

**7:00 PM: Recognition for
Public Safety Personnel**



**TOWN OF MANSFIELD
TOWN COUNCIL MEETING
Monday, May 14, 2012
COUNCIL CHAMBERS
AUDREY P. BECK MUNICIPAL BUILDING
7:30 p.m.**

AGENDA

	Page
CALL TO ORDER	
ROLL CALL	
APPROVAL OF MINUTES	1
PUBLIC HEARING	
1. License Request: Common Fields at Bassetts Bridge Road (Item #7, 03-26-12 Agenda).....	9
OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL	
REPORT OF THE TOWN MANAGER	
REPORTS AND COMMENTS OF COUNCIL MEMBERS	
OLD BUSINESS	
2. Community/Campus Relations (Item #1, 03-12-12 Agenda)	11
3. Mansfield Community Playground (Item #5, 12-12-11 Agenda)	13
4. Fiscal Year 2012-2013 Mill Rate (Item #1, 05-08-12 Agenda)	17
5. Storrs Center Update (Item #4, 04-23-12 Agenda) (No attachment)	
6. Utility Easement – North Sections of the New Village Street in Storrs Center (Item #10, 03-26-12 Agenda)	19
NEW BUSINESS	
7. Quit-Claim and Temporary Easement on Dog Lane; Quit-Claim for unneeded Sidewalk Easement in Storrs Center.....	27
8. Resolution to Approve \$500,000 Small Town Economic Assistance Program (STEAP) grant for Storrs Center Village Street Infrastructure (Downtown Mansfield Revitalization and Enhancement Project – Phase IV).....	35
9. Rental Fee for Mansfield Downtown Partnership Office Space.....	57
10. Parking Management Agreement between Town of Mansfield and Leyland Storrs, LLC (SCA)	65
11. Financial Statements Dated March 31, 2012.....	103
12. Appointment of Auditor to Conduct Financial Audit for Fiscal Year 2011/12	157

13. Intertown Capital Equipment Purchasing Incentive (ICE) Program	159
DEPARTMENTAL AND COMMITTEE REPORTS	169
REPORTS OF COUNCIL COMMITTEES	
PETITIONS, REQUESTS AND COMMUNICATIONS	
14. W. Bigl re: AARP Tax Aide Program.....	201
15. M. Boskovic (4/18/12).....	203
16. D. Freudman (4/23/12).....	205
17. Friends of Mansfield Hollow re: Interstate Reliability Project.....	207
18. S. Herbst re: Reappointment to the Mansfield Downtown Partnership Board of Directors	209
19. M. Lindsey re: Resignation from the Mansfield Town Council	211
20. T. Luciano re: School Building Choice	213
21. E. Paterson re: Proposed Interstate Reliability Project	215
22. State of Connecticut Department of Transportation re: Construction of Windham Region Transit District Bus Facility.....	225
23. State of Connecticut Office of Policy and Management re: Equalized Net Grand List.....	229

FUTURE AGENDAS

EXECUTIVE SESSION

ADJOURNMENT

Following adjournment per CGS §1-200(2) the Council will meet to discuss strategy and negotiations with respect to collective bargaining for units represented by CSEA and UPFFA.

SPECIAL MEETING – MANSFIELD TOWN COUNCIL

April 23, 2012

Mayor Elizabeth Paterson called the special meeting of the Mansfield Town Council to order at 6:00 p.m. in the Council Chamber of the Audrey P. Beck Building.

I. ROLL CALL

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

II. ADOPTION OF BUDGET AND RECOMMENDED APPROPRIATIONS

Director of Finance Cherie Trahan reviewed the material distributed in response to items Council members flagged during the budget process. Members discussed the funding for the proposed positions, the surplus in the health insurance fund, the proposed 'pay-as-you-go' plan for most capital replacement expenditures, the expected life span of various emergency apparatus and the timing of adding additional state troopers. Councilors also discussed the cost of the Storrs Center Project which has been structured so as not to add an additional burden on the existing tax list and the Board of Education's use of onetime funding sources.

Chief Dagon was asked to add a column to the MFD Apparatus Inventory indicating the anticipated life cycle for each piece of equipment.

Mr. Shapiro moved and Ms. Moran seconded to approve the following resolution:

RESOLVED: That the General Fund Budget for the Town of Mansfield, appended totaling \$35,533,490 is hereby adopted as the proposed operating budget for the Town of Mansfield for the fiscal year July 1, 2012 to June 30, 2013.

Mr. Shapiro moved to amend the motion by decreasing the budget by \$100,000 to be taken from the surplus in the health insurance fund. Seconded by Mr. Schaefer the motion failed with Mr. Shapiro and Mr. Schaefer in favor and the remaining members opposed.

The original motion passed with all in favor except Ms. Keane, Ms. Lindsey and Mr. Paulhus who voted in opposition.

Mr. Shapiro moved and Mr. Ryan seconded to approve the following resolution:

RESOLVED: That the Capital Fund Budget for the Town, of Mansfield, appended totaling \$1,735,840 is hereby adopted as the capital improvements to be undertaken during fiscal year 2012/13 or later years.

Motion passed unanimously.

Mr. Shapiro moved and Ms. Moran seconded to approve the following resolution:

RESOLVED: That the proposed Capital and Non-Recurring Reserve Fund Budget for fiscal year July 1, 2012 to June 30, 2013 in the amount of \$ 1,562,210 be adopted.

Motion passed unanimously.

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

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

RESOLVED: That the proposed General Fund Budget for the Town of Mansfield for fiscal year July 1, 2012 to June 30, 2013 in the amount of \$35,533,490 which proposed budget was adopted by the Council on April 23, 2012, be adopted and that the sums estimated and set forth in said budget be appropriated for the purpose indicated.

RESOLVED: That in accordance with Connecticut General Statutes Section 10-51, the proportionate share for the Town of Mansfield of the annual budget for Regional School District No. 19 shall be added to the General Fund Budget appropriation for the Town of Mansfield for fiscal year July 1, 2012 to June 30, 2013 and said sums shall be paid by the Town to the Regional School District as they become available.

RESOLVED: That the proposed Capital Projects Budget for fiscal year July 1, 2012 to June 30, 2013 in the amount of \$ 1,735,840 be adopted provided that the portion proposed to be funded by bonds or notes shall, at the appropriate times, be introduced for action by the Town Council subject to a vote by referendum as required by Section 407 of the Town Charter.

RESOLVED: That the proposed Capital and Non-Recurring Reserve Fund Budget for fiscal year July 1, 2012 to June 30, 2013 in the amount of \$ 1,562,210 be adopted.

The motion passed with all in favor except Ms. Keane, Ms. Lindsey and Mr. Paulhus who voted in opposition.

III. DISCUSSION OF PROPOSED BUDGET/COUNCIL QUESTIONS

IV. ADJOURNMENT

Mr. Paulhus moved and Mr. Schaefer seconded to adjourn the meeting at 7:35 p.m.
Motion passed unanimously.

Elizabeth Paterson, Mayor

Mary Stanton, Town Clerk

REGULAR MEETING – MANSFIELD TOWN COUNCIL

April 23, 2012

DRAFT

Mayor Elizabeth Paterson called the regular meeting of the Mansfield Town Council to order at 7:40 p.m. in the Council Chamber of the Audrey P. Beck Building.

I. ROLL CALL

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

Excused: Peter Kochenburger

II. APPROVAL OF MINUTES

Mr. Shapiro moved and Mr. Paulhus seconded to approve the minutes of the April 9, 2012 special meeting. Motion passed unanimously. Ms. Moran moved and Mr. Paulhus seconded to approve the minutes of the April 9, 2012 regular meeting. Motion passed unanimously. Mr. Paulhus moved and Ms. Keane seconded to approve the minutes of the April 10, 2012 special meeting. Motion passed unanimously. Ms. Moran moved and Mr. Paulhus seconded to approve the minutes of the April 11, 2012 special meeting. Motion passed with all in favor except Ms. Keane, Mr. Paulhus and Mr. Schaefer who abstained.

III. PUBLIC HEARING

1. WPCA – Benefit Assessment – Extension of Town Sewers to serve the College Mart
Mr. Paulhus moved and Mr. Shapiro seconded to recess as the Town Council and convene as the Water Pollution Control Authority. Motion passed unanimously.

No comments were offered.

Mr. Paulhus moved and Ms. Lindsey seconded to reconvene as the Town Council. Motion passed unanimously.

IV. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Ric Hossack, Middle Turnpike, spoke against retroactive pay increases for Town employees and objected to the passing of the budget. (Statement attached)

David Freudmann, Eastwood Road, thanked the Council for their work on the budget and commented that he is in agreement with some of the Council's decisions. Mr. Freudmann expressed concern with the added personnel and the increase in the cost of MERS. (Submitted documents to be included in the May 7, 2012 packet)

Betty Wassmundt, Old Turnpike Road, asked how much the Town paid for the land underneath the parking garage and any other land the Town has acquired in connection with the Storrs Center Project. Ms. Wassmundt expressed her belief that the growth of government is unsustainable, she objects to raises in the budget.

Howard Raphaelson, Timber Drive, commented governing is a complex business and most residents want good services for a moderate tax rate. Mr. Raphaelson thanked the members of the Town Council for being capable, hardworking officials who make sure we have excellent services.

V. REPORT OF THE TOWN MANAGER

In addition to his written report the Town Manager offered the following comments: It is typical in the public sector, when contracts are settled after the expiration date, to make any pay increases effective from the date of the expired contract. The Finance Committee has discussed the Town's pension system. In the MERS contract the employees' contribution is fixed by statute. All land transferred to the Town in connection

April 23, 2012

with the Storrs Center Project has been at no cost to the Town with the exception of a small easement along Dog Lane which cost approximately \$1500.00. A discussion of Spring Weekend will be added to the next agenda but the Town Manager expressed his thanks for the combined efforts of all involved, especially Sgt. Cournoyer who has made a considered effort to get to know the students. Mr. Hart also expressed his condolences to the family of Kevin Crosbie, publisher of the Chronicle, calling him a fair and principled individual.

VI. REPORTS AND COMMENTS OF COUNCIL MEMBERS

Mr. Shapiro asked for an update on the construction near the intersection of Rte 195 and Chafeeville Road. The Town Manager will request a projected completion date.

Mr. Ryan apologized to Mr. Freudmann regarding the numbers he used to articulate the expenditure rating of the K-12 schools system. Mr. Freudmann's numbers were correct. Mr. Ryan also asked the Town Manager for an update on the letters in the packet regarding a kennel in a residential neighborhood and an email received by Council members concerning the animal control officer's interaction with a resident.

Mr. Hart responded the Zoning Enforcement Officer has sent a letter to the occupants of the house on Stonemill Road regarding the concerns raised in the letters and has reviewed the concerns regarding the visit and the amount of the fine levied with the animal control officer. Visits to residences who are believed to have unlicensed dogs will take place prior to 8:00 p.m. but the officer will continue to bring a police officer with her in some instances.

Ms. Lindsey asked for an update on the concerns expressed by the Willowbrook Road residents. Mr. Hart noted the Transportation Advisory Committee will be meeting tomorrow to discuss the issue. He will provide an update at the next meeting.

Ms. Moran stated that with regards to retroactive payments to employees, it would not be appropriated to punish an employee by delaying an increase due to them because of management or Council's inability to complete the contract or agreement prior to the expiration date of the existing contract.

Mayor Paterson expressed her gratitude to all those involved in Spring Weekend especially the students, Sgt Cournoyer and Jim Hintz of the Campus Community Partnership. The Town will continue to monitor future events. Ms. Paterson announced UConn Dining Services will be Mansfield's Chamber of Commerce's Business of the Year in recognition of their contributions to the Town during the recent storms. Dennis Pearce will accept the award. The Mayor also commented that the tone of the email she received regarding the animal control officer was unnecessary.

VII. OLD BUSINESS

2. WPCA – Benefit Assessment – Extension of Town Sewers to serve the College Mart
Mr. Paulhus moved and Mr. Shapiro seconded to recess as the Town Council and convene as the Water Pollution Control Authority. Motion passed unanimously.

Mr. Shapiro moved and Mr. Moran to approve the following resolution:

Whereas, the Town sewer line has been extended to serve numbers 82 to 86 Storrs Road (College Mart Plaza) in Mansfield, and

Whereas, a connection charge for this sewer has been established in accordance with Section 159-14f of the Town Code, and

Whereas, a public hearing, duly noticed, was conducted on this matter on April 23, 2012, and

Whereas, the owners of 82-86 Storrs Road have requested the assessment be paid over a 10 year period.

April 23, 2012

Now therefore be it resolved by the Town Council of the Town of Mansfield, acting as the Mansfield Water Pollution Control Authority, on April 23, 2012 that:

1. A sewer assessment for the property at 82-86 Storrs Road be levied in the amount of \$9,125, the amount computed as the connection charge for this property in accordance with Section 159-14f of the Mansfield Town Code.

2. Said assessment shall be due in 10 equal installments as provided for in Section 159-15d of the Mansfield Town Code.

3. The Town Clerk is directed to record the assessment and the payments due for this property on the land records as provided for in Section 159-15d of the Town Code and Section 7-253 of the Connecticut General Statutes.

The motion passed unanimously.

Mr. Paulhus moved and Ms. Keane seconded to reconvene as the Town Council. Motion passed unanimously.

3. Venter Property, 76 Fern Road

Mr. Paulhus moved and Mr. Ryan seconded, effective April 23, 2012, to authorize the Town Manager to include the property located at 76 Fern Road and owned by Raymond Venter in the next tax sale.

Council members agreed if the tax sale was unsuccessful they would explore the other possible options. Town staff will check with its environmental attorney to see what the criteria would be regarding the grantee's responsibilities concerning the remediation efforts.

Motion passed unanimously.

4. Storrs Center Update

The Town Manager will provide a report on past stop work orders at the next meeting.

Mr. Shapiro suggested a convenience store would be a needed commodity in the Storrs Center Project. Mr. Hart commented there are active negotiations ongoing with a national chain.

VIII. NEW BUSINESS

5. Quality Data Service (QDS) – Revenue Collection and Assessor's Administration System Demonstration

Collector of Revenue Christine Gamache, Director of Finance Cherie Trahan, Assessor Irene Luciano and Director of Information Technology Jamie Russell presented an overview of the benefits and cost savings realized as a result of the recently installed new administration system.

6. Connecticut Department of Transportation Alternate Fuel Vehicle Program Grant Application

Mr. Ryan moved and Mr. Shapiro seconded to approve the following resolution:

Resolved this 23rd of April, 2012 that the Mansfield Town Council approves the filing of the application to purchase an alternate fueled vehicle under the CT DOT's Alternate Fuel Vehicle Program.

Motion passed unanimously.

7. Classification – Natural Resources and Sustainability Coordinator Position

Chair of the Personnel Committee Antonia Moran moved, effective April 23, 2012 to create the classification of Natural Resources and Sustainability Coordinator and set the pay grade for the position at grade 18, salary range of \$29/hr-\$37.70/hr (\$52,980/yr - \$68,873/yr), of the town administrators pay plan.

The Personnel Committee voted 2 to 1 to bring this action to the Council.

The motion passed with all in favor except Ms. Keane, Ms. Lindsey and Mr. Paulhus who voted in opposition.

April 23, 2012

8. Appointment to Mansfield Downtown Partnership Board of Directors
Mr. Shapiro moved and Mr. Schaefer seconded, to appoint Deputy Mayor Antonia Moran to the Board of Directors of the Mansfield Downtown Partnership, for a term commencing on July 1, 2012 and expiring on June 30, 2015.
Motion passed with all in favor except Ms. Moran who abstained.

IX. DEPARTMENTAL AND COMMITTEE REPORTS

No comments offered.

X. REPORTS OF COUNCIL COMMITTEES

Mr. Ryan, Chair of the Ad Hoc Committee to Name Streets and Buildings, reported on the Committee's initial meeting. Mr. Ryan announced the criteria established by the Committee included the nominated person must be deceased and have served the Town in a volunteer or elected capacity for several years. A press release will be disseminated to the public. The Committee requested guidance from the Council as to whether to change the scope of the Committee charge to include more than the one street. By consensus the Council agreed the Committee should discuss all the possibilities and bring their recommendations back to the Council.

Ms. Moran, Chair of the Personnel Committee, reported the Committee voted 2-1 to support the proposed Ethics Ordinance with a few minor modifications. The issue will be put on the agenda for the second meeting in May.

XI. PETITIONS, REQUESTS AND COMMUNICATONS

9. Petition: Willowbrook Road

10. B. Caneira (4/8/12)

11. K. O'Callaghan (4/12/12) After some discussion about the program and process the Council agreed to refer this request to the Human Services Advisory Committee. The Council would like information on the program and how many Mansfield residents it currently serves. The motion passed by all except Mr. Schaefer who abstained.

12. S. Kaeser re: Mansfield Little League Opening Day

13. L. Minearo (4/19/12)

14. Council-Requested Budget Information - Budget and Fund Balance Benchmarking

15. State of Connecticut Department of Transportation – Public Hearing Notice

16. State of Connecticut Siting Council – Public Hearing Notice

17. University of Connecticut College of Liberal Arts and Sciences – “Poll will assess Mansfield’s fitness”

18. Annual Town Meeting Flyer

19. Coming to Storrs Center

20. Mansfield Rid Litter Day

21. Courant.com “Spring Weekend: The Party’s Off at UConn” – 04-13-12

22. Spring Weekend: A Message from the Student Affairs VP and the Chief of Police

23. State of Connecticut Department of Public Safety re: State Police Prepare for UConn Weekends

XII. FUTURE AGENDA

No additional subjects suggested

XIII. ADJOURNMENT

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

Motion passed unanimously.

Elizabeth A Paterson, Mayor

Mary Stanton, Town Clerk

April 23, 2012

April 23 2012

I would like to discuss some of the comments made at the last council meeting. This wouldn't be necessary if you, the council, provided a second opportunity for the public to speak but never the less I have waited my two weeks to comment.

Councilor Moran addressed the issue of retroactive raises, in response to public comment regarding the proposed increase for the town manager. By denigrating public comment as "misconceptions" you have created your own misconception. Mansfield has continually provide retroactive increases to public employees, almost as a matter of course.

I refer to your October 14, 2008 meeting where you granted non-union personnel a retroactive increase. You did the same thing on October 24, 2011 meeting. On your February 14, 2011 meeting you ratified managements retroactive increase for the union. Also on April 11, 2011 you had the same discussion regarding the town manager's increase. Do you see a pattern here?

As was stated by a citizen, retroactive increases are ridiculous, especially for the public sector. They are patently unfair to taxpayers. If an employee performs as expected or above the call of duty, an increase in salary is certainly warranted but retroactively, NO.

I cannot understand how issuing retroactive increases to contracts that are negotiated past their expiration point benefits the taxpayer in any way. You presently are still negotiating with the fire fighters union on a contract that expired in July 2010 and have worked \$124,000 into the budget for contingency, specifically for this contract. It makes me wonder from which view point the negotiations are conducted. Are you looking out for the taxpayers [which is what you should be doing] or are you simply pacifying the public sector with unsustainable increases ?

Ric Hossack
STORRS, CT.

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PUBLIC HEARING
TOWN OF MANSFIELD
May 14, 2012
Common Fields

The Mansfield Town Council will hold a public hearing at 7:30 PM at their regular meeting on May 14, 2012 to solicit comments regarding the proposed license request to use a portion of the Common Fields at Bassetts Bridge Road for use as an occasional overflow parking area.

At this hearing persons may address the Town Council and written communications may be received. Copies of said proposal are on file and available at the Town Clerk's office: 4 South Eagleville Road, Mansfield and are posted on the Town's website (mansfieldct.gov)

Dated at Mansfield Connecticut this 2nd day of May 2012.

Mary Stanton, Town Clerk

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Town of Mansfield
Agenda Item Summary

To: Town Council
From: Matt Hart, Town Manager *Matt H*
CC: Maria Capriola, Assistant to the Town Manager; Richard Cournoyer, Resident Trooper Coordinator; David Dagon, Fire Chief; William Jordan, Deputy Fire Chief; Fran Raiola, Acting Deputy Chief/Director of Emergency Management
Date: May 14, 2012
Re: Community/Campus Relations

Subject Matter/Background

At Monday's meeting, staff will provide the Town Council with an overview of our efforts to address problematic off-campus activity this past academic year, including the measures we employed during the weekend of April 19-21, 2012 (formerly UConn Spring Weekend).

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant to Town Manager; Kevin Grunwald, Director of Human Services; Linda Painter, Director of Planning and Development; Curt Vincente, Director of Parks and Recreation;
Date: May 14, 2012
Re: Mansfield Community Playground

Subject Matter/Background

Mansfield Advocates for Children (MAC) has undertaken an initiative to build a community playground to improve community connectedness and to enhance opportunities for physical activity for young children. Sara Anderson, a member of MAC, has agreed to head a committee charged with building the playground, and the committee has been meeting since February 2011. The committee has selected Leathers & Associates as a playground design firm to assist in this project. MAC's goal for the project is not just to build a playground, but to help build our community. Hundreds of volunteers of all ages and abilities will be needed to advertise, fundraise and construct this playground. As expressed by MAC, this experience is designed to bring our community together and to build lasting relationships.

The committee initially explored space for the playground at the Storrs Downtown site. When this site was determined not practical, the group turned to Parks and Recreation staff to discuss the possibility of locating the playground next to the Mansfield Community Center. Staff has proposed some options near the Community Center, which include land currently under the Town's control as well as university property adjacent to the site. Parks and Recreation staff hired a UConn Landscape Architecture graduate student to develop proposed site designs and layout options since there are other amenities that are desired for the site in the future, in addition to the existing skate park that was opened in 2009.

At the December 12, 2011 Town Council meeting, Ms. Anderson gave a brief presentation on the Committee's work up to that point. At a future meeting, the playground committee will request the Town Council's endorsement of the Community Center site as the preferred location for this new playground. In the interim, a CGS §8-24 referral to the Planning and Zoning Commission would be appropriate. Attached is an aerial photo of the possible use of adjacent UConn

land as well as a proposed, initial site design. Staff has held preliminary discussions with University officials about cooperating with the Town on this project.

Financial Impact

Utilizing funds from the Town's Discovery grant, MAC has paid a retainer to Leathers & Associates to begin the community planning process. One of MAC's goals is to fully fund the playground construction donations. MAC initially planned to ask the Town to complete the site work using municipal resources, but the Playground Committee now plans to pursue a local volunteer contractor to prepare the site and to utilize Town public works forces as needed and as time permits. Because the scope of the work has yet to be determined, staff cannot determine at this point the cost for any site work to be completed by Town forces.

However, we estimate that annual maintenance costs would total approximately \$1,500 for inspections, equipment repair and surface replenishment. Staff and the committee have spent \$1,200 from an existing capital fund landscaping project account to hire a UConn Landscape Architecture graduate student to prepare the initial site designs.

Recommendation

The Mansfield Community Playground Committee would need Council authorization to locate the project on Town property and to expend municipal funds to acquire or access the adjacent UConn site. At this point, it would be appropriate to refer this project to the Planning and Zoning Commission for review.

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

Move, effective May 14, 2012, to refer the proposed siting of the Mansfield Community Playground Project to the Planning and Zoning Commission for review pursuant to Section 8-24 of the Connecticut General Statutes.

Attachments

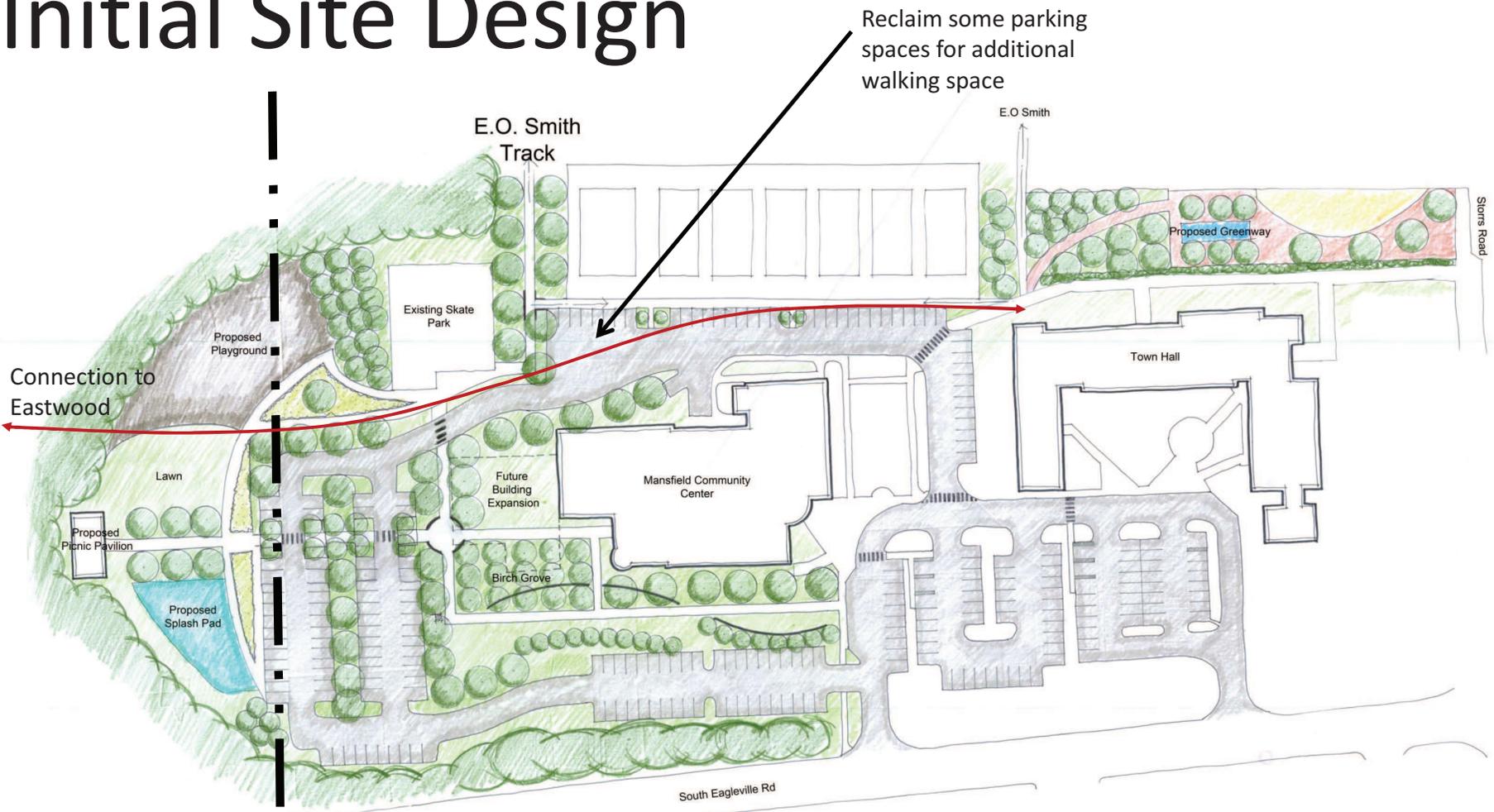
- 1) Aerial Photo - Possible Use of UConn Land Adjacent to Mansfield Community Center
- 2) Mansfield Community Playground, Initial Site Design, draft 1/24/12



Possible Use of UConn Land Adjacent to Mansfield Community Center

Source:
Aerial and wetlands UConn AES

Initial Site Design



Reclaim some parking spaces for additional walking space

Connection to Eastwood

Approximate Property Line

Mansfield Community Center
Future Expansion

Draft 1/24/2012



Town of Mansfield
Agenda Item Summary

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant to Town Manager; Cherie Trahan, Director of Finance; Christine Gamache, Collector of Revenue; Irene Luciano, Assessor
Date: May 14, 2012
Re: Fiscal Year 2012-2013 Mill Rate

Subject Matter/Background

At the conclusion of the annual town meeting on May 8, 2012, the Town Council held a special meeting to adopt the mill rate. Unfortunately, due to a typo in the proposed motion, the Council adopted the incorrect mill rate.

Recommendation

The following resolution is suggested:

BE IT RESOLVED: That the Tax Rate for the Town of Mansfield for Fiscal Year 2012-2013 be adjusted from 27.21 to 27.16 mills, and that the Collector of Revenue be authorized and directed to prepare and mail to each taxpayer tax bills in accordance with Connecticut General Statutes, as amended, and that such taxes shall be due and payable July 1, 2012 and January 1, 2013.

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant to Town Manager; Lori Hultgren, Director of Public Works; Cynthia van Zelm, Executive Director, Mansfield Downtown Partnership
Date: May 14, 2012
Re: Utility Easement – North Sections of the New Village Street in Storrs Center

Subject Matter/Background

At its March 26, 2012 meeting, the Town Council referred this matter to the Planning and Zoning Commission (PZC) for review under CGS §8-24. The PZC has reported back favorably. Even though the streets around the Storrs Center parking garage are destined to be town roads, the power company maintains that because streets have not yet been constructed it needs an easement over this property to supply electricity to the Storrs Center development while the streets are under construction. Consequently, because we need to install the electrical facilities while we build the roads, this easement is necessary.

Financial Impact

The granting of this easement to CL&P will not have a financial impact on the Town.

Legal Review

The easement has been reviewed by both Town Attorney Dennis O'Brien and Attorney Dennis Poitras, who assists the Town with various property matters.

Recommendation

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

RESOLVED, that Matthew W. Hart, Town Manager, be, and hereby is authorized to sign the easement entitled "Electric Distribution Easement," which easement will convey for electric utility purposes lands on the southerly side of Dog Lane as described on a map entitled "Compilation Plan Map Showing Easement Area to be Granted to the Connecticut Light and Power Company Across the Property of EDR-Leyland Storrs Condominium and Town of Mansfield Dog Lane Connector

& Village Street North Mansfield, Connecticut" (Easement Plan CL&P File No. E2029).

Attachments

- 1) PZC re: 8-24 Referral, Storrs Center Utility Easement
- 2) Electric Distribution Easement
- 3) Easement Map



**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: Thursday, May 10, 2012
Re: 8-24 Referral: Storrs Center Utility Easement

At a meeting held on 4/2/12, 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 and the approved Storrs Center Master Plan.”

ELECTRIC DISTRIBUTION EASEMENT

For a valuable consideration, receipt of which is hereby acknowledged, Town of Mansfield hereinafter called Grantor, hereby grants to The Connecticut Light and Power Company, a specially chartered Connecticut corporation with offices in Berlin, Connecticut, its successors and assigns, hereinafter called Grantee, with WARRANTY COVENANTS (except for the matters described in Schedule A if such schedule is attached), the perpetual right to construct, maintain, replace, relocate, remove and rebuild on, across, over and under the land hereinafter described (Easement Area), an electric distribution system consisting of poles, guys, braces, wires, cables, conduits, transformers, transformer pads, pedestals, meters, structures for street lights and traffic signals, fixtures and other appurtenances useful for providing electric, communication, signal and streetlighting service (including wires, cables and conduits running from the poles, transformers and pedestals to any structures erected on the Grantor's lands); the right to provide electric, communication, signal and streetlighting service by means of the same; and the right to enter the Grantor's lands for the purpose of inspecting, maintaining or removing same and the right, after consultation with the Grantor when practicable, to trim and keep trim, cut and remove such trees or shrubbery as in the judgment of the Grantee are necessary to maintain its services.

Said Easement Area is located on the Grantor's lands on the southerly side of Dog Lane in the Town of Mansfield, Connecticut, as more particularly described on a map entitled "Compilation Plan Map Showing Easement Area to be Granted to The Connecticut Light and Power Company Across the Property of EDR - Leyland Storrs Condominium and Town of Mansfield Dog Lane Connector & Village Street North Mansfield, Connecticut Scale 1"=40' Date 03/23/2012 Easement Plan CL&P File No. E2029 Sheet No. EA-9 Revision No. 3 4/12/2012 Revise Per CL&P Comments." which map has been on or will be filed in the office of the Town Clerk of said Town of Mansfield, Connecticut.

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

The Grantee further agrees, by the acceptance of this deed, that as long as and to the extent that the electric distribution system together with all appurtenances, located on said land pursuant to this easement are used to provide electric, communication, signal or streetlighting service, the Grantee will repair, replace and maintain such facilities at its own expense (except as otherwise provided herein) and in connection with any repair, replacement or maintenance of said system the Grantee shall promptly restore the premises to substantially the same condition as existed prior to such repair, replacement or maintenance, provided, however, that such restoration shall not include any structures, other improvements or plantings made by the Grantor contrary to the provisions of this easement.

If any portion of the above described land upon or under which said facilities or appurtenances thereto shall be located, is now or hereafter becomes a public street or highway or a part thereof, permission, as set forth in Section 16-234 of the General Statutes of Connecticut relating to adjoining landowners, is hereby given to the Grantee and to its successors and assigns, to use that portion of the land for the purposes and in the manner above described.

Any right herein described or granted, or any interest therein or part thereof, may be assigned to any communication or signal company by the Grantee, and the Grantor hereby agrees to and ratifies any such assignment and agrees that the interest so assigned may be used for the purposes described therein for communication or signal purposes.

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

TO HAVE AND TO HOLD the premises unto it, the said Grantee, its successors and assigns, forever.

Please Return to:
Real Estate Department
CL&P
49 Randolph Road
Middletown, CT 06457

CL&P File E2029

IN WITNESS WHEREOF, the Grantor has hereunto caused (set) its hand(s) and seal(s) to be affixed this _____ day of _____, 20 12.

Signed, sealed and delivered in the presence of:

Witness

Town of Mansfield

By: _____ (L.S.)

Matthew W. Hart
Town Manager

Witness

Witness

_____ (L.S.)

Witness

ACKNOWLEDGMENT

STATE OF Connecticut

S.S. _____

COUNTY OF Tolland

On this _____ day of _____, 20 12 before me, the undersigned officer, personally appeared Matthew W. Hart who acknowledged him/herself to be the person whose name is subscribed to the within instrument and acknowledged that they, being duly authorized to do so, executed the same for the purposes therein contained as their and said Grantor's free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal.

Notary Public - Seal Required
My Commission Expires _____

STATE OF _____

S.S. _____

COUNTY OF _____

On this _____ day of _____, 20__ before me, the undersigned officer, personally appeared _____ who acknowledged him/herself to be the person whose name is subscribed to the within instrument and acknowledged that they, being duly authorized to do so, executed the same for the purposes therein contained as their and said Grantor's free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand and the official seal.

Notary Public - Seal Required
My Commission Expires _____

Schedule A
Electric Distribution Easement
to
The Connecticut Light and Power Company

The Easement herein granted is subject to:

1. Easement from Fleet National Bank in favor of the Town of Mansfield dated June 17, 1998 and recorded in Volume 401 at Page 444 of the Mansfield Land Records.
2. Traffic Investigation Report issued by the State of Connecticut Department of Transportation dated June 16, 2009 and recorded in Volume 674 at page 81 of the Mansfield Land Records., which Report was re-recorded together Certificate No. 1849 dated June 14, 2011 extending the expiration date of compliance to June 15, 2012 on June 23, 2011 in Volume 708 at Page 355 of said Land Records.
3. Development Agreement by and among Town of Mansfield, Storrs Center Alliance, LLC and Education Realty Trust, Inc. dated February 15, 2011 and recorded in Volume 707 at Page 197 of the Mansfield Land Records, as supplemented by Supplement to Development Agreement by and among Town of Mansfield, Storrs Center Alliance, LLC and Education Realty Trust, Inc. dated May 25, 2011 and recorded in Volume 707 at Page 311 of the Mansfield Land Records; as assigned to EDR Storrs LLC and assumed by EDR Storrs LLC by Assignment and Assumption Agreement dated August 30, 2011 and recorded in Volume 715 at Page 326 of the Mansfield Land Records, and as assigned to Leyland Storrs, LLC and assumed by Leyland Storrs, LLC by Assignment and Assumption Agreement dated August 30, 2011 and recorded in Volume 715 at Page 343 of the Mansfield Land Records, and as further amended by Amendment to Development Agreement by and among the Town of Mansfield, EDR Storrs LLC and Leyland Storrs, LLC dated as of October 20, 2011 and recorded in Volume 715 at Page 397 of the Mansfield Land Records.
4. Declaration of Restrictive Covenants dated as of May 26, 2011 by Storrs Center Alliance LLC and recorded in Volume 715 at Page 248 of the Mansfield Land Records.
5. Notice of Lease from Town of Mansfield to Education Realty Trust, Inc. Storrs Center Alliance, LLC dated May 26, 2011 recorded May 26, 2011 at Volume 707 Page 328 in the Mansfield Land Records. Assignment and Assumption of Lease Agreement dated August 30, 2011 from Education Realty Trust, Inc. to EDR Storrs LLC recorded October 31, 2011 at Volume 715 Page 361 of the Mansfield Land Records. Assignment and Assumption of Lease Agreement dated August 30, 2011 from Storrs Center Alliance, LLC to Leyland, LLC recorded October 31, 2011 at Volume 715 Page 367 of the Mansfield Land Records

Schedule B
Electric Distribution Easement
to
The Connecticut Light and Power Company

Notwithstanding any other provision of said Electric Distribution Easement and, in particular, notwithstanding the provisions of clause (i) of the third paragraph of said Electric Distribution Easement, the Grantor reserves for itself and its successors and assigns the following rights, and the easement pursuant to said Electric Distribution Easement is subject to the following reservations, rights and conditions:

1. Any poles, guy wires and related installations located or placed in the Easement Area by Grantee shall be so located, to the extent reasonably possible consistent with sound engineering practices, so as not to interfere with the development and use of the property and adjacent property for use in accordance with the development plans for such use as approved by the appropriate authorities and/or other utilities and installations as may be made in, on and below the Easement Area.
2. The right to use, install, maintain, repair and/or replace paving, surface and subsurface drainage structures, facilities and pipes, curbing, parking lot islands, shrubbery and landscaping that may be located in or extend into or pass through the Easement Area.
3. The right to use, install, maintain, repair and/or replace subsurface pipes, conduits and other facilities and connections for water, sanitary sewer, gas and other utilities to service the subject and adjacent property and to grant easements to public utility companies for such purpose.
4. The right to use any portion of the Easement Area that may be paved for curbing, sidewalks, parking and driveways to service the subject and adjacent property.
5. Without limiting the generality of the foregoing, the right to install, use, repair and replace such installations and to use the Easement Area as contemplated by the approved site plan and other governmental land use approvals for the development and use of the Grantor's premises.



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant to Town Manager; Lon Hultgren, Director of Public Works; Cynthia van Zelm, Executive Director, Mansfield Downtown Partnership
Date: May 14, 2012
Re: Quit-Claim and Temporary Easement on Dog Lane; Quit-Claim for unneeded Sidewalk Easement in Storrs Center

Subject Matter/Background

Because the Connecticut Department of Transportation (ConnDOT) needed additional time to review and release both the Storrs Road and Dog Lane improvement plans, Dog Lane will not be in its new location before the developer needs to initiate construction on the large building (TS-2) that fronts the new parking garage. This means that the developer needs a small, 1,233 square feet triangle of land from the current part of Dog Lane in order to construct the foundations for this new building. The Town should complete the improvement and realignment of Dog Lane in July of this year, so the overlap of the use of this triangle of land as a Town street (Dog Lane) and as the future site of TS-2 is only a matter of months. Nonetheless, in order for the developer to receive financing and to begin construction on the building, the land must be controlled by the developer. Therefore, the Town needs to transfer the property to EDR-Leyland Storrs Condominium Association, which will in turn will grant the Town a temporary use easement over this same small triangle of land until the new Dog Lane is constructed.

Staff has attached the quit claim deed for this action (Town's action) and the temporary easement (EDR-Leyland action), as well as the property map.

Secondly, there is an existing easement on the old Fleet Bank property that the Town acquired when it built the sidewalk on Dog Lane in front of the bank. With the new alignment of Dog Lane the Town will no longer need this easement. Consequently, we are also seeking approval to terminate this easement by quit claim.

Financial Impact

The granting of this triangle of land to EDR-Leyland will not have a financial impact on the Town, nor will the extinguishing of the unneeded sidewalk easement.

Legal Review

All documents have been reviewed by both Town Attorney Dennis O'Brien and Attorney Dennis Poitras, who assists the Town in property matters.

Recommendation

Council's authorization to authorize the attached quit claim deeds using the following two resolutions is respectfully requested.

RESOLVED, that Matthew W. Hart, Town Manager, be, and hereby is authorized to sign the quit claim deed for the 1,233 sq ft triangle of land on the southern edge of Dog Lane as described on a map entitled "Property Survey, Map of Phase 1B Area, Storrs Center, Storrs Road and Dog Lane, Mansfield, Connecticut, Scale: 1" = 50'; Dated: May 16, 2011, prepared by BL Companies filed in the Mansfield Town Clerk's Office in Map Volume 38 at Page 81."

RESOLVED, that Matthew W. Hart, Town Manager, be, and hereby is authorized to sign the quit claim deed for the termination of the June 11, 1998 easement from the Fleet National Bank to the Town of Mansfield along the southern edge of Dog Lane in Mansfield, CT.

Attachments

- 1) Quit Claim Deed – Triangular Parcel between the old Dog Lane and new Dog Lane
- 2) Temporary Easement (for information purposes only)
- 3) Property Map – Phase 1B Area (BS-2) dated 5/16/11
- 4) Quit Claim Deed (Release of Easement) – Fleet Bank Easement dated June 11, 1998

Record and return to:
EDR-Leyland Storrs Condominium Association, Inc.
c/o Edward S. Hill, Esq.
Robinson & Cole LLP
280 Trumbull Street
Hartford, CT 06103

QUIT CLAIM DEED

Town of Mansfield, a municipal corporation having its territorial limits in Tolland County, with an office and principal place of business at 4 South Eagleville Road, Mansfield, CT 06268 (hereinafter referred to as the "Grantor") for the consideration of One Dollar (\$1.00) and other good and valuable considerations received to its full satisfaction from **EDR-Leyland Storrs Condominium Association, Inc.**, a Connecticut non-stock corporation with an office and place of business in Mansfield, Connecticut, whose mailing address is c/o Leyland Alliance LLC, P.O. Box 878, Tuxedo, NY 10987 (hereinafter referred to as the "Grantee"), grants, with QUIT-CLAIM COVENANTS, to the Grantee:

All that certain piece or parcel of land located in the Town of Mansfield, County of Tolland and State of Connecticut that is shown as "FUTURE CONVEYANCE FROM THE TOWN OF MANSFIELD TO STORRS CENTER ALLIANCE, LLC, AREA=1233 SQ. FT. OR 0.028 ACRES" on a map entitled "Property Survey, Map of Phase 1B Area, Storrs Center, Storrs Road and Dog Lane, Mansfield, Connecticut" Scale: 1"=50'; Dated: May 16, 2011, prepared by BL Companies filed in the Mansfield Town Clerk's Office in Map Volume 38 at Page 81, said parcel being more particularly bounded and described as follows:

Commencing at a point in the southerly street line of Dog Lane, which point is marked by an iron pipe found, as shown on said map, thence running N 41° 22' 29" E a distance of 21.22 feet to a point in the southerly street line of Dog Lane, which point marks the TRUE POINT AND PLACE OF BEGINNING, thence running N 41° 22' 29" E a distance of 92.93 feet to a point in the southerly street line of Dog Lane, as shown on said map; thence running: N 49° 10' 21" W a distance of 5.11 feet, thence running along a curve to the left having a radius of 278.23 feet and a chord bearing of N 52° 54' 01" E, a distance of 63.49 feet, thence running N 59° 55' 16" W, a distance of 23.74 feet, and thence running S 30° 28' 16" E, a distance of 26.64 feet, in Dog Lane as shown on said map, to the point or place of beginning.

Signed this ____ day of _____, 2012.

Witnessed by:

Town of Mansfield

By: _____
Matthew W. Hart
Town Manager

Record and return to:
EDR-Leyland Storrs Condominium Association, Inc.
c/o Edward S. Hill, Esq.
Robinson & Cole LLP
280 Trumbull Street
Hartford, CT 06103

Temporary Easement

EDR-Leyland Storrs Condominium Association, Inc., a Connecticut non-stock corporation with an office and place of business in Mansfield, Connecticut, whose mailing address is c/o Leyland Alliance LLC, P.O. Box 878, Tuxedo, NY 10987 (hereinafter referred to as the "Grantor") for the consideration of One Dollar (\$1.00) and other good and valuable considerations received to its full satisfaction from **Town of Mansfield**, a municipal corporation having its territorial limits in Tolland County, with an office and principal place of business at 4 South Eagleville Road, Mansfield, CT 06268 (hereinafter referred to as the "Grantee"), grants to Grantee, subject to the limitations herein contained, an easement in, on, and across the Easement Area, as defined herein, for the purpose of continued use as a public highway, for removal of paving and curbing and for access incidental to the construction outside of the Easement Area of a relocation of Dog Lane from the location depicted on the map referenced below.

The easement rights herein granted are subject to the limitations that: (1) at any time, and from time to time, after _____, 2012¹, the owners of the Easement Area shall have the right to construct in, on and/or under the Easement Area any buildings, structures and improvements as such owner or owners of the Easement Area may desire, and no activity by Grantee within the Easement Area shall interfere with any such buildings, structures or improvements or the construction thereof; and (2) that this easement and all rights granted herein shall terminate and be of no further force or effect on and after _____, 2012².

Any area disturbed by the activities of the Grantee shall be restored to a neat and presentable condition by the Grantee, at the Grantee's sole cost and expense.

As used herein, the term "Easement Area" means all that certain piece or parcel of land located in the Town of Mansfield, County of Tolland and State of Connecticut that is shown as "FUTURE CONVEYANCE FROM THE TOWN OF MANSFIELD TO STORRS CENTER ALLIANCE, LLC, AREA=1233 SQ. FT. OR 0.028 ACRES" on a map entitled "Property Survey, Map of Phase 1B Area, Storrs Center, Storrs Road and Dog Lane, Mansfield, Connecticut" Scale: 1"=50'; Dated: May 16, 2011, prepared by BL Companies filed in the Mansfield Town Clerk's Office in Map Volume 38 at Page 81, said parcel being more particularly bounded and described as follows:

Commencing at a point in the southerly street line of Dog Lane, which point is marked by an iron pipe found, as shown on said map, thence running N 41° 22' 29" E a distance of 21.22 feet to a point in the southerly street line of Dog Lane, which point marks the

¹ Review Note: Anticipated start date of TS-2 building in easement area.

² Review Note: Estimated date for completion of relocated segment of Dog Lane in the vicinity of the easement area

Record and return to:
EDR-Leyland Storrs Condominium Association, Inc.
c/o Edward S. Hill, Esq.
Robinson & Cole LLP
280 Trumbull Street
Hartford, CT 06103

QUIT CLAIM DEED
(Release of Easement)

Town of Mansfield, a municipal corporation having its territorial limits in Tolland County, with an office and principal place of business at 4 South Eagleville Road, Mansfield, CT 06268 (hereinafter referred to as the "Grantor") for the consideration of One Dollar (\$1.00) and other good and valuable considerations received to its full satisfaction from **EDR-Leyland Storrs Condominium Association, Inc.**, a Connecticut non-stock corporation with an office and place of business in Mansfield, Connecticut, whose mailing address is c/o Leyland Alliance LLC, P.O. Box 878, Tuxedo, NY 10987 (hereinafter referred to as the "Grantee"), grants, with QUIT-CLAIM COVENANTS, to the Grantee, all right, title and interest of the Grantor in and to that certain Easement from Fleet National Bank to the Town of Mansfield dated June 11, 1998 and recorded in Volume 401 at Page 444 of the Mansfield Land Records and all rights therein granted. It is the intention of this Quit Claim Deed to terminate and extinguish the easement therein granted.

Signed this ____ day of _____, 2012.

Witnessed by:

_____ Town of Mansfield

By: _____
Matthew W. Hart
Town Manager

STATE OF CONNECTICUT)
) ss: Mansfield
COUNTY OF TOLLAND)

On this the _____ day of _____, 2012, before me the undersigned officer, personally appeared Matthew W. Hart, who acknowledged himself to be the Town Manager of the Town of Mansfield, a municipal corporation, signer of the foregoing instrument, and that he as such officer, being authorized so to do, acknowledged the execution of the same to be his free act and deed as such officer and the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission Expires:



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MH*
CC: Maria Capriola, Assistant to the Town Manager; Lon Hultgren, Director of Public Works; Cynthia van Zelm, Executive Director, Mansfield Downtown Partnership
Date: May 14, 2012
Re: Resolution to Approve \$500,000 Small Town Economic Assistance Program (STEAP) grant for Storrs Center Village Street Infrastructure (Downtown Mansfield Revitalization and Enhancement Project – Phase IV)

Subject Matter/Background

On June 13, 2011, the Town Council approved the submittal of an application to the Connecticut Department of Economic and Community Development (DECD) Small Town Economic Assistance Program seeking funding to assist with the installation of utilities to serve the new buildings along the southern sections of the Village Street and for the construction of on-street parking along the Village Street.

On January 4, 2012, the Town was notified that it received the \$500,000 STEAP grant for the work on Village Street. The Village Street plans are nearing completion and will go out to bid in May. Work is expected to start in July. The infrastructure work is necessary to allow for the new tenants along Village Street to be operational with adjacent parking in place when those businesses move in.

Final application materials and a Financial Assistance Proposal must be sent to DECD to allow for the release of the funding for the Village Street infrastructure.

Financial Impact

As stated, the award will provide \$500,000 in funding for the Village Street infrastructure to support Storrs Center. The Town of Mansfield is not required to provide any match, but will incur administrative indirect costs to manage the project and grant. Municipal offices that will be involved include Finance, Engineering and the Town Manager's Office. Mansfield Downtown Partnership staff will coordinate grant management.

Legal Review

The Town Attorney has reviewed and approved the form of the assistance agreement between DECD and the Town of Mansfield.

Recommendation

Staff recommends that the Town Council authorize the Town Manager to execute the grant assistance agreement with DECD.

If the Town Council supports this recommendation, the following resolution is in order:

WHEREAS, pursuant to Connecticut General Statutes Section 4-66 (g), the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and

WHEREAS, it is desirable and in the public interest that the Town of Mansfield make an application to the State for \$500,000 in order to undertake the Downtown Mansfield Revitalization and Enhancement Project – Phase IV and to execute an Assistance Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF MANSFIELD;

1. *That it is cognizant of the conditions and prerequisites for state assistance, as imposed by Connecticut General Statutes Section 4-66 (g);*
2. *That the filing of an application for State financial assistance by the Town of Mansfield in an amount not to exceed \$500,000 is hereby approved and that the Town Manager is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of the Town of Mansfield.*

Attachments

- 1) Certified Resolution
- 2) Assistance Agreement By and Between the State of Connecticut Acting by the Department of Economic and Community Development and the Town of Mansfield

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

I, _____, _____, certify that below is a true and correct copy of a
(Name of Official) (Title of Official)

resolution duly adopted by _____
(Name of the Applicant)

at a meeting of its _____
(Governing Body)

duly convened on _____ and which has not been rescinded or modified in
(Meeting Date)

any way whatsoever and is at present in full force and effect.

(Date)

(Signature and Title of Official)

SEAL

WHEREAS, pursuant to _____,
(State Statutory Reference)

the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and WHEREAS, it is desirable and in the public interest that the _____ make an application to the State for

_____ (Applicant)
\$ _____ in order to undertake the _____
(Name and Phase of Project)

_____ and to execute an Assistance Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE

(Governing Body)

1. That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by _____
(State Statutory Reference)

2. That the filing of an application for State financial assistance by _____
(Applicant)

in an amount not to exceed \$ _____ is hereby approved and that

(Title and Name of Authorized Official)

is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of

(Name of Applicant)

**ASSISTANCE AGREEMENT BY AND BETWEEN
THE STATE OF CONNECTICUT
ACTING BY THE DEPARTMENT OF ECONOMIC AND COMMUNITY
DEVELOPMENT
(An Equal Opportunity Employer)
AND
THE TOWN OF MANSFIELD**

RE: Downtown Mansfield Revitalization and Enhancement Project

This **ASSISTANCE AGREEMENT** (the "Agreement") is made and entered into by and between the **STATE OF CONNECTICUT**, (hereinafter the "State"), acting herein by Catherine H. Smith, its Commissioner of Economic and Community Development (hereinafter, the "Commissioner"), pursuant to the power granted by the Office of Policy and Management under section 4-66g(d) of the Connecticut General Statutes (the Small Town Economic Assistance Program Act, hereinafter "STEAP") and the **Town of Mansfield** (hereinafter the "Applicant" or "contractor") acting herein by **Matthew Hart**, its duly authorized **Town Manager**.

WITNESSETH:

WHEREAS, the governing body of the Applicant has submitted to the State a series of documents, including an acceptance letter in response to a proposal submitted to it by the Commissioner dated **March 30, 2012**, (the "Commissioner's Proposal"), an Application for Financial Assistance, a resolution from the Applicant's appropriate organizational body authorizing the Applicant to submit said Application, a Project Financing Plan and Budget, and exhibits, if any, and has caused to have submitted an Opinion of Counsel and other documents (all, together with all other documents and agreements executed by the Applicant in connection with this Agreement, hereinafter the "Project Documents") for a project entitled the **Downtown Mansfield Revitalization Enhancement Project** (hereinafter the "Project") and has represented to the State that it can rely upon the information within the Project Documents as being accurate and complete;

WHEREAS, in reliance upon the information submitted by or caused to be submitted by the Applicant, the State acting by and through its Office of Policy and Management has approved funding for the Project; and

WHEREAS, the State and the Applicant desire to define the terms and conditions upon which such financial assistance will be made available to the Applicant.

NOW THEREFORE, in consideration of the mutual promises of the parties hereto, and of the mutual benefits to be gained by the performance thereof, the State and the Applicant hereby agree as follows:

ARTICLE 1 - STATE OBLIGATIONS

1.1. Financial Assistance. The State hereby agrees, subject to the terms of this Agreement and its Exhibits and in reliance upon the facts and representations set forth in the Project Documents, to provide financial assistance to the Applicant for the Project in the form of a STEAP Grant in an amount not to exceed \$500,000 (hereinafter, the "Funding").

ARTICLE 2 - APPLICANT WARRANTIES, COVENANTS, AND OBLIGATIONS

The Applicant represents, warrants and covenants as follows, and further covenants that on and after the closing and for so long as this Agreement or any clause thereof shall remain in effect:

2.1. Form of Business Entity. The Applicant is a municipal corporation duly created and validly existing under the laws of the State of Connecticut. Further, the Applicant will preserve and maintain its existence as a municipal corporation duly organized, validly existing, and in good standing under the laws of Connecticut.

2.2. Ability to Conduct Business. The Applicant has all franchises, permits, licenses, and other similar authorizations necessary for the conduct of its business as now being conducted by it, and it is not aware of any state of facts that would make it impossible or impractical to obtain any similar authorization necessary for the conduct of its business as planned to be conducted. The Applicant is not in violation, nor will the transactions contemplated by the Agreement or the Project Documents to which it is a party, cause a violation of the terms or provisions of any such franchise, permit, license, or similar authorization.

2.3. Authorization to Enter Into and Execute Project Documents. The execution and delivery of the Project Documents and this Assistance Agreement by the Applicant, and the performance of its obligations thereunder, are within its power, have been duly authorized by all necessary action on its part, and are not in contravention of law nor in contravention of its organizational documents or governing bylaws or of the provisions of any indenture, agreement, or undertaking to which it, its principals or employees are parties or by which they are bound.

2.4. Other Authorization Unnecessary. No consent, license, or approval from any governmental authority is or will be necessary for the valid execution and delivery by the Applicant of the Project Documents. The Applicant agrees that nothing in the Agreement relieves it from any obligation under law to obtain any such license, consent, or approval.

2.5. Agree to Undertake Project. The Applicant agrees to undertake and complete the Project as described in the Commissioner's Proposal.

2.6. Obstacles to Entering and Executing Project.

(A) Existing Suit or Other Actions. There is no action, suit, proceeding or investigation at law, in equity, or before any court, public board, arbitrator, or body, pending or, to the Applicant's knowledge, threatened against or affecting it, which could or might adversely

affect the Project, any of the transactions contemplated by the Project Documents or the validity of the Project Documents, or the Applicant's ability to discharge its obligations under the Project Documents.

(B) Default of Existing Orders or Instruments. The Applicant is not in default beyond any applicable notice and grace periods with respect to any order of any court, arbitrator, or governmental body which could or might adversely affect the Project, or any of the transactions contemplated by the Project Documents or the validity of the Project Documents, or the Applicant's ability to discharge its obligations under the Project Documents. In addition, the Applicant is not in default beyond any applicable notice and grace periods in the performance, observance or fulfillment of any of the terms, obligations, covenants, conditions, or provisions contained in any agreement or instrument to which the Applicant is a party or to which its property is subject, which default, together with all such defaults, singularly or in the aggregate, may have a materially adverse effect on the business, assets, liabilities, financial condition, results of operations or business prospects of the Applicant.

(C) Instance of Default. No Instance of Default (as defined in section 4.1 hereof) has occurred or is continuing, and the Applicant has no knowledge of any currently existing facts or circumstances which, with the passage of time or the giving of notice, or both, would constitute an Instance of Default.

2.7. Material Adverse Change.

(A) Financial Condition. There has been no material adverse change in the financial condition of the Applicant since the date of application for the Funding that has not been previously disclosed in writing to the Commissioner.

(B) Representations in Documents. All financial statements, including, without limitation, balance sheets and profit and loss statements, delivered to the Commissioner are correct and complete, and fairly present the financial position and results of operations of the Applicant at the times of and for the periods reflected by such financial statements. The financial statements and all other written statements furnished by the Applicant in connection with the Funding do not contain any untrue statement of material fact and do not omit any material fact whose omission would make the statements contained therein or herein misleading.

(C) Other Facts. There is no fact which the Applicant has not disclosed to the Commissioner in writing, which writing, if any, is attached hereto as Exhibit A, which materially and adversely affects or, as far as the Applicant can reasonably foresee, is reasonably likely to prove to affect materially and adversely the business, operations, properties, prospects, profits, or condition of the Applicant. Further, the Applicant will notify the Commissioner, in writing, promptly of any material adverse change in the financial condition or business prospects of the Applicant.

2.8. Use of State Funding. The Funding shall be used for the Project as set forth in the Commissioner's Proposal and in accordance with the most recently approved Project Financing Plan and Budget. The Funding shall be used for that purpose and for no other purpose.

(A) Additional Costs Above Funding. Any amount in excess of the amount of the Funding that may be necessary to cover the cost of the Project as set forth in the most recently approved Budget shall be the responsibility of the Applicant and shall not be covered by the Funding. The Applicant shall, as a minimum, provide the level and sources of funding as indicated in the Project Documents, and shall expend those funds in accordance with the Budget.

(B) Budget. The Project Financing Plan and Budget most recently approved by the Commissioner shall constitute the Budget for the Project. The Budget may be amended by request of the Applicant if such request is approved in writing by the Commissioner. Approval by the Commissioner of any revised Budget shall not constitute or imply a revision of the amount of the Funding.

2.9. Payment of Other Obligations. The Applicant will pay and discharge promptly when due and payable all taxes, assessments and governmental charges levied or imposed upon it, its property, or any part thereof, or upon its income or profits, or any part thereof, as well as all lawful claims for labor, materials and supplies, which, if unpaid, might by law become a lien or charge upon its property, provided that such charges need not be paid while being contested by the Applicant in good faith and by appropriate legal proceedings so long as adequate book reserves have been established with respect thereto and the Applicant's title to, and its right to use, its property is not materially and adversely affected thereby. The Applicant also agrees to pay all taxes or duties levied or assessed upon said sum against the State or the obligation evidenced hereby and to pay all costs, expenses, and attorneys' reasonable fees incurred by the State in any proceeding for the collection of the obligations evidenced hereby upon the happening of an Instance of Default as provided for in the Project Documents or in any litigation or controversy arising from or connected with the Project Documents.

2.10. Compliance with Laws, Regulations, Rules, and Executive Orders. In the administration and execution of the Project, the Applicant shall comply with all pertinent provisions of local, State and Federal law applicable to it and/or its properties and/or its business, and maintain its property in good repair. Failure to do so shall constitute an Instance of Default by the Applicant under this Agreement. The Applicant agrees to provide each labor union or representative of workers with which such Applicant has a collective bargaining agreement or other contract or understanding and each vendor with which such Applicant has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Applicant's commitments under this section, and to post copies of such notice in conspicuous places available to be seen by employees and applicants for employment.

Specifically, but not by way of limitation, the Applicant agrees to the following:

(A) For the purposes of subsection (B) of this section 2.10, the following terms are defined as follows:

1. "Commission" means the Commission on Human Rights and Opportunities;
2. "Contract" and "contract" means the Agreement and any extension or modification of the Agreement;
3. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
4. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
5. "Good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
6. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
7. "Marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
8. "Mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
9. "Minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
10. "Public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of subsection (B) of this section 2.10, the terms "Contract" and "contract" do not include a contract where each contractor is (a) a political subdivision of the state, including, but not limited to, a municipality, (b) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (c) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (d) the federal government, (e) a foreign government, or (f) an agency of a subdivision, agency, state or government described in the immediately preceding items (a), (b), (c), (d) or (e).

(B) (1) (a) The contractor agrees and warrants that in the performance of the Contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the contractor that such disability prevents performance of the work involved; (b) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (c) the contractor agrees to provide each labor union or representative of workers with which the contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (d) the contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (e) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(2) Determination of the contractor's good faith efforts shall include, but shall not be limited to, the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may

prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(3) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(4) The contractor shall include the provisions of subsection (1) of this section 2.10(B) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(5) The contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(6) (a) The contractor agrees and warrants that in the performance of the Contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (b) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (c) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (d) the contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(7) The contractor shall include the provisions of the foregoing subsection (6) of this section 2.10(B) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions

including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(C) Executive Order No. Three. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this Agreement may be cancelled, terminated or suspended by the State Labor Commissioner for violation or of noncompliance with said Executive Order No. Three, or any State or Federal Law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to Agreement performance in regard to nondiscrimination, until the Agreement is completed or terminated prior to completion. The Applicant agrees as part consideration hereof, that this contract is subject to the guidelines and rules issued by the State Labor Commissioner to implement Executive Order No. Three and that it will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State and the State Labor Commissioner.

(D) Executive Order No. Seventeen. This Agreement is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this Agreement may be cancelled, terminated or suspended by the Commissioner or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement. The parties to this Agreement, as part of the consideration hereof, agree that the Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to Agreement performance in regard to listing all employment openings with the Connecticut Employment Service.

(E) Executive Order No. Sixteen. This Agreement is subject to, and Applicant hereby agrees to abide by Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, the Agreement may be cancelled, terminated or suspended by the State for violation or noncompliance with said Executive Order No. Sixteen.

(F) Environmental Laws. The Applicant hereby agrees to indemnify and hold harmless the State from and against any liabilities, losses, damages, costs, or expenses, including attorney's fees, arising out of or in connection with the presence of hazardous waste in connection with the Project, or any lien or claim under Conn. Gen. Stat. section 22a-452a, as amended, or other federal, state, or municipal statute, regulation, rule, law, or proceeding relating to environmental matters, which indemnity shall survive repayment in full of the Funding, and termination and/ or release of the Project Documents.

2.11. Conflict of Interest. The Applicant will adopt and enforce measures appropriate to assure that no member of the Applicant's governing bodies and none of its officers or employees shall have or acquire voluntarily an interest in any agreement or proposed agreement in connection with the undertaking or carrying out of the Project.

2.12. Notification of Instance of Default by Applicant. The Applicant shall notify the Commissioner promptly of the occurrence of any default hereunder or under any of the other Project Documents, or any other document, instrument or agreement to which the Applicant or its properties are subject and of the actions it intends to take in order to cure such default in a timely manner.

2.13. Representations in Other Documents. All statements contained in any certificate, financial statement, legal opinion or other instrument delivered by or on behalf of the Applicant pursuant to or in connection with this Agreement shall constitute representations and warranties made under this Agreement. All representations and warranties made under this Agreement shall be made at and as of the date of this Agreement, and at and as of the date of receipt of the Funding. All representations and warranties made under this Agreement shall survive the execution and delivery hereof and shall not be deemed to have been waived by any investigation made or not made by the State. The Project Documents to which the Applicant is a party, when delivered, will be legal, valid, and binding obligations of the Applicant, enforceable against it in accordance with their respective terms.

2.14. Security. INTENTIONALLY OMITTED.

2.15. Indemnification. The Applicant shall and hereby agrees to indemnify, defend, and hold State, and its agents, officials, and employees, harmless from and against any and all suits, damages, claims, causes of actions, demands, judgments, penalties, costs, expenses, attorney's fees, and any and all injuries to persons or property and all other matters arising out of or incurred in connection with the performance by the Applicant of the terms, conditions, and covenants of this Agreement or in connection with the Project.

ARTICLE 3 - PROJECT ADMINISTRATION

3.1. Records. The Applicant shall maintain records in a complete, businesslike manner, including full, accurate and current minutes and records of the Project in a form satisfactory to the Commissioner. The Applicant will furnish to the Commissioner or his designee, at such times as the Commissioner shall determine, any document, data, and information relating to the Project in possession of the Applicant which is requested by the Commissioner. The Commissioner, or his designee, shall, for the purpose of determining the proper disposition of the Funding, have the right at any time during normal business hours to inspect the minutes, records, books, files, documents, payrolls, employment contracts and conditions, contracts, and any other papers or electronic records of the Applicant, or to make inspection of any physical location of the Applicant. The Applicant shall aid and cooperate with such inspection.

3.2 Payment to Applicant. In order to permit the State to make payment to the Applicant with respect of the Funding, the Applicant agrees as follows:

(A) Office of the State Comptroller Electronic Fund Transfer Automated Clearing House ("ACH")(EFT) Program. Upon the execution of this Agreement, the Applicant shall provide current, verifiable bank account information for accounts with Applicant's bank to the Office of the State Comptroller ("OSC") by submitting a completed Electronic Funds Transfer ACH (EFT) Election Form, available at <http://www.osc.ct.gov/apd/eftprogram/index.html>, and such additional information as the OSC may require.

(B) Requisition Form. In order to bring about the transfer of moneys to the account designated under subsection (A) above (the "Account"), the Applicant shall requisition funds on forms provided by the Commissioner and in the manner prescribed by this Agreement. Payment to the Applicant will be made based upon said requisition forms.

(C) Preagreement Costs. Unless authorized by the Commissioner in writing, no costs incurred prior to **May 1, 2012** are eligible for payment from the Funding.

3.3. Insurance. INTENTIONALLY OMITTED.

3.4. Personal Service Contracts. All Project cost items of personal service, except those to be performed by volunteers and those to be performed by employees of the Applicant who will not receive extra compensation for such service, shall be performed pursuant to a written contract, and the Applicant shall, upon request, provide the Commissioner with copies of all such contracts.

3.5. Inspections. INTENTIONALLY OMITTED.

3.6. Audit. Each Applicant subject to a federal and/or state single audit must have an audit of its accounts performed annually. The audit shall be in accordance with the DECD Audit Guide, located at <http://www.ct.gov/ecd/cwp/view.asp?a=1096&q=249676> and the requirements established by federal law and state statute. All Applicants not subject to a federal and/or state single audit shall be subject to a Project-specific audit of its accounts within ninety (90) days of the completion of the Project or at such times as required by the Commissioner. Such audit shall be in accordance with the DECD Audit Guide. An independent public accountant as defined by generally accepted government auditing standards (GAGAS) shall conduct the audits. At the discretion and with the approval of the Commissioner, examiners from the Department of Economic and Community Development may conduct Project-specific audits.

3.7. Repayment to State Based Upon Audit. In the event that an audit referred to in section 3.6 above demonstrates that the actual expenditures made by the Applicant in connection with the Project are less than the maximum allowable amounts for disbursement by the State, as set forth in section 1.1 above, any such excess disbursement made by the State in respect of the Funding shall become immediately due and payable by the Applicant to the State. Upon repayment by the Applicant of such excess amount of the Funding which has been disbursed to the Applicant, the stated amount of the Funding under this Agreement shall be amended, as

applicable, so as to evidence the actual amount of the Funding which has been received by the Applicant.

3.8. Yearly Reports. The Applicant shall furnish upon request to the State within ninety (90) days of the end of each of the Applicant's fiscal year(s), or earlier as determined by the Commissioner for each year that this Agreement remains in effect, such financial and other information that the Commissioner may require at his discretion.

3.9 Semi-Annual Project Financial Statements. The Applicant shall provide a semi-annual unaudited Balance Sheet and cumulative Statement of Program Cost to the Commissioner in the approved DECD project statement format as outlined in the most current Accounting Manual located at <http://www.ct.gov/ecd/cwp/view.asp?a=1096&q=249670>. This information will be required to be provided within 30 days after June 30th and December 31st until the expiration date of the Project Financing Plan and Budget, as may be amended from time to time.

ARTICLE 4 - DEFAULT

4.1. Instances of Default. The occurrence of any of the following events shall constitute a default under this Agreement (an "Instance of Default"):

(A) Breach of Agreement. If the Applicant fails to perform any act, duty, obligation or other agreement contained herein or in any other Project Document or fails to forebear from any unpermitted act, or if the Applicant abandons or terminates the Project, or takes such steps that such an abandonment or termination is imminent.

(B) Misrepresentation. If any representation or warranty made by the Applicant or caused to be made for the Applicant in any of the Project Documents prove at any time to be incorrect in any material respect.

(C) Receivership or Bankruptcy. If the Applicant shall: (i) apply for or consent to the appointment of a receiver, trustee or liquidator of all or a substantial part of any of its assets; (ii) be unable or admit in writing its inability to pay its debts as they mature; (iii) file or permit the filing of any petition or reorganization or the like under any insolvency or bankruptcy law, or the adjudication of it as a bankrupt, or make an assignment for the benefit of creditors or consent to any form of arrangement for the satisfaction, settlement or delay of debt or the appointment of a receiver for all or any part of its properties; or (iv) any action shall be taken by Applicant for the purpose of effecting any of the foregoing.

(D) Condemnation or Seizure. If any Federal, state or local governmental instrumentality, body or agency shall condemn, seize or otherwise appropriate, or take custody or control of all or any substantial portion of the properties or assets of Applicant.

(E) Lack of Adequate Security. The State may, at any time and in good faith, deem itself to be insecure. For the purposes of this Agreement, the State shall be entitled to deem itself insecure when some event occurs, fails to occur or is threatened or some objective condition

exists or is threatened which materially impairs the prospects of the Applicant's business, or which materially affects the financial condition or business operations of Applicant. Also included is the actual or threatened waste, removal, or demolition of, or material alteration to, any significant part of the Applicant's property.

(F) Violation of Terms in Other Project Documents. The occurrence of a default or violation under any of the Project Documents.

4.2. Events in Instances of Default.

(A) Notice of Default. If the Applicant defaults or shall commit or allow any breach of the Applicant's covenants, agreements and other obligations under this Agreement, material or otherwise, including, without limitation, an Instance of Default, hereunder, the Commissioner shall notify the Applicant of the default in writing.

(B) Opportunity to Cure. Upon the occurrence of an Instance of Default, the Commissioner may determine that permitting an opportunity to cure a default could jeopardize the Project, or would not be in the best interests of the State. Under those circumstances, no opportunity to cure need be given and the Commissioner may seek other remedies. Without in any way limiting the preceding right to act without providing the opportunity to cure, the Commissioner may provide the Applicant thirty (30) days after the Notice of Default, or such longer period of time as the Commissioner may determine and set forth in writing, to cure or remedy the default or breach. Said cure or remedy will not be effective unless accepted, in writing, by the Commissioner.

(C) Remedies. Upon the occurrence of an Instance of Default, the State, acting by the Commissioner, shall have, to the full extent permitted by law, each and all of the following remedies in addition to those provided for in other portions of this Agreement:

(1) To suspend all further payments by the State to the Applicant until such default is cured to the satisfaction of the Commissioner;

(2) To proceed to enforce the performance or observance of any obligations, agreements, or covenants of the Applicant in this Agreement or the Project Documents;

(3) To declare the entire amount of the Funding to be immediately due and payable and to bring any and all actions at law or in equity as may be necessary to enforce said obligation of repayment. In such Instances of Default, the Applicant hereby agrees to repay immediately to the State the entire amount of the Funding received, and liquidated damages equal to five percent (5%) of the total amount of the Funding received;

(4) The right to a writ of mandamus, injunction or similar relief against the Applicant because of such default or breach;

(5) The right to maintain any and all actions at law or suits in equity, including receivership or other proper proceedings, to cure or remedy any defaults or breaches of covenants under this Agreement;

(6) The Applicant agrees that all expenditures incurred by State under the Project Documents are other than principal, and the principal of this Agreement after maturity or acceleration or upon an event of default or after a judgment hereon, shall bear interest at the rate of fifteen percent (15%) per annum from the date of demand, acceleration, default or judgment as applicable.

(7) The State may collect costs associated with collection efforts as outlined in section 2.9 of this Agreement

ARTICLE 5 - MISCELLANEOUS PROVISIONS

5.1. Nonwaiver. If the State does not exercise, or delays in exercising, or exercises in part any of the State's rights and remedies set forth in this Agreement for the curing or remedying of any default or breach of covenant or condition, or any other right or remedy, in no event shall such non-exercise, delay or partial exercise be construed as a waiver of full action by the State or a waiver of any subsequent default or breach of covenant or condition. Nothing herein may be construed as a waiver or limitation by the Commissioner of the State's sovereign immunity.

5.2. Severance. If any court determines any provision or provisions of this Agreement to be invalid, the remainder of this Agreement shall not be thereby affected.

5.3. Agreement Date. This Agreement shall become effective as of the date of its approval by the Attorney General of the State of Connecticut or his designee.

5.4. Originals. This Agreement shall be executed in three (3) counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

5.5. Multiple Applicants. If there is more than one Applicant, the obligations hereunder and under the Project Documents, shall be joint and several.

5.6. Notices. Any notice to the Applicant pursuant hereto or pursuant to any of the Project Documents may be served in person or by mail. Any such requirement shall be deemed met by any written notice personally served at the principal place of business of the Applicant, or at such other address as the Applicant shall notify the Commissioner, or mailed by depositing it in any post office station or letter box enclosed in a postage-paid envelope addressed to the Applicant at Town of Mansfield, 4 South Eagleville Road, Mansfield, CT 06268 or at such other address as provided above. Any notice to the State, Department, or Commissioner shall be addressed to the Commissioner at the Department of Economic and Community Development, 505 Hudson Street, Hartford, CT 06106. Any notice served upon the State, Department, or Commissioner under this

Agreement or any other Project Document shall be effective only upon receipt by the Commissioner.

5.7. Waivers by Applicant. The Applicant and all others who may become liable for all or any part of this obligation do hereby waive demand, presentment for payment, protest, notice of protest and notice of non-payment of this Agreement and do hereby consent to any number of renewals or extensions of time of payment hereof and agree that any such renewals or extensions may be made without notice to any of said parties and without affecting their liability herein and further consent to the release of any party or parties liable hereon, all without affecting the liability of the other persons, firms or corporations liable for the payment of this Agreement.

5.8. Gender, Number and Captions. The use of a personal pronoun shall refer to all persons regardless of the proper grammatical term; the singular includes the plural; and, captions for sections are included only for reference and do not modify or effect the terms, conditions and provisions of any document, agreement or instrument.

5.9. Modification. This Agreement may not be modified or amended in any manner except in a written agreement executed by all of the parties hereto. In the event that the Applicant seeks modification in the form of a consent or a subordination to financing required by the Applicant in its normal course of business, the Applicant shall request such modification in writing to the Commissioner not less than thirty (30) days prior to the date such modification is required. The Applicant shall promptly reimburse the State for expenses, including reasonable attorneys' fees, incurred in negotiating and entering into such modification.

5.10. Provision of Other Documents. Upon the request of the Commissioner, the Applicant shall execute and deliver or cause to be executed and delivered such further documents and instruments and do such further acts and things as the Commissioner may request in order to effectuate more fully the purposes of this Project, to secure more fully the payment of the Funding in accordance with its terms, and to vest more completely in and assure to the Commissioner its rights under the Project Documents. Without limiting the generality of the foregoing, the Applicant will join with the Commissioner in executing such financing statements, agreements, notices or other documents or instruments as the Commissioner shall deem necessary or desirable to create, preserve, protect, maintain or enforce its rights and interests in and its liens on the property of the Applicant. The Applicant shall pay the cost of filing and recording, or refiling and re-recording, such documents and instruments in all public offices in which such filing or recording, or refiling or re-recording, is deemed by the Commissioner to be necessary or desirable.

5.11. Assignment. This Agreement and any of the documents related hereto and the rights, duties, or obligations thereunder may not be assigned by the Applicant without the written consent of the Commissioner. Any assignment made without the written consent of the Commissioner shall be void and of no force or effect.

5.12. Survival of Representations. For the purposes of this Agreement, the term "Applicant" shall mean and include any successor or assigns of Applicant including any representative of Applicant under the provisions of any state or Federal law governing bankruptcy, insolvency, receivership or reorganization. All warranties, representations and covenants made by

the Applicant in this Agreement or in any of the Project Documents or in any certificate or instruments delivered to the State in connection with the Funding shall be considered to have been relied upon by the Commissioner and shall survive until the later of: (i) ten (10) years after receipt of the last installment of the Funding; or (ii) repayment in full of the Funding. This Agreement and the other Project Documents shall be binding upon and inure to the benefit of the successors and assigns of each of the parties; provided, however, that nothing in this provision shall imply that the Applicant has the right or authority to assign its rights, duties or obligations hereunder or under any of the Project Documents without the written consent of the Commissioner.

5.13 Governing Documents. In the event of any conflict between this Agreement and any of the Project Documents, this Agreement shall be controlling.

5.14. Third Parties. This Agreement is between the State and the Applicant only and shall not be relied upon by any third party. Without limiting the foregoing, the State shall have no liability to any party whatsoever (including, without limitation, the Applicant, or anyone conducting business with the Applicant) in the event the State, for any reason at any time, determines not to advance the Funding or any portion thereof for any reason or otherwise exercises its rights under this Agreement or any other Project Documents.

5.15. Governing Laws. The Project Documents and this Agreement shall be governed by the laws of the State of Connecticut.

5.16. Jurisdiction. The Applicant agrees that the execution of the Agreement and the other Project Documents, and the performance of its obligations hereunder and thereunder, shall be deemed to have a Connecticut situs, and the Applicant shall be subject to the personal jurisdiction of the courts of the State of Connecticut with respect to any action the Commissioner, his successors or assigns may commence hereunder or thereunder. Accordingly, the Applicant hereby specifically and irrevocably consents to the jurisdiction of the courts of the State of Connecticut with respect to all matters concerning this Agreement or any of the other Project Documents or the enforcement thereof in any action initiated by the Commissioner or which the Commissioner voluntarily joins as a party.

<ARTICLE 6 - SPECIAL CONDITIONS>

IN WITNESS WHEREOF, the parties hereto make and enter into this Agreement.

The Town of Mansfield

By: _____
Name: Matthew W. Hart
Title: Town Manager
Duly Authorized

Dated: _____

**STATE OF CONNECTICUT
DEPARTMENT OF ECONOMIC
AND COMMUNITY DEVELOPMENT**

By: _____
Name: Catherine H. Smith
Title: Commissioner
Duly Authorized

Dated: _____

Approved as to Form:

OFFICE OF THE ATTORNEY GENERAL

By: _____
Name:
Title:
Duly Authorized

Dated: _____

EXHIBIT A

[Applicant's Writings]

PAGE
BREAK



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant to the Town Manager; Cherie Trahan, Director of Finance; Cynthia van Zelm, Executive Director, Mansfield Downtown Partnership
Date: May 14, 2012
Re: Rental Fee for Mansfield Downtown Partnership Office Space

Subject Matter/Background

Starting on June 1, 2011, the Mansfield Downtown Partnership located its office in the Audrey P. Beck Municipal Building, occupying space formerly used by the Mansfield Probate Court. We are pleased to share our facility with the Partnership and expect the arrangement to continue to be beneficial to all parties.

Last year, the Town Council approved a rate of \$7,582.80 annually for the use of the office space through May 31, 2012. This fee was commensurate with area rental rates and recommended by a local realtor. The fee included utilities, and as the Partnership serves as the Town's municipal development agency, the Town offered a 15 percent discount on the base rent.

I propose that the Town charge the Partnership a rate of \$7,810 annually for the use of the office space for the upcoming year; this rate represents a three percent increase over the current year rate.

Recommendation

Staff recommends the Council approve the annual fee of \$7,810 to be charged to the Mansfield Downtown Partnership for the use of 356 square feet of office space within the Audrey P. Beck Municipal Building for the period from June 1, 2012 through May 31, 2013. The Town may choose to adjust the fee in subsequent years if the Partnership remains located in the Beck Building.

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

Move, to approve the annual fee of \$7,810 to be charged to the Mansfield Downtown Partnership for the use of 356 square feet of office space within the Audrey P. Beck Municipal Building, for the period from June 1, 2012 through May 31, 2013. The Town reserves the right to adjust the fee for any subsequent lease periods.

LICENSE AGREEMENT

This License Agreement is entered into by and between the TOWN OF MANSFIELD, a municipal corporation organized and existing under the law of the State of Connecticut, with a principal mailing address at the Audrey P. Beck Municipal Building, Four South Eagleville Road, Mansfield, CT 06268 ("Licensor"), and the MANSFIELD DOWNTOWN PARTNERSHIP, INC., organized and existing under the law of the State of Connecticut, with a current principal mailing address at Audrey P. Beck Municipal Building, Four South Eagleville Road, P.O. Box 513, Mansfield, CT 06268 ("Licensee").

WITNESSETH

WHEREAS, the Licensor is the owner of property and premises located at Four South Eagleville Road, Mansfield, CT 06268, ("the Property") upon which lies the building commonly known as the Audrey P. Beck Municipal Building ("the Building"); and the Licensee is the Municipal Development Agency of said Licensor, the Town of Mansfield, ("Property");

NOW, THEREFORE, for and in consideration of the promises and of the mutual covenants and agreements herein contained, and other valuable considerations, the sufficiency of which are hereby acknowledged, the Licensor hereby agrees to license the Licensee to occupy a portion of the Property as follows:

1. **Premises.** The Licensor agrees to permit the Licensee to occupy and use that portion of the said Beck Building a total of approximately 356 square feet, which will also include access to and use of common areas, including Town of Mansfield parking lots abutting the Building, and meeting rooms.
2. **Term.** This License shall have a term of One (1) year, commencing on June 1, 2012 and expiring at midnight on May 31, 2013. If there is to be any subsequent term, it shall be negotiated by the parties and memorialized in writing prior to the end of this Term.
3. **Termination.** Either Party may terminate this license with or without cause upon one (1) month's written notice to the other party.
4. **Space "As Is".** Licensee has inspected the Premises to be licensed and agrees the area to be licensed is in good repair and order and takes the Licensed Area "As Is". Licensor makes no warranty, express or implied, as to the suitability of the licensed premises for the Licensee's intended use or purpose and expressly disclaims any such warranty.

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Deleted: an initial term of One (1) year, commencing on June 1, 2011 and expiring at midnight on May 31, 2012 (Initial Term). If there is to be any subsequent term, it shall be negotiated by the parties and memorialized in writing prior to the end of the Initial Term. 1

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5. **License Fee.** The Licensee will pay to Licensor a fee equal to \$7,810 per year during the Term. ("Annual License Fee"). The Fee will be paid in advance, without demand, in total, or in twelve equal (12) monthly installments, due on or before the first day of each month ("Monthly License Fee"). Utilities are included in said Fee, which includes a discount of fifteen (15) per cent in recognition that the Licensee is the municipal development agency of the Town of Mansfield, the Lessor.

Comment [cav1]: Matt suggested a 3 percent increase and that is what I have included in my budget that is in the Town budget.
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6. **Payment.** Payments should be presented to: Town of Mansfield, Finance Department, ATTN: Cherie A. Trahan, Director of Finance, 4 South Eagleville Road, Mansfield, CT 06268, or to such address as the Licensor shall from time-to-time provide the Licensee.

7. **Utilities and Maintenance.** Utilities are included in the License Fee. Licensee agrees that during the term of this License it shall assume responsibility to keep the Premises in a state of good repair, perform all necessary day-to-day maintenance to the Premises, and shall not make, suffer or permit any waste of the Premises.

The Licensor shall plow out parking spaces, sidewalks and main drive and mow grass. The Licensor shall pick up garbage and recyclables from dumpsters on the premises.

In the event that major structural maintenance and/or capital replacement of items is needed to the roof, walls, windows, heating apparatus, water pipes, electrical system, or other utility systems (not of the fault of the Licensee and its invitees), then Licensor and Licensee shall meet to discuss said items and the ultimate resolution of the repair. The parties may agree that one, the other, or both will assume responsibility or share the cost of the repair. In the event both parties cannot resolve the cost and responsibility for such repairs or replacement, either party may terminate this License upon written notice to the other. Such termination will be effective as soon as practicable under the circumstances but in no event more than 30 days from the notice.

8. **Licensor's Occupancy in Building and Premises.** The Licensee knows that the Licensor occupies the remainder of the Building and Property and Licensee will not interfere with Licensor's use or uses of the remaining Property and Building.

9. **Compliance with law; Indemnity.** Licensee, and its officers, directors, members, employees, volunteers, invitees, servants, agents, representatives, contractors, subcontractors, successors and assigns (collectively "Licensee Indemnitors"), shall not do or permit any act or thing to be done upon the Property and/or in connection with this License which violates any governmental law, statute, code, rule, regulation, grant, ordinance or order, including those of any federal, state, county or Mansfield entity, commission, department, board, agency or official (collectively "Laws").

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Licensee, on behalf of itself and all Licensee Indemnitors, shall indemnify, defend and hold Licensor and all Licensor Indemnitees harmless from and against any and all Claims which may be directly and/or indirectly imposed upon, incurred by or asserted against Licensor and/or any Licensor Indemnitee, (except for Claims arising solely out of the gross negligence, reckless and/or willful or intentional misconduct of Licensor and/or any Licensor Indemnitee), arising out of, related to and/or in connection with use and occupancy of the Property. Licensee shall obtain and maintain in force for the benefit of itself and Licensor general public liability insurance in the amount of not less than \$1,000,000.00 combined single limit coverage against claims for personal injury, death, or property damage.

10. **Inspection.** The Licensor, by its authorized personnel, may enter upon the Premises at any reasonable time and in a manner consistent with the Licensee's policies, for any purpose necessary, incidental to or connected with the performance of the provisions of this License Agreement or in the exercise of its governmental functions. In the event of an emergency or threat thereof, as reasonably determined in the Licensor's sole discretion, the Licensor shall have the right to immediately enter the Premises.
11. **Surrender of Possession.** Upon the expiration or other termination of this License Agreement, the Licensee's authority to use and occupy the Premises and Property and any structures and/or improvements thereon shall cease and the Licensee shall, upon such expiration or termination, promptly surrender the Premises and any structures and/or improvements thereon to the Licensor. Personal Property of the Licensee not removed upon the expiration or termination of the leasehold shall be considered abandoned, and Licensor shall have the fair authority of Licensee to dispose of said property at the full discretion of the Licensor.
12. **Assignment and Subletting.** The Licensee shall not, at any time, assign this License Agreement or any part hereof, nor shall the Licensee sublicense the Property or any part thereof, nor shall the Licensee grant any licenses or concessions in connection with the Property, without the prior written consent of the Licensor.
13. **Quiet Enjoyment.** The Licensor agrees that, on payment of the rentals, performance of the agreements required hereunder on the part of the Licensee, the Licensee shall peaceably have and enjoy the Premises and the rights granted herein during the Term of this License Agreement, subject to other uses of the property stated in paragraph 9.
14. **Modifications.** This License Agreement contains all understandings, covenants, and agreements between the parties hereto, and the provisions herein contained shall be modified or amended only by written agreement duly executed by the Licensor and the Licensee.

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15. Notices. Notices to the Licensor shall be sufficient if addressed to: **Matthew W. Hart, Town Manager, Town of Mansfield, Four South Eagleville Road, Mansfield, CT 06268;** with a copy sent to: **Dennis O'Brien, Esquire, Attorneys O'Brien & Johnson, 120 Bolivia Street, Willimantic, CT 06226.** Notices to the Licensee shall be sufficient if addressed to: **Cynthia van Zelm, Executive Director, Mansfield Downtown Partnership, Inc., Audrey P. Beck Building, Four South Eagleville Road, Mansfield, CT 06268;** with a copy sent to: **John Zaccaro, Cipparone & Zaccaro, P.C., 261 Williams Street, New London, CT 06320.** If not hand delivered, such notices must be sent by registered or certified mail, postage prepaid, return receipt requested, or by nationally recognized messenger or courier service guaranteeing overnight delivery, postage prepaid.

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16. Severability. Each provision hereof shall be separate and independent and the breach of any such provision by the Licensor or Licensee shall not discharge or relieve the other party from its obligations to perform each and every covenant to be performed hereunder. If any provision hereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to persons or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and enforceable to the extent permitted by law. All provisions contained in this License Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the respective successors and assigns of the Licensor and Licensee to the same extent as if each such successor and assign were named as a party hereto.

17. Governing Law. This License Agreement shall be governed by and interpreted in accordance with the laws of the State of Connecticut.

18. Counterparts. This License Agreement may be executed in any number of counterparts, each of which as executed shall be deemed to be an original, but all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Town of Mansfield has caused this License Agreement to be executed in its name by the Town Manager and affixed its official seal, and the said Licensee has caused this License Agreement to be duly executed, this _____ day of _____, 2012.

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Signed, Sealed and Delivered
In the presence of:

LICENSOR: TOWN OF MANSFIELD

Witness: _____

By _____

Matthew W. Hart
Its Town Manager
Duly Authorized

Witness: _____

LICENSEE: MANSFIELD
DOWNTOWN PARTNERSHIP, INC.

Witness: _____

By _____

Cynthia van Zelm
Its Executive Director
Duly Authorized

Witness: _____

STATE OF CONNECTICUT)

) ss: Mansfield

COUNTY OF TOLLAND)

On this the ____ day of _____, 2012, before me, _____, the undersigned officer, personally appeared **Matthew W. Hart**, who acknowledged himself to be the Town Manager of The Town of Mansfield, a municipality of the State of Connecticut, and that he as such Town Manager, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by himself as Town Manager.

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IN WITNESS WHEREOF, I hereunto set my hand.

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

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STATE OF CONNECTICUT)
)
COUNTY OF TOLLAND)

ss: Mansfield

On this the ____ day of _____, 2012, before me, _____, the undersigned officer, personally appeared Cynthia van Zelm, who acknowledged herself to be the Executive Director of the Mansfield Downtown Partnership, Inc. and that she as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Mansfield Downtown Partnership, Inc. by herself as such officer.

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IN WITNESS WHEREOF, I hereunto set my hand.

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

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant to Town Manager; Dennis O'Brien, Town Attorney
Date: May 14, 2012
Re: Parking Management Agreement between Town of Mansfield and Leyland Storrs, LLC (Storrs Center Alliance, LLC)

Subject Matter/Background

You will recall that in February of 2011, the Town Council authorized the Town of Mansfield to execute and implement a comprehensive Development Agreement by and between the Town, Storrs Center Alliance, LLC ("SCA") and Education Realty Trust, Inc ("EDR"), for the development of Phases 1A and 1B of the Storrs Center project. As you also know, thanks primarily to a grant from the State of Connecticut, the Development Agreement calls for the construction by the Town of an "Intermodal/Parking Facility," commonly known as "the Public Garage."

Section 9.05 of the Development Agreement executed on February 15, 2011, provides the basic details regarding management of the Parking Garage, once it is completed and operational, later this year. In section 905(a) of the Development Agreement, the parties agreed that SCA shall assume management responsibility for the Intermodal/Parking Facility, Internal On-Street Parking and the Storrs Road Parking on the date reasonably approved by the Town and SCA for commencement of operations. The term of that arrangement shall extend until the end of the 7th fiscal year following the October 1 immediately succeeding the issuance of the certificate of occupancy for the Residential Component of Phase 1A.

The term "Intermodal/Parking Facility" includes the Public Garage and certain "Shared Facilities," that serve both the garage and the Intermodal Facilities. The "Internal On-Street Parking" includes the parking spaces to be located on the internal public streets being improved as part of Phases 1A and 1B of Storrs Center. The "Storrs Road Parking" is the portion of Storrs Road between Mansfield Road and South Eagleville Road.

During the seven year term, the Development Agreement requires SCA to manage the Intermodal/Parking Facility, the Internal On-Street Parking and the Storrs Road Parking operations pursuant to a "Parking Management Agreement"

to be executed by SCA and the Town pursuant to which SCA will accept such engagement and agree to manage and operate the same in a commercially reasonable manner and to diligently discharge its duties set forth in Section 9.05 of the Parking Management Agreement. The payment and performance of SCA's obligations as "Operator" under the Parking Management Agreement are guaranteed by Leyland Alliance, LLC, pursuant to a Guaranty in the form attached to the Development Agreement. SCA is a subsidiary of Leyland.

Attached please find the proposed "Parking Management Agreement" negotiated by Town staff with SCA, doing business as Leyland Storrs, LLC, for the review and approval of the Town Council. Pursuant to the terms of the Parking Management Agreement, SCA (the "Operator") shall collect revenues from the operation of the parking spaces located in the Intermodal/Parking Facility, Internal On-Street Parking and Storrs Road Parking, including parking fines, and use those revenues for all customary and reasonable operating expenses of the Intermodal/Parking Facility, Internal On-Street Parking and Storrs Road Parking. These expenses include the cost of routine maintenance, parking regulation enforcement, insurance, sales and use taxes payable to the State of Connecticut on parking revenues, and a reasonable third party subcontractor management fee. If there is any deficiency, SCA, at its sole cost and expense, shall promptly pay such deficiency as provided for in the Parking Management Agreement.

If the revenues from operations during any Town fiscal year exceed the operating expenses for such time period, the excess shall be used to pay the following items in the following order: (i) to reimburse SCA for previous unreimbursed operating expense deficiencies paid by SCA and documented to the Town's reasonable satisfaction; (ii) (A) 50% to SCA, and (B) 50% to the Town until the aggregate amount distributed to the Town equals the aggregate amount of Annual Reserve Amounts to be deposited in the Repair and Replacement Reserve through the date of such distribution (to the extent not previously deposited with funds received from parking operation revenues from any fiscal year), which amounts shall be deposited by the Town in the Repair and Replacement Reserve (or, to the extent the Town has made up any prior deficiency, at the Town's election, to the Town for the benefit of Storrs Center), and (iii) 100% to SCA; amounts payable to SCA under the foregoing arrangement will be the sole compensation to SCA for its services under the Parking Management Agreement. All amounts collected by or on behalf of SCA from the parking operations will be held in trust for the purposes set forth in the Development Agreement.

The Parking Management Agreement contains such other items related to the provision of parking management services by SCA, including indemnifications, insurance, default provisions and remedies, dispute resolution procedure, as well as provisions stating that parking personnel shall be employees of SCA or a parking management company retained by SCA. When it is executed, the Parking Management Agreement will supersede the agreements set forth in

Section 9.05 of the Development Agreement; provided, however, that the Town may (but shall not be required to) utilize Town employees for issuance of parking tickets and enforcement of citations and fines in the designated parking areas.

As noted above, SCA, at no cost to the Town, may and is apparently likely to subcontract with a qualified parking management company for the provision of the parking management services pursuant to a written subcontract (which management company and subcontract shall be subject to approval by the Town); provided, however, that no such subcontract shall release SCA from its liability under the Parking Management Agreement.

Under the Parking Management Agreement, SCA or its agent must provide the kinds of equipment necessary for the efficient and economical maintenance of the Public Garage, the Shared Facilities and the On-Street Parking.

Legal Review

At my request, the Town Attorney has participated in the development and negotiation of this Parking Management Agreement.

Recommendation

Unless the Town Council wishes to make revisions to the Parking Management Agreement, staff recommends that the Council authorize me as Town Manager to execute the Agreement on behalf of the Town of Mansfield.

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

Move that the Town Manager be authorized to execute for the Town of Mansfield the Parking Management Agreement, as proposed by staff in its draft dated May 14, 2012, by and between the Town of Mansfield and Leyland Storrs, LLC.

Attachments

- 1) Draft Parking Management Agreement, dated May 14, 2012

PARKING MANAGEMENT AGREEMENT

Draft dated May 14, 2012

THIS PARKING MANAGEMENT AGREEMENT (this "**Agreement**") is dated as of _____, 2012, by and between the TOWN OF MANSFIELD (the "**Town**"), a municipal corporation organized under the laws of the State of Connecticut, having an address at 4 South Eagleville Road, Mansfield, Connecticut 06268, and LEYLAND STORRS, LLC, a limited liability company formed under the laws of the state of Connecticut (the "**Operator**"), having an address at P.O. Box 878 – 233 Route 17, Tuxedo, New York.10987 (each a "**Party**", and collectively, the "**Parties**").

WITNESSETH

WHEREAS, the Town is developing a public parking garage on the south side of Dog Lane in the Town of Mansfield, Connecticut (the "**Public Garage**"), and

WHEREAS, the Public Garage is designed to share certain facilities with an intermodal facility to be developed by the Town adjacent to the Public Garage (the "**Intermodal Facility**"). As currently contemplated, the Public Garage will share a common wall with the Intermodal Facility, the lobby serving the Public Garage and the Intermodal Facility mezzanine will be located within the Intermodal Facility, and the elevator bank and elevator serving the Public Garage and the mezzanine level of the Intermodal Facility will be located within the Public Garage, and there will be entranceways between the Public Garage and the Intermodal Facility (such shared areas that serve both the Public Garage and the Intermodal Facility are shown in cross hatching on the plan annexed hereto as Schedule 1 and are labeled as "joint use areas," and are referred herein, collectively, as the "**Shared Facilities**"). Other intermodal facilities, such as zip car parking spaces, electric charging parking bays, and bicycle storage areas may be located within the Public Garage and be part of the Public Garage; and

WHEREAS, Storrs Center Alliance, LLC ("**SCA**"), the Town and Education Realty Trust, Inc. ("**EDR**") entered into that certain Development Agreement dated as of February 15, 2011 (as it may be amended from time to time, the "**Town Development Agreement**"), the rights and obligations of SCA and EDR thereunder having been assigned to and assumed by Operator and EDR Storrs LLC, respectively;

WHEREAS, the Town desires to engage the Operator to operate the Public Garage, the Shared Facilities and the parking spaces located on the internal public streets being improved as part of Phases 1A and 1B of Storrs Center and on the portion of Storrs Road between Mansfield Road and South Eagleville Road, Mansfield (collectively, the "**On-Street Parking**") and the Operator desires to be so engaged; and

WHEREAS, this Agreement is entered into pursuant to the provisions of Section 9.05 of the Development Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. Recitals; Definitions. The Recitals set forth above are hereby incorporated in this Agreement. Certain capitalized terms used in this Agreement are defined in Schedule 2 attached hereto.

2. Terms of Engagement. Subject to the Town's completion of the Public Garage, the Town hereby engages the Operator for and on its behalf, as the Town's exclusive manager and operator of the Public Garage, the Shared Facilities and the On-Street Parking. The Operator hereby accepts such engagement and agrees to manage and operate the Public Garage (including any portions of the intermodal facilities that are located within the Public Garage), the Shared Facilities and the On-Street Parking in a commercially reasonable manner and to diligently perform and discharge its duties and responsibilities set forth herein. The Town and the Operator hereby mutually warrant that each has all necessary power, authority, and legal right to enter into this Agreement and to perform their respective obligations hereunder and that this Agreement is the valid and binding obligation of such Party. Operator shall employ reasonable care, skill and ability in exercising the powers granted to Operator under this Agreement, including, without limitation, in the hiring, retention and supervision of its subcontractors, employees and agents.

3. Term. The term of this Agreement (the "Term") shall commence on the date (the "**Commencement Date**") reasonably approved by the Town and the Operator for commencement of operations (which date shall be memorialized in writing by the Parties) and shall continue until June 30 of the 7th fiscal year of the Town following the October 1 immediately succeeding the issuance of the certificate of occupancy for the Residential Component of Phase 1A. Therefore, if a Certificate of Occupancy for the Residential Component of Phase 1A is issued on July 1, 2012, the Term will end on June 30, 2020.

4. Duties and Responsibilities of the Operator. Subject to any Force Majeure Event during the Term hereof, the Operator shall perform or cause to be performed the following duties and responsibilities:

(A) Manage and operate in all material respects the Public Garage, as a 24-hour, 365-days per year, self-park public garage for the parking and storage of passenger motor vehicles (and bicycles in the bicycle storage areas). The Operator shall use all reasonable efforts, as provided in this Agreement, to manage and operate the Public Garage, the Shared Facilities and the On-Street Parking in accordance with all applicable laws, statutes, ordinances, rules, and regulations of any governmental or quasi-governmental authority having jurisdiction over the Public Garage, the Shared Facilities or the On-Street Parking.

(B) Provide the kinds of equipment necessary for the efficient and economical operations of the Public Garage, the Shared Facilities and the On-Street Parking and for

its proper maintenance.

(C) Become familiar with the Public Garage and the Shared Facilities and develop a plan of operation for the Public Garage and the Shared Facilities, including a system of revenue and access controls to indicate the parking receipts and number of vehicles using the Public Garage and provide recommendations to the Town for maintenance and repair to the Public Garage and the Shared Facilities; provided, however, it is understood that the Operator shall not be required to assess structural conditions, given that the Operator is not qualified as a structural engineer. However, if the Operator believes that there may be a structural issue, Operator shall bring this to the attention of the Town. The Town may cause the Public Garage to be examined by a structural engineer or other consultants from time to time, and shall have the sole responsibility to assess such conditions and to make all Necessary Capital Improvements (as defined in Paragraph 5(A) hereof).

(D) Employ sufficient numbers of persons including, without limitation, managers, attendants, or any other personnel necessary for the efficient operation of the Public Garage and the Shared Facilities and instruct them as to their duties, oversee their work, and have attendants properly uniformed. The selection, terms of employment and termination thereof, including rates of compensation and the supervision, direction, training, and assignment of duties of such employees, shall be the duty and responsibility of and shall be determined or controlled solely by the Operator and/or its third party subcontractor, as contemplated by Paragraph 13(C) hereof. All such employees shall be employees and agents of the Operator (or the third party subcontractor retained pursuant to Paragraph 13(C) and not the Town and shall have no power to bind the Town. Notwithstanding the foregoing, the Town may (but shall not be obligated to) utilize Town employees for issuance of parking tickets.

(E) Assure that all necessary returns, reports, and forms required by law in connection with the employment of the individuals specified in Paragraph 4(D), including unemployment insurance, social security taxes, worker's compensation insurance, disability benefits, federal and state income tax withholding, and other similar taxes, and all other returns and reports required by Federal, state, or municipal authority, are timely prepared and filed and that all deposits required for such taxes are timely made.

(F) Maintain the Public Garage and the Shared Facilities in good order and repair, and in a neat and clean condition, and conduct routine inspections, routine maintenance, and routine preventative maintenance services. Operator shall take a proactive approach to maintenance with the goal being that the Public Garage and the Shared Facilities shall function in an efficient and proper manner. At a minimum, Operator shall perform the tasks set forth on the Maintenance Schedule attached hereto as Schedule 3, and maintain maintenance checklists to record compliance with such requirements. Where two time intervals are included for any item on the Maintenance Schedule, the task shall be performed at either interval, or as needed, in the reasonable discretion of the Operator. It is understood that it shall be the Operator's responsibility to lease or otherwise obtain a sweeper for use in maintaining the Public Garage, and the cost of same shall be included as an Operating Expense in the Annual Budget (as such

terms are hereinafter defined). At least monthly, the Operator shall visually inspect the Public Garage and the Shared Facilities for any apparent signs of damage and/or deterioration, and shall inform the Town of any material damage or deterioration noted by Operator, it being acknowledged that Operator is not a structural engineer. The Town will have the responsibility to arrange for structural inspections from time to time with structural engineers or other consultants selected by the Town, and shall share the results of such inspections with Operator. If parking meters are installed by the Town in the future with respect to the On-Street Parking, Operator shall maintain (or cause to be maintained) such parking meters in good order and repair and in a neat and clean condition. All such work shall be done in a good and workmanlike manner, in compliance with all applicable laws, ordinances and regulations, by trained workers and in a manner that does not unreasonably interfere with the operation of the Public Garage, the Shared Facilities or the On-Street Parking. The Operator shall, on its own behalf and not as agent for the Town, enter into such contracts with independent contractors as may be necessary or appropriate for the proper operation and maintenance of the Public Garage and the Shared Facilities (and any on-street parking meters) as provided herein; provided, however, that the costs therefor are customary and reasonable and that provision therefor is made in the approved Annual Budget. Such contracts shall (a) be assignable, at the Town's option, to the Town or its nominee upon the expiration or sooner termination of this Agreement, (b) include a provision for cancellation thereof by the Town following assignment thereof to the Town or the expiration or earlier termination of this Agreement, upon not more than ten (10) days written notice without premium or penalty, (c) require that all such contractors provide evidence of insurance as reasonably required by the Town, (d) not be binding upon any property of the Town, (e) not be binding upon the Town, unless assumed by the Town in writing following the expiration or sooner termination of this Agreement, and (f) be for terms not exceeding one (1) year unless otherwise approved in advance in writing by the Town, such approval not to be unreasonably withheld. Copies of all such contracts shall be delivered to the Town upon execution thereof. Notwithstanding anything to the contrary contained herein, the Operator shall not be authorized or required to make any Necessary Capital Improvements to the Public Garage.

(G) Purchase all supplies and materials necessary for the care, maintenance and efficient operation of the Public Garage and the Shared Facilities on an ongoing basis; provided, however, that the Operator shall not incur any expenditure for any single un-budgeted item in excess of Two Thousand Five Hundred Dollars (\$2,500) or Ten Thousand Dollars (\$10,000) in the aggregate in any Operating Year without the prior written approval of the Town, except in case of an emergency where injury to person or property is imminent. Make available to the operations of the Public Garage and the Shared Facilities the benefit of any quantity discounts it may receive in the purchase of supplies and equipment used by it in the operation thereof and purchased by it in connection with the equipping and maintaining thereof.

(H) Use reasonable efforts to resolve in a courteous and equitable manner any complaints that may arise from time to time relating to the operation of the Public Garage, the Shared Facilities or the On-Street Parking.

(I) Notify the Town with reasonable promptness of any unusual conditions which may develop in the operation of the Public Garage or the Shared Facilities such as, but not limited to, fire, flood, breakage, or casualty.

(J) Obtain and maintain the policies of insurance described in Paragraphs 8(B) and (C).

(K) Assist the Town to obtain electrical and other utility services to the Public Garage and the Shared Facilities adequate to allow the Operator to operate the Public Garage and the Shared Facilities in a commercially reasonable manner for its stated use.

(L) Enforce (by means of ticketing, towing or other authorized means of enforcement) all applicable parking ordinances, regulations and policies of the Town (including those that may apply to parking beyond any "free period" that may be established by the Town in accordance with the parking rate provisions of the Development Agreement and /or the Parking Lease). The Town shall appoint representatives of the Operator or its subcontractor retained in accordance with the provisions of Paragraph 13(C) hereof, as special constables with ticketing power and the authority to tow within the Public Garage and the On-Street Parking, all in accordance with and subject to the Town's parking ordinances, regulations and policies. The Operator's expenses of such enforcement shall be included in Operating Expenses and the revenue from parking fines shall be deposited in the Public Garage Account (as hereinafter defined) and become part of the Gross Revenues under the terms of this Agreement; provided, however, that if the Town utilizes its parking enforcement employees for any portion of these duties, the Town shall be entitled to an equitable portion of the collected parking fines to cover the reasonable costs thereof, as shall be mutually agreed by the Parties.

(M) Collect and deposit in a segregated bank account (the "**Public Garage Account**") all parking fees received at the Public Garage and the On-Street Parking from transient users, monthly parkers, and other sources. Render monthly bills to and use all reasonable efforts to collect fees for use of the Public Garage from monthly parkers and other customers. If the Town collects parking fees, the same shall be deposited in the Public Garage Account within five (5) business days of receipt. If the Town collects parking fines within any month during the Term, the Town shall deposit such fines in the Public Garage Account by the last day of the following calendar month (subject to deduction for the Town's enforcement costs as provided in Paragraph 4(L) above). The Operator will be informed of all amount(s) so deposited, which will be included in Gross Revenues of the Public Garage.

(N) The Public Garage Account shall be established at a federally insured bank or trust company selected by the Operator and located in Connecticut and

approved by the Town. The Public Garage Account shall be subject at all times to the control of both the Operator and the Town, except to the extent such account is a "restricted account" approved by the Town, which approval shall not be unreasonably withheld or delayed, established by a third party subcontractor retained by Operator in accordance with the provisions of Paragraph 13(C). No Party shall have any liability for any loss resulting from the insolvency of any such depository, but in such event any amount lost shall be deducted from Gross Revenues, and any amount received by Operator in liquidation of any such deposit account shall be included in Gross Revenues. All Gross Revenues shall be held in trust for the purposes set forth herein. In the event that a third party subcontractor is retained by Operator in accordance with the provisions of Paragraph 13(C), said subcontractor shall be provided with access to and control of the Public Garage Account to the extent provided in the subcontract approved by the Town between Operator and said subcontractor.

(O) Using funds available from the Public Garage Account, pay all customary and reasonable disbursements and expenses incurred or expended in connection with the Operator's management and operation of the Public Garage, the Shared Facilities and the On-Street Parking and, with respect to items 3 and 17 on the "Schedule of Operating Expenses" attached hereto as Schedule 4 or as otherwise agreed by the Parties from time to time, all disbursements and expenses incurred directly by the Town therefor pursuant to the terms of this Agreement (collectively, "Operating Expenses"). Operating Expenses shall include, but not be limited to, the customary and reasonable expenses of the items listed in Schedule 4 annexed hereto and forming a part hereof. In the event that available funds in the Public Garage Account are at any time insufficient to pay on a timely basis all Operating Expenses, the Operator shall timely deposit funds in the Public Garage Account for the payment of such remaining expenses and charges. Notwithstanding anything to the contrary contained herein, the Town may, but shall be under no obligation to, advance its own funds for the payment of any Operating Expense deficiency if it determines that the Operator is not paying such deficiencies on a timely basis. In addition to any other remedies available to the Town with respect thereto, the Operator shall reimburse the Town upon demand for any such funds advanced by the Town, together with interest at the Default Rate from the date such funds are advanced until paid in full, from the next available Gross Revenues.

(P) Keep in accordance with generally accepted accounting principles such books of account and record as will properly reflect all income and disbursements received and made in connection with the operation and maintenance of the Public Garage and the Shared Facilities which books and record shall be kept at the Operator's place of business in Mansfield, Connecticut (or such other location as Operator shall reasonably designate), for not less than two (2) years following termination of this Agreement (provided, however, that the Operator shall not be obligated to retain parking tickets, coupons, or vouchers for more than ninety (90) days). If the Operator receives written notice from the Town within such ninety (90) day period that any such item is needed for an administrative or court proceeding, the item shall be provided to the Town forthwith. At the end of the ninety (90) day period referred to herein, the Operator shall submit any such item to the Town, so that the Town may retain same for the period(s) of time required by applicable law. The Town shall have

the right to inspect all books and records maintained by the Operator for the Public Garage and the Shared Facilities at reasonable times during business hours upon prior notice. The Town shall be entitled (but shall not be obligated), at all reasonable times and with advance notice, during business hours, to audit and make copies of such books and records during the Term and for a period of two (2) years thereafter. The cost of any such audit shall be paid by the Town, but in the event that any discrepancy of more than 5% of Operating Expenses or Gross Revenues is identified as a result of such audit, then the cost of same shall be paid as an Operating Expense. Without the Town's prior written consent and except as required by law, Operator shall not disclose to any party any financial data concerning the Public Garage or the Shared Facilities; provided, however, Operator shall be entitled to disclose such data to its accountants and other consultants) who will be advised of and agree to abide by such non-disclosure provisions.

(Q) Render monthly to the Town in writing on or before the 20th day of the month next succeeding a monthly actual vs. budget statement of: (i) parking revenues and parking fines received from the operation of the Public Garage, the Shared Facilities and the On-Street Parking, excluding all taxes collected for the benefit of any governmental authority ("**Gross Revenues**"), (ii) all Operating Expenses incurred or expended by the Operator (or its third party subcontractor) in connection with its management and operation of the Public Garage, the Shared Facilities and the On-Street Parking prepared under the cash basis of accounting, and annually, the reconciliation statement described in Paragraph 6 hereof.

(R) Annually on or before each April 1 during the Term, the Operator shall prepare and deliver to the Town a budget, indicating the parking revenues and Operating Expenses which the Operator expects to receive and incur, respectively, during the Town's forthcoming fiscal year (the "**Annual Budget**"). The Town agrees to review in good faith and act reasonably to approve (or disapprove) such proposed budget within sixty (60) days of receipt thereof. The Town will, within said 60 days, advise the Operator of any item not approved, with reasons therefore. If the Town fails to approve or disapprove the budget within sixty (60) days of receipt thereof, it shall be deemed approved. If the Town disapproves or fails to approve any item of the budget, the parties shall meet in good faith to resolve the matter and until the matter is resolved, the Operator shall proceed under the proposed amount for that item. The first Annual Budget shall cover the period from the Commencement Date through the next succeeding June 30 and shall be submitted for approval within thirty (30) days following the date hereof. As used herein, "**Operating Year**" means such initial period and each subsequent twelve month period.

(S) The Operator shall use reasonable diligence and employ reasonable efforts to limit the actual costs of maintaining and operating the Public Garage, the Shared Facilities and the On-Street Parking so that they do not exceed the approved Annual Budget, except as permitted herein. All expenses shall be charged or debited against the applicable approved Annual Budget to the proper budget line item as specified in such approved Annual Budget and no expense shall be classified or reclassified for the purpose of avoiding an excess in any annual budgeted amount in

any accounting category. Except in the event of emergency or for causes beyond the reasonable control of Operator, and except as expressly set forth herein, the Operator shall obtain the Town's prior written approval for any expenditure for any item not provided for in the approved Annual Budget, such approval not to be unreasonably withheld.

(T) During each Operating Year and within thirty (30) days following the Operator obtaining actual knowledge thereof, the Operator shall inform the Town of any material increases in costs and expenses that were not foreseen or previously reported to the Town, and the reasons therefor, during the budget preparation period and not reflected in the approved Annual Budget. For purposes of this Paragraph 4(T), "material" shall mean a variance of ten percent (10%) or more or \$5,000.00, whichever is greater.

(U) With respect to rent payments that the Town has directed be paid to the Operator (whether directly to Operator or in care of its subcontractor retained in accordance with Paragraph 13(C)), Operator shall notify the Town telephonically and in writing of any non-payment thereof within three (3) business days of the due date thereof. With respect to rent payments that are paid directly to the Town (other than any rent payment payable by Operator under the Parking Lease), the Town shall notify the Operator telephonically and in writing of any non-payment thereof within ten (10) business days after the due date thereof.

5. Obligations of the Town.

(A) Throughout the Term, the Town shall, at the Town's sole expense:

(1) Maintain all necessary governmental permits, licenses and authorizations authorizing the use of the Public Garage for the public parking of motor vehicles; provided, however, that any renewal costs incurred in connection therewith shall constitute an Operating Expense.

(2) Take reasonable steps to maintain the structural integrity of the Public Garage and its building systems and equipment and the Shared Facilities, and repair, restore and replace such Shared Facilities, building systems and equipment or components thereof, excluding routine maintenance, routine preventative maintenance and routine repairs, which shall be part of the Operator's responsibilities ("**Necessary Capital Improvements**"). All such work required of the Town under this Paragraph 5(A)(2) shall be done in a good and workmanlike manner, in compliance with all applicable laws, ordinances and regulations, by skilled workers, and in a manner that does not unreasonably interfere with the operation of the Public Garage, the Shared Facilities or the On-Street Parking.

(3) Pay or cause to be paid all real estate taxes and personal property taxes, if any, assessed against the Public Garage and the Shared Facilities and any personal property of the Town utilized in connection with the operation of the Public Garage or the Shared Facilities.

(4) Pay or cause to be paid for all repairs and replacements necessitated by or arising from defects in materials and/or workmanship in the design and/or construction of the Public Garage and Shared Facilities, including without limitation their equipment and building systems, except to the extent covered by any warranty or routine maintenance procedures.

(B) Throughout the Term, the Town shall collect parking fines relating to enforcement actions described in Paragraph 4(L), for deposit in the Public Garage Account in accordance with the provisions of Paragraph 4(M).

6. Sharing of Net Operating Income; Compensation to the Operator. Within forty-five (45) days after the expiration of each Operating Year during the Term, the Operator shall deliver to the Town a reconciliation statement for said preceding Operating Year showing, in reasonable detail, the actual Gross Revenues and Operating Expenses for the Public Garage, the Shared Facilities and the On-Street Parking, which reconciliation statement shall be accompanied by any payment due the Town with respect to such Operating Year as provided in Paragraph 6(B)(2). In the event that the Gross Revenues collected during any Operating Year exceed the Operating Expenses for such Operating Year, the excess shall be used to pay the following items in the following order: (A) to reimburse the Operator for unreimbursed Operating Expense deficiencies previously paid by the Operator and documented to the Town's reasonable satisfaction, (B) then, (1) 50% to the Operator, and (2) 50% to the Town until the aggregate amount distributed to the Town under this clause (B)(2) equals the aggregate amount of Annual Reserve Amounts to be deposited in the Repair and Replacement Reserve through the date of such distribution (to the extent not previously deposited with funds received from Gross Revenues from any fiscal year), together with amounts expended by the Town in conducting structural inspections, which amounts shall be deposited by the Town in the Repair and Replacement Reserve (or, to the extent the Town has made up any prior deficiency, at the Town's election, to the Town for the benefit of Storrs Center), and (C) the balance, if any, 100% to the Operator. All amounts payable to the Operator under subparagraphs 6(B)(1) and (C) (if any), shall be the Operator's sole compensation for its services under this Agreement. Each payment toward the Annual Reserve Amount made hereunder shall be deposited by the Town in the Repair and Replacement Reserve.

7. Termination.

(A) This Agreement may be terminated by the Town immediately, without notice, upon occurrence of any of the following:

(1) The Operator or Guarantor shall cease doing business as a going concern, make an assignment for the benefit of its creditors, admit in writing its inability to pay its debts as they become due, file a petition commencing a voluntary case under any chapter of the Bankruptcy Code, 11 U.S.C. § 101 *et seq.* (the "**Bankruptcy Code**"), file a petition seeking for itself any reorganization, composition, readjustment, liquidation, dissolution or similar arrangement under the Bankruptcy Code or any other present or future law or regulation; or files an answer admitting the material allegations of a petition filed against it in any such proceeding, consents to the filing of such a petition or acquiesces in the appointment of a trustee, receiver, custodian or other similar official for the Operator or Guarantor or of all or substantially all of the Operator's or Guarantor's assets or properties, or institutes any proceeding for the dissolution or liquidation of the Operator or Guarantor; a case, proceeding or other action shall be instituted against the Operator or Guarantor, seeking the entry of an order for relief against the Operator or Guarantor, to adjudicate the Operator or Guarantor as a bankrupt or insolvent, or seeking reorganization, arrangement, readjustment, liquidation, dissolution or similar relief against the Operator or Guarantor under the Bankruptcy Code or other present or future rule or regulation, which case, proceeding or other action either results in the entry or issuance of any other order or judgment having a similar effect or remains undismissed for sixty (60) days, or within sixty (60) days after the appointment, without the Operator's or the Guarantor's consent or acquiescence, of any trustee, receiver, custodian or other similar official for the Operator or the Guarantor or for all or any substantial part of the Operator's or Guarantor's assets and properties, such appointment shall not be vacated;

(2) The Operator is convicted of any criminal misconduct in connection with its duties hereunder, or

(3) The Operator commits fraud toward the Town with respect to the performance of its duties hereunder.

(B) This Agreement may be terminated by either Party if the other Party is in default under this Agreement and such default remains uncured for more than ten (10) days following notice thereof from the non-defaulting Party if such failure to perform relates to payment of a monetary obligation, or such default remains uncured for more than thirty (30) days following such notice if such failure to perform relates to any other type of obligation; provided, however, if the same or a similar default occurs twice in any twelve (12) consecutive month period, the defaulting Party shall thereafter have no right to cure the same or any similar default.

(C) Notwithstanding anything to the contrary contained in this Agreement, provided that the Town has obtained all required property insurance as required by Paragraph 8(A), in the event of a casualty to the Public Garage or the Shared Facilities not covered by the required insurance, the Town may elect to

terminate this Agreement by written notice to the Operator within 120 days following such casualty (unless otherwise extended by agreement of the Town and the Operator), in which event this Agreement shall terminate other than accrued liabilities as of the date of termination.

(D) Upon termination of this Agreement as permitted or otherwise provided herein, (i) the parties hereto shall account to each other with respect to all matters outstanding, including Gross Revenues collected and Operating Expenses paid or accrued; (ii) the Operator shall deliver to the Town any Town monies then in the Operator's possession, less any amounts properly due to the Operator under this Agreement; (iii) the Operator shall deliver to the Town as received any monies due the Town under this Agreement but received by the Operator after such termination, less any amounts properly due to the Operator under this Agreement; (iv) the Operator shall deliver to the Town all materials and supplies, copies of books and records, keys, contracts and documents, copies of customer lists and such other accounting, papers and records pertaining to the Public Garage and the On-Street Parking as the Town shall require; (v) upon the Town's request, the Operator shall assign to the Town all existing contracts relating to the operation and maintenance of the Public Garage or the Shared Facilities, and the Town shall agree to assume all responsibility thereunder, but the Operator shall be responsible for the payment of all outstanding payables to the extent that the funds turned over to the Town are not sufficient to pay the same and shall indemnify and hold harmless the Town against any claims by vendors and/or employees for any such monies due for the period prior to any such assignment. Within forty-five (45) days after any such termination, the Operator shall deliver to the Town the financial reports and statement required by this Agreement for any period not covered by such reports at the time of termination, including reports and statements for the operating period to the date when the Operator shall cease managing the Public Garage and the Shared Facilities. Within sixty (60) days after such termination, the Town shall remit to the Operator from the Town's funds any unpaid management compensation then due as per Paragraph 6 of this Agreement.

(E) Notwithstanding anything to the contrary contained herein, each Party hereby waives consequential damages, punitive damages, treble or other multiple damages, and damages for lost opportunity or lost profits for claims, disputes, or other matters arising out of or relating to this Agreement.

8. Insurance.

(A) The Town will obtain and maintain the following insurance coverage, at the Town's sole cost and expense:

(1) Property Insurance: Builder's Risk and/or multi-peril hazard insurance for loss or damage by fire, lightning, explosion, earthquake, collapse, theft, terrorism, sprinkler leakage, wind, flood, vandalism and malicious mischief, and such other perils as are included in so-called "all-risks" or "extended coverage" and against such other insurable perils as, under good insurance practices, from time to time are insured against for

properties of similar character and location at commercially reasonable rates, such insurance shall be not less than one hundred (100%) percent of the full replacement costs of the Public Garage and the Shared Facilities without deduction for depreciation, said policy to contain replacement cost and stipulated value endorsements. An additional limit for demolition and increased cost of construction and debris removal shall be endorsed for all coverage. Notwithstanding the foregoing, earthquake and terrorism coverage shall be required only if available at commercially reasonable rates.

(B) The Operator will obtain and maintain the following insurance coverage, the cost of which shall be an Operating Expense, to the extent related to the Operator's obligations under this Agreement:

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

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

(3) Umbrella Liability: \$10,000,000 per occurrence; and

(4) Employee dishonesty insurance with a limit of not less than Two Hundred Fifty Thousand Dollars (\$250,000), subject to a deductible of Two Thousand Five Hundred Dollars (\$2,500); and theft, disappearance or destruction of revenues insurance with a limit of not less than Fifty Thousand Dollars (\$50,000), subject to a deductible of Five Thousand Dollars (\$5,000); and depositor's forgery insurance with a limit of not less than Twenty Five Thousand Dollars (\$25,000), subject to a deductible of Two Thousand Five Hundred Dollars (\$2,500).

(C) The Operator will also obtain and maintain (or cause the third party subcontractor contemplated by Paragraph 13(C) to obtain and maintain) the following insurance coverage, the cost of which shall also be an Operating Expense:

(1) Garagekeepers' Legal Liability Insurance insuring any and all automobiles that are parked at the Public Garage under the care of the Operator, to be not less than : \$1,000,000 per occurrence; \$2,000,000 general aggregate (if not covered in the commercial general liability insurance carried under paragraph 8(B)(1) above);

(2) Workers' Compensation: Workers' compensation Connecticut statutory limits;

(3) Employer's Liability Insurance on all employees for the Public Garage not covered by the Worker's Compensation Act, for occupational accidents or disease, for limits of not less than Five-hundred

Thousand Dollars (\$500,000) for any one occurrence; Such other insurance as the Town may reasonably designate from time to time; and

(4) Such other insurance as the Town may reasonably designate from time to time.

(D) The Town shall be listed as an additional insured on all liability insurance policies required to be carried by Operator hereunder. The Town and the Operator shall be listed as an additional insured on all liability policies required to be carried by the Operator's third party subcontractor retained in accordance with Paragraph 13(C), and the subcontract shall incorporate the insurance requirements of this Paragraph 8 applicable to the subcontractor's insurance. The Parties shall deliver to one another prior to the commencement of work certificates of insurance showing the required insurance to be in full force and effect. The Parties shall use commercially reasonable efforts to deliver renewals of expiring certificates no later than thirty (30) days prior to expiration. The parties reserve the right to require complete, certified copies of all required policies, as well as proof of payment of the then current installment of any premium payable in installments, at any time.

(E) All of the policies of insurance required to be carried hereunder by the Operator shall be with reputable companies licensed and authorized to issue such policies in such amounts in the State of Connecticut and having a Best's rating of at least A minus VIII, or such other rating as may be approved by the Town in writing. The Town carries its insurance coverage through the Connecticut Interlocal Risk Management Agency, which is an insurance pool regulated by the State of Connecticut and owned by its members, including the Town of Mansfield. If, in the future, the Town carries its coverage through an insurance company, such company shall satisfy the criteria specified in the first sentence of this paragraph 8(E), or such other rating as may be approved by the Operator in writing.

(F) The Parties shall use commercially reasonable efforts to obtain endorsements to such insurance policies stating that (i) for other than non-payment of premium, such policies shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to each insured, (ii) for non-payment of premium, such policies shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days prior written notice has been given to each insured, and (iii) waiving subrogation against one another.

9. Indemnification. The Operator shall indemnify and agrees to hold the Town harmless from and against any and all claims, demands, suits, costs (including, without limitation, reasonable attorneys' fees) and judgments which any person(s) has asserted or may assert against the Town or the Town's property (1) arising out of acts or omissions to act resulting from negligence or intentional misconduct by the Operator or any of its agents or employees, and/or (2) arising out of the Operator's breach of any of its obligations under this Agreement, and/or (3) arising out of any acts of the Operator beyond the scope of the Operator's authority hereunder not otherwise authorized by the

Town. The Town shall indemnify and hold the Operator harmless from and against any and all claims, demands, suits, costs (including, without limitation, reasonable attorneys' fees) and judgments which any person(s) has asserted or may assert against the Operator_(1) arising out of the negligence or intentional misconduct of the Town or its employees, and/or (2) arising out of the Town's breach of any of its obligations under this Agreement and/or (3) arising out of any acts of the Town or its employees beyond the scope of the Town's authority hereunder not otherwise authorized by the Operator.

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

If to the Town:

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

With copies at the same time to:

Dennis O'Brien, Esq.
Attorneys O'Brien & Johnson
120 Bolivia Street
Willimantic, CT 06226
Telephone: (860) 423-2860
Facsimile: (860) 423-1533

E-mail: dennis@obrienjohnsonlaw.com

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

If to the Operator:

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

With copy at the same time to:

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

11. Dispute Resolution.

(A) Negotiation. The Parties shall attempt in good faith to resolve any claim or controversy between the Parties arising out of, related to or otherwise in any extent involved with this Agreement or the Parties' obligations hereunder (including, without limitation, any dispute over any Operating Expense or Gross Revenue) (a "**dispute**"), promptly by negotiation between executives who have authority to settle the controversy. Any Party may give the other Party written notice of any dispute not resolved in the ordinary course of business. Within ten (10) Business Days after delivery of the notice, the receiving Party shall submit to the initiating Party a written response. The notice and response shall include (a) a statement of that Party's position and a summary of arguments supporting that position, and (b) the name and title of the executive who will represent that Party and of any other person who will accompany the executive. Within ten (10) Business Days after delivery of the initial notice, the executives of both Parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to attempt to resolve the

dispute. All negotiations and materials provided pursuant to this Paragraph 11(A) are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and the Freedom of Information Act, Sections 1-200 *et. Seq.* of the Connecticut General Statutes (the "**Freedom of Information Act**") and statements made by any Party during negotiation may not be used against it in later proceedings if the Parties fail to resolve the dispute during negotiation.

(B) Mediation. If a dispute described in Paragraph 11(A) has not been resolved by negotiation as provided in Paragraph 11(A) within fifteen (15) Business Days, or the Parties failed to meet within ten (10) Business Days as provided in Paragraph 11(A) after delivery of the initial notice of negotiation, the Parties shall endeavor to resolve the dispute by mediation in Mansfield, Connecticut, in accordance with the Commercial Mediation Rules of the American Arbitration Association currently in effect or as otherwise agreed by the Parties. Request for mediation by a Party shall be filed in writing with the other Party and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration, but in such event, the mediation shall proceed in advance of such arbitration, which shall be stayed pending mediation for the period set forth above, unless otherwise agreed to by the Parties. Both Parties shall each have a representative present at the mediation who has authority to bind it to a written settlement agreement, subject to the requirements and limitations of the charter and ordinances of the Town of Mansfield, and the approval of the Boards of Directors of each private Party. All negotiations and materials provided pursuant to this Paragraph 11(B) are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and the Freedom of Information Act. Positions and statements made by any Party during mediation may not be used against it in later proceedings if the Parties fail to reach a settlement agreement during mediation. Each Party shall bear its own expenses and an equal share of the expenses of the mediator and the fees of AAA. The initial mediation session shall be held promptly (but not more than thirty (30) days following appointment of the mediator). Agreements reached in any mediation proceeding shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(C) Arbitration

(1) In the event that the Parties involved in the dispute do not agree to or cannot resolve such dispute through mediation as provided in Paragraph 11(B) within thirty (30) days after the initial mediation conference or if a Party has waived in writing its right to mediate the issues in dispute, such dispute shall be settled by arbitration in Hartford, Connecticut, which arbitration, unless the applicable Parties mutually agree otherwise or except as expressly provided herein, shall be in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "**AAA**") currently in effect (the "**Rules**") (including the Expedited Procedures thereunder). Any Party may serve upon any other Party a written notice demanding that the dispute be resolved pursuant to this Paragraph 11(C) (an "Arbitration Notice"). In no event shall any mediator be permitted to serve as an arbitrator for that or

any other dispute that is not resolved pursuant to mediation pursuant to Paragraph 11(B), unless agreed to by the Parties involved in such dispute. Furthermore, each arbitrator must comply with all disclosure and disqualification procedures applicable to neutral arbitrators under the applicable AAA rules before being sworn to serve or act on the panel. The Parties involved in the dispute shall use a single arbitrator appointed in accordance with the AAA rules for any claim or counterclaim involving less than \$1,000,000, and, unless they agree otherwise, three arbitrators for a claim or counterclaim equal to or exceeding \$1,000,000; the sole arbitrator (or if a panel of 3 arbitrators, at least one of the 3 arbitrators) shall be an attorney licensed to practice law in the State of Connecticut who has at least fifteen (15) years of real estate asset management legal experience. Each arbitrator must be within two (2) hours commuting distance from the hearing venue, and must be able to commit to contemporaneous blocks of hearing days for completion of arbitration hearings and render an award within no more than four (4) months of delivery of the Arbitration Notice. Any depositions must be completed no later than one month prior to commencement of the arbitration hearing.

(2) The prevailing Party, as determined by the arbitrator(s), shall be entitled to an award of reasonable attorneys' fees only upon the determination of the arbitrator(s) that the claim was frivolous or vexatious. Except as may be required by law, no Party to a proceeding nor any arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of such Parties. The agreement to arbitrate set forth herein shall be specifically enforceable under applicable law in any court of competent jurisdiction and judgment on the award rendered by the arbitrator(s) may be entered in any such court. Neither the arbitrators nor the AAA shall have any jurisdiction, power, or right to vary from the terms of this Agreement without the express written agreement of the Parties involved in such proceeding. Hearings on the merits shall be in accordance with the Rules of Evidence as utilized in the Superior Courts for the State of Connecticut.

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

(4) In any arbitration proceeding, all parties necessary for a complete determination or settlement of any question involved (including any applicable Guarantor) shall be joined and each and every necessary party agrees that it will not object to such joinder. In addition, upon the request of the party and at the discretion of the arbitrator(s), a party demonstrating that it has or claims an interest in the controversy, or any

part thereof, may be joined. If more than one arbitration is begun under this Agreement, the Town Development Agreement, any Related Agreement or any Guaranty and any Party or Guarantor contends that two or more arbitrations are substantially related and that the issues should be heard in one proceeding, the arbitrator(s) selected in the first filed of such proceedings shall determine whether, in the interests of justice and efficiency, the proceedings should be consolidated before such arbitrator(s).

12. Facilities Located within Intermodal Facility. The Parties shall cooperate in good faith with respect to the management and operation of the Intermodal Facility, to the extent such services are not currently covered by this Agreement. Such cooperation may include coordinating the services to be provided by the Operator hereunder with Intermodal Facility services provided by the Town's contractors or employees, or the Parties may determine that it is in their mutual interest to incorporate such services into the services to be provided by the Operator hereunder.

13. Miscellaneous.

(A) This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of Connecticut.

(B) Any provision of this Agreement that is prohibited or unenforceable under applicable law, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

(C) This Agreement shall be binding upon and inure to the benefit of the Town and any Permitted Public Transferee and the Operator, its successors and permitted assigns. The Operator shall not assign its rights and obligations under this Agreement without the prior approval of the Town, which approval shall not be unreasonably withheld; provided, however, that the Operator may subcontract its obligations hereunder to an experienced parking operator that charges a reasonable management fee pursuant to a written subcontract, which management company and subcontract shall be subject to the Town's approval, which shall not be unreasonably withheld or delayed; provided, however, that no such subcontract shall release the Operator from its liability under this Agreement. In no event shall the Town be relieved of its obligations under this Agreement in connection with or as a result of any assignment of this Agreement to a Permitted Public Transferee without the express written consent of the Operator, which shall not be unreasonably withheld with respect to a Permitted Public Transferee other than a parking authority created by the Town, after taking into account all obligations that remain to be performed by the Town under this Agreement and the reputation, experience, financial capability and ability to perform of the Permitted Public Transferee assuming such obligations.

(D) Nothing in this Agreement shall be construed as creating a partnership, joint venture, or landlord and tenant relationship between the Town and the Operator in the conduct of their respective businesses.

(E) The parties expressly intend and agree that Operator is acting as an independent contractor and not as an agent or employee of the Town. Operator shall not have any power or authority to bind or commit the Town in any manner whatsoever, contractually or otherwise, or to incur any costs or expenses on the Town's behalf without the Town's written authority to do so.

(F) This Agreement constitutes the entire agreement entered into by the Town and the Operator and supersedes all previous written or oral agreements or representations made by either Party in connection with the management by the Operator of the Public Garage, the Shared Facilities and the On-Street Parking, including the terms of Section 9.05 of the Town Development Agreement relating thereto.

(G) No changes in or waiver of any provisions of this Agreement subsequent to the execution hereof shall be binding unless executed in writing by the Town and the Operator.

(H) The mere expiration of the Term shall not release the Operator from any of its obligations hereunder to pay any deficiencies with respect to Operating Expenses for the period prior to the date of expiration.

(I) No creditor of the Town or the Operator shall have any rights, whatever, as a third-party beneficiary or otherwise, by reason of any of the provisions of this Agreement.

(J) Whenever any approval, consent or acquiescence is required of any Party hereto, the same shall not be unreasonably withheld or delayed.

(K) The Schedules attached hereto or referred to herein are hereby made a part hereof.

(L) This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute but one instrument.

(M) The Operator's obligations hereunder shall be guaranteed by the Guarantor in the form of the Guaranty attached as Schedule 24.12 of the Town Development Agreement. If requested by the Town, the Operator shall cause the Guarantor to reaffirm its obligations under that certain Guaranty dated February 15, 2011 in connection with the execution and delivery hereof.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the _____ day of _____, 2012.

TOWN:

Town of Mansfield

By: _____
Name: Matthew W. Hart
Title: Town Manager

OPERATOR:

LEYLAND STORRS, LLC

By: _____
Name: Howard Kaufman
Title: Manager

SCHEDULE 1

SHARED FACILITIES

[See Attached]

SCHEDULE 2

Definitions

As used herein, the following terms have the respective meanings set forth below or set forth in the Paragraph hereof following such term:

“Annual Budget” – See Paragraph 4(R).

“Annual Reserve Amount” means an annual amount of \$50,000 per fiscal year of the Town, commencing with such fiscal year in which operations of the Public Garage commence, which annual amount shall increase each year by the increase in CPI over the preceding fiscal year, but not more than 10% in any 3-year period, and in no event shall the Annual Reserve Amount in any fiscal year be less than the amount of the preceding fiscal year’s Annual Reserve Amount.

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

“Default Rate” means interest at the interest rate per annum equal to the greater of (a) the prime rate published by the *Wall Street Journal* plus four percent per annum, and (b) nine percent per annum from the date due until paid in full.

“Force Majeure Event” means any actual delay in the performance of a Party’s obligations hereunder, without its fault or negligence, to the extent due to strikes, lockouts, or other labor or industrial disturbance, civil disturbance, act of the public enemy, terrorism, war, riot, sabotage, blockade, embargo, lightning, earthquake, fire, casualty, extreme storm, hurricane, tornado, flood, washout, explosion, declaration of national emergency, unusually severe weather which affects the required performance hereunder, or any other cause whatsoever beyond the reasonable control of the Party responsible for performance, provided, however, that for purposes of this definition, lack of funds shall not be deemed to be a cause beyond the control of a Party.

“Gross Revenues” – See Paragraph 4(Q).

“Guarantor” means Leyland Alliance LLC, a Delaware limited liability company.

“Necessary Capital Improvements” – See Paragraph 5(A).

“Parking Lease” means that certain Parking Lease entered into by and among EDR, SCA and the Town as of May 26, 2011, as it may be amended from time to time, the rights and obligations of EDR and SCA thereunder having been assigned to EDR Storrs LLC and Operator, respectively.

"Permitted Public Transferee" means the State of Connecticut, the University of Connecticut (or its Board of Trustees), a parking authority established by the Town of Mansfield (and financially supported by the Town), or an agency, council, commission, or authority of any nature whatsoever of any governmental unit (federal, state, county, district, municipal, city, or otherwise), whether now or hereafter in existence which acquires fee title to the Public Garage and assumes the obligations under this Agreement, and which is approved by the Operator and EDR Storrs LLC in accordance with the terms of the Town Development Agreement and/or the Parking Lease.

"Related Agreement" means any agreement entered into by the Town and the Operator, EDR or any of their affiliates pursuant to the terms of the Town Development Agreement.

"Repair and Replacement Reserve" means an Intermodal/Parking Public Garage repair and replacement reserve to be established by the Town within ninety (90) days following the last day of the first fiscal year of the Town occurring during the Public Garage Term of the Parking Lease for the costs of maintaining the structural integrity of the Public Garage (and of the Intermodal/Parking Public Garage if the Public Garage is a part thereof) and its building systems, and of repairing, restoring, replacing or improving such Improvement's building systems or components thereof, excluding routine maintenance incurred as an operating expense.

SCHEDULE 3
MAINTENANCE SCHEDULE

[See Attached]

SCHEDULE 4

Schedule of Operating Expenses

- (1) Payroll expenses and applicable payroll taxes for employees performing services for the Public Garage, the Shared Facilities and the On-Street Parking including, but not limited to, provision for vacation pay, sick and personal days, funeral leave, jury duty, pension, health and welfare programs, legal fund, and other benefit obligations.
- (2) Payments and deposits for unemployment insurance, Social Security taxes, worker's compensation insurance, disability benefits, and other similar taxes.
- (3) The costs of procuring and maintaining insurance specified in Paragraphs 8(B) and 8(C) of this Agreement, and the payment of uninsured damage claims, including amounts paid to satisfy claims payments below the "deductible" portion of any policy of insurance.
- (4) Costs of procuring access cards or devices and printing parking tickets, coupons, checks, related forms, and other office and operating supplies for use exclusively at the Public Garage and the Shared Facilities.
- (6) Payments to independent contractors performing services required in the operation of the Public Garage and the Shared Facilities in accordance with this Agreement, including without limitation maintenance and repair of sprinklers, alarms and other life-safety systems, elevators, heating, ventilation, air conditioning, overhead garage doors, security foot patrols and surveillance systems, other building systems, and sweeping and power washing equipment.
- (7) Routine repairs and maintenance of revenue and access control equipment and parking barrier systems, including, without limitation, contract maintenance on illuminated signs, cash registers, fee computers, gates, ticket dispensers, card readers, controller systems, wiring, and computers for the transient and monthly systems, etc.
- (8) Public Garage and Shared Facilities routine maintenance and repairs, including the cost of plumbing, painting, electrical, lighting fixtures and lamp replacement.
- (9) Utility charges, including electric, gas, water, sewer, and telephone.
- (10) Snow plowing and removal of snow and ice.
- (11) Expenses incurred for collecting and depositing fees and charges from transient users of the Public Garage and from the tenant under the Parking Lease and for

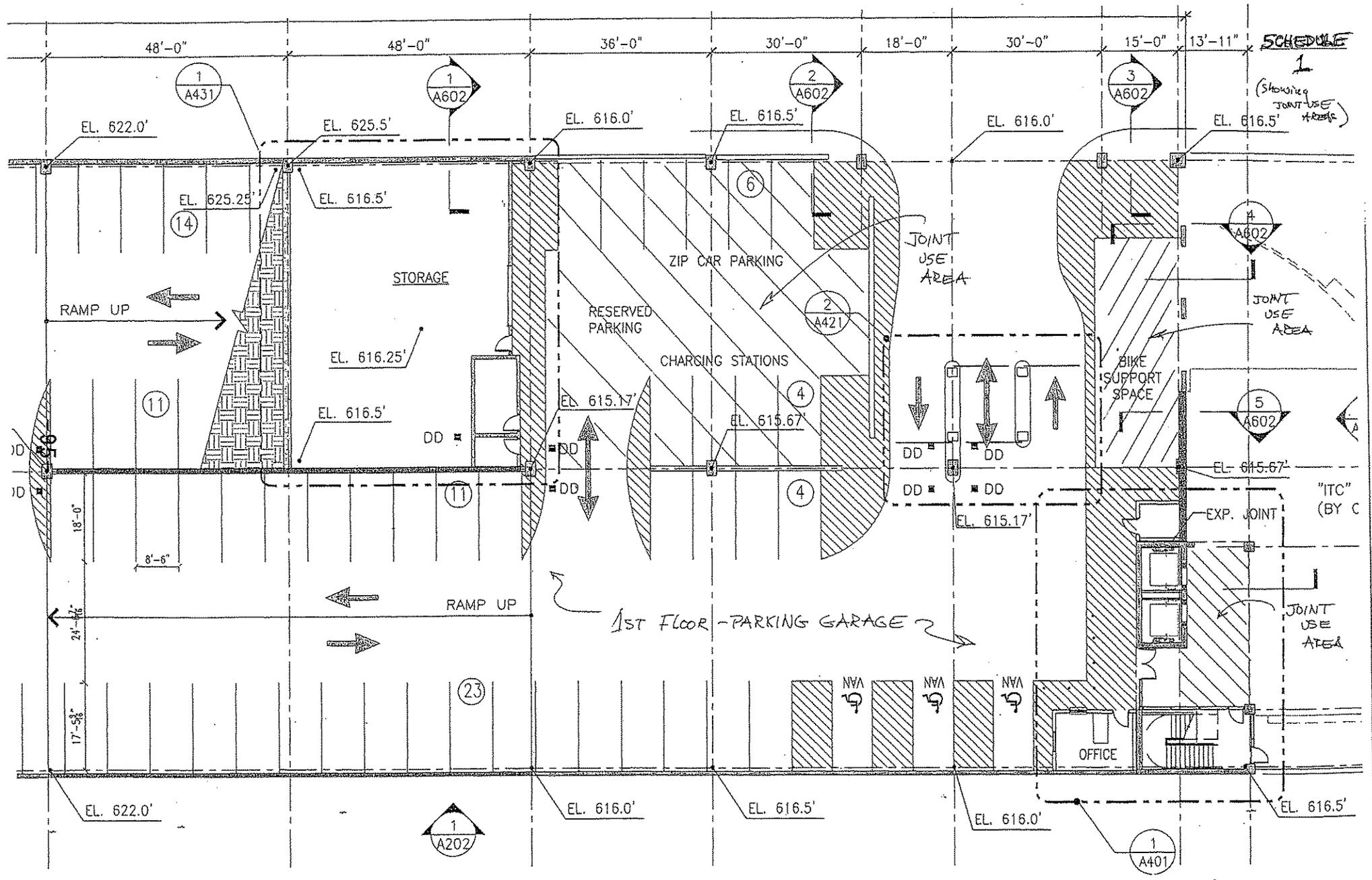
rendering and collecting monthly bills to users of the Public Garage, including credit card fees, postage, and bank service charges.

- (12) Data processing costs relating to billing, payroll, cash disbursements, and claims adjustments relating to the Public Garage and the Shared Facilities.
- (13) Bookkeeping, accounting, monthly and annual financial statement and report preparation, and other accounting functions relating to the Public Garage and the Shared Facilities.
- (14) Reasonable legal fees for processing and defending damage claims or for collecting unpaid bills relating to the Public Garage and the Shared Facilities.
- (15) Fees and costs incurred for renewal of annual licenses, permits and approvals for public garage operations, elevator operations and building occupancy.
- (16) Any sales and use taxes or similar taxes imposed upon the Operator by the State of Connecticut or any other governmental authority for services rendered by the Operator, or imposed or assessed for the use and operation of the Public Garage or revenues collected therefrom.
- (17) Costs of enforcing parking rules, regulations and ordinances relating to the Public Garage, the Shared Facilities and On-Street Parking.
- (18) Reasonable management fees to a third party subcontractor retained in accordance with Paragraph 13(C).
- (19) Any personal property taxes assessed by the Town of Mansfield against the personal property located at the Public Garage or the Shared Facilities and owned by the Operator or its agents and utilized in connection with the operation of the Public Garage or the Shared Facilities.
- (20) All other expenses defined as Operating Expenses in a subcontract entered into by Operator with a third party subcontractor and which subcontract is approved by the Town, in accordance with Paragraph 13(C).

SCHEDULE 1

SHARED FACILITIES

[See Attached]



SCHEDULE 2

Definitions

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"Related Agreement" means any agreement entered into by the Town and the Operator, EDR or any of their affiliates pursuant to the terms of the Town Development Agreement.

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SCHEDULE 3
MAINTENANCE SCHEDULE

[See Attached]

Schedule 3 (Maintenance)

1/26/2012 Draft

A. Cleaning	Daily/Weekly	Monthly	6 Month Interval	Yearly
Sweeping (as needed)- All Areas (including curbs)	<input type="checkbox"/>	<input type="checkbox"/>		
Expansion Joints		<input type="checkbox"/>		
Empty Trash Cans	<input type="checkbox"/>			
Restrooms	<input type="checkbox"/>			
Elevators	<input type="checkbox"/>			
Stairs	<input type="checkbox"/>			
Offices (Management/Security)	<input type="checkbox"/>			
Electrical/Mechanical Rooms		<input type="checkbox"/>		
Wash Down Parking Decks			<input type="checkbox"/>	<input type="checkbox"/>
Wash Down Revenue Control Equipment		<input type="checkbox"/>		
B. Doors & Door Hardware	Daily/Weekly	Monthly	6 Month Interval	Yearly
Doors Close & Latch Properly	<input type="checkbox"/>			
Mechanized Doors:				
Pedestrian Doors	<input type="checkbox"/>			
Rolling Grill Doors	<input type="checkbox"/>			
Panic Hardware at Security Doors	<input type="checkbox"/>			
Lubricate Mechanized Doors:				
Pedestrian Doors			<input type="checkbox"/>	
Rolling Grill Doors			<input type="checkbox"/>	
C. Electrical System	Daily/Weekly	Monthly	6 Month Interval	Yearly
Check Lighting Fixtures	<input type="checkbox"/>	<input type="checkbox"/>		
Relamp Fixtures (as needed)	<input type="checkbox"/>			
Inspect- Specialized Electrical Equipment			<input type="checkbox"/>	
Electrical Distribution Panels			<input type="checkbox"/>	
Surface Mounted Conduit			<input type="checkbox"/>	
Fire Alarm System			<input type="checkbox"/>	
D. Elevator Operation	Daily/Weekly	Monthly	6 Month Interval	Yearly
Check for Normal Operation	<input type="checkbox"/>			
Check Elevator Indicator Lights	<input type="checkbox"/>			
Check Audible Tones (ADA level annunciators)		<input type="checkbox"/>		
Elevator Service- Preventive Maintenance			<input type="checkbox"/>	
E. Heating, Ventilation & Air Conditioning	Daily/Weekly	Monthly	6 Month Interval	Yearly
Check for Proper Operation:				
Ventilation Equipment		<input type="checkbox"/>		
Check Filters				<input type="checkbox"/>
HVAC Service- Preventive Maintenance				<input type="checkbox"/>
F. Landscaping	Daily/Weekly	Monthly	6 Month Interval	Yearly
Remove Trash	<input type="checkbox"/>			
Weed Landscaping		<input type="checkbox"/>		
Water/ Irrigate (dependent on time of year and time of planting)	<input type="checkbox"/>			
G. Painting	Daily/Weekly	Monthly	6 Month Interval	Yearly
Check for Paint Failure & Rusting:				
Doors & Door Frames			<input type="checkbox"/>	
Handrails & Guardrails			<input type="checkbox"/>	
Steel Bollards/Pipe Guards			<input type="checkbox"/>	
Exposed Piping (fire supression system & storm drainage)			<input type="checkbox"/>	<input type="checkbox"/>
Other Miscellaneous Metals			<input type="checkbox"/>	
Check for Appearance:				
Striping			<input type="checkbox"/>	
Curbs			<input type="checkbox"/>	
Walls			<input type="checkbox"/>	

Schedule 3 (Maintenance)

1/26/2012 Draft

Ceilings			<input checked="" type="checkbox"/>	
Signs		<input type="checkbox"/>		
Touch-up Painting			<input type="checkbox"/>	
Repainting				<input type="checkbox"/>
H. Parking/Revenue Control Equipment	Daily/Weekly	Monthly	6 Month Interval	Yearly
Check for Proper Operation	<input type="checkbox"/>			
Parking/Revenue Control Equipment- Preventive Maintenance		<input type="checkbox"/>		
I. Plumbing/Drainage Systems	Daily/Weekly	Monthly	6 Month Interval	Yearly
Check for Proper Operation:				
Deck Washdown System			<input type="checkbox"/>	
Floor Drains/Storm Risers			<input type="checkbox"/>	
Fire Supression Systems:				
-Dry Fire Standpipe System				<input type="checkbox"/>
Drain Down Systems for Winter				<input type="checkbox"/>
J. Roofing & Waterproofing	Daily/Weekly	Monthly	6 Month Interval	Yearly
Check for Leaks:				
Roofing		<input type="checkbox"/>		
Joint/Crack Sealants			<input type="checkbox"/>	
Expansion Joints			<input type="checkbox"/>	
Windows, Doors & Walls		<input type="checkbox"/>		
Parking Deck Waterproof Membrane		<input type="checkbox"/>		
Check for Deterioration:				
Roofing			<input type="checkbox"/>	
Joint/Crack Sealants			<input type="checkbox"/>	
Expansion Joints			<input type="checkbox"/>	
Windows, Doors & Walls			<input type="checkbox"/>	
Parking Deck Waterproof Membrane			<input type="checkbox"/>	
K. Safety Checks	Daily/Weekly	Monthly	6 Month Interval	Yearly
Handrails & Guardrails		<input type="checkbox"/>		
Emergency Exit Signs	<input type="checkbox"/>			
Emergency Lights	<input type="checkbox"/>			
Tripping Hazards:				
Supported Concrete Slabs	<input type="checkbox"/>			
Concrete Slab-on-Grade	<input type="checkbox"/>			
Stairs (Interior & Exterior)	<input type="checkbox"/>			
Sidewalks & Curbs (Interior & Exterior)	<input type="checkbox"/>			
L. Security System	Daily/Weekly	Monthly	6 Month Interval	Yearly
Check for Proper Operation:				
Elevator Communication Equipment (Telephone)	<input type="checkbox"/>			
Other Systems	<input type="checkbox"/>			
M. Pedestrian & Vehicular Signage	Daily/Weekly	Monthly	6 Month Interval	Yearly
Check Signs:				
Proper Placement/Positioning	<input type="checkbox"/>			
Clean			<input type="checkbox"/>	
Legibility		<input type="checkbox"/>		
Illuminated Signs or Changeable Information Signs	<input type="checkbox"/>			
N. Snow & Ice Removal	Daily/Weekly	Monthly	6 Month Interval	Yearly
Check for Icy Spots (in season)	<input type="checkbox"/>			
Remove Snow & Ice (in season)	<input type="checkbox"/>			

SCHEDULE 4

Schedule of Operating Expenses

- (1) Payroll expenses and applicable payroll taxes for employees performing services for the Public Garage, the Shared Facilities and the On-Street Parking including, but not limited to, provision for vacation pay, sick and personal days, funeral leave, jury duty, pension, health and welfare programs, legal fund, and other benefit obligations.
- (2) Payments and deposits for unemployment insurance, Social Security taxes, worker's compensation insurance, disability benefits, and other similar taxes.
- (3) The costs of procuring and maintaining insurance specified in Paragraphs 8(B) and 8(C) of this Agreement, and the payment of uninsured damage claims, including amounts paid to satisfy claims payments below the "deductible" portion of any policy of insurance.
- (4) Costs of procuring access cards or devices and printing parking tickets, coupons, checks, related forms, and other office and operating supplies for use exclusively at the Public Garage and the Shared Facilities.
- (6) Payments to independent contractors performing services required in the operation of the Public Garage and the Shared Facilities in accordance with this Agreement, including without limitation maintenance and repair of sprinklers, alarms and other life-safety systems, elevators, heating, ventilation, air conditioning, overhead garage doors, security foot patrols and surveillance systems, other building systems, and sweeping and power washing equipment.
- (7) Routine repairs and maintenance of revenue and access control equipment and parking barrier systems, including, without limitation, contract maintenance on illuminated signs, cash registers, fee computers, gates, ticket dispensers, card readers, controller systems, wiring, and computers for the transient and monthly systems, etc.
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rendering and collecting monthly bills to users of the Public Garage, including credit card fees, postage, and bank service charges.

- (12) Data processing costs relating to billing, payroll, cash disbursements, and claims adjustments relating to the Public Garage and the Shared Facilities.
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- (16) Any sales and use taxes or similar taxes imposed upon the Operator by the State of Connecticut or any other governmental authority for services rendered by the Operator, or imposed or assessed for the use and operation of the Public Garage or revenues collected therefrom.
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- (20) All other expenses defined as Operating Expenses in a subcontract entered into by Operator with a third party subcontractor and which subcontract is approved by the Town, in accordance with Paragraph 13(C).



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matthew Hart, Town Manager *MH*
CC: Maria Capriola, Assistant to Town Manager; Cherie Trahan, Director of Finance
Date: May 14, 2012
Re: Financial Statements Dated March 31, 2012

Subject Matter/Background

At its May 14, 2012 meeting, the Finance Committee will review the Financial Statements dated March 31, 2012. Staff will be available to answer questions. The Finance committee will be asked to recommend Council's acceptance of the statements as presented.

Recommendation

If the Finance Committee recommends acceptance of the statements and the Town Council as a whole concurs with the Finance Committee's recommendation, the following motion would be in order:

Move, effective May 14, 2012, to accept the Financial Statements Dated March 31, 2012.

Attachments

- 1) Financial Statements Dated March 31, 2012

TOWN OF MANSFIELD
MANSFIELD BOARD OF EDUCATION

Quarterly Financial Statements

(For the Quarter Ending March 31, 2012)

Finance Department
Cherie Trahan
Director of Finance
May 8, 2012

Town of Mansfield**Memorandum**

*To: Mansfield Town Council
Mansfield Board of Education*
From: Cherie Trahan, Director of Finance
Date: May 14, 2012
Subject: March 31, 2012 Quarterly Financial Statements

Attached please find the third quarter financial statements for the quarter ending March 31, 2012.

Attachment

OVERVIEW

GENERAL FUND BUDGET

REVENUES:

Tax Collections

The total collection rate through March 31, 2012 is 98.1%, as compared to 97.8% through March 31, 2011. Real estate collections, which account for approximately 85% of the levy, are 98.6% as compared to 98.1% for last year. Collections in motor vehicles are 93.1% as compared to 94.0% at March 31, 2011.

Licenses and Permits

Conveyance taxes received are \$56,889 or 28.4% of the annual budget. April receipts of \$30,459 bring us to 43.6% of budget. We could therefore be short of budget by approximately \$100,000. Building permits received are \$121,670 or 76.0% of the annual budget.

Federal Support for General Government

No change from the budget at this time.

State Support for Education

The latest estimate from the State for the ECS grant is 10,065,446 or \$5,231 less than budget. The Transportation grant estimate from the State is \$116,856 or \$4,544 less than budget. The ECS grant is scheduled to be paid as follows: 25% October 31'st, 25% January 31'st; balance April 30'th. To date we have received \$5,035,338. The Transportation grant is scheduled to be paid April 30'th.

State Support for General Government

The Pilot grant is by far the largest single grant within this category. It is budgeted at \$7,056,130 and we received \$7,058,654 (in October) or \$2,524 more than budget.

Charges for Services

Charges for services are primarily fixed by contract and are normally received during the year. The primary exceptions are: Recording, where we have received \$43,783 or 79.6% of budget and Police Services which are based on expenditures.

Fines and Forfeitures

No major change expected from budget.

Miscellaneous

This area is primarily interest income and the telecommunications service payment. Total interest income through March 31, 2012 is \$17,167 as compared to \$16,594 for the same period last year. STIF interest rate for March, 2012 is 0.12% as compared to 0.18% in March 2011. The amount of the telecommunications payment is not known at this time.

GENERAL FUND BUDGET - EXPENDITURES

Town Expenditures

We are filing for (2) FEMA grants to help cover the costs related to storm recovery and cleanup. If approved as submitted, Storm Irene's grant could be as much as \$67,000. No estimates are available yet for Storm Alfred.

Board Expenditures

There are no significant issues at this time.

DAY CARE FUND

The Day Care Fund ended the third quarter with revenues exceeding expenditures by \$35,036. Fund balance at July 1, 2011 of \$228,292 increased to \$263,328 at March 31, 2012.

CAFETERIA FUND

Revenues exceeded expenditures by \$8,286 for the period. Fund balance at July 1, 2011 increased from \$318,666 to \$326,952 at March 31, 2012. A \$20,000 transfer from the Board of Education is included.

RECREATION PROGRAM FUND

The Recreation Program Fund ended the period with revenues exceeding expenditures by \$55,945. Fund Balance increased from \$88,388 to \$144,332. This will be drawn down as expenses are met. Membership continues to be a significant challenge due to the economy.

CAPITAL NONRECURRING FUND

The Pequot/Mohegan Grant was budgeted at \$195,000. No changes from the State have been announced at this point.

DEBT SERVICE FUND

Fund Balance increased from \$99,508 on July 1, 2011 to \$649,875 at March 31, 2012. This will be drawn down as principal and interest payments are made throughout the year.

ENTERPRISE/INTERNAL SERVICE FUNDS

Solid Waste Fund

Revenues exceeded expenditures by \$2,973. Retained Earnings increased from \$245,725 at July 1, 2011 to \$248,698 at March 31, 2012.

Health Insurance Fund (Town of Mansfield, Mansfield BOE, and Region 19 BOE)

Revenues and Other Financing sources were more than expenditures through the third quarter by \$697,324. Fund Equity increased from \$3,706,795 (including contributed capital) at July 1, 2011 to \$4,404,119 at March 31, 2012. Claims through March have averaged \$453,024 as compared to \$501,124 for the prior year. To be considered fully funded, the Health Insurance Fund needs to maintain a fund balance of \$1.6 million at a minimum.

Worker's Compensation Fund

Operating expenditures exceeded revenues by \$5,398 through the third quarter. Retained Earnings decreased from \$56,691 to \$51,293 at March 31, 2012.

Management Services Fund

Management Services Fund expenditures through March 31, 2012 exceeded revenues by \$190,517. Fund Balance decreased from \$1,517,120 at July 1, 2011 to \$1,326,603 at March 31, 2012. Projections through June 30, 2012 indicate that we could end the fiscal year with positive results of nearly \$136,000.

CEMETERY FUND

Retained earnings in the Cemetery Fund decreased from \$322,251 at July 1, 2011 to \$299,183 at March 31, 2012. The major costs for this fund are mowing and cemetery maintenance.

LONG TERM INVESTMENT POOL

The pool experienced a \$34,946 increase in the market value of its portfolio for the period July 1, 2011 to March 31, 2012.

EASTERN HIGHLANDS HEALTH DISTRICT

Operating revenues exceeded expenditures by \$89,340 and Fund Balance increased from \$310,607 to \$399,947. Service fee revenues remain below budget this year, and are expected to be a significant challenge both this fiscal year and next.

MANSFIELD DOWNTOWN PARTNERSHIP

Operating revenues exceeded expenditures by \$82,590 through March 31, 2012, and Fund Balance increased from \$289,578 to \$372,168. I also expect this balance to be drawn down as expenses are met.

**TOWN OF MANSFIELD
TRIAL BALANCE
March 31, 2012**

GENERAL FUND	DEBIT	CREDIT
Cash Equivalent Investments	\$ 8,856,274	\$ -
Working Cash Fund	4,400	
Accounts Receivable	2,892	
Taxes Receivable - Current	534,467	
Taxes Receivable - Delinquent	265,551	
Accounts and Other Payables		341,435
Refundable Deposits		97,998
Deferred Revenue - Taxes		748,792
Encumbrances Payable - Prior Year		329,652
Liquidation - Prior Year Encumbrances	173,983	
Fund Balance - Undesignated		2,070,112
Actual Expenditures	32,217,114	
Actual Revenues		38,466,692
	<u>\$ 42,054,681</u>	<u>\$ 42,054,681</u>

DAYCARE COMBINED PROGRAM
 COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES
 AND CHANGES IN FUND BALANCE
 FOR THE PERIOD ENDED MARCH 31, 2012
 (with comparative totals for MARCH 31, 2011)

	BUDGET	MARCH 31	
	2011/12	2012	2011
REVENUES:			
Intergovernmental - Nat'l. School Lunch	\$ 37,000	\$ 27,981	\$ 23,093
Intergovernmental - Day Care Grant	318,128	251,784	246,792
School Readiness Program	25,740	24,032	22,165
UConn	78,750	78,750	78,750
Fees	833,200	571,792	519,382
Subsidies	25,000	49,515	62,493
Total Revenues	1,317,818	1,003,854	952,675
EXPENDITURES:			
Administrative	179,751	138,194	138,539
Direct Program	988,958	706,418	745,743
Purchased Property Services	16,750	12,669	10,789
Repairs & Maintenance	5,500	3,912	2,270
Insurance	18,000	8,308	11,491
Other Purchased Services	12,100	11,241	10,562
Food Service Supplies	37,000	27,608	27,689
Energy	28,500	21,375	21,375
Supplies & Miscellaneous	17,350	11,116	9,505
Capital Projects/Air Conditioning		27,563	
Equipment	1,500	414	454
Total Expenditures	1,305,409	968,818	978,417
EXCESS/(DEFICIENCY)	12,409	35,036	(25,742)
FUND BALANCE, JULY 1	228,292	228,292	268,918
FUND BALANCE, END OF PERIOD	\$ 240,701	\$ 263,328	\$ 243,176

MANSFIELD BOARD OF EDUCATION
 CAFETERIA FUND
 BALANCE SHEET
 AS OF MARCH 31, 2012
 (with comparative totals for MARCH 31, 2011)

	March 31	
	2012	2011
<u>Assets</u>		
Cash	\$ 310,608	\$ 199,369
Inventory	16,344	46,050
Total Assets	\$ 326,952	\$ 245,419
<u>Liabilities and Fund Balances</u>		
<u>Liabilities</u>		
Accounts Payable	\$ -	\$ 360
Total Liabilities	-	360
<u>Fund Balance</u>		
Fund Balance:		
Unreserved, undesignated	326,952	245,059
Total Fund Balance	326,952	245,059
Total Liabilities and Fund Balance	\$ 326,952	\$ 245,419

MANSFIELD BOARD OF EDUCATION
CAFETERIA FUND
COMPARATIVE STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
FOR THE PERIOD ENDED MARCH 31, 2012
(with comparative totals for MARCH 31, 2011)

	BUDGET	MARCH 31	
	2011/12	2012	2011
Operating Revenues:			
Intergovernmental	\$ 175,972	\$ 150,588	\$ 128,503
Sales of Food	578,860	447,454	424,863
Other	58,216	43,294	39,297
Total Operating Revenues	813,048	641,336	592,663
Other Financing:			
Transfers In - General Fund Board	20,000	20,000	20,000
Total Revenues & Other Financing	833,048	661,336	612,663
Operating Expenditures:			
Salaries & Benefits	570,865	382,588	392,169
Food & Supplies	278,785	260,994	185,411
Professional and Technical	2,500		-
Equipment - Other	10,000	9,468	3,096
Equipment Repairs & Contracts	2,000		1,657
Total Operating Expenditures	864,150	653,050	582,333
Excess/(Deficiency)	(31,102)	8,286	30,330
Fund Balance, July 1	318,666	318,666	214,729
Fund Balance, End of Period	\$ 287,564	\$ 326,952	\$ 245,059

Mansfield Parks and Recreation
 Balance Sheet
 As of March 31st, 2012
 (with comparative totals for March 31st, 2011)

	March 31st	
	2012	2011
<u>Assets</u>		
Cash	\$ 156,382	\$ 171,595
Accounts Receivable		828
Total Assets	\$ 156,382	\$ 172,423
<u>Fund Balance</u>		
Fund Balance:		
Reserve for Encumbrances	12,074	3,624
Unreserved, undesignated	144,307	168,799
Total Fund Balance	156,382	172,423
Total Liabilities and Fund Balance	\$ 156,382	\$ 172,423

MANSFIELD PARKS & RECREATION FUND
 REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
 AS OF March 31st, 2012
 (With comparative totals as of March 31st, 2011)

	Budget	March 31st	
	2011/12	2012	2011
REVENUES:			
Membership Fees	\$ 900,000	\$ 615,657	\$ 650,115
Program Fees	641,990	516,063	495,510
Fee Waivers	122,020	-	99
Daily Admission Fees	63,250	44,884	46,289
Rent - Facilities/Parties	32,000	16,040	16,379
Employee Wellness	20,160	-	-
Rent - E.O. Smith	11,250	5,150	7,225
Contributions	4,050	5,474	1,825
Sale of Merchandise	5,100	3,794	2,224
Sale of Food	3,200	446	2,128
Other	3,400	3,114	3,183
Total Revenues	1,806,420	1,210,621	1,224,977
OPERATING TRANSFERS:			
General Fund - Recreation Administrative	314,160	314,160	265,760
General Fund - Community Programs	75,000	75,000	75,000
CNR Fund - Bicent. Pond	25,000	25,000	25,000
CNR Fund - Teen Center	25,000	25,000	25,000
Total Rev. & Op Trans	2,245,580	1,649,781	1,615,737
EXPENDITURES:			
Salaries & Wages	1,294,480	908,169	888,753
Benefits	261,960	190,295	183,718
Professional & Technical	147,100	104,519	93,140
Purchased Property Services	33,600	18,527	33,565
Repairs & Maintenance	22,200	11,067	15,838
Other Purchased Services/Rentals	151,650	111,833	122,156
Other Supplies	8,320	4,388	4,199
Energy	136,750	97,229	102,563
Building Supplies	46,900	35,490	34,460
Recreation Supplies	74,190	63,054	55,864
Equipment	46,100	46,965	34,748
Improvements	2,300	2,300	-
Total Expenditures	2,225,550	1,593,836	1,569,005
EXCESS/DEFICIENCY	20,030	55,945	46,733
FUND BALANCE, JULY1	88,388	88,388	122,146
FUND BALANCE, End of Period	\$ 108,418	\$ 144,332	\$ 168,879

TOWN OF MANSFIELD
 CAPITAL AND NONRECURRING RESERVE FUND BUDGET
 ESTIMATED REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
 FISCAL YEAR 2011/12

	Actual 07/08	Actual 08/09	Actual 09/10	Actual 10/11	Adopted 11/12	Estimated 11/12	Proposed 12/13	Projected 13/14	Projected 14/15	Projected 15/16	Projected 16/17
SOURCES:											
Revenues:											
General Fund Contribution	644,000	85,000	685,000	387,500	476,000	476,000	1,014,210	1,258,000	1,350,000	1,450,000	1,525,000
Board Contribution			85,000								
Property Tax Relief											
Energy Assistance Program											
State Revenue Sharing											
State Dept. of Education - MMS IRC/MMS Drainage											
Rural Development Grant - Downtown Revitalization											
Ambulance User Fees	289,884	304,089	279,790	362,821	325,000	325,000	330,000	330,000	330,000	330,000	330,000
Landfill Closing Grant - Inkind Reimbursement											
Insurance Settlement											
Interest Income											
Other		30,813	10,464								
Sewer Assessments	14,400				3,000	3,000	3,000	3,000	3,000	3,000	3,000
Pequot Funds	389,462	349,407	191,333	193,910	195,000	211,700	212,000	212,000	212,000	212,000	212,000
Total Sources	1,337,746	769,309	1,251,587	944,231	999,000	1,015,700	1,559,210	1,803,000	1,895,000	1,995,000	2,070,000
USES:											
Operating Transfers Out:											
General Fund - One Time Costs/Fund Balance Plan											
General Fund - State Revenue Sharing											
Community Events											
Management Services Fund	200,000	150,000	150,000	150,000	175,000	175,000	175,000	200,000	200,000	200,000	200,000
Debt Service Sinking Fund	200,000	75,000	150,000	150,000							
Retire Debt for Fire Truck	70,000		80,000	80,000							
New Financial Reporting Model (Statement 34)											
Property Tax Revaluation Fund	25,000	25,000	25,000	35,000	25,000	25,000	25,000				
Capital Fund	458,300	307,124	395,000	470,169	701,000	670,079	1,208,000	1,481,000	1,548,500	1,693,335	1,828,260
Capital Fund - Storrs Center Reserve							96,210	96,210	96,210	96,210	96,210
Capital Fund - MMS Heating Conversion			376,000								
Day Care Pension											
Town Manager Search											
Emergency Services Administration											
Community Center Operating Subsidy											
Parks & Recreation Operating Subsidy	251,538	50,000	50,000	50,000	50,000	50,000					
Health Insurance Fund											
Retiree Medical Insurance Fund	50,000										
Compensated Absences Fund	50,000	40,000	50,000	70,000	55,000	55,000	58,000	57,000			
Downtown Partnership	63,000										
Shared Projects with UConn											
Total Uses	1,367,838	647,124	1,276,000	1,005,169	1,006,000	975,079	1,562,210	1,834,210	1,844,710	1,989,545	2,124,470
Excess/(Deficiency)	(30,092)	122,185	(24,413)	(60,938)	(7,000)	40,621	(3,000)	(31,210)	50,290	5,455	(54,470)
Fund Balance/(Deficit) July 1	(5,817)	(35,909)	86,276	61,863	925	925	41,546	38,546	7,336	57,626	63,081
Fund Balance, June 30	(\$35,909)	\$86,276	\$61,863	\$925	(\$6,075)	\$41,546	\$38,546	\$7,336	\$57,626	\$63,081	\$8,611

* Compensated Absences needs to be funded for approximately \$288,000

** Anticipates moving the Town subsidy for the Teen Center and Bicentennial Pond to the General Fund

DEBT SERVICE FUND
BALANCE SHEET
AS OF MARCH 31, 2012
(with comparative totals for MARCH 31, 2011)

	MARCH 31	
	2012	2011
Assets:		
Cash and cash equivalents	\$ 649,875	\$ 748,283
Total Assets	\$ 649,875	\$ 748,283
Liabilities and Fund Balance		
Liabilities:		
Interest Payable	\$ -	\$ 30,636
Total Liabilities	-	30,636
Fund Balance:		
Unreserved:		
Undesignated	\$ 649,875	\$ 717,647
Total Liabilities and Fund Balance	\$ 649,875	\$ 748,283

DEBT SERVICE FUND
 COMPARATIVE STATEMENT OF REVENUES, EXPENDITURES AND
 CHANGES IN FUND BALANCE
 FOR THE PERIOD ENDED MARCH 31, 2012
 (with comparative totals for MARCH 31 2011)

	BUDGET	MARCH 31	
	2011/12	2012	2011
Revenues:			
Bond Proceeds	\$ -	\$ -	\$ 133,000
Interest Income		1,285	-
Total Revenues	-	1,285	133,000
Other Financing:			
Operating Transfers In:			
General Fund	\$ 825,000	\$ 825,000	\$ 760,000
CNR Fund			150,000
Total Revenues and Other Financing Sources	825,000	826,285	1,043,000
Expenditures:			
Principal Payments	725,114	173,996	150,966
Interest Payments	137,360	132,559	59,432
Financial Services & Fees			42,161
Total expenditures	862,474	306,555	252,559
Excess of revenues and other financing sources over expenditures	(37,474)	519,730	790,441
Fund balance, July 1	99,508	130,145	(72,794)
Fund balance, End of Period	\$ 62,034	\$ 649,875	\$ 717,647

TOWN OF MANSFIELD
DEBT SERVICE FUND
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

	06/07 ACTUAL	07/08 ACTUAL	08/09 ACTUAL	09/10 ACTUAL	10/11 ACTUAL	11/12 BUDGET	12/13 PROPOSED	13/14 PROJECTED	14/15 PROJECTED	15/16 PROJECTED	16/17 PROJECTED	17/18 PROJECTED
REVENUES:												
Intergovernmental	\$295,462	\$180,794	\$105,218									
Bonds					\$133,000							
Premium Income					\$55,542							
State Revenue Sharing												
Interest on Unspent Balance												
Other (Refund on Lease Purchase in 09/10)				6,500								
Other (Co-Gen Grant in 09/10 elimin)												
TOTAL REVENUES	295,462	180,794	105,218	6,500	188,542							
Operating Transfers In - General Fund	400,000	400,000	415,000	500,000	760,000	825,000	825,000	675,000	350,000	300,000	300,000	300,000
Operating Transfers In - CNR Fund	215,000	200,000	75,000	150,000	150,000							
Operating Transfers In - MS Fund			75,000									
TOTAL REVENUES AND OPERATING TRANSFERS IN	910,462	780,794	670,218	656,500	1,098,542	825,000	825,000	675,000	350,000	300,000	300,000	300,000
EXPENDITURES:												
Principal Retirement	805,000	660,000	530,000	455,000	455,000	460,000	460,000	145,000				
Interest	176,482	136,082	104,202	81,927	64,765	45,654	25,900	5,220				
Principal Retirement - GOB 2011								220,000	220,000	220,000	220,000	220,000
Interest - GOB 2011							91,706	93,525	86,925	80,325	73,725	67,125
Lease Purchase - Co-Gen/Pool Covers 07/08			78,134	78,142	64,129	78,134	78,134					
Lease Purchase - CIP Equip 08/09				48,878	113,886	113,886	113,886	113,886				
Lease Purchase - CIP Equip 09/10					87,617	87,617	87,617	87,617	87,617			
Financial/Issuance Costs		5,000	3,000		110,206							
TOTAL EXPENDITURES	981,482	801,082	715,336	663,947	895,603	876,997	859,062	665,248	394,542	300,325	293,725	287,125
REVENUES AND OTHER FINANCING SOURCES OVER/ (UNDER) EXPENDITURES	(71,020)	(20,288)	(45,118)	(7,447)	202,939	(51,997)	(34,062)	9,752	(44,542)	(325)	6,275	12,875
FUND BALANCE, JULY 1	71,079	59	(20,229)	(65,347)	(72,794)	130,145	78,148	44,086	53,838	9,296	8,971	15,246
FUND BALANCE, JUNE 30	\$59	(\$20,229)	(\$65,347)	(\$72,794)	\$130,145	\$78,148	\$44,086	\$33,838	\$9,296	\$8,971	\$15,246	\$28,121

TOWN OF MANSFIELD
DEBT SERVICE FUND
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

	18/19 PROJECTED	19/20 PROJECTED	20/21 PROJECTED	21/22 PROJECTED	22/23 PROJECTED	23/24 PROJECTED	24/25 PROJECTED	25/26 PROJECTED
REVENUES:								
Intergovernmental								
Bonds								
Premium Income								
State Revenue Sharing								
Interest on Unspent Balance								
Other (Refund on Lease Purchase in 09/10)								
Other (Co-Gen Grant in 09/10 elimin)								
<hr/>								
TOTAL REVENUES								
Operating Transfers In - General Fund	275,000	275,000	275,000	250,000	250,000	250,000	250,000	200,000
Operating Transfers In - CNR Fund								
Operating Transfers In - MS Fund								
TOTAL REVENUES AND OPERATING TRANSFERS IN	275,000	275,000	275,000	250,000	250,000	250,000	250,000	200,000
<hr/>								
EXPENDITURES:								
Principal Retirement								
Interest								
Principal Retirement - GOB 2011	220,000	220,000	220,000	220,000	220,000	220,000	220,000	200,000
Interest - GOB 2011	60,525	53,925	47,325	40,725	33,850	25,600	16,800	8,000
Lease Purchase - Co-Gen/Pool Covers 07/08								
Lease Purchase - CIP Equip 08/09								
Lease Purchase - CIP Equip 09/10								
Financial/Issuance Costs								
<hr/>								
TOTAL EXPENDITURES	280,525	273,925	267,325	260,725	253,850	245,600	236,800	208,000
<hr/>								
REVENUES AND OTHER FINANCING SOURCES OVER/ (UNDER) EXPENDITURES	(5,525)	1,075	7,675	(10,725)	(3,850)	4,400	13,200	(8,000)
<hr/>								
FUND BALANCE, JULY 1	28,121	22,596	23,671	31,346	20,621	16,771	21,171	34,371
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FUND BALANCE, JUNE 30	\$22,596	\$23,671	\$31,346	\$20,621	\$16,771	\$21,171	\$34,371	\$26,371

SOLID WASTE DISPOSAL FUND
BALANCE SHEET
AS OF MARCH 31, 2012
(with comparative totals for MARCH 31, 2011)

	MARCH 31	
	2012	2011
<u>CURRENT ASSETS</u>		
Cash	\$ 332,279	\$ 324,518
Accounts Receivable (net of allow. for uncollectable accts)	30,000	17,950
Total Current Assets	362,279	342,468
<u>FIXED ASSETS</u>		
Land	8,500	8,500
Buildings & Equipment	565,138	565,138
Less: Accumulated Depreciation	(510,222)	(496,715)
Total Fixed Assets	63,416	76,923
TOTAL ASSETS	\$ 425,695	\$ 419,391
<u>LIABILITIES AND FUND EQUITY</u>		
<u>CURRENT LIABILITIES</u>		
Accounts Payable	\$ 44,165	\$ 48,160
Accrued Compensated Absences	14,707	19,479
Refundable Deposits	22,125	18,600
Total Current Liabilities	80,997	86,239
<u>LONG-TERM LIABILITIES</u>		
Landfill Postclosure Costs	96,000	100,000
Total Long-Term Liabilities	96,000	100,000
TOTAL LIABILITIES	176,997	186,239
<u>FUND EQUITY</u>		
Retained Earnings	248,698	233,152
Total Fund Equity	248,698	233,152
TOTAL LIABILITIES AND FUND EQUITY	\$ 425,695	\$ 419,391

SOLID WASTE DISPOSAL FUND
 COMPARATIVE STATEMENTS OF REVENUES, EXPENDITURES
 AND CHANGES IN FUND BALANCE
 MARCH 31, 2012
 (with comparative totals for MARCH 31, 2011)

	BUDGET	MARCH 31	
	2011/12	2012	2011
Operating Revenues:			
Transfer Station Fees	\$ 84,000	\$ 53,731	\$ 51,848
Garbage Collection Fees	901,700	688,107	673,298
Sale of Recyclables	15,000	20,590	6,174
Other Revenues	-	1,886	722
Total Operating Revenues	<u>1,000,700</u>	<u>764,314</u>	<u>732,042</u>
Operating Expenses:			
Hauler's Tipping Fees	172,960	114,662	117,706
Mansfield Tipping Fees	53,440	61,088	37,168
Wage & Fringe Benefits	302,515	212,814	180,492
Computer Software	4,080	4,320	4,080
Trucking Fee	30,900	15,630	15,120
Recycling Cost	20,500	13,546	7,385
Contract Pickup	372,500	291,147	299,410
Supplies and Services	22,740	10,680	11,630
Depreciation Expense	30,000	22,500	22,500
Hazardous Waste	12,300	4,954	398
Equipment Parts/Other	5,500		149
LAN/WAN Expenditures	10,000	10,000	10,000
Total Operating Expenses	<u>1,037,435</u>	<u>761,341</u>	<u>706,038</u>
NET INCOME (LOSS)	(36,735)	2,973	26,004
Retained Earnings, July 1	<u>245,725</u>	<u>245,725</u>	<u>207,148</u>
Retained Earnings, End of Period	<u>\$ 208,990</u>	<u>\$ 248,698</u>	<u>\$ 233,152</u>

HEALTH INSURANCE FUND
BALANCE SHEET
March 31st, 2012
(with comparative totals for March 31st, 2011)

	March 31st	
	2012	2011
<u>Assets</u>		
Cash and cash equivalents	\$ 4,780,119	\$ 3,887,752
Due from Other Funds	-	100,000
Total Assets	\$ 4,780,119	\$ 3,987,752
<u>Liability and Fund Equity</u>		
Liabilities:		
Accrued Medical Claims	\$ 376,000	\$ 410,000
Total Liabilities	376,000	410,000
Fund Equity		
Net Contributed Capital	400,000	400,000
Retained Earnings	4,004,119	3,177,752
Total Fund Equity	4,404,119	3,577,752
Total Liabilities and Fund Equity	\$ 4,780,119	\$ 3,987,752

HEALTH INSURANCE FUND
 COMPARATIVE STATEMENTS OF REVENUES, EXPENDITURES
 AND CHANGES IN FUND BALANCE
 March 31st, 2012
 (with comparative totals for March 31st, 2011)

	March 31st	
	2012	2011
Revenues:		
Premium income	\$ 5,477,015	\$ 5,739,317
Interest income	2,649	2,717
Total Revenues	5,479,665	5,742,034
Expenditures:		
Payroll	75,016	71,659
Administrative expenses	533,606	382,923
Medical claims	4,066,915	4,575,449
Consultants	17,000	-
Medical Supplies	79,803	79,120
LAN/WAN Expenditures	10,000	10,000
Total Expenditures	4,782,341	5,119,151
Revenues and Other Financing Sources Over/ (Under) Expenditures	697,324	622,883
Contributed Capital	400,000	400,000
Fund Equity, July 1	3,306,795	2,554,870
Fund Equity plus Cont. Capital, End of Period	\$ 4,404,119	\$ 3,577,753

ANTHEM BLUE CROSS MONTHLY CLAIMS
FISCAL YEAR BASIS

MONTH	99/00	00/01	FY 01/02	FY 02/03	FY 03/04	FY 04/05	FY 05/06	FY 06/07	FY 07/08	FY08/09	FY09/10	FY10/11	FY11/12	Average '92-'11	Average FY'07-'11
JULY	170,906	216,792	216,195	231,239	353,025	332,653	368,941	409,635	430,780	493,991	534,203	667,615	410,100	272,798	507,245
AUGUST	146,139	215,571	247,118	247,238	296,808	327,584	323,401	499,754	554,171	567,129	520,970	583,042	443,808	284,196	545,013
SEPTEMBER	140,741	264,603	230,526	257,491	323,667	302,399	298,440	415,053	430,908	438,495	438,428	320,452	475,683	246,903	408,667
OCTOBER	108,729	180,875	240,996	262,401	312,245	275,610	351,888	370,945	384,033	440,640	518,768	524,875	429,967	248,896	447,852
NOVEMBER	125,629	203,813	208,715	217,831	342,691	448,834	299,882	370,405	489,535	383,653	461,484	371,112	419,740	244,936	415,238
DECEMBER	181,592	185,278	256,252	190,532	415,554	358,577	343,209	427,447	436,589	358,543	368,522	502,648	451,734	252,729	418,750
JANUARY	204,232	200,762	251,986	333,923	342,476	358,256	356,891	364,331	508,001	454,813	389,841	497,371	461,600	272,094	442,871
FEBRUARY	194,411	180,679	267,614	331,286	340,298	305,259	492,485	527,867	629,924	521,301	497,159	550,094	480,989	308,393	545,269
MARCH	211,199	200,818	237,003	358,881	386,649	409,245	392,138	482,188	399,055	482,221	519,594	600,223	503,600	294,562	496,656
APRIL	181,703	206,143	342,562	259,835	402,093	443,382	321,969	484,465	476,056	473,587	517,452	513,677		281,242	493,047
MAY	215,754	244,270	276,117	387,515	391,287	387,104	383,505	562,876	516,518	511,932	346,650	398,403		291,341	467,276
JUNE	193,549	251,842	251,747	347,060	357,517	399,827	386,641	606,023	425,253	419,214	465,244	483,975		289,057	479,942
ANNUAL TOTAL	2,074,584	2,551,446	3,026,831	3,425,231	4,264,309	4,348,731	4,319,389	5,520,987	5,680,824	5,545,518	5,578,314	6,013,488	4,077,220	3,150,992	5,667,826
MONTHLY AVG	172,882	212,620	252,236	285,436	355,359	362,394	359,949	460,082	473,402	462,127	464,860	501,124	453,024	264,281	472,319
% OF INCREASE	-5.1%	23.0%	18.6%	13.2%	24.5%	2.0%	-0.7%	27.8%	2.9%	-2.4%	0.6%	7.8%	-9.6%	10.68%	7.34%

WORKERS' COMPENSATION FUND
BALANCE SHEET
MARCH 31, 2012
(with comparative totals for MARCH 31, 2011)

	<u>MARCH 31</u>	
	2012	2011
<u>ASSETS</u>		
Current Assets:		
Cash and Cash Equivalents	\$ 51,293	\$ 57,943
Total Assets	<u>\$ 51,293</u>	<u>\$ 57,943</u>
 <u>FUND BALANCE</u>		
Equity:		
Retained Earnings	\$ 51,293	\$ 57,943
Total Liabilities and Equity	<u>\$ 51,293</u>	<u>\$ 57,943</u>

WORKERS' COMPENSATION FUND
 COMPARATIVE STATEMENT OF REVENUES, EXPENDITURES
 AND CHANGES IN FUND BALANCE
 AS OF MARCH 31, 2012
 (with comparative totals for MARCH 31, 2011)

	BUDGET	MARCH 31	
	2011/12	2012	2011
<u>REVENUES:</u>			
Premium Income	\$ 420,000	\$ 420,000	\$ 403,950
CIRMA Member Distribution		23,632	
Total Revenues	420,000	443,632	403,950
<u>OPERATING EXPENSES:</u>			
Workers' Compensation Insurance	432,530	449,030	435,321
Total Operating Expenses	432,530	449,030	435,321
NET INCOME (LOSS)	(12,530)	(5,398)	(31,371)
Fund Balance, July 1	56,691	56,691	89,314
Fund Balance, End of Period	\$ 44,161	\$ 51,293	\$ 57,943

MANAGEMENT SERVICES FUND
BALANCE SHEET
MARCH 31, 2012
(With comparative totals for March 31, 2011)

	March 31,	
	2012	2011
<u>ASSETS</u>		
Current Assets:		
Cash and Cash Equivalents	\$ 811,090	\$ 366,422
Due from General Fund		
Accounts Receivable	-	57,836
Inventory	3,624	9,136
Total Current Assets	814,714	433,394
Fixed Assets:		
Construction in Progress		
Land	145,649	145,649
Buildings	226,679	226,679
Office Equipment	1,898,019	3,077,617
Construction in Progress	14,898	-
Accum. Depreciation	(917,939)	(1,916,999)
Net Fixed Assets	1,367,306	1,532,946
Total Assets	\$ 2,182,020	\$ 1,966,340
<u>LIABILITIES AND EQUITY</u>		
Liabilities:		
Accounts Payable	\$ 707,583	
Lease Purchase Payable	147,834	217,738
Due to the General Fund		
Due to Internal Service Fund		
Total Liabilities	855,417	217,738
Equity:		
Contributed Capital	146,000	146,000
Retained Earnings	1,180,603	1,602,602
Total Equity	1,326,603	1,748,602
Total Liabilities and Equity	\$ 2,182,020	\$ 1,966,340

MANAGEMENT SERVICES FUND
ESTIMATED STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
FOR THE PERIOD ENDING MARCH 31, 2012

	TOTAL MANAGEMENT SERVICES FUND				
	Budget 2011/12	Actual Mar. 31, 2012	Est Actual 2011/12	Variance Favorable (Unfavorable)	Proposed 2012/13
REVENUES:					
Mansfield Board of Education	\$ 106,250	\$ 106,250	\$ 106,250	\$ -	\$ 109,440
Region 19	100,920	100,920	100,920		103,950
Town of Mansfield	10,300	10,300	10,300		10,820
Communication Service Fees	216,200	222,075	222,075	5,875	221,490
Copier Service Fees	227,250	227,930	227,930	680	226,240
Energy Service Fees	1,977,080	1,474,724	1,968,076	(9,004)	2,019,710
Rent	74,620	54,338	72,450	(2,170)	74,260
Rent - Telecom Tower	115,000	103,553	135,553	20,553	120,000
Sale of Supplies	40,000	28,143	38,143	(1,857)	35,000
CNR Fund	175,000	175,000	175,000		175,000
Health Insurance Fund	10,000	10,000	10,000		10,000
Solid Waste Fund	10,000	10,000	10,000		10,000
Sewer Operating Fund	3,000	3,000	3,000		3,000
Local Support					
Postal Charges	93,250	94,040	94,040	790	88,290
Universal Services Fund	30,000		30,000		33,340
Total Revenues	3,188,870	2,620,273	3,203,737	14,867	3,240,540
EXPENDITURES:					
Salaries & Benefits	409,660	288,338	398,674	10,986	419,553
Training	8,650	95	2,400	6,250	8,550
Repairs & Maintenance	28,250	26,487	35,269	(7,019)	28,350
Professional & Technical	33,570	4,998	13,998	19,572	40,870
System Support	116,800	99,620	126,720	(9,920)	126,820
Copier Maintenance Fees	90,000	98,359	92,000	(2,000)	91,000
Communications	205,360	126,122	171,961	33,399	165,780
Supplies and Software Licensing	24,800	44,171	24,635	165	26,800
Equipment	158,000	108,584	174,132	(16,132)	158,000
Postage	85,000	23,245	75,000	10,000	73,000
Energy	1,876,120	1,888,652	1,811,920	64,200	1,909,000
Equipment Rental/Cost of Sales	55,180	102,119	89,265	(34,085)	48,660
Total Expenditures	3,091,390	2,810,790	3,015,974	75,416	3,096,383
Add:					
Depreciation	221,060		213,780	7,280	198,080
Less:					
Equipment Capitalized	(133,500)		(162,300)	28,800	(133,500)
Operating Expenditures	3,178,950	2,810,790	3,067,454	111,496	3,160,963
Net Income (Loss)	9,920	(190,517)	136,283	126,363	79,577
Total Equity & Contributed Capital, July 1	1,550,700	1,517,120	1,517,120		1,653,403
Total Equity & Contributed Capital, End of Period	\$ 1,560,620	\$ 1,326,603	\$ 1,653,403	\$ 126,363	\$ 1,732,980

CEMETERY FUND
BALANCE SHEET
MARCH 31, 2012
(with comparative totals for MARCH 31, 2011)

	MARCH 31	
	2012	2011
<u>ASSETS</u>		
Cash and cash equivalents	\$ (120,659)	\$ (77,887)
Investments	419,842	375,684
Total Assets	\$ 299,183	\$ 297,797

<u>FUND BALANCE</u>		
Fund Balance		
Reserved for perpetual care	541,989	517,125
Reserved for nonexpendable trust	1,200	1,200
Unreserved, undesignated	(244,006)	(220,528)
Total Fund Balance	299,183	297,797
Total Liabilities and Fund Balance	\$ 299,183	\$ 297,797

CEMETERY FUND
 COMPARATIVE STATEMENTS OF REVENUES, EXPENDITURES
 AND CHANGES IN FUND BALANCE
 MARCH 31, 2012
 (with comparative totals for MARCH 31, 2011)

	BUDGET	MARCH 31	
	2011/12	2012	2011
Operating Revenues:			
Interest & Dividend Income	\$ 16,460	\$ 13,542	\$ -
Capital Gain Distribution		239	
Gain/(Loss) on Sale of Maturities		3,302	
Unrealized Gain (Loss) in Market Value	15,100		1,005
Sale of Plots	4,200	900	6,050
Total Operating Revenues	35,760	17,983	7,055
Operating Expenses:			
Salaries	2,500	4,346	2,330
Road Work		7,535	
Cemetery Maintenance	14,000	18,090	12,087
Mowing Service	25,000	11,080	11,937
Total Operating Expenses	41,500	41,051	26,354
Operating Income/(Loss)	(5,740)	(23,068)	(19,299)
Retained Earnings, July 1	322,251	322,251	317,096
Retained Earnings, End of Period	\$ 316,511	\$ 299,183	\$ 297,797

TOWN OF MANSFIELD
INVESTMENT POOL
AS OF MARCH 31, 2012

	MARKET VALUE JUL 01, 2011	MARKET VALUE SEP 30, 2011	MARKET VALUE DEC 31, 2011	MARKET VALUE MAR 31, 2012	FISCAL 11/12 CHANGE IN VALUE
<u>STOCK FUNDS:</u>					
<u>FIDELITY INVESTMENTS:</u>					
SELECT UTILITIES GROWTH	49,310.48	47,756.66	51,105.14	51,028.77	1,718.29
<u>BANK OF AMERICA</u>					
US LRG CAP - GROWTH & VALUE/RESTRUCT	13,253.90	10,591.53	12,848.35	8,836.26	(4,417.64)
INT'L DEVELOP-MARSICO/ACORN/VALUE	3,577.59	2,901.10	3,317.08	2,508.77	(1,068.82)
EMERGING MARKETS FUND	1,565.26	1,214.85	1,505.36	2,517.97	952.71
US MID CAP VALUE & ACORN	1,837.16	1,461.98	1,750.00	3,120.22	1,283.06
US SMALL CAP - GROWTH & VALUE FUND	1,479.22	1,137.32	1,274.53	2,029.11	549.89
SUB-TOTAL BANK OF AMERICA	21,713.13	17,306.78	20,695.32	19,012.33	(2,700.80)
TOTAL STOCK FUNDS	71,023.61	65,063.44	71,800.46	70,041.10	(982.51)
<u>BOND FUNDS:</u>					
<u>WELLS FARGO ADVANTAGE</u>					
WELLS FARGO INCOME PLUS-INV	64,197.40	66,070.69	67,232.43	67,782.36	3,584.96
<u>T. ROWE PRICE</u>					
U.S. TREASURY LONG	66,224.15	82,253.56	83,450.40	78,711.65	12,487.50
<u>PEOPLE'S SECURITIES</u>					
U.S. TREASURY NOTES	66,887.74	66,904.83	66,919.98	66,927.42	39.68
<u>BANK OF AMERICA</u>					
GLOBAL HIGH YIELD - INCOME OPPORTUNIT	2,016.07	1,970.10	2,019.90	4,221.18	2,205.11
INTERNATIONAL DEVELOPED BONDS				553.58	553.58
INVESTMENT GRADE TAXABLE - BOND FUNC	19,334.85	19,813.54	17,800.43	15,126.02	(4,208.83)
SUB-TOTAL BANK OF AMERICA	21,350.92	21,783.64	19,820.33	19,900.78	(1,450.14)
<u>VANGUARD INVESTMENTS</u>					
GNMA FUND	332,213.60	342,423.23	346,439.33	348,094.75	15,881.15
TOTAL BOND FUNDS	550,873.81	579,435.95	583,862.47	581,416.96	30,543.15
<u>PUBLIC REAL ESTATE INVESTMENT TRUST:</u>					
<u>BANK OF AMERICA</u>					
REAL ESTATE EQUITY FUND	1,838.94	1,560.15	1,744.18	463.48	(1,375.46)
TOTAL CASH	1,838.94	1,560.15	1,744.18	463.48	(1,375.46)
<u>COMMODITIES</u>					
<u>BANK OF AMERICA</u>					
PIMCO Comm. Real Return Strategy Fund				2,187.43	2,187.43
TOTAL COMMODITIES				2,187.43	2,187.43
<u>CASH:</u>					
<u>BANK OF AMERICA</u>					
MONEY MARKET RESERVES	11,248.55	11,341.53	12,048.46	15,822.36	4,573.81
TOTAL CASH	11,248.55	11,341.53	12,048.46	15,822.36	4,573.81
TOTAL INVESTMENTS	634,984.91	657,401.07	669,455.57	669,931.33	34,946.42

Town of Mansfield
Investment Pool
As of March 31, 2012

	Equity Percentage	Equity In Investments	Equity In Cash Equiv.	Total Equity
Cemetery Fund	65.050%	425,497.88	10,292.45	435,790.33
School Non-Expendable Trust Fund	0.092%	601.78	14.56	616.34
Compensated Absences Fund	34.858%	228,009.30	5,515.36	233,524.66
Total Equity by Fund	100.000%	654,108.97	15,822.36	669,931.33

Investments	Market Value
<u>Stock Funds:</u>	
Fidelity - Select Utilities Growth	51,028.77
BofA US LRG CAP - GROWTH & VALUE/RESTRUCT	8,836.26
BofA INT'L DEVELOP-MARSICO/ACORN/VALUE	2,508.77
BofA EMERGING MARKETS FUND	2,517.97
BofA US MID CAP VALUE & ACORN	3,120.22
BofA US SMALL CAP - GROWTH & VALUE FUND	2,029.11
Sub-Total Stock Funds	<u>70,041.10</u>
<u>Bond Funds:</u>	
Wells Fargo Advantage -Income Plus	67,782.36
T. Rowe Price - U. S. Treasury Long-Term	78,711.65
People's Securities, Inc. - U.S. Treasury Notes	66,927.42
BofA GLOBAL HIGH YIELD - INCOME OPPORTUNITIES	4,221.18
BofA INTERNATION DEV. BONDS	553.58
BofA INVESTMENT GRADE TAXABLE - BOND FUND	15,126.02
Vanguard - GNMA Fund	348,094.75
Sub-Total Bond Funds	<u>581,416.96</u>
<u>Public Real Estate Investment Trust</u>	
BofA REAL ESTATE EQUITY FUND	<u>463.48</u>
<u>Commodities</u>	
BofA PIMCO Real Return Strategy Fund	<u>2,187.43</u>
<u>Cash Equivalents:</u>	
BofA MONEY MARKET RESERVES	<u>15,822.36</u>
Total Investments	<u><u>669,931.33</u></u>

Allocation	Amount	Percentage
Stocks	70,041.10	10.45%
Bonds	581,416.96	86.79%
Public Real Estate Investment Trust	463.48	0.07%
Commodities	2,187.43	0.33%
Cash Equivalents	15,822.36	2.36%
Total Investments	<u><u>669,931.33</u></u>	100.00%

EASTERN HIGHLANDS HEALTH DISTRICT
BALANCE SHEET
AS OF March 31st, 2012
(with comparative totals for March 31st, 2011)

	March 31,	
<u>Assets</u>	2012	2011
Cash and cash equivalents	\$ 399,947	\$ 325,703
Total Assets	\$ 399,947	\$ 325,703
<u>Liabilities and Fund Balance</u>		
<u>Liabilities</u>		
Accounts Payable	\$ -	\$ 1,568
Total Liabilities	-	1,568
<u>Fund Balance</u>		
Fund Balance:		
Reserved for Prior Year Encumbrances		3,000
Unreserved, undesignated	399,947	321,135
Total Fund Balance	399,947	324,135
Total Liabilities & Fund Balance	\$ 399,947	\$ 325,703

EASTERN HIGHLANDS HEALTH DISTRICT
 COMPARATIVE STATEMENT OF REVENUES, EXPENDITURES
 AND CHANGES IN FUND BALANCE
 AS OF March 31st, 2012
 (with comparative totals for March 31st, 2011)

	Adopted	Amended	Estimated	March 31st,		
	Budget	Budget	Actuals	2012	2011	
	2011/12	2011/12	2011/12			
Operating Revenues:						
Member Town Contributions	\$ 365,530	\$ 365,530	\$ 365,530	\$ 274,152	75.0%	\$270,627
State Grants	149,950	149,950	149,950	149,943	100.0%	148,015
Septic Permits	31,000	31,000	27,000	21,080	68.0%	16,995
Well Permits	20,500	20,500	13,000	9,665	47.1%	10,849
Soil Testing Service	32,480	32,480	27,000	20,930	64.4%	19,930
Food Protection Service	51,710	51,710	51,500	41,131	79.5%	37,259
B100a Reviews	28,000	28,000	21,000	15,540	55.5%	13,500
Septic Plan Review	28,500	28,500	22,500	18,030	63.3%	16,995
Other Health Services	5,160	5,160	12,400	12,402	240.4%	4,928
Appropriation of Fund Balance	4,370	4,370	-	-	0.0%	-
Total Operating Revenues	717,200	717,200	689,880	562,873	78.5%	539,097
Operating Expenditures:						
Salaries & Wages	474,340	505,450	479,080	339,080	67.1%	322,436
Grant Deductions	-	(38,590)	(30,590)	(27,242)	70.6%	-
Benefits	156,320	156,810	135,590	104,668	66.7%	119,854
Miscellaneous Benefits	6,090	6,090	5,130	3,065	50.3%	2,182
Insurance	15,650	15,650	15,336	15,336	98.0%	14,376
Professional & Technical Services	15,700	15,700	21,000	6,590	42.0%	9,107
Other Purchased Services	36,650	36,650	35,450	26,474	72.2%	25,416
Other Supplies	8,000	8,000	7,500	5,212	65.2%	6,027
Equipment - Minor	1,450	1,450	1,450	350	24.1%	845
Contingency	-	6,990	-	-	0.0%	-
Total Operating Expenditures	714,200	714,200	669,946	473,533	66.3%	500,243
Transfers Out:						
Transfers to CNR	3,000	3,000	3,000		0.0%	3,000
Total Operating Exp. & Transfers Out	717,200	717,200	672,946	473,533	66.0%	503,243
Operating Income/(Loss)	-	-	16,934	89,340		35,854
Fund Balance, July 1	310,607	310,607	310,607	310,607		288,280
Fund Balance, End of Period	\$ 310,607	\$ 310,607	\$ 327,541	\$ 399,947		\$324,135

EASTERN HIGHLANDS HEALTH DISTRICT
 CAPITAL NONRECURRING FUND BALANCE SHEET
 AS OF March 31st, 2012
 (with comparative totals for March 31st, 2011)

	March 31,	
	2012	2011
<u>Assets</u>		
Cash and cash equivalents	\$ 59,467	\$ 74,467
Total Assets	\$ 59,467	\$ 74,467
<u>Fund Balance</u>		
Fund Balance:		
Unreserved, undesignated	\$ 59,467	\$ 74,467
Total Fund Balance	\$ 59,467	\$ 74,467

EASTERN HIGHLANDS HEALTH DISTRICT
 CAPITAL NONRECURRING FUND
 COMPARATIVE STATEMENT OF REVENUES, EXPENDITURES
 AND CHANGES IN FUND BALANCE
 AS OF March 31st, 2012
 (with comparative totals for March 31st, 2011)

	March 31,	
	2012	2011
Operating Revenues:		
Transfers In-G/F	\$ -	\$ 3,000
Total Operating Revenues	-	3,000
Operating Expenditures:		
Vehicles	15,000	-
Total Operating Expenditures	15,000	-
Operating Income/(Loss)	(15,000)	3,000
Fund Balance, July 1	74,467	71,467
Fund Balance, End of Period	\$ 59,467	\$ 74,467

MANSFIELD DOWNTOWN PARTNERSHIP
BALANCE SHEET
AS OF MARCH 31st, 2012
 (with comparative totals for March 31st, 2012)

	March 31st	
	2012	2011
<u>ASSETS</u>		
Cash & Cash Equivalents	\$ 371,268	\$ 353,960
Accounts Receivable	900	900
Total Assets	\$ 372,168	\$ 354,860
<u>FUND BALANCE</u>		
Fund Balance, Unreserved	372,168	354,860
Total Fund Balance	372,168	354,860
Total Liabilities and Fund Balance	\$ 372,168	\$ 354,860

MANSFIELD DOWNTOWN PARTNERSHIP
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE

	Actual 2000/01	Actual 2001/02	Actual 2002/03	Actual 2003/04	Actual 2004/05	Actual 2005/06	Actual 2006/07	Actual 2007/08	Actual 2008/09	Actual 2009/10	Actual 2010/11	Adopted Budget 2011/12	Amended Budget 2011/12	March 31 2011
Revenues:														
Intergovernmental:														
Mansfield General Fund/CNR	\$ 32,500	\$ 20,000	\$ 30,000	\$ 41,500	\$ 50,000	\$ 62,000	\$ 62,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000
UConn		32,500	45,000	46,500	60,000	62,000	60,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000
Mansfield Capital Projects *							30,210	10,000						
Leyland Share - Relocation			10,040	13,085	17,355	20,282	19,215	21,820	22,440	20,199	16,983	15,000	15,000	15,460
Membership Fees				1,500	1,500									
Local Support						4,993								
State Support					200	2,165	(165)							
Contributions/Other										240				
Total Revenues	32,500	52,500	85,040	102,585	129,055	211,440	143,050	302,050	272,440	270,439	276,983	265,000	265,000	265,460
Operating Expenditures:														
Salaries and Benefits	15,531	9,519	71,378	73,007	83,974	92,800	107,140	121,544	133,679	135,713	147,126	164,070	174,877	124,766
Professional & Technical	930		7,386	5,406	8,397	63,068	44,967	31,817	27,202	28,893	71,561	102,100	102,100	42,524
Relocation Costs						20,000	40,420							
Office Rental	3,600		11,000	11,800	13,181	13,775	16,451	17,565	17,584	15,918	15,040	8,000	8,000	5,896
Insurance			1,650	1,760	1,772	1,702	1,704	1,713	1,713	1,724	1,715	1,750	1,750	1,747
Purchased Services			8,029	5,005	6,092	9,065	7,092	7,003	8,157	6,666	6,612	7,100	7,100	6,772
Supplies & Services	3,980		4,704	2,837	2,463	4,075	2,055	2,733	2,783	3,257	3,000	1,450	1,450	1,166
Contingency												25,000	14,193	
Total Operating Expenditures	32,630	19,870	104,147	99,815	115,871	184,555	199,407	222,786	191,118	192,171	245,054	309,470	309,470	182,870
Operating Income/(Loss)	31,570	32,630	(19,107)	2,770	13,184	26,885	(56,357)	79,244	81,322	78,268	31,929	(44,470)	(44,470)	82,590
Fund Balance, July 1	31,570	31,570	51,440	32,333	35,103	48,287	75,172	18,815	98,059	179,381	257,649	289,578	289,578	289,578
Fund Balance, End of Period	\$ 31,570	\$ 51,440	\$ 32,333	\$ 35,103	\$ 48,287	\$ 75,172	\$ 18,815	\$ 98,059	\$ 179,381	\$ 257,649	\$ 289,578	\$ 245,108	\$ 245,108	\$ 372,168
Contribution Recap:														
Mansfield	Actual 2000/01	Actual 2001/02	Actual 2002/03	Actual 2003/04	Actual 2004/05	Actual 2005/06	Actual 2006/07	Actual 2007/08	Actual 2008/09	Actual 2009/10	Actual 2010/11	Adopted Budget 2011/12	Amended Budget 2011/12	Actual 2011/12
Mansfield Capital Projects	\$ 32,500	\$ 20,000	\$ 30,000	\$ 41,500	\$ 50,000	\$ 62,000	\$ 62,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000
UCONN		32,500	45,000	46,500	60,000	62,000	60,000	125,000	125,000	125,000	125,000	125,000	125,000	125,000
Total Contributions	\$ 32,500	\$ 52,500	\$ 75,000	\$ 88,000	\$ 110,000	\$ 184,000	\$ 124,000	\$ 250,000	\$ 250,000	\$ 250,000				

DOWNTOWN REVITALIZATION & ENHANCEMENT
PROJECT #84120 through #84130
ESTIMATED STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCE
AS OF MARCH 31st, 2012

	Project Length	
	Budget	Actual
Operating Revenues:		
Intergovernmental Revenues -		
USDA Rural Development Grant	\$ 175,509	\$ 175,509
DECD STEAP Grants - I, II, III	1,200,000	700,000
Urban Action Grant	2,500,000	107,274
DOT Grant # 77-217	1,172,800	
Urban Action Grant/Rell	10,000,000	4,612,117
DOT Grant # 77-223	2,250,000	
Federal Transit Authority (GHFD)	490,000	190,751
Omnibus Bill (DOT)	712,500	
Federal Transit Authority (Bus Facility)	4,940,000	282,830
Local Support (DECD grant)	115,640	49,113
Local Share - Bonds	302,000	302,000
Leyland Share	1,250,860	9,000
Total Operating Revenues	25,109,309	6,428,594
Operating Expenditures:		
Downtown Revitalization & Enhancement:		
Legal Services	226,847	234,931
Legal Services - DECD Contract	7,442	2,442
Contracted Services	299,300	51,934
Architects & Engineers	2,120,801	1,737,184
Demolition	130,460	149,631
Environmental Remediation	70,022	79,559
Construction Costs	19,639,608	6,244,946
Construction - Storrs Road	2,392,558	86,995
Construction - Walkway	222,271	222,271
Total Operating Expenditures	25,109,309	8,809,893
Revenues Over/(Under) Expenditures *		(2,381,299)
Fund Balance, July 1		
Fund Balance, End of Period	\$ -	\$ (2,381,299)

* Due from other agencies (grants)

SERIAL BONDS SUMMARY
SCHOOLS AND TOWN
March 31, 2012

	Schools	Town	Total
Balance at July 1, 2011	\$1,270,000	\$2,635,000	\$3,905,000
Issued During Period			
Retired During Period			
Balance at 03/31/12	<u>\$1,270,000</u>	<u>\$2,635,000</u>	<u>\$3,905,000</u>

CHANGES IN BOND AND NOTES OUTSTANDING

	Serial Bonds	BAN's	Promissory Note	Total
Balance at July 1, 2011	\$1,520,000			\$1,520,000
Debt Issued	2,840,000			2,840,000
Debt Retired	455,000			455,000
Balance at 03/31/12	<u>\$3,905,000</u>			<u>\$3,905,000</u>

Description	Original Amount	Payment Date		Bonds	BAN's	Promissory Note	Total
		P & I	I				
2004 Town Taxable Gen. Obligation Bond	2,590,000	6/01	12/01	625,000			625,000
2004 Town General Obligation Bond	940,000	6/01	12/01	245,000			245,000
2004 Town General Obligation Bond	725,000	6/01	12/01	195,000			195,000
2011 Town General Obligation Bond	<u>2,840,000</u>	<u>3/01</u>	<u>09/01</u>	<u>2,840,000</u>			<u>2,840,000</u>
	<u>\$7,095,000</u>			<u>\$3,905,000</u>			<u>\$3,905,000</u>

DETAIL OF DEBT OUTSTANDING
SCHOOLS AND TOWNS
AS OF MARCH 31, 2012

	<u>Original Amount</u>	<u>Balance 03/31/12</u>
Schools		
Consists of -		
2004 General Obligation Bonds:		
MMS IRC	\$ 940,000	\$ 245,000
2011 General Obligation Bonds:		
MMS Heating Conversion	1,025,000	1,025,000
	1,965,000	1,270,000
Schools Outstanding Debt		
Town		
Consists of -		
2004 Taxable General Obligation Bonds:		
Community Center	\$ 2,590,000	\$ 625,000
2004 General Obligation Bonds:		
Library Renovations	725,000	195,000
2011 General Obligation Bonds:		
Community Center Air Conditioning	173,620	173,620
Hunting Lodge Road Bikeway	105,250	105,250
Salt Storage Shed	263,130	263,130
Storrs Rd/Flaherty Rd Streetscape Improvements	302,000	302,000
Various Equipment Purchases	93,000	93,000
Facility Improvements	40,000	40,000
Transportation Facility Improvements	130,000	130,000
Stone Mill Rd/Laurel Lane Bridge Replacements	378,000	378,000
2011 Sewer Purpose Obligation Bonds:		
Four Corners Sewer & Water Design	330,000	330,000
	5,130,000	2,635,000
Town Outstanding Debt		
Total Debt Outstanding	\$ 7,095,000	\$ 3,905,000

TOWN OF MANSFIELD
SUMMARY OF INVESTMENTS
March 31, 2012

ALL OTHER FUNDS:

Institution	Principal	Rate of Interest	Date of Purchase	Date of Maturity	Accrued Interest @ 03/31/12
State Treasurer	12,400,201	0.120	Various	Various	17,167
Total Accrued Interest @ 03/31/12					17,167
Interest Received 7/1/11 - 03/31/12					<u>1,465</u>
Total Interest, General Fund, 03/31/12					<u><u>18,632</u></u>

CAPITAL FUND:

Institution	Principal	Rate of Interest	Date of Purchase	Date of Maturity	Accrued Interest @ 03/31/12
State Treasurer			Various	Various	
Total Accrued Interest @ 03/31/12					
Interest Received 7/1/11 - 03/31/12					<u> </u>
Total Interest, Capital Fund @ 03/31/12					<u><u> </u></u>

HEALTH INSURANCE FUND:

Institution	Principal	Rate of Interest	Date of Purchase	Date of Maturity	Accrued Interest @ 03/31/12
MBIA - Class	2,536,644	0.010	Various	Various	98
State Treasurer	2,133,167	0.120	Various	Various	220
Total Accrued Interest @ 03/31/12					318
Interest Received 7/1/11 - 03/31/12					<u>2,649</u>
Total Interest, Health Insurance Fund @ 03/31/12					<u><u>2,967</u></u>

Town of Mansfield
Memo

DATE April 4, 2012

To: Matt Hart, Town Manager
Cherie Trahan, Director of Finance

From: Christine Gamache, Collector of Revenue

Subject: Amounts and % of Collections for 7/1/11 to 03/31/2012 comparable to 7/1/10 to 03/31/2011

	GRAND LIST					DELINQUENT	
	2010	ADJUSTMENTS	ADJUSTED LIST	PAID	% PAID	BALANCE	% DEL
RE	23,230,929	(100,189)	23,130,740	(22,796,135)	98.6%	334,605	1.4%
PER	887,978	(947)	887,031	(853,390)	96.2%	33,642	3.8%
MV	1,866,225	(48,627)	1,817,598	(1,693,092)	93.1%	124,507	6.9%
DUE	25,985,132	(149,763)	25,835,370	(25,342,617)	98.1%	492,753	1.9%
MVS	211,218	(4,038)	207,180	(165,466)	79.9%	41,713	20.1%
TOTAL	26,196,350	(153,801)	26,042,549.12	(25,508,083)	-97.9%	534,466	2.1%
PRIOR YEARS COLLECTION July 1, 2011 to June 30, 2012							
Suspense Collections		10,926.48		Suspense Interest		8,446.02	
Prior Years Taxes		<u>86,155.34</u>		Interest and Lien Fees		<u>102,933.76</u>	
		<u>97,081.82</u>				<u>111,379.78</u>	

	GRAND LIST					DELINQUENT	
	2009	ADJUSTMENTS	ADJUSTED LIST	PAID	% PAID	BALANCE	% DEL
RE	22,250,372	(10,298)	22,240,074	21,827,671	98.1%	412,403	1.9%
PER	846,956	(7,756)	839,200	811,045	96.6%	28,155	3.4%
MV	1,755,812	(39,732)	1,716,080	1,612,720	94.0%	103,360	6.0%
DUE	24,853,140	(57,786)	24,795,355	24,251,436	97.8%	543,919	2.2%
MVS	187,103	454	187,557	141,947	75.7%	45,610	24.3%
TOTAL	25,040,243	(57,332)	24,982,912	24,393,383	97.6%	589,529	2.4%
PRIOR YEARS COLLECTION July 1, 2010 to June 30, 2011							
Suspense Collections		6,565		Suspense Interest Less Fees		7,835	
Prior Years Taxes		<u>319,934</u>		Interest and Lien Fees		<u>167,803</u>	
		<u>326,498</u>				<u>175,638</u>	

CAPITAL PROJECTS - OPEN SPACE
STATUS REPORT THROUGH MARCH 31, 2012

	Acreage	Total Budget	Expended Thru 6/30/2011	Current Year Expenditures	Estimated Unexpended Balance	Anticipated Grants
Expenditures Prior to 92/93		\$4,409,389	130,790			
UNALLOCATED COSTS:						
Appraisal Fees - Various			17,766			
Financial Fees			8,975			
Legal Fees			15,159			
Survey & Inspections			6,475			
Outdoor Maintenance			14,052	(100)		
Major Additions - Improvements			3,000			
Miscellaneous Costs			2,927			
Forest Stewardship-50' Cliff Preserve			3,852			
Parks Coordinator			103,604			
PROPERTY PURCHASES:						
Basselts Bridge Rd Lots 1,2,3	8.23		128,439			
Baxter Property	25.80		163,330			
Bodwell Property	6.50		42,703			
Boeltiger, Orr, Parish Property	106.00		101,579			
Dorwart Property	61.00		342,482			
Dunnack Property	32.00		35,161			
Ealon Property	8.60		162,236			
Ferguson Property	1.19		31,492			
Fesik Property	7.40		7,636			
Hatch/Skinner Property	35.33		291,780			
Holinko Property	18.60		62,576			
Larkin Property	11.70		24,202			
Lion's Club Park			81,871			
McGregor Property	2.10		8,804			
McShea Property			1,500			
* Merrow Meadow Park Develop.	15.00					
Morneau Property			4,310			
Moss Property	134.50		100,000			
Mulberry Road (Joshua's Trust)	5.90		12,500			
Mullane Property (Joshua's Trust)	17.00		10,000			
Olsen Property	59.75		104,133			
Ossen - Birchwood Heights Property			500			
Porter Property	6.70		135,466			
Reed Property	23.70		69,527			
Rich Property	102.00		283,322			
Sibley Property	50.57		90,734			
Swanson Property (Browns Rd)	29.00		64,423			
Thompson/Swaney Prop. (Bone Mill)			1,500			
Torrey Property	29.50		91,792			
Vernon Property	3.00		31,732			
Estate of Vernon - Property	68.41		257,996			
Warren Property	6.80		24,638			
Watts Property	23.50		92,456			
	899.78	\$4,409,389	\$3,167,420	(\$100)	\$1,242,069	\$0

Project Name		Breakdown of Expenditures of Prior to 92/93
85105 - Local Funds 94/95	\$250,000	White Cedar Swamp - Purchase \$50,000
85105 - Local Funds 90/91	227,855	Appraisal Fees 250
85105 - Local Funds 97/98	250,000	Financial Fees 5,457
85105 - Local Funds 98/99	250,000	Miscellaneous Costs 605
85105 - Local Funds 99/00	250,000	Unidentifiable (Prior 89/90) 74,478
85105 - Local Funds 00/01	250,000	
85105 - Local Support June 15, 2001	5,000	
85105 - Local Funds 01/02	250,000	
85105 - Local Funds 02/03	75,000	
85105 - Local Funds 03/04	100,000	
85105 - State Support - Rich Property	60,000	
85105 - State Support - Hatch/Skinner Property	126,000	
85105 - State Support - Olsen Property	50,000	
85105 - State Support - Vernon Property	113,000	
85105 - State Support - Dorwart Property	112,534	
85114 - Bonded Funds	1,000,000	
85105 - Authorized Bonds 2010/11	1,040,000	
	\$4,409,389	

TOWN OF MANSFIELD
BOARD OF EDUCATION
RECAP OF SPECIAL EDUCATION REVENUES AND EXPENDITURES

As of March 31, 2012

REVENUE:

TUITION REVENUE:

RECEIVED TO DATE	63,811.50
OUTSTANDING RECEIVABLE	-
TOTAL TUITION REVENUE	63,811.50

EXCESS COST & STATE AGENCY GRANT	206,011.00
SERVICES FOR THE BLIND	-
MEDICAID REIMBURSEMENT PROGRAM	11,919.67

TOTAL REVENUES		281,742.17
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EXPENDITURES:

TUITION PAYMENTS (BALANCE):

PUBLIC	65,000.00
PRIVATE	(381,182.08)
STATE AGENCY/PUBLIC	40,000.00
STATE AGENCY/PRIVATE	50,000.00
	(226,182.08)
<i>Title VIB Contribution</i>	30,000.00
TOTAL TUITION PAYMENTS UNDER (OVER) BUDGET	(196,182.08)

OCCUPATIONAL & PHYS THERAPY - UNDER (OVER) BUDGET (A/C 112-62104-XXXXX-52)	(1,886.09)
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<u>TRANSPORTATION (BALANCE)</u>	(8,534.98)
<i>Title VIB Contribution</i>	30,000.00
TRANSPORTATION UNDER (OVER) BUDGET	21,465.02

TOTAL EXPENDITURES BALANCE - UNDER (OVER)		(176,603.15)
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TOTAL BALANCE UNDER (OVER) BUDGET		105,139.02
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MAINTENANCE PROJECTS - CAPITAL 86260

Date	Project Description	Status	Paid	Encumbered	Total Estimated Project Cost	Account Balance
07/01/10	Beginning Balance					155,235
1	Roof Repairs to all Town Buildings (American Heritage - 108697)	Open 08/09	14,974	-	14,974	140,261
2	Roof Repairs to All Town Buildings (American Heritage - 108686)	Completed 11/10	10,492		10,492	129,769
3	Preventive Maintenance to all Town Buildings and School (American Heritage - 108685)	Completed 11/10	15,838		15,838	113,931
4	New body for utility truck (New Haven Body - 108711)	Completed 12/09	8,430	-	8,430	105,501
5	Repairs/Paint for utility truck (Chris' Automotive - PV)	Completed 12/09	3,442	-	3,442	102,059
6	Evaluation of Siemen's Project (Fuss & O'Neill - 7464)	Cancel prior year encumbrance	-	(1,200)	(1,200)	103,259
7	Roof Repairs to All Town Buildings (American Heritage - Accrued A/P)	Completed 07/10	9,489	-	9,489	93,770
8	MCC Pool Pump Repairs (Piela Electric)	Completed 09/10	5,879	-	5,879	87,891
9	Firestation 107 Roof Repairs (American Heritage)	Completed 10/10	3,300	-	3,300	84,591
10	A/C Air Handler/Curb Adpt Vinton (Johnstone Supply)	Completed 10/10	2,926	-	2,926	81,665
11	Roof Repairs - Vinton American Heritage	Completed 1/11	317	-	317	87,574
12	Roof Repairs - Southeast American Heritage	Completed 1/11	715	-	715	86,859
13	Roof Repairs - MMS American Heritage	Completed 1/11	353	-	353	86,506
14	Roof Repairs - Southeast American Heritage	Completed 3/11	972	-	972	86,602
15	Roof Repairs - Library American Heritage	Completed 3/11	370	-	370	86,232
16	Roof Repairs - Southeast American Heritage	Completed 3/11	860	-	860	85,372
17	Boiler Repairs Willimantic Winnelson	Completed 2/11	4,253		4,253	81,119
18	Roof Repairs - MMS American Heritage	Completed 5/11	927	-	927	80,192
7/1/2011	11/12 Appropriation \$40,000					120,192
19	Arrow Fence Goodwin	Completed 9/11	3,828		3,828	116,364
20	Fuss & O'Neill Modifications to Generator at MCC	Completed 12/11	3,500	-	3,500	112,864
21	Willimantic Winnelson Boiler at Historical Society	Completed 1/12	4,666	-	4,666	108,198
22	Piela Electric Generator	Open	27,508	492	28,000	80,198
23	Rovic Rug Extractor	Completed 4/12	1,499	-	1,499	78,699
24	Overhead Door Repairs/Installation PW & Maint. Shop Doors	Open	3,265	235	3,500	75,199
25	Automated Building System Software License/25425	Open		4,820	4,820	70,379
26	A&A Asphalt LLC Vinton, Southeast, Goodwin Play area repairs	Completed 11/11	1,712		1,712	68,667
27	Grainger Air Compressor	Completed 11/11	3,307		3,307	65,360
28	Automated Building System Software License/25440	Open		4,920	4,920	60,440
29	Nutmget Companies Repairs to waste pipe at Town Hall	Completed 4/12	4,642		4,642	55,798
30	Depot Pump Repairs to Well Pump at MMS	Completed 4/12	3,668		3,668	52,131
31	Willimantic Winnelson Plumbing/Electrical supplies MCC Generator	Open		2,500	2,500	49,631
						49,631

Town of Mansfield
 Monthly Revenue Summary by Source

Fiscal Year: 2012 to 2012 for Dates from 01-Jul-2011 to 31-Mar-2012

Account and Description	Appropriation	Appropriation Adj	Debit Amounts	Credit Amounts	Ending Balance	% Rec'd	Activity
111 General Fund - Town							
Taxes and Related Items							
40101 Current Year Levy	(25,507,520.00)	.00	36,192.07	25,394,707.47	(149,004.60)	99.42	25,358,515.40
40102 Prior Year Levy	(200,000.00)	.00	70,698.82	160,520.46	(110,178.36)	44.91	89,821.64
40103 Interest & Lien Fees	(135,000.00)	.00	675.03	103,425.42	(32,249.61)	76.11	102,750.39
40104 Motor Vehicle Supplement	(165,000.00)	.00	31.96	146,402.95	(18,629.01)	88.71	146,370.99
40105 Susp. Coll. Taxes - Trnsc.	(6,000.00)	.00	22.60	10,934.17	4,911.57	181.86	10,911.57
40106 Susp. Coll. Int. - Trnsc.	(4,000.00)	.00	.00	8,418.58	4,418.58	210.46	8,418.58
40108 Motor Vehicle Penalty	.00	.00	.00	25.00	25.00	.00	25.00
Total Taxes and Related Items	(26,017,520.00)	.00	107,620.48	25,824,434.05	(300,706.43)	98.84	25,716,813.57
Licenses and Permits							
40201 Misc Licenses & Permits	(2,520.00)	.00	.00	2,085.00	(435.00)	82.74	2,085.00
40202 Sport Licenses	(500.00)	.00	2.00	144.00	(358.00)	28.40	142.00
40203 Dog Licenses	(8,000.00)	.00	(67.40)	3,935.20	(3,997.40)	50.03	4,002.60
40204 Conveyance Tax	(200,000.00)	.00	.00	56,889.02	(143,110.98)	28.44	56,889.02
40205 Vacant Property Registration	(300.00)	.00	.00	300.00	.00	100.00	300.00
40210 Subdivision Permits	(4,000.00)	.00	.00	800.00	(3,200.00)	20.00	800.00
40211 Zoning/Special Permits	(18,000.00)	.00	120.00	12,283.00	(5,837.00)	67.57	12,163.00
40212 Zba Applications	(4,000.00)	.00	.00	2,000.00	(2,000.00)	50.00	2,000.00
40214 Iwa Permits	(5,000.00)	.00	25.00	2,690.00	(2,335.00)	53.30	2,665.00
40224 Road Permits	(1,250.00)	.00	.00	200.00	(1,050.00)	16.00	200.00
40230 Building Permits	(160,000.00)	.00	561.00	122,231.50	(38,329.50)	76.04	121,670.50
40231 Adm Cost Reimb-permits	(100.00)	.00	.00	164.00	64.00	164.00	164.00
40232 Housing Code Permits	(86,000.00)	.00	150.00	70,005.00	(16,145.00)	81.23	69,855.00
40233 Housing Code Penalties	(100.00)	.00	.00	700.00	600.00	700.00	700.00
40234 Landlord Registrations	(600.00)	.00	.00	2,505.00	1,905.00	417.50	2,505.00
Total Licenses and Permits	(490,370.00)	.00	790.60	276,931.72	(214,228.88)	56.31	276,141.12
Fed. Support Gov							
40352 Payment In Lieu Of Taxes	(1,850.00)	.00	.00	.00	(1,850.00)	.00	.00
40357 Social Serv Block Grant	.00	.00	.00	2,448.00	2,448.00	.00	2,448.00
Total Fed. Support Gov	(1,850.00)	.00	.00	2,448.00	598.00	132.32	2,448.00
State Support Education							
40401 Education Assistance	(10,070,680.00)	.00	.00	5,035,338.00	(5,035,342.00)	50.00	5,035,338.00
40402 School Transportation	(121,400.00)	.00	.00	.00	(121,400.00)	.00	.00
Total State Support Education	(10,192,080.00)	.00	.00	5,035,338.00	(5,156,742.00)	49.40	5,035,338.00
State Support Gov							
40451 Pilot - State Property	(7,056,130.00)	.00	.00	7,058,654.34	2,524.34	100.04	7,058,654.34
40454 Circuit Crt-parking Fines	(1,000.00)	.00	.00	1,350.00	350.00	135.00	1,350.00
40455 Circuit Breaker	(50,140.00)	.00	.00	45,246.70	(4,893.30)	90.24	45,246.70
40456 Tax Relief For Elderly	(2,000.00)	.00	.00	2,000.00	.00	100.00	2,000.00
40457 Library - Connecticutcard/ill	(15,000.00)	.00	.00	1,281.00	(13,719.00)	8.54	1,281.00

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Town of Mansfield
Monthly Revenue Summary by Source

Fiscal Year: 2012 to 2012 for Dates from 01-Jul-2011 to 31-Mar-2012

Account and Description	Appropriation	Appropriation Adj	Debit Amounts	Credit Amounts	Ending Balance	% Rec'd	Activity
40458 Library - Basic Grant	(2,300.00)	.00	.00	.00	(2,300.00)	.00	.00
40459 Tax Credit New Mfg Equipment	(9,510.00)	.00	.00	.00	(9,510.00)	.00	.00
40460 Boat Reimbursement	(2,500.00)	.00	.00	.00	(2,500.00)	.00	.00
40462 Disability Exempt Reimb	(1,200.00)	.00	.00	1,253.96	53.96	104.50	1,253.96
40465 Emerg Mgmt Performance Grant	(13,000.00)	.00	23,311.00	.00	(36,311.00)	(179.32)	(23,311.00)
40469 Veterans Reimb	(7,750.00)	.00	.00	7,117.98	(632.02)	91.84	7,117.98
40470 State Revenue Sharing	.00	.00	.00	2,678.46	2,678.46	.00	2,678.46
40494 Judicial Revenue Distribution	(9,000.00)	.00	.00	8,397.25	(602.75)	93.30	8,397.25
40496 Pilot-holinko Estates	(13,500.00)	.00	.00	.00	(13,500.00)	.00	.00
40551 Pilot - Senior Housing	.00	.00	14,895.10	14,895.10	.00	.00	.00
Total State Support Gov	(7,183,030.00)	.00	38,206.10	7,142,874.79	(78,361.31)	98.91	7,104,668.69
Charge for Services							
40605 Region 19 Financial Serv	(88,840.00)	.00	.00	66,630.00	(22,210.00)	75.00	66,630.00
40606 Health District Services	(22,150.00)	.00	.00	16,612.50	(5,537.50)	75.00	16,612.50
40610 Recording	(55,000.00)	.00	.00	43,783.00	(11,217.00)	79.61	43,783.00
40611 Copies Of Records	(11,400.00)	.00	.00	9,367.58	(2,032.42)	82.17	9,367.58
40612 Vital Statistics	(8,500.00)	.00	.00	9,460.00	960.00	111.29	9,460.00
40613 Sale Of Maps/regs	(100.00)	.00	.00	74.00	(26.00)	74.00	74.00
40620 Police Service	(2,000.00)	.00	.00	25,543.71	23,543.71	1,277.19	25,543.71
40622 Redemption/Release Fees	(2,500.00)	.00	.00	550.00	(1,950.00)	22.00	550.00
40625 Animal Adoption Fees	(900.00)	.00	.00	550.00	(350.00)	61.11	550.00
40641 Postage On Overdue Books	(17,000.00)	.00	.00	8,618.02	(8,381.98)	50.69	8,618.02
40644 PARKING PLAN REVIEW FEE	(5,700.00)	.00	35.00	4,105.00	(1,630.00)	71.40	4,070.00
40650 Blue Prints	(50.00)	.00	.00	410.00	360.00	820.00	410.00
40656 Reg Dist 19 Grnds Mntnce	(73,480.00)	.00	.00	52,290.00	(21,190.00)	71.16	52,290.00
40663 Zoning Regulations	(200.00)	.00	.00	136.00	(64.00)	68.00	136.00
40671 Day Care Grounds Maintenance	(11,980.00)	.00	.00	8,985.00	(2,995.00)	75.00	8,985.00
40674 Charge for Services	(2,500.00)	.00	.00	2,516.02	16.02	100.64	2,516.02
40678 Celeron Sq Assoc Bikepath Main	(2,700.00)	.00	.00	2,700.00	.00	100.00	2,700.00
40684 Cash Overage/Shortage	.00	.00	100.40	.74	(99.66)	.00	(99.66)
40699 Fire Safety Code Fees	(20,000.00)	.00	.00	15,327.31	(4,672.69)	76.64	15,327.31
Total Charge for Services	(325,000.00)	.00	135.40	267,658.88	(57,476.52)	82.31	267,523.48
Fines and Forfeitures							
40702 Parking Tickets - Town	(7,800.00)	.00	.00	5,730.00	(2,070.00)	73.46	5,730.00
40710 Building Fines	(1,000.00)	.00	.00	2,255.00	1,255.00	225.50	2,255.00
40711 Landlord Registration Penalty	(90.00)	.00	.00	.00	(90.00)	.00	.00
40713 NUISANCE ORDINANCE	.00	.00	250.00	5,700.00	5,450.00	.00	5,450.00
40715 Ordinance Violation Penalty	(500.00)	.00	.00	2,570.00	2,070.00	514.00	2,570.00
40716 Noise Ordinance Violation	(1,300.00)	.00	.00	88.00	(1,212.00)	6.77	88.00
40717 Possession Alcohol Ordinance	(8,500.00)	.00	.00	2,700.00	(5,800.00)	31.76	2,700.00
40718 Open Liquor Container Ordin	(12,000.00)	.00	.00	3,600.00	(8,400.00)	30.00	3,600.00
Total Fines and Forfeitures	(31,190.00)	.00	250.00	22,643.00	(8,797.00)	71.80	22,393.00
Miscellaneous							
40804 Rent - Historical Soc	(2,000.00)	.00	.00	2,900.00	900.00	145.00	2,900.00
40807 Rent - Town Hall	(200.00)	.00	.00	6,045.70	5,845.70	3,022.85	6,045.70

151

Town of Mansfield
 Monthly Revenue Summary by Source

Fiscal Year: 2012 to 2012 for Dates from 01-Jul-2011 to 31-Mar-2012

Account and Description	Appropriation	Appropriation Adj.	Debit Amounts	Credit Amounts	Ending Balance	% Rec'd	Activity
40808 Rent - Senior Center	(100.00)	.00	.00	.00	(100.00)	.00	.00
40817 Telecom Services Payment	(55,000.00)	.00	.00	12,064.76	(42,935.24)	21.94	12,064.76
40820 Interest Income	(25,000.00)	.00	2,949.36	20,116.04	(7,833.32)	68.67	17,166.68
40824 Sale Of Supplies	(20.00)	.00	.00	12.00	(8.00)	60.00	12.00
40825 Rent - R19 Maintenance	(2,790.00)	.00	.00	2,790.00	.00	100.00	2,790.00
40890 Other	(2,500.00)	.00	751.66	1,157.71	(2,093.95)	16.24	406.05
Total Miscellaneous	(87,610.00)	.00	3,701.02	45,086.21	(46,224.81)	47.24	41,385.19
Operating Transfers In							
40928 School Cafeteria	(2,500.00)	.00	.00	.00	(2,500.00)	.00	.00
Total Operating Transfers In	(2,500.00)	.00	.00	.00	(2,500.00)	.00	.00
Total 111 General Fund - Town	(44,331,150.00)	.00	150,703.60	38,617,414.65	(5,864,438.95)	86.77	38,466,711.05

Town of Mansfield
Monthly Expenditure Summary by Activity

Fiscal Year: 2012 to 2012 for Dates from 01-Jul-2011 to 31-Mar-2012

Account and Description	Appropriation	Appropriation Adj	Encumbrances	Expenditures	Remaining Balance	% Used
111 General Fund - Town						
General Government						
11100 Legislative	75,690.00	.00	.00	67,243.41	8,446.59	88.84
12100 Municipal Management	191,700.00	5,190.00	.00	145,186.21	51,703.79	73.74
12200 Human Resources	126,620.00	2,410.00	750.00	96,937.85	31,342.15	75.71
13100 Town Attorney	42,500.00	.00	6,866.66	33,831.69	1,801.65	95.76
13200 Probate	4,300.00	.00	.00	4,297.00	3.00	99.93
14200 Registrars	63,700.00	(9,940.00)	105.00	34,399.02	19,255.98	64.18
15100 Town Clerk	200,020.00	1,770.00	880.62	147,994.86	52,914.52	73.78
15200 General Elections	22,800.00	.00	380.00	8,227.55	14,192.45	37.75
16100 Finance Administration	51,010.00	1,170.00	.00	38,452.72	13,727.28	73.69
16200 Accounting & Disbursements	220,085.00	7,530.00	.00	197,309.30	30,305.70	86.69
16300 Revenue Collections	148,540.00	(3,500.00)	.00	110,045.56	34,994.44	75.87
16402 Property Assessment	209,015.00	.00	.00	139,565.45	69,449.55	66.77
16510 Central Copying	39,000.00	.00	.00	37,420.00	1,580.00	95.95
16511 Central Services	34,000.00	.00	217.64	36,424.26	(2,641.90)	107.77
16600 Information Technology	10,500.00	.00	.00	10,500.00	.00	100.00
30900 Facilities Management	898,240.00	3,340.00	19,773.17	659,130.05	222,676.78	75.30
Total General Government	2,337,720.00	7,970.00	28,973.09	1,766,964.93	549,751.98	76.56
Public Safety						
21200 Police Services	994,620.00	.00	826.08	165,938.66	827,855.26	16.77
21300 Animal Control	92,980.00	.00	.00	67,666.97	25,313.03	72.78
22101 Fire Marshal	136,130.00	1,360.00	5,930.22	119,102.83	12,456.95	90.94
22155 Fire & Emerg Services Admin	210,380.00	2,360.00	.00	120,236.55	92,503.45	56.52
22160 Fire & Emergency Services	1,402,370.00	2,510.00	12,654.04	1,190,943.41	201,282.55	85.67
23100 Emergency Management	50,140.00	630.00	.00	35,791.92	14,978.08	70.50
Total Public Safety	2,886,620.00	6,860.00	19,410.34	1,699,680.34	1,174,389.32	59.41
Public Works						
30100 Public Works Administration	102,500.00	2,720.00	.00	119,168.16	(13,948.16)	113.26
30200 Supervision & Operations	93,120.00	2,040.00	200.00	67,386.68	27,573.32	71.02
30300 Road Services	685,620.00	.00	654.89	487,570.12	197,394.99	71.21
30400 Grounds Maintenance	355,970.00	.00	14,631.29	263,727.57	77,611.14	78.20
30600 Equipment Maintenance	591,000.00	.00	6,132.82	446,703.24	138,163.94	76.62
30700 Engineering	181,050.00	.00	.00	130,211.18	50,838.82	71.92
Total Public Works	2,009,260.00	4,760.00	21,619.00	1,514,766.95	477,634.05	76.28
Community Services						
42100 Human Services Administration	328,910.00	2,250.00	.00	150,361.05	180,798.95	45.40

-153-

Town of Mansfield
Monthly Expenditure Summary by Activity

Fiscal Year: 2012 to 2012 for Dates from 01-Jul-2011 to 31-Mar-2012

Account and Description	Appropriation	Appropriation Adj	Encumbrances	Expenditures	Remaining Balance	% Used
42202 Mansfield Challenge - Winter	.00	.00	.00	1,184.33	(1,184.33)	.00
42204 Youth Employment - Middle Sch	2,000.00	.00	.00	1,256.00	744.00	62.80
42210 Youth Services	165,970.00	.00	152.00	120,417.04	45,400.96	72.65
42300 Senior Services	199,250.00	120.00	80.93	146,198.84	53,090.23	73.37
43100 Library Services Admin	641,475.00	13,290.00	20,139.59	413,752.35	220,873.06	66.27
45000 Contributions To Area Agency	317,940.00	.00	56,527.17	255,189.73	6,223.10	98.04
Total Community Services	1,655,545.00	15,660.00	76,899.69	1,088,359.34	505,945.97	69.73
Community Development						
30800 Building Inspection	163,680.00	6,830.00	140.00	142,266.25	28,103.75	83.52
30810 Housing Inspection	106,625.00	1,860.00	.00	76,246.18	32,238.82	70.28
51100 PLANNING & DEVELOPMENT	208,580.00	24,410.00	.00	169,303.01	63,686.99	72.67
52100 Planning/Zoning Inland/Wetlnd	7,530.00	.00	.00	4,480.17	3,049.83	59.50
58000 Boards and Commissions	4,750.00	.00	.00	2,982.13	1,767.87	62.78
Total Community Development	491,165.00	33,100.00	140.00	395,277.74	128,847.26	75.42
Town-Wide Expenditures						
71000 Employee Benefits	2,329,430.00	.00	5,288.99	1,886,590.33	437,550.68	81.22
72000 Insurance	126,470.00	.00	.00	120,494.00	5,976.00	95.27
73000 Contingency	120,880.00	(68,350.00)	.00	.00	52,530.00	.00
Total Town-Wide Expenditures	2,576,780.00	(68,350.00)	5,288.99	2,007,084.33	496,056.68	80.22
Other Financing						
92000 Other Financing Uses	1,872,660.00	.00	.00	1,872,160.00	500.00	99.97
Total Other Financing	1,872,660.00	.00	.00	1,872,160.00	500.00	99.97
Total 111 General Fund - Town	13,829,750.00	.00	152,331.11	10,344,293.63	3,333,125.26	75.90

154

Town of Mansfield
Monthly Expenditure Summary by Activity

Fiscal Year: 2012 to 2012 for Dates from 01-Jul-2011 to 31-Mar-2012

Account and Description	Appropriation	Appropriation Adj	Encumbrances	Expenditures	Remaining Balance	% Used
112 General Fund - Board						
61101 Regular Instruction	7,780,020.00	(1,940.00)	.00	4,764,494.52	3,013,585.48	61.26
61102 English	49,520.00	.00	2,279.85	32,276.50	14,963.65	69.78
61104 World Languages	10,090.00	.00	563.82	4,328.20	5,197.98	48.48
61105 Health & Safety	7,730.00	.00	77.95	1,970.80	5,681.25	26.50
61106 Physical Education	12,690.00	.00	402.36	6,668.61	5,619.03	55.72
61107 Art	14,060.00	.00	304.08	7,428.38	6,327.54	55.00
61108 Mathematics	30,020.00	.00	433.07	17,181.02	12,405.91	58.67
61109 Music	17,240.00	.00	627.86	7,522.40	9,089.74	47.28
61110 Science	30,750.00	.00	737.10	19,897.33	10,115.57	67.10
61111 Social Studies	20,680.00	.00	571.47	9,842.48	10,266.05	50.36
61115 Information Technology	201,250.00	.00	11,466.13	131,253.67	58,530.20	70.92
61122 Family & Consumer Science	9,080.00	.00	3,208.12	1,728.94	4,142.94	54.37
61123 Technology Education	10,830.00	.00	.50	10,277.05	552.45	94.90
61201 Special Ed Instruction	1,372,510.00	(12,970.00)	322.25	968,387.31	390,830.44	71.25
61202 Enrichment	404,710.00	.00	618.76	226,581.11	177,510.13	56.14
61204 Preschool	331,060.00	380.00	64.99	215,766.48	115,608.53	65.12
61310 Remedial Reading/Math	336,700.00	(13,770.00)	293.60	262,710.93	59,925.47	81.44
61400 Summer School	40,500.00	.00	.00	42,553.93	(2,053.93)	105.07
61600 Tuition Payments	14,760.00	.00	119,729.00	386,453.08	(491,422.08)	3,429.4
61900 Central Service-Instr Suppl.	159,760.00	.00	2,994.04	127,531.63	29,234.33	81.70
62102 Guidance Services	140,420.00	90.00	475.00	90,350.94	49,684.06	64.64
62103 Health Services	208,370.00	2,280.00	606.85	130,034.84	80,008.31	62.02
62104 Outside Eval/Contracted Serv	231,500.00	.00	32,458.38	199,034.21	7.41	100.00
62105 Speech And Hearing Services	151,860.00	.00	804.33	200,358.75	(49,303.08)	132.47
62106 Pupil Services - Testing	11,570.00	.00	.00	30.00	11,540.00	.26
62108 Psychological Services	290,380.00	.00	1,181.03	174,179.76	115,019.21	60.39
62201 Curriculum Development	167,440.00	.00	1,675.33	80,718.42	85,046.25	49.21
62202 Professional Development	36,990.00	.00	4,003.40	22,356.33	10,630.27	71.26
62302 Media Services	70,770.00	.00	7,875.59	31,153.40	31,741.01	55.15
62310 Library	288,040.00	.00	5,645.24	183,298.40	99,096.36	65.60
62401 Board Of Education	416,600.00	30,510.00	568.49	344,909.13	101,632.38	77.27
62402 Superintendent's Office	372,860.00	3,890.00	1,506.92	256,314.67	118,928.41	68.43
62404 Special Education Admin	289,200.00	.00	55.00	204,372.26	84,772.74	70.69
62520 Principals' Office Services	1,023,220.00	2,200.00	2,567.67	759,794.02	263,056.31	74.35
62521 Support Services - Central	16,490.00	.00	1,718.61	5,229.59	9,541.80	42.14
62523 Field Studies	13,500.00	.00	1,154.02	4,530.28	7,815.70	42.11
62601 Business Management	323,330.00	1,870.00	.00	240,695.46	84,504.54	74.01
62710 Plant Operations - Building	1,491,460.00	3,450.00	32,674.11	1,120,085.20	342,150.69	77.11
62801 Regular Transportation	692,270.00	.00	355,449.36	461,003.73	(124,183.09)	117.94
62802 Spec Ed Transportation	122,000.00	.00	89,537.50	160,997.48	(128,534.98)	205.36
63430 After School Program	40,330.00	.00	114.53	21,651.76	18,563.71	53.97
63440 Athletic Program	36,190.00	.00	2,081.52	20,326.04	13,782.44	61.92
68000 Employee Benefits	3,217,370.00	.00	15,311.67	2,440,076.49	761,981.84	76.32
69000 Transfers Out To Other Funds	66,050.00	.00	.00	66,050.00	.00	100.00
Total 112 General Fund - Board	20,572,170.00	15,990.00	702,159.50	14,462,405.53	5,423,594.97	73.66

-155-

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *Matt H*
CC: Maria Capriola, Assistant to Town Manager; Cherie Trahan, Director of Finance; Keri Rowley, Accounting Manager
Date: May 14, 2012
Re: Appointment of Auditor to Conduct Financial Audit for Fiscal Year 2011/12

Subject Matter/Background

Sections 7-392(c) and 4-232 of the Connecticut General Statutes, as amended, require that each municipality annually designate an independent public accounting firm to audit the books and accounts of the municipal government. Last year, the Town's audit was performed by Blum Shapiro & Company, PC, as the last year of a three-year contract. We went out to bid again and received two bids – one from Blum, Shapiro and one from J.H. Cohn, LLP (formerly Kostin, Ruffkess & Co). A review committee consisting of Bill Ryan, Matt Hart, Cherie Trahan and Keri Rowley interviewed both firms and recommended to the Finance Committee that Blum, Shapiro & Company be offered a three year contract with the option to extend for two more years. At its meeting on Monday, May 14, 2012, the Finance Committee will discuss whether it wishes to recommend that the Council appoint Blum Shapiro to conduct the audit for FY 2011/12.

Financial Impact

Funds are included in the Adopted FY 2012/13 budget to cover the anticipated audit fees of \$39,000.

Recommendation

If the Finance Committee wishes to recommend the appointment to the Town Council, the following motion is in order:

Move, effective May 14, 2012, to appoint Blum Shapiro & Company, PC, to conduct the Town's annual financial audit for Fiscal Year 2011/12.

Attachments

- 1) Blum Shapiro Audit Work Cost Proposal Form

Attachment A

AUDIT WORK COST PROPOSAL FORM

Service	2011/2012	2012/2013	2013/2014	2014/2015	2015/2016
Town CAFR and Related Reports	\$ 39,000	\$ 40,000	\$ 41,000	\$ 42,000	\$ 43,000
R-19 CAFR and Related Reports	\$ 22,000	\$ 22,500	\$ 23,000	\$ 23,500	\$ 24,000
EHHD Audit and Related Reports	\$ 6,000	\$ 6,200	\$ 6,400	\$ 6,600	\$ 6,800
ED-001 Mansfield	\$ 4,000	\$ 4,100	\$ 4,200	\$ 4,300	\$ 4,400
ED-001 Region-19	\$ <u>3,000</u>	\$ <u>3,100</u>	\$ <u>3,200</u>	\$ <u>3,300</u>	\$ <u>3,400</u>
Total for Fiscal Year (not-to-exceed)	\$ <u>74,000</u>	\$ <u>75,900</u>	\$ <u>77,800</u>	\$ <u>79,700</u>	\$ <u>81,600</u>

The fees stated above are quoted on a *not-to-exceed* basis, and you will not be billed for charges incurred in excess of our quote without first discussing the cause with you, exploring alternative approaches and receiving your approval. Should any unanticipated problems arise, we will let you know immediately and discuss with you the best course of action. Any out-of-pocket expenses incurred in the course of performing our work, such as travel, are included.



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *Matt Hart*
CC: Maria Capriola, Assistant to Town Manager;
Date: May 14, 2012
Re: Intertown Capital Equipment Purchasing Incentive (ICE) Program

Subject Matter/Background

The Windham Region Council of Governments (WINCOG) is applying to the State of Connecticut to participate in the Intertown Capital Equipment Purchasing Incentive (ICE) Program. As a Mansfield representative to WINCOG, I am recommending that we participate in the application along with the towns of Coventry, Chaplin, Columbia, Lebanon, Windham and Willington. If the grant is awarded, Coventry would serve as the lead municipality responsible for the administration of the grant funding and program details.

The proposal includes the purchase of public works equipment to be used in the maintenance of public roads, bridges and facilities located within the participating towns. Specifically, this equipment would include two pavement recyclers, a skid steer with attachments and a trailer. The newest pavement patching technology provided by these pavement recyclers will not only allow for permanent patching of municipal roads, but will ultimately reduce the cost of road maintenance to all participating towns. The skid steer and attachments are tools that can be used on road projects, field work, snow removal and many other public works projects.

The WINCOG member towns have a trail maintenance equipment agreement that is currently in place. Under that agreement, the host municipality is responsible for routine maintenance of the equipment. If the ICE grant is received, WINCOG will prepare a modified version of the trail maintenance agreement for the use of the public works equipment. Any additional responsibilities will be spelled out in a memorandum of understanding (MOU) to be executed between the member towns.

Financial Impact

The total cost for the public works equipment will be \$181,396. Typically, the contribution on behalf of the grantee is 70 percent of the total cost. However, since the town of Windham is designated as a distressed municipality and has agreed to participate in this program, the contribution on behalf of the grantee has been reduced to 50 percent of the total cost (\$91,000). Each town will

contribute equally to half of the total grantee contribution amount ($\$6500 \times 7$ towns = $\$45,500$). The remaining $\$45,500$ will be divided among the seven towns using a formula which accounts for the percent of road mileage in each municipality.

Mansfield's road mileage has been calculated at 19.38% of the total mileage of all seven towns combined. Therefore, Mansfield's contribution to this program would be $\$15,319$ ($\$6500 + (19.382\% \times \$45,500) = \$15,319$). Funding for Mansfield's share would come from the Public Works small equipment funds in the FY 2012/13 Capital Fund budget.

The participating towns will also provide a modest yearly maintenance fee to the Town of Coventry to serve as the lead municipality responsible for maintaining the equipment and administering the grant.

Recommendation

WINCOG has sent a pre-application to the State of Connecticut; the State has pre-approved by the application pending a final memorandum of understanding and legislative approval by each participating town.

Staff recommends that the Council approve the resolution below to enable the towns to submit the proposed grant application. The application represents a true regional effort to share resources to provide more efficient and effective service.

If the Council supports this recommendation, the following resolution is in order:

Resolved, effective May 14, 2012, to endorse the Intertown Capital Equipment Purchase Incentive (ICE) Program proposal referenced in Section 75 of Public Act 11-57 (An Act Authorizing Bonds of the State of Capital Improvements Authorizing Special Tax Obligation Bonds of the State for Transportation Purposes and Authorizing State Grant Commitments for School Building Projects).

Attachments

- 1) Application for the Intertown Capital Equipment Purchasing Incentive (ICE) Program
- 2) Connecticut General Statutes Section 75 of PA 11-57

benefit our 7 participating towns. The newest pavement patching technology provided by these pavement recyclers will not only allow for permanent patching of town roads, but ultimately will reduce the cost of road maintenance to all the towns. The Skid Steer and attachments provide a "multi-use" tool that can be used on road projects, field work, snow removal, and many other town public works projects.

List the equipment or vehicle(s) for which funding is sought (Provide Serial No., VIN and Model No.):

Equipment/Vehicle	Purpose	Total acquisition cost
(2) Pavement Recycler with lights & Roller	Permanently patch roads year-round	75,178.00
(1) Skid Steer Base Machine	Prep work for road and many other projects. Multiple use with below attachments.	62,000.00
Attachments (1 each): Root Rake, 72" Rotary Cutter, Cold Planer, 78" Brush Grapple, Auger	Attachments for Skid Steer for road and many other projects.	37,700.00
(1) Trailer for Skid Steer (with pallet fork carrier and tie down rings)	To move Skid Steer and attachments between Towns	6,518.00
	Total Cost \$	181,396.00

Attach a written sales or lease agreement that provides the cost of the item being acquired and any additional costs associated with the acquisition (shipping, installation, etc.), approximate date of delivery and terms of the sale/lease. If leased, it must be a *capital lease, where at least one of the municipalities ultimately owns the equipment or vehicle.*

We have received estimates from equipment vendors, but will need to follow appropriate requisition requirements to purchase.

Attach a copy of the **inter-municipal agreement** which will be utilized to for the purpose of sharing the use of the equipment or vehicle(s) acquired under the provisions of this program. *NOTE that this is not required for the purpose of pre-approval.*

We plan on modifying and using our existing Trail Maintenance Equipment Agreement we currently use amongst 10 towns (previous RPIP OPM grant to WINCOG region).

Sustainability: Explain how the cost of maintenance and repair, and ultimately equipment/vehicle replacement cost will be provided for at the end of its useful life.

The WINCOG towns plan to follow the same arrangement they currently have with the Trail Maintenance Equipment. The town in possession of the equipment will do routine maintenance of the equipment (each piece with have an attached equipment log). The towns will each provide a maintenance fee to the lead town on a yearly basis. Additional responsibilities are spelled out in the MOA.

As approved by WINCOG CEO's on Friday April 13 2012

Town	DPH 2010 Population	% of total Population	Mileage*	% of total Road Mileage	Hybrid. Base + Road mileage %	7 towns participating
		85,616			\$ 45,500	
					\$ 6,500	
Chaplin	2,311	2.70%	37	6.70%	\$ 9,548	
Columbia	5,495	6.42%	43	7.88%	\$ 10,084	
Coventry	12,453	14.55%	110	19.91%	\$ 15,558	
Lebanon	7,316	8.55%	92	16.68%	\$ 14,091	
Mansfield	26,685	31.17%	107	19.38%	\$ 15,319	
Windham	25,321	29.58%	90	16.31%	\$ 13,919	
Willington	6,035	7.05%	73	13.14%	\$ 12,480	
TOTAL	85,616	100%	552	100.00%	\$ 91,000	

* from DOT 2010 Public Road Mileage publication

Item	Item Cost	Quantity	Total Cost
Pavement Recycler	34,454	2	68,908
vibratory roller	1,975	2	3,950
Aero lights	1,160	2	2,320
Skid Steer (New Hollan	62,000	1	62,000
root rake	5,000	1	5,000
72" rotary cutter	6,000	1	6,000
Cold Planer	19,000	1	19,000
78" brush grapple	4,500	1	4,500
Auger	3,200	1	3,200
Trailer for skid steer	6,141	1	6,141
d-rings	17	12	204
pallet fork carrier	173	1	173
			<u>181,396</u>

New Holland L230	<u>62,000</u>
root rake	5,000
72" rotary cutter	6,000
Cold Planer	19,000
78" brush grapple	4,500
Auger	<u>3,200</u>
sum attachments	37,700
Grand total	99,700

Sec. 75. (NEW) (*Effective July 1, 2011*) (a) For the purposes described in subsection (b) of this section, the State Bond Commission shall have the power, from time to time, to authorize the issuance of bonds of the state in one or more series and in principal amounts not exceeding in the aggregate twenty million dollars, provided ten million dollars of said authorization shall be effective July 1, 2012.

(b) The proceeds of the sale of said bonds, to the extent of the amount stated in subsection (a) of this section, shall be used by the Secretary of the Office of Policy and Management for the purpose of providing grants-in-aid under the intertown capital equipment purchase incentive program established pursuant to subsection (c) of this section.

(c) (1) There is established an intertown capital equipment purchase incentive program to provide grants to municipalities to jointly acquire, on and after October 1, 2011, by purchase or by lease, equipment and vehicles necessary to the performance or delivery of a required governmental function or service.

(2) Grant funds may be used for acquisition costs of (A) equipment with an anticipated remaining useful life of not less than five years from the date of purchase or entry into a lease, including, but not limited to, data processing equipment that has a unit price of less than one thousand dollars, that a municipality uses in the performance or delivery of a required governmental function or service, and (B) a maintenance vehicle, pick-up truck, tractor, truck tractor or utility trailer, as each said term is defined in section 14-1 of the general statutes, or any other similar type of vehicle that a municipality uses in the performance or delivery of a required governmental function or service. Each grant shall be not more than fifty per cent of the total acquisition cost of such equipment or vehicle, or two hundred fifty thousand dollars, whichever is less.

(3) Not later than September 1, 2011, the Secretary of the Office of Policy and Management shall develop guidelines to establish (A) the procedures to apply for and the administration of the intertown capital equipment purchase incentive program, (B) criteria for the expenditure of grant funds and the method of allocation of a grant among the municipalities that jointly acquire or lease equipment or a vehicle set forth in subdivision (2) of this subsection, and (C) prioritization for the awarding of grants pursuant to this section, including, but not limited to, any limits in a given time frame on (i) the number of times a municipality may apply, or (ii) the dollar amount of grant funds a municipality may receive, pursuant to this section.

(4) Not later than October 1, 2011, and annually thereafter, the Secretary of the Office of Policy and Management shall publish a notice of grant availability and solicit proposals for funding under the intertown capital equipment purchase incentive program. Municipalities eligible for such funding pursuant to the guidelines developed under subdivision (3) of this subsection may file applications for such funding at such times and in such manner as the secretary prescribes. The secretary shall review all grant applications and make determinations as to which acquisitions to fund and the amount of grants to be awarded in accordance with the guidelines developed under subdivision (3) of this subsection.

(d) All provisions of section 3-20, or the exercise of any right or power granted thereby, which

are not inconsistent with the provisions of this section are hereby adopted and shall apply to all bonds authorized by the State Bond Commission pursuant to this section, and temporary notes in anticipation of the money to be derived from the sale of any such bonds so authorized may be issued in accordance with said section 3-20 and from time to time renewed. Such bonds shall mature at such time or times not exceeding twenty years from their respective dates as may be provided in or pursuant to the resolution or resolutions of the State Bond Commission authorizing such bonds. None of said bonds shall be authorized except upon a finding by the State Bond Commission that there has been filed with it a request for such authorization which is signed by or on behalf of the Secretary of the Office of Policy and Management and states such terms and conditions as said commission, in its discretion, may require. Said bonds issued pursuant to this section shall be general obligations of the state and the full faith and credit of the state of Connecticut are pledged for the payment of the principal of and interest on said bonds as the same become due, and accordingly and as part of the contract of the state with the holders of said bonds, appropriation of all amounts necessary for punctual payment of such principal and interest is hereby made, and the State Treasurer shall pay such principal and interest as the same become due.

Sec. 76. Subsection (c) of section 2 of special act 02-1 of the May 9 special session is amended to read as follows (*Effective July 1, 2012*):

For the [Department of Public Works] Department of Construction Services: Various security improvements, not exceeding \$ 3,000,000.

Sec. 77. Subsection (d) of section 2 of special act 04-2 of the May special session, as amended by section 92 of special act 05-1 of the June special session, is amended to read as follows (*Effective July 1, 2012*):

For the [Department of Public Works] Department of Construction Services:

- (1) Removal or encapsulation of asbestos in state-owned buildings, not exceeding \$ 5,000,000;
- (2) Infrastructure repairs and improvements, including fire, safety and compliance with the Americans with Disabilities Act, improvements to state-owned buildings and grounds, including energy conservation and off-site improvements, and preservation of unoccupied buildings and grounds, including office development, acquisition and renovations for additional parking, not exceeding \$ 4,000,000;
- (3) Notwithstanding the provisions of section 4b-1 of the general statutes, capital construction, improvements, repairs, renovations and land acquisition at Fire Training Schools, not exceeding \$ 10,000,000.

Sec. 78. Subsection (e) of section 2 of public act 07-7 of the June special session, as amended by section 216 of public act 10-44, is amended to read as follows (*Effective July 1, 2012*):

For the [Department of Information Technology] Department of Administrative Services:

PAGE
BREAK

**MANSFIELD DOWNTOWN PARTNERSHIP
EXECUTIVE COMMITTEE**

TUESDAY, MARCH 3, 2011

3:00 PM

MINUTES

Present: Philip Lodewick (Chair) Steve Bacon, Betsy Paterson, Alex Roe, and David Woods

Also Present: Board member Matt Hart

Staff: Cynthia van Zelm

1. Call to Order

Philip Lodewick called the meeting to order at 3:10 pm.

2. Approval of Minutes from March 4, 2010

Betsy Paterson made a motion to approve the March 4, 2010 minutes. David Woods seconded the motion. The motion was approved unanimously.

Ms. Paterson made a motion to go into Executive Session according to CGS §1-200(6) (A). Alex Roe seconded the motion. The motion was approved unanimously.

3. Personnel

Present: Committee members: Mr. Lodewick, Mr. Bacon, Ms. Paterson, Ms. Roe, and Mr. Woods

Also Present: Mr. Hart, Ms. van Zelm

The Committee and Cynthia van Zelm discussed her performance evaluation.

4. Adjourn

The meeting adjourned at 3:40 pm.



MANSFIELD ADVOCATES FOR CHILDREN
Wednesday, April 4, 2012
Minutes

Members Present: K. Grunwald (staff), K. Krider (staff), J. Woodmansee (staff), G. Bent, J. Stoughton, F. Baruzzi (in at 5:37pm), R. LeClerc, J. Goldman (in at 5:40pm), J. Higham, V. Fry, E. Soffer Roberts (in at 6:10pm), S. Anderson, P. Braithwaite, MJ Newman, C. Guerreri (in at 5:42pm), E. Tullman, Y. Kim, J. Boltseridge J. Suedmeyer and P. Doyle
Regrets: L. Dahn, L. Young, S. Daley

<i>WHAT (topic)</i>	<i>DISCUSSION</i>	<i>OUTCOME</i>
CALL TO ORDER	G. Bent called the meeting to order at 5:32pm	
CONSENT AGENDA	Approval of Minutes from the March 7, 2012.	<u>Motion:</u> J. Higham moves to approve the 3/7/12 Minutes as written. V. Fry seconds and the motion passes unanimously.
NEW BUSINESS	<p>Introduction of Patrick Doyle - J. Suedmeyer introduced MAC to her replacement, Patrick Doyle.</p> <p>Review of P. Rozansky follow-up email from Retreat – Members were emailed a copy of P. Rozansky’s email following the Retreat. G. Bent noted that the decisions made during the Retreat regarding meeting practices and facilitation was beneficial.</p> <p>G. Bent also noted that the terms of the Co-Chairs of MAC will expire in July.</p> <p>GMF Grant Submission Update – J. Higham noted that the Community Connectedness Team now has additional data information that can be included in the update. K. Krider reported that she, K. Grunwald and J. Woodmansee continue to work on the Grant and hope to have it finalized for mailing on Monday, April 23rd (due to GMF April 25th).</p> <p>Report regarding GMF Capacity Building Meeting – K. Krider reported that she and G. Bent attended this meeting on March 29th and that they learned that with regard to the grant renewal application GMF is looking to ensure that MAC is committed to early care and education for Mansfield children, that MAC continues to look at and gather data and that MAC is thinking about funding sources for the future.</p> <p>G. Bent noted that a power point presentation was given by Malwin at the meeting and that MAC should make time to</p>	

	<p>look at this in the future.</p> <p>K. Grunwald reported that the matching funds required for the grant renewal application have been included in the town manager's budget.</p>	
SCHOOL READINESS	<p>K. Krider reported that School Readiness will appear on MAC's calendar monthly for a brief update. She noted that the school readiness slots for the 2012/2013 school year are filled with the exception of 1 full time and 2 part time slots at Willow House.</p> <p>K. Krider also reported that Week of the Young Child is coming up in April. A paper doll project has been forwarded to early care providers with the hope that the children will decorate them to post in public places around town. On April 26th from 5:30 – 6:30 a reception will be held at the library so that these providers can come together to be celebrated. All are welcome to attend.</p>	
WORK GROUP ORGANIZATION	<p>Transportation – K. Grunwald reviewed the Work Plan and Action Steps he developed regarding the Transportation Strategy. It was suggested that interested persons from past community conversations be contacted and that students could be recruited to assist in some of the action steps.</p> <p>Members discussed some of the possible questions to be included on the survey. It was also noted that permission from the apartment complex owners would be needed. J. Goldman suggested that a “warning” be given to the tenants that the survey would be conducted and might include a list of items for individuals to think about prior to the survey.</p> <p>Members discussed the potential of partnering with Generations on this initiative and linking it with summer school related programs such as the summer breakfast at the Middle School.</p> <p>Members discussed potential survey sites including Holinko Estates, Northwoods Apartment, Colonial Townhouses, Mt Hope Apartments and Maplewood and whether a few could be chosen for a pilot initiative.</p> <p>Read – E. Soffer Roberts reviewed the Work Plan and Action Steps she developed regarding the One Read Strategy. She noted that “identify a performance measure” should be listed as the second action step and that public relations should be added as an additional action step.</p> <p>With regard to the first action step of selecting an appropriate book, S. Anderson presented an idea from the Playground Committee that a book be developed surrounding the playground build and that this could be the book chosen.</p> <p>Plan Rewrite – K. Krider reported that J. Bolsteridge has volunteered to assist her and that J. Goldman will also be helping as needed. They will meet soon to locate an</p>	

	<p>appropriate consultant.</p> <p>K. Krider proposes that the full MAC meeting adjourn for 30 minutes to allow the strategy teams to meet and discuss the work plans,</p>	<p><i>Members of MAC affirmed the proposal to meet in strategy teams.</i></p>
<p>UPDATES</p>	<p>The meeting reconvened at 7:20pm.</p> <p>Playground Committee – S. Anderson reported that the Committee is moving forward with Design Day on May 4th. The day will begin with a designer going to each elementary school to work with the children on a design, then the design will be revealed that evening at the Middle School</p> <p>She also reported that the first Children’s Committee was held on March 31st and a donation of \$30.00 was received from Wal-Mart. They await donation responses from other businesses. Members discussed that they need a well known community person to kick off the fundraising. K. Krider mentioned that MAC also is in need of a community champion.</p> <p>Community Connectedness – J. Higham reported that CCEA has delivered data analysis which includes recommendations regarding those items which are low cost and actionable.</p> <p>Health – P. Braithwaite reported that the Health Team wants to follow up with the BMI indicator and that they will be speaking with the nurse at the Middle School about how to obtain BMI data and if there are any legal issues associated with obtaining this information. Members discussed that Coventry has looked into these same issues and the Discovery Coordinator there can be contacted.</p> <p>Successful Learners – MJ Newman reported that the K. Inventory will be revised by the SDE to now align with the common core standards.</p>	
<p>Adjournment</p>	<p>The meeting adjourned at 7:39pm.</p> <p>Next MAC Meeting, Wednesday, May 2, 2012 5:00pm – 5:30pm Arrival and Dinner 5:30pm – 7:30pm MAC Meeting Next Executive Council meeting on Wednesday, May 9, 2012, 1:15pm – 2:45pm at Town Hall in Conference Room B</p> <p>Agenda topics: Please send to Kathleen at kriderk@mansfieldct.org</p> <p>Respectfully submitted, Jillene B. Woodmansee Assistant to the Early Childhood Services Coordinator</p>	

“All Mansfield Children ages birth through 8 years old are healthy, successful learners connected to the community.”

Ad Hoc Committee on Naming of Streets and Building
April 18, 2012

1. Call to Order

Councilor Bill Ryan called the first meeting of the Ad Hoc Committee on Naming of Streets and Buildings to order at 5:05 p.m. in Room C of the Audrey P. Beck Building. Present: Mr. Paulhus, Mr. Ryan and Mr. Schaefer
Mr. Schaefer moved and Mr. Paulhus seconded to appoint Mr. Ryan as the Chair of the Committee. The motion passed unanimously.

2. Review of Charge and Schedule from the Town Council

Members reviewed the charge given to the Committee at the March 26, 2012 meeting of the Town Council. Mr. Schaefer expressed interest in expanding the charge to include more areas of Town and not be limited to just the Storrs Center Project. This question will be asked of the Council.

3. Opportunity for the Public to Speak

Honey Birkenruth, Ball Hill Road, suggested Dr. Ralph Gilman be considered as a candidate. Dr. Gilman was the first general practitioner in Mansfield, the first full time physician at the University of Connecticut and a founder of the Windham Community Memorial Hospital. Ms. Birkenruth commented Dr. Gilman was a beloved physician to the community whose office, for many years, was on Dog Lane.

Steve Bacon, Wormwood Hill Road, spoke in favor of all three candidates who were recommended by the Mansfield Downtown Partnership's Planning and Design Committee and Board of Directors, especially Fred Cazel. Mr. Cazel was a member of the Town Council, serving as Mayor, a founding member of the Mansfield Historical Society and contributed land to both the Historical Society and Joshua's Trust. Mr. Bacon commented Mr. Cazel had the ability to calm a room full of different opinions and was a true gentleman who was devoted to the community. Mr. Bacon also spoke in support of the recommendation of Gary Zimmer. Mr. Zimmer was a member of the Planning and Zoning Commission during the development of the special design district for the Storrs Center Project and demonstrated a keen interest in alternative means of transportation. Mr. Bacon did not know Mr. Nash.

4. Review and Discussion of Legality of Process

The Town Clerk reported previously named buildings in the Town were approved by resolutions of the Board of Education and the Town Council. All street names will need to be reviewed by the Fire Marshal to confirm the proposed names are not too similar to existing ones.

5. Discussion of Committee Process and Procedure

Committee members agreed to establish basic criteria for nominations. The person under consideration must be deceased and have a record of public service in the community, either as an elected official or as a volunteer. Members will review the Mansfield

Chronology for additional candidates. At the April 23, 2012 Town Council meeting, Mr. Ryan will ask the Council for guidance regarding expanding the two naming opportunities suggested in the March 26, 2012 memo to the Council. Mansfield Downtown Partnership Director Cynthia van Zelm was asked about deadlines for recommendations. The bid for the intermodal center will be sent out on July 1, 2012 and the utility companies require roads are named prior to activating the power.

6. Determination of Methods for Seeking Public Input

Chairman Ryan will contact The Chronicle reporter and will prepare a press release which the Town Clerk will disseminate. The press release will also be posted on the Town's website, Channel 13 and will be sent to Q-Notify subscribers.

7. Review of Candidates Received to Date

The Committee reviewed the submitted candidates and asked that party affiliation and the name of the submitter be added to the list. Mr. Schaefer asked that Joann Newmyer be entered into consideration.

8. Items for Future Agendas

Future agendas will be determined in part by the response of the Council to the Committee's request to expand the charge.

9. Set Next Meeting Date and Time

The Committee agreed to set a tentative meeting date of May 2, 2012 at 5:00 p.m.

10. Opportunity for the Public to Speak

No additional comments were offered.

11. Adjournment

Mr. Paulhus moved and Mr. Schaefer seconded to adjourn the meeting at 6:05 p.m. The motion passed unanimously.

Respectfully submitted,

Mary Stanton
Town Clerk

**MANSFIELD DOWNTOWN PARTNERSHIP
MEMBERSHIP DEVELOPMENT COMMITTEE MEETING
Mansfield Town Hall, Conference Room B
March 26, 2012
8:30 AM**

MINUTES

Present: Frank McNabb (Chair), June Krisch, David Lindsay, Betty Wexler

Staff: Cynthia van Zelm

1. Call to Order

Frank McNabb called the meeting to order at 8:42 am.

2. Approval of Minutes from February 27, 2012

June Krisch made a motion to approve the minutes of February 27, 2012. David Lindsay seconded the motion. The motion was approved unanimously.

3. Review of student membership dues

David Lindsay said that his experience in talking to students is that they are not prone to paying \$10 in dues for membership since they believe that Storrs Center will happen without their dues. He suggested instituting a new membership for students where they are asked to become members but pay membership when they are alumni. In response to the benefit of membership for students, Mr. Lindsay thought that the benefit for students would be community service they would perform as involvement with the Partnership. Mr. McNabb asked how membership would be promoted to students. Mr. Lindsay suggested that it be done through service groups on campus and Mr. McNabb also suggested working through the deans at the schools at UConn.

The Committee agreed with Mr. Lindsay's proposal and Mr. McNabb will present it to the Board of Directors.

4. Follow-Up on Renewals

Cynthia van Zelm reported that there are currently 274 memberships with \$15,070 received in membership dues.

Committee members have made contact with some of the members who have not renewed and will continue to do so.

5. Update on Membership Outreach and Volunteer Calendar

Mr. Lindsay said he thought he could staff the UConn spring football game on April 21. Ms. van Zelm will check with Membership Development Committee member Dennis Heffley to see if he can assist.

Mr. McNabb said he is available to help with UConn orientation on May 21, 29 or 31.

Ms. van Zelm said Mr. Lindsay indicated that the Student Union theater can only be used for ads by a UConn affiliated organization. Ms. van Zelm will check with Kathleen Paterson to see who her contact has been for Festival ads at the theater.

6. Adjourn

Ms. Wexler made a motion to adjourn. Mr. Lindsay seconded the motion. The motion was approved and the meeting adjourned at 9:15 am.

Minutes taken by Cynthia van Zelm.

Town of Mansfield
CONSERVATION COMMISSION
Meeting of 21 March 2012
Conference B, Audrey P. Beck Building
MINUTES

Members present: Aline Booth (Alt.), Joan Buck (Alt.), Peter Drzewiecki (from 8:15p), Neil Facchinetti, Quentin Kessel, Scott Lehmann, John Silander. *Members absent:* Robert Dahn, Frank Trainor. *Others present:* Al Cyr (Agriculture Committee), Grant Meitzler (Wetlands Agent).

1. The meeting was **called to order** at 7:35p by Chair Quentin Kessel. Aline Booth and Joan Buck were designated voting members for this meeting. The Commission agreed to re-order the New Business part of the agenda to take up 5c (Right to Farm Ordinance) first, followed by 5d (Other: revisiting the Healey application).

2. The draft **minutes of the 18 January meeting** were approved with the insertion of “behind and” before “below” in the first sentence of the Commission’s comment on W1492 in item 3.

3. Proposed Right-to-Farm Ordinance. The Agriculture Committee has proposed that Mansfield adopt a Right-to-Farm ordinance. Sections 5 and 6 reproduce language in the Connecticut General Statutes blocking nuisance suits against “generally accepted agricultural practices,” save in cases of “willful or reckless misconduct.” The ordinance would add no regulations to those already in effect; its purpose is to rather put the Town on record in support of agriculture in Mansfield.

Buck asked how “willful or reckless misconduct” is to be determined. Mr. Cyr replied that complaints alleging such misconduct would go to the Commissioner of Agriculture for investigation. Lehmann questioned whether the Town should endorse (5) of Section 5, which excuses “water pollution from livestock or crop production activities, except the pollution of public or private drinking water supplies, provided such activities conform to acceptable management practices for pollution control approved by the Commissioner of Energy and Environmental Protection.” He observed that “generally accepted agricultural practices” in the Midwest have created a large ‘dead zone’ in the Gulf of Mexico from fertilizer run-off. Facchinetti had similar misgivings about (4) of Section 5, which excuses “use of chemicals, provided such chemicals and the method of their application conform to practices approved by the Connecticut Commissioner of Energy and Environmental Protection or, where applicable, the Commissioner of Public Health.” He indicated that he did not have a great deal of confidence in state regulation of agricultural chemicals, based on attempts to get UConn to assess the impact of chemical applications at the Agronomy Farm on local wells. In response, Mr. Cyr suggested that whatever pollution results from agricultural use of fertilizer and chemicals is likely to be worse if farms are converted to housing developments with acres of lawn.

A motion (Kessel, Silander) that the Conservation Commission approves the proposed Town Right-to-Farm Ordinance failed (for: Kessel, Silander; against: Buck, Facchinetti; abstaining: Booth, Lehmann). A subsequent **motion** (Lehmann, Silander) was adopted (all present in favor save Buck, opposed):

The Conservation Commission supports the goals of the proposed Right-to-Farm ordinance, as announced in Section 3, but has reservations about the Town’s endorsing (4) and (5) of Section 5 (notwithstanding their inclusion in the state statutes).

Mr. Cyr left the meeting, and Drzewiecki arrived shortly thereafter at 8:15p.

4. W1492 (Healey, 476 Storrs Rd). Kessel observed that, when the Commission considered this application at its February meeting, it failed to notice that the applicant proposed to utilize some of the Town open space off Bassetts Bridge Road for overflow lawn parking. After some discussion, the Commission agreed unanimously (**motion:** Silander, Lehmann) to supplement its comment on this application with the following recommendation:

If use of Town land off Bassetts Bridge Rd. for overflow lawn parking damages the meadow, the applicant should be responsible for restoring it without use of fertilizers.

5. IWA referrals. {Lehmann's report on the 03/13 IWA Field Trip to these sites is attached.}

a. W1494 (Moskowitz, 117 Stone Mill Rd.) The applicant proposes regrading to tidy up a slope at the end of a fieldstone retaining wall off Stone Mill Rd. near the Fenton River and filling a small depression at the bottom to make the surface level with that below the wall. After some discussion, the Commission unanimously agreed to the following **motion** (Booth, Buck):

The Commission foresees no significant wetlands impact from the landscaping project proposed in W1494 (as shown on the map dated "2.28.2012"), provided erosion and sedimentation controls remain in place until the area is stabilized.

b. W1495 (Sabatelli, 306 Stearns Rd.) The applicant proposes to add to her house a second garage bay. Its back half would be under an existing deck, the front half protruding into the existing driveway area. At its closest point, it would be about 42 ft from a pond (a few feet closer than the existing structure). The new bay would be constructed on a concrete slab. After some discussion, the Commission unanimously agreed to the following **motion** (Booth, Buck):

The Commission foresees no significant wetlands impact from the addition proposed in W1495 (as shown on the map dated "March 1, 2012"), provided erosion and sedimentation controls remain in place until the area is stabilized.

6. Agronomy Farm. Facchinetti reported on the 2/14 response of the Dean of the College of Agriculture and Natural Resources to concerns about pesticide storage, use, and monitoring at the Agronomy Farm raised by Storrs Heights residents in a 1/19 meeting with UConn officials. The Dean's position is that the University is now doing what is necessary to manage risk from chemicals used on the farm and that additional measures (testing wells for more chemicals, storing them off-site, etc.) are unlikely to produce additional benefits, at least at acceptable cost. Facchinetti's report is attached.

7. Adjourned at 8:54p.

Scott Lehmann, Secretary, 22 March 2012; approved 18 April 2012.

Attachment 1: Lehmann's report on the 03/13/12 IWA Field Trip

W1494 (Moskowitz, 117 Stone Mill Rd). This is easier to see on a map than it is to describe. The applicant proposes to tidy-up an area just off Stone Mill Rd (to the north) near the Fenton River. A field-stone retaining wall runs east-west parallel to the road, giving way near the river to a somewhat bedraggled slope. This slope would be smoothed out and the small area below it

filled so that it is level with the slope of the land below the retaining wall. The area to be filled is depressed and collects water from runoff. What is proposed seems to me a minor alteration of the landscape, with no significant wetlands impact as long as silt fences are in place to keep dirt and fill from washing into the river until the area is stabilized.

W1495 (Sabatelli, 306 Stearns Rd). The applicant proposes to add a second garage bay, in part under an existing deck and but extending out about 10 feet into the existing level driveway area. The outer wall of the new bay would be co-planer with the north wall of the house, from which the deck extends out toward a pond; I believe that no foundation work, other than pouring a concrete slab, is involved. The northwest corner of the addition would be about 42 feet from the pond, which lies slightly below the level of the driveway. It seems to me that the project, if undertaken with standard erosion controls, would not materially add to whatever impact the existing structure has on wetlands.

Attachment 2: Facchinetti's 3/21/12 report on the UConn Research Farm

On January 19, 2012, representatives from the Storrs Heights neighborhood met with UConn officials and discussed pesticide use, monitoring and storage at the research farm next to Storrs Heights. On February 14th the Dean of Agriculture and Natural Resources responded to our requests.

Dean Weidemann wrote that this year he would provide a summary of the amounts and locations of pesticides used at the farm. Because of limited staff and an uncertain budget, he could not promise to provide this summary in the future, though neighbors would have access to these public records to compile summaries on their own. Neighbors asked for annual beginning and ending inventories of the approximately 150 pesticide products stored at the farm, but this was not addressed in the Dean's response. The Dean does not believe that suggested upgrades to the storage facility for these pesticides is warranted, even though neighbors believe that spill containment and fireproofing systems are inadequate and that, without these upgrades, pesticides should be stored in a safe location off the farm away from residential communities, and away from the Fenton River watershed. (A topographical map, attached, shows the proximity and elevation of the research farm in relation to the Fenton River.)

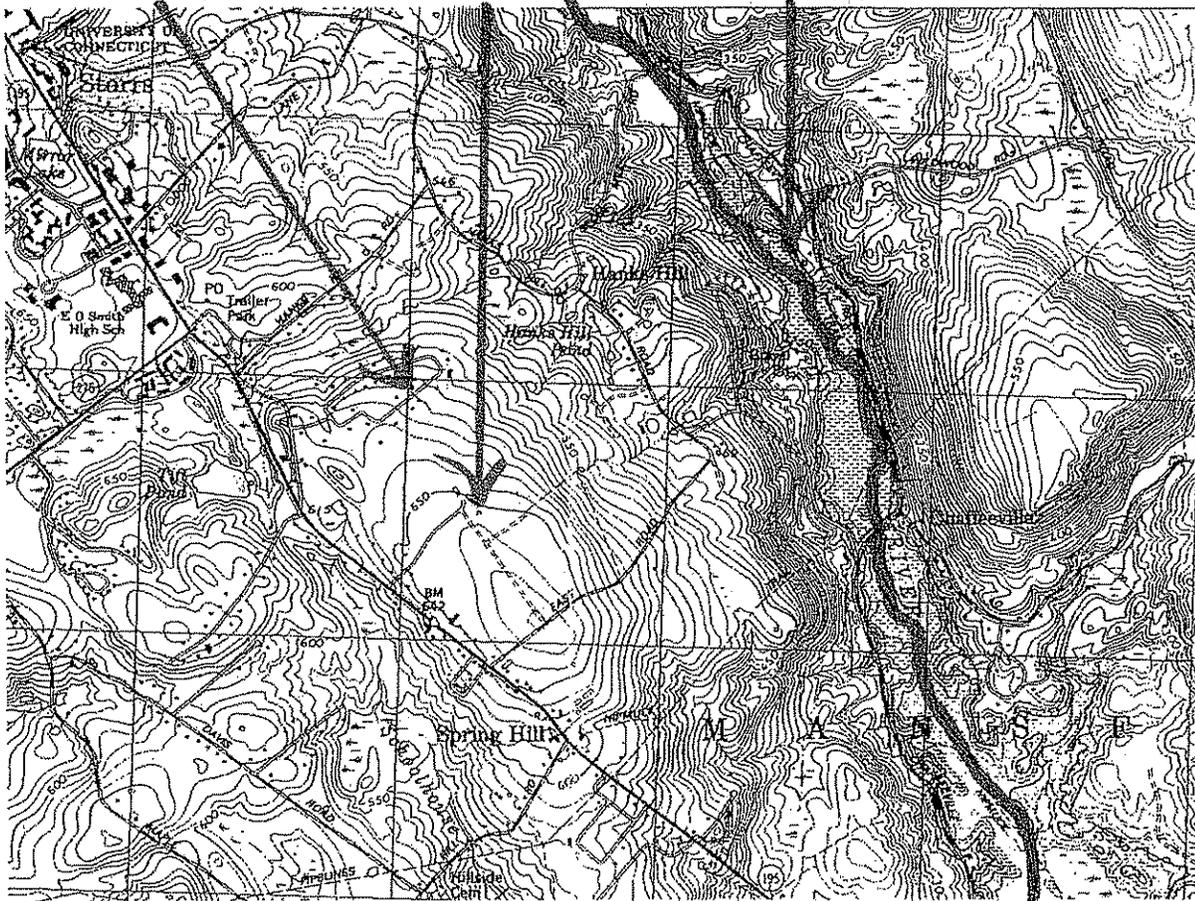
The Dean does not believe that more extensive and more frequent testing of pesticides is necessary. Neighbors believe that wells should be tested more than once a year and that older private wells downgrade from treated fields should be tested frequently. Neighbors have noted that tests for some of the pesticides used at the farm have been deemed by UConn as too expensive and thereby impractical. Other pesticide tests are not conducted by UConn because they are not readily available. Based on information from a consultant in environmental sciences, neighbors informed UConn representatives that some tests for pesticides may not be sensitive enough to detect risky levels of contamination. Neighbors therefore have taken the position that when pesticides are not tested adequately in groundwater samples for one reason or another, the use of these pesticides should be discontinued. The Dean takes the opposite position that adequate safeguards are in place to prevent and detect the migration of pesticides and that such migration is unlikely to occur. Neighbors have been advised by their technical consultant that surface water from the farm pond and other neighboring ponds should be analyzed for pesticide contamination. The Dean believes pond water tests would not provide any useful additional information.

Storrs Heights neighbors plan to continue their efforts to improve the use, testing and storage of pesticides in order to minimize the risk of contamination in private wells and the Fenton River Watershed.

Storrs
Heights
Neighborhood
~ 600' elev.

Uconn
Research
Farm
~ 650' elev.

Fenton
River
~ 250' elev.



**MANSFIELD DOWNTOWN PARTNERSHIP
BOARD OF DIRECTORS MEETING
Thursday, March 1, 2012
Mansfield Town Hall
Town Council Chambers
4 S. Eagleville Road**

4:00 PM

MINUTES

Present: Steve Bacon, Harry Birkenruth, Matthew Hart, Paul McCarthy, Frank McNabb, Toni Moran, Richard Orr, Betsy Paterson, Chris Paulhus, Alex Roe, Steve Rogers, Kristin Schwab and Ted Yungclas

Staff: Cynthia van Zelm, John Zaccaro

1. Call to Order – Welcome new Board member Paul McCarthy

Board Vice President Steve Bacon called the meeting to order at 4:05 pm. Paul McCarthy was introduced as a new Board member, representing the University. Board members introduced themselves.

Mr. Bacon also introduced John Zaccaro with Cipparone & Zaccaro. As noted in the agenda, Mr. Zaccaro is being recommended to serve as interim counsel to the Partnership until new counsel is appointed. Former Partnership counsel Lee Cole-Chu was appointed by Governor Malloy to serve as a judge in the Connecticut Superior Court.

2. Opportunity for Public Comment

There was no public comment.

3. Approval of Minutes of January 26, 2012 and February 2, 2012

Chris Paulhus made a motion to approve the minutes of January 26, 2012. Betsy Paterson seconded the motion. The motion was approved.

Ms. Paterson made a motion to approve the minutes of February 2, 2012. Mr. Paulhus seconded the motion. The motion was approved.

4. Executive Director Report

Cynthia van Zelm reported that the Partnership had submitted two grants on behalf of the town of Mansfield. She worked with Howard Kaufman of Storrs Center Alliance on a grant through the CT Department of Economic and Community Development's Brownfield Office for remediation on three areas in Storrs Center. Matt Hart said if a grant is approved, the Town would sign a sub-recipient letter with Storrs Center Alliance to receive the funds.

The other grant request was to the National Endowment for the Arts for funding to design space for the possible location of the Ballard Museum of Puppetry in the downtown. The Town partnered with the Connecticut Guild of Puppetry.

5. Storrs Center Action Items

Ms. van Zelm reported on an update of the commercial leases signed, and she said the residences in the first two buildings are 70 percent leased.

Ms. van Zelm said she was pleased to report that all decisions on relocation have been made by the businesses affected by relocation.

Ms. van Zelm said that today she, Mr. Hart, Toni Moran, and Howard Kaufman met with some members of the University faculty about concerns about fair contracting and labor issues at Storrs Center. She said the dialogue will continue with a follow-up meeting in April.

Mr. Hart said there was also an on-going dialogue with the CT Laborers' District Council, and the New England Regional Council of Carpenters.

Mr. Bacon commended Mr. Hart for his initiative to work with the labor groups.

Mr. Hart also updated the Board on the cost over-run on the parking garage and the undetected site issues that contributed to most of the over-run. Mr. Hart said the Town is working with the development team on resources to cover the cost over-run.

6. Recommendation of Frank McNabb to serve on the Executive Committee

Ms. Paterson said it was her honor and privilege to recommend Frank McNabb to serve on the Executive Committee. She recognized his positive energy and work ethic in the approach he brings to his role as Chair of the Membership Development Committee. Alex Roe seconded the motion. The motion was approved.

7. Review and Approval of Budget for FY2012-2013

Ms. van Zelm said that she had reviewed the Partnership's Special Project Coordinator position with the assistance of the Town's Human Resources team. Ms. van Zelm noted that Ms. Kathleen Paterson's work load and responsibilities had increased significantly over the last five years. Ms. van Zelm reviewed the proposed salary and benefits change with the Finance and Administration Committee which approved the changes at its February 23, 2012 meeting, effective May 1, 2012.

Harry Birkenruth moved to approve the proposed adjustment to the FY2011-2012 budget for the Mansfield Downtown Partnership. Rich Orr seconded the motion. The motion was approved.

Ms. van Zelm reviewed the proposed FY2012-2013 budget. She said the major change was a decrease in professional technical costs for relocation as it should be concluded this summer. The Finance and Administration Committee reviewed and recommended the budget at its February 23, 2012 meeting. Mr. Birkenruth made a motion to approve the FY2012-2013 budget for the Mansfield Downtown Partnership. Mr. McNabb seconded the motion. The motion was approved.

8. Review and Approval of Strategic Planning Process and Calendar

Ms. van Zelm reviewed a proposal and calendar for the Partnership's strategic planning process, and asked for feedback.

Ms. Paterson said it will be important for a third-party professional (not internal staff) to be responsible for putting the plan together. Steve Rogers agreed and noted that there are many questions to be addressed including funding, the Partnership's role at Four Corners and King Hill Road, event planning responsibilities, etc.

Mr. Birkenruth said it will be important for the Board to know what direction it wants to go; Mr. Hart said a professional will be able to help the Board facilitate that discussion.

Mr. Paulhus made a motion to approve the development of a three year Organizational Strategic Plan for the Mansfield Downtown Partnership. Mr. Rogers seconded the motion. The Board discussed the motion and Mr. Rogers offered an amended motion: Motion to authorize the Executive Director to issue a Request for Qualifications to seek professional assistance in development of the Partnership's three year Organizational Strategic Plan. Mr. Hart made the motion and it was seconded by Mr. Paulhus. The motion was approved.

9. Review and Recommendation on Revision to Bylaws

On behalf of the Nominating Committee, Mr. Bacon said the Committee met and recommended some changes to the Bylaws. Former attorney Lee Cole-Chu reviewed the Bylaws and made some recommendations, particularly in the area of the conflict of interest policy.

Mr. Bacon pointed out that most of other the changes were minor edits.

Mr. Bacon said the Board makes a recommendation to the full membership where a vote is held at the Annual Meeting. A 45 day requirement of changes to the Bylaws is required.

Mr. Bacon noted that the proposed changes to the Town's Code of Ethics adds the Partnership as a "public official" when acting as the Town's municipal development agency. The proposed changes to the Partnership's Bylaws makes it clear that the Partnership's Board and Committee members, and staff would be subject to the Town's Code of Ethics.

Mr. Hart asked Mr. Zaccaro for help to clarify when the Partnership is acting as the Town's municipal development agency. Mr. Zaccaro said he will follow-up and noted that the proposed change to the Partnership's conflict of interest policy is actually broader than the proposed changes to the Code of Ethics.

A motion on a recommendation to a change in the Bylaws was deferred to the April meeting after the Nominating Committee reviews the Bylaws with Mr. Zaccaro's research.

10. Approval of Acting General Counsel – Cipparone & Zaccaro, PC

Toni Moran made a motion to recommend that Cipparone & Zaccaro, under the leadership of John Zaccaro, serve as Acting General Counsel to the Mansfield Downtown Partnership, Inc. Mr. Orr seconded the motion.

Mr. Bacon said the Nominating Committee had discussed a similar process to choose an attorney as was done when Mr. Cole-Chu was chosen. An ad-hoc committee has been formed which includes Mr. Bacon, Mr. Orr, and Partnership member and Finance and Administration Committee member Tom Callahan to review candidates. In the meantime, the Nominating Committee recommended that Mr. Zaccaro serve in an interim capacity.

The motion was approved.

11. Four Corners Sewer and Water Study Advisory Committee

Mr. Hart reported that the Committee is still waiting on the DRAFT Environmental Impact Evaluation to be completed for the Committee's review.

The pump station is still being designed.

12. Report from Committees

Advertising and Promotion

Chair Kristin Schwab said the Partnership held a volunteer orientation last week and that the request for volunteers will go out on a monthly basis.

Ms. Schwab said she is advocating for some future Storrs Center tenants to become members of the Committee.

Business Development and Retention

Chair Steve Rogers said the Committee met on February 16. He said the Committee was satisfied with its work on relocation and felt its focus would turn mainly to business development.

Festival on the Green

Chair Betsy Paterson said the Committee will meet on Monday, March 5.

Finance and Administration

Chair Harry Birkenruth reiterated that the Committee reviewed the Special Projects Coordinator's position.

Mr. Birkenruth said the Committee will be asking for and reviewing Storrs Center Alliance's next Phase Business Plan when it is ready.

Mr. Birkenruth said the Committee will continue to review the directors and officers liability insurance limits.

Membership Development

Chair Frank McNabb reported that membership renewal letters have resulted in 257 renewals and \$14,500 thus far.

He said the Partnership will participate in UConn's Alumni Weekend in June with a bus tour of Storrs Center.

Planning and Design

Chair Steve Bacon said the Committee met with Recycling Coordinator Ginny Walton and Geoff Fitzgerald with BL Companies to review the proposed trash and recycling receptacles for Storrs Road and the Village Street. There may be an alternative which encourages recycling.

Mr. Fitzgerald also reviewed the Village Street plans against the Partnership's Sustainability Guidelines checklist.

13. Adjourn

Mr. Paulhus made a motion to adjourn. David Lindsay seconded the motion. The motion was approved and the meeting adjourned at 6:15 pm.

Minutes taken by Cynthia van Zelm

HOUSING AUTHORITY OF THE TOWN OF MANSFIELD
REGULAR MEETING MINUTES
Housing Authority Office
March 22, 2012
8:30 a.m.

Attendance: Mr. Long, Chairperson; Mr. Simonsen, Vice Chairperson; Mr. Eddy, Secretary and Treasurer; Ms Hall, Assistant Treasurer; Kathleen Ward, Commissioner; and Ms Fields, Executive Director.

The meeting was called to order at 8:37 a.m. by the Chairperson.

MINUTES

The Chairperson declared the minutes of the February 27, 2012 Regular Meeting and the February 27, 2012 Executive Session Notes accepted without objection.

COMMENTS FROM THE PUBLIC

None

COMMUNICATIONS

State Service Fees

Ms Fields reported that in addition to CHFA no longer collecting these fees, CHFA has returned the retained fees to the Housing Authority. They were deposited in the accounts for Wrights Village and Holinko Estates. The state is allowing the funds to be deposited for "use at any one or all of the state financed properties as the owner determines will benefit the properties." Ms Fields suggested that we might not want to just add them to the "Reserves" but consider other options and needs.

A motion was made by Mr. Simonsen and seconded by Mr. Eddy to use the funds to payback any loans made from Holinko Estates to the Housing Authority to pursue additional moderate income housing. Motion approved unanimously.

RAP and RSC Programs

Ms Fields has received what is hopefully the final correspondence regarding the financing of the RAP and RSC Program grants. The last correspondence from DECD is that they will be fully funding both programs. Due to lower than expected state revenues there had been some question as to whether or not they would be able to fully fund the grants.

REPORTS OF THE DIRECTOR

Bills

A motion was made by Ms Ward and seconded by Ms Hall to approve the February bills. Motion approved unanimously.

Financial Reports –A (General)

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

Financial Report-B (Section 8 Statistical Report)

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

REPORT FROM TENANT REPRESENTATIVE

Human Services Advisory Committee

Mr Eddy reported that Mansfield provided approximately \$125,000 in grants to organizations providing services to Mansfield residents.

Dog Excrement Policy

Mr. Eddy provided a draft policy for review. Ms Fields will set up a meeting with the members of the Policy Committee to finalize the draft to be brought to the Board.

Outside Lights

Ms Fields reported all lights should be working.

General Reports

Mr Eddy reported that the Trash Shed by the 400 Building has finally been cleaned up. Residents have been mixing trash with recyclable and leaving bulky waste items in the shed. When trash and recyclables are mixed, they will not be pickup up by either the trash hauler or the recyclable hauler.

AD HOC COMMITTEE REPORTS

Affordable Housing Committee

The committee has not met. Ms Fields stated that she would like to address the Board in Executive Session.

Executive Session

Ms Fields raised several issues which are subject to privileged communications. The Chairman responded that the issues should be considered in executive session.

A motion was made by Mr. Simonsen and seconded by Ms Hall to invite Ms Fields to the Executive Session and to go into Executive Session at 9:40 a.m. Motion approved unanimously.

The Board came out of Executive Session at 9:55 a.m.

UNFINISHED BUSINESS

Legal Updates

Ms Fields reported that all legal updates were addressed in the previous Executive Session.

Wrights Village - Weatherization

Ms Fields was updated by Angelique Roberts, Project Manager for the Access Agency, on the ARRA funds. She stated that the project is complete as far as ARRA funds being used, however, she is still working with CL&P to come to an agreement on what they will cost share for the new fans in the kitchens and baths and new thermostats.

NEW BUSINESS**Solar Panel Update**

Ms Fields reported that the office solar panels officially paid for all electrical usage for the office and has had a credit of \$320.47 applied to its account. The credit will be split between the three housing programs.

HUD Funding/Set-Aside Funding/Cost Reductions

HUD has provided an update to the original funding. They will be requiring us to use \$110,074 of the Housing Assistance Payment (HAP) Reserves. HUD San Francisco called Ms Fields to encourage requesting set-aside funding. While it does not look promising, Ms Fields will do so. These problems are being felt by all housing authorities across the country.

HUD has also released a Notice to all Housing Authorities suggesting ways to reduced administrative expenses to help offset the reduced administrative fees. The total HUD budget for Administrative Fees to be paid to Housing Authorities is lower than 2008 levels. Ms Fields is reviewing the suggestions, many of which have been performed by the Housing Authority for years.

NEXT MEETING DATE

No Change

OTHER BUSINESS

None

ADJOURNMENT

The Chairperson declared the meeting adjourned at 10:33 a.m.

Dexter Eddy, Secretary

Approved:

Richard Long, Chairperson

**HOUSING AUTHORITY OF THE TOWN OF MANSFIELD
EMERGENCY MEETING MINUTES**

Housing Authority Office

April 11, 2012

10:00 a.m.

Attendance: Mr. Long, Chairperson; Mr. Simonsen, Vice Chairperson; Mr. Eddy, Secretary and Treasurer; Ms Hall, Assistant Treasurer, was excused; Ms Kathleen Ward, Commissioner; and Ms Fields, Executive Director.

The meeting was called to order at 10:00 a.m. by the Chairperson.

NEW BUSINESS

Section 8 Coordinator Position

Ms Fields shared the resignation letter of the Section 8 Coordinator. Her last day will be April 27, 2012. Ms Fields has advertised the position and has received and reviewed resumes. Ms Fields asked the Board give her the authority to fill the position immediately.

A motion was made by Mr. Eddy and seconded by Mr. Simonsen to give Ms Fields the authority to fill the Section 8 Coordinator position immediately at a salary which is comparable with the existing position.

Affordable Housing Update

Executive Session

Ms Fields raised an issue which is subject to privileged communications. The Chairman responded that the issues should be considered in executive session.

A motion was made by Mr. Simonsen and seconded by Ms Ward to invite Ms Fields to the Executive Session and to go into Executive Session at 10:45 a.m. Motion approved unanimously.

The Board came out of Executive Session at 11:01 a.m.

ADJOURNMENT

The Chairman declared the meeting adjourned at 11.02 a.m.

Dexter Eddy, Secretary

Approved:

Richard Long, Chairperson

**MANSFIELD DOWNTOWN PARTNERSHIP
ADVERTISING AND PROMOTION COMMITTEE
SPECIAL MEETING**

**Festival on the Green Subcommittee
Monday, February 6, 2012
Conference Room B – Mansfield Town Hall
(860) 429-2740
5:00 p.m.**

Minutes

Present: Betsy Paterson, Tom Birkenholz, Kim Bova, and Natalie Miniutti

Staff: Cynthia van Zelm and Kathleen Paterson

1. Call to order

Betsy Paterson called the meeting to order at 5:06 pm.

2. Public comment

There was no public comment.

3. Approval of Minutes from August 1, 2011; August 15, 2011; August 29, 2011; September 12, 2011; and September 19, 2011

Tom Birkenholz moved to approve the minutes as presented.

Kim Bova seconded the motion.

The minutes were approved unanimously.

4. Date and Time of Festival

Kathleen Paterson recalled that at the debrief meeting the group had endorsed keeping the later date for the event.

Ms. Paterson asked Cynthia van Zelm and Ms. K. Paterson to check the UConn and E. O. Smith calendars for conflicting events.

Mr. Birkenholz suggested planning for September 23 unless a conflict arises.

5. Committee chairs/leaders

Ms. K. Paterson said that it would be helpful to have a committee member coordinate the volunteers.

Mr. Birkenholz said it would be good to bring on more members in general.

Ms. Bova agreed and added that someone who is connected to many different groups would be a good addition.

Ms. K. Paterson will email the Partnership membership list to the committee for their review prior to the next meeting.

6. Celebrate Mansfield Weekend

Vintage Mansfield – Natalie Miniutti said she thought that the event was a success and should be continued.

Mr. Birkenholz wondered if the time could be changed to later so that people that work until five o'clock could get there more easily.

Ms. K. Paterson said that the time was chosen to balance that concern with the restaurant's dinner service.

Picnicpalooza! – Ms. Paterson commented that the event has not caught on and suggested that it may be time to discontinue holding it.

The general consensus of the committee was to not hold Picnicpalooza this year.

Celebrate Mansfield Parade – Mr. Birkenholz said that he and Barry Schreier would be able to organize the Parade again but recommended asking someone to work with them to transition over for next year.

Ms. Miniutti said that Aaron Burgess indicated he would like to have the E. O. Smith High School band march again.

Ms. K. Paterson asked the committee for feedback regarding whether or not to open the Parade to groups and businesses located outside of Mansfield.

Ms. Paterson asked the sub-committee to consider the question for discussion at the next meeting.

Mr. Birkenholz asked Ms. K. Paterson to email the question to the committee so that those members not in attendance could also contribute to the discussion.

7. Music

Ms. Bova suggested a folk dance group or a calling group that would engage the audience and encourage them to participate in the performance.

Mr. Birkenholz supported the suggestion and added that he had attended an event with Irish dancing that was very fun and engaging.

Ms. Miniutti also supported the idea and referenced Jorgensen's Latin Fest as a great event that has the crowd dancing.

Ms. Paterson said she would like the band to have a broad appeal to reach as many residents as possible.

Ms. van Zelm suggested that what the committee is looking for is a band that creates a vibe that engages the audience and encourages people to get up and dance.

Ms. K. Paterson will relay the committee's discussion to Rod Rock and ask him for recommendations for the next meeting (Done).

8. Activities

The committee discussed several ideas for possible activities and will research them for the next meeting: inflatables and dunk tank (**Ms. K. Paterson**); rock climbing wall (**Mr. Birkenholz**); Lego activity (**Ms. Bova**); go-carts or mini race cars (**Ms. Miniutti**); kayaks (**Ms. K. Paterson**); sandcastle (**Mr. Birkenholz**); DEEP parks activities (**Ms. K. Paterson**).

The committee decided to discontinue the pie-eating contest given waning interest.

The committee would like to have the pumpkin decorating contest, if pumpkins are available. **Ms. K. Paterson will contact Pumpkin Paul's in August.**

9. Review initial task list

Ms. Paterson asked the committee to review the task list for the next meeting and to provide feedback.

Ms. K. Paterson said she would like to get the "Save the Date" notices out earlier this year and suggested using a postcard format.

Ms. Miniutti supported the idea of a postcard. She said that she thought the outreach to food vendors should start much sooner.

Ms. K. Paterson will price out different formats for the "Save the Date" flyers and will bring drafts and the 2011 distribution list for the committee's review at the next meeting.

Ms. K. Paterson will prepare a draft budget for the committee's review.

10. Future meetings

The committee reviewed the list of tentative meeting dates. By general consensus, the final meeting date was set for Tuesday, September 18.

11. Adjourn

Mr. Birkenholz motioned to adjourn

Ms. Miniutti seconded the motion.

The meeting adjourned at 6:45 pm.

Minutes prepared by Kathleen M. Paterson

**MANSFIELD DOWNTOWN PARTNERSHIP
ADVERTISING AND PROMOTION COMMITTEE
SPECIAL MEETING
Festival on the Green Subcommittee
Monday, March 5, 2012
Conference Room B – Mansfield Town Hall
(860) 429-2740
5:00 p.m.**

Minutes

Present: Betsy Paterson, Tom Birkenholz, Janine Callahan, Natalie Miniutti, and Rod Rock

Staff: Cynthia van Zelm and Kathleen Paterson

1. Call to order

Kathleen Paterson called the meeting to order at 5:05 pm.

2. Public comment

There was no public comment.

3. Approval of Minutes from February 6, 2012

Natalie Miniutti moved to approve the minutes as presented.

Tom Birkenholz seconded the motion.

The minutes were approved unanimously.

4. Date and Time of Festival

Ms. K. Paterson reported that she had submitted the reservation for use of the high school facilities for Sunday, September 23. She said that UConn had not yet set its event calendar, including the Family Weekend dates, for the fall semester. Ms. K. Paterson added that she did not anticipate a problem if there was some overlap of events as last year was successful despite several events on campus during Celebrate Mansfield Weekend.

Ms. K. Paterson will contact Sara Putnam to discuss Cornucopia.

Cynthia van Zelm said that there had been some discussion about holding a grand opening celebration for Storrs Center on the day of the Festival and asked for the Committee's input.

The Committee expressed concern with trying to attract different audiences for the two events, maintaining the energy level of the Festival, and giving Storrs Center a proper showcase. They recommended that a grand opening ceremony or celebration be held on Saturday as part of Celebrate Mansfield Weekend.

5. Review Save the Date flyer

Ms. K. Paterson shared a draft of the flyer with the Committee and requested feedback.

Rod Rock said that this season's final children's event at the Jorgensen will be April 22, and he is happy to promote the Festival. **Ms. K. Paterson will follow-up with Mr. Rock regarding the number of flyers needed.**

6. Discuss Music

Mr. Rock said that he and Ms. K. Paterson had discussed the Committee's preferences following the previous meeting.

The Committee shared some ideas and reiterated the goal of a music selection that will draw a crowd and have people up and dancing.

Mr. Rock will find a few options and bring audio and/or video clips for the Committee's review at the next meeting.

7. Discuss Activities

Ms. K. Paterson shared an email from Kim Bova, who was unable to attend the meeting, regarding her efforts to follow-up on the LEGO idea. Ms. Bova has made some progress and hopes to have a cost estimate for the Committee soon.

Ms. Miniutti said she is working on getting pricing information for an activity that Safe Grad has done in the past and plans to use again.

Ms. K. Paterson asked the group to be cognizant of the demands on the volunteers when considering activities.

Mr. Birkenholz asked for an idea of the available budget.

Ms. K. Paterson will prepare a draft budget for the next meeting.

Ms. Miniutti suggested contacting local artists or artists' groups to participate.

Ms. K. Paterson will ask Michael Allison and Kim Bova for suggestions and help with outreach.

The Committee will continue to research potential activities and groups for the next meeting.

The Committee will review its policies at the next meeting.

8. Adjourn

The meeting adjourned at 6:30 pm.

Minutes prepared by Kathleen M. Paterson

**MANSFIELD DOWNTOWN PARTNERSHIP
ADVERTISING AND PROMOTION COMMITTEE
MEETING**

**Festival on the Green Subcommittee
Monday, April 2, 2012
Conference Room B – Mansfield Town Hall
(860) 429-2740
5:00 p.m.**

Minutes

Present: Betsy Paterson, Tom Birkenholz, Kim Bova, Janine Callahan, and Natalie Miniutti

Staff: Kathleen Paterson

1. Call to order

Betsy Paterson called the meeting to order at 5:05 pm.

2. Public comment

There was no public comment.

3. Approval of Minutes from March 5, 2012

Natalie Miniutti moved to approve the minutes as presented.

Tom Birkenholz seconded the motion.

The minutes were approved unanimously.

4. Review Festival on the Green mission statement

Ms. Paterson explained the origins of the Festival as a way to encourage people and businesses to get used to coming to the center of town and to get them excited for Storrs Center. She noted that there had not been one real central place for the community to gather before the downtown.

Mr. Birkenholz said that, as the downtown grows, the committee may want to expand the Festival to draw more people from outside of town. But for now, he would like to keep the Mansfield focus of the Festival.

Ms. Miniutti suggested that the committee should redefine “community” to include other towns in the area and not just Mansfield.

Janine Callahan said she would prefer to keep the Festival focused on Mansfield but would be open to expanding the scope in future years.

Ms. Paterson suggested that the 2012 Festival retain the Mansfield focus and that the committee meet after the Festival but before planning for the 2013 event begins to thoroughly discuss whether or not to change the mission of the Festival.

By general consensus, the committee agreed to the plan to meet after this year's event.

5. Review Policies

Kathleen Paterson explained that two questions had arisen in previous meetings about whether or not the Partnership should charge for activities and about whether to allow groups to charge for their activities. She said that, in previous years, the committee had expressed a desire to not permit charging for activities.

Ms. Paterson said she would like to keep everything free. She commented that she thinks many families appreciate having an open event where they can bring their kids and have fun without having to spend a lot of money.

Kim Bova agreed and said that all of the activities should be free.

Ms. Callahan agreed and said she had always thought of the Festival as a great family event and worried that charging for everything would discourage families from attending.

Ms. Miniutti suggested that the Partnership could pay for some vendors to be there so that they can then not charge for their services, as was done with the balloon artist last year.

Ms. K. Paterson said that she and Cynthia van Zelm would need help from the committee to enforce the "no charge" rule. She said she and Ms. van Zelm are not always able to visit every booth. Ms. K. Paterson said she will also ask the Area Captains to assist with making sure the booths in their areas are complying.

Mr. Birkenholz suggested adding a "no charging" message to the initial letter to groups inviting them to participate.

Ms. Callahan agreed and suggested also adding "this is not a fundraising event" on the application and online.

Ms. Miniutti suggested providing a script to the Area Captains so they can feel prepared.

6. Review Draft Budget

The committee reviewed the draft budget and asked Ms. K. Paterson to add a line for general children activities (to be determined). [Done]

7. Review task list

Activities: Ms. Bova said she is still waiting to hear from her friend about the possibility of having a LEGO master builder and what the cost would be.

Mr. Birkenholz said the climbing wall and sand castle proved to be cost prohibitive.

Ms. K. Paterson reported that she and Dr. John Bell from the Ballard Institute and Museum of Puppetry had met to start planning the Community Puppet-Building workshop. The workshop is tentatively scheduled for Saturday, Sept. 8 and Sunday, Sept. 9. She added that she and Dr. Bell were open to suggestions on a theme.

Ms. Bova suggested focusing on local farms.

Ms. Miniutti suggested the state bird, flower, animal, etc.

Parade: The committee discussed a couple of possibilities for the 2012 Grand Marshal. **Ms. K. Paterson asked the committee to consider nominees for Grand Marshal to discuss at the next meeting.**

8. Celebrate Mansfield Weekend

Ms. K. Paterson said the Partnership had been approached by a group that would like to do a fundraising 5K on Saturday of Celebrate Mansfield Weekend.

By consensus, the committee agreed that, with the exception of Vintage Mansfield, all events listed as part of Celebrate Mansfield Weekend should be Mansfield-related and free and open to the public.

Ms. K. Paterson will relay the decision to the group organizing the 5K [Done].

9. Adjourn

The meeting adjourned at 7:00 pm.

To: Town Council/Planning & Zoning Commission
 From: Curt Hirsch, Zoning Agent *CH*
 Date: May 9, 2012

Re: *Monthly Report of Zoning Enforcement Activity*
For the month of March, 2012

Activity	This month	Last month	Same month last year	This fiscal year to date	Last fiscal year to date
Zoning Permits issued	3	7	4	77	71
Certificates of Compliance issued	5	13	1	74	80
Site inspections	17	43	14	231	305
Complaints received from the Public	4	2	1	35	34
Complaints requiring inspection	4	1	1	26	26
Potential/Actual violations found	3	2	2	18	23
Enforcement letters	15	6	4	56	84
Notices to issue ZBA forms	1	0	0	10	12
Notices of Zoning Violations issued	1	0	0	10	12
Zoning Citations issued	0	0	0	8	39

Zoning permits issued this month for single family homes = 0, 2-fm = 0, multi-fm = 0
 2011/2012 fiscal year total: s-fm = 3, 2-fm = 0, multi-fm = 0

PAGE
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17 Hill Pond Drive
Mansfield, CT 06268
April 16, 2012

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

Matt:

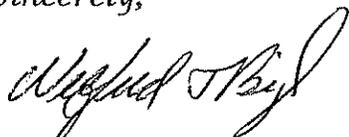
Again this year as in the past several years, I would like to take this opportunity on behalf of myself and the AARP Tax Aide program to thank the Town of Mansfield for their continued support of this vital program. As you are aware, this program assists individual and couples in the preparation of their Federal and State Income Taxes. This program is designed for lower and moderate income households with a special emphasis on those ages 55 and over.

I would also like to thank Cindy Dainton, the coordinator of the Mansfield Senior Center for her help in scheduling the available room and appointments during the 10 week period, and the Mansfield Senior Center Associations for the use of the computers donated by the Computer Counsel.

The program served approximately 228 clients of which 137 were residents of the Town of Mansfield and the remaining 91 from surrounding towns. We were at Juniper Hill Village for one day to assist those who, due to mobility impairments, were unable to come to the Senior Center.

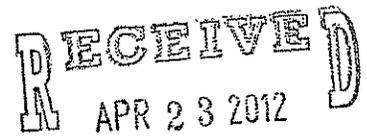
Of course this program would not be so successful weren't it for the volunteer tax counselors who give of their time both in preparing for the tax year by studying textbooks, going to seminars, and passing a test before being qualified to prepare returns, and doing the actuals returns themselves. I would like to thank Terry Brown, Claire Gates, Sandy Gallo, Roswell Hall, Zoe Leibowitz, Trudy Nicholls, & Rita Pollack for giving of their time to this vital program.

Sincerely,



Wilfred T. Bigl
Local Coordinator
AARP Tax-Aide Program

**PAGE
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April 18, 2012

Dear Town Council Members,

First we would like to thank you for all the work you have done on the school building project and for considering various options. As it seems to become clear that the most obvious option on the table is the construction of two new elementary schools, we are writing today to advocate for the Southeast School location to be chosen as one of the two building sites for the November referendum.

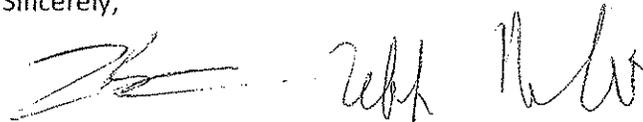
The Southeast site is an excellent location for one of our elementary schools for the following reasons:

- It is conveniently located off route 195 and is of easy access.
- A good, well-rounded education is what we all want for our children. Southeast School is located in an area that has terrific opportunities to expand the teaching environment outside of the classroom. Adjacent to the building is Mansfield Hollow State Park. Betsy Parker, the Southeast Physical Education teacher, takes students cross-country skiing in the state park as part of their PE program. Fourth Grade teachers and students use it for their soil study and the entire school community uses Mansfield Hollow during enrichment clusters as well as the opportunity for educators to take their classrooms on all of the nature trails surrounding the school. The Southeast running club uses the trails at Mansfield Hollow and they go as far as the dam on their weekly runs. Our son's 2nd grade class walked to Mansfield Hollow on a field trip to meet their Vinton penpals.
- Southeast school's location favors literacy. The proximity to the Mansfield Public Library is another benefit of the Southeast location. We at Southeast are still hoping that someday there will be a walkway between the school and the library as well as a connection to the bus route on 195. Even without the walkway, staff members have been able to determine a safe walking route through the Mansfield Hollow State Park and around the area housing to bring students on field trips to the library. We personally love the proximity to the library. It is so convenient to pick up our children and stop at the library after school.
- This location does not require an additional purchase of land in order to build new construction while simultaneously running the old school. This will lessen the tax burden and therefore make the project more appealing to a wide range of voters.
- Mansfield's Planning Department determined that there was no real potential commercial uses for the Southeast site. It makes sense to maintain it, as town owned property, specifically a school, because there are no plans to zone that area commercially. It may be difficult to sell this land for use as anything other than a school.
- Anchor Engineering has already tested the Southeast soils and found them to be suitable for a seven hundred and fifty student school. This is a great reason to build at this location because if the town were ever to need to expand one of the two new schools, we would already know that the Southeast site would allow for such an expansion.

- The location of the ball fields is yet another tic in the Southeast column. The PE teacher utilizes these fields and it allows students the opportunity to go out after school and practice right where they play. This has huge benefits for children in the after school childcare program that may not be able to make it to practice on time if they were not able to walk to the ball fields from their after school care. The fields are also used for enrichment clusters and bike club.
- Southeast school has a phenomenal playground, which is in great shape and attracts many families after school hours and on the weekends.

For all these reasons, Southeast is an excellent site for one of our elementary schools. We are so sure of it that we did not even realize that it may not be one of the potential new building sites. As it has now been brought to our attention that it is not the case, we felt the need to write about the many benefits of this site. Thank you for your time and consideration.

Sincerely,



Michele and Zeljko Boskovic

11 Michele Lane, Mansfield Center

(parents of a current kindergartner and a 4th-grader at Southeast school)

Section 5: Net Current Expenditures per Pupil

This section provides town by town Net Current Expenditures Per Pupil (NCEP), which has been a primary measure of per pupil spending in Connecticut for more than three decades. NCEP measures education expenditures with a couple of adjustments (as explained below) for all the students for which a town is fiscally responsible, regardless of whether the town operates its own school or tuitions its resident students to other districts/regions or private schools. However, there are towns which do not offer in-district middle- and secondary-level services. These towns either send these students to designated high schools in other towns or are members of regional school districts or interdistrict cooperatives. In such cases, these tuition and assessment costs are included in the town-based data, so that all 169 towns reflect prekindergarten through Grade 12.

The 2009-10 data have not been fully audited. The audits may result in changes in the data presented here.

ADM 2009-10

Represents the average daily membership (ADM) calculated from the October 2009 Public School Information System (PSIS), the Public School Information System – Supplemental Information Report (ED006S), and the 2009-10 End of Year School Report (ED001). ADM represents resident students adjusted for school sessions in excess of the 180-day/900-hour minimum, tuition-free summer school, full-time equivalent (FTE) prekindergarten pupils and participation in Open Choice. As a result of these adjustments, in many districts a fractional ADM number will be reported.

NCE 2009-10

Net current expenditures (NCE) are calculated as defined in Connecticut General Statutes Section 10-261(a)(3). NCE includes all current public elementary and secondary expenditures from all sources, excluding reimbursable regular education transportation, tuition revenue, capital expenditures for land, buildings and equipment, and debt service. Statute provides for the inclusion in NCE of the principal portion of debt service for NCE eligible items. For many districts, this represents debt incurred for certain minor school building repairs and roof replacements.

NCEP 2009-10

Net current expenditures per pupil (NCEP) represents NCE divided by ADM.

NCEP Rank

Each town is ranked between 1 (highest) and 169 (lowest) in NCEP.

Source: Connecticut State Department of Education



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

Item #17

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,
President

c: FMH Board members



University of Connecticut
Office of the President

RECEIVED
APR 24 2012

Susan Herbst
President

Item #18

April 18, 2012

Philip Lodewick, President
Mansfield Downtown Partnership
4 South Eagleville Road
P. O. Box 513
Storrs, Mansfield, CT 06268

Dear Mr. Lodewick:

Pursuant to the Bylaws of the Mansfield Downtown Partnership, I am reappointing Paul McCarthy for a three year term from July 1, 2012 through June 30, 2015.

Sincerely,

Susan Herbst
President

c: Paul McCarthy
Cynthia van Zelm
Elizabeth Paterson
✓ Matt Hart
Richard Orr

An Equal Opportunity Employer

Gulley Hall
352 Mansfield Road Unit 2048
Storrs, Connecticut 06269-2048

Telephone: (860) 486-2337
Facsimile: (860) 486-2627
e-mail: susan.herbst@uconn.edu

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May 6, 2012

J. A. Lent, Chair
Mansfield Republican Town Committee
P.O. Box 32
Mansfield, CT 06250

Dear Mr. Lent, *Tony*

I would like to thank the Mansfield Republican Town Committee for allowing me the honor of serving on the Mansfield Town Council. Since filling a vacancy on the council in June of 2009, I have learned about my town in depth, experienced first hand how local government and the political process work, and made many new friends.

However, due to my family's move to Minnesota at the end of June, I must regretfully resign from the council. The council meeting on Tuesday, May 29, 2012 will be my last meeting.

Thank you for the support the committee has given me over the years. I wish the Mansfield Republican Town Committee, my fellow councilors and my successor the best.

Sincerely,

Meredith Lindsey

Meredith Lindsey
72 Beech Mountain Road
Mansfield, CT 06250

cc: Elizabeth Paterson, Mayor
Matthew Hart, Town Manager

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From: tulay luciano [mailto:tulayluciano@yahoo.com]

Sent: Monday, March 05, 2012 8:11 PM

To: Carl Schaefer (Gmail Email); peter kochenburger; Paul M. Shapiro; Christopher R. Paulhus; Toni Moran; Elizabeth Paterson; Denise Keane; Meredith Lindsey; Bonnie Ryan

Cc: Town Mngr

Subject: School building choice

Item #20

March 5, 2012

Dear Town Council Members:

I would like to add these thoughts to my earlier email to you to **rescind your vote for two school buildings option:**

On Channel 13 last year, I watched you debating for hours and not being able to arrive at a consensus which neighborhood school should be eliminated. I do not blame you; for it is a very difficult decision to make.

During last year's public hearing, parents, teachers, and children appealed to you not to eliminate their schools.

There were others who pleaded to you not to demolish their schools; since they have precious memories of them and they wanted the future generations to keep those memories alive.

All of these appeals sum up the fact that schools are anchors of a community. It defines them. When taken away, the community loses its soul; it becomes subject to unwanted changes.

I urge you, please, listen to their pleas with sensitivity and do not take their schools away.

AND, PLEASE, DO NOT PIT ONE DISTRICT AGAINST ANOTHER!

Tulay Luciano

808 Warrenville Road

Mansfield Center, CT 06250

860.429.6612

4/23/2012

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TOWN OF MANSFIELD

Elizabeth Paterson, Mayor

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

April 24, 2012

Mr. Robert Stein
Chairman
Connecticut Siting Council
Ten Franklin Square
New Britain, Connecticut 06051

Subject: Proposed Interstate Reliability Project

Dear Mr. Stein:

On behalf of the Mansfield Town Council, I would like to thank you and your colleagues on the Connecticut Siting Council for coming to Mansfield and providing our residents and businesses with the opportunity to share their concerns regarding the proposed Interstate Reliability Project. As you are aware, the project proposed by Northeast Utilities represents a significant undertaking that will dramatically change the landscape that you had an opportunity to view on your tour this afternoon.

As referenced in our Town Manager's January 31, 2012 letter to Northeast Utilities, while the Town recognizes the need for the project itself, we do oppose the proposed route through eastern Connecticut for the following reasons:

- Inadequate consideration has been given to reasonable alternatives to the proposed project, particularly alternate routes such as Alternative C-1, which in following highway rights-of-way would have a less invasive impact on existing communities;
- Inadequate consideration has been 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 along the entire route through eastern Connecticut. In Mansfield, the proposed project would negatively impact property values for abutting businesses, private schools, childcare facilities and homes as a result of the visual impact, public perception regarding the safety of living or having schools and childcare facilities located near high voltage power lines, the general market reluctance to locate next to such facilities, and in the case of one business, the physical location of the proposed transmission line. While there is an existing transmission line in the corridor, the addition of a new line will only serve to amplify existing concerns and perceptions, whether or not they are substantiated by scientific evidence. As such, the power of perception and its impact on properties within the corridor cannot be understated. A map of existing land uses is attached for your reference (Exhibit A).

- The proposed project would reduce the functional value of existing and potential farmland due to the additional soil disturbance and associated construction and maintenance impacts;
- The proposed project would reduce the recreational value of Mansfield Hollow State Park and wildlife habitat through the proposed widening of the project corridor and clearing of vegetation; and
- The proposed project will have a detrimental impact to the rural character of the area without any compensating economic benefit.

Notwithstanding the above listed concerns, should the proposed route through eastern Connecticut be deemed appropriate by the Siting Council, there are several mitigation measures that would minimize the impact of the project on our community, our residents, and our businesses. Without such mitigation, the impacts to local properties will be substantial, including the potential loss of businesses. Therefore, we respectfully request that if the Siting Council finds the proposed route to be acceptable, such approval be conditioned on Northeast Utilities providing the following mitigation measures. (Note: these measures are listed in order from west to east along the corridor, not in order of priority.)

▪ **Relocation of Pole 39 (Highland Ridge Golf Range)**

The transmission line corridor currently runs through the Highland Ridge Golf Range located at 164 Stafford Road. Due to the layout of the driving range, the existing transmission line does not interfere with use of the range as it is located immediately adjacent to the golf tees and therefore any drives are hit well below the height of the line. However, the distance and location of the proposed transmission line from the tee area would present an obstacle if constructed as proposed. As the owner of the driving range owns adjacent property to the northwest of the transmission line corridor, he is willing to provide additional right-of-way in exchange for relocation of Pole 39. In its current design, the new transmission line follows the path of the existing line, which turns from an easterly to a northerly heading at existing pole 9038. If the proposed Pole 39 were relocated to be in line with Poles 38 and 40, instead of following the existing jog in the line, the operational impacts to the driving range would be eliminated (Exhibit B). This relocation would also reduce the length of the transmission line between Poles 38 and 40. Without the proposed pole relocation, the owner of the driving range has indicated that he will be forced to close the business due to the operational impacts presented by the proposed location of the transmission line.

In addition to the pole relocation, construction should be timed for off-season to minimize operational impacts on the driving range. Financial compensation for construction conducted during the golf season should be provided to offset operational impacts and loss of revenue due to construction.

- **Use of the Mansfield underground variation and a modified Mount Hope underground variation**
The application included two underground variations for Mansfield, one which extended from a point southwest of the Woodmont Drive cul-de-sac to a point west of Conantville Brook ('Mansfield Variation') and another which extended from a point north of the Sawmill Brook Lane cul-de-sac to a point northwest of the Hawthorne Lane cul-de-sac ('Mount Hope Variation').

After reviewing the two variations, we believe that it would be in the best interest of the town to have the Mansfield Underground variation implemented as described in the application, and to have the Mount Hope Underground Variation implemented with the following modifications (as shown in Exhibit C):

- Relocate the western terminus of the Mount Hope variation to a point west of Sawmill Brook Lane (between Poles 66 and 67) to minimize the impacts of the transmission line on that residential neighborhood.

- Relocate the eastern terminus to west of Route 195/Storrs Road (near Pole 71) to minimize impacts on farmland located east of Route 195.

As part of the implementation of any underground variation, transition stations should be designed using the smallest footprint possible to reduce the amount of clearing needed for the stations. Additionally, these stations should be screened from surrounding properties by mature vegetation.

The benefits offered by placing the proposed transmission line underground in these locations include:

- Reduction of electrical magnetic field concerns for surrounding residential areas;
- Significant reduction in the amount of vegetation that must be cleared;
- Elimination of the visual impacts of the second overhead transmission line; and
- Reduction in impacts to residential property values based on the other benefits noted.

Use of these variations is consistent with Section 16-50(p)(i) of the Connecticut General Statutes, which addresses undergrounding of new 345 kilovolt facilities:

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.

- **Use of EMF Best Management Practices Poles between Route 195 and Mansfield Hollow**
As noted above, the Town has recommended that the eastern terminus of the Mount Hope underground variation be moved to the west side of Route 195 to minimize impacts on the active farmland located east of 195. However, as the area between Route 195 and Mansfield Hollow contains childcare facilities as well as numerous homes, additional mitigation of EMF impacts is needed. Therefore, the Town recommends that the EMF Best Management Practices (BMP) Poles be implemented between the eastern terminus of the modified Mount Hope underground variation described above and Mansfield Hollow (Exhibit C).

The benefits offered by using EMF best management practices poles as described above include:

- Reduction of real and perceived electrical magnetic field concerns for surrounding residential areas and Green Dragon Day Care;
- Reduced impact to farmland soils located within the corridor due to monopole construction; and
- Significant reduction in the amount of vegetation that must be cleared.

- **Relocation of the Mount Hope Montessori School**
As noted previously, the public perception of the impacts of high voltage transmission lines can often be worse than the actual impacts. This is particularly true in the case of lines located near childcare facilities and schools. The Mount Hope Montessori School, located at 48 Bassetts Bridge Road, directly abuts the existing transmission line corridor. Due to its location on the northwest side of the existing line, the proposed transmission line would be located approximately 70 feet closer to the school than the existing line. Section 16-50(p)(i) of the Connecticut General Statutes includes a presumption that

the placement of a new overhead 345 kilovolt line adjacent to licensed school or childcare facility is presumed to be inconsistent with the purposes of state statutes regulating placement of transmission lines.

While undergrounding the lines is one option to address this inconsistency, in this particular location undergrounding would have significant impact on active agricultural uses. As such, the preferred alternative to mitigate impacts of the proposed line on the Mount Hope Montessori School is to relocate the school to another location in Mansfield, preferably within 5 miles of the University with areas for a playground and parking. Such relocation would eliminate any concerns regarding real and/or perceived EMF impacts. Without any mitigation, the future of the school is in doubt as some parents have already indicated that they would be reluctant to have their children attend school in that location if another high voltage transmission line is constructed in close proximity to the school. Relocation may also be a more cost effective option for Northeast Utilities than undergrounding.

▪ **Facilitation of a Land Transfer between Diane Dorfer/Green Dragon Daycare and Northeast Utilities**

Diane Dorfer is the owner of Green Dragon Daycare, which is a home daycare facility located at 87 Bassetts Bridge Road. The existing transmission line corridor runs across the rear half of the property and due to prevalence of ground shocks, the garden in that area of the property cannot be used by the children. Northeast Utilities has granted a license for Ms. Dorfer to use approximately 1 acre of property located along the east edge of her property; however, this license can be terminated at any time and requires Ms. Dorfer to maintain \$2 million in liability insurance. A longer term solution would involve a land swap between Ms. Dorfer and Northeast Utilities, which would transfer the rear portion of her property to Northeast Utilities in exchange for property abutting her lot along Bassetts Bridge Road, away from the transmission line corridor (Exhibit D). While we understand that this process may be complex due to a right of first refusal guaranteed to the Department of Energy and Environmental Protection (DEEP), such a land transfer would minimize the impacts of the project on the daycare facility and the residents of the property. Support of the land transfer from both Northeast Utilities and the Connecticut Siting Council may help to address DEEP concerns regarding a possible transfer.

▪ **Use of the Hawthorne Lane Alternative**

As proposed, implementation of the preferred alternative in the vicinity of the Hawthorne Park subdivision would result in the loss of the visual buffer currently screening the existing transmission line from the homes located to the north of the cul-de-sac. The affected homeowners have been working with Northeast Utilities for several years on an alternative that would shift both the existing and proposed lines to the south, allowing the existing mature trees and vegetated buffer to remain (Exhibit D). The Hawthorne Lane Alternative includes the relocation of the existing transmission line to the south, away from homes developed as part of the Hawthorne Park subdivision. As the preferred alternative would significantly degrade the properties located on the north side of the Hawthorne Lane cul-de-sac, the Town recommends that the Hawthorne Lane alternative be implemented in conjunction with the use of EMF BMP poles recommended above. To facilitate this alternative, the Town has amended an existing conservation easement to remove the area that would be crossed by the relocated transmission lines.

▪ **Use of Design Option 2 for Mansfield Hollow**

Due to the limited right-of-way through Mansfield Hollow (150 feet as compared to 300 feet elsewhere), Northeast Utilities included two design options in the application to reduce right-of-way acquisition and clearing through the Hollow. Use of Design Option 2 would eliminate the need for any additional right-of-way and restrict clearing required for the new transmission line to the existing

right-of-way. As this option is the least invasive, it should be required to protect the natural resources of the Hollow and minimize both the visual and physical impacts on the surrounding parkland and wildlife habitat.

• **Protection of Active Farmland**

As shown on the attached land use map and aerial photograph, the transmission route runs through active farmland. To minimize impacts on working farms, Northeast Utilities should be required to strictly adhere to various mitigation measures to minimize impacts on working farms. Such measures include but are not limited to: limiting construction to non-crop/harvest seasons, ensuring that any soils disturbed or compacted through the process are restored to pre-construction conditions, ensuring that erosion and sedimentation controls are installed and monitored during construction, minimizing use of herbicides and pesticides, and financially compensating farmers for impacts to crop production caused by project construction and maintenance activities.

• **Location of Construction Access Roads**

While the construction time frame will be limited, it is important to protect adjacent single-family homes from impacts. Therefore, construction access roads should be located as far from homes as possible. In particular, Volume 9, Mapsheet 9 identifies two construction access roads immediately adjacent to single family homes located at 87 and 107 Bassetts Bridge Road. Given the amount of property owned by Northeast Utilities in the immediate area, these access points could and should be relocated away from the homes. The home located at 87 Bassetts Bridge Road is also the location of Green Dragon Daycare, which makes it particularly vulnerable to construction noise.

In closing, I would like to thank you and your colleagues on the Siting Council for consideration of our concerns regarding the proposed project. On behalf of the Mansfield Town Council, I hope that you will give our requested mitigation serious consideration if you find the proposed route to be acceptable. We believe that the requested mitigation measures are the minimum necessary to minimize the impact of the project on our community. If you have any questions regarding these recommendations, please contact Linda M. Painter, Director of Planning and Development at (860) 429-3330 or painterlm@mansfieldct.org.

Sincerely,



Elizabeth C. Paterson
Mayor

Cc: Linda Roberts, Executive Director, Connecticut Siting Council
Anthony Mele, Northeast Utilities
State Senator Donald Williams
State Representative Gregory Haddad
United States Representative Joseph Courtney
Mark Paquette, Executive Director, Windham Region Council of Governments
Town Council
Planning and Zoning Commission
Conservation Commission
Agriculture Committee

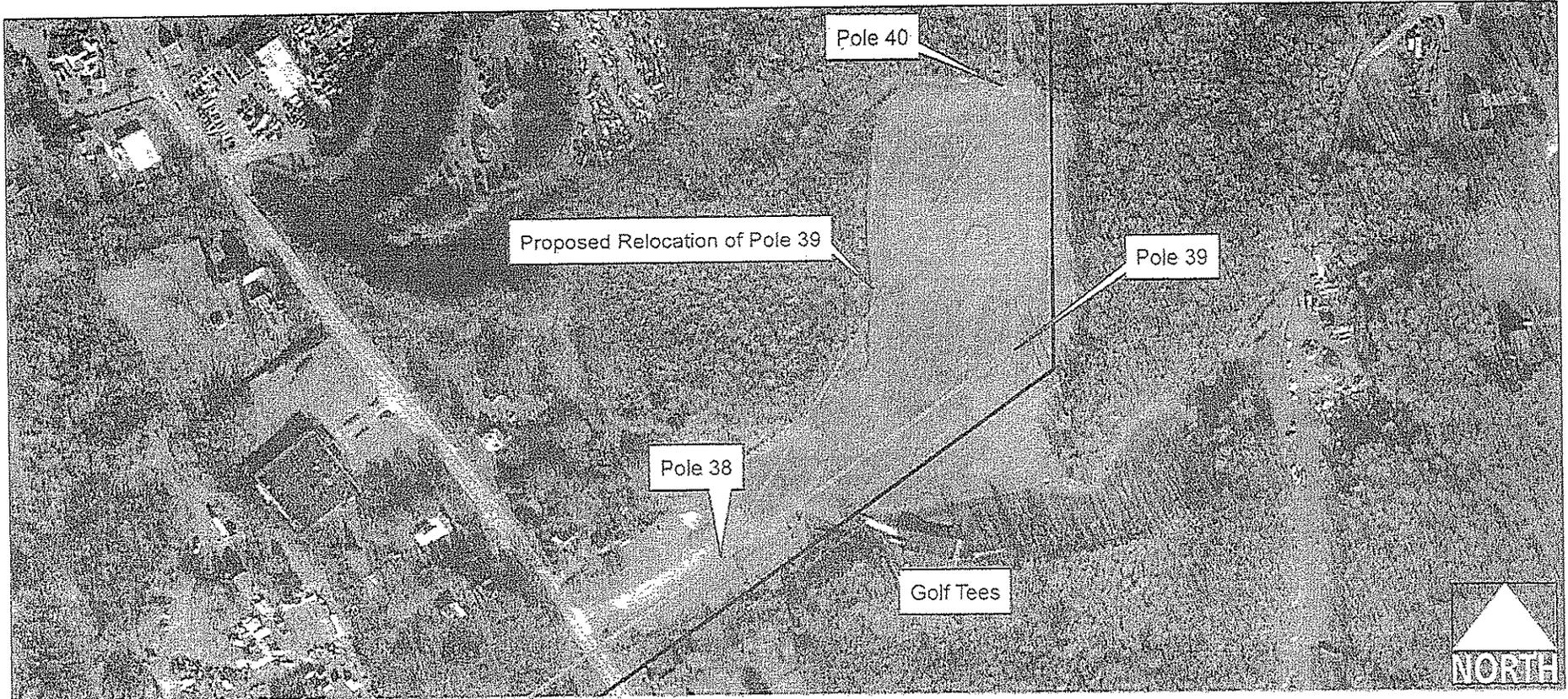


Mansfield Existing Land Use

(Based on Tax Assessor Data)

Legend

- | | | |
|--|--|---|
|  Residential |  Office, Commercial & Industrial Uses |  Water |
|  Agriculture |  Churches, Cemeteries, & Charitable Uses | |
|  Hospitals & Nursing Homes |  Transportation & Water Supply Infrastructure | |
|  Open Space, Forest, & Timber |  Town Boundary | |
|  Education |  Powerlines | |



Mansfield Mitigation-Highland Ridge

Legend

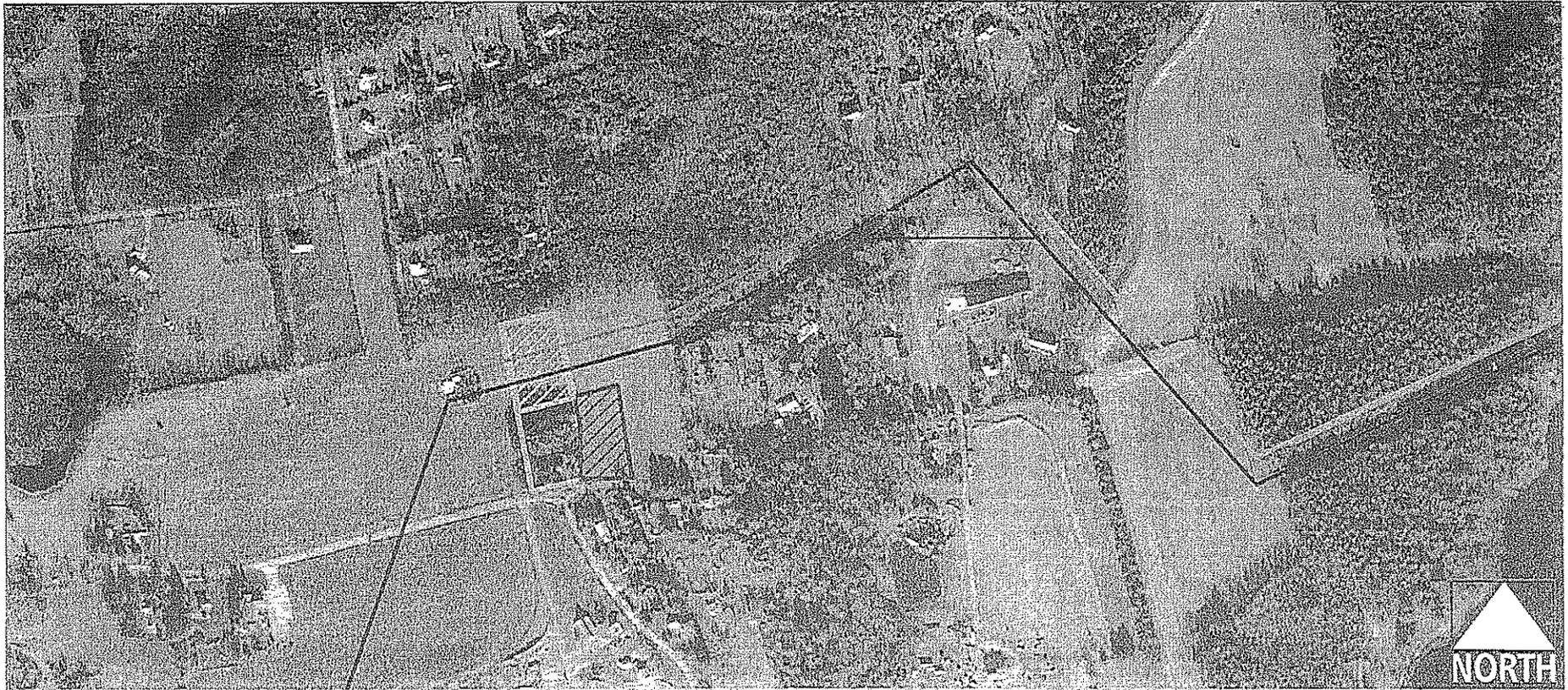
- Existing Powerlines
- - - - - Approximate Location-Proposed Transmission Line
- Approximate Location-Proposed Transmission Line



Mansfield Mitigation: Pole/Transmission Line Types

Legend

-  Existing Powerlines
-  Town Boundary
-  EMF Best Management Practices Poles (Monopoles)
-  H-Frame Pole Structures
-  Underground Transmission Lines
-  Mansfield Hollow-Design Option 2



Mansfield Mitigation-Green Dragon Daycare & Hawthorne Park

Legend

-  Green Dragon Daycare (Dorfer Property)
-  Green Dragon License Area (Owned by NE Utilities)
-  Proposed Land Swap Area (Dorfer)
-  EMF Best Management Practices Poles
-  Proposed Relocation of Existing Line-Hawthorne Park
-  Mansfield Hollow-Design Option2

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STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



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

Phone:

Item #22

April 13, 2012

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

Dear Mr. Hart:

Subject: State Project No. 474-0073
Construction of a Windham Regional Transit District Bus Facility
Mansfield

The Connecticut Department of Transportation's (Department's) Office of Engineering is developing plans for the construction of a bus facility on South Frontage Road adjacent to the commuter lot near Route 195 in Mansfield, as depicted on the enclosed location plan. The purpose of this project is to construct a new bus administration, repair, and storage facility for use by the Windham Regional Transit District (WRTD). WRTD currently operates out of an inadequate leased administration facility with outside bus storage on Ash Street in Willimantic.

The project involves the construction of two buildings. The first building will include 3,600 square feet for administrative offices and 4,330 square feet for vehicle repair bays. This building will be a single-story, steel-framed building with masonry and metal siding. The second building will include 14,626 square feet for enclosed vehicle parking. This single-story pre-engineered building will be metal sided. The project also includes site improvements and utilities to support the new buildings. A preliminary set of plans are enclosed.

The present schedule indicates that final design plans will be available in December 2012. The funding source (state, federal, or state/federal) has not been determined at this time.

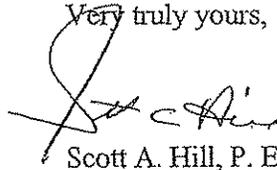
It is the Department's policy to keep the public informed when such projects are undertaken. It is important that the community share their concerns with us to assist in the project's development. Accordingly, the enclosed news release describing the proposed project is scheduled to be released shortly. If there is adequate interest, an informational meeting will be conducted. At this time, it is not anticipated that a formal public hearing will be necessary.

Mr. Matthew W. Hart

April 13, 2012

Members of my staff will be contacting you shortly to discuss this project. Should you or any of your constituents have any questions, or wish to assist us in this project, please contact me at the letterhead address.

Very truly yours,

A handwritten signature in black ink, appearing to read "Scott A. Hill". The signature is fluid and cursive, with a large initial "S" and "H".

Scott A. Hill, P. E.
Manager of Bridges and Facilities
Bureau of Engineering and
Construction

Enclosures

NEWINGTON, CT – The Connecticut Department of Transportation's (Department's) Office of Engineering is developing plans for the construction of a bus facility on South Frontage Road adjacent to the commuter lot near Route 195 in Mansfield. The purpose of this project is to construct a new bus administration, repair, and storage facility for use by the Windham Regional Transit District (WRTD). WRTD currently operates out of an inadequate leased administration facility with outside bus storage on Ash Street in Willimantic.

The project involves the construction of two buildings. The first building will include 3,600 square feet for administrative offices and 4,330 square feet for vehicle repair bays. This building will be a single-story, steel-framed building with masonry and metal siding. The second building will include 14,626 square feet for enclosed vehicle parking. This single-story pre-engineered building will be metal sided. The project also includes site improvements and utilities to support the new buildings.

The present schedule indicates that final design plans will be available in December 2012. The funding source (state, federal, or state/federal) has not been determined at this time.

It is the Department's policy to keep the public informed and involved when such projects are undertaken. It is important that the community share its concerns with us to assist in the projects development. If there is adequate interest, an informational meeting will be conducted. At this time, it is not anticipated that a formal public hearing will be necessary.

Anyone interested in receiving information on this project may do so by contacting Mr. Scott A. Hill, Manager of Bridges and Facilities, at (860) 594-3272 or by e-mail at scott.hill@ct.gov. Please make reference to the Construction of the Windham Regional Transit District Bus Facility.

-228-

MANSFIELD SALT SHED

ROUTE 2 (WESTBOUND)

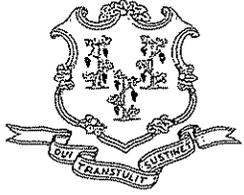
ROUTE 2 (EASTBOUND)

APPROXIMATE PROJECT
BOUNDARY (7.5 AC)

SOUTH FLOTHAM

COMPUTER
STATION 10

WINDHAM BUS FACILITY
PROJECT 474-0073
MANSFIELD, CT
3/2012



STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT

CC: Town Council
RECEIVED
MAY 03 2012

Item #23

May 1, 2012

Dear Chief Executive Officers and Assessors:

Pursuant to Section 10-261a(c) of the Connecticut General Statutes, we hereby notify you that the 2010 Equalized Net Grand List (ENGL) for your municipality has been computed and a copy is enclosed. We want to thank you and your staff for your cooperation during our preparation of the 2010 Sales/Assessment Ratio Study and Equalized Net Grand List.

As you know, the Equalized Net Grand List is an estimate of the one hundred percent (100%) value of all taxable property in a municipality. The sales/assessment ratios used to equalize your 2010 net real property grand list were calculated from all fair market sales of real property occurring between October 1, 2010 and September 30, 2011. The median ratio was used to produce the sales/assessment ratio for each property use class with three or more sales during the applicable period. In a use class with less than three sales, the total median sales/assessment ratio for all property classes was used to compute the equalized net assessment.

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

If you have any questions, please contact Shirley Corona of my staff at (860) 418-6221 or via e-mail at Shirley.corona@ct.gov.

Very truly yours,

A handwritten signature in black ink, appearing to read "W. David LeVasseur", with a long horizontal line extending to the right.

W. David LeVasseur
Acting Undersecretary

Enclosures

2010 EQUALIZED NET GRAND LIST

Mansfield

CLASSIFICATION	NET ASSESSMENT	RATIO	EQUALIZED
Net Residential:	733,656,580	72.67	1,009,572,836
Apartments:	45,656,450	72.67	62,827,095
Comm/Ind/Utilities:	84,165,810	39.46	213,293,994
Vacant:	5,926,340	75.12	7,889,164
LandUse:	1,300,530	70.00	1,857,900
TenMills:	1,750	100.00	1,750
Total Real Property:	\$70,707,460		1,295,442,739
Total Personal Property:	103,731,716	70.00	148,188,166
Total Grand List:	\$974,439,176		\$1,443,630,905

2010 NET GRAND LIST FOR ENGL CALCULATIONS

Mansfield

CLASSIFICATION

Residential	\$735,749,080	
Residential Exemptions	\$2,092,500	
Total Net Residential		\$733,656,580
Total Net Apartments		\$45,656,450
Com/Ind/Public Utilities	\$84,165,810	
Com/Ind/Pub Exemptions	\$0	
Total Net Commercial/Industrial/Public Utilities		\$84,165,810
Total Net Vacant		\$5,926,340
Total Net Land Use		\$1,300,530
10 Mills		\$1,750
Total Net Real Property		\$870,707,460
Personal Property	\$107,646,920	
Personal Exemptions	\$3,915,204	
Total Net Personal Property		\$103,731,716
Total Net Grand List		\$974,439,176

I have reviewed and accepted the above data which will be used for the 2010 ENGL calculations.

Signed _____ Date _____

Worksheet for 2010 Net Grand List

Mansfield

NET RESIDENTIAL

ADD Residential (100)	735,749,080
SUBTRACT Veterans (A)	1,340,000
SUBTRACT Veterans (C)	595,500
SUBTRACT Disabled (D)	130,000
SUBTRACT Blind (F)	27,000
SUBTRACT Individuals (L)	
SUBTRACT Phase-In (O)	
SUBTRACT Residential Fixed Assessments (Q)	
TOTAL NET RESIDENTIAL	\$733,656,580

ADD Apartment Buildings (800)	45,656,450
TOTAL NET APARTMENT	\$45,656,450

NET COMMERCIAL

ADD Commercial (200)	80,921,450
ADD Industrial (300)	2,127,790
ADD Public Utility (400)	1,116,570
SUBTRACT Economic and Developmental (G)	
SUBTRACT Farm and Mechanics (I)	0
SUBTRACT Renewable Energy Source (J)	
SUBTRACT Miscellaneous (Real) (M)	0
SUBTRACT Phase-In (P)	
TOTAL NET COMMERCIAL	\$84,165,810

ADD Vacand Land (500)	5,926,340
ADD Land Use (600)	1,300,530
ADD Ten Mill Land (700)	1,750
TOTAL NET REAL PROPERTY	\$870,707,460

ADD Motor Vehicles (01 thru 04, 08)	71,916,804
ADD Other Personal Property (9 thru 24)	34,712,027
ADD 25% Penalty (PP) (25)	1,018,089
SUBTRACT Veterans (A)	354,689
SUBTRACT Veterans (C)	57,664
SUBTRACT Disabled (D)	750,007
SUBTRACT Blind (F)	0
SUBTRACT Economic and Developmental (G)	
SUBTRACT Farm and Mechanics (I)	383,433
SUBTRACT Solar Energy/Pollution Control (J)	
SUBTRACT PP of Tax Exempt Institutions (K)	1,834,928
SUBTRACT Individuals (L)	
SUBTRACT Miscellaneous (M)	11,838
SUBTRACT Commercial Motor Vehicles (N) *	408,394
SUBTRACT Manufacturing & Biotech M&E (R) *	114,251
*(N) and (R) <i>Reimb. Repealed PA11-61 Sect. 189</i>	
SUBTRACT Energy Efficient Vehicles (S)	
TOTAL NET PERSONAL PROPERTY	\$103,731,716

TOTAL GRAND LIST **\$974,439,176**