



<p>7:00 PM: Ceremonial Presentation for Resigning Council Member</p> <p>7:15 PM: Ceremonial Presentation for Memorial Day</p>

**TOWN OF MANSFIELD
 TOWN COUNCIL MEETING
TUESDAY, May 29, 2012
 COUNCIL CHAMBERS
 AUDREY P. BECK MUNICIPAL BUILDING
 7:30 p.m.**

AGENDA

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ROLL CALL	
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**FUTURE AGENDAS
EXECUTIVE SESSION
ADJOURNMENT**

SPECIAL MEETING – MANSFIELD TOWN COUNCIL
May 8, 2012
DRAFT

Mayor Elizabeth Paterson called the special meeting of the Mansfield Town Council to order at 9:05 p.m. in the Auditorium of the Mansfield Middle School

I. ROLL CALL

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

II. TO SET THE MILL RATE FOR FISCAL YEAR 2012-2013

Mr. Ryan moved and Ms. Moran seconded the following resolution:

BE IT RESOLVED: That the Tax Rate for the Town of Mansfield for Fiscal Year 2012-2013 be set at 27.21 mills, and 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 than such taxes shall be due and payable July 1, 2012 and January 1, 2013.

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

III. ADJOURNMENT

Mr. Paulhus moved and Mr. Shapiro seconded to adjourn the meeting at 9:08 p.m.

Elizabeth Paterson, Mayor

Mary Stanton, Town Clerk

April 9, 2012

REGULAR MEETING – MANSFIELD TOWN COUNCIL

May 14, 2012

DRAFT

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

I. ROLL CALL

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

II. APPROVAL OF MINUTES

Mr. Paulhus moved and Ms. Moran seconded to approve the minutes of the April 23, 2012 special meeting. The motion passed by all except Mr. Kochenburger who abstained. Mr. Paulhus moved and Mr. Shapiro seconded to approve the minutes of the April 23, 2012 regular meeting as amended. The motion passed by all except Mr. Kochenburger who abstained.

III. PUBLIC HEARING

1. License Request: Common Fields at Bassetts Bridge Road

The Town Clerk read the legal notice. Town Manager Matt Hart presented a brief overview of the proposal noting other Town boards and commissions are still reviewing the license request.

Michael Healy, Storrs Road and licensee applicant, stated the PZC is reviewing the proposal. Mr. Healy needs the additional parking area in order to have sufficient parking space to support the business and stated the parking area under discussion would be used only when the facility is at full capacity.

Mayor Paterson commented she and Councilor Moran walked the area and could not see any problems with occasional use.

IV. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Alison Hilding, Southwood Road, urged the Council to consider changing the method of voting used at Town Meetings and going directly to referendum. Ms. Hilding's elderly father had difficulties navigating the drive due to the time of day.

Jessica Higham, Adeline Place, spoke in support of the proposed Community Playground which would encourage families to interact. A recently conducted survey of 2000 residents indicated citizens believe the parks need improvements and would like more places to get together. Ms. Higham's daughter, Ashland, stated the playground would give kids the gift of play and happiness.

Kelly Santasiere, Blake Lane, spoke in support of the proposed Community Playground and urged Council members to support the need for additional land. Her daughter, Emma, a member of the Children's Playground Committee, stated the playground would allow families to play and build memories.

Sara Anderson, Ellise Road and Coordinator of the Community Playground effort, reported the group had a very successful Mansfield Community Playground Design Day with input from students and parents. The group also began their fund raising efforts.

V. REPORT OF THE TOWN MANAGER

In addition to his written report the Town Manager offered the following comments:
A tentative Council workshop regarding water supplies has been set for July 12, 2012. It is uncertain whether or not the EIE will be completed by then but members felt, given the magnitude of the subject, there will be plenty of issues to discuss even without the EIE. Concerns about a possible kennel on Stonemill Road are being reviewed by PZC and noise issues at the same location have been referred to the staff.

May 14, 2012

Traffic concerns on Willowbrook Road were discussed at the last Traffic Authority meeting. Many residents were in attendance and efforts to alleviate potential impacts will continue to be addressed.

Mr. Kochenburger commented on the video streaming of Town Council meetings and thanked staff for making this happen. The video streaming will be for all Council regular and special meetings which are held in locations which have access.

Ms. Moran requested the Council add Electronic Town Meetings to a future agenda to discuss the possibility of online voting.

VI. REPORTS AND COMMENTS OF COUNCIL MEMBERS

Mr. Paulhus attended the Opening Day for Little League, at which the Mayor threw out the first pitch.

Mr. Ryan suggested discussing the possibility of convening a Charter Revision Commission in the fall.

VII. OLD BUSINESS

2. Community/Campus Relations

Sgt. Cournoyer spoke to the approach taken in planning for this year's non-Spring Weekend which included the collaborative efforts of not only the Town and UConn but also students and landlords. Sgt. Cournoyer stated education and reasonable behavior were stressed in the outreach opportunities. The Neighborhood Nuisance Ordinance has also been a good tool. To date the Town has issued 59 violations with just 1 repeat offender.

3. Mansfield Community Playground

Mr. Paulhus moved and Ms. Moran seconded, 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.

The Town Manager has had preliminary discussions with UConn regarding possible additional land which, if needed, may take the form of a license. The motion passed unanimously.

4. Fiscal Year 2012-2013 Mill Rate

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

Motion passed unanimously.

5. Storrs Center Update

Town Manager Matt Hart presented a construction update on the project. Mr. Hart reported he has not heard from the CT Department of Labor regarding any substantiated claims concerning illegal workers or lack of documentation. It is his understanding if investigations are not substantiated there is no report issued. Mr. Hart is planning to have additional conversations with the Department.

Repairs as a result of the recent water main break will be paid for by the contractor.

6. Utility Easement – North Section of the New Village Street in Storrs Center

Ms. Moran moved and Mr. Paulhus seconded to approve the following resolution:
RESOLVED, that Matthew W. Hart, Town Manager, be, and hereby is authorized to sign the 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

May 14, 2012

Condominium and Town of Mansfield Dog Lane Connector & Village Street North Mansfield, Connecticut" (Easement Plan CL&P File No. E2029).
Motion passed unanimously.

VIII. NEW BUSINESS

7. Quit Claim and Temporary Easement on Dog Lane, Quit Claim for unneeded Sidewalk Easement in Storrs Center

Ms. Moran moved and Mr. Paulhus seconded to approve the following resolution: RESOLVED, that Matthew W. Hart, Town Manager, be, and hereby is authorized to sign the 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.

Motion passed unanimously.

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)

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

Motion passed unanimously.

9. Rental Fee for Mansfield Downtown Partnership Office Space

Mr. Ryan moved and Mr. Paulhus seconded, 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.

May 14, 2012

Ms. Lindsey requested the term "lease" in the last sentence be changed to 'license.'" Accepted as a friendly amendment the motion passed unanimously.

10. Parking Management Agreement between the Town of Mansfield and Leyland Storrs LLC

Mr. Shapiro moved and Mr. Paulhus seconded 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.

Following extensive discussion regard the draft Parking Management Agreement, Council members agreed the following issues should be reviewed:

- Section 11 (C) (2) - Strike the second sentence beginning with "Except as may be required..."
- Section 11 (C) – Review the mandatory requirement for arbitration if mediation is not effective.
- Section 9 – Discuss the hold harmless stipulation with respect to attorneys' fees.
- Section 7 (E) – Discuss the waving of consequential damages.
- Section 5 (A) (2) – Define major and routine maintenance and repairs with more specificity.
- Section 10 – Include the signatory operator, Leyland Storrs LLC, as part of the address given for the Operator.
- Section 4 (P) – Review the need for annual audit reports.

Ms. Moran moved and Ms. Lindsey seconded to table the motion until the next meeting. Motion passed unanimously.

Ms. Moran requested charts identifying the parties/subsidiaries and financial funds included in this agreement showing connections and providing definitions for these entities.

11. Financial Statements Dated March 31, 2012

Chair of the Finance Committee Mr. Ryan moved, effective May 14, 2012, to accept the Financial Statements Dated March 31, 2012.

Motion passed unanimously.

12. Appointment of Auditor to Conduct Financial Audit for Fiscal Year 2011/2012

Mr. Ryan moved and Mr. Paulhus seconded, effective May 14, 2012 to appoint Blum Shapiro & Company, PC to conduct the Town's Annual Financial Audit for Fiscal Year 2011/12.

Motion passed unanimously.

13. Intertown Capital Equipment Purchasing Incentive (ICE) Program

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

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).

Motion passed unanimously.

IX. DEPARTMENTAL AND COMMITTEE REPORTS

No comments offered.

X. REPORTS OF COUNCIL COMMITTEES

Mr. Kochenburger, Chair of the Nominating Committee offered the following recommendations:

Jane Gonzalez to the Human Service Advisory Committee as a Citizen Representative.

May 14, 2012

Daniel Vitullo as the Student Representative to the Parks Advisory Committee, as vacated by Ethan Avery.

Noah Lerman to the CATV Advisory Committee as the Library Representative.

The following recommendations to the Beautification Committee:

Isabelle Atwood for a term ending 6/30/2015,

Brian Krystof for a term ending 6/30/2014,

Patricia Maines for a term ending 6/30/2015,

Jennifer Thompson for a term ending 6/30/2013,

Frank Trainor for a term ending 6/30/2013,

Carol Enright for a term ending 6/30/2014,

Richard Norgaard for a term ending 6/30/2014.

Bryan Kielbania to fill the remaining portion of Ed Wazer's term on the Agricultural Committee.

The motion to approve the recommendations passed unanimously.

Mr. Ryan, Chair of the Finance Committee, reported on the Committee's discussion regarding using the 1% provision in the Town Charter for the Four Corners Water and Sewer Project.

Mr. Ryan, Chair of the Ad Hoc Committee on the Naming of Streets and Building, reported the Committee has received over 40 suggested names and will have recommendations prior to July 1, 2012.

Ms. Moran reported the Ad Hoc Committee on Agricultural Tax Abatements will have a number of options for Council consideration.

Ms. Moran also reported the Community Quality of Life Committee met recently and reviewed the Committee's work to date. If no additional tools are required by staff the Committee will meet a couple more times and then decide whether to recommend the Committee's disbandment.

XI. PETITIONS, REQUESTS AND COMMUNICATONS

14. W. Bigl re: AARP Tax Aide Program
15. M. Boskovic (4/18/12)
16. D. Freudman (4/23/12)
17. Friends of Mansfield Hollow re: Interstate Reliability Project
18. S. Herbst re: Reappointment to the Mansfield Downtown Partnership Board of Directors
19. M. Lindsey re: Resignation from the Mansfield Town Council
20. T. Luciano re: School Building Choice
21. E. Paterson re: Proposed Interstate Reliability Project
22. State of Connecticut Department of Transportation re: Construction of Windham Region Transit District Bus Facility
23. State of Connecticut Office of Policy and Management re: Equalized Net Grand List

XII. FUTURE AGENDA

Mr. Ryan suggested the proposal regarding free Community Center membership for all residents be discussed at a future meeting.

Mr. Kochenburger suggested the Council invite the new librarian to a meeting to discuss new initiatives and ideas.

XIII. ADJOURNMENT

Mr. Paulhus moved and Mr. Shapiro seconded to adjourn the meeting at 10:06 p.m.
Motion passed unanimously.

May 14, 2012

Elizabeth A Paterson, Mayor

Mary Stanton, Town Clerk

May 14, 2012

PAGE
BREAK



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MH*
CC: Maria Capriola, Assistant to Town Manager; Linda Painter, Director of Planning and Development; Jennifer Kaufman, Parks Coordinator
Date: May 14, 2012
Re: License Request, Common Fields at Bassetts Bridge Road

Subject Matter/Background

Mr. Michael Healey of Healey & Associates, LLC, has submitted a request to license the portion of the property known as the Common Fields at Bassetts Bridge Road for use as occasional overflow parking associated with a proposed banquet/conference facility at 476 Storrs Road. If the license request is approved, Mr. Healey would re-grade the property and connect the existing gravel drive to the parking lot on his property. The parking area would be maintained as a grass lawn; no paving is proposed. Furthermore, as part of any license approval, Mr. Healey would be required to maintain the property. (A site plan depicting the license area and proposed improvements is attached.)

In reviewing Mr. Healey's request, the Town has completed the following activities in accordance with Section II(D)(2) of the *Planning, Acquisition and Management Guidelines for Mansfield Open Space, Park, Recreation, Agricultural Properties and Conservation Easements*:

- held a public hearing on May 14, 2012;
- referred the request to the Planning and Zoning Commission (PZC) for review pursuant to Connecticut General Statutes §8-24; and
- referred the request to the Open Space Preservation, Agriculture and Parks Advisory Committees for review, as the site is located on a Town-owned park and is adjacent to an active agricultural operation on Town property.

The PZC reviewed the request at its April 2, 2012 and May 7, 2012 meetings and adopted the following recommendation:

The proposed license of a portion of the Common Fields is consistent with the Plan of Conservation and Development provided appropriate conditions are placed on the license. While this recommendation is limited to the license request and shall not obligate the Commission to

approve any future special permit request for a banquet facility at 476 Storrs Road, it is further recommended that the final license agreement not be drafted or executed until such time as the PZC has completed its review of the anticipated special permit to ensure that any conditions imposed through the special permit process are incorporated into the license agreement, including but not limited to: maintenance obligations, improvements, limitations on frequency/time of use, and maintenance of public access to the pathway at all times.

The Agriculture, Open Space Preservation and Parks Advisory Committees held a joint special meeting on May 22, 2012 to review the proposed license request. The committees recommended that the Town Council approve the license subject to the following conditions:

- *Given that the plan shows parking for approximately 16 cars, the license area should be reduced to a width of 30 feet by 200 feet with minimal additional space added to allow appropriate access to the parking;*
- *The area east of the access road and the access road be removed from the license area (but the road may be used by the licensee to access the overflow parking);*
- *The road remain clear and open at all times to allow for foot traffic and the passage of farm equipment;*
- *Maintenance and repair of the portion of the road that is used to access overflow parking area shall be the responsibility of Mr. Healey;*
- *All maintenance and repair shall be approved by appropriate Town staff and referred to Town boards and committees, as deemed appropriate by staff;*
- *The Town defines how the road and licensed area shall be used in inclement weather to avoid unnecessary damage to the road and the license area; and*
- *The parking area shall remain grass and not be paved at any time.*

The Conservation Commission reviewed the license request at their March meeting. Excerpts of those minutes are as follows:

- **March 2012 - 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.

In addition to the procedural requirements described above for the proposed lease of town-owned property, Section II(D)(2) of the *Planning, Acquisition and Management Guidelines* prescribes the following:

In general, it is the Town's policy to lease only Town-owned agricultural lands. In the rare instance when the town agrees to lease other Town-owned land to a private party, clear benefit to the Town must be demonstrated.

In this particular instance, the proposed license would support the restoration of a barn that is part of the historic landscape and scenic vistas in Mansfield Center, directly adjacent to the town park at the Commonfields. Additionally, the license would promote economic development by supporting a proposed banquet venue that has the potential to spin-off business to other local merchants such as catering, lodging, floral and other services that support the banquet industry.

Financial Impact

The proposed license is expected to be revenue neutral as maintenance of the property would be transferred from the current agricultural lessee to the proposed licensee (Mr. Healey).

Legal Review

No legal review is required at this time. If the license request is approved, Mr. Healey will be required to draft a license for review and approval by the Town Attorney.

Recommendation

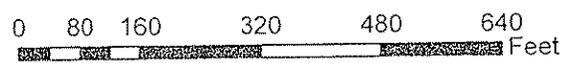
Based on the comments received during the public hearing and the recommendations provided by the PZC, the Conservation Commission, the Agriculture Committee, the Open Space Advisory Committee and the Parks Advisory Committee, staff recommends that the Council approve the license request.

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

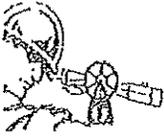
Move, to authorize the Town Manager to execute a license agreement to permit Mr. Michael C. Healey's use of a portion of the Common Fields at Bassetts Bridge Road for use as overflow parking in conjunction with Mr. Healey's adjacent banquet use. Such license shall not be drafted or executed until the Planning and Zoning Commission has reviewed and approved a special permit request for a banquet hall/assembly venue at 476 Storrs Road. The license agreement shall incorporate any conditions required by the Planning and Zoning Commission as part of the special permit process, including but not limited to: the final size/boundary of the license area, frequency of use, requirements regarding public access, and maintenance of both the license area and the access road. Such license may be terminated by the Town at any time, at the discretion of the Town Manager with the approval of the Town Council.

Attachments

- 1) Location Map
- 2) License Request
- 3) Proposed site/grading plan
- 4) PZC re: Healey License Request at Common Fields
- 5) Planning, Acquisition and Management Guidelines for Mansfield Open Space, Park, Recreation, Agricultural Properties and Conservation Easements



-  Healey Property (476 Storrs Road)
-  Proposed License Area (Approximate)



HEALEY & ASSOCIATES, LLC

P.O. Box 557, Mansfield Center, CT 06250 Ph: 860-456-4500 Fax: 860-456-4501

February 23, 2012

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

Re: Healey Property at 476 Storrs Road, Mansfield Center, Connecticut
The Common Fields

Dear Mr. Hart:

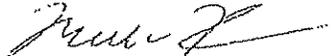
This letter is to serve as a request for license to use a small portion of the Town owned property adjacent to the referenced 476 Storrs Road property (hereinafter "Healey Property") in accordance with the enclosed plan for your review. The use would be to provide overflow parking in conjunction with the development of the barn as a banquet facility. The proposed license and use is contingent upon Town approvals from both the Inland Wetland Commission and the Planning and Zoning Commission.

The area of overflow parking is consistent with the area traversed in our site walk last year that was attended by yourself, Greg Padick, Linda Painter, Lon Hultgren, Mark Kiefer and Jennifer Kaufman. The proposed parking area would be used occasionally in conjunction with banquets that exceeds our proposed parking capacity.

The proposed application includes a request to construct and maintain a manicured lawn parking area in which minor site grading would be required. The license would include provisions that the Healey's would be responsible for maintenance of the licensed area and that the license is revocable by the Town.

At this time we seek your support and recommendation of this plan. If you have any questions or require further documentation please do not hesitate to contact Michael C. Healey @ (860) 456-4500 or (860) 377-9901. Thank you for your consideration of this matter.

Respectfully submitted,


Michael C. Healey



**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: Wednesday, May 09, 2012
Re: 8-24 Referral; 8-24 Referral Re: Healey License Request at Common Fields

At a meeting held on 5/7/12, the Mansfield Planning and Zoning Commission adopted the following motion:

“that the PZC notify the Town Council that the proposed license of a portion of the Common Fields is consistent with the Plan of Conservation and Development provided appropriate conditions are placed on the license. While this recommendation is limited to the license request and shall not obligate the Commission to approve any future special permit request for a banquet facility at 476 Storrs Road, it is further recommended that the final license agreement not be drafted or executed until such time as the PZC has completed its review of the anticipated special permit to ensure that any conditions imposed through the special permit process are incorporated into the license agreement, including but not limited to: maintenance obligations, improvements, limitations on frequency/time of use, and maintenance of public access to the pathway at all times.”

Planning, Acquisition, and Management Guidelines, Mansfield Open Space, Park, Recreation, Agricultural Properties and Conservation Easements

(Approved by Mansfield Town Council Nov. 13, 1995, revisions approved Aug. 25, 1997 and August 24, 2009)

Background

This document serves to guide the Town of Mansfield as it plans, acquires and manages the following:

- Open space, park, and recreation areas
- Agricultural properties
- Open space acquired as a result of subdivision, as appropriate
- Conservation easements

I Planning

- A. The Planning and Zoning Commission (PZC) has a statutory responsibility to periodically review and update the Town's Plan of Conservation and Development (POCD), including open space, recreation and agricultural elements. Appendix J of the 2006 POCD contains a listing of Significant Conservation and Wildlife Resources. Appendix K contains the Open Space Acquisition Priority Criteria. These pertinent sections of the POCD are contained in **Attachment A**.
- B. The Town Council, Conservation Commission, Agriculture Committee, Open Space Preservation Committee, Parks Advisory Committee, Recreation Advisory Committee, Historical Society, various staff members and the public shall directly assist the PZC with its review and updating of the POCD. Interim studies and reports shall be encouraged on specific areas of Town and on various aspects of local goals to promote recreational opportunities and to protect and enhance valuable natural, agricultural or historic resources.
- C. The PZC and Inland Wetland Agency periodically shall review and update land use regulations to help implement community goals and objectives regarding the protection and enhancement of natural, agricultural, historic and recreational resources.
- D. The Town Council shall consider on an annual basis the allocation of funds and taxation policies to help implement community goals regarding the protection and enhancement of natural, agricultural, historic and recreational resources.

II Acquisition

A. Planning and Zoning Commission/Inland Wetlands Agency (IWA) Application/Approval Process

The Town Manager is authorized to receive for the Town any open space/conservation easement acquisition approved by the PZC/IWA application process. However, in the event that the Town Council disagrees with PZC/IWA recommendation for the proposed acquisition, the Town Manager is not authorized to accept the acquisition without specific Town Council authorization.

Before acting however, the Town Council will provide PZC/IWA the opportunity to justify their recommendation.

1. The procedure for reviewing open space/conservation easement acquisitions associated with the PZC application/approval process is detailed below.
2. Proposed open space/conservation easements associated with the PZC application/approval process shall be referred for comment to the Open Space Preservation Committee, the Town Council, the Conservation Commission, and as appropriate, the Parks Advisory Committee, the Recreation Advisory Committee, and the Agriculture Committee.
3. Proposed open space/conservation easements associated with the PZC application/approval process shall be evaluated by taking into account site and neighborhood characteristics, the proposed development layout, natural, historic, cultural and scenic resource information, and priority criteria contained in Mansfield's POCD and regulatory provisions.
4. Comments from committees shall be forwarded to the PZC/IWA and the Town Council. As deemed necessary, the PZC/IWA and/or the Town Council may obtain expert advice to address management concerns and potential liabilities.
5. Any Town Council comments or recommendations, including any obtained expert advice, shall be forwarded to PZC/IWA in association with the application review process.
6. If a public hearing is held as part of the PZC/IWA application process, committee and Town Council comments shall be submitted prior to the close of the public hearing.

B. Other potential open space acquisitions

1. Step I-Committee Reviews

In response to a Town Council or staff referral or a committee initiative, the Open Space Preservation Committee shall conduct preliminary reviews of potential acquisitions and/or conservation easements. Potential acquisitions shall be evaluated based on resource information and priority criteria contained in Mansfield's POCD. As deemed appropriate, property owners shall be contacted, sites shall be visited and the Town's other land use commissions and committees shall be consulted. Available properties worthy of further consideration shall be referred to the Town Council with a background report. Said report shall identify important site characteristics and potential benefits. In addition, potential liabilities and management concerns, including anticipated maintenance and improvement costs, shall be noted.

2 Step II-Town Council Review

The Town Council shall review the Open Space Preservation Committee report, In instances where deemed necessary to maintain the confidentiality of the transaction, the Open Space Preservation Committee report shall be discussed in executive session. As deemed appropriate, the Town Council shall take a field trip to the site. Where multiple properties are being reviewed, the Town Council may schedule a meeting (in executive session when necessary) with the Open Space Preservation Committee to consider priorities.

3.. Step III-Negotiations, Grant Applications

After evaluation of site characteristics, potential benefits and management needs, the Town Council shall authorize the Town Manager to begin preliminary negotiations with property owners of land deemed suitable for further consideration. If appropriate, and if grant funds are available, the Town Manager shall direct staff to complete a grant application to subsidize the purchase of the identified property.

4. Step IV-Appraisals, Consultants

Depending on preliminary negotiations, the Town Council may authorize the Town Manager to hire a real estate appraiser to prepare an opinion of value or appraisal report for potential properties or portions of said property. In addition, the Town Council may authorize the Town Manager to retain other expert advice to inform the Council on other management concerns and/or potential liabilities.

5 Step V-Purchase Agreements

Subject to Town Council authorization, the Town Manager may negotiate and execute purchase agreements for potential acquisitions. Said purchase agreements shall be conditional upon final approval by the Town Council, following a Public Hearing. As appropriate, the Town Manager may utilize specialists, such as the Trust for Public Land, to negotiate and facilitate agreements.

6. Step VI-Public Hearing

The Town Council shall hold a Public Hearing to receive public comment regarding a proposed purchase. Prior to the Public Hearing, neighboring property owners shall be notified by staff and, in situations where a referral has not yet taken place, the proposed purchase shall be referred to the PZC pursuant to Section 8-24 C.G.S.

7.. Step VII-Town Council Vote

Following the Public Hearing, the Town Council shall vote on whether to acquire the subject property.

8 Step VIII-Property Preparation

After the Town Council votes to acquire the property, and before a management plan is approved, Town Staff, relevant committee members and other volunteers shall take appropriate

steps to prepare the property for Town ownership. These steps may include, but are not limited to:

- Gathering information from abutters regarding management issues/concerns
- Creating safe access
- Surveying land and marking boundaries, if appropriate
- Developing a map including boundary information, existing notable features such as trails, waterways, buildings and vistas

C. Sale of Town-owned Properties

In general, it is the Town's policy not to sell land or conservation restrictions acquired by the Town through purchase, donation or as a result of a PZC/IWA subdivision application process. In some instances, a deed restriction may prevent the Town from selling Town-owned land. In the unusual instances where Town lands and easements may be transferred to private ownership, clear benefit to the Town must be demonstrated. In these instances, the Town Council shall refer the property to PZC pursuant to Section 8-24 of the Connecticut General Statutes, and hold a Public Hearing to receive public comment regarding the proposed sale. In addition, staff shall notify neighboring property owners of the proposed sale.

D. Leasing of Town-owned Properties

1. **Agricultural Land**

The policy goals of the Town 2006 POCD encourage sustainable agricultural land use, and the conservation and preservation of Mansfield's agricultural resources (p.4). For this reason, when the Town acquires farmland or land with prime agriculture soils, it is Town policy that this land be actively farmed. When the Town initiates an agricultural lease of Town property, there shall be a formal "Request for Agricultural Services." The Town shall publish a legal notice requesting sealed proposals no less than 10 days prior to the date the proposals are due. The Town Manager, with advice from the Agriculture Committee, shall be responsible for selecting the services rendered and for monitoring the leases. A sample lease for Town-owned agricultural land is contained as **Attachment B**.

2. **Other Land**

In instances where an individual requests to lease Town-owned property, this request shall be referred to the Open Space Preservation Committee and any other relevant committee to review. In general, it is the Town's policy to lease only Town-owned agricultural lands. In the rare instance when the Town agrees to lease other Town-owned land to a private party, clear benefit to the Town must be demonstrated. In these instances, the Town Council shall refer the property to PZC pursuant to Section 8-24 of the Connecticut General Statutes, and hold a Public Hearing to receive public comment regarding the proposed lease. In addition, staff shall notify neighboring property owners of the proposed lease.

III Managing Town Parks, Preserves, Open Space and Agricultural Land

A. Step I-Management Plan Assignments

The Town Manager, with the advice of committees and Town staff, shall assign the support role of a draft management plan to the appropriate Town staff, with input from appropriate committees.

As a general rule, the preparation of a draft management plan shall be a coordinated effort involving the Conservation Commission, Agriculture Committee, Parks Advisory Committee, Recreation Advisory Committee, Open Space Preservation Committee, Town staff, and, as appropriate, the PZC, Inland Wetland Agency and Beautification Committee. Responsibility for preparing a written draft management plan will be as follows:

- 1) The Conservation Commission shall provide input for draft management plans for undeveloped open space areas;
- 2) The Agriculture Committee shall provide input for draft management plans for properties with existing or proposed agricultural or horticultural uses;
- 3) The Parks Advisory Committee shall provide input for draft management plans for existing or proposed park areas with trails, community gardens or other recreational facilities;
- 4) The Recreation Advisory Committee shall provide input for draft management plans for properties with existing or proposed playgrounds or athletic fields.
- 5) The Open Space Preservation Committee shall provide input for draft management plans for properties with special characteristics reviewed during the acquisition process.

B. Step II-Drafting the Management Plan

1) Format

Management plans shall be prepared utilizing the general format contained in **Attachment C**. Each plan shall summarize the information gathered and presented during the acquisition process. In addition, the management plan shall document important site characteristics, concerns, and goals for the use of the property as well as recommended management and monitoring actions.

2) Invasive Species

Pursuant to Mansfield's Non-Native Invasive Species Policy (included as **Attachment D**) adopted on the staff level after briefing the Town Council at their 11/22/04 meeting, management plans shall include the development and implementation of an invasives control plan and prohibit the use of species banned by Public Act 04-203 of the State of Connecticut, with any subsequent revisions.

3) Fiscal Notes and Budget Considerations

Fiscal notes estimating the costs associated with managing the property shall be included as an attachment to the management plan. These fiscal notes shall serve to guide the Town Council and committee members as to *estimated* projected costs associated with implementing the management plan. More precise cost estimates shall be prepared annually for budget consideration by the Town Manager and Town Council as part of the annual Capitol Improvement Budget. When available, sources of grant assistance shall be investigated and

grant applications shall be prepared by staff to implement goals and objectives stated in the management plan.

4) Naming the Property

The proposed name of the property shall be included in the draft management plan. In general, the Town of Mansfield shall name properties after a significant natural or historic feature. In some instances, it shall be deemed appropriate by the advisory committees, the Town Council, the PZC or staff to name a property in a different manner. Naming of properties after a person shall be limited to those properties that have been donated to the Town or made a specific condition of acquisition. In all cases, the Town Council, with advice from advisory committees and the PZC, shall make the final decision regarding the name of the property.

C. Step III-Staff and Committee Review

Staff shall provide comment and circulate the draft management plan to appropriate committees for final review before an abutters' review and public comment.

D. Step IV-Abutters' Review

After the preparation of a draft management plan or significant changes in a plan, the responsible staff member or committee member shall notify abutting property owners and schedule an abutters' meeting to provide opportunity for neighborhood comment.

E. Step V-Town Council Review

The Town Council shall review draft management plans or significant changes in a plan and, as deemed appropriate obtain additional information from the Town's various land use commissions/committees and staff. The Town Council may choose to hold a Public Hearing to receive public input to the plan.

F. Step VI-Town Council Approval

The Town Council shall approve a new management plan or significant changes to an existing plan for Town-owned properties.

G. Step VII-Implementation

Implementing management plans shall be a coordinated effort among Town staff, advisory committee members, and volunteer stewards. Implementation shall be coordinated through the Parks and Recreation Department but may include staff from various other Town departments including the Department of Public Works, Planning Department, etc.

Plan implementation may include but will not be limited to:

- Structural improvements for public access and safety (such as establishing a parking area, constructing trails, improving wheelchair accessibility)

- Ecological management (such as inventorying natural resources, managing and controlling invasive species, encouraging native habitats, improving wildlife habitat)
- Maintenance of parking areas, signage, and boundary markers
- Monitoring of plan goals and objectives to ensure effective implementation
- Public outreach including public information and interpretive guides and maps, and use for education and research

H. Step VIII-Monitoring

Site conditions, including any new improvements, shall be monitored in accordance with the schedule established in the approved management plan by staff or appropriate volunteers. Any problems or issues uncovered shall be reviewed by staff and the commission /committee members that assisted in the preparation of the management plan. As appropriate, problems or issues shall be referred to the Town Council.

I. Step IX-Management Plan Update

The management plan(s) shall be updated as per the approved schedule or as often as deemed necessary by the Town Council or by the commissions/committees.

IV Management of Conservation or Agricultural Easements

A specific management plan is not needed for conservation or agricultural easements unless public access, trails or other municipal interests not adequately addressed in the easement are involved. If a management plan is appropriate, a draft shall be prepared, using the steps detailed in Section III of these guidelines. The Conservation Commission, with staff assistance, shall be responsible for periodically monitoring Mansfield's existing Conservation Easements. **Attachment E** contains a Conservation Easement Abstract and Monitoring/Inspection Form. The Agriculture Committee, with staff assistance, shall be responsible for periodically monitoring any agricultural easements.

Problems or issues uncovered shall be reviewed with staff. As appropriate, problems or issues shall be referred to the Town Council, PZC, or Inland Wetland Agency, depending on the specific easement document.

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *Matt*
CC: Maria Capriola, Assistant to Town Manager; Board of Ethics
Date: May 29, 2012
Re: Revisions to Ethics Ordinance (Code of Ethics)

Subject Matter/Background

The Town Council conducted a public hearing regarding proposed revisions to the Ethics Ordinance (Code of Ethics) on February 14, 2012. Since that time, the Personnel Committee has made additional recommended changes as follows:

- "Board of Education" has been removed from the definition of a "public employee." (While MBOE employees would not be covered by the ordinance, the provision would apply to members of the MBOE as public officials.)
- Revised the definition of a "gift" by removing the following, "A gift worth no more than \$500.00 made in recognition of a "life event" such as a wedding, birth or retirement." Further modified the definition to read, "A gift received from a public official or public employee's spouse, fiancé or fiancée, the parent, brother or sister of such spouse or such individual, or the child of such individual or the spouse of such child."
- Added the word "written" in front of "official town policy" in §25-7G.
- Revised §25-8F(1) to read, "A hearing conducted by the Board of Ethics shall not be governed by formal rules of procedure."
- Replaced the language in §25-8J with, "No person shall take or threaten to take official action against an individual for such individual's good faith disclosure of information to their supervisor, any town official or the Board of Ethics under the provisions of this Code. After receipt of information from an individual, the Board of Ethics shall not disclose the identity of such individual without his or her consent unless the Board determines that such disclosure is unavoidable during the course of an investigation or hearing."
- Removed the reference "For Tolland County" from §25-8C(1).

Legal Review

At the Personnel Committee's request, the Town Attorney has assisted in preparing the proposed revisions to the Ethics Ordinance.

Recommendations

Unless the Town Council wishes to make further revisions to the ordinance, the Council can adopt the Ethics Ordinance (Code of Ethics) as proposed by the Personnel Committee in its draft dated April 16, 2012.

If the Town Council supports the Ethics Code as proposed by the Personnel Committee, the following motion is in order:

Move, effective May 29, 2012, to repeal Chapter 25 of the Mansfield Code of Ordinances (Code of Ethics) and to replace this Chapter in its entirety with the proposed Ethics Ordinance (Code of Ethics) dated April 16, 2012, as endorsed by the Personnel Committee, which Ordinance shall become effective 21 days after publication in a newspaper having circulation within the Town of Mansfield.

The Personnel Committee also recommends that the Council send a letter to the Mansfield Board of Education urging them to develop a similar Code of Ethics in a timely manner. If the Town Council supports this recommendation, the Manager's Office can comply with this directive on Council's behalf; depending on Council's preference this can be achieved through consensus or a formal vote of the Council.

Attachments

- 1) Personnel Committee Recommended Revisions to the Ethics Ordinance (Code of Ethics), dated April 16, 2012
- 2) Existing Ethics Ordinance (Code of Ethics)

**Ethics Ordinance
Personnel Committee Draft – April 16, 2012**

[HISTORY: Adopted by the Town Council of the Town of Mansfield 6-26-1995, effective 8-7-1995. Amendments noted where applicable.]

GENERAL REFERENCES

Authorities — See Ch. 5.
Conservation Commission — See Ch. 11.
Economic Development Commission — See Ch. 17.
Housing Partnership — See Ch. 34.
Inland Wetlands Agency — See Ch. 40.
Personnel Appeals Board — See Ch. 63.
Planning and Zoning Commission — See Ch. 67.
Police — See Ch. 70.
Regional Planning Agency — See Ch. 82.
Zoning Board of Appeals — See Ch. 94.
Affirmative action — See Ch. A191.
Committees, boards and authorities — See Ch. A192.
Housing Authority — See Ch. A193.

§ 25-1 Title.

This chapter shall be known and may be cited as the "Code of Ethics."

§ 25-2 Authority

This Code is legally authorized by Connecticut General Statutes section 7-148h, and Town of Mansfield Charter section C304.

§ 25-3 Purpose.

The purpose of this Code is to guide elected and appointed Town officials, Town employees and citizens by establishing standards of conduct for public officials and public employees. Public office or employment is a public trust. The trust of the public is essential for government to function effectively. Public policy developed by government officials and public employees affects every citizen of the municipality, and it must be based on honest and fair deliberations and decisions. Good government depends on decisions which are based upon the merits of the issue and are in the best interests of the town as a whole, without regard to personal gain. This process must be free from threats, favoritism, undue influence and all forms of impropriety so that the confidence of the public is not eroded. By enacting this Code, the Town of Mansfield seeks to maintain and increase the confidence of our citizens in the integrity and fairness of their Town government. In pursuit of that goal, these standards are provided to aid those involved in decision making to act in accordance with the public interest, use objective judgment, assure accountability, provide democratic leadership, and uphold the respectability of our Town government.

§ 25-4 Definitions.

As used in this chapter, the following words or phrases shall have the meanings ascribed to them in this section:

ADVISORY BOARD

Any appointed board, committee, commission or agency of the Town of Mansfield without legal authority to finally and effectively require implementation of its determinations, or to legally bind the Town, or to restrict or limit the authority of the Town to take action.

ADVISORY OPINION

A written response by the Board of Ethics to a request by a public official or public employee asking whether their own present or potential action may violate any provision of this Code of Ethics.

BOARD

The Town of Mansfield Board of Ethics established in section 25-5 of this ordinance.

BUSINESS

Any entity through which business for profit or not for profit is conducted, including a corporation, partnership, proprietorship, firm, enterprise, franchise, association, organization, or self-employed individual.

BUSINESS WITH WHICH ONE IS ASSOCIATED

A business of which the person or a member of their immediate family is a director, officer, owner, employee, compensated agent, or holder of stock which constitutes five percent or more of the total outstanding stock of any class.

CONFIDENTIAL INFORMATION

Any information, whether transmitted orally or in writing, which is obtained by reason of the public position or public office held and is of such nature that it is not at the time of transmission a matter of public record per the Connecticut Freedom of Information Act, C.G.S. section 1-200, et seq., or public knowledge.

FINANCIAL INTEREST

Any interest representing an actual or potential economic gain or loss, which is neither de minimis nor shared by the general public.

GIFT

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

A gift does not include:

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

Services provided by persons volunteering their time to the Town;

A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business;

A gift received from a public official or public employee's spouse, fiancé or fiancée, the parent, brother or sister of such spouse or such individual, or the child of such individual or the spouse of such child;

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

A certificate, plaque or other ceremonial award costing less than one hundred dollars;

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

Printed or recorded informational material germane to governmental action or functions;

Items of nominal value, not to exceed twenty dollars, containing or displaying promotional material;

An honorary degree bestowed upon a public official or public employee by a public or private university or college;

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

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

Gifts in-kind of nominal value not to exceed \$25.00 tendered on gift-giving occasions generally recognized by the public, provided the total value of such gifts in any calendar year from all donors do not combine to exceed one hundred dollars;

IMMEDIATE FAMILY

Any spouse, child, parent, sibling or co-habiting partner of a public official or public employee, any other individual who resides in the household of the public official or public employee, and the spouse, child, parent or sibling of any such spouse, child, parent, sibling, co-habiting partner or other individual who resides in the household.

INDIVIDUAL

Any natural person.

INDIVIDUAL WITH WHOM ONE IS ASSOCIATED

Any individual with whom the public official or public employee or a member of their immediate family mutually has an interest in any business.

OFFICIAL RESPONSIBILITY

The direct administrative or operating authority, whether exercised personally or through subordinates, to approve, disapprove, or to otherwise direct Town government action.

PERSON

Any individual, sole proprietorship, trust, corporation, union, association, firm, partnership, committee, club or other organization or group of persons.

PUBLIC EMPLOYEE

Any person or contractor of the Town of Mansfield or except for the Mansfield Board of Education, full or part time, receiving wages or other compensation for services rendered.

PUBLIC OFFICIAL

Any elected or appointed official, whether paid or unpaid or full or part-time, of the Town or a political subdivision thereof, including members and alternate members of town agencies, boards and commissions, and committees, or any other board, commission or agency that performs legislative, administrative, or judicial functions or exercises financial authority (collectively hereinafter referred to as "body"), including candidates for any such office, except for any member of an advisory board. Town agencies, boards, commissions and committees that have sufficient authority to qualify as Public Officials subject to the requirements of this Code are the Town Council, Board of Education, Planning and Zoning Commission, Inland Wetlands Agency, Zoning Board of Appeals, Conservation Commission, Board of Assessment Appeals, Board of Ethics, Building Board of Appeals, Housing Code Board of Appeals, Historic District Commission, Personnel Appeals Board, the Advisory Committee on the Needs of Persons with Disabilities when it is functioning as the ADA Grievance Committee, the Mansfield Downtown Partnership Board and its employees when functioning as the town's municipal development agency, and any hearing officer appointed per section 129-4 of the Hearing Procedure for Citations Ordinance, or section 189-6A of the Zoning Violations Ordinance, of the Code of the Town of Mansfield.

§ 25-5 Board of Ethics.

A. There is hereby established a Board of Ethics consisting of five (5) electors of the Town. The members shall be appointed by the Town Council and shall serve for a term of three (3) years, except for the initial Board upon which two (2) members served for a term of two (2) years, and one (1) member served for a term of one (1) year. Terms shall commence on the first day of the month after the date of appointment. Any vacancy that occurs shall be filled for the unexpired portion of the term.

B. Alternate members. In addition to the regular members, the Town Council shall appoint two (2) alternate members to serve in the absence of any regular member(s). The initial appointments were for a term that expired on June 30, 1996. Thereafter, all terms have been and shall continue to be for two years.

C. No more than three (3) members and no more than one (1) alternate member shall be of the same political party at any time.

D. All members and alternates shall be electors of the Town. No member or alternate shall (1) hold or campaign for any public office; (2) hold office in any political party committee, political committee, candidate committee, exploratory committee or national committee, as those terms are defined in Connecticut General Statutes section 9-601, as amended; (3) serve as a public official as defined in section 25-4 of this Code; or (4) be a public employee. Members of the Board of Ethics may also serve on any Town advisory board.

E. Any member of the Board of Ethics shall have an unrestricted right to vote, make political contributions, attend or buy a ticket to fundraising or other political events, identify himself or herself as a member of a political party, be politically active in connection with a question that is not specifically identified with a candidate for any Town office subject to the jurisdiction of the Board of Ethics such as a referendum or approval of a municipal ordinance, or any other question or issue of a similar character, and otherwise participate fully in public affairs. No member or employee of the Board of Ethics may, however, publicly endorse or publicly oppose any candidate for any Town office subject to the jurisdiction of the Board of Ethics per this Code, in a speech, public advertisement, political advertisement, broadcast, campaign literature, or similar action or material; take any part in managing the political campaign of any such candidate, or initiate or circulate a nomination petition, work as a driver transporting voters to the polls during an election, or directly solicit, receive, collect, handle, disburse or account for assessments, contributions or other funds for any such candidate; place a sign or sticker supporting or opposing a candidate for any such Town office on real or personal property owned by the placer of such sign or sticker; or become a candidate for any such Town office.

§ 25-6 Organization and Procedure.

A. The Board of Ethics shall elect a chairperson who shall preside at meetings of the Board, a vice-chairperson to preside in the absence of the chairperson, and a secretary. In the absence of both the chairperson and vice-chairperson, Board members shall elect a temporary chairperson. Three members shall constitute a quorum. Except for its final determination of a complaint after a hearing per section 25-8(G) of this ordinance, a majority vote of the Board shall be required for action of the Board. The chairperson, vice-chairperson in the absence of the chair, or any three regular members may call a special meeting of the Board.

B. The Board of Ethics shall (1) Compile and maintain a record of all reports, advisory opinions, statements, and memoranda filed with the Board to facilitate public access to such reports and statements in instances in which such public disclosure is legally permissible; (2) Issue advisory opinions with regard to the requirements of this Code of Ethics upon the request of any public official, public employee or agency of the Town regarding whether their own present or potential action may violate any provision of this Code. Advisory opinions rendered by the Board of Ethics shall be binding on the Board and shall be deemed to be final decisions of the Board. Any advisory opinion concerning an official or employee who requested the opinion and who acted in reliance thereon in good faith, shall be an absolute defense in any subsequent matter regarding

the same issue(s) brought under the provisions of this Code; The Board may make available to the public such advisory opinions which do not invade personal privacy and take other appropriate steps in an effort to increase public awareness of this Code of Ethics; (3) The Board of Ethics shall prepare and submit to the Town Council an annual report of its actions during the preceding twelve (12) months and its recommendations, if any. Additional reports, opinions and recommendations may be submitted by the Board to the Town Council at any time. In all such submissions, the Board shall be careful to protect and uphold the confidentiality of all information regarding cases in which no final determination of violation has been made; (4) The Board shall prepare materials informing public officials and public employees of their rights and responsibilities under this Code of Ethics.

C. The Board of Ethics shall establish and from time to time amend its own rules and procedures, which shall be made available to the public at the Office of the Town Clerk.

D. The Board of Ethics may utilize or employ necessary staff or outside counsel within available appropriations and in accordance with existing rules and procedures of the Town of Mansfield.

Section 25-7 Rules.

A. **Outside Business.** No public employee or public official shall engage in or participate in any business or transaction, including outside employment with a private business, or have an interest, direct or indirect, which is incompatible with the proper discharge of their official responsibilities in the public interest or which would tend to impair their independent judgment or action in the performance of their official responsibilities.

B. **Gifts.** (1) No public employee or public official shall solicit or accept any gift from any person interested in any pending matter within such individual's official responsibility. (2) If a prohibited gift is offered, the public employee or public official must refuse it, return it, pay the donor the full value of the gift, or donate it to a non-profit organization provided that the public employee or public official does not take the corresponding tax deduction. Alternatively, it may be considered a gift to the Town of Mansfield provided it remains in the Town's possession permanently.

C. **Conflict of Interest.** (1) A public official or public employee shall not vote upon or otherwise participate to any extent in any matter on behalf of the Town of Mansfield if he or she, a business with which they are associated, an individual with whom they are associated, or a member of his or her immediate family has a financial interest in the transaction or contract, including but not limited to the sale of real estate, material, supplies or services to the Town of Mansfield. (2) If such participation is within the scope of the official responsibility of the public employee or public official, as soon as possible after they become aware of such conflict of interest, they shall submit written disclosure which sets forth in detail the nature and extent of such interest to their agency or supervisor as the case may be, and to the Board of Ethics. (3) Notwithstanding the prohibition in subsection (C)(1), a public employee or public official may vote or otherwise participate in a matter if it involves a determination of general policy and the interest is shared with a substantial segment of the population of the Town of Mansfield.

D. **Representing Private Interests.** (1) Except for a public official who receives no compensation for their service to the Town other than per diem payments or reimbursement of expenses, no public employee or public official shall appear on behalf of private interests before any board, agency, commission or committee of the Town of Mansfield. (2) No public employee

or public official shall represent private interests against the interest of the Town in any litigation to which the Town is a party.

E. Self-Representation. Nothing contained in this Code of Ethics shall prohibit or restrict a public employee or public official from appearing before any board, agency, commission or committee of the Town of Mansfield on their own behalf, or from being a party in any action, proceeding or litigation brought by or against the public employee or public official to which the Town of Mansfield is a party.

F. Confidential Information. No public employee or public official shall disclose confidential information, as defined in section 25-4 of this Code, concerning Town affairs, nor shall such employee or official use such information for the financial interests of himself or herself or others.

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

H. Contracts with the Town. No public employee or public official, or a business with which they are associated, or member of their immediate family shall enter into a contract with the Town of Mansfield unless it is awarded per the requirements of prevailing law, and in particular, Chapter 76 of the Code of the Town of Mansfield, "The Ordinance for Obtaining Goods and Services."

I. Financial Benefit. No public employee or public official may use their position or office for the financial benefit of themselves, a business with which they are associated, an individual with which they are associated, or a member of their immediate family.

J. Fees or Honoraria. No public employee or public official acting in their official capacity shall accept a fee or honorarium for an article, appearance or speech, or for participation at an event.

K. Bribery. No public employee or public official, or member of such individual's immediate family or business with which they are associated, shall solicit or accept anything of value, including but not limited to a gift, loan, political contribution, reward or promise of future employment based on any understanding that the vote, official action or judgment of the public employee or public official would be or had been influenced thereby.

L. Disclosure. Any public official or public employee who presents or speaks to any board, committee, commission or agency during the time set aside during any meeting of any such body for public comment shall at that time disclose their name, address, and Town of Mansfield public affiliation, regardless of whether said affiliation is related to the matter being addressed by the speaker.

M. Political Activity. No public official or public employee may request, or authorize any other public official or public employee to request that a subordinate employee of the Town actively participate in an election campaign or make a political contribution. No public official or public employee may engage in any political activity while on duty for the Town, or with the use of Town funds, supplies, vehicles or facilities. Political activity includes voting, making political contributions, buying a ticket to fundraising or other political events; taking an active role in

connection with a question such as a referendum or approval of a municipal ordinance, or any other question or issue of a similar character, and otherwise participating in political affairs; endorsing or opposing any candidate for any public office; taking any part in managing the political campaign of any such candidate, or initiating or circulating a nomination petition, working as a driver transporting voters to the polls during an election, or directly soliciting, receiving, collecting, handling, disbursing or accounting for assessments, contributions or other funds for any such candidate; placing or wearing a sign or sticker supporting or opposing a candidate for any public office; becoming or acting as a candidate for any public office. However, no Mansfield voter may be prohibited from voting at any Town Meeting based on their status as a public official or public employee. Activity legally authorized by Connecticut General Statutes section 9-369b, regarding the preparation, printing and dissemination of certain explanatory materials pertaining to referendum questions and proposals, is exempt from such restriction.

§ 25-8 Powers and Duties. Complaints and Investigations. Confidentiality

A. (1) Upon the complaint of any person on a form prescribed by the Board of Ethics, signed under penalty of false statement, or upon its own complaint, the Board of Ethics shall investigate any alleged violation of this Code. Unless and until the Board of Ethics makes a finding of a violation, a complaint alleging a violation of this Code shall be confidential except upon the request of the respondent.

B. (1) No later than ten (10) days after the receipt or issuance of such complaint, the Board shall provide notice of such receipt or issuance and a copy of the complaint by registered or certified mail to any respondent against whom such complaint is filed, and shall provide notice of the receipt of such complaint to the complainant. (2) The Board of Ethics shall review and investigate the complaint to determine whether the allegations contained therein constitute a violation of any provision of the Code. This investigation shall be confidential except upon the request of the respondent. If the investigation is confidential, any allegations and any information supplied to or received from the Board of Ethics shall not be disclosed to any third party by a complainant, witness, designated party, or Board of Ethics member.

C. (1) In the conduct of its investigation of an alleged violation of this Code, the Board of Ethics shall have the power to hold investigative hearings, administer oaths, examine witnesses, receive oral, documentary and demonstrative evidence, subpoena witnesses and require by subpoena duces tecum the production for examination by the Board of any books and papers which the Board deems relevant in any matter under investigation. In the exercise of such powers, the Board may use the services of the Town police, who shall provide the same upon the request of the Board. Any such subpoena is enforceable upon application to the Superior Court for Tolland County. (2) If any such investigative hearing is scheduled, the Board of Ethics shall consult forthwith with the town attorney or outside counsel authorized per section 25-7D of this Code. The respondent shall have the right to appear, to be represented by legal counsel and to examine and cross-examine witnesses.

D. (1) If, after investigation, the Board of Ethics determines that the complaint does not allege sufficient facts to constitute probable cause of a violation, the Board shall dismiss the complaint. The Board shall inform the complainant and the respondent of its finding of dismissal by registered or certified mail not later than three business days after such determination of dismissal. (2) After any such finding of no violation, the complaint and the record of its

investigation shall remain confidential, except upon the request of the respondent. No complainant, witness, designated party, or Board of Ethics or staff member shall disclose to any third party any information learned from the investigation, including knowledge of the existence of a complaint, which the disclosing party would not otherwise have known.

E. If, after investigation, the Board of Ethics determines that the complaint alleges sufficient acts to constitute probable cause of any violation, then the Board shall send notice of said finding of probable cause to the complainant and respondent by registered or certified mail within three business days and fix a date for the hearing on the allegations of the complaint to begin no later than thirty (30) calendar days after said issuance of notice. The hearing date regarding any complaint shall be not more than sixty (60) calendar days after the filing of the complaint. If any such hearing is scheduled, the Board of Ethics shall consult forthwith with the town attorney or outside counsel authorized per section 25-7D of this Code.

F. (1) A hearing conducted by the Board of Ethics shall not be governed by formal the administrative rules of evidence. Any such hearing shall be closed to the public unless the respondent requests otherwise. (2) In the conduct of its hearing of an alleged violation of this Code, the Board of Ethics shall have the power to administer oaths, examine witnesses, receive oral, documentary and demonstrative evidence, subpoena witnesses and require by subpoena duces tecum the production for examination by the Board of Ethics of any books and papers which the Board deems relevant in any matter under investigation or in question. In the exercise of such powers, the Board may use the services of the Town police, who shall provide the same upon the request of the Board. Any such subpoena is enforceable upon application to the Superior Court. (3) The respondent shall have the right to appear, to be represented by legal counsel and to examine and cross-examine witnesses.

G. (1) If, after a hearing on a complaint for which probable cause has previously been found, the Board of Ethics finds by a vote of at least four of its members based on clear and convincing evidence that any violation of this Code of Ethics has occurred, the Board shall submit a memorandum of decision, which may include recommendations for action, to the Town Council, Town Manager, and any other appropriate Town agency for such actions as they may deem appropriate. (2) The recommendations of the Board of Ethics may include, but not be limited to, any combination of the following: recusal, reprimand, public censure, termination or suspension of employment, removal or suspension from appointive office, termination of contractual status, or the pursuit of injunctive relief. No such recommendation may be acted upon in violation of federal or state law or the Charter, ordinances, legally adopted policies, or collective bargaining agreements of the Town of Mansfield. Any discussion by the Town Council or other Town agency regarding any such memorandum of decision shall be in executive session, subject to the requirements of state law, unless the affected individual requests that such discussion be held in open session.

H.. The Board of Ethics shall make public any finding of a violation not later than five business days after the termination of the hearing. At such time, the entire record of the investigation shall become public. The Board of Ethics shall inform the complainant and the respondent of its finding and provide them a summary of its reasons for making such finding by registered or certified mail not later than three business days after termination of the hearing.

I. No complaint may be made under this Code except within two years of the date of knowledge of the alleged violation, but no more than four years after the date of the alleged violation.

J. No person shall take or threaten to take official action against an individual for such individual's good faith disclosure of information to their supervisor, any town official or the Board of Ethics under the provisions of this Code. After receipt of information from an individual, the Board of Ethics shall not disclose the identity of such individual without his or her consent unless the Board determines that such disclosure is unavoidable during the course of an investigation or hearing.

§ 25-9 Former Public Officials/Employees (NEW)

A. No former public employee or public official, as defined in section 25-4 of this Code, shall appear for compensation before any Town of Mansfield board, commission or agency in which they were formerly employed or involved at any time within a period of one year after termination of their service with the Town.

B. No such former public employee or public official shall represent anyone other than the Town of Mansfield concerning any particular matter in which they participated personally and substantially while in the service of the Town.

C. No such former public employee or public official shall disclose or use confidential information acquired in the course of and by reason of their official duties in the service of the Town of Mansfield, for financial gain for themselves or others.

D. No such former public employee or public official who participated substantially in the negotiation or award of a Town of Mansfield contract obliging the Town to pay \$100,000.00 or more, or who supervised the negotiation or award of such a contract shall accept employment with a party to the contract other than the Town of Mansfield for a period of one year after such contract is finally executed.

§ 25-10 Distribution of Code of Ethics

Copies of this Code of Ethics shall be made available to the Town Clerk for filing and to the Town Clerk and Town Manager for distribution. The Town Clerk shall cause a copy of this Code of Ethics to be distributed to every public official of the Town of Mansfield within thirty days of the effective date of this Code or any amendment thereto. The Town Manager shall cause a copy of this Code of Ethics to be distributed to every public employee within thirty days of the effective date of this Code or any amendment thereto. Each new public employee and public official shall be furnished a copy of this Code before entering upon the duties of their office or employment.

25-11 Severability; Conflicts with other Provisions

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this ordinance, or any part thereof, is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this chapter. Furthermore, should any such provisions of this chapter conflict with any provisions of state or federal law, the relevant provisions of the state or federal law shall prevail.

Ethics Ordinance

[HISTORY: Adopted by the Town Council of the Town of Mansfield 6-26-1995, effective 8-7-1995. Amendments noted where applicable.]

GENERAL REFERENCES

Authorities — See Ch. 5.
Conservation Commission — See Ch. 33.
Economic Development Commission — See Ch. 17.
Housing Partnership — See Ch. 34.
Inland Wetlands Agency — See Ch. 40.
Personnel Appeals Board — See Ch. 63.
Planning and Zoning Commission — See Ch. 67.
Police — See Ch. 70.
Regional Planning Agency — See Ch. 82.
Zoning Board of Appeals — See Ch. 94.
Affirmative action — See Ch. A191.
Committees, boards and authorities — See Ch. A192.
Housing Authority — See Ch. A193.

§ 25-1 Title.

This chapter shall be known and may be cited as the "Code of Ethics."

§ 25-2 Purpose.

A. The purpose of these standards is to guide town officials, elected and appointed, town employees and citizens by establishing standards of conduct for persons in the decisionmaking process. It is intended to strengthen the tradition of government in the town.

B. Good government depends on decisions which are based upon the merits of the issue and are in the best interests of the town as a whole, without regard to personal gain.

C. In pursuit of that goal, these standards are provided to aid those involved in decisionmaking to act in accordance with the public interest, use objective judgment, assure accountability, provide democratic leadership and uphold the respectability of the government.

§ 25-3 Definitions.

As used in this chapter, the following words or phrases shall have the meanings ascribed to them in this section:

CONFIDENTIAL INFORMATION

Any information concerning the property, business or affairs of the town not generally available to the public.

EMPLOYEE

Any person receiving a salary, wages or compensation from the town for services rendered.

IMMEDIATE FAMILY

Any parent, brother, sister, child spouse or co-habiting partner of an individual as well as the parent, brother, sister or child of said spouse or co-habiting partner, and the spouse or co-habiting partner of any such child or any dependent relative who resides in said individual's household.

INTEREST IN A PERSONAL OR FINANCIAL SENSE

The same meaning as the courts of this state apply, from time to time, to the same phrase as used in §§ 8-11 and 8-21, C.G.S.

OFFICIAL

Any person holding elective or appointive town office, including members and alternate members of town agencies, boards and commissions, and committees appointed to oversee the construction or improvement of town facilities, or any other board, commission or agency that perform legislative or judicial functions or exercise financial authority (collectively hereinafter referred to as "body").

§ 25-4 Guidelines established.

A. Use of town assets. No official or employee shall use or permit the use of town funds, services, property, equipment, owned or leased vehicles or materials for personal convenience or profit, except when such services are available to the public generally or are provided in conformance with established town policies for the use of such officials or employees.

B. Fair and equal treatment. No official or employee shall grant or accept any special consideration, treatment or advantage to or from any person beyond that which is available to every other person.

C. Conflict of interest.

(1) Disqualification in matters involving a personal or financial interest. No employee or official shall participate in the hearing or decision of the body of which he or she is a member upon any matter in which he or she is interested in a personal or financial sense. The fact of such disqualification shall be entered on the records of such body. Nothing contained herein shall be construed as to prevent any elected official or employee from submitting a competitive sealed bid in response to an invitation to bid from any body of the town, provided that such person does not thereby violate Subsection **(2)** of this section.

(2) Disclosure of confidential information. No official or employee shall disclose or use any confidential information obtained in an official capacity for the purpose of advancing his or her financial or personal interest or that of others.

(3) Gifts and favors. No official or employee or member of his or her immediate family shall solicit or accept any gift or gifts having a value of fifty dollars (\$50.) or more in value in any calendar year, whether in the form of service, loan, thing, promise or any other form, from any person or persons who to his or her knowledge is interested directly or indirectly in business dealings with the town. This prohibition shall not apply to lawful political contributors as defined in § 9-333(b), C.G.S.

(4) Use of influence. No official or employee shall solicit any business, directly or indirectly, from another official or employee over whom he has any direct or indirect control or influence with respect to tenure, compensation or duties.

(5) Representation of private or adverse interest. No official or employee shall appear on behalf of a private interest before any body of the town, nor shall he or she represent an adverse interest in any litigation involving the town.

(6) Disclosure of interest. Any official or employee who has a personal or financial interest in any matter coming before any body of the town shall make the same known to such body in a timely manner, and such interest shall be disclosed on the records of such body.

(7) First year after termination. No official or employee shall, during the first year after termination of service or employment with the town, appear before any body of the town or apply to any department in relation to any case, proceeding or application in which he or she personally participated during the period of his or her service or employment, or which was under his or her active consideration.

(8) Private employment. No official or employee shall engage in or accept private employment or render service that is incompatible with the proper discharge of his or her official duties or would tend to impair his or her independence of judgment or action in the performance of official duties or give the appearance of impropriety, unless otherwise permitted by law.

§ 25-5 Board of Ethics.

A. There is hereby established a Board of Ethics consisting of five (5) members who shall be electors of the town. The members shall be appointed by the Town Council and shall serve for a term of three (3) years, except that, of the initial Board, two (2) members shall serve for a term of two (2) years, and one (1) member for a term of one (1) year.

B. Alternate members. In addition to the regular members, the Town Council shall appoint two (2) alternate members who shall serve in the absence of a regular member. The initial appointments shall be for a term to expire on June 30, 1996. Thereafter, all appointments shall be for two-year terms.

C. No more than three (3) members and no more than one (1) alternate member shall be of the same political party at any time.

D. No member or alternate shall contemporaneously be an employee or official of the town.

§ 25-6 Organization and procedure.

The Board of Ethics shall elect a Chairperson and a Secretary and shall establish its own rules and procedures, which shall be available to any elector of the town through the Town Clerk's office. Rules and procedures shall be established within six (6) months of the initial appointment of all members and alternates. The need to maintain confidentiality in order to protect the privacy of public officials and employees and citizens [including the provisions of § 1-82a(a) through (f), C.G.S.] shall be considered when establishing the rules and procedures. The Board shall keep records of its meetings and shall hold meetings at the call of the Chairperson and at such other times as it may determine.

§ 25-7 Powers and duties.

A. The Board of Ethics shall render advisory opinions with respect to the applicability of this Code of Ethics in specific situations to any body, or any official, employee or elector pursuant to a written request or upon its own initiative. The Board may also issue guidelines on such issues as, for example, ex parte communication. Such opinions and guidelines, until amended or revoked, shall be binding on the Board and reliance upon them in good faith by any officer or employee in any action brought under the provisions of this chapter. Any request or opinion the disclosure of which invades the personal privacy [as that term is used in C.G.S. § 1-19(b)(2)] of any individual shall be kept confidential in a personnel or similar file and shall not be subject to public inspection or disclosure. The Board may make available to the public such advisory opinions which do not invade personal privacy and take other appropriate steps in an effort to increase public awareness of this Code of Ethics.

B. The Board shall establish procedures by which the public may initiate complaints alleging violations of this Code. The Board itself may also initiate such complaints. The Board shall have the power to hold hearings concerning the application of this Code and its violation and may administer oaths and compel attendance of witnesses by subpoena. Such hearings shall be closed to the public unless the respondent requests otherwise. If the Board determines the respondent has, in fact, violated the provisions of this Code, it shall file a memorandum of decision which may include a recommendation for action, with the Town Council or other appropriate body. The recommended action may include reprimand, public censure, termination or suspension of employment, removal or suspension from appointive office or termination of contractual status; except that no action may be recommended which would violate the provisions of the state or federal law. In the case of union employees, such recommended action does not constitute a unilateral change in conditions of employment. No such recommendation shall limit the authority of the Town Council under the Charter of the town or under any ordinance, statute or any other law. Any discussion by the Town Council or other body of an individual affected by the memorandum of decision shall be in executive session, unless the individual affected requests that such discussion be held in open session.

C. Any complaint received by the Board must be in writing and signed under oath by the individual making said complaint, under penalty of false statement (C.G.S. § 53a-157b).

§ 25-8 Annual report.

Each year, at a time to be determined by the Board, it shall prepare and submit to the Town Council an annual report of its actions during the preceding twelve (12) months and its recommendations, if any. Additional reports, opinions and recommendations may be submitted by the Board to the Town Council at any time. In all such submissions, the Board shall be scrupulous in its avoidance of the undue invasion of the personal privacy of any individual.

§ 25-9 Distribution of Code of Ethics

In order that all public officials and employees are aware of what constitutes ethical conduct in the operations of the government of the Town of Mansfield, the Town Clerk shall cause a copy of this Code of Ethics to be distributed to each and every official and employee of the town.

§ 25-10 Appeals.

A decision by the Board of Ethics may be appealed in the manner allowed by the general statutes.

§ 25-11 Severability; conflicts with other provisions.

If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this ordinance, or any part thereof, is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this chapter. Furthermore, should any such provisions of this chapter conflict with any provisions of the Personnel Rules of the Town of Mansfield, the collective bargaining agreements of the Town of Mansfield or the Connecticut General Statutes, the relevant provisions of the Personnel Rules, collective bargaining agreements and/or the Connecticut General Statutes shall prevail.



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *Matt*
CC: Maria Capriola, Assistant to Town Manager; Robert Miller, Director of Health
Date: May 29, 2012
Re: UConn Landfill, Long-term Monitoring Program

Subject Matter/Background

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

Attachments

- 1) R. Miller re: UConn Landfill Long Term Monitoring Plan, Report dated April 2012
- 2) Long-Term Monitoring Plan April 2012



Eastern Highlands Health District

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

Memo

To: Matt Hart, Mansfield Town Manager
From: Robert Miller, Director of Health 
Date: 5/21/2012
Re: UConn Landfill Long Term Monitoring Plan, Report dated April 2012

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

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

Tel: 860.282.9400
Fax: 860.721.0612
HaleyAldrich.com

**HALEY &
ALDRICH**

Letter of Transmittal

Date 14 May 2012
File Number 91221-668
From Rick Standish

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

Attention Mark Lewis

Copy to B. Toal, CTDPH
R. Miller, EHHD
M. Hart, Town of Mansfield
B. Feldman, UConn (Certification letter only)
J. Pietrzak, UConn

Subject UConn Landfill
Long Term Monitoring Plan Report

Copies	Date	Description
1 each	Apr 2012	Long Term Monitoring Plan Report Spring 2012 - Round #16

Transmitted via First class mail Overnight express Hand delivery Other

Remarks

**LONG-TERM MONITORING PLAN
SPRING 2012 SEMI-ANNUAL SAMPLING ROUND #16
UCONN LANDFILL
STORRS, CONNECTICUT**



by

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

for

**University of Connecticut
Storrs, Connecticut**

**File No. 91221-668
April 2012**

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

Tel: 860.282.9400
Fax: 860.721.0612
HaleyAldrich.com

**HALEY &
ALDRICH**

24 April 2012

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

Attention: Mark R. Lewis

Subject: Long Term Monitoring Plan
Spring 2012 Semi-Annual Sampling Round #16
UConn Landfill
Storrs, Connecticut

Ladies and Gentlemen:

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

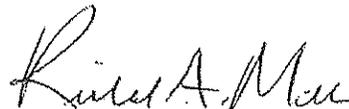
- Long Term Monitoring Plan
Spring 2012 Semi-Annual Sampling Round #16
UConn Landfill
Storrs, Connecticut

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

Agreed and accepted as stated above:



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



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

C: Barry Feldman, UConn

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1. INTRODUCTION

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

The objectives of the LTMP are:

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

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

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

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

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

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

2. SCOPE OF PROGRAM

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

2.1 Shallow Groundwater Monitoring Wells

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

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

2.2 Deep Groundwater Monitoring Wells

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

2.3 Surface Water Monitoring Locations

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

2.4 Active Residential Water Supply Wells

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

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

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

2.5 Soil Gas Monitoring Locations

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

2.6 Sampling Parameters

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

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

- VOCs by EPA Method 524.2

- Total metals by EPA Method 200 Series

- Total mercury by EPA Method 7470/E245.1

- Other Inorganic Parameters

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

- Field Screening Data

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

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

2.7 Sampling Frequency

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

3. SAMPLING PROCEDURES

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

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

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

4. SUMMARY OF RESULTS

The analytical results from the March 2012 LTMP round #16 sampling are summarized in Table I. VOC Concentration and Conductivity vs. Time Plots for selected bedrock wells [MW105R, B201R(MW), and B302R(MW)] and selected overburden wells [B401(MW) and B403(MW)] are included in Appendix A. A discussion of the results below is organized by general sample types and locations.

4.1 Shallow Groundwater Monitoring Wells

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

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

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

4.2 Deep Bedrock Monitoring Wells

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

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

4.3 Surface Water Samples

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

4.4 Active Residential Domestic Wells

All six active domestic wells were sampled as part of this quarterly event. Consistent with most previous rounds, trace concentrations of chloroform was detected in the samples collected from 206 and 211 Separatist Road. VOCs were not detected above method reporting limits at any of the other locations sampled. In the sample collected from 65 Meadowood Road, copper was detected above surface water protection criteria; however the concentration is below drinking water criteria and is consistent with copper concentrations detected at this location in previous sampling rounds. An elevated concentration of manganese (0.47 mg/l) was detected in the sample collected from 38 Meadowood Road, below the State action level of 0.5 mg/L. This is consistent with previous sampling events. Metal and nutrient concentrations at all locations were within acceptable drinking water ranges.

4.5 Soil Gas Monitoring

Landfill gas is the natural by-product of the decomposition of solid waste in landfills and is comprised primarily of carbon dioxide and methane. A GEM2000 Landfill Gas Meter was used to sample and analyze methane, carbon dioxide and oxygen content at soil gas monitoring locations B501(GW), B502(GW), B503(GW) and B504(GW). Oxygen concentrations ranged from 13.6% at B502(GW) to 20.5% at B501(GW). Carbon dioxide readings ranged from 0% at B501(GW) to 4.6% at B502(GW). Methane gas was not detected at any of the locations. These readings are generally consistent with previous monitoring events.

4.6 Consent Order SRD-101 Progress Report

From October 2011 through March 2012, the Leachate Interceptor Trench systems collected the following volumes of leachate which were pumped to the UConn Water Pollution Control Facility:

- South Trench: 285,499 gallons or approximately 1,903 gallons per day
- North Trench: 1,277,225 gallons or approximately 8,514 gallons per day

Please note the following about these data:

1. This includes data for October and November for Pump 2. Totalizer values were not provided for Pump 2 for December 2011, January and February 2012.
2. Pump 3 was out of commission for the majority of the reporting period.

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

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

SAMPLE DESIGNATION	METHOD	RSR GAGPC	RSR SWPC	RSR RVC ¹	MW105R-74	MW105R-111	EB-032012	TB-032012	B201R(MW)-38	B201R(MW)-60	B201RP(MW)-60
SAMPLING DATE					3/20/2012	3/20/2012	3/20/2012	3/20/2012	3/21/2012	3/21/2012	3/21/2012
COMMENTS					Discrete	Discrete	Field Blank	Trip Blank	Discrete	Discrete	Duplicate
WELL DEPTH (ft.)											
LOCATION					MW105R	MW105R			B201R-MW	B201R-MW	B201R-MW
Volatile Organic Compounds (ug/l)	524.2	(ug/l)	(ug/l)	(ug/l)							
1,1-Dichloroethane		70	NE	34,600	ND<0.50	2.4	ND<0.50	ND<0.50	ND<0.50	ND<2.5	ND<2.5
1,2,4-Trichlorobenzene		70	NE	NE	ND<0.50	12	ND<0.50	ND<0.50	ND<0.50	ND<2.5	ND<2.5
1,2-Dichlorobenzene		600	170,000	30,500	ND<0.50	4.6	ND<0.50	ND<0.50	ND<0.50	ND<2.5	ND<2.5
1,2-Dichloroethane		1	2,970	21	ND<0.50	19	ND<0.50	ND<0.50	3.1	5	5.4
1,4-Dichlorobenzene		75	26,000	24,200	ND<0.50	16	ND<0.50	ND<0.50	1.2	ND<2.5	ND<2.5
Benzene		1	710	215	ND<0.50	120	ND<0.50	ND<0.50	1.4	ND<2.5	ND<2.5
Bromobenzene		NE	NE	NE	ND<0.50	35	ND<0.50	ND<0.50	3.3	4.2	4.7
Chlorobenzene		100	420,000	1,800	ND<0.50	59	ND<0.50	ND<0.50	6.2	9.2	9.6
Chloroform		6	14,100	287	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<2.5	ND<2.5
Methylene chloride		5	48,000	50,000	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<2.5	ND<2.5
Tetrachloroethene		5	88	1500	ND<0.50	3.3	ND<0.50	ND<0.50	ND<0.50	ND<2.5	ND<2.5
Toluene		1,000	4,000,000	23,500	ND<0.50	0.74	ND<0.50	ND<0.50	ND<0.50	ND<2.5	ND<2.5
Trichloroethene		5	2,340	219	ND<0.50	11	ND<0.50	ND<0.50	1.5	ND<2.5	3.5
Vinyl chloride		2	15,750	2	ND<0.50	1.7	ND<0.50	ND<0.50	ND<0.50	ND<2.5	ND<2.5
Total Metals (mg/l)											
Aluminum	200.7/6010	NE	NE	NE	0.022	0.036	ND<0.010	--	0.017	0.032	0.033
Antimony	200.7/6010	0.006	88	NE	ND<0.005	ND<0.005	ND<0.005	--	ND<0.005	ND<0.005	ND<0.005
Arsenic	200.7/6010	0.05	0.004	NE	ND<0.004	ND<0.004	ND<0.004	--	ND<0.004	ND<0.004	ND<0.004
Barium	6010/E200.7	1	NE	NE	0.108	0.081	ND<0.002	--	0.045	0.037	0.038
Calcium	200.7/6010	NE	NE	NE	112	49.2	0.013	--	54.6	26.6	27.1
Copper	6010/E200.7	1.3	0.048	NE	ND<0.005	ND<0.005	ND<0.005	--	ND<0.005	ND<0.005	ND<0.005
Iron	6010/E200.7	NE	NE	NE	5.23	0.276	ND<0.010	--	0.6	0.021	0.023
Lead	7421/3113B	0.015	0.013	NE	ND<0.002	ND<0.002	ND<0.002	--	ND<0.002	ND<0.002	ND<0.002
Magnesium	200.7/6010	NE	NE	NE	13.3	5.91	0.01	--	6.78	3.71	3.77
Manganese	200.7/6010	NE	NE	NE	0.811	0.16	ND<0.001	--	0.124	0.016	0.016
Nickel	200.7/6010	0.1	0.88	NE	0.004	0.001	ND<0.001	--	ND<0.001	0.001	0.001
Potassium	6010/E200.7	NE	NE	NE	5.5	2.6	ND<0.1	--	3.8	5.9	6.1
Sodium	200.7/6010	NE	NE	NE	25.9	10	ND<0.1	--	12.1	25.7	26.5
Vanadium	200.7/6010	0.05	NE	NE	ND<0.002	ND<0.002	ND<0.002	--	ND<0.002	ND<0.002	ND<0.002
Zinc	200.7/6010	5	0.123	NE	0.006	0.005	ND<0.002	--	0.004	ND<0.002	ND<0.002

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

SAMPLE DESIGNATION	METHOD	RSR GAGPC	RSR SWPC	RSR RVC	MW105R-74 3/20/2012	MW105R-111 3/20/2012	EB-032012 3/20/2012	TB-032012 3/20/2012	B201R(MW)-38 3/21/2012	B201R(MW)-60 3/21/2012	B201RR(MW)-60 3/21/2012
COMMENTS					Discrete	Discrete	Field:Blank	Thp:Blank	Discrete	Discrete	Duplicate
WELL DEPTH (ft)											
LOCATION					MW105R	MW105R			B201R-MW	B201R-MW	B201R-MW
Other Analyses (mg/l)											
Alkalinity (CaCO3)	SM2320B				365	147	ND<20	--	177	70	70
Ammonia as Nitrogen	S4500NH3				0.18 U	0.14 U	0.1	--	0.07 U	0.06 U	0.08 U
B.O.D./5 day	SM5210B				ND<4.0	ND<4.0	ND<4.0	--	ND<4.0	9.9	5.8
C.O.D.	SM5220D				22	ND<10	ND<10	--	15	27	31
Chloride	300.0/9056				18.7	15.1	ND<3.0	--	11.8	12.6	12.8
Hardness (CaCO3)	300.0/9056				334	147	ND<0.1	--	164	81.7	83.2
Nitrate as Nitrogen	300.0/9056				ND<0.05	ND<0.05	ND<0.05	--	ND<0.05	ND<0.05	ND<0.05
Nitrite as Nitrogen	E366-2				ND<0.01	ND<0.01	ND<0.01	--	ND<0.01	ND<0.01	ND<0.01
Phosphorus as P	9010/335-3				0.02	0.02	ND<0.01	--	0.01	ND<0.01	0.03
Sulfate	300.0/9056				24	14.3	ND<3.0	--	17.1	59.6	59.4
Tot. Diss. Solids	SM2540C				460	220	ND<10	--	240	220	210
Tot. Org. Carbon	415-1/SW9060				5.6	ND<1.0	ND<1.0	--	2.3	7.4	7.5
Total Suspended Solids	SM2540D				14	ND<5.0	ND<5.0	--	ND<5.0	ND<5.0	ND<5.0
Field Screening Data											
Turbidity (NTU)					9.2	0	--	--	0	0.2	--
Conductivity (uS/cm)					732	355	--	--	408	336	--
Dissolved Oxygen (ppm)					0.24	0.69	--	--	5.59	0.19	--
ORP (mv)					-90	-91	--	--	133	-199	--
pH					6.69	7.1	--	--	7.29	7.72	--
Temperature (°C)					17.03	14.96	--	--	13.6	11.68	--

Notes and Abbreviations:

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

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

SAMPLE DESIGNATION	METHOD	RSR GAGPC	RSR SWPC	RSR RVC ¹	EB-032112	TB-032112	202-NERD	EB-032312	TB-032312	B302R-MW	B302RP-MW
SAMPLING DATE					3/21/2012	3/21/2012	3/23/2012	3/23/2012	3/23/2012	3/27/2012	3/27/2012
COMMENTS					Field Blank	Trip Blank	Inactive	Field Blank	Trip Blank		Duplicate
WELL DEPTH (ft.)							320			275	275
LOCATION							North Eagleville Rd			B302R-MW	B302R-MW
Volatile Organic Compounds (ug/l)	524.2	(ug/l)	(ug/l)	(ug/l)							
1,1-Dichloroethane		70	NE	34,600	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
1,2,4-Trichlorobenzene		70	NE	NE	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
1,2-Dichlorobenzene		600	170,000	30,500	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
1,2-Dichloroethane		1	2,970	21	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
1,4-Dichlorobenzene		75	26,000	24,200	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
Benzene		1	710	215	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
Bromobenzene		NE	NE	NE	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
Chlorobenzene		100	420,000	1,800	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
Chloroform		6	14,100	287	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
Methylene chloride		5	48,000	50,000	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
Tetrachloroethene		5	88	1500	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
Toluene		1,000	4,000,000	23,500	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
Trichloroethene		5	2,340	219	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
Vinyl chloride		2	15,750	2	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
Total Metals (mg/l)											
Aluminum	200.7/6010	NE	NE	NE	ND<0.010	--	0.764	ND<0.010	--	0.112	0.12
Arsimony	200.7/6010	0.006	86	NE	ND<0.005	--	ND<0.005	ND<0.005	--	ND<0.005	ND<0.005
Arsenic	200.7/6010	0.05	0.004	NE	ND<0.004	--	ND<0.004	ND<0.004	--	ND<0.004	ND<0.004
Barium	6010/E200.7	1	NE	NE	ND<0.002	--	ND<0.002	ND<0.002	--	0.01	0.01
Calcium	200.7/6010	NE	NE	NE	ND<0.010	--	17.7	ND<0.010	--	12.4	12.3
Copper	6010/E200.7	1.3	0.048	NE	ND<0.005	--	ND<0.005	ND<0.005	--	ND<0.005	ND<0.005
Iron	6010/E200.7	NE	NE	NE	ND<0.010	--	1.68	ND<0.010	--	0.073	0.092
Lead	7421/S31.13B	0.015	0.013	NE	ND<0.002	--	ND<0.002	ND<0.002	--	ND<0.002	ND<0.002
Magnesium	200.7/6010	NE	NE	NE	0.01	--	2.86	ND<0.01	--	0.18	0.19
Manganese	200.7/6010	NE	NE	NE	ND<0.001	--	0.024	ND<0.001	--	0.001	0.001
Nickel	200.7/6010	0.1	0.88	NE	ND<0.001	--	0.002	ND<0.001	--	ND<0.001	ND<0.001
Potassium	6010/E200.7	NE	NE	NE	ND<0.1	--	1.5	ND<0.1	--	3	2.9
Sodium	200.7/6010	NE	NE	NE	ND<0.1	--	6.9	ND<0.1	--	22.3	21.8
Vanadium	200.7/6010	0.05	NE	NE	ND<0.002	--	0.004	ND<0.002	--	0.01	0.009
Zinc	200.7/6010	5	0.123	NE	ND<0.002	--	0.008	ND<0.002	--	0.005	0.005

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TABLE I
SUMMARY OF GROUNDWATER ANALYTICAL RESULTS
LONG-TERM MONITORING PLAN
UCONN LANDFILL
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SAMPLE DESIGNATION	METHOD	RSR GAGPC	RSR SWPC	RSR RVC ⁴	EB-032112	TB-032112	202-NE RD	EB-032312	TB-032312	B302R-MW	B302RP-MW
SAMPLING DATE					3/21/2012	3/24/2012	3/23/2012	3/23/2012	3/23/2012	3/27/2012	3/27/2012
COMMENTS					Field Blank	Trip Blank	Inactive	Field Blank	Trip Blank		Duplicate
WELL DEPTH (ft.)							320			275	275
LOCATION							North Eagleville Rd.			B302R-MW	B302R-MW
Other Analyses (mg/l)											
Alkalinity (CaCO ₃)	SM2320B				ND<20	--	44	ND<20	--	37	36
Ammonia as Nitrogen	S4500NH3				0.04	--	0.06	ND<0.02	--	0.07	0.05
BOD/5 day	SM5210B				ND<4.0	--	ND<4.0	ND<4.0	--	ND<4.0	ND<4.0
COD	SM5220D				ND<10	--	ND<10	ND<10	--	15	ND<10
Chloride	300.0/9056				ND<3.0	--	ND<3.0	ND<3.0	--	ND<3.0	ND<3.0
Hardness (CaCO ₃)	300.0/9056				ND<0.1	--	56	ND<0.1	--	31.7	31.5
Nitrate as Nitrogen	300.0/9056				ND<0.05	--	ND<0.05	ND<0.05	--	0.08	0.08
Nitrite as Nitrogen	E365-2				ND<0.01	--	ND<0.01	ND<0.01	--	ND<0.01	ND<0.01
Phosphorus as P	9010/335.3				0.02	--	0.09	ND<0.01	--	0.02	0.02
Sulfate	300.0/9056				ND<3.0	--	11.4	ND<3.0	--	34.1	34.1
Tot Diss Solids	SM2540C				ND<10	--	91	ND<10	--	110	100
Tot Org Carbon	415.1/SW9060				ND<1.0	--	ND<1.0	ND<1.0	--	ND<1.0	ND<1.0
Total Suspended Solids	SM2540D				ND<5.0	--	18	ND<5.0	--	ND<5.0	ND<5.0
Field Screening Data											
Turbidity (NTU)					--	--	4.8	--	--	1.9	--
Conductivity (uS/cm)					--	--	128	--	--	185	--
Dissolved Oxygen (ppm)					--	--	0.81	--	--	1.89	--
ORP (mV)					--	--	28	--	--	73	--
pH					--	--	7.98	--	--	9.07	--
Temperature (°C)					--	--	16.49	--	--	9.19	--

Notes and Abbreviations:

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

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

SAMPLE DESIGNATION	METHOD	RSR GAGPC	RSR SWPC	RSR RVC ¹	EB-032712	TB-032712	B401(MW)	B403(MW)	EB-031912	TB-031912
SAMPLING DATE					3/27/2012	3/27/2012	3/19/2012	3/19/2012	3/19/2012	3/19/2012
COMMENTS					Field Blank	Trip Blank			Field Blank	Trip Blank
WELL DEPTH (ft.)							11.01	15.2		
LOCATION							B401(MW)	B403(MW)		
Volatile Organic Compounds (ug/l)	524.2	(ug/l)	(ug/l)	(ug/l)						
1,1-Dichloroethane		70	NE	34,600	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
1,2,4-Trichlorobenzene		70	NE	NE	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
1,2-Dichlorobenzene		600	170,000	30,500	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
1,2-Dichloroethane		1	2,970	21	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
1,4-Dichlorobenzene		75	26,000	24,200	ND<0.50	ND<0.50	0.77	ND<0.50	ND<0.50	ND<0.50
Benzene		1	710	215	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
Bromobenzene		NE	NE	NE	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
Chlorobenzene		100	420,000	1,800	ND<0.50	ND<0.50	1.3	1.8	ND<0.50	ND<0.50
Chloroform		6	14,100	287	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
Methylene chloride		5	48,000	50,000	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
Tetrachloroethene		5	88	1500	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
Toluene		1,000	4,000,000	23,500	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
Trichloroethene		5	2,340	219	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
Vinyl chloride		2	15,750	2	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
Total Metals (mg/l)										
Aluminum	200.7/6010	NE	NE	NE	ND<0.010	--	0.029	ND<0.010	ND<0.010	--
Antimony	200.7/6010	0.006	85	NE	ND<0.005	--	ND<0.005	ND<0.005	ND<0.005	--
Arsenic	200.7/6010	0.05	0.004	NE	ND<0.004	--	ND<0.004	ND<0.004	ND<0.004	--
Barium	6010/E200.7	NE	NE	NE	ND<0.002	--	0.095	0.096	ND<0.002	--
Calcium	200.7/6010	NE	NE	NE	0.014	--	46	31	ND<0.010	--
Copper	6010/E200.7	1.3	0.048	NE	ND<0.005	--	ND<0.005	ND<0.005	ND<0.005	--
Iron	6010/E200.7	NE	NE	NE	ND<0.010	--	58.2	49.7	0.018	--
Lead	7421/S3113B	0.015	0.013	NE	ND<0.002	--	ND<0.002	ND<0.002	ND<0.002	--
Magnesium	200.7/6010	NE	NE	NE	ND<0.01	--	11.7	6.69	0.02	--
Manganese	200.7/6010	NE	NE	NE	ND<0.001	--	0.764	2.96	ND<0.001	--
Nickel	200.7/6010	0.1	0.88	NE	ND<0.001	--	ND<0.001	0.002	ND<0.001	--
Potassium	6010/E200.7	NE	NE	NE	ND<0.1	--	9.6	6.9	ND<0.1	--
Sodium	200.7/6010	NE	NE	NE	ND<0.1	--	18.2	25.6	ND<0.1	--
Vanadium	200.7/6010	0.05	NE	NE	ND<0.002	--	ND<0.002	ND<0.002	ND<0.002	--
Zinc	200.7/6010	5	0.123	NE	ND<0.002	--	0.006	0.007	ND<0.002	--

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

SAMPLE DESIGNATION	METHOD	RSR GAGPC	RSR SWPC	RSR RVC*	EB-032712	TB-032712	B401 (MW)	B403 (MW)	EB-031912	TB-031912
SAMPLING DATE					3/27/2012	3/27/2012	3/19/2012	3/19/2012	3/19/2012	3/19/2012
COMMENTS					Field/Blank	Trip/Blank			Field/Blank	Trip/Blank
WELL DEPTH (ft.)							14.01	15.2		
LOCATION							B401(MW)	B403(MW)		
Other Analyses (mg/l)										
Alkalinity (CaCO3)	SM2320B	--	--	--	ND<20	--	153	105	ND<20	--
Ammonia as Nitrogen	S4500NH3	--	--	--	0.03	--	8.28	0.61	ND<0.02	--
B.O.D./5 day	SM5210B	--	--	--	ND<4.0	--	9.8	6.7	ND<4.0	--
C.O.D.	SM5220 D	--	--	--	ND<10	--	29	ND<10	ND<10	--
Chloride	300.0/9056	--	--	--	ND<3.0	--	22.7	38.6	ND<3.0	--
Hardness (CaCO3)	300.0/9056	--	--	--	ND<0.1	--	163	105	ND<0.1	--
Nitrate as Nitrogen	300.0/9056	--	--	--	ND<0.05	--	ND<0.05	ND<0.05	ND<0.05	--
Nitrite as Nitrogen	E365-2	--	--	--	ND<0.01	--	ND<0.01	ND<0.01	ND<0.01	--
Phosphorus as P	9010/3353	--	--	--	ND<0.01	--	0.04	0.01	ND<0.01	--
Sulfate	300.0/9056	--	--	--	ND<3.0	--	66.9	56.4	ND<3.0	--
Total Diss. Solids	SM2540C	--	--	--	ND<10	--	310	280	ND<10	--
Total Org. Carbon	415-1/SW9060	--	--	--	ND<1.0	--	6.1	1.5	ND<1.0	--
Total Suspended Solids	SM2540D	--	--	--	ND<5.0	--	32	ND<5.0	ND<5.0	--
Field Screening Data										
Turbidity (NTU)					--	--	2.1	15.6	--	--
Conductivity (uS/cm)					--	--	544	455	--	--
Dissolved Oxygen (ppm)					--	--	0.21	0.12	--	--
ORP (mV)					--	--	-87	12	--	--
pH					--	--	6.88	6.43	--	--
Temperature (°C)					--	--	20.2	16.1	--	--

Notes and Abbreviations:

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

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

SAMPLE DESIGNATION	METHOD	RSR GAGPC	RSR SWPC	RSR RVC ¹	B404 (MW)	MW-3	MW-4	EB-032212	TB-032212	SW-A		
SAMPLING DATE					3/22/2012	3/22/2012	3/22/2012	3/22/2012	3/22/2012	3/26/2012		
COMMENTS								Field Blank	Trip Blank	Surface Water		
WELL DEPTH (ft.)					11.35	18.65	22.95					
LOCATION					B404(MW)	F Lot	F Lot			SW-A		
Volatile Organic Compounds (ug/l)	524.2	(ug/l)	(ug/l)	(ug/l)								
1,1-Dichloroethane	70	NE	34,600	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50		
1,2,4-Trichlorobenzene	70	NE	NE	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50		
1,2-Dichlorobenzene	600	170,000	30,500	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50		
1,2-Dichloroethane	1	2,970	21	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50		
1,4-Dichlorobenzene	75	26,000	24,200	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50		
Benzene	1	710	215	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50		
Bromobenzene	NE	NE	NE	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50		
Chlorobenzene	100	420,000	1,800	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50		
Chloroform	6	14,100	287	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50		
Methylene chloride	5	48,000	50,000	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50		
Tetrachloroethene	5	88	1,500	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50		
Toluene	1,000	4,000,000	23,500	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50		
Trichloroethene	5	2,340	219	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50		
Vinyl chloride	2	15,750	2	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50		
Total Metals (mg/l)												
Aluminum	200.7/6010	NE	NE	NE	0.012	U	0.015	U	ND<0.010	0.014	--	0.018
Antimony	200.7/6010	0.006	86	NE	ND<0.005	ND<0.005	ND<0.005	ND<0.005	ND<0.005	--	--	ND<0.005
Arsenic	200.7/6010	0.05	0.004	NE	ND<0.004	ND<0.004	ND<0.004	ND<0.004	ND<0.004	--	--	ND<0.004
Barium	6010/E200.7	1	NE	NE	0.063		0.092		0.078	ND<0.002	--	0.025
Calcium	200.7/6010	NE	NE	NE	51.8		86.9		40.6	0.802	--	25.5
Copper	6010/E200.7	1.3	0.048	NE	ND<0.005	ND<0.005	ND<0.005	ND<0.005	ND<0.005	ND<0.005	--	ND<0.005
Iron	6010/E200.7	NE	NE	NE	2.56		19.6		0.054	ND<0.010	--	0.84
Lead	7421/S31.13B	0.015	0.013	NE	0.003		ND<0.002		ND<0.002	ND<0.002	--	ND<0.002
Magnesium	200.7/6010	NE	NE	NE	6.04		32.8		8.63	0.12	--	6.98
Manganese	200.7/6010	NE	NE	NE	2.25		4.98		0.042	ND<0.001	--	0.161
Nickel	200.7/6010	0.1	0.88	NE	0.003		0.004		0.003	ND<0.001	--	0.002
Potassium	6010/E200.7	NE	NE	NE	5.6		11		6.5	ND<0.1	--	3.8
Sodium	200.7/6010	NE	NE	NE	6.6		99.5		164	0.3	--	36.6
Vanadium	200.7/6010	0.05	NE	NE	ND<0.002	ND<0.002	ND<0.002	ND<0.002	ND<0.002	ND<0.002	--	ND<0.002
Zinc	200.7/6010	5	0.123	NE	0.004		0.009		0.004	ND<0.002	--	ND<0.002

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

SAMPLE DESIGNATION	METHOD	RSR GAGPC	RSR SWPC	RSR RVC	B404 (MW)	MW-3	MW-4	EB-032212	TB-032212	SW-A
SAMPLING DATE					3/22/2012	3/22/2012	3/22/2012	3/22/2012	3/22/2012	3/26/2012
COMMENTS								Field/Blank	Trip/Blank	Surface Water
WELL DEPTH (ft.)					11.35	18.65	22.95			
LOCATION					B404 (MW)	FLOT	FLOT			SW-A
Other Analyses (mg/l)										
Alkalinity (CaCO ₃)	SM2320B				95	124	36	ND<20	--	53
Ammonia as Nitrogen	S4500NH3				0.48 U	0.57 U	0.14 U	0.09	--	0.08
B.O.D./5 day	SM5210B				ND<4.0	ND<4.0	ND<4.0	ND<4.0	--	ND<4.0
C.O.D.	SM5220D				13	24	13	ND<10	--	20
Chloride	300.0/9056				26	293	255	ND<3.0	--	65.5
Hardness (CaCO ₃)	300.0/9056				154	352	137	2.5	--	92.4
Nitrate as Nitrogen	300.0/9056				ND<0.05	ND<0.05	2.46	ND<0.05	--	ND<0.05
Nitrite as Nitrogen	E365.2				ND<0.01	ND<0.01	ND<0.01	ND<0.01	--	ND<0.01
Phosphorus as P	9010/335.3				ND<0.01	0.04	ND<0.01	ND<0.01	--	0.02
Sulfate	300.0/9056				30	44.6	34.5	ND<3.0	--	8.1
Total Diss. Solids	SM2540C				200	660	550	ND<10	--	200
Total Org. Carbon	415-1/SW9060				1.1	2.2	1.8	ND<1.0	--	5.5
Total Suspended Solids	SM2540D				5	110	ND<5.0	ND<5.0	--	ND<5.0
Field Screening Data										
Turbidity (NTU)					0	4.4	0	--	--	2.2
Conductivity (uS/cm)					173	1320	965	--	--	347
Dissolved Oxygen (ppm)					0.77	0.24	3.09	--	--	8.59
ORP (mV)					8	0	185	--	--	182
pH					6.04	6.02	6.01	--	--	8.07
Temperature (°C)					11.79	15.27	16.27	--	--	11.67

Notes and Abbreviations:

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

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

SAMPLE DESIGNATION	METHOD	RSR GAGPC	RSR SWPC	RSR RVC ¹	SW-B	SW-C	SW-D	SW-E	SW-F	TE-032612
SAMPLING DATE					3/26/2012	3/26/2012	3/26/2012	3/26/2012	3/26/2012	3/26/2012
COMMENTS					Surface Water	Trip Blank				
WELL DEPTH (ft.)										
LOCATION					SW-B	SW-C	SW-D	SW-E	SW-F	
Volatile Organic Compounds (ug/l)	524.2	(ug/l)	(ug/l)	(ug/l)						
1,1-Dichloroethane		70	NE	34,600	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
1,2,4-Trichlorobenzene		70	NE	NE	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
1,2-Dichlorobenzene		600	170,000	30,500	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
1,2-Dichloroethane		1	2,970	21	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
1,4-Dichlorobenzene		75	26,000	24,200	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
Benzene		1	710	215	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
Bromobenzene		NE	NE	NE	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
Chlorobenzene		100	420,000	1,800	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
Chloroform		6	14,100	287	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
Methylene Chloride		5	48,000	50,000	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
Tetrachloroethene		5	88	1,500	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
Toluene		1,000	4,000,000	23,500	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
Trichloroethane		5	2,340	219	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
Vinyl chloride		2	15,750	2	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
Total Metals (mg/l)										
Aluminum	200.7/6010	NE	NE	NE	0.051	ND<0.010	0.236	0.039	ND<0.010	--
Antimony	200.7/6010	0.006	86	NE	ND<0.005	ND<0.005	ND<0.005	ND<0.005	ND<0.005	--
Arsenic	200.7/6010	0.05	0.004	NE	ND<0.004	ND<0.004	ND<0.004	ND<0.004	ND<0.004	--
Barium	6010/E200.7	1	NE	NE	0.029	0.017	0.014	0.026	0.084	--
Calcium	200.7/6010	NE	NE	NE	32	25.1	22	29.4	105	--
Copper	6010/E200.7	1.3	0.048	NE	ND<0.005	ND<0.005	0.008	ND<0.005	ND<0.005	--
Iron	6010/E200.7	NE	NE	NE	1.08	0.051	0.056	0.727	1.05	--
Lead	7421/S3113B	0.015	0.013	NE	ND<0.002	ND<0.002	ND<0.002	ND<0.002	ND<0.002	--
Magnesium	200.7/6010	NE	NE	NE	12.3	5.32	5.38	7.28	23.6	--
Manganese	200.7/6010	NE	NE	NE	0.143	0.015	0.021	0.073	0.344	--
Nickel	200.7/6010	0.1	0.88	NE	0.003	0.003	0.002	0.002	0.003	--
Potassium	6010/E200.7	NE	NE	NE	2.9	4.2	2.3	2.4	6.9	--
Sodium	200.7/6010	NE	NE	NE	23.7	42.8	26.4	35.3	109	--
Vanadium	200.7/6010	0.05	NE	NE	ND<0.002	ND<0.002	ND<0.002	ND<0.002	ND<0.002	--
Zinc	200.7/6010	5	0.123	NE	0.003	ND<0.002	0.003	0.005	0.011	--

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

SAMPLE DESIGNATION	METHOD	RSR GAGRC	RSR SWPC	RSR RVC*	SW-B	SW-C	SW-D	SW-E	SW-F	TB-032612
SAMPLING DATE					3/26/2012	3/26/2012	3/26/2012	3/26/2012	3/26/2012	3/26/2012
COMMENTS					Surface Water	Trp/Blank				
WELL DEPTH (ft)										
LOCATION					SW-B	SW-C	SW-D	SW-E	SW-F	
Other Analyses (mg/l)										
Alkalinity (CaCO3)	SM2320B	--	--	--	28	54	33	28	72	--
Ammonia as Nitrogen	S4500NH3	--	--	--	0.08	0.07	0.1	0.09	0.21	--
B.O.D./5 day	SM5210B	--	--	--	ND<4.0	ND<4.0	ND<4.0	ND<4.0	ND<4.0	--
C.O.D.	SM5220 D	--	--	--	11	11	ND<10	ND<10	15	--
Chloride	300.0/9056	--	--	--	85.4	67.6	47.4	82.4	290	--
Hardness (CaCO3)	300.0/9056	--	--	--	131	84.6	77.1	103	359	--
Nitrate as Nitrogen	300.0/9056	--	--	--	ND<0.05	0.44	0.11	0.1	0.38	--
Nitrite as Nitrogen	E365:2	--	--	--	ND<0.01	ND<0.01	ND<0.01	ND<0.01	ND<0.10	--
Phosphorus as P	9010/335:3	--	--	--	0.02	ND<0.01	ND<0.01	0.02	ND<0.01	--
Sulfate	300.0/9056	--	--	--	9.9	17.5	15	12.3	29.8	--
Tot. Diss. Solids	SM2540C	--	--	--	260	200	170	240	780	--
Tot. Org. Carbon	415:1/SW9060	--	--	--	2.7	1.9	1.6	2	1.3	--
Total Suspended Solids	SM2540D	--	--	--	ND<5.0	ND<5.0	8	ND<5.0	ND<5.0	--
Field Screening Data										--
Turbidity (NTU)					4.9	0.4	0.8	1.4	1.2	--
Conductivity (uS/cm)					392	370	276	386	1170	--
Dissolved Oxygen (ppm)					11.55	7.26	10.43	8.73	9.71	--
ORP (mV)					302	190	170	59	44	--
pH					6.5	8.04	8.3	8.21	7.64	--
Temperature (°C)					14.2	9.8	11.13	12.33	12.65	--

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

SAMPLE DESIGNATION	METHOD	RSR GAGPC	RSR SWPC	RSR RVC	38-MWRD	41-MWRD	65-MWRD	202-SRD	206-SRD	211-SRD
SAMPLING DATE					3/27/2012	3/27/2012	3/27/2012	3/27/2012	3/27/2012	3/27/2012
COMMENTS					Active	Active	Active	Active	Active	Active
WELL DEPTH (ft.)					Unknown	Unknown	Unknown	Unknown	Unknown	Unknown
LOCATION					Meadowood Road	Meadowood Road	Meadowood Road	Separatist Road	Separatist Road	Separatist Road
Volatile Organic Compounds (ug/l)	524.2	(ug/l)	(ug/l)	(ug/l)						
1,1-Dichloroethane		70	NE	34,600	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
1,2,4-Trichlorobenzene		70	NE	NE	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
1,2-Dichlorobenzene		600	170,000	30,500	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
1,2-Dichloroethane		7	2,970	21	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
1,4-Dichlorobenzene		75	26,000	24,200	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
Benzene		1	710	215	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
Bromobenzene		NE	NE	NE	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
Chlorobenzene		100	420,000	1,800	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
Chloroform		6	14,100	287	ND<0.50	ND<0.50	0.5	ND<0.50	0.59	1
Methylene chloride		5	48,000	50,000	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
Tetrachloroethene		5	88	1500	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
Toluene		1,000	4,000,000	23,500	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
Trichloroethene		5	2,340	219	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
Vinyl chloride		2	15,750	2	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50	ND<0.50
Total Metals (mg/l)										
Aluminum	200.7/6010	NE	NE	NE	ND<0.010	ND<0.010	0.021	ND<0.010	ND<0.010	ND<0.010
Antimony	200.7/6010	0.006	86	NE	ND<0.005	ND<0.005	ND<0.005	ND<0.005	ND<0.005	ND<0.005
Arsenic	200.7/6010	0.05	0.004	NE	ND<0.004	ND<0.004	ND<0.004	ND<0.004	ND<0.004	ND<0.004
Barium	6010/E200.7	1	NE	NE	0.013	ND<0.002	0.012	0.01	0.002	0.01
Calcium	200.7/6010	NE	NE	NE	38.6	16.8	15.7	30.4	34.7	31.9
Copper	6010/E200.7	1.3	0.048	NE	ND<0.005	ND<0.005	0.132	0.037	0.012	0.007
Iron	6010/E200.7	NE	NE	NE	0.082	0.096	0.043	0.021	ND<0.010	ND<0.010
Lead	7421/S3113B	0.015	0.013	NE	0.002	ND<0.002	ND<0.002	ND<0.002	ND<0.002	ND<0.002
Magnesium	200.7/6010	NE	NE	NE	7.39	3.02	5.67	7.41	5.96	7.52
Manganese	200.7/6010	NE	NE	NE	0.47	0.081	0.002	ND<0.001	ND<0.001	0.002
Nickel	200.7/6010	0.1	0.88	NE	ND<0.001	ND<0.001	0.001	0.001	ND<0.001	ND<0.001
Potassium	6010/E200.7	NE	NE	NE	2.1	1.3	2.4	3.2	5.4	4.3
Sodium	200.7/6010	NE	NE	NE	8.6	6.4	21.6	7.7	10.4	13.2
Vanadium	200.7/6010	0.05	NE	NE	ND<0.002	ND<0.002	ND<0.002	0.003	0.002	0.003
Zinc	200.7/6010	5	0.123	NE	ND<0.002	ND<0.002	0.004	0.017	0.006	0.002

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

SAMPLE DESIGNATION	METHOD	RSR GAGPC	RSR SWPC	RSR RVC ¹	38-MWRD	41-MWRD	65-MWRD	202-SRD	206-SRD	211-SRD
SAMPLING DATE					3/27/2012	3/27/2012	3/27/2012	3/27/2012	3/27/2012	3/27/2012
COMMENTS					Active	Active	Active	Active	Active	Active
WELL DEPTH (ft)					Unknown	Unknown	Unknown	Unknown	Unknown	Unknown
LOCATION					Meadowood Road	Meadowood Road	Meadowood Road	Separatist Road	Separatist Road	Separatist Road
Other Analyses (mg/l)										
Alkalinity (CaCO ₃)	SM2920B				102	49	46	59	74	68
Ammonia as Nitrogen	S4500NH3				0.13	0.11	0.09	0.07	0.07	0.08
B.O.D./5 day	SM5210B				ND<4.0	ND<4.0	ND<4.0	ND<4.0	ND<4.0	ND<4.0
C.O.D.	SM5220.D				ND<10	11	ND<10	ND<10	ND<10	ND<10
Chloride	300.0/9056				16.6	5.2	21.1	34.3	27.4	33
Hardness (CaCO ₃)	300.0/9056				127	54.4	62.6	106	111	111
Nitrate as Nitrogen	300.0/9056				ND<0.05	ND<0.05	2.39	1.11	2.01	2.89
Nitrite as Nitrogen	E365.2				ND<0.01	ND<0.01	ND<0.01	ND<0.01	ND<0.01	ND<0.01
Phosphorus as P	9010/335.3				0.02	ND<0.01	ND<0.01	ND<0.01	ND<0.01	ND<0.01
Sulfate	300.0/9056				21.8	11.5	20.7	15.5	18.5	17
Total Diss. Solids	SM2540C				180	94	140	170	170	180
Total Org. Carbon	415-1/SW9060				ND<1.0	ND<1.0	ND<1.0	ND<1.0	ND<1.0	ND<1.0
Total Suspended Solids	SM2540D				ND<5.0	ND<5.0	ND<5.0	ND<5.0	ND<5.0	ND<5.0
Field Screening Data										
Turbidity (NTU)					0.1	0	0.3	0.7	0	0
Conductivity (uS/cm)					338	174	266	361	339	352
Dissolved Oxygen (ppm)					13.97	8.64	10.12	8.65	10.24	7.74
ORP (mV)					112	43	225	274	203	232
pH					7.35	7.53	6.83	6.12	6.96	6.88
Temperature (°C)					9.78	10.97	11.46	10.5	10.17	11.11

Notes and Abbreviations:

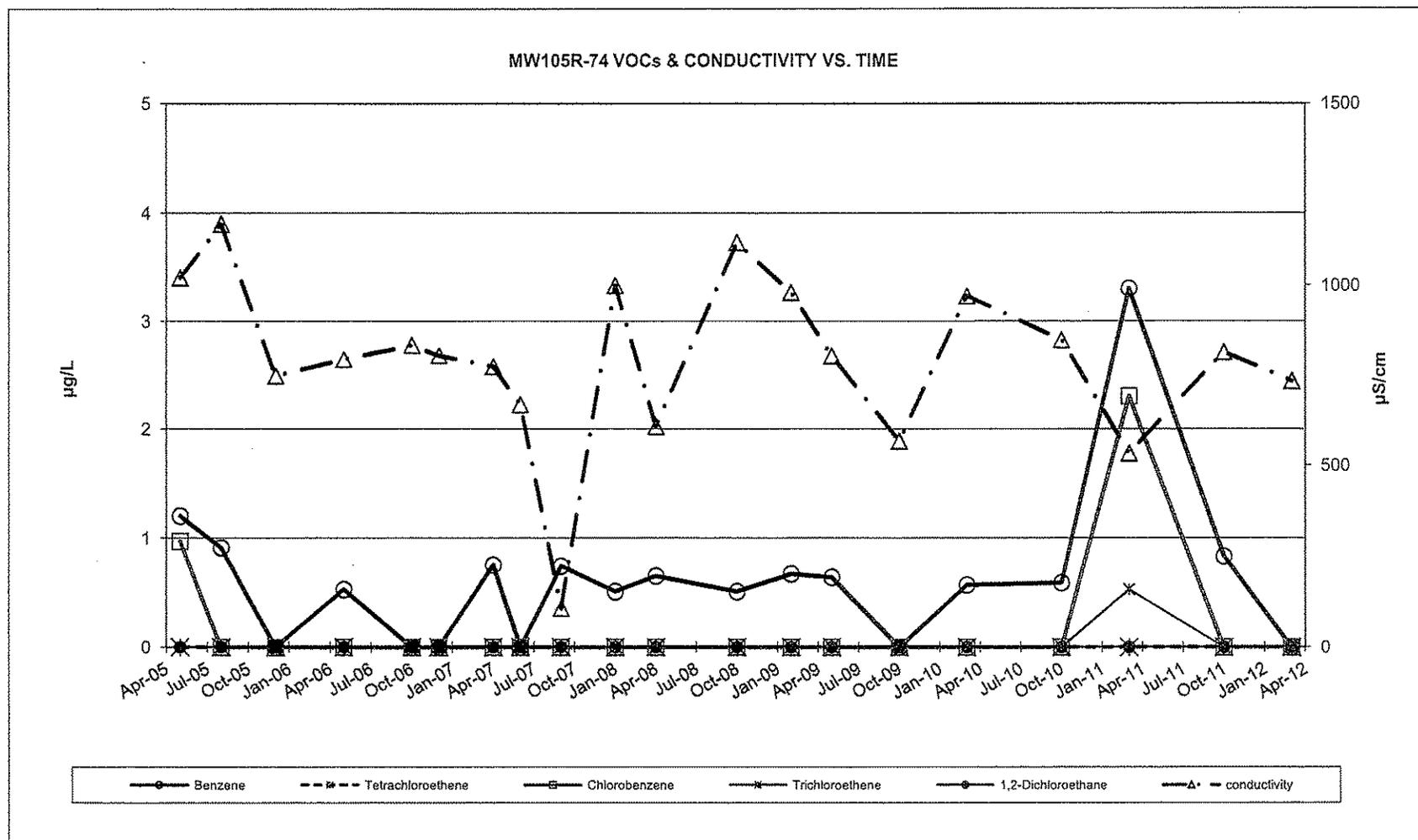
1. Samples were submitted to Phoenix Environmental Laboratories, Inc., Manchester, CT
2. RSR GA GPC: Connecticut Department of Environmental Protection (CTDEP) Remediation Standard Regulations (RSR) Groundwater Protection Criteria.
3. RSR SWPC: CTDEP RSR Surface Water Protection Criteria
4. RSR RVC: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

APPENDIX A

VOC Concentrations & Conductivity vs. Time Plots

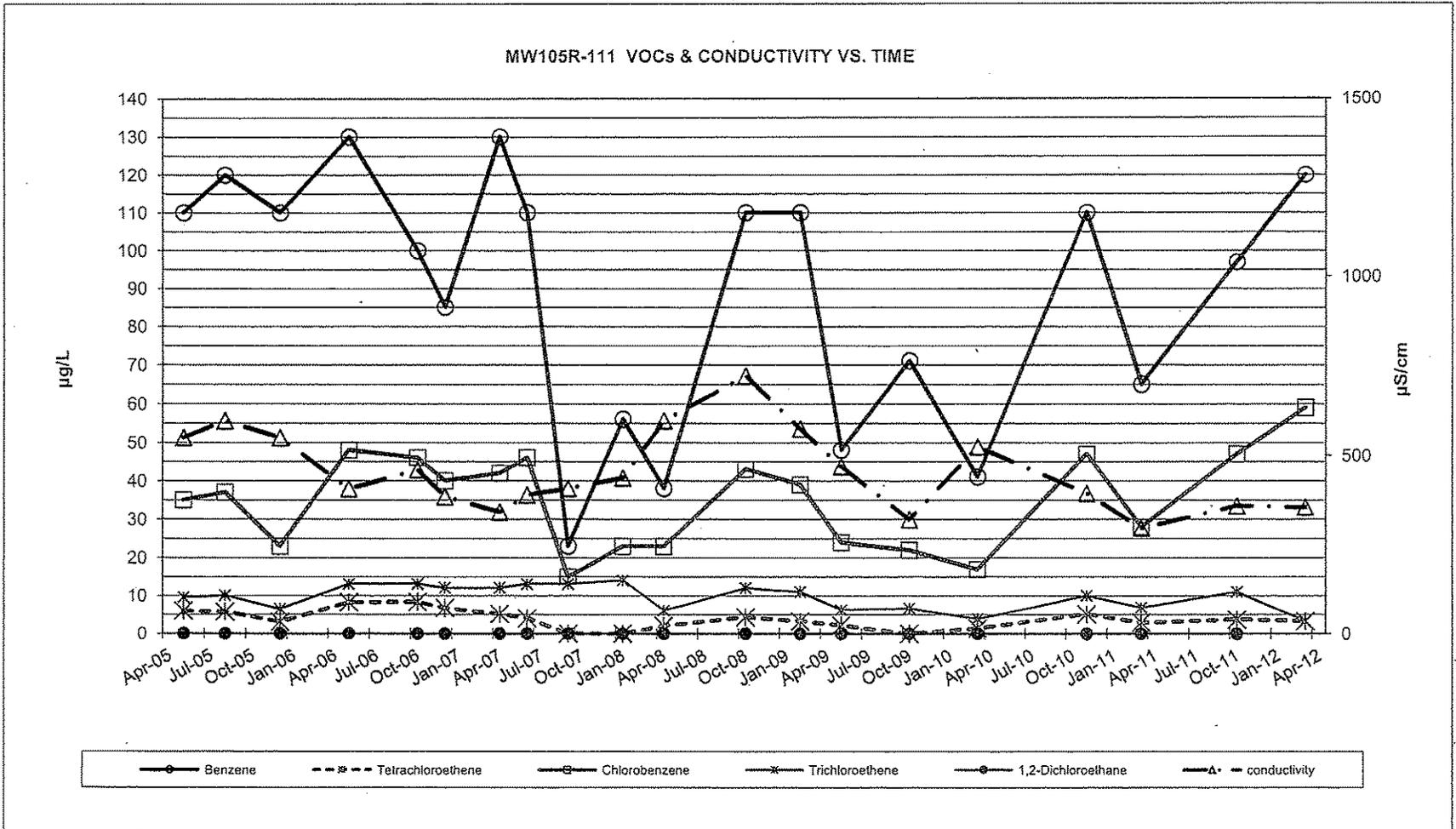
LONG-TERM MONITORING PLAN
 UCONN LANDFILL
 STORRS, CONNECTICUT

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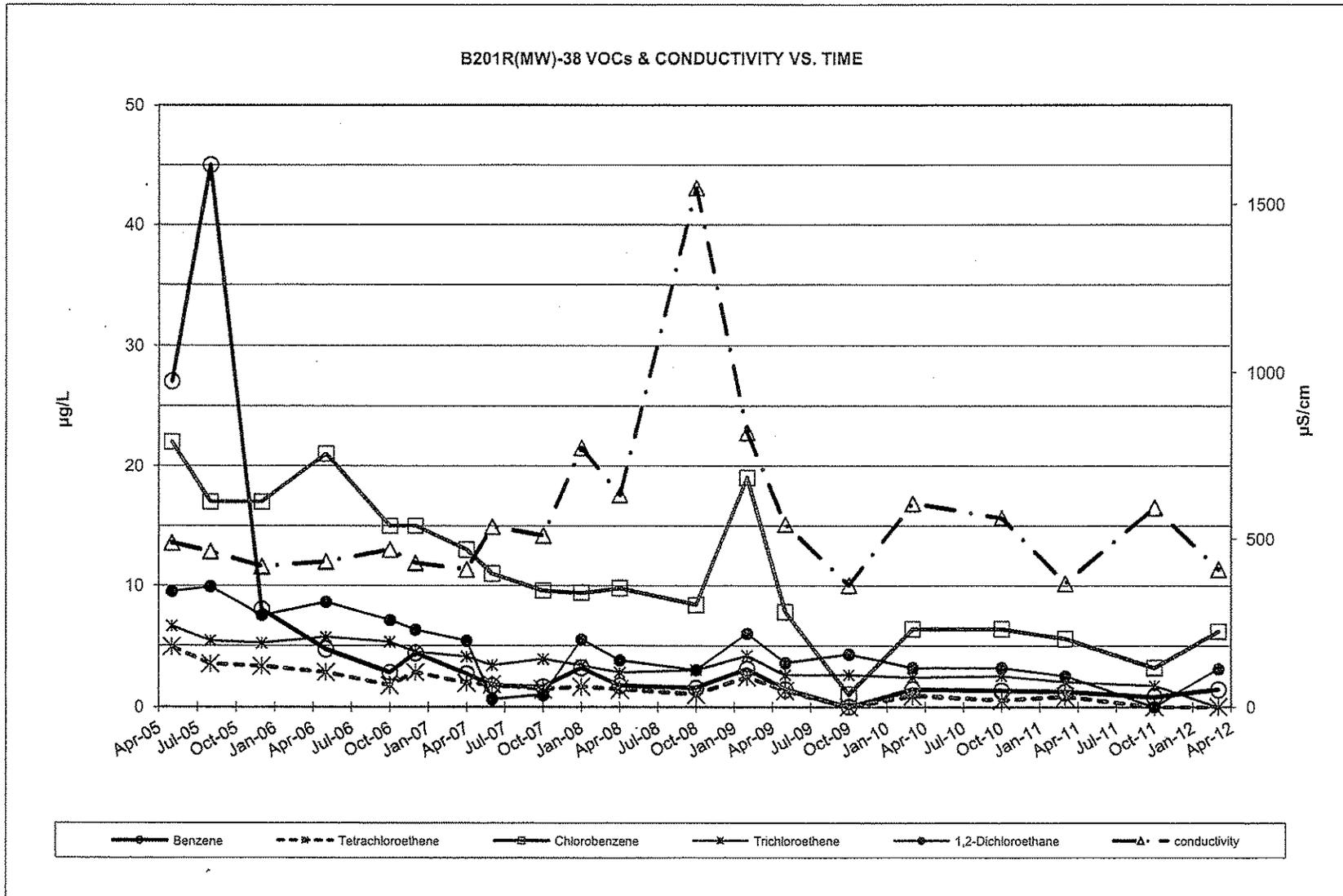
LONG-TERM MONITORING PLAN
 UCONN LANDFILL
 STORRS, CONNECTICUT

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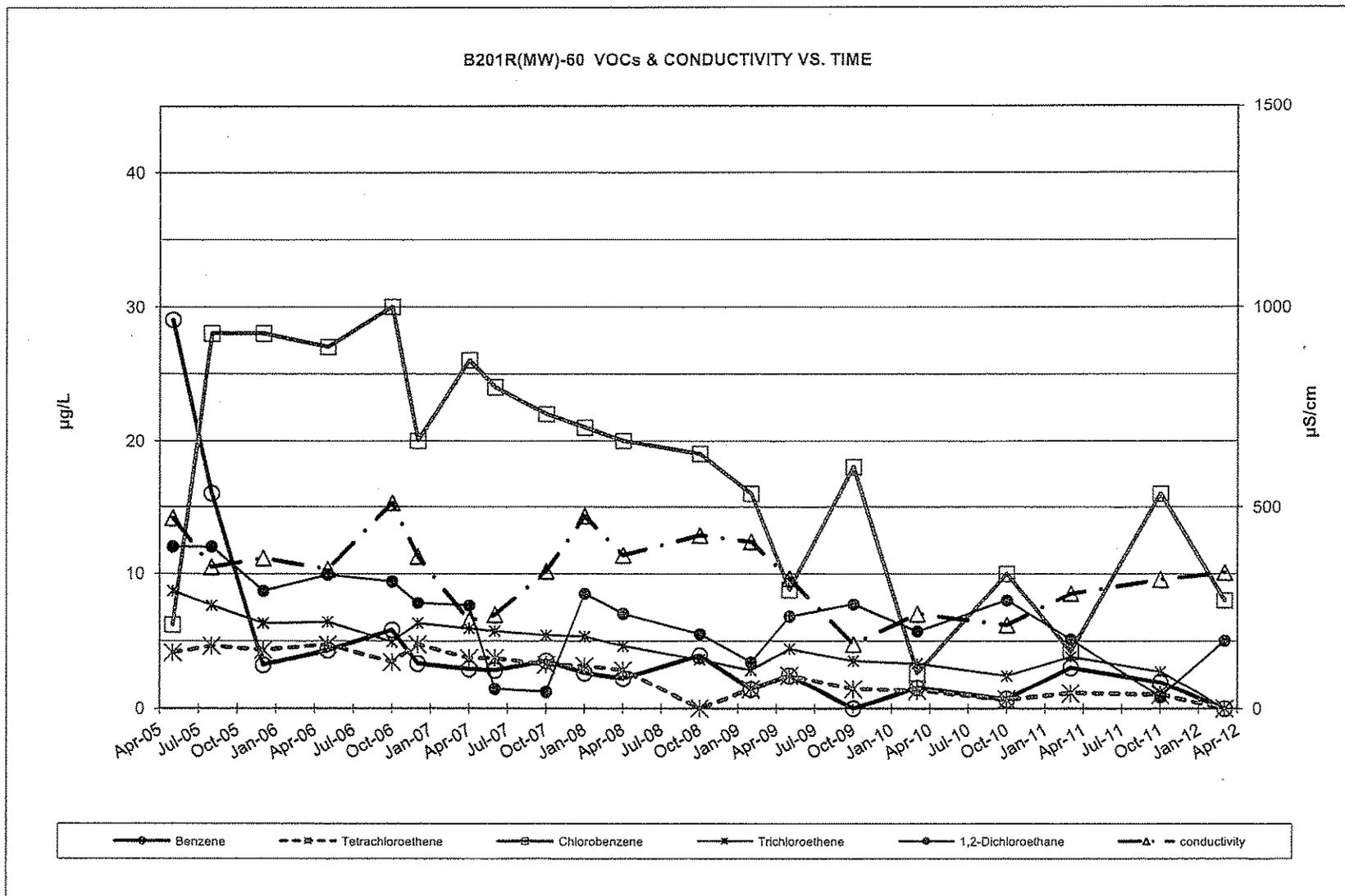
LONG-TERM MONITORING PLAN
 UCONN LANDFILL
 STORRS, CONNECTICUT

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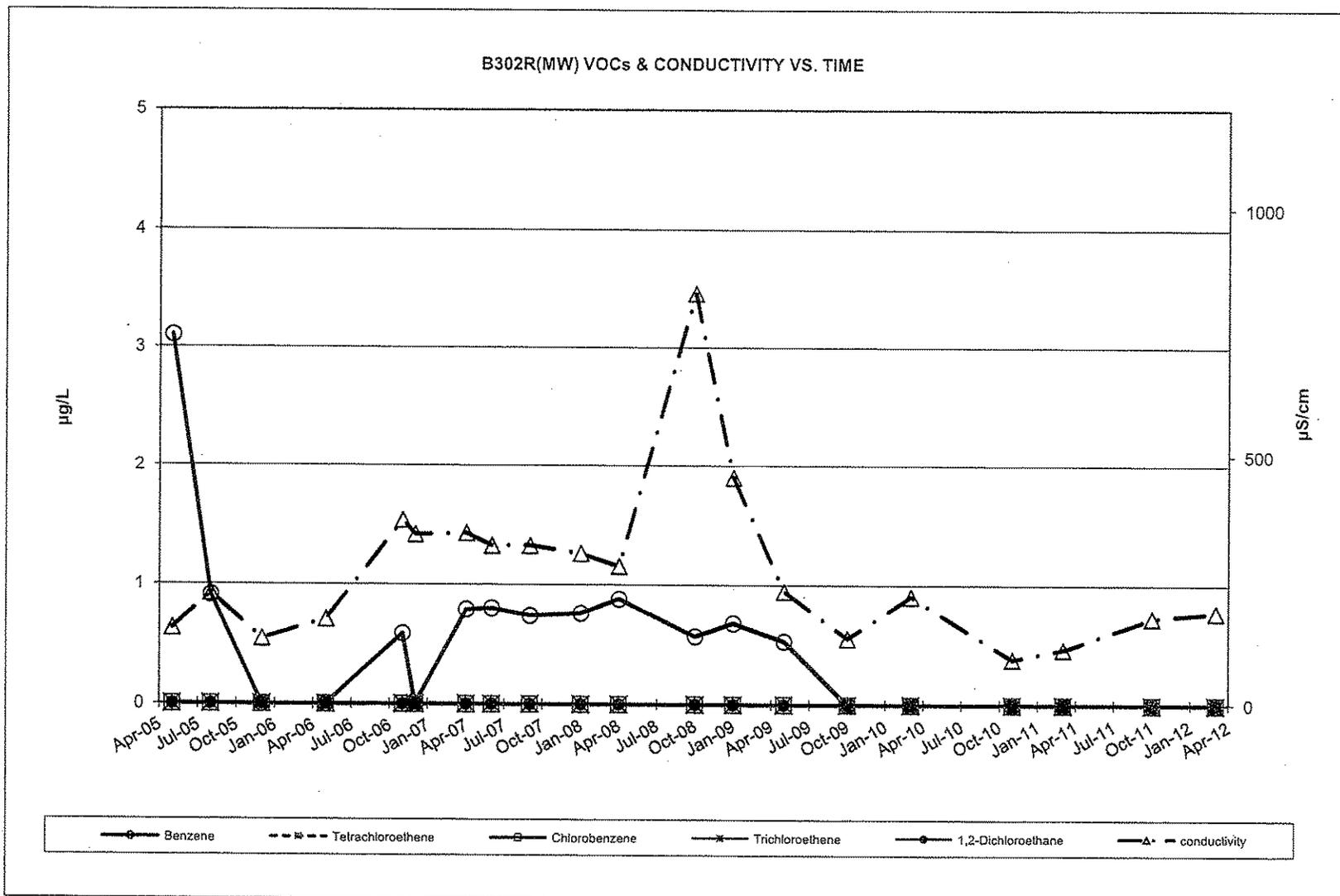
LONG-TERM MONITORING PLAN
 UCONN LANDFILL
 STORRS, CONNECTICUT

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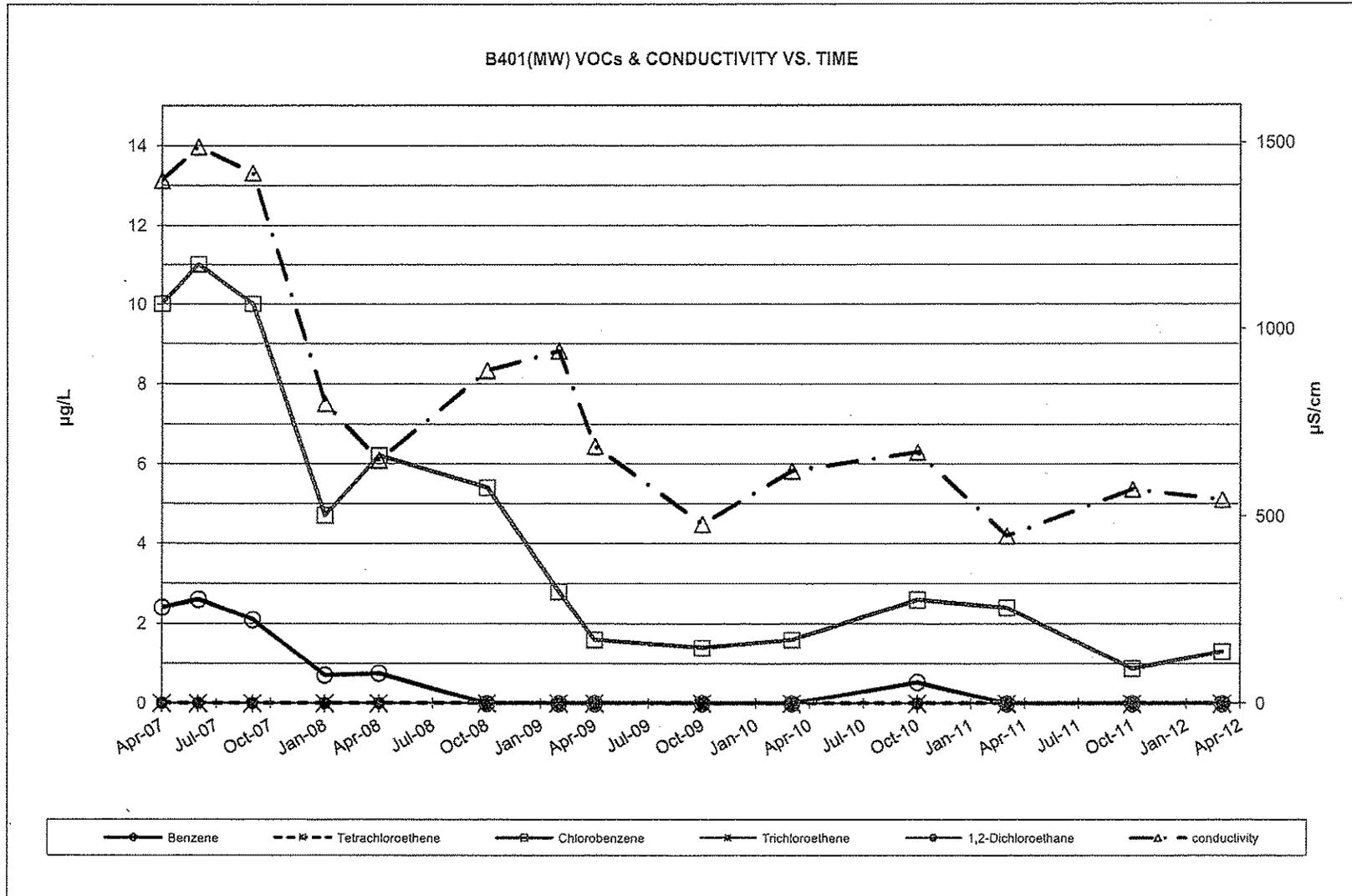
LONG-TERM MONITORING PLAN
 UCONN LANDFILL
 STORRS, CONNECTICUT

-70-



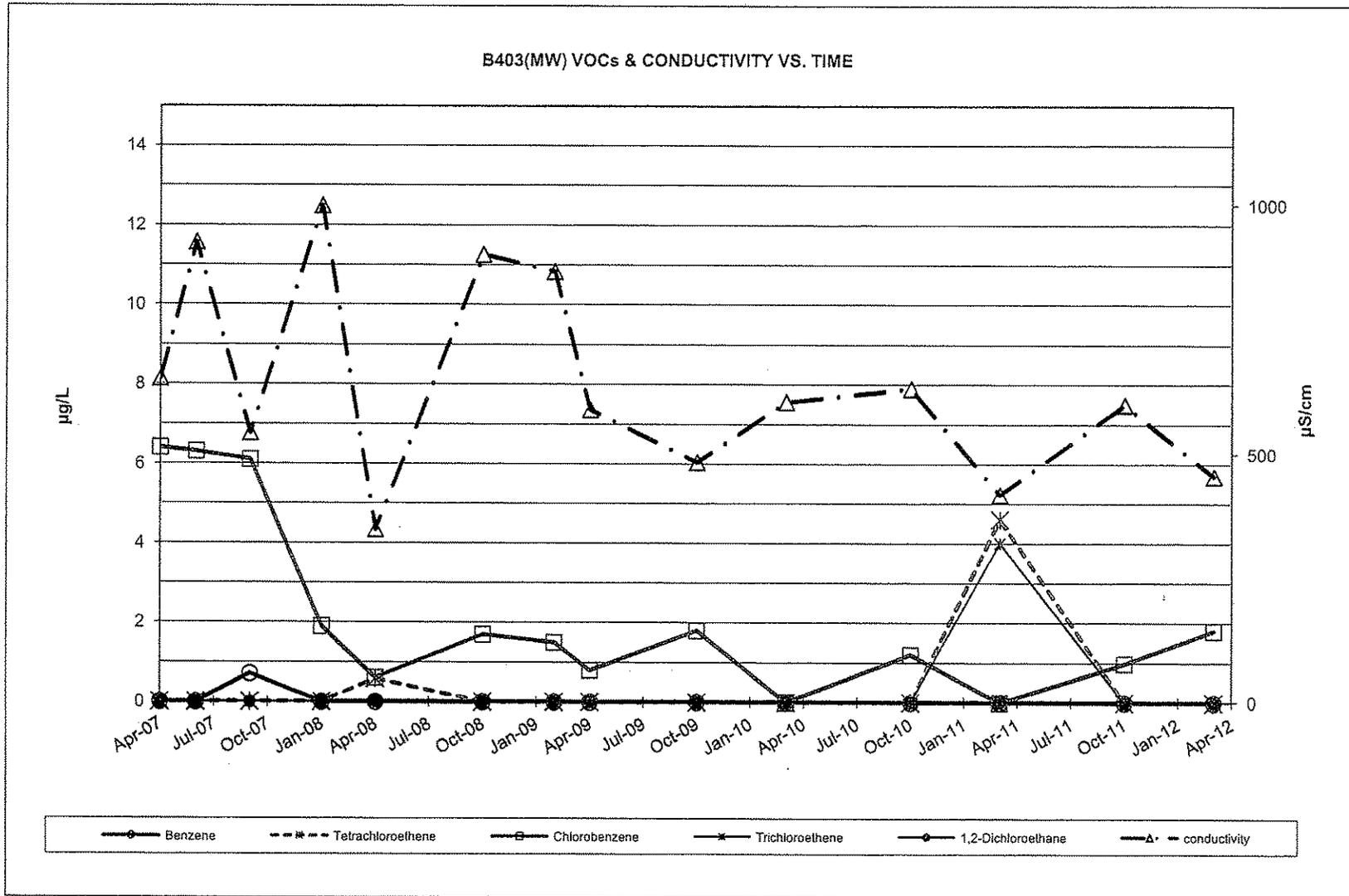
LONG-TERM MONITORING PLAN
 UCONN LANDFILL
 STORRS, CONNECTICUT

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LONG-TERM MONITORING PLAN
 UCONN LANDFILL
 STORRS, CONNECTICUT

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *Matt*
CC: Maria Capriola, Assistant to Town Manager; Linda Painter, Director of Planning and Development; Jennifer Kaufman, Parks Coordinator; Curt Vincente, Director of Parks and Recreation; Jessie Neborsky, Community Development Assistant
Date: May 29, 2012
Re: Neighborhood Assistance Act Programs

Subject Matter/Background

The Connecticut Department of Revenue Services has issued a solicitation for applications for the 2012 Neighborhood Assistance Act Program. This program provides a corporate tax credit to businesses that make cash contributions to the town to fund community programs conducted by either the municipal government or a tax exempt agency. The community program must be approved by both the municipal agency and the Connecticut Department of Revenue Services (DRS). Businesses can receive a Connecticut tax credit for their contributions to municipal programs that are approved by the Department of Revenue Services. The amount of the tax credit is determined by the type of project in which the business invests. The minimum investment required is \$250; the maximum investment for a business in any calendar year is \$150,000.

Eligible Programs

The following types of projects and community programs would be eligible for funding through the Neighborhood Assistance Act:

- *Energy Conservation Projects* (tax credit of 100% of cash invested) including projects to promote energy conservation that are directed toward properties occupied by low-income persons or properties owned or occupied by charitable organizations, foundations, trusts or other entities.
- *Community Programs* (tax credit of 60% of cash invested) including programs that provide community-based alcoholism prevention or treatment programs; neighborhood assistance; job training; education; community services; crime prevention; construction or rehabilitation of dwelling units for families of low and moderate income in the state; funding for open space acquisitions; child day care facilities (must be primarily for

children of employees of the sponsoring business); and any other program that serves persons at least 75% of whom are at an income level not exceeding 150% of the poverty level for the preceding year.

Based on the description of qualified programs, staff has initially identified the following projects for which the Town could seek funding through this program. Pursuant to program guidelines, we are required to hold a public hearing regarding proposed program applications and the Town Council must vote to approve the programs prior to application. Additional projects could be identified through the public hearing.

- *Water Harvesting at Mansfield Community Center.* This project includes installation of a system to collect, filter, store, and re-use rainwater from building roof areas. This project would make the facility more sustainable by reducing or eliminating the need for water from the local water supply system (UConn water system managed by Connecticut Water). Based on conversations with the Department of Revenue Services, we believe this project could qualify for the 100% tax credit for energy conservation programs.
- *Playground Construction at Mansfield Community Center.* The proposed community playground will be centrally located near downtown, Town Hall and the Community Center, and provide an accessible playscape for kids and families of all ages and abilities. The playground will be designed and built from raw materials to reflect our unique community, and will use volunteer labor during construction.
- *Improvements to Sunny Acres Park.* Sunny Acres Park is located in a densely populated area of southern Mansfield. It is the only town-owned active recreation area in this portion of Town and serves moderate to low income residents. The project would include: replacing and relocating the existing playscape; repairing the tennis court surface and replacing the tennis court fence; repairing the basketball court surface and replacing basketball hoops; and designing and installing a new parking area.
- *Open Space Acquisition and Stewardship.* Since the 1970's, Mansfield's Open Space Preservation Program has achieved a number of the land conservation goals set out in the Town's Plan of Conservation and Development (POCD). As the Town grows, the need to maintain a balance between developed areas and natural areas will require continued attention. The ability to use neighborhood assistant Act program funds for acquisition and stewardship would enable the Town to achieve more goals outlined in the recently approved Open Space Action Plan developed by the Open Space Preservation Committee, Agriculture Committee, Parks Advisory Committee and the Conservation Commission.

- *ADA Improvements to Community Facilities.* These projects would include installation of an accessible door opener at the Mansfield Community Center between the accessible changing room and the pool, installation of accessible door openers and an exterior ramp, as well as ADA compliant grab bars and sinks at the Mansfield Public Library.
- *South Eagleville Walkway.* This project would provide the missing link for pedestrians between Maple Road and Separatist Road; thus providing an important connection between the Senior Center, Wright's Village and the services and amenities located downtown, including the Community Center, Post Office and the Beck Municipal Building.

Timeline

Applications for municipal programs must be submitted to the Department of Revenue Services by July 2, 2012. The Department will issue a list of approved programs by September 1, 2012. Businesses interested in funding any of the approved programs must submit a Neighborhood Assistance Business Act Application to the Department of Revenue Services between September 15 and October 1, 2012.

Financial Impact

The financial impact would depend on the program. Draft project applications including budgets identifying funding sources and expenses for each project will be presented at the public hearing.

Legal Review

No legal review is required at this time.

Recommendation

Staff recommends that the Council schedule a Public Hearing for June 11, 2012 to receive public comment regarding potential program applications for the Neighborhood Assistance Program.

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

Move, to schedule a Public Hearing for 7:30 PM on June 11, 2012 to receive public comment regarding potential applications to the Neighborhood Assistance Program.

Attachments

- 1) Neighborhood Assistance Act information Sheet
- 2) Neighborhood Assistance Act Program Proposal (Form NAA-01)

Neighborhood Assistance Act Program Tax Credit

Description and Applicable Taxes

A tax credit under the Neighborhood Assistance Act (NAA) tax credit program may be earned by business firms that make cash investments of at least \$250 to certain community programs. The cash investments must be made in a community program that is proposed and conducted by a tax exempt or a municipal agency and must be approved both by the municipality in which the program is conducted and the Department of Revenue Services (DRS).

Business firms may apply this tax credit against the taxes imposed under Chapters 207, 208, 209, 210, 211, or 212 of the Connecticut General Statutes.

Definitions

Business firm means any business entity authorized to do business in Connecticut and subject to the taxes imposed under Chapters 207, 208, 209, 210, 211, 212, or 213a of the Connecticut General Statutes. For purposes of a business entity subject to the provisions of Chapter 213a of the Connecticut General Statutes, the tax credit earned by such entity may be used by the members or partners of such entity that are subject to tax under Chapter 208 of the Connecticut General Statutes.

Child day care facilities services mean the planning, site preparation, construction, renovation, or acquisition of facilities for purposes of establishing a child care facility to be used primarily by the children of such business firm's employees. It also includes equipment installed in the facility, including kitchen appliances, to the extent that the equipment or appliances are necessary in the use of the facility for purposes of child day care. The facility must be properly licensed and operated without profit.

Community services is any type of counseling and advice, emergency assistance, or medical care furnished to individuals or groups in the state.

Open space acquisition fund means a fund of any political subdivision of the state or any nonprofit land conservation organization that is used for the purchase of land, interest in land, or permanent conservation restriction on land which is to be permanently preserved as protected open space.

Education is any type of scholastic instruction or scholarship assistance to any person who resides in the state that enables such person to prepare for better opportunities, including teaching services donated according to §10-21c of the Connecticut General Statutes.

Energy conservation projects are projects to promote energy conservation that are directed toward properties occupied by low-income persons or properties owned or occupied by charitable corporations, foundations, trust, or other entities. These projects include but are not limited to energy conserving modification or replacement of windows and doors; caulking and weatherstripping; insulation; automatic energy control systems; hot water systems; equipment required to operate variable steam, hydraulic, and ventilating systems; replacement of burners, furnaces, or boilers; electrical or mechanical furnace ignition systems; or replacement or modification of lighting fixtures.

Families of low and moderate income mean families meeting the criteria for designation as families of low and moderate income established by the Department of Economic and Community Development under section 8-39(f) of the Connecticut General Statutes.

Job training means any type of instruction to any person who resides in the state that enables the person to acquire vocational skills to become employable or seek a higher grade of employment.

Neighborhood means any specific geographic area, urban, interurban, suburban, or rural, which is experiencing problems endangering its existence as a viable and stable neighborhood.

Neighborhood assistance means the furnishing of financial assistance, labor, materials, or technical advice to aid in the physical improvement or rehabilitation of all or any part of a neighborhood.

Tax Credit Amount

A tax credit equal to 100% of the cash invested is available to business firms that invest in *energy conservation projects*.

A tax credit equal to 60% of the cash invested is available to business firms that invest in programs that provide: community-based alcoholism prevention or treatment programs; neighborhood assistance; job training; education; community services; crime prevention; construction or rehabilitation of dwelling units for families of low and moderate income in the state; funding for open space acquisitions; child day care facilities; child care services; and any other program which serves persons at least 75% of whom are at an income level not exceeding 150% of the poverty level for the preceding year.

The NAA tax credit program has several statutory limits which must be observed, including the following:

- The total tax credits under the NAA tax credit program are limited to \$150,000 annually for each business firm. The tax credit for investments in child care facilities may not exceed \$50,000 per income year for each business firm.

- The minimum contribution on which a tax credit can be granted is \$250.
- Any organization conducting a program or programs eligible to receive contributions under the NAA tax credit program is limited to receiving an aggregate of \$150,000 of funding for any program or programs for any fiscal year.
- The total amount of all tax credits allowed has a \$5 million cap which, if exceeded, results in proration of approved tax credits among the approved organizations.
- No business firm will receive both the NAA tax credit and the Housing Program Contribution tax credit for the same cash contribution.
- No business firm may claim the tax credit for investments in child care facilities in an income year that the business firm claims the Human Capital Investment tax credit.

Carryforward and Carryback Limitations

No carryforward is allowed. Any tax credit that is not taken in the income year in which the investment was made may be carried back to the two immediately preceding income years (beginning with the earlier of the two years).

How to Apply

Tax-exempt entities and municipal agencies desiring to obtain benefits under the NAA tax credit program must complete **Form NAA-01**, *Connecticut Neighborhood Assistance Act Program Proposal*, Parts I, II, and III and submit the form to the municipal agency overseeing the implementation of the proposal. The overseeing municipal agency then completes Part IV of Form NAA-01 and submits the form to DRS on or before **July 1** of each year. Prior to submitting Form NAA-01 to DRS, each municipality must hold a public hearing on all program applications. The governing body of the municipality must vote to approve the programs. Copies of the public hearing notice and minutes of the meeting approving the programs must be submitted by the municipality with the program proposals on or before July 1 of each year.

Business firms that wish to make a cash contribution to a qualified community program can obtain a list of approved programs by September 1 of each year. The business firms are required to complete **Form NAA-02**, *Neighborhood Assistance Act Business Application*, and mail or hand deliver the form to DRS between **September 15** and **October 1** of each year. No facsimiles are accepted.

How to Claim the Tax Credit

DRS issues a Neighborhood Assistance Act program approval letter to business firms that make qualifying contributions. The letter indicates the tax credit amount that may be claimed on the Connecticut Corporation Business Tax Return. The tax credit amount must be entered on **Form CT-1120K**, *Business Tax Credit Summary*, and/or **Form CT-207K**, *Insurance/Health Care Tax Credit Schedule*.

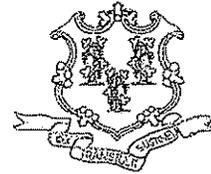
Where to Get Additional Information

Direct inquiries to:

Connecticut Department of Revenue Services
 Neighborhood Assistance Act Program
 Attn: Research Unit
 25 Sigourney St Ste 2
 Hartford CT 06106
 860-297-5687
www.ct.gov/DRS

Statutory and Regulatory References

Conn. Gen. Stat. §§12-631 through 12-638



Municipality: _____

Form NAA-01
2012 Connecticut Neighborhood Assistance Act (NAA)
Program Proposal

Complete this form in blue or black ink only.

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

Part I — General Information

Name of tax exempt organization/municipal agency: _____

Address: _____

Federal Employer Identification Number: _____

Program title: _____

Name of contact person: _____

Telephone number: _____

Email address: _____

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ _____

Credit percentage for which your organization is applying:

60%

100% (Energy conservation programs only)

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

Yes

No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

Please check the appropriate description of your program:

- Job training/education for unemployed persons aged 50 or over;
- Job training/education for disabled persons;
- Program serving low-income persons;
- Energy conservation;
- Child care services;
- Open space acquisition fund; or
- Other: Specify _____

Part II — Program Information

Description of program: _____

Need for program: _____

Neighborhood area to be served: _____

Total number of recipients: _____

Administration of Program:

Identify every person or organization involved in the implementation and administration of the program. Use additional sheets if necessary.

1. Name: _____

Address: _____

Duties and responsibilities: _____

2. Name: _____

Address: _____

Duties and responsibilities: _____

Timetable:

Program start date: _____
Program completion date: _____

A certified post-project review is due to the municipality overseeing implementation no later than three months after program completion date for all projects receiving \$25,000 or more in NAA funding.

Month your annual accounting period ends: _____
Method of accounting: Cash Accrual

Part III — Financial Information

Program Budget:

Complete in full. Expenditures must equal or exceed total funding.

Sources of Revenue:

NAA funds requested _____
Other funding sources - itemized sources:
a) _____
b) _____
c) _____
d) _____

Total Funding: _____

Proposed Program Expenditures:

Direct operating expenses - itemized description:
a) _____
b) _____
c) _____
d) _____

Administrative expenses:
Professional fund-raising fees _____
Accounting/legal & other expenses - itemized:
a) _____
b) _____
c) _____
d) _____

Total Proposed Expenditures: _____

Part IV — Municipal Information

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program: _____ _____
Mailing address: _____ _____
Name of municipal liaison: _____
Telephone number: _____
Fax number: _____
Email address: _____

Post-Project Review
Is a post-project review required for this proposal?
<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, date post-project review due:

Date

**2012 Connecticut Neighborhood Assistance Act (NAA)
Program Proposal
Instructions**

Complete all items on **Form NAA-01**, *2012 Connecticut Neighborhood Assistance Act (NAA) Program Proposal*. Incomplete applications will **not** be accepted. Direct inquiries to Department of Revenue Services (DRS), Neighborhood Assistance Act Program, Attn: Research Unit, 25 Sigourney St Ste 2, Hartford CT 06106, or call **860-297-5687**.

Part I General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

Program Title: Assign a unique program title to each program for which your organization is making an application.

Federal Form 990: Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

Part II Program Information

Description of Program: Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

Need for Program: Demonstrate a need for this program. For example, provide relevant statistics.

Neighborhood Area to Be Served: Describe the neighborhood or municipality this program will serve.

Total Number of Recipients: Provide an estimate of the number of recipients this program will serve.

Administration of Program: Identify the name and address of every person or organization involved in the implementation and administration of this program. Use additional sheets if necessary.

Timetable: Indicate the starting and ending dates of the program. Any program receiving \$25,000 or more in NAA funding is required to provide a post-project review to the municipality overseeing the program.

Part III Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

Sources of Revenue: The budget must include the requested NAA funding and any other anticipated revenue sources.

NAA Funding Requested: Indicate the total amount your organization is requesting for its program. This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

Other Funding Sources: Provide a detailed description(s) and the amount(s) of all funding sources.

Proposed Program Expenditures: The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

Direct Operating Expenses: Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

Part IV Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

Municipal Liaison: The municipality must designate an individual to serve as a liaison with DRS for all NAA matters.

Post-Project Review: Any program receiving \$25,000 or more in NAA funding is required to provide a post-project review to the municipality overseeing the program.



**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 29, 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. 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."

As you also know, a draft of the Parking Management Agreement dated May 14, 2012, was presented to you at the May 14th Town Council meeting. Following extensive discussion, Councilors raised seven issues, and the motion to approve the May 14, 2012 draft was tabled pending review and reconsideration and possible recommendations for amendments to the draft by staff.

After careful review and consideration of the issues raised by Councilors at your last meeting, the Town Attorney and I recommend the following revisions to the May 14, 2012 draft:

- In section 4(P), we have inserted a sentence to clarify that the public garage account will be audited every year by Town auditors during the annual Town audit
- In section 5(A)(2), we have minimally rearranged the subsection and added references to Parking Management Agreement Schedules 3 (Maintenance Schedule) and subsections 7, 8 and 10 of Schedule 4 (Schedule of Operating Expenses), in order to define the terms "routine maintenance, routine preventive maintenance, and routine repairs" (operating expenses) to be funded by the public garage in a way that more

clearly differentiates the terms from “necessary capital improvements” to be funded by the Replacement and Reserve fund

- In section 10, regarding “Notice,” we have substituted “Leyland Storrs, LLC” for “Storrs Center Alliance, LLC,” as the “Operator” required to receive notice per the Agreement
- In Section 11C regarding “Dispute Resolution,” we have deleted the provision requiring arbitration following failed mediation, and added a sentence to section 11B to permit the parties to seek relief in court if a dispute is not resolved within 60 days after the first day of mediation

All the changes recommended above are acceptable to Leyland Storrs, LLC.

The Town Attorney and I also gave strong consideration to the suggestions that we strike the waiver of consequential damages in the “Termination” provision (section 7(E)) and the reimbursement of reasonable attorneys’ fees under the “Indemnification” section (section 9). We believe that these provisions primarily benefit the Town and should be retained in the final agreement.

Legal Review

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

Recommendation

Unless the Town Council wishes to make additional revisions to the **Parking Management Agreement**, staff recommends that the Council authorize me as Town Manager to execute the Agreement for 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 proposed **Parking Management Agreement**, as presented by staff in its draft dated May 24, 2012, by and between the Town of Mansfield and Leyland Storrs, LLC.*

Attachments

- 1) Proposed Parking Management Agreement dated May 24, 2012

PARKING MANAGEMENT AGREEMENT

Deleted: 14

Draft dated May 24, 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. Said books and records will be audited by Town auditors during the annual Town audit required by law. 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) Make "Necessary Capital Improvements." 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. Routine maintenance, routine preventative maintenance and routine repairs include, but are not limited to, all that are set forth in Schedule 3 and Schedule 4(7),(8) and (10), attached hereto. 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

Deleted: ("Necessary Capital Improvements")
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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 undismitted 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:

LEYLAND STORRS, 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

Deleted: j
Deleted: Storrs Center Alliance LLC

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. 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. If a dispute described in Paragraph 11(A) has not been resolved by mediation within sixty (60) days following the initial mediation session, each Party shall be free to seek a resolution in a court of competent jurisdiction in the State of Connecticut, unless the Parties to the dispute agree in writing to an extension of time.

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.

~~Deleted: 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.~~

~~Deleted: Arbitration.] 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 [... 11]~~

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(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]

4317468742151453.5

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).

Arbitration

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.

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.

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.

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)

PAGE
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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *Matt*
CC: Maria Capriola, Assistant to Town Manager; Mary Stanton, Town Clerk
Date: May 29, 2012
Re: Appointment of Council Member

Subject Matter/Background

On May 17, 2012, the Mansfield Republican Town Committee nominated Mr. David Freudmann as the Republican replacement for Meredith Lindsey, who has resigned from the Mansfield Town Council.

Recommendation

If the Town Council concurs with the recommendation made by the Republican Town Committee, the following motion is in order:

Move, effective May 29, 2012, to appoint David Freudman to serve as a member of the Town Council, to fill the vacancy created by Meredith Lindsey's resignation from the Council for the term ending November 5, 2013.

Attachments

- 1) T. Lent re: Appointment of Council member

Tony Lent
Daleville RD
Storrs CT 06268
May 17, 2012

Betsy Paterson
Mayor
Town of Mansfield
4 South Eagleville Road,
Storrs/Mansfield, CT 06268

Dear Betsy:

At its regular meeting of May 17, 2012, the Mansfield Republican Town Committee voted unanimously to appoint David Freudmann to fill the remainder of the term on Town council vacated by Meredith Lindsay.

Respectfully Submitted,



Tony Lent
Chairman, Mansfield Republican Town Committee

cc Matthew Hart, Town Manager
Mary Stanton, Town Clerk

**MANSFIELD DOWNTOWN PARTNERSHIP
FINANCE AND ADMINISTRATION COMMITTEE
TOWN HALL
CONFERENCE ROOM B**

THURSDAY, FEBRUARY 23, 2012

MINUTES

Present: Harry Birkenruth, Matt Hart, and Bill Simpson

Staff: Cynthia van Zelm

1. Call to Order

Harry Birkenruth called the meeting to order at 3:17.

2. Approval of Minutes from January 26, 2012

There was no quorum to approve the minutes.

3. Storrs Center and Commercial Tenanting

Cynthia van Zelm referred to the requirements in the development agreement between the Partnership and Storrs Center Alliance for Storrs Center Alliance to provide a business plan for each phase of Storrs Center.

Ms. van Zelm said there was the possibility of a consultant to assist with addressing the requirements of the business plan and questions that Committee members have regarding commercial tenanting.

Matt Hart suggested that the Committee develop benchmarks related to the elements in the business plan.

The Committee discussed questions for Storrs Center Alliance as it reviews Storrs Center Alliance's business plan in the future.

Ms. van Zelm will invite Shuprotim Bhaumik with HR&A Advisors to the next Finance and Administration Committee meeting to assist with review of the economic analysis of completed and future phases of Storrs Center vis a vis the business plan.

Ms. van Zelm said that Storrs Center Alliance has been working with the Partnership on a marketing plan for the Storrs Center commercial tenants. Tenants who have signed leases will be invited to a meeting in mid-March in

Storrs for discussion and input. Mr. Birkenruth suggested that Storrs Center Alliance provide an update to the Board of Directors at its April Board meeting.

4. Approval of FY2011/2012 Budget Adjustment and FY2012/2013 Budget

Ms. van Zelm said she had reviewed the Special Projects Coordinator position. She said that the duties had expanded over the last five years with the Coordinator taking on the majority of the work for the Partnership events, particularly the *Festival on the Green*, and communications work for the Partnership.

She said she worked with the Town's Human Resources staff to develop a reclassification of the position in line with similar staff positions in the Town.

Ms. van Zelm reviewed the compensation package for the Special Projects Coordinator and it was approved by consensus by the Committee. The changes would go into effect beginning in May in conjunction with the Coordinator's five-year anniversary.

The Committee discussed the FY2012/2012 budget. Mr. Hart suggested that the professional/technical line be revised to be \$35,000 (from Executive Director proposal of \$25,000) and contingency be revised to be \$15,000 from the \$25,000 proposal from the Executive Director.

The Committee approved, by consensus, recommending the FY2011/2012 budget adjustment and FY2012/2013 budget to the Board of Directors for its approval.

5. Partnership Directors and Officers Insurance

Ms. van Zelm said she had not heard back from Sumner & Sumner on its review of the liability limit on the Partnership's directors and officers insurance. Mr. Birkenruth asked Ms. van Zelm to ask John Zaccaro (who will be taking on Partnership attorney Lee Cole-Chu's duties as Mr. Cole-Chu begins his career as a judge) to review the policy.

6. Update on Relocation

Ms. van Zelm said she was pleased to report that the status of all relocation tenants has been determined. She recognized Partnership relocation consultant Phil Michalowski, former Partnership attorney Lee Cole-Chu, and Howard Kaufman and Macon Toledano from LeylandAlliance for working with her on the relocations.

7. Other

Mr. Hart reviewed the issue of the cost over-runs on the parking garage and said he would be updating the Board of Directors at its March meeting.

8. Adjourn

The meeting adjourned at 4:30 pm.

Minutes taken by Cynthia van Zelm

**MANSFIELD DOWNTOWN PARTNERSHIP
FINANCE AND ADMINISTRATION COMMITTEE
TOWN HALL
CONFERENCE ROOM B**

THURSDAY, JANUARY 26, 2012

MINUTES

Present: Phil Barry, Harry Birkenruth, Mark Hammond, Matt Hart, Bill Simpson and Frank Vasington

Staff: Cynthia van Zelm

1. Call to Order

Harry Birkenruth called the meeting to order at 3:02. He confirmed that he will chair the committee.

2. Approval of Minutes from December 15, 2011

Phil Barry made a motion to approve the December 15, 2011 minutes. Frank Vasington seconded the motion. The motion was approved unanimously.

3. Review of December 31, 2011 Financials

Cynthia van Zelm reviewed the December 31, 2011 financials with the committee.

Mr. Birkenruth noted that he hopes that the new commercial tenants who are not members will become members. Ms. van Zelm said there is a plan to outreach to them.

Committee members asked if the financials, under the grants, could be revised to reflect a different word than "Loss". The loss is actually money that has not been reimbursed by the funding agencies yet (the state and federal funding is done on a reimbursable basis).

Mr. Barry made a motion to accept the December 31, 2011 financials. Mr. Vasington seconded the motion. The motion was approved.

4. Approval of FY2011/2012 Budget Adjustments

Bill Simpson made a motion to approve the following budget adjustments as provided on the attached revised FY2011-FY2012 budget. Mr. Barry seconded

the motion. The revisions had been approved by the Partnership Board of Directors at its December 1, 2011 meeting.

5. Approval of FY2012/2013 Budget

Ms. van Zelm went over some of the key items in the proposed budget. She said that Partnership relocation consultant Phil Michalowski expects his work to be complete by June 30, 2012. Ms. van Zelm built in a \$5,000 cushion for his services in case there is still some work to be completed after June 30.

With respect to other professional/technical work, Ms. van Zelm included some funding for consultant work to assist with review of the master developer's plans for the next phase, and other professional assistance as needed.

Mr. Birkenruth said he sees the Partnership's on-going mission to do all it can to assure economic success of Storrs Center. Ms. van Zelm said there are preliminary plans to assist the new commercial tenants and they will be reviewed with the new tenants early this spring.

The Committee wanted to have further discussion at its next meeting on the professional/technical and contingency lines in the budget. The Committee signed off on the rest of the budget.

6. Partnership Directors and Officers Insurance

Ms. van Zelm shared a memo from Partnership attorney Lee Cole-Chu regarding his review of the liability limit on the Partnership's directors and officers insurance. The Committee asked Ms. van Zelm to review the limit with its insurance agent at Sumner & Sumner.

7. Other

Ms. van Zelm said that Phil Spak had resigned from the Committee. Mr. Birkenruth asked Committee members to think about other possible members to join the Committee.

Ms. van Zelm said she would be away during the March meeting. Mr. Birkenruth asked her to poll Committee members for alternative dates in March to meet.

8. Adjourn

Mark Hammond made a motion to adjourn. Bill Simpson seconded the motion. The motion was approved unanimously. The meeting adjourned at 3:55 pm.

Minutes taken by Cynthia van Zelm

Mansfield Board of Education Meeting
April 12, 2012
Minutes

Attendees: Mark LaPlaca, Chair, Shamim Patwa, Vice-Chair, April Holinko, Katherine Paulhus, Jay Rueckl, Randy Walikonis, Superintendent Fred Baruzzi, Board Clerk, Celeste Griffin
Absent: Carrie Silver-Bernstein, Martha Kelly, Holly Matthews

The meeting was called to order at 7:31pm by Mr. LaPlaca.

Martha Kelly and Carrie Silver-Bernstein arrived at 7:36pm

SPECIAL PRESENTATION: Lisa Eaton, Vinton School Nurse, and student volunteers presented the 95210 for Health program at Vinton.

HEARING FOR VISITORS: Sara Anderson, Chair of MAC's Mansfield Community Playground Committee informed the Board of the Committee's upcoming Design Day which will include visits to all three elementary schools on May 4, 2012.

COMMUNICATIONS: None

ADDITIONS TO THE PRESENT AGENDA: None

REPRESENTATIVE HADDAD: Presented a legislative update to the Board, particularly on SB24 regarding education reform.

COMMITTEE REPORTS: Personnel Committee: Ms. Patwa reported that the Personnel Committee has begun negotiations with UPSEU and the MMS Principal position will be reposted.

REPORT OF THE SUPERINTENDENT:

- Quarterly Financial Update: Cherie Trahan, Director of Finance, offered to answer any questions on the Quarterly Financials which the Board accepted at the March meeting.
- CT Partnership Plan: Mrs. Trahan reported that the Town's Benefits Consultant will be reviewing the plan offered by the State and will advise the Town on how to proceed.
- 2012-2013 Budget: Mrs. Trahan reported that Council is conducting budget review meetings.
- Kindergarten Program: The prek-4 building principals discussed changes to the Kindergarten program description, which is in the Parent Handbook. MOTION by Ms. Silver-Bernstein, seconded by Ms. Patwa, with a friendly amendment by Mr. Rueckl, to endorse the revision but instruct principals to revise wording to the extent possible in an effort to be more specific. After some discussion, VOTE: Walikonis, Holinko, Patwa, Rueckl, Silver-Bernstein in favor. Paulhus opposed. Kelly – abstained. MOTION passed.
- China Trip-MMS Teacher: Mr. Cryan reported that Melissa Batulevitz, MMS Grade 6 teacher, is in China part of a CT delegation of teachers and administrators visiting China for the first time. He also reported that the middle school's fifth exchange of students will happen when 17 students, a teacher and an administrator arrive here on April 25th.
- Upcoming Retreat: Mr. Baruzzi discussed with the Board items for discussion at the May Board Retreat.
- Enhancing Student Achievement: Eight new projects were reviewed and will be implemented at the schools in support of this activity.
- Class Size/Enrollment: The principals reported no significant change in enrollment.

NEW BUSINESS: None

CONSENT AGENDA: MOTION by Mr. Walikonis, seconded Mrs. Kelly that the following items for the Board of Education meeting of April 12, 2012 be approved or received for the record: VOTE: Unanimous in favor.

That the Mansfield Public Schools Board of Education approves the minutes of the March 8, 2012 Board meeting.
That the Mansfield Public Schools Board of Education accepts the retirement of Tom Rameaka, Special Education Teacher, Southeast School effective June 30, 2012.

That the Mansfield Public Schools Board of Education approves the request for a leave of absence for the 2012-2013 school year from Catherine Hain, Grade 4 teacher at Vinton School.

HEARING FOR VISITORS: None

SUGGESTIONS FOR FUTURE AGENDA: None

Executive Session: MOTION by Ms. Patwa, seconded by Mrs. Holinko, to discuss non-renewal of teachers, contract negotiations, and discussion regarding attorney-client privileged written communication at 10:15pm VOTE: Unanimous in favor.

The Board returned to open session at 10:41pm.

MOTION by Mr. Walikonis, seconded by Ms. Silver-Bernstein to accept the recommendation of the Superintendent regarding non-renewal of teachers. VOTE: Unanimous in favor with Mrs. Paulhus abstaining.

MOTION by Ms. Patwa, seconded by Mrs. Holinko to refer the proposed Code of Ethics to the Board of Education policy committee for consideration of a similar and/or parallel code for Board of Education employees and to permit the Board's attorney to respond to the Town's Attorney regarding the proposed ordinance. VOTE: Unanimous in favor.

MOTION by Ms. Patwa, seconded by Mr. Rueckl to adjourn at 10:45pm. VOTE: Unanimous in favor

Respectfully submitted,

Celeste Griffin, Board Clerk

MINUTES, HUMAN SERVICES ADVISORY COMMITTEE

MARCH 21, 2012

PRESENT: Ron Baker (First Baptist Church), at large; Jane Blanshard (Disabilities), secretary; Dexter Eddy (Housing Authority); Kevin Grunwald (ex officio); Lorraine Kenowski, at large; Bev Korba (Senior Center); Ethel Mantzaris (YSB), Chair; Victoria Nimrowski (WAIM),

ABSENT: Sara Anderson (Advocates for Children); Joan Terry (Commission on Aging).

Meeting called to order at 2:03. The minutes of the February meeting were accepted.

Agency funding requests were discussed. Kevin submits these recommendations to the Town Manager, who will incorporate them into his budget requests. Most of the recommendations were on a sheet Kevin distributed. Those remaining to be considered were CT Legal Services, which had asked for \$1000 more than last year. Jane had recommended approval. The group approved. Sexual Assault Crisis Center had been reviewed by Bev. She had been amazed by the amount of work they do.

United Services is asking for much more this year, an increase from \$8000 to \$18000: Kevin says they are using more current census figures. Previous figures were from 17 years ago. They don't get money from Windham where many of their clients probably live, though they get it from many other towns. It was decided that we should not undertake such a big increase, so it was agreed to give them \$10000. Kevin said that the Council has been trying to keep funding level, but there is a possibility that they might increase or decrease the amount. Veterans Advisory also asked for a fairly large increase; they base their requests on per capita expenditure. The program is totally funded by communities, especially Mansfield and Windham. It was decided to give them \$11000, especially considering the increase in the number of veterans. WAIM asked for

\$500 more than last year. Victoria recused herself. We agreed to give them the requested \$3000. Victoria reminded us that WAIM keeps a lot of stuff out of the landfill and saves the town money that way. The No Freeze shelter asked for less than last year, because it had served only three Mansfield residents. It was agreed to fund the full amount, \$1200.

Kevin reported on Human Services activities in the past month. They are talking to landlords about the dangers of Spring Weekend, and reminding them of ordinances that cover the situation. Off-campus student rentals must be registered with the town. The town supposedly inspects every other year. Many violations discovered are electrical. Teams from the town and university go out to visit the off-campus rentals, starting next week.

Youth Services had a volunteer recognition ceremony, which was well attended and very successful. The volunteers said how much the program had meant to them, as did some of the children.

They are trying to entice younger seniors to the Senior Center with a greater variety of programming. Joe Courtney is coming on May 3 to talk about changes in Medicare and Medicaid. No physician in Mansfield accepts patients on Medicare only.

A Design Day is scheduled to discuss playground construction. Mansfield Advocates for Children is working on this.

Budget Process: The manager is taking his proposals to the Town Council on the 26th. The town meeting is May 8. There is a referendum process that allows for a vote on whether the education budget and/or the town budget was too high or too low. Jane pointed out that a third choice is needed: just right.

Kevin distributed a summary of the department's mission statement, involving strategic planning. We must acknowledge that we can't provide all things to all people. We need to figure out if another organization can provide services that we can't undertake. We need to prioritize and get input from everyone who needs services. Jane said that we need to find out what people in outlying parts of the town need in terms of getting to

doctors, etc. Kevin wondered if human services should provide that service. Maybe another agency should do it, such as WRTD. Mansfield's representative to the transit district is Paul Aho. Do other towns we are comparing Mansfield to have any transportation programs? Kevin said that if our committee feels that this is a priority we should find out whether people want transportation to be a significant part of our mission. We have to prioritize. We must decide if this falls within the department's mission? Bev suggested that we must start asking these questions because it will be such a long process.

Victoria suggested that we plan a meeting on senior transportation. We need to find out whether there are people out there who need it. Kevin said surveys don't necessarily work well. He suggested a series of focus groups, which collect people with an interest. There is data we can access, such as Gianna's figures on her services. We need to include other issues before we focus on one. Ethel suggested that he talk to his department heads to find out what they think priority issues are. Churches, home-care agencies, etc. should be included in this search for requests. Kevin will talk to the department heads before the next meeting.

Meeting adjourned at 2:57. Next meeting: April 18.

Respectfully submitted, Jane Blanshard

HOUSING AUTHORITY OF THE TOWN OF MANSFIELD
REGULAR MEETING MINUTES
Housing Authority Office
April 19, 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 8:30 a.m. by the Chairperson.

MINUTES

The Chairperson declared the minutes of the March 22, 2012 Regular Meeting; the March 22, 2012 Executive Session Notes; the April 11, 2012 Emergency Meeting; and the April 11, 2012 Executive Session Notes accepted without objection.

COMMENTS FROM THE PUBLIC

None

COMMUNICATIONS

None

REPORTS OF THE DIRECTOR

Bills

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

Financial Reports –A (General)

A motion was made by Mr. Eddy and seconded by Ms Ward to approve the February Financial. Motion approved unanimously.

Financial Report-B (Section 8 Statistical Report)

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

Mr. Simonsen suggested that a letter from the Board be sent to HUD, the Housing Authorities representatives and the Town regarding the financial situation of the Section 8 program. Mr. Long will send the letter on behalf of the Board.

REPORT FROM TENANT REPRESENTATIVE

Human Services Advisory Committee

Mr Eddy reported that the committee did not meet because there was not a quorum. Mr. Eddy stated that he would set a letter to the Wrights Village residents to ascertain if there is any interest in being a representative on the Committee.

Dog Excrement Policy

A Policy Committee meeting needs to be set up. Ms Fields will try to do so in the next month.

General Reports

Heat Pumps Energy Savings

Mr. Eddy reported that the Heat Pumps that were installed this past fall have saved him an average of over 33% on this electric bill from his December 2011 through his April 2012 billing. The heat pumps were expected to save 30% on tenant's electric bills.

Trash Houses

Mr. Eddy would like to set a schedule for replacing the trash houses. Ms Fields agreed, however no schedule was set at this meeting.

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. Eddy and seconded by Ms Ward to invite Ms Fields to the Executive Session and to go into Executive Session at 9:50 a.m. The Motion received four "for" votes and Ms Hall voted "against". Motion passed.

The Board came out of Executive Session at 10:10 a.m.

A motion was made by Mr. Simonsen and seconded by Mr. Eddy to approve the use of the State Service Fee Funds to be used for costs related to the search and purchase of affordable housing, pending approval by CHFA. Motion approved unanimously.

UNFINISHED BUSINESS

Legal Updates

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

NEW BUSINESS

Section 8 Coordinator Position

Ms Fields hired Wendy Love to fill the position of Section 8 Coordinator. Ms Love began work on April 16, 2012 and will train with Ms Vangsness for the next two weeks.

Section 8 Administrative Fees

With urging from NAHRO, HUD has agreed to use its discretionary authority to augment the Administrative Fees using funds from un-obligated balances under the Tenant-Based Rental Assistance account. Administrative fees rates for CY2011 will be raised from 83% pro-ration to 84.5% pro-ration. CY2012 pro-ration will be increased from 75% to 80%.

Housing Authority Working/Open to the Public Hours

Ms Fields discussed the increased work load due to increased reporting and filing requirements and the longer hours that are being required while administrative fees are being reduced. Ms Fields requested that another day be set aside that the Housing Authority would be closed to the public to allow staff to work without interruption. The staff would still make appointments, when necessary, with the public. Ms Fields will send a letter to all tenants of Wrights Village and Holinko Estates and to all Section 8 participants notifying them of the change in office hours. The Town webpage and door sign will also be updated to reflect the change.

A motion was made by Mr. Simonsen and seconded by Ms Hall to change the Housing Authority's hours to be closed to the public on Wednesday, effective May 1, 2012. Motion approved unanimously.

Holinko Estates Site Improvement Project

The project was tentatively set to begin on Monday April 16, 2012. Ms Fields delivered a memo to all tenants on April 10, 2012 detailing the project and tentative start date. Ms Fields, the contractor and engineer met at the site on Monday to discuss tenant parking issues while the site was under construction. The project actually began this morning.

Ms Fields received an email from a tenant who was not satisfied with the "5 day" notice given, among other things. The notice was delivered on April 10, 2012 and stated that construction was tentatively set to start April 16, 2012. Ms Fields stated that she gave notice to all tenants the same day she received notice that the construction was going to start.

MEETING DATE CHANGE

The July 19, 2012 Regular Meeting is changed to July 12, 2012

OTHER BUSINESS

None

ADJOURNMENT

The Chairperson declared the meeting adjourned at 10:50 a.m.

Dexter Eddy, Secretary

Approved:

Richard Long, Chairperson

Ad Hoc Committee on Naming of Streets and Building
May 2, 2012

1. Call to Order

Chair Bill Ryan called the meeting of the Ad Hoc Committee on Naming of Streets and Buildings to order at 5:05 p.m. in Room B of the Audrey P. Beck Building.

Present: Mr. Paulhus, Mr. Ryan and Mr. Schaefer

Mr. Schaefer moved and Mr. Paulhus seconded to approve the minutes of the April 18, 2012 meeting. The motion passed unanimously.

2. Opportunity for the Public to Speak

Rudy Favretti, Middle Turnpike, suggested the original name of Village Street be considered as the name conjures up the idea of a village which was the original intent of the concept presented to the Planning and Zoning Commission. Mr. Favretti quoted a famous planner who advocated not using the name of a person for a main thoroughfare but to reserve those names for secondary streets. He suggested using a descriptive name or a name of historical importance for some of the locations.

Macon Toledano, Leyland Alliance, stated the original idea was to name the main street in the project to reflect or define the experience of the place – the civic nature and prominence of the local street. The planners used the historical context of a New England village off the main thoroughfare (Storrs Road) which runs through the Town.

By consensus the members agreed to move Item 5, Discussion with Roberta Smith, Town Historian, as the next item of discussion.

3. Continuation of Discussion on Qualification Criteria

Members agreed to add an additional criterion, limiting each person to having only one public space named after them, to the list already established.

4. Discuss and Decide on Number of Streets to be Named

Members agreed to consider naming the following areas currently referred to as the Town Square, Village Street, South Eagleville Road Extension, Bolton Road Extension, the Intermodal Transportation Center and the road behind this facility.

5. Discussion with Roberta Smith, Town Historian

Ms. Smith urged the Committee to consider naming streets and areas after historical events and people too often forgotten. Ms. Smith suggested John Royce, one of Mansfield's earliest settlers, be considered. Mr. Royce was a surveyor whose son owned much of the land around Dog Lane. She will provide information on Mr. Royce to the Committee.

Mr. Ryan thanked Ms. Smith for her contribution to the discussion.

6. Review of Candidates Received to Date

Members briefly reviewed the names submitted by members of the public. Royce Square was suggested as a possible name for the Town Green area.

The name of Charles Emory Smith, who served as Postmaster General and Ambassador to Russia, was suggested as a name for the current South Eagleville Road Extension. Mr. Favretti will provide information on Mr. Smith to the Committee. Mr. Schaefer, noting the Town currently has no recognition of the service of Wilbur Cross to the Town and State, suggested Cross Street as a possible name for the Bolton Road Extension. Members discussed naming the main road through the project Village Street.

7. Other Business

No other business was discussed.

8. Set Next Meeting Date and Time

The Committee agreed to set the next meeting for May 16, 2012 at 5:00 p.m.

9. Opportunity for the Public to Speak

Macon Toledano again spoke in favor of using Village Street as a way of creating a civic center.

Cynthia van Zelm, Mansfield Downtown Partnership Director, spoke in support of the intermodal center being named after Gary Zimmer and Dennison Nash as they were both very interested in alternative transportation.

11. Adjournment

Mr. Paulhus moved and Mr. Schaefer seconded to adjourn the meeting at 6:15 p.m. The motion passed unanimously.

Respectfully submitted,

Mary Stanton
Town Clerk

TOWN OF MANSFIELD
FINANCE COMMITTEE MEETING
MINUTES OF MARCH 29, 2012

Members Present: W. Ryan, M. Lindsey, C. Schaefer

Other Council Members Present: none

Staff Present: C. Trahan

Guests: none

Meeting called to order at 5:30pm.

1. Minutes from 02/21/12 meeting approved.
2. Cherie Trahan reviewed the answers to the various questions asked at the 2/21/12 Finance Committee meeting and the 2/27/12 financial retreat.
3. Cherie provided additional information on revising Mansfield's Fund Balance Goals. She will provide an updated draft to include the various fund balance categories per GASB 54 for the Committee to review. Bill Ryan requested information regarding what other communities have for an unassigned fund balance percentage. Cherie will see if CCM can do a survey for us.
4. The Committee reviewed the information provided regarding Investment Performance Goals. Bill Ryan asked if it would be advisable to use an investment or financial advisor. Cherie will contact Bill Lindsay, Mansfield's financial advisor to see if he provides these services along with debt issuance guidance.
5. Adjournment. The meeting adjourned at 6:05pm.

Motions:

Motion to approve the February 21, 2012 minutes by Meredith Lindsey. Seconded by Carl Schaefer. Motion so passed.

Motion to adjourn.

Respectfully Submitted,
Cherie Trahan
Director of Finance

TOWN/UNIVERSITY RELATIONS COMMITTEE
Tuesday, April 10, 2012
Council Chambers, Audrey Beck Municipal Building

Minutes

Present: P. Barry, M. Daniels, M. Hart, J. Hintz, R. Orr, E. Paterson, C. Paulhus, J. Saddlemire, N. Silander, W. Simpson, W. Wendt

Staff: C. van Zelm (*MDP*); M. Capriola (*Town*)

1. Call to Order

Meeting was called to order at 4:05 pm. New member Michael Daniels (USG External Affairs) was welcomed.

2. March 13, 2012 Meeting Minutes

Simpson made the motion to approve the minutes as presented, seconded by Paulhus. The minutes were approved as presented with no objections or abstentions.

3. Spring Weekend

Hart, Hintz, and Saddlemire provided an update. On and off campus plans and restrictions were reviewed. Many apartment complex landlords have committed to imposing guest limitations and parking restrictions.

4. Updates:

a. *Mansfield Downtown Partnership*: van Zelm provided an apartment and commercial leasing update. 14 commercial leases have been signed, 3 commercial leases are in negotiations, and only 1 commercial space is left. Select Physical Therapy and Storrs Automotive will move into their new commercial space at the end of April. 95% of the apartments have been leased; the apartments are expected to be fully leased by the end of the week. A Storrs Road/Dog Lane/parking garage construction update was also provided. Wendt announced that he has been working with van Zelm and Lon Hultgren to bring University bus routes to Storrs Center. 3 new bus routes will serve Storrs Center in the fall, including bus service from North Garage to the Storrs Garage.

b. *Mansfield Community Campus Partnership*: Silander and Hintz provided a report of MCCP spring door-to-door visits.

c. *UConn Hazardous Materials Facility*: Orr raised a point of clarification that the EIE will be conducted by independent consultants hired by the University. The RFP process is anticipated to begin soon. An advisory committee will be formed and will include some town/community participants.

d. *UConn/Town Water Supply EIE*: Hart provided an update on the water supply EIE. A draft EIE is expected in April. 8-9 groundwater options and 2 connection options are

being reviewed. Some initial testing has begun in the Mansfield Hollow area and Eagleville Preserve area.

5. Off-Campus Parties and Related Activity

Carriage House and Cedar Ridge apartment complexes have recently been sold. The new owners have met with staff and indicated an interest in being a good neighbor, improving management of the properties, and improving infrastructure at the properties.

6. Other Business/Announcements

Dennis Pierce and UConn Dining Services are being recognized by the local Chamber of Commerce on April 24th for their service to the community during Storms Irene and Alfred and other times of need.

Rich Miller and Virginia Walton were commended for their efforts in coordinating the recent week-long series of sustainability events.

7. Opportunity for the Public to Address the Committee

None.

8. Adjournment

Paulhus made the motion, seconded by Hintz, to adjourn the meeting. Motion passed; meeting adjourned at 4:56 p.m.

Respectfully Submitted,
Maria Capriola, M.P.A.
Assistant to Town Manager, Town of Mansfield



COMMITTEE ON COMMITTEES
March 9, 2012
Room B

1. CALL TO ORDER

The meeting was called to order by Peter Kochenburger, Chair of the Committee

Present: Peter Kochenburger, Chris Paulhus, Paul Shapiro

2. OPPORTUNITY FOR PUBLIC COMMENTS

No members of the public were in attendance

3. APPROVAL OF THE MINUTES

Mr. Shapiro moved and Mr. Paulhus seconded to approve the minutes of the February 10, 2012 meeting as presented. Motion passed unanimously.

4. COMMITTEE VACANCIES/APPLICATIONS

Mr. Shapiro moved and Mr. Paulhus seconded to recommend the reappointment of Saul Nesselroth to the Board of Ethics for a term ending June 30, 2014. The motion passed unanimously. Mr. Kochenburger will call Michael Fischl regarding the open alternate position on the Board.

Members discussed appointments to the CATV Advisory Committee. Mansfield is allotted 5 volunteer appointments, one of which is currently filled. The Town Clerk will ask the Librarian for suggestions for the Library representative; the Board of Ed Chair Mark LaPlaca for suggestions for the Board of Ed position; and will send an email to members of the Communication Advisory Committee to ascertain if anyone of them might be interested in serving. A volunteer posting will also be advertised for the openings.

Mr. Shapiro moved and Mr. Paulhus seconded the recommendation of Anke Finger to the Arts Advisory Committee. Motion passed unanimously.

Mr. Shapiro moved and Mr. Paulhus seconded the recommendation of Michael Soares to the Open Space Preservation Committee. The motion passed unanimously.

The Town Clerk will contact Jennifer Thompson to ascertain the status of current members of the Beautification Committee and member's willingness to be reappointed. She will also contact Cynthia vanZelm regarding Mansfield Downtown Partnership's opening on the Four Corners Sewer and Water Advisory Committee.

5. ADJOURNMENT

Mr. Paulhus moved and Mr. Shapiro seconded to adjourn the meeting at 8:50 a.m. Motion passed unanimously.

Mary Stanton, Mansfield Town Clerk



MANSFIELD ADVOCATES FOR CHILDREN
Executive Council – Regular Meeting
 Wednesday April 11, 2012

MINUTES

MEMBERS PRESENT: K. Grunwald (staff), K. Krider (staff), G. Bent, J. Stoughton, P. Doyle, J. Suedmeyer, C. Guerrerri, MJ Newman, J. Higham and E. Soffer Roberts (in at 1:35pm)

WHAT (Topic)	DISCUSSION	OUTCOME
Call to Order	G. Bent called the meeting to order at 1:20pm	
Minutes	Members reviewed the MAC Exec. Council Minutes of 3/14/11. Typo “allocated” to allocate	<i>Motion</i> <i>J. Higham moves to approve the 3/14/11 Minutes as corrected. J. Stoughton seconds and the motion passes unanimously.</i>
Follow-Up	Discussion regarding MAC’s and the United Ways different documents on decision making guidelines. It was pointed out that the UW’s document is specifically designed around Public Policy decision making. Our By-Laws are also a source document that can be helpful to us and we might like to consider the use of RBA language in the document. PROPOSAL: 2 people will use the supporting documents to create a document for MAC to present to the May Exc. C. meeting. Thumbs up all around	K. Grunwald and G. Bent agreed to work on this for the 5/12 meeting
New Business	Patrick Doyle was introduced to the group. He is one accomplished dude in his 37 years. We warmly welcome him. The time line was looked at. It was agreed that it would need a good overhaul in order to be useful to our updated plan. The Ex. C. was asked to look at both the time line and the task document and to email changes to K. Krider. Co- Chair succession was discussed. G. Bent is willing to stay on. Continuity is important. J. Stoughton will remain on MAC but will not return as a co-chair. It is agreed that we need to write a clear plan for succession not only as part of our Plan update but also for the Community Assessment Tool. This will potentially necessitate a by-law change. It was suggested that we look at both Torrington and Winchester’s by-laws and co chair job descriptions as a starting point. Job description should be included in our by-laws. It was discussed that we should establish June as our annual meeting time with September being the date things are “effective by”. PROPOSAL: Develop a succession plan to be included in our	K. Krider will email timeline and task list to Ex. C. for feedback. We will need to identify potential new Chairs J. Stoughton and K. Krider will

	<p>Plan update and to be used to amend our by-laws for the May meeting.</p> <p>Break out time as it pertains to the full MAC was discussed. It was agreed that we need to clarify this. (I have no idea if we did or not, my notes suggest very little clarity). A template could be used to help teams to organize their work. We also discussed the need for new MAC members such as faith based, business leaders and legislators. It was suggested that MAC members bring potential new members to future meetings.</p>	<p>do this (J. Higham is available to help).</p> <p>J. Higham will create a template that may work for us all. She will send it to K. Krider to look at.</p>
Action Updates	No Updates we reported.	
Adjournment	<p>The meeting adjourned at 3:00 pm</p> <p>Next MAC meeting, Wednesday, May 2, 2012, Dinner 5:00pm, Meeting 5:30pm – 7:30pm</p> <p>Next Executive Council meeting on Wednesday, May 9, 2012, 1:15 – 2:45 at Town Hall in Conference Room B</p> <p>Agenda topics: Please send to Kathleen at kriderk@mansfieldct.org</p>	

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



TOWN OF MANSFIELD
ORDINANCE DEVELOPMENT AND REVIEW SUBCOMMITTEE
Thursday, April 5, 2012
Audrey P. Beck Municipal Building
Conference Room B

6:00 p.m.
Minutes

Chair Carl Schaefer called the meeting to order at 6:05 pm

- I. Call to Order/Roll Call
Present- Keane, Lindsey, Schaefer, Moran
Also Present: Dennis O'Brien (Town Attorney) Members of the Agriculture Committee: Al Cyr, Vicky Wetherell, Wes Bell (arrived at 8:15). Staff: Jennifer Kaufman
- II. Approval of March 8, 2012 minutes-Keane moved to approve the minutes of March 8, 2012, Lindsey seconded. Motion passed unanimously.
- III. Old Business
 - a. Right to Farm Ordinance and Municipal Tax Incentives for Farms
 - **Right to Farm (RTF) Ordinance**- The subcommittee reviewed and discussed comments from the Conservation Commission's March meeting. After a great deal of discussion, the committee decided that the ordinance should still mirror the state statute, which states that farmers must follow generally accepted agricultural practices, state public health and DEEP regulations. Municipal ordinances must also be followed. The committee also agreed to add a statement in the "Findings and Purpose" section, second paragraph after ecological value stating "while being respectful of the land and conscious of potential impacts on natural resources." Kaufman will make the suggested changes for review by O'Brien. The committee will review the revised ordinance at the next meeting.
 - **Farm Property Tax Abatement** – O'Brien walked the committee members through the CGS § 12-81m, which allows towns to abate up to 50 percent of the property taxes for several types of farm businesses. *Questions from the last meeting were reviewed and discussed by O'Brien.*
 1. The assessor can include clear standards and guidelines. The group agreed to add the \$15K expenses or gross revenues. The assessor will be the one to determine whether the applicant is eligible for the abatement but the Town Council has ultimate approval.
 2. The abatement is shorter for leases than for property owners to allow flexibility for property owners.
 3. The abatement can be renewed after 5 years.
 4. Lindsey suggested that there be a provision in the ordinance that if an applicant were denied they could go to the board of assessment appeals for review.

Attorney O'Brien agreed to revise the ordinance per the discussion. The revised ordinance will be reviewed at the next meeting.

- IV. Public Comment-None
 - V. Next Meeting Date-Jennifer will coordinate with Sara-Ann to schedule a meeting. Thursdays at 6 pm seemed to work for the group.
 - VI. Adjourn-Lindsey motioned to adjourn the meeting at 7:15. Moran seconded. Motion passed unanimously.
- Adjournment

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TOWN OF MANSFIELD
ANNUAL TOWN MEETING
MAY 8, 2012
MANSFIELD MIDDLE SCHOOL AUDITORIUM

Town Clerk Mary Stanton called the Annual Town Meeting for Budget Consideration to order at 7:00 p.m. in the Mansfield Middle School Auditorium. The Town Clerk read the Notice and Warning of the Meeting and explained the eligibility requirements for voting. She then requested nominations for Moderator.

Mayor Elizabeth Paterson nominated Ron Schurin to serve as Moderator. Hearing no other nominations the nominations were closed. Motion to approve Mr. Schurin as Moderator passed unanimously.

Mr. Schurin spoke to the history and value of town meetings in New England. Without objection Town Clerk Mary Stanton was appointed secretary to the meeting and Town Attorney Dennis O'Brien was appointed as the parliamentarian. A request to stipulate the adoption of Roberts Rules of Order was approved without objection. Mr. Schurin outlined the procedures for those wishing to speak and requested citizens limit their comments to five minutes.

Mr. Schurin recognized Mayor Elizabeth Paterson who thanked her fellow Council members and Town staff for their work on the budget. This budget reflects the priorities of the Council including maintaining current services, promoting key Council goals, increasing the General Fund contribution to the Fund Balance and increasing the General Fund contribution to the Capital Budget thereby initiating a pay-as-you-go plan. The proposed budget would result in a 1.79% increase. Mayor Paterson urged the adoption of the budget.

Mr. Schurin introduced the Chair of the Council's Finance Committee Bill Ryan and Mansfield Board of Education's Chair Mark LaPlaca to present a more detailed explanation of the budget.

Councilor Ryan reviewed the General Fund Budget including the general government expenditure trends and cost drivers. Mr. Ryan explained both the Storrs Center General Fund revenues and expenditures and the Storrs Center Reserve Fund revenues and expenditures.

Board of Education Chair Mark LaPlaca introduced the members of the Board and described the Board's budget as one that maintains all current services while actually maintaining a zero increase for the fourth year in a row. Mr. LaPlaca explained the use of one time revenue sources and noted the no increase contracts with employees helped to realize this budget.

Mr. Ryan reviewed highlights of the Revenue Fund, the Capital Fund and the Capital Non-recurring Fund. Mr. Ryan commented the Council has proposed increasing the General Fund contribution to both the Fund Balance to eventually bring the balance to the 10%-15% recommended by rating agencies and to the Capital Fund to implement the pay-as-you-go plan. In contrast to many other area towns, Mansfield's Grand List has increased by .76% and the non-tax revenue has increased by 1.6%.

In summary Mr. Ryan noted the tax impact on the median single family residence would be an increase of about .48 mills or about an \$81 tax increase for the year.

Mr. Ryan offered the following resolutions for 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 was seconded.

Moderator Ron Schurin outlined the process for making amendments to the proposed budget and the voting process. Mr. Schurin thanked the community members and EO Smith students who assisted with voting process.

Councilor Meredith Lindsey spoke for the minority Council members who feel the proposed budget grows the Town's financial obligations at a time when revenues

are not growing. Ms. Lindsey objected to the 8% increase in the Town budget and the use of one time Board of Education revenues to balance the budget.

Joan Buck, Sumner Drive and onetime Council member, thanked the Council, Board of Education and staff for the development of this fair and equitable budget. Ms. Buck is in favor of the pay-as-you-go plan, calling it fair and practical.

Ric Hossack, Middle Turnpike, called the question and requested a written vote. The motion was seconded and failed with 112 in favor and 124 in opposition.

Chris Kueffner, Ravine Road, expressed frustration with the increase in the proposed budget noting that an increase in employee wages is a pay cut to the people of the Town. He suggested employees be awarded nonmonetary compensation.

Dan Raiola, Buckingham Road, questioned the need for an additional Resident State Trooper to sustain 24 hour coverage for the Town.

Town Manager Matt Hart explained the recent Police Study identified an optimal staffing level of 2 troopers on duty at all times. This additional position is a step in that direction.

Councilor Moran noted staffing is complicated by rotating shifts, training time and administrative responsibilities.

Gene Salorio, Southwood Road, asked whether prior to the pay-as-you-go plan did the bonded items go to referendum; what is the HUD grant to be used for; and what regulations would govern Fund Balance spending?

Town Manager Matt Hart stated the HUD grant funds would be used for planning assistance and would involve both the hiring of consultants and some employees. For example, a portion of the Natural Resources and Sustainability Coordinator would be funded with this grant.

Finance Director Cherie Trahan stated the annual budget determines expenditures. Current policy discourages appropriations from the Fund Balance with the exception of emergencies at which time Town Council action followed by Town Meeting approval is required.

Cynara Stites, Hanks Hill Road, asked which pay raises for employees have already been finalized and which are still being negotiated?

Town Manager Matt Hart and Superintendent Fred Baruzzi identified the status of each employee bargaining unit.

Susan Adams, Chaffeeville Road, provided a calculation showing how many hours would be needed for 24 hour police coverage.

Brian Anderson, Ridge Road, stated he is impressed with the prudent and wise proposed budget, how the two parties have worked together, and the quality of town services compared to other area towns.

Martin Sommer, Warrenville Road, asked if even during difficult times do we want to lose what makes Mansfield special? He applauded the efforts of the Town Council and Board of Education.

Tom Morrison, Farmstead Road, requested information on the cost to the Town for the Storrs Center Parking Garage.

Mr. Hart commented on the funding sources for construction, addressed the cost overruns, and potential operating scenarios after the initial Storrs Center Alliance's seven-year agreement has been concluded.

Art Smith, Mulberry Road, expressed his support for President Obama and Governor Malloy commenting he believes the budget fails to recognize economic realities (Statement attached).

Ric Hossack moved to amend the resolution by increasing the Parks and Recreation Program (92000) amount by \$450,000 which would allow all residents to utilize the Community Center. The motion was seconded.

Martin Sommer, Warrenville Road, spoke in favor of the health benefits citizens would realize from using the Community Center.

Don Curtis, Separatist Road, asked if this money could be earmarked just for the Parks and Recreation Department 92000 Program Fund.

Town Manager Matt Hart advised an analysis would need to be done to determine if this added contribution would achieve the stated goal. Mr. Hart stated such a policy change would most probably increase the mill rate by 3.67%.

Mr. Schurin clarified that an increase in the appropriation to the Parks and Recreation budget would not necessarily designate to what purposes the funds would be allocated.

Carl Mohrbacher, Warrenville Road, spoke against the amendment saying there is not enough room nor machines to accommodate all residents.

Brian Anderson, Ridge Road, agreed the concept of universal membership for all residents is worth exploring. Mr. Anderson respects the process and therefore feels tonight's venue is not the proper time to consider this proposal.

Betty Wassmundt, Old Turnpike Road, agreed with Mr. Hossack's amendment and feels the additional funds may be sufficient to open the Community Center for all residents.

Peter Millman, Dog Lane, supported the concept of the amendment and feels the idea should have a broad base of support and be well received. The proposal has not been well thought out and so no action should be taken this evening.

William "Chip" Jordan, South Eagleville Road, called the question. The motion was seconded and passed by the requisite two-thirds majority.

The amendment as presented was defeated in a standing vote.

Howard Raphaelson, Timber Drive, spoke in favor of the budget and believes the quality of Town services is high in comparison to other like-sized towns. Mr. Raphaelson supports the marvelous job done by the Town at bargain rates.

Agnieska Wusatowska-Sarnek, Lebanon Square, spoke in favor of the budget and asked that cuts to the education budget be the last resort.

David Freudmann, Eastwood Road, stated, given the statutory Minimum Budget Requirement education budgets cannot be cut.

A motion to call the question was made, seconded and passed by two-thirds of those present.

The Moderator called for a vote on the appropriations as presented.

The vote was by paper ballot.

Those in favor were 174 and 100 were in opposition. The budget passed.

The meeting adjourned at 9:00 p.m.

Mary Stanton, Town Clerk

My Five Minutes of Time Last Night Did Not Allow For a Complete Reading of the Following Please Include This Statement in the Public Record:

May 8, 2012

Good evening, I'm Arthur Smith, Mulberry Road, Mansfield Center. In learning about local politics, talking and research is necessary. One comment from Mayor Patterson was telling, she stated that the voiced discord from opposition in town was a reflection of the national partisan debate during an election year. I don't agree. I'm here this evening to state in this public forum why I believe that the proposed budget should be rejected. But let me begin by giving my bona fides as a registered Democrat. At the age of eighteen, the first year 18 year olds were allowed to vote I was the youngest democrat in state history working at the election polls. Now in late middle age, many years later, I have never voted outside of the Democratic Party, not even when sorely tempted by Ralph Nader. At the national level, I am a strong supporter of President Obama, and when I volunteer to teach civics to those wanting to become U.S. Citizens, it is his picture that hangs behind me as an inspiration. You don't have to come from money to succeed. I strongly endorse Chris Murphy for Senator, and fully support Governor Malloy, and his valiant efforts at educational reform in the state. As a Democratic, I believe in strong unions, but admire Governor Malloy's courage in taking on that formidable constituency for educational reform.

In short, I am not here to reject the Town Council's proposed budget because of my opposition to the Democratic Party, the party of the majority here in Mansfield. I reject the proposed budget because it fails to reconcile the demands of the current economy,

given economic forecasting of rising unemployment numbers and foreclosures, with prudent spending. Equally important to me is the failure of the Town Council to acknowledge and account for the "hidden costs" associated with its decisions. The Storrs Center project is a fait accompli of financial commitment, an investment with years' worth of tax payer dollars promised for its gambled success. We will have to wait and see if revenue is ever generated for the town. A roll of the dice for future returns, but what we do know is that now we are being asked to pay for 5.88 additional full-time salaried town employee positions as hidden costs of that throw. Moreover, despite apologies made by our Town Manager Matthew Hart for his lack of attention to detail, the parking garage for that project will still be a million dollars over budget. On a similar note, lack of attention to detail may have also necessitated that the Department of Labor assess whether the Storrs Center construction hired undocumented workers at that site. Was it also a failure to pay attention to details when the Town Council supported Town Manager Hart's request to hire the current Town Attorney's wife to also represent the interests of the Town of Mansfield? There is no discussion on record that she, Susan Johnson, is the state representation for Windham. And this is at a critical time when the water supply interests of our town, as the university continues to expand, may differ from the interests of her constituency. Why wasn't this discussed? Water is a known major concern to informed residents. Growth has hidden costs and they may not all be knowable, but prudent governance demands assessing the risks of the foreseeable. Working with the University is essential to the town's economic well being, but local resident interests must be vigorously protected by the Town Council.

Also, it is worthy of note that millions of state dollars for the development of bio-research technology park are being allocated here at a time when Senator Blumenthal is proposing legislation, at the national level, the GAIN (Generating Antibiotic Incentives Now) Act, to extend patents rights to a ten year period to promote pharmaceutical investment in anti-virus research. Will our town host genetic biological research on H5N1 (bird flu) studies in the 70% occupancy of the private labs at this newly constructed site? What hidden costs to the town will be associated with maintaining the safety in our town, once voted as the safest in the country? The outbreaks of E. coli from the Yale laboratories give us a history lesson on the costs of the unforeseen. Where in the public record can we see that the Town Council has looked into the foreseeable risks to the Town from this university/state investment? Are the interests of local residents being protected?

Will numerous construction projects occurring at the same time allow sufficient attention to detail? The new schools project is too much of an undertaking for the present. Best guess pricing per square foot leaves many following the discussions between the Lawrence Associates architects and Town Council members in dismay. In Town Hall meeting discussion, Council Member Shapiro could not get any agreement with them that his estimate of a one dollar per square foot cost for the new schools versus an over a two dollar per square foot for renovations was a true reflection of the difference in construction costs between the two options. Basic construction cost knowledge, not just the speculative hidden costs assessments, seems elusive to many on the Town Council. Too much is going on too soon for our town. Will the construction of two new elementary schools increase the costs of special education? Larger schools, studies have

found, have a direct negative impact on parent satisfaction and employee retention. Will there be a hidden cost of increased special education litigation? Where in the public record has this issue been discussed? Will others in Mansfield feel the loss, as those living by Storrs Center, of the ethos that vanishes when tunnel vision decisions are made?

At this time of unsurpassed expansion and expense, the Town Manager has suggested ways in which public discourse can be limited in Town Hall meetings, and Town Council member Kochenburger has even taken to publicly rebuking, by name, an individual who questioned spending practices and then ascribed to her vindictive motivation for her actions. This is not a time to give up 1st Amendment rights. We value our ability to express our views; it should not take a legal action for Mansfield residents to establish that anti-war works of art shouldn't be censored in our Community Center. And it shouldn't take legal action to establish that those violating our current Ethics Ordinance, in place since 1995, can not vote to make it inapplicable to them. Commitment to high standards in Town Ethics should not be weakened by abdicating responsibility over Board of Education actions on non-educational matters. Conflicts of interest should not be narrowly defined to financial interests alone; language that prohibits the advancement of personal interests must be retained in the code for the broadest protection to the Mansfield community.

There is bipartisan agreement here, of that I am sure, that good government is in the best interest of all the residents of Mansfield. And I am a proud watchdog Democrat that still believes in the bumper sticker- think globally and act locally.

Thank you.

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LEGAL NOTICE

A certified list of Democratic party-endorsed candidates for the Town of Mansfield for election as Registrar of Voters and Justices of the Peace will be on file in my office at 4 South Eagleville Road, Mansfield, Connecticut, and copies thereof will be available for public distribution not later than the fourteenth day following the close of the town committee meeting, caucus or convention which made the endorsement.

A primary will be held on August 14, 2012 if the required primary petitions for opposition candidates is filed, pursuant to Sections 9-382 to 9-450 of the Connecticut General Statutes, not later than 4:00 p.m. on June 12, 2012. Petition forms, instructions and information concerning the procedure for filing of opposing candidacies, including schedules, may be obtained from: Andrea Epling, Democratic Registrar of Voters, 4 South Eagleville Road, Mansfield, Connecticut.

Mary Stanton, Mansfield Town Clerk

LEGAL NOTICE

A certified list of Republican party-endorsed candidates for the Town of Mansfield for election as Registrar of Voters and Justices of the Peace will be on file in my office at 4 South Eagleville Road, Mansfield, Connecticut, and copies thereof will be available for public distribution not later than the fourteenth day following the close of the town committee meeting, caucus or convention which made the endorsement.

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Mary Stanton, Mansfield Town Clerk

Legal Notice:

The Mansfield Zoning Board of Appeals will hold a public hearing on June 13, 2012 at 7:00 p.m. in the Council Chamber of the Audrey P. Beck Municipal Building, 4 South Eagleville Road, to hear comments on the following application:

7:00 P.M. – The Farmer’s Cow, LLC for a variance of Art X, Sec C.5.a.2 to erect a 37.5 sq ft building identity sign where a maximum 25 sq ft is permitted at 82 Storrs Rd.

At this public hearing, interested parties may appear and written communications may be received. No information shall be received after the close of the public hearing. Additional information is available in the Mansfield Town Clerk’s Office. Dated May 24, 2012.

Sarah Accorsi
Chairman

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Business Awards Dinner



Columbia First Selectman Carmen Vance presents Columbia's Business of the Year award to the Randazzo family, owners of Columbia Package Store. The store was recently renovated and expanded with a tasting room and supports a variety of community charitable causes.



Town of Windham Council member Tom DeVivo, second from left, thanks Windham Business of the Year, Tacos La Rosa, for persevering in opening a business in a revitalizing area of town and sticking with it through the tough early months of any new enterprise.



Mansfield Mayor Betsy Paterson recognizes Mansfield's Business of the Year, UConn Dining Services. The town thanked the program for its consistent help with emergency meals after the two major storms and power outages in 2011. In addition, the program provides employment for 450 people.

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Connecticut Association of Housing Code Enforcement Officials, Inc.

May 23, 2012

OFFICERS

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Amy Lehaney
Town of Fairfield

1st Vice President
Clarence Atkinson
Town of Plymouth

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City of Norwalk

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City of West Haven

Deborah Miller
City of Stamford

ADVISORS

Judith R. DiCine
Esq.
State of Connecticut

Michael E. Ninteau CBO, MCP
Director Building & Housing Inspection
4 S. Eagleville Rd.
Mansfield, CT
06268

Dear Mr. Ninteau:

I am pleased to inform you that the CAHCEO Executive Board has selected Derek Debus as the 2012 Housing Code Inspector of the Year. This award is presented yearly to a worthy active member of the CAHCEO organization who is engaged in code enforcement inspections and exhibits high character and professionalism while protecting the public's health, safety and welfare. We would like to invite you to present this award to Mr. Debus at the Annual CAHCEO Award Meeting on Friday June 22, 2012 at Anthony's Ocean View Restaurant at 450 Lighthouse Road New Haven, CT. The award presentation is scheduled to begin at 12:00 pm. Please let us know if you will be able to attend and present this prestigious award to Mr. Debus.

Sincerely,

Amy Lehaney, MPH, RS
President
CAHCEO
Sanitarian A
Town of Fairfield Health Department
725 Old Post Road
Fairfield, CT 06824
(203) 256-3020
(203) 256-3080 (fax)
alehaney@town.fairfield.ct.us

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Town Council

Elizabeth J. McCosh-Lilie
130 Mansfield Road
Ashford, Connecticut 06278-1410
860-487-0130
emccosh@snet.net

Item #12

16 May 2012

Dear Matthew W Hart
Mansfield Town Manager

Please find enclosed the minutes of the first meeting of the **Regional School District 19 Reapportionment Committee** which was held at E. O. Smith High School on the 26th of April 2012.

Feel free to contact me if you have any questions and I will try to answer them.

Best wishes,


Elizabeth J. McCosh-Lilie
Committee Secretary.

REGIONAL SCHOOL DISTRICT 19 REAPPORTIONMENT COMMITTEE

Minutes of Meeting of April 26, 2012

1) Call to Order:

The meeting was called to order by Ronald C. Harris, statutory consultant to the Committee designated by the Commissioner of Education, at 7:12 p.m.

2) Roll Call:

Members Present

Ralph Fletcher of Ashford; Mike Sibiga of Ashford; Elizabeth McCosh-Lilie of Ashford; Timothy Nolan of Willington; Christine Psathas of Willington; John Blessington of Willington; April Holinko of Mansfield; Bruce Clouette of Mansfield; Ronald Schurin of Mansfield; Philip Barry of Mansfield; and Robert Jellen of Willington.

Members Absent

Nancy Silander of Mansfield; William Falletti of Ashford; Michael Zambo of Ashford; and Christina Mailhos of Willington.

3) Charge of Committee:

Mr. Harris reviewed the statutory charge of the Committee as required by Connecticut General Statutes Sections 10-63k to 10-63t, inclusive. Mr. Harris explained that the reason for the need for reapportionment was that the representation of the current Regional School District 19 Board of Education was inconsistent with federal constitutional standards. When comparing the 2010 Decennial Census to the current plan of representation, the deviation of the representation was 13.89 percent. A plan of representation with a maximum deviation over 10 percent is presumed to violate the federal equality requirement. The plan must address the composition of the regional board, the style of representation (configuration, weighted vote, at-large or other method); the voting power of each member; and the manner of election of board members.

Mr. Harris reviewed the computer printout prepared by the State Department of Education for Regional School District 19 which formed the basis for the determination that reapportionment was required under law. Mr. Harris reviewed the process of the Committee addressing the following general procedures: the Committee has 90 days to develop and submit a reapportionment plan to the State Board of Education; the State Board has 30 days to approve or reject the plan; if the plan is approved by the State Board the Committee must schedule a referendum on the same date in each town held between 45 to 90 days from the date of approval by the State Board; prior to the referendum, the Committee must hold a public meeting in each town of the regional district to present the plan; and if adopted, the plan will be effective 7 days after the referenda.

If the plan sent to the State Board is rejected, the Committee has 20 days to revise and resubmit the plan. If the Committee revises the plan and said plan is approved by the State Board, then the procedure for an approved plan would be followed. If the Committee cannot or refuses to establish an acceptable plan within 20 days or the Commissioner determines that significant progress is not being made to establish a plan,

the Commissioner shall issue a notice of insignificant progress and imposition of weighted voting.

If within 3 months after the Commissioner has specified the date in which the region can only act by weighted vote the Committee has not established a plan, the State Board shall establish a plan filing it with the town clerks.

4) Election of Officers

Chairperson

MOTION: Moved by Ronald Schurin and seconded by Robert Yellen that Timothy Nolan be nominated for Chairperson of the Reapportionment Committee.

MOTION: Moved by Bruce Clouette and seconded by Robert Yellen that the nominations be closed.

VOTE ON CLOSURE OF NOMINATIONS: In favor; Unanimous.

VOTE ON THE ELECTION OF TIMOTHY NOLAN AS CHAIRPERSON: In favor; Unanimous.

Secretary

MOTION: Moved by Mike Sibiga and seconded by Robert Yellen that Elizabeth McCosh-Lilie be nominated for Secretary of the Reapportionment Committee.

MOTION: Moved by Ralph Fletcher and seconded by Ronald Schurin that the nominations be closed.

VOTE ON CLOSURE OF NOMINATIONS: In favor; Unanimous.

VOTE ON THE ELECTION OF ELIZABETH MCCOSH-LILIE AS SECRETARY: In favor; Unanimous.

Treasurer

MOTION: Moved by Robert Yellen and seconded by Bruce Clouette that John Bessington be nominated for Treasurer of the Reapportionment Committee.

MOTION: Moved by Ronald Schurin and seconded by Bruce Clouette that the nominations be closed.

VOTE ON CLOSURE OF NOMINATIONS: In favor; Unanimous.

VOTE ON THE ELECTION OF JOHN BESSINGTON AS TREASURER: In favor; Unanimous.

5) Operational Procedures

A brief discussion addressed the pros and cons of the weighted vote style of representation and historic voting patterns of the Region 19 Board of Education. The next meeting is scheduled for June 7, 2012, at the Willington Public Library, Willington.

6) Motion to Adjourn:

MOTION: Moved by Bruce Clouette and seconded by Robert Yellen that the meeting be adjourned.

VOTE: In favor; Unanimous.

The meeting was adjourned at 8:50 p.m.

Prepared by Ronald C. Harris

Submitted Respectfully, Elizabeth McCosh-Lilie, Secretary

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