



**TOWN OF MANSFIELD
TOWN COUNCIL MEETING
Monday, April 22, 2013
COUNCIL CHAMBERS
AUDREY P. BECK MUNICIPAL BUILDING
7:30 p.m.**

AGENDA

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ROLL CALL	
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2. Community/Campus Relations (Item #2, 03-11-13 Agenda) (Oral Report)	
3. Community Water/Wastewater Issues (Item #2, 01-28-13 Agenda) (Oral Report)	
4. Appointment of Special Legal Counsel for Water and Wastewater Project (Item #3, 04-08-13 Agenda) (to be distributed)	
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EXECUTIVE SESSION

ADJOURNMENT

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

REGULAR MEETING – MANSFIELD TOWN COUNCIL

April 8, 2013

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: Freudmann, Keane, Moran, Paterson, Paulhus, Ryan, Schaefer, Shapiro
Excused: Kochenburger

II. APPROVAL OF MINUTES

Ms. Moran moved and Mr. Paulhus seconded to approve the minutes of the March 11, 2012 meeting as presented. The motion passed with all in favor except Mr. Ryan who abstained. Mr. Paulhus moved and Mr. Ryan seconded to approve the minutes of the April 1, 2013 special meeting as presented. The motion passed unanimously.

III. PUBLIC HEARING

1. Proposed FY 2013/14 Budget

The Town Clerk read the legal notice.

Howard Raphaelson, Timber Drive, thanked the Council for their work and their willingness to support the programs the Town currently provides. Mr. Raphaelson noted that everyone he talks to likes the Town the way it is. He also urged support for the Community Center as a department and as a business.

Cathleen Sutherland, Mansfield Center of Nursing and Rehabilitation Administrator, urged the Town to use the recently acquired accessible van to augment the transportation needs of their patients and residents. (Letter attached)

Alison Hilding, Southwood Road, questioned the use of one shot revenues in the budget and allocation of funds for Town newsletter. Ms. Hilding believes the estimated cost of the publication is low and questioned the motivation of the newsletter.

Ric Hossack, Middle Turnpike, asked a series of questions about the budget and funding sources and urged the Council to reduce the cost of government.

Betty Wassmundt, Old Turnpike Road, requested the Council review the need for additional police coverage, raise taxes to pay for the \$400,000 for school repairs, and questioned the need for a newsletter.

Mary Hirsch, Courtyard Lane, is a charter member of the Community Center and understands that member fees help support the entire program. Ms. Hirsch asked the Council to support the education budget and the additional trooper but not to support the newsletter, as it is unnecessary.

Mark Flynn, Jude Lane, stated his belief that we currently have a sufficient police, and fire presence. Mr. Flynn also questioned why the budget is voted on at a town meeting and not at the polls.

The public hearing was closed at 8:01 p.m.

IV. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Mike Sikoski, Windham, posed a number of questions. (Statement attached)

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Betty Wassmundt, Old Turnpike Road, requested the Council not approve the hiring of legal counsel as requested in item 4 of this evening's agenda and questioned why a report in an agreement concerning counsel for the Kirby Mill project was not provided to her when requested under the Freedom of Information Act.

Ric Hossack, Middle Turnpike, stated the Council should not engage legal counsel for the water and wastewater project and asked how much the consultant used for the Downtown Partnership's Strategic Plan cost. Mr. Hossack submitted a copy of the letter he sent to Hartford Courant columnist Tom Condon and asked the Mansfield Independent News publication be referenced in the minutes. (Letter attached)

Alison Hilding, Southwood Road, requested a total of the 2012 expenditures for all outsourcing and consulting work done for the Town.

Ms. Moran moved and Mr. Shapiro seconded to move Item 3, Appointment of Special Legal Counsel for Water and Wastewater Project, as the next item on the agenda. Motion passed unanimously.

V. REPORT OF THE TOWN MANAGER

In addition to his report Town Manager Matt Hart offered his congratulations to Alan Hawkins who will be inducted into the Connecticut State Firefighters Association Hall of Fame. Mr. Hart remarked that public comments regarding the budget would be addressed at the next budget session; the questions raised by the public concerning personnel matters are still under investigation and the reason savings are not being realized as a result of recent public work terminations is because the positions are being filled.

The Town Manager will provide information as to the total amount spent on all outsourcing and consulting work done for the Town and will report back concerning the requested report on the Kirby Mill hydroelectric project. As to the referenced fire in the Storrs Center project, Mr. Hart has no information regarding any such fire.

VI. REPORTS AND COMMENTS OF COUNCIL MEMBERS

Mayor Paterson noted the passing of Gwen Duff who served the Town in so many ways over the years. Gwen was a music teacher, active in the Senior Center, and cofounder of Holiday Hill Day Camp. She will be missed.

Mayor Paterson also reported on a birthday party she attended in honor of Rose Ferreri's 103rd birthday. Ms. Ferreri has lived in the area for 99 years and operated Storrs Drugs for many years.

Mayor Paterson will be in Hartford later this week lobbying with CCM to discuss the effect proposed cuts will have on the Town.

VII. OLD BUSINESS

2. Storrs Center Update

Mansfield Downtown Partnership Executive Director Cynthia van Zelm, Director of Public Works Lon Hultgren and Managing Member of Leyland Alliance LLC Howard Kaufman updated the Council regarding the status of leasing, construction and other issues related to the Storrs Center project.

VIII. NEW BUSINESS

3. Appointment of Special Legal Counsel for Water and Wastewater Project
Attorneys Teno West and Bruce Toby commented on the qualifications and experience their firm could bring to discussions and decisions concerning water in Mansfield. Town Manager Matt Hart noted UConn has made it clear that they are getting out of the business of providing water to off campus facilities and consequently it is important for the Town to work with experts in the field of water governance.

April 8, 2013

Ms. Moran moved and Mr. Shapiro seconded, effective April 8, 2013, to authorize the Town Manager to begin negotiations with the firm of Pannone, Lopes, Deveraux & West, LLC to serve as special legal counsel for the Town of Mansfield to assist with water supply issues and related matters contingent upon the final agreement including time frames, project descriptions, and cost and being brought back to the Council for approval prior to any agreement being signed.

The motion passed unanimously.

4. Review Charge to Mansfield Downtown Partnership

Mr. Freudmann moved, effective April 8, 2013, to ask the Town Manager to advise the Mansfield Downtown Partnership that it was designated as the Town's Municipal Development Agency for Storrs Center only and to recommend to the Mansfield Downtown Partnership that its bylaws and mission statement accurately reflect that. Garnering no second, the motion failed.

5. Presentation on Solarize Mansfield-Windham Program

Recycling Coordinator Virginia Walton introduced the Solarize Mansfield-Windham program sponsored by the State's Clean Energy Finance and Investment Authority and update the Council on its progress. The Town has already reached tier 2 with additional residents expressing interest in the pilot program.

6. Historic Documents Preservation Grant

Mr. Schaefer moved and Ms. Moran seconded to approve the following resolution: Resolved: that Matthew W. Hart, Town Manager, is empowered to execute and deliver in the name and on behalf of this municipality a contract with the Connecticut State Library for a Historic Documents Preservation Grant.

Motion passed unanimously.

7. Fair Housing Resolution

Mr. Schaefer moved to adopt the Fair Housing Resolution as found on page 146 of the April 8, 2013 Town Council packet.

Motion passed unanimously.

8. Memorial Day Ceremonial Presentation Planning Subcommittee

By consensus Council members agreed to appoint Ms. Moran, Mr. Paulhus and Mr. Kochenbüger to the Subcommittee.

IX. DEPARTMENTAL AND COMMITTEE REPORTS

No comments offered.

X. REPORTS OF COUNCIL COMMITTEES

Finance Committee Chair Bill Ryan reported a recommendation to fund the information technology and maintenance repairs to the schools will be presented to the Council during the April 15, 2013 budget workshop. Mr. Freudmann stated he voted against the recommendation in the Subcommittee.

Mr. Shapiro, filling in for the Chair of the Committee on Committees offered the following recommendations:

The appointment of Ed Hall to the Agriculture Committee as an alternate for a term ending 10/12/2014 and Wesley Bell to the full position for a term ending 10/12/2014

The appointment of Ed Neumann to the Four Corners Water and Sewer Advisory Committee

Motion passed unanimously.

April 8, 2013

XI. PETITIONS, REQUESTS AND COMMUNICATONS

9. B. Heiss re: Senior Center Budget
10. A. Holinko re: Human Services Positions
11. S. Levinson re: Bridge Class
12. Testimony Regarding Governor's Proposed FY 2013/14 Budget
13. CCM Legislative Alert re: Education Committee Makes Changes to Education Funding in Governor's Proposed FY 2013/14 Budget
14. Corporation for National and Community Service re: University of Connecticut
15. Human Rights Campaign Foundation re: 2013 Municipal Equality Index
16. Proclamation Celebrating 101 Years of Girl Scouting
17. Courant.com "New Storrs Center Showcases Smart Growth" - 04/04/13

XII. FUTURE AGENDA

Mr. Freudmann requested the use of reserve funds to support the operating budget be reviewed and a policy be established.
By consensus the Council agreed the Finance Committee should be asked to add the issue to a future agenda.

XIII. ADJOURNMENT

Mr. Paulhus moved and Mr. Shapiro seconded to adjourn the meeting at 10:05 p.m. The motion passed unanimously.

Elizabeth Paterson, Mayor

Mary Stanton, Town Clerk

April 8, 2013

M A N S F I E L D
CENTER FOR NURSING & REHABILITATION
A NOT-FOR-PROFIT FACILITY OF NEW SAMARITAN CORPORATION

April 8, 2013

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

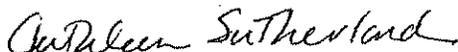
Dear Mr. Hart:

I appreciate your acknowledgement of my letter of February 21, 2013 related to the transportation needs of our patients and residents. This is an issue of the greatest importance in support of the well being of our residents. There are many factors working against our ability to effectively and safely provide scheduled transportation for critical medical appointments and diagnostic evaluations.

The facility utilizes four transportation entities that include American/AMR , Metro, Dial-a-Ride and Medex, which is the provider contracted for the State of Connecticut. Their fees for transportation range from \$100 to \$250 for travel to the Mansfield/ Willimantic area. Dial-a-Ride is free but frequently the combined travel and the wait time at the office before and after the appointment can be up 2 hours due to many passengers that need to be picked up and dropped off.

MCNR has scheduled transportation in March and up to April 2nd for 50 individuals by wheelchair and 27 ambulatory individuals with travel needs within the Mansfield and Willimantic area. It is our hope is that the Town van could be an additional resource to accommodate some of our transportation needs.

Sincerely,



Administrator
Kathleen Sutherland

Submitted by W. Skopec 11/11/11

I have a few unanswered questions I would like to see adressed.

I am told there was a fire in the Storrs Downtown project a little over a month ago. It was in the new construction. Supposedly this is where our fire trucks go every thursday morning for inspections, they were going to one of these inpections when they crashed into each other. What can you tell us about this fire. I do know that when the fire dept showed up they switched over to their high band "secret" frequency.

While I am on the Fire dept has there been any findings on the firetruck rollover that totaled one of the tanker trucks. It has been 4 plus months. Last we were told it was still under investigation.

As you know I and others have questioned the unnecessary useage of the fire dept's apparatus. several years ago when we questioned this , we were told that it was logged when any apparatus left a firehouse,,,, as a matter of fact we requested these logs under the FOI act and reviewed what they had,,,, which was not much. Now the cheif is telling us that they do not log everytime. Which is it and why do they not log these trips.... It really would not be that time consuming,,,, matter of fact it would be quite simple.

A while back one of the Directors of this town was arrested for Driving under the influence in town. It was addressed by the town manager at a council meeting

that he was not in a town vehicle and he would follow up. That was it,,,, it,,,, the whole thing just disappeared.... Puf gone.... Does anyone have any idea how this can happen.

During the past year several town employees have been terminated. There are lots of questions I have about this but I am sure management will just state " its a personell matter and wont discuss it. One question that can be answered is how has it affected the budget. Rough guesstimation would be about 4 to 500 thoundand dollars in savings as each employee costs 100 thousand or more.

a couple of years ago after the skidsteer was stolen, we were told that all public works eq. is returned to the garage daily. This was addressed because I had asked why the largest peice of eq. the grader, was not left on woodland rd when it was being used there for eight straight days. Eq is not being returned to the garage....and what ever happened with the stolen skidsteer.

SPECIAL MEETING – MANSFIELD TOWN COUNCIL

April 10, 2013

Draft

Mayor Elizabeth Paterson called the special meeting of the Mansfield Town Council to order at 6:30 p.m. in the Council Chamber of the Audrey P. Beck Building.

I. ROLL CALL

Present: Freudmann, Moran, Paterson, Paulhus, Ryan, Schaefer, Shapiro,

Excused: Keane, Kochenburger

Staff Present: Town Manager Matt Hart, Director of Finance Cherie Trahan,
Assistant Town Manager Maria Capriola, Director of Parks and Recreation Curt

Vincente, Director of IT Jamie Russell

II. STAFF REPORTS/COMMUNICATION

The Town Manager and Director of Finance reviewed the following handouts:

- Citizen's Budget Guide which this year includes information on the Storrs Center impact on property taxes
- Background information on the Town Manager's Office service improvement requests
- Clarifications in response to citizen questions and recent publications

Flag – Provide breakdown for the amounts the Boards of Education and the Town have in their individual reserve funds.

III. TOWN-WIDE

Ms. Capriola and Ms. Trahan reviewed the Employee Benefits, Insurance and Contingency Funds.

IV. OPERATING TRANSFERS TO OTHER FUNDS

Ms. Trahan reviewed the operating transfers to other funds.

V. OTHER GOVERNMENTAL FUNDS

Mr. Vincente discussed the accomplishments and goals of the Parks and Recreation Department and reviewed the details of the Parks and Recreation Fund.

Ms. Trahan spoke to the Debt Service Fund.

Flag – Add a reference to the 1 million dollar Open Space Fund. (Pg. 237)

VI. INTERNAL SERVICES FUNDS

Ms. Capriola discussed the Health Insurance Fund, and the Workers' Compensation Fund.

Flag – A copy of the report identifying the positive claims experience for health cost to the Town referred to by Ms. Capriola at the meeting will be provided.

Ms. Trahan and Mr. Russell reviewed the Management Service Fund.

Flag – A copy of the number of residents who have signed up to receive email communications from the Town will be provided, as will the number of people accessing the Town's facebook page.

VII. OTHER AGENCIES/FUNDS

April 10, 2013

Ms. Trahan summarized the Day Care Fund, the Eastern Highland Health District Fund and the Cemetery Fund.

Flag – Information regarding the system used to charge EHHD for maintenance by the Public Works Department will be provided.

VIII. DISCUSSION OF PROPOSED BUDGET/COUNCIL QUESTIONS

Flag – Staff will provide a summary table showing proposed new and enhanced services including the source of funding, the cost, whether the initiative is new or being restored and the location of the item in the budget.

IX. ADJOURNMENT

Mr. Shapiro moved and Ms. Moran seconded to adjourn the meeting at 8:55 p.m. Motion passed unanimously.

Elizabeth Paterson, Mayor

Mary Stanton, Town Clerk

April 10, 2013

SPECIAL MEETING – MANSFIELD TOWN COUNCIL

March 11, 2013

DRAFT

Mayor Elizabeth Paterson called the special meeting of the Mansfield Town Council to order at 6:30 p.m. in the Council Chamber of the Audrey P. Beck Building.

I. ROLL CALL

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

II. MEETING WITH STATE LEGISLATORS

Mayor Paterson welcomed State Representatives Gregory Haddad and Linda Orange.

Mr. Freudmann moved and Ms. Keane seconded to move public comment as the first order of business.

The motion failed with Freudmann, Keane and Paulhus in favor and Kochenburger, Moran, Paterson, Schaefer and Shapiro against.

The Legislators, joined by Senator Don Williams (6:55p.m.), discussed the proposed Governor's budget, specifically the elimination of the car tax and inclusion of PILOT funds into the ECS grant. All three Legislators voiced their opposition to those proposals and stated that neither was likely to survive the budget process in their current forms. They also agreed that a bipartisan bill to control gun violence is possible. When asked what issues to highlight in testimony the Legislators suggested Town representatives remind State leaders why PILOT came into being and provide real life examples of how its elimination would affect Mansfield.

Representative Haddad stated the Town will have some indication of how the budget will affect the Town following the decisions of the Appropriations Committee.

Mayor Paterson thanked the Legislators for their work and urged them to stay in touch.

III. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COUNCIL

Ric Hossack, Middle Turnpike, urged the Legislators not to support the Next Generation plan for UConn. Mr. Hossack remarked they are elected to represent the Town, not UConn.

Pat Suprenant, Gurleyville Road, requested the Legislators hold workshops outlining why they support the Next Generation plan and suggested they come to Town and schedule regular meetings with citizens.

Senator Williams and Representative Haddad commented that although they have not seen the final language for Next Generation Connecticut and there will be a process of further review and changes, they do agree that an investment in technology and science is important for Connecticut and will have an important impact on Connecticut's economy. Representative Haddad expressed concerns

March 11, 2013

the effect of an additional 5000 students would have on the infrastructure of Mansfield and has supported the expansion of the regional campuses.

IV. ADJOURNMENT

Mr. Paulhus moved and Ms. Moran seconded to adjourn the meeting at 7:26 p.m.
Motion passed unanimously.

Elizabeth Paterson, Mayor

Mary Stanton, Town Clerk

March 11, 2013



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager; Kathleen Krider, Early Childhood Education Coordinator; Kevin Grunwald, Director of Human Services
Date: April 22, 2013
Re: Connecticut Center for Economic Analysis Presentation of Mansfield Advocates for Children Data Concordance Report

Subject Matter/Background

In 2010 Mansfield Advocates for Children (MAC) created and distributed a community survey to Mansfield residents. In March of 2011, the Connecticut Center for Economic Analysis (CCEA), which is located in the University of Connecticut's School of Business, signed an agreement with the Mansfield Advocates for Children Executive Council and the Town to assist with the initial data collection and analysis. CCEA took the results of this survey and analyzed the results, referenced other data points and created the *MAC Data Concordance Report*. This report provides the statistics regarding Community Connectedness; it makes several recommendations to MAC using three main areas of consideration: Health, Successful Learners, and Community Connectedness.

Kathleen Krider, Early Childhood Education Coordinator will discuss the report with the Council at Mondays' meeting.

Attachments

1) Phase I Executive Report: MAC Data Collection and Evaluation Project



Phase I Executive Report: MAC Data Collection and Evaluation Project

Prepared for the:
Mansfield Advocates for Children (MAC) Executive Committee
&
Town of Mansfield, Connecticut

Professor Fred V. Carstensen, PhD, Director
Bill Waite, MBA, Manager, Research Projects
Jill Coghlan, MA, MLS, Research Analyst
Justin Young, Research Assistant

Connecticut Center for Economic Analysis
University of Connecticut School of Business
2100 Hillside Avenue, Storrs, CT 06269-1240
ccea.uconn.edu

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I. Introduction

The Town of Mansfield (hereinafter “the Town”) engaged Connecticut Center for Economic Analysis (CCEA) to provide advisory services related to and for the benefit of the Mansfield Advocates for Children (MAC) initiative.¹ All comments and recommendations included in this report result from work performed during Phase I of the MAC engagement, unless otherwise indicated.

Phase I had two distinct components: first was to collect germane data; second to analyze that information and to make recommendations based on that analysis. The specific goals and deliverables under the Phase II Scope of Work are still under discussion. However, in general, during Phase II, CCEA will:

- (1) Work with the Town’s leadership and the MAC Executive Committee on how the group can present an appropriate, select set of these findings to its constituency, and, in general, disseminate agreed-upon information via the web; and
- (2) Provide guidance with regard to establishing the systems and protocols needed so that Mansfield can maintain and augment the data compiled during Phase I.

During the spring of 2012, CCEA prepared and delivered memos containing its specific recommendations to each of the three MAC volunteer committees: Health; Community Connectedness; and Learners. In addition to recommendations and the associated comments and analysis included in those memos, CCEA has several general recommendations for the Town and the over-all MAC initiative.

This report seeks to achieve two primary goals:

- (1) To present all recommendations in a cohesive, single setting;
- (2) To provide a précis of the key issues, challenges, and factors, which that speak to MAC’s primary objectives.

CCEA analyzed a formidable quantity of data, of academic literature and popular-press publications, and of associated materials. This report does not comprehensively summarize all these sources; rather, CCEA is sharing this high-level summary of its findings and recommendations. Interested readers are referred to one or more sections of the *CCEA-MAC Data Concordance Report* (hereinafter “the *Concordance Report*”) for additional details – including data, commentary regarding specific analytical methodologies, and sources for additional information.

¹ In 2010, Mansfield’s Director of Human Services, Kevin Grunwald, contacted CCEA, and requested a research and analysis proposal to assist MAC with its data-driven goals, a range of skills which are perhaps beyond the scope of a single individual. In February 2011, CCEA signed a Memo of Understanding (MOU) with the Town of Mansfield contracting to provide assistance with data collection, analysis, and advisory services.

First, the authors present CCEA’s “general” recommendations – those applicable at the Executive Committee’s level of oversight. Next, we describe our “topic-specific” recommendations, which speak to the responsibility of the three specific committees. The balance of this report provides comments and information regarding the approaches and methodologies employed in the gathering and analysis of information, as well as some of the challenges CCEA faced in completing this work. A brief literature review follows, focusing in particular on select research regarding Early Childhood Care and Education (ECCE) and community affinity factors.

II. General Recommendations

Below, CCEA lays out three recommendations for the Town’s leadership and MAC’s Executive Committee. These recommendations emerged from both the CCEA analysis of the MAC’s 2010 Survey (hereinafter “the survey” or “survey data”)² and other relevant research.

CCEA’s approach is to rely, to the greatest amount possible, on a combination of empirical data and academic literature. In addition to those two sources, CCEA draws on its own collective experience, or institutional knowledge. CCEA used a “logical” decision matrix, to build a filter for both the survey and data analysis results. Table 1 describes the decision criteria that constitute the three filters.

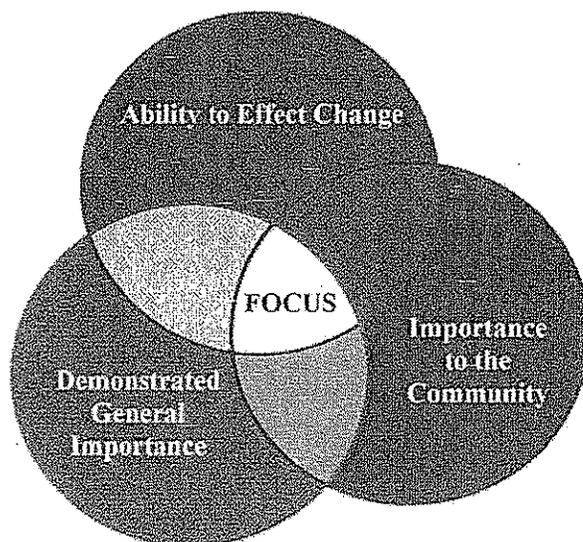
Table 1

<i>Filter</i>	<i>Representative Metric</i>
Importance to Community	Survey data: “Importance” rating in question 3.
Ability to Effect Change	Application of and allowance for constraints: based on input from MAC Committees, Town leadership, and practical factors.
Demonstrated General Importance	Principally based on: (i) feedback from MAC/Town leadership; (ii) Difference between Satisfaction and Importance in survey question 3; and (iii) previous scholarship.

Once CCEA had collected the available, relevant information, the group refined its recommendations by applying the three “filters” as Figure 1 shows.

² The survey was conducted during December of 2010, and consists of a four-page mailer sent to a randomized sample of Mansfield residents approved to vote. Of the 2,000 surveys mailed, 591 were returned, legible, and contained answers to enough questions to be included in the survey data set. Of those 591: 182 indicated having at least one child who lived in their household; 497 provided information about their annual incomes; 557 gave feedback about the highest level of education they had achieved. As a group, the respondents tended to be better educated and have higher incomes than census data suggests is representative of Town’s population.

Figure 1



The ultimate purpose of utilizing this approach is to provide an evaluation framework for decision-making under limited resources. Essentially, the filter-approach focuses attention on those items that are likely to provide the greatest “return” for the respective “investments” required to effect change – or, in more colloquial parlance, the biggest “bang for each buck.”³

One factor that is not explicitly addressed in Figure 1 is what we will refer to as “political concerns.” For our purposes here, such factors relate primarily to judgments about the utilization of Town resources that stem from voters’ desires and/or constituents’ unwillingness to support certain initiatives. Rather, CCEA’s recommendations are “MAC-centric” and are neither restrained by, nor subject to, broader strategic and/or practical considerations that may exist at the Town level.

General Recommendation #1: That the Town and MAC leadership make inter-committee and inter-organizational communications a priority, with a particular focus on constructing and implementing clear, consistent, targeted messaging strategies.

Communication is a crucial component for any initiative with a broad, geographically-distributed constituency such as Mansfield’s. It is therefore crucially important that:

- (1) The three teams coordinate among themselves, and
- (2) MAC leadership organizes a formal, structured process to coordinate how each group communicates with its stakeholders, including the content of that messaging.

³ It is critically important to note that investments need not be only thought of in terms of dollar expenditures, but also to include other types of inputs that could have been directed towards another activity; specifically time (labor) and/or individuals’ energy.

The survey data reveals that different communication methods reach specific audiences to varying degrees.⁴ However, the same data clearly showed a remarkable degree of consistency across those same sub-groups. The analytical result is that, while some communication methods are more effective than others for different categories of individuals, the survey data showed a clear preference for communication methods.

General Recommendation #2: Conduct additional surveys in the future to: (1) allow for a longitudinal analysis of issues; (2) evaluate the efficacy of various initiatives; and (3) gather more granular data regarding specific items and issues.

By pursuing this activity, not only will MAC gather additional data, but will also advance its strategies and educate its constituents about the resources currently available. In other words, such an annual follow-up survey addresses the need for additional information, while helping curtail possible information asymmetry issues; that is, MAC gets two distinct benefits from one single – and relatively inexpensive – action.

General Recommendation #3: Elevate the priority of investing time, energy, and, when and where appropriate, capital in the Town's data infrastructure capabilities.

Section III of this report provides an overview of the data and analysis methodologies CCEA employed during Phase I, as well as some of the challenges encountered. Several of these challenges stem from the lack of consistent, comparable data sets – particularly those that allow comparisons across time (aka, longitudinal data sets). For myriad reasons, it is unlikely that, absent focused action at the Town level, this situation will improve. Such action will certainly require an initial investment of staff time as well as capital outlays. However, once the investment is made, the additional cost of sustaining the data collection is quite modest and the long-term benefits to this type of investment can be profound, particularly when coupled with an institutional intention to integrate data analysis into the decision process.⁵

The next three sub-sections present an overview of the topic-specific recommendations CCEA has previously made to each of the three Committees.

⁴ The survey requested responses as to whether residents were both (1) satisfied with town services, and (2) felt connected to these services.

⁵ See: Beath et al (1996); Dhillon et al (2009); Fink & Neumann (2009); Lu & Ramamurthy (2011).

Health Committee

Research and Evaluation for this team held significant challenges⁶ due to issues associated with data availability – resulting from both regulatory structures as well as the simple lack of existing data sets⁷ – and “impactability” – understood here as the absence of the practical ability for an external (to the family) individual or group to exert any influence on the situation. Ultimately, the result of these two hurdles is that CCEA’s actionable recommendations are limited.

Health Recommendation #1: Physical activity at all levels for children, whether in school or during family time, is a confirmed corollary with positive education results; it is in everyone’s best interest to promote exercise opportunities.⁸

Health Recommendation #2: Connecticut DPH administers the federal Health & Human Services block grant to improve “Maternal & Child Health.”⁹ CCEA suggests MAC explore ways to utilize resources available from this program to address the stubbornly persistent, flat trend in the level of newborns receiving inadequate pre-natal care.¹⁰

Learners Committee

This team has coordination responsibilities for a broader range of data components. Connecticut’s Early Childhood Education Cabinet (ECEC) proposed its content organization in eight (8) components, two of which belong with the Health Team; the other indicator categories belong with this MAC committee:

- Pre-School Care
- Kindergarten Readiness
- Poverty and Income
- English Language Learners (ELL)
- Housing and Residence Mobility

⁶ See the *Concordance Report*, Data Metrics 1.1 – 1.3; 2.1 – 2.5.

⁷ Although CCEA had hoped to employ time series analysis techniques, the available data-sets did not contain enough discrete observations for parameter estimation. Essentially, there were simply too few years-worth of data. And, while it is certainly possible to get “an answer,” the potential for error in any recommendation based solely on such results would have been unacceptably high. Ultimately, CCEA utilized a variety of approaches – including, but not limited to, the germane literature on these data topics – to reach its selected suggestion.

⁸ See Appendix 6, Wellness Advocacy, for SDE’s alignment with students’ physical activity.

⁹ <http://www.ct.gov/dph/cwp/view.asp?a=3138&q=414744>

¹⁰ See the *Concordance Report*, Data Metric 1.2.

Within the context of all five (5) of these data responsibilities, the three functional recommendations above confirm their importance. Keeping firmly in mind the Toddlers, Pre-School and Grades 1-3 student groups defined in "Ready by 5, Fine by 9", CCEA's recommendations to the Learners Team are vitally important:

Learners Recommendation #1: MAC should continue to improve the state's "Unmet Needs" survey and, over subsequent years, build a longitudinal data-set, which will allow analysis and evaluation of existing programs and suggest the need for additional initiatives to: (a) Identify children in both centers and home/family care; (b) confirm that the "expected" population has the early child care they prefer; and (c) refine data-gathering methodology and practices.

Learners Recommendation #2: Building on CCEA's research and on their own efforts, MAC should integrate their collection of "Unmet Needs" data, in conjunction with other relevant information, to evaluate the efficacy of pre-kindergarten-readiness programs, and prepare to collect data on and examine the impact of such initiatives on children's learning experience.

Learners Recommendation #3: One of the most persistent relationships examined in both poverty and education research is the connection between these two concerns. (Duncan et al, 1998; Mayer, 1997) Longitudinal studies – which seek to better understand the nature of this relationship – highlight how specialized programming focusing on different types of poverty, is ultimately more effective than general initiatives. (Greenberg et al, 1999; Schweinhart & Weikart, 1998) As such, CCEA strongly recommends that MAC develop programs for the following three poverty groups: (i) Situational – examples include, but are not limited to: graduate student parents and young families struggling to establish themselves in a career or the professions; (ii) Generational – successive generations of the same families who live in poverty; and (iii) Temporary – financial hardship resulting from exogenous factors (such as the recent economic slowdown).

Although CCEA had anticipated a data collection and analysis methodology that would lend itself to a standard statistical analysis, the collected data sets lacked both (1) a sufficient number of separate occurrences within each data type, and (2) parallel structure from one data set to another, to make them comparable. Because of these two considerations, to conduct its analysis, CCEA employed two

approaches: (1) a trend component, where the individual data sets are reviewed for concerns that might impact Mansfield’s children’s ability to learn, and (2) a regression component, where each data set, when a regression is performed with a CMT test pattern, yields statistically significant values that indicate an alignment or potential relationship.

- The existing data did not provide any comfort that Mansfield children’s pre-school experience (from the State Department of Education’s Kindergarten-Inventory) had a positive correlation with 3rd grade CMT test results. This is the basis for recommendations #1 and #2 above.
- Two data indicators, the number of children with Free/Reduced Price Meals (FRPM) and the American Community Survey (ACS) finding of a strongly incremental increase in the number of children below age 6 living in poverty is the basis for CCEA’s recommendation #3 to the Learners Team.

Community Connectedness Committee

CCEA’s primary responsibility to the Community Connectedness Committee was to analyze the data collected in the 2010 MAC Survey, an instrument designed to help MAC learn about Mansfield’s internal relationships. When the data was ordered by (1) educational level, (2) income level, and (3) whether the household included a school-age child, there was a remarkable amount of consistency across these categories for respondents’ level of satisfaction and its variation from their feeling about how important that item is.¹¹ Table 2, below, lists the number of times one of the twenty six (26) content-specific questions was ranked by calculating the absolute value of the difference between the average values for each resident category.¹²

Table 2

Public transportation	7
Places to meet people	7
Having reliable neighbors	7
Playground	6
Appreciation for diversity	4
Web page	4
Skate parks	4
Before- & after-school programs	2
Clubs and activities	1

¹¹ There are two critically important variables involved with an individuals’ evaluation of the relative worth or value of a good or service: (1) the intrinsic qualities that the thing itself possesses, and (2) the amount of information the person has about those intrinsic qualities. In assessing whether or not individuals are “satisfied” with the “different programs, services, activities, and characteristics available in Mansfield” it is therefore necessary to differentiate whether or not survey responses indicate a person’s assessment about the item’s intrinsic qualities, or if the respondent’s judgment is more tainted by a lack of information. A summary of the top six responses for each sub-group may be found in the *Concordance Report*.

¹² See Appendix 8, Table 7, for a summary of the responses from survey question 3.

From the data in Table 2, we can see that the following four items are important to all – or nearly all – Mansfield residents:

- Public transportation;
- Places to meet people;
- Having reliable neighbors; and
- Playgrounds.

Of these four items, “having reliable neighbors” may overlap significantly with “place of meet people” and may suggest some difficulty in neighbors getting to know neighbors with something more than a “nodding acquaintance.” Thus facilitating more interaction within the Mansfield community may address this issue. Clearly, the other two items—public transportation and playgrounds are clearly important to a large number of the respondents and warrant attention.

The question, of course, is whether or not respondents’ beliefs regarding the quality of each of these items are based on intrinsic or perceived properties. Or, phrased in a slightly different manner, does the data indicate a “real” problem? Or, could the level of dissatisfaction be addressed by increased or enhanced communication? This conundrum leads to CCEA’s first recommendation, which is:

CCC Recommendation #1: Gather additional data via a smaller, more focused survey.

In particular, CCEA recommends sending out brief questionnaires that offer more detailed questions about the four items at the top of the list in Table 2. Such questions would elicit information about, for example, the destination of needed public transportation or whether people would be interested in creating “neighborhood clubs” to bring neighbors together to discuss common concerns and needs. By engaging in such an activity, not only will MAC gather additional data, but will also take an additional step towards educating its constituents about the resources currently available. In other words, such a follow-up survey addresses the need for additional information, while helping curtail possible information asymmetry issues; that is, MAC gets two distinct benefits from one single – and relatively inexpensive – action.

While additional information is (nearly always) helpful, there is a great deal of truth in the adage, “Let not the best be the enemy of the better.” Applied to MAC’s situation, that saying implies the need to act before additional information has been gathered. With this need in mind, CCEA recommends:

CCC Recommendation #2: Create targeted “PR” campaigns tailored to each of the resident categories and deliver that content in accordance with the responses Mansfield residents provided in answering survey question number five (5).¹³

The *Concordance Report* presents a summary of all of the resident characteristics responses to question five. Bearing in mind the relative costs of creating and producing content, and subsequently distributing it, CCEA recommends implementing communication campaigns using flyers and the newspaper to target all sub-groups except households with children, and individuals making more than \$75,000 per year. For those two groups, a combined approach of using flyers and information distributed at school, and via the Town Website, respectively, should work well.

CCEA’s third recommendation is also one of the broadest, and, not surprisingly, the most nebulous. CCEA’s regression analysis of the survey data – see Appendix 5 for additional details – shows that “how connected [the respondent] feel[s] to the Mansfield community”¹⁴ has the most predictive power (as indicated by the “Adjusted R-squared” value) of any other factor with regard to predicting satisfaction. Or, stated another way, CCEA’s analysis supports what other academics’ studies have previously shown: how connected an individual feels to the community is statistically significant and positively correlated with how satisfied that person is with their community.¹⁵

The strong, positive relationship between “connection” and “satisfaction” is, of course, not entirely surprising. However, confirming that relationship for the Mansfield population can confirm MAC in developing methods and approaches that have been shown to enhance residents’ feelings on community connection successfully. CCEA’s third recommendation is therefore:

CCC Recommendation #3: Pursue select strategies to create and/or enhance, whether directly or indirectly, Mansfield’s residents’ social capital – particularly those initiatives that impact “linkages among individuals or groups within the collectivity” (Adler & Kwon, 2002, pp. 21) – as doing so will likely ultimately result in increased satisfaction with the Town of Mansfield.

¹³ Question five reads, “Where do you get your information about Mansfield? Place a check in the box to the left of each place you get information about Mansfield. Please check all boxes that apply.” See Appendix 7, Table 6, for a summary of the responses.

¹⁴ See survey question number 2.

¹⁵ See, among others: Cuba & Hummon (1993), Hidalgo & Hernandez (2001), Kelia, Graefeb, Manningc, & Baconc (2004), Hur & Morrow-Jones (2008), Manor & Mesch (1998), and Obst, Smith, and Zinkiewicz (2001).

In particular, CCEA recommends pursuing approaches which current research shows have been to be effective. Specifically, CCEA advocates a multi-faceted approach, which pursues both place-based and virtual resources.¹⁶ Such initiatives include (but are not limited to):

- (1) Greater, more-diverse usage of public school resources – “reinforcing the link between public school and neighborhoods” (Chung, 2002, pp. 8) – particularly to help families that are new to the Mansfield-area.¹⁷
- (2) Starting “neighborhood associations”, to develop “a place where everyone knows your name...” Bookman (2003, pp. 116-118)
- (3) Expansion of existing Town resources, such as the proposed/potential augmentation of the Community Center.
- (4) Substantially expanded use of community information networks (CINs) to “foster civic engagement” and to aid in “creating relationships and networks of trust.” (Pigg, 2001, pp. 508)

III. Data Collection and Analysis Methodology

In June 2008, Mansfield and other Connecticut communities joined a state-sponsored program to improve the lives of its young children and their families, a project the Connecticut Early Childhood Education Cabinet¹⁸ through the State Department of Education and the William C. Graustein Memorial Fund,¹⁹ jointly fund to provide assurance that all children are “Ready by Five, Fine by Nine”.²⁰

The MAC initiative is aligned with the state’s utilization of a Results-Based Accountability (RBA)²¹ framework, as promoted by the State Department of Education.²² An integral and required component of the funding is MAC’s agreement to (1) work from concrete data for recommendations and (2) apply the RBA criteria/process when conceptualizing, designing, and implementing initiatives targeted to improve children’s educational success.

¹⁶ In particular, CCEA recommends embracing the kind of “sociocultural constructionism” approach described/championed in Randal Pinkett (MIT) and Nicol Turner (Northwestern), among others.

¹⁷ In particular: Targeted programs that address issues surrounding non-voluntary relocations.

¹⁸ The Early Childhood Cabinet was established by the Connecticut legislature in 2005 to develop a high-quality, comprehensive system of early childhood education among the wide array of early childhood programs in the state (including Head Start, Care 4 Kids, and School Readiness). In general terms, the goals of this program are to: (1) reach appropriate developmental milestones from birth to age 5; (2) begin kindergarten with the knowledge, skills and behaviors needed for success in school; and (3) enjoy K-3 education experiences that extend children’s birth-to-5 learning and ensure consistent progress in achieving reading mastery. (See <http://www.ctearlychildhood.org/> for additional information.)

¹⁹ The William C. Graustein Foundation Memorial Fund is dedicated to improving the effectiveness of education by supporting projects that engage children more directly in their own success and develops successful leadership in early childhood education. (See <http://www.wcgmf.org> for additional information.)

²⁰ Connecticut Early Childhood Cabinet (2006).

²¹ See Hatry et al (1996), Laverge (2002), and Saxton & Guo (2011) for additional information about RBA.

²² “The CSDE’s RBA work started in 2005 via the General Assembly and the Early Childhood Education Cabinet. The purpose of this effort was to promote the well-being, school readiness and early school success of Connecticut’s young children by piloting RBA as the framework for greater public accountability, interagency collaboration and program improvement.” (<http://www.sde.ct.gov/sde/cwp/view.asp?a=2711&Q=322618>)

MAC's Executive Committee developed and adopted the following mission statement: "Mansfield's children from birth through eight years old are healthy, successful learners and connected to the community." MAC recognized three Strategic Areas – the large "buckets" – to focus their Committee's efforts: (1) Health; (2) Successful Learners; and (3) Community Connectedness. From these three strategies, MAC developed seven goals, following guidelines the Connecticut Early Childhood program provided and the quite specific 2007 Discovery Community Assessment Indicators²³ from the Graustein Foundation.²⁴ MAC's Leading Indicators, the data measures whereby they hope to "bend the curve" in Mansfield, were as follows:

- (1) Healthy
 - a. % of mothers with a least adequate prenatal care
 - b. % of children with healthy BMI scores
 - c. % of children passing all 4 physical fitness tests in Grade 4
- (2) Successful Learners
 - a. % of children scoring Level 3 or above on Kindergarten Inventory
 - b. % of 3rd graders reading at or above state goal on CMTs
- (3) Community Connectedness
 - a. % of community members feeling connected to community

During CCEA's initial conversations with the group (February 2011), the following two objectives emerged as those on which CCEA should primarily focus its efforts:

- (1) Identify data indicators that have the potential to quantify whether the Mansfield Advocates for Children and their community can reach their desired goal(s), reported in this document; and
- (2) Implement a "Ready to Learn" platform for Mansfield children entering public schools during Phase II.

This report covers Phase I, during which CCEA reviewed Discovery indicators and discussed with MAC leadership and its working committees their concerns about data sources with potential to quantify relationships between MAC activities and educational improvements for Mansfield children. While MAC posited Headline Indicators, CCEA (in the Data Matrix) approached the topic somewhat differently by looking for correspondences among a broader range of data choices. Ultimately, the Data Indicator categories expanded from MAC's original list, evolving into the following:²⁵

- (1) Healthy Babies
- (2) Wellness Advocacy
- (3) Ready to Learn (pre-K)
- (4) Successful Learners
- (5) Community Connectedness

²³ http://discovery.wcgmf.org/sites/default/files/resources/sps_resource_887.pdf

²⁴ See Appendix 4, MAC Data Matrix, for the initial set of indicators.

²⁵ For information about each of these five items, see Appendix 6.

Collection

The MAC Data Matrix 3 CCEA developed draws directly from the “Assessment of Early Childhood Indicators, Identified by Discovery Planning Communities”.²⁶ Individuals within the MAC group also suggested additional resources.

Many of the data sets include observations from the entire population, rather than being merely a sample.²⁷ At the same time, some data sets present observations for only a few years, while others are still being re-designed to capture data more effectively. The lack of standardization and the pervasive heterogeneity of the available data sets restricted the extent to which quantitative comparisons were possible within acceptable confidence intervals. The Data Methodology & Analysis section describes these issues more clearly. The relative scarcity of longitudinally contiguous data sets, and the information asymmetry issues borne of the (understandable, yet inconvenient) regulatory restrictions applicable to privacy concerns, was a pervasive motivating factor behind CCEA’s data-related General Recommendations.

At the conclusion of this collection process, CCEA has recommended specific data components which are sufficiently robust to be retained as on-going data points for the MAC project.²⁸ One specific example is the Census data collected through the American Community Survey (ACS) (poverty and Education Attainment); this annual survey data is available although potentially flawed because based on a quite small sample.

Sources

In addition to the 2010 MAC survey data, CCEA used a number of publically available data sources.

Decennial Census: The U.S. Census Bureau changed the Decennial Census (census being a count of all citizens) between 2000 and 2010. In the 2000 Decennial Census, each household received either the “short form”, asking for just demographic basics, or the “long form”, which requested information of a broader, socio-economic nature. During the 1990’s, Congress passed legislation that recommended more frequent up-dates of the socio-economic data to assist cities and towns plan their schools and communities. The result was the American Community Survey (described below). The Decennial Census now reports only ages, race, place of birth, householder type and children, and number of housing units.²⁹

American Community Survey (ACS): The transition to the American Community Survey (ACS) from the decennial “long form” introduced changes to the questionnaire, in the sample size (from 1-in-6 to 1-in-

²⁶ See Appendix 3.

²⁷ For example, the six years of Connecticut Mastery Tests in 3rd and 4th grade represent the full set of students within the Town of Mansfield.

²⁸ See Table in Appendix 2 for recommended data components.

²⁹ The U.S. Census Bureau has very strict guidelines for characterizing families as those in which all occupants are related by marriage or blood. (Population Reference Bureau (2003): <http://www.prb.org/Articles/2003/WhatsaHouseholdWhatsaFamily.aspx>.)

100 for ACS), and ultimately muddled comparability.³⁰ With the reduced sample size, in order to have a sufficient number of observations for small and mid-size towns, data from the ACS is averaged over three or five years. Mansfield is included in both the three-year and five year estimate programs. The U.S. Census Bureau recommends using report tables from the five-year estimates (e.g., 1006-2010 ACS 5-year Estimates) when possible. Choosing data sets from these 5-year programs allows a larger sample size, and includes responses from five years rather than just three.³¹ Also, some data tables are available in the five-year estimates (since sufficient data sampling has occurred for these data types), that are not published in the three-year estimates for smaller towns like Mansfield.

Connecticut State Department of Education (SDE): The Connecticut Mastery Test (CMT) results, the basis for the "Successful Learners" section, are publicly available in customize-able data downloads.³² CCEA also accessed data from SDE's CeDAR research resource³³ and SDE's Bureau of Student Assessment.³⁴

Connecticut Department of Public Health (DPH): Connecticut's Department of Public Health (DPH), through their Department of Vital Statistics, releases annual "Registration Reports",³⁵ which include the many facets of birth, disease and mortality, based on state filing requirements for each town and hospital. In order to understand the challenges that exist specifically in Mansfield, MAC asked CCEA to review all data that is available at the town level granularity: (a) the number of births to teen-age mothers; (b) non-adequate pre-natal care; and (c) low birth weight. Other statistics are available by county or health district region only.

Census' Local Employment dynamics (LED) "OnTheMap": This application is the result of a voluntary partnership between state labor market information agencies and the U.S. Census Bureau to deliver administrative (as distinct from survey) information about jobs and industries at the local level, with no added respondent burden, and with strong confidentiality protections afforded other census and survey data. In addition to supplying a significant collection of both demographic and employment indicators, data can be arrayed across a map of the chosen geographic area, to present a dynamic visualization.³⁶

Unachieved Objectives

The following list describes those items that were originally included in the Scope of Work, but that, for one reason or another, CCEA did not pursue through the end of Phase I. While only a few comments are included in this report, the authors extend an invitation to any reader who wishes to learn more about these items to contact them, as they will be happy to discuss.

³⁰ For anyone without at least master's degree in statistics.

³¹ The Census publishes "do's" and "don't" for ACS:

http://www.census.gov/acs/www/guidance_for_data_users/comparing_2010/

³² <http://ctreports.com>

³³ http://sdeportal.ct.gov/Cedar/WEB/ct_report/CedarHome.aspx; updates for CeDAR are now available at:

<http://www.csde.state.ct.us/public/cedar/assessment/index.htm>

³⁴ <http://www.csde.state.ct.us/public/cedar/assessment/index.htm>

³⁵ http://www.ct.gov/dph/cwp/view.asp?a=3132&q=394598&dphNav_GID=1601

³⁶ <http://lehd.did.census.gov/led/led/led.html>

- (1) **Reference Groups from State Department of Education (SDE):** One colleague associated with the MAC project prepared bar charts to compare Kindergarten Inventory for Town of Mansfield children with what was then called “District Reference Groups”. Although there is still the possibility to discuss “Education Reference Groups”, the State Department of Education no longer prepares downloadable reports for the approximately ten Reference Groups, presenting a hardship for the comparison of other towns with Mansfield and its test scores.
- (2) **Comparing Mansfield with possible “mirror” towns:** In a conversation with the Town’s staff, in January of 2012, Bill Waite described other research CCEA had prepared for the University of Connecticut that sought to locate/identify “reference towns” for Mansfield. The results of that previous work determined that where there are a number of communities across the country with *prima facie* similarities, Mansfield’s specific attributes – primarily the population’s heterogeneity, geographic characteristics, and the presence of UConn’s Storrs campus (which itself is quite unique in and of itself) – makes valid, reliable comparisons problematic. There are simply few truly “comparable” towns in America, let alone the North East. Ultimately the situation was one in which the costs (principally: inherently high Margin of Error; difficulty in obtaining data in the fleetingly few instances where comparisons may have been valid; other demands on the team’s time) considerably outweighed the benefits of pursuing this item.
- (3) **Census Data for comparison with School District geographies:** During CCEA’s early discussions of this project, one objective was to create a demographic profile for the various geographic areas delineated by the town’s elementary school districts. After taking the appropriate initial steps to create such a correspondence (characteristics/attributes within the germane geographic areas), it became increasingly clear that while desirable, reaching this goal would require CCEA to dedicate an unacceptably large portion of its MAC-engagement related hours, for too uncertain a benefit.³⁷ Therefore, as was the case with the mirror town discussed above, CCEA and the Town’s staff determined that the resources would be better deployed elsewhere.
- (4) **Potential to work with “original” data:** Despite numerous efforts to obtain the required data from the Mansfield Board of Education, CCEA was unable to obtain the information required to achieve this objective.

³⁷ The reason for this situation stems from the pertinent data’s nature and availability. More specifically: Each of the four (4) Census Tracts in Mansfield has significant counts and proportions in at least two elementary school geographies, and one tract has families in all three. For Census social and economic data, available only from the American Community Survey (ACS), the previously available next-smaller geographical component, a Block Group, is not reported for communities with less than 65,000 people – that is, where enough people are sampled that the block group area is sufficiently well represented to report economic and social data for it.

Analysis Methodology

Virtually all of the student-specific data sets available for analysis suffered from sample-size related concerns. As mentioned earlier in this report, the lack of suitably large, rich, reliable data sets was a consistent challenge to the CCEA team. And, likewise, this is one of the primary reasons underlying General Recommendations #1 and #3.

The following sub-sections present (1) a description of the basic parameters that must be satisfied for extrapolations from statistical sampling to be valid, and (2) a proposal for a MAC data comparison approach.

Preferred Comparison Characteristics

Statistical analysis is a specialized field, each with its own rules, norms, and traditions. While CCEA did employ a number of statistical techniques, a full description of the nitty-gritty technical issues is unnecessary here.³⁸ For our purposes of this project, there are two characteristics that are primarily important – required – these are:

- (1) **Representative sample:** For a sample to be representative, it needs to contain at least 30 independent observations for the investigator to be reasonably confident that the results are an accurate portrayal of the larger populations.³⁹ In many cases during data collection, CCEA encountered far fewer observations for each data point.
- (2) **Data structure:** In addition to the number of observations – and the method by which those were gathered – there is an additional concern. Data tables may have one or more sub-sections, consisting of “layered” components. Depending on how these sub-sections are constructed, one table may not be comparable with another, even if the two data sets are similar, *prima facie*.
- (3) **Additional complications for longitudinal data sets:** Standard time-series statistical analysis⁴⁰ can be executed only when the comparable units have a similar number of years in all the data sets, for both the explanatory variables and the response data set. However, without certain information and a numbers of observations, one cannot reliably even ascertain the extent to which comparisons are possible.⁴¹

Ultimately the result of the above factors – primarily the relative dearth of data points – resulted in a situation where CCEA had to rely less on “mechanical” methods and instead rely more on a combination of quantitative and qualitative analysis.

³⁸ Readers who have specific questions, or would like any additional information on this topic, should contact CCEA directly.

³⁹ Assuming an approximately normal distribution among the populations’ members, the lack of bias in the sampling method employed, and other various technical details.

⁴⁰ Understood here to refer to situations in which the data does not have to be “adjusted” or “manipulated” in order to account for intrinsic differences.

⁴¹ Such as the presence (or absence) of heteroskedasticity, the influence of univariate autoregressive factors, etc.

Comparison Approach

For many of the MAC Data tables, where the number of variables (sub-groups) within each data set is low, and even when it is not just a few elements, in order to conduct an analysis, the team examined and interpreted different data characteristics. Specifically, once the data sets had been established, CCEA examined the following four (4) data-set attributes:

- (1) The mean (or average);
- (2) The variance – a measure of how far apart specific observations within a data set are, on average, from the sample’s mean;⁴²
- (3) The slope of the linear trend-line (the sign indicates the trend’s general direction (positive or negative))
- (4) The magnitude of the linear coefficient, which provides an indication as to how “strong” the trend is.

Some tables with only two or three years of ACS data may not include this trend summary, because averaging two observations does not constitute a trend. These basic comparative measures may be supplemented by additional measures going forward, a development which this MAC platform makes possible.

IV. Literature Review

This section provides overviews of previous work done by a select number of researchers in the field of Early Childhood Care and Education (ECCE) – focusing briefly on the principal trends and concerns from each – as well as providing a précis of CCEA’s research regarding the community affiliation literature.

ECCE Research

We note several research programs within Connecticut, as local background. Subsequently we describe studies and reports about each of the data categories developed for MAC.

Research into education outcomes has been given extensive treatment since at least the 1960’s, responding initially to the *Civil Rights Act of 1964*, to assess and redress the unequal education provided in many schools and communities.⁴³ Since this inception period, much research and writing has described young children’s struggles within our American education system. Across the country, highly structured educational trials were initiated to test specific differences between (1) a control group (classroom experience as already present in the community under study), and (2) the model or test groups (on whom specific interventions or value-added processes were taught as the norm). In these longitudinal studies, evaluations for both the control and model groups were updated over time to track

⁴² The other metric that is commonly used to assess how far an observation differs from the sample’s mean is standard deviation. However, since standard deviation is a monotonic transformation variance (specifically, standard deviation equals the square root of variance), in most cases the two metrics provide similar information.

⁴³ <http://www.justice.gov/crt/about/cor/coord/titlevi.php> and <http://www.justice.gov/crt/about/cor/byagency/edcrrafinal.pdf>.

participants' success and education retention. The specific overviews we recommend are by Barnett, Karoly and Currie, prepared between 1995 and 2001. CCEA did not find more recent broad-brush overview articles or longitudinal studies.

Barnett (1995) analyzes and contrasts "model" programs with pre-school programs that extend existing early school offerings to a larger number of children.⁴⁴ Barnett finds significant evidence that – in comparison to their peers – "model students" will demonstrate improved IQ scores through the 3rd grade, and that more of those individuals will graduate High School than their peers. Additionally, Barnett finds that model students are more likely to move consistently with their class than fall behind.

Barnett also suggests that the Perry Preschool program and the Abecedarian models were established and maintained with sufficient rigor to have confidence in their research conclusions that the IQ-gains from the control group's additional attention had mostly faded by age 8. (Masse & Barnett (2002); Schweinhart & Weikart (1988)) However, there were education gains in the long term: (a) at age 19, 67% of the Perry children had graduated from high school while only 45% of the non-Perry control group had done so; and (b) twice as many in the program group graduated from college as those in the control group.

Karoly and a team from the RAND Corporation in 1998 analyzed into several tables a set of "deliverables" from both model and center-based ECCE. They concluded that strongly coordinated intervention programs are capable of transmitting specific achievements to participating children and their parents, in both education achievement and emotional stability. Karoly *et al* caution that scaling a small group exercise into a larger program has the potential of losing its intended benefits. Other concerns are that intervention programs are still in a development phase, that is, they did not find confirmation of "proof positive" results that follow directly from a control group / model group project.

In a review of Head Start, Currie (2001) presents an extensive review of center-based ECCE programs which prepare low-income pre-school children for school readiness. Although Currie concluded that public ECCE program may produce fewer successes, she strongly recommends developing criteria for "quality" interventions (p. 225). Currie's Table 3 presents a cost/benefit structure, based on the Head Start program, and suggests that even a Head Start-like program that only achieves 25% of the success of a Perry Project program will still offset 40 to 60% of the costs to run such programs, with returns in reduced enrollment in special education and improved number of high school graduates.

At the state level, CCEA's research did not uncover any published reports of locally developed longitudinal studies on early child care. *Connecticut Voices for Children* – a strong advocate for better care for disadvantaged children – prepares frequent updates and analysis from publicly available data.⁴⁵ Similarly, Yale University's School of Medicine, has continued several long-term enrichment programs: (1) Yale's School Development Program⁴⁶, which promotes their program's ability to improve outcomes for at-risk, low-income children in social-interactive, psycho-emotional, ethical, cognitive, linguistic and

⁴⁴ Currently, Mansfield's schools are an example of the latter.

⁴⁵ <http://ctkidslink.org>.

⁴⁶ <http://childstudycenter.yale.edu/comer/index.aspx>

physical characteristics; and their (2) Infancy and Early Childhood Studies program⁴⁷ which studies, among other concerns, the influence of parents' drug exposure on children and the effect of economic adversity on educational outcomes. Additionally, Yale University has taken its findings into the state of Arkansas, where it has developed a broad school program to test its recommendations, named The School of the 21st Century (21C).⁴⁸ Interestingly enough, at an April 2005 conference held at MIT⁴⁹, efforts in Connecticut to improve early childhood outcomes were reported as being "way ahead" of efforts in Massachusetts.

Community Affiliation Research

The eighteenth-century British writer Samuel Johnson noted that, "*The people* is a very heterogeneous and confused mass of the wealthy and the poor, the wise and the foolish, the good and the bad."⁵⁰ And, to the continuing annoyance of economists, corporate marketing departments, and insurance agencies, little has changed in the subsequent three hundred years, particularly when it comes to qualitative value judgments, such what factors contribute the most to an individual's general "satisfaction" with an item, environment, or experience. Despite the difficulties involved, the goal of understanding exactly what items – which characteristics – impact individuals' evaluations remains a laudable mission for social scientists.⁵¹

Characterizing the factors that contribute to households' satisfaction with their community has been the focus of formal social-scientific investigation from the late nineteen-sixties, and certainly the fodder for casual analysis and discussions far before that. As Theodori (2001) comments, "An extensive literature has investigated satisfaction and attachment at the neighborhood and community levels of analysis." However, "such studies have suffered from confusion concerning levels of analysis, have provided few definitive findings on the most important predictors of satisfaction and attachment, and have produced little information on the implications of varying levels of community satisfaction and/or attachment for individual- and community-level issues." (pp 618)

While "definitive findings" remain elusive, researchers have shown that certain factors are statistically related to community satisfaction survey results.⁵² For instance, Potter & Cantarero (2006) find evidence that income levels (which are taken to be a proxy of overall wealth) are important, particularly as the residents' tenures increase. Brower (2003) and Mesch & Manor (1998) find that the level of satisfaction residents have with their community (or neighborhood) varies directly with how connected households feel. And numerous researchers have found positive correlations between length-of-residency and households' reported level of satisfaction.⁵³

⁴⁷ <http://childstudycenter.yale.edu/research/infancy.aspx>

⁴⁸ <http://www.yale.edu/21c/index2.html>

⁴⁹ <http://web.mit.edu/workplacecenter/docs/Full%20Report.pdf>

⁵⁰ Johnson, Samuel (1774, pub. 1913). *The Works of Samuel Johnson*, Pafraets & Co., Troy, NY; v.14, p.81.

⁵¹ See Putnam (2001) for a general treatment of these issues.

⁵² Hur and Morrow-Jones (2008) categorize the influencing factors into four primary categories: *Tenure*, *Perceptions*, *Social*, and *Demographic* (which includes "income").

⁵³ Bolan (1997), David & Fine-David (1981), Gaister & Hesser (1981), McHugh et al (1990)

In other words, scholars have confirmed what many practitioners and lay-audiences have long presupposed. However, determining relationships between sets of data is only the beginning. The two subsequent challenges are to conceive and design specific projects to address a particular need or needs, and then to implement those “chalk-board” plans in a real-world environment. CCEA will provide assistance with these items during Phase II.

V. Conclusions

Phase I of the MAC-CCEA engagement primarily involved gathering and analyzing data. Phase II will focus on the dual goals of:

- (1) Working with the Town’s leadership to establish the processes, procedures, and systems required to maintain and augment that information; and
- (2) Assisting with outreach initiatives aimed at effectively and efficiently communicating with Mansfield’s constituency.

Based on CCEA’s work during Phase I, the team finds sufficient evidence to advocate the importance of all three General Recommendations. However, for the success of MAC’s efforts, General Recommendations #1 – coordinating focused, and consistent communications – and General Recommendation #3 – investing in the Town’s data infrastructure – are certainly the most crucial in the near-term.

As previously noted, General Recommendation #3 is primarily a topic for the Town’s leadership. However, General Recommendation #1 is the one to which the MAC Executive Committee should dedicate the majority of its attention. Specifically, the Executive Committee should work to orchestrate the priorities from the Health, Learners, and Community Connectedness committees to ensure that the trade-off decisions that are quite often required when formulating and subsequently presenting “clear, consistent, targeted messaging strategies” are made.

Trade-off decisions are frequently challenging, especially when there are so many important, worthwhile objectives. However, making such decisions is a necessary condition for success and certainly where non-profit objectives work from limited resources. In determining which of MAC’s short-term goals and long-range objectives to pursue, CCEA suggests the Executive Committee utilize a decision framework like the “filter approach” described at Table 1 and Figure 1. However, regardless of the process, procedure, or schema chosen, the critical point is that the Town’s leadership and the MAC Executive Committee focus on whatever steps are necessary to *turn the curve*.

VI. Appendices

Appendix 1 – References
Appendix 2 – Actionable Data Indices
Appendix 3 – Graustein Discovery Indicators
Appendix 4 – MAC Data Matrix
Appendix 5 – Analysis of Survey Data
Appendix 6 – Data Matrix Background
Appendix 7 – Method for Communication with Different Groups
Appendix 8 – Survey Question 3 Responses

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Appendix 2 – Actionable Data Indices

Based on the comparison approach employed during this engagement,⁵⁴ the below tables identify the attributes of those metrics on which MAC could and should focus going forward. Additionally, CCEA also notes the following four data points that had specific bearing, whether positive and negative, on the Recommendations presented in this report:

- Data Metric 1.2 : Pre-Natal Care, non-adequate;
- Data Metric 2.1 : Four Physical fitness tests passed in Fourth Grade;
- Data Metric 3.A-3: “Unmet needs” survey;
- Data Metric 3.B-3: % K-ready in SDE K-inventory.

Metric	Metric Name	Data Variables & Year Range	Observed Trend	Preferred Trend	Data metric for	Actionable ?
0.1	Births to Mansfield Residents	# babies born, 1998-2009, DPH	Dn	Up	Y	N
0.2	Population up to Age 9	Age Cohorts, 2000 – 2010; Census, DPH, SDE	Up	Up	Y	S__
0.6	Educational Attainment, 18 +	2000 SF-3; 2010 ACS; young people without H.S. diploma or GED	Up	Dn	Y	S__
0.9	Race/Ethnicity [Diversity]	2000 SF-1; 2009 ACS; 2010 SF-1	Up	Up	Y	N
1.1	Births to Teen-Age Mothers	1998-2009 (12 yrs), Mothers <20 yrs	Flat	Dn	Y	D__
1.2	Pre-Natal Care, Non Adequate	1998-2009,(12 yrs) Mothers w/o preNatal	Flat	Dn	Y	D__
1.3	Low birth Weight	1998-2009 (12 yrs), Mansfield & White	Up	Dn	Y	N
2.1	Four Physical Fitness in 4 th gr.	2001 – 2009, three schools	Up	Up	Y	D__
2.2	Children <19 in HUSKY health	2008 – 2011, Total to 19 yrs, Husky A & B	Up	Dn	Y	D__
2.3	People without Health Ins.	2010 ACS (first year Census reported)	Insuf.	Dn	Y	N
2.5	Children reported w/ asthma	2006 – 2008, M, F; preK/K, Gr6/7, Gr10/11	Up in K	Dn	Y	N
3.A-1	Early childhood care centers	Center care quality – recommend develop	Insuf.	=	Y	S__
3.A-2	Children receiving ECE financial support	Day care slots for needy families; recommend develop.	Insuf.	Suf.	Y	S__
3.A-3	“Unmet needs” survey	Every child in a slot – incomplete data	Insuf.	Suf.	Y	Y
3.B-1a	Children entering K with preK	2006 – 2008, SDE - Mansfield only	Up	Up	N	N
3.B-1b	% Kindergarten with preK	2001-2009, three schools	UP	Up	Y	S__
3.B-2	MAC K-intake proficiency	MAC with MBoE’s blessing; under dev.	Insuf.	Up	Y	S__
3.B-3	% K-ready in SDE K-inventory	SDE 2008 – 2010, three schools, 3 levels for 6 measures (inconsistent scores)	Insuf.	Up	Y	S__
3.B-4	B-3 Evaluated and Eligible	2000 – 2007 with Eligible for Mansfield	Flat	Dn	Y	N
3.B-5	Special Education in K-Gr3	2001 – 2009, three schools, K-3 as one var.	Flat	Dn	Y	N
3.C-1a	Children in poverty, by age	2000-Census; 2009,2010-ACS, multi-level	UP	Dn	Y	N
3.C-1b	Children in poverty, by FPL	2000-Census; 2009,2010-ACS, multi-level	Up	Dn	Y	N

⁵⁴ See the *Concordance Report*, Methodology Section, for additional information.

Metric	Metric Name	Data Variables & Year Range	Observed Trend	Preferred Trend	Data metric for	Actionable ?
3.C-2	Children with FRPM	2001-2009 SDE, three schools, K-3 together	UP, Flat, Flat	Dn	Y	N
3.C-3	# Children in poverty by HH type	2000-SF-3; 2009,2010-ACS, 3 non-contiguous years	Insuf.	Dn	Y	N
3.C-4	# Households in Poverty, w Children, esp. ♀ headed HH	2000-SF-3, s; 2009,2010-ACS, w/ 4 components	♀ - UP	Dn	Y	N
3.C-5	Poverty by education attainment	2007 – 2010 ACS, adults older than 25yrs (not by parents w/ or w/o children)	B.A.=UP	B.A.-Up	Y	D__
3.D-1	% k-Gr3, ELL	2001-2009 SDE, three schools, 4 grades	Flat; Flat, Dn	Dn	Y	D__
3.D-2	Language Spoken at Home	2000, Sf-1; ACS 2006, 2008 3-yr (Town)	Insuf.	Dn	Y	S__
3.E-1	Occupancy by Owner/Renter	2000-Sf-1; 2009-ACS, much variation	?	=	Y	N
3.E-2	Residence a year ago	2009, 2010 ACS	?	=	Y	N
3.E-3	Year moved into residence	2009, 2010 ACS	?	=	Y	N
4.A	CMT test scores	2006 – 2011, Mansfield & three schools	Mixed	Up	Y	N
4.6	Children not promoted	2000-2006; not findable for recent years	Flat	Dn	N	N
5.A-1	% voting in local elections	2007, 2009, 2011 local %s in 3 districts	Dn	Up	Y	Y
5.B-2	Travel to Work, by vehicles	2000 SF-3, 2009, 2010 ACS	Insuf.	=	Y	N
5.B-3	Travel to Work by income	2009, 2010 ACS	Insuf.	=	Y	N
5.B-4	Residents work by income	2002-2010 Census OnTheMap	Incompl.	=	Y	N
5.B-5	Residents' distance to work	2002-2010 Census OnTheMap	Insuf.	=	Y	N

Appendix 3 – Graustein Discovery Indicators

Assessment of Early Childhood Indicators Identified by Discovery Planning Communities

Early Childhood Health and Development

- *% moms with late or non-adequate prenatal care
- % receiving timely immunizations
- % with asthma or other chronic diseases
- *% with well-child visits (proxy)
- *% low-birth weight and ~~pre-term~~ births
- % of need met for quality 0-3 child care slots (local only)
- % of children with a medical/dental home (local only)
- % with dental caries (tooth decay) (from Head Start, proxy; local data)
- % uninsured children under age 9 (local only)
- % obese/BMI (local only)
- % with adequate nutrition (local only)
- *% passing 4th grade physical fitness exam
- *% referred to and served by Birth to 3 program (proxy)
- % referred to and served by Pre-school Special Education (proxy; local only?)
- % in Pre-school Special Ed previously undiagnosed (proxy; local only?)
- % k-3 in Special Education (proxy; local only?)
- % k-3 in Special Education previously undiagnosed (proxy; local only?)
- % with developmental screening at appropriate intervals with standard tool (local only)
- % with lead, vision, hearing screening (local only)
- % parents who see themselves as partners with their child's health providers (local only)

Assessment of Early Childhood Indicators
Identified by Discovery Planning Communities

Early Childhood Health and Development

- *% moms with late or non-adequate prenatal care
- % receiving timely immunizations
- % with asthma or other chronic diseases
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- % with dental caries (tooth decay) (from Head Start, proxy; local data)
- % uninsured children under age 9 (local only)
- % obese/BMI (local only)
- % with adequate nutrition (local only)
- *% passing 4th grade physical fitness exam
- *% referred to and served by Birth to 3 program (proxy)
- % referred to and served by Pre-school Special Education (proxy; local only?)
- % in Pre-school Special Ed previously undiagnosed (proxy; local only?)
- % k-3 in Special Education (proxy; local only?)
- % k-3 in Special Education previously undiagnosed (proxy; local only?)
- % with developmental screening at appropriate intervals with standard tool (local only)
- % with lead, vision, hearing screening (local only)
- % parents who see themselves as partners with their child's health providers (local only)

* = useful indicator available for all communities

Engaged Communities and Strong Families

*% births to mothers without a high school degree

*% single-parent families

*% births to teen moms

% of children with a caring adult in their lives (local only)

*Child/family poverty rate (or *% eligible for FRPM)

% of children being read to by an adult at least once each day (local only)

% children with incarcerated parent (local only)

% families reporting feeling connected to the community (local only)

of out-of-school enrichment opportunities available (proxy; local only)

% parents reporting that their children's health, emotional, and educational needs are met (local only)

Degree of parent engagement and leadership (local only)

away *See*

Key:
M-Elem-school-kids
M-Elem-school-kids
M-HHs/Families-kids
M-HHs/Families_all

Where:
Town of Mansfield's three (3) Elementary schools
Who:
(2a) Children in those three schools, the MBoE district
(2b) Families & Households-with Children in those schools
(2c) Families & Households within Town of Mansfield

Children by Age Groupings: <3, 3-5, 6-8, & 9-13
Birth cohorts will not be comparable

Key:
2010 Survey
Ct DPH
Ct SDE
MBoE
M-VoterReg
Census
McLaughlin
Unmet Needs - MAC

DATA SOURCES:
MAC 2010 Community Survey reports - a wide variety
Connecticut Department of Public Health annual birth stats
Connecticut State Department of Education
Mansfield Board of Education
Mansfield Registrar of Voters
U.S. Census Bureau: Census + ACS
McLaughlin Evaluation of Referred Children
Unmet Needs Report to SDE by Town of Mansfield

STRATEGIES

#1: Health Services (H) #1: Improve Information about & access to medica, dental & mental Health services in Children 0-8 and their families
#2: Wellness Advocacy (H) #2: Promote wellness & prevent illness in children 0-8 and their families
#3: Quality Schools (L) #3: Identify and meet the demand for quality infant, toddler, and preschool slots
#4: Improve Litteracy (L) #4: Raise and improve literacy skills in the community
#5: Baseline Connectedness (CC) #5: Develop a baseline understanding of and measurement of community Connectedness in Mansfield .
#6: Community communications(CC) #6: Improve communications with mansfield families with young children to raise awareness abut community resources for families with young children.
#7: Improve Transportation (CC) #7: Improve transportation options to make key community locations accessible.

COMMUNITY

Survey % of children being read to (Proxy: being read to) *Engaged Communities* : % of children being read to
Survey % Families reporting feeling connected to the community *Engaged Communities*: % Families reporting feeling connected to the community
Survey % of families engaged in out-of-school enrichment activities *Engaged Communities*: % of out-of-school enrichment opportunities available
Survey % Parents who like to live in Mansfield
Survey How Mansfield residents with children get their information
M-VoterReg % Mansfield residents who vote on local issues (added by KevinG) Do Voting districts approx. Elem Schools
Census POPULATION UNDER 18 YEARS BY AGE

AGES : 0 to 3 COMPONENTS

		METRIC:
	Ct DPH	# Births for Mansfield residents each year
	Ct DPH; Survey	Births to Teen-age Mothers
	Survey	Births to Mothers w/o a High School Degree
	Ct DPH	Births with LowBirthWeight & VeryLowBirthWeight
	Unmet Needs - MAC	% of need met for quality 0-3 child care slots
	McLaughlin	Referred to B-3 for evaluation
Adults in survey	Survey	Families with children 0-3 who are "Connected to Community"
Adults in survey	Survey	Families with children 0-3 who Like Living in Mansfield

Graustein Indicator:

Engaged Communities: Births to Teen Moms
Engaged Communities: Births to Mothers w/o High School D
Engaged Communities: Low birth Weight Births
EarlyChild Health : % of need met for quality 0-3 child care si

AGES : 3 to 5 COMPONENTS

		METRIC:
3-yr-old	McLaughlin	Enrollment for 3-yr-old in Special Education
3-yr-old	McLaughlin	Enrollment for 3-yr-old in Special Education
3 - 5 years	Survey + Census	Children living in Poverty
3 - 5 years	- FIND --	Children living in Poverty, eligible for FRPM
4-5-yr-old	MBoE	Children approved to receive pre-K financial support
5-yr-old	Ct SDE report	% ready on SDE K-Inventory
5-yr-old	MBoE/MAC	K-intake for entering K
5-yr-old	Survey	% with preschool experience
5-yr-old	Survey / MAC	% attending quality preschool
3 - 5 years	Survey	% with enriching experiences out of school
Adults in survey	Survey	Families with children 3-5 who are "Connected to Community"
Adults in survey	Survey	Families with children 3-5 who Like Living in Mansfield

EarlyChild Health : Referred to & served by Birth to 3 program
EarlyChild Health : # evaluated & # with IfSPs
 (Individualisted Family Service Plans)

Engaged Communities: Child/famil Poverty rate
Engaged Communities: % eligible for FRPM

Ready for K : % ready on SDE K-Inventory
Ready for K : % with preschool experience
Ready for K : % attending quality preschool
Ready for K : % with enriching experiences out of school

AGES : 6 to 8 COMPONENTS

		METRIC:
8 yrs	Ct SDE report	CMT for 3rd grade (8 yrs old) [Math, Reading, Writing]
9 yrs	Ct SDE report	CMT for 4th grade (9 yrs old), a MAC "graduate"
5 - 8 years	Ct SDE from MBoE	% k-3 in Special Education
5 - 8 years	Ct SDE from MBoE	% k-3 who are English Language Learners
9 years	MBoE	Body Mass Index (BMI) in 4th grade
HH's w/ single parent	Census	% Single-parent families
	Survey	Family Income brackets, for families with/w-o children
Poverty by Family Type	Census	Child/Family poverty rate
Adults in survey	Survey	Families with children 6-8 who are "Connected to Community"
Adults in survey	Survey	Families with children 6-8 who are "Connected to Community"

Early School Success : Meeting goal on 3rd grade CMT

Early School Success : ELL

EarlyChild Health : obese/BMI

or *EarlyChild Health :* % passing 4th grade physical fitness exam
EarlyChild Health: % Single-parent families

Appendix 5 – Analysis of Survey Data

During the Phase I engagement, CCEA produced a number of different reports describing and analyzing the survey response data. Copies of this information can be found in the *Concordance Report*.

Although not strictly necessary under CCEA's contract with Mansfield, the group conducted a number of regression analyses of the survey data to identify any particularly robust relationships, and also to evaluate the extent to which the survey data exhibited trends similar to those found in the related literature. The regression results – the statistics and ANOVA values – are presented below in Table 3.

In all but one situation, CCEA's analysis found the same relationships as those demonstrated by previous scholarship. Specifically, by running multiple regression analyses under various scenarios and including different combinations of variables, CCEA confirmed that:

- (a) The best predictor for overall satisfaction was the respondents' reported level of connection he/she felt with the community;
- (b) Household income is positively correlated with both overall satisfaction and connectedness;
- (c) As respondents ages increased so too did their satisfaction and level of connectedness.

The relationship between the number of years that a survey respondent resided in Mansfield and their level of overall satisfaction proved to be the one instance where Mansfield's survey data diverged from other studies. Usually, one associates increased tenure with higher satisfaction levels, *ceteris paribus*. In fact, the only time studies CCEA could find in which neighborhood tenure and satisfaction level were inversely related – as is Mansfield's situation – were in circumstances where respondents reported feeling "trapped" in an environment they would prefer to leave.⁵⁵ In the overwhelming majority of situations, financial (or economic) factors are cited as responsible for the inability to emigrate. However, Mansfield's respondents not only earned considerably more than even their peers.⁵⁶

Given the small absolute value of the regression coefficient, it is certainly possible that "noise" is to blame. However, given the number of observations used in the regression analysis, data errors are unlikely.⁵⁷ In short, the authors can provide neither a definitive nor even a speculative explanation without further study and additional data.

⁵⁵ For instance, the literature on urban neighborhood dynamics contains numerous references to, and explanations for, this inverse relationship.

⁵⁶ Census data provided the peer baseline for comparison purposes here.

⁵⁷ CCEA used a 95% confidence interval when running all of the regression analyses referred to herein.

Table 3

With Satisfaction as the dependant variable.						
SUMMARY OUTPUT						
<i>Regression Statistics</i>						
Multiple R	0.978336					
R Square	0.957141					
Adjusted R Square	0.951398					
Standard Error	1.216171					
Observations	209					
ANOVA						
	<i>df</i>	<i>SS</i>	<i>MS</i>	<i>F</i>	<i>Significance F</i>	
Regression	5	6738.269508	1347.653902	911.1488684	6.4757E-137	
Residual	204	301.7304916	1.479071037			
Total	209	7040				
	<i>Coefficients</i>	<i>Standard Error</i>	<i>t Stat</i>	<i>P-value</i>	<i>Lower 95%</i>	<i>Upper 95%</i>
Intercept	0	#N/A	#N/A	#N/A	#N/A	#N/A
Overall Connection	0.476774	0.060909	7.827702	0.000000	0.356683	0.596864
Yrs_living_in_Mans	-0.004672	0.006531	-0.715479	0.475131	-0.017548	0.008204
Q3_Satisfaction	0.041522	0.060564	0.685580	0.493756	-0.077890	0.160934
Q3_Importance	0.316546	0.062190	5.089957	0.000001	0.193928	0.439164
Age	0.024889	0.006157	4.042242	0.000075	0.012749	0.037030

With Overall Satisfaction as the dependent variable, the most significant independent variable was overall connectedness. In particular, the regression results show that a one-unit increase in the respondent's level of reported connectedness will result in a 0.47 increase in his/her general level of satisfaction with the Mansfield community.

Appendix 6 – Data Matrix Background

Having reviewed the full list of data indicators incorporated in the MAC Data Matrix, CCEA found that these indicators did not fall neatly into the seven MAC Goals (see page XX), but rather required another organizing pattern. Indicators in the Connecticut “Ready by 5, Fine by Nine” Investment Framework⁵⁸ are reviewed in categories of “disparities” which affect children’s learning: Poverty, Health, Safety, Early Care and Education, School Readiness, Reading, English Language Learners, and Facilities.

CCEA will use these same data categories, with a slightly different organization: **(1) Healthy Babies; (2) Wellness Advocacy; (3) Ready to Learn -- (3a) Pre-School Care; (3b) School Readiness, including Special Needs; (3c) Poverty and Income, (3d) English Language Learners, with Ethnic distribution; (4) Successful Learners - CMT test results; and (5) Community Connectedness**, a uniquely MAC addition. The MAC group had investigated “Safety” issues and instructed CCEA we did not need to report on these. The “Ready by 5, Fine by 9” presentation concluded the state has provided policies and procedures for updating Facilities, so another area CCEA did not research.

CCEA also contributes a **Demographic** data component, to portray the setting for Mansfield’s children’s early childhood experience.

CCEA also contributed another sub-sector in “Ready to Learn”, to portray the frequent moves for both young families and others in poverty, that became section **(3e) Housing and Residence Mobility**, an infrastructure component central to other poverty issues.

Demographics

Demographics provide the basic characteristics of an area’s population, the proportions of its citizens by age, race, education, and income, and to convey changes over the most recent years. For example, the number of births to Mansfield residents has been declining here as it has across the nation, from approximately 107 births per year near 2000 to 102 per year between 2005 and 2009.

Although elementary school enrollment is declining in Mansfield, for the 2008-09 school year Mansfield Board of Education (MBoE) reported an average of 129 students in first grade, while 110 were born six years earlier, an increase of approximately 15%, a general trend for Mansfield schools. A similar comparison is that the average number of births between 2006 and 2009 was 102, while the average number of children in each elementary school grade during those same years was 128.

Census tracks a specialized category, called Group Quarters (GQs), for people in institutionalized facilities (prisons and some nursing homes) and in non-institutionalized settings (the military and college housing). Most senior housing is not included in this category, except where residents are under advanced nursing or critical care.⁵⁹ Many or all Census reports for the town of Mansfield include the populations at the University of Connecticut dormitories and other university housing, plus the inmates

⁵⁸ http://www.sde.ct.gov/sde/lib/sde/PDF/DEPS/Early/Ready5_Fine9.pdf, p. sec3.11-sec3.13.

⁵⁹ http://www.census.gov/acs/www/Downloads/data_documentation/GroupDefinitions/2010GQ_Definitions.pdf

at Bergin correctional facility, until it closed in late 2010. In data reporting, CCEA has not differentiated Mansfield group quarters from its residential population, except for several indicators, where CCEA extracted UConn attendees, in order to profile the town more directly. Metric 0.3, single years of age up through 18 year old, shows the influx of UConn students into the town's population. Appendix D: Group Quarters calculations details where CCEA extracted GQs from the "whole" for emphasis.

Although educational attainment is quite high in Mansfield, with 43% of adults with a B.A. or advanced degrees in 2000 and 57% in 2010, after CCEA performed a "back of the envelope" calculation to remove GQ inhabitants, many children have less exposure to reading and learning than expected. The inverse of this, 57% without a college degree in 2000 and 45% in 2010, is lower than state or national averages, but is still an important facet for early childhood education in Mansfield.

In order to profile income proportions in Mansfield, CCEA considered Mansfield's university housed population as low-income, below \$25,000 and extracted their population from the balance of residents. Even then the 2010 ACS reports only 32% enjoy incomes above \$50,000, with 21% reporting between \$25k and \$50k, 27% (3,257 people) below \$25,000, and a full 22% not reporting income to the ACS in 2010. And this component is neither racially nor ethnically based, with approximately 80% self-reporting as white. Thus, it will not be surprising to find a high proportion of people, and of children, considered to be living in or near the subsistence line described as the Federal Poverty Level.

Since the "Ready to Learn" sector identified a number of data elements associated with poverty as it affects education (FRPMs, etc.), it became necessary to profile the recent economic down-turn of the state's economy within the Demographic section, and how this was felt in Mansfield. Data from the LED *OnTheMap* search tool reported the number of people who consider themselves part of the labor Force, the number of jobs in town and the proportion of those jobs held by Mansfield residents, to which we added the unemployment rates for the town, the Labor Market Areas (LMA) and the state.

Demographic Metric 0.10 is a profile of income, education and occupations, with GQs removed, to provide a brief sketch of Mansfield's economic situation.

Healthy Babies

Connecticut's Department of Public Health, through its Office of Vital Records⁶⁰, maintains a statewide registry of births, marriages, civil unions, deaths and fetal deaths, which occurred within the state or to state residents. Additionally, statistical tables are created each year to indicate upward or downward trends for each geographical segment that is collected: statewide, county, health district or town. More than half of each year's tables are provided only at the state-wide level, while presenting quite detailed data for causes of death and complications associated with birth and infant death. For the present study, fetal deaths and infant deaths are rarely reported for Mansfield in most years (Table 2A for each year while Tables 2B and 7 give the same data, by race/ethnicity). For example, a single fetal death is reported in 2007 and no infant deaths that year, and then neither kind in 2008 and 2009.

⁶⁰ <http://www.ct.gov/dph/cwp/view.asp?a=3132&q=394598>

DPH's Table 4 reports the three circumstances at birth that have sufficiently substantial data for us to consider: (a) low birth weight, (b) non-adequate pre-natal care, and (c) birth to a mother less than 20 years old. Our CCEA Literature Review found that, although these three conditions are assumed to restrict language learning, which is not always the case.

- A longitudinal study of younger mothers identified five (5) mothering behaviors and studied how these behaviors in young mothers compare with mothers who are at least 25 years old; this study recognized that it was difficult to separate economic circumstances from the affect of the mother's age.⁶¹
- A 2006 study published by Regina Cusson of UConn's School of Nursing identified situations where language is delayed, and the probabilities that preterm birth, usually associated with low birth weight, can slow achievement of functional language capability; Cusson concluded that although physical development can "catch up" by age two, language development may remain at a reduced level, but can be improved if specifically addressed.⁶²
- A long-going and broadly developed study concludes with the following statement, that speaks directly to our MAC project:

The single most potent factor influencing developmental outcome turns out to be the cultural environment of the child, as expressed in socioeconomic status and parental education level. . . . In all the studies there was a significant overlap between the outcomes for the preterm groups and the control groups. No single factor, either birth-weight alone or accompanying physical problems, clearly predicted a specific developmental outcome.⁶³

The CCEA research team also contacted DPH and asked if these three "Healthy Babies" factors might over-lap within the same families, but did not receive a reply.

Wellness Advocacy

The Connecticut State Board of Education (SDE) continues to affirm its commitment to aligning children's health with their education studies.⁶⁴ It has developed a program specifically targeted to align health with learning, its "Healthy and Balanced Living Curriculum Framework".⁶⁵ This framework assets the connection between good health and successful learning, and presents a wealth of tables and curricula to help schools develop their own programs. Another framework for helping students achieve

⁶¹ Whiteside-Mansell, Leanne et al (1996). "Patterns of behavior in young mothers", *Family Relations*, p 273-81.

⁶² Cusson, Regina. 2006. Factors influencing language development in preterm infants. *Journal of Obstetric, Gynecologic, & Neonatal Nursing*, 32, p402-09.

⁶³ Brady, Joanne P et al. 1994. Risk and Reality: the implications of prenatal exposures to alcohol and other drugs. The Education Development Center, U.S. Department of Health and Human Services.

⁶⁴ Connecticut State Board of Education. 2009. Position Statement on a Coordinated Approach to School Health http://www.sde.ct.gov/sde/LIB/sde/pdf/board/csh_position_statement.pdf

⁶⁵ <http://www.sde.ct.gov/sde/LIB/sde/PDF/deps/student/Healthy&BalancedLiving.pdf>

healthy behaviors is CDC's National Health Education Standards, for pre-kindergarten up through grade 12.⁶⁶

For the MAC Data Matrix, MAC leadership requested Body Mass Index (BMI) and reports from the 4th grade Physical Fitness tests (Matrix 2.1), or inversely, a goal would be to reduce the percentage of 4th graders who do not pass all four fitness tests. Other components of wellness are access to health insurance (2.2), the number of people without health insurance (2.3), diseases reported for the town (2.4) plus a specific request by MAC for Asthma data (2.5).

Body Mass Index: BMI is often reported as (a) within range and (b) the percentage who exceed the recommended BMI range. However, the State of Connecticut discontinued requiring the BMI Index in 2010, so very little data about this measure is known for Mansfield school-age children. To date, only the BMI Index for the year 2009 is available, since MAC published this in its 2009 "Mansfield's Plan for Children". When CCEA requested this data from both the Town IT director and from SDE's CEDaR research data program, we learned that the earlier data is no longer available.

% passing 4th Grade Physical Fitness tests in 4th grade: In April 2010, the Connecticut State Board of Education published a *Position Statement on Nutrition and Physical Activity* confirming their policy that "... children who eat well and are physically active learn better."⁶⁷ Connecticut initiated its commitment to physical fitness with Public Act 90-324, Section 4, intending to (1) operate as an accountability system to inform the public about education outcomes; and (2) to act as a catalyst for promoting school and district improvement,⁶⁸ as appropriate in grades 4, 6, 8 and 10, when the test is administered.

HUSKY Health: HUSKY A is Connecticut's Medicaid managed care program with statewide enrollment of over 345,000 children, parents, and pregnant women. Women who become pregnant can enroll, if they were not previously included within the HUSKY A safety-net. HUSKY B is Connecticut's Children's Health Insurance Program (CHIP), a separate managed care program of coverage for uninsured children under 19 years in families with income over 185% of the Federal Poverty Level (FPL).

Medical insurance: Lack of health insurance is considered a challenge for continuing high levels of educational focus. A quite early study tested lack of health insurance against respondents' "subjective health status" reports, and was able to report that clinically significant lower levels of subjective health was reported by [the uninsured] both the poor and non-poor.⁶⁹

Disease: The Eastern Highland Health District (EHHD), headquartered in Mansfield's Town Hall, publishes annual reports on infectious diseases, but the report does not indicate the age groups in which the condition occurred. Dr. Matthew Carter, State Epidemiologist, replied to our inquiry for age-

⁶⁶ <http://www.cdc.gov/healthyyouth/sher/standards/index.htm>

⁶⁷ http://www.sde.ct.gov/sde/LIB/sde/pdf/board/nutrition_phys_activity.pdf

⁶⁸ http://www.sde.ct.gov/sde/lib/sde/pdf/curriculum/phys_ed/fitness_guide/Fitness_Assessment_Test_Administrators_Manual.pdf (page 6).

⁶⁹ Franks, P. et al. 1993. Health insurance and subjective health status: data from the 1987 National Medical Expenditure Survey. *American Journal of Public Health*, 83, p. 1295-1299; <http://ajph.aphapublications.org/doi/abs/10.2105/AJPH.83.9.1295>.

specific data as follows: "In Connecticut, diseases are reported to both the state and local health department. From your e-mail, it appears that you have already received the reportable disease data that you need from the local health department. We [CtDPH] provide aggregate summary data by county, not by town or age group, for all of the reportable communicable diseases on the DPH website."⁷⁰

Asthma: Asthma is a concern for school-age children, and is monitored by Connecticut's State Department of Education. The 2010 Connecticut School-based Asthma Surveillance Report summaries that the majority of asthma cases reported from both public and private schools are reported as mild asthma. In general, the percentage of students with exercise induced asthma increased as grade increased, and the percentage of students with moderate asthma decreased as grade increased. From a brief review of the literature, CCEA is convinced that recommendation on this topic should originate from a medical practitioner.

Ready to Learn

In this section, we explore the components of a child's early life that provide a beneficial foundation for its educational experience or which interfere with a child's best functioning, using these categories as our structure: (3a) *Pre-School Care*; (3b) *School Readiness, including Special Needs*; (3c) *Poverty and Income*, (3d) *English Language Learners, with Ethnic distribution*, and (3e) *Housing and Mobility*.

The U.S. Department of Education's Early Childhood Longitudinal Study (ECLS)⁷¹ which sent trained evaluators into 940 schools to conduct standardized one-on-one assessments with approximately 19,000 children entering kindergarten in the fall of 1998, identified several important risk factors for difficulties in the early years of school: (a) poverty, (b) low levels of parental education (i.e., less than a high school diploma), (c) single-parent households, and (d) a primary home language other than English. Although each single factor is important, when more than one of these factors co-exist in a child's household, that child can be considered "at risk". Thus, the Connecticut State Department of Education, in developing its Early Child Education program, identifies "at risk" communities as those where two or more of these factors touch at least 20 percent of young children.⁷²

For Mansfield, which of these four characteristics are at or near the "20%" risk threshold?

- (1) Census data shows a very strong, significantly above 20% of its children living in poverty according to the 2010 American Community Survey, confirming this first "at risk" factor for education as being strongly present in Mansfield.
- (2) Low levels of parental education are reported in the Education Attainment section of the Demographics component below. Although Census Bureau reports in 2000 showed all 18-24 year old women as High School graduates, in 2010 ACS reported 139 women between 18 and 24

⁷⁰ Email from Matthew Carter, January 26, 2012.

⁷¹ U.S. Department of Education, National Center for Education Statistics. 2001. *Entering Kindergarten: A Portrait of American Children When They Begin School: Findings from The Condition of Education 2000*, Nicholas Zill and Jerry West, NCES 2001-035, Washington, DC: U.S. Government Printing Office. (<http://nces.ed.gov/pubsearch/pubsinfo.asp?pubid=2001035>; <http://tools.nccor.org/css/system/41/>)

⁷² http://www.sde.ct.gov/sde/lib/sde/PDF/DEPS/Early/Ready5_Fine9.

years old who have not graduated high school nor completed their GED. Approximately 10% of young men do not complete high school, so although CCEA does not have access to specific data on the approximately 14 births each year to under-20-year-old women, this “at risk” factor could be operating in Mansfield.

- (3) Children living in a household with a single parent, especially a woman head of household
 - a. For the number of *children* living in a household headed by a single woman, ACS in 2010 reports 11.8% of the children age birth to 17 live in a single-woman headed household, a sharp increase from the 1.8% in 2000. So although not the “required” 20% living without the benefit of two parents, this indicator could be a concern for the Mansfield community.⁷³
 - b. When Census counts *households* living below the Federal Poverty Level, even in 2010, women-householder families amount to only 4% of families with children.⁷⁴
- (4) Fourth, there are very few households in Mansfield where another language other than English is spoken routinely, and even in those, MAC’s “community conversations” events have learned that few of these children experience difficulty in school, due to parents’ support of education. However, in 2010 just under a thousand people reported they speak English “less than well”.⁷⁵

Thus, (1) the Town of Mansfield has strong support for its 2010 “over-the-top” 48% of children living in poverty as an “at risk” factor. (2) There is a strong likelihood that in 2010, and since, that a higher proportion of parents lack a High School education than in 2000. (3) With 12% of children living in a single-parent household, although half the 20% threshold for a third “at risk” factor, this proportion has grown strongly in the most recent decade.

In organizing sections in the “Ready to Learn” chapter, although poverty is such a strong indicator within Mansfield but is essentially non-actionable by MAC, CCEA chose to describe other components before presenting poverty and then ELL and Housing data sets.

Pre-School Care

This time in a child’s life, ages 3, 4 and 5, just before they begin Kindergarten, can be full of both challenging and exciting learning experiences. It is also difficult to measure and/or evaluate programs to determine where “quality” occurs in local pre-school programs. This is the age group covered by Connecticut’s “Early Childhood Education” initiative,⁷⁶ designed and intending to help preschool-age children acquire proficiency according to children’s natural curiosity, leading them into a position of confidence when they begin kindergarten.

State-level resources: Connecticut’s State Department of Education has developed a framework that not only outlines its willingness to reach out to struggling children and families, but also describes their

⁷³ See the *Concordance Report*, Metric #.C-3: # / % children living in poverty, by family type.

⁷⁴ See the *Concordance Report*, Metric #.C-4: # / % families below FPL, with children <18 years.

⁷⁵ See the *Concordance Report*, Metric 3.D-2, Language spoken at home.

⁷⁶ <http://www.sde.ct.gov/sde/cwp/view.asp?a=2678&Q=320780>

recommended “interventions” to demonstrate both good-will and the best educational practice available today for children and teachers, with assessment tools at many levels.

Early childhood SRBI (Scientific Research-Based Interventions) offers a system to determine whether the current curriculum and instruction is effective by examining data about which children are making appropriate progress toward learning goals. It also provides a system for determining who is not making progress and might need additional support.⁷⁷

In addition to the Manual itself, there is a two-sided pamphlet which distills quite carefully how important it is for the whole family to help each child take advantage of all education opportunities.⁷⁸

The State of Connecticut’s “look-up” website for locating licensed businesses, such as child care centers, allows searches by city name or zip code: <https://www.elicense.ct.gov/Lookup/LicenseLookup.aspx>. The “pull down” menu includes the following topic choices: Child Day Care – Centers & Group Homes; Child Day Care – Family Homes, and Child Day Care – Substitute, Assistant & Consultant.

Town of Mansfield resources: MAC prepares a “Directory of Licensed Early Care and Education, Home Care and Before and After School Programs”,⁷⁹ which is posted on their website and updated at least every year. Several other parent-support publications are available as well, including a Family Resource guide.^{80,81} Discussions with MAC leadership has confirmed the existence of unlicensed child care and “Kith n Kin” networks.

School Readiness (including Special Needs)

Ready for Kindergarten: The Connecticut State Department of Education’s Fall Kindergarten Entrance Inventory⁸² was designed to provide a statewide snapshot of the skills students demonstrate, based on teachers’ observations at the beginning [October] of the kindergarten year. This instrument requires the teacher to assess each student in their class into one of three performance levels -- Emerging, Inconsistent or Consistent -- for six evaluation areas. These skills and behaviors are defined by specific indicators in six skill domains: Language; Literacy; Numeracy; Physical/Motor; Creative/Aesthetic; and Personal/Social. The content of the inventory was selected to represent the most important skills to improve students’ confidence at the beginning of kindergarten. The indicators were developed from the Preschool Curriculum Framework and the Connecticut Curriculum Framework.⁸³

Comments from the Mansfield Advocates for Children (MAC) indicate that there was little to no training for this Inventory “score-card”, and they found it to be flawed in their estimation. However, it is one

⁷⁷ Early childhood SRBI Embedded Strategies Manual:

http://www.sde.ct.gov/sde/lib/sde/PDF/DEPS/Early/EarlyChildhood_SRBI_Manual.pdf

⁷⁸ http://www.sde.ct.gov/sde/lib/sde/PDF/DEPS/Early/ec_srbi_pamphlet.pdf

⁷⁹ <http://www.mansfieldct.gov/content/1914/2578/4224/4247.aspx>

⁸⁰ <http://www.mansfieldct.gov/content/1914/2578/4224/default.aspx>

⁸¹ http://www.mansfieldct.gov/filestorage/1904/3560/2010_MFRG.pdf

⁸² <http://www.csde.state.ct.us/public/cedar/assessment/kindergarten/fall.htm>

⁸³ http://sdeportal.ct.gov/Cedar/WEB/ct_report/KindergartenInventoryDTVviewer.aspx

available data tool in a time frame that has few current measures. With only three years of data in each of the six evaluation content areas, providing a statistical review is not yet meaningful.

Also in relation to other available data, none of the age cohorts who passed through this SDE Kindergarten-Ready evaluation have yet reached the Grade 3 Connecticut Mastery Testing (CMT). It is likely that children taking the 3rd Grade CMT in March 2012 were the age cohort in the 2008-09 Inventory evaluation.

In addition to guidelines for learning deficiencies or lags (see Special Education below), the State of Connecticut has funded programs and administers federal funds to help families, to assist them apply for and understand available programs. Primarily, Connecticut assures fiscal support for high quality preschool for *all* 3- and 4-year-olds in families living at or below 185 percent of the Federal Poverty Level. The programs within Mansfield are these:

School Readiness: SDE Financial support for children living below a standard for Poverty: (a) family income below 1.85% of Federal Poverty, or (b) family income at or below 75% of the State Median Income.

Care 4 Kids: DSS licensed and supported, only at Mansfield Discovery Depot; requires financial income test.⁸⁴

Special Education in Mansfield: Federal and state law require each incorporated town or city to provide special education and related services. These policies ensure that young children with disabilities can obtain an appropriate and free public education according to their individual needs. Early childhood special education, defined by the federal law known as the Individuals with Disabilities Education Act (IDEA), is designed for 3-, 4- and 5-year-old children with disabilities who require special education. In Connecticut, special education and related services are available to eligible children by age 3 and are provided by local and regional school districts.⁸⁵

Early Childhood Assistance Program: *Special Education in Mansfield Public Schools:* Offered only in Mansfield's own Elementary Schools, in special areas created for this purpose. *Special Education in Private Schools:* Some area private schools provide supportive environments for slow learners, though these can be expensive placements.

Model Students: Mansfield, like some other communities, has added this "Model Students" component, so that Special Education students are in a learning environment with regular students, another recommendation from SDE.

To an outsider who does not have children; when Mansfield lists in its Directory the special education offering, "Early Childhood Assistance Program", within an alphabetized list of commercial child care providers, it appears unhelpful, or even "hidden from sight", for a distracted or harried parent trying to

⁸⁴ Head Start and Early Start are not offered in the Town of Mansfield, due to the relatively lower number of target population (low income households with children).

⁸⁵ <http://www.sde.ct.gov/sde/cwp/view.asp?a=2626&q=320750>

locate information for their developmentally-challenged child, although the Director of Special Education is listed quite prominently on the Mansfield Board of Education website.

Poverty and Income

Poverty: The number of individuals in “poverty” is the essential, central indicator for difficulty with education.⁸⁶ The Town of Mansfield is a “competitive” town within Connecticut’s School Readiness program⁸⁷ that distributes funds to support day care for children from low-income families. Data about poverty (mostly found in Census surveys) comes from several measures of low-income and poverty-related indicators, which are almost universally held to slow school achievement for children in low-income families.⁸⁸

Households Headed by Single Parent (especially a single woman): CCEA presents both (1) the number of children living in poverty, within different kinds of households, to show the proportion of children in single-parent households, and also (2) the number of households headed by a single parent, in poverty and above poverty.

English Language Learners and Language spoken at home: Children in racial and ethnic communities that are a minority in respect to a larger majority may be challenged or stymied in their learning. Almost 1,000 people are estimated to speak English “less than well”, within Mansfield’s total population, according to the 2008 American Community Survey.⁸⁹

Housing and Residence Mobility

Occupancy: Renting rather than owning a home is often an indicator for low income; data for Mansfield residents do not show a disproportionate number of renters in town: 32% rentals in 2009 ACS vs. 38% rentals in 2000, which number does include university students living within town.⁹⁰

Mobility and Occupancy: American Community Survey data does show that if you are a young person who rents your housing, there is a 50% chance that you moved within the past year (3.e-2) and an

⁸⁶ For additional information, see: “Longitudinal ECCE Research and reports, national and Connecticut” at the beginning of the Literature Review Section in this Report.

⁸⁷ <http://www.sde.ct.gov/sde/lib/sde/PDF/DEPS/Readiness/sroverview.pdf>

⁸⁸ Barnett, op.cit, p. 25; Currie, op.cit, p. 213; Haveman, Robert and Barbara Wolfe. 1995. The determinants of children’s attainments: a review of methods and findings. *Journal of Economic Literature* 33, p. 1864; Mayer, Susan. 1997. *What money can’t buy: the effect of parental income on children’s outcomes*. Harvard University Press, Cambridge, MA.

⁸⁹ Hyun’s book, *Making Sense of Developmentally and Culturally Appropriate Practice (DCAP) in Early Childhood Education*, discusses issues and has received public endorsement for his proposals for teaching diversified classes successfully. (Hyun, Eunsook. 1998. *Making Sense of Developmentally and Culturally Appropriate Practice (DCAP) in Early Childhood Education. Rethinking Childhood*, v. 6, New York.)

⁹⁰ There are 149 Section 8 vouchers administered by the Town of Mansfield Housing Authority. The Housing Authority’s website identifies Holinko Estates and Wright’s Village as properties where HUD vouchers are active. The Hartford HUD office offered the information that Mansfield Housing has not had a vacancy opening for a number of years, indicating that the number of Section 8 vouchers has remained a stable number.

almost 100% probability that you have moved within the past five years (Metric 3.e-3), making a high likelihood that children living in rentals moved at least once during their early life.

Successful Learners: Reading

Gary Holder-Winfield, state representative from New Haven recently captured the importance of reading for the rest of a child’s life: “Learning up to grade 3 is learning to read; education after grade 3 is reading to learn.” This is the goal for all Mansfield children, to be proficient in reading to be able to continue to learn throughout the rest of their lives. CCEA collected both 3rd and 4th grade CMT percentages, for Writing and Mathematics as well as Reading, since all three are active components for us as adults.

The 2011 governor-appointed Commission on Educational Achievement disclosed that, based on Connecticut’s own assessments, their Connecticut Mastery Test (CMT) and Connecticut Academic Performance Test (CAPT), low-income students score only half as well as their non-low-income peers.⁹¹ These gaps appear as early as the 3rd grade and continue through the 10th grade, across all subject areas.

Community Connectedness

Social Engagement: “Percent who vote on local issues” is an initial measure of a town’s resident’s commitment to the improvement of their town – that they will show up to vote on local issues that affect them.

Table 4 presents comparison values related to the socio-economic descriptions of Mansfield’s constituents based in information from two different sources: (a) survey data, and (b) the census figures – both from 2010.

Table 4

	Survey Data	Census Data
At least one child in household	31%	26% ⁹²
Earning \$75,000 or greater annually	65%	54% ⁹³
College or graduate school degree	75%	47% ⁹⁴

⁹¹ Connecticut Commission on Education Achievement. 2010. Every child should have a chance to be exceptional. (http://www.sde.ct.gov/sde/lib/sde/pdf/pressroom/ct_commission_on_ed_achievement_report.pdf)

⁹² MAC Data Metric 0.5, from 2010 Decennial Census, SF-1, Table P20: Households by presence of people under 18 years by household type by age of People under 18 years.

⁹³ MAC Data Metric 0.7b, from 2010 American Community Survey 5-year Estimates, Table B06010: Individual Income in the past 12 months.

⁹⁴ MAC Data metric 0.6, from 2010 American Community survey 3-year Estimates, Table B15001: Sex by Age by Educational Attainment for the population over 18 years; 2010 SF1:P42, Group Quarters population by Group Quarters Type.

Although the Census Bureau does not include specific poverty levels for people’s housing choices, the ACS does report on income levels, which are presented below in Table 5.

Table 5

Town of Mansfield	2010 ACS : Owners	2010 ACS : Renters
# HHs earning < \$ 5K	72	202
# HHs earning \$ 5K - \$10K	17	272
# HHs earning \$ 10K - \$15K	87	145
# HHs earning \$ 15K - \$20K	34	170
# HHs earning \$ 20K - \$25K	71	125
# HHs earning \$ 25K - \$35K	168	314
# HHs earning \$ 35K - \$50K	340	274
Source: 2010 ACS 5-year estimates: B25118: Tenure by Household Income.		

Transportation Choices and Needs

With so many people in poverty, it is a concern to MAC that this low-income population will have access to transportation in order to get to the jobs they do find, in order to stabilize their income stream. 2010 Census data shows that:

- 82% drove alone to work;
- 9.5% carpooled;
- Approximate 50 people used public transportation (0.6%);
- 244 people (3.4%) walked or rode their bikes or cycles; and
- Almost 5% work at home.

The most current Regional Transportation Plan from 2005, developed for the WINCOG area, was chaired by Kay Holt of Mansfield Center.⁹⁵ This plan includes the potential for review of transportation systems when Storrs Center is open for residential and commercial use.

The Windham Regional Transit District developed a “prepaid fares” program for the Storrs/Willimantic fixed route bus service⁹⁶ with both the University of Connecticut and the Town of Mansfield. That is, the University and Town negotiate payments that estimated fare revenues in advance so that members of their communities could ride the Storrs/Willimantic route by showing either their University ID or a Town Pass, available at the Town Clerk’s office.

⁹⁵ <http://www.wincog.org/publications/RTP.pdf>, (pp. 25.

⁹⁶ http://www.wrtd.net/storrs-willimantic_bus_fares.html

This 2005 report presents a useful overview of Travel Analysis Zones (TAZ). More densely developed areas are capable of generating higher volumes of traffic but require roads with higher capacities than the narrow rural roads which dominate much of the region. The more urban areas of Mansfield, mostly in the southeastern corner, are well oriented to commercial access, but with almost no orientation toward education or recreation opportunities. ConnDOT's TAZ maps by town are available in the WINCOG office.⁹⁷

⁹⁷ <http://www.wincog.org/regionalprojects.html> (pp. 25–28)

Appendix 7 – Method for Communication with Different Groups

Table 6

	All Respondents	Respondents with Kids	Respondents without Kids	\$75,000 or Greater	Less than \$75,000	College or Grad School	No College Degree
Flyers	371 68%	131 74%	240 65%	222 70%	109 64%	280 69%	89 65%
Friends/others	385 70%	136 76%	249 67%	233 74%	112 66%	295 73%	87 64%
Newspaper	366 67%	91 51%	275 75%	211 67%	111 66%	259 64%	104 76%
Schools	157 29%	118 66%	39 11%	110 35%	32 19%	127 31%	30 22%
Television	83 15%	22 12%	61 17%	45 14%	29 17%	53 13%	30 22%
Town Web Site	288 53%	113 63%	175 47%	182 58%	75 44%	231 57%	56 41%
Web Search	70 13%	19 11%	51 14%	42 13%	20 12%	59 15%	11 8%

The above values are based on feedback from survey question number five. See *Concordance Report* for additional information.

Appendix 8 – Survey Question 3 Responses

Table 7

Description	Mean Satisfaction	Mean Importance	Ab Value of Diff
ALL RESIDENTS			
Public trans	4.8111	6.2068	1.3957
Places to meet people	4.5112	5.8699	1.3587
Having reliable neighbors	5.5628	6.2537	0.6910
Playgrounds	5.5970	6.2621	0.6652
Apprec for diversity	5.2635	5.8910	0.6275
Web page	5.5026	6.0698	0.5672

Description	Mean Satisfaction	Mean Importance	Ab Value of Diff
-------------	-------------------	-----------------	------------------

KIDS			
Places to meet people	4.2297	6.0674	1.8377
Public trans	4.8136	5.9773	1.1637
Playgrounds	5.4563	6.4096	0.9534
Having reliable neighbors	5.6071	6.4667	0.8595
Clubs and activities	5.7368	6.4906	0.7537
Web page	5.4937	6.2174	0.7237

NO KIDS			
Public trans	4.8099	6.3280	1.5181
Places to meet people	4.7115	5.7580	1.0464
Apprec for diversity	5.0562	5.8623	0.8061
Skate parks	5.2794	4.6618	0.6176
Having reliable neighbors	5.5374	6.1461	0.6087
Before/ after-school progs	5.6429	6.1306	0.4878

COLLEGE DEGREE OR HIGHER			
Places to meet people	4.4266	5.9894	1.5628
Public trans	4.7518	6.2116	1.4598
Apprec for diversity	5.2241	5.9444	0.7203
Having reliable neighbors	5.6319	6.3269	0.6951
Playgrounds	5.6139	6.2508	0.6369
Web page	5.5240	6.1062	0.5822

NO COLLEGE DEGREE			
Public trans	5.1622	6.2125	1.0503
Playgrounds	5.5714	6.3095	0.7381
Having reliable neighbors	5.1818	5.9074	0.7256
Places to meet people	4.8438	5.4259	0.5822
Web page	5.3824	5.9398	0.5574
Skate parks	5.4839	4.9726	0.5113

INCOME \$75K OR MORE			
Places to meet people	4.5135	5.9301	1.4166
Public trans	4.8039	6.1773	1.3734
Skate parks	5.1719	4.4868	0.6851
Before/ after-school progs	5.6667	6.3319	0.6652
Having reliable neighbors	5.6397	6.3032	0.6635
Playgrounds	5.6481	6.2672	0.6191

INCOME LESS THAN \$75K			
Public trans	5.0333	6.2521	1.2188
Places to meet people	4.6200	5.6234	1.0034
Apprec for diversity	5.0667	5.8955	0.8289
Playgrounds	5.4545	6.2155	0.7610
Having reliable neighbors	5.2836	6.0370	0.7535
Skate parks	5.4324	4.9057	0.5268

PAGE
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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MH*
CC: Maria Capriola, Assistant Town Manager; Lon Hultgren, Director of Public Works; Cherie Trahan, Director of Finance
Date: April 22, 2013
Re: Department of Transportation Master Municipal Agreement for Construction Projects

Subject Matter/Background

Historically, each time the Town is awarded a state or federal highway grant, the Connecticut Department of Transportation (ConnDOT) must create a lengthy agreement for review and authorization. ConnDOT is now attempting to streamline this process by asking local legislative bodies to authorize one Master Municipal Agreement for Construction Projects (MMAC) that will cover the "boiler plate" language that comprises the bulk of most of the transportation/highway-related grants (funded by ConnDOT). This MMAC would cover those grants that the Town receives over the next ten years.

Once the MMAC is executed, project specific information and monetary terms for individual construction projects will be defined in a Project Authorization Letter (PAL) issued by ConnDOT. The PAL requires execution by the Town Manager. Per past practice, each PAL will go before the Council for review and to seek authorization for the Town Manager to execute.

Financial Impact

Depending on the individual grant program requirements, the Town may still be obligated for its local share if indeed such a match is required. We expect to budget for the Town's share of any grant projects in the capital budget.

Legal Review

The Town Attorney has reviewed ConnDOT's proposed MMAC and approved the document as to form.

Recommendation

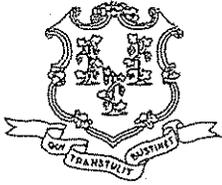
Staff recommends that Council authorize the Town Manager, by name, to execute the ConnDOT Master Municipal Agreement for Construction Projects.

ConnDOT's suggested resolution is as follows:

RESOLVED, that Matthew W. Hart, Town Manager, be, and hereby is, authorized to sign the agreement entitled: Master Municipal Agreement for Construction Projects.

Attachments

- 1) ConnDOT transmittal letter & Execution Guide (4 pages)
- 2) Master Municipal Agreement for Construction Projects (32 page excerpt)



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION



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

Phone:

November 30, 2012

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

Dear Mr. Hart:

Subject: Master Municipal Agreement for Construction Projects

The Connecticut Department of Transportation (Department) is pleased to introduce a new way of doing business with the municipalities of Connecticut. The enclosed Master Municipal Agreement for Construction Projects (MMAC) is the first in a series of agreements that will fundamentally improve how the Department conducts business with its municipal partners by dramatically streamlining the agreement process.

It is anticipated that once an MMAC is executed with your municipality, project specific information and monetary terms will be set forth in a Project Authorization Letter (PAL) issued by the Department to the municipality for individual construction projects. PALs are expected to take only days to execute, as opposed to the numerous months currently required executing individual project agreements.

This ten-year term MMAC covers both municipally advertised construction projects, as well as projects advertised by the Department on behalf of municipalities. Since the requirements differ, depending on who advertises and awards the construction contract, this MMAC is designed to address both scenarios. The MMAC includes standard terms, conditions and contracting "boiler plate" language that should govern all municipal construction projects involving the Department which are undertaken throughout the ten-year term.

Although the Department may not have a construction project in your municipality at this time, execution of this agreement will streamline future project specific business with the Department.

It is my great hope that you will sign the enclosed agreement and join the Department in this new and innovative way of doing business that will improve delivery of Department services to its customers.

Mr. Matthew Hart

November 30, 2012

Please process the MMAC in accordance with the enclosed instructions and return the agreement, along with your authority to sign, to Mr. Hugh Hayward, Highway Design – Local Roads, at the letterhead address. If you have any questions, please contact Mr. Hugh Hayward at (860) 594-3219.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Thomas A. Harley".

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

Enclosure

INSTRUCTIONS FOR PROCESSING MMAC

Enclosed are two copies of the Master Municipal Agreement for Construction Projects (MMAC) between the State of Connecticut and the Municipality.

Please do the following promptly:

1. Your signature should be affixed to the two copies of the MMAC. Please sign your name as it appears on the signatory page.
2. Attach the original Council/Board of Selectman resolution (see enclosed sample) authorizing you, by name and title, to sign these copies of the MMAC. For consistency, please see that your name appears in the resolution as shown in the preamble and signatory pages of this MMAC.

Please return two signed copies of the MMAC (must be signed within 30 days of the original council resolution) on or before December 30, 2012, so that the Department may process them for State signatures. A fully executed copy of the MMAC will be returned to you upon its completion.

RESOLUTION

RESOLVED, that Mr. Matthew Hart, Town Manager, is hereby authorized to sign the Agreement entitled "Master Municipal Agreement for Construction Projects".

ADOPTED BY THE TOWN OF MANSFIELD, CONNECTICUT,

THIS _____ DAY OF _____, 20__.

Clerk _____

(seal)

Date _____

"Excerpts From"

Agreement No. 11.29-05-12

MASTER MUNICIPAL AGREEMENT FOR CONSTRUCTION PROJECTS

THIS MASTER MUNICIPAL AGREEMENT FOR CONSTRUCTION PROJECTS ("Master Agreement") is entered into by and between the STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION, (the "DOT"); and the TOWN of MANSFIELD, Audrey P. Beck Municipal Building, 4 South Eagleville Road, Mansfield, Connecticut 06268 (the "Municipality"). The DOT or the Municipality may each be referred to individually as the "Party" and collectively may be referred to as the "Parties."

WHEREAS, the Municipality undertakes, and may financially participate in, municipal projects to construct improvements to locally-maintained roadways, structures and transportation enhancement facilities that are eligible for government financial assistance from the DOT, the federal government, or both;

WHEREAS, the DOT is the authorized entity responsible for distributing the state and federal government financial assistance with respect to these municipal projects; and

WHEREAS, on a project-by-project basis either the DOT or the Municipality takes on the responsibility of administering the construction phase of a particular municipal project, and the parties wish for this Master Agreement to address both DOT-administered and Municipality-administered projects;

WHEREAS, the Commissioner is authorized to enter into this Agreement and distribute state and federal financial assistance to the Municipality for these projects pursuant to § 13a-98i and § 13a-165 of the Connecticut General Statutes; and

WHEREAS, the DOT and the Municipality wish to set forth their respective duties, rights, and obligations with respect to these projects that are undertaken pursuant to this Master Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE THAT:

Article 1. Definitions. For the purposes of this Master Agreement, the following definitions apply:

1.1 "Accumulative Costs" means the total, collective expenditure by the Municipality and the DOT to complete the Construction Project (defined in section 1.8).

1.2 "Administer," "Administering" or "Administration" of the Construction Project means conducting and managing operations required to perform and complete the Construction Project, including performing the construction work by either the Municipality or the DOT, as applicable to the particular Construction Project, in whole or in part, advertising and awarding any contract(s) for performance of the work by contractor(s) in whole or in part, or any combination thereof, and undertaking all of the administrative-duties related to and required for the completion of the Construction Project.

Master Municipal Agreement for Construction Projects

1.3 "Authorization to Award Notice" means the written notice from the DOT to the Municipality authorizing the Municipality to perform its Administration obligations for the Construction Project under the Project Authorization Letter (PAL) (defined in section 1.28), including, but not limited to, awarding the contract(s) for performance of the work.

1.4 "Authorization to Proceed Notice" means the written notice from the DOT to the Municipality authorizing the Municipality to perform its obligations for the Construction Project under the PAL.

1.5 "Authorized Department of Transportation (DOT) Representative" means the individual, duly authorized by a written delegation of the Commissioner of the DOT pursuant to Section 13b-17(a) of the Connecticut General Statutes, to sign PALs.

1.6 "Consulting Engineer" means the person or entity, whether an employee of, or a contractor engaged by, the Municipality, who performs the Design Services During Construction (defined in section 1.12).

1.7 "Contingencies" means a percentage of funding set aside in the PAL for work that cannot specifically be described, or the extent of which cannot be detailed, in the original scope at bid time, but may later be required, at the DOT's determination, for the Construction Project. Among other purposes, this percentage of the Funding is used to account for the costs that may result from the difference in the estimated quantities provided at bid time versus the actual quantities used during the performance of the Construction Project.

1.8 "Construction Project" means the construction phase activities undertaken by the Municipality, and either Administered by the Municipality or by the DOT on the Municipality's behalf, to construct improvements on a locally-maintained roadway or structure, to perform transportation enhancement activities (as defined by 23 U.S.C. § 101(a)(35), as revised), or any combination of the foregoing, based upon a design completed during a design phase of a Municipal Project (defined in section 1.22), and in accordance with the PAL and this Master Agreement.

1.9 "Contract Items" means the products, services, or both set forth in the bid and necessary for the completion of the Construction Project. Contract Items may include, but are not limited to, earth excavation, rock excavation, hot mix asphalt, structural steel, trench excavation, turf establishment, Class A concrete, traffic person services, mobilization, and clearing and grubbing within the Construction Project limits.

1.10 "Demand Deposit" means an amount of money due to the DOT from the Municipality.

1.11 "Depreciation Reserve Credit" means the credit for the used life of the replaced utility facility when a new facility is installed.

1.12 "Design Services During Construction" means design services required during the construction phase, with the DOT's prior approval, which may include, but are not limited to,

Master Municipal Agreement for Construction Projects

construction engineering services, consultation in the field, advice, visits to the work site, review and approval of all shop plans and construction drawings received from the Prime Contractor (defined in section 1.26), design modification of original construction drawings as may be necessary, and any other design services as may be required, with the DOT's prior approval, all in accordance with the Standard Specifications (as defined in section 1.32).

1.13 "Designated Official" means the municipal official or representative designated by title who is duly authorized by the Municipality to receive PALs issued by the DOT under this Agreement and who submits to the DOT a Written Acknowledgment of the PAL (defined in section 2.2) binding the Municipality to the terms and conditions of the PALs issued by the DOT under this Master Agreement.

1.14 "Disadvantage Business Enterprise (DBE)" has the meaning defined in Schedule E.

1.15 "DOT-provided Services" means the work that the DOT is responsible to perform for the Construction Project, as specifically set forth in the PAL and may include, but are not necessarily limited to, material testing, periodic construction inspection, administrative oversight, and liaison activities with other governmental agencies to ensure satisfactory adherence to DOT and federal requirements.

1.16 "Effective Date" means the date which the Master Agreement is executed by the DOT.

1.17 "Extra Work" means potential additional work that is beyond the original scope or limits of work of the Construction Project specifically for which funds are set-aside as a line item category in the PAL.

1.18 "Funding" means funds from the state government, the federal government, the Municipality, or a combination of any of the foregoing, designated for a particular Construction Project, which the DOT provides to the Municipality on a reimbursement basis.

1.19 "Incidentals to Construction" means items that were not included in the listing of Contract Items but that are necessary for the completion of the Construction Project, as determined by the DOT in its sole discretion. Advertising of a request for bids, inspection, construction and engineering services, field quality assurance testing, and material testing are examples of, but are not limited to, items that may be determined to be Incidentals to Construction for a particular Construction Project.

1.20 "Inspection Activities" means continuous inspection of the work on the Construction Project and associated administrative duties, including, but not limited to, inspection of grading, drainage, structure, pavement, facilities construction, and rail work; the required administrative functions associated with the Construction Project including, but not limited to, preparation of correspondence, construction orders, periodic payment estimates, quantity computations, material sampling and testing, Equal Employment Opportunity and DBE monitoring, final documentation, DOT and Federal reporting, construction surveys, reviews and recommendations of all construction issues, and claims analysis support; and other Construction Project-related functions deemed

Master Municipal Agreement for Construction Projects

necessary by the DOT.

1.21 "Inspection Consultant" means the person or entity engaged by the DOT or the Municipality, as applicable to the particular Construction Project, to perform the Inspection Activities.

1.22 "Municipal Project" means a project undertaken by the Municipality for improvements on locally-maintained roadways, structures, transportation enhancement facilities (as defined by 23 U.S.C. § 101(a)(35), as revised), or any combination of the foregoing, which generally includes three phases of activities: the design phase, rights-of-way phase, and construction phase.

1.23 "Nonparticipating Items" means those items or portions of the Construction Project work determined upfront during the Municipal Project design phase by the Federal Highway Administration ("FHWA"), the DOT, or both to not be eligible for reimbursement with the Funding.

1.24 "Official Notice" means notice given from one Party to the other in accordance with Article 14.

1.25 "Plans, Specifications, and Estimates (PS&E)" means the final engineering documents produced during the design phase of the Municipal Project that contain all of the construction details and are made part of the bid documents.

1.26 "Prime Contractor" means the person or entity engaged by the Municipality or the DOT, as applicable to the particular Construction Project, to perform construction work on the Construction Project.

1.27 "Project Amount" means the total estimated cost for all work for the Construction Project, as estimated at the time of the DOT's issuance of the PAL.

1.28 "Project Authorization Letter (PAL)" means the written document that authorizes the distribution of Funding to the Municipality for the specific Construction Project during a specified period of time.

1.29 "Small Business Enterprise (SBE)" has the meaning defined in Schedule F.

1.30 "Small Business Participation Pilot Program (SBPPP)" has the meaning defined in Schedule G.

1.31 "Special Provisions" means specifications applicable to the particular Construction Project that are required by the DOT and made part of the bid documents and the contract with the Prime Contractor.

1.32 "Standard Specifications" means, collectively, the publications entitled "Standard Specifications for Roads, Bridges, and Incidental Construction (Form 816)" Connecticut Department of Transportation (2004) and its supplemental specifications issued from time to time by the DOT, entitled the "Supplemental Specifications to the Standard Specification for Roads, Bridges, and

Master Municipal Agreement for Construction Projects

Incidental Construction (Form 816),” Connecticut Department of Transportation (July 2010), as may be revised.

1.33 “Term” means the duration of the Master Agreement.

1.34 “Transportation Enhancement Facilities” means the facilities provided as a result of transportation enhancement activities (as defined by 23 U.S.C. § 101(a)(35), as revised).

1.35 “Transportation Facilities” means any roadway, structure, building or other associated facilities, including, but not limited to, traffic control signals and roadway illumination, Transportation Enhancement Facilities, including, but not limited to, pedestrian or bike trails, or any combination of the foregoing.

Article 2. Issuance and Acknowledgment of PALs for Construction Projects.

2.1 **Issuance of PAL.** The DOT shall issue to the Municipality a PAL for the applicable Construction Project, in the form substantially similar to Schedule A, which will be addressed to the Designated Official and signed by the Authorized DOT Representative. PALs issued under this Agreement will address Construction Projects and will not address design phase or right-of-way acquisition phase activities of Municipal Projects. The issuance of the PAL itself is not final authorization for the Municipality to begin performing work or awarding a contract with respect to the Construction Project. Additional required steps and approvals are set forth in this Agreement.

2.2 **Written Acknowledgement of the PAL.** In order for the PAL to become effective and binding on both parties, the Municipality must return to the DOT a copy of the PAL signed by the Designated Official, hereinafter referred to as the “Written Acknowledgement of the PAL,” which serves to acknowledge the Municipality’s receipt of the PAL and confirm that the Municipality will undertake the particular Construction Project in accordance with the PAL and this Master Agreement). The Municipality shall submit the Written Acknowledgement of the PAL to the Authorized DOT Representative by the deadline set forth in the PAL. Submission of the Written Acknowledgement of the PAL by facsimile or electronic transmission is acceptable. The Written Acknowledgement of the PAL shall be deemed delivered on the date of receipt by the DOT if on a business day (or on the next business day after delivery if delivery occurs after business hours or if delivery does not occur on a business day). The PAL becomes effective on the date that the Written Acknowledgement of the PAL is delivered to the DOT.

2.3 **Designated Official.** The Municipality herein represents that the Town Manager of the Town of Mansfield is the Designated Official to whom the Municipality has granted the authority, throughout the Term of this Master Agreement, to sign and submit on its behalf the Written Acknowledgement of the PAL(s) to the DOT. The Municipality agrees that the signature of the Designated Official shall bind the Municipality with respect to the PAL. Signature by the individual as the Designated Official upon any Written Acknowledgement of a PAL is a representation by such individual that he/she holds the title of the Designated Official as of the date of his/her signature. If at any time during the Term the Municipality seeks to modify which municipal official or representative by title is the authorized Designated Official, the parties must

Master Municipal Agreement for Construction Projects

amend this section by mutual written agreement identifying by title the new Designated Official and signed by the authorized representatives of each party.

2.4 **Obligations of Municipality.** Upon submission of the Written Acknowledgement of the PAL to the DOT, the Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Construction Project. By submitting the Written Acknowledgement of the PAL, the Municipality acknowledges that it understands the obligations to which it is committing itself with respect to the Construction Project. Further, the Municipality agrees to proceed with diligence to perform its obligations to accomplish the Construction Project and agrees to use the Funding to complete the same.

2.5 **Revisions to the PAL.** Any modification to the scope, the allowed Funding amount, or cost breakdown related to the Construction Project must be approved by the DOT, at its sole discretion, and set forth in a subsequent PAL newly-issued by the Authorized DOT Representative, hereinafter referred to as the "Supplemental PAL". The Supplemental PAL shall be acknowledged by the Municipality in accordance with the procedure set forth in section 2.2, and the Supplemental PAL will supersede the previously-issued PAL for the Construction Project and will control.

Article 3. Municipality-Administered Construction Projects. When the Municipality is responsible for Administering the Construction Project, the sections of this Article 3 apply.

3.1 **Content of the PAL.** The PAL issued by the DOT to the Municipality shall set forth, at a minimum:

- (a) the Funding source(s), the related government Funding authorization or program information, and the associated Funding ratio between the federal government, the DOT, and the Municipality, as applicable, for the Construction Project;
- (b) the maximum reimbursement to the Municipality under the PAL;
- (c) an estimated cost break-down for all work under the Construction Project;
- (d) the amount of the Demand Deposit(s) due to the DOT from the Municipality for the Municipality's proportionate share of applicable costs for work under the Construction Project, as determined by the Funding ratio;
- (e) the Project Amount; and
- (f) any applicable affirmative action goal(s) assigned with respect to work on the Construction Project, as follows:
 - (1) if the Construction Project receives federal participation in Funding, the DBE goal assigned by the DOT applicable to the Prime Contractor, and additionally, where the Municipality retains an Inspection Consultant to perform the Inspection Activities,

Master Municipal Agreement for Construction Projects

the DBE goal assigned by the DOT to the Inspection Consultant. If federal funds are not used to fund the Inspection Activities on the Construction Project, then no DBE goal will be assigned for the Inspection Activities;

- (2) if the Construction Project receives DOT Funding, and no federal participation in Funding, the SBE goal assigned by the DOT applicable to the Prime Contractor, and additionally, where the Municipality retains an Inspection Consultant, the SBE goal assigned to the Inspection Consultant; or
- (3) regardless of the Funding source(s), the SBPPP goal assigned by the DOT applicable to the Prime Contractor, and additionally, where the Municipality retains an Inspection Consultant, the SBPPP goal assigned to the Inspection Consultant.

3.2 Authorization to Award and Authorization to Proceed.

(a) The Municipality shall not commence to Administer the Construction Project until it has received from the DOT an Authorization to Award Notice or an Authorization to Proceed Notice when the Municipality is, respectively, hiring a Prime Contractor or electing to perform work with its own staff. The DOT will issue an Authorization to Award Notice or Authorization to Proceed Notice, as applicable, directly to the Municipality, addressed to the Designated Official.

(b) The Municipality shall not have the Prime Contractor or the Municipality's staff commence construction work on the Construction Project until the Municipality has received from the DOT an Authorization to Award Notice or Authorization to Proceed Notice. The DOT has no responsibility and incurs no liability for payments to the Municipality for Administration of the Construction Project or for any construction work performed by the Prime Contractor or the Municipality's staff on the Construction Project prior to the DOT's issuance of the Authorization to Award Notice or Authorization to Proceed Notice.

3.3 Municipality to Perform and Complete the Construction Project.

(a) Upon issuance of a PAL by the DOT, submission of the Written Acknowledgment of the PAL by the Municipality, and receipt of an Authorization to Award or Authorization to Proceed Notice, as applicable, from the DOT, the Municipality shall Administer all activities associated with the Construction Project in accordance with the PAL and this Master Agreement.

(b) The Municipality, with prior written approval of the DOT, may elect to perform all or any part of the Construction Project work with its own staff. In requesting approval from the DOT, the Municipality must demonstrate, to the DOT's satisfaction, that there is sufficient manpower, equipment, and resources available to the Municipality and that it will be cost effective for the Municipality's staff to perform the work in accordance with the plans and specifications.

(c) For work that the Municipality does not elect to perform with its own staff, the Municipality shall retain, using a competitive bidding process, a Prime Contractor to undertake the work under the Construction Project.

Master Municipal Agreement for Construction Projects

(d) With respect to any Construction Project that receives federal participation in Funding, the Municipality acknowledges that any costs it incurs prior to the receipt of federal authorization for the Construction Project are entirely ineligible for reimbursement with federal funds.

(e) The Municipality agrees that it shall use the Funding for reimbursement of the Municipality's approved expenses incurred in the fulfillment of the Construction Project as specified in the PAL and this Master Agreement and for no other purpose.

3.4 Engaging a Prime Contractor.

(a) Where the Municipality retains a Prime Contractor to perform the work on the Construction Project, the Municipality shall advertise the Construction Project to engage the Prime Contractor utilizing an advertising and bidding procedure acceptable to the DOT and, if applicable, the federal government. The Municipality shall analyze all bids, submit a bid summary to the DOT, and request the DOT's approval to award a contract for the Construction Project. The Municipality shall perform all of the foregoing in accordance with the following publications:

- (1) Advertising Procedures for Construction Contracts Administered by Municipalities, Connecticut Department of Transportation (January 2010), as may be revised ("Advertising Procedures for Construction Contracts Administered by Municipalities");
- (2) The Standard Specifications. The version of the Standard Specifications in effect at the date of completion of the PS&E for the particular Construction Project is the version that must be followed and complied with for the particular Construction Project; and
- (3) The Municipality Manual, Version 1, Connecticut Department of Transportation (2008), as may be revised ("Municipality Manual").

(b) The Municipality may not impose any local rules, policies, terms, conditions, or requirements on any bidder, Prime Contractor, or Inspection Consultant, unless it has received prior written approval from the DOT and, if applicable, FHWA (or other federal authority). If the Municipality imposes any local rules, policies, terms, conditions, or requirements, without all required prior written approvals, the DOT may in its sole discretion deem such imposition to be a breach of this Master Agreement and the respective PAL and may result in the Municipality losing Funding for the Construction Project.

3.5 **Pre-Award Requirements and Documentation.** The Municipality shall require the low bidder to meet all applicable pre-award requirements and submit any required documentation to the Municipality, which the Municipality, in turn, shall submit to the DOT for review and approval, all in accordance with the Advertising Procedures for Construction Contracts Administered by Municipalities. The pre-award requirements include, but are not limited to:

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- (a) Required documentation applicable to any assigned affirmative action goal, e.g., DBE, SBE, or SBPPP goal, including, but not limited to, the Affirmative Action program certification;
- (b) A schedule of progress or time chart for the Construction Project developed by the Prime Contractor;
- (c) A complete statement of the origin and manufacturer of any manufactured materials to be used in the Construction Project provided on the DOT form "Anticipated Source of Materials (CON-83)," as revised;
- (d) A completed "State of Connecticut Certificate of Compliance with Connecticut General Statutes § 31-57b" form ("OSHA Compliance Form RFP-12 New 6/98"), as revised;
- (e) A completed Certificate of Insurance on the form(s) acceptable to the DOT; and
- (f) Any other documentation requested by the DOT or federal government as pre-award requirements.

3.6 Approval to Award Contract(s).

(a) The Municipality must receive the DOT's prior written approval in order to award its contracts, enter into modifications or supplements to the contracts, or issue any construction orders under its contracts with the Prime Contractor and, where applicable, the Consulting Engineer and the Inspection Consultant, prior to incurring reimbursable costs in conjunction with the PAL. Without such written approval, costs incurred by the Municipality are ineligible for reimbursement under the PAL. DOT retains the authority, at its sole discretion, to review for compliance with applicable DOT and federal requirements the Municipality's proposed contracts prior to the DOT issuing any written approval.

(b) Upon receipt of the Authorization to Award Notice from the DOT, the Municipality shall comply with the Advertising Procedures for Construction Contracts Administered by Municipalities and in accordance therewith, award the contract to the bidder specified in the Authorization to Award Notice. The Municipality shall submit to the DOT copies of the award letter, the contract executed with the Prime Contractor, and all other documents required by the Advertising Procedures for Construction Contracts Administered by Municipalities and otherwise requested by the DOT.

(c) As a condition of receiving Funding under the PAL, the Municipality may be required, at the direction of the DOT or the federal government, to obtain certain assurances from and include certain contract provisions in its contracts with the Prime Contractor and, where applicable, the Consulting Engineer and the Inspection Consultant. Without limiting the foregoing, this Article 3 sets forth certain of these requirements. Additional requirements may be set forth in the PAL. The Municipality's failure to include the requirements in the contract with, and to ensure

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compliance by, the Prime Contractor and, where applicable, the Consulting Engineer and the Inspection Consultant, may amount to a breach of this Master Agreement and the respective PAL, as determined by the DOT in its sole discretion, and may result in the Municipality's loss of Funding for the Construction Project.

3.7 Changes in Scope. Extensions of Time. The Municipality may not make changes to the Construction Project that will increase the cost or alter the termini, character or scope of the construction work without prior written approval from the Authorized DOT Representative. In addition, the Municipality shall not grant any contract time extensions to its contractor(s) or consultant(s) without prior written approval from the Authorized DOT Representative. Such written approval may take the form of a Supplemental PAL issued by the DOT with respect to the Construction Project. The Supplemental PAL, once acknowledged in writing by the Municipality in accordance with the procedure set forth in section 2.2, will supersede the previously-issued PAL for the Construction Project and will control.

3.8 Design Services During Construction. The Municipality shall itself provide or retain a Consulting Engineer to provide Design Services During Construction. The scope of the Design Services During Construction is subject to the prior approval of the DOT. If, in order to complete the approved Design Services During Construction, the Municipality must replace the Consulting Engineer that it previously hired during the design phase of the Municipal Project and engage a new Consulting Engineer during the construction phase, then the Municipality agrees to comply with any selection and contracting requirements imposed by the DOT in its sole discretion during the construction phase of the Municipal Project.

3.9 Inspection Activities. The Municipality shall itself provide a qualified staff person, or retain a qualified person or entity, to serve as the Inspection Consultant to perform full-time Inspection Activities. The Municipality shall submit written documentation to the DOT indicating the criteria it used in assigning existing municipal staff, hiring new municipal staff, retaining an Inspection Consultant, or any combination of the foregoing to perform Inspection Activities for the Construction Project.

(a) If the Municipality elects to retain an Inspection Consultant, in order to be eligible for reimbursement for the associated costs, the Municipality must use a Qualifications Based Selection process as described in and in accordance with the "Consultant Selection, Negotiation and Contract Monitoring Procedures for Municipally Administered Projects," Connecticut Department of Transportation (2011), as may be revised.

- (1) When designating an Inspection Consultant, the Municipality shall submit to the DOT for review and approval, the name(s) and qualifications of the proposed Inspection Consultant prior to advertising the Construction Project. The Municipality shall comply with the "Construction Engineering and Inspection Information Pamphlet for Consulting Engineers," Connecticut Department of Transportation (2008) as may be revised, when determining the required qualifications of the Inspection Consultant.

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- (2) If the Construction Project receives federal participation in Funding, when the Municipality retains an Inspection Consultant, it must designate a full time employee of the Municipality to be in responsible charge of the Construction Project in accordance with 23 CFR § 635.105(c)(4), as may be revised.

(b) If the Municipality elects to provide full-time Inspection Activities for the Construction Project with its own staff, upon request, the Municipality shall provide to the DOT written documentation of the qualifications of the municipal staff performing the Inspection Activities, for review by the DOT. When municipal staff is performing the Inspection Activities for the Construction Project, any required field quality assurance testing may be provided by the DOT, upon written request, and the DOT expenses associated with the field quality assurance testing will be funded in accordance with the PAL.

3.10 Additional Administration Responsibilities. The Municipality shall perform all other work which becomes necessary to properly Administer the Construction Project and inspect the work of the Prime Contractor in order to ensure compliance with the Standard Specifications, the bid package documents, and the Municipality's contract with the Prime Contractor, including, but not limited to, the Special Provisions for the particular Construction Project. Any work performed by the DOT in order to assist with the Municipality's Administration responsibilities for the Construction Project and any associated expenses will be funded in accordance with the PAL.

3.11 Inadequate Administration. If, at any time during the Construction Project, the DOT determines that the Administration by the Municipality is not adequate, it may be deemed a breach by the Municipality, as determined by the DOT in its sole discretion, and the DOT may assume responsibility for or supplement the Administration of the Construction Project, at its sole discretion. The additional costs associated with the DOT's Administration of the Construction Project will be considered part of the Construction Project costs for DOT-provided Services and will be funded in accordance with the proportionate cost sharing set forth in the PAL. Furthermore, the DOT's assumption or supplementing of the Administration of a Construction Project does not waive any of the DOT's remedies under this Agreement, nor relieve the Municipality from any liability related to its breach.

3.12 Federal and State Required Contract Provisions.

(a) The Municipality shall include in the contracts with the Prime Contractor and, where applicable, the Inspection Consultant, the following attachments, each as may be revised:

- (1) "State and Federal Workforce Utilization Goals," attached at Schedule B, including Appendix A which is applicable to Construction Projects that are funded by the state government (with no federal participation in Funding), and Appendix B which is applicable to Construction Projects that receive federal participation in Funding;
- (2) "Connecticut Required Specific Equal Employment Opportunity Responsibilities," (2012), attached at Schedule C; and

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applicable shall require its Inspection Consultant to be available, to assist the DOT with the review and acceptance of the documents required by the Municipality Manual. Upon the DOT's approval of the submitted documents, the DOT will reimburse the Municipality for the approved expenses on any outstanding Vouchers submitted by the Municipality. If the Municipality fails to submit the documents required by the Municipality Manual for the DOT's review and approval, the DOT, at its sole discretion, may assume responsibility for or supplement the Administration of the Construction Project, as described in section 3.11.

3.25 Suspension, Postponement, or Termination of a Municipality-Administered Construction Project.

- (a) Suspension, Postponement, or Termination by the DOT.
 - (1) For Convenience. The DOT, at its sole discretion, may suspend, postpone, or terminate a particular Construction Project and its respective PAL for convenience by giving the Municipality thirty (30) days Official Notice, and such action shall in no event be deemed a breach of the Master Agreement by the DOT.
 - (2) For Cause. As a result of the Municipality's breach of the PAL or failure of the Municipality, its Prime Contractor, Inspection Consultant, Consulting Engineer, or any combination of the foregoing, to perform the work required on any particular Construction Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may suspend, postpone or terminate the particular Construction Project and its respective PAL for cause by giving the Municipality ten (10) days Official Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failure, to the satisfaction of the DOT in its sole discretion, within the cure period that the DOT may, in its sole discretion, set forth in such Official Notice. Such Official Notice shall specify the extent to which performance of work under the PAL is being suspended, postponed or terminated and the date upon which such action shall be effective.
- (b) Termination by the Municipality, with prior DOT approval.
 - (1) The Municipality may request termination of the Construction Project, and if determined by the DOT in its sole discretion to be in the best interests of the Parties, the DOT may agree to the request. Additionally, with respect to Construction Projects receiving federal participation in Funding, receipt of written concurrence from FHWA (or other applicable federal authority) may be required prior to the DOT's approval of the request.
 - (2) Once any required federal concurrence is received, the DOT will send approval of termination by giving Official Notice to the Municipality specifying the extent to which performance of work under the PAL is terminated and the date upon which termination is effective.

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(c) Funding of Acceptable Work. Upon suspension, postponement, or termination in accordance with subsection (a) or termination in accordance with subsection (b), the DOT may provide the Municipality with Funding in part for its expenditures, if any, up to the percentage of acceptable work completed as of the approved date of termination, in accordance with the following:

- (1) The DOT, may at its sole discretion, reimburse the Municipality at the contract unit prices (as specified in the bid documents) for the actual number or units of Contract Items completed prior to the effective date of termination, or as may be agreed by the parties for items of work partially completed, provided the DOT finds the work to be acceptable. If the work is not acceptable, the DOT may withhold reimbursement to the Municipality at its sole discretion. No claim for loss of overhead or anticipated profits that may be asserted by the Municipality's Prime Contractor, Inspection Consultant, or Consulting Engineer shall be allowed or funded as a reimbursable Construction Project cost.
- (2) When the volume of work completed, as of the termination date, is not sufficient to reimburse the Municipality under contract unit prices (as specified in the bid documents) for its related expenses, the DOT, at its sole discretion, may reimburse the Municipality for such expenses entirely or in accordance with the proportionate cost sharing specified in the PAL, depending on the availability of additional funding.
- (3) Materials obtained by the Municipality or its Prime Contractor for the Project that have been inspected, tested as required, and accepted by the DOT, and that have not been incorporated into the physical Construction Project, shall be purchased from the Prime Contractor at actual cost as shown by receipted bills. To this cost shall be added all actual costs for delivery at such points of delivery as may be designated by the DOT, as shown by actual cost records. The Municipality will be reimbursed by the DOT for such costs of the material, and the DOT at its sole discretion, will determine which material will become the property of the DOT.
- (4) If the DOT or FHWA (or other applicable federal authority), deems any of the work that the Municipality itself performed, or engaged a third party to perform on its behalf, to be unacceptable, then upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return, in whole or in part, to the DOT or FHWA (or other applicable federal authority), the DOT or federal Funding that prior to the effective date of termination was disbursed to the Municipality to fund that unacceptable work.

(d) In the case of Construction Project which received no federal or state government funding during its design phase, the Municipality agrees that it will pay for the costs of any DOT-provided services performed prior to termination, including but not limited to, DOT oversight services for the Construction Project.

(e) If the Municipality terminates the Construction Project without the DOT's prior approval, the Municipality shall incur all costs related to the Construction Project without

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reimbursement from the DOT or FHWA (or other applicable federal authority) and shall pay the DOT for any DOT-provided Services performed prior to termination. With respect to federal or state government Funding that was disbursed to the Municipality prior to the effective date of termination, upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return any federal or state government Funding.

(f) Termination of a specific Construction Project shall not relieve the Municipality or its Prime Contractor, Inspection Consultant, or Consulting Engineer of its responsibilities for the work completed as of the termination date, nor shall it relieve the Municipality or any contractor or its surety or of its obligations concerning any claims arising out of the work performed on the Construction Project prior to the termination date or any obligations existing under bonds or insurance required by the Connecticut General Statutes or by this or any other agreement with the DOT or the Municipality.

Article 4. DOT-Administered Construction Projects. When the DOT is responsible for Administering the Construction Project, the sections of this Article 4 apply.

4.1 **Content of the PAL.** The DOT shall issue a PAL to the Municipality which will set forth, at least:

- (a) the funding source, the related federal and DOT program information, and the associated funding ratio between the federal government, the DOT, and the Municipality, as applicable, for the Construction Project;
- (b) the estimated cost for all work under the Construction Project;
- (c) the amount of the Demand Deposit(s) due to the DOT from the Municipality for the Municipality's proportionate share of applicable costs for work under the Construction Project; and
- (d) the Project Amount.

4.2 **Engaging a Prime Contractor.** The DOT shall advertise the Construction Project, obtain bids for all Construction Project work and items to be supplied or constructed by the Prime Contractor, analyze all bids, and award a contract for the Construction Project, all of the foregoing in accordance with the Standard Specifications, DOT procedures, and if applicable, procedures that are acceptable to the federal government. Unless otherwise specified in the PAL, the DOT shall be responsible for providing, or engaging persons or entities to provide, any services required for the Construction Project, including but not limited to, Design Services During Construction and Inspection Activities, and for the procurement and oversight of those individuals or entities.

4.3 **DOT to Perform and Complete the Construction Project.** The DOT shall use the applicable Funding apportionments to complete the Construction Project and all related activities that the DOT agrees to perform under the PAL and pursuant to this Master Agreement.

4.4 **Copies of Plans and Specifications.** Upon the completion of the design phase, prior to

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commencement of construction activities, the DOT shall provide the Municipality with copies of the plans and specifications regarding the Construction Project.

4.5 Design Services During Construction - Municipality-provided. When pursuant to the PAL, the Municipality is required to provide Design Services During Construction:

(a) If the Municipality was the party responsible for undertaking the design phase of the Construction Project, with that design phase funded one hundred percent (100%) by the Municipality, there will be no federal or state government participation in funding the required Design Services During Construction, and the Municipality shall provide Design Services During Construction at its sole expense.

(b) If the design phase of the Construction Project was funded with federal or state government participation, the Municipality shall seek from DOT reimbursement for the Municipality's expenses incurred in providing the Design Services During Construction, and DOT shall reimburse the Municipality for DOT-approved expenditures, all in the following manner:

- (1) The Municipality shall submit to the DOT the Voucher with supporting data, the cost of services rendered and expenses incurred for the billing period. Specifically, with respect to Design Services During Construction that are performed in-house by the Municipality's staff, the Municipality's reimbursable costs shall be limited to the actual payroll, fringe benefits associated with payroll, and approved direct cost charges for the staff's performance of Design Services During Construction.
- (2) Upon review and approval of the Voucher by the DOT, payment of the reimbursement portion of said costs and expenses shall be made to the Municipality, in accordance with the proportionate cost sharing set forth in the PAL.

(c) The Municipality agrees to comply with the requirements imposed by the DOT with respect to selection of, and imposition of contractual requirements upon, any Consulting Engineer retained during the construction phase to provide Design Services During Construction. The scope of the Design Services During Construction is subject to the prior approval of the DOT.

4.6 Municipal Contact Person. The Municipality shall designate a contact person to serve as the Municipality's liaison to provide information to the DOT during the Construction Project and all activities related thereto.

4.7 Reimbursement for Value of Municipality-Owned Utility Facility. Where the Construction Project requires replacement of a Municipality-owned utility facility, the DOT shall reimburse the Municipality for the value of the utility facility being replaced minus the Depreciation Reserve Credit and the value of any materials salvaged from it.

4.8 Semi-Final and Final Inspections. The DOT shall notify the Municipality in writing that the work is ready for inspection by the Municipality. Before completion of the Construction Project, the Municipality and the DOT shall both perform the semi-final and final inspection of the

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responsibility for any operational issues during the thirty (30) day test period.) In the event that the completion of the Construction Project occurs prior to the satisfactory completion of the thirty (30) day test period, then the Municipality's assumption of responsibility with respect to the traffic control signal commences upon satisfactory completion of the thirty (30) day test period.

- (3) the payment of energy costs for operation of all traffic control signals and illumination installed as part of the Construction Project when these traffic control signals and illumination are (1) entirely on Municipality-maintained roadways, or (2) at locations (such as an intersection) including at least one roadway for which the Municipality is responsible for maintaining; and
- (4) enforcement of all applicable State of Connecticut and municipal traffic laws, ordinances and regulations with respect to the Transportation Facilities, roadways, or improvements thereto, constructed as part of the Construction Project.

(b) The DOT shall assume responsibility for maintenance of DOT-owned Transportation Facilities, or improvements thereto, constructed as part of the Construction Project, unless otherwise agreed to in writing by the authorized representatives of the Parties.

6.3 Failure to Fulfill Maintenance Responsibilities. If the Municipality fails to fulfill the maintenance responsibilities set forth in subsections (a)(1) or (a)(2) of section 6.2, it may be disqualified, at the DOT's sole discretion, from participating in any future federal or state government funded Municipal Projects that impart maintenance responsibilities on the Municipality. Nothing in this section shall limit any other remedies that DOT may have under this Master Agreement or under the law.

Article 7. Responsibility for Costs.

7.1 Non-participating Items. With respect to Construction Projects that receive federal Funding, the Municipality is responsible for one hundred percent (100%) of the total cost of all Nonparticipating Item(s) and the cost of any Incidentals to Construction that are related to or associated with the Nonparticipating Item(s). The cost of such associated Incidentals to Construction will be determined as follows: A percentage will be derived from the ratio of the total Incidentals to Construction cost to the total contract items cost, as determined by a post-construction final audit, and this percentage will be multiplied by the total cost for the Non-participating Items. The final audit governs the determination of all contract item costs and the final billing to the Municipality for Non-participating Items. However, if the cost of the total Nonparticipating Items is less than ten percent (10%) of the cost of the total contract items, the DOT, at its sole discretion, may deem the cost of such associated Incidentals to Construction to be participating and eligible for Funding.

7.2 Final Payment. Final payment by the Municipality to the DOT, or by the DOT to the Municipality, shall be based upon the actual participating construction costs as determined by a post-construction final audit by the DOT, using cost sharing percentages and funding procedures set forth in the PAL.

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7.3 **Costs Resulting from Errors or Omissions.** The Municipality shall reimburse the DOT for one hundred percent (100%) of all construction costs and costs of DOT-provided Services, which costs are the result of errors or omissions of the Municipality or its consultant(s), including, but not limited to, errors or omissions with respect to the PS&E, inadequate provision of the Inspection Activities or Design Services During Construction by the Municipality or any of its consultants, or inadequate Administration by the Municipality, as applicable. In order to determine the total cost of DOT-provided Services that were attributable to the errors and omissions of the Municipality (as such are not itemized during the Construction Project), a percentage(s) will be derived from the ratio of the total cost of all DOT-provided Services to the total actual construction cost, as determined by a post-construction audit, and this percentage will be multiplied by the amount attributable to the Municipality's error or omission, as determined by the DOT, to determine the cost of DOT-provided Services incurred as a result of the errors or omissions which the Municipality must reimburse to the DOT. This provision will survive the expiration of the PAL, the final acceptance of the Construction Project, and the termination of the Master Agreement, or the expiration of the Term.

7.4 **Sidewalk Construction.** The Municipality shall participate in the cost of sidewalks constructed as part of the Construction Project, other than existing sidewalks disturbed by the Construction Project, as set forth in Connecticut Department of Transportation Policy Statement, Policy No. E&C.-19, as may be revised, incorporated by reference into this Master Agreement.

Article 8. Disbursement of Grant Funds; Conditions of Payment.

8.1 **Method of Disbursement.** With respect to each Construction Project undertaken pursuant to this Master Agreement, the DOT shall disburse the Funding to the Municipality according to a method determined at the DOT's sole discretion, and in accordance with any applicable state or federal laws, regulations, and requirements.

8.2 **Funding on Reimbursement Basis.** The DOT, by entering into this Master Agreement, does not pledge or promise to pledge the assets of the DOT or the State of Connecticut, nor does it promise to pay any compensation to the Municipality from any monies of the treasury of the State of Connecticut. The Funding in the PAL will be provided to the Municipality by the DOT on a reimbursement basis, provided the Municipality is in compliance with the PAL and this Master Agreement.

8.3 **Federal Approvals Required.** The Municipality agrees that with respect to PALs that include federal participation in Funding, no PAL issued by the DOT is effective until all required federal approvals are received by the DOT for the Construction Project.

8.4 **Lack of Timeliness in Municipality Performance.** If the Municipality fails to timely commence and complete the Construction Project as set forth in the respective PAL to the satisfaction of the DOT and in accordance with all applicable federal, state, and local laws, regulations, ordinances, or requirements, then:

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- (a) the DOT has no obligation to reimburse the Municipality for its expenses incurred;
- (b) to the extent any Funding already has been disbursed to the Municipality, the Municipality shall return any disbursed funds and any interest earned to-date to the DOT within ten (10) business days of receipt of a request from the DOT; and
- (c) the DOT may recover from the Municipality the DOT's costs for the DOT-provided Services performed on the Construction Project. Upon receipt of written demand from the DOT, the Municipality shall provide payment for the DOT-provided Services within thirty (30) days.

Article 9. Records and Audit.

9.1 **Examination.** The Municipality shall make available for examination by the DOT and the State of Connecticut and its agents, including but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and the Chief State's Attorney and their respective agents all of its records, documents, and accounting procedures and practices relevant to any Funding received under this Master Agreement, and for a period of time in accordance with all applicable state or federal audit requirements.

9.2 **Retention.** With respect to each Construction Project undertaken under this Master Agreement, the Municipality shall maintain and secure all records for a period of three (3) years after issuance of the Construction Project's Certification of Acceptance, or three (3) years after the final payment has been made to the Prime Contractor or the termination of any litigation related to the Construction Project, whichever is later or for such longer time as instructed by the DOT, the State of Connecticut and its agents, or the federal government.

Article 10. Additional Mandatory Requirements.

10.1 **Mandatory State and Federal Requirements.** With respect to each PAL issued and acknowledged under this Agreement, the Municipality shall comply with the "Mandatory State and Federal Requirements," attached at Schedule K, as may be revised from time to time to reflect changes in law. With respect to any agreements that the Municipality enters into in order to fulfill its obligations for a particular Construction Project, the Municipality agrees to pass down to its contractor(s) and in lower tier subcontractor(s) the applicable requirements set forth in the Mandatory State and Federal Requirements.

10.2 **Additional Federal Requirements.** With respect to each PAL issued and acknowledged under this Agreement that involves the passing of Funds from any agency or office of the federal government, including, but not limited to FHWA, the Municipality shall comply with that agency's contracting requirements, directives, and policies that are in place at the time the respective PAL is in effect, except to the extent that the DOT and the respective federal agency may permit otherwise in writing.

10.3 **Revisions.** While this Master Agreement and the attached Schedules include applicable State of Connecticut and FHWA requirements (that the Municipality must comply with

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and must require its Prime Contractor, Inspection Consultant, and Consulting Engineer, as applicable, to comply with), the Municipality hereby acknowledges that such requirements are subject to revision by the DOT, FHWA, or other authorized federal agency, from time to time during the Term and that by accepting federal or state government Funding under this Master Agreement, the Municipality agrees to be subject to such revised requirements and changes of law as in effect at any given time and, as a result thereof, shall perform any additional obligations with respect to the particular Construction Project, throughout the Term of this Master Agreement.

Article 11. Conflict.

11.1. **Conflict.** In case of a conflict between the provisions of any particular PAL, the Master Agreement, the Mandatory State and Federal Requirements, or any specification, guide, manual, policy, document, or other publication referenced in the Master Agreement, the provision containing additional details or more stringent requirements will control. In case of the Municipality's inability to determine the controlling provision or where it is not possible to comply with the requirements of multiple provisions, the DOT shall have the right to determine, in its sole discretion, which provision applies. The Municipality shall promptly request in writing the DOT's determination upon the Municipality's inability to determine the controlling provision or upon becoming aware of any such conflict. This provision shall survive the expiration or termination of this Master Agreement.

11.2 **Revisions to Manuals.** With respect to any guide, manual, policy, document, or other publication referenced throughout the Master Agreement and noted to be subject to revision throughout the Term of this Agreement by way of the phrase "as may be revised," for the particular Construction Project the Municipality agrees to comply with the version of the document or publication that is in effect on the date of the Written Acknowledgement of the PAL for the Construction Project. This section does not apply to the Standard Specifications.

Article 12. Review of Municipality's Activities. The Municipality shall cooperate fully with the DOT and permit the DOT, FHWA, or other federal authority, as applicable, to review, at any time during the Construction Project, all activities performed by the Municipality with respect to any PAL issued under this Master Agreement. Upon request of the DOT, the Municipality shall timely furnish all documents related to the Construction Project so that the DOT may evaluate the Municipality's activities with respect to the Construction Project, including, but not limited to, its use of the Funding as required by the PAL, this Master Agreement, and applicable law.

Article 13. Term and Termination of the Master Agreement.

13.1 **Term.** The Term commences on the Effective Date and continues for ten (10) years, unless terminated earlier in accordance with this Article.

13.2 **Termination for Convenience.** The DOT may terminate this Master Agreement for convenience, at its sole discretion, upon providing thirty (30) days Official Notice to the Municipality.

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13.3 **Termination for Cause.** As a result of the Municipality's breach of the Master Agreement or a particular PAL or the failure of the Municipality, its Prime Contractor, Inspection Consultant, Consulting Engineer, or any combination of the foregoing, to perform the work required on any particular Construction Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may terminate this Master Agreement for cause by giving the Municipality ten (10) days' Official Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failed performance, to the satisfaction of the DOT in its sole discretion, within the notice period that the DOT may, in its sole discretion, set forth in such Official Notice. Termination for cause by the DOT will not prejudice the right of the DOT to pursue any of its remedies for breach, including recovery of any Funding paid to the Municipality prior to termination for cause.

13.4 Effect on In-progress PALs.

(a) Upon expiration of the Term or the DOT's earlier termination for convenience of the Master Agreement, any issued PAL for a Construction Project that is still in-progress will remain in full force and effect and will continue through completion and final acceptance by the DOT of the respective Construction Project, and the Municipality shall be subject to all applicable terms and conditions of the PAL and this Master Agreement, unless the respective PAL is itself terminated in accordance with section 3.25 (for Municipality-Administered projects) or section 4.9 (for DOT-Administered Projects).

(b) Upon the DOT's termination of this Master Agreement for cause, any PALs in-progress at the time will automatically terminate, unless the DOT provides Official Notice stating otherwise. The DOT, at its sole discretion, will determine and state in such Official Notice to the Municipality, if any in-progress PALs will remain in effect, and in such case, the Municipality agrees that it must complete performance of such in-progress PAL(s) through completion and final acceptance by the DOT of the respective Construction Project in compliance with all applicable terms and conditions of the PAL and this Master Agreement.

Article 14. Official Notice. Any Official Notice from one Party to the other Party, in order for such notice to be binding thereon, shall:

14.1 Be in writing (as a printed hard copy or electronic or facsimile copy) addressed to:

(a) When the DOT is to receive Official Notice:

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

(b) When the Municipality is to receive Official Notice:

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

14.2 Be delivered to the address recited herein in person, by facsimile or by electronic transmission, with acknowledgement of receipt, or be mailed by United States Postal Service with return receipt requested by mail, electronic means, or any other methods of receiving the return receipt as identified by the Mailing Standards of the U.S. Postal Service, as may be revised; and

14.3 Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

Article 15. Insurance.

15.1 Minimum Limits of Coverage.

(a) With respect to the work on the particular Construction Project that the Municipality performs or that the Municipality engages a Prime Contractor to perform, respectively, the Municipality when performing the work shall carry, or when the Prime Contractor is performing the work, the Municipality shall require the Prime Contractor to carry and to impose on its subcontractors the requirement to carry, for the duration of the Construction Project the insurance requirements set forth in the Standard Specifications, including "Section 1.03.07 Insurance" and specifically with respect to any working drawings prepared by a designer "Section 1.05.02(2)(a) Plans, Working Drawings and Shop Drawings," and any additional insurance coverage or increased limits required in the Special Provisions for the particular Construction Project.

(b) With respect to the Inspection Activities on the particular Construction Project that the Municipality performs or that the Municipality engages an Inspection Consultant to perform, respectively, on the Construction Project, and with respect to Design Services During Construction performed by the Municipality or by a Consulting Engineer, the Municipality when performing the work shall carry, or when the Inspection Consultant or Consulting Engineer is performing the work, the Municipality shall require the Inspection Consultant or Consultant Engineer to carry and to impose on any subconsultant(s) the requirement to carry, for the duration of the Construction Project, the following insurance:

(1) Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) per occurrence for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, an aggregate limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period, with the DOT being named an additional insured party;

Master Municipal Agreement for Construction Projects

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(2) Automobile Liability Insurance with respect to the operation of all motor vehicles, including those hired or borrowed, used in connection with the Construction Project, providing for a total limit of One Million Dollars (\$1,000,000) per occurrence for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, with the DOT being named an additional insured party. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000);

(3) Railroad Protective Liability Insurance (when the Construction Project requires work within fifty (50) feet of the railroad right-of-way or DOT-owned rail property), with coverage limits of not less than Two Million Dollars (\$2,000,000) per occurrence for all damages arising out of any one accident or occurrence in connection with bodily injury or death or injury to or destruction of property, and, subject to that limit per accident, an aggregate limit of Six Million Dollars (\$6,000,000) for all injuries to persons or property during the policy period, and with all entities falling within any of the following listed categories as named insured parties: (i) the owner of the railroad right-of-way, (ii) the owner of any railcar licensed or permitted to travel within that affected portion of railroad right-of-way, (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way, (iv) the DOT and (v) any other party with an insurable interest. If such insurance is required, the Municipality, Inspection Consultant, or subconsultant shall obtain and submit the minimum coverage indicated above to the DOT prior to the commencement of the work and shall maintain coverage until the work is accepted by the DOT;

(4) Valuable Papers Insurance Policy, with coverage maintained until the work has been completed and accepted by the DOT, and all original documents or data have been returned to the DOT, providing coverage in the amount of Fifty Thousand Dollars (\$50,000) regardless of the physical location of the insured items. This insurance will assure the DOT that all records, papers, statistics and other data or documents will be re-established, recreated or restored if made unavailable by fire, theft, or any other cause. The Municipality, the Inspection Consultant, Consulting Engineer, or subconsultant, as applicable, shall retain in its possession duplications of all products of its work under the contract if and when it is necessary for the originals to be removed from its work under the contract, and if and when necessary for the originals to be removed from its possession during the time that this policy is in force.

(5) Workers' Compensation Insurance, and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively; and

(6) Professional Liability Insurance for errors and omissions in the minimum amount of Two Million Dollars (\$2,000,000), with the appropriate and proper endorsement to its Professional Liability Policy to cover the Indemnification clause in this Master

Master Municipal Agreement for Construction Projects

Agreement as the same relates to negligent acts, errors or omissions in the work performed by the Municipality, Inspection Consultant, or subconsultant, as applicable. The Municipality, Inspection Consultant, or subconsultant may, at its election, obtain a policy containing a maximum Two Hundred Fifty Thousand Dollars (\$250,000) deductible clause, but if it should obtain a policy containing such a deductible clause the Municipality, Inspection Consultant, or subconsultant shall be liable, as stated above herein, to the extent of the deductible amount. The Municipality, Inspection Consultant, Consulting Engineer, or subconsultant shall, and shall continue this liability insurance coverage for a period of three (3) years from the date of acceptance of the completed design or work subject to the continued commercial availability of such insurance. It is understood that the above insurance may not include standard liability coverage for pollution or environmental impairment. However, the Municipality, Inspection Consultant, Consulting Engineer, or subconsultant shall acquire and maintain pollution and environmental impairment coverage as part of this Professional Liability Insurance, if such insurance is applicable to the work performed by the Municipality, Inspection Consultant, Consulting Engineer, or subconsultant under the PAL for the Construction Project

(c) In the event the Municipality, Prime Contractor, subcontractor, Inspection Consultant, Consulting Engineer, or subconsultant, as applicable, secures excess/umbrella liability insurance to meet the minimum coverage requirements for Commercial General Liability or Automobile Liability Insurance coverage, the DOT must be named as an additional insured on that policy.

15.2 Insurance Company Authorized Pursuant to State of Connecticut Law. For each Construction Project, the required insurance coverage of the types and minimum limits as required by the Master Agreement must be provided by an insurance company or companies, with each company, or if it is a subsidiary then its parent company, authorized, pursuant to the Connecticut General Statutes, to write insurance coverage in the State of Connecticut and/or in the state in which it, or in which the parent company, is domiciled. In either case, the company must be authorized to underwrite the specific line coverage. Solely with respect to work performed directly and exclusively by the Municipality, the Municipality may request that the DOT accept coverage provided under a municipal self-insurance program as more particularly described in section 15.6.

15.3 Certificate of Insurance. The Municipality shall provide to the DOT evidence of all required insurance coverages by submitting a Certificate of Insurance on the form(s) acceptable to the DOT fully executed by an insurance company or companies satisfactory to the DOT.

15.4 Copies of Policies. The Municipality shall produce, and require its Prime Contractor, any subcontractor, Inspection Consultant, Consulting Engineer, or any subconsultant, as applicable, to produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the DOT. In providing said policies, the Municipality, Prime Contractor, subcontractor, Inspection Consultant, Consulting Engineer, or subconsultant, as applicable may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of the PAL and the Master Agreement. The Municipality agrees to notify the DOT with at least thirty days prior notice of any cancellation or change in the insurance coverage

Master Municipal Agreement for Construction Projects

X

required under this Master Agreement.

15.5 Update to Minimum Insurance Limit Requirements. The Municipality acknowledges and agrees that the minimum insurance coverage limits set forth in this Master Agreement are subject to increase by the DOT, at its sole discretion, from time to time during the Term of this Master Agreement. The DOT will provide the Municipality with the updated minimum insurance coverage limit requirements as applicable to the particular Construction Project. Upon issuance of a PAL by the DOT, and submission of the Written Acknowledgment of the PAL by the Municipality, the Municipality agrees to shall comply with the updated minimum insurance coverage limit requirements as specified by the DOT for the particular Construction Project.

15.6 Self-insurance.

(a) With respect to activities performed directly and exclusively by the Municipality with Municipal forces or staff on a particular Construction Project, the Municipality may request that the DOT accept coverage provided under a self-insurance program in lieu of the specific insurance requirements set forth in section 15.1. The Municipality shall submit to the DOT a notarized statement, by an authorized representative:

- (1) certifying that the Municipality is self-insured;
- (2) describing its financial condition and self-insured funding mechanism;
- (3) specifying the process for filing a claim against the Municipality's self-insurance program, including the name, title and address of the person to be notified in the event of a claim; and
- (4) agreeing to indemnify, defend and save harmless the State of Connecticut, its officials, agents, and employees from all claims, suits, actions, damages, and costs of every name and description resulting from, or arising out of, activities performed by the Municipality under the PAL issued for the Construction Project.

(b) If requested by the DOT, the Municipality must provide any additional evidence of its status as a self-insured entity.

(c) If the DOT, in its sole discretion, determines that such self-insurance program is acceptable, then the Municipality shall assume any and all claims as a self-insured entity.

(d) If the DOT accepts a Municipality's particular self-insurance coverage, the Municipality will not be required to obtain from an insurance company the respective insurance requirement(s) displaced by that particular self-insurance coverage.

(e) If the DOT does not approve the Municipality's request to provide coverage under a self-insurance program for the particular activities, the Municipality must comply with the respective insurance requirement(s) stated in the Master Agreement, including but not limited to, the type of

Master Municipal Agreement for Construction Projects

coverage and minimum limits applicable to the coverage.

Article 16. Indemnification.

16.1 For the purposes of this Article, the following definitions apply.

(a) **Claims:** All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

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

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

(d) **State:** The State of Connecticut, including the DOT and any office, department, board, council, commission, institution or other agency or entity of the State.

16.2 With respect to Municipality-Administered Construction Projects, the Municipality agrees that it shall indemnify, defend and hold harmless, and it shall require the Municipality's Parties to indemnify, defend and save harmless, the State, and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with this Master Agreement and any PAL issued hereunder, including the acts of commission or omission (collectively, the "Acts") of the Municipality or the Municipality's Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts of the Municipality or the Municipality's Parties, or the Master Agreement and any PAL issued hereunder. The Municipality and the Municipality's Parties shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Municipality's and the Municipality's Parties' obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Municipality's or Municipality's Parties' bids, proposals or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of this Master Agreement or any PAL issued hereunder.

16.3 With respect to DOT-Administered Construction Projects, the Municipality agrees to indemnify and hold harmless the State, its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in

Master Municipal Agreement for Construction Projects



connection with this Master Agreement and any PAL issued hereunder, including the acts of commission or omission (collectively, the "Acts") of the Municipality or the Municipality's Parties; and (2) liabilities, damages, losses, costs, and expenses including but not limited to, attorneys' and other professionals' fees, arising directly or indirectly, in connection with Claims, Acts of the Municipality or the Municipalities Parties this Master Agreement, and any PAL issued hereunder, including but not limited to, design errors or omissions and failures to make necessary arrangements for utility work.

16.4 The Municipality and the Municipality's Parties shall not be responsible for indemnifying or holding the DOT harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

16.5 The Municipality and the Municipality's Parties shall reimburse the State for any and all damages to the real or personal property of the DOT caused by the Acts of the Municipality and the Municipality's Parties. The DOT shall give the Municipality and the Municipality's Parties reasonable notice of any such Claims.

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

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

16.8 This section shall survive the expiration or earlier termination of the Term or any PAL issued hereunder, shall apply to any extension of the Term of this Master Agreement, and shall not be limited by reason of any insurance coverage.

Article 17. Sovereign Immunity.

17.1 **No Waiver of the State's Immunities.** Nothing in this Master Agreement or any PAL issued hereunder shall be construed as a modification, compromise or waiver by the DOT of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the DOT or any of its officers and employees, which they may have had, now have or will have with respect to matters arising out of this Master Agreement. To the extent that this section conflicts with any other section, this section shall govern.

17.2 **Defense of Suits by the Municipality.** Nothing in this Agreement shall preclude the

Master Municipal Agreement for Construction Projects

Municipality from asserting its Governmental Immunity rights in the defense of third party claims. The Municipality's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the DOT, at law or in equity, under this Agreement, including, but not limited to, those relating to damages.

Article 18. Governing Law. The Parties deem the Master Agreement to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Master Agreement to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws.

To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the DOT, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Municipality waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding. Nothing contained in the terms or provisions of this Master Agreement shall be construed as waiving any of the rights of the DOT under the laws of the State of Connecticut. Nothing contained in this Master Agreement shall be construed as an agreement by the DOT to directly or indirectly obligate the DOT to creditors or employees of the Municipality or to the Municipality's Parties.

Article 19. Amendment. This Master Agreement may be amended by mutual written agreement signed by the authorized representative of each Party and approved by the Attorney General of the State of Connecticut, and upon receipt of any additional approvals required by law.

Article 20. Severability. If any provision of this Master Agreement or application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Master Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Master Agreement are severable.

Article 21. Waiver. The failure on the part of the DOT to enforce any covenant or provision herein contained does not waive the DOT's right to enforce such covenant or provision, unless set forth in writing. The waiver by the DOT of any right under this Master Agreement or any PAL, unless in writing, shall not discharge or invalidate such covenant or provision or affect the right of the DOT to enforce the same.

Article 22. Remedies are nonexclusive. No right, power, remedy or privilege of the DOT shall be construed as being exhausted or discharged by the exercise thereof in one or more instances, and it is agreed that each and all of said rights, powers, remedies or privileges shall be deemed cumulative and additional and not in lieu or exclusive of any other right, power, remedy or privilege available to the DOT at law or in equity.

Article 23. Entire Agreement. This Master Agreement constitutes, when fully executed and approved as indicated, the entire agreement between the parties and shall supersede all previous

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Master Municipal Agreement for Construction Projects

communications, representations, or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto.

Master Municipal Agreement for Construction Projects

[Handwritten mark]

The parties have executed this Master Agreement by their duly authorized representatives on the day and year indicated, with full knowledge of and agreement with its terms and conditions.

STATE OF CONNECTICUT
Department of Transportation
James Redeker, Commissioner

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

Date: _____

TOWN OF MANSFIELD

By _____
Mr. Matthew Hart
Town Manager

Date: _____

*

Schedule A
PAL Template

[Addressee - Designated Municipal Official]

Local Roads

Dear [Addressee - Designated Municipal Official]:

Subject: Project Authorization Letter
For the [Project Description] (Construction Project)

State Project No.
Federal Project No.
Master Agreement No.

On [date] the State of Connecticut, Department of Transportation (DOT) and the [City/Town] of [NAME OF CITY/TOWN] (Municipality) entered into the Master Municipal Agreement for Construction Projects (Master Agreement) noted above. This Project Authorization Letter (PAL) is issued pursuant to the Master Agreement. The capitalized terms used in this PAL are the same as those used in the Master Agreement.

The [DOT/Municipality] is responsible for the Administration of the Construction Project.

The Construction Project is to provide [ENTER DESCRIPTION], beginning at a point [] and ending at [], a distance of [] feet.

Funding for the Construction Project is provided under [identify the Federal and or State program and associated funding ratio between F/S/T] and payment will be on a reimbursement basis. The maximum reimbursement to the Municipality under this PAL is \$[ENTER AMOUNT] dollars. In addition, any reimbursement for actual expenditures will be in accordance with the terms of the Master Agreement. Costs contained in this PAL shall not be exceeded without first obtaining written permission from the DOT. Attached is an estimated engineering cost break down for construction project activities. A Demand Deposit in the amount of \$[ENTER AMOUNT] dollars is due the DOT for [identify the purpose of the deposit, i.e. their share of DOT costs, non-federal cost of sidewalks etc.]

This Construction Project has been assigned a [ENTER CORRECT DESIGNATION DBE/SBE/SBPPP] goal of []% and the Municipality shall comply with the requirements pertaining to the goal as stipulated in the Master Agreement.

[For Municipality-Administered Construction Projects ADD: The issuance of the PAL itself is not an authorization for the Municipality to begin performing work with respect to the Construction Project. The Municipality may advance or begin work on the Construction Project only after it has received from the DOT an Authorization to Award Notice.]

[enter to:]

[enter date:]

Please indicate your concurrence with the PAL by signing below on or before [date] and returning a copy to the DOT's Authorized Representative. Submission of the Written Acknowledgement of the PAL by facsimile or electronic transmission is acceptable. The Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Construction Project.

If you have any questions please contact [Mr./Ms.], the Project Manager at (860) 594-[xxxx].

Very truly yours,

Authorized DOT Representative

Concurred By _____ Date _____

Print Name:

Designated Municipal Official

~~1~~

PAL ATTACHMENT
STATE PROJECT NO. XXX
FEDERAL PROJECT NO. XXXX
ESTIMATED Construction COSTS

A. Contract Items and Contingencies	\$
B. Incidentals to Construction-Municipal Services	\$
C. Extra Work Allowance-Municipal Services (+/-10% of B)	\$
D. Total Municipal Cost (A+B+C)	\$
E. Incidentals to Construction-DOT Materials Testing	\$
F. Incidentals to Construction-DOT Administrative Oversight	\$
G. Incidentals to Construction-DOT Audits	\$
H. Extra Work Allowance by DOT Forces (+/-10% of E+F+G)	\$
I. Total Incidentals to Construction-DOT (E+F+G+H)	\$
J. Total Construction Cost (D+I)	\$
K. Federal Proportionate Share of the Total Construction Cost (X% of J)	\$
L. DOT Proportionate Share of the Total Construction Cost (X% of J)	\$
M. Maximum Amount of Reimbursement to the Municipality (100% of D)	\$
N. Demand Deposit Required from the Municipality	\$

(NOTE: Depending on the federal program the cost sharing between the parties will vary and this attachment will be adjusted accordingly by the initiating unit.)



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *Matt*
CC: Maria Capriola, Assistant Town Manager;
 Lon Hultgren, Director of Public Works
Date: April 22, 2013
Re: Proclamation Designating May as Bike Month in Mansfield

Subject Matter/Background

Mansfield has spent the last several decades improving its bicycle infrastructure. With a little more work in the areas of enforcement, education and encouragement Mansfield would be eligible to be designated a "Bicycle Friendly Community" (BFC) by the League of American Bicyclists (there are approximately 240 BFC's in the country to date – two in Connecticut – Simsbury and South Windsor). Staff is now engaged in working to make Mansfield a Bicycle Friendly Community, the designation of which we hope to secure in the near future. The next application deadline is July 16, 2013.

Part of becoming a bicycle friendly community involves promoting bicycle safety and bicycle awareness in the Town ("encouragement" is one of the five "E's" in the program designation: engineering, education, enforcement, evaluation and encouragement – see the attached article). Adopting the attached proclamation would help to advance this goal.

Recommendation

Staff recommends that the Council authorize Mayor Paterson to issue the attached proclamation.

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

Move, effective April 22, 2013, to authorize the Mayor to issue the attached Proclamation Designating May as Bike Month in Mansfield.

Attachments

- 1) Article: "BFA Anniversary" (from American Bicyclist magazine)
- 2) Proclamation Designating May as Bike Month in Mansfield

We're celebrating its official 10-year anniversary this month, but the Bicycle Friendly America program is an idea almost 20 years in the making. Long before it was a program helping businesses like Facebook, universities like Yale and communities like New York City become better places to ride, the BFA program was brewing in the mind of League member and volunteer, Wayne Byrd.

For Byrd, the Bicycle Friendly Community (BFC) concept was a combination of his two passions. Byrd had his second date with wife, Anne, on a bike and worked as a public servant and elected official in Overland Park, Kan., for more than 16 years. In 1993, he was inspired by the Arbor Day Foundation's Tree City program. "As an avid bicyclist," he says, "I wondered why there wasn't a similar program to encourage safer bicycling in urban and suburban areas." So Byrd set out to create that program — an initiative that would recognize communities that were making strides for bicyclists and create clear criteria for others looking to get on the path to better biking.

After Byrd developed the outline of the first BFC program, he knew he wanted to join forces with an established organization. "I felt compelled to write to the League's Executive Director, Gil Clark, to say that the organization's focus for the next few years should be at the state and local level," Byrd recalls. After just a few meetings, the idea was well on its way to becoming one of the League's signature programs — and a transformative tool for bicycling nationwide.

Not surprising, Byrd's hometown of Overland Park became the first BFC in 1995 and, over the next seven years, another 58 cities became BFCs, too. In its early days, the program was run almost entirely by dedicated volunteers and League members and the BFC application during boiled down to four basic questions:

1. Does your community have a bike plan?
2. Does your community spend \$1 per capita per year on bike facilities?

3. Have you proclaimed May as National Bike Month?

4. Does your community have a dedicated bike advisory committee?

Before the program hit the 10-year mark, the League was eager to expand the innovative idea. In fact, refining Byrd's original idea was the reason current League president, Andy Clarke, came on staff. While still working for the Pedestrian and Bicycle Information Center, Clarke was a member of a task force convened in 2002 to revamp the BFC program. He was soon hired as League staff, and supervising the BFC program was one of his top tasks.

In 2003, with the support of partners like the Robert Wood Johnson Foundation and Bikes Belong, the League developed the key pillars of the program that exists today: the 5 Es. By focusing on engineering, education, encouragement, enforcement, and evaluation, the five Es not only gave communities a flexible rubric that recognized every city's unique characteristics and strengths, but also opened the door to new innovations.

Right from the outset, the challenge was clear: How would the program develop criteria that continue to push officials in cities already deemed bicycle friendly without intimidating communities new to the cycling family? "The BFA program has always been focused on being constructive," Clarke says. "We made sure it was developed to highlight a community's successes not to punish or embarrass them. We knew we wanted to be more inspirational."

By 2008, the successful update of the BFC program had led to hundreds of applications nationwide — and businesses wanted in on the action. "The Bicycle Friendly Business program really came from us getting calls from companies looking for a tool similar to the BFC program to engage their employees, customers and communities," says Bill Nesper, Director of the BFA program. That same



Wayne Bird

year, a team of state bike coordinators came together to develop a questionnaire to rank every state — and the Bicycle Friendly State program was born. Three years after that, in 2011, the League added the Bicycle Friendly University program, helping colleges put students on the bike path to life-long health.

The key pillars of the program that exist today are the 5 Es: Engineering, Education, Encouragement, Enforcement, and Evaluation.

While the program has matured into a time-tested asset, the League is developing yet another way to recognize community cycling excellence. On the 10-year anniversary of the revamped program, the League has launched the new Diamond designation that will lead U.S. cities to international status. (*Read all about it on page 12*).

Back in Overland Park, Kan., Wayne Byrd is grateful that he can roll out of his driveway and ride safely to a dedicated trail. But he's also grateful to have found a national partner that could realize his vision of making every community a safe place to ride. "Giving up ownership is how you get support but if done wrong can result in a train wreck," he says. "Luckily I made the right decision with the League and have been pleasantly surprised with the results."



Town of Mansfield
Proclamation Designating May as Bike Month in Mansfield

WHEREAS, the Town of Mansfield has for three decades been promoting and supporting travel by bicycle; and

WHEREAS, the Town has established many miles of signed bike routes, bicycle and pedestrian paths, bike route maps, held an annual "Tour de Mansfield", and is now building a transportation center which will include a bicycle commuting center; and

WHEREAS, the Town recognizes that bicycle use benefits the heart and lungs, lowers blood pressure and helps control weight, and that cyclists are more alert, less prone to stress and take fewer sick days than sedentary people; and

WHEREAS, the Town further recognizes that every driver that leaves his/her car at home reduces air and noise pollution, congestion and parking demand;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and the Mansfield Town Council that I, Elizabeth C. Paterson of the Town of Mansfield, do hereby proclaim May as Bike Month in Mansfield and encourage all citizens to utilize their bicycles and the Town's bicycle facilities to the maximum in this month.

Elizabeth C. Paterson
Mayor, Town of Mansfield
April 22, 2013

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *Matt*
CC: Maria Capriola, Assistant Town Manager; Cynthia van Zelm, Executive Director, Mansfield Downtown Partnership
Date: April 22, 2013
Re: Reappointment to the Mansfield Downtown Partnership Board of Directors

Subject Matter/Background

Councilor Christopher Paulhus has expressed an interest in continuing his service on the Mansfield Downtown Partnership Board of Directors. If reappointed, Councilor Paulhus would serve as one of four Mansfield representatives to the Partnership's Board of Directors. The other three municipal representatives are Mayor Paterson, Deputy Mayor Moran and me.

Recommendation

The following motion is suggested for your consideration:

Move, to reappoint Councilor Christopher Paulhus to the Board of Directors of the Mansfield Downtown Partnership, for a term commencing on July 1, 2013 and expiring on June 30, 2016.

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**MANSFIELD DOWNTOWN PARTNERSHIP
PLANNING AND DESIGN COMMITTEE
Community Center Community Room**

Tuesday, February 19, 2013

MINUTES

Members: Steve Bacon, Paul Aho, Laurie Best (by Skype), Karla Fox, Manny Haidous, Jon Hand, Frank McNabb, Peter Millman, Ruth Moynihan

Staff: Cynthia van Zelm

Guests: Steve Duffy, VP Architectural Design, Purchasing Services; Tom Hayden, Director of RE; Chuck Coler, Job Captain; Tana Horton, Drafter – all with Price Chopper; Ed Pepin, Principal with Pepin Associates; Lou Marquet with LeylandAlliance; Geoff Fitzgerald, Manager, Civil Engineering; Hans Schuurmans, Senior Project Manager; Andy Graves, Senior Project Architect; Jennifer Usher, Project Manager - all with BL Companies; Linda Painter, Mansfield Director of Planning and Development

1. Call to Order

Chair Steve Bacon called the meeting to order at 5:05 pm. The Committee, staff and guests introduced themselves.

2. Public Comment

There was no public comment.

3. Approval of Minutes from November 20, 2012

Frank McNabb made a motion to approve the November 20, 2012 minutes. Jon Hand seconded the motion. The motion was approved.

4. Review of DRAFT Zoning Permit Applications for Market Area, and TS-3 (Town Square) Building, and Next Steps

Mr. Bacon said the LeylandAlliance team had filed an application with the Planning and Zoning Commission to modify the Storrs Center Special Design District to allow for the plan for the grocery store and a 5,000 square foot building in the market area. The change was approved by the Planning and Zoning Commission this past fall.

The next step is to get a zoning permit for the market area buildings and site and for the TS-3 building. If the Committee is satisfied with the plans, it can make a recommendation to the full Partnership Board to that effect. The goal is to have a public hearing in mid to late March.

Lou Marquet said there has been a good deal of effort put into these plans and the team is proud of the site work proposed to integrate the grocery store into the rest of Storrs Center.

Steve Duffy from Price Chopper recognized Chuck and Tana from Price Chopper. He went through a 3-D model of the grocery store and site through a Power Point presentation. He said the design has evolved and they, too, are anxious to have the design be integrated into the community. The design for Storrs Center reflects the evolution of Price Chopper as it moves into more environmentally oriented stores in dense areas. Their Saratoga Springs store was a start. Mr. Duffy encouraged questions throughout the presentation.

Mr. Hand asked what the size is of this Price Chopper as compared to other Price Choppers. Mr. Duffy said it is smaller than a typical Price Chopper. The one on Mansfield will be 31,000 square feet. Their average store ranges from 40,000 to 45,000 square feet. The Price Chopper in Vernon is 95,000 square feet.

Mr. Duffy noted the pedestrian connection to Town Hall. He said there will be an outdoor area which will also include some produce.

Mr. Hand asked if there will be an area for bikes. Mr. Duffy replied in the affirmative.

Mr. Duffy said that all of Price Chopper's new stores will be LEED certified. He said the goal is to achieve LEED-Silver status in Mansfield. The project will also follow the Storrs Center Sustainability Guidelines.

Andy Graves arrived.

Mr. Duffy said the side of the store facing Storrs Road will have produce located there with windows above.

They created a tower element on the store to establish the store as an anchor.

Peter Millman said he appreciated the natural light. He asked how the harsh western light in the PM will be addressed. Mr. Duffy said they will have awnings and a shade system will be provided to control day-lighting in the produce area.

Mr. Millman asked if Price Chopper expects people within walking distance to bring their own carts. Mr. Duffy said they have not dealt with this scenario very often. He said the store will have two different size carts. Laurie Best said she uses a cart to access a grocery store near their condo in Australia and it works well.

Mr. Duffy said the seating area upstairs in the mezzanine will be approximately 900 square feet for approximately 50 people. A break room, restrooms and offices will also be located on the 2nd floor. He said there will be an elevator to the mezzanine.

He said there will be a Starbucks kiosk on the first floor. Starbucks has approved of this location.

Mr. McNabb asked if there will be anything plastered on the windows. Mr. Duffy replied in the negative. Will there be sandwich boards? Mr. Duffy said they would like to have sandwich boards if they are allowed.

Chuck Coler said there will be a transformer on the side of the building that will be hidden from public view. The gates to the transformer and utilities will be integrated into the architecture. Lou Marquet said the transformer may move slightly.

Mr. Duffy said Price Chopper will have loading in the back from Wilbur Cross Way (formerly known as Village Street).

Mr. Duffy said there will be a landscaping buffer in between Price Chopper and the Haidous building. Geoff Fitzgerald said that head-on parking spaces will be available in the Haidous lot adjacent to the Price Chopper.

Mr. Millman asked if pedestrians will be able to walk from Wilbur Cross Way between Price Chopper and the Haidous building. Mr. Marquet said this will strongly be discouraged through design as he is concerned about safety as trucks will be active in this area. Mr. Fitzgerald and Mr. Duffy said there will be stairs from Wilbur Cross Way that leads people through the front of Price Chopper.

In response to a question from Manny Haidous, Mr. Duffy said deliveries will be on a schedule to avoid disruption as much as possible. There is only one loading dock. There will not be a lining up of tractor trailer trucks. Mr. Fitzgerald said trucks will be directed to enter and exit Wilbur Cross Way from Charles Smith Way (formerly known as Post Office Road). Daily Deliveries (DSD) will occur around the loading area by smaller format trucks for bread, soda, etc. These typically occur in the morning and are unscheduled.

Mr. McNabb asked about snow removal. Mr. Duffy said they will pile it on-site or move it off-site if there is too much snow.

Mr. Millman asked about plantings on Wilbur Cross Way. Mr. Fitzgerald said there will be a 10 foot wide planting strip between the grocery store building and the sidewalk. Mr. Marquet said the residents in the Courtyard Condos wanted a softer screening mechanism.

Hans Schuurmans arrived.

Andy Graves reviewed the 5,000 square foot building. He said this is an important corner as it signifies the entry into Storrs Center. It is important for the building to "hold" the corner. There is no back of building. The building is as vertical and symmetrical as possible. It will be single story but have daylight on the 2nd floor. Pergolas are planned to link it to the rest of the landscaping along Storrs Road in front of the parking for the grocery store. Mr. Hand and Mr. Millman asked if the pergolas could be put above the cornice. Mr. Graves said he could look into whether there could be more detail to the cornice by perhaps adding a capital.

Mr. Haidous asked where the loading would occur and Mr. Graves said it would likely be from the front of the building.

There was some discussion about how to manage parking in the lot in terms of people parking there that are utilizing other businesses. Ms. van Zelm said that as the property owner of this area, LeylandAlliance has signed a cooperative agreement with respect to an enforcement mechanism for parking. Tom Hayden said the parking will need to be properly signed to discourage outside parking.

Mr. Marquet said since there is not a tenant for the 5,000-square foot building; it will need to be built in a flexible manner. The slab will not be poured until a tenant is signed.

Ms. Painter left the meeting.

Mr. Fitzgerald and Mr. Graves reviewed the plans for the TS-3 building. Mr. Graves said it is zoned for 5 stories. The storefront will be glass and the current plan is to have 2 retail spaces on the first floor. It will be a four sided building.

Ruth Moynihan expressed concerns about the height of the building.

Mr. Bacon asked if the utility meters will be visible. Mr. Graves replied that they will be in a courtyard and will be screened. The loading zone will be along Royce Circle.

Karla Fox asked whether there will be handicapped spaces adjacent to this building. Mr. Fitzgerald said there are currently no handicapped spaces planned along this area; there are some planned in the angled spaces along Wilbur Cross Way. Typically, parallel spaces are not conducive to handicapped spaces because of the needed width and cut into the sidewalk. Mr. Marquet said an accessible van would be better parking in the parking garage or the lot as the space is safer and can be configured more easily. He noted that the garage is fairly close to the TS-3 building. Cynthia van Zelm said she wanted to pursue this further and will discuss with the Town staff.

Mr. Hand and Ms. Moynihan left the meeting.

Mr. Graves said the four stories above will house 92 apartments. He said that two units on each floor will have dining areas. Mr. Millman asked if there will be any condos in this building and Mr. Marquet replied in the negative. Mr. Marquet said the for sale housing market continues to receive attention and needs more study.

Paul Aho asked when the construction will start on this building. Mr. Marquet hopes it will start in June and open in summer 2014.

Mr. Haidous asked how ice will be handled with this building as there have been some issues in Phase 1A. Mr. Graves said this building will have a limited metal roof. Many snow and ice guards will be incorporated into the building.

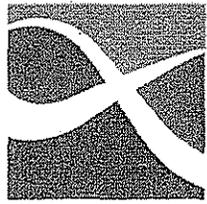
Mr. Graves said the team will come back with color palettes and material boards at a future meeting.

Ms. Fox made a motion to recommend to the Partnership Board approval of the plans for the Market Area (buildings and site) and TS-3 building with the condition that color palettes and finishes be approved by the Committee at a later date. Mr. Millman seconded the motion. The motion was approved.

5. Adjourn

The meeting adjourned at 7:15 pm.

Minutes prepared by Cynthia van Zelm



Mansfield Tomorrow

OUR PLAN ► OUR FUTURE

Advisory Group Meeting
Tuesday, March 5th, 2013
6:30 – 8:30 pm
Mansfield Community Center, Community Room

Special Meeting Minutes

Advisory Group Members Present: Sara Anderson, Human Services Advisory Committee; Mark LaPlaca, Mansfield Board of Ed; John McGuire, Economic Development Commission; Toni Moran Deputy Mayor and Downtown Partnership; Nancy Tinker, Eastern CT State University; Al Cyr, Mansfield Agriculture Committee; Derek Rudd, Resident; Quentin Kessel, Conservation Commission; George Rawitscher, Resident; Winky Gordon, Resident; Tom Callahan, UConn; Meg Reich, Willimantic River Alliance; Susan Zito, Mansfield Resident; Michael Daniels, UConn Student Representative; Jeff Polhemus, Eastern Highlands Health District; Matthew Emery, Storrs Congregational Church; James Morrow, Open Space Preservation Committee; Sarah Accorsi, Zoning Board of Appeals; and Kevin Roberto, Vinton PTO. **Project Staff Present:** Larissa Brown, Goody Clancy; Linda Painter, Mansfield Director of Planning and Development; Jennifer Kaufman, Mansfield Tomorrow Project Manager; and Kelsey Sullivan, Mansfield Tomorrow Intern. **Guest Present:** Betty Wassmundt and Mirium Kurland.

1. The Meeting was Called to Order at 6:30pm
2. Jennifer Kaufman welcomed the attendees and gave background information on the Mansfield Tomorrow project
 - attendees were encouraged to spread the word to other town residents
 - attendees went around the room, introducing themselves and their group affiliation if they had one
 - Amy Kohn from Goody Clancy had prepared minutes from last month's meeting, there were no objections to the minutes and so they were accepted by the group
3. Larissa Brown: "Old Business"
 - A tentative first meeting schedule was proposed as the first Tuesday of the month from now through June 4th

- The second Tuesday of the month seemed more preferable for the group, although one member cannot make it and so the final meeting schedule has yet to be decided, Larissa will be following up with this
- Reviewed the three major components of Mansfield Tomorrow:
 - The process itself, initiating a dialogue about development visions for Mansfield
 - Creating an updated POCD
 - Supporting the new POCD with new land-use and subdivision policies
- Reviewed major themes of the January 30th Kick-Off event (the summary report is available on the Mansfield Tomorrow website)
- Provided a brief summary of Yellow Wood's Agricultural Forum on February 2nd, this report is also available on the website
- 4. Larissa Reviews Draft Agenda for this Saturday's event (Community Forum)
 - Attendees will participate in visioning exercises
 - Will be asked for personal visions
 - Will be asked to appraise the Vision Statements from the Mansfield 2020 plan
 - Workshop will also review development areas, as outlined in the 2006 POCD
 - Attendees will be broken up for small group discussion
- 5. Larissa presents town status in regard to housing, transportation, and economy:
 - Housing
 - Roughly 50% of residents live in "households"
 - A large demographic is aging affluent baby-boomers, a generational transition will be taking place over next 20 years
 - Mansfield's big building boom took place between 1950- 1980
 - Transportation
 - A large portion of residents – 82.4% - have two or more vehicles
 - 1.2% have no vehicles
 - there was a discussion about this unusually high percentage, it was speculated that this number may reflect graduate students who walk to their jobs on campus
 - Economy
 - The town's economic well-being is very dependent on UConn
 - Of jobs located in Mansfield, 56.2% of wages and salaries are in state government
 - Mansfield is displaying better economic performance and unemployment rates than surrounding areas
 - The town government is very dependent on state aid
 - Mansfield has a below-average percentage of taxable commercial/industrial property

- There was a discussion about the fact that the Mansfield 2020 plan was crafted before the economy crashed in late 2008, some of its goals or visions may no longer be viable
 - o Agricultural enterprises
 - There are 38 farms located in Mansfield
 - However, only 5 farms have farming as their primary occupation
- 6. Larissa reviewed concerns that the consulting team has heard about development thus far
 - Residents are concerned about UConn's various expansion plans
 - Members proposed that one issue to be addressed is the potential loss of state funding and how the town would cope
 - Members also proposed that the issue about schools should be touched upon (how to deal with rising costs and keeping facilities up-to-date)
 - o Larissa explained that this issue will likely be addressed in the Mansfield Tomorrow process, although the extremely technical details may be left out, as they may be lost on the general public
 - o School issues may be addressed within the new POCD or be a part of the discussion in the Economic Development or Housing focus groups
- 7. Larissa reviews the 2006 POCD
 - On Saturday there will be presentation and interactive activities conducted by other consultants (Farr Associates and PlaceMatters) to solicit feedback about development preferences
 - Members discussed what UConn's plans are for currently unused properties such as the Depot Campus and the Bergin Prison
 - o These plan will ultimately affect the town
 - o UConn representative Tom Callahan explained that plans for development exist, but the process is complicated because the site has decayed infrastructure and has been listed under National Register of Historic Places
- 8. Larissa asked for closing comments
- 9. Meeting was adjourned at 8:30pm

MANSFIELD DOWNTOWN PARTNERSHIP
ADVERTISING AND PROMOTION COMMITTEE

Meeting

Festival on the Green Subcommittee

Monday, April 1, 2013

5:00 pm

Minutes

Present: Tom Birkenholz, Rick Brosseau, and Kathy Hawkins

Staff: Kathleen Paterson

1. Call to order

Kathleen Paterson called the meeting to order at 5:08 pm in Chair Betsy Paterson's absence.

2. Public comment

There was no public comment.

3. Approve minutes of March 25, 2013

There was no quorum to approve the minutes.

4. Update on committee tasks

Activities: Ms. Paterson reported that she updated the application and informational letter for Mansfield businesses and organizations that would like to host activity booths. **She will post them to the Partnership's website and email past participants [Done].**

Art: Ms. Paterson reported that the Call to Artists and Prospectus had been mailed to local artists; emailed to UConn, ECSU, Community School of the Arts, and E. O. Smith; and posted to the Partnership's website. **She will send a press release regarding the Juried Art Show.**

Food: There was no update on food booths.

Music: Ms. Paterson reported that she and Rod Rock will continue to discuss options for the committee's review. Two groups that the committee had favored are no longer available on the date of the *Festival*.

Tom Birkenholz said he liked the idea of lively music because of the outdoor performance.

Kathy Hawkins said she thought bluegrass would fit the feel of the event and the season well.

Ms. Paterson will send video clips to the committee to review before the next meeting.

Parade: Mr. Birkenholz reported that he had drafted a "save the date" flyer for Parade participants but asked for some help with the graphics. **Ms. Hawkins will help Mr. Birkenholz with the flyer. Ms. Paterson will send Mr. Birkenholz some photos from the 2012 Parade.**

Mr. Birkenholz reviewed the Grand Marshal criteria and suggestions he had collected thus far. The group discussed possible honorees. The general consensus was to make a decision by the May meeting so that the Grand Marshal could be notified and could make sure the Parade is on his/her schedule.

Sponsors: There was no update on sponsors.

5. Distribution of Save the Date postcards

Ms. Paterson said that all of the cards had been distributed with the exception of those for the downtown businesses. **She will send the remaining postcards to the businesses.**

6. Discuss Celebrate Mansfield Weekend

Ms. Paterson provided a brief review of past schedules and the current tentative schedule.

Mr. Birkenholz suggested a car rally; **he will bring logistical and cost details to the next meeting.**

The committee discussed the merits of a paper brochure to promote Celebrate Mansfield Weekend (CMW); the general consensus was to skip the brochure due to costs and to include CMW information on the *Festival* flyer.

7. Adjourn

The meeting adjourned at 6:00 pm.

Minutes prepared by Kathleen M. Paterson

**MANSFIELD DOWNTOWN PARTNERSHIP
ADVERTISING AND PROMOTION COMMITTEE**

Meeting

Festival on the Green Subcommittee

Monday, March 25, 2013

5:00 pm

Minutes

Present: Tom Birkenholz, Kim Bova, Janine Callahan, Kathy Hawkins, Betsy Paterson and Ilze Taylor
Staff: Cynthia van Zelm

1. Call to order

Chair Betsy Paterson called the meeting to order at 5:07 pm.

2. Public comment

There was no public comment.

3. Approve minutes of September 4, 2012; September 10, 2012; September 18, 2012; and March 4, 2013

Janine Callahan made a motion to approve the minutes of September 4, 2012; September 10, 2012; September 18, 2012; and March 4, 2013. Tom Birkenholz seconded the motion. The motion was approved.

4. Discuss Celebrate Mansfield Weekend

Kim Bova will check with her contact about equipment to have an outdoor movie on Friday. The Committee discussed walking the Storrs Center site at its next meeting on April 1 to see where a good area might be to have a movie. Ms. Callahan said photos should be taken as well.

Mr. Birkenholz also suggested an antique car event – either a show or a car caravan. **He will talk to his contact about the idea.**

Ms. van Zelm will follow-up with the date of the Grand Opening on the Saturday of the Celebrate Mansfield Weekend and ascertain what dignitaries can be available.

5. Updates on committee tasks

Activities: Ms. van Zelm said that Ms. Kathleen Paterson would be working on activities when she gets back.

Art: Ms. van Zelm reiterated that the Call to Artists had been sent to art mailing lists. **Ms. K. Paterson will be working with Kim Bova to reach out to local arts organizations and to UConn and ECSU as well as posting the information to the website.**

Ilze Taylor suggested the following possible ideas for children's activities: face painting, sidewalk chalk, painting pumpkins, a photo booth with Festival logo in the background whereby the photos could go in frames that the children create, paint rocks with sayings or art, and decorate carry-out bags.

In response to a question from Ms. Taylor, Ms. van Zelm said the Partnership could support these activities or a group that wants a booth could be encouraged to take on one of these activities.

Ms. Taylor will follow-up on the cost of a photo booth, and the cost of bags and art supplies to decorate bags. Mr. Birkenholz suggested that Professional Promotions in East Hartford might be a good resource.

Ms. van Zelm will send Ms. Taylor a list of the activities from last year.

Food: Ms. van Zelm said that Ms. K. Paterson will set up a time to meet with Ms. Callahan to review the process for recruiting and signing up food vendors.

Music: Ms. van Zelm asked for feedback on the potential music acts that had been presented by Ms. K. Paterson and Rod Rock by e-mail. By consensus, the Committee asked that Ms. van Zelm convey to Mr. Rock two groups they thought would be fun for the Festival (*done*).

Parade: Mr. Birkenholz will send a "Save the date" message to past Parade participants by April 8 by email.

The Committee discussed some potential Grand Marshals and will discuss further at a later meeting.

Sponsors:

Ms. van Zelm said a letter to potential sponsors will go out in May. The Committee suggested that the Storrs Center general contractor and new Storrs Center businesses also be solicited for sponsorship.

Mr. Birkenholz suggested that Committee members help with follow-up calls to potential sponsors once letters go out.

6. Distribute Save the Date postcards

Committee members had distributed all their postcards. Ms. K. Paterson will follow-up with Storrs Center businesses.

Ms. Callahan suggested that a postcard be placed on the bulletin board outside the Post Office.

7. Other

The Committee thought it would be good to recognize the ten year anniversary of the Festival. Ms. Bova suggested the theme of "10 Years Strong" and thought it could be added to the t-shirt.

Ms. Paterson said that John Armstrong, UConn Director of Off Campus Student Services, will be able to serve as a liaison with the Festival Committee and UConn. Ms. van Zelm will set up a meeting with Ms. B. Paterson, Ms. K. Paterson, Mr. Armstrong and Mr. Birkenholz.

The Committee again discussed the idea of a passport where someone visits businesses, receives a stamp, and then is entered into a drawing for a prize. This could be done as part of the Festival and/or separately. Ms. van Zelm said something similar was done with the Local First Mansfield project, with mixed results. **She will brainstorm with Ms. K. Paterson, and Ms. Paterson asked that it be included on the April 1 agenda.**

8. Adjourn

The meeting adjourned at 6:07 pm.

Minutes prepared by Cynthia van Zelm

Mansfield Community Playground Project
Meeting Minutes
Date: February 7, 2013

Present: Jean Johnson, Chad Rittenhouse, Sara Anderson, Julia DeLapp, Ellen Tulman,
Heather Bunnell, Kelly Zimmerman

Next Meeting: Thursday, March 14, 2013, Conference Rm B

- I. Minutes approved from January 2013 meeting
- II. Fundraising
 - a. Saturday at Winter Fun over \$900 was raised on sales (tiles, jewelry, Tshirts, etc). Very successful event for raising awareness & funds.
- III. Take Note! Concert scheduled for Sunday 2/10/13
(At this time of this writing – Concert was cancelled due to winter storm.
Plans will be made to reschedule.)
- IV. Egg Hunt is being planned for March 23, 2013 – Jean & Ellen to coordinate
 - a. Will be working with Kathleen & Kurt to make plans
 - b. Kelly has offered to approach owner of Sweet Emotions for donations
- V. Playground 5K is being planned for May 4, 2013- Sara is coordinating
- VI. Applebees Fundraiser is being planned for June 1, 2013 – Kelly is coordinating
- VII. Other Possible Fundraisers:
 - a. A ROTC student has approached Sara about doing a fundraising project
 - b. Evening of wine & art – Heather has a potential contact – possibly in June
 - c. Bake & Lemonade Sale – possibly in July
 - d. Representation at Storrs Farmer’s Market – Kelly has offered to make contact
- VIII. Fundraising website is almost ready to use. Using “Fundly” which will allow us to track contributions, setting goals, etc
- IX. A suggestion was made that we identify businesses where posters can be hung. Once list is established list can be used whenever posters are used.
- X. Children’s Committee – next meeting will be March 9, 2013 10-11:30
- XI. Julia & Sara will be on the Wayne Norman Radio Show on April 15, 2013.

Minutes prepared & respectfully submitted by Ellen Tulman on 2/11/13

Mansfield Community Playground Project
Meeting Minutes

Date: 3/14/2013

Present: Sara Anderson, Megan Huff, Kelly Zimmerman, Jean Johnson, Ellen Tulman,
Chad Rittenhouse, Julia DeLapp, Kathleen Krider

Next Meeting: Thursday April 11, 2013, 7:00 pm Conference Rm B

- I. February minutes approved
- II. Review of Town Council meeting that was conducted Monday 3/11/13
 - a. Application being submitted for a Small Cities grant
 - b. We will be looking for letters of support from key community organizations
- III. Fundraising Update
 - a. Ossen Family Foundation
 - i. Kathleen & Julia have been working on submitting grant to this foundation. It is a local philanthropic family foundation.
 - ii. A stipulation of this grant would be right to name playground the "Jeffery P Ossen Family Foundation Playground." All in attendance approved the use of this name.
 - b. 3 other possible grants are "in the works." An Eastern student will be working with Julia & Kathleen to write/submit these grants.
 - c. Linda & Maria (town planning office) are working to "make us fit" for the requirements for the HUD Small Cities grant
 - d. An EOSmith student (Genevieve) has requested the opportunity to sell her handmade bags at our functions. She would donate 20% of proceeds to playground. All in attendance approved this.
 - e. Sara will order reusable canvas bags with the playground logo on Fri 3/15/13.
 - f. Kelly has been in contact with organizers of Farmer's Market. We are hoping to have a presence at the outdoor market when it returns.
 - g. Fundly website is up and running. This website will help track contributions & allow individuals to sign up as fundraisers.
- IV. Upcoming Events
 - a. Eggstravaganza – Saturday March 30 1:00-3:30 pm
 - i. Jean & Ellen gave an update. (committee members will receive additional email re: needs & volunteering "opportunities")
 - b. One Book/One Read – Saturday April 20
 - i. Discussion was conducted about possibility of our having a presence there.
 - c. Mother's Day Give Away will be a Facebook activity & may include a cake & gift basket.
 - d. Fun Run – possible new date** June 8, 2013**

- e. Applebee's Flapjack Fundraiser – June 1, 2013
 - i. Detailed information that Sara & Kelly will review
 - f. Wine Tasting – date TBD, possibly in July. Heather has contacted a friend (Shauna) who has an art studio that will be used a venue.
 - g. Outdoor movie will not go forward, due to complications. Suggestion was made to inquire about a night at the Mansfield Drive In.
- V. Middle School Student Council update (Kelly has met with MMS students)
- a. MMS students will make a slide to show fundraising progress.
 - b. MMS students want to find ways to include all students & represent all 4 schools in playground

Minutes prepared & respectfully submitted by Ellen Tulman on 3/16/13



COMMITTEE ON COMMITTEES

March 15, 2013

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 15, 2013 meeting as presented. Motion passed unanimously.

4. COMMITTEE VACANCIES/APPLICATION

Mr. Shapiro moved and Mr. Paulhus seconded to recommend the appointment of Ed Hall to the Agriculture Committee as an alternate (Lombard) for a term ending 10/12/2014 and Wesley Bell to the full position (Stearns) for a term ending 10/12/2014, if amenable. Motion passed unanimously.

Mr. Paulhus moved and Mr. Shapiro seconded to recommend the appointment of Ed Neumann to the Four Corners Water and Sewer Advisory Committee. Motion passed unanimously.

Curt Vincente will be contacted to ascertain the willingness of current Recreation Advisory Committee to continue to serve.

Virginia Walton will be contacted to ascertain the willingness of current Solid Waste Advisory Committee to continue to serve.

Maria Capriola will ask Mr. Barry and Mr. Simpson if they are interested in continuing to serve on the Town Gown Committee

5. ADJOURNMENT

Mr. Paulhus moved and Mr. Shapiro seconded to adjourn the meeting at 8:45 a.m. Motion passed unanimously.

Mary Stanton, Mansfield Town Clerk

Sustainability Committee
Minutes of Meeting
March 7, 2013

Present: Lynn Stoddard, Bill Lennon, Rich Miller, Kristin Schwab, Paul Shapiro, Doug Goodstein (guest), Coleen Spurlock (guest), Miriam Kurland (guest), Quentin Kessel (guest), Jim Morrow (guest), Linda Painter (staff), Lon Hultgren (staff), Jennifer Kaufman (staff), Virginia Walton (staff), Larissa Brown (Goody Clancy), Leslie Oberholtzer (Goody Clancy), Michael Looney (Goody Clancy)

The meeting was called to order at 5:37.

The February 6, 2013 meeting minutes were accepted as amended on a motion by Schwab/Lennon.

Hultgren reported on the progress of applying to become a bike friendly community and member recruitment for an ad hoc bike advisory group.

The committee discussed whether the Town should participate in an Earth Hour City Challenge, sponsored by the World Wildlife Fund, where the municipality would shut off all non-essential lights for an hour at 8:30 pm on Saturday, March 23, 2013. Although the idea has merit if it is done on a weekday with UConn's cooperation, the committee thought that it would have little impact on a Saturday evening.

Michael Looney from the Goody Clancy consulting team reported that he interviewed 23 people as part of his assessment of the Town's permitting process. The permit process was generally viewed favorably by the interviewees.

Leslie Oberholtzer stated that the zoning regulations are good at stating its intention of sustainability but the ways to arrive at it (the metrics) are unclear. She noted some positive zoning elements such as shared parking and the Storrs center development.

The committee was asked to define sustainability for Mansfield and identify important sustainability goals for the Town. Schwab suggested that there should be tailored regulations that go to different districts to differentiate and give balance to the villages in town. The Storrs Road corridor should reflect the contrast passing through various areas of town. The connections with UConn make Mansfield a regional center. Energy efficiency, renewable energy, local self-reliance, mobility without a car, careful land use, business development that fits in with the community, respect for diverse ecological systems, consideration of economic policies that affect taxation, maintaining rural areas and villages, wise water policies, storm water capture, support for farming, support for mom and pop businesses, and consideration of the public realm versus private development were some of the sustainability goals mentioned.

Oberholtzer suggested that the committee use the STAR community rating system to help in its definition of sustainability in Mansfield. Oberholtzer has begun categorizing an initial assessment of Mansfield by land uses, building and neighborhood form, parking, equity and

access, complete streets, heat islands, tree canopy, energy, food production, waste, storm water, and water. Goody Clancy will develop an assessment with recommendations for the committee to review.

The meeting is adjourned at 8 pm.

Respectfully Submitted,

Virginia Walton

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

THURSDAY, FEBRUARY 28, 2013

3 PM

MINUTES

Present: Chair Harry Birkenruth, Phil Barry, Tom Callahan, Matt Hart, Toni Moran, Dave Pepin, and Bill Simpson

Staff: Cynthia van Zelm

Guest: Partnership relocation consultant Phil Michalowski with Milone & MacBroom by phone

1. Call to Order

Chair Harry Birkenruth called the meeting to order at 3:07 pm.

2. Relocation Claim Review

Phil Michalowski, the Partnership's relocation consultant from Milone & MacBroom, joined the Committee by phone to discuss the relocation claims from Body Language and Skora's. He reviewed the eligible moving expenses and eligible fit-out expenses (that which are re-establishment expenses). These are the final relocation claims. The Committee discussed the claims.

Dave Pepin made a motion to approve a relocation claim for \$27,065.27 for Body Language. Phil Barry seconded the motion. The motion was approved.

Bill Simpson made a motion to approve a relocation claim for \$38,624.72 for Skora's Barber & Styling Shop. Mr. Pepin seconded the motion. The motion was approved.

The Committee discussed the fact that relocation went smoothly and that many businesses either relocated to Storrs Center or stayed in Mansfield. Ms. van Zelm said that number is close to 70 percent. It will be important to convey that to the public.

Mr. Birkenruth and the Committee thanked Mr. Michalowski for his work on relocation over these many years.

Mr. Michalowski ended the conference call.

3. Continued Review of Partnership DRAFT FY2013/2014 Budget

The Committee made the following suggestions to the DRAFT FY2013/2014 budget: breakdown the items that would be funded under the Professional/Technical line; budget \$1,000 for Office Furniture; add 10 hours a week for Administrative Assistant; budget \$25,000 in contingency, partly to allow for potential merit increases for staff as determined by the Board of Directors. As proposed, the current overall budget of \$265,000 will remain unchanged from the past few years.

Mr. Hart said the Town share for the Partnership will now come from the Storrs Center Reserve which is money that has come in from Storrs Center.

4. Approval of Minutes from January 24, 2013

Toni Moran made a motion to approve the minutes from January 24, 2013. Bill Simpson seconded the motion. The motion passed.

5. Other

Mr. Birkenruth asked Ms. van Zelm to continue to look into quotes for revised Directors & Officers insurance coverage.

6. Adjourn

Ms. Moran made a motion to adjourn. Mr. Simpson seconded the motion. The meeting adjourned at 4:35 pm.

Minutes taken by Cynthia van Zelm

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Partnership\Committees\FinanceAdmin\Minutes\2013\FinanceCommMinutes022813.doc*



MANSFIELD ADVOCATES FOR CHILDREN
EXECUTIVE COUNCIL

MINUTES

Wednesday, March 13, 2013

2:00-3:30pm, Town Hall, Conference Room B

MEMBERS PRESENT: G. Bent (co-chair), A. Bladen, K. Grunwald (staff), K. Krider (staff), C. Guerreri, A. Vincent and S. Delia (staff)

WHAT (Topic)	DISCUSSION	OUTCOME
Call to Order	G. Bent called the meeting to order at 2:06 pm.	
Minutes	Review and approve Minutes of February 13, 2013	The February 13, 2013 Minutes are approved by consensus.
Consent Agenda	Kathleen Krider would like to add an item to New Business; Graustein mid-cycle Grant Application	
New Business	<p>Graustein Grant application – Discovery:</p> <ul style="list-style-type: none"> • As this is a mid-cycle grant application most of this grant has been filled out before. • The budget and revised budget will need to be added. • Sustainability will also need to be examined. <p>Resource Plan:</p> <ul style="list-style-type: none"> • Per Gloria Bent, the Health Team is looking at grant sources. • Kevin Grunwald suggested Hasbro and Stop and Shop of N.E. for grant funding. • Cindy Guerreri also suggested the Children's Fund and CHI and CHDI. • Successful Learner Team – Anne Bladen • Discussion of feedback from CAN. <p>List of Influence:</p> <ul style="list-style-type: none"> • MAC is working with CCEA and Bill Waite on marketing and branding. Bill has asked for a list of people and organizations that MAC needs to get their message to. • Cindy Guerreri mentioned again that there are free services available from the Early Childhood alliance for marketing and social media advice. 	Kathleen will look at sustainability issues

	<ul style="list-style-type: none"> The list includes pediatricians and family practices, Generations Health Care, elected officials like the Town Council and Board of Education as well as Rep. Gregg Haddad, Rep. Linda Orange and Senator Don Williams, a number of Uconn connections such as Susan Herbst, President, Rod Rock, Jorgensen, Brid Grant, Dean of School of Fine Arts, the new principal of Southeast, Storrs Center business, Festival on the Green, Faith Leaders, members of ARC, John Murphy, Senior Center and Cindy Dainton, Holiday Hill and the Hamlins, Big Y and Nuval Nutrition, the public school and the 3 elementary principals, the grandparent group through Youth Services, Janice Mills Mansfield Schools Food Service Director, EHHD, Mansfield Community Center, banks, EastConn, HDSF, CH? , Mike Kurland, Uconn Health Services, Public Library, League of Women Voters. 	
Adjournment	<p>The meeting adjourned at 3:30pm.</p> <p style="text-align: center;">Wednesday, April 3, 2013 5:00pm – 5:30pm Arrival and Dinner 5:30pm – 7:30pm MAC Meeting</p> <p>Next Executive Council meeting:</p> <p style="text-align: center;">Wednesday, April 8, 2013 2:00pm – 3:30pm At Town Hall in Conference Room B.</p> <p>Agenda topics: Please send to Kathleen at kriderk@mansfieldct.org</p> <p>Respectfully submitted,</p> <p>Sarah Delia Assistant to Early Childhood Services Coordinator</p>	

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

CAN

Collaborative Area Network
 Monday, March 11, 2013, 3:00pm
 Town Hall, Conference Room B

Minutes

Present: Deb Adamczyk, Kelly Allen, Anne Bladen, Susan Daley, Kathleen Krider, Rachel Leclerc, Avery Lenhart, Mary Jane Newman, Susan Rozelle, and Sarah Delia

Regrets: Lisa Dahn

<i>WHAT (Topic)</i>	<i>DISCUSSION</i>	<i>OUTCOME</i>
Call to Order	K. Krider called the meeting to order at 3:03 pm.	
Change to Agenda	K. Krider would like to add 2 items to New Business, the Quality Enhancement Grant and the Data Institute	
Minutes	Review and approval of 2/25/13 Minutes.	The Minutes of the February 25, 2013 Meeting were approved unanimously.
Old Business	<p>CAN Brochure: K. Krider provided members with a fourth draft of the CAN Brochure. Discussion took place regarding further revisions of the brochure.</p> <p>Comments included:</p> <ul style="list-style-type: none"> • The brochure looks nice and is easy to read. • Logos for each public school should be included. • The statement “by district” should be added next to the public school information. • Remove the quotes from the back of the brochure and add the MAC logo and CAN Mission Statement. • Add MAC results statement. • Straighthen text box on the front of the brochure. <p>Week of the Young Child – One Book Event, presented by Mary Jane Newman. The Week of the Young Child will be April 13 – 20.</p> <ul style="list-style-type: none"> • The display boards are complete, the QVCC students worked very hard on them and they look very nice. They are ready to be distributed. • The packets and books are ready to be distributed as well. • K. Krider will pick up the display boards and packets and will distribute to the 4 Centers, to Rachel for the public schools and to the home providers. 	<p>Rachel Leclerc will forward the public school logos to Kathleen and Sarah</p> <p>Rachel will find the CAN Mission Statement and forward to Kathleen and Sarah</p> <p>Kathleen will make the revisions to the brochure and present at the April CAN meeting.</p>

	<ul style="list-style-type: none"> • What should we do with the funds for the QEG; training teachers in assessments, paying for school credentials or support network for home care providers. • Math Assessment piece – training in assessments for certified teachers or any teachers? • The CPR Training will take all day. This is primarily for day care personnel. We will need to take into account the number of attendees for training session and will need to plan a training day. • For next year we will continue with the training category; other suggestions are math numeracy, benchmark assessments or more CPR/First Aid training. 	<p>Deb Adamczyk will bring in the Common Core Standards for Kindergarten.</p>
<p>Adjournment</p>	<p>The meeting adjourned at 4:15pm.</p> <p>Next CAN meeting: Monday, April 8, 2013 at 3:00PM</p> <p>Agenda topics: Please send to kriderk@mansfieldct.org</p> <p>Respectfully submitted,</p> <p>Sarah Delia Assistant to the Early Childhood Services Coordinator</p>	

APPROVED
Commission on Aging

Minutes of March 11, 2013

MEMBERS PRESENT: Will Bigl (2015), April Holinko (2014), Bettejane Karnes, Bev Korba (2014), Laurie McMorrow (2014), Don Nolan (2014), Joan Terry, (2013)
COMMUNITY REPRESENTATIVES: Estelle Elliot (Wright's Way), Marilyn Gerling (Glen Ridge), Emile Poirier (Jensen's), Martina Wharton (Juniper Hill)
STAFF: Cindy Dainton (Senior Ctr. Coord.), Kevin Grunwald (Dir. of Human Services)
ABSENT: Sam Gordon (2014)

April welcomed Bettejane Karnes as a new commission member.

Minutes: The minutes of the February 25 special meeting were approved as corrected.

Correspondence – There was no correspondence.

Assisted Living – April will call Steve LeGalt of Paradigm Healthcare Development to inquire about the status of his proposed independent living facility in southern Mansfield.

Wellness Center – Beth Hudson Hankins will increase her hours to ten per week in order to take on more responsibility.

Senior Center – Copies of the Senior Center report were distributed. Cindy explained that the Center is developing a questionnaire, based on the principles of account based responsibility, to assess the work done at the Center. Several new van drivers are being processed.

Community Information – Estelle Elliot was welcomed as a representative from Wrights Way. Emile, Marilyn and Martina all reported their communities are active and thriving.

New Business – Several of our commission members attended the February 25 meeting of the Town Council’s personnel committee. At that meeting the Town Manager said that he felt some reorganization of the vacant human services positions might be advantageous. After our commission members reviewed the minutes of the last two personnel committee meetings, we agreed it would be appropriate to both write a letter and speak the next personnel meeting March 18th. Will made a motion, seconded by Bettejane, that a letter be written regarding the hiring for the vacant positions and the fact that our commission has not been asked for input. The motion passed.

Members were encouraged to watch the film called Livable Communities that can be found at cga.ct.gov/coa

Kevin talked about the lack of handicapped parking spaces in downtown Storrs. The matter will be discussed at a Mansfield Traffic Authority meeting on March 12.

Old Business - April expressed the hope that we will be able to have some input with the Mansfield Tomorrow discussions.

Triad – Will described the classes that will be offered at the Senior Police Academy to be held at the Senior Center on Wednesday afternoons beginning April 5th. He encouraged us all to attend.

Respectfully submitted, Joan Terry, secretary

Next Meeting: April 8th

**Goals for the
Commission on Aging
2012-2013**

1. Monitor Mansfield's Long-Range Plan for seniors with a continued focus on priority issues of senior safety, information dissemination, senior center space needs and health care needs including changing federal benefit programs.
2. Continue to advocate for the installation of a bus shelter at the Route 275/Community Center bus stop.
3. Advocate for improvements to the local transportation system.
4. Encourage the Downtown Partnership to make the new Storrs downtown senior friendly.
5. Provide information regarding tax relief available to residents.
6. Monitor the development of an independent living/assisted living facility in Mansfield.
7. Support the hiring of a Senior Services Social Worker.
8. Support the implementation of the FoodShare program.

TOWN OF MANSFIELD
FINANCE COMMITTEE MEETING
MINUTES OF MARCH 11, 2013

Members Present: C. Schaefer (Acting Chair), D. Freudmann

Other Council Members Present: E. Paterson (ex-officio), P. Shapiro

Staff Present: M. Hart, C. Trahan, L. Hultgren, K. Rowley

1. Meeting called to order at 5:30pm.
2. Minutes from 01/14/13 meeting approved as amended.
3. Opportunity for Public Comment – Betty Wassmundt, Old Turnpike Road, expressed her concerns regarding the Agreement Between the Town of Mansfield and Regional School District #19 for Parking Lot and Grounds Maintenance Services. Attached is a copy of B. Wassmundt's communication to the Finance Committee.
4. Cherie Trahan provided an overview of the Quarterly Financial Statements Dated December 31, 2012 and answered questions from the Finance Committee.
5. Cherie provided an explanation of the proposed capital improvement program adjustments as outlined in her memo dated March 6, 2013 to Matt Hart. No additional General Fund funding is being requested at this time. All adjustments will flow through the Capital and Nonrecurring Fund.
6. Lon Hultgren briefly reviewed the history of the agreement between the Town of Mansfield and Regional School District #19 for parking lot and grounds maintenance services. Lon also reviewed how the fee was arrived at it. It was noted that Region 19 is proposing for the upcoming year to do their own grounds maintenance through their Agricultural Education program. Therefore, in the coming year, an agreement will be negotiated only for parking lot and plowing services.
7. Keri Rowley reviewed the proposed FY 2012/13 UConn and Willimantic water and sewer budgets. Keri and Lon answered various questions from the committee.
8. Adjournment. The meeting adjourned at 6:29pm.

Motions:

Motion to approve the January 14, 2013 minutes as amended by David Freudmann. Seconded by Carl Schaefer. Motion so passed.

Motion to recommend acceptance of the Quarterly Financial Statements dated December 31, 2012 by the Town Council by David Freudmann. Seconded by Carl Schaefer. Motion so passed.

Motion to recommend approval of the Proposed Capital Improvement Program Adjustments per the memo from Cherie Trahan to Matt Hart dated March 6, 2014 by the Town Council - by Carl Schaefer. Seconded by David Freudmann. Motion so passed.

Motion to recommend approval of the Proposed FY 2012/13 Water and Sewer Budgets by the Town Council (acting as WPCA) by David Freudmann. Seconded by Carl Schaefer. Motion so passed.

Motion to adjourn.

Respectfully Submitted,

Cherie Trahan, Director of Finance

ARTS ADVISORY COMMITTEE
Meeting of Tuesday, 05 March 2013
Mansfield Community Center (MCC) Conference Room

MINUTES

1. The meeting was **called to order** at 7:05p by Kim Bova. *Members present:* Kim Bova, Tom Bruhn, Scott Lehmann, David Vaughan. *Members absent:* Anke Finger. *Others present:* Jay O'Keefe (staff), Betsy Makuch.
2. The draft **minutes** of the meetings of 05 February 2013, 08 January 2013, and – finally! – 05 June 2012 were approved as written.
3. **Art for Town Hall.** Tom distributed a draft of “Guidelines for the acceptance of works of art by the Town of Mansfield” (attached), which aims to limit the Town’s commitment to donors (or would-be donors) of art for display in the Town Hall. Donations from a single artist would be limited to three, works must be in good condition and framed (or otherwise fully ready for display), the Committee would review proposed donations and make recommendations to the Town, acceptance by the Town of works would not require their display, and accepted works could be disposed of after five years. The Committee agreed that the proposed guidelines were very good and that, with the addition of a clause to the effect that the Town shall take reasonable care of donated works, they should be forwarded to the Town Manager for consideration by the Council. Tom left the meeting.
4. **Committee vacancies.** The Committee now has two vacancies. Betsy Makuch, who attended the meeting as an observer, may be interested in filling one of them. If so, she should send Jay a brief letter to this effect.
5. **Arts web-page.** Kim will ask Anke about progress on developing an arts web-page with links to what’s going on in local arts scene.
6. A link to the **art exhibit application form** should appear on the Committee’s web-page. The **Mansfield Library** isn’t getting any applications to exhibit art there, and difficulty in accessing the form may be part of the problem. Jay has sent an electronic copy of the Town’s art display policy to the Library. Scott observed that the Library could, with the approval of the Town Manager, form its own art exhibit review committee, which might speed up the approval process for the Library. Ms. Makuch mentioned a state-sponsored “Pop-up Art” program (which assembles artists for one-day shows) as something of possible interest to the Library.
7. **Art exhibit applications.**
 - a. The Committee approved **Lisa Yang**’s exhibit of photos in the MCC sitting room & hallway in the summer quarter (01 Jun to 15 Aug). Scott will let her know.
 - b. After viewing the photos (mostly portraits) that **Kim Bova** proposes to exhibit at the Mansfield Library, the Committee approved the exhibit, subject to its approval by the Library.
 - c. The **Festival on the Green** will utilize the display cases at the MCC from 08/15 to 10/14.
 - d. Kim will contact **Karen Enger** about organizing the now annual display of Mansfield elementary school art for 04/15 through 05/31 at the MCC. Jay mentioned that some art in last year’s exhibit had fallen off the hooks and wondered if framed works could be requested this year; Kim will ask about this.
 - e. Kim will ask **Peggy Church** to encourage Open Studio artists to apply to exhibit sculpture, ceramics, etc. in the MCC display cases.

Exhibit Period	Entry cases		Sitting room		Hallway	
	Double-sided	Shelves	Upper (5)	Lower (3)	Long (5)	Short (2)
01/15 – 04/15	<i>Michael Allison</i> (wooden bowls)		<i>Murray Wachman</i> (oils)			
04/15 – 05/31	<i>Mansfield School Art?</i>					
06/01 – 08/15				<i>Lisa Yang</i> (photos)		

8. **Adjourned** at 8:05p. Next meeting: 7:00p, Tuesday, 02 April 2013.

Scott Lehmann, Secretary, 11 March 2013; approved 02 April 2013.

**MANSFIELD DOWNTOWN PARTNERSHIP
EXECUTIVE COMMITTEE
SPECIAL MEETING
TOWN HALL – CONFERENCE ROOM B**

THURSDAY, JANUARY 3, 2013

1:00 PM

MINUTES

Present: Steve Bacon, Harry Birkenruth, Mike Kirk, Philip Lodewick, Frank McNabb, Betsy Paterson, Steve Rogers, and Kristin Schwab

Guest: Matt Hart

Staff: Cynthia van Zelm, John Zaccaro

1. Call to Order

Steve Bacon, Partnership Vice President, called the meeting to order at 1:04 pm.

Betsy Paterson made a motion to go into executive session pursuant to the applicable provisions of the Freedom of Information Act, particularly Connecticut General Statutes sections 1-200 (6) (E) and 1-210 (b) (5), to receive commercial or financial information not required by statute and given in confidence by the Storrs Center Master Developer's representatives. Kristin Schwab seconded the motion. The motion was approved.

2. Executive Session pursuant to Connecticut General Statutes sections 1-200 (6) (E) and 1-210 (b) (5)

Present: Mr. Bacon, Mr. Birkenruth, Mr. McNabb, Ms. Paterson, Mr. Rogers, Ms. Schwab

Also Present: Mr. Hart, Ms. van Zelm, Mr. Zaccaro

Steve Rogers arrived at 1:35 pm.

Philip Lodewick and Mike Kirk arrived at 2:30 pm after the Executive Session was concluded.

3. Approval of Minutes from December 6, 2012

Betsy Paterson made a motion to approve the December 6, 2012 minutes. Steve Bacon seconded the motion. Matt Hart abstained as he is not on the Committee. The motion was approved.

4. Review of Partnership Strategic Plan Goals

The Committee continued to discuss the Strategic Plan Goals and made some changes to the organization goal.

The Committee agreed that the main focus for the next three years should be on Storrs Center. The Committee agreed that there should be an advisory role in the Four Corners and King Hill Road planning but that it still needs to be defined. Mr. Lodewick suggested that feedback is needed from the Town and UConn on the Partnership's role in Four Corners and King Hill Road. Mr. Hart said the Mansfield Tomorrow process will help define that role. He suggested that the Town and UConn staff provide a presentation on Mansfield Tomorrow and the Tech Park for the Board or the Executive Committee.

The Committee also discussed reviewing the committee structure and staffing structure. Ms. van Zelm will send the current committee charges to Committee chairs for input. The goal will be for each committee to look at its current and projected future work. The Executive Committee will then review as a group.

Cynthia van Zelm said she will work with the Partnership's consultant Management Partners to put the Strategic Plan into a Word document with general goals.

5. Adjourn

Harry Birkenruth made a motion to adjourn. Ms. Schwab seconded the motion. The motion was approved and the meeting adjourned at 3:55 pm.

**MANSELD DOWNTOWN PARTNERSHIP
EXECUTIVE COMMITTEE
SPECIAL MEETING
TOWN HALL – CONFERENCE ROOM B**

WEDNESDAY, MARCH 6, 2013

2:30 PM

MINUTES

Present: Steve Bacon, Harry Birkenruth, Frank McNabb, Betsy Paterson, and Kristin Schwab

Guests: Matt Hart, Howard Kaufman with LeylandAlliance

Staff: Cynthia van Zelm, John Zaccaro

1. Call to Order

Steve Bacon, Partnership Vice President, called the meeting to order at 2:30 pm.

Betsy Paterson made a motion to go into executive session pursuant to the applicable provisions of the Freedom of Information Act, particularly Connecticut General Statutes sections 1-200 (6) (E) and 1-210 (b) (5), to receive commercial or financial information not required by statute and given in confidence by the Storrs Center Master Developer's representatives. Kristin Schwab seconded the motion. The motion was approved.

2. Executive Session pursuant to Connecticut General Statutes sections 1-200 (6) (E) and 1-210 (b) (5)

Present: Mr. Bacon, Mr. Birkenruth, Mr. McNabb, Ms. Paterson, Ms. Schwab

Also Present: Mr. Hart, Mr. Kaufman, Ms. van Zelm, Mr. Zaccaro

3. Approval of Minutes from January 3, 2013

Mr. Bacon left the meeting.

The Committee came out of Executive Session.

There was no quorum to approve the minutes.

4. Adjourn

Treasurer Schwab adjourned the meeting at 3:50 pm.



MANSFIELD ADVOCATES FOR CHILDREN
Wednesday, March 6, 2013
Council Chambers – Town Hall
MINUTES

Members Present: S. Anderson, F. Baruzzi, S. Delia (staff), V. Fry, G. Bent, M. LaPlaca, J. Goldman, C. Guerrerri, K. Krider (staff), R. Leclerc (staff), S. Rozelle, E. Soffer Roberts, J. Stoughton, A. Vincent, B. Waite, L. Young

Regrets: A. Bloom, MJ Newman,

Guests: Jill. Coghlan

<i>WHAT</i>	<i>DISCUSSION</i>	<i>OUTCOME</i>
CALL TO ORDER	G. Bent called the meeting to order at 5:35pm.	
CONSENT AGENDA	Approval of the Minutes of February 6, 2013 meeting.	<i>The February 6, 2013 Minutes were approved without changes.</i>
INTRODUCTION	K. Krider introduced Aviva Vincent who is the new United Way Collaborative Sponsor. Everyone introduced themselves to Aviva.	
TEAM UPDATES	<p>One Book: Lisa Young reported on the progress of the Committee:</p> <ul style="list-style-type: none"> • The One Book event will take place at the Mansfield Public Library on April 20 • The Library is providing a tent for the event. • QVCC students created display boards, they are ready for distribution to pre-school and kindergarten classrooms. • Kathleen Krider has been visiting the Home Providers in Mansfield and they are very excited about the One Book project and the accompanying packet of materials. <p>Playground Committee: Sara Anderson reported on the Playground Committee activities:</p> <ul style="list-style-type: none"> • The concert by the UConn acappella group "Take Note" has been re-scheduled for May 19 at 3:00pm. • The Committee is working on some grants to raise the money needed to build the community playground. • There will be an Eggztravaganza Event at the Community Center on Saturday, March 30 to raise money for the Playground. • The Children's Committee has been very active, 	

	<p>they are making posters to thank area businesses, planning a fundraiser for the summer – lemonade stand and bake sale, and they are also planning a fun run for later this year.</p> <p>School Readiness: Kathleen Krider reported:</p> <ul style="list-style-type: none"> • There is a meeting next week for the Unmet Needs Survey and Slot Allocation. • The budget line problem has been solved. 	
NEW BUSINESS	<ol style="list-style-type: none"> 1. Community Self-Assessment, moderated by Cindy Guerreri. Members discussed how to go about completing the Self-Assessment Tool. C. Guerreri agreed to moderate the discussion and whatever was not finished tonight, individuals would take home and complete on their own. The membership commenced filling out the Self-Assessment Tool and finished the entire process. 2. Stipends, Kathleen Krider reported that there is some money that was previously used for Parent Stipends still in the budget. She said that it was likely that the money would not be used in the current fiscal year. There is approximately \$4000, net fiscal year there will be \$3000. The membership has discussed using this money for Communications or marketing, but has not come to a definitive decision. When the funds are allocated, the budget will need to be updated. <p>There was a request that the MAC Executive Council Minutes be sent to the full MAC membership</p>	<p><i>S. Delia will send MAC Executive Council Minutes to the full MAC membership in the future.</i></p>
TEAM TIME	<ol style="list-style-type: none"> 1. Resource Plan, The membership split into groups to work on filling out the Resource Section of the Plan. The group re-convened. 	<p><i>Groups are asked to forward their completed Resource tables to Kathleen Krider.</i></p>
PARKING LOT	<ol style="list-style-type: none"> 1. Summer Lunch Program 2. Before/After School Care 	<p><i>Discussion on parking lot items is tabled because of time constraints.</i></p>
ADJOURN	<p>The meeting adjourned at 7:33pm.</p> <p>Next MAC Executive Council Meeting, Wednesday, March 13, 2013, 2:00pm – 3:30pm at Town Hall, Conference Room B..</p> <p>Next MAC Meeting, Wednesday, April 3, 2013.</p> <p>Agenda topics: Please send to Kathleen at kriderk@mansfieldct.org</p> <p>Respectfully submitted,</p> <p>Sarah Delia Assistant to the Early Childhood Services Coordinator</p>	

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

**Personnel Committee
Monday, March 18, 2013
Conference Room B, Beck Municipal Building**

Minutes - DRAFT

Members Present: Toni Moran (Deputy Mayor), Paul Shapiro

Other Council Members Present: Mayor Paterson, David Freudmann

Staff Present: Matt Hart, Town Manager, Maria Capriola, Assistant Town Manager

The meeting was called to order at 6:30 pm.

1. PUBLIC COMMENT

Linda Savage, Mansfield. Ms. Savage offered the opinion that if the Town decides to offer counseling services, not just case management, the senior services social worker and Human Services Director should be licensed.

April Holinko, Middle Turnpike Road. Ms. Holinko spoke on behalf of the Commission on Aging and its concern that staff has not met with them yet for feedback.

2. MINUTES

The minutes of February 25, 2013 were moved by Shapiro and seconded by Moran. The minutes were approved unanimously as presented.

3. HUMAN SERVICES OPEN POSITIONS

Human Services open positions were discussed. Staff was directed by the Committee to meet with a number of Committees supported by the Human Services Department to obtain feedback on service needs of their constituent groups.

Timing of recruitments was discussed. Staff was directed to hold off on filling open vacancies until data is gathered, analyzed, and discussed. The data will be used to help determine level and type of service provided by the Department. Types of data desired: number of clients served, age ranges of clients served, referral v. counseling needs of clients, other client needs, etc. The Committee wants to ensure services provided by the Department compliment, not duplicate services provided in the area by other organizations. Staff will bring data back to the Committee as well as recommendations regarding the pending recruitments.

The meeting adjourned at 7:15 pm.

Respectfully submitted,

Matthew W. Hart, Town Manager and Maria E. Capriola, Assistant Town Manager
Town of Mansfield

17 Southwood Road
Storrs, CT 06268
April 9, 2013

Dear Members of the Mansfield Town Council,

I would like to take a moment to clarify my remarks made last evening during the public hearing on the budget since many of you looked puzzled while I spoke. In the United States we pride ourselves on freedom of the press. I contrasted this with the creation of the newspaper *Izvestia*, the government-run newspaper that was founded around 1920 in the Union of Soviet Socialist Republics (USSR). The purpose of *Izvestia* was, and is, to shape and control the message provided to the people. In contrast there is no United States government-run or State of Connecticut produced newspaper. Nor should there be. Similarly, I see little place for a Town of Mansfield newspaper.

As I mentioned last evening, the Town Council meetings are broadcast live and subsequently available on-line. Moreover, the Town has its own website where it can publish all the information it wants to. Two local newspapers report on Town Council activities, with other local and state newspapers occasionally picking up a story as well. I note that the Town publishes a home-delivered quarterly booklet for the Community Center. Perhaps this publication could include a few pages dedicated to a Town Manager's report as well as selected highlights from the Town Council. This could be accomplished with little added expense to the taxpayer. In contrast, designing a new newspaper with a dedicated staff is costly and time-consuming. Given this financial reality, coupled with the fact that a town newspaper might be perceived as propaganda, it seems inappropriate to include dollars for a town newspaper in this year's already difficult budget.

The town's informational mailing to the public last March regarding the schools' project was clumsy and inaccurate. Similarly, throughout the investigation into the school building process, the Town Council failed to share complete information with the public regarding the spectrum of building options and their costs during Town Council meetings. Likewise, little information came forward from the Town Council or the Town Manager's office before or after the March 2011 agreement was signed concerning the Storrs Center development. In this regard, no effort was made to inform the public about the tax abatement. With this poor track record on sharing information, it is hard at this time to have confidence in the Council's or the Town Manager's commitment to full disclosure or a rich and transparent provision of information to the public in any new publication. One would have to see a significant change in the quality and depth of information provided by elected officials and town employees at public meetings, as well as on the town's web-site, before any justification could be made to spend taxpayer's dollars on any form of town publication.

I note that it troubles me that there is a clause in the Town Manager's agreement on the Storrs Downtown that protects from the public who the project's investors are. This is

not consistent with a sincere commitment to disclosure, a prerequisite for a meaningful town publication.

With regard to the Mansfield Independent News, I think they deserve a business award. This newspaper, a new bi-partisan business endeavor by two locals, has served important roles in town. It has greatly increased awareness and discussion concerning matters of town government and management, it has provided significant information to the public, and it has helped stimulate business for local business owners: I don't personally agree with all of the positions of the editor, however, I am deeply appreciative of the time that goes into covering Town Council meetings, all of the associated committee meetings, and Board of Education meetings as well. On top of this the editor has researched town records and documents as well as other documents that affect the town, such as research parks. Who else in Mansfield has ever done this? Moreover, all of this information has been packaged into a very accessible and well-designed paper and provided to 8,000 Mansfield residents. Who among you has had the initiative, the imagination, or the discipline to independently produce such a publication? Moreover, the paper has been successful at time when most newspapers are folding.

Significantly, the Mansfield Independent News has been a boon for local businesses. Every business that has advertised in it has enjoyed an up-tick in business with each issue. This is testimony to the paper's wide readership. As I mentioned last night, unfortunately, the Storrs Center has caused some local businesses to fail. In contrast, the Mansfield Independent News has enabled many to not only stay in business, but thrive. With this sort of contribution to the economic well being of Mansfield, why would the Town Council want to compete with this paper for advertising? The only answer can be that you don't like their message and that you want to control the news that goes to the public. This goes right back to my first point. Think *Izvestia*. Surely, the Council's current interest for a town newspaper has been fueled by the existence of the Mansfield Independent News. Is this a responsible reason, or way, to spend taxpayers' dollars when you can't even cover your education budget with appropriate funds?

I believe the Mansfield Independent News has promoted a greater sense of accountability within Town Council members and the Town Manager. This is a good thing. Moreover, I believe that not only has the public been better informed by the paper, but members of the Town Council as well. Thanks to the Mansfield Independent News, it is my impression that numerous Town Council members understand for the first time the consequences of the Storrs Center tax abatement. Likewise, the school building options and their financial consequences, became clearer to many Town Council members because of research and reporting by the newspaper. I am grateful to the editor and publisher for their dedication to open and transparent government along with keeping the public informed. For the record, their accuracy rate seems higher to me than that of the Chronicle, to which you offer very little criticism. Moreover, the Mansfield Independent News articles are far more comprehensive and informative than any copy produced by the Chronicle. The public can read and come to their own conclusions.

The town should stay out of the newspaper business and support freedom of the press.
Have confidence in your constituents to be intelligent readers and reflective thinkers who
are capable of forming their own opinion.

Sincerely,

Alison Hilding

A handwritten signature in cursive script, appearing to read "Alison Hilding". The signature is written in dark ink and is positioned below the printed name. There is a small, faint mark above the signature that looks like a number "7".

PAGE
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Sara-Ann Bourque

From: Matthew W. Hart
Sent: Wednesday, April 17, 2013 10:36 AM
To: Sara-Ann Bourque
Subject: FW: Support RCO

For Council and RCO packet

 Matt Hart
 Town Manager
 Town of Mansfield
 860-429-3336

All E-mails are for official Town business only and privacy should not be assumed. E-mails are public documents unless subject matter is protected by State or Federal Laws.

 Please consider the environment before printing this email.

From: Thomas Long [<mailto:thomaslongjr@gmail.com>]
Sent: Friday, March 29, 2013 8:35 AM
To: Town Council; Town Mngr; Elizabeth Paterson; Christopher R. Paulhus
Subject: Support RCO

I am writing to ask your support of a proposed responsible contractor ordinance (RCO) for our town.

The proposed RCO is fair, it's economically sound, and it's legal.

The RCO will establish the Town of Mansfield's commitment to fair labor practices, protecting unskilled, semi-skilled, and skilled labor in the construction business.

The RCO is economically sound. It will foster a living wage among local workers that is returned to the local economy in the form of the purchase of local goods and services (and will take some locally unemployed workers off public assistance). It will also discourage the kinds of shoddy work by unscrupulous contractors that Mansfield and UConn have observed over the past decade, shoddy contractor work that results in rework and cost overruns.

Finally, the RCO is legal. Connecticut municipalities already have an RCO in place, including Danbury, Middletown, New Britain, New Haven, Stamford, West Haven, and, of course, our neighbors in Killingly.

Because I want my tax dollars to ensure fairness and a more prosperous local economy, I ask your support for this ordinance.

--
 Tom Long
 14 Pollack Road
 Mansfield Center, CT 06250

www.thelongview.tv

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From: tulay luciano <tulayluciano@yahoo.com>
Sent: Monday, April 15, 2013 6:24 PM
To: Town Mngr; Town Council
Subject: Mansfield Minutes

Dear Mansfield Town Council Members:

I share the residents' concerns raised during the last council meeting that allocating \$15,000 and hiring a part-time worker for the town newspaper, *Mansfield Minutes*.

In such times as there is little money, it seems it is a waste and while all the information is available in the various free newsletters, it is redundant.

The allocated money could be spent in areas of need.

One of the best things, the town has done is broadcasting the council meetings and some other meetings online. I really enjoy it!

Let's leave it that way.

Tulay Luciano
808 Warrenville Road
Mansfield Ctr., 06250
860.429.6612

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Sara-Ann Bourque

From: Sara-Ann Bourque on behalf of Matthew W. Hart
Sent: Friday, April 12, 2013 9:30 AM
To: Sara-Ann Bourque
Subject: FW: UConn's best kept secret: 27 laws
Attachments: SB1094testimoniecccwmler.pdf

 Sara-Ann Chainé Bourque, MSOM
 Executive Assistant to the Town Manager
 Town of Mansfield
 860-429-3336, ext. 5

All E-mails are for official Town business only and privacy should not be assumed. E-mails are public documents unless subject matter is protected by State or Federal Laws.

From: tulay luciano [<mailto:tulayluciano@yahoo.com>]
Sent: Thursday, April 11, 2013 10:02 PM
To: Town Mngr; Town Council
Subject: Fw: UConn's best kept secret: 27 laws

----- Forwarded Message -----

From: tulay luciano <tulayluciano@yahoo.com>
To: Gregory Haddad <Gregory.Haddad@cga.ct.gov>
Cc: "Susan.Johnson@cga.ct.gov" <Susan.Johnson@cga.ct.gov>; Senator Don Williams <williams@senatedems.ct.gov>; "Linda.Orange@cga.ct.gov" <Linda.Orange@cga.ct.gov>
Sent: Thursday, April 11, 2013 6:43 PM
Subject: UConn's best kept secret: 27 laws

Dear Representative Haddad:

Thank you for your letter of March 12, 2013, in which you mention that your intention of establishing a regional water authority some undetermined day. Until this authority is established years from now, Mansfield residents are dealing with the fact that they are geographically, economically and biologically hitched to a very large publicly-owned water system in Storrs which is not regulated in accordance with 26 statutes that descend from 25-32(a), the basic water company statute.

Because your office is equipped to do so, and because UConn constantly speaks on behalf of Mansfield when in fact it has no right to— for example this statement that UConn employees Callahan and Miller published in the Courant: "The University of Connecticut and the town of Mansfield need additional reliable long-term sources of water" in the article titled

Expanding UConn Must Tap Fresh Water Supply

— I and my neighbors want you to tell us in writing *exactly* what the 26 statutory provisions are that state employee Miller cites in his testimony for SB1094 (2003) (p.2, par.4th); they are certainly the same ones that the Connecticut Water Works Assn. says are not enforceable upon publicly-owned water system in Storrs.

Attached please find Mr. Miller's and CWWA's testimonies to 1094(2003).

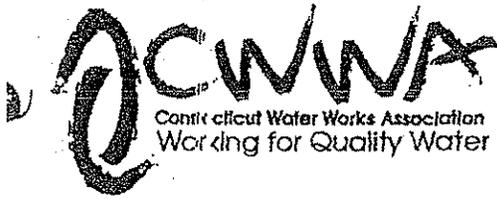
It is our right to know what those provisions are and how the absence of them is affecting us. It is both absurd and irresponsible to continue to rely on UConn press releases as the basis of truth for the complex economic and legal issues that UConn is forcing upon taxpayers; and the public is increasingly wondering why our elected officials put up with this noninformative reality.

Therefore I am requesting you to investigate and inform us what those 26 or 27 provisions are. Your legislative assistant can find them very easily. I trust you will be able to write the findings to me in a short time, perhaps within a week.

Respectfully,
Tulay Luciano
808 Warrenton Road
Mansfield Center, CT 06250
860.429.6612

cc:

Sen. Williams
Rep. Johnson
Rep. Orange
Attorney General Jepsen
Environment Committee
Higher Ed. & Employment Advancement Com.
Planning and Development Com.
Public Health Com.
Mansfield Town Council
Mansfield Conservation Commission
Windham Conservation Commission
The Chronicle
Hartford Courant
Mansfield Independent News
Norwich Bulletin
Manchester Journal Inquirer
Conn. Mirror
Conn. River Alliance
Willimantic River Alliance
Connecticut Fund for the Environment (CFE)
DEEP
Naubesatuck Watershed Council
League of Conservation Voters



002184

Connecticut Water Works Association (CWWA)

***SB-1094, An Act Concerning Water Quality and the University of
Connecticut***

Environment Committee

Public Hearing

March 28, 2003

The Connecticut Water Works Association, Inc. (CWWA) is an association of public water supply utilities serving more than 500,000 customers, or population of about 2½ million people, located throughout Connecticut. Membership in the Association is open to all Connecticut water utilities: investor-owned, municipal and regional authorities. There are currently 1 Tribal Nation, 28 publicly owned and 18 investor-owned water utilities in the Association. As purveyors of public water supplies, our members have an obligation to provide sufficient quantities of high-quality water at a reasonable cost to consumers of the communities served. As an association, CWWA and its members have a keen interest in laws and regulations that affect water utilities or supplies.

CWWA has concerns about SB-1094, which subjects The University of Connecticut at Storrs to certain drinking water supply protections.

Although we do not have a position on the bill as it pertains to the University of Connecticut specifically, we have serious concerns about the implications of amending the definition in 25-32a which relates to water companies when it is so universally applied in the statutes relating to the state Department of Public Health and others. There could very well be unintended consequences associated with this type of change inasmuch as the statute is referenced 27 times in other sections of the law.

We suggest that the committee address issues relative to the University of Connecticut in special legislation specific to it, rather than changing the references to 25-32 that apply to water companies.



Richard A. Miller - Director of Environmental Policy
University of Connecticut
Testimony to the Environment Committee
March 28, 2003

Senator Williams, Representative Widlitz, and members of the Environment Committee, my name is Richard A. Miller and I am Director of Environmental Policy at the University of Connecticut. The University has serious concerns regarding Raised Bill 1094, An Act Concerning Water Quality and the University of Connecticut. We respectfully request that the committee not act favorably on this proposal.

The University of Connecticut is not a water company; UConn is an educational, research, and public service institution. In 1967, the legislature acknowledge these facts when UConn and approximately 200 other public institutions in the State that provide drinking water to their employees, residents and visitors were not included in the definition of a water company under the Connecticut General Statutes (CGS) § 25-32a. On November 29, 2000, the Attorney General issued a formal opinion that supports this legislative intent. The opinion declared that since CGS § 25-32a did not specifically refer to the state or its agencies, the University of Connecticut is not a water company.

Notwithstanding this fact, the University is both legally obligated and institutionally committed to the responsible development of our campuses, the protection of the environment, and the maintenance of a high quality and adequate drinking water supply at our main campus. However, we are concerned that designating UConn a water company will have detrimental, even if unintended, consequences, including a devastating impact on UCONN 2000 and its recently enacted successor, 21st Century UConn.

These programs represent the General Assembly's and the Governor's long-term investment in the construction and renovation of University facilities, including the transformation of our campus at Storrs. UCONN 2000 has been extremely successful and continued support for 21st Century UConn is essential to achieving the goals and vision shared by the State and the University.

If UConn were deemed a water company, development on half of the main campus at Storrs, including the core campus west of Route 195 and University-owned land in the downtown Storrs business district, would be severely restricted. Under existing law, such a designation would impose broad land use prohibitions and stringent change-of-use permitting requirements on UConn's lands in a way that could derail many of the projects envisioned for the main campus under UCONN 2000 and 21st Century UConn. In fact, development could potentially be limited solely to improvements to our water supply system. This is because half of the campus falls within the largest drinking water supply watershed in Connecticut. (Not for the University's water supply wells but for

the Town of Windham's water supply reservoir eight miles downstream on the Fenton River.)

UConn operates a water supply system because there is no alternative source of water. No municipal, regional, or private water company provides service to the Storrs area. Since 1881, at our main campus in Storrs and the nearby Mansfield Depot campus, UConn's water supply system has evolved to meet the needs of a growing university because there is no other option for the University. Our water supply system serves 23,000 users, about 90% are from the University community and 10% are other users located in and around Storrs, including the Mansfield Town Hall, E.O. Smith High School, a state prison, and about 15 commercial and more than 100 residential users.

The regulatory framework created by CGS § 25-32a to restrict development on water company-owned lands is intended to apply to utility companies whose primary function is public water supply. This framework is not suited to a University whose mission is education, research, and outreach. While water companies acquire and manage their lands primarily to increase and protect water supply, UConn manages its lands primarily to fulfill its educational mission – serving approximately 25,000 students – and this necessarily includes the construction, renovation and improvement of academic and research buildings, student housing, and recreational facilities.

Water companies manage their lands to preserve the principal asset of their business: water supply. On the other hand, while we consider our water supply to be a precious and invaluable natural resource, the principal "assets" of the University are the students, faculty, and staff who ultimately determine the value of our educational, research, and outreach enterprises. These are some of the fundamental distinctions that argue against defining the University as a water company.

In addition, the University has identified 26 statutory provisions that cross-reference to the definition of a water company pursuant to Section 25-32a. These other provisions are all uniquely tailored to the water utility business and prescribe statutory requirements on dozens of topics ranging from asbestos to taxation. The unintended and, in some ways, unknown consequences that would result if these provisions applied to the University of Connecticut, further demonstrate that the water company designation is a bad fit for UConn.

It is important to note that the University of Connecticut is subject to many other federal and state environmental, public health, and land development requirements, for example:

- UConn must comply with state and federal air, water and waste laws and regulations, including permitting and reporting requirements.

- UConn's water supply system is regulated by the DPH for "adequacy and purity" (see section 25-32(a) CGS and section 19-13-B102 RCSA, Public Health Code).
- UConn files fully-compliant Water Supply Plans with DPH for agency review and approval – the most recent Plan was submitted in Oct. 1999 and was approved by DPH in May 2001.
- Environmental Impact Evaluations (EIEs) conducted under the Connecticut Environmental Policy Act (CEPA) for UConn construction projects provide the public and regulators with additional comprehensive environmental analyses and opportunity for scrutiny with respect to protection of water resources and reliability of drinking water supply.
- DEP recently approved the University's Level A map for the Fenton River wellfield, which covers an area that is currently maintained as traditional agricultural and undeveloped forested land. Except for the maintenance of appropriate agricultural facilities, the University will not develop this most sensitive area. This land would also be subject to the land use prohibitions and restrictions proposed in DEP's aquifer protection regulations.
- UConn is currently conducting a two-year instream flow study of the impacts on aquatic habitat in the Fenton River that could be caused by increased pumping of the University's Fenton River wellfield – our technical advisory group to this study includes state and local government agencies and environmental organizations.
- By law, any 21st Century UConn project must also be consistent with the State Plan of Conservation and Development (State C & D Plan).

The University anticipates that under the State C & D Plan, UConn's recently-approved Level A aquifer protection area, which encompasses several hundred acres on the Agricultural Campus east of Route 195, will be reclassified as a "Preservation Area." This classification would upgrade the state's conservation priority for the aquifer protection area. It means that development will be discouraged except to protect natural resources and preserve the unique agricultural heritage of those lands.

In addition to these existing statutory and regulatory requirements with which the University must comply, UConn conducts an inclusive land use planning process to develop and update its Master Plans for the conservation and development of University-owned property on the main campus and its outlying parcels. This Master Plan prescribes primary and secondary land uses for potentially developable parcels, similar to a municipal plan of conservation and development.

The lands in the vicinity of our wellfields at Storrs are already well-protected by the University's Outlying Parcels Master Plan. This plan recommends no development in the level A aquifer protection area, except maintenance of existing agricultural facilities and the continuation of forest management and environmental education activities.

Together the University's Master Planning process, the legislatively-mandated consistency of all 21st Century UConn projects with the State Plan of Conservation & Development, and the existing authority of DPH and DEP to regulate various aspects of our water supply system, provide an effective framework for protecting UConn's water supply lands. Therefore, SB 1094 proposes an unnecessary layer of regulatory requirements that would be inconsistent with the University's mission and which could jeopardize the continued success of the UCONN 2000 and 21st Century UConn building programs.

Thank you for this opportunity to testify.

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TOWN OF MANSFIELD
TOWN CLERK

Item #13



MARY STANTON, TOWN CLERK

AUDREY P. BECK BUILDING
4 SOUTH EAGLEVILLE ROAD
MANSFIELD, CT 06268-2599
(860) 429-3302

April 12, 2013

Arthur Smith
74 Mulberry Road
Mansfield, CT 06268
Sent via email

Dear Mr. Smith,

This is in response to your Freedom of Information request dated April 9, 2013 and received by this office on the same day. Based on that request you are seeking the following information:

- **A copy of the requests for qualifications sent to qualified firms with regards to water supply issues** – A copy of the Request for Qualifications for legal services relating to the Town of Mansfield water supply is available in the Town Clerk's office.
- **A copy of all correspondence, emails and notes related to how the term "qualified" was defined** – Except as defined in the aforementioned RFQ no additional documents exist which would fulfill this request.
- **A list of all firms and attorneys contacted to assist the Town with water supply issues as referenced in the April 8, 2013 Town Council Agenda** – A list of all firms and attorneys contacted to assist the Town with water supply issues is available in the Town Clerk's office. The RFQ was also posted on the Town's website.
- **Any and all additional information known to the Town regarding the water management qualifications of Attorney Paul Corey, Attorney Benjamin Rachliffe and Matthew Reeber** – A copy of the statement of qualifications provided by Pannone, Lopes, Devereaux & West LLC is available in the Town Clerk's office. This document includes profiles on Attorneys Corey and Reeber.

- **The names of any additional attorneys with the firm of Pannone, Lopes, Devereaux and West who are admitted to the bar in Connecticut – No documents listing additional lawyers who are admitted to the bar in Connecticut exist.**
- **A copy of the testimony provided to the Town Council at the April 8, 2013.** A copy of the verbal testimony is available on the Mansfield website for 31 days following the referenced meeting. Additionally, a copy of the meeting is available on DVD, if requested.
- **Any additional information (complete or drafts) the Town has concerning any legislative drafting the firm has accomplished in CT and/or releases from Connecticut Consent Decree Orders – No such documents exist.**

If you have any questions please do not hesitate to contact the office.

Sincerely,

Mary Stanton
Town Clerk

C: Town Manager Matt Hart
Assistant to the Town Manager Maria Capriola

Arthur A. Smith

Fax

TOWN COUNCIL

To: MEMBERS From: Arthur Smith

Tele: 860-429-3302 Page#: 2 pages to follow

Fax: 860-429-6863 Date: 04/11/2013

Re: CTFOIA Request CC:

Urgent For Review Please Comment Please Reply Please Recycle

© Comments: This facsimile may include confidential client/attorney information, should it be received in error, please call the telephone number above to make arrangements for its return.

Arthur A. Smith
74 Mulberry Road
Mansfield, CT 06250

April 11, 2013

Ms. Mary Stanton, Town Clerk
and Town Council Members (also sent via facsimile 860-429-6863)
Audrey P. Beck Municipal Building
4 South Eagleville Road
Mansfield, CT 06268

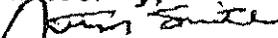
Re: Freedom of Information Request of 04/09/2013

Dear Ms. Stanton:

I am writing this letter to follow up on the email FOIA request I made to your office on April 9, 2013. In the past, you have sent confirmations of receipt and since I have not received a confirmation to date I write to enclose a copy of that emailed request. If you had not receive it earlier, please let me know and I will look into the problem.

Thank you in advance for your attention to this request.

Sincerely,



Arthur A. Smith
Town Resident

Enclosure-04/09/2013 CTFOIA Request
CC: Town Council
File

Subj: FOIA Request
Date: 4/9/2013 11:36:37 A.M. Central Daylight Time
From: atvsmith@aol.com
To: townclerk@mansfieldct.org
CC: towncouncil@mansfieldct.org

Dear Ms. Stanton:

This letter is written pursuant to the Connecticut Freedom of Information Act to request a copy of the request for qualifications letter that was sent to qualified firms, a copy of all correspondence, emails, notes related to how the term "qualified" firm was defined and a list of all firms or attorneys contacted to assist the town with water supply issues as described in the April 8, 2013 Agenda Item Summary from Matt Hart to the Town Council. Please include any and all additional information known to the Town regarding the water management qualifications of Attorney Paul Corey, of Counsel to Pannone, Lopes, Devereaux, & West, or of either of their two young associates admitted to practice in Connecticut, attorneys Benjamin Rachliffe or Matthew Reeber. IF there are any other attorneys of that firm admitted to Connecticut and made known to the Town, please identify them. I am also requesting a copy of the testimony about their firm that they provided to the Town Council last night, April 8, 2013. From what I can see, in reviewing the firm's web site, they are a Rhode Island firm serving clients in Boston, Las Vegas and Miami in both civil and criminal matters, if the Town has additional information about legislative drafting that this firm has accomplished in Connecticut and/or releases from Connecticut Consent Decree Orders, please cite any that are known to the Town and any and all drafts in the Town's possession.

Thank you in advance for your assistance in this matter.

Sincerely,

Arthur A. Smith

Town of Mansfield Resident

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