



NOTE: A welcome reception for Patricia Schneider, Director of Human Services, will be held at 7:00 p.m.

TOWN OF MANSFIELD  
TOWN COUNCIL MEETING  
Tuesday, October 15, 2013  
COUNCIL CHAMBERS  
AUDREY P. BECK MUNICIPAL BUILDING  
7:30 p.m.

AGENDA

	Page
CALL TO ORDER	
ROLL CALL	
APPROVAL OF MINUTES .....	1
OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL	
REPORT OF THE TOWN MANAGER	
REPORTS AND COMMENTS OF COUNCIL MEMBERS	
OLD BUSINESS	
1. Community/Campus Relations (Item #2, 09-09-13 Agenda) .....	9
• Fall Policing Report	
• Next Generation CT Initiative	
2. Storrs Center Update (Item #2, 09-23-13 Agenda) .....	17
3. Adjustment to Easement for Route 44 Bikeway at North Hillside Road (Item #6, 09-23-13 Agenda).....	19
4. Agreement between the Town of Mansfield and Regional School District 19 for Parking Lot Services (Item #1, 07-22-13 Agenda).....	29
NEW BUSINESS	
5. LaGuardia Property Acquisition (FHWA Public Lands Highway Program Discretionary Grant) .....	35
6. Mansfield Community Center/Parks and Recreation Fees .....	41
7. Selection of Labor Counsel.....	63
8. Classification – Transportation Coordinator .....	93
DEPARTMENTAL AND COMMITTEE REPORTS .....	99
REPORTS OF COUNCIL COMMITTEES	
PETITIONS, REQUESTS AND COMMUNICATIONS	
9. S. Cyr – 9/23/13.....	131
10. W. Hilding – 9/23/13.....	133
11. A. Smith – 9/23/13.....	135
12. J. Talbot/R. Talbot – 9/23/13 .....	191

13. M. Hart re: Council of Governments Consolidation/Reorganization .....	193
14. M. Hart re: Responsible Contractor Ordinance; Hotel Project.....	195
15. C. van Zelm re: Festival on the Green .....	203
16. F. Baruzzi re: Mansfield Board of Education Code of Ethics .....	205
17. B. Silva re: District/Municipal Budget Information Sharing Meeting .....	219
18. Connecticut Water re: annual phone survey .....	221
19. Press Release: Mansfield Fire Department Earns 2012 Life Safety Achievement Award .....	223
20. Trash and Recycling Updates – October through December 2013.....	229

**FUTURE AGENDAS**

**EXECUTIVE SESSION**

- 21. Personnel in accordance with Connecticut General Statutes §1-200(6)(a), Town  
Manager Performance Review

**ADJOURNMENT**

REGULAR MEETING – MANSFIELD TOWN COUNCIL  
September 23, 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, Kochenburger, Moran (7:35 p.m.), Paterson, Shapiro  
Excused: Paulhus, Ryan, Schaefer

II. APPROVAL OF MINUTES

Mr. Shapiro moved and Mr. Freudmann seconded to approve the minutes of September 9, 2013 meeting as presented. Motion passed unanimously.

III. PUBLIC HEARING

1. North Eagleville Road Walkway Easements

Following the reading of the legal notice by the Town Clerk, Project Engineer Tim Veillette explained the acquisitions noting that all property owners are in agreement with the proposed procedure. The easements still outstanding are for 188 and 202 North Eagleville Road.

Mayor Paterson noted the receipt of two letters in support of the project. (Letters will be included as communications in the October 14, 2013 Town Council Packet)

Alison Hilding, Southwood Road, expressed her appreciation for the Council's continued support for the North Eagleville Road sidewalks. Ms. Hilding stated the proposal would address both quality of life and safety issues in the area.

IV. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Anthony Kotula, on behalf of the Veterans' Committee of the Mansfield Senior Center, extended an invitation to Council members to the November 8, 2013 Veterans' Day Celebration. The event is open to all veterans and their spouses. Mr. Kotula thanked the Mansfield business community for their support. (Invitation for veterans attached).

Brian Coleman, Centre Street and a Republican candidate for Council, questioned the cost of snow removal in Storrs Center. (Statement attached).

Arthur Smith, Mulberry Road, urged Council members to know the facts and spoke to concerns he has with the adjustments to the easements for the North Hillside Road bikeway. Mr. Smith questioned whether the proposed amended contract with Pannone, Lopes, Deveraux & West LLC has already begun without Town Council approval and asked if the Town Manager has the right to discuss probable cause assessments with Sgt. Courmoyer.

Ron Baker, Storrs Road, thanked Council members for their service and commitment to the community.

Betty Wassmundt, Old Turnpike Road and Republican candidate for Town Council, questioned the reference to LAP deductibles paid by the Town on page 121 of the Council packet and references to the UConn Sewer Fund Budget on page 129 of the Council packet.

Mike Sikoski, Windham, spoke against the use of eminent domain and urged the Town to put up detour signs when main roads are closed for events.

September 23, 2013

V. REPORT OF THE TOWN MANAGER

The Director of Public Works Lon Hultgren, filling in for Town Manager Matt Hart, noted there would be no Town Manager report this evening.

VI. REPORTS AND COMMENTS OF COUNCIL MEMBERS

Mr. Freudmann moved to switch Item 3, North Eagleville Road Walkway Easements, and Item 5, Memorandum of Agreement (MOA) with UConn for North Eagleville Sidewalk. The motion was seconded by Ms. Keane and failed with Mr. Freudmann and Ms. Keane in favor and Mr. Kochenburger, Ms. Moran, Ms. Paterson and Mr. Shapiro opposed.

Ms. Keane moved to add a discussion regarding reworking the language in Item 5, Notice of Grant Award- Main Street Investment Fund Program, of the September 9, 2013 packet to reflect the discussion which took place that evening. The Item will be listed as 3a under Old Business.

The motion passed with all in favor except Ms. Moran who voted nay.

Mayor Paterson reported on the number of parade participants and vendors who helped make Celebrate Mansfield such a success. The Mayor thanked all who assisted with the organization and execution of the celebration, especially Kathleen Paterson, Sara Delia and Cynthia vanZelm. Mayor Paterson commented that it was a true community event.

Deputy Mayor Moran commented on the celebration of the Puppetry Program at UConn and the tour of the new museum which will be located in the new UConn Coop building in Storrs Center. Ms. Moran stated she attended the DEEP North Hillside Road Expansion hearing and was pleased to see that the new construction envelope will not impinge on Jensen's.

David Freudmann also attended the September 10, 2013 DEEP meeting and asked Mayor Paterson if her remarks noting the Council's support of the project were personal or as Mayor. Mayor Paterson stated her comments were as Mayor. Mr. Freudmann asked if the Council ever took a vote on the project.

Deputy Mayor Moran stated she believed the Mayor's statement at the DEEP hearing referred to a 2009 action of the Council.

In response to queries during public comment, Mr. Shapiro asked Mr. Hultgren to address questions about the UConn Sewer Fund and snow removal in Storrs Center. Mr. Hultgren stated that the UConn Sewer Fund is one of two sewer funds in the Town both of which are included in budget documents. The Town, as with all shared snowplowing responsibilities, will work out a plan with the State to address snow removal in Storrs Center. The State will continue to plow Rte. 195, but the parking areas, medians, etc., will be the Town's responsibilities.

Ms. Keane questioned which Town entity would be in charge of erecting detour signs when needed for future events. Mayor Paterson commented the Traffic Authority will be apprised of the problem and will address future events.

Mayor Paterson clarified a previously raised question regarding Council approval of the North Hillside Road Extension project. At a February 9, 2009 meeting the Council unanimously approved the 2009 draft letter of support for the North Hillside Road Extension.

Mr. Freudmann expressed his concerns with the opening of the Nash Zimmer Transportation Center. Councilor Freudmann questioned how this opening comports with the Clean Energy Communities Municipal Pledge passed by the Council on June 24, 2013.

Mr. Kochenburger raised a point of order noting that although Mr. Freudmann's questions deserve an answer he questioned whether this is the appropriate time to discuss an issue which is not on the agenda.

Mr. Freudmann agreed and withdrew his questions.

## VII. OLD BUSINESS

2. Storrs Center Update  
No comments offered.

3. North Eagleville Road Walkway Easements

Ms. Moran moved and Ms. Keane seconded effective September 23, 2013, be it resolved by the Mansfield Town Council that it finds that pursuant to Connecticut General Statutes 48-6 and 8-129 the acquisition of easements at 188 and 202 North Eagleville Road is required to establish, construct or maintain a public work or municipal purpose to construct a public walkway along the North side of Eagleville Road. Having conducted the required public hearing and notified the property owners, the acquisition of these properties using the powers of eminent domain prescribed in the above referenced CGS sections is hereby authorized. Be it further resolved that if the easement acquisition process, including the subrogations by the mortgage holders on said properties, is completed by October 1, 2013 on any of these three properties, said condemnations will not be necessary and the easements shall be acquired through normal signatures and closings.

Motion passed unanimously

3a. Reworking the Language in Item 5, Notice of Grant Award- Main Street Investment Fund Program, of the September 9, 2013 Packet

Ms. Keane moved and Mr. Freudmann seconded to change the wording in the September 9, 2013 packet on the website to reflect that the Main Street Investment Fund Program does not require a local match but the Town will be providing in-kind services of approximately \$13,000.

Motion passed unanimously.

## VIII. NEW BUSINESS

4. Council of Governments (COG) Consolidation

Kay Holt, PZC member and delegate to the Windham Regional Planning Commission, noted her agreement with the Town Manager's observations and analysis of the COG consolidation plans. WINCOG Executive Director Mark Paquette and Mansfield's Director of Planning and Development Linda Painter presented a brief history of the consolidation process.

Ms. Moran moved and Mr. Shapiro seconded to approve the following resolution:  
Resolved, effective September 23, 2013, to authorize Town Manager Matthew W. Hart to issue a letter to the Connecticut Office of Policy and Management on behalf of the Town of Mansfield, indicating Mansfield's preference to join the Capitol Region Council of Governments (CRCOG) as part of the state's consolidation process.

The motion passed unanimously.

Mr. Kochenburger thanked Ms. Holt for her many years of enthusiastic efforts on behalf of the Town of Mansfield.

5. Memorandum of Agreement (MOA) with UConn for North Eagleville Sidewalk

Mr. Shapiro moved and Ms. Moran seconded to approve the following resolution:  
Resolved, effective September 23, 2013, to authorize Town Manager Matthew W. Hart to execute the Memorandum of Agreement for the Construction, Inspection and Maintenance of a Sidewalk along North Eagleville Road, Mansfield, Connecticut.  
Council members discussed the financing agreement.

The motion passed unanimously.

6. Adjustments to Easement for North Hillside Road Bikeway  
Mr. Shapiro moved and Ms. Keane seconded to, to refer the proposed adjustment to the easement for the North Hillside Road Bikeway to the Planning and Zoning Commission for review under Connecticut General Statutes Section 8-24.  
The motion passed with all in favor except Mr. Freudmann who voted nay.

7. Financial Statements dated June 30, 2013  
On behalf of the Finance Committee Mr. Freudmann moved, effective September 23, 2013, to accept the Financial Statements dated June 30, 2013.  
Motion passed unanimously.

8. Proposed FY 2012/13 Yearend Transfers  
On behalf of the Finance Committee Mr. Freudmann moved to approve the following resolution:  
Resolved, effective September 23, 2013, to adopt the Yearend Budget Transfers and Appropriation for FY 2012/13, as presented by the Director of Finance in her correspondence dated September 9, 2013.  
Motion passed unanimously.

9. Proposed FY 2012/13 Capital Projects  
On behalf of the Finance Committee Mr. Freudmann moved, effective September 23, 2013, to approve the adjustments to the Capital Projects fund as of June 30, 2013, as presented by the Director of Finance in her correspondence dated September 09, 2013.  
Motion passed unanimously.

10. Amendment to Agreement with Pannone, Lopes, Deveraux & West LLC  
Ms. Moran moved and Mr. Shapiro seconded, to authorize the Town Manager to add Tasks 3 and 4, as outlined in his agenda item summary dated September 23, 2013 and for a projected budget not to exceed \$150,000, as an amendment to the Professional Services Agreement between the Town of Mansfield and Pannone, Lopes, Deveraux & West LLC.  
Council members discussed the need for professional assistance in defending the Town's interest, the existence of invoices for the expended amounts and the Town Manager's review of those invoices.  
Motion passed with all in favor except Mr. Freudmann who voted nay.

#### IX. DEPARTMENTAL AND COMMITTEE REPORTS

No comments offered

#### X. REPORTS OF COUNCIL COMMITTEES

Ms. Moran, Chair of the Personnel Committee announced the Committee will be making a presentation tonight in executive session regarding the Town Manager's evaluation. Ms. Moran also noted the Ad hoc Committee on Responsible Contractors has met with the principal of Ellis Technical School to discuss how local educational facilities might assist the town with achieving a goal for local hires and will be meeting with local contractors at a future meeting.

Chair of the Nominating Committee Peter Kochenburger offered the following recommendations:

The appointment of Hemant K. Gupta to the Transportation Advisory Committee for a term ending November 30, 2015

The reappointments of David Vaughan, Anke Finger, Kim Bova Kaminsky, Scott Lehman and Thomas Bruhn to the Arts Advisory Committee for terms ending March 1, 2015

The appointment of Dwight Atherton to the Parking Steering Committee (adhoc)

The appointment of Benjamin Wiles to the Mansfield Advocates for Children for a term ending June 30, 2016  
The motion passed unanimously.

XI. PETITIONS, REQUESTS AND COMMUNICATIONS

- 11.R. Favretti re: Downtown Callery Pear – Ms. Moran noted Mr. Favretti's detailed analysis of the appropriateness of the Callery Pear in the Storrs Center Project.
- 12.J. Oliver re: Eagle Rank
- 13.Sustainability Committee re: Connecticut Water Company Proposal
- 14.Connecticut Light & Power re: Development and Management Plan Comments
- 15.CLEARscapes "Smartphones and GPS" - Fall 2013

XII. FUTURE AGENDA

Mr. Kochenburger requested the Town Manager present a quick summary review of the invoices received from Pannone, Lopes, Deveraux & West LLC.

Ms. Keane requested an explanation of the liability cases referred to on page 121 of the Council packet.

Mr. Freudmann requested 2 aspects of the Nash Zimmer Transportation Center be discussed: the consistency between the opening of the Transportation Center and the Town's Clean Energy Communities Municipal Pledge and the operational cost estimated for utilities.

Mr. Shapiro moved and Ms. Moran seconded to move into executive session to discuss the sale or purchase of real property, in accordance with CGS§1-200(6)(D). This session will include Director of Public Works Lon Hultgren, Town Attorney Dennis O'Brien and Natural Resources Coordinator Jennifer Kaufman. Additionally, Personnel in accordance with CGS§1-200(6)(a), Town Manager Performance review will be discussed in executive session.

Motion passed unanimously.

XIII. EXECUTIVE SESSION

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

Present: Freudmann, Keane, Kochenburger, Moran, Paterson, Shapiro

Also included: Director of Public Works Lon Hultgren, Town Attorney Dennis O'Brien and Natural Resources Coordinator Jennifer Kaufman

Personnel in accordance with CGS§1-200(6)(a), Town Manager Performance review  
Present: Freudmann, Keane, Kochenburger, Moran, Paterson, Shapiro

XIV. ADJOURNMENT

Mr. Shapiro moved and Ms. Keane seconded to adjourn the meeting at 9:53 p.m.

Elizabeth Paterson, Mayor

Mary Stanton, Town Clerk

23 September 2013

**Good Evening Veterans:**

This is your personal invitation from the Veterans' Committee of the Mansfield Senior Center, for you to participate in the 2013 Veterans' Day Celebration. The "Celebrate the Living and Remembering the Fallen Veterans" event will take place in the Mansfield Community Center on 8 November. Doors will open for guests at 10:30 am. The program will begin at 11:00 am., and end at about 1:30 pm. Parking is allowed on both sides of South Eagleville Road, from the Municipal Building to Eastwood Road.

The Program "THE GENERATIONAL PASSING OF THE AMERICAN FLAG" will consist of an American Flag that has flown over the United States Capital, being passed by Airman Richard Hobby, World War II, who received a similar flag last year, to First Lieutenant Anthony Kotula, U.S. Air Force in the Korean War, then to others veterans of each subsequent war. Captain Maryellyn Blake, Army, will explain how the Veterans of each war sought to defend our FREEDOM and that of people in other oppressed countries.

The event is being planned jointly by members of: The Mansfield Senior Center, The Mansfield Community Center, VITAS Innovative Hospice Care, The Windham Regional Community Council, The University of Connecticut Army and Air Force Reserve Officer's Training Corps, The Office of the Director of Military Affairs and Military Programs at the University of Connecticut, Council 14209 of the The Knights of Columbus, and the Mansfield Business Community.

Tolland Pizza will cater the luncheon. Once again, the Quiet Corner Coffee Roasters will provide the Brazilian coffee.

We are especially grateful to the Mansfield Business Community, whose financial support for the second year, enables us to provide Veterans and spouses the free catered luncheon that is an integral part of honoring our Veterans for their service in the United States Armed Forces.

Most importantly, all Veterans and spouses of Mansfield are requested enthusiastically to participate in this celebration that is dedicated to them. Please call the Senior Center at 860-429-0262, to make your reservation, by 21 October 2013.

Mary-Ellen Blake  
Cynthia Dainton  
Sean Emund  
Michael Gergler

Maurice Moriarty  
Ronald Nadeau  
Curt Vincente  
Bill Woodbury  
Anthony Kotula, Chair

Brian Coleman  
26 Centre St.  
Mansfield Center Ct  
September 23, 2013

Mansfield Town Council

Dear council members.

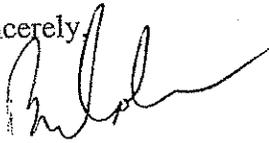
With winter quickly approaching I am wondering how much consideration has been taken into account on the cost of snow removal at the Storrs Center.

Route 195 has generally been maintained by the state of Connecticut, now that street side parking, islands, sidewalks and other obstructions have been added who is responsible for the snow removal in those areas on 195. Is the state going to simply push the snow into the parking areas for us to remove? How about cars that are parked there during the storms? Parking bans?

As far as the rest of the project, Dog Lane and the service roads there simply isn't anywhere to put the snow. Will the snow have to be hauled away? Has this been budgeted in or will it be taken from the general snow budget, certainly there will be an increased cost to the tax payer on snow removal.

Who will repair and maintain the landscape along the roads? Surely they will need upkeep and repair after the winter.

Sincerely,



Brian Coleman, Candidate for Town Council.

PAGE  
BREAK



**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *MWH*  
**CC:** Maria Capriola, Assistant Town Manager; Sergeant Cournoyer,  
 Resident Trooper Supervisor; Linda Painter, Director of Planning and  
 Development  
**Date:** October 15, 2013  
**Re:** Community/Campus Relations

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**Subject Matter/Background**

I have two issues for discussion under this agenda item.

First, Mansfield Resident Trooper Supervisor Richard Cournoyer and UConn's Acting Director of Off-Campus Student Services John Armstrong will present a report on fall semester activity. Rich and John recently presented this information to the Town-University Relations Committee, and I trust that you will find the report informative.

Second, I suggest the Council debrief UConn staff's recent presentation regarding its *Next Generation Connecticut* initiative. In particular, I think it is important that we discuss what requests, if any, you may have for the University and our state representatives. For example, we may wish to seek formal representation in the University's project planning process and some sort of analysis to estimate the impact of the project on Mansfield and surrounding communities. Funding for any future municipal service demands associated with *NextGen* is also a key issue, and the Council may want to request assistance to make sure that the PILOT program and other state grants remain viable.

**Attachments**

- 1) R. Cournoyer re: Fall policing activity



## TOWN OF MANSFIELD

*Resident State Trooper's Office  
4 South Eagleville Road  
Mansfield, CT 06268  
(860) 429-6024 Telephone  
(860) 429-4090 Facsimile*

TO: Matthew Hart, Town Manager  
FROM: Sgt. Richard Cournoyer  
DATE: October 2, 2013

The process of preparing for the return of the UCONN Students began in early August. I met with UCONN PD and University of Connecticut Officials.

The collaborative effort between the Resident Trooper's Office, State Police and University of Connecticut Police Department is as strong as it has been in years. We completed our second straight year of these departments conducting joint summer training. These exercises allow us to work together but even more importantly allow us to get to know one another. It is now common to see both departments responding together to calls and working together at these calls. This is extremely important when working on a stress related incident as now the familiarity leads to trust and trust leads to success.

**University of Connecticut Officials:** John Armstrong from UCONN, Derek Debus of Mansfield Housing Department, and I began our home visits much earlier than in the past. We have worked together to identify off campus rental homes occupied by students. We made appointments through the landlords and the University to meet with all of these renters. We set expectations, explained the quality of life challenges along with the Town Ordinances that they would be held accountable for.

Since the school year has begun we have seen a very high volume of student activity every Friday and Saturday night. There have been estimated 3,000 – 5,000 students in and around the town on foot each night. There is another 1,000-1,500 moving about town in vehicles. The students have not been in any one area as most single family homes are reluctant to host parties and most large complexes have set guidelines preventing this type of gatherings.

**Celeron Square:** Information provided by UCONN PD states that they have had above average flow of students on their property. The UCONN PD has not reported any major incidents.

**Carriage House Apartments:** Management has implemented a 16 guest per apartment limit. The guest limit policy has not been strictly enforced as the issues have been limited. The complex consists of 17 buildings. The buildings that have shown an interest in hosting larger style parties is limited to 5 or 6 buildings. Due to this the numbers as a whole in the complex is smaller than in the past, but these few buildings. Due to this the numbers as a whole in the complex is smaller than in the past, but these few buildings have presented some challenges. We are working to gain a balance between accessible and restrictive. The issues that have occurred include a live band that could not be controlled therefore resulting in Nuisance tickets being issued to members of three apartments of one building. We have two houses that house students that are members of fraternity's. The houses themselves are not fraternity houses, but the guests relate to them in that way. This draws larger than average crowds and has caused us some tough nights at these properties. The #1 issue is the students that wonder around looking for parties. This strains our resources as the students will go to great lengths to enter Carriage House. We have enforced the "No Trespassing" per the request of management.

**Hunting Lodge Apartments:** This is a new complex on our radar screen. They have had two separate parties that resulted in over 1,500 students on property both times. We were able to identify the party hosts for one and wrote the Nuisance Ordinance, the other party we were not able to identify the hosts. In both occasions management was made aware of the situations. They have taken extra precautions to prevent future occasions of these types of parties. I'll wait to see how this plays out.

**Oaks on the Square:** We have had very minimal issues in this complex. The management has done an excellent job in controlling a high standard and the few issues have been attended to immediately. We did issue our first Nuisance Ordinance at the new complex at 1 Royce circle. We still have not issued any citations for the Nuisance at 1 or 9 Dog Lane.

**Knollwood Apartments:** We have two straight weekends with very large parties at this complex. We did not identify the hosts the first weekend; however, we did for the second. We also were able to identify they were the hosts for both weekends. We did enforce the Nuisance Ordinance for these parties. We made management aware of the situation. They were responsive and we've not had any issues since.

**Fraternity Houses:** John Armstrong, Derek Debus and I have identified five additional houses with renters related to a Fraternity. We met with the President of the fraternity and set expectations for these five homes. It is evident that they use these homes to host social events that otherwise could not happen on Campus. The off campus homes that host these socials can have alcohol where their on campus Fraternity home cannot. We have had a couple of issues to date and will be monitoring this situation closely.

**Homes in neighborhoods:** We have identified houses on Separatist Rd, Meadowood Road, Hunting Lodge Road Extension, North Eagleville Road and Route 195 as homes that entertain

larger than normal sized parties. We have met with both landlords and renters. Future issues at any of these residences will result in citations and/or arrests.

The overall climate is concerning. We have seen a more aggressive feel to this year's fall season than in the past. We have made 15 arrests to this point this fall which is 3 less than all of last year's total. Students are challenging us on a more frequent rate than in the past as well. Nice weather has contributed to the large numbers of students present in Town late at night.

I have provided a spreadsheet of our Ordinance activity to this point.

**ORDINANCE VIOLATIONS**  
**AUGUST 18, 2013 - SEPTEMBER 30, 2013**

<u>NET</u>	<u>Badge</u>	<u>LOCATION</u>	<u>VIOLATION</u>	<u>DATE</u>	<u>AMOUNT OF FINE</u>	<u>Date Paid</u>	<u>Amount Paid</u>	<u>Appeal Request Rec'd</u>	<u>Hearing Date</u>	<u>APPEAL DECISION</u>
88	943	Woods Road	POABM & OC	8/18/2013	\$180.00					
89	741	Woods Road	POABM	8/18/2013	\$90.00					
77	524	Carriage House	OC	8/22/2013	\$90.00					
27	1055	Carriage House	OC	8/23/2013	\$90.00					
19	1324	20 Carriage House/HL	OC	8/23/2013	\$90.00	9/9/2013	\$90.00			
90	1324	20 Carriage House/HL	OC	8/23/2013	\$90.00					
75	524	Hunting Lodge/Carr. House	POABM	8/23/2013	\$90.00	9/5/2013	\$90.00			
73	524	Hunting Lodge/Carr. House	OC	8/23/2013	\$90.00					
181	943	Hunting Lodge	OC	8/23/2013	\$90.00					
182	943	Hunting Lodge Road	POABM & OC	8/23/2013	\$180.00	9/10/2013	\$60.00			
186	943	Hunting Lodge Road	POABM & OC	8/23/2013	\$180.00					
134	1040	Hunting Lodge Road	POABM	8/24/2013	\$90.00					
136	1040	Hunting Lodge	POABM & OC	8/24/2013	\$180.00	9/9/2013	\$180.00			
137	741	Hunting Lodge	POABM	8/24/2013	\$90.00	9/6/2013	\$90.00			
149	904	Hunting Lodge Rd.	POABM	8/24/2013	\$90.00	9/10/2013	\$90.00			
146	904	Hunting Lodge Rd. #153	POABM	8/24/2013	\$90.00	9/23/2013	\$90.00			
119	1324	135 Hunting Lodge Rd.	OC	8/24/2013	\$90.00					
533	904	153 Hunting Lodge Road	POABM	8/30/2013	\$90.00	9/10/2013	\$90.00			
993	879	Hunting Lodge Road	OC	8/30/2013	\$90.00	9/10/2013	\$90.00			
684	1324	Carriage House/HL	OC	8/30/2013	\$90.00	9/10/2013	\$90.00			
895	1324	135 Hunting Lodge Road	OC	8/31/2013	\$90.00	9/12/2013	\$90.00			
686	1324	135 Hunting Lodge Road	OC	8/31/2013	\$90.00	9/10/2013	\$90.00			
687	1324	135 Hunting Lodge Road	POABM	8/31/2013	\$90.00	9/10/2013	\$90.00			
688	1324	135 Hunting Lodge Road	OC	8/31/2013	\$90.00	9/9/2013	\$90.00			
1476	943	Hunting Lodge @ Carriage	POABM	8/31/2013	\$90.00	9/10/2013	\$90.00			
1569	904	Hunting Lodge @ Carriage	POABM	8/31/2013	\$90.00	9/10/2013	\$90.00			
1568	904	Hunting Lodge @ Carriage	POABM	8/31/2013	\$90.00				9/13/2013	Denied
1626	1324	Hunting Lodge Apts 37-2	Nuisance	9/4/2013	\$250.00			9/13/2013	10/9/2013	
1625	1324	Hunting Lodge Apts 37-2	Nuisance	9/4/2013	\$250.00			9/13/2013	10/9/2013	
1624	1324	Hunting Lodge Apts 37-2	Nuisance	9/4/2013	\$250.00	9/16/2013	\$250.00			
1629	1324	105 Hunting Lodge Rd.	Nuisance	9/4/2013	\$250.00	9/18/2013	\$250.00			
1628	1324	105 Hunting Lodge Rd.	Nuisance	9/4/2013	\$250.00			9/5/2013		
1627	1324	Hunting Lodge Apts 37-2	Nuisance	9/4/2013	\$250.00			9/3/2013	9/26/2013	Denied
1486	1324	Hunting Lodge Road	OC	8/23/2013	\$90.00			9/3/2013	10/9/2013	Denied
2999	879	North Eagleville Road	OC	8/24/2013	\$90.00					
2126	1324	135 Hunting Lodge Road	POABM	8/24/2013	\$90.00	9/5/2013	\$90.00			
2984	741	Hunting Lodge Road	OC	8/23/2013	\$90.00	9/5/2013	\$90.00			
2896	1324	135 Hunting Lodge	OC	8/31/2013	\$90.00	9/5/2013	\$90.00			
2120	1324	135 Hunting Lodge Rd.	OC	8/24/2013	\$90.00	9/5/2013	\$90.00			
2974	1040	Hunting Lodge Rd. #153	OC	8/23/2013	\$90.00	9/5/2013	\$90.00			
1530	904	Hunting Lodge Rd. #153	OC	8/24/2013	\$90.00	9/5/2013	\$90.00			
2939	741	Hunting Lodge Rd.	OC	8/24/2013	\$90.00	9/5/2013	\$90.00			
2970	1040	Hunting Lodge Road	OC	8/23/2013	\$90.00	9/5/2013	\$90.00			
2930	1040	Rte 32 /Rte 44 MV Stop	POABM	8/24/2013	\$90.00	9/5/2013	\$90.00			
2924	1055	Carriage House Drive	POABM	8/23/2013	\$90.00	9/5/2013	\$90.00			
2935	1040	Hunting Lodge Road	POABM	8/24/2013	\$90.00	9/5/2013	\$90.00			
2985	741	Hunting Lodge Road	POABM	8/23/2013	\$90.00	9/5/2013	\$90.00			
2686	1324	135 Hunting Lodge Road	OC	8/31/2013	\$90.00	9/4/2013	\$90.00			
2978	524	Carriage House Drive	OC	8/22/2013	\$90.00	9/4/2013	\$90.00			

**ORDINANCE VIOLATIONS**  
**AUGUST 18, 2013 - SEPTEMBER 30, 2013**

KEY #	Badge	LOCATION	VIOLATION	DATE	AMOUNT OF		Date Paid	Amount Paid	Appeal Request Rec'd	Hearing Date	APPEAL DECISION
					FINE						
531	904	Hunting Lodge Rd #153	POABM	8/24/2013	\$90.00		9/4/2013	\$90.00			
998	879	Hunting Lodge Road	POABM	8/24/2013	\$90.00		9/4/2013	\$90.00			
941	1055	71 Separatist	Noise	8/24/2013	\$88.00		9/4/2013	\$88.00			
940	1055	71 Separatist	Noise	8/24/2013	\$88.00		9/4/2013	\$88.00			
987	741	Hunting Lodge Road	POABM	8/23/2013	\$90.00		9/3/2013	\$90.00			
083	1324	Carriage House, HL Rd.	OC	8/30/2013	\$90.00		9/3/2013	\$90.00			
777	1324	135 Hunting Lodge Road	OC	8/24/2013	\$90.00		9/3/2013	\$90.00			
045	904	Hunting Lodge Rd., #153	OC	8/24/2013	\$90.00		9/3/2013	\$90.00			
926	1055	Carriage House	OC	8/23/2013	\$90.00		9/4/2013	\$90.00			
532	904	Hunting Lodge Rd., #153	POABM	8/24/2013	\$90.00		9/4/2013	\$90.00			
082	1324	135 Hunting Lodge Rd.	OC	8/30/2013	\$90.00		9/4/2013	\$90.00			
692	1324	Carriage House, #201 HL	OC	8/23/2013	\$90.00		9/4/2013	\$90.00			
489	1324	135 Hunting Lodge Rd.	POABM	8/24/2013	\$90.00		9/4/2013	\$90.00			
570	904	6 Carriage House	POABM	8/31/2013	\$90.00		9/4/2013	\$90.00			
724	1324	135 Hunting Lodge Rd.	POABM	8/24/2013	\$90.00		9/4/2013	\$90.00	10/1/2013	\$90.00	
933	1040	Hunting Lodge Rd. #153	POABM	8/24/2013	\$90.00		9/4/2013	\$90.00			
983	741	Hunting Lodge Rd. #153	POABM	8/23/2013	\$90.00		8/30/2013	\$90.00			
1487	1324	Carriage House/HL Rd.	POABM	8/23/2013	\$90.00		9/3/2013	\$90.00			
2932	741	Hunting Lodge Rd. #153	POABM	8/24/2013	\$90.00		9/3/2013	\$90.00			
2979	524	Carriage House Drive	POABM	8/22/2013	\$90.00		9/3/2013	\$90.00			
2122	1324	135 Hunting Lodge Rd.	POABM	8/24/2013	\$90.00		9/3/2013	\$90.00			
2085	1055	71 Separatist	Noise	8/24/2013	\$88.00		9/3/2013	\$88.00			
2925	1055	Carriage House Drive	POABM	8/23/2013	\$90.00		9/3/2013	\$90.00			
2125	1324	135 Hunting Lodge Rd.	OC	8/24/2013	\$90.00		9/3/2013	\$90.00			
2123	1324	135 Hunting Lodge Rd.	POABM	8/24/2013	\$90.00		9/3/2013	\$90.00			
2994	879	Hunting Lodge Road	POABM	8/25/2013	\$90.00		9/3/2013	\$90.00			
2050	904	Hunting Lodge Rd.	POABM	8/24/2013	\$90.00		9/3/2013	\$90.00			
2922	168	20 Carriage House Rd.	OC	8/22/2013	\$90.00		9/3/2013	\$90.00			
2051	904	Hunting Lodge Rd.	OC	8/24/2013	\$90.00		9/3/2013	\$90.00			
2127	1324	Hunting Lodge Rd.	OC	8/24/2013	\$90.00		9/3/2013	\$90.00			
2996	879	Carriage House Drivw	POABM	8/24/2013	\$90		9/3/2013	\$90			
2728	1324	Hunting Lodge/Carriage H	OC	8/23/2013	\$90		9/3/2013	\$90			
2938	1324	Hunting Lodge Rd.	POABM	8/24/2013	\$90.00		8/27/2013	\$90.00			
2118	1324	135 Hunting Lodge Rd.	OC	8/24/2013	\$90.00		8/26/2013	\$90.00			
2119	1324	135 Hunting Lodge Rd.	OC	8/24/2013	\$90.00		8/27/2013	\$90.00			
2121	1324	135 Hunting Lodge Rd.	POABM	8/24/2013	\$90.00		8/27/2013	\$90.00			
2691	1324	Carriage House/HL Road	OC	8/23/2013	\$90.00		8/28/2013	\$90.00			
2588	904	Hunting Lodge Rd, #153	POABM	8/24/2013	\$90.00		8/28/2013	\$90.00			
2730	1324	Carriage House, HL Rd.	OC	8/24/2013	\$90.00		8/28/2013	\$90.00			
2931	741	Hunting Lodge	POABM	8/24/2013	\$90.00		8/29/2013	\$90.00			
2089	1055	71 Separatist	Noise	8/24/2013	\$90.00		8/29/2013	\$90.00			
2976	524	Hunting Lodge Rd.	POABM	8/22/2013	\$90.00		8/29/2013	\$90.00			
2923	1055	Carriage House Drive	OC	8/23/2013	\$90.00				9/2/2013	9/18/2013	Denied
2997	879	Hunting Lodge Rd.	OC	8/24/2013	\$90.00				9/2/2013	9/18/2013	Denied
2972	524	N. Eagleville, HL	OC	8/24/2013	\$90.00		9/19/2013	\$90.00	8/27/2013	9/18/2013	Denied
2995	879	Hunting Lodge Road	OC	8/24/2013	\$90.00		9/18/2013	\$0.00	9/3/2013	9/18/2013	Upheld
2018	1040	Hunting Lodge/Carriagw	OC	9/6/2013	\$90.00		9/18/2013	\$90.00			
2019	1040	Carriage House Drive	OC	9/6/2013	\$90.00		9/16/2013	\$90.00			
2992	879	Hunting Lodge Road	POABM	9/6/2013	\$90.00		9/18/2013	\$90.00			
2900	329	Dog Lane	Nuisance	9/6/2013	\$250.00				9/16/2013	10/9/2013	

**ORDINANCE VIOLATIONS**  
**AUGUST 18, 2013 - SEPTEMBER 30, 2013**

<u>CKET #</u>	<u>Badge</u>	<u>LOCATION</u>	<u>VIOLATION</u>	<u>DATE</u>	<u>AMOUNT OF FINE</u>	<u>Date Paid</u>	<u>Amount Paid</u>	<u>Appeal Request Rec'd</u>	<u>Hearing Date</u>	<u>APPEAL DECISION</u>
1475	329	Carriage House Drive	POABM	9/6/2013	\$90.00	9/16/2013	\$90.00			
1512	329	Hunting Lodge Road	OC	9/6/2013	\$90.00	9/16/2013	\$90.00			
1630	329	Hunting Lodge Road	OC	9/7/2013	\$90.00	9/10/2013	\$90.00			
1668	329	Hunting Lodge Road	OC	9/7/2013	\$90.00	9/13/2013	\$90.00			
2955	329	Hunting Lodge Road	POABM	9/7/2013	\$90.00			9/17/2013	10/2/2013	Denied
2008	943	Hunting Lodge Road	OC	9/7/2013	\$90.00					
1484	943	Hunting Lodge Road	POABM	9/7/2013	\$90.00	9/18/2013	\$90.00			
2009	741	Hunting Lodge Road	POABM	9/7/2013	\$90.00	9/18/2013	\$90.00			
2017	1040	Carriage House Drive	OC	9/7/2013	\$90.00	9/12/2013	\$90.00			
2007	741	Hunting Lodge Road	OC	9/7/2013	\$90.00					
1483	943	Separatist Rd.	OC	9/8/2013	\$90.00					
2006	741	Hunting Lodge Road	OC & POABM	9/6/2013	\$180.00			9/17/2013	10/2/2013	Denied
1454	741	Hunting Lodge Road	POABM	9/6/2013	\$90.00					
2990	741	Hunting Lodge Road	POABM	9/6/2013	\$90.00	9/20/2013	\$90.00			
2899	1324	9 Dog Lane, (2219)	Nuisance	9/6/2013	\$250.00			9/16/2013	10/9/2013	
1613	1324	153 Hunting Lodge Road	POABM	9/8/2013	\$90.00	9/17/2013	\$90.00			
1612	1324	153 Hunting Lodge Road	OC	9/8/2013	\$90.00	9/12/2013	\$90.00			
1611	1324	153 Hunting Lodge Road	OC	9/8/2013	\$90.00					
1610	1324	153 Hunting Lodge Road	POABM	9/7/2013	\$90.00			9/16/2013	10/9/2013	
2897	1324	153 Hunting Lodge Road	POABM	9/7/2013	\$90.00	9/18/2013	\$90.00			
1623	1324	153 Hunting Lodge Road	POABM	9/6/2013	\$90.00					
1620	1324	153 Hunting Lodge Road	OC	9/6/2013	\$90.00			9/13/2013	10/2/2013	Denied
1621	1324	153 Hunting Lodge Road	OC	9/6/2013	\$90.00	9/17/2013	\$90.00			
1622	1324	153 Hunting Lodge Road	OC	9/6/2013	\$90.00	9/17/2013	\$90.00			
2898	1324	105 Hunting Lodge Road	OC	9/6/2013	\$90.00	9/18/2013	\$90.00			
2566	904	101 S. Eagleville Rd. #32	Nuisance	9/7/2013	\$250.00	9/13/2013	\$250.00			
2567	904	101 S. Eagleville Rd. #32	Nuisance	9/7/2013	\$250.00	9/13/2013	\$250.00			
2957	329	Hunting Lodge Road	OC	9/7/2013	\$90.00	9/17/2013	\$90.00			
2958	329	Hunting Lodge Road	OC	9/7/2013	\$90.00	9/18/2013	\$90.00			
2016	1040	MHSPark Boat Launch	POABM	9/12/2013	\$90.00	9/19/2013	\$90.00			
1601	329	Hunting Lodge Road	OC	9/14/2013	\$90.00			9/16/2013	10/9/2013	
1488	943	Hunting Lodge Road	POABM	9/13/2013	\$90.00	9/20/2013	\$90.00			
1485	943	Hunting Lodge Road	POABM	9/13/2013	\$90.00	9/23/2013	\$90.00			
2689	943	Hunting Lodge Road	POABM, OC	9/13/2013	\$180.00					
2917	943	Hunting Lodge Road	OC	9/13/2013	\$90.00	9/18/2013	\$90.00			
2601	904	Hunting Lodge Road	POABM, OC	9/13/2013	\$180.00	9/18/2013	\$180.00			
2602	904	Hunting Lodge Road	POABM	9/13/2013	\$90.00	9/19/2013	\$90.00			
2603	904	Hunting Lodge Road	OC	9/13/2013	\$90.00			9/13/2013	10/9/2013	
2604	904	Hunting Lodge Road	POABM, OC	9/13/2013	\$180.00	9/18/2013	\$180.00			
2013	1040	Carriage House, 18B	Nuisance	9/14/2013	\$250.00					
2014	168	18C Carriage House Dr.	Nuisance	9/14/2013	\$250.00	9/25/2013	\$250.00			
2015	1040	18D Carriage House Dr.	Nuisance	9/14/2013	\$250.00	9/24/2013	\$250.00			
1603	329	Hunting Lodge Road	OC	9/13/2013	\$90.00	9/17/2013	\$90.00			
1604	329	Hunting Lodge Road	OC	9/13/2013	\$90.00	9/23/2013	\$90.00			
1605	329	Hunting Lodge Road	OC	9/13/2013	\$90.00	9/18/2013				
1608	329	Hunting Lodge Road	OC	9/13/2013	\$90.00					
3000	329	Hunting Lodge Road	OC	9/13/2013	\$90.00	9/25/2013	\$90.00			
2020	329	Hunting Lodge Road	OC	9/13/2013	\$90.00					
1607	329	Hunting Lodge Road	OC	9/13/2013	\$90.00			9/16/2013	10/2/2013	Denied
1606	329	Hunting Lodge Road	OC	9/13/2013	\$90.00	9/23/2013	\$90.00			





**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *M.H.*  
**CC:** Maria Capriola, Assistant Town Manager; Cynthia van Zelm, Executive Director, Mansfield Downtown Partnership; Lon Hultgren, Director of Public Works  
**Date:** October 15, 2013  
**Re:** Storrs Center Update

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**Subject Matter/Background**

At Tuesday's meeting, I will provide you with an update regarding the Storrs Center project.

I have also attached a copy of the *Summary of Force Account Work in Storrs Center*. This work represents 5.6% of the public works crew's normal output over the 3.5 year period.

Councilor Freudmann has also asked me for the employee benefits costs associated with this work. Our public works software program only calculates direct labor costs, which does not include any employee benefits expenses. However, using the rate of 38.66% to calculate the full cost of employee benefits for the proposed Region 19 agreement, I estimate that the employee fringe for the Storrs Center force account work totals \$38,228.51.

**Attachments**

- 1) L. Hultgren re: Summary of Force Account Work in Storrs Center

**MEMO**  
October 8, 2013

To: Matt Hart, Town Manager  
From: Lon Hultgren, Director of Public Works  
Re: Summary of Force Account Work in Storrs Center

As with all construction projects, the construction of Storrs Center has had some unexpected events, some of which we have been able to mitigate by the use of Town forces. By using Town forces for some of this work we have been able to meet the necessary schedules to be able to open the buildings in August of 2011 and 2012 and extend the grant funding for the various infrastructure projects which we otherwise would have had to find additional funds to cover. We consider Storrs Center to be part of the Town, and our forces are committed to seeing it is constructed and maintained properly.

To date, our efforts have included the installation of a water main to extend water to the two new buildings on Dog Lane, installing temporary drainage behind the old Store 24 building to enable the foundation work to begin for the new building on Royce Circle, installing the drive-through lane in front of the post office and the doing the regular maintenance (plowing, sweeping, refuse removal and litter control) throughout the area. In addition to this ongoing maintenance, we have yet to finish the new drainage and cul-de-sac near the post office, and assist in some of the tree planting, underground utility and foundation work for the Town Square.

Below is a summary of the work tracked to date. We estimate an additional \$40,000 of drainage and paving work at the Post Office, \$10 to \$15,000 to plant the trees on Royce Circle and \$50,000 of labor and equipment for the construction of the Town Square.

**Town Work in Storrs Center – Jan 1, 2010, through June 30, 2013**  
(3 ½ years)

<u>Description of Work</u>	<u>Labor</u> (direct costs only)	<u>Equipment</u> (FEMA rates)	<u>Materials</u>	<u>Total</u>
Installation of Water line in front of Storrs Automotive to connect UConn's water main to Dog Lane	\$19,042	\$23,923	\$68,273	\$111,238
Construction of temporary drainage lines behind Store 24 to route storm water around the Royce Circle building site	\$27,725	\$41,385	\$20,105	\$89,215
Site work near the Post Office – drainage, drive up lane, paving.	\$25,421	\$21,868	\$2,328	\$49,617
Routine Maintenance – treating roads & sidewalks, plowing, sweeping, refuse removal, litter control, mowing, etc.	\$28,222	\$12,097	\$3,486	\$43,805



**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; Tim Veillette, Project Engineer  
**Date:** October 15, 2013  
**Re:** Adjustment to Easement for Route 44 Bikeway at North Hillside Road

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**Subject Matter/Background**

As you will recall, the University of Connecticut's planned construction of North Hillside Road out to Route 44 will intersect the Town's existing bikeway on the south side of Route 44 just west of the small rotary between the two existing banks. In order to construct this intersection and to provide for a slight widening of Route 44 to accommodate an eastbound right turn lane and to realign the bikeway to these improvements, a minor adjustment to the bikeway easement the Town holds is necessary. The portion of the easement that would become part of the public roadway owned by the State of Connecticut would be extinguished (as it will no longer be needed) and the portion to the west of the new road would be shifted slightly.

The Mansfield Planning and Zoning Commission (PZC) reviewed this item at its meeting on October 7, 2013, and determined that the proposed adjustment is consistent with the Town's Plan of Conservation and Development.

**Financial Impact**

The adjustment of this easement would have no financial impact on the Town.

**Legal Review**

The Town Attorney has reviewed and approved the form of the easement document.

**Recommendation**

In order to accommodate the planned modifications to Route 44 and to preserve a functional bikeway easement, staff recommends that the Council approve the proposed amendment to the easement.

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

*Move, to approve the proposed Amendment to Bikeway Easement by and between Campus Crossing LLC, and the Town of Mansfield.*

**Attachments**

- 1) Proposed Amendment to Bikeway Easement
- 2) Existing Bikeway Easement
- 3) Easement Plan Excerpt
- 4) PZC re: Adjustment to Easement for Route 44 Bikeway at North Hillside Road

## AMENDMENT TO BIKEWAY EASEMENT

THIS AMENDMENT TO BIKEWAY EASEMENT (this "Amendment") is made as of the \_\_, day of \_\_\_\_\_, 2013, by and between **CAMPUS CROSSING, LLC**, a Connecticut limited liability company and successor in interest to The Savings Bank of Manchester (together with its successors and assigns, collectively, the "Grantor"), and the **TOWN OF MANSFIELD**, a municipality located in the County of Tolland, State of Connecticut (together with its successors and assigns, collectively, the "Grantee"; Grantor, together with Grantee, collectively, the "Parties", and each individually, a "Party").

### WITNESSETH:

WHEREAS, pursuant to a certain Warranty Deed of even date herewith from Grantor to The University of Connecticut, a constituent unit of the state system of public higher education of the State of Connecticut ("UConn"), UConn has acquired fee simple title to a portion of Grantor's property located at 574 and 596 Middle Turnpike in Mansfield, Connecticut (the "UConn Land"), which UConn Land is more particularly identified as "Parcel 3 and Parcel 4" on that certain survey entitled "Limited Property/Boundary Survey and Easement Map, prepared for the University of Connecticut, Connecticut Route 44, Storrs, Connecticut, prepared by Fuss & O'Neill, dated August 2, 2013," a mylar copy of which has been or will be filed with the Town of Mansfield and is incorporated herein (the "Survey");

WHEREAS, Grantor has retained fee simple title to the remaining portion of its property, which property is more particularly identified as "Lot 1 and Lot 2" on the Survey (the "Grantor's Land");

WHEREAS, UConn intends to construct an extension of the roadway identified as Proposed North Hillside Road (the "North Hillside Road Extension Area") from Connecticut Route 44 through a portion of the UConn Land in the area more particularly identified as "Proposed Hillside Road" on the Survey;

WHEREAS, pursuant to the terms and conditions of a certain Bikeway Easement dated December 10, 2003 (the "Existing Bikeway Easement"), The Savings Bank of Manchester, a Connecticut banking corporation and predecessor in interest to Grantor, granted to Grantee an easement to construct and maintain a bikeway over and across a portion of the Grantor's Land (the "Existing Bikeway Easement Area");

WHEREAS, in connection with the acquisition by UConn of the UConn Land, Grantor and Grantee have agreed to amend the Existing Bikeway Easement to allow for the relocation of the bikeway to an area shown on the Survey as "Easement #1 From Campus Crossing to the Town of Mansfield for Bikeway Relocation 7,623 S.F." (hereinafter referred to as the "Relocated Bikeway Easement Area") upon completion of the Relocation Work (as hereinafter defined).

NOW, THEREFORE, for One (\$1.00) Dollar and other valuable consideration, the receipt of which is hereby acknowledged, the Parties, for themselves and their respective successors and assigns, do hereby covenant and agree as follows:

1. Relocation of Bikeway Easement.

(a) The Parties hereby agree that UConn may relocate (or cause to be relocated) the existing bikeway to the Relocated Bikeway Easement Area and, in so doing, may use and access the Existing Bikeway Easement Area and the Relocated Bikeway Easement Area as necessary to complete such relocation, including without limitation for laydown areas and for removal and replacement of the bikeway improvements (such relocation work being referred to as the "Relocation Work").

(b) The Parties further agree, effective as of such time as the Relocation Work is completed and the bikeway is open and operational within the Relocated Bikeway Easement Area, that:

- (i) the legal description of the easement area in the fifth paragraph of the Bikeway Easement shall be automatically amended and restated in its entirety as follows, without further action of the Parties:

BEGINNING AT A POINT 6.26 FEET SOUTHERLY OF A  
CONCRETE MONUMENT ON THE SOUTHERLY STREET LINE OF  
CONNECTICUT ROUTE 44;

THENCE N52°04'53"E A DISTANCE OF 383.47 FEET TO A  
POINT;

THENCE S23°41'19"E A DISTANCE OF 20.63 FEET TO A  
POINT;

THENCE S52°04'53"W A DISTANCE OF 378.88 FEET TO A  
POINT;

THENCE N36°31'36"W A DISTANCE OF 20.01 FEET TO THE  
POINT OF BEGINNING, ALL COURSES RUN THROUGH LAND OF  
CAMPUS CROSSING LLC. (LOT 1).

The foregoing area is herein referred to as the "Relocated Bikeway Easement Area" and

- (ii) that portion of the Existing Bikeway Easement Area that is not included in the Relocated Bikeway Easement Area is and shall be hereby released from the Bikeway Easement (as hereinafter defined).

(c) Notwithstanding anything to the contrary contained in the Existing Bikeway Easement, as hereby amended (the "Bikeway Easement"), at such time as the extension of North Hillside Road in the North Hillside Road Extension Area has been completed and such roadway

is operational and open for use, the Bikeway Easement shall automatically be further amended to release that portion of the Relocated Bikeway Easement Area that is located within the North Hillside Road Extension Area, without further action of the Parties.

(d) Without limiting the foregoing paragraphs in this Section 1, each Party further agrees, at the request of the other, to enter into one or more further agreements, each in recordable form and mutually satisfactory to the Parties, to confirm any of the changes to the Existing Bikeway Easement Area and the Relocated Bikeway Easement Area contemplated by this Section.

2. Running with the Land. The terms of this Amendment and all covenants, restrictions, easements and other rights granted hereunder shall run with the land and shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

3. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to principles of conflicts of law.

4. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. Such counterparts shall constitute but one and the same instrument and shall be binding upon, and shall inure to the benefit of, each of the undersigned individually as fully and completely as if all had signed one instrument.

5. Incorporation. The Recitals set forth at the beginning of this Amendment are hereby incorporated in and made a part of this Amendment by this reference.

[Remainder of Page Intentionally Left Blank; Signature Page Follows].

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal as of the day first above written.

Signed and Sealed in the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CAMPUS CROSSING, LLC

By: \_\_\_\_\_  
Name:  
Title:

Signed and Sealed in the presence of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TOWN OF MANSFIELD

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Amendment to Bikeway Easement]

STATE OF CONNECTICUT)

: ss. \_\_\_\_\_

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, \_\_\_\_\_ on behalf of Campus Crossing, LLC, a Connecticut limited liability company, as its and his/her free act and deed.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires:

STATE OF CONNECTICUT)

: ss. \_\_\_\_\_

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, \_\_\_\_\_ on behalf of the Town of Mansfield, a municipality located in the County of Tolland, State of Connecticut, as its and his/her free act and deed.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public  
My Commission Expires:

[Acknowledgment Page to Amendment to Bikeway Easement]



Mansfield, CT  
 Doc # 2004-0061143  
 Vol 535 Pg. 166  
 01/20/2004 12:16:40pm  
 Recorded - Joan E. Serdsen  
 Town Clerk

(Existing)  
**BIKEWAY EASEMENT**

THE SAVINGS BANK OF MANCHESTER, a Connecticut banking corporation, having an office and principal place of business in the Town of Manchester, County of Hartford and State of Connecticut,

for Two Thousand Five Hundred Eighty (\$2,580.00) Dollars consideration paid do hereby give, convey and Grant

to the TOWN OF MANSFIELD, a municipality located in the County of Tolland, State of Connecticut

with Quit Claim Covenants, an easement for constructing and maintaining a bicycle path and appurtenances over the following described parcel of land,

A certain piece or parcel of land on the southerly side of Middle Turnpike (Conn Route 44) designated as "EASEMENT AREA= 1599.0±SQ.METERS (17,211 SQ.FT±)" shown on a map entitled "Right Of Way Survey Town of Mansfield Showing Easement Acquired From Savings Bank of Manchester By The State of Connecticut Department of Transportation Installation of Birch Road Bikeway Scale: 1:500 March 2002 James F. Byrnes, Jr., P.E. - Transportation Chief Engineer Bureau of Engineering and Highway Operations".

Signed and sealed this 10<sup>th</sup> day of December, 2003.

Signed, Sealed and Delivered  
 In the Presence Of

Allan D. Thomas

The Savings Bank of Manchester  
  
 By: Christopher Martin  
 Its Executive Vice President

Jenni Fortin

STATE OF CONNECTICUT:

COUNTY OF HARTFORD : ss. Manchester December 10, 2003

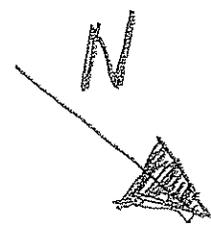
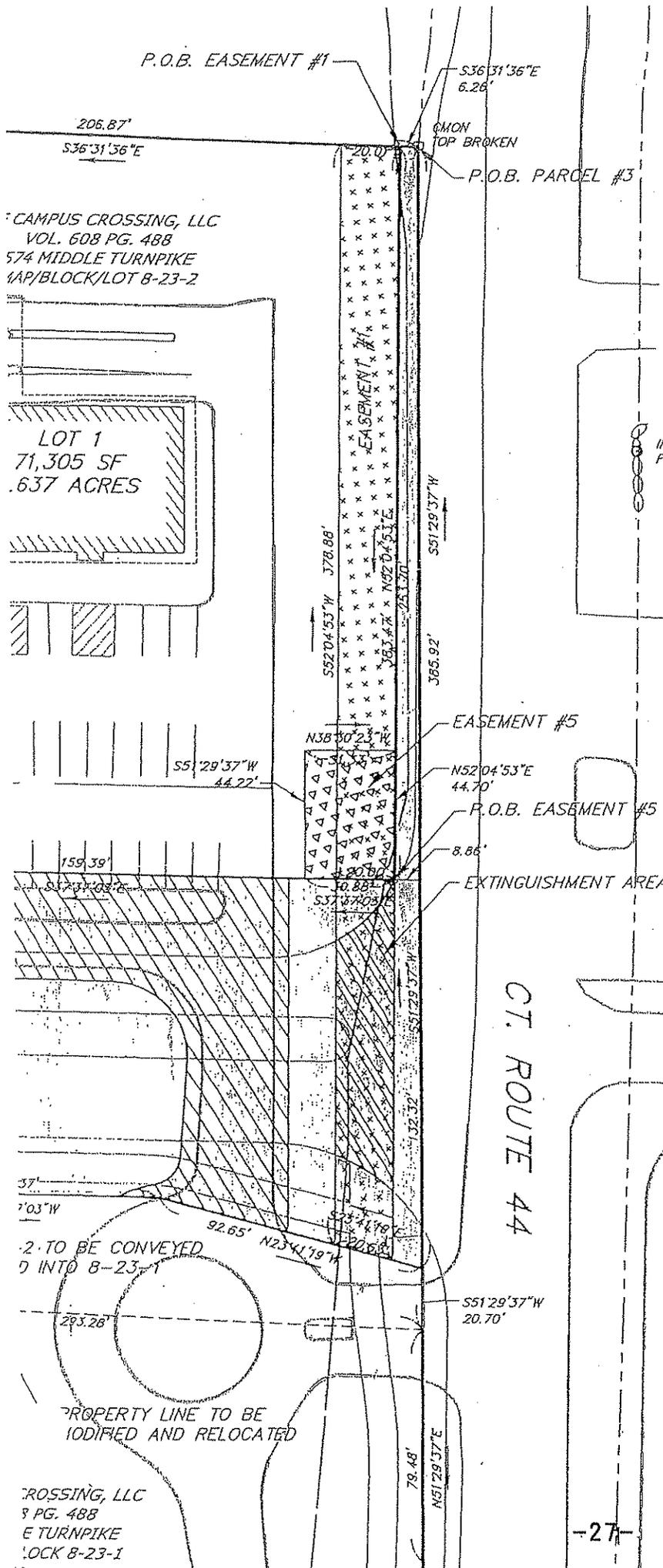
Personally appeared, Christopher Martin, duly authorized Exec. Vice Pres. of The Savings Bank of Manchester, known to me (or satisfactorily proven) signer and scaler of the foregoing instrument, who acknowledged the same to be his free act and deed as such Exec. Vice President and the free act and deed of said corporation, before me.

Allan D. Thomas  
 Commissioner of the Superior Court/  
~~Notary Public~~

Grantee's Address:  
 4 South Eagleville Road  
 Storrs, CT 06268

002/003

02/29/03 FRI 13:20 FAX 860 437 0030 ATTY. SCRAGER



THENCE S37°37'03"E A  
 THENCE ALONG A CURV  
 LENGTH OF 140.61 FEE  
 THENCE S43°56'47"W A  
 THENCE N89°46'08"W A  
 COURSES ALONG LAND  
 THENCE S36°31'36"E A L  
 THENCE S30°33'25"E A L  
 ALONG LAND OF JENSEN  
 THENCE N65°02'57"E A D  
 ALONG LAND OF STATE C  
 THENCE N35°59'38"W A D.  
 THENCE N36°06'38"W A D.  
 THENCE N36°09'28"W A DI  
 COURSES THROUGH LAND  
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 THROUGH LAND OF CAMPL  
 THENCE S51°29'37"W A DIS  
 OF CONNECTICUT ROUTE 4  
  
PARCEL 4  
 "LAND TO BE CONVEYED 1  
 162,036 S.F. 3.720 ACRE  
 BEGINNING AT A POINT 25  
 OF CONNECTICUT ROUTE 4  
 THENCE N43°46'21"E A DIS  
 THENCE N36°53'08"W A DIS  
 THENCE N53°06'52"E A DIS  
 COURSES THROUGH LAND  
 THENCE S36°53'08"E A DIS  
 THENCE S37°05'43"E A DIS  
 ALONG LAND OF D.D.S. AS  
 THENCE S39°25'14"E A DIS  
 THENCE S64°54'59"W A DIS  
 COURSES ALONG LAND OF  
 THENCE N35°59'38"W A DIS  
 THENCE N36°06'38"W A DIS  
 THENCE N36°09'28"W A DIS  
 THE LAST THREE COURSES

EASEMENT #1  
 "EASEMENT FROM CAMPUS

CAMPUS CROSSING, LLC  
 VOL. 608 PG. 488  
 574 MIDDLE TURNPIKE  
 1/AP/BLOCK/LOT 8-23-2

LOT 1  
 71,305 SF  
 .637 ACRES

.2 TO BE CONVEYED  
 D INTO 8-23-1

PROPERTY LINE TO BE  
 MODIFIED AND RELOCATED

CROSSING, LLC  
 9 PG. 488  
 E TURNPIKE  
 LOCK 8-23-1

CT. ROUTE 44

Prop. Park Drive



**PLANNING AND ZONING COMMISSION  
TOWN OF MANSFIELD**

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

To: Town Council  
From: Planning and Zoning Commission  
Date: Tuesday, October 08, 2013  
Re: 8-24 Referral; North Hillside Road Bikeway

At a meeting held on 10/07/13, the Mansfield Planning and Zoning Commission adopted the following motion:

“That the Planning and Zoning Commission notify the Town Council that the proposed adjustment to the easement for the North Hillside Road Bikeway is consistent with the 2006 Plan of Conservation and Development.”



**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *MWH*  
**CC:** Maria Capriola, Assistant Town Manager; Lon Hultgren, Director of Public Works; Cherie Trahan, Director of Finance  
**Date:** October 15, 2013  
**Re:** Agreement between the Town of Mansfield and Regional School District 19 for Parking Lot Services

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**Subject Matter/Background**

Attached please find a proposed Agreement between the Town of Mansfield and Regional School District 19 for Parking Lot Services. This agreement would succeed the agreement between the Town and Region 19 that expired on June 30, 2013.

The services provided under the expired agreement included *grounds* and parking lot maintenance. The scope of the proposed successor agreement is limited to parking lot maintenance, as Region 19 now maintains its grounds utilizing its own forces.

As you will recall, I distributed drafts of the proposed agreement to the Council at previous meetings, most recently on July 22, 2013. At that time, we noted some concerns regarding the draft, particularly with respect to the proposed scope of services and the liability provisions.

Working with the Town Attorney, staff has made the following changes to the proposed agreement:

- Edited the language in section D to clarify that the work would be performed under the direction of the Region 19 Superintendent of Buildings and Grounds (consistent with past practice)
- Added a "reasonableness" standard to the scope of work outlined in sections D(1) and (2) (consistent with past practice)
- Revised the liability provision in section H to more accurately represent the relationship of the parties as two public sector entities, as opposed to a contract between a public entity and a private contractor. (This language was endorsed by the Town and the Region's insurance carrier.)

### **Fiscal Impact**

In accordance with our discussions with the Finance Committee, the proposed fee for service is designed to cover the Town's costs associated with providing the maintenance services to Region 19. As an example, labor costs include a fringe rate necessary to cover the expense of all employee benefits as well as estimated other post-employment benefit (OPEB) liabilities. Please see the attached spreadsheets for more detail.

### **Legal Review**

The Town Attorney has approved the legality and the form of the proposed agreement.

### **Recommendation**

Staff recommends that the Town Council authorize the Town Manager to execute the proposed agreement, as revised.

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

*Move, to authorize the Town Manager to execute the proposed Agreement between the Town of Mansfield and Regional School District No. 19 for Parking Lot Services, dated October 15, 2013.*

### **Attachments**

- 1) Agreement between the Town of Mansfield and Regional School District No. 19 for Parking Lot Services, dated October 15, 2013 (proposed deletions are ~~crossed-out~~; amendments are underlined)
- 2) Region 19 Agreement – Parking Lot Maintenance Estimates
- 3) Region 19 Parking Lot Maintenance Agreement – Labor Cost Estimates

**Agreement Between  
The Town of Mansfield and  
Regional School District No. 19  
For Parking Lot Services  
Revised October 15, 2013**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the Town of Mansfield (hereinafter referred to as the Town) and Region 19 School District (hereinafter referred to as the Region), witnesseth that:

Whereas the Region wishes to continue to engage the Town to maintain the roads, parking lots and drainage facilities hereinafter described in connection with the operation of the Edwin O. Smith High School located in Storrs-Mansfield, Connecticut; and,

Whereas the Town has within its means the necessary manpower, equipment and materials to undertake said maintenance activities;

**Now therefore the parties do mutually agree as follows:**

- A. The Region agrees to engage the Town and the Town agrees to perform the exterior maintenance services hereinafter set forth for the amount set forth herein below.
- B. The Town, working through its Director of Public Works, shall do, perform and carry out in a workmanlike manner the maintenance activities hereinafter described to the satisfaction of the Superintendent of the Region.
- C. Said maintenance services shall be for the period beginning July 1, 2013 and ending June 30, 2015. The initial annual charge of \$17,100.00 shall be adjusted for the second year of the term beginning July 1, 2014, by any change in the consumer price index (CPI) for services of this type as published by the US Government during the first year of this Agreement beginning on July 1, 2013.
- D. Under the direction of the Superintendent of Buildings and Grounds of the Region, ~~¶~~ the Town shall provide the following services:

1. Access Roads and Parking Lot Maintenance

The main bus lot and parking area off Route 195, the parking lot to the south of the school building, the driveway and two small parking areas to the north of the school building and the sidewalks along Route 195 and Bolton Road will be serviced and maintained by the Town as follows:

- a) Parking lots and areas and the driveway and sidewalks will be plowed and sanded after winter storms;
- b) Parking lots and areas and the driveway and sidewalks will be swept in the spring in conjunction with the Town's spring sweeping program;
- c) Catch basins will be cleaned out once a year;
- d) Parking lines will be re-stripped as required (generally not more than once every 3 years);
- e) Parking lots and areas and the driveway and sidewalks will be patched with hot bituminous concrete as necessary to fill potholes or depressions, and curbs will be repaired; and
- f) Minor road maintenance activities will be performed as ~~required~~ reasonably requested by the Region.

2. Reynolds School Campus

The parking lot at the Reynolds School will be serviced and maintained by the Town as follows:

- a) Parking lots and areas and the driveway and sidewalks will be plowed and sanded after winter storms;
- b) Parking lots and areas and the driveway and sidewalks will be swept in the spring in conjunction with the Town's spring sweeping program;
- c) Catch basins will be cleaned out once a year;
- d) Parking lots and areas and the driveway and sidewalks will be patched with hot bituminous concrete as necessary to fill potholes or depressions, and curbs will be repaired; and
- e) Minor road maintenance activities will be performed as ~~required~~ reasonably requested by the Region.

E. Subject to annual adjustment based on change in the CPI as set forth in Section C, above, the agreed upon initial price for these maintenance services to be paid to the Town by the Region for the two year term of this Agreement shall be \$17,100.00 per year, paid to the Town in quarterly installments by the Region within 30 days of the receipt of the Town's invoice.

F. The Town or the Region may terminate this contract at the end of fiscal year 2013-2014. However, notice of such intent to terminate must be given to the affected party in writing at least 90 days prior to the end of the fiscal year so that other service arrangements may be made within fiscal budgetary time constraints.

G. The Town or the Region may, from time to time, require changes in the scope of services of this Agreement. Such changes, including any increase or decrease in the amount of compensation paid to the Town which is mutually agreed upon by and between the Town and Region shall be incorporated in written amendments to this contract.

H. For each year of the two year contract, the Town and the Region will supply each other with a Certificate of Insurance indicating proof of liability insurance coverage in effect for each fiscal year in the amount of at least two million dollars (\$2,000,000.00). The Town agrees to hold the Region and any of the Region's officers, agents, servants or employees harmless from and indemnify them against liability for any and all damages to persons and property caused by, arising out of or resulting from the acts or omissions (whether negligent or intentional) of the Town or any of the Town's officers, agents, servants, or employees unless such damages are caused by, arise from, or are the result of the acts or omissions (whether negligent or intentional) of the Region or any of the Region's officers, agents, servants or employees, in which event the Region agrees that it shall hold the Town and any of the Town's officers, agents, servants or employees harmless from and indemnify them against liability for any and all such damages.

In witness whereof, we have hereunto set our hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Bruce Silva, Superintendent  
(for the Region)

\_\_\_\_\_  
Matthew W. Hart, Town Manager  
(for the Town)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

Region 19 Agreement -- Parking Lot Maintenance Estimates				LRH 5/22/13	
<b>PARKING LOTS AND ROAD SIDEWALKS</b>					
Plowing/Sanding -- typical winter of 45 inches of snow, two larger storms (8-12"), 4 medium storms (3-8"), 5 small events (1-3")					
Note: All labor rates include 38.66% for full benefits. Composite rates are derived from an estimated 40% OT and 60% RT.					
<b>Larger storms</b>					
Item	hrs	mat'ls	\$		
small dump truck @ \$25	6		150		
large dump truck @ \$55	4		220		
loader @ \$75	3		225		
2 truck drivers @ \$36.50 (OT)	10		\$365		
1 Equip Operator @ \$43.19	3		\$130		
sand/salt mix @\$35/ton	8	280	280		
event subtotal, times 2 storms:			1370	2740	
<b>Med storms</b>					
small dump truck @ \$25	4		100		
large dump truck @ \$55	3		165		
loader @ 75	2		110		
2 drivers @ \$41.88 (composite rate)	7		293.2		
Equip Op @ \$46.42 (composite rate)	2		92.8		
sand/salt mix @\$35/ton	5	175	175		
event subtotal, times 4 storms:			936	3744	
<b>Small storms</b>					
small dump truck @\$25	3		75		
large dump truck @\$55	2		110		
loader @75	1.5		112.5		
2 truck drivers @\$41.88 (composite rate)	5		209.4		
1 Equip operator @\$46.42 (composite rate)	1.5		69.6		
sand/salt mix @\$35/ton	4	140	140		
event subtotal, times 5 storms:			716.5	3582.5	
<b>Sidewalks (along 195 and Bolton Rd)</b>					
Bobcat/snow blower@ \$25/hr	2		\$50		
Ice melt @\$13/bag	2	\$26	\$26		
2 laborers @ \$36.83 (composite rate)	4		147.3		
event subtotal, times 11 storms:			\$223	\$2,456.30	
<b>Sweeping</b>					
sweeper @75/hr + Operator@\$40.56	4		462.2		
2 large dump trucks @\$55 + TD@\$36.87	8		735		
water truck @\$55 + TD@\$36.87	4		367.5		
sweeping subtotal, annually:			1564.7	1564.7	
<b>Striping</b>					
done about every 3rd year					
parking lot striping -- \$3870/yr	0.33		1290	1290	
<b>Miscellaneous</b>					
Repairing curbs, CB cleaning & other minor work			500	500	
Supervision & Coordination @\$60/hr	20		1200	1200	
GRAND TOTAL (est), Parking Lot Work:				17077.5	

Region 19 Parking Lot Maintenance Agreement - Labor Cost Estimates						
	Current Rate	Est 13/14 Rate	Annual	Benefits at 38.66%	Total Annual w/Benes	Hourly Rates
<b>Driver</b>	26.07	26.59	27655	10691	38347	<b>36.87</b>
<b>Equipment Operator</b>	28.68	29.25	30424	11762	42186	<b>40.56</b>
<b>Laborer</b>	22.76	23.22	24144	9334	33478	<b>32.19</b>
<b>Supervision</b>	42.46	43.31	45042	17413	62455	<b>60.05</b>
Benefit rate includes:						
MERS/FIC/Medicare	19.63					
Medical	18.00					
OPEB	1.03					
	38.66					



**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *MH*  
**CC:** Maria Capriola, Assistant Town Manager; Linda Painter, Director of Planning and Development; Curt Vincente, Director of Parks and Recreation, Jennifer Kaufman, Natural Resources and Sustainability Coordinator  
**Date:** October 15, 2013  
**Re:** LaGuardia Property Acquisition (FHWA Public Lands Highway Program Discretionary Grant)

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**Subject Matter/Background**

The subject property, owned by Lynne LaGuardia, is an 18.7 acre parcel located on the south side of Dodd Road. As shown on the attached map, the property is adjacent to federal and municipal properties. The U.S. Army Corps of Engineers owns the property to the north and west (Mansfield Hollow State Park). Adjacent Town properties include the Chapin Brook valley on the east side and a corridor for an existing trail on north side. Other nearby properties and amenities include a UConn Forest Tract and the Nipmuck Trail. A nine-lot subdivision including a new cul-de-sac road (LaGuardia Lane) to serve eight lots was approved in 2008. With the exception of an existing house which was sold, the remainder of the subdivision has not been developed.

In 2012, the Town was awarded a Federal Highway Administration (FHWA) Public Lands Highway Program Discretionary Grant in the amount of \$325,000 to acquire the subject property. The Town's application for this grant was based on a 2011 recommendation from the Open Space Preservation Committee (OSPC) that the Town Council consider preservation of this property due to its natural resource value and location.

The land is a high, level glacial terrace that slopes steeply down to Chapin Pond on the west side (owned by the Army Corps) and to Chapin Brook on the east side (owned by the Town). The property features scenic views of Chapin's Pond and the field on the terrace from both Dodd Road and Chaffeeville Road. The south half of the property is a hay field that is prime farmland (Merrimack) and has been hayed by a local farmer for many years. The north half contains a mature pine woods.

The property lies within a DEEP Natural Diversity Data Base circle, and may host a species of concern to the state. Chapin Pond is a Leatherleaf bog, an uncommon scrub-shrub wetland type, and is included in the list of "Significant Wildlife and Conservation Resources" in Appendix J of the Town's Plan of Conservation and Development. Consequently, the Town has an interest in preserving the pond's unique plant community and ecological integrity by protecting abutting land. During review of the Quiet Meadow subdivision in 2008, the OSPC expressed concern about potential impacts to Chapin Pond from nutrient flows via groundwater from septic systems and lawn chemicals. Preservation of the LaGuardia parcel would avoid that impact to the pond.

The location of this parcel on Dodd Road would also provide easy access between Schoolhouse Brook Park and Mansfield Hollow and serve as part of a town-wide trail system. The popular trails in Mansfield Hollow are not accessible by public transit and the LaGuardia property's frontage on Dodd Road would provide easy access from the bus line along Storrs Road (Rte 195) to Mansfield Hollow.

In 2008, an archeological survey was completed on the site and found numerous significant cultural and historic resources such as stonewalls and a historic barn and house foundation. In addition, the property is situated adjacent to the Mansfield Center Historic District and across the street from the historic Dodd home. Preservation of this property would help preserve the historic character of Mansfield's oldest settlement.

After several months of negotiating with the property owner, the Town has reached an agreement to purchase the property subject to approval by the Town Council after a public hearing. In accordance with the *Planning, Management and Acquisition Guidelines for Mansfield Open Space, Park, Recreation, Agricultural Properties and Conservation Easements*, staff recommends that a public hearing be scheduled for October 28, 2013 and that the proposed acquisition be referred to the Planning and Zoning Commission for comment pursuant to §8-24 of Connecticut General Statutes.

### **Financial Impact**

The owner is currently marketing the property as an estate lot for \$445,000. A 2012 appraisal for the property showed the value to be \$280,000; the final purchase price will be determined by a 2013 yellow book appraisal. The property owner has agreed to sell the property to the Town for \$28,000 above the appraised value provided the total purchase price (including the \$28,000) shall not be less than \$308,000, and shall not exceed \$325,000.

Based on the above terms, it is anticipated that the total acquisition cost going forward will be covered by the FHWA grant. The previous appraisal (\$5,250) was paid for through the Open Space Acquisition fund. We anticipate total non-acquisition costs to be approximately \$10,000 to cover the 2013 appraisal and

improvements such as a sign, trail guide, etc. If the final sales price is less than \$315,000, these costs will also be covered by the grant. In the event that the sales price exceeds that amount, these costs will be paid for through the Town's Open Space Acquisition fund.

### **Recommendation**

In accordance with the *Planning, Acquisition and Management Guidelines*, staff recommends that the Council schedule a Public Hearing to receive public comment regarding the proposed acquisition and to refer the proposal to the Planning and Zoning Commission for comment pursuant to §8-24 of Connecticut General Statutes. Notice of the public hearing will be provided to neighboring property owners.

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

*Move, to refer the proposed acquisition of the 18.7 acre LaGuardia property to the Planning and Zoning Commission for review under Connecticut General Statutes §8-24 and to schedule a public hearing for 7:30PM at the Town Council's regular meeting on October 28, 2013, to solicit public comment regarding the proposed acquisition.*

### **Attachments**

- 1) Conditional Agreement to Sell and Purchase Real Estate
- 2) Open Space Preservation Committee Report
- 3) Map of the Property and Contiguous Open Space

AGREEMENT TO SELL AND PURCHASE REAL ESTATE

This Agreement entered into on October \_\_\_\_, 2013 by and between the Town of Mansfield ("Purchaser") and Lynne LaGuardia ("Seller"), represented by ReMax Bell Park.

1. This Agreement is contingent upon written confirmation that grant assistance will be provided by the Federal Highway Administration to the Town of Mansfield in the minimum amount of \$325,000.00, and final approval by the Town Council of the Town of Mansfield.
2. Subject to the foregoing, the Seller agrees to sell to the Purchaser 18.7 (more or less) acres of unimproved land with road frontage on Dodd Road, Mansfield, CT, and located immediately west of the Army Corps of Engineers Mansfield Hollow Lake Recreation Area. Said property is depicted on a map entitled "Quiet Meadow Resubdivision Plan, dated 2/1/08 as revised through 11/19/09, as prepared by Towne Engineering."
3. Subject to the conditions set forth in Paragraph 1 above, the purchase price shall be **TWENTY-EIGHT THOUSAND AND 00/100 DOLLARS (\$28,000.00)** in excess of the fair market value determined by an updated Yellow Book Appraisal to be paid for by the Purchaser from the proceeds of the aforementioned grant. Total purchase price (including the \$28,000) shall not be less than **THREE HUNDRED EIGHT THOUSAND AND 00/100 (\$308,000.00) DOLLARS**, and shall not exceed **THREE HUNDRED TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$325,000.00)**, and shall be paid as follows:
  - a. **FIVE HUNDRED AND 00/100 DOLLARS (\$500.00)** this date;
  - b. Total balance due at the time of the closing, unless alternative arrangements are mutually agreed upon.
4. Subject also to the condition that the Seller may keep this property on the market for sale for other offers, but the Purchaser (Town of Mansfield) will have a First Right of Refusal on any acceptable offer as long as the Town acts within ten (10) business days of receiving written notice of any such offer from the Seller to remove this contingency and to activate a fully executed alternative **Agreement to Purchase and Sell Real Estate** with the Seller.
5. The Seller agrees to pay all taxes owed on the subject property to the Town of Mansfield prior to or at closing.
6. The Seller agrees to execute, acknowledge and deliver a Warranty Deed conveying title to the subject property, free of all encumbrances, to the Purchaser at closing.
7. Subject to the contingency set forth in Paragraph 1 of this Agreement, the closing shall take place on or before December 31, 2013, unless an alternative date is mutually agreed upon.

Purchaser:  
Town of Mansfield

Seller:

By: \_\_\_\_\_  
Matthew W. Hart, Town Manager

\_\_\_\_\_  
Lynne M. LaGuardia

MANSFIELD OPEN SPACE PRESERVATION COMMITTEE

December 21, 2011

To: Cindi Ptak, Public Lands Highway Coordinator  
Office of Federal Lands Highway, Federal Highway Administration

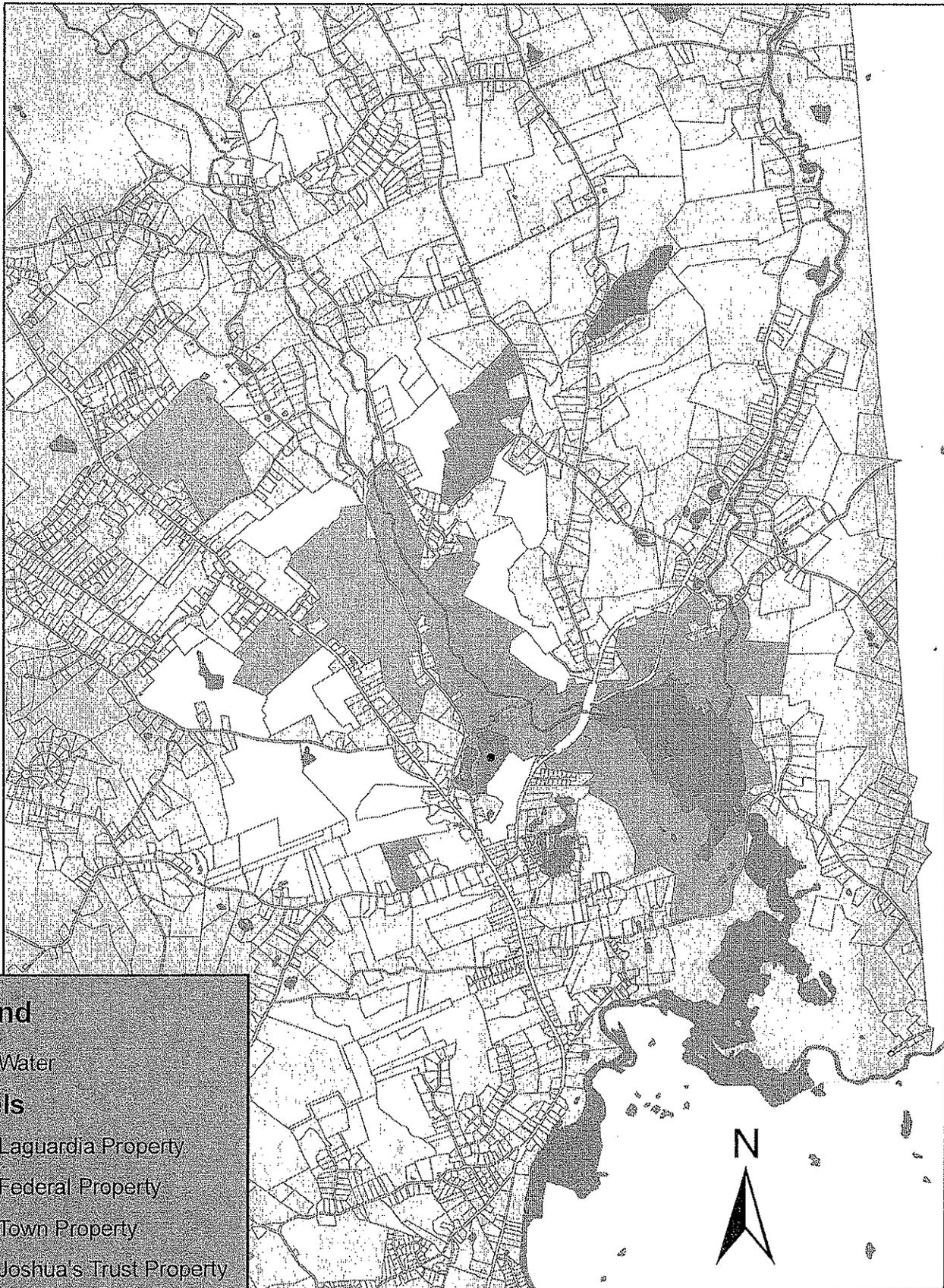
From: Mansfield Open Space Preservation Committee

Re: Public Lands Highway Program Discretionary Grant FY 2012 Application for the  
LaGuardia Property

At their December 20, 2011 meeting, the committee unanimously recommended that the Mansfield Town Council consider preservation of the LaGuardia property and approve the Town's application for a Public Lands Highway Program Discretionary Grant FY 2012 for use in Town's purchase of this property. This is a key parcel for the following reasons:

- 1) It is the only parcel that would provide direct access to "Mansfield Hollow" Army Corps land (2,472 acres) from public transportation along Route 195. The proposed development of housing on the LaGuardia property would prevent any opportunity for public access from the Route 195 bus line.
- 2) The parcel is a key link between Mansfield Hollow's existing trails and existing trails on the west side of Rt. 195 in the 498-acre Schoolhouse Brook Park owned by the Town.

Town of Mansfield, CT -  
Federal, State, Joshua's Trust, and Land Adjacent to Laguardia Property



**Legend**

Water

**Parcels**

• Laguardia Property

Federal Property

Town Property

Joshua's Trust Property

Uconn Property

Other Parcels

0 1,750 3,500 7,000 10,500 14,000  
Feet



**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *Matt H*  
**CC:** Maria Capriola, Assistant Town Manager; Curt Vincente, Director of Parks and Recreation; Cherie Trahan, Director of Finance  
**Date:** October 15, 2013  
**Re:** Mansfield Community Center/Parks and Recreation Fees

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**Subject Matter/Background**

The Community Center will be entering its eleventh year of operation this fall. Each year following the original adoption of membership fees, the Town Council has approved a fee schedule upon recommendations from staff and the Recreation Advisory Committee (RAC). The Community Center fee schedule is effective for the operating period running from November 1 through October 31. In addition to Community Center fees, this year the Parks and Recreation Department is recommending that the Council update several other miscellaneous departmental fees.

If the Council approves the recommended fees, we intend to implement the new rates on November 1, 2013, unless noted otherwise. As we have done in the past, in order to remain competitive we will also offer incentives (promotions and specials) throughout the year to attract new members.

RAC discussed staff's original recommendations at its July 24, 2013 meeting and will conduct a more formal review of the current recommendation at the committee's upcoming meeting on October 23, 2013. Based on the July 24<sup>th</sup> meeting, staff anticipates RAC members will support the final recommendations.

***Mansfield Community Center Fees – Year Eleven***

History – Last year, on the recommendation of staff and RAC, the Town Council approved a freeze in membership rates. Maintaining the fee structure was prudent, especially given that the Recreation Program Fund finished in the black in FY 2011/12, with a slight gain of \$18,333 in fund balance; and the UConn capstone survey indicated cost remained an issue for many in the community.

The UConn Capstone study (Executive Summary – attachment 1) was completed in April 2013 and included recommendations to initiate slight decreases in resident membership rates. The Recreation Program Fund finished

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in the black again in FY 2012/13, with a gain of \$32,048 in fund balance (see attachment 2).

Recommendations – After reviewing the Capstone report thoroughly, both staff and RAC do not recommend a decrease in rates, but rather an elimination of the fee for additional family members (Mansfield resident members only). This recommendation, along with several other fee changes, is detailed below:

- **Resident family additional member fee** - Staff recommends no increase in membership rates across all membership types, as well as removing the \$30 additional family member fee for residents only (50% of individual rate for family members over age 24). The UConn Capstone report finds that economic factors continue to be a defining reason why people do not renew or do not start a new membership. In addition, we have experienced a trend over the past many years in which families have converted full family memberships to adult/child-only memberships or to individual-only memberships. Consequently, staff feels that removing the additional family member fee will send a positive message to residents that the Town desires to keep the community healthy, keep rates affordable and to encourage family participation. (See attachment 3 for comparisons of local fitness facility rates.)

Staff estimates a \$20,000 potential loss in revenue associated with this recommendation. However, we believe that it is possible to offset this loss by increasing resident family memberships by a total of 43 or 2.15% (see attachment 4). In addition, there is growth potential in marketing to new Downtown residents and to employees under the Town's wellness program, and the Business Partnership Program continues to grow.

- **Membership freeze fee** – staff recommends removing the \$20 freeze fee that allows members to freeze their membership for up to three months. Typical reasons members request a freeze in their membership include travel, seasonal schedule conflicts and seasonal relocation. We have experienced membership cancellations as a result of the fee even though a re-enrollment fee incentive exists. Staff believes that removing the freeze fee will encourage members not to cancel and to avail themselves of full membership benefits.

The potential loss in revenue related to this recommendation is approximately \$1,800. To offset this loss we would need to realize a reduction of 5-6 membership cancellations as a result of this fee, which staff believes is reasonable.

- 
- ***Fitness Flex membership fee*** – staff recommends the following adjustments to the Fitness Flex program:
    - Increase current 75 Fitness Flex punch card price by 10% (\$225 to \$250)
    - Increase options of Fitness Flex to allow for flexibility within the current 1-month and 3-month membership categories
    - Add quantities of 25 and 15 visits to Fitness Flex card options, \$105 for 25 visits and \$60 for 15 visits
    - Drop-in cards for members remain at \$30 for 5 visits, but add drop-in card (5 visits) option at \$60 for non-members
    - Add new Premium tier of Fitness Flex: Premium classes would include TRX, Pilates, Kettlebells, and Aqua Therapy, and would be added or dropped depending upon trends and demand
    - Increase Fitness Flex Plus tier by 15% (\$38/\$16/\$9)

The Fitness Flex program was implemented in 2004 to provide a higher level optional membership benefit. Over the past four years, we have seen a significant increase in the Fitness Flex program and a decrease in general program registration. In FY 2012/13, we experienced a slight drop in general fitness program revenue and an increase in Fitness Flex revenue, resulting in a net gain of \$9,000. Sixty percent of Fitness Flex purchases are repeat customers (renewals).

Staff anticipates that the proposed changes to the Fitness Flex program would yield an additional \$5,700, based on current participation.

- ***Pool rental fees*** – Staff recommends the Town increase the pool rental rates by 50% and that we grandfather the E.O. Smith rates until the next fiscal year (beginning July 1, 2014) in order to provide the Region adequate time to budget for the additional amount. Pool rental fees have remained the same since the facility opened in 2003 and the current rates are below market (see attachment 5 - pool rental comparisons). Also, the demand for pool rentals by outside groups has increased in recent years and the cost to operate both pools has increased steadily in the last ten years. By agreement, the E.O. Smith High School swim teams are charged 50% of the pool rental rate for members.

Staff projects the potential increase in revenue would be approximately \$6,000, based upon an average year.

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### ***Parks and Recreation Fees***

**History** – In the past, the Town Council has approved a general parks and recreation fee schedule based upon the recommendations from staff and RAC. There are several fees that have not been updated, including field usage fees and kayak rental fees.

**Recommendations** – Staff recommends approval of the following fees, as detailed below:

- ***Athletic field usage fees*** – Staff recommends the athletic field usage fees be increased from \$25 per use to \$50 per use. The current field usage fee was set in 1992 as a nominal fee to cover a portion of the Town's cost to schedule and maintain athletic fields. The rate is below market (see attachment 6 – area field rental comparisons).

Staff estimates a \$5,000 potential increase in revenue, based upon an average year.

- ***Kayak rental fees*** – Staff recommends the kayak rental fees be increased from \$5 per day to \$10 per day. The kayak rental program was established in 2008 and initial equipment was purchased through a grant to promote healthy recreational activity. A nominal fee of \$5 per kayak per day was established in accordance with the grant agreement to cover the cost of staff time to reserve, distribute and collect the equipment. Over the past five years, we have replaced all original equipment due to normal wear and tear, and have offset that cost in part with kayak rental fees collected.

Staff projects a potential increase in revenue of \$1,000, based upon an average year.

### **Financial Impact**

Staff expects the recommended Community Center fees would send a positive message to current and future members, especially residents, that we value their buying decision. An increase or decrease in rates could have negative effects on revenue growth and the economic climate does not instill confidence in taking a risk at this time. The membership fee proposals are revenue neutral, provided the membership growth goals are met. The Fitness Flex program fee recommendation and the pool rental fee recommendation could realize approximately \$11,700 in additional revenue for the Parks and Recreation Fund. This includes an even off-set for the removal of the resident additional member fee, an even off-set for the removal of the membership freeze fee, an additional \$5,700 for new fitness flex fees and options and an additional \$6,000 in pool rental fees.

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Staff estimates the recommended miscellaneous Parks and Recreation fees would realize approximately \$6,000 additional revenue for the Parks and Recreation Fund.

**Recommendation**

Staff recommends that the Town Council approve the attached Community Center fees (see attachments 7 and 8) and miscellaneous Parks and Recreation fees as detailed above. If the Council concurs with these recommendations, the following motions would be in order:

**Motion 1**

*Move, to approve the Community Center Fee Recommendations for the operating year beginning November 1, 2013 and ending October 31, 2014, as presented by staff.*

**Motion 2**

*Move, to approve the Parks and Recreation Fee Recommendations for Athletic Field Usage Fees and Kayak Rental Fees, as presented by staff.*

**Attachments**

- 1) UConn Capstone Report – 2013 Executive Summary
- 2) Parks and Recreation Fund Balance
- 3) Area Facility Pricing Comparison
- 4) Financial Analysis of Additional Members (residents)
- 5) Pool Rental Pricing Comparison
- 6) Area Field Rental Comparison
- 7) Community Center Fee Recommendations - year eleven
- 8) Community Center Party Rental Forms/Rate Sheets

# Mansfield Community Center: Maximizing Membership Levels

University of Connecticut

Master of Public Administration  
Student Capstone Team

Vanessa Foo, MPA'13  
Nicole Kavulich, MPA'13  
Timothy O'Brien, MPA '13  
Stephen Pelletier, MPA'13

May 3, 2013

\* EXECUTIVE SUMMARY  
ONLY

## Executive Summary

The Mansfield Community Center is operated under the Town of Mansfield's Department of Parks and Recreations, and opened in 2003. The Mansfield Community Center has served the community as a facility that not only provides a place of gathering for community members, but also as a fitness facility that residents and non-residents alike are able to access.

### Objective:

While maintaining a loyal customer base over the years, the Community Center witnessed a decline in memberships beginning in late 2006, and has continued to notice an overall decline in membership levels. With the goal of reaching their peak membership level that the Community Center had previously experienced, the Mansfield Community Center presented us with the task of answering the question:

How can the Mansfield Community Center reach its target membership of 2,200 memberships?

In order to reach an answer to this question, we specified a group of sub-questions that needed to be addressed in order to provide a complete answer to the overarching research question. These sub-questions are:

- At what prices are Current Members, Former Members and Non-Member Program users willing to pay for annual Mansfield Community Center memberships?
- What are the alternatives to using the Mansfield Community Center?
- What motivates individuals to purchase memberships?
- What barriers deter individuals from purchasing memberships?

Following the establishment of this set of sub-questions, we decided to conduct historical analysis of membership data in order to establish membership trends since 2003, when the Mansfield Community Center opened. To capture current attitudes about the Mansfield Community Center we created a survey to examine the satisfaction levels, motivations, barriers, alternatives, and willingness-to-pay of Current Members, Former Members and Non-Member Program Users.

### Findings:

Upon the analysis of the survey data, we found that overall satisfaction levels were high for the individuals who were currently members, but a bit lower for individuals who were formerly members or only program users. In the open-ended questions users expressed concerns about the perceived overcrowding/inadequate facilities and equipment, and inconvenient hours of operation that did not fit their schedules.

The analysis of the survey also revealed that membership price was the most widely indicated deterrent for Mansfield Community Center users who were planning to purchase or renew their memberships. Respondents were only willing to pay 55-60% of current membership prices.

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Another major deterrent from purchasing a membership that the survey revealed was the additional fee that is required to attend Mansfield Community Center programs. Although members receive the benefit of paying a lower fee for additional classes, a few who responded to the survey felt there should be a different system in place since they already feel that membership prices are high. In addition to offering suggestions on current practices, respondents suggested creating a senior citizen discount or membership option. The survey revealed that 40% of respondents had senior citizens in their households.

**Recommendations:**

Following our historical analysis and analysis of the survey data, we suggest that the Mansfield Community Center consider implementing the following recommendations:

- Gradually reducing membership prices
- If necessary, focus on decreasing Individual membership rates
- Targeting Non-Member enrollment
- Creating Senior Discounts or memberships
- Increasing the availability of childcare options during program times
- Investigating the introduction of more member program benefits
- Expanding operation hours of the entire, or parts of the Community Center
- Expanding Adult Swim times

MANSFIELD PARKS & RECREATION FUND  
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE

AS OF June 30th, 2013

(With comparative totals as of June 30th, 2012)

	Budget	June 30	
	2012/13	2013	2012
<b>REVENUES:</b>			
Membership Fees	\$ 875,000	\$ 835,603	\$ 808,911
Program Fees	645,360	679,857	634,007
Fee Waivers	122,020	170,724	128,683
Daily Admission Fees	63,250	54,183	60,158
Rent - Facilities/Parties	32,000	17,176	26,277
Employee Wellness	20,160	18,885	18,620
Rent - E.O. Smith	11,250	5,100	13,100
Contributions	4,050	3,965	6,160
Sale of Merchandise	3,600	5,327	5,085
Sale of Food	3,200	3,781	585
Charge for Services	10,000	10,331	
Other	3,900	4,436	4,532
<b>Total Revenues</b>	<b>1,793,790</b>	<b>1,809,369</b>	<b>1,706,117</b>
<b>OPERATING TRANSFERS:</b>			
General Fund - Recreation Administrative	321,700	321,700	314,160
General Fund - Community Programs	75,000	75,000	75,000
CNR Fund - Bicent. Pond	25,000	25,000	25,000
CNR Fund - Teen Center	25,000	25,000	25,000
<b>Total Rev. &amp; Op Trans</b>	<b>2,240,490</b>	<b>2,256,069</b>	<b>2,145,277</b>
<b>EXPENDITURES:</b>			
Salaries & Wages	1,294,680	1,267,845	1,231,731
Benefits	255,830	242,717	254,761
Professional & Technical	146,100	166,443	155,087
Purchased Property Services	28,600	33,210	34,778
Repairs & Maintenance	20,200	30,819	18,049
Other Purchased Services/Rentals	151,550	130,975	125,638
Other Supplies	7,320	8,093	6,355
Energy	144,000	144,000	128,750
Building Supplies	42,900	55,176	49,676
Recreation Supplies	77,460	90,675	72,855
Equipment	54,370	54,068	46,965
Improvements	-	-	2,300
<b>Total Expenditures</b>	<b>2,223,010</b>	<b>2,224,021</b>	<b>2,126,944</b>
<b>EXCESS/DEFICIENCY</b>	<b>17,480</b>	<b>32,048</b>	<b>18,333</b>
<b>FUND BALANCE, JULY 1</b>	<b>116,442</b>	<b>116,442</b>	<b>88,388</b>
<b>FUND BALANCE, End of Period</b>	<b>\$ 133,922</b>	<b>\$ 148,489</b>	<b>\$ 106,721</b>

Mansfield Community Center  
Area Facility Pricing Comparison (As of September 1, 2013)

Facility	Amenities	Enrollment Fee	Rates	Annual Amount
Cardio Express (Mansfield, Tolland and other locations)	Cardio Equipment, Strength Equipment, 5 Types of Drop-In Group Training Classes, Tanning	\$0 down/\$19.99 month* 12 month contract (6 month for students)  \$29 down/\$10.00 month* No contract	<ul style="list-style-type: none"> <li>\$0 down/\$19.99 month* 12 month contract (6 month for students) no tanning</li> <li>\$29 down/\$10.00 month* No contract</li> </ul> <p>*All subject to one time \$20 processing fee and \$39 annual maintenance fee</p>	Express \$216.96*  X-Zone \$257.59*
Coventry Fitness	Cardio Equipment, Strength Equipment	One time fee \$49.95* for no commitment \$0* down for 12 month contract \$0 down for students	Regular members \$29.95* a month  Student membership 3 months \$75, OR school year valid till 5/31/13 \$200	\$359.40
CrossFit (Storrs)	Personal Training, Group Classes Strength Training, Plyometric Equipment	3-Mandatory "On Ramp Classes" for any plan \$132.94	Unlimited Classes Military/Police/Fire/EMS – \$126.56 Full Time Student – \$126.56 1 Year Contract – \$147.83 month 6 Month Contract – \$158.46 month Kids Under 16 - \$105.29 month	Regular annual \$1,773.96  1 Year Pay in Full – \$1,276.20 (3 1/2 Mo. free)
Super Future Fitness (North Windham)	Cardio Equipment, Strength Equipment, 12 Types of Fitness Classes, Babysitting, Tanning, Sauna	\$19.95 down/\$19.95 month for 1 year  \$49.95 down/\$10 month, \$39.95 annual fee. No contract	<ul style="list-style-type: none"> <li>All inclusive 1 yr contract: \$19.95 down, \$19.95/mo, \$39.95 annual fee</li> <li>Express membership no contract. Gym only. \$9.95 down, \$9.95/mo, \$39.95 annual fee</li> <li>Students \$1 down, \$24.95/mo, \$39.95 annual fee no contract</li> <li>1 Month (30 Days) No Contract for NEW members ALL inclusive</li> </ul>	<ul style="list-style-type: none"> <li>\$299.30</li> <li>\$169.30</li> <li>\$340.35</li> <li>\$5</li> </ul>

Individual Rate comparison only. Most other facilities do not have comparable Family Rates.

Mansfield Community Center  
Area Facility Pricing Comparison (As of September 1, 2013)

Facility	Amenities	Enrollment Fee	Rates	Annual Amount
UConn Recreation Center	Cardio Equipment, Strength Equipment, Lap Pool, Group Exercise. Indoor Track, Basketball, Volleyball & Badminton Courts, Racquetball, Climbing Center	None	<ul style="list-style-type: none"> <li>• Faculty and Staff (retired F/S) of UConn \$25/month</li> <li>• Non-Degree Student Affiliates of UConn \$25/month</li> <li>• UConn branch, medical and law students \$25.00 per month</li> <li>• Alumni of UConn \$25/month</li> <li>• Community Member \$35/month</li> </ul>	<ul style="list-style-type: none"> <li>• \$300.00</li> <li>• \$300.00</li> <li>• \$300.00</li> <li>• \$300.00</li> <li>• \$420.00</li> </ul>
Star Hill Family Athletic Center	Cardio and Strength Equipment, Indoor Lap Pool, Group Exercise, Indoor Track, Athletic Dome with turf fields basketball and volleyball courts, child care, cafe	\$30	<ul style="list-style-type: none"> <li>• Adult Membership (fitness only w/out group fitness) \$31/mo</li> <li>• Adult Membership (fitness only incl. group fitness) \$49/mo</li> <li>• Adult Membership (all inclusive) \$58/mo</li> </ul>	<ul style="list-style-type: none"> <li>• \$375</li> <li>• \$590</li> <li>• \$690</li> </ul>
Mansfield Community Center	Cardio and Strength Equipment, Indoor walking/Jogging Track, Lap Pool, Therapy Pool, Gymnasium, Child Care, Over 60 Types of Fitness Classes, Family Fun Nights & Activities, Teen Center, Parent-Tot Open Gym, Community Room Drop-In Games and Ping Pong, Adult Futsal, Basketball and Volleyball	\$35	<ul style="list-style-type: none"> <li>• Resident- \$28.33/mo</li> <li>• Non-Resident- \$33.48/mo</li> <li>• Ashford/Willington- \$30.47/mo</li> </ul>	<ul style="list-style-type: none"> <li>• \$330.00</li> <li>• \$390.00</li> <li>• \$355.00</li> </ul>

Individual Rate comparison only. Most other facilities do not have comparable Family Rates.

Mansfield Community Center

Family and Adult Child Membership Financial Analysis of Additional Members

Membership Type	Net Received
Annual Resident Family Additional	\$ 16,289.13
Third (or more) Adult on Membership	\$ 990.00
Annual Resident Adult/Child Additional	\$ 720.00
3-Month Resident Family Additional	\$ 1,711.00
Third (or more) Adult on Membership	\$ -
3-Month Resident Adult/Child Additional	\$ 345.00
<b>Overall Additional</b>	<b>\$ 20,055.13</b>

# of New Family Memberships to Make Up Revenue Difference

Membership Type	# Needed
Annual Resident Family	29
Annual Resident Adult/Child	2
3 Month Resident Family	9
3 Month Adult/Child	3
<b>Total New Resident Memberships Needed</b>	<b>43</b> (2.15% increase)

NOTES:

Marketing program to reach goal of 43 new resident memberships:

- \*Direct Mail to Resident Families
- \*Business Partnership with the Oaks Management  
(New Residents Downtown)
- \*Town Employee Wellness Program
- \*Business Partnership Program



Mansfield Community Center  
Pool Rental Pricing Comparison (as of September 1, 2013)

Facility	Amenities	Pool Rental Rates	High School Team
Cheshire Community Pool, Town of Cheshire	8 lane lap pool	\$210/party residents \$230/party non-residents	\$90/hr
Cornerstone Aquatic Center, Town of West Hartford	11 lane lap pool, multi-purpose pool	\$145/hr members, \$175/hr non-members	?
Indian Valley YMCA, Ellington	6 lane lap pool	\$29/lane/hr \$174/hr entire pool	\$29/lane/hr \$174/hr entire pool
Star Hill Family Athletic Center, Tolland	6 lane lap pool	\$40/lane/hr; \$115/hr members, \$135/hr non-members (up to 25 participants) \$135/hr members, \$150/hr non-members (25-40 participants) \$160/hr members, \$175 (over 40 participants)	\$65/hr
UConn Avery Point	6 lane lap pool	\$80/hr	\$80/hr
Mansfield Community Center	6 lane Lap Pool, 12' x 28' Therapy Pool	Current - \$100/hr members, \$200/hr non-members <b>Proposed - \$150/hr members, \$300/hr non-members</b>	\$50/hr (current) <b>\$75/hr (proposed)</b>



Mansfield Parks and Recreation Dept.  
Area Field Rental Comparison (As of September 1, 2013)

Town	Rates	Comments/Notes
Coventry	\$45 per game – residents \$65 per game - non-residents	\$250 security deposit required for tournaments
Hebron	\$20 per hour	in-town youth leagues are billed seasonally by agreement
Mansfield	current - \$25 per use <b>proposed - \$50 per use</b>	in-town youth leagues are not charged, provided they are co-sponsored by the Town per the Town's Co-sponsorship Policy
Tolland	\$120 per hour \$35 per hour for lights	Only rent new turf field at High School
Windham	\$100 per team (adult leagues) \$45 per hour for lights \$100 per day (non-local teams) \$100 special event (non-profit charging entry fee) No charge special event (non-profit not charging entry fee) \$500 special event (for-profit charging an entry fee) \$250 special event (for-profit not charging an entry fee)	Also have various field preparation fees

MANSFIELD PARKS and RECREATION DEPARTMENT

Proposed 9/23/13

Community Center Fee Recommendations  
Year Eleven - Effective November 1, 2013

	# in category prior year on 9/1/12	# in category as of 9/1/13	CURRENT RATES	RECOMMENDED RATES
<b><u>FAMILY/HOUSEHOLD - Annual</u></b>				
Resident - Full-use	517	516	590.00	590.00
Resident - Off-Peak	32	28	see note 6 below	see note 6 below
Ashford/Willington - Full-use	74	73	650.00	650.00
Ashford/Willington - Off-peak	7	7	see note 6 below	see note 6 below
Non-Resident - Full-use	138	153	685.00	685.00
Non-Resident - Off-peak	3	2	see note 6 below	see note 6 below
(includes 2 people, each addl. person [excluding residents] age 17 & under OR FT dependent student 24 & under with proof)	1,643	1,675	30.00	30.00
Additional F/H member age 18 & over, not dependent			50% off indiv. Rate	50% off indiv. Rate
<b><u>ADULT/CHILD HOUSEHOLD - Annual</u></b>				
Resident - Full-use	84	86	355.00	355.00
Resident - Off-Peak	0	0	see note 6 below	see note 6 below
Ashford/Willington - Full-use	18	21	390.00	390.00
Ashford/Willington - Off-peak	0	0	see note 6 below	see note 6 below
Non-Resident - Full-use	28	23	420.00	420.00
Non-Resident - Off-peak	0	0	see note 6 below	see note 6 below
(includes 1 adult and 1 child under age 14, each add'l child under age 14, [excluding residents])	193	202	30.00	30.00
<b><u>INDIVIDUAL - Annual</u></b>				
Resident - Full-use	366	391	330.00	330.00
Resident - Off-Peak	35	33	see note 6 below	see note 6 below
Ashford/Willington - Full-use	82	80	355.00	355.00
Ashford/Willington - Off-peak	7	4	see note 6 below	see note 6 below
Non-Resident - Full-use	218	215	390.00	390.00
Non-Resident - Off-peak	15	12	see note 6 below	see note 6 below

ANNUAL RATE NOTES:

- 1) Above rates are for annual fee paid in full
- 2) A 3% service charge is added for monthly payments
- 3) Rates may vary slightly from time to time for marketing promotions
- 4) Proof of address/household of residence required for all members age 18 and older
- 5) Full year commitment required. Refunds or Cancellations offered only in extenuating circumstances
- 6) Off-Peak rates will be maintained for existing members who continue, but is no longer available for new members (10/1/08)

Community Center Fee Recommendations  
Year Eleven - Effective November 1, 2013

	# in category prior year on 9/1/12	# in category as of 9/1/13	CURRENT RATES	RECOMMENDED RATES
<b><u>FAMILY/HOUSEHOLD - 3 Month Option</u></b>				
Resident - Full-use	45	37	195.00	195.00
Resident - Off-Peak	0	0	see note 6 below	see note 6 below
Ashford/Willington - Full-use	4	13	215.00	215.00
Ashford/Willington - Off-peak	0	0	see note 6 below	see note 6 below
Non-Resident - Full-use	11	30	225.00	225.00
Non-Resident - Off-peak	0	0	see note 6 below	see note 6 below
(includes 2 people, each add. Person, [excluding residents] age 17 & under OR FT dependent student 24 & under with proof) additional F/H member age 18 & over, not dependent	107	150	30.00 50% off indiv. Rate	30.00 50% off indiv. Rate
<b><u>ADULT/CHILD HOUSEHOLD - 3 Month Option</u></b>				
Resident - Full-use	9	11	120.00	120.00
Resident - Off-Peak	0	0	see note 6 below	see note 6 below
Ashford/Willington - Full-use	4	1	130.00	130.00
Ashford/Willington - Off-peak	0	0	see note 6 below	see note 6 below
Non-Resident - Full-use	11	8	140.00	140.00
Non-Resident - Off-peak	0	0	see note 6 below	see note 6 below
(includes 1 adult and 1 child under age 14, each add'l child under age 14, [excluding residents])	38	28	30.00	30.00
<b><u>INDIVIDUAL - Three Month Option</u></b>				
Resident - Full-use	61	70	110.00	110.00
Resident - Off-Peak	0	0	see note 6 below	see note 6 below
Ashford/Willington - Full-use	12	18	120.00	120.00
Ashford/Willington - Off-peak	0	0	see note 6 below	see note 6 below
Non-Resident - Full-use	48	64	130.00	130.00
Non-Resident - Off-peak	0	0	see note 6 below	see note 6 below

THREE MONTH OPTION NOTES:

- 1) Above rates must be paid in full
- 2) Conversion to annual membership will be pro-rated only within the first month
- 3) No refunds or cancellations for any reason
- 4) Proof of address/household of residence required for all members age 18 and older
- 5) Rates may vary slightly from time to time for marketing promotions
- 6) Off-Peak rates will be maintained for existing members who continue, but will no longer be available for new members

Community Center Fee Recommendations  
 Year Eleven - Effective November 1, 2013

	# in category prior year on 9/1/12	# in category as of 9/1/13	CURRENT RATES	RECOMMENDED RATES
<u>INDIVIDUAL ONLY - One Month Option</u>				
Resident	6	6	50.00	50.00
Ashford/Willington	1	0	55.00	55.00
Non-Resident	3	0	60.00	60.00

ONE MONTH OPTION NOTES:

- 1) Above rates must be paid in full
- 2) Conversion to annual membership will be pro-rated only within the month
- 3) No refunds or cancellations for any reason
- 4) Proof of address/household of residence required for all members age 18 and older
- 5) Rates may vary slightly from time to time for marketing promotions

Total Memberships - all categories (as of 9/1/12 & 13)	1,872	1,902
Total Members - all categories (as of 9/1/12 & 13)	3,879	3,957

**Community Center Fee Recommendations  
Year Eleven - Effective November 1, 2013**

DAILY ADMISSION	CURRENT RATES	RECOMMENDED RATES
Resident - Infant/Toddler (under age 3)	1.00	1.00
Resident - Youth (ages 3-17)	5.00	5.00
Resident - Adult (ages 18-61)	9.00	9.00
Resident - Senior Citizens (ages 62+)	7.00	7.00
Ashford/Willington - Infant/Toddler (under age 3)	2.00	2.00
Ashford/Willington - Youth (ages 3-17)	6.00	6.00
Ashford/Willington - Adult (ages 18-61)	10.00	10.00
Ashford/Willington - Senior Citizens (ages 62+)	8.00	8.00
Non-Resident - Infant/Toddler (under age 3)	3.00	3.00
Non-Resident - Youth (ages 3-17)	7.00	7.00
Non-Resident - Adult (ages 18-61)	11.00	11.00
Non-Resident - Senior Citizens (ages 62+)	9.00	9.00
Discount Book of 10 visits	10 % discount	10 % discount
Guest Pass (with member)	res. rate above	res. rate above
<u>TEEN CENTER</u>	FREE	FREE
<u>MISCELLANEOUS</u>		
Insufficient Fund Fee	25.00	25.00
Freeze-Fee (3-month)	20.00	<del>20.00</del>
Fitness Flex Standard Program Package 75 visit	225.00	250.00
Fitness Flex Standard Program Package 25 visit	n/a	105.00
Fitness Flex Standard Program Package 15 visit	n/a	60.00
Fitness Flex Plus Program Package 75 visit	n/a	288.00
Fitness Flex Plus Program Package 25 visit	n/a	121.00
Fitness Flex Plus Program Package 15 visit	n/a	69.00
Enrollment Fee - Annual	35.00	35.00
Enrollment Fee - Three month Option	35.00	35.00
Enrollment Fee - One Month Option	15.00	15.00
Credit Card Convenience Fee (online only)	3% per transaction	3% per transaction
<u>FACILITY RENTAL RATES</u>		
See attached party rental forms		
Safe Graduation - Out of Town Schools	18/person	18/person
Safe Graduation - E.O. Smith (50% discount)	9/person	9/person



# Mansfield Community Center Rental Information

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## General

Rental Request Forms are available at the Parks and Recreation office. Interested parties must return completed forms to the main office no later than two weeks prior to the visit date and most indoor facilities may be reserved earlier than three months ahead of the requested date. Requests made with less than a two-week notice are welcome, however, approval is dependant upon availability, staffing and required preparation.

## Qualified Renters and Options

We offer various rental options to choose from and upon inquiry can often make individual accommodations beyond our general rental packages. Rental facilities are available for both residents and non-residents. A for-profit business or individual is restricted from renting space at a town facility to make a direct financial gain. However, businesses are welcome to rent space to conduct meetings and training as long as there are no fees charged to participants.

### Community Room

A multi-purpose room accommodating up to 50 people. Tables and chairs may limit space to 30-35 comfortably. Typical uses are for meetings, training, seminars, luncheons, and birthday parties. Best room for power point and other formal presentations. Has an adjoining warming kitchen with commercial stove, refrigerator, and freezer. You can even supply your own caterer. Special features: dry erase board, video screen, large windows with blinds, tables and chairs.

### Arts and Crafts Room

A multi-purpose room that can comfortably accommodate up to 15 people at tables and chairs with 25 without tables. Typical uses are for birthday parties, social gatherings with food, and small meetings. Not recommended for formal power point-type presentations.

### Teen Center

A game room with a pool table, air hockey, foosball, ping-pong, music stereo, cable TV and computers. Typical uses are for social gatherings and birthday parties.

### Dance/Aerobics Room

A bright exercise room with a floating wood floor, mirrors, ballet bars, music system and lots of natural light. Typical uses are for non-profit club and individual exercise and health use.

### Gymnasium

A multi-purpose maple floor gymnasium with 6 basketball hoops (4 adjustable height), 2 competitive volleyball systems, tumbling mats, multipurpose balls, bleachers, and lots of natural light. Typical uses are for non-profit clubs, leagues, birthday parties, community events and performances.

### Main Swimming Pool

A 6 lane, 25 yard pool; including a 1 meter dive board. The pool is the home site for E.O. Smith High School swim teams and has the ability to host competitive swimming competitions in addition to recreational/leisure use. Typical uses are for leagues, social gatherings and birthday parties. Pool depth is 4'-12' with a pool temperature of 80-82.

### Therapy Pool

A shallow 4' - 5' deep pool with a warm a water temperature of 91-93. Designed mainly for therapeutic use. Typical uses for rental are birthday parties and individual therapy use.

# General Rental Policies at the Mansfield Community Center

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The following policies are designed to ensure that facility members and guests have a safe and enjoyable experience while at the Community Center. All guests must abide by the facility policies as well as specific rental policies. If you have any questions please see facility staff.

- Reservation requests must be made at least two weeks in advance of the requested date.
- Reservations are not confirmed until a 50% deposit payment is received, including security deposit (paid by separate check), and a confirmation receipt from Community Center staff is provided.
- Rental groups may bring in their own food and decorations upon approval of staff.
- Renters may come in ½ hour before rental time to set up and remain ½ hour after rental time to clean up.
- Decorations may not be taped or tacked to the walls. Tape may be used on the doors and windows only.
- Cancellations within two weeks of the rental will result in loss of security deposit.
- All party guests must check in at the Reception Desk to get a wristband or visitor sticker and be directed to the appropriate room.
- All guests must remain together and in the spaces reserved for their use.
- All guests must be overseen by a responsible adult (no matter what age)
- Smoking and tobacco products and alcoholic beverages of any kind are prohibited throughout the entire facility and grounds including all restrooms, front entrance area, parking lots and other outdoor areas.
- Food and beverages are allowed only in the Arts and Crafts Room and/or Community Room. All food and beverages brought in with the group must remain in the assigned room.
- Rental groups are responsible for general clean up of their assigned room.
- The Community Center is not responsible for lost or stolen items.

## General Facility Age Restrictions *(please note party rules above)*

- An adult must accompany all children under the age of 10 at all times.
- Children ages 9 -11 may utilize facilities (as age appropriate) provided their adult figure is in the building.
- Children age 12 and over may use age-appropriate facilities independently.
- Children 5 years or older must use gender appropriate locker rooms. We encourage families and individuals with special needs to utilize family changing rooms.
- See also Aquatic Center for additional pool age requirements.

### *Aquatic Center*

- All children who are not toilet trained must be wearing an appropriate swim diaper while in the water.
- Soap showers are required before swimming.
- Floatation devices are permitted but are limited to lifejackets and swim suits with built-in floatation devices. No inflatables, water noodles, or water wings are allowed. Any child wearing a life jacket must be accompanied in the water by an adult 18 years or older and must be within arms reach.
- Proper bathing attire is required. No jeans/casual shorts, t-shirts, or pants are allowed in the pool. Swimwear is not permitted in other areas of the facility outside of the pool.
- Masks and snorkels are allowed during lap swim time only.
- No glass containers or food allowed on the pool deck.
- Specific pool rules are posted in the pool area.

### *Gymnasium*

- The gymnasium is designed for multi-use activities such as basketball, volleyball, performances, etc.
- Inappropriate use of court equipment is prohibited.
- Food and drinks are not allowed in the gym, with the exception of plastic bottled water.
- Proper attire, including non-marking shoes, shorts/pants and t-shirt must be worn at all times.

### *Locker Rooms*

- For your convenience, both family changing areas and individual lockers are available at no charge. Both have been equipped with daily use lockers, showers, changing areas and bathroom facilities. The family locker area is located just outside the doors of the three family changing rooms.
- Guests are required to provide their own locks. Locking valuables, clothing, backpacks/equipment bags, etc. in a locker while using activity areas of the building is recommended. The Community Center is not responsible for lost or stolen items. All lockers are for daily use only.
- Cell phone use is prohibited in the locker rooms.

PAGE  
BREAK



**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *MGH*  
**CC:** Maria Capriola, Assistant Town Manager; David Dagon, Fire Chief  
**Date:** October 15, 2013  
**Re:** Selection of Labor Counsel

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**Subject Matter/Background**

The Town retains special legal counsel to advise management on issues related to labor and employment matters. Labor and employment counsel assists with a number of tasks such as: negotiating collective bargaining agreements; handling labor grievances; conducting employee disciplinary and termination proceedings; developing and/or revising personnel policies; and compliance issues related to federal and state laws such as the Family Medical Leave Act (FMLA) and American with Disabilities Act (ADA).

In the spring of this year, the Town issued a request for qualifications (RFQ) for labor and employment counsel. Five of eleven firms were interviewed in the first round by Maria Capriola, Chief Dagon, Deputy Mayor Moran as chair of the Personnel Committee and me. The firms were narrowed to two finalists, and we conducted a second round of interviews. We then completed reference checks for the finalists by contacting council-manager counterparts that utilized the firms.

In September 2013, management recommended to the Personnel Committee that the Council appoint the firm of Kainen, Escalera, and McHale, P.C. as labor and employment counsel to the Town. At its September 30, 2013 meeting, the Personnel Committee had an opportunity to meet with Attorneys Ken Weinstock and Dan Murphy from Kainen, Escalera, & McHale, P.C., and unanimously recommended that the Council approve the selection of the firm as labor and employment counsel to the Town.

**Financial**

The hourly rate for partners at the firm is \$225 per hour and will increase by no more than \$10 per hour in any subsequent year(s) of the contract. Moving to this firm would result in a savings of more than \$100 per hour for labor and employment counsel. Staff is confident that Kainen, Escalera, & McHale, P.C. would provide quality and responsive service.

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**Recommendation**

Pursuant to Section 76-4(l)(3) of the Town's Purchasing Ordinance, the Town Council must approve the appointment of special legal counsel. Accordingly, staff recommends that the Council authorize me to engage the firm of Kainen, Escalera, & McHale, P.C. as labor and employment counsel to the Town.

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

*Move, effective October 18, 2013, to authorize the Town Manager to engage the firm of Kainen, Escalera, & McHale, P.C. as labor and employment counsel to the Town, pursuant to the terms and conditions set forth in the attached Professional Services Agreement between the Town of Mansfield and Kainen, Escalera, & McHale, P.C.*

**Attachments**

- 1) Attorney Bios
- 2) Response to Request for Qualifications
- 3) Proposed Professional Services Agreement



**KENNETH S. WEINSTOCK**  
**Kainen, Escalera & McHale, P.C.**  
21 Oak Street  
Hartford, CT 06106  
Telephone: (860) 493-0870  
Facsimile: (860) 493-0871  
E-mail: kweinstock@kemlaw.com

**PROFESSIONAL  
EXPERIENCE:**

Mr. Weinstock represents public and private sector employers exclusively in all aspects of labor relations and employment law before state and federal courts, arbitration boards and state and federal administrative agencies, including the State Board of Labor Relations, State Board of Mediation and Arbitration, American Arbitration Association and Freedom of Information Commission. He represents employers in collective bargaining negotiations, grievance and interest arbitrations, union organizing campaigns and prohibited practice complaints. Mr. Weinstock also represents employers in all types of workplace discrimination claims before the Connecticut Commission on Human Rights and Responsibilities and Equal Employment Opportunity Commission. He also counsels public and private sector employers in all labor and employment matters including compliance with all laws and regulations governing the workplace, contract administration, personnel policies, sexual harassment training, hiring and firing matters, employee testing and general personnel and human resource concerns.

**EDUCATION:**

Mr. Weinstock received his Juris Doctor from Boston University School of Law in 1993 where he was a Hennessey Scholar. He received a B.A. *magna cum laude* in political science from Boston University in 1990, where he was a Harry S. Truman National Scholar from New Jersey.

**BAR ADMISSIONS:**

New Jersey, 1993; U.S. District Court for the District of New Jersey, 1993; Massachusetts, 1993; U.S. District Court for the District of Massachusetts, 1994; Connecticut, 1996; U.S. District Court for the District of Connecticut, 2004.

**PROFESSIONAL AND CIVIC ACTIVITIES:**

Annual presenter at National Public Employer Labor Relations Association Annual Conference; Faculty member for the National Public Employer Labor Relations Association's Labor Relations Academy; Lectures throughout New England and nationally for chambers of commerce, human resource and legal education organizations on various labor and employment topics; Connecticut Public Employer Labor Relations Association – Executive Committee member, 2003-2007; International Public Management Association for Human Resources Eastern Region – Connecticut Chapter Outstanding Chapter Member Award Nominee, 2007; University of Connecticut School of Business Executive Education Program Faculty Member – 2007 to present.

**PROFESSIONAL ASSOCIATIONS:**

Member: American Bar Association; Connecticut Bar Association; Massachusetts Bar Association; Hartford County Bar Association; National and Connecticut Public Employer Labor Relations Association; Labor and Employment Relations Association; International Public Management Association for Human Resources; Society for Human Resource Management; Connecticut Association of Boards of Education; National School Boards Association; Connecticut School Attorneys Council; Connecticut Association of Municipal Attorneys.

**PUBLICATIONS:**

Update Editor for the Connecticut Conference of Municipalities' *Municipal Employee Relations Act Manual*; Previously served as Contributing Editor for the *Developing Labor Law* and *Connecticut Employment Law Letter*.

**RECOGNITION:**

Prior recipient of the *Hartford Business Journal's* "40 Under Forty" award, recognizing Mr. Weinstock as one of Greater Hartford's up and coming business and civic leaders.



**DANIEL P. MURPHY**  
**Kainen, Escalera & McHale, P.C.**

21 Oak Street  
Hartford, CT 06106  
Telephone: (860) 493-0870  
Facsimile: (860) 493-0871  
E-mail: dmurphy@kemlaw.com

**PROFESSIONAL  
EXPERIENCE:**

Mr. Murphy practices in all aspects of labor, employment, education and business related immigration law. Mr. Murphy represents private and public sector employers in labor and employment law matters before state and federal courts, arbitration panels and administrative agencies, including the State Board of Labor Relations, State Board of Mediation and Arbitration, Commission on Human Rights and Opportunities, Equal Employment Opportunity Commission and Freedom of Information Commission. He regularly represents employers in collective bargaining negotiations, mediation and interest arbitrations and handles employee disciplinary matters including terminations and grievance arbitrations. Mr. Murphy represents boards of education in a wide range of matters, including student expulsions, transportation and residency hearings, in addition to conventional labor relations and employment matters. He dedicates a significant portion of his practice to counseling clients in all aspects of labor, employment and education law. He regularly handles workplace investigations, develops and revises employee handbooks and policy manuals, and counsels employers in hiring and termination issues. Mr. Murphy counsels employers on I-9 compliance issues and represents employers in business related immigration matters, including securing business visas for foreign nationals working in the United States. In addition to his years of private practice, Mr. Murphy previously served as the Municipal Prosecutor for the Borough of Roselle Park, New Jersey and joined the firm after serving the Connecticut State Department of Education as the Director of Legal and Governmental Affairs, where he served as General Counsel to the State Board of Education and the Commissioner of Education.

**EDUCATION:**

Lafayette College, Easton, Pennsylvania, B.A., 1990  
Seton Hall University, School of Law, Newark, New Jersey, J.D.,  
1994

**BAR ADMISSIONS:**

Connecticut, United States District Court for the District of Connecticut, United States Court of Appeals for the Second Circuit, United States District Court for the District of New Jersey, United States Court of Appeals for the Third Circuit.

**PROFESSIONAL AND CIVIC ACTIVITIES:**

Mr. Murphy is a frequent speaker locally and nationally on education, labor and employment and business immigration matters. He has spoken at events sponsored by the Connecticut Association of Boards of Education, National School Board Association and various other human resources and legal education organizations.

**PROFESSIONAL ASSOCIATIONS:**

Member: American, Connecticut and Hartford County Bar Associations; Connecticut School Attorneys Council (President, 2004); National School Boards Association; New Jersey Bar Association.

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April 3, 2013

VIA OVERNIGHT DELIVERY

Ms. Maria Capriola  
Assistant Town Manager  
Town of Mansfield  
4 South Eagleville Road  
Mansfield, CT 06268-2599

Re: Request for Qualifications – Labor and Employment Legal Services  
*Due Date – April 5, 2013 @ 12 p.m.*

Dear Ms. Capriola:

On behalf of Kainen, Escalera & McHale, P.C., I am pleased to offer this correspondence and the accompanying information in response to the Town of Mansfield's Request for Qualifications for Labor and Employment Legal Services. Accompanying this correspondence please find more detailed information about our firm and an overview of our resources, qualifications and experience representing Connecticut municipalities in the area of labor relations and employment law.

As a law firm that focuses its practice on representing management exclusively, with a focus on public sector labor relations and employment law, we believe that we are exceptionally and uniquely well-qualified to represent the Town of Mansfield with all of its labor relations and employment litigation needs. We distinguish ourselves from other law firms in terms of the quality of the legal services we provide (including the timeliness of our responses), the efficiency with which our services are delivered and the breadth and depth of experience of our attorneys. We continue to be successful by meeting our clients' needs and expectations in each of these areas.

We hope you will agree that our experience in labor relations and employment law demonstrates that our firm is particularly well-suited to meet the needs of the Town of Mansfield in all areas. Because there are certain intangibles that cannot be captured in a written response, we would welcome the opportunity to meet with you and others involved in the selection process to further discuss our qualifications.

Thank you for considering Kainen, Escalera & McHale, P.C. Please do not hesitate to contact me directly should you need further information.

Very truly yours,

Kenneth S. Weinstock  
[kweinstock@kemplaw.com](mailto:kweinstock@kemplaw.com)  
Partner/Shareholder  
Kainen, Escalera & McHale, P.C.  
21 Oak Street, Suite 601  
Hartford, CT 06106  
Phone (860) 493-0870  
Fax (860) 493-0871

KSW:BM  
Enclosures

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## FIRM BACKGROUND

Kainen, Escalera & McHale, P.C. is a boutique law firm, located in Hartford, CT directly across the street from the State Capitol building, with a practice that focuses on representing public and private sector employers in all aspects of labor relations, employment law and related litigation. We recognize that in this challenging economic environment successful providers of legal services must find ways to deliver those services more cost effectively, and our experience indicates that a boutique firm has a competitive advantage because we can control expenses and hold the line on hourly rates, while at the same time providing the highest quality legal services.

Now more than ever, municipalities need timely, effective and cost-efficient representation, and at Kainen, Escalera & McHale, P.C. we have tailored our business model and legal practice to allow us to meet those needs. As a firm, we are committed to providing first quality work in a timely manner and at a reasonable price. For example, unlike many large firms, we do not staff a collective bargaining negotiation with multiple lawyers or junior lawyers who are in training at our clients' expense. We do not hire new lawyers out of law school only to expect our clients to pay for their training. To the contrary, we restrict membership in our firm to only seasoned labor and employment attorneys. As a result, the depth of experience each of our attorneys possess exclusively in labor relations and employment law means we can deliver to our municipal clients efficient, high quality and cost effective representation.

We conduct a labor and employment practice that is nationwide. Our clients include a wide variety of public sector entities, non-profit organizations and private businesses. Our public sector clients include large cities and small towns, local and regional governmental authorities and boards of education of all sizes throughout the state. As explained in greater detail in this response, we regularly address and solve problems for our municipal clients in a wide array of areas: collective bargaining negotiations, mediation and arbitration; contract administration and interpretation; grievance arbitration; statutory interpretation; freedom of information issues; equal employment opportunity, discrimination and civil rights issues; employee discipline and discharge determinations; First Amendment issues; affirmative action plans; recruitment and hiring issues; employment manuals, applications and policies; heart and hypertension claims; workers' compensation claims; unemployment compensation claims; state and federal wage and hour compliance; workplace privacy and surveillance issues; FMLA and ADA compliance issues; and litigation in state and federal agencies and courts. We also conduct employee investigations, as well as training seminars on a variety of topics as requested by our clients.

We are proud that Kainen, Escalera & McHale, P.C. has been selected to be listed on the first-tier rankings for employment law defense firms in the 2010, 2011, 2012 and 2013 editions of *U.S. News - Best Lawyers "Best Law Firms" rankings*.

- **REPRESENTATIVE PUBLIC SECTOR EMPLOYER CLIENTS OF THE FIRM**

Members of our firm currently represent the following public sector clients in all aspects of labor relations and employment law ranging from collective bargaining to grievance arbitration to day-to-day counseling regarding contract interpretation and general personnel matters to defending these employers in employment litigation matters, including civil rights and workplace discrimination claims brought by employees:

- The cities of Hartford, Waterbury, Bristol, Middletown and Milford;
- The towns of Bloomfield, Brookfield, Colchester, Cromwell, East Hampton, East Lyme, Ellington, Fairfield, Killingly, Killingworth, Lisbon, Old Lyme, Old Saybrook, Plainville, Portland, Putnam, Somers, Tolland and Thompson;
- The Putnam Special Services District and the Cromwell Fire District;
- The Housing Authorities of the Cities of Torrington, Norwich and New Britain and the Town of East Hartford;
- The Boards of Education of Brookfield, Danbury, East Granby, East Lyme, Ellington, Griswold, Guilford, Fairfield, Franklin, Ledyard, Litchfield, Monroe, New London, Newtown, Old Saybrook, Plainville, Preston, Putnam, Regional School District No. 19, Seymour, Sherman, Vernon, Voluntown and Waterbury; and
- The Connecticut Resources Recovery Authority and the Hartford Parking Authority.

A number of these clients are contained on the list of references attached to this response and additional references are available upon request.

- **OUR EXPERIENCE REPRESENTING MUNICIPALITIES IN COLLECTIVE BARGAINING NEGOTIATIONS, INTEREST ARBITRATION AND GRIEVANCE ARBITRATION**

Our attorneys have negotiated hundreds of collective bargaining agreements for our public sector clients and represented our clients in contract mediation, interest arbitrations and dozens of grievance arbitrations. With this experience, we have become keenly aware of the ongoing budgetary challenges facing municipalities in the current economic climate, settlement trends, interest arbitration findings and the unique labor and employment related issues facing municipalities.

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Representing municipalities most often involves serving as chief spokesperson in collective bargaining negotiations or presenting cases in interest arbitration. Prior to negotiations we customarily engage in a comprehensive review of the collective bargaining agreement and suggest areas for improvement. Unlike some other firms, we do not view contract negotiations as a "winner take all" event, but rather believe contract negotiations are successful when an agreement is reached expeditiously and through mutual agreement with the least disruptive impact on the employees or the municipality. Because our aim is to add value to our municipal clients' relationships with their employees, we believe that a "scorched-earth" strategy has no place in the area of labor relations. Labor disputes are different than other legal issues and therefore need to be handled carefully to ensure that the relationship between the municipality and the union is not damaged because that relationship must endure long after the negotiation is over. Therefore, we believe contract negotiations are most successful when we reach a negotiated settlement, and we have successfully assisted our clients in reaching a negotiated settlement in over 90% of the negotiations in which we have been involved.

We believe that we have two responsibilities to our clients in every matter: (1) to help our clients formulate a strategy that works for them – sometimes by asking the hard questions; and (2) to execute our clients' strategy and achieve the objectives in the most efficient, effective way possible. This pragmatic approach has resulted in our settling some contracts in one meeting while guiding clients through multi-year labor disputes in other situations. We take pride in avoiding the cookie-cutter approach to labor negotiations employed by some firms, who have earned dubious labels as "bomb throwers", "union busters", "settlers" or lawyers who "fight to their client's last dollar".

In the last three years, we have achieved negotiated wage and step freezes, progressive health insurance plan design changes, full substitution of high deductible health plans to replace more expensive alternative insurance plans along with progressive reductions in the employer's contributions to the deductible and the phasing in of health insurance for employees only, with employees paying the difference to insure other dependents. As it concerns pensions and other post-employment benefits, we have negotiated caps/reductions in pensions, the elimination of defined benefit plans and a shift to defined contribution plans, the phasing out of employer paid for retiree health insurance and other post-employment/retirement benefits. These voluntary, negotiated settlements have resulted in significant financial savings for our clients, while simultaneously preserving the positive working relationships with their unions.

However, if a negotiated agreement is not attainable, we have extensive experience in interest arbitration. Through this process, we have obtained wage and step freezes along with reasonable wage increases in subsequent years, significant health insurance plan design changes, full replacement of alternative health insurance plan designs, increased employee cost shares, phasing out of defined benefit pensions and benefits after retirement and contract language that has assisted management in the administration of the agreement. These outcomes have resulted in significant financial savings for these clients.

All of our partners are active in organizations that support public sector employers, such as the Connecticut Conference of Municipalities, the Connecticut Association of Boards of Education, the Connecticut Association of Municipal Attorneys, and the Connecticut Public Employers Labor Relations Association. In this way we are able to keep abreast of any developments that may impact our public sector clients, and to advise them accordingly.

- EXPERIENCE AND QUALIFICATION OF OUR ATTORNEYS WHO WOULD PROVIDE ASSISTANCE WITH COLLECTIVE BARGAINING, INTEREST ARBITRATION, GRIEVANCE ARBITRATION AND FREEDOM OF INFORMATION ISSUES

We find it most effective in providing timely advice and a same day response to offer a team of attorneys to assist the Town of Mansfield. The following attorneys are available to assist the Town of Mansfield in all aspects of labor relations, including serving as chief spokesperson in contract negotiations, representing the Town in grievance and interest arbitrations and advising the Town on contract administration:

Name: **KENNETH S. WEINSTOCK**  
Years of Experience: 19 years  
Position in Firm: Shareholder/Partner  
Percentage of Practice in Labor and Employment Law: 100%

Name: **PATRICK J. McHALE**  
Years of experience: 20 years  
Position in Firm: Shareholder/Partner  
Percentage of Practice in Labor and Employment Law: 100%

Name: **FREDERICK L. DORSEY**  
Years of experience: 28 years  
Position in Firm: Partner  
Percentage of Practice in Labor and Employment Law: 100%

Name: **DANIEL P. MURPHY**  
Years of experience: 18 years  
Position in Firm: Partner  
Percentage of Practice in Labor and Employment Law: 100%

Ken, Pat, Fred and Dan have similar extensive experience representing municipalities in all aspects of labor relations. Collectively during their careers they have handled hundreds of grievance arbitrations and prohibited practice claims for our public sector clients before the American Arbitration Association, Federal Mediation and Conciliation Service, the State Board of Mediation and Arbitration and the State Board of Labor Relations. These disputes have ranged from whether employees were entitled to proceeds from the Anthem demutualization; to terminations, suspensions and other disciplinary matters; and contract interpretation issues involving management rights,

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accrued benefits, leave provisions and others. Included for your review are the professional biographies of these attorneys that further detail their experience and qualifications.

- **OUR EXPERIENCE ASSISTING MUNICIPALITIES WITH EMPLOYMENT LAW AND EMPLOYMENT LITIGATION ISSUES**

Should litigation arise, we are committed to obtaining the earliest possible resolution of an employment dispute in a manner satisfactory to our client. We take pride in developing cost-effective strategies at the outset of litigation and then implementing those strategies to produce a successful result. We explore settlement opportunities early in the process as a cost-saving mechanism and frequently employ a variety of alternative dispute resolution procedures. We also explore non-monetary settlement incentives including, when appropriate, out-placement services, favorable letters of reference, general releases and agreed statements to the public regarding the circumstances of an employee's termination.

We have been extremely successful in using dispositive motions to obtain dismissal, narrow the issues, to place the case in a better posture for settlement and to contain costs. To date, we have not had a jury verdict entered against our municipal clients. Rather, we have disposed of such cases through a Motion to Dismiss or Motion for Summary Judgment, obtained a defense verdict and prevailed on appeal or settled the case on favorable terms.

If it becomes necessary to proceed to trial, the experience that our attorneys have in defending employers in labor and employment litigation exceeds that of the vast majority of firms in Connecticut. Our litigation attorneys, who spend 100% of their practice engaged in employment law matters, collectively have tried over 150 cases.

As with our labor relations practice, we have a team of employment litigators who can assist the Town of Mansfield with all of its employment related litigation. Our partners have extensive experience in defending municipalities against discrimination claims, civil rights claims and First Amendment retaliation claims, Title VII claims (including race, national origin, color, religion and sex discrimination, retaliation and harassment), ADA claims, Rehabilitation Act claims, FMLA claims, ADEA claims, Equal Pay Act claims, Connecticut Fair Employment Practices Act claims, state whistleblower claims, state wrongful discharge claims, state tort claims, contract claims, all manner of Sections 1981 and 1983 claims (including First Amendment claims, equal protection claims, due process claims and conspiracy claims), Conn. Gen. Stat. § 31-51q claims, wiretap claims and claims arising out of consent decrees. Our attorneys have also been successful in pursuing the defenses of Eleventh Amendment immunity, sovereign immunity, legislative immunity and qualified immunity on behalf of our governmental clients and their officers and employees. Our team of attorneys who focus their practice in employment litigation are as follows:

Name: **MIGUEL A. ESCALERA JR.**  
Years of experience: 20+ years  
Position in Firm: Shareholder/Partner  
Trial experience: 50+ trials  
Percentage of Practice in Labor and Employment Law: 100%

Name: **DIANA GARFIELD**  
Years of experience: 30+ years  
Position in Firm: Partner  
Trial experience: 25+ trials  
Percentage of Practice in Labor & Employment Law: 100%

Name: **SHEL D. MYERS**  
Years of experience: 19 years  
Position in Firm: Shareholder/Partner  
Trial experience: 10+ trials  
Percentage of Practice in Labor and Employment Law: 100%

Name: **JOSEPH W. McQUADE**  
Years of experience: 19 years  
Position in Firm: Shareholder/Partner  
Trial experience: 10+ trials  
Percentage of Practice in Labor and Employment Law: 100%

Name: **JENNIFER L. DIXON**  
Years of experience: 18 years  
Position in Firm: Shareholder/Partner  
Trial experience: 5+ trials  
Percentage of Practice in Labor and Employment Law: 100%

Included for your review are the professional biographies of these attorneys that further detail their experience and qualifications.

- **FEES AND COST CONTAINMENT STRATEGIES**

We bill our clients based on the amount of time we spend working for them. We keep computerized records of the time we spend each day working on client matters, from which we prepare monthly bills and third party expenses. We bill in one-tenth of an hour increments. In recognition of the economic challenges presently facing our municipal clients, we bill at discounted rates.

For the Town of Mansfield we are prepared to offer a discounted, blended rate of \$225 per hour for 2013 regardless of the attorney handling the matter. Billing rates are reviewed and, if necessary, adjusted annually. It is important to emphasize that our blended, discounted hourly rate is a true discounted hourly rate. Unlike many of our

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competitors, who quote lower blended rates that they achieve by having entry-level lawyers spend considerable time on routine client matters, our firm's organizational structure and philosophy do not allow such practices. We do not employ entry-level or junior attorneys.

The depth and experience of our nine attorneys allows us to handle routine and complex matters very efficiently and often without the need for incurring extensive costs for our clients. Because all of our attorneys have at least 19 years of experience in labor relations and employment law, we have no need to staff matters with multiple attorneys in order to provide effective representation and each of us can handle matters very efficiently and often without the need for incurring extensive legal research costs.

Because at this time we have no way of knowing the total scope of legal work that may be required to represent the Town of Mansfield, we are not proposing any general cap on legal fees. However, we are willing to discuss the concept of a "fee cap", flat fee or fixed-fee arrangement for individual matters such as a grievance arbitration or contract negotiation, once the issues in dispute and scope of work have been identified, if that is a billing arrangement that holds appeal for the Town. We do not require payment of an upfront retainer against which fees will be billed and collected.

Unlike many of our competitors, we do not charge for word processing, local or long-distance telephone calls or routine copying. Generally, we use secretaries (for whose time we do not charge) to perform non-legal tasks for our clients. We charge paralegals at a discounted hourly rate of \$75.

The only charges beyond those for professional services that we pass on to clients are those for third party fees such as court filings or arbitrator's fees, travel time, transcription and court reporter fees, expert fees, exhibit fees, and extraordinary copying charges for case presentations, all of which are billed at our actual cost. Such expenses are itemized on our invoices.

We believe that the first step in containing legal costs is to educate decision-makers on ways to avoid legal problems. We recommend that at the beginning of our legal representation we meet with the Personnel Director, Finance Director and the Mayor to assess the Town's needs and to review the respective collective bargaining agreements, policies and procedures. Based on these assessments, we can establish, where necessary, new provisions to propose at the bargaining table, new policies and practices to implement and develop training sessions and seminars as needed.

Also, where appropriate, we can prepare members of the management team for low-level administrative proceedings such as informal State Board of Labor Relations investigatory conferences or unemployment compensation claims as a means of handling these issues in a cost-effective manner. Of course, we are always ready to appear and advocate on the Town's behalf.

The breadth of experience our attorneys possess simply means less time overall required to handle routine client matters. Less time means fewer billable hours. We not only work to minimize the number of hours spent in negotiations, but we also endeavor to maintain positive, professional relationships with those officials in regulatory agencies and representatives on the other side of the bargaining table so that we can sometimes accomplish in a phone call what might otherwise take hours or days of legal work. Yet, when necessary, we provide the best available representation in adversarial proceedings such as grievance and binding interest arbitration and litigation.

- CONCLUSION

We distinguish ourselves from our competitors in terms of the quality of our legal services we provide (including the timeliness of our responses), the efficiency with which our services are delivered and the depth of experience of our attorneys. Of course, a good source of information about our services is the other clients we represent. We have provided a list of client references who can speak to you directly about their experience with our firm.

We hope you agree that our experience in specialized labor relations matters, employment law and employment litigation, makes us well-suited to meet the needs of the Town of Mansfield in all of these areas. Because there are certain intangibles that cannot be captured in a written response, we would welcome the opportunity to meet with you and the selection committee to further discuss our qualifications.

We welcome the opportunity to work with the Town of Mansfield. Thank you for considering Kainen, Escalera & McHale, P.C. Please do not hesitate to contact me directly should you need further information.

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## REFERENCES

Ms. Diane Ferguson, Personnel Director, City of Bristol, 111 North Main Street, Bristol, CT 06010 (860) 584-6179

Mr. Steven V. Bielenda, Director of Human Resources, Town of Enfield, 820 Enfield Street Enfield, CT (860) 253-6346

Ms. Debra J. Collins Carabillo, Assistant Human Resources Director, City of Hartford, Human Resources Department, 550 Main Street, Hartford, CT 06103 (860) 757-9817

Mr. Thomas Roohr, Director of Human Resources, Town of Cromwell, 41 West Main Street, Cromwell, CT 06416 (860) 632-3497

Ms. Tonya Park, Personnel Director, Town of Thompson, Thompson Town Hall, P.O. Box 899, North Grosvenordale, CT 06255 (860) 923-9561

Mr. Steven Werbner, Town Manager, Town of Tolland, 21 Tolland Green, Tolland, CT 06084 (860) 871-3660

Mr. Robert Lee, Town Manager, Town of Plainville, One Central Square, Plainville, CT 06062 (860) 793-0062

Chief Rick Hayes, Putnam Special Services District, 189 Church Street, Putnam, CT 06260 (860) 928-6565

Ms. Claudia A. Sweeney, Executive Director, Torrington Housing Authority, 110 Prospect St., Torrington, CT 06790 (860) 482-4257

Mr. Charles Whitty, Executive Director, Housing Authority of the City of Norwich, 10 Westwood Park, Norwich, CT 06360 (860) 887-1605 x 12

Mr. Bruce Silva, Superintendent of Schools, Regional School District #19, E. O. Smith High School, 1235 Storrs Road, Storrs, CT 06268 (860) 487-1862

Dr. Paul Freeman, Superintendent of Schools, Guilford Public Schools, 55 Park Street, P.O. Box 367, Guilford, CT 06437 (203) 453-8210

Mr. James Agostine, Superintendent of Schools, Monroe Public Schools, 375 Monroe Turnpike, Monroe, CT 06468 (203) 452-8600

Note: Additional references available upon request.



**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE TOWN OF MANSFIELD, CONNECTICUT  
AND  
KAINEN, ESCALERA & McHALE, P.C.**

This Agreement, effective on the 18<sup>th</sup> day of October, 2013, through the 17<sup>th</sup> day of October, 2015, by and between the TOWN OF MANSFIELD (hereinafter referred to as the "TOWN"), duly authorized pursuant to *Conn. Gen. Stat. § 7-148*, with an office at the Audrey P. Beck Municipal Building, Four South Eagleville Road, Storrs, CT 06268, and KAINEN, ESCALERA & McHALE, P.C., (hereafter referred to as the "FIRM"), with a principal place of business at 21 Oak Street, Suite 601, Hartford, CT 06106.

**WITNESSETH:**

WHEREAS, pursuant to *Conn. Gen. Stat. § 7-148*, and Town of Mansfield Charter Section C305C, the Town Council may procure such legal services as it may require; and

WHEREAS, the TOWN requires the professional services of legal counsel to assist in representing its interests with respect to the matters described below; and

WHEREAS, the TOWN has determined that outside counsel with particular expertise is warranted and has authorized the Town Manager to procure and direct the services of such counsel and to execute this Professional Services Agreement with the FIRM; and

In consideration of these promises and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**SECTION 1: SCOPE OF SERVICES**

1.1. The services to be provided will be those requested by the TOWN relating to the TOWN'S Labor and Employment related matters. The specific services to be provided for a particular project or matter may be further defined in correspondence between the Town Manager and the FIRM. The FIRM shall only undertake work pursuant to task orders that the Town Manager has approved and which contain approved budgets for their performance.

The general subject matter of the services which the TOWN expects to request from the FIRM may include one or more of the following:

(a) Advising and assisting the Town, in light of regulatory, financial and operational considerations, in developing a comprehensive legal strategy for addressing the Town's specific labor and employment needs, that may include researching and evaluating the efficacy of various options to meet the Town's strategic objectives;

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(b) Drafting, reviewing and editing documents such as collective bargaining agreements, employee handbooks, personnel policies, notices to employees, job applications and any other labor and employment related documents that the TOWN directs the FIRM to prepare;

(c) Representation at hearings before the State Board of Mediation and Arbitration, the State Board of Labor Relations, other dispute resolution agencies, in various administrative proceedings, mediations, arbitration hearings and litigation in all courts of law pursuant to claims and allegations stemming from or related to labor and employment actions pursued by the TOWN;

(d) Review, analysis, investigation and research to carry out the above services; and

(e) Being available upon the reasonable request of the TOWN for consultation in person and/or on the telephone as necessary.

(f) If requested, assist the TOWN with a comprehensive review of the applicable statutes, TOWN policies and procedures and other documents used by the TOWN in the labor and employment context to determine whether there are changes to any of them that would facilitate and enhance their effectiveness;

1.2 In performing the services, the FIRM will perform the following activities as part of, or in support of the services:

(a) Research, investigate, review and analyze all information necessary to carry out all Services;

(b) Negotiate, prepare and revise all agreements and other documents necessary for the performance of the services;

(c) Be available upon the reasonable request of the TOWN to consult with the officers and employees of the TOWN, and with any other group or person designated by the TOWN;

(d) Hire and consult with experts, consultants, mediators and investigators as may be reasonably and necessarily required and as approved by the TOWN subject to the following requirements and limitations:

(1) Terms of subcontracts must be approved in writing and in advance by the TOWN. In requesting approval, FIRM must provide the basis for its recommendation that the subcontractor be retained and justification for the recommended subcontractor's proposed rates and reimbursements;

(2) Subcontracts or agreements must include terms which are substantially similar to the billing terms in the Compensation and Reimbursement Section of this Agreement;

(3) The FIRM's bills for subcontracted work must include full detailed

itemizations of all fees and expenses for the subcontracted work, with appropriate supporting documentation;

(e) Provide all necessary paralegal and clerical support; and

(f) Prepare and keep current a synopsis of relevant research, processes and procedures developed during the course of FIRM's performance under this Agreement in a format that is easily accessible to the TOWN as directed by the Town Manager.

**SECTION 2: AGREEMENT ADMINISTRATION**

2.1 The person in charge of administering this Agreement on behalf of the TOWN shall be the Town Manager, or his successor in function, whose address and telephone number are as follows:

NAME: MATTHEW W. HART  
TITLE: TOWN MANAGER  
AGENCY: TOWN OF MANSFIELD  
ADDRESS: Audrey P. Beck Municipal Building  
Four South Eagleville Road  
Storrs, CT 06268  
TELEPHONE: (860) 429-3336 x5  
E-MAIL: [HartMW@MansfieldCT.org](mailto:HartMW@MansfieldCT.org)

2.2 The person in charge of administering this Agreement on behalf of the FIRM shall be Attorney Kenneth S. Weinstock, whose title, address, office telephone, cell phone, fax number and e-mail are as follows:

NAME: KENNETH S. WEINSTOCK  
TITLE: SHAREHOLDER AND ATTORNEY  
FIRM: KAINEN, ESCALERA & McHALE, P.C.  
ADDRESS: 21 Oak Street, Suite 601  
Hartford, CT 06106  
OFFICE TELEPHONE: (860) 493-0870  
FAX NUMBER: (860) 493-0871  
E-MAIL: [kweinstock@kemlaw.com](mailto:kweinstock@kemlaw.com)

**SECTION 3: COMPENSATION AND REIMBURSEMENT**

3.1 The TOWN agrees to compensate the FIRM for Services in accordance with the following rate schedule for the first year of this Agreement.

<u>Position</u>	<u>Hourly Rate</u>
All Shareholders and Attorneys	\$225
Paralegals	\$75

The above hourly rates shall be charged only for actual time spent rendering such Services; the FIRM shall not "round off" time. The time spent rendering Services shall be billed to the tenth part of an hour. The TOWN shall not be charged for any other time expended by the FIRM during travel, overnight stays, or the like associated with the performance of the Services. The above rates are subject to change on a periodic basis but no more often than once per contract year. The above rate shall remain unchanged through at least December 31, 2014. Thereafter, if any change in rates occurs in any subsequent years of this Agreement, such change shall capped at no more than \$10/per hour above the prior year's rate for each of the above-described positions.

3.2 Compensation will be paid only after the submission of itemized documentation, in a form acceptable to the Town Manager. Billings are to be submitted on a monthly basis to Town Manager, Town of Mansfield, Audrey P. Beck Municipal Building, Four South Eagleville Road, Storrs, CT 06268. The billings must contain, at a minimum, a detailed description of the work performed, the date of performance, the actual time spent performing the work, and the name and position of the person(s) rendering the Service. Provided, however, if the TOWN and the FIRM have agreed to a fixed fee or other billing arrangement not based on hourly rates, the TOWN may waive the requirement for hourly detail. When requested, the monthly bill must also be accompanied by a summary memorandum describing how the Service rendered furthered resolution of the matter and the current status of the matter. The Town Manager may, prior to authorizing payment under this Section, require the FIRM to submit such additional accounting and information as the Town Manager deems necessary or appropriate. The FIRM shall not be compensated for any time spent preparing any billing documentation, including but not limited to such documentation and accompanying memoranda required by subsections 3.2, 3.3, 3.5, 3.6, 3.10, and 9.3. Notwithstanding the foregoing, the FIRM is entitled to reasonable compensation for meetings with the Town Manager or other TOWN officials to determine an appropriate budget.

3.3 Prior to performing certain Services, the TOWN may request the FIRM to submit to the Town Manager for approval, a projected plan and budget containing, but not limited to, a brief statement of the case or matter, a description of the nature and scope of the various phases of the Services expected to be performed, an estimate of the cost of the work broken down into the various phases of the Services, and an estimate of the time required to successfully complete the Services. Prior to effecting, undertaking or initiating a material change in the Service, the FIRM shall submit to the Town Manager for approval, a revised projected plan and budget that reflects the changes to the existing projected plan and budget. If the revised projected plan and budget contains a projected cost exceeding the amount contained in the budget, the FIRM shall consult with the Town Manager for the purpose of: (1) revising the scope of services; (2) revising the maximum compensation amount; (3) some combination thereof; or, (4) other action permitted under this Agreement or any agreed-upon amendment. The Town Manager, in his sole discretion, may require revisions, supplements and modifications of the projected plan and budget from time to time. The FIRM will not be compensated for the preparation, amendment, or modification of said projected plan and budget. Where the Services specified in the original projected plan and budget are not performed or fully completed to the satisfaction of the Town Manager within six months of the projected completion date set forth in the original projected plan and budget, the compensation rates set forth in subsection 3.1 of this Agreement for the

remaining Services shall all be reduced prospectively by ten percent of the original rate for each additional six months it takes the FIRM to complete the work to the satisfaction of the Town Manager, unless failure to complete the work within the specified time period was beyond the control of the FIRM as determined by the Town Manager. The Town Manager, in his sole discretion, shall determine when the work has been satisfactorily completed.

3.4 The TOWN agrees to reimburse the FIRM for actual, necessary and reasonable out-of-pocket disbursements and expenses, including filing fees, court costs, large scale document printing, and transcript or deposition costs. The TOWN shall not reimburse the FIRM for any overhead related expenses, including, but not limited to, routine duplication, secretarial, computerized research, facsimile, clerical staff, library staff, proofreading staff, meals and transportation costs or expenses unless they are approved in advance and in writing by the Town Manager. The FIRM shall be reimbursed for reasonable expenses for transportation, specifically excluding first class air fare, and reasonable lodging and meals associated with overnight travel as approved in advance and in writing by the Town Manager.

3.5 The FIRM shall not be compensated for time spent on background or elementary legal research or any legal training without the prior written consent of the Town Manager. Charges for any other legal research must be accompanied by a detailed description setting forth the purpose of the research and summarizing its nature. Prior to undertaking research that utilizes WESTLAW or LEXIS or any other similar legal research database or service, the prior written approval of the Town Manager is required if FIRM intends to seek reimbursement of any attendant costs from the TOWN. Any written material produced as a result of such research must be submitted to the Town Manager or his or her designee. The Town Manager shall have the final decision in all disputes between the parties to this Agreement under this subsection.

3.6 The FIRM shall not be compensated for time spent in consultation with any attorney or other employee of the TOWN concerning the administration of this Agreement and/or issues relating to billing. Compensation for time spent by attorneys of the FIRM communicating with other attorneys or staff within the FIRM shall be limited to the time and billing rate of the most senior attorney or staff member participating in the communication. These charges must be accompanied by a detailed description setting forth the purpose of the communication and summarizing its details. The Town Manager shall make the final determination, in his sole discretion, as to the adequacy of such description.

3.7 Notwithstanding the provisions of Section 3.6, absent the prior written consent of the Town Manager, the FIRM shall not be compensated for the attendance or participation of more than one attorney representing the TOWN in connection with any Action. Where more than one attorney has attended or participated in any Action without the prior written consent of the Town Manager, the FIRM shall be compensated for the time of the most senior attorney in attendance.

3.8 The FIRM shall not be compensated for the performance of paralegal or clerical type duties performed by an attorney. Paralegal duties or clerical duties include, by way of example, routine proofreading of pleadings and other correspondence, preparation of trial or closing binders or notebooks, photocopying and coordinating the schedules of others.

3.9 The Town Manager shall approve for payment all undisputed costs, as soon as the said documentation can properly be processed. All costs and expenses shall be billed and paid at actual cost without markup. It is expected that the TOWN will make timely payments to the FIRM of all monthly invoices, usually within thirty (30) days of receiving such invoices. Unpaid invoices that remain unpaid for ninety (90) days or more are subject to usual and customary interest rates.

3.10 The FIRM shall maintain accurate records and accounts of all expenditures under this Agreement as well as satisfactory evidence of payment to assure proper accounting. Such records and accounts shall be kept in the manner specified in subsection 8.4, and made available and furnished upon request to the Town Manager until three (3) years after the termination of this Agreement.

3.11 The TOWN shall have the right, without the need of prior notice to the FIRM, to substitute the Town Attorney for the FIRM on any facet or aspect of the Services when the Town Manager, in his sole discretion, finds that such a substitution would best serve the interests of the TOWN.

3.12 Compensation and reimbursement provided under this Section 3 constitutes full and complete payment for all costs and expenses incurred or assumed by the FIRM in performing this Agreement. No other costs, expenses or overhead items shall be reimbursed by the TOWN.

#### **SECTION 4: TERMINATION OF AGREEMENT BY THE TOWN**

4.1 The TOWN, on written notice, may immediately suspend, postpone, abandon, or terminate this Agreement at any time and for any reason, including convenience, and such action shall in no event be deemed to be a breach of contract.

4.2 Upon receipt of written notification from the Town Manager of termination, the FIRM shall immediately cease to perform the Services, subject to the approval of the Court in litigation matters. The FIRM shall assemble all material that has been prepared, developed, furnished, or obtained under the terms of this Agreement, in electronic, magnetic, paper or any other form, that may be in its possession or custody, and shall transmit the same to the Town Manager as soon as possible and, for ongoing matters, no later than the fifteenth day following the receipt of the above written notice of termination, and the sixtieth day for all other matters, together with a description of the cost of the Services performed to said date of termination.

#### **SECTION 5: TERMINATION OF AGREEMENT BY THE FIRM**

5.1 The FIRM, on thirty (30) days prior written notice to the Town Manager, may terminate this Agreement, subject to the approval of the Court in litigation matters.

5.2 If the FIRM terminates this Agreement for any reason other than a breach by the TOWN, the FIRM shall be liable to the TOWN for the fees and expenses incurred by the TOWN

in engaging replacement counsel on any pending matter for which FIRM is actively engaged in performing Services and bringing such firm up to speed. For purposes of this paragraph, FIRM will be considered "actively engaged" in all matters of pending litigation, arbitration and/or mediation.

5.3 On the effective date of termination, the FIRM shall immediately cease to perform the Services. The FIRM shall assemble all material that has been prepared, developed, furnished, or obtained under the terms of this Agreement, in electronic, magnetic, paper or any other form, that may be in its possession or custody, and shall deliver the same to the Town Manager on or before the fifteenth day following the transmittal of the written notice of termination for ongoing matters, and the sixtieth day for all other matters, together with a description of the cost of the Services performed to said date of termination.

#### **SECTION 6: SETOFF**

In addition to all other remedies that the TOWN may have, the TOWN, in its sole discretion, may setoff (1) any costs or expenses that the TOWN incurs resulting from the FIRM's unexcused non-performance under the Agreement and under any other agreement or arrangement that the FIRM has with the TOWN and (2) any other amounts that are due or may become due from the TOWN to the FIRM, against amounts otherwise due or that may become due to the FIRM under the Agreement, or under any other agreement or arrangement that the FIRM has with the TOWN. The TOWN's right of setoff shall not be deemed to be the TOWN's exclusive remedy for the FIRM breach of the Agreement, all of which shall survive any setoffs by the TOWN.

#### **SECTION 7: TIME OF PERFORMANCE**

7.1 The FIRM shall perform the Services at such times and in such sequence as may be reasonably directed by the Town Manager.

7.2 This Agreement will run from its effective date for an initial term of two (2) years with an option to extend, by mutual consent, for up to three (3) additional one (1) year periods for a total of five (5) years. Said extension(s) will be effectuated by written amendments to this Agreement, executed by both parties and approved by the Town Manager.

#### **SECTION 8: REPRESENTATIONS AND WARRANTIES**

The FIRM represents and warrants to the TOWN that:

8.1 The FIRM has duly authorized the execution and delivery of this Agreement and the performance of the contemplated Services.

8.2 The FIRM will comply with all applicable State of Connecticut, federal and local laws in satisfying its obligations to the TOWN under and pursuant to this Agreement;

8.3 The execution, delivery and performance of this Agreement by the FIRM will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (i) any provision of law; (ii) any order of any court or any Department; or (iii) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

8.4 The FIRM shall not copy or divulge to any third party any information or any data in any form obtained or produced in connection with the performance of its duties and responsibilities pursuant to this Agreement other than in connection with the performance of those duties and responsibilities. The FIRM shall ensure that all confidential or privileged records are kept in secured areas and shall take reasonable precautions to protect the records in its custody from the dangers of fire, theft, flood, natural disasters and other physical threats, as well as unauthorized access.

8.5 The FIRM shall not represent any other client if such representation would result in a conflict of interest that would violate or potentially violate Rules 1.7-1.9 of the Rules of Professional Conduct, as they may be amended from time to time. The FIRM will perform a detailed conflict of interest check prior to performing any Services and, on or before the effective date of this Agreement, shall have reported the results to the Town Manager. When there is a disagreement between the parties to this Agreement as to whether or not the FIRM has or may in the foreseeable future have a conflict of interest as described above, the Town Attorney's determination shall be final and dispositive of the issue. Where the Town Attorney determines that the FIRM'S representation of any client constitutes a conflict of interest, as described above, the FIRM shall, within five days of the receipt of notice by the Town Manager to the FIRM, withdraw from the representation of the other client, unless such a withdrawal is barred by law or order of a court of competent jurisdiction or all relevant parties waive such conflict.

8.6 Unless the Town Manager designates otherwise in writing, all information or data, in any form, and all papers, recordings, documents and instruments generated or collected by the FIRM, or any subcontractor, in the scope of his work under this Agreement shall be deemed to be the exclusive property of the TOWN and no one else shall have any right, including but not limited to, intellectual property rights, including copyright and trademark rights, in those items.

8.7 The FIRM may not enter into or retain any business relationships or enterprise in which an employee of the TOWN holds an interest, other than a nominal interest in a publicly held corporation, without the prior written consent of the Town Manager.

8.8 The FIRM acknowledges that the TOWN has relied upon all of FIRM'S representations in its Proposal in response to the TOWN'S Solicitation for Outside Legal Counsel concerning this matter.

## **SECTION 9: STATUS REPORTS AND RECORDS**

9.1 Upon written or oral request by the Town Manager, the FIRM will promptly report on the status of the Services performed, including, but not limited to, problems, strategy, analysis and the like.

9.2 The above-described reports shall be provided in writing or orally, as directed by the person requiring a work status report.

9.3 The FIRM, upon the request of the Town Manager, shall give to the Town Manager, for the TOWN'S permanent records, all original documentation, or, in the sole discretion of the Town Manager, copies thereof, filed in, or arising out of, the FIRM's performance of the Services. The FIRM shall otherwise maintain all original documentation, or copies thereof in the manner specified in subsection 8.4, for a period of three (3) years after the termination of this Agreement.

#### **SECTION 10: INSURANCE**

10.1 The FIRM shall secure and maintain, at no cost or expense to the TOWN, a professional liability insurance policy in a form acceptable to the TOWN, in the minimum amount of Five Million Dollars. This policy shall insure the FIRM against Actions, damages, and costs resulting from negligent acts, errors, and omissions in the work performed by the FIRM on and after the effective date of, and under the terms of, this Agreement. The FIRM may, at its election, obtain a policy containing a maximum \$100,000 deductible clause, but if so, the FIRM shall be liable, as stated above herein, to the extent of the deductible amount.

10.2 No later than the effective date of this Agreement, the FIRM shall furnish to the TOWN on a form or forms acceptable to the Town Manager, a Certificate of Insurance, and amendment(s) thereto, fully executed by an insurance company or companies satisfactory to the TOWN, for the insurance policy or policies required in subsection 10.1, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

#### **SECTION 11: INDEMNIFICATION**

11.1. The FIRM shall indemnify, defend and hold harmless the TOWN, and its successors and assigns, from and against all actions (pending or threatened and whether at law or in equity) in any forum, liabilities, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees and other professionals' fees, resulting from (1) misconduct or negligent or wrongful acts (whether of commission or omission) of the FIRM or any of its members, directors, officers, shareholders, representatives, agents, servants, employees or other persons or entities under the supervision or control of the FIRM while rendering professional services to the TOWN under this Agreement, or (ii) any breach or non-performance by the FIRM of any representation, warranty, duty or obligation of the FIRM under this Agreement ((i) and (ii), each and collectively, the "Acts"). The FIRM shall use counsel acceptable to the TOWN in carrying out its obligations under this Section. The FIRM's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the proposal or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret

processes, patented or unpatented inventions or articles furnished or used in the performance of this Agreement.

11.2 The FIRM shall not use, raise or plead the defense of sovereign or governmental immunity in the adjustment or settlement of any claim against the FIRM arising out of the work performed under this Agreement, or as a defense in any claim, unless specifically authorized to do so in writing by the Town Manager.

**SECTION 12: CHANGES TO THIS AGREEMENT**

12.1 The terms of this Agreement may be amended only by mutual consent of the parties, effectuated by an Amendment in writing and executed by the parties to this Agreement and approved by the Town Manager. For purposes of this Section 12, an exchange of emails is not sufficient.

12.2 Any and all amendments, changes, extensions, revisions or discharges of this Agreement, in whole or in part, on one or more occasions, shall not be invalid or unenforceable due to lack of or insufficiency of consideration.

**SECTION 13: REQUIRED PERSONNEL/OFFICE**

13.1 On or before the effective date of this Agreement, the FIRM shall have secured, and shall maintain during the term of this Agreement, all at its sole cost and expense: (i) such appropriately skilled and competent personnel and supporting staff in adequate numbers; and, (ii) such equipment as reasonably necessary or appropriate to fully perform the Services to the satisfaction of the TOWN

13.2 The personnel shall not be employees of or have any contractual relationship with the TOWN.

13.3 All the Services shall be performed by the FIRM or under its supervision, and all personnel engaged in the Services shall be fully qualified and shall be authorized or permitted under State or local law to perform the applicable Services.

**SECTION 14: CONFIDENTIALITY**

All of the reports, information, data, and other papers and materials in whatever form prepared or assembled by the FIRM under this Agreement are confidential and may be privileged. The FIRM shall not make them available to any individual or organization without the prior written approval of the Town Manager. The Town Manager shall process any request for reports, information, data, and other papers and materials prepared by the FIRM in accordance with the provisions of the Connecticut Freedom of Information Act.

**SECTION 15: MISCELLANEOUS**

15.1 This Agreement, its terms and conditions and Claims arising therefrom shall be

governed by Connecticut law, without regard to choice of law provisions.

15.2 The parties each bind themselves, their partners, successors, assigns, and legal representatives with respect to all covenants of this Agreement.

15.3 This Agreement incorporates all the understandings of the parties and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written, and no alteration, modification or interpretation of this Agreement shall be binding unless in writing and duly executed by the parties.

15.4 If any provision of this Agreement, or application to any party or circumstances, is held invalid by any court of competent jurisdiction, the balance of the provisions of this Agreement, or their application to any party or circumstances, shall not be affected, but only if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

15.5 The waiver of a term or condition by the Town Manager shall not: (i) entitle the FIRM to any future waivers of the same or different terms or conditions; (ii) impose any duties, obligations or responsibilities on the TOWN, not already in the Agreement, as amended, modified or superseded; or (iii) subject the TOWN to any Claims.

15.6 References in the masculine gender shall also be construed to apply to the feminine and neuter genders, as the content requires.

15.7 Nothing in this Agreement shall be construed as a waiver or limitation of immunity of political subdivisions of the State of Connecticut by the TOWN.

15.8 Any notice required or permitted to be given under this Agreement shall be deemed to be given when hand delivered or one (1) business day after pickup by Federal Express, UPS or similar overnight express service, in either case addressed to the parties below:  
If to FIRM:

NAME:	KENNETH S. WEINSTOCK, ESQUIRE
FIRM:	KAINEN, ESCALERA & McHALE, P.C.
ADDRESS:	21 Oak Street, Suite 601 Hartford, CT 06106
TELEPHONE:	(860) 493-0870
E-MAIL:	kweinstock@kemlaw.com

If to the TOWN, the Town Manager, as set forth in subsection 2.1, or in each case to such other address as either party may from time to time designate by giving notice in writing to the other party. Telephone and facsimile numbers are for informational purposes only. Effective notice will be deemed given only as provided above.

15.10 Where this Agreement provides that a decision, determination or act shall be at

the direction of, to the satisfaction of, or by the Town Manager, or contains similar language, such decision, determination, act or discretion, as with all other acts and conduct of both parties in connection with this Agreement, shall be exercised reasonably and in good faith.

15.11 The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope of content of any of its provisions.

15.12 Time is of the essence in this Agreement.

15.13 If the performance of obligations under this Agreement are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the FIRM or the TOWN, then each party's obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement.

15.14 This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

15.15 When this Agreement provides for written approval by the Town Manager, unless otherwise specified, an exchange of emails will satisfy this requirement. Actions required to be taken by the Town Manager may be taken by a designee of the Town Manager.

IN WITNESS WHEREOF, the parties have executed four (4) counterparts of this Agreement as of the day and year first above written.

**FIRM: KAINEN, ESCALERA & McHALE, P.C.**

\_\_\_\_\_  
DATE

By: \_\_\_\_\_  
**KENNETH S. WEINSTOCK,**  
**SHAREHOLDER**  
Duly Authorized

**TOWN OF MANSFIELD**

\_\_\_\_\_  
DATE

By: \_\_\_\_\_  
**MATTHEW W. HART**  
**TOWN MANAGER**

PAGE  
BREAK



**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *MWH*  
**CC:** Maria Capriola, Assistant Town Manager; Lon Hultgren, Director of Public Works  
**Date:** October 15, 2013  
**Re:** Classification – Transportation Coordinator

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**Subject Matter/Background**

Staff is seeking Council's approval of the classification for the Transportation Coordinator position. Traditionally, the Personnel Committee reviews and the Town Council as a whole approves pay grades for new non-union classifications.

The Transportation Coordinator position will be responsible for managing the Nash-Zimmer Transportation Center. The position is budgeted as a part-time, non-union position. For this fiscal year we estimate that the selected candidate will normally work 19 hours per week, with additional hours as needed for special events and emergency or after-hours call-outs.

Staff utilized the Springsted point factor system when conducting the classification analysis (see attached). At its October 7, 2013 meeting, the Personnel Committee unanimously approved the following motion, "to recommend to the Town Council that the pay grade for the Transportation Coordinator position be set at Grade 18 of the Town Administrators (non-union) pay plan."

**Financial Impact**

\$21,000 is budgeted in salary for this position for FY 13/14; there are sufficient funds to cover salary expenses for the position. The rate of pay for grade 18 of the Town Administrators play plan is \$29.58-\$38.45/hr.

**Recommendation**

Staff and the Personnel Committee recommend that the Transportation Coordinator position be classified as grade 18 of the Town Administrators (non-union) pay plan.

If the Council as a whole supports this recommendation, the following motion is in order:

*Move, effective October 15, 2013, to create the classification of Transportation Coordinator and to set the pay grade for the position at grade 18 of the Town Administrators pay plan.*

**Attachments**

- 1) Classification Analysis
- 2) Job Description

**TOWN OF MANSFIELD  
POSITION DESCRIPTION**

**Class Title:** Transportation Coordinator  
**Group:** Town Administrators (non-union)  
**Pay Grade:** Town Administrators Grade 18  
**FLSA:** Non-Exempt  
**Effective Date:** October 15, 2013

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**General Description/Definition of Work**

This position performs intermediate professional and administrative work overseeing and supervising the Town's Nash-Zimmer Transportation Center. Duties include: managing the Transportation Center; coordinating and communicating with local and regional transit providers; supporting the center's bicycle commuting activities; overseeing/modifying the Center's traveler information systems; directing and supervising facility staff; conducting data collection and research, analyzing trends; responding to the needs of Center users and visitors; other related work as required. Work is performed under general supervision and supervision is exercised over subordinate staff. Position reports to the Director of Public Works/Town Engineer.

**Essential Job Functions/Typical Tasks**

- Recruits, hires, and trains all Transportation Center staff; provides detailed orientation training for all new staff; processes necessary employment paperwork.
- Motivates, supervises and disciplines staff. Conducts performance evaluations of subordinate personnel. Coordinates, assigns, schedules, and oversees workload for Transportation Center staff.
- Develops, implements, and evaluates transportation related programs and events. Develops and implements a bicycle commuting program utilizing the Center's bicycle storage areas, showers and locker rooms, and dedicated indoor and outdoor bicycle areas. Plans and conducts bicycle related programs.
- Coordinates and administers the bus commuting activities at the Center including the use of its bus stops and staging areas.
- Communicates with the public to publicize programs, events, registration and participation.
- Manages the Transportation Center's facility needs. Recommends facility schedule/operating hours. Arranges for facility openings and closings in accordance with approved schedules. Responds to facility emergencies when the Center is closed to the public.
- Manages contracts for cleaning and security services. Manages contracts with vendors in the Center's revenue generating space(s).
- Assists in preparing and monitoring operating and capital budgets for the Transportation Center.
- Conducts data collection and research, analyzes trends. Prepares related reports.
- Maintains records of transportation users, establishes and maintains bicycle commuting registers, logs and tracks the use of bicycle storage facilities, bicycle lockers, shower rooms and lockers as well as all Center areas.
- Maintains information systems to provide Center users and visitors with information concerning transportation to and from Storrs Center, in and around Mansfield and UConn, and to major regional destinations.
- Provides all Center users with the highest level of customer service, including a safe and clean facility; maintains order to ensure a safe and enjoyable experience for center users.
- Responds to user questions, complaints, issues and inquiries about transportation modes, interfaces with transportation providers to resolve problems.
- Enforces Center policies, rules and regulations. Provides reception activities and event set-up and clean-up on an as-needed basis.
- Performs related tasks as required.

## Transportation Coordinator (cont'd.)

### Knowledge, Skills and Abilities:

- General knowledge of public transportation programs; knowledge of transportation modes, usage patterns, activities and policies for commuting by bus and bicycle.
- Knowledge of customer service practices, and ability to apply those practices; possession of excellent oral communication skills (listening and talking); ability to present information regarding all Center services and programs.
- Ability to plan and supervise the work of others; ability to establish and maintain effective working relationships with associates, program participants and the general public.
- Ability to learn and apply standard operating procedures, facility operations, and department policies.
- Ability to follow complex oral and written directions; skill in the operation of standard office, data entry and word processing equipment; ability to maintain records and prepare reports from such records.

### Education and Experience:

Graduation from an accredited college with an associate's degree in transportation, public administration, business administration or related field supplemented by supervisory and transit or parking related experience.

### Physical Demands and Work Environment:

(The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. The list is not all-inclusive and may be supplemented as necessary. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.)

- This is light-medium work requiring the exertion of 20-50 pounds of force occasionally, 10-20 pounds of force frequently and a negligible amount of force frequently or constantly to move objects.
- Work requires stooping, crouching, reaching, lifting, fingering, grasping, and repetitive motions.
- Vocal communication is required for expressing or exchanging ideas by means of the spoken word.
- Hearing is required to perceive information at normal spoken word levels.
- Visual acuity is required for preparing and analyzing written or computer data, operation of machines, determining the accuracy and thoroughness of work, and observing general surroundings and activities.

### Special Requirements:

Possession of a driver's license valid in the State of Connecticut.

*The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility. The description does not constitute an employment agreement between the Town of Mansfield and the employee and is subject to change by the Town as the needs of the Town and requirements of the job change.*

Approved by: \_\_\_\_\_  
Matthew W. Hart, Town Manager

Date: \_\_\_\_\_

Town of Mansfield  
 Classification and Pay Plan  
 Pay Grade for Transportation Coordinator

Title	Grade	Skill	Training	Experience	Level	HR	Physical	Conditions	Independ	Impact	Supervision	Total
Transportation Coordinator - Proposed	18	5	40	40	80	40	5	5	70	80	15	380
Budget Analyst	18	5	80	40	60	40	0	0	50	80	0	350
Librarian	18	5	120	40	60	30	10	0	50	50	5	365
Nat. Resources & Sustainability Coord.	18	5	80	40	60	50	10	10	60	70	0	380
Network Administrator	18	5	80	80	80	15	10	0	60	60	20	405

97

**Recommendation:**

Transportation Coordinator, NU GR 18, Salary Range \$29.58/hr - \$38.45/hr (7/1/12 rate)

October 7, 2013

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**MANSFIELD DOWNTOWN PARTNERSHIP  
ADVERTISING AND PROMOTION COMMITTEE**

**Meeting**

**Wednesday, August 21, 2013**

**860.429.2740**

**4:00 pm**

**Minutes**

**Present:** Toni Moran, Janet Jones, Connie Neal, Betsy Paterson, Kristin Schwab, and Cara Workman  
**Staff:** Cynthia van Zelm and Kathleen Paterson

**1. Call to order**

Chair Toni Moran called the meeting to order at 4:05 pm.

**2. Public comment**

There was no public comment.

**3. Approval of Minutes from July 23, 2013**

Betsy Paterson moved to approve the minutes.

Connie Neal seconded the motion.

The minutes were approved unanimously.

**4. Update on Storrs Center Project including communications**

Cynthia van Zelm provided an update on the businesses that are opening in One Royce Circle, the construction of TS-3 and Price Chopper, and the construction of the Nash-Zimmer Transportation Center.

Kathleen Paterson reported that the Storrs Center tenants are interested in doing the trick-or-treating Halloween event again. She said that the initial conversation at the monthly tenant meeting was to work with the Mansfield Community Center to have trick-or-treating precede their annual Halloween party and Trick-a-Trunk as they did in 2012.

Committee members expressed concerns about the potential Halloween event with regards to weather, timing, and distance from Storrs Center to the Mansfield Community Center.

**5. Update on the *Festival on the Green***

Ms. Paterson reported that planning for the 10<sup>th</sup> Annual *Festival on the Green* is going well and that the flyers are being distributed this week.

Ms. Neal volunteered to help at the event as needed. Ms. Moran said she may be able to help out but could not commit to a specific time. Other Committee members in attendance are all already committed to various tasks at the event.

## **6. Update and discussion about Storrs Center Grand Opening**

Ms. K. Paterson shared a draft handout for Celebrate Mansfield Weekend (CMW) and explained that, with the feedback from the Committee at the July meeting, the Grand Opening schedule has been simplified. She noted that the handout is meant to be a simple schedule and that detailed information about all CMW events, including the Grand Opening, will be available on the Partnership website and the Festival website.

## **7. Update on Town Square**

Ms. van Zelm said that the Town Square is the highest priority for the Partnership, Leyland, the Town, and UConn. She explained the Planning and Zoning process and noted that the public hearing for the Town Square is planned for Tuesday, September 17 in Council Chambers.

## **8. Outreach Opportunities**

Ms. van Zelm explained that this topic had been added as a standing agenda item for Committee members to suggest any outreach opportunities that might be good for the Committee to pursue.

Janet Jones suggested that promotional efforts be focused on telling the story of Storrs Center and presenting it as a destination. She added that the Committee's other efforts should focus on creating a destination through arts and cultural programming and highlighting unique businesses. She would like to see more stories about the business owners themselves, their ties to the area, and their work.

Ms. Paterson suggested that each Committee member bring specific suggestions to the next meeting.

Cara Workman noted that the Committee is often only looking a month or two ahead and suggested that planning should be done further out. She added that, as an example, her office already has conference and camp dates for summer 2014 in place.

Ms. Moran said she would like to have a discussion about future plans at the next meeting so that the Committee can evaluate opportunities based on a comprehensive plan.

## **9. Adjourn**

Ms. Jones moved to adjourn.

Ms. Paterson seconded the motion.

The meeting adjourned at 5:55 pm.

*Minutes prepared by Kathleen M. Paterson*

**Personnel Committee  
Monday, September 16, 2013  
Conference Room B, Beck Municipal Building**

**Minutes**

Members Present: Toni Moran (Deputy Mayor), Paul Shapiro, Denise Keane

Other Council Members Present: David Freudmann, Bill Ryan

The meeting was called to order at 6:35pm.

**1. MINUTES**

The minutes of August 22, 2013 were moved by Shapiro and seconded by Moran. The minutes were approved as presented with Moran and Shapiro voting in favor and Keane abstaining.

**2. HUMAN SERVICES POSITION UPDATES**

Capriola provided an update. K. Bohannon started September 9<sup>th</sup> as the Youth Services Counselor. P. Schneider has been hired as the Human Services Director; she will begin work September 30<sup>th</sup>. A welcome reception will be held for Schneider on Tuesday, October 15<sup>th</sup> at 7pm in Council Chambers. All are welcome. L. Wohlbe has retired from the Senior Center. As a result, K. Yaffee will be at the Senior Center full-time on an interim basis until decisions about a recruitment are made late fall.

**3. LABOR COUNSEL RFQ UPDATE**

Capriola provided an update. The review process is now complete and a preferred firm has been selected by Management. Staff wishes to hire the firm Kainen, Escalera, & McHale, P.C. The Personnel Committee will meet with the firm at a future meeting. Pursuant to the Charter, the full Council will need to vote on the selection at a future meeting.

**4. EXECUTIVE SESSION – Town Manager Performance Review**

Shapiro made the motion, seconded by Keane to go into executive session for the purposes of discussing personnel in accordance with C.G.S §1-200(6)(a) to discuss the Town Manager's performance review. Motion passed unanimously. Committee members entered into executive session at 6:51pm and left executive session at 7:51pm.

The meeting adjourned at 7:52pm.

Respectfully submitted,  
Maria E. Capriola,  
Assistant Town Manager  
Town of Mansfield



**MANSFIELD ADVOCATES FOR CHILDREN**  
**Wednesday, June 5, 2013**  
**Council Chambers – Town Hall**  
**MINUTES**

**Members Present:** Sara Anderson, Gloria Bent, Anne Bladen, Kyle Chmielecki (for Ande Bloom), Terry Cook, Sarah Delia (staff), Cindy Guerreri, Mark LaPlaca, Kathleen Krider (staff), Rachel Leclerc (staff), Esther Soffer-Roberts, Judy Stoughton,

**Regrets:** Susan Daley, Vicki Fry, Mary Jane Newman, Bill Waite

**Guests:** Jill Coghlan, Ben Wiles

<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 May 1, 2013 meeting.	<i>The May 1, 2013 Minutes were approved without changes.</i>
TEAM UPDATES	<p><b>One Book:</b></p> <ul style="list-style-type: none"> <li>• No one was available from the One Book Committee who had access to the data gathered from the April 20th event.</li> </ul> <p><b>Playground Committee:</b> Sara Anderson reported on the Playground Committee activities.</p> <ul style="list-style-type: none"> <li>• There will be a 5K Fun Run on Saturday, June 8 at the Community Center; there will also be a grant award celebration and cake! Jeff Smithson will also perform.</li> <li>• Grocery bags with the Playground logo are still available for a \$3 donation.</li> <li>• There will be a big check event on Monday, June 10 at 7:15 in the Town Council Chambers before the regularly scheduled Town Council Meeting. Please come and join the celebration on Monday.</li> <li>• The Playground Committee is trying to plan an Art, Wine and Cheese Event this summer and needs someone to chair this event.</li> </ul> <p><b>School Readiness:</b> Anne Bladen reported.</p> <ul style="list-style-type: none"> <li>• The School Readiness Grant and the Quality Education Grant have been submitted.</li> <li>• School Readiness Slots for the fall are filled and there are several children on the waitlist</li> <li>• School Readiness Council Bylaws and Policies should be reviewed over the summer with a presentation to the full MAC in October.</li> </ul>	<p><i>Mary Jane Newman will compile the data from the surveys and present at the next MAC meeting.</i></p>

	<ul style="list-style-type: none"> <li>• K. Krider reported that Before and After School Care costs were approximately \$6.00 - \$6.50 per hour.</li> <li>• There was discussion of fee waivers at the Community Center and why the level is so high this past year and the reason for the increase.</li> <li>• It was noted that students receiving Free and Reduced lunch were at a very high level in Mansfield.</li> <li>• M. LaPlaca will ask TC members about this process.</li> <li>• It was requested that Fee Waivers and Before and After School Care be placed in the Parking Lot.</li> </ul> <p><b>Faith Leaders:</b> K. Krider reported on this event on May 22.</p> <ul style="list-style-type: none"> <li>• Matt Emery and Nancy Bolt-McLaren were the lead organizers of this event.</li> <li>• It was very successful with 30-35 people invited and 20 RSVP'ing that they would attend.</li> <li>• Kathleen Krider, Sara Anderson and Jennifer Kaufman attended from the Town.</li> <li>• Follow-Up; Matt and Nancy will initiate the follow up efforts; they now have a mailing list and an email list. They will send out Thank you letters.</li> <li>• K. Krider, S. Anderson and J. Kaufman will get a copy of the email list.</li> </ul>	<p><i>G. Bent will investigate the numbers and data of children 0-8 applying for and receiving fee waivers at the Community Center.</i></p> <p><i>K. Krider will follow up with Matt Emery.</i></p>
OLD BUSINESS	<p><b>Development of MAC Membership/Co-Chairs</b></p> <ul style="list-style-type: none"> <li>• Vicki Fry is no longer serving as Co-Chair.</li> <li>• Gloria Bent's term as Chair is up in August, 2013.</li> <li>• List of Potential Members; attendees were asked to ask one person to attend a MAC meeting in the near future. A list was passed around which members filled in.</li> <li>• Discussion ensued on whether School Readiness families should be encouraged to join MAC and become part of the decision making process governing Early Care.</li> <li>• There were questions about the Communications Plan.</li> <li>• Questions about a list of accomplishments of MAC. Staff will try to find previous list.</li> <li>• Possible Meet and Greet meeting in October to welcome new members.</li> </ul>	<p><i>K. Krider will draft a paragraph with key points from the Plan to use when recruiting new members.</i></p>
NEW BUSINESS	<p><b>Festival on the Green</b> will take place on Sunday, September 22 from 12:00pm to 4:00pm.</p> <ul style="list-style-type: none"> <li>• A. Bladen announced that the UConn Soccer Team has agreed to be a Community Champion for MAC and will appear at the Festival on the Green.</li> <li>• Please save the date for the Stone Soup Conference, that will be on October 22, 2013.</li> </ul>	
TEAM TIME	<p><b>Review Draft Team Sections:</b> The membership split into groups to work on reviewing drafts of their specific team sections.</p>	

PARKING LOT	<ul style="list-style-type: none"> <li>• Resource Plan</li> <li>• Community Champion</li> <li>• Before and After School Care</li> <li>• Fee Waivers at Community Center</li> </ul>	
ADJOURN	<p>The meeting adjourned at 7:30pm.</p> <p>Next MAC Executive Council Meeting, <b>Wednesday, June 12, 2013, 2:00pm – 3:30pm</b> at Town Hall, Conference Room B.</p> <p>Next MAC Meeting, <i>Wednesday, August 7, 2013.</i></p> <p><i>There are no MAC meetings in July.</i></p> <p>Agenda topics: Please send to Kathleen at <a href="mailto:kriderk@mansfieldct.org">kriderk@mansfieldct.org</a></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, and their families are connected to the community.”**

## Mansfield Advocates for Children List of Potential Members

This list was developed at the MAC meeting on June 5, 2013

MAC Member	Potential Member	Outcome
Gloria Bent	Julie Campbell	
Ben Wiles	Stefan Kaufman	
Rachel Leclerc	District PK/K teachers	
Terry Cook	Barry Casts	
Esther Soffer-Roberts	Kelly Zimmerman	
	Erin Ballou	
	Elle Oumet	
Mark LaPlaca	Lisa Manville	
Sara Anderson	Jana McDonald	
Judy Stoughton	Wednesday story time moms	
Anne Bladen	President Herbst and SR families	
Kathleen Krider	Jillene Woodmansee	



**MANSFIELD ADVOCATES FOR CHILDREN**  
**Wednesday, August 7, 2013**  
**Council Chambers – Town Hall**  
**MINUTES**

**Members Present:** Gloria Bent, Cindy Guerrerri, Mark LaPlaca, Kathleen Krider (staff), Esther Soffer-Roberts and, Lisa Young

**Regrets** Sara Anderson, Ann Bladen, Janice Boltseridge, Susan Daley, Jane Goldman, Yujin Kim, Aviva Vincent, Bill Waite, Mary Jane Newman and, Judy Stoughton

**Guests:** Lisa Bovee, Julie Campbell, Linda Williams, Jillene Woodmansee, Robin Lubatkin and, Ben Wiles

<i>WHAT</i>	<i>DISCUSSION</i>	<i>OUTCOME</i>
CALL TO ORDER	G. Bent called the meeting to order at 7:03pm.	
CONSENT AGENDA	Approval of the Minutes of June 5, 2013 was tabled until the September meeting.	
TEAM UPDATES	None	
NEW BUSINESS	<p><b>Development of MAC membership/Co-Chairs</b></p> <p>G. Bent welcomed members and guests and all introduced themselves. G. Bent requested that each member give an example of how MAC makes a difference in the lives of children birth to 8 in Mansfield. Items mentioned include:</p> <ul style="list-style-type: none"> <li>• Successful One Book/One Read event;</li> <li>• Books on the Bus;</li> <li>• Introduction of healthy snacks in preschools;</li> <li>• Removal of sugared milks in schools;</li> <li>• Playground initiative; and,</li> <li>• Compilation of data</li> </ul> <p>K. Krider briefly reported on the success of the partnership with Chaplin, Hampton and Scotland to provide a training day for home care providers located in these towns.</p> <p>C. Guerrerri explained the role of the Graustein Memorial Fund and its mission for discovery communities in this state.</p>	
REVIEW OF PLAN	<p><b>Review Final Draft and approve Mansfield Plan for Young Children</b></p> <p>C. Guerrerri provided a brief history of the Plan and how it was developed and how it has changed over the past 4 years. She also explained was RBA (Results Based Accountability</p>	

	<p>is and how it is required to be utilized by MAC by the GMF. C. Guerreri led a discussion regarding some recent updates to the Plan.</p> <p>G. Bent noted that she will be present for the September meeting but this will be her last. She requested that someone please step forward to take over as Chair of MAC.</p>	<p><i>Members requested that the Fit by 4<sup>th</sup> Grade graphic be updated.</i></p> <p><i>Members were asked to read over the plan one last time and be ready for formal approval at the September meeting.</i></p> <p><i>G. Bent will look for and email out a description of the Chair position.</i></p>
PARKING LOT	I. Transportation	
ADJOURN	<p>The meeting adjourned at 7:25pm.</p> <p>Next MAC Meeting, <b>Wednesday, September 4, 2013, 5:30pm – 7:30pm</b> at Town Hall, Council Chambers.</p> <p>Agenda topics: Please send to Kathleen at <a href="mailto:kriderk@mansfieldct.org">kriderk@mansfieldct.org</a></p> <p>Respectfully submitted,</p> <p>Jillene Woodmansee</p>	

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

**MANSFIELD DOWNTOWN PARTNERSHIP  
MEETING BOARD OF DIRECTORS  
Thursday, August 1, 2013  
Mansfield Town Hall  
Town Council Chambers**

**4:00 PM**

**MINUTES**

Present: Harry Birkenruth, Tom Callahan, Matt Hart, George Jones, Mike Kirk, Philip Lodewick, Toni Moran, Betsy Paterson, Shamim Patwa, Chris Paulhus, Steve Rogers, Bill Simpson, and Ted Yungclas

Staff: Kathleen M. Paterson

Guests: Lon Hultgren, Mansfield Director of Public Works; Brian Kent, Kent + Frost; Kristin Schwab

**1. Call to Order**

Philip Lodewick called the meeting to order at 4:05 pm.

Mr. Lodewick welcomed the guests to the meeting.

**2. Opportunity for Public to Comment**

There was no public comment.

**3. Approval of Minutes of July 11, 2013**

Matt Hart made a motion to approve the minutes of July 11, 2013. Chris Paulhus seconded the motion. The motion was approved unanimously.

**4. Appointment of Chair to Advertising and Promotion Committee**

Betsy Paterson moved to appoint Toni Moran as Chair of the Advertising and Promotion Committee. George Jones seconded the motion. The motion was approved unanimously.

**5. Review of Conceptual Design for Town Square**

Mr. Lodewick introduced the agenda item and asked Mr. Hart to begin the discussion.

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Mr. Hart introduced Brian Kent from Kent + Frost, the design firm that is working on the design for the future Town Square. Mr. Hart explained the process to date and asked the Board to provide constructive feedback with regard to the design, phasing plan, and budget.

Mr. Kent provided a presentation about the design of the Town Square that included information about the goals, principles, and inspiration for the design. He explained the features of the preliminary design and provided an estimated budget for the materials and construction of the design as presented.

The Board provided feedback regarding the proposed materials, logistical considerations of the Town Square, snow removal and general maintenance, the size of the proposed lawn, the proposed inclusion of the planting beds, the height of the sitting wall, and the lack of drinking fountains.

Mr. Hart asked for comments from Kristin Schwab. Ms. Schwab noted that she thought Mr. Kent and his team had done a very good job of incorporating myriad requests from stakeholders into a comprehensive design. She added that the advisory group had reviewed a lot of different options for the design, and the one presented reflected the best option in her opinion.

The Board discussed the need for and possible approaches to fundraising for the Town Square.

Mr. Hart thanked the Board for their comments, which he will share with the advisory group.

Lon Hultgren noted that the design of the Town Square will follow the same process as the buildings within the Storrs Center Special Design District – submittal of a zoning permit application to the Director of Planning and Development, a public hearing held by the Partnership Board, followed by a recommendation to the Director of Planning and Development. The Director then makes a final decision on the zoning permit application.

Mr. Lodewick thanked Mr. Kent for his time and efforts.

## **6. Four Corners Sewer and Water Study Advisory Committee Update**

Mr. Hart reported that the Town is working in collaboration with the University to bring additional water supply to Mansfield to serve both University and municipal needs, including the Four Corners commercial area. The University has prepared an Environmental Impact Evaluation (EIE) for this project, and plans to review the record of decision for the EIE with the University Board of Trustees on August 7, 2013. The Town Council will meet on August 8 to review the same. Mr. Hart complimented town and University staff for their work on the project to date.

## **7. Reports from Committees**

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Due to the time, there were no Committee reports.

**8. Other**

Kathleen Paterson provided a brief update on the status of on-going construction within Storrs Center.

**9. Adjourn**

Shamim Patwa made a motion to adjourn. Mr. Paulhus seconded the motion. The motion was approved. The meeting adjourned at 5:55 pm.

*Minutes taken by Kathleen M. Paterson*

**MANSFIELD DOWNTOWN PARTNERSHIP  
PLANNING AND DESIGN COMMITTEE  
SPECIAL MEETING  
Town Hall Conference Room B**

**Tuesday, June 4, 2013**

**MINUTES**

Members: Steve Bacon, Paul Aho, Laurie Best, Chris Kueffner, Frank McNabb, Peter Millman, Betsy Paterson, Karin Randolph

Staff: Cynthia van Zelm

Guests: Linda Painter, Mansfield Director of Planning and Development; Lou Marquet, Principal, LeylandAlliance

**1. Call to Order**

Frank McNabb called the meeting to order at 5:07 pm in Chair Steve Bacon's absence.

**2. Public Comment**

There was no public comment.

**3. Approval of Minutes from March 19, 2013**

Karin Randolph made a motion to approve the March 19, 2013 minutes. Laurie Best seconded the motion. The motion was approved.

Betsy Paterson joined the meeting.

**4. Review of Potential Storrs Road Changes**

Lou Marquet, Principal with master developer LeylandAlliance, said that as the design for the grocery store progressed, the Leyland team approached the Connecticut Office of the State Traffic Administration (OSTA) about the access points required by the grocery store. The OSTA staff expressed concerns about poor site lines due to a proposed bus stop on Storrs Road adjacent to the Storrs Road access point to the store. Leyland, in working with the Town of Mansfield, is proposing that the bus stop be moved further south on Storrs Road to improve the site lines. This would result in losing one parking space.

The other concern expressed by the OSTA staff was the location of the right turn from the grocery store on to Storrs Road and its location near by the crosswalk. One idea would be to move the crosswalk further south also but the Town Traffic Authority recently recommended keeping it where it is planned.

Peter Millman asked about the possibility of moving the crosswalk further north? Mr. Marquet said their engineers at BL Companies are concerned about a location further north for easy accessibility.

Chris Kueffner suggested including a rumble strip on the driveway on to Storrs Road to make drivers aware that pedestrians will be crossing in that vicinity.

Steve Bacon arrived.

Mr. Marquet showed the preliminary plan that Rudy Favretti had presented to the Committee back in March which could be expanded to include more of the front lawn, providing a linkage back to the other side of Storrs Road.

Mr. Marquet said if any changes are required by the OSTA, it would be a Leyland expense.

The Committee went outside to review the area being discussed.

After discussion, the Committee agreed by consensus that, if possible, they favor leaving the crosswalk where it is planned. The Committee also liked the idea of placing something like a rumble strip to notify drivers to proceed cautiously.

## **5. Adjourn**

Mr. Kueffner made a motion to adjourn. Ms. Paterson seconded the motion. The meeting adjourned at 6 pm.

*Minutes prepared by Cynthia van Zelm*

**MANSFIELD DOWNTOWN PARTNERSHIP  
PLANNING AND DESIGN COMMITTEE  
Town Hall Conference Room B**

**Tuesday, July 16, 2013**

**MINUTES**

Members: Steve Bacon, Laurie Best, Karla Fox, Jon Hand, Peter Millman, Betsy Paterson, Karin Randolph

Staff: Cynthia van Zelm

Guests: Matt Hart, Mansfield Town Manager; Linda Painter, Mansfield Director of Planning and Development; Brian Kent, Kent + Frost

**1. Call to Order**

Steve Bacon called the meeting to order at 5:04 pm.

**2. Public Comment**

There was no public comment.

**3. Approval of Minutes from June 4, 2013**

Karin Randolph asked for clarification if Lon Hultgren was at the last meeting. Cynthia van Zelm will check (*Minutes corrected to indicate that he was not at the meeting*). Peter Millman made a motion to approve the June 4, 2013 minutes. Betsy Paterson seconded the motion. Jon Hand abstained. The motion was approved.

**4. Review of Conceptual Plan for Town Square**

Steve Bacon said an ad hoc advisory committee of the Partnership had reviewed consultant responses to a Request for Qualifications for design of the town square. The advisory committee chose Kent + Frost to design the town square.

An initial meeting with Town, University and non-profit organization stakeholders was held to provide input to the design. Kent + Frost developed three alternatives which they brought to the advisory committee for review. The committee endorsed a preferred alternative. A second meeting was held in June with stakeholders to review the preferred alternative.

Mr. Bacon said the more formal review starts now. He introduced Brian Kent from Kent + Frost.

Mr. Kent said his team developed some guiding principles for the design based on input from the stakeholders, the Storrs Center Design Guidelines, and previous discussion on the town square.

A general consensus was formed for function and design. The square should be visually open so you can see through it, while being defined at the same time. It needs to be able to accommodate larger

events such as the Festival on the Green and smaller performances or a film night. On a day to day basis it needs to be appealing to a wide audience. Mr. Kent said the team also wanted the square to reflect the personality of Mansfield.

Mr. Kent reviewed the plans with the Committee. He said the north side of the square is envisioned to be paved and a flexible space so that activity from Dog Lane and its businesses can overflow to this area. One idea is it include moveable tables and chairs. Mr. Kent said a shade structure is being proposed for this area.

Public art could also be part of the square and he has identified three possible locations. Some ideas are a silkworm and a gourd to reflect Mansfield's history. A musical instrument could reflect the importance of the performing arts to the area and the location of the square across from the UConn School of Fine Arts.

In order to provide a great venue for performances, the goal is to provide a stage in the southeast corner of the square so it is oriented toward Storrs Road. The stage is planned to be 26 feet wide by 20 feet deep.

There would also be a stone wall that people can sit on. At its highest point it would be 2 feet.

Mr. Kent said initially there was support for a lot of green space. But, the maintenance of a green space is more expensive and involved so a 50 foot diameter of green is proposed.

The team wanted to allow handicapped access to the green so it is flush at one entry.

The rest of the surface is permeable pavers and compacted stone dust.

Ms. Paterson asked if it is difficult to keep stone dust intact. Mr. Kent said there is not a large slope so the stone dust will not wash down with the rain.

Mr. Kent said there will be trees in the town square. There would be two fairly large planting strips behind the stone wall with some perennials. Mr. Kent said the Garden Club had expressed interest in landscaping beyond just shrubs.

Mr. Kent said the team is proposing internal lighting that would be embedded in the stone wall. Vertical lights are proposed in the green itself.

Mr. Hand asked if there are adequate site lines on Bolton Road Ext. Mr. Kent replied in the affirmative.

Mr. Hand expressed interest in a compass effect where lights would be pointed directionally.

Ms. Paterson asked about the height of the trees. Mr. Kent said there will be a clear zone so that you can see through them.

Mr. Kent said he is proposing a long bike rack against a fence along Bolton Road Ext.

Mr. Millman said he visited Hygienic Park in New London and noted that storage was an important issue. Mr. Kent said this was discussed with the advisory committee. The concern was the amount of

space it would take up in the town square with a building. Public Works Director Lon Hultgren has indicated that there is room in the parking garage for some storage.

Mr. Kent said water and electricity is necessary for the square. The solution is to tap into electricity from the TS-3 building. There will be an above grade switch box. Water is available below grade.

Laurie Best asked about solar panels on the stage or shade structure. Mr. Kent said the angle and trees do not work well for solar.

Matt Hart said the plan is to construct the basics of the square with grant funds and seek additional funding for the rest of the elements. Mr. Kent said most of the work would be done in 2014. Mr. Kent said the initial work would include grading, stone walls, concrete for stage, lawn element. Mr. Bacon expressed interest in the square being ready when the TS-3 building opens next fall.

Mr. Millman said he likes the connections to Dog Lane and Royce Circle and emphasized thinking of the square in the larger context of the roads and sidewalks. Linda Painter said that UConn is looking at the Storrs Road/Bolton Road intersection as the southern gateway to UConn and ways to enhance that area.

Mr. Millman asked what material is planned for the shade structure. Mr. Kent said it would likely be metal or a synthetic material.

On a separate note, Cynthia van Zelm said the State had approved the location of the crosswalk across from Town Hall.

Ms. Fox asked for an overall review of Storrs Center at one of the next meetings in the fall.

## 5. Adjourn

Ms. Paterson made a motion to adjourn. Mr. Hand seconded the motion. The meeting adjourned at 6:02 pm.

*Minutes prepared by Cynthia van Zelm*

MINUTES (approved 8/13/13)  
**ORDINANCE DEVELOPMENT AND REVIEW SUBCOMMITTEE**  
Wednesday, June 12, 2013  
Conference Room C, Audrey P. Beck Municipal Building

Members present: Denise Keane, Peter Kochenburger, Bill Ryan  
Staff present: Lynda Lambert, Administrative Services Specialist, Cherie Trahan, Director of Finance; Curt  
Vincente, Director of Parks and Recreation  
Recreation Advisory Committee Member(s): Howard Raphaelson  
Public present: Sarah Anderson, Mark LaPlaca, Pat Suprenant

**Call to Order**

Kochenburger called the meeting to order at 7:32 a.m.

**Approval of Minutes**

Minutes of the meeting held on May 29, 2013 were approved.

**Discussion on the Fee Waiver Ordinance (pertaining to Parks and Recreation activities only)**

Kochenburger welcomed the visitors and provided a brief overview of the discussions held to date. Several options have been discussed to deal with identified problems with the current Fee Waiver Ordinance. The options for consideration have included: an improved application process, limiting certain programs, and maximum limits per household. There has been general consensus that committee members do not want to limit programs or place limits on households. There has been some discussion about developing a broader sliding scale for qualification.

Trahan provided an explanation as to how the funds are transferred from the General Fund to the Parks and Recreation Fund to cover fee waivers granted in a given fiscal year. Kochenburger noted that the fee waivers have a significant impact on the Parks and Recreation budget, but not on the General Fund budget as whole.

Raphaelson noted that the summer camp makes up a large percentage of the fee waivers mostly because people are using the camp for day care in order to keep their jobs.

Vincente proposed a new application that would request more detailed information, similar to the one the Town currently uses for the Housing Rehabilitation Loan Program. Keane distributed the CT DSS Federal Poverty Income Guidelines and proposed that these guidelines be used for qualification for the Fee Waiver Program. Kochenburger suggested that staff come back with recommendations on a revised application process and possibly more tiers based upon the DSS guidelines.

Committee members expressed desire to have feedback from the Recreation Advisory Committee. Vincente noted that they meet quarterly and their next meeting is scheduled for July 24. The committee set the next meeting date for Wednesday, August 7, 2013 so that the Recreation Advisory Committee would have an opportunity to review the discussions to date.

**Public Participation**

Kochenburger turned to the public members who were present to solicit their feedback.

- Mark LaPlaca was representing Mansfield Advocates for Children (MAC) which feels strongly that the fee waiver program is important for town families, especially those ages birth to eight. He also cautioned committee members about additional information that might be asked for in a new application. He encouraged the committee to look at the data before considering additional levels of approval and he pointed out that some of the increased costs for the current fiscal year are due to the fact that the Parks and Recreation Department is now running the Before and After School Program at two of the schools.

- Sarah Anderson, also representing MAC, encouraged committee members to analyze the potential for additional levels because this could be very important and beneficial to families with young children.
- Pat Suprenant expressed concern about the assumption of fraud and abuse of the program and she encouraged the committee to make the process easier. She also suggested that the funding for the program should be directed to kids.

**Next Meeting/Future Agenda Items**

The next meeting was scheduled for Wednesday, August 7, 2013 at 7:30am.

**Adjournment**

The meeting was adjourned at 8:49 am.

Respectfully submitted, Curt Vincente

MINUTES  
MANSFIELD ECONOMIC DEVELOPMENT COMMISSION  
Regular Meeting  
Thursday, June 27, 2013  
Council Chamber, Audrey P. Beck Municipal Building

Members present: Beebe, Bresnahan (5:45), Dorgan (5:51), Fecho (5:47), Ferrigno, Hirschorn, McGuire, Thompson

Staff Present: Matt Hart, Town Manager  
Linda Painter, Director of Planning and Development

The meeting was called to order at 5:35 p.m. by Ferrigno.

Public Comment

- No public comment was received.

New Business

- **Role of a Municipal EDC in Connecticut.** Hart introduced Patrick McMahon, the Director of Community and Economic Development for the Town of Suffield. McMahon identified four roles for an EDC: sounding board, advocacy, reconnaissance, and outreach and gave examples of typical activities for each role. He also identified other potential economic development tools such as economic gardening (using Littleton, CO as an example), developing an incentive package, improving the speed and predictability of the local development review process, working with town staff and other committees on infrastructure planning efforts, interfacing with state representatives, and creating a heritage tourism council. After the presentation, members asked about techniques to promote regionalism, identifying areas for preservation and growth, development of a strategic work plan, and metrics. At the conclusion of the presentation, both Hart and McMahon departed.

Approval of Minutes

- March 28, 2013 – Beebe MOVED, Thompson SECONDED approval of the minutes as written. The motion was approved unanimously.

Reports

- **Business Activity.** Painter updated the Commission on recent business activity, including a significant renovation of Starbucks, the opening of The Adventure Park at Storrs, and pending applications at the PZC for the expansion of the Public America gas station and the expansion of the Charles River Labs. Hirschorn mentioned the upcoming closing of JC Penney at Eastbrook Mall and requested that staff reach out to the mall owner to see if there was any way the Commission could be of assistance.
- **Events.** Painter advised the Commission of an invitation from the Coventry EDC for a forum on appropriate infrastructure and septic system design. Dorgan volunteered to represent the EDC at the forum.
- **Other.** Members discussed the need to develop a 1 to 2 year work plan that identifies projects/tasks with the goal of having members volunteer for different tasks. Members also discussed whether they wanted to actively endorse proposed projects. While no consensus was reached, it was noted that if the Commission were interested in endorsing projects, there should be criteria that are used to determine whether an endorsement is appropriate. In the interim, Painter will refer pending PZC applications to the Commission for informational purposes.

Based on vacations and other upcoming meetings, the July regular meeting will be cancelled. No decision was made with regard to August.

Old Business

1. **Water Supply EIE.** Painter updated the Commission on the status of the EIE. A Record of Decision from UConn is expected in early August. Bresnahan noted an upcoming water forum in Windham on June 29<sup>th</sup> that will be hosted by the League of Women Voters.
2. **Mansfield Tomorrow.** Painter provided an update on recent activities and advised the Commission that another focus group meeting is being scheduled for the end of July; more details to follow.

The meeting was adjourned at approximately 7:27 p.m.

Respectfully submitted,  
Linda M. Painter, AICP  
Director of Planning and Development

# HOUSING AUTHORITY OF THE TOWN OF MANSFIELD

## REGULAR MEETING MINUTES

Housing Authority Office

August 15, 2013

8:30 a.m.

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

The meeting was called to order at 8:45 a.m. by the Chairperson.

### MINUTES

A motion was made by Ms. Hall and seconded by Mr. Eddy to accept the minutes of the July 25, 2013 Regular Meeting and the July 30, 2013 Emergency Meeting. Motion approved unanimously.

### COMMENTS FROM THE PUBLIC

None

### COMMUNICATIONS

None

### REPORTS OF THE DIRECTOR

#### Bills

A motion was made by Mr. Simonsen and seconded by Ms. Ward to approve the July bills. Motion approved unanimously.

#### Financial Reports –A (General)

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

#### Financial Report-B (Section 8 Statistical Report)

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

### REPORT FROM TENANT REPRESENTATIVE

#### Human Services Advisory Committee

No Report

#### General Reports

None

## **COMMITTEE REPORTS**

### **Quality of Life Committee**

A recommendation was made by the Committee to purchase and install two sun tunnels in a north facing unit at Wrights Village. After installation, the Committee will take a field trip to assess the natural light to determine future installations.

A motion was made by Mr. Simonsen and seconded by Ms. Hall to accept the recommendation. Motion approved unanimously

A recommendation was made by the Committee to hire Milrick Lawn Service, LLC for the Wrights Village landscaping project. Ms. Fields will contact Milrick and set up a meeting to begin the first phase which will be clean up.

A motion was made by Mr. Simonsen and seconded by Mr. Eddy to approve Milrick Lawn Service, LLC as the selected contractor and an initial funding \$10,000; and for Ms. Fields to proceed in consultation with the Committee. Motion approved unanimously.

### **Budget Committee**

Three recommendations were made by the Budget Committee to approve: (1) a rent increase at Holinko Estates in the amount of \$5.00 per month per unit and at Wright's Village in the amount of \$10.00 per month per unit; (2) the budgets as approved for recommendation by the Budget Committee meeting on August 12, 2013; and (3) to use the 2014 allocations percentages for personnel and insurance effective as soon as possible in 2013.

A motion was made by Mr. Simonsen and seconded by Ms. Ward to approve the recommendation by the Budget Committee for the specified rent increases. Motion approved with one abstention.

A motion was made by Mr. Simonsen and seconded by Mr. Eddy to approve the recommendation by the Budget Committee to accept the budgets. Motion approved unanimously.

A motion was made by Mr. Simonsen and seconded by Ms. Ward to apply the 2014 allocations as specified. Motion approved unanimously.

## **UNFINISHED BUSINESS**

### **Holinko Estate Solar Panels/Exterior Lighting Upgrades**

Ms Fields will attend a webinar later today presented by Sustainable City Networks on site lighting retrofits. Ms. Fields will contact Sunlight Solar to move forward with the solar panel project. She will discuss what is necessary to make sure this project is part of the ZREC lottery this fall.

## **NEW BUSINESS**

### **Section 8 Administrative Plan Changes - Preferences**

Ms Fields suggested that the preference in the Section 8 Administrative Plan be deleted for those families that are "Victim of Reprisals." Because there is a requirement that the family is part of a witness protection program or the HUD office or law enforcement agency must have informed the PHA that the family is part of a similar program, it requires the request to come from an agency and not a family. If the

Housing Authority was asked to house a family who is a victim of reprisal, the family would probably be housed outside the waiting list process. This preference is not required or suggested by HUD.

A motion was made by Mr. Eddy and seconded by Mr. Simonsen to delete the "Victim of Reprisals" preference in the Section 8 Administration Plan. Motion approved unanimously.

#### **Executive Session**

Ms Fields asked the Chairman to request a vote to go into Executive Session in order to provide legal updates which contain privileged information. The Chairman requested a motion be made.

A motion was made by Mr. Eddy and seconded by Ms. Hall to invite Ms. Fields and to go into Executive Session at 10:30 a.m. Motion approved unanimously.

The Board came out of Executive Session at 10:45 a.m.

#### **MEETING DATE REVIEW**

No changes to September Regular Meeting

#### **OTHER BUSINESS**

None

#### **ADJOURNMENT**

The Chairperson declared the meeting adjourned at 10:46 a.m. without objection.

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Dexter Eddy, Secretary

Approved:

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Richard Long, Chairperson

Town of Mansfield  
**CONSERVATION COMMISSION**  
Meeting of 21 August 2013  
Conference B, Audrey P. Beck Building  
**MINUTES**

*Members present:* Aline Booth (Alt.), Robert Dahn, Neil Facchinetti, Quentin Kessel, Scott Lehmann. *Members absent:* Joan Buck (Alt.), Peter Drzewiecki, John Silander, Michael Soares. *Others present:* Leigh Duffy, David Freudmann, Rick Hossack, Alison Hilding, Sherry Hilding, Grant Meitzler (Wetlands Agent), Linda Painter (Town Planner), Susan & Philip Spak, Patricia Suprenant, Betty Wassmundt.

1. The meeting was called to order at 7:31p by Chair Quentin Kessel. Booth was designated a voting member for the meeting.

2. **Public comment.**

- a. In a letter dated 8/21 and e-mailed to Commission members, **Winifred Gordon** expresses concern about sacrificing green space for UConn's Tech Park and about importing water to support expansion at UConn and development elsewhere in Mansfield. The letter is attached.
- b. **Rick Hossack** also voiced concern about UConn's expansion and urged the Commission to object to the Town's joining UConn in contracting with the Connecticut Water Company (CWC) to import water (primarily from the Shenipsit Reservoir).
- c. **Betty Wassmundt** objected to the Town Council's timeline for a decision on the CWC proposal – why 60 days? There should be no rush to judgment. A better case for Mansfield's involvement in what is basically a UConn project should be made, in her view. She also expressed concern about protecting the Fenton River watershed, as UConn will continue to draw water from the Fenton well-field.
- d. **Alison Hilding** asked whether UConn needs the Town's participation to import water. Linda Painter noted that the Tech Park legislation requires cooperation with the Town on that project, which will require additional water from somewhere; she added that development at Four Corners requires sewerage and additional water. Ms. Hilding predicted that the CWC project will increase development pressure – and, inevitably, development – in Mansfield, and maintained that what will be lost as a result outweighs the benefits of additional water for Four Corners and the assisted living facility proposed by Masonicare. In her view, UConn's interests are driving fundamental changes in Mansfield, detrimental to quality of life here. She also doesn't like inter-basin water transfers.
- e. **Pat Suprenant** viewed water importation as a benefit to UConn and (on balance) a cost to Mansfield. She doubted that an overlay zone would be adequate to control induced development. The Town should realize that its interests do not coincide with UConn's and go its own way. She also expressed disappointment that growth-control provisions in the draft State Plan of Conservation and Development were watered down in the final document to the point of having no effective force.
- f. **Sherry Hilding**, who likes Mansfield the way it is, thought the Town should not abet UConn's expansion plans by signing on to the CWC proposal.

3. The (amended) **draft minutes** of the 19 June 2013 meeting were approved as written.

4. **Town Council Referral: CWC proposal.** The Commission has been asked by the Town Council to review the Water Source Study's Record of Decision (ROD), in which the Connecticut Water Company was selected over Windham Water Works and the Metropolitan

District Commission as the preferred supplier of new water for UConn and Mansfield. In advance of the meeting, Kessel circulated by e-mail a draft comment, which served as the basis for discussion. The Commission did not directly address the broad issues raised in the public comments. Kessel's draft comment and the Commission's discussion of it focused more narrowly on the ROD and statements made by Tom Callihan in his presentation to the Town Council on 8 August 2013.

Lehmann asked for clarification of "statements at the August 8, 2013 [Council] meeting that the Tech Park might put the University in charge of any off-campus improvements somehow related to the Tech Park." (draft, paragraph 4) What exactly was said and what authority is being claimed? Painter supplied copies of Tom Callihan's power-point presentation and Sec. 92 of Public Act 11-57, which he cites in slide 3. She thought that water importation is probably not within the scope of "off-campus improvements undertaken as part of said [= Tech Park] project," but noted that she is not a lawyer. Dahn suggested recommending that the Town get a legal opinion on the extent of powers granted to the University by the Tech Park legislation. Also unclear is what Callihan means by "normalization" of the "University role in town development decisions" (slide 14).

Facchinetti wondered if the Commission shouldn't express concern about the inter-basin water transfer, as this was an important consideration in its stated preference for obtaining any new water from Windham Water Works. Kessel replied that, in his view, the ROD did a good job of arguing that inter-basin transfers should not be dismissed out-of-hand and that the environmental impacts of the CWC proposal were indeed limited.

Facchinetti also worried that the CWC's proposed Customer Advisory Commission will be weaker than a Water Board and that water rates for Mansfield customers now getting water from UConn will go up to cover the capital costs of the new water line (which CWC has proposed to assume). David Freudmann noted that the state has budgeted money for additional UConn water and suggested applying it to the CWC project instead of having CWC front all the capital cost. There was general agreement that the Council should look closely at financial aspects of this project.

A **motion** (Dahn, Lehmann) authorizing Kessel to revise his draft comment on the ROD in light of the discussion and to submit it to the Council was approved unanimously. It is attached.

Most of the visitors left the meeting at this point.

**5. Conservation Easement monitoring.** The Commission has been asked to monitor the Town's conservation easements on some regular basis. The last time anybody did this was about twenty years ago, when there were a lot fewer easements. Kessel suggested monitoring on a 10-year cycle, which would reduce the annual load to a manageable number. Further planning was deferred to the September meeting.

**6. Continuing business.** Jessie Shea wonders if the unchanging list of continuing business items should be pruned. Instead, "Water issues" will be added to the list.

**7. Adjourned** at 9:23p. Next meeting: 7:30p, Wednesday, 18 September 2013.

Scott Lehmann, Secretary, 24 August 2013; approved 18 September 2013.

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**Attachment 1:** 21 August 2013 letter from Winifred (Winky) Gordon.

To the Member of Mansfield's Conservation Commission:

I am writing to ask that you exercise your powers in advising the PZC and Town Council about best practices for preserving Mansfield's rural character and ensuring wise use of natural resources.

Like many others, I am disturbed by UConn's plans to build on a major parcel of green space when there are alternatives that would make better use of existing infrastructure. I am horrified by the vision of ultra-modern structures that will equal 3 times the size of the Eastbrook Mall displacing what is currently woodlands, wetlands, and prime agricultural soils. As you are aware, this sort of development is in direct opposition to the recommendations of the State Plan of Conservation and Development. The concurrent proposal to bring water from the Shenipsit Reservoir to feed UConn's expansion and Mansfield's development makes this an even greater environmental travesty.

My questions to the town of Mansfield: do we really want another small city on the UConn campus? How will this benefit our town? How can we reimagine the Four Corners development to make it an appropriate size for sourcing local water? Don't we think that the State of CT (UConn) should be held to its own best advice about water use and development through the State POCD and the call for a statewide water plan?

We are at a critical time in planning our town's future. Do we want to simply go along with what UConn thinks is best or do we want to be an active participant in determining Mansfield's future? Perhaps the Mansfield Tomorrow project can be the vehicle for letting residents weigh in on how we want to live with our very large neighbors.

Respectfully,

Winifred T. Gordon  
36 C Charter Oak Square  
Mansfield Center 06250

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**Attachment 2:** Conservation Commission Comment on Record of Decision for Supplemental Water, 24 August 2013.

At the Town of Mansfield Town Council (TC) meeting on August 8, 2013, the Council referred the Record of Decision (ROD) and its choice of the Connecticut Water Company (CWC) to the Mansfield Conservation Commission (CC) for comment. The forwarding of the following comments was agreed to at the CC August 21, 2013 meeting. Not only was the ROD considered, but also comments made at the TC meeting by representatives of the University and the law firm of Pannone, Lopes, Devereaux & West (PLDW) on the governance of the proposed water system for the Town of Mansfield and the University of Connecticut. Further input was provided by the numerous citizens who attended our August meeting and provided well-reasoned input on this matter.

The CC believes that the Town of Mansfield should insist upon an equitable agreement between the Town, the University, and the CWC. This agreement must be transparent and fair to the taxpayers of Mansfield and should provide an adequate water supply to meet the stated needs of the University and Mansfield into the future.

PLDW states that "With regard to growth management off-campus, Mansfield's authority through its zoning regulations would be controlling." At the September 4, 2012 Special Meeting of the PZC Regulatory Review Committee, Mansfield Director of Planning and Development, Linda Painter, stated that she would work with the EIE on a timeline to ensure that new regulations are adopted prior to the submission of permits to the DEEP and coordinated with the upcoming POCD update. As noted below, the CC recommends a moratorium on lot- and subdivision approvals along any proposed pipeline route until the proposed overlay zone, or a similar measure to prevent undesirable development along the pipeline route is a part of Mansfield's PZC regulations.

The CC is concerned about statements made by the University's Tom Callahan at the August 8, 2013 TC meeting that the Tech Park legislation would put the University in charge of any off-campus improvements somehow related to the Tech Park: "Section 92 *The university shall have the charge and supervision of all aspects of the project* authorized under this section (as provided for pursuant to UConn 2000), as provided in section 10a-109n of the general statutes. Such *charge and supervision shall extend to any off-campus improvements* undertaken as part of said project. *The university shall work in consultation with the town of Mansfield regarding any on-site or off-site utilities* that are financed pursuant to this section." (slide 3, emphasis in original) This is an odd statement to make when the Tech Park is projected to increase water demand by about only 10% over the next 45 years – sort of like the tail wagging the dog. Also, Mr. Callahan's statement about "normalization" of the University role in Town development decisions (slide 14) is worrisome. This does not seem to bode well for an equitable governance agreement between the Town and the University. The CC recommends that the Town pursue legal opinions on the intent and extent of the powers granted to the University by Public Act 11-57. The Town's rights, or lack of rights should be established before entering into negotiations with the University and CWC.

In these negotiations, it is important to protect the taxpayers of Mansfield from unreasonable charges. No agreement should, by itself, result in assessment fees for non-users and forced hookups to the new system. The CWC is run as a profit-making business. One can only assume that the seemingly generous offer of the CWC to front the money for the pipeline and other improvements will be more than recaptured by the water-use fees charged the Town of Mansfield and the University. CWC rates may be regulated by PURA, but these rates will certainly take into account the capital costs of establishing the new system. How does the University plan to use the \$8 million in tech Park funding for water and the \$18 million for water in the Next Generation funding now that CWC has offered to pay these costs? An analysis should be provided to determine whether a portion of this \$26M invested into the infrastructure costs that CWC has proposed to assume might not make long-term fiscal sense (through lower water rates to the Mansfield and the University).

Footnote 2 to Table 1-1 in the ROD raises several questions:

Footnote 2 includes 0.35 mgd from the Fenton well field in their safe yield, when during the summer there are periods it is not appropriate to pump any water from the Fenton wells.

There is also reference to Well D, which has been scheduled for repairs. Have these repairs been carried out, and if not, when will they be? The CC notes that inadequate maintenance of the Willimantic River well fields resulted in over-pumping from the Fenton in the 1990s and early 2000s.

The CC hopes the plan to move Pumping Station A farther from the Fenton River will be implemented at some point. This is projected to increase the yield from this portion of the

Fenton River aquifer while lessening its impact upon the river itself.

The following section numbers refer to the ROD.

2.2.13 (p. 37). "UConn submits that reliance upon the Mansfield overlay zone ... addresses the need to mitigate potentially more intensive development resulting from the availability of a pipeline water supply."

The CC members have no knowledge of this overlay zone. The CC recommends a moratorium on lot and sub-division approvals along any proposed pipeline route until the overlay zone, or some other form of protection, is a part of Mansfield's PZC regulations (*cf.* Mansfield's recent moratorium on subdivisions, while those regulations were rewritten).

2.12. "Any new developments in the Eagleville Brook drainage basin will need to show that there will be no net increase in storm water runoff for storm events up to and including the 1% annual chance storm event to be consistent with the TMDL and the requirements of the Floodplain Management certification."

There should be a clear statement detailing just who will be responsible for the implementation of this requirement and how it will be overseen and enforced.

2.18. MDC Statement: The CC notes that unless service connections to other municipalities were allowed along the proposed pipeline to UConn, UConn might have to own and maintain the pipeline from East Hartford. Not only would the MDC option have been more expensive to the Town of Mansfield, but the additional interconnections might have encouraged undesirable urban sprawl (induced development).

CWC Statement: The CC was impressed with the CWC's stated support of Mansfield's interests, especially not having a "wheeling fee" for the transfer of water through the University system and support of establishing a formal governance structure and a Customer Advisory Council. As stated earlier regarding the agreement, this governance structure should be transparent and establish an equitable governance process.

The CC believes it is logical to bring the additional water by a route entering the UConn system along the to-be-constructed Tech Park road. This should minimize disturbance, if the work is coordinated with the road construction, and deliver the water more directly to the UConn storage system.



## CEMETERY COMMITTEE MINUTES

June 19, 2013

3:30 pm

ROOM B

AUDREY P. BECK BUILDING

Present: Rudy Favretti, Barry Burnham, Winston Hawkins, Jeanne Mogayzel, Mark Mogayzel,

Excused: Jane Reinhardt, Keith Wilson

Staff present: Mary Stanton, Mary Landeck (Sexton)

- Chair Rudy Favretti called the meeting to order
- A motion to approve the minutes of the March 20, 2013 meeting was made, seconded and passed unanimously.
- Sexton Mary Landeck reviewed the activities and issues in the cemeteries. Committee members agreed to the following actions:
  - ✓ Mr. Burnham moved and Mr. Hawkins seconded to approve the proposal from Jonathan Appell to address the repair and restoration of monuments. The estimated cost for this year's work is \$9625.00. The motion passed unanimously.
  - ✓ By consensus the Committee agreed to proceed with the engraving of the large stone for the scattering area of the Riverside Burial Grounds. Members agreed heading of the stone would read, "In Remembrance." The heading letters will be 3-4 "high and the size of names and dates of the deceased will be determined by the Sexton in consultation with Tri County Memorial. The cost to engrave is \$235 for the first 10 letters and \$13 for each additional letter.
  - ✓ The Committee agreed the next time a revision of the rules is undertaken a section requiring the removal of temporary plaques, after the installation of a permanent marker, will be addressed.
- Maintenance Schedules and Issues
  - ✓ The ruts in the Mansfield Center Cemetery which are a result of the recent tree removal need to be addressed.
  - ✓ The sunken grave in the Jacob Cemetery needs to be filled.
  - ✓ The ruts in the Gurley Cemetery, left by Mr. Clark, need to be filled.
  - ✓ The hanging trees in the Riverside Cemetery need to be removed.
- Sonar Mapping

Mr. Favretti explained the sonar project which has been conducted in the Jacobs, Mount Hope and Thompson Cemeteries and reiterated the importance of that work being mapped before the markers disappear.

The meeting adjourned at 4:12p.m.

Mary Stanton, Town Clerk

**Human Services Advisory Committee  
Regular Meeting  
August 21, 2013  
Conference Room "B"**

The meeting was called to order at 2:09 P.M.

Attending: Ms Mantzaris (YSB), Chair; Ms Kenowski, (At-Large); Mr. Eddy, (Housing Authority); Ms Capriola, (Staff).

Guests: Ms Dainton, Sr. Ctr. Coordinator; Ms Elliot, Sr. Ctr Association President.

Approval of June 19,2013 minutes: There not being a quorum, no action was taken.

Department updates:

Ms Capriola gave updates on—

- Human Services open positions. 1) External and Internal interviews for the Director's position have resulted in two finalists. Position will hopefully be filled by October 1, 2013. 2)The Youth Services Counselor position has been filled.
- Fee waiver administration is being upgraded with more consideration to eligibility standards.
- Area 501-c-3 grant process is being upgraded to include more detailed qualifications and expectations.
- Food pantry operation is being considered for redirection as a volunteer and cooperative effort (with other town entities) as do several other towns.

Senior Center Evaluation: There being a small attendance, Ms Dainton is rescheduled for the September 18 meeting. She did, however, mention that September is Senior Center Month and that a full schedule of events and happenings will take place Tuesday thru Friday, September 3<sup>rd</sup> thru 6<sup>th</sup>.

The chair declared the meeting adjourned, without objection, at 2:34 P.M.

The next meeting is scheduled for September 18, 2013 at 2:00 P.M.

Dexter Eddy, Acting Secretary

PAGE  
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September 23, 2013

Elizabeth Paterson, Mayor

Town of Mansfield

Four South Eagleville Road

Mansfield, CT 06268-2599

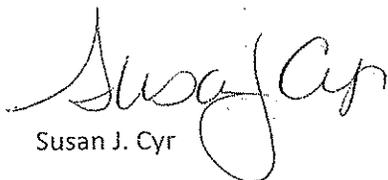
To the Honorable Ms. Paterson:

I am writing this letter to convey my apprehension with the decision to change to automated trash collection utilizing trash & recycling containers (tipper barrels).

I am employed by the Town of Coventry where tipper barrels have been in use for a couple of years now, and most of what I hear about the implementation here has been positive. However, I must express my disapproval of the \$100 replacement fee if the container is lost or stolen. This is an unnecessary burden to all citizens when theft is beyond one's personal control. The replacement fee in Coventry is \$75 which is waived if a police report is filed.

Please consider revising this excessive penalty. Thank you for your attention.

Very truly yours,



Susan J. Cyr

176 Bone Mill Road

Storrs, CT 06268

860-429-8434 (h)

860-742-7966 (w)

Cc: Lon Hultgren, Director

Public Works

PAGE  
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Town of Storrs, Storrs, CT  
(Town Council)

9-23-13

Item # 10

My name is Winthrop E. Hilding  
I live at 22 Southwood Rd, Storrs CT.  
I try to walk up and down  
North Eagleville Rd every day.  
I'm 95 years old and limited  
in my agility.

It would be much safer and  
easier for me if there was a  
side walk along North Eagleville Rd.  
I note that dozens of students walk  
from Northwood Apts to UConn every  
day to go to class. It would certainly  
be much safer for these students  
to walk along a side walk to class.  
I ask the town to seriously consider  
building a sidewalk along this  
heavily traveled road, and use  
eminent domain  
if necessary.

Winthrop E. Hilding  
22 Southwood Rd  
Storrs, CT 06261

PAGE  
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**Sara-Ann Bourque**

---

**From:** Mary L. Stanton  
**Sent:** Tuesday, September 24, 2013 1:13 PM  
**To:** Town Council  
**Cc:** Matthew W. Hart; Sara-Ann Bourque  
**Subject:** FW: UCONN N. Hillside Rd. Ext. - Public Comment  
**Attachments:** UCONN\_N\_Hillside\_Rd\_Ext\_Public\_Comment.pdf

Dear Council members,

Attached please find the documents sent to me by Mr. Smith and referenced by him at last night's meeting.

In accordance with the Town Council's Rules of Procedure these documents will be included as communications in the next packet.

Regards,

Mary Stanton  
 Mansfield Town Clerk

**From:** [attyasmith@aol.com](mailto:attyasmith@aol.com) [<mailto:attyasmith@aol.com>]  
**Sent:** Monday, September 23, 2013 6:54 PM  
**To:** Town Clerk  
**Subject:** Fwd: UCONN N. Hillside Rd. Ext. - Public Comment

Dear Ms. Stanton:

Please enter into the Town Council meeting minutes of today's date the public comments from the public hearing on the UCONN N. Hillside Rd. Ext. which was held on September 10, 2013. Also, as a courtesy, please note that my name is Arthur Smith, and that is how I refer to myself on the Town Council hearing record.

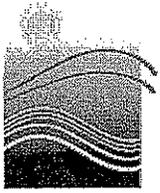
Thank you,  
 Arthur Smith  
 Town Resident

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

**From:** Schain, Brendan <[Brendan.Schain@ct.gov](mailto:Brendan.Schain@ct.gov)>  
**To:** 'dmonz@uks.com' <[dmonz@uks.com](mailto:dmonz@uks.com)>; Hoskins, Douglas <[Douglas.Hoskins@ct.gov](mailto:Douglas.Hoskins@ct.gov)>  
**Cc:** 'attyasmith@aol.com' <[attyasmith@aol.com](mailto:attyasmith@aol.com)>  
**Sent:** Fri, Sep 20, 2013 8:29 am  
**Subject:** UCONN N. Hillside Rd. Ext. - Public Comment

Attached, please find a comprehensive .pdf of all public comment I have received on the above referenced matter. The first several documents were handed to me at the public hearing and have already been distributed in hard copy. I have also included the Michael Klemens letter without attachments. The full version of his letter was e-mailed following the hearing. Attorney Smith, please also note that I received the additional pages you sent separately from your comment. Rather than gather the individual documents into a single .pdf, I used the copy of the 9/27 letter that has been entered into the record. If for some reason this is unacceptable, please let me know and I will replace it. Should you have any questions, please contact me.

Brendan Schain  
 Hearing Officer  
 Office of Adjudications  
 Connecticut Department of Energy and Environmental Protection  
 79 Elm Street, Hartford, CT 06106-5127  
 P: 860.424.3172 | F: 860.424.4053 | E: [brendan.schain@ct.gov](mailto:brendan.schain@ct.gov)



Connecticut Department of

**ENERGY &  
ENVIRONMENTAL  
PROTECTION**

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[www.ct.gov/deep](http://www.ct.gov/deep)

*Conserving, improving and protecting our natural resources and environment;  
Ensuring a clean, affordable, reliable, and sustainable energy supply.*

**TOWN OF MANSFIELD**  
**OFFICE OF THE TOWN COUNCIL**



ELIZABETH C. PATERSON, Mayor

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

September 10, 2013

Office of Adjudications  
Department of Energy and Environmental Protection  
79 Elm Street, 3<sup>rd</sup> Floor  
Hartford, Connecticut 06106-5127

**Re: UConn North Hillside Road Extension Project**

Dear Hearing Officer:

In February 2009 and in January 2012, the Town of Mansfield submitted comments regarding the Environmental Impact Statement (EIS) for the University of Connecticut's proposed North Hillside Road extension project (see attached). The town's understanding is that the scope of the project has not changed. Consequently, our Town Council has not moved to modify its previous comments or its concurrence with the conclusion of the EIS that the project could be implemented without significant environmental impact.

As detailed in our 2009 communication on the Draft EIS, the Town of Mansfield has long supported the project, for several key reasons. In the town's view, the extension project would provide relief from traffic congestion; promote vehicular and pedestrian safety; and facilitate the development of the UConn North Campus area. In 2009, we also noted that the project was fully consistent with the Connecticut Policies Plan for Conservation and Development, the Windham Region Land Use and Transportation Plans and Mansfield's Plan of Conservation and Development. Our 2012 communication noted that the preferred alternative identified in the Final EIS included several changes to reduce the environmental impact of the project, most notably eliminating development on parcel A, preserving an additional 76 acres of land through a new conservation easement, and using bridges instead of culverts to reduce wetland impacts and to improve wildlife habitat connectivity.

I appreciate the opportunity to comment at today's public hearing and wish to reiterate the town's previous request to provide Mansfield residents and representatives adequate notice and opportunity to review and comment on construction plans prior to their approval and implementation.

If you have any questions regarding this testimony or the town's previous correspondence regarding the North Hillside Road extension project, please contact Matt Hart, Mansfield Town Manager, at (860) 429-3336.

Sincerely,



Elizabeth C. Paterson

Mayor

CC: Mansfield Town Council  
Mansfield Planning and Zoning Commission/Inland Wetlands Agency  
Matt Hart, Town Manager  
Linda Painter, Director of Planning and Development

Enc: (2)

TOWN OF MANSFIELD  
OFFICE OF THE TOWN MANAGER



Matthew W. Hart, Town Manager

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

January 23, 2012

Transmitted via Email

Ms. Amy Jackson-Grove  
Division Administrator-FHWA  
628-2 Hebron Avenue, Suite 303  
Glastonbury, CT 06033  
Email: Amy.Jackson-Grove@dot.gov

Mr. Richard A. Miller  
Director of Environmental Policy  
University of Connecticut  
31 LeDoyt Road U-3055  
Storrs, CT 06269-3055  
Email: rich.miller@uconn.edu

Re: Final Environmental Impact Study (FEIS) for North Hillside Road

Dear Ms. Jackson-Grove and Mr. Miller:

Thank you for providing the opportunity to comment on the Final Environmental Impact Study for North Hillside Road. As was noted in the Town's comments on the 2008 Draft EIS (DEIS), the Town Council and Planning and Zoning Commission agreed with the conclusion of the DEIS that the North Hillside Road Extension project and associated development of UConn's North Campus could be implemented without significant environmental impact. The only request made as part of our DEIS comments was that Mansfield residents and representatives be given adequate notice and opportunity to review and comment on construction plans prior to their approval and implementation.

The FEIS maintains the preferred roadway alignment identified in the DEIS and incorporates several new mitigation measures to further reduce the environmental impact of the project, including:

- o Significant measures to protect wetlands along the roadway alignment through the construction of two bridges where previously culverts had been proposed.

- Further reduction in wetland impacts through changes to the preferred North Campus Development by replacing development Parcel A with a ±76 acre conservation easement and reallocating development previously proposed for Parcel A to Parcel B.
- Incorporation of additional measures to further mitigate impacts on wetlands and water quality, including:
  - Use of Low Impact Development (LID) techniques as part of the overall stormwater management plan for the roadway construction and the development of the North Campus
  - Measures to reduce impacts of deicing and anti-icing activities
  - Measures to mitigate impacts of lighting on night skies and nocturnal habitats
  - Implementation of a monitoring program to control invasive species
  - Timing of construction to maximum extent possible to minimize impacts on impacts to amphibian habitats.
- Acknowledgement of impacts on Greenhouse Gas Emissions (GHG) and measures to mitigate those impacts.
- Acknowledgement of the potential secondary and cumulative impacts that may occur to various environmental resources in Mansfield and the region through the development of housing and other services to support the anticipated growth in employment resulting from the development of North Campus.

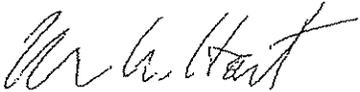
Based on the above summary, staff has found the FEIS to be consistent with the comments provided by the Town Council and Planning and Zoning Commission in 2008. Additionally, we provide the following comments for your consideration:

- While the response to our 2008 comments included in Appendix N indicated that opportunities for review and comment on construction plans would be provided during subsequent stages of the design and permitting process, we would like to take this opportunity to reiterate that request for the record.
- To ensure that the change from culverts to bridges as referenced above meets the desired goals of reducing wetland impacts and protecting wildlife habitat connectivity, specific measures should be put in place during construction such as restricted laydown areas and location of 'no equipment' areas, etc. to minimize impacts on those areas during construction.
- While no significant changes were made to the assessment of traffic impacts and mitigation measures, it is important to note that the intersection of South Eagleville Road and Separatist Road/Sycamore Drive has been of ongoing concern to the Town due to the number of accidents at the intersection and resident complaints. The FEIS recognizes that the Separatist Road approach will operate at a LOS F during PM Peak hours under both the 2010 and 2030 No Build Conditions. As such, we respectfully request that signalization of this intersection be made a priority and installed prior to full build-out of the North Campus area.
- As with any document of this magnitude and duration, there are projects referenced whose status has changed since the drafting of the document, including:
  - Water Reclamation Facility. This project is referred to in various places as being under consideration or design. These references should be updated to reflect current construction status and anticipated completion date. (Pages ES-12, 95)

- Storrs Center. References should be updated to reflect that the project is under construction.
- University Water Supply Plan. References should reflect completion date of May 2011 instead of 'anticipated completion date.' (Page 98)
- It appears that the reference at the bottom of page 30 to 'Alternative 2B' should be revised to 'Alternative 2C' to correctly reflect the new number for the plan being described in the following parcel descriptions.

In closing, we look forward to your continued cooperation regarding the review and implementation of construction plans for the North Hillside Road extension and the associated development of UConn's north campus. If you have any questions regarding the comments included in this letter, please contact Linda Painter, Director of Planning and Development.

Sincerely,



Matthew W. Hart  
Town Manager

Enclosure: February 10, 2009 Letter from Town Council and PZC

C: Town Council  
Planning and Zoning Commission  
Conservation Commission  
Linda Painter, Director of Planning and Development  
Lon Hultgren, Director of Public Works

TOWN OF MANSFIELD  
Planning and Zoning Commission



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

February 10, 2009

Richard A. Miller, ESQ  
Director, Office of Environmental Policy  
University of Connecticut  
31 LeDoyt Road  
Unit 3055  
Storrs, CT 06269-3055

Bradley D. Keazer  
Division Administrator, Federal Highway Administration  
628-2 Hebron Avenue  
Suite 303  
Glastonbury, CT 06033-5007

Re: Draft Environmental Impact Study, North Hillside Road Extension

Dear Messers Miller and Keazer:

Mansfield's Town Council and Planning and Zoning Commission, with staff assistance, have reviewed the December 2008 draft Environmental Impact Statement for the North Hillside Road Extension project. The following comments are presented for your consideration:

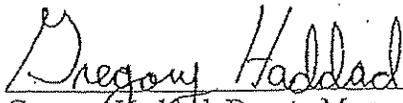
1. The North Hillside Road Extension project and associated development of UConn's North Campus have been studied extensively for over ten years, with numerous opportunities for public review and comment. The December 2008 draft Environmental Impact Statement further refines the analysis of these inter-related projects and Mansfield's Town Council and Planning and Zoning Commission are in agreement with the EIS conclusion that these projects can be implemented without significant environmental impact.
2. Mansfield's Town Council and Planning and Zoning Commission support the subject projects for many reasons including the following:
  - A. The extension of North Hillside Road will facilitate traffic movements on state and local roads and will reduce vehicular traffic on many local roadways that were not designed for current traffic volumes. This roadway project, and associated walkway and bicycle lanes, will promote both vehicular and pedestrian safety for all Mansfield residents and visitors, including UConn students and staff. This project has been a high priority transportation improvement for decades.
  - B. The extension of North Hillside Road will facilitate the development of the UConn North Campus and provide regionally significant economic development opportunities. The North Campus development

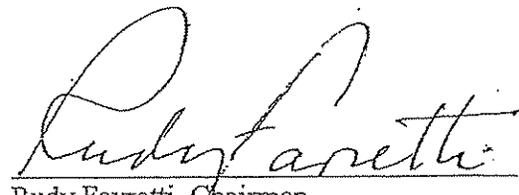
will enhance research opportunities for UConn students and staff, job creation and collaborative public/private partnerships.

- C. The extension of North Hillside Road and associated public sewer and water utility extensions will facilitate the coordination of needed utility extensions to Mansfield's Four Corners area which has documented ground water contamination and private well and septic system problems.
3. The subject project is fully consistent with the Connecticut Policies Plan for Conservation and Development, the Windham Region Land Use and Transportation Plans and Mansfield's Plan of Conservation and Development. Many specific goals, objectives, policies and recommendations contained in these plans would be promoted by the extension of North Hillside Road and the associated development of North Campus.
4. The draft Environmental Impact Statement appropriately identifies comprehensive mitigation measures that need to be incorporated into construction plans. It is essential that in association with the listed permits that need to be obtained, Mansfield residents and representatives be given adequate notice and opportunity to review and comment on construction plans prior to their approval and implementation.

Mansfield officials are available to discuss any of the comments contained in this letter. We anticipate continued cooperation regarding the review and implementation of construction plans for North Hillside Road extension and the associated development of UConn's North Campus. If you have any questions regarding this letter, please contact Mr. Gregory J. Padick, Mansfield's Director of Planning at 860-429-3329.

Very truly yours,

  
\_\_\_\_\_  
Gregory Haddad, Deputy Mayor  
Mansfield Town Council

  
\_\_\_\_\_  
Rudy Favretti, Chairman  
Mansfield Planning and Zoning Commission

Cc: Thomas A. Harley, CT Department of Transportation  
Corey M. Rose, U.S. Army Corp of Engineers, N.E. District

Public Hearing, Sept. 10, 2013  
For the Extension of North Hillside Road in Mansfield

The completion of North Hillside Road, first proposed in a UConn Master Plan 13 years ago, will benefit not only the University, but also residents of the Town of Mansfield. Completion of the road was backed by the Mansfield Town Council in a statement read by Mayor Paterson at the earlier public hearing in Mansfield in 2009.

As a town resident for 43 years, my reasons for speaking in favor of this project are the following.

1) The 1/2-mile road extension, by finally connecting to Rt. 44, will greatly reduce the impact of traffic on local Mansfield roads such as Birch road, Hunting Lodge, North Eagleville and Rt. 195. Much of this traffic comes from student cars at the 960-bed Charter Oak housing complex at the now dead-end of North Hillside Road. These cars are unable to enter from or exit to Rt. 44, only a short 1100 yds. to the north. Instead, to reach state highways such as Routes 32, 44 or 195, all these cars must first detour south on Hillside Road and then fan out through the UConn campus and the town of Mansfield. With hundreds of cars at the Charter Oak housing complex, this traffic diversion adversely impacts the air quality and environment of our town.

2) Heavy night-time traffic to and from UConn basketball games and entertainment events at Jorgensen Auditorium has always been a burden to Mansfield residents. A completed North Hillside Road will allow campus visitors to drive *directly* to the North Parking Garage from Rt. 44. The long, slow lines of UConn event traffic on local roads will be eliminated.

3) Besides these traffic benefits, there will also be safety improvements for children at one of our grade schools. Currently, heavy UConn traffic passes by the Goodwin Elementary School on Hunting Lodge Road, one of the local roads mentioned above. The North Hillside extension will eliminate much of this daytime traffic which can block the school's driveway, and the safety of school buses entering and leaving the grade school will be greatly improved.

Given the new road's obvious benefits to the Town of Mansfield, I urge that it be completed without more delay. Thirteen years of study is enough!

Respectfully,

James R. Knox  
146 Birch Road  
Storrs, CT 06268  
860-429-8288

September 10, 2013

RE: Public Hearing  
University of Connecticut  
North Hillside Road Extension

To: Brendan Schain, Hearing Officer  
From: Betty Wassmundt  
54 Old Turnpike Road  
Storrs, Ct 06268

I request that Attorney Schain investigate further the adequacy of the material presented to verify the presence or absence of endangered species living on the Uconn site in question. The documents I saw which reported on endangered species date several years back and some of the reports were based on observations made by the investigator as he had walked the area previously just on a recreational basis.

I live not far from this site on class A Fenton River watershed land. My property is enclosed on three sides by Uconn forest land. The general environment is the same as the site in question. There is forest land and wetlands. I've lived there for over 31 years. A recreational hobby for me is to observe wildlife: plants, birds and animals. I've walked dogs both day and night in this area. I've observed many cottontail rabbits. On at least two occasions in the very recent past, I've observed the **New England Cottontail Rabbit**, an endangered species. Can I prove that? Of course not, but anyone who has observed as many Eastern Cottontails as I have, would directly see the difference when a little New England Cottontail shows up. He faces possible extinction due to loss of habitat. This little fellow just may live on the Uconn site; it is the same environment and very close to my property.

I submit to you that this application is inadequate in that there is not **current and sufficient** documentation regarding endangered species living on this site.

I request that all documentation regarding plant and animal life on this site be made current. The effect of global warming has been evident in this area only within the last few years. Possibly plant life and animal life has changed in the very recent past due to climate change and the documentation presented is from many years ago.

Thank you.

From: Emile Poirier  
8 Valley view dr.  
Date: September 10, 2013  
Re: Social Impact of Water issues on Rolling Hills Mobile Home Park

Much has been discussed and written about the water and sewer lines coming to The University of Connecticut and the Four Corners area. However, there has not been much discussed regarding the impact of these changes to the residents in the four corners, particularly those in Rolling Hills.

It is my understanding that Jensen's is one of the biggest sources of revenue for the town. So I believe that it is imperative that the impact on those residents be taken in account. It is not clear from the August 24, minutes what rights the town will have vs. the University's rights. I feel very strongly that the town should have more control over the water, sewer and development of the North Hillside road extension because of the Jensen's Rolling Hills 55 and older community located adjacent to the site. I realize that Storrs/Mansfield is a University town, but the University is not the sole consideration here.

One of the major concerns for residents of Rolling Hills is the probable increase of land value and the attendant rise of taxes on both the Rolling Hills property and the individual homes. Another tax rise would adversely affect a large portion of residents. Many would be forced out or be in need of town assistance to remain in their homes

Another concern is the possibility of growth along the access road, as this would negatively impact the quiet, rural lifestyle that we now enjoy. There is also concern about noise. During Homecoming and Spring weekend the noise is overwhelming. How much worse would it be if more apartments were ever constructed along the access road?

The Route 44 terminus of the access road will impact our seniors, making it difficult to get into and out of our community due to increase traffic flow.

We will all (hopefully) grow old and after a lifetime of work we should be allowed to enjoy our remaining years in peace. We would like to see that access road remain as open and rural as possible.

Thank You  
Emile Poirier  
8 Valley View Dr.  
Storrs/Mansfield ct. 06268

Michael W. Klemens, PhD  
POB 506  
Salisbury, CT 06068  
September 10, 2013

Ms. Cheryl A. Chase  
Director, Inland Water Resources Division  
c/o Office of Adjudications  
CT-DEEP 3<sup>rd</sup> floor 79 Elm Street  
Hartford, CT 06106

Dear Ms. Chase:

I wish to enter the following comments into the public record concerning the proposed University of Connecticut Tech Park (Diversion of Water Application No. DIV-201205385 and Inland Wetlands and Watercourses Application No. IW-201205383). I make these comments solely as a concerned citizen of the State, not representing or receiving compensation from any other agency or interest. My *curriculum vitae* is attached which documents my expertise to speak on the following matters.

For the record I should also state that I am a UConn graduate [BSc (1975) and MSc (1978)], the son of a UConn professor, and have worked in partnership with the University on the Storrs Downtown project. I have tremendous respect for the University and its mission. The transformation of the University into a world class institution is a source of pride to many of us—yet that growth needs to be tempered with respect and consideration for the ecological and human environment that is part of, and surrounds, the Storrs campus.

When I worked with the Leyland Alliance, the University, and the Storrs Downtown Partnership, I focused my studies on the site's vernal pool resources and the streams and springs that flowed from the crest of Rte. 195 to the Fenton River. My goal in that project was to protect the vernal pools on the Storrs Downtown site using the standards that I developed in collaboration with Dr. Aram Calhoun, published in the document: Calhoun, A. J. K. and M. W. Klemens. 2002. Best Development Practices (BDPs) for Conserving Pool-breeding Amphibians in Residential and Commercial Developments. MCA Technical Paper No. 5, Metropolitan Conservation Alliance, Wildlife Conservation Society, Bronx, NY. Under my guidance, the Storrs Downtown Project was re-designed to protect the vernal pools on site using these standards. In addition, streams and springs were studied on the site and a plan developed to protect, restore, and enhance them was prepared. The driving issue behind the stream studies was the potential for the State-threatened spring salamander to use these waters.

I was dismayed upon reading the Vernal Pool Evaluation of the North Hillside Road Extension prepared by Fuss & O'Neill which extensively sites Calhoun and Klemens (2002) and makes on page 9 incorrect and misleading statements as to the protection of the vernal pools on the

subject parcel *vis a vis* Calhoun and Klemens (2002). As the co-author of the repeatedly-cited (by Fuss & O'Neill) document I wish to clearly state that the current plan for the roadway does not comply with the standards for vernal pool protection within a development context that appear in Calhoun and Klemens (2002).

The proposed roadway runs through the middle of a series of vernal pools which have, by virtue of their landscape arrangement, a meta-population function. In short, this means that because of their geographic proximity to one another, as evidenced by their overlapping 750 foot critical upland habitat zones, there is significant movement and genetic exchange of amphibians between these pools. Placing a road in this manner violates the guidance of Calhoun and Klemens (2002:19) stating that "roads and driveways with projected traffic volumes in excess of 5-10 cars per hour should not be sited with 750 feet of a vernal pool."

Apart from the road cutting through the center of this vernal pool meta-population complex, two of the most highly ranked (Tier 1) vernal pools (1 and 10) are rendered non-compliant. Vernal pool 1 which is the most biodiverse and productive pool on the site based upon the data submitted by Fuss & O'Neill, will lose 2% of its vernal pool envelope (the 0-100 foot zone) which violates Calhoun and Klemens (2002) guidance that unequivocally states that any loss of the vernal pool envelope is not acceptable. Table 7 contradicts the narrative statement made on page 7 of the Fuss & O'Neill report stating that "no loss of habitat will result from the proposed development within the 100-foot vernal pool envelope." Vernal pool 1 will also lose 34% of its critical upland habitat (100-750 foot zone) while Calhoun and Klemens (2002) state that a maximum of 25% loss is permissible. Table 7 in the report is misleading—directing one's attention to the 26% loss increase shown in bold red, however the important figure is **34% total loss**. One has to consider the existing development of 8% *plus* the new development of 26% in arriving at the operative impact figure of 34%.

Vernal pool 1 is also severed ecologically from most of the other pools and wetlands by the entrance road. Attempt to reconnect pools using underpasses are a mis-use of Calhoun and Klemens (2002). Such underpasses do not obviate the prohibition against placing high traffic volume roads within the 750 foot areas around vernal pools. One cannot read the guidance document and cherry pick those items that fit a pre-conceived development agenda. Use of underpasses in this context contravenes the guidance document.

Compliance with Calhoun and Klemens (2002) is especially critical when one considers that this pool may be the source pool for the other pools within the meta-population complex. When one considers the standard of "reasonably likelihood to cause unreasonable harm" one must ask the question why, the most valuable vernal pool on site is the most impacted? Why is vernal pool 1 the only pool to have its envelope impacted as well as its critical upland habitat zone to a degree considered non-compliant by Calhoun and Klemens (2002)? What other alternatives and designs for this entrance road would better protect this source pool?

The importance of vernal pool wildlife to wetlands has been established in a series of landmark Connecticut court decisions. While the courts have taken a very strict interpretation of when

wildlife issues can be integrated and considered within a wetlands application context, the River Sound decision affirmed in the case of wood frogs, that their diminishment or loss within a wetland could affect the chemical and nutrient composition of the wetland. Wood frogs are a major component of the vernal pools that will be impacted by the current layout of the project, including vernal pool 1.

Apart from vernal pool issues, I would also request that a comprehensive stream and spring survey be conducted on the site to determine the presence of the State-threatened spring salamander. This was done at the Storrs Downtown site. Spring salamanders were historically reported at Storrs (see, Klemens, M. W. 1993: pp.65. The Amphibians and Reptiles of Connecticut and Adjacent Regions. Conn. Geol. Nat. Hist. Surv. Bulletin 112:1-318 + 32 plates. They have been and more recently rediscovered not far from the subject property. Spring salamanders are very sensitive to clearing and landscape disturbance. Their potential presence on the site should be explored prior to any permitting for development activity.

I trust that the DEEP will ensure that these issues are fully addressed so as to protect the public trust in the natural resources of our State. If I can provide any further guidance or input, please do not hesitate to contact me.

Sincerely,



Michael W. Klemens, PhD

Attachments (2):

Klemens CV

Calhoun and Klemens (2002)

269 Wormwood Hill Rd

Mansfield Center, Ct. 06250

September 11, 2013

mimbck@yahoo.com

Brendan Schain, Esq

79 Elm St.

Hartford, Ct. 06106-5127

[Deep.adjudications@ct.gov](mailto:Deep.adjudications@ct.gov)

Dear Brendan Schain,

I was at the public hearing last night regarding the proposed tech park at UCONN and decided to write my statement instead of speak. I'd like to make the following points about the proposal:

1. From what I heard, it sounds like the DEEP has worked closely and diligently with the university to come up with ways to decrease the environmental impact that such expansion would require.
2. No matter how much work and energy that went into the plan and would go into the development of the tech park, the impact on the environment and the surrounding community would be substantial. Even with every safety measure taken, water would be brought in from fifteen miles away, requiring further disruption of the environment. The vernal pools and forests, and their respective wildlife would be impacted. Machinery and fossil fuels would be used in the development, etc.
3. Traditionally, I understand that an environmental impact study seeks to find ways to minimally impact the environment. However, I believe that it is imperative that consideration be taken on a wide variety of social and economic measures. For examples:
  - Traditionally tech parks have been seen to improve the economy of a region, with increasing employment and development of new technologies that can improve our world. In reality, however, many tech parks have been built and deserted after a minimal amount of time of service. While tech parks do have the potential to create beneficial new technologies, they more often are put to work to benefit the pocketbooks of CEO's of multinational corporations that do little to improve our local economies and do a lot to abuse their own workers, surrounding communities and the world. If public tax payers will be funding much of this venture, who will it benefit and who will it harm? Is the environmental impact that such a project would cause, worth it to enrich these multinational corporations and why is our public university and DEEP willing to put our money into doing so?

- In the past, public universities were the places where conversations, projects and actions to improve the world were developed. Today, universities have intimate relationships and economic support from large multinational corporations that are in the business of war, weaponry, fossil fuel development, etc. Their primary objective is to make as much money as possible and to keep that money for only a small number of people who are in charge. Understanding that, will there be boundaries established and adhered to by the university that will only allow small, entrepreneurial businesses who are seeking to develop clean and renewable energy technologies and other creative and innovative ways to make the world a better place? I doubt that even if such small, local, beneficial businesses will be permitted, those will not be the primary residents, as the financial incentives and traditional use of these tech parks have demonstrated less than honorable purposes.
- The kind of economic development that needs to occur in today's world, is one that is community and/or worker owned, small, local enterprises that provide sustainable, meaningful and respectful employment, helping communities meet the social, climate, environmental needs and challenges for tomorrow. The benefit of this kind of development could have merit when steps are taken to minimize the environmental impact. More and more local communities are undertaking these kind of projects. A large technological park does not appear consistent with the directions we need to take at this time.
- I support efforts to include students and faculty in the development of new technologies, as a learning tool, when the intentions and projects focus on new creative and innovative ways to make our world a better place for all. I deeply resent paying taxes to adversely impact the environment to fund initiatives to teach students how to make fighter jets, nuclear submarines, weapons, toxic fuels and other technologies that do nothing to further man and womankind.

I do believe that there are multiple dimensions to include in the decision of the environmental impact of this project and unless these are taken into account, any decision will be irresponsible.

Thank You,

Miriam Kurland

## Schain, Brendan

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**From:** Patricia Suprenant [patsuprenant@earthlink.net]  
**Sent:** Monday, September 16, 2013 8:08 AM  
**To:** Schain, Brendan  
**Subject:** Written Comments on North Hillside Road

Dear Atty. Schain,

As I was not permitted to complete my oral testimony at the Sept. 10, 2013 Public Hearing, please accept the following written comments on UCONN's Diversion of Water Application No. DIV-201205385 and Inland Wetlands and Watercourse Application No. IW-201205383:

### **Vernal pool and wetland disturbances**

The proposed North Hillside Road runs through the middle of a series of vernal pools that have a meta-population function. This means that because of the vernal pools proximity to one another, there is significant movement and genetic exchange of amphibians between the pools.

Vernal Pool 1—the most important vernal pool—is severed from the other vernal pools by the proposed road. According to expert Michael Klemens [Calhoun and Klemens (2002)], “roads and driveways with projected traffic volumes in excess of 5-10 cars per hour should not be cited within 750 feet of a vernal pool,” which is the case with the road.

Vernal Pool 1 is also the most impacted. UCONN's attempt to reconnect pools using underpasses is a misuse of Calhoun and Klemens. Even with such underpasses, high traffic volume roads should not be within 750 feet of a vernal pool.

The importance of vernal pool wildlife to wetlands has long been established in a series of landmark Connecticut court decisions. The diminishment or loss of wood frogs within a wetland, for example, could affect the chemical and nutrient composition of the wetlands.

### **Traffic study**

The traffic analysis for the road is based upon land use generation factors for traffic. While an acceptable approach, it is not considered a substitute for a case by case analysis of each building considered for the Technology Park. The proposed TEchnology Park will include 900,000 square feet of research and office space when completed on three pods, according to UCONN's recent plan submission. The existing overall approach leads to a “piece meal” analysis of the proposed Technology Park with the alternatives narrowly cast to consider the views of UCONN and not the surrounding community. For example, the relocation of the road entry onto Route 44 will increase the diversion of traffic from Route 195 down Cedar Swamp Road over to the Technology Park impacting that residential area.

The proposed roadway is also less than adequate to meet the anticipated traffic forecast for the Technology Park. Planned as the main entrance to UCONN, North Hillside Road consists of two 12-foot travel lanes. Based upon UCONN's growth plans, one goal would be to widen Route 195 to more than 2 lanes. The Town of Tolland has already reached out to UCONN and to the Department of Transportation to evaluate the entire corridor from Route 195 to UCONN and are planning for a complete muitmodal evaluation of the entire corridor in order to move traffic more efficiently and to provide for easier access from the town to UCONN. Yet,

nothing exist in the roadway EIS about such a planned expansion of Route 195 from Route 84. If Route 195 is widened, UCONN will quickly see the need to widen North Hillside Road—a typical traffic improvement scenario. But broader issues concerning mass transit including plans to limit student use of vehicles and increase mass transit options to limit traffic have not been addressed in the FEIS.

### **Regional suburban sprawl**

Neighborhoods exist on the periphery of the North Campus and include the UCONN academic core campus to the south, residential development to the east and west, and an area of commercial development along Route 44 north of the North Campus. UCONN's EIE does anticipate adverse direct impacts to neighborhoods and community resources.

Yet, the roadway and the Tech Park project's impact on transit-dependent populations and on regional suburban sprawl were *not* investigated. Social impacts include changes to neighborhoods or community cohesion for various social groups. UCONN only studied the impacts in the specific area where the roadway is taking place.

A piecemeal approach to the roadway project and its analysis *allows for cumulative regional impacts to escape scrutiny.*

For example, Jensen's Rolling Hills Trailer Park is within several hundred feet of the new road. Yet, the expansion plan failed to include how the roadway and Tech Park might impact land values in the immediate area and contribute to suburban sprawl or impact residents lives in the trailer park.

The National Environmental Protection Agency unlike the state requires that major federal projects await full study of potential impacts and alternative courses of action before going forward. Recently, a suit was brought by inner-city, minority plaintiffs in Wisconsin. The US District Court in Milwaukee indicated that the Federal Highway Administration and Wisconsin Department of Transportation could not enlarge a major urban freeway connection without further study of the project's impacts on transit-dependent populations and on regional suburban sprawl. A preliminary injunction by federal judge Lynn Adelman in May, stopped work on the project until the required analysis was completed, a potentially significant result for other highway-expansion controversies with similar circumstances.

Sincerely,

Pat Suprenant  
441 Gurleyville Road  
Storrs, CT 06268.

September 18, 2013

To: Brendan Schain, Esq.  
Hearing Officer  
Office of Adjudications  
Connecticut Department of Energy and Environmental Protection  
79 Elm Street  
Hartford, CT. 06106-5127

Email: [Brendan.Schain@ct.gov](mailto:Brendan.Schain@ct.gov)

RE: University of Connecticut North Hillside Road Extension  
Application Nos. DIV – 201205385; IW = 201205383

Dear Adjudicator Schain:

I shall try to make my points with brevity.

1.

Is there a legal definition of “No Action” as in “No Action Alternative”? It appears that “No Action Alternative” is used to mean The University must have a Tech Park on the Extension of North Hillside Road or there will be no Tech Park. There are many opportunities in this State for a Tech Park location where sufficient water and adequate roadways already exist and where there is not the environmental sensitivity of the North Hillside Road location. Given the environmental impacts of the chosen location for this Tech Park, should The University be required to consider alternative sites?

2.

Based on observation during the site walk on September 10<sup>th</sup>, the path of the proposed roadway has been cleared of trees. Is it legal for The University to have prepared the path of the roadway without having all environmental permits in place? What has been the impact on the environment due to this cutting?

3.

It appears that The University does not own the property fronting on Route 44 where the North Hillside Road will exit. There is record that The University plans to purchase the roadway land and two proposed rear lots from the owners of said parcel of land. For that to happen, said parcel of land must be subdivided. Such a subdivision was proposed to the Town’s Planning and Zoning Department but no application has been submitted. Is it legal to grant the requested wetlands and water diversion permits when the path of the North Hillside Road requires land The University does not own? What if that subdivision is not granted and the roadway has to be relocated? Should The University own all the land, or have an easement for the land, under this proposed roadway before any permits are granted?

4.

I must return to the issue of global warming and request that all documentation regarding plant and animal life on this site be made current. The effect of global warming has been evident in this area only within the last few years. Possibly plant life and animal life has changed in the very recent past due to climate change. The documentation presented is from many years ago. Current documentation should have been provided before the path of the road was cut. My observations show that the turkey population has declined dramatically in the last few years. Just a few years ago I had a flock of turkey every spring; this year but one lone bird wandered around for a bit. Usually I have monarch butterflies. This year I had none. Other people have made the same observations. Perhaps this change in wild animal populations is due to habitat loss. The massive project planned for North Hillside Road Extension will dramatically change the local habitat. Does the documentation as presented by The University adequately answer questions about on site animal and plant life and the impact on these due to this road given the recently observed impacts due to global warming?

5.

I am gravely concerned that this massive project, the road and Tech Park, will seriously damage the Fenton and Willimantic watersheds. Testimony was given at the Public Hearing that local brooks have been affected. I worry about my own water supply. My property is located in Class A Fenton River watershed land. I've always felt that my well is located in an aquifer because it delivered 40 gallons per minute when drilled; that is an exceptional amount of water. Run off from this proposed road can travel to my land. Surely, runoff along with road oils, salts, etc. will ultimately get to these rivers. These rivers provide water to The University, Mansfield and Willimantic.

The University is classified as a "water supply system". The University does everything that a "water company" does but, due to the opinion of Richard Blumenthal when he was Attorney General, it is not classified as a "water company". As a "water supply system" The University need not comply with any of the Aquifer Protection statutes. The result is that the Fenton and Willimantic River aquifers and water sheds have no protection from University activity. A private "water company" would not be allowed to build in the watershed as The University is so allowed. But for an opinion, The University would be a "water company". That is unconscionable. This water affects the health of people; it affects the health of our children. The University should be held to the highest standard in granting these wetlands permits. Has The University complied with the highest accepted standards for wetlands/vernal pools protection? DEEP should be required to guarantee that to the public. It appears from Mr. Klemens report that Uconn has not.

6.

The University has plans to supplement its water by contracting with the Connecticut Water Company to bring water in from the Shenipset Reservoir. The University via Tom Callahan has stated that Uconn currently has sufficient water. Building the Tech Park will require additional

water. The North Hillside Road Extension is required only for the Tech Park. I hope other people will address traffic patterns; this proposed road is not going to cure traffic problems for Mansfield. The traffic problems will just shift from one area to another in Mansfield.

Back to water/Tech Park/roadway, there is not a guarantee that permits will be granted to bring water from a different watershed into Mansfield. People I know in Tolland tell me that the Shenipset Reservoir is showing strain and that it is not the healthy body of water it was many years ago. This state needs a comprehensive study and plan for water. This should be done before The University expands further in its present location. It is premature to build a road and disrupt wetlands and farmland when there may not be enough water for the Tech Park. What consideration has been given to this?

7.

I must make some observations about all The University people who came to the Public Hearing to support the Tech Park.

1. The majority told you how successful they were and how successful their businesses were; they did not address wetlands/water diversion issues.
2. I believe only one addressed wetlands/vernal pools and I think his opinion was that mitigation measures should be taken only if possible; the Tech Park should proceed no matter what. I trust that you observed that the lack of a Tech Park on campus did not deter their success. Can you really conclude that they need a Tech Park in this location?

8.

I question the adequacy of the wetlands crossings with three sided rigid frame clear span bridges. In Canada I've seen vertical barriers installed to protect amphibians from crossing roads. These barriers in Canada were designed to impede the amphibian from accessing the road and to direct the amphibian to a protected crossing. What is presented for this project is just a normal bridge. It will protect the amphibian only if said animal crosses in the wetland itself. Anyone who has observed amphibians at all knows they don't stay just in the specified wetland – remember the little toad we saw at the walk on the 10<sup>th</sup>. The wetland barriers as presented are totally inadequate. One need not be an expert to know this. What is the obligation of The University to adequately provide for the wildlife living in this area? Is it what the Uconn professor said: mitigate, if you can; if not, give us our Tech Park? As a people, do we not have an obligation to protect the environment for future generations? Shouldn't The University be held to the highest of standards?

9.

I see other statements of concern in the Final EIE such as: "Creation of an area of reduced salt application in the vicinity of the wetland crossings, where feasible based on safety considerations."

This statement, as do others, allows for no true consideration for the amphibians; this statement allows for liberal use of salt to then run into the wetlands. This statement says: Do whatever you want.

The farmland mitigation is laughable. Spring Manor Farm is already farmland and to create prime farmland at the Depot Campus will require disruption of the environment there. It is just plain stupid.

Thank you for your time to read this.

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

My name is Lawrence Silbart, and I am the newly appointed Vice Provost for Strategic Initiatives at UCONN. I address you this evening more from the perspective of a research scientist, as I have directed a research lab for nearly 25 years. I also have rather deep environmental roots, having worked for the National Wildlife Federation many years ago and having taught Environmental Health at UCONN for 22 years. Parenthetically, I also charge my Chevy Volt from our roof-mounted solar panels and served on the Willington Inland Wetlands and Watercourses Commission for over two years. I do not envy your difficult task of balancing environmental concerns with the legitimate needs for advancing knowledge and contributing to the economic growth and the prosperity of the State.

I believe that the DEEP is making the right decision in permitting the North Hillside road extension, in part because of the extensive efforts that have gone into minimizing the impact on wetlands, vernal pools and wildlife. Approving the construction of this road project will pave the way for the development of the Tech Park, an endeavor that is critical to our future development as a Research I University, but also as an economic engine for our region and state. One of the predictors of the success of a Tech Park is the unique clustering of scientific expertise, entrepreneurship and innovation. What makes universities particularly attractive to innovative companies are clusters of scientists who share expertise and vision; advanced facilities that can support the research; and degree programs that can provide a stream of talented graduates who can fill high tech jobs.

Without a doubt, UCONN is ready for this venture as we have a wide array of scientists who are committed to the translation of basic research into useful products to enhance the quality of life of animals and people.

Not only will the Tech Park bring together research collaborations in many exciting areas of research, it will also bring talented researchers to our campus to share important insights into the development of intellectual property through patents, and the commercialization/licensure of new products. It will serve as an incubator of innovation and entrepreneurship. Attracting new companies can be fostered by advanced manufacturing facilities, cutting edge instrumentation, clean rooms, and other high-tech equipment. These facilities will not just support manufacturing and engineering, but many applications in the life sciences such as natural products, pharmaceuticals, vaccines, diagnostics and analytics.

The Tech Park will also bring about training opportunities for our students through work-study, internships, and ultimately long-term employment in the biotechnology sector. There may also be the opportunity for university scientists to develop new start-up companies, as has occurred in the past both at UCONN and other universities.

We hope that the development of the Tech Park will allow us to attract research partners in the health sciences, including the pharmaceutical industry. As an example, we have had fruitful collaborations with vaccine manufacturers including Pfizer, Novartis and many others.

Having such companies close at hand will be incredibly powerful; a win-win for the University, the region, and the state. I thank you for considering my comments and hope that they are helpful in rendering a final decision.

Re: Diversion of Water Application No. DIV-201205385

Inland Wetlands and Watercourses Application No. IW-201205383

Town: Mansfield

Waters: Cedar Swamp Brook

September 17, 2013

Dear Adjudicator Schain, Esq.:

Please enter my testimony as "No Action Alternative" on the proposed application.

I thank you for the opportunity for the hearing and the wonderful presentation at the hearing in Storrs on September 10, 2013.

I agree with the persons who spoke against the proposal at the said hearing. Here I would like to highlight especially Catherine Carlson's excellent testimony and Winifred Gordon's pointing out Dr. Klemens' work in relation to the road design. We also heard the testimony of Attorney Smith, the pro bono attorney to Petitioner Betty Wassmundt, which summarized some problems or difficulties created by UConn during the due process of this appeal, such as trying to deny Ms. Wassmundt's right to obtain the necessary documents on time, UConn's attempts to ex parte communication with her, Dr. Klemens was not be available although he was listed as expert witness by Atty. Smith, UConn filed the application late, etc.

I just want to highlight some points here.

UConn, as testified by Mr. Callahan at the hearing for RB6537 (2013), is located on both Fenton and Willimantic watersheds. This fact was stressed by then Attorney General Blumenthal in his famous September 29, 2000 Opinion letter to then UConn President Philip Austin. He also urged UConn to "conserve and preserve watershed and open space land."

Because UConn is built on such an environmentally sensitive area, any new expansion must take much consideration and time. Besides, the university has outgrown so much that its growth has begun affecting negatively on Mansfield.

The substructure of Town of Mansfield is not suitable to bear university's any further expansion. Besides, the town does not have enough water and is far from the highways.

From now on, I would like to refer to the final EIS North Hillside Road Extension October 2011, hereafter EIS.

**IS THE EIS STILL VALID?:** When EIS completed in 2011, I believe, NextGen of UConn was not in the picture which may make this EIS invalid.

Luciano testimony

CEPA pointed out that "the extent of the future development of this region is still uncertain." (P.9 in EIS 2007)

**THE DESCRIPTION & NEED FOR THE ROAD:** ES -4: "...to construct a new road, by extending the existing North Hillside Road, to provide alternate entrance to the University and to facilitate the development of a North Campus expansion ." Although it is 3,400 linear feet long road, what it is to connect and cause to expand will environmentally, socioeconomically devastating to Mansfield and adjacent towns.

**ALTERNATIVES:** I am highly surprised that EIS did not consider other alternatives as location other than Depot Campus. I question that ANY serious consideration was given even to the Depot Campus.

The university needs to have a futuristic vision as to establish any new growth and expansion in locations other than Storrs.

**INCREASED HOUSING DEMAND ON ENVIRONMENT:** ES-16: "*The new jobs created by the proposed action will create an increased demand for existing and new housing... Construction of new housing has the potential for secondary and cumulative impacts to wetlands, water quality, farmland, traffic, air quality, utilities, and other environmental resources.*" The proposed tech park project will create 3000 jobs of which around 800 will come from Mansfield. The NextGen requires 5000 students, and around 600 new faculty. All these new humans need basic needs, such as housing, transportation, etc., which require use of natural resources impacting negatively on the environment.

EIS-16"*All such new housing developments would need to comply with local zoning and be subject to their own environmental reviews on a case by case basis. Mitigation measures, as necessary, for this new housing will be implemented as a condition of local project approval, as well as applicable state and federal permit requirements.*" Do you think, all these agencies are able to put back the environment loss? It is shame that local zoning agencies have to weather all these negative impact on the towns.

**SOIL TESTING:** EIS-17 Mitigation Measures Table: When will the soil testing done? What if the soil testing indicates that the new site is not suitable or comparable?

Luciano testimony

**TRAFFIC:** ES -10: Traffic: Even without the tech park and the NextGen the roads are congested due to increased traffic of UConu. The new road will not alleviate the congestion on 195South. Furthermore, it will create congestion in Rts 44 and 195.

**WETLANDS AND WILDLIFE HABITAT:** ES-14: " *Direct and indirect impacts of the roadway extension include loss of existing woodland, grassland & field, and wetland habitat.*" Is there any thought and calculation how long it takes to restore these environmental losses? Perhaps never.

**THREATENED OR ENDANGERED SPECIES:** Special consideration should be given to the following points:

ES -14: : "*The build alternatives could result in potential impacts to the state-listed Northern Spring Salamander.*"...

ES-19: "*Avoiding construction within the vernal pools and within the 100-foot envelope of the vernal pools, preservation of 85% or more of the upland habitat within the 500-foot review area, and minimizing development within the 750-foot critical upland area to less than 25%, which is consistent with the guidance provided in Calhoun and Klemens (2002).* Was this not observed?

One of the speakers at the said hearing, Ms. Gordon, specifically pointed out Klemens' guidance as pointed out on ES-19 as "*Avoiding construction within the vernal pools and within the 100-foot envelope of the vernal pools...*" was this not observed?

**ENVIRONMENTAL JUSTICE:** ES-15: It seems EIS considered student population within the campus but not the other population outside the campus. As a speaker from "Jensen" Mobile Home Community pointed out, it will affect their quality of life.

**Therefore, I would like you to approve the "No action alternative" and no permit issued from your department for the said project.**

Respectfully,

Tulay Luciano

808 Warrenville Road

Mansfield Ctr. Ct 06250

860.429.6612

Luciano testimony

## Schain, Brendan

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From: rhoss1@juno.com  
Sent: Tuesday, September 17, 2013 12:56 PM  
To: DEEP Adjudications  
Subject: Hillside Rd extension

Brendan Schain, Esq.  
79 Elm St  
Hartford, CT 06106-5127

Brendan,

I would like to reiterate my point regarding the Hillside Rd extension. As a resident of Mansfield, I live on the corner of hunting Lodge Rd and Rt 44. I see the tremendous amount of traffic using these roads as short cuts to the university. I don't believe this extension of Hillside Rd will alleviate this traffic, actually it will make it worse. I don't have data to support my view on this other than personal experience but then again UConn has none to support their position that it will lighten traffic. Consider the fact that UConn is intending to increase student enrollment as well as increasing faculty and staff. This in itself will increase traffic to proportions we can only imagine at this point. Therefore I am opposed to the Hillside Rd extension.

Another reasonable ascertain made recently by Winifred Gordon sums it up really well. I quote .....

.. "one need not be an expert to become informed about the best practices for vernal pool mitigation. I simply read the manual *Best Development Practices Conserving Pool-Breeding Amphibians in Residential and Commercial Developments in the Northeastern United States*, written by Aram Calhoun and Michael Klemens, and waded through the 2012 Record of Decision on the North Hillside Road Extension. While I was given my copy of Calhoun and Klemens, I found that it was also available, in its entirety, on the internet. It is written in layman's English, has useful diagrams, and is considered the manual for planning development such as the Tech Park. The ROD is also available on the internet; it is not nearly as interesting.

In addition to being the likely undoing of Mansfield's rural identity, the Tech Park (as planned) does not conform to what is considered best management practice for an integral part of the natural environment. As stated at the hearing, Calhoun and Klemens clearly state that "roads and driveways with projected traffic volumes in excess of 5-10 cars per hour should not be sited within 750 feet of a vernal pool." (p.19) They also state that, in order to "support upland populations of amphibians that breed in vernal pools," plans for development should "maintain or restore a minimum of 75% of the zone" i.e. the area within 750 feet of the vernal pool. (p.16) These guidelines are intended for *each individual vernal pool*. As you will see on p. 7 of the ROD, the Tech Park road/parcel plan distorts this formula and applies it "to all of the North Campus vernal pools collectively." This is quite a different proposition. Whereas Calhoun and Klemens recommend no more than 25% disturbance, the ROD states that 2 of the pools would be 34% disturbed and 1 would be 33% disturbed. I would describe this as UConn (Fuss and O'Neill really) rewriting best practice guidelines to suit their purpose; it's actually poor practice."

Thank you for your time and consideration.

Ric Hossack  
432 Middle Tpk  
Storrs, CT

Hello Mr. Schain,

I attended and listened to the hearing on the above subject. I would like to voice my concern over progress and it's disruption to the earth's species. My thoughts are best said by James Howard Kunstler, "A paradox of life in these times is the inverse relationship between technological wizardry and the satisfactions of being a live organism in a real place (i.e., on the planet Earth). It probably boils down to a proposition that the American public is not ready to entertain: that **the virtual is not an adequate substitute for the authentic**. Eventually it will be a hard lesson to learn."

We, humans, continue to destroy the evolution of earth without thinking about their impact on earth as a whole. We continue to cover the planet in asphalt when we know this is not an environmentally safe and displaces many species in the earth. We do this in the name of progress. Progress is killing the earth.

I vote no to the Hillside road extension and to the technology park.

---  
*Eva Csejtey*  
*Mansfield Resident*

Dear Mr. Haskins,

Please consider the following comments in formulating a final recommendation regarding

Applications for Diversion of Water Permit, Inland Wetlands and Watercourses Permit and 401 Water Quality Certification

Applicant: University of Connecticut

Application Nos.: DIV - 201205385, IW-201205383, WQC- 201205382

Town: Mansfield

A fundamental assertion at the beginning of the EIE is that the road extension is necessary. I seriously question that assertion.

It presumes that the current traffic volume is necessary and could increase.

How about eliminating the traffic?

This would eliminate the need for the road and sustain the water resources in the parcel with current levels of protection, which have proven quite adequate.

Elimination of traffic has been effectively exercised in many European congested cities.

A university has peak traffic flows at major events. There are many staff that enter and exit at roughly the same time, but daily trips by students and faculty are widely dispersed.

Some options to consider:

1. Provide shuttle buses to outlying parking areas for major events. Coach busses from major Connecticut cities could provide transportation and expand the fan experience for major sporting events on campus. Also, those driving private vehicles and parking remotely would have decrease their long exit waiting times from the garages and lots, providing an incentive to use these shuttle services. The Depot Campus could be considered for expanded parking for major events, if accompanied by frequent, reliable shuttle service. Similar consideration should be given to the recently closed state prison in Mansfield, immediately opposite the Depot Campus. Together they could be considered as an off-site transportation hub. Possible State of Connecticut Park and Ride locations exist at Exits 68 & 69 of I-84, in Coventry on Route 44 at the 2nd Congregational Church in Botlon at Routes 6, 44 & I-384, in Ashford on Route 44 at Saint Philip Apostle Church. These could be particularly appropriate for evening events, as these lots typically serve daily business commuters. Some creativity for additional parking lots could be exercised, such as entering into an agreement with East Brook Mall or Eastern Connecticut State University (at their athletic complex). Such shuttle arrangements are common at many academic institutions.

2. Provide frequent shuttle buses for employees at peak times, with similarly off-site parking, including greater utilization of all UConn lots (such as near the hockey rink, which is regularly

well below capacity), either free or at rates lower than the campus garages. Again, expanded parking at any of the sites mentioned in #1 should also be considered.

3. Impose financial disincentives for driving on campus. Under current circumstances, there are students within a mile of campus that often drive to campus.

As an additional measure, what about considering making some local roads only one-way (over both traffic lanes) for better traffic flow on major events. This is admittedly some disruption for local residents, but with the benefit of reducing the time of disruption now experienced. This is exercised effectively at Tanglewood.

Such measures should be explored for some extended experimental period of several years prior to committing to permanent road construction.

With a road presumed, it became a convenient path for location of the Tech Park, but this design should be re-visited, especially in light of water impact issues expressed at the September 10, 2013 public hearing.

There should be no urgency to build this road prior to intensive attempts at traffic elimination. Furthermore, similar prudence should be exercised relative to presumed success of the Tech Park as a justification for the road. Let the Tech Park proponents show more substantive demand for the new buildings, beyond the speculation now espoused. If sufficiently many tenants can be secured with long-term leases, requiring expansion of capacity well beyond any existing facilities at the Depot Campus then the Tech Park role because more central. It is now premature to make that judgement. If the Tech Park fails, the road will remain. Moreover, reconfiguration of the Tech Park could position it at the southern end of the North Campus parcel, providing even closer pedestrian access for students & faculty from the core campus -- without the need for more automotive trips between the two campuses, further decreasing potential future traffic.

Sincerely,

Thomas J. Peters, Ph.D.  
27 Michelle Lane  
Mansfield Center, CT 06250

Dear Mr. Schain-

I am deeply troubled by UConn's request for permits to allow building the Hillside Road Extension and to develop the property known as the North Campus.

I will say that the weight of my concern is beyond the scope of faults with the permit applications. In the bigger picture, I fear that developing another small city within Mansfield will be its undoing as the rural town that I have lived in for 25+ years. And I feel that the proposed Tech Park plans are completely out of character for Mansfield and will further the divide between town and gown.

All of that said, here are the technical issues I find within the applications themselves:

The farmland mitigation proposal involves "creating" new farmland near Spring Manor, which also happens to be near the Willimantic River, a source of public water supply. My understanding is that the area to be created will be denuded of trees, which I imagine could have a negative effect on the protective buffer of the river. It also seems foolish to invest considerable funds in creating one resource to compensate for the destruction of another.

The ROD states that UConn will monitor its own timing and practices regarding construction around the wetlands. Should there not also be ongoing inspection by DEEP or other protective agencies to insure compliance?

What is most troubling in the ROD is the lack of conformity with what I understand to be best practices for mitigation of development of vernal pools. While I am not an expert, I read Calhoun's and Klemens' manual *Best Development Practices Conserving Pool-Breeding Amphibians in Residential and Commercial Developments in the Northeastern United States* (and waded through the 2012 Record of Decision on the North Hillside Road Extension). It is written in layman's English, has useful diagrams, and is, I believe, considered the manual for planning development such as the Tech Park. Is this not accurate?

In addition to being the likely undoing of Mansfield's rural identity, the Tech Park (as planned) does not conform to best management practice for an integral part of the natural environment. As stated at the hearing, Calhoun and Klemens clearly state that "roads and driveways with projected traffic volumes in excess of 5-10 cars per hour should not be sited within 750 feet of a vernal pool." (p.19) They also state that, in order to "support upland populations of amphibians that breed in vernal pools," plans for development should "maintain or restore a minimum of 75% of the zone" i.e. the area within 750 feet of the vernal pool. (p.16) These guidelines are intended for *each individual vernal pool*. As you will see on p. 7 of the ROD, the Tech Park road/parcel plan distorts this formula and applies it "*to all of the North Campus vernal pools collectively*." This is quite a different proposition. Whereas Calhoun and Klemens recommend no more than 25% disturbance, the ROD states that 2 of the pools would be 34% disturbed and 1 would be 33% disturbed. I would describe this as UConn (Fuss and O'Neill really) rewriting best practice guidelines to suit their purpose; it's actually poor practice.

Finally, I am disturbed by the cavalier dismissal of the Depot Campus - an already developed

property- as a viable site for the Tech Park. It was only at the hearing that I learned of the wetland/vernal pool issues; they are not mentioned in the ROD. Is it really true that those issues are more problematic at the Depot Campus than at the North Campus? I am guessing that the real issue is one of preference and, possibly, of cost. My feeling is that UConn should more fully investigate the Depot Campus as the site for the Tech Park. It is the flagship university, it has the backing of the state, and it's #1 Greenest School per Sierra Club. UConn should be held accountable to the sustainability principles of reuse/repurpose existing development and of protecting and restoring the environment. There is no requirement that the Tech Park be as large or poorly placed as it is currently planned.

Respectfully,

Winifred Gordon  
36 C Charter Oak Square, Mansfield CT 06250  
860 933 6747

**From:** [Elizabeth Wassmundt](#)  
**To:** [Schain, Brendan](#)  
**Subject:** University of Connecticut North Hillside Road Extension.  
**Date:** Thursday, September 19, 2013 12:12:23 PM

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September 19, 2013

To: Brendan Schain, Esq.  
Hearing Officer  
Office of Adjudications  
Connecticut Department of Energy and Environmental Protection  
79 Elm Street  
Hartford, CT. 06106-5127

Email: [Brendan.Schain@ct.gov](mailto:Brendan.Schain@ct.gov)

RE: University of Connecticut North Hillside Road Extension  
Application Nos. DIV-201205385; IW-201205383

Dear Adjudicator Schain:

One more question, please. Has The University been granted all the permits required by the Federal Government and/or the Army Corp of Engineers? If not, why not and is it required for these permits to be in place before DEEP accepts any wetlands applications and grants any wetlands permits?

Betty Wassmundt  
54 Old Turnpike Road  
Storrs, CT 06268

17 Southwood Road  
Storrs, CT 06268  
September 19, 2013

Brendan Shain, Esq.  
Office of Adjudications  
CT DEEP  
79 Elm Street  
Hartford, CT 06106

RE: Diversion of Water Application No. DIV – 201205385 and Inland Wetlands and Watercourses Application No. IW-201205383 for the University of Connecticut North Hillside Road Extension and the Technology Park.

Dear Attorney Shane,

Thank you for extending the opportunity to submit comments on the above permits for UCONN's North Hillside Road Extension through today, September 19, 2013. Below please find my concerns and questions regarding the project.

*My concerns are the following:*

- 1. Traffic Study (growth projections, lack of turning movement study and alternate traffic origination sources)*
- 2. Relevancy of past EIEs and EISs*
- 3. Runoff issues for brooks and nitrogen loading of Willimantic River*
- 4. Aquatic life impacts*
- 5. Impact on Trailer Park*
- 6. The Failure to consider a legitimate alternative i.e. the Depot Campus*

**1. Traffic Study**

Did the traffic studies for the North Hillside Road include the addition of 5,000 new students to the Storrs campus? My recollection is that the traffic studies were completed before the Governor's spring 2013 announcement of the intended enrollment increase. Were the 200 plus intended new faculty hires announced this year included in the traffic study? It is my impression that only approximately 25 % of UCONN employees live in Mansfield. If correct, this means that any growth in faculty equates to a growth in commuter traffic from all directions. Did the traffic studies include the increased traffic that will be generated by SB 840, Next Generation CT which just passed in the spring of 2013? Did the traffic studies include the current projections for new employees at the Tech Park? The last traffic projections I have seen are in the October 2011 Final EIS North Hillside Road Extension, which predated the Next Gen and Tech Park legislative initiatives of 2013.

It is possible that the proposed North Hillside Road Extension project will be inadequate to meet the anticipated traffic forecast for the Technology Park. Right now the road consists of two twelve foot travel lanes. Why would the university only want two lanes if this is planned as the main entrance to the university? For the past almost fifty years UCONN has wanted to widen Route 195 to more than two lanes. I see the same potential happening to on the North Hillside Road if approval were given. The scenario would be that first the road is found to be inadequate and therefore the university quickly sees the need to widen it -- a typical traffic improvement scenario. How would this square with protection of the vernal pools and the Cedar Swamp Brook and the Eagleville Brook? What would the impact be for traffic on North Eagleville Road?

The traffic analysis overall seems to be based on land use generation factors for traffic. While this is an acceptable approach, it is not a substitute for case by case analysis of each proposal that is considered for the Tech Park. The overall approach leads to a "piece meal" analysis of the proposed Tech Park. There is no question that the alternatives considered are narrowly cast to consider the views of the applicant and not the surrounding community. Trip modality issues, such as the increase of mass transit to decrease traffic, as well limiting the student use of vehicles, warrant attention.

I believe that the current location of the exit/entrance from North Hillside Road onto Route 44 may cause a significant deterioration of quality of life, safety, and property value on the section of Cedar Swamp Road between Route 195 and Route 44. This section of Cedar Swamp Road comprises a quiet family neighborhood which already has speed bumps to protect it from traffic diversion from Route 195 to Route 44. The current location of the intersection of North Hillside Road at Route 44 is in close proximity to Cedar Swamp Road. Therefore it is likely that drivers headed for or exiting from North Hillside Road will use Cedar Swamp as a cut off between Route 195 and North Hillside Road to avoid the traffic light and the congestion at Four Corners ( the intersection of Route 195 and Route 44).

Overall, the notion that North Hillside Road will lessen traffic at UCONN or in Mansfield in general is humorous. If North Hillside Road were planned simply as a connecting road with no build-out on it, it could lessen congestion on Route 195 and reduce traffic on North Eagleville. However, given that its ultimate build-out is for 900,000 square feet of office and research space, and it is projected to add over 2,000 jobs to the area, it will surely increase traffic and congestion rather than reduce it. This includes increased traffic on North Eagleville Road, Hunting Lodge Road, Route 44 and Route 195. The Tech Park and all its employees, visiting researchers, business associates, along with 5,000 more students enrolling at UCONN, will together serve to significantly increase traffic, light pollution, air pollution and even noise in the greater UCONN campus area and beyond.

The 2001 North Campus Master Plan EIS and the Final EIS North Hillside Road Extension suggest that there may be additional apartments on narrow Hunting Lodge Road -- expansion at both Carriage House and Celeron Square, along with mention of Ponde Place/Keystone Development, (despite the fact that the Keystone property is zoned

RAR90 -- what happened to local control?) are predicted in these documents. With two possible apartment expansions, and a possible third large new apartment complex on Hunting Lodge Road, how can anyone suggest that traffic on Hunting Lodge Road or North Eagleville will be lessened? In fact, North Eagleville Road will surely experience an increase in traffic from both the proposed research activity of the Tech Park and also from the additional proposed apartments on Hunting Lodge Road. North Eagleville Road has a hairpin curve about a half mile from campus. There have been many accidents at that curve. Many of us regularly walk on North Eagleville Road and know also the pedestrian hazards of the existing traffic. For years UCONN has promised a sidewalk along North Eagleville Road from Hunting Lodge Road to Northwood Apartments to enhance pedestrian safety. It has yet to be built. The increased traffic from North Hillside Road will make walking on this road even more hazardous. Because of its proximity to campus many UCONN athletic teams and intramural teams run on North Eagleville Road, despite its dangers.

The Storrs Downtown was planned on already congested Route 195. Now with the downtown businesses open and the new apartments rented the traffic on Route 195 is worse than before. What sort of intelligent planner sites new development in an area that is served by only one road that is already overcrowded? How will North Hillside Road reduce the destination-specific traffic on Route 195 that is headed directly to the Storrs Downtown? It would be tragic to tear up UCONN's signature Great Lawn along Route 195 from the Storrs Congregational Church to Mirror Lake to accommodate more cars. That sweep of gracious lawn gives the campus character and is one of its outstanding aesthetic features.

Why does UCONN continue to plan car-dependent developments? Why is there no major plan for mass transit to the UCONN campus? Shouldn't a mass transit plan precede or accompany large-scale development plans at this rural campus? Isn't it ironic to try to design a cutting-edge tech park with outdated transit plans?

## 2. Relevancy of Past EIEs and EISs

Does the 1994 EIE for State Actions Associated with a Research and Technology Park, 2001 EIS of the North Campus Master Plan, and 2011 Final EIS for the North Hillside Road Extension still have relevancy given the extent to which the Tech Park project has changed, along with the proposed increase to the student body, the intended location of the Haz Mat facility, and the overall currently intended of use of the North Hillside Road, North Campus area? The originally approved concept for the North Hillside Road area included student housing, a faculty retreat, and an athletic field. These are no longer design aspects of the North Hillside Road/Tech Park development. Instead more research/manufacturing type space is planned. *Does this conform with the approved use groups? Who performed the conformity review, when, and where is it?* The Storrs Downtown was originally presented as graduate student housing and it is basically undergraduate housing now. A hotel, never part of the original plan, is being considered there. Many things associated with the university and upon which approvals were

granted have also changed. Was the new basketball facility currently under construction on the former football field (a pervious surface) anticipated in the 2011 EIS?

The many entries in OPM's CEPA Tracking Log for the university demonstrate the sequential way the environmental impact of individual buildings has been considered in lieu of the aggregate effect of each new building as part of a whole campus impact. Sequential or serial building development does not lend to accurate estimation of environmental impact in a campus setting.

Given that the university sold many acres to a private developer to construct the Storrs Downtown, and given that the university subsequently purchased the unpaved property on King Hill Road, which it intends to build on, has the ratio of impervious to pervious surface changed significantly on campus? - This ratio is one of the factors discussed in the 2001 and 2011 EIS. Much of the property that UCONN sold for the downtown was previously not paved or built on, but now is. I understand that the property on King Hill Road, which is currently dirt, is planned for construction also. Has the balance of impervious to pervious surface changed significantly with the various sales and purchases of property and the new construction both on and off campus? Is that ratio now out of range for the goal in the 2011 Final EIS for the North Hillside Road Extension and 2001 North Campus Master Plan EIS?

### **3. Runoff Issues for the Eagleville and Cedar Swamp Brooks, general surface and ground water concerns, and Nitrogen Loading of the Willimantic River**

I am greatly concerned about the health of the Cedar Swamp Brook and the North Eagleville Brook in light of the proposed North Hillside Road and the Tech Park. Mr. Doug Hoskins of the DEEP suggested that North Eagleville Brook might experience minimal impact from run-off from impervious surface and that the Cedar Swamp Brook might experience 2% from run-off sources, but that the overall impact was under 10% -- in fact around 8%. Given that the North Eagleville Brook is already an impaired brook, any further run-off contribution is a serious matter. It is not the same as additional run-off impact on a healthy brook, but rather creates a compounded problem for the struggling brook. The Cedar Swamp Brook currently has a higher than normal bacteria level.

The Cedar Swamp Brook headwaters are in the area of the proposed Tech Park property. This makes run-off issues even more significant. Moreover, this brook was historically impacted by the UCONN landfill and chem pits and deserves to be mindfully protected now. It co-mingles with the Nelson Brook southwest of the N Hillside Road area and flows into the Pink Ravine Reservoir, then through a working farm where it waters the livestock, and on down to the Willimantic. The reservoir that the Cedar Swamp Brook feeds sits within a 150 acre parcel which was taken over from the Costello family farm and the Mansfield Fish and Game club by eminent domain in the early 1900's because it is so water rich. This reservoir became the drinking water source for UCONN and the Mansfield State Hospital and Training School. This water system deserves better and

more mindful protection than is currently provided in the North Hillside Road Extension plans. Moreover the proximity of the already impaired North Eagleville Brook to the Cedar Swamp Brook underscores a need to carefully protect these two waterways.

How might the Eagleville Brook be affected by both the intended construction of the North Hillside Road, and the Tech Park, as well as UCONN's property above it on King Hill Road? Does the run-off from North Hillside Road into the Eagleville Brook tell the whole story of impact on this brook from intended new construction? Should the impact from the North Hillside Road extension be considered in concert with King Hill Road plans?

Storm water controls within the North Hillside Road area should provide 100% retention of the storm water within the watershed and more specifically within the project site. Storm water retention ponds should be sized to accommodate the worst rainfall events we have seen in the last five years. No releases off the property should be allowed. The low impact development in this area needs to include permeable parking systems to enable the highest possible infiltration of water back into the watershed. Ideally, no chemical storage or chemical use would be allowed in the watershed area. This of course would be a perhaps insurmountable challenge given the nature of the project and UCONN's already existing problem with hazard waste storage.

Among the buildings proposed for the North Hillside Road area is the new Hazardous Materials storage building. What plans have been made for a possible spill of hazardous materials being transported out along North Hillside Road through the wetlands area? How would this be managed? How would toxic liquids be kept from spreading through the wetlands or kept from running into the Cedar Swamp Brook or the North Eagleville Brook? How would stored or transported hazardous materials in privately owned, leased, or managed buildings be handled? Is it safe to transport hazardous liquids and solids through an area with so many wetlands and vernal pools?

What consideration has been given to the location of the former landfill and chem. pits with regard to construction activity in the North Hillside/Tech Park area and protection of groundwater and surface water sources? What would the consequences be to the integrity of the landfill and chem pits remediation if there were blasting in this area? What impact might the weight of 900,000 sq feet of office space, or the construction of the basements of so many large buildings, have on the chem pits? I ask that Carole Johnson of the USGS, John Kastrinos of Haley and Aldrich, and Ray Frigon of DEEP each be shown full plans for the North Hillside Road Extension and the Tech Park, including, but not limited to, the intended location of the Haz Mat facility, and be asked to consider any possible impacts on the integrity of landfill and chem. pits remediation efforts. I am most concerned about the former chem. pits. If they say there is no problem, then please ask them to explain why.

When UCONN chose the site on North Hillside Road for the new Haz Mat facility neither Carole Johnson, John Kastrinos nor Ray Frigon, each of whom was intimately involved in the landfill and chem. pits investigation and remediation was asked for an

opinion on the site location. The proposed new Haz Mat storage facility is also very close to the sewage treatment plant. Were a truck to swerve and crash I shudder to think how quickly any spill into the sewage treatment plant might make its way to the Willimantic River. I also question the wisdom of placing the Haz Mat facility down in a hollow so close to the chem. pits. where there is so much fractured bedrock. It appears to me that this location was not thoughtfully considered relative to the chem. pits. In contrast, I hope that during this wetlands permitting process for the North Hillside Road Extension, that thoughtful reflection will be given to possible impact on the chem. pits and former landfill. There are knowledgeable experts readily available to consider these questions.

Either the EIS for the Feb 2001 North Campus Master Plan or the 2001 Final EIS for the North Hillside Road Extension stated that there are currently no air pollution sources in the North Hillside Road area. It is my recollection that the former chem. pits and greater landfill area is vented to allow the escape of toxic gases.

As UCONN grows to potentially include the Tech Park, its employees and research activities, as well as 5,000 additional students, what thought has been given to avoiding an increase in the **nitrogen level** in the Willimantic River as a result of increased effluence from UCONN's sewage treatment plant? Furthermore, will UCONN need an additional sewage treatment plant and if so, where will it go? Will it also be in the North Hillside Road area?

#### **4. Aquatic Life Impacts**

I second the concerns of Dr. Michael Klemens as expressed in his letter of September 10, 2013 to Cheryl Chase regarding the proposed location of the North Hillside Road through the middle of a series of vernal pools which serve a meta-population function. This is not acceptable.

Inventories have been taken on aquatic life in the North Hillside Road area and are noted in the 1994 EIE and the 2001 and 2011 EIS. I do not see any mention of the remediation that was done in the wetlands southwest of the intended road extension (due to the chem. pits and landfill infiltration in the wetlands) in the 2001 or 2011 EIS nor could I find any data to indicate that there has been any study of aquatic life in this area since the remediation to the wetlands.

One of the options for locating the proposed new water main to UCONN is down the proposed North Hillside Road. Would the road need to be wider than currently planned? (I know there is already some accommodation for utilities and water in the design but this preceded the 2013 ROD). How would routine or emergency maintenance of the water main be conducted with respect to the nearby wetlands and vernal pools?

#### **5. Impact on Jenson's Rolling Hills Trailer Park**

How will the existence of Jensen's Rolling Hills Trailer Park be protected? If the Tech Park is constructed I can imagine that there might be pressure from UCONN administrators to destroy the trailer park, despite its tidy and landscaped appearance, or pressure on the owners to sell due to increased value of the land. How will this well-maintained and proudly owned low-income housing complex be preserved? This respectfully cared for property has long served a component of Mansfield families. In the recently constructed Storrs Downtown there are many new apartments but not one square foot of affordable housing despite the many state and federal dollars that enabled the development.

#### **6. The Failure to Consider a Legitimate Alternative Site, i.e.; the Depot Campus**

UCONN should give serious consideration to renovating the Depot Campus and take advantage of its terrific location in terms of aesthetics and traffic. The Depot is magnificently situated on the corner of Route 32 and Route 44. It offers excellent accessibility without placing a burden on narrow residential roads or adding to the congestion in the center of the main campus. It is the easiest section of UCONN to reach from Interstate 84. Putting the Tech Park at the Depot Campus would keep traffic out of the main campus as well as off both Route 195 and North Eagleville Road. Moreover, the campus itself was designed with wonderful lawns, carefully chosen landscaping trees, and a gracefully curving road.

The Depot sits high with pleasant views toward the surrounding countryside. The approaching ride to it along Route 32 passes the driver under some of Connecticut's last grand Elm trees. The splendid views along this Route 32 approach to the Depot Campus span across Spring Manor Farm to the Coventry hillside and over the Willimantic River on the south side. The site itself could be a showplace. UCONN has underestimated its value for decades. Unable to get past its history as a Training School for disabled people, as if the property were tainted, many UCONN administrators have been blind to its value and hence the piecemeal and ugly development of it has ensued. I think it was wrong of DEEP'S Doug Hoskins to simply dismiss the Depot as a possible alternative simply because it was foolishly dismissed in the 1994 EIE. The Bergen Correctional Facility, which admittedly was a disincentive to develop more at the Depot Campus, is now gone. The entire Depot property should be reconsidered for the Tech Park with new eyes and an open mind. Global warming and decreasing worldwide water resources, along with diminishing forests were not in focus in 1994 as they are now.

Repurposing exiting buildings and campuses rather than destroying forest for new development would put UCONN out front as a leader. Beyond the Depot Campus, additional space for research or manufacturing could be found in Willimantic in the already partially-renovated Windham Mills or in other vacant industrial space. This would be wise environmentally as well as economically beneficial to the region. It would add employment opportunity to struggling Willimantic and therein provide a social

justice element. A design for a technology and research center which uses existing infrastructure would demonstrate creativity and innovation. It would demonstrate genuine commitment to the environment.

The fact that many of the buildings at the Depot Campus have asbestos is a flimsy reason not to use them. In-use buildings of the same age on the main campus had asbestos and it has been removed. Moreover, if the buildings on the Depot Campus are left to deteriorate further, and the hazardous materials in them become exposed to the environment, they will have to be properly remediated anyway.

At the public hearing I listened to numerous academics who work at the Depot Campus say how much nicer it would be to have the Tech Park contiguous with the main campus. They suggested people would walk from it to the main campus. I don't buy that. I regularly walk from Pink Ravine, across Hunting Lodge Road, through to the existing N Hillside Road, entering it by Charter Oak Apartments. I walk down N Hillside to N Eagleville. I have never seen a pedestrian leave Charter Oak Apartments nor do I see many pedestrians on the sidewalk that runs the length of N Hillside Road to N Eagleville Road. People will use buses, cars, and occasionally bikes, to travel from the proposed Tech Park to the main campus. This is exactly how people get to the Depot Campus now.

UCONN's proposed plan to clear cut 38 acres of forest at the Depot Campus to create farmland, and then truck in agricultural soil, is absurd. What could be more environmentally reckless than to clear cut forest for the North Hillside Road Extension, then clear cut at the Depot, to then rip up farmland elsewhere to transport it to the Depot? To do this in the name of the environment would be bizarre.

Please note for the record that I am submitting the above comments as a private citizen. I acknowledge that I am a member of the Council on Environmental Quality. I underscore that in this communication I represent myself alone.

Thank you. I appreciate your careful review of this permit application.

Sincerely,

Alison Hilding

**From:** [Kumar, Challa](#)  
**To:** [DEEP Adjudications](#)  
**Cc:** [Kumar, Challa](#)  
**Subject:** UCONN Request for Extension of North Hilltop Road  
**Date:** Thursday, September 19, 2013 3:59:31 PM

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Dear Mr. Shain,

This note is in support of the above proposed extension on UCONN Storrs campus. The reasons for the support are the following:

1. Current traffic on Mansfield and UCONN roads will be redirected through this extension, to a large extent, and relieve congestion but make it more safe for both pedestrians and drivers. This is a significant, tangible, certain and clear benefit to both parties.
2. It will create new conservation lands upto 77 acres or so, a definite improvement over current status, and promote local fauna and flora to flourish.
3. It will provide new jobs, provide new opportunities and potential for growth of UCONN north campus. UCONN has been serving this community, state, country and the world via education, training and research. They are not only teaching what is already known but creating new knowledge and inventions. This aspect is a clear benefit, and growth of UCONN is good for both parties.
4. The proposed construction of TechPark may appear to be disconnected with the above request but both parties see it intimately connected, and they are. For example, this extension will facilitate improved access to new space for UCONN, and this space could be used for TechPark, TechParks where **'Innovations come to life'**. These innovations are urgently needed to mitigate the environmental damage that has already occurred and is sure to continue unless intervened. The only way we can hope to overcome this problem is by developing new, green and sustainable technologies through green science and engineering. TechPark will play a key role in ushering-in this change. This a key connection between the proposed extension and tangible benefits to all parties concerned, including the State of Connecticut.
5. Will there be no impact of proposed activities on the environment? Of course, there will be impacts. Our daily activities, as simple as breathing, or driving cars or using any technology has impact. Unless we give up all our technological advancements to date, we need to find ways to mitigate the negative impacts, and TechPark can help. UCONN can and does its duty by educating the current and future generations in environmental awareness, responsibility, research and innovation. Education and Teaching are our investments in **'Future'**.

For these reasons, I strongly support the above request.

Sincerely

Challa V. Kumar  
Professor of Chemistry and Biological Chemistry

**From:** [caterina.riccardi@uconn.edu](mailto:caterina.riccardi@uconn.edu)  
**To:** [DEEP Adjudications](#)  
**Subject:** UConn Tech Park  
**Date:** Thursday, September 19, 2013 4:34:10 PM

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Brenden Shain,

I am writing to you from the University of Connecticut to voice my opinion about the proposal to build a "Tech Park" near the campus over wetland grounds.

I am currently a Chemistry Graduate Student so I understand concerns that people may have on the environment – namely the impact on the wetlands. I was informed that the building site would cover about 0.3 acres of wetlands, and to compensate for this loss UConn proposed that they build a 77 acre wetland reserve. Some argue that this is not enough, but I am not one who can make that kind of decision. We must all understand that with every advancement of the human race, there is always a sacrifice that must be made. UConn is a place where innovations are made, and the Tech Park could be the place where the research comes to life. It is these kinds of places, universities and laboratories, where every-day technology is developed for our future. It is important that the Tech Park be close to the university so that researchers like me can easily access it. Finally, and most importantly, UConn is a place where we can learn and innovate, and hopefully where our future generations will do the same. It is our duty to ensure that.

Thank you for your time,  
Caterina Riccardi  
Graduate Student  
University of Connecticut  
Department of Chemistry  
55 North Eagleville Rd  
Storrs, CT 06269

[caterina.riccardi@uconn.edu](mailto:caterina.riccardi@uconn.edu)

**From:** Baveghems, Clive  
**To:** DFEP Adjudications  
**Date:** Thursday, September 19, 2013 4:35:24 PM

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Dear Mr. Shain,

I am a graduate student at the University of Connecticut, Storrs CT. I am writing to you in support of the tech park and necessary access roads on the Storrs campus. I understand that there may be some toxicity, increased traffic, and disruption of wetlands associated with this project. However, I believe that the influx of jobs and technology will position UCONN and the surrounding neighborhood in the forefront of technological innovation and development over the next 20+ years. Low level increases in toxicity is a small price to pay for an meaningful investment in the future of our community. I urge you to move forward with the required legislation to make the tech park a reality and advance UCONN among the premiere international technology centers.

Sincerely  
Clive Baveghems

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

Hearing Officer Brendan Schain  
Environmental Protection-Office of Adjudications  
79 Elm Street  
Hartford, CT 06106-5127

Re: Public Comment on Pending Application Nos. DIV-201205385 and IW-201205383

Dear Hearing Officer Schain:

The aforementioned permits should be denied because:

- (1) The Applications Noticed to the Town of Mansfield at the time of notice were **incomplete**, they failed to include required signatures and failed to include the request for Natural Diversity Data Base, later dated at 7/11/12, see App.4.
- (2) Certification on 06/12/12 by Richard Miller is unsupported by the record that:

"I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and I certify that based on reasonable investigation, including my inquiry of the individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief.

I understand that a false statement in the submitted information may be punishable as a criminal offense, in accordance with Section 22a-6 of the General Statutes, pursuant to Section 53a-1 57b of the General Statutes, and in accordance with any other applicable statute.

I certify that this application is on complete and accurate forms as prescribed by the commissioner without alteration of the text. I certify that I will comply with all notice requirements as listed in Section 22a-6g of the General Statutes."

In addition to the aforementioned incomplete notice to the Town of Mansfield, and the failure to submit signed submissions, the supplemental application material filed February 8, 2013, see App.13, failed to disclose UCONN's water insufficiency for the proposed development, it was not updated to reflect inadequate water supply, in contrast to affirmations made in the original application.

- (3) There is a presumption that a permit will not be granted for work in a wetlands unless there are no practicable alternatives which are less environmentally damaging. A heavy burden is placed on the applicant to overcome this presumption, see 40 C.F.R. Sec. 230.10(a)(3). The applicants have failed to establish that there are no other sites available to meet its stated objective; the cited 2008 Feasibility Study does not define the number of miles from campus center to research facilities to define "close proximity." Complete alternative site

evaluations were not conducted to be evaluated as practicable alternatives. No oaths were taken from any of the presenters at the public hearing to support the required number of miles from campus for a distance determination.

- (4) The applicant's Environmental Justice assessment was inadequate, it failed to address "stressors" such as the poor health as reflected in morbidity and mortality data of residents in the immediate and surrounding area, a senior housing neighborhood borders the development area and the proposed entrance will intersect elderly walkways to markets and pharmacies, rather than on just race, ethnicity, or income as recognized in NEPA Guidance directives on environmental justice evaluations. No distinction is made between seasonal and permanent population groups.
- (5) DEEP adjudicators must act in accordance with the DEEP rules and regulations, failure to follow those rules result in invalid actions. The failure to grant Intervener Party Status to a Town Resident, who noticed a witness Dr. Michael Klemens, an expert relied upon by the applicant, a known expert in the field with vita provided in advance to the Hearing Officer, to support Intervener Party assertions that the applications caused an unreasonable impact to vernal pools and possibly to state endangered species is inconsistent with the DEEP rules of practice that intervener party status is to be "construed liberally so as to further the policies and purposes of the Connecticut Environmental Protection Act, sections 22a-14 through 22a-20 of the General Statutes, and the statutes and regulations administered by the Department." See, Sec.22a-3a-6 (k).

For the aforementioned reasons the applicant's permits, as presented, should be denied, please review attached DEEP letters of deficiencies and Natural Diversity Data Base (NDDB) response.

Sincerely,

Arthur A. Smith



Connecticut Department of  
**ENERGY &  
ENVIRONMENTAL  
PROTECTION**

Bureau of Natural Resources  
Wildlife Division  
Natural History Survey – Natural Diversity Data Base

August 23, 2012

Mr. Erik V. Mas, P.E.  
Fuss & O'Neill, Inc.  
78 Interstate Drive  
West Springfield, MA 010089

Regarding: North Hillside Road Extension, University of Connecticut, Storrs Campus, Mansfield, CT  
Natural Diversity Data Base 201205543

Dear Mr. Mas:

In response to Your request for a Natural Diversity Data Base (NDDB) Review of State Listed Species for the North Hillside Road Extension, University of Connecticut, Storrs Campus in Mansfield, CT, our records for this site indicate extant populations of endangered, threatened, and species of special concern on or within the vicinity of the site.

Precautions to protect grassland and forest bird populations shall be addressed, and may include, but not be limited to: construction being conducted outside of the avian breeding season. (August through March)

Precautions to protect amphibian populations; and their habitats shall be addressed, and the project plan should incorporate mitigation measures for vernal pools as discussed in the publication "Best Development Practices; Conserving Pool-Breeding Amphibians in Residential and Commercial Development in the Northeastern United States (Metropolitan Conservation Alliance Technical Paper No. 5). This paper can be obtained by contacting the Metropolitan Conservation Alliance/Wildlife Conservation Society (68 Purchase Street, Third Floor, Suite 2, Rye, New York 10580). Mitigation measures on vernal pools may include, but not be limited to:

- ↓ A minimum of a 100-foot buffer should be delineated around vernal pools. Whenever, to the extent possible, a wider buffer would be preferred to lessen the amount of salt and chemicals introduced into the soil from the road and sidewalks, thereby providing more beneficial habitat for wildlife, especially amphibians.
- ↓ Amphibian crossings should be designed for maximum height clearance to allow greater light penetration and include a more natural interior substrate to aid species movements.

The Natural Diversity Data Base includes all information regarding critical biological resources available to us at the time of the request. This information is a compilation of data collected over the years by the Department of Energy and Environmental Protection's Natural History Survey and cooperating units of DEEP, private conservation groups and the scientific community. This information is not necessarily the

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Affirmative Action/Equal Opportunity Employer



September 27, 2012

University of Connecticut  
31 LeDoyt Road U-3055  
Storrs, CT 06269-3055

Attn: Richard A. Miller

Re: **APPLICATION DEFICIENCY**  
Applications #EM-201205381, WQC-201205382, IW-201205383, DIV-201205385  
North Hillside Road Extension  
Cedar Swamp Brook  
Mansfield, CT

Dear Mr. Miller:

The department has reviewed the above referenced applications received June 28, 2012 and has identified the following deficiencies in the applications:

1. A completed *Certification of Notice Form- Notice of Application* (form #DEP-APP-005A) has not been received.
2. A draft conservation easement agreement in compliance with Army Corps of Engineers New England District Compensatory Mitigation Guidance will need to be reviewed and approved prior to any permit issuance in order to ensure consistency with the mitigation that the Corps will request.

In addition to the above deficiencies, the following information and clarifications will be required so that our application review may continue:

3. An explanation as to why the Non-development Areas as indicated on Figure 8 of Attachment L were not included as a Proposed Conservation Easement Area is required. Given that the most valuable vernal pool on this parcel, #1, lies within a Non-development Area it should be included as part of the Conservation Easement Area along with as much of its 750' setback as possible.
4. There is an inconsistency on the stated width of the shared use path/sidewalk on the proposed roadway. The Executive Summary describes it as 13-foot wide while the plans in Attachment G indicate an 8-foot wide path.

UCONN North Hillside Extension  
Notice of Deficiency

5. Alternatives to the direct discharge of collected storm water runoff to Vernal Pool #2 should be presented. The Vernal Pool Study in Attachment Q2 indicates that this was the only vernal pool to contain fairy shrimp. Fairy shrimp are indicative of a healthy vernal pool habitat and are particularly susceptible to water quality impairment.
6. Page 20 of Attachment L speaks of a scrub/shrub wetland habitat being created as part of the wetland mitigation site which is inconsistent with Plate 24 in Attachment G that states that only a forested wetland is to be created.
7. There appears to be repeated inconsistency regarding direct impacts to the 100-foot vernal pool envelopes throughout the application. For instance, page 9 in Attachment Q says there is no impact, while Table 5 of Attachment Q states there is impact, as also indicated by project plans in Attachment G.
8. Historical documents relating to this project have mentioned the inclusion of evergreen plantings along the earthen berm located between the wetland mitigation area and the agricultural fields, however none are included on submitted project plans in Attachment G.
9. Additional avoidance measures to further reduce development within the 100 foot vernal pool envelope at Wetland Crossing C must be evaluated. Granted, progress has been made in this regard in that the currently proposed bridge will promote unimpeded amphibian passage within the delineated wetlands that join the two pools; however it does not do so for the connective, adjacent upland areas currently proposed for road construction. This upland area provides critical migration routes according to the vernal pool study in Attachment Q2 of the application. Such measures could include, but not necessarily be limited to, a longer bridge, additional retaining walls, and/or a narrower street.
10. Similarly, please consider additional mitigation measures (as recommended in the application's vernal pool study) for the proposed road construction at Wetland Crossing C, including deflectors to guide migrating amphibians to the bridge and low angle curbing to more easily allow amphibian passage over the road should they succeed in ascending the proposed road embankment.
11. Continuation of the existing vernal pool study is recommended to document any alterations to the physical, chemical and biological condition of the vernal pool community if and when construction commences.
12. There may be an opportunity for the incorporation of created vernal pool(s) within the proposed wetland mitigation area which will compensate more directly for any unavoidable impacts to vernal pool condition should this current proposal be approved.

UCONN North Hillside Extension  
Notice of Deficiency

Further, in order to expedite any application approvals, it is requested that permit conditions be drafted for our review and approval regarding the following items (most of which were suggested within application materials):

13. Use of only non-potable water for irrigation.
14. Project construction date exclusions as related to grassland bird breeding and amphibian migration periods.
15. Reduced salt use on roads and parking lots.
16. Wetland and watercourse delineation at agricultural mitigation areas prior to conversion.
17. "Re-flagging" the wetland boundaries in the vicinity of work limits prior to construction start.
18. Provisions for agency review for each individual master plan parcel if and when they are to be built.
19. Use of Low Impact Development storm water BMP's for master plan parcels (e.g. bioretention, water quality swale, permeable pavement, underground detention, hydrodynamic separators, outlet protection, etc.).
20. Exclusion of wet detention basins within amphibian migration areas.

If you have questions regarding the above environmental review items, please contact Doug Hoskins at 860-424-4192, [douglas.hoskins@ct.gov](mailto:douglas.hoskins@ct.gov). Questions regarding the engineering items below should be addressed to Sharon Yurasevecz at 860-424-3861, [sharon.yurasevecz@ct.gov](mailto:sharon.yurasevecz@ct.gov).

21. The stormwater drainage from North Hillside Road discharges into the Route 44 proposed system. The stormwater drainage system proposed along Route 44 does not include water quality treatment. It appears that the roadway contributes over one acre of impervious surface draining untreated runoff directly in Cedar Swamp Brook and associated wetlands. The system must be designed to provide water quality treatment in compliance with the 2004 Connecticut Stormwater Quality Manual. There should be no discharge of stormwater into Cedar Swamp Brook without appropriate treatment of the stormwater. Furthermore, in issuing a Water Quality Certification the State is certifying that project discharges are consistent with the State's Water Quality Standards.
22. Route 44 is a state Department of Transportation (DOT) roadway and therefore the DOT will need to give approval for work within their right-of-way. If it has been received, the application should include the approval from the DOT State Traffic Commission (STC). If the approval shows that the stormwater drainage system is designed in accordance with

UCONN North Hillside Extension  
Notice of Deficiency

the DOT Drainage Manuals and the 2004 Connecticut Stormwater Quality Manual and documentation is included showing no adverse floodplain impacts for the activity within the Cedar Swamp Brook FEMA floodzone, no further information is needed with regard to these issues. If the STC approval does not confirm the aforementioned, then the following design documentation is required:

- Drainage calculations showing the stormwater drainage system, including outlet protection and swale, as designed in accordance with the DOT drainage Manual.
  - Water Quality design showing the stormwater drainage system complies with the 2004 Connecticut Stormwater Quality Manual.
  - Documentation that the Route 44 Drainage system will address the increase in peak flow discharge from North Hillside Road.
  - Documentation showing no adverse flooding impacts for the proposed activity within the Cedar Swamp Brook FEMA floodplain.
  - Details for the proposed water quality measures, outlet protection basin and outlet channel shown on the plan sheets.
23. The plans do not show any outlet protection at the discharge locations upstream and downstream of the box culvert located at Station 47+00 and the culvert at Station 60+00. Documentation must clearly show that this area is and will remain stable and the calculations must confirm that no outlet protection is required at these stormwater discharge areas.
24. There are a few discrepancies between the outlet protection analysis and the plans which must be addressed.
- The analysis does not match the plans for the riprap apron at Station 51+45.20.
  - There are no calculations for the outlet at Station 53+29L.
25. A hydrodynamic separator is proposed at the north end of North Hillside Road prior to the Route 44 connection. The portion of stormwater drainage for this system ultimately discharges into Cedar Swamp Brook. It is not clear why primary treatment and a "bio-engineered" water quality treatment measure was not used for this system consistent with the other water quality systems proposed on North Hillside. The design should include a water quality basin or swale if feasible.

UCONN North Hillside Extension  
Notice of Deficiency

26. The plan sheets must show the water quality swale design and details consistent with the calculations. It is not clear how the analysis location matches the roadway drainage system plan sheets. The plans must clearly layout how the channel corresponds to the channel analysis. Review of the channel analysis will be completed upon receipt of the aforementioned documentation.
27. The channel calculations show that two channel sections do not provide the required channel freeboard of one foot in compliance with the DOT Drainage Manual and Section 25-68h-3(d) of the Regulations of Connecticut State Agencies (RCSA). The design should be modified to meet the requirement or an Exemption is required in accordance with Section 25-68d(d) of the Connecticut General Statutes (CGS). It is not acceptable to rely on a future proposed project in conceptual design.
28. The plan sheets must include a cross-section view and details of the three proposed bridge and culvert crossings. The plans do not show the sizing of the crossing at Station 47+00. The culvert must be designed to convey the 100 year storm event.
29. Construction-sequencing and water handling plans are required for the bridge and culvert crossings. When dewatering is proposed the plans must show the location and details of the temporary sedimentation basins and comply with the Connecticut Guidelines for Erosions and Sedimentation Controls.
30. Please be aware that should a permit be issued it will contain a special condition(s) to ensure that future develop on the proposed conceptual parcels receive approval from and verification by this department.

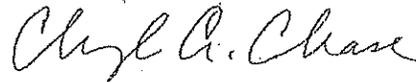
The responsiveness, thoroughness, and overall professionalism demonstrated by the contents of this application is acknowledged. Your continued cooperation regarding the review of this proposal is appreciated.

The items identified above must be addressed by October 26, 2012. It is important that all requested information be submitted within the time period identified. Upon receipt of the additional documentation, the department will continue its review and evaluation of the applications.

UCONN North Hillside Extension  
Notice of Deficiency

All correspondence regarding the applications should reference the application numbers identified above and should be addressed to Doug Hoskins, Inland Water Resources Division, Bureau of Water Protection and Land Reuse, Department of Energy and Environmental Protection, 79 Elm St., Hartford, CT 06106-5127.

Sincerely,



Cheryl A. Chase  
Director  
Inland Water Resources Division

CC:dh

cc:

S. Yurasevecz, DEEP  
B. Gilmore, DEEP  
E. Mas, Fuss & O'Neill, 146 Hartford Road, Manchester, CT 06040  
A. Bourne, USACOE, 696 Virginia Rd, Concord, MA 01742

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Sept. 23, 2013

Item #12

Town Council  
Town of Mansfield

Dear Town Council,

We are residents of Southwood Road which is off of North Eagleville Road. We walk on North Eagleville Road at least twice a day for our daily walks. We strongly support the building of a sidewalk from Hunting Lodge Road to Northwood apartments for our safety and for the students who walk there to campus. North Eagleville Road does not have a shoulder on either side of the road. It is difficult to step off of the road when a car, bus or truck passes because the grass and poisen ivy are not mowed. Many of the students walk on the wrong side of the road which makes it even more unsafe. An increasing number of people are riding their bicycle to campus increasing the traffic. We look forward to the sidewalk being built as soon as possible,

Jinnie Talbot  
Robert Talbot

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**TOWN OF MANSFIELD**  
**OFFICE OF THE TOWN MANAGER**

Matthew W. Hart, Town Manager

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

September 27, 2013

Mr. W. David LeVasseur  
 Acting Under Secretary  
 Intergovernmental Policy Division  
 Connecticut Office of Policy and Management  
 450 Capitol Avenue  
 Hartford, Connecticut 06106-1379

**Re: Council of Governments Consolidation/Reorganization**

Dear Mr. LeVasseur:

I write to inform you that the Mansfield Town Council has voted to express Mansfield's preference to join the Capitol Region Council of Governments as part of the state's council of governments consolidation/reorganization process. I have attached a certified copy of the Council's September 23, 2013 resolution to this effect.

Please let me know once you have made a determination regarding this request. You may contact me with any questions at 860-429-3336, ext. 5.

Sincerely,

Matthew Hart  
 Town Manager

CC: Town Council  
 Planning and Zoning Commission/Inland Wetlands Agency  
 Mark Paquette, Windham Region Council of Governments  
 Lyle Wray, Capitol Region Council of Governments  
 Congressman Joseph Courtney  
 State Senator Donald Williams  
 State Representative Gregory Haddad  
 State Representative Linda Orange  
 Mansfield Department Heads



**TOWN OF MANSFIELD**  
**Certified Resolutions**

I, Mary Stanton of the Town of Mansfield, a Connecticut municipality, do hereby certify that the following is a true and correct copy of resolutions duly adopted at a meeting of the Town Council of the Town of Mansfield duly held and convened on September 23, 2013, at which meeting a duly constituted quorum of the Town Council was present and acting throughout and that such resolutions have not been modified, rescinded or revoked and are at present in full force and effect:

*Resolved, effective September 23, 2013, to authorize Town Manager Matthew W. Hart to issue a letter to the Connecticut Office of Policy and Management on behalf of the Town of Mansfield, indicating Mansfield's preference to join the Capitol Region Council of Governments (CRCOG) as part of the state's consolidation process.*

Mary Stanton  
Town Clerk

Date

SEAL





**TOWN OF MANSFIELD**  
**OFFICE OF THE TOWN MANAGER**

Matthew W. Hart, Town Manager

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

October 10, 2013

Mr. Charles T. LeConche  
 Business Manager/Secretary-Treasurer  
 Connecticut Laborers' District Council  
 475 Ledyard Street  
 Hartford, Connecticut 06114

**Re: Responsible Contractor Ordinance; Hotel Project**

Dear Mr. LeConche:

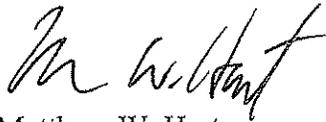
I am in receipt of your letters dated September 18, 2013 and September 23, 2013, regarding the proposed responsible contractor ordinance and the Storrs Center hotel project, respectively.

I will forward your September 18<sup>th</sup> correspondence to the Town Council's *Ad hoc Committee on Responsible Contracting*. I also wish to emphasize that the Town of Mansfield is not providing Milton Beebe & Sons with a "last look" for any municipal projects. All of Mansfield's public works projects are awarded through a competitive process in accordance with the Town's purchasing regulations and any applicable state and federal grant requirements.

In addition, I will forward your September 23<sup>rd</sup> letter to LeylandAlliance and the Mansfield Downtown Partnership. Please note that your concern regarding the use of child labor at the Storrs Center project is unfounded; there have been no violations of child labor laws on the Storrs Center project. Furthermore, I disagree with the statement that there have been "numerous violations at the downtown Mansfield project regarding subcontractors retained by LeylandAlliance." While the Connecticut Department of Labor has investigated the site, as they do on public and private construction projects around the state, the number of actual violations is quite limited.

You note in your earlier correspondence that you have appointed an investigative agency to look into your concerns. The Mansfield Downtown Partnership can serve as a point of contact for any investigator with questions regarding the Storrs Center project. Cynthia van Zelm is the Executive Director of the Mansfield Downtown Partnership and she can be reached at (860) 429-2740 or [vanzelmca@mansfieldct.org](mailto:vanzelmca@mansfieldct.org).

Sincerely,



Matthew W. Hart  
Town Manager

CC: Governor Dannel Malloy  
LT Governor Nancy Wyman  
Town Council  
Dennis O'Brien, Town Attorney  
Lon Hultgren, Director of Public Works  
Cynthia van Zelm, Mansfield Downtown Partnership  
Howard Kaufman, LeylandAlliance  
Ronald Beebe, Milton C. Beebe & Sons

# CONNECTICUT LABORERS' DISTRICT COUNCIL

of the Laborers' International Union of North America 



Richard Beckenbach, *President*  
Charles LeConche, *Business Manager/Secretary-Treasurer*

September 23, 2013

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

**RE: Hotel Project**

Dear Mr. Hart:

I have enclosed a recent article that appeared in the *Hartford Courant* regarding the above-referenced project. Leyland Alliance is seeking a zone change that would allow for the hotel development. Enough is enough!

As you are aware, there have been numerous violations at the downtown Mansfield project regarding subcontractors retained by Leyland Alliance. One of the most unspeakable was the use of child labor. As a Connecticut taxpayer, I am sick of out-of-state contractors taking our jobs, exploiting workers and undermining Connecticut's economy. I object to any zone change.

I will again orchestrate demonstrations and attend hearings to voice our opinion.

Very truly yours,

Charles T. LeConche  
Business Manager/Secretary-Treasurer

CTL:kcm

Cc: Leyland Alliance  
Governor Dannel Malloy  
Lieutenant Governor Nancy Wyman

**LODGING**



BL COMPANIES, MERIDEN

**THIS RENDERING SHOWS** how a hotel in the Storrs Center development near the University of Connecticut main campus could appear.

# First Look At Storrs Center Hotel Proposal

By **KENNETH E. GOSSELIN**  
kgosselin@courant.com

The developer of Storrs Center near the University of Connecticut main campus has given the town of Mansfield an early look at how a hotel in the development could appear.

The project's master developer, LeylandAlliance, based in Tuxedo Park, N.Y., is seeking a zone change that would allow for a hotel in the development. A pub-

lic hearing began Sept. 3 and will resume Monday, Sept. 16.

LeylandAlliance declined to release a hotel rendering until after the zone change had been voted on, but the rendering had been submitted to the town, which released it to The Courant.

The rendering of the \$10 million Fairfield Inn & Suites by Marriott is considered "conceptual" and could change should construction begin. If ap-

proved, building could begin in the spring, and the hotel could be ready for occupancy in a year.

There has been opposition from hotel operators in the area, who argue the market is too small to accommodate another hotel. One, the Nathan Hale Inn, would be close enough to view from the new hotel.

LeylandAlliance said the growth of the university justifies another hotel, especially as UConn builds on its research capabilities.

# CONNECTICUT LABORERS' DISTRICT COUNCIL

of the Laborers' International Union of North America 



**Richard Beckenbach, President**

**Charles LeConche, Business Manager/Secretary-Treasurer**

September 18, 2013

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

**RE: Responsible Contractor Ordinance  
Milton Beebe**

Dear Mr. Hart:

As you are aware, the Laborers' Union is continuing to pursue a Responsible Contractor Ordinance for contractors wishing to work on projects in Connecticut. Milton Beebe seems to be getting the "last look" to secure projects in the Mansfield area. Any contractor, such as Milton Beebe, who is opposed to this ordinance, is simply irresponsible. We have retained an investigative agency to look into our concerns because we believe something doesn't smell right.

The Responsible Contractor Ordinance would require contractors, such as Milton Beebe, to comply with the following requirements:

1. Residency requirements for hiring;
2. Provide workers compensation insurance;
3. Classify workers as employees, not independent contractors;
4. Participate in the State of Connecticut Apprenticeship Program;
5. Provide Health Insurance;
6. Obey the area prevailing wage standards.

These common-sense measures protect the community and our tax dollars and allow Connecticut's economy to grow. This ordinance has been adopted in New London and Stamford, Connecticut and I have been told that the University of Connecticut has passed the ordinance, as well.

What disturbs me the most is that the Democratic Committee is the one stalling the process. I hope that they see our signs out in front of City Hall which read "*Democrats Destroying Mansfield's Economy.*"

Our efforts will continue.

With kind regards,

A handwritten signature in cursive script, appearing to read "Charles T. LeConche".

Charles T. LeConche  
Business Manager/Secretary-Treasurer

CTL:kcm

Cc: Elizabeth Paterson, Mayor  
Town of Mansfield

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To print this article open the file menu and choose Print.

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Article published Sep 8, 2013

## Why union labor is better

By DARYL JUSTIN FINIZIO - Mayor

I have always considered myself to be financially responsible when it concerns the expenditure of public funds. I believe in lowering costs, creating efficiencies, and balancing budgets. I believe my actions over the course of two years as mayor of New London have proven this and, during this time, the editorials of The Day and my administration have agreed on most financial matters. Such was not the case, however, concerning the Sept. 5 editorial, "Costly favoritism," urging me to veto the recently passed, "Ordinance Regulating Bidding on Public Construction Projects."

I would note that my financial decisions as mayor have often brought me into opposition with employee unions in New London. I do not, and would not, support a union position for political reasons, but I will gladly stand with unions when I believe they are advancing the right policies.

Regarding the City Council's passage of the responsible contractor ordinance, I believe building and trades unions are advancing a good policy and I believe the Day has taken a short term, rather than a long term, view of cost savings and economic growth in our city.

Low bidder rules for construction projects, without the protections that this ordinance provides, favor the success of bids that use lower quality and less trained workers. While a bid awarded may, in today's dollars, be less than a union construction bid, the buildings built are not of the same quality.

How often have we seen buildings constructed only to see them have major costly deficiencies arise within a short time frame? This requires buildings to be repaired, or outright replaced, more frequently, at great cost to city taxpayers.

A responsible contractor ordinance, combined with appropriate budgeting for routine maintenance, will lower costs to city taxpayers in the long term by building, and maintaining, better quality buildings.

I believe the Day's opposition to this ordinance is also short sighted from an economic development standpoint. The greatest form of economic empowerment for our city and state is job creation. Without this ordinance, these multi-million dollar projects often go to companies, and workers, outside our city, and often, outside our state.

When local middle-class union laborers are employed, the money expended on local construction goes back into our local economy. Local workers buy homes in New London, go to New London restaurants and shops, and participate in New London's civic and religious community. The apprenticeship program by our local trade unions affords a pathway to the middle class for young New Londoners. Providing infrastructure work to local labor is the best

, to address unemployment in our region, and lift up our regional economy.

If the City of New London is to spend tens of millions of dollars in bonding for construction projects in the coming years, I firmly believe the best way to invest that money wisely is to invest in good quality work that will last, done by local laborers who contribute to our local economy. For the reasons I have stated, when the ordinance passed by council reaches my desk, and over the editorial objections of this newspaper, I will sign it.

Daryl Justin Finizio is the mayor of New London.



**Mansfield Downtown Partnership**  
*Helping to Build Mansfield's Future*



October 1, 2013

Matthew Hart  
 Town of Mansfield  
 4 S. Eagleville Road  
 Mansfield, CT 06268

Dear Matt:

On behalf of the Mansfield Downtown Partnership, we would like to thank you for your assistance in preparing for the Tenth Annual *Festival on the Green*. Your support made our event both possible and successful.

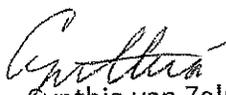
This year's *Festival on the Green* was the largest ever: There were over 90 booths, over 700 participants in the Celebrate Mansfield Parade, and an estimated over 3,000 people in attendance!

Area residents and visitors enjoyed a wide variety of hands-on activities, delicious food from Mansfield restaurants, and great performances by the E. O. Smith High School Band, UConn Marching Band, Kidsville Kuckoo Revue, and Black Prairie. Thank you for your involvement in producing a wonderful community event!

If you are interested in learning more about the Mansfield Downtown Partnership, Inc. or in becoming a Partnership member, please feel free to contact our office at 860.429.2740 or [mdp@mansfieldct.org](mailto:mdp@mansfieldct.org).

Thank you once again for participating in this year's *Festival on the Green*. We hope to see you at future events!

Sincerely,

  
 Cynthia van Zelm  
 Executive Director

  
 Kathleen M. Paterson  
 Communications and Special Projects Manager

*Thank you Matt!*

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**Matthew W. Hart**

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**From:** Matthew W. Hart  
**Sent:** Monday, October 07, 2013 11:57 AM  
**To:** Personnel Committee  
**Cc:** Town Council; Maria E. Capriola; Dennis J. O'Brien; Matthew W. Hart  
**Subject:** Superintendent Baruzzi re Code of Ethics  
**Attachments:** Ethics-MBOECode-13Sep2013.pdf

Personnel Committee members – attached please find correspondence from Superintendent Baruzzi regarding the school district's interpretation of the applicability of the town's code of ethics to district employees.

I will include this item as a communication for the next town council packet.

Thank you,

Matt Hart  
Town Manager  
Town of Mansfield  
860-429-3336

4 South Eagleville Road  
Mansfield, CT 06268  
Fax: 860-429-6863  
[www.MansfieldCT.gov](http://www.MansfieldCT.gov)

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 Please consider the environment before printing this email.



## THE PUBLIC SCHOOLS OF MANSFIELD, CONNECTICUT

FREDERICK A. BARUZZI, SUPERINTENDENT

AUDREY P. BECK BUILDING  
FOUR SOUTH EAGLEVILLE ROAD  
MANSFIELD, CT 06268  
(860) 429-3350  
Fax: (860) 429-3379

September 13, 2013

Re: Mansfield Board of Education Code of Ethics/Town of Mansfield Ethics Ordinance

Dear Mansfield Board of Education Employees:

I write to inform you that on Thursday, September 12, 2013, the Mansfield Board of Education affirmed its current Code of Ethics. This was done in response to a communication to the board Chairman by the Town of Mansfield Ethics Advisory Board on July 18, 2013 asserting the Town's Code of Ethics Ordinance applies fully to Board of Education Employees.

As you know, the Mansfield Board of Education has passed a Code of Ethics regulating the conduct of Board of Education employees, including provisions pertaining to the acceptance of gifts by school employees. The Board's Code is substantially similar to the Town's ordinance, with a minor variation in the definition of a gift, designed to protect teachers from inadvertently violating the ethics ordinance of the Board by accepting unsolicited, yet usual and customary classroom gifts from pupils tendered on gift giving occasions such as major holidays and the end of the year. In addition, the Board has no desire to discourage students from expressing appreciation for teachers and other school employees in an appropriate way, as the Board believes that inculcating the values of respect and gratitude to students is an important community value that should be supported by the Board of Education. For those reasons, the Board's Code of Ethics is marginally less restrictive than the Town's ethics ordinance with respect to the definition of a gift.

Accordingly, the Board's Code of Ethics defines gifts as follows (emphasis added):

**Gift:** Anything of value, including entertainment, food, beverage, travel and lodging given or paid to a Board of Education official and Board of Education employee, to the extent that a benefit of equal or greater value is not received. A gift does not include: 1) A political contribution otherwise reported as required by law or a donation or payment as described or defined in subdivision (9) or (11) of subsection (b) of Conn. General Statutes Section 9-601a; 2) Services provided by persons volunteering their time to the school district; 3) A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business; 4) A gift received from a Board of Education official or Board of Education employee's spouse, fiancé or fiancée, the parent, brother or sister of such spouse or such individual, or the child of such individual or the spouse of such child; 5) Goods or services which are provided to the school district and facilitate school district action or functions; 6) A certificate, plaque or other ceremonial award costing less than one hundred dollars; 7) A rebate or discount on the price of anything of value made in the ordinary course of a business without regard to that person's status; 8) Printed or recorded informational material germane to school district action or functions; 9) Items of nominal value, not to exceed twenty dollars, containing or displaying promotional material; 10) An honorary degree bestowed upon a Board of Education official or Board of Education employee by a public or private university or college; 11) A meal provided at an event and/or the registration or entrance fee or travel costs to attend such an event, in which the Board of Education official and Board of Education employee participates in his/her official capacity; 12) A meal provided in the home by an individual who resides in Mansfield; 13) *Unsolicited gifts in-kind of nominal value given to a Board of Education employee and tendered on gift-giving occasions generally recognized by the public, such as holidays and end of year celebrations, provided the gift does not impair the employee's independent judgment or action in the performance of the employee's official duties;* or 14) Gifts in-kind of nominal value given to a Board of Education official not to exceed \$25.00 tendered on gift-giving occasions generally recognized by the public, provided the total value of such gifts in any calendar year from all donors do not combine to exceed one hundred dollars.

By contrast, the Town Ethics Code defines gifts as follows (emphasis added):

#### GIFT

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

B. A gift does not include:

(1) A political contribution otherwise reported as required by law or a donation or payment as described or defined in Subdivision (9) or (11) of Subsection (b) of C.G.S. § 9-601a.

(2) Services provided by persons volunteering their time to the Town.

(3) A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business.

(4) A gift received from a public official or public employee's spouse, fiance or fiancée, the parent, brother or sister of such spouse or such individual, or the child of such individual or the spouse of such child.

(5) Goods or services which are provided to the municipality and facilitate governmental action or functions.

(6) A certificate, plaque or other ceremonial award costing less than \$100.

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

(8) Printed or recorded informational material germane to governmental action or functions.

(9) Items of nominal value, not to exceed \$20, containing or displaying promotional material.

(10) An honorary degree bestowed upon a public official or public employee by a public or private university or college.

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

(12) A meal provided in the home by an individual who resides in the municipality.

(13) *Gifts in-kind of nominal value, not to exceed \$25, tendered on gift-giving occasions generally recognized by the public, provided the total value of such gifts in any calendar year from all donors do not combine to exceed \$100.*

As you can see, the Town's ordinance is more restrictive, in that each gift accepted by a Board of Education employee from an individual donor must fall below a \$25 threshold, and the aggregate gifts accepted from all donors in a calendar year must not exceed \$100. The Board's Code of Ethics is also restrictive, but does not carry the dollar limits of the Town's ordinance, designed to reflect the unique circumstances of a school setting.

The Board of Education has reviewed the Town's ethics ordinance, the relevant legal standards, and the advisory opinion carefully. From the text of the advisory opinion, it is clear that the Town Ethics Board is asserting jurisdiction over Board of Education employees. While the Board and the Town continue to engage in respectful dialog about the applicability of the Town's ethics ordinance to Board employees, it is the Board's current position that the Town's ordinance is not enforceable as to Board employees.

Please see your email with the following attachments for your reference; the Board of Education Code of Ethics, Ethics Board's advisory opinion, and the Town ethics ordinance. If you have any questions, please call my office at (860) 429-3350.

Sincerely,



Frederick A. Baruzzi

C: Mansfield Board of Education Members  
Town Manager  
Town of Mansfield Ethics Advisory Board c/o Maria Capriola, Assistant Town Manager

**TOWN OF MANSFIELD  
ETHICS BOARD**



Nora Stevens, Chairperson

AUDREY P. BECK BUILDING  
FOUR SOUTH EAGLEVILLE ROAD  
MANSFIELD, CT 06268-2599  
(860) 429-3336 x5 + Fax: (860) 429-6863

July 18, 2013

Mr. Mark LaPlaca  
MBOE Chairperson  
26 Jonathon Lane  
Mansfield, CT 06268

Re: Advisory Opinion – Code applicability to MBOE officials and employees and gift provisions

Dear Mark,

In May of this year, the Ethics Board issued an advisory opinion at your request regarding the applicability of Ethics Code gift provisions to youth sports referees and volunteer coaches of Parks and Recreation sponsored/co-sponsored programs. That advisory opinion has led the Board to discuss the applicability of the Code of Ethics to officials and employees of the Mansfield Board of Education, particularly the gift provisions.

The Ethics Board supports the Town Council's position that the Ethics Code is applicable to Mansfield Board of Education officials and employees. As a result, it is the opinion of the Ethics Board that the Ethics Ordinance gift provisions supersede the Mansfield Board of Education's Ethics Policy gift provisions. This letter is meant to serve as an advisory opinion regarding Ethics Code applicability to Mansfield Board of Education officials and employees and to provide guidance on the gift provisions of the Ordinance. Please note that this is an Ethics Board initiated advisory opinion; we have not received an advisory opinion request from a MBOE official or employee regarding Code applicability or gift provisions. This advisory opinion is a proactive attempt to educate MBOE officials and staff about the Code's applicability to them, in particular the gift provisions, in advance of the beginning of the school year.

Sections 25-4 and 25-7B of the Ethics Code address what is and is not considered a gift, as well as the value of gifts an official or employee may accept in one calendar year. Officials and employees may only accept "gifts in-kind of nominal value not to exceed \$25.00 tendered on gift-giving occasions generally recognized by the public, provided the total value of such gifts in any calendar year from all donors do not combine to exceed one hundred dollars." The Code does not prohibit officials or employees from accepting gifts, so long as the gift(s) is permissible pursuant to the Code. However, the acceptance of gifts by teachers from students is discouraged.

The Code is not applicable to volunteers who are not employees or officials of the Town of Mansfield or the Mansfield Board of Education. Volunteers who are not employees or officials of

the Town or the Mansfield Board can accept gifts of any value with no limitation on the number of gifts received.

If Mansfield Board of Education officials or employees receive gifts that are not permissible pursuant to the Ethics Code they are encouraged to take the following action:

- Return the gift to the gift giver. Explain that although grateful for the acknowledgement, you can't accept the gift pursuant to our Ethics Code. Notify and copy your supervisor, Human Resources (MBOE office), and the Town Manager's Office on the communication sent (or verbally expressed) to the gift giver; OR
- Donate the gift to a non-profit organization serving residents of Mansfield. Notify and document the repurposing to your supervisor, Human Resources (MBOE office), and the Town Manager's Office; OR
- Donate the gift to the Town or Mansfield Board of Education for official use. For example, a grocery store gift card could be donated to the Human Services Department for the special needs fund which provides assistance to residents in need. Notify and document the repurposing to your supervisor, Human Resources (MBOE office), and the Town Manager's Office.

The Town Clerk and Assistant Town Manager conducted Ethics Training with all regular Town employees and a number of officials last fall. Upon request, Ethics Training could be provided to MBOE staff during orientation in August. Training covers the gift provisions thoroughly.

Questions about this opinion may be directed to the Ethics Board at [EthicsBoard@mansfieldct.org](mailto:EthicsBoard@mansfieldct.org).

Regards,



Nora B. Stevens  
Ethics Board Chairperson

C: Town Attorney  
Ethics Board  
Town Council Personnel Committee  
Fred Baruzzi, MBOE Superintendent  
Matthew Hart, Town Manager  
Mary Stanton, Town Clerk

*Mansfield Board of Education By-Law*

Section: BY-LAWS

**CODE OF ETHICS FOR BOARD OFFICIALS AND EMPLOYEES**

**Statement of Purpose:**

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

**Definitions:**

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

Advisory Opinion: A written response by the Town Board of Ethics to a request by a Board of Education official or Board of Education employee asking whether his/her own present or potential action may violate any provision of this Board of Education Code of Ethics.

Town Board of Ethics: The Town of Mansfield Board of Ethics established by ordinance, as it may be amended from time to time.

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

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

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

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

Gift: Anything of value, including entertainment, food, beverage, travel and lodging given or paid to a Board of Education official and Board of Education employee, to the extent that a benefit of equal or greater value is not received. A gift does not include: 1) A political contribution otherwise reported as required by law or a donation or payment as described or defined in subdivision (9) or (11) of subsection (b) of Conn. General Statutes Section 9-601a; 2) Services provided by persons volunteering their time to the school district; 3) A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business; 4) A gift received from a Board of Education official or Board of Education employee's spouse, fiancé or fiancée, the parent, brother or sister of such spouse or such individual, or the child of such individual or the spouse of such child; 5) Goods or services which are provided to the school district and facilitate school district action or functions; 6) A certificate, plaque or other ceremonial award costing less than one hundred dollars; 7) A rebate or discount on the price of anything of value made in the ordinary course of a business without regard to that person's status; 8) Printed or recorded informational material germane to school district action or functions; 9) Items of nominal value, not to exceed twenty dollars, containing or displaying promotional material; 10) An honorary degree bestowed upon a Board of Education official or Board of Education employee by a public or private university or college; 11) A meal provided at an event and/or the registration or entrance fee or travel costs to attend such an event, in which the Board of Education official and Board of Education employee participates in his/her official capacity; 12) A meal provided in the home by an individual who resides in Mansfield; 13) Unsolicited gifts in-kind of nominal value given to a Board of Education employee and tendered on gift-giving occasions generally recognized by the public, such as holidays and end of year celebrations, provided the gift does not impair the employee's independent judgment or action in the performance of the employee's official duties; or 14) Gifts in-kind of nominal value given to a Board of Education official not to exceed \$25.00 tendered on gift-giving occasions generally recognized by the public, provided the total value of such gifts in any calendar year from all donors do not combine to exceed one hundred dollars.

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

Individual: Any natural person.

Individual with Whom One is Associated: Any individual with whom the Board of Education official or Board of Education employee or a member of their immediate family mutually has an interest in any business.

Official Responsibility: The direct administrative or operating authority, whether exercised personally or through subordinates, to approve, disapprove, or to otherwise direct school district action.

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

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

Board of Education Official: Any elected or appointed Board of Education member.

**Advisory Role of Town of Mansfield Board of Ethics:**

A. The Town of Mansfield has established a Town Board of Ethics consisting of five (5) electors of the Town. The members are appointed by the Town Council in accordance with the ordinance establishing the Town Board of Ethics.

B. In accordance with the Town ordinance establishing the Town Board of Ethics, and its own procedures as may be established and/or amended from time to time, the Town Board of Ethics issues advisory opinions with regard to the requirements of the Town's Code of Ethics upon the request of any public official, public employee or agency of the Town regarding whether his/her own present or potential action may violate any provision of the Town's Code of Ethics. Similarly, a Board of Education official or Board of Education employee may seek an advisory opinion whether his/her own present or potential action may violate any provision of this Board of Education Code of Ethics.

**Rules:**

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

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

C. **Conflict of Interest.** (1) A Board of Education official or Board of Education employee shall not vote upon or otherwise participate to any extent in any matter on behalf of the school district of the Town if he or she, a business with which they are associated, an individual with whom

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

**D. Representing Private Interests.** (1) Except for a Board of Education official who receives no compensation for their service to the school district other than per diem payments or reimbursement of expenses, no Board of Education official or Board of Education employee shall appear on behalf of private interests before the Board of Education, or any other Town board, agency, commission or committee of the Town of Mansfield. (2) No Board of Education official or Board of Education employee shall represent private interests against the interest of the school district or the Town of Mansfield in any litigation to which the school district or the Town of Mansfield is a party.

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

**F. Confidential Information.** No Board of Education official or Board of Education employee shall disclose confidential information, as defined above, concerning school district affairs, nor shall such employee or official use such information for the financial interests of himself or herself or others.

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

**H. Contracts with the School District or Town.** No Board of Education official or Board of Education employee, or a business with which he or she is associated, or member of his/her immediate family shall enter into a contract with the Board of Education or the Town of Mansfield unless it is awarded per the requirements of prevailing law as well as Board of

Education policy, including Chapter 76 of the Code of the Town of Mansfield, "The Ordinance for Obtaining Goods and Services."

**I. Financial Benefit.** No Board of Education official or Board of Education employee may use his/her position or office for the financial benefit of himself or herself, a business with which he or she is associated, an individual with which he or she is associated, or a member of his/her immediate family.

**J. Fees or Honoraria.** No Board of Education official or Board of Education employee acting in his/her official capacity shall accept a fee or honorarium for an article, appearance or speech, or for participation at an event.

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

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

**M. Political Activity.** No Board of Education official or Board of Education employee may request, or authorize any other Board of Education official or Board of Education employee to request that a subordinate employee of the school district actively participate in an election campaign or make a political contribution. No Board of Education official or Board of Education employee may engage in any political activity while on duty for the school district, or with the use of school district or Town funds, supplies, vehicles or facilities. Political activity includes voting, making political contributions, buying a ticket to fundraising or other political events; taking an active role in connection with a question such as a referendum or approval of a municipal ordinance, or any other question or issue of a similar character, and otherwise participating in political affairs; endorsing or opposing any candidate for any public office; taking any part in managing the political campaign of any such candidate, or initiating or circulating a nomination petition, working as a driver transporting voters to the polls during an election, or directly soliciting, receiving, collecting, handling, disbursing or accounting for assessments, contributions or other funds for any such candidate; placing or wearing a sign or sticker supporting or opposing a candidate for any public office; becoming or acting as a candidate for any public office. However, no Mansfield voter may be prohibited from voting at any Town Meeting based on their status as a Board of Education official or Board of Education employee. Activity legally authorized by Connecticut General Statutes section 9-369b, regarding the preparation, printing and dissemination of certain explanatory materials pertaining to referendum questions and proposals, is exempt from such restriction.

**Powers and Duties of Town Ethics Board. Complaints and Investigations. Confidentiality :**

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

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

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

D. (1) If, after investigation, the Town Board of Ethics determines that the complaint concerning a Board of Education official or Board of Education employee does not allege sufficient facts to constitute probable cause of a violation, the Town Board of Ethics shall dismiss the complaint. The Town Board of Ethics shall inform the complainant and the respondent of its finding of dismissal by registered or certified mail not later than three business days after such determination of dismissal. (2) After any such finding of no violation, the complaint and the record of its investigation shall remain confidential, except upon the request of the respondent. No complainant, witness, designated party, or Town Board of Ethics or staff member shall disclose to any third party any information learned from the investigation, including knowledge of the existence of a complaint, which the disclosing party would not otherwise have known.

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

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

G. (1) If, after a hearing concerning a Board of Education official on a complaint for which probable cause has previously been found, the Town Board of Ethics finds by a vote of at least four of its members based on clear and convincing evidence that any violation of the Board of Education Code of Ethics has occurred, the Town Board of Ethics shall submit a memorandum of decision, which may include recommendations for action, to the Board of Education for such actions as they may deem appropriate. (2) If, after a hearing concerning a Board of Education employee on a complaint for which probable cause has previously been found, the Town Board of Ethics finds by a vote of at least four of its members based on clear and convincing evidence that any violation of the Board of Education Code of Ethics has occurred, the Town Board of Ethics shall submit a memorandum of decision, which may include recommendations for action, to the Superintendent of Schools for such actions as he/she may deem appropriate. (3) The recommendations of the Town Board of Ethics may include, but not be limited to, any combination of the following: recusal, reprimand, public censure, termination or suspension of employment, removal or suspension from appointive office, termination of contractual status, or the pursuit of injunctive relief. No such recommendation may be acted upon in violation of federal or state law or the Charter, ordinances, legally adopted policies, or collective bargaining agreements of the Board of Education. Any discussion by the Board of Education regarding any such memorandum of decision shall be in executive session, subject to the requirements of state law, unless the affected individual requests that such discussion be held in open session.

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

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

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

**Former Board of Education Officials/Employees:**

A. No former Board of Education official or Board of Education employee, as defined above, shall appear for compensation before any Town of Mansfield board, commission or agency in which they were formerly employed or involved at any time within a period of one year after termination of their service with the school district.

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

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

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

**Distribution of the Code of Ethics:**

The Superintendent of Schools shall cause a copy of this Board of Education Code of Ethics to be distributed to every Board of Education official within thirty days of the effective date of this Board of Education Code of Ethics or any amendment thereto. The Superintendent of Schools shall cause a copy of this Board of Education Code of Ethics to be distributed to every Board of Education employee within thirty days of the effective date of this Board of Education Code of

Ethics or any amendment thereto. Each new Board of Education official or Board of Education employee shall be furnished a copy of this Board of Education Code of Ethics before entering upon the duties of their office or employment.

**Severability; Conflicts with other Provisions:**

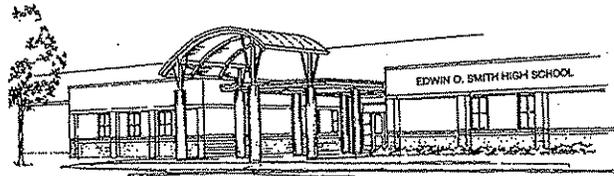
If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Board of Education Code of Ethics, or any part thereof, is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or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

**Disciplinary Consequences:**

Whether or not a reported violation of the Board of Education Code of Ethics has been the subject of investigation and/or proceedings by the Town Board of Ethics, violation of this policy by a Board of Education employee may lead to discipline up to and including the termination of employment, consistent with state and federal law and applicable collective bargaining agreements. Whether or not a reported violation of the Board of Education Code of Ethics has been the subject of investigation and/or proceedings by the Town Board of Ethics, violation of this policy by a Board of Education official may lead to censure and/or removal from Board office, consistent with state and federal law.

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**REGIONAL SCHOOL DISTRICT #19**  
Office of the Superintendent  
Memo



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To: Ralph Fletcher, Selectman, Town of Ashford  
Matt Hart, Town Manager, Town of Mansfield  
Christina Mailhos, Selectman, Town of Willington

From: Bruce W. Silva, Superintendent, Regional School District #19

Date: September 19, 2013

Subject: District/Municipal Budget Information Sharing Meeting

This memo is to confirm that the budget information sharing meeting will be held on Tuesday, December 17, 2013 in the E.O.S. Library Media Center at 7:00 p.m. The purpose of the meeting is to again provide an opportunity for an informal discussion regarding district and municipal budget priorities, constraints and possible legislative actions.

The feedback that we have received in the past has lead us to believe the discussions were helpful. As in the past, we will invite district legislators to attend this meeting. If there are others you would like to invite, please free to do so.

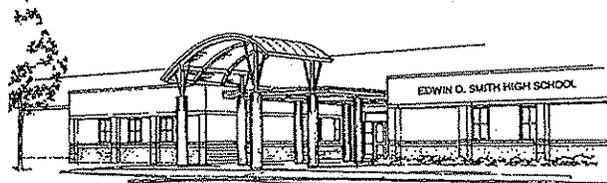
Please feel free to invite members of your finance committee.

BWS/lcb

c: Cherie Trahan, Business Manager

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**REGIONAL SCHOOL DISTRICT #19**  
Office of the Superintendent  
Memo



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REGIONAL SCHOOL DISTRICT #19  
BOARD OF EDUCATION

District Budget Sharing Information Meeting  
Tuesday, December 17, 2013  
E.O. Smith High School Library Media Center  
1235 Storrs Road  
Storrs, CT

7:00 P.M.

AGENDA

1. Introduction of Participants
2. Discussion of District/Municipal Priorities and Constraints
3. Discussion of Legislative Issues with State Representatives
4. Other Issues

Connecticut Water Company  
93 West Main Street  
Clinton, CT 06413-1600

Office: 860.669.8636  
Fax: 860.669.9326  
Customer Service: 800.286.5700



September 16, 2013

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

Dear Matthew:

Connecticut Water is getting ready to conduct our annual phone survey of government, community and business leaders. We have engaged Great Blue to create, administer and interpret the results of the confidential survey.

This is the seventh year we are seeking views from area leaders on our customer service, water quality, rates, community involvement, emergency response, communication and personnel. We put considerable effort into communicating with state and local leaders and use the survey results to determine how effective our communications vehicles are and how we can improve our service and communication with the leaders of the communities we serve.

We wanted to give you advance notice of our survey, in the event you are contacted for participation. If you are one of the 100 officials randomly selected, a research assistant from Great Blue Research will call you to schedule a phone appointment for the survey, which takes 10-15 minutes. Any comments provided by participants are strictly confidential and not associated with a name or title. We appreciate your time and any information that you are willing to share in the survey process.

Please don't feel you have to wait for the survey to give us feedback. You can always contact me at 860-292-2856 with any questions about water or service within your community. In addition, you can contact Connecticut Water customer service at 1-800-286-5700 any time during the day or for after hours emergencies. We look forward to your input and thank you in advance for taking the time to let us know how we are doing.

Sincerely,

A handwritten signature in cursive script that reads "Jeffrey Racicot".

Jeffrey Racicot  
Western Superintendent  
jraticot@ctwater.com



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**TOWN OF MANSFIELD**

AUDREY P. BECK BUILDING, FOUR SOUTH EAGLEVILLE ROAD, MANSFIELD, CT 06268-2599  
 WWW.MANSFIELDCT.GOV



Fax To: Chronicle – Attn: Editorial: 423-7641; Daily Campus: 486-4388; WHUS: 486-2955;  
 Journal Inquirer – Attn: Julie Sprengelmeyer (860) 646-9867; WILI: 456-9501  
Email To: Reminder Press: [news@remindernet.com](mailto:news@remindernet.com); Mansfield Today: [brensullivan@yahoo.com](mailto:brensullivan@yahoo.com)  
 Patch: [elyssa.millspaugh@patch.com](mailto:elyssa.millspaugh@patch.com)

Hartford Courant: To view iTowns online, go to <http://www.courant.com/itowns>, or to go directly to one of the pages to post your item: Article with a photo - Visit <http://www.courant.com/articlesubmit> to send in an article about a club, charity, school, church, local sports, local business, or other community event. You may include one high-resolution digital photo necessary for print.

Point of Contact: Fire Marshal [tel. 860-429-429-3328]

**FOR IMMEDIATE RELEASE:**

## **MANSFIELD FIRE DEPARTMENT EARNS 2012 LIFE SAFETY ACHIEVEMENT AWARD**

The Mansfield Fire Department has been presented with a Life Safety Achievement Award for the year 2012 by the National Association of State Fire Marshals Fire Research & Education Foundation in partnership with the Grinnell Mutual Reinsurance Company. The award was announced by J. William Degnan, President of the NASFM Fire Research & Education Foundation. Since 1994, the Life Safety Achievement Award has recognized local fire prevention efforts that have contributed to reducing the number of lives lost in residential fires. The Mansfield Fire Department qualified for this award in year 2012 because it recorded zero fire deaths in structures or a reduction by at least 10% during the year. In addition, the department was able to demonstrate the existence of an active and effective fire prevention program and a clear commitment to reducing the number of fires in the homes in their community. Although residential fires in the U.S. account for only 20% of all fires, they result in 80% of all fire deaths. "Experience tells us that fire prevention activity and public education can significantly reduce life and property loss from residential fires", the NASFM Fire Research & Education Foundation said. "Prevention and education are very cost effective compared to the traditional approach of relying on fire suppression. The Life Safety Achievement Award recognizes fire departments for their fire prevention efforts and encourages them to continually improve those efforts."

The NASF Fire Research & Education Foundation is a public interest group whose mission is to reduce residential fire deaths and injuries. The Foundation advocates the use of residential fire sprinklers, smoke alarms, carbon monoxide detectors and teaching people fire-safe behavior. [www.firemarshals.org](http://www.firemarshals.org)

This award was presented to the Mansfield Fire Department for its accomplishments and continued excellence in fire prevention and life safety programs for the community.

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Announcing the 2012 *Life Safety Achievement Award*

June 25, 2013

David Dagon  
Mansfield Fire Department  
4 South Eagleville Road  
Mansfield, CT 06268

Dear Chief:

Congratulations! Your fire department has been awarded the 2012 Operation Life Safety *Life Safety Achievement Award*, presented jointly by the National Association of State Fire Marshals Fire Research & Education Foundation and Grinnell Mutual Reinsurance Company.

Since 1994, *Life Safety Achievement (LSA) Award* has recognized fire departments for having outstanding fire safety statistics and prevention programs during the preceding calendar year. In recognition of the proactive fire prevention efforts that your organization has made toward improving your community's fire and life safety behaviors, we are pleased to present you with the *2012 Life Safety Achievement Award*.

Since its inception, the *Life Safety Achievement Award* has been granted to fire departments across the country that have achieved zero fire deaths in the previous calendar year. Recognizing that zero fire deaths in 2012 may not fully reflect a fire departments prevention efforts and may be beyond their control, criteria were revised to include those that record a 10 percent reduction in fire fatalities as well as requiring documentation of an active and effective fire prevention program.

For many years, the Grinnell Mutual Reinsurance Company has sponsored this prestigious Award and has done so again this year. Enclosed you will find a certificate suitable for framing that recognizes your department's accomplishments, signed by your State Fire Marshal, the President of the National Association of State Fire Marshals (NASFM) Fire Research & Education Foundation and the President of Grinnell Mutual Reinsurance Company. In addition, we are providing you with a news release template that you can customize and use for informing your community of your significant fire prevention efforts, in time for Fire Prevention Week, October 6 - 12, 2013.

We congratulate you for the substantial commitment that you have made to make your community safer, and we thank you for participating in the *Life Safety Achievement Award* program.

If you have any questions about the Award, please submit your inquiry to the NASFM Fire Research & Education Foundation general help line at [info@firemarshals.org](mailto:info@firemarshals.org)

Sincerely,

J. William Degnan  
President  
NASFM Fire Research & Education Foundation

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NEWS RELEASE FROM THE \_\_\_\_\_ FIRE DEPARTMENT

**FOR IMMEDIATE RELEASE**

\_\_\_\_\_ Fire Department Earns 2012 Life Safety Achievement Award

The \_\_\_\_\_ Fire Department has been presented with a Life Safety Achievement Award for the year 2012 by the NASFM Fire Research & Education Foundation in partnership with the Grinnell Mutual Reinsurance Company. The award was announced by J. William Degnan, President of the NASFM Fire Research & Education Foundation.

Since 1994, the Life Safety Achievement Award has recognized local fire prevention efforts that have contributed to reducing the number of lives lost in residential fires. The \_\_\_\_\_ Fire Department qualified for this award in year 2012 because it recorded zero fire deaths in structures or a reduction by at least 10% during the year. In addition, the department was able to demonstrate the existence of an active and effective fire prevention program and a clear commitment to reducing the number of fires in the homes in their community.

Although residential fires in the U.S. account for only 20 percent of all fires, they result in 80 percent of all fire deaths. The RFSI is committed to reducing that number.

*"Experience tells us that fire prevention activity and public education can significantly reduce life and property loss from residential fires", the NASFM Fire Research & Education Foundation said. "Prevention and education are very cost effective compared to the traditional approach of relying on fire suppression. The Life Safety Achievement Award recognizes fire departments for their fire prevention efforts and encourages them to continually improve those efforts."*

The NASFM Fire Research & Education Foundation is a public interest group whose mission is to reduce residential fire deaths and injuries. The Foundation advocates the use of residential fire sprinklers, smoke alarms, carbon monoxide detectors and teaching people fire-safe behavior. The Foundation assists fire departments with implementing residential sprinkler/smoke alarm programs on a local basis. The Foundation's partners include the United States Fire Administration, the National Association of State Fire Marshals and private industry/associations with an interest in and commitment to residential fire safety.

FOR MORE INFORMATION CONTACT:

Jim Narva, Executive Director

NASFM Fire Research & Education Foundation

Email: jnarva@narvaassociates.com

NASFM Fire Research & Education Foundation web site: [www.firemarshals.org](http://www.firemarshals.org)

*The 2012 Life Safety Achievement award has been sponsored by a grant from the  
Grinnell Mutual Reinsurance Company*

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Congratulations on winning the 2012 Life Safety Achievement Award. The NASFM Fire Research & Education Foundation has prepared a press release to share your accomplishment with your community. The release is designed to be sent to your local newspapers using both your company and Grinnell Mutual's contact information.

By using public relations software, Grinnell Mutual can quickly send the press release via e-mail to several newspapers in your area or specifically to your chosen newspapers. If you'd like for us to include your contact information and send it to your local papers, please respond to [gmrc@gmrc.com](mailto:gmrc@gmrc.com) by the 30<sup>th</sup> of October, 2013. Please include your fire department's name and location and newspaper names if specific. There is no cost associated with this service. You're also welcome to send this release to local media on your own or post on your website.

Please contact Mallory Bradshaw, publications specialist, at (800) 362-2041 ext. 5747 or Danell Steward, online marketing specialist, at ext. 8592 if you have questions."

NASFM Fire Research & Education Foundation web site: [www.firemarshals.org](http://www.firemarshals.org)

*The 2012 Life Safety Achievement award has been sponsored by a grant from the  
Grinnell Mutual Reinsurance Company*



Residential  
Fire Safety  
Institute

**GRINNELL MUTUAL.**  
REINSURANCE SINCE 1909



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## 2012 Life Safety Achievement Award

*This certificate is awarded to*

**Mansfield Fire Department**

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For your outstanding efforts on behalf of fire and life safety

September 1, 2013

A handwritten signature in cursive script, reading "J. William Degnan".

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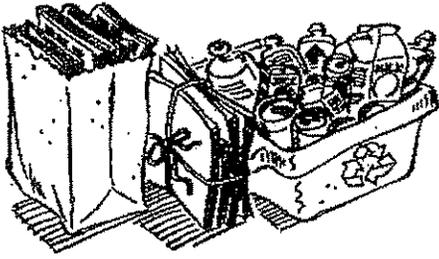
J. William Degnan, President  
NASFM Fire Research & Education Foundation

A handwritten signature in cursive script, reading "Larry Jansen".

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Larry Jansen, President  
Grinnell Mutual Reinsurance

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## Trash & Recycling Updates, etc...

OCTOBER THROUGH DECEMBER 2013

860-429-3333

[www.mansfieldct.org/trash](http://www.mansfieldct.org/trash)

### TRASH & RECYCLING COLLECTION SERVICE

The week of **Columbus Day, October 14** - No change.

The week of **Veteran's Day, November 11** - No change.

The week of **Thanksgiving, November 28** - Thursday service will be on Friday.

The week of **Christmas, December 25** - Wednesday service will be on Thursday, Thursday service will be on Friday.

The week of **New Years, January 1** - Wednesday service will be on Thursday, Thursday service will be on Friday.

### TRASH SERVICE CHANGES

After 23 years, we say good-bye to the employees of F.W. Mayo and Sons. Many of you have expressed appreciation for the service they provided. Others have asked why they are no longer providing trash and recycling collection.

The Town went out to bid for this service as the contract was nearing its end. The bid was to continue manual trash service, with an alternate bid for automated service (the most common collection method today). F.W. Mayo did not bid on either option. Diane and Phil Mitchell, two of the primary drivers, are retiring from the trash business, which may have something to do with this small family business's decision not to bid.

There were two responses to the bid, one from a Southington company with very little residential experience and the other from Willimantic Waste Paper Company (WWP) for automated service. WWP currently does the Town's multi-family collection. Automated service uses standardized containers that are grabbed by the truck's mechanical arm, lifted overhead and emptied into the truck. This method of collecting significantly reduces employee back injuries. There are few companies left that offer manual service like Mayo and Sons.

With automated service, we have had to let go of two special features – the in-yard collection and the very small trash service level, called "min-mini service". For seniors and residents with mobility limitations, we are sorry that we had to discontinue them. We know this adds stress to figuring out how to cope with this change.

Automated service is new to us all. As problems arise, we will seek the best solutions. We are already working with WWP to reduce the size of the recycling container for some residents who may find the 64 gallon recycling container too difficult to maneuver.

### BE A GOOD NEIGHBOR

Do you have elders or residents with impaired mobility in your neighborhood or along your road? They may need help getting the new trash and recycling cans out to the curb. Please remember to check in with your neighborhood's elders or mobility impaired to make sure they are getting the help they need to cope with this change.

### SHREDDED PAPER

Shredded paper is recyclable as long as it is placed in *paper* bags or cardboard boxes with lids. Place in the blue recycle container. Please do not place shredded paper in *plastic* bags.

- PLASTIC BAG RECYCLING** *Please do not put plastic bags of any kind in the blue recycling container. Plastic bags, such as grocery bags, can be recycled at the Mansfield transfer station, Big-Y and Staples. Any stretchy plastic bag can be recycled. Press your thumb into the plastic. If it gives without breaking, recycle it. Remove receipts and all food residue.*
- WRAPPING PAPER** *Please recycle non-metallic wrapping paper, tissue paper and gift boxes. Place in the blue recycling container.*
- CHRISTMAS LIGHTS RECYCLING** *Recycle your string of lights that no longer work by bringing them to the Mansfield transfer station. They will be recycled with other wire products. *Please do not place them in the blue recycling container.**
- PAINT RECYCLING AT TRANSFER STATION** *The Mansfield Transfer Station is accepting latex and oil-based paint in containers of 5 gallons or less. Spray paint still need to be taken to the Willington Chemical Waste Drop-Off Facility. Connecticut passed a law in 2011 requiring paint manufacturers to take back left over paint. The latex paint will be recycled and the oil-based paint will be treated as hazardous waste.*
- HOUSEHOLD HAZARDOUS WASTE FACILITY** *The Regional Chemical Waste Drop-Off Facility, located on Hancock Road in Willington, will be open Oct 5 & 19 and Nov 2, 2013. The hours are 9 am to 2 pm for residential hazardous waste disposal. For more information call 860-429-3333 or go to [www.mansfieldct.org/hhw](http://www.mansfieldct.org/hhw).*
- FESTIVAL ON THE GREEN** *Mansfield celebrated its tenth Festival on the Green Sunday, September 22, 2013. A concerted effort was made to minimize the amount of waste. By composting the food service items (paper plates, paper bowls and utensils made from potatoes) and recycling cans, cups, bottles, cardboard and paper, 87% of the day's waste was composted and recycled. The total amount that visitors and vendors tossed out was 151 pounds. Of that, 43 pounds were recycled and 88 pounds were composted. The 20 pounds remaining was trash. This means that for the whole Festival the equivalent of only one small-sized trash bag was produced!*
- EXTRA HOUSEHOLD TRASH COLLECTION** *The week of December 23 you may put out extra household garbage on your collection day. Extra garbage does not include bulky items, which should be taken to the transfer station. *Please note, non-metallic wrapping paper, tissue paper and gift boxes should be recycled.**
- EMERGENCY NOTIFICATION** *To be informed of trash service changes due to an emergency, sign up for e-mail notification. Go to [www.mansfieldct.gov](http://www.mansfieldct.gov). Click on the E-mail notification tab. Select the Press Releases and/or Environmental Programs boxes.*