



**TOWN OF MANSFIELD
TOWN COUNCIL MEETING
Monday, October 28, 2013
COUNCIL CHAMBERS
AUDREY P. BECK MUNICIPAL BUILDING
7:30 p.m.**

NOTES:

- A ceremonial presentation to swear in new firefighters will be held at 7:00 p.m.
- A ceremonial presentation to honor outgoing Council members will be held at 7:15 p.m.

AGENDA

	Page
CALL TO ORDER	
ROLL CALL	
APPROVAL OF MINUTES	1
PUBLIC HEARING	
1. LaGuardia Property Acquisition (FHWA Public Lands Highway Program Discretionary Grant) (Item #5, 10-15-13 Agenda)	9
OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL	
REPORT OF THE TOWN MANAGER	
REPORTS AND COMMENTS OF COUNCIL MEMBERS	
OLD BUSINESS	
2. LaGuardia Property Acquisition (FHWA Public Lands Highway Program Discretionary Grant) (Item #5, 10-15-13 Agenda)	11
3. Water Supply Project/Letter of Intent (LOI) with Connecticut Water Company (CWC) (Item #3, 10-23-13 Agenda)	23
4. Storrs Center Update (Item #2, 10-15-13 Agenda)	105
• Energy Costs for Nash-Zimmer Transportation Center	
• Clean Energy Communities Municipal Pledge	
NEW BUSINESS	
5. Update on New Single-Family Refuse Collection Service (No attachment)	
6. First Amendment to Parking Management Agreement.....	115
7. Amendments to the Ordinance Regarding Residential Rental Parking	125
8. Contract Between the Mansfield Board of Education and the Mansfield Education Association.....	135
9. Proclamation in Honor of Mansfield's Veterans.....	183
10. Veteran's Day Ceremonial Presentation Planning Subcommittee.....	185
DEPARTMENTAL AND COMMITTEE REPORTS	187
REPORTS OF COUNCIL COMMITTEES	
PETITIONS, REQUESTS AND COMMUNICATIONS	

11. J. Littell (10/30/13) 215
12. T. Luciano (10/22/13) 217
13. J. McGarry (10/15/13) 219
14. Downtown Partnership Expenses Per Project For Fiscal Year 2013 229
15. Legal Notice (10/18/13) 231

FUTURE AGENDAS

EXECUTIVE SESSION

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

ADJOURNMENT

REGULAR MEETING – MANSFIELD TOWN COUNCIL
October 15, 2013
DRAFT

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

I. ROLL CALL

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

II. APPROVAL OF MINUTES

Mr. Paulhus moved and Mr. Shapiro seconded to approve the minutes of September 23, 2013 meeting as presented. Motion passed with all in favor except Mr. Paulhus and Mr. Ryan who abstained.

III. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Jason McGarry, South Eagleville Road, described a recent break-in at his home and other similar events in the area. Mr. McGarry presented suggested actions which could help resolve issues of parking and increased crime in the neighborhood. (Statement attached).

Mary Hirsch, Courtyard, suggested the Council and other major boards explore the use of electronic devices to help cut down on paper and mailing cost.

Arthur Smith, Mulberry Road, asked questions about a number of subjects including a reference in the packet to the use of child labor in the Storrs Center project; the selling of alcohol at Price Chopper; the review of a DEEP letter discussing deficiencies in the North Hillside Road project; the Town's response to audit recommendations; the possibility of prostitution if a hotel is built in Storrs Center and the Town Manager's contract.

Brian Coleman, Centre Street and a Republican candidate for Council, applauded the collaborative efforts of the State and UConn Police. (Statement attached)

Betty Wassmundt, Old Turnpike Road and a Republican candidate for Council, spoke to a number of issues including the proposed Region 19 Service Agreement; the proposed acquisition of the LaGuardia Property; the Community Center fees, and the adopted budget. (Statement attached)

IV. REPORT OF THE TOWN MANAGER

In addition to his written report Town Manager Matt Hart offered the following comments:

- Concerns and questions regarding the new trash system will be discussed at the next Council meeting.
- Although the OPM initial report merges all WINCOG members with those towns in the Northeast COG, OPM has made it clear they will honor individual town's request.
- The Town Manager thanked Mr. McGarry for his remarks and suggestions regarding public safety and will refer his communications to the appropriate staff members.
- Electronic packets for Council members are an idea the Council might consider in the future.
- The referenced use of child labor in Storrs Center did not occur.
- The answer as to whether or not Price Chopper will be permitted to sell alcohol will be reported at the next Council meeting. Council members noted some of the restaurants in Storrs Center currently sell alcohol as will the proposed wine store.

October 15, 2013

- The ad hoc Veterans' Day Remembrance Committee could commemorate the event at the November 12, 2013 meeting. Council members agreed to postpone appointments to the Committee pending the election.
- The audit firm of Blum and Shapiro is highly respected and any recommendations received as a result of the audit are referred to the Finance Committee and implemented by staff.

Ms. Moran moved and Mr. Freudmann seconded to add Item 6a, Discussion of Bottle Bill, to the agenda. Motion passed unanimously.

V. REPORTS AND COMMENTS OF COUNCIL MEMBERS

Mr. Ryan, who has been serving as the Council liaison to the Board of Education contract negotiations, reported an agreement has been reached and outlined the highlights of the agreement.

VI. OLD BUSINESS

1. Community/Campus Relations

- **Fall Policing Report**
Sgt. Richard Cournoyer and UConn's Acting Director of Off-Campus Student Services John Armstrong reviewed the fall activities to date. The report emphasized the increased communications among the Town, UConn, landlords and students. Mayor Paterson noted the increased efforts are having an impact and thanked those involved.

- **Next Generation CT Initiatives**
Mr. Hart suggested the Council debrief the UConn Next Generation presentation and identified a number of concerns regarding the impact of the initiative on the Town.

Ms. Moran moved and Ms. Keane seconded that the Council request the Town Manager seek formal representation in UConn's project planning processes around major expansion projects including the Next Generation Connecticut initiative.

The motion passed unanimously.

Ms. Moran moved and Mr. Paulhus seconded to authorize the Town Manager to request the University undertake an analysis of the impact of the expansion process on Mansfield and surrounding communities. This analysis should include, but not be limited to, the following issues:

- Municipal services
- Housing stock
- Public safety
- Education
- Tax base impact
- Traffic
- Economic impact
- Land use

The motion passed unanimously.

Ms. Moran moved and Mr. Paulhus seconded to authorize the Town Manager to negotiate with the University for continued support for PILOT funding and any other funds to the Town necessary to support the expansion process. Motion passed unanimously.

The Town's legislators will be apprised of these motions.

2 Storrs Center Update

October 15, 2013

Town Manager Matt Hart reviewed the *Summary of Force Account Work in Storrs Center*. Mr. Hart informed the Council about Councilor Freudmann's requests for information regarding comparing the Nash-Zimmer Intermodal Center's projected utilities cost with that of the Town Hall and Senior Center, and for a review of the Center's standing with regards to the Town's clean energy pledge. These items will be discussed at the October 28, 2013 meeting.

Council members discussed the importance of doing a refined analysis of the utilities cost, not just providing raw data so that true comparisons can be made. Director of Public Works Lon Hultgren explained the seeming discrepancies between the force account work totals provided in the October 8, 2013 memo and the June 25, 2012 memo distributed by Mr. Freudmann. The Public Works Director will provide the requested information for Fiscal Year 2013 only.

3. Adjustments to Easement for Route 44 Bikeway at North Hillside Road
Ms. Moran moved and Mr. Shapiro seconded to approve the proposed Amendment to Bikeway Easement by and between Campus Crossing LLC, and the Town of Mansfield. Motion passed with all in favor except Mr. Ryan who was not in the room.

4. Agreement between the Town of Mansfield and Regional School District 19 for Parking Lot Services
Mr. Shapiro moved and Mr. Paulhus seconded 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. The motion passed with all in favor except Mr. Freudmann who voted nay.

VII. NEW BUSINESS

5. LaGuardia Property Acquisition (FHWA Public Lands Highway Program Discretionary Grant)

Mr. Ryan moved and Ms. Keane seconded, 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. The motion passed with all in favor.

6. Mansfield Community Center/Parks and Recreation Fees
Parks and Recreation Director Curt Vincente outlined the efforts to encourage resident families, as a whole, to join the Center.

Ms. Moran moved and Mr. Ryan seconded, to approve the Community Center Fee Recommendations for the operating year beginning November 1, 2013 and ending October 31, 2014, as presented by staff in the October 15, 2013 Council packet.

Mr. Freudmann moved to amend the motion by adding a period after "50%" in the pool rental fee section on page 43. The motion failed as there was no second. The original motion passed unanimously.

Ms. Moran moved and Mr. Ryan seconded, to approve the Parks and Recreation Fee Recommendations for Athletic Field Usage Fees and Kayak Rental Fees, as presented by staff in the October 15, 2013 packet. The motion passed unanimously.

7. Selection of Labor Counsel

Ms. Moran, chair of the Personnel Committee moved, 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

October 15, 2013

forth in the attached Professional Services Agreement between the Town of Mansfield and Kainen, Escalera, & McHale, P.C.

Ms. Moran thanked the Town Manager and Assistant Town Manager for their proactive efforts to solicit labor and employment counsel for the Town. The Personnel Committee unanimously endorsed the recommendation.

Motion passed unanimously.

8. Classification - Transportation Coordinator

Ms. Moran, Chair of the Personnel Committee moved, 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.

Mr. Freudmann moved and Ms. Keane seconded to table the motion to create the classification of Transportation Coordinator pending approval by the Council of a revised operating budget for the Nash-Zimmer Transportation Center that correctly reflects the salary and benefits (if any) of the Coordinator position.

The motion failed with Freudmann, Keane, and Paulhus in favor and Moran, Paterson, Ryan and Shapiro opposed.

Council members discussed the recommended classification and noted sufficient funds have been budgeted for FY2013/2014.

The motion passed with all in favor except Mr. Freudmann who voted no.

8a. Bottle Bill Endorsement

Ms. Moran moved and Mr. Paulhus seconded to refer the issue of possible support for updates to the State Bottle Bill to the Sustainability Committee and the Solid Waste Advisory Committee.

Motion passed unanimously.

VIII. DEPARTMENTAL AND COMMITTEE REPORTS

No comments offered

IX. REPORTS OF COUNCIL COMMITTEES

Mr. Shapiro, on behalf of the Committee on Committees offered the following recommendations:

The reappointment of William Lennon to the Sustainability Committee for a term ending 4/27/2017,

The reappointment of Jane Goldman and Ether Soffer Roberts to the Mansfield Advocates for Children for terms ending 6/30/2016,

The appointment of Jillene Woodmansee to the Mansfield Advocates for Children for a term ending 6/30/2016,

The appointment of Douglas Kaufman to the University Town Relations Committee to fill the M CCP position and Nancy Silander to fill the citizen position (term ending 3/13/2014) vacated by Bruce Clouette.

The motion passed unanimously.

X. PETITIONS, REQUESTS AND COMMUNICATONS

9. Life Safety Achievement Award S. Cyr – 9/23/13

10. W. Hilding – 9/23/13

11. A. Smith – 9/23/13

12. J. Talbot/R. Talbot – 9/23/13

13. M. Hart re: Council of Governments Consolidation/Reorganization

14. M. Hart re: Responsible Contractor Ordinance; Hotel Project

15. C. van Zelm re: Festival on the Green

16. F. Baruzzi re: Mansfield Board of Education Code of Ethics

17. B. Silva re: District/Municipal Budget Information Sharing Meeting

October 15, 2013

- 18. Connecticut Water re: annual phone survey
- 19. Press Release: Mansfield Fire Department Earns 2012 Life Safety Achievement Award
- 20. Trash and Recycling Updates – October through December 2013 – Mr. Hart commented that the information in this update is useful in explaining the process to residents.

XI. FUTURE AGENDA

No additional comments offered.

Ms. Moran moved and Mr. Shapiro seconded to move into executive session to discuss Personnel in accordance with CGS§1-200(6)(a), Town Manager Performance Review. The motion passed unanimously.

XII. EXECUTIVE SESSION

Personnel in accordance with CGS§1-200(6)(a), Town Manager Performance Review

Present: Freudmann, Keane, Moran, Paterson, Paulhus (until 10:30 p.m.) Ryan, Shapiro
Also Present: Town Manager Matt Hart was invited to join the session at 10:35 p.m.

XIII. ADJOURNMENT

The Council reconvened in regular session. Mr. Ryan moved and Mr. Shapiro seconded to adjourn the meeting at 10:45 p.m.

Elizabeth Paterson, Mayor

Mary Stanton, Town Clerk

October 15, 2013

Actions to Resolve Parking and the Increase in Crime in Eagleville/Mansfield

- 1) **Repair church/fire department fence and secure.**
 - a) Closing and locking fence would stop cars from using parking lot to bypass Route 32/275 traffic light.
 - b) Fire Department and Church could better control use of their parking lot.
 - c) Deter possible accidents from speeding cars through parking lot.
- 2) **Replace No Parking sign that is spray painted on fence.**
 - a) Visible signs not only help to assist and deter, but also justify police action.
- 3) **Spray paint parking spots for the entire area.**
 - a) Insure that a clear area is maintained for fire department emergency personnel at all times.
 - b) Assist in maintaining clear area when Town/State snow removal equipment uses hill for excess snow, allowing for emergency personnel to park.
 - c) This would minimize possible damage to vehicles that park too close to other vehicles.
- 4) **Place signs or have vehicle stickers. "Church/Fire Department Parking Only, all others will be towed."**
 - a) Enables Fire Department/Church to monitor area of illegal parking/loitering violations.
 - b) Empowers residents to help maintain a safe community.
 - c) Decrease trash.
- 5) **Illuminate area**
 - a) Eastern Parking lot is currently illuminated from street light on telephone pole.
 - b) Telephone pole is located near edge of fence for light placement for Western Illumination.
 - c) Illumination would deter potential violators of parking policy and assist Neighborhood Watch to contact resident trooper of problems.
 - d) Allow for personnel greater safety at night and during night functions (Spring Weekend).
- 6) **Neighborhood Watch Program-*Help protect, retain, and attract working families as Mansfield's role as a college town expands.***
 - a) Encourage and empower neighborhoods to set up collective groups to work and inform resident troopers to violations and/or suspicious activities.
 - b) Assign troopers to various zoning areas for quicker response and enhance personal relationships.
 - c) Inform neighborhoods of changes through door-to-door policy.
 - d) Program would embrace *Mansfield Tomorrow* initiative's to assist the public for buy in.
- 7) **Decrease Traffic Speed in Residential Eagleville.**
 - a) Create a Task Force with the State of Connecticut to monitor, collect data, and make recommendations as to how to make roads safer along Route 32 due to vehicles bypassing 195 to avoid traffic along the new Storrs Downtown.
 - b) Install Speed Bumps and reduce Speed Limit to 25 MPH, over 20 children live on road.

Submitted by Jason McGarry
10/15/13

Brian Coleman

26 Centre St.

Mansfield Ct 06250

October 15, 2013

Re: Page 9/10 Oct 15 Pamphlet Community Campus Relations.

I am pleased to learn that the State and UConn Police have been in training for two summers to collaborate on issues created by students in the neighborhoods of Mansfield. Co-operation between the police, property owners, managers and landlords is key for the success of managing large numbers of students.

It is the large crowds, and group mentality behavior that lead to the destruction of property, theft and sexual assaults .This seems to be the key issue at hand especially in neighborhoods closest to UConn. If we can reduce the size of the crowds that wander through the neighborhoods we can reduce the number of victims of these crimes and the pain caused to citizens of our neighborhoods.

I applaud this collaboration and I hope we can expand on it.

Brian Coleman

A handwritten signature in black ink, appearing to read 'Brian Coleman', written in a cursive style.

Candidate for Town Council

10/15/13

To: Mansfield Town Council
From: Betty Wassmundt - a candidate for council as a Republican

About the Region 19 contract, please explain to me, if a teacher walks out on the sidewalk, slips on a patch of ice and breaks a hip, what will it cost this town? I believe I refer to Section H of the Agreement presented.

Do we have in place the insurance required and, if not, what will it cost us to provide it?

Regarding Community/Campus Relations, it is a dereliction of your responsibility to the taxpayers to allow the University to continue to impose upon Mansfield residents and taxpayers. Stand up to Uconn and tell them to control their students.

Regarding the LaGuardia property, is there a signed agreement and if not, when will such be signed? Remember the school project where there was never a signed agreement and subsequently you had to address misunderstandings with the potential seller. How will the town maintain the farmland on that property? Please be specific.

Regarding Community Center fees, what is the life expectancy of the main swimming pool? What financial provision does the town have in place to pay for repairs or replacement of this pool? How is the cost of the pool established?

Now, just for kicks and since so much has been said about: did the budget go up or down, did the mill rate increase or decrease, I put the numbers together.

2012 adopted budget:	\$45,037,040	mill rate set: 27.16
April 24, 2013		
Council proposed budget	\$45,488,844	no mill rate set
May 14, 2013		
Town meeting adopted budget	\$45,688,844	no mill rate set
After the referendum		
June 19, 2013		
Council adopted budget	\$45,896,844	mill rate set: 27.95

Thank you.

Recently there was a public hearing on water diversion and wetlands impact due to Uconn's N. Hillsville Rd. Councilors Paterson & Moran spoke in favor of Uconn's Tech Park. The hearing was to assess the road's impact on wetlands and vernal pools. The councilors spoke to support the Tech Park. I conclude they misunderstood the reason for the hearing or they disdain the environment in favor of the Tech Park.

PUBLIC HEARING
October 28, 2013

The Mansfield Town Council will hold a public hearing at 7:30 PM at their regular meeting on October 28, 2013 to solicit comments regarding the proposed acquisition of the LaGuardia property located on the south side of Dodd Road.

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

Dated at Mansfield Connecticut this 17th day of October 2013.

Mary Stanton, Town Clerk

PAGE
BREAK



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
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 28, 2013
Re: LaGuardia Property Acquisition (FHWA Public Lands Highway Program Discretionary Grant)

Subject Matter/Background

At Monday's meeting, the Town Council will conduct a public hearing regarding the proposed acquisition of the LaGuardia Property. As you recall, 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 that was previously 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 grant is being administered through the CT Department of Energy and Environmental Protection.

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 from both Dodd Road and Chaffeeville Road of Chapin's Pond and the field on the terrace. 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.

Because of the significant cultural and historic resources, FHWA is requiring that the Town place a restriction on the property to prevent any disturbance of these resources. The Open Space Preservation Committee recommends that the restriction also include preservation of the natural and agricultural resources. Joshua's Trust has agreed to hold this easement for a contribution of \$3,000, which is their standard fee for holding an easement of this size. Staff and the Town Attorney are currently developing the language of the easement and will bring this at a later date to the Town Council for approval.

Pursuant to §8-24 of Connecticut General Statutes, the Planning and Zoning Commission reviewed this parcel at its June 18, 2012 meeting and supports the purchase of this property. The Open Space Preservation Committee reviewed this property again at its October 15, 2013 meeting and approved the acquisition of this property.

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, staff anticipates that the total acquisition cost going forward would be covered by the FHWA grant. The Town paid the previous appraisal (\$5,250) 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, and the \$3,000 contribution to Joshua's Trust for holding the conservation easement. 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

Unless the public hearing raises any additional issues that we have not considered, or if the Town Council wishes to review the matter further, staff recommends that the Council authorize purchase of the Laguardia Property.

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

Move, effective October 28, 2013, to authorize the Town Manager to finalize and to execute the purchase of the 18.7-acre parcel known as the Laguardia Property.

Attachments

- 1) Conditional Agreement to Sell and Purchase Real Estate
- 2) 2013 Open Space Preservation Committee Report
- 3) 8-24 Approval from the Planning and Zoning Commission
- 4) Map of the Property and Contiguous Open Space

AGREEMENT TO SELL AND PURCHASE REAL ESTATE

This Agreement entered into on October 9, 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

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

Seller:

Lynne M. LaGuardia
Lynne M. LaGuardia

October 15, 2013
To: Town Council
From: Open Space Preservation Committee
Re: Proposed acquisition of the LaGuardia property

The Open Space Preservation Committee originally reviewed this property in response to a proposed subdivision in 2009. The committee visited the property at various times and previously recommended preservation of 18.7 acres in support of the Town's grant application to the U. S. Department of Transportation. Information about the property and specific recommendations follow.

Description

The 18.7-acre Laguardia property on Dodd Road is an in-holding surrounded by Federal and Town lands on three sides (see map). It was subdivided into eight lots in 2009.

Adjacent Army Corps property includes land to the north and west (Mansfield Hollow State Park).

Adjacent Town properties include 37 acres in the Chapin Brook valley on the east side and a corridor for an existing trail on the north side (both granted to the Town as an open space dedication in the subdivision).

The land is a level glacial terrace that slopes steeply down to Chapin's Pond on the west side (owned by the Army Corps) and down to the Chapin Brook valley on the east side (owned by the Town). There are scenic views from Dodd Road and from Chaffeeville Road of both Chapin's Pond and the field on the terrace. The south half of the property is a hay field that has prime farmland soil. The hay has been harvested by a local farmer for many years. The north half of the property is a mature pine/hardwood forest.

POCD Criteria in Appendix K

Significant Conservation Area identified in the POCD

The property is adjacent to Chapin's Pond (see below).

Conserves or preserves historic resources

The property includes original lots laid out for Mansfield's first settlement, Ponde Place (the main street originally went along Dodd Road). The frontage is across the street from the historic Dodd home, which is within the Mansfield Center Historic District (see POCD Map 4-A). Preservation of this property would maintain the historic setting of Mansfield's oldest settlement and also protect subsurface historical artifacts.

Conserves or preserves notable wildlife habitats and /or plant communities

The property is within a Ct. DEEP Natural Diversity Data Base circle, and thus may host a species of concern to the state.

Open Space Preservation Committee
Re: Proposed purchase of the LaGuardia property

The property borders Chapin's Pond on the west side. This pond is a leatherleaf bog, an uncommon scrub-shrub wetland type, according to Ct. DEP's publication, *Wetlands of Connecticut*. The Town can preserve its unique plant community and ecological integrity by protecting the abutting LaGuardia land. This plant community occurs in acidic, low-nutrient water bodies. Preservation of this property would avoid potential impacts from nutrient flows into the pond from septic systems and lawn chemicals in the proposed 8-lot subdivision.

Conserves, preserves or protects important agricultural land

The field contains prime agricultural soils and has been actively used for agriculture since the original settlement in the late 1600's.

Conserves, preserves or protects important scenic resources

The property offers scenic views of the field from Dodd Road and from Chaffeeville Road.

Creates or Enhances Connections

The property is surrounded on three sides by publicly-owned land. Preservation of this property would create a continuous area of protected land. A new trail along the west side of the property would connect Dodd Road to an existing trail in the State Park. It would provide easy pedestrian access between Mansfield Hollow State Park and Mansfield Center or Schoolhouse Brook Park.

Recommendations

The committee recommends that the Town acquire this property for the many reasons cited above. The committee also recommends that Joshua's Trust hold an easement on this property as well as on the Town property received during the subdivision process. This easement would permanently protect the property's natural features, including prime farmland. The easement would also preserve the agricultural use of the field and the historical artifacts on the property.

TOWN OF MANSFIELD
DEPARTMENT OF PLANNING AND DEVELOPMENT

LINDA M. PAINTER, AICP, DIRECTOR

Memo to: Planning and Zoning Commission
From: Linda M. Painter, AICP, Director of Planning and Development
Date: June 11, 2012
Subject: 8-24 Referral: LaGuardia Lane/Quiet Meadow Subdivision

Pursuant to the provisions of Section 8-24 of the State Statues, the above-referenced proposed acquisition of land has been referred to the PZC for comment by the Town Manager. The Town is submitting a grant application to the Department of Energy and Environmental Protection (DEEP) Open Space and Watershed Land Acquisition Program to fund the acquisition of the Quiet Meadow Subdivision on LaGuardia Lane for Town open space. The subject property is an eight lot subdivision located on the east side of Dodd Road. The subdivision was approved in 2008 but has not yet been developed. The proposed acquisition does not include the house at 34 Dodd Road, which was technically the ninth lot of the subdivision.

The following information is provided for the PZC's consideration.

- The property being considered by the Town is 18.7-acres in size, is undeveloped, is situated in an RAR-90 zone and is located adjacent to Mansfield Hollow State Park and existing town open space that was dedicated as part of the subdivision.
- The property is identified as Interior Forest Tract and Wetland on Map 21 - *Existing and Potential Conservation Areas* in the Plan of Conservation and Development (POCD).
- The property meets the following Open Space Acquisition Priority Criteria identified in Appendix K of the POCD used to assist in evaluating open space acquisitions:
 - The property is identified as a potential conservation area on Map 21 of the POCD
 - The property would expand an existing preserved open space area
- The property is 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 ambiance of Mansfield's oldest settlement.
- The Open Space Preservation Committee reviewed this property at their November 22, 2011 meeting and recommended that the Town Council consider preservation of this property.

Summary/Recommendation

Based on open space priority criteria and mapping contained in Mansfield's Plan of Conservation and Development, Town acquisition of the LaGuardia Lane Property would promote goals set forth in Mansfield's Plan of Conservation and Development. It is recommended that the PZC notify the Town Council that the proposed acquisition of the LaGuardia Lane Property would promote Mansfield's Plan of Conservation and Development through protection of interior forest and improved access to existing preserved open space.

MINUTES
MANSFIELD PLANNING AND ZONING COMMISSION
Regular Meeting
Monday, June 18, 2012
Council Chamber, Audrey P. Beck Municipal Building

Members present: J. Goodwin (Chairman), B. Chandy, R. Hall, K. Holt (7:05 p.m.), G. Lewis, P. Plante, B. Pociask, K. Rawn, B. Ryan
Alternates present: V. Ward, S. Westa
Staff Present: Linda Painter, Director of Planning and Development

Chairman Goodwin called the meeting to order at 7:00 p.m., appointing Ward to act until Holt's arrival at 7:05 p.m.

Minutes:

6-4-12 Minutes: Hall MOVED, Ryan seconded, to approve the 6/4/12 meeting minutes as written. MOTION PASSED with all in favor except Plante and Pociask who disqualified themselves.

6-12-12 Field Trip Minutes: Ryan MOVED, Holt seconded, to approve the 6/12/12 field trip minutes as written. MOTION PASSED with Goodwin, Holt, Ryan and Westa in favor and all others disqualified.

Zoning Agent's Report:

The Zoning Agent's report was noted.

Old Business:

a. Special Permit for Cut/Fill Activities, Merrow Road Corn Maze, 3 Merrow Road, Mason Brook LLC/Christopher Kueffner, owner/applicant (PZC File #1309)

Chandy MOVED, Holt seconded, to approve to approve with conditions the Special Permit application (PZC File #1309) of Mason Brook, LLC, for the removal of approximately 4,200 cubic yards of gravel and associated regrading and drainage work, as described in the application dated April 23, 2012, including the statement of use and the Proposed Borrow Pit and Grading Plan dated April 17, 2012; and as presented at Public Hearings on 5/21/12 and 6/4/12. This approval is granted because the application as approved is considered to be in compliance with Article V, Section B (Special Permit Requirements), Article X, Section H (Sand and Gravel) and other provisions of the Mansfield Zoning Regulations, and is granted with the following conditions:

- 1) **Extent of Approval.** This approval authorizes the removal of approximately 4,200 cubic yards of gravel, and associated grading and drainage improvements as depicted on the Proposed Borrow Pit and Grading Plan. Any significant change in the site work as described in application submissions and at the Public Hearing shall require further PZC review and approval. Any questions regarding what constitutes a significant change shall be reviewed with the Zoning Agent and, as deemed necessary, the PZC.
- 2) **Waivers.** Pursuant to the requirements of Article X, Section H.4, the following waivers to application requirements have been granted as the information was not needed to determine compliance with the Regulations:
 - a) A-2 Survey and Location of Utility Poles (Article V, Section A.3.d)
 - b) Data Accumulation Plan (Article X, Section H.3.b)

- 3) **Plan Revisions.** The Proposed Borrow Pit and Grading Plan shall be revised to include the following information:
- a) Traffic Management Plan for days when construction activity is concurrent with use of the parking lot by customers for the business on the north side of Merrow Road
 - b) Requirement that all truck loads be covered, both on and off-site.
 - c) Measures to control wind erosion and dust from stockpiles
 - d) Locations of areas where excavation will exceed depth of 10 feet and 3 to 1 slope and safety measures for those areas.
 - e) Use of best management practices as recommended by the Department of Energy and Environmental Protection (DEEP) and the USDA Natural Resources Conservation Service for the application of manure, fertilizer or pesticide once the property is replanted and management of animal waste if livestock are to be kept on the property.
 - f) Requirement that the Town shall be informed by the applicant when excavation work is going to be done so that exposed soil conditions can be monitored. If necessary, the Assistant Town Engineer shall have the authority to raise the finished grade levels to ensure that current conditions for rainfall moving through the gravel to the underlying aquifer are maintained.
 - g) Identification of an alternative stockpile location that meets the 50 foot setback from the railroad right-of-way to be used until such time as written approval is received for the railroad for the stockpile locations adjacent to their right-of-way.
- 4) **Authorization from New England Central Railroad.** Pursuant to Article X, Section H.5.e, the applicant is required to obtain written approval for any excavation or stockpiles within 50 feet of the railroad right-of-way. As there are existing stockpiles within the 50 foot setback, it is not beneficial to prohibit all work on the site until such time as written consent is received. As such, there shall be no further grading or other excavation activity within 50 feet of the right-of-way of the Central Vermont Railroad (aka New England Central Railroad) other than the spreading of loam stockpiled in that area across other portions of the site/property in accordance with the Proposed Borrow Pit and Grading Plan until such time as written approval is received and confirmed by the Zoning Agent. Upon receipt of such approval, the Zoning Enforcement Officer may authorize excavation, grading and stockpiling activities within 50 feet of the railroad right-of-way.
- 5) **Erosion and Sedimentation Controls.** Erosion and sedimentation controls shall be installed where necessary as determined by the Assistant Town Engineer/Inland Wetlands Agent, including an anti-tracking pad at the entrance to the site off of Merrow Road.
- 6) **Topsoil.** All disturbed areas shall be covered with a minimum of 6 inches of topsoil and revegetated as per regulatory requirements and application submissions. No topsoil shall be removed from the site without prior authorization.
- 7) **Bonding.** Due to the agricultural nature of the subject application and the adequacy of submitted plans, no site development bonding shall be required at this time. The PZC reserves the right to require bonding if site development problems arise.
- 8) **Validity.** This permit shall not become valid until the applicant obtains the special permit form from the Planning Office and files it on the Land Records. If the subject excavation and site restoration work are not completed by 7/1/2013, renewal of this Special Permit shall be required.

MOTION PASSED UNANIMOUSLY.

b. **Request for release and capping of bond escrow funds for Freedom Green (PZC File #636-4)**
Item is tabled pending staff review.

c. **Gravel Permit Renewals**

Holt MOVED, Ryan seconded, that the public hearings for the purpose of reviewing requests for the renewal of special permits for earth removal be scheduled for July 16, 2012. MOTION PASSED UNANIMOUSLY. The current permit period ends August 7, 2012.

New Business:

**Holt MOVED, Pociask seconded, to add to New Business two items: Field Trip for Beacon Hill Estates Section II, and the Pending Right to Farm Ordinance. MOTION PASSED UNANIMOUSLY.

a. **Request to Modify Building Area Envelope, Lot 16 Beacon Hill Estates, PZC File #1214-2**

Pociask MOVED, Ryan seconded, that the Planning & Zoning Commission approve the proposed revision to the Building Area Envelope for Lot 16 of the Beacon Hill Estates Subdivision, as described in the 6/6/12 request from Spring Hill Properties, LLC., and shown on a plan dated 6/5/12, subject to the condition that the stone walls be retained pursuant to Section 7.7 of the Subdivision Regulations. This revision will not affect neighboring properties, natural or manmade features or the overall character of the subdivision. This action shall be noticed on the land record. MOTION PASSED UNANIMOUSLY.

b. **Application to amend the Zoning Regulations, Article VII, Section 5.2; Article VIII; and Article X, Section A.4.d- M. Healey-applicant, PZC File #1310**

Holt MOVED, Ryan seconded, to receive the application submitted by Michael C. Healey to amend Article VII, Section 5.2; Article VIII, and Article X, Section A.4.d of the Mansfield Zoning Regulations, File #1310, as submitted to the Commission, and to instruct the applicant to work with staff on final wording prior to advertising, and to refer said application to WINCOG and the Town Attorney for review and comment, and to set a Public Hearing for August 6, 2012. MOTION PASSED UNANIMOUSLY.

c. **8-24 Referral-LaGuardia Lane/Quiet Meadow Subdivision**

Holt MOVED, Hall seconded, that the PZC notify the Town Council that the proposed acquisition of the LaGuardia Lane Property would promote Mansfield's Plan of Conservation and Development through protection of interior forest and improved access to existing preserved open space. MOTION PASSED UNANIMOUSLY. } *

d. **8-24 Referral-School Building Project**

After extensive discussion, Plante MOVED, Pociask seconded, to table this item. MOTION FAILED with Plante, Pociask, Holt and Chandy in favor and Rawn, Hall, Lewis, Ryan and Goodwin opposed. Then Rawn MOVED, Hall seconded, RESOLVED, that the Planning and Zoning Commission of the Town of Mansfield approves the following project with respect to the Town's elementary and middle schools, pursuant to Section 8-24 of the General Statutes of Connecticut, consisting of:

1. The closure and demolition of the Dorothy C. Goodwin Elementary School and the Annie E. Vinton Elementary School, and the construction and equipping of a new elementary school on each of these sites, including, if necessary or desirable to accommodate the new school design, the purchase of land adjacent to either of these sites, and including related work and improvements;;
2. Select heavy renovations to the Mansfield Middle School, including but not limited to roof and window replacements, installation of solar panels, and the replacement of modular classrooms, and related work and improvements; and

3. The closure of the Southeast Elementary School, the future use of which is undetermined at this time; and

provided that this resolution is for approval of conceptual plans only. Each project is subject to and shall comply with all applicable zoning, site plan, subdivision, inland wetland and other laws, regulations and permit approvals, and this resolution shall not be a determination that any such project is in compliance with any such applicable laws, regulations or permit approvals. MOTION FAILED with Rawn, Lewis and Ryan in favor and Plante, Pociask, Hall, Goodwin, Holt, and Chandy opposed.

e. **UConn Technical Park-Jurisdiction**

Linda Painter, Director of Planning and Development, reviewed her memo and an opinion letter from an Assistant Attorney General regarding a project that is similar to the proposed Technology Park. After extensive discussion, the consensus of the Commission was, it does not believe it has jurisdiction over the project but it strongly encourages the Town of Mansfield to work with the University to ensure the Town has adequate sewer and water capacity for the future development in town that is likely to occur as a result of the Technology Park.

f. **Consideration of Cancelling the July 2, 2012 Regular Meeting**

Holt MOVED, Hall seconded, that the Planning and Zoning Commission cancel the July 2, 2012 and August 20, 2012 regular meetings of the Planning and Zoning Commission. MOTION PASSED UNANIMOUSLY.

g. **Field Trip Scheduling**

Staff recommended scheduling a field trip for Beacon Hill Estates Section II. It was agreed to schedule a field trip for July 10th at 3:30 p.m. If any new IWA items come in on July 16th, another field trip will be scheduled for July 24th.

h. **Proposed Right to Farm Ordinance**

Goodwin suggested that the Commission write a letter in support of the Right to Farm and Agricultural Tax Incentive Ordinances presently before the Town Council for action, as these proposed ordinances are consistent with, and support, the Commission's work in protecting and promoting agriculture. PZC members asked staff to provide samples of such ordinances used by other towns.

Reports from Officers and Committees:

Vera Ward noted that the next meeting of the Regulatory Review Committee will be Wednesday, June 27th at 1:15 p.m. in Conference Room C. She invited any interested members of the PZC to attend.

Communications and Bills:

Noted.

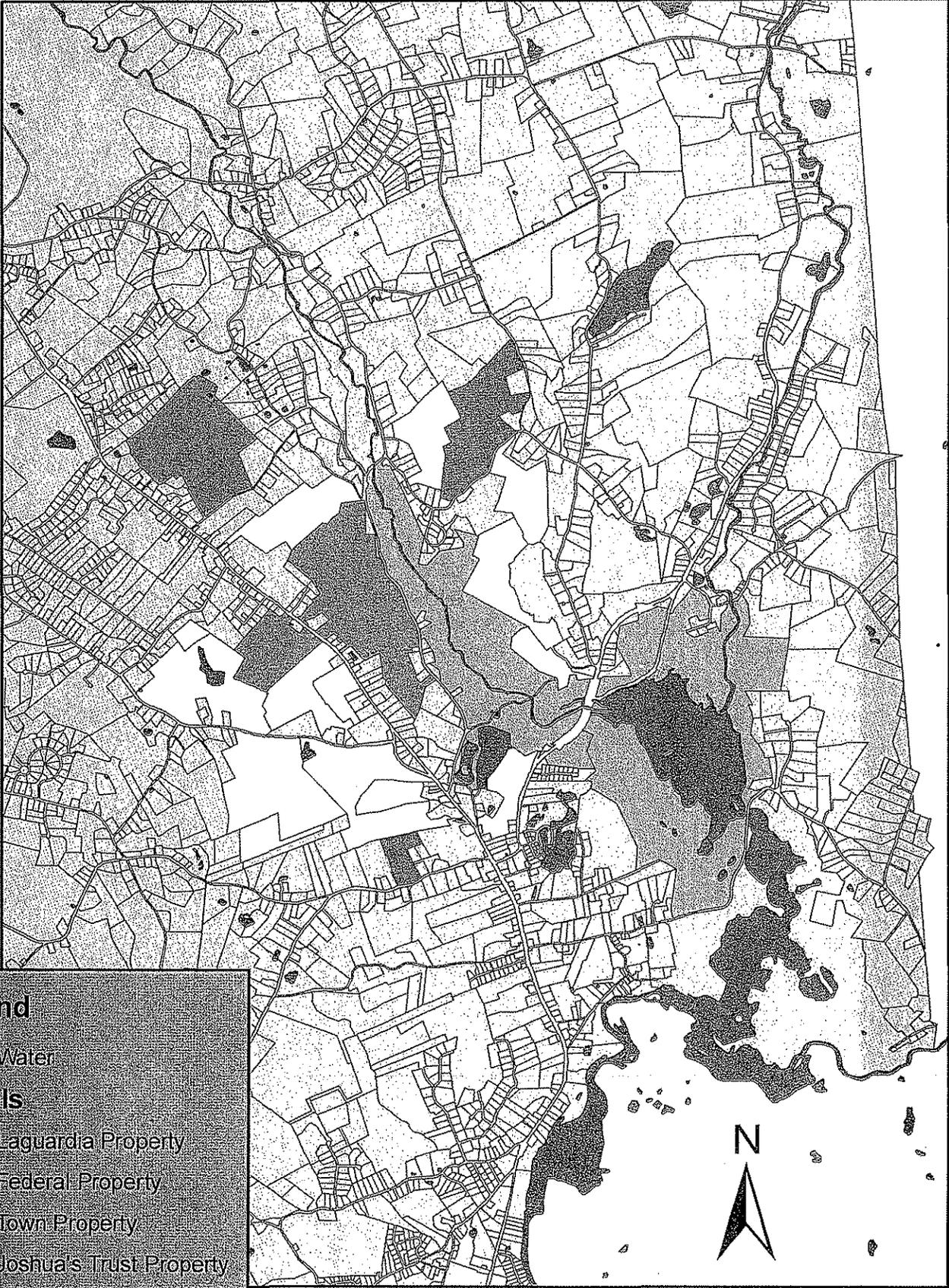
A Field Trip was scheduled for July 10 at 3:30 p.m.

Adjournment: The meeting was adjourned at 8:37 p.m. by the chairman.

Respectfully submitted,

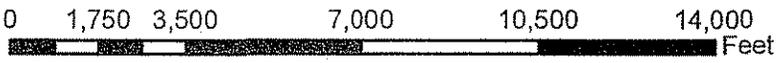
Katherine Holt, Secretary

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





**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; Linda Painter, Director of Planning and Development
Date: October 28, 2013
Re: Water Supply Project/Letter of Intent (LOI) with Connecticut Water Company (CWC)

Subject Matter/Background

In consultation with the Town, the University of Connecticut has selected the Connecticut Water Company (CWC) to provide additional potable water supply to serve University and municipal needs, and to assume responsibility for providing potable water to the University's off-campus customers. The University and the CWC have executed a Letter of Intent (LOI) (see attached) to outline the primary terms of a Definitive Agreement to be executed by the parties not later than December 31, 2013.

I have attached for your consideration the proposed Letter of Intent (LOI) between the Town and the CWC, which we reviewed at your special meeting on October 23, 2013. Similar to the transaction between UConn and the CWC, the primary terms outlined in the Mansfield/Connecticut Water LOI will become the basis of a Definitive Agreement, to be executed by December 31, 2013.

It is rare for a public regulated water utility such as Connecticut Water to have an agreement with the local municipality. The CWC owns and operates systems in 56 Connecticut municipalities and does not have an agreement such as we are contemplating here with a single one of those cities and towns. However, I believe it makes sense for the Town to enter into an agreement with the CWC, for some key reasons. For one, the agreement would allow the Town to advance our interests in the water supply project, in areas such as the design and construction of the system, the ownership, operation and maintenance of the system, system capacity and expansion, the water system advisory committee and best management practices, among others. Second, the agreement would provide the Town with the opportunity to transfer its limited water supply assets to the CWC, which would assume responsibility for the operations, maintenance and other liabilities associated with that infrastructure. And, third, the agreement would allow the Town to help guarantee preferred pricing for existing CWC

customers, to the benefit of our residents, businesses and municipal facilities that are served by the system.

Heading into the negotiation of the LOI, the Town solicited input from key commissions and advisory committees (see summary attached). We have incorporated most of the suggestions we received, with the understanding that we will flesh out more of the detail in the Definitive Agreement.

The CWC is preparing a response to the questions from the public that we received at the Council's special meeting on October 23, 2013. Upon receipt, I will distribute this communication to the Council and post it on the Town's website as a supplement to this agenda item.

Financial Impact

As stated in the LOI, Connecticut Water will bear the cost to provide the pipeline and related infrastructure to distribute potable water to serve Mansfield and the University of Connecticut. The CWC will also bear the financial responsibility associated with owning and operating this infrastructure.

With respect to ratepayers, the CWC has agreed to honor existing rates for existing customers, including municipal customers. In addition, the LOI between the University and Connecticut Water provides the CWC with an irrevocable license to use, maintain, repair and replace infrastructure to serve the Town and states that UConn will not assess a "wheeling" fee to Connecticut Water to serve customers within Mansfield.

Legal Review

The Town's special legal counsel for this project, Attorney Bruce Tobey from the firm of Pannone, Lopes, Devereaux & West LLC, has taken a lead role in negotiating the terms of the LOI with the CWC.

Recommendation

Our special legal counsel and I recommend that the Town Council authorize me to execute the proposed LOI with the CWC. We believe that the LOI advances the Town's interests in the water supply project and serves to protect Mansfield customers. The LOI would form the basis of a comprehensive Definitive Agreement.

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

Move, effective October 28, 2013, to authorize the Town Manager to execute the attached Letter of Intent between the Town of Mansfield and the Connecticut Water Company, concerning the provision of water utility service to the Town.

Attachments

- 1) Proposed Mansfield/CWC LOI
- 2) Key Provisions of LOI with Mansfield
- 3) Summary of Rates and Charges
- 4) UConn/CWC LOI
- 5) Key Provisions of LOI with UConn
- 6) Consolidated Committee Draft Comments
- 7) PZC Comments re: CWC Proposal
- 8) CWC Pipeline Route Options
- 9) Summary of Regulatory Oversight Provisions
- 10) CWC Rules and Regulations

Town of Mansfield, Connecticut Stationery

October [], 2013

Eric W. Thornburg
President and CEO
Connecticut Water Company
93 West Main Street
Clinton, Connecticut 06413

Re: Town of Mansfield Water Supply Project

Dear Mr. Thornburg:

The Town of Mansfield, Connecticut, acting by and through its Town Council ("Town"), submits this non-binding letter of intent ("LOI") to provide water utility service to the Town of Mansfield (the "Project") from the Connecticut Water Company ("CWC"). The Town and CWC are individually referred to as "Party" and collectively referred to as "Parties."

In making this submittal, the Parties rely upon the following assumptions:

1. The Parties desire to enter into this LOI to serve as the basis for commencing negotiation of a definitive agreement for the provision of water utility service to the Town of Mansfield (the "Definitive Agreement");
2. The Parties agree to work cooperatively to prepare an initial draft of the Definitive Agreement;
3. The execution of any Definitive Agreement would be subject to the approval of the Town Council; and
4. The Parties intend not to be bound by this LOI (except for paragraphs 17 and 18) or any Definitive Agreement unless and until it is executed by both Parties; and

Subject to those assumptions and reservations and based on the information now available to it, the Town therefore proposes that the Parties agree that the negotiated Definitive Agreement would include the following terms:

1. The System

- a. The System shall be comprised of existing Town water distribution infrastructure set forth in "Schedule A" attached hereto ("Existing Infrastructure"), existing University of Connecticut ("UCONN") water distribution infrastructure ("UCONN System"), new water supply infrastructure contemplated by the EIE ("EIE Infrastructure") and any future capacity upgrades made by Connecticut Water to meet system demands pursuant to CWC's Water Supply plan, as amended to reflect service to the Town of Mansfield and the University.
- b. The EIE Infrastructure consists of the following:
 - i. *Town Connection* - Subject to routing decisions based upon considerations such as the EIE, land use, and hydraulics, CWC shall be responsible, at its sole cost, to provide the infrastructure necessary to distribute potable water as described in this LOI. Such connection shall ensure flow to meet immediate public health and redevelopment needs of the Town of Mansfield.
 - ii. *Western System Improvements* - Source of supply enhancements anticipated by CWC's Water Supply Plan, as revised to reflect the projected demands for the Town of Mansfield and UCONN, as appropriate.
- c. The Parties shall define within the Definitive Agreement the initial areas to be served by CWC. Subsequent expansions of the service area will be undertaken in consultation with the Advisory Committee referred to in paragraph 8 of this LOI. The Definitive Agreement will harmonize any limitations on service areas with CWC's obligations under Section 16-20 of the General Statutes.
- d. CWC will be required to provide an adequate supply of Water to address demands in the community consistent with the EIE, Town's Water Supply Plan, Town's Plan of Conservation and Development, Town's zoning regulations, fire suppression needs and in strict conformance with applicable requirements of the state Department of Public Health ("DPH") and the Public Utilities Regulatory Authority ("PURA"). There would be no "take or pay" obligation in a Definitive Agreement.
- e. The Definitive Agreement would provide a process for the Parties to regularly apprise each other of anticipated changes in water supply or demand volumes in order to minimize over-estimation or under-estimation of infrastructure capacity needs. The parties would agree to cooperate to ensure that margin of safety quantities are not required to be duplicated in water supply plans of the Parties or under any other DPH regulatory obligations.

2. Design and Construction of EIE Infrastructure

- a. The Parties would confer with each other and UCONN to establish the water supply pipeline route, and prepare a drawing of such route as an exhibit to the Definitive Agreement.
- b. CWC would design and construct the pipeline and any system improvements in compliance with all applicable requirements of state and federal law and CTDPH

Guidelines for the Design and Operation of Public Water System Treatment, Works, and Sources, and standards incorporated therein by reference.

- c. CWC, at its sole cost, shall design, permit, construct, start-up, test, operate and maintain the EIE Infrastructure in conformity with applicable law and regulations (including Town development laws), prudent industry practices and the requirements of the Agreement between CWC and UCONN.
 - d. CWC shall hold monthly progress meetings at which the Town can participate and receive access to information regarding the design and construction of EIE Infrastructure and its consistency with the EIE. CWC will respond to comments and concerns made by Town.
 - e. The Town shall have the right, but not the obligation, to observe and inspect construction of the EIE Infrastructure at any reasonable time. The Definitive Agreement will detail the Town's inspection rights and requirements, and CWC's obligations during construction of the EIE Infrastructure.
 - f. The Town shall have the right to review information regarding the construction of the EIE Infrastructure to the extent reasonably necessary to confirm the Company's compliance with the Definitive Agreement's requirements.
 - g. CWC will comply with testing standards, and the Town shall have the right to observe such testing, in the construction of the EIE Infrastructure in conformance with DPH and PURA requirements.
 - h. Upon achievement of the date upon which CWC serves the Town written notice of completion of construction and testing of the EIE Infrastructure ("Completion Date"), CWC shall provide Water service to non-UCONN water customers ("Customers") in accordance with the Definitive Agreement.
3. Regulatory Oversight
- a. CWC is subject to regulatory oversight by state and federal agencies including but not limited to the DPH with regard to the purity and adequacy of its supplies; by the Department of Energy and Environmental Protection (DEEP) regarding water resources and environmental permitting, and PURA with respect to rates and quality of service. Customers in the Town of Mansfield shall be afforded all the rights and protections available to all Connecticut Water customers as a result of such oversight. A summary of applicable laws and statutory references shall be included as an exhibit in the Definitive Agreement.
 - b. CWC has in effect "Rules and Regulations" as approved and may be amended subject to PURA approval that provide information for customers including but not limited to the general rules; applications and transfers of service; rules for meters, services, equipment, as well as details regarding billing, collection and denial or termination of service. The current Rules and Regulations will be included as an exhibit in the Definitive Agreement.
 - c. CWC has a Main Extension Agreement, as approved by PURA, that stipulates the construction standards and financial terms and conditions for any customer funded main extensions, a copy of which shall be included as an exhibit in the Definitive Agreement.

4. Ownership, Operation and Maintenance of the System
 - a. CWC will operate, maintain, service and repair (“OM”) all Existing Infrastructure and any EIE Infrastructure lying within the Town beginning as of the Completion Date of capital improvements for supplying water to the point of delivery specified in the UCONN Definitive Agreement.
 - b. CWC shall OM the System at its sole cost in accordance with applicable laws and regulations.
 - c. CWC shall take title to Existing Town and University Infrastructure upon it being fully depreciated, or its repair or replacement by CWC, whichever first occurred.
 - d. CWC shall immediately take title to all EIE Infrastructure.
 - e. On and after the Completion Date and before the transfer of ownership, the Town will grant CWC an irrevocable license to use the Existing Infrastructure to serve Existing and New Customers in Mansfield.

5. System Capacity and Expansion
 - a. CWC would agree not to permit customer connections in Mansfield unless that Customer first obtains any required Town approvals, including those required pursuant to local zoning and planning ordinances.
 - b. CWC would agree not to permit customer connections to EIE infrastructure that would violate any connection restriction or conflict with the 2013 State Plan of Conservation and Development as set forth in the University’s Record of Decision under CEPA as approved by the Office of Policy and Management (OPM) except as directed by PURA when such connection would conflict with the company’s obligations under section 16-20 of the CGS with timely notice of initiation of such proceedings to OPM, the University, and the Town.
 - c. CWC shall notify the Director of Planning and Development and the Water System Advisory Committee of any new service requests.
 - d. CWC shall provide the capital for the pipeline infrastructure for the route indicated in the Definitive Agreement with no assessment to the Town or customers in Town for such pipeline infrastructure.

6. Water Quantity, Quality and Pressure
 - a. Subject to the Force Majeure provision of the Definitive Agreement, CWC shall provide water of a quality meeting or exceeding those standards for quality of drinking water established by the Connecticut Department of Public Health pursuant to Section 19a-36 of the Connecticut General Statutes, as amended, as currently set forth in Section 19-13-B102 of the Regulations of Connecticut State Agencies (“Potable Water”).

7. Water Rates and Charges
 - a. CWC would charge any existing billed customer of record served by the University as of the Completion Date (“Existing Customers”) at a rate equal to the water commodity charge and basic service charge then charged to those Existing Customers by the University for the applicable customer class until those rates are

adjusted by the same dollar amount thereafter approved at any future CWC rate cases before the Public Utilities Regulatory Authority ("PURA").

- b. CWC would charge any new billed customer of record and any customer requesting an initial service connection made after the Completion Date ("New Customers") at a rate equal to the water commodity charge and basic service charge for similarly defined CWC customers as approved by PURA.
- c. CWC would charge the Town for any facilities it owns and operates at the Public Authority Rate plus applicable Public Fire Protection charges. Existing Town facilities would be charged based on the charges for Existing Customers of the University and any new Town facilities would be charged at the CWC approved rate for its Public Authority customers.
- d. Existing and New customers in Mansfield shall be subject to applicable PURA-approved surcharges or surcredits at the same percentage basis as other CWC customers.
- e. CWC rates and charges established under a Definitive Agreement would be subject to PURA approval. A schedule of the charges defined in this agreement will be included as an exhibit in the Definitive Agreement.
- f. Parties shall use all reasonable efforts to advocate to the PURA the rate treatment contemplated by the Definitive Agreement.

8. Water System Advisory Committee

- a. CWC shall commit to the establishment of a Water System Advisory Committee ("Committee") comprised of representatives of the Town, UCONN, regional representatives and other key stakeholders that would advise regarding Water service and the System's operation, expansion or integration.
- b. CWC is obligated to consult with the Committee in regards to any System expansion or improvement within the Town. The Committee shall also make recommendations of Best Management Practices (as defined herein), including water conservation programs and CWC shall work cooperatively with the Committee in the implementation thereof.

9. Best Management Practices

- a. During non-emergency phases of the CWC Emergency Contingency Plan, such as a water supply advisory, watch or warning, the Town would work cooperatively with CWC to encourage customers in the community to reduce water use consistent with the Plan. CWC shall support and assist the Town in implementing zoning, wetland and similar plans of development to mitigate development pressures in targeted areas consistent with the OPM approval of the EIE, provided that such support and assistance can be harmonized with CWC's obligations under section 16-20 of the General Statutes.
- b. CWC shall install, at its sole expense, meters for any new Connecticut Water customers requesting water service.

- c. CWC shall support efforts to employ water conservation practices using flow reducers and aerators, shutoff valves, leak detection systems and water reuse and reclamation. In consultation with its advisory committee, CWC shall explore the provision of customer education programs and related financial incentives to encourage customers to reduce water consumption.

10. Record Keeping, Reporting

- a. CWC shall comply with applicable statutes and regulations regarding maintaining records, reporting and meter testing. Although CWC is not subject to the Connecticut Freedom of Information Act, it will use reasonable efforts to assist the Town in complying with its obligations under that law, as applicable to records created under the terms of the Definitive Agreement.

11. Regulatory Permits, Licenses and Approvals

- a. CWC shall, at its sole cost, be responsible for all filings, applications and reports necessary to obtain the permits, licenses and approvals required to be made, obtained and maintained by CWC for the construction and operation of the system.
- b. CWC shall apply for and be solely responsible for legal, engineering, consulting, administrative fees and other costs and expenses arising in connection with securing required authorizations, approvals, and permits from governmental authorities, including but not limited to PURA, DPH, DEEP, state Department of Transportation and other applicable agencies for all required regulatory approvals.
- c. CWC would obtain the necessary easements and rights-of-way for construction and operation of the Project all at its sole cost and expense. The Town would provide CWC with the necessary easements and rights-of-way for CWC's construction and operation of Project on Town property.
- d. With respect to permitting, zoning approvals, right-of-way access and public information, the Town shall cooperate with CWC, as necessary, appropriate and in conformance with federal, state and local law and regulation. This condition notwithstanding, the Town shall have no responsibility or liability regarding such activities of CWC.

12. Property Taxes

- a. CWC shall be liable for property or any other tax with respect to any portion of the System owned by CWC.

13. Protections for the Town Regarding Continuous Provision of Water Service

- a. Subject to the terms of the Definitive Agreement, CWC shall be authorized and obligated to provide water service for current and future customers in the Town of Mansfield in accordance with all applicable state and local regulatory provisions.
- b. CWC shall be responsible to meet the current and future public water supply needs for Mansfield meeting the PURA standards for service at PURA approved rates. If the company fails to meet its regulatory obligations, they would be subject to any applicable enforcement actions by the agencies and the Town may

petition PURA under Sections 16-10a or 16-20 of the CT General Statutes. If following their investigation, the Authority finds that the company has failed to provide service which is adequate to serve the public convenience and necessity of any town, it may revoke the Company's franchise in the town, or any portion thereof, or make such other order as may be necessary to provide such service.

- c. At the time a Water Utility Coordinating Committee is convened pursuant to Section 25-32c through 25-32j of the CGS, CWC would seek and the Town would support the designation of the Exclusive Service Area in Mansfield to CWC, except for those areas served at that time by other regulated public water supply systems subject to CWC's fulfillment of its obligations to be performed under the Definitive Agreement and pursuant to the terms to be set forth therein.
- d. The agreement between CWC and UCONN provides that at the time of the University's acceptance of CWC's Completion Date notice, the University will deliver to CWC an irrevocable license for CWC to use, maintain, repair or replace off-campus infrastructure as required to serve the Town of Mansfield. There would be no fee associated with such use of the infrastructure except that the Parties agree to confer and identify those costs, expenses and operational requirements that may result to the University system relating to any proposed extension of the infrastructure to serve customers outside of the Town of Mansfield after the Point of Connection.
- e. Any proposed sale or transfer of CWC would be subject to approval by PURA and the successor would be obligated to meet any and all obligations regarding service to the Town and its customers. The Town and any customers therein would have the right to participate in the proceeding, including seeking intervenor status, providing input at the hearings on the matter, and requesting any specific terms or conditions of such sale or transfer to protect the interests of the customers.

14. Definitive Agreement Approval Requirements

- a. CWC and Town would agree that the execution of any Definitive Agreement would be subject to the approval of the Town Council.
- b. CWC and Town would agree that the obligations of the Definitive Agreement would be subject to specified conditions precedent including but not limited to receipt of all required regulatory permits and approvals.

15. Dispute Resolution

- a. The Parties shall commit to establish an alternative dispute resolution process, provided that such process shall be consistent with PURA's jurisdiction under state law.

16. Definitive Agreement Assignment

- a. Neither Party can assign the Definitive Agreement without the prior written approval of the other Party, such approval not to be unreasonably withheld.

17. Non-Binding Effect of LOI

- a. The proposed elements and terms of the Definitive Agreement outlined herein are not intended to be legally binding on either Party. The Parties shall only be bound if and when a Definitive Agreement has been negotiated, approved and executed by the Parties. No past or future action, course of conduct, or failure to act relating to the possible transaction or relating to the negotiation of any Definitive Agreement will give rise to or serve as a basis for any obligation or other liability on the part of either of the Parties.

18. Miscellaneous Provisions

- a. Entire Agreement. The binding paragraphs of this LOI, Paragraph 17 (Non-Binding Effect of LOI) and Paragraph 18 (Miscellaneous Provisions), shall supersede all prior agreements, whether written or oral, between the Parties with respect to its subject matter and constitute a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter.
- b. Modification. This LOI may only be amended, supplemented or otherwise modified by a writing executed by the Parties.
- c. Governing Law. All matters relating to or arising out of this LOI and the rights of the Parties (sounding in contract, tort or otherwise) will be governed by and construed and interpreted under the laws of the State of Connecticut, without regard to conflicts of laws principles that would require application of any other law.
- d. Counterparts. This LOI may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. A manual signature on this letter whose image shall have been transmitted electronically will constitute an original signature for all purposes.
- e. LOI Termination. The binding paragraphs of this LOI, Paragraph 17 (Non-Binding Effect of LOI) and Paragraph 18 (Miscellaneous Provisions), will automatically terminate upon the earliest of the following (the "LOI Termination Date"): (i) December 31, 2013, or (ii) execution of the Definitive Agreement by both of the Parties unless otherwise extended by mutual agreement by both of the Parties; provided, however, that the termination of the binding provisions will not affect the liability of a party for breach of any of the binding provisions prior to the termination. Upon termination of the binding provisions, the Parties will have no further obligations under this letter, except Paragraph 18 (Miscellaneous Provisions) will survive such termination.
- f. Expenses. It is agreed that each Party shall bear its own legal, accounting, engineering, consulting, and other expenses in connection with the negotiation, documentation, and execution of a Definitive Agreement whether or not such an agreement is executed.

Eric W. Thornburg
October [], 2013

This LOI is intended to be a non-binding letter of intent providing a basis for negotiating the Definitive Agreement, excepting Paragraph 17 (Effect of Letter) and Paragraph 18 (Miscellaneous Provisions) which shall be binding on the Parties.

If you are in agreement with the foregoing, please sign and return one copy of this letter, which thereupon will constitute our understanding with respect to its subject matter.

Very truly yours,

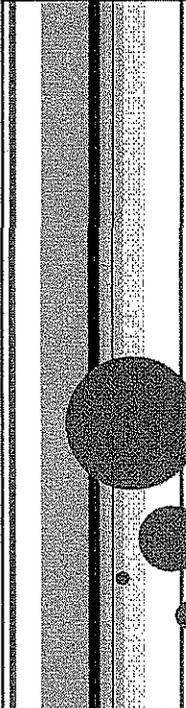
Agreed to on behalf of Connecticut Water Company as to Paragraphs 17 (Non-Binding Effect of LOI) and 18 (Miscellaneous Provisions).

By: _____
Name: Eric W. Thornburg
Title: President and CEO
Connecticut Water Company

By: _____
Name: Matthew Hart
Title: Town Manager
Town of Mansfield

Eric W. Thornburg
October [], 2013

Town of Mansfield, Connecticut – Connecticut Water Company
Non-binding Letter of Intent
SCHEDULE A
Town Existing Infrastructure



KEY PROVISIONS OF LOI WITH MANSFIELD

CWC TO BE PROVIDER OF WATER UTILITY SERVICE IN TOWN OF MANSFIELD

- o CWC assumes all rights, responsibilities and regulatory obligations as a regulated public water utility in the community
- o Will provide adequate supplies to meet current and projected needs and operate and maintain the system in accordance with all state and federal regulatory requirements.
- o Regulatory oversight provides a transparent public process for decisions and information related to permits or compliance is readily available from the agencies.



Key Provisions of LOI with Mansfield

CWC AND UCONN SYSTEMS WILL BE INTEGRATED AND OPERATIONALLY DEPENDENT

- o Will have contractual provisions to ensure the continued operations of the system to serve off campus including:

- o University will provide CWC an irrevocable license for CWC to use, maintain, repair or replace off-campus infrastructure as required to serve Mansfield.

Key Provisions of LOI with Mansfield

CWC AND UCONN SYSTEMS WILL BE INTEGRATED AND OPERATIONALLY DEPENDENT

- o If at any point in the future, the agreement with CWC and UCONN is terminated, any remaining off campus university-owned infrastructure would transfer to CWC so they could continue to serve customers in Mansfield.

- o No fee associated with such use of the infrastructure **except** if CWC proposes to use the infrastructure to serve customers outside of Mansfield
 - CWC and UCONN agree to confer and identify those costs, expenses and operational requirements that may result to the University system relating to such proposed extension.

Key Provisions of LOI with Mansfield

WATER SYSTEM ADVISORY GROUP

- o Representatives of the Town, UCONN, regional representatives and other key stakeholders to advise CWC
 - water service and the system's operations,
 - expansion or integration
 - recommended Best Management Practices, including water conservation programs.

Key Provisions of LOI with Mansfield

RATES AND CHARGES (SECTION 7)

- All rates and charges of regulated water company subject to PURA approval
- Rate proceedings are public process with opportunity for Town and/or individual customers to participate in proceeding
- Customers directly notified of any pending general rate proceeding and given notice of hearings and opportunity to comment

Key Provisions of LOI with Mansfield

RATES AND CHARGES (SECTION 7)

- o **Basic Service charge** – a daily rate which covers the cost associated with basic operation, billing and customer service.

The size of water meter determines the amount of the Basic Service charge. Residential customers usually have the smallest meter, 5/8 inch, while larger water users can have meters ¾ inch or larger.

- o **Water Commodity or Usage** – the number of gallons used, rounded to the last full thousand used, multiplied by CWC's approved rates (in rate schedule as rate per 1000 gallons).
- o **PURA Approved Surcharges or Credits** – Applied as approved by PURA to all customers on a percentage basis of the total bill for basic service charge and commodity charge. An explanation is provided on the customer bill for any surcharge or credit.

Key Provisions of LOI with Mansfield

PURA APPROVED SURCHARGES

- o **Water Infrastructure and Conservation Adjustment (WICA)** - recovers PURA authorized investments in pipe line replacement and conservation projects between general rate cases.
 - Typically done as semi-annual adjustments
 - maximum WICA allowed by the law is 5% per year or a maximum of 10% between general rate case filings.
 - CWC has historically had about a 2% per year WICA charge based on the level of investment.
- o **Revenue Adjustment** - Authorized by a 2013 Connecticut law, this mechanism is intended to support water conservation by allowing water utilities to adjust rates annually to recover the revenues PURA approved at the time of their last rate general rate proceeding.
 - Adjustment could be a surcharge or credit depending on the amount of revenues collected in a calendar year.
 - company must submit the details to PURA for approval annually before an adjustment is applied to customers' bills.

Key Provisions of LOI with Mansfield

PURA APPROVED SURCHARGES

- o **Repair Tax Credit** – As of April 1, 2014 the company will apply a credit to all CWC customers' bills
 - return to customers over a 2 year period the benefit of a one-time federal tax refund as a result of a clarification of Federal tax rules regarding Repair Tax Deductions.
 - The Company estimates the amount of the tax refund that will be shared with customers in the form of a rate reduction over the 2 year period will be approximately \$10 million, or approximately 6% of currently authorized rates.

Key Provisions of LOI with Mansfield

RATES FOR MANSFIELD CUSTOMERS (SECTION 7)

- o Rates and charges for any existing water customers in Mansfield based on current UCONN rates
- o Rates and charges for any new customers would be charged CWC rates.
- o CWC would charge the Town for any facilities it owns and operates at the Public Authority Rate and any applicable surcharges or credits plus Public Fire Protection charges. Rates for existing set based on UCONN rates and new town facilities at CWC rate.
- o The rate schedule is subject to PURA approval.

Key Provisions of LOI with Mansfield

RATE SCHEDULE FOR MANSFIELD CUSTOMERS

<i>Commodity Charge</i>	Current UCONN Rates per 100 cu ft	Current UCONN Rates per 1000 gals	CWC Base Rates per 1000 gals
Residential	3.05	4.078	7.34
Commercial	3.05	4.078	6.424
Industrial	3.05	4.078	5.464
Public Authority	3.05	4.078	6.025
<i>Basic Service Charge/Quarter</i>			
5/8" Meter	25.00	25.00	28.83
3/4" Meter	25.00	25.00	43.24
1" Meter	25.00	25.00	72.06

Key Provisions of LOI with Mansfield

SAMPLE RESIDENTIAL WATER BILL CALCULATION

Typical Residential Customer Bill (Quarterly)		CWC Rates for Existing Non-University	CWC Rates for New Non-University
5/8" meter @ 15,000 gal/qtr Usage			
Commodity Charge	15 x commodity charge	61.17	110.10
Meter Charge		25.00	28.83
Total Bill Subject to Surcharge		86.17	138.93
Current WICA Surcharge @ 8.09%		6.97	11.24
TOTAL QUARTERLY BILL		93.14	150.17

Key Provisions of LOI with Mansfield

SAMPLE COMMERCIAL WATER BILL CALCULATION

Typical Commercial Customer Bill (Monthly)		CWC Rates for Existing Non- University	CWC Rates for New Non- University
3/4" meter @ 50,000 gal/month Usage			
Commodity Charge	50 x commodity charge	203.89	321.20
Meter Charge		8.33	14.41
Total Bill Subject to Surcharge		212.23	335.61
Current WICA Surcharge @ 8.09%		17.17	27.15
TOTAL MONTHLY BILL		229.39	362.76

Key Provisions of LOI with Mansfield

CWC REGULATORY OVERSIGHT (SECTION 3)

- o Actions handled in a public process
- o Information related to permits or compliance is readily available from the agencies
- o The primary regulatory oversight:
 - DPH with regard to the purity and adequacy of its supplies;
 - DEEP regarding water resources and environmental permitting;
 - PURA with respect to rates and quality of service.

Key Provisions of LOI with Mansfield

CWC REGULATORY OVERSIGHT (SECTION 3)

- o Customers in the Town of Mansfield shall be afforded all the rights and protections available to all Connecticut Water customers as a result of such oversight.
- o A summary of applicable laws and statutory references shall be included as an exhibit in the Definitive Agreement.

Key Provisions of LOI with Mansfield

CWC RULES AND REGULATIONS

- o CWC has in effect "Rules and Regulations" as approved and may be amended with PURA approval
- o Provide information for customers
 - general rules;
 - applications and transfers of service;
 - rules for meters, services, equipment,
 - details regarding billing, collection and denial or termination of service.

Key Provisions of LOI with Mansfield

RATES AND CHARGES (Section 7)

Bills for water service are based on three charges:

- ❖ **Basic Service charge** – a daily rate which covers the cost associated with basic operation, billing and customer service. The size of your water meter determines the amount of the Basic Service charge. Residential customers usually have the smallest meter, 5/8 inch, while larger water users can have meters 3/4 inch or larger.
- ❖ **Water Commodity or Usage** – the number of gallons used, rounded to the last full thousand used, which is multiplied by Connecticut Water's approved rates (shown in rate schedule as rate per 1000 gallons).
- ❖ **PURA Approved Surcharges or Credits** – Applied once approved by PURA to all customers on a percentage basis of the total bill for basic service charge and commodity charge. An explanation is provided on the customer bill for any surcharge or credit. The most common surcharges are:
 - **WICA or Water Infrastructure and Conservation Adjustment** - WICA recovers PURA authorized investments in pipe line replacement and conservation projects between general rate cases. These are typically done as semi-annual adjustments with the maximum WICA surcharge allowed by the law is 5% per year or a maximum of 10% between general rate case filings. Historically, CWC has generally had about a 2% per year WICA charge based on the level of investment.
 - **Revenue Adjustment** - Authorized by a new law enacted in Connecticut in 2013, this adjustment mechanism is intended to support water conservation by allowing water utilities to adjust rates annually to recover the revenues that PURA approved at the time of their last rate general rate proceeding. The adjustment could be a surcharge or credit depending on the amount of revenues collected in a calendar year. The company must submit the details to PURA for approval annually before an adjustment is applied to customers' bills.
 - **Repair Tax Credit** – As of April 1, 2014 the company will apply a credit to all CWC customers' bills to return to customers over a 2 year period the benefit of a one-time federal tax refund as a result of a clarification of Federal tax rules regarding Repair Tax Deductions. The Company estimates the amount of the tax refund that will be shared with customers in the form of a rate reduction over the 2 year period will be approximately \$10 million, or approximately 6% of currently authorized rates.

RATES FOR CUSTOMERS IN MANSFIELD (Section 7)

Under the Agreement, CWC has proposed that the rates and charges for any existing water customers in Mansfield would be based on the current UCONN rates and any new customers would be charged the CWC rates. The rate schedule is subject to PURA approval. A complete schedule of all the existing UCONN and CWC rates and charges is attached.

RATE SCHEDULE

Under the Agreement, the rates for any existing water customers in Mansfield would be based on the current UCONN rates and any new customers would be charged the CWC rates.

<i>Commodity Charge</i>	Current UCONN Rates per 100 cu ft	Current UCONN Rates per 1000 gals	CWC Base Rates per 1000 gals
Residential	3.05	4.078	7.34
Commercial	3.05	4.078	6.424
Industrial	3.05	4.078	5.464
Public Authority	3.05	4.078	6.025
<i>Basic Service Charge/Quarter</i>			
5/8" Meter	25.00	25.00	28.83
3/4" Meter	25.00	25.00	43.24
1" Meter	25.00	25.00	72.06

Note: CWC would charge the Town for any facilities it owns and operates at the Public Authority Rate and any applicable surcharges or credits plus Public Fire Protection charges. Existing Town facilities would be charged based on the charges for Existing Customers of the University and any new Town facilities would be charged at the CWC approved rate for its Public Authority customers.

SAMPLE WATER BILL CALCULATION

Typical Residential Customer Bill (Quarterly)		<i>CWC Rates for Existing Non University</i>	<i>CWC Rates for New Non University</i>
5/8" meter @ 15,000 gal/qtr Usage			
Commodity Charge	15 x commodity charge	61.17	110.10
Meter Charge		25.00	28.83
Total Bill Subject to Surcharge		86.17	138.93
Current WICA Surcharge @ 8.09%		6.97	11.24
TOTAL QUARTERLY BILL		93.14	150.17

Typical Commercial Customer Bill (Monthly)		<i>CWC Rates for Existing Non University</i>	<i>CWC Rates for New Non University</i>
3/4" meter @ 50,000 gal/month Usage			
Commodity Charge	50 x commodity charge	203.89	321.20
Meter Charge		8.33	14.41
Total Bill Subject to Surcharge		212.23	335.61
Current WICA Surcharge @ 8.09%		17.17	27.15
TOTAL MONTHLY BILL		229.39	362.76

University of Connecticut Stationery

October 22 , 2013

Eric W. Thornburg
President and CEO
Connecticut Water Company
93 West Main Street
Clinton, CT 06413

Re: University of Connecticut Water Supply Project

Dear Mr. Thornburg:

The University of Connecticut, acting by and through its Board of Trustees ("University"), submits this non-binding letter of intent ("LOI") to secure a supply of potable water for its Storrs campus facilities (the "Project") from the Connecticut Water Company ("CWC").

The University and CWC (collectively referred to as the "Parties") wish to commence negotiating a definitive written water supply and management agreement for the delivery and supply of potable water to the University's campus facilities in Storrs, Connecticut (a "Definitive Agreement"). To facilitate the negotiation of any Definitive Agreement, the Parties request that the University's counsel prepare an initial draft. The execution of any Definitive Agreement would be subject to the requirements of the Project's Environmental Impact Evaluation and Record of Decision in which CWC is the identified preferred alternative, compliance with applicable state procurement requirements, and approval by the University of Connecticut Board of Trustees. The Parties intend not to be bound by any Definitive Agreement unless and until it is executed by both Parties.

Based upon the information currently known to the University, it is proposed that the negotiated Definitive Agreement would include the following terms for the Project:

1. Water Quantity, Quality and Pressure
 - a. CWC would agree to a schedule for completion of infrastructure improvements to support the Project, and would provide Potable Water (defined below) to the University as needed to meet demand up to a future peak day demand volume of 1.5 million gallons per day. The Definitive Agreement would provide a process for the Parties to regularly apprise each other of anticipated changes in water supply or demand volumes in order to minimize over-estimation or under-estimation of infrastructure capacity needs. Please note that the University

demand volume herein does not include off-campus consumers now served by the University that are to be addressed separately in a CWC – Town of Mansfield agreement. The Parties would agree to cooperate to ensure that margin of safety quantities of water are not required by DPH to be duplicated in water supply plans of the Parties.

- b. Subject to the Force Majeure provision of the Definitive Agreement, CWC and University each shall provide water of a quality meeting or exceeding those standards for quality of drinking water established by the Connecticut Department of Public Health pursuant to Section 19a-36 of the Connecticut General Statutes, as amended, as currently set forth in Section 19-13-B102 of the Regulations of Connecticut State Agencies (“Potable Water”) at their respective points of delivery to be specified in the Definitive Agreement.
 - c. CWC would provide Potable Water at a specified point of delivery to the University system and having a specified water pressure as needed to maintain proper service to University and Mansfield customers taking into account the effects of activation of University fire suppression systems on water supply system pressures.
 - d. In connection with the negotiation of a Definitive Agreement CWC also agrees to engage in discussions with University engineers regarding reasonably available supply delivery system designs necessary to maintain aesthetic water quality as reasonably acceptable to University.
 - e. CWC would agree to a schedule of specified CWC water supply source and/or infrastructure improvements to ensure certainty of CWC’s ability to meet the water demands of the Project.
2. Water Rates and Charges
- a. CWC would charge the University (including the current and future on-campus University facilities and University affiliates such as the University of Connecticut Foundation and the University of Connecticut Alumni Association), during the contract term and extensions thereof, a rate which shall be referred to as the “State Infrastructure Customer Rate” (SICR) equal to sixty per cent (60%) of the then-existing Public Authority Customer Class rate and basic service charge in effect based on the size of the service meter at the Point of Delivery. The University shall be subject to applicable PURA-approved surcharges at the same percentage basis as other customers, provided such surcharges are applied to bills based on the State Infrastructure Customer Rate.
 - b. CWC would charge any existing billed customer of record served by the University as of the Completion Date (defined below) (“Existing Customers”) at a rate equal to the water commodity charge and basic service charge then charged by the University until those rates are adjusted by the same dollar amount change thereafter approved at any future CWC rate cases before the Public Utilities Regulatory Authority (“PURA”).
 - c. CWC would charge any new billed customer of record for an existing connection or any customer requesting an initial service connection, after the Completion Date (defined below) (“New Customers”) at a rate equal to the water commodity

- charge and basic service charge for similarly defined CWC customers as approved by PURA, if such non-University customers are then subject to the agreement between CWC and University.
- d. CWC service charges and commodity charges established under a Definitive Agreement would be subject to PURA approval.
 - e. The University, and Existing Customers and New Customers, if such non-University customers are then subject to the agreement between CWC and University, would pay CWC a commodity charge only for water delivered to each such water user, in addition to the applicable basic service charge and PURA-approved surcharges. There would be no "take or pay" obligation in a Definitive Agreement.
 - f. The commodity charges, PURA-approved surcharges and basic service charges to be paid to CWC would begin to apply as of the date of University's written acceptance of CWC's written notice of completion of construction and testing of capital improvements for supplying water to the point of delivery specified in the Definitive Agreement ("Completion Date").
 - g. CWC charges would be subject to standards and procedures specified by PURA regulations with respect to metering inquiries and disputes, unaccounted-for water standards and billing inquiry and resolution procedures except as otherwise specified in the Definitive Agreement.
 - h. The Parties will detail the methods and procedures for calculating for billing purposes the volume of water delivered to University and non-University customers in the Definitive Agreement.
 - i. In the event that CWC proposes to extend the infrastructure to serve customers outside of the Town of Mansfield after the Point of Connection, the Parties will confer and identify those costs, expenses and operational requirements that may result to the University system relating to such extension and CWC contributions thereto.
3. Source of Supply
 - a. The CWC source of water supply for the Project would be that specified in the CTDEEP water diversion permit for supplying the Project and the Town of Mansfield.
 4. Infrastructure Construction Responsibility and Allocation of All Costs
 - a. Except as further detailed below in paragraph 12, CWC would be solely responsible for the design, engineering, permitting, construction, inspection and testing of the water supply pipeline, pumping stations, pumping station upgrades, pressure reducing valves and related appurtenances to interconnect the CWC system in Tolland to the existing University system at the Point of Delivery ("Capital Improvements") at CWC's sole cost and expense.
 - b. University would have a right but not an obligation to review and approve those aspects of the design, engineering, materials and construction plans and specifications proposed by CWC for the Capital Improvements that relate to the Project design, standards and conditions outlined in the EIE approved by OPM,

- subject to such review and approval not being unreasonably delayed or withheld by the University.
- c. The Parties would confer with each other and the Town of Mansfield to establish the water supply pipeline route, and prepare a drawing of such route as an exhibit to the Definitive Agreement.
 - d. CWC would obtain the necessary easements and rights-of-way for construction and operation of the Capital Improvements all at its sole cost and expense.
 - e. CWC would design and construct all Capital Improvements in compliance with all applicable requirements of state and federal law and CTDPH Guidelines for the Design and Operation of Public Water System Treatment, Works, and Sources, and standards incorporated therein by reference.
5. Milestone Dates
- a. CWC would agree to a schedule for milestone dates for completion of preliminary designs, submittal of applications for required regulatory approvals, completion of construction, and additional supply source improvements, subject to extension provisions, all as set forth in the Definitive Agreement.
6. Infrastructure Ownership, Operation and Management
- a. Transfer of Ownership. CWC would agree that title to off-campus infrastructure presently owned by the University would transfer to CWC upon it being fully depreciated by the University, or its replacement by CWC, whichever first occurred. University would agree that at the time of the University's acceptance of CWC's Completion Date notice, the University will deliver to CWC an irrevocable license for CWC to use, maintain, repair or replace off-campus infrastructure as required to serve Existing and New Customers.
 - b. CWC Maintenance Responsibility. CWC would agree to maintain, repair and replace off-campus infrastructure presently owned by the University at its sole cost and expense commencing as of the Completion Date.
 - c. University Maintenance Responsibility. University would agree to maintain, repair and replace on-campus infrastructure owned by the University at its sole cost and expense except as otherwise agreed with respect to CWC contributions to future improvements.
 - d. The University would agree to confer with CWC regarding future on-campus infrastructure modifications so that the Parties may identify off-campus needs that may be addressed during such modifications and determine the appropriate sharing of the costs of such modifications.
7. Water Supply Connection Restrictions. CWC would agree not to permit customer connections to water delivery pipeline infrastructure constructed for the Project that would violate any connection restriction set forth in the University's Record of Decision under CEPA as approved by the Office of Policy and Management except as ordered or directed by PURA based upon CWC's obligations under C.G.S. §16-20 and with timely notice of initiation of such proceedings to OPM, University and Town of Mansfield.
8. Existing and Other Supply Sources. CWC would agree that University would retain the right to operate a water supply system that may divert water up to the currently authorized diversion registration volumes serving the University. The University would

agree to continue to operate its own system of water diversions consistent with its current diversion registrations and operating procedures, subject to conditions that may be imposed by CTDEEP or CTDPH, unless University and CWC agree to additional volumes to be supplied by CWC in place of volumes provided by the University water supply system. The University would also retain the ability to maintain existing measures or establish new measures to conserve or reuse water to meet University supply requirements and conservation objectives. The Definitive Agreement would provide a process for the Parties to regularly apprise each other of anticipated changes in water supply or demand volumes in order to minimize over-estimation or under-estimation of infrastructure capacity needs.

9. Exclusive Service Areas. CWC would agree that neither the Project nor any Definitive Agreement would constitute or be used in support of creating an exclusive service area (as defined in C.G.S. §25-33d) assigned to CWC with respect to property or uses of the University.
10. Definitive Contract Approval Requirements and Conditions. CWC and University would agree that the execution of any Definitive Agreement would be subject to the requirements of the Project's Environmental Impact Evaluation and Record of Decision in which CWC is the identified preferred alternative, compliance with applicable state procurement requirements, and approval by the University of Connecticut Board of Trustees. CWC and University would agree that the obligations of the Definitive Agreement would be subject to specified conditions precedent including but not limited to receipt of all required regulatory permits and approvals.
11. Regulatory Permits, Licenses and Approvals
 - a. CWC and University would agree to cooperate and use reasonable efforts to secure those water diversion permits, sale of excess water authorizations or other permits or approvals required for the construction or operation of Project.
 - b. CWC would be solely responsible for legal, engineering, consulting, administrative fees and other costs and expenses arising in connection with securing required authorizations, approvals, and permits from governmental authorities, including but not limited to PURA, CTDEEP and CTDPH. The University would be responsible only for its own legal and other professional costs and expenses.
 - c. CWC and University would agree to confer and mutually determine the appropriate party or parties to act as applicants or permittees for any required permits or other governmental authorizations.
 - d. CWC would agree that University would have a right to review and approve all water diversion permit application materials, sale of excess water application materials, and other applications for governmental approvals for the Project, and a right to fully participate (if University should chose to do so and in its sole discretion) in any proceeding before the CTDEEP, CTDPH or PURA with respect to the Project.
 - e. CWC would agree that unless otherwise directed by regulatory authorities, the decision to identify and join University as an applicant or co-applicant in any application for a water diversion permit or a sale of excess water permit would be

determined by University in its sole discretion, and that other University rights respecting review and approval of such applications would be unaffected by University choosing not to be an applicant.

12. State Contract Terms and Conditions. CWC would agree to comply with applicable laws, executive orders and state standards applicable to similar contracts with the State of Connecticut.
13. State Procurement Process Requirements. The approval and execution of any Definitive Agreement is subject to compliance with applicable requirements of State of Connecticut procurement process requirements.
14. Definitive Agreement Term and Agreement Termination Matters. CWC and University would agree that the term of the Definitive Agreement should be at least forty-seven years (the projected water supply planning period), and specified extensions thereof, it being the intention of the Parties that the agreement should continue to be extended subject to the CWC's continuing ability to supply required volumes of water, and receipt or extension of applicable water diversion permits, sale of excess water permits and other applicable regulatory approvals. In recognition that the CWC and University systems will be fully integrated, any termination of the Definitive Agreement by the University would be limited to the University's access to and purchase of supply from CWC. Title to any off-campus water system assets used to serve customers in the Town of Mansfield that have not fully depreciated by the date of the University's termination of the Definitive Agreement would be transferred to CWC upon payment to University equal to the undepreciated book value of such assets. Upon the University's termination of the Definitive Agreement CWC would be allowed to continue to use the on-campus distribution system to transfer water to meet the needs of the water customers in the Town of Mansfield subject to an allocation of the costs of operation, maintenance and replacement of such infrastructure between the Parties.
15. Freedom of Information Requirements. Although CWC and University believe that CWC is neither a "Public Agency" nor otherwise regulated by the Freedom of Information Act, C.G.S. §§1-200 et seq. ("FOIA"), CWC would agree to reasonably cooperate with University as required for University to comply with applicable standards and procedures of the FOIA with respect to "records" created under the terms of the Definitive Agreement.
16. System Governance Advisory Committee. The Definitive Agreement may include a provision for the creation, membership and functions of an advisory committee concerning system operation and customer service matters, and the integration or coordination of such committee operations with a similar entity that may be created under an agreement between CWC and the Town of Mansfield.
17. Effect of Letter. The proposed elements and terms of the Definitive Agreement as outlined in this LOI are not intended to be legally binding on any Party. The Parties shall only be bound if and when a Definitive Agreement has been negotiated, approved and executed by the Parties. No past or future action, course of conduct, or failure to act relating to the possible transaction or relating to the negotiation of any Definitive Agreement will give rise to or serve as a basis for any obligation or other liability on the part of either of the Parties.

18. Miscellaneous Provisions

- a. Entire Agreement. The binding paragraphs of this LOI, Paragraph 17 (Effect of Letter) and Paragraph 18 (Miscellaneous Provisions), shall supersede all prior agreements, whether written or oral, between the Parties with respect to its subject matter and constitute a complete and exclusive statement of the terms of the agreement between the Parties with respect to its subject matter.
- b. Modification. This LOI may only be amended, supplemented or otherwise modified by a writing executed by the Parties.
- c. Governing Law. All matters relating to or arising out of this LOI and the rights of the Parties (sounding in contract, tort or otherwise) will be governed by and construed and interpreted under the laws of the State of Connecticut, without regard to conflicts of laws principles that would require application of any other law.
- d. Counterparts. This letter may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same document, and will be effective when counterparts have been signed by each of the parties and delivered to the other parties. A manual signature on this letter whose image shall have been transmitted electronically will constitute an original signature for all purposes. The delivery of copies of this letter, including executed signature pages, by electronic transmission will constitute effective delivery of this letter for all purposes.
- e. LOI Termination. The binding paragraphs of this LOI, Paragraph 17 (Effect of Letter) and Paragraph 18 (Miscellaneous Provisions), will automatically terminate upon the earliest of the following (the "Termination Date"): (i) December 31, 2013, or (ii) execution of the Definitive Agreement by both of the Parties unless otherwise extended by mutual agreement for the Parties; provided, however, that the termination of the binding provisions will not affect the liability of a party for breach of any of the binding provisions prior to the termination. Upon termination of the binding provisions, the Parties will have no further obligations under this letter, except Paragraph 18 (Miscellaneous Provisions) will survive such termination.
- f. Expenses. It is agreed that each Party shall bear its own legal, accounting, engineering, consulting, and other expenses in connection with the negotiation, documentation, and execution of a Definitive Agreement whether or not such an agreement is executed.
- g. Other Agreements. The Parties agree that this LOI and a Definitive Agreement are not intended to modify the current agreement for operations and management services between University and New England Water Utility Services ("O&M Agreement") unless the O&M Agreement is modified as may be permitted therein.

This Letter of Intent is intended to be a non-binding letter of intent providing a basis for negotiating the Definitive Agreement, excepting Paragraph 17 (Effect of Letter) and Paragraph

Eric W. Thornburg
Connecticut Water Company
October 22, 2013

18 (Miscellaneous Provisions) which shall be binding on the Parties.

If you are in agreement with the foregoing, please sign and return one copy of this letter, which thereupon will constitute our understanding with respect to its subject matter.

Very truly yours,

The University of Connecticut

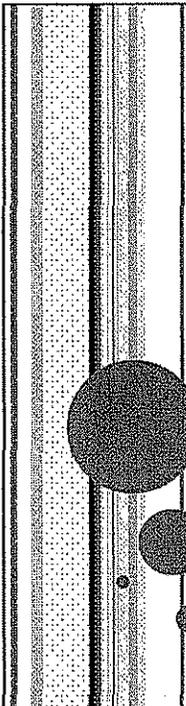
By: _____

Agreed to on behalf of Connecticut Water Company as to Paragraphs 17 (Effect of Letter) and 18 (Miscellaneous Provisions).

Connecticut Water Company

By: _____

Eric W. Thornburg
President and CEO



KEY PROVISIONS OF LOI WITH UCONN

UCONN – DPH REGULATED

- Pipeline project subject to conditions EIE approval under CEPA
- Specific language regarding the pipeline, construction and other related provisions
- UCONN remains a DPH regulated water utility
- UCONN to buy water from CWC to meet a portion of its supply and CWC will use some portions of the UCONN system to deliver water to off campus customers
- Agreement reflects that relationship, rates for water, and procedures for calculating billing for water delivered between the entities



Key Provisions of LOI with UCONN

INFRASTRUCTURE CONSTRUCTION, OWNERSHIP, OPERATION & MAINTENANCE (SEC 3, 4)

- o UCONN, CWC and Town of Mansfield will confer to establish water supply pipeline route; drawing of route as exhibit to the Definitive Agreement.
- o CWC responsible for design, engineering, permitting, construction, inspection and testing of the water supply pipeline and facilities to interconnect the CWC system in Tolland to the existing University system at the Point of Delivery.
- o Design and construction in compliance with applicable requirements of state and federal law and DPH Guidelines for the Design and Operation of Public Water Systems.
- o CONN to ensure the design and construction of the project is consistent with approved EIE.

Key Provisions of LOI with UCONN

INFRASTRUCTURE CONSTRUCTION, OWNERSHIP, OPERATION & MAINTENANCE (SEC 3, 4)

- o Off-campus infrastructure owned by UCONN would transfer to CWC upon being fully depreciated or replaced by CWC
- o UCONN will give CWC an irrevocable license to use, maintain, repair or replace off-campus infrastructure as required to serve Existing and New Customers.
- o CWC will maintain, repair and replace off-campus infrastructure at its expense upon Completion Date and UCONN will maintain, repair and replace on-campus infrastructure.

Key Provisions of LOI with UCONN

WATER SUPPLY CONNECTION RESTRICTIONS (SEC 7)

- o CWC would not to permit customer connections to the pipeline that would violate any connection restriction set forth in the University's Record of Decision under CEPA as approved by the OPM except as ordered or directed by PURA based upon CWC's obligations under C.G.S. §16-20 and with timely notice of initiation of such proceedings to OPM, University and the Town.

Key Provisions of LOI with UCONN

EXISTING AND OTHER SUPPLY SOURCES (SEC 8)

- UCONN would agree to continue to operate its own system and supplies consistent with its current diversion registrations and operating procedures.
- UCONN would retain the ability to maintain existing measures or establish new measures to conserve or reuse water to meet University supply requirements and conservation objectives

Key Provisions of LOI with UCONN

WATER SYSTEM ADVISORY COMMITTEE (SEC 13)

- o Allows for creation, membership and functions of an advisory committee concerning system operation and customer service matters, and
- o the integration or coordination of such committee operations with a similar entity to be created between CWC and the Town of Mansfield

Key Provisions of LOI with UCONN

FREEDOM OF INFORMATION REQUIREMENTS (SEC 14)

- CWC would agree to reasonably cooperate with University as required for University to comply with applicable standards and procedures of the FOIA with respect to "records" created under the terms of the Definitive Agreement.

Key Provisions of LOI with UCONN

OTHER SECTIONS

- Regulatory Permits
- Licenses and Approvals
- State Contract Terms and Conditions
- State Procurement Process Requirements
- The Definitive Agreement Term
- Agreement Termination Matters, and
- Other Miscellaneous Provisions regarding the agreement.

Key Provisions of LOI with UCONN

CWC Proposal-Consolidated Committee Draft Comments

Water Conservation and Reuse

Sustainability Committee

While this project will provide a significant new source of water for the Town, it is important that each drop of that water be treated as the precious resource that it is. Therefore, the Agreement needs to include specific commitments from CWC on how it will incentivize water conservation for its customers (i.e. financial rebates/incentives for purchase of water saving fixtures, requiring water saving fixtures for new construction, etc.), expansion of customer education programs on conservation, and support for local efforts to conserve water through water use restrictions and water recycling/reuse projects such as grey water and water reclamation systems.

Separate from the Agreement, the Town should work with the University to maximize use of the water reclamation facility and initiate its own efforts to expand water conservation by Town residents town-wide. Examples of potential town efforts include a community education program separate from any offered by CWC and adoption of water use restrictions during drought periods. The need for a local water use restriction ordinance will become more important as current University customers are transferred to Connecticut Water. Currently the University implements water use restrictions based on stream flow conditions in the Willimantic and Fenton Rivers; these restrictions will no longer apply to off-campus customers once the transition to CWC is completed.

Best Management Practices

Sustainability Committee

The Agreement should include commitments from CWC with regard to implementation of Best Management Practices to reduce energy usage and water loss at their facilities and increase water filtration through best practices for stormwater management. Similarly, CWC should commit to best management practices with regard to increasing water conservation by their customers.

As with the recommendations on water conservation, the Town should also be encouraging/requiring use of best management practices town-wide for both Town facilities and private properties. The Committee will work with the Planning and Zoning Commission to integrate best management practices into the new Plan of Conservation and Development and Zoning Regulations. The Council may also need to revise Town ordinances and regulations to address best management practices.

Recommended Route

Sustainability Committee

The final route of the proposed pipeline connection to the University should be based on land use policies that support smart growth principles such as natural resource preservation and compact transit-oriented development and discourage sprawl. Based on our preliminary review, the best option to achieve these objectives is south along Route 195 to Route 44. Future water line and service area extensions should also be based on these principles.

Four Corners Sewer and Water Advisory Committee

The Four Corners Sewer and Water Advisory Committee recommends that the following be identified as the Town's preference for routing of the connection between the CWC system in Tolland and the University's water system:

South on Route 195 to the intersection of Route 44; West on Route 44 to the intersection with the new North Hillside Road, and south on North Hillside Road

This recommendation is based on the fact that the preferred route would serve the majority of the Four Corners Water and Sewer Service Area, minimizing the amount of local distribution pipes that would need to be installed.

Conservation Commission

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.

CWC Advisory Committee

Sustainability Committee

The specific scope and membership of the proposed CWC Advisory Committee should be identified in the Agreement. In particular, responsibilities should include providing feedback and guidance to CWC on best practices, water conservation measures and incentives, and community education programs to emphasize the importance and benefits of conservation. Furthermore, the membership of the committee should include regional representation from both the areas that will receive water through this project as well as source areas.

Four Corners Sewer and Water Advisory Committee

The specific scope and membership of the proposed CWC Advisory Committee should be identified in the Agreement. Areas of focus should include major capital improvements such as system extensions and identification of possible future service areas, conservation measures, and feedback on proposed rates. Composition of the Committee should include regional representation as well as other major stakeholders.

Conservation Commission

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.

Regional Water Supply Planning

Sustainability Committee

In addition to regional representation on the proposed CWC advisory committee, the Agreement should include a commitment from both the Town and Connecticut Water to actively participate in regional water supply planning efforts. This project has revived discussions on the need for both statewide and regional water supply planning, and both the Town and the CWC should be active participants in those discussions.

Coordination with Sewer System Construction

Four Corners Sewer and Water Advisory Committee

The Agreement should require that the water project be constructed simultaneously with the Four Corners sewer project and the lines should be placed in the same trench.

Planning and Zoning Commission

To minimize impacts and improve efficiency, the Agreement should stipulate that the Four Corners sewer project should be constructed concurrently with the water project. The same provision should be provided for any future water and sewer extension projects.

University Service Area

Four Corners Sewer and Water Advisory Committee

The Committee believes that any agreement between CWC and the University should include a more specific definition of what is considered to be on-campus versus off-campus. Specifically, the Committee notes that the University's core campus area is very different from a description of campus that might include all properties owned by the University. Given the extensive land holdings of the University and the remote location of some of these properties, the Committee is concerned that future extension of water service to these areas could induce development pressure in those areas. Furthermore, any Agreement should also differentiate between existing core campus properties and future land acquisitions by the University.

Water Allocation

Four Corners Sewer and Water Advisory Committee

The Agreement should specify a minimum amount of water to be provided to Town customers to ensure that sufficient water is available to meet current and future Town needs. This minimum allocation could be established through a minimum number of gallons per day that would need to be available or as a percentage of water made available to the University.

Planning and Zoning Commission

The Agreement should specify a minimum amount of water to be provided to Town customers to ensure that water is available for Town needs and not merely secondary to University demands. This minimum allocation should account for current usage, projected water usage by existing off-campus customers, the projected demand for Four Corners and the assisted living project, all as adjusted to compensate for potential underestimating of demand.

University Water Supply

Four Corners Sewer and Water Advisory Committee

The Agreement should include a statement of intent as to how the current University water supply will be used once this new source is on-line. It is our understanding that the CWC will only be supplementing the current supply, not replacing it. Given previous stream flow concerns during dry periods, the Agreement should identify whether the CWC supply will be used during low stream flow periods to allow for decreased water production at the current wellfields.

Conservation Commission

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.

Financing

Four Corners Sewer and Water Advisory Committee

The Town should look to CWC to finance as much infrastructure as possible, including the local water distribution system for Four Corners and the Four Corners sewer system.

Conservation Commission

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).

Local Land Use and Tax Policy

Four Corners Sewer and Water Advisory Committee

The Council should consider the impact of the water line on property values and the associated tax implications in areas where more intense development is not contemplated. While the Four Corners is identified as redevelopment area where higher property values are anticipated based on availability of infrastructure and development potential, the proposed pipeline does extend through areas that are intended to remain more rural in character. The Committee is concerned that property values may escalate in these areas due to the presence of a water main, even if land use and zoning policies preclude more intense development. Escalating land values and the associated property tax increases could force property sales or increase development pressure in areas where it is not desired.

Town Water Service Area & System Extensions

Four Corners Sewer and Water Advisory Committee

The initial Four Corners water service area should have the same boundaries as the Four Corners sewer service area. Future expansions of the water service area should be planned and approved by the Planning and Zoning Commission as part of the Plan of Conservation and Development.

Planning and Zoning Commission

While the potential for CWC to finance the Four Corners local distribution system is understandably appealing to the Town, this option does have the potential to increase demand for development as CWC looks to recover its capital investment. Therefore it is imperative that the Agreement specifically address the process through which system extensions will be approved. Ideally Town approval will be required before any system extension may be constructed. If the Council is unsuccessful in achieving this level of control, at minimum the Agreement should include a specific process that allows for PZC input on extensions.

Development Controls

Planning and Zoning Commission

The Commission is very concerned with the potential for increased development pressure in areas proximate to the new water system. The Agreement should be clear that the PZC is the controlling agency for future development and that CWC has no jurisdiction or authority to approve service connections that would violate zoning regulations. Since this is merely a restatement of the law, there is no negotiation on this point. Furthermore, the Commission intends to develop new Plan of Conservation and Development policies and Zoning Regulations to manage service connections in areas proximate to the water system. The Agreement should specify that CWC will not object to any policies or zoning regulations that the Commission proposes to manage growth in the area of the water system or to address future concerns of water supply on a town wide basis. The Commission also notes that it is prepared to adopt development moratoriums if need be to prevent undesirable development prior to approval of new zoning regulations.

Conservation Commission

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 sub-division 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 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.

Coordination

The Agreement should provide a process for coordination during the design and construction process that allows for PZC input on design decisions and includes regular status updates, particularly with regard to routing decisions, so that the Commission has sufficient time to react and adopt zoning regulations. These same provisions should be applied to any future system extensions.

CWC should also be advised that an Inland Wetlands License may be needed based on how and where the new transmission main is installed. Detailed plans should be submitted to the Town's Inland Wetlands Agent as early as possible in the design process to determine the extent of wetland impacts.

Fire Suppression

Planning and Zoning Commission

The Agreement should require installation of fire hydrants along the entire length of the water main in Mansfield at appropriate locations as determined by the Mansfield Fire Department.

Agreement Type

Conservation Commission

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

University Authority

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.

TOWN OF MANSFIELD
PLANNING AND ZONING COMMISSION



JoAnn Goodwin, Chair

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

To: Mansfield Town Council

From: JoAnn Goodwin, Chair

Copy: Conservation Commission, Four Corners Sewer and Water Advisory Committee, Sustainability Committee

Date: September 5, 2013

Subject: Town Council Referral: Connecticut Water Company Proposal

Pursuant to the Council's request, the Commission has reviewed the Connecticut Water Company (hereinafter "CWC") proposal. It submits the following recommendations for consideration in negotiating an agreement (hereinafter "the Agreement") with CWC.

- **Recommended Route.** The Commission recommends that the following be identified as the Town's preference for routing of the connection between the CWC system in Tolland and the University's water system:

South on Route 195 to the intersection of Route 44; West on Route 44 to the intersection with the new North Hillside Road, and south on North Hillside Road (Pipeline segments 12A, 13, 14, 20 and 21)

This recommendation is based on the finding that this route would promote smart growth development patterns and reduce the potential for induced growth in inappropriate areas.

- **System Extensions.** While the potential for CWC to finance the Four Corners local distribution system is understandably appealing to the Town, this option does have the potential to increase demand for development as CWC looks to recover its capital investment. Therefore it is imperative that the Agreement specifically address the process through which system extensions will be approved. Ideally Town approval will be required before any system extension may be constructed. If the Council is unsuccessful in achieving this level of control, at minimum the Agreement should include a specific process that allows for PZC input on extensions.
- **Development Controls.** As noted above, the Commission is very concerned with the potential for increased development pressure in areas proximate to the new water system. The Agreement should be clear that the PZC is the controlling agency

for future development and that CWC has no jurisdiction or authority to approve service connections that would violate zoning regulations. Since this is merely a restatement of the law, there is no negotiation on this point. Furthermore, the Commission intends to develop new Plan of Conservation and Development policies and Zoning Regulations to manage service connections in areas proximate to the water system. The Agreement should specify that CWC will not object to any policies or zoning regulations that the Commission proposes to manage growth in the area of the water system or to address future concerns of water supply on a town wide basis. The Commission also notes that it is prepared to adopt development moratoriums if need be to prevent undesirable development prior to approval of new zoning regulations.

- **Water Allocation.** The Agreement should specify a minimum amount of water to be provided to Town customers to ensure that water is available for Town needs and not merely secondary to University demands. This minimum allocation should account for current usage, projected water usage by existing off-campus customers, the projected demand for Four Corners and the assisted living project, all as adjusted to compensate for potential underestimating of demand.
- **Coordination.** The Agreement should provide a process for coordination during the design and construction process that allows for PZC input on design decisions and includes regular status updates, particularly with regard to routing decisions, so that the Commission has sufficient time to react and adopt zoning regulations. These same provisions should be applied to any future system extensions.

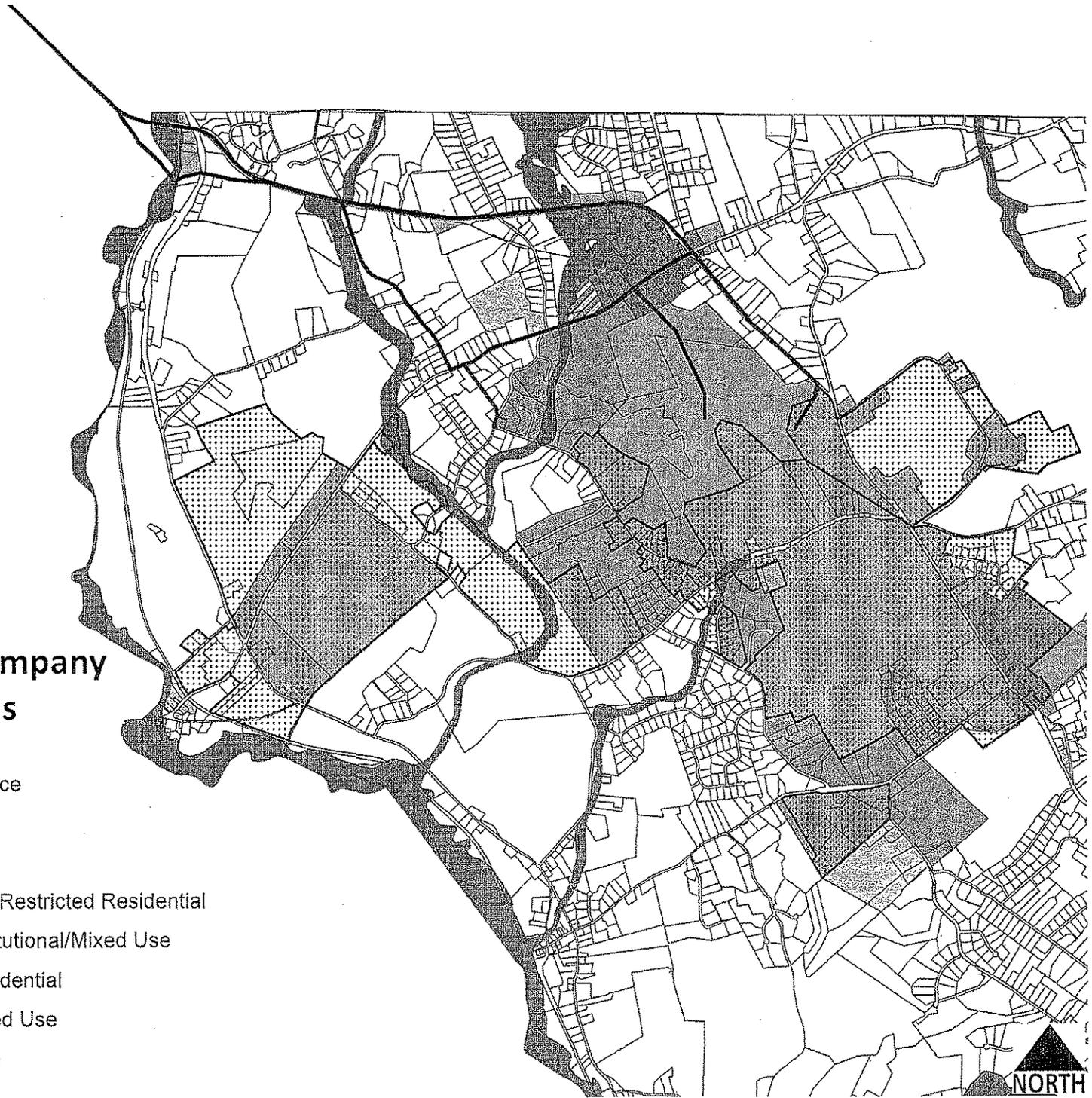
CWC should also be advised that an Inland Wetlands License may be needed based on how and where the new transmission main is installed. Detailed plans should be submitted to the Town's Inland Wetlands Agent as early as possible in the design process to determine the extent of wetland impacts.

- **Sewer System Construction.** To minimize impacts and improve efficiency, the Agreement should stipulate that the Four Corners sewer project should be constructed concurrently with the water project. The same provision should be provided for any future water and sewer extension projects.
- **Fire Suppression.** The Agreement should require installation of fire hydrants along the entire length of the water main in Mansfield at appropriate locations as determined by the Mansfield Fire Department.

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

Connecticut Water Company Pipeline Route Options

- CWC Pipeline Route Options
- ▨ Existing UCONN Water Service
- Flood Zone
- Low Density Residential
- ▨ Medium to High Density Age Restricted Residential
- ▨ Medium to High Density Institutional/Mixed Use
- ▨ Medium to High Density Residential
- ▨ Neighborhood Business/Mixed Use
- ▨ Planned Business/Mixed Use
- ▨ Planned Office/Mixed Use



NORTH

REGULATORY OVERSIGHT (Section 3)

CWC is subject to regulatory oversight by state and federal agencies and actions are handled in a public process, and information related to permits or compliance is readily available from the agencies. The primary regulatory oversight is:

- DPH with regard to the purity and adequacy of its supplies;
- Department of Energy and Environmental Protection (DEEP) regarding water resources and environmental permitting, and
- PURA with respect to rates and quality of service.

Customers in the Town of Mansfield shall be afforded all the rights and protections available to all Connecticut Water customers as a result of such oversight. A summary of applicable laws and statutory references shall be included as an exhibit in the Definitive Agreement.

Among the key provisions governing a private water company by the Public Utilities Regulatory Authority that protect customers and the community are:

Rates and Surcharges of Public Service Companies	
Establishing rates <i>CGS § 16-19</i>	Amendment of rate schedule; investigations and findings by authority; hearings; deferral of municipal rate increases; refunds; notice of application for rate amendment, interim rate amendment and reopening of rate proceeding.
Water company rate adjustments <i>CGS § 16-32c</i>	Requires notice to customers in advance of any general rate increase; opportunity to provide comments on the request
Water meters may be required <i>CGS § Sec. 16-260</i>	Water company may refuse to furnish water, except by metered measurement at established rates, to the owner or occupant of any premises upon which water is allowed to be wasted by reason of defective fixtures, or otherwise, after notification to such owner or occupant and reasonable time given to him to make necessary repairs.
Water company rate adjustment mechanisms <i>CGS § 16-262w</i> <i>PA 13-78</i>	Allows for Water Infrastructure and Conservation Adjustment (WICA) Charge between general rate cases for PURA approved eligible projects. Allows for Revenue Adjustment mechanism to annually adjust rates to recover revenues as authorized in last rate case.

Service Termination	
Termination of utility service for nonpayment <i>CGS § 16-262c, 16-262d</i> <i>Regs. CT State Agencies § 16-3-100.</i>	Defines process and notice requirements for termination of utility service for nonpayment. Nontermination in event of illness during pendency of customer complaint or investigation. Amortization agreement. Appeal. Notice re credit rating information Provisions for amortization agreements and hardship cases. Privacy of individual utility customer usage and billing information.
Notice furnished tenants re intended termination of utility service <i>CGS § 16-262e</i>	Specific protections for tenants and limitations on termination of service. where landlord pays for water service
Action for receivership <i>CGS § 16-262f</i>	Special provisions for collection of rents in multi-family situations
Service Quality & Obligation to Serve	
Inadequate service or unreasonable rates; petition to the authority <i>CGS. § 16-20</i>	If company unreasonably fails or refuses to furnish adequate service at reasonable rates to any person which the company has authority to furnish the service, the person may bring a written petition to PURA alleging the failure or refusal.
Revocation of franchises <i>CGS. § 16-10a</i>	PURA, on its own initiative, or upon complaint of any town or on petition of not less than five per cent of the affected persons, shall investigate into any alleged failure to provide such service as it deems necessary. May result in revocation of franchise as to any such town or any portion thereof, or make such other order as may be necessary to provide such service.
Economic viability of water companies. <i>CGS. § § 16-262n</i>	Provides for investigation by DPH and PURA and orders as necessary to review the economic viability of a water company, based upon performance measures of the company's stability and financial condition, technical and managerial expertise and efficiency, and physical condition and capacity of plant.

RULES AND REGULATIONS



**Connecticut Water Division
Crystal Water Division
Unionville Water Division**

AS APPROVED BY DPUC ON JULY 14, 2010

For Customer Service Call:

Connecticut Water - 1-800-286-5700

Unionville Office - 860-673-0079

RULES AND REGULATIONS
OF
THE CONNECTICUT WATER COMPANY

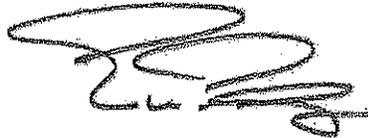
Dear Customer:

Providing high quality water and service to all our customers requires us to have uniform practices. The following Rules and Regulations, which cover our Company's policies and procedures, have been approved by the Department of Public Utility Control. We urge you to read them and keep them for reference.

This booklet focuses on frequently asked questions. It is impossible to anticipate every situation that may arise, so if you have questions that require further explanation, please write or call our Customer Service Center at 1-800-286-5700. If you have further questions or need assistance, you may ask for our Manager of Service Delivery in the office nearest you.

These policies and procedures help us provide you with quality water and service while ensuring fair and equitable treatment for all of our customers. We appreciate your cooperation and compliance with these provisions.

Sincerely,

A handwritten signature in black ink, appearing to be 'R. J. ...', written over a horizontal line.

President & CEO

**RULES AND REGULATIONS
OF
THE CONNECTICUT WATER COMPANY**

TABLE OF CONTENTS

	<u>Page</u>
About Your Water Service	
I. Contract	
II. Definitions	
III. General Rules	
IV. Applications and Transfers	
V. Services	
VI. Meters	
VII. Billing and Collection	
VIII. Denial or Termination of Service	
IX. Private Fire Service	
X. Fire Protection Charges	
XI. Company Responsibilities	
XII. Notes	
XIII. Appendix	

ABOUT YOUR WATER SERVICE

The Connecticut Water Company is your water utility serving residential, commercial, industrial and municipal customers throughout the state. More than one quarter million people rely on us every day for their drinking water and to provide for public health and safety needs.

We at Connecticut Water are eager to serve you and are committed to providing you with a reliable supply of quality water. We value your business and want you to know that your complete satisfaction is our first concern. Meeting this objective calls for a special service commitment on our part, one which is provided through the efforts of a caring, well trained staff, dedicated to meeting the needs of our customers. At Connecticut Water we are proud of the high quality water and customer service we provide.

Please call our Customer Service Center Monday through Friday, 8:00 A.M. to 4:30 P.M., except holidays, at 1-800-286-5700 if you need assistance for a routine matter such as:

- Account information
- To schedule a service appointment
- A billing question
- A special payment arrangement
- A pending property sale

If you ever need emergency service, call our Customer Service Center anytime, 24 hours a day, at 1-800-286-5700.

Rate schedules and other customer information are available upon request at our offices. The Company maintains service connection records, including service or curb box locations. This information is available to customers upon request.

The Company assists customers whenever possible to locate or mark out existing underground pipes. The Company has equipment available that can locate a leak, thus reducing the cost of repairs, in the event of a leak in a customer's service pipe. The Company will, upon request, send a service person to turn off a curb stop if the customer's main valve is not holding, so that necessary repairs can be made.

If a customer is planning excavation on their property, they need to utilize Connecticut's one-call system, Call Before You Dig, Inc., at 1-800-922-4455 to ensure the identification and proper marking of underground utilities are done prior to the excavation.

We hope these Rules and Regulations will clarify any questions you may have about your water service. If you have further questions or suggestions for improved service, call us at 1-800-286-5700. We will be glad to hear from you.

RULES AND REGULATIONS
(Subject to change without notice)

I. CONTRACT

These Rules and Regulations and all subsequent changes hereto constitute a part of the contract with every customer supplied by Connecticut Water and its operating divisions, and every customer shall be considered to have expressed consent to be bound hereby. These Rules and Regulations are subject to change without notice upon approval of the Department of Public Utility Control.

The Company's regulations regarding water main extensions, as approved by the Department of Public Utility Control, are available as a separate document.

II. DEFINITIONS

Auxiliary Sources: A water supply which is not approved for potable use such as a pond, river, open storage tank, or large swimming pool; or potable water which has become nonpotable, such as by the addition of chemicals or from contamination while the water is being stored or held in reserve; or a private well unless safe sanitary quality and the interconnection is approved.

Company: The Connecticut Water Company and/or any of its operating subsidiaries including Connecticut Water, Crystal Water and Unionville Water.

Cross Connection Control Device: A Department of Public Health approved device for preventing backflow, also known as back pressure or back siphonage device. These devices are required to be installed and tested, in accordance with the requirements of the Public Health Code, at the customer's expense.

Curb Box: Cylindrical iron box with a cover that provides access to curb valve.

Curb Stop: A shut off valve on water service connection generally located at the curb or property line (also referred to as a curb valve).

Customer: Any person, firm, corporation, company, association, governmental unit, lessee who, by the terms of a written lease or agreement, is responsible for the water bill, or owner of property furnished water service by the Company.

Delinquent Account: A water service bill rendered on a monthly basis which has remained unpaid for a period of more than 33 days after the date of mailing of a bill, or a water service bill rendered on a quarterly basis or for a seasonal account which has remained unpaid for a period of more than 63 days after the date of mailing,

DPH: State of Connecticut Department of Public Health.

DPUC: State of Connecticut Department of Public Utility Control.

Family: Individuals living as a single housekeeping unit.

Fire Service Line: A service pipe used exclusively for fire protection purposes.

Main: A water pipe owned, operated and maintained by the Company, which is used for the purpose of transmission or distribution of water but is not a water service pipe.

Meter: A device for measuring the quantity of water, used as a basis for determining charges for water service to a customer. A meter is owned by the Company.

Meter Vault or Meter Pit: An outdoor pit or vault used to house a water meter when no suitable location is available within the premises or if the distance from the curb valve to the premise is greater than 150 feet. Meter pits and vaults, including their covers, shall be owned and maintained by the property owner, and must be constructed in accordance with Company specifications.

Meter Yoke: Piping and valve arrangement approved by the Company used for installing a Company meter. The meter yoke is owned and maintained by the customer.

Premises: Shall include but is not restricted to the following:

- a.) A building or combination of buildings owned or leased by one customer, in one common enclosure, occupied by one family as a residence or one corporation or firm as a place of business.
- b.) Each unit of a multiple house or building separated by a solid vertical partition wall occupied by one family as a residence or one corporation or firm as a place of business.
- c.) A building owned or leased by one customer and having a number of apartments, offices or lofts which are rented to tenants using in common one hall and one or more means of entrance.

- d.) A building two or more stories high under one roof owned or leased by one customer and having an individual entrance for the ground floor occupants and one for the occupants of the upper floors.
- e.) A combination of buildings owned by one customer, in one common enclosure, none of the individual buildings of which is adapted to separate ownership.
- f.) A public building.
- g.) A single plot used as a park, recreational area, or for other purposes.

Reasonable Amortization Agreement: A mutually agreed upon promise of a customer to pay an account balance over a reasonable period of time.

Receipt or Received: Three days after the date of mailing, or, if a bill notice or other document is delivered rather than mailed, the date of delivery, unless another date can be shown.

Remote Reading Receptacle: A device installed on the outside of a structure or in an area easily accessible that allow access for meter reading with electronic meter reading equipment.

Seasonal: Water service provided from no earlier than April 1 to no later than November 30 of the same year (dates may vary for individual seasonal systems).

Service Connection: The service pipe, including corporation stop (tap), from the main to and including the curb stop adjacent to the street line or the customer's property line, and such other valves and fittings as the Company may require between the main and curb stop, which are owned and maintained by the Company.

Tap: The fittings installed at the main to which the service pipe is connected.

Termination: The voluntary or involuntary discontinuance of water service to an individual customer.

III. GENERAL RULES

- a) Water service and use, and any special charges are charged in accordance with the DPUC approved rate schedules. All metered water, whether used or lost, shall be paid for by the customer.
- b) The piping and plumbing on all premises supplied from the Company's water system shall conform to the State of Connecticut Public Health Regulations and Building Code and Sanitary Codes, if any, of the town in which the premises are located.
- c) No customer shall supply water to other persons or permit any connection to be made on his/her premises for supply to other premises, without approval of the Company for "temporary service".
- d) No pipe or fixture connected with the mains of the Company may be connected with pipes or fixtures supplied with water from any other auxiliary source.

Such cross connections are in violation of the Connecticut Department of Public Health regulations. The customer shall be responsible for the installation of cross connection control devices. Such installation shall be approved and inspected by Company personnel and must be in conformance with the applicable provisions of the Public Health Code. All devices shall be easily accessible for inspection and testing. The customer shall be responsible to have any devices tested that are so required by the public health code and shall provide a written copy of the test results to the company for annual reporting to the Department of Public Health. Any customer who fails to provide the test results to the Company may be charged a Cross Connection Second Notice Fee, as approved in the company miscellaneous charges.

- e) Authorized employees of the Company shall have reasonable access to customers' premises for the purpose of reading, testing, repairing, installing or replacing meters and meter appurtenances; inspecting plumbing connections, fixtures or pipes, or discontinuing service. Services rendered after hours or on weekends or holidays are subject to special charges.
- f) Customers are responsible for keeping their service pipe, house pipes and fixtures in good order and protected from freezing. Failure to do so may result in interruption of service and costly repairs, for which the Company is not liable.
- g) Whenever possible, work requiring the interruption of service will be scheduled to provide the least inconvenience to the customer. The Company will make a reasonable effort to give notice in advance of work requiring the interruption of service. To safeguard against possible damage due to interruption of service, customers are advised to regulate their installations connected with the water

supply system, (i.e. check valves on water heaters) so that damage will not occur if water is shut off without notice.

- h) Whenever the public interest so requires, the Company reserves the right to curtail or suspend entirely the use of water for non-essential purposes. Such limitation of use shall be without liability on the part of the Company.
- i) Filling of tank trucks for any purpose shall only be done at company designated locations with approved backflow prevention under the direction of company personnel.
- j) Customers who plan to install air conditioning or refrigeration equipment totaling over three tons in capacity shall provide water conserving equipment.

k) WATER PRESSURE

- i. The Company will undertake to provide an adequate supply of potable water at adequate pressure throughout its system, but cannot assume responsibility or liability, direct, indirect or consequential, for any damage from failure to do so.
- ii. In areas where pressure is low, the Company may recommend and/or require that customers install, operate and maintain a booster pump and tank of a combined capacity approved by the Company. In such cases, customers will enter into a written agreement with the Company in which they hold the Company blameless for possible damages and inconvenience resulting from the low pressure.
- iii. In areas where pressure is high, the Company may recommend and/or require that customers install and maintain pressure-reducing valves (PRV). In such cases, the Company shall not be responsible for any possible damages or inconvenience resulting from the high pressure or failure of the PRV.
- iv. If there is not sufficient pressure or flow in a particular system of the Company to permit a customer to qualify for preferred risk insurance, the expense for any improvement in the system for this specific purpose shall be borne by the customer.
- v. In the event that any customer shall use water at rates of flow that cause noticeable pressure variations in the water system, the Company may require that the customer control their flow rates or install equipment to minimize such variations to an acceptable level.

IV. APPLICATIONS AND TRANSFERS

- a.) Applications for the installation of new water service shall be made on forms provided by the Company and signed by the applicant, or a duly authorized representative, for service of the premises to be supplied. Service connection fees are payable in advance. The Company may require appropriate identification such as a Social Security number, a driver's license, or a state issued identification card.
- b.) The Company will not accept an application for service from a customer having a delinquent water account, until the account has been paid in full.
- c.) Transfers may be authorized in writing or by verbal request through the Company's Customer Service Department.
- d.) Customers shall notify the Company when premises are to be vacated so that the water may be turned off, the meters read and/or removed, or the account transferred. If the premises are to be permanently abandoned, owners shall notify the Company in writing immediately so that the service connection can be closed. Closure will be made at the Company's expense.
- e.) Water for construction purposes shall be applied for on forms provided by the Company. All such water used must be metered, and charged in accordance with DPUC approved rate schedule.
- f.) When the Company renders temporary or intermittent service to a customer, it may require that the customer bear the costs in excess of any salvage realized of installing and removing the service.
- g.) Applicants desiring to connect to a main already under contract may be required to pay the Company an amount which, in its judgment, represents their equitable share of the original costs of the main.
- h.) Applicants taking service from an extension of main under special contract, as approved by DPUC, may be required to pay the Company an equitable share of the original cost of a pump station, storage tank or other facility.
- i.) Payments to the Company as share of original costs for a main extension will be refunded to the original depositors.

V. SERVICES - (See Appendices A-D for typical service installation diagrams)

- a) A single service may not supply more than a single premise. If a premises presently served by a single pipe is divided and no longer under the ownership of a single owner, it shall require installation of corresponding additional service pipes.
- b) When an applicant applies for service, except in conjunction with new main extensions, the Company will furnish, install, own and maintain such new service connections and will bear the cost of the service pipe from the main to the curb stop. The Company shall install and own the corporation and the curb stop and the applicant will be charged for furnishing and installing the curb box. The applicant will bear the costs of excavation, backfill removal and replacement of paving, walks, curbs, etc., necessarily incurred with respect to new services, and will be responsible for obtaining necessary permits and complying with safety requirements including shoring and all other trenching safety requirements. Services installed in conjunction with new main extensions shall be paid for by the customer or applicant based on the Company's approved service connection fees, during the life of the main extension contract.
- c) All services, new or renewed, for year round use shall typically be laid at a minimum invert depth of five feet below ground surface.
- d) All services, except those for private fire protection, shall be metered. The Company may meter private fire lines if it so desires.
- e) All new and renewed service connections with meters up to 1" in diameter are required to have installed, at the customer's expense, a meter yoke which meets Company standards.
- f) All new and renewed services shall be sized and constructed to comply with the Company's current design criteria and shall be a minimum of 1" in diameter. Service pipes normally shall be Type K Copper with no soldered joints underground, or cement-lined ductile iron.

In some instances the Company may approve the use of plastic pipe. Service piping of any material except Type K Copper shall conform to the specifications and installation standards of The Connecticut Water Company. Such pipe shall be PE 3408 SDR 9 CTS polyethylene, rated from 200 psi working pressure, or PE 3406 SDR 9 polyethylene, rated from 160 psi working pressure, with this information and the NSF seal appearing on the pipe. A 12-gauge tracer wire will be placed directly above each service line for the full length of the installation for ease in locating. Its use must have advance approval of the Company, be acceptable under the requirements of the town building codes, and be inspected prior to burying the service line.

The Company will not allow any plastic service within 500 feet of any commercial or industrial zoned area or any area with underground fuel tanks.

- g) Installation of new or renewed services is not allowed in easements or right of ways, without prior DPUC approval.
- h) All services shall be provided with a curb valve and curb box at the curb or at a convenient point prescribed by the Company between the curb and property line.
 - i) Seasonal service lines with a vertical rise shall be equipped with a stop and waste valve with an operating rod and valve box outside the building between the Company's curb valve and the building, regardless of meter location.
 - ii) Where more than one building on the premises is supplied by a single service, the branch line to each building shall have an underground shutoff valve box and operating rod outside the building.
- i) When replacement of a service connection is made at a customer's request for change in location or size of the service, the customer shall bear the full expense of relocation or enlargement. Maintenance of water piping installed within a private development and supplied from one service connection to the Company's main, shall be the responsibility of the private development, unless the water piping is owned by the Company with suitable easement rights by previous negotiation. Repairs may be made and billed for by the Company by pre-arrangement with the owners.
- j) The customer, at their own expense, shall furnish, install, own and maintain the service pipe from the curb stop to the interior of the building and shall assume ownership of a Company approved curb box, keeping service pipe and box in good repair and keeping the curb box readily accessible. If the curb box is not accessible for Company use, the Company has the right to make it accessible and/or operable and bill any cost to the customer. Installation of this section of the service line should be performed by a licensed plumber or in accordance with those provisions defined in Section 20-340 of the Connecticut General Statutes.
- k) The customer shall inform the Company prior to backfill in order that the Company may make an inspection and test to assure that the service pipe and installation complies with Company requirements. Testing is to include pressurizing the service pipe and a visual inspection of all joints for leakage. After inspection and approval of the trench, the depth of invert of the service may not be reduced to less than 5'-0", nor may any connection be made to the service pipe between the street shutoff and the meter. If the customer does not schedule the inspection prior to backfill, the Company may require that the pipe be re-excavated at the customer's expense to allow the Company to perform

the necessary inspection. No service pipe shall be turned on without prior approval by the Company.

- l) The customer shall assume the responsibility and expense of maintenance of customer's portion of the service pipe. Such service pipe shall be protected from freezing. Thawing of metallic service pipe, when required, may be done by the Company and the customer charged a special fee in accordance with the DPUC approved rates and charges. Such services shall be lowered at the customer's expense to prevent repetition of freezing. The Company cannot thaw freeze-ups in plastic service pipes or in service pipes located entirely within a private development served through one service connection.
- m) The customer is responsible for repairing all leaks and for other repairs, renovations and maintenance to all customer owned pipe, fixtures and equipment. If a leak develops in a customer service line or a customer owned service connection, the customer shall repair it without delay. When there is a leak in any service pipe from the curb box to the customer's premises and the owner cannot be readily found or shall refuse to make immediate repairs, the Company shall have the right, but not the duty, to make the necessary repairs and charge the customer for the same. If such repair work is not completed within a reasonable period specified by the Company (by telephone, in person or in writing to the customer), the Company may discontinue service until the leak is repaired, or repair the leak itself.
- n) The service pipe shall extend through that point on the customer's property line or the street line easiest of access to the utility from its existing distribution system and from a point at right angles to the existing or proposed distribution line in front of the premises to be served. If a multiple premises building is positioned at right angles to the existing distribution line, a new distribution line placed in an easement shall be necessary to permit right angle services to each premises. New or reconstructed service pipes shall not cross intervening properties. The approval of the Company shall be secured as to the proper location for the service pipe.
- o) Water service may not be laid in the same trench with other underground utility facilities. Separation distances of at least ten feet (measured horizontally) shall be maintained between any existing or proposed sanitary sewer piping, sewer manholes, septic tanks or any portion of a subsurface sewage disposal system.
- p) No service pipe shall cross any portion of a septic system or be installed less than 10 feet from any portion of a septic system.
- q) All underground lawn sprinkling systems shall be equipped with proper backflow prevention devices. Plans for such a system shall be approved by the Company before the installation is made, and the Company's final on-site inspection and approval is required before backfilling.

- r) If an existing multiple family house is being served by a single service and meter, and a part of the house changes ownership, the new owner shall be required to install a separate service and meter.
- s) Restoration of an abandoned service will be considered a new service installation.

t) SEASONAL CUSTOMERS

- i) Customers who wish to convert from seasonal to year round service shall obtain prior approval from the appropriate town officials and make the installation in conformance with Company specifications. The customer shall be responsible for lowering service to a minimum invert depth of five feet below ground level.
- ii) Seasonal services of less than five feet in depth shall be pitched toward the customer's stop and waste valve which shall be located between the house and curb shutoff, and depending on soil conditions, the Company may require that it have a permanently installed extension operating rod. Such services shall be drained when not in use. The Company will not be responsible for damages done to services which have not been properly drained. Services for building without cellars shall have underground stop and waste valves between building and curb shutoff.
- iii) Customers who wish to convert from seasonal to year round or vice versa may make the conversion only once.

u) FIRE SERVICES

- i) The installation of combined fire and domestic services will not be permitted without special approval of the Company. Prior to installation of fire sprinklers on any domestic service less than 2", the Company shall be notified in accordance with Section 19a-37a-1 of the Connecticut Public Health Code. Such sprinklers may only be installed on piping that is metered. No meter bypasses are permitted for such installations. It is the customer's responsibility to have the system designed and installed in accordance with all applicable state and local regulations. The Company makes no claim of reliability or adequacy of such system for fire protection. Such installation will not prevent the Company from pursuing normal termination procedures.
- ii) If a fire pump is desired at a customer's location, the pump curve data must be provided to the Company for review and approval prior to installation to determine if the location is suitable for a pump.

VI. METERS

- a) The Company shall determine the type, size and installation of the meter to be installed. All premises must be separately metered.
- b) The customer will provide, at their expense, an accessible and protected location for the meter, which location shall be subject to the approval of the Company at the time of service pipe installation.

The meter may be located inside a building when, in the opinion of the Company, an inside setting will provide adequate accessibility, protection against freezing or other damage to the meter, and when the service pipe from street line to place of use does not exceed 150 feet in length. A setting within a building shall be located just inside the cellar wall at a point which will control the entire supply, exclusive of fire lines, to the premises.

When no suitable place inside the building is available, or the service pipe exceeds 150 feet in length, the Company may require that the meter be set near the street shutoff with suitable valve in a pit at least five feet deep, with a cover. Pit and cover shall be approved by the Company. Meter pits or vaults, including the meter vault cover, become the property of the customer upon installation, and the customer is responsible for the maintenance and repair of the vaults as needed from time to time. Meter pits or vaults should be kept accessible and free of debris, which will help prevent the meter from freezing or being otherwise damaged.

- c) Meters will be owned, installed, tested and removed by the Company. Damage due to freezing, hot water, faulty connections, or customer's negligence shall be paid for by the customer.
- d) The customer is requested to notify the Company promptly of any defect in or damage to the meter or its connections.
- e) The Company may, at its discretion, install remote meter reading devices on its customers' meters. Customer requests for these installations will be reviewed on the basis of necessity.
- f) The Company may not be required to install a meter until all the requirements for a new service installation have been met, including the installation of a meter yoke.
- g) In order to assure accuracy, the Company may at any time remove a meter for tests; repairs or replacement. At a minimum, meters will be tested periodically in accordance with the regulations of the Department of Public Utility Control. Customers shall allow the Company access to their property for such periodic meter tests.

- h) Upon written request of a customer, the Company will test without charge to the customer, the accuracy of a meter in use at his premises provided the meter has not been tested by the Company or the DPUC within one year prior to such request.

Upon a request by a customer or an order by the DPUC, the Company shall notify the customer in writing within one week of the request that he/she, or his/her authorized representative, has the right to be present during the test. If the customer wishes to be present for the meter test, he shall notify the Company within 10 (ten) days of the written notification to arrange to be present for the test. The Company shall schedule a convenient time for all parties as its meter testing facility as soon as possible. A written report of the results of the test shall be furnished to the customer. The customer shall agree to abide by the results of such test as the basis for any adjustment of disputed charges. If the customer prefers, the DPUC can witness a test of the meter at a location other than the Company's own testing facility. The customer is responsible for all DPUC fees associated with witnessing a test.

- i) Submetering shall be permitted only with the approval of the Company and the Department of Public Utility Control.
- j) If a service cannot be shut down for periodic testing and removal of the meter, a second meter will be required.
- k) No person, other than a Company employee, shall break seals or disconnect meters unless specifically authorized in writing by the Company to do so. If any person takes such action without authorization from the Company, that person will be liable for any damages which may result therefrom, and shall be billed on the basis of water used in a similar period.
- l) The Customer is responsible for maintaining piping on either side of the meter in good condition and valved on both sides of the meter so that the meter may be removed or replaced conveniently and without damaging such piping. If a problem should develop subsequent to meter removal or replacement due to poor condition or the piping or hand valve, the customer shall be responsible for any necessary repairs and damage.
- m) Seasonal meters will be removed by the Company at the time service is shut off, tested, stored and replaced in the spring. Some seasonal meters are equipped with drain cocks and can be drained for the winter by the customer or its agent without removal. Seasonal activations and deactivations are done on a schedule determined by the Company. Customers are notified in advance by mail of the seasonal schedules. Customer requests to activate or deactivate their account on alternate dates shall be made to the Company with at least three days notice. Only Company personnel are authorized to operate the curb valve.

- n) Customers who satisfy all the requirements of the Company and their town officials for converting from seasonal to year round service will become metered customers subject to the Company's effective metered rates.
- o) Swimming pools or other facilities, which might require considerable quantities of water, may be required to be separately metered and to have separate services. Customers are not permitted to fill pools with water directly from hydrants. The Company may pursue appropriate enforcement action and may assess a usage fee based on estimated metered consumption.
- p) The Company can assume no responsibility for the clogging of interior house plumbing or flooding which may occur during or after interruption of service or repairs to services, meters or mains.

VII. BILLING AND COLLECTION

- a) Separate premises shall be separately billed.
- b) Customer billing, including fire protection charges, is monthly or quarterly with the frequency for an account determined by the Company based on the days of service, classification and consumption.
- c) When a meter reading is not available, an estimated bill will be rendered.
- d) Bills are payable when rendered. Failure of the customer to receive the bill or notice does not relieve him/her from the obligation of payment or from the consequences of its non-payment.
- e) The property owner is generally the customer of record and is responsible for payment of water bills. However, if the property is rented or leased, the tenant may be the customer if a written lease or agreement specifies that the tenant is responsible for the water bill. The Company's usual procedures for applying for water service should be followed in either case.
- f) The Customer shall be liable for all charges for water service until such service has been disconnected by the Company pursuant to instruction from the customer or until the Company receives a notice of change in ownership or change in lessee.
- g) Meters still in place will continue to be billed for a minimum meter charge unless customer requests water be turned off and meter removed. If the customer requests the water be turned off and the meter removed before the end of the billing period, the meter charge will be prorated to reflect the actual number of days in service during the billing period.
- h) Bills for seasonal service shall be rendered at the time the meter is installed or a connection is made and the minimum charge payable in advance for the seasonal period. Prorated charges will be made in cases where premises are occupied for the first time after July 1.
- i) Where a premise is supplied by two or more meters connected to a single service, the minimum charge for each meter shall be applied and the registrations combined in the computation of consumption charges. Where a premise is supplied through more than one service, the minimum charge shall be applied to each meter and the registrations shall not be combined. Combined billing will not be allowed except where approved by the DPUC.
- j) Guarantee contracts are billed semi-annually in advance with semi-annual adjustment for actual revenue received.

- k) Water for construction purposes, or for tank trucks, will be metered in accordance with the Company's approved rates and charges.
- l) Miscellaneous sales are billed as the service is rendered.
- m) Bills that are incorrect due to meter or billing errors will be adjusted based upon Section 16-11-71 of the Regulations of Connecticut State Agencies. Whenever a meter in service is tested and found to have over-registered more than two percent, the Company will adjust the customer's bill for the excess amount paid determined as follows:
 - i) If the time at which the error first developed can be definitely determined, the amount of overcharge shall be based thereon.
 - ii) If the time at which the error first developed cannot be definitely determined, it shall be assumed that the over-registration existed for a period equal to one-half of the time since the meter was last tested. If more than one customer received service through the meter during the period for which the refund is due, a refund will be paid to the present customer only for the time during which they received service through the meter.
 - iii) Whenever a meter in service is found not to register or meter reading is not available, the Company may render an estimated bill. The Company will estimate the charge for the water used by averaging the amount registered over a similar period preceding or subsequent to the period of non-registration or for corresponding periods in previous years, adjusting for any changes in the customer's usage.
 - iv) Billing adjustments due to fast meters will be calculated on the basis that the meter should be 100% accurate. For the purpose of billing adjustment, the meter error shall be one-half of the algebraic sum of the error at a maximum test flow plus the error at intermediate test flow.
 - v) When a customer has been overcharged as a result of incorrect reading of the meter, incorrect calculation of the bill, incorrect connection of the meter, or other similar reasons, the amount of the overcharge will be refunded or credited to the customer.
 - vi) When a customer has been undercharged as a result of incorrect reading of the meter, incorrect calculation of the bill, incorrect connection of the meter, or other similar reasons, the Company may bill or otherwise hold the customer financially liable for no more than one year after the customer receive such service per State Statute 16-259(a).

VIII. DENIAL OR TERMINATION OF SERVICE

- a) Refusal or discontinuation of service by a water company is restricted by certain provisions of Connecticut General Statutes and of the regulations of the DPUC. Copies of the applicable statutes and regulations are available for inspection at all of our offices.
- b) Notices regarding termination of service shall:
 - i) Be sent via first class mail at least 15 days before the termination.
 - ii) Contain the grounds for termination.
 - iii) Contain explanation of customers' rights.
- c) New service may be denied or termination proceedings may be started by the Company for any of the following reasons and carried out subject to the aforementioned restrictions.
- d) Service may be terminated without notice, again subject to certain restrictions, for:
 - i) A condition determined by the Company to be hazardous.
 - ii) In the event of illegal or unauthorized provision of service.
- e) Service may be terminated with notice, for:
 - i) Non-payment of a delinquent account, provided the Company notified the customer and is in compliance with all of the procedures prescribed in Section 16-3-100 (c) through (h) of the Regulations of Connecticut State Agencies.
 - ii) Failure by a customer to comply with the terms of any agreement where under they are permitted to amortize the unpaid balance of an account over a reasonable period of time, or any failure for such a customer to simultaneously keep their account for utility service current as charges accrue in each subsequent billing period. Except where the customer has made a payment or payments amounting to 20% of the balance due, in which case the Company shall not terminate service until further notice of the conditions the customer must meet to avoid termination is sent to the customer. Such notice shall not entitle the customer to further review as provided by Subsection VII e-1 of these regulations or to additional notice upon subsequent payment of 20% of the balance due.

- iii) Violation of or non-compliance with the Company's Rules and Regulations.
 - iv) When the Company has discovered that a customer has obtained unauthorized water service by fraudulent means or material misrepresentation or has diverted the water service for unauthorized use or has obtained water service without same being properly registered upon the Company's meter.
 - v) Tampering with the equipment furnished and owned by the Company.
 - vi) Failure of the customer to permit the Company reasonable access to its equipment during normal working hours.
 - vii) Failure of the customer to make necessary service line repairs after reasonable notice to avoid the wasting of water.
 - viii) Failure of the customer to furnish such service, equipment, permits, certificates or rights of way as shall have been specified by the Company as a condition to obtaining service, or if such equipment or permissions are withdrawn or terminated.
 - ix) Failure of non-residential customer to fulfill their contractual obligations for service or facilities subject to regulation by the DPUC.
 - x) Customer use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others.
 - xi) Failure or refusal of the customer to reimburse the utility for repairs to or loss of utility property on the customer's property when such repairs are necessitated or loss is occasioned by the intentional or negligent acts of the customer or their agents.
 - xii) Failure to comply with the Public Health Code of the State of Connecticut pertaining to cross connection control requirements at the premises.
 - xiii) When the Company has determined that the furnishing of water service would be contrary to any orders, ordinances or laws of the federal or state government or any political subdivision thereof.
 - xiv) Failure of the customer to provide identification within 15 days of opening an account.
- f) Termination proceedings may be started by the Company for non-payment of a delinquent account, provided that the Company has notified the customer of the

delinquency and has made a diligent effort to have the customer pay the delinquent account. A termination notice to a customer whose account is delinquent will be mailed no earlier than 63 days after mailing the original quarterly bill or 33 days after mailing the original monthly bill. Actual termination of the service will not occur earlier than 13 days after mailing the termination notice.

g) The Company will not terminate service to a customer if:

- i) The customer has filed an unresolved complaint or dispute with the Company and/or the DPUC. Such complaints must be made to the Company within seven days of receipt of a termination notice. Such complaint shall be reviewed by the Company as prescribed by Section 16-3-100 (g) of the Regulations of Connecticut State Agencies;
- ii) There is known to be serious illness in the home of a residential customer. The Company must be notified by a doctor within 13 days of a customer's receipt of a termination notice, and such notice must be confirmed by letter within a week after the verbal notification. The notice must be renewed every 15 days or the last day of the period specified by the physician as to the length of the illness. The customer is required to make a reasonable arrangement with the Company to pay the delinquent part of his/her bill, and to pay all future bills on a current basis while the illness continues;
- iii) The customer of record is a landlord or agent for an individually metered occupied residential rental property, and the delinquent bill is for water service to that property. If practicable, arrangements may be made with the tenant for payment of bills for future service, and appropriate legal action may be taken against the customer for the delinquent and current amounts. However, if reasonable arrangements have been made with the tenant and the tenant refused to cooperate, the Company may terminate service to the tenant upon proper notice;
- iv) The customer of record is a landlord or agent for an occupied residential rental property, and for water service to that property where the meter services multiple units/tenants. In the event such account is delinquent bill, the Company may pursue payment through the rent receivership process or other appropriate collection methods.
- v) The day immediately prior to a weekend or holiday except under conditions as set forth in sub-paragraph (d)(i) of this section where there is determined to be a condition that is hazardous.

IX. PRIVATE FIRE SERVICE

- a) Fire hydrants and sprinkler systems shall be installed and maintained at the expense of the customer. The size, material and locations of piping, and plans and specifications for any tanks and pumps that may be required, shall be submitted in writing to the Company for approval. The Company must inspect the installation before backfill and must witness the pressure test and all flow tests for compliance with the approved plans and specifications. The Company may meter private fire lines where there is demonstrated justification such as unauthorized use of the service and/or where unusual circumstances prevail in the customer's premises.
- b) Prior to the installation of any fire sprinkler system, the Company shall be notified in accordance with Section 19a-37a-1 of the Connecticut Public Health Code.
- c) A backflow prevention device shall be required on a line to a fire sprinkler system with any siamese connection in accordance with the Connecticut Public Health Code.
- d) Operating tests of private fire hydrants and sprinkler systems shall be made only after notification to and approval by the Company.
- e) No water shall be taken from a private fire hydrant except for use on the property in which it is located, nor for any purpose other than to extinguish fires or to test fire fighting equipment. Such uses of water for purposes other than fire fighting shall be made only after notification to and approval by the Company.
- f) The Company shall not be held liable or responsible for any losses or damage resulting from fire or water which may occur due to the installation of a private fire service system or any leakage or flow of water therefrom.
- g) In cases where a private development is to be served by a single service connection and ownership of the single service pipe or distribution main is not held by the Company, a separate fire service main may be required to accommodate private fire hydrant service.
- h) With Company approval, a single fire service may service more than a single premise.
- i) The customer shall provide the Company with approval from the local fire marshal and a letter from their insurance carrier acknowledging that the fire service is being disconnected before a customer's request for discontinuance of a private fire service can be processed by the Company. The owner is responsible for billings until terminated.

X. FIRE PROTECTION CHARGES

- a) All public fire hydrants, except certain town owned hydrants, shall be owned and maintained by the Company.
- b) Any hydrants and mains located on public property, easement, or a public right of way are subject to public fire charges and billed to the municipality.
- c) Any mains located on private property, easement, or private right of way that are installed at the expense of a private property owner and any hydrants installed by the company on such mains shall be owned and maintained by the Company and are subject to the Fire in Private Rights of Way charges and billed to the property owner.
- d) Fire departments desiring to use water from hydrants for testing equipment or for any purpose other than that of extinguishing fires, must notify the Company in advance of such usage.
- e) Persons who desire to use water from public hydrants for purposes other than fire fighting must first obtain permission from the Company. Persons using water without permission of the Company shall be prosecuted to the full extent of the law.

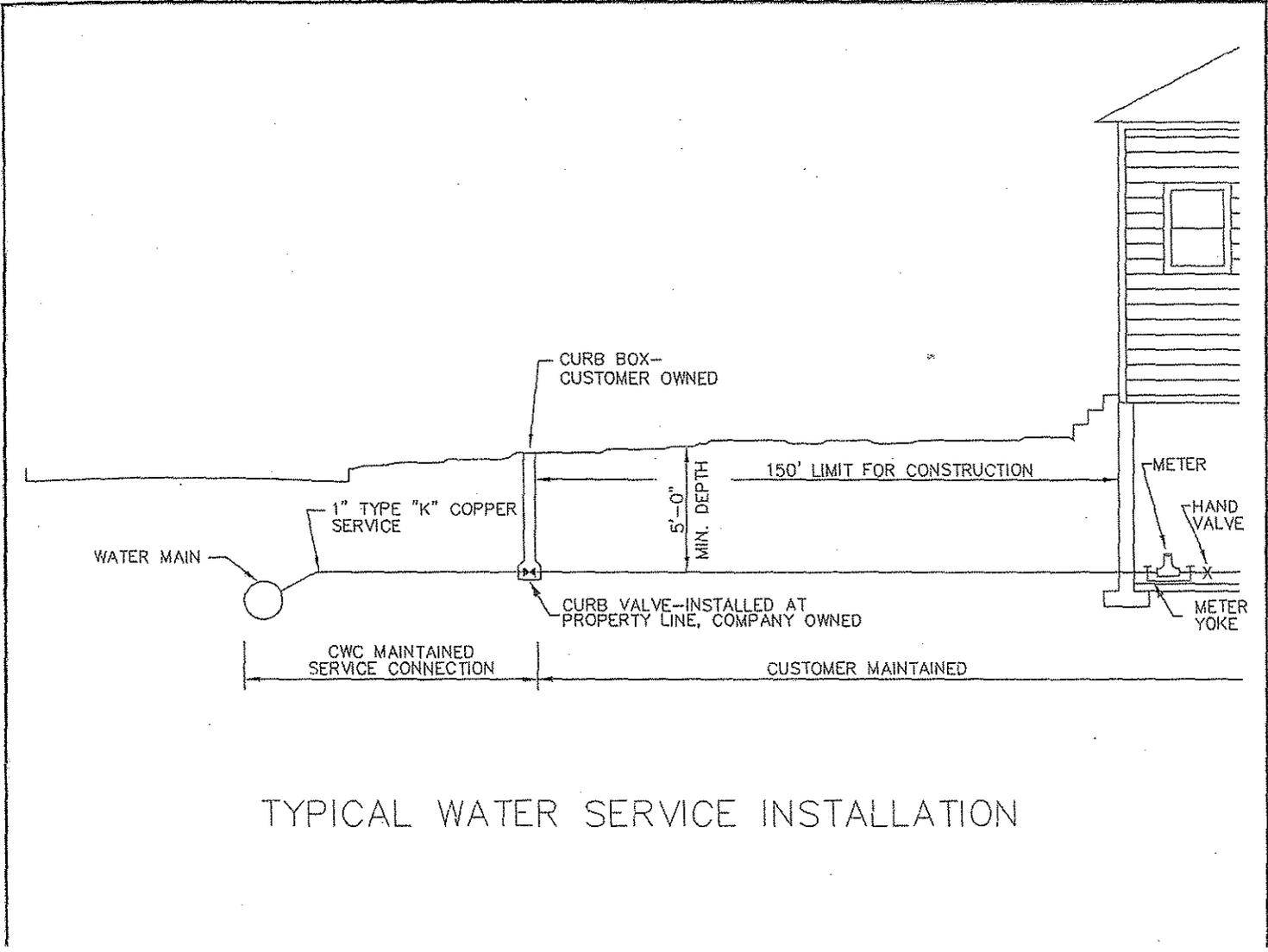
XI. COMPANY RESPONSIBILITIES

- a.) The Company undertakes to supply its customers with water which meets the requirements of the State of Connecticut Department of Public Health, and which has such physical and chemical properties as to make it acceptable for domestic use. However, the Company does not undertake to render any special service, to maintain any fixed pressure, to deliver any fixed quantity of water, or special quality water.
- b.) The Company shall not be liable for any damage to person or property, sustained as a result of any break, failure or accident in or to its system or any part thereof, which is not due to the Company's negligence, or which, being known to the customer, was not reported by that customer in time to avoid or mitigate such damage.
- c.) Company employees performing work at a customer's premises, shall wear a company uniform or carry a badge or other identification card identifying him/her as a company employee.

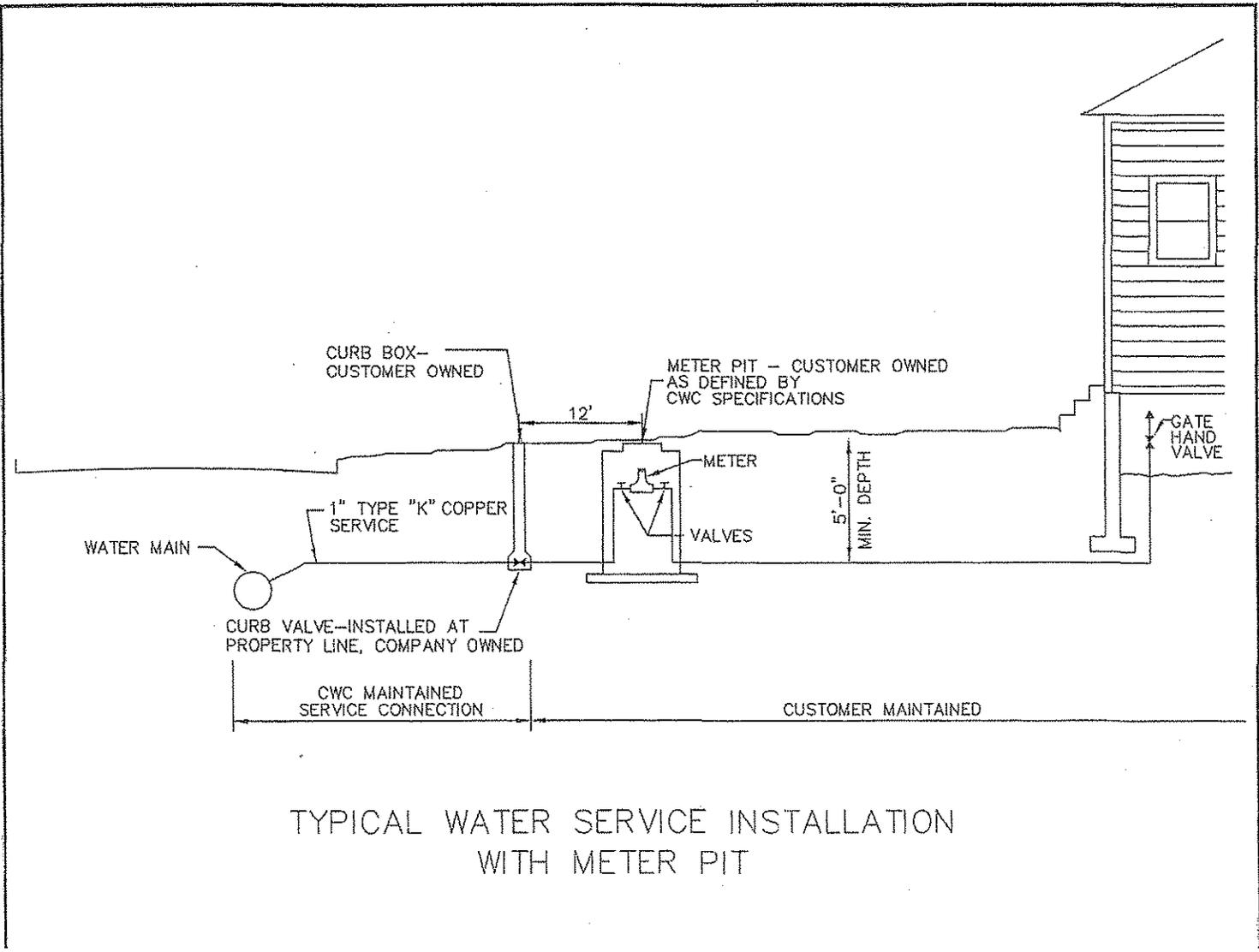
XII. NOTES

XIII. APPENDIX

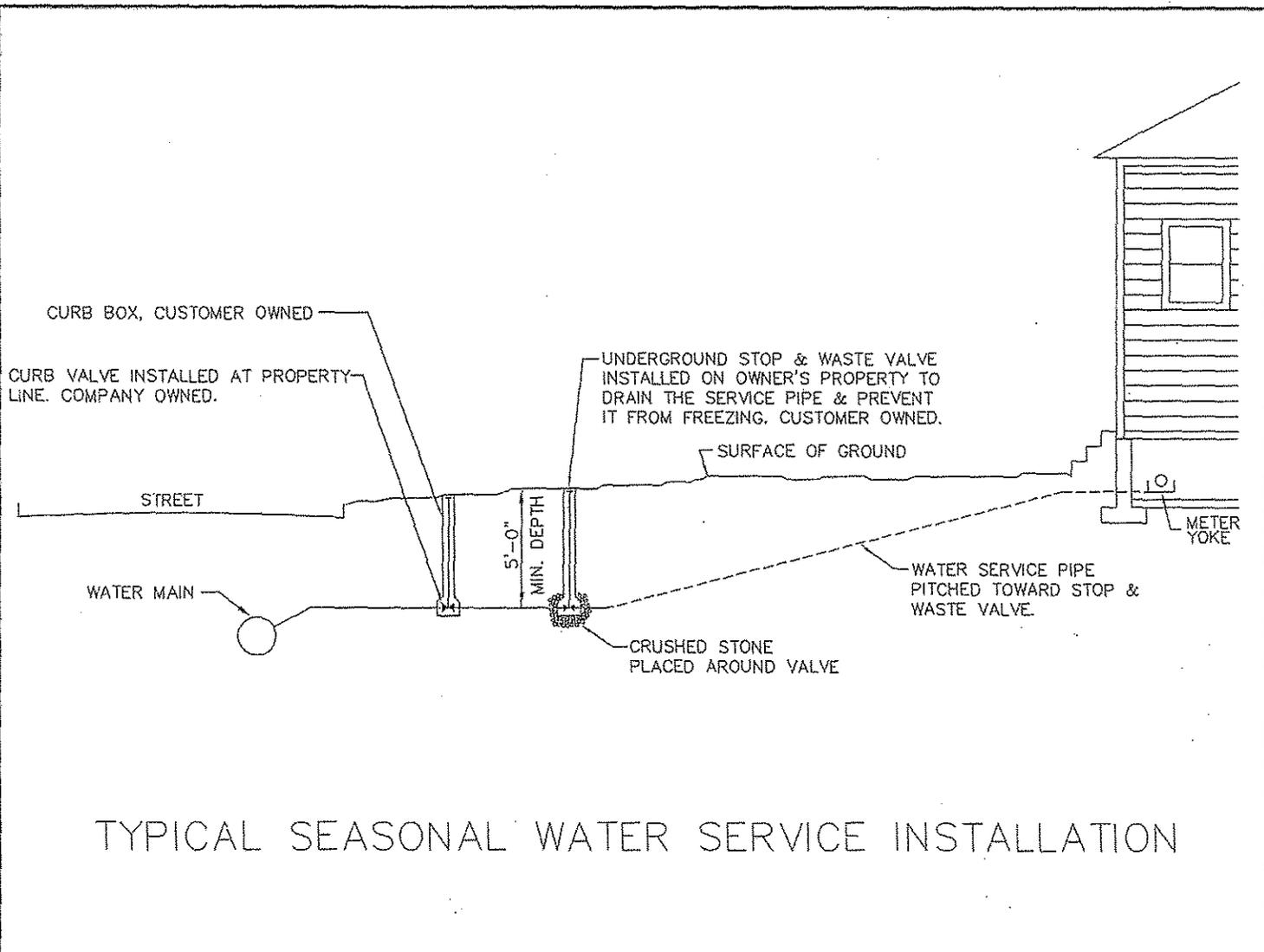
- a.) Diagram - Typical Water Service Installation
- b.) Diagram - Typical Water Service Installation with a Meter Pit
- c.) Diagram - Typical Seasonal Water Service Installation
- d.) Diagram - Typical Meter Yoke Installation
- e.) Diagram - Typical Meter Yoke Installation with PRV
- f.) Customer Information – Your Water Service



TYPICAL WATER SERVICE INSTALLATION

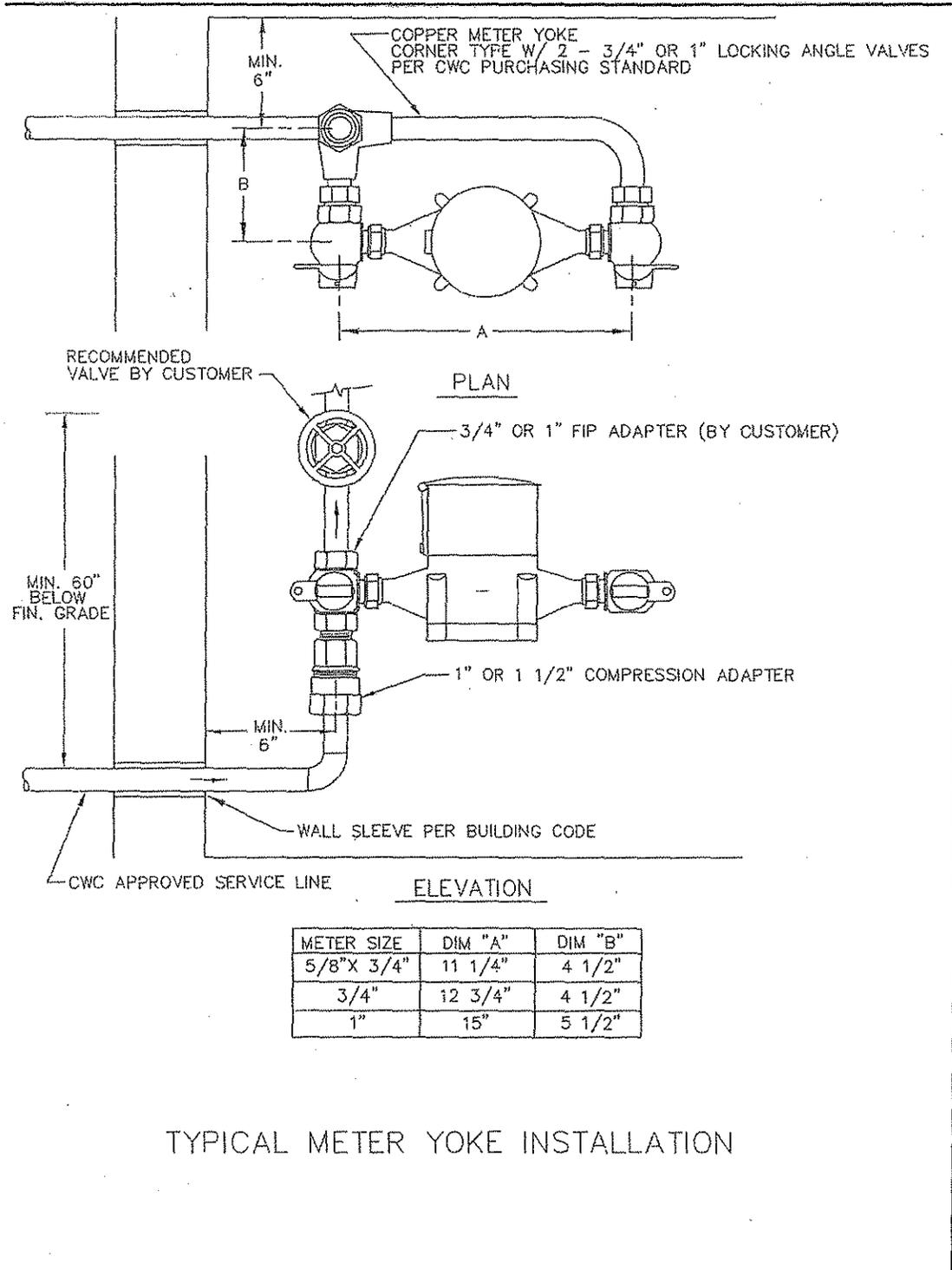


TYPICAL WATER SERVICE INSTALLATION
WITH METER PIT



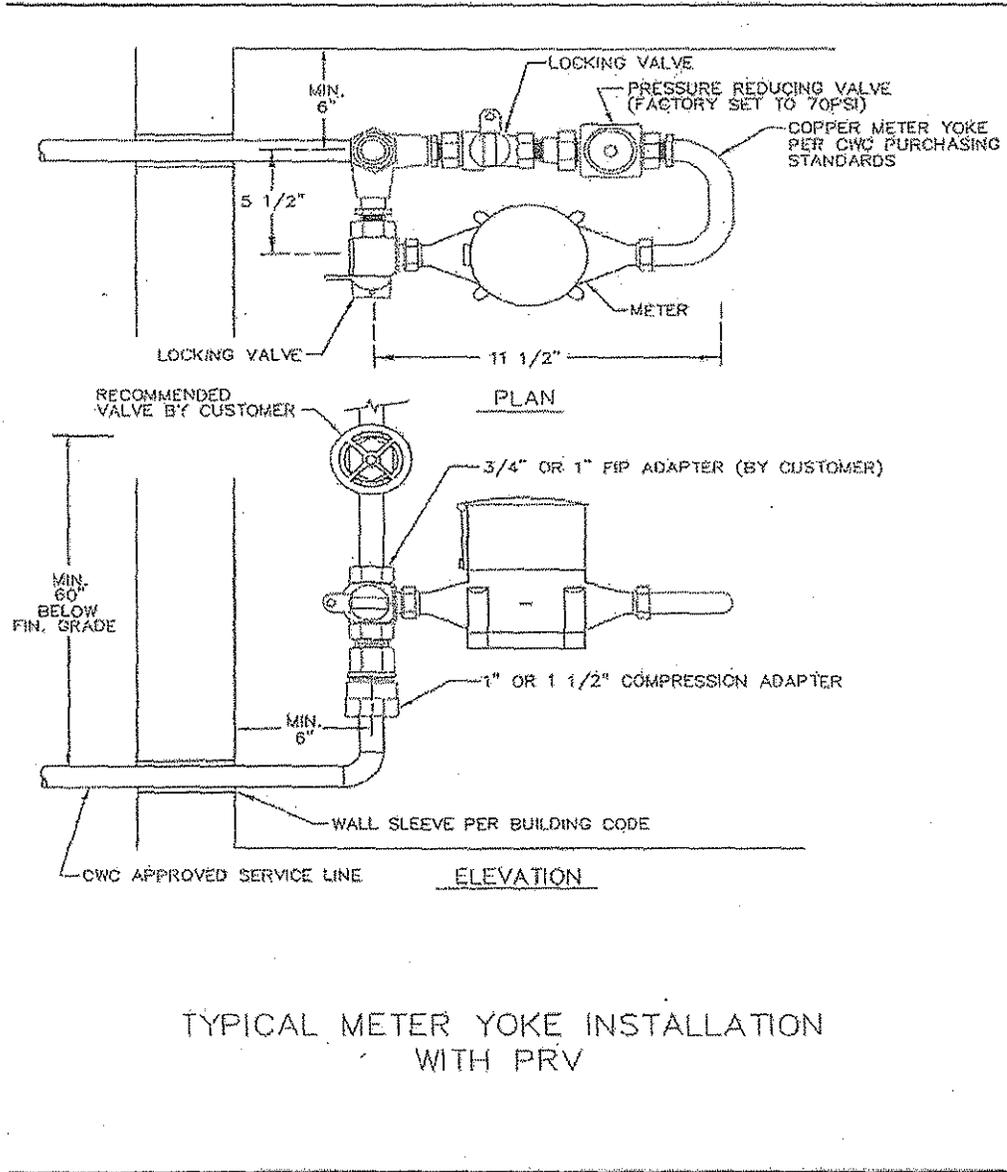
TYPICAL SEASONAL WATER SERVICE INSTALLATION

APPENDIX D



TYPICAL METER YOKE INSTALLATION

APPENDIX E



TYPICAL METER YOKE INSTALLATION WITH PRV

APPENDIX F

Your Water Service

There are many components necessary to provide water service to your home. This illustration identifies the components of a typical residential water service and the responsibility of the water company and the customer for these components.

1 Water Mains: Miles of water mains carry treated water from our reservoirs and wells to your premises. They are Company owned.

2 Tap: This is the connection at the water main for the service line to your building. Company owned.

3 Service Line: This is the pipe that goes from the water main to your building. The Company owns the portion from the water main to the curb valve. The Customer owns the remaining portion after the curb valve to and into the building.

4 Curb Valve: The valve that controls the flow of water to your building. Company owned.

5 Curb Box: A cylindrical iron box with a cover, at the curb line, that provides access to the curb valve. Customer owned.

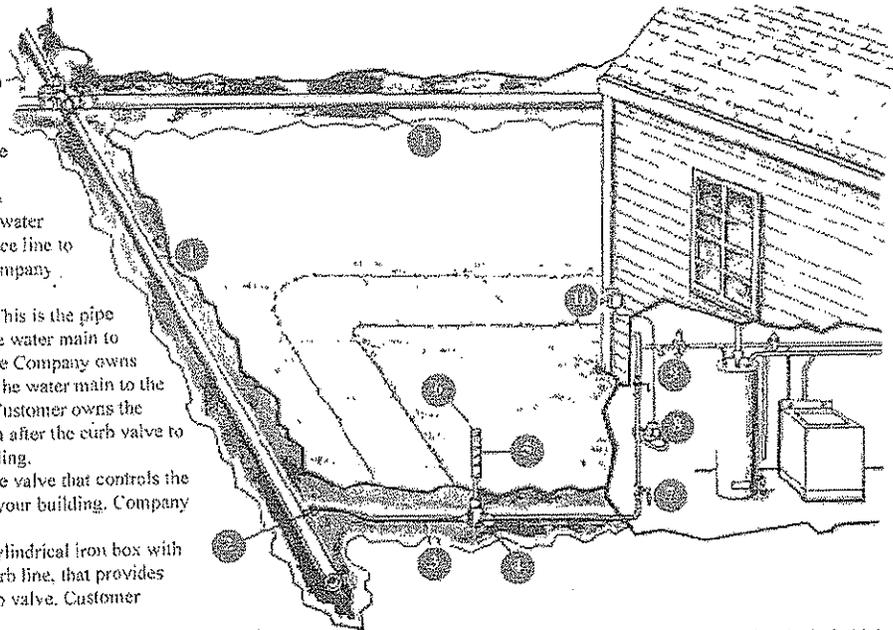
6 Curb Box Cover: Protects the valve and keeps the box free of dirt and foreign matter. Customer owned.

7 Cellar Valve (may be part of a meter horn assembly): Controls the flow of all water coming into the premises. Valve and meter horn are Customer owned.

8 Water Meter (usually located inside the building): Records how much water is used. It is Company owned, but the customer is responsible for any damages (freezing, vandalism, external causes, etc.) and may be charged for repairs or replacement.

9 Pressure Reducing Valve (only in high pressure areas): Controls and regulates the pressure of water coming into the building. Customer owned.

10 Remote Meter Reading Receptacle: Permits us to obtain meter readings without entering the premises. Company owned.





**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; Cynthia van Zelm, Executive Director, Mansfield Downtown Partnership;
Date: October 28, 2013
Re: Storrs Center Update

Subject Matter/Background

The Town Council has requested that we cover two subjects under this agenda item:

- Energy Costs for Nash-Zimmer Transportation Center
- Clean Energy Communities Municipal Pledge

Nash-Zimmer Transportation Center

At the September 9, 2013 meeting, the Town Council reviewed and approved the Nash-Zimmer Transportation Center Operations Plan and Budget. This plan estimated utility costs for the center at \$4.00 per square foot, per the architect's estimate. The architect's estimate was provided by their Mechanical/Electrical/Plumbing consultant for buildings of this variety.

For comparison purposes, Councilor Freudmann requested information on the utility costs for both the Senior Center and the Town Hall. Attached per this request is a list of the FY 2012/13 utility costs for these buildings. Staff has converted these expenditures to a cost per square foot. The cost of utilities on a square footage basis is \$2.82 for the Senior Center and \$4.11 for the Town Hall.

It is important to note that staff does not consider either of these municipal buildings as comparable to the Nash-Zimmer Transportation Center for overall utility usage. Below is a chart of a few factors that go into the utility cost of a building, along with the corresponding attribute for each of the three facilities – Transportation Center, Town Hall and Senior Center.

Description	Intermodal Center	Town Hall	Senior Center
Age of Building	New	83 Years 1930/1957/1965/1978	34 Years 1979/1987/1996
Building Envelope	Steel-framed metal stud walls with brick veneer. R-8 batt insulation in the metal stud walls with extruded polystyrene rigid insulation in the external wall airspaces.	Inefficient - Lack of insulation; dampers not working properly	Inefficient - Lack of insulation; dampers not working properly
Age/Efficiency of Heating/Cooling Systems	New. The heating and cooling systems were matched to the thermal characteristics of the building so as not to be overdesigned. The forced-air heating system uses both a natural gas powered rooftop unit and electric duct heaters.	Systems efficient, one of two boilers new but hampered by the building envelope	Systems efficient, 8 year old boiler, but hampered by the building envelope
No. of Telephones	5	124	16
No. of Computers	8-10 computers; 1 parking garage cash register/workstation; 4 video screens (wall-mounted); 3 LED signboards (inside); 3 LED signs (outside)	113	22
Weekly Hours of Usage	76 hours	80 hours	50-60 hours

Clean Energy Communities Municipal Pledge

At the June 24, 2013 meeting, the Town Council authorized the Mayor to issue the Clean Energy Communities Pledge, to demonstrate the Town of Mansfield's participation in the state's Clean Energy Communities Program. By agreeing to participate in this campaign, the Town pledged by 2018 to reduce its energy consumption by 20 percent from a baseline level and to convert 20 percent of its municipal building electricity use to renewable energy sources. The pledge is

non-binding and does not disqualify communities that add facilities during the pledge period. Furthermore, the Nash-Zimmer Transportation center is designed to promote public transportation and cycling, which will serve to reduce carbon emissions.

Attachments

- 1) Utility Costs by Building
- 2) Memo from J. Russell to C. Trahan, dated 10/22/13
- 3) Clean Energy Communities Municipal Pledge

**Town of Mansfield
Utility Costs by Building**

	<u>FY 2012/13 Costs</u>
Senior Center:	
Electricity	10,856
Natural Gas	8,306
Water/Sewer	1,018
Cable TV	855
Telephone	748
Internet/FiberOptic Connection *	4,327
Total Senior Center Utility Costs	26,109
Square Footage	9,243
<i>Cost per Square Foot</i>	<i>\$ 2.82</i>
 Town Hall:	
Electricity	58,540
Natural Gas	21,345
Fuel Oil	-
Water/Sewer	1,462
Telephone	13,452
Internet/FiberOptic Connection *	12,188
Total Town Hall Utility Costs	106,987
Square Footage	26,000
<i>Cost per Square Foot</i>	<i>\$ 4.11</i>

* Shared Internet and FiberOptic Connections - Allocation per Jaime Russell's memo dated 10/22/13

Intermodal Center Estimates \$4.00/square foot for utilities

To: Cherie Trahan, Finance

From: Jaime Russell, I.T.

Date: 10/22/2013

Subject: Senior & Wellness Center and Town Hall Internet, Intranet, and Telephone Costs

The Mansfield Senior & Wellness Center and the Mansfield Town Hall jointly share a server system that provides their Internet, Intranet, and telephone service for the lowest cost. This is possible because we use Voice over Internet Protocol (VOIP) for our phone communication and TCP/UDP for our Internet and Intranet communication, each of which are compatible Ethernet packet based systems. We intentionally divide the connectivity between Charter Business, Inc. and AT&T, Inc. to reduce our risks if one vendor experienced an outage, particularly in the event of a natural disaster.

The monthly costs are as follows:

- 20 megabit per second access line with 5 static IPs (\$99.99 to Charter Business, Inc.)
- 1 gigabit per second optical fiber line (\$172.97 to Charter Business, Inc.)
- State PUC Fee (\$0.56 to Charter Business, Inc.)
- 23 B channels and 1 D channel Primary Rate Interface circuits (\$505 to AT&T, Inc.)
- 8 analog telephone circuits (\$178 to AT&T, Inc.)
- Intrastate/Interstate telephone minutes for 8/26/13 bill; varies month-to-month (\$224.14 to AT&T, Inc.)
- Direct Inward Dialing service (\$67.50 to AT&T, Inc.)
- State E9-1-1 Surcharge Fee (\$3.16 to AT&T, Inc.)
- State Service Fund Fee (\$0.35 to AT&T, Inc.)
- Federal Universal Service Fund Fee (\$26.72 to AT&T, Inc.)
- Federal Subscriber Line Charge Fee (\$68.31 to AT&T, Inc.)
- Federal PRI Line Port Charge Fee (\$28.55 to AT&T, Inc.)
- Federal Regulatory Fee (\$1.01 per to AT&T, Inc.)

Attached are copies of the vendor bills documenting the above costs.

While the two buildings are physically separate, the single server system provides service as if they were physically one building and does not divide the access of either building. Internet, Intranet, and telephone traffic is pooled to ensure we are making the maximum use of the infrastructure and as such, we can purchase the least amount of access. However, using the square footage of each building as a means of delineating relative size, we can divide the monthly Internet, Intranet, and telephone cost as follows:

- \$360.58 for the Mansfield Senior & Wellness Center
- \$1,015.68 for the Mansfield Town Hall



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager
CC: Maria Capriola, Assistant Town Manager; Lon Hultgren, Director of Public Works; Virginia Walton, Recycling Coordinator
Date: June 24, 2013
Re: Clean Energy Communities Municipal Pledge

Subject Matter/Background

The Clean Energy Communities program is an initiative funded by both the Clean Energy Finance and Investment Authority (CEFIA) and the Connecticut Energy Efficiency Fund. CEFIA and the Energy Efficiency Fund have developed the Clean Energy Communities program, designed to reduce energy use and to increase support for clean, renewable energy for municipal facilities. By signing the Clean Energy Communities Municipal Pledge, the Town would pledge to reduce municipal building energy consumption by 20 percent from a baseline level and converting 20-percent of municipal building electricity use to renewable energy sources, both by 2018. In return, the Town would earn points for community support of energy efficiency and renewable energy programs. Upon making the pledge, the Town would be eligible to receive a Bright Idea Grant that can be applied toward an energy-saving project.

The Town participated in a similar program from 2005 until 2011 when the program was sponsored by the Clean Energy Fund. The Town made clean energy purchases equivalent to 20-percent of the municipality's energy consumption, and the Town's Energy Education Team promoted the residential program, CleanEnergyOptionssm; where residents opted to purchase clean energy through their electric bill. Residential participation in CleanEnergyOptionssm earned the Town seven kilowatts of photovoltaic panels, which were all placed on E. O. Smith High School's roof.

The pledge is non-binding and mirrors the energy conservation measures that the Town has taken since 2004. For example, Siemens Corporation has performed energy audits on our municipal buildings, and we have completed several of the audit recommendations. In 2007, the Town began tracking its municipal energy consumption and reporting these findings annually to the Mansfield Sustainability Committee.

Financial Impact

Signing the pledge would not have a negative financial impact on the Town. Energy efficiency and renewable energy projects could be financed in a variety of ways, such as power purchase agreements and performance contracting, but will need to be evaluated on a project by project basis.

Legal Review

Legal review is not required as this action is non-binding.

Recommendation

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

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

Move, effective June 24, 2013, to authorize the Mayor to issue the attached Clean Energy Communities Municipal Pledge, demonstrating the Town of Mansfield's participation in the Clean Energy Communities Program.

Attachments

- 1) Clean Energy Communities Municipal Pledge

CLEAN ENERGY COMMUNITIES MUNICIPAL PLEDGE

The Clean Energy Communities program is an initiative funded by both the Clean Energy Finance and Investment Authority (CEFIA – formerly known as the Connecticut Clean Energy Fund) and the Connecticut Energy Efficiency Fund. CEFIA and the Energy Efficiency Fund develop programs which collectively seek to have Connecticut cities and towns both reduce energy use and increase support for clean, renewable energy for municipal facilities. The Energy Efficiency Fund programs are administered by The Connecticut Light and Power Company, The United Illuminating Company, Yankee Gas Service Company, The Southern Connecticut Gas Company, and/or Connecticut Natural Gas Corporation (collectively, “the Companies”).

By applying currently available energy efficiency and clean, renewable energy technologies the Town of Mansfield can save money, create a healthier environment and strengthen local economies; and **accordingly, the Town of Mansfield makes the following Clean Energy Communities Municipal Pledge:**

1. The Town of Mansfield pledges to reduce its municipal building energy consumption by 20% by 2018. Building energy consumption shall be determined by benchmarking municipal building energy consumption to a baseline fiscal year. The Town of Mansfield can elect from the following fiscal years to determine its energy baseline year: 2008-2009, 2009-2010, 2010-2011, or 2011-2012.
 - a. The Town of Mansfield will seek to reduce its municipal building energy consumption for municipal facilities by at least 20% by 2018. The schedule follows:
 - i. July 1, 2012 to June 30, 2013: 5% Reduction
 - ii. July 1, 2013 to June 30, 2014: 8% Reduction
 - iii. July 1, 2014 to June 30, 2015: 11% Reduction
 - iv. July 1, 2015 to June 30, 2016: 14% Reduction
 - v. July 1, 2016 to June 30, 2017: 17% Reduction
 - vi. July 1, 2017 to June 30, 2018: 20% Reduction
 - b. The Town of Mansfield will work with the Companies, contractors or other entities to benchmark all of its municipal buildings (including board of education buildings) to determine all municipal building energy usage.
 - c. Beginning July 1, 2015, the Town of Mansfield agrees to provide documentation of its municipal building energy consumption on an annual basis by the end of the first quarter of the following fiscal year.

eligible to receive incentive rewards from CEFIA under the Clean Energy Communities program.

3. The Town of Mansfield agrees to promote energy efficiency and clean, renewable technologies in its community. The Town of Mansfield is encouraged to establish a Clean Energy Task Force, or comparable body. This entity will assist the municipality in meeting the Clean Energy Communities Municipal Pledge and to perform education and outreach among residents, businesses and institutions within the community concerning energy efficiency and clean, renewable energy programs.

By taking the pledge and meeting the Clean Energy Community Program requirements outline by CEFIA and the Connecticut Energy Efficiency Fund, the Town of Mansfield may qualify, subject to the terms of separate formal contracts, for the following grants:

- a. CEFIA. For every 100 points; the Town of Mansfield may earn a 1 kilowatt (or equivalent) clean energy system.
- b. Energy Efficiency Fund. For every 100 points, the Town of Mansfield may earn a Bright Idea Grant that can be used for energy-saving projects. The Town of Mansfield is eligible for two Bright Idea Grants per fiscal year.

Elizabeth C. Paterson
Mayor
Town of Mansfield

Date

*The Town of Mansfield understands that the Clean Energy Communities Municipal Pledge is not a contract, and that CEFIA, the Energy Efficiency Fund, and the Companies have not contracted, committed, agreed or promised, to perform or incur any obligations, in any manner, hereunder.

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; Cherie Trahan, Director of Finance; Cynthia van Zelm, Executive Director, Mansfield Downtown Partnership
Date: October 28, 2013
Re: First Amendment to Parking Management Agreement

Subject Matter/Background

Attached please find a proposed First Amendment to the Parking Management Agreement between the Town and Leyland Storrs, LLC. The purpose of the amendment is to memorialize Leyland's contribution to the overrun for the Storrs Center parking garage.

Key terms of the agreement are as follows:

- *Development Payment* – As the Operator, Leyland would agree to reimburse the Town in the principal amount of \$770,391, referenced as the "Development Payment," for the full cost of the seventh deck of the parking garage. Leyland would reimburse the Town by making an annual payment equal to the greater of \$60,000 or Leyland's share of net operating income from the parking garage (set at 50%). Commencing on 08/15/13, the Development Payment is subject to an interest rate of 2.5%, until paid in full. Leyland's first payment would be due on 08/15/14 and there would be no prepayment penalty.
- *Term* – The Term of the Parking Management Agreement would be extended by 10 years until 06/30/30, in order to provide Leyland with an opportunity to cover some portion of its contribution through net operating income derived from the operation of the parking garage.
- *Assignment* – As the Operator, Leyland would not be able to assign its rights to the Parking Management Agreement (as amended) without approval from the Town, which could not be unreasonably withheld after taking into account the reputation and financial capability of the assignee and provided that Leyland is not in default of its obligations under the Agreement.

LeylandAlliance LLC, the parent corporation for Leyland Storrs LLC, has guaranteed the operator's obligations under the Parking Management Agreement.

Fiscal Impact

Leyland's reimbursement to the Town would cover a considerable share of the \$1.4 million overrun for the parking garage. The Town is also negotiating a settlement agreement with Desman Associates, the design firm for the parking garage.

Legal Review

The Town's special counsel has prepared the proposed amendment in consultation with the Town Attorney.

Recommendation

I recommend that the Council authorize me to execute the proposed amendment to the parking management agreement, in order to receive this important reimbursement to the Town.

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

Move, effective October 28, 2013, to authorize the Town Manager to execute the proposed First Amendment to the Parking Management Agreement between the Town of Mansfield and Leyland Storrs, LLC.

Attachments

- 1) Proposed First Amendment

Record and return to:

Day Pitney LLP
242 Trumbull St
Hartford, CT 06103
Attn: Rosemary G. Ayers, Esq.

**FIRST AMENDMENT TO
PARKING MANAGEMENT AGREEMENT**

This **FIRST AMENDMENT TO PARKING MANAGEMENT AGREEMENT** (this "**Amendment**") is dated as of October __, 2013, by and between the **TOWN OF MANSFIELD** (the "**Town**"), a municipal corporation organized under the laws of the State of Connecticut, having an address at 4 South Eagleville Road, Mansfield, Connecticut 06268, and **LEYLAND STORRS, LLC**, a limited liability company formed under the laws of the State of Connecticut (the "**Operator**"), having an address at P.O. Box 878 – 233 Route 17, Tuxedo, New York 10987 (each a "**Party**," and collectively, the "**Parties**").

RECITALS

- A. Storrs Center Alliance, LLC ("**SCA**"), the Town and Education Realty Trust, Inc. ("**EDR**") entered into that certain Development Agreement Phases 1A and 1B dated as of February 15, 2011 and recorded in Volume 707, Page 198 of the Mansfield Land Records, as supplemented by Supplement to Development Agreement dated as of May 26, 2011 and recorded in Volume 707, Page 311 of the Mansfield Land Record (as so supplemented, the "**Original Development Agreement**"), for the purpose of developing Storrs Center, expected to eventually comprise up to 800 units of housing, 150,000 to 200,000 square feet of retail, office, and other commercial space, as well as other public and private improvements in downtown Storrs, located in the Town of Mansfield, CT nearby the University of Connecticut campus.
- B. SCA's right, title and interest in the Original Development Agreement was assigned to, and SCA's obligations thereunder assumed by, Operator by that certain Assignment and Assumption of Development Agreement dated as of August 30, 2011 and recorded in Volume 715, Page 343 of the Mansfield Land Records, and EDR's right, title and interest in the Original Development Agreement was assigned to, and EDR's obligations thereunder assumed by, EDR Storrs LLC ("**EDR Storrs**") by that certain Assignment and Assumption of Development Agreement dated as of August 30, 2011 and recorded in Volume 715, Page 326 of the Mansfield Land Records. The Original Development Agreement was amended by that certain Amendment to Development Agreement dated as of October 1, 2011, and recorded in Volume 715, Page 397 of the Mansfield Land Records (the "**First**

Amendment", and the Original Development Agreement, as amended by the First Amendment, the "**Development Agreement**"). References hereinbelow to EDR and SCA shall be EDR Storrs and Leyland Storrs, LLC, respectively.

- C. As noted in subsection E of the "Recitals" of the Development Agreement, the **Town** has sought and been awarded grants from the State of Connecticut to make and to own and control certain public improvements that will benefit Storrs Center including, but not limited to \$10,000,000 in grant funds from the State of Connecticut Department of Economic and Community Development (the "**DECD Grant Funds**") to be utilized for the design and construction of a parking structure. Per the Development Agreement, the Intermodal/Parking Facility, which the Town is responsible to design and construct pursuant to Development Agreement Section 3.01(a), is "integral to the success of the [Storrs Center] Project." See, Development Agreement, Section 3.01(b).
- D. Per subsection 9.05(a) of the Development Agreement, Operator has assumed management responsibility for the Intermodal/Parking Facility, Internal On-Street Parking and the Storrs Road Parking under that certain Parking Management Agreement between Operator and the Town dated as of June 14, 2012 (the "**Parking Management Agreement**"), which superseded the provisions of Section 9.05 of the Development Agreement relating to such management. The Parking Management Agreement was recorded in Volume 729, Page 264 of the Mansfield Land Record. Initial capitalized terms not defined herein shall have the meanings ascribed thereto in the Parking Management Agreement.
- E. As required by Section 9.05 of the Development Agreement, paragraph 6(B) of the Parking Management Agreement provides, in pertinent part, that after certain operating expenses are paid or reimbursed: (1) 50 per cent of annual net parking revenues received from the Public Garage, the Shared Facilities and the On-Street Parking are paid to Operator and (2) 50 percent of such net parking revenues are paid to the Town until the aggregate amount distributed to the Town under paragraph 6(B)(2) of the Parking Management Agreement equals the aggregate amount of Annual Reserve Amounts to be deposited in the Repair and Replacement Reserve through the date of such distribution, and (C) the balance, if any, of such net parking revenues is paid to the Operator.
- F. Paragraph 3 of the Parking Management Agreement provides that the term of the Agreement and therefore Operator's capacity to continue to receive income per paragraph 6 of the Parking Management Agreement shall terminate on "June 30th of the 7th fiscal year of the Town following the October 1 immediately succeeding the issuance of the certificate of occupancy for the Residential Component of Phase 1A," of the Storrs Center Project.
- G. The certificate of occupancy for Phase 1A of the Storrs Center Project was issued on August 1, 2012. Therefore the Operator's capacity to continue to

receive income under paragraph 6 of the Parking Management Agreement, and the Operator's maintenance obligations, will end on June 30, 2020, when paragraph 3 of the Parking Management Agreement anticipates that control of the Public Garage, Shared Facilities and On-Street Parking will revert to the owner of the Parking Garage and Shared Facilities, the Town of Mansfield.

- H. In fulfilling its contractual responsibility to construct the Public Garage, the Town was required by Section 3.01(a) of the Development Agreement to design the facility "... to accommodate approximately 540 structured parking spaces (the "**Basic Design**")." Said Section 3.01(a) further required, in pertinent part, that "The Town shall also prepare an alternate design for the Intermodal/Parking Facility that includes one additional level of parking in the parking structure, increasing its capacity to no more than 650 parking spaces (the "**Alternate Design**")..."
- I. Section 3.01 of the Development Agreement illustrates the parties' intention to take into account the needs of SCA and EDR in constructing the Intermodal/Parking Facility. On the other hand, said Section 3.01 also displays the determination of the parties that SCA or EDR agree to fund any costs incurred by the Town in excess of grant proceeds in constructing the Alternate Facility, instead of shifting such burden to the taxpayers of the Town.
- J. The Developer Parties (as defined in the Development Agreement) informed the Town that they wanted the Town to construct "the Alternate Design" of the Intermodal/Parking Facility, adding an additional (seventh) level of parking to the parking structure. At that time, the Developer Parties and the Town estimated that the costs of constructing the seventh level of the parking structure would exceed the DECD Grant Funds by approximately \$200,000. In a letter dated November 15, 2011, SCA agreed that SCA would pay for the costs of constructing the Alternate Design to the extent such costs were not covered by the DECD Grant Funds.
- K. The Intermodal/Parking Facility has been constructed in accordance with "the Alternate Design," adding a seventh level of parking to the parking structure. For various reasons, the construction of the Intermodal/Parking Facility resulted in a substantial cost overrun. The actual cost overrun exceeds the total amount of DECD Grant Funds and other public grant funds available to pay for the Intermodal/Parking Facility project; it also exceeds the previously estimated, approximately \$200,000 shortfall of implementing "the Alternate Design" by adding a seventh level of parking to the parking structure as requested by the Developer Parties.
- L. The Town and the Operator desire to set forth their agreement herein with respect to reimbursement of the Town by the Operator for the cost to the Town of adding a seventh floor to the parking structure, and to enable the

Operator to potentially recapture these funds by continuing to maintain management responsibility for the Parking Garage, the Shared Facilities and the On-Street Parking beyond the original term of the Parking Management Agreement. The Parties recognize that by virtue of this Agreement, the Operator is agreeing to fund an amount in excess of the originally estimated shortfall in the approximate amount of \$200,000 related to the Alternate Design, and that Operator is agreeing to do so in consideration of the agreements contained in this Amendment as set forth below.

M. This First Amendment to Parking Management Agreement is authorized by subparagraph 13(G) of the Parking Management Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby amend the Parking Management Agreement as follows:

1. The Recitals set forth above are hereby incorporated in and made a part of this Amendment.
2. The Parking Management Agreement is hereby amended to add thereto the following Paragraph 14:

“14. Development Payment. Operator hereby agrees to contribute the sum of \$770,391 (the “**Development Payment**”) to the Town to reimburse the Town for costs incurred by the Town with respect to constructing the Intermodal/Parking Facility in the Alternate Design as requested by the Developer Parties (as defined in the Development Agreement). The Development Payment shall bear interest at the rate of two and one-half percent (2.5%) per annum on the unpaid balance thereof from August 15, 2013 until paid in full. Commencing on August 15, 2014 and continuing on each August 15 thereafter until the Development Payment (together with all accrued unpaid interest thereon) is paid in full, the Development Payment, together with the accrued, unpaid interest, shall be paid by the Operator to the Town in annual installments, each such installment equal to the greater of (i) \$60,000, or (ii) the aggregate amount Operator is entitled to retain with respect to the immediately preceding fiscal year under subparagraphs 6(B)(1) and 6(C) of this Agreement. Each installment shall be applied as follows: (a) first, to accrued unpaid interest on the Development Payment, and (b) the balance against the Development Payment. Nothing herein shall prevent the Operator from prepaying the Development Payment in full, together with all accrued unpaid interest thereon, without premium or penalty. Notwithstanding anything to the contrary contained herein, (x) the unpaid balance of the Development Payment, together with accrued unpaid interest thereon, shall become immediately payable upon the termination

of this Agreement, and (y) the Operator's obligation to pay the Operator's obligations under this Paragraph 14 shall survive the expiration or earlier termination of this Agreement. If Operator fails to pay any amount in full when due, such amount shall bear interest at the Default Rate until paid in full."

3. To help enable the Operator herein to recover some or all of said funds paid to the Town pursuant to the above paragraph 2 of this Amendment, paragraph 3 of the Parking Management Agreement is hereby deleted in its entirety and the following is substituted therefor:

"3. Term. The term of this Agreement (the "**Term**") shall commence on August 20, 2012 (the "Commencement Date") and shall continue until June 30, 2030."

4. Paragraph 13(C) of the Parking Management Agreement is hereby amended to delete the first clause of the second sentence thereof in its entirety and to substitute therefor the following:

"The Operator shall not assign its rights and obligations under this Agreement without the prior written approval of the Town, which approval shall not be unreasonably withheld, after taking into account all obligations that remain to be performed by the Operator under this Agreement, and the reputation, experience, financial capability and ability to perform of the assignee assuming such obligations and provided the Operator is not in default under this Agreement and the assignee assumes all of the obligations of the Operator under this Agreement in a written agreement reasonably acceptable to the Town;"

5. Paragraph 13(C) of the Parking Management Agreement is hereby further amended to add the following at the end of said Paragraph 13(C):

" Any assignment without the requisite approval required hereunder shall be null and void and without any force or effect."

6. The Parking Management Agreement is hereby amended to insert the word "Town" in front of the references to "Development Agreement" in the last Whereas of the Recitals thereof and in Paragraph 4(L) thereof.
7. This Amendment may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute but one instrument.
8. Except as otherwise set forth in this Amendment, the Parking Management Agreement is unchanged and is hereby ratified, confirmed and approved in all respects.

IN WITNESS WHEREOF, the Parties have executed and delivered this Amendment as of the date first above written.

TOWN:

Town of Mansfield

By _____
Matthew W. Hart
Its Town Manager

OPERATOR:

Leyland Storrs, LLC

By _____
Howard Kaufman
Its Manager

STATE OF)
) ss:
COUNTY OF)

On this the ____ day of October, 2013, before me the undersigned officer, personally appeared Howard Kaufman, who acknowledged himself to be a manager of Leyland Storrs, LLC, a Connecticut limited liability company, signer of the foregoing instrument, and that he as such manager, being authorized so to do, acknowledged the execution of the same for the purposes therein contained and as his free act and deed as such manager and the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

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

On this the ____ day of October, 2013, before me the undersigned officer, personally appeared Matthew W. Hart, who acknowledged himself to be the Town Manager of the Town of Mansfield, a Connecticut municipal corporation, signer of the foregoing instrument, and that he as such officer, being authorized so to do, acknowledged the execution of the same for the purposes therein contained and as his free act and deed as such officer and the free act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

PAGE
BREAK



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MH*
CC: Maria Capriola, Assistant Town Manager; Michael Ninteau, Director of Building and Housing Inspection
Date: October 28, 2013
Re: Amendments to the Ordinance Regarding Residential Rental Parking

Subject Matter/Background

It has come to staff's attention that an inconsistency exists between the terms of the Ordinance Regarding Residential Rental Parking and the Motor Vehicle Traffic and Parking Ordinance. The Motor Vehicle Traffic and Parking Ordinance establishes the Town's parking regulations that include a fee table for various violations. This ordinance also requires that fines due are doubled if not paid within 10 days of issuance. The Ordinance Regarding Residential Rental Parking does not contain the doubling provisions, which has led to some confusion with respect to enforcement. Also, staff has identified an issue based on the transient nature of some tenants that are affected by the Residential Rental Parking Ordinance. Some of these tenants have claimed that they were not aware of the off street parking requirements because their landlords had not informed them of the existence of the regulation.

Staff suggests two modifications to alleviate future confusion:

- 1) Revise the language in the Ordinance Regarding Residential Rental Parking to allow a fine to double 10 days after issuance if not paid in full; and
- 2) Require the posting of the approved parking site plan at each affected dwelling unit, and allow the landlord to be cited for a violation of this provision.

Financial Impact

These changes should have minimal financial impact with some additional revenue collected as a result of enforcement.

Legal Review

The Town Attorney has reviewed this proposal and concluded that it is legally sound and may be enacted by the Council and implemented by Town staff.

Recommendation

If the Council wishes to consider the proposed amendments to the Ordinance Regarding Residential Rental Parking, it can refer the proposal to an ordinance development and review subcommittee or schedule a public hearing to solicit public comment on the proposed changes.

In this case, as the proposed changes are relatively minor in scope, staff recommends that the Town Council schedule a public hearing.

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

Move, effective October 28, 2013, to schedule a public hearing for 7:30PM at the Town Council's regular meeting on November 12, 2013, to solicit public comment regarding the proposed amendments to the Ordinance Regarding Residential Rental Parking.

Attachments

- 1) Ordinance Regarding Residential Rental Parking (current)
- 2) Proposed Amendments to the Ordinance Regarding Residential Rental Parking (deletions ~~crossed-out~~, additions **bold/underline**)

Chapter 152. RENTAL PROPERTY

Article II. Off-Street Parking

§ 152-9. Title.

This article shall be known and may be cited as the "Ordinance Regarding Residential Rental Parking."

§ 152-10. Legislative authority.

This article is enacted pursuant to the provisions of C.G.S. § 7-148 et seq., as amended.

§ 152-11. Findings and purpose.

The Town Council of the Town of Mansfield finds that motor vehicle parking at numerous residential rental properties, particularly those with one, two or three dwelling units, has created, on a regular and frequent basis, unsafe, blighted and congested conditions and other negative neighborhood impacts within the Town. This situation has been most common on properties within the Town's Rental Certification Zone that do not have adequately sized and delineated parking areas that safely accommodate all residents and their guests. The requirements set forth in this article will promote neighborhood compatibility and the general safety, health and welfare of the people of Mansfield by helping to ensure safe vehicular and pedestrian ingress and egress, safe emergency vehicle and personnel ingress and egress and the preservation and enhancement of neighboring property values.

§ 152-12. Definitions.

For the purposes of this article, the words and phrases used herein shall have the following meanings, unless otherwise clearly indicated by the context:

DWELLING UNIT

A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

LOT

A tract, plot, parcel or other unit of land having fixed boundaries designated on a plot, survey or assessor's map, or in a deed.

RESIDENTIAL RENTAL PROPERTY

Any lot containing one, two or three rental dwelling units.

§ 152-13. Applicability.

This article shall apply to any such residential rental property situated within the Rental Certification Zone of the Town of Mansfield established in the Housing Code, § 130-35 of the General Code of the Town of Mansfield, except residential rental property owned by the State of Connecticut and residential rental property containing a dwelling unit which is the primary place of residence of the owner in which he or she remains for more than one-half of the calendar year, which are exempt. To qualify for exemption, any such owner-occupant must be the record owner of a minimum 50% fee simple interest in said residential rental property in his or her personal individual capacity only.

§ 152-14. Parking space site plan requirements.

Any residential rental property within the Town's Rental Certification Zone shall contain designated and approved parking spaces set forth in a parking space site plan in compliance with the following standards:

- A. All nonexempt on-site parking on any residential rental property within the Town's Rental Certification Zone shall be in spaces designated in a parking space site plan submitted by the property owner and approved by the Town per the requirements of this section as set forth below. Any parking violation of any such plan may subject such parking violator to citation and fine pursuant to § 152-18 of this article.
- B. Subsequent to that date which is 30 days after written notification by the Town to a residential rental property owner of the requirements of this article and its applicability to the owner's residential rental property, no certificate of compliance required by the Housing Code of the Town of Mansfield may be issued to an owner of such residential rental property or renewed, unless the owner has submitted a parking space site plan to the designated Town official and gained official approval of the plan. Any violation of this subsection may subject any such property owner to citation and fine pursuant to § 152-18 of this article.
- C. All site work required to implement an approved parking space site plan shall be completed within 90 days of said approval unless an extension of time is sought and secured pursuant to § 152-17 of this Article. Any violation of this subsection may subject any such property owner to citation and fine pursuant to § 152-18 of this article.
- D. To satisfy the requirements of this article, any residential rental property owner within the Town's Rental Certification Zone shall submit to the designated agent of the Town of Mansfield for approval a drawn-to-scale parking space site Plan of the owner's residential rental property that depicts property lines, driveways, sidewalks/bicycle paths, dwellings and structures, all proposed on-site parking spaces, existing and proposed landscaped areas, trees over 12 inches in diameter (measured five feet above grade) within the area where parking is proposed, fencing, and other site features that may affect parking locations. In addition, the site plan shall detail the surface material of the proposed spaces. Any failure to satisfy the requirements of this Section is a plan violation which may subject

such owner to a citation and fine pursuant to § 152-18 of this article. To be approved, any such parking space site plan shall meet the following criteria, except that a modification of the criteria may be sought and secured in proper circumstances, per § 152-16 of this article:

- (1) The number of proposed on-site spaces shall be adequate for all tenant vehicles and a limited number of guest vehicles. Depending on site and occupancy characteristics, a minimum of two exterior spaces and a maximum of six exterior spaces shall be provided per dwelling unit.
- (2) No parking space shall be located within five feet of a roadside sidewalk or bicycle path.
- (3) Parking spaces shall be a minimum of eight feet wide and 18 feet long.
- (4) Parking spaces shall be designed so that a backing-up movement onto an adjacent street is not required.
- (5) Except for parking areas immediately adjacent to an existing site driveway or parking areas situated over 100 feet from a street, parking shall not occur between the street and the subject dwelling.
- (6) Parking spaces shall be paved or surfaced with an acceptable dust-free surface such as compacted stone, stone dust or gravel. Lawn areas or other landscaped areas are not acceptable surfaces for parking spaces.
- (7) No existing landscape area or lawn area shall be disturbed and no tree over 12 inches in diameter shall be removed to create new parking spaces, unless no other acceptable parking spaces can be established on site.
- (8) Parking spaces shall be designed and graded to address potential drainage and/or winter icing problems, and suitable areas shall be provided for snow storage.
- (9) There shall be a permanent barrier or barriers separating the parking area from the rest of the site.
- (10) Any necessary Inland Wetland Agency or Public Works Department permits shall be obtained prior to parking space site plan approval pursuant to this article.

§ 152-15. Fees.

A parking place site plan review fee in the amount of \$35 per dwelling unit must be submitted to the Town along with the proposed site plan. No review will be done and no approval will be granted prior to payment in full of this fee.

§ 152-16. Modification of parking space site plan.

In a situation where a parking area without observable or known traffic safety or neighborhood impact problems was established prior to the effective date of this article, or if lot size or configuration, structure locations, topography and other site constraints or other

documented factors would make strict compliance with the criteria of § 152-14 unreasonable, the Town-designated official(s) reviewing a parking space site plan is authorized to approve modifications of the § 152-14 criteria. No modification shall be approved that would result in an unsafe situation or one that would be inconsistent with the findings and purpose contained in § 152-11. The details of any modification permitted by this section must be recorded and entered into an appropriate Town file.

§ 152-17. Extension of time; temporary waiver of compliance.

Any applicant who has a written contract for the performance of work necessary to comply with this article but whose implementation of required parking improvements is delayed may submit a written petition to an authorized Town official seeking a temporary waiver of compliance. The petition shall include information reasonably necessary for the Town official to make a decision and include a signed statement by the contractor specifying the date of beginning and expected date of completion of the work. If the Town official finds that the delay is reasonable, said official may issue a temporary waiver of compliance expiring on the date when the work should be completed. The applicant shall request a site inspection by the Town official on or before such date of completion. Upon notification that the required improvements have been completed, the designated Town official shall inspect the property and either confirm compliance or list any violations of this article that remain. Failure to complete improvements within an authorized extension of time may subject the property owner to citation and fine pursuant to § 152-18 of this article.

§ 152-18. Enforcement; violations; citations and fines.

- A. The Town Manager shall designate in writing one or more Town officials empowered to take enforcement or other action authorized by this article.
- B. Any person violating the provisions of this article by failing to file or gain approval of a parking space site plan, by failing to complete site work required by an approved parking space site plan within the time period required or authorized by this article, or by parking in an area on residential rental property not designated for parking in a Town-approved parking space site plan shall be deemed to have committed an infraction and may be issued a citation. Said citation shall inform the person named therein of the allegations against him or her, the amount of the fine due, and the date on which payment of the fine is due, which shall be no later than 10 days after the date of the citation. Said citation shall be hand delivered, affixed to the vehicle or property, or mailed by certified mail, return receipt requested, addressed to the person named therein at his or her last known address. Citations shall be punishable with a fine of \$90 for each violation. Each separate day that a violation exists after the issuance of a citation shall be subject to a separate additional fine without the issuance of a separate citation. Any initial violation or infrequent violation may be addressed through the issuance of a warning rather than a citation, unless a significant safety or neighborhood impact problem is observed or significant damage has been done to a lawn or other landscape area due to parking in an unauthorized area.

C. In addition to any other remedy authorized by this article, if any such fine issued pursuant to the provisions of this article is unpaid beyond the due date, the Town may initiate proceedings under the authority of C.G.S. § 7-152c and Chapter 129 of the General Code of the Town of Mansfield, Hearing Procedure for Citations, to collect any such fine.

§ 152-19. Appeals procedure.

Any person fined pursuant to this article may appeal such fine pursuant to the provisions of the Town of Mansfield Hearing Procedure for Citations set forth in Chapter 129 of the General Code of the Town of Mansfield.

§ 152-20. Word usage.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of either gender shall include both genders.

152-14 Parking Site Plan Requirements

Any residential rental property within the Town's Rental Certification Zone shall contain designated and approved parking spaces set forth in a parking space site plan in compliance with the following standards:

A. All nonexempt on-site parking on any residential rental property within the Town's Rental Certification Zone shall be in spaces designated in a parking space site plan submitted by the property owner and approved by the Town per the requirements of this section as set forth below. Any parking violation of any such plan may subject such parking violator to citation and fine pursuant to § 152-18 of this article.

B. Subsequent to that date which is 30 days after written notification by the Town to a residential rental property owner of the requirements of this article and its applicability to the owner's residential rental property, no certificate of compliance required by the Housing Code of the Town of Mansfield may be issued to an owner of such residential rental property or renewed, unless the owner has submitted a parking space site plan to the designated Town official and gained official approval of the plan. Any violation of this subsection may subject any such property owner to citation and fine pursuant to § 152-18 of this article.

C. All site work required to implement an approved parking space site plan shall be completed within 90 days of said approval unless an extension of time is sought and secured pursuant to § 152-17 of this Article. Any violation of this subsection may subject any such property owner to citation and fine pursuant to § 152-18 of this article.

D. To satisfy the requirements of this article, any residential rental property owner within the Town's Rental Certification Zone shall submit to the designated agent of the Town of Mansfield for approval a drawn-to-scale parking space site Plan of the owner's residential rental property that depicts property lines, driveways, sidewalks/bicycle paths, dwellings and structures, all proposed on-site parking spaces, existing and proposed landscaped areas, trees over 12 inches in diameter (measured five feet above grade) within the area where parking is proposed, fencing, and other site features that may affect parking locations. In addition, the site plan shall detail the surface material of the proposed spaces. Any failure to satisfy the requirements of this Section is a plan violation which may subject such owner to a citation and fine pursuant to § 152-18 of this article. To be approved, any such parking space site plan shall meet the following criteria, except that a modification of the criteria may be sought and secured in proper circumstances, per § 152-16 of this article:

(1) The number of proposed on-site spaces shall be adequate for all tenant vehicles and a limited number of guest vehicles. Depending on site and occupancy characteristics, a minimum of two exterior spaces and a maximum of six exterior spaces shall be provided per dwelling unit.

(2) No parking space shall be located within five feet of a roadside sidewalk or bicycle path.

(3) Parking spaces shall be a minimum of eight feet wide and 18 feet long.

(4) Parking spaces shall be designed so that a backing-up movement onto an adjacent street is not required.

(5) Except for parking areas immediately adjacent to an existing site driveway or parking areas situated over 100 feet from a street, parking shall not occur between the street and the subject dwelling.

(6) Parking spaces shall be paved or surfaced with an acceptable dust-free surface such as compacted stone, stone dust or gravel. Lawn areas or other landscaped areas are not acceptable surfaces for parking spaces.

(7) No existing landscape area or lawn area shall be disturbed and no tree over 12 inches in diameter shall be removed to create new parking spaces, unless no other acceptable parking spaces can be established on site.

(8) Parking spaces shall be designed and graded to address potential drainage and/or winter icing problems, and suitable areas shall be provided for snow storage.

(9) There shall be a permanent barrier or barriers separating the parking area from the rest of the site.

(10) Any necessary Inland Wetland Agency or Public Works Department permits shall be obtained prior to parking space site plan approval pursuant to this article.

E. Upon approval, a copy of the approved site plan must be posted and maintained within the dwelling unit.

152-18 Enforcement, Citations, Violations and Fines

Any person violating the provisions of this article by failing to file or gain approval of a parking space site plan, by failing to complete site work required by an approved parking space site plan within the time period required or authorized by this article, **failing to post and maintain a copy of the approved site plan within the dwelling unit**, or by parking in an area on residential rental property not designated for parking in a Town-approved parking space site plan shall be deemed to have committed an infraction and may be issued a citation. Said citation shall inform the person named therein of the allegations against him or her, the amount of the fine due, and the date on which payment of the fine is due, ~~which shall be no later than 10 days after the date of the citation.~~ Said citation shall be hand delivered, affixed to the vehicle or property, or mailed by certified mail, return receipt requested, addressed to the person named therein at his or her last known address. Citations shall be punishable with a fine of \$90 for each violation. ~~Each separate day that a violation exists after the issuance of a citation shall be subject to a separate additional fine without the issuance of a separate citation.~~ **The amount of any fine not paid within 10 days shall be doubled.** Any initial violation or infrequent violation may be addressed through the issuance of a warning rather than a citation, unless a significant safety or neighborhood impact problem is observed or significant damage has been done to a lawn or other landscape area due to parking in an unauthorized area.



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matthew Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant to Town Manager
Date: October 28, 2013
Re: Contract Between the Mansfield Board of Education and the Mansfield Education Association

Subject Matter/Background

The Mansfield Board of Education and the Mansfield Education Association have agreed to the attached four (4) year successor agreement. In accordance with Connecticut General Statutes (CGS) 10-153d(b), on October 22, 2013 the Mansfield Board of Education filed a copy of the contract between the parties with the Town Clerk.

With respect to teacher's contracts, pursuant to CGS 10-153d(b) the Town Council may exercise one of three options within thirty (30) days of the date of filing with the Town Clerk's Office:

- 1) Ratify/approve the tentative agreement;
- 2) Reject the tentative agreement, in which case the matter shall be referred to binding arbitration; or
- 3) Take no action, in which case the tentative agreement shall be considered ratified by the town after the 30-day waiting period from the date of file.

Town staff does not participate in labor relations involving Mansfield Board of Education employees. However, Councilor Ryan did attend the negotiation sessions as the Council's representative. The cost projections related to the tentative agreement do appear favorable with respect to recently negotiated teacher settlements around the state.

Financial Impact

Over a four year period, the proposed successor agreement represents an 11.2% increase, whereas the state-wide average represents a 12.42% increase. More detailed information can be found in the attached memo.

Legal Review

The Mansfield Board of Education has negotiated the agreement with the assistance of its labor attorney.

Attachments

- 1) F. Baruzzi re: Key Provisions of Settlement with the Mansfield Board of Education and Mansfield Education Association
- 2) Legal Notice
- 3) CGS §10-153d
- 4) Contract between the Mansfield Board of Education and the Mansfield Education Association



THE PUBLIC SCHOOLS OF MANSFIELD, CONNECTICUT

FREDERICK A. BARUZZI, SUPERINTENDENT

FOUR SOUTH EAGLEVILLE ROAD
 MANSFIELD, CONNECTICUT 06268
 (860) 429-3350 TELEPHONE
 (860) 429-3379 FACSIMILE

October, 2013
 Mansfield Board of Education

Key Provisions of Settlement with the
MANSFIELD EDUCATION ASSOCIATION

<u>Issue</u>	<u>Agreement</u>
Duration	The parties agreed to a four (4) year successor agreement. The agreement will be effective on July 1, 2014 and will run through June 30, 2018.
Salaries	<p>The parties agreed to the following salary increases for the proposed successor collective bargaining agreement:</p> <p>Effective July 1, 2014 - 1.251% general wage increase and step movement. The total cost for the increase in 2014-2015 is 2.75% of the salary account.</p> <p>Effective July 1, 2015 - 1.298% general wage increase plus step movement. The total cost for the increase in 2015-2016 is 2.75% of the salary account.</p> <p>Effective July 1, 2016 - 1.625% general wage increase plus step movement. The total cost for the increase in 2016-2017 is 2.75% of the salary account.</p> <p>Effective July 1, 2017 - 2.213% general wage increase plus step movement. The total cost for the increase in 2017-2018 is 2.95% of the salary account.</p> <p>For teacher collective bargaining settlements to date this year, the average increases are as follows:</p> <p>2014-2015 - 3.16% overall cost 2015-2016 - 2.71% overall cost 2016-2017 - 3.55% overall cost 2017-2018 - 3.00% overall cost</p> <p>Over a four year period, the proposed successor agreement represents an 11.2% increase, whereas the state-wide average represents a 12.42% increase.</p>
Insurance	<p>Premium Cost Sharing for PPO and dental plan:</p> <p>Under the last year of the current collective bargaining agreement (2011-2014),</p>

<u>Issue</u>	<u>Agreement</u>
	<p>teachers are required to contribute 19.0% of the overall premium costs associated with receiving the PPO plan and the dental plan. Under the proposed successor agreement, the employee contributions for PPO and dental are as follows:</p> <p>2014-2015: 19.5% 2015-2016: 20.0% 2016-2017: 21.0% 2017-2018: 22.0%</p> <p>Effective 2014-2015, the parties agreed that office visit co-pays shall be increased from \$15 per visit to \$20 per visit and that prescription co-pays shall be increased from \$5/15/25 to \$10/20/30.</p> <p>Effective 2015-2016, the parties agreed that office visit co-pays shall be increased from \$20 per visit to \$25 per visit.</p> <p>Effective 2017-2018, the parties agreed that the co-pay for emergency room visits shall increase from \$50 to \$75, that the co-pay for urgent care shall increase from \$25 to \$50, that the co-pay for outpatient/hospital visits shall increase from \$100 to \$150, and that the co-pay for inpatient/hospital visits shall increase from \$200 to \$300.</p> <p>Premium Cost Sharing for High Deductible Health Plan (HDHP):</p> <p>Under the last year of the current collective bargaining agreement (2011-2014), if teachers choose to participate in the plan, teachers are required to contribute 12.0% of the overall premium costs associated with receiving the HDHP plan. Under the proposed successor agreement, the employee premium cost sharing contributions are as follows:</p> <p>2014-2015: 12.5% 2015-2016: 13% 2016-2017: 14% 2017-2018: 15%</p> <p>With regard to the Board's contribution to the teacher's health savings account associated with the HDHP, the parties agreed that the Board's contribution to the HSA for the HDHP deductible shall be deposited into the HSA accounts on July 1st of the year. Previously, the Board provided its contribution by depositing funds into teachers' HSAs throughout the course of the year.</p>
Life Insurance	The parties agreed to increase the life insurance provided to teachers from \$50,000 to \$75,000 per teacher.
Grievance Procedure	The parties agreed to reduce the timeline in which a teacher may file a grievance in writing with his/her supervisor to fifteen (15) business days.

<u>Issue</u>	<u>Agreement</u>
	Previously, the collective bargaining agreement provided a teacher with twenty (20) calendar days to file a grievance with his/her supervisor.
Work Year	The parties agreed to increase the number of pre-school work days from one day to two days. Half of one of the days is to be used for teacher preparation time. During the designated teacher preparation time, the parties agreed that no meetings shall be scheduled by the administration. Additionally, constricting language that provided that the administration would schedule professional days in common with surrounding school systems was stricken.
Meetings	The parties agreed to increase the number of faculty meetings from twelve (12) to seventeen (17) per year. Additionally, the parties agreed that three (3) hours of these meetings shall be for the sole purpose of collaboration with colleagues, assessing SMART goals, and preparing the self-reflection component of the District's teacher evaluation plan. The parties agreed that teachers would receive notice of at least fourteen (14) of the seventeen (17) meetings at the beginning of the school year.
Use of Sick Leave for FMLA Qualifying Event	The parties agreed that the Board will provide unpaid family and medical leave pursuant to the federal Family and Medical Leave Act. The parties agreed that the Board would continue to pay the district's share of the employee's health benefits during the period of leave. The parties agreed that teachers who use FMLA leave in order to care for a spouse, child, or parent may substitute any accumulated paid sick leave, however, such leave will still count against the teacher's twelve (12) weeks of FMLA leave.
Sixth Year Certificate	The parties agreed that, for the purposes of salary schedule placement, the Sixth year shall constitute a planned program at an accredited institution resulting in the award of a Sixth Year Certificate or a second Master's degree. Under the terms of the previous collective bargaining agreement, the second Master's degree was not included on the Sixth Year lane.
Tuition Reimbursement	The parties agreed to make available \$20,000 each contract year to be used by staff members as tuition reimbursement for approved courses. Previously, the Board made available \$15,000 per year for reimbursement purposes. Additionally, the parties agreed to raise the amount of reimbursable funds from \$200 to \$400 per credit hour. Teachers may still only receive reimbursement for up to a maximum of six (6) credit hours per year.
Stipend Positions	The parties agreed to change the stipend that previously was designated for Curriculum Writing outside of the school day to a stipend for Summer Work Proposals. The parties agreed to raise that stipend from \$25 to \$30 per hour. Additionally, the parties agreed to raise the stipend for the Athletic Director from \$2,000 to \$2,200, the stipend for Head Coach with 1-3 years' experience from \$1,200 to \$1,400, the stipend for Head Coach with 4+ years' experience from \$1,500 to \$1,700, and the stipend for Assistant Coach, all sports, from \$350 to \$550. Finally, the parties agreed to raise the stipend for the Middle School Play Director from \$1,000 to \$2,500.

Legal Notice
Town of Mansfield

Notice is hereby given that a copy of the contract between the Mansfield Board of Education and the Mansfield Education Association effective July 1, 2014 through and including June 30, 2018, or until such subsequent time that a successor agreement becomes effective, was filed in the Town Clerk's office, 4 South Eagleville Road, Mansfield on October 22, 2013 and is available for public inspection, in accordance with the General Statutes of the State of Connecticut.

Dated this 22nd day of October 2013
Mary Stanton, Mansfield Town Clerk

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

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

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

CHAPTER 166* TEACHERS AND SUPERINTENDENTS

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

The Contract Between
The MANSFIELD BOARD OF EDUCATION
and
The MANSFIELD EDUCATION ASSOCIATION

2014-2018

2984850v1

Table of Contents

Mansfield Education Contract

2014-2018

Article 1 - Recognition
Article 2 - Board Prerogatives.....
Article 3 - Professional Negotiations.....
Article 4 - Severability.....
Article 5 - Grievance Procedure
Article 6 - Employment Year
Article 7 - Length of Teachers' Day, Attendance
at Faculty Meetings, Responsibilities
of Part-Time Teachers, Professional Development.....
Article 8 - Duty Free Lunch
Article 9 - Preparation and Planning Time.....
Article 10 - Vacancies and Transfers.....
Article 11 - Summer Vacancies
Article 12 - Leave Policies.....
Article 13 - Payroll Deductions
Article 14 - Insurance Benefits
Article 15 - Payroll Schedule
Article 16 - Retirement Benefits
Article 17 - Reduction in Force; Recall Procedure.....
Article 18 - No Strike.....
Article 19 - Just Cause.....
Article 20 - Salaries
Article 21 - Stipends
Article 22 - Past Practices Clause.....
Article 23 - Agency Fee
Article 24 - Duration and Amendment.....
Signatories
Side Letters
Appendix A - Salary Schedules
Memorandum of Agreement.....

MEA CONTRACT INDEX 2014-18

Absences, unauthorized.....

Amendments to contract.....

Annuities, payroll deductions.....

Arbitration

Bereavement Leave.....

PPO.

Board prerogatives

Childrearing Leave.....

Contract, conformity to law (severability)

Contract, duration/amendment

Contract, signatories.....

Credits, college (reimbursement)

Deductions, Payroll

Degrees, salary placement

Dental insurance

Duration and Amendment.....

Employment year

Equivalent professional improvement (definition)

Faculty meetings.....

Grievance, formal procedure,
Level One (immediate supv.).....

Level two (Supt.).....

Level three (Board).....

Level four (arbitration)

Grievance, informal procedure.....

Grievance, obligations of teachers.....

Grievance procedure, purpose of (definitions)

Grievance, representatives for teachers.....

Grievance, time limits

Hiring, staff.....

Holy Days observance

Injury, work-related (leave).....

In-Service workshops/meetings (required attendance)

Insurance benefits.....

Jury Duty.....

MEA CONTRACT INDEX 2014-2018, continued

Just Cause.....
Leave, bereavement
Leave, board extension of.....
Leave, individual (personal/private).....
Leave, policies
Leave, professional (professional days)
Leave, other
Leaves, without pay.....
Life insurance plan.
Longevity
Lunch, duty free
Major Medical Insurance Plan
Meetings, advance notice required
Negotiations; process, participants
No Strike
Past practices clause.....
Payroll deductions
Payroll schedules
Physician's statement (sick leave)
Posting of positions.....
Preparation & Planning Time
Professional Development
Professional improvement, salary changes
Promotions, staff.....
Recognition.
Reduction in Force (RIF)/recall procedure.....
Retirement benefits
Sabbatical, definition of.
Sabbatical Leave
Salary schedules 2014-2018 (Appendix A).....
Schedules, teacher
School day
School year (teacher employees).
Severability
Sick leave
TEAM Mentor
Teacher, part-time schedules
Workers' compensation.....

Contract between the MANSFIELD BOARD OF EDUCATION and
the MANSFIELD EDUCATION ASSOCIATION
2014-2018

ARTICLE 1
Recognition/Definitions

- A. The Mansfield Board of Education (hereinafter referred to as the "Board") hereby recognizes the Mansfield Education Association (hereinafter referred to as the "Association") as the exclusive representative, as defined in Section 10-153b, through 10-153g of the Connecticut General Statutes as amended, of the Teachers' Unit, which includes the group of certified professional employees who are employed by the Board in positions requiring a teaching or special services certificate or who are employed on the basis of a Durational Shortage Area Permit (DSAP), excluding employees in the administrators' bargaining unit, substitutes, and all others excluded by the Teacher Negotiation Act.

Employees working in a teaching position solely on the basis of a DSAP shall be covered by all terms and conditions of the collective bargaining agreement, except as follows:

1. DSAP holders shall not accrue seniority or length of service for any purpose of this Agreement. Notwithstanding the foregoing, if a DSAP holder becomes certified as a teacher and is retained continuously by the Board as an employee after receiving such certification, with no break in service, then the individual shall be credited with seniority and length of service for all purposes under this Agreement, retroactive to the first date of employment by the Board.
 2. The Board shall have the right, in its sole discretion, not to renew and/or to terminate the employment of a DSAP holder, and the DSAP holder shall have no right to file and/or pursue a grievance under this Agreement with respect to such action.
 3. DSAP holders shall have no bumping rights or recall rights under this Agreement.
- B. Unless otherwise indicated, the term "teacher" when used hereinafter in this Agreement shall refer to all employees in the Teachers' Unit.
- C. The Association accepts such recognition, and agrees to represent equally all teachers.

- D. It is the intent and purpose of the parties hereto that their agreements provide for orderly professional negotiation between the Board and the Association with respect to salaries and other conditions of employment and to secure prompt and fair disposition of grievances.
- E. As used in this Agreement, the term "days" means business days, unless otherwise expressly specified in this Agreement.
- F. As used in this Agreement, the term "year" means the employment year, as defined in Article 6 of this Agreement, unless otherwise expressly specified in this Agreement.

ARTICLE 2
Board Prerogatives

All rights, powers, authority and prerogatives of the Board, as specified by Connecticut General Statutes, shall continue to remain exclusively vested in the Board.

ARTICLE 3
Professional Negotiations

- A. The Board and the Association agree to begin to negotiate in good faith pursuant to Section 10-153b through 10-153g of the Connecticut General Statutes as amended in accordance with the procedures set forth herein. The purpose of such negotiations shall be to secure a successor agreement relative to salaries and other conditions of employment.
- B. During negotiation, the Board and the Association shall exchange relevant data, points of view, and proposals and counter-proposals with respect to salaries and other conditions of employment about which either party wishes to negotiate. Either party may utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

ARTICLE 4
Severability

In the event that any provision or portion of this agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, such provision or portion shall be severed from this agreement, and the balance and remainder of this agreement shall remain in full force and effect.

ARTICLE 5
Grievance Procedure

A. Purpose: The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may arise, under this Agreement, affecting the welfare or working conditions of teachers. Both parties agree that proceedings shall be kept as confidential as is appropriate, to the extent permitted by law.

B. Definitions

1. "Grievance" shall mean a claim based upon a complaint by a teacher(s) that he/she has been unfairly or inequitably treated, (a) upon a violation, misinterpretation of or misapplication of the provisions of this Agreement, or (b) upon a violation of a procedure contained within the district's teacher evaluation plan. Grievances described in (a) above may be submitted to arbitration in accordance with Level 4 of this procedure. Grievances described in (b) above may be processed through to the Superintendent at Level 2, but may not be processed beyond that level.
2. "Teacher" means any individual(s) represented by the Association as defined in Article 1 B.
3. "Party in interest" shall mean the teacher or teachers making the claim, including their designated representative as provided for herein, any teacher or administrator who might be required to take action or against whom action might be taken in order to resolve the problem.

C. Time Limits

1. Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
2. If a teacher does not file a grievance in writing with his/her immediate supervisor within fifteen (15) business days of the act or conditions on which the grievance is based, then the grievance shall be considered to have been waived.

3. Failure by the grievant teacher at any level to appeal a grievance to the next level within the time limit specified in the formal procedure shall be deemed to be acceptance of the decision rendered at that level.

D. Informal Procedure

1. If a teacher feels that he/she may have a grievance, he/she shall first discuss the matter with his/her immediate supervisor in an effort to resolve the problem informally.
2. If the teacher is not satisfied with the disposition of the matter, he/she shall then have the right to have the Association assist him/her in further efforts to resolve the problem informally with the immediate supervisor and the Superintendent of Schools.

E. Formal Procedure

1. Level One - Immediate Supervisor

- a. If a grievant teacher is not satisfied with the outcome of informal procedures, he/she may present his/her claim as a written grievance to his/her immediate supervisor within the specified time period as stated in Paragraph C.2. above. The teacher shall also send a copy of the grievance to the Association at the same time.
- b. The immediate supervisor shall, within five (5) days after receipt of the written grievance, render his/her decision and the reasons therefore in writing to the grievant teacher and to the Association.

2. Level Two - Superintendent of Schools

- a. If the grievant teacher is not satisfied with the disposition of his/her grievance at Level One, he/she may within five (5) days after receipt of the written decision of his/her immediate supervisor, file his/her written grievance with the Association.
- b. The Association shall, within five (5) days after receipt, refer the grievance to the Superintendent, if it is determined by either the grievant teacher or the Association that the grievance is to be pursued. Prior to doing so the grievant teacher shall meet with the Professional Rights and Responsibilities Committee to review the grievance.

- c. The Superintendent shall, within ten (10) days after receipt of the referral, meet with the grievant teacher and with representatives of the Professional Rights and Responsibilities Committee of the Association for the purpose of resolving the grievance.
- d. The Superintendent shall, within seven (7) days after the hearing, render his/her decision and the reasons therefore in writing to the grievant teacher, with a copy to the Association.

3. Level Three - The Board

- a. If the grievant teacher is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within three (3) days after receipt of the decision, file the grievance again with the Association for appeal to the Board.
- b. If the Association determines that the matter should be reviewed further, the Association shall, within three (3) days after receipt, refer the appeal to the Board.
- c. The Board (or its designated committee) shall, within twenty (20) days, meet with the grievant teacher and with representatives of the Association for the purpose of resolving the grievance. Meetings concerning personnel matters or character of the grievant shall be held in executive session to the extent permitted by law.
- d. The Board shall render its decision and the reasons therefore in writing to the grievant teacher, with a copy to the Association, within ten (10) days following the hearing of the appeal.

4. Level Four - Arbitration

- a. Decision of the Board shall be final on all grievances except as specifically provided in paragraph "b" below.
- b. If the decision of the Board does not resolve, to the satisfaction of the grievant teacher, a grievance based upon an alleged violation, misinterpretation or misapplication of the specific terms of this Agreement, and he/she wishes review by a third party, and if the Association determines that the matter should be reviewed further, it shall so advise the Board through the Superintendent in writing within twenty (20) days of the Board's decision. The Board and the president of the Association shall, within five (5) days after such written notice,

jointly select a single arbitrator who is an experienced and impartial person of recognized competence. If the Board and the Association are unable to agree on an arbitrator within five (5) days, the American Dispute Resolution Center, Inc. shall be immediately called upon to select the single arbitrator.

- c. All grievance proceedings shall be conducted in accordance with the rules of the American Dispute Resolution Center, Inc. The decision of the arbitrator shall be final and binding, except as otherwise provided by law. The arbitrator shall be bound by, and must comply with all of the terms of this Agreement. The arbitrator shall have no power to add to, delete from, or modify in any way the provisions of this Agreement.
- d. The costs of the services of the arbitrator shall be borne equally by the Board and the Association.

F. Rights of Teachers

- 1. No reprisals of any kind shall be taken by the Board, the Association, or by any member of the administration against any participant in the grievance procedure by reason of such participation.
- 2. Any party of interest may be represented at any level of the grievance procedure by the Association, including representatives from the Mansfield Education Association and its state affiliate the Connecticut Education Association.
- 3. All records dealing with the processing of a grievance shall be filed in a central filing system separate from the personnel file.

G. Obligation of Teachers: This is the official mutually agreed upon procedure by which teachers register grievances and teachers will proceed exclusively in accordance with this procedure.

ARTICLE 6

Employment Year

- A. The Board will notify teachers of the proposed calendar for the next employment year by June 1 of the preceding school year, or sooner if possible.
- B. Employees covered by this Agreement will be considered twelve-month employees whose scheduled work year will begin on July 1 and end on June 30. Six professional days shall be designated as follows: two shall be pre-school work days in which half of

a day on one of these days shall be used exclusively for teacher preparation when no staff meetings or other meetings shall be scheduled by the administration or any other group or individual and four shall be full professional days incorporated into the calendar by the calendar committee. The four full professional days will be scheduled during the school year or immediately preceding or following the school year. (For purposes of the preceding sentence, the school year shall include the pre-school work days). Activities on professional days may include, but are not limited to: workshops, curriculum council meetings, curriculum development, building planned in-service, conferences and visitations.

The number of vacation days per year for all twelve-month employees shall be sixty (60) during the term of this Agreement:

The number of vacation days will be increased by one (1) day in the event of a leap year. Vacation days may not be taken when school is in session or on scheduled professional days. Unscheduled days off which occur during the year (including, but not limited to snow days) will be charged as vacation days.

Employees in the bargaining unit will not be required to work on the twelve (12) legal holidays observed by the Board per year.

If the Board, in its discretion, elects to reduce the number of vacation days for employees covered by this Agreement, in order to increase the number of professional days or student school days, it will pay an additional per diem for each additional work day calculated as one divided by the total number of work days in the previous year.

Guidance counselors at the Middle School may work up to an additional ten (10) days, as determined by the Superintendent, and be compensated on a per diem basis for the additional days worked. In addition, the Library-Media Coordinator, the District Reading Consultant(s) and the District Math Consultant(s) may work up to an additional ten (10) days, as determined by the Superintendent and the coordinators/consultants, and be compensated on a per diem basis for the additional days worked. The district's two Computer Coordinators may work up to an additional twenty (20) days, as determined by the Superintendent, and be compensated on a per diem basis for the additional days worked.

ARTICLE 7

Length of Teachers' Day, Attendance at Faculty Meetings, Responsibility of Part-Time Teachers, and Professional Development

A. Length of Teachers' Day

1. The work day for teachers shall be seven and one-quarter (7-1/4) hours per day.
2. The minimum school week schedule for individuals and groups will be arranged by the principals at the beginning of the school year after consultation with affected staff. Mutually convenient individual schedule variations may be arranged with the principals.
3. If the Board, in its sole discretion, elects to increase the teacher work day as described above, it agrees to bargain with the Association over the impact of that decision upon salaries provided herein, in accordance with the Teacher Negotiations Act.

B. Attendance at Faculty Meetings

1. Teachers shall attend regular faculty meetings as scheduled by the principal. Such faculty meetings shall end no later than one hour after the end of the teachers' work day and shall not exceed seventeen (17) per school year. Three hours of these meetings shall be for the sole purpose of collaboration with colleagues on establishing and assessing SMART goals and preparing the self-reflection component of the District's teacher evaluation plan. The dates for these three hours shall be scheduled in consultation with the Association.
2. Attendance at faculty meetings does not preclude attendance at one district-wide, in-service meeting or workshop occurring during the same week held on a different day.
3. At the beginning of each school year the staff shall receive a list of the dates of at least fourteen (14) of the seventeen (17) regular faculty meetings.
4. Teachers shall receive a written agenda at least one day before the regular faculty meetings.
5. Emergency faculty meetings may be called by the building administrators to handle crises such as school closings, bomb scares, power failures, safety or security situations and other problems of a similar nature.
6. If any scheduled meeting is canceled due to inclement weather or other emergency, the building administrator can re-schedule such meeting.

C. Responsibilities of part-time teachers

1. Teachers working part-time are responsible for attending faculty meetings, curriculum development, training sessions, in-service programs, kindergarten screenings and related staff responsibilities in an amount equal to the percentage of time their assignment represents in relation to a full-time assignment. At the beginning of each employment year, part-time teachers are expected to confer with their immediate supervisor to determine a mutually agreeable schedule to complete these responsibilities.

D. Professional Development

1. Teachers shall receive .90 continuing education units for the participation in and .50 continuing education units for the presentation of professional development strands. In addition, a stipend of \$300 per strand shall be allocated and divided amongst the presenters of each strand to pursue additional professional development.

**ARTICLE 8
Duty Free Lunch**

All teachers shall have an uninterrupted duty-free lunch period daily of 25-30 minutes, depending on the building schedule.

**ARTICLE 9
Preparation and Planning Time**

The Board and the Association agree that the best interests of the students are served when teachers are afforded sufficient preparation and planning time, in addition to their before and after school planning times. Therefore:

- A. All teachers at the Middle School shall have, in addition to their lunch period, a minimum of four (4) hours of preparation and planning time per week.
- B. All teachers in the elementary schools shall have, in addition to their lunch period, at least three (3) hours of preparation and planning time per week. Teachers and administrators shall continue to review schedules and staff utilization in an attempt to equalize elementary teacher planning time with that of the Middle School.
- C. Teachers working part-time shall have preparation and planning time equal to the percentage of their assignment.

ARTICLE 10
Vacancies and Transfers

- A. All vacancies and available promotions including newly created positions will be published, dated and posted for the staff for a minimum of seven (7) days before applications are closed.
- B. Notification of any vacancies becoming available during the summer shall be emailed to all teachers as soon as possible.
- C. Teachers who desire to transfer the succeeding year shall file a written statement of such desire with their immediate supervisor and Superintendent by February 1. After that date, a teacher may apply for any posted position.
- D. Transfers initiated by the administration shall be made only after a meeting between the teacher involved and the Superintendent, or his/her designee, at which time the teacher shall be notified of the reasons for the transfer. Following such meeting, the Superintendent or his/her designee will provide written notification of such reasons to the affected teacher(s).
- E. Notice of transfer shall be given to the teacher as soon as possible, but not later than one month prior to the close of the school year, whenever feasible.
- F. All positions will be filled by the best qualified person, as determined by the Superintendent of Schools.

ARTICLE 11
Summer Vacancies

- A. All summer school vacancies including newly created summer school positions shall be published, dated and posted for the staff for a minimum of seven (7) days before applications are closed. Notification of any summer school vacancies available during the summer shall be sent via District electronic mail (e-mail).
- B. Teachers who desire to apply for summer school vacancy shall provide written application to the administration within the time limit specified in the notice.

ARTICLE 12
Leave Policies

The Board and Association agree that the best interests of students are usually served when they are working with their regularly assigned teachers. We also agree that upon occasion,

either due to personal health, opportunities for professional growth, or other extenuating circumstances, both the interests of the teachers and their students are best served by a teacher's temporary absence. The following leave policies have been mutually agreed in recognition of the desirability of such temporary absences. However, such absences should occur only when necessary. If a leave is denied, the reason for denial shall be communicated electronically and in writing. In the event that any provision of this Article is inconsistent with any applicable statute concerning family and medical leave, the provisions of the statute shall be controlling.

- A. Individual Leave. Teachers will be allowed a maximum of three (3) days of absence without loss of pay for individual reasons, provided the absences are approved by the Principal and Superintendent of Schools. These individual reasons shall include: legal business, attendance at academic exercises and other pressing matters which are unavoidable and beyond the teacher's control and which cannot reasonably be attended to on non-school days. Two of these days may be taken as private leave with no further explanation. Specifically excluded from individual leave with pay are absences which result in an extension of any vacation unless approved by the Superintendent.
- B. Professional Leave. The Board encourages each teacher to continue his/her professional growth while in service through participation in professional meetings, conferences and conventions and/or through visiting programs in other schools, either within or outside the school system when such activity is expected to result in professional growth of the teacher and, therefore, improvement in the quality of education in the Mansfield Public Schools. Professional days for those purposes may be granted without loss of pay upon approval of the principal and the Superintendent, based upon the following criterion: Under normal circumstances, no more than 20% of the staff in each school shall be granted a professional leave on a given day. Requests beyond 20% of the staff may be granted at the discretion of the administration.
- C. Bereavement Leave
 - 1. In the event of a death in the family of a staff member, specifically - spouse, parent or child, sibling, grandparent, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law a maximum of five (5) days absence may be granted without loss of pay.
 - 2. In the event of the death of a person with whom a staff member has a close personal relationship, a maximum of one (1) day of absence may be granted without loss of pay.
- D. Observance of Holy Days. A maximum of three (3) school days without loss of pay in any school year may be allowed for observances of Holy Days.

E. Sick Leave.

1. Each full-time employee is entitled to fifteen (15) days sick leave with full pay in each year. These fifteen days shall be accrued from the first day of employment in the year. Sick leave may be accrued up to a maximum of the number of work days in a year. Employees who have accrued up to a maximum of the number of work days in a year shall have their sick days deducted from the fifteen (15) days they would have earned in that year if they were not at the maximum. After utilizing the fifteen days, any other sick leave shall be deducted from the number of work days in a year. Unused sick leave shall be accumulated from year to year so long as the employee remains continuously in the service of the Board, or on authorized leave.

All part-time employees are eligible for a prorated share of sick leave based on the percentage of their assignment.

2. Use of Sick Leave. Sick leave shall be allowed for personal illness, physical incapacity or non-compensable bodily injury or disease and for medical treatment or diagnosis. Physical incapacity includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom. Effective July 1, 2013 up to ten (10) days sick leave per year may be used to render care to an immediate family member. Immediate family member shall be interpreted to mean spouse, parent, sibling, child or other person(s) residing in the same household of the staff member.

Extensions of such leave may be requested under Section I.2. or I.3.

For extended absences, the Superintendent may require proof of illness or, in rare circumstances, an examination by a District appointed physician. In cases of three (3) or more consecutive days of absence, the Superintendent may require a teacher to provide a doctor's certificate.

4. An employee on sick leave shall be treated in all matters as any other regularly employed staff member.
5. Upon request of her physician, subject to consultation with the school medical advisor, a pregnant teacher may be excused from her duties when there exists a risk of contagion of a disease potentially harmful to the fetus (including but not limited to Fifth Disease). Such leave shall be charged to sick leave to the extent accrued and shall thereafter be without pay but with benefits. Such teachers shall return after tests establish immunity from the disease or when otherwise her physician, in consultation with the school medical advisor, determines the teacher may return to work.

6. The Board will provide unpaid family and medical leave, pursuant to the federal Family and Medical Leave Act, as amended. The Board will continue to pay the district's share of the employee's health benefits during the leave. Any teacher who takes an unpaid leave under the federal Family Medical Leave Act in order to care for a spouse, child, or parent may substitute any accumulated paid sick leave. Any paid sick leave used for an illness of a spouse, child, or parent, which qualifies as FMLA leave, will count against the twelve (12) weeks of FMLA leave to which the teacher is entitled.

F. Leave for Jury Duty

1. Any teacher who is called for jury duty shall be eligible to receive the necessary leave to fulfill this civic duty. This leave shall not be deducted from sick leave or from personal days. The teacher shall receive a rate of pay equal to the difference between his/her contract step on the professional salary schedule and the jury fee.
2. Any teacher called for jury duty will so inform the Superintendent within three working days of such notification. The Superintendent may request that the teacher be excused if the Superintendent feels such jury duty would create an extreme hardship for the system.

G. Sabbatical Leave. The Superintendent shall determine availability of suitable substitutes and determine leave on this availability and shall review and approve worthwhile programs subject to the following conditions:

1. No more than 2% of the total staff shall be absent on sabbatical leave at any one time.
2. Request for sabbatical leave must be received by the Superintendent in writing in such form as may be required no later than December 15 of the year preceding the school year in which the sabbatical is requested. It is understood that the deadline of December 15 may be waived at the discretion of the Superintendent when fellowships, grants or scholarships awarded later in the year make such a deadline unreasonable.
3. The teacher shall be eligible for an initial sabbatical leave after at least six (6) consecutive full school years of active service in this system. A second sabbatical may be granted after another six-year period.
4. A sabbatical leave shall be for a full academic year and the professional staff member shall be paid 1/2 of the base rate, provided that the total compensation

of any program grant, scholarship, assistantship or other compensation and the sabbatical pay does not exceed the teacher's full annual base rate. In this instance, "full annual base rate" shall be defined as that salary from which retirement is deducted.

5. The teacher, as a condition to the acceptance of the sabbatical leave, shall agree to return to employment in the system for two (2) full years. In the event the teacher shall not elect to return, the teacher shall reimburse the Board fully for all sabbatical payments made by the School Board.
6. The Teacher returning from sabbatical leave shall be placed on the appropriate step on the salary schedule as though he/she had been in active service in the system for the year of the sabbatical leave. The sabbatical leave shall not affect continuity of service or accrual of benefits.
7. A sabbatical leave shall be subject to the recommendation of the Superintendent and subject to the approval of the Board. If a sabbatical leave is denied, reason for the denial will be submitted in writing to the applicant by the Superintendent promptly and no later than February 15 of the year preceding the year in which the leave would be taken.
8. Normally, a sabbatical leave shall not be granted to a teacher whose spouse also has a sabbatical leave from any institution during the same period. However, the Board may waive this rule if upon investigation it feels that the granting of a sabbatical leave is in the best interest of the school system.

H. Leave for Work-Related Injury

1. The Board guarantees teachers no loss of pay for injuries for which they can establish eligibility for Workers' Compensation for as long as eligibility exists, but in no case for more than one (1) calendar year from the date of injury.
2. The employee's sick leave will be used on a pro rata basis to compensate for the difference between normal salary and that received from Workers' Compensation.

I. Other Leaves

1. The Superintendent may, at his/her discretion, grant up to three days leave without pay per employee each year.
2. On the rare occasion when an employee with five (5) years of completed service with the Board may have an extended period of disability which requires

absence from his/her position beyond absences covered by his/her accumulated sick days, that employee may request the MEA to establish an Emergency Sick Day Bank on his/her behalf. Only employees with five (5) years of completed service with the Board may contribute up to two (2) days each of their accumulated sick days to the bank. These days will be used exclusively by the applicant. Any unused days will revert back to the contributors on a prorated basis.

3. On rare occasions, an employee may have an unusual personal situation which requires absence from his/her position beyond absences covered by the above leave policies. In such cases, the employee may apply to the Board for a leave of absence without pay not to extend beyond the end of the current employment year (or if within sixty working days of the end of the current employment year, not to extend beyond the end of the next employment year). The Board will act upon each such request in the best interests of the school system. Employees on such leave shall have the option to participate in the group insurance program and pay the required premium.
4. In any case where a paid leave is granted to a certified staff member for purposes for which the teacher is to be reimbursed by a fee, the staff member shall receive a rate of pay equal to the difference between his/her contractual step on the professional schedule and the fee received.

J. Childrearing Leave

1. Any certified professional employee shall be entitled, upon written request submitted to the Superintendent of Schools and after approval granted by the Board, to an extended leave without pay for the purposes of child rearing, apart from any period of childbirth disability leave with pay. Such employee shall be entitled to such leave until the end of the half school year in which the child is born or adopted, and for one or two additional half school years after that. The employee shall request leave for one of the three durations described above.

Employees granted such leave by the Board shall not be permitted to subsequently modify the length of the leave granted to them, except when, in the Board's opinion and after review by the Superintendent, extraordinary circumstances justifying modification of the length of the leave exist.

2. Childrearing leave, like other extended leaves, shall be subject to the following provisions:

- a. Employees requesting leave shall submit not less than thirty (30) days written notice of the anticipated date of ending performance of their duties.
 - b. Employees on such leave shall have the option to participate in the group insurance programs and pay the required premiums.
- K. Absences without prior approval: Any employee absent from work without any of the leave coverages stated above shall be subject to disciplinary action by the Board.

ARTICLE 13
Payroll Deductions

- A. An individual teacher may elect to have a portion of his or her salary deposited into a tax-sheltered annuity designated by the individual teacher from a minimum of five (5) Board approved vendors, unless otherwise required by law, under the Board's Annuity Plan. The Board agrees to provide payroll deductions for annuities for those teachers filing a form no later than thirty (30) days prior to the effective date of the change.
- B. The Board further agrees to provide payroll deductions for local, state and national teacher association dues, to be deducted from each payroll from October through June for those teachers filing a payroll deduction form no later than the last week of September of each year.
- C. Teachers may have payments made via direct deposit, provided the teacher files a form no later than two pay periods before the desired deduction date.
- D. The Board will make available to the teachers a Section 125 plan for payment of the following qualified expenses on a pre-tax basis:
 - 1. Insurance premium contribution
 - 2. Dependent care assistance
 - 3. Supplemental medical expense reimbursement

The teachers' insurance premium contributions, as set forth in Article 14, shall be paid through payroll deductions from twenty (20) paychecks per year. The Board agrees to provide payroll deductions for dependent care assistance and supplemental medical expense reimbursement based on the number of checks the teacher receives each calendar year.

ARTICLE 14
Insurance Benefits

A. Health Insurance

Each full-time employee may select coverage under one of the following health insurance plans:

1. PPO Plan

For teachers electing coverage under the PPO plan, the Board and the teachers shall pay the following percentages of the costs for coverage under the PPO plan:

<u>Contract Year</u>	<u>Board Contribution</u>	<u>Employee Contribution</u>
2014-2015	80.5%	19.5%
2015-2016	80.0%	20.0%
2016-2017	79.0%	21.0%
2017-2018	78.0%	22.0%

The PPO plan provided by the Board will include the following elements:

Co-payments for in-network services	
OV co-payment & outpatient services	<p>Effective July 1, 2014</p> <p>\$0 preventive care \$20 PCP \$20 specialists (including allergists) \$20 for outpatient services (including mental health, substance abuse, PT, OT, speech, chiro, short-term rehab)</p> <p>Effective July 1, 2015</p> <p>\$0 preventive care \$25 PCP \$25 specialists (including allergists) \$25 for outpatient services (including mental health, substance abuse, PT, OT, speech, chiro, short-term rehab)</p>
Urgent Care	<p>\$25</p> <p>\$50 effective July 1, 2017</p>

ER	\$50 \$75 effective July 1, 2017
Outpatient hospital services	\$100 \$150 effective July 1, 2017
In-patient hospitalization	\$200 \$300 effective July 1, 2017
Out-of-network services	
Deductibles	\$400/800/1000
80-20 Co-insurance, subject to the following out-of-pocket maximums	\$2000/4000/5000
Lifetime maximum benefit	\$1,000,000
Prescription Coverage	\$10/20/30 public sector formulary, \$3,000/year max, 2x co-payment for mail order (3-mo. supply).

2. HSA Plan

For teachers electing coverage under the HSA plan, the Board and the teachers shall pay the following percentages of the costs for coverage under the HSA plan:

<u>Contract Year</u>	<u>Board Contribution</u>	<u>Employee Contribution</u>
2014-2015	87.5%	12.5%
2015-2016	87.0%	13.0%
2016-2017	86.0%	14.0%
2017-2018	85.0%	15.0%

The HSA plan provided by the Board will include the following elements:

<u>Cost Shares Provisions</u>	<u>In-Network</u>	<u>Out-of Network</u>
Annual Deductible (individual/aggregate family)	\$1,500/\$3,000	
Co-insurance	100%	20/80 % after deductible, up to co-insurance maximum
Annual Out-of-Pocket	\$1,500 individual	\$3,000 individual

Maximum Co-insurance	coverage/\$3,000 family coverage	coverage \$6,000 family coverage
Lifetime Maximum	Unlimited	\$1,000,000
Preventive Care	Deductible not applicable	20% after deductible, subject to co-insurance limits
Prescription Drug Coverage	Treated as any other medical expense/100% after deductible	

The Board will contribute fifty percent (50%) of the applicable HSA deductible amount. The Board's contribution toward the HSA deductible will be deposited into the HSA accounts on January 1 of the year. The parties acknowledge that the Board's fifty percent (50%) contribution toward the funding of the HSA plan is not an element of the underlying insurance plan, but rather relates to the manner in which the deductible shall be funded for active employees. The Board shall have no obligation to fund any portion of the HSA deductible for retirees or other individuals upon their separation from employment.

The health insurance plans will incorporate the State statutory mandates applicable to fully insured plans for the purpose of including provisions for mental health parity and for coverage of oral contraceptives.

- B. The Board will pay all costs for each full-time employee for a \$75,000 term life insurance policy. Retirees may continue to participate in the group term life insurance program at their own expense, until the age of 75.
- C. The Board and the teachers shall pay the following percentages of the costs for individual coverage under the Blue Cross/Blue Shield Dental Plan, or its equivalent, for each full-time employee:

<u>Contract Year</u>	<u>Board Contribution</u>	<u>Employee Contribution</u>
2014-2015	80.5%	19.5%
2015-2016	80.0%	20.0%
2016-2017	79.0%	21.0%
2017-2018	78.0%	22.0%

Teachers may purchase dental coverage for their eligible dependents, provided that the additional cost for such dependent dental coverage (above the cost for individual coverage) shall be borne 50% by the Board and 50% by the teacher.

- D. The Board reserves the right to change carriers for any of the above insurance plans, provided that it gives advance notice to the Association, and provided that the level of benefits is substantially comparable to or better than the current coverage.
- E. The Board shall make available to teachers a Section 125 Flexible Spending Account plan for payment of the following qualified expenses on a pre-tax basis, in accordance with the Town of Mansfield's Section 125 plan and/or to the extent permitted by law:
 - a. Insurance premium contribution
 - b. Dependent care assistance, and
 - c. Supplemental medical expense reimbursement
- F. Having successfully performed his/her contract obligation to the school system for the entire school year, a teacher is entitled to appropriate fringe benefits until the commencement of the succeeding school year, or until insurance benefits are available from the new position, whichever occurs sooner.

ARTICLE 15
Payroll Schedule

- A. Three payroll options are available to each teacher upon receipt of his/her salary notification. The options are:
 - 1. Twenty-six (26) checks may be issued, one (1) every other Wednesday beginning with the first regularly scheduled town payroll in September, after school is in session.
 - 2. Twenty-one (21) checks, one every other Wednesday while school is in session.
 - 3. Twenty-one (21) equal checks, based on a twelve (12) month year, will be issued every other Wednesday while school is in session, the remaining amount to be paid in five checks on the last day of the teacher work year.
- B. A payroll option sheet will be attached to the salary notification for each teacher to indicate a choice of option. No change can be made after date of employment or August 15, whichever is later.

ARTICLE 16
Retirement Benefits

- A. Upon retirement (or early retirement), each full-time teacher with twenty (20) years or more of service to the Mansfield Public Schools shall be compensated for unused sick leave days up to a maximum of 180 days, at a rate of \$12 per day.
- B. Upon retirement (or early retirement), each full-time teacher with fifteen to nineteen (15-19) years of service to the Mansfield Public Schools shall be compensated for unused sick leave up to a maximum of 180 days, at a rate of \$6 per day.

ARTICLE 17
Reduction in Force and Recall Procedure

The Association shall be notified of the need for staff reduction as soon as it is apparent that there is no other alternative.

- A. **General Statement of Policy:** It is recognized that, under Section 10-220 and 10-4a of the Connecticut General Statutes, the Board has the sole and exclusive prerogative to eliminate or reduce certificated staff positions. It also has the responsibility to maintain good public elementary and secondary schools and to implement the educational interest of the state. However, recognizing that it may become necessary to eliminate or reduce certified staff positions in certain circumstances, this policy is incorporated into this contract to provide a fair and orderly process should such reductions and/or elimination become necessary.
- B. **Definitions:** As used herein the terms teacher, teaching and teaching/administrative experience shall apply to any employee of the Board who holds a certificate issued by the Connecticut State Board of Education and is employed in a teaching or administrative position below the rank of Superintendent.
- C. **Procedure**
 - 1. The Association shall be notified in writing of the need for staff reduction.
 - 2. Prior to the identification of any tenured teacher who is to be terminated a seniority list will be developed by the Superintendent of Schools and the president of the Mansfield Education Association or designee. This list will be available to all staff members for review. Such a seniority list shall reflect in this order:
 - a. teachers' name

- b. total certificated employment for the Board
 - c. date on which contract of employment for the Board was signed
 - d. total public school teacher experience
 - e. degree status (per agreement between the Mansfield Education Association and the Board)
 - f. areas of certification
3. Prior to commencing action to terminate teacher contracts under this procedure, the Board will give due consideration to its ability to effectuate elimination and/or reduction in staff by:
- a. voluntary retirement
 - b. voluntary resignation
 - c. transfer of existing staff members, i.e.,
 - (1) transfer to an opening for which that teacher is certified and qualified
 - (2) transfer to a position for which the teacher is certified and qualified which is currently held by a teacher with less seniority in Mansfield in the following categories and in the order stated:
 - i. nontenured teacher
 - ii. teacher holding one or more provisional certificates
 - iii. tenured teacher holding one or more professional certificates
 - (3) no transfers under (1) or (2) above shall be required for part-time teachers where the transfer would increase the teacher's position to full-time or greater part-time employment.
 - d. voluntary leave of absence
 - e. reduction from full-time to part-time positions
 - f. permanent substitute position(s)
 - g. utility teacher positions
4. Determination of staff members who are to be terminated shall be in the following order:
- a. certified, nontenured teachers
 - b. certified, tenured teachers

5. In the event that the foregoing determinations are not definitive, these criteria shall apply in the following order:
 - a. total certificated employment for the Mansfield Board
 - b. total public school teacher experience
 - c. degree status (per agreement between the Mansfield Education Association and the Board - the person with the highest degree shall be retained).
 - d. areas of certification

- D. Policy Provisions Not Applicable to Promotions: Nothing in this policy shall require the promotion of a teacher into a position of higher rank, authority, or compensation even though the teacher be qualified.

- E. Recall to Full or Partial Employment Procedure
 1. If the contract of employment of a teacher is *terminated*, or the terms of that contract reduced because of the elimination or reduction of a position, and such teacher makes a prompt written request for placement on a recall list, the name of that teacher shall be placed on a reappointment list and remain on such a list for a period of up to two years, if the teacher has served for two years or less, or for three years if the teacher has served for three years or more. Teachers eligible to remain on the recall list must request continuation in writing at the beginning of each school year. Recall will be in descending order from the reappointment list with the staff person most recently terminated or reduced placed at the top. In the event that the services of more than one teacher are terminated or reduced at the same time, recall order will be determined by recommendation of the Superintendent. If a position becomes open during such period, and the teacher has been selected by the Board as a person on the recall list who is certified and qualified to hold that position, then the teacher will be notified in writing by registered mail, sent to his or her last known address, at least thirty (30) days prior to the anticipated date of reemployment, if possible. The teacher shall accept or reject the appointment within seven (7) days after the mailing of such notification by certified mail, return receipt requested, to the teacher at the address on file with the district. If the appointment is accepted, the teacher shall receive a written contract within twenty (20) days of receipt of the teacher's reply by the Board. If the teacher rejects the appointment offer or does not respond according to this procedure within seven (7) days after receipt of such notification, the name of the teacher will be removed from the recall list.

 2. Separation of a teacher under that staff reduction policy shall not, during the recall period, adversely affect accumulated sick leave, accumulated toward

sabbatical leave, eligibility for placement on the salary schedule, except that time of unemployment shall not be credited for salary schedule advancement on reappointment. Reemployment beyond the recall period may result in such credits and shall be determined at the time of the teacher's reemployment.

- F. It is recognized that dismissal of a teacher is reviewable only under Connecticut General Statutes 10-151 and in no other manner. The procedures therein provide the exclusive method for challenging a separation from employment. Therefore no grievance under Article 17 may be filed or submitted to an arbitrator under Article 6. However, the parties agree that in the event of a challenged dismissal under this section, the provisions of this contract can and should be submitted to the Board, an impartial hearing panel or a court, as appropriate.

ARTICLE 18

No Strike

Employees are prohibited from striking or engaging in concerted refusals to render services in accordance with Section 10-153e of the General Statutes, as it may be amended from time to time.

ARTICLE 19

Just Cause

Any substantive complaint made against a teacher by any parent, student or other person shall promptly be called to the attention of the teacher. In no case shall any such complaint be placed in a teacher's file without an investigation by the Superintendent or his designee. The investigation shall include a meeting or meetings as appropriate with the Superintendent or his designee and the teacher during which the teacher may have association representation and a reasonable opportunity to comment upon and present relevant information concerning the complaint. Consideration shall be given to the views and information provided by the teacher before any determination of the validity of the complaint is made. The Superintendent or his designee shall determine the validity of the complaint, and if he determines the complaint to be valid, he shall briefly state the reason in writing. In no case shall any anonymous complaint be placed in a teacher's file.

No written evaluation, or written notice of discipline, or written complaint submitted by any person against a teacher, originating after original employment, shall be placed in a teacher's personnel file unless the teacher has been notified and has had an opportunity to review the material. A teacher may submit a written notation regarding any material placed in the teacher's file, and the same shall be attached to the file copy of the material in question. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to

indicate his/her awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.

No teacher shall be given a written letter of reprimand, denied an increment or given a disciplinary suspension without just cause. Such teacher shall be entitled to receive a statement of reasons in writing and to have a representative of the Association present.

ARTICLE 20 Salaries

- A. The salary schedule covered by this Agreement is set forth in Appendix A, which is attached hereto and made a part of this Agreement.
- B. Salary increments will be based on satisfactory performance with the provision that a warning letter of substandard performance be sent to the teacher by the Superintendent of schools before February 1. If improvement is not noted, the teacher will be so informed before the following March 15.
- C. Longevity - It is agreed that any individual hired after September 1, 1985 will be eligible for longevity only after he/she has been employed by the Board for a minimum of fourteen years.

Longevity will be paid on the following scale:

15-19 years:	\$ 750
20-24 years:	1,000
25 or more years:	1,250

- D. The salary schedule listed in the Appendix of this Agreement shall be interpreted and applied in accordance with the following definitions:

Bachelor's Degree— A Bachelor's degree earned at an accredited college or university.

Master's Degree— A Master's degree earned at an accredited college or university.

Masters' Degree plus 15 hours— Fifteen semester hours earned in a planned program at an accredited college or university.

Sixth Year Certificate— The 6th year shall constitute a planned program at an accredited institution resulting in the award of a Sixth Year Certificate or a second Master's degree.

Teachers may advance to a new column in the salary schedule by receiving one of the degrees defined above in the field of education. Alternatively, upon the prior written determination of the Superintendent that the teacher's degree benefits the school

system, teachers may advance by receiving one of the defined degrees outside of the field of education.

- E. Professional Improvement. Compensation at a salary above the level of original employment shall be paid for the completion of approved degree programs or for the completion of an equivalent professional improvement (E.P.I.) program above an earned degree or diploma. An equivalent professional improvement shall be measured in terms of 30 credits as being equal to a year of academic work in lieu of an advanced degree program.
1. Such professional improvement shall be defined as an approved program directed at improving the teaching and learning situation. Each program must be submitted to the Superintendent for approval in advance. Any changes in the program, as approved, must be authorized in accordance with the procedure for original approval outlined above.
 2. Approval of change in salary status through the Professional Improvement Program will be recommended to the Board by the Superintendent upon receipt of official transcripts and/or official documentation no later than the last regular meeting of the Board in October. Salary adjustments will be retroactive to September 1st.
 3. The Board will make available \$20,000 for each contract year to be used by staff members as reimbursement for approved courses. Funds will be available at the rate of \$400 per credit hour (or actual cost if less) for a maximum of six (6) credit hours per staff member per year. Priority will be given to those on the Bachelor's level. Applications must be submitted to the Superintendent by August 15 for the upcoming contract year. The Superintendent may accept later applications if there is still money available.
- F. In placing incoming teachers on the salary schedule, the Superintendent shall give salary schedule credit for previous teaching experience in public, private and parochial schools, provided that such experience shall have been continuous service of at least one-half of any school year. Intermittent or short-term substitute teaching service will not be credited as previous teaching experience. The Superintendent may also grant credit on the salary schedule to an incoming teacher for any other type of experience deemed relevant to teaching in Mansfield.

ARTICLE 21
Stipends

TEAM Mentor

\$500 per team per year

The Principal shall determine how the TEAM mentor stipend of \$500 payment shall be distributed to the members of each mentor team. If a mentor team is serving as the TEAM mentor for a new teacher and the new teacher leaves the Board's employ for any reason during the course of a school year, the stipend for the TEAM mentor team shall be pro-rated based on the number of months remaining in the school year at the time the teacher leaves the Board's employ. Any teacher serving as a member of more than one TEAM mentor team at a time will be eligible for a portion of the stipend applicable to each of the mentor teams on which he/she is serving.

ARTICLE 22
Past Practices

All past practices, agreements and understandings between the Association and the Board in conflict with this contract, are void and of no force and effect.

ARTICLE 23
Agency Fee

- A. All teachers employed by the Board shall, as a condition of employment, join the Association or pay a service fee to the Association. Said service fee shall be equal to the proportion of Association dues uniformly required of members to underwrite the costs of collective bargaining, contract administration, and grievance adjustment.
- B. The Board agrees to deduct the service fee by means of payroll deduction. The amount of the deduction for service fee from each paycheck shall be equal to the total service fee divided by the number of paychecks from and including the first paycheck in January through and including the last paycheck in June. The amount of service fee shall be certified by the Association to the Board prior to January 1 of each school year.

Those teachers whose employment commences after the start of the school year shall pay a pro-rated amount equal to the percentage of the remaining school year.

The Board agrees to forward to the Association each month a check for the amount of money deducted during that month. The Board shall include with such check a list of the teachers for whom such deductions were made.

No later than the first paycheck in October of each school year, the Board shall provide the Association with a list of all employees of the Board and the positions held by said employees. The Board shall notify the Association monthly of any changes in said list.

The singular reference to the "Association" herein shall be interpreted as referring to the Mansfield Education Association, the Connecticut Education Association, and the National Education Association.

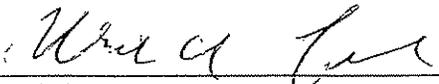
- C. The Association shall indemnify and save the Board harmless against all claims, demands, suits, or other forms of liability, including attorney's fees, which may arise by reason of any action taken in applying or enforcing the provisions of this Article, including the making of deductions and remitting of the same to the Association.

ARTICLE 24
Duration and Amendment

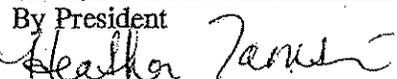
- A. This Agreement shall be in full force and effect from July 1, 2014 through and including June 30, 2018, or until such subsequent time that a successor Agreement becomes effective.
- B. This Agreement may be amended only by the mutual written agreement of the parties. Any agreement between the parties with respect to a proposed amendment shall be reduced to writing, shall be signed by the Board and the Association and shall become an addendum of this Agreement.

In witness whereof, the duly authorized Parties hereunto affix their seals this 21 day of October, 2013.

MANSFIELD BOARD OF EDUCATION


By Chairperson

MANSFIELD EDUCATION ASSOCIATION


By President


SIDE LETTER

Early Retirement

- A. Any teacher whose age and years of teaching as of June 30 total at least seventy (70) and who has been employed for at least fifteen (15) years (not necessarily consecutive) as a teacher in Mansfield, may elect to retire (retirement meaning such teacher will not be employed in a position requiring payment being made to the Connecticut State Teachers' Retirement System while receiving early retirement from the Town of Mansfield) early under the following conditions:
1. The applicant must submit a letter of application to the Superintendent by January 1 prior to the end of the last full year of employment. The Board will review the application and determine whether an employee may participate.
 2. The Board will not consider any request to withdraw an election for early retirement beyond March 1st. In cases of extreme hardship the applicant may appeal to the Superintendent to withdraw the application to early retire.
 3. Annual compensation will be one-fifth of the teacher's signed salary agreement at the time of retirement. This compensation shall not include retirement pay for unused sick leave days. The payment will be made for a maximum of five (5) consecutive years.
 4. Upon death of the retiree receiving early retirement payments, the benefits remaining due shall be payable to the retiree's designated beneficiary under prevailing terms.
 5. It is the responsibility of the retiree to maintain accurate address information with the Superintendent's office.
 6. Retirement payments will be made in a lump sum or in two equal payments on July 15 and/or January 15. The first payment must be taken in the first eligible fiscal year. The retiree must notify the Superintendent in writing of the payment schedule selected and may not change it once it has been selected.
 7. Continued participation in the group insurance program offered by the Board for those coverages existing at the time of retirement shall be available under the applicable options below. State law including but not

limited to Section 10-183t as it may be amended from time to time, may provide teachers with additional rights.

- a. Persons drawing early retirement compensation from the Board and not drawing funds from the Connecticut State Teachers Retirement System may elect to participate in the group insurance program offered by the Board under a co-payment plan. The retiree would pay one half of the total annual premium and the Board would pay one half.
- b. Retirees who have participated in (A) above and who are no longer drawing early retirement funds from the Board, and who have not become eligible for Medicare, may continue to participate in the Board's group insurance plan at their own expense.
- c. Retirees who draw early retirement funds from the Board and who draw funds from the State Teachers Retirement System may continue to participate in the group insurance program of the Board at their own expense after they become eligible for Medicare.
- d. Premiums due must be submitted to the office of the Superintendent of schools by the tenth of the month in which State Teachers Retirement benefits commence. Insurance will be discontinued if premium payments are more than thirty days overdue. Teachers receiving early retirement benefits under Article 12 will be permitted to make their insurance premium contributions on a pre-tax basis under the district's Section 125 plan, to the extent that such pre-tax treatment is permitted by law. In order to be eligible for such pre-tax treatment, teachers must agree to have such insurance premium contributions deducted from their early retirement payments. Such pre-tax treatment shall continue only until such time as the teacher ceases receiving early retirement payments under Article 12.
- e. Retirees must notify the Superintendent's office in writing of desired coverage or change in coverage thirty (30) days before the date the coverage or change is to become effective.
- f. In the event of death continued benefits under this plan are not transferable.

- g. The individual teachers and the Association agree to Save Harmless the Board and the Town of Mansfield from any and all claims from the implementation of this retirement provision.
- B. This Side Letter shall be effective for all teachers employed by the Board prior to September 1, 1987.

SIDE LETTER

Mansfield Board of Education and Mansfield Education Association

The following stipends shall apply for 2014-2018:

Summer work proposals, outside the school day, per hour	\$30
After School Activities per session	\$30
Athletic Director	\$2,200
Head Coach, all sports	
• 1-3 years experience	\$1,400
• 4+ years experience	\$1,700
Assistant Coach, all sports	\$550
Academic Seminars/clubs, Including planning, per hour	\$30
Team Leader, Base Salary	\$600
• Over 4, per person add	\$30
Budget Coordinator, Base Salary	\$200
• Over 1, per person add	\$25
Middle School Play Director	\$2,500

APPENDIX A - SALARY SCHEDULES

2014-15 SALARY SCHEDULE

Step	BA	MA	MA+15	Sixth
1	47,913	49,910	51,310	52,573
2	50,480	52,897	54,223	55,508
3	51,835	54,602	56,145	57,334
4	53,426	56,308	57,747	59,156
5	55,014	58,010	59,514	60,982
6	56,624	59,721	61,273	62,808
7	58,193	61,559	63,040	64,640
8	59,780	63,270	64,803	66,457
9	61,540	64,972	66,562	68,282
10	62,959	66,681	68,325	70,107
11	64,546	68,293	70,091	71,933
12	68,252	70,091	71,849	73,756
13	74,317	74,911	75,728	77,699
14		84,651	86,771	88,886

2015-16 SALARY SCHEDULE

Step	BA	MA	MA+15	Sixth
1	48,535	50,558	51,976	53,255
2	51,135	53,584	54,927	56,228
3	52,508	55,311	56,874	58,078
4	54,119	57,039	58,497	59,924
5	55,728	58,763	60,286	61,774
6	57,359	60,496	62,068	63,623
7	58,948	62,358	63,858	65,479
8	60,556	64,091	65,644	67,320
9	62,339	65,815	67,426	69,168
10	63,776	67,547	69,212	71,017
11	65,384	69,179	71,001	72,867
12	69,138	71,001	72,782	74,713
13	75,282	75,883	76,711	78,708
14		85,750	87,897	90,040

2016-17 SALARY SCHEDULE

Step	BA	MA	MA+15	Sixth
1	49,324	51,380	52,821	54,120
2	51,966	54,455	55,820	57,142
3	53,361	56,210	57,798	59,022
4	54,998	57,966	59,448	60,898
5	56,634	59,718	61,266	62,778
6	58,291	61,479	63,077	64,657
7	59,906	63,371	64,896	66,543
8	61,540	65,132	66,711	68,414
9	63,352	66,884	68,522	70,292
10	64,812	68,645	70,337	72,171
11	66,446	70,303	72,155	74,051
12	70,261	72,155	73,965	75,927
13	76,505	77,116	77,958	79,987
14		87,143	89,325	91,503

2017-18 SALARY SCHEDULE

Step	BA	MA	MA+15	Sixth
1	50,416	52,517	53,990	55,318
2	53,116	55,660	57,055	58,407
3	54,542	57,454	59,077	60,328
4	56,215	59,249	60,764	62,246
5	57,887	61,040	62,622	64,167
6	59,581	62,840	64,473	66,088
7	61,232	64,773	66,332	68,016
8	62,902	66,573	68,187	69,928
9	64,754	68,364	70,038	71,848
10	66,246	70,164	71,894	73,768
11	67,916	71,859	73,752	75,690
12	71,816	73,752	75,602	77,607
13	78,198	78,823	79,683	81,757
14		89,071	91,302	93,528

MEMORANDUM OF AGREEMENT

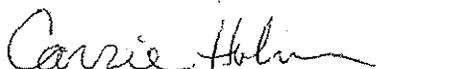
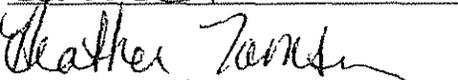
In connection with the contract settlement reached by the Mansfield Board of Education (the "Board") and the Mansfield Education Association (the "Association") in October 2010, the parties agree that, effective at the beginning of the 2011-12 contract year, the Board will provide a one-time recognition payment in the amount of \$1000 to any teacher who earns National Board Certification, with such payment to be made in the year in which the teacher provides verification of such certification.

MANSFIELD BOARD OF EDUCATION

By: 

Date: 10/21/13

MANSFIELD EDUCATION ASSOCIATION

By: 


Date: 10/22/13
10/22/13

PAGE
BREAK



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *Matt*
CC: Maria Capriola, Assistant Town Manager
Date: October 28, 2013
Re: Proclamation in Honor of Mansfield's Veterans

Subject Matter/Background

The Senior Center will be hosting its annual Veterans Day event on November 8, 2013. A reading of the attached proclamation is planned.

Recommendation

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

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

Move, effective October 28, 2013, to authorize the Mayor to issue the attached Proclamation in Honor of Mansfield's Veterans.

Attachments

- 1) Proclamation in Honor of Mansfield's Veterans



*Town of Mansfield
Proclamation in Honor of Mansfield's Veterans*

Celebrating the Living and Remembering the Fallen

Whereas, on Veterans Day, we pay tribute to the men and women who have worn the uniform of the United States Armed Forces, as Americans across this land commemorate the patriots who have risked their lives to preserve the liberty of our Nation, the families who support them, and the heroes no longer with us; and

Whereas, in an unbroken line of valor stretching across more than two centuries, our veterans have charged into harm's way, sometimes making the ultimate sacrifice, to protect the freedoms that have blessed America; and

Whereas, we remember our solemn obligations to our veterans, and recommit to upholding the enduring principles that our country lives for, and that our fellow citizens have fought and died for; and

Whereas, with respect for and in recognition of the contributions our service men and women have made to the cause of peace and freedom around the world, we publically honor the Town of Mansfield's veterans as we celebrate the living and remember the fallen;

NOW, THEREFORE, BE IT RESOLVED, that I, Elizabeth C. Paterson, Mayor of Mansfield, Connecticut, on behalf of the Town Council and the citizens of Mansfield do hereby celebrate Mansfield's veterans and encourage all residents to recognize the valor and sacrifice of our veterans and thank them for their many contributions to our country, our community and our way of life.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the Town of Mansfield to be affixed on this 28th day of October in the year 2013.

Elizabeth C. Paterson
Mayor, Town of Mansfield



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *Matt H*
CC: Maria Capriola, Assistant Town Manager
Date: October 28, 2013
Re: Veteran's Day Ceremonial Presentation Planning Subcommittee

Subject Matter/Background

Per Council's request, staff has placed this item on the agenda so the Town Council may appoint members to the planning subcommittee for the Veteran's Day ceremonial presentation.

PAGE
BREAK

AGRICULTURE COMMITTEE
Mansfield Town Hall
Conference Room B
7:30 p.m.
Minutes
April 17, 2013
Special Meeting

1. Call to Order- The meeting was called to order at 7:30 pm
2. Attendance: Al Cyr, Ed Hall, Jennifer Kaufman (Staff)
3. Lease Application Review- The Town received 21 application to lease 8 properties. Criteria were established for review of proposals to lease agricultural land. The subcommittee of the Agriculture Committee agreed that preference should be given to Mansfield Farmers. It was agreed that interviews would be required for Baxter Road and Bone Mill Field. Jennifer will schedule the interviews for May 6th. It was agreed that Art Talmadge, Chair of the Ashford Agriculture Commission and Dick Staples should be invited to help with the final decisions and with the interviews.
4. Opportunity for Public Comment- none
5. Adjourn- Meeting adjourned at 8:30 pm

MINUTES (approved 10/1/13)
ORDINANCE DEVELOPMENT AND REVIEW SUBCOMMITTEE
Tuesday, August 13, 2013
Conference Room C, Audrey P. Beck Municipal Building

Members present: Denise Keane, Peter Kochenburger, Bill Ryan
Staff present: Maria Capriola, Assistant Town Manager, Matthew Hart, Town Manager, Lynda Lambert,
Administrative Services Specialist, Cherie Trahan, Director of Finance; Curt Vincente, Director of
Parks and Recreation
Recreation Advisory Committee Member: Howard Raphaelson
Public present: None

Call to Order

Kochenburger called the meeting to order at 7:34 a.m.

Approval of Minutes

Minutes of the meeting held on June 12, 2013 were approved.

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

H. Raphaelson handed out a summary of where he thinks we are with the fee waiver discussion. P. Kochenburger asked the status of Recreation Advisory Committee (RAC) input. H. Raphaelson and C. Vincente briefly described the RAC discussion on the fee waiver issues during their last meeting, which was July 24, 2013. RAC's main concern is that paying customers should not have to pay extra to cover the cost of the fee waiver program, therefore the General Fund should be reimbursing the Parks and Recreation Fund for all fee waivers issued as a result of the Fee Waiver Ordinance.

C. Vincente handed out updated reports which were complete through fiscal year 2012-13. Actual fee waivers issued for Parks and Recreation programs and Community Center memberships for fiscal year 2012-13 exceeded the appropriation by \$42,716.46. The new Before and After School Program accounts for 54% of this increase. M. Capriola handed out a summary of administrative changes to the fee waiver program and reviewed each item. Also handed out was the new and improved application packet for fee waiver applicants. During the review process, it was discovered that other funds are also impacted by the fee waiver program, including the Solid Waste Fund, the Senior Center Program Fund, and Ambulance fees.

P. Kochenburger questioned the legality of asking for tax returns to verify income levels. Staff were asked to look into this issue and report back at the next meeting. He also outlined two issues related to tax returns, 1) our ability as a matter of law to request them, and 2) do we want to request them. It was suggested that we consult the Town Attorney on this matter and also if they are requested, do we only review or retain. M. Capriola suggested that we also consult with the IRS for support on this question. Staff recommends the removal of the use of Medicaid for automatic approval.

P. Kochenburger clarified the process of transferring funds for the fee waiver program from the General Fund to the Parks and Recreation Fund and reminded committee members that the original mandate of this committee was to review Parks and Recreation related programs only. C. 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. P. 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. B. Ryan noted that over half of the current deficit is a result of the new Before and After School Program. D. Keane suggested more tiers in addition to the 50% and 90% approval levels that currently exist. Staff introduced the concept of limits per household.

P. Kochenburger summarized the needs for the next meeting as follows: 1) what is the staff recommendation on the

proposed multiple tiers, 2) clarify how the fee waiver program in its entirety will be subsidized by the General Fund; 3) look at areas of expansion of services to be provided; and 4) look at limits per household based upon the size of the household and how much that cap would affect parks and recreation users.

Public Participation

No members from the public were present.

Next Meeting/Future Agenda Items

The next meeting was scheduled for Tuesday, October 1, 2013 at 7:30am.

Adjournment

The meeting was adjourned at 9:02 am.

Respectfully submitted, Curt Vincente

Mansfield Board of Education
September 12, 2013
Minutes

Attendees: Mark LaPlaca, Chair, Randy Walikonis, Vice Chair, Martha Kelly, Secretary, Susannah Everett, April Holinko, Katherine Paulhus, Jay Rueckl, Superintendent Fred Baruzzi, Board Clerk, Celeste Griffin

Absent: Sarah Lacombe, Carrie Silver-Bernstein

The meeting was called to order at 7:30pm by Mr. LaPlaca.
There was an explanation regarding the audio recording of meetings in the Council Chamber.

INTRODUCTION OF NEW CERTIFIED STAFF: The administrators introduced the new staff for the 2013-2014 school year.

Carrie Silver-Bernstein arrived at 7:36pm.

HEARING FOR VISITORS: None

COMMUNICATIONS: Letter received from Southeast parents praising actions taken with their son.

ADDITIONS TO THE PRESENT AGENDA: None

COMMITTEE REPORTS: Personnel Committee: Mr. Walikonis reported there will be an Executive Session regarding collective bargaining and they are close to reaching a settlement with the MEA.
Policy Committee: Mr. Rueckl reported on the committee meeting on September 9, 2013. The committee asks the Board to review the proposed revisions to the MBOE Policies and will seek adoption at the October 10, 2013 meeting. After review, the Policy Committee recommended that no changes be made to the MBOE Ethics Code and also recommended no changes to the Religious Pluralism/Respect Policy.

REPORT OF THE SUPERINTENDENT:

- Field Trip Request: Mr. Nguyen, Principal Mansfield Middle School, reviewed the annual field trip to New Hampshire. Motion by Mrs. Paulhus, seconded by Ms. Everett to approve the Mansfield Middle School Fiddlehike Field Trip. Vote: Unanimous in favor.
- Windham Hospital Foundation Grant: Mr. Nguyen discussed with the Board the Nutrition/Exercise Program for Middle School Students Grant that was awarded to the Middle School in August.
- 2012-2013 4th Quarter Financial Report: Cherie Trahan, Director of Finance, reported the Town ended fiscal year with revenues exceeding expenditures by \$430,379, increasing fund balance from \$2,371,657 to \$2,802,036. Motion by Mr. Walikonis, seconded by Mr. Rueckl, to accept the 2012-2013 4th Quarter Financial Report. Vote: Unanimous in favor
- Budget Transfers 2012-2013: Motion by Mr. Walikonis, seconded by Mrs. Holinko to approve the 2012-2013 Budget Transfers. Vote: Unanimous in favor
- Preschool Transportation: Mr. Baruzzi updated the Board on the additional preschool mid-day run and the cost which is not included in the 2013-2014 Mansfield Board of Education budget.
- 2013 Board Meeting Locations: It was decided the remainder of the 2013 Board meetings will be held at the school buildings.
- Security Update: Mr. Baruzzi reported on the security implementation timeline.
- Summer Programs: Mr. Baruzzi reviewed the success of the summer programs.
 - Books on Bus
 - Summer School
 - Summer Online Programs
- Board Goals and Objectives: Sample Strategies and Sample Evidence: Mr. Baruzzi provided Sample strategies and evidence to be us for 2013-2014 MBOE Goals and Objectives
- Board Fall Retreat with Administrators (September 26th 5:30-9:00pm): The Board and Administrators will discuss 2013-2014 Goals and Objectives and plan for the school year.
- Common Core State Standards: Mr. Baruzzi shared the professional development schedule for CCSS 2013-2014 District Plan.
- Climate Survey: Mr. Baruzzi reported the district has asked parents to complete a school climate survey.

- Enhancing Student Achievement: Mr. Baruzzi reported there are two activities at this point in the school year.
- Class Size/Enrollment: Mr. Baruzzi reported on the opening day enrollments and compared them to end of year 2012-2013.

APPROVAL OF MINUTES:

- Motion by Ms. Everett, seconded by Ms. Silver-Bernstein, to approve the minutes of the June 13, 2013 Meeting. Vote: Unanimous in favor with Mrs. Kelly in abstention.
- Motion by Ms. Everett, seconded by Ms. Silver-Bernstein, to approve the minutes of the June 20, 2013 Special Meeting. Vote: Unanimous in favor with Mrs. Kelly and Mrs. Holinko in abstention.
- Motion by Ms. Everett, seconded by Ms. Silver-Bernstein; to approve the minutes of the June 20, 2013 Retreat. Vote: Unanimous in favor with Mrs. Kelly in abstention.
- Motion by Ms. Everett, seconded by Ms. Silver-Bernstein, to approve the minutes of the July 9, 2013 Special Meeting. Vote: Unanimous in favor with Mrs. Paulhus in abstention.
- Motion by Ms. Everett, seconded by Ms. Silver-Bernstein, to approve the minutes of the July 9, 2013 Retreat. Vote: Unanimous in favor.
- Motion by Ms. Everett, seconded by Ms. Silver-Bernstein, to approve the minutes of the August 23, 2013 Special Meeting. Vote: Unanimous in favor with Mrs. Paulhus in abstention.

NEW BUSINESS: None

MOTION by Mr. Walikonis, seconded by Mrs. Holinko to approve the minutes of the Board of Education May 9, 2013 meeting. VOTE: Unanimous in favor with Mrs. Paulhus and Mr. Rueckl abstaining.

CONSENT AGENDA: MOTION by Mr. Walikonis, seconded by Ms. Silver-Bernstein, to approve the following items for the Board of Education May 9, 2013 meeting. VOTE: Unanimous in favor.

That the Mansfield Public Schools Board of Education approves the employment of Amanda Doyle, Literacy Coach, Southeast School, effective July 1, 2013; Diane Glasmann, French Teacher, Mansfield Middle School, effective August 22, 2013; Heather Lasky, Preschool Teacher, Goodwin School, effective July 1, 2013; Jessica Mongeau, Grade 8 Teacher, Mansfield Middle School, effective July 1, 2013; Shamim Patwa, School Psychologist, Goodwin School, effective July 1, 2013; Elizabeth Whitley, Music Teacher, Goodwin School, effective July 1, 2013; and Ashley Zeppa, Grade 7 Teacher, Mansfield Middle School, effective August 26, 2013.

That the Mansfield Public Schools Board of Education accepts the resignation of Megan Baker, Special Education Teacher, Mansfield Middle School effective August 6, 2013.

HEARING FOR VISITORS: None

SUGGESTIONS FOR FUTURE AGENDA: Mr. Rueckl noted the Superintendent will report about practices and concerns relevant to the Religious Pluralism/Respect Policy at a forthcoming meeting or workshop. Mr. LaPlaca reminded the Board Goals and Objectives Sample Strategies and Evidence and Enrollment will be reviewed at the retreat.

MOTION by Mr. Walikonis, seconded by Mrs. Holinko to move into Executive Session for discussion of strategy with respect to collective bargaining at 9:43pm. VOTE: Unanimous in favor.
Mr. Baruzzi joined the Board in executive session.

The Board returned to open session at 10:07pm. Motion by Mr. Walikonis to ratify contract with the United Public Service Employees Union (UPSEU) for the period of July 1, 2012 to June 30, 2014. VOTE Unanimous in favor.

Motion by Mrs. Paulhus, seconded by Ms. Everett, to adjourn at 10:09pm. Vote Unanimous in favor.

Respectfully submitted,
Celeste Griffin, Board Clerk

**MANSFIELD DOWNTOWN PARTNERSHIP
MEMBERSHIP DEVELOPMENT COMMITTEE MEETING**

Mansfield Town Hall, Conference Room B

August 27, 2013

4:15 PM

MINUTES

Present: George Jones (Chair), June Krisch, Shamim Patwa

Staff: Cynthia van Zelm

1. Call to Order

George Jones called the meeting to order at 8:05 am.

2. Approval of Minutes from May 27, 2013

Shamim Patwa made a motion to approve the Minutes of May 28, 2013. June Krisch seconded the motion. The motion was approved.

3. Time of Meetings

The Committee discussed moving the meetings to 4:30 on the 3rd Monday of the month, with the exception of the September meeting which would be on September 23. Ms. van Zelm will poll Committee members John Armstrong and Dennis Heffley to see if that works for them.

4. Mission of Committee

Mr. Jones shared his draft of the mission for the Committee.

Ms. Patwa suggested adding a benefit to membership such as a reception. Mr. Jones agreed that one on one outreach to members is important. How do we make members feel involved? Ms. Patwa said the membership usually implies some type of exclusivity so that a member gets a benefit not available to a non-member. Ms. Patwa suggested membership cards at events such as the StoDo Arts movies.

Ms. Krisch suggested sending a letter to members asking them to serve on a committee that has open slots.

Mr. Jones said he sees the main goal of the Committee to retain and gain new members.

Ms. Patwa asked whether businesses would be willing to offer discounts to members.

Ms. Patwa left the meeting.

Mr. Jones said he would work on text for the letter to members to serve on committees.

5. Membership Renewal Brochure – Fall 2013

The Committee suggested that membership renewals go out in January, not in fall 2013.

Mr. Jones said he would look at text for the membership brochure. Ms. Krisch suggested that a discount card be added to the membership brochure.

6. Update on Storrs Center

Ms. van Zelm said Price Chopper is expected to open in mid-2014.

She said the town square is in design.

7. Adjourn

The meeting adjourned at 9:03 am.

Minutes taken by Cynthia van Zelm.

RECREATION ADVISORY COMMITTEE
MEETING MINUTES – April 24, 2013 (approved 7/24/13)

ATTENDING: Terry Cook, Sheldon Dyer, Don Field, Michael Gerald, Howard Raphaelson,
Anne Rash
STAFF: Curt Vincente
GUESTS: None

- A. Call to Order –Chairman S. Dyer called the meeting to order at 7:35pm.
- B. Approval of Minutes – A. Rash moved and M. Gerald seconded that the minutes from the August 15, 2012 meeting be approved and the motion passed unanimously. The October 24, 2012 and January 23, 2013 meetings did not have quorums.
- C. Co-Sponsorship Application Update – C. Vincente gave a brief update on the Mansfield Little League activities so far this spring. The WAM United Soccer group provided all of their co-sponsorship materials to J. O’Keefe since our last meeting. C. Vincente noted that the Pop Warner Youth Football group is trying to re-organize.
- D. Old Business – C. Vincente gave a brief update on membership, facility usage and discussed current marketing campaigns. This discussion included a review of spring and summer promotions. C. Vincente briefly discussed improvements planned at Sunny Acres Park. Brief updates were also provided on Southeast Park and Lions Memorial Park.
- D. Correspondence – none
- F. New Business – C. Vincente briefly reviewed the fall quarterly report and gave a brief update on spring programs. A preview of summer programs was also discussed. C. Vincente discussed the proposed budget for fiscal year 2013-14 noting that the Parks and Recreation Program Fund finished last fiscal year in the black and this current fiscal should be on track for the same result. C. Vincente handed out a number of items related to fee waivers. It was noted that the current fiscal year appropriation for fee waivers from the General Fund will likely be way over, mostly due to the addition of the Before and After School programs now being run at two schools. A lengthy discussion ensued about the Fee Waiver Ordinance. Several concerns were noted regarding the increased cost of the program. Several suggestions were made including limiting programs and having household limits. C. Vincente and Director of Finance C. Trahan will bring the issues to the Town Council Finance Committee for their review. RAC members re-emphasized that they do not want the Parks and Recreation Fund to have to absorb additional fee waiver costs. Due to Town Ordinance, any overruns should be covered by the General Fund.

Having no other business, the meeting was adjourned at 8:59pm.

HOUSING AUTHORITY OF THE TOWN OF MANSFIELD

REGULAR MEETING MINUTES

Housing Authority Office

September 19, 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 8:37 a.m. by the Chairperson.

MINUTES

A motion was made by Ms. Hall and seconded by Ms. Ward to accept the minutes of the August 15, 2013 Regular Meeting. Motion approved unanimously.

COMMENTS FROM THE PUBLIC

None

COMMUNICATIONS

Ms. Fields was invited by Chris Brechlin, Blueprint for a Dream, to participate in a panel discussion, organized by the Connecticut Coalition to End Homelessness, to discuss with Senator Chris Murphy the impact of sequestration on the Section 8 program. The panel discussion took place on August 28, 2013 at the Windham Town Hall. Those on the panel representing organizations trying to prevent homelessness strongly supported Section 8 voucher program as an important link to help prevent and reduce homelessness.

REPORTS OF THE DIRECTOR

Bills

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

Financial Reports –A (General)

The Financial reports were not available.

Financial Report-B (Section 8 Statistical Report)

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

REPORT FROM TENANT REPRESENTATIVE

Human Services Advisory Committee

Mr. Eddy reported that Pat Schneider has been hired as the new Director of Human Services. She will start at the end of this month.

General Reports

Mr. Eddy reported that where residents are planting right up to the walkway or driveway areas, should be advised that their plants/handiwork may be damaged due to plowing this winter.

COMMITTEE REPORTS

Quality of Life Committee

Ms. Ward updated the Board on the schedule and work to be performed by Milrick Lawn Service, LLC. In addition to the landscaping, five trees will also be removed to prevent damage to the property.

UNFINISHED BUSINESS

Holinko Estate Solar Panels/Exterior Lighting Upgrades

Ms. Fields received a Letter of Intent from Sunlight Solar. The Board reviewed the letter.

A motion was made by Mr. Eddy and seconded by Mr. Simonsen to approve the execution of the Letter of Intent from Sunlight Solar by Ms. Fields. Motion approved unanimously.

Rent Increase Resolution

Ms. Fields reported that on September 18, 2013 the proposed tenant rent increase meetings took place for each property. Two tenants attended the Wrights Village meeting and no tenants attended the Holinko Estates meeting. No comments were received on the rent increases nor were any written comments submitted.

RESOLUTION

WHEREAS, it is necessary that the Housing Authority of the Town of Mansfield increase the base rent at Holinko Estates and Wright's Village to meet increased costs of management and capital needs of the property,

THEREFORE, BE IT RESOLVED BY THE HOUSING AUTHORITY OF THE TOWN OF MANSFIELD THAT:

The Base Rent at Holinko Estates will be increased, effective May 1, 2014 as follows:

- a. Two Bedroom Flats from \$560 to \$565 per month.
- b. Two Bedroom Townhouses from \$590 to \$595 per month.
- c. Three Bedroom Flats from \$625 to \$630 per month.
- d. Three Bedroom Townhouses from \$655 to \$660 per month.
- e. Four Bedroom Townhouse from \$725 to \$730 per month.

The Base Rent at Wright's Village will be increased, effective January 1, 2014 as follows:

- a. Small One Bedroom from \$285 to \$295 per month
- b. Large One Bedroom from \$295 to \$305 per month

A motion was made by Mr. Simonsen and seconded by Ms. Hall to approve the rent increase resolution above. Motion approved unanimously.

NEW BUSINESS

Annual HUD Certification Documents

Ms. Fields provided the Chairman, for his signature, the annual certifications required by HUD for small, non-troubled housing authorities. They are required to be submitted to HUD by October 18, 2013.

Section 8 Administrative Fee Reserves

Ms. Fields provided the Board with the voucher use and HAP expenditures for each town within its jurisdiction as of August 30, 2013. Ms. Fields shared an article from the Register Citizen stating that Winchester Housing Authority will be turning its 220 voucher Section 8 program over to the State to run because they can no longer meet the administrative costs of running the program due to the deep cuts made by sequestration. Due to lack of funding, northwestern Connecticut will lose its voucher program which specifically addressed the needs of those communities.

Section 8 Administrative Plan Changes - Chapter 4 and Chapter 7

Ms. Fields recommended changes to reflect the waiting list opening announcement approved by Fair Housing and some procedural changes for the online application process.

A motion was made by Mr. Simonsen and seconded by Mr. Eddy to approve the changes as recommended by Ms. Fields for Chapter 4 and Chapter 7 of the Administrative Plan. Motion approved unanimously.

Committee Charters

Mr. Eddy presented drafts of charters for three committees to be reviewed and discussed at the next Meeting.

MEETING DATE REVIEW

To accommodate all Board members, the Board agreed to change the October Regular Board Meeting from Thursday October 17, 2013 to Wednesday October 16, 2013.

OTHER BUSINESS

A motion was made by Mr. Eddy and seconded by Mr. Simonsen to add Real Estate as an additional item of business. Motion approved unanimously.

Real Estate

Ms. Fields asked the Chairman to request a vote to go into Executive Session in order to provide a real estate update which contains privileged information. The Chairman requested a motion be made.

A motion was made by Mr. Simonsen and seconded by Mr. Eddy to invite Ms. Fields and to go into Executive Session at 10:35 a.m. Motion approved unanimously.

The Board came out of Executive Session at 11:00 a.m.

ADJOURNMENT

The Chairperson declared the meeting adjourned at 11:01 a.m. without objection.

Dexter Eddy, Secretary

Approved:

Richard Long, Chairperson

MANSFIELD ZONING BOARD OF APPEALS – REGULAR MEETING
MINUTES
SEPTEMBER 11, 2013

Chairman Accorsi called the meeting to order at 7:00 p.m. in the Council Chamber of the Audrey P. Beck Municipal Building.

Present: Members – Accorsi, Hammer, Katz, Welch

Alternates – Aho

Absent: Member – Gotch

Alternates – Brosseau, Clauson

RALPH C. MANSELL – 7:00 P.M.

To hear comments on the application of Ralph C. Mansell for a Variance of Art VIII, Sec A to locate a 12' x 16' storage shed approx. 34' from the front property line where 60' is required at 101 Woodland Rd.

Aho acted as a voting member of the Board for this hearing.

In June 2013, Mr. Mansell ordered the delivery of a 12' x 16' storage shed. When the deliverymen arrived, they advised that he choose another location for the shed due to the location of the septic system. The truck could not access the second area that was chosen without driving over the septic area or driving down a steep hill. They ended up dropping the shed in the only place available, not realizing the frontage requirements. Mr. Mansell submitted a letter from the company where he purchased the shed, explaining the delivery difficulties.

A Neighborhood sheet was received, as well as correspondence from one abutter, showing no objections.

BUSINESS MEETING

Katz moved to approve the application of Ralph C. Mansell for a Variance of Art VIII, Sec A to locate a 12' x 16' storage shed approx. 34' from the front property line where 60' is required at 101 Woodland Rd, as shown on submitted plan.

In favor of approving application: Accorsi, Aho, Hammer, Katz, Welch,

VOL 4,

Reasons for voting in favor of application:

- Location of septic system
- Topography
- No objections from neighbors

Application was approved.

APPROVAL OF MINUTES FROM AUGUST 14, 2013

Katz moved to approve the minutes of August 14, 2013 as presented, seconded by Welch.
All in favor.

ADJOURNMENT

Meeting was adjourned at 7:25 P.M.

Respectfully Submitted,

Shirley Katz, Acting Secretary

Mansfield Community Playground Project
Meeting Minutes

Date: 9/12/13

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

Next Meeting: Thursday 10/10/13 at 7:00 pm, Conference Rm B

- I. Minutes approved from August Meeting
- II. Fundraising update
 - a. Fundraising Event earlier 9/12/13 – over \$3750 raised
 - b. Discussion of possible direct mailing
 - i. Most committee members “in favor,” discussion followed regarding intended audience of mailing
- III. Report from Kathleen
 - a. Mansfield is moving forward with land acquisition from UCONN
 - b. Kathleen, Curt, & other key members of town (fire chief, etc) are working together to facilitate the planning & building process.
 - i. “In kind” donations from town & local businesses are being investigated, such as places to store materials, safety personnel
 - ii. Curt is helping to facilitate the process of working with town & community
- IV. Update from Jean – estimate for clearing of the property currently \$4200
- V. We have an artistic rendering!
- VI. Mid-Project Check – Sara will email to all committee members & will review at Oct meeting
- VII. Calendar
 - a. Festival on the Green 9/22/13 12:00-4:00
 - i. Volunteers: Heather, Ellen, Julia, & E O Smith students
 - ii. Peachwave flyers to be distributed
 - b. Trick a Trunk – 10/26/13 5:00-6:30 – Jean is organizing
 - c. Tile Event – 11/1/13 6:00-8:00 at MCC – concurrent with 10th Anniversary Family Fun Night
- VIII. Key committee members still required:
 - a. 2 Food Coordinators
 - b. 2 Childcare Coordinators
 - c. 2 Public Relations Coordinators
 - d. 1 Fundraising Coordinator (to co-coordinate with Julia)
 - e. Volunteers will likely need another coordinator

Minutes prepared & respectfully submitted by Ellen Tulman on 9/15/13



COMMITTEE ON COMMITTEES
September 13, 2013
Room B

1. CALL TO ORDER

The meeting was called to order by Peter Kochenburger, Chair of the Committee, at 8:01 a.m.

Present: Peter Kochenburger, Chris Paulhus, Paul Shapiro

Guest: Mansfield Recycling Coordinator Ginny Walton

2. OPPORTUNITY FOR PUBLIC COMMENTS

No members of the public were in attendance.

3. APPROVAL OF THE MINUTES

Mr. Shapiro moved and Mr. Paulhus seconded to approve the minutes of the July 12, 2013 meeting as presented. Motion passed unanimously.

4. Discussion of the Charge of the Solid Waste Advisory Committee

Recycling Coordinator Virginia Walton described the working of the Solid Waste Advisory Committee. Ms. Walton commented the group is an effective working group which provides input for residents. Members discussed the idea of combining this Committee with the Sustainability Committee and agreed the missions of the committees are different. The Solid Waste Committee is currently meeting every other month.

A discussion regarding the composition/number of members on the Sustainability Committee will be discussed at the next meeting.

4. COMMITTEE VACANCIES/APPLICATION

Given the resignation of Lena Barry, members discussed the lack of alternates on the Ethics Board. The Town Clerk will ask Ms. Capriola to ask Win Smith if he is interested in continuing to serve. Mr. Shapiro will ask Michael Fischl if he is interested in serving as an alternate on the Ethics Board. The Committee would like confirm the party affiliation of the Chair of the Board.

Mr. Shapiro moved and Mr. Paulhus seconded to recommend the appointment of Hemant K. Gupta to the Transportation Advisory Committee to replace Mr. Frantz with a term ending November 30, 2015. The motion passed unanimously.

Mr. Shapiro moved and Mr. Paulhus seconded to recommend 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 motion passed unanimously.

Mr. Shapiro moved and Mr. Paulhus seconded to recommend the appointment of Dwight Atherton to the Parking Steering Committee replacing Martha Funderburk.

The Committee asked that Ms. Capriola be asked to reach out to Nancy Silander and Doug Kaufman to ascertain their interest in serving on the Town/University Relations Committee.

The Committee acknowledged the receipt of the announcement of various appointments by the Planning and Zoning Commission.

Mr. Shapiro moved and Mr. Paulhus seconded to recommend the appointment of Benjamin Wiles to the Mansfield Advocates for Children. The motion passed unanimously.

5. ADJOURNMENT

Mr. Paulhus moved and Mr. Shapiro seconded to adjourn the meeting at 8:30 a.m. Motion passed unanimously. The next meeting will take place on October 11, 2013.

Christine Hawthorne, Mansfield Assistant Town Clerk

**MANSFIELD DOWNTOWN PARTNERSHIP
BUSINESS DEVELOPMENT AND RETENTION COMMITTEE**

July 11, 2013

6:00 PM

**Mansfield Town Hall
Conference Room B**

MINUTES

Present: Steve Rogers (chair), Mona Friedland, Curt Hirsch, Paul McCarthy, Girish Punj, Rene Schein, Brian Wells

Staff: Cynthia van Zelm

1. Call to Order

Steve Rogers called the meeting to order at 6:01 pm.

2. Public Comment

There was no public comment.

3. Approval of Minutes from April 11, 2013

Brian Wells made a motion to approve the April 11, 2013 minutes. Paul McCarthy seconded the motion. Rene Schein abstained. The motion was approved with one abstention.

4. Update on Tenanting and Ideas for future Tenants

Mr. Rogers welcomed Mona Friedland to the Committee.

Ms. van Zelm said that oneTribe clothing, CVS, and Friendly Fire have signed leases to be part of Storrs Center.

Mr. Rogers said the goal is to try to populate Wilbur Cross Way with more emphasis on retail tenants. He said with all the internet business, it is difficult for retailers to want to be pioneers. Mr. Rogers said that master developer LeylandAlliance is evaluating whether housing would also be part of the mix on Wilbur Cross Way.

Girish Punj suggested inviting prospective tenants to the Grand Opening. It could be a soft sell to them to encourage them to locate in Storrs Center. The Committee agreed and suggested a handout/packet for potential businesses.

Mr. Punj suggested using the NAICS code to breakdown businesses by specialty. The Committee could review other college towns to see that type of retail they have in their towns and see if there might be a fit for Storrs Center. This tool allows one to see how the retail is doing in sales as well.

Mr. Rogers said he has suggested the idea of an indoor "mall" where specialty stores would have spaces.

5. Storrs Center Business Questions and Follow-Up from April Meeting; and Meeting with Storrs Center Businesses

As follow-up from the April meeting, Mr. Rogers did speak with Bill Simpson at the UConn Co-op about the possibility of a variety of signage outside the new Co-op location in Storrs Center that would identify what is being sold inside. Mr. Simpson said they would not be allowed to put an Apple sign on the outside of the Co-op.

As follow-up from the April meeting, Ms. van Zelm said the parking behind 9 Dog Lane will now be 30 minute parking and not specifically designated for Daily Campus parking. The Daily Campus staff will receive a parking pass that will give them access to spaces in the nearby UConn lots.

Ms. van Zelm shared with the Committee an example of a questionnaire for businesses to ascertain their needs and how the respective municipality might help them. She said this example was shared with the Mansfield Economic Development Commission by the Director of Economic Development in Suffield as one tool to assist business owners in the community. The questionnaire would be a guide for business visitations by representatives of the Commission. She asked the Committee what they think about initiating business visitations with Storrs Center businesses.

Ms. Friedland asked what would be the appropriate time to set up meetings. Mr. Rogers thought an introductory letter from the Committee would be a good way to reach out to them by explaining what the Committee does including recruiting new businesses for Storrs Center. The Committee could serve as an ombudsman for the businesses. Ms. Schein also suggested asking them to come to Committee meetings.

Mr. Hirsch left the meeting.

Ms. van Zelm said that LeylandAlliance does host monthly tenant meetings. Mr. Rogers encouraged Committee members to attend those meetings. Ms. van Zelm will send the dates of those meetings to the Committee members.

6. Marketing of Storrs Center Businesses

Ms. Friedland suggested participating in the Windham Chamber's radio show to announce new tenants.

Brian Wells suggested connecting with The Last Green Valley to market Storrs Center. He is on the Board and can make an introduction. He also suggested working with the Eastern Tourism District and the contacts there are Ed Dombrosky or Janice Putnam. He also suggested reaching out to motorcoachs that organize tours.

Paul McCarthy said the Department of Athletics has a link to Storrs Center on its website. He said he met with Ms. van Zelm to identify partnering opportunities. One thought is to connect with incoming sports teams from other colleges to let them know about Storrs Center. Mr. McCarthy said IMG has the marketing rights to UConn athletics and a representative did attend one of the Storrs Center tenant meetings. He said that Athletics has also suggested that TV coverage show Storrs Center as one of the places around the University during timeouts as they do with their TV coverage. This would be up to the television station. Mr. Rogers also suggested that the piece on UConn that occurs during a broadcast include Storrs Center. Mr. McCarthy said he would suggest this to UConn Communications.

Mr. Wells said the Basketball Hall of Fame series will be in Mansfield from November 29 to December 1 and would be a good opportunity to promote Storrs Center.

7. Future Meeting Agendas

The Committee will not meet in August.

8. Adjourn

The meeting adjourned at 7:10 pm.

**MANSFIELD DOWNTOWN PARTNERSHIP
BUSINESS DEVELOPMENT AND RETENTION COMMITTEE
September 12, 2013
5:00 PM
Mansfield Town Hall
Conference Room B**

MINUTES

Present: Mona Friedland, Paul McCarthy

Staff: Cynthia van Zelm

1. Call to Order

The meeting began at 5 pm.

2. Public Comment

There was no public comment.

3. Approval of Minutes from July 11, 2013

There was no quorum to approve the minutes.

4. Update on Tenanting and Ideas for future Tenants

Cynthia van Zelm said oneTribe clothing store is now open.

Mona Friedland said she likes the idea of an artist mall.

Ms. van Zelm said she will follow-up with Committee member Girish Punj on the best use of the NAICS data that he suggested would be useful for the further tenanting of Storrs Center.

5. Storrs Center Business Welcome Letter

The group discussed the goal for the welcome letter. If a meeting was held, what would be a good time? Morning? After work?

Ms. Friedland said it might be useful to introduce the Committee to Storrs Center businesses and Committee members could follow-up with businesses to ascertain if and when they might want to meet. What issues are businesses most interested in addressing?

6. Marketing of Storrs Center Businesses

Paul McCarthy said that UConn Athletics is working with UConn Transportation Services, and UConn Police to improve the customer experience at games vis a vis the difficulty of getting to and from the UConn campus efficiently. One idea is to provide a shuttle service from the downtown to Gampel Pavilion which would provide

customers to the downtown and alleviate some of the build-up of car traffic. Ms. van Zelm will follow-up with UConn Transportation Services.

Mr. McCarthy and Ms. Friedland offered to distribute some of the Grand Opening Hartford Courant inserts to UConn Athletics and to key locations within the region.

7. Adjourn

The meeting adjourned at 5:50 pm.

TOWN/UNIVERSITY RELATIONS COMMITTEE
Tuesday, September 10, 2013
Audrey Beck Municipal Building, Council Chambers

Minutes

Present: J. Armstrong, P. Barry, M. Gilbert, M. Hart, M. Kirk, A. Marcellino, E. Paterson, N. Silander

Staff: M. Capriola (Town), C. van Zelm (MDP), J. Coite (UCONN)

1. Call To Order

Meeting was called to order at 4:05 pm.

2. Meeting Minutes

Kirk made the motion to adopt the June 11, 2013 and August 13, 2013 meeting minutes as presented. The motion passed unanimously.

3. Updates:

a. *Mansfield Downtown Partnership:* van Zelm provided a commercial leasing update. The 10th annual Festival on the Green weekend will be held September 20-22. Funding secured and needed to complete the Town Square project was provided. Two upcoming public hearings were announced: proposed hotel in Storrs Center, 9/16; and Town Square, 9/17.

b. *MCCP:* Armstrong provided an update. Many landlords are implementing practices to ensure safety and security at their properties. Fall off-campus visits re: community expectations for being a good neighbor were discussed.

c. *Water Supply EIE:* Hart and Coite provided an update. Draft letters of intent are being prepared, which are anticipated to be submitted to Council in late September or early October. After letters of intent are approved (anticipated within 60 days from submittal), formal agreements, design, and permitting will occur. After those tasks occur, a 36 month construction period is anticipated.

d. *Fall Semester-Community Policing:* Armstrong and Hart provided an update. Sgt. Cournoyer will present an update to the Town Council on September 23rd and to Town-Gown on October 8th re: fall off-campus activity. Enforcement activity was discussed. UCONN PD and Resident Trooper Office joint efforts were discussed.

4. Committee Membership

Kirk and Hart submitted a draft (revised) MOA regarding membership for review and discussion. The Mayor suggested that consideration be given to adding the Resident Trooper Sergeant as a voting member of the Committee.

5. Other Business Announcements

Michael Gilbert, the new Vice President for Student Affairs was introduced.

6. Opportunity for the Public to Address the Committee

None.

7. Adjournment

Meeting adjourned at 4:58 p.m.

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

Personnel Committee
Monday, September 30, 2013
Conference Room B, Beck Municipal Building

Minutes

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

The meeting was called to order at 6:00pm.

1. MINUTES

The minutes of September 16, 2013 were moved by Shapiro and seconded by Keane. The minutes were unanimously approved as presented.

2. LABOR COUNSEL SELECTION

An overview of the RFQ process was provided by staff and Deputy Mayor Moran, who served on the interview panel. Attorneys Ken Weinstock and Dan Murphy from the firm Kainen, Escalera, & McHale, P.C. were present. The following topics were discussed: the firm's background; attorneys' experience; firm capacity; firm's approach to work; rates; insured work (re: litigation such as CHRO or ADA cases); ability to conduct internal investigations. Shapiro made the motion, seconded by Kean, "to recommend that the firm of Kainen, Escalera, & McHale, P.C. be appointed as labor and employment special counsel and that the recommendation be forwarded to the Town Council and approved." The motion passed unanimously.

3. EXECUTIVE SESSION – Town Manager Performance Review

Keane made the motion, seconded by Shapiro 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 6:29pm and left executive session at 6:35pm.

The meeting adjourned at 6:35pm.

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



MANSFIELD ADVOCATES FOR CHILDREN
Wednesday, September 25, 2013
Council Chambers – Town Hall
MINUTES

Members Present: Sara Anderson, Fred Baruzzi, Terry Cook, Sarah Delia (staff), Jane Goldman, Cindy Guerrerri, Kathleen Krider (staff), Mark LaPlaca, Rachel Leclerc (staff), Mary Jane Newman, Esther Soffer-Roberts, Judy Stoughton and Aviva Vincent

Regrets: Anne Bladen, Lisa Dahn, Bill Waite, and Lisa Young

Guests: Katherine Johansen, Linda Williams, Jillene Woodmansee, Kelly Zimmerman

<i>WHAT</i>	<i>DISCUSSION</i>	<i>OUTCOME</i>
CALL TO ORDER	K. Krider called the meeting to order at 5:35pm.	
CONSENT AGENDA	Approval of the Minutes of June 5 and August 7, 2013 meetings.	<i>The June 5 and August 7, 2013 Minutes were approved without changes.</i>
TEAM UPDATES	<p>Playground Committee: Sara Anderson</p> <ul style="list-style-type: none"> • The committee is trying a new approach for fund raising; small gatherings for people who are community involved, approximately ten households. The last small event held raised \$4000. • Festival on the Green – a clay activity for children was held and the artist's renderings for the Playground were available to attendees. <p>Work/Life Expo: Katherine Johansen</p> <ul style="list-style-type: none"> • K. Johansen explained about this event on October 10 from 9:00am to 2:00pm. • An event for employees to create connectedness and to balance work and life experiences. <p>School Readiness: Kathleen Krider</p> <ul style="list-style-type: none"> • All SR slots are filled. • Consultant from Graustein - Amy Seville Nelson has been working to give guidance to Collaborate Area Network (CAN). • MAC is slightly out of compliance regarding School Readiness by not having enough of certain people on the Council. • There is a meeting in October with A. Seville-Nelson. • Ande Bloom – EHHD will continue to provide 	

	<p>representation and active participation after her departure.</p> <p>Children's Health and Development Institute: Ande Bloom</p> <ul style="list-style-type: none"> • This is an effort to collect local data using the yellow health forms that are filled out for children at the beginning of the school year. • Mansfield is partnering with Coventry and Chaplin on this endeavor and there a lot of issues to track. • Funding is available to continue for the next year. <p>People Empowering People (PEP) Grant: Kathleen Krider</p> <ul style="list-style-type: none"> • This is a Parent Leadership Training program that will be held starting in January of 2014 and continues for ten weeks of class with four weeks for a project. • Kathleen Krider will be conducting this class to help parents become more involved in community government. • Mark LaPlaca said this program should also be disseminated through the PTAs and PTOs in Mansfield. <p>Mansfield Middle School: Mark LaPlaca</p> <ul style="list-style-type: none"> • The Middle School received a grant for \$28,000 for healthy child nutrition and eating from Windham Hospital. • They will be partnering with Coventry to implement this program. • M. LaPlaca reported that the Board of Education will continue to collaborate and cooperate with their partners, Youth Services and Mansfield Advocates for Children. <p>Preschool Screening: Rachel Leclerc</p> <ul style="list-style-type: none"> • R. Leclerc announced that there will be a second screening for preschool on October 11. There are a few openings in the Mansfield Preschool Program. 	
<p>OLD BUSINESS</p>	<p>The members approved the Mansfield Plan for Young Children taking account the revisions that were made at the August MAC meeting.</p>	<p><i>Sarah Delia will make sure the Mansfield Plan for Young Children is posted on the MAC website and sent to MAC members.</i></p>
<p>NEW BUSINESS</p>	<p>Asset Map: Cindy Guerreri</p> <ul style="list-style-type: none"> • Cindy Guerreri conducted an exercise with the membership. People were paired and shared aspects of their individual skills and talents. • These skills and talents were then shared with the group. 	

TEAM TIME	<ul style="list-style-type: none"> • The concept of the three teams was explained to new members but there was not time for individual teams to meet and discuss plans for the future of MAC. • It was mentioned that there should be a unifying plan and focus for all of MAC and the three teams for the year, 	
PARKING LOT	1. Transportation	
ADJOURN	<p>The meeting adjourned at 7:31pm.</p> <p>Next MAC Meeting, Wednesday, October 2, 2013, 5:30pm – 7:30pm at Town Hall, Council Chambers.</p> <p>Agenda topics: Please send to Kathleen at kriderk@mansfieldct.org</p> <p>Respectfully submitted, Sarah Delia</p>	

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

**PAGE
BREAK**



TOLLAND FIRE DEPARTMENT, INC.
P.O. Box 827
Tolland, Connecticut 06084

Item # 11

Chief David Dagon
Mansfield Fire Department
861 Warrentville Road
Mansfield, CT 06250

September 30, 2013

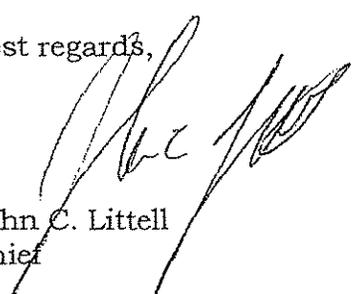
Dear Chief Dagon,

I would like to thank you and your department members for providing assistance to the Town of Tolland combating a structure fire on September 11, 2013.

Having your crews' assistance on White Birch Drive was greatly appreciated. As you may recall the unusually hot and humid weather made for less than ideal conditions. I am grateful to know that we can count on your team for support and rest assured that you can count on our support as well.

Again thank you and please pass along to your staff my sincerest appreciation for their hard work and efforts.

Best regards,


John C. Littell
Chief

cc: ✓ M. Hart, Town Manager, Town of Mansfield
S. Werbner, Town Manager, Town of Tolland

PAGE
BREAK

Sara-Ann Bourque

From: tulay luciano <tulayluciano@yahoo.com>
Sent: Tuesday, October 22, 2013 12:57 AM
To: Town Mngr; Town Council
Subject: CT Water Co. And Water

Item #12

October 22, 2013

Dear Town Manager Hart and the Town Council Members:

It is very desirable and appropriate that the town arranges a "water" meeting with the residents to answer their concerns and questions before the town signs any contract with CT Water Company.

1. In his letter to the editor, Eric Thornburg, President and CEO of the Connecticut Water Company wrote that: "We recognize there are other environmental considerations associated with this project as well, and will work collaboratively with key stakeholders throughout the permitting process to ensure environmental issues are addressed and that consistency with the State Plan of Conservation and Development is maintained." - Connecticut Water refutes criticisms of UConn water plan, *Mansfield Today*, September, 18, 2013.

- What are the environmental concerns CT Water is referring to?
 - Is the town in agreement with those concerns?
 - Is CT Water able to eliminate the adverse environmental issues, if not what will be the town's position?
2. The experts in environment point out the adverse effects of merging of different river basins. How will this issue be resolved to the satisfaction of the experts?

Best regards,
Tulay Luciano
808 Warrenville Road
Mansfield Ctr. 06250
860.429.6612

PAGE
BREAK

To: St. Mary's Church Parish Council
From: Jason A. McGarry
Date: September 24, 2013

Subject: Unauthorized Vehicles Parking in St. Joseph's Parking Lot

Dear St. Mary's Church Parish Council Members,

My name is Jason McGarry. My family and I live and own the English Tutor House across from St. Joseph's Church, at 458 South Eagleville Road. On Friday, September 20, 2013, between the hours of 8:00-9:00am, my house was burglarized. The thieves stole credit cards, my grandfather's rings, and my two year old daughter's jewelry. This is not the first incident in the area.

In December of 2012, my neighbor's house was also broken into. The thieves stole their TV and jewelry before 12am during the week. On April 16th 2012, there was a rape in Eagleville Court. Traffic has also increase along route 32 due to the Storrs Downtown Project, as well as cars that park behind the church. There is a possibility that it is only a matter of time before St. Josephs' and other houses in the area are also burglarized.

Due to the time of the burglaries, and how well the theft was executed, the police have stated that thieves mostly likely watched and observed the patterns of both my neighbor and my family's comings and goings. This would require a place where the thieves could remain stationary to monitor the neighborhood.

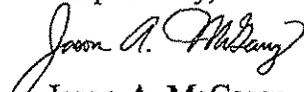
During my 10 years of residency at 458 South Eagleville Road, my neighbors and I have observed many vehicles that park directly behind the church facing Eagleville Court. These vehicles are not associated with St. Joseph's or the Eagleville Fire Department and any of their functions. People park there and walk down to Eagleville Court or to other houses on the other side of the road. We have also seen people parked with their lights on late at night, and as early as 3am in the morning, or for the entire week.

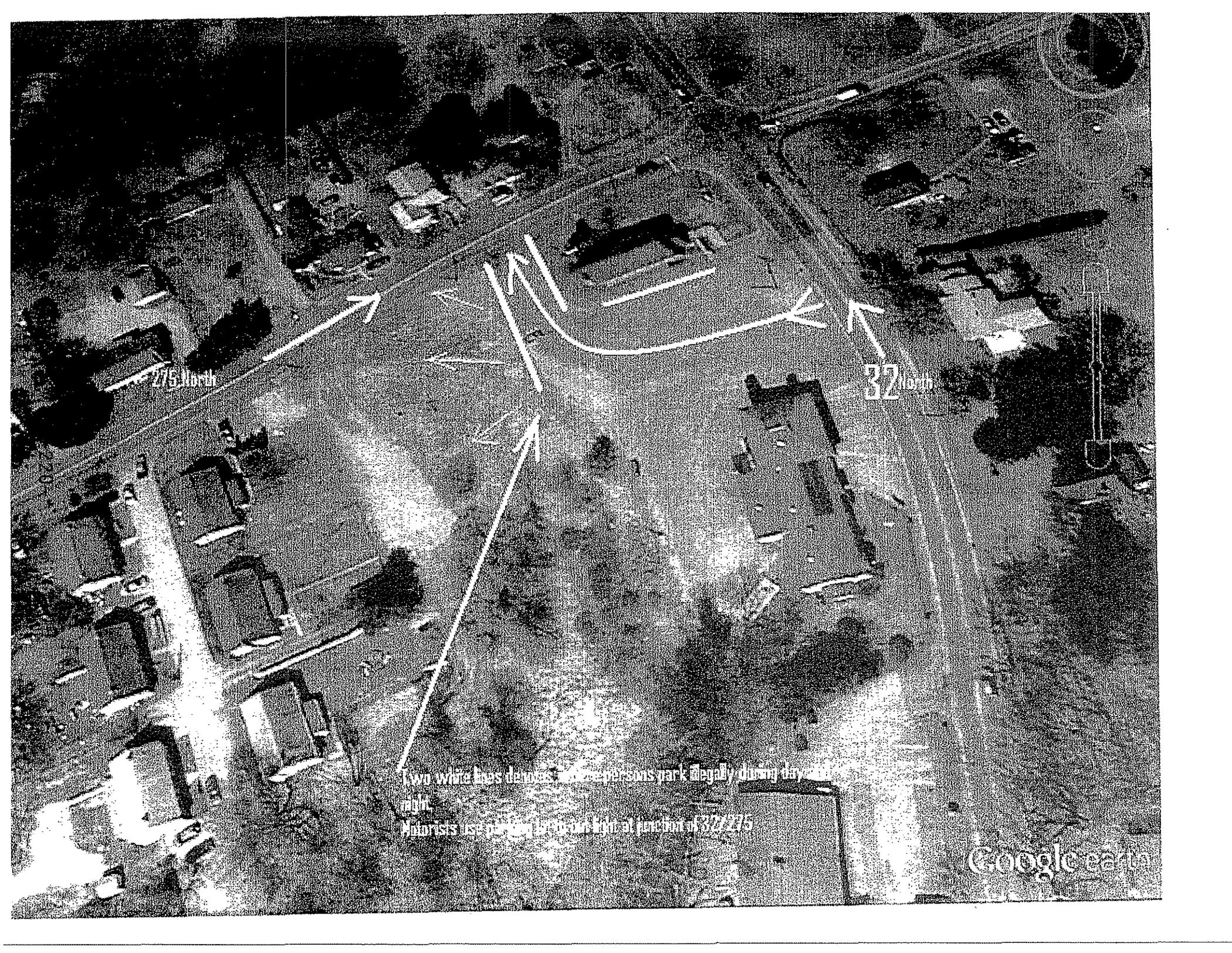
To help assist with deterring people from illegally parking behind the church during non service hours on Sundays from 8-9am, or during other functions associated with the church/fire department, I ask the council to please have signs be placed along the area stating something to the effect of, "Parish/Fire Department Parking Only, All Others Will Be Towed." I have talked to the fire department concerning this and they are willing to park closer to the fire department when there is not an event. The police department is also going to monitor the area more, but without the signs, there is little that can be done other than a drive by.

I will present your response to the Mansfield Town Council, and with your help, hope to make Eagleville a safer place to live. If you wish me to address the Parish Council directly, I would be more than happy to at any time.

Thank you so much for your time, and look forward to your response in the matter!

Respectfully,


Jason A. McGarry
(860) 428-5941



275 North

32 North

Two white lines denotes where persons park illegally during day and night.
Motorists use parking light at night at junction of 32/275

Google earth

Actions to Resolve Parking and the Increase in Crime in Eagleville/Mansfield

- 1) **Repair church/fire department fence and secure.**
 - a) Closing and locking fence would stop cars from using parking lot to bypass Route 32/275 traffic light.
 - b) Fire Department and Church could better control use of their parking lot.
 - c) Deter possible accidents from speeding cars through parking lot.
- 2) **Replace No Parking sign that is spray painted on fence.**
 - a) Visible signs not only help to assist and deter, but also justify police action.
- 3) **Spray paint parking spots for the entire area.**
 - a) Insure that a clear area is maintained for fire department emergency personnel at all times.
 - b) Assist in maintaining clear area when Town/State snow removal equipment uses hill for excess snow, allowing for emergency personnel to park.
 - c) This would minimize possible damage to vehicles that park too close to other vehicles.
- 4) **Place signs or have vehicle stickers. "Church/Fire Department Parking Only, all others will be towed."**
 - a) Enables Fire Department/Church to monitor area of illegal parking/loitering violations.
 - b) Empowers residents to help maintain a safe community.
 - c) Decrease trash.
- 5) **Illuminate area**
 - a) Eastern Parking lot is currently illuminated from street light on telephone pole.
 - b) Telephone pole is located near edge of fence for light placement for Western Illumination.
 - c) Illumination would deter potential violators of parking policy and assist Neighborhood Watch to contact resident trooper of problems.
 - d) Allow for personnel greater safety at night and during night functions (Spring Weekend).
- 6) **Neighborhood Watch Program-*Help protect, retain, and attract working families as Mansfield's role as a college town expands.***
 - a) Encourage and empower neighborhoods to set up collective groups to work and inform resident troopers to violations and/or suspicious activities.
 - b) Assign troopers to various zoning areas for quicker response and enhance personal relationships.
 - c) Inform neighborhoods of changes through door-to-door policy.
 - d) Program would embrace *Mansfield Tomorrow* initiative's to assist the public for buy in.
- 7) **Decrease Traffic Speed in Residential Eagleville.**
 - a) Create a Task Force with the State of Connecticut to monitor, collect data, and make recommendations as to how to make roads safer along Route 32 due to vehicles bypassing 195 to avoid traffic along the new Storrs Downtown.
 - b) Install Speed Bumps and reduce Speed Limit to 25 MPH, over 20 children live on road.

Reuben F. Bradford
Commissioner

Colonel Danny R. Stebbins
Deputy Commissioner
Division of State Police

FOR IMMEDIATE RELEASE
September 12, 2012

STATE POLICE MAKE ARREST IN MANSFIELD HOME INVASION

Date: 09-12-12, 10:50 a.m.

Location: 281 Coventry Road, Mansfield, CT

Investigator: Troop C, Tolland Major Crime Unit

Charges: Home Invasion
Armed Robbery
Burglary 1st Degree
Robbery 1st degree
Kidnapping 1st degree
False Statement 2nd degree

Arrested: Anibal Carrero Jr. DOB: 10-04-71
281 Coventry Rd. Mansfield, CT

On 09-04-12 Troop C received a 9-1-1 call for an armed robbery and home invasion at a residence on Derek Rd. in Mansfield. Troopers from the Mansfield Resident Trooper's office and Troop C responded. Two victims were confronted by five masked men and tied up during the robbery. A handgun was used in the robbery. EDMCS-C Detectives responded and assumed the investigation seizing evidence.

As a result of their investigation, Troop C Detectives developed suspects and recovered evidence involved in this crime. Detectives obtained an arrest warrant for the accused and attempted to serve the warrant at 281 Coventry Road. The accused recognized a surveillance vehicle from previous incidents with law enforcement and fled on foot thru the woods.

The State Police K-9 Unit was training in the area of Rt.44 and Rt. 32 in Mansfield and was summoned to the scene. A perimeter was set up by Troop C Troopers and the Mansfield Resident Trooper's Office. The State Police Air Unit was contacted and a fixed wing aircraft responded to the area.

A K-9 Staff Instructor, Trooper Morelli and his K-9 Wyatt located the accused, Anibal Carrero, in a wooded area approximately three miles from his residence. Carrero was taken into custody without incident and transported to Troop C for processing on the above charges.

Carrero will be arraigned at Rockville Superior Court on 09-13-12. He was held on a \$75,000.00 cash bond. The Mansfield Schools in the area were locked down by school officials and State Police as a precaution.

Additional arrest warrants are anticipated and will be served on the other four suspects involved.

Anyone with information about this crime is asked to contact Detectives at Troop C at 860-896-3200 or the Crime Tips Hotline at 860-896-3237.

New London man charged with beating, sexually assaulting woman in Mansfield

By Izaskun E. Larrañeta

Publication: theday.com

Published 04/16/2013 12:00 AM

Updated 04/16/2013 03:16 PM

 SHARE

</body>

 PRINT

Mansfield — State police on Monday arrested a New London man who they say brutally beat and sexually assaulted a woman.

Miguel Troche-Cabrera, 21, was charged with first-degree sexual assault, first-degree strangulation, first-degree assault, first-degree unlawful restraint, first-degree reckless endangerment, second-degree breach of peace and sixth-degree larceny.

Police said they received a call from a resident at the Eagle Court apartments at 11:45 p.m. Monday reporting that a woman was outside the residence with severe injuries.

The victim was first taken to Windham Hospital, then flown by Life Star helicopter to Hartford Hospital. Police said the victim is in stable condition.

Police said the victim was sexually assaulted while walking in the neighborhood. A male subject was seen fleeing the scene on a bicycle.

State Police from Troop C in Tolland and detectives from the Eastern District Major Crime Unit processed the crime scene.

Police broadcast a description of the suspect. Coventry police found Troche-Cabrera riding a bicycle on Route 275, and he was taken into custody.

Troche-Cabrera was held in lieu of a \$200,000 bond. He was arraigned Tuesday in Rockville Superior Court.

Troche-Cabrera has been arrested several times. In November, he was arrested after police said he started a fire in a shopping cart in a vacant building on the former Miner & Alexander property in New London.

Mansfield Woman Sentenced For Series Of Burglaries

May 17, 2013|By DAVID OWENS, dowers@courant.com, The Hartford Courant

VERNON — Before she was sentenced this week for burglarizing eight Mansfield homes and trying to break into lockers at a local health club, Kristin Gardiner could not suppress her larcenous ways, according to police and court officials.

On Saturday, the Mansfield woman went to Buckland Hills mall in Manchester and tried to steal handbags and wallets of employees at a store, police said. She was spotted and ran, but mall security and a Manchester police officer caught her, police said. She had a screwdriver and small crowbar with her, and she was charged with larceny, carrying a dangerous weapon and other charges.

Thursday in Superior Court in Rockville, Judge Elliot N. Solomon was all set to sentence Gardiner to prison for the burglaries and attempted locker break-ins. She had pleaded guilty March 14 to several burglary and larceny counts and faced a maximum sentence of 10 years in prison, suspended after she served no more than three years in prison.

But the new criminal charges from Manchester nullified the sentencing agreement. So Solomon sentenced Gardiner to 15 years in prison, suspended after she served five, and five years of probation.

Gardiner's crime spree in Mansfield, which included burglaries at the homes of some of her neighbors, lasted from November-2011 to April 2012. State troopers caught her red-handed on two, prosecutor Charles Johnson said, and troopers were able to link her to six more. There were 32 burglaries reported in Mansfield during that same period.

Gardiner told state police an addiction to prescription pain killers caused her to commit the burglaries.

She stole jewelry, laptop computers, cameras, and electronics, according to warrants for her arrest. The computers, she would later tell troopers, she threw away because pawn shops refused to accept them out of fear GPS locaters in them would help police find them.

The jewelry, she said, was sold to a man who operated a jewelry kiosk at the East Brook Mall in Mansfield. The man acknowledged buying jewelry, according to an arrest warrant, and then taking it New York to be melted down.

Gardiner also stole items with little monetary value, but deep sentimental value to the owners. Among those items were books, pottery and a quilt made from the flannel shirts of a victim's father.

Johnson said investigators were not able to find any of the items Gardiner stole.

Among the jewelry Gardiner sold the man was a box of championship rings accumulated by Don Brown, a former University of Connecticut assistant football coach.

courant.com/community/mansfield/hc-mansfield-mall-burglary-1011-20131010,0,7162768.story

Courant.com

Burglary At Mall In Mansfield Under Investigation

6:49 AM EDT, October 10, 2013

MANSFIELD — State police are investigating a break-in at the East Brook Mall early Thursday. advertisement

The burglary was reported around 2 a.m.

The mall is home to several well known major retailers including Kohl's, T.J. Maxx, and Game Stop.

Copyright © 2013, [The Hartford Courant](#)

ctnow.com/news/hc-uconn-faculty-hiring-0926-20130925,0,3788337.story

CTnow

Tuition Hikes Fuel UConn Faculty Growth

Long-Term Plan Will Improve Student-Faculty Ratio

By KATHLEEN MEGAN, kmegan@courant.com

The Hartford Courant

6:30 PM EDT, September 25, 2013

STORRS – The size of the University of Connecticut faculty has grown by 169 since the advertisement fall of 2011, trustees were told Wednesday, broadening and deepening academic offerings and reducing the ratio of students to faculty.

"I have presidents and provosts around the country saying, why are you taking our faculty?" UConn President Susan Herbst said. "I mean look at the places we've stolen senior faculty from .. Hopkins, Maryland, Chapel Hill, UVA, Duke. It's astounding and they want us to stop and we won't."

The new hires are spread across the university in departments ranging from engineering and pharmacy to psychology, philosophy, history and other disciplines.

The number of undergraduates is up this year on the Storrs campus — from 17,528 to 18,032 — but the student to faculty ratio in Storrs is down from 17.3-to-1 to 16.3-to-1.

Most of the new faculty members are working at the Storrs campus, but some have also been hired for the university's five regional campuses.

The university has two significant plans to boost faculty numbers. The hires announced Wednesday at a UConn Board of Trustees meeting are part of a four-year plan that started in the fall of 2012 and is funded by a four-year schedule of tuition increases ranging from a 5.5 percent increase in the fall of 2012 to a 6.75 percent increase in the fall of 2015.

By 2015-16, UConn hopes to see the student faculty ratio drop to 15 to 1.

The university's other major hiring plan is part of Next Generation Connecticut — the \$1.5 billion decade-long plan funded by the state and designed to transform the university's science, technology and math programs.

Under that plan the university will hire 245 additional faculty members over the next 10 years, as well as increasing the number of students in Storrs by 5,000 and the number on the Stamford regional campus by 1,500.

"We're delighted. We feel like we're giving students a broader experience, a chance to have smaller classes, to have more one-on-one time with faculty, to have opportunities to do research with faculty,"

said Sally Reis, vice president of academic affairs. "This is a dream opportunity for any major public university and we're thrilled."

Last fall, the size of the faculty increased by 60; this year it jumped by 109. Next year the increase is expected to be about 90. The majority of the new faculty hires are tenure-track positions.

Reis said that in many instances the hiring involves adding clusters of faculty to a particular discipline.

For instance, she said UConn's Neag School of Education has added about seven faculty members who are experts in closing the achievement gap between urban and suburban children.

Another area bolstered by hiring is in studies related to Asia. "A lot of students were interested in both the Chinese language and the culture and we had people teaching Chinese language, but we didn't have a program," said Jeremy Teitelbaum, dean of the College of Liberal Arts and Sciences.

The new hires include professors who teach Chinese or Southeast Asian history, political science as related to China, and two more tenure track faculty to teach Chinese. "So the opportunities to study the history and the culture of Asia are just much greater now than they were a year ago," Teitelbaum said.

Another large group hired was in the area of cognitive science, an interdisciplinary field involving neuroscience, linguistics, philosophy and other disciplines. "We already have a program in cognitive science, but this will make it a much richer opportunity for people to get involved," said Teitelbaum.

Copyright © 2013, The Hartford Courant

PAGE
BREAK

DOWNTOWN PARTNERSHIP EXPENSES PER PROJECT FOR FISCAL YEAR 2013

DPW
JOB COST
PROGRAM
DATA OUTPUT

7/1/2012 - 6/30/2013

Work Type	Employee Cost	Equipment Cost	Material Cost	Inventory Cost	Total
Group: 113 - Downtown Partnership (part of project) + misc					
118 - Traffic Control	\$86.04	\$26.70	\$0.00	\$0.00	\$112.74
153 - Drainage Problem	\$28.68	\$13.35	\$0.00	\$0.00	\$42.03
154 - Sitework	\$1,097.58	\$248.85	\$0.00	\$0.00	\$1,346.43
155 - Outside Agency Work	\$285.20	\$93.45	\$0.00	\$0.00	\$378.65
156 - Dry Hydrant / Fire Ponds	\$130.35	\$40.05	\$0.00	\$0.00	\$170.40
181 - Load Material at Landfill	\$229.44	\$272.00	\$0.00	\$0.00	\$501.44
183 - Haul Gravel	\$208.56	\$204.00	\$0.00	\$0.00	\$412.56
185 - Supply P/U at Vendor	\$417.12	\$0.00	\$0.00	\$0.00	\$417.12
	\$2,498.07	\$888.00	\$0.00	\$0.00	\$3,386.07
Group: 127 - Downtown Partnership Pond (TEMP DETENTION)					
154 - Sitework	\$438.00	\$106.80	\$0.00	\$0.00	\$544.80
173 - Haul Water	\$195.54	\$154.20	\$0.00	\$0.00	\$349.74
	\$633.54	\$261.00	\$0.00	\$0.00	\$894.54
Group: 131 - Post Office Road D.P.					
103 - Paving	\$892.71	\$616.80	\$0.00	\$0.00	\$1,509.51
111 - Paving Prep Work	\$1,718.09	\$1,387.70	\$0.00	\$0.00	\$3,105.79
113 - Sign Work	\$337.16	\$53.40	\$0.00	\$206.88	\$597.44
118 - Traffic Control	\$168.88	\$0.00	\$0.00	\$0.00	\$168.88
119 - Tree Removal	\$303.44	\$189.40	\$0.00	\$0.00	\$492.84
122 - Curbing Install	\$28.68	\$13.35	\$0.00	\$0.00	\$42.03
126 - Plowing Roads	\$52.14	\$51.00	\$6.25	\$0.00	\$109.39
139 - Haul Tallings	\$677.82	\$614.40	\$0.00	\$0.00	\$1,292.22
141 - Mailbox Repairs/Replace	\$229.44	\$106.80	\$0.00	\$0.00	\$336.24
151 - Prep, Plows & Trucks	\$143.40	\$170.00	\$0.00	\$0.00	\$313.40
153 - Drainage Problem	\$144.10	\$128.70	\$0.00	\$0.00	\$272.80
154 - Sitework	\$13,248.92	\$11,188.46	\$0.00	\$0.00	\$24,437.38
161 - Water Usage (Sweeping, Plants, etc.)	\$42.22	\$51.00	\$0.00	\$0.00	\$93.22
170 - Haul Class 2	\$371.21	\$333.90	\$1,934.76	\$0.00	\$2,639.87
174 - Haul Spoils	\$3,006.43	\$3,036.31	\$0.00	\$0.00	\$6,042.74
175 - Haul Processed	\$1,545.63	\$1,555.50	\$0.00	\$0.00	\$3,101.13
176 - Haul Loam	\$399.84	\$446.25	\$0.00	\$0.00	\$846.09
183 - Haul Gravel	\$1,016.76	\$994.50	\$0.00	\$0.00	\$2,011.26
185 - Supply P/U at Vendor	\$141.54	\$40.05	\$0.00	\$0.00	\$181.59
187 - Haul Wood	\$260.70	\$255.00	\$0.00	\$0.00	\$515.70
197 - Haul Millings	\$364.50	\$408.00	\$0.00	\$0.00	\$772.50
198 - Haul Sand	\$52.14	\$51.00	\$180.00	\$0.00	\$283.14
199 - Transport Equipment	\$275.14	\$176.05	\$0.00	\$0.00	\$451.19
	\$25,920.89	\$24,867.57	\$2,114.76	\$0.00	\$52,903.12
Group: 132 - D.P. Plant Trees					
154 - Sitework	\$2,022.64	\$844.80	\$0.00	\$0.00	\$2,867.44
176 - Haul Loam	\$208.56	\$204.00	\$0.00	\$0.00	\$412.56
179 - Plant Trees	\$5,025.84	\$2,387.46	\$0.00	\$0.00	\$7,413.30
185 - Supply P/U at Vendor	\$275.84	\$106.80	\$0.00	\$0.00	\$382.64
	\$7,532.88	\$2,543.06	\$0.00	\$0.00	\$10,075.94
Group: 133 - D.P. Odd Jobs (Trash, etc.)					
104 - Sweeping of Roads	\$741.43	\$297.04	\$0.00	\$0.00	\$1,038.47
113 - Sign Work	\$449.80	\$186.90	\$0.00	\$0.00	\$636.70
117 - Roadside Litter	\$447.50	\$133.50	\$0.00	\$0.00	\$581.00
118 - Traffic Control	\$235.66	\$106.80	\$0.00	\$0.00	\$342.46
126 - Plowing Roads	\$684.84	\$260.33	\$100.00	\$0.00	\$1,045.17
127 - Plowing Parking Lots	\$2,127.58	\$972.88	\$527.20	\$0.00	\$3,627.66
129 - Sanding	\$1,361.98	\$480.60	\$767.06	\$0.00	\$2,609.64
130 - Plow/Clear Walkways	\$9,798.74	\$3,464.31	\$2,092.10	\$0.00	\$15,355.15
153 - Drainage Problem	\$696.20	\$186.90	\$0.00	\$0.00	\$883.10
154 - Sitework	\$2,652.16	\$2,282.76	\$0.00	\$0.00	\$4,934.92
166 - Haul Mulch	\$410.60	\$401.63	\$0.00	\$0.00	\$812.23
168 - Water Plants	\$627.92	\$223.13	\$0.00	\$0.00	\$851.05
174 - Haul Spoils	\$267.22	\$184.88	\$0.00	\$0.00	\$452.10
180 - Haul Stone	\$404.09	\$395.25	\$0.00	\$0.00	\$799.34
181 - Load Material at Landfill	\$78.21	\$102.00	\$0.00	\$0.00	\$180.21
201 - Special Grounds Projects	\$713.04	\$240.30	\$0.00	\$0.00	\$953.34
207 - Shrub / Tree Trimming	\$213.12	\$106.80	\$0.00	\$0.00	\$319.92
210 - Transport Rec Equip	\$266.40	\$66.75	\$0.00	\$0.00	\$333.15
219 - Trash Runs	\$4,621.76	\$1,590.79	\$0.00	\$0.00	\$6,212.55
220 - Move Tables and Chairs	\$288.72	\$53.40	\$0.00	\$0.00	\$342.12
223 - Park/Rec Signs	\$1,060.88	\$347.10	\$0.00	\$0.00	\$1,407.98
238 - Litter Pickup	\$74.69	\$13.35	\$0.00	\$0.00	\$88.04
	\$26,228.71	\$12,007.69	\$2,609.36	\$0.00	\$40,845.76
Group Total: 10					
	\$60,292.12	\$88,667.02	\$5,607.37	\$206.88	\$108,772.99

Item #14

Temp
Tsquare +
Dog lane

OPS

PAGE
BREAK

LEGAL NOTICE
TOWN OF MANSFIELD

The electors of the Town of Mansfield are hereby warned to meet at their respective polling places in said Town on Tuesday, November 5, 2013 for the following purposes:

1. To cast their votes in the Town Election to fill the following offices:

Town Council

Board of Education Full term

Board of Education – To Fill Vacancy for 2 Years

Board of Assessment Appeals

Planning and Zoning Commission

Planning and Zoning Commission – to fill Vacancy for 2 Years

Planning and Zoning Commission Alternates

Zoning Board of Appeals

Zoning Board of Appeals Alternates

Regional Board of Education

Notice is hereby given that the locations of the polling places are as follows:

District 1 – Mansfield Community Center, 10 South Eagleville Road

District 2 – Mansfield Fire Department Station 107 @ Eagleville, 889 Stafford Road

District 3 – Buchanan Auditorium, Mansfield Library, 54 Warrenville Road

District 4 – Annie Vinton School, 306 Stafford Road

Paper ballots will be used. The polls will open at 6:00 a.m. in the morning and will remain open until 8:00 p.m. in the evening. Absentee ballots will be counted at the following central location: Audrey P. Beck Building, 4 South Eagleville Road in Mansfield, Connecticut.

Dated at Mansfield, this 18th day of October 2013.

Mary Stanton, Town Clerk

PAGE
BREAK