



**TOWN OF MANSFIELD
TOWN COUNCIL MEETING
Monday, January 13, 2014
COUNCIL CHAMBERS
AUDREY P. BECK MUNICIPAL BUILDING
7:30 p.m.**

AGENDA

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CALL TO ORDER	
ROLL CALL	
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EXECUTIVE SESSION

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

ADJOURNMENT

SPECIAL MEETING – MANSFIELD TOWN COUNCIL
December 4, 2013
DRAFT

Mayor Elizabeth Paterson called the special meeting of the Mansfield Town Council to order at 6:30 p.m. in the Community Room of the Community Center.

I. ROLL CALL

Present: Kegler, Marcellino, Paterson, Raymond, Ryan, Wassmundt
Town Manager Matt Hart welcomed Councilors to the orientation session and asked those staff members in attendance to introduce themselves and to provide a brief update on their individual departments.

Staff Present: Assistant Town Manager Maria Capriola, Fire Chief Dave Dagon, Director of Facilities Bill Hammon, Library Director Leslie McDonough, Director of Building and Housing Mike Nintean, Deputy Fire Marshall and Emergency Management Director Fran Raiola, Director of Information Technology Jaime Russell, Town Clerk Mary Stanton, Director of Finance Cherie Trahan and Executive Director of the Downtown Partnership Cynthia van Zelm

II. ORIENTATION

Town Manager Matt Hart presented an overview of the Town's form of government and Council and Town Manager responsibilities. Town Clerk Mary Stanton outlined FOI requirements regarding the scheduling of meetings, the posting of agendas and minutes, and the processing of Freedom of Information requests. Assistant Town Manager Maria Capriola reviewed the code of Ethics. Director of Finance Cherie Trahan presented an overview of the Finance Department and their responsibilities.

Town staff will provide statutory references indicating the roles and responsibilities of the chief executive officer.

Town staff will forward the website link to the Town Council Policy Index.

III. ADJOURNMENT

Mr. Ryan moved and Mr. Marcellino seconded to adjourn the meeting at 8:47 p.m.
Motion passed unanimously.

Elizabeth Paterson, Mayor

Mary Stanton, Town Clerk

December 4, 2013

REGULAR MEETING – MANSFIELD TOWN COUNCIL
December 9, 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: Kegler, Kochenburger, Moran, Paterson, Raymond, Ryan, Shapiro, Wassmundt
Excused: Marcellino

II. APPROVAL OF MINUTES

Mr. Ryan moved and Ms. Moran seconded to approve the minutes of the November 25, 2013 meeting, as amended. Mr. Kegler is not a member of the Mansfield Downtown Partnership Board of Directors. Mr. Kochenburger noted that after disconnecting from the November 25, 2013 meeting, he subsequently viewed the video of the rest of the meeting.

Motion to approve the minutes as amended passed unanimously.

III. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Brian Coleman, Centre St, suggested that future occupants of Storrs Center be non-redundant and diverse businesses. (Statement attached)

Winkie Gordon, Charter Oak Square, addressed President Herbst's reply to the Town Manager. Ms. Gordon believes the Town should not jointly fund an impact study and that the issues addressed in the study should include land use and environmental impacts.

Ric Hossack, Middle Turnpike, feels the letter from President Herbst is an insult to the Town and that the study should be funded by UConn.

Arthur Smith, Mulberry Road, referred to an MIT study regarding the privatization of water supplies and asked the Town Council to consider hidden costs.

IV. REPORT OF THE TOWN MANAGER

In addition to his written comments, Town Manager Matt Hart thanked Council members who were able to attend Lon Hultgren's retirement party, thanked Lon for his 35 years of service, and wished everyone a happy holiday season.

V. REPORTS AND COMMENTS OF COUNCIL MEMBERS

Mayor Paterson reported that Ethan Oliver recently attained Eagle Scout status. His project included building shelves and pallets at the Mansfield Historical Society. Mayor Paterson also noted the Human Services Department is still looking for sponsors for needy families in Town.

There is still an opening for a Republican on the Ad Hoc Committee Regarding Fee Waivers as well as an opening on the Downtown Partnership Board of Directors.

VI. OLD BUSINESS

1. Water Supply Project/Agreement between the Town of Mansfield and Connecticut Water Company (CWC)

Attorney Bruce Toby of Pannone, Lopes, Devereaux and West LLC provided an overview of the draft Water Supply Definitive Agreement which, he stated captures many of the concerns and questions raised by Councilors and the public. Eric Thornburg, President and CEO of Connecticut Water Company, and Maureen Westbrook, Vice President of Customer and Regulatory Affairs, answered members' questions.

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Councilors discussed the terms and benefits of the draft agreement, the permits and quantity of water needed, the role of the advisory committee, and the route of the proposed water line.

Mr. Shapiro moved and Mr. Ryan seconded, effective December 9, 2013, to refer the proposed Definitive Agreement for Water Supply Services between the Town of Mansfield and the Connecticut Water Company to the Conservation Commission, the Planning and Zoning Commission/Inland Wetlands Agency, the Four Corners Water and Sewer Advisory Committee and the Sustainability Advisory Committee for review with a deadline to report back to the Town Council for its January 13, 2014 meeting, and to direct staff to conduct a public information session in collaboration with the Connecticut Water Company to review the proposed Definitive Agreement with members of the public.

The motion passed with all in favor except Ms. Wassmundt who voted no.

The Town Manager will notify each of the committees to advise them of the public information session to be held next week. The information covered will include an evaluation of the effect of the agreement on the homes currently being provided with UConn water as part of a consent decree.

2. Agricultural Leases

Mr. Shapiro moved and Ms. Moran seconded, effective December 9, 2013, to authorize the Town Manager to execute the proposed leases for Town-owned agricultural properties referenced on page 12 of the Town Council's December 12, 2013 packet.

The leases are as follows:

- Agricultural Lease for Bone Mill Field between the Town of Mansfield and Willard J. Stearns & Sons, for an initial 60-month term commencing on January 1, 2014 with the opportunity to renew the lease for one additional 60-month term
- Agricultural Lease for Baxter Field between the Town of Mansfield and Charles Galgowski, for an initial 10-year term commencing on January 1, 2014 with the opportunity to renew the lease for one additional 10-year term
- Agricultural Lease for Commonfields between the Town of Mansfield and Thomas Wells, for an initial 60-month term commencing on January 1, 2014 with the opportunity to renew the lease for one additional 60-month term
- Agricultural Lease for Coventry Road Field between the Town of Mansfield and Enviro Enterprises/Bryan Kielbania, for an initial 60-month term commencing on January 1, 2014 with the opportunity to renew the lease for one additional 60-month term
- Agricultural Lease for Crane Hill Field between the Town of Mansfield and Willard J. Stearns & Sons, for an initial 60-month term commencing on January 1, 2014 with the opportunity to renew the lease for one additional 60-month term
- Agricultural Lease for Eagleville Field between the Town of Mansfield and Willard J. Stearns & Sons, for an initial 60-month term commencing on January 1, 2014 with the opportunity to renew the lease for one additional 60-month term
- Agricultural Lease for Mt. Hope Field between the Town of Mansfield and William Varga, for an initial 60-month term commencing on January 1, 2014 with the opportunity to renew the lease for one additional 60-month term
- Agricultural Lease for Torrey Field between the Town of Mansfield and Thomas Wells, for an initial 60-month term commencing on January 1, 2014 with the opportunity to renew the lease for one additional 60-month term

The motion passed unanimously.

3. Meeting of the Council

Mr. Shapiro moved and Ms. Moran seconded, effective December 9, 2013, to cancel the Town Council's regular meeting scheduled for April 14, 2014.

Motion passed unanimously.

An additional budget meeting may be scheduled for this week.

December 9, 2013

4. Community/Campus Relations

- Memorandum of Understanding between the Town of Mansfield and the University of Connecticut and the Town-University Relations Committee

Ms. Moran moved and Mr. Shapiro seconded, effective December 9, 2013, to authorize Mayor Elizabeth C. Paterson to execute the attached Memorandum of Understanding between the Town of Mansfield and the University of Connecticut regarding the Town-University Relations Committee.

Motion passed unanimously.

- Next Generation Connecticut
Town Manager Matt Hart reviewed the issues addressed in his letter to President Herbst requesting an impact study of the effects of Next Generation Connecticut on Mansfield.
Council members discussed the advisability of conducting an independent impact study or a joining with UConn to conduct a collaborative impact study. Possible funding sources for a study were also discussed. The Town Manager will contact the Town's state legislators. No consensus emerged from the discussion.
Ms. Moran moved and Ms. Raymond seconded to table the discussion of an impact study until the January 13, 2014 meeting.
Motion passed unanimously.

VII. NEW BUSINESS

5. MRRA, Trash Rate for 160 Gallon Can Service and Fee for an Additional Recycle Container

Mr. Shapiro moved and Ms. Moran seconded to convene as the Mansfield Resource Recovery Authority for consideration of amendments to the Solid Waste Regulations. The motion passed unanimously.

Mr. Ryan moved and Mr. Shapiro seconded to approve the following resolution:
Resolved, by the Mansfield Resource Recovery Authority, to amend Sections A196-12(F) & (G) of the Mansfield Solid Waste Regulations as detailed on page 56 of the Town Council's December 9, 2013 packet, which amendments shall be effective December 9, 2013.

The service changes are as follows:

160 gallon service	Weekly curbside automated refuse pickup of a 96-gallon and 64-gallon carts	\$41.75
	Curbside automated pickup of single-stream recycling (newspaper, magazines, corrugated cardboard, household cardboard, glass and metal food and beverage containers, plastic containers) every week	
	Unlimited curbside refuse pickup on the regular pickup day 1 week in the winter, as designated by the Town	
Additional recycling container	Weekly curbside automated recycling pickup of an additional 64-gallon labeled recycling cart	\$5.00

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The motion passed unanimously.

Mr. Shapiro moved and Mr. Ryan seconded to conclude work as the Mansfield Resource and Recovery Authority and to reconvene as the Town Council.

The motion passed unanimously.

6. Deed Adjustment – Wilbur Cross Way at Supermarket Southeast Corner

Ms. Moran moved and Mr. Ryan seconded, effective December 9, 2013, to refer the proposed revision of the property line between the Supermarket parcel and the Wilbur Cross Way right-of-way to the Planning and Zoning Commission for review pursuant to Section 8-24 of the Connecticut General Statutes.

The motion passed unanimously.

7. Regional Performances Incentive Program Application

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

Resolved, effective December 9, 2013, to authorize the Town Manager to endorse the Regional Performance Incentive Program proposal submitted by the municipalities of Bolton, Coventry, Mansfield and Tolland seeking \$160,000 in funding to support various economic development activities.

The motion passed unanimously.

8. Proposed FY 13/14 Salary Budget Transfers

Mr. Ryan moved, effective December 9, 2013, to approve the Salary Transfers for Fiscal Year 2013/14, as presented by the Director of Finance in her correspondence dated December 4, 2013.

Mr. Ryan, Chair of the Finance Committee, reported the Committee approved the recommendation of the salary transfers.

The motion to approve passed unanimously.

VIII. REPORTS OF COUNCIL COMMITTEES

Mr. Ryan, Chair of the Finance Committee, updated the Council on a meeting attended by the Town Sexton, Mary Landeck, at which time they discussed anticipated revenues and the eventual need for a subsidy to support the cemeteries in Town.

IX. DEPARTMENTAL AND ADVISORY COMMITTEE REPORTS

No comments offered.

X. PETITIONS, REQUESTS AND COMMUNICATONS

9. B. Coleman (11/25/13) 75

10. Town Council Rules of Procedure (11-25-13) 79

11. State of Connecticut re: Comptroller Lembo says financial outlook continues to improve, but urges caution 87

12. Mansfield Minute – December 2013

XI. FUTURE AGENDA

In response to a number of suggestions by Ms. Wassmundt concerning possible future agenda items, Town Manager Matt Hart noted the following:

- Concerns regarding jaywalking near Dog Lane will be discussed at an upcoming Traffic Authority meeting. Mr. Hart will report back.
- A dog waste ordinance is being worked on and will be brought to the Council.
- Mr. Hart has heard nothing further from the Shifrins concerning the Kirby Mill Project but will let the Council know if the Shifrins contact him.

Mr. Kochenburger suggested Information Technology and/or Library staff present some information on the use of technology and whether that use is disadvantaging certain

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segments of the community. Ms. Moran suggested Information Technology staff be invited to discuss new technologies being used or potentially used in Town.

Mr. Shapiro moved and Mr. Ryan seconded to move into executive session to discuss the following and to include the Town Manager in the discussions:

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

Personnel, in accordance with CGS §1-200(6) (A)

Motion passed unanimously.

XII. EXECUTIVE SESSION

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

Present: Kegler, Kochenburger, Moran, Paterson, Raymond, Ryan, Shapiro, Wassmundt

Also included: Town Manager Matt Hart

Personnel, in accordance with CGS §1-200(6) (A)

Present: Kegler, Kochenburger, Moran, Paterson, Raymond, Ryan, Shapiro, Wassmundt

Also included: Town Manager Matt Hart

XIII. ADJOURNMENT

The Council reconvened in regular session. Ms. Moran moved and Mr. Shapiro

seconded to adjourn the meeting at 11:02 p.m.

The motion passed unanimously.

Elizabeth Paterson, Mayor

Mary Stanton, Town Clerk

December 9, 2013

December 9, 2013

Dear Mr. Hart,

I would like to comment on the new tenants at Storrs Center, UConn Dining Services and The UConn CO-OP.

UConn Dining Services has cornered the market on ready to eat food on campus. They have a decent product at an affordable price and are a formidable competitor to any restaurant in the area. It simply makes it easier for students living in the Educational Reality Trust housing to use their meal plans and points because of the close proximity of new Dining Services outlet. A walk to campus, especially in inclement weather, may keep some of the students eating at the local businesses.

The UConn CO-OP outlet, again, simply saves folks in Storrs Center a trip onto campus.

I would like to recommend that those in charge of leasing the commercial properties at Storrs Center keep in mind the following issues, lease to non-redundant and diverse businesses. If you really want Storrs Center to be the shopping destination of the area, you need to provide variety and competitive pricing.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Brian Coleman", with a long horizontal flourish extending to the right.

Brian Coleman

26 Centre St.

SPECIAL MEETING – MANSFIELD TOWN COUNCIL
DECEMBER 23, 2013
DRAFT

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

I. ROLL CALL

Present: Kegler, Kochenburger, Marcellino, Moran, Paterson, Raymond, Shapiro, Wassmundt

Ms. Moran moved and Mr. Shapiro seconded to move into executive session to discuss the following and to include the Town Manager, the Town Attorney and the Natural Resources Coordinator in the discussions: Sale or purchase of real property, in accordance with CGS §1-200(6) (D)
Motion passed unanimously.

II. EXECUTIVE SESSION

Sale or purchase of real property, in accordance with CGS §1-200(6) (D)
Present: Kegler, Kochenburger, Marcellino, Moran, Paterson, Raymond, Shapiro, Wassmundt

Also included: Town Manager Matt Hart, Town Attorney Dennis O'Brien, Natural Resources Coordinator Jennifer Kaufman

I. ADJOURNMENT

The Council reconvened in regular session. Mr. Shapiro moved and Ms. Moran seconded to adjourn the meeting at 7: 50 p.m.
The motion passed unanimously.

Elizabeth Paterson, Mayor

Mary Stanton, Town Clerk

December 23, 2013



**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; Bruce Tobey, Esq.
Date: January 13, 2014
Re: Water Supply Project/Agreement between the Town of Mansfield and Connecticut Water Company (CWC)

Subject Matter/Background

Attached please find the proposed Definitive Agreement for Water Supply Services between the Town of Mansfield and the Connecticut Water Company (CWC). Legal counsel has revised the Agreement to correct minor drafting errors and references to dates and exhibits, and to ensure the consistent use of key terms throughout the document. The Definitive Agreement is designed to replace the non-binding letter of intent (LOI) negotiated by the parties and approved by the Town Council on October 28, 2013, with a formal, binding agreement.

A summary of the provisions in the proposed Definitive Agreement is as follows:

- Recitals – this section provides the background and purpose of the Agreement.
- Section 1. Definitions and Adoption – this section defines key terms used in the Agreement and confirms the accuracy of the statements made in the preamble and recitals.
- Section 2. Water Supply – this section speaks to the CWC's commitment to provide water service and explains how new service connections will be handled.
- Section 3. Water Rates, Charges and Customers – this section addresses rates for existing and new customers, and water supply planning and information sharing.
- Section 4. Representations, Warranties and Covenants – this section details the various representations, warranties and covenants made by the CWC, including its authority to enter into the Agreement, its title to assets and licenses and permits.
- Section 5. Capital Improvements – this section covers the CWC's obligations to design and construct the system, the Town's rights to review the CWC's design and construction plans, the CWC's requirements to

fund the infrastructure costs, the CWC's responsibilities for obtaining easements and rights of way, the Town's rights to observe and inspect construction, and the parties' intent to coordinate the timing of water main construction and sewer line installation.

- Section 6. Water Supply Infrastructure Ownership and Management – this section explains how ownership of the Town-owned and UCONN off-campus infrastructure shall transfer to the CWC, the irrevocable license that the Town shall extend to the CWC for the use of Town-owned infrastructure and the CWC's liability for property taxes.
- Section 7. Insurance, Indemnification and Dispute Resolution Procedures – this section highlights the CWC's obligations to carry insurance and to indemnify the Town for liability associated with the Agreement, as well as the dispute resolution process.
- Section 8. Water Supply Permitting and Licensing – this section explains the CWC's obligations to obtain any necessary permits or licenses necessary to perform its obligations under the Agreement.
- Section 9. System Meter Reading and Billing – this section covers the CWC's responsibilities for water meters, its obligations to ensure that billing procedures confirm with company and state regulations, and its intent to assist the Town in complying with FOIA requirements. The section also sets out the basic framework of a Water System Advisory Committee, which is to be further refined in a memorandum of agreement to be completed within 120 days from the execution of the Agreement, and the CWC's intent to adhere to best management practices. In addition, the section details how the Town would seek to enforce the CWC's obligations (if necessary), the Town's obligation to reasonably support the designation of an exclusive service area to the CWC and how the sale or transfer of the CWC would be subject to PURA's approval.
- Section 10. Force Majeure Event and Special Notice – this section address how the parties would handle a *force majeure* event, where one party is prevented from performing its obligations under the Agreement for events beyond its control.
- Section 11. General Provisions – this section sets out a number of general provisions including notice, amendments and modifications, governing law, severability and assignment.

Financial Impact

To date, the Town has spent \$200,775.48 and appropriated an additional \$48,474.89 for engineering and legal services related to the water supply component of the Four Corners Water and Wastewater project and the negotiation of this agreement. Those costs break down as follows:

- Engineering services – \$124,250.37 expended
- Legal counsel - \$76,525.11 expended; \$48,474.89 appropriated

As stated in the draft Definitive Agreement, Connecticut Water will bear the cost to provide the pipeline and related infrastructure to distribute potable water to

serve Mansfield. The Town's capital improvement program (CIP) includes a combined estimate of \$11 million for the water and wastewater components of the Four Corners project. Staff's estimate for the wastewater component, which needs to be updated, is \$5.5-\$6 million. With the CWC covering the capital costs associated with the water supply elements of the project, the Town's liability for the Four Corners project will be reduced by a considerable margin. In addition, the CWC will 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 CWC has agreed that it will not assess any Mansfield customers with any "wheeling" charges resulting from the company's use of UCONN infrastructure.

Legal Review

The Town's special legal counsel for this project, Attorney Bruce Tobey from the firm of Pannone, Lopes, Devereaux & West LLC, has assisted me in negotiating and drafting the Definitive Agreement with the CWC.

Committee Review

At its December 9, 2013 meeting the Town Council referred to proposed Definitive Agreement to the Conservation Commission, the Four Corners Water and Wastewater Advisory Committee, the Planning and Zoning Commission (PZC), and the Sustainability Advisory Committee for review and comment. The PZC will conduct its review on Monday, January 13th in advance of the Town Council meeting. At the Council meeting, staff will report on the action taken by the PZC.

The Conservation Commission and the two advisory committees met on January 8, 2014. A summary of their respective findings is as follows:

- Conservation Commission – the commission voted to support the Town of Mansfield's selection of the Connecticut Water Company.
- Four Corners Water and Wastewater Advisory Committee – the committee authorized the Chair to report to the Town Council that the terms contained in the draft Definitive Agreement between Connecticut Water Company and the Town of Mansfield sufficiently address the concerns raised by the Committee in its August 2013 memo provided the following issues raised in the 01/08/14 communication from committee member M. Reich are addressed (see attached). Staff's response to the items raised in the 01/08/14 communication are as follows:
 - Section 1 – The revised Agreement incorporates this suggestion and utilizes the term "Water System Advisory Committee" to provide consistency throughout the document.

- Section 2.2 – Staff will consult with legal counsel to see if the term “applicant” should be defined, and if the terms “customer” and “person” should be revised to any extent.
 - Section 2.2(c)(iv) - The revised Agreement incorporates this suggestion and utilizes the term “Water System Advisory Committee” to provide consistency throughout the document.
 - Exhibit C – The CWC will substitute a Main Extension Agreement that better reflects the terms incorporated within the Definitive Agreement.
 - Proposed New Section 2.2(d) – Staff appreciates the concern but believes that the suggestion to require electronic posting of service connection requests is more of an administrative matter than a contractual issue. Consequently, I would suggest that the Council refer this suggestion to the Director of Planning and Development and the PZC.
 - Section 3.2(c) – Under the revised Agreement, section 3.2(c) has been moved to create a new section 3.1(g). The rates referred to in this section are set out in Exhibit F.
 - Section 6 – The grants received for the construction of the water infrastructure in Storrs Center, as defined in Exhibit G, do not preclude the Town from transferring ownership of this infrastructure to the CWC.
 - Section 9.4 – Staff recommends that the Council consider this recommendation in the context of the Memorandum of Agreement regarding the Advisory Committee to be developed the parties within 120 days of the execution of the Definitive Agreement, as opposed to incorporating the suggestion within the body of the Definitive Agreement.
 - Section 9.7 – The revised Agreement includes the corrected reference.
 - Section 11 – The revised Agreement includes this detail.
- Sustainability Advisory Committee – the committee authorized the Chair to report to the Town Council that the terms contained in the draft Definitive Agreement between Connecticut Water Company and the Town of Mansfield sufficiently address the concerns raised by the Committee in its August 2013 comments. In addition, the Sustainability Committee voted to urge the Council and staff to work with relevant agencies and stakeholders to accommodate complete streets and green infrastructure in the design and construction of the CWC water project, and offered its assistance with this effort.

Recommendation

Staff believes the proposed Definitive Agreement would have the many benefits for the Town. With respect to cost, the Agreement would preserve current water rates and provide favorable treatment as future rate increases occur.

Furthermore, the CWC would assume the multimillion dollar cost for building the new interconnection and water infrastructure at Four Corners, as well as all costs for system operation and maintenance.

Concerning risk allocation, the Town would be the beneficiary of a unique contract with the CWC and would be protected by the insurance and indemnification requirements for the CWC. In addition, the Town would gain the opportunity to be heard by the Connecticut Public Utilities Regulatory Authority (PURA) and other state regulators.

For water supply service concerns, the CWC would be obligated to meet current and future Town water supply needs and expressly bound to meet all governing water quality requirements. The long-term agreement with the CWC would be preferable to the short-term agreement with UCONN.

With respect to input and oversight, the Mansfield community and other stakeholders would be guaranteed an advisory role to the CWC for water supply operations and service expansion proposals. The Definitive Agreement would provide the Town with guaranteed and enforceable contract rights and the CWC would operate the system under the regulatory supervision of PURA and other state regulatory agencies.

Lastly, the Agreement would ensure that service connections are granted in conformance with the Town's zoning regulations, its Plan of Conservation and Development and other local regulations. The UCONN Water and Wastewater Advisory Committee would no longer play a role in these important land use decisions.

For the reasons listed above, and based on the favorable reports received from the commissions and advisory committees, staff recommends that the Town Council authorize me to execute the proposed Definitive Agreement with the Connecticut Water Company.

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

Resolved, to authorize the Town Manager to execute the Water Supply Definitive Agreement between the Town of Mansfield and the Connecticut Water Company, dated January 13, 2014.

Attachments

- 1) Proposed Definitive Agreement between the Town of Mansfield and the CWC, dated January 13, 2014
- 2) L. Painter correspondence to Conservation Commission
- 3) L. Painter correspondence to Four Corners Advisory Committee

- 4) L. Painter correspondence to PZC
- 5) L. Painter correspondence to Sustainability Advisory Committee
- 6) M. Reich re CWC/Town Agreement

**The full-sized color version of this item may be found online at www.MansfieldCT.gov by clicking on Agendas & Minutes and selecting Town Council from the drop-down menu.*

WATER SUPPLY DEFINITIVE AGREEMENT

THIS AGREEMENT, is made and entered into as of the ____ day of ____, 2014, by and between the TOWN OF MANSFIELD, CONNECTICUT, a municipal corporation organized and existing under the laws of the State of Connecticut ("Town"), and CONNECTICUT WATER COMPANY, a Connecticut corporation having its principal offices at Clinton, Connecticut (together with its successors and assigns, "CWC").

RECITALS

WHEREAS, the University of Connecticut, a non-profit state institution of higher education, organized under the laws of the State of Connecticut ("State"), with principal administrative offices at Storrs, Connecticut (together with its successors and assigns, "UConn"), operates and maintains a system of water distribution infrastructure located in Storrs, Connecticut, that provides potable water to the Town pursuant to that certain Sewer and Water Service Agreement dated as of January 27, 1989 by and between the Town and UConn; and

WHEREAS, the Town owns and operates certain other water distribution infrastructure that provides potable water to certain municipal and other users; and

WHEREAS, pursuant to the Connecticut Environmental Policy Act, C.G.S. §§ 22a-1 *et seq.*, and regulations promulgated thereunder (collectively "CEPA"), UConn completed an environmental impact evaluation and record of decision for potential sources of water supply; and

WHEREAS, consistent with the provisions of Section 92 of Public Act 11-57, UConn consulted with the Town throughout the development of the referenced environmental impact evaluation and record of decision, and the record of decision endorsed CWC as the proposed water utility supplier as detailed therein; and

WHEREAS, the Connecticut Office of Policy and Management has reviewed the referenced environmental impact evaluation, record of decision and related documentation, and determined that UConn satisfied the requirements of CEPA and rendered its approval of the record of decision; and

WHEREAS, UConn has expressed a desire to transfer the responsibility for serving off-campus customer to CWC; and

WHEREAS, the Town desires to receive water supply and utility service from CWC, thereby also securing a supplemental supply of potable water for proposed locally-approved future needs, including but not limited to the Four Corners area; and

WHEREAS, CWC, a public service company subject to the jurisdiction of the Public Utilities Regulatory Authority with public water supply infrastructure extending into Tolland, Connecticut, desires to provide water supply service to the Town as set forth in this Agreement; and

WHEREAS, CWC upon the receipt of required approvals from Governmental Authorities and construction of the proposed infrastructure, shall be ready, willing and able to provide the Town with the water supply service specified in this Agreement; and

WHEREAS, the Town and CWC negotiated a non-binding letter of intent to serve as the basis of this Agreement, which was approved on October 28, 2013 by the Town Council and executed October 29, 2013 in conformance with the laws of the State and the Mansfield Town Charter.

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual covenants, promises, obligations and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and CWC (hereinafter, collectively "Parties" and individually a "Party") hereby agree as follows:

SECTION 1. DEFINITIONS AND ADOPTION

1.1 Definitions. As used in this Agreement, the following terms have the respective meanings set forth below:

"Billed Customers" shall mean those persons, associations, partnerships or corporations of record having a legal obligation to pay for Potable Water supply service as the owners of real property receiving water or tenants thereof having an obligation to pay for water pursuant to an agreement with the real property owner.

"Campus Connection Spur" shall mean the pipeline, valves and related appurtenances to interconnect from the CWC pipeline at Point of Delivery to other elements of the UConn System.

"Capital Improvements" shall mean the water supply pipeline, pumping stations, pumping station upgrades, pressure reducing valves and related appurtenances and work performed by CWC to interconnect the CWC system at Anthony Road and Merrill Road in Tolland to the UConn System, and the infrastructure on Middle Turnpike that would serve the Four Corners in Mansfield, as identified in Exhibit A attached hereto and hereby incorporated into this Agreement.

"Completion Date" shall mean the date of the Town's receipt of CWC's written notice of completion of construction and testing of Capital Improvements provided UConn has completed construction of the Campus Connection Spur to interconnect to the CWC system.

"Connecticut General Statutes" or "C.G.S." shall mean the State of Connecticut General Statutes, Revision of 1958, revised to 2013, and as revised and amended from time to time.

"CTDEEP" shall mean the Connecticut Department of Energy and Environmental Protection, or its successor as established by Law.

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"CTDPH" shall mean the Connecticut Department of Public Health, or its successor as established by Law.

"CWC" shall mean the Connecticut Water Company, its successors and assigns.

"CWC Emergency Contingency Plan" shall mean the Emergency Contingency Plan of the Connecticut Water Company as approved by PURA and revisions and amendments thereto. A copy of the Stages of the Emergency Contingency Plan - Western System, which would be applicable in Mansfield, appears in Exhibit B attached hereto and is hereby incorporated into this Agreement.

"CWC Main Extension Agreement" shall mean the Main Extension Agreement used by the Connecticut Water Company for main extensions referenced in Section 2.2 hereof, such agreement to be in conformance with the then-current PURA regulations and decisions; an example of the current form of the main extension agreement appears in Exhibit C attached hereto and is hereby incorporated into this Agreement.

"CWC Regulations" shall mean the Rules and Regulations of the Connecticut Water Company as approved by PURA on July 14, 2010, and revisions and amendments thereto as approved by PURA, a copy which appears in Exhibit D attached hereto and is hereby incorporated into this Agreement.

"CWC System" shall include the Capital Improvements and the Existing Infrastructure that is used to provide water service to customers in the Town of Mansfield.

"CWC Water Supply Plan" shall mean the Water and Supply Plan of the Connecticut Water Company required pursuant to C.G.S. Section 25-32d and revisions and amendments thereto. A then-current copy of the plan for the Western System shall be provided to the Town Clerk, less any provisions redacted for security reasons established by Law, and shall be available for inspection in Town Hall.

"Customer" shall mean any Existing Customer and New Customer as defined herein.

"Diversion Permit" shall mean an authorization issued by the CTDEEP pursuant to the Water Diversion Policy Act, C.G.S. §§22a-365 *et seq.*, as amended, in such form as required by CTDEEP for the purpose of authorizing CWC to provide water to the Town as required by this Agreement.

"Exclusive Service Area" shall mean an area where public water is supplied by one system as established by the CTDPH pursuant to C.G.S. §§25-33c *et seq.*, as amended.

"Existing Customers" shall mean all Billed Customers receiving water supplied by UConn on Existing Infrastructure as of the Completion Date, including any Town Facilities and fire hydrants.

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"Existing Infrastructure" shall mean the Town Infrastructure and UConn Off Campus Infrastructure as defined herein.

"Fire Protection Charges" shall mean the PURA approved charges authorized to recover the costs of infrastructure such as increased sizes of water mains, increased pump capacity, and increased storage capacity necessary for the utility to supply the volume and pressure of water for fighting fires while, at the same time, supplying daily water needs.

"Freedom of Information Act" or "FOIA" shall mean the Freedom of Information Act as set forth in C.G.S. §§1-200 *et seq.* and amendments thereto.

"Fully Depreciated" shall mean the time at which pipes owned by the Town and the University at the time of the agreement have reached the age of 60 years at which time the asset is deemed to have a salvage value of zero and would be transferred to CWC ownership.

"Governmental Approval" means any authorization, consent, approval, license, franchise, lease, ruling, permit, tariff, rate, certification, exemption, filing or registration by or with any Governmental Authority having jurisdiction on matters covered by this Agreement (including, but not limited to, zoning variances, special exceptions and non-conforming uses).

"Governmental Authority" means any federal, state, departmental or municipal government or any political subdivision thereof, and any other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any other governmental entity but excluding in all cases UConn.

"Law" or "Laws" shall mean federal, state, local, foreign or other laws, regulations, orders, injunctions, building and other codes, ordinances, permits, licenses, judgments, decrees of federal, state, local, foreign or other authorities, and all orders, writs, decrees and consents of any Governmental Authority, or any court or similar Person established by any such governmental or political subdivision or agency thereof but excluding in all cases UConn. An illustrative, but not exclusive, summary of principal Laws applicable to this Agreement is attached as Exhibit E attached hereto and hereby incorporated into this Agreement.

"Licenses and Permits" shall mean any license, permit, registration, certificate, order, approval, franchise, variance and similar right issued by or obtained from any Governmental Authority or any third party that is required in connection with the operation of a Party's water supply system, the Capital Improvements or the Supply System Improvements.

"Meter" shall mean a water volume measuring device, meeting design, type and specification per industry standards and PURA regulations, that is used for the purpose of measuring water volumes as provided in this Agreement.

"New Customer Rate" shall mean the rate charged by CWC to New Customers which shall be equal to the water commodity charge and basic service charge as approved by PURA for similarly defined categories of CWC customers.

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"New Customers" shall mean all Billed Customers after the Completion Date who shall be direct customers of CWC that are not Existing Customers, and shall be charged by CWC at the New Customers Rate.

"Notice of Completion" shall mean a written notice from CWC confirming the completion of all necessary or appropriate construction and testing of Capital Improvements in conformance with the requirements of the Agreement.

"Person" shall mean any natural person, estate, partnership, corporation, trust, unincorporated association, limited liability company, joint venture, organization, business, individual, municipality, government or any agency or political subdivision thereof, tribal nation, tribe or any other entity.

"Potable Water" shall mean water of a quality meeting or exceeding those standards for quality of drinking water established by the CTDPH pursuant to C.G.S. § 19a-36, including R.C.S.A. § 19-13-B102, and as such standards may be revised or amended from time to time.

"Public Authority Rate" shall mean the PURA-approved rates and charges as specified in CWC's rate schedule to be paid for water provided at a public facility in the Town of Mansfield or a successor charge established by PURA to replace the Public Authority rate in effect at the time of the agreement.

"Public Facility" shall mean any real or personal property owned, leased, operated, maintained, or occupied by the Town, including, but not limited to, the Mansfield Housing Authority, Regional School District #19, and the Mansfield Public Schools, including fixtures and appurtenances thereto.

"PURA" shall mean the Public Utilities Regulatory Authority presently within the CTDEEP, or its successor as established by Law.

"R.C.S.A." shall mean the Regulations of Connecticut State Agencies, and as revised and amended from time to time.

"Reasonable Efforts" shall mean the taking of any and all actions which are commercially reasonable under the circumstances and reasonably required to accomplish the desired task or achieve the desired result.

"Record of Decision" or "ROD" shall mean the Final Record of Decision and Environmental Impact Evaluation (EIE) for Potential Sources of Water Supply, University of Connecticut, Storrs, CT, University Project #901662, dated July 30, 2013.

"Storrs Customer Rate" shall mean the rate for water service to be charged by CWC for Existing Customers at the Completion Date which shall be equal to the rates and charges applied by UConn at that time. The rates and charges of UConn as of the Effective Date of this Agreement are as set forth in Exhibit F.

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"System" shall collectively mean the CWC system, and any capacity upgrades made by CWC to meet the demands pursuant to the CWC Water Supply Plan.

"System Improvements" shall mean equipment, modifications and all work or actions to be taken by CWC in connection with the CWC System to meet all CWC obligations under this Agreement.

"Town" shall mean the Town of Mansfield, Connecticut.

"Town Infrastructure" shall mean the Town owned water distribution infrastructure as more fully described in Exhibit G attached hereto and hereby incorporated into this Agreement.

"UConn" shall mean the University of Connecticut, its successors and assigns.

"UConn/CWC Agreement" shall mean that certain Water Supply and Development Agreement by and between UConn and CWC and dated as of December 18, 2013, a copy of which appears in Exhibit H attached hereto.

"UConn Infrastructure" shall mean the UConn water distribution infrastructure on campus as more fully described in Exhibit I attached hereto and hereby incorporated into this Agreement.

"UConn Off Campus Infrastructure" shall include the UConn off campus water distribution system, that provides the water supply for the customers in Mansfield as depicted on Exhibit J that is attached hereto and hereby incorporated into this Agreement.

"Water System Advisory Committee" or "Advisory Committee" shall mean the group of representatives that will provide local input to CWC and ensure communication and collaboration relating to the water system as described in Section 9.4 of this Agreement.

1.2 Adoption of Preamble and Recitals. The Parties each adopt and certify that each of those respective statements concerning such Party as stated in the preamble and recital of this Agreement are true and correct, and are hereby incorporated into the body of this Agreement as though fully set forth in their entirety herein, provided that in cases of conflict, the provisions stated in the body of the Agreement shall control over statements in the preamble and recital.

SECTION 2. WATER SUPPLY

2.1 Water Supply Service

(a) Subject to the terms and conditions of this Agreement, beginning on the Completion Date, CWC shall have and agrees to sell and supply to Customers in Mansfield on a 24 hour per day and 365 day per year basis all Potable Water required to meet their demands. CWC shall fulfill its obligation set forth in this Section in strict conformance with the Law.

(b) CWC shall be authorized and obligated to provide water service for current and future customers on the CWC System in the Town of Mansfield in accordance with all applicable Laws. CWC shall be responsible to meet the current and future public water supply needs for customers in Mansfield, meeting the PURA standards for service at PURA approved rates and all DPH requirements or other applicable laws regarding the purity and adequacy of the water supply.

(c) CWC shall provide Potable Water at the pressure necessary to ensure proper service to Customers in accordance with the Law.

(d) CWC shall supply and deliver Potable Water to Customers using the System in strict conformity with the Law. CWC shall be responsible for ensuring that all water delivered pursuant to this Agreement meets the quality standards for Potable Water set forth in the Law.

(e) In the event that there is a water quality violation in the CWC System in the Town of Mansfield, CWC shall provide notice to customers as required by Law and shall advise the local health official and Town Manager in Mansfield of such violation.

2.2 New Service Connections

(a) CWC shall not permit customer connections to the System by any Person that would violate any connection restriction set forth in the ROD except as ordered or directed by PURA pursuant to C.G.S. §16-20 and with timely notice of initiation of such PURA proceeding being given by CWC to the Connecticut Office of Policy and Management, UConn and the Town.

(b) CWC shall notify any Person, upon request, of the availability of water supply but shall not permit any connection to the CWC System unless the New Customer to be served by such connection first obtains any required Governmental Approvals.

(c) CWC shall notify the Town Director of Planning and Development of any Person seeking to connect to the System and shall allow the connections as authorized by this Agreement.

(i) Connection to the CWC System in Mansfield for properties that do not require a main extension shall be permitted, where such uses are consistent with zoning regulations in effect at the time of the request, after providing notice to the Director of Planning and Development, and the applicant has demonstrated that any required local approvals for building or public health or as otherwise required are secured.

(ii) Connection to the CWC System in Mansfield for properties that do not require a main extension shall be permitted to allow for the existing use of properties, after providing notice to the Director of Planning and Development.

(iii) Connections to the CWC System in Mansfield, whether a new use or change to existing use that require a change in zoning or approval by a local land use commission shall be permitted after (a) providing notice to the Director of Planning and Development, (b) allowing for review by the Advisory Committee, and (c) demonstration by the applicant to CWC that all required approvals are secured.

(iv) Any extension of the CWC System in Mansfield after the Completion Date shall be undertaken in consultation with the Advisory Committee established pursuant to Section 9.4 hereof and permitted if the applicant has demonstrated to CWC that all required approvals have been secured and such extension complies with the CWC Main Extension Agreement as applicable.

SECTION 3. WATER RATES, CHARGES AND CUSTOMERS

3.1 Customer Water Rates

(a) Customers served by UConn after the Effective Date of this Agreement shall continue to be served by and billed by UConn until the Completion Date.

(b) As of the Completion Date all Existing Customers, including any Town Facilities and fire hydrants, shall become direct customers of CWC and shall be charged the Storrs Customer Rate by CWC. After the Completion Date, the Storrs Customer Rate shall be subject to adjustment by the same dollar amount change approved by PURA for similarly defined categories of CWC customers.

(c) After the Completion Date, all Billed Customers that are not Existing Customers shall be direct customers of CWC ("New Customers") and shall be charged by CWC at a rate equal to the rates and charges as approved by PURA for similarly defined categories of CWC customers as may be amended from time to time subject to PURA approval.

(d) Notwithstanding Section 3.1(b), any Public Facility that qualifies as a New Customer shall be charged by CWC at a rate equal to the Public Authority rates and charges as approved by PURA for similarly defined categories of customers. The Town shall be charged the PURA approved CWC Fire Protection Charges for any fire hydrants in service after the Completion Date.

(e) Customers in Mansfield, including any Public Facility, shall be subject to applicable PURA approved surcharges or surcredits at the same percentage basis as other CWC customers.

(f) Customers shall pay PURA-approved rates and charges, including any applicable surcharges for the Potable Water received by the Customer. Customers, including the Town, shall not be subject to any form of "take or pay" charges.

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(g) The Parties shall use all reasonable efforts to advocate to PURA for its approval of the rates set forth in this Section 3. In the event that the rates set forth in this Agreement are not approved by PURA as proposed, CWC shall notify the Town and advise them of the process for approval of alternate rates and opportunities to provide comment on the record to PURA on the revised request.

3.2 Water Supply Planning and Information Sharing

(a) The Parties agree to cooperate in the timely exchange of reasonably available information including projected water supply and demand data, and related operations information to facilitate required water supply planning efforts, and to minimize over-estimation or under-estimation of infrastructure capacity needs by either Party.

(b) The Parties agree to reasonably cooperate to provide information to facilitate the periodic revision of applicable water supply plans, to give timely notice and information concerning anticipated capital projects likely to affect water supply or demand volumes, and to timely provide other information regarding identified changes to the water supply or demand characteristics that may affect the operations that are the subject of this Agreement.

SECTION 4. REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 Representations, Warranties and Covenants of CWC. CWC represents and warrants as follows:

(a) Authorization; No Restrictions; Consents or Approvals. CWC has full power and authority to enter into and perform this Agreement, and all action necessary to authorize the execution and delivery of this Agreement and the performance by CWC of its obligations hereunder has been taken. This Agreement has been duly executed by CWC and constitutes the legal, valid, binding and enforceable obligation of CWC, enforceable against CWC in accordance with its terms subject to bankruptcy laws affecting creditors' rights generally. The execution and delivery of this Agreement and the consummation by CWC of the transactions contemplated herein or hereby, do not (i) conflict with or violate any of the terms of CWC's charter or by-laws or other constituent documents or governing instruments, or, to CWC's knowledge, any applicable Laws, (ii) conflict with, or result in a breach of any of the terms of, or result in the acceleration of any indebtedness or obligations under, any agreement, obligation or instrument by which CWC is bound or to which any property of CWC is subject, or constitute a default thereunder or (iii) conflict with, or result in or constitute a default under or breach or violation of or grounds for termination of any Licenses and Permits or other Governmental Approval to which CWC is a party or by which CWC may be bound, or result in the violation by CWC of any Laws to which CWC or any assets of CWC may be subject, except for any such conflict, violation, breach, default or acceleration which would not have a material adverse effect on the ability of CWC to fulfill its obligations under this Agreement or materially and adversely affect the consummation of the transactions contemplated herein.

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(b) Technical Knowledge. CWC has at the time of execution of this Agreement, or will have secured in a manner necessary to timely perform under this Agreement, adequate capacity, technical knowledge and employees to fulfill its obligations under this Agreement.

(c) Title to Assets. CWC has at the time of execution of this Agreement, or will have secured in a manner necessary to timely perform under this Agreement, sufficient right, title and interest in and to its assets to be able to carry out its obligations under this Agreement. CWC has not granted any liens, security interests and other encumbrances against its assets, and such assets have or will have as of the Completion Date and during the Term sufficient capacity for CWC to fulfill its obligations under this Agreement.

(d) Licenses and Permits. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and thereby will not result in the revocation, cancellation, suspension, modification, or limitation of any of CWC's Licenses and Permits and will not give to any Person any right to revoke, cancel, suspend, modify, or limit any of CWC's Licenses and Permits. Renewal of each of CWC's Licenses and Permits has been or shall be timely applied for to the extent required under all Laws, and to the extent appropriate to protect renewal rights thereunder. To the CWC's knowledge, there is no fact or event which is likely to prevent the renewal of any of CWC's Licenses and Permits under existing Laws or which, with the passage of time or the giving of notice or both, is likely to constitute a violation of the terms of any of CWC's Licenses and Permits or of any applications or agreements made in connection therewith. No action or proceeding is pending or, to the CWC's knowledge threatened, which could result in the revocation, cancellation, suspension, modification, or limitation of any of CWC's Licenses and Permits.

(e) Compliance with Law. CWC is presently in compliance with all applicable Laws with respect to matters relevant to the subject of this Agreement, and to CWC's knowledge no event has occurred which would constitute reasonable grounds for a claim that non-compliance has occurred or is occurring.

(f) Real Estate Interests. CWC has at the time of execution of this Agreement, or will have secured in a manner necessary to timely perform under this Agreement, and will maintain, protect and defend sufficient right, title and interest in all real estate, easements, rights of way and any other interests in real estate to enable CWC to fulfill its obligations, covenants and agreements pursuant to this Agreement.

(g) Pending Litigation. There are no actions, suits, claims, enforcement actions, or proceedings pending against CWC or any Person by reason of CWC being an official or officer of CWC, whether at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality which, if adversely determined, would have a material adverse effect on the business, financial position, or results of operations of CWC; nor is there outstanding any writ, order, decree, or injunction applicable to CWC that (i) calls into question CWC's authority or right to enter into this Agreement and consummate the transactions contemplated hereby, or (ii) would otherwise prevent or delay the transactions contemplated by this Agreement.

4.2 Covenants of CWC. CWC covenants not to impose upon the Town or any Customer in Mansfield any special charge, fee or assessment, including, but not limited to, so-called "wheeling charges," resulting from CWC's use of UConn Infrastructure to serve customers in Mansfield.

SECTION 5. CAPITAL IMPROVEMENTS AND SYSTEM DEVELOPMENT

5.1 Design and Construction by CWC. Except as otherwise specifically provided in this Agreement, all matters relating to the design, engineering, permitting, construction, start-up, inspection and testing of the System Improvements, including but not limited to the hiring of contractors and engineers, shall be the sole responsibility, cost and expense of CWC.

5.2 Design Standards. CWC agrees that all Capital Improvements shall be designed, constructed and tested in compliance with (i) prudent industry practices, (ii) the environmental mitigation measures and best construction management practices outlined in the ROD, (iii) all applicable requirements of Governmental Authorities and Laws, including CTDPH "Guidelines for the Design and Operation of Public Water System Treatment, Works and Sources", and (iv) in accordance with the UConn/CWC Agreement.

5.3 Right of Review and Approval. The Town, its employees, agents, representatives and contractors (which may be selected in the Town's sole discretion) shall have the right, but no 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 design, standards and conditions outlined in the ROD, provided that any such Town review and approval shall not be unreasonably delayed or withheld, and provided further that the Town will timely advise CWC if the Town intends not to undertake such review and/or such approval process.

5.4 Infrastructure Development Costs. CWC shall be solely responsible for all fees, capital costs and expenses related to the performance of the Capital Improvements obligations under the terms of this Agreement except the UCONN Campus Spur without imposing an assessment on the Town or any Customer in Mansfield for the construction of that infrastructure. The Town shall be solely responsible for its own legal and professional costs and expenses related to its opportunity for review of System Improvements under this Section 5.

5.5 Easements and Rights of Way. CWC shall be solely responsible, at its cost and expense, for obtaining and maintaining all easements, rights-of-way or other access and entry authorizations required for CWC to perform its System Improvement obligations under this Agreement. The Town shall grant CWC such easements at no cost as are reasonably necessary for CWC to perform its obligations under this Agreement at locations accessed through land owned by the Town.

5.6 Construction Activities Review and Meetings. The Town shall have the right but no obligation to observe and inspect all construction, start-up, inspection and testing activities related to the System Improvements at any reasonable time to confirm CWC's compliance with

this Agreement. The Parties agree to establish a mutually acceptable schedule no less frequently than monthly for CWC to present progress reports to the Town. CWC shall reasonably address any good faith comments or concerns presented orally by the Town in the course of Town observation periods, inspections, progress report meetings, or in writing from the Town to CWC at any time.

5.7 Coordination with Sewer Construction. The Parties agree to use Reasonable Efforts to coordinate the planning and timing of new water main construction with sewer installation or other Town road work planned for the same area.

SECTION 6. WATER SUPPLY INFRASTRUCTURE OWNERSHIP AND MANAGEMENT

6.1 System Ownership. The Parties agree that title to any Existing Infrastructure and off-campus UConn Infrastructure (as contemplated by the UConn/CWC Agreement) shall be transferred to and accepted by CWC upon either its being fully depreciated by the Town or UConn, as applicable, or upon the date of its replacement by CWC, whichever first occurs. Moreover, the Parties agree that CWC takes immediate title to Capital Improvements.

6.2 License to CWC.

(a) The Town shall provide to CWC on the Completion Date, and prior to the transfer of ownership pursuant to Section 6.1 hereof, an irrevocable license authorizing CWC to use, maintain, repair and replace Town Infrastructure as required to serve Existing Customers and New Customers.

(b) Prior to the Completion Date, and prior to the transfer of ownership pursuant to Section 6.1 hereof, CWC shall obtain an irrevocable license from UConn authorizing CWC to use, maintain, repair and replace University owned infrastructure as required to serve Existing Customers and New Customers.

6.3 Infrastructure Operation and Maintenance. As of the Completion Date and thereafter, CWC shall have responsibility at its sole cost and expense to operate, maintain, repair and replace the System in accordance with Law.

6.4 Property Taxes. CWC shall be solely liable for real property, personal property or any other tax with respect to any portion of the System owned by CWC.

SECTION 7. INSURANCE, INDEMNIFICATION AND DISPUTE RESOLUTION PROCEDURES

7.1 Insurance. CWC shall carry and maintain during the period of time it is using Town Infrastructure pursuant to the irrevocable license provided by the Town pursuant to subsection 6.2(a), at its sole cost and expense, such insurance as CWC and the Town reasonably agree to be

satisfactory to protect both CWC and the Town adequately against any and all loss, damage or liability arising out of or in connection with the transactions contemplated by this Agreement and the operation and maintenance of the System. Such insurance policies shall contain such terms, shall be in such form, shall be with such insurers, and shall be for such periods as may be reasonably satisfactory to CWC and the Town, including the following specific provisions: i) Comprehensive General Liability including Premises and Operations, Contractual Liability, Products and Completed Operations on an occurrence basis with a combined limit of at least \$1,000,000, and, ii) Umbrella Liability with a limit of \$5,000,000 over primary limits for Employer Liability, General Liability and Automobile Liability. A certificate of insurance reflecting the coverage required herein and naming the Town as an additional insured shall be provided to the Town to confirm the coverage, maintenance and extension of insurance required by this Agreement including a thirty (30) day prior notice of cancellation provision.

7.2 Indemnification. CWC shall indemnify, defend and hold the Town, its trustees, officers, employees and agents harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damage of third parties that may arise out of or are in any manner connected with the performance of this Agreement by CWC. CWC's indemnity obligations hereunder shall not be limited by any coverage exclusions or other provisions in any insurance policy maintained by CWC which is intended to respond to such events. This indemnification obligation shall include, but is not limited to, all claims against the Town by an employee or former employee of the CWC or any subcontractor and CWC expressly waives all immunity and limitation on liability under any Industrial Insurance Act, other workers' compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such a claim. The provisions of this Section 7.2 shall survive termination of this Agreement.

7.3 Informal Resolution of Disputes. The Parties agree that if a dispute arises between the Parties relating to the rights, duties, or obligations arising out of this Agreement, then the Parties shall first meet informally in a good faith effort to negotiate a resolution of the dispute. If the Parties do not resolve a dispute in the informal process described herein, then either Party may propose, and the other Party shall agree, to undertake good faith efforts to settle the dispute by the then current non-administered Mediation Rules of the American Arbitration Association. Nothing in this provision of the Agreement shall affect the participation or intervention rights of the Town under Section 9 of this Agreement.

SECTION 8. WATER SUPPLY PERMITTING AND LICENSING

8.1 Regulatory Permits and Approvals

(a) CWC shall be solely responsible, at its sole cost, for securing all Licenses and Permits or other Governmental Approvals, including modifications or renewals thereof, necessary or appropriate to construct or operate infrastructure or equipment to supply and deliver Potable Water or otherwise necessary for CWC to perform its obligations under this Agreement including PURA approval of water rates as set forth in this Agreement.

(b) The Parties agree to cooperate and use Reasonable Efforts to secure Licenses and Permits or other Governmental Approvals, including modifications and renewals thereof, as necessary and appropriate and in conformance with applicable Law. Notwithstanding the foregoing, the Town shall have no responsibility or liability regarding such activities of CWC.

(c) CWC shall be solely responsible for legal, engineering, and consulting and expert witness costs, administrative fees and other expenses arising in connection with CWC efforts to secure the Diversion Permit, Permits and Licenses or Governmental Approvals, including modifications or renewals thereof, and all other state agency proceedings and court proceedings related to the matters that are the subject of this Agreement or CWC's efforts to perform its obligations under this Agreement. The Town shall have no responsibilities or cost obligations in connection with such efforts, proceedings or matters.

SECTION 9. METERS, BILLING, RECORDS AND COMMUNITY COORDINATION

9.1 Water Meters.

(a) CWC shall own, install, maintain, repair, replace and operate Meters serving Customers, at its sole cost and expense.

(b) CWC metering procedures shall conform to the CWC Regulations. Procedures for reading Meters, conducting investigations of Meter accuracy or performance, Meter testing and the resolution of Meter discrepancies shall be those set forth in applicable Law.

9.2 Billing.

(a) CWC billing procedures shall conform to the CWC Regulations, as approved by PURA.

(b) The Customer as defined by CWC Regulations shall mean the Billed Customers as specified by this Agreement.

9.3 Freedom of Information Act Requirements. Although CWC is not subject to the Freedom of Information Act, it will use Reasonable Efforts to assist the Town in complying with its obligations under the Freedom of Information Act, as applicable to information that may be created or maintained under the terms of this Agreement. CWC is not a Public Agency as defined by FOIA, and nothing in this agreement is intended to cause CWC to function as a Public Agency.

9.4 Water System Advisory Committee. CWC shall commit to the establishment of a Water System Advisory Committee ("Advisory Committee") to provide local input and ensure communication and collaboration relating to the water system.

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(a) The Advisory Committee shall be comprised of representatives of the Town, UConn, local health officials, representatives of adjacent towns including Coventry, Tolland and Windham, and other stakeholders as agreed upon by the Parties to this Agreement.

(b) The Advisory Committee shall advise CWC in connection with the supply of Potable Water and the operation, expansion and integration of the CWC System. The Advisory Committee shall provide information regarding plans and regulations of local land use commissions, consistency of proposals with the Plan of Conservation and Development, and future water supply needs that should be considered in the CWC Water Supply Plan.

(c) The Advisory Committee shall also make recommendations of best management practices, including but not limited to water conservation programs, and CWC shall work cooperatively with the Advisory Committee in the implementation thereof.

(d) The Committee shall serve in an advisory role and shall not approve or deny specific projects or otherwise limit CWC's ability to perform their obligations under the Agreement with the Town or the University or to comply with other statutes or regulations.

(e) The Parties shall establish the Advisory Committee with provisions governing membership and identifying the stakeholders to be represented through a Memorandum of Agreement to be completed and executed within one hundred and twenty (120) days from the execution of this Agreement.

9.5 Best Management Practices. In addition to any recommendations of the Advisory Committee, the Parties agree to the following 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 to reduce water use consistent with the CWC Emergency Contingency Plan.

(b) CWC shall support and assist the Town in implementing any zoning, wetland and other similar land use plans to mitigate development pressures in areas identified by the Town and consistent with the ROD, provided that such support and assistance can be harmonized with CWC's obligation under C.G.S. §16-20.

(c) CWC shall support efforts to employ water conservation practices using water flow reducers and aerators, shutoff valves, leak detection systems, water reuse and reclamation and other practices.

(d) In consultation with the Advisory Committee, CWC shall make recommendations in connection with the provision of customer education programs and related financial incentives to encourage water consumption reduction.

9.6 Enforcement of CWC Obligations. CWC shall be responsible to meet with current and future public water supply needs in Mansfield in strict compliance with PURA regulations and at

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the PURA-approved rates as set forth herein. In the event it fails to meet the foregoing requirements, CWC shall be subject to any applicable enforcement actions by a Governmental Authority and the Town may petition PURA pursuant to C.G.S. §1-10a or §16-20. The Parties Agree that in the event PURA finds that CWC failed to provide water supply service which is adequate to serve the public convenience and necessity, PURA may make such orders as may be within its statutory authority including, if consistent with existing Laws, revocation of CWC's franchise to serve Customers in the Town of Mansfield, or any portion thereof.

9.7 Exclusive Service Area. On or after the convening of a water utility coordinating committee pursuant to C.G.S. §§25-32c through 25-32j, CWC would seek and the Town would reasonably support the designation of an Exclusive Service area in the Town to CWC, except for those areas served at that time or more appropriately served by other regulated public water systems. The Town's obligation as set forth in this Section 9.7 is subject to CWC's fulfillment of its obligations pursuant to this Agreement.

9.8 CWC Sale. Any proposed sale or transfer of CWC would be subject to the approval of PURA and any successor thereto shall be obligated to meet or exceed any and all obligations of CWC pursuant to this Agreement. The Town and any Customers shall have the right to participate in any such PURA proceeding, including seeking intervener status, provision of input and may request any specific terms or conditions of such sale or transfer to protect its interests.

SECTION 10. FORCE MAJEURE EVENT AND SPECIAL NOTICE

10.1 Force Majeure Event. If any Party is prevented from performing any of its obligations hereunder, for reasons beyond its reasonable control, including, but not limited to, the shortage (whether actual or threatened) of, or the failure of common carriers, suppliers or subcontractors to deliver, necessary raw materials or supplies; embargoes, epidemics, quarantines; unusually severe weather conditions; fires, explosions, floods or other acts of God or the elements; water main breaks; acts of terrorism, war (declared or undeclared) or of a public enemy or other acts of hostility; civil disturbances, insurrections, riots or labor unrest; the threat or actual existence of a condition that may affect the integrity of the supply of any service; the necessity of making repairs to or reconditioning or periodic flushing or cleaning wells, pipelines, transmission lines and other equipment; or the legal requirement or order of any Governmental Authority; provided, however, that any Party subject to the legal requirement or order of any Governmental Authority shall use Reasonable Efforts to defend and take all appeals in opposition to such actions (each of the foregoing, a "Force Majeure Event"), such non-performing party shall not be liable for breach of this Agreement with respect to such non-performance to the extent any such non-performance is due to a Force Majeure Event. Such non-performing party shall exercise all Reasonable Efforts to eliminate the Force Majeure Event and to resume performance of its obligations as soon as practicable.

10.2 Special Notice. Upon the occurrence of a Force Majeure Event, the Party prevented from performing its obligations hereunder shall contact the other Party by telephone as soon as practicable with information available at that time so that the Parties may identify timely and mutually acceptable measures that may be taken to mitigate the effects of the Force Majeure

Event. For purposes of this section, the Parties will provide telephone contact information to each other and ensure that such information is kept current and maintained in the documentation referenced in Section 9.7 hereof. Any further notices of a less time-sensitive nature shall be delivered as provided by Section 14.1 hereof.

SECTION 11. GENERAL PROVISIONS

11.1 Notice. Except as provided in Section 10.2, any notice, report, demand, waiver, consent or other communication given by a Party under this Agreement (each a "notice") shall be in writing, may be given by a Party or its legal counsel, and shall deemed to be duly given: (i) when personally delivered, or (ii) upon delivery by United States Express Mail or similar overnight courier service which provides evidence of delivery, or (iii) when five days have elapsed after its transmittal by registered or certified mail, postage prepaid, return receipt requested, addressed to the Party to whom directed at that Party's address as it appears below or another address of which that Party has given notice, or (iv) when delivered by facsimile transmission if a copy thereof is also delivered in person or by overnight courier within two days of such facsimile transmission. Notices of address change shall be effective only upon compliance with the provisions of the foregoing sentence.

Notice to the Town shall be sufficient if given to:

Town Clerk
Town of Mansfield
4 South Eagleville Road
Mansfield, CT 06268

with a copy to:

Town Manager
Town of Mansfield
4 South Eagleville Road
Mansfield, CT 06268

Notice to CWC shall be sufficient if given to:

President and CEO
Connecticut Water Company
93 West Main Street
Clinton, CT 06413

The Parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other Party hereto.

11.2 Entire Agreement. This Agreement, including the schedules and exhibits hereto, constitutes the entire agreement between the Parties pertaining to its subject matter, and it supersedes any and all written or oral agreements previously existing between the Parties with respect to such subject matter.

11.3 Amendment and Modification. No amendment or modification of any provision of this Agreement shall be valid unless the same shall be in writing and signed by both Parties.

11.4 Waiver. Any Party's failure to insist on strict performance of any provision of this Agreement shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve any other Party from performing any subsequent obligation strictly in accordance with the terms of this Agreement. No waiver shall be effective unless it is in writing and signed by the Party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

11.5 Governing Law. This Agreement and matters arising out of or related to this Agreement (including tort claims) shall be construed in accordance with and governed by the laws of the State of Connecticut without giving effect to the conflict of laws principles thereof.

11.6 Severability. If any term or provision of this Agreement shall be held to be invalid or unenforceable for any reason, such term or provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remaining terms and provisions hereof, and this Agreement shall be construed as if such invalid or unenforceable term or provisions had not been contained herein.

11.7 Relationship between the Parties. Neither of the Parties and none of the agents, employees, representatives, or independent contractors of either Party shall (i) be considered an agent, employee or representative of the other Party for any purpose whatsoever; (ii) have any authority to make any agreement or commitment for the other Party or to incur any liability or obligation in the other Party's name or on its behalf; or (iii) represent to any other Person that it has any right so to bind the other Party hereto. Nothing contained in this Agreement shall be construed or interpreted as creating an agency, partnership, or joint venture relationship between the Parties.

11.8 Parties in Interest. Except as specifically contemplated hereby, nothing in this Agreement is intended to confer any benefits, rights or remedies on any Persons other than the Parties. This Agreement shall not be construed to relieve or discharge any obligations or liabilities of third persons, nor shall it be construed to give third persons any right of subrogation or action over or against any Party. Nothing in this Agreement creates an obligation or liability of the Town to supply or deliver water to third parties.

11.9 Assignment, Successors and Assigns. This Agreement may not be assigned by CWC without the prior written consent of the Town. This Agreement shall not inure to the benefit of any CWC successor without the prior written consent of the Town.

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11.10 Interpretation. For purposes of interpretation of this Agreement, the Parties agree that neither party shall be deemed to have been the drafter of the Agreement. The Parties further acknowledge that this Agreement has been arrived at through negotiation, and that each Party has been represented by legal counsel and has had a full and fair opportunity to revise the terms of this Agreement.

11.11 Miscellaneous. The Section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret, or construe the intentions of the Parties. This Agreement may be executed in two or more counterparts and all such counterparts shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic mail attachment shall be as effective as delivery of a manually signed counterpart of this Agreement. The term "including" is by way of example and not limitation.

IN WITNESS of the foregoing, the Parties have executed this Agreement by their duly authorized officers as of the date first set forth above.

TOWN OF MANSFIELD, CONNECTICUT

By: _____
Name:
Title:
CONNECTICUT WATER COMPANY

By: _____
Name:
Title:

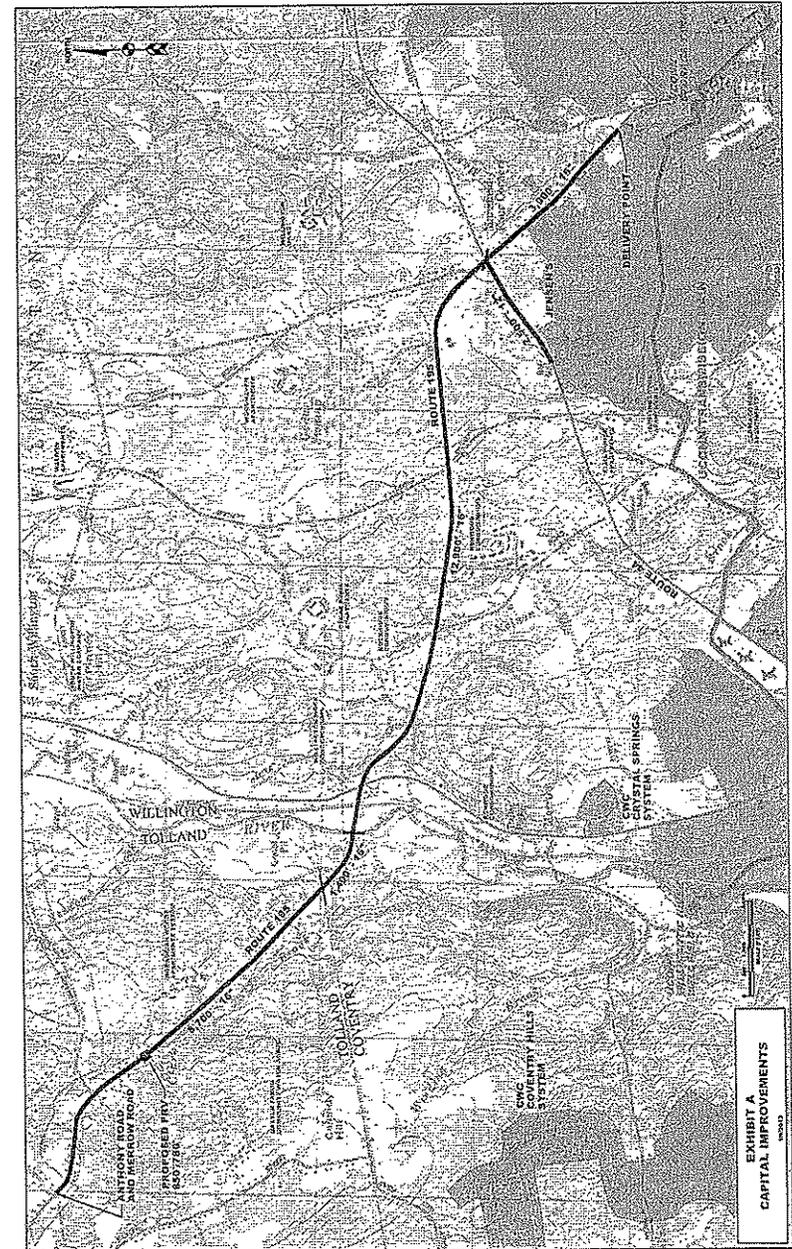


EXHIBIT B

CWC EMERGENCY CONTINGENCY PLAN
WESTERN SYSTEM

The complete CWC Emergency Contingency Plan is part of the Company's approved Water Supply Plan for the entire Northeast Region. The Company would coordinate with UConn on any required actions under their Emergency Contingency Plan.

The attached document provides the relevant section of the CWC plan that details the *Stages of Emergency Contingency Plan – Western System* that could potentially impact operations in Mansfield.

E. Stages of Emergency Contingency Plan – Western System

For systems with multiple groundwater and surface supplies, along with numerous storage facilities, it is not practical to have a single specific trigger level for the various stages of water supply emergencies. CWC has chosen a two-fold approach to deal with these emergencies. The use of predicted days of available supply remaining is useful in dealing with drought conditions, while combined available storage remaining in the distribution system is more appropriate for dealing with treatment, transmission or distribution limitations or emergencies.

The Company's determination of the number of days of supply remaining is calculated as follows:

- 1.) The Daily Projected Water Usage is the expected daily water production for the system for the particular time of year for which the calculation is being performed. This expected production is based on the historical usage over the prior three years for this time of year, adjusted for known significant changes.
- 2.) The Daily Projected Production from groundwater sources of supply is based on current production trends as adjusted for actual production achieved from groundwater sources during historic dry years.
- 3.) The Daily Projected Production from surface water sources of supply is defined as the base inflow into reservoirs determined during historical dry periods. We assume that there is no additional input from precipitation occurring over the time period for which the calculation is being performed.
- 4.) A Daily Production Adjustment, if appropriate, is calculated based on known changes for the current year to the historical production quantities for surface and groundwater supplies. For example, if a water system has a new well of 0.4 mgd available but has had to decrease well production by 1.0 mgd from other wells due to decreases in groundwater levels, the Production Adjustment would be -0.6 mgd (+0.4 mgd - 1.0 mgd).
- 5.) The Net Daily Projected Production (from all sources) is calculated by summing the Daily Projected production from groundwater sources, the Daily Projected Production from surface water storage, plus the Daily Production Adjustment (if appropriate). If this value is greater than the Daily Projected Water Usage, the system has greater production capability than is currently being used, and there is no projected emergency situation. If this value is less than the Daily Projected Water Usage, the difference must be provided from surface water storage as shown in (6), below.
- 6.) The Net Daily Draw to Surface Water Storage is calculated by subtracting the Net Daily Projected Production (from all sources) from the Daily Projected Water Usage, as shown in the formula, below:

$$\begin{array}{r} \text{Net Daily Draw} \\ \text{to Surface Water} \\ \text{Storage} \end{array} = \begin{array}{r} \text{Daily Projected} \\ \text{Water Use} \end{array} - \begin{array}{r} \text{Net Daily} \\ \text{Projected} \\ \text{Production} \end{array}$$

- 7.) The Number of Days of Supply Remaining is calculated by dividing the current available surface water storage volume in mg by the Net Daily Draw to Surface Water Storage in mgd. This calculation is summarized below:

$$\begin{array}{r} \text{Number of Days of} \\ \text{Supply Remaining} \end{array} = \frac{\text{Available Surface Water Storage}}{\text{Net Daily Draw to Surface} \\ \text{Water Storage}}$$

Stage I – Drought Advisory**Trigger Point:**

If cumulative system wide storage, or major hydraulic zone thereof, fails to recover to 60% of capacity (14 MG remaining in storage for total Western system) for 3 consecutive days, or supply reserves fall below 150 days of available supply.

Response Actions:

Maximize use of all CWC sources and the Old County Road, Windsor Locks interconnection with MDC.

Prepare to activate the other three interconnections, Route 5 South Windsor with MDC, Bradley Airport with MDC, and Elm Street Enfield with Hazardville.

Internal notification and preparation.

Contact local and state agencies, including the DPH, concerning the initiation of a Drought Advisory.

Investigate any deviation from normal use registered on production meters.

Develop media messages for bill inserts or direct mailing to distribute to customers summarizing the situation. Customers will be cautioned to avoid wasting water and advised on sprinkling wisely.

Voluntary conservation will be promoted in residential, commercial and industrial facilities to reduce demand by 10 percent from previous non-drought projected usage for the appropriate month.

System Operator is to prepare monthly reports to advise and update state and local agencies of the water supply availability and demand situation.

Review water supply emergency contingency plan and update if necessary.

Stage II – Drought Watch**Trigger Point:**

If cumulative system wide storage, or major hydraulic zone thereof, fails to recover to 50% of capacity (11.5 MG remaining in storage for total Western system) for 3 consecutive days, or supply reserves fall below 120 days of available supply.

Response Actions:

Activate and maximize use of all four interconnections, if available.

Contact local and state agencies, including the DPH, concerning the initiation of a Drought Watch.

Internal measures will be implemented to maximize use of existing supplies and to schedule emergency equipment.

All supplementary water sources will be re-evaluated for short-term activation. This would include all "active" sources not currently in full use, as well as emergency sources of supply.

Bimonthly water supply status reports will be prepared by System Operator for evaluation and for distribution to state and local officials.

The media will be contacted to promote voluntary conservation in residential, commercial and industrial facilities to reduce demand by 15 percent from previous non-drought projected usage for the appropriate month. Mailings will be prepared for distribution to customers appealing for stringent voluntary conservation measures. Preparation for mandatory conservation, including necessary enforcement mechanisms, will be initiated.

Evaluation of potential funding needs for actions required under a Drought Watch, Warning or Emergency, will be performed by the Company to ensure the availability of adequate funding through budgets or emergency measures.

Stage III – Drought Warning**Trigger Point:**

If cumulative system wide storage, or major hydraulic zone thereof, fails to recover to 35% of capacity (8 MG remaining in storage for total Western system) for 3 consecutive days, or supply reserves fall below 60 days of available supply.

Response Actions:

Maximize use of the interconnections.

Investigate and set up temporary interconnection between the Western system with Agawam, MA along Rte. 159 in Suffield, with the Crescent Lake system to take additional water from East Longmeadow, MA, and with Manchester in the Talcottville area of Vernon.

Contact local and state agencies, including the DPH, concerning initiation of the drought warning plan. This is the first phase of mandatory conservation. At this level, the Company will ban all unnecessary water usage. No outside hose usage will be allowed, nor are in-ground sprinkler systems to be used. A 20 percent reduction in usage from previous non-drought projections for the appropriate month will be targeted.

The media and all customers will be notified on the implementation of the first phase of mandatory conservation.

Local police will be asked to help enforce water use restrictions.

Weekly water supply status reports will be prepared by System Operator for evaluation and for distribution to state and local officials.

A plan will be formulated in concert with state and local officials for strict rationing of water if a drought emergency should be reached. The needs of high priority customers, homes, commerce and fire protection will be established and prioritized. Plans will be made for emergency service of drinking and cooking water by tanker to any areas where normal water service must be terminated.

All possible supplementary water sources will be prepared for use. Coordination with local officials concerning alternative facilities for obtaining water will be initiated, as required.

Re-evaluation of priority among users will be initiated and revised if necessary

Stage IV - Drought Emergency

Trigger Point:

If cumulative system wide storage, or major hydraulic zone thereof, fails to recover to 20% of capacity (5 MG remaining in storage for total Western system) for 3 consecutive days, or supply reserves fall below 14 days of available supply.

Response Actions:

Maximize use of the interconnections.

Continue use of the temporary interconnection with Crescent Lake system.

The remaining available water in the standpipe will be valved off from the system and be available for rationing or fire emergency. A temporary connection with a check valve allowing flow into the tank from the system will be installed to allow the tank to recover when water is available.

The pre-arranged drought hazard rationing plan described above in Phase II, will be initiated in cooperation with appropriate local and state officials, including the DPH. The details of the rationing program will depend upon the nature of the individual emergency but will provide for the bare essentials of life sustenance for as long as possible. The plan will consider needs of high priority customers, homes, commerce and fire protection. Non essential commercial and industrial use would be cut off in accordance with the established priorities. It may be necessary to set a storage minimum to be held for extinguishing fires, the amount needed depending upon the nature of the emergency and structures in the service area. Provision for emergency services for bathing will be coordinated with local officials, and arrangements will be instituted for emergency service of drinking and cooking water by tanker to any areas where normal water service must be cut off. Mandatory rationing of water will be strictly enforced.

It is important to have this type of civil defense response to natural disaster in place in each community to cover all types of emergencies that may result from wind storm, flood, fire, earthquake or large scale accident such as severe contamination of air, land or water by dangerous chemicals. A tank truck spill, or a rupture or leak of an in-ground gasoline, oil or chemical storage tank could suddenly incapacitate a reservoir or a groundwater aquifer, despite the best planning to forestall such an occurrence. The object of planning allowable uses of well and reservoir watersheds is to reduce the likelihood of such an event.

Recovery from Emergency Conditions - As recovery from the emergency conditions is achieved, the level of emergency measures will descend as the appropriate trigger levels are met in the reverse order.

EXHIBIT C
CWC WATER MAIN EXTENSION AGREEMENT

B.U. _____

Customers Refundable
Partial Advance Payment Agreement

1.) Parties to the Agreement: The following are able and willing to agree:

Company: The Connecticut Water Co., 93 West Main St., Clinton, CT 06413

Applicant: _____

2.) Life of the Agreement: This Agreement shall continue in effect for the useful life of the utility plant installed hereunder, except that the provisions of Sections 8 and 9 will terminate 10 years from the date of execution hereof.

3.) Subject of Agreement: The Company shall acquire, install and provide with water the following described utility plant within a reasonable time after the execution of this Agreement:

Place of installation: Town: _____
Street: _____

Description of plant to be installed:

Mains: Diameter, type and length: _____

Service Connections: Diameter, type and number: _____

Other Plant: _____

4.) Consideration for Agreement: In lieu of a full cash advance of the estimated cost of CWC installing the plant and equipment that is necessary to provide water service in response to a request for such service by the Applicant, the Applicant shall provide CWC in accordance with CWC specifications and the regulations and the Department of Public Utility Control ("DPUC") and the Department of Public Health regarding design, materials and installation, the complete installation of _____ feet of _____ inch in diameter ductile iron pipe in _____, and additional facilities, if applicable, as set forth in Appendix n/a to this Agreement, at the agreed to estimated cost of \$_____ to the Applicant.

In additional consideration of this contract, the Applicant shall obtain a waiver and release of all liens or rights of lien that the contractors or subcontractors and material men may have or thereafter have under the laws of Connecticut for services rendered, work performed or materials furnished on the land and buildings of the Applicant or on which the work is performed in favor of the Company and the Applicant, from each contractor, subcontractor or material men hired by the Applicant or from whom the materials are obtained who is associated with the installation and construction of the main extension and, if applicable, additional facilities that are required by the Company in order to provide water service, as listed in Appendix n/a to this Agreement. The Applicant shall provide the Company with an original of the Waiver(s) no more than thirty days after the facilities are put into service. A Waiver and Release of Liens in the form of the Connecticut Title Association Form 1 if the property in which the plant and equipment will be located is not in the public right of way and title insurance is required by another entity; or a Waiver and Release of Liens Form that would otherwise be acceptable to a Connecticut title insurance company if such insurance were obtained, naming the Company as beneficiary, will be sufficient.

The Applicant shall also make a cash advance in the amount of \$_____ to cover the following Company costs:

Engineering and administrative costs	\$ _____
Inspection and or installation supervision costs	\$ _____
Materials and or equipment costs	\$ _____
Standard service connection fees	\$ _____
Other	\$ _____
Describe: _____	

Upon completion of the installation and determination, by the Company, of the actual Company costs the Applicant shall be responsible for payment of the total actual cost, less any prior payments, within 30 days after billing for such costs. Any amounts paid in excess of the actual cost will be refunded to the Applicant within 30 days after actual cost determination.

Both parties agree that this installation, upon satisfactory completion and acceptance by the Company, the submission to CWC of a properly executed Waiver and Release of Liens Form and, where applicable, the completed execution of an easement granting CWC access to any plant and equipment installed by the Applicant outside the public right of way shall become property of CWC in accordance with Section 10 of this Agreement. This installation will have a total value to CWC and cost to the Applicant of the previously identified estimated cost of construction plus the total actual Company costs. This total value shall be considered the total Advance paid by the Applicant and shall be used so by CWC in it's determinations under Section 8 and 9 of this Agreement.

Additional costs to be borne by the Applicant at no cost or value to the Company include all excavation and backfill required for service installations, and rock or unsuitable excavation costs.

The Applicant shall provide an easement in accordance with the Company's standard format for all/any Company owned facilities on private property.

Costs shall be determined in accordance with the general accounting practices of the Company.

Meter horn costs included in this contract are as follows:

<u>Size</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Amount</u>
-------------	-----------------	------------------	---------------

Special cost factors: _____

- 5.) Agreement as to Roadway: Applicant agrees to have all roadway graded to within 12 inches of finished grade and to have grade and line to street clearly marked prior to pipe installation. Roadways will be suitable for the passage of heavy vehicles and for stringing pipe where practicable.

If at any time prior to acceptance by the Town of the street in which the pipe shall be laid, grades of the roadway are changed, the Applicant shall reimburse the Company the full cost of any adjustments in elevation of the pipe or other plant which may be necessary because of such changes.

- 6.) Limited Service: If any property to be supplied by a main extension to be installed pursuant to this Agreement is at such an elevation that, in the opinion of the Company, adequate pressure cannot be furnished at all times, the Applicant may be obligated to execute a Limited Service Agreement to be recorded in the Land Records of the municipality in which such property is situated.
- 7.) Conformance to Company Rules and Regulations: This Agreement shall conform to the Rules and Regulations (including main extension regulations) of the Company now in force and on file with the Department of Public Utility Control of the State of Connecticut, which are made a part hereof.

In addition, curb boxes will be locked until a satisfactory inspection of the service line is completed from curb to home and a meter horn is located in the home.

- 8.) Company Agreement as to Refunds: A refund of \$_____ will be made by the Company to the Applicant for each new metered service connected to the main extension installed pursuant to this Agreement within 10 years from the date of execution of this Agreement. The combined refunds will not exceed the amount of the total advance payments made by the Applicant.

Refunds will be determined yearly on the anniversary date of this Agreement based on the formula approved by the DPUC. No refund shall be payable to the Applicant pursuant to this Section 8 for any new metered service connection for which a customer makes an equitable advance pursuant to the requirements of Section 9 hereof.

- 9.) Service to Parties other than the Original Applicant: For a period of 10 years from the date of execution of this Agreement, the Company will require any new customer seeking metered service through a service connection to the original main extension installed pursuant to this Agreement to advance his equitable share of the cost of such original main extension to the Company. That amount shall be reimbursed to the original Applicant who has advanced the cost of such original main extension. If there is more than one original applicant, said reimbursement shall be distributed equitably among said applicants.
- 10.) Ownership of Plant Installed: The main extension and related service connections and other plant installed pursuant to this Agreement, exclusive of the curb box, shall be the property of the Company. The curb box shall be the property of the Applicant and he shall be liable for its maintenance, its proper grade, and any legal or other actions stemming from or related to the curb box.
- 11.) Obligations of Parties: This Agreement shall bind and inure to the heirs, executors and administrators, successors and assigns of the parties hereto, but neither the sale nor transfer of his property by the Applicant, nor any other assignment hereunder shall relieve the Applicant of his obligation under this Agreement, unless the written consent of the Company is first obtained.

The Applicant agrees to pay fire protection charges for company facilities on private property at public fire rates until such time as the Town and/or Association agrees to pay them.

Any address or name changes made by the Applicant must be furnished to the Company in writing. The Company's inability to deliver refunds (per Paragraphs 8 and 9 of this Agreement) to the Applicant because of a changed address shall postpone all future refunds until an address change is received from the Applicant. Furthermore, no refunds will be issued or reissued after 10 years from the date of execution of this agreement.

- 12.) Special Conditions: Applicant agrees to allow The Company or it's agents access to any portion of this water main extension for purposes of maintenance, repair, expansion, extension, etc. until such time as the Town accepts the roads in which the water main is installed. If the Town does not accept the roadway within five years of the execution of this Agreement, the applicant, at their expense, will provide an appropriate easement for all Company owned facilities installed under this Agreement.

RULES AND REGULATIONS

OF

THE CONNECTICUT WATER COMPANY

RULES AND REGULATIONS OF THE CONNECTICUT WATER COMPANY

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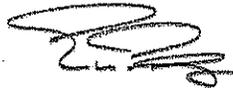
Dear Customer:

Providing high quality water and service to all of 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,



President & CEO

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 are 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 and METER EQUIPMENT

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 and any meter reading equipment, 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. The location of such remote meter reading devices shall be determined by the Company, with any outside meter reading touch pad located a minimum of 36" from the ground and in a location that is safe and accessible for the meter reader. 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.
- i) 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.
- j) Submetering shall be permitted only with the approval of the Company and the Department of Public Utility Control.
- k) If a service cannot be shut down for periodic testing and removal of the meter, a second meter will be required.
- l) 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.
- m) 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.

- n) 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.
- o) 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.
- p) 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.
- q) 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 of 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.

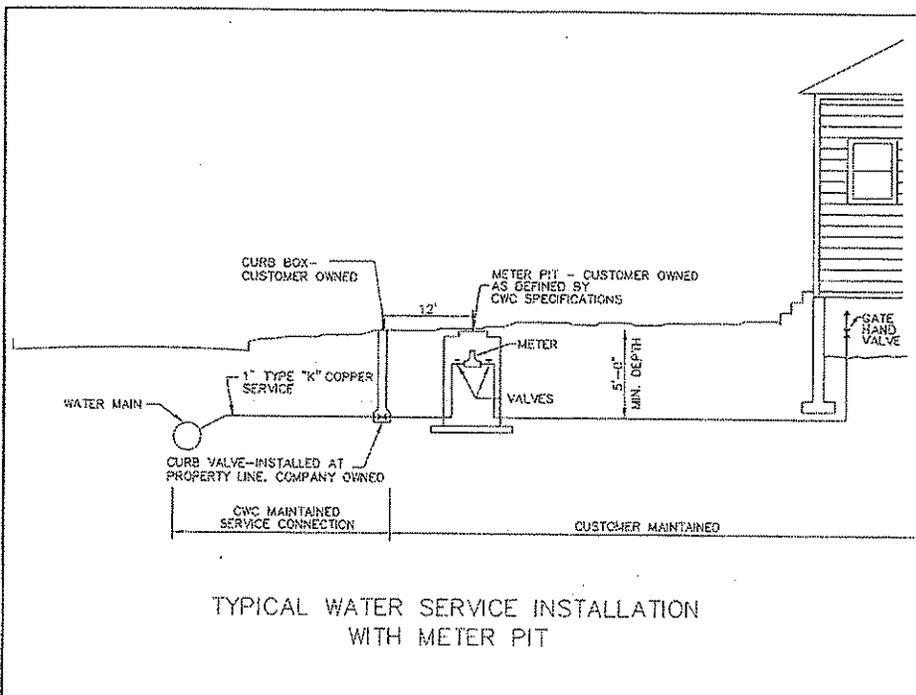
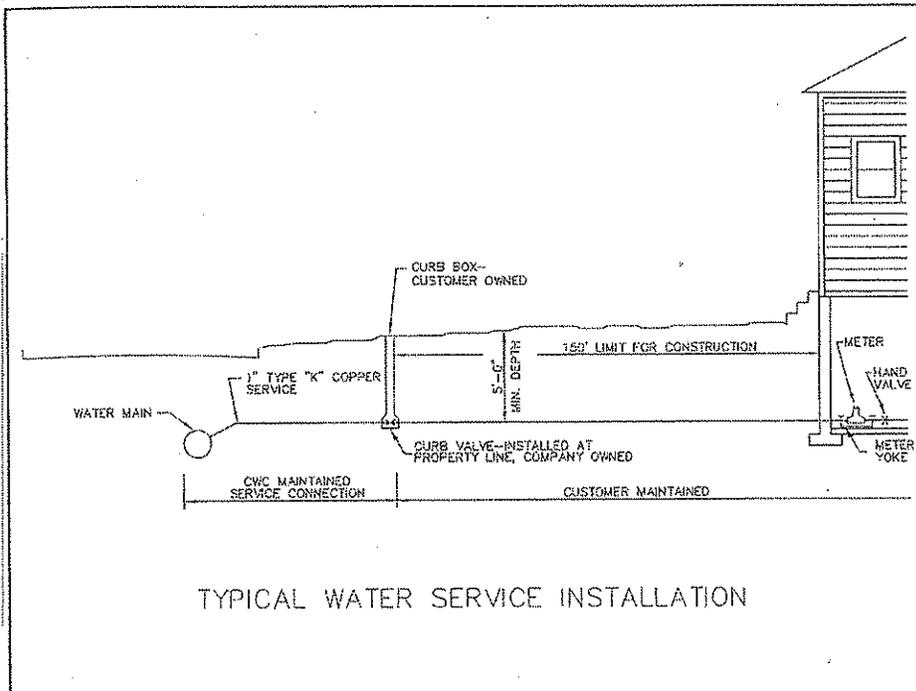
XI. COMPANY RESPONSIBILITIES

- 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.

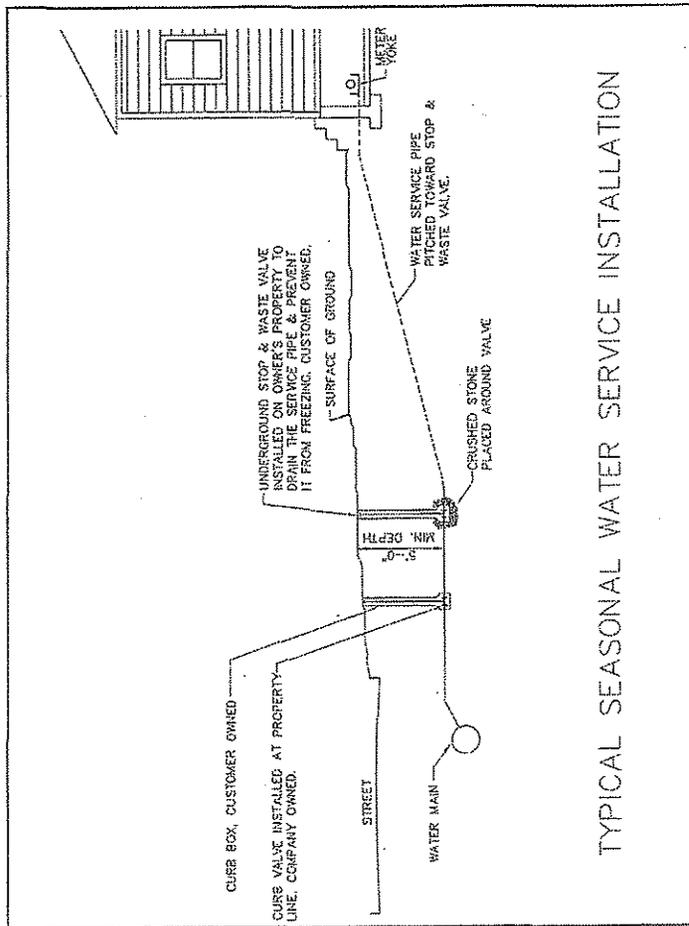
XII. NOTES

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

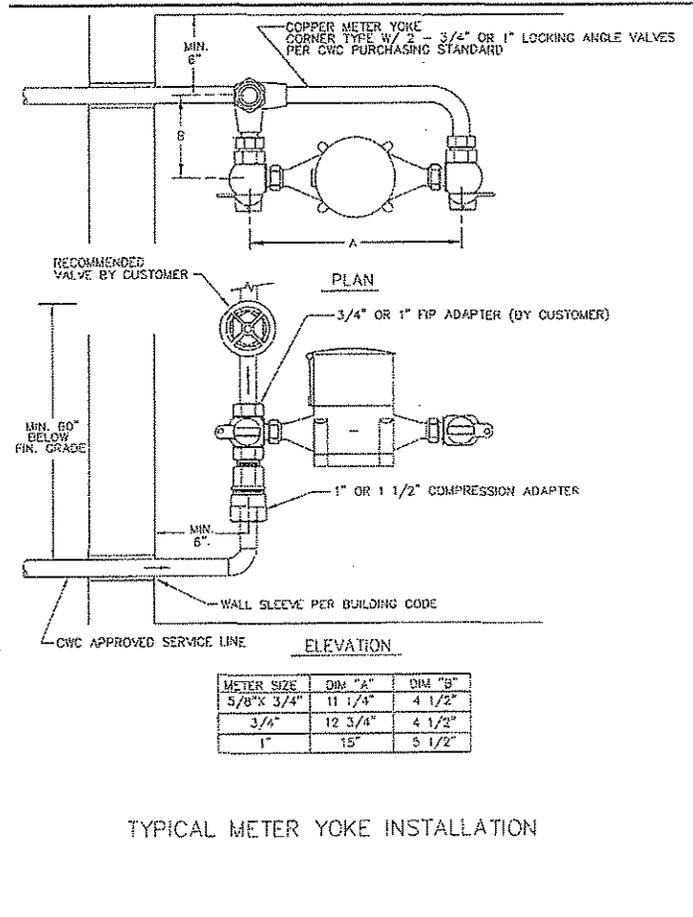


APPENDIX C



TYPICAL SEASONAL WATER SERVICE INSTALLATION

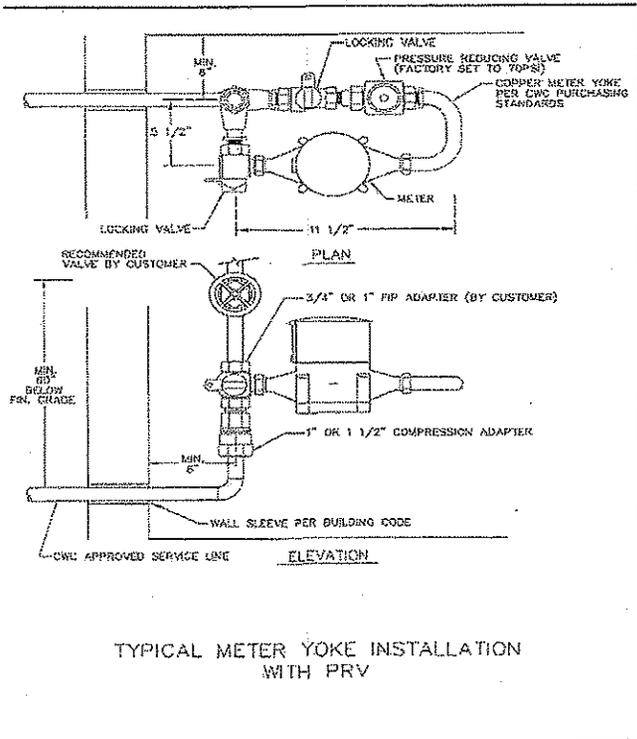
APPENDIX D



METER SIZE	DIM "A"	DIM "B"
5/8" X 3/4"	11 1/4"	4 1/2"
3/4"	12 3/4"	4 1/2"
1"	15"	5 1/2"

TYPICAL METER YOKE INSTALLATION

APPENDIX E



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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 of 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 Curb Valve (may be part of a meter ham assembly). Controls the flow of all water coming into the premises. Valve and meter both 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 Service Meter Reading Kiosk. Permits us to obtain meter readings without entering the premises. Company owned.

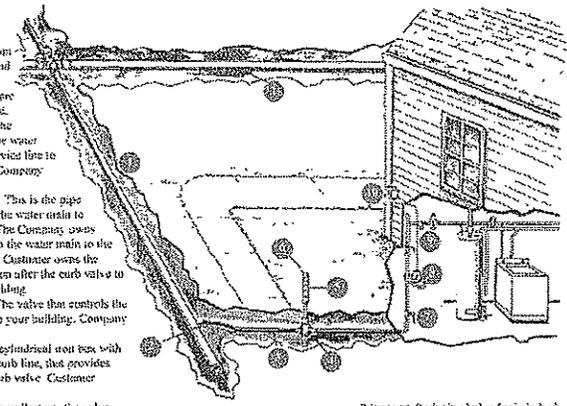


EXHIBIT E
SUMMARY OF PRINCIPAL LAWS APPLICABLE TO THIS AGREEMENT

REGULATORY OVERSIGHT

CVC 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 CGS § 16-19	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 CGS § 16-32c	Requires notice to customers in advance of any general rate increase; opportunity to provide comments on the request
Water meters may be required CGS § Sec. 16-260	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 CGS § 16-262w PA 13-78	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 CGS § 16-262c, 16-262d Regs. CT State Agencies § 16-3-100.	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 CGS § 16-262e	Specific protections for tenants and limitations on termination of service. where landlord pays for water service
Action for receivership CGS § 16-262f	Special provisions for collection of rents in multi-family situations
Service Quality & Obligation to Serve	
Inadequate service or unreasonable rates; petition to the authority CGS. § 16-20	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 CGS. § 16-10a	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. CGS. § § 16-262n	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.

Department of Public Health Rules and Regulations	
CGS. § 25-32e	Imposition of civil penalties for violations of certain drinking water laws and regulations.
CGS. § 25-34.	Investigation of water or ice supply.
CGS. § 25-40	Analysis of water. Schedule of fees, when applicable.
CGS. § 25-51	Injunction against injury to water supply or source.
CGS. § 19a-38	Fluoridation of public water supplies.
CGS. § 19a-37a	Regulations establishing standards to prevent contamination of public water supplies. Civil penalties.
Conn. Agencies Regs. § -19-13-B102	Standards for quality of public drinking water
Conn. Agencies Regs. § -19-13-B80.	Chemical substances in public water supplies.
Conn. Agencies Regs. § 25-32e-1.	Civil penalties for violation of certain drinking water laws.
CGS. § 25-32d.	Water supply plans.
CGS. § 25-42.	Power to take lands and streams.
CGS. § 25-33 et seq	Water company reporting and record retention requirements. Plan required for construction or expansion of a water supply system or a proposed new source of water supply.
CGS. § 25-32b.	Public drinking water supply emergency.
Conn. Agencies Regs. § 25-33h-1	Coordinated water system plans.
Conn. Agencies Regs. § 25-32d-1a et seq	Source water protection measures.

EXHIBIT F
RATES AND CHARGES OF UCONN AS OF EFFECTIVE DATE OF AGREEMENT

University of Connecticut
Water Rate Schedule
Effective as of Sept. 13, 2011

WATER CHARGES

Connection Charge	\$0
Domestic Water Use Metered Charge	\$3.05 per 100 cubic feet \$4.078 per 1000 gallons
Domestic Water Meter Fee	\$100 per year
Domestic Water Use Flat Rate ¹	\$340 per year

FIRE PROTECTION FLAT RATE:

Private Fire Charges

Connection Size	Annual Charge	Quarterly Charge
1"	\$ 16.10	\$ 6.2267
2"	\$ 84.36	\$ 23.2939
3"	\$ 239.46	\$ 62.0682
4"	\$ 506.97	\$ 128.9455
6"	\$1467.06	\$ 368.9671
8"	\$3123.01	\$ 782.9555
10"	\$5613.90	\$1405.6794
12"	\$9066.19	\$2268.7520

Public Fire Charges

	Quarterly Charge	Monthly Charge
Per Hydrant	\$60.00	\$20.00

¹ Domestic water use flat rate is reserved only for connections that do not have a water meter or a written agreement with Supplier. The Water Supply Rules and Regulations require that all connections have a water meter.

Miscellaneous Fees and Charges

Bulk water account activations	\$50
Bulk water commodity charge	Metered rate = \$3.05 per 100 cubic feet \$4.078 per 1000 gallons
Unauthorized hydrant use	\$200
Unauthorized water use	\$300
Curb box repairs – equipment required	\$300
Curb box repairs – hand dug	\$100
Cross connection notice fee	\$40

Special Charges

Service turn off (normal hours)	\$40
Service turn off (after hours)	\$60
Service turn on (normal hours)	\$40
Service turn on (after hours)	\$60
Service turn on- large meter < 2" (normal hours)	\$40
Service turn on- large meter < 2" (normal hours)	\$60
Service turn on at curb (normal hours)	\$40
Service turn on (after hours)	\$60
Service turn on – seasonal activation	\$20
Frozen meter charge	\$50
Frozen meter charge (after hours)	\$75

Collection Fees

Returned check fee	\$30
Late payment fee	1.5% per month ²

² The interest charges are applied at the time of billing and are applied to past due amounts only. Monthly customers would have a one-month interest charge applied at the time of billing and quarterly customers would have a three-month interest charge applied at the time of billing (3 times the monthly interest rate).

Exhibit G

TOWN INFRASTRUCTURE

Town infrastructure shall mean the Town owed water distribution infrastructure as of the effective date of the Agreement including:

1. Water lines installed in 1979 to connect to the Senior Center and Senior Housing area on Maple Road:
 - a. Approximately 2242 feet of 6 inch ductile iron water main running along the south side of South Eagleville Road (CT Route 275) from the meter pit installation near Separatist Road to the intersection of Westwood Road and South Eagleville Road, including valves and other appurtenances.

2. Water lines installed in 2013 for the Storrs Center development:
 - a. Approximately 536 feet of 12 inch ductile iron water main running in the Town's road (Royce Circle) from the intersection of Bolton Road Extension and Royce Circle south and east to a point in Royce Circle near the entrance to the parking garage at 33 Royce Circle, including hydrants, valves and other appurtenances.
 - b. Approximately 1120 feet of 12 inch ductile iron water main running in the Town's road (Wilbur Cross Way) from the intersection of Royce Circle and Wilbur Cross Way south to a water main owned by UConn in Charles Smith Way, including hydrants, valves and other appurtenances.

EXHIBIT H
UCONN/CWC AGREEMENT

WATER SUPPLY AND DEVELOPMENT AGREEMENT

THIS AGREEMENT, is made and entered into as of the 18th day of December, 2013, by and between THE UNIVERSITY OF CONNECTICUT, a non-profit state institution of higher education, organized under the laws of the State of Connecticut, with principal administrative offices at Storrs, Connecticut, ("UConn") and CONNECTICUT WATER COMPANY, a Connecticut corporation having its principal offices at Clinton, Connecticut ("CWC").

RECITALS

WHEREAS, UConn operates and maintains a system of registered water diversions at its facilities in Storrs, Connecticut; and,

WHEREAS, UConn desires to secure a supplemental supply of potable water to address future increases in water demand at its facilities in Storrs, Connecticut; and,

WHEREAS, pursuant to the Connecticut Environmental Policy Act, C.G.S. §§ 22a-1 *et seq.*, and regulations promulgated thereunder (collectively "CEPA"), UConn has completed an environmental impact evaluation and record of decision for potential sources of water supply, and selected CWC as the proposed water supplier as detailed therein; and,

WHEREAS, the Connecticut Office of Policy and Management has reviewed the referenced environmental impact evaluation, record of decision and related documentation, and determined that UConn has satisfied the requirements of CEPA; and,

WHEREAS, CWC is a public service company subject to the jurisdiction of the Public Utilities Regulatory Authority with public water supply infrastructure extending into Tolland, Connecticut; and,

WHEREAS, CWC upon the receipt of required approvals from Governmental Authorities and construction of the proposed infrastructure, shall be ready, willing and able to provide UConn with the water supply service specified in this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing and of the mutual covenants, promises, obligations and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, UConn and CWC (hereinafter, collectively "Parties" and individually a "Party") hereby agree as follows:

SECTION 1. DEFINITIONS AND ADOPTION

1.1 Definitions. As used in this Agreement, the following terms have the respective meanings set forth below:

"Basic Service Charge" shall mean the PURA-approved monthly charge to be paid by a CWC water customer based on the meter size of the customer service connection and the applicable schedule of approved rates for CWC Year Round customers, or a successor charge established by PURA to replace the use of the Basic Service Charge.

"Billed Customers" shall mean those persons, associations, partnerships or corporations of record as having a legal obligation to pay for Potable Water supply service as the owners of real property receiving water or tenants thereof having an obligation to pay for water pursuant to an agreement with the real property owner.

"Campus Connection Spur" shall mean the pipeline, valves and related appurtenances and work to interconnect Meter Pit A to other elements of the UConn System.

"Capital Improvements" shall mean the water supply pipeline, pumping stations, pumping station upgrades, pressure reducing valves and related appurtenances and work to be performed by CWC to interconnect the CWC system at Anthony Road and Merrill Road in Tolland to the UConn system at the Delivery Point and the infrastructure on Middie Turnpike that would serve the Four Corners, identified on the attached Exhibit A and hereby incorporated into this Agreement.

"Connecticut General Statutes" or "C.G.S." shall mean the State of Connecticut General Statutes, Revision of 1958, revised to 2013, and as revised and amended from time to time.

"Completion Date" shall mean the date of UConn's written acceptance of CWC's written notice of completion of construction and testing of Capital Improvements, or the date occurring 60 days after UConn's receipt of the CWC written notice of completion, whichever first occurs, provided, that UConn has completed construction of the Campus Connection Spur, and, provided further, that UConn has not delivered to CWC within such 60 day period a notice that there are items not completed in accordance with the terms of this Agreement or the conditions of any Licenses or Permits ("Deficiency Notice").

"CTDEEP" shall mean the Connecticut Department of Energy and Environmental Protection, or its successor as established by Law.

"CTDPH" shall mean the Connecticut Department of Public Health, or its successor as established by Law.

"CWC Regulations" shall mean the Rules and Regulations of the Connecticut Water Company as approved by PURA on July 14, 2010, and revisions and amendments thereto not inconsistent with this Agreement.

"Deficiency Notice" shall mean a circumstance as specified with respect to the Completion Notice as noted above.

"Delivery Point" shall mean the connection between CWC infrastructure and UConn infrastructure at Meter Pit "A".

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"Diversion Permit" shall mean an authorization issued by the CTDEEP pursuant to the Water Diversion Policy Act, C.G.S. §§22a-365 *et seq.*, as amended, in such form as required by CTDEEP for the purpose of authorizing CWC to provide water to UConn as required by this Agreement.

"Exclusive Service Area" shall mean an area where public water is supplied by one system as established by the CTDPH pursuant to C.G.S. §§25-33c *et seq.*, as amended.

"Existing Customers" shall have the meaning set forth in Section 3.2(a) hereof.

"Freedom of Information Act" or "FOIA" shall mean the Freedom of Information Act as set forth in C.G.S. §§1-200 *et seq.* and amendments thereto.

"Governmental Approval" means any authorization, consent, approval, license, franchise, lease, ruling, permit, tariff, rate, certification, exemption, filing or registration by or with any Governmental Authority (including zoning variances, special exceptions and non-conforming uses).

"Governmental Authority" means any federal, state, departmental or municipal government or any political subdivision thereof, and any other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, and any other governmental entity but excluding in all cases UConn.

"Law" or "Laws" shall mean federal, state, local, foreign or other laws, regulations, orders, injunctions, building and other codes, ordinances, permits, licenses, judgments, decrees of federal, state, local, foreign or other authorities, and all orders, writs, decrees and consents of any governmental or political subdivision or agency thereof, or any court or similar Person established by any such governmental or political subdivision or agency thereof but excluding in all cases UConn.

"Licenses and Permits" shall mean any license, permit, registration, certificate, order, approval, franchise, variance and similar right issued by or obtained from any Governmental Authority or any third party that is required in connection with the operation of a Party's water supply system, the Capital Improvements or the Supply Source Improvements.

"Meter" shall mean a water volume measuring device (meeting design, type and specifications per industry standards and PURA regulations) that is used for the purpose of measuring water volumes as provided in this Agreement).

"Meter Pit A" shall mean the meter pit to be constructed by UConn in the Town of Mansfield, on the west side of Route 195 at the location indicated on Exhibit A.

"Net Volume" shall mean and be calculated as the water delivered by CWC to the Delivery Point, reduced by: i) the total of the volume of metered water delivered by CWC to CWC customers downstream of the Delivery Point and served by the Capital Improvements, and ii) the volume of metered water delivered to non-university customers in the UConn Technology Park for which the revenues will be transferred by UConn to CWC, and increased by a

percentage adjustment established annually by the Parties to reflect a reasonable estimate of the volume of nonrevenue water (e.g. system leaks, fire flows) in the system supplied by CWC downstream of the Delivery Point and via the Capital Improvements. In the event that either Party reasonably believes that the method of calculating Net Volumes described above is inaccurate, the Parties agree to meet and negotiate in good faith to arrive at an alternate method of calculating Net Volumes that is more accurate, provided that alternate method can be accomplished at a reasonable cost and is in conformance with prevailing industry practices.

"New Customers" shall have the meaning set forth in Section 3.2(c) hereof.

"Notice of Completion" shall mean a written notice from CWC confirming the completion of all necessary or appropriate construction and testing of Capital Improvements in conformance with the requirements of the Agreement.

"Peak Day Demand Volume" or "PDDV" shall have the meaning set forth in Section 2.1(a) hereof.

"Person" shall mean any natural person, estate, partnership, corporation, trust, unincorporated association, limited liability company, joint venture, organization, business, individual, municipality, government or any agency or political subdivision thereof, tribal nation, tribe or any other entity.

"Potable Water" shall mean water of a quality meeting, or of a quality higher than, those standards for quality of drinking water established by the CTDPH pursuant to C.G.S. § 19a-36, including R.C.S.A. § 19-13-B102, and as such standards may be revised or amended from time to time.

"Production Points" shall mean those locations in the UConn campus water infrastructure where its wells connect to the water supply and distribution system as indicated on Exhibit A.

"Project" shall mean actions related to securing a long term supply of potable water for purposes of meeting current and future water demand projections for UConn and the Town of Mansfield as described in the ROD.

"Public Authority Commodity Charge Rate" shall mean the PURA-approved commodity charge as specified in CWC's rate schedule to be paid to CWC by public authority customers based on metered water volumes delivered to such customers, or a successor charge established by PURA to replace the use of the Public Authority Commodity Charge Rate.

"PURA" shall mean the Public Utilities Regulatory Authority presently within the CTDEEP, or its successor as established by Law.

"R.C.S.A." shall mean the Regulations of Connecticut State Agencies, and as revised and amended from time to time.

"Reasonable Efforts" shall mean the taking of any and all actions which are commercially reasonable under the circumstances and reasonably required to accomplish the desired task or achieve the desired result.

"Record of Decision" or "ROD" shall mean the Final Record of Decision and Environmental Impact Evaluation (EIE) for Potential Sources of Water Supply, University of Connecticut, Storrs, CT, University Project #901662, dated July 30, 2013.

"Sale of Excess Water Permit" shall mean an authorization issued by CTDPH pursuant to the C.G.S. §22a-358, as amended, as may be required for the purpose of allowing the sale of water between CWC and UConn pursuant to this Agreement.

"State Infrastructure Customer Rate" shall have the meaning set forth in Section 3.1(a) hereof.

"Substantial Completion" shall mean that degree of completion of construction of the Capital Improvements or Campus Connection Spur sufficient to allow for preliminary testing of such infrastructure.

"Supply Source Improvements" shall mean equipment, modifications and all work or actions to be taken by CWC to develop, construct, maintain, treat and repair the supply of Potable Water at Shenipsit Reservoir at sufficient volumes to meet all CWC obligations under this Agreement.

"Term" shall mean the effective period of this Agreement pursuant to Section 11 hereof.

"UConn Customer Rate" shall have the meaning set forth in Section 3.2(a) hereof.

"UConn System" shall mean the water distribution pipes, pumps, tanks and related appurtenances located on the UConn campus as detailed on Exhibit A.

"Water Supply Plan" shall mean the water system management documentation prepared by a water company or UConn for purposes of evaluating water supply needs and a strategy to meet such needs as required by C.G.S. §25-32d.

1.2 Adoption of Preamble and Recitals. The Parties each adopt and certify that each of those respective statements concerning such Party as stated in the preamble and recital of this Agreement are true and correct, and are hereby incorporated into the body of this Agreement as though fully set forth in their entirety herein, provided that in cases of conflict, the provisions stated in the body of the Agreement shall control over statements in the preamble and recital.

SECTION 2. WATER SUPPLY

2.1 Water Supply Quantity and Pressure.

(a) Subject to the terms and condition of this Agreement, beginning on the Completion Date and throughout the Term of this Agreement, CWC shall have and agrees to sell and supply to UConn at the Delivery Point on a 24 hour per day and 365 day per year basis all Potable Water demanded by UConn for its own account or for those non-university on-campus users that will remain UConn customers, and CWC shall deliver the estimated volume demanded by off-campus customers and non-university customers at the UConn Technology Park, taking into account the projected water demand time line and average day and peak day volumes presented in Exhibit 2.1, up to the peak day demand volume of 1.5 million gallons per day ("PDDV") and as such Exhibit 2.1 volumes of projected demand may be updated by UConn upon notice to CWC, and as the PDDV may be amended from time to time by mutual agreement of the Parties.

(b) CWC agrees that the quantity of Potable Water to be delivered to UConn during any day, month or year of this Agreement shall be determined in the sole and absolute discretion of UConn but not to exceed the PDDV, subject to the terms and provisions of: i) the Diversion Permit and, ii) Sale of Excess Water Permit, if, upon inquiry of the Parties, CTDPH indicates that such Sale of Excess Water Permit is required for the Project.

(c) CWC agrees that UConn shall not be required to take possession of, or pay for, a minimum quantity of Potable Water during any period of this Agreement.

(d) The Parties acknowledge and agree that the amount of Potable Water to be demanded by UConn under this Agreement may fluctuate from time to time over the Term of the Agreement.

(e) The Parties shall provide Potable Water at the pressure necessary to ensure proper service to UConn and customers to whom CWC connects through the UConn System taking into account the effects of activation of UConn fire suppression systems. UConn shall operate the UConn System in a manner as required to provide adequate pressure at all points at which water leaves the UConn System to serve CWC off-campus customers that exist as of the Completion Date.

(f) In the event that UConn has timely delivered a Deficiency Notice to CWC, the Parties shall diligently confer, review and correct, in a manner reasonably acceptable to the Parties, the circumstances on which the Deficiency Notice is based, and specify the date to be considered the Completion Date.

2.2 Water Supply Quality.

(a) CWC shall supply and deliver Potable Water at the Delivery Point. UConn shall supply and deliver Potable Water at all points at which water leaves the UConn System to serve CWC off-campus customers.

(b) The Parties shall cooperate during the design of the water supply system to be constructed by CWC to identify and select those design elements or equipment reasonably necessary to maintain aesthetic water quality (e.g. color, staining, taste and odor) reasonably acceptable to UConn.

(c) The Parties intend to address the following specified water quality responsibilities as noted below:

(i) CWC shall timely perform, at its sole cost and expense, all requirements for management of disinfection byproducts in that portion of the UConn System in which CWC-supplied water passes including all monitoring, sampling, reporting, treatment, flushing and cleaning required by Law concerning disinfection byproducts. The Parties shall cooperate to equitably allocate the costs of flushing and cleaning the UConn System to the extent that UConn's needs to conduct such tasks in the course of its operations coincide with CWC's obligations in this paragraph. CWC shall ensure that UConn is provided with timely copies of all information secured by CWC, and all filings with CTDPH, in connection with compliance with this provision of the Agreement. CWC shall indemnify, defend and hold harmless UConn for all fines, penalties, and costs of injunctive relief or system treatment, modification and similar costs required to meet disinfection byproduct requirements of Law. The allocation of responsibility established by this section reflects the fact that the UConn System is presently not subject to requirements that will apply when CWC's surface water-supplied system is connected to the UConn System.

(ii) UConn shall be responsible to address, at its sole cost and expense, any exceedence of CTDPH standards for radionuclides and arsenic that occurs at all points at which water leaves the UConn System to serve CWC off-campus customers. The allocation of responsibility established by this section reflects the fact that the CWC water supply to the Project is to be sourced from surface water supplies only and the UConn water is the only groundwater supplied source to the combined UConn and CWC system.

(d) In the event of a water quality concern being identified by either Party with respect to their own water system or the other Party's water system, through testing or otherwise, the following shall apply:

(i) Notice of Water Quality Inquiry. The concerned Party shall notify the other Party and provide all available information regarding the nature of the water quality concern, including test results, expert reports or other documentation.

(ii) Cooperate to Investigate. The Parties agree to cooperate to timely: a) evaluate available information, and b) conduct such additional investigations as required to confirm the nature and cause of the water quality concern.

(iii) Implementation of Remedy. The Parties agree to cooperate to identify and implement a timely and effective remedy to address the cause of any confirmed water quality concern.

(iv) In the event that the delivery of Potable Water by one Party to another causes the receiving Party to incur additional costs for testing, reporting, additional treatment, costs of compliance or fines or penalties, the Party whose water delivery caused the additional costs shall reimburse the other Party to the extent that such additional costs are documented and reasonable.

(e) Subject to Section 2.2(c), responsibility for maintaining the quantity and quality of water as it travels throughout the water supply systems of the Parties shall be as follows:

(i) CWC shall be responsible for ensuring that all water delivered pursuant to this Agreement meets the quality standards for Potable Water when it reaches Meter Pit A;

(ii) UConn shall be responsible for ensuring that all UConn-produced water subject to the terms of this Agreement meets the quality standards for Potable Water at the Production Points and at all points at which water leaves the UConn System to serve CWC off-campus customers; and

(iii) CWC shall be responsible for ensuring that all water delivered to any and all customers by or for the credit of CWC pursuant to this Agreement meets the quality standards for Potable Water when it is received by such customers. The Parties acknowledge and agree that the planned design to incorporate a portion of the UConn campus infrastructure into the distribution system to serve all customers as provided by this Agreement is of value to both UConn and CWC, and the Parties have accordingly so allocated water quality responsibilities hereunder.

SECTION 3. WATER RATES, CHARGES AND CUSTOMERS

3.1 UConn Water Rates and Charges

(a) Upon and after the Completion Date, UConn shall pay CWC for the Net Volume of all Potable Water received by UConn at a purchase price to be known as the "State Infrastructure Customer Rate" ("SICR") that shall be equal to sixty per cent (60%) of: (i) the Public Authority Commodity Charge Rate, and (ii) the Basic Service Charge based on the size of the meter at Meter Pit "A"; each as approved by PURA from time to time.

(b) UConn shall be subject to applicable PURA-approved surcharges or surcredits at the same percentage basis as other customers provided such surcharges or surcredits are applied to bills based on the SICR.

(c) UConn shall not be obligated to pay for water received at the Delivery Point prior to the Completion Date. CWC shall not be obligated to provide UConn with water prior to the Completion Date.

(d) UConn's written acceptance of CWC's written notice of completion of construction and testing of Capital Improvements shall not be unreasonably withheld or delayed.

(e) UConn shall not be obligated to pay for water received by other customers through the UConn water supply infrastructure except for UConn properties as identified on Exhibit 3.1(e).

(f) UConn shall pay the PURA-approved rates and surcharges as provided in this Agreement for only the Net Volume of Potable Water received by UConn. UConn shall not be subject to any form of "take or pay" charges.

(g) The SICR shall apply to: i) all current and future on-campus UConn facilities and UConn affiliates including the University of Connecticut Foundation, University of Connecticut Alumni Association and UConn facilities on the North Campus including the Technology Park, ii) those non-university on-campus customers that will remain customers of UConn except those non-university customers in the Technology Park that shall be billed at the rate charged to New Customers, and iii) those properties that are acquired by UConn after the date of this Agreement that can be served by UConn maintained and operated water system infrastructure. UConn shall timely amend and provide notice to CWC of changes to the list of those water customers entitled to the SICR under this section on Exhibit 3.1(g). Non-university facilities in the Technology Park shall be billed by UConn but charged the CWC rate applicable to New Customers, and UConn shall remit revenues from such facilities to CWC within 30 days of receipt.

(h) Upon UConn's request, and notwithstanding any condition precedent to connection which CWC is otherwise obligated by the Town of Mansfield to satisfy in the case of other non-UConn customers, CWC shall make Reasonable Efforts to connect and supply Potable Water to those off-campus UConn facilities acquired by UConn after the date of this Agreement that do not abut the UConn campus at the time of acquisition, provided, that: i) a water service connection to such facilities is consistent with the state plan of conservation and development prepared pursuant to C.G.S. §16a-24 *et seq.*, and ii) such connection conforms to PURA regulations for the extension of water mains and CWC's PURA approved Main Extension Agreement. Water supplied to such properties by CWC shall be subject to the CWC Public Authority rate and not the SICR.

(i) The Parties acknowledge that the hydraulic characteristics of the connected UConn and CWC water systems is expected to cause variations in the source of water supplied by either Party's system to meet daily water demands. CWC intends to monitor and adjust the water volume supplied to the Delivery Point in a manner estimated to meet the demand of on-campus and off-campus users as required by this Agreement. As noted in the example calculations in Exhibit 3.1(i), there may be occasions when the volume of water contributed by UConn exceeds the CWC-supplied water used by UConn, and in such instances the Parties shall

adjust the volume of water thereafter delivered by CWC to replenish the UConn-supplied water rather than require a cash payment from CWC to UConn.

3.2 Non-UConn Rates and Charges

(a) Except for those water users entitled to the SICR under Section 3.1(g), all Billed Customers receiving water supplied by UConn as of the Completion Date ("Existing Customers") shall become direct customers of CWC and shall be charged by CWC at a rate equal to the water commodity charge and basic service charge, each reflected in gallons, as well as the fees and special charges, all as applied by UConn at that time ("Storrs Customer Rate") as currently detailed in Exhibit 3.2(a)(1). Those customers currently supplied by UConn that will receive the Storrs Customer Rate pursuant to this section are identified on Exhibit 3.2(a)(2) and Exhibit 3.2(a)(2) will be amended by UConn to reflect required changes as of the Completion Date. The designation of an Existing Customer shall apply on a site-specific basis.

(b) After the Completion Date, the UConn Customer Rate shall be subject to adjustment by the same dollar amount change approved by PURA for similarly defined categories of customers.

(c) After the Completion Date, all Billed Customers that are not: i) Existing Customers, ii) UConn facilities as of the date of this Agreement, or iii) UConn facilities as noted in Section 3.1(g) hereof, shall be direct customers of CWC and shall be charged by CWC at a rate equal to applicable rates and charges in effect as approved by PURA for similarly defined categories of customers ("New Customers").

3.3 Water Supply Planning and Information Sharing

(a) CWC agrees that neither this Agreement nor any action arising hereunder, including construction of Capital Improvements, other infrastructure development or assignment of water supply customers, shall constitute, or be used by CWC to support, the creation of an Exclusive Service Area assigned to CWC or any Person other than UConn, with respect to UConn's North Campus, Main Campus, East Campus and Depot Campus, and contiguous property thereto acquired by UConn and served by the UConn System after the date of this Agreement as identified on Exhibit 3.3(a); or otherwise provide a basis for CWC to claim an exclusive obligation, right or privilege to provide Potable Water to property or uses of UConn except as provided in this Agreement. UConn shall timely amend and provide notice to CWC of changes to Exhibit 3.3(a).

(b) The Parties agree to cooperate in the timely exchange of reasonably available information including projected water supply and demand data, and related operations information to facilitate required water supply planning efforts of the Parties, to update Exhibit 2.1 as appropriate to reflect changes in current or projected water demands, and to minimize over-estimation or under-estimation of infrastructure capacity needs by either Party. The Parties agree to consult and cooperate with each other to ensure, to the extent reasonably possible, that the CTDPH does not impose duplicative margin of safety volume requirements in the water supply plans of the Parties.

(c) The Parties agree to reasonably cooperate to provide information to facilitate the periodic revision of the other Party's water supply plan, to give timely notice and information concerning anticipated capital projects likely to affect water supply or demand volumes, and to timely provide other information regarding identified changes to the water supply or demand characteristics of either Party's system that may affect the operations that are the subject of this Agreement.

(d) UConn agrees to confer with CWC regarding future on-campus water distribution infrastructure modifications so that the Parties may identify off-campus needs in the town of Mansfield that may be addressed during such modifications in a manner acceptable to UConn in its absolute discretion, and to determine the appropriate sharing of the costs of such modifications.

(e) CWC agrees to timely provide UConn with water use data for all CWC customers in Mansfield for whom UConn provides sewer service. It is the intention of the Parties to maintain the confidentiality of such water use data as required by C.G.S. §16-262c(c), and the Parties agree to cooperate to comply with C.G.S. §16-262(e) in response to a request for release of protected information.

(f) CWC shall provide UConn with an annual December notice that details the status of Supply Source Improvements and the schedule of measures to be taken by CWC during the following year to ensure that CWC will have a readily available supply of water required for CWC to meet UConn water supply needs taking into account the projected UConn water demand timeline and volumes presented in Exhibit 2.1.

(g) UConn shall provide CWC with an annual December notice that details any anticipated changes to the projected UConn water demand timeline and volumes presented in Exhibit 2.1. for the following year.

SECTION 4. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

4.1 Representations, Warranties and Covenants of the Parties.

Each of the Parties represents and warrants as follows:

(a) Authorization, No Restrictions, Consents or Approvals. Such Party has full power and authority to enter into and perform this Agreement, and all action necessary to authorize the execution and delivery of this Agreement and the performance by such Party of its obligations hereunder has been taken. This Agreement has been duly executed by such Party and constitutes the legal, valid, binding and enforceable obligation of such Party, enforceable against such Party in accordance with its terms subject to bankruptcy laws affecting creditors' rights generally. The execution and delivery of this Agreement and the consummation by such Party of the transactions contemplated herein or hereby, do not: (i) conflict with or violate any of the terms of such Party's charter or by-laws or other constituent documents or governing instruments, or, to such Party's knowledge, any applicable Laws, (ii) conflict with, or result in a breach of any of the terms of, or result in the acceleration of any indebtedness or obligations under, any agreement, obligation or instrument by which such Party is bound or to which any

property of such Party is subject, or constitute a default thereunder, or (iii) conflict with, or result in or constitute a default under or breach or violation of or grounds for termination of any Licenses and Permits or other Governmental Approval to which such Party is a party or by which such Party may be bound, or result in the violation by such Party of any Laws to which such Party or any assets of such Party may be subject, except for any such conflict, violation, breach, default or acceleration which would not have a material adverse effect on the ability of the Party to fulfill its obligations under this Agreement or materially and adversely affect the consummation of the transactions contemplated herein.

(b) Technical Knowledge. Such Party has at the time of execution of this Agreement, or will have secured in a manner necessary to timely perform under this Agreement, adequate capacity, technical knowledge and employees to fulfill its obligations under this Agreement.

(c) Title to Assets. Such Party has at the time of execution of this Agreement, or will have secured in a manner necessary to timely perform under this Agreement, sufficient right, title and interest in and to its assets to be able to carry out its obligations under this Agreement. Such Party has not granted any liens, security interests and other encumbrances against its assets, and such assets have or will have as of the Completion Date and during the Term sufficient capacity for such Party to fulfill its obligations under this Agreement.

(d) Licenses and Permits. The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby and thereby will not result in the revocation, cancellation, suspension, modification, or limitation of any of such Party's Licenses and Permits and will not give to any Person any right to revoke, cancel, suspend, modify, or limit any of such Party's Licenses and Permits. Renewal of each of such Party's Licenses and Permits has been or shall be timely applied for to the extent required under all Laws, and to the extent appropriate to protect renewal rights thereunder. To the best of such Party's knowledge, there is no fact or event which is likely to prevent the renewal of any of such Party's Licenses and Permits under existing Laws or which, with the passage of time or the giving of notice or both, is likely to constitute a violation of the terms of any of such Party's Licenses and Permits or of any applications or agreements made in connection therewith. No action or proceeding is pending or, to the best of such Party's knowledge threatened, which could result in the revocation, cancellation, suspension, modification, or limitation of any of such Party's Licenses and Permits.

(e) Compliance with Law. Such Party is presently in compliance with all applicable Laws with respect to matters relevant to the subject of this Agreement, and to the best of such Party's knowledge no event has occurred which would constitute reasonable grounds for a claim that non-compliance has occurred or is occurring.

(f) Restrictions. Such Party will not use or permit any other Person to use its assets, or sell water to any other Person, where such use or sale would prohibit such Party from fulfilling its obligations, covenants and agreements pursuant to the terms of this Agreement. Such Party shall not take any action, or fail to take any action, where such action or failure to act could reasonably be expected to materially impair such Party's ability to fulfill its obligations, covenants, and agreements pursuant to the terms of this Agreement.

(g) Real Estate Interests. Such Party has at the time of execution of this Agreement, or will have secured in a manner necessary to timely perform under this Agreement, and will maintain, protect and defend sufficient right, title and interest in all real estate, easements, rights of way and any other interests in real estate to enable such Party to fulfill its obligations, covenants and agreements pursuant to this Agreement.

(h) Pending Litigation. There are no actions, suits, claims, enforcement actions, or proceedings pending against such Party or any Person by reason of such Person being an official or officer of such Party, whether at law or in equity or before or by any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality which, if adversely determined, would have a material adverse effect on the business, financial position, or results of operations of such Party; nor is there outstanding any writ, order, decree, or injunction applicable to such Party that: (i) calls into question such Party's authority or right to enter into this Agreement and consummate the transactions contemplated hereby, or (ii) would otherwise prevent or delay the transactions contemplated by this Agreement.

4.2 Representations, Warranties and Covenants of CWC. CWC represents and warrants that upon the receipt of required approvals from Governmental Authorities and construction of the Capital Improvements, it shall be ready, willing and able to provide UConn with the water supply service specified in this Agreement, provided that UConn has completed construction of the pipeline between Meter Pit A and the existing UConn System.

SECTION 5. INFRASTRUCTURE DEVELOPMENT

5.1 Construction by CWC. Except as otherwise specifically provided in this Agreement, all matters relating to the design, engineering, permitting, construction, start up, inspection and testing of the Capital Improvements and Supply Source Improvements, including but not limited to the hiring of contractors and engineers, shall be the sole responsibility, cost and expense of CWC. CWC agrees that all Capital Improvements and Supply Source Improvements shall be designed and constructed in compliance with (i) prudent industry practices and (ii) all applicable requirements of Governmental Authorities and Laws, including CTDPH "Guidelines for the Design and Operation of Public Water System Treatment, Works and Sources." CWC agrees that all Capital Improvements shall be designed and constructed in compliance with the environmental mitigation measures and best construction management practices outlined in the ROD.

5.2 Rights of Review and Approval. UConn shall have the right but no 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 ROD, provided that any such UConn review and approval shall not be unreasonably delayed or withheld, and provided further that UConn will timely advise CWC if UConn intends not to undertake such review and/or such approval process. CWC shall have the right but no obligation to review and provide comments regarding those aspects of the design, engineering, materials and construction plans and specifications proposed by UConn for Meter Pit A and the Campus Connection Spur as they relate to: i) prudent industry practices and, ii) all applicable requirements of Governmental Authorities and Laws, including CTDPH "Guidelines for the Design and Operation of Public Water System Treatment, Works

and Spurs," provided that any such CWC review and comments shall not be unreasonably delayed or withheld, and provided further that CWC will timely advise UConn if CWC intends not to undertake such review and/or such comment process.

5.3 CWC Contractors and Engineers. CWC shall have responsibility and discretion in the selection of contractors and engineers for the design and construction of the Capital Improvements and Supply Source Improvements provided, however, that CWC shall (i) require any contractors or engineers hired by CWC for such project to agree that the work done and the workmanship, materials and equipment used in the construction of the Capital Improvements and Supply Source Improvements shall be free from defects and shall be constructed in accordance with the plans and specifications for the Capital Improvements and Supply Source Improvements; (ii) require that any such contractors or engineers test the Capital Improvements and Supply Source Improvements for adequacy and proper performance in accordance with such plans and specifications and (iii) require any contractors or engineers to provide CWC with standard certificates of insurance as requested by CWC.

5.4 Construction by UConn. Except as otherwise specifically provided in this Agreement, all matters relating to the design, engineering, permitting, construction, start up, inspection and testing of the Meter Pit A and Campus Connection Spur, including but not limited to the hiring of contractors and engineers, shall be the sole responsibility, cost and expense of UConn. UConn agrees that Meter Pit A and Campus Connection Spur shall be designed and constructed in compliance with (i) prudent industry practices, (ii) the environmental mitigation measures and best construction management practices outlined in the ROD, and (iii) all applicable requirements of Governmental Authorities and Laws, including CTDPH "Guidelines for the Design and Operation of Public Water System Treatment, Works and Sources."

5.5 Infrastructure Development Costs. CWC shall be solely responsible for all fees, costs and expenses related to the performance of its Capital Improvements and Supply Source Improvements obligations under the terms of this Agreement. UConn shall be solely responsible for all fees, costs and expenses related to the performance of its Meter Pit A and Campus Connection Spur obligations under the terms of this Agreement except for the cost of the water meter that will be provided by CWC for Meter Pit A as required by applicable regulations. UConn shall be solely responsible for its own legal and professional costs and expenses related to its opportunity for review of CWC Capital Improvements and Supply Source Improvements obligations under this Section 5. CWC shall be solely responsible for its own legal and professional costs and expenses related to its opportunity for review of UConn Meter Pit A and Campus Connection Spur obligations under this Section 5.

5.6 Easements and Rights of Way. CWC shall be solely responsible, at its cost and expense, for obtaining and maintaining all easements, rights-of-way or other access and entry authorizations required for CWC to perform its Capital Improvements and Supply Source Improvements obligations under this Agreement. UConn shall grant CWC at no cost such easements as are reasonably necessary for CWC to perform its obligations to serve its customers under this Agreement at locations accessed through land owned by UConn.

5.7 Construction Activities, Status, Review and Meetings. UConn shall have the right but no obligation to observe and inspect all construction, start up, inspection and testing activities

related to the Capital Improvements and Supply Source Improvements at any reasonable time to confirm CWC's compliance with this Agreement. The Parties agree to establish a mutually acceptable schedule no less frequently than monthly for CWC to present progress reports to UConn. CWC shall reasonably address any good faith comments or concerns presented orally by UConn in the course of UConn observation periods, inspections, and progress report meetings, or in writing from UConn to CWC at any time.

5.8 Infrastructure Expansion.

(a) In the event that CWC proposes to expand the water supply infrastructure to connect with customers or CWC systems outside of the town of Mansfield by means of a connection located downstream of the Delivery Point, such expansion shall be subject to approval by UConn as provided in this Section 5.8.

(b) CWC shall provide UConn with reasonable notice of a proposal to expand the water supply infrastructure to serve customers outside of Mansfield, and provide UConn with sufficient details including the area of proposed service, projected water supply demand, anticipated construction methods, proposed design and specification requirements and construction scheduling including details for any construction proposed for the UConn campus, all as reasonably necessary for UConn to evaluate the proposal.

(c) The Parties: i) shall confer and identify those costs, expenses and operational requirements that may arise with respect to the UConn infrastructure or UConn water uses, ii) shall, at UConn's election, and CWC's sole cost and expense, perform a hydraulic analysis of the requirements of the proposal and impacts to the UConn System, iii) may choose to conduct a cost of service study for the proposed use of the UConn infrastructure (using American Water Works Association or similar generally accepted industry practices for such studies), iv) shall evaluate the potential impact of such extension to UConn with respect to the accounting and responsibility for nonrevenue water in the proposed expanded water supply infrastructure area, and v) shall negotiate in good faith the CWC financial responsibility and operational procedures related to construction and operation of such expansion of infrastructure.

(d) All costs and expenses of design, engineering, permitting and other requirements of Law, construction, and testing of the infrastructure modifications shall be at CWC's sole cost and expense (including CWC's legal fees and costs).

(e) Any proposed expansion of the water supply infrastructure shall: i) be undertaken by CWC in compliance with all Laws, including CEPA if applicable, and ii) shall include best management practices for the minimization of non-revenue water.

(f) UConn's participation, consideration and approval of a proposal to extend the water supply infrastructure shall not be unreasonable withheld or delayed.

(g) In the event that UConn does not approve the extension and the potential customer seeks relief from PURA under C.G.S. §16-20, CWC shall provide timely notice of initiation of such PURA proceeding to the Connecticut Office of Policy and Management,

UConn and the Town of Mansfield. CWC shall not construct the extension unless PURA so orders or directs.

SECTION 6. WATER SUPPLY INFRASTRUCTURE OWNERSHIP AND MANAGEMENT

6.1 Transfer of Ownership. The Parties agree that title to off-campus water supply infrastructure presently owned by UConn shall be transferred to and accepted by CWC within thirty days of the date upon which it is fully depreciated by UConn using a sixty year depreciation schedule as set forth on the attached Exhibit 6.1, or shall transfer upon the date of its replacement by CWC, whichever first occurs. Title to off-campus water supply infrastructure owned by UConn that is fully depreciated on or before the Completion Date shall be transferred to CWC within 30 days of the Completion Date.

6.2 License to CWC. UConn shall provide to CWC on the Completion Date an irrevocable license authorizing CWC to use, maintain, repair and replace off-campus water supply infrastructure owned by UConn as required to serve UConn, Existing Customers and New Customers.

6.3 Infrastructure Maintenance. As of the Completion Date and thereafter, CWC shall have responsibility at its sole cost and expense to maintain, repair and replace off-campus water supply infrastructure owned by UConn, in addition to CWC water supply infrastructure, including any UConn infrastructure that has been replaced by CWC. UConn shall have responsibility at its sole cost and expense to maintain, repair and replace on-campus water supply infrastructure, except as otherwise provided in this Agreement with respect to CWC contributions to future improvements of on-campus water supply infrastructure.

6.4 Property Taxes. CWC shall be solely liable for real property, personal property or any other tax with respect to the Capital Improvements and Supply System Improvements constructed by CWC, in addition to those elements of existing UConn water supply infrastructure upon and after the date that title to such UConn water supply infrastructure passes to CWC under the terms of this Agreement.

SECTION 7. INSURANCE, INDEMNIFICATION AND DISPUTE RESOLUTION PROCEDURES

7.1 Insurance. CWC shall carry and maintain at all times during the term of this Agreement, at its sole cost and expense, such insurance as CWC and UConn reasonably agree to be satisfactory to protect both CWC and UConn adequately against any and all loss, damage or liability arising out of or in connection with the transactions contemplated by this Agreement and the development of water supply infrastructure and operation and maintenance of the water supply system. Such insurance policies shall contain such terms, shall be in such form, shall be with such insurers, and shall be for such periods as may be reasonably satisfactory to CWC and UConn, including the following specific provisions: i) Comprehensive General Liability including Premises and Operations, Contractual Liability, Products and Completed Operations on an occurrence basis with a combined limit of at least \$1,000,000, and, ii) Umbrella Liability with a limit of \$5,000,000 over primary limits for Employer Liability, General Liability and

Automobile Liability. A certificate of insurance reflecting the coverage required herein shall be provided to UConn to confirm the coverage, maintenance and extension of insurance required by this Agreement including a thirty day prior notice of cancellation provision.

7.2 Indemnification. CWC shall indemnify, defend and hold UConn, its trustees, officers, employees and agents harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damage of third parties that may arise out of or are in any manner connected with the performance of this Agreement by CWC except to the extent that such injury or damage may be attributable to the negligence or willful action of UConn.

7.3 Informal Resolution of Disputes. The Parties agree that if a dispute arises between the Parties relating to the rights, duties, or obligations arising out of this Agreement, then the Parties shall first meet informally in a good faith effort to negotiate a resolution of the dispute. If the Parties do not resolve a dispute in the informal process described herein, then either Party may propose, and the other Party shall agree, to undertake good faith efforts to settle the dispute by the then current non-administered Mediation Rules of the American Arbitration Association. Nothing in this provision of the Agreement shall affect the participation or intervention rights of UConn under Section 8.2 of this Agreement.

7.4 Claims Procedure. CWC agrees that except as provided in Section 7.3, the sole and exclusive means for the presentation of any claim against the State of Connecticut or UConn arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and CWC further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

SECTION 8. WATER SUPPLY SOURCE AND PERMITTING

8.1 Water Supply Source. The Parties agree that the source of supply to be used by CWC to fulfill the obligations of this Agreement shall be Shenipsit Lake, it being the intention of the Parties to ensure that CEPA documentation prepared by UConn in support of the Project accurately reflects the water supply source impacts evaluated for the Project. Any change of the supply source identified in the ROD in the application to secure a Diversion Permit for the Project, including modification or renewal thereof, shall be subject to the mutual agreement of the Parties and all applicable requirements of Law.

8.2 Regulatory Permits and Approvals.

(a) Except as otherwise set forth in this Section 8.2, CWC shall be solely responsible for securing all Licenses and Permits or other Governmental Approvals, including modifications or renewals thereof, necessary or appropriate to construct or operate infrastructure or equipment to supply and deliver Potable Water to the Delivery Point or otherwise necessary for CWC to perform its obligations under this Agreement including PURA approval of water rates as set forth in this Agreement.

(b) The Parties shall timely confer and mutually determine the appropriate Party or Parties to act as applicants or permittees for the Diversion Permit, other Licenses and Permits and other Governmental Approvals, including modifications or renewals thereof, as necessary or appropriate to fulfill the obligations and purposes of this Agreement.

(c) The Parties agree to cooperate and use Reasonable Efforts to secure the Diversion Permit, other Licenses and Permits and other Governmental Approvals, including modifications or renewals thereof, necessary or appropriate to fulfill the obligations and purposes of this Agreement.

(d) UConn shall have a right, but not an obligation, to review and approve of all application materials, reports, testimony or documentation to be submitted by CWC in support of any application for the Diversion Permit, other Licenses and Permits and other Governmental Approvals, or modifications or renewals thereof, necessary or appropriate to fulfill the obligations or purposes of this Agreement, and any declaratory action initiated or defended by CWC before a state agency or any court proceeding initiated or defended by CWC related to the subject of this Agreement. UConn shall not unreasonably withhold or delay its review and approval under this provision of the Agreement, and UConn shall timely advise CWC if it intends not to undertake such review.

(e) UConn shall have a right, but not an obligation except upon its being a necessary party under the requirements of applicable Law, to participate as a co-applicant or become a co-permittee with CWC in any application for or receipt of the Diversion Permit, Licenses and Permits or other Governmental Approvals, including modifications or renewals thereof, necessary or appropriate to fulfill the obligations or purposes of this Agreement, and any declaratory action initiated or defended by CWC before a state agency or any court proceeding initiated or defended by CWC related to the subject of this Agreement. Independent of its right to act as a co-applicant, and subject to the requirements of applicable Law, UConn shall have a right to intervene in any application by CWC for the Diversion Permit, Licenses and Permits, and Governmental Approvals necessary or appropriate to fulfill the obligations or purposes of this Agreement, and any declaratory action initiated or defended by CWC before a state agency or any court proceeding initiated or defended by CWC related to the subject of this Agreement.

(f) CWC shall be solely responsible for legal, engineering, and consulting and expert witness costs, administrative fees and other expenses arising in connection with CWC efforts to secure the Diversion Permit, Licenses and Permits or Governmental Approvals, including modifications or renewals thereof, and all other state agency proceedings and court proceedings related to the matters that are the subject of this Agreement or CWC's efforts to perform its obligations under this Agreement. UConn shall have no responsibilities or cost obligations in connection with such efforts; proceedings or matters except for UConn's own legal and other professional costs and expenses.

(g) Notwithstanding the identification of UConn as a co-applicant or co-permittee in Diversion Permit, Licenses and Permits or other Governmental Approvals, CWC (i) shall be solely responsible for compliance with such permit, license or approval at its sole cost and expense, (ii) shall have sole liability for all costs, expenses (including legal fees and costs), fines,

penalties, and costs of compliance related to a remedy for any violation of such permit, license or approval or enforcement action by Governmental Authorities with respect thereto, and (iii) shall indemnify and hold harmless UConn with respect to all liabilities arising from UConn's position as a co-applicant or co-permittee except as such compliance, liability or indemnification relates to any obligations to comply with conditions of permits that are specifically required of UConn. UConn (i) shall be solely responsible for compliance with the water diversion registrations held by UConn pursuant to C.G.S. §22a-368 and the Water Diversion Policy Act, and operation of the UConn System, except as otherwise provided in this Agreement, at its sole cost and expense, and (ii) shall have sole liability for all costs, expenses (including legal fees and costs), fines, penalties, and costs of compliance related to a remedy for any violation of such registrations or enforcement action by Governmental Authorities with respect thereto. Each Party agrees to make all reasonable efforts to provide the other Party with notice upon receipt or within two business days of receipt of any notice of violation, order, judicial enforcement action or compliance inquiry from a Governmental Authority, or any third party notice of claim, notice of violation or litigation concerning water supply infrastructure, sources of water supply or operations related to the water systems that are the subject of this Agreement.

SECTION 9. SYSTEM OPERATIONS AND MANAGEMENT

9.1 Connection Restrictions. CWC shall not permit customer connections to the Capital Improvements that would violate any connection restriction set forth in the ROD except as ordered or directed by PURA pursuant to C.G.S. §16-20 and with timely notice of initiation of such PURA proceeding being given by CWC to the Connecticut Office of Policy and Management, UConn and the Town of Mansfield.

9.2 UConn Well System Operations. CWC agrees that UConn shall retain the absolute right to operate a water supply well system that may divert water up to the withdrawal volumes currently authorized by UConn water diversion registrations filed with the CTDEEP. UConn shall continue to operate such water diversions in a manner consistent with its diversion registrations, subject to conditions or requirements that may be imposed by CTDEEP or CTDPH, unless UConn requests an increase in water supplied by CWC and CWC agrees to provide additional water. Subject to the obligations of CWC under this Agreement, UConn shall continue to operate the UConn System in compliance with Law. Nothing in this Agreement or otherwise shall modify or infringe upon UConn's ability to maintain existing measures or establish new measures to conserve or reuse water to meet UConn supply requirements and conservation objectives.

9.3 [Intentionally Omitted.]

9.4 Billing.

(a) CWC billing procedures shall conform to the CWC Regulations, as approved by PURA, except as otherwise specified by this Agreement.

(b) The Customer as defined by CWC Regulations shall mean the Billing Customer as specified by this Agreement.

(c) Lost and unaccounted for water ("non-revenue water") shall be billed in accordance with the terms of this Agreement.

9.5 Freedom of Information Act Requirements. CWC agrees to cooperate with UConn as reasonably required for UConn to comply with applicable standards and procedures of the Freedom of Information Act with respect to UConn information that may be created or maintained under the terms of this Agreement that may constitute a "record" as defined by FOIA. CWC and UConn agree that CWC is not a Public Agency, as defined by FOIA, and nothing in this Agreement is intended to cause CWC to function as a Public Agency.

9.6 Other CWC Obligations and Related Matters. CWC shall not allow its performance under the terms and conditions of this Agreement, or UConn's exercise of its rights under this Agreement, to be subject to the control, prior-review or approval of any Persons not a party to this Agreement except as specifically required by statute or regulations of the State of Connecticut. Nothing in this Agreement shall limit the ability of UConn to accept an invitation to participate in a water advisory committee or similar group established by CWC and the town of Mansfield or other Persons with respect to water management activities in a geographic area affecting UConn property or interests.

9.7 Operational Coordination, Notices, and Emergency Procedures. The Parties shall cooperate to timely prepare, and revise and amend as appropriate, a document that details practices and procedures to be used by the Parties to implement the operations that are the subject of this Agreement including communications practices (including Force Majeure communications), emergency procedures, effective operational notice methods between the Parties or to others, water quality assurance practices, mutual assistance practices and other practices or procedures as the Parties may determine to be of mutual value or reasonable necessity.

SECTION 10. TAXES. CWC shall pay any and all taxes, federal, state, or local, in the nature of income, sales, use, transfer gains, conveyance, recordings, ad valorem, stamp, transfer and any similar tax, fee or duty required to be paid in respect of CWC's performance, or the transfer of UConn infrastructure to CWC, under this Agreement.

SECTION 11. TERM, TERMINATION MATTERS AND MILESTONE DATES

11.1 Term of Agreement and Termination Matters.

(a) The initial term of this Agreement (the "Initial Term") shall be for the period commencing on the date hereof and continuing for at least forty-seven years (reflecting the current UCONN water supply planning period) unless otherwise terminated or extended pursuant to this Agreement.

(b) The Initial Term and extensions thereof are subject to earlier termination upon the event of a failure to secure and maintain in full force and effect all those Governmental Approvals required by Law to fulfill the purposes and requirements of this Agreement including:

i) the Diversion Permit and, ii) Sale of Excess Water Permit, if, upon inquiry of the Parties, CTDPH indicates that such permit is required for the Project.

(c) The Parties acknowledge that it is the intent of the Parties, subject to applicable Law, including the renewal or extension of Governmental Approvals required by Law to fulfill the purposes and requirements of this Agreement, that the Term of this Agreement should be renewed in seven year renewal periods after the Initial Term (such Initial Term and subsequent renewals or extensions being referred to herein as the "Term").

11.2 Termination and Infrastructure Matters. In recognition that elements of the CWC and UConn water infrastructure will be fully integrated and will serve both UConn and off-campus customers in the town of Mansfield, any termination of this Agreement by UConn, other than as a result of the lack of a required Governmental Authorization that is the obligation of CWC to secure and maintain, shall only terminate UConn's access to and purchase of Potable Water from CWC. Upon such termination by UConn, title to any off-campus infrastructure then owned by UConn that has not been fully depreciated and is reasonably necessary for CWC to serve off-campus customers in the town of Mansfield shall be transferred to CWC upon payment to UConn of the undepreciated book value of such assets. Furthermore, upon such termination by UConn, CWC shall be allowed to continue to use the elements of on-campus water distribution infrastructure then in use by CWC and reasonably necessary for CWC to continue to transfer Potable Water to meet the needs of customers in the town of Mansfield or such additional customers as may be authorized by UConn pursuant to this Agreement, provided that CWC shall pay UConn a negotiated share of the costs of operation, maintenance, repair and replacement costs of such UConn water infrastructure.

11.3 Milestone Dates

(a) CWC shall perform its obligations in conformance with the following schedule:

(i) No later than February 15, 2014, CWC shall deliver to UConn the drafts of all applications and supporting information required to secure the Diversion Permit for the Project including such information relating to Construction Improvements and Supply Source Improvements as may be required by CTDEEP for the Diversion Permit application.

(ii) No later than 30 days after UConn has completed its review, CWC shall file complete applications, fees and supporting information with the CTDEEP for the Diversion Permit for the Project provided that if UConn is to be a co-applicant UConn has executed application documents as required by CTDEEP regulations.

(iii) No later than September 1, 2014, CWC shall deliver to UConn the preliminary engineering design plans for the Capital Improvements.

(iv) No later than January 1, 2015, CWC shall deliver to UConn the drafts of all applications and supporting information required to secure Licenses and Permits and other Governmental Approvals for the Capital Improvements.

(v) No later than 18 months after receipt of required Licenses and Permits and other Governmental Approvals, CWC shall: i) achieve Substantial Completion of the Capital Improvements, and ii) provide UConn with CWC's punch list of remaining tasks to complete the construction and testing tasks for the Capital Improvements ("C&I Tasks") including an implementation schedule for the C&I Tasks.

(vi) No later than 60 days following Substantial Completion of construction CWC shall complete construction and testing of Capital Improvements. UConn shall deem this to be the project Completion Date unless UConn identifies within 60 days that there are items that are not completed in accordance with the terms of this Agreement or the terms of any Licenses or Permits.

(vii) No later than November 1, 2014, CWC shall file complete applications, fees and supporting information to CTDPH for a Sale of Excess Water Permit, if CTDPH has indicated that such a permit is required for the Project.

(viii) No later than June 1, 2014, CWC shall provide UConn with the schedule for planned improvements and capital investments for the construction of the expanded treatment capacity for its Western System that will be available to meet the projected water supply needs identified in the CWC Water Supply Plan, including those of UConn outlined in Exhibit 2.1.

(ix) To the extent consistent with annual forecasted usage data provided by UConn to ensure updated demand projections, CWC shall complete construction and testing of all Supply Source Improvements no later than six months before the date that the total volume of water required to meet the average daily demand of UConn and other customers in Mansfield is estimated by CWC to meet or exceed one million gallons per day.

(b) Each of the Parties shall perform any review they elect to conduct with respect to the other Party's proposed designs, plans, specifications, applications for the Diversion Permit, Licenses and Permits and other Governmental Approvals, as applicable, in a commercially reasonable and timely manner.

(c) UConn shall perform its obligations in conformance with the following schedule:

(i) No later than September 1, 2014, UConn shall deliver to CWC preliminary engineering and design plans for Meter Pit A and the Campus Connection Spur;

(ii) No later than 18 months after CWC's receipt of required Licenses and Permits and other Governmental Approvals as noted above, UConn shall: 1) achieve Substantial Completion of Meter Pit A and the Campus Connection Spur, and 2) provide CWC with UConn's punch list of remaining tasks to complete the construction and

testing tasks for Meter Pit A and the Campus Connection Spur ("MP/CCI Tasks") including an implementation schedule for the MP/CCI Tasks; and

(iii) No later than sixty days following the date of 11.3(c)(ii), above, UConn shall complete construction and testing of Meter Pit A and the Campus Connection Spur.

(d) A Milestone Date shall be extended by a period of time equal to the pendency of any administrative or judicial appeal, or action for or order of injunction, concerning the task to be performed by such Milestone Date. Subsequent Milestone Dates shall be extended, as reasonably necessary, to reflect the period of delay related to such appeals or injunctions, taking into account the ability of the Parties to reasonably continue their efforts towards completing subsequent tasks during the pendency of any such appeals, actions or injunctions. Milestone Dates shall also be extended based on the mutual agreement of the Parties in recognition of one or more factors that were not reasonably foreseeable as of the effective date of this Agreement.

SECTION 12. NON-DISCRIMINATION AND POLITICAL CONTRIBUTIONS

12.1 State Contract Non-Discrimination Requirements.

(a) For purposes of this Section, the following terms are defined as follows:

(i) "Commission" means the Commission on Human Rights and Opportunities;

(ii) "agreement" or "contract" includes any extension or modification of the agreement or contract;

(iii) "CWC" includes any successors or assigns of CWC;

(iv) "gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;

(v) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; and

(vi) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders.

For purposes of this Section, the terms "agreement" or "contract" do not include an agreement or contract where each party is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any

other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) CWC agrees and warrants that in the performance of this Agreement CWC will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by CWC that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and CWC further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by CWC that such disability prevents performance of the work involved; (2) CWC agrees, in all solicitations or advertisements for employees placed by or on behalf of CWC, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) CWC agrees to provide each labor union or representative of workers with which CWC has a collective bargaining agreement or other agreement or understanding and each vendor with which CWC has an agreement, contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of CWC's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) CWC agrees to comply with each provision of this Section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (5) CWC agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of CWC as relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

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

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

(c) (1) CWC agrees and warrants that in the performance of the Agreement CWC will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) CWC agrees to provide each labor union or representative of workers with which CWC has a collective bargaining Agreement or other contract or understanding and each vendor with which CWC has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of CWC's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) CWC agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) CWC agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of CWC which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

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

12.2 Political Contributions. This Agreement is subject to the requirements of C.G.S. §9-612 and CWC shall comply with C.G.S. §9-612 including those restrictions prohibiting state contractors, and principals of a state contractor from making a contribution to: (i) an exploratory committee or a candidate committees established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contribution or expenditures to or for the benefit of such candidates, or (iii) a party committee. CWC agrees that it shall not knowingly solicit contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor on behalf of: (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

CWC shall advise all those employees, officers or directors of CWC who given their position and this Agreement are "principles of a state contractor", as defined in C.G.S. §9-612, of the requirements applicable to them pursuant to C.G.S. §9-612.

12.3 State Contract Executive Orders. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, which orders are hereby incorporated herein by reference.

SECTION 13. FORCE MAJEURE EVENT AND SPECIAL NOTICE

13.1 Force Majeure Event. If any Party is prevented from performing any of its obligations hereunder, for reasons beyond its reasonable control, including, but not limited to, the shortage (whether actual or threatened) of, or the failure of common carriers, suppliers or subcontractors to deliver, necessary raw materials or supplies; embargoes, epidemics, quarantines; unusually severe weather conditions; fires, explosions, floods or other acts of God or the elements; water main breaks; acts of terrorism, war (declared or undeclared) or of a public enemy or other acts of hostility; civil disturbances, insurrections, riots or labor unrest; the threat or actual existence of a condition that may affect the integrity of the supply of any service; the necessity of making repairs to or reconditioning or periodic flushing or cleaning wells, pipelines, transmission lines and other equipment; or the legal requirement or order of any Governmental Authority; provided, however, that any Party subject to the legal requirement or order of any Governmental Authority shall use Reasonable Efforts to defend and take all appeals in opposition to such actions (each of the foregoing, a "Force Majeure Event"), such non-performing party shall not be liable for breach of this Agreement with respect to such non-performance to the extent any such non-performance is due to a Force Majeure Event. Such non-performing party shall exercise all Reasonable Efforts to eliminate the Force Majeure Event and to resume performance of its obligations as soon as practicable.

13.2 Special Notice. Upon the occurrence of a Force Majeure Event, the Party prevented from performing its obligations hereunder shall contact the other Party by telephone as soon as practicable with information available at that time so that the Parties may identify timely and mutually acceptable measures that may be taken to mitigate the effects of the Force Majeure Event. For purposes of this section, the Parties will provide telephone contact information to each other and ensure that such information is kept current and maintained in the documentation referenced in Section 9.7 hereof. Any further notices of a less time-sensitive nature shall be delivered as provided by Section 14.1 hereof.

SECTION 14. GENERAL PROVISIONS

14.1 Notice. Except as provided in Section 5.6 and Section 13.2, any notice, report, demand, waiver, consent or other communication given by a Party under this Agreement (each a "notice") shall be in writing, may be given by a Party or its legal counsel, and shall be deemed to be duly given: (i) when personally delivered, or (ii) upon delivery by United States Express Mail or similar overnight courier service which provides evidence of delivery, or (iii) when five days have elapsed after its transmittal by registered or certified mail, postage prepaid, return receipt requested, addressed to the Party to whom directed at that Party's address as it appears below or another address of which that Party has given notice, or (iv) when delivered by facsimile

transmission if a copy thereof is also delivered in person or by overnight courier within two days of such facsimile transmission. Notices of address change shall be effective only upon compliance with the provisions of the foregoing sentence.

Notice to UCONN shall be sufficient if given to:

University of Connecticut
Gulley Hall, Storrs Campus
352 Mansfield Rd.
Storrs, CT 06269
Attn: Executive Vice President & Chief Financial Officer

Notice to CWC shall be sufficient if given to:

Connecticut Water Company
93 West Main Street
Clinton, CT 06413
Attn: President

The Parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other Party hereto.

14.2 Entire Agreement. This Agreement, including the schedules and exhibits hereto, constitutes the entire agreement between the Parties pertaining to its subject matter, and it supersedes any and all written or oral agreements previously existing between the Parties with respect to such subject matter.

14.3 Amendment and Modification. No amendment or modification of any provision of this Agreement shall be valid unless the same shall be in writing and signed by both Parties.

14.4 Waiver. Any Party's failure to insist on strict performance of any provision of this Agreement shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve any other Party from performing any subsequent obligation strictly in accordance with the terms of this Agreement. No waiver shall be effective unless it is in writing and signed by the Party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

14.5 Governing Law. This Agreement and matters arising out of or related to this Agreement (including tort claims) shall be construed in accordance with and governed by the laws of the State of Connecticut without giving effect to the conflict of laws principles thereof.

14.6 Severability. If any term or provision of this Agreement shall be held to be invalid or unenforceable for any reason, such term or provision shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remaining terms and provisions hereof,

and this Agreement shall be construed as if such invalid or unenforceable term or provisions had not been contained herein.

14.7 Relationship between the Parties. Neither of the Parties and none of the agents, employees, representatives, or independent contractors of either Party shall (i) be considered an agent, employee or representative of the other Party for any purpose whatsoever; (ii) have any authority to make any agreement or commitment for the other Party or to incur any liability or obligation in the other Party's name or on its behalf; or (iii) represent to any other Person that it has any right so to bind the other Party hereto. Nothing contained in this Agreement shall be construed or interpreted as creating an agency, partnership, or joint venture relationship between the Parties.

14.8 Parties in Interest. Except as specifically contemplated hereby, nothing in this Agreement is intended to confer any benefits, rights or remedies on any Persons other than the Parties. This Agreement shall not be construed to relieve or discharge any obligations or liabilities of third persons, nor shall it be construed to give third persons any right of subrogation or action over or against any Party. Nothing in this Agreement creates an obligation or liability of UConn to supply or deliver water to third parties.

14.9 Assignment, Successors and Assigns. This Agreement may not be assigned by CWC without the prior written consent of UConn. This Agreement shall not inure to the benefit of any CWC successor without the prior written consent of UConn.

14.10 Interpretation. For purposes of interpretation of this Agreement, the Parties agree that neither party shall be deemed to have been the drafter of the Agreement. The Parties further acknowledge that this Agreement has been arrived at through negotiation, and that each Party has been represented by legal counsel and has had a full and fair opportunity to revise the terms of this Agreement.

14.11 Miscellaneous. The Section headings of this Agreement are for convenience of reference only and do not form a part hereof and do not in any way modify, interpret, or construe the intentions of the Parties. This Agreement may be executed in two or more counterparts and all such counterparts shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic mail attachment shall be as effective as delivery of a manually signed counterpart of this Agreement. The term "including" is by way of example and not limitation.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

IN WITNESS of the foregoing, the Parties have executed this Agreement by their duly authorized officers as of the date first set forth above.

THE UNIVERSITY OF CONNECTICUT

By: 
Name: Richard Gray

Title: Executive Vice President for
Administration & Chief Financial Officer

CONNECTICUT WATER COMPANY

By: 
Name: Eric W. Thornburg

Title: President & CEO

List of Exhibits

- Exhibit A Project Infrastructure Plan
- Exhibit 2.1 Project Water Demand Projections
- Exhibit 3.1(e) UConn Properties
- Exhibit 3.1(g) Non-University On-campus SICR Water Users
- Exhibit 3.1(j) Example Calculation of Net Volume
- Exhibit 3.2(a) Existing Customers
- Exhibit 3.3(a) UConn Service Area Properties
- Exhibit 6.1 UConn Off-Campus Infrastructure Depreciation Schedule

Exhibit A

Project Infrastructure Plan

Exhibit A.1.1: Water Supply and Distribution System (12/17/2013)

Exhibit A.1.2: Capital Improvements (12/17/2013)

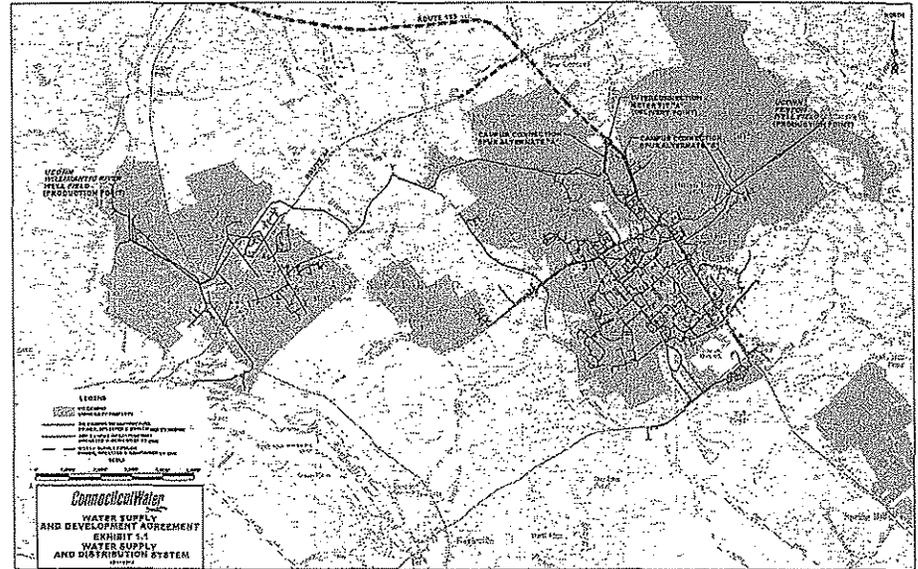


Exhibit 2.1

Project Water Demand Projections

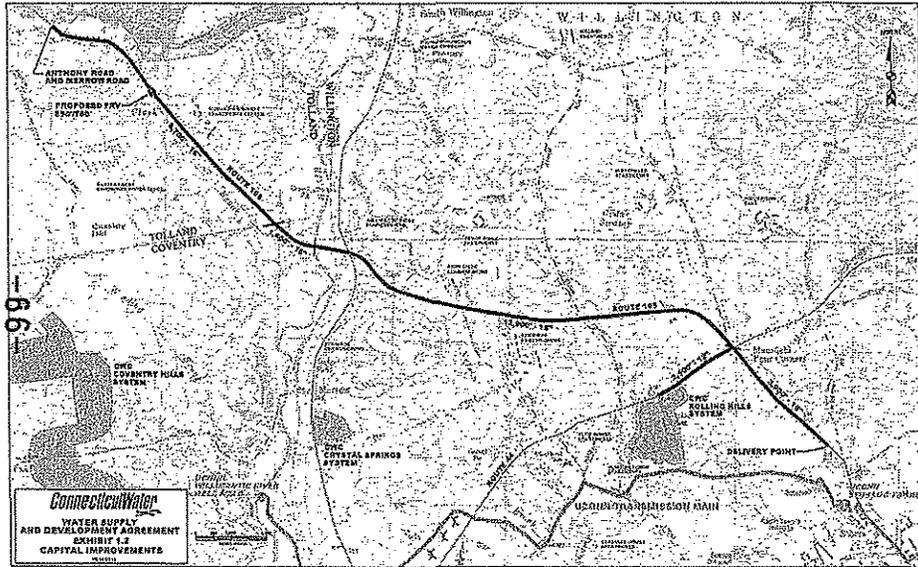


Exhibit 2.1
Project Water Demand Projections

Additional Average Day Demand					
	Tech Park	Off-Campus	NextGen	Margin of Safety	TOTAL
2015	0	0	24,125	0	0
2030	126,480	242,000	138,500	369,953	876,933
2045	333,900	369,000	138,500	420,116	1,261,516
2060	333,900	453,500	138,500	459,385	1,385,285
Additional Peak Day Demand					
2015	0	0	43,425	420,691	464,116
2030	168,219	321,860	239,700	808,965	1,538,744
2045	444,087	490,770	239,700	875,682	2,050,239
2060	444,087	603,155	239,700	914,041	2,200,983

Exhibit 3.1(e)
UConn Properties

Exhibit 3.1(e) - UConn Properties

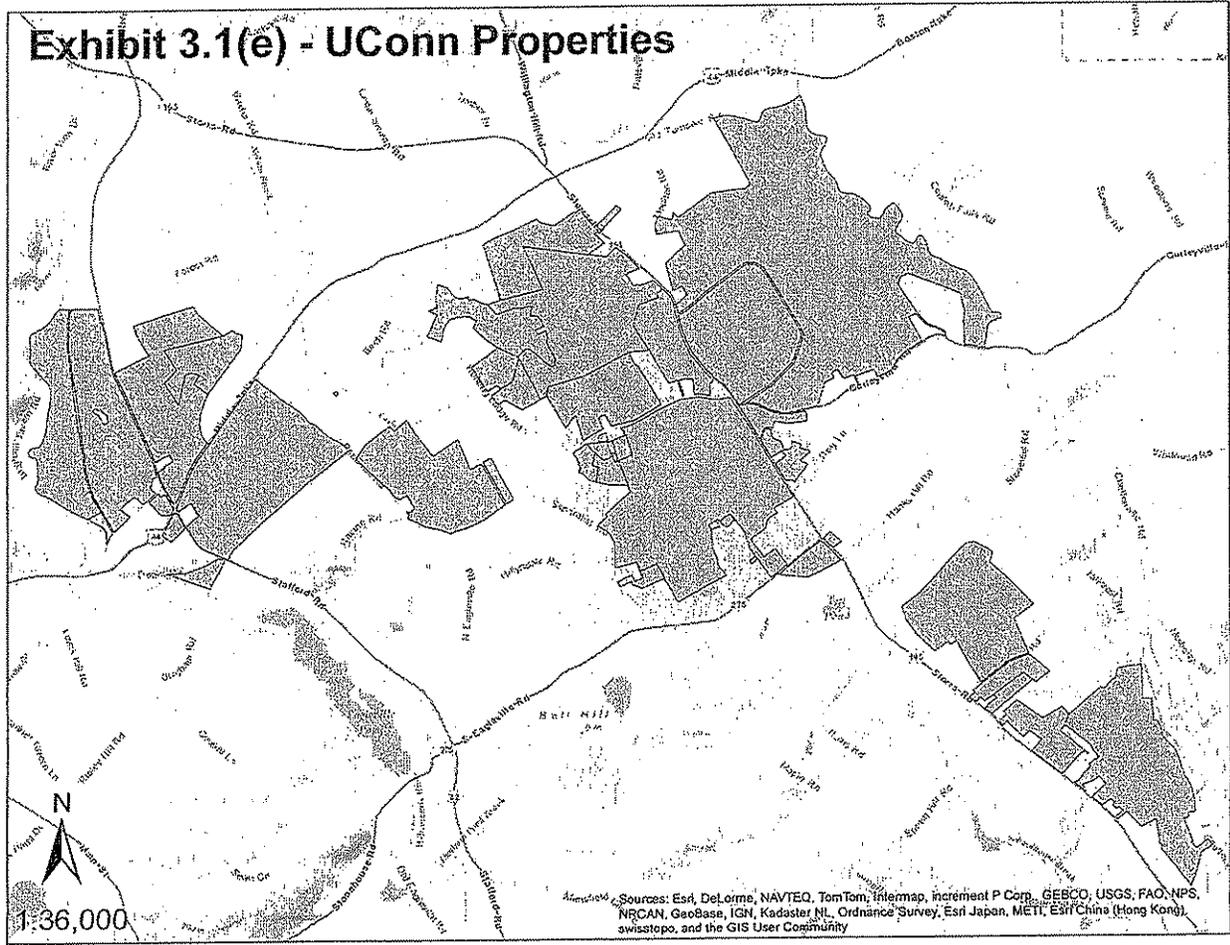


Exhibit 3.1(g)
Non-University On-Campus SICR Water Customers

Exhibit 3.1(i)
 Example Calculation of Net Volume

EXHIBIT 3-1(i)
Non-University On-Campus SICR Water Customers (2013)

Customer Name	Street Number	Street Name
Uconn Alumni Association	2348	Alumni Drive
Uconn Foundation	2390	Alumni Drive
Nathan Hale Inn	855	Bolton Road
Uconn Department of Residential Life	41	Horsbarn Hill Rd
Uconn Department of Residential Life	42	Horsbarn Hill Rd
Uconn Department of Residential Life	43	Horsbarn Hill Rd
CT Dept of Corrections Bergin Correctional Institution	251	Middle Tnpl
TRI- County ARC Inc	290	Middle Tnpl
Islamic Center of the University of Connecticut	28	N Eagleville Rd
St. Marks Episcopal Church	42	N Eagleville Rd
St Thomas Aquinas	46	N Eagleville Rd
Hillel	54	N Eagleville Rd
Private Residence	64	Spring Manor Ln
Private Residence	66	Spring Manor Ln
Uconn Department of Residential Life	86	Spring Manor Ln
Uconn Department of Residential Life	104	Spring Manor Ln
AT&T Services Inc	1298	Storrs Road
Uconn Dept of Student Activities - Depot Campus athletic field		Weaver Road

Exhibit 3.1(i) Example Calculation of Net Volume

Example #1 - CWC net usage is less than what is delivered:

(1) Water delivered at CWC Production Point	500,000 gallons		
(2) Total Volume of Water Received by CWC			
a) Metered off campus usage	100,000		
b) 10% adjustment for CWC nonrevenue water	10,000		
c) Amount sold to private entities at Tech Park	<u>50,000</u>		
	<u>-160,000 gallons</u>		
(3) Net Volume Water Delivered to UCONN	340,000 gallons @ SOIR Rate	\$3.615 =	\$1229.10
(4) Water Delivered to Private Entities in Tech Park	50,000 gals @ CWC New Customer Rate	\$5.464 =	<u>\$ 273.20</u>
	UCONN Bill		\$1502.30 Due

Example #2 - CWC net usage is more than what is delivered:

(1) Water delivered at CWC Production Point	200,000 gallons		
(2) Total Volume of Water Received by CWC			
a) Metered off campus usage	250,000		
b) 10% adjustment for CWC nonrevenue water	25,000		
c) Amount sold to private entities at Tech Park	50,000		
	<u>-325,000 gallons</u>		
(3) Net Volume Water Delivered to UCONN	-125,000 gallons @ SOIR Rate	\$3.615 =	(\$451.88) credit
(4) Water Delivered to Private Entities in Tech Park	50,000 gals @ CWC New Customer Rate	\$5.464 =	<u>\$ 273.20</u>
	UCONN Bill		\$178.67 Credit

Exhibit 3.2(a)(1) Sports Customer Rates
 Exhibit 3.2(a)(2) Existing Customers

Exhibit 3.2(a)

**Exhibit 3.2(a) Storrs Customer Rate
RATES AND CHARGES OF UCONN AS OF EFFECTIVE DATE OF AGREEMENT**

University of Connecticut
Water Rate Schedule
Effective as of Sept. 13, 2011

WATER CHARGES

Connection Charge	\$0
Domestic Water Use Metered Charge	\$3.05 per 100 cubic feet \$4.078 per 1000 gallons
Domestic Water Meter Fee	\$100 per year
Domestic Water Use Flat Rate ¹	\$340 per year

FIRE PROTECTION FLAT RATE:

Private Fire Charges

Connection Size	Annual Charge	Quarterly Charge
1"	\$ 16.10	\$ 6.2267
2"	\$ 84.36	\$ 23.2939
3"	\$ 239.46	\$ 62.0682
4"	\$ 506.97	\$ 128.9455
6"	\$1467.06	\$ 368.9671
8"	\$3123.01	\$ 782.9555
10"	\$5613.90	\$1405.6794
12"	\$9066.19	\$2268.7520

Public Fire Charges

	Quarterly Charge	Monthly Charge
Per Hydrant	\$60.00	\$20.00

¹ Domestic water use flat rate is reserved only for connections that do not have a water meter or a written agreement with Supplier. The Water Supply Rules and Regulations require that all connections have a water meter.

Miscellaneous Fees and Charges

Bulk water account activations	\$50
Bulk water commodity charge	Metered rate = \$3.05 per 100 cubic feet \$4.078 per 1000 gallons
Unauthorized hydrant use	\$200
Unauthorized water use	\$300
Curb box repairs – equipment required	\$300
Curb box repairs – hand dug	\$100
Cross connection notice fee	\$40

Special Charges

Service turn off (normal hours)	\$40
Service turn off (after hours)	\$60
Service turn on (normal hours)	\$40
Service turn on (after hours)	\$60
Service turn on- large meter < 2" (normal hours)	\$40
Service turn on- large meter < 2" (normal hours)	\$60
Service turn on at curb (normal hours)	\$40
Service turn on (after hours)	\$60
Service turn on – seasonal activation	\$20
Frozen meter charge	\$50
Frozen meter charge (after hours)	\$75

Collection Fees

Returned check fee	\$30
Late payment fee	1.5% per month ²

² The interest charges are applied at the time of billing and are applied to past due amounts only. Monthly customers would have a one-month interest charge applied at the time of billing and quarterly customers would have a three-month interest charge applied at the time of billing (3 times the monthly interest rate).

EXHIBIT 3.2(a)

EXISTING OFF-CAMPUS CUSTOMERS/COMPLEXES CURRENTLY SERVED AND BILLED BY UCONN (2013)

Street No.	Street Name/Complex Served	Street No.	Street Name/Complex Served	Street No.	Street Name/Complex Served
9	Charles Smith Way/US Post Office	88	Gurlyville Rd	87	Hunting Lodge Rd
101	Courtyard Ln/Courtyard Condominiums	8	Hanks Hill Rd/ Hanks Hill Mobil Home Park	97	Hunting Lodge Rd
85	Depot Rd/Regional School Dist. 19	3	Hillside Cir	101	Hunting Lodge Rd
50	Depot Road/Mansfield Discovery Depot	5	Hillside Cir	105	Hunting Lodge Rd
1	Dog Ln/Storrs Center	6	Hillside Cir	109	Hunting Lodge Rd
9	Dog Ln/Storrs Center	7	Hillside Cir	115	Hunting Lodge Rd
11	Dog Ln/Storrs Center	8	Hillside Cir	122	Hunting Lodge Rd
11	Dog Ln	9	Hillside Cir	125	Hunting Lodge Rd
18	Dog Ln/UCPEA	10	Hillside Cir	131	Hunting Lodge Rd
48	Dog Ln	15	Hillside Cir	132	Hunting Lodge Rd
56	Dog Ln	17	Hillside Cir	134	Hunting Lodge Rd
1	Eastwood Rd	18	Hillside Cir	135	Hunting Lodge Rd
2	Eastwood Rd	19	Hillside Cir	146	Hunting Lodge Rd
3	Eastwood Rd	20	Hillside Cir	153	Hunting Lodge Rd
4	Eastwood Rd	21	Hillside Cir	156	Hunting Lodge Rd
5	Eastwood Rd	22	Hillside Cir	163	Hunting Lodge Rd
6	Eastwood Rd	23	Hillside Cir	180	Hunting Lodge Rd
7	Eastwood Rd	25	Hillside Cir	16	King Hill Rd
8	Eastwood Rd	11	Hunting Lodge Rd	28	King Hill Rd
9	Eastwood Rd	15	Hunting Lodge Rd	10	Meadowood Rd
10	Eastwood Rd	16	Hunting Lodge Rd	11	Meadowood Rd
11	Eastwood Rd	22	Hunting Lodge Rd	21	Meadowood Rd
12	Eastwood Rd	23	Hunting Lodge Rd	28	Meadowood Rd
13	Eastwood Rd	27	Hunting Lodge Rd	290	Middle TnPk
14	Eastwood Rd	28	Hunting Lodge Rd	4	Moulton Rd
15	Eastwood Rd	34	Hunting Lodge Rd		
16	Eastwood Rd	43	Hunting Lodge Rd		
17	Eastwood Rd	57	Hunting Lodge Rd		
18	Eastwood Rd	80	Hunting Lodge Rd		
19	Eastwood Rd	81	Hunting Lodge Rd		
20	Eastwood Rd				
22	Eastwood Rd				

EXHIBIT 3.2(a)(2)

EXISTING OFF-CAMPUS CUSTOMER ADDRESSES/COMPLEXES CURRENTLY SERVED AND BILLED BY UCONN

Street No.	Street Name/Complex Served	Street No.	Street Name/Complex Served	Street No.	Street Name/Complex Served
9	Charles Smith Way/US Post Office	88	Gurlyville Rd	87	Hunting Lodge Rd
101	Courtyard Ln/Courtyard Condominiums	8	Hanks Hill Rd/ Hanks Hill Mobil Home Park	97	Hunting Lodge Rd
85	Depot Rd/Regional School Dist. 19	3	Hillside Cir	101	Hunting Lodge Rd
50	Depot Road/Mansfield Discovery Depot	5	Hillside Cir	105	Hunting Lodge Rd
1	Dog Ln/Storrs Center	6	Hillside Cir	109	Hunting Lodge Rd
9	Dog Ln/Storrs Center	7	Hillside Cir	115	Hunting Lodge Rd
11	Dog Ln/Storrs Center	8	Hillside Cir	122	Hunting Lodge Rd
11	Dog Ln	9	Hillside Cir	125	Hunting Lodge Rd
18	Dog Ln/UCPEA	10	Hillside Cir	131	Hunting Lodge Rd
48	Dog Ln	15	Hillside Cir	132	Hunting Lodge Rd
56	Dog Ln	17	Hillside Cir	134	Hunting Lodge Rd
1	Eastwood Rd	18	Hillside Cir	135	Hunting Lodge Rd
2	Eastwood Rd	19	Hillside Cir	146	Hunting Lodge Rd
3	Eastwood Rd	20	Hillside Cir	153	Hunting Lodge Rd
4	Eastwood Rd	21	Hillside Cir	156	Hunting Lodge Rd
5	Eastwood Rd	22	Hillside Cir	163	Hunting Lodge Rd
6	Eastwood Rd	23	Hillside Cir	180	Hunting Lodge Rd
7	Eastwood Rd	25	Hillside Cir	16	King Hill Rd
8	Eastwood Rd	11	Hunting Lodge Rd	28	King Hill Rd
9	Eastwood Rd	15	Hunting Lodge Rd	10	Meadowood Rd
10	Eastwood Rd	16	Hunting Lodge Rd	11	Meadowood Rd
11	Eastwood Rd	22	Hunting Lodge Rd	21	Meadowood Rd
12	Eastwood Rd	23	Hunting Lodge Rd	28	Meadowood Rd
13	Eastwood Rd	27	Hunting Lodge Rd	290	Middle TnPk
14	Eastwood Rd	28	Hunting Lodge Rd	4	Moulton Rd
15	Eastwood Rd	34	Hunting Lodge Rd		
16	Eastwood Rd	43	Hunting Lodge Rd		
17	Eastwood Rd	57	Hunting Lodge Rd		
18	Eastwood Rd	80	Hunting Lodge Rd		
19	Eastwood Rd	81	Hunting Lodge Rd		
20	Eastwood Rd				
22	Eastwood Rd				

EXHIBIT 3.3(a)(2)

EXISTING OFF-CAMPUS CUSTOMER ADDRESSES/COMPLEXES CURRENTLY SERVED AND BILLED BY UCOWN

125	N Eagleville Rd	1254	Stafford Rd	18	Westwood Rd
134	N Eagleville Rd/College Square	1279	Stafford Rd	19	Westwood Rd
153	N Eagleville Rd (48 King Hill Rd)	1281	Stafford Rd	23	Westwood Rd
188	N Eagleville Rd	1286	Stafford Rd	24	Willowbrook Rd
194	N Eagleville Rd	1289	Stafford Rd	25	Willowbrook Rd
197	N Eagleville Rd	1308	Stafford Rd	28	Willowbrook Rd
202	N Eagleville Rd	1340	Stafford Rd	31	Willowbrook Rd
203	N Eagleville Rd	1204	Stors Rd/Stors Commons	34	Willowbrook Rd
204	N Eagleville Rd	1232	Stors Rd/University Plaza	39	Willowbrook Rd
207	N Eagleville Rd	1235	Stors Rd/EO Smith High School	47	Willowbrook Rd
208	N Eagleville rd	1244	Stors Rd	52	Willowbrook Rd
213	N Eagleville rd	1310	Stors Rd	57	Willowbrook Rd
219	N Eagleville Rd	1332	Stors Rd	58	Willowbrook Rd
	Northwood Rd/Uconn: Northwood Apartments	100	Warren Road/Mansfield Cirfor Nursing & Rehab.	64	Willowbrook Rd
19	Oak Hill Rd	1	Westwood Rd	67	Willowbrook Rd
28	Oak Hill Rd	2	Westwood Rd	76	Willowbrook Rd
32	Oak Hill Rd	4	Westwood Rd	82	Willowbrook Rd
33	Oak Hill Rd	5	Westwood Rd	85	Willowbrook Rd
37	Old Colony Rd	6	Westwood Rd		Wrights Way/Wrights Village
38	Old Colony Rd	7	Westwood Rd		Zygmunt Dr./Holinko Estates
1	Penner Pl./Celeron Square	8	Westwood Rd		
1	Royce Circle/Stors Center	9	Westwood Rd		
1	S Eagleville Road/Mansfield Apartments	10	Westwood Rd		
4	S Eagleville Rd/Audry Beck Municipal Bldg	11	Westwood Rd		
10	S Eagleville Rd/Mansfield Community Ctr	12	Westwood Rd		
222	Separatist Rd	13	Westwood Rd		
1	Silo Circle/Glen Ridge	14	Westwood Rd		
1	Silo Road/Juniper Hills	15	Westwood Rd		
1208	Stafford Rd	16	Westwood Rd		
1250	Stafford Rd	17	Westwood Rd		

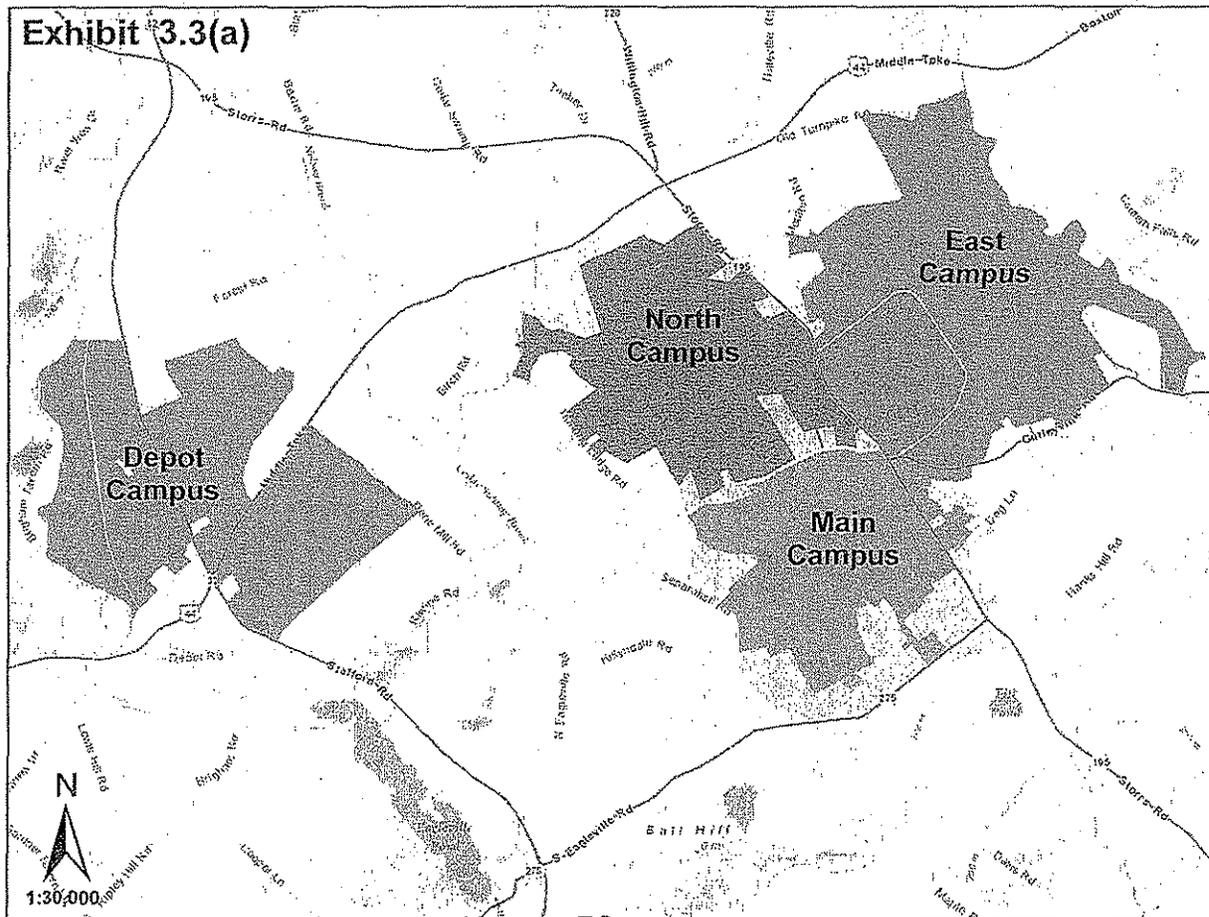
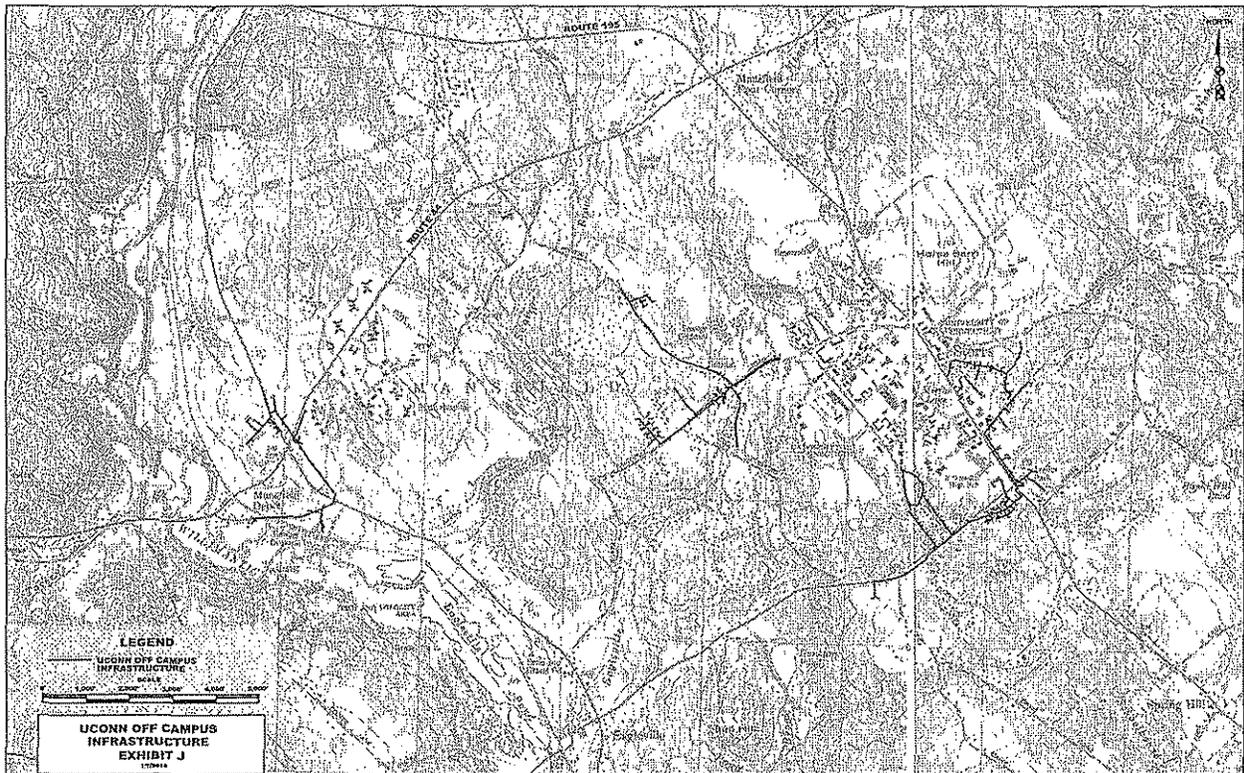
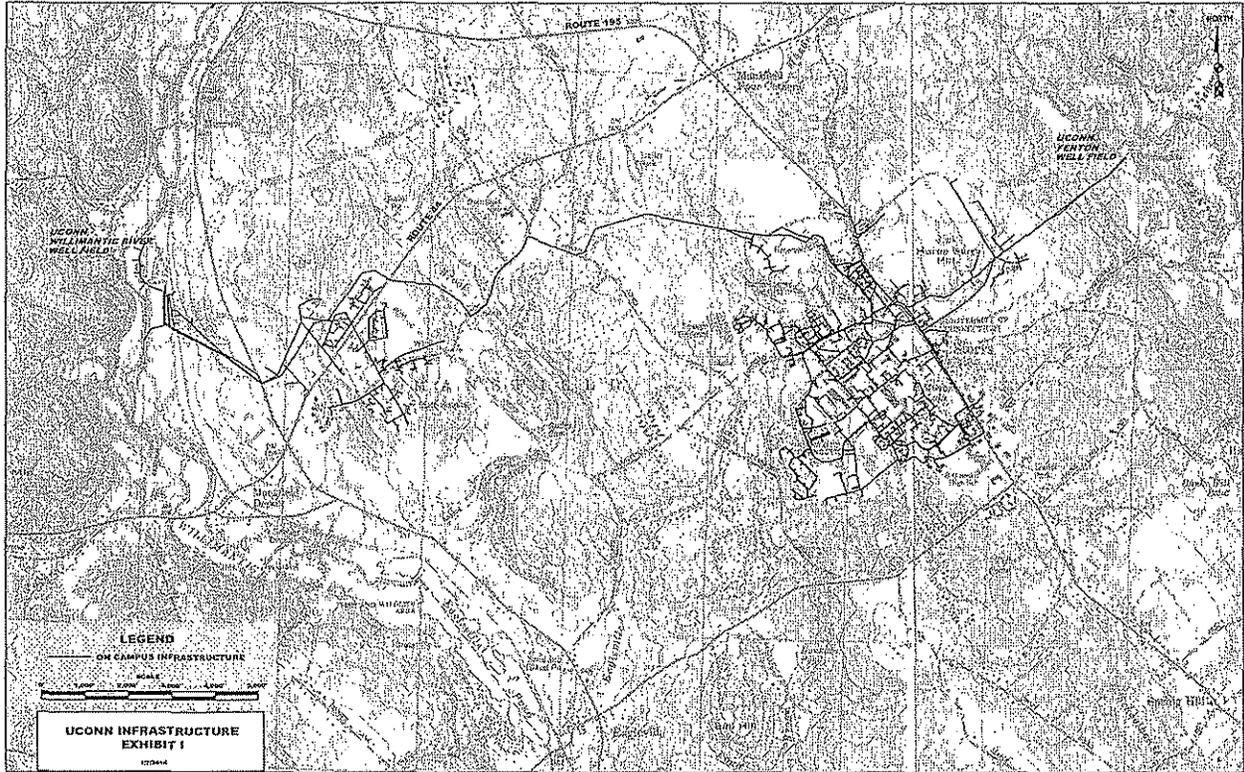


Exhibit 6.1
UConn Off-Campus Infrastructure Depreciation Schedule

Exhibit 6.1 UConn Off-Campus Infrastructure Depreciation Schedule

DISTRIBUTION SYSTEM						
<i>Main Campus</i>						
Description	Construction	Diameter	Length	Year Installed	Year Fully Devalued	
No. Eagleville Road	DI	10"	1,290 ft	1985	2045	
No. Eagleville Road	DI	10"	2,720 ft	2000	2060	
No. Eagleville Road	CI	6"	3,510 ft	1920s	1980s	
Northwood Road (University land)	DI	6"	740 ft	2002	2062	
Hunting Lodge Road	DI	8"	3,850 ft	1991	2051	
Hunting Lodge Road	DI	6"	1,560 ft	1991	2051	
Meadowood Road	DI	10"7	870 ft	2003	2063	
<i>Hillside Circle</i>						
Hillside Circle	Transite	8"	2,130 ft	1999	1999	
Eastwood Road	CI	8"	1,160 ft	1952	2012	
Westwood Road	CI	8"	1,250 ft	1952	2012	
<i>Willowbrook Road</i>						
Willowbrook Road	CI	6"	2,200 ft	1920s-1930s	1980s-1990s	
Willowbrook Road	DI	4"	210 ft	2005	2065	
<i>Rt. 195/Startz Road</i>						
Rt. 195/Startz Road	CI	8"	1,260 ft	2012	2072	
South Eagleville Road	CI	8"	4,510 ft	1950	2010	
Service to Post Office (in road)	DI	8"	500 ft	1975	2035	
Dog Lane	DI	12"	900 ft	2012	2072	
Royce Circle/Wilbur Cross Way	DI	12"	1540 ft	2013	2073	
Royce Circle	DI	12"	280 ft	2012	2072	
Bolton Road Extension	DI	12"	160 ft	2010	2070	
		subtotal	30,140 ft			
		subtotal	5.7 mi			
<i>Depot Campus</i>						
Rt. 32/Stafford Road (cross country)	CI	8"	650 ft	Unknown, <1953	fully devalued	
Rt. 32/Stafford Road (cross country)	DI	8"	1540 ft	1989	2049	
Depot Road (cross country)	DI	8"	1020 ft	1989	2049	
Depot Road	DI	8"	1200 ft	2007	2067	
Old Colony Road	CI	6"	430 ft	Unknown, <1953	fully devalued	
Old Colony Road	CI	4"	530 ft	Unknown, <1953	fully devalued	
		subtotal	5370 ft			
		subtotal	1.0 mi			
		total	6.7 mi			

DI = ductile iron
CI = cast iron



**TOWN OF MANSFIELD
DEPARTMENT OF PLANNING AND DEVELOPMENT**

LINDA M. PAINTER, AICP, DIRECTOR

Memo to: Conservation Commission
From: Linda M. Painter, AICP, Director of Planning and Development
Date: January 6, 2014
Subject: Draft Definitive Agreement between Town and Connecticut Water Company

In August 2013 the Committee provided a series of comments to the Town Council with regard to issues that should be considered as part of an agreement with the Connecticut Water Company. Subsequent to receipt of those comments, the Town Council approved a non-binding Letter of Intent with CWC that set the framework for negotiation of a Definitive Agreement.

In December 2013, CWC and Town staff presented a draft of a Definitive Agreement to the Council for review (hereinafter the "Agreement"). The Council has referred the Agreement to each of the committees that provided feedback last fall and requested that comments on the Agreement be submitted to the Council by January 13, 2014. A copy of the full Agreement, including Exhibits, can be found on the Town's website (http://www.mansfieldct.gov/filestorage/1904/5366/5402/water_agreement_draft.pdf).

To assist the Commission in its review, I have identified provisions in the Agreement that respond to comments provided by the Commission. The original comment is shown in *italicized text*; a summary of the Agreement provisions is shown in regular text, and in certain areas, emphasis has been added through **bold text** to call attention to specific sections of provisions that address Commission comments/concerns.

- *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.*

Section 2.1 of the Agreement addresses water supply service. Section 2.1(a) specifies that "Subject to the terms and condition of this Agreement, beginning on the Completion Date, CWC shall have and agrees to sell and supply to Customers in Mansfield on a 24-hour per day and 365 day per year basis **all Potable Water required to meet their demands**. CWC shall fulfill its obligation set forth in this Section in strict conformance with the Law."

Furthermore, Section 3.2 addresses water supply planning and information sharing:

- Section 3.2(a): The Parties agree to cooperate in the timely exchange of reasonably available information including projected water supply and demand data, and related operations

information to facilitate required water supply planning efforts, and to minimize over-estimation or under-estimation of infrastructure capacity needs by either Party.

- o Section 3.2(b): The Parties agree to reasonably cooperate to provide information to facilitate the periodic revision of water supply plans, to give timely notice and information concerning anticipated capital projects likely to affect water supply or demand volumes, and to timely provide other information regarding identified changes to the water supply or demand characteristics that may affect the operations that are the subject of this Agreement.

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 PZC in its September 2013 comments to the Council acknowledged its intent to amend the Town Plan of Conservation and Development and Zoning/Subdivision Regulations to address growth management concerns related to water. In their comments, the PZC also acknowledged a willingness to consider a moratorium if needed.

With respect to development controls in the Agreement itself, provisions related to approval of service connections and main extensions are provided:

- o Section 2.2(a): CWC shall not permit any customer connections to the System that would violate any connection restriction set forth in the ROD (Record of Decision) except as ordered or directed by PURA pursuant to C.G.S. Section 16-20 and with timely notice of initiation of such PURA proceeding being given by CWC to the Connecticut Office of Policy and Management, UConn and the Town.
- o Section 2.2(b): CWC shall notify an applicant, upon request, of the availability of water supply but shall not permit any connection to the CWC System unless the New Customer to be served by such connection first obtains any required Government Approvals.
- o Section 2.2(c): CWC shall notify the Town Director of Planning and Development of any Person seeking to connect to the System and shall allow the connections as authorized by this Agreement.
 - Section 2.2(c)(i): Connection to the CWC System in Mansfield for properties that do not require a main extension shall be permitted, where such uses are consistent with zoning regulations in effect at the time of the request, after providing notice to the Director of Planning and Development, and the applicant has demonstrated that any required local approvals for building or public health or as otherwise required are secured.
 - Section 2.2 (c)(ii): Connection to the system for properties that do not require a main extension shall be permitted to allow for the existing use of properties, after providing notice to the Director of Planning and Development.
 - Section 2.2(c)(iii): Connections to the CWC System in Mansfield, whether a new use or change to existing use that require a change in zoning or approval by a local land use commission shall be permitted after (a) providing notice to the Director of Planning and Development; (b)

allowing for review by the Advisory Group, and (c) demonstration by the applicant that all required approvals are secured.

- Section 2.2(c)(iv): Any extension of the CWC system in Mansfield after the Completion Date shall be undertaken in consultation with the Advisory Board established pursuant to Section 9.5 hereof and permitted if the applicant has demonstrated to CWC that all required approvals have been secured and such extension complies with the CWC Main Extension Agreement as applicable.

- *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.*

At the last meeting of the UCONN Water and Wastewater Advisory Committee meeting, I asked Tom Callahan to clarify his comment regarding 'normalization of the development process.' His use of the term 'normalization' was intended to reflect the removal of UCONN from the Town's development review process as it pertains to providing public water supply for proposed development projects. Currently, applicants for new projects need to demonstrate adequate infrastructure (water and wastewater) before they can submit an application to the Planning and Zoning Commission for review on the merits of the project as a whole. Since UCONN has not been able to provide water capacity for new projects, the university has ended up playing a defacto role in the development process. Under the new agreement, UCONN will no longer be responsible for providing public water to off-campus properties, resulting in their removal from the development process of off-campus properties except for projects requesting sewer connections.

Lastly, the Town retained the firm of Panone, Lopes, Deveraux and West to represent the Town during this process due to their experience with water utilities. Bruce Tobey of PLDW has drafted the proposed Agreement with CWC, researched relevant state law and reviewed the UCONN agreement to ensure that the Town's interests are protected.

- *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).

Section 3.1 establishes the rate structure for existing and future customers:

- (a) Customers served by UConn after the Effective Date of this Agreement shall continue to be served by and billed by UConn until the Completion Date.
- (b) As of the Completion Date all Existing Customers, including any Town Facilities and fire hydrants, shall become direct customers of CWC and shall be charged the Storrs Customer Rate by CWC. After the Completion Date, the Storrs Customer Rate shall be subject to adjustment by the same dollar amount change approved by PURA for similarly defined categories of CWC customers.
- (b) After the Completion Date, all Billed Customers that are not Existing Customers shall be direct customers of CWC ("New Customers") and shall be charged by CWC at a rate equal to the rates and charges as approved by PURA for similarly defined categories of CWC customers as may be amended from time to time subject to PURA approval.
- (c) Notwithstanding Section 3.1(b), any Public Facility that qualifies as a New Customer shall be charged by CWC at a rate equal to the Public Authority rates and charges as approved by PURA for similarly defined categories of customers. The Town shall be charged the PURA approved CWC Fire Protection Charges for any fire hydrants in service after the Completion Date.
- (d) Customers in Mansfield, including any Public Facility, shall be subject to applicable PURA approved surcharges or surcredits at the same percentage basis as other CWC customers.
- (e) Customers shall pay PURA-approved rates and charges, including any applicable surcharges for the Potable Water received by the Customer. Customers, including the Town, shall not be subject to any form of "take or pay" charges.

Additionally, Section 5.4 addresses infrastructure development costs: : "CWC shall be solely responsible for all fees, capital costs and expenses related to the performance of the Capital Improvements obligations under the terms of this Agreement except the UCONN Campus Spur without imposing an assessment on the Town or any Customer in Mansfield for the construction of that infrastructure. The Town shall be solely responsible for its own legal and professional costs and expenses related to its opportunity for review of System Improvements under this Section 5."

- *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.*

These questions relate to UCONN's operation of its wellfields and are not the subject of the Agreement between the Town and CWC.

- *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).*

See response above regarding development controls.

- *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.*

This recommendation relates to the Record of Decision which was approved in fall 2013. The Town continues to work with the University to implement the Eagleville Brook TMDL.

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

No response needed.

- *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.*

Section 9.4 of the Agreement addresses the creation of an Advisory Committee:

CWC shall commit to the establishment of a Water System Advisory Committee ("Advisory Committee") to provide local input and ensure communication and collaboration relating to the water system.

**TOWN OF MANSFIELD
DEPARTMENT OF PLANNING AND DEVELOPMENT**

LINDA M. PAINTER, AICP, DIRECTOR

Memo to: Four Corners Sewer and Water Advisory Committee
From: Linda M. Painter, AICP, Director of Planning and Development
Date: January 6, 2014
Subject: Draft Definitive Agreement between Town and Connecticut Water Company

In August 2013 the Committee provided a series of comments to the Town Council with regard to issues that should be considered as part of an agreement with the Connecticut Water Company. Subsequent to receipt of those comments, the Town Council approved a non-binding Letter of Intent with CWC that set the framework for negotiation of a Definitive Agreement.

In December 2013, CWC and Town staff presented a draft of a Definitive Agreement to the Council for review (hereinafter the "Agreement"). The Council has referred the Agreement to each of the committees that provided feedback last fall and requested that comments on the Agreement be submitted to the Council by January 13, 2014. A copy of the full Agreement, including Exhibits, can be found on the Town's website (http://www.mansfieldct.gov/filestorage/1904/5366/5402/water_agreement_draft.pdf).

To assist the Committee in its review, I have identified provisions in the Agreement that respond to comments provided by the Committee. The original comment is shown in *italicized text*; a summary of the Agreement provisions is shown in regular text, and in certain areas, emphasis has been added through **bold text** to call attention to specific sections of provisions that address Commission comments/concerns.

- **Recommended Route.** *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.

Exhibit A to the Agreement identifies the route. A 16" water transmission main will be constructed along Route 195 from Tolland to a location near the intersection of Route 195 and Moulton Road, where a connection will be made to the UCONN water tanks. Additionally, CWC will be constructing a smaller 12" water transmission main on Route 44 between the intersection of Route 195 and the entrance to the Rolling Hills (Jensen's) mobile home community.

While the proposed route does not use the proposed North Hillside Road extension as the connection to the UCONN system, the Four Corners area will still be served by the transmission main extended west from the intersection of Routes 195 and 44.

- **Coordination with Sewer System Construction.** *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.*

Section 5.7 addresses coordination with sewer system construction: “The Parties agree to use Reasonable Efforts to coordinate the planning and timing of new water main construction with sewer installation or other Town road work planned for the same area.”

- **University Service Area.** *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.*

As the Agreement is between the Town and CWC, this issue is not addressed. However, Section 3.1(h) of the UCONN agreement executed in December 2013 addresses extension of service to future property acquisitions that are not adjacent to campus: “Upon UConn’s request, and notwithstanding any condition precedent to connection which CWC is otherwise obligated by the Town of Mansfield to satisfy in the case of other non-UCONN customers, CWC shall make Reasonable Efforts to connect and supply Potable Water to those off-campus UCONN facilities acquired by UCONN after the date of this Agreement that do not abut the UConn campus at the time of acquisition, provided that: i) a water service connection to such facilities is consistent with the state plan of conservation and development prepared pursuant to C.G.S. Section 16a-24 et seq., and ii) such connection conforms to PURA regulations for the extension of water mains and CWC’s PURA approved Main Extension Agreement. Water supplied to such properties by CWC shall be subject to the CWC Public Authority rate and not the SICR.”

- **Water Allocation.** *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.*

Section 2.1 of the Agreement addresses water supply service. Section 2.1(a) specifies that “Subject to the terms and condition of this Agreement, beginning on the Completion Date, CWC shall have and agrees to sell and supply to Customers in Mansfield on a 24 hour per day and 365 day per year basis **all Potable Water required to meet their demands.** CWC shall fulfill its obligation set forth in this Section in strict conformance with the Law.”

Furthermore, Section 3.2 addresses water supply planning and information sharing:

- Section 3.2(a): The Parties agree to cooperate in the timely exchange of reasonably available information including projected water supply and demand data, and related operations information to facilitate required water supply planning efforts, and to minimize over-estimation or under-estimation of infrastructure capacity needs by either Party.
- Section 3.2(b): The Parties agree to reasonably cooperate to provide information to facilitate the periodic revision of water supply plans, to give timely notice and information concerning anticipated capital projects likely to affect water supply or demand volumes, and to timely provide other information regarding identified changes to the water supply or demand characteristics that may affect the operations that are the subject of this Agreement.

- **University Water Supply.** *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.*

As the Agreement is only between the Town and CWC, there are no provisions related to use of the University Water Supply. However, the UCONN Agreement clearly states within the recitals that the University is seeking a supplementary source of water. The UCONN Agreement does not specify whether the CWC supply will be used during low stream-flow periods.

- **Financing.** *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.*

Section 5.4 of the Agreement addresses Infrastructure Development Costs: “CWC shall be solely responsible for all fees, capital costs and expenses related to the performance of the Capital Improvements obligations under the terms of this Agreement except the UCONN Campus Spur without imposing an assessment on the Town or any Customer in Mansfield for the construction of that infrastructure. The Town shall be solely responsible for its own legal and professional costs and expenses related to its opportunity for review of System Improvements under this Section 5.”

As noted under the proposed route, the project includes the bulk of the Four Corners area.

- **Local Land Use and Tax Policy.** *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.*

This issue is not related to the draft Agreement; however, it remains relevant and could be resubmitted to the Council.

- **Water Service Area.** *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.*

While the Agreement does not identify a specific service area, it does include provisions related to approval of service connections and main extensions:

- Section 2.2(a): CWC shall not permit any customer connections to the System that would violate any connection restriction set forth in the ROD (Record of Decision) except as ordered or directed by PURA pursuant to C.G.S. Section 16-20 and with timely notice of initiation of such PURA proceeding being given by CWC to the Connecticut Office of Policy and Management, UConn and the Town.
- Section 2.2(b): CWC shall notify an applicant, upon request, of the availability of water supply but shall not permit any connection to the CWC System unless the New Customer to be served by such connection first obtains any required Government Approvals.
- Section 2.2(c): CWC shall notify the Town Director of Planning and Development of any Person seeking to connect to the System and shall allow the connections as authorized by this Agreement.
 - Section 2.2(c)(i): Connection to the CWC System in Mansfield for properties that do not require a main extension shall be permitted, where such uses are consistent with zoning regulations in effect at the time of the request, after providing notice to the Director of Planning and Development, and the applicant has demonstrated that any required local approvals for building or public health or as otherwise required are secured.
 - Section 2.2 (c)(ii): Connection to the system for properties that do not require a main extension shall be permitted to allow for the existing use of properties, after providing notice to the Director of Planning and Development.
 - Section 2.2(c)(iii): Connections to the CWC System in Mansfield, whether a new use or change to existing use that require a change in zoning or approval by a local land use commission shall be permitted after (a) providing notice to the Director of Planning and Development; (b) allowing for review by the Advisory Group, and (c) demonstration by the applicant that all required approvals are secured.
 - Section 2.2(c)(iv): Any extension of the CWC system in Mansfield after the Completion Date shall be undertaken in consultation with the Advisory Board established pursuant to Section 9.5 hereof and permitted if the applicant has demonstrated to CWC that all required approvals have been secured and such extension complies with the CWC Main Extension Agreement as applicable.
- **CWC 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.*

Section 9.4 addresses the creation of an Advisory Committee:

CWC shall commit to the establishment of a Water System Advisory Committee (“Advisory Committee”) to provide local input and ensure communication and collaboration relating to the water system.

- (a) The Advisory Committee shall be comprised of representatives of the Town, UConn, local health officials, representatives of adjacent towns including Coventry, Tolland and Windham, and other stakeholders as agreed upon by the Parties to this Agreement.
 - (b) The Advisory Committee shall advise CWC in connection with the supply of Potable Water and the operation, expansion and integration of the CWC System. The Advisory Committee shall provide information regarding plans and regulations of local land use commissions, consistency of proposals with the Plan of Conservation and Development, and future water supply needs that should be considered in the CWC Water Supply Plan.
 - (c) The Advisory Committee shall also make recommendations of best management practices, including but not limited to water conservation programs, and CWC shall work cooperatively with the Advisory Committee in the implementation thereof.
 - (d) The Committee shall serve in an advisory role and shall not approve or deny specific projects or otherwise limit CWC’s ability to perform their obligations under the Agreement with the Town or the University or to comply with other statutes or regulations.
 - (e) The Parties shall establish the Advisory Committee with provisions governing membership and identifying the stakeholders to be represented through a Memorandum of Agreement to be completed and executed within one hundred and twenty (120) days from the execution of this Agreement.
- ***Other Commission/Committee Recommendations.*** *The Committee endorses the recommendations of the PZC with regard to development controls and coordination, as well as the recommendations of the Sustainability Committee with regard to use of Best Management Practices and water conservation/efficiency.*

The provisions listed above related to service connections and extensions respond to the development control concerns identified by the PZC. With regard to Best Management Practices, Section 9.5 of the Agreement specifies specific BMPs that have been agreed to in addition to any recommendations of the Advisory Committee:

- Section 9.5(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 to reduce water use consistent with the CWC Emergency Contingency Plan.
- Section 9.5(b): CWC shall support and assist the Town in implementing any zoning, wetland and other similar development plans to mitigate development pressures in areas identified by the Town and consistent with the ROD, provided that such support and assistance can be harmonized with CWC’s obligation under C.G.S. §16-20.

**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: January 2, 2014
Subject: Draft Definitive Agreement between Town and Connecticut Water Company

In September 2013 the Commission provided a series of comments to the Town Council with regard to issues that should be considered as part of an agreement with the Connecticut Water Company. Subsequent to receipt of those comments, the Town Council approved a non-binding Letter of Intent with CWC that set the framework for negotiation of a Definitive Agreement.

In December 2013, CWC and Town staff presented a draft of a Definitive Agreement to the Council for review (hereinafter the "Agreement"). The Council has referred the Agreement to each of the committees that provided feedback last fall and requested that comments on the Agreement be submitted to the Council by January 13, 2014. A copy of the full Agreement, including Exhibits, can be found on the Town's website (http://www.mansfieldct.gov/filestorage/1904/5366/5402/water_agreement_draft.pdf).

To assist the Commission in its review, I have identified provisions in the Agreement that respond to comments provided by the Commission. The original comment is shown in *italicized text*; a summary of the Agreement provisions is shown in regular text, and in certain areas, emphasis has been added through **bold text** to call attention to specific sections of provisions that address Commission comments/concerns.

- **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.

Exhibit A to the Agreement identifies the route. A 16" water transmission main will be constructed along Route 195 from Tolland to a location near the intersection of Route 195 and Moulton Road, where a connection will be made to the UCONN water tanks. Additionally, CWC will be constructing a smaller 12" water transmission main on Route 44 between the intersection of Route 195 and the entrance to the Rolling Hills (Jensen's) mobile home community.

While the proposed route does not use the proposed North Hillside Road extension as the connection to the UCONN system, the Four Corners area will still be served by the transmission main extended west from the intersection of Routes 195 and 44.

- **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.*

Section 2.2 of the Agreement addresses the approval process for connections to the system as well as system extensions:

- Section 2.2(a): CWC shall not permit any customer connections to the System that would violate any connection restriction set forth in the ROD (Record of Decision) except as ordered or directed by PURA pursuant to C.G.S. Section 16-20 and with timely notice of initiation of such PURA proceeding being given by CWC to the Connecticut Office of Policy and Management, UConn and the Town.
- Section 2.2(b): CWC shall notify an applicant, upon request, of the availability of water supply but shall not permit any connection to the CWC System unless the New Customer to be served by such connection first obtains any required Government Approvals.
- Section 2.2(c): CWC shall notify the Town Director of Planning and Development of any Person seeking to connect to the System and shall allow the connections as authorized by this Agreement.
 - Section 2.2(c)(i): Connection to the CWC System in Mansfield for properties that do not require a main extension shall be permitted, where such uses are consistent with zoning regulations in effect at the time of the request, after providing notice to the Director of Planning and Development, and the applicant has demonstrated that any required local approvals for building or public health or as otherwise required are secured.
 - Section 2.2 (c)(ii): Connection to the system for properties that do not require a main extension shall be permitted to allow for the existing use of properties, after providing notice to the Director of Planning and Development.
 - Section 2.2(c)(iii): Connections to the CWC System in Mansfield, whether a new use or change to existing use that require a change in zoning or approval by a local land use commission shall be permitted after (a) providing notice to the Director of Planning and Development; (b) allowing for review by the Advisory Group, and (c) demonstration by the applicant that all required approvals are secured.
 - Section 2.2(c)(iv): Any extension of the CWC system in Mansfield after the Completion Date shall be undertaken in consultation with the Advisory Board established pursuant to Section 9.5 hereof and permitted if the applicant has demonstrated to CWC that all required approvals have been secured and such extension complies with the CWC Main Extension Agreement as applicable.

- **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.*

As noted above, the Agreement contains specific provisions requiring applicants for new uses or changes to existing uses that require local land use approvals to obtain such approvals before a connection would be permitted. As such, any new regulations adopted by the Commission would control the ability of new uses to connect to the system.

- **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.*

Section 2.1 of the Agreement addresses water supply service. Section 2.1(a) specifies that "Subject to the terms and condition of this Agreement, beginning on the Completion Date, CWC shall have and agrees to sell and supply to Customers in Mansfield on a 24 hour per day and 365 day per year basis **all Potable Water required to meet their demands.** CWC shall fulfill its obligation set forth in this Section in strict conformance with the Law."

Furthermore, Section 3.2 addresses water supply planning and information sharing:

- Section 3.2(a): The Parties agree to cooperate in the timely exchange of reasonably available information including projected water supply and demand data, and related operations information to facilitate required water supply planning efforts, and to minimize over-estimation or under-estimation of infrastructure capacity needs by either Party.
- Section 3.2(b): The Parties agree to reasonably cooperate to provide information to facilitate the periodic revision of water supply plans, to give timely notice and information concerning anticipated capital projects likely to affect water supply or demand volumes, and to timely provide other information regarding identified changes to the water supply or demand characteristics that may affect the operations that are the subject of this Agreement.

- **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.

Section 5 addresses Capital Improvements and System Development including the following provisions specific to coordination with the Town on design and construction issues:

- Section 5.3 Right of Review and Approval: The Town, its employees, agents, representatives and contractors (which may be selected in the Town's sole discretion) shall have the right, but no 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 design, standards and conditions outlined in the ROD, provided that any such Town review and approval shall not be unreasonably delayed or withheld, and provided further that the Town will timely advise CWC if the Town intends not to undertake such review and/or such approval process.
 - Section 5.5 Easement and Rights of Way: CWC shall be solely responsible, at its cost and expense, for obtaining and maintaining all easements, rights-of-way or other access and entry authorizations required for CWC to perform its System Improvement obligations under this Agreement. The Town shall grant CWC such easements at no cost as are reasonably necessary for CWC to perform its obligations under this Agreement at locations accessed through land owned by the Town.
 - Section 5.6 Construction Activities Review and Meetings: The Town shall have the right but no obligation to observe and inspect all construction, start-up, inspection and testing activities related to the System Improvements at any reasonable time to confirm CWC's compliance with this Agreement. The Parties agree to establish a mutually acceptable schedule no less frequently than monthly for CWC to present progress reports to the Town. CWC shall reasonably address any good faith comments or concerns presented orally by the Town in the course of Town observation periods, inspections, progress report meetings, or in writing from the Town to CWC at any time.
- **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.*

Section 5.7 addresses coordination with sewer system construction: "The Parties agree to use Reasonable Efforts to coordinate the planning and timing of new water main construction with sewer installation or other Town road work planned for the same area."

- **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.

While installation of hydrants is not specifically mentioned, it is anticipated that the location of fire hydrants will be determined as part of the design and construction coordination process outlined above. The Agreement does contain a definition of "Fire Protection Charges."

SUMMARY/RECOMMENDATION

If the Commission is satisfied that the Agreement has adequately responded to the concerns outlined by the Commission in the fall of 2013, the following motion would be in order:

_____ MOVES, _____ seconds to authorize the Chair to report to the Town Council that the terms contained in the draft Definitive Agreement between Connecticut Water Company and the Town of Mansfield sufficiently address the concerns raised by the Commission in its September 2013 memo.

Alternatively, if the Commission feels that changes to the Agreement are needed, the following motion would be in order:

_____ MOVES, _____ seconds to authorize the Chair to report to the Town Council that the terms contained in the draft Definitive Agreement between Connecticut Water Company and the Town of Mansfield sufficiently address the concerns raised by the Commission in its September 2013 memo provided the following issues are addressed:

- (Itemize issues to be addressed)

**TOWN OF MANSFIELD
DEPARTMENT OF PLANNING AND DEVELOPMENT**

LINDA M. PAINTER, AICP, DIRECTOR

Memo to: Sustainability Committee
From: Linda M. Painter, AICP, Director of Planning and Development
Date: January 6, 2014
Subject: Draft Definitive Agreement between Town and Connecticut Water Company

In August 2013 the Committee provided a series of comments to the Town Council with regard to issues that should be considered as part of an agreement with the Connecticut Water Company. Subsequent to receipt of those comments, the Town Council approved a non-binding Letter of Intent with CWC that set the framework for negotiation of a Definitive Agreement.

In December 2013, CWC and Town staff presented a draft of a Definitive Agreement to the Council for review (hereinafter the "Agreement"). The Council has referred the Agreement to each of the committees that provided feedback last fall and requested that comments on the Agreement be submitted to the Council by January 13, 2014. A copy of the full Agreement, including Exhibits, can be found on the Town's website (http://www.mansfieldct.gov/filestorage/1904/5366/5402/water_agreement_draft.pdf).

To assist the Committee in its review, I have identified provisions in the Agreement that respond to comments provided by the Committee. The original comment is shown in *italicized text*; a summary of the Agreement provisions is shown in regular text, and in certain areas, emphasis has been added through **bold text** to call attention to specific sections of provisions that address Commission comments/concerns.

- ***Water Conservation and Reuse.*** *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.*

Sections 9.4 and 9.5 related to the Advisory Committee and Best Management Practices both address water conservation efforts. Each of those sections is detailed later in this memo.

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.

This recommendation was a recommendation to the Council for actions separate from the Agreement and as such has not been addressed in the Agreement itself.

Best Management Practices. *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.*

With regard to Best Management Practices, Section 9.5 of the Agreement specifies specific BMPs that have been agreed to in addition to any recommendations of the Advisory Committee:

- Section 9.5(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 to reduce water use consistent with the CWC Emergency Contingency Plan.
- Section 9.5(b): CWC shall support and assist the Town in implementing any zoning, wetland and other similar development plans to mitigate development pressures in areas identified by the Town and consistent with the ROD, provided that such support and assistance can be harmonized with CWC's obligation under C.G.S. §16-20.
- Section 9.5(c): CWC shall support efforts to employ water conservation practices using water flow reducers and aerators, shutoff valves, leak detection systems, water reuse and reclamation and other practices.
- Section 9.5(d): In consultation with the Advisory Committee, CWC shall make recommendations in connection with the provision of customer education programs and related financial incentives to encourage water consumption reduction.

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.

This recommendation was a recommendation to the Council for actions separate from the Agreement and as such has not been addressed in the Agreement itself.

- ***Recommended Route.*** *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.

Exhibit A to the Agreement identifies the route. A 16" water transmission main will be constructed along Route 195 from Tolland to a location near the intersection of Route 195 and Moulton Road, where a connection will be made to the UCONN water tanks. Additionally, CWC will be constructing a smaller 12" water transmission main on Route 44 between the intersection of Route 195 and the entrance to the Rolling Hills (Jensen's) mobile home community.

While the proposed route does not use the proposed North Hillside Road extension as the connection to the UCONN system, the Four Corners area will still be served by the transmission main extended west from the intersection of Routes 195 and 44.

- **CWC Advisory 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.*

Section 9.4 addresses the creation of an Advisory Committee:

CWC shall commit to the establishment of a Water System Advisory Committee ("Advisory Committee") to provide local input and ensure communication and collaboration relating to the water system.

- (a) The Advisory Committee shall be comprised of representatives of the Town, UConn, local health officials, representatives of adjacent towns including Coventry, Tolland and Windham, and other stakeholders as agreed upon by the Parties to this Agreement.
- (b) The Advisory Committee shall advise CWC in connection with the supply of Potable Water and the operation, expansion and integration of the CWC System. The Advisory Committee shall provide information regarding plans and regulations of local land use commissions, consistency of proposals with the Plan of Conservation and Development, and future water supply needs that should be considered in the CWC Water Supply Plan.
- (c) The Advisory Committee shall also make recommendations of best management practices, including but not limited to water conservation programs, and CWC shall work cooperatively with the Advisory Committee in the implementation thereof.
- (d) The Committee shall serve in an advisory role and shall not approve or deny specific projects or otherwise limit CWC's ability to perform their obligations under the Agreement with the Town or the University or to comply with other statutes or regulations.
- (e) The Parties shall establish the Advisory Committee with provisions governing membership and identifying the stakeholders to be represented through a Memorandum of Agreement to be

completed and executed within one hundred and twenty (120) days from the execution of this Agreement.

- **Regional Water Supply Planning.** *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.*

Section 9.7 of the Agreement addresses future regional water supply planning efforts: "On or after the convening of a water utility coordinating committee pursuant to C.G.S. §§25-32c through 25-32j, CWC would seek and the Town would reasonably support the designation of an Exclusive Service area in the Town to CWC, except for those areas served at that time or more appropriately served by other regulated public water systems. The Town's obligation as set forth in this Section 9.9 is subject to CWC's fulfillment of its obligations pursuant to this Agreement."

- **Concurrence with Commission/Committee Recommendations.** *As the Planning and Zoning Commission, Conservation Commission and Four Corners Sewer and Water Advisory Committee completed their final comments in advance of the Sustainability Committee, we had the benefit of being able to review their recommendations prior to finalizing our comments. Rather than restate recommendations made by other committees, the Sustainability Committee endorsed the recommendations made by the other committees charged with providing comments.*

See attached memos to PZC, Four Corners and Conservation with regard to how the Agreement responds to their comments.

SUMMARY/RECOMMENDATION

If the Committee is satisfied that the Agreement has adequately responded to the concerns outlined by the Committee in the fall of 2013, the following motion would be in order:

_____ MOVES, _____ seconds to authorize the Chair to report to the Town Council that the terms contained in the draft Definitive Agreement between Connecticut Water Company and the Town of Mansfield sufficiently address the concerns raised by the Committee in its August 2013 memo.

Alternatively, if the Committee feels that changes to the Agreement are needed, the following motion would be in order:

_____ MOVES, _____ seconds to authorize the Chair to report to the Town Council that the terms contained in the draft Definitive Agreement between Connecticut Water Company and the Town of Mansfield sufficiently address the concerns raised by the Committee in its September 2013 memo provided the following issues are addressed:

- (Itemize issues to be addressed)

Linda M. Painter

From: Meg Reich <megr1@earthlink.net>
Sent: Wednesday, January 08, 2014 4:23 PM
To: Linda M. Painter
Cc: Kenneth Rawn
Subject: CWC/Town agreement

Items to be addressed in the CWC/Town of Mansfield Agreement draft dated 12/09/13

Prepared by Meg Reich, member of the Mansfield Four Corners Sewer and Water Advisory Committee, January 8, 2014

Section 1 Definitions: The terms 'CWC Water Supply Plan' and 'UCONN/CWC Agreement' are defined and said to be attached to the agreement as Exhibits. They are not. They are too long to be attachments, but there should be copies of these documents in the Town's possession and available to the public. They should be placed on file with the Town. I recommend at least two copies of each current document be available. Suggested repositories include at least two of the following: the Director of Planning and Development, the Town Manager, the Town Clerk, the Town Library.

Section 1 Definitions: 'Water System Advisory Group' or 'Advisory Group' is defined here and referred to in sections 9.4 & 9.5, where the term 'Advisory Committee' is used. Section 2.2 refers to the 'Advisory Group' or 'Advisory Board'. If these terms all refer to the same entity, then they should use the same term consistently. Since Sections 9.4 and 9.5 detail the establishment and best management practices of the 'Water System Advisory Committee' it seems 'Committee' should be the term used.

Section 2.2 New Service Connections: The paragraphs in this section refer variously to 'customers', applicants' and 'persons' taking actions to request or apply for water supply connections. It is not clear how these entities differ. Only the term 'Person' is defined in the definition section, yet that definition does not include 'applicants' nor 'customers'. The terms in this entire section need to be reviewed (and perhaps elsewhere as well) and made consistent or differentiated by definition.

Section 2.2 New Service Connections: This section lists what the CWC shall do and includes, "notify the Town Director of Planning & Development" of requests for water supply service, under various circumstances. It does not, however, detail what the Town Director of P & D will do with these notices. I suggest that a new section 2.2 (d) be added that details what the Town Director of P & D will do with these notifications: The Town Director of Planning & Development shall maintain a weekly log of CWC notifications received, along with any actions taken on those requests for service by Town and other Governmental Authorities. This list shall be available for public review. Section 2.2 (c)(iv): This section seems to allow any extension of the CWC system in Mansfield (after the completion date) by simply consulting with the 'Advisory Board', as long as the applicant has demonstrated to CWC that all required approvals have been secured and such extension complies with the CWC Main Extension Agreement (Exhibit C). As noted above, there is no 'Advisory Board', but there is an 'Advisory Committee'; change the term? Exhibit C that is attached is a copy of the CWC/Town of South Windsor, CT agreement and needs to be significantly modified to fit the terms which have been negotiated by the Town of Mansfield and the CWC. The existing Exhibit C not only refers to the wrong town, but it includes terms that Mansfield has specifically not agreed to, such as, paying for costs for the installation of pipe, grading roadways and other costly provisions, which town residents were told at public meetings would not be imposed on the Town under this agreement. This sub-agreement, the CWC Main Extension Agreement, needs immediate review and revision to reflect the terms that have been negotiated by the Town and CWC. It is unacceptable to sign the agreement with this provision left as it stands in the 12/09/13 draft.

Section 3.2 (c): Requires the 'Parties' to, "advocate to PURA for its approval of the rates set forth in this section" which is supposed to be attached as an Exhibit. Is this Exhibit attached? There is an Exhibit F which is the rates and charges of UCONN, but it is not clear if there was meant to be some other rate schedule sheet which should also be attached. If so, how can the Town approve such a provision without first seeing what those rates are?

Section 6 Water Supply Infrastructure Ownership and Management: Section 6.1 states that any existing infrastructure shall be transferred to and accepted by CWC upon its being fully depreciated by the Town or UCONN, or upon the date of its replacement by CWC, whichever occurs first. Exhibit G lists Town infrastructure including water lines installed in 2013 for the Storrs Center development. Much of the Storrs Center development was financed with grants which may have restrictions on ownership and transfers. Most grants that are allowed to be used to build infrastructure have such provisions. This should be researched. Section 6.2 requires the Town to provide CWC with "Licenses", and since CWC will not pay taxes on such property until they actually own it, as per Section 6.4, it is important to determine when such transfer can take place.

Section 9.4 Water Supply Advisory Committee: Section (a) states that 'other stakeholders' are to be represented on this committee. I suggest that the following be added: The Town of Willington, The Willimantic River Alliance, Joshua's Tract Conservation and Historic Trust, WINCOG and CRCOG.

Section 9.7 Exclusive Service Area: The last sentence in this paragraph refers to Section 9.9, yet there is no section 9.9, and it is not clear to what section this was trying to refer. Clarify and correct this.

Section 11: Fill in the notice requirements/recipient and address details which are currently left blank in the draft.

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**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; Cynthia van Zelm, Executive Director of the Mansfield Downtown Partnership, Inc.
Date: January 13, 2014
Re: Deed Adjustment – Wilbur Cross Way at Supermarket Southeast Corner

Subject Matter/Background

When the original property was deeded to the Town for Wilbur Cross Way, a “carve out” was made to allow the corner of the supermarket building to extend slightly into what would have been the right-of-way for Wilbur Cross Way. This was done with the Town’s full knowledge and permission, as it was a very tight fit to get the supermarket building in between Wilbur Cross Way and Storrs Road (Route 195).

When the supermarket structure was actually built, they overshot this “carve out” by about six inches. As a result, the deed needs to be adjusted so that the building and road are appropriately separated.

The Planning and Zoning Commission has determined that the proposed adjustment to the right-of-way for Wilbur Cross Way is consistent with the Plan of Conservation and Development subject to a condition that the developer relocate the existing light pole to facilitate pedestrian access.

Legal Review

The documents have been reviewed by the Town Attorney.

Recommendation

Staff recommends the Town Council approve the proposed adjustment to Wilbur Cross Way.

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

RESOLVED, that Matthew W. Hart, Town Manager, be, and hereby is authorized to sign the attached Quit Claim Deed to convey the property depicted as "Area To Be Conveyed to Storrs Center Alliance, LLC" in the map to be filed in the Mansfield Town Clerk's Office entitled "Lot Line Modification Plan Storrs Center Storrs Road (Route 195), Charles Smith Way & Wilbur Cross Way Mansfield, Connecticut," subject to the condition that the developer relocate the existing light pole to facilitate pedestrian access.

Attachments

- 1) Quitclaim Deed from the Town of Mansfield to Storrs Center Alliance, LLC
- 2) Map of Deed Transfer Area
- 3) PZC, 8-24 Referral; Wilbur Cross Way Deed Adjustment

Record and return to:
Storrs Center Alliance, LLC
c/o Edward S. Hill, Esq.
Cappalli & Hill, LLC
325 Highland Avenue
Cheshire, CT 06410

Quit Claim Deed

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

All of that tract or parcel of land, situated in the Town of Mansfield, County of Tolland and State of Connecticut, containing a total of 27 square feet or 0.0006 acres and more particularly bounded and described as follows, and also depicted as "Area To Be Conveyed To Storrs Center Alliance, LLC = 27 Sq. Ft. or 0.0006 Acres" on the map hereinafter referred to:

Commencing at a Connecticut Highway Department monument found on the easterly highway line of present Storrs Road (State Route 195), thence running along said easterly highway line of present Storrs Road (State Route 195) North 46°-00'-16" West a distance of 173.28 feet to a point, thence running North 40°-46'-26" West a distance of 2.30 feet to a point, said point being at the northwesterly corner of land now or formerly State of Connecticut (Map 16, Block 41, Lot 10);

Thence running along the northerly line of said land of State of Connecticut (Map 16, Block 41, Lot 10) North 47°-22'-51" East a distance of 4.73 feet to a point;

Thence running along an easement for highway purposes in favor of the State of Connecticut along a curve to the right having a radius of 1,755.00 feet, a delta angle of 00°-05'-12", an arc length of 26.13 feet and a chord bearing of North 41°-05'-48" West a chord distance of 26.13 feet to a point, along a curve to the right having a radius of 1,355.00 feet, a delta angle of 02°-01'-58", an arc length of 48.07 feet and a chord bearing of North 39°-39'-13" West a chord distance of 48.07 feet to a point;

Thence running along land now or formerly Town of Mansfield, Charles Smith Way, North 62°-59'-12" East a distance of 34.65 feet to a point, North 47°-27'-19" East a distance of 77.21 feet to a point, North 46°-01'-10" East a distance of 98.35 feet to a point;

Thence running along other land now or formerly Town of Mansfield, Wilbur Cross Way, the following six (6) courses and distances: North 28°-32'-13" West a distance of 12.73 feet to a point, North 43°-26'-38" West a distance of 92.95 feet to a point, along a

curve to the right having a radius of 121.00 feet, a delta angle of 11°-17'-02", an arc length of 23.83 feet and a chord bearing of North 37°-48'-07" West a chord distance of 23.79 feet to a point, North 32°-09'-36" West a distance of 134.90 feet to a point, North 28°-02'-44" West a distance of 54.12 feet to a point, North 39°-22'-33" West a distance of 10.43 feet to the **True** point and place of beginning, said point also being the southwest corner of the herein described parcel;

Thence continuing along said land of Town of Mansfield, Wilbur Cross Way, North 39°-22'-33" West a distance of 0.51 feet to a point, North 57°-09'-00" East a distance of 4.58 feet to a point, North 32°-51'-00" West a distance of 47.63 feet to a point, along a curve to the right having a radius of 408.00 feet, a delta angle of 00°-13'-42", an arc length of 1.62 feet and a chord bearing of North 14°-56'-09" West a chord distance of 1.62 feet to a point;

Thence running through said land of Town of Mansfield, Wilbur Cross Way, South 32°-51'-00" East a distance of 49.68 feet to a point, South 57°-09'-00" West a distance of 5.02 feet to the **True** point and place of beginning.

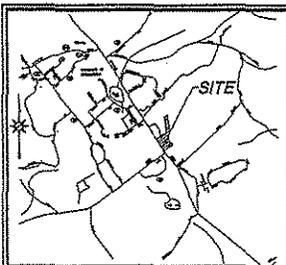
For a more particular description of the above described land, reference is made to a map to be filed in the Mansfield Town Clerk's Office entitled "Lot Line Modification Plan Storrs Center Storrs Road (Route 195), Charles Smith Way & Wilbur Cross Way Mansfield, Connecticut" Scale 1"=40' Dated 11/13/2013, rev. 11/26/2013, Sheet No. BS-7, prepared by BL Companies, Inc. Meriden, Connecticut.

Signed this _____ day of _____, 2013

Witnessed by:

Town of Mansfield

By: _____
Matthew W. Hart
Town Manager



LOCATION MAP
NOT TO SCALE

CURVE TABLE

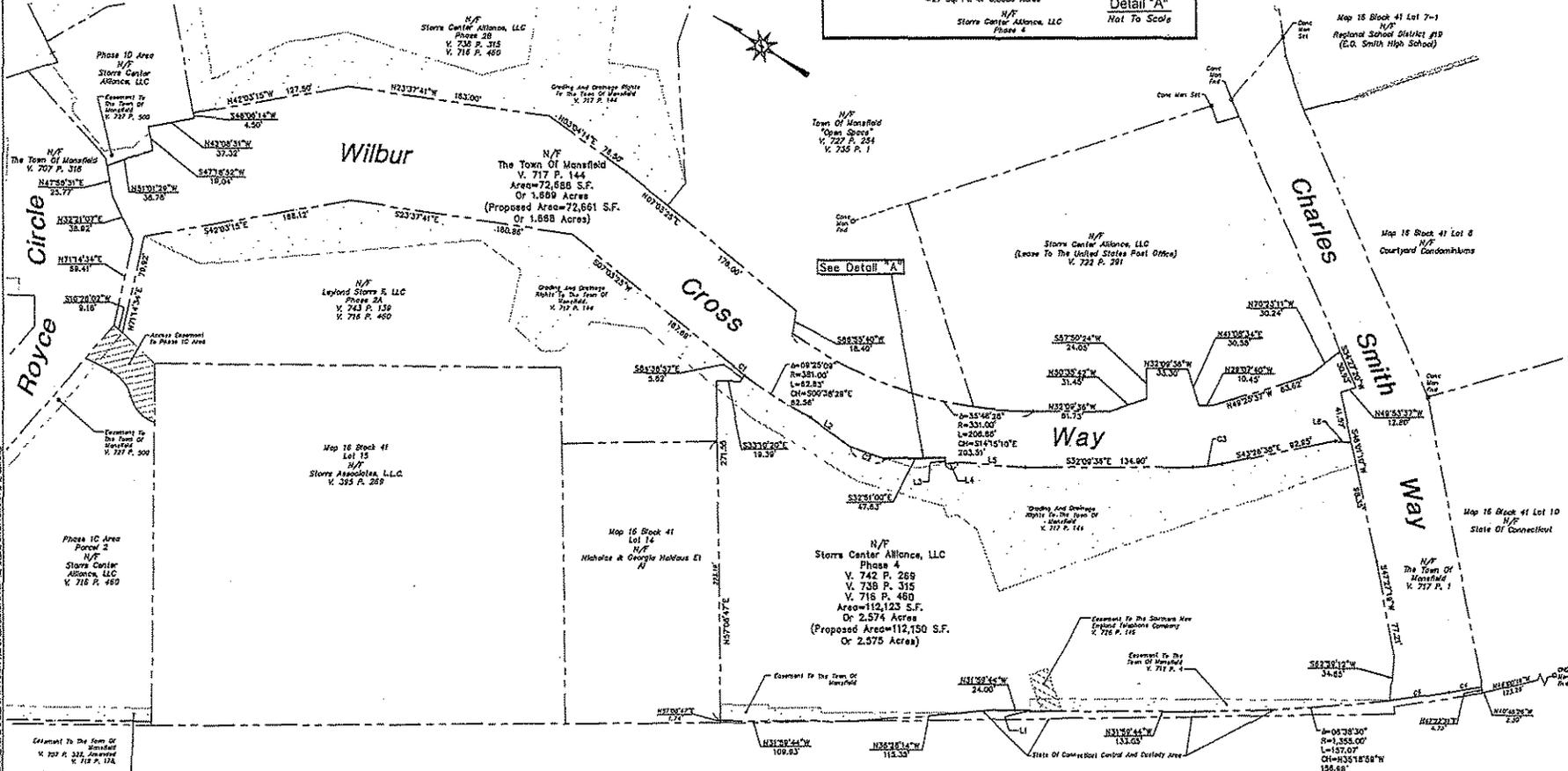
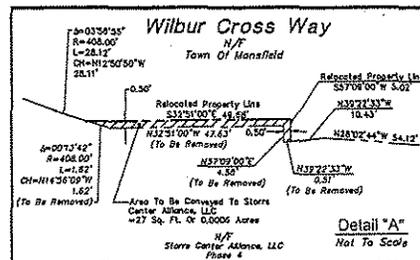
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	01°-42'-22"	381.00'	11.35'	S 06°-12'-14" W	11.34'
C2	04°-10'-37"	408.00'	28.74'	S 17°-57'-41" E	28.74'
C3	11°-17'-02"	121.00'	23.83'	S 37°-48'-07" E	23.78'
C4	08°-05'-12"	1,755.00'	26.15'	N 41°-05'-48" W	26.15'
C5	10°-01'-48"	1,355.00'	48.07'	N 39°-39'-13" W	48.07'

LINE TABLE

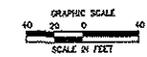
LINE	BEARING	LENGTH
L1	N 58°-00'-18" E	1.00'
L2	S 03°-41'-50" W	40.29'
L3	S 37°-09'-00" W	4.58'
L4	S 38°-22'-33" E	10.94'
L5	S 28°-02'-44" E	54.12'
L6	S 28°-32'-13" E	12.73'

GENERAL NOTES

1. THIS MAP HAS BEEN PREPARED IN ACCORDANCE WITH THE REGULATIONS OF CONNECTICUT STATE AGENCIES, SECTIONS 20-20a AND 20-20b AND THE "STANDARD PRACTICES AND METHODS OF THE STATE OF CONNECTICUT AS ADOPTED BY THE CIVIL ENGINEERS ASSOCIATION OF LAND SURVEYORS, INC. ON SEPTEMBER 18, 1985.
2. THIS PLAN CONFORMS TO HORIZONTAL ACCURACY CLASS A-1.
3. EXISTING BOUNDARY INFORMATION IS BASED UPON A RECOVERY AND REFERRED TO AS REFERENCED, RELIQUATED PROPERTY LINES ARE BASED UPON AN ORIGINAL SURVEY.
4. THE TOPIC OF SURVEY PERFORMED IS A LOT LINE MODIFICATION SURVEY AND IS INTENDED TO CORRECT THE NEIGHBORING PROPERTY LINES WITH RESPECT TO NON-VOLUNTARY POLAR, LOCALITY AND INDUSTRY.
5. THE TOPIC OF SURVEY PERFORMED IS A LOT LINE MODIFICATION SURVEY AND IS INTENDED TO CORRECT THE NEIGHBORING PROPERTY LINES WITH RESPECT TO NON-VOLUNTARY POLAR, LOCALITY AND INDUSTRY.



Storrs Road (Route 195)



TO MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.
 JOSEPH MARKS L.L.C. FTS02
 NO GUARANTEE IS EXPRESSED OR IMPLIED SINCE THIS MAP BEARS THE ORIGINAL BOUNDARY AND EXISTING SCALE OF THE ABOVE NAMED LAND SURVEYOR.



ASSOCIATED ENVIRONMENTAL LAND SURVEYING

165 Riverside Parkway
 Meriden CT 06450
 (203) 238-1111

STORRS CENTER
 STORRS ROAD (ROUTE 195),
 CHARLES SMITH WAY & WILBUR CROSS WAY
 TOWN OF MANSFIELD, CONNECTICUT

REVISIONS:
 No. Date
 1 11/21/2013 Prepared for Comments

Drawn: J.S.
 Checked: R.M.R.
 Approved: JAL
 Scale: 1"=10'
 Project No. 030242
 Date: 11/21/2013

LOT LINE
 MODIFICATION
 PLAN
 Sheet No. BS-7



**PLANNING AND ZONING COMMISSION
TOWN OF MANSFIELD**

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

To: Town Council
From: Planning and Zoning Commission
Date: Tuesday, December 17, 2013
Re: 8-24 Referral; Wilbur Cross Way Deed Adjustment

At a meeting held on 12/16/13, the Mansfield Planning and Zoning Commission adopted the following motion:

“That the PZC notify the Town Council that the proposed adjustment to the Right-of-Way for Wilbur Cross Way is consistent with Mansfield’s Plan of Conservation and Development subject to a condition that the developer relocate the existing light pole to facilitate pedestrian access.”

PAGE
BREAK



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager
Date: January 13, 2014
Re: Meeting with State Legislators re 2014 Legislative Session and Related Issues

Subject Matter/Background

At Monday's meeting, our state legislators will meet with the Council to review key issues for the upcoming session of the General Assembly as well as other items of interest. I have attached information from the Connecticut Conference of Municipalities for your reference.

Attachments

- 1) CCM 2014 State Legislative Program



CCM 2014 STATE LEGISLATIVE PROGRAM

As of November 19, 2013

Below are legislative proposals adopted by the CCM Legislative Committee as part of CCM's 2014 State Legislative Program, as of October 10, 2013. They are grouped according to the CCM issue-area committee in which they originated.

EDUCATION

1. **Provide needed relief from special education mandates and dependability of state funding of local special education services by:**
 - (a) The State adopting the federal standards pertaining to the "burden of proof" for special education services, as is current procedure in almost all other states; and
 - (b) The State taking on 100 percent of special education costs. In lieu of taking on 100 percent of costs, providing, at a minimum, special education funding to municipalities as follows: (i) a guaranteed level of funding that does not change during the course of the fiscal year; (ii) decreasing the Excess Cost reimbursement threshold to at most 2.0 times the district's average per pupil expenditure or \$25,000, whichever is less; and (iii) fully funding the state's portion.
2. **Alleviate the burden of the Minimum Budget Requirement (MBR) by:**
 - (a) The State increasing the amount a district can reduce its expenditures due to lower student enrollments to \$5,000, from the current \$3,000 per pupil; and
 - (b) The State increasing the total allowable reduction in expenditures due to documented cost savings from regional efficiencies, to 1.0 percent from the current 0.5 percent.
3. **Require the State to undertake a needs-capacity gap analysis of preK-12 education in each district.** The analysis would identify cost drivers in each school district and the capacity of each town to generate own-source revenue to fund preK-12 education.

ENVIRONMENTAL MANAGEMENT & ENERGY

1. Increase incentives for the State brownfield program, including:
 - (a) Providing additional **consideration for using brownfield sites** for proposed Virtual Net Metering projects, and
 - (b) Increase **funding for the remediation and redevelopment** of brownfields.
2. Ensure that municipalities do not incur increased costs related to any proposed changes to the **organizational or operating structure of in state trash-to-energy facilities** and **support** the classification of trash-to-energy facilities as Class 1 Renewable Energy Sources, or the **increased value of Class 2 Renewable Energy Credits**.
3. Provide de facto mandate relief to towns and cities by eliminating the **provision that “enables” municipal officials to enforce and issue state fines in order to enforce the ban on bamboo plants**, per PA 13-82. The issuance of state fines is function that should be carried out by state DEEP enforcement officers.

LAND USE, HOUSING & COMMUNITY DEVELOPMENT

1. **Modify the Land Use Affordable Housing Appeals Process by encouraging the development of housing in areas consistent with Smart Growth principles.** This would enable municipalities to prevent developers from using this process to circumvent zoning laws, and build affordable housing according to the state's smart growth strategy.
2. **Encourage regional cooperation by:**
 - (a) Providing flexibility to towns and cities applying for **regional performance incentive grants**, including **waivers** from certain strident and unnecessarily complicated requirements; and
 - (b) Allowing municipalities to establish **regional storm water authorities**.
3. **Create a state agency management council**, overseen by OPM, that will meet on a scheduled basis to **facilitate municipal development projects that involve coordination between multiple state agencies**.

4. Assist municipal officials in ensuring the public safety and welfare in communities by:
 - (a) Requiring the Department of Emergency Services and Public Protection (DESPP) and the State Judicial Department to notify upon the release from custody, the chief executive officer, in addition to the local police department **notification that a registered sex offender resides or plans to reside in their municipality;**
 - (b) **Allowing municipalities to adopt local ordinances to restrict the placement of registered sex offenders** within a designated distance of an elementary or secondary school or a licensed center or home-based child day care facility, or other potentially vulnerable population facilities, such as nursing homes, senior centers or public libraries; and
 - (c) Developing a **comprehensive inventory of half-way houses, supervised living facilities, and community residences** that provide rehabilitation services that receive state or federal funding.

MUNICIPAL LAW, LIABILITY & INSURANCE

1. **Provide relief to municipalities from unfunded state mandates, by:**
 - (a) Modifying the requirements for posting **legal notices** in newspapers to allow municipalities the **ability to publish notice of the availability of a particular document on their website**, instead of having to publish the entire document;
 - (b) Enacting a Constitutional amendment or **statutory prohibition to prohibit the passage of unfunded or underfunded state mandates without a 2/3 vote of both chambers of the General Assembly;**
 - (c) Phasing-out taxes on **local health insurance premiums;**
 - (d) Eliminating the requirement that municipalities **store the possessions of evicted tenants;**
 - (e) **Allowing operating costs, including rent and office supplies, of Probate Courts to come out of State Probate fees;** and
 - (f) Eliminating the requirement that a **standard environmental fee be collected by municipalities for building permits**, and remitted to the Department of Environmental Protection and Energy. Instead, create a tiered fee system based on the scope of each project.

2. Add more reason and clarity to the **Freedom of Information Act** by:
 - (a) **Providing municipal CEOs with executive privilege status** similar to that granted to the Governor; and
 - (b) **Clarifying the scope of the pending litigation exemption in the Act.** Plaintiffs often use the FOIA to circumvent limitations on discovery in civil cases which apply to all other litigants or to increase municipal defense costs as a bargaining chip.
3. **Promote livable communities** by:
 - (a) Amending Section 19a-342 of the CGS to **authorize towns and cities to adopt no smoking zones for parks and town buildings**; and
 - (b) **Allowing for a local option to prohibit recreational shooting within 500 feet of residential buildings.** Current statute only prohibits *hunting* within 500 feet of residential buildings.

MUNICIPAL LABOR RELATIONS

1. Amend CGS § 31-53(g) to **adjust the thresholds that trigger the prevailing wage mandate for public construction projects** for (i) renovation construction projects, from \$100,000 to \$400,000; and (ii) new construction projects, from \$400,000 to \$1 million. Both thresholds should then be indexed for inflation thereafter. State prevailing wage mandate thresholds have not been amended since 1991. A modest adjustment would free-up scarce state and local dollars and jumpstart and expand projects.
2. **Modify state-mandated compulsory binding arbitration laws** to amend CGS § 31-98(a) and § 31-107 to require that grievance arbitration and unfair labor practice awards be issued no later than 60 days following the date post-hearing briefs are filed. This would establish timelines for the issuance of decisions in cases before both the State Board of Mediation and Arbitration, and the State Board of Labor Relations.
3. **Amend the Municipal Employee Retirement System (MERS) to:**
 - (a) Adjust the statutorily set MERS employee contribution rates by 1% annually over the next three years (but, not to exceed 15% of a pension per year) to a total employee contribution to MERS of 5.25%. Municipal contribution rates have risen each year – approximately 444% (for public safety employees), and 392% for all others employees over the last decade. Employee contribution rates are statutorily set and have never been adjusted; and

- (b) **Create a new retirement plan within MERS: a "MERS C" option** – that offers a more limited, defined-contribution plan. Allow municipalities to enroll new employees in the new plan, regardless of retirement or pension provisions affecting current employees. Exclude such new employees from collectively bargaining pension benefits beyond those provided by MERS C, and allow existing employees to be enrolled in the MERS C system by mutual agreement through collective bargaining.

PUBLIC HEALTH & HUMAN SERVICES

1. **Allow local officials the option to decide their EMS provider and the terms of contracts**, particularly to change companies that fail to adequately provide adequate services. Specifically, amend CGS 19a-177 by which the Department of Public Health (DPH) designates the ambulance service provider for each primary service area (PSA).

PUBLIC SAFETY, CRIME PREVENTION, & CODE ENFORCEMENT

1. Amend CGS Section 29-5 by:
 - (a) **Providing towns and cities with advanced notice from the State of potential fringe benefit rate increases** for the Resident State Trooper program;
 - (b) **Capping the towns responsibility for fringe benefit costs** associated with the Resident State Troopers regular salary costs at 70%;
 - (c) **Reducing the municipal contribution rate for Resident State Trooper overtime costs from 100% to 70%;** and
 - (d) **Eliminating the requirement** that the host municipality pay for the fringe benefit costs directly associated with the Resident State Troopers overtime costs.
2. **Allow municipal chief executive officers (CEOs) of municipalities that do not have organized police departments to designate a State Troop as the issuing authority for firearm permits.** Current state law specifically tasks the chief of police, or, where there is no chief of police, the warden of the borough or the first selectman of the town, as the issuing authority for pistol permits.

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TRANSPORTATION & INFRASTRUCTURE

1. **Enact legislation that improves the development of sidewalks in our communities and empowers municipalities to collect fees-in-lieu-of-sidewalk (FILOS) installation** (similar to provisions allowing payments in lieu of open space) that would:
 - (a) Impose no new costs on developers;
 - (b) Require FILOS to be deposited into an account to be used for sidewalk installation;
 - (c) Limit FILOS to be no more than the costs of installation that would have been incurred; and
 - (d) Allow municipalities to provide incentives to developers opting to pay the FILOS.
2. Improve the State's commitment to the safety and integrity of local infrastructure by **investing additional funding for the Local Bridge Program (CGS 13a-175q)**.



THE VOICE OF LOCAL GOVERNMENT™

CCM 2014 PROPOSALS TO SUPPORT AS OPPORTUNITIES ARISE

Adopted as of November 19, 2013

Below are legislative proposals to support as opportunities arise, adopted by the CCM Legislative Committee as part of CCM's 2014 State Legislative Program. They are grouped according to the CCM issue-area committee in which they originated.

MUNICIPAL LABOR RELATIONS

1. Exempt municipal seasonal and temporary employees (including poll workers) – either employed by the municipality or board of education – from eligibility for unemployment compensation.
2. Increase the filing fee - from \$25 to \$125 - for the submission of grievances to the State Board of Mediation and Arbitration. These filing fees have not been adjusted since 1979. Such an increase could relieve local administrative resources by serving as a deterrent against frivolous claims.
3. Amend Connecticut state statute to require municipal employees file workers' compensation claim forms 30-C ("Notice of Claim") with a town or city clerk official in order to initiate the formal workers' compensation notice of claim process. Such process would mirror similar intake procedures required of State employees, and would ensure critical documents are properly received and responded to by municipal employers (within 28 days) thus, creating a more efficient payment of benefits to employees.

PUBLIC HEALTH & HUMAN SERVICES

1. Improve the public health in communities by modernizing current public health laws to reflect the mission and essential services provided by local health officials. Current practice mandates local health departments perform 8 basic public health services, outlined in CT Agencies Regulations §19a-76-2. Replace the mandated services to more accurately reflect the current practices and services provided by public health departments.

-over-

2. Ensure the Judicial Department provide all inmates upon release by the court a current ID, any required and prescribed medications, temporary lodging and transportation. This will alleviate an unfunded mandate upon municipalities that requires them to provide these basic services to recently released prisoners.

PUBLIC SAFETY, HOMELAND SECURITY & CODE ENFORCEMENT

1. Provide municipalities with adequate state resources and funding to consolidate Public Safety Answering Points (PSAPs) with neighboring communities.
2. In order to enhance local fire marshal efforts, alter the regulatory process by relieving local fire marshals from inspecting every three-family dwelling or greater each year, and in doing so, encourage greater state staff resources within the State Fire Marshal's office.
3. Amend the current Department of Emergency Services and Public Protection regulations to require the Department, in consultation with the Department of Energy and Environmental Protection, to prepare and enforce measures designed to minimize vibration, noise, and adverse impact on nearby property caused by these explosives and blasting agents.

TRANSPORTATION & INFRASTRUCTURE

1. The development and implementation of a long-term investment and maintenance strategy to alleviate traffic conditions among Connecticut's transportation network – including but not limited to highways, railroad, and port facilities.



THE VOICE OF LOCAL GOVERNMENT™

December 4, 2013

TO: CCM Legislative Committee
FROM: Ron Thomas
RE: **State Legislative Funding Proposals – Board Recommendations**

CCM's Board of Directors acts as a subcommittee of the Legislative Committee to review all proposals that would require state funding, and recommends to the Legislative Committee the funding proposals to be included in the annual state legislative program.

The Board-recommended proposals originated in CCM's issue-area committees, and are listed in alphabetical order by committee.

TAXES & FINANCE

1. **Fund critical state aid to towns and cities at statutorily-set levels.** State aid to municipalities continues to deteriorate, this is particularly true for state payments-in-lieu-of-tax (PILOT) programs. Any additional cuts to our hometowns would exacerbate the burden of the property tax and force local service cuts.
2. **Postpone any recommendation that would alter Connecticut's state-local tax structure (motor vehicle or otherwise)** until the State Department of Revenue Services completes its tax incidence study, required to be completed by December 2014 (pursuant to Section 330 of Public Act 13-247). Any proposal to eliminate, or amend, critical local tax revenues should first be thoroughly examined via comprehensive data analyses.
3. **Full funding the last quarter payments of the Municipal Revenue Sharing Account (MRSA) earmarked for towns and cities.** Tax receipts derived from the statutorily-set portions of the sales, use, and real estate conveyance taxes – *collected* on or prior to June 30, 2013 – should have been deposited into MRSA and dispersed to municipalities. Use all of the tax revenues collected prior to June 30, 2013 to at least hold municipalities harmless to the amount dispersed to municipalities in 2012.

CHILDREN, YOUTH AND FAMILIES (TASK FORCE)

1. **Protect needed services for the vulnerable, at-risk and/or underprivileged by:**
 - (a) Increasing funding for **school readiness slots** so more children are afforded the proven benefits of early education, and
 - (b) Supporting funding for **programs and services that reduce youth violence**, such as evening and weekend teen programs, family resource centers, youth service initiatives, afterschool and summer programs, and Youth Service Bureaus.

DRAFT



2014 State Legislative Priorities:

Healthy Towns, Cities & Regions Are Key to Connecticut's Recovery

The depth of the gubernatorial and legislative commitment to towns, cities and regions is key to Connecticut's successful economic recovery. Healthy towns, cities and regions are where job creation and economic development occur. A strengthened state-local partnership is essential in ensuring that:

- an equitable and adequate public education is within the grasp of every student no matter where they live;
- poorer towns and cities have the resources to meet the public service needs of their residents and businesses without overly burdensome property tax rates;
- municipalities are not hobbled by unfunded and underfunded state mandates; and
- towns, cities and regions are provided with the financial, technical and statutory tools necessary to forge new service delivery and other cooperative ventures.

The future of Connecticut's citizens, from our newborns to our seniors, depends on a reinvigorated state-local partnership.

CCM urges the Governor and the General Assembly to stay the right course and continue to avoid balancing the state budget on the backs of municipalities and their property taxpayers.

Now is the time for the State to strengthen its commitment to residential and business property taxpayers by maintaining and expanding critical state aid and revenue sharing, laying the foundation for a world-class PreK-12 public education system and enacting meaningful mandates reform.

We're all in this together. The long-term well being of our citizens, our businesses and our quality-of-life depends on the ability of towns, cities, regions and the State to work as one. Municipal officials stand ready to work shoulder-to-shoulder with our state partners to ensure a better place for the people and businesses who call Connecticut home.

Support State Aid to Hometowns

- ❖ Enact legislation early in the legislative session to send at least \$12.7 million to municipalities to hold them harmless for the last quarter payments of the

Municipal Revenue Sharing Account (MRSA). The current adopted state budget inadvertently limited the state revenue due to be paid to MRSA thereby short-changing towns and cities.

- ❖ **Restore the groundbreaking shared-tax allocations** (state sales tax and state real estate conveyance tax) **to towns and cities from the Municipal Revenue Sharing Account** in order to provide local property tax relief.
- ❖ **Postpone any action that would significantly alter Connecticut's state-local tax structure** (e.g., elimination of the motor vehicle property tax, etc.) **until the state Department of Revenue Services completes its tax incidence study** (due by December 2014 at the latest).

Assist Struggling Core Communities

- ❖ **Correct state underfunding of education programs by ensuring that all PreK-12 students, no matter where they live, have access to an equitable and adequate public education.** Modify the Education Cost Sharing (ECS) formula by:
 - **Increasing the ECS foundation level** to reflect the actual cost educating students. The ECS formula should reflect not only an equitable funding mechanism, but an adequate one as identified in the *CCJEF v. Reil* lawsuit;
 - **Increasing both the income and property wealth adjustment factors**, from 1.5 to 2.0, and weighing the factors equally;
 - **Accounting for the wide disparities in municipal service demand (municipal overburden)** by adding a component to the ECS formula to **equalize for municipal service demand** and corresponding impacts on municipal budgets; and
 - **Phasing in full funding of the ECS increase over a reasonable period of time.**
- ❖ **Correct state underfunding of school districts with significant student-performance challenges by:**
 - Increasing funding for **categorical grants**;
 - Expanding **school district and school eligibility for these programs** to ensure that all performance gaps are addressed; and
 - Expanding **state technical assistance** to such districts.
- ❖ Provide **substantive early childhood education investments to help close the Achievement Gap.**
- ❖ Provide for eventual **state take-over of special education assessments and services.** Special education costs now exceed \$1.7 billion a year and unfairly burden host communities. Special education students should be a responsibility of the state as a whole not just the host community.

- ❖ Provide **state financial and technical assistance to combat recidivism.**
- ❖ **Modify certification requirements for school superintendents** to permit school districts to choose qualified superintendents from non-traditional but relevant management and other backgrounds.

Foster Regional Collaboration

- ❖ Maintain and expand **state financial and other incentives for cost-effective intermunicipal and regional cooperation.** Empower Councils of Government (COGs) to:
 - **deliver services** on a regional basis;
 - **negotiate multi-municipal master contracts** with municipal employee and teacher unions; and
 - **make land use decisions** on regionally-significant projects.
- ❖ **Increase state investments in the Regional Performance Incentive Program (RPIP) Grant** – and ensure that the grant **application and deadline** process coincide with the connectivity priorities and objectives of the **Nutmeg Network.**
- ❖ **Reinvest in planning and technical assistance capacity at OPM** to assist COGs and municipalities in collaborative efforts.

Reform State Mandates

- ❖ Enact a Constitutional amendment or **statutory prohibition to prohibit the passage of new or expanded unfunded or underfunded state mandates without a 2/3 vote of both chambers of the General Assembly.**
- ❖ Modify the requirements for posting legal notices in newspapers to allow municipalities the **ability to publish notice of the availability of a particular document on their website,** instead of having to publish the entire document.
- ❖ **Allow municipalities to defer revaluations** to (a) provide savings from the cost of conducting them, and (b) provide a measure of relief to hard-pressed residential property taxpayers.
- ❖ **Modify state-mandated compulsory binding arbitration laws** to establish that grievance arbitration and unfair labor practice awards be issued no later than 60 days following the date post-hearing briefs are filed, in order to ensure statutorily-set timelines for the issuance of decisions in cases before the State Board of Mediation and Arbitration and the State Board of Labor Relations.

- ❖ **Amend the State's prevailing wage rate mandate:** (a) adjust the thresholds for renovation construction projects from \$100,000 to \$400,000; (b) adjust the thresholds for new construction projects from \$400,000 to \$1 million; and (c) index both thresholds for inflation thereafter.
- ❖ **Increase the statutorily set employee contributions to the Municipal Employee Retirement System (MERS)** by 1% annually over the next three years (but, not to exceed 15% of a pension per year) to a total employee contribution to MERS of 5.25%. From 2002-2012, municipal contribution rates have risen 444% (3.75% of payroll to 16.65%) for public safety employees; and 392% (3% to 11.76%) for all others employees.
- ❖ **Phase-out the burdensome tax on health insurance premiums** by (a) cutting the tax rate by 50% beginning 2015, and by another 25% for 2016, and (c) eliminating the premium tax on municipalities altogether for 2017. The health insurance premium tax on municipalities is 1.75% tax on fully insured municipal premiums.

Enhance Safety Within Communities

- ❖ Establish a **new funding stream** for a grant program to cover the costs associated with the placement and training of **School Resource Officers**. As an alternative option to SROs, provide that **the Department of Emergency Services and Public Protection to develop statewide standards and training for new School Security Advocates (SSAs)**. The Advocates' duties and activities would be similar to those of School Resource Officers, except for any sworn law enforcement duties.
- ❖ Assist municipalities in implementing additional school safety measures by significantly **increasing funding for the school security grant program**.
- ❖ **Allow municipalities to create a policing district for any area that contains a high concentration of permitted liquor establishments**. Amending CGS Sec 7-339r would ensure that the cost of such necessary additional police services can be assessed to those establishments that are serving liquor and attracting these crowds.
- ❖ **Provide that the Chief of Police of a municipality be notified of any liquor renewals**. In addition, require that any comments provided by the Chief on such renewal shall be considered by the Department of Consumer Protection prior to a decision on the issuance of such renewal.

- ❖ **Grant municipalities the authority to seek an injunction to close down any establishment, once there is substantial evidence of a serious threat to public health, safety and/or welfare, as determined by the Police, Fire, Public Health, Building Inspector and/or Public Works Departments.**

If you have any questions, please contact Jim Finley (jfinley@ccm-ct.org), Ron Thomas (rthomas@ccm-ct.org), Bob Labanara (rlabanara@ccm-ct.org), Randy Collins (rcollins@ccm-ct.org), Mike Muszynski (mmuszynski@ccm-ct.org) or Chelsey Worth (cworth@ccm-ct.org) at 203-498-3000.

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant to the Town Manager; Cynthia van Zelm, Executive Director, Mansfield Downtown Partnership
Date: January 13, 2014
Re: Resolution to Approve \$500,000 Small Town Economic Assistance Program (STEAP) grant for the Mansfield Town Square

Subject Matter/Background

The Connecticut Department of Economic and Community Development (DECD) has announced another round of Small Town Economic Assistance grants, and applications are due on April 15, 2014. Funding awards are announced on a rolling basis. Staff has prepared a proposed application seeking funding for the Mansfield Town Square, for the Council's consideration.

The proposed application is for \$500,000 to assist with funding needed to build the town square as designed, including the performance stage roof, shade structure and art pieces. These elements would enhance the final town square, allowing it to serve as an even more appealing attraction for residents and visitors – a signature public space for the Mansfield community. Events that are planned for the town square include festivals, art shows, music, puppetry performances and book readings. The town square will also provide a great space for someone to sit, read or relax.

The town square is under construction and scheduled for completion this summer.

Financial Impact

The grant would help to defray the cost of elements of the town square that would need to be funded through fundraising efforts. The STEAP program does not require a local match and the individual application limit is \$500,000.

Legal Review

As the Town has received several STEAP grants in recent years, no legal review is anticipated.

Recommendation

In order to receive the benefit of this potential funding source, staff recommends that the Town Council authorize me to submit the Mansfield Town Square grant application on behalf of the Town.

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

RESOLUTION AUTHORIZING THE SUBMITTAL OF THE FY 2014 STEAP GRANT APPLICATION FOR THE MANSFIELD TOWN SQUARE:

RESOLVED, That the Town Council of the Town of Mansfield, Connecticut authorizes the submittal of the FY 2014 STEAP grant application to the Connecticut Department of Economic and Community Development for the Mansfield Town Square in the amount of \$500,000.

Attachments

- 1) Draft grant application materials – Mansfield Town Square

DRAFT January 3, 2014

TOWN OF MANSFIELD

Attachment to Application for FY 2014 Small Town Economic Assistance Program (STEAP)

Downtown Mansfield Revitalization and Enhancement Project – Mansfield Town Square

Project Overview

Provide a description of the proposed project which includes the purpose of the project. Please be clear as to whether the funds you are requesting are for design, planning, site acquisition or construction. Please be as comprehensive as possible in the description of this project.

The purpose of Storrs Center is to develop Mansfield's downtown into a vibrant and economically successful mixed-use destination. For over twelve years, the Mansfield Downtown Partnership, Inc. ("Partnership"), the Town of Mansfield's municipal development agent for Storrs Center, has worked with the Town of Mansfield, the University of Connecticut ("UConn"), and the business community, to develop a true college downtown - a main street - where none has existed.

A main focal point for the downtown will be the town square which will be a gathering place for both residents and visitors. The town square borders Route 195 (Storrs Road), Dog Lane, Bolton Road Extension, and Royce Circle. *Please see the attached site plan.* Events are planned for the town square including festivals, art shows, music, puppetry performances, and book readings. The town square will also be flexible enough to allow for someone to sit, read, or eat lunch when events are not underway. The square will benefit businesses in Storrs Center by attracting potential customers to the downtown.

As noted in the Storrs Center Special Design District Design Guidelines (2007), the Town Square Area was envisioned as the following:

"Modeled after such prominent public spaces as Princeton's Palmer Square and Philadelphia's Rittenhouse Square, the Town Square Area will include a public square at the north end of Storrs Center that will serve as an active center of civic and retail

activity. Distinguished by its scale, functions, and architectural character, the town square will open onto Storrs Road to create a visual dialogue with the University. Shops and restaurants will line the ground floor of the surrounding buildings and enliven the open space. The square will be framed by buildings ranging from three to five and one half stories. Ground floors will be dedicated primarily to retail and restaurant spaces that occasionally occupy second level or mezzanine spaces. Upper floors will be dedicated primarily to residential spaces.

An important role of the Town Square Area will be to help reactivate Storrs Road as the main street for Mansfield and the University of Connecticut. The plan calls for new buildings to front a broad sidewalk and terrace area along the main street frontage across from the campus. The main street vision, at the crossroads of town and university life, draws inspiration from such traditional college towns as Cambridge, Massachusetts; New Haven, Connecticut; Princeton, New Jersey; Northampton, Massachusetts; Hanover, New Hampshire; State College, Pennsylvania; Charlottesville, Virginia; and Chapel Hill, North Carolina, amongst others. Sidewalks and outdoor terraces along the main street will typically be 18 to 24 feet wide in front of the buildings around the square and will create a pedestrian oriented environment characterized by landscaping, outdoor seating, and outdoor displays. While providing a wonderful place to play, sit, convene, and meet neighbors, the Town Square will also provide an important venue for civic activities ranging from festivals and markets to performances and exhibitions. Kiosks and small pavilions can accommodate special uses, open air services and activities and performances in conjunction with the changing seasons. Special celebrations and events will enliven the street front experience of the entire neighborhood and contribute positively to the creation of a vital and sustainable commercial environment.”

The Town Square Area has now come to fruition; the town square is the final piece to be completed. In 2004, the Partnership selected LeylandAlliance to be its master developer. This public-private partnership has worked together since then to bring the Storrs Center downtown vision to reality. Storrs Center opened its first phase in August 2012, which includes a mix of housing, restaurants, shops, offices, and services. There are 322 units of rental housing and twenty-two businesses open in Storrs Center in the four buildings that have opened (1 Dog Lane, 9 Dog Lane, 11 Dog Lane, and 1 Royce Circle). These businesses include several restaurants, a second Storrs location of the UConn Co-op bookstore, UConn Health Center medical offices, a candy store, and a floral shop, among others.

The next phase, 8 Royce Circle, will open in August 2014. It will include 92 rental apartments on the upper floors with a CVS drugstore and combined Bruegger’s Bagels and Jamba Juice on the first floor.

A 32,000 square foot Price Chopper grocery store will open in late spring 2014 in the market area of Storrs Center. Educational Playcare day care center will open in summer 2014 on Wilbur Cross Way.

Future phases include commercial and residential development along Wilbur Cross Way and for-sale housing in the rear of the Storrs Center footprint.

The Storrs Center downtown is thriving and well on its way to becoming a destination in the region. The town square was designed this past year by Kent+Frost Landscape Architecture with input from many local stakeholders. The estimated total cost is \$1.45 million. Construction is underway and is expected to be completed in summer 2014. The Town of Mansfield, UConn, master developer LeylandAlliance and its development partner EdR, and the Partnership have committed \$890,000 to the project. Funding from the Small Town Economic Assistance Program (STEAP) will allow for the town square to be built as designed, including funding for the performance stage roof, shade structure, and art pieces to enhance the final town square. Because the town square is located between three significant mixed-use buildings, vertical elements being proposed will give the town square a strong presence. *Please see the attached conceptual renderings for the town square which show the stage and shade structure.* The costs of these important elements being requested through STEAP have not been able to be funded under current budgets.

How will this project impact and benefit the community? Please include any projected economic impact and job creation or retention estimates.

The town square is a community and economic development project. It will provide a central gathering place for residents and visitors to enjoy a variety of events. The Partnership's annual festival will move to the square and its surrounding streets in September 2014. The festival, in its 11th year, attracts over 3,000 people and is the largest community event in Mansfield. Other cultural and holiday events are planned for the square including weekday concerts at noon; monthly art fairs in the summer and fall; Friday or Saturday night movies in the square; Halloween trick or treating; and holiday and winter events. Some of these events are traditions to which people already look forward, and we hope that the rest of the events, and others, will attract a similar loyal following. The goal is for the square to serve the role of other great squares in New England where it becomes the hub of community life and activity.

With respect to economic benefits, a thriving town square will make Storrs Center an even more attractive location for new businesses and bolster economic activity downtown.

The Town's grand list increased by 3.19% this year, largely due to Storrs Center, and Storrs Center Alliance and EdR are now the Town's largest taxpayers. Approximately, \$420,000 is expected in tax revenue for the current Town fiscal year.

An October 2012 fiscal analysis by HR&A financial advisors projected expected revenue generated by Storrs Center from FY2014-2015 to FY2021-2022 to be \$6 million based on Phases 1A, 1B, 1C and the market area alone.

As of late 2013, over 175 new jobs have been created by the businesses at Storrs Center. Storrs Center is also supporting construction-related jobs at the project site on a temporary basis during the construction period.

Connecticut businesses are benefitting from the planning and construction of town square. Design and engineering of the town square has been completed by Mystic based Kent+Frost Landscape Architecture and New London based E2 Engineering. Hop River Concrete, located in Columbia, CT, has constructed the foundations for the stage and shade structure. The vertical structures (stage roof, shade structure) for the town square will be manufactured in Connecticut.

The town square is part of the larger, multi-phased Storrs Center project which is being created to provide benefits to the community of Mansfield, the University of Connecticut, and the state of Connecticut. The requested funds from the STEAP grant would benefit various public and private stakeholders in the following ways:

- Town residents will benefit from an increase in locally-available goods and services, employment opportunities, and the establishment of a new community center that will enhance the community's quality of life;
- Business-owners and owners of commercial properties in the downtown will benefit from the retention and strengthening of existing businesses and the creation of new business opportunities;
- Storrs Center advances the Town of Mansfield's goals for both economic development and open space preservation, as described in the Town's Strategic Plan, by focusing development in an area with existing civic uses, and, thus, relieving development pressure on other areas of town;
- UConn students, staff, and visitors will benefit from increased off-campus amenities and an overall improvement of the University atmosphere, which will enhance the recruitment of students and faculty;
- The planned technology park at UConn's north campus creates great synergy with Storrs Center with the additional employees at the technology park being able to utilize the town square, housing, shops, and restaurants at Storrs Center; in addition, UConn has implemented a faculty hiring plan with 300 new faculty to be hired over the next few years who will likely patronize Storrs Center;
- The State of Connecticut will share in all of the above-noted benefits, and accordingly, the State's commitment to the overall effort to enhance UConn's

reputation as a prominent national university and an appropriate “flagship” for the State’s higher education system will be advanced;

- Storrs Center is a leading example of successful economic development balanced with smart growth principles that emphasize long-term environmental and economic stability.

What, if any, planning or design work has begun or been completed on this project?

For over twelve years, the Partnership, in collaboration with regional, civic, and community leaders, has been planning Storrs Center. Consequently, much work has been done to develop a comprehensive plan for Storrs Center.

In January 2005, the Connecticut Department of Economic and Community Development approved the Storrs Center Municipal Development Plan after local and regional approvals.

In June 2007, the Mansfield Planning & Zoning Commission approved a special design district for the Storrs Center project area to accommodate mixed-uses (“Storrs Center Special Design District”).

Plans were developed for the town square this year, and after a public hearing, a zoning permit was issued for the town square on November 6, 2013 by the Town of Mansfield. Construction began on the town square in fall 2013.

Is the proposed project consistent with the State Conservation and Development Policies Plan?

Yes. The project is within a plan designated “Neighborhood Conservation Area.”

Will the project require the conversion of lands currently in agricultural use to non-agricultural use? Does the project area contain prime or important agricultural soils that are greater than 25 acres in area?

No.

Does the project involve a state right-of-way? If yes, please provide the location and brief explanation.

Storrs Road, to the western side of the town square, is a state right-of-way.

Describe the environmental and social impacts of the proposed project. For example, impacts related to traffic, floodplains, natural resources/wetlands, endangered species, archeological resources, historical structures, neighborhoods, utilities, etc.

In January 2008, the Town of Mansfield received a federal transportation appropriation of \$490,000 for the Storrs Center Intermodal Transportation Center to be administered through the Federal Transit Administration (FTA). With this funding, the Town was required to prepare an application for a Categorical Exclusion in accordance with CFR 771.117(D). The application was filed through the Town's administrative agent – the Greater Hartford Transit District – and on June 28, 2010, the Federal Transit Administration determined that the specific conditions or criteria for a Categorical Exclusion under 23 CFR 771.117 (d) (10) were satisfied and significant environmental impacts would not result. This evaluation included the entire Storrs Center site.

In addition, an Environmental Impact Evaluation was conducted for the Storrs Center project, and a Record of Decision was made by the State of Connecticut Office of Policy and Management on April 28, 2003 that the "Environmental Impact Evaluation for Graduate Student Apartments & Downtown Mansfield Master Plan Projects" satisfied environmental impact criteria of the Connecticut Environmental Policy Act.

Both of these evaluations required extensive review of the environmental impacts of Storrs Center:

Traffic

Traffic impacts of any significance have been anticipated to Route 195 (Storrs Road) and are being mitigated using appropriate traffic engineering design for lane widths, turning lane lengths, clear widths (for emergency vehicles), textured pavement and striping, modern signals, etc.

Due to the presence of UConn, existing public transportation service in the area is more extensive than one would find in a typical rural-suburban environment. UConn's Department of Parking and Transportation Services operates several bus routes to or near the Storrs Center site. In addition, the Windham Region Transit District (WRTD) runs a Storrs/Mansfield route during the day from the Route 44 area through UConn's campus to downtown Willimantic.

As part of the application for the Storrs Center Special Design District, a Master Traffic Study was prepared by BL Companies. The Study concluded that the net increase in vehicular traffic resulting from the Storrs Center development was estimated to be 315 morning and 700 afternoon peak hour trips. These trips were assigned to the adjacent street network to determine if sufficient capacity was available. Mitigation was recommended to maintain acceptable traffic operation within the project vicinity. The Master Traffic Study parameters included the location of an Intermodal Transportation Center in the center of the Storrs Center project. The Intermodal Transportation Center will open in January 2014.

Methods approved for improvements of Storrs Road and to alleviate the increased traffic impacts have been put in place. These methods include the realignment and partitioning of the pavement area to accommodate the addition of dedicated and clearly defined turning lanes. Modifications to the intersection of Storrs Road and South Eagleville Road and the intersection of Storrs Road and Bolton Road will improve the traffic flow. The South Eagleville intersection has been modified to include dedicated turning lanes. Dog Lane has been re-aligned, and the two lights at Dog Lane and Bolton Road have been replaced with one four-way, lighted intersection at Bolton Road that will function as one of the main entryways to the Town Square.

In order to better provide for pedestrian traffic, Storrs Center provides for pedestrian collection points and crosswalk zones, wider sidewalks, parallel parking zones on Storrs Road, medians, landscaping of street edges, and definition of building entry areas. The addition of parallel on-street parking zones, besides providing more parking capacity, contributes to traffic calming and provides pedestrians with a better sense of security.

The Connecticut State Traffic Commission approved the traffic-related recommendations in June 2009, and Storrs Road work is complete. The Connecticut State Traffic Commission review and approval took into account all traffic impacts including the capacity of the road network.

The Master Traffic Study echoed the goals of Storrs Center by focusing on enhancing transit service to the site. The goal is to extend or modify the routes of the UConn and WRTD systems and expand weekend and evening service. The Study recommended potential locations for bus shelters and stops as well, which have been implemented.

During the review of the Master Traffic Study and the application to the State Traffic Commission, the Town of Mansfield Traffic Authority strongly recommended that streets be wide enough to accommodate emergency vehicle and bus traffic, both on the interior Wilbur Cross Way and Storrs Road. The streets will accommodate these larger vehicles, and mountable curbs are in place on Storrs Road.

Storrs Center will be the downtown for Mansfield and, thus, will increase public transportation, commerce, and housing opportunities. Increased activity, particularly traffic associated with the Intermodal Transportation Center, is necessary to achieve the goals of bringing new amenities to Mansfield and especially this part of town. The demographics of this area include a transit dependent population that will greatly benefit from the increases in public transportation services.

Archeological Resources and Historic Structures

There are no cultural, historic, or archaeological resources in the immediate vicinity of the project. The Environmental Impact Evaluation referenced a letter from the State Historic Preservation Office (SHPO) (August 22, 2001) that concluded that the Storrs

Center site lacks archaeological sensitivity and no further archaeological consideration was warranted. In addition, the SHPO indicated that the project will not impact historical or architectural resources listed on or eligible for the National Register of Historic Places.

Natural Resources/Wetlands

There are no natural resources or wetlands in the town square area.

Floodplains

No adverse floodplain impacts are anticipated. None of the Storrs Center project is in the 100-year floodplain.

Endangered Species and Ecologically Sensitive Areas

No adverse impacts are anticipated on ecologically sensitive areas or endangered species.

There are no endangered species identified on the site as part of the evaluation during the development of the Environmental Impact Evaluation and by Dr. Michael Klemens as part of his biodiversity surveys for the Storrs Center Municipal Development Plan.

Neighborhoods

Construction of the town square is in the partial footprint of the former Storrs Automotive parcel at 4 Dog Lane which was demolished and relocated to 11 Dog Lane as part of the relocation process. All businesses affected by the construction, including Storrs Automotive, were provided relocation benefits as part of the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act.

The overall Storrs Center project has been approved by the Mansfield Inland Wetlands Agency, the CT Department of Environmental Protection (now the Connecticut Department of Energy & Environmental Protection), and the US Army Corps of Engineers.

Noise impacts are not expected to be a long term issue for the project. There will be elevated noise levels temporarily during construction. To mitigate these noise levels, construction activities are limited by restricted day and hour requirements of the Mansfield Zoning Regulations. Long term, it is expected that noise levels should be consistent with those on or near college campuses, which levels are well within standards set by the Connecticut Department of Environmental Protection. Mansfield's existing noise ordinance will assist in addressing any noise issues that may arise.

Utilities

A key aspect of the location of Storrs Center is that it is adjacent to existing utilities. Storrs Center will be served by UConn water and sewer systems. Connecticut Light and Power is the provider of electric power to the site. Connecticut Natural Gas is providing gas service. SNET is providing phone service. Charter Communications is providing CATV. Fibertech is providing data service. All utility capacity is programmed into the providers' long-range plans.

Is this project a phase of a larger plan? If yes, please complete the following:

What phase are you applying for?

The town square is the last part of Phase 1 of Storrs Center. Phase 1 also includes the mixed-use buildings at 1 Dog Lane, 9 Dog Lane, and 1 Royce Circle; Storrs Automotive at 11 Dog Lane; and 8 Royce Circle which is under construction and will open in August 2014.

How many phases are there in total?

There are four phases of Storrs Center. The other three phases are the market area in the southern part of the project; Wilbur Cross Way; and the residential neighborhood. The market area includes a 32,000 square foot Price Chopper grocery store and 5,000 square foot commercial building and will be completed by summer 2014. The mixed-use buildings on Wilbur Cross Way are in design with construction scheduled to start in 2014 with completion in 2015. The residential neighborhood is in planning and design with a goal for final plans to be developed in 2014.

What state agency administers this project?

The Storrs Center Municipal Development Plan was approved by the CT Department of Economic and Community Development (DECD) in January 2006.

Who is the agency contact for this project?

Nelson Tereso, CT DECD, Project Manager, Office of Financial Review & Special Projects, is the Town's main contact for the State funded portions of Storrs Center.

Attach additional information regarding the overarching, long-term plan.

Storrs Center is planned as a four phased project at an estimated cost of \$220 million. Attached please find a Fact Sheet on Storrs Center.

Project Funding

Please complete the following table detailing project funding sources. Examples of other sources include: other state grants (please specify which), federal grants (please specify which), past STEAP awards (please specify fiscal year), etc. Under uses please indicate estimated costs including but not limited to, professional services, acquisition, construction, renovation, contingency, etc.

Funding Sources	Total
FY 2014 grant	\$500,000
Other funds:	
Town of Mansfield	\$250,000
University of Connecticut	\$250,000
Mansfield Downtown Partnership	\$100,000
EdR	\$125,000
Storrs Center Alliance	\$125,000
Tax abatement	\$40,000
Private fundraising	\$62,250
Total Project Cost	\$1,452,250
Uses (Project Budget)	
Partial construction of town square including design services, grading, performance stage and shade structure foundations, green circle, permeable pavers, trees, plantings, bike racks, benches, stone walls, partial cost of stage roof	\$890,000
Stage Roof	\$160,250
Shade Structure	\$267,000
Art	\$135,000
Total Project Cost	\$1,452,250

Of the proposed funding sources listed above, what is the anticipated source and timeline for these funds?

Funding has been secured from the Town of Mansfield, UConn, master developer LeylandAlliance and its development partner EdR, and the Partnership and part of a tax abatement per a Development Agreement between the Town of Mansfield, Storrs Center Alliance, and EdR dated February 11, 2011.

Most of these funds are in place with the remaining cash funds to be in place by the end of January 2014.

Please detail, what funds, if any, have been expended to date for this project?

As of December 2, 2013, approximately \$93,500 has been expended by the Town's design consultant Kent+Frost, the Town's Department of Public Works, and Storrs Center Alliance's contractors.

If this is not part of a multi-phase project, has any work already begun? If yes, please summarize.

N/A

If this is a multi-phase project, please provide a brief summary of the work completed to date.

The project is part of the multi-phase Storrs Center project. For the town square, work has been completed on the design and engineering; grading; water service; electrical conduits; and foundations for the performance stage, the stone wall, and the shade structure.

Is there any other relevant information you feel may be helpful, please include it below:

Will this project move forward if the requested STEAP funds are not awarded or are awarded in part? Please explain.

STEAP funding for the town square will allow a comprehensive town square to be built as designed. The project will continue to move forward but will need additional fundraising for all elements to be in place (stage roof, shade structure, art work).

Attach the following material:

1. Site location map

Please see the attached maps: 1) Aerial map with Storrs Center site in the context of the Town of Mansfield; 2) Overall site plan which shows the town square and directory of Storrs Center businesses; and 3) detailed concept plan of the town square.

2. Real estate appraisals (if land acquisition is proposed)

This application does not include any requests for funding for purchase or acquisition of land.

3. Proposed project schedule

The design of the town square was completed this fall, and construction is underway. Many of the horizontal elements of the town square will be completed in winter 2013/2014 with the exception of the permeable pavers and the granite curbing for the green circle. The project will go into winter shutdown and most of the construction will be completed by spring 2014. All elements currently funded should be completed by early September 2014.

4. Project cost estimates supporting the request for funding (if available)

The project budget is based on estimated costs provided by Kent+Frost Landscape Architecture and the landscape contractor Mountain View Landscapes and Lawncare, Inc.

5. List of necessary local, state, and federal permits and approvals required for the project and the status of each

In January 2005, the Connecticut Department of Economic and Community Development approved the Storrs Center Municipal Development Plan after local and regional approvals.

Changes to the Town of Mansfield zoning map and text to create a special design district were approved by the Mansfield Planning & Zoning Commission in June 2007.

In June 2009, the Connecticut State Traffic Commission approved a certificate for traffic, pedestrian, and transit improvements to Storrs Road. A certificate was issued in June 2011, and all conditions were met in July 2013.

A zoning permit was issued for the town square on November 6, 2013 by the Town of Mansfield.

6. Environmental site assessments

An Environmental Impact Evaluation was conducted for the Storrs Center project, and a Record of Decision was made by the State of Connecticut Office of Policy and Management on April 28, 2003 that the "Environmental Impact Evaluation for Graduate Student Apartments & Downtown Mansfield Master Plan Projects" satisfied environmental impact criteria of the Connecticut Environmental Policy Act.

A Phase I Environmental Site Assessment (ESA) and Phase II Investigation of the proposed Storrs Center Municipal Development Plan Project Area, excluding one parcel, was performed by Haley & Aldrich, Inc., to provide a baseline of environmental conditions and to identify environmental conditions that could affect the development process. A Phase I ESA of the excluded parcel at 2 South Eagleville Road, presently occupied by the US Post Office, and supplemental Phase II Site Investigations of portions of the Storrs Center Municipal Development Plan Project Area, including the 4 Dog Lane parcel, were performed by BL Companies. In addition, BL Companies completed a review of the Environmental Investigations Reports prepared by Haley & Aldrich of the work noted above.

BL Companies is currently performing on-going environmental site investigations for the project area to establish the extent of any historic site contamination and to develop requisite plans for additional remediation, if necessary. The former 4 Dog Lane (Storrs Automotive) parcel was partially within the footprint of the town square. The building was demolished in preparation for construction of the recently completed Royce Circle.

Historical soil remediation was completed at the site in 1994 following the removal of underground storage tanks formerly utilized at the site. Based on the results of the above mentioned investigations, additional soil remediation is not required in order to achieve compliance with the State of Connecticut Department of Energy & Environmental Protection (CTDEEP) Remediation Standard Regulations (RSRs). Storrs Center Alliance entered in to the CTDEEP Voluntary Remediation Program. Ground water monitoring wells will be installed soon in and around the town square in order to complete required compliance monitoring due to the historical contamination on the site. Storrs Center Alliance is working with the Town of Mansfield and Kent+Frost Landscape Architecture on the timing of installing the monitoring wells in the town square area vis a vis the work on constructing the town square. Once the groundwater monitoring indicates compliance with the RSRs, BL Companies will file a final verification with DEEP. The Town received a brownfields grant from the State's Brownfield Remediation and Revitalization Program that partially covers the cost of the environmental monitoring on the town square parcel.

Per the Development Agreement with the Town of Mansfield, Storrs Center Alliance is responsible for any environmental remediation or monitoring in Storrs Center.

7. If applicable, any town resolution(s) in support of application for this grant.

Please see the attached resolution approved by the Mansfield Town Council on _____ *(pending decision by Town Council)* in support of the Downtown Mansfield Revitalization and Enhancement Project – Mansfield Town Square.

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**Town of Mansfield
Agenda Item Summary**

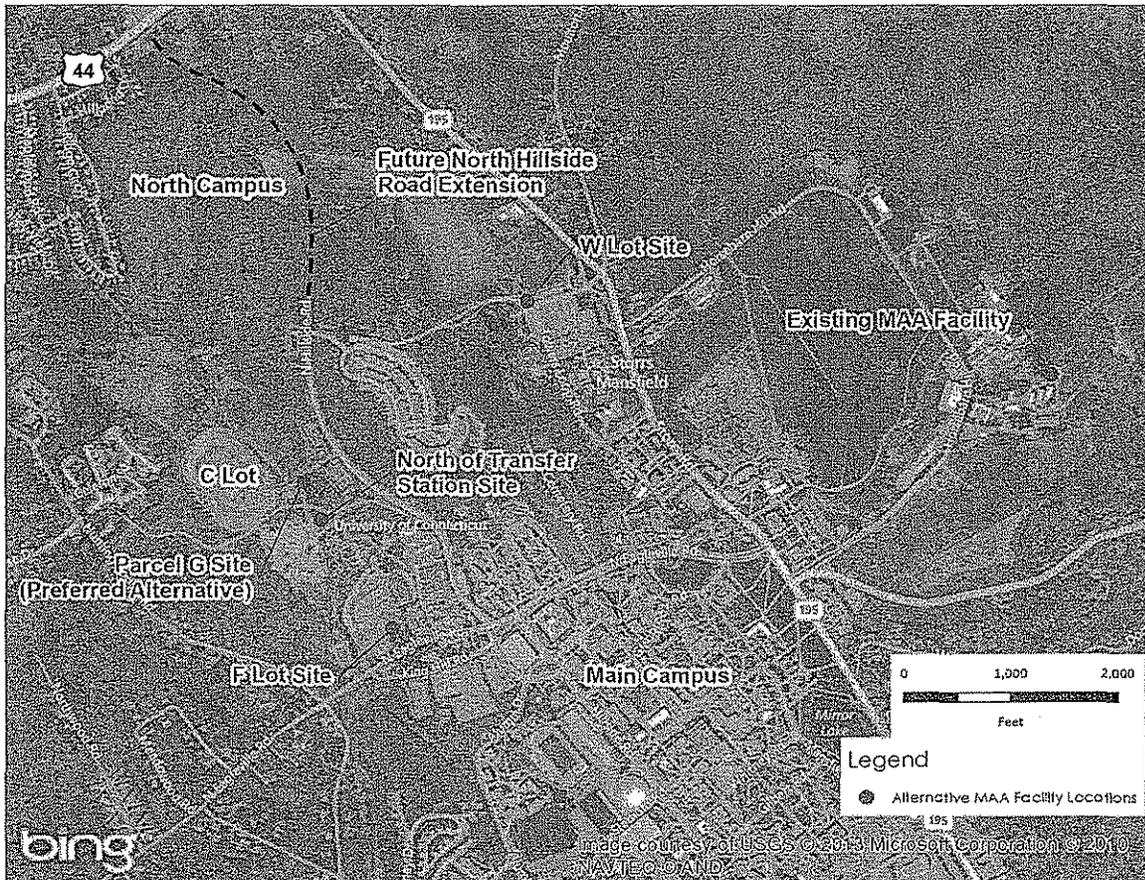
To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager; Linda Painter, Director of Planning and Development; David Dagon, Fire Chief
Date: January 13, 2014
Re: UConn Main Accumulation Area Environmental Impact Evaluation (EIE)

Subject Matter/Background

In 2012, the University of Connecticut convened an advisory committee to study the relocation of the Main Accumulation Area (MAA), formerly known as the hazardous waste storage/transfer site. The MAA is currently located on Horsebarn Hill, which has been a long-standing cause for concern due to its proximity to the Level A Aquifer Protection Area for the Fenton River wellfields and its location within the watershed for Windham Water Works. The role of the advisory committee was to review and evaluate potential locations for the MAA as a precursor to a formal Environmental Impact Evaluation (EIE) process.

The Town was represented on this committee by Linda Painter, Director of Planning and Development, David Dagon, Fire Chief, and William Lennon, resident. The following sites were identified for evaluation by the committee:

- Existing Location, As-Is (no changes to facility)
- Existing Location, New Facility
- F-Lot
- W-Lot
- North of Transfer Station
- North Campus (Technology Park) Parcel G



Working with the University's staff and consultant team, the advisory committee identified several criteria for ranking the various sites, including: environmental/ecological concerns, public health, proximity to public water supplies, public safety/security and accessibility, planning consistency and land use, cost and regulatory considerations and traffic safety/circulation. Each member individually scored each site based on the criteria. The members were able to assign different weights to the evaluation criteria based on their priorities. For example, the average weight assigned to the public water supply criteria was 23.6% of the total score, with individual weighting factors for that criteria ranging from 5% to 35%.

The highest ranked site identified through this process was Parcel G in the University's north campus area, located west of the tennis courts along North Hillside Road. This site received the highest scores from ten of the eleven advisory committee members. The second highest ranked site was W lot, located on the west side of Route 195, north of the Moulton Road intersection.

Based on the recommendations of the advisory committee, the University initiated the Environmental Impact Evaluation (EIE) process in the spring of 2013

to thoroughly evaluate the potential impacts of relocating the facility to Parcel G site as well as other alternatives, including no action (leaving the existing facility as-is). The Town Council authorized the Mayor during the scoping process to submit a letter encouraging UCONN to move forward with relocation of the facility (attached). The University completed and released the EIE in November 2013; a public hearing was held on January 8th and the public comment period is open until January 19, 2014. The EIE concludes that Parcel G is the preferred site for the facility, consistent with the recommendations of the Advisory Committee. The Executive Summary is attached for your review.

Recommendation

The PZC will review this issue at its meeting on January 13th immediately preceding the Council meeting. If the PZC is in agreement, staff recommends that the Council authorize the submission of a joint Town Council/PZC letter supporting relocation of the MAA facility to Parcel G.

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

Move, to authorize the Mayor to co-sign the attached letter in support of the University of Connecticut's efforts to relocate the Main Accumulation Area, as recommended by the environmental impact evaluation dated November 19, 2013.

Attachments

- 1) MAA EIE Executive Summary
- 2) May 2013 Letter to University of Connecticut
- 3) Draft January 2014 Letter to University of Connecticut



Executive Summary

The University of Connecticut (University or UConn) proposes to construct a new centralized facility for the temporary storage of chemical, biological, and low-level radioactive wastes from the University's academic research and teaching laboratories and facility operations on the Storrs campus. The University's existing facility, known as the Main Accumulation Area (MAA), is currently located on Horsebarn Hill Road at the eastern limit of the campus (*Figure ES-1*). The proposed location for a new, upgraded MAA is on an area of the North Campus referred to as "Parcel G."

The University, as the sponsoring agency for this project, has prepared an Environmental Impact Evaluation (EIE) pursuant to the Connecticut Environmental Policy Act (CEPA) to further evaluate the potential environmental impacts of construction of a new MAA on North Campus Parcel G.

The Proposed Action consists of constructing a new MAA facility on the western portion of the North Campus Parcel G site, a wooded area located between the existing tennis courts along North Hillside Road and the former landfill parking lot, referred to as the "C Lot" (*Figure ES-2*). The site is also bounded on the west by an overhead electrical utility corridor and by the multi-purpose Celeron Trail to the south. The proposed facility would be accessed from North Hillside Road and the C Lot Driveway.

The proposed facility is anticipated to consist of an enclosed, building with state-of-the-art waste storage and handling areas. The proposed building would have an approximately 5,800 square foot footprint and would require an approximately 0.75-acre development footprint for sufficient vehicle circulation and parking.

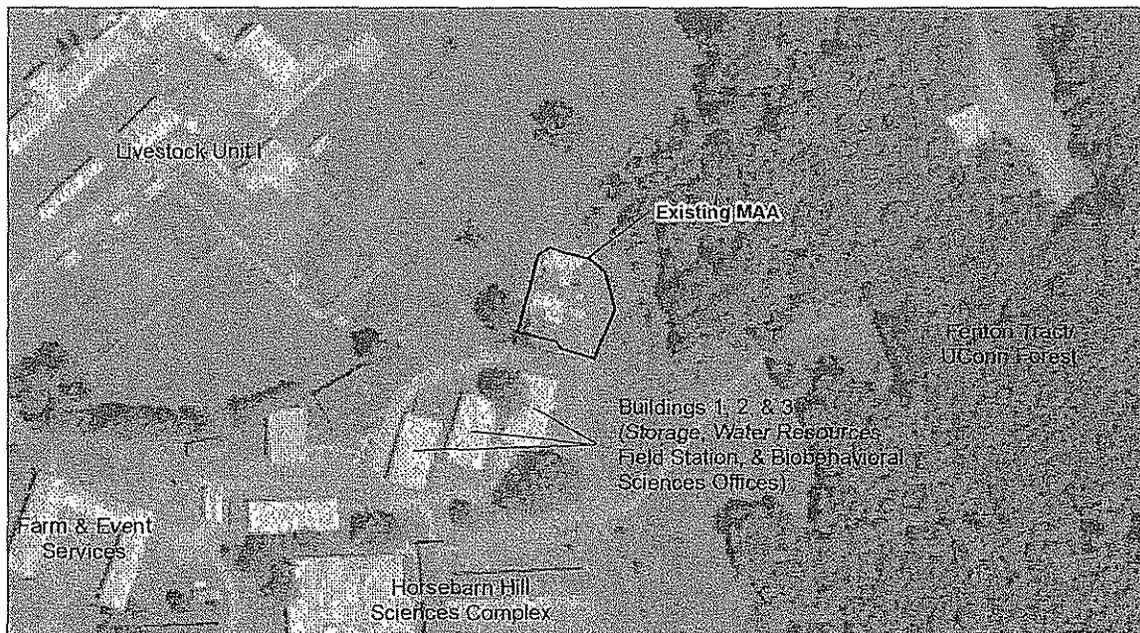


Figure ES-1. Location of Existing Main Accumulation Area

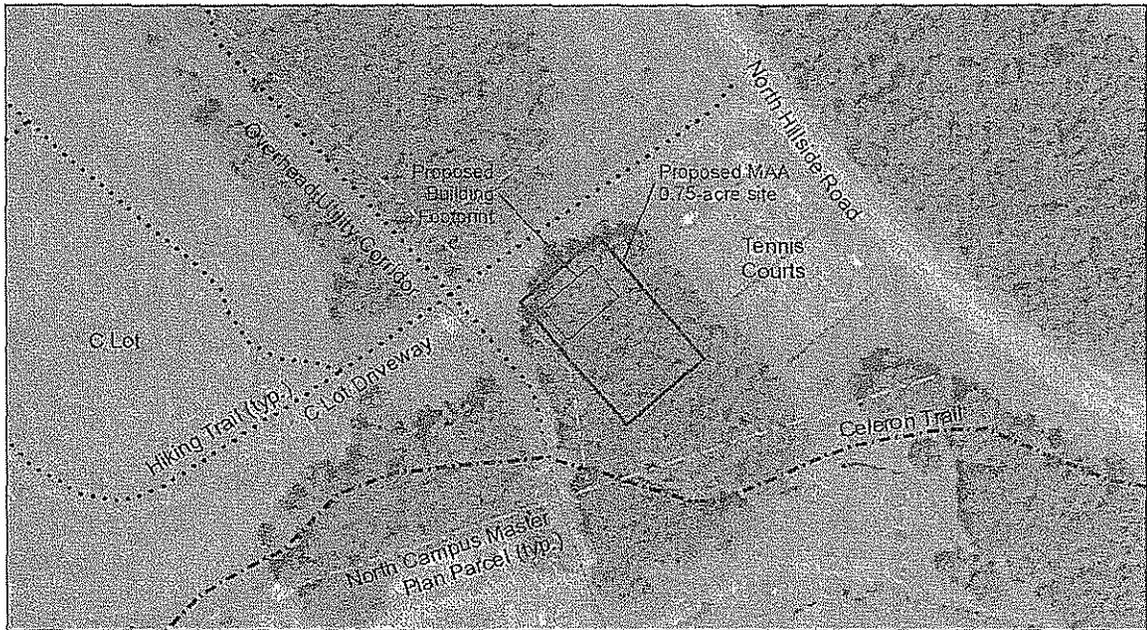


Figure ES-2. Location of Proposed Main Accumulation Area

The purpose of the Proposed Action is to address three identified needs: (1) public concern about the location of the existing facility within a public drinking water supply watershed, (2) more efficient use of space compared to that of the existing MAA facility, and (3) future waste generation and storage on the Storrs campus.

The University conducted a siting study in 2012 to identify and evaluate potential sites on the Storrs campus for an upgraded MAA. The 2012 siting study was led by an Advisory Committee consisting of representatives from the Town of Mansfield, Windham Water Works, local watershed organizations, the Connecticut Institute of Water Resources, and University of Connecticut staff from Public Safety, Environmental Policy, and Residential Life.

The UConn Office of Environmental Policy, working closely with the Siting Advisory Committee, University staff, and its consultant, identified and evaluated the alternative sites shown in *Figure ES-3* with respect to physical site constraints (e.g., slopes, wetlands, and soils), public health issues, public safety, and University planning initiatives.

1. **No Action** – The No Action alternative assumes continued use of the existing MAA in its current location, without modification. The facility would continue to operate with the existing structures, facility layout, and operational procedures.
2. **New MAA at the Existing Site** – Under this alternative, the existing MAA would be closed and decommissioned, and a building with an approximately 5,800 square foot footprint would be constructed on the existing site. The overall site footprint would be expanded to approximately 0.75 acres to allow adequate vehicle circulation and parking.



3. North Campus Parcel G Site (Proposed Action)
4. F Lot Site – The UConn F Lot is located north of North Eagleville Road and west of LeDoyt Road, situated adjacent to an electrical substation and near the UConn Public Safety complex. The proposed MAA would be located in the southeast corner of the parking lot, outside of the limits of the former ash landfill that underlies a large portion of the F Lot.
5. W Lot Site – The W Lot is located near the northern gateway entrance to the Storrs campus, west of Route 195 and north of Husky Village. The proposed MAA would be located in the northwest corner of the parking lot. Access to the site would be from the existing W Lot entrance along Route 195, across from the northern leg of Horsebarn Hill Road.
6. North of Transfer Station Site – This site is located north of the UConn Water Pollution Control Facility and solid waste transfer station, east of the Connecticut Light & Power (CL&P) electrical utility corridor, and south of the Celeron Trail.

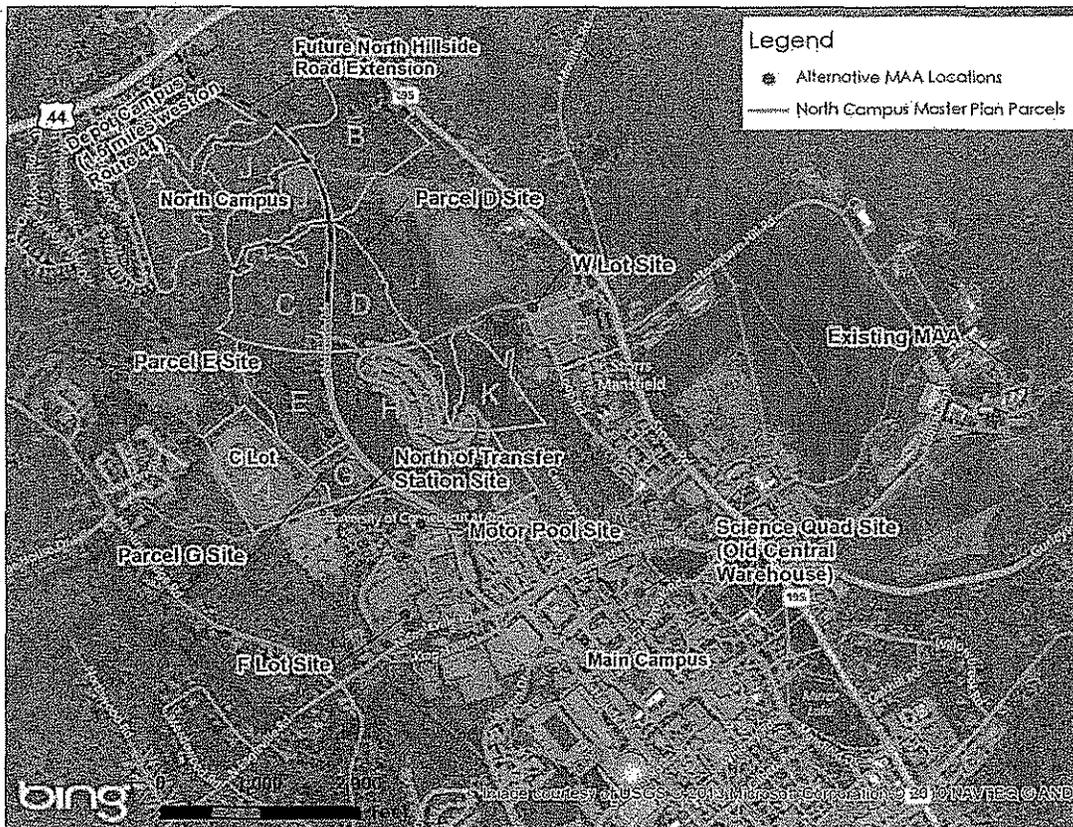


Figure ES-3. Alternative MAA Locations

A scoring matrix was developed in conjunction with the Advisory Committee as a semi-quantitative, multi-attribute rating and ranking tool designed to assist the Advisory Committee identify a ranked list of preferred sites. The evaluation criteria included consideration of ecological resources, public health, public water supplies, public safety/security and accessibility, land use and consistency with land use planning, cost and regulatory considerations, and traffic safety and circulation.

The North Campus Parcel G site was the highest-rated site overall, and was individually scored as the highest-rated site by 10 of the 11 Advisory Committee members. The lowest-rated site was the existing MAA facility location, i.e. the No Action alternative receiving the lowest overall score.

Based on the anticipated environmental impacts of the alternatives considered, a new MAA facility constructed on North Campus Parcel G is the preferred alternative evaluated in the subject EIS.

The Proposed Action would result in minor impacts to vehicle and pedestrian traffic on campus, loss of fragmented upland forest habitat, and minor increases in energy and utility usage. Potential construction-related impacts include temporary impacts to vehicle and pedestrian traffic, air quality, noise, hazardous materials and solid waste, and stormwater. Anticipated impacts and proposed mitigation measures to avoid, minimize, or offset potential adverse impacts are summarized in *Table ES-1*.

Table ES-1. Summary of Impacts and Proposed Mitigation

Resource Category	Impacts	Proposed Mitigation
Traffic, Parking, and Circulation	<ul style="list-style-type: none"> • Improved vehicle circulation, maneuverability, parking, and access/egress compared to that of the existing facility • Minor increases in traffic and potential for truck/pedestrian conflicts along waste shipment routes resulting from redistribution of existing traffic associated with EH&S and commercial waste transport vehicles traveling to and from the MAA • Larger, state-of-the art facility with greater waste storage capacity will address existing and future waste generation on campus, resulting in less frequent waste shipments from the MAA, less commercial waste transport vehicle traffic and potential for vehicle/pedestrian conflicts, and less frequent handling of wastes compared to No Action alternative 	<ul style="list-style-type: none"> • Restrictions on the timing of waste shipments and allowable truck routes to avoid periods and locations of high pedestrian activity on campus
Air Quality	<ul style="list-style-type: none"> • No adverse impacts 	<ul style="list-style-type: none"> • None required
Noise	<ul style="list-style-type: none"> • No adverse impacts 	<ul style="list-style-type: none"> • None required



Table ES-1. Summary of Impacts and Proposed Mitigation

Resource Category	Impacts	Proposed Mitigation
Water Resources	<ul style="list-style-type: none"> No adverse impacts to surface water and groundwater quality or quantity No adverse impacts to flood hazard potential Increase in stormwater runoff and potential stormwater pollutant loading 	<ul style="list-style-type: none"> Proposed stormwater management and facility design elements will reduce the potential for impacts associated with a release of chemicals or other hazardous materials to the environment (see <i>Utilities and Services</i>)
Wetlands and Watercourses	<ul style="list-style-type: none"> No adverse impacts 	<ul style="list-style-type: none"> Proposed stormwater management and facility design elements will reduce the potential for impacts associated with a release of chemicals or other hazardous materials to the environment (see <i>Utilities and Services</i>)
Wildlife and Vegetation	<ul style="list-style-type: none"> No adverse impacts Loss of approximately 0.75 acres of fragmented upland forest habitat 	<ul style="list-style-type: none"> Proposed stormwater management and facility design elements will reduce the potential for impacts associated with a release of chemicals or other hazardous materials to the environment (see <i>Utilities and Services</i>)
Cultural Resources	<ul style="list-style-type: none"> Parcel G contains potential areas of prehistoric value 	<ul style="list-style-type: none"> Additional cultural resource investigation of Parcel G (Phase 1B Archaeological Reconnaissance Survey) prior to development and coordinate with the State Historic Preservation Office (SHPO) and the Tribal Historic Preservation Officers (THPOs) of the Mashantucket Pequot and Mohegan Tribes to ensure that historic, archaeological, and cultural resources are protected
Visual and Aesthetic Character	<ul style="list-style-type: none"> No adverse impacts 	<ul style="list-style-type: none"> None required
Geology, Topography, and Soils	<ul style="list-style-type: none"> No adverse impacts 	<ul style="list-style-type: none"> Proposed facility design elements will reduce the potential for subsurface impacts associated with a release of chemicals or other hazardous materials to the environment (see <i>Hazardous Materials</i>)



Table ES-1. Summary of Impacts and Proposed Mitigation

Resource Category	Impacts	Proposed Mitigation
Utilities and Services	<ul style="list-style-type: none"> • Adequate utility capacity is available • The creation of impervious surfaces will cause increased stormwater runoff 	<ul style="list-style-type: none"> • Non-structural source controls and pollution prevention measures (parking lot sweeping, catch basin cleaning, drainage system and stormwater treatment system operation and maintenance, etc.) • LID approaches such as drywells, rain gardens, vegetated swales, and other infiltration techniques to infiltrate runoff from the building roof and sidewalks or paved areas where regulated wastes will not be handled • Runoff from loading areas or other locations where regulated wastes are handled will be directed to a stormwater collection system that can be effectively closed in the event of a spill. Such facilities will incorporate shut-off valves, impermeable liners, or other similar design features to reduce the potential for a release to the environment. • Management strategies to reduce stormwater bacteria concentrations including filtration practices such as lined and underdrained bioretention systems or subsurface sand filters • The facility design will incorporate spill containment measures to provide secondary and tertiary containment for regulated waste storage and handling areas, state-of-the-art security systems, and required training, inspections, and a contingency planning to meet applicable state and federal regulatory requirements • The design will consider the Campus Sustainable Design Guidelines, which include specific measures for reduction of energy consumption on new construction projects on campus
Public Health and Safety	<ul style="list-style-type: none"> • Sufficient public safety and emergency services are currently available to address the needs of the MAA 	<ul style="list-style-type: none"> • None required

Table ES-1. Summary of Impacts and Proposed Mitigation

Resource Category	Impacts	Proposed Mitigation
Hazardous Materials	<ul style="list-style-type: none"> • Larger, state-of-the-art facility with greater waste storage capacity will address existing and future waste generation on campus, resulting in less frequent waste shipments from the MAA, less commercial waste transport vehicle traffic and potential for vehicle/pedestrian conflicts, and less frequent handling of wastes compared to No Action alternative • No adverse impacts related to toxic or hazardous waste sites 	<ul style="list-style-type: none"> • Facility design and operation will incorporate secondary and tertiary spill containment for regulated waste storage and handling areas, state-of-the-art security systems, required training and inspections, and contingency planning to meet applicable state and federal regulatory requirements for safe operation of the facility. • Use of “green chemistry” techniques and waste minimization at the point of generation will reduce or offset anticipated future increases in waste generation on campus.
Socioeconomics	<ul style="list-style-type: none"> • No adverse impacts • Creation of short-term construction jobs 	<ul style="list-style-type: none"> • None required
Land Use and Planning	<ul style="list-style-type: none"> • No adverse impacts - Proposed Action is consistent with existing land use and campus, local, regional, and state land use plans 	<ul style="list-style-type: none"> • None required
Construction Period		
Traffic, Parking, and Circulation	<ul style="list-style-type: none"> • Minor, temporary disruptions to traffic in the immediate area of construction 	<ul style="list-style-type: none"> • Use of construction-phase traffic management measures to maintain efficient traffic operations during the construction period including construction phasing to minimize disruptions to traffic, signage, and detours.
Air Quality	<ul style="list-style-type: none"> • Construction activities may result in short-term impacts to ambient air quality due to direct emissions from construction equipment and fugitive dust emissions 	<ul style="list-style-type: none"> • Contractors will be required to comply with air pollution control requirements in UConn <i>Environmental, Health, and Safety Policies, Regulations, and Rules for Construction, Service, and Maintenance Contractors</i>, including reference to such requirements in contract documents. • Ensure proper operation and maintenance of construction equipment. • Limit idling of construction vehicles and equipment to three minutes. • Implement traffic management measures during construction. • Implement appropriate controls to prevent the generation and mobilization of dust.

Table ES-1. Summary of Impacts and Proposed Mitigation

Resource Category	Impacts	Proposed Mitigation
Noise	<ul style="list-style-type: none"> • Heavy construction equipment associated with site development may result in temporary increases in noise levels in the immediate area of construction 	<ul style="list-style-type: none"> • Contractors will be required to comply with noise control requirements in UConn <i>Environmental, Health, and Safety Policies, Regulations, and Rules for Construction, Service, and Maintenance Contractors</i>, including reference to such requirements in contract documents. • Ensure proper operation and maintenance of construction equipment. • Construction contractors should make every reasonable effort to limit construction noise impacts.
Stormwater and Water Quality	<ul style="list-style-type: none"> • Exposure of soil increases potential for erosion and sedimentation 	<ul style="list-style-type: none"> • Use of appropriate erosion and sediment controls during construction, consistent with the <i>2002 Connecticut Guidelines for Soil Erosion and Sediment Control</i>, as amended.
Hazardous Materials and Solid Waste	<ul style="list-style-type: none"> • Temporary on-site storage and use of fuels and other materials associated with construction vehicles and equipment • Asbestos-containing materials, lead-based paint or other hazardous materials associated with closure of the existing MAA facility • Generation of solid waste including construction and demolition debris 	<ul style="list-style-type: none"> • Contractors will be required to comply with requirements for construction-related hazardous materials and solid waste in UConn <i>Environmental, Health, and Safety Policies, Regulations, and Rules for Construction, Service, and Maintenance Contractors</i>, including reference to such requirements in contract documents. • Hazardous or regulated materials or subsurface contamination encountered during construction will be characterized and disposed of in accordance with applicable state and federal regulations. • UConn will follow CTDEEP guidance for closure and decommissioning of the existing MAA, including removal of the existing structures and equipment, site characterization for any residual contamination, and associated cleanup. UConn will also follow applicable closure and decommissioning requirements of the Nuclear Regulatory Commission. • Construction-related solid waste will be handled and disposed of in a manner that meets current regulations and University standards. Construction and demolition debris will be managed in accordance with applicable state and federal regulations and the University's contractor policies.



The following certificates, permits, and approvals are anticipated to be required for the Proposed Action. Additional certificates, permits, and approvals may be identified following the CEPA process, pending the final design of the project.

- CTDEEP Flood Management Certification – required for activities affecting natural or man-made drainage facilities
- CTDEEP General Permit for Discharge of Stormwater and Dewatering Wastewater Associated with Construction Activities – registration required if total site disturbance exceeds 1 acre
- Coordination with the State Historic Preservation Office (SHPO) and Tribal Historic Preservation Officers (THPOs) of the Mashantucket Pequot and Mohegan Tribes – required as a mitigation commitment in the Record of Decision for the North Hillside Road Extension EIS

The following permits have been issued or are pending for the proposed extension of North Hillside Road and associated development of the North Campus for the UConn Technology Park, including Parcel G, the site of the Proposed Action:

- CTDEEP Flood Management Certification (FM-201205381)
- CTDEEP Inland Wetlands & Watercourses, Water Quality Certification, and Water Diversion Permit (IW-201205383, WQC- 201205382, DIV- 201205385, Draft)
- United States Army Corps of Engineers Section 404 Individual Permit (File No. NAE-2004-3990, Permit Pending)

A scoping notice for the subject project appeared in the April 16, 2013 edition of the *Environmental Monitor* (*Appendix A*), beginning the 30-day scoping period. The scoping period ended on May 16, 2013. During the scoping period, a public scoping meeting was held on the UConn campus on May 1, 2013. Public oral comments were received during the public meeting from four Town of Mansfield residents. A summary of comments made at the public scoping meeting and copies of written comment letters received during the scoping period are provided in *Appendix A* of the subject EIE.

Formal notice of the availability of this EIE has been published in the *Hartford Courant*, the *Willimantic Chronicle*, and in the *Environmental Monitor*. An electronic copy of this document was also made available on the UConn Office of Environmental Policy website. The document was sent to the appropriate State agencies and the Town of Mansfield for review and comment.

TOWN OF MANSFIELD



Elizabeth Paterson, Mayor

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

May 13, 2013

Mr. Jason Coite
UConn Office of Environmental Policy
31 LeDoyt Road, U-3055
Storrs, Connecticut 06269

Subject: Relocation of Main Accumulation Area

Dear Mr. Coite:

On behalf of the Mansfield Town Council and Conservation Commission, I would like to offer the Town's strong support for the University's efforts to relocate the Main Accumulation Area. As you know, the current facility is located in close proximity to the Level A Aquifer Protection Area for the University's Fenton River wellfields and is within the watershed for the Willimantic Reservoir, which is the source of the public drinking water supplied by Windham Water Works to Windham and southern Mansfield.

The location of the current facility within a public water supply watershed has been a significant cause of concern for town residents and agencies for many years. While we understand that the facility has been adequately maintained and has not had any releases since its inception, the potential hazard and impacts of a release on the public drinking water supply cannot be understated.

We anticipate that the current environmental impact evaluation (EIE) for this project will lead to the successful relocation of the facility outside of the public water supply watershed. To that end, we encourage the University to complete the EIE process and to dedicate the necessary financial resources to the relocation project to ensure its implementation.

If there is anything that the Town can do to assist with the EIE process, please contact Matthew Hart, Town Manager, at 860 429-3336.

Sincerely,

Elizabeth Paterson
Mayor

Cc: Town Council
Conservation Commission
Susan Herbst, President
Michael Kirk, Deputy Chief of Staff
Richard Miller, Director of Environmental Policy

TOWN OF MANSFIELD



Elizabeth Paterson, Mayor

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

January 13, 2014

Mr. Jason Coite
UConn Office of Environmental Policy
31 LeDoyt Road, U-3055
Storrs, Connecticut 06269

Subject: Main Accumulation Area Environmental Impact Evaluation (EIE)

Dear Mr. Coite:

Thank you for the opportunity to review and comment on the Environmental Impact Evaluation (EIE) for the relocation of the Main Accumulation Area (MAA). As you know, the current facility is located in close proximity to the Level A Aquifer Protection Area for the University's Fenton River wellfields and is within the watershed for the Willimantic Reservoir, which is the source of the public drinking water supplied by Windham Water Works to Windham and southern Mansfield. The potential for contamination of this critical natural resource has been a significant cause of concern for town residents and agencies for many years.

The efforts of the MAA Advisory Group, university staff and consultants have resulted in a clearly superior location for the MAA that minimizes the potential environmental and public safety impacts of the facility. As such, the Town strongly supports relocation of the facility to Parcel G of the new Technology Park as recommended in the November 19, 2013 EIE. We are hopeful that the successful completion of this EIE will lead to the relocation of the facility within the next one to two years, particularly given past efforts that have resulted in no action. To this end, we encourage the University to dedicate the necessary financial resources to ensure the implementation of the EIE preferred alternative.

Thank you for providing us with the opportunity to participate throughout this process. If there is any way that we can be of assistance in the implementation of this project, please contact Matthew Hart, Town Manager.

Sincerely,

Elizabeth Paterson
Mayor

JoAnn Goodwin
Chair, Mansfield Planning and Zoning Commission

Cc: Town Council
Planning and Zoning Commission
Conservation Commission
President Herbst
Michael Kirk, Deputy Chief of Staff
Richard Miller, Director of Environmental Policy



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matthew Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager; Cherie Trahan, Director of Finance
Date: January 13, 2014
Re: Comprehensive Annual Financial Report

Subject Matter/Background

Attached please find the Comprehensive Annual Financial Report (CAFR) for the year ended June 30, 2013, along with the State and Federal Single Audit Reports. The Finance Committee will review this item at its meeting on Monday evening.

Recommendation

If the Finance Committee wishes to recommend acceptance of the Comprehensive Annual Financial Report and State and Federal Single Audit Reports for the year ended June 30, 2013, the following motion would be in order:

Move, effective January 13, 2014 to accept the Comprehensive Annual Financial Report and State and Federal Single Audit Reports for the year ended June 30, 2013, as endorsed by the Finance Committee.

Attachments

- 1) Comprehensive Annual Financial Report – Year Ended June 30, 2013*
- 2) State Single Audit Report – June 30, 2013*
- 3) Federal Single Audit Report – June 30, 2013*

**This item may be found online at www.MansfieldCT.gov by clicking on Departments & Services, Finance, Audit and CAFR Reports.*

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MH*
CC: Maria Capriola, Assistant Town Manager; Cynthia van Zelm, Executive Director, Mansfield Downtown Partnership
Date: January 13, 2014
Re: Appointment of Municipal Representative to Mansfield Downtown Partnership Board of Directors

Subject Matter/Background

As you know, former Council member Christopher Paulhus completed his term on the Board of Directors for the Mansfield Downtown Partnership on November 11, 2013. Councilor Paul Shapiro has expressed an interest in serving on the Board. If appointed, Councilor Shapiro would join Mayor Paterson, Councilor Moran and me as the town's representatives on the board.

In addition, I would like to thank former Council member Paulhus for his fine service to the Board.

Recommendation

The following motion is suggested:

Move, to appoint Councilor Paul M. Shapiro to the Board of Directors for the Mansfield Downtown Partnership, for a term commencing on January 13, 2014 and expiring on June 30, 2016.

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MH*
CC: Maria Capriola, Assistant Town Manager
Date: January 13, 2014
Re: Town Manager's Goals for FY 2013/14

Subject Matter/Background

Attached please find the goals that the Town Council has developed for me for FY 2013/14. The goals are a product of my annual performance review, completed by the Council this past fall.

Recommendation

I recommend that the Council approve these goals in public session.

The following motion is suggested:

Move, January 13, 2014, to adopt the Town Manager's Goals for FY 2013/14.

Attachments

1) Town Manager's Goals for FY 2013/14



**Town of Mansfield
Town Council
Town Manager's Goals for FY2013/14
January 13, 2014**

General Government

- 1) Prepare FY 2014/15 operating budget and CIP
- 2) Continue efforts to protect state's obligation to provide PILOT funding
- 3) Complete negotiations with professional & technical and public works unions
- 4) Replacement of senior staff
- 5) Assist with the appointment of attorneys for various legal services
- 6) Continue to assess town's needs for public safety personnel

Infrastructure

- 1) Negotiate key terms of agreement with preferred water supply option
- 2) Investigate and plan for necessary extensions of water supply to support town development goals
- 3) Negotiate key terms of sewer service agreement
- 4) Plan for detailed analysis of our buildings, parks, roads and other infrastructure, and to develop a more comprehensive improvement program

Storrs Center and Economic Development

- 1) Complete construction of public infrastructure in Storrs Center
- 2) Negotiate key terms of overrun agreements for Storrs Center parking garage
- 3) Complete operations management plan for Zimmer-Nash Transportation Center
- 4) Assist Mansfield Downtown Partnership with design and fundraising plan for Town Square
- 5) Work with developers on Price Chopper, development of for-purchase housing, and additional retail
- 6) Continue Economic Development efforts with the goal of relieving homeowners of tax burdens, consistent with sustainability goals
- 7) Continue development of Four Corners consistent with sustainability goals

Sustainability

- 1) Continue Mansfield Tomorrow project, including a town-wide economic development strategy
- 2) Complete open space acquisitions as approved by town council
- 3) Continue efforts to reduce Mansfield's carbon footprint

Education

- 1) Continue to work on issues related to school building repair or replacement

Regionalism

- 1) Assist WINCOG and Town Council with state COG consolidation effort; recommend successor COG if necessary

Human Services

- 1) Fill key vacancies in department of human services
- 2) Work with new director to assess and improve human services delivery

Town-University Relations

- 1) Continue professional-to-professional collaboration on UConn expansion and infrastructure projects
- 2) Continue to facilitate partnerships between state police and UConn police
- 3) Monitor development of UConn Technology Park and Next Generation CT initiative; work with Council to develop policy positions for town council as necessary
- 4) Urge UConn to build sufficient housing for additional students

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager
Date: January 13, 2014
Re: Presidents' Day Ceremonial Presentation Planning Subcommittee

Subject Matter/Background

Staff has placed this item on the agenda so the Council may appoint members to the planning subcommittee for the Presidents' Day ceremonial presentation.

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Committee on Committees

January 13, 2014

At the December 13, 2013 meeting of the Committee on Committees, the following recommendations were approved:

The appointments of Lisa Boree, Kelly Zimmerman, Chelsea Burns, Jeff Smithson and Linda Williams to the Mansfield Advocates for Children. All terms will end on 6/30/2016.

The appointment of Lon Hultgren to the Transportation Advisory Committee, effective February 4, 2013. Mr. Hultgren 's term will end on 2/4/2017.

The appointment of Kristopher Perry to the Committee on Persons with Disabilities for a term ending 6/30/2016.

The reappointment of Jennifer Thompson to the Beautification Committee for a term ending 6/30/2016

The reappointment of James Silva (term ending 9/30/2016) and Gregory Zlotnick (term ending 9/30/2015) to the Building Board of Appeals

The reappointment of Matt Hart to the Eastern Highland Health District for a term ending 10/4/2015

The reappointment of Winthrop Smith to the Board of Ethics for a term ending 6/30/2016

The reappointments of Gail Bruhn and David Spencer to the Historic District Commission for terms ending 11/01/2017

The reappointment of Michael Taylor to the Transportation Committee for a term ending 11/30/2015

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From: tulay luciano <tulayluciano@yahoo.com>
Sent: Sunday, December 08, 2013 11:56 PM
To: Town Mngr; Town Council
Subject: President Herbst's letter

December 8, 2013

Dear Town Manager Hart and Town Council Members:

I apologize for being late to thank Mr. Hart for taking the initiative to write Pres. Herbst for an environmental impact study for NextGeneration Connecticut, Councilor Moran for her three related motions, and the councilors for their unanimous vote for allowing Mr. Hart to write a letter to Pres. Herbst.

President Herbst's letter attached to the Dec. 9 council packet seems to be skirting the most important issue, which was expressed in Mr. Hart's letter as "*...it is essential that the initiative is planned and implemented in a manner that is consistent with sound land use principles and environmental practices, and respects -the region's rural character...*"

She is proposing only "*the university and the town jointly undertake and fund a study that measures NextGen's impact on key municipal and university services.*"

Perhaps I am not interpreting the letter properly; perhaps I am too pessimistic to judge too early that university does not have any intention to preserve Mansfield's rural character and our quality of life.

I would very much like her letter be interpreted to us either by Mr. Hart or by our mayor tonight. In addition, I want to know why UConn is insisting on growing here in Mansfield, not in West Hartford Campus, East Hartford, Groton or in any other of its campuses.

I am sure many Mansfield residents will join me in protesting Pres. Herbst's view of "*UConn-Storrs-Mansfield as one community.*" Despite her claim, both entities are separate from each other with their unique needs and desires. We have some *mutual* interests, that's all. Besides, I am afraid it is a very detrimental for Mansfield to accept her claim.

It was in the news that UConn fired some of its faculty for their expression that UConn is a "corporate entity". The truth is, it is. It looks out for its own interest like any other corporate body; so must Mansfield too.

Please insist on a complete eie study funded by UConn and on the subjects as outlined in Mr. Hart's letter.

Best regards,

Tulay Luciano

808 Warrenville Road, Mansfield Center, Ct 06250

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From: tulay luciano <tulayluciano@yahoo.com>
Sent: Thursday, December 19, 2013 6:17 PM
To: Town Mngr
Cc: Town Council
Subject: Draft Water Supply Agreement between the Town and CWC: questions

Re.: Draft Water Supply Agreement between the Town and CWC
Dec. 18, 2013

Dear Town Manager Hart:

Thank you for the public info session. It was very informative. I watched it online. Thank you! Unfortunately, I missed it. Therefore, I am presenting my comments and questions here. Hope I am not too late to get the answers to my questions.

COMMENTS:

- Water Commission: election of the town members is a better method.
- Is CWC regulated under 25-32 (water company laws)? If so, should it be written in this contract?
- DEEP must be empowered to regulate aquifer protection areas that are either a municipality's or a water company's. DEEP must be clearly empowered in this contract.

QUESTIONS:

- What is the difference between "water company" and "water utility company" according to Conn. General Statutes?
- From the draft contract:

6.1 System Ownership. The Parties agree that title to any Existing Infrastructure and offcampus UConn Infrastructure (as contemplated by the UConn/CWC Agreement) shall be transferred to and accepted by CWC upon either its being fully depreciated by the Town or UConn,..

- Does this mean CWC will have the sole authority to utilize Willimantic and Fenton rivers in Mansfield?
- Which articles of the draft address Mansfield Conservation Commission's concern: *Senate Bill No. 1242 Public Act No. 11-57 67 of 85 regarding: university's "charge and supervision.... supervision shall extend to any off-campus improvements..."*?

Happy Holidays and A New Year!

Tulay Luciano
808 Warrenville Road
Mansfield Ctr. Mansfield 06250
860.429-6612

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BREAK

From: tulay luciano <tulayluciano@yahoo.com>
Sent: Friday, January 03, 2014 6:40 PM
To: Don Williams
Cc: Gregory Haddad; Linda Orange; Town Mngr; Town Council
Subject: NextGen Connecticut & Town of Mansfield

Jan. 3, 2014

Dear Senator Williams:

It appears that the environmental impact of NextGen Connecticut on Mansfield was not considered while the SB 840 was enacted.

I believe the need and strongly wish that the legislature earmark some money from the \$1.6 billion from this project to be given to Mansfield so that the town must be able to conduct its own independent environmental impact study.

If this is not possible, some funding should be created for this purpose.

I wish you and your family and your staff a happy, healthy and successful new year!

Tulay Luciano
808 Warrenville Road
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860.429.6612

cc.
Rep. Haddad
Rep. Orange
Town Manager Hart
Mansfield Town Council

PAGE
BREAK

MEMORANDUM

Town of Mansfield
Town Manager's Office
4 So. Eagleville Rd., Mansfield, CT 06268
860-429-3336
Hartmw@mansfieldct.org



To: Town Council
CC: Maria Capriola, Assistant Town Manager; Mary Stanton, Town Clerk
From: Matt Hart, Town Manager
Date: January 9, 2014
Re: Council Request for Information; Statutory references delineating powers given to the
Town Manager/Chief Executive Officer

At the December 4, 2013 special Town Council meeting, Councilor Wassmundt submitted a request for the statutory references delineating the powers given to the Town Manager/Chief Executive Officer.

Please see the attached information regarding this request.

Adoption of Charter or Home Rule Ordinance

Sec. 7-188. Initiation of action for adoption, amendment or repeal of charter or home rule ordinance. (a) Any municipality, in addition to such powers as it has under the provisions of the general statutes or any special act, shall have the power to (1) adopt and amend a charter which shall be its organic law and shall supersede any existing charter, including amendments thereto, and all special acts inconsistent with such charter or amendments, which charter or amended charter may include the provisions of any special act concerning the municipality but which shall not otherwise be inconsistent with the Constitution or general statutes, provided nothing in this section shall be construed to provide that any special act relative to any municipality is repealed solely because such special act is not included in the charter or amended charter; (2) amend a home rule ordinance which has been adopted prior to October 1, 1982, which revised home rule ordinance shall not be inconsistent with the Constitution or the general statutes; and (3) repeal any such home rule ordinance by adopting a charter, provided the rights or benefits granted to any individual under any municipal retirement or pension system shall not be diminished or eliminated.

(b) Any action pursuant to subsection (a) of this section shall be initiated by a resolution adopted by a two-thirds vote of the entire membership of the appointing authority of such municipality, or by petition filed with the clerk of such municipality for submission to the appointing authority and signed by not less than ten per cent of the electors of such municipality, as determined by its last-completed registry list; provided, in the case of a consolidated town and city having a town clerk and a city clerk, such petition shall be filed with the city clerk.

(c) No signature on any petition filed pursuant to subsection (b) of this section shall be valid unless it has been obtained within ninety days of the filing of the page of the petition on which it appears. Any elector signing such a petition may cause his signature to be removed at any time prior to the filing of such petition with the clerk. The clerk with whom the petition is filed shall proceed forthwith to determine its sufficiency by comparing the signatures thereon with those contained in said registry list and shall certify its sufficiency or insufficiency to the appointing authority.

CHAPTER 96*

TOWN MANAGER

*Cited. 103 C. 424.

Table of Contents

Sec. 7-98. Appointment, removal and salary of manager.

Sec. 7-99. Duties. Bond.

Sec. 7-99a. Appointment of departmental coordinators or deputy city or town managers and assistants.

Sec. 7-100. Approval or abandonment of town manager plan.

Secs. 7-100a to 7-100j. Reserved

Sec. 7-98. Appointment, removal and salary of manager. Any town having a board of finance and which has adopted the provisions of this chapter as provided in section 7-100 may appoint a town manager. Such board shall nominate to the board of selectmen one or more persons for the office of town manager and the selectmen shall, within ten days from the date of such nomination, appoint from the list of nominees a suitable person, who shall have a practical and technical knowledge of road and bridge building, to be town manager, to hold office for a term of three years and until his successor is appointed and has qualified. Such manager may be removed from office by the board of finance, upon charges preferred by a majority vote of the board, after notice to such manager and a hearing upon such charges. Any vacancy in the office of manager shall be filled by the selectmen upon nomination by the board of finance. The board of finance shall fix the salary of such manager, which shall be payable in monthly installments.

(1949 Rev., S. 617.)

Cited. 128 C. 293.

Courts of equity are without jurisdiction to enjoin the appointment or removal of public officers. 9 CS 528.

Sec. 7-99. Duties. Bond. The town manager shall exercise the powers and perform the duties in and for such town which are conferred and imposed by law upon selectmen, except such duties as relate to the making of electors. Such manager shall be limited as to expenditures made and liabilities incurred during the fiscal year to the appropriations made by the board of finance and approved by such town, except in

any annual meeting, not previous to the third meeting thereafter, vote to abandon the provisions of this chapter and reestablish the former town management.

(1949 Rev., S. 618; 1953, S. 246d.)

Secs. 7-100a to 7-100j. Reserved for future use.

Neglected Children

Sec. 46b-129. (Formerly Sec. 51-310). Commitment of child or youth. Petition for neglected, uncared-for or abused child or youth. Hearing re temporary custody, order to appear or petition. Review of permanency plan. Cost of care and maintenance of child or youth; reimbursement. Revocation of commitment. Legal guardianships and permanent legal guardianships. Applicability of provisions re placement of child from another state and Interstate Compact on the Placement of Children. (a) Any selectman, town manager, or town, city or borough welfare department, any probation officer, or the Commissioner of Social Services, the Commissioner of Children and Families or any child-caring institution or agency approved by the Commissioner of Children and Families, a child or such child's representative or attorney or a foster parent of a child, having information that a child or youth is neglected, uncared-for or abused may file with the Superior Court that has venue over such matter a verified petition plainly stating such facts as bring the child or youth within the jurisdiction of the court as neglected, uncared-for or abused within the meaning of section 46b-120, the name, date of birth, sex and residence of the child or youth, the name and residence of such child's parents or guardian, and praying for appropriate action by the court in conformity with the provisions of this chapter. Upon the filing of such a petition, except as otherwise provided in subsection (k) of section 17a-112, the court shall cause a summons to be issued requiring the parent or parents or the guardian of the child or youth to appear in court at the time and place named, which summons shall be served not less than fourteen days before the date of the hearing in the manner prescribed by section 46b-128, and the court shall further give notice to the petitioner and to the Commissioner of Children and Families of the time and place when the petition is to be heard not less than fourteen days prior to the hearing in question.

(b) If it appears from the specific allegations of the petition and other verified affirmations of fact accompanying the petition and application, or subsequent thereto, that there is reasonable cause to believe that (1) the child or youth is suffering from serious physical illness or serious physical injury or is in immediate physical danger from the child's or youth's surroundings, and (2) that as a result of said conditions, the child's or youth's safety is endangered and immediate removal from such surroundings is necessary to ensure the child's or youth's safety, the court shall either (A) issue an order to the parents or other person having responsibility

for the care of the child or youth to appear at such time as the court may designate to determine whether the court should vest the child's or youth's temporary care and custody in a person related to the child or youth by blood or marriage or in some other person or suitable agency pending disposition of the petition, or (B) issue an order ex parte vesting the child's or youth's temporary care and custody in a person related to the child or youth by blood or marriage or in some other person or suitable agency. A preliminary hearing on any ex parte custody order or order to appear issued by the court shall be held not later than ten days after the issuance of such order. The service of such orders may be made by any officer authorized by law to serve process, or by any probation officer appointed in accordance with section 46b-123, investigator from the Department of Administrative Services, state or local police officer or indifferent person. Such orders shall include a conspicuous notice to the respondent written in clear and simple language containing at least the following information: (i) That the order contains allegations that conditions in the home have endangered the safety and welfare of the child or youth; (ii) that a hearing will be held on the date on the form; (iii) that the hearing is the opportunity to present the parents' position concerning the alleged facts; (iv) that an attorney will be appointed for parents who cannot afford an attorney; (v) that such parents may apply for a court-appointed attorney by going in person to the court address on the form and are advised to go as soon as possible in order for the attorney to prepare for the hearing; (vi) that such parents, or a person having responsibility for the care and custody of the child or youth, may request the Commissioner of Children and Families to investigate placing the child or youth with a person related to the child or youth by blood or marriage who might serve as a licensed foster parent or temporary custodian for such child or youth. The commissioner, where practicable, shall investigate such relative or relatives prior to the preliminary hearing and provide a report to the court at such hearing as to such relative's suitability; and (vii) if such parents have any questions concerning the case or appointment of counsel, any such parent is advised to go to the court or call the clerk's office at the court as soon as possible. Upon application for appointed counsel, the court shall promptly determine eligibility and, if the respondent is eligible, promptly appoint counsel. The expense for any temporary care and custody shall be paid by the town in which such child or youth is at the time residing, and such town shall be reimbursed for such expense by the town found liable for the child's or youth's support, except that where a state agency has filed a petition pursuant to the

provisions of subsection (a) of this section, the agency shall pay such expense. The agency shall give primary consideration to placing the child or youth in the town where such child or youth resides. The agency shall file in writing with the clerk of the court the reasons for placing the child or youth in a particular placement outside the town where the child or youth resides. Upon issuance of an ex parte order, the court shall provide to the commissioner and the parent or guardian specific steps necessary for each to take to address the ex parte order for the parent or guardian to retain or regain custody of the child or youth. Upon the issuance of such order, or not later than sixty days after the issuance of such order, the court shall make a determination whether the Department of Children and Families made reasonable efforts to keep the child or youth with his or her parents or guardian prior to the issuance of such order and, if such efforts were not made, whether such reasonable efforts were not possible, taking into consideration the child's or youth's best interests, including the child's or youth's health and safety.

(c) The preliminary hearing on the order of temporary custody or order to appear or the first hearing on a petition filed pursuant to subsection (a) of this section shall be held in order for the court to:

(1) Advise the parent or guardian of the allegations contained in all petitions and applications that are the subject of the hearing and the parent's or guardian's right to counsel pursuant to subsection (b) of section 46b-135;

(2) Ensure that an attorney, and where appropriate, a separate guardian ad litem has been appointed to represent the child or youth in accordance with subsection (b) of section 51-296a and sections 46b-129a and 46b-136;

(3) Upon request, appoint an attorney to represent the respondent when the respondent is unable to afford representation, in accordance with subsection (b) of section 51-296a;

(4) Advise the parent or guardian of the right to a hearing on the petitions and applications, to be held not later than ten days after the date of the preliminary hearing if the hearing is pursuant to an order of temporary custody or an order to show cause;

(5) Accept a plea regarding the truth of the allegations;

(6) Make any interim orders, including visitation orders, that the court determines are in the best interests of the child or youth. The court, after a hearing pursuant to this subsection, shall order specific steps the commissioner and the parent or guardian shall take for the parent or guardian to regain or to retain custody of the child or youth;

(7) Take steps to determine the identity of the father of the child or youth, including, if necessary, inquiring of the mother of the child or youth, under oath, as to the identity and address of any person who might be the father of the child or youth and ordering genetic testing, and order service of the petition and notice of the hearing date, if any, to be made upon him;

(8) If the person named as the father appears and admits that he is the father, provide him and the mother with the notices that comply with section 17b-27 and provide them with the opportunity to sign a paternity acknowledgment and affirmation on forms that comply with section 17b-27. Such documents shall be executed and filed in accordance with chapter 815y and a copy delivered to the clerk of the superior court for juvenile matters. The clerk of the superior court for juvenile matters shall send a certified copy of the paternity acknowledgment and affirmation to the Department of Public Health for filing in the paternity registry maintained under section 19a-42a, and shall maintain a certified copy of the paternity acknowledgment and affirmation in the court file;

(9) If the person named as a father appears and denies that he is the father of the child or youth, order genetic testing to determine paternity in accordance with section 46b-168. If the results of the genetic tests indicate a ninety-nine per cent or greater probability that the person named as father is the father of the child or youth, such results shall constitute a rebuttable presumption that the person named as father is the father of the child or youth, provided the court finds evidence that sexual intercourse occurred between the mother and the person named as father during the period of time in which the child was conceived. If the court finds such rebuttable presumption, the court may issue judgment adjudicating paternity after providing the father an opportunity for a hearing. The clerk of the court shall send a certified copy of any judgment adjudicating paternity to the Department of Public Health for filing in the paternity registry maintained under section 19a-42a. If the results of the genetic tests indicate that the

person named as father is not the biological father of the child or youth, the court shall enter a judgment that he is not the father and the court shall remove him from the case and afford him no further standing in the case or in any subsequent proceeding regarding the child or youth;

(10) Identify any person or persons related to the child or youth by blood or marriage residing in this state who might serve as licensed foster parents or temporary custodians and order the Commissioner of Children and Families to investigate and report to the court, not later than thirty days after the preliminary hearing, the appropriateness of placing the child or youth with such relative or relatives; and

(11) In accordance with the provisions of the Interstate Compact on the Placement of Children pursuant to section 17a-175, identify any person or persons related to the child or youth by blood or marriage residing out of state who might serve as licensed foster parents or temporary custodians, and order the Commissioner of Children and Families to investigate and determine, within a reasonable time, the appropriateness of placing the child or youth with such relative or relatives.

(d) (1) (A) If not later than thirty days after the preliminary hearing, or within a reasonable time when a relative resides out of state, the Commissioner of Children and Families determines that there is not a suitable person related to the child or youth by blood or marriage who can be licensed as a foster parent or serve as a temporary custodian, and the court has not granted temporary custody to a person related to the child or youth by blood or marriage, any person related to the child or youth by blood or marriage may file, not later than ninety days after the date of the preliminary hearing, a motion to intervene for the limited purpose of moving for temporary custody of such child or youth. If a motion to intervene is timely filed, the court shall grant such motion except for good cause shown.

(B) Any person related to a child or youth may file a motion to intervene for purposes of seeking temporary custody of a child or youth more than ninety days after the date of the preliminary hearing. The granting of such motion shall be solely in the court's discretion, except that such motion shall be granted absent good cause shown whenever the child's or youth's most recent placement has been disrupted or is about to be disrupted.

(C) A relative shall appear in person, with or without counsel, and shall not be entitled to court appointed counsel or the assignment of counsel by the office of Chief Public Defender, except as provided in section 46b-136.

(2) Upon the granting of intervenor status to such relative of the child or youth, the court shall issue an order directing the Commissioner of Children and Families to conduct an assessment of such relative and to file a written report with the court not later than forty days after such order, unless such relative resides out of state, in which case the assessment shall be ordered and requested in accordance with the provisions of the Interstate Compact on the Placement of Children, pursuant to section 17a-175. The court may also request such relative to release such relative's medical records, including any psychiatric or psychological records and may order such relative to submit to a physical or mental examination. The expenses incurred for such physical or mental examination shall be paid as costs of commitment are paid. Upon receipt of the assessment, the court shall schedule a hearing on such relative's motion for temporary custody not later than fifteen days after the receipt of the assessment. If the Commissioner of Children and Families, the child's or youth's attorney or guardian ad litem, or the parent or guardian objects to the vesting of temporary custody in such relative, the agency or person objecting at such hearing shall be required to prove by a fair preponderance of the evidence that granting temporary custody of the child or youth to such relative would not be in the best interests of such child or youth.

(3) If the court grants such relative temporary custody during the period of such temporary custody, such relative shall be subject to orders of the court, including, but not limited to, providing for the care and supervision of such child or youth and cooperating with the Commissioner of Children and Families in the implementation of treatment and permanency plans and services for such child or youth. The court may, on motion of any party or the court's own motion, after notice and a hearing, terminate such relative's intervenor status if such relative's participation in the case is no longer warranted or necessary.

(4) Any person related to a child or youth may file a motion to intervene for purposes of seeking guardianship of a child or youth more than ninety days after the date of the preliminary hearing. The granting of such motion to intervene shall be solely in the court's discretion, except that such

motion shall be granted absent good cause shown whenever the child's or youth's most recent placement has been disrupted or is about to be disrupted. The court may, in the court's discretion, order the Commissioner of Children and Families to conduct an assessment of such relative granted intervenor status pursuant to this subdivision.

(5) Any relative granted intervenor status pursuant to this subsection shall not be entitled to court-appointed counsel or representation by Division of Public Defender Services assigned counsel, except as provided in section 46b-136.

(e) If any parent or guardian fails, after service of such order, to appear at the preliminary hearing, the court may enter or sustain an order of temporary custody.

(f) Upon request, or upon its own motion, the court shall schedule a hearing on the order for temporary custody or the order to appear to be held not later than ten days after the date of the preliminary hearing. Such hearing shall be held on consecutive days except for compelling circumstances or at the request of the parent or guardian.

(g) At a contested hearing on the order for temporary custody or order to appear, credible hearsay evidence regarding statements of the child or youth made to a mandated reporter or to a parent may be offered by the parties and admitted by the court upon a finding that the statement is reliable and trustworthy and that admission of such statement is reasonably necessary. A signed statement executed by a mandated reporter under oath may be admitted by the court without the need for the mandated reporter to appear and testify unless called by a respondent or the child, provided the statement: (1) Was provided at the preliminary hearing and promptly upon request to any counsel appearing after the preliminary hearing; (2) reasonably describes the qualifications of the reporter and the nature of his contact with the child; and (3) contains only the direct observations of the reporter, and statements made to the reporter that would be admissible if the reporter were to testify to them in court and any opinions reasonably based thereupon. If a respondent or the child gives notice at the preliminary hearing that he intends to cross-examine the reporter, the person filing the petition shall make the reporter available for such examination at the contested hearing.

(h) If any parent or guardian fails, after due notice of the hearing scheduled pursuant to subsection (g) of this section and

without good cause, to appear at the scheduled date for a contested hearing on the order of temporary custody or order to appear, the court may enter or sustain an order of temporary custody.

(i) When a petition is filed in said court for the commitment of a child or youth, the Commissioner of Children and Families shall make a thorough investigation of the case and shall cause to be made a thorough physical and mental examination of the child or youth if requested by the court. The court after hearing may also order a thorough physical or mental examination, or both, of a parent or guardian whose competency or ability to care for a child or youth before the court is at issue. The expenses incurred in making such physical and mental examinations shall be paid as costs of commitment are paid.

(j) (1) For the purposes of this subsection and subsection (k) of this section, "permanent legal guardianship" means a permanent guardianship, as defined in section 45a-604.

(2) Upon finding and adjudging that any child or youth is uncared-for, neglected or abused the court may (A) commit such child or youth to the Commissioner of Children and Families, and such commitment shall remain in effect until further order of the court, except that such commitment may be revoked or parental rights terminated at any time by the court; (B) vest such child's or youth's legal guardianship in any private or public agency that is permitted by law to care for neglected, uncared-for or abused children or youths or with any other person or persons found to be suitable and worthy of such responsibility by the court, including, but not limited to, any relative of such child or youth by blood or marriage; (C) vest such child's or youth's permanent legal guardianship in any person or persons found to be suitable and worthy of such responsibility by the court, including, but not limited to, any relative of such child or youth by blood or marriage in accordance with the requirements set forth in subdivision (5) of this subsection; or (D) place the child or youth in the custody of the parent or guardian with protective supervision by the Commissioner of Children and Families subject to conditions established by the court.

(3) If the court determines that the commitment should be revoked and the child's or youth's legal guardianship or permanent legal guardianship should vest in someone other than the respondent parent, parents or former guardian, or if parental rights are terminated at any time, there shall be a

rebuttable presumption that an award of legal guardianship or permanent legal guardianship upon revocation to, or adoption upon termination of parental rights by, any relative who is licensed as a foster parent for such child or youth, or who is, pursuant to an order of the court, the temporary custodian of the child or youth at the time of the revocation or termination, shall be in the best interests of the child or youth and that such relative is a suitable and worthy person to assume legal guardianship or permanent legal guardianship upon revocation or to adopt such child or youth upon termination of parental rights. The presumption may be rebutted by a preponderance of the evidence that an award of legal guardianship or permanent legal guardianship to, or an adoption by, such relative would not be in the child's or youth's best interests and such relative is not a suitable and worthy person. The court shall order specific steps that the parent must take to facilitate the return of the child or youth to the custody of such parent.

(4) The commissioner shall be the guardian of such child or youth for the duration of the commitment, provided the child or youth has not reached the age of eighteen years or, in the case of a child or youth in full-time attendance in a secondary school, a technical school, a college or a state-accredited job training program, provided such child or youth has not reached the age of twenty-one years, by consent of such child or youth, or until another guardian has been legally appointed, and in like manner, upon such vesting of the care of such child or youth, such other public or private agency or individual shall be the guardian of such child or youth until such child or youth has reached the age of eighteen years or, in the case of a child or youth in full-time attendance in a secondary school, a technical school, a college or a state-accredited job training program, until such child or youth has reached the age of twenty-one years or until another guardian has been legally appointed. The commissioner may place any child or youth so committed to the commissioner in a suitable foster home or in the home of a person related by blood or marriage to such child or youth or in a licensed child-caring institution or in the care and custody of any accredited, licensed or approved child-caring agency, within or without the state, provided a child shall not be placed outside the state except for good cause and unless the parents or guardian of such child are notified in advance of such placement and given an opportunity to be heard, or in a receiving home maintained and operated by the Commissioner of Children and Families. In placing such child or youth, the commissioner shall, if possible, select a home, agency, institution or person of like religious faith to that of

a parent of such child or youth, if such faith is known or may be ascertained by reasonable inquiry, provided such home conforms to the standards of said commissioner and the commissioner shall, when placing siblings, if possible, place such children together. Upon the issuance of an order committing the child or youth to the Commissioner of Children and Families, or not later than sixty days after the issuance of such order, the court shall determine whether the Department of Children and Families made reasonable efforts to keep the child or youth with his or her parents or guardian prior to the issuance of such order and, if such efforts were not made, whether such reasonable efforts were not possible, taking into consideration the child's or youth's best interests, including the child's or youth's health and safety.

(5) Prior to issuing an order for permanent legal guardianship, the court shall provide notice to each parent that the parent may not file a motion to terminate the permanent legal guardianship, or the court shall indicate on the record why such notice could not be provided, and the court shall find by clear and convincing evidence that the permanent legal guardianship is in the best interests of the child or youth and that the following have been proven by clear and convincing evidence:

(A) One of the statutory grounds for termination of parental rights exists, as set forth in subsection (j) of section 17a-112, or the parents have voluntarily consented to the establishment of the permanent legal guardianship;

(B) Adoption of the child or youth is not possible or appropriate;

(C) (i) If the child or youth is at least twelve years of age, such child or youth consents to the proposed permanent legal guardianship, or (ii) if the child is under twelve years of age, the proposed permanent legal guardian is: (I) A relative, or (II) already serving as the permanent legal guardian of at least one of the child's siblings, if any;

(D) The child or youth has resided with the proposed permanent legal guardian for at least a year; and

(E) The proposed permanent legal guardian is (i) a suitable and worthy person, and (ii) committed to remaining the permanent legal guardian and assuming the right and responsibilities for

the child or youth until the child or youth attains the age of majority.

(6) An order of permanent legal guardianship may be reopened and modified and the permanent legal guardian removed upon the filing of a motion with the court, provided it is proven by a fair preponderance of the evidence that the permanent legal guardian is no longer suitable and worthy. A parent may not file a motion to terminate a permanent legal guardianship. If, after a hearing, the court terminates a permanent legal guardianship, the court, in appointing a successor legal guardian or permanent legal guardian for the child or youth shall do so in accordance with this subsection.

(k) (1) Nine months after placement of the child or youth in the care and custody of the commissioner pursuant to a voluntary placement agreement, or removal of a child or youth pursuant to section 17a-101g or an order issued by a court of competent jurisdiction, whichever is earlier, the commissioner shall file a motion for review of a permanency plan. Nine months after a permanency plan has been approved by the court pursuant to this subsection, the commissioner shall file a motion for review of the permanency plan. Any party seeking to oppose the commissioner's permanency plan, including a relative of a child or youth by blood or marriage who has intervened pursuant to subsection (d) of this section and is licensed as a foster parent for such child or youth or is vested with such child's or youth's temporary custody by order of the court, shall file a motion in opposition not later than thirty days after the filing of the commissioner's motion for review of the permanency plan, which motion shall include the reason therefor. A permanency hearing on any motion for review of the permanency plan shall be held not later than ninety days after the filing of such motion. The court shall hold evidentiary hearings in connection with any contested motion for review of the permanency plan and credible hearsay evidence regarding any party's compliance with specific steps ordered by the court shall be admissible at such evidentiary hearings. The commissioner shall have the burden of proving that the proposed permanency plan is in the best interests of the child or youth. After the initial permanency hearing, subsequent permanency hearings shall be held not less frequently than every twelve months while the child or youth remains in the custody of the Commissioner of Children and Families. The court shall provide notice to the child or youth, the parent or guardian of such child or youth, and any intervenor of the time and place of the court hearing on any such motion not less than fourteen days prior to such hearing.

(2) At a permanency hearing held in accordance with the provisions of subdivision (1) of this subsection, the court shall approve a permanency plan that is in the best interests of the child or youth and takes into consideration the child's or youth's need for permanency. The child's or youth's health and safety shall be of paramount concern in formulating such plan. Such permanency plan may include the goal of (A) revocation of commitment and reunification of the child or youth with the parent or guardian, with or without protective supervision; (B) transfer of guardianship or permanent legal guardianship; (C) long-term foster care with a relative licensed as a foster parent; (D) filing of termination of parental rights and adoption; or (E) another planned permanent living arrangement ordered by the court, provided the Commissioner of Children and Families has documented a compelling reason why it would not be in the best interests of the child or youth for the permanency plan to include the goals in subparagraphs (A) to (D), inclusive, of this subdivision. Such other planned permanent living arrangement may include, but not be limited to, placement of a child or youth in an independent living program or long term foster care with an identified foster parent.

(3) At a permanency hearing held in accordance with the provisions of subdivision (1) of this subsection, the court shall review the status of the child, the progress being made to implement the permanency plan, determine a timetable for attaining the permanency plan, determine the services to be provided to the parent if the court approves a permanency plan of reunification and the timetable for such services, and determine whether the commissioner has made reasonable efforts to achieve the permanency plan. The court may revoke commitment if a cause for commitment no longer exists and it is in the best interests of the child or youth.

(4) If the court approves the permanency plan of adoption:
(A) The Commissioner of Children and Families shall file a petition for termination of parental rights not later than sixty days after such approval if such petition has not previously been filed; (B) the commissioner may conduct a thorough adoption assessment and child-specific recruitment; and (C) the court may order that the child be photo-listed within thirty days if the court determines that such photo-listing is in the best interests of the child. As used in this subdivision, "thorough adoption assessment" means conducting and documenting face-to-face interviews with the child, foster care providers and other significant parties and "child specific recruitment" means

recruiting an adoptive placement targeted to meet the individual needs of the specific child, including, but not limited to, use of the media, use of photo-listing services and any other in-state or out-of-state resources that may be used to meet the specific needs of the child, unless there are extenuating circumstances that indicate that such efforts are not in the best interests of the child.

(l) The Commissioner of Children and Families shall pay directly to the person or persons furnishing goods or services determined by said commissioner to be necessary for the care and maintenance of such child or youth the reasonable expense thereof, payment to be made at intervals determined by said commissioner; and the Comptroller shall draw his or her order on the Treasurer, from time to time, for such part of the appropriation for care of committed children or youths as may be needed in order to enable the commissioner to make such payments. The commissioner shall include in the department's annual budget a sum estimated to be sufficient to carry out the provisions of this section. Notwithstanding that any such child or youth has income or estate, the commissioner may pay the cost of care and maintenance of such child or youth. The commissioner may bill to and collect from the person in charge of the estate of any child or youth aided under this chapter, or the payee of such child's or youth's income, the total amount expended for care of such child or youth or such portion thereof as any such estate or payee is able to reimburse, provided the commissioner shall not collect from such estate or payee any reimbursement for the cost of care or other expenditures made on behalf of such child or youth from (1) the proceeds of any cause of action received by such child or youth; (2) any lottery proceeds due to such child or youth; (3) any inheritance due to such child or youth; (4) any payment due to such child or youth from a trust other than a trust created pursuant to 42 USC 1396p, as amended from time to time; or (5) the decedent estate of such child or youth.

(m) The commissioner, a parent or the child's attorney may file a motion to revoke a commitment, and, upon finding that cause for commitment no longer exists, and that such revocation is in the best interests of such child or youth, the court may revoke the commitment of such child or youth. No such motion shall be filed more often than once every six months.

(n) If the court has ordered legal guardianship of a child or youth to be vested in a suitable and worthy person pursuant to subsection (j) of this section, the child's or youth's parent

or former legal guardian may file a petition to reinstate guardianship of the child or youth in such parent or former legal guardian. Upon the filing of such a petition, the court may order the Commissioner of Children and Families to investigate the home conditions and needs of the child or youth and the home conditions of the person seeking reinstatement of guardianship, and to make a recommendation to the court. A party to a petition for reinstatement of guardianship shall not be entitled to court-appointed counsel or representation by Division of Public Defender Services assigned counsel, except as provided in section 46b-136. Upon finding that the cause for the removal of guardianship no longer exists, and that reinstatement is in the best interests of the child or youth, the court may reinstate the guardianship of the parent or the former legal guardian. No such petition may be filed more often than once every six months.

(o) Upon service on the parent, guardian or other person having control of the child or youth of any order issued by the court pursuant to the provisions of subsections (b) and (j) of this section, the child or youth concerned shall be surrendered to the person serving the order who shall forthwith deliver the child or youth to the person, agency, department or institution awarded custody in the order. Upon refusal of the parent, guardian or other person having control of the child or youth to surrender the child or youth as provided in the order, the court may cause a warrant to be issued charging the parent, guardian or other person having control of the child or youth with contempt of court. If the person arrested is found in contempt of court, the court may order such person confined until the person complies with the order, but for not more than six months, or may fine such person not more than five hundred dollars, or both.

(p) A foster parent, prospective adoptive parent or relative caregiver shall receive notice and have the right to be heard for the purposes of this section in Superior Court in any proceeding concerning a foster child living with such foster parent, prospective adoptive parent or relative caregiver. A foster parent, prospective adoptive parent or relative caregiver who has cared for a child or youth shall have the right to be heard and comment on the best interests of such child or youth in any proceeding under this section which is brought not more than one year after the last day the foster parent, prospective adoptive parent or relative caregiver provided such care.

(q) Upon motion of any sibling of any child committed to the Department of Children and Families pursuant to this section, such sibling shall have the right to be heard concerning visitation with, and placement of, any such child. In awarding any visitation or modifying any placement, the court shall be guided by the best interests of all siblings affected by such determination.

(r) The provisions of section 17a-152, regarding placement of a child from another state, and section 17a-175, regarding the Interstate Compact on the Placement of Children, shall apply to placements pursuant to this section. In any proceeding under this section involving the placement of a child or youth in another state where the provisions of section 17a-175 are applicable, the court shall, before ordering or approving such placement, state for the record the court's finding concerning compliance with the provisions of section 17a-175. The court's statement shall include, but not be limited to: (1) A finding that the state has received notice in writing from the receiving state, in accordance with subsection (d) of Article III of section 17a-175, indicating that the proposed placement does not appear contrary to the interests of the child, (2) the court has reviewed such notice, (3) whether or not an interstate compact study or other home study has been completed by the receiving state, and (4) if such a study has been completed, whether the conclusions reached by the receiving state as a result of such study support the placement.

(s) In any proceeding under this section, the Department of Children and Families shall provide notice to each attorney of record for each party involved in the proceeding when the department seeks to transfer a child or youth in its care, custody or control to an out-of-state placement.

Organization of Government

Sec. 7-193. Required provisions. Organization of government.

(a) Any charter adopted or amended under the provisions of this chapter shall conform to the following requirements:

(1) The municipality shall have a legislative body, which may be: (A) A town meeting; (B) a representative town meeting; (C) a board of selectmen, council, board of directors, board of aldermen or board of burgesses; or (D) a combination of a town meeting or representative town meeting and one of the bodies listed in subparagraph (C). In any combination, the body having the greater number of members shall have the power to adopt the annual budget and shall have such other powers as the charter prescribes, and the body having the lesser number of members shall have the power to adopt, amend and repeal ordinances, subject to any limitations imposed by the general statutes or by the charter. The number of members in any elective legislative body, the terms of office of such members and the method by which they are elected shall be prescribed by the charter.

(2) The municipality shall have a chief executive officer, who may be one of the following: (A) The first selectman; (B) a chief administrative officer appointed by the board of selectmen; (C) a mayor elected by the electors of the municipality; (D) a warden elected by the electors of the borough; (E) a town, city or borough manager appointed by the board of selectmen, the council, the board of directors, the board of aldermen or the board of burgesses; (F) a chief administrative officer appointed by the mayor. Any municipality having a manager as its chief executive officer may also have a mayor who shall be the presiding officer of its legislative body, shall be the ceremonial head of such municipality and shall have such other powers and duties as the charter prescribes. The powers, duties and term of office of the chief executive officer shall be those prescribed by the general statutes and he shall have such other powers and duties as the charter prescribes.

(b) Every municipality shall have all municipal officers, departments, boards, commissions and agencies which are required by the general statutes or by the charter. Each municipality may have any municipal officers, departments, boards, commissions and agencies which are specifically allowed by the general statutes or which are necessary to carry out any municipal powers, duties or responsibilities under the general statutes. All such officers, departments, boards, commissions and agencies

shall be elected, appointed and organized in the manner provided by the general statutes, except as otherwise provided by the charter or by ordinances or resolutions adopted pursuant to such charter. Any municipality may, by charter or by ordinances or resolutions adopted pursuant to such charter, alter the method of election, appointment or organization of any or all of such officers, departments, boards, commissions or agencies, including combining or separating the duties of each, unless specifically prohibited from making such alteration by the Constitution or the general statutes.

Traffic Authority

Sec. 14-297. Definitions. Terms used in this chapter shall be construed as follows, unless another construction is clearly apparent from the language or context in which the term is used or unless the construction is inconsistent with the manifest intention of the General Assembly:

(1) The following terms shall be construed as they are defined in section 14-1: "Authorized emergency vehicle", "driver", "head lamp", "highway", "intersection", "limited access highway", "motor vehicle", "number plate", "operator", "person", "rotary" or "roundabout", "shoulder", "stop", "truck", "vehicle";

(2) "Crosswalk" means that portion of a highway ordinarily included within the prolongation or connection of the lateral lines of sidewalks at intersections, or any portion of a highway distinctly indicated, by lines or other markings on the surface, as a crossing for pedestrians, except such prolonged or connecting lines from an alley across a street;

(3) "Official traffic control devices" means all signs, signals, markings and devices consistent with the provisions of this chapter and placed or erected, for the purpose of regulating, warning or guiding traffic, by authority of a public body or official having jurisdiction;

(4) "Parking" means the standing of a vehicle, whether occupied or not, on a highway, except it shall not include the temporary standing of a vehicle for the purpose of and while engaged in receiving or discharging passengers or loading or unloading merchandise or while in obedience to traffic regulations or traffic signs or signals;

(5) "Traffic" means pedestrians, vehicles and other conveyances while using any highway for the purpose of travel;

(6) "Traffic authority" means the board of police commissioners of any city, town or borough, or the city or town manager, the chief of police, the superintendent of police or any legally elected or appointed official or board, or any official having similar powers and duties, of any city, town or borough that has no board of police commissioners but has a regularly appointed force, or the board of selectmen of any town in which there is no city or borough with a regularly appointed police force, except that, with respect to state highways and

bridges, "traffic authority" means the Office of the State Traffic Administration, provided nothing contained in this section shall be construed to limit or detract from the jurisdiction or authority of the Office of the State Traffic Administration to adopt regulations establishing a uniform system of traffic control signals, devices, signs and markings as provided in section 14-298, and the requirement that no installation of any traffic control signal light shall be made by any city, town or borough until the installation has been approved by the Office of the State Traffic Administration as provided in section 14-299;

(7) "Traffic control sign" means any sign bearing a message with respect to the stopping or to the rate of speed of vehicles; and

(8) "Traffic control signal" means any device, whether operated manually, electrically or mechanically, by which traffic is alternately directed to stop and to proceed.

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LEGAL NOTICE
TOWN OF MANSFIELD

In accordance with Section 7-349 of the Connecticut General Statutes, notice is hereby given that the Comprehensive Annual Financial Report for Regional School District 19 for the Fiscal Year July 1, 2012 to June 30, 2013, which was prepared under the Director of Finance and audited by Blum, Shapiro & Company P.C., 29 South Main Street, West Hartford, CT, is on file and open for public inspection in the Office of the Town Clerk, 4 South Eagleville Road, Mansfield, Connecticut.

Dated at Mansfield, Connecticut, this 11th day of December 2013.

Mary Stanton
Town Clerk, Mansfield

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TOWN OF MANSFIELD

MANSFIELD HUMAN SERVICES
AUDREY P. BECK BUILDING
4 SOUTH EAGLEVILLE ROAD
MANSFIELD, CT 06268-2599
(860) 429-3315
Fax: (860) 429-7785

December 30, 2013

For Immediate Release

As part of the 2014/15 fiscal year budget process, the Town of Mansfield has a formalized procedure for accepting non-profit agency grant applications. In order to be considered for grant funding, an agency must be a non-profit 501 (c)(3) human service organization that serves Mansfield clients. Grant applicants are considered for funding based on alignment with the Mansfield Human Service Department's mission, responsiveness to the most vulnerable residents, utilization of services by Mansfield residents, provision of critical services not provided by the Town or other agencies and/or not funded by other sources, and fiscal responsibility.

Funds are limited. Application is required annually and, after review, recommendations for funding will be presented during the annual budget process. Applicant agencies may receive full funding, partial funding or no funding based on the outcome of the review and the Town's budget process. Grant applications with all supporting documents must be returned by 4:00 pm on January 22, 2014 to

Pat Schneider, Director
Mansfield Human Services Department
4 South Eagleville Road
Mansfield, CT 06238-2599

The application is available on the Town of Mansfield's website on the Human Services Department page HumanServ@MansfieldCT.org or can be requested by contacting the Human Services office at 860-429-3315.

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REGIONAL SCHOOL DISTRICT #19
BOARD OF EDUCATION

District Budget Sharing Information Meeting
Rescheduled for Wednesday, January 15, 2014
E.O. Smith High School Library Media Center
1235 Storrs Road
Storrs, CT 06268

7:00 P.M.

AGENDA

1. Introduction of Participants
2. Discussion of District/Municipal Priorities and Constraints
3. Discussion of Legislative Issues with State Representative
4. Other

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Sara-Ann Bourque

Subject: FW: [PRESSRL] Comptroller Lembo Says State Budget Outlook Continues to Slowly Improve

From: OSC-PRESSRL-owner@list.state.ct.us [mailto:OSC-PRESSRL-owner@list.state.ct.us] **On Behalf Of** OSC NEWS
Sent: Thursday, January 02, 2014 2:54 PM
To: osc-pressrl@list.state.ct.us
Subject: [PRESSRL] Comptroller Lembo Says State Budget Outlook Continues to Slowly Improve

Comptroller Kevin Lembo today announced that the state's General Fund is currently on track to end Fiscal Year 2014 with a surplus of \$273.3 million - another month of improvement for the state's short-term outlook, despite a more cautious long-term view.

In a letter to Gov. Dannel P. Malloy, Lembo said the surplus projection – in line with the Office of Policy and Management's (OPM) latest projection - is an increase of \$27.4 million from Lembo's estimate last month.

Lembo said revenue for 2014 is expected to exceed initial budget targets by \$201.7 million, while spending is close to initial budget targets. The largest portion of the excess revenue is the result of the state's tax amnesty program - however, there are also generally positive trends developing in overall state revenue.

"Improvements in the state's employment numbers, continued strength in the housing market, and strong equity markets are contributing to a more favorable revenue outlook as we enter 2014," Lembo said. "This growing surplus is a great sign for Connecticut's economic recovery. However, in the next biennium - and beyond - we face new and greater challenges that require action today."

Lembo noted that, while the state's outlook for the current fiscal year has been improving month after month, more than \$300 million from last year is included in this year's budget.

Due to the state's continued slow recovery -- and many future long-term liabilities -- Lembo said it is imperative to re-build the state's Budget Reserve Fund and prepare for future obligations and uncertainties.

"As I stated last month, I strongly recommend that any General Fund surplus amount should be reserved for transfer to the state's Budget Reserve Fund," Lembo said. "Both OFA (Office of Fiscal Analysis) and OPM have estimated budget shortfalls beginning in Fiscal Year 2016 if current policies and trends remain unchanged. Therefore, it is essential to the state's long-term fiscal stability that sufficient reserves be established as soon as possible. Too often in the past, opportunities to build reserves have been missed as other perceived budget priorities were pursued."

The reserve balance at the end of Fiscal Year 2013 was \$270.7 million, which is 1.6 percent of planned spending. Lembo has called for a reserve level of 15 percent of spending (above the current 10 percent funding cap established by statute).

In analyzing several economic indicators in Connecticut, Lembo highlighted the challenges particularly facing young adults age 35 and under - a generation that continues to struggle with record high student loan debt and record low home ownership when compared to previous generations.

“When young adults cannot access adequate employment, are overburdened by student loan debt – and cannot begin accumulating wealth early on - it has a lasting impact on our state and national economy,” Lembo said. “We need to find new and innovative ways to encourage long-term asset accumulation and investment opportunities for young adults entering the workforce.”

Lembo said Connecticut must build on concepts and initiatives such as the Learn Here, Live Here Program -- legislatively established in 2012 to encourage more graduating students to save money toward a down payment on a first home in Connecticut.

Demonstrating the long-term economic impact of failing to promote long-term asset allocation, Lembo said that even as the larger existing home sales market recovers, the percentage of first-time homebuyers in the market is far lower than it once was. First-time homebuyers – historically 40 percent of the market - were down to 28 percent of the market home sales in November, according to the U.S. Census Bureau.

“This is another indicator of the erosion in asset accumulation by people age 35 and younger,” Lembo said.

As far as other economic indicators, information from federal and state Departments of Labor and other sources show:

- According to Department of Labor data, the state added 4,000 jobs in November. This follows disappointing job results through the summer and fall of 2013 with just 900 net jobs added between June and October. For the 12-month period ending in November, employment gains in the state totaled 16,500 payroll positions.
- The payroll withholding portion of the income tax posted negative growth for November; however, for the three-month period ending in November, withholding receipts increased 3.7 percent over the same period one year ago.
- On a year-to-date basis through November, the withholding tax is up 1.8 percent over last year. This compares to a slight decline in the withholding portion of the income tax in Fiscal Year 2013.
- The state has now regained 52.4 percent (63,500 jobs) of the 121,200 positions lost in the March 2008-February 2010 recession. Post-recession job gains in the private sector have been better than the overall numbers with a job recovery rate of 62.8 percent.
- Connecticut’s unemployment rate in November stood at 7.6 percent. This compares to a national rate of 7.0 percent. Unemployment rates vary from a high of 9 percent in Rhode Island and Nevada to a low of 2.6 percent in North Dakota.
- The strongest job gains over the past 12 months have been in education and health services (+ 9,400). Construction has also rebounded well (+5,600). The largest losses have occurred in manufacturing (-3,200), other services (-2,300), and financial activities (-1,800).
- Personal income in Connecticut grew at a rate of 0.8 percent between the second and third quarters of 2013. This ranked Connecticut 37th nationally in income growth. On a full year basis, growth was 3.5 percent. For calendar year 2012, Connecticut personal income advanced at a 3.4 percent rate. Data for the fourth quarter will be released on March 25.
- According to the Department of Labor, average hourly earnings declined 2.3 percent from last November and weekly pay was down 3.5 percent for the same period.
- The year-to-year change in the Consumer Price Index for All Urban Consumers (CPI-U, U.S. City Average) in November 2013 was 1.2 percent.
- A strong housing market has lifted Connecticut’s real estate conveyance tax receipts by almost 40 percent over the amount posted through November of last year.

- Housing permit activity is running almost 16% above last year's level. There is a clear upward trend in building activity over the past few years.

- The Census Bureau reported that U.S. new home sales increased 21.6 percent from October of last year. Sales in the Northeast were up 29.2 percent for the same period.
- The larger existing home sales market posted disappointing results in November with sales falling 1.2 percent below last year's volume. Home prices continued to show strength rising 9.4 percent from November of last year to a median price of \$196,300.
- First time homebuyers, which have historically been about 40 percent of the market, were down to 28 percent of the Market sales in November. This is another indicator of the erosion in asset accumulation by people age 35 and younger.
- Regionally, existing-home sales in the Northeast were up in November by 6.6 percent over last year. The median price in the Northeast was \$242,900, up 5.7 percent from a year ago.
- Conventional mortgage rates have recorded some upward movement, but remain at historically low levels.

- The estimated payment portion of the income tax is advancing at a rate of almost 14 percent on a year-to-date basis through November. The strong performance of the equity markets has helped to fuel that growth.
- At this writing the Dow was up over 20 percent on a year-to-date basis.
- The 30 companies listed on the Dow Jones Industrial Average spent \$211 billion on stock repurchases in 2013 according to an analysis by Birinyi Associates. That is three times the amount spent on research and development by those companies in 2013 based on data from S&P Capital IQ.
- The repurchase also lifts earnings per share, an important number closely watched by investors - and by corporate boards in determining executive pay. Of the 30 companies making up the Dow index, all but four list earnings per share in their public documents as a metric used to determine executive pay.
- The Federal Reserve's quantitative easing policy, which has increased the supply of low rate capital, has also played a role in booting equity markets.

DOW:

Consumers

- Through November the largest component of the sales tax was advancing at a 1.6-percent rate for the year to date.
- Retailers were expressing disappointment with early tabulations of the Christmas sales results. There is hope that continued discounting will improve sales numbers going into next year.
- In November, advance retail sales were up 4.7 percent from one year ago. Over the past three months sales growth has averaged about 4 percent. Auto sales, home furnishings, and non-store retailers posted the strongest gains.
- The Conference Board reported that the consumer confidence index, which had decreased sharply in October, declined again in November. The Index now stands at 70.4 (1985=100), down from 72.4 in October. The Present Situation Index edged down to 72.0 from 72.6. The Expectations Index declined to 69.3 from 72.2 last month.
- According to the Federal Reserve, in October, consumer credit increased at a seasonally adjusted annual rate of 7 percent. Revolving credit increased at an annual rate of 6 percent, while non-revolving credit increased at an annual rate of 7.5 percent.

Business and Economic Growth

- Based on the December 20 release by the Bureau of Economic Analysis, real GDP increased at a healthy 4.1-percent rate in the 3rd quarter of 2013. This follows growth of 2.5 percent in the 2nd quarter. The acceleration.

in real GDP growth in the third quarter primarily reflected growth in private inventory investment, a deceleration in imports, and accelerations in state and local government spending and in personal consumption expenditures that were partly offset by a deceleration in exports.

- Corporate profits posted growth of 5.7 percent from one year ago in the 3rd quarter of 2012. Profits grew by better than 7 percent in both 2011 and 2012.
- The Labor Department's scorecard of business activity was mixed in 2012 and been down for most of 2013.

END



STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
INTERGOVERNMENTAL POLICY DIVISION

Item #20

December 27, 2013

The Honorable Elizabeth C. Paterson, Mayor
Town of Mansfield
4 South Eagleville Road
Mansfield, CT 06268

Dear Mayor Paterson:

Pursuant to Section 16a-4c of the Connecticut General Statutes (CGS), as amended by Section 249 of Public Act 13-247, the Office of Policy and Management (OPM) prepared a status report on its analysis of the boundaries of logical planning regions on October 1, 2013. The Act further requires that OPM complete its analysis and notify the chief executive officer of each municipality located in a planning region in which the boundaries are proposed for redesignation by no later than January 1, 2014.

This letter is your formal notification that the boundaries of the Windham Planning Region have been proposed for redesignation. Based on your input, OPM proposes to redesignate the Town of Mansfield into the Capitol Planning Region.

If the Town Council objects to this proposed redesignation, you may petition the Secretary of OPM, within thirty (30) days of receipt of this letter, to attend a meeting of the Town Council. The petition shall specify the location, date and time of the meeting, and is intended to provide the Town Council an opportunity to inform the Secretary of its objections to the proposed redesignation. Such meeting should be scheduled not later than sixty (60) days after the date of the petition.

If the Town Council has no objections to this redesignation, the Town of Mansfield is effectively eligible to become a member of the Capitol Region Council of Governments (CRCOG) and you may take the necessary steps to withdraw from the Windham Region Council of Governments and join CRCOG, in accordance with the provisions of CGS Section 4-124j.

Sincerely,

A handwritten signature in black ink, appearing to read "W. David LeVasseur".

W. David LeVasseur
Acting Undersecretary

Cc: Mark Paquette, WINCOG
Lyle Wray, CRCOG

PAGE
BREAK

Sara-Ann Bourque

Subject: FW: CCM Prescription Discount Card Program RESULTS for Town of Mansfield
Attachments: Town of Mansfield CT Discount Card Report Nov 2013.xlsx

From: Gina Calabro [mailto:GCalabro@CCM-CT.ORG]
Sent: Tuesday, December 31, 2013 1:02 PM
To: Matthew W. Hart; Maria E. Capriola
Subject: CCM Prescription Discount Card Program RESULTS for Town of Mansfield

Hi Matt and Maria,

Please see the Monthly Results report for your town.
Mansfield savings for November 2013 was 82%.
225 prescription claims have been processed to date and Mansfield residents have saved over \$11,100!

Happy New Year!

Best,
Gina

Gina Calabro
Director of Member Services and Marketing
Connecticut Conference of Municipalities (CCM)
The Voice of Local Government

900 Chapel Street
New Haven, CT 06510
W: 203-498-3041
F: 203-498-5829
C: 203-640-6180
gcalabro@ccm-ct.org



www.ccm-ct.org

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 [Follow CCM on Twitter!](#)

This message (including any attachments) may contain confidential information intended for a specific individual and purpose, and is protected by law. If you are not the intended recipient, you should delete this message.

Town of Mansfield CT Discount Card

Month:	Total Claims	Total Cards Used	Member Rx Cost	Avg Member Rx Cost	Price Savings	Avg. Price Savings	% Price Savings
April-13	1	1	\$ 16.38	\$ 16.38	\$ 12.94	\$ 12.94	44%
May-13	39	17	\$ 1,177.40	\$ 30.18	\$ 1,397.07	\$ 35.82	54%
June-13	27	17	\$ 680.81	\$ 25.22	\$ 1,268.18	\$ 46.97	65%
July-13	28	18	\$ 776.98	\$ 27.75	\$ 1,500.55	\$ 53.59	66%
August-13	37	19	\$ 828.61	\$ 22.39	\$ 1,986.79	\$ 53.70	71%
September-13	24	19	\$ 1,214.31	\$ 50.60	\$ 641.20	\$ 26.72	35%
October-13	38	21	\$ 712.36	\$ 18.75	\$ 1,869.63	\$ 49.20	72%
November-13	31	13	\$ 526.99	\$ 17.00	\$ 2,429.19	\$ 78.36	82%
Total 2013	225	125	\$ 5,933.84	\$ 26.37	\$ 11,105.55	\$ 49.36	65%
Total Program	225	125	\$ 5,933.84	\$ 26.37	\$ 11,105.55	\$ 49.36	65%



Connecticut Council of Small Towns

Item #22

1245 Farmington Avenue, 101 • West Hartford, Connecticut 06107
Phone (860) 676-0770 • Fax: (860) 676-2662 • E-Mail: info@ctcost.org

January 7, 2014

Matthew Hart, Town Manager
Town of Mansfield
4 South Eagleville Road
Mansfield, CT 06268

Dear Matt:

Last session, Governor Dannel P. Malloy and state lawmakers were successful in preserving state aid to municipalities despite the state's ongoing budget challenges. The involvement of you and your fellow town leaders in communicating to lawmakers and public officials was critical to maintaining or increasing funding for key municipal aid programs, including Education Cost Sharing (ECS), Town Aid Road, and the Local Capital Improvement Program (LoCIP).

Unfortunately, given the state's continuing budget challenges, funding for municipal aid programs may be in jeopardy this session. In addition, issues such as mandate relief, education reform, transportation, municipal pensions, public safety and regional planning and consolidation are under discussion at the state Capitol – issues that may have a significant impact on your community.

Clearly, COST must be positioned to provide Connecticut's small towns with a strong voice at the state Capitol.

Your role – and your voice - is absolutely critical to our efforts. To ensure that you and your fellow town leaders have the opportunity to shape public policies affecting small towns, COST is strengthening its grassroots activities to make sure that your voice is "heard and heeded".

Make Your Voice Count at Connecticut's Town Meeting 2014

One powerful way to express your views and advocate policies beneficial to towns is to participate in COST's annual conference, *Connecticut's Town Meeting* - the largest and single-most important annual opportunity for first selectmen, mayors and managers from smaller communities throughout the state to network and decide on their highest-priority legislative concerns.

***Connecticut's Town Meeting* is THE premier annual policy event for chief elected and appointed leaders representing smaller communities across the state.** Be on hand to hear about the administration's and legislative leaders' top legislative and fiscal priorities for 2014. Listen to, and discuss how these priorities may affect funding for essential municipal services, education reform, and mandate relief for towns and cities. This is your opportunity to ask questions and provide comments to the state's leaders about issues that you believe are vital to your community.

Invite Your Legislators to Attend...to Strengthen Your Impact at the state Capitol

What makes the COST annual meeting especially unique is that a large number of state representatives and state senators attend the event. They listen to the concerns expressed by COST members and participate in discussions about how you and other town leaders can support efforts to advocate the legislative priorities established during *Connecticut's Town Meeting*.

This forum provides an excellent opportunity to help bridge the gap between town hall and the state Capitol. But, we need your help to make this happen. A special, complimentary sign-up form for state legislators accompanies this letter. Please send it with a letter, or fax it with a note, to your legislators urging them to register for this major annual event.

Be a part of the action. Make plans to attend *Connecticut's Town Meeting 2014* on Wednesday, February 19, 8:00 a.m. - 2:00 p.m. at the Crowne Plaza Hotel & Conference Center in Cromwell. Sign up today to ensure your spot at *the event*. Space is limited and registrations will be processed on a first-come, first-served basis. Accompanying this letter is a registration form for COST's *Connecticut's Town Meeting 2014*. Please complete the form (make copies for others attending from your town) and fax it to COST as soon as possible. The fax number is (860) 676-2662. **Don't forget: the early-bird (fax/mail) registration deadline is January 31st!**

Thanks again for all your great support!

Sincerely,



Elizabeth (Betsy) Gara
Executive Director



2014 Connecticut Town Meeting Wednesday, February 19, 2014

- WHO:** Local & State Government Leaders
- WHAT:** Discussion regarding COST's 2014 Legislative Platform; Hear from speakers on key issues affecting Connecticut's small towns and cities, including the state's legislative leaders.
- WHEN:** Wednesday, February 19, 2014; 8:00 A.M. to 2:00 P.M.
- WHERE:** Crowne Plaza Hotel & Conference Center, Cromwell, CT
- FEE:** Early-Bird Registration received *by 1/31*:
\$65.00 members / \$85.00 for non-members

Registrations *received after 1/31*:
\$85.00 members / \$105.00 non-members
- NOTE:** General Session begins at 9:30 A.M.
-

Name of Town: _____

Attendee Name/Title: _____

Phone: _____ Email: _____

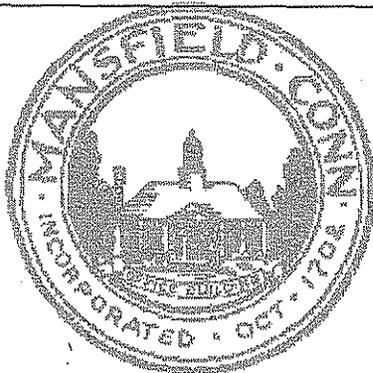
Please e-mail, mail or fax your registration form(s) to COST. Your registration must be received **no later than February 7, 2014.**

Mail to: COST, 1245 Farmington Avenue, 101, West Hartford, CT 06107

Phone: (860) 676-0770 · Fax: (860) 676-2662

Questions: E-mail Kathryn Dube at kdube@ctcost.org

PAGE
BREAK



THE MANSFIELD

MINUTE

JANUARY 2014

www.mansfieldct.org

- *Town Hall will be closed January 1st and 20th.*
- *Don't forget to pay the second half of your real estate taxes.*
- *Recycle old strings of lights by bringing them to the transfer station. Please do not place them with curbside recycling—they gum up the works!*



- *Winter Parking Ban—don't park overnight on the street or in a municipal lot when it's snowing—you'll be towed!*
- *Did you know you can pay online? Real estate, motor vehicle, personal property tax; sewer, refuse, and grand list bills may be paid online. Student Lunch fees too!*
- *Please recycle nonmetallic wrapping paper, tissue paper and gift boxes.*
- *The town owns and operates 104.6 miles of roads — that's a lot of plowing and sanding!*
- *It's the heating season—prime time to watch out for carbon monoxide. Do you have a detector in your home?*
- *Need to FAX a document? There's public fax machine at the library.*

Budgeting For Next Year

Each year the Town prepares an operating budget and capital improvement program. The Town budgets for its anticipated program revenues and expenditures needed to provide services such as Pre K-12 education, fire and police protection, snow plowing, and a public library. Per state law, the Town operates on a July 1—June 30 fiscal year. Most of the key dates in the budget process occur in late winter and early spring. Electors and citizens are encouraged to actively participate in the budget process by attending budget workshops, public information sessions and hearings, and voting at the annual town meeting.

General Fund

What is the General Fund?

The General Fund provides for general purpose government services. In other words, the General Fund finances the regular day-to-day operations of the Town.

What types of activities does the General Fund provide for?

Examples of what the General Fund provides for are services such as education, public safety, streets maintenance, library services, senior services and general administration.

Where does the money for the General Fund come from?

The money that funds the General Fund comes from a wide variety of sources. The primary sources of revenue are: local property taxes and related items (60.5%), state support for education (22.3%) and state support for general government (15.1%). Other sources include inspection fees, fines, grants,

Continued on page 2...

It was those last few cookies that did it...

Feeling a need to move around a bit after all the holiday festivities?

The Community Center has lots of classes starting in January. There are swimming lessons and fitness classes (including water fitness classes) as well as several adult and youth classes, programs, and seminars. Go to www.MansfieldCC.com for more information, and to register for most programs.



Budgeting... cont. from pg. 1...

licenses, permits and other revenue.

Understanding Your Tax Calculation

What is a mill rate?

The mill rate is used to calculate the amount of taxes a property owner pays to the Town. One mill produces one dollar for each \$1,000 of property value. The mill rate in Mansfield for FY 13/14 is 27.95 mills.



How are my taxes calculated?

In Connecticut, your property taxes are calculated based on 70% of your home's current market value, or its "assessed" value. For example, the median single family home price in Mansfield is \$242,000 so the assessed value is \$169,400. The tax calculation for a median valued home is as follows: $(\$169,400 \times 27.95)/1000 = \$4,735$ in property taxes. To calculate the property taxes due on your home you can use the following method: $(\text{Assessed Value} \times \text{Mill Rate})/1000 = \text{Amount Due in Taxes}$.

Town Hall Hours:

Monday	8:15-4:30
Tuesday	8:15-4:30
Wednesday	8:15-4:30
Thursday	8:15-6:30
Friday	8-12



Thoughts or questions about the budget?

YOU HAVE MANY CHANCES TO SPEAK YOUR MIND

Come to any Town Council Meeting. They are scheduled at 7:30 PM, on the 2nd & 4th Mondays of every month, in the Council Chambers, 4 South Eagleville Road.

Comments can be submitted in writing to Council members: via email at

TownCouncil@mansfieldct.org

Hard copy in c/o of the Town Manager's Office, 4 South Eagleville Road, Mansfield, CT 06268

Other opportunities to speak up about the budget: Budget workshops and public information sessions will be scheduled soon.



Got Paint?

If you've got at least 300 gallons of paint at home or at your business, you can have it picked up and taken away by Paintcare. They operate a paint stewardship program on behalf of paint manufacturers in Connecticut. Call Paintcare at 855-724-6809

to have the paint picked up and taken to be recycled. Typically "large volume" means a minimum of 300 gallons, measured by container size (not content). To learn more about this service, you can read the [LVP Factsheet](#) available at paintcare.org or call PaintCare. Don't have 300 gallons? You can drop off leftover paint at the [Transfer Station](#).



Parks and Recreation would like to thank everyone for donating more than 300 pounds of food and personal care items to the Food Bank during our Thanks for Giving week. Special thanks to all the fitness instructors who volunteered their time that week so we could offer free classes to everyone who made a donation.

Who you gonna call?

Phone numbers, e-mails, & homepages for all Town Departments are listed on our [web site](#).

Got a complaint, suggestion or would you like to praise someone for a job well done? We have a form right on our web site, so that it's easy for you. It's called the [Citizen Service Request System](#).



USE IT UP
WEAR IT OUT
MAKE IT DO
OR DO WITHOUT

What to do with those old bits of cloth?

Here in New England, frugality and thrift are learned very early on. Everyone knows to donate old clothes in decent condition to places such as the Salvation Army. But what do you do with those old stuffed animals, rags and unwearable clothes?

Each year tons of clothing and textiles that could be recycled are dumped in the trash. That's an average of 70 pounds per person. Yet any textile item, even if it's worn, torn or stained, can be recycled.

Almost all used clothing can be worn again. They are sold or distributed by charities. Some go to developing countries where there is increasingly high demand. Unwearable items are cut into wiping cloths and rags or ground up into fiber to manufacture stuffing, insulation and carpet underlayment. Even worn out shoes are highly recyclable.

Mansfield residents have the benefit of a Salvation Army donation box at the transfer station. As long as they are clean and dry, you can donate the following to Salvation Army in *any condition*:

- All clothing – including socks, undergarments, ties
- All footwear
- Fabric/material scraps
- Rags
- Stuffed toys – including stuffed animals and dolls
- Backpacks
- Clothing accessories – such as purses, belts
- Bedding – pillows, comforters, sheets, pillow cases, blankets
- Curtains/Draperies
- Table linens
- Towels and wash cloths

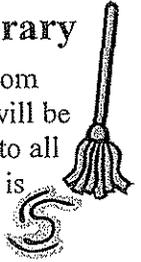


If you have any questions about textile recycling, please contact the Mansfield Recycling Coordinator, Virginia Walton, at 860-429-3333 or waltonvd@mansfieldct.org.

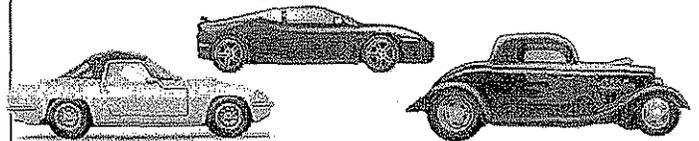
The town transfer station opens Tuesdays & Saturdays
8:30 AM to 4 PM, Thursdays Noon to 4 PM.

We Are Sprucing Up The Library

The library will be closed for maintenance from Monday-Wednesday, January 6th-8th. We will be scrubbing floors, painting walls, and getting to all the chores that have to wait while the library is open.



Stop in ahead of time and stock up on books, movies, and music! And remember...no fines will accrue during those days, so please don't worry about returning things while we are closed. We will be emptying the book return, but if it's really full, please don't leave anything outside. Thanks!



Rental Parking— The Right Way

The Ordinance Regarding Off-Street Parking on Residential Property requires Property owners to delineate parking areas at Residential Rental Property situated within the Rental Certification Zone to provide for accommodation of residents and guests at properties in adequate size and manner compatible with the ordinance.

Property owners are obligated to submit a detailed parking space site plan showing the proposed on-site parking spaces. Site plans are reviewed for compliance in accordance with criteria set forth in the ordinance. Owners must maintain the site per the approved plan to remain in compliance. Those parking at the property who fail to adhere to the plan may be subject to citation and fine.

A condition of the Ordinance, as amended, is that a copy of the approved site plan must be posted and maintained within the dwelling unit. In this manner, those affected by the Residential Rental Parking Ordinance can refer to the plan and park within the parameters established. The amount of a fine assessed for violation of any regulation under the Ordinance shall be doubled if not paid within ten days.

A standardized focus of having a plan with set provisions and the observance of that measure insures safe traffic conditions and the avoidance of adverse public safety consequences and blighting conditions.

For additional information regarding, contact the Department of Building & Housing Inspection Office, 860-487-4440, or visit www.mansfieldct.gov

January Events and Activities in Mansfield

Parks and Recreation

Open House

December 30—January 5
at the Community Center.

Free classes and demonstrations,
free child care.

Chance to win a free 3 month
membership or personal training
package...and FREE use of all
the facilities. There will also be
open house week membership
specials. Call (860) 429-3015 for
more information.

Family Fun Nights

Friday, Jan. 3, 6:30-9:30 PM

Saturday, Jan. 18, 4:30-7:30 PM

at the Community Center.

Giant inflatables, ping pong, tot
toys, puzzles, open gym, poolside
basketball & more! Free!

No registration is required.

Free Mansfield Day

Saturday, Jan. 18, 4:30-7:30 PM

Have you been

wondering what all the
excitement is about at the
Mansfield Community Center?
Well, if you're a Mansfield
resident you can find out for
FREE.

Parent's Night Out

Saturday, Jan. 25, 3:30-7:30 PM

at the Community Center

Drop the kids off for some
supervised fun. Pizza and drinks
will be served. \$20 for
Mansfield residents, \$30 for non-
residents.



Town of Mansfield, Connecticut
Audrey P. Beck Municipal Building
4 South Eagleville Road, Mansfield, CT 06268
mansfieldct.gov 860.429.3336

Mansfield Public Library

The Gentle Art of Decluttering

2 Separate Workshops
Saturday, Jan. 11, 2 PM

or

Wednesday, Jan. 15, 2 PM

This is a workshop for those
looking for a gentle but effective
way of conquering the challenges
of their living areas.

Family Story Time

Saturdays at 10:30 AM

(except for January 4)

Preschool stories and crafts.

No registration required.

Toddler Time

Fridays at 10:30 AM

starts on Friday, January 10

No registration required.

Wonderful Wednesdays

Preschool Story Times

Wednesdays at 10:30 AM

starting up again on January 22

No registration required.



Senior Van Trips

Bay Path College Culinary Lunch

Tuesday, Jan. 14

Cost is \$10-\$12.

Register by 1/10/14.

Connecticut Trash Museum

Thursday, Jan. 30

Admission \$4.

Lunch at "Mystery Spot" at your
expense. Register by 1/27/14.

Mansfield Senior Center

Reiki Session

Thursday, Jan. 2, 9 AM—Noon

One hour session

for \$30.

Call for an appointment,

860-429-02620 Ext 4.

Conversation With Betty

Thursday, Jan 2., 11 AM.

Everyone welcome for this
friendly, lively discussion. Please
call Betty at 860-429-6324 if you
have any questions.

Herrman Blood Pressure Clinic

Wednesday, Jan. 8, 11:30 AM

This clinic is available to those 55
years of age and older on a first
come first serve basis. Free, no
pre-registration is required.

Travel Kickoff

Wednesday, Jan. 8, 12:45 PM

Come and learn about the great
trips planned for 2014! Pick up
flyers and ask questions about the
various trips available.

Smart Phones

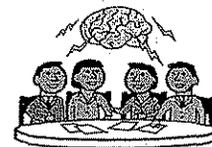
Friday, Jan. 31, 10 AM

Verizon experts will explain about
using your Smart telephone.
Hands-on training in small groups.
Bring your Smartphone with you
or an interest in learning about
Smartphones.

Brain Aerobics

Fridays at 11:15 AM

Come and enjoy some games and
exercises to improve your mind.



Investing in the Future

As we come to the close of another year, I am proud of our employees and honored that Connecticut Water is able to provide life sustaining water to the customers and communities we serve.



At Connecticut Water, we recognize it is our responsibility to make investments in our water system to ensure it meets the needs of our customers and communities, now and in the future. To that end, our Board of Directors has approved a \$37.8 million capital budget for 2014. About

\$15 million will be invested in WICA projects to replace aging infrastructure, comparable to our spending over the past few years.

Since the inception of the WICA program in 2007, Connecticut Water has replaced about 4 percent of its pipes, or 62 miles, through \$57.1 million in WICA investments. Successful completion of WICA jobs in particular requires close communication between town leaders and Connecticut Water and we greatly appreciate your cooperation in that area.

I am pleased to share that our recently completed Public Opinion Leader survey showed that more than 97 percent of town leaders surveyed, who had contact with their local Connecticut Water management team, found that contact to be very helpful. Further, satisfaction with Connecticut Water continues to increase – exceeding 90 percent. Please know that our local leaders are available and eager to work with you on matters in your community.

Also in this issue:

The upgrade of our Ruth Drive pump station in Plainfield is a prime example of replacing aging infrastructure in a way that improves reliability, reduces power consumption, and associated greenhouse emissions, while utilizing energy efficiency funding to lower the project cost.

You'll also find photos from many community events that our employees have participated in across Connecticut over the past few months.

If you have thoughts on how we can better serve you and your community, please let us know. You can call a member of the management team at your local Connecticut Water office, or call me at 1-800-286-5700 or send an e-mail to info@ctwater.com.

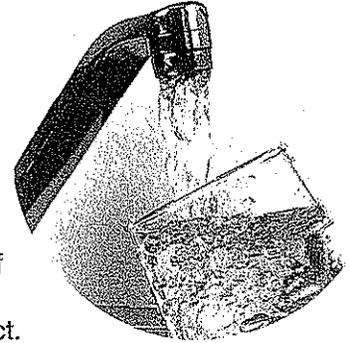
Thank you.

Regards,

Eric W. Thornburg
President and CEO

Providing Water for UConn and Mansfield

Connecticut Water continues to work with the University of Connecticut and the Town of Mansfield on the detailed plans to provide for the area's long term water needs. Connecticut Water was chosen after an extensive review as the most cost effective, fastest option that could deliver a reliable supply of water to the area with the least environmental impact.



Details are being worked out on the schedule and responsibilities for design, permitting, and construction of the pipeline to serve the University and Mansfield, including the Four Corners. In addition, the parties are coordinating on rates, operational considerations and customer service aspects of the system which will be integrated with the UConn water system.

To provide an opportunity for local input, communication and collaboration relating to the water system, and coordination of local planning, a Water System Advisor Group with key stakeholders will be established.

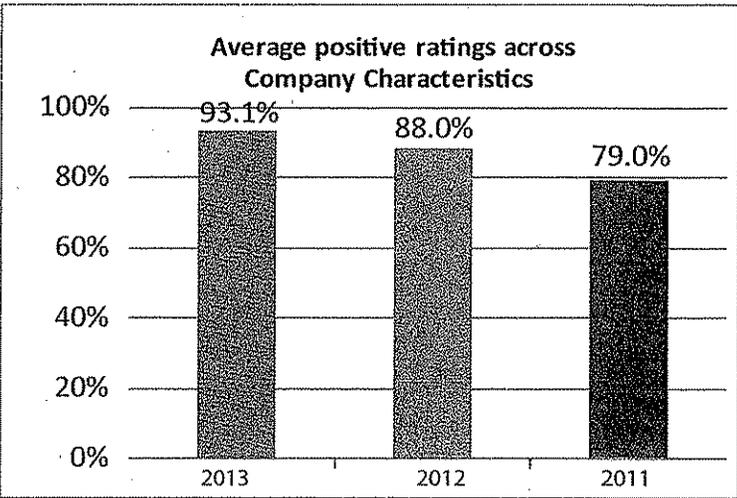
The water supply needs of UConn and Mansfield, which are estimated over the next 50 years to peak at 2.2 million gallons of water per day (mgd), will come from the Shenipsit Lake Reservoir. The reservoir has a capacity of 5 billion gallons of water, a registered diversion of 15 mgd and an approved safe yield of 10 mgd. These water supply reserves far exceed the company's average daily reservoir withdrawal of 4 mgd and allow us to meet the water supply needs of our current customers, UConn, and Mansfield while fully complying with the State's recently enacted streamflow regulations. We already had plans to make improvements at our Rockville Water Treatment Plant to serve our customers in our Northern Western System which will provide additional assurance regarding the available supplies.

The cost of the pipeline project will be included in the company's regular capital budget and is expected to be supported over time by rates for water usage from new customers served by the project. There will be no special assessments or surcharges on CWC or Mansfield customers' bills for the project.

Public Opinion Leader Survey

We appreciate the time of the 101 public opinion leaders who participated in Connecticut Water's annual Public Opinion Leader Satisfaction Survey. The survey is conducted on our behalf by Great Blue Research, an independent research firm, based in Cromwell. It provides us with valuable information on how we are doing serving the needs of the community and helps us to identify areas for improvement or where we need to enhance our communication efforts. The majority of the surveys were completed by town CEOs, Fire Chiefs, Public Works Directors, and Town Planners. We hope they are a reflection of the many ways that water service touches the communities we serve.

The average positive rating across 21 key company characteristics continues to show increasing satisfaction. The highest rating achieved was for 'efficiency' at 100 percent, and the lowest was for 'useful and relevant communications' at 79 percent.



In addition, nearly 97 percent who had contact with local Connecticut Water management said the contact was helpful. Contact information for your local management team is included on the last page of this issue, and we hope you will reach out to them if you have any questions.

Community Outreach

Connecticut Water employees are passionate about delivering life sustaining, high quality water service to families and communities. Many employees live in the communities we serve, and CWC employees are eager to participate in community activities. Employees most recently worked together on watershed cleanups, water treatment plant tours, providing water at fairs, holiday food and toy drives, touch a truck events, fishing derbies, Trails Day hiking, and we even formed a running team. Team "Running Water" is made up of employees, family members and friends who participate in charitable running events around the state.



Teams of CT Water employees and their family members participated in watershed cleanups in the towns of Naugatuck, Prospect, Farmington, and Enfield. Their efforts removed debris and litter from our watersheds and communities.



CT Water employees donated over a hundred gently used coats to local social service agencies to distribute.



Food collections held around the state to help less fortunate neighbors.

-Billing — Good for Customers and the Environment

We have received a positive response from customers signing up for e-billing. Over 9,100 customers enrolled in e-billing, which represents about a 10 percent adoption rate since the March 2013 rollout.

E-billing is part of Connecticut Water's commitment to meet customers' needs, and at the same time, going paperless helps to safeguard the environment by reducing greenhouse gas emissions, saving trees and conserving energy.



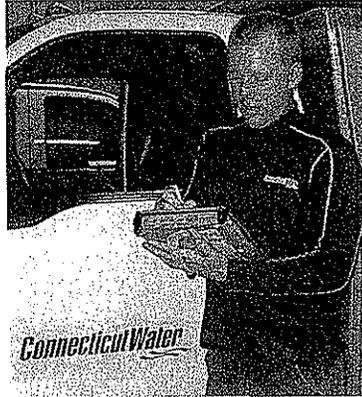
Increasing Efficiency and Improving Service

Early next year, Connecticut Water will implement new mobile technology to increase the efficiency and quality of service of our customer service staff both in the field and in the office.

Connecticut Water's mobility project was launched in the spring of 2012. And now, thanks to the hard work of our employees and our technology partners, it will be rolled out in early 2014.

Our field service people will have mobile computers that will allow them to optimize service routes based on the work to be done in a given day, electronically dispatch new emergency or unscheduled work to the nearest qualified personnel while redistributing their previously assigned work to others, and allow the majority of work orders to be closed electronically in the field.

As a result, office customer service will have immediate access to update customer information as soon as the work is completed, and can provide that information to customers in a timely manner. For more information on our Mobility project, contact Paul Lowry, Northern Region Superintendent, at plowry@ctwater.com or 860-292-2809.



COST Savings

Connecticut Water continues to lower its operating costs through increased efficiency. For the third consecutive year, a team of senior managers scoured the Company's operation and maintenance expenses, and reviewed business processes to identify and implement significant savings. All expense reduction opportunities are fully evaluated to ensure they are consistent with our commitment to deliver high quality water and world class service to the families and communities that rely on us. The savings identified this year are expected to exceed more than \$500,000.



More than \$130,000 identified in savings is the result of rebidding water treatment chemicals and alarm system services. These contracts were rebid using the discipline and techniques we learned through our 'Procurement' initiative for the purchase of pipe and related items that was implemented in 2013.

The primary benefit of our pipe procurement initiative is increased efficiency in our capital spending that allows us to replace more infrastructure for the same dollars. Connecticut Water recently launched a second phase of procurement that is related to bidding contractor services and expects to achieve even greater benefits in our capital spending program.

We remain committed to operating as efficiently as possible to serve our customers and reduce the size of future rate increases.

Energy Efficiency Project in Plainfield

Connecticut Water recently upgraded its pump station on Ruth Drive in Plainfield that moves about 7 million gallons of water a year. The upgrade involved replacing three older inefficient pumps with new energy efficient variable speed pumps and control systems. In addition to increasing reliability of service to our customers, annual power bills at the facility are expected to be reduced by \$5,000. The total project cost was \$35,000, which was partially offset by a grant from the Connecticut Energy Efficiency Fund (CEEF) through CL&P. Connecticut Water will continue to look for opportunities to use the CEEF for future energy projects.

