



**TOWN OF MANSFIELD  
TOWN COUNCIL MEETING  
Monday, February 10, 2014  
COUNCIL CHAMBERS  
AUDREY P. BECK MUNICIPAL BUILDING  
7:30 p.m.**

**NOTES:**

- A welcome reception for John Carrington, Director of Public Works, will be held at 7:00 p.m.
- A ceremonial presentation in honor of Presidents' Day will be held at 7:25 p.m.

**AGENDA**

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**EXECUTIVE SESSION**

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

SPECIAL MEETING – MANSFIELD TOWN COUNCIL

January 25, 2014

DRAFT

Mayor Elizabeth Paterson called the special meeting of the Mansfield Town Council to order at 9:00 a.m. in the Council Chamber of the Audrey P. Beck Building.

I. ROLL CALL

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

Excused: Kochenburger

Staff: Town Manager Matt Hart, Assistant Town Manager Maria Capriola, Director of Finance Cherie Trahan, Director of Parks and Recreation Curt Vincente, Director of Information Technology Jaime Russell, Director of Emergency Management Fran Raiola, Director of Housing and Building Mike Ninteau, Library Director Leslie McDonough, Director of Human Services Pat Schneider, Fire Chief Dave Dagon, Director of Facilities Bill Hammon, Mansfield Downtown Partnership Executive Director Cynthia van Zelm, and soon to be Director of Public Works John Carrington.

Mayor Paterson welcomed Mr. Carrington to Mansfield.

II. NEW BUSINESS

1. Overview of Major Projects and Initiatives

The Town Manager provided an overview of the major projects in Town and the following items were flagged:

- An update from Masonicare will be scheduled for a future Council meeting.
- Information provided to the Council regarding the last time the Downtown Partnership's rent was approved will be distributed to members.
- Usage information for the parking garage, as presented at the last management meeting, will be distributed to members.
- Concerns regarding the number of jaywalkers crossing Rte. 195 near the Dog Lane Café were expressed. A crosswalk was requested but denied by DOT. The Town will continue to explore possibilities as resources permit.
- The Traffic Authority will review the parking spaces in the driveway near Moe's.

2. Revenue and Expenditures Projections FY 2013/2014

The Director of Finance reviewed the revenue and expenditure projections for the current fiscal year and the following items were flagged:

- During the budget process a replacement schedule for vehicles and repairs will be provided.

3. Early Revenue Projections FY 2014/2015

The Director of Finance provided early revenue projections for the upcoming year and the following items were flagged:

- Information itemizing which Storrs Center buildings are included in the Assessor's preliminary real estate list will be provided.
- The PILOT status of Mansfield Hollow will be checked as will any federal "PILOT" fund sources.

4. Early Expenditures Projections FY 2014/2015

The Director of Finance provided preliminary information on FY2014/2015 expenditures including a brief review of the Boards of Education budgets. Mayor Paterson complimented the working relationships among the Superintendents and the Town Manager.

Town Manager Matt Hart stated he is planning to submit a current service budget to the Council. Council members discussed the state police staffing goals, the role of UConn's

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police department in Mansfield and the impact of Storrs Center. The police study will be provided to those members who do not have a copy.

#### 5. Town Council Goal Setting and Policy Recommendations

The Assistant Town Manager described the goal setting exercise to be conducted at the January 27, 2014 meeting.

### III. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COUNCIL

Ric Hossack, Middle Turnpike, stated the goal of the Council should be to reduce taxes and asked the following questions:

- Will the software enhancements lead to a reduction in staff?
- Will the temporary employees at Storrs Center be eliminated as the project is completed?
- How many playgrounds do we need?
- Why will the sewer project tax people who are not benefiting from the project?
- When will the voters be able to vote on the sewer project?

Pat Suprenant, Mansfield Independent News asked the following questions:

- What is the Town's policy regarding the hiring back of retired employees and are they being hired as consultants or are they adding to their retirement benefits?
- Is the contribution toward the parking garage from the developer in the form of a gift, abatement, loan, or in kind services?
- Will the one million dollars in unanticipated revenue be used to reduce the mill rate or to pay back the one shot revenues used in last year's budget?
- Will the Town again be accessing the medical insurance reserve or the special education fund reserves?
- What is the total estimated cost of all in kind services?
- Does the 6.3 million dollar PILOT estimate include the recent sale of property to UConn from Campus Crossing LLC or will this and other recent land transfers be reflected in next year's formulae?
- Is Mansfield being penalized because of our cooperation with Connecticut Water Company as the loss of PILOT funds will pressure the Town to increase the grand list?
- Will the public have an opportunity, once again, to address budget questions directly to the Director of Finance?
- What is the total estimated cost of legal fees for Mansfield and how are they to be spent?
- Where did the \$450,000 which was put back in Board of Education's medical insurance reserve fund come from?
- Is the Region 19 increase of \$50,000 in addition to what was allocated last year?

Arthur Smith, Mulberry Road, wishes to find out more about the Blum and Shapiro audit and have a discussion about the discretion the Town Manager has regarding the implementation of the recommendations. Mr. Smith agrees with the suggestion that the Minimum Budget Requirement be redefined for the Town as it is unique due to the amount of state property. Mr. Smith also questioned the topography of the site for the accessible playground.

Town Manager Matt Hart responded to questions of fact, other questions will be addressed during the budget process:

- The goal of implementing enhanced software is not to reduce staff but to provide a level of control on the hiring of additional staff and to free up staff to work on other initiatives.

January 25, 2014

- Temporary employment positions related to Storrs Center will be eliminated when the work is completed. Any additional hiring will be done using the usual competitive process.
- The funding of playgrounds and improvements is a Council policy decision. The Town does have an obligation to maintain the structures. The Town Manager suggested a town wide playground/active recreation study might be undertaken in the future.
- All necessary funds for the design of the Four Corners sewer project have been appropriated. A policy decision will have to be made by the Council before the issuance of any general obligation bonds.
- Former employees are usually not hired as contractors but on a temporary part time basis. Mr. Hultgren is working to complete some projects during his separation leave.
- Leyland's contribution to the parking garage overruns will be in cash over a multi-year period and includes a nominal interest rate.
- The Council will decide the best use of FY2013/2014 unanticipated state revenues.
- Questions regarding Board of Education reserve funds should be referred to the Board.
- A total accounting of all in kind services will be difficult to provide but the subject can be looked at within the budget process.
- There is a lag time regarding PILOT funds and recent land sales and acquisitions. These changes will be discussed during the revaluation presentation.
- The agreement with Connecticut Water Company does not put the Town in the position of arbitrarily growing our grand list. The Town, under the auspices of and the direction of the Council, has been working to grow the list in a responsible and managed way that is compatible with the Plan of Conservation and Development and land use regulations.
- Yes, as in previous years, citizens will be able to ask budget question via the website.
- Summary data regarding legal fees will be provided.
- The increase in Region 19's budget is over the current year's budget.
- In concert with and under the oversight of the Finance Committee, the Town does implement some of the recommendations of the auditors. The Town has received and continues to receive an unqualified opinion on the audit.
- The Council did highlight the Minimum Budget Requirements in its conversations and follow-up communications with our legislators.
- There are some challenges with the topography of the site chosen for the accessible playground which have been reviewed. The Council will have the opportunity to review and potentially approve any in kind services.

Ms. Wassmundt requested the questions asked by the public during public comment be made part of the record.

Ms. Wassmundt raised questions regarding the cost of the playground and supported the idea of a Recreation Master Plan. Mr. Shapiro raised a point of order commenting that the agenda does not provide, at this point, for additional Council member comments. Mayor Paterson upheld the point of order and asked Council members to either put their questions in writing or to raise them at the January 27, 2014 meeting.

#### IV. ADJOURNMENT

Ms. Moran moved and Mr. Shapiro seconded to adjourn the meeting at 12:10 p.m. Motion passed unanimously.

January 25, 2014

Elizabeth Paterson, Mayor

Mary Stanton, Town Clerk

January 25, 2014

REGULAR MEETING – MANSFIELD TOWN COUNCIL  
January 27, 2014  
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, Marcellino, Moran, Paterson, Raymond, Ryan, Shapiro, Wassmundt

II. APPROVAL OF MINUTES

Mr. Ryan moved and Ms. Moran seconded to approve the minutes of January 13, 2013 special meeting, as amended. Motion passed unanimously.

III. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Ric Hossack, Middle Turnpike, asked when does the public get answers to questions if they are not answered during the meeting. Mr. Hossack clarified his statement concerning support for additional water resources referenced at a previous meeting.

Brian Coleman, Centre Street, submitted an editorial from the Daily Campus critical of the Storrs Center project and again asked about planned partnerships with UConn or private sector business. (Statement and editorial attached)

Arthur Smith, Mulberry Road, questioned why a previous member of the UConn Board of Trustee's law firm has applied for the Town Attorney position. Mr. Smith also raised a number of issues which he says show a pattern and practice of censorship and denial of first amendment free speech rights. Mr. Smith submitted a January 13, 2014 letter. (Letter attached)

IV. REPORT OF THE TOWN MANAGER

In addition to his written report the Town Manager stated that he tries to answer questions of facts raised by the public during the meeting. Policy issues or opinions addressed to Town Council members may be addressed at their discretion. Other than the Storrs Center project there are no active public/private partnerships, but that does not mean there will not be any in the future.

V. REPORTS AND COMMENTS OF COUNCIL MEMBERS

Mr. Shapiro reported that Mr. Rome left the UConn Board of Trustees in 2001.

Ms. Moran moved and Mr. Shapiro seconded to move Item 4, UConn Innovative Partnership Building Comparative Evaluation, as the next item of business. Motion passed unanimously.

By consensus the Council agreed to make Item 2, Town Council Goal Setting, as the last item of business.

VI. OLD BUSINESS

1. UCONN Landfill, Long-Term Monitoring Report  
Informational material provided.

2. Town Council Goal Setting  
Councilors discussed issues for inclusion in the updated Town Council Goals. Suggested issues were noted by the Assistant Town Manager and will be categorized and returned to the Council for review.

January 27, 2014

3. Storrs Center Update  
Projects were discussed at the January 25, 2014 budget retreat.

VII. NEW BUSINESS

4. UCONN Innovative Partnership Building Comparative Evaluation

Director of Planning and Development Linda Painter reviewed the comments suggested as a response to the evaluation and outlined the approval process. UConn Project Director Paul Ferri addressed members' questions regarding the design of the buildings, concerns raised regarding the proximity of vernal pools, previous traffic concerns, and an unidentified trail.

The Traffic Authority will review the suggested comments at their January 28, 2014 meeting.

Mr. Ryan moved and Ms. Moran seconded to authorize the Mayor to co-endorse a letter to the University regarding the Innovative Partnership Building Comparative Evaluation. The letter shall include the comments identified in the Town Manager's Memo dated January 27, 2014 and any additional comments suggested by the Planning and Zoning Commission.

The motion passed with all in favor except Mr. Kegler and Ms. Wassmundt.

5. Classification – Outreach Social Worker

Ms. Moran, Chair of the Personnel Committee, described the proposed personnel changes to the Human Services Department.

Ms. Moran moved, effective January 27, 2014, to create the classification of Outreach Social Worker and set the pay grade for the position at grade 15, salary range of \$25.57/hr-\$33.21/hr of the Town Administrators pay plan.

Motion passed unanimously.

6. Building Permit Fee for Educational Playcare LLC

Mr. Shapiro moved and Ms. Raymond seconded, effective January 27, 2014, to refer the request from Educational Playcare LLC for a reduction in the building permit fee for its project in Storrs Center to the Finance Committee, to review and to develop a recommendation for Council's consideration.

Motion passed unanimously.

VIII. DEPARTMENTAL AND COMMITTEE REPORTS

No comments were offered.

IX. REPORTS OF COUNCIL COMMITTEES

Ms. Moran reported the Personnel Committee has been working on the newly approved Human Services position and thanked Director Pat Schneider for her input. The Committee has also been reviewing applications for the Town Attorney. Four firms will be interviewed in mid-February. All Council members will be apprised of the time and place of the interviews.

X. PETITIONS, REQUESTS AND COMMUNICATIONS

Mr. Hart noted that the two supplementary items distributed to Council members this evening will be added to the next packet.

XI. FUTURE AGENDA

Ms. Raymond requested new members of the Council be brought up to speed regarding current claims and litigations involving the Town.

Ms. Wassmundt requested a review and discussion of the Town Council Rules of Procedure and Roberts Rules of Order. Specifically Ms. Wassmundt would like to discuss adherence to the agenda, proper acknowledgement of members of the audience, and how Council members can receive outside communications.

January 27, 2014

XII. ADJOURNMENT

Mr. Ryan moved and Mr. Shapiro seconded to adjourn the meeting at 9:55 p.m.  
Motion passed unanimously.

Elizabeth Paterson, Mayor

Mary Stanton, Town Clerk

January 27, 2014

As a critic of the Storrs downtown Partnership and Storrs Center, I have made it clear that it is my belief that the downtown was created for UConn students not for the residents of Mansfield.

According to today's editorial in the Daily Campus the students that it was built for aren't happy with it either, at least for the moment. They describe the layout as dangerous, confusing and a misguided mess.

The editorial goes on to say that the winter weather has made matters even worse.

They also claim that it unfairly spills over into academic and living areas of campus. What!? Mansfield is encroaching on UConn!

I am providing a copy of the editorial.

AT the last council meeting I asked out Town Manager if the town was planning on entering into anymore business partnerships with UConn or private sector businesses. I would like to ask that same question today. Well are we?

Brian Coleman  
Mansfield Center

# Editorial: Traffic and design problems plague Storrs Center development

By Editorial Board

Published: Sunday, January 26, 2014

Updated: Sunday, January 26, 2014 21:00

Though still in the midst of construction, Storrs Center has remained an illogical arena of confusing signage, misleading roads, and disastrous layout. As a result, frustration is common among UConn students in regards to navigation of its roads which have become especially dangerous due to the winter weather conditions.

While Storrs Center has not officially called it a day in terms of its overall completion, it is now arriving on its fourth year of construction. Storrs Center has generated traffic issues as a result of poor planning and numerous complications.

There almost seems to be an overcompensation for parking in the area. Unfortunately, not all of it is as well designed, with a fair amount of the open parking shoehorned into the space behind Buckley residence hall. Having shoved it there, the Storrs Center is almost unfairly spilling into the academic and living areas of campus.

It hides the Daily Campus building behind a wall of apartments and creates a dark roadway between the two. In essence, the parking situation has rather unfairly absorbed a great deal of the property.

Currently, the Storrs Center layout has remained an illogical decision because it has been so long in development. With multiple contractors working on the project, the feel is that of too many cooks in the kitchen, resulting in one large unfinished dish.

Looking at the layout provided by the Storrs Center website, about half of the area has yet to be completed. This has resulted in a very problematic layout of roads. Some seem to lead nowhere and others wind needlessly around a large undeveloped area next to the shopping area, named "Town Square." It can only be assumed that this area is merely the future "Town Square."

Of its delays, one of the most primary is its transportation center. Perhaps it is a good thing that it has yet to be opened, considering it can barely hold its current traffic.

A project that is, as of this writing, quite unfinished, needs to reconsider its overall design before adding on. Without more oversight into this matter, Storrs Center remains a misguided mess for many who visit there and are still puzzled as to its eventual completion.

Hopefully, one day, the students of this university will find more logic involved in the pavement of its roads and the construction of one of its greatest assets.

January 13, 2014

Town Council  
Audrey P. Beck Municipal Building  
Mansfield, CT

Comments

I had the opportunity to attend the December 9, 2013 Town Council meeting when the language of the Definitive Agreement for Water Supply Services between the Town and the Connecticut Water Company (CWC) was introduced to this body and the public. Such little advance notice was provided to the Town Council, Council person Paul Shapiro felt it prudent to express on the record that he could not comment until he had the time to give consideration to the document. Public comments at the time focused on the need for this Council to take more time to obtain more information and given more considered review of the language of this binding contract, that we are told would be in place in perpetuity.

On December 18, 2013, I had the opportunity to attend the Info session provided by CWC in which the public could pose questions to the CEO of CWC, Eric Thornberg, to the Town Manager and to Mr. Thomas Callahan, of the University of Connecticut.

There we learned that the CWC provides at least three types of water delivery services: (1) manages water delivery from sources not its own, (2) delivers water from sources from a distance and (3) provides water by pumping from local aquifers on property of which it has control.

We learned that its service to UCONN is considered one integrated system, in that it will meet contract obligations to UCONN by using both local aquifers and transported water. The language of the Mansfield contract with the CWC does not address the limits to be placed on the CWC, if any, on its use of local aquifers to meet its contractual obligations in its agreement with the Town. Why is this?

The CWC contract with the Town in section 9.7 has an Exclusive Service Area designated, the Town Attorney, Tobey Bruce, could not explain how the Town of Mansfield had the authority to enter into such a contractual term. How could this not be known to him, or the Town Management?

The term "Reasonable Efforts" are defined within the agreement as those which are "commercially reasonable" and that term is not defined. Why not?

Too much too fast too soon. You can have it fast and you can have it cheap but you can't also have it right. We need to slow down to get it right. Town Committees have voiced their concerns, but they have not been listened to, the public has spoken and they have not been listened to, consider what those knowledgeable about contracts have voiced, it takes time to study a contract as Paul Shapiro said. We can not continue to blame the messenger for the news. Those efforts are fruitless and have failed, it is time to do the hard work of determining the need and then the solution. The need for Water for the Town of Mansfield has been ill defined. The CWC told us that the Town Agreement is needed because that is where their revenue sources will come from. This Agreement should meet Town needs not just UCONN.

Sincerely,

Arthur A. Smith



**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *MWH*  
**CC:** Maria Capriola, Assistant Town Manager  
**Date:** February 10, 2014  
**Re:** Affordable Care Act Impact on Mansfield

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**Subject Matter/Background**

Steve May from Milliman, Inc., the Town's employee benefits consultant, will attend Monday's meeting to provide the Town Council with a short presentation on how the Affordable Care Act will impact the Town and our health insurance pool.

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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; Patricia Schneider, Director of Human Services  
**Date:** February 10, 2014  
**Re:** 2014 Social Services Block Grant

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**Subject Matter/Background**

In October 2013, the Town extended its agreement with the State of Connecticut for the US Department of Health and Human Services Social Services Block Grant. In January of 2014, the grantor requested a nine-month contract in the amount of \$2,655.

This grant supports the Department of Social Services in the delivery of services to "vulnerable" individuals with a special emphasis to serve those groups that are less able than others to care for themselves (e.g. special needs children, youth and elderly). "Vulnerable" or "at-risk" individuals are defined as individuals with a wide range of difficulties ranging from economic disadvantages to needing mental health or substance abuse services.

The services or activities that are delivered under this grant apply therapeutic (or remedial) processes to personal, family, situational and occupational problems in order to bring about a positive resolution of the problem, or improved individual or family functioning and circumstances. Problem areas include but are not limited to family and marital relationships, parent-child problems or substance abuse. To determine eligibility for services clients must have reported incomes at or below 150% of the Federal poverty income guidelines, with some exceptions for specific services provided to vulnerable populations.

**Financial impact**

This grant provides a maximum of \$2,655 for the nine-month period proposed by the Department of Human Services. While the State of Connecticut projects that 25 eligible individuals will utilize these services during the grant period, the reality is that well over 100 eligible clients receive these services in Mansfield annually. For that reason, this grant award does not come close to reimbursing the Town for the actual cost of the services delivered, and functions as a small subsidy to General Fund expenditures.

### **Recommendation**

Staff recommends that the Council authorize me as Town Manager to execute the grant documents. While the grant is inadequate to cover the cost of services delivered, it can be thought of as a subsidy to the Department. If we assume that the mission of the Department of Social Services is to serve these "vulnerable" clients, then we would provide these services regardless of funding. This grant provides a minimal level of funding to support the delivery of counseling services to Mansfield's most needy residents.

If the Town Council supports this recommendation, the following resolutions are in order:

*Resolved, effective February 10, 2014, that the Town Manager, Matthew W. Hart, is empowered to enter into and amend contractual instruments in the name and on behalf of this Contractor with the Department of Social Services of the State of Connecticut for a Social Services Block Grant program, and to affix the corporate seal.*

*Resolved, effective February 10, 2014, that the Town Council of Mansfield hereby authorizes the Town Manager, Matthew Hart, to execute and deliver a representation on behalf of the Town of Mansfield that the Town of Mansfield has a policy in place that complies with the nondiscrimination agreements and warranties of the Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended.*

### **Attachments**

- 1) Excerpts from 2014 Social Services Block Grant Contract



Original Contract Number:	078-SBG-31 / 14DSS5001QT
Maximum Contract Value:	\$2,655.00
Contractor Contact Person:	Matthew Hart
DSS Contact - Contract:	Tina McGill
Program:	Lavern Allyn
	Tel: (860) 424-5082
	Tel: (860) 424-5018

**STATE OF CONNECTICUT**  
**PURCHASE OF SERVICE CONTRACT**  
 ("POS", "Contract" and/or "contract")  
 Revised September 2011

The State of Connecticut      DEPARTMENT OF SOCIAL SERVICES

Street: 25 SIGOURNEY STREET

City: HARTFORD      State: CT      Zip: 06106

Tel#: (800) 842-1508      ("Agency" and/or "Department"), hereby enters into a Contract with:

Contractor's Name: TOWN OF MANSFIELD

Street: 4 SOUTH EAGLEVILLE ROAD

City: MANSFIELD      State: CT      Zip: 06268-2599

Tel#: (860) 429-3314      FEIN/SS#: 066002032

("Contractor"), for the provision of services outlined in Part I and for the compliance with Part II. The Agency and the Contractor shall collectively be referred to as "Parties". The Contractor shall comply with the terms and conditions set forth in this Contract as follows:

<b>Contract Term</b>	This Contract is in effect from 01/01/14 through 09/30/14.
<b>Statutory Authority</b>	The Agency is authorized to enter into this Contract pursuant to § 4-8 and 17b-3 of the Connecticut General Statutes ("C.G.S.").
<b>Set-Aside Status</b>	Contractor <input type="checkbox"/> IS or <input checked="" type="checkbox"/> IS NOT a set aside Contractor pursuant to C.G.S. § 4a-60g.
<b>Effective Date</b>	This Contract shall become effective only as of the date of signature by the Agency's authorized official(s) and, where applicable, the date of approval by the Office of the Attorney General ("OAG"). Upon such execution, this Contract shall be deemed effective for the entire term specified above.
<b>Contract Amendment</b>	Part I of this Contract may be amended only by means of a written instrument signed by the Agency, the Contractor, and, if required, the OAG. Part II of this Contract may be amended only in consultation with, and with the approval of, the OAG and the State of Connecticut, Office of Policy and Management ("OPM").

All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (collectively called "Notices") shall be deemed to have been effected at such time as the Notice is hand-delivered, placed in the U.S. mail, first class and postage prepaid, return receipt requested, or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to the Agency: STATE OF CONNECTICUT DEPARTMENT OF SOCIAL SERVICES 25 SIGOURNEY STREET HARTFORD, CT 06106 Attention: Tina McGill	If to the Contractor: TOWN OF MANSFIELD 4 SOUTH EAGLEVILLE ROAD MANSFIELD, CT 06268-2599 Attention: Matthew Hart
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A party may modify the addressee or address for Notices by providing fourteen (14) days' prior written Notice to the other party. No formal amendment is required.

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## PART I – SCOPE OF SERVICES, CONTRACT PERFORMANCE, BUDGET, REPORTS, AND OTHER PROGRAM-SPECIFIC PROVISIONS

The Contractor shall provide the following specific services for the SOCIAL SERVICES BLOCK GRANT (SSBG) PROGRAM and agrees to comply with the terms and conditions set forth as required by the Department, including but not limited to the requirements and measurements for scope of services, contract performance, quality assurance, reports, terms of payment, and budget. No provisions shall be contained in this Part I that negate, supersede, or contradict any provision of Part II. In the event of such inconsistency between Part I and Part II, the provisions of Part II shall control.

### A. FEDERAL REQUIREMENTS:

1. Throughout the term of this contract, the Contractor will ensure that funds made available under this contract will be used to support initiatives designed to assist the clients served as identified in Part I Sections A.3 and 4 of this contract. Documentation of goals and objectives will be included in the required Progress Narrative reports described in Part I, Section H.1 of this contract. The objective of these initiatives shall include but are not limited to:
  - a. Achieving or maintaining economic self-support to prevent, reduce, or eliminate dependency;
  - b. Achieving or maintaining self-sufficiency, including reduction or prevention of dependency;
  - c. Preventing or remedying neglect, abuse, or exploitation of children and adults unable to protect their own interests; or preserving, rehabilitating, or reuniting families;
  - d. Preventing or reducing inappropriate institutional care by providing for community-based care, home-based care, or other forms of less intensive care; and
  - e. Securing referral or admission for institutional care when other forms of care are not appropriate or providing services to individuals in institutions.
2. The Contractor may not use SSBG funds or incur any related costs for services provided under this contract for any of the following:
  - a. The purchase or improvement of land, or the purchase, construction or permanent improvement of any building or other facility;
  - b. The provision of cash payments for costs of subsistence or for the provision of room and board (other than costs of subsistence during rehabilitation, room and board provided for a short term as an integral but subordinate part of a social service, or temporary emergency shelter provided as a protective service);
  - c. The payment of wages for any individual as a social service (other than payment of the wages of welfare recipients employed in the provision of child day care services);
  - d. The provision of medical care (other than family planning services, rehabilitation services, or initial detoxification of an alcoholic or drug dependent individual) unless it is an integral but subordinate part of a social service;

- e. The provision of any social services (except services to an alcoholic or drug dependent individual or rehabilitation services) provided in and by employees of any hospital, skilled nursing facility, intermediate care facility, or prison, to any individual living in such institution;
  - f. The provision of any educational service which the State makes generally available to its residents without cost and without regard to their income;
  - g. The provision of any child day care services unless such services meet applicable standards of State and local child care laws;
  - h. The provision of cash payments as a social service;
  - i. The provision of cash payments for any item or social service (other than an emergency item or service) furnished:
    - i. By an individual or entity during the period when such individual or entity is excluded under Federal law, or
    - ii. At the medical direction or on the prescription of a physician during the period when the physician is excluded under Federal law and when the person furnishing such item or service knew or had reason to know of the exclusion (after a reasonable time period after reasonable notice has been given to the person).
  - j. The provision of support services provided directly by staff of a correctional facility for criminal offenders or ex-offenders.
3. In addition to Part II of this contract, the Contractor certifies that it has taken proper assurances to prohibit the use of Federal funds for Lobbying as detailed below: The State requires that the language of the following certification be included in the award documents for all sub-awards at all tiers including subcontracts, sub-grants, and contracts under sub-recipients, which the Contractor shall certify and disclose accordingly. The Contractor certifies that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the state, to any person for influencing or attempting to influence any officer or employee of any agency, member of Congress, an officer or employee of, or an employee of a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the State shall complete and submit standard Federal form-LLL, "Disclosure Form to Report Lobbying," (obtained from Health and Human Services) in accordance with its instructions.

4. **Block Grant Funding** – It is contemplated that the Department will utilize Federal Block Grant funding for this contract. The Department’s obligation to pay under the terms of the contract is conditioned upon the Legislature approving the block grant plan and funding in accordance with C.G.S. § 4-28b that is consistent with expenditures under this contract.
5. **Funding Identification** – Federal funding has been provided for this contract as follows:

DUNS#	083345884
CFDA (Catalog of Federal Domestic Assistance) Title:	Social Services Block Grant
CFDA Number:	93.667
Award Name:	Social Services Block Grant (SSBG)
Award Year:	2013-14
Research and Design:	√ No
Name of Federal Agency Awarding:	Administration for Children and Families, Department of Health and Human Services

## B. DESCRIPTION OF SERVICES

1. The U.S. Department of Health and Human Services provides funding of the Social Services Block Grant (“SSBG”). SSBG-funded programs are identified by the Catalog of Federal Domestic Assistance number 93.667. Funding from the State’s allotment of the SSBG as provided by the Department to the Contractor will be used in general but not limited to the goals and objectives defined in Part I Section E of this contract.
2. Throughout this contract term, the Contractor will provide the following SSBG services (hereinafter referred to as the “Program”) designed in accordance with the SSBG objectives as uniformly defined and approved by the Federal Department of Health and Human Services **45 CFR Part 96, Appendix A**, as may be amended:
  - a. “**Counseling Services** are those services or activities that apply therapeutic (or remedial) processes to personal, family, situational, or occupational problems in order to bring about a positive resolution of the problem or improved individual or family functioning or circumstances. Problem areas include but are not limited to family and marital relationships, parent-child problems, or substance abuse.”
3. **Target Population**
  - a. The Contractor agrees to provide Program services to “vulnerable” individuals and families with special emphasis to serve those groups which are less able than others to care for themselves (e.g. special needs children, youth and elderly). “Vulnerable” or “at-risk” individuals and families are defined as those which exhibit one or more of the following conditions (not presented in any ranked order):
    - i Economically disadvantaged (unemployed, under-employed, or low-income);
    - ii Physically, mentally, neurological, or developmentally disabled;
    - iii Abused or neglected (e.g. sexual assault victims, abused or exploited children and elderly);
    - iv In need of language translation and culture-based awareness assistance or technical immigration assistance;

- v In need of drug or alcohol services;
  - vi In need of family planning services;
  - vii In need of mental health support services (e.g. distressed families or individuals who may be at risk of institutionalization);
  - viii In need of supportive services to remain in the community;
  - ix In need of shelter assistance.
4. **Number of Individuals Served:** Throughout the term of this contract, the Contractor shall provide Program services to at least 75 unduplicated individuals. The Target Population and the individuals served under this contract will hereinafter be referred to as "clients".
  5. **Income eligibility requirements:** The Contractor will provide Program services to clients who have reported incomes at or below 150% of the Federal poverty income guidelines, except that the following Program services (if applicable to this contract) will use the following income guidelines:
    - i Protective Services for Adults, Protective Services for Children, Independent and Transitional Living, Family Planning, Information and Referral will be provided without regard to income.
    - ii Services to families with children who are eligible for Temporary Assistance to Needy Families (TANF) will be provided to clients who have reported incomes at or below 200% of the federal poverty guidelines.
  6. **Program Coordination:** For Employment and Training services and activities provided under this contract (if applicable), the Contractor will coordinate such Program activities with the local 'One-Stop' system with the priorities and requirements established by the workforce investment systems established by the Regional Workforce Development Board(s) under the Workforce Investment Act of 1998.
  7. Throughout this contract term, the Contractor agrees to provide for clients the following activities to support the Program services as described above in Part I Section A.1 of this contract:
    - a. **Client Services:** Client services may include but are not limited to counseling, crisis intervention, ongoing assessments, goal planning, life-skills training, monitoring and encouraging client progress, assistance with obtaining housing, referrals to additional community support services including treatment or other services. The Contractor may also provide transportation assistance, job readiness training, education, and employment assistance, income management and daily living skills training.
    - b. **Client Assessments:** The Contractor will collect basic information regarding each client through the initial intake process. Such information may include but not be limited to, age, marital status, family size, race, ethnicity, major source of income, housing status, employment status, education history, history of substance abuse, and mental and physical health.
    - c. **Action Plan:** The Action Plan is a mutually agreed upon tool, developed between the Contractor and client as a result of the client intake assessment. The Action Plan shall be used to identify any impediments toward addressing the clients' Program service(s) needs and establish such goals as permanent housing, access to health care, mental health care and addiction services, and information and referral services. The Contractor will review and update the Action Plan at least once every 6 months during the contract period. The Contractor will maintain 'case notes' for each client as an on-going record of client assessments. Referrals to additional social services will occur as result of the client needs' assessments and Action Plan reviews.

- C. **CLIENT-BASED OUTCOMES AND MEASURES:** The Contractor will implement the Program and services described herein to result in the following outcomes on behalf of the clients in the Program. The Department will monitor progress towards achieving outcome results pursuant to these terms and conditions. Outcomes shall be measured in the manner described herein and documented in the programmatic and statistical reports provided by the Contractor and submitted to the Department

**COUNSELING SERVICES**

1. The clients' behavioral health has improved.
  - a. At least 30% of those clients in the Program whose primary treatment need is improved behavioral health will experience such.

**D. PROGRAM ADMINISTRATION**

1. Throughout the term of this contract, the Contractor will staff the Program with the following positions: Director of Human Services, (1) full-time @ 35 hours per week.  
Secretary, (1) full-time @ 35 hours per week.  
Social Worker, 1.5 - (1) full-time @ 35 hours per week and 1 part-time @19 hours per week
2. The Contractor will provide Program services at 4 South Eagleville Road, Storrs, CT. Standard Program hours of operation will be Monday through Wednesday, 8:15 a.m. to 4:30 p.m., Thursday, 8:15 a.m. to 6:30 p.m., and Friday, 8:00 a.m. to 12:00 p.m., during the contract period. Additionally, senior program services are provided at the Mansfield Senior Center at 303 Maple Road, Mansfield CT 06268. Standard program hours are Monday through Friday from 8:30 am to 4:30 pm.
3. The Contractor's administrative office is located at 4 South Eagleville Road, Storrs, CT.
4. The Contractor will convene full Town Council meetings according to its bylaws during the contract period.
5. The Contractor agrees to develop and maintain policies relative to personnel. Said personnel policies shall be maintained at the Contractor's location in the Contractor's files and be made available to the Department as requested by the Department, its representatives and its agents. The Contractor further agrees to submit a copy of its personnel policies to the Department, if requested, within ten days of receipt of such request.

**E. PROGRAM EVALUATION:**

The Contractor agrees to conduct an annual self-assessment. The Contractor's Town Council will annually monitor the SSBG-funded Program to assess goals, progress, and effectiveness and will produce a report with recommendations to the Contractor's staff. This report will be made available to the Department's Program representative at the time of the annual Department on-site review. Clients will participate in the Program's evaluation process by completing the Contractor's service satisfaction surveys. The Contractor will include as summary of such surveys completed in the evaluation report described herein.

**F. QUALITY ASSURANCE COMPLIANCE:**

1. The Contractor agrees to comply with any and all applicable regulations adopted by the Department or other departments pursuant to the services provided under this contract and, as applicable, require that all pertinent subcontractors comply as well.

2. The performance of the Contractor, and any applicable subcontractors, shall be reviewed and evaluated at least annually by Department staff. Such reviews and evaluations may be performed by examination of client records, service logs, other documents and reports, and a meeting(s) with Contractor staff and/or clients and Board members. Site visits will be conducted at funded facilities and program sites administered by the Contractor.

**G. SUBCONTRACTED SERVICES:**

1. In accordance with Part II, Subcontracts (Section C.9), the Contractor shall enter into a subcontract with the service providers whose identity, services to be rendered and costs shall be specified below:

Subcontracting Organization	Address	Description of Services	Performance Period	Payment Terms/ Total Value

2.
  - a. Absent compliance with subsection 1 above, in accordance with Part II, Subcontracts (Section C.9), if following the execution and approval of this contract, the Contractor has identified subcontractors for which it would like to retain, then the Contractor may propose the use of subcontractors not specified herein. The Contractor must request and obtain prior written approval from the Department before finalizing any subcontract arrangement.
  - b. Each request to approve a subcontract arrangement must: (1) identify the name and business address of the proposed subcontract; (2) describe the services to be performed by the subcontractor; (3) identify the performance period, the payment terms and total value of the subcontract; and (4) provide assurances to the Department that the proposed subcontract contains the terms specified in subsection 3 below.
3. Each and any subcontract must contain terms that shall require the subcontractor to adhere to the requirements of Part II, including but not limited to:
  - a. Client-Related Safeguards (Section B);
  - b. Contractor Obligations (Section C) – related to the following topics:
    - Federal Funds,
    - Audit Requirements,
    - Related Party Transactions,
    - Suspension or Debarment,
    - Independent Capacity of Contractor,
    - Indemnification [of the State],
    - Insurance,
    - Compliance with Law and Policy, Facilities Standards and Licensing,
    - Representations and Warranties,
    - Record Keeping and Access,
    - Protection of Personal Data,
    - Litigation, and
    - Sovereign Immunity;

- Changes To The Contract, Termination, Cancellation and Expiration (Section D) – specifically Contractor Changes and Assignment; and
  - Statutory and Regulatory Compliance (Section E).
4. The Contractor agrees to be responsible to the Department for the performance of any subcontractor. The establishment of a subcontractor relationship shall not relieve the Contractor of any responsibility or liability under this contract. The Contractor shall bear full responsibility, without recourse to the Department for their performance.
  5. The Contractor shall retain the Department's written approval and each subcontract in the contract file.
  6. Absent compliance with this section, no Contractor Party expense related to the use of a subcontractor will be paid or reimbursed by the Department unless the Department, in its sole discretion, waives compliance with the requirements of this section. In order to be effective, any waiver of the requirements of this section must be in writing and signed by the Agency Head or such other Department employee appointed by the Agency Head pursuant to Section 4 – 8 of the Connecticut General Statutes. The Department, in its discretion, may limit or condition any waiver of these requirements as it deems appropriate, including, for example, by limiting the dollar amount or any waiver, requiring proof that the subcontractor provided services under the contract, by requiring that any federal requirements under any federal grant program are satisfied, and/or requiring proof that the Contractor utilize the funds paid under the contract to promptly pay the subcontractor for services rendered.

#### H. PROGRAMMATIC/STATISTICAL REPORTING:

1. The Contractor will submit to the Department completed quarterly statistical reports in a format and on a schedule to be determined by the Department.
2. The Contractor will submit such required Program reports to the Department's Program representative located at the Office of Community Services, Department of Social Services, 25 Sigourney Street, Hartford, CT 06106.

#### I. FINANCIAL REPORTING:

1. The Contractor will submit to the Department quarterly fiscal reports on **DSS-304** and **DSS-305** forms within 30 days following the end of each quarterly period. The final fiscal report is due within 60 days following the end of the entire contract period.
2. The Contractor will submit such required financial reports to the Department's Program representative located at the Office of Community Services, Department of Social Services, 25 Sigourney Street, Hartford, CT 06106.
3. **Interest:** Any interest earned by the Contractor as a result of payments authorized by the Department shall be reported to the Department by the Contractor on the next Quarterly Financial Report submitted after that interest income is earned. The Contractor agrees to follow the Department's direction as to the disposition of such interest income.

**J. BUDGET AND PAYMENT PROVISIONS:**

1. The Department agrees to pay for the services provided and as described under this contract at an amount not to exceed \$2,655.00 for the contract period **January 1, 2014 through September 30, 2014**.
2. The Contractor agrees to utilize Department funds in accordance with the budget included herein.
3. The Contractor will submit written requests for payment on a quarterly basis on a DSS W-1270 Form to the Department's Program representative located at the Office of Community Services, Department of Social Services, 25 Sigourney Street, Hartford, CT 06106. Requests for payment will be honored and funds released based on submission by the Contractor, with review and acceptance by the Department, of quarterly financial reports; the availability of funds; and the Contractor's satisfactory compliance with the terms of the contract.
4. When the Department's review of any financial report or on-site examination of the Contractor's financial records indicate that under expenditure or under utilization of contract funds is likely to occur by the end of the contract year, the Department may, with advance notice to the Contractor, alter the payment schedule for the balance of the contract period.
5. **Surplus/Excess Payments:** In the event the Department has advanced funds to the Contractor or overpaid the Contractor, the Contractor shall at the end of the contract period, or earlier if the contract is terminated, return to the Department in full any unexpended funds within 30 days; or such unexpended funds may, at the discretion of the Commissioner of the Department, be carried over and used as part of a new contract period if a new similar contract is executed.

**K. BUDGET VARIANCE**

1. The Contractor may transfer funds from one category to another (except for equipment) in the agreed upon and approved budget for a single component without prior notification to the Department under the following conditions:
  - a. The amount by which a single category except for salaries or wages may be increased may not exceed 20% of the approved amount. This applies only to category amounts in the formally approved budget and subsequently approved budget revisions. Budget flexibility is to be applied to each component separately and is not to be computed on the composite budget items;
  - b. The Contractor may vary an individual salary or wage by no more than 15% of the approved amount;
  - c. The number of people or the percentage of time charged to a job classification may be increased, provided this does not exceed the flexibility cited above; and/or
  - d. The Contractor may not make any transfer under this procedure which involves any of the categories or kinds of expenditures specifically listed below.

All such transfers shall be reflected on the next submitted financial report.

2. The Department requires the following changes in approved program budgets to have prior written Department approval by a formal budget revision:
  - a. The purchase of an item of equipment not approved in the original budget;
  - b. A transfer which involves an increase of an approved category amount by more than 20%;
  - c. A transfer which involves an increase in salary or wages by more than 15%;
  - d. Any increase in compensation for services under a third party contract;
  - e. Any transfer of funds from one component to another; and/or
  - f. Any transfer of budgeted program income or food reimbursement.

The Department will respond to a properly executed request within 45 calendar days of receipt.

3. No budget revisions proposed by the Contractor may be submitted later than 45 calendar days before the contract has ended, except that the Department may entertain, at any time, a budget revision for the purpose of increasing funds for the audit of the program. The final financial report will show all category overruns. Costs incurred after the end of the budget period shall be disallowed except where the Department has expressly approved in writing and in advance.

**L. PROCEDURE FOR TERMINATION.** In addition to the provisions in Part II of this contract, upon delivery to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective the Contractor shall:

1. Stop work under the contract on the date and to the extent specified in the Notice of Termination.
2. If the Department so directs, terminate all subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination or assign to the Department in the manner and to the extent directed by the Department all of the right, title, and interest of the Contractor under the subcontracts not so terminated, in which case the Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such subcontracts.
3. Complete the performance of the work that has not been terminated by the Notice of Termination.
4. Be entitled to payment for services rendered through the effective date of termination.

**M. MISCELLANEOUS PROVISIONS**

1. **Audit Exceptions.** In addition to and not in any way in limitation of the obligation of the agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any State or Federal audit exceptions and shall return to the Department all payments made under the agreement to which exception has been taken or which have been disallowed because of such an exception.
2. **Severability.** If any provision of this contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of this contract shall be enforced to the fullest extent permitted by law.

3. **Transport of Clients:** In the event that the Contractor or any of its employees or subcontractors shall, for any reason, transport a client of DSS, the Contractor hereby agrees to the following:
  - a. The contractor shall require that its employees, subcontracted transportation providers, drivers, and vehicles meet licensure or certification requirements established by the State of Connecticut Department of Transportation (DOT) and the State of Connecticut Department of Motor Vehicles (DMV) that transport, or have the potential to transport, clients.
  - b. All vehicles utilized shall be appropriately licensed, certified, permitted, and insured.

## PART II. TERMS AND CONDITIONS

The Contractor shall comply with the following terms and conditions.

- A. **Definitions.** Unless otherwise indicated, the following terms shall have the following corresponding definitions:
1. **"Bid"** shall mean a bid submitted in response to a solicitation.
  2. **"Breach"** shall mean a party's failure to perform some contracted-for or agreed-upon act, or his failure to comply with a duty imposed by law which is owed to another or to society.
  3. **"Cancellation"** shall mean an end to the Contract affected pursuant to a right which the Contract creates due to a Breach.
  4. **"Claims"** shall mean all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
  5. **"Client"** shall mean a recipient of the Contractor's Services.
  6. **"Contract"** shall mean this agreement, as of its effective date, between the Contractor and the State for Services.
  7. **"Contractor Parties"** shall mean a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract (e.g. subcontractor) and the Contractor intends for such other person or entity to perform under the Contract in any capacity. For the purpose of this Contract, vendors of support services, not otherwise known as human service providers or educators, shall not be considered subcontractors, e.g. lawn care, unless such activity is considered part of a training, vocational or educational program.
  8. **"Data"** shall mean all results, technical information and materials developed and/or obtained in the performance of the Services hereunder, including but not limited to all reports, survey and evaluation tools, surveys and evaluations, plans, charts, recordings (video and/or sound), pictures, curricula, electronically prepared presentations, public awareness or prevention campaign materials, drawings, analyses, graphic representations, computer programs and printouts, notes and memoranda, and documents, whether finished or unfinished, which result from or are prepared in connection with the Services performed hereunder.
  9. **"Day"** shall mean all calendar days, other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
  10. **"Expiration"** shall mean an end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract's term being completed.
  11. **"Force Majeure"** shall mean events that materially affect the Services or the time schedule within which to perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.

12. **"Personal Information"** shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Personal Information shall also include any information regarding clients that the Department classifies as "confidential" or "restricted." Personal Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
13. **"Personal Information Breach"** shall mean an instance where an unauthorized person or entity accesses Personal Information in any manner, including but not limited to the following occurrences: (1) any Personal Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Personal Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Personal Information together with the confidential process or key that is capable of compromising the integrity of the Personal Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
14. **"Records"** shall mean all working papers and such other information and materials as may have been accumulated and/or produced by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
15. **"Services"** shall mean the performance of Services as stated in Part I of this Contract.
16. **"State"** shall mean the State of Connecticut, including any agency, office, department, board, council, commission, institution or other executive branch agency of State Government.
17. **"Termination"** shall mean an end to the Contract affected pursuant to a right which the Contract creates, other than for a Breach.

## **B. Client-Related Safeguards.**

### **1. Inspection of Work Performed.**

- (a) The Agency or its authorized representative shall at all times have the right to enter into the Contractor or Contractor Parties' premises, or such other places where duties under the Contract are being performed, to inspect, to monitor or to evaluate the work being performed in accordance with Conn. Gen. Stat. § 4e-29 to ensure compliance with this Contract. The Contractor and all subcontractors must provide all reasonable facilities and assistance to Agency representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. The Contractor shall disclose information on clients, applicants and their families as requested unless otherwise prohibited by federal or state law. Written evaluations pursuant to this Section shall be made available to the Contractor.
- (b) The Contractor must incorporate this section verbatim into any Contract it enters into with any subcontractor providing services under this Contract.

2. **Safeguarding Client Information.** The Agency and the Contractor shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Contract with all applicable federal and state law concerning confidentiality and as may be further provided under the Contract.
3. **Reporting of Client Abuse or Neglect.** The Contractor shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 103, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with mental retardation); and C.G.S. § 17b-407 (relative to elderly persons).
4. **Background Checks.** The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Public Safety Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

C. **Contractor Obligations.**

1. **Cost Standards.** The Contractor and funding state Agency shall comply with the Cost Standards issued by OPM, as may be amended from time to time. The Cost Standards are published by OPM on the Web at [http://ct.gov/opm/fin/cost\\_standards](http://ct.gov/opm/fin/cost_standards).
2. **Credits and Rights in Data.** Unless expressly waived in writing by the Agency, all Records and publications intended for public distribution during or resulting from the performances of this Contract shall include a statement acknowledging the financial support of the State and the Agency and, where applicable, the federal government. All such publications shall be released in conformance with applicable federal and state law and all regulations regarding confidentiality. Any liability arising from such a release by the Contractor shall be the sole responsibility of the Contractor and the Contractor shall indemnify and hold harmless the Agency, unless the Agency or its agents co-authored said publication and said release is done with the prior written approval of the Agency Head. All publications shall contain the following statement: "This publication does not express the views of the [insert Agency name] or the State of Connecticut. The views and opinions expressed are those of the authors." Neither the Contractor nor any of its agents shall copyright Data and information obtained under this Contract, unless expressly previously authorized in writing by the Agency. The Agency shall have the right to publish, duplicate, use and disclose all such Data in any manner, and may authorize others to do so. The Agency may copyright any Data without prior Notice to the Contractor. The Contractor does not assume any responsibility for the use, publication or disclosure solely by the Agency of such Data.
3. **Organizational Information, Conflict of Interest, IRS Form 990.** During the term of this Contract and for the one hundred eighty (180) days following its date of Termination and/or Cancellation, the Contractor shall upon the Agency's request provide copies of the following documents within ten (10) Days after receipt of the request:
  - (a) its most recent IRS Form 990 submitted to the Internal Revenue Service, and
  - (b) its most recent Annual Report filed with the Connecticut Secretary of the State's Office or such other information that the Agency deems appropriate with respect to the organization and affiliation of the Contractor and related entities.

This provision shall continue to be binding upon the Contractor for one hundred and eighty (180) Days following the termination or cancellation of the Contract.

#### 4. Federal Funds.

- (a) The Contractor shall comply with requirements relating to the receipt or use of federal funds. The Agency shall specify all such requirements in Part I of this Contract.
- (b) The Contractor acknowledges that the Agency has established a policy, as mandated by section 6032 of the Deficit Reduction Act (DRA) of 2005, P.L. 109-171, that provides detailed information about the Federal False Claims Act, 31 U.S.C. §§ 3729-3733, and other laws supporting the detection and prevention of fraud and abuse.
  - (1) Contractor acknowledges that it has received a copy of said policy and shall comply with its terms, as amended, and with all applicable state and federal laws, regulations and rules. Contractor shall provide said policy to subcontractors and shall require compliance with the terms of the policy. Failure to abide by the terms of the policy, as determined by the Agency, shall constitute a Breach of this Contract and may result in cancellation or termination of this Contract.
  - (2) This section applies if, under this Contract, the Contractor or Contractor Parties furnishes, or otherwise authorizes the furnishing of health care items or services, performs billing or coding functions, or is involved in monitoring of health care provided by the Agency.
- (c) Contractor represents that it is not excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs.
- (d) Contractor shall not, for purposes of performing the Contract with the Agency, knowingly employ or contract with, with or without compensation: (A) any individual or entity listed by a federal agency as excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs; or (B) any person or entity who is excluded from contracting with the State of Connecticut or the federal government (as reflected in the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, Department of Health and Human Services, Office of Inspector General (HHS/OIG) Excluded Parties list and the Office of Foreign Assets Control (OFAC) list of Specially Designated Nationals and Blocked Persons List). Contractor shall immediately notify the Agency should it become subject to an investigation or inquiry involving items or services reimbursable under a federal health care program or be listed as ineligible for participation in or to perform Services in connection with such program. The Agency may cancel or terminate this Contract immediately if at any point the Contractor, subcontractor or any of their employees are sanctioned, suspended, excluded from or otherwise become ineligible to participate in federal health care programs.

#### 5. Audit Requirements.

- (a) The State Auditors of Public Accounts shall have access to all Records for the fiscal year(s) in which the award was made. The Contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The Contractor shall comply with federal and state single audit standards as applicable.

- (b) The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State, including, but not limited to, the Agency, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to the requested date. All audits and inspections shall be at the requester's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years after Termination, Cancellation or Expiration of the Contract. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
  - (c) For purposes of this subsection as it relates to State grants, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in C.G.S. § 4-230.
  - (d) The Contractor must incorporate this section verbatim into any Contract it enters into with any subcontractor providing services under this Contract.
6. **Related Party Transactions.** The Contractor shall report all related party transactions, as defined in this section, to the Agency on an annual basis in the appropriate fiscal report as specified in Part I of this Contract. "Related party" means a person or organization related through marriage, ability to control, ownership, family or business association. Past exercise of influence or control need not be shown, only the potential or ability to directly or indirectly exercise influence or control. "Related party transactions" between a Contractor or Contractor Party and a related party include, but are not limited to:
- (a) Real estate sales or leases;
  - (b) leases for equipment, vehicles or household furnishings;
  - (c) Mortgages, loans and working capital loans; and
  - (d) Contracts for management, consultant and professional services as well as for materials, supplies and other services purchased by the Contractor or Contractor Party.
7. **Suspension or Debarment.** In addition to the representations and requirements set forth in Section D.4:
- (a) The Contractor certifies for itself and Contractor Parties involved in the administration of federal or state funds that they:
    - (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any governmental agency (federal, state or local);
    - (2) within a three year period preceding the effective date of this Contract, have not been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
    - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the above offenses; and
    - (4) Have not within a three year period preceding the effective date of this Contract had one or more public transactions terminated for cause or fault.
  - (b) Any change in the above status shall be immediately reported to the Agency.

8. **Liaison.** Each Party shall designate a liaison to facilitate a cooperative working relationship between the Contractor and the Agency in the performance and administration of this Contract.
9. **Subcontracts.** Each Contractor Party's identity, services to be rendered and costs shall be detailed in Part I of this Contract. Absent compliance with this requirement, no Contractor Party may be used or expense paid under this Contract unless expressly otherwise provided in Part I of this Contract. No Contractor Party shall acquire any direct right of payment from the Agency by virtue of this section or any other section of this Contract. The use of Contractor Parties shall not relieve the Contractor of any responsibility or liability under this Contract. The Contractor shall make available copies of all subcontracts to the Agency upon request.
10. **Independent Capacity of Contractor.** The Contractor and Contractor Parties shall act in an independent capacity and not as officers or employees of the state of Connecticut or of the Agency.
11. **Indemnification.**
  - (a) The Contractor shall indemnify, defend and hold harmless the state of Connecticut and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all:
    - (1) claims arising directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively the "Acts") of the Contractor or Contractor Parties; and
    - (2) liabilities, damages, losses, costs and expenses, including but not limited to attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its indemnification and hold-harmless obligations under this Contract. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the bid or any records, and intellectual property rights, other propriety rights of any person or entity, copyrighted or uncopied compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of the Contract.
  - (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
  - (c) The Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
  - (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any sections survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the Agency.
  - (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
  - (f) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

12. **Insurance.** Before commencing performance, the Agency may require the Contractor to obtain and maintain specified insurance coverage. In the absence of specific Agency requirements, the Contractor shall obtain and maintain the following insurance coverage at its own cost and expense for the duration of the Contract:
- (a) Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the services to be performed under this Contract or the general aggregate limit shall be twice the occurrence limit;
  - (b) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract then automobile coverage is not required.
  - (c) Professional Liability. \$1,000,000 limit of liability, if applicable; and/or
  - (d) Workers' Compensation and Employers Liability. Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

13. **Choice of Law/Choice of Forum, Settlement of Disputes, Claims Against the State.**

- (a) The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
- (b) Any dispute concerning the interpretation or application of this Contract shall be decided by the Agency Head or his/her designee whose decision shall be final, subject to any rights the Contractor may have pursuant to state law. In appealing a dispute to the Agency Head pursuant to this section, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final resolution of a dispute, the Contractor and the Agency shall proceed diligently with the performance of the Contract.
- (c) The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Contract shall be in accordance with Title 4, Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings, except as authorized by that Chapter, in any state or federal court in addition to or in lieu of said Chapter 53 proceedings.

14. **Compliance with Law and Policy, Facility Standards and Licensing.** Contractor shall comply with all:
- (a) pertinent local, state and federal laws and regulations as well as Agency policies and procedures applicable to contractor's programs as specified in this Contract. The Agency shall notify the Contractor of any applicable new or revised laws, regulations, policies or procedures which the Agency has responsibility to promulgate or enforce; and
  - (b) applicable local, state and federal licensing, zoning, building, health, fire and safety regulations or ordinances, as well as standards and criteria of pertinent state and federal authorities. Unless otherwise provided by law, the Contractor is not relieved of compliance while formally contesting the authority to require such standards, regulations, statutes, ordinance or criteria.
15. **Representations and Warranties.** Contractor shall:
- (a) perform fully under the Contract;
  - (b) pay for and/or secure all permits, licenses and fees and give all required or appropriate notices with respect to the provision of Services as described in Part I of this Contract; and
  - (c) adhere to all contractual sections ensuring the confidentiality of all Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law.
16. **Reports.** The Contractor shall provide the Agency with such statistical, financial and programmatic information necessary to monitor and evaluate compliance with the Contract. All requests for such information shall comply with all applicable state and federal confidentiality laws. The Contractor shall provide the Agency with such reports as the Agency requests as required by this Contract.
17. **Delinquent Reports.** The Contractor shall submit required reports by the designated due dates as identified in this Contract. After notice to the Contractor and an opportunity for a meeting with an Agency representative, the Agency reserves the right to withhold payments for services performed under this Contract if the Agency has not received acceptable progress reports, expenditure reports, refunds, and/or audits as required by this Contract or previous contracts for similar or equivalent services the Contractor has entered into with the Agency. This section shall survive any Termination of the Contract or the Expiration of its term.
18. **Record Keeping and Access.** The Contractor shall maintain books, Records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Contract. These Records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the State or, where applicable, federal agencies. The Contractor shall retain all such Records concerning this Contract for a period of three (3) years after the completion and submission to the State of the Contractor's annual financial audit.
19. **Protection of Personal Information.**
- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Personal Information Breach any and all Personal Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.  
<http://www.ct.gov/doit/cwp/view.asp?a=1245&q=253968>  
<http://www.ct.gov/doit/cwp/view.asp?a=1245&q=253968>

- (b) Each Contractor or Contractor Party shall implement and maintain a comprehensive data security program for the protection of Personal Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Personal Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Personal Information. Such data-security program shall include, but not be limited to, the following:
- (1) A security policy for employees related to the storage, access and transportation of data containing Personal Information;
  - (2) Reasonable restrictions on access to records containing Personal Information, including access to any locked storage where such records are kept;
  - (3) A process for reviewing policies and security measures at least annually;
  - (4) Creating secure access controls to Personal Information, including but not limited to passwords; and
  - (5) Encrypting of Personal Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Personal Information which Contractor or Contractor Parties possess or control has been subject to a Personal Information Breach. If a Personal Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Personal Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Personal Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Personal Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.
20. **Workforce Analysis.** The Contractor shall provide a workforce Analysis Affirmative Action report related to employment practices and procedures.
21. **Litigation.**
- (a) The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

- (b) The Contractor shall provide written Notice to the Agency of any final decision by any tribunal or state or federal agency or court which is adverse to the Contractor or which results in a settlement, compromise or claim or agreement of any kind for any action or proceeding brought against the Contractor or its employee or agent under the Americans with Disabilities Act of 1990 as revised or amended from time to time, Executive Orders Nos. 3 & 17 of Governor Thomas J. Meskill and any other requirements of federal or state law concerning equal employment opportunities or nondiscriminatory practices.

22. **Sovereign Immunity.** The Contractor and Contractor Parties acknowledge and agree that nothing in the Contract, or the solicitation leading up to the Contract, shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

**D. Changes to the Contract, Termination, Cancellation and Expiration.**

**1. Contract Amendment.**

- (a) No amendment to or modification or other alteration of this Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the OAG.
- (b) The Agency may amend this Contract to reduce the contracted amount of compensation if:
- (1) the total amount budgeted by the State for the operation of the Agency or Services provided under the program is reduced or made unavailable in any way; or
  - (2) federal funding reduction results in reallocation of funds within the Agency.
- (c) If the Agency decides to reduce the compensation, the Agency shall send written Notice to the Contractor. Within twenty (20) Days of the Contractor's receipt of the Notice, the Contractor and the Agency shall negotiate the implementation of the reduction of compensation unless the parties mutually agree that such negotiations would be futile. If the parties fail to negotiate an implementation schedule, then the Agency may terminate the Contract effective no earlier than sixty (60) Days from the date that the Contractor receives written notification of Termination and the date that work under this Contract shall cease.

**2. Contractor Changes and Assignment.**

- (a) The Contractor shall notify the Agency in writing:
- (1) at least ninety (90) days prior to the effective date of any fundamental changes in the Contractor's corporate status, including merger, acquisition, transfer of assets, and any change in fiduciary responsibility;
  - (2) no later than ten (10) days from the effective date of any change in:
    - (A) its certificate of incorporation or other organizational document;
    - (B) more than a controlling interest in the ownership of the Contractor; or
    - (C) the individual(s) in charge of the performance.

- (b) No such change shall relieve the Contractor of any responsibility for the accuracy and completeness of the performance. The Agency, after receiving written Notice from the Contractor of any such change, may require such contracts, releases and other instruments evidencing, to the Agency's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that allowance has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the Agency in accordance with the terms of the Agency's written request. The Agency may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to perform under the Contract until performance is fully completed.
- (c) Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the Agency.
  - (1) The Contractor shall comply with requests for documentation deemed to be appropriate by the Agency in considering whether to consent to such assignment.
  - (2) The Agency shall notify the Contractor of its decision no later than forty-five (45) Days from the date the Agency receives all requested documentation.
  - (3) The Agency may void any assignment made without the Agency's consent and deem such assignment to be in violation of this Section and to be in Breach of the Contract. Any cancellation of this Contract by the Agency for a Breach shall be without prejudice to the Agency's or the State's rights or possible claims against the Contractor.

### 3. Breach.

- (a) If either party Breaches this Contract in any respect, the non-breaching party shall provide written notice of the Breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) Days from the date that the breaching party receives the notice. In the case of a Contractor Breach, the Agency may modify the ten (10) day cure period in the notice of Breach. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure, but the nature of the Breach is such that it cannot be cured within the right to cure period. The Notice may include an effective Contract cancellation date if the Breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the cancellation date, no further action shall be required of any party to effect the cancellation as of the stated date. If the notice does not set forth an effective Contract cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written Notice after the expiration of the cure period.
- (b) If the Agency believes that the Contractor has not performed according to the Contract, the Agency may:
  - (1) withhold payment in whole or in part pending resolution of the performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the budget;
  - (2) temporarily discontinue all or part of the Services to be provided under the Contract;
  - (3) permanently discontinue part of the Services to be provided under the Contract;

- (4) assign appropriate State personnel to provide contracted for Services to assure continued performance under the Contract until such time as the contractual Breach has been corrected to the satisfaction of the Agency;
  - (5) require that contract funding be used to enter into a subcontract with a person or persons designated by the Agency in order to bring the program into contractual compliance;
  - (6) take such other actions of any nature whatsoever as may be deemed appropriate for the best interests of the State or the program(s) provided under this Contract or both; or
  - (7) any combination of the above actions.
- (c) The Contractor shall return all unexpended funds to the Agency no later than thirty (30) calendar days after the Contractor receives a demand from the Agency.
  - (d) In addition to the rights and remedies granted to the Agency by this Contract, the Agency shall have all other rights and remedies granted to it by law in the event of Breach of or default by the Contractor under the terms of this Contract.
  - (e) The action of the Agency shall be considered final. If at any step in this process the Contractor fails to comply with the procedure and, as applicable, the mutually agreed plan of correction, the Agency may proceed with Breach remedies as listed under this section.
4. **Non-enforcement Not to Constitute Waiver.** No waiver of any Breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A party's failure to insist on strict performance of any section of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.
5. **Suspension.** If the Agency determines in its sole discretion that the health and welfare of the Clients or public safety is being adversely affected, the Agency may immediately suspend in whole or in part the Contract without prior notice and take any action that it deems to be necessary or appropriate for the benefit of the Clients. The Agency shall notify the Contractor of the specific reasons for taking such action in writing within five (5) Days of immediate suspension. Within five (5) Days of receipt of this notice, the Contractor may request in writing a meeting with the Agency Head or designee. Any such meeting shall be held within five (5) Days of the written request, or such later time as is mutually agreeable to the parties. At the meeting, the Contractor shall be given an opportunity to present information on why the Agency's actions should be reversed or modified. Within five (5) Days of such meeting, the Agency shall notify the Contractor in writing of his/her decision upholding, reversing or modifying the action of the Agency head or designee. This action of the Agency head or designee shall be considered final.
6. **Ending the Contractual Relationship.**
- (a) This Contract shall remain in full force and effect for the duration of its entire term or until such time as it is terminated earlier by either party or cancelled. Either party may terminate this contract by providing at least sixty (60) days prior written notice pursuant to the Notice requirements of this Contract.
  - (b) The Agency may immediately terminate the Contract in whole or in part whenever the Agency makes a determination that such termination is in the best interest of the State. Notwithstanding Section D.2, the Agency may immediately terminate or cancel this Contract in the event that the Contractor or any subcontractors becomes financially unstable to the point of threatening its ability to conduct the services required under this Contract, ceases to conduct business in the normal course, makes a

general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets.

- (c) The Agency shall notify the Contractor in writing of Termination pursuant to subsection (b) above, which shall specify the effective date of termination and the extent to which the Contractor must complete or immediately cease performance. Such Notice of Termination shall be sent in accordance with the Notice provision contained on page 1 of this Contract. Upon receiving the Notice from the Agency, the Contractor shall immediately discontinue all Services affected in accordance with the Notice, undertake all reasonable and necessary efforts to mitigate any losses or damages, and deliver to the Agency all Records as defined in Section A.14, unless otherwise instructed by the Agency in writing, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection of Clients and preservation of any and all property. Such Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the specified records whichever is less. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to ASCII or .TXT.
- (d) The Agency may terminate the Contract at any time without prior notice when the funding for the Contract is no longer available.
- (e) The Contractor shall deliver to the Agency any deposits, prior payment, advance payment or down payment if the Contract is terminated by either party or cancelled within thirty (30) days after receiving demand from the Agency. The Contractor shall return to the Agency any funds not expended in accordance with the terms and conditions of the Contract and, if the Contractor fails to do so upon demand, the Agency may recoup said funds from any future payments owing under this Contract or any other contract between the State and the Contractor. Allowable costs, as detailed in audit findings, incurred until the date of termination or cancellation for operation or transition of program(s) under this Contract shall not be subject to recoupment.

#### 7. Transition after Termination or Expiration of Contract.

- (a) If this Contract is terminated for any reason, cancelled or it expires in accordance with its term, the Contractor shall do and perform all things which the Agency determines to be necessary or appropriate to assist in the orderly transfer of Clients served under this Contract and shall assist in the orderly cessation of Services it performs under this Contract. In order to complete such transfer and wind down the performance, and only to the extent necessary or appropriate, if such activities are expected to take place beyond the stated end of the Contract term then the Contract shall be deemed to have been automatically extended by the mutual consent of the parties prior to its expiration without any affirmative act of either party, including executing an amendment to the Contract to extend the term, but only until the transfer and winding down are complete.
- (b) If this Contract is terminated, cancelled or not renewed, the Contractor shall return to the Agency any equipment, deposits or down payments made or purchased with start-up funds or other funds specifically designated for such purpose under this Contract in accordance with the written instructions from the Agency in accordance with the Notice provision of this Contract. Written instructions shall include, but not be limited to, a description of the equipment to be returned, where the equipment shall be returned to and who is responsible to pay for the delivery/shipping costs. Unless the Agency specifies a shorter time frame in the letter of instructions, the Contractor shall affect the returns to the Agency no later than sixty (60) days from the date that the Contractor receives Notice.

#### E. Statutory and Regulatory Compliance.

## 1. Health Insurance Portability and Accountability Act of 1996.

- (a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor and the Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423)<sup>1</sup>, and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, D and E (collectively referred to herein as the "HIPAA Standards").
- (f) Definitions
  - (1) "Breach" shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include an use or disclosure of PHI that violates the HIPAA Standards.
  - (2) "Business Associate" shall mean the Contractor.
  - (3) "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
  - (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
  - (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
  - (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
  - (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
  - (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or received by the

Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.

- (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
  - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
  - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
  - (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
  - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
  - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
  - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. 164.402.
- (g) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
  - (2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA standards.
  - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
  - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
  - (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
  - (6) Business Associate agrees, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the business associate, agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;
  - (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered

Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.

- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards..
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate
  - (A) restrict disclosures of PHI;
  - (B) provide an accounting of disclosures of the individual's PHI;
  - (C) provide a copy of the individual's PHI in an electronic health record; or
  - (D) amend PHI in the individual's designated record set,
 the Business Associate agrees to notify the Covered Entity, in writing, within five business days of the request.
- (15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without

- (A) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and
  - (B) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach.
- (A) The Business Associate agrees that; following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
  - (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. . A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
  - (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
    1. A description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
    2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
    3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the breach.
    4. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
    5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. 164.412 would impede a criminal investigation or cause damage to national security and; if so, contact information for said official.

- (D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive of (g) (16) (C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within 20 business days of the Business Associate's notification to the Covered Entity.
  - (E) If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.
  - (F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
  - (G) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (h) Permitted Uses and Disclosure by Business Associate.
- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
  - (2) Specific Use and Disclosure Provisions
    - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
    - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
    - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (i) Obligations of Covered Entity.

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
  - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
  - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (j) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (k) Term and Termination.
- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
  - (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
    - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
    - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
    - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
  - (3) Effect of Termination.
    - (A) Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(l) Miscellaneous Sections.

- (1) **Regulatory References.** A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
  - (2) **Amendment.** The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
  - (3) **Survival.** The respective rights and obligations of Business Associate shall survive the termination of this Contract.
  - (4) **Effect on Contract.** Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
  - (5) **Construction.** This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
  - (6) **Disclaimer.** Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
  - (7) **Indemnification.** The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, and the HIPAA Standards.
2. **Americans with Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 (<http://www.ada.gov/>) as amended from time to time ("Act") to the extent applicable, during the term of the Contract. The Agency may cancel or terminate this Contract if the Contractor fails to comply with the Act. The Contractor represents that it is familiar with the terms of this

Act and that it is in compliance with the law. The Contractor warrants that it shall hold the State harmless from any liability which may be imposed upon the state as a result of any failure of the Contractor to be in compliance with this Act. As applicable, the Contractor shall comply with section 504 of the Federal Rehabilitation Act of 1973, as amended from time to time, 29 U.S.C. § 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

3. **Utilization of Minority Business Enterprises.** The Contractor shall perform under this Contract in accordance with 45 C.F.R. Part 74; and, as applicable, C.G.S. §§ 4a-60 to 4a-60a and 4a-60g to carry out this policy in the award of any subcontracts.
4. **Priority Hiring.** Subject to the Contractor's exclusive right to determine the qualifications for all employment positions, the Contractor shall give priority to hiring welfare recipients who are subject to time-limited welfare and must find employment. The Contractor and the Agency shall work cooperatively to determine the number and types of positions to which this Section shall apply.
5. **Non-discrimination.**

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

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "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.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- (8) "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;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor 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) The Contractor agrees and warrants that in the performance of the Contract such Contractor 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 such Contractor 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 the Contractor 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 the Contractor that such disability prevents performance of the work involved;
  - (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;
  - (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  - (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
  - (5) the Contractor 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 the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract 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. The Contractor shall take such action with respect to any

such subcontract 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 such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor 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.

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)
- (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor 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) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor 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 the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  - (3) the Contractor 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) the Contractor 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 the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract 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. The Contractor shall take such action with respect to any such subcontract 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 such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor 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.

## 6. Freedom of Information.

- (a) Contractor acknowledges that the Agency must comply with the Freedom of Information Act, C.G.S. §§ 1-200 *et seq.* ("FOIA") which requires the disclosure of documents in the possession of the State upon request of any citizen, unless the content of the document falls within certain categories of exemption, as defined by C.G.S. § 1-210(b).
- (b) Governmental Function. In accordance with C.G.S. § 1-218, if the amount of this Contract exceeds two million five hundred thousand dollars (\$2,500,000), and the Contractor is a "person" performing a "governmental function", as those terms are defined in C.G.S. §§ 1-200(4) and (11), the Agency is entitled to receive a copy of the Records and files related to the Contractor's performance of the governmental function, which may be disclosed by the Agency pursuant to the FOIA.

7. **Whistleblowing.** This Contract is subject to C.G.S. § 4-61dd if the amount of this Contract is a “large state contract” as that term is defined in C.G.S. § 4-61dd(h). In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee’s disclosure of information to any employee of the Contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars (\$5,000) for each offense, up to a maximum of twenty per cent (20%) of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day’s continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the relevant sections of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
8. **Executive Orders.** This Contract is subject to Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace. This Contract may also be subject to Executive Order 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. All of these Executive orders are incorporated into and made a part of the Contract as if they had been fully set forth in it. At the Contractor’s request, the Agency shall provide a copy of these Orders to the Contractor.
9. **Campaign Contribution Restrictions.** For all State contracts as defined in C.G.S. § 9-612(g) the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission’s (“SEEC”) notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11 reproduced below: [www.ct.gov/seec](http://www.ct.gov/seec)

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION  
 Rev. 1/11  
 Page 1 of 1



<b>Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations</b>
<p>This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).</p>
<b>CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS</b>
<p>No <i>state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor</i>, with regard to a <i>state contract or state contract solicitation</i> with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to (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 (which includes town committees).</p>
<p>In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.</p>
<p>On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly <i>solicit</i> contributions from the state contractor's or prospective state contractor's employees or from a <i>subcontractor or principals of the subcontractor</i> 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.</p>
<b>DUTY TO INFORM</b>
<p>State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.</p>
<b>PENALTIES FOR VIOLATIONS</b>
<p>Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:</p>
<p><b>Civil penalties</b>—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.</p>
<p><b>Criminal penalties</b>—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.</p>
<b>CONTRACT CONSEQUENCES</b>
<p>In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.</p>
<p>In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.</p>
<p>The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.</p>
<p>Additional information may be found on the website of the State Elections Enforcement Commission, <a href="http://www.ct.gov/serc">www.ct.gov/serc</a>. Click on the link to "Lobbyist/Contractor Limitations."</p>



### DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-160. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submissions, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office, or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty-first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

Original Contract  
 Amendment # \_\_\_\_\_  
(For Internal Use Only)

## SIGNATURES AND APPROVALS

078-SBG-31/ 14DSS5001QT

The Contractor IS NOT a Business Associate under the Health Insurance Portability and Accountability Act of 1996 as amended.

Documentation necessary to demonstrate the authorization to sign must be attached.

**CONTRACTOR TOWN OF MANSFIELD**

\_\_\_\_\_  
MATTHEW W. HART, *Town Manager*

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

**DEPARTMENT OF SOCIAL SERVICES**

\_\_\_\_\_  
RODERICK L. BREMBY, *Commissioner*

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

Part I of this Contract having been reviewed and approved by the OAG, it is exempt from review pursuant a Memorandum of Agreement between the Agency and the OAG dated March 19, 2009, as amended November 15, 2011.

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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; Cherie Trahan, Director of Finance  
**Date:** February 10, 2014  
**Re:** Approval of 2014/15 Budget Review Calendar

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**Subject Matter/Background**

Attached please find the proposed Budget Review Calendar for FY 2014/15, as prepared by the Director of Finance and the Town Manager. The calendar includes budget workshops as well as two public information sessions and a public hearing.

Please note that we may need to adjust the calendar as needed, depending on workload, Council business and other factors.

**Recommendation**

Staff recommends that the Town Council adopt the schedule as presented.

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

*Move, effective February 10, 2014, to adopt the Proposed Budget Review Calendar for FY 2014/15 as presented by the Director of Finance and the Town Manager.*

**Attachments**

- 1) Proposed Budget Calendar for 2014

Proposed Budget Review Calendar

For Budget Year 2014/15

DATE		TIME	ITEM
Mar. 24	Mon	6:00 PM	<p>Council Budget Workshop - Budget Presented to Town Council (in advance of regular mtg)</p> <p>Location - Council Chambers - Beck Building</p> <ul style="list-style-type: none"> <li>- Introduction to the Budget &amp; Review of Process</li> <li>- Major Cost Drivers</li> <li>- Policy changes &amp; initiatives (Issue Papers)</li> <li>- General Fund Revenue Review</li> </ul>
Mar. 27	Thu	6:30 PM	<p>Council Budget Workshop</p> <p>Location - Council Chambers - Beck Building</p> <ul style="list-style-type: none"> <li>- Programmatic Review (review narratives) <ul style="list-style-type: none"> <li>= General Government/Town Wide</li> <li>= Public Safety</li> <li>= Community Services (Incl. Contributions to Area Agencies)</li> <li>= Community Development</li> <li>= Town Wide</li> </ul> </li> </ul>
Apr. 2	Wed	6:30 PM	<p>Council Budget Workshop</p> <p>Location - Council Chambers - Beck Building</p> <ul style="list-style-type: none"> <li>- Operating Transfers to Other Funds</li> <li>- Other Governmental Funds <ul style="list-style-type: none"> <li>= Parks &amp; Recreation Fund</li> <li>= Debt Service Fund</li> <li>= Capital Non-recurring Fund</li> </ul> </li> <li>- Internal Service Funds: <ul style="list-style-type: none"> <li>= Health Insurance Fund</li> <li>= Worker's Compensation Fund</li> <li>= Management Services Fund</li> </ul> </li> </ul>
Apr. 3	Thu	7:00 PM	<p>Public Information Session #1 on Mgr's proposed budget</p> <p>Location - Council Chambers - Beck Building</p>
Apr. 8	Tue	6:30 PM	<p>Council Budget Workshop</p> <p>Location - Council Chambers - Beck Building</p> <ul style="list-style-type: none"> <li>- Other Agencies/Funds <ul style="list-style-type: none"> <li>= Board of Education - with the Board</li> <li>= Day Care Fund</li> <li>= Eastern Highlands Health District</li> <li>= Mansfield Downtown Partnership</li> <li>= Cemetery Fund/Long Term Investment Pool</li> </ul> </li> </ul>

DATE	TIME	ITEM
Apr. 14	Mon 6:00 PM	Council Budget Workshop Location - Council Chambers - Beck Building - Programmatic Review (review narratives) - Public Works - Capital Improvement Program - Public Works - Solid Waste Fund and Town Aid Road Fund - Sewer Funds - Transit Management Fund
Apr. 14	Mon 7:30 PM	Public Hearing on Budget (part of regular Council meeting) Location - Council Chambers - Beck Building
Apr. 14 - 18		School Break
Apr. 22	Tue 6:30 PM	Council Budget Workshop Location - Council Chambers - Beck Building - Capital Improvement Program - Comm Services, Public Safety, Facilities Mgmt - Recap and Question and Answer Period
Apr. 28	Mon 6:00 PM	Adoption of Budget and Recommended Appropriations (in advance of regular meeting) Location - Council Chambers - Beck Building
Apr. 30	Wed 6:30 PM	Adoption of Budget and Recommended Appropriations (if necessary) Location - Council Chambers - Beck Building
May 5	Mon 7:00 PM	Region #19 Annual Meeting
May 6	Tue 6AM - 8PM	Region #19 Budget Referendum Held in the towns of Ashford, Mansfield and Willington
May 7	Wed 7:00 PM	Public Information Session #2 Location - Council Chambers - Beck Building
May 13	Tue 7:00 PM	Annual Town Meeting Mansfield Middle School Auditorium
IF PETITIONED		Budget Referendum Location - Council Chambers - Beck Building
IF PETITIONED		Special Town Council Meeting Location - Council Chambers - Beck Building

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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; Cherie Trahan, Director of Finance  
**Date:** February 10, 2014  
**Re:** Financial Statements Dated December 31, 2013

---

**Subject Matter/Background**

Enclosed please find the second quarter financial statements for the period ending December 31, 2013. The Finance Committee will review this item at its February 10<sup>th</sup> meeting.

**Recommendation**

If the Finance Committee recommends acceptance of the financial statements, the following motion is in order:

*Move, effective February 10, 2014, to accept the Financial Statements dated December 31, 2013.*

**Attachments**

- 1) Financial Statements Dated December 31, 2013

**Town of Mansfield  
and  
Mansfield Board of Education**

Quarterly Financial Report

(For the Quarter Ending December 31, 2013)

Finance Department  
Cherie Trahan  
Director of Finance  
February 6, 2014

**Town of Manfield and Mansfield Board of Education**

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Mansfield Board of Education Expenditure Summary by Activity .....

<b>Town of Mansfield</b>		<b>Memorandum</b>
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To: Mansfield Town Council  
Mansfield Board of Education  
From: Cherie Trahan, Director of Finance  
Date: February 6, 2014  
Subject: Financial Report

Attached please find the financial report for the quarter ending December 31, 2013.

## Overview – General Fund Budget

### Revenues

#### Tax Collections

The total collection rate through December 31, 2013 is 65.1%, as compared to 63.8% through December 31, 2012. Real estate collections, which account for approximately 85% of the levy, are 62.8% as compared to 61.6% for last year. Collections in motor vehicles are 91.7% as compared to 90.2% at December 31, 2012.

#### Licenses and Permits

Conveyance taxes received are \$70,408 or 46.94% of the annual budget. Building permits received (Excl. Storrs Center) are \$114,914 or 67.56% of the annual budget.

#### Federal Support for General Government

No change from the budget at this time.

#### State Support for Education

There has been no change in the ECS or Transportation grant estimates from the State at this point. The ECS grant is scheduled to be paid as follows: 25% October 31<sup>st</sup>, 25% January 31<sup>st</sup>; balance April 30<sup>th</sup>. To date we have received the October 31<sup>st</sup> payment related to the ECS grant, totaling \$2,542,090. The Transportation grant is scheduled to be paid April 30<sup>th</sup>.

#### State Support for General Government

The Pilot grant is by far the largest single grant within this category. It is budgeted at \$6,601,680 and we have received \$6,784,862 or \$183,182 more than budget. State Revenue Sharing received to date is \$281,153. We have received \$625,545 for the municipal adjustment grant or \$376,725 more than budgeted.

#### Charges for Services

Charges for services are primarily fixed by contract and are normally received during the year. The primary exceptions are: Recording, where we have received \$32,758 or 54.60% of budget and Police Services which are based on expenditures.

#### Fines and Forfeitures

No major change expected from budget.

### Miscellaneous

This area is primarily interest income and the telecommunications service payment. Total interest income through December 31, 2013 is \$6,458 as compared to \$10,354 for the same period last year. STIF interest rate for December 2013 is 0.15% as compared to 0.23% for December 2012. The amount of the telecommunications payment is not known at this time.

### **Expenditures**

#### Town Expenditures

Anticipated expenditure concerns at this time include the following potential over expenditures:

- Fee Waivers \$40,000
- Resident State Trooper Program \$35,000
- Fire Salaries \$55,000

#### Board Expenditures

There are no significant issues at this time.

#### Day Care Fund

The Day Care Fund ended the second quarter with expenditures exceeding revenues by \$9,961. Fund balance at July 1, 2013 of \$302,829 decreased to \$292,867 at December 31, 2013.

#### Cafeteria Fund

Expenditures exceeded revenues by \$64,407 for the period. Fund balance at July 1, 2013 decreased from \$426,068 to \$361,661 at December 31, 2013. This is partially due to the purchase of equipment and the settlement of the custodian contract.

#### Recreation Program Fund

The Recreation Program Fund ended the period with revenues exceeding expenditures by \$234,627. Fund Balance increased from \$156,126 to \$390,753. This will be drawn down as expenses are met.

#### Capital Non-Recurring Fund

The Pequot/Mohegan Grant was budgeted at \$206,280. No changes from the State have been announced at this point.

### Debt Service Fund

Fund Balance increased from \$62,345 on July 1, 2013 to \$574,086 at December 31, 2013. This will be drawn down as principal and interest payments are made throughout the year.

### Enterprise/Internal Service Funds

#### Solid Waste Fund

Revenues exceeded expenditures by \$127,189. Retained Earnings increased from \$222,026 at July 1, 2013 to \$349,215 at December 31, 2013.

#### Health Insurance Fund (Town of Mansfield, Mansfield BOE, and Region 19 BOE)

Expenditures exceeded revenues through the second quarter by \$130,952. Fund Equity decreased from \$3,584,310 (including contributed capital) at July 1, 2013 to \$3,453,358 at December 31, 2013. Claims through December have averaged \$509,947 as compared to \$476,340 for the prior year. To be considered fully funded, the Health Insurance Fund needs to maintain a fund balance of \$2.3 million.

#### Worker's Compensation Fund

Operating revenues exceeded expenditures by \$120,049 through the second quarter. Retained Earnings increased from \$9,171 to \$129,220 at December 31, 2013.

#### Management Services Fund

Management Services Fund expenditures through December 31, 2013 exceeded revenues by \$196,617. Fund Balance decreased from \$2,389,474 at July 1, 2013 to \$2,192,857 at December 31, 2013. This is simply a timing issue and not an expenditure or revenue concern.

### Cemetery Fund

Retained earnings in the Cemetery Fund decreased from \$273,361 at July 1, 2013 to \$247,117 at December 31, 2013. The major costs for this fund are mowing and cemetery maintenance.

### Long Term Investment Pool

The pool experienced a \$3,936 increase in the market value of its portfolio for the period July 1, 2013 to December 31, 2013.

Eastern Highlands Health District

Operating revenues exceeded expenditures by \$65,883 and Fund Balance increased from \$355,251 to \$421,134.

Mansfield Downtown Partnership

Operating revenues exceeded expenditures by \$129,413 through December 31, 2013, and Fund Balance increased from \$290,603 to \$420,016. I also expect this balance to be drawn down as expenses are met.

**Town of Mansfield  
 Trial Balance - General Fund  
 December 31, 2013**

	DR	CR
Cash Equivalent Investments	\$ 9,341,328	\$ -
Working Cash Fund	3,300	-
Accounts Receivable	7,132	-
Taxes Receivable - Current	9,945,192	-
Taxes Receivable - Delinquent	518,144	-
Accounts and Other Payables	-	377,676
Refundable Deposits	-	156,798
Deferred Revenue - Taxes	-	10,308,223
Encumbrances Payable - Prior Year	-	424,901
Liquidation - Prior Year Encumbrances	265,063	-
Fund Balance - Undesignated	-	2,823,216
Actual Expenditures	23,261,899	-
Actual Revenues	-	29,251,244
<b>Total</b>	<b>\$ 43,342,058</b>	<b>\$ 43,342,058</b>

**Town of Mansfield**  
**Day Care Fund - Combined Program**  
**Comparative Statement of Revenues, Expenditures**  
**and Changes in Fund Balance**  
**December 31, 2013**  
(with comparative totals for December 31, 2012)

	<u>Budget 2013/14</u>	<u>2014</u>	<u>2013</u>
<b>Revenues</b>			
Intergovernmental - Nat'l School Lunch	\$ 37,348	\$ 13,943	\$ 14,914
Intergovernmental - Day Care Grant	319,119	167,856	167,856
School Readiness Grant	36,048	7,510	15,020
UConn	78,750	78,750	78,750
Fees	887,000	356,265	381,421
Subsidies	42,500	28,209	24,759
	<u>1,400,765</u>	<u>652,534</u>	<u>682,721</u>
<b>Expenditures</b>			
Administrative	196,136	103,652	88,491
Direct Program	1,063,940	497,877	501,439
Purchased Property Services	18,250	7,258	7,555
Repairs & Maintenance	6,500	857	4,647
Insurance	10,840	932	2,084
Other Purchased Services	11,150	6,202	5,101
Food Service Supplies	39,250	17,547	19,671
Energy	36,000	18,000	14,250
Supplies & Miscellaneous	16,850	9,801	7,126
Equipment	750	369	369
	<u>1,399,666</u>	<u>662,495</u>	<u>650,733</u>
Excess (Deficiency) of Revenues	1,099	(9,961)	31,987
Fund Balance, July 1	<u>302,829</u>	<u>302,829</u>	<u>252,152</u>
Fund Balance plus Cont. Capital, Dec 31	<u>\$ 303,928</u>	<u>\$ 292,867</u>	<u>\$ 284,140</u>

**Mansfield Board of Education**  
**Cafeteria Fund**  
**Balance Sheet**  
**December 31, 2013**  
(with comparative totals for December 31, 2012)

	2014	2013
<b>Assets</b>		
Cash and Cash Equivalents	\$ 345,661	\$ 345,532
Inventory	16,001	15,568
Total Assets	361,661	361,101
<b>Liabilities and Fund Balance</b>		
<b>Liabilities</b>		
Accounts Payable	-	-
Total Liabilities	-	-
Fund Balance	361,661	361,101
Total Liabilities and Fund Balance	\$ 361,661	\$ 361,101

**Mansfield Board of Education**  
**Cafeteria Fund**  
**Comparative Statement of Revenues, Expenditures**  
**and Changes in Fund Balance**  
**December 31, 2013**  
(with comparative totals for December 31, 2012)

	<u>Budget</u> <u>2013/14</u>	<u>2014</u>	<u>2013</u>
<b>Revenues</b>			
Intergovernmental	\$ 283,236	\$ 96,056	\$ 75,384
Sales of Food	600,950	272,981	277,234
Other	58,000	23,427	25,458
	<u>942,186</u>	<u>392,464</u>	<u>378,076</u>
<b>Expenditures</b>			
Salaries & Benefits	572,284	285,240	254,236
Food & Supplies	299,760	144,103	132,683
Professional & Technical	2,550	2,550	-
Equipment - Other	10,200	22,606	949
Equipment Repairs & Contracts	2,000	2,371	419
	<u>886,794</u>	<u>456,871</u>	<u>388,287</u>
Excess (Deficiency) of Revenues	55,392	(64,407)	(10,211)
Fund Balance, July 1	<u>426,068</u>	<u>426,068</u>	<u>371,312</u>
Fund Balance plus Cont. Capital, Dec 31	<u>\$ 481,460</u>	<u>\$ 361,661</u>	<u>\$ 361,101</u>

**Town of Mansfield**  
**Parks and Recreation**  
**Balance Sheet**  
**December 31, 2013**  
 (with comparative totals for December 31, 2012)

	2014	2013
<b>Assets</b>		
Cash and Cash Equivalents	\$ 390,753	\$ 232,881
Total Assets	390,753	232,881
<b>Liabilities and Fund Balance</b>		
<b>Liabilities</b>		
Accounts Payable	-	-
Total Liabilities	-	-
Fund Balance	390,753	232,881
Total Liabilities and Fund Balance	\$ 390,753	\$ 232,881

**Town of Mansfield  
Parks and Recreation  
Comparative Statement of Revenues, Expenditures  
and Changes in Fund Balance  
December 31, 2013  
(with comparative totals for December 31, 2012)**

	<u>Budget 2013/14</u>	<u>2014</u>	<u>2013</u>
<b>Revenues</b>			
Membership Fees	\$ 876,000	\$ 366,570	\$ 421,189
Program Fees	744,030	418,881	405,596
Fee Waivers	125,000	125,000	-
Daily Admission Fees	59,500	25,945	25,191
Rent - Facilities/Parties	27,300	12,091	10,853
Employee Wellness	20,160	-	-
Rent - E.O. Smith	14,000	5,000	-
Contributions	4,000	995	435
Sale of Merchandise	3,500	1,633	1,646
Sale of Food	3,400	311	2,583
Other	3,900	2,696	1,676
<b>Total Revenues</b>	<u>1,880,790</u>	<u>959,121</u>	<u>869,171</u>
<b>Operating Transfers</b>			
General Fund - Recreation Administrative	317,000	317,000	321,700
General Fund - Community Programs	75,000	75,000	75,000
CNR Fund - Bicent. Pond	25,000	25,000	25,000
CNR Fund - Teen Center	25,000	25,000	25,000
<b>Total Operating Transfers</b>	<u>442,000</u>	<u>442,000</u>	<u>446,700</u>
<b>Total Rev &amp; Oper Transfers</b>	<u>2,322,790</u>	<u>1,401,121</u>	<u>1,315,871</u>
<b>Expenditures</b>			
Salaries & Wages	1,338,730	689,217	661,299
Benefits	260,120	127,778	125,311
Professional & Technical	142,600	69,288	78,348
Purchased Property Services	33,700	10,038	10,431
Repairs & Maintenance	26,000	22,157	17,628
Other Purchased Services/Rentals	149,000	76,818	96,591
Other Supplies	7,320	4,076	4,831
Energy	144,000	72,000	72,000
Building Supplies	47,350	31,538	29,342
Recreation Supplies	99,450	58,078	52,392
Equipment	60,880	5,508	51,258
<b>Total Expenditures</b>	<u>2,309,150</u>	<u>1,166,495</u>	<u>1,199,432</u>
Excess (Deficiency) of Revenues	13,640	234,627	116,439
Fund Balance, July 1	156,126	156,126	116,442
Fund Balance, Dec 31	<u>\$ 169,766</u>	<u>\$ 390,753</u>	<u>\$ 232,881</u>

Town of Mansfield  
 Capital and Nonrecurring Reserve Fund Budget  
 Estimated Revenues, Expenditures and Changes in Fund Balance  
 Fiscal Year 2013/14

	<u>FY 11/12</u> <u>Actual</u>	<u>FY 12/13</u> <u>Adopted</u>	<u>FY 12/13</u> <u>Est. Actual</u>	<u>FY 13/14</u> <u>Adopted</u>	<u>FY 14/15</u> <u>Projected</u>	<u>FY 15/16</u> <u>Projected</u>	<u>FY 16/17</u> <u>Projected</u>	<u>FY 17/18</u> <u>Projected</u>
<b>Sources</b>								
General Fund Contribution	\$ 561,000	\$ 1,014,210	\$ 1,199,886	\$ 1,325,550	\$ 1,520,000	\$ 1,630,000	\$ 1,635,000	\$ 1,635,000
Ambulance User Fees	251,085	330,000	255,627	300,000	300,000	300,000	300,000	300,000
Other	-	-	18,806	-	-	-	-	-
Insurance Refund	-	-	603,077	-	-	-	-	-
Sewer Assessments	-	3,000	912	500	500	500	500	500
Pequot Funds	211,700	212,000	231,700	206,280	-	-	-	-
<b>Total Sources</b>	<u>1,023,785</u>	<u>1,559,210</u>	<u>2,310,008</u>	<u>1,832,330</u>	<u>1,820,500</u>	<u>1,930,500</u>	<u>1,935,500</u>	<u>1,935,500</u>
<b>Uses</b>								
Operating Transfers Out:								
Management Services Fund	175,000	175,000	175,000	175,000	200,000	200,000	200,000	200,000
Property Tax Revaluation Fund	25,000	25,000	25,000	25,000	-	-	-	-
Capital Fund	718,566	1,208,000	1,342,420	1,474,540	1,462,600	1,605,000	1,610,000	1,590,000
Capital Fund - Storrs Center Reserve	-	96,210	119,816	123,760	123,760	123,760	123,760	123,760
Capital Fund - Replacement Fire Truck	-	-	600,000	-	-	-	-	-
Parks & Recreation Operating Subsidy	50,000	-	-	-	-	-	-	-
Compensated Absences Fund	55,000	58,000	58,000	36,000	35,000	-	-	-
<b>Total Uses</b>	<u>1,023,566</u>	<u>1,562,210</u>	<u>2,320,236</u>	<u>1,834,300</u>	<u>1,821,360</u>	<u>1,928,760</u>	<u>1,933,760</u>	<u>1,913,760</u>
Excess/(Deficiency)	219	(3,000)	(10,228)	(1,970)	(860)	1,740	1,740	21,740
Fund Balance/(Deficit) July 1	13,203	13,422	13,422	3,194	1,224	364	2,104	3,844
<b>Fund Balance, June 30</b>	<u>\$ 13,422</u>	<u>\$ 10,422</u>	<u>\$ 3,194</u>	<u>\$ 1,224</u>	<u>\$ 364</u>	<u>\$ 2,104</u>	<u>\$ 3,844</u>	<u>\$ 25,584</u>

**General Government**

*Revenues*

*Expenses*

<u>Account and Description</u>	<u>Adjusted Budget</u>	<u>Received</u>	<u>Balance</u>	<u>Adjusted Budget</u>	<u>Encumbrance</u>	<u>Expenses</u>	<u>Balance</u>
81103 Landscape Public Buildings	10,000.00	10,000.00	-	10,000.00	0.00	9,997.91	2.09
81611 Pool Cars	80,784.00	80,784.00	-	80,784.00	0.00	60,784.20	19,999.80
81820 Financial Software	320,799.58	320,799.58	-	320,799.58	0.00	267,900.17	52,899.41
81821 Fiber Connection to Fire Stations	50,000.00	50,000.00	-	50,000.00	0.00	49,600.00	400.00
81822 Town Clerk Imaging/Mgmt System	20,000.00	20,000.00	-	20,000.00	0.00	19,863.11	136.89
81919 Strategic Planning Study	185,000.00	185,000.00	-	185,000.00	0.00	173,549.97	11,450.03
86291 Technology Infrastructure - Schools	200,000.00	200,000.00	-	200,000.00	382.50	109,306.86	90,310.64
<b>Total General Government:</b>	<b>\$ 866,583.58</b>	<b>\$ 866,583.58</b>	<b>\$ 0.00</b>	<b>\$ 866,583.58</b>	<b>\$ 382.50</b>	<b>\$ 691,002.22</b>	<b>\$ 175,198.86</b>

**Community Development**

*Revenues*

*Expenses*

<u>Account and Description</u>	<u>Adjusted Budget</u>	<u>Received</u>	<u>Balance</u>	<u>Adjusted Budget</u>	<u>Encumbrance</u>	<u>Expenses</u>	<u>Balance</u>
83530 Four Corners Sewer/Water Impro	480,000.00	480,000.00	-	480,000.00	77,237.00	252,915.48	149,847.52
84103 Storrs Center Reserve	1,772,460.00	2,292,608.28	(520,148.28)	1,772,460.00	12,052.73	2,030,882.30	(270,475.03)
84122 Improvements Storrs Rd Urban	2,500,000.00	808,059.00	1,691,941.00	2,500,000.00	197,503.87	2,074,676.14	227,819.99
84123 Streetscape/Ped.Improv. DOT	1,474,800.00	302,000.00	1,172,800.00	1,474,800.00	18,023.45	484,760.41	972,016.14
84124 Imprvmnts StorrsRd DOT/Lieber	2,250,000.00	1,406,882.03	843,117.97	2,250,000.00	-	2,262,155.09	(12,155.09)
84125 StorrsCtr Inter Transp CtrDesign	612,500.00	310,615.31	301,884.69	612,500.00	-	343,142.09	269,357.91
84126 Parking Garage Transit Hub	10,000,000.00	10,015,120.00	(15,120.00)	10,000,000.00	105,955.23	11,564,312.60	(1,670,267.83)
84127 DECD STEAP#2 Pha1A+Dog Lane Co	500,000.00	486,461.00	13,539.00	500,000.00	-	500,000.00	-
84129 Omnibus Budget Bill Feb2009	552,000.00	467,400.01	84,599.99	552,000.00	5,223.70	735,288.64	(188,512.34)
84130 Bus Facilities Program (FTA)	6,175,000.00	4,098,562.71	2,076,437.29	6,175,000.00	319,753.80	5,190,274.37	664,971.83
84131 DECD STEAP 4 Village Street Utilities	500,000.00	279,779.00	220,221.00	500,000.00	173,256.08	329,463.92	(2,720.00)
84132 Leyland/EDR Infrastructure (\$3M)	3,000,000.00	1,172,000.00	1,828,000.00	3,000,000.00	226,862.96	2,483,480.16	289,656.88
84133 DECD Brownfield Remediation	450,000.00	-	450,000.00	450,000.00	-	-	450,000.00
84134 Future Projects - Local Share	40,000.00	40,000.00	-	40,000.00	-	-	40,000.00
84135 Town Square	-	250,000.00	(250,000.00)	-	7,559.16	4,907.54	(12,466.70)
84136 Main Street Investment Grant	-	-	-	-	265,060.00	22,217.70	(287,277.70)
84170 HUD Community Challenge Grant	413,060.00	332,476.38	80,583.62	413,060.00	206,150.00	345,503.58	(138,593.58)
<b>Total Community Development:</b>	<b>\$ 30,719,820.00</b>	<b>\$ 22,741,963.72</b>	<b>\$ 7,977,856.28</b>	<b>\$ 30,719,820.00</b>	<b>\$ 1,614,637.98</b>	<b>\$ 28,623,980.02</b>	<b>\$ 481,202.00</b>

Capitla Projects as of December 31, 2013

Public Safety

Revenues

Expenses

Account and Description	Revenues			Expenses			
	Adjusted Budget	Received	Balance	Adjusted Budget	Encumbrance	Expenses	Balance
82801 Fire & Emerg Serv Comm Equipment	40,000.00	40,000.00	-	40,000.00	-	-	40,000.00
82819 Vehicle Key Boxes	7,500.00	7,500.00	-	7,500.00	-	7,392.00	108.00
82822 Forestry 307 Chassis Changeover	30,000.00	30,000.00	-	30,000.00	-	30,000.00	-
82823 Rescue Equipment	18,000.00	18,000.00	-	18,000.00	-	15,202.33	2,797.67
82824 Fire Hose	28,000.00	28,000.00	-	28,000.00	-	10,867.26	17,132.74
82825 Ambulance 607 11/12	210,000.00	-	210,000.00	210,000.00	-	213,381.46	(3,381.46)
82826 SCBA Air Tanks	50,000.00	50,000.00	-	50,000.00	-	49,748.00	252.00
82827 Fire Personal Protective Equipment	56,000.00	56,000.00	-	56,000.00	-	18,917.50	37,082.50
82828 Replacement 78MF	33,000.00	33,000.00	-	33,000.00	-	32,974.19	25.81
82829 Replacement ET507	200,000.00	200,000.00	-	200,000.00	-	-	200,000.00
82830 Thermal Imager Cameras	20,000.00	20,000.00	-	20,000.00	-	19,500.00	500.00
82831 Replacement 20MF	34,000.00	34,000.00	-	34,000.00	-	34,000.00	-
82832 ET207 Fire Truck Replacement	603,077.00	603,077.00	-	603,077.00	-	-	603,077.00
82902 Fire Ponds	48,500.00	48,500.00	-	48,500.00	-	34,574.03	13,925.97
<b>Total Public Safety:</b>	<b>\$ 1,378,077.00</b>	<b>\$ 1,168,077.00</b>	<b>\$ 210,000.00</b>	<b>\$ 1,378,077.00</b>	<b>\$ 0.00</b>	<b>\$ 466,556.77</b>	<b>\$ 911,520.23</b>

Community Services

Revenues

Expenses

Account and Description	Revenues			Expenses			
	Adjusted Budget	Received	Balance	Adjusted Budget	Encumbrance	Expenses	Balance
85102 BCP Restroom Improvements	13,000.00	13,000.00	-	13,000.00	-	4,500.00	8,500.00
85104 Lions Club Park	566,000.00	566,000.00	-	566,000.00	-	566,000.00	-
85105 Open Space Purchase	3,369,389.00	3,369,355.00	34.00	3,369,389.00	-	3,190,196.07	179,192.93
85107 Open Space - Bonded	1,040,000.00	-	1,040,000.00	1,040,000.00	-	46,900.00	993,100.00
85804 Community Center Equipment	335,200.00	283,200.00	52,000.00	335,200.00	-	323,063.95	12,136.05
85806 Skate Park	40,000.00	40,000.00	-	40,000.00	-	38,565.68	1,434.32
85808 Comm Center Locker Room Ventilati	20,000.00	20,000.00	-	20,000.00	-	27,916.51	(7,916.51)
85811 Playscapes New/Replacements	100,000.00	100,000.00	-	100,000.00	-	50,203.00	49,797.00
85812 Comm Center Facility Upgrades	30,000.00	30,000.00	-	30,000.00	-	29,102.96	897.04
85816 Park Improvements	271,795.00	271,795.00	-	271,795.00	3,200.00	264,338.38	4,256.62
85824 Playscape Resurfacing	57,000.00	57,000.00	-	57,000.00	-	55,530.18	1,469.82
85835 WHIP Grants-MHP EGVP OSHF	9,200.00	9,200.00	-	9,200.00	-	-	9,200.00
<b>Total Community Services:</b>	<b>\$ 5,851,584.00</b>	<b>\$ 4,759,550.00</b>	<b>\$ 1,092,034.00</b>	<b>\$ 5,851,584.00</b>	<b>\$ 3,200.00</b>	<b>\$ 4,596,316.73</b>	<b>\$ 1,252,067.27</b>

Facilities Management

Revenues

Expenses

Account and Description	Revenues			Expenses			
	<u>Adjusted Budget</u>	<u>Received</u>	<u>Balance</u>	<u>Adjusted Budget</u>	<u>Encumbrance</u>	<u>Expenses</u>	<u>Balance</u>
82205 Boiler/Heat/Plumbing - Fire	50,000.00	50,000.00	-	50,000.00	-	39,848.94	10,151.06
86106 New Wells - Schools	1,100,000.00	1,086,551.00	13,449.00	1,100,000.00	-	1,172,656.26	(72,656.26)
86260 Maintenance Projects	819,391.00	819,391.00	-	819,391.00	14,447.08	789,534.29	15,409.63
86278 Four School Renovation Project	287,068.93	137,068.93	150,000.00	287,068.93	-	287,068.93	-
86284 MMS Heating Alterations	4,650,000.00	4,454,471.86	195,528.14	4,650,000.00	-	4,507,868.34	142,131.66
86285 MMS Asbestos Removal 2007	65,000.00	46,986.13	18,013.87	65,000.00	-	44,559.13	20,440.87
86286 MMS Carpet Replacement	25,000.00	26,808.87	(1,808.87)	25,000.00	-	23,397.00	1,603.00
86290 Roof Repairs	219,900.00	219,900.00	-	219,900.00	2,390.64	215,612.95	1,896.41
86292 School Building Maintenance	200,000.00	200,000.00	-	200,000.00	16,587.32	139,071.30	44,341.38
86293 Security Improvements	65,000.00	65,000.00	-	65,000.00	-	-	65,000.00
86294 Vault Climate Control	10,000.00	10,000.00	-	10,000.00	-	-	10,000.00
86295 Emergency Generators	50,000.00	50,000.00	-	50,000.00	-	-	50,000.00
86296 Oil Tank Repairs	40,000.00	40,000.00	-	40,000.00	-	1,950.00	38,050.00
<b>Total Facilities Management:</b>	<b>\$ 7,581,359.93</b>	<b>\$ 7,206,177.79</b>	<b>\$ 375,182.14</b>	<b>\$ 7,581,359.93</b>	<b>\$ 33,425.04</b>	<b>\$ 7,221,567.14</b>	<b>\$326,367.75</b>

Capitla Projects as of December 31, 2013  
Public Works

*Revenues*

*Expenses*

<u>Account and Description</u>	<u>Adjusted Budget</u>	<u>Received</u>	<u>Balance</u>	<u>Adjusted Budget</u>	<u>Encumbrance</u>	<u>Expenses</u>	<u>Balance</u>
83101 Tree Replacement	42,500.00	42,500.00	-	42,500.00	-	15,612.41	26,887.59
83219 Salt Storage Building	250,000.00	250,000.00	-	250,000.00	-	231,144.96	18,855.04
83302 Sm Bridges & Culverts	329,084.00	329,084.00	-	329,084.00	743.95	278,569.27	49,770.78
83303 Large Bridge Maintenance	551,286.00	551,286.00	-	551,286.00	-	480,861.91	70,424.09
83306 Stone Mill Bridge	1,716,350.00	1,036,476.91	679,873.09	1,716,350.00	34,187.26	1,094,295.86	587,866.88
83308 Town Walkways/Transp Enhancemt	776,000.00	806,084.89	(30,084.89)	776,000.00	5,046.39	805,185.53	(34,231.92)
83309 Laurel Lane Bridge	1,340,600.00	842,749.25	497,850.75	1,340,600.00	72,371.69	1,211,261.04	56,967.27
83401 Road Drainage	558,811.00	547,840.99	10,970.01	558,811.00	23,041.88	408,422.72	127,346.40
83510 Guard Rails	49,197.00	49,197.00	-	49,197.00	-	32,822.17	16,374.83
83524 Road Resurfacing	3,313,810.00	3,147,953.00	165,857.00	3,313,810.00	229,108.88	2,840,733.69	243,967.43
83527 Hunting Lodge Rd Walkway 0809	100,000.00	100,000.00	-	100,000.00	-	90,718.54	9,281.46
83601 Pickup Mounted Sign	10,000.00	10,000.00	-	10,000.00	-	-	10,000.00
83636 LARGE DUMP TRUCK 11/12	167,192.46	21,229.11	145,963.35	167,192.46	-	167,192.46	-
83637 Small Dump Truck & Sander 11/12	46,901.08	1,710.00	45,191.08	46,901.08	-	46,901.08	-
83639 Large Dump Trucks	265,000.00	100,000.00	165,000.00	265,000.00	167,877.00	109.45	97,013.55
83640 Gas Pumps	15,000.00	15,000.00	-	15,000.00	-	-	15,000.00
83641 Mowers & Attachments	65,000.00	-	65,000.00	65,000.00	-	57,997.83	7,002.17
83642 WINCOG Equipment - Regional	15,000.00	15,000.00	-	15,000.00	-	15,319.00	(319.00)
83729 Snowplows	26,500.00	26,500.00	-	26,500.00	6,628.00	19,227.50	644.50
83733 Storrs Center Equipment	100,000.00	100,000.00	-	100,000.00	2,521.99	62,522.59	34,955.42
83911 Engineering Cad Upgrades	183,500.00	183,500.00	-	183,500.00	-	168,271.22	15,228.78
83917 GPS Units - Additional Units	15,000.00	-	15,000.00	15,000.00	1,638.60	9,178.44	4,182.96
<b>Total Public Works:</b>	<b>\$ 9,936,731.54</b>	<b>\$ 8,176,111.15</b>	<b>\$ 1,760,620.39</b>	<b>\$ 9,936,731.54</b>	<b>\$ 543,165.64</b>	<b>\$ 8,036,347.67</b>	<b>\$ 1,357,218.23</b>

Revenue/Expenditure Summary

Revenues

Expenses

<u>Account and Description</u>	<u>Revenues</u>			<u>Expenses</u>			
	<u>Adjusted Budget</u>	<u>Received</u>	<u>Balance</u>	<u>Adjusted Budget</u>	<u>Encumbrance</u>	<u>Expenses</u>	<u>Balance</u>
General Government	866,584	866,584	-	866,584	383	691,002	175,199
Community Development	30,719,820	22,741,964	7,977,856	30,719,820	1,614,638	28,623,980	481,202
Public Safety	1,378,077	1,168,077	210,000	1,378,077	-	466,557	911,520
Community Services	5,851,584	4,759,550	1,092,034	5,851,584	3,200	4,596,317	1,252,067
Facilities Management	7,581,360	7,206,178	375,182	7,581,360	33,425	7,221,567	326,368
Public Works	9,936,732	8,176,111	1,760,620	9,936,732	543,166	8,036,348	1,357,218
<b>Grand Total:</b>	<b>\$ 56,334,156.05</b>	<b>\$ 44,918,463.24</b>	<b>\$ 11,415,692.81</b>	<b>\$ 56,334,156.05</b>	<b>\$ 2,194,811.16</b>	<b>\$ 49,635,770.55</b>	<b>\$ 4,503,574.34</b>

**Town of Mansfield**  
**Debt Service Fund**  
**Balance Sheet**  
**December 31, 2013**  
 (with comparative totals for December 31, 2012)

	2014	2013
<b>Assets</b>		
Cash and Cash Equivalents	\$ 574,086	\$ 730,832
Total Assets	574,086	730,832
<b>Liabilities and Fund Balance</b>		
<b>Liabilities</b>		
Accounts Payable	-	-
Total Liabilities	-	-
Fund Balance	574,086	730,832
Total Liabilities and Fund Balance	\$ 574,086	\$ 730,832

**Town of Mansfield**  
**Debt Service Fund**  
**Comparative Statement of Revenues, Expenditures**  
**and Changes in Fund Balance**  
**December 31, 2013**  
(with comparative totals for December 31, 2012)

	<u>Budget</u> <u>2013/14</u>	<u>2014</u>	<u>2013</u>
<b>Revenues</b>			
Bond Proceeds	\$ -	\$ -	\$ -
Interest Income	-	-	-
Total Revenues	-	-	-
<b>Operating Transfers</b>			
General Fund	675,000	675,000	825,000
Total Operating Transfers	675,000	675,000	825,000
Total Rev & Oper Trans	675,000	675,000	825,000
<b>Expenditures</b>			
Principal Payments	528,181	109,580	105,436
Interest Payments	107,469	53,679	68,163
Total Expenditures	635,650	163,259	173,599
Excess (Deficiency) of Revenues	39,350	511,741	651,401
Fund Balance, July 1	62,345	62,345	79,431
Fund Balance plus Cont. Capital, Dec 31	\$ <u>101,695</u>	\$ <u>574,086</u>	\$ <u>730,832</u>

**Town of Mansfield  
Debt Service Fund  
Estimated Revenues, Expenditures and Changes in Fund Balance**

	FY 10/11 Actual	FY 11/12 Actual	FY 12/13 Budget	FY 13/14 Projected	FY 14/15 Projected	FY 15/16 Projected	FY 16/17 Projected	FY 17/18 Projected	FY 18/19 Projected
<b>Revenues</b>									
Bonds	\$ 133,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Premium Income	55,542	-	-	-	-	-	-	-	-
Interest on Unspent Balance	-	1,285	-	-	-	-	-	-	-
<b>Total Revenues</b>	<b>188,542</b>	<b>1,285</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Operating Transfers In - General Fund	760,000	825,000	825,000	675,000	350,000	300,000	300,000	300,000	275,000
Operating Transfers In - CNR Fund	150,000	-	-	-	-	-	-	-	-
Operating Transfers In - MS Fund	-	-	-	-	-	-	-	-	-
<b>Total Revenues and Operating Transfers In</b>	<b>1,098,542</b>	<b>826,285</b>	<b>825,000</b>	<b>675,000</b>	<b>350,000</b>	<b>300,000</b>	<b>300,000</b>	<b>300,000</b>	<b>275,000</b>
<b>Expenditures</b>									
Principal Retirement	455,000	460,000	460,000	145,000	-	-	-	-	-
Interest	64,765	45,656	25,900	5,220	-	-	-	-	-
Principal Retirement - GOB 2011	-	-	-	220,000	220,000	220,000	220,000	220,000	220,000
Interest - GOB 2011	-	91,706	93,525	93,525	86,925	80,325	73,725	67,125	60,525
Lease Purchase - Co-Gen/Pool Covers	64,129	78,134	78,134	-	-	-	-	-	-
Lease Purchase - CIP Equip 08/09	113,886	113,886	113,886	113,886	-	-	-	-	-
Lease Purchase - CIP Equip 09/10	87,617	87,617	87,617	87,617	87,617	-	-	-	-
Financial/Issuance Costs	110,206	-	-	-	-	-	-	-	-
<b>Total Expenditures</b>	<b>895,603</b>	<b>876,999</b>	<b>859,062</b>	<b>665,248</b>	<b>394,542</b>	<b>300,325</b>	<b>293,725</b>	<b>287,125</b>	<b>280,525</b>
Revenues and Other Financing Sources Over/(Under) Expend	202,939	(50,714)	(34,062)	9,752	(44,542)	(325)	6,275	12,875	(5,525)
Fund Balance, July 1	(72,794)	130,145	79,431	45,369	55,121	10,579	10,254	16,529	29,404
Fund Balance, June 30	\$ 130,145	\$ 79,431	\$ 45,369	\$ 55,121	\$ 10,579	\$ 10,254	\$ 16,529	\$ 29,404	\$ 23,879

**Town of Mansfield  
Debt Service Fund  
Estimated Revenues, Expenditures and Changes in Fund Balance**

	<u>FY 19/20</u>	<u>FY 20/21</u>	<u>FY 21/22</u>	<u>FY 22/23</u>	<u>FY 23/24</u>	<u>FY 24/25</u>	<u>FY 25/26</u>
	<u>Projected</u>						
<b>Revenues</b>							
Bonds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Premium Income	-	-	-	-	-	-	-
Interest on Unspent Balance	-	-	-	-	-	-	-
<b>Total Revenues</b>	<b>-</b>						
Operating Transfers In - General Fund	275,000	275,000	250,000	250,000	250,000	250,000	200,000
Operating Transfers In - CNR Fund	-	-	-	-	-	-	-
Operating Transfers In - MS Fund	-	-	-	-	-	-	-
<b>Total Revenues and Operating Transfers In</b>	<b>275,000</b>	<b>275,000</b>	<b>250,000</b>	<b>250,000</b>	<b>250,000</b>	<b>250,000</b>	<b>200,000</b>
<b>Expenditures</b>							
Principal Retirement	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-
Principal Retirement - GOB 2011	220,000	220,000	220,000	220,000	220,000	220,000	200,000
Interest - GOB 2011	53,925	47,325	40,725	33,850	25,600	16,800	8,000
Lease Purchase - Co-Gen/Pool Covers	-	-	-	-	-	-	-
Lease Purchase - CIP Equip 08/09	-	-	-	-	-	-	-
Lease Purchase - CIP Equip 09/10	-	-	-	-	-	-	-
Financial/Issuance Costs	-	-	-	-	-	-	-
<b>Total Expenditures</b>	<b>273,925</b>	<b>267,325</b>	<b>260,725</b>	<b>253,850</b>	<b>245,600</b>	<b>236,800</b>	<b>208,000</b>
Revenues and Other Financing Sources Over/(Under) Expend	1,075	7,675	(10,725)	(3,850)	4,400	13,200	(8,000)
Fund Balance, July 1	23,879	24,954	32,629	21,904	18,054	22,454	35,654
Fund Balance, June 30	\$ 24,954	\$ 32,629	\$ 21,904	\$ 18,054	\$ 22,454	\$ 35,654	\$ 27,654

**Town of Mansfield**  
**Solid Waste Disposal Fund**  
**Balance Sheet**  
**December 31, 2013**  
(with comparative totals for December 31, 2012)

	2014	2013
<b>Current Assets</b>		
Cash and Cash Equivalents	\$ 414,890	\$ 341,028
Accounts Receivable, net	(5,000)	(5,000)
Total Current Assets	409,890	336,028
<b>Fixed Assets</b>		
Land	8,500	8,500
Buildings & Equipment	565,138	565,138
Less: Accumulated Depreciation	(511,560)	(502,025)
Total Fixed Assets	62,079	71,614
Total Assets	471,969	407,642
<b>Liabilities and Retained Earnings</b>		
<b>Current Liabilities</b>		
Accrued Compensated Absences	10,930	14,852
Refundable Deposits	23,825	23,600
Total Current Liabilities	34,754	38,452
<b>Long-Term Liabilities</b>		
Landfill Postclosure Costs	88,000	92,000
Total Long-Term Liabilities	88,000	92,000
Total Liabilities	122,754	130,452
Retained Earnings	349,215	277,190
Total Liabilities and Fund Balance	\$ 471,969	\$ 407,642

**Town of Mansfield**  
**Solid Waste Disposal Fund**  
**Comparative Statement of Revenues, Expenditures**  
**and Changes in Fund Balance**  
**December 31, 2013**  
(with comparative totals for December 31, 2012)

	<u>Budget</u> <u>2013/14</u>	<u>2014</u>	<u>2013</u>
<b>Revenues</b>			
Transfer Station Fees	\$ 115,000	\$ 62,049	\$ 60,935
Garbage Collection Fees	948,000	494,765	458,023
Sale of Recyclables	8,000	2,419	3,086
Other Revenues	-	7,641	1,636
	<u>1,071,000</u>	<u>566,875</u>	<u>523,680</u>
<b>Expenditures</b>			
Hauler's Tipping Fees	178,150	62,965	71,339
Mansfield Tipping Fees	56,530	20,392	20,281
Wage & Fringe Benefits	333,385	132,294	140,149
Computer Software	4,320	4,260	4,020
Trucking Fee	34,290	11,052	8,434
Recycle Cost	15,500	24,849	7,585
Contract Pickup	409,370	160,213	164,455
Supplies & Services	26,490	8,894	25,864
Depreciation Expense	9,535	4,768	4,768
Hazardous Waste	16,500	-	-
Equipment Parts/Other	2,100	-	-
LAN/WAN Expenditures	10,000	10,000	10,000
	<u>1,096,170</u>	<u>439,686</u>	<u>456,895</u>
Net Income (Loss)	(25,170)	127,189	66,785
Retained Earnings, July 1	<u>222,026</u>	<u>222,026</u>	<u>210,405</u>
Retained Earnings, Dec 31	<u>\$ 196,856</u>	<u>\$ 349,215</u>	<u>\$ 277,190</u>

**Town of Mansfield  
Health Insurance Fund  
Balance Sheet  
December 31, 2013**  
(with comparative totals for December 31, 2012)

	<u>2014</u>	<u>2013</u>
<b>Assets</b>		
Cash and Cash Equivalents	\$ 3,862,858	\$ 4,448,654
Total Assets	<u>3,862,858</u>	<u>4,448,654</u>
 <b>Liabilities and Fund Balance</b>		
<b>Liabilities</b>		
Accrued Medical Claims	<u>409,500</u>	<u>348,000</u>
Total Liabilities	<u>409,500</u>	<u>348,000</u>
 <b>Equity</b>		
Net Contributed Capital	400,000	400,000
Retained Earnings	<u>3,053,358</u>	<u>3,700,654</u>
Total Equity	<u>3,453,358</u>	<u>4,100,654</u>
Total Liabilities and Retained Earnings	<u>\$ 3,862,858</u>	<u>\$ 4,448,654</u>

**Town of Mansfield  
Health Insurance Fund  
Comparative Statement of Revenues, Expenditures  
and Changes in Fund Balance  
December 31, 2013  
(with comparative totals for December 31, 2012)**

	<u>2014</u>	<u>2013</u>
<b>Revenues</b>		
Premium Income	\$ 3,477,615	\$ 3,539,950
Interest Income	1,589	2,671
	<u>3,479,205</u>	<u>3,542,621</u>
<b>Expenditures</b>		
Payroll	66,976	58,397
Administrative Expenses	277,147	292,725
Medical Claims	3,134,875	2,885,481
Payment in Lieu of Insurance	71,183	44,008
Consultants	-	5,313
Employee Wellness	-	11,600
Medical Supplies	49,976	39,510
LAN/WAN Expenditures	10,000	10,000
	<u>3,610,157</u>	<u>3,347,034</u>
Net Income (Loss)	(130,952)	195,587
Retained Earnings, July 1	<u>3,584,310</u>	<u>3,905,066</u>
Fund Balance plus Cont. Capital, Dec 31	<u>\$ 3,453,358</u>	<u>\$ 4,100,654</u>

ANTHEM BLUE CROSS MONTHLY CLAIMS  
ANNUAL BASIS

MONTH	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	Avg. '91- Present	5 Yr. Avg. '09-'13
JANUARY	\$ 204,232	\$ 200,762	\$ 251,986	\$ 333,923	\$ 342,476	\$ 358,256	\$ 356,891	\$ 364,331	\$ 508,001	\$ 454,813	\$ 389,841	\$ 497,371	\$ 461,600	\$ 596,583	\$ 286,903	\$ 480,042
FEBRUARY	194,411	180,679	267,614	331,286	340,298	305,259	492,485	527,867	629,924	521,301	497,159	550,094	480,989	525,952	314,862	515,099
MARCH	211,199	200,818	237,003	358,881	386,649	409,245	392,138	482,188	399,055	482,221	519,594	600,223	503,600	613,319	307,440	543,791
APRIL	181,703	206,143	342,562	259,835	402,093	443,382	321,969	484,465	476,056	473,587	517,452	513,677	461,016	512,034	289,287	495,553
MAY	215,754	244,270	276,117	387,515	391,287	387,104	383,505	562,876	516,518	511,932	346,650	398,403	557,547	662,586	308,838	495,424
JUNE	193,546	251,842	251,747	347,060	357,517	399,827	386,641	606,023	425,253	419,214	465,244	483,975	468,241	494,196	296,987	466,174
JULY	216,792	216,195	231,239	353,025	332,653	368,941	409,635	430,780	493,991	534,203	667,615	410,100	471,363	548,338	299,381	526,324
AUGUST	215,571	247,118	247,238	296,808	327,584	323,401	499,754	554,171	567,129	520,970	583,042	443,808	576,008	571,304	316,306	539,026
SEPTEMBER	264,603	230,526	257,491	323,667	302,399	298,440	415,053	430,908	438,495	438,428	320,452	475,683	386,452	438,160	271,233	411,835
OCTOBER	180,875	240,996	262,401	312,245	275,610	351,888	370,945	384,033	440,640	518,768	524,875	429,967	526,558	480,679	278,918	496,169
NOVEMBER	203,813	208,715	217,831	342,691	448,834	299,882	370,405	489,535	383,653	461,484	371,112	419,740	468,559	532,440	274,759	450,667
DECEMBER	185,278	256,252	190,532	415,554	358,577	343,209	427,447	436,589	358,543	368,522	502,648	451,734	429,097	488,762	279,312	448,153
ANNUAL TOTAL	2,467,777	2,684,315	3,033,761	4,062,490	4,265,977	4,288,835	4,826,866	5,753,767	5,637,258	5,705,441	5,705,685	5,674,774	5,791,031	6,464,352	3,524,228	5,868,257
MONTHLY AVG	\$ 205,648	\$ 223,693	\$ 252,813	\$ 338,541	\$ 355,498	\$ 357,403	\$ 402,239	\$ 479,481	\$ 469,772	\$ 475,453	\$ 475,474	\$ 472,898	\$ 482,586	\$ 538,696	\$ 293,686	\$ 489,021
% OF INCREASE	19.80%	8.77%	13.02%	33.91%	5.01%	0.54%	12.54%	19.20%	-2.02%	1.21%	0.00%	-0.54%	1.50%	13.91%	10.51%	3.22%



**Town of Mansfield**  
**Workers' Compensation Fund**  
**Balance Sheet**  
**December 31, 2013**  
 (with comparative totals for December 31, 2012)

	<u>2014</u>	<u>2013</u>
<b>Assets</b>		
Cash and Cash Equivalents	\$ <u>129,220</u>	\$ <u>159,336</u>
Total Assets	<u>129,220</u>	<u>159,336</u>
 <b>Liabilities and Fund Balance</b>		
<b>Liabilities</b>		
Accounts Payable	<u>-</u>	<u>-</u>
Total Liabilities	<u>-</u>	<u>-</u>
Retained Earnings	<u>129,220</u>	<u>159,336</u>
Total Liabilities and Fund Balance	<u>\$ 129,220</u>	<u>\$ 159,336</u>

**Town of Mansfield**  
**Workers' Compensation Fund**  
**Comparative Statement of Revenues, Expenditures**  
**and Changes in Fund Balance**  
**December 31, 2013**  
(with comparative totals for December 31, 2012)

	<u>Budget</u> <u>2013/14</u>	<u>2014</u>	<u>2013</u>
<b>Revenues</b>			
Premium Income	\$ 480,000	\$ 480,530	\$ 448,130
CIRMA Equity Distribution	-	19,135	26,684
Total Revenues	<u>480,000</u>	<u>499,665</u>	<u>474,814</u>
<b>Expenditures</b>			
Workers' Compensation Insurance	<u>480,000</u>	<u>379,616</u>	<u>366,771</u>
Total Expenditures	<u>480,000</u>	<u>379,616</u>	<u>366,771</u>
Net Income (Loss)	-	120,049	108,043
Retained Earnings, July 1	<u>9,171</u>	<u>9,171</u>	<u>51,293</u>
Retained Earnings, Dec 31	<u>\$ 9,171</u>	<u>\$ 129,220</u>	<u>\$ 159,336</u>

**Town of Mansfield**  
**Management Services Fund**  
**Balance Sheet**  
**December 31, 2013**  
(with comparative totals for December 31, 2012)

	2014	2013
<b>Current Assets</b>		
Cash and Cash Equivalents	\$ 1,359,916	\$ 1,380,685
Due From Region/Town	-	435,000
Accounts Receivable, net	-	-
Inventory	9,701	10,908
Total Current Assets	1,369,618	1,826,593
<b>Fixed Assets</b>		
Land	145,649	145,649
Buildings	226,679	226,679
Office Equipment	2,183,156	1,966,087
Construction in Progress	104,653	-
Less: Accumulated Depreciation	(1,230,614)	(1,037,073)
Total Fixed Assets	1,429,523	1,301,342
Total Assets	2,799,141	3,127,935
<b>Liabilities and Retained Earnings</b>		
<b>Liabilities</b>		
Accounts Payable	606,283	736,002
Lease Purchase Payable	-	75,288
Total Liabilities	606,283	811,290
<b>Equity</b>		
Contributed Capital	146,000	146,000
Retained Earnings	2,046,857	2,170,645
Total Equity	2,192,857	2,316,645
Total Liabilities and Fund Balance	\$ 2,799,141	\$ 3,127,935

**Town of Mansfield  
Management Services Fund  
Estimated Statement of Revenues, Expenditures  
and Changes in Retained Earnings  
December 31, 2013**

	<u>Budget</u> 2013/14	<u>Actual</u> 2013/14	<u>Variance</u> <u>Favorable</u> <u>(Unfavorable)</u>
<b>Revenues</b>			
Mansfield Board of Education	\$ 112,720	\$ 77,635	\$ 35,085
Region 19	107,070	53,535	53,535
Town of Mansfield	41,880	20,940	20,940
Communication Service Fees	222,750	111,986	110,764
Copier Service Fees	225,000	103,152	121,848
Energy Service Fees	1,994,200	990,455	1,003,745
Rent	72,450	36,225	36,225
Rent - Telecom Tower	145,000	84,810	60,190
Sale of Supplies	38,000	28,514	9,486
CNR Fund	175,000	175,000	-
Postal Charges	87,140	43,570	43,570
USF Credits	28,340	-	28,340
Other	-	1,344	(1,344)
<b>Total Revenues</b>	<u>3,249,550</u>	<u>1,727,166</u>	<u>1,522,384</u>
<b>Expenditures</b>			
Salaries & Benefits	438,520	205,077	233,443
Training	8,950	1,600	7,350
Repairs & Maintenance	35,550	18,110	17,440
Professional & Technical	40,870	18,750	22,120
System Support	121,420	86,162	35,258
Copier Maintenance Fees	90,000	90,361	(361)
Communication Equipment	182,404	126,544	55,860
Supplies and Software Licensing	26,800	5,785	21,015
Equipment	163,000	91,385	71,615
Postage	73,000	37,829	35,171
Energy	1,909,000	1,145,690	763,310
Miscellaneous	55,000	90,865	(35,865)
<b>Sub-Total Expenditures</b>	<u>3,144,514</u>	<u>1,918,158</u>	<u>1,226,356</u>
Depreciation	186,600	96,150	90,450
Equipment Capitalized	(163,000)	(90,525)	(72,475)
<b>Total Expenditures</b>	<u>3,168,114</u>	<u>1,923,782</u>	<u>1,244,332</u>
<b>Net Income (Loss)</b>	81,436	(196,617)	278,053
Retained Earnings, July 1	<u>2,389,474</u>	<u>2,389,474</u>	<u>-</u>
Retained Earnings, Dec 31	<u>\$ 2,470,910</u>	<u>\$ 2,192,857</u>	<u>\$ 278,053</u>

**Town of Mansfield  
Cemetery Fund  
Balance Sheet  
December 31, 2013**  
(with comparative totals for December 31, 2012)

	<u>2014</u>	<u>2013</u>
<b>Assets</b>		
Cash and Cash Equivalents	\$ (159,402)	\$ (160,283)
Investments	<u>406,519</u>	<u>448,730</u>
Total Assets	<u><u>247,117</u></u>	<u><u>288,447</u></u>
 <b>Liabilities and Fund Balance</b>		
<b>Liabilities</b>		
Due to General Fund	<u>-</u>	<u>-</u>
Total Liabilities	<u>-</u>	<u>-</u>
 <b>Fund Balance</b>		
Reserve for Perpetual Care	250,000	250,000
Reserve for Non-Expendable Trust	1,200	1,200
Unreserved	<u>(4,083)</u>	<u>37,247</u>
Total Fund Balance	<u>247,117</u>	<u>288,447</u>
 Total Liabilities and Fund Balance	<u><u>\$ 247,117</u></u>	<u><u>\$ 288,447</u></u>

**Town of Mansfield  
Cemetery Fund  
Comparative Statement of Revenues, Expenditures  
and Changes in Fund Balance  
December 31, 2013  
(with comparative totals for December 31, 2012)**

	<u>Budget 2013/14</u>	<u>2014</u>	<u>2013</u>
<b>Revenues</b>			
Investment Income	\$ 15,000	\$ 5,806	\$ 2,307
Unrealized Gain/Loss on Investments	14,000	(3,231)	-
Sale of Plots	<u>2,400</u>	<u>2,100</u>	<u>900</u>
Total Revenues	<u>31,400</u>	<u>4,675</u>	<u>3,207</u>
<b>Expenditures</b>			
Salaries	6,200	2,542	2,536
Cemetery Maintenance	20,000	16,202	15,395
Mowing Service	<u>16,000</u>	<u>12,175</u>	<u>4,090</u>
Total Expenditures	<u>42,200</u>	<u>30,919</u>	<u>22,021</u>
Excess (Deficiency) of Revenues	(10,800)	(26,244)	(18,814)
Fund Balance, July 1	<u>307,261</u>	<u>273,361</u>	<u>307,261</u>
Fund Balance, Dec 31	<u>\$ 296,461</u>	<u>\$ 247,117</u>	<u>\$ 288,447</u>

**Town of Mansfield  
Investment Pool  
December 31, 2013**

	<u>Market Value June 30, 2013</u>	<u>Market Value Sep 30, 2013</u>	<u>Market Value Dec 31, 2013</u>	<u>Fiscal 13/14 Change In Value</u>
<b>Stock Funds</b>				
Fidelity Investments				
Select Utilities Growth	\$ 60,521.86	\$ 62,675.08	\$ 65,972.68	\$ 5,450.82
<b>Total Stock Funds</b>	<u>60,521.86</u>	<u>62,675.08</u>	<u>65,972.68</u>	<u>5,450.82</u>
<b>Bond Funds</b>				
Wells Fargo Advantage				
Wells Fargo Income Plus - Inv	69,124.56	69,653.02	69,883.65	759.09
T. Rowe Price				
U.S. Treasury Long	79,259.81	77,384.32	74,720.23	(4,539.58)
People's Securities				
U.S. Treasury Ntoes	66,969.89	66,978.44	66,987.92	18.03
Vanguard Investments				
GNMA Fund	345,115.38	349,372.52	347,368.52	2,253.14
<b>Total Bond Funds</b>	<u>560,469.64</u>	<u>563,388.30</u>	<u>558,960.32</u>	<u>(1,509.32)</u>
<b>Cash</b>				
Bank of America				
Money Market Reserves	5.80	-	-	(5.80)
<b>Total Cash</b>	<u>5.80</u>			<u>(5.80)</u>
<b>Total Investments</b>	<u>\$ 620,997.30</u>	<u>\$ 626,063.38</u>	<u>\$ 624,933.00</u>	<u>\$ 3,935.70</u>

**Town of Mansfield  
Investment Pool  
December 31, 2013**

	<b>Equity Percentage</b>	<b>Equity In Investments</b>
Cemetery Fund	65.050%	407,254.23
School Non-Expendable Trust Fund	0.092%	575.98
Compensated Absences Fund	34.858%	218,233.17
 Total Equity by Fund	 100.000%	 626,063.38

<b>Investments</b>	<b>Market Value</b>
<u>Stock Funds:</u>	
Fidelity - Select Utilities Growth	62,675.08
Sub-Total Stock Funds	62,675.08
 <u>Bond Funds:</u>	
Wells Fargo Advantage -Income Plus	69,653.02
T. Rowe Price - U. S. Treasury Long-Term	77,384.32
People's Securities, Inc. - U.S. Treasury Notes	66,978.44
Vanguard - GNMA Fund	349,372.52
Sub-Total Bond Funds	563,388.30
Total Investments	626,063.38

<b>Allocation</b>	<b>Amount</b>	<b>Percentage</b>
Stocks	62,675.08	10.01%
Bonds	563,388.30	89.99%
 Total Investments	 626,063.38	 100.00%

**Eastern Highlands Health District**  
**General Fund**  
**Balance Sheet**  
**December 31, 2013**  
(with comparative totals for December 31, 2012)

	2014	2013
<b>Assets</b>		
Cash and Cash Equivalents	\$ 445,980	\$ 375,769
Total Assets	445,980	375,769
<b>Liabilities and Fund Balance</b>		
<b>Liabilities</b>		
Accounts Payable	-	-
Total Liabilities	-	-
Fund Balance	445,980	375,769
Total Liabilities and Fund Balance	\$ 445,980	\$ 375,769

**Eastern Highlands Health District  
General Fund  
Comparative Statement of Revenues, Expenditures  
and Changes in Fund Balance  
December 31, 2013  
(with comparative totals for December 31, 2012)**

	Adopted Budget 2013/14	Amended Budget 2013/14	Estimated Actuals 2013/14	2014	Percent of Adopted Budget	2013
<b>Revenues</b>						
Member Town Contributions	\$ 377,560	\$ 377,560	\$ 377,560	\$ 188,789	50.0%	\$ 185,808
State Grants	151,850	151,850	151,850	151,852	100.0%	152,436
Septic Permits	30,500	30,500	30,500	16,735	54.9%	16,335
Well Permits	14,000	14,000	14,000	6,900	49.3%	6,404
Soil Testing Service	25,500	25,500	25,500	15,755	61.8%	14,635
Food Protection Service	55,000	55,000	55,000	7,531	13.7%	8,117
B100a Reviews	23,000	23,000	23,000	13,755	59.8%	11,875
Septic Plan Reviews	25,200	25,200	25,200	14,575	57.8%	14,580
Other Health Services	5,700	5,700	5,700	541	9.5%	1,961
Appropriation of Fund Balance	16,910	16,910	16,910	-	0.0%	-
<b>Total Revenues</b>	<u>725,220</u>	<u>725,220</u>	<u>725,220</u>	<u>416,433</u>	<u>57.4%</u>	<u>412,151</u>
<b>Expenditures</b>						
Salaries & Wages	562,150	562,150	562,150	268,136	47.7%	271,929
Grant Deductions	(96,050)	(96,050)	(96,050)	(51,991)	54.1%	(54,628)
Benefits	167,620	167,620	167,620	78,988	47.1%	79,496
Miscellaneous Benefits	6,550	6,550	6,550	2,963	45.2%	2,559
Insurance	15,800	15,800	15,800	1,654	10.5%	7,553
Professional & Technical Services	16,200	16,200	16,200	422	2.6%	7,768
Other Purchased Services	41,500	41,500	41,500	21,901	52.8%	19,726
Other Supplies	8,000	8,000	8,000	3,244	40.6%	4,383
Equipment - Minor	1,450	1,450	1,450	388	26.7%	195
<b>Total Expenditures</b>	<u>723,220</u>	<u>723,220</u>	<u>723,220</u>	<u>325,704</u>	<u>45.0%</u>	<u>338,980</u>
<b>Operating Transfers</b>						
Transfer to CNR Fund	2,000	2,000	2,000	-	0.0%	82,000
<b>Total Exp &amp; Oper Trans</b>	<u>725,220</u>	<u>725,220</u>	<u>725,220</u>	<u>325,704</u>	<u>44.9%</u>	<u>420,980</u>
Excess (Deficiency) of Revenues	-	-	-	90,729	0.0%	(8,830)
Fund Balance, July 1	355,251	355,251	355,251	355,251	100%	384,599
Fund Balance plus Cont. Capital, Dec 31	<u>\$ 355,251</u>	<u>\$ 118,781</u>	<u>\$ 118,781</u>	<u>\$ 445,980</u>	<u>126%</u>	<u>\$ 375,769</u>

**Eastern Highlands Health District**  
**Capital Non-Recurring Fund**  
**Balance Sheet**  
**December 31, 2013**  
(with comparative totals for December 31, 2012)

	<u>2014</u>	<u>2013</u>
<b>Assets</b>		
Cash and Cash Equivalents	\$ <u>128,797</u>	\$ <u>144,957</u>
Total Assets	<u>128,797</u>	<u>144,957</u>
 <b>Liabilities and Fund Balance</b>		
<b>Liabilities</b>		
Accounts Payable	<u>-</u>	<u>-</u>
Total Liabilities	<u>-</u>	<u>-</u>
Fund Balance	<u>128,797</u>	<u>144,957</u>
Total Liabilities and Fund Balance	\$ <u>128,797</u>	\$ <u>144,957</u>

**Eastern Highlands Health District**  
**Capital Non-Recurring Fund**  
**Comparative Statement of Revenues, Expenditures**  
**and Changes in Fund Balance**  
**December 31, 2013**  
(with comparative totals for December 31, 2012)

	<u>2014</u>	<u>2013</u>
<b>Revenues</b>		
State Grants	\$ -	\$ 82,000
Total Revenues	<u>-</u>	<u>82,000</u>
<b>Operating Transfers</b>		
General Fund	<u>-</u>	<u>-</u>
Total Operating Transfers	<u>-</u>	<u>-</u>
Total Rev & Oper Trans	<u>-</u>	<u>82,000</u>
<b>Expenditures</b>		
Professional & Technical Services	12,380	-
Vehicles	<u>-</u>	<u>(2,925)</u>
Total Expenditures	<u>12,380</u>	<u>(2,925)</u>
Excess (Deficiency) of Revenues	(12,380)	84,925
Fund Balance, July 1	<u>141,177</u>	<u>60,032</u>
Fund Balance plus Cont. Capital, Dec 31	<u>\$ 128,797</u>	<u>\$ 144,957</u>

**Mansfield Downtown Partnership**  
**Statement of Financial Position**  
**December 31, 2013**  
(with comparative totals for December 31, 2012)

	2014	2013
<b>Assets</b>		
Cash & Cash Equivalents	\$ 419,116	\$ 430,029
Accounts Receivable	900	900
Total Assets	420,016	430,929
<b>Liabilities</b>		
Accounts Payable	-	-
Total Liabilities	-	-
<b>Fund Balance</b>		
Contributed Capital	51,440	51,440
Unreserved	368,576	379,489
Total Fund Balance	420,016	430,929
<b>Total Liabilities and Fund Balance</b>	\$ 420,016	\$ 430,929

Mansfield Downtown Partnership  
Statement of Revenues, Expenditures and  
Changes in Fund Balance  
Since Inception

	Actual 2008/09	Actual 2009/10	Actual 2010/11	Actual 2011/12	Actual 2012/13	Adopted Budget 2013/14	Actual 12/31/2013
<b>Revenues</b>							
Intergovernmental							
Mansfield General Fund/CNR	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000
Uconn	125,000	125,000	125,000	125,000	125,000	125,000	-
Mansfield Capital Projects *	-	-	-	-	-	-	-
Leyland Share - Relocation	-	-	10,000	-	-	-	-
Membership Fees	22,440	20,199	16,983	16,778	17,463	15,000	1,540
Local Support	-	-	-	-	-	-	-
State Support	-	-	-	-	-	-	-
Contributions/Other	-	240	-	-	-	-	-
<b>Total Revenues</b>	<u>272,440</u>	<u>270,439</u>	<u>276,983</u>	<u>266,778</u>	<u>267,463</u>	<u>265,000</u>	<u>126,540</u>
<b>Operating Expenditures</b>							
Salaries and Benefits	133,679	135,713	147,126	170,810	182,066	191,880	94,328
Professional & Technical	27,202	28,893	71,561	61,608	78,617	55,700	13,615
Relocation Costs	-	-	-	-	-	-	-
Office Rental	17,584	15,918	15,040	8,000	7,810	7,970	3,983
Insurance	1,713	1,724	1,715	1,747	1,545	3,100	2,950
Purchased Services	8,157	6,666	6,612	9,641	8,716	13,000	4,998
Supplies & Services	2,783	3,257	3,000	1,276	1,380	1,900	2,254
Contingency	-	-	-	-	-	19,980	-
<b>Total Operating Expenditures</b>	<u>191,118</u>	<u>192,171</u>	<u>245,054</u>	<u>253,082</u>	<u>280,134</u>	<u>293,530</u>	<u>122,127</u>
<b>Operating Income/(Loss)</b>	81,322	78,268	31,929	13,696	(12,671)	(28,530)	4,413
<b>Fund Balance, July 1</b>	<u>98,059</u>	<u>179,381</u>	<u>257,649</u>	<u>289,578</u>	<u>303,274</u>	<u>290,603</u>	<u>290,603</u>
<b>Fund Balance, End of Period</b>	<u>\$ 179,381</u>	<u>\$ 257,649</u>	<u>\$ 289,578</u>	<u>\$ 303,274</u>	<u>\$ 290,603</u>	<u>\$ 262,073</u>	<u>\$ 295,016</u>
<b>Contribution Recap</b>							
	Actual 2008/09	Actual 2009/10	Actual 2010/11	Actual 2011/12	Actual 2012/13	Adopted Budget 2013/14	Actual 12/31/2013
Mansfield	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000
Mansfield Capital Projects	-	-	-	-	-	-	-
UCONN	125,000	125,000	125,000	125,000	125,000	125,000	-
<b>Total Contributions</b>	<u>\$ 250,000</u>	<u>\$ 125,000</u>					

Town of Mansfield  
Downtown Revitalization and Enhancement  
Project #84120 through #84134  
Estimated Statement of Revenues, Expenditures and  
Changes in Fund Balance  
Since Inception

	Budget	Actual
Operating Revenues		
Intergovernmental Revenues		
USDA Rural Development Grant	\$ 175,509	\$ 175,509
DECD STEAP Grants - I, II, III, IV	1,700,000	1,466,240
Urban Action Grant	2,500,000	808,059
DOT Grant # 77-217	1,172,800	-
Urban Action Grant/Rell	10,000,000	10,000,000
DOT Grant # 77-223	2,250,000	1,406,882
Federal Transit Authority (GHTD)	490,000	248,492
Omnibus Bill (DOT)	552,000	467,400
Federal Transit Authority (Bus Facility)	4,940,000	4,098,563
DECD Brownfield Remediation	450,000	-
Local Support (DECD grant)	115,640	55,535
Local Share - Bonds	302,000	302,000
Leyland Share (FTA Match & Other)	2,113,860	9,000
EDR Share	1,765,000	800,000
Reserve	372,000	372,000
Other	40,000	61,708
Total Operating Revenues	28,938,809	20,271,388
Operating Expenditures		
Downtown Revitalization & Enhancement:		
Salaries - Temporary	-	33,984
Legal Services	226,847	234,931
Legal Services - DECD Contract	7,442	2,442
Contracted Services	285,884	57,766
Architects & Engineers	2,141,943	1,892,208
Demolition	930,460	949,631
Environmental Remediation	70,022	79,559
Site Improvements	1,474,800	484,760
Construction Costs	21,152,318	20,373,927
Construction - Storrs Road	2,386,822	1,409,306
Construction - Walkway	222,271	222,271
Construction - Intermodal Center	-	1,111,277
Other	40,000	-
Total Operating Expenditures	28,938,809	26,852,062
Revenues Over/(Under) Expenditures *	-	(6,580,674)
Fund Balance, July 1	-	-
Fund Balance, End of Period	\$ -	\$ (6,580,674)

\* Due from other agencies (grants)

Town of Mansfield and Mansfield Board of Education  
 Serial Bond Summary (Schools and Town)  
 December 31, 2013

	Schools	Town	Total
Balance at July 1, 2013	\$ 1,105,000	\$ 1,880,000	\$ 2,985,000
Issued During Period	-	-	-
Retired During Period	-	-	-
Balance at December 31, 2013	<u>\$ 1,105,000</u>	<u>\$ 1,880,000</u>	<u>\$ 2,985,000</u>

Changes in Bonds and Notes Outstanding

	Serial Bonds	BAN's	Promissory Note	Total
Balance at July 1, 2013	\$ 2,985,000	-	-	\$ 2,985,000
Debt Issued	-	-	-	-
Debt Retired	-	-	-	-
Balance at December 31, 2013	<u>\$ 2,985,000</u>	<u>          </u>	<u>          </u>	<u>\$ 2,985,000</u>

Description	Original Amount	Payment Date		Bonds	BAN's	Promissory Note	Total
		P & I	I				
2004 Town Taxable Gen. Obligation Bond	\$ 2,590,000	6/01	12/01	-	-	-	-
2004 Town General Obligation Bond	940,000	6/01	12/01	80,000	-	-	80,000
2004 Town General Obligation Bond	725,000	6/01	12/01	65,000	-	-	65,000
2011 Town General Obligation Bond	1,485,000	3/01	09/01	1,485,000	-	-	1,485,000
2011 Town Sewer Purpose Bond	330,000	3/01	09/01	330,000	-	-	330,000
2011 School General Obligation Bond	1,025,000	3/01	09/01	1,025,000	-	-	1,025,000
2011 Town Sewer Purpose Bond	<u>\$ 7,095,000</u>			<u>\$ 2,985,000</u>	<u>          </u>	<u>          </u>	<u>\$ 2,985,000</u>

**Town of Mansfield  
Detail of Outstanding Debt  
Schools and Town  
December 31, 2013**

	Inception Balance	2014
<b>Schools</b>		
2004 General Obligation Bonds:		
MMS IRC	\$ 940,000	\$ 80,000
2011 General Obligation Bonds:		
MMS Heating Conversion	1,025,000	1,025,000
	1,965,000	1,105,000
Schools Outstanding Debt		
<b>Town</b>		
Consists of -		
2004 Taxable General Obligation Bonds:		
Community Center	2,590,000	-
2004 General Obligation Bonds:		
Library Renovations	725,000	65,000
2011 General Obligation Bonds:		
Community Center Air Conditioning	173,620	173,620
Hunting Lodge Road Bikeway	105,250	105,250
Salt Storage Shed	263,130	263,130
Storrs Rd/Flaherty Rd Streetscape Improvements	302,000	302,000
Various Equipment Purchases	93,000	93,000
Facility Improvements	40,000	40,000
Transportation Facility Improvements	130,000	130,000
Stone Mill Rd/Laurel Lane Bridge Replacements	378,000	378,000
2011 Sewer Purpose Obligation Bonds:		
Four Corners Sewer & Water Design	330,000	330,000
	5,130,000	1,880,000
Town Outstanding Debt		
<b>Total Debt Outstanding</b>	<b>\$ 7,095,000</b>	<b>\$ 2,985,000</b>

Town of Mansfield  
Summary of Investments  
December 31, 2013

**Capital Projects Fund**

Institution	Principal	Rate of Interest (%)	Date of Purchase	Date of Maturity	Accrued Interest @ 12/31/13
State Treasurer	\$ -	-	Various	Various	\$ -
Total Accrued Interest @ 12/31/13					\$ -
Interest Received 7/1/13 - 12/31/13					<u>-</u>
Total Interest, Capital Fund @ 12/31/13					<u><u>\$ -</u></u>

**Health Insurance Fund**

Institution	Principal	Rate of Interest	Date of Purchase	Date of Maturity	Accrued Interest @ 12/31/13
MBIA - Class	\$ 1,257,990	0.020	Various	Various	\$ -
State Treasurer	\$ 3,140,527	0.150	Various	Various	\$ 406
Total Accrued Interest @ 12/31/13					\$ 406
Interest Received 7/1/13 - 12/31/13					<u>1,589</u>
Total Interest, Health Insurance Fund @ 12/31/13					<u><u>\$ 1,995</u></u>

**All Other Funds**

Institution	Principal	Rate of Interest	Date of Purchase	Date of Maturity	Accrued Interest @ 12/31/13
State Treasurer	\$ 9,428,588	0.150	Various	Various	\$ 1,230
Total Accrued Interest @ 12/31/13					\$ 1,230
Interest Received 7/1/13 - 12/31/13					<u>5,526</u>
Total Interest, General Fund, 12/31/13					<u><u>\$ 6,756</u></u>

Town of Mansfield  
Memo

Date: January 7, 2014  
 To: Matt Hart, Town Manager  
 Cherie Trahan, Director of Finance  
 From: Christine Gamache, Collector of Revenue  
 Subject: Amounts and % of Collections for 7/1/13 to 12/31/2013 comparable to 7/1/12 to 12/31/2012 and 7/1/11 to 9/12/31/2011

	GRAND LIST			PAID	% PAID	DELINQUENT	
	2012	ADJUSTMENTS	ADJUSTED LIST			BALANCE	% OPEN
RE	\$ 24,454,815	\$ (125,007)	\$ 24,329,808	\$ (15,277,806)	62.8%	\$ 9,052,003	37.2%
STORRS CENTER RE	391,674	78,297	469,971	(322,218)	68.6%	147,753	31.4%
PER	1,043,126	(1,306)	1,041,820	(670,488)	64.4%	371,332	35.6%
MV	2,060,254	(29,638)	2,030,616	(1,862,711)	91.7%	167,904	8.3%
DUE	27,949,868	(77,654)	27,872,215	(18,133,223)	65.1%	9,738,992	34.9%
MVS	243,555	622	244,177	(37,977)	15.6%	206,200	84.4%
TOTAL	\$ 28,193,423	\$ (77,032)	\$ 28,116,392	\$ (18,171,200)	64.6%	\$ 9,945,192	35.4%

PRIOR YEARS COLLECTION  
July 1, 2013 to June 30, 2014

Suspense Collections	\$ 9,616	Suspense Interest Less Fees	\$ 8,667
Prior Years Taxes	211,107	Interest and Lien Fees	92,885
	<u>\$ 220,723</u>		<u>\$ 101,552</u>

	GRAND LIST			PAID	% PAID	OPEN BALANCE	
	2011	ADJUSTMENTS	ADJUSTED LIST				% OPEN
RE	\$ 23,661,407	\$ 93,378	\$ 23,754,785	(14,641,422)	61.6%	\$ 9,113,363	38.4%
STORRS CENTER 1ST	54,160.38	96,243	150,403	(118,236.36)	78.6%	32,167	21.4%
PER	907,292	(3,277)	904,015	(557,855)	61.7%	346,160	38.3%
MV	1,995,020	(29,959)	1,965,061	(1,773,185)	90.2%	191,876	9.8%
DUE	26,617,880	156,385	26,774,265	(17,090,699)	63.8%	9,683,566	36.2%
MVS	253,072	(2,551)	250,521	(40,012)	16.0%	210,510	84.0%
TOTAL	\$ 26,870,952	\$ 153,834	\$ 27,024,786	(17,130,711)	63.4%	\$ 9,894,075	36.6%

PRIOR YEARS COLLECTION  
July 1, 2012 to June 30, 2013

Suspense Collections	\$ 4,954.60	Suspense Interest Less Fees	\$ 4,033.66
Prior Years Taxes	148,864.33	Interest and Lien Fees	72,974.85
	<u>\$ 153,818.93</u>		<u>\$ 77,008.51</u>

	GRAND LIST			PAID	% PAID	OPEN BALANCE	
	2010	ADJUSTMENTS	ADJUSTED LIST				% OPEN
RE	\$ 23,230,929	\$ (96,290)	\$ 23,134,639	(13,600,917)	58.8%	\$ 9,533,722	41.2%
STORRS CENTER 1ST	27,995	26,037	54,032	(28,675)	53.1%	25,357	46.9%
PER	887,978	(947)	887,031	(579,960)	65.4%	307,072	34.6%
MV	1,866,225	(45,990)	1,820,235	(1,638,146)	90.0%	182,089	10.0%
DUE	26,013,127	(117,190)	25,895,938	(15,847,699)	61.2%	10,048,239	38.8%
MVS	211,218	(2,054)	209,164	(31,430)	15.0%	177,734	85.0%
TOTAL	\$ 26,224,345	\$ (145,281)	\$ 26,051,069	(15,850,454)	60.8%	\$ 10,200,616	39.2%

PRIOR YEARS COLLECTION  
July 1, 2011 to June 30, 2012

Suspense Collections	\$ 6,636.97	Suspense Interest	\$ 4,382.13
Prior Years Taxes	58,694.90	Interest and Lien Fees	58,832.97
	<u>\$ 65,331.87</u>		<u>\$ 63,215.10</u>

The 2nd quarter of tax collections is ahead of previous years. We are continuing to see better effort by previously past due taxpayers as they recover from this economy. The tax office additionally has been quickened in sending out demand notices warning of next collection actions which has helped taxpayers pay more timely. Of the amounts collected in all areas of collections \$210K were paid using our online payment system.

Town of Mansfield  
Capital Projects - Open Space  
December 31, 2013

	Acreage	Total Budget	Expended Thru 6/30/2013	Current Year Expenditures	Estimated Unexpended Balance	Anticipated Grants
Expenditures Prior to 92/93	-	\$ 4,409,389	\$ 130,794	-	-	-
<b>UNALLOCATED COSTS:</b>						
Appraisal Fees - Various	-	-	17,766	21,900	-	-
Financial & Legal Fees	-	-	24,134	-	-	-
Survey, Inspections & Miscellaneous	-	-	9,402	-	-	-
Outdoor Maintenance	-	-	13,952	-	-	-
Major Additions - Improvements	-	-	3,000	-	-	-
Forest Stewardship-50' Cliff Preserve	-	-	3,852	-	-	-
Parks Coordinator	-	-	103,604	-	-	-
<b>PROPERTY PURCHASES:</b>						
Bassetts Bridge Rd Lots 1,2,3	8.23	-	128,439	-	-	-
Baxter Property	25.80	-	163,330	-	-	-
Bodwell Property	6.50	-	42,703	-	-	-
Boettiger, Orr, Parish Property	106.00	-	101,579	-	-	-
Dorwart Property	61.00	-	342,482	-	-	-
Dunnack Property	32.00	-	35,161	-	-	-
Eaton Property	8.60	-	162,236	-	-	-
Ferguson Property	1.19	-	31,492	-	-	-
Fesik Property	7.40	-	7,636	-	-	-
Hatch/Skinner Property	35.33	-	291,780	-	-	-
Holinko Property	18.60	-	62,576	-	-	-
Larkin Property	11.70	-	24,202	-	-	-
Laugardia Property - Dodd Rd.	-	-	5,700	-	-	-
Lion's Club Park	-	-	81,871	-	-	-
Malek Property	-	-	25,500	-	-	-
Marshall Property	17.00	-	17,172	-	-	-
McGregor Property	2.10	-	8,804	-	-	-
McShea Property	-	-	1,500	-	-	-
* Merrow Meadow Park Develop.	15.00	-	-	-	-	-
Morneau Property	-	-	4,310	-	-	-
Moss Property	134.50	-	100,000	-	-	-
Muiberry Road (Joshua's Trust)	5.90	-	12,500	-	-	-
Mullane Property (Joshua's Trust)	17.00	-	10,000	-	-	-
Olsen Property	59.75	-	104,133	-	-	-
Ossen - Birchwood Heights Property	-	-	500	-	-	-
Porter Property	6.70	-	135,466	-	-	-
Reed Property	23.70	-	69,527	-	-	-
Rich Property	102.00	-	283,322	-	-	-
Sibley Property	50.57	-	90,734	-	-	-
Swanson Property (Browns Rd)	29.00	-	64,423	-	-	-
Thompson/Swaney Prop. (Bone Mill)	-	-	1,500	-	-	-
Torrey Property	29.50	-	91,792	-	-	-
Vernon Property	3.00	-	31,732	-	-	-
Estate of Vernon - Property	68.41	-	257,996	-	-	-
Warren Property	6.80	-	24,638	-	-	-
Watts Property	23.50	-	92,456	-	-	-
	<u>916.78</u>	<u>\$ 4,409,389</u>	<u>\$ 3,215,696</u>	<u>\$ 21,900</u>	<u>\$ 1,171,793</u>	<u>\$ -</u>

Project Name		Breakdown of Expenditures of Prior to 92/93	
85105 - Local Funds 90/91 - 03/04	\$1,902,855	White Cedar Swamp - Purchase	\$50,000
85105 - Local Support June 15, 2001	5,000	Appraisal Fees	250
85105 - State Support - Rich Property	60,000	Financial Fees	5,457
85105 - State Support - Hatch/Skinner Property	126,000	Miscellaneous Costs	605
85105 - State Support - Olsen Property	50,000	Unidentifiable (Prior 89/90)	74,478
85105 - State Support - Vernon Property	113,000		<u>\$130,790</u>
85105 - State Support - Dorwart Property	112,534		
85114 - Bonded Funds	1,000,000		
85107 - Authorized Bonds 2010/11	1,040,000		
	<u>\$4,409,389</u>		

\*The Merrow Meadow Park property was donated to us. Funds were expended to improve the property, supported partially by a State grant in the amount of \$63,600.

**TOWN OF MANSFIELD  
BOARD OF EDUCATION  
RECAP OF SPECIAL EDUCATION REVENUES AND EXPENDITURES**

As of December 31, 2013

**REVENUE:**

TUITION REVENUE:

RECEIVED TO DATE	-	
OUTSTANDING RECEIVABLE	11,400.00	
TOTAL TUITION REVENUE	<u>11,400.00</u>	
 EXCESS COST & STATE AGENCY GRANT	 115,529.00	
SERVICES FOR THE BLIND	-	
MEDICAID REIMBURSEMENT PROGRAM	36,998.81	
 TOTAL REVENUES		 163,927.81

**EXPENDITURES:**

TUITION PAYMENTS 112-61600-xxxxx-52		
BUDGET	50,000.00	
ANTICIPATED EXPENDITURES	<u>(402,983.38)</u>	
	(352,983.38)	
 OCCUPATIONAL & PHYSICAL THERAPY 112-62104-xxxxx-52		
BUDGET	230,500.00	
ANTICIPATED EXPENDITURES	<u>(220,987.25)</u>	
	9,512.75	
 TRANSPORTATION 112-62802-53910-52		
BUDGET	132,000.00	
ANTICIPATED EXPENDITURES	<u>(142,942.92)</u>	
	(10,942.92)	
 TOTAL EXPENDITURES BALANCE - UNDER (OVER)		 (354,413.55)
 TOTAL BALANCE UNDER (OVER) BUDGET		 <u><u>(190,485.74)</u></u>

MAINTENANCE PROJECTS - CAPITAL 86260

Date	Project Description	Status	Paid	Encumbered	Total Estimated Project Cost	Account Balance
7/1/2012	12/13 Beginning Balance					101,587
1	Anderts Carpet Service Replace MMS & SE portable classroom carpets	Completed	23,223		23,223	78,364
2	Anderts Carpet Service Rebinding carpets MMS, SE, Goodwin, and replace bathroom flooring in SE portable.	Completed	5,968		5,968	72,396
3	Major Electric Repairs to generator at MMS	Completed	921		921	71,475
4	Willimantic Winnelson Repairs to MCC generator	Completed	157		157	71,319
5	Tennett Tree Service Removal of trees at MMS	Completed	2,000		2,000	69,319
6	Woodland Building & Revoations MCC shower stall replacements	Completed	7,851		7,851	61,468
7	Kittredge Equipment Freezer	Completed	5,368		5,368	56,100
8	New England Door Closer Library	Completed	1,859		1,859	54,241
9	American DG Energy Beckwith Installation	Completed	3,500		3,500	50,741
10	Professional Lock Security Locks for all schools	Completed	11,000	-	11,000	39,741
11	Andert's Carpet Service Library	Open	1,494	6,011	7,505	32,236
12	Signs Plus Security signs for all schools	Completed	1,920	-	1,920	30,316
13	Willimantic Winnelson Goodwin water heater	Completed	3,141	-	3,141	27,174
14	Pats Power Equipment Blower	Completed	2,699	-	2,699	24,475
15	Silva Engineering Design of atrium doors at Southeast	Completed	4,000	-	4,000	20,475
16	SB Church Vinton well repairs	Completed	7,130	2,000	9,130	11,345
17	A-1 Line Striping MMS and Vinton parking lots	Completed	2,192	-	2,192	9,154
18	Johnstone Supply 3 heat pumps Sr Ctr dining room	Completed	9,568	-	9,568	(414)
19	Numbers & Letters Labels for outside entrances (school security)	Completed	2,148	-	2,148	(2,562)
7/1/2013	13/14 Appropriation \$35,000					32,438
20	Woodland Building & Renovations Tile - MCC	Completed	7,693	-	7,693	24,745
21	Bell/Simons Companies Compressor - Library	Completed	1,508	-	1,508	23,237
22	Woodland Building & Renovations Family Changing Room Shower-MCC	Completed	3,925	-	3,925	19,312
23	Mansfield Supply Senior Center A/C	Completed	238		238	19,073
24	SB Church Vinton well repairs	Cancel prior year encumbrance		(2,000)	(2,000)	21,073
25	Willimantic Winnelson Plumbing/Electrical supplies MCC Generator	Cancel prior year encumbrance		(2,500)	(2,500)	23,573
26	Overhead Door Repairs/Installation PW & Maint. Shop Doors	Cancel prior year encumbrance		(235)	(235)	23,808
27	Laroche Builders Gutters/Downspouts - Library	Completed	6,201		6,201	17,607

Town of Mansfield  
 Monthly Revenue Summary by Source  
 December 31, 2013

Account and Description	Appropriation	Approp Adj	Debit Amounts	Credit Amounts	Ending Balance	%Recd	Activity
<b>Taxes and Related Items</b>							
40101 Current Year Levy	\$ (26,929,834)	-	\$ 26,799	\$ 18,160,022	\$ (8,796,611)	67.34	\$ 18,133,223
40102 Prior Year Levy	(175,000)	-	25,739	238,657	37,918	121.67	212,918
40103 Interest & Lien Fees	(135,000)	-	612	93,438	(42,174)	68.76	92,826
40104 Motor Vehicle Supplement	(165,000)	-	1,734	39,711	(127,023)	23.02	37,977
40105 Susp. Coll. Taxes - Trnsc.	(6,000)	-	193	9,809	3,616	160.27	9,616
40106 Susp. Coll. Int. - Trnsc.	(4,000)	-	5	8,672	4,667	216.67	8,667
40109 Collection Fees	-	-	8	416	408	-	408
40110 Current Yr Levy - Storrs Ctr	(741,400)	-	-	-	(741,400)	-	-
40111 Current Yr Levy-Storrs Ctr-Abatement	321,000	-	-	-	321,000	-	-
<b>Total Taxes and Related Items</b>	<b>(27,835,234)</b>	<b>-</b>	<b>55,090</b>	<b>18,550,725</b>	<b>(9,339,599)</b>	<b>66.45</b>	<b>18,495,635</b>
<b>Licenses and Permits</b>							
40201 Misc Licenses & Permits	(2,440)	-	-	2,029	(411)	83.16	2,029
40202 Sport Licenses	(300)	-	18	94	(224)	25.33	76
40203 Dog Licenses	(8,000)	-	(613)	2,347	(5,040)	37.00	2,960
40204 Conveyance Tax	(150,000)	-	-	70,408	(79,592)	46.94	70,408
40210 Subdivision Permits	(2,000)	-	-	2,000	-	100.00	2,000
40211 Zoning/Special Permits	(18,000)	-	-	7,021	(10,980)	39.00	7,021
40212 Zba Applications	(2,000)	-	-	1,200	(800)	60.00	1,200
40214 Iwa Permits	(2,750)	-	-	555	(2,195)	20.18	555
40224 Road Permits	(550)	-	-	550	-	100.00	550
40230 Building Permits	(170,000)	-	65	114,914	(55,151)	67.56	114,849
40231 Adm Cost Reimb-permits	(150)	-	-	128	(22)	85.33	128
40232 Housing Code Permits	(86,000)	-	-	53,595	(32,405)	62.32	53,595
40233 Housing Code Penalties	(1,100)	-	-	100	(1,000)	9.09	100
40234 Landlord Registrations	(1,300)	-	25	1,810	485	137.31	1,785
<b>Total Licenses and Permits</b>	<b>(444,590)</b>	<b>-</b>	<b>(506)</b>	<b>256,749</b>	<b>(187,335)</b>	<b>57.86</b>	<b>257,255</b>
<b>Federal Support - Education</b>							
40369 FEMA Grant	-	-	-	50,321	50,321	-	50,321
<b>Total Federal Support - Education</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>50,321</b>	<b>50,321</b>	<b>-</b>	<b>50,321</b>

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Town of Mansfield  
 Monthly Revenue Summary by Source  
 December 31, 2013

<u>Account and Description</u>	<u>Appropriation</u>	<u>Approp Adj</u>	<u>Debit Amounts</u>	<u>Credit Amounts</u>	<u>Ending Balance</u>	<u>%Recd</u>	<u>Activity</u>
<b>Federal Support - Gov</b>							
40357 Social Serv Block Grant	(3,470)	-	-	1,735	(1,735)	50.00	1,735
<b>Total Federal Support - Gov</b>	<b>(3,470)</b>	<b>-</b>	<b>-</b>	<b>1,735</b>	<b>(1,735)</b>	<b>50.00</b>	<b>1,735</b>
<b>State Support - Education</b>							
40401 Education Assistance	(10,168,360)	-	-	2,542,090	(7,626,270)	25.00	2,542,090
40402 School Transportation	(105,730)	-	-	-	(105,730)	-	-
<b>Total State Support - Education</b>	<b>(10,274,090)</b>	<b>-</b>	<b>-</b>	<b>2,542,090</b>	<b>(7,732,000)</b>	<b>24.74</b>	<b>2,542,090</b>
<b>State Support - Gov</b>							
40451 Pilot - State Property	(6,601,680)	-	-	6,784,862	183,182	102.78	6,784,862
40454 Circuit Crt-parking Fines	(500)	-	150	400	(250)	50.00	250
40455 Circuit Breaker	(53,360)	-	-	-	(53,360)	-	-
40456 Tax Relief For Elderly	(2,000)	-	-	45,610	43,610	2,281	45,610
40457 Library - Connecticutcard/ill	(13,790)	-	-	-	(13,790)	-	-
40458 Library - Basic Grant	(1,230)	-	-	-	(1,230)	-	-
40460 Boat Reimbursement	(2,500)	-	-	-	(2,500)	-	-
40462 Disability Exempt Reimb	(1,200)	-	-	1,330	130	110.82	1,330
40465 Emerg Mgmt Performance Grant	(14,500)	-	25,234	-	(39,734)	(174.03)	(25,234)
40469 Veterans Reimb	(7,930)	-	-	6,607	(1,323)	83.32	6,607
40470 State Revenue Sharing	(248,820)	-	-	281,154	32,334	113.00	281,154
40485 State Support - Other	-	-	-	625,545	625,545	-	625,545
40494 Judicial Revenue Distribution	(9,000)	-	-	4,761	(4,239)	52.90	4,761
40496 Pilot-holinko Estates	-	-	8,876	8,876	-	-	-
40551 Pilot - Senior Housing	-	-	17,000	17,447	447	-	447
<b>Total State Support - Gov</b>	<b>(6,956,510)</b>	<b>-</b>	<b>51,260</b>	<b>7,776,593</b>	<b>768,823</b>	<b>111.05</b>	<b>7,725,333</b>
<b>Charges for Services</b>							
40605 Region 19 Financial Serv	(93,790)	-	-	46,895	(46,895)	50.00	46,895
40606 Health District Services	(27,000)	-	-	13,500	(13,500)	50.00	13,500
40610 Recording	(60,000)	-	-	32,758	(27,242)	54.60	32,758
40611 Copies Of Records	(12,100)	-	-	6,254	(5,846)	51.68	6,254

Town of Mansfield  
 Monthly Revenue Summary by Source  
 December 31, 2013

<u>Account and Description</u>	<u>Appropriation</u>	<u>Approp Adj</u>	<u>Debit Amounts</u>	<u>Credit Amounts</u>	<u>Ending Balance</u>	<u>%Recd</u>	<u>Activity</u>
40612 Vital Statistics	(11,000)	-	-	6,660	(4,340)	60.55	6,660
40613 Sale Of Maps/regs	(100)	-	-	25	(75)	25.00	25
40620 Police Service	(96,000)	-	37,333	15,191	(118,142)	(23.06)	(22,142)
40622 Redemption/Release Fees	(1,000)	-	-	850	(150)	85.00	850
40625 Animal Adoption Fees	(900)	-	74	320	(654)	27.33	246
40641 Fines on Overdue Books	(11,800)	-	-	4,845	(6,955)	41.06	4,845
40644 Parking Plan Review Fee	(1,000)	-	-	385	(615)	38.50	385
40650 Blue Prints	(200)	-	-	125	(75)	62.50	125
40656 Reg Dist 19 Grnds Mntnce	(12,000)	-	-	8,550	(3,450)	71.25	8,550
40663 Zoning Regulations	(200)	-	-	10	(190)	5.00	10
40671 Day Care Grounds Maintenance	(12,400)	-	-	6,200	(6,200)	50.00	6,200
40674 Charge for Services	(3,000)	-	-	742	(2,258)	24.74	742
40678 Celeron Sq Assoc Bikepath Main	(2,700)	-	-	2,700	-	100.00	2,700
40684 Cash Overage/Shortage	-	-	10	-	(10)	-	(10)
40699 Fire Safety Code Fees	(16,000)	-	-	12,140	(3,861)	75.87	12,140
<b>Total Charges for Services</b>	<b>(361,190)</b>	<b>-</b>	<b>37,417</b>	<b>158,149</b>	<b>(240,457)</b>	<b>33.43</b>	<b>120,733</b>
<b>Fines and Forfeitures</b>							
40702 Parking Tickets - Town	(4,500)	-	81	2,753	(1,828)	59.38	2,672
40705 Town Parking Fines - Storrs Center	-	-	207	5,463	5,256	-	5,256
40710 Building Fines	(1,000)	-	-	-	(1,000)	-	-
40711 Landlord Registration Penalty	(90)	-	-	-	(90)	-	-
40713 Nuisance Ordinance	(9,000)	-	-	5,910	(3,090)	65.66	5,910
40715 Ordinance Violation Penalty	(1,380)	-	-	6,663	5,283	482.81	6,663
40716 Noise Ordinance Violation	(300)	-	-	616	316	205.33	616
40717 Possession Alcohol Ordinance	(30,000)	-	90	8,355	(21,735)	27.55	8,265
40718 Open Liquor Container Ordin	(3,000)	-	180	8,530	5,350	278.33	8,350
<b>Total Fines and Forfeitures</b>	<b>(49,270)</b>	<b>-</b>	<b>558</b>	<b>38,290</b>	<b>(11,538)</b>	<b>76.58</b>	<b>37,732</b>
<b>Miscellaneous</b>							
40804 Rent - Historical Soc	(2,000)	-	-	2,100	100	105.00	2,100
40807 Rent - Town Hall	(7,580)	-	-	4,283	(3,297)	56.50	4,283
40808 Rent - Senior Center	(100)	-	-	-	(100)	-	-
40817 Telecom Services Payment	(55,000)	-	-	-	(55,000)	-	-

Town of Mansfield  
 Monthly Revenue Summary by Source  
 December 31, 2013

<u>Account and Description</u>	<u>Appropriation</u>	<u>Approp Adj</u>	<u>Debit Amounts</u>	<u>Credit Amounts</u>	<u>Ending Balance</u>	<u>%Recd</u>	<u>Activity</u>
40820 Interest Income	(25,000)	-	3,653	10,111	(18,542)	25.83	6,458
40824 Sale Of Supplies	(20)	-	-	24	4	120.00	24
40825 Rent - R19 Maintenance	(2,790)	-	-	2,790	-	100.00	2,790
40890 Other	(2,500)	-	209	2,413	(296)	88.18	2,204
<b>Total Miscellaneous</b>	<b>(94,990)</b>	<b>-</b>	<b>3,861</b>	<b>21,721</b>	<b>(77,130)</b>	<b>18.80</b>	<b>17,860</b>
<b>Operating Transfers In</b>							
40928 School Cafeteria	(2,500)	-	-	2,550	50	102.00	2,550
<b>Total Operating Transfers In</b>	<b>(2,500)</b>	<b>-</b>	<b>-</b>	<b>2,550</b>	<b>50</b>	<b>102.00</b>	<b>2,550</b>
<b>Total 111 General Fund - Town</b>	<b>\$ (46,021,844)</b>	<b>\$ -</b>	<b>\$ 147,680</b>	<b>\$ 29,398,924</b>	<b>\$ (16,770,600)</b>	<b>\$ 63.56</b>	<b>\$ 29,251,244</b>

Town of Mansfield  
Monthly Expenditure Summary by Activity  
December 31, 2013

Account and Description	Appropriation	Approp Adj	Encumbrances	Expenditures	Remaining Balance	% Used
<b>General Government</b>						
11100 Legislative	\$ 88,150	\$ -	\$ 10,387	\$ 52,266	\$ 25,497	71.08
12100 Municipal Management	208,760	-	-	107,215	101,545	51.36
12200 Human Resources	140,650	-	25	81,883	58,742	58.24
13100 Town Attorney	42,500	-	17,500	21,182	3,818	91.02
13200 Probate	5,120	-	-	5,123	(3)	100.05
14200 Registrars	60,625	(11,700)	-	15,054	33,871	30.77
15100 Town Clerk	222,120	-	9,092	109,892	103,136	53.57
15200 General Elections	19,400	-	-	10,266	9,134	52.92
16100 Finance Administration	120,440	1,030	-	63,093	58,377	51.94
16200 Accounting & Disbursements	172,630	(6,130)	-	89,248	77,252	53.60
16300 Revenue Collections	163,190	-	-	108,007	55,183	66.19
16402 Property Assessment	218,230	-	-	100,828	117,402	46.20
16510 Central Copying	39,000	-	-	37,870	1,130	97.10
16511 Central Services	34,000	-	231	26,302	7,467	78.04
16600 Information Technology	11,150	-	-	11,150	-	100.00
30900 Facilities Management	907,080	25,890	16,479	499,609	416,883	55.32
<b>Total General Government</b>	<b>2,453,045</b>	<b>9,090</b>	<b>53,714</b>	<b>1,338,988</b>	<b>1,069,433</b>	<b>56.57</b>
<b>Public Safety</b>						
21200 Police Services	1,167,850	-	1,198	75,836	1,090,816	6.60
21300 Animal Control	92,950	-	-	44,163	48,787	47.51
22101 Fire Prevention	132,805	4,420	11,790	82,265	43,170	68.54
22155 Fire & Emerg Services Admin	221,020	-	113	78,888	142,019	35.74
22160 Fire & Emergency Services	1,601,565	23,260	45,362	879,349	700,114	56.91
23100 Emergency Management	58,920	190	-	29,598	29,512	50.07
<b>Total Public Safety</b>	<b>3,275,110</b>	<b>27,870</b>	<b>58,462</b>	<b>1,190,100</b>	<b>2,054,418</b>	<b>37.80</b>

Town of Mansfield  
 Monthly Expenditure Summary by Activity  
 December 31, 2013

<u>Account and Description</u>	<u>Appropriation</u>	<u>Approp Adj</u>	<u>Encumbrances</u>	<u>Expenditures</u>	<u>Remaining Balance</u>	<u>% Used</u>
<b>Public Works</b>						
30100 Public Works Administration	85,560	6,150	-	70,655	21,055	77.04
30200 Supervision & Operations	121,860	-	717	58,813	62,330	48.85
30300 Road Services	687,300	4,850	124	359,034	332,992	51.89
30400 Grounds Maintenance	384,085	(21,230)	2,031	183,219	177,605	51.05
30600 Equipment Maintenance	612,070	(1,660)	12,905	315,227	282,279	53.76
30700 Engineering	201,660	-	-	109,371	92,289	54.24
<b>Total Public Works</b>	<b>2,092,535</b>	<b>(11,890)</b>	<b>15,777</b>	<b>1,096,319</b>	<b>968,549</b>	<b>53.45</b>
<b>Community Services</b>						
42100 Adult & Administrative Services	320,940	(8,510)	-	246,597	65,833	78.93
42204 Youth Employment - Middle Sch	2,000	-	-	336	1,664	16.80
42210 Youth Services	167,210	(2,330)	-	84,519	80,361	51.26
42300 Senior Services	209,580	16,730	-	105,517	120,793	46.63
43100 Library Services	674,560	-	5,932	331,971	336,658	50.09
45000 Contributions To Area Agency	308,520	-	122,160	161,858	24,501	92.06
<b>Total Community Services</b>	<b>1,682,810</b>	<b>5,890</b>	<b>128,092</b>	<b>930,798</b>	<b>629,810</b>	<b>62.70</b>
<b>Community Development</b>						
30800 Building Inspection	175,230	-	-	88,435	86,795	50.47
30810 Housing Inspection	110,280	-	-	53,503	56,777	48.52
51100 Planning & Development	234,550	-	-	112,147	122,403	47.81
52100 Planning/Zoning Inland/Wetlnd	9,680	-	-	3,982	5,698	41.14
58000 Boards and Commissions	6,400	-	-	1,420	4,980	22.19
<b>Total Community Development</b>	<b>536,140</b>	<b>-</b>	<b>-</b>	<b>259,487</b>	<b>276,653</b>	<b>48.40</b>
<b>Town-Wide Expenditures</b>						
71000 Employee Benefits	2,322,820	-	67,004	1,349,778	906,038	60.99

Town of Mansfield  
 Monthly Expenditure Summary by Activity  
 December 31, 2013

<u>Account and Description</u>	<u>Appropriation</u>	<u>Approp Adj</u>	<u>Encumbrances</u>	<u>Expenditures</u>	<u>Remaining Balance</u>	<u>% Used</u>
72000 Insurance (LAP)	133,160	-	32,637	108,093	(7,569)	105.68
73000 Contingency	55,000	(30,960)	-	-	24,040	0.00
<b>Total Town-Wide Expenditures</b>	<b>2,510,980</b>	<b>(30,960)</b>	<b>99,641</b>	<b>1,457,871</b>	<b>922,509</b>	<b>62.80</b>
<b>Other Financing</b>						
92000 Other Financing Uses	2,652,550	-	-	2,528,790	123,760	95.33
<b>Total Other Financing</b>	<b>2,652,550</b>	<b>-</b>	<b>-</b>	<b>2,528,790</b>	<b>123,760</b>	<b>95.33</b>
<b>Total 111 General Fund - Town</b>	<b>\$ 15,203,170</b>	<b>\$ -</b>	<b>\$ 355,686</b>	<b>\$ 8,802,354</b>	<b>\$ 6,045,131</b>	<b>60.24</b>

Mansfield Board of Education  
 Monthly Expenditure Summary by Activity  
 December 31, 2013

<u>Account and Description</u>	<u>Appropriation</u>	<u>Approp Adj</u>	<u>Encumbrances</u>	<u>Expenditures</u>	<u>Remaining Balance</u>	<u>% Used</u>
<b>Regular Instruction Program</b>						
61101 Regular Instruction	\$ 7,913,320	\$ (48,670)	\$ -	\$ 2,910,133	\$ 4,954,517	37.00
61102 English	49,520	-	2,095	29,813	17,612	64.44
61104 World Languages	9,820	-	1,058	1,950	6,812	30.63
61105 Health & Safety	7,730	-	352	2,231	5,148	33.41
61106 Physical Education	12,690	-	905	6,492	5,293	58.29
61107 Art	14,060	-	3,176	6,617	4,267	69.65
61108 Mathematics	25,970	-	1,177	10,773	14,020	46.01
61109 Music	17,300	-	1,462	4,036	11,803	31.78
61110 Science	30,750	-	3,632	10,829	16,289	47.03
61111 Social Studies	20,680	-	930	5,174	14,576	29.51
61115 Information Technology	201,250	-	5,887	106,232	89,131	55.71
61122 Family & Consumer Science	9,080	-	1,900	2,314	4,867	46.40
61123 Technology Education	10,830	-	1,820	5,271	3,739	65.47
<b>Total Regular Instruction Program</b>	<b>8,323,000</b>	<b>(48,670)</b>	<b>24,392</b>	<b>3,101,864</b>	<b>5,148,073</b>	<b>37.78</b>
<b>Special Education Programs</b>						
61201 Special Ed Instruction	1,553,560	(37,150)	424	585,379	930,607	38.63
61202 Enrichment	422,580	8,670	762	145,250	285,237	33.86
61204 Preschool	333,410	(12,270)	6	115,096	206,038	35.84
<b>Total Special Education Programs</b>	<b>2,309,550</b>	<b>(40,750)</b>	<b>1,193</b>	<b>845,726</b>	<b>1,421,882</b>	<b>37.33</b>
<b>Culturally Disadv Pupil</b>						
61310 Remedial Reading/Math	355,170	(2,120)	305	175,247	177,497	49.73
<b>Total Culturally Disadv Pupil</b>	<b>355,170</b>	<b>(2,120)</b>	<b>305</b>	<b>175,247</b>	<b>177,497</b>	<b>49.73</b>
<b>Summer School - Free Only</b>						
61400 Summer School	54,500	-	-	54,966	(466)	100.86

Mansfield Board of Education  
 Monthly Expenditure Summary by Activity  
 December 31, 2013

<u>Account and Description</u>	<u>Appropriation</u>	<u>Approp Adj</u>	<u>Encumbrances</u>	<u>Expenditures</u>	<u>Remaining Balance</u>	<u>% Used</u>
Total Summer School - Free Only	54,500	-	-	54,966	(466)	100.86
Tuition Payments						
61600 Tuition Payments	50,000	-	230,675	216,605	(397,280)	894.56
Total Tuition Payments	50,000	-	230,675	216,605	(397,280)	894.56
Central Serv Instr Supp						
61900 Central Service-Instr Suppl.	143,760	-	2,806	117,734	23,220	83.85
Total Central Serv Instr Supp	143,760	-	2,806	117,734	23,220	83.85
Support Serv - Students						
62102 Guidance Services	151,840	-	-	62,278	89,562	41.02
62103 Health Services	214,090	-	-	79,288	134,802	37.04
62104 Outside Eval/Contracted Serv	230,500	-	124,665	94,322	11,513	95.01
62105 Speech And Hearing Services	156,800	14,580	267	124,847	46,266	73.00
62106 Pupil Services - Testing	6,570	-	-	-	6,570	0.00
62108 Psychological Services	306,660	9,010	53	109,375	206,242	34.67
Total Support Serv - Students	1,066,460	23,590	124,984	470,111	494,955	54.59
Improv Instr Services						
62201 Curriculum Development	123,780	560	14,339	46,305	63,696	48.77
62202 Professional Development	36,990	-	4,825	13,247	18,919	48.86
Total Improv Instr Services	160,770	560	19,164	59,552	82,614	48.79
Education Media Services						
62302 Media Services	71,400	-	-	15,641	55,759	21.91
62310 Library	304,710	370	2,888	128,092	174,100	42.93

Mansfield Board of Education  
 Monthly Expenditure Summary by Activity  
 December 31, 2013

<u>Account and Description</u>	<u>Appropriation</u>	<u>Approp Adj</u>	<u>Encumbrances</u>	<u>Expenditures</u>	<u>Remaining Balance</u>	<u>% Used</u>
<b>Total Education Media Services</b>	<u>376,110</u>	<u>370</u>	<u>2,888</u>	<u>143,732</u>	<u>229,860</u>	<u>38.95</u>
<b>General Administration</b>						
62401 Board Of Education	374,140	50,790	4,275	206,337	214,318	49.56
62402 Superintendent's Office	340,210	470	366	172,862	167,452	50.85
62404 Special Education Admin	298,130	-	-	143,215	154,915	48.04
<b>Total General Administration</b>	<u>1,012,480</u>	<u>51,260</u>	<u>4,641</u>	<u>522,414</u>	<u>536,685</u>	<u>49.55</u>
<b>School Based Admin</b>						
62520 Principals' Office Services	1,050,140	(17,400)	1,694	541,738	489,308	52.62
62521 Support Services - Central	16,490	-	1,550	3,449	11,491	30.31
62523 Field Studies	13,500	-	-	7,840	5,660	58.07
<b>Total School Bases Admin</b>	<u>1,080,130</u>	<u>(17,400)</u>	<u>3,244</u>	<u>553,026</u>	<u>506,460</u>	<u>52.34</u>
<b>Fiscal Serv/Bus Support</b>						
62601 Business Management	334,900	-	17,571	271,819	45,510	86.41
<b>Total Fiscal Serv/Bus Support</b>	<u>334,900</u>	<u>-</u>	<u>17,571</u>	<u>271,819</u>	<u>45,510</u>	<u>86.41</u>
<b>Plant Oper &amp; Maint Serv</b>						
62710 Plant Operations - Building	1,399,040	33,160	18,960	771,109	642,131	55.17
<b>Total Plan Oper &amp; Maint Serv</b>	<u>1,399,040</u>	<u>33,160</u>	<u>18,960</u>	<u>771,109</u>	<u>642,131</u>	<u>55.17</u>
<b>Student Transp Service</b>						
62801 Regular Transportation	767,070	-	645,619	272,405	(150,954)	119.68
62802 Spec Ed Transportation	132,000	-	111,609	61,334	(40,943)	131.02
<b>Total Student Transp Service</b>	<u>899,070</u>	<u>-</u>	<u>757,228</u>	<u>333,739</u>	<u>(191,897)</u>	<u>121.34</u>

Mansfield Board of Education  
 Monthly Expenditure Summary by Activity  
 December 31, 2013

<u>Account and Description</u>	<u>Appropriation</u>	<u>Approp Adj</u>	<u>Encumbrances</u>	<u>Expenditures</u>	<u>Remaining Balance</u>	<u>% Used</u>
Enterprise Activities						
63430 After School Program	40,330	-	-	10,937	29,393	27.12
63440 Athletic Program	36,190	-	3,873	10,479	21,839	39.66
<b>Total Enterprise Activities</b>	<b>76,520</b>	<b>-</b>	<b>3,873</b>	<b>21,416</b>	<b>51,231</b>	<b>33.05</b>
Employee Benefits						
68000 Employee Benefits	2,999,850	-	30,963	1,523,235	1,445,652	51.81
<b>Total Employee Benefits</b>	<b>2,999,850</b>	<b>-</b>	<b>30,963</b>	<b>1,523,235</b>	<b>1,445,652</b>	<b>51.81</b>
Transfer Out - Other Fund						
69000 Transfers Out To Other Funds	46,850	-	-	46,850	-	100.00
<b>Total Transfer Out - Other Fund</b>	<b>46,850</b>	<b>-</b>	<b>-</b>	<b>46,850</b>	<b>-</b>	<b>100.00</b>
<b>Total 112 General Fund - Board</b>	<b>\$ 20,688,160</b>	<b>\$ -</b>	<b>\$ 1,242,888</b>	<b>\$ 9,229,145</b>	<b>\$ 10,216,127</b>	<b>50.62</b>

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**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *MattH*  
**CC:** Maria Capriola, Assistant Town Manager; Cherie Trahan, Director of Finance  
**Date:** February 10, 2014  
**Re:** Capital Improvement Program Closeouts/Adjustments

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**Subject Matter/Background**

Attached please find correspondence from the Director of Finance recommending a number of adjustments to the capital projects fund/capital improvement program. Staff periodically recommends such adjustments to the capital fund during the fiscal year. The Director will be available at Monday's meeting to address any questions you may have.

**Recommendation**

The Finance Committee will review the proposed adjustments at its meeting prior to the Council meeting on February 10, 2014. If the Finance Committee recommends that the adjustments be approved, the following motion is in order:

*Move, effective February 10, 2014, to approve the adjustments to the Capital Projects fund, as presented by the Director of Finance in her correspondence dated February 3, 2014.*

**Attachments**

- 1) C. Trahan re: Capital Projects Fund
- 2) Proposed Capital Fund Budget Changes

**TOWN OF MANSFIELD**  
**OFFICE OF THE DIRECTOR OF FINANCE**



CHERIE TRAHAN, Director of Finance

AUDREY P. BECK BUILDING  
FOUR SOUTH EAGLEVILLE ROAD  
MANSFIELD, CT 06268-2599  
(860) 429-3344  
fax: (860) 429-6863  
E-Mail: [trahanca@mansfieldct.org](mailto:trahanca@mansfieldct.org)

TO: Matthew W. Hart, Town Manager  
FROM: Cherie Trahan, Director of Finance  
DATE: February 3, 2014  
RE: Capital Projects Fund

Attached is an analysis of current and proposed Revenue and Expenditure Budgets for specific Capital Projects as of January 31, 2014. If adopted as presented, it will accomplish the following.

1. Officially close out completed projects:
  - 81103 Landscape Public Buildings
  - 81821 Fiber Connection to Fire Stations
  - 81822 Town Clerk Imaging/Management System
  - 82205 Boiler/Heat/Plumbing – Fire Stations
  - 82822 Forestry 307 Chassis Changeover
  - 82828 Replacement 78MF
  - 82831 Replacement 20MF
  - 83527 Hunting Lodge Road Walkway
  - 85104 Lions Club Park
  - 85808 Community Center Locker Room Ventilation
  - 86106 New Wells – Schools
  - 86284 MMS Heating Alterations
  - 86285 MMS Asbestos Removal
  - 86286 MMS Carpet Replacement
  
2. Increase/(Decrease) funding for the following projects:
  - 81103 Landscape Public Buildings (\$2)
  - 81821 Fiber Connection to Fire Stations (\$400)
  - 81822 Town Clerk Imaging/Management System (\$137)
  - 82205 Boiler/Heat/Plumbing – Fire Stations (\$10,151)
  - 82828 Replacement 78MF (\$26)
  - 83308 Town Walkways/Transp Enhancement \$39,366
  - 83527 Hunting Lodge Road Walkway (\$9,281)
  - 85808 Community Center Locker Room Ventilation \$7,917
  - 86106 New Wells – Schools \$72,656
  - 86284 MMS Heating Alterations (\$142,132)
  - 86285 MMS Asbestos Removal (\$20,441)
  - 86286 MMS Carpet Replacement (\$1,603)
  
3. Appropriate funding for the School Security Grant with State Support:
  - 86298 School Security Grant \$133,828

Appropriate funding for the North Eagleville Walkway with support from UCONN:  
83531 North Eagleville Walkway \$245,540

PROPOSED CAPITAL FUND BUDGET CHANGES  
January 31, 2014

REVENUE BUDGET

EXPENDITURE BUDGET

JOB #	DESCRIPTION	FUNDING SOURCE	REVENUE BUDGET					EXPENDITURE BUDGET				BALANCE TO SPEND (OVERSPENT)
			CURRENT BUDGET	PROPOSED CHANGE	AMENDED BUDGET	ACTUAL REVENUES	OVER/ (UNDER) PROPOSED	CURRENT BUDGET	PROPOSED CHANGE	AMENDED BUDGET	ACTUAL EXPEND.	
* 81103	Landscape Public Buildings	CNR	10,000	(2)	9,998	10,000	2	10,000	(2)	9,998	9,998	-
* 81821	Fiber Connection to Fire Stations	CNR	50,000	(400)	49,600	50,000	400	50,000	(400)	49,600	49,600	-
* 81822	Town Clerk Imaging/Mgmt System	CNR	20,000	(137)	19,863	20,000	137	20,000	(137)	19,863	19,863	-
* 82205	Boiler/Heat/Plumbing - Fire	CNR	20,000	(10,151)	9,849	20,000	10,151					
		Mgmt Services Fund	30,000	-	30,000	30,000	-					
			50,000	(10,151)	39,849	50,000	10,151	50,000	(10,151)	39,849	39,849	-
* 82822	Forestry 307 Chassis Changeover	CNR	30,000	-	30,000	30,000	-	30,000	-	30,000	30,000	-
* 82828	Replacement 78MF	CNR	33,000	(26)	32,974	33,000	26	33,000	(26)	32,974	32,974	-
* 82831	Replacement 20MF	CNR	34,000	-	34,000	34,000	-	34,000	-	34,000	34,000	-
83308	Town Walkways/Transp Enhancem	State Support	-	16,632	16,632	16,632	-					
		Bonds	60,000	-	60,000	60,000	-					
		Other	-	13,453	13,453	13,453	-					
		CNR	716,000	9,281	725,281	716,000	(9,281)					
			776,000	39,366	815,366	806,085	(9,281)	776,000	39,366	815,366	808,072	7,294
* 83527	Hunting Lodget Rd Walkway 0809	CNR	100,000	(9,281)	90,719	100,000	9,281	100,000	(9,281)	90,719	90,719	-
83531	North Eagleville Walkway	UCONN	-	245,540	245,540	-	(245,540)	-	245,540	245,540	-	245,540
* 85104	Lions Club Park	Contributions	64,000	-	64,000	64,000	-					
		CNR	502,000	-	502,000	502,000	-					
			566,000	-	566,000	566,000	-	566,000	-	566,000	566,000	-
* 85808	Comm Center Locker Room Ventila	Bonds	20,000	-	20,000	20,000	-					
		CNR	-	7,917	7,917	-	(7,917)					
			20,000	7,917	27,917	20,000	(7,917)	20,000	7,917	27,917	27,917	-
* 86106	New Wells - Schools	State Support	864,270	(13,449)	850,821	850,821	-					
		CNR	235,730	86,105	321,835	235,730	(86,105)					
			1,100,000	72,656	1,172,656	1,086,551	(86,105)	1,100,000	72,656	1,172,656	1,172,656	-
* 86284	MMS Heating Alterations	State Support	3,049,000	(111,508)	2,937,492	2,937,492	-					
		Bonds	1,025,000	-	1,025,000	1,025,000	-					
		Other	-	39,651	39,651	39,651	-					
		GF/Board	100,000	-	100,000	100,000	-					
		CNR	476,000	(70,274)	405,726	476,000	70,274					
			4,650,000	(142,132)	4,507,868	4,578,143	70,274	4,650,000	(142,132)	4,507,868	4,507,868	-
* 86285	MMS Asbestos Removal	State Support	65,000	(20,441)	44,559	46,986	2,427	65,000	(20,441)	44,559	44,559	-
* 86286	MMS Carpet Replacement	State Support	-	1,809	1,809	1,809	-					
		CNR	25,000	(3,412)	21,588	25,000	3,412					
			25,000	(1,603)	23,397	26,809	3,412	25,000	(1,603)	23,397	23,397	\$ -
86298	School Security Grant	State Support	-	133,828	133,828	-	(133,828)					
			-	133,828	133,828	-	(133,828)	-	133,828	133,828	-	\$ 133,828
Change in Funding:		Bonds	-									
		CNR	9,619									
		Contributions	-									
		GF/Board	-									
		Mgmt Services Fund	-									
		Other	53,104									
		State Support	6,871									
		UCONN	245,540									
			\$ 315,134									

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**From:** Mary L. Stanton  
**Sent:** Wednesday, January 29, 2014 1:39 PM  
**To:** Sara-Ann Bourque  
**Subject:** FW: Submission of Letters

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**From:** [attyasmith@aol.com](mailto:attyasmith@aol.com) [mailto:[attyasmith@aol.com](mailto:attyasmith@aol.com)]  
**Sent:** Wednesday, January 29, 2014 11:26 AM  
**To:** Mary L. Stanton  
**Cc:** Town Council  
**Subject:** Re: Submission of Letters

Dear Ms. Stanton:

Thank you for your correspondence. In the past my correspondence to the Town Council was included in the following Town Council Agenda and Packet under Petitions, Requests and Communications . My concern is that the public, and there appears to be a growing number who are reading the packet and watching Channel 13, have access to the political debate that is occurring in their town. Your policy on this matter at best is not clear and at worst a form of censorship. A type of possible censorship similar to not following the agreed upon interpretation of Robert's Rules, as outlined in the September 23, 2013 Town Council meeting, that allows a member of the public to take a note to the Town Clerk and for you to pass it to the Mayor during a Town Council session. This procedure was not followed during the Town Council Meeting, when a major debate was occurring on the private supply of water to our Town, on January 13, 2014. Please include our correspondence, as you have in the past, in the next Town Council Meeting packet under Petitions, Requests and Communications for the interested public. Thank you in advance for the attention that you continue to give this matter.  
Sincerely,  
Arthur Smith

In a message dated 1/29/2014 9:22:34 A.M. Central Standard Time, [StantonML@mansfieldct.org](mailto:StantonML@mansfieldct.org) writes:

Dear Mr. Smith,

You noted at Monday's meeting that a letter you submitted to the Council on January 13, 2014 was not included in the packet or the minutes. I just wanted to make sure that you are aware that if you send your email to the "Town Council" address only members of the Council receive your communication. If you would like your communication to also be received by staff, please copy either myself or Sara-Ann Bourque.

Regards,

Mary Stanton

Mansfield Town Clerk

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**Sara-Ann Bourque**

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**From:** cynarastites@gmail.com  
**Sent:** Sunday, January 26, 2014 11:23 PM  
**To:** Town Council; Town Mngr; schneiderp@mansfieldct.org  
**Cc:** marcellinoclan@yahoo.com; morant@earthlink.com; Elizabeth Paterson (home); Paul M. Shapiro; peter.kochenburger@yahoo.com  
**Subject:** proposed Outreach Social Worker job

January 26, 2014

TO: Mansfield Town Council  
 Mansfield Town Manager Matt Hart  
 Mansfield Director of Human Services Pat Schneider

FROM: Cynara Stites, MSW, former LCSW (retired)

I have concerns about the proposed new **Outreach Social Worker** job:

1. The required education for the Outreach Social Worker is "*Bachelor's degree from an accredited college in Social Work or a related field.*" A person with a Bachelor's degree in a related field to social work, such as sociology, psychology or family studies, cannot be hired as a "social worker." Social work is a profession just like psychologist, accountant, lawyer or physician and must have the designated academic degree for that profession. A social worker must have a Bachelor's or Master's degree in social work, i.e., a BSW or an MSW.
2. The Outreach Social Worker job description states: "*Master's degree in Social Work preferred.*" It also states that "*this position performs intermediate professional work.*" However, a social worker with a BSW performs entry level – not intermediate level – professional work.
3. The Outreach Social Worker job description contains certain clinical duties that require a licensed clinical social worker (LCSW) such as "*crisis intervention skills.*" Although I don't know what the phrase – "*coordinates support groups*" – means, I believe it means that the Outreach Social Worker will facilitate or run support groups. This is **clinical work**, which requires the social worker to have a **MSW** and to be **licensed as a clinical social worker (LCSW)**. A person with a BSW is not qualified to perform these job duties. Currently, in compliance with the state statute on social worker licensing, the Town employs a temporary, part-time licensed clinical social worker (LCSW) to run these support groups at the Senior Center.
4. The Outreach Social Worker job description requires "*two years of work experience with seniors in a similar setting.*" There are few social workers with MSWs who have experience or expertise working with seniors. It will be unlikely or impossible for the Town to find a BSW-level social worker who has this type of experience. Most BSW- level social workers do not have two years of experience in anything, much less working with seniors, because they typically go on to graduate Social Work school after college graduation. Many MSW programs accelerate BSWs so they earn their MSWs in fewer than two years.
5. The proposed Outreach Social Worker position is a 19-hour a week job without benefits. Mansfield lost two Senior Social Workers, who had experience and expertise in working with seniors, because both of them wanted full-time positions with benefits. The Town was unwilling to restore the first Senior Services Social Worker to full-time after cutting her position to half-time. Subsequently, the Town was unwilling to increase the second Senior Services Social Worker from 80% time to full-time (an increase

of one day a week). The Town's most recent search for a part-time LCSW with experience or expertise in working with seniors was fruitless. Since people with BSWs are just starting their social work careers, it is unlikely that the Town will find someone who wants to work a 19-hour a week job without benefits.

TOWN OF MANSFIELD  
PLANNING AND ZONING COMMISSION



Item # 10

JoAnn Goodwin, Chair

AUDREY P. BECK BUILDING  
FOUR SOUTH EAGLEVILLE ROAD  
MANSFIELD, CT 06268-2399  
(860) 429-3330  
Fax (860) 429-6863

February 4, 2014

Mr. Jason Coite  
UConn Office of Environmental Policy  
31 LeDoyt Road, U-3055  
Storrs, Connecticut 06269

Re: Innovative Partnership Building Comparative Evaluation

Dear Mr. Coite:

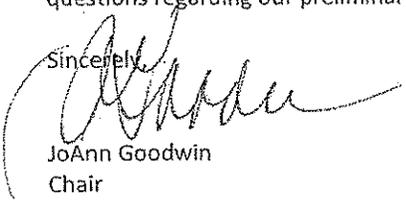
On Monday, February 3<sup>rd</sup>, the Planning and Zoning Commission began its review of the Comparative Evaluation for the proposed Innovative Partnership Building (IPB) at the UConn Technology Park. However, due to the short time frame provided for comment (14 days from the January 21<sup>st</sup> publication of the report), the PZC was unable to complete its review in one meeting. We respectfully request an extension of time to February 20<sup>th</sup> to submit our formal comments. The Commission's comments will be in addition to those offered by the Town Council and will focus primarily on transportation issues. I can however offer preliminary comment based on the Commission's initial discussion.

Of primary concern is the impact this building will have on the local transportation network if it is opened prior to the completion of the North Hillside Road extension to Route 44. If this connection is not completed before opening, all traffic to the building must use North Eagleville Road, either traveling on local roads if coming from the west to reach North Hillside Road, or using Route 195, if traveling from the north or south. Route 195 already experiences periods of congestion that make turning movements difficult. The increased traffic which will be generated by this building will have a significant impact on adjoining neighborhoods and circulation in Storrs in general.

Additionally, the Comparative Evaluation did not consider transportation impacts in a comprehensive manner. Presently, and certainly as the University continues to expand, improvements to pedestrian, bicycle and transit networks are and will be needed to encourage use of alternative means of transportation and reduce overall traffic impacts.

The Commission intends to complete its review at its next meeting, February 18<sup>th</sup> and will submit its official comments soon thereafter. Please contact Linda Painter, our Director of Planning and Development at 860.429.3330 if you have any questions regarding our preliminary comments.

Sincerely,

  
JoAnn Goodwin  
Chair

C: Planning and Zoning Commission  
Town Council  
Grant Meitzler, Assistant Town Engineer

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

ELIZABETH C. PATERSON, Mayor

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

February 4, 2014

Mr. Jason Coite  
UConn Office of Environmental Policy  
31 LeDoyt Road, U-3055  
Storrs, Connecticut 06269

**Subject: Innovative Partnership Building (IPB) Comparative Evaluation**

Dear Mr. Coite:

At its meeting on January 27, 2014, the Mansfield Town Council reviewed the Comparative Evaluation for the Innovative Partnership Building (IPB) at the new Technology Park. Based on that review, the Council offers the following comments and recommendations:

- *Project Communication/Timeframe for Review.* While the University is only required to provide a 14 day public review period for proposed projects within the technology park, the Town urges the University to develop a framework for more open communication and discussion of projects apart from that mandatory requirement.
- *Stormwater/Drainage.* The Town appreciates the inclusion of Low Impact Development (LID) techniques such as permeable pavement and rain gardens into the stormwater management plan for the subject site. Use of porous pavements should also be considered for pedestrian plazas in addition to the parking areas.

Additionally, there was no mention of how the proposed stormwater system for this site integrates with the comprehensive stormwater management plan that was to be prepared for the entire development pursuant to the 2001 EIE. Due to potential impacts on downstream property owners as well as the Town's roadway and drainage systems, the Town would like additional information and details on both the stormwater management system for this site as well as the tech park as a whole. These details should also address potential impacts of stormwater drainage on the landfill leachate plume and long-term maintenance responsibilities.

- *Access/Traffic Management.* The Town reiterates its request that improvements to the South Eagleville Road/Separatist Road intersection be made a priority due to existing traffic concerns. While this intersection is not directly impacted by the IPB building construction, it was projected to operate at an LOS F for both the 2010 and 2030 no-build conditions analyzed as part of the North Hillside Road EIS. As such, it is imperative that these improvements be expedited for installation as soon as possible.
- *Surface Parking.* The report notes that the amount of proposed parking on the subject site has been significantly reduced from what was proposed in 2001. However, there are inconsistencies between the number of parking spaces noted in the narrative section (215) and the number shown on Figure 5 (250). This discrepancy needs to be eliminated. Portions of the northern and southern parking lot also appear to extend beyond the approved development envelope. These areas should be redesigned to eliminate the encroachments.

Additionally, both of the proposed parking lots are located adjacent to North Hillside Road. Significant landscaping and screening of these parking lots is needed to ensure that parking lots do not become the defining gateway feature along North Hillside Road. This screening should include planted berms and terracing of parking areas as identified in the 2012 Master Plan to reduce visibility of surface parking areas.

With regard to proposed turf overflow parking areas, detailed designs need to include wheel stops to prevent vehicles from straying from these areas, particularly along the development envelope boundary. Additionally, plans should be put in place to monitor these areas for oil and other vehicular fluid leaks and immediate corrective action to prevent these fluids from infiltrating groundwater or washing off into nearby wetlands.

- *Wetland/Habitat Impacts.* It is our understanding that no additional wetland permits will be required for construction of this project provided the building and site design is consistent with the wetland impacts identified as part of the North Hillside Road construction. While no additional permits are necessary, measures should be taken to provide the maximum protection possible to the adjacent wetland areas and nearby vernal pools including timing of construction, strict clearing limitations, designated laydown areas and vigilant monitoring of erosion and sedimentation controls.

Figure 3 shows a proposed gravel path leading into the forest; however, it is unclear as to whether the path is connecting into an existing trail. If it is connecting to an existing trail, it appears that the trail will be impacted by the southern parking lot, in which case the existing trail should be clearly rerouted. Furthermore, materials used for new trail construction should be chosen based on projected trail use and volumes, with a goal of minimizing impacts to the environment. The Town's Natural Resources and Sustainability Coordinator can provide assistance in choosing the proper materials.

- *Stone Walls.* Exhibit 5 indicates that significant portions of existing stone walls will be impacted by the road, parking lot and building construction. Stone walls should be preserved wherever possible as they are a distinctive cultural feature of this area. While the note indicates that stones will be stockpiled on site for reuse, specific uses for

those stones should be indicated on the plans, with priorities given to repair and extension of remaining stone walls. Another option would be to construct a stone wall along the North Hillside Road frontage to reinforce the history of the area.

In addition to the above comments, the Council expressed concern regarding the impact of the project on the local transportation network and requested additional analysis of these impacts. It is my understanding that the Planning and Zoning Commission echoed these concerns during their review of the proposal on February 3<sup>rd</sup>. Based on their initial discussion, the Commission will be asking for an extension to the deadline for submission of their formal comments to allow sufficient time for them to complete their review. I hope that the University will support this request for an extension and consider any comments received from the Commission after the close of the official comment period.

If you have any questions regarding these comments, please contact Linda Painter, Director of Planning and Development.

Sincerely,

A handwritten signature in cursive script that reads "Elizabeth C. Paterson".

Elizabeth C. Paterson  
Mayor

Cc: Town Council  
Planning and Zoning Commission

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**TOWN OF MANSFIELD**  
**OFFICE OF THE TOWN MANAGER**

Matthew W. Hart, Town Manager

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

January 20, 2014

The Honorable Benjamin Barnes  
 Attn. Meagan Occhiogrosso  
 CT Office of Policy and Management  
 Budget and Financial Management Division  
 450 Capitol Avenue  
 Hartford, CT 06106

Re: Town of Mansfield Small Town Economic Assistance Grant (STEAP) Application for  
 Mansfield Town Square

Dear Secretary Barnes:

I am pleased to submit a Small Town Economic Assistance Program Grant (STEAP) for the Mansfield Town Square – an important element of Storrs Center – one of the Town of Mansfield's critical economic development projects. The Storrs Center downtown has created over 175 jobs thus far in our local community and added significant tax revenue to the town of Mansfield. Storrs Center is a priority project for the Mansfield Town Council and at its January 13, 2014 meeting, the Town Council unanimously endorsed a grant application to the STEAP program. Please see the attached resolution from the Town Council.

The Town of Mansfield, in association with the University of Connecticut and private property-owners, has been working for years to further develop the existing commercial area on Storrs Road (Route 195) into a vibrant and economically successful mixed-use downtown that will be the heart of our community.

We are very pleased that the first two phases of construction are complete with the third phase scheduled to open in August 2014. Twenty-three businesses have opened in Storrs Center along with 322 apartments. This mixed-use retail/residential/commercial project with a variety of shops, restaurants and cafés, a town square, office space, and market rate housing will truly enhance the quality of life and learning in the community.

With our goal of a great college downtown well on its way, we would like to request that the State consider \$500,000 in STEAP funds for the Mansfield Town Square including a stage roof, shade structure, and art. STEAP funding for the Town Square will allow the Square to be completed as designed and become an even more attractive place for festivals, art shows, music, puppetry performances, and book readings, among other events. We plan for the Town Square to be actively

programmed at all times of the year, serving as an attraction for residents and visitors. These events will, in turn, increase activity at our businesses in the downtown.

The Town of Mansfield, the University of Connecticut, the Mansfield Downtown Partnership, and the private sector through the Storrs Center developers LeylandAlliance and EdR, have committed \$890,000 already for the Town Square.

More detail on the Mansfield Town Square funding request is in the attached application.

Funding through the Small Town Economic Assistance Program for the Mansfield Town Square will greatly enhance Mansfield's downtown, which has already become a place of destination. We appreciate your consideration of our request. Please feel free to contact me at (860) 429-3336 for project details or regarding any question that you may have concerning this application.

Thank you again for your assistance.

Very truly yours,



Matthew W. Hart  
Town Manager

CC: State Senator Donald E. Williams, Jr.  
State Representative Gregory Haddad  
✓ Mansfield Town Council  
Mansfield Downtown Partnership, Inc., Board of Directors  
Cynthia van Zelm, Mansfield Downtown Partnership Executive Director  
Cherie Trahan, Mansfield Director of Finance

Attachments: 1) Small Town Economic Assistance Program (STEAP) Application with attachments including the Town of Mansfield resolution authorizing the submittal of the Application  
2) Letter of support from State Senator Donald E. Williams, Jr., and State Representative Gregory Haddad

Please complete one application for each proposed project and also indicate the priority order of all projects submitted. Please submit two copies of the complete application package. Applications should be typed and are available at [www.ct.gov/opm](http://www.ct.gov/opm). Please contact Meagan Cowell ([Meagan.Cowell@ct.gov](mailto:Meagan.Cowell@ct.gov) or 860-418-6381) or Steven Kitowicz ([Steven.Kitowicz@ct.gov](mailto:Steven.Kitowicz@ct.gov) or 860-418-6409) with questions. When necessary, attach response in a separate document.

Applicant Town and Tax ID (FEIN) No. Town of Mansfield, 066002032

Town Elected Official's Name Matthew Hart, Town Manager

Elected Official's Email, Phone Number hartmw@mansfieldct.org; 860-429-3336

Town Address and Zip Code 4 South Eagleville Road, Mansfield, CT 06268

Proposed Project Address and Zip Code Intersection of Dog Lane and Storrs Road, Mansfield

If no project address is available, please provide street intersection detail.

Requested FY 2014 STEAP Funding (\$500,000 max)

\$500,000

Identify town officials and professionals that may be contacted with questions regarding this application.

Matthew Hart, Mansfield Town Manager, hartmw@mansfieldct.org, 860-429-3336

Print Name, Title, Email Address and Phone Number

Cynthia van Zelm, Exec. Direc., Mansfield Downtown Partnership, vanzelmca@mansfieldct.org, 860-429-2740

Print Name, Title, Email Address and Phone Number

Print Name, Title, Email Address and Phone Number

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.** (If necessary, attach response in a separate document.) \*Note: only capital projects will be considered.

Please see attached.

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

Please see attached.

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

Please see attached.

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Is the proposed project consistent with the State Conservation and Development Policies Plan? (Plan detail is available at: [www.ct.gov/opm/cdplan](http://www.ct.gov/opm/cdplan).)

Please see attached.

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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?

Please see attached.

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

Please see attached.

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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. (If necessary, attach response in a separate document.)

Please see attached.

Is this project a phase of a larger plan? If yes, please complete the following:

What phase are you applying for? Please see attached.

How many phases are there total? Please see attached.

What state agency administers this project? Please see attached.

Who is the agency contact for this project? Please see attached.

Attach additional information regarding the overarching, long-term plan.

**Project Funding – Please indicated whether funds are secured or proposed**

Please complete the following table detailing project funding sources. Examples of the other sources include: other state grants (please specify which), federal grants (please specify which), past STEAP awards used for previous phases of the project (please specify fiscal year), etc. Under uses please indicate estimated costs including, but not limited to, professional services, acquisition, construction, renovation, contingency, etc.

<b><u>Funding Sources</u></b>	<b><u>Total</u></b>
FY 2014 STEAP grant	Please see attached.
Local (applicant) funds	
<b><u>Other funds:</u></b>	
<b><u>Total Project Cost</u></b>	
<b><u>Uses (Project Budget)</u></b>	
<b><u>Total Project Cost</u></b>	

Of the proposed funding sources listed above, what is the anticipated source and timeline for these funds?

Please see attached.

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Please detail, what funds, if any, have been expended to date for this project?

Please see attached.

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If this is not part of a multi-phase project, has any work already begun? If yes, please summarize.

Please see attached.

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If this is a multi-phase project, please provide a brief summary of the work completed to date.

Please see attached.

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Is there any other relevant information you feel may be helpful to, please include it below:

Please see attached.

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Will this project move forward if the requested STEAP funds are not awarded or are awarded in part? Please explain.

Please see attached.

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**Attach the following material:**

1. Site location map
2. Real estate appraisals (if land acquisition is proposed)
3. Proposed project schedule
4. Project cost estimates supporting the request for funding (if available)
5. List of necessary local, state, and federal permits and approvals required for the project and the status of each
6. Environmental site assessments (if applicable)
7. If applicable, any town resolution(s) in support of application for this grant.

**Please forward the items requested above with your application for STEAP assistance to:**

[opm.steapapplications@ct.gov](mailto:opm.steapapplications@ct.gov)

or via mail to:

Benjamin Barnes, Secretary  
Attention: Meagan Cowell  
Office of Policy and Management  
Budget and Financial Management Division  
450 Capitol Avenue  
Hartford, Connecticut 06106

This page must be read and signed by the chief executive official of the municipality in order for the municipality/ project to be considered for STEAP funding.

My signature below, as First Selectman, Mayor or Town Manager of the Town of Mansfield, indicates acceptance of the following and further certifies that:

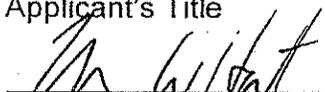
1. I will comply with any grant terms and conditions required by the administering agency;
2. I understand that should this grant application be approved I will be required to sign an assistance agreement/contract with the assigned administering agency delineating the terms and conditions of this grant;
3. I understand that various permits may be required by the administering agency as required by either the Connecticut General Statutes or Connecticut regulations;
4. I understand that funding associated with this grant application is one-time in nature and that there is no obligation for additional funding from the Office of Policy and Management or the State of Connecticut;
5. I understand that if this project warrants a Connecticut Environmental Policy Act (CEPA) review pursuant to Sections 22a-1 through 22a-1h of the Connecticut General Statutes that I will comply with such an environmental assessment. Further, if a CEPA is required, I understand that there are costs associated with such a review and that the municipality is in a position to continue with the proposed project despite this cost;
6. I understand that this application will be examined by the Intergovernmental Policy Division of the Office of Policy and Management for consistency with the State Plan of Conservation and Development and that I may be contacted if additional information is required for that review; and
7. I understand that projects which convert twenty-five or more acres of prime farmland to a nonagricultural use will be reviewed by the Commissioner of Agriculture, in accordance with Section 22-6 of the General Statutes.
8. I understand that any work done prior to signing a contract with the state agency assigned to administer the award will not be reimbursed unless other arrangements have been made, in writing, with the administering agency in advance.

Matthew Hart

Applicant's Name (Please Print)

Town Manager

Applicant's Title



Applicant's Signature

01/21/2014

Date

January 20, 2014

## TOWN OF MANSFIELD

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

### Mansfield Town Square - Downtown Mansfield Revitalization and Enhancement Project

#### 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 overall site plan, and concept plan for the town square.* 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-three 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 11<sup>th</sup> 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 early 2014, 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.

<u>Funding Sources</u>	<u>Total</u>
FY 2014 grant	\$500,000
<b>Other funds:</b>	
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
<b>Total Project Cost</b>	<b>\$1,452,250</b>
<b><u>Uses (Project Budget)</u></b>	
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
<b>Total Project Cost</b>	<b>\$1,452,250</b>

*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. Work has been completed on grading; water service; electrical conduits; and foundations for the performance stage, the stone wall, and the shade structure. The project will go into winter shutdown shortly 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.

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 January 13, 2014 in support of the Mansfield Town Square.

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Eastern Highlands Health District

4 South Eagleville Road ♦ Mansfield, CT 06268 ♦ Tel: (860) 429-3325 ♦ Fax: (860) 429-3321 ♦ Web: [www.EHHD.org](http://www.EHHD.org)

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January 28, 2014

Matt Hart  
Town Manager  
4 South Eagleville Road  
Mansfield, CT, CT 06268

Dear Mr. Hart:

Subsequent to a legally warned public hearing, the Board of Directors of the Eastern Highlands Health District adopted the District budget for the 2014-2015 fiscal year at their January 9, 2014 regular meeting. After 5 years with an aggregate increase of 2%, the contribution rate to member towns has increased 4.9% to \$4,825 per capita. With a population of 25648, as estimated by the Connecticut Department of Public Health, the total contribution is \$123,751 for fiscal year 2014-2015. Please incorporate this expenditure into your budget.

With the adoption of the Eastern Highlands Health District budget, the Board of Directors would like to maintain that the Board and I are available now, or at any time, should you or any of your town officials have any questions or concerns.

If you have any immediate questions, please do not hesitate to call me at 429-3325.

Sincerely,

Robert L. Miller, MPH, RS  
Director of Health

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