

TOWN OF MANSFIELD
SPECIAL TOWN COUNCIL MEETING

Tuesday, April 15, 2014

Audrey P. Beck Municipal Building
Council Chambers
8:00PM

A G E N D A

CALL TO ORDER

ROLL CALL

PUBLIC HEARING

1. Proposed FY 2014/2015 Budget..... 1

OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

NEW BUSINESS

2. Proclamation in Honor of World Book Night..... 3
3. Proposed Amendments to Fee Waiver Ordinance..... 7
4. Safe Routes to School Grant – Southeast School Walkway 15
5. Acceptance of Bolton Road Extension, Royce Circle, Wilbur Cross
Way and Charles Smith Way 37
6. Consolidation of Non-Educational Services (PA 13-60)..... 41
7. Memorandum of Agreement with Connecticut Water Company, Water
System Advisory Committee 47
8. Memorial Day Ceremonial Presentation Planning Subcommittee..... 73

ADJOURNMENT

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PUBLIC HEARING
TOWN OF MANSFIELD
April 15, 2014
FY 2014/15 Budget

The Mansfield Town Council will hold a public hearing at 8:00 PM at a special meeting on April 15, 2014 in the Council Chamber of the Audrey P. Beck Building to solicit comments regarding the proposed FY 2014/15 Budget.

At this hearing persons may address the Town Council and written communications may be received. Copies of said budget and accompanying materials are on file and available at the Town Clerk's office: 4 South Eagleville Road, Mansfield and are posted on the Town's website (mansfieldct.gov).

Dated at Mansfield Connecticut this 3rd day of April 2014.

Mary Stanton, Town Clerk

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager
Date: April 15, 2014
Re: Proclamation in Honor of World Book Night

Subject Matter/Background

World Book Night (WBN) U.S. is an ambitious campaign to provide thousands of free, specially-printed paperbacks to light or non-readers. Volunteer book givers help promote reading by going into our communities and handing out free copies to those without means or access to a printed book. With the organizational support of local bookstores and libraries, WBN volunteers share the free WBN books in locations such as hospitals, mass transit, nursing homes, food pantries, underfunded schools and more. This is not a random giveaway, but a person-to-person, carefully planned outreach.

World Book Night takes place on April 23, 2014 – Shakespeare’s birthday – and is in its third year in the U.S. WBN’s reach includes all 50 states, Puerto Rico, USVI and overseas military bases. The WBN picks are by a wide array of award-winning and bestselling adult and young adult authors, as well as classics, books in Spanish, and books in Large Print. The assortment of WBN titles is based on diversity in subject matter, age level, gender, ethnicity and geography. The books were chosen in a vote by librarians, booksellers and last year’s donors.

Volunteers applied online to be givers by stating where they intend to seek out book recipients, and noting which of the special WBN Book Picks they would like to distribute. The volunteer givers come from all walks of life: teachers, book club members, social workers, first responders, local businesspeople, librarians, booksellers, students, parents and more.

It is too late to volunteer to be a giver this year, but anyone can join the WBN mailing list in order to be notified when the giver application process begins anew in the fall for 2015. For more information, please visit www.us.worldbooknight.org

The UConn Co-op has 25 Volunteer Givers who will be giving away books on WBN this year. They have requested that the Council to issue a proclamation in honor of this event.

Recommendation

The Mayor recommends that the Council authorize her to issue the attached proclamation.

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

Move, effective April 15, 2014, to authorize the Mayor to issue the attached Proclamation in Honor of World Book Night.

Attachments

- 1) Proclamation in Honor of World Book Night



*Town of Mansfield
Proclamation in Honor of World Book Night*

Whereas, the citizens of Mansfield stand committed to promoting the pleasure of reading for all members of the community, from middle- and high school students to families and retirees – and to any and all who may not have ready access to printed books; and

Whereas, World Book Night, a national celebration of Shakespeare's 450th birthday on April 23, 2014, promotes reading in this community and 6,000 communities across America;

NOW, THEREFORE, BE IT RESOLVED, that I, Elizabeth C. Paterson, Mayor of Mansfield, Connecticut, on behalf of the Town Council and the citizens of Mansfield do hereby call on the citizens of Mansfield to endorse World Book Night and encourage our community to support the 2014 World Book Night volunteers in their endeavor to deliver free paperbacks on April 23, 2014 to those without means or regular access to printed books.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the Town of Mansfield to be affixed on this 15th day of April in the year 2014.

Elizabeth C. Paterson
Mayor, Town of Mansfield

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matthew Hart, Town Manager *MWH*
Cc: Maria Capriola, Assistant Town Manager; Curt Vincente, Parks and Recreation Director; Lynda Lambert, Administrative Services Specialist; Cherie Trahan, Finance Director; Pat Schneider, Human Services Director
Date: April 15, 2014
Re: Proposed Amendments to Fee Waiver Ordinance

Subject Matter/Background

An ordinance review and development sub-committee (ODRS) chaired by Councilor Kochenberger has been meeting to review and to discuss potential amendments to the Fee Waiver Ordinance. Staff has assisted in the review and data analysis. Currently, Parks and Recreation is responsible for the day-to-day administration of the fee waiver program, with oversight provided by the Town Manager's Office.

The sub-committee has addressed the larger policy issue, recommending that the Council define the purpose of the fee waiver program to provide access to municipal services for residents of all ages with very low and extremely low incomes. At its March 21, 2014 meeting, the sub-committee voted to recommend the following amendments to the ordinance to the Town Council for its consideration:

- 122-5B/122-6 – To limit eligibility to the fee waiver program to residents who reside in Mansfield more than six months per year. (Please note this definition of residency is distinct from “domicile,” which is defined as a person’s permanent residence.) This section also includes language to strengthen the review of residency requirements as part of the application process.
- 122-5C – To utilize HUD criteria for “extremely low” and “very low” income in Mansfield to determine eligibility. This criteria takes into account income and household size.
- 122-5C – To eliminate the automatic eligibility qualification for individuals who are Medicaid eligible, since there are reasons other than income based that a person can qualify for Medicaid
- 122-5C – To change the 90% Fee Waiver level to a new 75% Fee Waiver level

- 122-5E – To change the 90% Fee Waiver level reference to the new 75% Fee Waiver level
- 122-5F – To implement an annual cap per eligible household based on household size. Annual caps would be established by Council resolution and adjusted as needed.
- 122-5F – To add language that the program can be suspended once the budgeted allocation has been exhausted. This would alleviate the substantial deficits the program has incurred over the past years.
- 122-6 – To strengthen the review of applications by requiring supporting documentation to verify income and household size
- 122-8 – To clarify that changes in income and household size that make participants ineligible will result in a change in status for the current program year
- 122-9 – To clarify confidentiality of documents based on both FOI and records retention statutes
- 122-10A, 122-10B, 122-10C, 122-10D, 122-10L – To modify language regarding program applicability
 - 122-10A – To remove the cap on two summer camp sessions per year per eligible participant.

Financial Impact

The costs of the fee waiver program have consistently exceeded budget. For FY 2012/13, the Town budgeted \$125,000 and expended \$164,736 (excluding funds owed to the Solid Waste Fund), with an over-expenditure of \$39,736. Estimates for the current Fiscal Year indicate that program expenditures will total \$165,000 for all funds, exceeding budget by \$40,000. Unless the Town Council makes modifications the ordinance or appropriates additional funds, staff expects that the fee waiver program will continue to exceed budget.

Legal Review

The Town Attorney has reviewed and approved the form and legality of the proposed amendments to the Fee Waiver Ordinance.

Recommendation:

In keeping with our customary procedure, the subcommittee and the staff recommend that the Town Council schedule a public hearing to solicit public comment regarding the proposed amendments to the ordinance. The following motion is suggested:

Move, to schedule a public hearing for 7:30PM at the Town Council's regular meeting on April 28, 2014, to solicit public comment on the proposed amendments to the Fee Waiver Ordinance.

Attachments

- 1) Proposed amendments to Fee Waiver Ordinance (black-line & clean copies)
- 2) Proposed income guidelines and annual cap for the Fee Waiver Program

Article III: Fee Waivers

[Adopted 2-10-1997, effective 3-8-1997 *Editor's Note: This ordinance also superseded former Article III, Fee Waivers, adopted 1-28-1991, effective 2-26-1991*]

§122-3. Title

This article shall be known and may be cited as the "Town of Mansfield Fee Waivers Ordinance."

§122-4. Intent

It is the Town's intention to encourage participation in municipal programs and to provide services to all residents of the Town regardless of their financial status.

§122-5. Eligibility Criteria

[Amended 10-14-2003, effective 11-10-2003]

- A. This subsection shall apply to all of the services subject to this article and set forth in § 122-10, with the exception of the after-school program listed in § 122-10A below. The eligibility criteria set forth in this subsection may be changed by resolution of the Town Council.
- B. Residency. The primary residence of Fee Waiver applicants must be located in the Town of Mansfield. Primary residence means that the applicant resides in Mansfield for more than six months during the course of a fiscal year.
- C. 75% Fee Waiver. Applicable fees not reimbursed by a third party will be reduced by 9075% for residents of the Town of Mansfield who meet the U.S. Housing of Urban Development (HUD) definition of "extremely low income" for Mansfield residents based upon income and number of persons who reside in the household. Income is defined in §122-6. present sufficient evidence that they are enrolled in the Medicaid (Title XIX) program, or that their current adjusted gross family or household income does not exceed 130% of the federally determined level of poverty. Fifty percent of fees will be waived for residents whose current adjusted gross family or household income does not exceed 185% of the federally determined level of poverty. Unreimbursed medical expenses exceeding 3% of adjusted gross income will be deducted in determining gross income for the purpose of this program.
- D. 50% Fee Waiver. Applicable fees not reimbursed by a third party will be reduced by 50% for residents of the Town of Mansfield who meet the U.S. Housing of Urban Development (HUD) definition of "very low income" for Mansfield residents based upon income and number of persons who reside in the household. Income is defined in §122-6.
- E. 100% Fee Waiver. For the ambulance fees listed in §122-10 below only, applicants who qualify for a fee reduction of 9075% per §122-5C the immediately preceding subsection of this article shall instead receive a fee reduction of 100%.
- F. Maximum Amounts. Maximum limits will be placed on the value of fee waivers granted to eligible households per fiscal year. Maximum limits based on household size will be set by resolution of the Town Council and may be adjusted from time to time. Once the fiscal year budgeted allocation for the Fee Waiver Program has been completely expended, the Town Manager is authorized to suspend the program. The program may be reinstated for the suspended fiscal year if additional funds are appropriated by the Town Council.

§122-6. Requests Applications

Any requests for a fee waiver must be made on a Town of Mansfield application form. Eligibility is determined on an annual basis. Annual basis is defined as a fiscal year basis, July 1- June 30. Applicants will be required to provide documentation demonstrating residency such as recent utility bills, a driver's license, or other documentation as requested by the Town.

Applicants must provide documentation showing all sources of income for all persons who reside in the household. Sources of income may include but are not limited to: wages; workers compensation payments; unemployment compensation; social security payments; pension payments; rental income; alimony payments; child support payments; disability benefits; veterans benefits; earnings from investments. To document sources of income, applicants will be required to submit federal income tax returns, and any other documentation as requested for all persons domiciled in the household.

The application shall be signed by the applicant under penalty of false statement as punishable by Connecticut General Statutes section 53a-157b, which shall be noted on the application adjacent to the space designated for the signature of the applicant.

§122-7. Verification of Information

The information on the application may be verified by Town officials at any time during the year. If it is determined that an applicant has provided false and/or misleading information and/or has purposely withheld information from their application, the applicant will be denied participation in the program for that fiscal year.

§122-8. Review of waivers; changes to information

Waivers need to be reinstated on a yearly basis unless circumstances warrant a more frequent review. Any changes in family size or household income must be reported immediately to the Town agency responsible for administering the Fee Waiver Ordinance. Changes in participant eligibility factors as set forth in §122-5 can affect eligibility for the Fee Waiver program, such as having eligibility status terminated until later application is approved.

§122-9. Confidential Information

The information provided will be treated confidentially and will be used only for eligibility determinations and verification of data. Certain documentation submitted by applicants may be subject to disclosure in accordance with the Freedom of Information Act. Only documents or information required to be disclosed by state or federal law will be released to the requesting individual, agency, or other entity.

Applications shall not be returned to the applicant, but will remain on file for at least two years following the close of the fiscal year (June 30th) in which the applicant applied, after which they may be destroyed once approval has been received from the State Records Administrator.

§122-10. Applicability

The following services are subject to this article:

- A. Parks and Recreation programs, including Community Center memberships.
 - i. Exclusions. The following exclusions apply: materials fees; bus/van trips; programs not directly provided by the Town such as but not limited to youth sports operated by non-profit organizations or other public agencies, excluding bus trips and more than two summer camp sessions per child.
- B. ~~Planning and Zoning fees~~
- C. ~~Inland Wetland fees~~
- D. ~~Zoning Board of Appeals fees~~
- E. (Reserved) *Editor's Note: Former Subsection E, Subsurface sewage disposal and water supply wells, was repealed 8-8-2005, effective 9-3-2005*
- F. (Reserved) *Editor's Note: Former Subsection F, Junk car disposal, was repealed 8-8-2005, effective 9-3-2005*

~~G. Solid waste disposal Residential refuse collection fees. All Transfer Station fees are excluded from this provision except for the fee for the disposal of residential refuse in 35 gallon garbage bags.~~

~~H. Recycling fees~~

~~I. Ambulance fees~~

~~J. Community Center memberships and programs [Added 10-14-2003, effective 11-10-2003]~~

~~K. Parks and Recreation after-school program [Added 12-8-2003, effective 1-3-2004]~~

~~L. Senior Center fees [Added 2-28-2011, effective 3-29-2011] Human Services programs.~~

- ~~i. Exclusions. The following exclusions apply: bus/van trips; wellness and medical care services such as but not limited to podiatry, massage therapy, and health screenings that are offered at Town facilities but conducted by a third party that charges fees for service; programs and trips not directly provided by the Town such as but not limited to programs and trips operated by the Mansfield Senior Center Association, non-profit organizations, or other public agencies.~~

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- D. 50% Fee Waiver. Applicable fees not reimbursed by a third party will be reduced by 50% for residents of the Town of Mansfield who meet the U.S. Housing of Urban Development (HUD) definition of "very low income" for Mansfield residents based upon income and number of persons who reside in the household. Income is defined in §122-6.
- E. 100% Fee Waiver. For ambulance fees listed in §122-10, applicants who qualify for a fee reduction of 75% per §122-5C shall instead receive a fee reduction of 100%.
- F. Maximum Amounts. Maximum limits will be placed on the value of fee waivers granted to eligible households per fiscal year. Maximum limits based on household size will be set by resolution of the Town Council and may be adjusted from time to time. Once the fiscal year budgeted allocation for the Fee Waiver Program has been completely expended, the Town Manager is authorized to suspend the program. The program may be reinstated for the suspended fiscal year if additional funds are appropriated by the Town Council.

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Certain documentation submitted by applicants may be subject to disclosure in accordance with the Freedom of Information Act. Only documents or information required to be disclosed by state or federal law will be released to the requesting individual, agency, or other entity.

Applications shall not be returned to the applicant, but will remain on file for at least two years following the close of the fiscal year (June 30th) in which the applicant applied, after which they may be destroyed once approval has been received from the State Records Administrator.

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 - i. Exclusions. The following exclusions apply: materials fees; bus/van trips; programs not directly provided by the Town such as but not limited to youth sports operated by non-profit organizations or other public agencies.
- B. (Reserved) *Editor's Note: Former Subsection E, Subsurface sewage disposal and water supply wells, was repealed 8-8-2005, effective 9-3-2005*
- C. (Reserved) *Editor's Note: Former Subsection F, Junk car disposal, was repealed 8-8-2005, effective 9-3-2005*
- D. Residential refuse collection fees. All Transfer Station fees are excluded from this provision except for the fee for the disposal of residential refuse in 35 gallon garbage bags.
- E. Ambulance fees
- F. [Added 2-28-2011, effective 3-29-2011] Human Services programs.
 - i. Exclusions. The following exclusions apply: bus/van trips; wellness and medical care services such as but not limited to podiatry, massage therapy, and health screenings that are offered at Town facilities but conducted by a third party that charges fees for service; programs and trips not directly provided by the Town such as but not limited to programs and trips operated by the Mansfield Senior Center Association, non-profit organizations, or other public agencies.

RECOMMENDED INCOME LIMITS & ANNUAL CAP

Household Size	Current Income Limits		Recommended Income Limits		Recommended Annual Cap Per Household
	50% Fee Waiver	90% Fee Waiver	50% Fee Waiver	75% Fee Waiver	
1	\$21,257	\$14,937	\$29,950	\$18,000	\$325
2	\$28,694	\$20,163	\$34,200	\$20,550	\$650
3	\$36,131	\$25,389	\$38,500	\$23,100	\$975
4	\$43,568	\$30,615	\$42,750	\$25,650	\$1,300
5	\$51,005	\$35,841	\$46,200	\$27,750	\$1,625
6	\$58,442	\$41,067	\$49,600	\$29,800	\$1,950
7	\$65,879	\$46,293	\$53,050	\$31,850	\$2,275
8 +	\$73,316	\$51,519	\$56,450	\$33,900	\$2,600

Notes:

"Extremely Low" is 30% of median income in Mansfield and is reflected in 75% "recommended" column

"Very Low" is 50% of median income in Mansfield and is reflected in 50% "recommended" column

Annual cap reflects the maximum value of fee waivers eligible households may use in one fiscal year.

The average household size of fee waiver participants in FY 12-13 was 3, median was 3.4

The median waiver per household was \$594, the average waiver per household was \$919.

40 households, or 24.1% of fee waiver participants exceeded the recommended household cap in FY 12-13.



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager; Linda Painter, Director of Planning and Development; John Carrington, Director of Public Works; Fred Baruzzi, Superintendent of Schools
Date: April 15, 2014
Re: Safe Routes to School Grant – Southeast School Walkway

Subject Matter/Background

In 2011, the Town submitted a grant application to the Safe Routes to School (SRTS) program for \$495,100 to construct a walkway from Route 195 to Southeast Elementary School. While this project was not initially awarded funding, the Town was recently notified by the Connecticut Department of Transportation (ConnDOT) that additional program funding has become available, and the Town's project is next on the list for funding.

In order to move forward with the project, ConnDOT requested that the Town hold a community information meeting to determine whether there was public support for the project. Additionally, ConnDOT requires a resolution supporting the project from the town's legislative body.

On March 25, 2014, Town staff hosted a public information meeting at Southeast Elementary School to solicit feedback on the project and to determine whether there was community support. With a few exceptions, attendees were generally supportive of the project while expressing concern with specific details related to municipal costs, routing, design and impacts to environmental and historic resources. (Please see the attached Community Outreach Summary report for an overview of the comments received.) Additionally, at its February 25, 2014 meeting the Mansfield Board of Education unanimously adopted a motion in support of the project.

Financial Impact

The budget included with 2011 grant application estimated construction costs for the project at \$495,100. Although there has been some escalation in construction costs since the time of this grant application, staff believes this estimate remains valid. While no specific costs for project design and easement acquisition were noted, the budget did indicate that those costs would be the responsibility of the Town. Design costs could potentially be absorbed by

designing the walkway in-house; however, this will depend on staff capacity and availability.

Based on previous experience, staff estimates that contracting the design work to a consultant would cost in the range of \$30,000 - \$60,000. Easement acquisition costs cannot be defined until a certain level of design work has been completed. However, based on previous walkway projects, staff estimates easement acquisition costs of approximately \$30,000 based on the walkway length. Using these figures, staff estimates the construction cost would total \$585,100, of which \$90,000 would be the responsibility of the Town. The Town's share could be charged against our existing walkways/transportation account in the capital fund (see attached balance detail). Once the walkway is completed, staff estimates that maintenance costs would be approximately \$1,000 each year.

Legal Review

No legal review is required at this time. Staff would ask the Town Attorney to review a grant agreement with ConnDOT if the project is awarded.

Recommendation

The proposed Southeast School walkway project remains listed as a High Priority project in the Town's walkway plan. If the Council wishes to move forward with obtaining the grant funding for the project, the following resolution is in order:

Move, effective April 15, 2014, to adopt the following resolution in support of the Southeast School Walkway Safe Routes to School Project:

WHEREAS, the Town of Mansfield broadly publicized a public informational meeting for the proposed Safe Routes to School Southeast Elementary School Walkway project on Route 89 through direct mail to property owners in the project vicinity, PTO notification of Southeast parents, flyers at the public library, Town Manager reports and website postings; and

WHEREAS, a public informational meeting was held on March 25, 2014 at 7:00 p.m. in the Southeast Elementary School gymnasium, 134 Warrenton Road, at which meeting residents had an opportunity to voice their concerns; and

WHEREAS, the Town of Mansfield has considered the concerns of residents from the public informational meeting and finds that the proposed project is in the best interest of the Town of Mansfield, and will promote public health, safety and general welfare of its residence and provide convenience and safety for the travelling public.

NOW THEREFORE BE IT RESOLVED THAT: the Town of Mansfield hereby fully supports the proposed Southeast School Walkway project based upon the above information.

Attachments

- 1) Southeast Walkway SRTS Community Outreach Summary
- 2) Project Map showing alternative routes
- 3) 2011 SRTS Grant Application
- 4) Walkways/Transportation Account Balance

Southeast Elementary School Safe Routes to School (SRTS) Project Mansfield, Connecticut

Community Outreach Summary Report

Project Overview

The Mansfield Safe Routes to School (SRTS) Project involves the design and construction of an off-road walkway to connect Southeast Elementary School to the existing walkway on State Route 195 (Storrs Road). The school is located on State Route 89 (Warrenville Road), an arterial roadway with limited visibility due to curves and fairly high rates of speed. The proposed project would provide a safe pedestrian connection to the existing walkway on Route 195 and the Mansfield Center bus stop for the Windham Regional Transit District (WRTD) Willimantic-Storrs line. This bus line is heavily used, with over 107,000 boardings in FY2013. This walkway would also provide access to the Mansfield Public Library, playgrounds located at the library and the elementary school, municipal ball fields located adjacent to the elementary school and Mansfield Hollow State Park.

The need for improved pedestrian access from Route 195 to the Library has been on the Town's list of priority walkway improvement needs for several years, as evidenced by its inclusion in the 2006 Plan of Conservation and Development Appendix L, Listing of Transportation Improvement Needs. The Mansfield Advocates for Children identified the need to extend the terminus of the walkway to Southeast Elementary School in the Mansfield Plan for Young Children.

Two alternative routes are being considered for the connection to Route 195, one which would extend the sidewalk along the east/south side of Route 89 to the intersection with Route 195, and one which would connect to Route 195 via Centre Street.

Community Outreach

In an effort to reach the broadest segment of the community, the Town used a variety of outlets to inform residents and other stakeholders about the public information meeting for the project.

- ***Southeast Elementary School.*** The Southeast Elementary School Parent Teacher Organization (PTO) developed and distributed a flyer advertising the public information meeting to all families with children at the school.
- ***Direct Mail.*** The Town sent notice of the public information meeting to 96 property owners in the area of the two alternate walkway routes.

- **Town Council.** Notice of the public information meeting was included in the Town Manager's report to the Town Council on March 10th and March 24th. The Town Council meetings are broadcast live on our local cable channel and available to view for 30 days on the town's website.
- **Town Commissions/Committees.** The Mansfield Planning and Zoning Commission and Transportation Advisory Committee were advised of the public information meeting at their March meetings.
- **Mansfield Public Library.** Flyers were posted at the Mansfield Public Library.
- **Newspaper Article.** As a result of the Town Manager's report at the March 10th Council Meeting, The Chronicle (local newspaper out of Willimantic) published an article about the project and public information meeting.
- **Websites/Social Media.** Notice of the public information meeting was posted on the following websites/social media sites:
 - Town Website: www.mansfieldct.org, posted under upcoming events on homepage
 - Southeast Elementary School Website, posted in the calendar of events on the homepage
 - Town of Mansfield Facebook Page, posted the day of the event
- **Sandwich Boards.** Sandwich boards advertising the meeting were placed at the intersection of Routes 195 and 89 and at Southeast School the day before the meeting.

Public Information Meeting

A public information meeting was held on Tuesday, March 25th at 7:00 pm at the Southeast Elementary School gymnasium. The meeting was attended by 25 residents and stakeholders, including the Superintendent of Schools and Southeast Elementary School Principal. Linda Painter, Director of Planning and Development, and John Carrington, Director of Public Works, presented an overview of the Safe Routes to School Program, the Southeast Elementary School Safe Routes to School Master Plan, and the alternative routes for the proposed walkway. A summary of comments received can be found in the next section.

Public Comment Summary

Comments Received at the Public Information Meeting

As many residents participating in the meeting shared similar comments on different facets of the project, the discussion has been categorized by topic rather than individual. With a few exceptions, attendees were generally supportive of the project while expressing concern with specific details related to town costs, routing, design and impacts to environmental and historic resources.

- **Project Need.**

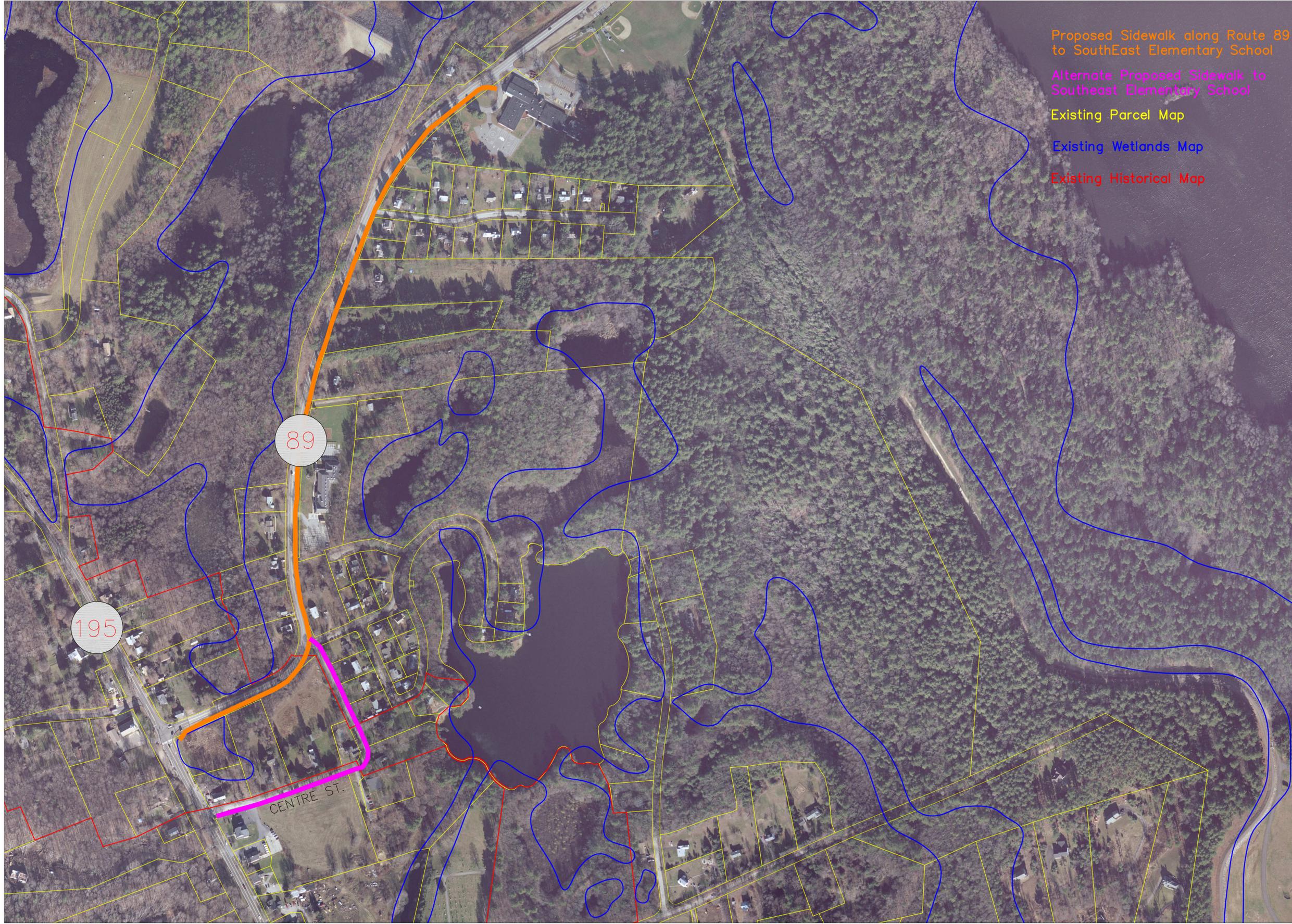
- *Current/Anticipated Use of Walkway.* Several attendees spoke to the need for a walkway along Route 89, particularly between Route 195 and the Mansfield Public Library. Many related anecdotes of either their personal experiences trying to walk that section of road or watching others walking. While a few attendees were skeptical that sufficient need/demand existed to justify a walkway, the majority in attendance believed that there is current need based on the anecdotal stories mentioned, and that providing a safe pedestrian alternative would see increased demand and use, particularly since the walkway would link existing sidewalks and transit stops on Route 195 to the library, school, ball fields and Mansfield Hollow State Park.
 - *Education Benefits.* Existing and former teachers at Southeast Elementary School discussed the educational benefits of being able to walk students to the Mansfield Public Library for programs, noting that the amount of time needed to use the forest trail connection to the library significantly reduces the time kids have to spend on library activities. The current physical education teacher also noted that the walkway provides physical activity benefits to the students.
- *Route 89 Connection to Route 195.* As initially proposed in the grant application, the new walkway would extend along Route 89 from the intersection with Route 195 to Southeast School.
 - *Drainage/Environmental Impacts.* Brad Goodwin expressed concern with the potential impact of the proposed walkway on his property, particularly with regard to drainage, wetlands, and well water given the proximity of his well to Route 89. Robert Soderberg also noted that his property has experienced drainage problems since the repaving of Route 89 a few years ago, and asked that the walkway be designed to not make the existing bad situation worse.
 - *Centre Street Alternative Route.* Based on discussions with CTDOT staff, an alternative route to connect to Route 195 was identified as a possibility; this route would avoid the wetlands located on Route 89 between Route 195 and Centre Street. Several attendees expressed concern with the potential route given the narrow road conditions and proximity of some homes to the street.
 - *Impacts to Historic Properties.* Given the historic nature of properties along Centre Street, questions were raised regarding the impact of adding an off-road walkway to those properties, particularly those where the street curves, as the homes are located close to the existing street pavement.
 - *Drainage/Environmental Impacts.* One property owner noted current drainage issues along Centre Street and expressed concern that the addition of a walkway would exacerbate the situation.
 - *Alternatives.* Based on the concerns noted above, a few attendees questioned whether it would be possible to start the walkway after the intersection of Centre Street and Route 89, and direct people to use Centre Street itself as a

pedestrian connection. Residents noted that they felt comfortable walking in Centre Street currently due to low traffic volumes and slow speeds. Some suggested putting a sign up at the bus stops on Route 195 directing passengers to use Centre Street rather than walking on Route 89 for that short portion of roadway.

- **Project Cost.** Questions were raised by multiple attendees regarding the grant amount (\$495,100) and potential cost to the Town, including long-term maintenance. While the grant amount is expected to cover the cost of construction, the Town is responsible for costs related to design and acquisition of easements. John Carrington noted that the design of the walkway could potentially be completed by staff or contracted out to a consultant. A few attendees noted that they did not think the total cost of the project was justified based on level of need/demand, even with the available grant funds. A question was also asked with regard to whether repayment of grant funds would be required if Southeast School were to be closed at any time in the future. The CTDOT representative indicated that she would research that question with FHWA.
- **Maintenance.** Several attendees asked questions regarding maintenance responsibility for the walkway, expressing a desire for the Town to be responsible for plowing/ice removal, etc. instead of leaving that responsibility to individual property owners. The sections of Town Ordinance that relate to sidewalk cleaning and maintenance were specifically cited by one resident. John Carrington indicated that while he was unfamiliar with current ordinance requirements, he believed the Town would be responsible for snow removal on this walkway as it is with several others.

Other Comments Received

- **Mansfield Board of Education (MBOE).** The MBOE unanimously adopted a motion in support of the project at their February 25, 2014 meeting.
- **Lon Hultgren, Resident.** Mr. Hultgren submitted an email in support of the project dated March 25, 2014. Mr. Hultgren is the former Director of Public Works for the Town, and in that capacity was an integral part of the team that prepared the original grant application. He is currently serving on the Town's Transportation Advisory Committee.
- **Patricia A. Reed, Resident.** Ms. Reed expressed her support for the project through a post to the Town's Facebook Page.



Proposed Sidewalk along Route 89
to SouthEast Elementary School

Alternate Proposed Sidewalk to
Southeast Elementary School

Existing Parcel Map

Existing Wetlands Map

Existing Historical Map



**TOWN OF MANSFIELD
DEPARTMENT OF PUBLIC WORKS**

AUDREY P. BECK BUILDING
FOUR SOUTH EAGLEVILLE ROAD
MANSFIELD, CONNECTICUT 06268

DESIGNER:
L. M. Burroughs
DRAFTER:
L. M. Burroughs
CHECKED BY:
L. M. Burroughs
DATE CHECKED:

NO. DATE DESCRIPTION BY

REVISIONS

PEDESTRIAN WALKWAY ON 89
BETWEEN 195 AND
SOUTHEAST ELEMENTARY SCHOOL
SCALE: 1"=20' DATE: 3 MAR 2014 PROJ.

SHEET No. 1

APPROVED BY: DATE:

Connecticut Department of Transportation
Safe Routes to School
Infrastructure Program
FFY 2010-11

The applicant's responses to the following will be used to evaluate the proposed project. Please limit text responses to each question to 2 pages.

2. Please submit a comprehensive pre-existing SRTS Master Plan with each copy of application. Color coded mapping should reflect true color (do not submit black and white copies). A comprehensive SRTS Master Plan should include the 5 "E"'s. Pre-existing SRTS Master Plan must contain at a minimum, the following information:
 - * Identification of SRTS Team
 - * Community involvement meetings. Meeting notes and/or public comments should be provided in the plan
 - * Evaluation through analysis of a school-wide travel survey to assess the various transportation modes students use to go to and from school; and attitudinal surveys administered to parents and students, identifying their concerns. Evaluation efforts are an essential part of a comprehensive SRTS Master Plan and a requirement for applying for infrastructure funding. Submitted applications without this information will be removed from further consideration.
 - * Assessment of current conditions in vicinity of school, including but not limited to, street traffic, parent and bus drop-off locations, sidewalks, crossings, and the overall safety of existing routes to school
 - * A list of planned infrastructure engineering improvement(s) for consideration by local government entity for funding. Financial support from government entity for funding construction is recommended, in case project is selected for funding by SRTS program.
 - * Any existing or planned enforcement, encouragement and education activities for students. Some examples of activities are "walking school bus" programs, "bike train programs" and other bicycle and pedestrian "safety" initiatives. See Appendix B for sample Noninfrastructure Activities.

Please see attached SRTS Master Plan for Southeast Elementary School.

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3. Existing Conditions - Provide a physical description of the current pedestrian/bicycling operations. Safety hazards (physical or perceived) or risks facing children who walk and/or bicycle to and from the school site(s) should be identified.



Southeast Elementary School is located along the east side of Warrenville Road/Route 89 in Mansfield Center. No sidewalks or bikeways exist either to the north or the south of the school. Approximately six tenths of a mile to the south, there is a Town walkway on both sides of Storrs Road /Route 195 which connects the houses and businesses along Route 195 in Mansfield Center (between Route 89 and Bassetts Bridge Road). The northern termination of this walkway is at the signalized intersection at Routes 195 and 89.

In addition to Southeast School, there are several other family attractions located along this section of Route 89, all on the east side of the road. The Town's Library is located on the same (east side) of Route 89 approximately four tenths of a mile to the south of the school. A playground is located on the northern side of the library.

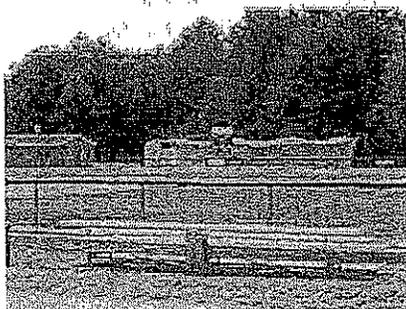


Left: View of Mansfield Public Library from Route 89 northbound.



Right: Playground at Mansfield Public Library

To the immediate north of the school are the Town's major youth baseball complex (3 fields), a football practice field (used by both the high school and youth football groups) and an entrance to the Mansfield Hollow State Park via trails and parking areas.

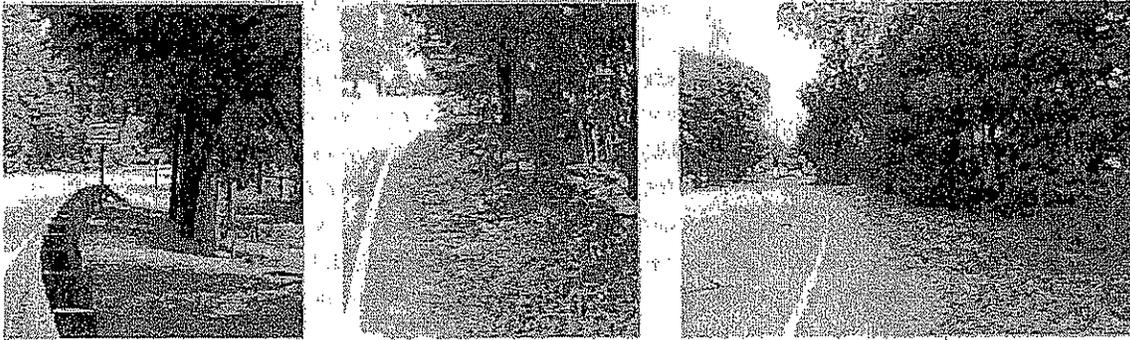


Ballfields adjacent to Southeast School



Connecticut Department of Transportation
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Route 89 itself is a 2-lane highway with moderate traffic. Due to the alignment and width of Route 89, traffic travels considerably faster than the 30 MPH posted speed limit, and as such walking or biking along the shoulder of the road is not advisable, particularly for elementary school-age children.



The photos above provide examples of the varying shoulder conditions along the east side of Route 89. As can be seen in the photos, due to the changing shoulder width and various obstructions along the edge of the right-of-way, there is no continuous safe zone for pedestrians or bicyclists to use.

Route 89 near Route 195 is bounded by wetlands to the east and south and has a 90 degree bend with very little shoulder making walking or biking through this area very dangerous. Because of the curve and the lack of shoulder, one cannot even walk off the road in this location.

There are two intersections between the school and Route 195 along Route 89: The first is at the intersection of Centre Street just past the above-mentioned curve, and the second is at Pinewoods Lane between the Library and the school. There are also several residential driveways along this stretch of road and the two driveways north and south of the Town's Library serving small parking areas on either side of the complex.



Looking north along Route 89 from intersection with Route 195



Intersection of Route 89 with Centre Street

Although the eastern side shoulder is minimal and adjacent to lower/wet areas at the south end of Route 89, the land along the road shoulder from the 90 degree curve up to the school is reasonably flat and "at grade" except for a section approximately two hundred feet long just south of the school which borders one residence.

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4. Purpose and Need – Provide a brief description of how the project will resolve the existing safety hazards.

As noted under Existing Conditions, above, Southeast Elementary School is located on a winding two-lane highway with minimal shoulders and no off-road pedestrian facilities. While the traffic volume is considered moderate (4,100 ADT¹), many vehicles are traveling at speeds greater than the posted 30 MPH speed limit. The Resident Trooper provided the following information on traffic enforcement incidents along Route 89 for the time period starting July 1, 2010 and ending June 30, 2011:

- Driving Under the Influence: 3
- Traffic Accident-No Injuries: 8
- Traffic Accident-With Injuries: 9
- Traffic Stops: 140
- Traffic Stop/Multi-Enforcement: 2

These conditions present very real safety challenges for all pedestrians, as evidenced by responses to the parental survey conducted by Southeast Elementary School. As shown below, safety was key factor for the 104 respondents in determining whether they would let their children walk to school.

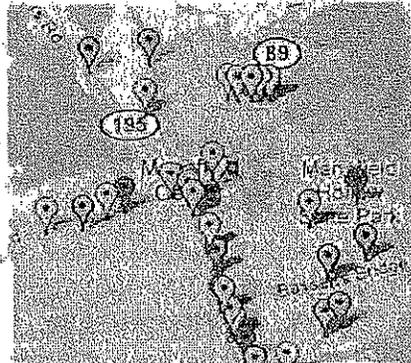
- When asked what issues affect the decision to let children walk or bike to school, the top three responses were:
 - No sidewalks/pathways all the way to school
 - Cars go too fast along route
 - Too much traffic along route
- When asked to rate the safety of walking to school, 78.9% of respondents responded unsafe (40.2%) or very unsafe (38.5%)
- Specific comments received included:
 - Would love to have our child walk/bike to school, there is a great need for a sidewalk from 195 to Southeast
 - There is really no way for my kids to walk to school and be safe, there is no sidewalk for them to walk on the main road
 - I would fully support walking to school if there were sidewalks
 - I used to walk to school and wish my kids could be the same. It is healthy and great for the environment. The only reason they do not walk is the lack of safe sidewalks.

¹ Source: 2008 Traffic Count Map for Mansfield prepared by ConnDot (Station Number 38 just east of Rt. 195/Rt.89 intersection). Data collection period was July-September 2008.

Connecticut Department of Transportation
Safe Routes to School
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- We go to the library from school rather frequently and it would be fun if we could walk there
- Mansfield needs more walking routes that are safe, our town has no shoulders on the roads

The map to the right identifies students that live within close proximity to Southeast School (located by the Route 89 symbol) and could benefit from the addition of a safe pedestrian connection.



To address the issues identified above, the proposed project would add a 5-foot wide walkway along the east side of Route 89 from Route 195 to the Southeast School and crosswalks at the intersections of Route 89 with Centre Street and Pinewoods Lane. These improvements will allow Southeast School students and other pedestrians to walk between Route 195 and the school, where walking is now dangerous due to the conditions described in under Existing Conditions, above.

In addition to allowing residents and children who live along this stretch of Route 89, in the Centre Street/Edgewood Lane/Edgewood Extension/Clark Street Area and along Pine Woods Lane to walk to the school, the library, two playgrounds and the youth baseball campus, this walkway will connect to the existing walkway along Route 195 in Mansfield Center which fronts several businesses, homes, a general store, the Mansfield Center Post Office, and several apartments. The walkway along Route 195 is located on both sides of the street from Bassetts Bridge Road to Warrenville Road/Route 89; crosswalks are striped at key intersections along the route.

Upon project completion, one will be able to walk safely all the way from Bassetts Bridge Road to the Southeast School, a distance of approximately 1.1 miles. This project has been on the Town's walkway priority list since the Mansfield Center Walkway was constructed in 2003 (DOT Enhancement Project #77-189). The walkway will also provide a pedestrian connection to the trail that currently terminates at Mansfield Hollow State Park, located just to the north of the ballfields.

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5. Project Description - Provide a detailed description of the proposed improvements.

- Provide project location plan.
A Project Location Map is attached as Exhibit 5A.
- Provide conceptual plan of project. Recommended conceptual plan size limit is 11" x 17"; however, if detailed conceptual plans are available, 24" x 36" plans can be submitted.
A Preliminary Concept Plan is attached as Exhibit 5B.

A five (5) foot wide, bituminous walkway will be constructed along the east side of Route 89 from its intersection with Route 195 to the Southeast Elementary School property (total distance ±3,300 feet). The preliminary engineering assessment noted the following features that will be incorporated into the design:

1. Fill along the wetlands between Rt 195 and the first curve on Rt 89. This will also require that a 36" culvert be extended. The roadside swale approaching the first curve will also need to be relocated to allow for the pathway.
2. A mature Arborvitae hedge and an old rubble wall (not in pristine shape) just to the north of Clark Street will have to be relocated.
3. A similar hedge just south of Pinewoods Lane will have to be replanted to make room for the walkway.
4. A brick landscaping wall along a residential driveway just north of Pinewoods Lane will have to be altered to make room for the walkway.
5. The existing retaining wall just south of the school property will have to be rebuilt or at least extended to provide room at the level of the roadway for the new walkway.
6. Pedestrian crosswalks will be striped at the entrances to Clark Street/Centre Street and Pinewoods Lane which are on the proposed walkway routing.
7. A local wetlands permit will be required for work within 150 feet of wetlands
8. A DOT encroachment permit will be required for work within the State's Route 89 right-of-way.
9. Because the beginning of this walkway is within the Town's Mansfield Center Historic District, a review by the Historic District Commission will be required. (A similar review was required for the Mansfield Center Walkway along Route 195.)

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6. **Project Constructability/Potential Impacts** - Describe if project will involve impacts to any of the following: wetlands, utilities, retaining walls, storm water drainage, bridges, culverts, historical properties and parks; traffic signals or railroad crossings.
- *Wetlands.* As noted under Project Description, above, there are wetlands along the first section of Route 89 that will require a local permit. The impacts to this area will be minor, and if necessary mitigated to satisfy the Inland Wetlands Agency.
 - *Culverts.* A DOT culvert on Route 89 near the first curve will have to be extended, and a short section of road's edge swale will have to be moved south and east as well. Neither is expected to be complicated.
 - *Fences/Walls.* A low-height (less than 2 feet) brick landscaping wall will have to be altered for the walkway to pass over a residential driveway; perimeter fencing along the road will also need to be relocated on the same property. A short section of rubble wall will also have to be moved near one residence.
 - *Landscaping.* Two mature arborvitae hedges will have to be relocated to provide room for the walkway. The Town has recently done a similar hedge relocation for its Separatist Road bikeway.
 - *Retaining Walls.* Up to 200 feet of a 6 foot retaining wall will either have to be rebuilt or extended along a residential driveway area that parallels Route 89 just south of the school property.
 - *Easements.* Up to 9 easements along the proposed walkway frontage may be required to accommodate the facility. As per the SRTS program guidelines, the Town will procure these easements in conformance with the Federal Relocation act. The Town has procured similar easements for many of its bikeway/walkway projects.
 - *Historic Properties.* Historic District Commission review will be required for the portion of the walkway within the Mansfield Center Historic District.
7. **Letters of Support** - Identify all partner organizations that will play a role in completing the project by providing letters of support.

Note: If your project is short listed for funding, a resolution of support will be required. See Appendix D.

Please see attached letters of support from the following organizations

- Town of Mansfield: Letter of Support from Town Manager Matthew Hart
- Mansfield Public Schools: Letter of Support from Superintendent Fred Baruzzi
- Eastern Highlands Health District: Letter of Support from Director Robert Miller
- Connecticut State Police: Letter of Support from Resident Trooper Sergeant James Kodzis
- Mansfield Advocates for Children: Letter of Support from Sandy Baxter
- ACHIEVE: Letter of Support from Ande Bloom, ACHIEVE Coach
- Mount Hope Montessori School: Letter of Support from Director Kathleen Krider

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8. Preliminary Construction Cost Estimate:

It is recommended that project costs range from \$150,000 to \$500,000.
 Costs estimates may change during design and construction phases of project, and any final costs that actually exceed the estimate will be the responsibility of the municipality.

Contract Items**	\$ 412,500
Contingencies (10% of Contract Items)	\$ 41,300
Incidentals – State (10% of Contract Items)	\$ 41,300
Right-of-Way/Easements	\$ By Town
Design	\$ By Town
Construction Engineering – Municipality (inspection) (if applicable)	\$ By Town
Total Estimated Construction Cost	\$ 495,100

** The Department's Preliminary Cost Estimate Guidelines and Project Cost Estimating Worksheet is available at following link:
<http://www.ct.gov/dot/cwp/view.asp?A=2303&Q=273364>

Connecticut Department of Transportation
Safe Routes to School
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Application Certification and Signatures:

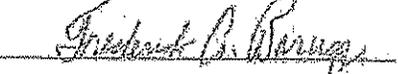
Appropriate officials are to certify as to the completeness and accuracy of the application and sign and date the application.

By signing below, I certify that I have personally examined and am familiar with the information submitted in this document and all attachments thereto, and I certify that the submitted information is true, accurate and complete to the best of my knowledge and belief. I understand that a false statement made in the submitted information may be punishable as a criminal offense under § 53a-157b of the Connecticut General Statutes.

Local Agency Official (Public Works, Town Engineer, etc.)

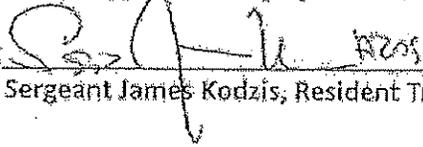
Name: Lon Hultgren Title: Director of Public Works
Phone Number: 860.429.3332 Email: HultgrenLR@mansfieldct.org
Signature:  Date: 8/1/11

School Official (Superintendent, Principal, etc.)

Name: Fred A. Baruzzi Title: Superintendent
Phone Number: 860.429.3356 Email: Baruzzifa@mansfieldct.org
Signature:  Date: 8/1/11

Local Law Enforcement Agency Approval

It is recommended that the applicant obtain a letter of support from its local law enforcement agency showing support for the project or obtain the official's signature on the application form.

Signature:  Date: 8/1/11
Sergeant James Kodzis, Resident Trooper

Town of Mansfield
Southeast Elementary School Walkway
 Location Map (Exhibit 5A)



Map Legend



Southeast Elementary School



One Mile Radius from
 Southeast Elementary
 School



Existing Trail System



Existing Walkway within 1
 mile radius of Southeast
 School



Proposed Walkway



Town of Mansfield
Southeast Elementary School Walkway
 Preliminary Concept Plan (Exhibit 5B)

Southeast Elementary School

Mansfield Public Library

Property Lines/Existing Right-of-Way boundaries

Proposed Walkway (±3,300 Feet)
 A 5-foot wide bituminous walkway will be constructed along the east side of Route 89/Warrenville Road from its intersection with Route 195/Storrs Road to Southeast Elementary School. Where possible, the walkway will be constructed within the existing right-of-way; easements will be obtained when needed.

Existing Walkway (±2,330 Feet)
 A 5-foot wide bituminous walkway currently exists along the east side of Route 195/Storrs Road from the southeast corner of Route 195 and Route 89/Warrenville Road south to Bassetts Bridge Road (see Exhibit 5A • Location Map)

Key Design Features
 As identified in Preliminary Engineering Assessment

Route 195/Storrs Road to Centre Street
 Fill along the wetlands between Rt 195 and the first curve on Rt 89. This will also require that a 36" culvert be extended. The roadside swale approaching the first curve will also need to be relocated to allow for the pathway.

34 Warrenville Road (NEC Warrenville Road and Clark Street)
 A mature Arborvitae hedge and an old rubble wall (not in pristine shape) just to the north of Clark Street will have to be relocated.

100 Warrenville Road
 A similar hedge to the one located at 34 Warrenville Road will have to be replanted to make room for the walkway.

118 Warrenville Road

- A brick landscaping wall along a residential driveway will have to be altered to make room for the walkway.
- The existing retaining wall just south of the school property will have to be rebuilt or at least extended to provide room at the level of the roadway for the new walkway.
- An existing fence will need to be relocated and landscaping re-established.

Crosswalks
 Pedestrian crosswalks will be striped at the entrances to Centre/Clark Street and Pinewoods Lane.

34

EXISTING WALKWAY EXTENDS TO BASSETTS BRIDGE ROAD

Town of Mansfield
Walkways/Transportation Account - 400-83308
As of April 9, 2014

Adjusted Budget	\$	815,366
Less: Expenditures To Date		
51603 Temporary	302,228	
53122 Legal Services	4,680	
53924 Advertising	3,610	
53925 Printing & Binding	3,171	
54701 Building Supplies	1,352	
55106 Easements	13,073	
55201 Architects - Engineers	148,733	
55203 Construction Costs	28,448	
55216 Other/Miscellaneous	6,974	
55234 STORRS CENTER PROFESSIONAL SERVI	166,330	
55303 Streets - R.O.W's	44,211	
55304 Sidewalks - Curbs	104,735	
Total Expenditures to Date		<u>827,546</u>
Balance as of April 9, 2014		(12,180)
Adjustments:		
Charge 2012/13 E. Ohlund time to Storrs Center grants (estimate)		56,000
Charge 2013/14 E. Ohlund time to Storrs Center grants (estimate)		<u>37,000</u>
Estimated Adjusted Balance as of April 9, 2014		80,820
FY 2014/15 Proposed Appropriation		<u>100,000</u>
Estimated Balance Available as of July 1, 2014	\$	<u><u>180,820</u></u>

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *Matt*
Cc: Maria Capriola, Assistant Town Manager; John Carrington, Director of Public Works; Linda Painter, Director of Planning and Development, Cynthia van Zelm, Executive Director of the Mansfield Downtown Partnership, Inc.
Date: April 15, 2014
Re: Acceptance of Bolton Road Extension, Royce Circle, Wilbur Cross Way and Charles Smith Way

Subject Matter/Background

In 2013, the Town constructed three new roads, Bolton Road Extension, Royce Circle and Wilbur Cross Way, under the Village Street and Transit Pathways project for Storrs Center. Normally a road is constructed through an approved plan of development, constructed by a developer and submitted to the Town for acceptance. These roads are unique in that they were built by the municipality on Town-owned property. These roads have not been formally accepted by the Town.

Financial Impact

Our Department of Public Works is responsible for the maintenance of these roads using Town employees, which has been estimated at one full-time equivalent position.

Legal Review

The Town Attorney has reviewed the matter and recommends the Town Council formally accept these three new roads.

Recommendation

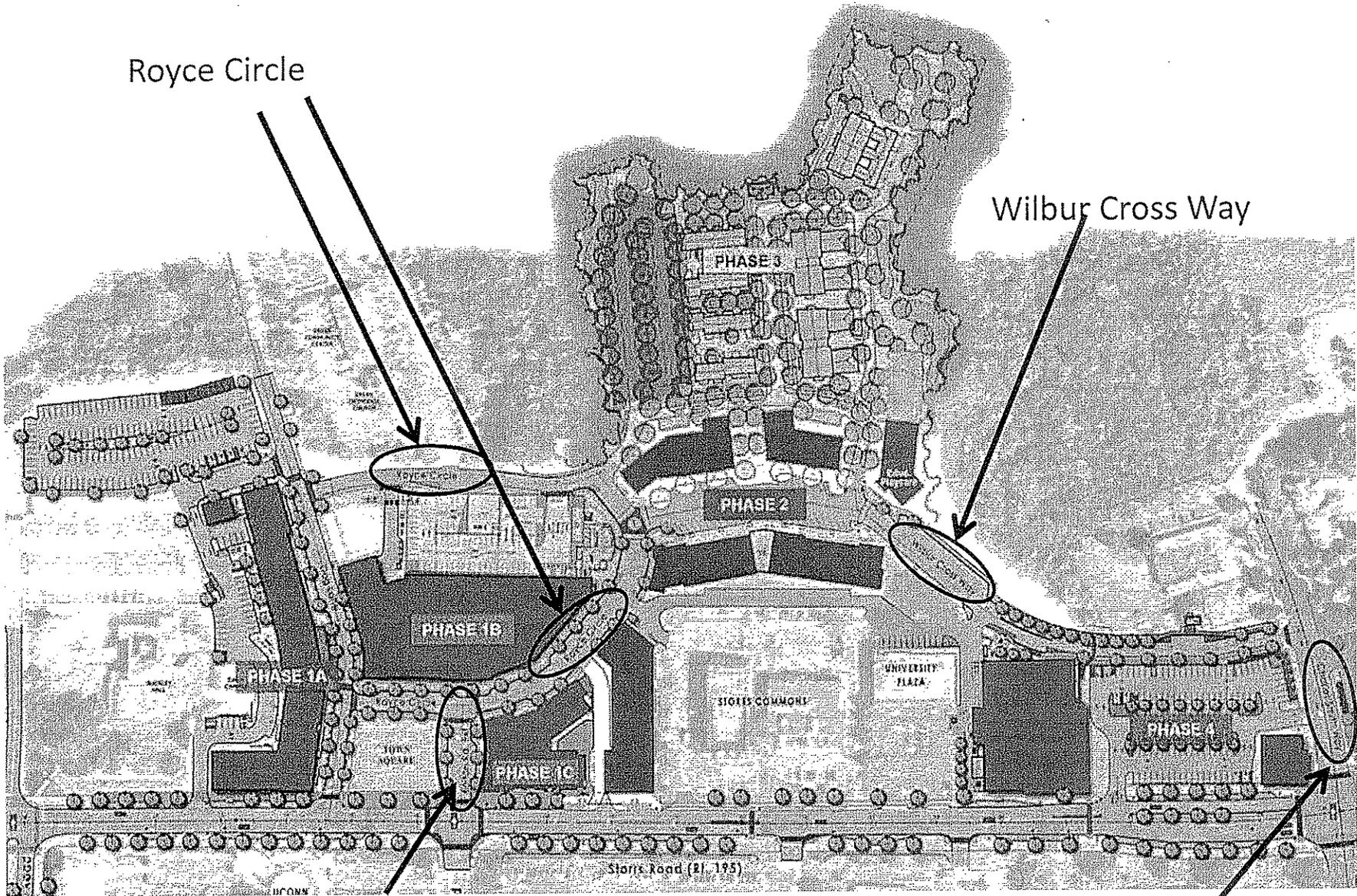
In keeping with our customary procedure and in compliance with state law, staff recommends that this item be referred to the Planning and Zoning Commission for review pursuant to Section 8-24 of the Connecticut General Statutes.

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

Move, effective April 15, 2014, to refer the acceptance of Bolton Road Extension, Royce Circle, Wilbur Cross Way and Charles Smith Way as municipal roads to the Planning and Zoning Commission for review pursuant to section 8-24 of the Connecticut General Statutes.

Attachments

1) Map



Royce Circle

Wilbur Cross Way

Bolton Road Ext

Charles Smith Way

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MH*
CC: Maria Capriola, Assistant Town Manager; Cherie Trahan, Director of Finance; Fred Baruzzi, Superintendent to Schools
Date: April 15, 2014
Re: Consolidation of Non-educational Services (PA 13-60)

Subject Matter/Background

On October 1, 2013, Public Act 13-60, An Act Concerning the Consolidation of Non-educational Services, went into effect. This act is a state initiative to encourage towns and cities to seek greater intra-municipal cooperation and efficiencies related to non-educational spending. It requires that the local spending authority make recommendations to the local board of education regarding how they may consolidate non-educational services to realize financial efficiencies. The board of education may accept or reject the suggestions; however, it must submit a written explanation of the reason for any rejections.

Recommendation

The Finance Committee has reviewed this subject in some detail and has the following recommendations:

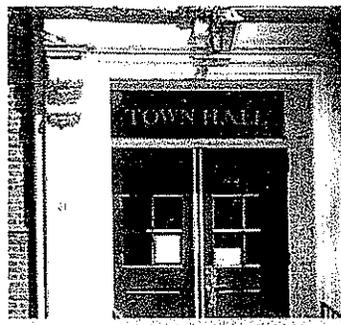
- 1) The Town and Mansfield Public Schools human resource departments look to enhance our current programs by:
 - a. Researching shared software opportunities, particularly in the area of performance reviews and recruitment
 - b. Consolidating employee training opportunities
- 2) The Town Manager's office and the Superintendent's office research consolidation of labor counsel services

If the Town Council agrees with the recommendations of the Finance Committee, the following motion is in order:

Move, effective April 15, 2014, to authorize the Mayor to transmit the attached memorandum to the Mansfield Board of Education detailing the Town Council's recommendations for the consolidation of non-educational services.

Attachments

- 1) CCM Municipal Management Bulletin No. 13-28; Public Act No. 13-60
- 2) Draft Memo from the Town Council to the Board of Education



October 4, 2013, Number 13-28



Municipal Management Bulletin

500 CHAPEL STREET, 9th FLOOR, NEW HAVEN, CT 06510-2807 PHONE (203) 498-3000 FAX (203) 562-6314

CONSOLIDATION OF NONEDUCATIONAL SERVICES

Public Act 13-60

New Law Could Help Municipalities Realize Savings

Effective October 1, 2013

PA 13-60, An Act Concerning the Consolidation of Noneducational Services, is an initiative to encourage towns and cities to seek greater intramunicipal cooperation and efficiencies related to noneducational spending.

PA 13-60 requires:

- A local board of finance or board of selectmen to make spending recommendations and suggestions to the local board of education regarding how such a board may consolidate noneducational services to realize financial efficiencies. Suggestions must be made within 10 days of the date the board of education submits its budget estimate. The board of education may accept or reject the suggestions; however, it must submit a written explanation of the reason for any rejection.
- Local school boards that have adopted policies authorizing limited appropriation transfers in emergency situations to provide a written explanation of the transfer to the municipality's legislative body or, if the legislative body is a town meeting, the board of selectmen, rather than only announcing it at the next regularly scheduled school board meeting.

The Office of Legislative Research (OLR) has provided a detailed analysis of PA 13-60. That report may be found [here](#).

##

If you have any questions regarding this bulletin, please contact Randy Collins of CCM at rcollins@ccm-ct.org or 860-707-6446.



Substitute Senate Bill No. 815

Public Act No. 13-60

AN ACT CONCERNING THE CONSOLIDATION OF NONEDUCATIONAL SERVICES.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. Subsection (a) of section 10-222 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2013*):

(a) Each local board of education shall prepare an itemized estimate of the cost of maintenance of public schools for the ensuing year and shall submit such estimate to the board of finance in each town or city having a board of finance, to the board of selectmen in each town having no board of finance or otherwise to the authority making appropriations for the school district, not later than two months preceding the annual meeting at which appropriations are to be made. The board or authority that receives such estimate shall, not later than ten days after the date the board of education submits such estimate, make spending recommendations and suggestions to such board of education as to how such board of education may consolidate noneducational services and realize financial efficiencies. Such board of education may accept or reject the suggestions of the board of finance, board of selectmen or appropriating authority and shall provide the board of finance, board of selectmen or appropriating authority with a written explanation of the reason for any rejection. The money appropriated by any municipality for the maintenance of public schools shall be expended by and in the discretion of the board of education. Except as provided in this subsection, any such board may transfer any unexpended or uncontracted-for portion of any appropriation for school purposes to any other item of such itemized estimate. Boards may, by adopting policies and procedures, authorize designated personnel to make limited transfers under emergency circumstances if the urgent need for the transfer prevents the board from meeting in a timely fashion to consider such transfer. All transfers made in such instances shall be announced at the next regularly scheduled meeting of the board and a written explanation of such transfer shall be provided to the legislative body of the municipality or, in a municipality where the legislative body is a town meeting, to the board of selectmen. Expenditures by the board of education shall not exceed the appropriation made by the municipality, with such money as may be received from other sources for school purposes. If any occasion arises whereby additional funds are needed by such board, the chairman of such board shall notify the board of finance, board of selectmen or appropriating authority, as the case may be, and shall submit a request for

additional funds in the same manner as is provided for departments, boards or agencies of the municipality and no additional funds shall be expended unless such supplemental appropriation shall be granted and no supplemental expenditures shall be made in excess of those granted through the appropriating authority. The annual report of the board of education shall, in accordance with section 10-224, include a summary showing (1) the total cost of the maintenance of schools, (2) the amount received from the state and other sources for the maintenance of schools, and (3) the net cost to the municipality of the maintenance of schools. For purposes of this subsection, "meeting" means a meeting, as defined in section 1-200, and "itemized estimate" means an estimate in which broad budgetary categories including, but not limited to, salaries, fringe benefits, utilities, supplies and grounds maintenance are divided into one or more line items.

Approved June 3, 2013

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

Date: April xx, 2014
To: Mansfield Board of Education
Subject: PA 13-60, Act Concerning the Consolidation of Non-educational Services

PA 13-60, effective October 1, 2013, is a State initiative to encourage towns and cities to seek greater intra-municipal cooperation and efficiencies related to non-educational spending. PA 13-60 requires that the local spending authority make spending recommendations and suggestions to the local board of education regarding how they may consolidate non-educational services to realize financial efficiencies. The board of education may accept or reject these suggestions; however, it must submit a written explanation of the reason for any rejection.

Pursuant to this act, the Town Council's Finance Committee has been reviewing this subject in great detail since November, 2013. As part of this review the Committee acknowledged all the ways the Town and the Board of Education currently share services. These include financial management, information technology services, facilities management, cooperative purchasing, and shared risk management. The citizens of Mansfield have benefited from these many initiatives over the past twenty years. It is in this spirit that we make the following recommendations:

1. The Town and Board of Education human resource departments look to enhance our current programs by:
 - a. Researching shared software opportunities, particularly in the area of performance reviews and recruitment
 - b. Consolidating employee training opportunities
2. The Town Manager's office and the Superintendent's office research consolidation of labor counsel services

As we have over the past twenty years or more, we look forward to working cooperatively with the Board of Education for the benefit of all Mansfield citizens.

Sincerely,

Elizabeth C. Paterson
Mayor

PAGE
BREAK



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager; John Carrington, Director of Public Works; Linda Painter, Director of Planning and Development
Date: April 15, 2014
Re: Memorandum of Agreement with Connecticut Water Company, Water System Advisory Committee

Subject Matter/Background

As required by Section 9.4 of the Water Supply Definitive Agreement, attached please find a draft Memorandum of Agreement (MOA) between the Town and the Connecticut Water Company (CWC) regarding the establishment of a water system advisory committee. The Town and the CWC are required to execute the MOA within 120 days of the execution of the Definitive Agreement. This 120-day period expires on May 21, 2014.

The draft MOA tracks the language in the Definitive Agreement and is designed to establish the parameters and terms of the following subject areas:

- Committee membership and terms
- Role of the advisory committee
- Meetings

Legal Review

Bruce Tobey, the Town's special legal counsel who assisted with the Definitive Agreement has provided input into the draft, as prepared by Maureen Westbrook of Connecticut Water and me.

Recommendation

I recommend that the Council refer this item to the Committee on Committees to review and to develop a recommendation for the Town Council as a whole.

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

Move, effective April 15, 2014, to refer the draft Memorandum of Agreement between the Town of Mansfield and the Connecticut Water Company, concerning the Water System Advisory Committee, to the Committee on Committees to review and to develop a recommendation for the Town Council as a whole.

Attachments

- 1) Draft MOA between Town of Mansfield the CWC
- 2) Definitive Water Supply Agreement between Town of Mansfield and CWC
(less Exhibits)

Water System Advisory Committee Memorandum of Agreement

In accordance with the terms of the Water Supply Definitive Agreement dated January 21, 2014, between The Connecticut Water Company ("CWC") and the Town of Mansfield, the parties have agreed to establish a Water System Advisory Committee ("Advisory Committee") to provide local input and ensure communication and collaboration relating to the water system, local planning, economic development, water and land conservation, and environmental stewardship.

The water system shall include the Capital Improvements to extend water from Tolland to the University and Mansfield, including the Four Corners area, and the Existing Infrastructure that has been used by the University to provide water service to customers in the Town of Mansfield. In addition, the system shall include any capacity upgrades made by CWC to meet the demands pursuant to the CWC Water Supply Plan provided to the Department of Public Health.

It is agreed that the Advisory Committee shall be established and operated in accordance with the following guidelines:

A. Committee Membership and Terms

- 1) CWC will convene a Water System Advisory Committee, and shall invite representatives of the Town, UConn, adjacent municipalities, regional planning agencies, and other stakeholders as follows:
 - a. Mansfield - three representatives:
 - One from the Conservation Commission;
 - One from the Economic Development Commission; and
 - One member as appointed by the Town Council
 - b. The towns of Coventry, Tolland and Windham - one representative each
 - c. The University of Connecticut - one representative
 - d. The Executive Director of the Council of Governments or his/her staff designee
 - e. The Director of the Eastern Highlands Health District or his/her staff designee
 - f. One representative from each of the following environmental organizations:
 - Willimantic River Alliance
 - Joshua's Trust
- 2) The selection of the members will be decided by each community or organization; a diverse representation of municipal, residential, business and industrial customers and various stakeholder interests is encouraged.

- 3) Each representative of the Advisory Committee shall serve a term of two (2) years. There is no limit on the number of terms which a representative may serve. A member's term on the Advisory Committee may be terminated if the individual's repeated lack of attendance impedes the ability of the Committee to perform their duties.
- 4) Whenever a member resigns or is removed from the Advisory Committee the municipality or organization which that member represented shall select a replacement in a manner that the municipality or organization deems proper.

B. Role of the Advisory Committee

- 1) The Advisory Committee shall:
 - a. Advise CWC in connection with the supply of Potable Water and the operation, expansion and integration of the CWC System
 - b. Provide information regarding plans and regulations of local land use commissions, consistency of proposals with the Plan of Conservation and Development, and future water supply needs that should be considered in the CWC Water Supply Plan
 - c. Make recommendations of best management practices, including but not limited to water conservation programs, and shall work cooperatively with CWC in the implementation thereof
 - d. Serve in an advisory role and shall not approve or deny specific projects or otherwise limit CWC's ability to perform their obligations under the Agreement with the Town or the University or to comply with other statutes or regulations.
- 2) The Advisory Committee shall be advisory-only in nature. No action of the Advisory Committee will limit or impair any of the rights or powers of the Parties. The Advisory Committee shall conduct its work in a manner which is prudently expeditious and which neither unreasonably delays nor withholds review.
- 3) The Advisory Committee shall receive, review and report to the Mansfield Director of Planning on the following requests for water service in Mansfield:
 - a. Connections to the CWC System in Mansfield, whether a new use or change to existing use, that require a change in zoning or approval by a local land use commission
 - b. Any extension of the CWC System in Mansfield after the Completion Date
- 4) The Mansfield Director of Planning shall advise the Committee chair of a request for water service that requires review by the Advisory Committee with information on when such application will be heard before the applicable local land use commission and the statutory deadlines for action by the commission. The Advisory Committee shall meet and provide any recommendations regarding

such requests in a way that neither unreasonably delays or withholds review. No local land use commission will be required to delay action on an application that would conflict with statutory deadlines for action because the Advisory Committee has not provided their recommendation. If the Advisory Committee has not commented with sufficient time for the commission to act in accordance with their statutory deadlines, then the Committee shall be deemed to have waived the opportunity to comment on that application.

- 5) The Company shall advise the Advisory Committee in advance of filing of any application for a general rate increase with PURA that would impact the customers in Mansfield or other Advisory Committee member towns.

C. Meetings

- 1) The Advisory Committee will meet no less than quarterly for two years beginning no later than July 1, 2014 as the Capital Improvements are designed and constructed, and thereafter as needed to provide for the timely review of applications under consideration by Mansfield land use commissions but no less frequently than semi-annually.
- 2) The time and location of the meetings shall be determined by the committee, with notice of all meetings of the Advisory Committee provided on the Company's website with copies provided to the Mansfield Town Clerk.
- 3) Meetings shall be open to the public and there shall be an opportunity for public comment provided at each meeting.
- 4) All meeting materials shall be publicly available except materials deemed to be security sensitive pursuant to *Connecticut General Statutes* Section 1-200(6)(c).
- 5) The Committee shall adopt and may amend such rules of procedure for the conduct of its affairs as it deems appropriate to fulfill its duties. Procedure for establishing a quorum and conduct of meetings shall be consistent with Roberts Rules of Order.
- 6) A majority of the members of the Advisory Committee constitutes a quorum for taking any action. The vote of the majority of the members present at a meeting at which a quorum is present is an act of the Advisory Committee.
- 7) An affirmative act of the Advisory Committee shall be recorded and shall be required in order to approve any matter that is before it. The absence of a quorum or a failure of the Committee to vote for a recommendation on a matter shall not preclude or delay action by the Company, or any local board or commission.

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

TOWN OF MANSFIELD, CONNECTICUT

By: _____
Name: Matthew W. Hart
Title: Town Manager

CONNECTICUT WATER COMPANY

By: _____
Name: Eric W. Thornburg
Title: President & CEO

DRAFT

WATER SUPPLY DEFINITIVE AGREEMENT

THIS AGREEMENT, is made and entered into as of the 21st day of January 2014, by and between the TOWN OF MANSFIELD, CONNECTICUT, a municipal corporation organized and existing under the laws of the State of Connecticut ("Town"), and CONNECTICUT WATER COMPANY, a Connecticut corporation having its principal offices at Clinton, Connecticut (together with its successors and assigns, "CWC").

RECITALS

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

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

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

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

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

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

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

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

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

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

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

SECTION 1. DEFINITIONS AND ADOPTION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Customer” shall mean any Existing Customer and New Customer as defined herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Town” shall mean the Town of Mansfield, Connecticut.

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

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

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

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

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

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

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

SECTION 2. WATER SUPPLY

2.1 Water Supply Service.

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

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

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

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

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

2.2 New Service Connections

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

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

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

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

- (iii) Connections to the CWC System in Mansfield, whether a new use or change to existing use that require a change in zoning or approval by a local land use commission shall be permitted after (a) providing notice to the Director of Planning and Development, (b) allowing for review by the Advisory Committee, and (c) demonstration by the applicant to CWC that all required approvals are secured.
- (iv) Any extension of the CWC System in Mansfield after the Completion Date shall be undertaken in consultation with the Advisory Committee established pursuant to Section 9.4 hereof and permitted if the applicant has demonstrated to CWC that all required approvals have been secured and such extension complies with the CWC Main Extension Agreement as applicable.

SECTION 3. WATER RATES, CHARGES AND CUSTOMERS

3.1 Customer Water Rates

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

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

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

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

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

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

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

3.2 Water Supply Planning and Information Sharing

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

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

SECTION 4. REPRESENTATIONS, WARRANTIES AND COVENANTS

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

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

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

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

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

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

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

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

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

SECTION 5. CAPITAL IMPROVEMENTS AND SYSTEM DEVELOPMENT

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

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

5.3 Right of Review and Approval. The Town, its employees, agents, representatives and contractors (which may be selected in the Town's sole discretion) shall have the right, but no obligation, to review and approve those aspects of the design, engineering, materials and construction plans and specifications proposed by CWC for the Capital Improvements that relate to design, standards and conditions outlined in the ROD, provided that any such Town review and approval shall not be unreasonably delayed or withheld, and provided further that the Town will timely advise CWC if the Town intends not to undertake such review and/or such approval process.

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

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

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

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

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

SECTION 6. WATER SUPPLY INFRASTRUCTURE OWNERSHIP AND MANAGEMENT

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

6.2 License to CWC.

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

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

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

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

SECTION 7. INSURANCE, INDEMNIFICATION AND DISPUTE RESOLUTION PROCEDURES

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

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

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

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

SECTION 8. WATER SUPPLY PERMITTING AND LICENSING

8.1 Regulatory Permits and Approvals.

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

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

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

SECTION 9. METERS, BILLING, RECORDS AND COMMUNITY COORDINATION

9.1 Water Meters.

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

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

9.2 Billing.

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

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

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

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

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

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

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

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

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

9.5 Best Management Practices. In addition to any recommendations of the Advisory Committee, the Parties agree to the following best management practices:

(a) During non-emergency phases of the CWC Emergency Contingency Plan, such as a water supply advisory, watch or warning, the Town would work cooperatively with CWC to encourage Customers to reduce water use consistent with the CWC Emergency Contingency Plan.

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

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

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

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

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

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

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

SECTION 10. FORCE MAJEURE EVENT AND SPECIAL NOTICE

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

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

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

SECTION 11. GENERAL PROVISIONS

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

Notice to the Town shall be sufficient if given to:

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

with a copy to:

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

Notice to CWC shall be sufficient if given to:

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

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

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

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

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

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

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

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

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

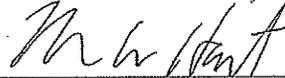
11.9 Assignment; Successors and Assigns. This Agreement may not be assigned by CWC without the prior written consent of the Town. This Agreement shall not inure to the benefit of any CWC successor without the prior written consent of the Town.

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

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

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

TOWN OF MANSFIELD, CONNECTICUT

By: 

Name: Matthew W. Hart

Title: Town Manager

CONNECTICUT WATER COMPANY

By: 

Name: Eric W. Thornburg

Title: President & CEO

Exhibit	Description
A	"Capital Improvements" to interconnect the CWC system to the UConn System, and the infrastructure on Middle Turnpike that would serve the Four Corners in Mansfield.
B	"CWC Emergency Contingency Plan"
C	"CWC Main Extension Agreement"
D	Rules and Regulations of the Connecticut Water Company
E	Summary of principal Laws applicable to this Agreement
F	The rates and charges of UConn as of the Effective Date of this Agreement
G	Town Infrastructure
H	UConn/CWC Agreement
I	UConn Infrastructure
J	UConn Off Campus Infrastructure



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MH*
CC: Maria Capriola, Assistant Town Manager
Date: April 15, 2014
Re: Memorial Day Ceremonial Presentation Planning Subcommittee

Subject Matter/Background

Staff has placed this item on the agenda to allow the Town Council to appoint members to the Council's planning subcommittee for the Council's Memorial Day ceremonial presentation.

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