



**7:25 PM: Ceremonial  
Presentation to present a  
Proclamation in Honor of  
Fire Chief David Dagon**

**TOWN OF MANSFIELD  
TOWN COUNCIL MEETING  
Monday, April 28, 2014  
COUNCIL CHAMBERS  
AUDREY P. BECK MUNICIPAL BUILDING  
7:30 p.m.**

**AGENDA**

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**FUTURE AGENDAS**

**EXECUTIVE SESSION**

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

**ADJOURNMENT**

REGULAR MEETING – MANSFIELD TOWN COUNCIL  
March 24, 2014  
DRAFT

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

I. ROLL CALL

Present: Kessler, Kochenburger, Marcellino, Moran, Paterson, Raymond, Ryan, Shapiro, Wassmundt

II. APPROVAL OF MINUTES

Mr. Shapiro moved and Mr. Ryan seconded to approve the minutes of March 10, 2014 special meeting, as presented. Motion passed with all in favor except Mr. Kochenburger who abstained. Mr. Shapiro moved and Mr. Ryan seconded to approve the minutes of the March 10, 2014 regular meeting, as presented. Motion passed with all in favor except Mr. Kochenburger who abstained.

III. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Ric Hossack, Middle Turnpike, raised objections to a number of items on the agenda including the goal setting process, the proposed nonunion pay increases, the Board of Education proposed budget increase, the proposed settlement agreement with Desman Associates, and asked the Council to not increase his taxes.

Brian Coleman, Centre Street, posed a number of questions regarding the Section 8 Housing Program (statement attached, submitted information posted as a communication in the April 14, 2014 packet).

IV. REPORT OF THE TOWN MANAGER

In addition to his written report Town Manager Matt Hart noted his disagreement with Mr. Hossack's characterization of his comments regarding the pros and risks involved in the development agreement. The Town's share of the overruns on the garage will be paid from the Storrs Center Reserve Fund.

Ms. Wassmundt asked that during the Town Manager's meetings with state legislators, he also pursue options which would allow the Town to switch to a different pension plan and use an employee's base salary as the basis for pension payouts. Mr. Hart offered to take the suggestions under advisement but noted that the legislation currently being considered addresses an increase in the employee contribution to CMERS.

V. REPORTS AND COMMENTS OF COUNCIL MEMBERS

Ms. Moran reported that she and the Mayor attended the Mansfield Tomorrow forum on agriculture which they found both interesting and detailed. Ms. Moran urged members of the public to review the draft document and provide their comments.

Mr. Shapiro moved and Mr. Ryan seconded to proceed immediately to Item 4, Mansfield Housing Authority Section 8 Program, and Item 5, Revised Agricultural Lease for Baxter Field, prior to Old Business. Motion passed unanimously.

VI. OLD BUSINESS

1. Community Water and Wastewater Issues

Connecticut Water Company will be hosting an informational meeting on the diversion permit application for the pipeline project on March 31, 2014 at 6:00 p.m. in the Community Center. The Four Corners Water and Sewer Advisory Committee will be meeting on April 1, 2014. The Town Manager will be meeting with staff and consulting

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engineers from Weston and Samson to discuss the design of the pump station, trunk line and collection system. The Town Manager will update the Council at their next meeting.

2. Storrs Center Update

A Main Street Homes Information Session concerning the condos and town houses to be built in Phase III will be offered on April 2, 2014 at the Nathan Hale Inn. The Nash-Zimmer Intermodal Center will be opened officially on April 14, 2014.

3. Town Council Goal Setting

Ms. Wassmundt moved, and Mr. Kegler seconded to endorse the following goal statement:

The goal of the Mansfield Town Council is to provide effective and efficient infrastructure and municipal services based on the core principals of honesty, fairness, and dependability to all those who live, work or own property within the Town so as to make the community a desirable and affordable place to live.

Members discussed the difference between goals and mission statements, the need to measure how the Town is doing, and the need to prioritize goals.

Mr. Ryan called the question. The motion to call the question passed.

The motion failed with Kegler, Raymond and Wassmundt in favor and Kochenburger, Marcellino, Moran, Paterson, Ryan and Shapiro against the motion.

Mr. Shapiro moved and Mr. Ryan seconded Move, effective March 24, 2014, to adopt the 2014-15 Town Council Goals and Objectives as presented and to add the document to the Mansfield Town Council policy index.

Ms. Raymond moved and Mr. Kegler seconded to amend the motion to add the goal of a review of lessons learned during the Storrs Center Project. This goal would be added under Service Delivery.

Members discussed various subject matters which might be appropriate for review at this time including a fiscal analysis, a report on the effect on other businesses in Town, an evaluation of public/private partnerships, the design of the project, the structure of the contracts, and comments from Public Works.

Mr. Shapiro offered a motion to amend the main motion, to delete Ms. Raymond's previously offered amendment, and to substitute the following:

Under the Service Delivery section include a review of the Town's portion of the Storrs Center project to determine what lessons have been learned.

Seconded by Mr. Kegler the motion passed with all in favor except Mr. Ryan who voted against the motion.

The motion, as amended passed with all in favor except Ms. Wassmundt who voted against the motion.

(2014-2015 Mansfield Town Council Goals and Objectives, as amended, attached.)

VII. NEW BUSINESS

4. Mansfield Housing Authority Section 8 Program

Rebecca Fields, Executive Director of the Mansfield Housing Authority, described the Section 8 Housing Program and discussed ways the Authority has worked to reduce their cost. The Authority is requesting \$12,000 from the Town of Mansfield and proportional amounts from other participating towns.

Council members agreed to flag this item for discussion during budget deliberations.

5. Revised Agricultural Lease for Baxter Field

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Mr. Shapiro moved and Mr. Ryan seconded, effective March 24, 2014, to authorize the Town Manager to execute the proposed Agricultural Lease for Baxter Field between the Town of Mansfield and the Galgowski Family, as revised by staff and the Town Attorney. The motion passed unanimously.

6. Building Security Plan Update

Emergency Management Director Fran Raiola and Information Technology Director Jamie Russell reported that after individually reviewing each Town facility they have arrived at a security plan for each building. The plan is to slowly implement these measures being conscious of the public use of the buildings.

7. FY 2013/14 Compensation Adjustments for Nonunion Personnel

Ms. Moran, Chair of the Personnel Committee, moved to: 1) increase the pay rates in the Town Administrators Pay Plan by 1.5%, retroactive to July 1, 2013; and 2) at the close of the fiscal year, to award an additional one-time payment equivalent to 0.5% of salary to regular nonunion employees in the Town Administrators Pay Plan, retroactive to July 1, 2013 for active nonunion employees serving on that date, and retroactive to the date of hire for active nonunion employees hired after July 1, 2013.

The motion passed with Kochenburger, Marcellino, Moran, Paterson, Ryan and Shapiro in favor and Kegler, Raymond and Wassmundt opposed.

7a. Settlement Agreement among the Town of Mansfield, Desman Associates and Day Pitney LLP

Mr. Shapiro moved and Mr. Kochenburger seconded, effective March 24, 2014, to authorize the Town Manager to execute the attached Settlement Agreement between the Town of Mansfield, Desman Associates and Day Pitney LLP.

The motion passed unanimously.

Town Manager Matt Hart distributed information requested by Ms. Wassmundt regarding Leyland Storrs, LLC contributions to the overrun costs.

VIII. REPORTS OF COUNCIL COMMITTEES

Mr. Kochenburger, Chair of the Committee on Committees, offered the following recommendations:

The appointment of Gretchen Hall to the Board of Commissioners of the Mansfield Housing Authority for a term ending 10/31/2018

The appointments of Rita Kornblum, Jordana Frost and Julie Campbell to the Mansfield Advocates for Children for terms ending 6/30/2016

The reappointment of Anita Bacon and the appointment of Lesley Dyson Minearo as regular members to the Historic District Commission for terms ending 1/1/2019

The motion passed with all in favor except Ms. Wassmundt who abstained.

Mr. Kochenburger reported the Ad Hoc Committee on Fee Waivers met last Friday and will have recommendations to propose at the next Town Council meeting.

Ms. Moran, Chair of the Responsible Contractor Ordinance, reported the Committee is beginning to wrap up their work and will bring their recommendations to the Council in the near future.

IX. DEPARTMENTAL AND ADVISORY COMMITTEE REPORTS

No comments offered.

X. PETITIONS, REQUESTS AND COMMUNICATONS

8. F. Baruzzi re: Mansfield Board of Education Budget for FY 2014-15

9. State of Connecticut Department of Emergency Services and Public Protection re: Reimbursement of Overtime and the Fringe Benefit Rate

10. State of Connecticut Office of the Probate Court Administrator re: Judge Twerdy

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11. Annual Town Meeting Flyer
12. Mansfield Minute – March 2014
13. Press Release: Mansfield Annual Report Now Available

XI. FUTURE AGENDA

As previously requested by Mr. Marcellino, a discussion of the location of the Probate Court will be added to an April agenda.

Mr. Kochenburger requested the use of iPads at meetings be discussed at a future meeting.

XII. ADJOURNMENT

Mr. Shapiro moved and Mr. Kegler seconded to adjourn the meeting at 10:00 p.m.  
Motion passed unanimously.

Elizabeth C. Paterson, Mayor

Mary Stanton, Town Clerk

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Tonight, it is my understanding that the Mansfield Housing Authority is requesting the town council consider the addition of \$12,000 in funding from the FYE 14-15 budget for the administrative costs associated with the section 8 Program. Before considering this I would ask that the council consider the following.

- 1.) After vouchers become portable how many are used in Mansfield from other municipalities and who incurs the administrative costs from that point on.
- 2.) Is this program reaching the desired client? Those that are in need of assistance with a stake in our community.
- 3.) Is there a decent fraud prevention program?
- 4.) Have all the possible administrative cost savings been implemented?

I would like to take a moment and ask the citizens of Mansfield that witness section 8 fraud report it and I ask that landlords do not participate with tenants that are fraudulent in any way. Those that are truly in need are the one hurt the most by fraud.

What is fraudulent behavior?

- 1.) Providing false financial information.
- 2.) A live in boyfriend or girlfriend providing financial assistance without being in the program or on the lease.
- 3.) Giving kickbacks or bribes.
- 4.) Criminal activity such as drug dealing.
- 5.) Under reporting income.

I am providing the guidelines from HUD to the clerk.

Brian Coleman

Centre ST.

## 2014-2015 Mansfield Town Council Goals and Objectives

### *Economic Development*

**Goal:** Establish policies, procedures, relationships and infrastructure that support a vibrant, diverse and sustainable business community in Mansfield, in accordance with sound land use and Smart Growth principles. ♦

#### **Objectives:**

- Focus development and redevelopment efforts in areas designated as appropriate under Plan of Conservation and Development or zoning (e.g. Storrs Center; Four Corners; Perkins Corners; Eastbrook Mall area; Frontage Road).
- Make progress on Four Corners water and wastewater project.
- Increase tax base (new growth), including completion of Storrs Center, in a responsible manner.
- Leverage UCONN Tech Park for job and business growth.
- Participate in UCONN development plans.
- Provide quality customer service to the business community and implement a streamlined permitting process consistent with zoning and other regulations.
- Research the feasibility of allocating resources for a dedicated economic development staff member under Planning and Development.

### *Education*

**Goal:** Maintain high quality, holistic education for all of Mansfield's youth while celebrating the individuality of each child. ♦

#### **Objectives:**

- Identify PreK-8 school infrastructure needs.
- Utilize enrollment projections, including anticipated impact associated with UCONN's expansion, to plan for infrastructure needs.

### *Financial Management*

**Goal:** Responsibly manage available financial resources to maintain quality services that are responsive to community needs.

#### **Objectives:**

- Engage in responsible budgeting; balance service needs with revenue constraints.
- Diversify revenue base in response to declining state revenues.
- Identify replacement schedules for capital needs and allocate resources through the capital budgeting process.
- Review infrastructure needs for the Town and schools; identify capital maintenance needs and lifespan for major buildings and facilities and allocate resources through the capital budgeting process.
- Review financial, human resources, and other policies as needed.

### *Open Space and Agriculture*

**Goal:** Work with stakeholders to preserve and maintain open space and viable working farms. ♦

#### **Objectives:**

- Preserve working farms and enhance agricultural opportunities.
- Acquire, preserve, and maintain open space.

### *Quality of Life*

**Goal:** Improve quality of life for all residents and stakeholders regardless of (dis)abilities, gender, race, religion, ethnicity, or socio-economic status. ♦

#### **Objectives:**

- Reduce blight in neighborhoods town-wide.
- Review feasibility of expanding the rental certification zone town-wide.
- Build a community supportive of young children and families.
- Enhance and maintain athletic fields.
- Ensure Storrs Center owner occupied housing is built to community vision.

### *Service Delivery*

**Goal:** Provide a range of quality services for quality living. ♦

#### **Objectives:**

- Re-define core services.
- Research and identify service sharing opportunities.
- Continue to improve positive Town-University relationships and partnerships.
- Continue to provide Human Services, with a focus on seniors and low to moderate income families.
- Provide support for recreation, health and wellness.
- Build organizational capacity for program evaluation, including a commitment to performance measurement.
- Continue review and implementation of the police services study, as resources permit.
- Evaluate service delivery for Fire and Emergency Services.
- Complete study of impact of Next Generation Connecticut and related UCONN initiatives on Mansfield.
- Consolidate and/or reduce the number of citizen advisory committees; review membership composition and engage residents aged 20's-40's.
- Review the Town's portion of the Storrs Center project to determine what lessons have been learned.

### *Sustainability*

**Goal:** Embrace sustainability as a principle in decision making. ♦

#### **Objectives:**

- Embrace sustainability and energy conservation as part of economic development strategy.
- Reduce municipal government's carbon footprint.

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♦ Denotes accomplishment, goal or objective links to the Town's following strategic vision points: *Education; Historic Character, Open Space & Working Farms; Housing; Public Safety; Recreation, Health and Wellness; Regionalism; Senior Services; Sustainability; Town-University Relations.*

Approved by the Mansfield Town Council on March 24, 2014  
Added to the Mansfield Town Council Policy Index

SPECIAL MEETING – MANSFIELD TOWN COUNCIL  
March 27, 2014

Mayor Elizabeth Paterson called the special meeting of the Mansfield Town Council to order at 6:30 p.m. in the Council Chamber of the Audrey P. Beck Building.

I. ROLL CALL

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

Excused: Kochenburger

Staff Present: Assistant Town Manager Maria Capriola, Finance Director Cherie Trahan, Fire Chief Dave Dagon, Assistant Director of Facilities Alan Corson, Director of Human Services Patricia Schneider, Library Director Leslie McDonough, Director of Planning and Development Linda Painter, Fire Marshal and Emergency Management Director Fran Raiola

1. Staff Reports/Communication

Town Manager Matt Hart distributed the latest state grant figures which reflect the actions of the Appropriation Committee. The consensus of the Council members was to continue to use the Governor's figures until a greater degree of certainty is achieved.

2. Programmatic Review

Department Heads reviewed the accomplishments, goals, and budget details for each program under their control.

a. General Government

The updated Town Council Goals and Objectives will be added to the Legislative narrative.

Flag – Proposed Graduate Assistant

Flag - Refined Estimate for Town Attorney Compensation

Request for Information – Provide list of entities which purchase gas from the Town via Public Works

Request for Information - Review the change in the percentage of tax assessment appeals resulting in adjustments

Flag – Property Assessment

b. Public Safety

Flag - State Trooper Program

Flag – Proposed Personnel Changes for Fire and Emergency Services

c. Community Services

To be discussed at a future meeting.

d. Community Development

Planning and Development, Planning and Zoning Commission/Inland Wetland, and Economic Development were discussed, the Building and Housing Inspection programs and budgets will be discussed at a future meeting.

e. Town Wide

To be discussed at a future meeting.

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3. Discussion of Proposed Budget/Council Questions  
To be discussed at the next meeting.

II. ADJOURNMENT

Mr. Shapiro moved and Mr. Ryan seconded to adjourn the meeting at 9:45 p.m.  
The motion passed unanimously.

Elizabeth C. Paterson, Mayor

Mary Stanton, Town Clerk

March 27, 2104

SPECIAL MEETING – MANSFIELD TOWN COUNCIL  
April 2, 2014

Mayor Elizabeth Paterson called the special meeting of the Mansfield Town Council to order at 6:30 p.m. in the Council Chamber of the Audrey P. Beck Building.

I. ROLL CALL

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

Excused: Kochenburger

Staff Present: Assistant Town Manager Maria Capriola, Finance Director Cherie Trahan, Director of Human Services Patricia Schneider, Library Director Leslie McDonough, Director of Building and Housing Mike Nintean and Director of Information Technology Jaime Russell.

1. Staff Reports/Communication

Town Manager Matt Hart distributed a summary of the estimated statewide changes to major municipal grants and answers to questions raised by Council members in prior meetings.

2. Programmatic Review

Department Heads reviewed the accomplishments, goals, and budget details for each program under their control.

a. Community Services

Human Services Director Pat Schneider reviewed the programs and budgets for the three Human Services Departments and the proposed grants to area agencies.

Clarification – Youth Services volunteers will be categorized by resident volunteers and student volunteers in the performance measurements

Library Director Leslie McDonough reviewed the accomplishments and goals of the library and discussed the proposed budget.

The Town Manager and the Director of Finance reviewed the Town's contribution to Eastern Highland Health District

b. Community Development

Director of Housing Mike Nintean reviewed the work of the Building Department and the Housing Department including their current and projected workload and budget.

Mr. Nintean will investigate and report back on activities at 1925 Storrs Road

c. Town Wide

Assistant Town Manager Maria Capriola reviewed the expenditures for employee benefits, insurance and contingencies.

Clarification – Page 199 will be corrected to show that insurance costs associated with the fire departments are not reflected in this program budget.

3. Internal Services Funds

a. Management Services Fund

Director of Finance Cherie Trahan explained the workings of this internal service fund.

Director of Information Technology Jaime Russell provided an overview of the information technology services reflected in this fund.

April 2, 2014

Flag – Management Services Fund

4. Operating Transfers to Other Funds

Flag – Storrs Center Reserve Fund and the Transit Fund will be discussed at the April 15, 2014 meeting and the budget schedule will be changed to reflect this discussion

5. Other Governmental Funds

The Director of Finance explained the structure and use of these funds.

a. Debt Service Fund

b. Capital Non-recurring Fund

6. Proposed Budget Review Calendar Revised

Ms. Moran moved and Ms. Raymond seconded to adopt the Proposed Budget Review Calendar for FY 2014/2015 as revised on March 31, 2014 with one amendment which moves the Downtown Partnership discussion from April 8th to April 15th.  
Motion passed unanimously.

7. Discussion of Proposed Budget/Council Questions

Staff addressed questions regarding the net new positions created in the budget, including information on the Inland Wetland position being transferred to Planning and Development.  
Request For Information - Provide additional source information for the Inland Wetland Agent position for FY 2014/2015 and subsequent years.

II. ADJOURNMENT

Mr. Shapiro moved and Mr. Ryan seconded to adjourn the meeting at 9:35 p.m.  
The motion passed unanimously.

Elizabeth C. Paterson, Mayor

Mary Stanton, Town Clerk

April 2, 2014

SPECIAL MEETING – MANSFIELD TOWN COUNCIL  
April 8, 2014

Mayor Elizabeth Paterson called the special meeting of the Mansfield Town Council to order at 6:30 p.m. in the Council Chamber of the Audrey P. Beck Building.

I. ROLL CALL

Present: Kegler, Kochenburger (by phone), Marcellino, Moran, Paterson, Raymond, Ryan, Shapiro, Wassmundt

Board of Education Members Present: Randall Walikonis, Katherine Paulhus, Mark LaPlaca, Martha Kelly, Sarah Lacombe, Susannah Everett, Superintendent of Schools Fred Baruzzi

Board of Education Members Excused: Carrie Silver-Bernstein, Jay Rueckl, John Fratiello

Staff Present: Assistant Town Manager Maria Capriola, Finance Director Cherie Trahan, Director of Parks and Recreation Curt Vincente and Assistant Director of Parks and Recreation Jay O'Keefe

1. Staff Reports/Communication

Town Manager Matt Hart distributed an updated list of responses to Councilors' questions and flagged items; information and a draft letter to the Board of Education regarding PA 13-60, An Act Concerning the Consolidation of Non-educational Services; and information on the Town maintained cemeteries.

The draft letter to the Board will be revamped to reflect that the suggestion regarding the consolidation of legal services pertains to labor counsel.

Mayor Paterson welcomed Board of Education members to the workshop.

II. Other Agencies/Funds

a. Board of Education

Board Chair Mark LaPlaca reviewed the proposed budgets cuts and reductions and the reason for the increase in the per pupil cost. Superintendent Baruzzi addressed a recent editorial in the Mansfield Independent News publication and provided information regarding his travel expenses. Mr. Baruzzi and Mr. LaPlaca also addressed Councilors' questions regarding items the Board voted to restore including a Language Arts Coordinator, field trips and a .5 PE first year teacher.

Request for Information – Provide information on the amount the budget was increased with the .5 add back for the Middle School PE teacher.

b. Parks and Recreation Fund

Director of Parks and Recreation Curt Vincente and Assistant Director of Parks and Recreation Jay O'Keefe reviewed the highlights of the previous year and the proposed budget. The Director of Finance explained the analysis done which identified the breakout between the fitness center costs and Parks and Recreation Department costs.

Flag – Parks and Recreation Department

c. Day Care Fund

The Director of Finance reviewed the Day Care Fund.

April 8, 2014

- d. Eastern Highland Health District  
The Director of Finance reviewed the Eastern Highland Health District Fund.
- e. Cemetery Fund/Long Term Investment Pool  
Request for Information – Provide a balance sheet for the Cemetery Fund.  
Request for Information - Provide information regarding the changes in expenditures from FY 12/13 through FY 14/15 for the Cemetery Fund.

### III. Discussion of Proposed Budget/Council Questions

Mr. Kegler read a statement regarding the Mansfield Republican Town Council Member's Position on 2014/2015 Property Tax Proposal. (Statement attached)

### ADJOURNMENT

Mr. Shapiro moved and Ms. Moran seconded to adjourn the meeting at 8:27 p.m.  
The motion passed unanimously.

Elizabeth C. Paterson, Mayor

Mary Stanton, Town Clerk

April 8, 2014

## **Mansfield Republican Town Council Member's Position on 2014/2015 Property Tax Proposal – April 8, 2014**

It is time for Mansfield to tighten its belt as its residents and small businesses have done for the past five years. The only acceptable budget should be one that proposes no tax increase.

For many residents of the Town of Mansfield and the State the great recession continues. Per capita incomes are still below 2008 levels, unemployment and underemployment remain high, and small improvements in the economy have produced inflation. Groceries are more at the store, heating oil and propane, college tuitions, and rents, are all up. Housing values are still below pre-2008 levels evaporating the equity some had seen in their homes. As if the adverse economic impacts of the great recession were not enough for middle class working people, retirees and small business to deal with, in 2010 Connecticut taxpayers were hit with the largest tax increase in the history of the state and we are not out of the woods. It is being projected that the state is facing a \$3 billion deficit for the 2015/2016 biennial budget period. Taking into account all of these factors it is clear that great caution is needed at the local level as we consider spending over the course of the next two years.

Even in the face of the greatest economic downturn our country has experienced since the great depression, the year-over-year increase in Mansfield taxes for the budget periods 2010/2011 through the current 2014/2015 proposed budget is \$510.00 for residents with a median single family home (home with a an assessed tax value of \$169,900). Residents owning homes with greater assessed values are, of course, paying much more in increased taxes. Given the continuing effects of the recession, the state of the state's finances and the shrinking year-over-year state contributions in PILOT and other state aid, the tax increases are not "reasonable" or "modest" as characterized in the Town Manager's budget messages.

The result of last year's budget referendum was clear; voters believe both the Town-wide spending and the Board Of Education budgets are too high. Ignoring the vote of the people that spending be reduced, the Town Council majority chose instead to increase spending.

There are many areas in the proposed 2014/2015 budget which could be handled differently or put off for a year without impacting the programs or services the Town provides. Some of these areas include reductions of deposits to reserve fund, restoring the Superintendent's original spending plan, the way we pay some of the two hundred odd temporary and per diem staff can change to reduce labor overhead and some capital purchases could be delayed. The budgeting review process has also identified other elements that can result in expense reductions. At some point in the near future the grand list will grow with elements of the Storrs Center coming to completion and these reductions may be restored.

SPECIAL MEETING – MANSFIELD TOWN COUNCIL  
April 15, 2014

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

I. ROLL CALL

Present: Kegler, Kochenburger, Marcellino, Moran, Paterson, Raymond, Ryan, Shapiro (7:20 p.m.), Wassmundt

Staff Present: Finance Director Cherie Trahan, Director of Public Works John Carrington, Superintendent of Public Works Mark Kiefer

Mayor Paterson requested that those present pause for a moment of silence in honor of the year anniversary of the Boston Marathon tragedy.

1. Staff Reports/Communication

Town Manager Matt Hart distributed responses to Town Council members' questions, including the proposed re-assignment of Inland Wetland duties to the Planning Department.

2. Programmatic Review

Department Heads reviewed the accomplishments, goals, and budget details for each program under their control.

a. Public Works

Director of Public Works John Carrington and Superintendent of Public Works Mark Kiefer reviewed the programs and budgets for the four Public Works divisions.

3. Capital Improvement Program

a. Public Works

The Director of Finance and Director of Public Works reviewed the Capital Improvement Plan for the Department.

4. Town Aid Road Fund

The Director of Finance explained the structure and use of this fund.

5. Solid Waste Fund

Staff explained the proposed changes in the management of the Swap Shop

6. Sewer Fund

Information on the Willimantic Sewer Enterprise Fund was distributed at the meeting, the UCONN Water/Sewer Enterprise Fund information will be distributed at a future meeting.

7. Transit Management Fund/Storrs Center Reserve Account

The Director of Finance reviewed this fund which covers the Transportation Center and the Town's contribution to WRTD.

8. Mansfield Downtown Partnership

The Director of Finance reviewed the MDP's budget.

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9. Discussion of Proposed Budget/Counsel Questions  
Updated Intergovernmental Revenues will be provided.

II. ADJOURNMENT

Mr. Shapiro moved and Mr. Ryan seconded to adjourn the meeting at 8:03 p.m.  
The motion passed unanimously.

Elizabeth C. Paterson, Mayor

Mary Stanton, Town Clerk

April 15, 2014

SPECIAL MEETING – MANSFIELD TOWN COUNCIL  
April 15, 2014

Mayor Elizabeth Paterson called the special meeting of the Mansfield Town Council to order at 8:00 p.m. in the Council Chamber of the Audrey P. Beck Building.

I. ROLL CALL

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

II. PUBLIC HEARING

1. Proposed FY 2014/2015 Budget

The Town Clerk read the legal notice.

Ann Kouatly and Omar Kouatly, both of Fern Road, urged support for the funds in the budget which would provide for an environmental study of the former bus garage near their homes. Mr. Kouatly reiterated his concerns for the safety of the children in the neighborhood. (Statement attached)

Richard Long, Westgate Lane and Chair of the Mansfield Housing Authority, urged support for the additional funding requested for the Authority. Mr. Long commented on the positive change he has seen in participants who have had to, with staff assistance, work through issues and crisis in their lives.

Brian Coleman, Centre Street, requested a zero tax increase this year. (Statement attached)

Ric Hossack, Middle Turnpike, agreed with Mr. Coleman and commented on the budgets of the Board of Education and Public Works Department.

Arthur Smith, Mulberry Road, noted that sometimes debt serves as a catalyst for unwanted changes and expressed concerns on the direction the Town is taking.

Brian Anderson, Ridge Road, spoke in support of the budget commenting that it is important to make sure the Town remains strong.

John Hodgson, E.O.Smith school counselor and resident of Wormwood Hill Road, spoke in favor of the Challenge Program. (Statement attached)

III. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Brian Coleman, Centre Street, urged the Council not to approve the Safe routes to School Grant. (Statement attached)

IV. NEW BUSINESS

2. Proclamation in Honor of World Book Night

Ms. Moran moved and Mr. Ryan seconded, effective April 15, 2014, to authorize the Mayor to issue the attached Proclamation in Honor of World Book Night. (Proclamation attached)

April 15, 2014

Motion passed unanimously.

3. Proposed Amendments to Fee Waiver Ordinance

Chair of the Ad Hoc Committee on the Fee Waiver Ordinance Peter Kochenburger moved, 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.

Council members discussed the role of a resident's financial status in Section 122-4, Intent; clarification of the residency statement in Section 122-5. B., Eligibility Criteria; and whether the proposed amendments should be reviewed again by the Committee. The motion passed with all in favor except Mr. Kegler, Ms. Raymond and Ms. Wassmundt who voted against the motion.

4. Safe Routes to School Grant – Southeast School Walkway

Mr. Ryan moved and Ms. Moran seconded, 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 residents 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.

Council members discussed the safety of the proposed route of the sidewalk, its potential use and the cost of maintenance. Staff reported that according to conversations with the Federal Highway Administration the Town would not be liable for returning funds if the school closed.

The motion failed with Kochenburger, Moran, Paterson and Shapiro in favor and Kegler, Marcellino, Raymond, Ryan and Wassmundt against.

5. Acceptance of Bolton Road Extension, Royce Circle, Wilbur Cross Way and Charles Smith Way

April 15, 2014

Mr. Shapiro moved and Mr. Ryan seconded, 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.  
The motion passed unanimously.

6. Consolidation of Non-Educational Services (PA13-60)

Mr. Ryan moved and Mr. Shapiro seconded, 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.

The motion passed unanimously.

7. Memorandum of Agreement with Connecticut Water Company, Water System Advisory Committee

Ms. Moran moved and Mr. Shapiro seconded, 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.

Mr. Kegler moved and Mr. Shapiro seconded to amend the motion and add Willington to the list of towns with representatives.

The motion to approve the amendment passed unanimously.

The motion as amended passed unanimously. By consensus Council members agreed that the total number of Committee members and whether or not the appointment of a Planning and Zoning member would be a conflict of interest are two issues identified as items of discussion by the Committee on Committees.

8. Memorial Day Ceremonial Presentation Planning Subcommittee

Mr. Ryan, Mr. Shapiro and Mr. Kegler will arrange the Memorial Day Ceremonial Presentation.

V. ADJOURNMENT

Mr. Shapiro moved and Mr. Kegler seconded to adjourn the meeting at 9:30 p.m.

The motion passed unanimously.

Elizabeth C. Paterson, Mayor

Mary Stanton, Town Clerk

April 15, 2014

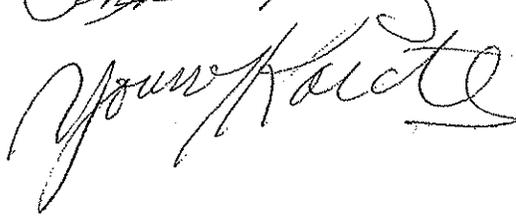
In support of funding an environmental study of the former bus garage on Fern Road

We are here to support the budget item to provide funding for an environmental-pollution study of the former bus garage on Fern Road. This could lead to action to ameliorate the pollution on this site and allow the town to safely take possession of this site. If the town takes possession of the site then the citizens of Mansfield will again be able to have tax revenues from it. Or if the site is not buildable, it could be made into a small passive park. This would greatly improve our neighborhood. We have asked Town Council to address this eyesore for years and urge you to take this important step.

Youssef and Ann Kouatly

98 Fern Road

April 15, 2015

April 15, 2014

I expect our town manager and our Board of education to put forward a responsible budget, not one with a 2.5 % increase. The cost of doing business, living, raising a family and retiring in the state of Connecticut has become too costly for many. In the past two decades 300,000 more people have moved out of Connecticut than have moved in. Small businesses have declined more than 2 % in the last 10 years; our state's economic growth is ranked the worst in the nation. Why? The spending and taxation are out of control. Let's not add fuel to the fire. Our town manager explains the increase is because the costs of goods and services have gone up. This is true, but where does it end? Our town leaders need to be good stewards of the tax payer's money. We have a contracting economy, contracting population and a reduction of school aged children; we can have a contracting budget here and now. We need to be proactive and prepare for these continuing trends. We must prepare for more cuts in UConn Pilot funds. We need a zero tax increase this year.

Brian Coleman

Centre St.

My name is John Hodgson. I am a school counselor and varsity ice hockey coach at E.O. Smith High School and a resident of 491 Wormwood Hill Road in Mansfield.

During the April 2 Budget Workshop, Ms. Moran of the council pointed out that there had been discussion last year about an outdoor Wilderness program that the town runs for some of our "at-risk" youths, and she inquired about that program. The Human Services director responded and confirmed that the Challenge Program isn't in the budget this year.

I am here to put a face on the Challenge Program, and share some concerns about its demise. As for my connection, I have been helping to lead the Challenge program for the past 16 years. But, my own tenure is dwarfed by that of Chuck Leavens, our veteran "at-risk" counselor at E.O. Smith (and a former Mansfield Youth Services Counselor). In fact, Chuck founded the program, and has been running it continuously for *37 years*. Since its inception, Challenge has been a town program funded through youth services.

To give a brief description, The Challenge Program is highlighted by a one week outdoor experience that primarily serves at-risk Mansfield youth, and has a therapeutic purpose at its core. Each year, Middle School and youth services personnel have identified 16 Mansfield students for involvement in the program-- 8 who have just finished 8th grade, and 8 who have finished 7th, 8 boys and 8 girls. Due to the nature of the program, we have purposely refrained from advertising or promoting it, and it has therefore remained relatively discrete. This allows town professionals to identify and subtly serve the neediest of our children.

After identifying and introducing the program to participants, an introductory evening is held for them and their families. Following a canoe clinic at Bicentennial Pond and the last day of school, the trip begins in Southwest Massachusetts with a four day, three night, 25-mile backpack along the Appalachian Trail and over four mountains. The kids carry in all of their food, clothes, and gear, and sleep under tarps that they "set up" themselves. The staff does the same. I must also say, as we meet many Georgia to Maine "through hikers" each year, they invariably marvel at the wonder of our program as our group of 20-22 trudges onward. We then move to a secluded group camping site, and spend two days canoeing on the Housatonic River, and a final day doing a rock-climbing workshop at St. John's Ledges in Kent. At the end of the rock climbing, students embark on the traditional 2-mile Challenge Run (some end up walking, but

that's okay!). At the finish line, there is a ceremony for a Challenge completed, and each kid is presented with a Challenge t-shirt, donated each year by the Lions Club).

I must tell you this is a VERY abbreviated version of the trip. Trying to describe an outstanding 37 year old program and share concerns about its future is tough to do in 5-10 minutes. Without going on here, I can tell you that it is truly extraordinary to watch these kids-- many who don't otherwise have anything close to this opportunity-- interact and develop confidence over the course of one week. They endure the challenge of heavy back packs, sore feet, midnight downpours, and long walks. They learn to canoe, and to trust themselves and motivate others climbing in a safe environment. We also utilize countless opportunities for individual and group reflection as we go through the week. Invariably, students reach the end of the trail much more confident and self-assured than they were when they started. In a very real way, Challenge shows them what they are capable of. They also become part of a caring, supportive group. Parents continually speak glowingly of the effect the experience has long after the trip on kids who really need it. Our safety record is excellent, as well.

Challenge also has a palpable, lasting effect as our students go through their adolescent years. At any given time, we have approximately 64 Mansfield students at E.O. Smith, many of whom would be considered "at-risk," with whom we share a special connection. It allows us to build authentic relationships. I cannot tell you how many times we have benefited from the "Challenge Connection" in our work with students at the high school as they navigate some of the issues of their adolescence.

As for the finances, the program has been budgeted at about \$10,000 per year. We are frugal, and value the financing we have. We use the same simple tarps year after year. We repair and employ the same, basic, years old backpacks and sleeping bags each summer. The budget pays for the professional and support staff that numbers from 5-7 total through the course of the trip. I believe our salary is fair and hard-earned, not extravagant. The budget also pays to feed the kids a basic menu of Challenge staples such as tuna noodle casserole, cereal, and lunchtime trail mix—nothing fancy. It pays for the rental of half of our canoes, and for Alex the climbing guide to get up at 3:00 a.m. and drive from Providence and run a great program for us year after year. As for Chuck Leavens himself, he is underpaid, and he doesn't care. The logistics of this venture are incredibly detailed and time consuming—and he runs a remarkably smooth program each year.

It was disconcerting to learn from the budget workshop of April 2 that financing for Challenge has been cut completely out NOT due to budget cuts, but largely in the form of a re-allocation. It is also disconcerting that this re-allocation is for programs that are clearly as yet undefined.

It was by accident that the Challenge Program came up in the conversation. Town Councilman Steve Kegler noticed an "other supplies" line in the 2014-15 Youth Services budget, and asked what it was. He pointed out that the "other supplies" line had "jumped" from \$2600 in last year's budget to \$12,650 in the current budget, a difference of \$10,500. Again, the annual Challenge budget has typically been \$10,000.

Ms. Schneider then confirmed that the department was "hoping" in the next year to do some "positive youth development," and she went on to describe some general "ideas", involving art supplies and potential library activities, for year-round programs that are clearly undeveloped at the present time. And, it was here that Ms. Moran inquired about the Wilderness program and asked about serving at-risk children.

I want to make clear that it is not my intention to put Ms. Schneider "on the spot" here. Obviously, she is new to her post-- and I don't fully know what condition she inherited it in. Likewise, her stated purpose of stretching resources to meet the needs of more kids year round is understandable and admirable. And, I don't for a moment question her good intentions. But, the dialog that took place in the workshop is the best communication that we in the Challenge Program have to go on as we try to understand the forces that are simply "wiping out" this well-established, effective program.

On the surface it would appear to make sense to run some set of year round programs that benefit more kids over a program for sixteen kids that meets for one week. But, it seems even more clear that when there is a proven program for at risk kids in place, with a 37-year history, run by the same well-known force for kids who started the program all of those years ago--and with the same level of energy and dedication-- we should at the very least be prepared to understand and evaluate that program before simply cutting it and "re-allocating" all of its funding for potential programs that are clearly to this point only in an "idea" phase.

I would also argue that the lingering effects of Challenge's immersive program far exceed the one week time-frame. I have no doubt that a survey of the 600 Challenge

graduates and their families would confirm this. And, as I stated earlier, in any given year there are about 64 kids at E.O. Smith that we share the challenge connection with.

Sadly, it is too late for this year. But, Challenge funding should be re-instated NOW for 2014-15. If there are concerns about any facet of the program, they should be addressed with Chuck Leavens. Such has not happened. If the town wishes to review the program, it should. I think it will be amazed. Regardless, until the time when such a review is completed, Challenge and what it does for kids has earned the benefit of the doubt. If the town feels that it no longer has the resources—after 37 years—to fund the program, then it should at least get creative and truly reach out to other stakeholders to ensure that this program, which helps meet the charge of many town agencies that serve our youth, can continue. Such stakeholders might include the Mansfield Board of Ed, Region 19, and possibly Recreation. Perhaps there are state grants. Please understand that these kinds of details are beyond the purview of our staff, yet they are essential to the program. In my view, if there is anything that has been missing in recent years from Challenge, it is that the town has unintentionally lost touch with something great that it has, and has not provided the necessary support. The town should embrace this program. It is a gem, it is ours, and it impacts the lives of vulnerable kids.

April 15, 2014

Dear Town Council,

Tonight you will be considering whether to accept a federal grant, with oversight CT DOT for \$495,100 for the Safe routes program, to construct a sidewalk from RTE 195 to the Southeast School on RTE 89, roughly 7/10ths of one mile. I hope you consider the following before you vote for this grant.

- At the time of the study there were 264 students enrolled at South East Elementary school, with only 30 students within walking distance to the school. At this time no children walk or bike to the school. While obviously there are major safety concerns with RTE 89 how many parents would allow a child aged 4-9 years to walk to any school anywhere?
- RTE 89 is a dangerous highway, how much of a buffer would the walk provide? Vehicles travel at a high rate of speed and would pose a hazard to people on the walk, for instance, just this past October a State Police cruiser careened off the road into some trees well off the traveled road on the proposed Safe routes walk.
- RTE 89 is a windy dangerous road, especially the Mansfield portion; the major safety concerns lie in the highway, building a walk won't alleviate the problems completely.
- There are many logistical obstacles that will create challenges that may or may not be overcome such as, the wetlands at the corner of RTE 195 and RTE 89 as well as topography, traffic barriers, stonewalls and historical properties. The alternate route of Centre ST poses just as many obstacles, such as the narrowness of the road, stonewalls, and historical zones.
- Federal grants aren't without strings attached. If there is any school consolidation that leads to the closure of Southeast School, some or the entire grant may have to be paid back. This would raise the cost of any new school project substantially. It seems that school

consolidation is still close in the mind of our superintendent Fred Baruzzi.

- The total estimated cost of the project is \$585,000 which \$90,000 is to be paid by the Mansfield taxpayer; the upkeep in my opinion if done correctly will far exceed \$1000 annually.

At this time I don't see how the need justifies the cost to the federal and local taxpayer.

Sincerely,

Brian Coleman

Centre ST.



*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 15<sup>th</sup> day of April in the year 2014.

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Elizabeth C. Paterson  
Mayor, Town of Mansfield

SPECIAL MEETING – MANSFIELD TOWN COUNCIL

April 22, 2014

DRAFT

Mayor Elizabeth Paterson called the special meeting of the Mansfield Town Council to order at 6:30 p.m. in the Council Chamber of the Audrey P. Beck Building.

I. ROLL CALL

Present: Kegler, Kochenburger, Marcellino, Paterson, Raymond, Shapiro (6:48 p.m.), Wassmundt

Excused: Moran, Ryan

Staff Present: Finance Director Cherie Trahan, Assistant Town Manager Maria Capriola, Director of Parks and Recreation Curt Vincente, Director of Facilities Management Bill Hammon, Director of Information Technology Jaime Russell and Fire Chief Dave Dagon

1. Staff Reports/Communication

Town Manager Matt Hart distributed information which will be discussed during the meeting.

2. Internal Service Funds

a. Health Insurance Fund

Assistant Town Manager Maria Capriola provided an overview of how this fund works and our current financial position.

b. Worker's Compensation Fund

Assistant Town Manager Maria Capriola provided an overview of how this fund works including how volunteer firefighters are compensated.

3. Capital Improvement Program

Program Directors discussed the Capital Improvement Program for their departments.

a. General Government

b. Facilities Management

Following conclusion of the Siemens energy study the results will be presented to the Council.

c. Public Safety

d. Community Services

e. Community Development

f. Education

4. Review of Grand List and Intergovernmental Revenue

The Town Manager and Director of Finance provided the most recent state grant projections. Based on those expectations and the latest grand list estimated amounts, the mill rate increase for the Manager's proposed budget would be zero.

5. Recap/Questions and Answer Period

Councilor Wassmundt distributed a statement regarding the budget and asked members to consider her comments. (Statement attached)

April 22, 2014

II. ADJOURNMENT

Mr. Shapiro moved and Mr. Kegler seconded to adjourn the meeting at 8:45 p.m.  
The motion passed unanimously.

Elizabeth C. Paterson, Mayor

Mary Stanton, Town Clerk

April 22, 2014

4/22/2014

To: Town council members

From: Betty Wassmundt, council member

Re: Some things to think about regarding the budget

The Swap Shop:

The initial idea of a Swap Shop where citizens could leave usable items they no longer wanted so other citizens could make use of these, seemed like a really great idea and project; BUT, it didn't work out that way.

The project became messy so a volunteers came along to keep it organized. BUT, some volunteer used the time to select the best items to place in a private tag sale and another volunteer used the swap shop to take the best items for the Senior Center and Library tag sales. Maybe this is okay but some people think it's not in the spirit of the Swap Shop.

Of course, some citizens used the Swap Shop to dispose of junk. SO, management instituted a charge to leave items at the Swap Shop. This is not in the spirit of the Swap Shop.

Now, in this budget we are being asked to use citizen tax dollars to staff the Swap Shop.

I say close the Swap Shop. It's time to recognize that it just doesn't work the way it was supposed to.

Another fireman:

The Fire Department has been way over budget for several years and there has always been an excuse. Each year the new budget starts with an increase over the last one. I say no new firemen until we have the time and information to make an informed decision about the current operation of this department. How do other fire departments operate and what is their cost? Do my colleagues have such information? I would like the time to do some research on this.

There was talk in the past of closing one of the fire houses. This should be discussed again, seriously.

I see there are plans for a ladder truck. Let's consider the impact of the ownership of that truck before we expand this department further.

I believe that this council has an obligation to the taxpayers of this town to review any, and all, new programs after a period of time. Our professional fire department has never had council review. I request an ad hoc committee to review the operation and finances of this department.

No new firemen at this time.

New positions at Town Hall:

No new positions at this time.

An intern for the Town Manager is not necessary.

Regarding the new inland/wetlands position, we don't have sufficient information. I've requested further information and want to have time to assimilate it and to share it.

Maintenance of town roads:

This is a core function of government. People are complaining about the condition of their roads. Let's talk about this.

PAGE  
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PUBLIC HEARING  
APRIL 28, 2014

The Mansfield Town Council will hold a public hearing at 7:30 PM at their regular meeting on April 28, 2014 to solicit public comment on the proposed amendments to the Fee Waiver Ordinance.

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

Dated at Mansfield Connecticut this 16th 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; John Carrington, Director of Public Works; Linda Painter, Director of Planning and Development  
**Date:** April 28, 2014  
**Re:** Memorandum of Agreement with Connecticut Water Company, Water System Advisory Committee

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**Subject Matter/Background**

In response to the Town Council's referral, the Committee on Committees has reviewed the draft Memorandum of Agreement (MOA) between the Town and the Connecticut Water Company (CWC) regarding the establishment of the water system advisory committee required by Section 9.4 of the Water Supply Definitive Agreement between the Town and the CWC. 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

I have included black-line and clean copies of the Committee on Committee's amended draft MOA. A summary of the substantive changes is as follows:

- Preamble – Clarify that the System Improvements referenced in the MOA are consistent with the CWC's obligations under the Definitive Agreement
- Section A(1)(a) & (b) - Increase the membership from 11 to 13, with the addition of representatives from the Mansfield PZC and the Town of Willington
- Section A(1)(a) – Specify that the Town Council representative shall be a resident
- Section A(1)(d) – Specify that the Council of Governments representative shall be from the Capitol Region Council of Governments (CRCOG)
- Section B(2) – Delete language on limiting or impairing the rights or powers of the parties

- Section B(4) - Specify that the Director of Planning and Development shall notify both the CWC and the chair of a request for water service that requires review by the Advisory Committee
- Section C(1) – Clarify that by majority vote the Advisory Committee may schedule additional meetings
- Section C(4) – Clarify that the CWC reserves the right to restrict public access to discussions and material deemed security sensitive pursuant to state statute
- Section C(5) - Provide for the election of a chair (to be a Mansfield representative) and a vice-chair

### **Legal Review**

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

### **Recommendation**

Unless the Town Council has any additional changes to the draft, I recommend that the Council take action to approve the MOA.

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

*Move, to approve the Memorandum of Agreement dated April 28, 2014, between the Town of Mansfield and the Connecticut Water Company, concerning the Water System Advisory Committee.*

### **Attachments**

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

**Water System Advisory Committee**  
**Memorandum of Agreement**  
**Draft dated April 28, 2014 (Black-line)**

In accordance with the terms of the Water Supply Definitive Agreement (“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, system improvements, local planning, economic development, water and land conservation, and environmental stewardship.

The water system shall include the Capital Improvements as defined in the Agreement 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 prior to the Company providing service for the Town. ~~In addition, the~~ The system sSystem improvements shall include equipment, modifications and all work by the CWC in connection with the CWC system to meet all CWC obligations under the Agreement. any capacity upgrades made by CWC to meet the demands for Mansfield 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) The 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 shall be from the Conservation Commission;
    - One from Economic Development Commission;
    - One member from the Planning & Zoning Commission or a representative of a Mansfield board or commission as selected by the Council; and
    - One Mansfield resident member as appointed by the Town Council;
  - b. The towns of Coventry, Tolland, Willington, and Windham - one representative each;
  - c. The University of Connecticut - one representative;
  - d. The Executive Director of the Capitol Region Council of Governments or his/her staff designee;
  - e. The Director of the Eastern Highlands Health District or his/her staff designee; and
  - 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 the 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 the CWC in the implementation thereof; and
  - d. Serve in an advisory role and shall not approve or deny specific projects or otherwise limit the 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; and
  - b. Any extension of the CWC System in Mansfield after the Completion Date
- 4) The Mansfield Director of Planning shall advise the CWC and the Advisory 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 nor 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 Advisory Committee shall be deemed to have waived the opportunity to comment on that application.

- 5) The CWC 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, as defined in the Agreement, -are designed and constructed~~ the Advisory Committee will meet at least quarterly; and ~~Thereafter, the Committee shall meet as needed to provide for the timely review of applications under consideration by Mansfield land use commissions but no less frequently than semi-annually. By majority vote, the Advisory Committee -may schedule additional meetings.~~
- 2) The time and location of the meetings shall be determined by the Advisory Committee, with notice of all meetings of the Advisory Committee provided on the CWC's 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). The CWC Company reserves the right to restrict public access to any discussions or materials that would otherwise be protected as security sensitive.

- 5) The Advisory Committee shall adopt and may amend such rules of procedure for the conduct of its affairs as it deems appropriate to fulfill its duties. The Advisory Committee shall elect a chair and vice chair, with the chair being one of the representatives designated by Mansfield. The pProcedure 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 constitutes ~~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 Advisory Committee to vote for a recommendation on a matter shall not preclude or delay action by the CWC 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

**Water System Advisory Committee  
Memorandum of Agreement  
Draft dated April 28, 2014 (Clean Copy)**

In accordance with the terms of the Water Supply Definitive Agreement ("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, system improvements, local planning, economic development, water and land conservation, and environmental stewardship.

The water system shall include the Capital Improvements as defined in the Agreement 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 prior to the Company providing service for the Town. The system improvements shall include equipment, modifications and all work by the CWC in connection with the CWC system to meet all CWC obligations under the Agreement.

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

**A. Committee Membership and Terms**

- 1) The 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 shall be from the Conservation Commission;
    - One from Economic Development Commission;
    - One member from the Planning & Zoning Commission or a representative of a Mansfield board or commission as selected by the Council; and
    - One Mansfield resident as appointed by the Town Council;
  - b. The towns of Coventry, Tolland, Willington, and Windham - one representative each;
  - c. The University of Connecticut - one representative;
  - d. The Executive Director of the Capitol Region Council of Governments or his/her staff designee;
  - e. The Director of the Eastern Highlands Health District or his/her staff designee; and
  - 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 the 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 the CWC in the implementation thereof; and
  - d. Serve in an advisory role and shall not approve or deny specific projects or otherwise limit the 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. 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; and
  - b. Any extension of the CWC System in Mansfield after the Completion Date

- 4) The Mansfield Director of Planning shall advise the CWC and the Advisory 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 nor 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 Advisory Committee shall be deemed to have waived the opportunity to comment on that application.

- 5) The CWC 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) For two years beginning no later than July 1, 2014, as the Capital Improvements, as defined in the Agreement are designed and constructed, the Advisory Committee will meet at least quarterly. Thereafter, the Committee shall meet as needed to provide for the timely review of applications under consideration by Mansfield land use commissions but no less frequently than semi-annually. By majority vote, the Advisory Committee may schedule additional meetings.
- 2) The time and location of the meetings shall be determined by the Advisory Committee, with notice of all meetings of the Advisory Committee provided on the CWC'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). The CWC reserves the right to restrict public access to any discussions or materials that would otherwise be protected as security sensitive.
- 5) The Advisory Committee shall adopt and may amend such rules of procedure for the conduct of its affairs as it deems appropriate to fulfill its duties. The Advisory Committee shall elect a chair and vice chair, with the chair being one of the representatives designated by Mansfield. The 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 constitutes 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 Advisory Committee to vote for a recommendation on a matter shall not preclude or delay action by the CWC, 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

## WATER SUPPLY DEFINITIVE AGREEMENT

THIS AGREEMENT, is made and entered into as of the 21<sup>st</sup> 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 intervenor 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.

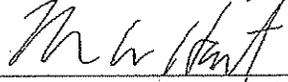
11.9 Assignment; Successors and Assigns. This Agreement may not be assigned by CWC without the prior written consent of the Town. This Agreement shall not inure to the benefit of any CWC successor without the prior written consent of the Town.

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

# **NOTICE OF REDACTION**

On September 2, 2014, the Town Council voted to send the Four Corners Sanitary Sewer Project to referendum. Pursuant to Section 9-369b of Connecticut General Statutes, the Town can only provide explanatory materials that have been reviewed and approved by the Town Attorney after a question has been referred to referendum. In accordance with Section 9-369b, pages have been redacted from this document.

If you wish to view the redacted information, please submit a Freedom of Information request to the Mansfield Town Clerk.

For more information, please call 860-429-3302.



**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, Cynthia van Zelm, Executive Director of the Mansfield Downtown Partnership, Inc.  
**Date:** April 28, 2014  
**Re:** Acceptance of Bolton Road Extension, Royce Circle, Wilbur Cross Way and Charles Smith Way

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**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 in 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 Town on municipal property. In addition, the Town has acquired the old Post Office Road and renamed it Charles Smith Way. These four roads now need to be formally accepted by the Town.

In keeping with our customary procedure and in compliance with state law, the Planning and Zoning Commission (PZC) has reviewed the acceptance of these roads pursuant to section 8-24 of the Connecticut General Statutes. As stated in the attached memorandum, the PZC finds that the acceptance of these roads as town streets is consistent with the approved Storrs Center Master Plan.

**Financial Impact**

Our Department of Public Works is responsible for the maintenance of these roads and other Storrs Center assignments, which collectively have been estimated at one full-time equivalent position.

**Legal Review**

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

**Recommendation**

Staff recommends the acceptance of Bolton Road Extension, Royce Circle, Wilbur Cross Way and Charles Smith Way as part of the Town's road system.

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

*Move, effective April 28, 2014, to accept Bolton Road Extension, Royce Circle, Wilbur Cross Way and Charles Smith Way as part of the Town's road system.*

**Attachments**

- 1) Planning and Zoning Commission re: Storrs Center Road Acceptances
- 2) Map of Bolton Road Extension, Royce Circle, Wilbur Cross Way and Charles Smith Way



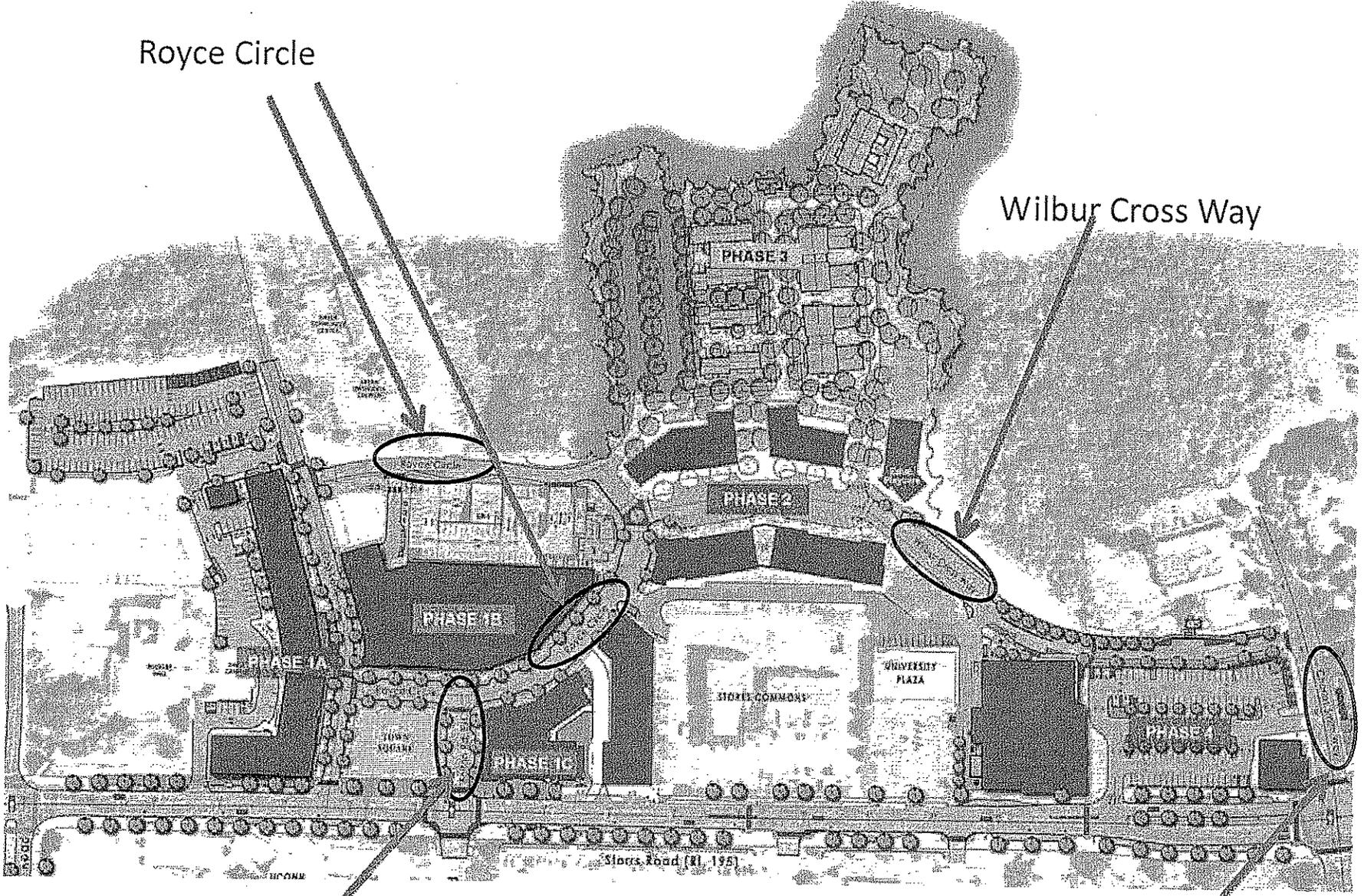
**PLANNING AND ZONING COMMISSION  
TOWN OF MANSFIELD**

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

To: Town Council  
From: Planning and Zoning Commission  
Date: Tuesday, April 22, 2014  
Re: 8-24 Referral; Storrs Center Road Acceptances

At a meeting held on 4/21/14, the Mansfield Planning and Zoning Commission adopted the following motion:

"That the Planning and Zoning Commission notify the Town Council that the proposed acceptance of Bolton Road Extension, Royce Circle, Wilbur Cross Way and Charles Smith Way as town streets is consistent with the approved Storrs Center Master Plan."



Royce Circle

Wilbur Cross Way

Bolton Road Ext

Charles Smith Way

Stores Road (Rt. 195)



**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 28, 2014  
**Re:** Proposed Amendments to Fee Waiver Ordinance

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**Subject Matter/Background**

At Monday's meeting, the Town Council will conduct a public hearing regarding possible amendments to the Fee Waiver Ordinance. This item has been placed on the Council's agenda as old business to allow the Council to debrief the public hearing.

To re-cap, a sub-committee of Council members has been meeting to review and discuss potential amendments to the Fee Waiver Ordinance. Staff 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:**

We have included this item on tonight's agenda to provide the Council with an opportunity to debrief the public hearing and to consider possible revisions to the draft amendments. Staff has prepared an alternate draft (dated April 28, 2014) to address some of the concerns raised at the last meeting.

Rule 6(d) of the Council Rules of Procedure provides that the Town Council may not amend, adopt or reject a proposed ordinance on the day the first public hearing is convened. The Council may suspend the rule by a majority vote.

Unless the public hearing raises additional issues that have not been considered, or if the Town Council wishes to make further revisions, the Council may choose to adopt the proposed changes to the Fee Waiver Ordinance.

If the Town Council is ready to adopt amendments to the Fee Waiver Ordinance, the following motion is in order:

*Move, effective April 28, 2014, to accept the proposed amendments to the Fee Waiver Ordinance, which amendments shall be effective 21 days after publication in a newspaper having circulation within the Town of Mansfield.*

**Attachments**

- 1) Proposed amendments to Fee waiver Ordinance (Revised April 28, 2014)
- 2) Proposed amendments to Fee Waiver Ordinance (black-line & clean copies)
- 3) Proposed income guidelines and annual cap for the Fee Waiver Program

### Article III: Fee Waivers (Revised April 28, 2014)

[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. At the time of their application to the Fee waiver program, applicants must demonstrate that they have resided in Mansfield for more than six months during the past 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. Department of Housing and 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. Department of Housing and 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 30<sup>th</sup>) 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.

### 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 ~~90~~75% 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 ~~90~~75% 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.

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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 30<sup>th</sup>) in which the applicant applied, after which they may be destroyed once approval has been received from the State Records Administrator.

#### **§122-10. Applicability**

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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, 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~~
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- 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.~~

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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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- 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.
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## 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  
**Date:** April 28, 2014  
**Re:** Appointment of Town Attorney

---

**Subject Matter/Background**

The Town retains legal counsel to advise the Council and management on general government issues. Pursuant to Section C305 of the Mansfield Town Charter, the Town Attorney performs the following duties:

- Represents the Town in actions, suits or proceedings brought by or against it or any of its departments, officers, agencies, boards or commissions;
- Serves as the legal advisor of the Town Council, the Town Manager and all Town officers, boards and commissions in all matters affecting the Town; provides written opinions on any question of law involving their respective powers and duties;
- Prepares ordinances and resolutions for consideration by the Council;
- Prepares or approves forms of contracts or other instruments to which the Town is a party or in which it has an interest;
- Has power, with approval of the Council, to appeal from orders, decisions, and judgments, and, subject to approval of the Council, to compromise or settle any claims against the Town.
- Drafts, reviews and edits documents such as proposals, agreements, reports, plans, and correspondence.

In December 2013, the Town issued a request for qualifications (RFQ) for Town Attorney services. Four of eleven firms were interviewed in the first round, and two firms were invited for a second interview. Members of the Personnel Committee, a number of other Council members, the Planning and Zoning Commission Chair, Maria Capriola and I participated in various stages of the interviews. Reference checks were conducted on the finalists by contacting other municipalities that utilized the firms.

At its April 21, 2014 meeting, the Personnel Committee voted unanimously to recommend the selection of the firm O'Malley, Deneen, Leary, Messina, & Oswecki as Town Attorney. Other participating Council members and staff

supported the recommendation of the Committee. Participants are confident that O'Malley, Deneen, Leary, Messina, & Oswecki will provide quality and responsive service.

### **Financial**

The annual retainer for the first year of the agreement would be \$35,000, made payable in equal monthly installments. Hourly charges at a rate of \$175 per hour would be applied to litigation services (such as tax appeals, land use litigation, arbitration proceedings); these charges would be in addition to the annual retainer of \$35,000.

### **Recommendation**

Attorney Kevin Deneen with O'Malley, Deneen, Leary, Messina, & Oswecki will be present at the April 28<sup>th</sup> Town Council meeting. The Personnel Committee has asked staff to coordinate the drafting of an agreement for services with the firm. The Personnel Committee will review the agreement at a special meeting and present it to the Town Council for action at its May 12, 2014 meeting.

### **Attachments**

- 1) Draft Personnel Committee Minutes, dated 4/21/14
- 2) Mansfield Charter, Section C305
- 3) Response to RFQ from O'Malley, Deneen, Leary, Messina, & Oswecki

**Personnel Committee  
Wednesday, April 21, 2014  
Council Chambers, Beck Municipal Building**

**Minutes - DRAFT**

Members Present: Toni Moran (Chair), Alex Marcellino, Elizabeth Wassmundt

Other Council Members Present: Elizabeth Paterson, Paul Shapiro, Bill Ryan

Others Present: Maria Capriola, Matthew Hart

The meeting was called to order at 4:00pm.

**1. PUBLIC COMMENT**

None.

**2. MINUTES**

The minutes of April 7, 2014 were moved by Marcellino and seconded by Wassmundt. The minutes were unanimously approved as presented.

**3. TOWN ATTORNEY RFQ – INTERVIEW DEBRIEF & FIRM SELECTION**

The second round interviews, firm strengths, and reference checks for the selected finalists were discussed. Marcellino made the motion, seconded by Wassmundt to refer the recommendation and selection of O'Malley, Deneen, Leary, Messina, & Oswecki as Town Attorney to the Town Council for its next meeting. The motion passed unanimously. The Personnel Committee has asked staff to coordinate the drafting of an agreement for services (for review) and inviting the firm to an upcoming Town Council meeting.

**4. FY 13-14 TOWN MANAGER COMPENSATION**

Marcellino made the motion, seconded by Wassmundt to recommend to the Town Council a 1.5% general wage increase applied to the Town Manager's salary retroactive to July 1, 2013. The motion passed unanimously.

**5. TOWN MANAGER PERFORMANCE REVIEW PROCESS AND TIMELINE**

The Town Manager performance review process, timeline, and form were discussed for FY 14-15. Staff has been asked to update the documents with 2014 dates and FY 13-14 adopted goals.

The meeting adjourned at 4:43pm.

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

*Town of Mansfield, CT  
Thursday, April 24, 2014*

## Chapter C. CHARTER

### Article III. The Town Council

#### § C305. Town Attorney.

- A. The Town Council shall, by resolution adopted at a meeting to be held not later than one month after the Town election, appoint a Town Attorney to serve at the pleasure of the Council. The term shall commence one month after such election. The Town Attorney shall be an attorney-at-law admitted to practice in this state.
- B. The Town Attorney shall:
- (1) Appear for and protect the rights of the Town in all actions, suits or proceedings brought by or against it or any of its departments, officers, agencies, boards or commissions;
  - (2) Be the legal advisor of the Town Council, the Town Manager and all Town officers, boards and commissions in all matters affecting the Town and shall upon written request furnish them with a written opinion on any question of law involving their respective powers and duties;
  - (3) Prepare, on written request of the Manager, the Council or any member thereof, ordinances and resolutions for consideration by the Council.
  - (4) Prepare or approve forms of contracts or other instruments to which the Town is a party or in which it has an interest.
  - (5) Have power, with approval of the Council, to appeal from orders, decisions and judgments and, subject to approval of the Council, to compromise or settle any claims by or against the Town.
- C. If in special circumstances the Council deems it advisable, it may provide for the temporary employment of counsel other than the Town Attorney.
- D. The Town Attorney shall receive such compensation and shall have such clerical and other assistants, as the Council may determine, who shall be appointed and removed subject to such rules and regulations as may be adopted pursuant to this Charter.

# O'MALLEY, DENEEN, LEARY, MESSINA & OSWECKI

ATTORNEYS AT LAW

20 MAPLE AVENUE

P. O. BOX 504

WINDSOR, CONNECTICUT 06095

TELEPHONE (860) 688-8505

FAX (860) 688-4783

WILLIAM C. LEARY  
Of Counsel  
VINCENT W. OSWECKI, JR.  
MICHAEL P. DENEEN  
KEVIN M. DENEEN  
RICHARD A. VASSALLO  
JAMES P. WELSH

THOMAS J. O'MALLEY (ret)  
DONALD J. DENEEN (ret)  
ANDREW G. MESSINA, JR.  
(1940-2000)

January 15, 2014

Mr. Matthew W. Hart, Town Manager  
Town of Mansfield  
4 South Eagleville Road  
Mansfield, Connecticut 06268-2599

Re: Request for Qualifications – Town Attorney/Legal Services

Dear Mr. Hart:

In response to the Request for Qualifications for Town Attorney Legal Services for the Town of Mansfield, I am pleased to transmit this letter of interest, together with our firm's resume and additional information regarding our law firm. O'Malley, Deneen, Leary, Messina & Oswecki has extensive experience in representing municipalities and other public sector entities in Connecticut both in their general legal requirements, including land use issues, and in their labor and employment issues.

O'Malley, Deneen, Leary, Messina & Oswecki is a six lawyer firm which has provided representation to municipalities, public housing authorities and other public sector clients for over forty years. As the lead attorney, Attorney Kevin Deneen will be available to the fullest extent necessary to fulfill the Town's legal needs. All members of the firm are well versed in governmental and municipal law and have developed special areas of expertise that are available to our public sector clients. As a result, all members of the firm are available and will be utilized to represent the Town in accordance with the particular question or issue at hand, with the primary responsibility of performing and overseeing the work being Attorney Kevin Deneen. A copy of our firm resume is enclosed, outlining the legal education and professional experience of the members of the firm.

The firm, or individual attorneys within the firm, has represented the Town of Windsor for over forty years. Attorney Kevin Deneen has served as the Town Attorney for the Town of Enfield since 2008. Attorney Kevin Deneen and Attorney Michael Deneen have served as Assistant Corporation Counsels representing East Hartford, and the firm has also served as Town Attorney for other municipalities, including Suffield and Granby. In addition, Attorney Kevin Deneen currently represents the Towns of Windsor, Windsor Locks, Suffield and East Granby and the Suffield Water Pollution Control Authority in regard to their labor and employment issues, and other issues as needed.

Attorney James Welsh has served as an Assistant Attorney General and Special Assistant Attorney General for almost thirty years. He has represented numerous state agencies in administrative hearings, state and federal courts. We have also represented Public Housing Authorities of Hartford, Windsor and Granby, and the Redevelopment Agencies for the Towns of Windsor Locks and Granby. Members of the Firm have served on many boards and commissions, including the Metropolitan District Commission and the predecessor to the present Bradley Airport Commission. We have litigated cases before the federal District Court for the District of Connecticut and the Superior Court for the State of Connecticut. We have argued municipal law cases before the Second Circuit Court of Appeals, the Connecticut Appellate Court and the Connecticut Supreme Court. We maintain a 'library' of prior opinions, now numbering in the hundreds, regarding issues faced by our municipal clients. Although some may be specific to the Charter or factual situation presented, this resource gives us the ability to quickly and efficiently respond to the particular question that may be raised. There are few, if any, areas of municipal law that members of the firm have not dealt with over the years.

Members of the firm have appeared before numerous state administrative agencies, including the Commission on Human Rights and Opportunities, the Freedom of Information Commission, the State Board of Labor Relations, the State Board of Mediation and Arbitration and the Attorney General's office. We have litigated cases through the American Arbitration Association as well as other private alternative dispute resolution services. We have issued literally hundreds of legal opinions to various municipalities and other public sector clients, and as noted above, we maintain our own "in house" bank of opinions as a resource.

Through our extensive experience in representing public sector clients, we have developed a philosophy that recognizes the unique demands placed on municipal and other public sector clients. It often seems that there are six thousand citizens looking over the shoulder of those in public offices, and of those who represent them. We are keenly aware of the need for accurate, timely advice to assist the municipality in achieving its goals. Despite the issues and conflicts that inevitably arise, in the end, the municipality still has a job to do, and must maintain and advance its relationship with its citizens, contractors, employees, and other stakeholders in the community. When a client presents us with a question of whether they can or can not take some specific step, we see our role as not to simply respond "yes" or "no". Rather, it is to determine what the client's goal is, and if the method presented of achieving that goal is not sound, to offer alternative means of achieving the same result. We pride ourselves on our ability to see beyond the simple (or not so simple) question presented, and our ability to respond and to assist the client in achieving their ultimate goals.

#### Qualifications and Experience of Principals and Associates.

Attorney Vincent Oswecki has over forty years of continuous public sector legal experience and is particularly well versed in the areas of Charter and statutory analysis, general governmental law, zoning and wetlands matters, environmental law, redevelopment procedure and tax and condemnation appeals. He has also represented the

Redevelopment Agency of the Town of Granby, and served as the Granby Town Attorney. He has represented municipalities in all aspects of their legal needs (other than bond counsel). He has acted as Special Counsel for other municipalities as his expertise has been called upon, or when the principal town attorney has a conflict. He is a member of the Municipal Law and Governmental Services Committee of the Connecticut Bar Association and the Connecticut Association of Municipal Attorneys.

Attorney Kevin Deneen has been practicing in the area of public sector and municipal law for over twenty five years and concentrates in the areas of municipal, labor and employment law, and tax assessment and lien litigation and other civil litigation. Attorney Deneen currently serves as Town Attorney for the Town of Enfield, and presently represents the towns of Windsor, East Granby, Suffield, Windsor Locks and the Town of Suffield Water Pollution Control Authority in all their labor and employment matters. He has represented the Town of East Hartford as an Assistant Corporation Counsel, concentrating Charter and statutory analysis, general contract issues and labor and employment matters. He has represented both private sector and public sector clients before the Connecticut Commission on Human Rights and Opportunities and many other state boards and commissions. Attorney Deneen has also led seminars and classes, including ethics training for police officers, as a component of the Town of Enfield Police Department accreditation process. Attorney Deneen currently serves on the Board of Directors of the Connecticut Association of Municipal Attorneys and was elected Secretary of the Board in 2013, and is a member of the Municipal Law and Governmental Services Committee of the Connecticut Bar Association.

Attorney Michael Deneen maintains his practice primarily involving civil and criminal litigation and real estate conveyancing. Attorney Deneen has also previously served as an Assistant Corporation Counsel for the Town of East Hartford. In representing the Town of East Hartford, he concentrated in all areas of civil litigation, including planning and zoning appeals, and challenges to municipal actions based on Charter provisions. He regularly appears in the Superior Court for the State of Connecticut in both the civil and criminal dockets. He has tried both jury and bench cases to verdict.

Attorney Richard Vasallo focuses his practice on real estate, land use and civil litigation matters. His practice includes extensive land use and zoning issues, including representing the Town of Windsor in extensive litigation over planning and zoning and wetlands regulation issues. He recently appeared before both the Connecticut Appellate Court and the Connecticut Supreme Court defending various land use bodies of the Town of Windsor.

Attorney James Welsh has joined our Firm after serving as an Assistant Attorney General and Special Attorney General for the State of Connecticut. He served as the lead attorney in *CARC v. Thorne* (Mansfield Training School matter), *USA v. Connecticut* (Southbury Training School) and numerous other matters. He has represented various state agencies in many different administrative concerns, and is particularly well versed in matters involving the Freedom of Information Act and the Uniform Administrative Procedure Act.

We regularly provide representation to other municipalities when called upon, or when the appointed Town Attorney has a conflict.

We have served as lead counsel for various municipalities and agencies in well over one hundred litigation matters over the years. These matters include almost every conceivable matter of municipal representation, including defending land use appeals (Planning and Zoning Commission, Inland Wetlands and Watercourses Commission, Zoning Board of Appeals, etc.), Freedom of Information litigation, contract claims, real estate tax assessment appeals, tax foreclosures and appeals from various administrative agencies, including the Freedom of Information Commission, the State Board of Mediation and Arbitration and the State Board of Labor Relations.

**Client References:**

Town of Windsor  
275 Broad Street  
Windsor, CT 06095  
(860) 285-1800  
Mr. Peter Souza, Town Manager

Town of Windsor Locks  
50 Church Streets  
Windsor Locks, CT 06095  
(860) 627-1444  
Mr. Stephen Wawruck, Jr., First  
Selectman

Town of East Granby  
9 Center Street  
East Granby CT 06024  
(860) 653-2576  
Mr. James Hayden, First Selectman

Town of Enfield  
820 Enfield Street  
Enfield, CT 06082  
(860) 253-6352  
Matthew Coppler, Town Manager

Suffield Water Pollution Control Authority  
844 East Street South  
Suffield, CT 06078  
(860) 668-3853  
Commissioner Anne Huntington, DVM

Town of Suffield  
83 Mountain Road  
Suffield, CT 06078  
(860) 668-3838  
Edward McAnaney, First Selectman

**Conflict of Interest.**

We maintain a rigorous conflict of interest review process, and would not expect to have any conflicts in representing the Town. Due to the extent of our municipal representation, we generally do not represent developers and other clients who regularly appear before municipal land use boards or other municipal boards and commissions. We do not represent any clients who hold an interest in property (other than individual, residential property owners in their personal real estate financing issues) in the Town of Mansfield. Within our firm, as each new matter is received, a file is opened indicating the client name and the matter and the opposing party and attorney, if any. This information is reviewed by all attorneys in the firm to confirm that there is no conflict with any other client. In the extremely rare instance when a potential conflict is

identified, the clients are informed, and if an agreement regarding representation is not reached, the matter is referred to outside counsel. During our long history of municipal representation, we have found this to be a very rare occurrence.

### Fees/Cost Containment.

We have employed differing methods of providing representation to our municipal clients according to their needs, and would be open to discussing the most appropriate means of doing so for Mansfield. We have been retained on a straight hourly rate by some municipalities, and others have been done on a set monthly retainer. We have used a blended process in representing the towns of Windsor and Enfield, where the base retainer covers all non-litigation matters, including ordinance and charter review, contract reviews, attendance and meetings and general advice. Litigation is billed on a discounted hourly basis.

We have found that this 'blended' approach allows for the most economical means of representing public sector clients. This approach allows a municipality to have a firm cap on its basic legal expenses. The fee structure includes an annual retainer (payable monthly) covering all non-litigation matters, including ordinance and charter review, contract reviews, attendance as needed and meetings, legal opinions and general advice. This would include counseling through the time a formal filing or appeal is made for administrative adjudicatory matters and labor and employment matters, including grievances and prohibited practices complaints. All litigation matters, including land use appeals and tax appeals, would be billed on an hourly basis. For labor and employment matters, the monthly retainer would include all counseling up to a demand for arbitration or the assignment of the matter for a formal hearing. Collective bargaining negotiations would be billed on the hourly basis. We propose an annual retainer in the amount of thirty five thousand (\$35,000.00) dollars, payable in equal monthly installments. Hourly charges for those services outlined above would be charged at our discounted municipal rate of one hundred seventy five (\$175.00) dollars per hour. Our normal private sector litigation rate is generally between two hundred and fifty and three hundred dollars (\$250.00- \$300.00) per hour.

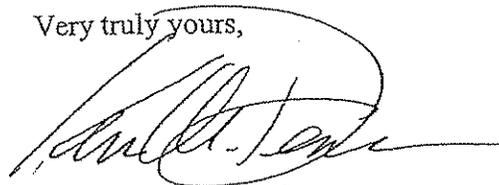
With the extensive experience we have in representing municipal clients, we are able to offer exceptional services at a reasonable cost to the municipal client. With this experience, we do not need to be constantly 'reinventing the wheel.' We do not need to use our municipal clients as a training ground for new associates or to fill an unreasonable amount of billable hours. This 'blended' approach provides the incentive for us to be efficient, accurate and timely in our response to the needs of our municipal clients. We have occupied and owned our office for over forty years, and this allows us to keep our costs low, and to pass those savings on to our clients.

All normal ancillary charges are included in our rates, including word processing, copying, etc. Costs, including marshal fees, court entry fees, appraisal fees, expert witness fees, and extraordinary copying charges would be reimbursed upon the filing of appropriate vouchers. No such costs would be incurred without the prior approval of the

Town.

We are a firm committed to providing the highest level of legal representation to our clients, in an efficient and cost effective manner. We have provided legal representation to our municipal and other public sector clients for over forty years, and have represented municipalities in both state and federal courts, and have advocated for our clients before local and state agencies. We look forward to the opportunity to work with the Town of Mansfield.

Very truly yours,



O'Malley, Deneen, Leary  
Messina & Oswecki

## O'MALLEY, DENEEN, LEARY, MESSINA & OSWECKI

20 Maple Avenue, P. O. Box 504  
Windsor, Connecticut 06095  
Telephone: (860) 688-8505  
Facsimile: (860) 688-4783  
Juris Number: 44526

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### MEMBERS OF THE FIRM

**WILLIAM C. LEARY**, born Windsor Locks, Connecticut, August 4, 1938; admitted to bar, 1965, Connecticut. Education: Providence College (B.A., 1960); University of Connecticut Law School (J.D., 1965). Probate Judge, 1971 to 2008. Connecticut State Legislature, 1967-1971. Chairman of Windsor Locks Police Commission, 1968-1970. Attorney for Windsor Locks Redevelopment Agency, 1970 to 2008. Greater Enfield Bar Association and Windsor Locks Lions Club President. Real Estate and Probate Law.

**VINCENT W. OSWECKI, JR.**, born Hartford, Connecticut, May 20, 1943; admitted to bar, 1968, Connecticut; 1975, U.S. Supreme Court. Education: Trinity College (Capitol Area Scholar), (B.A., 1965); Georgetown University (J.D., 1968). Member, Windsor Board of Education, (Vice Chairman) 1970-1973. Town Attorney, Windsor, Connecticut, 1973-1985, 1987-1989 (continual experience 1969-present); Member, Board of Directors, Hartford Hospital, 1975-1980, Corporator, Hartford Hospital; Town Attorney, Granby, Connecticut, 1977-1982. Chairman, (Governor Grasso appointment) Bradley International Airport Noise Abatement Committee, 1978-1983. Attorney, Granby Redevelopment Agency, 1982-1986; MDC Commissioner, 1989-1995. Member: Hartford County and Connecticut Bar Associations; Connecticut Association of Municipal Attorneys; Connecticut Trial Lawyers Association.

**MICHAEL P. DENEEN**, born New York, New York, February 28, 1959; admitted to bar, 1984, Connecticut. Education: Boston College (B.A., cum laude, 1981); University of Connecticut (J.D., 1984). Member: Hartford County, Connecticut and American Bar Associations; Connecticut Trial Lawyers Association; Assistant Corporation Counsel of East Hartford (1989-1992).

**KEVIN M. DENEEN**, born Waterbury, Connecticut, March 15, 1960; admitted to bar, 1987, Connecticut. Education: College of the Holy Cross (B.A., cum laude, 1982); University of Connecticut (J.D., with honors, 1987). Member: Hartford County, Connecticut and American Bar Associations (Real Estate Committee; Municipal Practice Committee); Assistant Corporation Counsel of East Hartford (1989-1992); Assistant Clerk, Connecticut State Senate (1995-1996); Labor Counsel to the Town of Suffield (1988-1992, 2011-present); Labor Counsel to Town of East Granby (1994-Present); Labor Counsel to the Town of Windsor Locks (1997 to Present); Town Attorney to the Town of Enfield (2008-present); Counsel to Jodi Rell, Governor's Election Committee. Member, Connecticut Bar Association; Connecticut Association of Municipal Attorneys; Board of Directors of Connecticut Association of Municipal Attorneys, 2011- present, Secretary of Board of Directors, 2013- present.

**RICHARD A. VASSALLO**, born Hartford, Connecticut, January 11, 1963, admitted to bar, 1989, Connecticut; 1992 United States Tax Court, 1995 United States Court of Appeals. Education: University of Connecticut (B.S. 1985); Western New England College School of Law (J.D. 1989) Managing Editor and Law Review for Western New England School of Law (1987-1989); Organizing Member, Windsor Education Foundation, Inc., a 501(c) (3) non-profit corporation (2007-present).

**JAMES P. WELSH**, born in Orange, New Jersey, September 15, 1958; admitted to the bar, 1984. Education: Southern Connecticut State University (B.S., cum laude, 1980); University of Connecticut (J.D., 1984), Trinity College (M.A., 1984); Legislative Liaison and Staff Attorney, State Office of Protection & Advocacy (1982-1985); Assistant Attorney General (1985-2000); Legal Director, Connecticut Department of Developmental Services and Special Assistant Attorney General (2000-2013); Member and Chairman, Town of Windsor Board of Ethics (2009-present).



**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; Cherie Trahan, Director of Finance; Virginia Walton, Solid Waste and Recycling Coordinator  
**Date:** April 28, 2014  
**Re:** Application to Connecticut Clean Fuel Program

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**Subject Matter/Background**

The Connecticut Department of Transportation (ConnDOT) has announced another round of grant funding for hybrid or other alternate fuel vehicles. The grant funds the difference between the cost of a conventionally fueled vehicle and an alternatively fueled vehicle. The Town has purchased at least three of these types of vehicles under this program, the most recent being the plug-in electric Chevy Volt used by the Town Manager.

Staff has prepared an application to apply for funding for an electric or hybrid vehicle. The application is attached.

**Financial Impact**

Should the Town be awarded grant funding to purchase the all-electric Ford Focus, the cost to the Town would be \$16,810 as the cost of the comparable conventionally fueled Ford Focus. The grant would pay \$20,064 as the difference between the two vehicles.

Should the Town be awarded grant funding to purchase the hybrid Toyota Highlander, the cost to the Town would be \$26,275 as that is the cost of the comparable conventionally fueled Highlander. The grant would pay \$16,105 as the difference between the two vehicles.

The Town has budgeted its share of the purchase in the FY 2014/15 Capital Improvement Program.

As detailed in the attached application, either vehicle would use less fuel than the conventional vehicle saving fuel costs over the life of the vehicle. (The Town has had excellent success with the hybrid vehicles it operates now.)

**Legal Review**

As this is an existing program with a standard application and agreement with the ConnDOT, staff has not asked the Town Attorney to review the application.

**Recommendation**

In order to add an alternate fuel vehicle to our fleet and to save on fuels costs, staff recommends that the Council authorize me to submit the application to the Connecticut Clean Fuel Program.

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

*Resolved, on April 28, 2014, that the Mansfield Town Council approves the filing of the application to purchase an alternate fueled vehicle under the Connecticut Department of Transportation's Connecticut Clean Fuel Program.*

**Attachments**

- 1) Application to Connecticut Clean Fuel Program

**Connecticut Department of Transportation  
2014 – Connecticut Clean Fuel Program  
Application Form**

**Section 1:**

Applicant's name	Virginia Walton
Organization/Affiliation	Town of Mansfield, CT
Mailing address	4 South Eagleville Rd, Storrs, CT 06268
Phone	860-429-3333
Fax	860-429-6863

Contact name	John C. Carrington
Organization/Affiliation	Director of Public Works, Town of Mansfield
Mailing address	4 South Eagleville Rd, Storrs, CT 06268
Email	carringtonjc@mansfieldct.org
Phone	860-429-3332
Fax	860-429-6863

**Section 2: Summary of Existing Operations**

**Description of the Town of Mansfield**

Mansfield, the home to the University of Connecticut, is typical of other New England towns, with its landscape dominated forests, single family homes set on 2 or more acres, wetland and farms. UConn, with its student population of 20,000 students is the equivalent of a small, fairly self-contained city within the Town's semi-rural landscape. The Town government serves a population of about 26,000 residents who pride themselves in supporting a sustainable community.

**Description of the existing fleet operation including existing vehicle types, existing fueling stations used, specific operational tasks per vehicle type, and miles driven per year per vehicle type-**

**Attachment 1**

The fueling station for all town vehicles is located at the public works garage. A charging station is located next to the Mansfield Town Hall, at the Mansfield Community Center, which is used to charge one of the plug-in hybrid's in the municipal fleet. There are four other charging stations in the Mansfield parking garage that serve as back-ups. They are located about 1,500 feet away from the Town Hall.

**Section 3: Proposed AFV/CFV Purchase(s)**

Provide a detailed list of vehicles the applicant is proposing for reimbursement under the CCF program –

1 All- Electric Ford Focus, or  
1 Highlander Hybrid

Both are assembled in the USA.

**If applicable, will the vehicle(s) require an alternative fueling station? YES**

**If yes, where will the vehicle(s) be fueled and how many miles away is the fueling station?**

The Ford Focus will be parked in the Town Hall municipal parking lot with access to five charging stations. The closest station is next door at the Mansfield Community Center. The other four stations are located in the Mansfield parking garage, about 1,500 feet away from the Town Hall.

**Section 4: Proposed Diesel Retrofit Technologies (DRT) Purchase(s)**

Not applicable

**Section 5: Specialized Vehicle Purchases**

**Provide any information relevant in determining the award amount including the OEM invoice price for the proposed purchase and an OEM invoice price of a similar make and model.**

Make	Model	OEM Invoice of Proposed	OEM Invoice of Similar	Cost Difference
Ford	All-Electric Focus	\$36,874	\$16,810 – Focus Sedan	\$20,064
Toyota	Highlander Hybrid	\$42,380	\$26,275 – Highlander	\$16,105

**Section 6: Purpose and Need**

**Provide a project summary to include the following information:**

**Will the purchase of this AFV/CFV replace an existing vehicle or expand current fleet operations?**

The Town is requesting grant funds to replace the 18 mpg rated 2001 Ford Crown Victoria pool car with either an all-electric Ford Focus or a Highlander Hybrid. The Ford Focus has a mileage rating of 105 miles per gallon equivalent. The Highlander hybrid has a 28 mpg rating and is rugged enough to drive in extreme weather events.

**Please describe how the AFV will be used including specific tasks, estimated yearly mileage and estimated hours of operation?**

The replacement vehicle will be used locally during a regular 35 hour work week to perform routine duties by town employees for an estimated 7,000 miles per year.

**Who will be the primary operator of the vehicle and who will benefit?**

The replacement pool car will be used by several town employees. If the Ford Focus is purchased, employees will have the opportunity to become comfortable with electric vehicle technology. The Town will benefit from an estimated fuel savings of \$923 per year ( $\{7,000 \text{ miles}/18 \text{ mpg} * \$3.0654/\text{gallon of gas}\} - \{7,000/25 \text{ miles} * \$0.96 \text{ electricity}/25 \text{ miles}\}$ ). \$3.0654 is the Town's most recent purchase price for gasoline. According to the Department of Energy's fuel economy website, it costs \$0.96 in electricity to power the Ford Focus for 25 miles. An 83 kilowatt solar array generates electricity for the Community Center and its charging station, making the use of the all-electric vehicle a zero emissions option; 2,470 kilograms of CO2 emissions will be eliminated per year. If the Highlander Hybrid is purchased, the Town will benefit from an estimated savings in fuel of \$426 per year ( $\{7,000 \text{ miles}/18 \text{ mpg} - 7,000/28 \text{ mpg}\} * \$3.0654/\text{gallon of gas}$ ). Town staff, who do not have an assigned work vehicle, will have access to a vehicle that can haul items and function as a work horse, while offering better fuel efficiency and reduced greenhouse gas emissions.

**What are the organizational benefits of this purchase?**

The Town's strategic plan identifies sustainability as a high priority. Moving more of the municipal fleet to electric vehicles demonstrates the Town's commitment to reducing greenhouse gases and fiscal responsibility. Replacing the pool car with an all-electric vehicle is an appropriate way of introducing this technology to Town staff since it will be used for local trips and will avoid nervousness about running out of a charge. Using an all-electric vehicle for town business models an alternative method of mobility. According to the Department of Energy's fuel economy website, replacing the Ford Crown Victoria with the Highlander Hybrid will reduce greenhouse gas emission by 175 grams per mile.

#### **Section 7: Enhance Public Awareness**

**A secondary goal of this program is an education and outreach effort to enhance public awareness of alternative fuel. Explain how the applicant will foster this effort.**

Upon its purchase, the Town will feature the hybrid or all-electric vehicle on the Town's website and in its monthly newsletter. Residents will be notified of the purchase through the Town's e-mail notification system (500 subscribers), facebook (about 450 subscribers) and quarterly trash bills (2,600 households).

TOWN OF MANSFIELD  
MEMORANDUM  
3-18-14

To: Matt Hart, Town Manager  
From: John Carrington, Director of Public Works  
RE: Sedans, Vans, Pickups and Dump Trucks as of 3/18/14

<u>Designation</u>	<u>Year/Description</u>	<u>Assigned to</u>	<u>Approx. current Mileage</u>	<u>Approx. Use (mi/yr)</u>	<u>Status</u>
<b><u>Sedans</u></b>					
M-1	'13 Chevy Volt	Town Manager	8,938	9,000	
M-20	'01 Ford Crown Vic	Clerk of the Works	98,069	7,000	
M-21	'06 Chevy Impala	Police	53,434	4,000	
M-22	'03 Ford Crown Vic	Senior Center	84,884	4,000	
M-23	'00 Ford Crown Vic	Fire Dept.	88,734	3,000	
M-24	'06 Chevy	Police	51,958	6,500	
M-43	'04 Honda	Recreation	44,660	3,500	
M-58	'09 Toyota Prius	Finance	40,169	3,000	
M-59	'00 Dodge Stratus	Pool Car	91,369	5,000	
M-66	'06 Honda Civic	Social Services	33,725	3,000	
M-68	'02 Honda	Pool Car	59,748	5,000	
M-82	'05 Honda Civic	Housing Insp.	44,821	5,000	
<b><u>Vans</u></b>					
M-30	'00 Chevy full size	Engineering	32,800	2,000	
M-36	'12 Ford Connect	Animal Control	13,858	8,000	
M-44	'13 Ford Explorer	Fire Marshal	10,529	13,000	
M-57	'99 Ford	Board of Ed	125,325	6,000	
M-74	'91 GMC Sierra	Bldg. Maint.	173,428	7,000	
M-76	'06 GMC	Garage (Mech's)	35,505	5,000	
M-77	'06 Ford Escape	Bldg. Maint.	88,349	9,000	
M-78	'06 Chevy Box Truck	Board of Ed	100,814	13,000	
M-79	'14 Ford Explorer	Fire Chief	2,502	13,000	
M-80	'03 Ford F350	Bldg. Maint.	139,950	12,000	
M-83	'07 Ford Explorer	Deputy Fire Marshal	78,860	10,000	
<b><u>Pickups</u></b>					
M-2	'10 Ford Ranger	Dir. of P.W.	28,574	8,000	
M-3	'09 Ford Ranger	Supt. of DPW	71,837	23,000	
M-4	'13 Ford F350	Roads	9,208	8,000	
M-13	'11 Ford F350	Grounds.	34,802	8,000	
M-62	'09 Ford F350	General DPW	51,361	11,000	
M-63	'12 Ford F350	Bldg. Maint.	25,996	7,000	
M-64	'08 GMC Sierra	Grounds	58,728	7,000	
M-67	'12 Ford F150	Bldg Official	13,602	12,000	
M-73	'08 GMC Sierra	Dir. of Maintenance	94,546	15,000	
M-81	'06 Ford Ranger	Housing Inspector	94,624	12,000	

Mansfield Department of Public WorksLarge Dump Trucks as of 8/7/13

<u>#</u>	<u>Year/Description</u>	<u>make-model</u>	<u>Approx. current mileage</u>	<u>Approx. use miles/year</u>
M-5	'09	Peterbilt	46,430	7,000
M-6	'10	Peterbilt	37,399	9,000
M-7	'01	Int'l 4900	92,118	7,000
M-8	'99	Int'l 4900	91,646	4,000 replace 12/13
M-9	'01	Int'l 4900	97,835	5,000
M-10	'13	Peterbilt	14,342	11,000
M-11	'04	Int'l 7400	69,329	7,000
M-12	'07	Int'l 4900	49,100	8,000
M-14	'00	Freightliner	267,543	1,000 – Tractor Horse for trailers
M-17	'92	Int'l 4900	119,752	4,000 – Sewer Flusher/Water Truck
M-40	'96	Vac-All	36,240	1,000
M-71	'98	Int'l 4900	107,707	6,000
M-75	'05	Freightliner	116,809	4,000 (Bldg. Maint.)

Small Dump Trucks

M-31	'00	Ford F350 4x4	108,430	7,000 replace 12/13
M-37	'12	Ford F550 4x4	17,745	8,000
M-38	'14	Ford F550 4x4	1,443	2,000
M-39	'05	GMC	84,288	10,000
M-72	'04	GMC Savana	103,545	12,000

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**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Toni Moran, Personnel Committee Chair  
**CC:** Matt Hart, Town Manager  
**Date:** April 28, 2014  
**Re:** Town Manager's Performance Review and FY 2013/14 Compensation

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**Subject Matter/Background**

As you know, in the fall 2013 the Council completed the Town Manager's performance review for the previous year (July 1, 2012 – June 30, 2013). The Council did favorably evaluate the Town Manager's performance for this rating period.

During the review process, we discussed a wage increase for the Town Manager. Since negotiations with several labor groups were underway and no adjustments had been made to non-union compensation, the Manager asked that any changes in his compensation be held in abeyance.

At its April 21<sup>st</sup> meeting, the Personnel Committee unanimously approved to recommend to the Town Council that a 1.5% general wage increase be applied to the Town Manager's salary retroactive to July 1, 2013. This general wage increase is consistent with what was awarded to nonunion personnel. Please note that the Town Manager has not requested the additional one-time payment awarded to nonunion staff.

**Financial Impact**

If the wage increase is approved, the Town Manager's annual salary would increase from \$138,405 to \$140,481. The impact of the wage adjustment on benefits is noted below:

**Impact of Adjustment to Town Manager Compensation FY 13-14**

	Salary	FICA	Medicare	MERS	Life Ins.	STD Ins.	LTD Ins.	Total
Current	\$138,405	\$8,581	\$2,007	\$16,581	\$598	\$756	\$840	\$167,768
Proposed	\$140,481	\$8,710	\$2,037	\$16,830	\$607	\$767	\$853	\$170,284
Difference	\$2,076	\$129	\$30	\$249	\$9	\$11	\$13	\$2,516

**Recommendation**

If the Town Council supports the Personnel Committee's recommendation to apply a 1.5% general wage increase to the Town Manager's salary retroactive to July 1, 2013, the following motion is in order:

*Move, to increase the Town Manager's annual salary by 1.5% to an annual salary of \$140,481, retroactive to July 1, 2013.*

**Attachments**

- 1) Town Manager Evaluation Statement 2013, Personnel Committee Recommendation

## Town Manager Evaluation Statement 2013

### Personnel Committee Recommendation

Once again, Council members' evaluation of Matthew Hart has been positive on all areas of evaluation, with most members choosing "outstanding" on nearly all questions. He clearly exhibits exemplary leadership and administrative capacity. Mansfield can be proud of its town leadership.

Matt is well organized, knowledgeable of both internal and external issues, and well regarded by his staff. The materials he presents to the Council are well documented, detailed and responsive to Council questions and concerns. Council members commented on his growth as a leader. In addition, council members commented on the way he has handled multiple complex issues (such as water, development and construction issues), working with the University and with Storrs Center developers and others to accomplish town objectives without yielding town prerogatives. Matt's willingness to present detailed budgetary documents, the presentation of multiple options for the Council to consider, and his knowledge of financial issues beyond the borders of the town were among the qualities that Council members appreciated. Several Council members commented that they appreciated his budgetary conservatism, and the ability of Matt and his staff to accommodate budget reductions. However, Council members were divided on whether Matt ensures the most efficient use of fiscal and staff resources.

Council members consider Matt to be responsive to Council and public questions and concerns, willing to provide detailed information in response to requests for information, and generous with his own and staff time. Several members commented on the high quality of his response to critical and often hostile comments. On the other hand, this was one area where members divided their choices between outstanding and satisfactory. Another area where Council members divided was on communication of Council policies to the public. One member noted the improvement in communication through the Mansfield Minute.

Matt's reputation with other agencies, for those who have observed those interactions, is impressive. He has regular interaction with University officials, State Police officials at the highest levels, legislators, and organizations such as CCM. In those forums, he is well respected, and has been asked to serve in important positions, such as the state taskforce on municipal taxation.

Responses to questions about 2012-2013 goals included praise for his staff negotiations, limited pay increases, and responsiveness to fluctuating state funding. Comments on the sustainability goals included positive comments on the way he has handled continuing negotiations with Storrs Center developers, praise for keeping Mansfield interests foremost in water negotiations, and appreciation for the greatly improved relationship with UConn. In particular, Council members appreciated his leadership in bringing an end to the traditional Spring Weekend, and improved control of student parties at other times. Members also commented positively on the amount of material we were given in order to reach the decision to postpone school construction, but to fund repairs and certain improvements. There was some concern about the goal for Senior Services. In Matt's self evaluation, he listed the...and the subsequent discussions with the Personnel Committee and the various advisory committees as a significant achievement. Council members were divided on whether this was an outstanding or a satisfactory

achievement. This concern was also noted in response to the question regarding whether he knows when to act and when not to act. However, some of the delay in the Human Services Department transition was due to the fact that Matt, as requested by the Personnel Committee, consulted multiple times with all the relevant advisory committees.

This evaluation provided only three possible responses to questions: outstanding, satisfactory or needs improvement. No member responded that any area needs improvement.

We anticipate that Matt's leadership in 2013-2014 will continue at its currently outstanding level, and that the town will continue to benefit from a standard of achievement that places him among the very best in his field.

The Personnel Committee recommends that the Town Manager's salary be increased in 2013-2014 by the same amount that other non-union employees receive.

## Committee on Committees

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April 11, 2014

At the April 11, 2014 meeting of the Committee on Committees, the following recommendation was approved:

The appointment of Denise Keane to the Ethics Board as an alternate for a term ending 6/30/2015

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Submitted by Brian Colman  
3/29/14

U.S. Department of Housing  
and Urban Development

Item # 11

Office of Inspector General

Office of Investigation

# Detecting, Preventing, and Reporting FRAUD

Guidelines for Public Housing Authorities  
to Take Charge and Make the Difference

*White-collar crime* in public housing authorities (PHAs) has the same devastating effect as violent crime: the residents are victims and HUD programs are abused. All too often, victims are at the mercy of the crime and the criminal(s) who inflict financial pain, suffering, and conflict. As such, the HUD Office of Investigation in the Office of Inspector General (OIG) wants to partner with PHAs to actively take charge in detecting, preventing and reporting FRAUD so that together, WE CAN MAKE THE DIFFERENCE. The OIG is fighting back with the help of PHAs to stop the financial assault on PHA residents and the HUD programs that are designed to help them.

### Problem

Crimes such as bribery, kickbacks, bid rigging, embezzlement, and false claims can occur in contracting and procurement programs of any organization. At PHAs, these crimes ultimately affect the tenants because funds intended to improve their living conditions are diverted for the personal gain of others. In order to prevent such occurrences, it is essential that PHA officials develop internal controls to ensure that such activities do not occur within their organizations. Additionally, the issue of tenants who underreport their income or in any way submit false statements to HUD must also be addressed.

### Objective

PHA management needs to:

Create an environment in which PHA employees understand that dishonest acts will be detected and promptly addressed; and

Send a message that it will aggressively seek out possible fraudulent conduct, instead of waiting for instances to come to its attention.

To accomplish this objective, PHAs need to adopt or update and aggressively implement a formal Fraud Policy. This Policy should establish how dishonest activity will be handled, including terminating employment and reporting the matter to law enforcement authorities.

## Definitions

Fraud is defined as the intentional, false representation or concealment of a material fact for the purpose of inducing another to act on it to his or her injury.

A Fraud Policy specifies what an organization does to reduce fraud, how fraud matters are handled and what action is taken as a result of an investigation.

A Fraud Policy is *not* intended to cover administrative matters such as time and attendance problems or minor acts of insubordination. Such matters should be resolved within the PHA through the initiation of disciplinary measures where appropriate.

## Commitment by Management to Fraud Prevention

Fraud prevention and the fight against fraud cannot be left to Auditors and Investigators alone. Management must make a positive commitment to fraud prevention and detection. Experts agree that it is easier to prevent fraud than to detect it. Fraud prevention is based on increasing an awareness that potential perpetrators will be detected if they commit misdeeds.

Many frauds are committed against organizations by employees who feel they were treated unfairly, did not receive proper compensation or promotions, had a supervisor who was difficult to deal with, feared being terminated, or were bored with their jobs. Even honest employees, when faced with pressure and perceived opportunity, may rationalize a dishonest act. Tenants commit fraud by submitting false statements to HUD which enable them to receive overpayments of subsidies or subsidies to which they are not eligible.

Fraud can be reduced, but not eliminated, by hiring honest people, establishing good personnel policies and procedures, better tenant pre-screening, and strict certification procedures.

Increasing the perception of detection might be the most effective fraud prevention method. Controls, for example, do little good in forestalling theft and fraud if those who may be inclined to commit fraud do not know that controls are in place. In the audit profession, this means letting employees, managers, executives, and tenants know that Auditors are

actively seeking out information concerning internal theft. In the criminal investigation profession, this means Special Agents will use those tools that will allow for swift prosecution of all violators and will result in the imposition of the maximum jail time and payment of restitution, fines, and penalties to the fullest extent of the law.

Management is responsible for the detection and prevention of fraud. For fraud to be minimized, top management must set the proper tone. Unless management sets an example and advises employees of what is acceptable and unacceptable, fraud will be more likely to occur. If employees see management being dishonest or rationalizing improper behavior, they will attempt to justify dishonest acts of their own. The two most important elements of encouraging honesty in others are: (1) properly modeling honest behavior (setting a good example); and (2) properly labeling actions as acceptable or unacceptable.

The best source of information regarding fraud and abuse within an organization is its employees. An organization needs to develop a mechanism whereby employees' complaints are properly investigated. The establishment and adoption of a Fraud Policy within an organization emphasizes the importance that the organization places on combating fraud.

## Components of a Fraud Policy

A comprehensive Fraud Policy should contain the following components:

> Policy Statement

The policy should provide that management is responsible for preventing, detecting, and reporting fraud, and require each member of the management team to be familiar with the types of signals suggesting possible fraud within his or her scope of responsibilities. The policy statement should also state who is in charge of investigating suspected irregularities.

> Scope of Policy

This area of the Fraud Policy sets forth what constitutes fraudulent activities and the fact that the policy covers everyone from management to employees.

> Actions Constituting Fraud and Related Criminal Activities

This segment sets forth examples of the most serious of these activities:

Bribery or kickbacks

False claims or bid rigging

Theft, embezzlement, or other misapplication of funds or assets

Forgery or alteration of documents

Impropriety with respect to reporting financial transactions

Profiting on insider knowledge

Destruction or concealment of records or assets

Tenant underreporting of income

> Reporting Suspected Fraud

The policy should state that where fraud or related criminal activity is suspected, it should be reported to the HUD OIG Hotline or the Special Agent-in-Charge of the Region that has jurisdiction in your state. (A complete listing of the OIG Offices of Investigation is included at the end of this pamphlet.)

> Other Irregularities

This section covers allegations of personal improprieties or other irregularities not constituting fraud, such as drug abuse, vandalism, littering, disturbing the peace, or other such public nuisances or criminal activity, and should state that these matters should be resolved by management.

> Confidentiality

This section provides that any investigation resulting from suspected irregularities will not be disclosed to outsiders, except to the appropriate law enforcement authorities. It also provides that management will not retaliate against employees who report either fraudulent or non-fraudulent irregularities.

> Authorization for Investigation

This section should advise that the person in charge of the PHA's internal investigation has the authority to take control of and examine records.

> Reporting Procedures

This section states that employees suspecting fraud should report it and not attempt to conduct an investigation themselves. It also states that management and others should refrain from discussing the allegations with anyone other than those with a legitimate need to know.

> Termination

This section states that any recommendations to terminate employees should be reviewed by counsel and management.

## Distribution

Upon adoption, PHAs should provide a copy of the Fraud Policy to all employees, board members, Resident Management Corporations, and the appropriate HUD Field Office. Anti-fraud posters should be displayed in common areas. A copy of this pamphlet will be available on the Internet. The OIG Internet address is <http://www.hud.gov/oigindex.html>

## Information on a Fraud Policy

More information concerning fraud prevention and detection is contained in the Fraud Examiners Manual, Revised Second Edition, published by the Association of Certified Fraud Examiners, 716 West Avenue, Austin, TX, 78701. For information about the Association, please write to the address above or call them at (800) 245-3321.

If you are aware of **FRAUD, WASTE, and ABUSE** in HUD programs and operations, report it to HUD's OIG Hotline!

## What Kinds of Things Should You Report?

YOU should report mismanagement or violations of law, rules, or regulations by HUD employees or program participants. Your complaint will be kept confidential if it is received on the phone, through the mail, or in person. We cannot guarantee confidentiality if you send your complaint by e-mail. Laws protect you from reprisals (any action taken against you because you filed this complaint).

You May Submit Your Complaint One of 4 Ways:

- e-mail: We know that filing a complaint is very serious, so we want to be sure that you understand that if you send your complaint by e-mail, through the Internet, it is possible – though unlikely – that others may see it as it is transmitted. The HUD OIG cannot guarantee confidentiality. If it is important to you that no one sees your complaint – other than OIG staff – then you should use the phone or send it by mail. Remember: if you submit your complaint online (through e-mail), it is possible - though unlikely – that others could read it since the Internet is not secure. If you decide to use e-mail, you are agreeing to waive confidentiality.

Send e-mail complaints to: [hotline@hudoig.gov](mailto:hotline@hudoig.gov)

- By Phone: Call toll free: 1-800-347-3735  
TDD: 202-708-2451, or  
1-800-304-9597
- By Fax: 202-708-4829
- By Mail:  
Department of Housing & Urban Development  
Office of Inspector General Hotline Manager  
400 Virginia Avenue, SW, Suite 120  
Washington, DC 20024

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March 27, 2014

Dear Council Members:

I am writing to request that the Town of Mansfield establish an ordinance that prohibits smoking in the new Town Square in Storrs Center. As a member of the Mansfield Downtown Partnership, I am excited about the plans for use of this space, including fairs, festivals, art shows, musical performances and/or just a place to meet and greet townspeople. I have not yet heard anything about the Town's policy on smoking in this outdoor space, but I maintain that this could potentially affect the health of our town residents in addition to posing a maintenance issue. Here are a few facts to support this request:

- 1) From USA Today, Nov. 14, 2012- "Smoking bans quickly and dramatically cut the number of people hospitalized for heart attacks, strokes and respiratory diseases such as asthma and emphysema. "
- 2) From Web MD- "When you breathe in smoke that comes from the end of a lit cigarette, cigar, or pipe (side-stream smoke) or that is exhaled by a smoker (mainstream smoke), you're inhaling almost the same amount of chemicals as the smoker breathes in. Tobacco smoke contains more than 4,000 different chemical compounds, more than 50 of which are known to cause cancer.
- 3) From Global Advisors Smokefree Policy Website- Outdoor smoking is a public health hazard. Secondhand smoke (SHS) exposure outdoors can harm nonsmokers, plus smoking materials harm the environment. Concentrations of outdoor secondhand smoke can be as high as indoor concentrations, depending on where the smoking is taking place and the amount of secondhand smoke present.

Throughout the United States, hundreds of local governments have enacted smoke-free air legislation for outdoor areas, especially recreational facilities like parks, playgrounds, and beaches, as well as school grounds and near buildings.

U.S. Centers for Disease Control and Prevention (CDC) supports smoke-free parks. On August 6, 2012, the U.S. Centers for Disease Control and Prevention (CDC) launched the "Protecting Your Children from Tobacco" webpage, which provides recommendations to parents on how to help children stay tobacco-free. Included in the category "What your Community Can Do to Help Prevent Youth Tobacco Use" is to "Ban smoking in public places—such as workplaces, schools... and parks".

Outdoor smoke-free ordinances have been upheld in court. The US District Court of Appeals for the 8th Circuit, which represents Eastern Missouri, upheld the lower court's dismissal of a lawsuit involving a plaintiff who challenged a city ordinance in Clayton, which prohibits outdoor smoking in city parks. Both court decisions

supported the right of municipalities to pass ordinances restricting smoking in outdoor public places. (November 8, 2012 court decision)

Let us set a good example for other towns in the region, and protect the health of our residents, by restricting smoking in the new Town Square.

If you wish to contact me about this issue, I can be reached at [monabf@me.com](mailto:monabf@me.com) or 860 942-1512.

I look forward to your prompt resolution of this issue.

Sincerely,

Mona Friedland  
35 Beech Mountain Rd.  
Mansfield Center, CT 06250

C: Cynthia van Zelm, Executive Director  
Mansfield Downtown Partnership

Philip Lodewick, Chairman  
Mansfield Downtown Partnership

**Howard A Raphaelson**  
119 Timber Drive  
Storrs, CT 06268

April 23, 2014

Town Council  
Town of Mansfield

Council Members:

This letter is in regard to the qualifications of a Town Attorney for Mansfield.

When I first thought about this, I felt that the requirements would be similar to those of any outside counsel to an organization. One would look for an ability and willingness to differentiate between jobs that could be done by himself and those that would require someone with more depth in the particular type of law. Good communications skills would be needed to inform the Council and the public of the aspects of a situation while avoiding legal jargon. Good judgment is needed to know when to fight and when to recommend settling. These are things common to most jobs of this sort.

Recently, I had the opportunity to spend a fair amount of time with attorney Dennis O'Brien, and realized I had missed a critical and most desirable characteristic that is unique to municipal attorneys. I sued the Town of Mansfield. I was certain that my position was correct (and still am) but felt that the Town's position was wrong and was not supported by the relevant law. While the damages were minor, the principle loomed large and I was determined to pursue the matter through court even as the court costs increased above the amount in question.

While I was prepared for a confrontational relationship with attorney O'Brien, he responded with friendship, while still holding firm to defend his client's position. Dennis's unrelenting respect, helpfulness and professionalism eventually caused me to drop the case and end my own efforts and the costs to Mansfield.

An overwhelmingly important attribute for a municipal attorney is the ability to deal with the issues without making a personal or organizational enemy of the other party. I have met many lawyers in my life, and have not met his equal at this. Add to his other attributes his in depth knowledge of Mansfield and of our staff members, and you have someone with a depth of skill and knowledge that make him an outstanding candidate for his job as Mansfield Attorney.

I wish you well in your deliberations.

Sincerely



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TOWN OF MANSFIELD



Item #14

Elizabeth C. Paterson, Mayor

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

March 19, 2014

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

Subject: Proposed Engineering and Science Building

Dear Mr. Coite:

The Mansfield Town Council and Planning and Zoning Commission (PZC) offer the following comments and recommendations with regard to the proposed Engineering and Science Building:

- *Master Plan and Impact Study.* A campus master plan and Next Generation Connecticut impact study should be completed prior to construction of any buildings related to the NextGen initiative other than the currently proposed engineering/science building and STEM residence hall. This study should include a comprehensive, multi-modal transportation plan for the build-out of the campus that considers impacts to the local transportation network, including off-campus improvements for vehicular, pedestrian, bike and transit circulation.
- *Traffic Analysis.* A traffic study that evaluates the potential impacts of the proposed buildings on the local road network, in addition to the state road network, should be done to confirm the conclusion that no significant impacts on the local road network are anticipated. This analysis should identify any necessary mitigation measures and be made available to the Town for review and comment prior to submission to OSTA.
- *Stormwater/Eagleville Brook.* The University should identify specific measures to employ for each project to reduce impacts on the Eagleville Brook watershed.

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

Sincerely,

*Elizabeth C. Paterson*  
Elizabeth C. Paterson  
Mayor

*JoAnn Goodwin*  
JoAnn Goodwin  
Chair, Mansfield PZC

Cc: Town Council  
Planning and Zoning Commission

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TOWN OF MANSFIELD



Item #15

Elizabeth C. Paterson, Mayor

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

March 19, 2014

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

Subject: Proposed STEM Residence Hall

Dear Mr. Coite:

The Mansfield Town Council and Planning and Zoning Commission (PZC) offer the following comments and recommendations with regard to the proposed STEM residence hall off Alumni Drive:

- *Master Plan and Impact Study.* A campus master plan and Next Generation Connecticut impact study should be completed prior to construction of any buildings related to the NextGen initiative other than the proposed residence hall and the engineering/science building. This study should include a comprehensive, multi-modal transportation plan for the build-out of the campus that considers impacts to the local transportation network, including off-campus improvements for vehicular, pedestrian, bike and transit circulation.
- *Traffic Analysis.* A traffic study that evaluates the potential impacts of the proposed buildings on the local road network, in addition to the state road network, should be done to confirm the conclusion that no significant impacts on the local road network are anticipated. This analysis should identify any necessary mitigation measures and be made available to the Town for review and comment prior to submission to OSTA.
- *Stormwater/Eagleville Brook.* The University should identify specific measures to employ for each project to reduce impacts on the Eagleville Brook watershed.

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

Sincerely,

Elizabeth C. Paterson  
Mayor

JoAnn Goodwin  
Chair, Mansfield PZC

Cc: Town Council  
Planning and Zoning Commission

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PLANNING AND ZONING COMMISSION  
TOWN OF MANSFIELD

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

Item #16

To: Town Council  
From: Planning and Zoning Commission  
Date: Tuesday, April 22, 2014  
Re: 8-24 Referral; 2014-15 Capitol Improvement Budget

At a meeting held on 4/21/14, the Mansfield Planning and Zoning Commission adopted the following motion unanimously:

“That the PZC approve, subject to the condition below, the proposed 2014-15 Capital Improvement Budget.

Several items are land use-regulated and may require PZC and/or IWA approvals before implementation. The PZC respectfully requests that the departments involved with land use projects coordinate plans with the Director of Planning and Development and Inland Wetlands Agent and that the Commission/Agency be given adequate time to thoroughly review and act upon final plans for all projects that require PZC or IWA approval.”

# MEMORANDUM

Town of Mansfield  
Town Manager's Office  
4 So. Eagleville Rd., Mansfield, CT 06268  
860-429-3336  
Hartmw@mansfieldct.org



To: Planning and Zoning Commission  
CC: Linda Painter, Director of Planning and Development  
From: Matt Hart, Town Manager *Matt*  
Date: April 9, 2014  
Re: Referral: 2014-15 Capital Improvement Budget

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Please see the attached information regarding the above captioned matter. Please review and comment on the proposal, pursuant to your authority under Connecticut General Statutes Section 8-24.

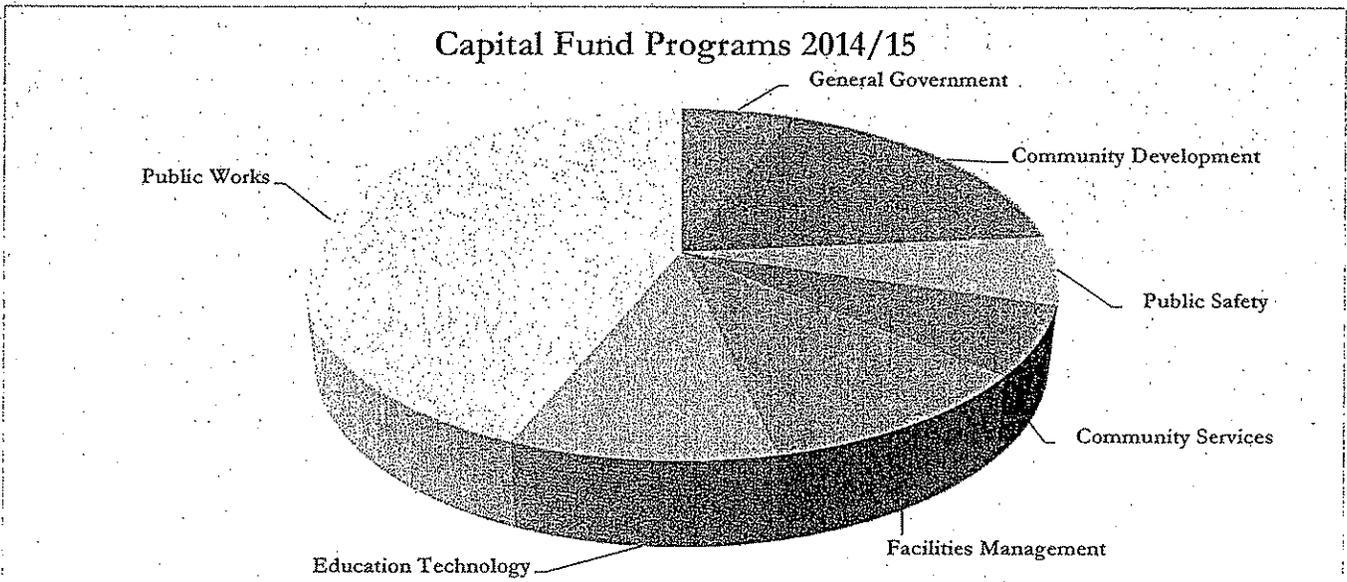
Your assistance with this matter is greatly appreciated.

Town of Mansfield  
Proposed Capital Projects Fund Financing Plan - 2014/15

	Budget 2014/15	LOCIP	CNR Fund	Other Funds	Town Aid Road Fund	Federal/ State Grants	Bonds
<b>General Government</b>							
Pool Car	30,000		30,000				
Software	70,000		70,000				
<b>Total General Government</b>	<b>100,000</b>	<b>-</b>	<b>100,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Facilities Management</b>							
<b>Town</b>							
Comm Center Building Reserve	5,000		5,000				
Emergency Generators	50,000		50,000				
Fire Stations Building Reserve	33,000		33,000				
Furniture & Fixtures	10,000		10,000				
Library Building Reserve	25,000		25,000				
Maintenance Projects	15,000		15,000				
Security Improvements	10,000		10,000				
Senior Center Building Reserve	8,000		8,000				
Town Hall Building Reserve	4,000		4,000				
Vault Climate Control	10,000		10,000				
<b>Education</b>							
Elem School Cleaning Equipment	10,000		10,000				
Roof Repairs	20,000		20,000				
School Building Maintenance	200,000		200,000				
Tractor Replacement	20,000		20,000				
<b>Total Facilities Management</b>	<b>420,000</b>	<b>-</b>	<b>420,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Public Safety</b>							
<b>Fire and Emergency Services</b>							
Communication Equipment	10,000		4,800	5,200			
Fire Ponds - 82902	7,000		7,000				
Fire/EMS Utility Terrain Vehicle	32,000		32,000				
Keyboxes	9,000		9,000				
Personal Protective Equip.	25,000		25,000				
Personnel Accountability Software	8,000		8,000				
Power Load Cot Fastening System	83,000		83,000				
Replace SCBA Air Tanks	12,000		12,000				
Replacement of ET 507	300,000		300,000				
Rescue Equipment	20,000		20,000				
<b>Total Public Safety</b>	<b>506,000</b>	<b>-</b>	<b>500,800</b>	<b>5,200</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Public Works</b>							
Engineering CAD Upgrades	20,000		20,000				
Guardrails Imprv/Replace	8,500		8,500				
Large Bridges (over 20 ft)	15,000		15,000				
Large Dump Trucks	165,000				165,000		
Mowers & Attachments	15,000		15,000				
Road Drainage	50,000				50,000		
Road/Resurfacing	330,000	192,490	116,510		21,000		
Small Dump Truck & Sanders	6,000				6,000		
Storrs Center Equipment	65,000			65,000			
Transportation/Walkways	110,000		110,000				
Trees	10,000		10,000				
Wincog Equipment - Regional	10,000		10,000				
<b>Total Public Works</b>	<b>804,500</b>	<b>192,490</b>	<b>305,010</b>	<b>65,000</b>	<b>242,000</b>	<b>-</b>	<b>-</b>

Town of Mansfield  
Proposed Capital Projects Fund Financing Plan - 2014/15

	Budget 2014/15	LOCIP	CNR Fund	Other Funds	Town Aid Road Fund	Federal/ State Grants	Bonds
<b>Community Services</b>							
Community Center - Misc	26,000		26,000				
Fitness - Equipment	37,200			37,200			
Park Improvements	20,000		20,000				
Playground Surfacing	5,000		5,000				
Playscapes - New/Replace	40,000		40,000				
<b>Total Community Services</b>	<b>128,200</b>	<b>-</b>	<b>91,000</b>	<b>37,200</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Community Development</b>							
Fern Road Bus Garage	10,000		10,000				
Four Corners Sewer/Water Improvement	4,000,000						4,000,000
HUD Comm Challenge Grant	206,720		3,190			203,530	
Mansfield Tomorrow	20,000		20,000				
NextGen Conn Comm Impact	30,000					30,000	
Storrs Center Reserve	228,600		228,600				
<b>Total Community Develop.</b>	<b>4,495,320</b>	<b>-</b>	<b>261,790</b>	<b>-</b>	<b>-</b>	<b>233,530</b>	<b>4,000,000</b>
<b>Education</b>							
Technology Infrastructure	200,000		200,000				
<b>Total Education</b>	<b>200,000</b>	<b>-</b>	<b>200,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL C.I.P. 2013/14</b>	<b>\$ 6,654,020</b>	<b>\$ 192,490</b>	<b>\$ 1,878,600</b>	<b>\$ 107,400</b>	<b>\$ 242,000</b>	<b>\$ 233,530</b>	<b>\$ 4,000,000</b>



Town of Mansfield  
Capital Improvements Program Narrative  
FY 2014/15

Pool Car - \$30,000

This appropriation will provide funds to replace one of the Town's general government cars (of which there are 10 assigned to the various Town departments.)

Software - \$70,000

Our CAMA (computer assisted mass appraisal) software is from 1997 and is due for replacement as it relies on the VMS operating system, which is outdated and incompatible with other systems. The new CAMA system (Vision) enhances reliability, provides productivity improvements, meets statutory requirements, and facilitates online citizen access. Additionally, our new permitting and code enforcement software (CSI) will provide an efficient work flow to maximize staff productivity and enhance information access for the public. Some of the capabilities include online filing, status checking and payment of permit applications, work management that supports collaboration efforts across departments, integration with the Town's GIS and CAMA systems, automated report generation, and tracking of information such as inspections, investigations, and citations.

Community Center Building Reserve - \$5,000

The Community Center, along with other town buildings, is beginning to need facility repairs. Funding is proposed to begin accumulating a reserve for which to draw on when repairs are needed. This funding will begin the reserve and will be put towards a new lift for the pool and replacing the carpet with tile in the main aisle.

Emergency Generators - \$50,000

This appropriation is the second of three years to fund the replacement of emergency generators in the Town Hall, Fire Station #307, and the Library. The second generator to be replaced under this schedule will be the Fire Station #307 generator that is over 30 years old.

Fire Stations Building Reserve - \$33,000

This proposed funding is to begin accumulating a reserve for which to draw on when facility repairs are needed. This appropriation will begin funding the reserve and will be used for a water filter at station #207 and repairs to the floor of station #107.

Furniture & Fixtures - \$10,000

This appropriation will be used for replacing older furniture in the Town Hall.

Library Building Reserve - \$25,000

This proposed funding is to begin accumulating a reserve for which to draw on when facility repairs are needed. This appropriation will be put towards carpet replacement and a new book-drop.

Maintenance Projects – Town - \$15,000

This appropriation is used for unforeseen and other repairs to Town equipment or buildings.

Security Improvements - \$10,000

These funds will be used for a variety of security improvements in Town buildings, primarily to continue to improve outdoor lighting.

Senior Center Building Reserve - \$8,000

This proposed funding is to begin accumulating a reserve for which to draw on when facility repairs are needed. This appropriation will be put towards a study of the heating/ventilating system.

Town Hall Building Reserve - \$4,000

This proposed funding is to begin accumulating a reserve for which to draw on when facility repairs are needed.

Vault Climate Control - \$10,000

This appropriation is the second of four years to fund upgrading the humidity control in the Town Clerk's vault. The system needs to be updated to protect the documents stored there.

Elementary School Cleaning Equipment - \$10,000

This funding is proposed for the purchase of "green" floor scrubbers.

Roof Repairs - \$20,000

This is an on-going capital account used for roof repairs at Town and school buildings.

School Building Maintenance - \$200,000

This is the second year appropriation of the five-year plan to make a variety of repairs in the schools. Planned projects for FY 2014/15 include elevator upgrades to the Mansfield Middle School elevator and air conditioning repairs to the library at Mansfield Middle School.

Tractor Replacement - \$20,000

Funding will be used to replace a 16 year old Kubota tractor and the purchase of a lawn mower attachment and backhoe attachments.

Communication Equipment - \$10,000

This request is for the annual replacement of equipment that has reached the end of its service life and to address shortages of inventory as communication needs have grown. The department requires a variety of communication equipment (pagers, mobile radios, portable radios, etc.) to conduct effective operations at incidents. Effective communications are critical to resolving emergencies and ensuring the safety of the public and department personnel.

Fire Ponds - \$7,000

These funds will be used to upgrade fire ponds for use by the fire department as a source of water for firefighting operations. Upgrades may include the purchase of equipment and components for installation of dry hydrants, improving access for fire apparatus and improving the capacity of a particular pond.

Fire/EMS Utility Terrain Vehicle (UTV) - \$32,000

Funding for this project will improve fire department response to fire and Emergency Medical Service incidents in inaccessible areas of the community. The department responds to off road incidents that are difficult to access with the tools and equipment needed to resolve the situation. Access is often delayed to incidents such as brush fires in our state and federal parks and to patients that have sustained injuries during recreational activities as we wait for adequate resources to arrive on scene. A UTV outfitted with a Fire/Rescue off-road skid unit will enable us to organize a more effective operation for off-road, firefighting and victim rescue operations.

#### Keyboxes – \$9,000

These funds will be used to purchase system components; Knox boxes, master keys, and security devices for the department's on-going Knox box rapid entry system program. This entry system provides the fire department with a secure, rapid, non-destructive method of accessing secured or restricted buildings or areas to better protect the properties we serve. The program provides security and accountability with an audit trail each time a master key is used.

#### Personal Protective Equipment - \$25,000

This funding request provides for an on-going program of Personal Protective Equipment (PPE) replacement. PPE replacement for interior structural firefighters occurs on a five to ten year cycle. This request maintains annual funding to replace a select number of PPE that has reached the end of its service life.

#### Personnel Accountability System - \$8,000

The objective of this project is to implement an on-scene, automated accountability system that is simple yet scalable to meet the unique needs of each type of emergency incident. The preferred solution will provide compatibility on a local, regional and state level and affords interoperability with multiple responding agencies. Tracking personnel and resources at emergency incidents, while maintaining site security at incidents, improves safety for all responders.

#### Power Load Cot Fastening System - \$83,000

Funding for this project will enable the installation of a cot fastening system in each of the department's three ambulances. The power-loading system improves operator and patient safety by supporting the cot (stretcher) through the loading and unloading process and during transport. The possibility of operator injuries is reduced as the system is capable of lifting patients weighing up to 700 lbs.

#### Replacement of SCBA Air Tanks - \$12,000

This is the final year of funding of the multi-year program to replace SCBA (Self Contained Breathing Apparatus) air tanks. These tanks are used by firefighters for breathing air during emergency operations. The department must replace tanks that will reach the end of their 15 year service life in 2015.

#### Replacement ET 507 - \$300,000

This request seeks to meet one of the goals of the department's town wide water supply system for fire protection program. It funds the purchase of a tanker type vehicle that would provide 2,500 – 3,000 gallons of water to the scene of an emergency. The request intends to replace the existing apparatus with one that provides the fire department with a capability that it does not currently possess, but for which the community has a service level need.

#### Rescue Equipment – \$20,000

The department has a variety of rescue equipment (Hurst tools, rescue air bags, stabilizers, etc.) that require updating or replacement. Regular annual service tests often reveal equipment that needs to be replaced. Also, new technologies and materials used in motor vehicle design and construction often require updates to specific tools and equipment needed to meet the challenges encountered during emergency rescue operations.

Engineering CAD Upgrades - \$20,000

This appropriation will provide funds to support the CAD (Computer Assisted Drafting) systems in the Engineering office as well as provide some funds to further some GIS (Geographical Information Systems) development within various Town departments.

Guardrails Improvement/Replacements - \$8,500

This appropriation will provide funds to purchase replacement metal-beam guardrails and wooden guideposts along Town roadways.

Large Bridges (over 20 foot span) - \$15,000

This appropriation will provide funds for selected rehabilitation (capital maintenance) of the Town's large bridges. In recent years this has included footing repairs, railing repairs, deck and concrete repairs, etc.

Large Dump Truck - \$165,000

This appropriation includes the third installment towards the replacement of one of the Town's eight front-line dump/plow trucks. The first truck was purchased in FY 2013/14 for approximately \$175,000. The second truck will be purchased in FY 2014/15 provided the additional appropriation is made in FY 2014/15 budget.

Mowers & Attachments - \$15,000

This appropriation will provide funds to replace the 2002 Toro riding mower that mows the Town buildings and turf fields. These mowers are used constantly through the growing season.

Road Drainage - \$50,000

This appropriation will fund the purchase of drainage pipe, precast catch basins, inlet and underdrains needed in the regular course of responding to drainage maintenance and complaints along Town roads. This is the only source that pays for drainage materials for the DPW.

Road Resurfacing - \$330,000

These funds have been included to resurface some Town roads as part of the Town's continuing road surface maintenance program. These funds also are used to purchase all the bituminous materials used by the DPW in patching roads, paving over trenches and leveling roads prior to resurfacing.

Small Dump Trucks & Sanders - \$6,000

This appropriation will fund the purchase of a sander to be placed in the bed of one of the small dump trucks.

Storrs Center Equipment - \$65,000

This appropriation will fund the purchase of a snow removal machine and accessories to help maintain the areas the Town is responsible for in and around Storrs Center.

Transportation/Walkways - \$110,000

This appropriation will provide funds to assist in the design, inspection, maintenance, construction and right-of-way purchases for various transportation facilities that are not auto-related, such as bus stops, priority walkways and bikeways.

Trees - \$10,000

This appropriation will provide funds to plant new trees and replace trees that die or have to be removed along Town roads.

WINCOG Regional Equipment – Mansfield’s Share - \$10,000

Several pieces of specialty road equipment (pothole patcher, skid-steer loader, etc.) are being purchased through WINCOG to serve several participating Windham-area Towns. A state grant to fund part of this purchase has been received, and Mansfield’s share of the purchase is \$10,000.

Community Center – Misc/Other - \$26,000

This appropriation will fund the replacement of the carpet in the Community Center main corridors with tile (est. \$12,000) and the resurfacing of the Therapy Pool (est. \$14,000). The carpet has substantial wear due to high traffic over ten years. Replacement with tile will allow for easier maintenance and longevity. The Therapy Pool is heavily used and requires acid washing every other year. Over ten years the acid washing has eroded the surface material which now requires resurfacing.

Fitness Equipment - \$37,200

This appropriation will fund the replacement of exercise equipment that is currently being used beyond normal depreciation and life expectancy.

Park Improvements - \$20,000

This appropriation will fund an ongoing effort to replace and repair equipment and facilities throughout the Town’s park system. This includes playground equipment, picnic areas, ball fields, trail network, signage, fencing, etc. Facility repair and equipment replacement helps to limit the Town’s potential liability and provides for safe areas for use by the public.

Playground Surfacing - \$5,000

This appropriation will provide funds to replace the specialty wood shavings at the Town’s playscapes that are required for safety reasons. This material is renewed annually so that the surfaces under the equipment meet current safety standards.

Playscapes – New/Replacements - \$40,000

This appropriation will continue building the reserves necessary for the replacement of all Town playscapes. The Sunny Acres Park playscape was replaced in the fall of 2013 and the Schoolhouse Brook Park playscape is in need of constant repairs and is now over 20 years old. Continuing the plan would allow the replacement of Schoolhouse Brook Park playscape in FY 2014/15.

Fern Road Bus Garage - \$10,000

The site of the former bus garage at 76 Fern Road has been a neighborhood issue for many years due to the abandoned building and concerns regarding contamination. The current owner owes several thousand in taxes and has made no effort to secure or maintain the property. Uncertainty regarding the existence and extent of environmental contamination has served as a disincentive for either the Town or prospective purchasers to acquire the property. The proposed capital project would provide funding for an initial investigation to identify the extent of soil contamination onsite.

#### Four Corners Sewer/Water Improvement - \$4,000,000

This appropriation would provide the first year of bond funding to construct the wastewater collection system, trunk line and pump station necessary for the Four Corners Water and Sewer Improvements project. This amount is a conservative estimate while the engineer's design is pending. The Town is engaged in the Four Corners project to develop public water and sewer systems for the approximately 60-property Four Corners district to address a continuing need for clean drinking water and safe sewage disposal in the area due to past environmental contamination. The addition of such a system would also prepare the area for possible higher density development as identified in the Mansfield Plan of Conservation and Development. Recently, the Town entered into an agreement with the Connecticut Water Company to supply the area with water, and Connecticut Water will build the pipeline at its expense. The Town, however, will still need to construct and maintain the sewer lines. Any increase in operating costs for the sewer lines would be passed on to the users of the system through a charge for services. In addition, much of the debt service associated with constructing the wastewater system could also be recouped through assessments to the users of the system.

#### HUD Community Challenge Grant - \$206,720

This is the third year of funding for the grant from the Department of Housing and Urban Development, which will be used to complete the following projects by February 2015:

- Identification of barriers to sustainable design in existing land development regulations and town policies
- Development of comprehensive Housing, Economic Development and Agriculture Strategies to guide efforts in the areas of affordable housing, neighborhood revitalization, business growth and preservation of agriculture
- The 10-year update to the Town's Plan of Conservation and Development
- New Zoning and Subdivision Regulations based on recommendations of other projects

#### Mansfield Tomorrow - \$20,000

The Mansfield Tomorrow initiative involves significant community outreach and engagement efforts including community workshops and focus group meetings. Experience during the first phase of the project has taught us that more meetings were needed to fully discuss proposed strategies than were originally scoped. As we move into the zoning phase, we expect that this need for additional outreach and education will continue. The proposed additional funds would supplement the existing project to allow for additional outreach such as meetings, mass mailings, etc. if they are needed, as well as other services such as enhanced graphics that will enhance the final product.

#### NextGen Connecticut Community Impact Study -- \$30,000

UCONN's expansion proposed as part of the Next Generation Connecticut initiative is expected to have significant impacts on the town. By partnering with the University in an impact study, the Town would be able to ensure that the study reflects the true impacts of the expansion, a level of control that would not be possible if the study were funded and directed solely by the university. The proposed capital project would provide the Town with the ability to fund a portion of the study should efforts to obtain state assistance prove unsuccessful.

#### Storrs Center Reserve - \$228,600

This appropriation will cover the cost of one-time expenditures such as temporary engineering, fire prevention and building inspection personnel for the Storrs Center project.

Technology Infrastructure - \$200,000

This is the second year of a five-year plan to address critical technology infrastructure needs in the four school buildings. In the Fiscal Year 2014/15 budget, we have identified a number of specific items in our plan details. Projects include school security enhancements to building surveillance (video) cameras as well as network infrastructure updates including switches, electrical access, and communications. Additionally, we will implement overdue equipment replacement cycle needs at the four schools.

Town of Mansfield  
Impact of 2014/15 Capital Expenditures  
Future Operating Budgets

The majority of the Town's capital expenditures are for maintenance items or recurring replacements and are intended to extend the useful life of a building or facility, or to reduce operating costs by replacing equipment or rolling stock on a scheduled basis.

The one exception for the proposed Five-Year Capital Improvement Program (CIP) is the Four Corners Water/Sewer Improvements project. The Town is engaged in the Four Corners project to develop public water and sewer systems for the approximately 500-acre, 60-property Four Corners district to address a continuing need for clean drinking water and safe sewage disposal in the area due to past environmental contamination. The addition of such a system would also prepare the area for possible higher density development as identified in the Mansfield Plan of Conservation and Development. Recently, the Town entered into an agreement with the Connecticut Water Company to supply the area with water, and Connecticut Water will build the pipeline at its expense. The Town, however, will still need to construct and maintain the sewer lines. The \$8 million appropriation spread over two years in the CIP would provide the bond funding to construct the wastewater collection system, trunk line and pump station necessary for the Four Corners project. The proposed amount is a conservative estimate while the engineer's final design is pending. Any increase in operating costs for the sewer lines would be passed on to the users of the system through a charge for services. In addition, much of the debt service associated with constructing the wastewater system could be recouped through assessments to the users of the system.

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



Item #17

Matthew W. Hart, Town Manager

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

April 17, 2014

The Honorable Anthony Foxx  
United States Department of Transportation  
1200 New Jersey Ave SE  
Washington, DC 20590

Dear Secretary Foxx:

On behalf of the Town of Mansfield, I am expressing my support for the *Connecting Connecticut* USDOT TIGER application sponsored by the Connecticut Department of Transportation (ConnDOT) to fund rail infrastructure improvements along the New England Central Railroad (NECR), our regional corridor. This corridor provides our local rail service and connects our community with all four eastern Class I railroads and to direct on-dock rail to water access at the deep water port of New London, Connecticut. The main element of this request would upgrade the rail system that serves the Town of Mansfield and other local municipalities to accommodate the North American standard 286,000 lb. freight railcars. If approved, this project would create the first north-south heavy rail capacity corridor in Connecticut.

Our local businesses and the associated jobs located along the NECR depend on efficient and competitive freight rail service. Rail freight is essential to increasing employment opportunities, as well as to business recruitment and retention. As the national rail freight gross rail weight standard has increased from 263,000 lbs. to 286,000 lbs., we are finding it more challenging for our regional businesses to thrive and expand. A recent \$5.1M public-private partnership between the Connecticut Department of Transportation and the NECR will upgrade all of the bridges along this route. The proposed TIGER project would complement this initiative and allow the NECR to complete the necessary upgrades to the line. Without access to a modern rail corridor, we will continue to face mounting competition on an increasingly un-level playing field. Absent this project, Mansfield and other local communities will not be able to realize the full benefits of the national rail freight network.

We also see this project as a necessary precursor to reestablishing passenger rail along the line. As the host community of the University of Connecticut (UConn), we are excited about the ability to provide connections to the University of Massachusetts and other colleges and universities along the line.

The proposed project would leverage over \$90M in other public-private projects that have been successfully accomplished or scheduled along this regional corridor in Connecticut, Massachusetts,

New Hampshire and Vermont. To make this Rural TIGER application even more competitive, the NECR is providing a 20% private match for this application, even though none is required.

At the local level, we are very pleased that ConnDOT has decided to sponsor the TIGER application, as we see the potential benefits to our community and interstate region. We appreciate your review and hope that the application is well-received by your agency.

Sincerely,



Matthew W. Hart  
Town Manager

Cc: Governor Dannel Malloy  
Senator Richard Blumenthal  
Senator Christopher Murphy  
Representative Joe Courtney  
State Senator Donald Williams  
State Representative Gregory Haddad  
State Representative Linda Orange  
Commissioner James Redeker, ConnDOT  
President Susan Herbst, UCONN  
Charles Hunter, Genesee-Wyoming Railroad  
Town Council



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

Matthew W. Hart, Town Manager

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

April 21, 2014

Planning and Zoning Commission  
Department of Planning and Development  
4 South Eagleville Road  
Mansfield, Connecticut 06268  
- Interoffice Mail -

**Re: Storrs Center Alliance, LLC  
Application for Zoning Map Amendment  
Storrs Center Special Design District**

Dear Chairman Goodwin and Members of the Commission:

Thank you for this opportunity to speak at tonight's public hearing on Storrs Center Alliance's application for a zoning map amendment to the Storrs Center Special Design District. As you may know, the Town plays a critical role in overseeing parking for Storrs Center. We own the new Nash-Zimmer Transportation Center and attached parking garage, which is managed by Storrs Center Alliance and its operator Central Parking, as well as the new on-street parking. Among other duties, the Town approves and monitors the operator's annual budget, sets parking rates, maintains the on-street parking, appoints parking constables and convenes a quarterly parking management meeting.

I support the application to amend the zoning map and related parking factors, for the following key reasons. For one, the Town has extensively utilized the services of Walker Parking and its principal, Dr. Carolyn Krasnow, in preparing the current parking management plan for Storrs Center and providing related support to the Town. By virtue of past experience, I have great confidence in Dr. Krasnow's findings and recommendations.

Second, I would be concerned about creating a second parking structure to serve Phase II of the project that would not be fully-utilized and could prove a drain on revenue for the current parking garage. The operations of the current structure are funded by parking revenue, and net parking revenue is helping the developer and the Town to pay off the unanticipated additional costs associated with the construction of the garage. Central Parking has proven a prudent manager, and finished the first year of operation with a net gain that we anticipate will increase over time as the project is built out. Introducing a second structure, however, would likely

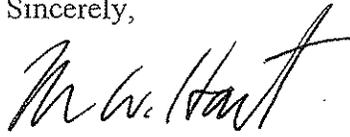
inhibit our ability to capture any net revenue and could put the existing garage in a deficit position.

And, third, the proposed surface parking area to serve Phase II of the project would offer landscaping and environmental features that the developer could not provide with a multi-story parking structure. If, at some point in the future, additional parking is needed at Storrs Center, it would be possible to construct a deck or a smaller parking structure at this location.

In summary, I believe that the recommended adjustments to the parking factors, along with the resulting opportunity to construct a surface parking area instead of a second parking garage to serve Phase II of the Storrs Center project, are in the best interests of the Town. I encourage your support of the map amendment.

I am happy to help answer any questions or concerns that you may have.

Sincerely,



Matthew W. Hart  
Town Manager

CC: Mansfield Downtown Partnership  
Town Council  
Howard Kaufman, Storrs Center Alliance  
Carolyn Krasnow, Walker Parking

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



Matthew W. Hart, Town Manager

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

April 9, 2014

Mr. David Sawicki  
 Executive Director  
 Office of the State Traffic Administration  
 2800 Berlin Turnpike  
 P.O. Box 317546  
 Newington, Connecticut 06131-7546

**Re: University of Connecticut Innovative Partnership Building**

Dear Mr. Sawicki:

The Mansfield Traffic Authority reviewed the proposed Innovative Partnership Building at a meeting on March 11, 2014. At this meeting, Paul Ferri from the University of Connecticut and James Ford from BETA provided additional detail on existing traffic patterns and the projected traffic impacts if the IPB building were to open prior to completion of North Hillside Road. The potential impacts on the following intersections were of particular concern to the committee:

- North Eagleville Road/Hunting Lodge Road
- North Eagleville Road/Route 195
- Route 195/Gurleyville Road

In examining the possible impact on these intersections, the following items were noted by the University's representatives:

- Peak trip hours for the IPB building will differ from the typical commuting patterns associated with the university as it will not be an academic building.
- While it is possible the building could be fully occupied immediately upon opening, it is more likely that the building will only be partially occupied at opening.
- As a research and development facility, the building will have a much lower actual occupancy than a more traditional office building due to the amount of space dedicated to laboratories.

- The University expects to have North Hillside Road completed prior to occupancy of the building; however, they needed to plan for every contingency should completion of the road be delayed for any reason.

Based on the information provided at this meeting, the Traffic Authority determined that should the IPB building be occupied prior to completion of North Hillside Road, there would not be a significant impact on the operation of the intersections noted above. However, the committee also noted the following:

- The preference would be for North Hillside Road to be open and signal optimization in the surrounding area completed prior to occupancy of the building. If the road is not complete, efforts should be made to optimize existing signals along Route 195 to improve traffic flow both before and after completion of North Hillside Road.
- Once the road and building are completed, the University should prepare an analysis of how the intersections are functioning to determine if the opening of North Hillside Road has had the projected improvement on intersection operations or if other mitigation measures identified in the North Hillside Road EIS need to be expedited.
- A comprehensive traffic study and transportation plan that takes both Tech Park and Next Generation Connecticut development into account should be completed prior to development of future buildings in the technology park. This study should include impact on local as well as state road networks, and should include multi-modal improvements.

Please contact Linda Painter, Director of Planning and Development at 860.429.3330 or John Carrington, Director of Public Works at 860.429.3332, if you have any questions regarding these comments.

Sincerely,



Matthew W. Hart  
Town Manager/Local Traffic Authority

C: Planning and Zoning Commission  
Town Council  
Traffic Authority



Government Finance Officers Association  
203 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601-1210  
312.977.9700 fax: 312.977.4806

Item #20

March 12, 2014

Mr. Matthew W. Hart  
Town Manager  
Town of Mansfield  
4 South Eagleville Road  
Mansfield, CT 06268

Dear Mr. Hart:

I am pleased to notify you that Town of Mansfield, Connecticut has received the Distinguished Budget Presentation Award for the current budget from the Government Finance Officers Association (GFOA). This award is the highest form of recognition in governmental budgeting and represents a significant achievement by your organization.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual or department designated as being primarily responsible for its having achieved the award. This has been presented to:

**Town Manager's Office, Department of Finance**

We hope you will arrange for a formal public presentation of the award, and that appropriate publicity will be given to this notable achievement. A press release is enclosed for your use.

We appreciate your participation in GFOA's Budget Awards Program. Through your example, we hope that other entities will be encouraged to achieve excellence in budgeting.

Sincerely,

Stephen J. Gauthier, Director  
Technical Services Center

Enclosure



**Government Finance Officers Association**  
203 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601-1210  
312.977.9700 fax: 312.977.4806

March 12, 2014

**PRESS RELEASE**

For Further Information Contact  
Stephen J. Gauthier (312) 977-9700

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Chicago--The Government Finance Officers Association of the United States and Canada (GFOA) is pleased to announce that **Town of Mansfield, Connecticut** has received the GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and the fourteen mandatory criteria within those categories, to receive the award.

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual or department designated as being primarily responsible for its having achieved the award. This has been presented to **Town Manager's Office, Department of Finance**.

For budgets including fiscal period 2013, over 1,340 entities are expected to receive the Award. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

The Government Finance Officers Association is a nonprofit professional association serving over 17,800 government finance professionals throughout North America. The GFOA's Distinguished Budget Presentation Awards Program is the only national awards program in governmental budgeting.

# 2013 Tourism Impact Report



## General Tourism Economic Impacts

TLGV commissioned Witan Intelligence to conduct a tourism impact survey for The Last Green Valley during the 2013 visitor season at 22 sites. TLGV also maintains annual attendance data for attractions and major events to provide additional analysis. (Note: parenthetical references show comparative data for all of CT).

- **Total economic impact** to The Last Green Valley is **\$278 million** for 2013, a **6% increase** over the previous year of \$262 million, based on **1.9 million visitors**, a **5% increase** over the previous year of 1.8 million visitors.
- The Last Green Valley's visitors are **66% day trippers** (CT has 35% day trippers). Interestingly, overnight stays by those visiting have increased from 25% to **34%**.
- The average spending per party per trip has increased from \$264 to **\$349 or 25%**.
- Visitors make **5.5 trips per year** to The Last Green Valley, a slight decrease from the previous 5.7 trips per year.
- The **economic value** of each visiting party to The Last Green Valley annually is **\$2,477**, an increase of **21%**.
- **Return on investment: \$1,829 for every \$1 TLGV invests in tourism promotion and products.**

Year	No. of Visitors	Economic Impacts
2010	1.3 million	\$158 million
2011	1.6 million	\$234 million
2012	1.8 million	\$262 million
2013	1.9 million	\$278 million

**Walktober Economic Impacts** - a seasonal event that offers free walks, rides, paddles and hikes over the month of October and special events in October and November.

- **Total economic impact** of Walktober is **\$7.6 million** for 2013, an increase of **15%** with **total attendance** of **51,932**, an increase of **14%**.
- **Return on investment: \$203 for every \$1 TLGV invests in the development and promotion of Walktober alone.**

Year	No. of Visitors	Economic Impacts
2012	45,000	\$6.6 million
2013	51,932	\$7.6 million

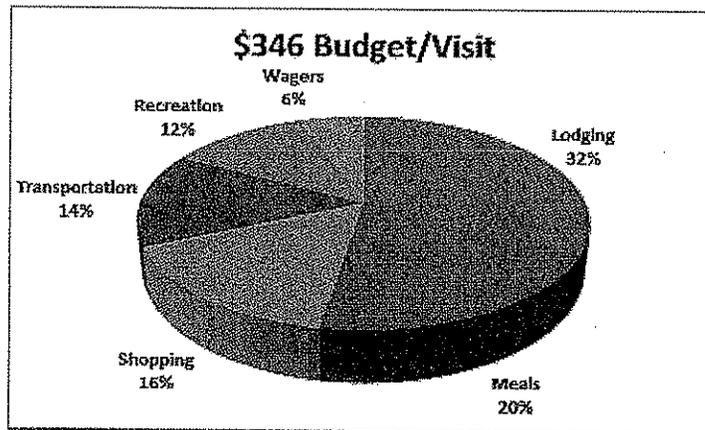
## Who is our visitor?

- 63% are CT residents, 37% out of state (compared to 69% Ct residents and 34% out of state, CT).
- Of the out of state visitors, 19% are from MA, 9% from RI (9% MA and 1% RI, for CT).
- 95% had been here before – a very loyal visitor!
- Median household income was \$75,000.  
Households with higher incomes spent more per trip but households with lower incomes visited more frequently.
- **18-34 year olds who spend \$426 per visit but visited 8.7 times a year create the greatest economic impact – a new trend!**

Visitor Impact by Age	18-34	35-54	55+
Trips per year	8.7	4.5	6.9
Spending per visit	x \$426	x \$724	X \$386
Total per year	<b>\$3,706</b>	<b>\$3,258</b>	<b>\$2,663</b>

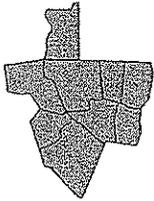
## How do our visitors rate the quality of their experience in The Last Green Valley?

- 78% of visitors reported a high degree of satisfaction with TLGV (75% CT).
- 91% are likely to return (76% CT)



## Which activities do our visitors engage in the most?

Sightseeing	37% (21% CT)
Fairs/Festivals	37% ( 6% CT)
Shopping	36% (69% CT)
Foliage/Flowers	30% ( 3% CT)
Outdoor Recreation	27% (14% CT)



# WINDHAM REGION COUNCIL OF GOVERNMENTS

Item #22

Chaplin Columbia Coventry Hampton Lebanon Mansfield Scotland Willington Windham

Marge Roach  
Chairman  
Windham Region Transit District  
115 Ash Street  
Willimantic CT 06226

April 17, 2014

Dear Marge,

The Windham Region Council of Governments (WINCOG) wants to extend it's appreciation for your meeting with the WINCOG board and to also express it's concerns regarding the Windham Region Transit District (WRTD) and how the two agencies can work together to solve these concerns.

The WINCOG board has identified the following concerns that need to be addressed by the WRTD board;

- 1) Bylaw updates, including but not limited to board composition and appointments;
- 2) Lack of basic information on the WRTD website, including but not limited to budgets, board member listing, job postings, agendas, minutes, audit/CAFR, annual report, personnel policies. Also, communication to member towns and non-member towns about WRTD business;
- 3) Financial management, including but not limited to the audit, treasurer function, budget monitoring and development, outstanding payments to vendors;
- 4) Personnel management, including but not limited to hiring, labor issues, policies and procedures; and
- 5) Routes/Ridership, including but not limited to route development, buses at or over capacity, lack of service, dial-a-ride implementation, ADA subsidies.

The WINCOG board also expressed it's concern about the pending changes to the WRTD bylaws and personnel policy, and **recommends that your WRTD Board not take any action on either of these** until the WINCOG board has a chance to review and comment on the suggested changes.

In summary, the WINCOG board wanted to be clear that Fridays meeting and subsequent concerns raised, should be viewed as a dialogue for improvement and enhancement of the WRTD entity. It is the intent of the WINCOG board to improve opportunities for the WRTD organization to thrive and grow, be more efficient and enhance it's transit leadership in the area.

Sincerely,

Mark N. Paquette  
Executive Director

Cc: WINCOG Board, Melinda Perkins, Executive Director, WRTD

**WINDHAM REGION COUNCIL OF GOVERNMENTS  
SPECIAL MEETING MINUTES  
April 17, 2014**

A Special Meeting of WINCOG was held April 17, 2014 at the Windham Regional Community Council at 872 Main Street, Willimantic, CT. Meeting called to order at 8:40 a.m.

Voting COG Members present: Neal Beets, Windham. Joyce Okonuk, Lebanon. Jonathan Luiz, Columbia. Bill Rose, Chaplin. John Elsesser, Coventry.

Non Voting Members present: Maria Capriola, Mansfield

Others present: Marge Roach, Chairman of the WRTD board and Mindy Perkins, Executive Director of WRTD

Staff Present: Mark Paquette

**OPPORTUNITY FOR PUBLIC COMMENT – None**

**NEW BUSINESS**

**A. Discussion with Windham Region Transit District (WRTD)**

The meeting began with a new facility update from Mindy. The project is a \$6 million dollar new garage and office facility on the bypass road in Mansfield. It is supposed to be a 340 day project, but it is behind due to some water/drainage issues on the site and instead of moving in this fall, it is projected to be completed by January of 2015. WRTD will need to extend their lease at their current location on Ash St.

Mindy also gave a brief overview of the WRTD operation: 32 drivers and 6 office personnel. 50% of their funding comes from the Feds, through CTDOT, 33% from the state and 17% from the local towns. The WRTD board is made up of representatives as appointed by the towns. Windham and Mansfield have greater representation on the BOD, as it is based on population. The following towns are WRTD members: Windham, Mansfield, Coventry, Columbia, Ashford and Hampton. Chaplin, Scotland, Willington and Lebanon are not members of WRTD, but are eligible to join if they choose. A vote of the WRTD BOD would be needed to accept a new town. It was mentioned that now would be good time for the other 4 Towns to join.

One of the first issues the WINCOG board wanted to discuss was how communication between WRTD and the current WINCOG towns would work, now that WINCOG will be going away July 1 and the towns are dispersed amongst 3 different COG's. Some of the suggestions were having town staff appointed to the WRTD board. Another suggestion was that the WRTD Executive Director and WRTD Board Chairman and town representative attend each of the Town's Board of Selectmen or Town Council Meetings at least twice a year to update the town and enhance communication between the two agencies. It was noted that towns should be more diligent in overseeing their representative. Additional suggestions included updating and modernizing the WRTD website and providing formal reports to the towns.

A second issue concerned the towns representations on the WRTD board. Several towns need to appoint new representatives. It is incumbent on the towns that their representatives are participating and more importantly, reporting back to the Town Boards or Councils. It was noted that per state statues, representatives must be electors of the towns they represent.

Mark brought up the issue of FTA planning funds (\$17,500 minus a 10% match) that currently are awarded to WINCOG and the possibility of asking for those funds to go to WRTD or another of the 3 new COG's. It

was suggested that Mark contact the state and see what can be done, and it was also suggested that if a COG needed to be the recipient, that SCCOG is recommended.

WRTD noted that it was in the process of revising its Bylaws and Personnel Policy. Several of the WINCOG board members expressed concern that the towns should be able to review the suggested changes and make comment before final adoption.

**It was MOVED by Mr. Luiz and SECONDED by Mr. Rose to recommend the following to the WRTD Board of Directors: 1) There should be no WRTD Bylaw changes until the WINCOG Board of Directors can review and comment on them, and 2) There should be no WRTD Personnel Policy changes until the WINCOG Board of Directors can review and comment on them.**  
**MOTION CARRIED unanimously.**

Mark will send a letter to Marge and copy Mindy.

The Town of Mansfield put forward a concise list of areas of concerns that need to be addressed by the WRTD Board of Directors that it hoped the WINCOG board would endorse and assist with. They are as follows;

- 1) By laws, including but not limited to board composition and appointments
- 2) Communications, including but not limited to lack of basic information (budgets, Board member listing, job posting, agendas, minutes, CAFR, etc.) on the website, lack of an annual report, lack of communication to member town policy bodies
- 3) Financial management, including but not limited to the audit, treasurer function, budget monitoring and development, outstanding payments to vendors
- 4) Personnel management, including but not limited to hiring, union issues, policies and procedures
- 5) Routes/Ridership, including but not limited to route development, buses at or over capacity, lack of service, dial-a-ride implementation, ADA subsidies

**It was MOVED by Mr. Beets and SECONDED by Mr. Elsesser that the above areas of concern, as provided by the Town of Mansfield, be officially forwarded to the WRTD Board of Directors.**  
**MOTION CARRIED unanimously.**

Mark will include in his letter to WRTD

In summary, the WINCOG board wanted to be clear that today's meeting and subsequent concerns raised, should be viewed as a dialogue for improvement and enhancement of the WRTD entity. It is the intent of the WINCOG board to improve opportunities for the WRTD organization to thrive and grow, be more efficient and enhance its transit leadership in the area.

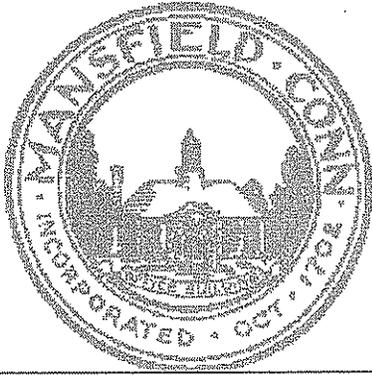
## **B. Other Business**

None

At 10:12 am, **MOVED to adjourn the meeting.**

Respectfully submitted by Mark Paquette for Ms. Mailhos, Secretary.

**PAGE  
BREAK**



# THE MANSFIELD MINUTE

APRIL 2014

[www.mansfieldct.org](http://www.mansfieldct.org)

## Informational Meeting

UConn/Mansfield  
Water Project Update

**March 31, 6PM  
at the Community Center**

- *Grand Opening of the Nash Zimmer Transportation Center, April 14, 10AM.*
- *Town Hall will be closed on Friday, April 18.*
- *Mansfield Schools will be closed April 14-18.*
- *Don't miss the Friends of the Library Book Sale on April 5 & 6.*
- *The Town Fiscal Year 12-13 annual report is available online at [www.MansfieldCT.gov](http://www.MansfieldCT.gov) Hard copies of the report are available at the Town Hall in the Town Clerk's Office, Community Center, Senior Center and Library.*
- *The Town Manager's Proposed Budget for 2014-2015 is available online and paper copies are available at the Library and the Senior Center.*
- *Mansfield home owners recycle 37% of their waste. Look for the new collection trucks—they pick up both trash and recyclables at the same time.*

## Nash-Zimmer Transportation Center Opening Soon

*Yes, you can get there from here...*

Work is nearing completion on the new Nash-Zimmer Transportation Center located in the Storrs Center development. Buses have already started servicing the Center. Our *Grand Opening will be held April 14 at 10 AM*, when weather is warmer and the Center is fully operational. The Nash-Zimmer Transportation Center was envisioned as a central transportation node for the surrounding community. Its connection to UConn Transportation, Windham Region Transit District (WRTD), and Peter Pan buses allow both local and regional residents to easily cross between different modes of transportation. This gives residents of Mansfield, the University of Connecticut, and regional towns direct access to bus service into Hartford, Providence, New York, and Peter Pan connections in those cities.

When the Center is fully open, bike lockers and shower facilities will also be available at a small quarterly fee for bicycle commuters. The Nash-Zimmer Transportation Center also has public bike racks and a bike repair stand, complete with necessary tools, available for all *Continued on page 2...*

## Coming Soon! Mansfield Emergency Notification System

The Town will be implementing an emergency notification system for residents later this spring.

The CodeRED emergency notification system will serve as the backbone of the Town's emergency planning and communications outreach to both citizens and Town personnel by sending telephone calls, text messages, emails and social media in an effort to effectively inform residents to protect life and property. We anticipate using the system to notify residents of important information during an active emergency as well as disaster recovery information. The Town also plans to give residents the option to opt-in to receive non-emergency information pertaining to local government operations.

The Town will have an initial database of residential and business telephone numbers, however you will be able to enroll additional contact information including cell phone numbers, text and email addresses and customize your notification preferences after the system has launched.

Residents are encouraged to visit [www.MansfieldCT.gov](http://www.MansfieldCT.gov) in late April and click on the CodeRED logo to learn more.

Nash-Zimmer, cont. from pg. 1...

to use.

The Center is also equipped with public Wi-Fi and restrooms.

While waiting, riders will have access to a unique GPS and "next bus system" alerting them as to where their bus is and when it is expected to arrive. The Town has been working closely with UConn, Peter Pan and WRTD to ensure that all buses will be incorporated into this exciting new system.

The Nash-Zimmer Transportation Center is a unique style of transportation hub. Only a few like it exist in the world, with the closest being in Boston. The Center will help bring commuters, tourists and residents together in the creation of an efficient backbone for the region's transit systems. The Town is excited to finally let the public take advantage of the convenience this Center provides.

Currently, passengers have access to UConn's Purple and Silver Lines and WRTD's Storrs-Willimantic bus. Peter Pan bus service is expected to begin when the Center opens to the public. Riders can take advantage of these stops in front of the Nash-Zimmer Transportation Center now, even though the building itself is not

yet open, providing convenient access to the shops and restaurants of the Storrs Center.

Along with serving as a main hub for transportation uses, the Nash-Zimmer Transportation Center will also serve as a center for research on alternative modes of transportation. The Town has partnered with the UConn's Civil Engineering Center for Transportation and Livable Systems to provide operational services to the center while studying the multi-modal options of travelers. Travel patterns of users of the Nash-Zimmer Transportation Center will be surveyed and studied by a research fellow. The research fellow will gain feedback from Center users and use that information to improve the transportation services that will be offered at the Center.

The Transportation Center is named after Dennison Nash and Gary Zimmer, long time Mansfield residents who advocated for alternative modes of transportation in the community. Nash's Windham Transit Alliance founded the fare free bus system that still provides free bus service in the North and South corridor between Mansfield and Windham.

When the Nash-Zimmer Transportation Center opens to the public, the operating schedule will be 7 AM to 7 PM on weekdays, 9 AM to 6 PM on Saturdays, and 10 AM to 5 PM on Sundays.

Hours may be adjusted depending on needs and budget demands. The operating costs of the Center will be paid for by revenues from Storrs Center. The design and construction of the Transportation Center was funded through a grant from the Federal Transit Administration's Livability Program.

A Grand Opening for the Center is will take place on April 14 at 10AM. Readers can check the Center's Twitter page for updates @NashZimmer. For information or if you are interested in learning more about the Center, check out [www.MansfieldCT.gov/TransportationCenter](http://www.MansfieldCT.gov/TransportationCenter).

For further information, please contact Ryan Visci, Mansfield's Coordinator of Transportation, at [VisciRM@MansfieldCT.org](mailto:VisciRM@MansfieldCT.org).

### Freecycle

The Freecycle Network is a non-profit organization that organizes a worldwide network of "gifting" groups, aimed at diverting reusable goods from trash incinerators and landfills. If you have items that you no longer need or leftovers from a project, then Freecycle might be the way to find a home for them. If you are looking for an item, you might find it through Freecycle. There is a Storrs Freecycle group that can be joined at [https://groups.yahoo.com/neo/groups/freecycle\\_Storrs](https://groups.yahoo.com/neo/groups/freecycle_Storrs). The one criteria is that all exchanges are free of charge.

You can also browse the swap-shop at the transfer station.



### Town Hall Hours:

Monday	8:15-4:30
Tuesday	8:15-4:30
Wednesday	8:15-4:30
Thursday	8:15-6:30
Friday	8-12



**The Betsy Hamill  
Memorial Campership  
Fund**

While we are fortunate to live in a community with a wide variety of recreational offerings, many people have to make choices between paying for basic needs with limited funds and providing a summer experience for their children. Through generous community donations, the *Betsy Hamill Memorial Campership Fund* enables children in our town to participate fully in community life, regardless of their economic status, by offering scholarships to various camp opportunities.

The program is administered by staff of the Mansfield Youth Service Bureau. The Town absorbs all of the administrative expenses for this fund, so 100% of your contribution goes toward helping a Mansfield child have a great summer. This would not be possible without the donations of individuals, organizations, local businesses and the faith community. We appreciate their commitment to making Mansfield an exceptional place to live for all of our residents.

If you would like to be part of making a real difference in the life of a child, please consider donating to this wonderful program. All contributions are fully tax deductible and checks should be made payable to "Town of Mansfield/Betsy Hamill Campership Fund" and mailed to:

The Betsy Hamill Memorial Campership Fund  
c/o The Mansfield Human Services Department  
4 South Eagleville Road  
Mansfield, CT 06268-2599

**Senior Van Trips**

Call 860-429-0262 to register.

Friday, April 4: *Wright's Chicken Farm*.  
Enjoy a nice lunch at your expense. Van leaves at 10AM, returns at 3PM. Sign up by 4/2/2014.

Wednesday, April 23: *New England Air Museum*.  
Spectacular collection of historic aircrafts. Admission to museum is \$11.00. We will stop for lunch at your expense. Van leaves at 9:30AM, returns at 4PM. Sign up by 4/21/2014.

Tuesday, April 29: *Old Sturbridge Village*. Lunch and Show, *Songs from the Heart*. Cost is \$45.50, includes the show and lunch (Pot Roast or Grilled Salmon). Van leaves at 10AM, returns at 4PM. Sign up by 4/17/2014.



**An April Walk with Joshua's Trust**

*Everyone is welcome.*



Wednesday, April 9, 2 PM.

Search for signs of Spring in the lovely Chapin Brook ecosystem, note the changes and regeneration of the woodland, and explore the evidence of early history, stone walls, posts, and dams. This loop walk will involve a short stretch of Brown's Road, enabling us to go down the Babcock Trail, cross over on the Bird Loop Trail in Schoolhouse Brook Park, and return up the Holt/Kinney Trail. There will be some wet spots and one short, steep hill. Park on Rt. 195 in the commuter parking area across from Rt. 89. We will carpool from there. For updated information contact [gifishn@sbcglobal.net](mailto:gifishn@sbcglobal.net) or call 860-450-0845. If the weather is bad, call 860-429-9023 for a cancellation announcement.

Joshua's Trust works with 14 towns in Northeastern CT on issues of conservation and open space preservation, currently protecting over 4000 plus acres. Information about Trust membership, volunteer opportunities, programs and preserves can be found at [www.joshuaslandtrust.org](http://www.joshuaslandtrust.org).

**Town Budget Meetings**

Unless otherwise noted, all meetings will take place in Council Chambers, Beck Building.

**Wednesday, Apr. 2, 6:30 PM**

Special Council Meeting

**Thursday, Apr. 3, 7 PM**

Public Info Session on Manager's Proposed Budget

**Tuesday, Apr. 8, 6:30 PM**

Council Budget Workshop

**Tuesday, Apr. 15, 6 PM**

Council Budget Workshop

**Tuesday, Apr. 15, 8:00 PM**

Public Hearing on Budget

**Tuesday, Apr. 22, 6:30 PM**

Council Budget Workshop

**Thursday, Apr. 24, 6:30 PM**

Council Budget Workshop

**Monday, Apr. 28, 6 PM**

Adoption of Budget & Recommended Appropriations

**Wednesday, Apr. 30, 6:30 PM**

Adoption of Budget & Recommended Appropriations  
(if necessary)



# April Events and Activities in Mansfield



## **Parks and Recreation**

### **April Vacation Camp** (grades K-8)

What do you do with the kids during vacation? Send them to camp! This popular program is held at the middle school from 7:30 AM-5:30 PM.

Activities include trips, games in the gym, drawing, Legos, and board games. If time permits, there may be an arts and crafts project. A detailed flyer will be available at the community center and distributed to the schools the 1st week of April.

### **Parents' Night Out**

Friday, Apr. 11, 4-9 PM

Drop off your children for an early evening of supervised fun for the kids and time out for parents including games, crafts, age-appropriate movies, pizza and more. Early registration is encouraged. \$20 per child (max \$40 per family).

### **Free Day at the Community Center**

Saturday, Apr. 12, 9-1 PM

Whether you're new to the community center or have been here often, if you're a Mansfield Resident you can visit for FREE.

### **Family Fun Night**

Friday, Apr. 25, 6:30-9:30 PM

Enjoy giant inflatables, ping pong, tot toys, puzzles, drop-in games, open gym, the fitness area is open for kids ages 12 & 13 with their parents, poolside basketball and more!

No pre-registration required.

Town of Mansfield, Connecticut

Audrey P. Beck Municipal Building

4 South Eagleville Road, Mansfield, CT 06268

[mansfieldct.gov](http://mansfieldct.gov)

860.429.3336

## **Mansfield Public Library**

### **Identity Theft: Protecting Your Financial Information**

Wednesday, Apr. 9, 1:30 PM

We live in a fast-paced, technological world. What can you do to prevent your financial information from being stolen? Learn how to avoid identity theft and minimize your risk of becoming a victim.

### **Kid POP**

Friday, Apr. 11, 6 – 7:30 PM

Explore the Power of Play with Jeff Smithson in this fun-filled program for the whole family. Jeff will take children and adults on an active, inquisitive journey of physicality and fun that will show them how to use the language of play to broaden their own spectrum of communication. No sign up is necessary.

### **School Vacation Fun**

April 14-17, 1:30— 3 PM



Kids! Join us for springtime fun, including a special

**Guinea Pig Day** on April 16th!

### **Poetry Reading**

Thursday, Apr. 24, 7 – 8PM

April is Poetry Month and we have planned a special evening to celebrate. Join us as members of Still River Writers share their work

### **Healthy Living Series**

Saturday, April 26, 2 PM

Breaking the Chains of Stress, Anxiety, and Panic presented by Mary A. Hurley, Certified Holistic Health Coach & Personal Trainer. Free. No registration required.

## **Mansfield Senior Center**

### **Positive Aging Series**

Fridays Apr. 4, 11, 25 at 10AM.

One hour sessions will review information from the Positive Aging conference in Sarasota, Florida. Topics include:

*Visionaries Have Wrinkles* (4/11)-

Grow older boldly & wisely, reshaping the future of aging.

*Senior Leadership Program* (4/25)

- Become a catalyst for positive changes in your community.

### **Intergenerational Dinner**



at EO Smith High

School on Tuesday, Apr. 8, 5 PM

Join the students for a *Night in Greece*. Menu by first year

UCONN dietetic students.

Register by April 1. \$8.00.

### **AARP Safe Driving Course**

Wednesday, Apr. 23, 9AM-1PM

This 4 hour program may allow you to get a discount on your car insurance. For more information & to register call 860-429-0262.

### **Indoor Walking Program**

Wednesdays at 9AM

Lace up your shoes and walk Indoors! Watching/ listening to a DVD will inspire you to walk up to 2 miles in 30 minutes. Free. No need to register, just walk in!



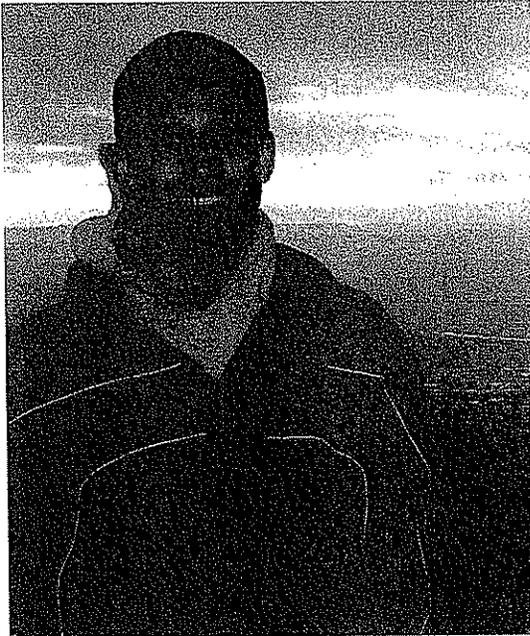
*April hath put a spirit of youth in everything. — William Shakespeare*



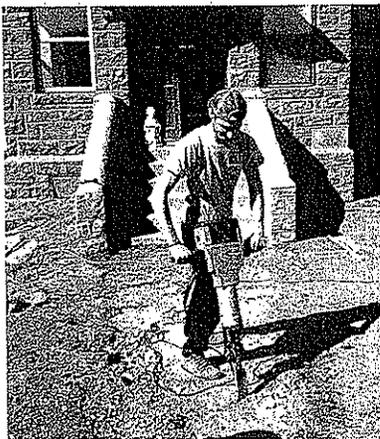
# MISSION IN ZUNI, NM

## SPRING BREAK AT ST. ANTHONY'S INDIAN SCHOOL

ANDREW LAFLAMME



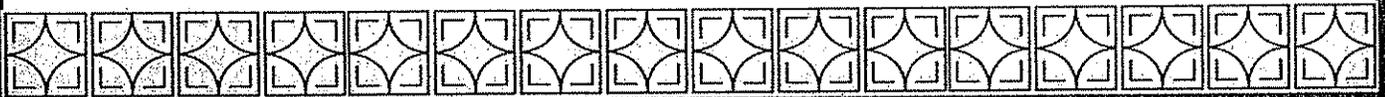
*Above: A picture from Sandia Peak, Albuquerque. A last sight before we had to be at the airport to come home.*



This spring break, for 7 days I was fortunate enough to go on an alternate break trip with The Fellowship of Catholic University Students (FOCUS) to Zuni, NM. Our group of 12 students and 4 FOCUS missionaries from across the country spent our week on the reservation with the Zuni people working at St. Anthony's Indian School and Parish.

### OUR WEEK'S WORK

Each morning we woke up to have breakfast with the students, Pre-K through 8<sup>th</sup> grade, in the cafeteria. Then some of us would help teachers in the classrooms for the morning and others would do other odd jobs that were needed. I spent Monday and Wednesday mornings with the 1<sup>st</sup> and 2<sup>nd</sup> graders teaching them music that they would sing during mass on Wednesday. This brought a lot of joy to the kids, our group, and myself. Another task we were asked to take care of was to go through the basement of the gymnasium where there was old furniture and boxes of random items collected over years. Some of this was sorted and removed while a lot of furniture we cleaned and restored for use in the nearby convent that is being fixed up. Lastly, I spent several afternoons working with the grounds crew to remove fence posts and remove a walkway that is to be replaced (Lower Left). Of all our efforts and work throughout the week, I think our greatest contribution was the laughter and joy we brought to the students in our time with them because many go home to struggling home lives.



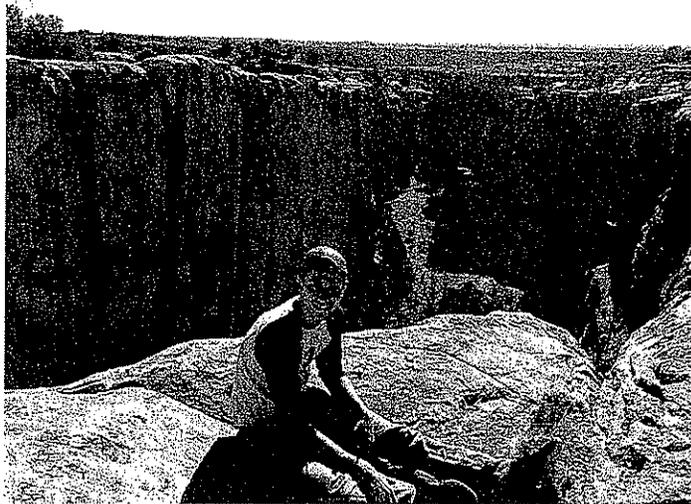


## THE JOURNEY

SOME HIGHLIGHTS

### EL MORRO

On Sunday before we started our work, our group got to get to know each other on a long hike at El Morro National Monument. This is a huge promontory that sticks out of the flat horizon. Indian people once lived on top of the rock, and later settlers etched and carved names and dates into the sandstone. Some dated back to the 1600's! So we saw some history and an amazing view the landscape from the top of the rocks.



### SANDIA PEAK

After our week with the Zuni people was over and half of our group had flown home, 6 guys from our group decided to visit a tourist spot and take a tram 3 miles to the top of Sandia Peak. There was a view for miles of Albuquerque, the desert, and the very beginning of the Rocky Mountains.

## ST. ANTHONY'S

INDIAN SCHOOL AND PARISH

Since 1923, St. Anthony's school has been giving good education to children in the Zuni community where unemployment rates are at 60%. The community has few jobs and a lot of poverty, but St. Anthony's is the light of the area where over a hundred kids, K-8<sup>th</sup> grade go to learn and get two quality meals every day. However, the school does need a lot of support to keep doing the great works for these kids, families, and the Zuni community. If you want to learn more about the school and mission visit their website. <http://www.stanthonyzuniindianmission.org/>

### LITTLE SISTERS OF THE POOR

Tuesday night, we got to visit the Little Sisters of the Poor in Gallup. These sisters run a home for the poor elderly who cannot afford to live in a home or go to a hospital. It was incredible to see their devotion and to visit the residents of the home. The people couldn't say enough about the generosity and care they receive from this group of women.

### TAKE AWAYS

On this trip, I got to experience Christ in the Zuni people, the kids, and even more in those who I worked with every day. We were able to bring joy to people who are struggling. This inspired me to have greater desire to do service every day even in small ways during the semester. I also learned that people can give up their whole lives to others but gain so much, like the Little Sisters in Gallup. I will always remember my week in Zuni, the people I met, and all I learned.

