



**TOWN OF MANSFIELD
TOWN COUNCIL MEETING
November 23, 2015
COUNCIL CHAMBERS
AUDREY P. BECK MUNICIPAL BUILDING
7:30 p.m.
AGENDA**

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ADJOURNMENT

REGULAR MEETING – MANSFIELD TOWN COUNCIL
November 9, 2015

Town Clerk Mary Stanton called the regular meeting of the Mansfield Town Council to order at 7:30 p.m. in the Council Chamber of the Audrey P. Beck Building.

I. ROLL CALL

Present: Kegler, Kochenburger, Marcellino, Moran, Raymond, Ryan, Sargent, Shaiken, Shapiro

II. ORGANIZATIONAL BUSINESS

1. Election of Mayor

The Town Clerk called for nominations for the position of Mayor. Mr. Ryan moved and Ms. Raymond seconded the nomination of Paul M. Shapiro to serve as Mayor. Hearing no other nominations the Town Clerk called for a vote. The motion passed unanimously.

Election of Deputy Mayor

Mayor Shapiro asked for nominations for Deputy Mayor. Ms. Moran nominated Bill Ryan. Seconded by Ms. Raymond the motion passed unanimously.

Mayor Shapiro thanked members for their support and enumerated additional Freedom of Information training and tackling the school building project as two of his priorities. Mr. Shapiro stated that he is looking forward to working collaboratively with all eight other members of the Council.

2. Town Council Rules of Procedures

Ms. Moran moved and Mr. Ryan seconded to approve the following resolutions: BE IT RESOLVED, that under the authority of Section C302 of the Town Charter, the Town Council of the Town of Mansfield does hereby adopt as its rules of procedure the Town of Mansfield Town Council Rules of Procedure, dated November 12, 2013. These rules are in effect for the term of office of the Town Council, or until revised, and shall be adopted by the Town Council at the organizational meeting. Procedural matters not covered by the Town Charter or these Rules of Procedure will be determined by the Mayor, or by the Deputy Mayor in the absence of the Mayor, in accordance with Robert's Rules of Order, Newly Revised.

The motion passed unanimously.

Ms. Moran moved and Mr. Marcellino seconded to refer the Town Council Rules of Procedures to the Personnel Committee.

Members discussed the advisability of referring the existing rules to the Personnel Committee for review.

The motion passed with all in favor except Mr. Kegler, Ms. Raymond and Mr. Sargent.

3. Meetings of the Town Council

Ms. Moran moved and Mr. Ryan seconded to approve the following resolutions: RESOLVED: Pursuant to Section C302 of the Town Charter, the Town Council shall meet regularly on the second and fourth Mondays of every month at 7:30 p.m. in the Council Chamber of the Audrey P. Beck Building. The schedule of meetings for 2016, as provided by the Town Clerk, is hereby approved.

RESOLVED: Pursuant to Section C302 of the Town Charter the Town Council shall provide methods for the calling of special meetings. Special meetings of the Town Council may be called by the Mayor, or on the written request of at least three members of the Council, filed with the offices of the Town Manager and Town Clerk not less than 36 hours (excluding Saturday, Sunday, legal holidays and any day on which the Office of the Town Clerk is officially closed) in advance of such meeting, which request must specify the date and time and business to be transacted, and copies of this notice shall be served by mail or personally upon each Council member and the Town Manager or left at their usual place of abode at least 24 hours prior thereto.

RESOLVED: Emergency Special Meetings may be called by the Mayor or the Town Manager in case of an emergency with at least two hours notice given to Council members, without complying with the posting of notice requirement, but a copy of the minutes of every such Emergency Special Meeting shall be filed with the Town Clerk not later than 72 hours following the holding of such meeting in accordance with the Freedom of Information Act, C.G.S. section 1-225 (d). Mr. Ryan moved and Mr. Sargent seconded to amend the meeting dates and to add Thursday, October 13, 2015 to the list of regular meetings. The amendment passed unanimously. The original motions, as amended, passed unanimously.

4. Appointment to Standing Council Committees

Mayor Shapiro made the following Mayoral appointments to the Standing Council Committees:

Personnel Committee: Toni Moran (Chair), Steve Kegler, Ben Shaiken

Committee on Committees: Peter Kochenburger (Chair), Ben Shaiken, Mark Sargent

Finance Committee: Bill Ryan (Chair), Alex Marcellino, Virginia Raymond.

Mayor Shapiro offered the following committee assignment recommendations for Council consideration:

- Eastern Highland Health District: reappointment of Matthew Hart for a term ending 10/4/2018
- Four Corners Water and Sewer Advisory Committee: reappointments of Virginia Raymond and Bill Ryan
- Sustainability Committee: reappointment of Paul Shapiro
- Capitol Region Council of Government: appointments of Paul Shapiro and Matthew Hart
- Transportation Advisory Committee: reappointment of Alex Marcellino and Bill Ryan
- University-Town Relations: appointments of Paul Shapiro(as Mayor) and Mark Sargent
- Ad Hoc Committee on Ordinance Development and Review
Subcommittee: reappointments of Paul Shapiro (Chair), Steve Kegler, Peter Kochenburger, Toni Moran, Virginia Raymond
- Ad Hoc Committee on Police Services : reappointment of Toni Moran, the appointment of Bill Ryan and Steve Kegler

Moved by Mr. Ryan and seconded by Ms. Moran the suggested appointments were approved unanimously.
Open positions still remain on the Parking Steering Committee and the Discovery Depot Board.

III. APPROVAL OF MINUTES

Ms. Moran moved and Mr. Kochenburger seconded to approve the minutes of the October 26, 2015 minutes as corrected.
The motion passed with all in favor except Mr. Ryan, Mr. Shaiken and Mr. Sargent who abstained.

IV. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Cynthia Jones, Echo Road, read a letter from Rebecca Shafer and Bill Roe regarding rental housing in Town. (Statement attached)
David Freudmann, Eastwood Road, questioned why students in rental housing are subject to increased scrutiny and noted that those living in his neighborhood are good neighbors. Mr. Freudmann suggested that concerns be addressed to UConn who continues to increase enrollment but not dorm space.
Christopher Paulhus, Middle Turnpike, announced the scheduled events for the Veterans Day Commemoration to be held on Friday, November 13th and thanked the Senior Center and the Community Center for their support.
Fiona Leek, Echo Road, stated that Ms. Schafer's facebook group has 117 members and it is these members who are identifying problem rental housing. Ms. Leek commented that the problem is not a student issue but an UConn, Town and landlord issue.
Ric Hossack, Middle Turnpike, offered his congratulations to the Council members and asked if they are willing to represent the taxpayers in Town. Mr. Hossack also noted that 1925 Storrs Road has been identified as a problem rental house but the issues have yet to be addressed.
Jane Fried, Olsen Drive, commented that since the students live in Town because of the University, UConn should pick up the cost of the problems that arise because of out-of-control student behavior.

V. REPORT OF THE TOWN MANAGER

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

- The zoning staff has been actively working and is making good progress on the situation at 1925 Storrs Road
- The Town has sent a letter to the contractor urging them to settle with Pollansky Construction LLC and has copied Ms. Pollansky on those efforts.

Following discussion of the appointment of a town attorney, Ms. Moran moved and Mr. Ryan seconded a motion to add the question of reappointment of the town attorney to the agenda as item 12.
The motion passed unanimously.

VI. REPORTS AND COMMENTS OF COUNCIL MEMBERS

Mr. Ryan, Chair of the Finance Committee, announced that their next meeting will take place on November 17th at 6:00 p.m.

Mr. Ryan also noted the passing of a great and valuable longtime resident Bill O'Keefe. Mr. O'Keefe taught at EOSmith, served as the athletic director and coached track for many years.

Ms. Moran commented on the successful opening of the Community Playground, noting its completion is a spectacular achievement for the Town.

Ms. Moran also reported that she, Councilor Raymond, and former Councilor Wassmundt attended the award ceremony for volunteer firefighters. Ms. Moran expressed her pleasure at attending the event noting that our volunteer firefighters are some of the true heroes in our Town.

Mr. Shaiken thanked the people Mansfield for their support of him and the other Council members and stated that he looks forward to a continuing conversation with residents.

VII. OLD BUSINESS

5. Storrs Center Update

The Town Manager provided an update on the business openings in Storrs Center which will take place over the next couple of months.

Ms. Raymond suggested the standing agenda items be revisited to see if they are still appropriate.

6. Community water and Wastewater Issues

The Four Corners Water and Sewer Advisory Committee will be meeting on November 10, 2015 to discuss DEEP's comments on the Environmental Impact Evaluation and other topics.

VIII. NEW BUSINESS

7. Proclamation in Honor of Mansfield's Veterans

Mr. Kochenburger moved and Mr. Shaiken seconded, effective November 9, 2015, to authorize the Mayor to issue the attached Proclamation in Honor of Mansfield's Veterans.

Motion passed unanimously.

8. Rental Housing Regulations and Enforcement

Director of Planning Linda Painter, Director of Building and Housing Mike Ninteau, and UConn Director of Off Campus Services John Armstrong presented a power point on the current regulations related to rental housing and enforcement of those regulations. Town Manager Matt Hart stated that to date the Town has focused on regulating use as opposed to restricting use.

The presenters responded to Councilors questions including questions about enforcement, number of off-campus students living in rental units, UConn's plans to provide additional housing stock, what can be legally done to control conversions, the impact of regulations on affordable housing opportunities, and effectiveness of current regulations.

Ms. Moran moved and Mr. Sargent seconded to create an Ad Hoc Committee on Rental Housing Regulations and Enforcement, for the following purposes:

1. To review rental housing regulations and their enforcement
2. To review proposals for additional regulations for the purpose of preserving single family residential neighborhoods and ensuring the quality of housing available for rental
3. To work with the Planning and Zoning Commission to integrate zoning and housing regulations

4. Membership shall consist of three (3) members of the Council and no more than three (3) members of the Planning and Zoning Commission.
Motion passed unanimously.

9. Proposed Amendments to Ordinance Regarding Alcoholic Beverages
Ms. Moran moved and Mr. Ryan seconded, to schedule a public hearing for 7:30 PM at the Town Council's regular meeting on November 23, 2015 to solicit public comment on the proposed Amendments to the Alcoholic Beverages Ordinance.
Motion passed unanimously.

10. Proposed Ordinance Regarding Dog Waste Control
M. Kochenburger moved and Ms. Raymond seconded, to schedule a public hearing for 7:30 PM at the Town Council's regular meeting on November 23, 2015 to solicit public comment on the Proposed Ordinance Regarding Dog Waste Control.
Motion passed unanimously.

11. Town Manager's Employment Agreement
Town Manager Matt Hart excused himself from the table.
Ms. Moran, Chair of the Personnel Committee, moved to approve the following resolution:
Resolved, to authorize the Mayor to execute the proposed Town Manager Employment Agreement between the Town of Mansfield, Connecticut and Matthew W. Hart, for a three-year term commencing on December 1, 2015 and expiring on November 30, 2018.
Motion passed unanimously.

12. Town Attorney Contract
Ms. Moran moved and Mr. Ryan seconded to refer the renewal of the town attorney contract to the Personnel Committee for its deliberation.
Motion passed unanimously.

IX. REPORTS OF COUNCIL COMMITTEES

No comment offered.

X. DEPARTMENTAL AND ADVISORY COMMITTEE REPORTS

No comments offered.

XI. PETITIONS, REQUESTS AND COMMUNICATONS

12. R. Shafer re: What Other College Communities Have Done

13. R. Shafer re: What Other College Communities Have Done; Examples of Regulatory Actions to Preserve the Single-Family, Residential Character of a Campus Neighborhood

14. B. Karnes re: Transfer Station

15. R. Shafer re: Non-owner occupied rentals

16. Jiff Martin Selected as White House Champion of Change

17. K. Filchak re: Brew Pubs – Benefits and Challenges – Mr. Hart noted that this may be a future Council agenda item.

18. Mansfield Minute November 2015

19. Press Release: Blaze Fast-Fire'd Pizza to Open Near University of Connecticut Campus

November 9, 2015

20. On Top of the World: Mansfield's Storrs Center gains global recognition
(Connecticut Town & City)

XII. FUTURE AGENDA

Earlier in the meeting Ms. Raymond requested the Council look at the rationale of continuing to have Storrs Center Update and Community Water and Wastewater as standing items on the agenda and to consider the possible inclusion of other items and areas of Town.

XIII. ADJOURNMENT

Mr. Ryan moved and Mr. Marcellino seconded to adjourn the meeting at 10:30 p.m.

The motion passed unanimously.

Paul M. Shapiro, Mayor

Mary Stanton, Town Clerk

PROCLAMATION IN HONOR OF MANSFIELD'S VETERANS

"Celebrating the Living and Remembering the Fallen"

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

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

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

Whereas, with respect for and in recognition of the contributions our service men and women have made to the cause of peace and freedom around the world, we publically honor the Town of Mansfield's veterans as we "Celebrate the Living and Remember the Fallen;"

NOW THEREFORE, BE IT RESOLVED, by the Mayor and the Mansfield Town Council that I, Mayor of the Town of Mansfield, do hereby proclaim today to be a celebration of Mansfield's veterans, and I encourage all residents to recognize the valor and sacrifice of our veterans and to thank them for their many contributions to our country, our community and our way of life.

Dated this 9th day of November, 2015.

Mayor

Sent: 11/8/2015 3:05:18 P.M. Eastern Standard Time

Subj: Letter to Town Council

Dear Council Members,

I am traveling out of town on business and am unable to attend the meeting, however, I would like my comments read into the record: Now that I have looked into this situation, and started a Facebook Group about the topic (Mansfield Neighborhood Preservation), I see that the problem is MUCH LARGER than I initially realized. I have spent the last few weeks speaking with community members. I have gone to their homes and heard their stories. I have been spending most evenings responding to their texts and emails. People in Mansfield's neighborhoods, families with young children and senior citizens, just normal people, do not feel they have had a voice in this issue. They do not WANT to report their neighbors, but have put up with their neighborhoods being overtaken by over-occupied rentals filled with 6+ unrelated people, for many years. Our neighborhoods are being bought in a "land grab" by out-of-town investors. For example, the owner of 78 Lynwood (this week's "House of Shame") also owns 2 other properties in town, which the owners purchased and immediately converted to rentals. They live in a beautiful new 3,000 square foot home on Columbia Lake. In addition to *increasing* rental density this *reduces* the number of affordable homes in town. There was a 30% rise in the number of homes converted to rentals in the last year. This increase is alarming. Most of the homes are purchased by investors who own multiple rentals in Mansfield. I am NOT addressing responsible landlords (like the ^{Dohbore} Debeours), whose housing is clean and well run, and *who live in town*, but instead those who see our neighborhoods only as an economic

opportunity for themselves, yet ruin our neighborhoods in the process. Is that what we want -- the UN-Neighborhooding of Mansfield?

It's time to take back our neighborhoods by enforcing laws on the books. My neighbors and friends and I are not the only ones that see the many cars at these houses. Town Officials drive by them daily. There IS a problem, so let's work together to fix it. Some of the properties that have been brought to our attention:

- 20 Hillside,
- 78 Birchwood Heights
- 871 Storrs Rd,
- 1008 Storrs Rd,
- 1630 Storrs Rd
- 112 Depot,
- 78 Lynwood,
- 25 Lynwood,
- 44 Birch Rd,
- 56 Birch Rd,
- 22 Russett Lane
- 3 Hillyndale,
- 138 Hillyndale
- 441 N. Eagleville

Our citizens have spoken. One of the top goals of "Mansfield Tomorrow" is reducing density of student housing that is being pushed into our family

neighborhoods. I respectfully request that all Rental Owners be immediately notified about the existence of, and increased enforcement of, the THREE (3) PERSON MAXIMUM LIMIT, and that the town place a MORATORIUM on the issuance of new rental permits until all current rentals are brought into conformity and plans are made to Reduce Rental Density in Mansfield Neighborhoods.

Respectfully submitted,

Rebecca Shafer

Bill Roe

Mansfield Center, CT

PUBLIC HEARING
TOWN OF MANSFIELD
November 23, 2015

The Mansfield Town Council will hold public hearings at 7:30 PM at their regular meeting on November 23, 2015 to solicit public comments regarding the proposed amendments to the Alcoholic Beverages Ordinance and the proposed Ordinance Regarding Dog Waste Control.

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

Dated at Mansfield, Connecticut this 10th day of November 2015.

Mary Stanton, Town Clerk

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager
CC: Maria Capriola, Assistant Town Manager; Cherie Trahan, Director of Finance
Date: November 23, 2015
Re: Storrs Center Update, Estimated Real Estate Assessment at Full Build-out

Subject Matter/Background

As requested, attached please find a schedule of Storrs Center Assessments and Taxes by Grand List Year. This schedule begins from the October 1, 2010 Grand List and ends with an estimated Grand List as of October 1, 2020. All estimated assessments and taxes are in today's dollars, at the current mill rate and for real estate only. No personal property assessments are included. The abatements listed are all the actual abatements authorized.

October 1, 2010 – October 1, 2014 data reports actual assessments, mill rates, taxes and abatements. October 1, 2015 data reports our preliminary grand list data and runs the tax calculation out at the current mill rate. They do not include any pro-rated assessments that occur during the year.

October 1, 2016 data assumes full build out as of that date.

Some important caveats include the following:

- All assessments are prior to the results of any tax appeals adjustments
- Phase II completed assessment estimates are based on the 10/1/15 partial assessments
- Phase III completed assessment estimates are based on the Developer's sale price data
- These estimates have not been vetted by the Developer

Attachments

- 1) Storrs Center Assessments and Taxes by Grand List Year

Town of Mansfield
Storrs Center Assessments and Taxes by Grand List Year
(excluding prorates)

Assessment Date	Budget FY	Total Assessment Value	Mill Rate	Less:		Net Taxes	Increase from Prior Year
				Gross Taxes	Abatement		
10/1/2010	2011/12	\$ 1,683,950	26.68	\$ 44,928		\$ 44,928	
10/1/2011	2012/13	1,913,250	27.16	51,964		51,964	7,036
10/1/2012	2013/14	24,662,280	27.95	689,311	(321,000)	368,311	316,347
10/1/2013	2014/15	44,567,360	27.95	1,245,658	(715,000)	530,658	162,347
10/1/2014	2015/16	78,374,800	29.87	2,341,055	(728,000)	1,613,055	1,082,398
<i>Prelim 10/1/2015</i>	<i>2016/17</i>	<i>106,629,200</i>	<i>29.87</i>	<i>3,185,014</i>	<i>(671,000)</i>	<i>2,514,014</i>	<i>900,959</i>
<i>Est. 10/1/2016</i>	<i>2017/18</i>	<i>123,592,550</i>	<i>29.87</i>	<i>3,691,709</i>	<i>(606,000)</i>	<i>3,085,709</i>	<i>571,695</i>
<i>Est. 10/1/2017</i>	<i>2018/19</i>	<i>123,592,550</i>	<i>29.87</i>	<i>3,691,709</i>	<i>(581,000)</i>	<i>3,110,709</i>	<i>25,000</i>
<i>Est. 10/1/2018</i>	<i>2019/20</i>	<i>123,592,550</i>	<i>29.87</i>	<i>3,691,709</i>	<i>(554,000)</i>	<i>3,137,709</i>	<i>27,000</i>
<i>Est. 10/1/2019 *</i>	<i>2020/21</i>	<i>123,592,550</i>	<i>29.87</i>	<i>3,691,709</i>	<i>(291,000)</i>	<i>3,400,709</i>	<i>263,000</i>
<i>Est. 10/1/2020</i>	<i>2021/22</i>	<i>123,592,550</i>	<i>29.87</i>	<i>3,691,709</i>		<i>3,691,709</i>	<i>291,000</i>
Total - First 11 years				26,016,477	\$(4,467,000)	\$ 21,549,477	

*Revaluation Year



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager; Cynthia van Zelm,
 Executive Director of the Mansfield Downtown Partnership, Inc.;
 Kevin Deneen, Town Attorney
Date: November 23, 2015
Re: Proposed Amendments to Ordinance Regarding Alcoholic
 Beverages

Subject Matter/Background

At Monday's meeting, the Town Council will conduct a public hearing regarding the proposed amendments to the Ordinance Regarding Alcoholic Beverages. This item has been placed on the Council's agenda as old business to allow the Council to debrief the public hearing and to take action if the Council is prepared to do so.

The proposed amendment would establish a permitting process to allow the consumption of alcoholic beverages on town property during certain public functions, festivals or celebrations. The ordinance specifies the general terms and conditions required to obtain an alcohol permit from the Town.

Recommendation

The Council's Ordinance Development and Review subcommittee has endorsed the proposed amendment. Consequently, unless the public hearing raises any additional issues that we have not considered, or if the Town Council wishes to make further revisions, staff recommends that the Council adopt the proposed amendments to the Ordinance Regarding Alcoholic Beverages. Permitting the consumption of alcoholic beverages at certain public events, in a regulated fashion, could prove beneficial for economic development purposes.

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.

If the Town Council does support the amendment, the following motion would be in order:

Move, to approve the proposed amendments to the Ordinance Regarding Alcoholic Beverages, Chapter 101, Section 101-5, which amendments shall be effective 21 days after publication in a newspaper having circulation within the Town of Mansfield.

Attachments

- 1) Proposed Amendments to Ordinance Regarding Alcoholic Beverages (redline)
- 2) Proposed Amenges to Ordinance Regarding Alcoholic Beverages (clean copy)



Town of Mansfield
Code of Ordinances

“Amendments to Ordinance Regarding Alcoholic Beverages”
October 13, 2015 Draft

Chapter 101: Alcoholic Beverages

Section 101-5, Possession and Consumption of Alcoholic Liquor

- A. Except as otherwise permitted by subsection (B) hereof, no person shall consume any alcoholic liquor, or have in his or her possession any open container of alcoholic liquor, while upon or within the limits of any public highway, public area or parking area within the Town of Mansfield. The possession of an open container of alcoholic liquor or consumption therefrom by any person while in a motor vehicle parked within or upon a public area shall also be a violation hereof.
- B. Exceptions.
1. Consumption of alcoholic liquor and possession of any open container of alcoholic liquor is permitted during any public function, festival or celebration being conducted within a public building, public highway, sidewalk or parking area or on public land pursuant to a written permit issued by the town manager, or person designated by the town manager to issue such permits, authorizing the sale, service or distribution of alcoholic liquor at or in connection with such function, festival or celebration.
 2. An application for a permit shall be in writing directed to the town manager. The application shall state the name and address of responsible officials of the organization sponsoring the function, festival or celebration (event), shall specify the parts of the public land, public building, public highway, sidewalk or parking area to be used during the event, specify the beginning and ending time of the event and it if continues for more than one (1) day, the hours in each day it is to be conducted, the number of people to be in attendance at the event, whether the event is open to the public; and arrangements for supervision. The application shall be filed at least ten (10) calendar days before the first day of the event and the permit shall be issued or denied in writing at least four (4) calendar days before the first day of the event. The permit shall be issued if all of the required information is provided, the application is made at least ten (10) days before the event, the town manager or his designee determines that the event will be open to the public and that all necessary permits, licenses and approvals have been obtained from all government authorities having jurisdiction including, but not limited to, the state department of liquor control and the granting of the permit will be in accord with the health, safety, and welfare of the Town of Mansfield. (The town manager is authorized to issue additional standards not inconsistent herewith which if not met will result in denial of said permit.)



**Town of Mansfield
Code of Ordinances**

“Amendments to Ordinance Regarding Alcoholic Beverages”

November 9, 2015 Draft

Chapter 101: Alcoholic Beverages

Section 101-5, Possession and Consumption of Alcoholic Liquor

A. Except as otherwise permitted by subsection (B) hereof, no person shall consume any alcoholic liquor, or have in his or her possession any open container of alcoholic liquor, while upon or within the limits of any public highway, public area or parking area within the Town of Mansfield. The possession of an open container of alcoholic liquor or consumption therefrom by any person while in a motor vehicle parked within or upon a public area shall also be a violation hereof.

B. Exceptions.

1. Consumption of alcoholic liquor and possession of any open container of alcoholic liquor is permitted during any public function, festival or celebration being conducted within a public building, public highway, sidewalk or parking area or on public land pursuant to a written permit issued by the town manager, or person designated by the town manager to issue such permits, authorizing the sale, service or distribution of alcoholic liquor at or in connection with such function, festival or celebration.
2. An application for a permit shall be in writing directed to the town manager. The application shall state the name and address of responsible officials of the organization sponsoring the function, festival or celebration (event), shall specify the parts of the public land, public building, public highway, sidewalk or parking area to be used during the event, specify the beginning and ending time of the event and if it continues for more than one (1) day, the hours in each day it is to be conducted, the number of people to be in attendance at the event, whether the event is open to the public; and arrangements for supervision. The application shall include alcohol liability insurance. The certificate of insurance must specify the “Town of Mansfield, its officers, employees and agents” as additional insured parties and must be submitted to the Town Manager together with the application. The application and accompanying documentation shall be filed at least ten (10) calendar days before the first day of the event. The permit shall be issued if all of the required information is provided, the application is made at least ten (10) days before the event, the town manager or his designee determines that the event will be open to the public and that all necessary permits, licenses and approvals have been obtained from all government authorities having jurisdiction including, but not limited to, the state department having jurisdiction over liquor control and the granting of the permit will be in accord with the health, safety, and welfare of the Town of Mansfield. (The town manager is

authorized to issue additional standards not inconsistent herewith which if not met will result in denial of said permit.)

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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; Cynthia van Zelm,
 Executive Director of the Mansfield Downtown Partnership, Inc.;
 Kevin Deneen, Town Attorney
Date: November 23, 2015
Re: Proposed Ordinance Regarding Dog Waste Control

Subject Matter/Background

At Monday's meeting, the Town Council will conduct a public hearing regarding the proposed Ordinance Regarding Dog Waste Control. This item has been placed on the Council's agenda as old business to allow the Council to debrief the public hearing and to take action if the Council is prepared to do so.

The proposed ordinance would establish an enforcement mechanism to require pet owners to pick-up after their dog. Dog waste on public property has become a problem in Town, especially in the Storrs Center area and along municipal sidewalks.

Recommendation

The Council's Ordinance Development and Review subcommittee has endorsed the proposed ordinance. Consequently, unless the public hearing raises any additional issues that we have not considered, or if the Town Council wishes to make further revisions, staff recommends that the Council adopt the Ordinance Regarding Dog Waste Control. Passage of the ordinance should serve to promote responsible behavior on the part of pet owners and provide an enforcement mechanism if needed.

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.

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

Move, to approve the proposed Ordinance Regarding Dog Waste Control, Chapter 102, Sections 102-13 et seq, which ordinance shall be effective 21 days after publication in a newspaper having circulation within the Town of Mansfield.

Attachments

- 1) Proposed Ordinance Regarding Dog Waste Control



**Town of Mansfield
Code of Ordinances**
"Ordinance Regarding Dog Waste Control"
October 13, 2015 Draft

Chapter 102. Animals

Article II [New] Dogs

Section 102-13. Title.

This Article shall be known and may be cited as "The Dog Waste Control ordinance."

Section 102-14. Legislative Authority.

This Article is enacted pursuant to the provisions of Sections 7-148 and 7-152c of the Connecticut General Statutes.

Section 102-15. Definitions.

When used in this Article, the following words, terms and phrases, and their derivations shall have the meanings ascribed to them in this Section, except where the content clearly indicates a different meaning.

DOG: shall mean any member of the canine species, male, female, neutered male or spayed female.

OWNER: shall mean any person or persons, firm, association, partnership, LLC or corporation having temporary or permanent custody of, sheltering or having charge of, harboring, exercising control over, or having property rights to a dog, or in the case of a person under the age of 18, the person's parent or legal guardian. A dog shall be deemed to be harbored if it is fed or sheltered for Three (3) consecutive days.

PUBLIC PROPERTY: shall mean town owned parks, the Town Square area, recreation areas, trails, playing field, school grounds, sidewalks, easements, rights of way and the traveled portion of public streets.

PRIVATE PROPERTY OF ANOTHER: shall mean property of any person or persons, firm, association, partnership, LLC or corporation, other than property of the owner or of the owner's spouse, children, mother, father or sibling.

Section 102-16. Removal of Dog Waste.

If any dog shall defecate on any public property or the private property of another, the owner of such dog shall immediately use a plastic bag or other suitable container to remove or cause to be removed from the property all feces deposited by the dog and deposit it in an appropriate waste receptacle. If such feces are not removed or so deposited, the owner of the dog shall be in violation of this Article.

Section 102-17. Penalty.

- A. The Town Manager may designate in writing one or more Town officials, employees or agents empowered to take enforcement action authorized by this Article.

- B. Any violation of this Article shall be punishable by a fine of \$50. The citation issued to the offender shall note that if the fine is not paid within 10 days of issuance of the citation the amount of the fine will be doubled and that the Town may initiate proceedings under the authority of C.G.S. section 7-152c and Chapter 129 of this Code of Ordinances to collect the fine. The alleged offender must also be informed that they may appeal the citation and fine pursuant to section 129-10 of the Hearing Procedure for Citations Ordinance.

Section 102-18. Guide Dogs Exempted.

The provisions of this Article do not apply to a guide dog accompanying any blind person or mobility impaired person.



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager;
 Mary Stanton, Town Clerk
Date: November 23, 2015
Re: Town Council Meeting Schedule for 2016

Subject Matter/Background

At the November 9, 2015 organizational meeting of the Mansfield Town Council, members voted to set the 2016 schedule for regular meetings. All regular meetings of the Council were scheduled to begin at 7:30 p.m.

In order to allow the Council to conclude its business at an earlier hour, staff consulted with a number of councilors regarding potential adjustments to the meeting dates and time of the meetings. Based on the input received, staff recommends that the Council maintain its practice of holding its regular meetings on the second and fourth Mondays of the month, with the exception of certain holidays, but to change the starting time for all regular meetings from 7:30 p.m. to 7:00 p.m.

Connecticut General Statutes §1-255(b) requires that public agencies file their list of regular meetings prior to January 31st of each year with no meeting to be held sooner than thirty days after the schedule has been filed with the Town Clerk. Consequently, there is sufficient time to amend the 2016 meeting without impacting the meetings previously scheduled for this coming January.

Recommendation

Staff recommends that the Town Council approve the following amendment to the 2016 meeting schedule.

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

Move, effective November 23, 2015, to amend the 2016 Town Council Meeting Schedule to change the starting time of all regular meetings to 7:00 p.m.

Attachments

- 1) Proposed Amended Town Council Meeting Schedule for 2016
- 2) CGS§1-255



Town Council 2016 Meeting Schedule Proposed Amended Schedule

In accordance with CGS§ 1-4 and the Mansfield Town Charter the following dates are approved for the Mansfield Town Council's 2016 meeting schedule:

January 11, 2016
January 25, 2016
February 8, 2016
February 22, 2016
March 14, 2016
March 28, 2016
April 11, 2016
April 25, 2016
May 09, 2016
May 23, 2016
June 13, 2016
June 27, 2016
July 11, 2016
July 25, 2016
August 08, 2016
August 22, 2016
September 12, 2016
September 26, 2016
October 13, 2015 (Thursday - Monday is Columbus Day, Tues. sundown and Wed. till
night fall is Yom Kippur)
October 24, 2016
November 14, 2016
November 28, 2016
December 12, 2016
December 27, 2016 (Tuesday -Christmas celebrated 12/26)

Unless otherwise indicated the Mansfield Town Council will meet the second and fourth Monday of each month. All Regular Meetings are to be held in the Council Chambers of the Audrey P. Beck Building and will begin at 7:00 p.m.

Approved: 11/9/2015
Amended:

(d) The provisions of this section concerning the maintenance and recording of Department of Defense documents shall not apply to the State Library Board or the State Librarian. (P.A. 02-137, §1.)

Secs. 1-220 to 1-224. Reserved for future use.

Sec. 1-225. (Formerly Sec. 1-21). Meetings of government agencies to be public. Recording of votes. Schedule and agenda of meetings to be filed and posted on web sites. Notice of special meetings. Executive sessions. (a) The meetings of all public agencies, except executive sessions, as defined in subdivision (6) of section 1-200, shall be open to the public. The votes of each member of any such public agency upon any issue before such public agency shall be reduced to writing and made available for public inspection within forty-eight hours and shall also be recorded in the minutes of the session at which taken. Not later than seven days after the date of the session to which such minutes refer, such minutes shall be available for public inspection and posted on such public agency's Internet web site, if available, except that no public agency of a political subdivision of the state shall be required to post such minutes on an Internet web site. Each public agency shall make, keep and maintain a record of the proceedings of its meetings.

(b) Each such public agency of the state shall file not later than January thirty-first of each year in the office of the Secretary of the State the schedule of the regular meetings of such public agency for the ensuing year and shall post such schedule on such public agency's Internet web site, if available, except that such requirements shall not apply to the General Assembly, either house thereof or to any committee thereof. Any other provision of the Freedom of Information Act notwithstanding, the General Assembly at the commencement of each regular session in the odd-numbered years, shall adopt, as part of its joint rules, rules to provide notice to the public of its regular, special, emergency or interim committee meetings. The chairperson or secretary of any such public agency of any political subdivision of the state shall file, not later than January thirty-first of each year, with the clerk of such subdivision the schedule of regular meetings of such public agency for the ensuing year, and no such meeting of any such public agency shall be held sooner than thirty days after such schedule has been filed. The chief executive officer of any multitown district or agency shall file, not later than January thirty-first of each year, with the clerk of each municipal member of such district or agency, the schedule of regular meetings of such public agency for the ensuing year, and no such meeting of any such public agency shall be held sooner than thirty days after such schedule has been filed.

(c) The agenda of the regular meetings of every public agency, except for the General Assembly, shall be available to the public and shall be filed, not less than twenty-four hours before the meetings to which they refer, (1) in such agency's regular office or place of business, and (2) in the office of the Secretary of the State for any such public agency of the state, in the office of the clerk of such subdivision for any public agency of a political subdivision of the state or in the office of the clerk of each municipal member of any multitown district or agency. For any such public agency of



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager; Cherie Trahan, Finance Director; Jaime Russell, IT Director; Leslie McDonough, Library Director
Date: November 23, 2015
Re: Presentation on Open Mansfield

Subject Matter/Background

I am very pleased to announce that the Mansfield is one of 400 governments in the United States and one of four in Connecticut currently using OpenGov to analyze, share and compare financial data. Our financial software vendor, Admins Unified Community, partnered with OpenGov in order to provide easy online access to the financial system data. Admins asked if we would be interested in piloting the program for fellow Admins users, which provided a great opportunity to provide transparency and public access to our financial data.

Since that time, Admins has written the programs necessary to upload all of our financial data into the OpenGov platform at no charge to us. Our finance office, IT staff and Library staff have worked to create the landing page, standard report views, and all notices and publications.

The implementation team is comprised of: Cherie Trahan, Finance Director; Jaime Russell, IT Director; Leslie McDonough, Library Director; Amy Meriwether, Accounting Manager; Adam Delaura, Systems Librarian; and Andy Howat, Accountant. Staff will provide a brief demonstration of the Open Mansfield site at Monday's meeting.

Financial Impact

The fee for the OpenGov product for our size government, including the Town, Mansfield Board, Region 19, Eastern Highlands Health District, the Downtown Partnership and the Discovery Depot, totals \$7,500/annually. We are covering this cost through the Management Services Fund in which the entities contribute funds for IT services.

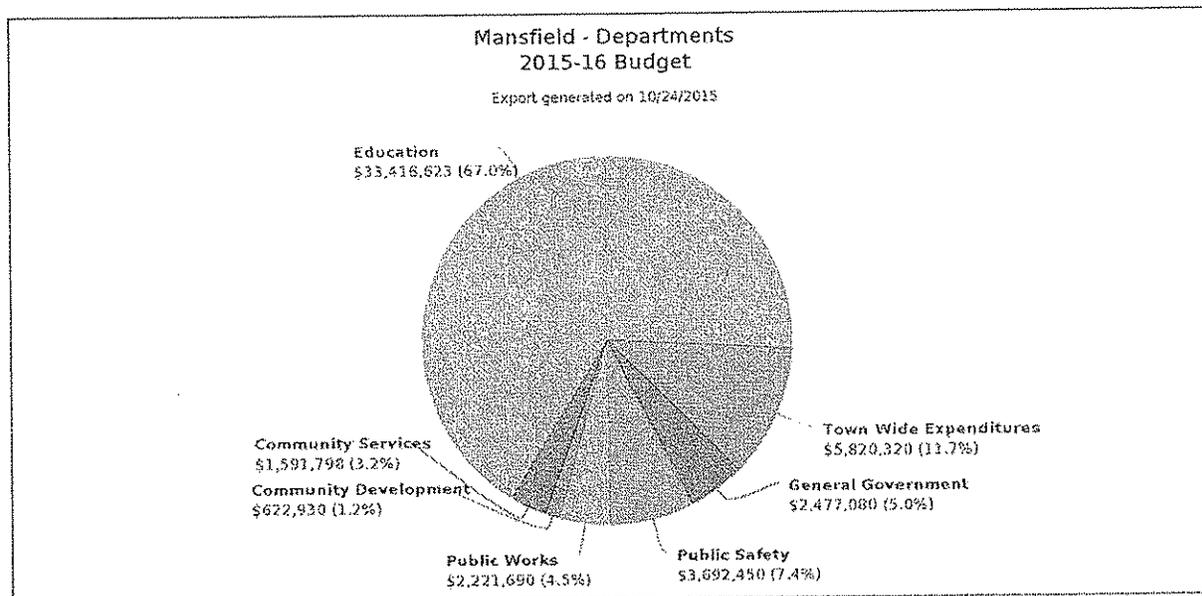
Attachments

- 1) OpenGov in Mansfield, CT

OpenGov in Mansfield, CT

Mansfield is one of over 400 governments in the United States and one of four in Connecticut currently using OpenGov to analyze, share, and compare its financial data. We join New Haven, Southington, and Danbury making our financial data easily accessed by the public. To access our interactive portal **Open Mansfield**, visit open.mansfieldct.gov.

Mansfield's Initial OpenGov View:



Background on OpenGov

The OpenGov platform provides instant online access to your financial data, and interactively displays current and historic revenue and expenses down to the fund, department, and object level. More than 400 governments across the United States leverage the rapidly expanding OpenGov network. In total, these governments represent more than \$100 billion in annual spending. Governments use OpenGov internally to create custom reports, help operations manage to budget, keep administrators and legislators informed, and help with important workflows from the budgeting process to internal audits. Externally, the platform is used to publish interactive budgets, share this information with the community, and even achieve revenue goals by disseminating important financial data around tax or bond measures.

Maintaining budget data on OpenGov's platform enables each government to provide citizens, elected officials and internal staff the ability to:

- View historical revenue and expenditure trends over time.
- Explore multiple views of budget and finance data, including by fund, department, expense or revenue type, or activity.
- Answer frequently asked questions, such as "How are my tax dollars spent?" or "How much does Mansfield spend on Public Safety?" or "How much does the Board of Education spend on School salaries?"
- Track year-to-date revenue and expenses and view how departments operate to budget.

OpenGov Navigation Tips

- OpenGov allows you to explore budget and historical finances in a simple graphical user interface.
- You'll notice the title of the chart or graph you are viewing in the top left corner.
- Click on Saved on the left-hand side to view a list of common or favorite views on each report.
- Select Filter to display key menus.
- You can use the Show drop-down to select the data that is of most interest to you.
- Use the Broken Down By drop-down to specify the category you would like the data organized by in your chart or graph.
- Select the Filtered By option to view the data filters. These filters will allow you select exactly which data you want to include, or exclude, from your graph or chart.
- Use the Search function within each filter to find exactly what you are looking for.
- There are five different types of visual representations of the data:
 - A stacked percentage graph to see percentage changes over time
 - A stacked line graph to visualize overall trends over time.
 - A line graph overlaying each trend over time.
 - A pie chart to view percentage breakdowns by year.
 - A bar chart comparing trends and percentage breakdowns over time.
- Below any chart or graph, you can view a Table detailing the financial information in the visualization above.
- Use the Advanced setting in the bottom left to display dollar amounts as per capita.
- Use the Help drop-down in the top right corner to:
 - View a short How-To Guide with tips on navigating the platform.
 - Recall the Welcome Screen.
 - View a short Budget 101 primer with basic information on multi-fund accounting.
 - Contact the administrators of the account.
- Use the Share drop-down in the top right corner to:
 - Share your customized graph or chart through social media.
 - Send a link to your customized graph or chart through email.
- Use the Download drop-down in the top right corner to:
 - Download an image of the graph or table as a .png file.
 - Download a spreadsheet as a .csv file.

For additional information on OpenGov and to access education materials, please visit:
www.opengov.com/resources

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager
Date: November 23, 2015
Re: Appointment of Town Attorney

Subject Matter/Background

Pursuant to Section C305 of the Mansfield Charter, the Town Council needs to appoint a Town Attorney within 30 days of the municipal election held on November 3, 2015. The firm of O'Malley, Deneen, Leary, Messina, & Oswecki, and more specifically Attorney Kevin Deneen, has served in this capacity since June 2014. The Town Council selected O'Malley, Deneen, Leary, Messina, & Oswecki following a competitive RFQ process in winter 2014.

Among other duties, the Town Attorney:

- 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 the authority, with approval of 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 special circumstances the Council may appoint legal counsel other than the Town Attorney. For example, the Town currently utilizes a separate firm for employment law and related matters.

The current agreement with the Town Attorney expires on December 3, 2015. I have attached a proposed renewal agreement from the Town Attorney that mirrors the terms of the expiring retainer agreement.

At its November 16, 2015 meeting, the Personnel Committee reviewed the matter of the Town Attorney appointment and the proposed agreement for services with O'Malley, Deneen, Leary, Messina, & Oswecki. The Committee unanimously approved a motion to forward the attached proposed agreement as presented to the Town Council and to recommend its approval.

The proposed agreement is consistent with the appointment procedures outlined in the Town Charter. The Town's Purchasing Ordinance does have a specific provision for the Town Attorney appointment, and specifically references the Town Charter.

Financial Impact

The retainer for services would remain \$35,000 per year, to be adjusted on a fiscal year basis. The Town Attorney's rate for time reasonably spent in any extensive evidentiary proceeding on trial in a court or arbitration matter would remain \$175 per hour.

Recommendation

If the Town Council wishes to reappoint the firm of O'Malley, Deneen, Leary, Messina, & Oswecki as Town Attorney under the same terms as the current retainer agreement, the following resolution would be in order:

Resolved, to reappoint the firm of O'Malley, Deneen, Leary, Messina, & Oswecki as Town Attorney for the Town of Mansfield for a term to begin on December 3, 2015 and to authorize the Town Manager to execute the attached Professional Services Agreement between the Town of Mansfield and the law firm of O'Malley, Deneen, Leary, Messina, & Oswecki.

Attachments

- 1) Proposed Professional Services Agreement



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE TOWN OF MANSFIELD, CONNECTICUT
AND
O'MALLEY, DENEEN, LEARY, MESSINA & OSWECKI**

This Agreement, effective on the _____th day of November 2015 through the 3rd day of December 2017, by and between the TOWN OF MANSFIELD (hereinafter referred to as the "TOWN"), duly authorized pursuant to *Conn. Gen. Stat.* § 7-148, with an office at the Audrey P. Beck Municipal Building, Four South Eagleville Road, Storrs, CT 06268, and Kevin M. Deneen of O'Malley, Deneen, Leary, Messina & Oswecki, (hereafter referred to as the "FIRM"), with a principal place of business at 20 Maple Avenue, P.O. Box 504, Windsor, CT 06095.

WITNESSETH:

WHEREAS, pursuant to *Conn. Gen. Stat.* § 7-148, and Town of Mansfield Charter Section C305A, the Town Council shall appoint a Town Attorney; and

WHEREAS, the TOWN requires the professional services of legal counsel to assist in representing its interests with respect to the matters described below; and

WHEREAS, the TOWN has determined that a Town Attorney with particular expertise is warranted and has authorized the Town Manager to procure and direct the services of such counsel and to execute this Professional Services Agreement with the FIRM; and

In consideration of these promises and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

SECTION 1: SCOPE OF SERVICES

1.1. The services to be provided will be those requested by the TOWN relating to the TOWN'S general government interests. The specific services to be provided for a particular project or matter may be further defined in correspondence between the Town Manager and the FIRM. Except for matters relating to the Town Manager's employment with the TOWN, the FIRM shall only undertake work pursuant to task orders that the Town Manager has approved and which contain approved budgets for their performance. The Chair of the Town Council's Personnel Committee shall be the FIRM'S contact for matters regarding the Town Manager's employment with the TOWN.

The general subject matter of the services which the TOWN expects to request from the FIRM may include one or more of the following:

- (a) Represent the Town in actions, suits or proceedings brought by or against it or any of its departments, officers, agencies, boards or commissions;
- (b) Serve as the legal advisor of the Town Council, the Town Manager and all Town officers, boards and commissions in all matters affecting the Town; provide written opinions on any question of law involving their respective powers and duties;

- (c) Prepare ordinances and resolutions for consideration by the Council;
- (d) Prepare or approve forms of contracts or other instruments to which the Town is a party or in which it has an interest;
- (e) Have the authority, with approval of the Council, to appeal from orders, decisions, and judgments and,
- (f) Subject to approval of the Council, to compromise or settle any claims against the Town.
- (g) Drafting, reviewing and editing documents such as proposals, agreements, reports, plans, and correspondence.
- (h) Review, analysis, investigation and research to carry out the above services; and
- (i) Being available upon the reasonable request of the TOWN for consultation in person and/or on the telephone as necessary.

Pursuant to Section C305C of the Charter, the Council may appoint counsel other than the Town Attorney. This Agreement does not include legal services provided to the Region 19 School District, the Eastern Highlands Health District or Mansfield Discovery Depot. If the Council determines in its sole discretion to assign any of duties currently performed by other counsel to the FIRM, the Town and the FIRM shall amend the compensation provisions of this Agreement to reflect those additional duties.

1.2 In performing the services, the FIRM will perform the following activities as part of, or in support of the services:

(a) Research, investigate, review and analyze all information necessary to carry out all Services;

(b) Negotiate, prepare and revise all agreements and other documents necessary for the performance of the services;

(c) In accordance with the administrative policy to be developed concerning the TOWN'S Use of Town Attorney Services, be available upon the reasonable request of the TOWN to consult with the officers and employees of the TOWN, and with any other group or person designated by the TOWN;

(d) Hire and consult with experts, consultants, mediators and investigators as may be reasonably and necessarily required and as approved by the TOWN subject to the following requirements and limitations:

(1) Terms of subcontracts must be approved in writing and in advance by the TOWN. In requesting approval, FIRM must provide the basis for its recommendation that the subcontractor be retained and justification for the recommended subcontractor's proposed rates and reimbursements;

(2) Subcontracts or agreements must include terms which are substantially similar to the billing terms in the Compensation and Reimbursement Section of this Agreement or must be reasonable for the expertise and experience involved in the matter;

(3) The FIRM's bills for subcontracted work must include full detailed itemizations of all fees and expenses for the subcontracted work, with appropriate supporting documentation;

(e) Provide all necessary paralegal and clerical support; and

(f) Prepare and keep current a synopsis of relevant research, processes and procedures developed during the course of FIRM's performance under this Agreement in a format that is easily accessible to the TOWN as directed by the Town Manager.

SECTION 2: AGREEMENT ADMINISTRATION

2.1 The person in charge of administering this Agreement on behalf of the TOWN shall be the Town Manager, or his successor in function, whose address and telephone number are as follows:

NAME: MATTHEW W. HART
TITLE: TOWN MANAGER
AGENCY: TOWN OF MANSFIELD
ADDRESS: Audrey P. Beck Municipal Building
Four South Eagleville Road
Storrs, CT 06268
TELEPHONE: (860) 429-3336 x5
E-MAIL: HartMW@MansfieldCT.org

2.2 The person in charge of administering this Agreement on behalf of the FIRM shall be Attorney Kevin M. Deneen, whose title, address, office telephone, cell phone, fax number and e-mail are as follows:

NAME KEVIN M. DENEEN
TITLE PARTNER
FIRM O'MALLEY, DENEEN, LEARY, MESSINA & OSWECKI
ADDRESS 20 Maple Avenue, P.O. Box 504
Windsor, CT 06095
OFFICE TELEPHONE (860)688-8505
FAX NUMBER (860)688-4783
E-MAIL kmdeneen@omalleydeneen.com

SECTION 3: COMPENSATION AND REIMBURSEMENT

3.1 The TOWN agrees to compensate the FIRM for Services in accordance with the following fee agreement for the seven (7) months (December 3, 2015 through June 30, 2016) of this Agreement.

The FIRM shall be compensated on an annual retainer in the amount of thirty five (\$35,000.00) thousand dollars, payable in equal monthly installments and less any monthly installments that have been paid by the Town for the period from July 1, 2015 through December 2, 2015. The retainer shall include all services as defined above involving all non-litigation matters, including ordinance and charter review, contract reviews, attendance as needed and meetings, legal opinions and general advice. During the budget development/approval process the annual retainer will be reviewed and may be adjusted for the fiscal year beginning on July 1, 2016. For the fiscal year commencing on July 1, 2016 and each year thereafter, the annual retainer as included in the approved budget shall be payable in equal monthly installments.

Litigation Matters shall include any and all adversarial matters commencing upon the formal filing of a complaint or demand (including a demand for mediation or arbitration) or an appeal made in court for adjudicatory matters. (In exceptional circumstances, the Town Manager may approve a matter to be treated as a Litigation Matter prior to the filing of a formal complaint or demand; for example, an agreement between the Town and another party to voluntarily mediate a matter in dispute prior to the filing of a formal demand. The Town Manager's determination in such cases shall be conclusive.) All litigation matters, including land use appeals and tax appeals, will be billed on an hourly basis at the rates set forth below.

<u>Position</u>	<u>Hourly Rate</u>
All Attorneys	\$175.00

The above hourly rates shall be charged only for actual time spent rendering such Litigation Matter Services; the FIRM shall not "round off" time. The time spent rendering Litigation Matter Services shall be billed to the tenth part of an hour. The TOWN shall not be charged for any other time expended by the FIRM during, overnight stays, or the like associated with the performance of the Litigation Matter Services without the prior written consent of the Town, acting through its Town Manager. The above rates are subject to change on a periodic basis but no more often than once per contract year. The above rate shall remain unchanged through at least June 30, 2016. Thereafter, if any change in rates occurs in any subsequent years of this Agreement, such change shall capped at no more than \$10/per hour above the prior year's rate for each of the above-described positions.

3.2 Compensation for Litigation Matters will be paid only after the submission of itemized documentation, in a form acceptable to the Town Manager. Billings are to be submitted on a monthly basis to Town Manager, Town of Mansfield, Audrey P. Beck Municipal Building, Four South Eagleville Road, Storrs, CT 06268. The billings for Litigation Matters must contain, at a minimum, a detailed description of the work performed, the date of performance, the actual time spent performing the work, and the name and position of the person(s) rendering the Service. Provided, however, if the TOWN and the FIRM have agreed to a fixed fee or other billing arrangement not based on hourly rates, the TOWN may waive the requirement for hourly detail. When requested, the monthly bill must also be accompanied by a summary memorandum describing how the Service rendered furthered resolution of the matter and the current status of the matter. The Town Manager may, prior to authorizing payment under this Section, require the FIRM to submit such additional accounting and information as the Town Manager deems necessary or appropriate. The FIRM shall not be compensated for any time spent preparing any

billing documentation, including but not limited to such documentation and accompanying memoranda required by subsections 3.2, 3.3, 3.5, 3.6, 3.10, and 9.3.

3.3 Prior to performing certain Services, the TOWN may request the FIRM to submit to the Town Manager for approval, a projected plan and budget containing, but not limited to, a brief statement of the case or matter, a description of the nature and scope of the various phases of the Services expected to be performed, an estimate of the cost of the work broken down into the various phases of the Services, and an estimate of the time required to successfully complete the Services. Prior to effecting, undertaking or initiating a material change in the Service, the FIRM shall submit to the Town Manager for approval, a revised projected plan and budget that reflects the changes to the existing projected plan and budget. If the revised projected plan and budget contains a projected cost exceeding the amount contained in the budget, the FIRM shall consult with the Town Manager for the purpose of: (1) revising the scope of services; (2) revising the maximum compensation amount; (3) some combination thereof; or, (4) other action permitted under this Agreement or any agreed-upon amendment. The Town Manager, in his sole discretion, may require revisions, supplements and modifications of the projected plan and budget from time to time. The FIRM will not be compensated for the preparation, amendment, or modification of said projected plan and budget. Where the Services specified in the original projected plan and budget are not performed or fully completed to the satisfaction of the Town Manager within six months of the projected completion date set forth in the original projected plan and budget, the compensation rates set forth in subsection 3.1 of this Agreement for the remaining Services shall all be reduced prospectively by ten percent of the original rate for each additional six months it takes the FIRM to complete the work to the satisfaction of the Town Manager, unless failure to complete the work within the specified time period was beyond the control of the FIRM as determined by the Town Manager. The Town Manager, in his sole discretion, shall determine when the work has been satisfactorily completed.

3.4 The TOWN agrees to reimburse the FIRM for actual, necessary and reasonable out-of-pocket disbursements and expenses, including filing fees, court costs, outsourced document printing, and transcript or deposition costs. The TOWN shall not reimburse the FIRM for any overhead related expenses, including, but not limited to, routine duplication, secretarial, computerized research, facsimile, clerical staff, library staff, proofreading staff, meals and transportation costs or expenses for non-litigation matters unless they are approved in advance and in writing by the Town Manager. The FIRM shall be reimbursed for reasonable expenses for transportation, specifically excluding first class air fare, and reasonable lodging and meals associated with overnight travel as approved in advance and in writing by the Town Manager.

3.5 The FIRM shall not be compensated for time spent on background or elementary legal research or any legal training without the prior written consent of the Town Manager. Charges for any other legal research must be accompanied by a detailed description setting forth the purpose of the research and summarizing its nature. Any written material produced as a result of such research must be submitted to the Town Manager or his or her designee. The Town Manager shall have the final decision in all disputes between the parties to this Agreement under this subsection.

3.6 The FIRM shall not be compensated for time spent in consultation with any attorney or other employee of the TOWN concerning the administration of this Agreement and/or issues relating to billing. Compensation for time spent by attorneys of the FIRM communicating with other attorneys or staff within the FIRM shall be limited to the time and billing rate of the most senior attorney or staff member participating in the communication. These charges must be accompanied by a detailed description setting forth the purpose of the communication and summarizing its details. The Town Manager shall make the final determination, in his sole discretion, as to the adequacy of such description.

3.7 Notwithstanding the provisions of Section 3.6, absent the prior written consent of the Town Manager, the FIRM shall not be compensated for the attendance or participation of more than one attorney representing the TOWN in connection with any Action. Where more than one attorney has attended or participated in any Action without the prior written consent of the Town Manager, the FIRM shall be compensated for the time of the most senior attorney in attendance.

3.8 The FIRM shall not be compensated for the performance of paralegal or clerical type duties performed by an attorney. Paralegal duties or clerical duties include, by way of example, routine proofreading of pleadings and other correspondence, preparation of trial or closing binders or notebooks, photocopying and coordinating the schedules of others.

3.9 The Town Manager shall approve for payment all undisputed costs, as soon as the said documentation can properly be processed. All costs and expenses shall be billed and paid at actual cost without markup. It is expected that the TOWN will make timely payments to the FIRM of all monthly invoices, usually within thirty (30) days of receiving such invoices. Unpaid invoices that remain unpaid for ninety (90) days or more are subject to statutory interest rates.

3.10 The FIRM shall maintain accurate records and accounts of all expenditures under this Agreement as well as satisfactory evidence of payment to assure proper accounting. Such records and accounts shall be kept in the manner specified in subsection 8.4, and made available and furnished upon request to the Town Manager until three (3) years after the termination of this Agreement.

3.11 The TOWN shall have the right, without the need of prior notice to the FIRM, to substitute different counsel for the FIRM on any facet or aspect of the Services when the Town Manager, in his sole discretion, finds that such a substitution would best serve the interests of the TOWN.

3.12 Compensation and reimbursement provided under this Section 3 constitutes full and complete payment for all costs and expenses incurred or assumed by the FIRM in performing this Agreement. No other costs, expenses or overhead items shall be reimbursed by the TOWN.

SECTION 4: TERMINATION OF AGREEMENT BY THE TOWN

4.1 The TOWN, on written notice, may immediately suspend, postpone, abandon, or terminate this Agreement at any time and for any reason, including convenience, and such action shall in no event be deemed to be a breach of contract.

4.2 Upon receipt of written notification from the Town Manager of termination, the FIRM shall immediately cease to perform the Services, subject to the approval of the Court in litigation matters. The FIRM shall assemble all material that has been prepared, developed, furnished, or obtained under the terms of this Agreement, in electronic, magnetic, paper or any other form, that may be in its possession or custody, and shall transmit the same to the Town Manager as soon as possible and, for ongoing matters, no later than the fifteenth day following the receipt of the above written notice of termination, and the sixtieth day for all other matters, together with a description of the cost of the Services performed to said date of termination.

SECTION 5: TERMINATION OF AGREEMENT BY THE FIRM

5.1 The FIRM, on thirty (30) days prior written notice to the Town Manager, may terminate this Agreement, subject to the approval of the Court in litigation matters.

5.2 If the FIRM terminates this Agreement for any reason other than a breach by the TOWN, the FIRM shall be liable to the TOWN for the fees and expenses incurred by the TOWN in engaging replacement counsel on any pending matter for which FIRM is actively engaged in performing Services and bringing such firm up to speed. For purposes of this paragraph, FIRM will be considered "actively engaged" in all matters of pending litigation, arbitration and/or mediation.

5.3 On the effective date of termination, the FIRM shall immediately cease to perform the Services. The FIRM shall assemble all material that has been prepared, developed, furnished, or obtained under the terms of this Agreement, in electronic, magnetic, paper or any other form, that may be in its possession or custody, and shall deliver the same to the Town Manager on or before the fifteenth day following the transmittal of the written notice of termination for ongoing matters, and the sixtieth day for all other matters, together with a description of the cost of the Services performed to said date of termination.

SECTION 6: SETOFF

In addition to all other remedies that the TOWN may have, the TOWN, in its sole discretion, may setoff (1) any costs or expenses that the TOWN incurs resulting from the FIRM's unexcused non-performance under the Agreement and under any other agreement or arrangement that the FIRM has with the TOWN and (2) any other amounts that are due or may become due from the TOWN to the FIRM, against amounts otherwise due or that may become due to the FIRM under the Agreement, or under any other agreement or arrangement that the FIRM has with the TOWN. The TOWN's right of setoff shall not be deemed to be the TOWN's exclusive remedy for the FIRM breach of the Agreement, all of which shall survive any setoffs by the TOWN.

SECTION 7: TIME OF PERFORMANCE

7.1 The FIRM shall perform the Services at such times and in such sequence as may be reasonably directed by the Town Manager.

7.2 This Agreement will run from its effective date for an initial term of through and including December 3, 2017, which initial termination date may be extended by the TOWN for a period not to exceed two (2) months upon the same terms and conditions then existing. Pursuant to Section C305 of the Charter, the Town may in its sole discretion reappoint FIRM as Town Attorney under such terms as may be agreed upon between the Town and the FIRM. .

SECTION 8: REPRESENTATIONS AND WARRANTIES

The FIRM represents and warrants to the TOWN that:

8.1 The FIRM has duly authorized the execution and delivery of this Agreement and the performance of the contemplated Services.

8.2 The FIRM will comply with all applicable State of Connecticut, federal and local laws in satisfying its obligations to the TOWN under and pursuant to this Agreement;

8.3 The execution, delivery and performance of this Agreement by the FIRM will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (i) any provision of law; (ii) any order of any court or any Department; or (iii) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

8.4 The FIRM shall not copy or divulge to any third party any information or any data in any form obtained or produced in connection with the performance of its duties and responsibilities pursuant to this Agreement other than in connection with the performance of those duties and responsibilities. The FIRM shall ensure that all confidential or privileged records are kept in secured areas and shall take reasonable precautions to protect the records in its custody from the dangers of fire, theft, flood, natural disasters and other physical threats, as well as unauthorized access.

8.5 The FIRM shall not represent any other client if such representation would result in a conflict of interest that would violate or potentially violate Rules 1.7-1.9 of the Rules of Professional Conduct, as they may be amended from time to time. The FIRM will perform a detailed conflict of interest check prior to performing any Services and, on or before the effective date of this Agreement, shall have reported the results to the Town Manager. When there is a disagreement between the parties to this Agreement as to whether or not the FIRM has or may in the foreseeable future have a conflict of interest as described above, the Town Manager's determination shall be final and dispositive of the issue. Where the Town Manager determines that the FIRM'S representation of any client constitutes a conflict of interest, as described above, the FIRM shall, within five days of the receipt of notice by the Town Manager to the FIRM,

withdraw from the representation of the other client, unless such a withdrawal is barred by law or order of a court of competent jurisdiction or all relevant parties waive such conflict.

8.6 Unless the Town Manager designates otherwise in writing, all information or data, in any form, and all papers, recordings, documents and instruments generated or collected by the FIRM, or any subcontractor, in the scope of his work under this Agreement shall be deemed to be the exclusive property of the TOWN and no one else shall have any right, including but not limited to, intellectual property rights, including copyright and trademark rights, in those items.

8.7 The FIRM may not enter into or retain any business relationships or enterprise in which an employee of the TOWN holds an interest, other than a nominal interest in a publicly held corporation, without the prior written consent of the Town Manager.

8.8 The FIRM acknowledges that the TOWN has relied upon all of FIRM's representations in its Proposal in response to the TOWN'S Solicitation for Town Attorney concerning this matter.

SECTION 9: STATUS REPORTS AND RECORDS

9.1 Upon written or oral request by the Town Manager, the FIRM will promptly report on the status of the Services performed, including, but not limited to, problems, strategy, analysis and the like.

9.2 The above-described reports shall be provided in writing or orally, as directed by the person requiring a work status report.

9.3 The FIRM, upon the request of the Town Manager, shall give to the Town Manager, for the TOWN'S permanent records, all original documentation, or, in the sole discretion of the Town Manager, copies thereof, filed in, or arising out of, the FIRM's performance of the Services. The FIRM shall otherwise maintain all original documentation, or copies thereof in the manner specified in subsection 8.4, for a period of three (3) years after the termination of this Agreement.

SECTION 10: INSURANCE

10.1 The FIRM shall secure and maintain, at no cost or expense to the TOWN, a professional liability insurance policy in a form acceptable to the TOWN, in the minimum amount of Two Million Dollars. This policy shall insure the FIRM against Actions, damages, and costs resulting from negligent acts, errors, and omissions in the work performed by the FIRM on and after the effective date of, and under the terms of, this Agreement. The FIRM may, at its election, obtain a policy containing a maximum \$100,000 deductible clause, but if so, the FIRM shall be liable, as stated above herein, to the extent of the deductible amount.

10.2 No later than the effective date of this Agreement, the FIRM shall furnish to the TOWN on a form or forms acceptable to the Town Manager, a Certificate of Insurance, and

amendment(s) thereto, fully executed by an insurance company or companies satisfactory to the TOWN, for the insurance policy or policies required in subsection 10.1, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

SECTION 11: INDEMNIFICATION

11.1. The FIRM shall indemnify, defend and hold harmless the TOWN, and its successors and assigns, from and against all actions (pending or threatened and whether at law or in equity) in any forum, liabilities, damages, losses, costs and expenses, including but not limited to reasonable attorneys' fees and other professionals' fees, resulting from (1) misconduct or negligent or wrongful acts (whether of commission or omission) of the FIRM or any of its members, directors, officers, shareholders, representatives, agents, servants, employees or other persons or entities under the supervision or control of the FIRM while rendering professional services to the TOWN under this Agreement, or (ii) any breach or non-performance by the FIRM of any representation, warranty, duty or obligation of the FIRM under this Agreement ((i) and (ii), each and collectively, the "Acts"). The FIRM shall use counsel acceptable to the TOWN in carrying out its obligations under this Section. The FIRM's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the proposal or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions or articles furnished or used in the performance of this Agreement.

11.2 The FIRM shall not use, raise or plead the defense of sovereign or governmental immunity in the adjustment or settlement of any claim against the FIRM arising out of the work performed under this Agreement, or as a defense in any claim, unless specifically authorized to do so in writing by the Town Manager.

SECTION 12: CHANGES TO THIS AGREEMENT

12.1 The terms of this Agreement may be amended only by mutual consent of the parties, effectuated by an Amendment in writing and executed by the parties to this Agreement and approved by the Town Manager. For purposes of this Section 12, an exchange of emails is not sufficient.

12.2 Any and all amendments, changes, extensions, revisions or discharges of this Agreement, in whole or in part, on one or more occasions, shall not be invalid or unenforceable due to lack of or insufficiency of consideration.

SECTION 13: REQUIRED PERSONNEL/OFFICE

13.1 On or before the effective date of this Agreement, the FIRM shall have secured, and shall maintain during the term of this Agreement, all at its sole cost and expense: (i) such appropriately skilled and competent personnel and supporting staff in adequate numbers; and, (ii) such equipment as reasonably necessary or appropriate to fully perform the Services to the satisfaction of the TOWN

13.2 The personnel shall not be employees of or have any contractual relationship with the TOWN.

13.3 All the Services shall be performed by the FIRM or under its supervision, and all personnel engaged in the Services shall be fully qualified and shall be authorized or permitted under State or local law to perform the applicable Services.

SECTION 14: CONFIDENTIALITY

All of the reports, information, data, and other papers and materials in whatever form prepared or assembled by the FIRM under this Agreement are confidential and may be privileged. The FIRM shall not make them available to any individual or organization without the prior written approval of the Town Manager. The Town Manager shall process any request for reports, information, data, and other papers and materials prepared by the FIRM in accordance with the provisions of the Connecticut Freedom of Information Act.

SECTION 15: MISCELLANEOUS

15.1 This Agreement, its terms and conditions and Claims arising therefrom shall be governed by Connecticut law, without regard to choice of law provisions.

15.2 The parties each bind themselves, their partners, successors, assigns, and legal representatives with respect to all covenants of this Agreement.

15.3 This Agreement incorporates all the understandings of the parties and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written, and no alteration, modification or interpretation of this Agreement shall be binding unless in writing and duly executed by the parties.

15.4 If any provision of this Agreement, or application to any party or circumstances, is held invalid by any court of competent jurisdiction, the balance of the provisions of this Agreement, or their application to any party or circumstances, shall not be affected, but only if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.

15.5 The waiver of a term or condition by the Town Manager shall not: (i) entitle the FIRM to any future waivers of the same or different terms or conditions; (ii) impose any duties, obligations or responsibilities on the TOWN, not already in the Agreement, as amended, modified or superseded; or (iii) subject the TOWN to any Claims.

15.6 References in the masculine gender shall also be construed to apply to the feminine and neuter genders, as the content requires.

15.7 Nothing in this Agreement shall be construed as a waiver or limitation of immunity of political subdivisions of the State of Connecticut by the TOWN.

15.8 Any notice required or permitted to be given under this Agreement shall be deemed to be given when hand delivered or one (1) business day after pickup by Federal Express, UPS or similar overnight express service, in either case addressed to the parties below:

If to FIRM:

NAME: KEVIN M. DENEEN, ESQ.
FIRM: O'MALLEY, DENEEN, LEARY, MESSINA & OSWECKI
ADDRESS: 20 Maple Avenue, P.O. Box 504
Windsor, CT 06095

TELEPHONE: (860) 688-8505
E-MAIL: kmdeneen@omalleydeneen.com

If to the TOWN, the Town Manager, as set forth in subsection 2.1, or in each case to such other address as either party may from time to time designate by giving notice in writing to the other party. Telephone and facsimile numbers are for informational purposes only. Effective notice will be deemed given only as provided above.

15.10 Where this Agreement provides that a decision, determination or act shall be at the direction of, to the satisfaction of, or by the Town Manager, or contains similar language, such decision, determination, act or discretion, as with all other acts and conduct of both parties in connection with this Agreement, shall be exercised reasonably and in good faith.

15.11 The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope of content of any of its provisions.

15.12 Time is of the essence in this Agreement.

15.13 If the performance of obligations under this Agreement are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the FIRM or the TOWN, then each party's obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement.

15.14 This Agreement may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

15.15 When this Agreement provides for written approval by the Town Manager, unless otherwise specified, an exchange of emails will satisfy this requirement. Actions required to be taken by the Town Manager may be taken by a designee of the Town Manager.

IN WITNESS WHEREOF, the parties have executed four (4) counterparts of this Agreement as of the day and year first above written.

FIRM: O'MALLEY, DENEEN, LEARY, MESSINA & OSWECKI

DATE

By: _____
KEVIN M. DENEEN, PARTNER
Duly Authorized

TOWN OF MANSFIELD

DATE

By: _____
MATTHEW W. HART
TOWN MANAGER

PAGE
BREAK



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager; Jennifer Kaufman, Natural Resources and Sustainability Coordinator; Linda Painter, Director of Planning and Development; and Curt Vincente, Director of Parks and Recreation
Date: November 23, 2015
Re: Open Space Acquisition, Meadowbrook Lane, LLC Property

Subject Matter/Background

In March 2015, the Town Council authorized staff to submit a grant to the CT Department of Energy and Environmental Protection's (CT DEEP) Open Space and Watershed Lands Protection Program to purchase a 61-acre parcel on Puddin Lane known as the Meadowbrook Lane LLC property (Parcel ID 33.97.3-39). In October 2015 the Town was awarded the grant.

The Meadowbrook Lane LLC property connects with Sawmill Brook Preserve and eventually leads to Joshua's Trust's Wolf Rock Preserve. All combined, the property abuts 223 acres of Town-owned and Joshua's Trust land, much of which is permanently preserved (see attached map). The Nipmuck Trail, one of the blue dot trails maintained by the CT Forest and Parks Association, has its southern trail head at the entrance to the property, with an informal parking area for 5-6 cars. The Nipmuck Trail is an official CT Greenway and passes through the subject property before continuing through a protected corridor to Wolf Rock Preserve and Crane Hill Road. The section of the Nipmuck that runs through the property is the last unprotected portion between Puddin Lane and Crane Hill Road.

The parcel was reviewed by the Open Space Preservation Committee on January 5, 2015. The committee recommends preservation of the Meadow Brook Lane LLC property to protect the following significant recreation, conservation and wildlife resources:

- Sawmill Brook watershed and tributary brook
- Part of a large interior forest tract
- Habitat for wildlife requiring interior forests
- Corridor for the Nipmuck Trail Greenway

The Conservation Commission and Parks Advisory Committee have also reviewed this property and are in full support of the proposed acquisition. The full Open Space Preservation Committee report and memos from the Parks Advisory Committee and Conservation Commission are attached.

Per the requirements of the grant, the Town obtained two appraisals for the property. One appraiser valued the property at \$360,000 and the other at \$375,000. Excerpts of the appraisals are attached and the full appraisal reports can be reviewed at www.mansfieldct.org/meadowbrooklane.

Based on the appraisals staff negotiated a price of \$375,000 for the property. If purchased, the Town will be reimbursed \$243,750 or 65% of the purchase price from CT DEEP. Based on guidance I received from the Town Council in executive session, I have executed the attached purchase and sale agreement. The purchase is contingent upon approval of the Town Council after a public hearing.

As of October 1, 2014, our Assessor estimates the full value of this property to be \$305,000. However, the property is currently in PA 490 and in 2014 the property was assessed at \$8,400 annually. Property taxes collected in 2014 totaled \$234.78

Staff has contacted both Joshua's Trust and CT Forest and Parks Association (CFPA) to request that they consider making a financial contribution to the purchase of this property. The CFPA board of directors is meeting to consider this issue on December 18, 2015.

Financial Impact

The cost of the Town's portion of the property acquisition (\$131,250) would be financed through the Town's existing Open Space Acquisition Fund, which has a current balance of \$1,091,672. If the Town acquires the property, it would be responsible for preparing an A-2 survey. Costs for this survey are estimated at \$15,000 and would also be funded from the Town's Open Space Acquisition Fund. In addition, the Town would need to make some parking area improvements and purchase a park sign; these costs are estimated at \$7,500. Typical stewardship costs for a nature-based park are approximately \$1,500 per year. Some of these annual management costs will be shared with the CT Forest and Parks Association, the organization that is responsible for maintaining the Nipmuck Trail.

Recommendation

In order to proceed with the acquisition, staff recommends that the Town Council schedule a public hearing for its December 14, 2015 meeting and refer this item to the Planning and Zoning Commission for review pursuant to section 8-24 of the Connecticut General Statutes.

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

Move, to schedule a public hearing for 7:30 p.m. at the Town Council's regular meeting on December 14, 2015 to solicit public comment on the proposed acquisition of the 61-acre parcel on Puddin Lane known as the Meadowbrook Lane LLC property (Parcel ID 33.97.3-39) and to refer the acquisition to the Planning and Zoning Commission for review pursuant to section 8-24 of the Connecticut General Statutes.

Attachments

- 1) Purchase and Sale Agreement
- 2) Open Space Preservation Committee Report
- 3) Map of Meadowbrook Lane LLC Property
- 4) Grant Award Letter
- 5) Planning, Acquisition, and Management Guidelines for Mansfield Open Space, Park, Recreation, Agricultural Properties and Conservation Easements

CONTRACT OF PURCHASE AND SALE

THIS AGREEMENT, made this 18th of November, 2015, between **TOWN OF MANSFIELD** (hereinafter "BUYER") a municipal corporation organized and existing pursuant to the laws of the State of Connecticut, and **Meadowbrook Lane LLC** a Connecticut Limited Liability Company with its office at 25 Church Street, P.O. Box 44 Willimantic Connecticut(hereinafter "SELLER")

Subject to the terms and conditions hereof, the Seller agree to sell and convey and the Buyer agrees to purchase the real estate with all the improvements if any located thereon, situated in the Town of Mansfield, County of Tolland and State of Connecticut, consisting of approximately 61 acres of land with approximately 390 feet of frontage on Puddin Lane, south of the land owned by the Town of Mansfield known as Sawmill Brook Preserve, and being shown on the Assessor's Maps as Map 33, Block 97, Lot 3-39 (hereinafter "Premises").

FIXTURES AND PERSONAL PROPERTY - None

PRICE

The purchase price is THREE HUNDRED AND SEVENTY FIVE THOUSAND AND 00/100 DOLLARS (\$375, 000.00) DOLLARS which shall be payable as follows:

(a) A deposit of FIVE HUNDRED (\$500.00) DOLLARS which deposit shall be held in escrow without interest by Buyer's attorney until the transfer of title;

(b) Payment of an additional THREE HUNDRED AND SEVENTY FOUR THOUSAND FIVE HUNDRED (\$374,500.00) DOLLARS at the closing.

MORTGAGE CONTINGENCY: None.

DEED

The deed shall be a Connecticut form of Warranty Deed, in proper form to convey marketable title, and shall be delivered to the Buyer at the closing together with the necessary amount of the Connecticut real estate conveyance tax, if any. Seller shall also provide such title affidavits, lien releases, etc. as may be reasonably required by any title insurance company issuing a title policy regarding the Premises. When conveyed the premises shall be free of all encumbrances, except as follows:

- (a) Any and all provisions of any ordinance, governmental regulation, public or private law, including any applicable building and zoning laws in effect;
- (b) Current real estate taxes which shall be adjusted between the parties as hereinafter provided;
- (c) Any liens for municipal betterments assessed after date of this agreement;
- (d) Easements, liens, restrictions, covenants, declarations, encroachments or matters of record;
- (e) Any state of facts an accurate survey or personal inspection of property might reveal.
- (f) The deed shall contain a restriction that the Grantee its successors and assigns shall hold use and keep the Property in its natural and open condition for the purposes of conservation and open space, and to be used by the general public as natural open space recreation. The Grantor understands and agrees that the Grantee will be granting a permanent conservation easement to the State of Connecticut which easement shall, when granted and recorded, satisfy this condition in the deed.

CLOSING DATE

The closing shall take place at the offices of the Buyer on or before March 1, 2016. In the

event that a closing has not occurred on or before March 1, 2016, this Agreement shall terminate unless otherwise extended by mutual agreement of the parties. In such event, any deposit paid hereunder shall be returned to Buyer and each party shall be relieved of any obligation to the other pursuant to this Agreement.

DEFECTS IN TITLE

Buyer shall have the right to search and inspect the record title to the Premises. If the Seller shall be unable to convey the required marketable title to the Buyer by the closing date, Sellers shall have a period of thirty (30) days after notice of any defect in the title to cure any defects in title and within five (5) days after the correction thereof or the closing date, whichever is later, the Buyer shall purchase the premises as herein provided, If the Sellers cannot cure any defects in title within said thirty (30) day period, the Buyer shall, within fifteen (15) days thereafter, have the option either to accept such title as the Sellers can convey and purchase the premises as herein provided or to rescind this contract. If the Buyer rescinds, all sums advanced hereunder shall be returned to the Buyer, without interest thereon, and upon receipt of such payments, this contract shall terminate and each party hereto shall be forever released and discharged of all further claims and obligations hereunder. The "Standards of Title" as published by the Connecticut Bar Association shall control any questions relating to defects in title to the premises.

ADJUSTMENTS

At the time of closing real estate taxes shall be adjusted and apportioned in cash between Buyer and Sellers in accordance with the standard practice of the Bar Association where the property is located.

OCCUPANCY

Seller shall deliver occupancy to Buyer at the closing, the Premises being in the same state and conditions as it is as of the date of this Agreement.

RISK OF LOSS

Risk of loss or damages to the Premises shall be upon Seller until the closing.

PROPERTY DISCLOSURE REPORT – N/A

DAMAGE FOR DEFAULT

In the event that the Buyer shall fail to make the payment required hereon or shall in any way be in default of the performance of the terms hereof, the Seller shall have the option of terminating this Agreement and in such event all sums paid hereunder by the Buyer shall be retained by the Sellers as liquidated damages. In the event that the Seller shall in any way be in default of the performance of the terms hereof, the Buyer shall be entitled to return of its deposit or may bring an action for specific performance of this Agreement, in its sole discretion.

CONDITION OF PROPERTY

Buyer acknowledges that Buyer is relying on its own examination and inspection of the physical condition of the Property and all matters relating thereto, including without limitation, matters with respect to taxes, permissible uses, zoning, covenants, conditions and restrictions and all other matters bearing upon the value of the Property and the suitability of the Property for Buyer's purposes, and except as expressly set forth in this Agreement, that Buyer is not relying on any representations of Seller or Seller's agents, and Buyer expressly waives any claim that is based upon an alleged representation of Seller or Seller's agents, and Buyer shall accept the Property in its "as is" condition at closing. Except as expressly set forth in this Agreement,

Buyer shall assume, as of closing, the responsibility for, and risk of, all defects and conditions of the Property, including any defects and conditions that cannot be observed by casual inspection.

Buyer has the right to have the inspections below performed on the Property. Buyer must arrange and pay for all tests and inspections. Buyer must give Seller written notice of any inspection that does not meet the standards set forth below, together with a copy of all the inspection reports, on or before thirty (30) days following the execution of this contract by Buyer and Seller as set forth below. Seller hereby grants Buyer, its agents, employees and contractors, access to the Premises for the purpose of conducting said inspections. If Buyer does not give Seller such notice, Seller shall have no responsibility or obligation concerning any condition to which this paragraph applies.

If an inspection report given by Buyer to Seller on or before 30 days from the execution date reveals that the Property does not meet the terms set forth below, and Seller and Buyer cannot reach a mutually satisfactory agreement to meet such terms, then Buyer or Seller may terminate this Agreement by giving the other written notice of termination. If Buyer or Seller terminates this Contract pursuant to their rights under this paragraph, Buyer shall receive all deposited sums and the obligations of the parties under this contract shall end.

REAL ESTATE BROKER

The Buyer and Seller represent each to the other that neither Buyer nor Seller has engaged the services of a real estate broker. In the event that any real estate broker claims a commission from either party on account of having dealt with the other party, the party which is found to have dealt with the real estate broker shall hold the other party harmless from all costs, expenses and attorney's fees incurred by such party in resisting or defending such claims and such party shall

pay any judgment rendered against the non-culpable party on account of such commission claim.

DEFINITIONS

References in this instrument to the masculine or feminine gender shall, where appropriate, include the opposite or neuter gender. References to the plural shall, where appropriate, include the singular and references to the singular shall, where appropriate, include the plural.

BINDING EFFECT

The terms and conditions hereof set forth shall be binding upon and inure to the benefit of, the respective parties hereto as well as upon their heirs, executors and administrators.

SURVIVAL OF TERMS

Where applicable, all the terms and conditions and agreements contained herein shall survive the passage of title from Sellers to Buyer.

CONTINGENCIES

1. This Agreement is subject to the approval (including but not limited to approval of the Town Council after a public hearing and the Planning and Zoning Commission pursuant to the Connecticut General Statutes) of Buyer, and is subject to the requirements of the Town of Mansfield Charter and the statutes of the State of Connecticut. Said approvals shall be obtained on or before the closing of title. In the event that Buyer fails to obtain said approval within said time period, the parties may mutually agree to extend the approval period, or in the event that they do not so agree, this Agreement may be terminated by either party and shall render the Agreement null and void and all deposits shall be

returned to Buyer.

2. Subject to approval of and the conditions of the CT Department of Energy and Environmental Protection Open Space and Watershed Grant Program and receipt of the appropriate funding from said program.

RECORDING

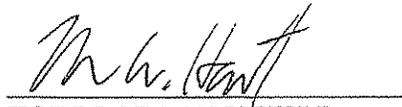
Buyer agrees that he shall not record this Agreement in the Land Records of the Town of Mansfield. In the event Buyer violates this provision and does record this Agreement, the act of such recording shall be deemed to be a default hereunder and shall render this contract terminated and null and void at the option of the Seller.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on the 18th day of November 2015.

SELLER:


MEADOWBROOK LANE, LLC
Giacomo J. Guarnaccia, Manager

BUYER:


TOWN OF MANSFIELD
MATTHEW W. HART
TOWN MANAGER

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Memo

To: Town Council
From: Open Space Preservation Committee
Date: January 7, 2015
Re: Meadow Brook Lane LLC Property, Puddin Lane (Parcel ID 33.97.3-39)

At its meeting of January 5, 2015 the Open Space Preservation Committee reviewed the Meadowbrook Lane LLC Property.

Description

The proposed area for preservation is a 61-acre property with approximately 395 feet of frontage on Puddin Lane (Parcel ID 33.97.3-39). The property slopes down to Sawmill Brook, which forms the eastern boundary. A seasonal brook bisects the property. West of the brook lie irregular ridges. East of this brook, a relatively flat area extends to Sawmill Brook. The property appears to have been logged about 30 years ago, and is currently forested in second growth oak, hickory, and beech trees. There are no major invasive plant infestations. Abutting on the north side is Town-owned land (Sawmill Brook Preserve) and Joshua's Trust Land (Wolf Rock Preserve).

Town Plan Criteria

The property meets the following criteria in the 2006 Town Plan of Conservation and Development. These criteria are consistent with the Open Space Acquisition Criteria in the Public Hearing Draft of the Mansfield Tomorrow Plan of Conservation and Development.

Significant Conservation and Wildlife Resources

A section of Sawmill Brook, which forms the property's east boundary, has a series of islands, cascades, and pools, which offer a scenic setting and possible habitat for native brook trout.

Wildlife Habitat

The property is part of a large forest tract and provides habitat for interior forest wildlife

Forestry Land

The property is in an area designated as a priority interior forest tract. A large part of this forest tract has already been preserved (see map). This is a potential for future timber harvests in 20 to 30 years.

Surface Water Resource

This property contains a significant portion of the Sawmill Brook watershed, between Puddin Lane and Crane Hill Road, and a tributary brook crosses the property. Portions of Sawmill Brook are already protected.

Connections

The Nipmuck Trail, one of the blue dot trails maintained by the CT Forest and Parks Association, has its southern trail head at the entrance to the property, with an informal parking area for 5-6 cars. This trail is an official CT Greenway. The trail passes through the subject property before continuing through a protected corridor to Wolf Rock Preserve and Crane Hill Road. The section of the trail that runs through the property is the last unprotected portion between Puddin Lane and Crane Hill Road. The Trail currently follows the west boundary of this property near homes on Jacobs Hill Road. Preserving this property would make it possible to move the trail away from these houses. Note that there is a white dot trail connecting the Nipmuck Trail to the end of Jacobs Hill Road.

Recommendation

The Open Space Preservation Committee recommends that the Town Council consider preservation of the Meadow Brook Lane LLC property to protect the following significant recreation, conservation and wildlife resources:

- Sawmill Brook watershed and tributary brook
- Part of a large interior forest tract
- Habitat for wildlife requiring interior forests
- Corridor for the Nipmuck Trail Greenway

Potential Improvements

The CT Forest and Parks Association maintains the Nipmuck Trail but the Town should consider minimal widening of the parking area to provide for safer (not more) parking access.

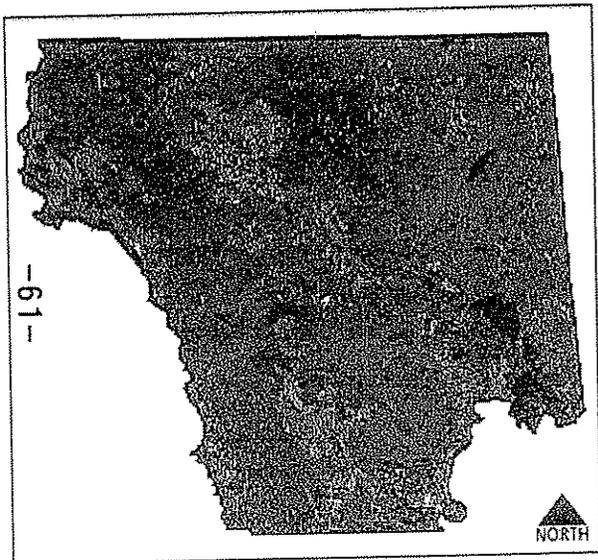
Potential Cost Sharing

The property would meet the requirement for a CT DEEP Open Space and Watershed Land Acquisition Grant matching grant (up to 65% cost share).

Partners

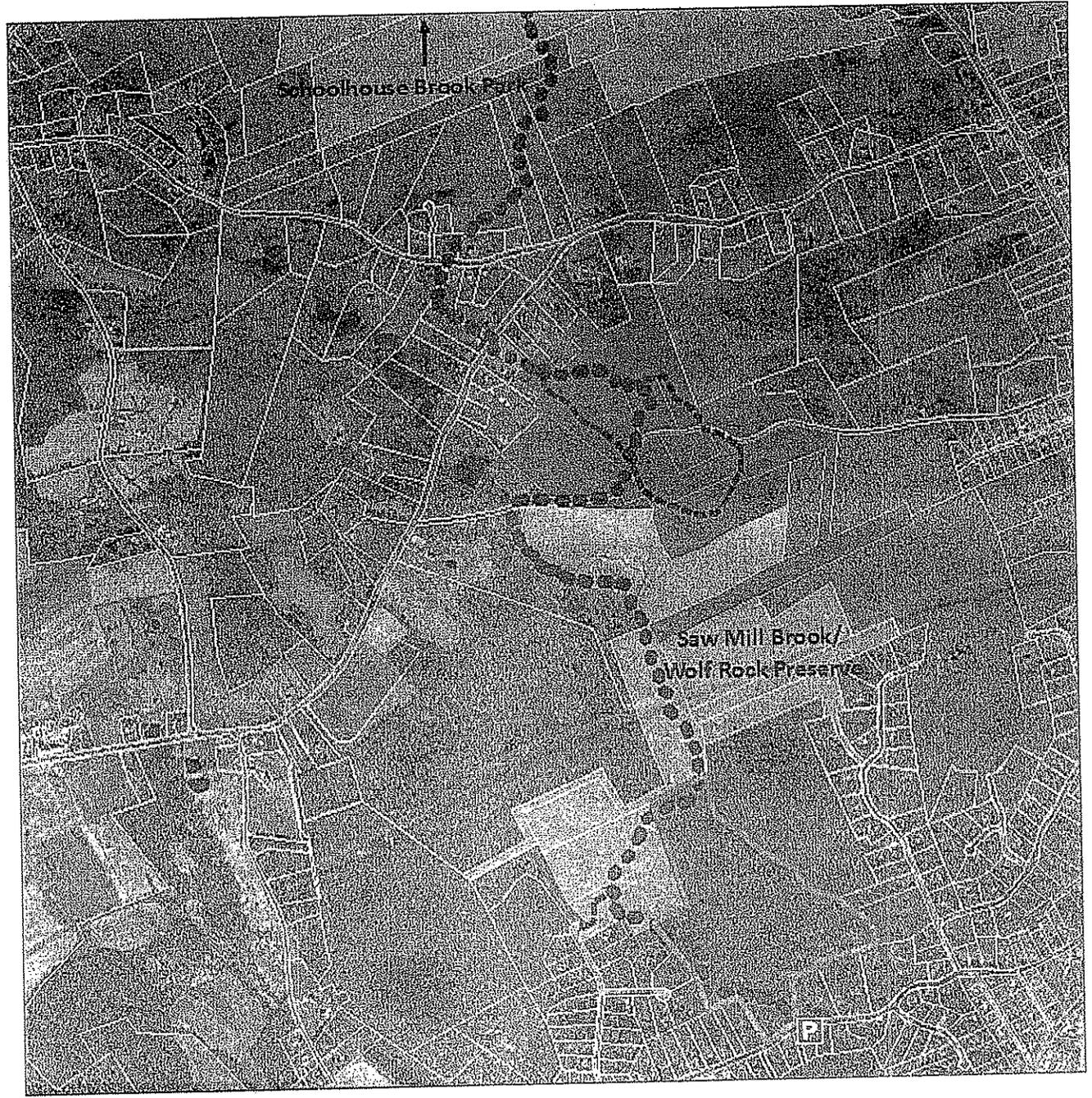
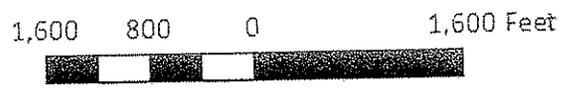
Staff has contacted both Joshua's Trust and CT Forest and Parks Association to request that they consider making a financial contribution to the purchase of this property.

Meadowbrook Lane LLC Property
Trails and Continuous Open Space
Parcel 33.97.3-39
Puddin Lane
Mansfield, CT
February 25, 2015



-  Subject Property
-  Town of Mansfield
-  Joshua's Trust
-  Nipmuck Trail
-  Joshua's Trust Trail
-  Parking

Source: Town of Mansfield





Dannel P. Malloy

GOVERNOR
STATE OF CONNECTICUT

October 16, 2015

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

Dear Mr. Hart:

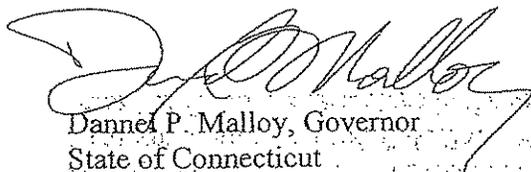
We are pleased to inform you that your proposed acquisition of the Meadowbrook Lane in the Town of Mansfield was approved for funding under the State of Connecticut's Open Space and Watershed Land Acquisition Program.

The Open Space and Watershed Land Acquisition Program is administered by the Department of Energy and Environmental Protection (DEEP). Your application has been reviewed and approved for an amount not to exceed \$243,750. You will receive written instructions and background materials from DEEP on the next steps in the grant award process shortly.

The final grant award will be based on verification of all material facts contained in the grant application and execution of an Open Space and Watershed Land Acquisition Grant Agreement, containing such terms as are acceptable to the Commissioner, in his sole discretion, and which conform to requirements of Section 7-131d of the General Statutes.

We look forward to partnering with you to preserve this important and valuable open space parcel. The Open Space and Watershed Land Acquisition Program ensures that the quality of life and natural resources we all enjoy will be protected now and for future generations. If you have any questions, please call David Stygar at the DEEP Office of Constituent Affairs/Land Management at (860) 424-3016.

Sincerely,



Dannel P. Malloy, Governor
State of Connecticut



Robert J. Klée, Commissioner
Department of Energy & Environmental Protection

Planning, Acquisition, and Management Guidelines for Mansfield Open Space, Park, Recreation, Agricultural Properties and Conservation Easements

(Approved by Mansfield Town Council Nov. 13, 1995, revisions approved Aug. 25, 1997 and August 24, 2009)

Background

This document serves to guide the Town of Mansfield as it plans, acquires and manages the following:

- Open space, park, and recreation areas
- Agricultural properties
- Open space acquired as a result of subdivision, as appropriate
- Conservation easements

I Planning

- A. The Planning and Zoning Commission (PZC) has a statutory responsibility to periodically review and update the Town's Plan of Conservation and Development (POCD), including open space, recreation and agricultural elements. Appendix J of the 2006 POCD contains a listing of Significant Conservation and Wildlife Resources. Appendix K contains the Open Space Acquisition Priority Criteria. These pertinent sections of the POCD are contained in **Attachment A**.
- B. The Town Council, Conservation Commission, Agriculture Committee, Open Space Preservation Committee, Parks Advisory Committee, Recreation Advisory Committee, Historical Society, various staff members and the public shall directly assist the PZC with its review and updating of the POCD. Interim studies and reports shall be encouraged on specific areas of Town and on various aspects of local goals to promote recreational opportunities and to protect and enhance valuable natural, agricultural or historic resources.
- C. The PZC and Inland Wetland Agency periodically shall review and update land use regulations to help implement community goals and objectives regarding the protection and enhancement of natural, agricultural, historic and recreational resources.
- D. The Town Council shall consider on an annual basis the allocation of funds and taxation policies to help implement community goals regarding the protection and enhancement of natural, agricultural, historic and recreational resources.

II Acquisition

- A. Planning and Zoning Commission/Inland Wetlands Agency (IWA) Application/Approval Process

The Town Manager is authorized to receive for the Town any open space/conservation easement acquisition approved by the PZC/IWA application process. However, in the event that the Town Council disagrees with PZC/IWA recommendation for the proposed acquisition, the Town Manager is not authorized to accept the acquisition without specific Town Council authorization. Before acting however, the Town Council will provide PZC/IWA the opportunity to justify their recommendation.

1. The procedure for reviewing open space/conservation easement acquisitions associated with the PZC application/approval process is detailed below.
2. Proposed open space/conservation easements associated with the PZC application/approval process shall be referred for comment to the Open Space Preservation Committee, the Town Council, the Conservation Commission, and as appropriate, the Parks Advisory Committee, the Recreation Advisory Committee, and the Agriculture Committee.
3. Proposed open space/conservation easements associated with the PZC application/approval process shall be evaluated by taking into account site and neighborhood characteristics, the proposed development layout, natural, historic, cultural and scenic resource information, and priority criteria contained in Mansfield's POCD and regulatory provisions.
4. Comments from committees shall be forwarded to the PZC/IWA and the Town Council. As deemed necessary, the PZC/IWA and/or the Town Council may obtain expert advice to address management concerns and potential liabilities.
5. Any Town Council comments or recommendations, including any obtained expert advice, shall be forwarded to PZC/IWA in association with the application review process.
6. If a public hearing is held as part of the PZC/IWA application process, committee and Town Council comments shall be submitted prior to the close of the public hearing.

B. Other potential open space acquisitions

1. Step I-Committee Reviews

In response to a Town Council or staff referral or a committee initiative, the Open Space Preservation Committee shall conduct preliminary reviews of potential acquisitions and/or conservation easements. Potential acquisitions shall be evaluated based on resource information and priority criteria contained in Mansfield's POCD. As deemed appropriate, property owners shall be contacted, sites shall be visited and the Town's other land use commissions and committees shall be consulted. Available properties worthy of further consideration shall be referred to the Town Council with a background report. Said report shall identify important site characteristics and potential benefits. In addition, potential liabilities and management concerns, including anticipated maintenance and improvement costs, shall be noted.

2. Step II-Town Council Review

The Town Council shall review the Open Space Preservation Committee report. In instances where deemed necessary to maintain the confidentiality of the transaction, the Open Space Preservation Committee report shall be discussed in executive session. As deemed appropriate, the Town Council shall take a field trip to the site. Where multiple properties are being reviewed, the Town Council may schedule a meeting (in executive session when necessary) with the Open Space Preservation Committee to consider priorities.

3.. Step III-Negotiations, Grant Applications

After evaluation of site characteristics, potential benefits and management needs, the Town Council shall authorize the Town Manager to begin preliminary negotiations with property owners of land deemed suitable for further consideration. If appropriate, and if grant funds are available, the Town Manager shall direct staff to complete a grant application to subsidize the purchase of the identified property.

4. Step IV-Appraisals, Consultants

Depending on preliminary negotiations, the Town Council may authorize the Town Manager to hire a real estate appraiser to prepare an opinion of value or appraisal report for potential properties or portions of said property. In addition, the Town Council may authorize the Town Manager to retain other expert advice to inform the Council on other management concerns and/or potential liabilities.

5. Step V-Purchase Agreements

Subject to Town Council authorization, the Town Manager may negotiate and execute purchase agreements for potential acquisitions. Said purchase agreements shall be conditional upon final approval by the Town Council, following a Public Hearing. As appropriate, the Town Manager may utilize specialists, such as the Trust for Public Land, to negotiate and facilitate agreements.

6. Step VI-Public Hearing

The Town Council shall hold a Public Hearing to receive public comment regarding a proposed purchase. Prior to the Public Hearing, neighboring property owners shall be notified by staff and, in situations where a referral has not yet taken place, the proposed purchase shall be referred to the PZC pursuant to Section 8-24 C.G.S.

7.. Step VII-Town Council Vote

Following the Public Hearing, the Town Council shall vote on whether to acquire the subject property.

8 Step VIII-Property Preparation

After the Town Council votes to acquire the property, and before a management plan is approved, Town Staff, relevant committee members and other volunteers shall take appropriate steps to prepare the property for Town ownership. These steps may include, but are not limited to:

- Gathering information from abutters regarding management issues/concerns
- Creating safe access
- Surveying land and marking boundaries, if appropriate
- Developing a map including boundary information, existing notable features such as trails, waterways, buildings and vistas

C. Sale of Town-owned Properties

In general, it is the Town's policy not to sell land or conservation restrictions acquired by the Town through purchase, donation or as a result of a PZC/IWA subdivision application process. In some instances, a deed restriction may prevent the Town from selling Town-owned land. In the unusual instances where Town lands and easements may be transferred to private ownership, clear benefit to the Town must be demonstrated. In these instances, the Town Council shall refer the property to PZC pursuant to Section 8-24 of the Connecticut General Statutes, and hold a Public Hearing to receive public comment regarding the proposed sale. In addition, staff shall notify neighboring property owners of the proposed sale.

D. Leasing of Town-owned Properties

1. **Agricultural Land**

The policy goals of the Town 2006 POCD encourage sustainable agricultural land use, and the conservation and preservation of Mansfield's agricultural resources (p.4). For this reason, when the Town acquires farmland or land with prime agriculture soils, it is Town policy that this land be actively farmed. When the Town initiates an agricultural lease of Town property, there shall be a formal "Request for Agricultural Services." The Town shall publish a legal notice requesting sealed proposals no less than 10 days prior to the date the proposals are due. The Town Manager, with advice from the Agriculture Committee, shall be responsible for selecting the services rendered and for monitoring the leases. A sample lease for Town-owned agricultural land is contained as **Attachment B**.

2. **Other Land**

In instances where an individual requests to lease Town-owned property, this request shall be referred to the Open Space Preservation Committee and any other relevant committee to review. In general, it is the Town's policy to lease only Town-owned agricultural lands. In the rare instance when the Town agrees to lease other Town-owned land to a private party, clear benefit to the Town must be demonstrated. In these instances, the Town Council shall refer the property to PZC pursuant to Section 8-24 of the Connecticut General Statutes, and hold a Public Hearing to receive public comment regarding the proposed lease. In addition, staff shall notify neighboring property owners of the proposed lease.

III Managing Town Parks, Preserves, Open Space and Agricultural Land

A. Step I-Management Plan Assignments

The Town Manager, with the advice of committees and Town staff, shall assign the support role of a draft management plan to the appropriate Town staff, with input from appropriate committees.

As a general rule, the preparation of a draft management plan shall be a coordinated effort involving the Conservation Commission, Agriculture Committee, Parks Advisory Committee, Recreation Advisory Committee, Open Space Preservation Committee, Town staff, and, as appropriate, the PZC, Inland Wetland Agency and Beautification Committee. Responsibility for preparing a written draft management plan will be as follows:

- 1) The Conservation Commission shall provide input for draft management plans for undeveloped open space areas;
- 2) The Agriculture Committee shall provide input for draft management plans for properties with existing or proposed agricultural or horticultural uses;
- 3) The Parks Advisory Committee shall provide input for draft management plans for existing or proposed park areas with trails, community gardens or other recreational facilities;
- 4) The Recreation Advisory Committee shall provide input for draft management plans for properties with existing or proposed playgrounds or athletic fields.
- 5) The Open Space Preservation Committee shall provide input for draft management plans for properties with special characteristics reviewed during the acquisition process.

B. Step II-Drafting the Management Plan

1) Format

Management plans shall be prepared utilizing the general format contained in **Attachment C**. Each plan shall summarize the information gathered and presented during the acquisition process. In addition, the management plan shall document important site characteristics, concerns, and goals for the use of the property as well as recommended management and monitoring actions.

2) Invasive Species

Pursuant to Mansfield's Non-Native Invasive Species Policy (included as **Attachment D**) adopted on the staff level after briefing the Town Council at their 11/22/04 meeting, management plans shall include the development and implementation of an invasives control plan and prohibit the use of species banned by Public Act 04-203 of the State of Connecticut, with any subsequent revisions.

3) Fiscal Notes and Budget Considerations

Fiscal notes estimating the costs associated with managing the property shall be included as an attachment to the management plan. These fiscal notes shall serve to guide the Town

Council and committee members as to *estimated* projected costs associated with implementing the management plan. More precise cost estimates shall be prepared annually for budget consideration by the Town Manager and Town Council as part of the annual Capitol Improvement Budget. When available, sources of grant assistance shall be investigated and grant applications shall be prepared by staff to implement goals and objectives stated in the management plan.

4) Naming the Property

The proposed name of the property shall be included in the draft management plan. In general, the Town of Mansfield shall name properties after a significant natural or historic feature. In some instances, it shall be deemed appropriate by the advisory committees, the Town Council, the PZC or staff to name a property in a different manner. Naming of properties after a person shall be limited to those properties that have been donated to the Town or made a specific condition of acquisition. In all cases, the Town Council, with advice from advisory committees and the PZC, shall make the final decision regarding the name of the property.

C. Step III-Staff and Committee Review

Staff shall provide comment and circulate the draft management plan to appropriate committees for final review before an abutters' review and public comment.

D. Step IV-Abutters' Review

After the preparation of a draft management plan or significant changes in a plan, the responsible staff member or committee member shall notify abutting property owners and schedule an abutters' meeting to provide opportunity for neighborhood comment.

E. Step V-Town Council Review

The Town Council shall review draft management plans or significant changes in a plan and, as deemed appropriate obtain additional information from the Town's various land use commissions/committees and staff. The Town Council may choose to hold a Public Hearing to receive public input to the plan.

F. Step VI-Town Council Approval

The Town Council shall approve a new management plan or significant changes to an existing plan for Town-owned properties.

G. Step VII-Implementation

Implementing management plans shall be a coordinated effort among Town staff, advisory committee members, and volunteer stewards. Implementation shall be coordinated through the Parks and Recreation Department but may include staff from various other Town departments including the Department of Public Works, Planning Department, etc.

Plan implementation may include but will not be limited to:

- Structural improvements for public access and safety (such as establishing a parking area, constructing trails, improving wheelchair accessibility)
- Ecological management (such as inventorying natural resources, managing and controlling invasive species, encouraging native habitats, improving wildlife habitat)
- Maintenance of parking areas, signage, and boundary markers
- Monitoring of plan goals and objectives to ensure effective implementation
- Public outreach including public information and interpretive guides and maps, and use for education and research

H. Step VIII-Monitoring

Site conditions, including any new improvements, shall be monitored in accordance with the schedule established in the approved management plan by staff or appropriate volunteers. Any problems or issues uncovered shall be reviewed by staff and the commission /committee members that assisted in the preparation of the management plan. As appropriate, problems or issues shall be referred to the Town Council.

I. Step IX-Management Plan Update

The management plan(s) shall be updated as per the approved schedule or as often as deemed necessary by the Town Council or by the commissions/committees.

IV Management of Conservation or Agricultural Easements

A specific management plan is not needed for conservation or agricultural easements unless public access, trails or other municipal interests not adequately addressed in the easement are involved. If a management plan is appropriate, a draft shall be prepared, using the steps detailed in Section III of these guidelines. The Conservation Commission, with staff assistance, shall be responsible for periodically monitoring Mansfield's existing Conservation Easements. **Attachment E** contains a Conservation Easement Abstract and Monitoring/Inspection Form. The Agriculture Committee, with staff assistance, shall be responsible for periodically monitoring any agricultural easements.

Problems or issues uncovered shall be reviewed with staff. As appropriate, problems or issues shall be referred to the Town Council, PZC, or Inland Wetland Agency, depending on the specific easement document.

Attachment A
Pertinent Documents from the 2006 POCD

APPENDIX K-OPEN SPACE ACQUISITION PRIORITY CRITERIA

The following open space acquisition criteria, are provided to assist in the evaluation of potential sites for additional preserved open space. All open space acquisition decisions should be based on a comprehensive review of specific site characteristics, information contained or referenced in this Plan and information obtained through an active public notice and review process. The listed criteria are not weighted to help establish priorities, but in general, sites that address multiple primary categories or that would be of town-wide significance in addressing a goal or objective of this Plan would have a higher priority than sites that address fewer primary categories or do not have Townwide significance. It also is noted that land availability, acquisition costs and budgetary priorities will also significantly influence open space acquisition decisions.

1. Identified or specifically referenced as a potential conservation, preservation or recreational area within Mansfield's Plan of Conservation and Development, the WINCOG Regional Land Use Plan or the Connecticut Policies Plan for Conservation and Development
 - Identified as a potential conservation area on Map 21
 - Identified as within one of Mansfield's significant conservation and wildlife resource areas in Appendix J
2. Conserves or preserves historic or archaeological resources
 - Site is located within or adjacent to a Plan-identified village area (see Map #5)
 - Site contains historic structures, sites or features including, but not limited to mill sites, cemeteries, foundations, stone walls (see Map 2)
 - Site is a recorded archaeological site
3. Conserves, preserves or protects notable wildlife habitats and/or plant communities
 - Site includes species listed by State or Federal agencies as endangered, threatened or of special concern (see Map #11 for DEP Natural Diversity Data Base data)
 - Site contains or helps protect vernal pools, marshes, cedar swamps, grasslands, waterbodies or other notable plant or animal habitats
 - Site is within a designated large contiguous interior forest area (see Map #11)
 - Site includes a diversity of habitats
4. Conserves, preserves or protects important surface or groundwater resources
 - Site is located within or proximate to a State-designated wellfield aquifer area, potential stratified drift wellfield area or existing public water supply well
 - Site is proximate to the Willimantic Reservoir or tributary watercourses and waterbodies
 - Site contains or is adjacent to significant wetlands, watercourses or waterbodies and acquisition will significantly help to protect the water resource
 - Site contains a flood hazard area
5. Conserves, preserves or protects agricultural or forestry land
 - Site contains prime agricultural soils or agricultural soils of State-wide significance, (particularly important when in association with an existing agricultural use)

2006 MANSFIELD PLAN OF CONSERVATION AND DEVELOPMENT

Effective Date: April 15, 2006

Adopted by Mansfield Planning and Zoning Commission: January 17, 2006

Endorsed by Mansfield Town Council: January 9, 2006

- Site is located within an existing agricultural area such as the area in southwestern Mansfield along Mansfield City Road, Stearns Road, Browns Road, Crane Hill Road and Pleasant Valley Road
 - Site contains prime forestry soils (particularly important when located within a large contiguous interior forest area or within a site implementing a long-term forest management plan)
 - Site would provide a significant buffer for an existing agricultural use
6. Conserves, preserves or protects important scenic resources
- Site contains scenic overlooks, ridgelines, open fields, meadows, river valleys and other areas or features of particular scenic importance. (Information contained on Map 12 should be utilized in considering relative scenic importance.)
 - Site contains significant roadside features such as specimen trees and noteworthy stone walls
 - Site abuts a Town-designated Scenic Road
 - Site is visible from existing roadways, trails and/or readily accessible public spaces
 - Site contributes to the scenic quality of one of Mansfield's historic village areas
7. Creates or enhances connections
- Site is located along the Willimantic River, the Nipmuck Trail or other State-recognized greenway or a potential town-wide or multi-town greenway or trail system
 - Site would expand an existing park or preserved open space area and contribute to a continuous area of open space, protect a wildlife corridor, and/or provide a new trail access between open space properties or from existing roads or subdivisions to open space properties)
 - Site would provide a new linkage from an existing or proposed residential neighborhood to an open space/park area, school or commercial area
 - Site provides a buffer area for existing trails
8. Creates or enhances recreational opportunity
- Site is physically suitable for future ballfields and other active recreational use
 - Site abuts an existing school, playground or active recreational site
 - Site provides new boating or fishing access to the Willimantic River or other significant watercourses or waterbodies
 - Site abuts or is within the watershed of existing outdoor public swimming site, such as Bicentennial Pond in Schoolhouse Brook Park
 - Site is located within or proximate to existing areas of higher-density/residential development

Attachment B
Sample Lease for Agriculture Land

LEASE AGREEMENT

Made the day of 2005, between the Town of Mansfield, acting herein by Matthew W. Hart, its Town Manager, a municipal corporation located in the County of Tolland, State of Connecticut, hereinafter referred to as "Lessor," and [insert name of farmer], hereinafter referred to as "Lessee".

WITNESSETH

That the said Lessor, for and in consideration of the covenants hereinafter reserved and contained, and to be kept and fulfilled on the part of said Lessee, has let and by these presents does grant, demise and farm let unto said Lessee for an initial sixty (60) month term or five (5) planting seasons.

AND IT IS FURTHER AGREED that if Lessee is found to be in default of any of the covenants herein contained, Lessor shall cause written notice of said default to be sent, by Certified Mail, to Lessee. In the event Lessee takes no steps to cure said default within fifteen (15) days after mailing of said notice, then it shall be lawful for Lessor, without further notice to re-enter and take possession of said leased premises, and such re-entry and taking possession shall end and terminate this lease.

AND THE SAID LESSEE does hereby further agree to comply with and conform to all the laws of the State of Connecticut, and the by-laws, rules, and regulations of the Town of Mansfield within which the premises hereby leased are situated, relating to health, nuisance, fire, highways, and sidewalks, so far as the premises hereby leased are, or may be, concerned, and to save the Lessor harmless from all fines, penalties, and costs for violation of, or non-compliance with, the same.

THE LESSEE will maintain the fields in good agricultural condition and will mow the field at least once a year.

THE LESSEE will submit by November 30 of each year a form enclosed in Attachment B to:

The Mansfield Parks Coordinator
Parks and Recreation
10 South Eagleville Rd.
Storrs, CT 06268
860-429-3015x110
860-429-9773 (FAX)

Any restricted use pesticide must be applied by a licensed applicator. The plan will conform to agricultural practices recommended by the CT Cooperative Extension System or a comparable advisor.

The LESSEE agrees to refrain from the long-term storage of manure on the site. The temporary storage of hay is allowed until November 1 of each year.

THE LESSEE shall not cut, other than pruning, destroy or remove any trees without the consent of the Town of Mansfield, said consent to be in writing, and not unreasonably withheld; nor introduce farm or domestic animals; nor install any fencing.

At the end of the five (5) year period, beginning with the effective date of this lease, and at the end of any succeeding five (5) year term agreed to by the parties, the Lessor may review the terms and conditions of the lease to determine if it is in the best interests of the Town to continue the lease for additional five (5) year term and if so, whether any changes will be made in the lease at the discretion of the Lessor. The Lessee may terminate the lease with written notification prior to November 30 of any year. If the Lessee fails to meet the terms of the lease as contained herein, the Lessor may terminate the lease with a one-month written notice.

AND AT THE TERMINATION of lease as provided for above, the Lessee will quit and surrender the premises

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hereby demised in as good state and condition as reasonable use and wear thereof will permit, damages by the elements excepted, and the said Lessor shall have the right to enter said premises for the same purpose of showing the same to applicants for hiring the same, at any time subsequent to the November 30 date. The Lessee shall have the first option of renewing this lease under terms to be set forth by the Town.

COMMENCING WITH the growing season of a year to be determined, the Lessee agrees to compensate the Lessor in an amount to be determined payable on or before February 1 of each year. Said amount will be negotiated prior to each subsequent growing season.

THE LESSEE and the Lessee's family shall be relieved of any obligation within this lease should the Lessee become incapacitated or unable to maintain the responsibilities entailed in this agreement.

THE LESSEE will maintain Workmen's Compensation coverage in accordance with the laws of the State of Connecticut if employees are hired to work the land. The Lessee will provide liability insurance with limits of not less than \$100,000.00 per occurrence, naming Lessor as an additional insured, insuring against loss or injury caused by Lessee's activity on the demised premises.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered
In the Presence Of:

TOWN OF MANSFIELD

Attachment C
Sample Management Plan

Mansfield Preserve Management Plan

MANSFIELD LAND MANAGEMENT PLAN FOR PARK, RECREATION, OR OPEN SPACE PROPERTY

NAME OF PROPERTY: Mansfield Preserve.

LOCATION OF PROPERTY: Frontage on Gurley Road, Birch Drive and Main Street

MAP/BLOCK/LOT :

Smith Revocable Trust	10.43.35-1	28.76 acres	
Mansfield Heights Subdivision		10.43.12	1.6 acres
	<i>Total</i>		<i>30.36-acres</i>

PUBLIC ACCESS: Allowed, passive recreation only.

PROPERTY CLASSIFICATION: Open Space Preserve

PURCHASE INFORMATION:

Smith Revocable Trust: 28.76 acres for \$90,000 on 5/22/1996 from Open Space Fund.
Mansfield Heights Subdivision: 1.6 acres for \$1.00 on 9/27/1967

AGENCIES THAT HELPED PREPARE MANAGEMENT PLAN: Staff, Parks Advisory Committee, Open Space Preservation Committee

DATE MANAGEMENT PLAN WAS PREPARED: November 2007

REVISION DATES:

DATE OF TOWN COUNCIL APPROVAL:

COMMITTEE REVIEW DATE: PAC to review biannually

OVERVIEW

Mansfield Preserve is a 30-acre parcel with frontage on Gurley Road, Birch Drive, and Main Street. The property is primarily wooded and contains a portion of Bundy Brook and an approximately 4-acre agricultural field, currently in hay production and leased to a local farmer. There are remains of the former Bundy Homestead. The Chipmunk Trail runs through the eastern portion of the property connecting Joshua's Trust's Gurleyville Gristmill to UConn's Fenton River Forest Tract.

MANAGEMENT GOALS

A. Recreational

Maintain trail system in conjunction with Connecticut Forest and Parks Association.

B. Ecological

Maintain riparian buffer along Bundy Brook.

C. Agricultural

Encourage sustainable agricultural practices on the agricultural field.

D. Historical

Encourage interpretation of Bundy Homestead. Cooperate with Mansfield Historical Society and Joshua's Trust to preserve historical artifacts on the property.

INVENTORY

A. Notable Physical Characteristics

The northwestern portion of Mansfield Preserve contains a steeply sloping hemlock forest. The center of the property contains an approximately 4-acre agricultural field currently in hay production and leased to a local farmer. The eastern portion of the site contains a swampy area with an adjacent esker. Bundy Brook is located in the southern part of the forest. A mature stand of pines and other interesting vegetation is located along the Northern side of Bundy Brook.

B. Notable Special Features

Mansfield Preserve contains approximately 0.25 miles of the Chipmunk Trail, which connects Joshua's Trust's Gurleyville Gristmill to UConn's Fenton River Forest Tract. The main entrance to the property is off of Gurley Road, where there is adequate parking. The former Bundy Homestead site is located in the southwest corner of the site and contains foundations, a root cellar and stone walls.

C. Notable Concerns

Last revised on: 3/19/2009

Monitor the Bundy homestead area for debris. Obtain permanent easement for access to the field by farmer and for land management. The site contains steep slopes. Thus, trail should be planned to minimize erosion.

MANAGEMENT

A. Preparation

1. Develop, purchase and install appropriate preserve signage
2. Install boundary markers and signs as needed
3. Mark existing pedestrian trail leading out to Holly Drive (Torrey Trail).

B. Maintenance

1. Maintain trailheads and trails in conjunction with Connecticut Forest and Parks Association, which maintains the Chipmunk Trail.

C. Ecological Management

1. Prepare a natural resources inventory.
2. Based on the natural resource inventory, determine how to encourage native plant and animal communities and to control invasive plants.

D. Enhancements

1. Encourage public participation by recruiting and training a volunteer steward
2. Solicit educational and research use
3. Create an interpretive trail guide

E. Monitoring

1. Staff and/or volunteer annually monitor entrances, trails, and boundaries
2. Staff and/or volunteer annually update and review the management schedule

ATTACHMENTS

- Attachment 1 Aerial Photo
- Attachment 2 Trail Map
- Attachment 3 Bundy Preserve Abutters List
- Attachment 4 Fiscal Notes
- Attachment 5 Property Deeds

Last revised on: 3/19/2009

Appendix D
Non-Native Invasive Species Policy

Non-Native Invasive Species Policy- Adopted on the Staff level after briefing the Town Council at their 11/22/04 meeting.

To properly address non-native invasive species, use the resources available in the already established academic invasives community, and ultimately define the Town role, the Town enacted the following invasives policy:

The Town of Mansfield recognizes that the spread of invasive plants and animals is a serious environmental problem threatening our local natural ecosystems. Therefore, in the Town's continuing effort to preserve, restore, and protect native plant and animal communities of Mansfield, we establish this policy for invasives control.

- Include the development and implementation of an invasives control plan in Town properties' land management plans.
- Train staff and volunteers in control methods, and apply to selected sites.
- Educate residents about the invasives problem.
- Work with other groups concerned with invasives control.

Are you concerned about non-native invasive species such as Asiatic bittersweet, burning bush, multiflora rose, autumn olive, Russian olive and others? There are several excellent sources of information available through the Connecticut Invasive Plant Working Group (CIWPG), Invasive Plant Atlas of New England (IPANE), Natural Resources Conservation Service (NRCS).

Attachment E
Conservation Easement Abstract
Conservation Easement Monitoring/Inspection Form

Mansfield Conservation Easement Abstract

Location of Easement (address): _____

Name of Property: _____

Subdivision (if applicable): _____

Original Grantor: _____

Assessor's Map: _____ Block: _____ Lot: _____

Date Easement filed on Land Record: _____

Size of Easement: _____

Current owner(s) (attach listing of all owners address and phone): _____

Method of Identifying Easement area (iron pins, medallions): _____

General Description of Easement area (special features, existing structures, roads, etc.):

Nature of Easement restrictions (notation of unique or special conditions): _____

Attachments (check all the apply)

- _____ Copy of Conservation Easement document
- _____ Survey Plan/Subdivision map
- _____ Topographic map with Easement boundaries
- _____ Aerial Photo
- _____ Photos with associated map/sketch indicating location and direction of photos
- _____ Record of ownership/property transfers
- _____ Monitoring Inspection Reports
- _____ Other (please describe)

Mansfield Conservation Easement Monitoring/Inspection Report

Location (address): _____

Name of property/subdivision: _____

Local contact/resident (as appropriate): _____

Monitoring visit notification:

Date letter was sent to owner/local contact: _____

Date/time of follow-up phone call: _____

Description of current land use abutting easement area: _____

Easement boundaries/markers (are boundaries present and visible): _____

Descriptions of observed human or natural alterations or encroachments to the
conservation area _____

Observations/Comments (List any potential problems/general condition of easement):

To the best of your knowledge and observation, are the terms/conditions of the
Conservation Easement being complied with? (please describe) _____

Method/nature of inspection (personal visit, aerial, walked boundaries/spot-check interior, etc.): _____

Date and Time of Inspection: _____

List all persons attending inspection (owner and others): _____

Monitor's name: _____

Monitor's signature: _____

Owner's/local contact's name and signature (where possible):

Attached support data (please describe) (i.e. photos, aerial photos, maps/illustrations/sketches, other): _____

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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, Derek Dilaj, Assistant Town Engineer
Date: November 23, 2015
Re: Acceptance of Wyllys Farm Road, Beacon Hill Estates Section II

Subject Matter/Background

On March 4, 2013, the Planning and Zoning Commission approved the Beacon Hill Estates, Section II subdivision. This is a 17-lot subdivision with a new 1,490 foot cul-de-sac (Wyllys Farm Road and associated drainage work, a common driveway serving three lots, a walking trail through the development that connects to an existing trail system in Section I and to a future trailhead on Town-owned open space. The developer, Spring Hill Properties LLC, has completed the road and associated drainage improvements and as such is requesting that they be accepted by the Town (see attachment).

As noted in the November 12, 2015 memo from Derek Dilaj, Assistant Town Engineer, to the Planning and Zoning Commission, the Engineering Division has made periodic inspections of the public improvements during construction and found the work to be generally in accordance with Town standards and the approved subdivision plan. As the road was complete at the time of his final inspection with the exception of a stop bar at the intersection with Beacon Hill Drive, Mr. Dilaj recommended that the PZC report to the Town Council that Wyllys Farm Road is prepared to be accepted as a Town road subject to the conditions that the Commission maintain a performance bond in the amount of \$20,000 for work not yet complete (the bulk of which is related to installation of a common driveway) and that the developer provide a separate, one-year maintenance bond for the roadway and drainage improvements.

In keeping with our customary procedure and in compliance with state law, the Planning and Zoning Commission (PZC) has reviewed the acceptance of this road pursuant to section 8-24 of the Connecticut General Statutes. On November 16, 2015, the Planning and Zoning Commission unanimously adopted the following motion:

That the Planning and Zoning Commission report to the Town Council that Wyllys Farm Road (Beacon Hill Estates, Section II) is now ready to be accepted as a Town road. Upon Town Council acceptance of this new road, the PZC Chairman, with staff assistance, is authorized to execute a one-year maintenance bond pursuant to regulatory requirements and this action. This action authorizes the PZC Chairman, with staff assistance, to draft revised bonding agreements, which will 1) Provide for a one-year maintenance bond and 2) assure the completion of the common driveway, the specific amount to be determined by the Assistant Town Engineer, and to release to the developer any funds no longer required for this subdivision.

Financial Impact

Our Department of Public Works will be able to absorb the regular maintenance of this road within the current operating budget. Future resurfacing needs will impact the capital improvement program.

Recommendation

Staff recommends the acceptance of Wyllys Farm Road as part of the Town's road system.

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

Move, effective November 23, 2015, to accept Wyllys Farm Road as part of the Town's road system.

Attachments

- 1) Letter from Francis Halle, Spring Hill Properties LLC
- 2) Memo from Derek Dilaj, Assistant Town Engineer
- 3) Map of Wyllys Farm Road, Beacon Hill Estates, Section II

Spring Hill Properties, LLC

November 8, 2015

Ms. Linda Painter, Town Planner
Planning & Zoning Office
Town of Mansfield
Mansfield, CT 06238

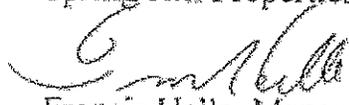
Re: Road Acceptance/Bond Reduction- Beacon Hill Estates Section II

Dear Linda:

We have completed the improvements set forth in the Subdivision Approval of Beacon Hill Estates Section II, and would like to proceed to acceptance of the road and related improvements by the Town of Mansfield, as well as reduction of our bond to the level of a maintenance bond. In preparation for this request, we met and completed a final walk thru with Curt Hirsch and Derek Dalij.

It is my understanding that this request is a Planning & Zoning Agenda item, and if such is the case, please schedule this matter with Planning & Zoning and let me know when this request will be heard. If there is anything else that I need to do to move this through the process, please let me know?

Very truly yours,
Spring Hill Properties, LLC


Francis Haile, Manager

TOWN OF MANSFIELD
DEPARTMENT OF PUBLIC WORKS



Engineering Division

AUDREY P. BECK BUILDING
FOUR SOUTH EAGLEVILLE ROAD
MANSFIELD, CT 06268-2599

From: Derek M. Dilaj, P.E., Assistant Town Engineer
To: Planning & Zoning Commission
Copy: John Carrington, P.E., Town Engineer
Date: November 12, 2015
Re: Beacon Hill Estates, Section II, PZC File #1214-3

This letter is in response to a request made by the developer, Francis Halle, for the commission to recommend to the Town Council approval and acceptance of Wyllys Farm Road as part of the Town's roadway network. The Engineering division has made periodic inspections of the public improvements made for the subdivision during construction and found the work to be generally in accordance with the Town of Mansfield Public Improvement Standards and the approved subdivision plan. The Planning Department is in receipt of a certification from the developer's surveyor that all monumentation and conservation markers have been installed per the approved subdivision plans.

On November 2, 2015 I completed a walkthrough of the project area and noted several outstanding items:

- The driveway apron for the common driveway is not completed in accordance with the Town of Mansfield Public Improvement Standards. In concurrence with the Zoning Agent, this driveway apron shall be installed at a date prior to Certificate of Occupancy issued for the first home on the common driveway.
- Completion of processed gravel and curtain drain for the common driveway.
- A stop bar shall be painted prior to the intersection with Beacon Hill Drive.
- "As-Built" survey provided to the Engineering Division

I recommend the Planning & Zoning Commission consider maintaining a bond in the amount of \$20,000 for work not yet complete, separate from the one-year maintenance bond and report to the Town Council that Wyllys Farm Road (Beacon Hill Estates, Section II) is prepared to be accepted as a Town Road.

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager
Date: November 23, 2015
Re: Appointment to Mansfield Downtown Partnership Board of Directors

Subject Matter/Background

A vacancy exists on the Mansfield Downtown Partnership Board of Directors as member Paul Shapiro has now filled the Mayor's position on the Board. Councilor Stephen Kegler has expressed an interest in serving the remainder of the vacant term through June 30, 2016. If appointed, Councilor Kegler would serve on the Board with Mayor Shapiro, Councilor Moran and me as the Town's representatives.

Recommendation

The following motion is suggested for your consideration:

Move, to appoint Councilor Stephen Kegler to the Board of Directors of the Mansfield Downtown Partnership, for a term commencing on November 23, 2015 and expiring on June 30, 2016.

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager; Cherie Trahan, Director of Finance
Date: November 23, 2015
Re: Financial Statements Dated September 30, 2015

Subject Matter/Background

Enclosed please find the first quarter financial statements for the period ending September 30, 2015. The Finance Committee reviewed this item at its November 17th meeting.

Recommendation

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

Move, to accept the Financial Statements dated September 30, 2015, as prepared by the Director of Finance.

Attachments

- 1) Quarterly Financial Report (for the Quarter Ending September 30, 2015)

Town of Mansfield

Quarterly Financial Report

(For the Quarter Ending September 30, 2015)

Finance Department
Cherie Trahan
Director of Finance
November 17, 2015

Town of Manfield

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September 30, 2015

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Town of Mansfield YTD Revenue Summary by Source

Town of Mansfield Expenditure Summary by Activity.....

Mansfield Board of Education Expenditure Summary by Activity

Town of Mansfield		Memorandum
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To: Mansfield Town Council
From: Cherie Trahan, Director of Finance
Date: November 17, 2015
Subject: Financial Report

Attached please find the financial report for the quarter ending September 30, 2015.

Overview – General Fund Budget

Revenues

Tax Collections

The total collection rate through September 30, 2015 is 54.8%, as compared to 55% through September 30, 2014. Real estate collections, which account for approximately 87% of the levy, are 51.8% as compared to 52% for last year. Collections in motor vehicles are 89.7% as of September 30, 2015 and 2014.

Licenses and Permits

Conveyance taxes received are \$29,190 or 17.91% of the annual budget. Building permits received (Excl. Storrs Center) are \$50,343 or 25.17% of the annual budget.

Federal Support for General Government

Federal Support for General Government (Social Services Block Grant) is budgeted at \$3,470 for the fiscal year. Payments of \$881 have been received as of September 30, 2015.

State Support for Education

The Education Cost Sharing (ECS) Grant for FY 2015/16 was budgeted at \$10,186,650, and is currently estimated at \$10,187,542. The ECS grant is paid in (3) installments – 25% in October, 25% in January and 50% in April. The Transportation Grant was budgeted at \$121,560, and is currently estimated at \$117,229.

State Support for General Government

The PILOT grant is by far the largest single grant within this category. The PILOT grant was budgeted at \$7,275,530. Payments of \$7,192,804 have been received as of September 30, 2015. This is a decrease in expected funds of \$82,726.

Charges for Services

Charges for services are primarily fixed by contract and are normally received during the year. We have currently received \$77,756 or 20% of expected budget.

Fines and Forfeitures

We have currently received \$22,373 or 67.69% of expected budget.

Miscellaneous

This area is primarily interest income and the telecommunications service payment. Total interest income through September 30, 2015 is \$3,598 as compared to \$3,730 for the same period last year. STIF interest rate for September 2015 and September 2014 was 0.14%.

Expenditures

Town Expenditures

Expenditures are proceeding according to budget at this time.

Day Care Fund

The Day Care Fund ended the quarter with revenues exceeding expenditures by \$46,606. Fund balance at July 1, 2015 of \$217,608 increased to \$264,214 at September 30, 2015. The full payment of \$52,762 has been received from UConn.

Cafeteria Fund

Expenditures exceeded revenues by \$6,317 for the period. Fund balance at July 1, 2015 decreased from \$224,500 to \$218,183 at September 30, 2015.

Recreation Program Fund

The Recreation Program Fund ended the period with revenues exceeding expenditures by \$46,321. Fund Balance increased from \$89,842 to \$136,163.

Capital Non-Recurring Fund

CNR began this fiscal year with a fund balance of \$26,569. The adopted budget projects an ending fund balance of \$63,539.

Debt Service Fund

Fund Balance increased from \$61,751 on July 1, 2015 to \$92,838 at September 30, 2015. Principal and interest payments are made later in the year.

Enterprise/Internal Service Funds

Solid Waste Fund

Revenues exceeded expenditures by \$64,604. Retained Earnings increased from \$433,908 at July 1, 2015 to \$498,512 at September 30, 2015.

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

Revenues exceeded expenditures through the first quarter by \$76,331. Fund balance increased from \$729,603 (including contributed capital) at July 1, 2015 to \$805,934 at September 30, 2015. Claims through September averaged \$599,800 (on a fiscal year basis) as compared to \$725,239, the average for last fiscal year which represents a 17% decrease. To be considered fully funded, the Health Insurance Fund needs to maintain a fund balance of \$2.0 million.

Worker's Compensation Fund

Revenues exceeded operating expenditures by \$19,112 through the first quarter. Retained Earnings increased from \$33,308 to \$52,420 at September 30, 2015.

Management Services Fund

Management Services Fund revenues through September 30, 2015 exceeded expenditures by \$288,736. Fund Balance increased from \$2,580,287 at July 1, 2015 to \$2,809,021 at September 30, 2015.

Transit Services Fund

The Transit Services Fund ended the first quarter with revenues exceeding expenditures by \$55,105.

Cemetery Fund

Retained earnings in the Cemetery Fund increased from \$265,701 at July 1, 2015 to \$268,861 at September 30, 2015. The major costs for this fund are mowing and cemetery maintenance.

Long Term Investment Pool

The investment pool reflects an overall reduction of \$67,812, primarily due to the sale of securities to reimburse operating cash.

Eastern Highlands Health District

Operating revenues exceeded expenditures by \$122,013. Fund Balance increased from \$254,991 to \$377,044.

Mansfield Downtown Partnership

Expenditures exceeded operating revenues by \$26,290 through September 30, 2015, and Fund balance decreased from \$250,054 to \$223,764. The contribution from UConn has not yet been received.

**Town of Mansfield
 Trial Balance - General Fund
 September 30, 2015**

	<u>DR</u>	<u>CR</u>
Cash Equivalent Investments	\$ 19,843,710	\$ -
Working Cash Fund	1,900	-
Accounts Receivable	2,268	-
Taxes Receivable - Current	13,493,832	-
Taxes Receivable - Delinquent	523,491	-
Accounts and Other Payables	-	63,248
Refundable Deposits	-	723,758
Deferred Revenue - Taxes	-	13,971,289
Encumbrances Payable - Prior Year	-	65,368
Liquidation - Prior Year Encumbrances	74,641	-
Fund Balance - Undesignated	-	3,852,041
Actual Expenditures	8,534,722	-
Actual Revenues	-	23,798,861
Total	<u>\$ 42,474,564</u>	<u>\$ 42,474,564</u>

Town of Mansfield
Day Care Fund - Combined Program
Comparative Statement of Revenues, Expenditures
and Changes in Fund Balance
September 30, 2015
(with comparative totals for September 30, 2014)

	<u>Budget</u> <u>2015/16</u>	<u>2016</u>	<u>2015</u>
Revenues			
Intergovernmental - Nat'l School Lunch	\$ 24,000	\$ 8,603	\$ 7,534
Intergovernmental - Day Care Grant	319,119	83,928	86,448
School Readiness Grant	18,024	11,155	4,335
UConn	52,500	52,762	-
Fees	1,060,400	192,956	175,713
Subsidies	42,500	18,789	18,011
Total Revenues	<u>1,516,543</u>	<u>368,193</u>	<u>292,040</u>
Expenditures			
Administrative	214,368	39,469	47,141
Direct Program	1,147,224	256,633	256,180
Professional & Technical Services	2,050	166	488
Purchased Property Services	20,555	4,618	4,014
Repairs & Maintenance	6,800	565	3,421
Insurance	10,833	-	-
Other Purchased Services	13,110	2,647	2,203
Food Service Supplies	42,250	3,806	9,000
Energy	51,700	12,925	11,750
Supplies & Miscellaneous	16,950	757	3,734
Total Expenditures	<u>1,525,840</u>	<u>321,587</u>	<u>337,930</u>
Excess (Deficiency) of Revenues	(9,297)	46,606	(45,890)
Fund Balance, July 1	<u>217,608</u>	<u>217,608</u>	<u>251,534</u>
Fund Balance plus Cont. Capital, Sept 30	<u>\$ 208,311</u>	<u>\$ 264,214</u>	<u>\$ 205,644</u>

Town of Mansfield
Cafeteria Fund
Balance Sheet
September 30, 2015
 (with comparative totals for September 30, 2014)

	<u>2016</u>	<u>2015</u>
Assets		
Cash and Cash Equivalents	\$ 202,111	\$ 259,315
Inventory	<u>16,072</u>	<u>15,233</u>
Total Assets	<u><u>218,183</u></u>	<u><u>274,548</u></u>
Liabilities and Fund Balance		
Liabilities		
Accounts Payable	<u>-</u>	<u>-</u>
Total Liabilities	<u>-</u>	<u>-</u>
Fund Balance	<u>218,183</u>	<u>274,548</u>
Total Liabilities and Fund Balance	<u><u>\$ 218,183</u></u>	<u><u>\$ 274,548</u></u>

**Town of Mansfield
Cafeteria Fund
Comparative Statement of Revenues, Expenditures
and Changes in Fund Balance
September 30, 2015
(with comparative totals for September 30, 2014)**

	<u>Budget 2015/16</u>	<u>2016</u>	<u>2015</u>
Revenues			
Intergovernmental	\$ 336,880	\$ 5,705	\$ -
Sales of Food	<u>631,000</u>	<u>140,873</u>	<u>132,598</u>
Total Revenues	<u>967,880</u>	<u>146,578</u>	<u>132,598</u>
Expenditures			
Salaries & Benefits	629,050	104,805	107,018
Food & Supplies	400,750	47,234	46,706
Repairs & Maintenance	10,000	-	82
Equipment	<u>1,000</u>	<u>231</u>	<u>93,353</u>
Total Expenditures	<u>1,040,800</u>	<u>152,270</u>	<u>247,159</u>
Transfers			
Transfers Out - General Fund	<u>2,500</u>	<u>625</u>	<u>625</u>
Excess (Deficiency) of Revenues	(75,420)	(6,317)	(115,187)
Fund Balance, July 1	<u>224,500</u>	<u>224,500</u>	<u>389,735</u>
Fund Balance plus Cont. Capital, Sept 30	<u>\$ 149,080</u>	<u>\$ 218,183</u>	<u>\$ 274,548</u>

Town of Mansfield
Parks and Recreation
Balance Sheet
September 30, 2015
 (with comparative totals for September 30, 2014)

	2016	2015
Assets		
Cash and Cash Equivalents	\$ 254,815	\$ 313,523
Total Assets	254,815	313,523
Liabilities and Fund Balance		
Liabilities		
Accounts Payable	118,652	105,272
Total Liabilities	118,652	105,272
Fund Balance	136,163	208,251
Total Liabilities and Fund Balance	\$ 254,815	\$ 313,523

**Town of Mansfield
Parks and Recreation
Comparative Statement of Revenues, Expenditures
and Changes in Fund Balance
September 30, 2015
(with comparative totals for September 30, 2014)**

	<u>Budget 2015/16</u>	<u>2016</u>	<u>2015</u>
Revenues			
Membership Fees	\$ 899,640	\$ 160,722	\$ 161,568
Program Fees	831,940	310,719	305,853
Fee Waivers	70,220	19,116	31,250
Daily Admission Fees	51,780	13,388	11,078
Rent - Facilities/Parties	38,310	3,853	4,849
Employee Wellness	20,160	-	-
Rent - E.O. Smith	16,880	-	-
Charge for Services	10,000	-	-
Contributions	5,000	717	438
Sale of Merchandise	4,000	956	557
Sale of Food	3,400	-	-
Other	4,400	1,382	1,462
	<u>1,955,730</u>	<u>510,853</u>	<u>517,054</u>
Operating Transfers			
General Fund - Recreation Administrative	352,450	88,113	82,608
General Fund - Community Programs	75,000	18,750	18,750
General Fund - Summer Challenge	-	1,250	-
CNR Fund - Bicent. Pond	25,000	6,250	6,250
CNR Fund - Teen Center	25,000	6,250	6,250
	<u>477,450</u>	<u>120,613</u>	<u>113,858</u>
Total Operating Transfers	<u>477,450</u>	<u>120,613</u>	<u>113,858</u>
Total Rev & Oper Transfers	<u>2,433,180</u>	<u>631,465</u>	<u>630,911</u>
Expenditures			
Salaries & Wages	1,367,110	348,110	342,772
Benefits	321,500	75,022	59,970
Professional & Technical	163,780	41,502	42,440
Purchased Property Services	35,200	6,097	14,009
Repairs & Maintenance	26,000	2,948	12,179
Rentals	3,500	-	-
Other Purchased Services/Rentals	124,270	22,817	12,314
Other Supplies	56,400	15,475	21,024
Energy	176,070	44,018	41,250
Building Supplies	47,360	4,095	8,602
Recreation Supplies	50,390	16,208	24,851
Equipment	55,300	8,851	5,673
	<u>2,426,880</u>	<u>585,144</u>	<u>585,083</u>
Total Expenditures	<u>2,426,880</u>	<u>585,144</u>	<u>585,083</u>
Excess (Deficiency) of Revenues	6,300	46,321	45,829
Fund Balance, July 1	<u>89,842</u>	<u>89,842</u>	<u>162,422</u>
Fund Balance, Sep 30	<u>\$ 96,142</u>	<u>\$ 136,163</u>	<u>\$ 208,251</u>

Town of Mansfield
 Capital and Nonrecurring Reserve Fund Budget
 Estimated Revenues, Expenditures and Changes in Fund Balance
 Fiscal Year 2015/16

	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20
	Actual	Actual	Adopted	Projected	Projected	Projected	Projected
Sources:							
General Fund Contribution	\$ 2,332,690	\$ 2,354,450	\$ 1,637,380	\$ 1,800,000	\$ 1,850,000	\$ 1,900,000	\$ 1,950,000
Board Contribution	120,000	50,000					
Ambulance User Fees	233,599	250,769	275,000	275,000	275,000	275,000	275,000
Other	14,400	38,606					
Insurance Refund							
Sewer Assessments	912	913	500	500	500	500	500
Pequot Funds	205,985	205,662	209,560	209,560	209,560	209,560	209,560
Total Sources	2,907,586	2,900,400	2,122,440	2,285,060	2,335,060	2,385,060	2,435,060
Uses:							
Operating Transfers Out:							
Management Services Fund	175,000	185,000	185,000	200,000	200,000	200,000	200,000
Property Tax Revaluation Fund	25,000						
Capital Fund	2,508,069	2,648,106	1,671,870	1,850,000	1,900,000	1,950,000	2,000,000
Capital Fund - Storrs Center Reserve	168,360	-	228,600	228,600	228,600	228,600	228,600
Capital Fund - Replacement Fire Truck							
Parks & Recreation Operating Subsidy							
Compensated Absences Fund	36,000	36,000					
Total Uses	2,912,429	2,869,106	2,085,470	2,278,600	2,328,600	2,378,600	2,428,600
Excess/(Deficiency)	(4,843)	31,294	36,970	6,460	6,460	6,460	6,460
Fund Balance/(Deficit) July 1	118	(4,725)	26,569	63,539	69,999	76,459	82,919
Fund Balance, June 30	\$ (4,725)	\$ 26,569	\$ 63,539	\$ 69,999	\$ 76,459	\$ 82,919	\$ 89,379

General Government

Revenues

Expenses

Account and Description	Adjusted			Adjusted			
	Budget	Received	Balance	Budget	Encumbrance	Expenses	Balance
81611 Pool Cars	182,194	176,171	6,023	182,194	-	158,946	23,248
81612 Fleet Vehicle	26,100	-	26,100	26,100	-	-	26,100
81820 Financial Software	430,800	399,066	31,733	430,800	-	362,884	67,916
81823 Financial Control Review	52,500	52,500	-	52,500	2,006	50,494	-
81919 Strategic Planning	220,000	215,000	5,000	220,000	2,500	179,050	38,450
86291 Technology Infrastructure - Schools	600,000	400,000	200,000	600,000	329	572,169	27,502
86318 Facilities Study	100,000	100,000	-	100,000	-	-	100,000
Total General Government:	1,611,594	1,342,737	268,856	1,611,594	4,835	1,323,543	283,216

Community Development

Revenues

Expenses

Account and Description	Adjusted			Adjusted			
	Budget	Received	Balance	Budget	Encumbrance	Expenses	Balance
81920 NEXGEN Conn Comm Impact	100,000	25,000	75,000	100,000	-	94,640	5,360
83530 Four Corners Sewer/Water Impro	830,000	830,000	-	830,000	202,530	657,335	(29,865)
84103 Storrs Center Reserve	3,210,895	3,221,953	(11,057)	3,210,895	23,408	2,720,268	467,219
84106 Fern Road Bus Garage	10,000	10,000	-	10,000	5,683	8,329	(4,012)
84107 Mansfield Tomorrow	20,000	20,000	-	20,000	-	-	20,000
84122 Improvements Storrs Rd Urban	2,500,000	1,066,505	1,433,495	2,500,000	112,064	2,155,214	232,722
84123 Streetscape/Ped.Improv. DOT	1,474,800	425,617	1,049,183	1,474,800	164,004	1,042,451	268,345
84124 Imprvmnts StorrsRd DOT/Lieber	2,250,000	2,182,626	67,374	2,250,000	-	2,360,273	(110,273)
84125 StorrsCtr Inter Transp CtrDesign	612,500	336,712	275,788	612,500	-	343,283	269,217
84126 Parking Garage Transit Hub	10,000,000	10,307,134	(307,134)	10,000,000	-	11,709,313	(1,709,313)
84127 DECD STEAP#2 Pha1A+Dog Lane Con	500,000	486,461	13,539	500,000	-	500,000	-
84129 Omnibus Budget Bill Feb2009	552,000	489,226	62,774	552,000	3,722	781,498	(233,220)
84130 Bus Facilities Program (FTA)	6,175,000	5,084,266	1,090,734	6,175,000	683	5,345,123	829,194
84131 DECD STEAP 4 Village Street Utilities	500,000	279,779	220,221	500,000	-	493,996	6,004
84132 Leyland/EDR Infrastructure (\$3M)	3,000,000	2,244,276	755,724	3,000,000	7,607	2,600,184	392,209
84133 DECD Brownfield Remediation	450,000	450,000	-	450,000	-	450,000	-
84135 Town Square	966,112	973,252	(7,140)	966,112	6,000	910,136	49,976
84136 Main Street Investment Grant	500,000	499,730	270	500,000	-	499,580	420
84137 Parking Garage Repairs/Maintenance	50,063	100,063	(50,000)	50,063	-	-	50,063
84170 HUD Community Challenge Grant	619,780	530,202	89,579	619,780	33,300	603,518	(17,038)
Total Community Development:	34,321,150	29,562,801	4,758,349	34,321,150	559,000	33,275,140	487,009

Capital Projects as of 11-12-15
Public Safety

Revenues

Expenses

<u>Account and Description</u>	<u>Adjusted Budget</u>	<u>Received</u>	<u>Balance</u>	<u>Adjusted Budget</u>	<u>Encumbrance</u>	<u>Expenses</u>	<u>Balance</u>
82801 Fire & Emerg Serv Comm Equipment	50,000	44,000	6,000	50,000	-	18,196	31,804
82819 Vehicle Key Boxes	16,500	16,500	-	16,500	102	14,379	2,019
82823 Rescue Equipment	58,000	38,000	20,000	58,000	-	28,857	29,143
82824 Fire Hose	38,000	28,000	10,000	38,000	-	27,879	10,121
82826 SCBA Air Tanks	61,693	61,693	-	61,693	-	61,693	0
82827 Fire Personal Protective Equipment	101,000	81,000	20,000	101,000	-	44,931	56,069
82829 Replacement ET507	465,000	465,000	-	465,000	456,993	-	8,007
82830 Thermal Imager Cameras	20,000	20,000	-	20,000	-	19,500	500
82832 ET207 Fire Truck Replacement	605,868	605,868	-	605,868	-	605,868	-
82833 Fire/EMS Untility Terrain Vehicle	28,539	28,539	-	28,539	-	28,539	-
82834 Personnel Accountability Software	12,000	-	12,000	12,000	-	-	12,000
82835 Power Load Cot Fastening System	84,078	84,078	-	84,078	-	84,078	(0)
82836 Ambulance 2007 Ford E450	106,900	106,900	-	106,900	-	106,900	-
82837 Automated Chest Compression Units	48,000	-	48,000	48,000	-	41,542	6,458
82838 Commercial Gear Washer	8,000	-	8,000	8,000	6,375	-	1,625
82902 Fire Ponds	56,500	50,500	6,000	56,500	-	34,960	21,540
Total Public Safety:	1,760,078	1,630,078	130,000	1,760,078	463,470	1,117,321	179,287

Community Services

Revenues

Expenses

<u>Account and Description</u>	<u>Adjusted Budget</u>	<u>Received</u>	<u>Balance</u>	<u>Adjusted Budget</u>	<u>Encumbrance</u>	<u>Expenses</u>	<u>Balance</u>
44120 Mansfield Community Playground	510,638	422,070	88,568	510,638	217,026	292,648	964
84809 Senior Center Chairs	20,000	-	20,000	20,000	-	-	20,000
85102 BCP Restroom Improvements	13,000	13,000	-	13,000	-	4,500	8,500
85105 Open Space Purchase	3,369,389	3,369,355	34	3,369,389	-	3,270,816	98,573
85107 Open Space - Bonded	1,040,000	-	1,040,000	1,040,000	-	46,900	993,100
85804 Community Center Equipment	415,900	372,400	43,500	415,900	-	408,214	7,686
85806 Skate Park	130,500	130,500	-	130,500	-	130,254	246
85811 Playscapes New/Replacements	140,000	140,000	-	140,000	3,200	128,846	7,954
85812 Comm Center Facility Upgrades	56,000	56,000	-	56,000	-	55,067	933
85816 Park Improvements	311,795	292,295	19,500	311,795	2,466	295,089	14,240
85824 Playscape Resurfacing	67,000	62,000	5,000	67,000	-	56,830	10,170
85835 WHIP Grants-MHP EGVP OSHF	9,200	9,200	-	9,200	-	-	9,200
Total Community Services:	6,083,422	4,866,820	1,216,602	6,083,422	222,691	4,689,165	1,171,566

Facilities Management

Revenues

Expenses

<u>Account and Description</u>	<u>Adjusted</u>			<u>Adjusted</u>			
	<u>Budget</u>	<u>Received</u>	<u>Balance</u>	<u>Budget</u>	<u>Encumbrance</u>	<u>Expenses</u>	<u>Balance</u>
86260 Maintenance Projects	1,028,391	1,013,391	15,000	1,028,391	5,600	828,207	194,584
86290 Roof Repairs	269,900	239,900	30,000	269,900	13,350	229,244	27,307
86292 School Building Maintenance	770,000	570,000	200,000	770,000	115,124	510,850	144,026
86293 Security Improvements	75,000	75,000	-	75,000	3,585	42,737	28,678
86294 Vault Climate Control	20,000	20,000	-	20,000	-	-	20,000
86295 Emergency Generators	102,025	102,025	-	102,025	-	85,809	16,216
86296 Oil Tank Repairs	40,000	40,000	-	40,000	23,845	6,660	9,495
86298 School Security Competitive Grant	133,828	133,810	18	133,828	-	133,828	-
86304 Comm Center Repairs & Improvements	44,200	5,000	39,200	44,200	-	47,893	(3,693)
86305 Fire Station Repairs & Improvements	133,000	33,000	100,000	133,000	46,000	20,856	66,144
86306 Library Bldg Repairs & Improvements	125,000	25,000	100,000	125,000	48,120	-	76,880
86307 Senior Center Bldg Repairs & Improvements	48,000	8,000	40,000	48,000	27,037	-	20,963
86308 Town Hall Bldg Repairs & Improvements	64,000	4,000	60,000	64,000	-	-	64,000
86309 Furniture & Fixtures	25,000	10,000	15,000	25,000	-	10,129	14,871
86310 Elementary School Cleaning Equipment	10,000	10,000	-	10,000	-	-	10,000
86311 Tractor Replacement	20,000	20,000	-	20,000	-	20,000	-
86315 Day Care Building Repairs	20,000	-	20,000	20,000	-	-	20,000
86316 Joshua's Trust Building Repairs	2,500	-	2,500	2,500	-	-	2,500
86317 Public Works Building Repairs	10,000	-	10,000	10,000	5,977	-	4,024
Total Facilities Management:	2,940,844	2,309,126	631,718	2,940,844	288,636	1,936,214	715,994

Capital Projects as of 11-12-15
Public Works

Revenues

Expenses

<u>Account and Description</u>	<u>Adjusted</u>			<u>Adjusted</u>			
	<u>Budget</u>	<u>Received</u>	<u>Balance</u>	<u>Budget</u>	<u>Encumbrance</u>	<u>Expenses</u>	<u>Balance</u>
83101 Tree Replacement	62,500	56,500	6,000	62,500	7,000	40,882	14,618
83302 Sm Bridges & Culverts	329,084	329,084	-	329,084	-	278,569	50,515
83303 Large Bridge Maintenance	566,286	566,286	-	566,286	-	480,862	85,424
83306 Stone Mill Bridge	1,151,292	1,128,646	22,646	1,151,292	-	1,107,303	43,989
83308 Town Walkways/Transp Enhancemt	951,644	951,644	-	951,644	-	787,745	163,899
83309 Laurel Lane Bridge	1,340,600	1,284,200	56,400	1,340,600	-	1,305,923	34,677
83401 Road Drainage	608,811	609,840	(1,029)	608,811	25,276	450,896	132,639
83510 Guard Rails	77,697	77,697	-	77,697	-	55,489	22,208
83524 Road Resurfacing	4,072,887	3,699,887	373,000	4,072,887	3,827	3,624,820	444,240
83531 North Eagleville Walkway	245,540	298,514	(52,974)	245,540	940	296,688	(52,088)
83638 Small Dump Trucks & Sanders	84,896	84,896	-	84,896	-	84,896	-
83639 Large Dump Trucks	349,000	349,000	-	349,000	4,600	344,562	(162)
83640 Gas Pumps	515,000	15,000	500,000	515,000	-	92	514,908
83641 Mowers & Attachments	80,000	80,000	-	80,000	-	57,998	22,002
83642 WINCOG Equipment - Regional	25,000	25,000	-	25,000	-	15,319	9,681
83643 Pavement Management System	50,000	50,000	-	50,000	27,972	21,978	50
83644 Street Signs	60,000	60,000	-	60,000	6,214	32,209	21,578
83645 Skid Steer Tractor w/attachments	71,000	71,000	-	71,000	16,095	54,905	-
83646 Public Works Small Equipment	10,798	10,798	-	10,798	2,905	3,240	4,653
83729 Snowplows	26,500	26,500	-	26,500	363	26,137	-
83733 Storrs Center Equipment	175,000	169,450	5,550	175,000	-	155,195	19,805
83734 Small Dump Truck & Sanders	6,000	6,000	-	6,000	6,000	-	-
83735 Transfer Station Truck & Equipment	241,000	48,200	-	241,000	183,324	59,356	(1,680)
83836 Vac All Truck	70,000	-	-	70,000	-	-	70,000
83838 Scale for front end loader	10,000	-	-	10,000	-	-	10,000
83911 Engineering Cad Upgrades	224,500	224,500	-	224,500	3,484	197,981	23,034
83917 GPS Units - Additional Units	15,000	-	15,000	15,000	-	15,000	-
Total Public Works:	11,420,035	10,222,642	924,593	11,420,035	288,001	9,498,045	1,633,989

Revenue/Expenditure Summary

Revenues

Expenses

<u>Account and Description</u>	<u>Revenues</u>			<u>Expenses</u>			
	<u>Adjusted Budget</u>	<u>Received</u>	<u>Balance</u>	<u>Adjusted Budget</u>	<u>Encumbrance</u>	<u>Expenses</u>	<u>Balance</u>
General Government	1,611,594	1,342,737	268,856	1,611,594	4,835	1,323,543	283,216
Community Development	34,321,150	29,562,801	4,758,349	34,321,150	559,000	33,275,140	487,009
Public Safety	1,760,078	1,630,078	130,000	1,760,078	463,470	1,117,321	179,287
Community Services	6,083,422	4,866,820	1,216,602	6,083,422	222,691	4,689,165	1,171,566
Facilities Management	2,940,844	2,309,126	631,718	2,940,844	288,636	1,936,214	715,994
Public Works	11,420,035	10,222,642	924,593	11,420,035	288,001	9,498,045	1,633,989
Grand Total:	\$ 58,137,123	\$ 49,934,204	\$ 7,930,119	\$ 58,137,123	\$ 1,826,633	\$ 51,839,429	\$ 4,471,061

Town of Mansfield
Debt Service Fund
Balance Sheet
September 30, 2015
 (with comparative totals for September 30, 2014)

	2016	2015
Assets		
Cash and Cash Equivalents	\$ 92,838	\$ 139,482
Total Assets	92,838	139,482
Liabilities and Fund Balance		
Liabilities		
Accounts Payable	-	-
Total Liabilities	-	-
Fund Balance	92,838	139,482
Total Liabilities and Fund Balance	\$ 92,838	\$ 139,482

Town of Mansfield
Debt Service Fund
Comparative Statement of Revenues, Expenditures
and Changes in Fund Balance
September 30, 2015
(with comparative totals for September 30, 2014)

	<u>Budget 2015/16</u>	<u>2016</u>	<u>2015</u>
Revenues			
Bond Proceeds	\$ -	\$ -	\$ -
Interest Income	-	-	-
Total Revenues	-	-	-
Operating Transfers			
General Fund	285,000	71,250	81,250
Total Operating Transfers	285,000	71,250	81,250
Total Rev & Oper Trans	285,000	71,250	81,250
Expenditures			
Principal Payments	220,000	-	-
Interest Payments	80,325	40,163	43,463
Total Expenditures	300,325	40,163	43,463
Excess (Deficiency) of Revenues	(15,325)	31,088	37,788
Fund Balance, July 1	61,751	61,751	101,695
Fund Balance plus Cont. Capital, Sep 30	\$ <u>46,426</u>	\$ <u>92,838</u>	\$ <u>139,482</u>

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

	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19
	Actual	Actual	Actual	Actual	Actual	Adopted	Projected	Projected	Projected
Revenues:									
Bonds	\$ 133,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Premium Income	55,542	-	-	-	-	-	-	-	-
Interest on Unspent Balance	-	1,285	-	-	-	-	-	-	-
Total Revenues	188,542	1,285	-						
Operating Transfers In - General Fund	760,000	825,000	825,000	675,000	325,000	285,000	285,000	285,000	275,000
Operating Transfers In - CNR Fund	150,000	-	-	-	-	-	-	-	-
Operating Transfers In - MS Fund	-	-	-	-	-	-	-	-	-
Total Revenues and Operating Transfers In	1,098,542	826,285	825,000	675,000	325,000	285,000	285,000	285,000	275,000
Expenditures:									
Principal Retirement	455,000	460,000	460,000	365,000	-	-	-	-	-
Interest	64,765	45,656	25,900	5,220	-	-	-	-	-
Principal Retirement - GOB 2011	-	-	-	-	220,000	220,000	220,000	220,000	220,000
Interest - GOB 2011	-	91,706	93,525	93,525	86,925	80,325	73,725	67,125	60,525
Lease Purchase - Co-Gen/Pool Covers	64,129	78,134	78,134	-	-	-	-	-	-
Lease Purchase - CIP Equip 08/09	113,886	113,886	113,886	113,886	-	-	-	-	-
Lease Purchase - CIP Equip 09/10	87,617	87,617	70,641	58,019	58,019	-	-	-	-
Financial/Issuance Costs	110,206	-	-	-	-	-	-	-	-
Total Expenditures	895,603	876,999	842,086	635,650	364,944	300,325	293,725	287,125	280,525
Revenues and Other Financing Sources Over/(Under) Expend	202,939	(50,714)	(17,086)	39,350	(39,944)	(15,325)	(8,725)	(2,125)	(5,525)
Fund Balance, July 1	(72,794)	130,145	79,431	62,345	101,695	61,751	46,426	37,701	35,576
Fund Balance, June 30	\$ 130,145	\$ 79,431	\$ 62,345	\$ 101,695	\$ 61,751	\$ 46,426	\$ 37,701	\$ 35,576	\$ 30,051

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

	FY 19/20 Projected	FY 20/21 Projected	FY 21/22 Projected	FY 22/23 Projected	FY 23/24 Projected	FY 24/25 Projected	FY 25/26 Projected
Revenues:							
Bonds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Premium Income	-	-	-	-	-	-	-
Interest on Unspent Balance	-	-	-	-	-	-	-
Total Revenues	-	-	-	-	-	-	-
Operating Transfers In - General Fund	275,000	275,000	255,000	250,000	250,000	240,000	210,000
Operating Transfers In - CNR Fund	-	-	-	-	-	-	-
Operating Transfers In - MS Fund	-	-	-	-	-	-	-
Total Revenues and Operating Transfers In	275,000	275,000	255,000	250,000	250,000	240,000	210,000
Expenditures:							
Principal Retirement	-	-	-	-	-	-	-
Interest	-	-	-	-	-	-	-
Principal Retirement - GOB 2011	220,000	220,000	220,000	220,000	220,000	220,000	200,000
Interest - GOB 2011	53,925	47,325	40,725	33,850	25,600	16,800	8,000
Lease Purchase - Co-Gen/Pool Covers	-	-	-	-	-	-	-
Lease Purchase - CIP Equip 08/09	-	-	-	-	-	-	-
Lease Purchase - CIP Equip 09/10	-	-	-	-	-	-	-
Financial/Issuance Costs	-	-	-	-	-	-	-
Total Expenditures	273,925	267,325	260,725	253,850	245,600	236,800	208,000
Revenues and Other Financing Sources Over/(Under) Expend	1,075	7,675	(5,725)	(3,850)	4,400	3,200	2,000
Fund Balance, July 1	30,051	31,126	38,801	33,076	29,226	33,626	36,826
Fund Balance, June 30	\$ 31,126	\$ 38,801	\$ 33,076	\$ 29,226	\$ 33,626	\$ 36,826	\$ 38,826

Town of Mansfield
Solid Waste Disposal Fund
Balance Sheet
September 30, 2015
(with comparative totals for September 30, 2014)

	2016	2015
Current Assets		
Cash and Cash Equivalents	\$ 545,910	\$ 433,589
Accounts Receivable, net	-	257
	545,910	433,846
Fixed Assets		
Land	8,500	8,500
Buildings & Equipment	584,835	578,173
Less: Accumulated Depreciation	(529,421)	(517,630)
	63,915	69,043
Total Assets	609,825	502,888
Liabilities and Retained Earnings		
Current Liabilities		
Accounts Payable	-	-
Accrued Compensated Absences	13,642	11,143
Refundable Deposits	17,671	18,191
	31,312	29,335
Long-Term Liabilities		
Landfill Postclosure Costs	80,000	84,000
	80,000	84,000
Total Liabilities	111,312	113,335
Retained Earnings	498,512	389,554
Total Liabilities and Fund Balance	\$ 609,825	\$ 502,888

Town of Mansfield
Solid Waste Disposal Fund
Comparative Statement of Revenues, Expenditures
and Changes in Fund Balance
September 30, 2015
(with comparative totals for September 30, 2014)

	<u>Budget</u> <u>2015/16</u>	<u>2016</u>	<u>2015</u>
Revenues			
Transfer Station Fees	\$ 120,000	\$ 32,830	\$ 31,569
Garbage Collection Fees	1,165,300	209,677	255,523
Fee Waivers	-	606	-
Sale of Recyclables	4,000	1,150	1,873
Scrap Metals	8,000	2,002	2,494
Other Revenues	900	904	329
	<hr/>	<hr/>	<hr/>
Total Revenues	1,298,200	247,169	291,787
Expenditures			
Hauler's Tipping Fees	166,700	20,196	25,059
Mansfield Tipping Fees	56,300	3,443	7,334
Wage & Fringe Benefits	359,385	68,333	63,377
Computer Software	4,500	4,740	4,440
Trucking Fee	2,800	4,870	8,400
Recycle Cost	16,900	14,783	23
Contract Pickup	573,160	60,868	76,645
Supplies & Services	24,640	2,832	5,186
Depreciation Expense	11,000	-	-
Hazardous Waste	18,500	-	-
Equipment Parts/Other	49,950	-	7,168
LAN/WAN Expenditures	10,000	2,500	2,500
	<hr/>	<hr/>	<hr/>
Total Expenditures	1,293,835	182,565	200,132
Net Income (Loss)	4,365	64,604	91,655
Retained Earnings, July 1	433,908	433,908	297,898
	<hr/>	<hr/>	<hr/>
Retained Earnings, Sept 30	\$ 438,273	\$ 498,512	\$ 389,554

Town of Mansfield
Health Insurance Fund
Balance Sheet
September 30, 2015
(with comparative totals for September 30, 2014)

	<u>2016</u>	<u>2015</u>
Assets		
Cash and cash equivalents	\$ 1,417,184	\$ 2,381,391
Total Assets	<u>1,417,184</u>	<u>2,381,391</u>
Liabilities and Fund Equity		
Liabilities		
Accrued Medical Claims	581,000	440,000
Accounts Payable	<u>30,250</u>	<u>-</u>
Total Liabilities	<u>611,250</u>	<u>440,000</u>
Fund Balance		
Net Contributed Capital	400,000	400,000
Fund Balance - Available	<u>405,934</u>	<u>1,541,391</u>
Total Fund Balance	<u>805,934</u>	<u>1,941,391</u>
Total Liabilities and Fund Balance	<u>\$ 1,417,184</u>	<u>\$ 2,381,391</u>

**Town of Mansfield
Health Insurance Fund
Comparative Statement of Revenues, Expenditures
and Changes in Fund Balance
September 30, 2015
(with comparative totals for September 30, 2014)**

	<u>2016</u>	<u>2015</u>
Revenues		
Premium income	\$ 2,225,915	\$ 1,955,541
Interest income	710	849
	<u>2,226,625</u>	<u>1,956,391</u>
Expenditures		
Payroll	35,093	32,766
Administrative expenses	191,076	313,878
Medical claims	1,870,907	2,259,866
Payment in lieu of Insurance	41,898	38,865
Medical Supplies	8,820	18,229
LAN/WAN Expenditures	2,500	2,500
	<u>2,150,294</u>	<u>2,666,104</u>
Excess (Deficiency) of Revenues	76,331	(709,714)
Contributed Capital	400,000	400,000
Fund Balance, July 1	<u>329,603</u>	<u>2,251,105</u>
Fund Balance plus Cont. Capital, Sep 30	<u>\$ 805,934</u>	<u>\$ 1,941,391</u>

ANTHEM BLUE CROSS MONTHLY CLAIMS
ANNUAL BASIS

MONTH	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	Avg. '91- Present	5 Yr. Avg. '10-'14
JANUARY	\$ 333,923	\$ 342,476	\$ 358,256	\$ 356,891	\$ 364,331	\$ 508,001	\$ 454,813	\$ 389,841	\$ 497,371	\$ 461,600	\$ 596,583	\$ 684,680	\$ 204,233	\$ 299,508	\$ 526,015
FEBRUARY	331,286	340,298	305,259	492,485	527,867	629,924	521,301	497,159	550,094	480,989	525,952	678,239	916,556	353,465	546,487
MARCH	358,881	386,649	409,245	392,138	482,188	399,055	482,221	519,594	600,223	503,600	613,319	618,690	1,077,897	350,709	571,085
APRIL	259,835	402,093	443,382	321,969	484,465	476,056	473,587	517,452	513,677	461,016	512,034	588,271	703,022	317,795	518,490
MAY	387,515	391,287	387,104	383,505	562,876	516,518	511,932	346,650	398,403	557,547	662,586	522,070	509,140	325,380	497,451
JUNE	347,060	357,517	399,827	386,641	606,023	425,253	419,214	465,244	483,975	468,241	494,196	595,866	648,834	323,016	501,504
JULY	353,025	332,653	368,941	409,635	430,780	493,991	534,203	667,615	410,100	471,363	548,338	726,844	670,831	331,337	564,852
AUGUST	296,808	327,584	323,401	499,754	554,171	567,129	520,970	583,042	443,808	576,008	571,304	642,551	543,358	338,438	563,343
SEPTEMBER	323,667	302,399	298,440	415,053	430,908	438,495	438,428	320,452	475,683	386,452	438,160	807,550	585,211	305,245	485,659
OCTOBER	312,245	275,610	351,888	370,945	384,033	440,640	518,768	524,875	429,967	526,558	480,679	804,719		300,827	553,360
NOVEMBER	342,691	448,834	299,882	370,405	489,535	383,653	461,484	371,112	419,740	468,559	532,440	699,223		292,445	498,215
DECEMBER	415,554	358,577	343,209	427,447	436,589	358,543	368,522	502,648	451,734	429,097	488,762	962,302		307,770	566,909
ANNUAL TOTAL	4,062,490	4,265,977	4,288,835	4,826,866	5,753,767	5,637,258	5,705,441	5,705,685	5,674,774	5,791,031	6,464,352	8,331,006	5,859,082	3,809,893	6,393,370
MONTHLY AVG	\$ 338,541	\$ 355,498	\$ 357,403	\$ 402,239	\$ 479,481	\$ 469,772	\$ 475,453	\$ 475,474	\$ 472,898	\$ 482,586	\$ 538,696	\$ 694,251	\$ 651,009	\$ 324,001	\$ 532,781
% OF INCREASE	33.91%	5.01%	0.54%	12.54%	19.20%	-2.02%	1.21%	0.00%	-0.54%	2.05%	11.63%	28.88%	-6.23%	10.50%	8.40%

Town of Mansfield
Workers' Compensation Fund
Balance Sheet
September 30, 2015
 (with comparative totals for September 30, 2014)

	2016	2015
Assets		
Cash and Cash Equivalents	\$ (55,658)	\$ (67,766)
Prepaid Insurance	108,078	103,334
Total Assets	52,420	35,568
Liabilities and Fund Balance		
Liabilities		
Accounts Payable	-	-
Total Liabilities	-	-
Retained Earnings	52,420	35,568
Total Liabilities and Fund Balance	\$ 52,420	\$ 35,568

Town of Mansfield
Workers' Compensation Fund
Comparative Statement of Revenues, Expenditures
and Changes in Fund Balance
September 30, 2015
 (with comparative totals for September 30, 2014)

	<u>Budget</u> <u>2015/16</u>	<u>2016</u>	<u>2015</u>
Revenues			
Premium Income	\$ 518,810	\$ 127,190	\$ 125,515
Total Revenues	<u>518,810</u>	<u>127,190</u>	<u>125,515</u>
Expenditures			
Workers' Compensation Insurance	<u>518,810</u>	<u>108,078</u>	<u>103,334</u>
Total Expenditures	<u>518,810</u>	<u>108,078</u>	<u>103,334</u>
Net Income (Loss)	-	19,112	22,181
Retained Earnings, July 1	<u>33,308</u>	<u>33,308</u>	<u>13,387</u>
Retained Earnings, Sept 30	<u>\$ 33,308</u>	<u>\$ 52,420</u>	<u>\$ 35,568</u>

Town of Mansfield
Management Services Fund
Balance Sheet
September 30, 2015
(with comparative totals for September 30, 2014)

	2016	2015
Current Assets		
Cash and Cash Equivalents	\$ 1,464,168	\$ 1,322,295
Due From Region/Town	-	-
Accounts Receivable, net	36,161	32,266
Inventory	5,411	11,676
Total Current Assets	1,505,740	1,366,237
Fixed Assets		
Land	145,649	145,649
Buildings	226,679	226,679
Office Equipment	2,365,042	2,275,069
Less: Accumulated Depreciation	(1,434,089)	(1,294,449)
Total Fixed Assets	1,303,281	1,352,948
Total Assets	2,809,021	2,719,185
Liabilities and Retained Earnings		
Liabilities		
Accounts Payable	-	-
Total Liabilities	-	-
Equity		
Contributed Capital	146,000	146,000
Retained Earnings	2,663,021	2,573,185
Total Equity	2,809,021	2,719,185
Total Liabilities and Fund Balance	\$ 2,809,021	\$ 2,719,185

**Town of Mansfield
Management Services Fund
Estimated Statement of Revenues, Expenditures
and Changes in Retained Earnings
September 30, 2015**

	<u>Budget</u> 2015/16	<u>Actual</u> 2015/16	<u>Variance</u> <u>Favorable</u> <u>(Unfavorable)</u>
Revenues			
Mansfield Board of Education	\$ 166,300	\$ 41,575	\$ 124,725
Region 19	114,670	28,668	86,003
Town of Mansfield	11,000	2,750	8,250
Communication Service Fees	223,330	57,390	165,940
Copier Service Fees	215,440	53,072	162,368
Energy Service Fees	1,788,030	443,328	1,344,703
Rent	72,450	12,075	60,375
Rent - Telecom Tower	165,000	46,276	118,724
Sale of Supplies	57,000	75	56,925
CNR Fund	185,000	46,250	138,750
Health Insurance Fund	10,000	2,500	7,500
Solid Waste Fund	10,000	2,500	7,500
Sewer Operating Fund	3,000	750	2,250
Postal Charges	82,040	20,510	61,530
USF Credits	28,340	-	28,340
Other	-	-	-
Total Revenues	<u>3,131,600</u>	<u>757,717</u>	<u>2,373,883</u>
Expenditures			
Salaries & Benefits	463,770	101,120	362,650
Training	6,750	72	6,678
Repairs & Maintenance	31,950	5,362	26,588
Professional & Technical	19,450	875	18,575
Insurance	-	-	-
System Support	118,912	82,006	36,906
Copier Maintenance Fees	82,000	8,920	73,080
Communication Equipment	178,535	29,703	148,832
Supplies and Software Licensing	15,300	10,297	5,003
Equipment	191,838	87,415	104,423
Postage	60,000	8,639	51,361
Energy	1,668,200	223,775	1,444,425
Miscellaneous	85,390	2,275	83,115
Sub-Total Expenditures	<u>2,922,095</u>	<u>560,461</u>	<u>2,361,634</u>
Depreciation	223,750	55,938	167,813
Equipment Capitalized	<u>(28,838)</u>	<u>(87,415)</u>	<u>58,577</u>
Total Expenditures	<u>3,117,007</u>	<u>528,984</u>	<u>2,588,023</u>
Net Income (Loss)	14,593	228,734	(214,141)
Retained Earnings, July 1	<u>2,580,287</u>	<u>2,580,287</u>	<u>-</u>
Retained Earnings, Sept 30	<u>\$ 2,594,880</u>	<u>\$ 2,809,021</u>	<u>\$ (214,141)</u>

**Town of Mansfield
Transit Services Fund
Balance Sheet
September 30, 2015**

	<u>Parking Garage 2016</u>	<u>Intermodal Center 2016</u>	<u>WRD 2016</u>	<u>Total 2016</u>
Assets				
Cash and Cash Equivalents	\$ (8,647)	\$ 29,699	\$ (66,737)	\$ (45,685)
Accounts Receivable	605,153	-	-	605,153
Infrastructure	11,171,404	2,331,451	-	13,502,855
Accum Depr -Infrastructure	(744,760)	(14,730)	-	(759,490)
Construction In Progress	-	-	-	-
Total Assets	<u>11,023,150</u>	<u>2,346,420</u>	<u>(66,737)</u>	<u>13,302,833</u>
Liabilities and Fund Balance				
Liabilities				
Accounts Payable	-	-	-	-
Total Liabilities	-	-	-	-
Fund Balance	<u>11,023,149</u>	<u>2,346,420</u>	<u>(66,737)</u>	<u>13,302,833</u>
Total Liabilities and Fund Balance	<u>\$ 11,023,149</u>	<u>\$ 2,346,420</u>	<u>\$ (66,737)</u>	<u>\$ 13,302,833</u>

Town of Mansfield
Transit Services Fund - Combined
Comparative Statement of Revenues, Expenditures
and Changes in Fund Balance
September 30, 2015

	Parking Garage 2016	Intermodal Center 2016	WRTD 2016	Total 2016
Revenues				
Transient Fees	\$ 63,917	\$ -	\$ -	\$ 63,917
Monthly Fees	108,132	-	-	108,132
Violation Revenue	11,106	-	-	11,106
Misc Revenue	(59)	-	-	(59)
Rental Income	-	9,900	-	9,900
Total Revenues	183,096	9,900	-	192,996
Expenditures				
Salaries & Wages	14,215	4,121	-	18,336
Benefits	5,405	97	-	5,502
Dial-A-Ride	-	-	45,322	45,322
Utilities	(272)	-	-	(272)
WRTD - Windham Reg Transit District	-	-	-	-
WRTD - Pre-Paid Fare	-	-	42,189	42,189
Cleaning & Maintenance Service	8,293	3,600	-	11,893
WRTD - Disable Transport	-	-	12,531	12,531
Management Fee	3,750	-	-	3,750
Phone Service	2,885	-	-	2,885
Refuse Collection	-	138	-	138
Insurance	2,160	-	-	2,160
Snow Removal	-	-	-	-
Electric	-	9,780	-	9,780
Natural Gas	-	333	-	333
Credit Card Fees	2,771	-	-	2,771
Office Supplies	58	93	-	151
Professional & Technical Services	2,713	1,050	-	3,764
Advertising	-	-	-	-
Contingency	-	-	-	-
Security	1,129	-	-	1,129
Uniforms	-	-	-	-
Equipment Expense	600	4,726	-	5,326
Depreciation Expense	-	-	-	-
LAP Deductible	-	-	-	-
Printing & Binding	-	-	-	-
Cable TV Service	-	192	-	192
License and Fees	722	-	-	722
Miscellaneous	624	-	-	624
Incentive Fee	1,678	-	-	1,678
Building Repairs	-	-	-	-
Total Expenditures	46,730	24,131	100,042	170,903
Operating Transfers				
Transfer In - General Fund	-	-	33,013	33,013
Transfer In - Capital Projects Fund	-	25,000	-	25,000
Total Operating Transfers	-	25,000	33,013	58,013
Excess (Deficiency) of Revenues	136,365	10,769	(67,030)	80,105
Fund Balance, July 1	10,886,784	2,335,651	293	13,222,728
Fund Balance plus Cont. Capital, Sept 30	\$ 11,023,149	\$ 2,346,420	\$ (66,737)	\$ 13,302,833

Town of Mansfield
Cemetery Fund
Balance Sheet
September 30, 2015
 (with comparative totals for September 30, 2014)

	2016	2015
Assets		
Cash and Cash Equivalents	\$ (6,743)	\$ (166,165)
Investments	275,544	432,992
Total Assets	268,801	266,827
 Liabilities and Fund Balance		
Liabilities		
Due to the General Fund	-	-
Accounts Payable	-	-
Total Liabilities	-	-
 Fund Balance		
Reserve for Perpetual Care	250,000	250,000
Reserve for Non-Expendable Trust	1,200	1,200
Unreserved	17,601	15,627
Total Fund Balance	268,801	266,827
 Total Liabilities and Fund Balance	\$ 268,801	\$ 266,827

Town of Mansfield
Cemetery Fund
Comparative Statement of Revenues, Expenditures
and Changes in Fund Balance
September 30, 2015
(with comparative totals for September 30, 2014)

	<u>Budget</u> <u>2015/16</u>	<u>2016</u>	<u>2015</u>
Revenues			
Investment Income	\$ 12,000	\$ 1,213	\$ (2,386)
Unrealized Gain/Loss on Investments	5,000	5,777	2,223
Sale of Plots	2,400	600	1,200
 Total Revenues	 <u>19,400</u>	 <u>7,591</u>	 <u>1,037</u>
Operating Transfers			
Transfer from General Fund	20,000	5,000	9,000
 Total Operating Transfers	 <u>20,000</u>	 <u>5,000</u>	 <u>9,000</u>
 Total Rev & Oper Transfers	 <u>39,400</u>	 <u>12,591</u>	 <u>10,037</u>
Expenditures			
Salaries	5,200	1,196	1,353
Cemetery Maintenance	12,000	6,200	50
Mowing Service	18,750	2,095	2,320
 Total Expenditures	 <u>35,950</u>	 <u>9,491</u>	 <u>3,723</u>
Excess (Deficiency) of Revenues	3,450	3,100	6,314
Fund Balance, July 1	265,701	265,701	260,513
Fund Balance, Sept 30	<u>\$ 269,151</u>	<u>\$ 268,801</u>	<u>\$ 266,827</u>

Town of Mansfield
Investment Pool
September 30, 2015

	Market Value <u>June 30, 2015</u>	Market Value <u>Sep 30, 2015</u>	Market Value <u>Dec 31, 2015</u>	Market Value <u>Mar 31, 2016</u>	Market Value <u>June 30, 2016</u>	Fiscal 15/16 Change In Value
Stock Funds						
Fidelity Investments						
Select Utilities Growth	\$ 72,988.51	\$	\$	\$	\$	\$ (72,988.51)
Total Stock Funds	<u>72,988.51</u>					<u>(72,988.51)</u>
Bond Funds						
Wells Fargo Advantage						
Wells Fargo Income Plus - Inv	74,368.41	74,698.89				330.48
T. Rowe Price						
U.S. Treasury Long	87,464.83	91,012.64				3,547.81
Vanguard Investments						
GNMA Fund	111,317.28	112,615.41				1,298.13
Total Bond Funds	<u>273,150.52</u>	<u>278,326.94</u>				<u>5,176.42</u>
Total Investments	<u>\$ 346,139.03</u>	<u>\$ 278,326.94</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u>\$ (67,812.09)</u>

**Town of Mansfield
Investment Pool
September 30, 2015**

	Equity Percentage	Equity In Investments
Cemetery Fund	99.000%	275,543.67
School Non-Expendable Trust Fund	1.000%	2,783.27
 Total Equity by Fund	 100.000%	 278,326.94

Investments	Market Value
<u>Bond Funds:</u>	
Wells Fargo Advantage -Income Plus	74,698.89
T. Rowe Price - U. S. Treasury Long-Term	91,012.64
Vanguard - GNMA Fund	112,615.41
 Bond Funds	 278,326.94

Allocation	Amount	Percentage
Bonds	278,326.94	100.00%
 Total Investments	 278,326.94	 100.00%

Eastern Highlands Health District
General Fund
Balance Sheet
September 30, 2015
(with comparative totals for September 30, 2014)

	<u>2016</u>	<u>2015</u>
Assets		
Cash and Cash Equivalents	\$ <u>377,004</u>	\$ <u>374,890</u>
Total Assets	<u><u>377,004</u></u>	<u><u>374,890</u></u>
 Liabilities and Fund Balance		
Liabilities		
Accounts Payable	<u>-</u>	<u>-</u>
Total Liabilities	<u>-</u>	<u>-</u>
Fund Balance	<u>377,004</u>	<u>374,890</u>
Total Liabilities and Fund Balance	\$ <u><u>377,004</u></u>	\$ <u><u>374,890</u></u>

**Eastern Highlands Health District
General Fund
Comparative Statement of Revenues, Expenditures
and Changes in Fund Balance
September 30, 2015
(with comparative totals for September 30, 2014)**

	<u>Adopted Budget 2015/16</u>	<u>Amended Budget 2015/16</u>	<u>Estimated Actuals 2015/16</u>	<u>2016</u>	<u>Percent of Adopted Budget</u>	<u>2015</u>
Revenues						
Member Town Contributions	\$ 405,810	\$ 405,810	\$ 405,810	\$ 101,455	25.0%	\$ 97,710
State Grants	149,850	149,850	142,234	142,234	94.9%	149,857
Septic Permits	35,250	35,250	35,250	9,130	25.9%	11,210
Well Permits	15,700	15,700	15,700	5,205	33.2%	5,725
Soil Testing Service	33,500	33,500	33,500	14,945	44.6%	10,100
Food Protection Service	62,330	62,330	62,330	4,918	7.9%	4,196
B100a Reviews	26,250	26,250	26,250	9,650	36.8%	7,560
Septic Plan Reviews	30,360	30,360	30,360	7,485	24.7%	9,515
Other Health Services	2,780	2,780	2,780	1,139	41.0%	920
Appropriation of Fund Balance	29,861	29,861	29,861	-	0.0%	-
Total Revenues	<u>791,691</u>	<u>791,691</u>	<u>784,075</u>	<u>296,161</u>	<u>37.4%</u>	<u>296,793</u>
Expenditures						
Salaries & Wages	579,438	579,438	579,438	123,536	21.3%	119,251
Grant Deductions	(78,203)	(78,203)	(85,819)	(18,975)	24.3%	(15,162)
Benefits	196,280	196,280	196,280	47,785	24.3%	45,681
Miscellaneous Benefits	7,010	7,010	7,010	2,003	28.6%	1,844
Insurance	15,800	15,800	15,800	7,981	50.5%	7,627
Professional & Technical Services	16,200	16,200	16,200	426	2.6%	58
Other Purchased Services	45,896	45,896	45,896	9,959	21.7%	8,344
Other Supplies	7,820	7,820	7,820	1,261	16.1%	1,366
Equipment - Minor	1,450	1,450	1,450	172	11.9%	44
Total Expenditures	<u>791,691</u>	<u>791,691</u>	<u>784,075</u>	<u>174,148</u>	<u>22.0%</u>	<u>169,053</u>
Operating Transfers						
Transfer to CNR Fund	-	-	-	-	0.0%	-
Total Exp & Oper Trans	<u>791,691</u>	<u>791,691</u>	<u>784,075</u>	<u>174,148</u>	<u>22.0%</u>	<u>169,053</u>
Excess (Deficiency) of Revenues	-	-	-	122,013		127,740
Fund Balance, July 1	254,991	254,991	254,991	254,991		247,151
Fund Balance plus Cont. Capital, Sept 30	<u>\$ 254,991</u>	<u>\$ 254,991</u>	<u>\$ 118,781</u>	<u>\$ 377,004</u>		<u>\$ 374,891</u>

Eastern Highlands Health District
Capital Non-Recurring Fund
Balance Sheet
September 30, 2015
(with comparative totals for September 30, 2014)

	<u>2016</u>	<u>2015</u>
Assets		
Cash and Cash Equivalents	\$ <u>182,848</u>	\$ <u>251,416</u>
Total Assets	<u>182,848</u>	<u>251,416</u>
Liabilities and Fund Balance		
Liabilities		
Accounts Payable	<u>-</u>	<u>-</u>
Total Liabilities	<u>-</u>	<u>-</u>
Fund Balance	<u>182,848</u>	<u>251,416</u>
Total Liabilities and Fund Balance	<u>\$ 182,848</u>	<u>\$ 251,416</u>

Eastern Highlands Health District
Capital Non-Recurring Fund
Comparative Statement of Revenues, Expenditures
and Changes in Fund Balance
September 30, 2015
(with comparative totals for September 30, 2014)

	<u>2016</u>	<u>2015</u>
Revenues		
State Grants	\$ -	\$ -
Total Revenues	<u>-</u>	<u>-</u>
Operating Transfers		
General Fund	<u>-</u>	<u>-</u>
Total Operating Transfers	<u>-</u>	<u>-</u>
Total Rev & Oper Trans	<u>-</u>	<u>-</u>
Expenditures		
Professional & Technical Services	-	-
Vehicles	-	-
Office Equipment	<u>22,431</u>	<u>-</u>
Total Expenditures	<u>22,431</u>	<u>-</u>
Excess (Deficiency) of Revenues	(22,431)	-
Fund Balance, July 1	<u>205,279</u>	<u>251,416</u>
Fund Balance plus Cont. Capital, Sept 30	<u>\$ 182,848</u>	<u>\$ 251,416</u>

Mansfield Downtown Partnership
Statement of Financial Position
September 30, 2015
(with comparative totals for September 30, 2014)

	<u>2016</u>	<u>2015</u>
Assets		
Cash & Cash Equivalents	\$ 223,764	\$ 195,848
Accounts Receivable	<u> -</u>	<u> -</u>
Total Assets	<u>223,764</u>	<u>195,848</u>
Liabilities		
Accounts Payable	<u> -</u>	<u> -</u>
Total Liabilities	<u> -</u>	<u> -</u>
Fund Balance		
Contributed Capital	51,440	51,440
Unreserved	<u>172,324</u>	<u>144,408</u>
Total Fund Balance	<u>223,764</u>	<u>195,848</u>
Total Liabilities and Fund Balance	<u>\$ 223,764</u>	<u>\$ 195,848</u>

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

	Actual 2010/11	Actual 2011/12	Actual 2012/13	Actual 2013/14	Actual 2014/15	Adopted Budget 2015/16	Actual 9/30/15
Revenues							
Intergovernmental							
Mansfield General Fund/CNR	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 31,250
Uconn	125,000	125,000	125,000	125,000	125,000	125,000	-
Mansfield Capital Projects *	-	-	-	-	-	-	-
Leyland Share - Relocation	10,000	-	-	-	-	-	-
Membership Fees	16,983	16,778	17,463	19,680	15,490	15,000	2,385
Local Support	-	-	-	-	-	-	-
State Support	-	-	-	-	-	-	-
Contributions/Other	-	-	-	-	-	-	-
Total Revenues	<u>276,983</u>	<u>266,778</u>	<u>267,463</u>	<u>269,680</u>	<u>265,490</u>	<u>265,000</u>	<u>33,635</u>
Operating Expenditures							
Town Square Contribution	-	-	-	100,000	-	-	-
Salaries and Benefits	147,126	170,810	182,066	188,736	196,111	209,363	48,190
Professional & Technical	71,561	61,608	78,617	22,937	15,909	32,000	1,777
Office Rental	15,040	8,000	7,810	9,344	12,660	13,840	3,480
Insurance	1,715	1,747	1,545	2,950	3,780	3,920	3,900
Purchased Services	6,612	9,641	8,716	9,253	9,625	10,750	2,466
Supplies & Services	3,000	1,276	1,380	3,768	644	750	112
Contingency	-	-	-	-	-	25,000	-
Total Operating Expenditures	<u>245,054</u>	<u>253,082</u>	<u>280,134</u>	<u>336,989</u>	<u>238,730</u>	<u>295,623</u>	<u>59,925</u>
Operating Income/(Loss)	31,929	13,696	(12,671)	(67,309)	26,760	(30,623)	(26,290)
Fund Balance, July 1	<u>257,649</u>	<u>289,578</u>	<u>303,274</u>	<u>290,603</u>	<u>223,294</u>	<u>250,054</u>	<u>250,054</u>
Fund Balance, End of Period	<u>\$ 289,578</u>	<u>\$ 303,274</u>	<u>\$ 290,603</u>	<u>\$ 223,294</u>	<u>\$ 250,054</u>	<u>\$ 219,431</u>	<u>\$ 223,764</u>
Contribution Recap							
	Actual 2010/11	Actual 2011/12	Actual 2012/13	Actual 2013/14	Actual 2014/15	Adopted Budget 2015/16	Actual 9/30/15
Mansfield	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 31,250
Mansfield Capital Projects	-	-	-	-	-	-	-
UCONN	<u>125,000</u>	<u>125,000</u>	<u>125,000</u>	<u>125,000</u>	<u>125,000</u>	<u>125,000</u>	<u>-</u>
Total Contributions	<u>\$ 250,000</u>	<u>\$ 31,250</u>					

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

	Budget	Actual
Operating Revenues		
Intergovernmental Revenues		
State Support	\$ 13,292,000	\$ 12,946,441
DECD STEAP Grants - I, II, III, IV	1,000,000	766,240
Urban Action Grant	2,500,000	1,066,505
DOT Grant # 77-217	1,622,800	573,617
Federal Transit Authority (Bus Facility)	4,940,000	5,084,266
Local Support (DECD grant)	115,640	55,535
Local Share - Bonds	302,000	302,000
Leyland Share (FTA Match & Other)	2,104,860	40,740
EDR Share	1,765,000	1,872,276
Desman Settlement	-	215,000
Future Revenues	-	6,588
Reserve	372,000	372,000
Other	-	51,394
Total Operating Revenues	28,014,300	23,352,602
Operating Expenditures		
Downtown Revitalization & Enhancement:		
Salaries - Temporary	-	231,835
Legal Services	2,609	9,355
Legal Services - DECD Contract	2,442	2,442
Contracted Services	234,300	10,818
Architects & Engineers	1,758,536	1,657,027
Demolition	930,460	949,631
Environmental Remediation	70,022	92,146
Site Improvements	1,474,800	537,734
Construction Costs	18,452,318	18,793,339
Construction - Storrs Road	2,386,822	1,428,741
Construction - Intermodal Center	-	1,972,688
Construction - Dog Lane/Village Street	2,170,000	1,771,079
Construction - Town Square	30,000	113,742
Contingency	500,000	-
Other	1,991	55,617
Total Operating Expenditures	28,014,300	27,626,193
Revenues Over/(Under) Expenditures *	-	(4,273,591)
Fund Balance, July 1	-	-
Fund Balance, End of Period	\$ -	\$ (4,273,591)

* Due from other agencies (grants)

**Town of Mansfield
Serial Bonds Summary
Schools and Town
as of September 30, 2015**

	<u>Schools</u>	<u>Town</u>	<u>Total</u>
Balance at July 1, 2015	\$ 871,000	\$ 1,529,000	\$2,400,000
Issued During Period			
Retired During Period	-	-	-
Balance at September 30, 2015	<u>\$ 871,000</u>	<u>\$ 1,529,000</u>	<u>\$2,400,000</u>

Changes in Bonds and Notes Outstanding

	<u>Serial Bonds</u>	<u>BAN's</u>	<u>Promissory Note</u>	<u>Total</u>
Balance at July 1, 2015	\$2,400,000	\$ -	\$ -	\$2,400,000
Debt Issued				
Debt Retired	-			-
Balance at September 30, 2015	<u>\$2,400,000</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$2,400,000</u>

<u>Description</u>	<u>Original Amount</u>	<u>Payment Date</u>		<u>Bonds</u>	<u>BAN's</u>	<u>Total</u>
		<u>P & I</u>	<u>I</u>			
2004 Town Taxable Gen. Oblig Bond	\$2,590,000	6/01	12/01	\$ -		\$ -
2004 School General Oblig. Bond	940,000	6/01	12/01	-		-
2004 Town General Oblig. Bond	725,000	6/01	12/01	-		-
2011 Town General Oblig. Bond	1,485,000	3/15	9/15	1,246,500		1,246,500
2011 Town Sewer Purpose Bond	330,000	3/15	9/15	282,500		282,500
2011 School General Oblig. Bond	1,025,000	3/15	9/15	871,000		871,000
	<u>\$7,095,000</u>			<u>\$2,400,000</u>	<u>\$ -</u>	<u>\$2,400,000</u>

Town of Mansfield
Estimated Detail of Debt Outstanding
Schools and Town
As of September 30, 2015

	Original Amount	Estimated Balance 9/30/15
Schools:		
Consists of -		
2004 General Obligation Bonds:		
MMS IRC	\$ 940,000	\$ -
2011 General Obligation Bonds:		
MMS Heating Conversion	1,025,000	871,000
	1,965,000	871,000
Schools Outstanding Debt	1,965,000	871,000
Town:		
Consists of -		
2004 Taxable General Obligation Bonds:		
Community Center	\$ 2,590,000	\$ -
2004 General Obligation Bonds:		
Library Renovations	725,000	-
2011 General Obligation Bonds:		
Community Center Air Conditioning	173,620	147,500
Hunting Lodge Road Bikeway	105,250	89,000
Salt Storage Shed	263,130	223,000
Storrs Rd/Flaherty Rd Streetscape Improvements	302,000	256,000
Various Equipment Purchases	93,000	69,000
Facility Improvements	40,000	30,000
Transportation Facility Improvements	130,000	111,000
Stone Mill Rd/Laurel Lane Bridge Replacements	378,000	321,000
2011 Sewer Purpose Obligation Bonds:		
Four Corners Sewer & Water Design	330,000	282,500
	5,130,000	1,529,000
Town Outstanding Debt	5,130,000	1,529,000
 Total Debt Outstanding	 \$ 7,095,000	 \$ 2,400,000

Town of Mansfield
Summary of Investments
September 30, 2015

Health Insurance Fund

Institution	Principal	Rate of Interest	Date of Purchase	Date of Maturity	Accrued Interest @ 9/30/15
State Treasurer	\$ 2,498,066	0.140	Various	Various	\$
Total Accrued Interest @ 9/30/15					\$
Interest Received 7/1/15 - 9/30/15					<u>1,105</u>
Total Interest, Health Insurance Fund @ 9/30/15					<u>\$ 1,105</u>

All Other Funds

Institution	Principal	Rate of Interest	Date of Purchase	Date of Maturity	Accrued Interest @ 9/30/15
State Treasurer	\$ 15,447,340	0.140	Various	Various	\$
Total Accrued Interest @ 9/30/15					\$
Interest Received 7/1/15 - 9/30/15					<u>6,311</u>
Total Interest, General Fund, 9/30/15					<u>\$ 6,311</u>

Town of Mansfield
Memo

DATE: October 22, 2015
 To: Matt Hart, Town Manager
 Cherie Trahan, Director of Finance
 From: Christine Gamache, Collector of Revenue
 Subject: Amounts and % of Collections for 7/1/15 to 09/30/2015 comparable to 7/1/14 to 09/30/2014 and 7/1/13 to 09/30/2013

	GRAND LIST			PAID	% PAID	DELINQUENT	
	2014	ADJUSTMENTS	ADJUSTED LIST			BALANCE	% OPEN
RE	24,353,704	44,651	24,398,355	(12,649,704)	51.8%	11,748,651	48.2%
STORRS CENTER RE	1,610,627	-	1,610,627	(761,252)	47.3%	849,375	52.7%
PER	1,460,800	(21)	1,460,779	(860,918)	58.9%	599,861	41.1%
STORRS CENTER PP	134,750	-	134,750	(69,975)	51.9%	64,775	48.1%
MV	2,291,688	(37,156)	2,254,532	(2,023,362)	89.7%	231,170	10.3%
DUE	29,851,569	7,473	29,859,043	(16,365,211)	54.8%	13,493,832	45.2%
MVS	-	-	-	-	-	-	-
TOTAL	29,851,569	7,473	29,859,043	(16,365,211)	54.8%	13,493,832	45.2%
PRIOR YEARS COLLECTION July 1, 2015 to June 30, 2016							
Suspense Collections		610		Suspense Interest Less Fees		636	
Prior Years Taxes		70,062		Interest and Lien Fees		39,988	
		<u>70,673</u>				<u>40,624</u>	

	GRAND LIST			PAID	% PAID	DELINQUENT	
	2013	ADJUSTMENTS	ADJUSTED LIST			BALANCE	% OPEN
RE	24,424,734	62,647	24,487,382	(12,726,270)	52.0%	11,761,112	48.0%
STORRS CENTER RE	530,658	3,968	534,626	(260,937)	48.8%	273,689	51.2%
PER	1,149,415	(593)	1,148,823	(708,866)	61.7%	439,957	38.3%
STORRS CENTER PP	45,487	-	45,487	(23,098)	50.8%	22,389	49.2%
MV	2,085,479	(27,610)	2,057,869	(1,835,400)	89.2%	222,468	10.8%
DUE	28,190,286	38,413	28,228,699	(15,531,473)	55.0%	12,697,226	45.0%
MVS	-	-	-	-	-	-	-
TOTAL	28,190,286	38,413	28,228,699	(15,531,473)	55.0%	12,697,226	45.0%
PRIOR YEARS COLLECTION July 1, 2014 to June 30, 2015							
Suspense Collections		3,200		Suspense Interest Less Fees		4,394	
Prior Years Taxes		140,311		Interest and Lien Fees		56,686	
		<u>143,511</u>				<u>61,080</u>	

	GRAND LIST			PAID	% PAID	DELINQUENT	
	2012	ADJUSTMENTS	ADJUSTED LIST			BALANCE	% OPEN
RE	24,454,815	(101,293)	24,353,522	(12,565,740)	51.6%	11,787,782	48.4%
STORRS CENTER RE	392,139	78,297	470,436	(207,486)	44.1%	262,949	55.9%
PER	1,042,661	(380)	1,042,281	(622,169)	59.7%	420,112	40.3%
MV	2,060,254	(22,968)	2,037,287	(1,771,957)	87.0%	265,330	13.0%
DUE	27,949,868	(46,343)	27,903,525	(14,455,216)	51.8%	13,448,309	48.2%
TOTAL	27,949,868	(46,343)	27,903,525	(14,455,216)	51.8%	13,448,309	48.2%
PRIOR YEARS COLLECTION July 1, 2013 to June 30, 2014							
Suspense Collections		6,113		Suspense Interest Less Fees		5,554	
Prior Years Taxes		128,308		Interest and Lien Fees		54,013	
		<u>134,421</u>				<u>59,566</u>	

Collections for the year are lagging behind the past year overall by a small margin of .2%. This is likely because of the difference in billing dates for the current year. Last year we sent the billing out a few weeks prior to the due date. This year the bills went out exactly on the 1st of July as the budget setting was delayed. The prior years collections are significantly less than in the previous years. This is due to the fact that we have collected so aggressively on past due taxes over

Town of Mansfield
Capital Projects - Open Space
September 30, 2015

	Acreage	Total Budget	Expended Thru 6/30/2015	Current Year Expenditures	Estimated Unexpended Balance	Anticipated Grants
Expenditures Prior to 92/93	-	\$ 4,409,389	\$ 130,794	-	-	-
UNALLOCATED COSTS:						
Appraisal Fees - Various	-	-	50,266	-	-	-
Financial & Legal Fees	-	-	24,134	-	-	-
Survey, Inspections & Miscellaneous	-	-	51,902	-	-	-
Outdoor Maintenance	-	-	13,752	6,842	-	-
Major Additions - Improvements	-	-	3,000	-	-	-
Forest Stewardship-50' Cliff Preserve	-	-	3,852	-	-	-
Parks Coordinator	-	-	103,604	-	-	-
PROPERTY PURCHASES:						
Bassetts Bridge Rd Lots 1,2,3	8.23	-	128,439	-	-	-
Baxter Property	25.80	-	163,330	-	-	-
Bodwell Property	6.50	-	42,703	-	-	-
Boettiger, Orr, Parish Property	106.00	-	101,579	-	-	-
Dorwart Property	61.00	-	342,482	-	-	-
Dunnack Property	32.00	-	35,161	-	-	-
Eaton Property	8.60	-	162,236	-	-	-
Ferguson Property	1.19	-	31,492	-	-	-
Fesik Property	7.40	-	7,636	-	-	-
Hatch/Skinner Property	35.33	-	291,780	-	-	-
Holinko Property	18.60	-	62,576	-	-	-
Larkin Property	11.70	-	24,202	-	-	-
Laugardia Property - Dodd Rd.	-	-	5,700	-	-	-
Lion's Club Park	-	-	81,871	-	-	-
Malek Property	-	-	25,500	-	-	-
Marshall Property	17.00	-	17,172	-	-	-
McGregor Property	2.10	-	8,804	-	-	-
McShea Property	-	-	1,500	-	-	-
* Merrow Meadow Park Develop.	15.00	-	-	-	-	-
Morneau Property	-	-	4,310	-	-	-
Moss Property	134.50	-	100,000	-	-	-
Mulberry Road (Joshua's Trust)	5.90	-	12,500	-	-	-
Mullane Property (Joshua's Trust)	17.00	-	10,000	-	-	-
Olsen Property	59.75	-	104,133	-	-	-
Ossen - Birchwood Heights Property	-	-	500	-	-	-
Porter Property	6.70	-	135,466	-	-	-
Puddin Lane	9.15	-	20,378.00	-	-	-
Reed Property	23.70	-	69,527	-	-	-
Rich Property	102.00	-	283,322	-	-	-
Sibley Property	50.57	-	90,734	-	-	-
Swanson Property (Browns Rd)	29.00	-	64,423	-	-	-
Thompson/Swaney Prop. (Bone Mill)	-	-	1,500	-	-	-
Torrey Property	29.50	-	91,792	-	-	-
Vernon Property	3.00	-	31,732	-	-	-
Estate of Vernon - Property	68.41	-	257,996	-	-	-
Warren Property	6.80	-	24,638	-	-	-
Watts Property	23.50	-	92,456	-	-	-
	<u>925.93</u>	<u>\$ 4,409,389</u>	<u>\$ 3,310,874</u>	<u>\$ 6,842</u>	<u>\$ 1,091,673</u>	<u>\$ -</u>

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

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

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

As of September 30, 2015

REVENUE:

TUITION REVENUE:

RECEIVED TO DATE	-	
OUTSTANDING RECEIVABLE	-	
TOTAL TUITION REVENUE	-	
EXCESS COST & STATE AGENCY GRANT SERVICES FOR THE BLIND	250,266.37	* Capped at 80%
MEDICAID REIMBURSEMENT PROGRAM	14,100.46	
TOTAL REVENUES		264,366.83

EXPENDITURES:

TUITION PAYMENTS 112-61600-xxxxx-52		
BUDGET	175,000.00	
ANTICIPATED EXPENDITURES	(521,386.77)	
	(346,386.77)	
OCCUPATIONAL & PHYSICAL THERAPY 112-62104-xxxxx-52		
BUDGET	230,500.00	
ANTICIPATED EXPENDITURES	(161,177.66)	
	69,322.34	
TRANSPORTATION 112-62802-53910-52		
BUDGET	150,000.00	
ANTICIPATED EXPENDITURES	(189,370.71)	
	(39,370.71)	
TOTAL EXPENDITURES BALANCE - UNDER (OVER)		(316,435.14)
TOTAL BALANCE UNDER (OVER) BUDGET		(52,068.31)

Town of Mansfield
Revenue Summary
September 30, 2015

Fiscal Year: 2016 for Dates from 01-Jul-2015 to 30-Sep-2015							
Account and Description	Appropriation	Approp Adj	Debit Amounts	Credit Amounts	Ending Balance	%Recd	Activity
40101 Current Year Levy	(27,675,460.00)	-	57,740.90	16,428,423.71	(11,304,777.19)	59.15	16,370,682.81
40102 Prior Year Levy	(200,000.00)	-	3,842.96	74,334.84	(129,508.12)	35.25	70,491.88
40103 Interest & Lien Fees	(175,000.00)	-	265.14	40,548.77	(134,716.37)	23.02	40,283.63
40104 Motor Vehicle Supplement	(220,000.00)	-	-	-	(220,000.00)	0.00	-
40105 Susp. Coll. Taxes - Trnsc.	(10,000.00)	-	-	466.94	(9,533.06)	4.67	466.94
40106 Susp. Coll. Int. - Trnsc.	(13,000.00)	-	-	489.55	(12,510.45)	3.77	489.55
40109 Collection Fees	(2,000.00)	-	-	-	(2,000.00)	0.00	-
40110 CURRENT YR LEVY - STORRS CTR	(2,351,470.00)	-	-	-	(2,351,470.00)	0.00	-
40111 CURRENT YR LEVY-STORRS CTR-ABATEMENT	728,000.00	-	-	-	728,000.00	0.00	-
_Total_Taxes and Related Items	(29,918,930.00)	-	61,849.00	16,544,263.81	(13,436,515.19)	55.09	16,482,414.81
40201 Misc Licenses & Permits	(3,040.00)	-	-	1,007.00	(2,033.00)	33.13	1,007.00
40202 Sport Licenses	(300.00)	-	-	28.00	(272.00)	9.33	28.00
40203 Dog Licenses	(8,000.00)	-	(6,308.75)	635.50	(1,055.75)	86.80	6,944.25
40204 Conveyance Tax	(163,000.00)	-	-	29,190.32	(133,809.68)	17.91	29,190.32
40210 Subdivision Permits	(2,000.00)	-	-	-	(2,000.00)	0.00	-
40211 Zoning/Special Permits	(17,000.00)	-	-	3,800.00	(13,200.00)	22.35	3,800.00
40212 Zba Applications	(2,000.00)	-	-	400.00	(1,600.00)	20.00	400.00
40214 Iwa Permits	(2,750.00)	-	4,450.00	5,410.00	(1,790.00)	34.91	960.00
40224 Road Permits	(1,500.00)	-	-	650.00	(850.00)	43.33	650.00
40238 Building Permits	(200,000.00)	-	-	50,342.75	(149,657.25)	25.17	50,342.75
40200 Adm Cost Reimb-permits	(200.00)	-	2.00	76.00	(126.00)	37.00	74.00
40232 Housing Code Permits	(117,000.00)	-	-	37,465.00	(79,535.00)	32.02	37,465.00
40233 Housing Code Penalties	(1,000.00)	-	-	-	(1,000.00)	0.00	-
40234 Landlord Registrations	(2,000.00)	-	-	350.00	(1,650.00)	17.50	350.00
_Total_Licenses and Permits	(519,790.00)	-	(1,856.75)	129,354.57	(388,578.68)	25.24	131,211.32
40357 Social Serv Block Grant	(3,470.00)	-	-	881.00	(2,589.00)	25.39	881.00
_Total_Fed. Support Gov	(3,470.00)	-	-	881.00	(2,589.00)	25.39	881.00
40401 Education Assistance	(10,186,650.00)	-	-	-	(10,186,650.00)	0.00	-
40402 School Transportation	(121,560.00)	-	-	-	(121,560.00)	0.00	-
_Total_State Support Education	(10,308,210.00)	-	-	-	(10,308,210.00)	0.00	-
40451 Pilot - State Property	(7,275,530.00)	-	-	7,192,803.81	(82,726.19)	98.86	7,192,803.81
40454 Circuit Crt-parking Fines	(500.00)	-	-	250.00	(250.00)	50.00	250.00
40455 Circuit Breaker	(45,000.00)	-	-	-	(45,000.00)	0.00	-
40456 Tax Relief For Elderly	(2,000.00)	-	-	-	(2,000.00)	0.00	-
40457 Library - Connecticutcard/ill	(12,370.00)	-	-	-	(12,370.00)	0.00	-
40458 Library - Basic Grant	(1,160.00)	-	-	-	(1,160.00)	0.00	-
40462 Disability Exempt Reimb	(1,200.00)	-	-	-	(1,200.00)	0.00	-
40465 Emerg Mgmt Performance Grant	(12,820.00)	-	26,086.00	-	(38,906.00)	-203.48	(26,086.00)

Town of Mansfield
Revenue Summary
September 30, 2015

Fiscal Year: 2016 for Dates from 01-Jul-2015 to 30-Sep-2015							
Account and Description	Appropriation	Approp Adj	Debit Amounts	Credit Amounts	Ending Balance	%Recd	Activity
40469 Veterans Reimb	(6,860.00)	-	-	-	(6,860.00)	0.00	-
40470 State Revenue Sharing	(6,840.00)	-	-	-	(6,840.00)	0.00	-
40494 Judicial Revenue Distribution	(10,500.00)	-	-	3,067.50	(7,432.50)	29.21	3,067.50
40551 Pilot - Senior Housing	-	-	18,000.00	18,103.00	103.00	0.00	103.00
_Total_State Support Gov	(7,374,780.00)	-	44,086.00	7,214,224.31	(204,641.69)	97.23	7,170,138.31
40605 Region 19 Financial Serv	(96,530.00)	-	-	24,132.50	(72,397.50)	25.00	24,132.50
40606 Health District Services	(27,820.00)	-	-	6,954.00	(20,866.00)	25.00	6,954.00
40610 Recording	(60,000.00)	-	-	13,227.00	(46,773.00)	22.05	13,227.00
40611 Copies Of Records	(12,580.00)	-	-	2,789.00	(9,791.00)	22.17	2,789.00
40612 Vital Statistics	(12,000.00)	-	-	2,897.00	(9,103.00)	24.14	2,897.00
40620 Police Service	(111,250.00)	-	91,452.84	1,359.31	(201,343.53)	-80.98	(90,093.53)
40622 Redemption/Release Fees	(1,000.00)	-	-	293.00	(707.00)	29.30	293.00
40625 Animal Adoption Fees	(900.00)	-	-	205.00	(695.00)	22.78	205.00
40640 Lost & Damaged Books/materials	-	-	-	310.92	310.92	0.00	310.92
40641 FINES ON OVERDUE BOOKS	(7,610.00)	-	-	2,311.42	(5,298.58)	30.37	2,311.42
40644 PARKING PLAN REVIEW FEE	(2,200.00)	-	-	255.00	(1,945.00)	11.59	255.00
40650 Blue Prints	(200.00)	-	-	2.00	(198.00)	1.00	2.00
40650 Reg Dist 19 Grnds Mntnce	(17,840.00)	-	-	4,460.00	(13,380.00)	25.00	4,460.00
40653 Zoning Regulations	(100.00)	-	-	215.00	115.00	215.00	215.00
40671 Day Care Grounds Maintenance	(12,770.00)	-	-	3,192.50	(9,577.50)	25.00	3,192.50
40674 Charge for Services	(1,000.00)	-	-	2,102.87	1,102.87	210.29	2,102.87
40678 Celeron Sq Assoc Bikepath Main	(2,700.00)	-	-	8,737.50	6,037.50	323.61	8,737.50
40683 Sale of Merchandise	-	-	-	50.70	50.70	0.00	50.70
40684 Cash Overage/Shortage	-	-	224.07	14.94	(209.13)	0.00	(209.13)
40699 Fire Safety Code Fees	(20,000.00)	-	-	4,470.82	(15,529.18)	22.35	4,470.82
_Total_Charge for Services	(386,500.00)	-	91,676.91	77,980.48	(400,196.43)	-3.54	(13,696.43)
40702 Parking Tickets - Town	(4,500.00)	-	-	-	(4,500.00)	0.00	-
40705 TOWN PARKING FINES-STORRS CENTER	-	-	-	20,383.00	20,383.00	0.00	20,383.00
40710 Building Fines	(1,000.00)	-	-	-	(1,000.00)	0.00	-
40711 Landlord Registration Penalty	(90.00)	-	-	-	(90.00)	0.00	-
40713 NUISANCE ORDINANCE	(9,500.00)	-	-	1,090.00	(8,410.00)	11.47	1,090.00
40715 Ordinance Violation Penalty	(2,500.00)	-	-	90.00	(2,410.00)	3.60	90.00
40716 Noise Ordinance Violation	(160.00)	-	-	-	(160.00)	0.00	-
40717 Possession Alcohol Ordinance	(9,900.00)	-	-	540.00	(9,360.00)	5.46	540.00
40718 Open Liquor Container Ordin	(5,400.00)	-	-	270.00	(5,130.00)	5.00	270.00
_Total_Fines and Forfeitures	(33,050.00)	-	-	22,373.00	(10,677.00)	67.69	22,373.00
40804 Rent - Historical Soc	(2,000.00)	-	-	600.00	(1,400.00)	30.00	600.00
40807 Rent - Town Hall	(7,580.00)	-	-	-	(7,580.00)	0.00	-
40808 Rent - Senior Center	(100.00)	-	-	-	(100.00)	0.00	-
40817 Telecom Services Payment	(45,000.00)	-	-	-	(45,000.00)	0.00	-

Town of Mansfield
Revenue Summary
September 30, 2015

Fiscal Year: 2016 for Dates from 01-Jul-2015 to 30-Sep-2015							
Account and Description	Appropriation	Approp Adj	Debit Amounts	Credit Amounts	Ending Balance	%Recd	Activity
40820 Interest Income	(25,000.00)	-	-	3,598.54	(21,401.46)	14.39	3,598.54
40824 Sale Of Supplies	(20.00)	-	-	-	(20.00)	0.00	-
40825 Rent - R19 Maintenance	(2,790.00)	-	-	697.50	(2,092.50)	25.00	697.50
40890 Other	(2,500.00)	-	0.02	17.55	(2,482.47)	0.70	17.53
_Total_Miscellaneous	(84,990.00)	-	0.02	4,913.59	(80,076.43)	5.78	4,913.57
40928 School Cafeteria	(2,550.00)	-	-	625.00	(1,925.00)	24.51	625.00
_Total_Operating Transfers In	(2,550.00)	-	-	625.00	(1,925.00)	24.51	625.00
_Total_111 GENERAL FUND - TOWN	(48,632,270.00)	-	195,755.18	23,994,615.76	(24,833,409.42)	48.94	23,798,860.58
_Grand_Total_	(48,632,270.00)	-	195,755.18	23,994,615.76	(24,833,409.42)	48.94	23,798,860.58

Town of Mansfield
Expenditure Summary by Activity
September 30, 2015

<u>Account and Description</u>	<u>Appropriation</u>	<u>Appropriation Adj</u>	<u>Encumbrances</u>	<u>Expenditures</u>	<u>Remaining Balance</u>	<u>% Used</u>
11100 Legislative	108,600.00	-	30,497.20	52,780.93	25,321.87	76.68
12100 Municipal Management	235,500.00	-	75.00	50,956.53	184,468.47	21.67
12200 Human Resources	146,510.00	-	40,938.50	25,045.51	80,525.99	45.04
13100 Town Attorney	53,000.00	-	11,862.09	2,721.26	38,416.65	27.52
13200 Probate	7,010.00	-	-	7,772.20	(762.20)	110.87
14200 Registrars	40,650.00	-	-	5,556.03	35,093.97	13.67
15100 Town Clerk	228,600.00	-	13,900.00	49,167.10	165,532.90	27.59
15200 General Elections	13,935.00	-	4,250.00	2,000.00	7,685.00	44.85
16100 Finance Administration	132,560.00	-	-	26,695.38	105,864.62	20.14
16200 Accounting & Disbursements	230,795.00	-	-	39,334.06	191,460.94	17.04
16300 Revenue Collections	167,260.00	-	2,485.74	56,947.46	107,826.80	35.53
16402 Property Assessment	231,100.00	-	575.59	47,995.70	182,528.71	21.02
16510 Central Copying	39,300.00	-	-	8,962.38	30,337.62	22.81
16511 Central Services	32,500.00	-	-	7,010.62	25,489.38	21.57
16600 Information Technology	11,000.00	-	-	2,750.00	8,250.00	25.00
30900 Facilities Management	798,760.00	-	48,154.44	156,602.12	594,003.44	25.63
Total General Government	2,477,080.00	-	152,738.56	542,297.28	1,782,044.16	28.06
21200 Police Services	1,488,840.00	-	1,269.64	8,459.43	1,479,110.93	0.65
21300 Animal Control	94,030.00	-	57.98	18,697.77	75,274.25	19.95
22101 FIRE PREVENTION	154,075.00	-	-	33,832.33	120,242.67	21.96
22155 Fire & Emerg Services Admin	252,515.00	-	-	36,458.00	216,057.00	14.44
22160 Fire & Emergency Services	1,636,830.00	-	57,339.81	386,117.07	1,193,373.12	27.09
23100 Emergency Management	66,160.00	-	-	13,344.90	52,815.10	20.17
Total Public Safety	3,692,450.00	-	58,667.43	496,909.50	3,136,873.07	15.05
30100 Public Works Administration	170,960.00	-	410.00	33,046.23	137,503.77	19.57
30200 Supervision & Operations	127,170.00	-	1,537.00	27,439.62	98,193.38	22.79
30300 Road Services	763,390.00	-	35,820.24	168,399.22	559,170.54	26.75
30400 Grounds Maintenance	411,430.00	-	24,840.83	75,719.12	310,870.05	24.44
30600 Equipment Maintenance	545,140.00	-	106,322.23	121,785.94	317,031.83	41.84
30700 Engineering	203,600.00	-	1,433.17	56,403.68	145,763.15	28.41
Total Public Works	2,221,690.00	-	170,363.47	482,793.81	1,568,532.72	29.40

Town of Mansfield
Expenditure Summary by Activity
September 30, 2015

<u>Account and Description</u>	<u>Appropriation</u>	<u>Appropriation Adj</u>	<u>Encumbrances</u>	<u>Expenditures</u>	<u>Remaining Balance</u>	<u>% Used</u>
41200 Health Regulation & Inspec.	130,800.00	-	-	32,281.94	98,518.06	24.68
42100 ADULT & ADMINISTRATIVE SERVICES	307,380.00	-	400.00	69,563.63	237,416.37	22.76
42204 Youth Employment - Middle Sch	-	-	-	64.05	(64.05)	0.00
42210 Youth Services	163,970.00	-	720.00	27,625.10	135,624.90	17.29
42300 Senior Services	221,290.00	-	290.00	50,594.52	170,405.48	22.99
43100 Library Services	718,410.00	-	12,348.03	166,786.15	539,275.82	24.94
45000 GRANTS TO AREA AGENCIES	45,050.00	-	-	42,050.00	3,000.00	93.34
Total Community Services	1,586,900.00	-	13,758.03	388,965.39	1,184,176.58	25.38
30800 Building Inspection	298,340.00	-	-	71,107.04	227,232.96	23.83
30810 Housing Inspection	-	-	-	368.03	(368.03)	0.00
51100 PLANNING & DEVELOPMENT	287,100.00	-	-	60,299.60	226,800.40	21.00
52100 Planning/Zoning Inland/Wetlnd	11,890.00	-	11,075.00	(3,956.47)	4,771.47	59.87
53100 ECONOMIC DEVELOPMENT	19,200.00	-	140.00	867.50	18,192.50	5.25
58000 Boards and Commissions	6,400.00	-	264.07	421.35	5,714.58	10.71
Total Community Development	622,930.00	-	11,479.07	129,107.05	482,343.88	22.57
71000 Employee Benefits	2,757,420.00	-	95,998.07	602,651.87	2,058,770.06	25.34
72000 INSURANCE (LAP)	204,020.00	-	141,153.75	78,191.63	(15,325.38)	107.51
73000 Contingency	105,000.00	-	-	-	105,000.00	0.00
Total Town-Wide Expenditures	3,066,440.00	-	237,151.82	680,843.50	2,148,444.68	29.94
92000 Other Financing Uses	2,753,880.00	-	-	688,470.00	2,065,410.00	25.00
Total Other Financing	2,753,880.00	-	-	688,470.00	2,065,410.00	25.00
Total 111 General Fund - Town	16,421,370.00	-	644,158.38	3,409,386.53	12,367,825.09	24.69
Total	16,421,370.00	-	644,158.38	3,409,386.53	12,367,825.09	24.69

Town of Mansfield
Board of Education Expenditures
September 30, 2015

Fiscal Year: 2016 to 2016 for Dates from 01-Jul-2015 to 30-Sep-2015						
Account and Description	Appropriation	Appropriation Adj	Encumbrances	Expenditures	Remaining Balance	Used
			-	650,447.77	7,083,352.23	8.41
61101 Regular Instruction	7,733,800.00	-	-	-	-	-
61102 English	50,360.00	-	4,049.39	15,561.54	30,749.07	38.94
61104 World Languages	9,600.00	-	1,662.09	2,374.18	5,563.73	42.04
61105 Health & Safety	7,730.00	-	89.83	2,556.41	5,083.76	34.23
61106 Physical Education	12,690.00	(200.00)	4,498.01	599.79	7,392.20	40.82
61107 Art	14,060.00	-	1,599.40	6,838.72	5,621.88	60.02
61108 Mathematics	24,450.00	-	2,759.97	7,391.38	14,298.65	41.52
61109 Music	17,840.00	-	3,135.77	4,453.87	10,250.36	42.54
61110 Science	30,750.00	-	1,536.29	5,889.36	23,324.35	24.15
61111 Social Studies	22,240.00	-	1,336.59	5,734.57	15,168.84	31.80
61115 Information Technology	201,250.00	-	33,309.11	96,384.01	71,556.88	64.44
61122 Family & Consumer Science	9,080.00	-	3,231.58	3,407.46	2,440.96	73.12
61123 Technology Education	15,210.00	200.00	890.50	4,136.34	10,383.16	32.62
_Total_Reg Instructional Prog	8,149,060.00	-	58,098.53	805,775.40	7,285,186.07	10.60
			1,493.33	136,421.89	1,423,514.78	8.83
61201 Special Ed Instruction	1,561,430.00	-	-	-	-	-
61202 Enrichment	354,520.00	-	3,564.56	35,945.27	315,010.17	11.15
61204 Preschool	359,230.00	-	-	30,394.65	328,835.35	8.46
_Total_Special Educ. Programs	2,275,180.00	-	5,057.89	202,761.81	2,067,360.30	9.13
			-	42,975.54	363,854.46	10.56
61310 Remedial Reading/Math	406,830.00	-	-	-	-	-
_Total_Culturally Disadv Pupil	406,830.00	-	-	42,975.54	363,854.46	10.56
			4,271.60	50,308.84	11,319.56	82.82
61400 Summer School	65,900.00	-	-	-	-	-
_Total_Summer School-Free Only	65,900.00	-	4,271.60	50,308.84	11,319.56	82.82
			359,642.06	99,244.71	(283,886.77)	262.22
61600 Tuition Payments	175,000.00	-	-	-	-	-
_Total_Tuition Payments	175,000.00	-	359,642.06	99,244.71	(283,886.77)	262.22
			3,461.42	33,212.22	108,486.36	25.26
61900 Central Service-Instr Suppl.	145,160.00	-	-	-	-	-
_Total_Central Serv Instr Supp	145,160.00	-	3,461.42	33,212.22	108,486.36	25.26
			4,698.15	17,351.00	153,010.85	12.60
62102 Guidance Services	175,060.00	-	-	-	-	-
62103 Health Services	216,230.00	-	137.90	26,598.50	189,493.60	12.37
62104 Outside Eval/Contracted Serv	230,500.00	-	117,882.95	42,360.00	70,257.05	69.52
62105 Speech And Hearing Services	176,870.00	-	658.68	32,799.82	143,411.50	18.92
62106 Pupil Services - Testing	3,000.00	-	-	-	3,000.00	0.00
62108 Psychological Services	330,710.00	-	115.64	23,389.86	307,204.50	7.11
_Total_Support Serv-Students	1,132,370.00	-	123,493.32	142,499.18	866,377.50	23.49

Town of Mansfield
Board of Education Expenditures
September 30, 2015

Fiscal Year: 2016 to 2016 for Dates from 01-Jul-2015 to 30-Sep-2015						
Account and Description	Appropriation	Appropriation Adj	Encumbrances	Expenditures	Remaining Balance	Used
62201 Curriculum Development	149,620.00	-	13,209.28	15,973.80	120,436.92	19.51
62202 Professional Development	36,990.00	-	4,355.60	2,988.25	29,646.15	19.85
_Total_Improv-Instr Services	186,610.00	-	17,564.88	18,962.05	150,083.07	19.57
62302 Media Services	71,890.00	-	1,231.39	2,617.77	68,040.84	5.35
62310 Library	288,690.00	-	3,297.73	36,064.90	249,327.37	13.64
_Total_Educ Media Services	360,580.00	-	4,529.12	38,682.67	317,368.21	11.98
62401 Board Of Education	395,120.00	-	-	172,140.91	222,979.09	43.57
62402 Superintendent's Office	385,000.00	-	5,415.21	70,730.76	308,854.03	19.78
62404 Special Education Admin	309,370.00	-	1,073.03	67,148.08	241,148.89	22.05
_Total_General Administration	1,089,490.00	-	6,488.24	310,019.75	772,982.01	29.05
62520 Principals' Office Services	1,153,120.00	-	2,941.68	276,593.19	873,585.13	24.24
62521 Support Services - Central	16,490.00	-	1,967.28	1,351.23	13,171.49	20.12
62523 Field Studies	13,500.00	-	1,280.00	-	12,220.00	9.48
_Total_School Based Admin	1,183,110.00	-	6,188.96	277,944.42	898,976.62	24.02
62601 Business Management	368,350.00	-	56,075.25	85,769.41	226,505.34	38.51
_Total_Fiscal Serv/Bus Support	368,350.00	-	56,075.25	85,769.41	226,505.34	38.51
62710 Plant Operations - Building	1,378,750.00	-	73,859.46	347,318.41	957,572.13	30.55
_Total_Plant Oper & Maint Serv	1,378,750.00	-	73,859.46	347,318.41	957,572.13	30.55
62801 Regular Transportation	760,070.00	-	6,840.00	36,869.52	716,360.48	5.75
62802 Spec Ed Transportation	150,000.00	-	50,950.63	12,665.36	86,384.01	42.41
_Total_Student Transp Service	910,070.00	-	57,790.63	49,534.88	802,744.49	11.79
63430 After School Program	40,330.00	-	-	330.95	39,999.05	0.82
63440 Athletic Program	36,390.00	-	4,979.24	1,623.97	29,786.79	18.15
_Total_Enterprise Activities	76,720.00	-	4,979.24	1,954.92	69,785.84	9.04
68000 Employee Benefits	4,072,720.00	-	78,951.65	907,125.50	3,086,642.85	24.21
_Total_Employee Benefits	4,072,720.00	-	78,951.65	907,125.50	3,086,642.85	24.21
69000 Transfers Out To Other Funds	46,850.00	-	-	11,712.50	35,137.50	25.00
_Total_Transfer Out-Other Fund	46,850.00	-	-	11,712.50	35,137.50	25.00
_Total_112 GENERAL FUND - MANSFIELD BOARD	22,022,750.00	-	860,452.25	3,425,802.21	17,736,495.54	19.46

Town of Mansfield
 Board of Education Expenditures
 September 30, 2015

Fiscal Year: 2016 to 2016 for Dates from 01-Jul-2015 to 30-Sep-2015						
Account and Description	Appropriation	Appropriation Adj	Encumbrances	Expenditures	Remaining Balance	Used
Total	22,022,750.00	-	860,452.25	3,425,802.21	17,736,495.54	19.46

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager
Date: November 23, 2015
Re: Town Manager's FY 2015/16 Goals

Subject Matter/Background

As part of my annual performance review process, the Town Council and I establish a set of goals and priorities for the upcoming review period, which coincides with the fiscal year. At the November 16, 2015 Personnel Committee meeting, the Committee unanimously approved a motion to recommend approval of the FY 2015/16 goals as presented to the Town Council. The endorsed goals are attached for review and consideration by the Town Council as a whole.

Recommendation

If the Council supports the Personnel Committee's recommendation the following motion is in order:

Move, effective November 23, 2015, to endorse the FY 2015/16 Town Manager's Goals as presented.

Attachments

- 1) Town Manager's FY 15/16 Goals



**Town of Mansfield
Town Manager's Goals for FY2015/16
November 16, 2015**

General Government

- 1) Prepare Proposed FY 2016/17 Operating Budget and CIP consist with Council policy objectives
- 2) Complete Financial Controls Assessment and implementation of financial policies and procedures
- 3) Negotiate successor shared service agreement with boards of education
- 4) Continue to assist town council with review of fire department staffing and structure
- 5) Continue to assist town council with review of police services
- 6) Assist Council with review of codes and ordinances regarding rental housing.

Organizational Development and Performance Management

- 1) Prepare quarterly scorecard for performance measures
- 2) Introduce web-based OpenGov budget and financial analysis program
- 3) Conduct leadership retreat for supervisory staff and commence development of comprehensive employee orientation program, with focus on customer service

Infrastructure

- 1) Complete EIE and prepare bid package for Four Corners sanitary sewer project
- 2) Complete pavement management study
- 3) Complete community playground project
- 4) Select consultant and initiate facility needs assessment
- 5) Complete negotiation of UCONN sewer agreement
- 6) In consultation with Superintendent of Schools, develop process to conduct facility needs assessment for Mansfield Public Schools

Storrs Center

- 1) Coordinate municipal resources needed to complete Phase II of project

Sustainability

- 1) Complete open space acquisitions as approved by town council
- 2) Continue efforts to reduce Mansfield's carbon footprint, including progress on *near zero waste* initiative

Town-University Relations

- 1) Complete NextGenCT impact study
- 2) Conduct review of Community School of the Arts

Committee on Committees

November 17, 2015

At November 17, 2015 meeting of the Committee on Committees, the following recommendation was approved:

The appointment of Ann Williams and Judith McChesney to the Arts Advisory Council for terms ending 3/1/2017.

The appointment of Stacey Stearns to the Agriculture Committee for a term ending 10/13/2017.

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MEMORANDUM

Town of Mansfield
 Town Manager's Office
 4 So. Eagleville Rd., Mansfield, CT 06268
 860-429-3336 x5
 Hartmw@mansfieldct.org



To: Town Council
 From: Ad Hoc Committee on Police Services (Kegler, Moran, Ryan)
 CC: Matt Hart, Town Manager, Maria Capriola, Assistant Town Manager
 Date: November 23, 2015
 Re: Status Report to Council Regarding Police Services

The ad hoc Committee on Police Services has summarized their work to date and itemized potential options that could be considered by the Town Council.

Initial Charge of Committee & Background

At its March 23, 2015 Town Council meeting, the Town Council established the ad hoc Committee to review police coverage options in response to (possible) increases in cost of the Resident Trooper Program.

When the Police Services Study was conducted in 2011-2012, the Town was initially responsible for 70% of the base costs of all troopers and 70% of overtime costs. Beginning July 1, 2011, the Town became responsible for 100% of the cost for Trooper overtime, which remains in effect today.

As of July 1, 2015 the Town is now responsible for 85% of the cost of the first two troopers and 100% of the cost for all troopers above and beyond the first two. The Town is responsible for 100% of all overtime costs (for Mansfield work) for all troopers assigned to Mansfield. The fringe rate for Troopers is approximately 90%+/- of salary.

Summary of Work of Committee

The Committee has met seven times since April 2015. Committee members reviewed and discussed police service delivery options and hosted a number of guest speakers. The guest speakers were:

- Lt. Scott Smith and Sgt. Rich Cournoyer, Connecticut State Police/Resident Trooper Program
- Chief Barbara O'Connor and Deputy Chief of Staff Michael Kirk, UCONN/UCONN Police Department
- Town Manager John Elsesser and Chief Mark Palmer, Town of Coventry/Coventry Police Department
- Town Manager Steve Werbner, Town of Tolland

Topics discussed included:

- 2012 Police Services Study
 - Options and recommendations for optimal number of patrol officers for 24/7 coverage
 - Service delivery options
- Service Delivery Options
 - Resident Trooper Program

- Partnership with University of Connecticut, which would require funding for a study to evaluate options
 - Police Services, entire town patrolled by UCONN
 - Police Services, special police services district (portion or portions of town closest to campus) patrolled by UCONN
 - Public Safety, (Police, Fire/EMS, Emergency Management) Services, some combination thereof provided by the Town and/or University to one another
- Contracting for service or creating a regional police department with the Towns of Coventry and/or Tolland, which would require funding for a study to evaluate options

Service Delivery Options for Consideration

- **Option 1: Maintain Resident Trooper Program**
 - Review the feasibility of providing additional funding for additional troopers¹ or part-time and/or seasonal municipal officers to assist during peak periods
 - Review during the FY 16/17 operating budget process
- **Option 2: Evaluate Public Safety Service Delivery Options with UCONN²**
 - Conduct a joint study with UCONN evaluating the feasibility of partnerships for some combination of public safety (i.e. police, Fire/EMS, emergency management) services delivery to campus and the Town
 - Evaluate all public safety coverage options for Town and potential special district(s) with some combination thereof provided by the Town and/or University to one another
 - Maintain Resident Trooper Program while evaluating partnership opportunities with UCONN
 - Review during the FY 16/17 capital budgeting process
- **Option 3: Evaluate the feasibility of a Regional Police Department with the Towns of Coventry and/or Tolland**
 - This option would require conversations with the Town Councils in Coventry and Tolland to determine if there would be an interest in such a study
 - Seek funding from the MORE Commission to conduct such a study
 - Maintain Resident Trooper Program while evaluating partnership opportunities with area municipalities

Recommendations to Council

The Committee recommends that the new Council continue to study and evaluate service delivery options, particularly within the context of the upcoming FY 16/17 budgeting process, and that the ad hoc Committee on Police Services continue to meet.

- A consultant may be needed to evaluate various service plans.

¹ 2012 Police Services Study identified optimal number of 13 sworn officers for Mansfield (not taking into account Storrs Center workload)

² UCONN has expressed a willingness to partially fund a joint study with the Town to evaluate public safety partnership options.

TOWN OF MANSFIELD
PLANNING AND ZONING COMMISSION



Item #11

JoAnn Goodwin, Chair

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

To: Mansfield Town Council
From: JoAnn Goodwin, Chair
Copy: Planning and Zoning Commission
Date: November 17, 2015
Subject: Ad Hoc Committee on Rental Regulations and Enforcement

The following members of the Planning and Zoning Commission have volunteered to serve on the Ad Hoc Committee on Rental Regulations and Enforcement:

- JoAnn Goodwin
- Vera Ward
- Charles Ausberger

This slate of committee members is dependent on the meetings being scheduled for late afternoon at the earliest. If committee meetings will be held earlier in the day, Ken Rawn has volunteered to serve on the committee in place of members that are not available at that time.

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MEMORANDUM

Town of Mansfield
Town Manager's Office
4 So. Eagleville Rd., Mansfield, CT 06268
860-429-3336 x5
Maria.Capriola@mansfieldct.org



To: Town Council

Cc: Matt Hart, Town Manager; Mary Stanton, Town Clerk

From: Maria Capriola, Assistant Town Manager *on behalf of the Personnel Committee*

Date: November 17, 2015

Re: Town Council Rules of Procedure Review

At its November 16, 2015 meeting, the Town Council Personnel Committee reviewed the Rules of Procedure in response to the Council's referral dated November 9, 2015. In recent years the referral has been commonplace following each newly elected Council. Review of the Rules of Procedure is included in the Committee's work plan once every two years. The Rules are also reviewed on an as needed basis as requested by the Council.

On November 16, 2015, the Committee unanimously agreed that the Rules of Procedure be accepted in their entirety as re-adopted by the Council at their November 9, 2015 meeting. The Committee is recommending no changes to the Rules of Procedure at this time.

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DJ Fowler Logging, Land-Clearing & Firewood LLC
148 Plains Road
Coventry, CT 06238
(860) 268-1240

Pollansky Construction, LLC
92 Ross Avenue
Coventry, CT 06238
(860) 742-9334

Attn: Darby Pollansky

November 5, 2015

Re: Work performed at Mansfield Community Playground and final payment

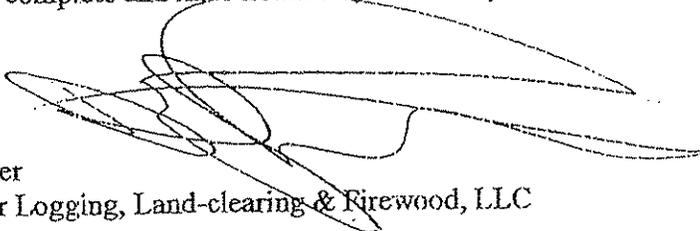
Dear Ms. Pollansky-

Pollansky Construction, LLC had originally accepted work on the aforementioned project at an agreed upon amount of \$100/hour, a verbal agreement between us which was witnessed by outside parties. The actual number of days worked did increase due to the addition of the nine days loading rock to be hauled away; and this was accounted for in the final payment. While you never did provide me with a detailed work schedule, I estimated 10 hours per day (accounting for time outside of that to setup/breakdown and lunch)- even though you yourself told me on at least one day you only worked 8 hours; and knowing that during the nine days of rock hauling the DeSiato trucks only ran for a maximum of 9 hours.

Contrary to what you are telling the Town of Mansfield regarding lack of payment, you are well aware that I had previously informed you payment for the job was received and that I had a check ready for Pollansky Construction, LLC in the amount of \$19,000 (which includes payment for the extra time for rock loading). You declined to accept that check and instead informed me that I now owed you more money for the job (in fact more money than was actually received for the total job completed). You knew before starting what the agreed payment would be and total payment was adjusted for the additional work completed. You agreed to the job, and in fact even insisted when I said I was going to rent equipment and do the job myself; you cannot come back at the end refusing to accept our mutual agreement and demanding more money.

I have a check for you in the amount of \$19,000 (which includes payment for the extra time worked to load rock) and I am prepared to meet you to exchange paperwork and payment at your earliest convenience. I have enclosed an unconditional waiver and release, and a legal release for you to complete and have notarized, as well as, a W-9 to be completed for tax purposes.

Sincerely,



D.J. Fowler
DJ Fowler Logging, Land-clearing & Firewood, LLC

CC: John Carrington, Director of Public Works

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