



**6:45 PM: Ceremonial
Presentation in honor
of Memorial Day**

**TOWN OF MANSFIELD
TOWN COUNCIL MEETING
May 23, 2016
COUNCIL CHAMBERS
AUDREY P. BECK MUNICIPAL BUILDING
7:00 p.m.
AGENDA**

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FUTURE AGENDAS

EXECUTIVE SESSION

ADJOURNMENT

SPECIAL MEETING – MANSFIELD TOWN COUNCIL
May 10, 2016
DRAFT

Mayor Paul M. Shapiro called the special meeting of the Mansfield Town Council to order at 8:40 p.m. in the Mansfield Middle School Auditorium.

I. ROLL CALL

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

II. BUSINESS

1. To set the mill rate for Fiscal Year 2016-2017

Ms. Moran moved and Ms. Keane seconded to defer the setting of the mill rate to a future meeting.

The motion passed unanimously.

III. ADJOURNMENT

Mr. Shaiken moved and Mr. Marcellino seconded to adjourn the meeting at 8:42 p.m.
Motion passed unanimously.

Paul M. Shapiro, Mayor

Mary Stanton, Town Clerk

May 10, 2016

REGULAR MEETING – MANSFIELD TOWN COUNCIL
May 9, 2016
DRAFT

Mayor Paul M. Shapiro called the regular meeting of the Mansfield Town Council to order at 7:00 p.m. in the Council Chamber of the Audrey P. Beck Building.

I. ROLL CALL

Present: Kochenburger, Marcellino, Moran, Raymond, Ryan, Sargent (7:15 p.m.)
Shaiken, Shapiro

Mayor Shapiro recognized Ms. Raymond who offered a motion to move Item 7, Appointment to Town Council and Council Committees, as the next item on the agenda. Seconded by Mr. Ryan, the motion passed unanimously.

Ms. Raymond moved and Ms. Moran seconded, effective May 9, 2016, to appoint Ms. Denise Keane to serve as a member of the Town Council, to fill a vacancy created by Mr. Stephen Kegler's resignation from the Council for the term ending November 7, 2017.

The motion passed unanimously.

Council members welcomed Ms. Keane stating that they were looking forward to working with her and noting Ms. Keane's past contributions and proven abilities.

Ms. Keane was sworn in by the Town Clerk.

Ms. Raymond noted that she and Ms. Keane discussed the subsequent opening on the Personnel Committee and stated that Ms. Keane is willing to replace Mr. Kegler on that Committee.

Mayor Shapiro appointed Ms. Keane to serve as a member of the Personnel Committee. Other appointments left vacant with the resignation of Mr. Kegler will be addressed later.

II. APPROVAL OF MINUTES

Mr. Ryan moved and Ms. Raymond seconded to approve the minutes of the April 21, 2016 special meeting as presented. The motion passed with all in favor except Ms. Keane and Mr. Shaiken who abstained. Ms. Moran moved and Mr. Ryan seconded to approve the minutes of the April 20, 2016 special meeting as presented. The motion passed with all in favor except Ms. Keane and Mr. Shaiken who abstained. Mr. Shaiken moved and Ms. Moran seconded to approve the minutes of the April 25, 2016 meeting as presented. The motion passed with all in favor except Ms. Keane who abstained. Mr. Marcellino moved and Mr. Shaiken seconded to approve the minutes of the April 27, 2016 special meeting as presented. The motion passed with all in favor except Ms. Keane who abstained.

III. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Rebecca Shafer, Echo Road, provided members with a letter and two related articles which respond to statements that some of the suggestions of the Neighborhood Preservation Group seem extreme. (Statement attached, referenced articles will appear as communications in the May 23, 2016 packet)

Betty Wexler, Codfish Falls Road, thanked the Town Manager and Council for the work that has been done to improve Dial-A-Ride and asked what the Town is going to do to provide transportation for residents of the Mansfield Center for Nursing and Rehabilitation (MCNR). Ms. Wexler stated that there seems to be a gap in the service and questioned the Town's adherence to ADA requirements.

IV. REPORT OF THE TOWN MANAGER

May 9, 2016

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

- The Town Manager welcomed Ms. Keane back to the Council and stated that he is looking forward to again working with her.

V. REPORTS AND COMMENTS OF COUNCIL MEMBERS

No comments offered

Mr. Ryan moved and Ms. Moran seconded to move Item 7, Study Committee to Review Cooperative Arrangements with Willington, as the next item of business.

The motion passed unanimously.

VI. OLD BUSINESS

Ms. Moran moved and Mr. Shaiken seconded to reverse the order of Item 1, Transportation for Seniors and Persons with Disabilities, and Item 2, Proposed Policies Regarding Public Use of the Mansfield Town Square, in order to allow time for an interested citizen to return to the room.

The motion passed unanimously.

1. Transportation for Seniors and Persons with Disabilities

Mr. Hart reviewed the history of the identified concerns and challenges surrounding transportation for seniors and persons with disabilities and described the programs already in place. The Town Manager asked for direction from the Council and cautioned against the duplication of efforts or replication of services.

Human Services Director Pat Schneider and Senior Center Supervisor Sarah Taylor provided information on current services and answered Councilors' questions.

Council members discussed the changes in the Dial-A-Ride program; the need for Dial-A-Ride to advertise those improvements and provide additional information on response and waiting times; problematic gaps in services; the responsibility for nursing facilities to offer transportation; and the need for data to quantify the demand for services.

Mr. Kochenburger again requested that Ms. Wexler be allowed to speak to her concerns. Mayor Shapiro, having already ruled that the participation of a citizen during the deliberations of the Council is not in order, declared Mr. Kochenburger out of order.

Mr. Kochenburger moved to appeal the ruling of the Chair. Seconded by Mr. Ryan the motion passed with Keane, Kochenburger, Marcellino, Raymond, Ryan in favor and Moran, Sargent, Shaiken and Shapiro in opposition.

Ms. Wexler was recognized. Ms. Wexler spoke to the improvements made to Dial-A-Ride and her belief that the grant that the Town has for the van mandates that the program be accessible to all citizens, including MCNR residents. Ms. Wexler requested that the van be available to MCNR one day a month.

The Town Manager suggested that all the most recent Dial-A-Ride statistics be provided to the council in the next packet and that a more formal report using Dial-A-Ride metrics be provided on a quarterly basis. Additionally staff will reach out to MCNR for specific information as to their actual needs and the number of times Dial-a-Ride was unable to respond to a call at the facility.

2. Proposed Policies Regarding Public Use of the Mansfield Town Square

Mr. Ryan moved and Mr. Marcellino seconded, effective May 9, 2016, to adopt the Policies Regarding Public Use of the Mansfield Town Square.

Motion passed unanimously.

May 9, 2016

3. Proposed Policies for Use of Alcohol on Town Property
Ms. Keane moved and Mr. Ryan seconded, effective May 9, 2016, to adopt the Policies for Use of Alcohol on Town Property.
The motion passed by all except Mr. Marcellino who was absent from the room.
4. Proposed Amendments to Ordinance Regarding Streets and Sidewalks
Ms. Keane moved and Ms. Moran seconded, to schedule a public hearing for 7:15 PM at the Town Council's regular meeting on May 23, 2016, to solicit public comment regarding the Proposed Amendments to Ordinance Regarding Streets and Sidewalks.
The motion passed by all except Mr. Ryan who was absent from the room.
5. Adopted Fiscal Year 2016-17 Budget
The Town Manager suggested that the Council not set a mil rate at the special meeting on May 10, 2016 until more definitive state budget figures are available.

VII. NEW BUSINESS

6. Appointment to Town Council and Council Committees
Item addressed at the beginning of the meeting.
7. Study Committee to Review Cooperative Arrangements with Willington
Board of Education Chair Randy Walikonis reported that a cooperative arrangement with Willington which would allow their students to attend Mansfield Schools on a tuition basis is worth exploring. Council members agreed, cautioning that all potential impacts will need to be examined.
Mr. Marcellino moved and Mr. Shaiken seconded, effective May 9, to appoint the Town Manager, the Director of Finance, and the Mayor to a study committee to review cooperative arrangements with the Town of Willington, for an indefinite term.
Mr. Sargent moved and Ms. Keane seconded to amend the motion to add additional Councilors to the study committee including Ms. Raymond, a member of the minority.
The motion failed with Keane, Raymond and Sargent in favor and Kochenburger, Marcellino, Moran, Ryan, Shaiken and Shapiro in opposition.
The Mayor noted that additional members could be added as the discussions proceed.
8. Appointment of the Auditor to Conduct Financial Audit for Fiscal Year 2015/16
Ms. Raymond, speaking for the Finance Committee, moved, effective May 9, 2016, to appoint Blum Shapiro and Company, P.C. as the auditing firm for the Fiscal Year 2015/16.
Mr. Ryan noted that audit services would go out to bid next year.
The motion passed unanimously.
9. Quarterly Financial Statements dated March 31, 2016
Mr. Ryan, Chair of the Finance Committee moved, effective May 9, 2016, to accept the Financial Statements dated March 31, 2016.
The motion passed unanimously.
10. Memorial Day Ceremonial Presentation Planning Subcommittee
Mr. Kochenburger (Chair), Mr. Shaiken and Ms. Keane volunteered to present a program prior to the May 23, 2016 meeting.

May 9, 2016

VIII. REPORTS OF COUNCIL COMMITTEES

Mr. Ryan, Chair of the Finance Committee, reported that in addition to the subjects addressed earlier in the agenda the Committee has begun a review of the current purchasing ordinance

IX. DEPARTMENTAL AND COMMITTEE REPORTS

No comments offered.

X. PETITIONS, REQUESTS AND COMMUNICATIONS

11. Notice and Warning of Annual Town Meeting
12. Planning and Zoning Commission re: 2016-17 Capital Improvement Budget
13. Planning and Zoning Commission re: Draft Regulations – Alcohol and Music
14. Planning and Zoning Commission re: Flaherty Road Application
15. Planning and Zoning Commission re: Schoolhouse Brook Park Universal Access Trail
16. State of Connecticut Department of Emergency Services and Public Protection re: New Commanding Officer of Troop C
17. State of Connecticut Department of Transportation re: Roadway Weather Implementation System
18. State of Connecticut Office of Policy and Management re: Equalized Net Grant List
19. CCM Legislative Alert – General Assembly Goes into Special Session Next Week
20. Mansfield Minute – May 2016

XI. FUTURE AGENDAS

No additional items offered.

XII. ADJOURNMENT

Mr. Shaiken moved and Mr. Kochenburger seconded to adjourn the meeting at 9:00 p.m. The motion passed unanimously.

Paul M. Shapiro, Mayor

Mary Stanton, Town Clerk

May 9, 2016

To: Mansfield Town Council, Planning and Zoning Committee, Mike Kirk (UConn)
From: Rebecca Shafer, RShafer@Mansfield Neighborhood Preservation Group
Date: May 9, 2016

Re: Updates from Mansfield Neighborhood Preservation

REQUESTS TO UNIVERSITY

In the letter reply to Mike Kirk of UConn, some of the steps we requested from UConn might have been considered a bit out of touch with reality, such as that UConn should provide more ON-campus housing, move frats back on campus and **require all freshman, sophomores *and* juniors to live ON campus**. The first article from Lehigh in Bethlehem, PA describes their situation with off-campus housing as being similar to ours, as well as, their suggestion that freshmen, sophomores *and* juniors be required to live on campus. It mentions several other colleges in PA that currently require this. So, although at first blush my suggestions may have seemed radical, they are not. Mansfield Tomorrow (Goal 7.3 Strategy C.6) requests that "all students through sophomores be required to live on campus," so my suggestion takes it one step further, but it not out of the norm of what other college towns have requested.

In our meeting with UConn last month, in which I believe Kimberly Proulx who was interviewed for the article participated, we were told emphatically there is on-campus housing for everyone who wants it and there is an over-abundance of beds. However, the second article portrays the UConn housing situation less brightly and describes the **waiting list**. It indicates that the **housing situation is tight**, and there are stringent rules of who gets housing, and it indicates that the total on-campus housing available is decreasing. There is a policy that if you move off campus you are no longer eligible for on campus housing, meaning you can NOT move back to campus if your off campus situation does not work out. We were told there was a surplus of housing and if more on-campus housing were provided there would be an excess. I believe that is inaccurate.

RENTAL PERMITS ISSUED APRIL 22 - 28

RENTAL ADDRESS, OWNER & LAST DATE OF SALE

**1- 37 Circle Drive
RHODES-ROJAS VERONICA
37 CIRCLE DRIVE
MANSFIELD CENTER CT 06250
2005-05-27**

602 MANSFIELD CITY RD
MANSFIELD CT 06268
2016-01-27

10-16A White Oaks Condo
LIU JIE
3 COUNTRY LANE
TRUMBULL CT 06611
2016-04-05

Some of these are new purchases, some have been rentals for a period of time but are just now being permitted. This is important to be able to benchmark our progress for Mansfield Tomorrow Goals 7.3 and 7.4.

Here is the link to the entire list which is 37 pages, new permits are in italics; the list is updated regularly. http://www.mansfieldct.gov/filestorage/.../rental_occupancy.pdf

We appreciate the work Janell Mullen, Mike Nintean, Linda Painter and their respective staff, and of course, Mr. Hart, have undertaken to provide this information, as well as, the continued support of the Council.

Thank you,

Mansfield Neighborhood Preservation Group
1-860-786-8286
@CtNeighbors
info@mansfieldneighborhoodpreservation.org

2-38 Farmstead Rd.
BYRON JAMES A & BARBARA J
38 FARMSTEAD ROAD
MANSFIELD CENTER CT 06250
2016-03-01

3-154 Hanks Hill Rd.
HOOK CHARLES M & KUSUMA,
20532 SARAZEN LA
PATTERSON CA 95363
2014-06-25

4-137 Spring Hill Rd.
MOYA MARCO A & KAREN J
37 SPRING HILL ROAD
STORRS CT 06268
1998-12-28

5-53 Stafford Rd
BERNIER NICOLE & EDGAR
24 LAKE RD
COLUMBIA CT 06237
2014-07-28

6-379 Storrs Rd.
BARTON-ZUCKERMAN REBECCA D +
BARTON-ZUCKERMAN PENNY M
48 CHATHAM DR
STORRS CT 06268
2016-03-31

7-742 Storrs Rd.
MUNSON SHAWN & BRANDON
742 STORRS RD
STORRS CT 06268
2010-12-01

8-1580 Storrs Rd.
FARAHBAKHSIHAN KASSRA &
FARAH SIAMAK
1580 STORRS RD
MANSFIELD CT 06268
2015-11-24

9-297 Woodland Rd.
MOSELEY BENJAMIN G

PUBLIC HEARING
TOWN OF MANSFIELD
May 23, 2016

The Mansfield Town Council will hold a public hearing at 7:00 PM at their regular meeting on May 23, 2016 to solicit public comments regarding potential program applications to the Neighborhood Assistance Program.

At this hearing persons may address the Town Council and written communications may be received. Information regarding the program 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 11th day of May, 2016.

Mary Stanton, Town Clerk

PAGE
BREAK

PUBLIC HEARING
TOWN OF MANSFIELD
May 23, 2016

The Mansfield Town Council will hold a public hearing in the Council Chamber of the Audrey P. Beck Building, 4 South Eagleville Road, at 7:15 PM on May 23, 2016 to solicit public comments concerning proposed amendments to Ordinance Regarding Streets and Sidewalks

At this hearing persons may address the Town Council and written communications may be received. A copy of the draft is available for review in the Town Clerk's office, the Mansfield Library, and is posted on the Town's website (mansfieldct.gov).

Dated at Mansfield Connecticut this 10th day of May 2016.

Mary Stanton, Town Clerk

PAGE
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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager; Linda Painter, Director of Planning and Development; Curt Vincente, Director of Parks and Recreation; Jessie Richard, Community Development Assistant
Date: May 23, 2016
Re: Neighborhood Assistance Act Programs

Subject Matter/Background

At Monday's meeting, the Town Council will conduct a public hearing regarding potential program applications to the Neighborhood Assistance Act Program. This item has been placed on the Council's agenda as old business to allow you to debrief the public hearing and to authorize the submission of applications.

As you will recall, the Connecticut Department of Revenue Services has issued a solicitation for program applications for the 2016 Neighborhood Assistance Act Program. This program provides funding for community programs conducted by either a municipal government or tax exempt agency through a corporation tax credit to businesses that make cash contributions to the town. The community program must be approved by both the municipal agency and the Department of Revenue Services. Businesses can receive a Connecticut Tax Credit for their contributions to municipal programs that are approved by the Department of Revenue Services. The amount of the tax credit is determined by the type of project in which the business invests. The minimum investment required is \$250; the maximum investment for a business in any calendar year is \$150,000.

Eligible Programs

The following types of projects and community programs would be eligible for funding through the Neighborhood Assistance Act:

- *Energy Conservation Projects* (Tax Credit of 100% of cash invested) including projects to promote energy conservation that are directed toward properties occupied by low-income persons or properties owned or occupied by charitable organizations, foundations, trusts or other entities.
- *Community Programs* (Tax Credit of 60% of cash invested) including programs that provide community-based alcoholism prevention or treatment programs; neighborhood assistance; job training; education; community services; crime prevention; construction or rehabilitation of dwelling units for families of low and moderate income in the state; funding for open space acquisitions; child day care facilities (must be primarily for

children of employees of the sponsoring business); and any other program that serves persons at least 75% of whom are at an income level not exceeding 150% of the poverty level for the preceding year.

Proposed Projects

The Town is proposing the following projects for the 2016 Neighborhood Assistance Act program:

- *Water Harvesting at Mansfield Community Center.* This project includes installation of a system to collect, filter, store, and re-use rainwater from building roof areas. This project will make the facility more sustainable by reducing or eliminating the need for water from the local water supply system (UConn water system managed by Connecticut Water). Based on conversations with the Department of Revenue Services, we believe this project could qualify for the 100% tax credit for energy conservation programs. (2012 Funding: \$12,894.71; 2013 Funding: \$3,917.71; 2014 Funding: \$3,541.20; 2015 Funding: \$3,741.23)

Amount Requested: \$120,905.15

Pursuant to program guidelines, we are required to hold a public hearing regarding proposed program applications and the Town Council must vote to approve the programs prior to application. Additional projects could also be identified through the public hearing by members of the community as well as local non-profit organizations.

In April, staff sent a solicitation to local non-profits asking for submission of proposed projects for consideration at a May 23, 2016 public hearing. We received the following application in response to that solicitation:

- *United Services Inc.* This project consists of the construction of a new community clinic and support facility to serve growing client needs in the Windham Region. The new behavioral health center has been designed to integrate active and passive renewable energy technologies, including solar energy and geothermal energy source while providing needed increases in clinical space. The facility would be located in Mansfield, just over the Windham town line, and will serve all surrounding towns. (2014 Funding: \$17,705.99)

Amount Requested: \$150,000

Timeline

Applications for municipal programs must be submitted to the Department of Revenue Services by July 1, 2016. The Department will issue a list of approved programs by September 1, 2016. Businesses interested in funding any of the approved programs must submit a Neighborhood Assistance Business Act Application between September 15 and October 1, 2016 to the Department of Revenue Services.

Financial Impact

Any funds that the Town would receive via this program would help to offset project costs. Receipt of partial funding may require project phasing. For example, the partial funding received in previous years for the water harvesting project is being used to hire a consultant to design the system.

Recommendation

Based on previous grants received from the NAA program, staff would recommend that the Council authorize submission of the applications for water harvesting and the community playground, as well as the application received from United Services

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

Resolved, to approve the following projects for submission to the Connecticut Department of Revenue Services for inclusion in the 2016 Neighborhood Assistance Act Program: water harvesting project at the Mansfield Community Center; and development of a new community clinic and support facility for United Services, Inc.

Attachments

- 1) Neighborhood Assistance Act Proposals (Form NAA-01) for each proposed project



Municipality: Mansfield

Form NAA-01
2016 Connecticut Neighborhood Assistance Act (NAA)
Program Proposal

Complete this form in blue or black ink only.

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

Part I — General Information

Name of tax exempt organization/municipal agency: _____
United Services, Inc.

Address: 132 Mansfield Avenue, Williamantic

Federal Employer Identification Number: 06-0804423

Program title: United Services, Windham Regional Center - Energy Conservation

Name of contact person: John J. Goodman

Telephone number: (860) 774-2020

Email address: jgoodman@usmhs.org

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 150,000.00

Credit percentage for which your organization is applying:

60% 100% (Energy conservation programs only)

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

Yes No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

Please check the appropriate description of your program:

- Job training/education for unemployed persons aged 50 or over;
- Job training/education for disabled persons;
- Program serving low-income persons;
- Energy conservation;
- Child care services;
- Open space acquisition fund; or
- Other: Specify _____

Part II — Program Information

Description of program: _____

United Services proposes a new community clinic and support facility to serve growing client needs in the Windham region. This new behavioral health center has been designed to integrate active and passive renewable energy technologies, including solar energy and geothermal energy sources, while providing needed increases in clinical space. United Services also plans on integrating primary health care services for

Need for program: _____

United Services is in desperate need for expanded clinical facility space, with the agency's outpatient mental health service volume now 244% what it was in 2007. Our current facilities have been inadequate to serve the needs of our clients long before this unprecedented increase. A new clinical facility will allow us to address behavioral health needs of the community while integrating best practices to ensure the overall health and well being for those with mental illness who require specialized primary health care.

Neighborhood area to be served: _____

The facility will be located just over the Windham town line in Mansfield and will service all surrounding areas

Total number of recipients: United Services serves approximately 6,000 unduplicated clients per year

Administration of Program:

Identify every person or organization involved in the implementation and administration of the program. Use additional sheets if necessary.

1. Name: Diane L. Manning

Address: 1007 North Main Street, Dayville, CT 06241

Duties and responsibilities: President & CEO, United Services, Inc.

2. Name: Robert DeVerna

Address: 1007 North Main Street, Dayville, CT 06241

Duties and responsibilities: Senior Vice President & CFO, United Services, Inc.

Part IV — Municipal Information

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program: _____

Town of Mansfield

Mailing address: _____

4 South Eagleville Road, Mansfield, CT 06268

Name of municipal liaison: Jessie L. Richard

Telephone number: 860.429.3330

Fax number: 860.429.6863

Email address: richardjl@mansfieldct.org

Post-Project Review

Is a post-project review required for this proposal?

Yes

No

If Yes, date post-project review due:

12/30/2018

Date

**2016 Connecticut Neighborhood Assistance Act (NAA)
Program Proposal
Instructions**

Complete all items on **Form NAA-01, 2016 Connecticut Neighborhood Assistance Act (NAA) Program Proposal**. Incomplete applications will **not** be accepted. Direct inquiries to Department of Revenue Services (DRS), Neighborhood Assistance Act Program, Attn: Research Unit, 25 Sigourney St Ste 2, Hartford CT 06106, or call 860-297-5687.

Part I General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

Program Title: Assign a unique program title to each program for which your organization is making an application.

Federal Form 990: Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

Part II Program Information

Description of Program: Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

Need for Program: Demonstrate a need for this program. For example, provide relevant statistics.

Neighborhood Area to Be Served: Describe the neighborhood or municipality this program will serve.

Total Number of Recipients: Provide an estimate of the number of recipients this program will serve.

Administration of Program: Identify the name and address of every person or organization involved in the implementation and administration of this program. Use additional sheets if necessary.

Timetable: Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

Part III Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

Sources of Revenue: The budget must include the requested NAA funding and any other anticipated revenue sources.

NAA Funding Requested: Indicate the total amount your organization is requesting for its program. This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

Other Funding Sources: Provide a detailed description(s) and the amount(s) of all funding sources.

Proposed Program Expenditures: The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

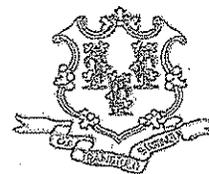
Direct Operating Expenses: Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

Part IV Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

Municipal Liaison: The municipality must designate an individual to serve as a liaison with DRS for all NAA matters.

Post-Project Review: Any program receiving \$25,000 or more in NAA funding is required to provide a post-project review, prepared by a certified public accounting firm, to the municipality overseeing the program. This review must be submitted to the municipality no later than three months after the program completion date.



Municipality: Town of Mansfield

Form NAA-01
2016 Connecticut Neighborhood Assistance Act (NAA)
Program Proposal

Complete this form in blue or black ink only.

This form **must** be completed and submitted to your municipality for approval. All items **must** be completed with as much detail as possible. If additional space is needed, attach additional sheets. Please type or print clearly. See attached instructions before completing. **Do not submit this form directly to the Department of Revenue Services.**

Part I — General Information

Name of tax exempt organization/municipal agency: _____
Town of Mansfield

Address: 4 South Eagleville Road, Storrs, CT 06268

Federal Employer Identification Number: 06-6002032

Program title: Water Harvesting at the Mansfield Community Center

Name of contact person: Curt Vincente

Telephone number: (860) 429-3014

Email address: vincenteca@mansfieldct.org

Total NAA funding requested (\$250 minimum, \$150,000 maximum): \$ 120,905.15

Credit percentage for which your organization is applying:

60% 100% (Energy conservation programs only)

Is your organization required to file federal Form 990 or 990EZ, Return of Organization Exempt from Income Tax?

Yes No

If **Yes**, attach a copy of the **first page** of your most recent return.

If **No**, attach a copy of your determination letter from the U.S. Treasury Department, Internal Revenue Service.

Please check the appropriate description of your program:

- Job training/education for unemployed persons aged 50 or over;
- Job training/education for disabled persons;
- Program serving low-income persons;
- Energy conservation;
- Child care services;
- Open space acquisition fund; or
- Other: Specify _____

Part II — Program Information

Description of program: _____

This project includes installation of a system to collect, filter, store, and re-use rainwater from building roof areas. This project will make the facility more sustainable by reducing or eliminating the need for water from the local water supply system (UConn water system managed by Connecticut Water). Based on conversations with the Department of Revenue Services, we believe this project could qualify for the 100% tax credit for ener

Need for program: _____

Water demands in this area of town have been high due to new University of Connecticut buildings and a new Downtown development and businesses. The Mansfield Community Center building can become more sustainable by utilizing its own water system, thus reducing system demand and conserving water.

Neighborhood area to be served: _____

Northern Mansfield

Total number of recipients: +/- 4,300 (number of Community Center Members)

Administration of Program:

Identify every person or organization involved in the implementation and administration of the program. Use additional sheets if necessary.

1. Name: Curt Vincente, Director of Parks and Recreation

Address: Town of Mansfield, 10 South Eagleville Road, Storrs, CT 06268

Duties and responsibilities: Oversee Department operations.

2. Name: Jay O'Keefe, Assistant Director of Parks and Recreation

Address: Town of Mansfield, 10 South Eagleville Road, Storrs, CT 06268

Duties and responsibilities: Assist with oversight of Department operations

Part IV — Municipal Information

To be completed by the municipal agency overseeing implementation of the program

Name of municipal agency overseeing implementation of the program: _____ Town of Mansfield
Mailing address: _____ 4 South Eagleville Road, Storrs, CT 06268
Name of municipal liaison: <u>Jessie L. Richard</u>
Telephone number: <u>860-429-3330</u>
Fax number: <u>860-429-6863</u>
Email address: <u>richardjl@mansfieldct.org</u>

<p style="text-align: center;">Post-Project Review</p> <p style="text-align: center;">Is a post-project review required for this proposal?</p> <p style="text-align: center;"><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p style="text-align: center;">If Yes, date post-project review due:</p> <p style="text-align: center;"><u>03/31/2018</u></p> <p style="text-align: center;">Date</p>

**2016 Connecticut Neighborhood Assistance Act (NAA)
Program Proposal
Instructions**

Complete all items on **Form NAA-01, 2016 Connecticut Neighborhood Assistance Act (NAA) Program Proposal**. Incomplete applications will **not** be accepted. Direct inquiries to Department of Revenue Services (DRS), Neighborhood Assistance Act Program, Attn: Research Unit, 25 Sigourney St Ste 2, Hartford CT 06106, or call **860-297-5687**.

Part I General Information

Enter the name of the tax exempt organization or municipal agency, address, Federal Employer Identification Number, and email address.

Program Title: Assign a unique program title to each program for which your organization is making an application.

Federal Form 990: Attach a copy of the first page of your organization's most recent federal Form 990 or Form 990EZ. If your organization is not required to file either Form 990 or Form 990EZ, attach a copy of the determination letter from the Internal Revenue Service.

Part II Program Information

Description of Program: Describe the program, including information about how the program will operate, its benefit to the community, how recipients will be selected, and any measures used to determine the program's impact on the community.

Need for Program: Demonstrate a need for this program. For example, provide relevant statistics.

Neighborhood Area to Be Served: Describe the neighborhood or municipality this program will serve.

Total Number of Recipients: Provide an estimate of the number of recipients this program will serve.

Administration of Program: Identify the name and address of every person or organization involved in the implementation and administration of this program. Use additional sheets if necessary.

Timetable: Indicate the starting and completion dates of the program. The program completion date must not be more than two years from the program start date.

Part III Financial Information

Each program proposal must include a program budget that includes all sources of funding and all anticipated expenditures. The information provided in the budget may be used during a post-project audit.

Sources of Revenue: The budget must include the requested NAA funding and any other anticipated revenue sources.

NAA Funding Requested: Indicate the total amount your organization is requesting for its program. This amount may not exceed the total proposed expenditures. Please note that the minimum NAA funding is \$250, with a maximum funding of \$150,000 per organization or agency per year.

Other Funding Sources: Provide a detailed description(s) and the amount(s) of all funding sources.

Proposed Program Expenditures: The budget must include a detailed description and the amount of all direct operating and administrative expenditures. **Expenditures must equal or exceed total funding.**

Direct Operating Expenses: Expenses include materials, equipment, wages, salaries, tuition fees, sub-contracting services, and any other expenses needed to administer the program.

Part IV Municipal Information

This part is to be completed by the municipal agency overseeing implementation of the program.

Municipal Liaison: The municipality must designate an individual to serve as a liaison with DRS for all NAA matters.

Post-Project Review: Any program receiving \$25,000 or more in NAA funding is required to provide a post-project review, prepared by a certified public accounting firm, to the municipality overseeing the program. This review must be submitted to the municipality no later than three months after the program completion date.

PAGE
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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: May 23, 2016
Re: Proposed Amendments to Ordinance Regarding Streets and
Sidewalks

Subject Matter/Background

At Monday's meeting, the Town Council will conduct a public hearing regarding the Proposed Amendments to Ordinance Regarding Streets and Sidewalks. 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 amendments to this ordinance are designed to clarify the provisions on the removal of snow on public and private sidewalks, walkways, and bikeways; and to add a new article on the use of public spaces (including sidewalks) by bicycles, hover boards, scooters, skates, and skateboards.

Recommendation

The 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 Amendments to Ordinance Regarding Streets and Sidewalks.

Rule 6(d) of the Council Rules of Procedures 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 rules by majority vote.

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

Move, to adopt the proposed Amendments to the Ordinance Regarding Streets and Sidewalks, Chapter 166 of the Mansfield Code, 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 Streets and Sidewalks
(blackline)
- 2) Proposed Amendments to Ordinance Regarding Streets and Sidewalks
(clean copy)



**Town of Mansfield
Code of Ordinances**

“Amendments to Ordinance Regarding Streets and Sidewalks”

May 9, 2016/October-13, 2015 Draft

Chapter 166. Streets and Sidewalks

Scenic Roads- See Ch. 155

ARTICLE I. Deposit of Snow or Ice on Highways

Section 166-1. Legislative Authority.

This Article is enacted pursuant to the provisions of Sections 7-194, 7-148 and 7-152c of the Connecticut General Statutes.

Section 166-2. Deposit prohibited.

No person shall deposit any snow or ice onto any portion of any public highway within the Town of Mansfield.

Section 166-3. Penalties for offenses.

Any person violating this articles may be guilty of an infraction.

ARTICLE II. Sidewalks

Section 166-4. Legislative authority.

This Article is enacted pursuant to the provisions of Sections 7-148, 7-152c, 7-163a and 14-289 of the Connecticut General Statutes.

Section 166-5. Snow and ice on sidewalks.

Except for sidewalks, walkways and bikeways actively maintained by the town and connections from single- or two-family residential uses to a sidewalk, the owner, agent of the owner, or occupant of any building or land bordering upon any street, square or public place within the town where there is a sidewalk, graded, or paved or planked, shall cause to be removed therefrom any and all snow sleet and ice within eight hours after the same shall have fallen, been deposited or found, or within three hours after sunrise, when the same shall have fallen in the night season; and whenever any such sidewalk, or any part thereof, shall be covered with ice, the owner, agent, or occupant of the building or lot adjacent thereto shall, within the space of one hour thereafter, during the daytime, cause such sidewalk to be made safe and convenient by removing the ice therefrom, or by covering the same with sand or some other suitable substance.

Section 166-6 Penalties for Offenses.

This section is DELETED IN ITS ENTIRETY AND REPLACED BY NEW SECTION 166-6, below.

Section 166-6. Removal of snow and ice by town.

If any sidewalk shall remain encumbered with snow, ice or sleet for two hours after the

owner or person having the charge or care of the lot or building bordering on such sidewalk and legally liable to clear the same has been notified by the town to remove the same, the town shall cause the same to be cleared or sanded, as the case may be, and the town shall collect the expense thereof from such owner or other persons.

Section ~~166-8~~ 166-7. Municipal liability.

The town shall not be liable to any person injured in person or property caused by the presence of ice or snow on a public sidewalk unless the town is the owner or person in possession and control of land abutting such sidewalk other than land used as a highway or street, or unless the town has actively taken responsibility for maintaining the sidewalk, provided that the town shall be liable for its affirmative acts with respect to such sidewalk. Pursuant to Connecticut General Statutes section 7-163a, unless the town has actively taken responsibility for maintaining the sidewalk, the owner or person in possession and control of land abutting a public sidewalk in the town shall have the same duty of care with respect to the presence of ice or snow on such sidewalk toward the portion of the sidewalk abutting his or her property as the municipality had prior to the effective date of the snow and ice removal provisions of this Article and shall be liable to persons or property where a breach of said duty is the proximate cause of said injury. The town hereby adopts and incorporates said section 7-163a herein.

Section ~~166-9~~ 166-8. Repair of sidewalks.

It shall be the duty of the owner, agent of the owner, or occupant of any building on land bordering upon any street, square or public place within the town where there is a sidewalk, paved or planked, to keep such sidewalk in good repair.

Section ~~166-10~~ 166-9. Notice to owner to repair sidewalks.

Whenever a sidewalk is found to be dangerous and unsafe to walk upon or in such condition that it is likely to cause or contribute to persons falling or stumbling thereon, the town shall order the owner of property abutting said sidewalk to repair the same in accordance with specifications as shall be deemed reasonable by the town. An order to make such repairs shall be in writing and may be given to the owner in person or by registered or certified mail addressed to him or her at his or her last known place of abode or business as set forth in the records of the Assessor's Office of the Town of Mansfield. Said order shall specify the date by which the repairs shall be made, which in no case shall be less than 30 days after service of said order on the abutting owner as prescribed herein.

Section ~~166-11~~ 166-10. Performance of sidewalk repairs by town; costs.

Whenever said abutting owner fails, neglects or refuses to make repairs to a sidewalk ordered by the town, it shall be the duty of the town to repair the same at the expense of the abutting owner. The town may cause the repairs to be made by town employees or by private contractor and shall charge the abutting owner the actual cost thereof plus a sum equal to 20% thereof to help to defray administrative costs incurred to carry out the purposes of this Article.

Section 166-12 Penalties for Offenses.

This section is DELETED IN ITS ENTIRETY AND REPLACED BY NEW SECTION 166-11, below.

Section 166-11. Enforcement; Penalties for Offenses.

- A. The ordinances, policies, and procedures of this Chapter shall be enforced by local, state or University of Connecticut police. In addition, the Town Manager may designate in writing one or more Town officials or employees or agents empowered to take enforcement action authorized by Articles I and IIA of this Chapter.
- B. Any commission of a prohibited act or omission of required action as set forth in said Articles I and IIA shall be a violation of this Chapter authorizing any such Town official or employee or police officer to issue a written warning to the alleged violator providing notice of the violation and the citation and fine that will be imposed if the violation is continued or repeated beyond a reasonable deadline stated in the written warning and notice.
- C. After said written notice and warning is delivered to the alleged violator, if the prohibited act is continued or repeated or the violator fails to take expressly required action to cure the violation, a citation may be issued calling for a fine of \$100 for each separate act or omission of violation or for each day that any such violation continues after the deadline for acting in response to any such warning. Any such fine shall be payable within ten (10) calendar days of the date of issuance of the citation.
- D. The citation shall also inform the alleged violator that If any such fine issued pursuant to this Article is unpaid beyond the due date, the amount of the fine shall double and the Town may initiate proceedings under the authority of C.G.S. section 7-152c and Chapter 129 of this Code of the Town of Mansfield, the Hearing Procedure for Citations Ordinance, to collect the fine. The alleged violator must also be informed that they may appeal the citation and fine pursuant to section 129-10 of said Hearing Procedure for Citations Ordinance.
- E. The Town Manager may authorize the town department or agency with which the citation issuing town official, employee, or police officer is affiliated to negotiate, compromise or waive any fine that is assessed via a citation issued by such official, employee or officer, but only if compliance by the violator with the violated part of this ordinance is secured in advance of any such action.
- F. Nothing in this Article shall limit the ability of the authorities to initiate and prosecute any criminal offense or the provisions of any other Town ordinance regarding any of the same circumstances resulting in the application of this Article.

NEW ARTICLE IIB. Use of Sidewalks by Bicycles, Hover boards, Scooters, Skaters and Skateboarders.

Section 166-12. Findings and Purpose.

The Town Council of the Town of Mansfield finds that the improper or careless use of Town sidewalks by bicyclists, skaters and skateboarders can create hazards detrimental to the public welfare, health and safety of the people of the Town. Therefore, pursuant to the

various police, health and public safety powers granted to municipalities per C.G.S. section 7-148 and section 14-289, the Town of Mansfield seeks to protect, preserve and promote the health, safety, welfare and quality of life of the people by carefully regulating the use of Town sidewalks by bicyclists, skaters and skateboarders.

Section 166-13. Sidewalk and public space use restrictions on bicyclists, skaters, and hover board, scooter and skateboard users.

1. Any bicyclist, skater or skateboarder using a sidewalk shall exercise due care and caution to avoid colliding with any other person on the sidewalk. Every bicyclist and skateboarder shall travel on the sidewalk in a consistent and predictable manner, and their speed shall not exceed 10 miles per hour.
2. A bicyclist shall yield to any pedestrian or any other person or vehicle using the sidewalk at any time.
3. A bicyclist, skater or skateboarder must give an audible warning before passing another person, pedestrian bicyclist, or user of any mode on the sidewalk. Said warning may be produced by voice, bell, whistle or horn and must be clearly audible. Such audible warning must be produced prior to executing the passing maneuver. The passer is responsible for safely passing other users on the sidewalk.
4. Any bicyclist using a sidewalk shall travel to the right side of the sidewalk as is safe, except while overtaking and passing another user going in the same direction.
5. Any bicyclist using a sidewalk from one-half hour after sunset to one-half hour before sunrise must be equipped with or carry lights. Bicyclists shall have a headlight visible from 500 feet to the front and a red or amber light visible from 500 feet to the rear.
6. Every person operating a bicycle on a sidewalk shall obey the instructions of any official traffic control sign or device applicable thereto placed in accordance with applicable laws or regulations unless otherwise directed by a police officer.
7. No person shall park, abandon, chain, lock or otherwise leave any bicycle or scooter other than at a designated rack. Under no circumstances shall bicycles or scooters be attached to trees, street signs, light poles, waste receptacles or furniture.
8. No person shall operate any motorized bicycle, hover board, motorized scooter or other motor powered vehicle on any sidewalk or public way or upon the Town Square Area as defined in Chapter 138 Mansfield Town Square Ordinance Section 138-4.
9. No person shall operate or ride any skateboard on any stonewall, retaining wall, railings, stairways, railings, furniture, planting beds, lawn areas or pavers.

10. No person shall operate or ride any bicycle on any stonewall, retaining wall, railing, stairway, furniture, planting bed or lawn area.
11. No person shall operate or ride any hover board, skateboard, skates or bike in any parking garage. Bicyclists who ~~that~~ utilize bicycle racks in any parking garage shall walk bicycles in the parking garage.
12. Nothing in this section shall be interpreted to prohibit wheelchairs or other mobility devices utilized by disabled persons.

Section 166-14. Penalties for Offenses.

Any person violating the provisions of this Article IIB may be issued a citation by a police officer or a Town official or employee or agent designated in writing by the Town Manager to issue such citations. Such citation shall inform the person named therein of the allegations against them and that the amount of the fine shall be \$90.00. The citation shall also inform the offender that that the fine must be paid within ten days of the date of the citation, that the fine will double if not paid by the due date, that the Town may initiate proceedings under the authority of C.G.S. section 7-152c and Chapter 129 of this Code of the Town of Mansfield, the Hearing Procedure for Citations Ordinance, to collect the fine, and that the alleged offender may appeal the citation and fine pursuant to section 129-10 of said Hearing Procedure for Citations Ordinance.



**Town of Mansfield
Code of Ordinances**

**“Amendments to Ordinance Regarding Streets and Sidewalks”
May 9, 2016 Draft**

Chapter 166. Streets and Sidewalks
Scenic Roads- See Ch. 155

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Section 166-6 Penalties for Offenses.

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Section 166-6. Removal of snow and ice by town.

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person having the charge or care of the lot or building bordering on such sidewalk and legally liable to clear the same has been notified by the town to remove the same, the town shall cause the same to be cleared or sanded, as the case may be, and the town shall collect the expense thereof from such owner or other persons.

Section 166-7. Municipal liability.

The town shall not be liable to any person injured in person or property caused by the presence of ice or snow on a public sidewalk unless the town is the owner or person in possession and control of land abutting such sidewalk other than land used as a highway or street, or unless the town has actively taken responsibility for maintaining the sidewalk, provided that the town shall be liable for its affirmative acts with respect to such sidewalk. Pursuant to Connecticut General Statutes section 7-163a, unless the town has actively taken responsibility for maintaining the sidewalk, the owner or person in possession and control of land abutting a public sidewalk in the town shall have the same duty of care with respect to the presence of ice or snow on such sidewalk toward the portion of the sidewalk abutting his or her property as the municipality had prior to the effective date of the snow and ice removal provisions of this Article and shall be liable to persons or property where a breach of said duty is the proximate cause of said injury. The town hereby adopts and incorporates said section 7-163a herein.

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Section 166-10. Performance of sidewalk repairs by town; costs.

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- B. Any commission of a prohibited act or omission of required action as set forth in said Articles I and IIA shall be a violation of this Chapter authorizing any such Town official or employee or police officer to issue a written warning to the alleged violator providing notice of the violation and the citation and fine that will be imposed if the violation is continued or repeated beyond a reasonable deadline stated in the written warning and notice.
- C. After said written notice and warning is delivered to the alleged violator, if the prohibited act is continued or repeated or the violator fails to take expressly required action to cure the violation, a citation may be issued calling for a fine of \$100 for each separate act or omission of violation or for each day that any such violation continues after the deadline for acting in response to any such warning. Any such fine shall be payable within ten (10) calendar days of the date of issuance of the citation.
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- E. The Town Manager may authorize the town department or agency with which the citation issuing town official, employee, or police officer is affiliated to negotiate, compromise or waive any fine that is assessed via a citation issued by such official, employee or officer, but only if compliance by the violator with the violated part of this ordinance is secured in advance of any such action.
- F. Nothing in this Article shall limit the ability of the authorities to initiate and prosecute any, criminal offense or the provisions of any other Town ordinance regarding any of the same circumstances resulting in the application of this Article.

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14-289, the Town of Mansfield seeks to protect, preserve and promote the health, safety, welfare and quality of life of the people by carefully regulating the use of Town sidewalks by bicyclists, skaters and skateboarders.

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2. A bicyclist shall yield to any pedestrian or any other person or vehicle using the sidewalk at any time.
3. A bicyclist, skater or skateboarder must give an audible warning before passing another person, pedestrian bicyclist, or user of any mode on the sidewalk. Said warning may be produced by voice, bell, whistle or horn and must be clearly audible. Such audible warning must be produced prior to executing the passing maneuver. The passer is responsible for safely passing other users on the sidewalk.
4. Any bicyclist using a sidewalk shall travel to the right side of the sidewalk as is safe, except while overtaking and passing another user going in the same direction.
5. Any bicyclist using a sidewalk from one-half hour after sunset to one-half hour before sunrise must be equipped with or carry lights. Bicyclists shall have a headlight visible from 500 feet to the front and a red or amber light visible from 500 feet to the rear.
6. Every person operating a bicycle on a sidewalk shall obey the instructions of any official traffic control sign or device applicable thereto placed in accordance with applicable laws or regulations unless otherwise directed by a police officer.
7. No person shall park, abandon, chain, lock or otherwise leave any bicycle or scooter other than at a designated rack. Under no circumstances shall bicycles or scooters be attached to trees, street signs, light poles, waste receptacles or furniture.
8. No person shall operate any motorized bicycle, hover board, motorized scooter or other motor powered vehicle on any sidewalk or upon the Town Square Area as defined in Chapter 138 Mansfield Town Square Ordinance Section 138-4.
9. No person shall operate or ride any skateboard on any stonewall, retaining wall, railings, stairways, railings, furniture, planting beds, lawn areas or pavers.
10. No person shall operate or ride any bicycle on any stonewall, retaining wall, railing, stairway, furniture, planting bed or lawn area.
11. No person shall operate or ride any hover board, skateboard, skates or bike in any

parking garage. Bicyclists who utilize bicycle racks in any parking garage shall walk bicycles in the parking garage.

12. Nothing in this section shall be interpreted to prohibit wheelchairs or other mobility devices utilized by disabled persons.

Section 166-14. Penalties for Offenses.

Any person violating the provisions of this Article IIB may be issued a citation by a police officer or a Town official or employee or agent designated in writing by the Town Manager to issue such citations. Such citation shall inform the person named therein of the allegations against them and that the amount of the fine shall be \$90.00. The citation shall also inform the offender that that the fine must be paid within ten days of the date of the citation, that the fine will double if not paid by the due date, that the Town may initiate proceedings under the authority of C.G.S. section 7-152c and Chapter 129 of this Code of the Town of Mansfield, the Hearing Procedure for Citations Ordinance, to collect the fine, and that the alleged offender may appeal the citation and fine pursuant to section 129-10 of said Hearing Procedure for Citations Ordinance.



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager; Curt Vincente, Director of Parks and Recreation
Date: May 23, 2016
Re: Community School for the Arts (CSA) Update

Subject Matter/Background

As discussed at your April 25, 2016 meeting, attached please find an updated copy of the June 2014 Business Plan supporting the Town's cooperative agreement with UCONN for the Community School of the Arts (CSA). We reviewed the original plan with the Town Council in 2014. We have now updated the business plan to reflect a smaller curriculum that would be administered by the Town alone.

The Department of Parks and Recreation intends to build the CSA curriculum over time, as resources allow. The business plan projects that the Town will be able to cover direct costs, with a profit margin.

Staff will attend Monday's meeting to review the business plan with the Town Council.

Attachments

- 1) CSA Business Plan (Original and Update), includes MOU between UCONN and Town of Mansfield
- 2) CSA Proforma Budget



Mansfield
Parks & Recreation
Family, Fitness & Fun!

BUSINESS PLAN

COMMUNITY SCHOOL for the ARTS (CSA)

Opportunities and Challenges

Curt Vincente, Director of Parks & Recreation
Jay O'Keefe, Assistant Director of Parks & Recreation
Kim Rontey, Recreation Coordinator

June 2014 – Original plan presented to Town Council
May 2016 – Update (in italics)

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 - II. Mansfield Parks and Recreation Existing Programs
 - III. Community School for the Arts Collaboration –
Opportunities
 - IV. Community School for the Arts Collaboration –
Challenges
 - V. MPRD/CSA Preliminary Business Plan
 - VI. Memorandum of Understanding
 - VII. CSA Facilities
 - VIII. Start-up and Operational Costs
 - IX. Summary/Conclusions
- Appendix

I. INTRODUCTION

The UConn Community School for the Arts (CSA) has a long history of providing art and music education to the larger community. The Mansfield Parks and Recreation Department (MPRD) also offers art and music programs at an introductory level. MPRD intentionally limits its art and music programming to an introductory level knowing that the UConn CSA meets the broader needs of the community.

Specifically because they are looking to re-define their mission for community based programs, UConn has asked the MPRD to consider providing the popular CSA programs in a collaborative manner. UCONN believes that the CSA program could be managed more effectively with an experienced partner like the MPRD. The MPRD has a broad foundation of programming and is well positioned to work directly with the UConn CSA to continue to meet the needs of area residents.

As initially conceived, the Town and the University would negotiate a Memorandum of Understanding (MOU, see Section VI) to outline the parties' responsibilities during a trial period (through June 30, 2016). UConn would continue to provide funding, staffing and the facility, and the MPRD would handle program registration, fee collection, and marketing. Program profits would be shared equally by the CSA and the MPRD. At end of the trial period, the Town and the University would evaluate the performance of the partnership and determine whether the Town should continue the partnership for a further specified period of time, dissolve the partnership, work towards taking over the administration of the program for the long-term or if any other changes would be desirable.

This preliminary business plan will identify opportunities and challenges of operating the CSA as a satellite art and music program and examine other options to best meet the needs of current and future area residents.

May 2016 Update – In April 2016, UConn and the Town publicly announced that effective at the conclusion of the MOU, UConn will cease operation of the community program known as the Community School for the Arts (CSA). During the term of the two year partnership, administration of the CSA program realized a renewed purpose and saw significant changes, including staffing and facilities. MPRD has indicated that it is in good position to continue selected CSA programs as an extension of its existing programs. The CSA structure as it exists under UConn's supervision will not be carried forward as the program transitions to MPRD. Rather, MPRD will seek to broaden its existing music and arts program offerings by incorporating successful CSA activities. This update will emphasize current changes to the original Business Plan.

II. MANSFIELD PARKS and RECREATION EXISTING PROGRAMS

The Mansfield Parks and Recreation Department has a strong history of providing a broad range of programs to area residents. MPRD programs are managed within the Town's Recreation Program Fund and follow the Town's Fee Policy. MPRD programs are self-supporting, with direct costs and most indirect over-head costs covered by fees and charges. Limited subsidies are provided by the Town for fee waivers and facilities.

MPRD program participation in fiscal year 2012-13 exceeded 15,900, which included over 2,700 programs. There are approximately 68 percent residents and 32 percent non-residents participating in annual Parks and Recreation programs.

A sophisticated registration software system, entitled *VT Systems RecTrac*, is used to register participants both online and in office. This system allows for highly efficient management of programs by supervisors and the MPRD administration. Approximately 50 percent of MPRD registrations occur online. The following is a sampling of MPRD art and music related programs that have been offered in the past (list not inclusive of dance/exercise programs, some of which might be considered artistic related):

Acting Class	Introduction to Welding
African Music	Jewelry
Art Appeal	Junk Yard Artists
Basic Digital Photography	Knitting
Basic Painting and Collage	Landscape Photography
Basket Weaving	Mosaics
Beginning Pastels	Music Together
Candle Making	Painting and Collage
Casual Portrait	Photography
Clay Jewelry	Pottery
Creative Theater	Pottery Camp
DaVinci Kids	Scrap Booking
Drawing	Theatrical Puppetry
Experimental Art	Theater Workshops
Family Music	Wacky World of Wire
Holiday Crafts	Water Colors
Introduction to Flute Play	Young Picassos

MAY 2016 UPDATE – Throughout the two year partnership, MPRD continued to offer a variety of introductory level music and art programs as had been done in the past. As identified in the MOU, MPRD utilized its activity registration software system to effectively and efficiently manage the CSA program registration. This registration effort replaced an outdated and manually operated system that was previously utilized by UConn. Going forward, all registration for CSA programs that

are offered by MPRD will continue to be held to the standard registration process and procedure as currently exists.

III. COMMUNITY SCHOOL for the ARTS COLLABORATION - OPPORTUNITIES

Opportunities don't often present themselves in a new venture such as the collaboration of major programs. There are a number of areas where collaboration will provide some opportunities to strengthen the foundation of the CSA and expand the program base of the MPRD.

Facilities: Although the MPRD has a proven successful program operation, there are facility limitations, which have caused some long-term concerns about future program growth. Programs often have to be scattered around town in order to find space to offer related programs. Scattering of programs makes for inefficient program supervision. A possible off-site, satellite program operation at the CSA could solve short-term program facility issues and provide opportunities to consolidate similar programs into one location. Longer term facility considerations would need further evaluation, but the facilities at the Depot Campus could and should be one option for the long-term. At some point, the buildings currently housing the CSA will need a higher level of maintenance and/or renovation to properly meet the needs of facility users. UConn has indicated its willingness to provide facilities at the Depot Campus in the short-term which will enable the existing CSA program to thrive with proper support and supervision. UConn is hoping to develop stronger links between CSA and its music department. Access to facilities in the School of Fine Arts' buildings is also under consideration. Longer-term access to these facilities could be negotiated. Consideration can also involve the high school's music and art facilities. The E.O. Smith music and art facilities have been lightly used by the community and the school's administration has indicated a willingness to consider expanded access. In addition, similar facilities exist at the Mansfield Middle School which are rarely used by the larger community.

Marketing: The MPRD produces seasonal program brochures which are distributed both online through the Town and department websites and also via direct mail. The direct mail approach continues to be the most popular and successful method to market all programs and services of the MPRD. This brochure reaches over 22,000 households in Mansfield and surrounding towns. CSA marketing efforts would benefit greatly from being included in the brochure. A consolidated effort to promote program offerings and cross-market to existing MPRD participants will undoubtedly provide new opportunities to increase program participation. In addition, other traditional methods of marketing that have proven successful for MPRD will be utilized, including radio, website links, and email.

Consolidation: Both the MPRD and the CSA are operating similar types of programs. Generally speaking, MPRD tends to offer art and music programs on an introductory level and CSA tends to offer more specialized and higher level programs. A consolidated effort to operate these programs will provide an opportunity for efficiency. A combined effort of the strengths of each program will

enable the program as a whole to be more effective at serving its participants. MPRD has a strong marketing program and registration system, while the CSA has access to numerous instructors and educators and more than adequate facilities.

MAY 2016 UPDATE

Facilities: As was identified with the collaboration between UConn and the Town, the use of CSA's facility at the Depot Campus was seen as an opportunity to consolidate music and art programs in a single location, thus making program supervision more efficient. It was understood that the Depot Campus would probably be a short term solution only and eventually UConn identified the School of Fine Arts on the main campus as the preferred site for most of the CSA programs. A formal move of the CSA operation was made after UConn decided that due to ongoing maintenance issues at the Depot Campus facilities, they could no longer support building usage. The Dean of the School of Fine Arts at the time made space available at the SFA for the CSA office and selected rooms for music lessons. Through a cooperative arrangement with E. O. Smith High School, the music and arts wing at EOS was also used for several classes. At the time of this update, staff are actively pursuing a number of locations for future CSA programs, including currently utilized spaces and potential new spaces:

- UConn School of Fine Arts
- UConn von der Mehden Recital Hall
- Ballard Institute and Museum of Puppetry at Storrs Center
- E. O. Smith Music and Arts wing
- Mansfield Middle School Music and Art classrooms
- Nash Zimmer Transportation Center program room
- Old Schoolhouse
- Mansfield Community Center

While not ideal to have CSA programs in a number of different locations, there are no practical options to house all the programs in a single location at this time. With multiple options to meet current program demands, staff will pursue the most effective spaces available.

Marketing: MPRD will continue with the seasonal program brochure format to incorporate any CSA programs. Both the printed version and the online posting have proven successful at marketing program offerings to the community at large.

Consolidation: Consistent with the original intent of the partnership, a consolidated effort will enable the CSA program to be more effective at serving participants. Overhead costs under UConn's structure were high for the volume of programming offered. A consolidated structure under MPRD will allow the program to be more efficient at providing services to interested participants.

IV. COMMUNITY SCHOOL for the ARTS COLLABORATION - CHALLENGES

There are several challenges that have been identified through an initial evaluation of a potential collaboration between UConn's CSA and the Town. These challenges are manageable and can be clearly defined in the Memorandum of Understanding between both parties.

Re-defining the CSA Mission: UConn has recently indicated its desire to move away from providing community based programming, particularly for non-college aged students. However, UConn remains committed to support a successful transition of the CSA to the Town. None-the-less, it is important that CSA's mission be re-examined with a focus on services during the transition. The current MPRD mission of, "enhancing the quality of life for the total community by providing a variety of leisure opportunities, promoting health and wellness, increasing cultural awareness, protecting the natural resources, and developing the recreational needs and interests of area residents" is consistent with the intent of this collaborative effort.

Training: The staff of the CSA will continue to be employed by UConn and will thus be required to follow the policies and procedures established by UConn. A successful collaboration will require staff of the program to understand and follow procedures of both the Town and UConn. The MPRD conducts general orientation training and customer service training for all of its employees. Support staff of the CSA will also need to undergo software system training in order for onsite registration services to be effective. Management of both parties will work closely together to ensure proper and thorough training.

Timing: A successful collaboration will require coordinated timing of services and program offerings. CSA program offerings will need to coincide with the marketing of general MPRD programs. A short window of opportunity exists for program planning to occur for the fall season.

MAY 2016 UPDATE

Re-defining the CSA Mission: *The CSA has had a long history of providing instruction in the music and arts areas. The CSA seeks to be a significant resource for high quality music and arts education by providing professional music and arts instruction for students of all ages and ability levels. It is the intent going forward to continue the CSA brand and as originally identified, the re-defined mission of CSA fits well within the general MPRD mission.*

Training: *All current MPRD employees who will be involved with CSA registration or program supervision have already completed any necessary department training*

under the MPRD structure. Any new instructors hired by the Town who were previously employed by UConn will be required to attend standard MPRD training.

Timing: *MPRD included a small line-up of programs under the CSA name in the summer 2016 program brochure. In the best interest of existing participants who desire to continue with their instruction and for continuity of the program as a whole, it is important that there is a consistent presence of CSA. At the time of this update, the MPRD summer brochure was already in print.*

V. MPRD/CSA PRELIMINARY BUSINESS PLAN

Product and Service Description

Community based programs offer genuine customer service and deliver program services in a welcoming, non-threatening common ground, for people of all ages, abilities and social economic classes. The MPRD has a proven record of delivering quality services and building a positive community atmosphere. Providing sustained services and programs that bring the community together and benefit the active lifestyles of area residents has added to the quality of life.

Dedicated spaces and programming for art and music education for both group and individual instruction will enhance opportunities for areas residents to experience important lifelong learning and skills. By expanding current space and services to meet existing and future art and music expectations for area residents in the target market the CSA will meet local needs while maintaining its core mission of providing community services.

To reflect the target market needs of children and adults the CSA programs will include provision of an abundance of art and music program offerings. In addition to group classes, private instruction has been popular. An attractive advantage of the CSA is its centralized location and specialized program space.

Management and Organization

Chief Executive Officers: Matthew Hart, Town Manager and Curt Vincente, Director of Parks and Recreation for the Town and Sally Reis, Vice Provost for Academic Affairs, and Brid Grant, Dean of the School of Fine Arts at UConn

Chief Financial Officers: Cherie Trahan, Director of Finance and Curt Vincente, Director of Parks and Recreation for the Town and Colleen Bridgeman, Assistant Dean and Brid Grant, Dean of the School of Fine Arts for UConn

Marketing Team – Curt Vincente, Director of Parks and Recreation, Jay O’Keefe, Assistant Director of Parks and Recreation, and Amanda Wilde, Member Service Coordinator for the Town and Brid Grant, Dean of the School of Fine Arts, Linda Neelly, and Eva Davies for UConn

CSA Program Supervisor: Linda Neelly for UConn

Human Resource Team: Maria Capriola, Assistant Town Manager and Jay O'Keefe, Assistant Director of Parks and Recreation for the Town and Linda Neelly for UConn

Advisory Network

Mansfield Town Council
Mansfield Arts Advisory Committee (AAC)
Mansfield Recreation Advisory Committee (RAC)
CSA Board of Directors
School of Fine Arts Music Department
Mansfield Parks and Recreation Department

Partnering

Aside from the collaboration between the Town and UConn as defined by the MOU in Section VI, other potential partners for facility access and potential program staff include E. O. Smith High School Music and Art Department and Mansfield Middle School Music and Art Department.

Trends

Research has indicated that art and music education at all ages facilitates learning other subjects and enhances skills that children inevitably use in other areas. According to researchers at the University of Michigan, "The arts have a power to deepen and extend our understanding of ourselves and the world. Music plays a key role in the moral, as well as aesthetic formation of human virtue, character, and sensibility (Carr 2005). It has also shown to increase mental discipline, patience, cooperation (Johnson 2004). Often, study of the arts is seen as a means for increasing student performance in more legitimate skill and subject areas."

Demands of Target Market

Previous CSA programming has indicated a continued demand for art and music programming by area residents. Classroom and workshop areas with dedicated spaces for group instruction and private lessons are available at the CSA facilities on the Depot Campus. These spaces have not been used to capacity thus program participation growth is possible without additional facility cost. Although CSA participation numbers have fluctuated in recent years, economic and staffing factors may have contributed to these fluctuations. None-the-less, interest in group and private lessons in art and music remain high in the area.

Company Description

Under the guidance of the MOU, UConn and the Town will collaborate on a team approach to operate the CSA. The success of the CSA to date is arguably due to the quality instruction that participants have been afforded. This collaborative effort will bolster the strengths of both organizations to offer quality service to potential customers. An MPRD satellite location will work to expand the existing MPRD

mission by providing more opportunities for lifelong learning. Service delivery by both organizations has been healthy and this joint venture will stress excellence in customer service, provide a friendly atmosphere and maintain a loyal customer following.

It is vitally important that a customer focused environment be maintained. This has been successfully created and extremely well received at the Mansfield Community Center where most of MPRD's programming occurs. This will be achieved through staff training, customer satisfaction surveys, implementation of a member feedback program and management's active involvement in the operations.

Marketing Plan

- Market Research - Limited local information is available on the potential market for participants in art and music education at the community level. CSA has recorded from 1,500 to over 2,000 participants per year in recent years in art and music specific programs. MPRD has recorded over 15,900 participants in fiscal year 2012-13 for a broad range of programming types. A detailed survey would need to be conducted to determine art and music specific interest levels at certain pricing levels. However, a scientific survey done by a professional research firm could be costly and might not prove to be useful in this case. Existing data on previous participation levels for the CSA program indicate strong interest in art and music education in the area.
- Economics – The local economy, while it may differ slightly from the national economy, continues to see slow recovery.
- Total market size - Using Mansfield and the surrounding towns of Ashford, Coventry, Tolland and Willington, there is an approximate population of over 62,600. As indicated earlier, MPRD currently distributes its seasonal program brochure to over 22,000 households in these towns plus the Town of Columbia, which now sends some of its high school students to E.O. Smith High School.
- Target market – Age 3 and over
- Current demand in target market - As indicated previously, CSA programming has indicated a continued demand for art and music programming by area residents.
- Target market trends – As indicated earlier, research has indicated that art and music education at all ages facilitates learning other subjects and enhances skills that children inevitably use in other areas. Communities such as Mansfield continue to desire a variety of options for lifelong learning. Art and music education remain high on the list of desired program options.

- Barriers to entry in the market - Cost may prove to be a factor that could prevent participation. Highly priced programs potentially limit the market. The CSA has a history of providing scholarships to participants with low income status. These scholarships are funded by donations. The Town has a long history of providing fee waivers to low income residents. Initially, if at all, the CSA program under this collaboration should not be included in the Towns Fee Waiver Ordinance, since the Town is in the midst of implementing recent changes to the Fee Waiver Ordinance, which will require detailed evaluation in the coming year.
- Competition - There is very limited competition for art and music education in the area. It is expected that CSA and MPRD would dominate the market area for specific art and music programming. The following are the known private art and/or music programs:
 - Mansfield Academy of Dance - Mansfield
 - Dance Express – Tolland
 - Can Dance Studio – Coventry
 - Saw Mill Pottery – Putnam
 - CT Art School – South Windsor
- Planned Promotion Avenues – The CSA/MPRD combined program would be promoted primarily through the broad distribution that currently exists with the MPRD seasonal program brochure. In addition, both organizations would maintain existing websites, with links to each. Both organizations also maintain email lists which would be used for direct communication. MPRD maintains a radio advertising contract and would supplement advertising for memberships and programs with additional promotion for the CSA programs. Finally, cross marketing via existing program participants will benefit each organization.
- While registrations for all classes will be done through MPRD, scheduling of classes and day to day inquiries will be dealt with by CSA staff on the Depot Campus.

MAY 2016 UPDATE

Product and Service Description - MPRD is well positioned to provide ongoing music and arts programming especially because of the consistency with existing program offerings. The delivery of programs and services will remain the same under the MPRD model.

Management and Organization

Chief Executive Officers: Matthew Hart, Town Manager, Curt Vincente, Director of Parks and Recreation and Jay O'Keefe, Assistant Director of Parks and Recreation

Chief Financial Officers: Cherie Trahan, Director of Finance, Curt Vincente, Director of Parks and Recreation and Jay O'Keefe, Assistant Director of Parks and Recreation

Marketing Team – Curt Vincente, Director of Parks and Recreation, Jay O'Keefe, Assistant Director of Parks and Recreation, and Amanda Wilde, Member Service Coordinator, and Kim Rontey, Recreation Coordinator

CSA Program Supervisor: Kim Rontey, Recreation Coordinator

Human Resource Team: Maria Capriola, Assistant Town Manager, Jay O'Keefe, Assistant Director of Parks and Recreation, and Kim Rontey, Recreation Coordinator

Advisory Network

Mansfield Town Council

Mansfield Arts Advisory Committee (AAC)

Mansfield Recreation Advisory Committee (RAC)

Mansfield Parks and Recreation Department

Partnering – MPRD desires to continue the CSA brand as an extension of existing programs. UConn has indicated its willingness to remain a partner by providing program space when available and encouraging graduate and doctoral students to provide program instruction. The partnership will also be extended to both the High School and Middle School music and art teachers as they have indicated an interest in connecting their students to community based programs.

Trends – same as was originally written above.

***Demands of Target Market** – There has been continued strong interest in CSA programming. Programs offered under the existing MPRD model are held only if a minimum number of participants are received. Program registration typically rises and falls based upon general economic conditions. There is no risk of offering programs. Registration will dictate demand and whether or not programs are actually run.*

***Company Description** – Under the MPRD structure, CSA programs can continue as driven by demand. MPRD existing staff will oversee the supervision of the program as an extension of existing program offerings.*

***Marketing Plan** - Same plan as detailed above, with the exception that there will not be UConn employees overseeing the program. MPRD existing staff will supervise a limited number of CSA programs. Program growth will occur only if revenue fully supports any additional costs and if the resources within the MPRD have capacity to supervise any new programs.*

VI. MEMORANDUM OF UNDERSTANDING

A detailed Memorandum of Understanding (MOU) can be found in Appendix A of this document. This MOU is designed to define the responsibilities of both UConn and the Town with regards to the CSA program. This MOU was developed in a collaborative manner with legal advice from both parties and will serve as the formal guide under this CSA partnership.

MAY 2016 UPDATE

The existing MOU ends on June 30, 2016, therefore, no formal agreement with UConn will go beyond this date. However, UConn has agreed to support the CSA program through assistance with finding qualified instructors and program facility space where possible at the School of Fine Arts.

VII. COMMUNITY SCHOOL for the ARTS FACILITIES

The CSA has developed a number of instructional spaces, classrooms, and workshops at their main location at UConn's Depot Campus. Additional space has been utilized on occasion through events and recitals at the School of Fine Arts on the Main Campus. The classrooms and workshop space at the Depot Campus have been more than adequate to meet the programming demands. UConn Facilities Management has performed general repairs and maintenance of the CSA facilities. During the collaboration and as identified in the MOU, UConn facilities on the Depot Campus will continue to be used. This use is critically important for the continuation of existing programs in the short term. Longer term use the Depot Campus facilities can be negotiated during the annual review as part of the evaluation identified in the MOU. It is suggested that possible future programming space can be supplemented at the High School, Middle School and/or other existing Town and University buildings.

MAY 2016 UPDATE

Program space remains a critical factor in being able to provide quality programs. Although the loss of the Depot Campus space forces CSA programs to be held in a number of alternative locations, staff have identified the following as potential space where CSA programs can be held:

- *UConn School of Fine Arts*
- *UConn von der Mehden Recital Hall*
- *Ballard Institute and Museum of Puppetry at Storrs Center*
- *E. O. Smith Music and Arts wing*
- *Mansfield Middle School Music and Art classrooms*
- *Nash Zimmer Transportation Center program room*
- *Old Schoolhouse*
- *Mansfield Community Center*

VIII. START-UP AND OPERATIONAL COSTS

As identified in the MOU, UConn will continue to manage the day to day expenditures and payroll for the CSA program. Therefore, there are no specific start-up costs associated with the collaboration. Business of the CSA will continue as usual with the exception that MPRD will collect registration fees and reimburse UConn on a quarterly basis for the expenditures associated with the operation of the CSA. Per the MOU, UConn will absorb any losses and profits will be equally shared. MPRD will incur some expense related to marketing, training and registration collection and these expenses will be factored into the quarterly reporting of CSA's operation. MPRD expenses will be determined by a percentage of over-all registration/programming offered. See Appendix B for a detailed three year profit and loss statement from the CSA.

MAY 2016 UPDATE

MPRD plans to continue with CSA programs on a limited basis as an extension of existing program offerings. There are no immediate start-up costs since MPRD already runs a multitude of programs in a variety of areas. MPRD will offer only the number of programs that it can manage within the existing supervisory capacity. Attached is a pro-forma CSA program budget which indicates estimated program revenues and expenditures. Over time, it is projected that the added program volume, in addition to high cost recovery individual lessons will help to improve the sustainability of the Parks and Recreation Fund.

Regarding facility use, it should be noted that re-use of the Old Schoolhouse may require some costs to utilize the building more intensively than in the past. The building is currently vacant and was last used by Joshua's Trust, who was leasing the building from the Town. Joshua's Trust is now located in the former home and farm owned by the late Isabelle Atwood. In consultation with the Facilities Department, it is expected that both the septic and water systems will need to be upgraded prior to the building being re-used in a more active way. Cost estimates for these anticipated upgrades were not available at the time of this update.

IX. SUMMARY/CONCLUSIONS

The Community School for the Arts, currently operated by UConn, has provided successful art and music programs to the community for many years. The program is well received by the community and has a positive reputation for providing a high level of programming and instruction. The Mansfield Parks and Recreation Department has a strong history of providing a broad range of programs to area residents.

UConn recognizes the important role that the CSA provides for area residents but has indicated its desire to focus more on programs that serve college age students directly in line with its core mission as an institution of higher learning. UConn has approached the Town because it believes that the CSA program could be managed more effectively with an experienced partner like the MPRD. The MPRD has a broad foundation of programming and is well positioned to work directly with the UConn CSA to continue to meet the needs of area residents.

It is necessary for the CSA to have a business model approach to its operation in order to maintain its self supporting focus. The successful management of a business-like operation should always embrace opportunities to expand. Engaging in this partnership will allow MPRD to examine the potential for new revenues and help to sustain a successful and popular program.

A collaborative effort between UConn and the Town is a positive step to continue the programs and services the CSA has developed. The attached MOU defines the relationship and responsibilities between both parties. The risk is non-existent for the duration of this MOU and the potential benefits are high.

This report includes initial components of a business plan designed to operate the Community School for the Arts in a collaborative manner as defined by the MOU between the Town and UConn.

MAY 2016 UPDATE

This update provides a current outlook on continuance of the CSA program. Feedback from existing participants, CSA staff and administrators, MPRD staff, the Recreation Advisory Committee, and the Arts Advisory Committee indicate a strong desire by the community to have community music and art education opportunities continue. MPRD plans to continue with the CSA brand because for decades it has been well known in the area as a program that provides quality instruction and opportunities for public education and enrichment. There is great value added to the over-all quality of life in the area when programs and services such as the CSA are available to residents.

APPENDIX

A – Memorandum of Understanding

B – CSA Profit/Loss Statement – 3 year
Historical

MAY 2016 UPDATE

C – Pro-forma CSA Budget

APPENDIX A – Memorandum of Understanding

MAY 2016 UPDATE – no change from the original attachment

MEMORANDUM OF AGREEMENT

between
University of Connecticut
and
Town of Mansfield

THIS AGREEMENT (hereinafter "Agreement") is made and entered into as of the 12th day of November 2014, by and between THE UNIVERSITY OF CONNECTICUT, a constituent unit of the state system of public higher education ("UConn"), and the TOWN OF MANSFIELD, a municipal corporation ("Mansfield"). UConn and Mansfield are each sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, UConn's School of Fine Arts currently administers the Community School of the Arts (hereinafter referred to as "CSA"), a fine arts program offering non-credit classes in musical and visual arts to students of all ages, from infants to seniors, on grounds located within the Town of Mansfield; and

WHEREAS, Mansfield currently administers its Parks and Recreation Department to provide a variety of leisure opportunities to residents of the Town of Mansfield and the surrounding communities; and

WHEREAS, Mansfield and UConn mutually wish to transition the administration of CSA from UConn to a program administered solely by Mansfield over the course of several years, the exact length of which is to be determined during the transition period; and

WHEREAS, the Parties have agreed that such transition will occur only if UConn and Mansfield can mutually develop CSA into a financially-sustainable program administered by Mansfield at the end of a transition period of several years, the exact length of which will be determined mutually by the Parties as this Agreement progresses; and

WHEREAS, the Parties wish to memorialize in this Agreement their respective contributions to the transition plan.

NOW THEREFORE, for the promises and considerations set forth herein, UConn and Mansfield do hereby agree as follows:

1. Purpose; Term and Termination.

- (a) The purpose of this Agreement is to set forth the obligations of the Parties hereto.
- (b) The term of this Agreement shall commence on the date upon which this Agreement is approved as to form by the Office of the Attorney General and

June 17, 2014

run through June 30, 2016. Thereafter, this Agreement shall be subject to annual renewal as specified in Section 6 of this Agreement.

- (c) Either Party may terminate this Agreement at any time. However, any such termination shall not become effective until June 30 of the then current Fiscal Year. The Parties agree that for purposes of this Agreement a fiscal year runs from July 1 through June 30. Both Parties agree that in the event either Party terminates this Agreement, each Party's respective rights and responsibilities do not cease until June 30 of the Fiscal Year in which the notice to terminate was given.

2. UConn Agrees To:

From the date this Agreement commences through June 30, 2016, UConn agrees, at its sole expense to:

- (a) Continue to provide the current space at UConn's campus in Storrs, Connecticut to operate CSA classes and programs, or equivalent space as mutually agreed to by the Parties;
- (b) Continue to maintain the facilities used by CSA on UConn's campus, including structural maintenance, provision of all utilities, insurance and inclement weather measures;
- (c) Continue to provide teachers and instructional staff for all CSA classes and programs;
- (d) Order and pay for all supplies for CSA classes and programs;
- (e) Continue to market through direct mail seasonal program brochure and include Mansfield Parks and Recreation Department logo and website link for cross promotion;
- (f) Provide the payroll administration of all teachers for CSA classes and programs;
- (g) Appoint an Academic Program Coordinator to administer CSA;
- (h) Appoint the Academic Program Coordinator as a UConn employee and pay the employee's salary and associated benefits;
- (i) Provide office space to the Academic Program Coordinator;
- (j) In conjunction with Mansfield, jointly supervise the Academic Program Coordinator;

June 17, 2014

- (k) Cover all costs, including wages, of student labor associated with CSA;
- (l) In the event that class fees collected and reimbursed by Mansfield as outlined in Section 3(c) and 3(d) of this Agreement are not sufficient to cover the costs of CSA classes and programs, absorb the burden of the financial loss to CSA;
- (m) Review this Agreement with Mansfield annually in accordance with Section 6 of this Agreement; and
- (n) At the conclusion of this or a future Agreement, provided that, to the reasonable satisfaction of Mansfield, CSA has been successfully transitioned into a financially-sustainable program capable of being administered solely by Mansfield; release to Mansfield the full administration of CSA, pursuant to an amendment to this agreement or another written agreement negotiated and executed before said date of release.

3. Mansfield Agrees To:

From the date of commencement of this Agreement through June 30, 2016, Mansfield agrees to:

- (a) Conduct all student registration for CSA classes and programs;
- (b) Include all CSA classes and programs in the seasonal activities brochure published by Mansfield's Parks and Recreation Department with website link for cross promotion;
- (c) Collect all class fees from student participants;
- (d) Provide all fees collected from student participants to UConn as reimbursement for the costs of teacher and administrator salaries and operational costs for all CSA classes and programs, less any expenses incurred by Mansfield through publishing and registration of CSA classes and programs;
- (e) In conjunction with UConn, jointly supervise the Academic Program Coordinator;
- (f) Review this Agreement with UConn annually in accordance with Section 6 of this Agreement; and
- (g) At the conclusion of this Agreement, provided that to the reasonable satisfaction of Mansfield, CSA has been successfully transitioned into a financially-sustainable program capable of being administered solely by Mansfield, assume from UConn the full administration of CSA, pursuant to an

amendment to this Agreement or another written agreement negotiated and executed before said date of release.

4. Both Parties Agree To:

From the date of commencement of this Agreement through June 30, 2016, the Parties agree to:

- (a) Review this Agreement in April 2015 to determine the desired continuation and terms of this Agreement for CSA for the 2015-2016 Fiscal Year, including, but not limited to:
 - i. The source of funding for the Academic Program Coordinator salary and fringe rate for the upcoming Fiscal Year;
 - ii. The administration of CSA teacher and support staff hiring and salaries;
 - iii. The delegation of administrative support for CSA;
 - iv. The space in which CSA classes and programs will be conducted;
 - v. Future transition plans, needs and anticipated timelines; and
 - vi. Any other issues that require discussion during the course of administering CSA through its transition during the first year of this Agreement.
- (b) Share equally in a 50%-50% split between UConn and Mansfield any profits generated from CSA, less any expenses incurred by the parties;
- (c) Share open accounting of CSA expenses and revenues;
- (d) In accordance with UConn's current practice with regard to CSA, cancel any scheduled CSA classes or programs with enrollment that is evidently below a threshold sufficient to cover the costs of the teacher salaries and operational costs.

5. CSA Academic Program Coordinator and Curriculum.

- (a) As stated in Section 2(g), UConn agrees to appoint the Academic Program Coordinator as a UConn employee on a one-year contract and pay the employee's salary and associated benefits.
- (b) For the Fall 2014 academic semester, the current CSA curriculum of classes and programs will continue as now in place.
- (c) One of the main duties of the Academic Program Coordinator will be to review and possibly revise the curriculum of CSA, with anticipated changes commencing as early as the Spring 2015 academic semester. The curriculum

will be revised with the ultimate goal of transitioning CSA into a financially-sustainable program administered by Mansfield.

6. Annual Review. The Parties agree to review this Agreement and their obligations under it in April 2015 and then annually thereafter during the month of April of each year this Agreement is in effect. Annual renewals of this agreement will be entered into by May 1 of each subsequent year. In the event that either Party wishes to modify or amend this Agreement, that Party must deliver to the other Party a written notice of the terms proposed to be modified or amended by May 1 of each year. This Agreement may only be modified or amended by the execution of a written instrument, signed by both Parties and approved as to form by the Office of the Attorney General.
7. Delays. The Parties' respective obligations hereunder (other than the payment of money) are subject to reasonable delays for force majeure.
8. Default. If at any time either Party shall default in the performance or observance of any of the terms, covenants, conditions or agreements of this Agreement and such default shall not be cured within thirty (30) days after delivery of notice thereof from any non-defaulting Party to the defaulting Party (or if such default is capable of cure but not reasonably capable of cure within such thirty (30) day period, if the defaulting Party fails to commence a cure within such thirty (30) day period and diligently and continuously prosecute such cure to completion within a reasonable time period), then the non-defaulting Party shall be entitled to (i) terminate this Agreement upon written notice to the other Party, and/or (ii) pursue such other remedy as may be available at law or in equity; provided, however, that if such default involves an emergency (i.e., the possibility of risk of injury to person or property), or performance of such obligation is necessary to prevent or relieve an emergency, then the notice required to be given hereunder need only be such reasonable notice, if any, as is warranted by the nature of the specific condition involved. Notwithstanding anything to the contrary contained herein, each Party hereby waives consequential damages, punitive damages, treble or other multiple damages, and damages for lost opportunity or lost profits for claims, disputes, or other matters arising out of or relating to this Agreement.
9. Compliance with Laws. To the extent applicable to this Agreement, Mansfield acknowledges and agrees that it shall comply with and be subject to the laws, rules, regulations and executive orders set forth in Exhibit A attached hereto, which Exhibit A is incorporated herein by reference and made an integral part of this Agreement.
10. Cooperative Effort. The Parties agree to work cooperatively to accomplish the objectives described in this Agreement.
11. Mediation. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to seeking other recourse. Mansfield and UConn shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the Parties mutually agree otherwise, shall take place in the Town of Mansfield, Connecticut and shall be

June 17, 2014

administered by a mutually agreeable mediator in accordance with the Commercial Mediation Procedures of the American Arbitration Association ("AAA") in effect on the date of this Agreement; provided, that such mediation is not required to be conducted under the auspices of the AAA unless required by either Party. A request for mediation shall be made in writing, delivered to the other Party to the Agreement. The submission of any claim, dispute or other matter to mediation shall not constitute a waiver of any rights of either Party under applicable law.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut, without regard to its principles of conflicts of laws.
13. Entire Agreement. This Agreement, together with the exhibits hereto, constitutes the entire Agreement and understanding between the Parties relating to the subject matter hereof and supersedes all prior discussions and agreements, oral or written, express or implied, relating to the subject matter hereof. Any amendments to this Agreement must be in writing and executed by authorized representatives of the Parties and approved by the Office of the Attorney General. The performance by any Party of its obligations under this Agreement shall not operate in any way as a waiver of non-compliance or breach by the other Party.
14. Execution. This Agreement may be executed in one or more counterparts each of which shall constitute an original but which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier, facsimile, portable document format ("PDF") or other electronic means shall be as effective as delivery of a manually executed counterpart of this Agreement. The signature of any Party on this Agreement by telecopier, facsimile, PDF or other electronic means is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any Party, any telecopier, facsimile or other electronic signature will be re-executed in original form by the Party which executed the telecopier, facsimile, PDF or other electronic signature. No Party may raise the use of a telecopier, facsimile machine, PDF or other electronic means, or the fact that any signature was transmitted through the use of a telecopier, facsimile machine, PDF or other electronic means, as a defense to the enforcement of this Agreement.
15. Benefit; Binding. This Agreement shall inure to the benefit of, and shall be binding upon UConn; but may not be assigned by UConn; any such assignment shall be null and void. This Agreement shall inure to the benefit of, and shall be binding upon Mansfield, its successors and assigns, including, without limitation, any corporation or other business organization with which Mansfield may merge or consolidate or to which it may transfer substantially all of its assets or otherwise enter into an acquisition or reorganization transaction.
16. Approval of the Office of Attorney General. This Agreement shall not be binding on either party unless and until approved as to form by the Office of the Attorney General.

June 17, 2014

17. Notices. All notices and other communications shall be deemed to have been duly given and received, whether or not actually received, on (a) the date of receipt if delivered personally, (b) two (2) calendar days after the date of posting if transmitted by certified mail, return receipt requested, or (c) one (1) business day after pick-up if transmitted by nationally recognized overnight courier service, whichever shall first occur, in each case to the address of the Party set forth below. A notice or other communication not given as herein provided shall be deemed given if and when such notice or communication and any specified copies are actually received in writing by the party and all other persons to whom they are required to be given. Any Party hereto may change its address for purposes hereof by notice given to the other Party in accordance with the provisions of this Section 16.

If to Mansfield:

Town of Mansfield
Audrey P. Beck Municipal Building
4 South Eagleville Road
Mansfield, Connecticut 06268
Attention: Town Manager

If to UConn:

University of Connecticut
352 Mansfield Road, Unit 1086
Storrs, CT 06269-1086
Attention: Office of the Provost

[remainder of page intentionally left blank; signature page follows]

June 17, 2014

[Signature Page to Memorandum of Understanding]

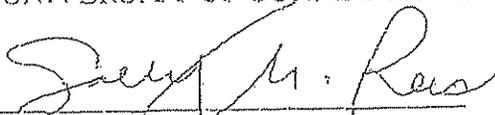
IN WITNESS WHEREOF, the Parties have executed this AGREEMENT as of the date first above written.

THE TOWN OF MANSFIELD

By: 
Matthew W. Hart
Town Manager

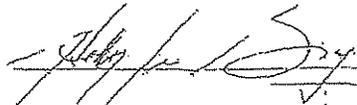
Date: 07/02/2014

THE UNIVERSITY OF CONNECTICUT

By: 
Vice Provost for Academic Affairs

Date: 7/6/2014

APPROVED AS TO FORM:


Associate/Assistant Attorney General

Date: 11/12/14

June 17, 2014

EXHIBIT A

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

2. State Executive Orders. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it. At Mansfield's request, UConn shall provide a copy of these orders to Mansfield. This Agreement may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

4. Sovereign Immunity. The Parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the State of Connecticut or UConn of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Agreement.

5. Statutory Authority. Connecticut General Statutes §§ 4a-52a, 10a-104, 10a-108, 10a-109d (a)(5) and/or 10a-151b, provide UConn with authority to enter into contracts in the pursuit of its mission.

6. Insurance. Mansfield agrees that while performing all services specified in this Agreement, its contractors will carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance will be filed with University prior to the performance of such services.

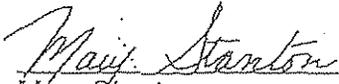
June 17, 2014



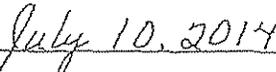
TOWN OF MANSFIELD
Certified Resolution

I, Mary Stanton of the Town of Mansfield, a Connecticut municipality, do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Town Council of the Town of Mansfield duly held and convened on October 10, 2006, at which meeting a duly constituted quorum of the Town Council was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect:

RESOLVED, This is to certify that pursuant to Section C502 of the Charter of the Town of Mansfield, Matthew W Hart, the Town Manager of the Town of Mansfield, shall sign and make all contracts and agreements in the name of the Corporation from this day forward.



Mary Stanton
Town Clerk



Date



APPENDIX B – CSA Profit/Loss Statement –
3 Year Historical

MAY 2016 UPDATE –update from UConn as presented in June 2015

UConn - School of Fine Arts
 Community School of the Arts
 Income Statement Summary FY14 - FY16

	<u>FY14 - Actual</u>	<u>FY15 - Projection</u>	<u>FY16 - Projection</u>
<i>Total Enrollment</i>	1182	968	961
- Individual Lessons	846	560	530
- Group Lessons	336	408	431
 Programmatic P&L:			
- Income	450,347	291,843	329,722
- Total Expense	450,347	291,844	291,000
- Expense (Direct)	227,619	150,348	168,121
- Expense (Indirect - Administrative Related)	133,226	104,820	86,693
- Expense (Overhead - Fringe Benefit / General Office Costs / Other Adj.) ⁽¹⁾	89,503	36,676	36,186
 Total Direct + Indirect + Overhead Profit/(Loss)	<u>(0)</u>	<u>(1)</u>	<u>38,722</u>
<i>Direct Cost % of Total Revenue</i>	51%	52%	51%
 UConn Subsidy Received to Contain Deficit ⁽²⁾	<u>(73,166)</u>	<u>(67,566)</u>	
FY13 Fund Balance (prior year profit) ⁽²⁾	<u>(07,956)</u>		

APPENDIX C – Pro-forma CSA Budget

Community School of the Arts Pro-forma Budget (May 16, 2016)

BUDGET SUMMARY - YEAR ONE		ESTIMATES BASED UPON:	
Estimated Participants	753	8 classes per season per class for art, dance, drama	
Estimated Revenues	164,760	10 classes per season per music class	
Estimated Direct Expense	122,087	On-going private music lessons	
Estimated Net Profit	42,673		
Estimated Recovery %	159%		

Fall 2016									
Program	Prog. w/min +	Est. Participants	Est. Revenues	Est. Program Staff Expenses	Est. Supply Expenses	Est. Equipment Expenses	Est. Rent	Net Profit	Recovery %
Suzuki (Group, private)	10	30	13,500	6,136	0	500		6,864	203%
Private Music	10	92	27,600	19,054	0	500		8,046	141%
Music Classes	2	12	810	560	0	150		100	114%
Art Classes	3	27	2,835	1,362	405	500		568	125%
Dance and Drama	1	8	600	328	0	150		122	126%
Camps	0	0	0	0	0	0		0	
Est. Facility Rent/Season							5,300	-5,300	
		169	45,345	27,440	405	1,800	5,300	10,400	130%

Winter 2016									
Program	Prog. w/min +	Est. Participants	Est. Revenues	Est. Program Staff Expenses	Est. Supply Expenses	Est. Equipment Expenses	Est. Rent	Net Profit	Recovery %
Suzuki (Group, private)	10	30	13,500	6,136	0	200		7,164	213%
Private Music	10	101	30,360	20,992	0	300		9,068	143%
Music Classes	2	14	910	560	0	150		200	128%
Art Classes	3	32	3,360	1,469	480	200		1,211	156%
Dance and Drama	1	10	750	328	0	0		422	229%
Camp (vaca/prof day)	2	20	1,000	441	300	0		259	135%
Est. Facility Rent/Season							5,300	-5,300	
		207	49,880	29,926	780	850	5,300	13,024	158%

Spring 2017									
Program	Prog. w/min +	Est. Participants	Est. Revenues	Est. Program Staff Expenses	Est. Supply Expenses	Est. Equipment Expenses	Est. Rent	Net Profit	Recovery %
Suzuki (Group, private)	10	30	13,500	6,136	0	100		7,264	216%
Private Music	10	106	33,400	22,068	0	100		11,232	151%
Music Classes	3	18	1,110	840	0	100		170	118%
Art Classes	5	45	4,725	2,249	675	200		1,601	151%
Dance and Drama	3	24	1,800	985	150	0		665	159%
Camps (vaca/prof day)	3	30	3,150	1,077	810	0		1,263	167%
Est. Facility Rent/Season							5,300	-5,300	
		253	57,685	33,355	1,635	500	5,300	16,895	163%
Summer 2017									
Program	Prog. w/min +	Est. Participants	Est. Revenues	Est. Program Staff Expenses	Est. Supply Expenses	Est. Equipment Expenses	Est. Rent	Net Profit	Recovery %
Suzuki (Group, private)	5	10	1,500	807	0	0		693	186%
Private Music	5	30	4,500	2,422	0	0		2,078	186%
Music Classes (6 class)	2	14	700	328	0	50		322	185%
Art (6 class session)	2	20	1,100	657	200	0		243	128%
Dance/Drama (6 class)	2	20	900	495	0	0		405	182%
Camp wks. Half day	3	30	3,150	1,077	810	0		1,263	167%
Est. Facility Rent/Season							2,650	-2,650	
		124	11,850	5,786	1,010	50	2,650	2,354	173%
YEAR TOTAL		753	164,760	96,507	3,830	3,200	18,550	42,673	159%
NOTES:									
* Participant numbers based upon prior CSA participation									
* Part-time employee payroll benefits included									
* facility rental expenses estimated									
* No existing MPRD programs included in estimates									



**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: May 23, 2016
Re: Appointment to Town Council and Council Committees

Subject Matter/Background

On May 9, 2016 Ms. Denise Keane was sworn in as the Republican replacement for Mr. Stephen Kegler, who resigned from the Mansfield Town Council. In addition, the Mayor appointed Ms. Keane to fill the position Mr. Kegler held on the Personnel Committee.

The following Council appointments remain vacant:

- Ad hoc Committee on Police Services
- Economic Development Commission (ex-officio/liaison – non-voting member)
- Mansfield Downtown Partnership Board of Directors

Recommendation

Councilor Marcellino does serve as a liaison to the EDC, and there is nothing except Council preference that requires two councilors to serve in that role. The other two vacancies are more critical.

If the Town Council wishes to make an appointment to the Mansfield Downtown Partnership Board of Directors tonight, the following motion is in order:

Move, effective May 23, 2016, to appoint _____ to serve as a member of the Mansfield Downtown Board of Directors to fill the vacancy created by Mr. Stephen Kegler's resignation from the Council and for a term ending June 30, 2019.

If the Town Council wishes to make an appoint to the Police Services Committee tonight, the following motion is in order:

Move, effective May 23, 2016, to appoint _____ to serve as a member of the Ad hoc Committee on Police Services, to fill the vacancy created by Mr. Stephen Kegler's resignation from the Council.

PAGE
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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MH*
CC: Maria Capriola, Assistant Town Manager; Cherie Trahan, Director of Finance
Date: May 23, 2016
Re: Mill Rate for Fiscal Year 2016/17

Subject Matter/Background

Due to the fact that at the time of the May 10, 2016 Annual Town Meeting the General Assembly had not adopted a state budget, the Town Council held off on setting the mill rate for FY 2016/17.

The General Assembly has now adopted a state budget showing an additional \$373,000 in state revenue over the projections we included in the Town budget adopted at Town Meeting. Governor Malloy is expected to sign the General Assembly's FY 2016/17 budget.

Recommendation

Because the Town needs to get the July 1, 2016 tax bills in the mail, staff recommends that the Town Council now move to set the mill rate for FY 2016/17. The mill rate would remain at 29.87 mills, the same as what the Town Council adopted for FY 2015/16.

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

BE IT RESOLVED: That the Tax Rate for the Town of Mansfield for Fiscal Year 2016-2017 be set at 29.87 mills, and the Collector of Revenue be authorized and directed to prepare and mail to each taxpayer tax bills in accordance with Connecticut General Statutes, as amended, and that such taxes shall be due and payable July 1, 2016 and January 1, 2017.

Attachments

- 1) Town of Mansfield/MBOE, State Grant Analysis

Town of Mansfield/Mansfield Board of Education
State Grant Analysis
As of May 13, 2016

								Estimated	Council Adopted	State Adopted 5/13/16	Incr/(Decr) Council Adopted
Grant	2009	2010	2011	2012	2013	2014	2015	2016	2017	2017	2017
Pequot Grant	349,407	191,334	193,911	211,700	231,700	205,985	205,662	242,157	205,528	204,996	(532)
PILOT	8,396,689	8,055,354	7,265,843	7,058,654	7,030,230	6,784,862	7,656,351	7,192,804	7,187,599	7,131,699	(55,900)
ECS	10,070,677	10,070,677	10,070,677	10,065,506	10,189,409	10,168,358	10,181,241	10,186,509	9,798,810	10,053,269	254,459
Transportation	247,412	137,067	135,357	116,428	132,423	124,527	119,987	111,831	112,398	-	(112,398)
Town Aid	205,614	206,217	205,727	208,125	212,152	423,034	415,303	416,521	416,521	416,521	-
LoCIP	182,348	174,491	183,979	183,703	189,462	192,489	184,935	195,109	195,109	195,109	-
Municipal Revenue Sharing				407,710	281,154				123,867	525,280	401,413
MRS Select Payment in Lieu									2,630,447	2,516,331	(114,116)
Municipal Aid Adjustment						625,545	319,207				
Total Actual	19,452,147	18,835,140	18,055,494	18,251,826	18,266,530	18,524,800	19,082,686	18,344,931	20,670,279	21,043,205	372,926
\$ Incr (Decr) from Prior		(617,007)	(779,646)	196,332	14,704	258,270	557,886	(737,755)	2,325,348	2,698,274	
% Incr (Decr) from Prior	3.9%	-3.2%	-4.1%	1.1%	0.1%	1.4%	3.0%	-3.9%	12.7%	14.7%	



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager
Date: May 23, 2016
Re: Regional School District No. 19 Proposed Building Project

Subject Matter/Background

Attached please find a letter from Mayor Shapiro expressing concerns regarding the process that Region 19 is presently using to develop and to review its proposed building project, as well as the related land transaction with UCONN. The letter is consistent with the Town Council's previous conversations regarding this topic.

Recommendation

The Mayor is looking for the Council's endorsement of his draft letter.

The following motion is suggested:

Move, effective May 23, 2016, to endorse Mayor Shapiro's letter to the Regional School District No. 19 Board of Education, conveying the Town Council's concerns regarding the process that the Region 19 Board is using to develop and review its proposed building project, as well as the related land transaction with UCONN.

Attachments

- 1) P. Shapiro re: Region 19 Proposed Building Project

TOWN OF MANSFIELD
OFFICE OF THE TOWN COUNCIL



PAUL M. SHAPIRO, Mayor

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

May 19, 2016

James Mark, Chair
Regional District 19 School Board
1235 Storrs Road
Storrs Mansfield, CT 06268
jmark@snet.net

Dear Mr. Mark:

I, along with my colleagues on the Mansfield Town Council, have followed the proposed building project closely. I have carefully read the FAQ that is on the project's web site. I write to express my concerns, as well as the concerns of my colleagues and citizens about how the project has been handled. I am aware of the forum that has been scheduled for June 9, 2016 and would like you to address these concerns either prior to or during this meeting. Prior to addressing these issues, I strongly urge you to move the meeting to the high school auditorium. I am familiar with the Library Media Center (LMC) and believe that it is too small to accommodate the citizens who have questions and concerns about the project.

All of us are concerned about the impact of bonding for this project on our town. Mansfield has serious concerns about the physical condition of our schools that serve grades preK through 8. Mansfield's elementary schools are over 60 years old and have not received the significant renovations that E.O. Smith did in the late 1990s. Willington's Hall Memorial School is nearly 100 years old. Many of our fellow citizens have questioned why a basically sound high school, with a new outdoor track, needs to be replaced with a brand new school while we are facing significant challenges in the years ahead as we address critical educational facility needs.

The transfer of the school property, including Farrell Field, to the University of Connecticut raises a number of significant issues for us in Mansfield. The plans for Downtown Storrs, since their inception, assumed that E.O. Smith would be across the street from the school. Once the property is transferred to the University, it would be exempt from local land use control. While we understand that the University's current plan is to use the school (and certainly the athletic fields), there is nothing that can be done to prevent the University, perhaps with a different administration in place, from selling this property to the highest bidder for the purpose of development in the future.

Finally, the Superintendent has stated publicly that the Regional School District would like the referendum to take place on the same day as the national election, November 8, 2016. From our standpoint, this is problematic. It allows very little time for a serious discussion of a matter that will affect us for a generation. The time frame is actually smaller than it appears, because the Superintendent and the Regional School Board members are prohibited from expressing any opinion during the 60 days prior to a referendum. That leaves a very short window, from the date of the information session (June 9, 2016) to the beginning of the “no comment” period (September 8, 2016) for a dialogue between the Region and its communities. Many in our community are away for all or part of the summer and the apparent decision to push for a referendum this November is troubling.

These are only some of the concerns that we have heard from our neighbors about the process that the Board is using for this potential transaction. The Council has not taken a position on the merits of the building project. We do believe, however, that if these concerns are addressed sooner rather than later, the process will be significantly improved.

Sincerely,

Paul M. Shapiro
Mayor

CC: Town Council
Matt Hart, Town Manager
Bruce Silva, Region 19 Superintendent of Schools
Christina Mailhos, First Selectman, Town of Willington
Michael Zambo, First Selectman, Town of Ashford
Mae Flexer, State Senator
Gregory Haddad, State Representative
Linda Orange, State Representative

PAGE
BREAK

From: Amy Gorin <amy.gorin25@gmail.com>
Sent: Thursday, May 19, 2016 1:31 PM
To: Mary L. Stanton
Cc: Sara-Ann Chaine
Subject: Re: materials to include in the Town Council packet
Attachments: EOS Petition Comments_5.19.16.pdf; EOS Petition signatures_5 signatures_1463678209.csv.pdf

Thank you. I would like to submit the following attached documents:

- 1) A copy of a petition that was started on 5/17/16 requesting that RSD#19 slow down the EO Smith Building Project. This document includes comments by several residents who signed the petition showing the types of concerns that people have with the building project process and timeline.
- 2) A copy of all of the electronic signatures for this petition obtained to date on change.org. There are over 260 signatures with more continuing to come in.

Sincerely,
Amy Gorin

On Thu, May 19, 2016 at 11:27 AM, Mary L. Stanton <StantonML@mansfieldct.org> wrote:

Dear Amy,

I just spoke to Sara-Ann, in the Manager's office, and she said that your petition would need to be to her by 2:00 pm today to get into the packet. She said that if you are going to be a couple of minutes late let her know and she can hold the packet.

Regards,

Mary Stanton

Mansfield Town Clerk

From: Amy Gorin [mailto:amy.gorin25@gmail.com]
Sent: Thursday, May 19, 2016 10:15 AM
To: Town Clerk
Subject: Fwd: materials to include in the Town Council packet

Hello:

I am collecting signatures on a petition asking the RSD#19 to slow down their planning process for the move of EO Smith. The petition is still gaining steam (we are up to over 260 signatures) and I would like to send along the signatures and town council. When would I need to get those documents to you for them to be included in this Monday's packet?

Many thanks,

Amy Gorin

860-634-1925

42 Michele Lane

Mansfield Center, CT

Letter to

Building Committee, Chair Janice Chamberlain

ssibiga@yahoo.com

ajpati@yahoo.com

krasicki@gmail.com

Nancy Silander

dstanavage@eosmith.org

jmark@snet.net

Superintendent Bruce Silva

Cherie Trahan trahanca@mansfieldct.org

Slow Down the EOS Building Project:

The RSD#19 Board of Education and Building Committee are currently studying the possibility of building a new high school on a 100-acre parcel of land located on the University of Connecticut Depot Campus.

They plan to hold the first community workshop on Thursday 6/9 - in the middle of EOS finals week. A full day workshop will be held with school educational leaders on Tuesday 6/13 - the day before school ends. A second community workshop will be held in early August. These activities will culminate with a third workshop in early September in preparation for a November referendum.

We request that the Building Committee and BOE move these planning sessions to the fall when greater community input is possible versus at the end of the school year and over the summer when stakeholders are least available.

We make this request because:

- 1) Many EOS students will be unable to participate in the first community workshop because they will be studying for exams.
- 2) A full day workshop with educators on the day before school ends, after an exhausting school year, is unlikely to produce maximal results.
- 3) It will be difficult to publicize the second community workshop in August when school is not in session. Turn out will likely be low.
- 4) UConn students who are registered to vote in the Town of Mansfield but who do not reside here in the summer will not have an opportunity to participate in the first 2 scheduled workshops.

We believe the community would be better served by starting this visioning process in the fall when students, families, and the community are more likely to engage in school related matters, not during finals week and over the summer. We ask that the Building Committee and BOE adjust the timeline of the planning process accordingly.

Name	City	State	Postal Code	Country	Signed On
Amy Gorin				United St	5/17/16
Stephan Stacey	Mansfield Center	Connecticut	6250	United St	5/17/16
Kelly Bourquin	Mansfield	Connecticut	6268	United St	5/17/16
Jake Bourquin	Mansfield	Connecticut	6268	United St	5/17/16
Tim Gorin	Mansfield	Connecticut	6268	United St	5/17/16
Jeanne Ahern Mogayzel	Storrs	Connecticut	6268	United St	5/17/16
Kellie Madden	Putnam	Connecticut	6260	United St	5/17/16
Stephen Kussow	Mansfield Center	Connecticut	6250	United St	5/17/16
Jane Kennedy	Lake Forest	California	92630	United St	5/17/16
Prabhas KC	Mansfield Center	Connecticut	6250	United St	5/17/16
Carmen Rivera-Garrett	Mansfield	Connecticut	6268	United St	5/17/16
Cheryl Munoz	Columbia	Connecticut	6237	United St	5/17/16
Dean Cruess	Mansfield	Connecticut	6268	United St	5/17/16
Kimberly Christenson	Mansfield Center	Connecticut	6250	United St	5/17/16
Thomas Nielsen	Mansfield	Connecticut	6268	United St	5/17/16
Cheryl Minor	Belmont	Massachuset	2478	United St	5/17/16
Rachel Greene	Ashford	Connecticut	6278	United St	5/17/16
Rebecca Shafer	Mansfield Center	Connecticut	6250	United St	5/17/16
Lisa Ward	Mansfield	Connecticut	6268	United St	5/17/16
Nancy Tomastik	Mansfield	Connecticut	6268	United St	5/17/16
Ken Forrest	Mansfield Center	Connecticut	6250	United St	5/17/16
Cheryl Wesson	Ashford	Connecticut	6278	United St	5/17/16
Beth DeRicco	Mansfield Center	Connecticut	6250	United St	5/17/16
Janet Lowe	Mansfield Center	Connecticut	6250	United St	5/17/16
Eric Apgar	Mansfield Center	Connecticut	6250	United St	5/17/16
Erika Blanchette	Mansfield Center	Connecticut	6250	United St	5/17/16
Peter Tanaka	Willington	Connecticut	6279	United St	5/17/16
Stacy Cruess	Mansfield	Connecticut	6268	United St	5/17/16
Anne Bladen	Mansfield Center	Connecticut	6250	United St	5/17/16
Jill Barton	Mansfield Center	Connecticut	6250	United St	5/17/16
Eva Forrest	Mansfield Center	Connecticut	6250	United St	5/17/16
Lucas Bladen	Mansfield Center	Connecticut	6250	United St	5/17/16
Sonya Conrad	storrs mansfield	Connecticut	6268	United St	5/17/16
Alison Blair	Mansfield Center	Connecticut	6250	United St	5/17/16
Jane Fried	Mansfield	Connecticut	6250	United St	5/17/16
Erin Clark	Mansfield	Connecticut	6268	United St	5/17/16
Kelly Zimmermann	Mansfield	Connecticut	6268	United St	5/17/16
Melissa Belden	Mansfield Center	Connecticut	6250	United St	5/17/16
Esther Soffer Roberts	Storrs	Connecticut	6268	United St	5/17/16
Dov Kugelmass	Mansfield Center	Connecticut	6250	United St	5/17/16
Caner H.	Hartford		6268	Turkey	5/17/16
Michelle Nowak	Mansfield	Connecticut	6268	United St	5/17/16

Lois Demurjian	Mansfield	Connecticut	6268 United St	5/17/16
Melanie Ellis	Mansfield	Connecticut	6268 United St	5/17/16
Holly Gaspar	coventry	Connecticut	6238 United St	5/17/16
George Spurlock	Mansfield Center	Connecticut	6250 United St	5/17/16
Susan Moynihan	Somerville	Massachuset	2145 United St	5/17/16
Susan Weldon	Willimantic	Connecticut	6226 United St	5/17/16
Samantha Makuch	Willington	Connecticut	6279 United St	5/17/16
Linda Duckstein	Mansfield Center	Connecticut	6250 United St	5/17/16
Britney Lima	Mansfield Center	Connecticut	6250 United St	5/17/16
Meghan Powers	Mansfield Center	Connecticut	6250 United St	5/17/16
Louis Goffinet	Mansfield	Connecticut	6250 United St	5/17/16
Jennifer Weinland	Mansfield Center	Connecticut	6250 United St	5/17/16
Courtney Gile	Mansfield Center	Connecticut	6250 United St	5/17/16
Nancy Barry	Mansfield Center	Connecticut	6250 United St	5/17/16
Mel ODonovan	Mansfielc	Connecticut	6250 United St	5/17/16
Amber Casey	Mansfield Center	Connecticut	6250 United St	5/17/16
Faith Lewis	Mansfield Center	Connecticut	6250 United St	5/17/16
Sarah Shangold	Storrs Mansfield	Connecticut	668 United St	5/17/16
Jo Ann Douda	Mansfield Center	Connecticut	6250 United St	5/17/16
Julie Clarke	Ramseur	North Carolir	27316 United St	5/17/16
Heidi Hand	Storrs	Connecticut	6268 United St	5/17/16
Erin Elliott	Mansfield Center	Connecticut	6250 United St	5/17/16
Stacy Geist	Mansfield Center	Connecticut	6250 United St	5/17/16
Karina Larson	Mansfield	Connecticut	6268 United St	5/17/16
Barbara Barry	Vernon	Connecticut	6066 United St	5/17/16
Kathleen Peirsman	Mansfield	Connecticut	6268 United St	5/17/16
Gwendolyn Schneider	Mansfield	Connecticut	6268 United St	5/17/16
Virginia Conland-Murdoch	Mansfield Center	Connecticut	6250 United St	5/17/16
Raymond Kennedy	Guilford	Vermont	5301 United St	5/17/16
Lynne Galili	Watertown	Massachuset	2472 United St	5/17/16
Marie Coppola	Storrs	Connecticut	6268 United St	5/17/16
Sarah Garner	Mansfield	Connecticut	6268 United St	5/17/16
Susan Fenn	Manchester	Connecticut	6040 United St	5/17/16
Aleksander Kirchmann	Mansfield	Connecticut	6268 United St	5/17/16
Shelly Barnett	Mansfield	Connecticut	6268 United St	5/17/16
Jamie Beers	Ashford	Connecticut	6278 United St	5/17/16
Natalie Marston	Mansfield Center	Connecticut	6250 United St	5/17/16
Frima Braswell	Mansfield	Connecticut	6268 United St	5/17/16
Earl Logsdon	Mansfield	Connecticut	6268 United St	5/17/16
jan van de mortel	Mansfield	Connecticut	6268 United St	5/17/16
joann delaney	Norton	Massachuset	2766 United St	5/17/16
Jen Scanlon	Storrs	Connecticut	6268 United St	5/17/16
Megan meikle	Mansfield Depot	Connecticut	6251 United St	5/17/16

Deena Staples	Mansfield	Connecticut	6268 United St	5/17/16
Christopher Weinland	Mansfield	Connecticut	6268 United St	5/17/16
Lauren Beaupre	Ashford	Connecticut	6278 United St	5/18/16
Scott Fazzina	Mansfield	Connecticut	6268 United St	5/18/16
Emmanuel Buzay	Mansfield	Connecticut	6269 United St	5/18/16
Ellen Litman	Mansfield	Connecticut	6250 United St	5/18/16
Heather Evans	Mansfield Center	Connecticut	6250 United St	5/18/16
Lea Nazario	Mansfield Center	Connecticut	6250 United St	5/18/16
Kristin Rybicki	Willington	Connecticut	6279 United St	5/18/16
Tricia Kelly	Mansfield Center	Connecticut	6250 United St	5/18/16
Erin Ballou	Mansfield Center	Connecticut	6250 United St	5/18/16
Gregory Samuels	Mansfield Center	Connecticut	6250 United St	5/18/16
Allison Lombardi	Mansfield	Connecticut	6268 United St	5/18/16
Emily Cormier	Hamden	Connecticut	06517-2103 United St	5/18/16
Laurie Cooper	Mansfield Center	Connecticut	6250 United St	5/18/16
Artemis Damble	Ashford	Connecticut	6278 United St	5/18/16
Jessica Higham	Mansfield Center	Connecticut	6250 United St	5/18/16
Jeffrey Francois	Campbell	California	95008 United St	5/18/16
Ric Hossack	Mansfield	Connecticut	6268 United St	5/18/16
Virginia Gorin	Mansfield	Connecticut	6268 United St	5/18/16
jessie leonard	mansfield	Connecticut	6250 United St	5/18/16
Marsha Creese	Columbia	Connecticut	6237 United St	5/18/16
Diane Quinn	Storrs Mansfield	Connecticut	6268 United St	5/18/16
Alicia Benson	Mansfield Center	Connecticut	6250 United St	5/18/16
Norman Garrick	Storrs	Connecticut	6268 United St	5/18/16
Jennie Elshakhs	Mansfield	Connecticut	6268 United St	5/18/16
Mark Makuch	Willington	Connecticut	6279 United St	5/18/16
Carissa Rutkauskas	Mansfield Ctr	Connecticut	96250 United St	5/18/16
Gianna Stebbins	Willington	Connecticut	6279 United St	5/18/16
Reese Lacasse	Mansfield Center	Connecticut	6250 United St	5/18/16
Jonathan Sgro	Mansfield	Connecticut	6268 United St	5/18/16
Samantha Horan	Ashford	Connecticut	6278 United St	5/18/16
Andrea Bean	Ashford	Connecticut	6278 United St	5/18/16
Jennifer Nucci	mansfield	Connecticut	6250 United St	5/18/16
Jaime Knowles	North Windham	Connecticut	6256 United St	5/18/16
Michael Soares	Storrs	Connecticut	6268 United St	5/18/16
Al Kind	Bryan	Texas	77802 United St	5/18/16
Tyler Rowett	Mansfield Center	Connecticut	6250 United St	5/18/16
Charles Ausburger	Mansfield	Connecticut	6268 United St	5/18/16
Jiff Martin	Mansfield	Connecticut	6268 United St	5/18/16
Madeleine Gidman	Willington	Connecticut	6279 United St	5/18/16
Karly Richards	Mansfield Center	Connecticut	6250 United St	5/18/16
Lisa McCarthy	Ashford	Connecticut	6278 United St	5/18/16

Emory Braswell	Mansfield	Connecticut	6268 United St	5/18/16
Vibha Miller	McLean	Virginia	22102 United St	5/18/16
Melissa Shippee	Mansfield Center	Connecticut	6250 United St	5/18/16
Tom Gorin	Mansfield	Connecticut	6268 United St	5/18/16
Michele Boskovic	Mansfield Center	Connecticut	6250 United St	5/18/16
Deborah Marouski	Mansfield	Connecticut	6268 United St	5/18/16
Richard Christenson	Mansfield Center	Connecticut	6250 United St	5/18/16
James Kelly	Mansfield	Connecticut	6268 United St	5/18/16
Jay Wetherbee	Honolulu	Hawaii	96825 United St	5/18/16
Kathleen Narowski	Storrs	Connecticut	6268 United St	5/18/16
Pamela pilver	Ashford	Connecticut	6278 United St	5/18/16
Cathy Verbridge	Coventry	Connecticut	6238 United St	5/18/16
Lisa Drzewiecki	Mansfield	Connecticut	6268 United St	5/18/16
Robin Blomstrann	Mansfield	Connecticut	6268 United St	5/18/16
Nicole Dukett	Andover	Connecticut	6236 United St	5/18/16
Jordana Frost	Mansfield	Connecticut	6268 United St	5/18/16
Brian Evans	Mansfield Center	Connecticut	6250 United St	5/18/16
Meghan Silliman	Storrs	Connecticut	6268 United St	5/18/16
Jeffrey Smithson	Mansfield Center	Connecticut	6250 United St	5/18/16
Alicia Williams	Mansfield Center	Connecticut	6250 United St	5/18/16
Kathleen Mahoney	Mansfield	Connecticut	6268 United St	5/18/16
Meghan Connelly	Mansfield Center	Connecticut	6250 United St	5/18/16
Craig Terrell	Chaplin	Connecticut	6235 United St	5/18/16
karen jensen	Mansfield	Connecticut	6268 United St	5/18/16
Eleanor Ouimet	Mansfield Center	Connecticut	6250 United St	5/18/16
Jana MacDonald	Mansfield Center	Connecticut	6250 United St	5/18/16
Carol Bonacum	Mansfield	Connecticut	6268 United St	5/18/16
Derrick Caisse	Chaplin	Connecticut	6235 United St	5/18/16
Gloria Bent	Mansfield Center	Connecticut	6250 United St	5/18/16
Holly Fitch	Mansfield Center	Connecticut	6250 United St	5/18/16
Ryan Bonacum	Mansfield	Connecticut	6268 United St	5/18/16
chad wilde	Willington	Connecticut	6279 United St	5/18/16
cyndi DeMers	Willington	Connecticut	6279 United St	5/18/16
Melanie Durocher	Mansfield Center	Connecticut	6250 United St	5/18/16
Kathy McKinney	Mansfield	Connecticut	6250 United St	5/18/16
John Murphy	Mansfield Center	Connecticut	6250 United St	5/18/16
Amanda Wilde	Willington	Connecticut	6279 United St	5/18/16
Joy Favretti	Mansfield	Connecticut	6268 United St	5/18/16
Erica Rabe	Willington	Connecticut	6279 United St	5/18/16
Juanita Hall	Mansfield	Connecticut	6268 United St	5/18/16
Carey Jordan	Mansfield	Connecticut	6268 United St	5/18/16
Rachel Greenwood	Willington	Connecticut	6279 United St	5/18/16
Ann Caranci	Storrs Mansfield	Connecticut	6268 United St	5/18/16

KARRI PRANDY	Storrs	Connecticut	06268-2050	United St	5/18/16
Sjef van den Berg	Mansfield Center	Connecticut	6250	United St	5/18/16
CHRISTOPHER SALINA	Cary	North Carolir	27513	United St	5/18/16
June Burns-Seeley	Mansfield	Connecticut	6268	United St	5/18/16
Heather Spottiswoode	Mansfield Center	Connecticut	6250	United St	5/18/16
Ginger Halle	Willington	Connecticut	6279	United St	5/18/16
Rachel pierce	Willington	Connecticut	6279	United St	5/18/16
Jeanne Pallanck	Willington	Connecticut	6279	United St	5/18/16
Lynn Heller	Tampa	Florida	33624	United St	5/18/16
Erik Hanka	Mansfield Center	Connecticut	6250	United St	5/18/16
KIMBERLY BLAIS	Willington	Connecticut	6279	United St	5/18/16
JP Garces-Voisinat	Saint Paul	Minnesota	55104	United St	5/18/16
Bev Allen	Mansfield Center	Connecticut	6250	United St	5/18/16
Jason Smith	Wheeling	West Virginia	26003	United St	5/18/16
karen hawes	Mansfield Center	Connecticut	6250	United St	5/18/16
Guy Bradley	Mansfield	Connecticut	6268	United St	5/18/16
Ruth B Moynihan	Storrs	Connecticut	06268-2216	United St	5/18/16
Darcy Richard	Chaplin	Connecticut	6235	United St	5/18/16
Stephanie Summers	Willington	Connecticut	6279	United St	5/18/16
Marilyn Brozyna	Ashford	Connecticut	6278	United St	5/18/16
Jamie Brown	Mansfield Center	Connecticut	6250	United St	5/18/16
Dan Truman	Woodside	New York	11377-4346	United St	5/18/16
Ruth Feltenberger Halbach	Hampton	Connecticut	6247	United St	5/18/16
Joy Truman	Mansfield	Connecticut	6268	United St	5/18/16
Tammy Dolce	Willington	Connecticut	6279	United St	5/18/16
Anthony Sibilia	Mansfield Center	Connecticut	6250	United St	5/18/16
Maryann Fusco-Rollins	Mansfield	Connecticut	6268	United St	5/18/16
jeffrey nash	Mansfield Center	Connecticut	6250	United St	5/18/16
Rebecca Hall	Golden	Colorado	80401	United St	5/18/16
Lynn Philippi	Willington	Connecticut	6279	United St	5/18/16
Ingrid Hanka	Mansfield Center	Connecticut	6250	United St	5/18/16
Shari Masinda	Willington	Connecticut	6279	United St	5/18/16
Theresa Larsen	Mansfield Center	Connecticut	6250	United St	5/18/16
Robin Watts	Willington	Connecticut	6279	United St	5/18/16
Noaris Burgos	Mansfield	Connecticut	6268	United St	5/18/16
Karen Sommer	Mansfield	Connecticut	6250	United St	5/18/16
Pauline Hayes	Mansfield Center	Connecticut	6250	United St	5/18/16
Patricia Taverney	Fort Belvoir	Virginia	22060	United St	5/18/16
Linnea Nikitas	Mansfield Center	Connecticut	6250	United St	5/18/16
Miranda Sommer	Mansfield Center	Connecticut	6250	United St	5/18/16
Celine Demers-Schiffler	Mansfield	Connecticut	6268	United St	5/18/16
Shannon Bacon	Mansfield Center	Connecticut	6250	United St	5/18/16
Frank Zeni	Annapolis	Maryland	21409	United St	5/18/16

Owen Stacey	Mansfield Center	Connecticut	6250 United St	5/18/16
Elyse Poller	Mansfield	Connecticut	6268 United St	5/18/16
Abigail Edelman	Windham	Connecticut	6280 United St	5/18/16
Kathleen Knecht	Mansfield	Connecticut	6268 United St	5/19/16
Nicole Stevens	Florence	Massachuset	1062 United St	5/19/16
Sophia Pratto	Mansfield	Connecticut	6268 United St	5/19/16
Sarah Sommer	Mansfield Center	Connecticut	6250 United St	5/19/16
Dave Collins	Glastonbury	Connecticut	6033 United St	5/19/16
Caleb Blanchard	Mansfield Center	Connecticut	6250 United St	5/19/16
karen porter	Mansfield Center	Connecticut	6250 United St	5/19/16
Patti Jajliardo	Storrs	Connecticut	6268 United St	5/19/16
Kristin Beers	Ashford	Connecticut	6278 United St	5/19/16
Anne Newmyer	Mansfield Center	Connecticut	6250 United St	5/19/16
Michelle Alexandrin	Mansfield Center	Connecticut	6250 United St	5/19/16
Mark Jones	Willington	Connecticut	6279 United St	5/19/16
Mary Patrone	Mansfield	Connecticut	6268 United St	5/19/16
Teri Gareau	Willington	Connecticut	6279 United St	5/19/16
suzanne McQueen	Vernon	Connecticut	6066 United St	5/19/16
KAREN Molloy	Mansfield Center	Connecticut	6250 United St	5/19/16
Mary Beth Kaeser	Ashford	Connecticut	6278 United St	5/19/16
Arundhati Dey	Irvington	New Jersey	7111 United St	5/19/16
Pamela Roberts	Storrs Mansfield, CT	Connecticut	6268 United St	5/19/16
Will Fazzina	Mansfield	Connecticut	6268 United St	5/19/16
Jed Zuraw-Friedland	Mansfield Center	Connecticut	6250 United St	5/19/16
Samantha Champagne	Columbia	Connecticut	6237 United St	5/19/16
steven edelman	Windham	Connecticut	6280 United St	5/19/16
Cassidy Cottle	Mansfield	Connecticut	6268 United St	5/19/16
Corrina Rustmann	Willimantic	Connecticut	6226 United St	5/19/16
Lisa Wilson	Mansfield	Connecticut	6268 United St	5/19/16
Syie Prince	Mansfield Center	Connecticut	6250 United St	5/19/16
Carolann Hernberg	Ashford	Connecticut	6278 United St	5/19/16
Julia DeVivo	Mansfield Center	Connecticut	6250 United St	5/19/16
Andrew Thompson	Mansfield Center	Connecticut	6250 United St	5/19/16
Lauren Feehrer	Carlsbad	California	92010 United St	5/19/16
Anita Zoe Leibowitz	Mansfield	Connecticut	6268 United St	5/19/16
Mark Fitton	Lebanon	Connecticut	6249 United St	5/19/16
Scott Masciandaro	Willington	Connecticut	6279 United St	5/19/16
Anydia Lee	Mansfield	Connecticut	6268 United St	5/19/16
Rebecca Edelman	Windham	Connecticut	6280 United St	5/19/16
Alice Monticello	Storrs	Connecticut	6268 United St	5/19/16
donald curtis	Storrs Mansfield	Connecticut	6268 United St	5/19/16
Nicole Snyder	Willington	Connecticut	6279 United St	5/19/16
Elizabeth Dahn	Mansfield Center	Connecticut	6250 United St	5/19/16

Julian Pocius	Mansfield Center	Connecticut	6250 United St	5/19/16
Alexandra Barstow	Dummerston	Vermont	5346 United St	5/19/16
Andrew Gore	Mansfield	Connecticut	6268 United St	5/19/16
Joseph Perry	Mansfield	Connecticut	6268 United St	5/19/16

Supporters

- Top-rated
- Most recent

I have no children presently at E. O. Smith and I'm signing because it's the right thing to do.

George Spurlock, Mansfield Center, CT

2 days ago

5

Surveys and an actual study of wants of the town need to be assessed before suggesting to move the school. The town should have the option to weigh in on all options.

Kelly Zimmermann, Storrs, CT

2 days ago

5

I am signing this petition because I think I the downtown location adds to the vibrancy of the school as does the proximity to the state's flagship university. I appreciate and support the need for enhanced music and art spaces and facilities. I am signing this because I feel the process needs to slow down and get input from all community stakeholders in a thoughtful, transparent manner.

Anne Bladen, Mansfield Center, CT

2 days ago

5

As a member of the Willington Board of Finance I don't think rushing this decision is prudent. I also feel this big a project should be a stand alone referendum issue.

Peter Tanaka, Willington, CT

2 days ago

5

I believe the process is moving too fast to build sufficient support to pass a November referendum, and will ultimately fail unless a more balanced approach is found with a collaborative, ie including concerned residents, is adopted. Use wisdom, patience and understanding.

Ken Forrest, Mansfield Center, CT

2 days ago

5

I'm signing because I have a sophomore at EO Smith now & another starting soon, both with asthma triggered by environmental allergies including mold. The condition of the depot campus concerns me for my kids health. My son also frequently plays basketball at the walking distance community center after school & this has been a wonderful way not only for his independence but also, having anxiety issues, as a way to de-stress after a long busy day. I know there are many others who use the facilities after school as well. I feel it would be very unfortunate for the town to take this away from our youth

Carmen Rivera-Garrett, Mansfield, CT

2 days ago

5

Stop Uconn from getting whatever they want.

Having our High School in it's current location is extremely beneficial to all who attend. What better place to have a high school, surrounded by a university, a thriving Downtown, and community center. If this was reversed and Uconn wanted to sell us the land EO Smith sits on now we wouldn't think twice about turning down a great opportunity to build a school in such a prime location.

Don't throw away what we already have!

Erik Hanka, Mansfield Center, CT

1 day ago

4

i want more time. give me time.

chad wilde, Willington, CT

1 day ago

4

We could build more than a building:

Education and Community are important Values. There are many complicated factors in making a decision regarding the future location of E.O. Smith. This process could be used as an opportunity to build community and to model civil discourse.

Jeffrey Smithson, Mansfield Center, CT

1 day ago

4

I want to make sure we do what is right for our kids and our community. Please give us a chance to learn about the process and to be part of the decision. Please move your planning sessions to the fall so that more community members can be part of the process.

Heather Evans, Mansfield Center, CT

2 days ago

4

I'm signing this petition because EO Smith's proximity to UConn, the new Downtown, and the Community Center are incredibly important. I wholeheartedly understand the need for change within the school, which was already low on parking, and struggling to accommodate the Fine Arts, Agricultural Ed, and all new additional departments back when I was a student, before graduating in 2011. I can appreciate that the school in its current state is not optimally serving its students, parents, or educators.. and while I do fiercely support the movement for change, I don't think that relocating the school away from its current location is the right choice.

By being essentially located within UConn, and in walking distance of all UConn classroom buildings, EO Smith's location is ideal for fostering the "Early College Experience" which is paramount to student success when transitioning from high school to college. Through the ECE program, upper-level students are able to take college courses early, and enter college with far more credits than other freshmen could, easing their college work load. Additionally, the ECE program allows students to better explore their interests, so that they may better pinpoint their

future career goals.

Though the Downtown opened immediately following my graduation from EO Smith, I have seen its dramatic effect on students. It provides, safe, healthy, and cultural areas for students to meet for lunch, or after school. From the proposed location, only students with cars would be able to access the downtown. I think that the argument that it provides a security/staffing problem by tempting students to skip school and instead visit the shops is a weak one at best; there are countless schools in far busier areas, with far smaller staffing budgets, who are able to contain and supervise their student bodies without a problem.

Lastly, the Community Center offers a recreational and social outlet for highschoolers of all interests and backgrounds. With free Teen Center memberships, as well as access to pools, fitness equipment, and basketball courts, the Center is a safe, controlled, and relaxed environment for many teens after school.

Having lived in Mansfield for almost 20 years, I am nervous about the district's willingness to relinquish EO Smith's prime location. I do not think it would be unrealistic for renovations to be made that can satisfy all the students' needs, whether they are interested in athletics, fine arts, agriculture, robotics, or any of EO's new programs. Of course, this investment in the school, students, and educators has to be clearly and explicitly explained to the communities served by the District, and I don't think that this time-table allows this to happen.

Louis Goffinet, Mansfield, CT

2 days ago

4

Both of my children graduated from U Smith. I worked as a teachers aide at EO Smith for two years. The schedule as it stands seems very likely to reduce the amount of people who are interested but not available to attend.

susan weldon, Willimantic, CT

2 days ago

4

EOS Class of 1978. As a student at E.O. Smith, I walked to classes and events on the UCONN campus, just as kids do now. Being adjacent to campus is an essential part of E.O. Smith's identity

Susan Moynihan, Somerville, MA

2 days ago

4

These are big decisions that require input from ALL interested parties. That's impossible to do with the current rushed plan and accelerated timeline.

Esther Soffer Roberts, Storrs, CT

2 days ago

4

One of my criteria for purchasing a home close to downtown Mansfield was to be within walking distance to the high school. I am interested in the community taking time to carefully weigh the potential negative impact of a move to depot campus, and not rushing through.

Jessica Campbell, Mansfield, CT

2 days ago

4

I would like more information. I have read some of the comments on the facebook page and I am concerned that people are not listening to each other. Please continue to inform us of all information.

Alison Blair, Mansfield Center, CT

2 days ago

4

Students have so much to gain by keeping EO where it is

Lucas BLADEN, Mansfield Center, CT

2 days ago

4

I want a timeline that allows all community members to weigh the issues, discuss their point of views and make an informed vote. The current timeline does not facilitate this.

Stephan Stacey, Mansfield Center, CT

2 days ago

4

I am currently a sophomore at EO Smith. I know the move will not directly affect me and my education, however, I am strongly against EO being moved for future students. I have experienced great opportunities at EO due to its location especially, and I think moving the school will take away from the experiences of others to come. Finding out that the Building Committee and the Board of Education are holding planning sessions during finals week is highly disappointing, especially considering that a lot of students with strong opinions on this matter may not be able to attend. I believe that this process should be slowed down and that the meetings should be pushed back because this is an issue that affects the whole tri-town community, and everyone who wants to be involved should be able to be.

Sarah Sommer, Mansfield Center, CT

18 hours ago

3

I am signing because I feel the community needs to be involved

Melanie Durocher, Mansfield Center, CT

1 day ago

3

Because this needs to slow down

cyndi DeMers, Willington, CT

1 day ago

3

I understand the need for structural and functional improvements at EOS, including in particular the auditorium which serves a top-notch music program. I also believe that Superintendent Bruce Silva is an honest and sincere person who is deeply committed to his faculty and students. My

concerns about the process, however, are several. First, the process began by looking for improvements to address specific concerns raised by Vo-Ag and Fine Arts, and as a result, it seems that the architects were provided almost exclusively with these specs for planning. When the original 3 options that specifically addressed the Fine Arts and Vo-Ag deficiencies were considered by the Building Committee, it appears they were uniformly dismissed as too pricey, and were tabled in favor of exploration of a "land-swap" and complete school move subsidized by UConn. The driver here seems to be almost exclusively tax minimization. Moreover, the rebuild plans have been guided strongly by the original needs, meaning a heavy focus has been placed on the Vo-Ag needs with seemingly little input from the Sciences, Math, Humanities etc. Further, the value and importance of the current proximity to UConn, with associated ECE and other offerings, has been de-prioritized. I do not think the future of EOS should be determined by a small Building Committee comprised heavily of community members with self-stated anti-tax positions. All perspectives and concerns should be addressed to develop a balanced proposal that serves all student needs without sacrificing the current aspects of EOS that make it uniquely successful. Although my children are grown and out of school, I believe that our contributions to and support of K-12 education is one of our most primary civic responsibilities, and I am willing to consider the benefits to the community of more costly improvements if they preserve the special qualities of EOS, including its key location in the Downtown Mansfield area and within walking distance of UConn.

Holly Fitch, Mansfield Center, CT

1 day ago

3

Depot Campus is in no condition to be used as is, a complete new school would have to be built there. Its ridiculous to even suggest this kind of project when people are strapped for funds now and your only recourse is to add more taxes to cover another UCONN land grab. They have enough

Derrick and Kelly Caisse, New York, NY

1 day ago

3

My initial reaction is that our children should be part of the community and not stuck out in an abandoned area with boarded up buildings and an old prison. They will lose vital opportunities such as the ability to socialize after school at local businesses and community spaces, and the ability to walk to classes at UCONN.

That being said, it is possible that the move makes sense. I doubt, however, that the issue can be adequately explored in the time between now and the November elections.

Finally, as a former UCONN student who voted - but didn't live - in Mansfield, I don't want this decision made by UCONN students who won't have children at E.O. Smith. We need to have more time to inform and motivate local voters to come out and participate in large numbers.

Brian Evans, Mansfield Center, CT

1 day ago

3

I'm signing because I think that the community should be involved in the decision making process.

Lisa Drzewiecki, Storrs Mansfield, CT

1 day ago

3

I am a E.O. Smith graduate of 1980. I have been out of the area for many years, but believe, the Storrs Campus is the best place for the town and students!

Jay Wetherbee, Honolulu, HI

2 days ago

3

Speaking as an alumnus, proximity to th University for classes and to local doctors' offices for after school appointments were both crucial during my high school years, especially with working parents and no means to get to these destinations during the workday other than walking myself, then taking the late bus home. EOS and UCONN. need to remain physically and educationally connected to retain the vitality and uniqueness of education of Storrs' talented youth.

Vibha Miller, McLean, VA

2 days ago

3

The opportunities provided in the environment that eosmith is located in now will be available no where else.

Madeleine Gidman, Willington, CT

2 days ago

3

EOS class of '78... It appears that this is being rushed to serve some interest that may not be in line with the best interest of the Storrs community or the high school itself. The current location offers students exceptional opportunity's, and any possible relocation should be given very careful consideration.

Al Kind, Bryan, TX

2 days ago

3

I'm signing because I want the people of this community to make decisions that will impact our kids- not transient UCONN students! The majority of people in town aren't even aware that there is a plan to move the high school. Please listen to the people that live here! We're just asking for reasonable fairness.

Erin Clark, Storrs, CT

2 days ago

3

There is no need at all to rush this!

Reese Lacasse, Mansfield Center, CT

2 days ago

2

I work and live in Storrs and both of my children have gone through the wonderful schools here. While I am in favor of keeping EO Smith downtown, I think the whole community deserves to have the necessary time taken to decide on the best options for our students.

Jennie Elshakhs, Mansfield, CT

2 days ago

2

I am an alum of EOS Class of 1976. As a student at E.O. Smith, I walked to events and was able to utilize facilities on the UCONN campus. This was true for me, my siblings, and two generations of nieces and nephews. Being a part of UCONN's campus is an essential part of the education afforded to E.O. Smith students then and in the future.

Susan Fenn, Manchester, CT

2 days ago

2

I believe in transparency. I believe in inclusive decision making. I believe in planning and changes based on sound judgements based in facts and not an agency's personal agenda.

Janet Lowe, Mansfield Center, CT

2 days ago

2

I think that this process should be thoughtful, transparent, and put the Mansfield community's needs first.

Beth DeRicco, Mansfield Center, CT

2 days ago

2

The timeline needs to be expanded to provide adequate disbursement of information, adequate input of public opinion and discussion, and adequate transparency.

Nancy Tomastik, Storrs, CT

2 days ago

2

We need to slow down the process because this is a big (grandiose) plan with many residents disagreeing with the idea of moving the high school. There needs to be an open, transparent discussion in a forum where residents are able to hear what is being said and have input into the process.

Rebecca Shafer, Storrs, CT

2 days ago

2

I believe the current timeline is unfair and likely to end with a biased result.

Rachel Greene, Ashford, CT

2 days ago

2[#]

EO Smith should stay where it is! Let the University build on that 100 acre parcel.

Jane Kennedy, Lake Forest, CA

2 days ago

2

I am signing because I am a realtor in the area and I do believe that EO Smith is an asset to the community and having it right near the College and all the wonderful activities and culture is a huge advantage for our students and families alike.

Cindy Muska, South Windsor, CT

5 hours ago

1

I'm signing this because we need to hear from as many people as possible, people who have a stake in the outcome, our educators, our students, and our alumni who won't be getting a voice because of the poor timing involved

Andrew Gore, Mansfield, CT

6 hours ago

1

Does ANYONE realize the level of debt the state is in, which means US? The Storrs project we will be paying for for many years, whereas it should have been something that should pay for itself. Where do the people of this idea believe the money will come from to fund this? The State is already looking for many ways to cut jobs to cut the debt... This is plain foolishness...

Julian Pocius, Mansfield Center, CT

7 hours ago

1

I feel decisions such as these should give time for discussion, full disclosure, and transparency with an opportunity for easy access to hearings. Setting the schedule from June through August does not allow the school wide community and town folks easy access to each other Please adjust the timeline and planning process to better meet the stakeholders access during a time that school is in session.

Pamela Roberts, Coventry, CT

16 hours ago

1

Our school has a great downtown and community surrounding it.

Owen Stacey, Mansfield Center, CT

18 hours ago

1

I'm signing this petition because I in NO WAY support the moving of our high school. This is the town of Mansfield, Connecticut. Not UCONN, Connecticut. In the center of our town sits our high school, town hall, community center, and the new Storrs Center. It is vibrant community and should stay as the center of OUR town, not UCONN campus. I find it offensive that some would consider sending us off to the outskirts of town, to land that UCONN does not even want to develop. They are encroaching on our community and way of life. If they need to grow further, there is more than ample space on the property provided to them at the old Training School Site. Mansfield was once a town that prided itself on conservation, both of land and a way of life. Buildings of age in other environments are called "historic" and provide great pride and value. I hate to think we've turned into another throw away society. Perhaps once each of our homes hits the 50 year mark we should just bulldoze it and start over. It would be wasteful for our tax dollars, the environment, and our community to walk away from a recently renovated school. And all in the midst of a major economic decline in our state. If improvements need to be made to the current building, then that certainly should be visited. But the suggestion that one of our schools should be moved feels like we are being pushed right out of our own town.

Erik Hanka, Mansfield Center, CT

20 hours ago

1

I have 3 children who are or who will be attending EO Smith and feel that more time should be put into making a decision like this.

Jamie Brown, Mansfield Center, CT

23 hours ago

1

I am a registered tax payer in Ashford

Marilyn Brozyna, Ashford, CT

23 hours ago

1

This appears to be a rushed process for an unscheduled project affecting not just one town but the region. Regardless of the pros and cons, this idea needs full study and full public engagement. Sprinting toward a November referendum does not allow for that.

Stephanie Summers, Willington., CT

23 hours ago

1

i am signing because UConn does not need any space and that is further away for our children and I have a child that will be going there in the next few years

karen hawes, Mansfield Center, CT

24 hours ago

1

It needs to remain part of the UCONN community! Please sign if you want E.O. to stay put.

Jason Smith, Wheeling, WV

1 day ago

1

I want to have time to attend workshops, and discuss this.

Bev Allen, Mansfield Center, CT

1 day ago

1

I am a UConn alumnus.

Juan-Pedro Garces-Voisinat, w-salem, NC

1 day ago

1

If the roles were reversed and Uconn wanted to sell us the property that EO Smith sits on now we would jump at the opportunity to build our high school in such a prime location. Surrounded

by a University, thriving downtown and a great community center what better place to have our high school. Don't throw away what we already have just because Uconn waves money in your face. Somethings just aren't for sale. Like dignity, and morals and doing what's right. So if the people we elected and entrusted to do the right thing haven't sold their dignity and morals to Uconn already they will listen to the people that gave them that power or we need to take it back.

Erik Hanka, Mansfield Center, CT

1 day ago

1

If the roles were reversed and Uconn wanted to sell us the property that EO Smith sits on now we would jump at the opportunity to build our high school in such a prime location. Surrounded by a University, thriving downtown and a great community center what better place to have our high school. Don't throw away what we already have just because Uconn waves money in your face. Somethings just aren't for sale. Like dignity, and morals and doing what's right. So if the people we elected and entrusted to do the right thing haven't sold their dignity and morals to Uconn already they will listen to the people that gave them that power or we need to take it back.

Erik Hanka, Mansfield Center, CT

1 day ago

1

I feel that the timing of the forums is not allowing the primary stakeholders enough of a chance to voice their opinions. This decision should not be rushed.

Lynn Heller, Tampa, FL

1 day ago

1

I believe this is an important decision based on much more than cost that needs to be fully investigated and it should not be rushed, for all four reasons stated here.

Carey Jordan, Mansfield, CT

1 day ago

1

I went to EO when it was renovated in 1999&2000. Why waste my parents tax money if you were just going to tear down 15 years later? Keep it where it is!

Erica Rabe, Willington, CT

1 day ago

1

I don't think taxpayers have been properly informed about these plans!

Joy Favretti, Mansfield, CT

1 day ago

1

This process should not be rushed and much more information must be shared with the public. The core relationship between the town and UConn is being reassessed and the school proposal must be considered in this context.

John Murphy, Mansfield Center, CT

1 day ago

1

Give the citizens of Mansfield a chance to speak.

Melissa Shippee, Mansfield Center, CT

2 days ago

1

Things only happen this fast when someone's sneaking them through and the misinformation that's been distributed (Storrs downtown business will increase when all the students leave!) shows an intent to deceive which should be beneath an educational institution.

Dan Cooper, New York, NY
2 days ago

1

I am signing because I think having EOSmith downtown is for far the best situation for both the school and the town.

Norman Garrick, Storrs, CT
2 days ago

1

I think it would be awful to relocate EOSmith High School to the Rt 44 campus. UConn let that school be built there and to push it out for a parking garage would seem an injustice to the Mansfield Community and all future students! Our daughter graduated from Smith & she & her husband expect their children to attend that school where it is located now. Figure out an alternative UConn!!! Show you care about the greater Mansfield/Storrs community and the future generations.

Marsha Creese, Columbia, CT
2 days ago

1

I am opposed to the closed and opaque process. This is too important to rush to judgement.

Ric Hossack, Mansfield, CT
2 days ago

1

It's all about location. Another location could not offer the same unique opportunities that E.O. Smith can where it is currently.

Jeffrey Francois, Campbell, CA
2 days ago

1

Bad idea!!

Gregory Samuels, Mansfield Center, CT

2 days ago

1

Count me in!

Emmanuel BUZAY, Mansfield, CT

2 days ago

1

I'm signing because I think that this is not a decision to be rushed into, we need real transparency here and a level headed and realistic approach to figuring out the best course of action

Christopher Weinland, Mansfield, CT

2 days ago

1

Why would we ever move an award winning high school from the intellectual spirit of the UConn campus, the convenience to the community center/skate park, and the vibrancy of Storrs Downtown?

Earl Logsdon, Mansfield, CT

2 days ago

1

I'm signing because information about the study, proposed move and the timeline presented for stakeholder input in the process wasn't well communicated. Constituencies shouldn't be surprised

by what their educational leaders are discussing. I thank the Board for their volunteer work and remind them that community engagement is critical for any town or Region 19 project's success.

Sarah Garner, Mansfield, CT

2 days ago

1

Class of 1985, the changes already made shocked me. I only wish there was a better way.

Raymond Kennedy, Guilford, VT

2 days ago

1

I was born and raised in Mansfield and went to EOS. This process should be done transparently and with integrity. encouraging the full attention and participation of those who it will impact the most.

Barbara Barry, Vernon, CT

2 days ago

1

Mansfield resident (and EOS alumn) with 2 young girls who will eventually got to EOS. I'm signing to slow the process down & give the community a chance to weigh in and for the BOE to come up with more than just 1 option/solution for the future of our high school.

Erin Elliott, Mansfield, CT

2 days ago

1

Residents need more time to learn about the proposal. A rush to a vote results in an uninformed electorate.

Heidi Hand, Storrs, CT

2 days ago

1

I went to high school there & graduated in 1983. There is nothing wrong with where the current school is. Moving the school will only raise taxes for the residents of Mansfield & I believe with all the other things that have been added, the residents have had enough in property tax rises. Enough is enough!

Julie Clarke, Ramseur, NC

2 days ago

1

My daughter Julianna will be affected by this decision.

Faith Lewis, Mansfield Center, CT

2 days ago

1

This project has many important ramifications that need to be considered and questions that need to be addressed before any proposal goes further

Nancy Barry, Mansfield Center, CT

2 days ago

1

People need more time to think, prepare, research, to make an informed decision.

Linda Duckstein, Mansfield Center, CT

2 days ago

1

The moving of EO Smoth will hurt the nearby Mansfield Businesses greatly. Besides economically, this school benefits many.

Prabhas KC, Mansfield Center, CT

2 days ago

1

I would like the school to stay in its current location

Stephen Kussow, Mansfield Center, CT

2 days ago

1

There has not been adequate (nor, do I feel, transparent) discussion about this project.

Jeanne Ahern Mogayzel, Storrs, CT

2 days ago

1

It's the best place to have a school

Jake Bourquin, Mansfield, CT

2 days ago

1

I agree that the current timeline being proposed is too rushed and does not allow for the community to fully educate themselves in and discuss this important community issue and the dates chosen in the current timeline will likely result in reduced participation.

Stephan Stacey, Mansfield Center, CT

2 days ago

1

taking uconn classes in high school is awfully useful; it'd be silly to deny this opportunity to future students. the quality of education at eo is directly correlated to the ability to take uconn classes.

Eric Barrett, Pittsburgh, PA
17 minutes ago

0

E.O. Smith class of 1975. Auditing classes at UCONN for an independent study class, working in 3 departments at UCONN in a work study program, along with other involvement in the community during school because I could walk to these things made up much of my education at Smith. E.O. Smith has always been a vital and forward thinking school because of its involvement and proximity to UCONN campus and the local community. The idea of depriving students by isolating them from these unique learning experiences because they cannot walk to these activities is simply unconscionable.

D Sharon Francis, Rutland, VT
1 hour ago

0

We need to think this through before rushing into a decision that will affect multiple generations of students.

Chelsea Cottle, Storrs, CT
1 hour ago

0

Students having the opportunity to take classes AT the university is what makes EO so special.. so the students whose environment and pool of opportunities which you are going to be changing deserve every right in this process.

Marysia Borucinska-Begg, Mansfield, CT
3 hours ago

0

It is the best place for a school

Nolan Bourquin, Mansfield, CT

8 hours ago

0

As a 1996 graduate of E.O. Smith, I believe the great differentiation of the EOS experience is the proximity of the UConn campus. It will be a shame to see it move. Please take time and involve all stakeholders (namely students, parents and community members) before rushing to a decision. It sounds like this is worthy of it's own referendum.

Lauren Feehrer, Carlsbad, CA

15 hours ago

0

Future students need to get the same opportunity that we did while being close to everything, including UCONN campus and everything that's been built in the Storrs area over the years and plus more. There's honestly no need for OUR past/present school and memories to be moved EO smith need to stay as EO smith in Storrs, the 1235 Storrs road school that we all know. This will ruin many future students dreams including mine. EO will not be the same in a different area no matter how you put it.

Syie Prince, Mansfield Center, CT

15 hours ago

0

I'm signing because to rush a decision like this is a horrendous mistake. It portrays the town as manipulative and self-serving if it is willing to act in a way that is so neglectful of its constituents. There could be good in this project, but if we don't take care to solidify our current relationship with the University before relocating, we are ensuring that the following generations of students will have better facilities and a lesser education. A shiny building should not be the goal of the Board of Education, and they need to be reminded of that fact.

Cassidy Cottle, Mansfield, CT

16 hours ago

0

I feel this project is being rushed without adequate input from stakeholders.

Mark Jones, Willington, CT

17 hours ago

0

All stakeholders should have more time and opportunities to participate in this decision. Please spread the word to our Ashford and Willington neighbors that their input is important

Virginia Gorin, Mansfield, CT

17 hours ago

0

I want to know more before my school moves to the Depot Campus.

Caleb Blanchard, Mansfield Center, CT

18 hours ago

0

The timing is not good.

Shannon Bacon, Mansfield Center, CT

19 hours ago

0

I think that part of the reason E.O. Smith has such great educational programs is the proximity to the university, and that my time there would have afforded me far fewer opportunities had UConn on-campus courses not been an option. Moving the school takes away these opportunities from future students. In addition, there is very little transparency on this project, which I think is a bit dishonest of the Board of Ed. I feel that it is irresponsible of them to take away learning opportunities - after all, a school is just a building, only as good as the people associated with it.

Miranda Sommer, Mansfield Center, CT

19 hours ago

0

I would like to see a more inclusive town wide process for this project. My children have benefited from the schools proximity to UConn, the soccer fields, and the new downtown all of which are not addressed in the project so far.

Karen Sommer, Mansfield, CT

20 hours ago

0

The cost is too high and I don't like the proposed location.

Shari Masinda, Willington, CT

20 hours ago

0

I graduated from EO Smith in 1995. As moving the school will have a huge impact on students, it makes sense to provide the students and the community with the best opportunities to participate in the planning process.

Rebecca Hall, Evergreen, CO

21 hours ago

0

seems reasonable to schedule this when the most amount of people can participate. this is a big decision

jeffrey nash, Willimantic, CT

21 hours ago

0

More time is needed for a transparent, inclusive and informed decision. The present to

Maryann Fusco-Rollins, Storrs, CT

21 hours ago

0

I believe that this is correct; planning sessions should be moved to the fall when greater community input would be possible, versus the end of the year.

Tammy Dolce, Willington, CT

21 hours ago

0

This matter needs time for a transparent and inclusive proposal and review process. The present timeline does not allow for that. This should not be rushed. Thank you.

Maryann Fusco-Rollins, Storrs, CT

22 hours ago

0

This looks shady.

Dan Truman, Woodside, NY

22 hours ago

0

I work at the nice and quiet Depot Campus, I don't want the high school out here!

Kathy McKinney, Mansfield, CT

1 day ago

0

I have to!

Charles Ausburger, Storrs, CT

2 days ago

0

PAGE
BREAK

Submitted 5/9/16 by Rebecca Shafer - Mansfield Neighborhood Presentation Group

Lehigh University may move the party back on campus, require juniors live in dorms

Item # 11



By Sara K. Satullo | For lehighvalleylive.com

[Email the author](#) | [Follow on Twitter](#)

on July 13, 2015 at 2:19 PM, updated July 14, 2015 at 8:11 AM

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Lehigh University wants to move the party back on campus.

The South **Bethlehem** university could follow the lead of its Lehigh Valley peers and begin requiring all students to live on campus for their first three years. Currently, only Lehigh freshman and sophomores must live in campus housing.

Students learned of the possible switch July 7 when Lehigh's new President John Simon sent the Lehigh community an email referencing a report on the school's residential and social environment.

The news has been met with an uproar from some members of the student body, who are circulating a **petition** opposing the change. The petition's garnered 424 signatures.

The 148-page report recommends that the majority of the student body reside on Lehigh's campus, the university bolster its specialty housing offerings and it loosen restrictions on drinking on campus.

"We think this change will move much of the social life back onto campus, where the environment will be safer, better controlled, and where the social scene will be more inclusive," the report states.

Lehigh will spend the spring and summer gathering feedback from the university community, including alumni and community partners, and looking at the financial implications, university spokesman Jordan Reese said. Lehigh would need about 500 more beds to house its entire junior class on campus.

"Our goal is to arrive at a final decision on the recommendations by the end of the 2016 Spring semester," Reese said.

Students opposing the change point out Lehigh's social life is part of what drew them to the campus. Students also point out living on their own is an important step in adulthood.

"One of the main reasons I chose Lehigh was because of its academic prowess, but also because of its Greek life," Brian Russell wrote in the comments section of the petition. "I would feel slighted if I was drawn towards a school for the life they offered and then they change it once I get there."

Others wondered if this is just a way for Lehigh to get more money from students.

"I'm signing because I think that this is just another stunt for Lehigh to acquire more money from students," Chris Campbell wrote. "Students can live off campus at a more affordable price than the cost to live in a campus dorm on a meal plan."

Housing and a full meal plan could run a student more than \$12,000 next school year.

The history

Lehigh isn't unique for considering the switch.

Lafayette College in **Easton** has long held a tight lid on the number of students allowed off campus. More than 90 percent of 'Pards live on campus.

Moravian College's 2010 announcement that all students, excluding commuters, had to live in campus housing caused an uproar but the school still implemented the change.

RELATED: [Moravian College ending off-campus living, men's and women's lacrosse programs](#)

In the spring of 2014, Lehigh began a comprehensive look at students' residential experience on and off-campus, Reese said. The Commission on Residential Environment -- an independent group of 60 faculty, staff and students -- was formed to evaluate and recommend ways to improve student life, Reese.

"We believe a great residential research university should promote health and safety, nurture growth of personal values, facilitate diversity and inclusion, integrate the residential and academic aspects of students' lives, and provide opportunities for rich experiential learning," Reese said.

Shift of parties off campus

The report finds that in the past five years the social scene for undergrads has shifted from on-campus fraternity houses to rented student housing on the fringe of the South Side campus.

A visit to the neighborhood on a Thursday, Friday or Saturday night confirms that. Students fill the streets flocking to off-campus parties and bars. They cram BYOB eateries with jugs of wine and cases of beer.

Six years ago, more than 80 on-campus parties were registered with the university while in the fall of 2014 only five were, the report finds.

Greek students and athletes tend to rent houses and apartments together and they hold the vast majority of the off-campus parties. The housing is often passed down to rising juniors and the report states students are often pressured to take the leases.

These parties are more exclusive and limited to students that know the party throwers, the report found.

"These locations are ill suited for such gatherings, threatening the safety of the students," the report states. "Often enough, the parties are held in the rented houses' basements, in overcrowded conditions and in violation of fire laws that require multiple egresses."

The report suggests Lehigh ease up on its current restrictive alcohol policy and blames it for the exodus of students to off-campus houses. It gives fraternities a near monopoly of on-campus parties that serve alcohol.

"It is likely that the current social policy, coupled with the students' desires to engage in high-risk drinking, is responsible for the migration of the social scene off campus," the report finds. "Its stringent rules may have initiated a cycle where an increase in the number of parties off campus made living off campus more attractive, which in turn led to the holding of more parties off campus."

Student safety was a reoccurring theme in the development of the report. Students shared their anxiety walking from class or labs to their cars or apartments.

Lehigh students are often targets in robberies and break-ins in South Bethlehem. The most serious case in recent years occurred last summer when Bryan Sanchez-Osorio crept into the off-campus bedroom of a sleeping, international graduate student and choked her as he tried to rape her.

Sanchez-Osorio could spend up to 80 years in prison for the attack.

RELATED: Bethlehem teen charged with trying to rape, kill Lehigh student, authorities report

The report suggests expanding "affinity group" housing for students with shared interests. Greek groups should live in the dorms, not in fraternity or sorority houses to better integrate them into the broader campus community.

It also seeks to bolster the bonds between faculty and staff by expanding faculty-in-residence offerings where students live alongside faculty. The report calls for a new campus within a campus that integrates housing and academic life.

Lehigh needs more housing for graduate students and the university must improve its support of international undergrad students, the report recommends. Over the last five years, the number of international undergrads have grown from 156 to 334.

Sara K. Satullo may be reached at ssatullo@lehighvalleylive.com. Follow her on Twitter @[sarasatullo](https://twitter.com/sarasatullo). Find [lehighvalleylive.com](https://www.facebook.com/lehighvalleylive) on Facebook.

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Submitted 5/9/16 by Rebecca Shafer
Mansfield Neighborhood Preservation Group



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April 27, 2016 (</Stories/2016/4/28/Students-In-The-House-Housing-Waitlist-Shorter-Than-Normal>)

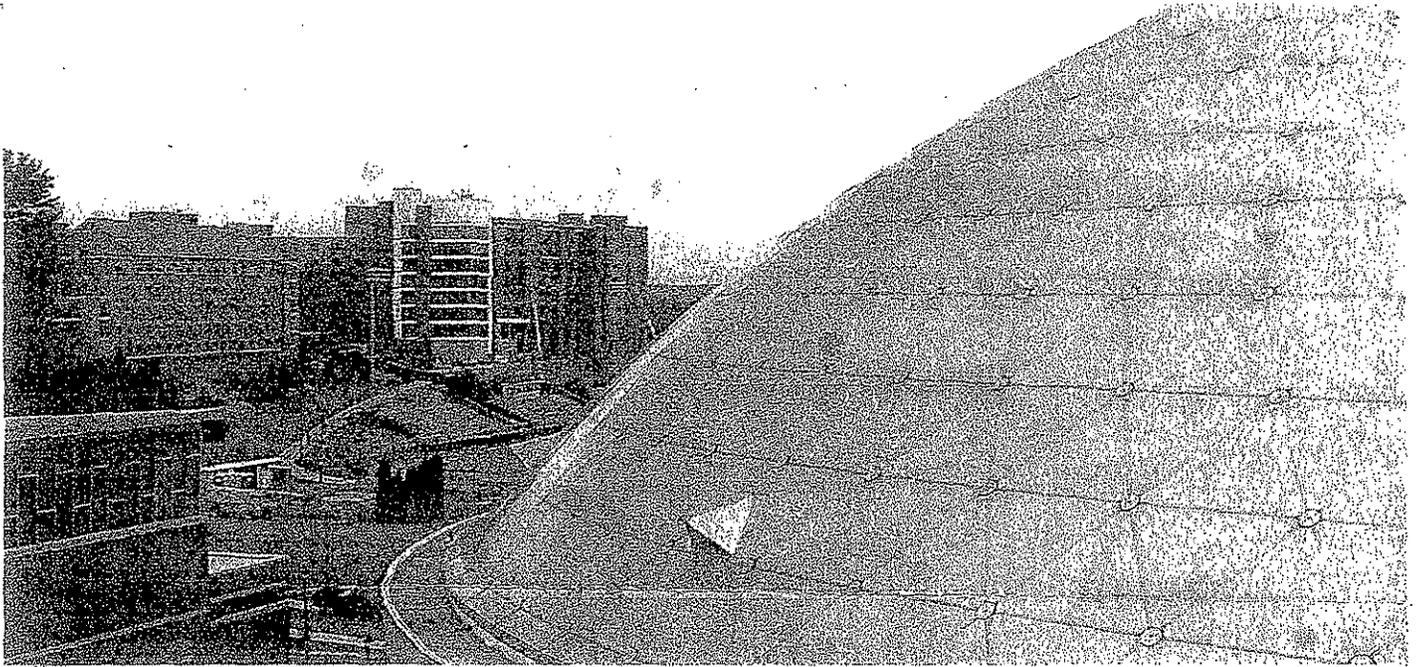
Students in the House: Housing waitlist shorter than normal

(</stories/2016/4/28/students-in-the-house-housing-waitlist-shorter-than-normal>)

By Emma Krueger (</Stories/>)

Author=5539761ae4b045984a74d836) · News (</Stories/>)

Category=News)



Construction on the new dorms provided under the NextGEN plans for UConn, as seen from from the upper level of North Garage. The SCHOLARS House will be located in these new dorms, along with STEVI dorms. (Chayenne Haslett/Daily Campus)

Students are already being offered housing off the wait list for the 2016-17 school year, making the list shorter than previous years, according to the University of Connecticut's Office of Residential Life.

"We have already been able to offer housing to over 300 students from the waiting list and are continuing to evaluate the remaining students on the waiting list every few weeks," said Kimberly Proulx, associate director of housing services.

Therefore, Proulx said the likelihood of getting off the wait list for on-campus housing is extremely positive.

Proulx said when the waiting list was determined for continuing students after the January housing application deadline, it was at a similar length to previous years.

The reason for this, Proulx said, is because res life has changed their cancellation policies, deadlines and fees to encourage students to make plans to live off campus earlier.

Even though the wait list is shorter, the amount of housing for students on campus is decreasing, according to Proulx.

“Although we gain more than 700 beds with the Next Gen building, we are losing the spaces in Connecticut Commons. We are also converting some lounges in Buckley and other areas into study spaces, so this will decrease our number of beds slightly but will help to improve students’ experience in the halls,” Proulx said.

Res Life always experiences a larger number of applications from students than the number they will house, Proulx said, because many students apply for housing while still exploring other options, but later cancel their application or assignment.

Proulx said that generally the reasons that students are put on the wait list for housing are students who have lived on campus for more than eight semesters, students who missed the January application deadline, students who currently live off campus or commute and graduate students.

One of the largest groups of students who are put on the wait list, Proulx said, are students who have previously canceled their housing but decide they want to move back onto campus.

“We always tell students when they cancel that it is difficult to return to on-campus housing, because we know these students will be on awaiting list and not guaranteed housing. Year to year, it depends on the demand for housing of whether or not it is likely that we can offer housing to these students,” Proulx said.

Emma Krueger is a staff writer for The Daily Campus. She can be reached via email at emma.krueger@uconn.edu (mailto:emma.krueger@uconn.edu).

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BREAK

TOWN OF MANSFIELD
OFFICE OF THE TOWN COUNCIL



PAUL M. SHAPIRO, Mayor

AUDREY P. BECK BUILDING
FOUR SOUTH EAGLEVILLE ROAD
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(860) 429-3336
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MEMORANDUM

To: Mansfield Town Council
From: Paul M. Shapiro, Mayor
CC: Matthew Hart, Town Manager; Mary Stanton, Town Clerk
Date: May 23, 2016
Re: May 9, 2016 Town Council Meeting

At the last Council meeting, the Council overruled its presiding officer on a matter of parliamentary procedure. In hindsight, I did not handle the situation in accordance with Robert's Rules and would like to provide an explanation of what will take place going forward.

A Council member asked that a member of the public be permitted to address the Council in the midst of Council deliberations on an item that was on our agenda. I ruled the request out of order, an appeal was taken and the chair's ruling was overturned by a simple majority. My error was failing to treat the Council member's request as a Motion to Suspend the Rules. What follows is an explanation of the Council's past practice, along with what I found to be the proper application of Robert's Rules to this situation.

The Council Rules (Rule 4—Public Participation) cover the opportunity for a member of the public to address the Council. That takes place at the beginning of each Council session. There is no other provision in the Rules for citizens to address the Council. In the past, when Council members sought information from a citizen/nonmember, typically a member of a town advisory committee, the nonmember was invited to the table to answer a specific question. The practice followed was for the chair to ask whether any Council member objected to the invitation and in the absence of objection, the non-member would come to the table. That was not what occurred at the last meeting.

When I researched this issue after the meeting, it was not easy to locate the precise place in Robert's Rules where this is addressed. It is not in "Robert's Rules of Order (Newly Revised) In Brief," which contains the answer to almost every parliamentary issue that we typically face. However, in an asterisk in a footnote on p. 263 of the major volume, "Robert's Rules of Order, Newly Revised, 11th Edition," the following appears: "[T]he rules may be suspended to allow a nonmember to speak in debate." Then, the question becomes how the rules are suspended. That one is actually quite simple and it is contained in the "In Brief" edition of Robert's Rules at p. 93: "[T]he group may use the motion to *Suspend the Rules*, which requires a second, may neither be amended nor debated, and requires a two-thirds vote."

In the future, as presiding officer, I will treat any request to authorize a nonmember/citizen to participate in the Council's deliberations as a Motion to Suspend the Rules. It will require a second, as well as a supermajority. There will be no debate.

None of this applies to Town staff or to invited guests who are making a presentation to the Council and/or serving as a resource for the Council. That is specifically authorized by Council Rule 3(c).

Sara-Ann Chaine

From: Jessie Richard
Sent: Tuesday, May 10, 2016 10:29 AM
To: Derek M. Dilaj; Francis P. Raiola; Jennifer S. Kaufman; Sara-Ann Chaine
Subject: Referral: Trail Access at Storrs Center
Attachments: Trail Access Application Referral.pdf

Please see the attached referral and pass along to your Committee's if you are the staff person.

All associated documents can be found in our office or viewed using this link

<http://www.mansfieldct.gov/scplanningdocs>

Scroll to the bottom of the page and click on the materials listed under "**Storrs Center Trail Access Zoning Permit (May 2016)**"

Thank you.

Jessie L. Richard
Town of Mansfield
Planning and Community Development
4 South Eagleville Road
Storrs, CT 06268
(860)429-3330

Sara-Ann Chaine

Subject: Referral: Zoning Regulation Revisions
Attachments: Draft Regulations-Alcohol and Music Regulations-PH Draft.pdf

From: Jessie Richard
Sent: Tuesday, May 03, 2016 2:32 PM
To: Kevin Deneen <kmdeneen@omalleydeneen.com>; Sara-Ann Chaine <ChaineS@mansfieldct.org>; Economic Development Commission <EconomicDevelopmentCommission@mansfieldct.org>
Subject: Referral: Zoning Regulation Revisions

Please see the attached **DRAFT** Zoning Regulation Revisions related to alcohol and live/amplified music. The Public Hearing will be held on 6/20/16 at 6:30 p.m. Any comments should be received in this office by June 6th.

Should you have any questions or comments, please contact the Mansfield Planning and Zoning Office.

Jessie L. Richard
Town of Mansfield
Planning and Community Development
4 South Eagleville Road
Storrs, CT 06268
(860)429-3330

DRAFT ALCOHOL AND LIVE MUSIC REGULATIONS

MANSFIELD DEPARTMENT OF PLANNING AND DEVELOPMENT ▪ APRIL 28, 2016

OVERVIEW

ALCOHOLIC LIQUOR REGULATIONS

The proposed changes:

- Change liquor permits from a principal to an accessory use for all liquor permits other than temporary permits.
- Eliminate requirement for site plan approval for temporary liquor permits provided certain conditions are met. (A list of temporary permits is attached at the end of the document for reference purposes.)
- Eliminate separation distance requirements between sales/manufacture of alcohol and certain uses.
- Eliminate references to specific state liquor permit types, thereby deferring to permits allowed by Code of Ordinances
- Allow brew pubs and brewpub/restaurants (alcohol manufacturing) by special permit in the PB-1, PB-2, PB-3, PB-4 zones, and by-right in the SC-SDD zone provided sewer and water infrastructure is available.*
- Allow breweries (alcohol manufacturing) by special permit in the PB-1 and PB-3 zones provided sewer and water infrastructure is available.*
- Allow farm wineries (manufacture of alcohol) in the RAR-90, PVRA and PVCA zones.*

*These uses would not be authorized unless/until the Code of Ordinances was changed to allow for these types of alcohol permits.

LIVE MUSIC REGULATIONS

The proposed changes:

- Change live music permits from a principal to an accessory use for live and/or amplified music associated with a business that meet the standards identified in the regulations.
- Zoning permit required; permit may be revoked if there are two or more noise/nuisance violations within a 12-month period.
- Allow outdoor music subject to day/time restrictions.
- Require special permit approval for proposed music venues that deviate from the defined standards.

AMENDMENTS TO ARTICLE FOUR: RULES AND DEFINITIONS

AMEND SECTION B – DEFINITIONS

Add the following definitions (alphabetic order) and renumber subsequent definitions accordingly.

6. Brewpub/restaurant – A restaurant where beer is manufactured, stored, bottled and sold to be consumed on premises. A limited amount of beer may be sold at retail in sealed containers for consumption off premises as accessory to the restaurant use.
7. Brewpub – A facility where beer can be manufactured, stored, bottled, sold at wholesale or at retail in sealed bottles or other sealed containers for consumption off premises, or sold to be consumed on premises in a room that is ancillary to the production of beer, with or without the sale of food.
8. Brewery – A facility where beer can be manufactured, stored, bottled and sold at wholesale or at retail in sealed containers for consumption off premises or offered for on-site tasting.

AMENDMENTS TO ARTICLE SEVEN: PERMITTED USES

AMEND SECTION D – USES PERMITTED IN ALL ZONES EXCEPT IN THE FLOOD HAZARD ZONE

Amend Section D.7, Accessory Buildings and Uses to add new subsections (g) and (h) as follows:

7. Accessory buildings and uses (see definition in Article IV), provided the following conditions are met:

g. The sale of alcoholic liquor shall be permitted as accessory to the following uses provided the liquor permit type is authorized pursuant to Chapter 101 of the Mansfield Code of Ordinances:

- Retail
- Restaurant
- Hotel
- Place of Assembly-Banquet Hall
- Commercial recreation facility
- Brewpub/Restaurant, Brewpub, and Brewery
- Farm Winery

h. Live and/or amplified music shall be permitted provided the standards of Article Ten, Section I are met.

Amend Section D.15, Temporary Special Events involving the sale and consumption of alcoholic liquor as follows:

15. Temporary special events involving the sale and consumption of alcoholic liquor pursuant to Sec. 30-25, 30-35, 30-37b and 30-37h, C.G.S., provided site plan approval is obtained in accordance with Article V, Section A and the following requirements of Article X, Section 4.5 are met:

- a. A Zoning Permit shall be obtained for proposed events unless the property meets one of the following criteria:
 - 1. The property is owned or leased by a public agency; or
 - 2. The property has received prior zoning approval for a public assembly use.
- b. Proposed plans for parking, traffic control, crowd control, hours of operation and protection of minors shall be submitted with the Zoning Permit Application and approved by the Mansfield Police Department;
- c. Proposed plans for providing sanitary facilities for the subject event shall be submitted with the Zoning Permit application and found to be sufficient by the Zoning Agent in consultation with the local health district.

AMEND SECTION G – USES PERMITTED IN THE RAR-90 ZONE

Amend Section G to add new section G.15 as follows:

- 15. Farm Wineries provided special permit approval is obtained in accordance with Article V, Section B.

AMEND SECTION K – USES PERMITTED IN THE PVRA (PLEASANT VALLEY RESIDENCE/AGRICULTURE) ZONE (LAND SOUTH OF PLEASANT VALLEY ROAD AND WEST OF MANSFIELD CITY ROAD)

Amend Section 3 to add new Section 3.g as follows:

- 3. Categories of Permitted Uses in the Pleasant Valley Residence/Agriculture Zone Requiring Special Permit Approval as per the Provisions of Article V, Section B and Applicable Provisions of Article X, Section A:

* * * * *

- g. Farm Wineries

* * * * *

AMEND SECTION L – USES PERMITTED IN THE PLANNED BUSINESS 1 ZONE (ROUTE 195/ROUTE 6 AREA)

Amend Section L as follows:

- 2. Categories of permitted uses in the Planned Business 1 zone requiring special permit approval as per the provisions of Article V, Section B:

- a. Category A

- 1. Retail uses that comply with the following criteria:

- the use results in a maximum of four separate stores, shops or businesses on the subject lot; and
- the use involves a maximum of two distinct or independent retail operations per store, shop or outdoor area
- ~~any retail store selling alcoholic liquors shall comply with the provisions of Article VII, Section L.2.i and Article X, Section I~~

* * * * *

e. Category E

1. Retail uses that comply with the following criteria:

- The use results in five or more separate stores or shops or businesses on the subject lot; or
- The use involves more than two distinct or independent retail operations per store, shop or outdoor area. (For example: a marketing operation where more than two independent merchants utilize a particular area)
- ~~any retail store selling alcoholic liquors shall comply with the provisions of Article VII, Section L.2.i. and Article X, Section I~~

* * * * *

f. Category F

Commercial recreation facilities such as theaters, racquetball, tennis and physical fitness centers; and bowling alleys. All changes in use within this subsection require special permit approval. ~~Any commercial recreation facility selling alcoholic liquor shall comply with the provisions of Article VII, Section L.2.i. and Article X, Section I.~~

g. Category G

Game arcades as a primary (more than 3 games) and not accessory use, provided the following conditions are met:

1. ~~there is no sale or consumption of alcoholic beverages on the arcade premises;~~

Renumber subsequent provisions accordingly

* * * * *

h. Category H

Reserved.

~~The use of live music associated with any hotel, motel, commercial recreation facility or restaurant, provided no outside speakers shall be used in conjunction with the use of such music and provided no music associated with the use is objectionable at the site's property lines. Any special permit issued pursuant to this subsection shall expire on November 1 of each year and, upon application and Public Hearing, may be renewed. As an exception to this requirement for Special Permit approval, limited live music uses may be authorized with Zoning Permit approval provided the following standards are met:~~

1. ~~The subject live music shall be limited to singing or the playing of musical instruments that, in the opinion of the Zoning Agent, are accessory to an authorized use (such as background music to enhance a dining experience) and not a primary use, (such as a separate concert event).~~
2. ~~The subject live music shall be unamplified or amplified at volume levels that, in the opinion of the Zoning Agent, would have low potential for causing noise issues for neighboring property owners. If neighborhood noise problems occur, the subject live music authorization may be altered or revoked.~~

~~3. No live music use authorized under this Zoning Permit provision shall take place after 10 pm on weekdays and 11pm on weekends.~~

~~4. Zoning Permits issued for live music under this provision shall be valid for an initial period ending on November 1 of an even numbered year and may, upon application of the holder of such permit, be renewed for additional periods of two (2) years each provided the requirement of this section are continually met. Such permit shall not be transferable.~~

~~Any questions regarding the appropriate permit process for authorizing live music uses, shall be resolved by the Planning and Zoning Commission.~~

i. **Category I**

~~The sale of alcoholic liquor subject to the provisions of Article X, Section I Brewpub/restaurant, Brewpub and Brewery uses provided the site is served by public water and sanitary sewer systems.~~

* * * * *

k. **Category K**

1. Restaurants, provided the following conditions are met:

- a. all structures and parking areas are a minimum of 100 feet from residential zone boundaries or 100 feet from the property lines of an existing residence on an adjacent lot. This setback requirement may be reduced if the applicant can demonstrate to the satisfaction of the PZC that the subject uses will be effectively buffered from adjacent properties by existing or proposed vegetation, topographic features, walls, fences or other measures.
- b. There shall be no drive-through food service.
- ~~c. Any restaurant selling alcoholic liquor shall comply with the provisions of Article VII, Section L.2.i. and Article X, Section I.~~

* * * * *

m. **Category M**

~~Hotels, motels, tourist homes. Any associated restaurant selling alcoholic liquors shall comply with the provisions of Article VII, Section L.2.i and Article X, Section I.~~

* * * * *

AMEND SECTION M-USES PERMITTED IN THE PLANNED BUSINESS 2 ZONE (ROUTE 195/DOG LANE AREA)

Amend Section M.2 as follows:

2. Categories of permitted uses in the Planned Business 2 zone requiring special permit approval as per the provisions of Article V, Section B:

* * * * *

f. Category F

Commercial recreation facilities such as theaters, racquetball, tennis and physical fitness centers, and bowling alleys. All changes in use within this subsection require special permit approval. ~~Any commercial recreation facility selling alcoholic liquor shall comply with the provisions of Article VII, Section L.2.i. and Article X, Section I.~~

* * * * *

j. Category J

~~Hotels, motels, tourist homes. Any associated restaurant selling alcoholic liquors shall comply with the provisions of Article VII, Section L.2.1 and Article X, Section I.~~

* * * * *

k. Category K

Reserved.

~~The use of live music associated with any restaurant or commercial recreation facility subject to the standards and requirements cited in Article VII, Section L.2.h~~

l. Category L

~~The sale of alcoholic liquor subject to the provisions of Article X, Section I~~

Brewpub/restaurant and Brewpub uses provided the site is served by public water and sanitary sewer systems.

* * * * *

AMEND SECTION N – USES PERMITTED IN THE PLANNED BUSINESS 3 ZONE (ROUTE 195/ROUTE 44 FOUR CORNERS AREA)

Amend Section N as follows:

3. Categories of permitted uses in the Planned Business 3 zone requiring special permit approval as per the provisions of Article V, Section B:

* * * * *

f. Category F

Commercial recreation facilities such as theaters, racquetball, tennis and physical fitness centers; and bowling alleys. All changes in use within this subsection require special permit approval. ~~Any commercial recreation facility selling alcoholic liquor shall comply with the provisions of Article VII, Section L.2.i. and Article X, Section I.~~

* * * * *

i. Category I

Reserved.

~~The use of live music associated with any hotel, motel, restaurant or commercial recreation facility subject to the standards and requirements cited in Article VII, Section L.2.h~~

j. **Category J**

~~The sale of alcoholic liquor subject to the provisions of Article X, Section I~~
Brewpub/restaurant, Brewpub and Brewery uses provided the site is served by public water and sanitary sewer systems.

k. **Category K**

1. Restaurants, provided the following conditions are met:

- a. the site is served by adequate public water and sewer systems;
- b. all structures and parking areas are a minimum of 100 feet from residential zone boundaries or 100 feet from the property lines of an existing residence on an adjacent lot. This setback requirement may be reduced if the applicant can demonstrate to the satisfaction of the PZC that the subject uses will be effectively buffered from adjacent properties by existing or proposed vegetation, topographic features, walls, fences or other measures.
- c. There shall be no drive-through food service.
- d. ~~Any restaurant selling alcoholic liquor shall comply with the provisions of Article VII, Section L.2.i. and Article X, Section I.~~

l. **Category L**

~~Hotels, motels, tourist homes. Any associated restaurant selling alcoholic liquors shall comply with the provisions of Article VII, Section L.2.1 and Article X, Section I.~~

* * * * *

AMEND SECTION O – USES PERMITTED IN THE PLANNED BUSINESS 4 ZONE (NORTH EAGLEVILLE RD./KING HILL RD. AREA)

Amend Section O.2 as follows:

2. **Categories of Permitted Uses in the Planned Business 4 Zone Requiring Special Permit Approval as per the Provisions of Article V, Section B:**

* * * * *

l. **Category L**

Reserved.

~~The use of live music associated with any restaurant or commercial recreation facility subject to the standards and requirements cited in Article VII, Section L.2.h;~~

m. Category M

~~The sale of alcoholic liquor subject to the provisions of Article X, Section I;~~
Brewpub/restaurant and Brewpub uses provided the site is served by public water and sanitary sewer systems.

* * * * *

AMEND SECTION P – USES PERMITTED IN THE PLANNED BUSINESS 5 ZONE (ROUTE 32/ROUTE 31 AREA)

Amend Section P.2 as follows:

2. Categories of Permitted Uses in the Planned Business 5 Zone Requiring Special Permit approval as per the Provisions of Article V, Section B:

* * * * *

f. Category F

Commercial recreation facilities such as theaters, racquetball, tennis and physical fitness centers; and bowling alleys. All changes in use within this subsection require special permit approval. ~~Any commercial recreation facility selling alcoholic liquor shall comply with the provisions of Article VII, Section L.2.i. and Article X, Section I.~~

* * * * *

h. Category H

Reserved.

~~The use of live music associated with any commercial recreation facility or restaurant, provided no outside speakers shall be used in conjunction with the use of such music and provided no noise associated with the use is objectionable at the site's property lines. Any special permit issued pursuant to this subsection shall expire on November 1 of each year and, upon application and Public Hearing, may be renewed.~~

i. Category I

~~The sale of alcoholic liquor subject to the provisions of Article X, Section~~

* * * * *

m. Category M

Reserved.

~~The use of live music associated with any restaurant or commercial recreation facility subject to the standards and requirements cited in Article VII, Section L.2.h;~~

n. Category N

Reserved.

~~The sale of alcoholic liquor subject to the provisions of Article X, Section I;~~

* * * * *

AMEND SECTION Q – USES PERMITTED IN THE BUSINESS ZONE

Amend Section Q.3.c as follows:

c. Category C

Game arcades as a primary (more than 3 games) and not accessory use, provided the following conditions are met:

1. ~~There is no sale or consumption of alcoholic beverages on the arcade premises;~~

Renumber subsequent provisions accordingly

* * * * *

h. Category H

Reserved.

~~The use of live music within the building confines of any hotel, motel, and restaurant, provided no outside speakers shall be used in conjunction with the use of such music and provided no music associated with the use is objectionable at the site's property lines. Any special permit issued pursuant to this subsection, shall expire on November 1, of each year and, upon application and Public Hearing, may be renewed.~~

* * * * *

AMEND SECTION R – USES PERMITTED IN THE NEIGHBORHOOD BUSINESS I ZONES (ROUTE 44/MANSFIELD DEPOT AREA; ROUTE 195/32 AREA; ROUTE 195/SPRING HILL RD AREA; ROUTE 32/EAGLEVILLE AREA)

Amend Section R.2 as follows:

2. Categories of Permitted Uses in the Neighborhood Business 1 Zones requiring special permit approval as per the provisions of Article V, Section B:

* * * * *

a. Category A

1. Retail stores that comply with the following criteria:

- a. There is a maximum of four separate stores, shops or businesses on the subject lot;
- b. There is a maximum of two distinct or independent retail operations per store, shop or outdoor area;
- ~~c. Any retail use selling alcoholic liquors shall comply with the provisions of Article VII, Section Q.2.g and Article X, Section I;~~

* * * * *

g. Category G

Reserved.

~~The sale of alcoholic liquor, subject to the provisions of Article X, Section I~~

h. Category H

Restaurants, provided the following conditions are met:

1. All structures and parking areas are a minimum of 100 feet from residential zone boundaries or 100 feet from the property lines of an existing residence on an adjacent lot. This setback requirement may be reduced if the applicant can demonstrate to the satisfaction of the PZC that the subject uses will be effectively buffered from adjacent properties by existing or proposed vegetation, topographic features, walls, fences or other measures.
2. There shall be no drive-through food service.
3. ~~Any restaurant selling alcoholic liquor shall comply with the provisions of Article VII, Section Q.2.g and Article X, Section I.~~

~~i. Category I~~

~~The use of live music within the building confines of any restaurant, provided no outside speakers shall be used in conjunction with the use of such music and provided no noise associated with the use is objectionable at the site's property lines. Any special permit issued pursuant to this subsection shall expire on November 1 of each year and may be renewed upon application and Public Hearing.~~

* * * * *

AMEND SECTION S – USES PERMITTED IN THE NEIGHBORHOOD BUSINESS 2 ZONE (ROUTE 195/MANSFIELD CENTER AREA)

Amend Section S.2 as follows:

2. Categories of Permitted Uses in the Neighborhood Business 2 zones requiring special permit approval as per the provisions of Article V, Section B:

* * * * *

g. Category G

Reserved.

~~The sale of alcoholic liquor subject to the provisions of Article X, Section I~~

AMEND SECTION U – USES PERMITTED IN THE PVCA (PLEASANT VALLEY COMMERCIAL/AGRICULTURE) ZONE (LAND SOUTH OF PLEASANT VALLEY ROAD AND EAST OF MANSFIELD AVENUE)

Amend Section 3 to add new Section 3.m as follows:

3. Categories of Permitted Uses in the Pleasant Valley Commercial/Agriculture Zone Requiring Special Permit Approval as per the Provisions of Article V, Section B and Applicable Provisions of Article X, Section A:

* * * * *

m. Farm Wineries

* * * * *

AMEND SECTION V – USES PERMITTED IN THE RD/LI (RESEARCH AND DEVELOPMENT/LIMITED INDUSTRIAL) ZONE (ROUTE 44/NORTH EAGLEVILLE RD AREA)

Amend Section V.3 as follows:

3. Permitted Uses in the RD/LI Zone requiring Special Permit Approval as per the Provisions of Article V, Section B

* * * * *

~~i. The use of live music within the building confines of any hotel or restaurant provided no outside speakers shall be used in conjunction with the use of such music and provided no music associated with the use is objectionable at the site's property lines. Any special permit issued pursuant to this subsection shall expire on November 1, of each year and, upon application and Public Hearing, may be renewed.~~

~~j. The sale of alcoholic liquor associated with a permitted restaurant, hotel, or commercial recreation facility subject to the provisions of Article X, Section I;~~

* * * * *

AMENDMENTS TO ARTICLE TEN

DELETE SECTION I – SALE OF ALCOHOLIC LIQUOR AND REPLACE WITH LIVE AND/OR AMPLIFIED MUSIC

Delete Section I in its entirety and replace with the following:

I. Live and/or Amplified Music

1. Purpose. The purpose of these regulations is to allow for amplified and live music as accessory to certain assembly related uses while establishing minimum standards to protect adjacent neighborhoods from noise impacts.

2. Applicability.

a. Live and/or amplified music shall be permitted with Zoning Permit approval as an accessory use to the following uses pursuant to the requirements of this Section:

- Restaurant
- Hotel
- Place of Assembly-Banquet Hall
- Commercial recreation facility
- Brewpub/Restaurant, Brewpub, and Brewery

b. The Zoning Permit requirements and restrictions on outdoor music contained in this section shall not apply to public property and properties in the SC-SDD.

3. Outdoor Music. Outdoor music will be allowed during the following days and times.

	<u>Outdoor Music Permitted</u>
<u>Thursday-Saturday</u>	<u>12:00 pm – 10 pm</u>
<u>Sunday</u>	<u>12 pm – 6 pm</u>

Outdoor music on days or times other than those identified in the above table may be authorized by Special Permit approval.

4. Noise and Nuisance Regulations. All events involving live and/or amplified music shall comply with the noise and nuisance regulations contained in Chapters 134 and 135 of the Code of Ordinances.

5. Violations. In addition to penalties for violation identified in Article Eleven, Section F of these regulations and Chapters 134 and 189 of the Mansfield Code of Ordinances, the Zoning Permit for any live/amplified music use may be revoked by the Zoning Agent if there are two or more noise and/or nuisance violations within a 12 month period. Special Permit approval shall be required for reinstatement of any Live/Amplified Music Permit that has been revoked.

AMEND SECTION S.4 – USES PERMITTED IN THE STORRS CENTER SPECIAL DESIGN DISTRICT

Amend Section S.4.a to add the following use:

(xxvii) Brewpub and Brewpub/restaurant as defined in Article IV

* * * * *

AMENDMENTS TO ARTICLE ELEVEN

AMEND SECTION C-ZONING PERMITS

Amend Section C.1.a as follows:

a. The following provisions for Zoning Permits are in addition to any application requirements associated with uses and/or construction activities that also require the review and approval of the Planning and Zoning Commission. All proposed uses and/or construction activities shall comply with permitted use provisions and all other applicable regulatory provisions. Except as noted below in subsection b, Zoning Permits shall be required for the following ~~construction~~ activities:

* * * * *

6. Limited Live Music Uses pursuant to Article VII, Section L.2.h. Temporary Special Outing Liquor Permits pursuant to Article VII, Section D.15.

* * * * *

TEMPORARY LIQUOR PERMIT TYPES

This page is provided for reference only and is not part of the proposed changes to the Zoning Regulations.

PURSUANT TO DEPARTMENT OF LIQUOR CONTROL TEMPORARY LIQUOR PERMIT APPLICATION
= EXCERPTS FROM STATE STATUTES

Sec. 30-25. Special club permit for picnics. (a) A special club permit shall allow the sale of alcoholic liquor by the drink at retail to be consumed at the grounds of an outdoor picnic conducted by a club or golf country club. Such permits shall be issued only to holders of club or golf country club permits and shall be issued on a daily basis subject to the hours of sale in section 30-91, and shall be the same as provided therein for clubs and golf country clubs. The exception that applies to railroad and boat permits in section 30-48 shall apply to such a special club permit. No such club or golf country club shall be granted more than four such special club permits during any one calendar year.

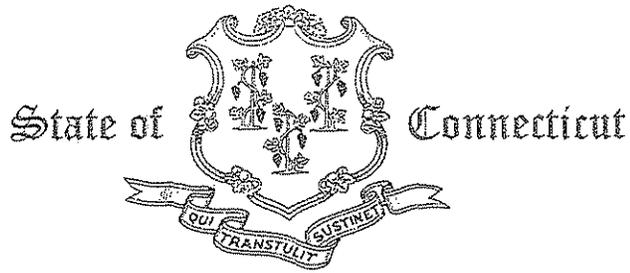
(b) The Department of Consumer Protection shall have full discretion in the issuance of such special club permits as to suitability of place and may make any regulations with respect thereto.

(c) The fee for such a special club permit shall be fifty dollars per day.

Sec. 30-35. Temporary permit for outings, picnics or social gatherings. A temporary beer permit shall allow the sale of beer and a temporary liquor permit shall allow the sale of alcoholic liquor at any outing, picnic or social gathering conducted by a bona fide noncommercial organization, which organization shall be the backer of the permittee under such permit. The profits from the sale of such beer or alcoholic liquor shall be retained by the organization conducting such outing, picnic or social gathering and no portion of such profits shall be paid, directly or indirectly, to any individual or other corporation. Such permit shall be issued subject to the approval of the Department of Consumer Protection and shall be effective only for specified dates and times limited by the department. The combined total of outings, picnics or social gatherings, for which a temporary beer permit or temporary liquor permit is issued pursuant to this section, shall not exceed twelve in any calendar year and the approved dates and times for each such outing, picnic or social gathering shall be displayed on such permit. The fee for a temporary beer permit shall be thirty dollars per day and for a temporary liquor permit shall be fifty dollars per day.

Sec. 30-37b. Charitable organization permit. A charitable organization permit shall allow the retail sale of alcoholic liquor by the drink to be consumed on the premises owned or leased by the organization. Such permit shall be issued subject to the hours of sale in section 30-91 and the combined total of days for which such permit shall be issued shall not exceed twelve days in any calendar year. The dates for which such permit is issued shall be displayed on such permit. The fee for a charitable organization permit shall be fifty dollars.

Sec. 30-37h. Nonprofit corporation permit. A nonprofit corporation permit shall allow the retail sale of wine at auction, provided the auction is held as part of a fund-raising event to benefit the tax-exempt activities of the nonprofit corporation. Each permit shall allow the sale of wine at a maximum of twelve such auctions in any calendar year, except as provided in section 30-37d. The fee for a nonprofit corporation permit shall be twenty-five dollars.



By His Excellency Dannel P. Malloy, Governor: an
Official Statement

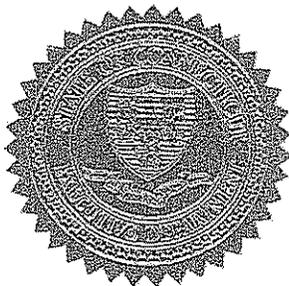
*W*HEREAS, the public works infrastructure, facilities, and services are vitally important to the health, safety, and well-being of the people of the State of Connecticut; and

*W*HEREAS, such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, and administrators representing all levels of government who are responsible for and must design, build, operate, and maintain the transportation, water supply, sewage and refuse disposal systems, public buildings, and other structures and facilities essential to serve our citizens; and

*W*HEREAS, it is in the public interest for the citizens and civic leaders of this country to gain knowledge of and maintain a progressive interest in the public works needs and programs of their respective communities; now

*T*HEREFORE, I, Dannel P. Malloy, Governor of the State of Connecticut, do hereby proclaim May 15-21, 2016 as

PUBLIC WORKS WEEK
 in the State of Connecticut.



D. P. Malloy
 GOVERNOR

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