



**TOWN OF MANSFIELD
TOWN COUNCIL MEETING
September 12, 2016
COUNCIL CHAMBERS
AUDREY P. BECK MUNICIPAL BUILDING
7:00 p.m.**

AGENDA

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FUTURE AGENDAS

EXECUTIVE SESSION

- 19. Sale or purchase of real property, in accordance with CGS §1-200(6)(D)
- 20. Strategy and Negotiations with Respect to Pending Claims or Litigation, in accordance with CGS §1-200(6)(B)

ADJOURNMENT

REGULAR MEETING – MANSFIELD TOWN COUNCIL
August 8, 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, Shaiken, Shapiro
Excused: Keane

APPROVAL OF MINUTES

Mr. Shaiken moved and Mr. Ryan seconded to approve the minutes of the July 25, 2016 special meeting as presented. The motion passed with all in favor except Mr. Kochenburger who abstained. Ms. Moran moved and Mr. Ryan seconded to approve the minutes of the July 25, 2016 regular meeting. The motion passed unanimously. Mr. Kochenburger viewed the meeting online.

II. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Rebecca Aubrey, Olsen Drive, spoke in favor of the housing code amendments as a way to help preserve the quality of family life in Mansfield. (Statement attached)

Martha Kelly, Bundy Lane resident and Board of Education member but speaking as an individual, identified and commented on the role of the four entities involved in this rental housing issue. (Statement attached)

Justin Gordon, Dog Lane, spoke against the proposed housing code amendments noting situations where enforcement of the ordinance is a safety risk. (Statement attached)

Julia Sherman, Pinewoods Road resident, long term teacher and landlord, thanked Council members for their tireless work. Ms. Sherman commented that 18 to 20 year olds benefit from the supervision and advice of Resident Assistants on campus and supports regulations that zone out temporary fraternity houses.

Joan Seliger Sidney, Lynwood Road, commented on the changes in her neighborhood as a result of single family homes being turned into rentals and of her concerns for the future stability of the neighborhoods in the Town. (Statement attached)

Jody Bailey, Old School House Road, described the changes in her neighborhood due to homes becoming rental properties and her concern that future conversions would undermine the stability of the neighborhood. (Statement attached)

Rebecca Shaefer, Echo Road, remarked that the comments on the submitted landlord petition were not about how tenants could be better neighbors but about how they were being denied their right to party. (Statement attached. Submitted material regarding Village of Belle Terre vs. Borass will be included in the September 12, 2016 packet as a communication.)

John Murphy, Browns Road, spoke in support of the proposed housing code amendments noting that most of those speaking in opposition have a personal financial interest in maintaining the status quo and urged the University of Connecticut to develop the Depot Campus as a long term solution to the problem. (Statement attached)

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Craig Marcus, Coventry resident, read a letter from attorney Diane Whitney who represents a number of landlords and has offered to help craft a solution; submitted an article from the Chronicle which was based on information from the Mansfield Neighborhood Preservation Group; and submitted a letter and accompanying tenant letter from Ryan McDonald. (Letters attached. Article will be listed as a communication in the September 12, 2016 packet)

Ted Panagpopulis, Rhode Island resident, commented that he lives in Westerly RI and has to put up with living in a vacation town. Likewise, Mansfield residents live in a college town and should expect to be subject to student behaviors. Mr. Panagpopulis stated that it is against the law to fight landlords because they make money and urged all sides to meet and discuss the issues.

Dean Ravanola, Storrs Road, read a letter from Gregory Nicholson which objected to limiting non-owner occupied rentals to 3 unrelated individuals Mr. Ravanola expressed his agreement with the sentiments of the letter. (Letter attached)

Beverly Sims, Northwood Road, commented that the answer to neighborhoods changing due to increased rentals is not the building of large off campus housing complexes. Ms. Sims urged UConn to consider the Depot Campus as a location for additional dorms.

III. REPORT OF THE TOWN MANAGER

Assistant Town Manager Maria Capriola presented the Town Manager's report

IV. REPORTS AND COMMENTS OF COUNCIL MEMBERS

Ms. Raymond requested that the email received by Council members regarding the possible regulatory changes to how Metropolitan Planning Organizations are established and operate be discussed. Mayor Shapiro suggested the subject be on the next Council agenda.

V. OLD BUSINESS

1. Proposed Amendments to the Mansfield Housing Code and Related Ordinances

Ms. Moran moved and Mr. Ryan seconded, effective August 8, 2016, to approve the proposed amendments to the Mansfield Housing Code and related ordinances, which amendments shall be effective 21 days after publication in a newspaper having circulation within the Town of Mansfield.

Mr. Shaiken moved and Mr. Sargent seconded to divide the question. The motion passed unanimously.

Mayor Shapiro described the three motions which are now under consideration:

- 1) Amendments to Section 901.1 of the Housing Code and Section 152-4 of the Landlord Registration Ordinance ensuring that the definition of an owner-occupied dwelling is consistent with the provisions in the Mansfield Off Street Parking Ordinance
- 2) Amendments to Section 901.2 of the Housing Code requiring a dwelling unit to be in compliance with all pertinent laws, ordinances and regulations prior to the issuances of a rental certificate.
- 3) Amendments to Section 404.5 of the Housing Code to ensure consistency with the Mansfield Zoning Regulations

August 8, 2016

Mr. Sargent moved to amendment Motion 1 reducing the percentage of ownership from 50% to 25%. The motion was seconded by Ms. Raymond.
The motion to amend failed with all in opposition except Mr. Sargent who voted in favor of the amendment.
Motion 1, as originally presented, passed with all in favor except Mr. Sargent who voted in opposition.
Motion 2 passed unanimously.
Motion 3 passed with all in favor except Mr. Sargent who voted in opposition.
Mayor Shapiro urged all interested parties to attend the meetings of the Ad Hoc Committee on Rental Regulation and Enforcement.

VI. NEW BUSINESS

2. Cancellation of August 22, 2016 Meeting

Mr. Ryan moved and Mr. Shaiken seconded, to cancel the August 22, 2016 regular meeting of the Mansfield Town Council.
Motion passed unanimously.

3. Ad Hoc Committee on Naming of the Town Square

Mayor Shapiro moved and Ms. Raymond seconded, to appoint Councilors Ryan, Marcellino and Keane to the Ad Hoc Committee on Naming of the Town Square, which is charged with identifying an appropriate name for the town square for the Town Council's review and consideration.
Motion passed unanimously.

VII. REPORTS OF COUNCIL COMMITTEES

Mr. Ryan, Chair of the Finance Committee, reported that implementation of the Fraud Risk Assessment was discussed at tonight's meeting and that the Fund Balance is now at 8.8%

Ms. Moran reminded members that the survey for the Town Manager's review will be open until Wednesday at noon.

Mayor Shapiro, having voted in the affirmative on Item 3, Ad Hoc Committee on Naming of Town Square, moved and Mr. Kochenburger seconded to reopen the motion designating the members of the Ad Hoc Committee.

The motion passed unanimously.

Mayor Shapiro moved and Ms. Raymond seconded to substitute Mr. Sargent for Ms. Keane as a member of the Committee.

The motion passed unanimously.

Ms. Moran moved and Mr. Sargent seconded to add Item 3a, Discussion of Proposed Changes to Metropolitan Planning Organizations to the agenda.

The motion passed unanimously and the Director of Planning was invited to discuss the issue.

3a. Proposed Changes to Metropolitan Planning Organizations

Ms. Painter presented the information she was able to garner in her discussions with CRCOG staff members today. There are still many questions as to how these changes might affect Mansfield. Mayor Shapiro will be attending the August 10, 2016 CRCOG

August 8, 2016

Executive Committee meeting where he will express the sense of the Council and gather additional information.

VIII. DEPARTMENTAL AND COMMITTEE REPORTS

No comments offered.

IX. PETITIONS, REQUESTS AND COMMUNICATIONS

4. Petition re: Housing Rights
5. B. Coleman (07/25/16)
6. J. Hanley (07/25/16)
7. A. Hawkins (07/25/16)
8. R. McDonald (08/04/16)
9. C. Naumec (07/25/16)
10. R. Shafer (07/25/16)
11. J. Sherman (07/26/16)
12. W. Varga (07/25/16)
13. D. Whitney (08/04/16)
14. Planning and Zoning Commission re: Proposed Amendment to Zoning Regulations Regarding a Temporary and Limited Moratorium on Applications Related to Multi-Family Housing
15. M. Capriola re: Timeline – Town Manager Performance Review Process
16. M. Hart re: Appointment to Economic Development Commission
17. D. Malloy re: Crumbling Foundations Mr. Kochenburger requested this information be added to the Town's website
18. State of Connecticut Department of Transportation re: Traffic Concerns on U.S. Route 6 Mr. Shaiken noted this letter and urged anyone interested in the issue to read the communication
19. Celebrate Mansfield Festival
20. Mansfield Historical Society Summer 2016 Workshops
21. CRCOG Annual Report and Member Benefits Information
22. Connecticut Water – “Straight from the Tap”
23. Eastern Regional Tourism District Annual Review
24. Hartford Courant – ‘Officials Looking At Options For E.O. Smith’ – 7/25/16

X. FUTURE AGENDAS

No items added

XI. ADJOURNMENT

Mr. Shaiken moved and Ms. Moran seconded to adjourn the meeting at 9:25 p.m. Motion passed unanimously.

Paul M. Shapiro, Mayor

Mary Stanton, Town Clerk

August 8, 2016

August 8, 2016

Dear Members of the Mansfield Town Council:

My name is Rebecca Aubrey, and I live at 38 Olsen Drive. I am here to urge you to take action to preserve the quality of family life in Mansfield. I am an E.O. Smith graduate, and a single parent to a son who just graduated from E.O., a son at E.O., and daughter at MMS. My daughter came to the last meeting with me because I wanted to remind you that in addition to UConn and its students, there are also families who live in Mansfield. She is biracial and stayed home tonight because she felt uncomfortable with the racially insensitive comments made at the last meeting, but I still came to speak on behalf of my family and give a personal face to what is at stake here.

I have two main points. The first is a response to the accusation that rental ordinances are discriminatory. It is the duty of government to develop and enforce laws that regulate behavior, in order to protect the wellbeing of its citizens. Individuals make choices that come with regulations attached. When I choose to drive my car, I accept that I have to pay for insurance and follow traffic laws, or I will be fined. When I chose to install a pellet stove, I had to get a building permit and a town official came into the privacy of my home to inspect it. When I chose to become a teacher, I accepted mandated reporter regulations that include fines of \$500 to \$2500 if I do not report suspected child abuse. These regulations are put into place for the wellbeing of society, and they come with the choices I make – much like choosing to run a rental housing business or to rent a home in a residential neighborhood come with regulations that are intended to maintain the safety and quality of life for the people of Mansfield.

The second point that I would like to speak to is the comment that Storrs is a college town, and that if people don't like living around students, they shouldn't live here. I disagree with just "letting go" of that area of Mansfield. More personally speaking, however, I witnessed the decline of the neighborhoods surrounding UConn, and for that reason, when I was able to buy my own first home 6 years ago, I specifically chose to NOT purchase a home in Storrs.

After my divorce 10 years ago, I had 3 major goals as a single parent: earn a teaching certificate to provide stability for my family; purchase my first home; and add to my family through foster/adoption. My sons and I went to live with my mother on Hillyndale Road in Storrs, to save money. In that time, several houses on Hillyndale transitioned over to student rentals. Parties frequently kept us awake late into the night, and my kids couldn't ride bikes in the road because of speeding cars. We – meaning the neighbors with children – panicked when we realized that Halloween would fall on the weekend, because parties made trick-or-treating – one of the hallmarks of childhood – treacherous. We asked the police if they would monitor the traffic on the road; spoke to officials at UConn; called the police about excessive noise; and tried to work with the property owners and renters. Nothing led to any improvements in our quality of life, and it has only declined further.

I earned my teaching certificate, and after years of saving money and through a first-time homebuyers program for teachers, bought a house six years ago. After seeing what happened in Storrs – the traffic, the parties, the trash – I chose to NOT buy a home there. I did want to stay in Mansfield to be close to family and to keep my kids in their schools. I was able to afford a modest, 1800 square foot home on Olsen Drive, which is located about 3 miles from campus, near the intersection of Mulberry and Chaffeeville Roads. I saw Olsen Drive as the perfect place to raise my family – it is a cul-de-sac, away from busy traffic of UConn, an easy bike ride to the library, and trails through the woods lead to the Lion's soccer fields where we spent a lot of our time. We settled in, I was licensed as a foster parent, and three years ago, we welcomed a scared little girl into our home, and she began to join in the idyllic moments of childhood and family that include basketball in the driveway, walking the dog in the woods, and riding bikes around Olsen Drive. A year and a half ago we legally became her "forever family".

One year ago, the house next door became a student rental. People shouting outside or loud parties occasionally awaken us in the night, and frequently 4-5 cars are parked at the house overnight – including one that is regularly parked in the road. Because Olsen Drive is narrow and curvy, a parked car in the road makes it dangerous for my daughter ride her bike alone now, and we had to delay her plans to start a neighborhood dog-walking business.

When I expressed my concerns about the number of cars to the owner, I was told that it is just a girlfriend who sleeps over sometimes. I responded that it is actually more frequent than "sometimes", and for several nights in a row. To this she responded, and I am quoting directly: "When we sell the house, there is always a chance that the large family would move in due to the low selling price (we had a short contract a couple of years ago with a family with 5 children who would have been teenagers and all driving by now)! And on top of that they could have had their friends over with the cars." I found this response to be an unacceptable slap in the face, and complete shrugging of responsibility.

I am horrified by how the lack of regulation in the past destroyed neighborhoods in Storrs. It was horrifying to witness what family and friends in Storrs have had to live through. Now it is horrifying to see student rentals creeping into neighborhoods like mine further from campus, knowing what could become of that if something isn't done to regulate them for the well being of Mansfield families. The Town of Mansfield has the opportunity now to learn from past mistakes and exercise its duties as government to enact regulations that regulate behavior in order to preserve the quality of life of Mansfield families.

Sincerely,

Rebecca E. Aubrey

August 8, 2016

Town Council
Town of Mansfield
Audrey P. Beck Municipal Building
Four South Eagleville Road
Mansfield, CT 06268

Council Members:

Subject: Mansfield Housing Issues

As I listened July 25 to those who spoke about the housing issues and proposed and present ordinances, I was struck by the fact that what you have in front of you is a Gordian knot. Speaking for myself, I have been a renter, a landlord in Mansfield and am now solely a residential homeowner, and I sympathize with how difficult an issue this will be to resolve.

You are dealing with four entities: (1) individuals who want to rent a home here; (2) owners – landlords -- not residing at the property they are leasing; (3) UConn, the central character, fostering a housing shortage; and (4) individuals who purchased a home in Mansfield to live in themselves. Home purchases in peaceful, well-cared-for neighborhoods are viewed as long-term investments; residents are finding their venture is tarnished because of far too many eyesores in their community.

Re the landlords: I can testify that to be a conscientious landlord is a lot of work. Many of Mansfield's property owners, who buy a home to lease to others, are diligent. However, there are several who diminish the efforts put forth by those who are hard working. All one has to do is drive down Hunting Lodge Road. Instead of a road of attractive, small homes with individual architectural charm, one is faced with a down-at-the-heels, unappealing neighborhood. Most of the homes have absolutely no curb appeal and are eyesores: neglected landscaping, unpainted building surfaces, mold-covered roofs, etc. If you are among landlords whose properties fit this description, step up your game: form a co-op, hire a landscaper, employ a building maintenance crew to spruce up your real estate holdings. If you take great care of your property, your tenants might also have more respect for their home.

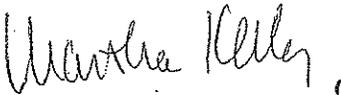
Re the town: Landlords need to be part of the solution, which should neither be adversarial nor punitive. It is important that you meet with them (or designated representatives) and design appropriate measures to ensure that our neighborhoods are not blighted and also enable them to carry out their business. It is in their interest that their investments appreciate, and a run-down neighborhood hurts their property values as well. UConn also needs to be entailed in this issue.

Re a reason for the need of off-campus housing: Many colleges limit student off-campus housing. If UConn insisted that first-year through third-year students live on campus (unless there is a compelling reason), the demand for off-campus residency would be alleviated.

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Actually, I do not believe they have been a central part of this conversation, and they should be — because their policies have spawned a record need for renting off-campus homes. This reminds me of their stance regarding student conduct during former Spring Weekends. Because excessive partying was expected student behavior (and, reportedly, quite difficult to temper), every May the town and state spent considerable time, energy and money trying to ensure safety and some order. It was not until a tragedy occurred that UConn really put forward stringent controls which have pretty much curtailed years of out-of-hand partying. Now it is time for UConn officials to truly revise their on- and off-campus housing policies.

Thank you.



Martha Kelly
29 Bundy Lane
Storrs, CT 06268

Note: I am speaking as a private individual, not as an elected member of Mansfield's preK-8 Board of Education or any of its associated committees. MK

Justin Gorton
One Dog Lane
Storrs, CT 06268
August 08, 2016

Paul Shapiro, Mayor
Town of Mansfield
Audrey P. Beck Municipal Building
4 So Eagleville Road
Mansfield, CT 06268

Dear Mayor Shapiro,

I'd like to again bring up the off-street parking ordinance and ask the same question I posed at the last town meeting. According to the town code's off street parking ordinance, "The town and town council finds that motor vehicle parking at numerous residential rental properties has created, on a regular and frequent basis, unsafe, blighted and congested conditions and other negative neighborhood impacts on the town." If a person visiting a rental property has too much to drink and makes the responsible decision not to drive, they could be subject to a \$90 ticket. If that person wants to avoid that \$90 and decides to drive home, they are now in a more dangerous situation than anyone would have been if the car had stayed in the driveway. What if that person got in an accident and died? All because of the possibility of a \$90 ticket. Due to this ordinance, people's lives are at risk. Do you think someone's life is worth \$90 in revenue? Not only that, but anyone on or near the road is now at risk simply because, at some point, someone thought that having a fifth car in a driveway, regardless of space, is dangerous.

Councilman Shaiken, I understand that you're currently looking for tenants to rent two of the bedrooms in your home. I'm not familiar with your driveway but your craigslist ad describes your house as, "not a party house, but friends and family are welcome." You also advertised "plenty of driveway parking." Mr. Shaiken, based on these excerpts from your advertisement, would you be okay with more than three cars in your driveway if the situation arose where that was necessary? Do you think that that's safer because you live there? Mr. Shaiken do you think that your possible future tenants are better than me? Do you think that your possible tenants should have different rights than I do simply because you also live in the house? Mr. Shaiken maybe you want to get this passed as quickly as possible so as not to inconvenience your tenants during their lease periods. Oh wait, none of these ordinances would apply to you. I find this to be a serious conflict of interest as Mr. Shaiken is able to vote on public policy that allows him to advertise certain things about his rental property that undoubtedly give him an unfair competitive advantage in the rental property market.

As the man whom Mayor Shapiro forgot about at the last town meeting mentioned, there is an article in the town code that says that non rental property residents can be subject to citation and/or fine for parking their cars on their lawn but only if there is a complaint made about it. What an excellent point. The fact that the town can go around to, what they refer to as "targeted" rental properties, and write these tickets, regardless of the receipt of a complaint is further proof of the discrimination propagated by these ordinances. What non-rental resident is going to file a complaint against a neighbor that they know for having a few cars on their lawn? Probably none. City Manager I'm sure those statistics are available and I'd love to know what they are so perhaps you'd be able to share those with us at the next town meeting. I'd also go so far to say that no students living in a rental property are going to file a complaint against a resident for that because they wouldn't be bothered by it.

I'd like to speak a little bit about how the town enforces this disgustingly unsafe ordinance.

A very good friend of mine who lives at 708 Middle Turnpike is a victim of sexual violence. She lives on the first floor and she has a spectacular view of her driveway from her bedroom. Imagine how she would feel if she saw someone taking pictures of her from outside of her house. How could you possibly be okay with putting her through that? It is inevitable that, out of the 13,481 students living in some type of off-campus housing, someone living in a rental property has been a victim of some type of sexual assault. According to the National Sexual Violence Resource Center, nearly 5% of college women are victimized during any given calendar year. If we assume that 50% of those people living off campus are women, then there are 337 women living off campus who have been sexually victimized just in the last year alone. And you think it's a good idea to potentially have people outside of one of these women's houses taking pictures? The CDC released "Prevalence and Characteristics of Sexual Violence, Stalking, and Intimate Partner Violence Victimization — National Intimate Partner and Sexual Violence Survey." In 2011, when the study was conducted, the CDC found that an estimated 15% of women had been victims of stalking at some point in their life. After extrapolation and correction for the ages of the demographic in question, you have a very similar number of women who could have been victims of stalking. Again, do you think that these people would enjoy having strangers taking pictures of the cars in their driveway and the outside of their house? I'm going to quote the town council now: "the current method of counting cars at rental properties is imperfect." That is the only part of these amendments that holds any justifiable merit. The town council's method of enforcing the ordinance is broken. The ordinance itself is broken.

The Mansfield Neighborhood Preservation Group (hereon will be referred to as MNPG) has 2 goals

- convert rental properties into single family residences
- reduce the density of rental properties in neighborhoods

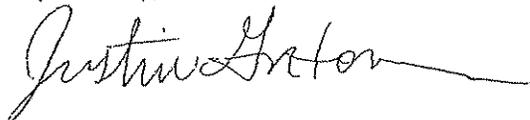
The only way that these goals would have a positive impact on the majority of residents in the town of Mansfield is if UConn admitted fewer students. I'm sure we're all aware of the funding situation at the university and admitting fewer students just isn't going to happen. UConn, as the largest state school in New England, is inevitably going to continue growing in size, both in population and area. With that in mind, if the Mansfield Neighborhood Preservation Group achieves their prejudicial goals, there will be an awful lot of students that won't have anywhere to live. I'm from Pennsylvania and if I weren't able to find housing my senior year because the Mansfield Neighborhood Preservation Group achieved their actual goal of removing college students from their off-campus homes, I'd be out of luck. I'd have to sacrifice my senior year of college because of a vocal minority's generalization of UConn students that live off campus. I'm sure, as governmental officials, you are all familiar with the terms "vocal minority" and "silent majority." Analysis done by Wellesley College suggests that "in particular occasions, where stakes are high and public opinion can shift in the space of hours, the largest amount of user-generated data (the study done by the Mansfield Neighborhood Preservation Group that holds no statistical or scientific merit) is authored by a group of dedicated users, the "vocal minority", who go at great lengths to create the impression that they and their opinions are the majority. While this happens, the real majority remains silent and contributes to the conversation sporadically, mostly after an important event has concluded." A perfect example of this is the Mansfield Neighborhood Preservation Group's supposed study of the negative impact that UConn has on the town of Mansfield. This is a direct quote from a Daily Campus article from this past April: "An informal study by the Mansfield Neighborhood Preservation Group found UConn's off-campus student population had the 11th-highest impact of the 55 major public universities evaluated. The group considered the impact of off-campus students on the total populations of the towns or cities where their main campuses are located." Number one, an informal study? So right off the bat, we can conclude that, due to the informal nature of the study, it holds no scientific, nor statistical merit. Secondly, the figures found in the study mention nothing about the nature of the impact so what we have here is people with no association to the study making unsubstantiated inferences based on its results. A direct quote from Ms. Rebecca Shafer of the MNPG regarding whether or not the study took certain variables into account reads: "I think it's slight, because I think every (university's) set of data is probably taking into consideration the same things." I think this because I think that and probably also this. The claims being made here are completely based completely on bias and the attempt by the vocal minority to make the numbers suit their needs. What you, the town council is seeing here, is nothing short of radical lobbyists taking advantage of the fact that the majority of the residents of the town of Mansfield, aren't aware of just how discriminatory these ordinances are. I can guarantee that this silent majority won't stay silent for much longer. Off campus students are slowly becoming familiar with these discriminatory ordinances that are currently in place, and zero of these students feel that the ordinances are fair.

Councilman Shaiken, you said at the last town meeting that these amendments are simply language changes to fix technicalities within the ordinances. Perhaps the council needs to consider amending not just the semantics of the ordinances but also the general body of them. Mr. Shaiken you also said that you wanted to get this out of the way as quickly as possible so as not to inconvenience people in the middle of a lease period. There are two problems I have with this. Number one: any tenant moving into a rental property has already signed a lease. Number two: these ordinances have been inconveniencing tenants of rental properties and their landlords for the entire time that they've been around. Perhaps the council should take their time and propose legitimate solutions to the problems they, you all sitting behind that desk, have knowingly imposed on one particular demographic group within your constituency.

UConn has 13,481 undergraduate and graduate students living off campus. This is 54.9% of Mansfield's population of 24,588, according to the Mansfield Neighborhood Preservation Group. Mayor Shapiro, you said, yourself, at the last town council meeting that you want to hear from everybody. It is impossible to do that when the majority of your constituents, the people that elected you all to these positions aren't present. I'd like to read a portion of the minutes from the Ad Hoc Committee on Rental Regulations meeting on July 25th: "M. Ninteau explained that staffing levels have been reduced for the summer months but would be increased and site inspections for overcrowding would be continued in mid-August." So you on the town council know that the people living in rental properties aren't around, yet some of you still believe that getting these amendments passed as quickly as possible is a good thing. All this tells me is that you know that people would oppose these changes and you don't want to give them the opportunity to participate in this discussion even though it directly affects them.

In my opinion, as a government of the people, by the people and for the people, you have an obligation to look at these ordinances from an unbiased perspective. You have an obligation to hear from the people that you represent, the same people that are affected by these ordinances. When the founding fathers wrote the words "all men are created equal" I doubt that they meant "all men are created equal unless they are landlords or tenants of rental properties." I'd like to close with something that Mr. Craig Marcus said at the last town meeting, we aren't looking for special treatment. We just want to be treated equally.

Respectfully,



Justin Gorton

74 Lynwood Road, Storrs
August 8, 2016

To the Mansfield Town Council:

My name is Joan Seliger Sidney. My husband, Stuart Jay Sidney, and I live at 74 Lynwood Road. Both the house next door and the one across the street have become student rentals, as well as one up the street and two around the block. As Storrs residents since 1972, we are very concerned about our family neighborhoods becoming UConn fraternity houses and dorms.

Over 400 homes have already become student rentals, with more every week. For example, in Tuesday's *The Chronicle Homes*, Ferrigno Realtors listed twelve houses, 10 in Storrs and 2 in Mansfield as "SOLD." Most sold for low \$200,000 or less, driving down our property values, with ads like "GREAT INVESTMENT PROPERTY NEAR UCONN!....ready for you to start making money!" Another, "One of the few grandfathered 4 bedroom rentals. INVESTORS TAKE NOTICE!"

Many of these landlords are collecting \$3-4,000 per month from each of their student rentals. Since these are obviously businesses, they should be taxed as businesses, Representative Gregg Haddad and I agreed in conversation this past week. With these exorbitant rents, unless they're prepared to immediately purchase a house, incoming faculty, staff, and other newcomers cannot afford to live in Storrs/Mansfield.

Another concern is the increased traffic and speeding as these students hurry to classes or their friends come to drink and party, making our curvy roads more dangerous for wheelchair walkers, older residents, and especially young children. Why can't these students obey our speed limits? Why are they and/or their drunken partyers bashing our mailboxes a few times a year?

Many undergraduates don't have the maturity to safely live off-campus. Isn't that why UConn has so many RAs in the dorms? In my walk around the block this noon, I met a student moving into the second house from the top of Lynwood. He's a UConn sophomore. Why aren't he and his young housemates in a campus dorm?

Have you seen this photo of undergraduates drinking on the roof of a rental on Hunting Lodge Road? If they fell and got hurt, could they sue our Town? (see attached)

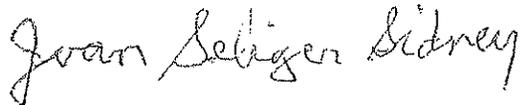
We are also tired of the yearly turnover. Students who move in and out each academic year have no interest in getting to know their neighbors. They have never come to our annual block party. We are losing neighborhood stability as well as the possibility of long-time friendships.

Our quality of life is important! These are our homes. Our lifetime savings are in these homes, whose value is depreciating dramatically. Only rental landlords are

eager to buy houses next door to student renters. Look at Hunting Lodge Road, the disastrous loss of a family neighborhood turned into a slum.

We need these new ordinances to improve enforcement and close loopholes to avoid out-of-control house-grabbers and students from destroying our Town.

Thank you for addressing this issue on our behalf, the permanent residents.

A handwritten signature in cursive script that reads "Joan Seliger Sidney". The signature is written in black ink and is positioned above the printed name.

Joan Seliger Sidney

August 8, 2016

Jody Bailey
9 Old School House Road
Storrs, CT

Old School House Road is a small neighborhood at the corner of South Eagleville Road and Route 32, directly behind the old school house.

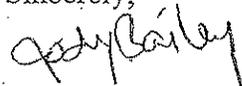
Our house was built in 1995, along with most of the 12 homes on our cul-de-sac. Of these, 6 families are the original owners and occupants, so they have been our neighbors for over 20 years. The children of these families rode their bikes, waited for the bus, and graduated from school together with our children. Their parents are the ones who watch over our house when we go on vacation, and with whom we share garden vegetables. We have enjoyed a very positive culture of community and cooperation.

In 2005 one of the homes was sold, and it has since become a rental property to college students. Then, in 2010, the house directly next door to this property was also sold to an investor, and is now also a property which rents to students. The houses are set back from the road, and share a driveway, which is adjacent to our driveway. There is a constant stream of cars going back and forth, sometimes going very fast, which troubles us, since there are pets and children here. There is constant turnover of tenants, who are not invested in or committed to the neighborhood.

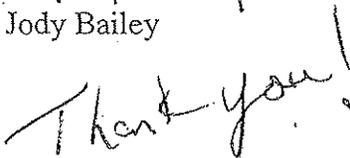
Our concern is the fact that there is currently no limit to the number of rental properties allowed on one street. If the number of rentals homes increases, we are very worried about losing the stable neighborhood which we have enjoyed. Our children have grown and moved on, and we are looking forward to retirement some day. We may retire here, since we have grown to love our home, neighborhood, and the town. Or, we may decide to move to a warmer climate, or closer to family. Having any more rental homes to students will adversely affect either of our choices, since our positive neighborhood culture would be further eroded, if we decide to stay, and the selling price of our property would be directly negatively impacted, if we choose to sell.

We hope that you vote to make amendments to the housing code to prevent more rental homes to students in neighborhoods in Mansfield.

Sincerely,



Jody Bailey



To: Town Council
From: Rebecca Shafer, Mansfield Neighborhood Preservation
Date: August 8, 2016
Re: Change in Ordinances/Student Petition

I took a few minutes to read the comments written in the landlord's petition. It is not about how tenants can be better neighbors and blend in with the neighborhoods, it is more about how "these are the best party years of our lives, that's what we want to do and you shouldn't be spoiling it for us."

Fortunately, the vote tonight is not about whether to provide more hookah pipes, beer funnels and belly-button shots. It is about how we can provide the permanent residents of our town with the peace and quiet to which they are entitled.

The Supreme Court in *Village of Belle Terre v. Borass*, has said that "a quiet place where yards are wide, people few, and motor vehicles restricted are legitimate guidelines in a land use project addressed to family needs. This goal is a permissible one....it is ample to lay out zones where family values, youth values, and the blessings of quiet seclusions and clean air make the area a sanctuary for people."

**PULLMAN
& COMLEY LLC**
ATTORNEYS

Diane W. Whitney
90 State House Square
Hartford, CT 06103-3702
p 860 424 4330
f 860 424 4370
dwhitney@pullcom.com
www.pullcom.com

August 4, 2016

Via E-Mail

Matthew W. Hart, Town Manager
Town of Mansfield
Audrey P. Beck Municipal Building
4 South Eagleville Road
Mansfield, CT. 06268

Re: Student Rental Housing Issues

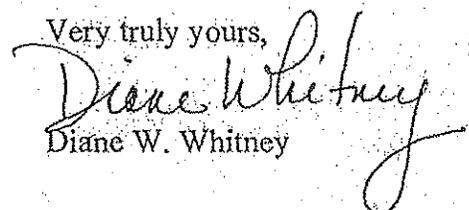
Dear Mr. Hart:

I represent Ryan McDonald and others landlords who own residential property in Mansfield that they rent to University of Connecticut students. I understand that there is concern at this time with some of the conditions put on that property, the ordinances that apply to it, and the way that the restrictions are enforced. Rather than continue to have enforcement issues that tax your municipal resources and frustrate both the landlords and their neighbors, I would welcome the opportunity to work with all interested groups in this matter to see if a more permanent and effective solution could be reached that would satisfy the concerns of all interested parties.

To facilitate that process, would it be possible to postpone the hearing scheduled for August 8th, and also postpone any hearings to be held in the next few weeks on enforcement matters so we could try to fashion such a solution? I cannot honestly tell you how long that process might take, but I can pledge that my clients and I are ready to start the process immediately and have no interest in prolonging it. If you would identify those parties you think should be involved in this effort, that would help us get started quickly.

I hope that all parties will be interested in taking advantage of this opportunity and that we can work together to arrive at a solution that will be helpful to all. Please feel free to call me if you have any questions about this request.

Very truly yours,


Diane W. Whitney

John E Murphy
P.O. Box 436
199 Browns Road
Mansfield Center, CT 06250
860-377-7166—jmurphy527@aol.com

August 7, 2016

To: Mayor Shapiro and Members of the Mansfield Town Council
Members of the Planning and Zoning Commission
Re: Proposed Changes to Zoning Ordinances + UConn Action Request

I offer strong support for voting in favor of the proposed zoning ordinance changes tonight. I attended the recent hearing and it was clear to me that the majority of comments were in favor of this effort to resolve existing loopholes and differences between the building code and zoning regulations.

To my knowledge most of the speakers in opposition had clear personal financial interest in maintaining the status quo. These properties are *businesses*—and any new fees or requirements that new rules will create are appropriate costs of doing business, and regardless, owners will continue to earn a profit from their activity. It will be a matter of degree. I have no problem with profit at all—but in these cases it must be balanced and responsible.

There is no need—at all—to wait until students return for fall classes. The proposed changes are targeted for property owners and landlords and their behaviors, not tenants. They are not relevant to students and have only ancillary impact on their lives.

This matter has been reviewed all year and it is time to correct and rectify the cause of many problems now. These minor changes are urgently needed to protect our status quo before it disappears and the forces of development continue to steamroll our community.

And in a related matter I ask members of the Town Council to join me and other residents who are taking our case for town preservation directly to the University of Connecticut and its Board of Trustees. The single most powerful and sustainable long-term solution for the space needs of UConn is its own Depot Campus. UConn continues to make only marginal use of this huge parcel of adjacent land—and it always claims that this is due to the high costs of cleanup and remediation of toxics in that environment. It is time to finally bite the bullet and clean it up! I say use it for new student housing and move the Greeks back to campus—and stop forcing students to move off campus.

The university has received billions in public investments and the UConn Foundation is a powerhouse for fundraising. There are resources for such a cleanup and money could be raised if this was made a priority. As a public land grant institution UConn should fully honor and respect the legacy of the Storrs Brothers who gave their land for the school so many years ago. What would they think of what they would see in this area today?

I also understand UConn has ignored the request from Mayor Shapiro to reconsider plans to install an open greenway at South Campus instead of adding badly needed student housing. This is unfortunate. What are the real priorities? Doing nothing with the Depot Campus is like fiddling while Storrs burns—and I can smell the sulfur. So I ask the Town Council to discuss this strategy and consider asking UConn to be part of the only real long-term solution and not continue to be part of the problem. Thank you.

A handwritten signature in black ink, appearing to be 'John' or similar, written in a cursive style.

Ryan McDonald
Landlord, 78 Lynwood Road
P.O. Box 68
Mansfield, CT 06268
August 08, 2016

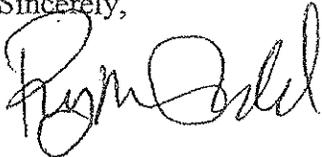
Paul Shapiro
Mayor
Town of Mansfield
Audrey P. Beck Municipal Building
4 So Eagleville Road
Mansfield, CT 06268

Dear Paul Shapiro:

Please see attached letter from my past tenants of 78 Lynwood Road. They request for their letter to be entered into the official minutes at the Town Council meeting tonight, Monday, August 8th, 2016.

Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan McDonald". The signature is written in a cursive style with a large initial "R".

Ryan McDonald
Landlord, 78 Lynwood Road

CC: Matt Hart, Town Manager; Maria Capriola, Assistant Town Manager; Michael Ninteau, Director Building and Housing Inspection; Linda Painter, Director of Planning Development

Dear Town of Mansfield Town Council,

I am a former resident of 78 Lynwood Road and I wanted to chronicle some of the behavior and actions of my neighbors while my housemates and I lived in this residence over the past year. I wish to provide you with some honest experiences so students in the future do not have to go through what we went through in hopes that there may be better relations between students and residents of the Town of Mansfield.

Throughout the year my housemates and I were constantly subjected to neighbors violating our privacy, including people stopping outside and taking pictures of our house and our cars. This harassment, which we suspected was happening, became even more extreme when a picture of our house was posted as the cover photo on the "Mansfield Neighborhood Preservation" Facebook page. We were dubbed the "house of shame" on this Facebook page, having at the time received no contact or complaints from any of the neighbors. The picture was in fact a picture of our house on a weekend afternoon with some friends parked in the driveway, doing no wrong. Weeks later, we received complaints relayed from our landlord that our neighbors were bothered by the amount of cars in our driveway. We were shocked to see the lengths they would go through just to see us get in unwarranted trouble with the Town. The extra cars were often times housemate's girlfriends sleeping over or friends who were unable to drive and decided to stay over – none of which is of any business to anyone in the neighborhood or of the Town of Mansfield Housing Authority.

This harassment continued throughout the school year and over Winter break though we never threw parties and never had the police called on us. Eventually our landlord received Zoning Violation Citations from the Town, when a friend or girlfriend would sleep over, which ends up on our shoulders per our lease. The Town used this as a means of wrongfully punishing our landlord of housing more tenants than is allowed just to appease the constant calls and emails from our neighbors who were bothered by our comings and goings. After receiving the first ticket for \$150, I called the town to notify them that 6 cars were allowed in our parking plan and therefore they couldn't ticket us for something that was legal. The person at the Town office apologized and rescinded the ticket. After this, the neighbors would not back down, and continued making sure we got in trouble. We were issued another \$150 ticket a few weeks later for the same reason as the first. There was no physical evidence, nor documentation of 6 people living in the house but because some neighbors told the town that there was based on the number of the cars parked there, we were wrongfully issued another ticket.

At this point none of our neighbors had yet tried to talk to us about the issue, though we constantly made efforts to reach out and be open to hear concerns in order to solve the problem diplomatically. We felt as if we had our privacy invaded and that we were being told that we couldn't live freely and let our friends or girlfriends stay the night as we so pleased. The imposing and sometimes illegal behavior by our neighbors was disturbing. The fines that our neighbors "succeeded" on placing on landlords are passed onto the tenants and cause further financial burden for the lot of us. I implore the Town of Mansfield be more open about these

issues and not allow non rental property residents to subject students to this type of harassment in the future.

Sincerely,

Samuel Julien and the tenants of 78 Lynwood Road

Good afternoon,

My name is Gregory Nicholson and I am senior at the University of Connecticut. I extend my sincerest apologies for not being able to come and speak to you myself, but I have made previous obligations that do not allow me to attend tonight's meeting.

The issue we have at hand here that affects so many students and is why I wrote this is that 3 unrelated people living in a house is not allowed in Mansfield, however, if more than 3 people are living together that are related it is fine.

For those of you that do not know, to live on campus at the University of Connecticut, room and board, ranges from \$12,436 (at the cheapest) to \$16,994. That breaks down to an average of \$1,036-\$1,412 a month. And we still are not considering tuition and books into that equation either. That, for any college student is ridiculous and is why those with the opportunity to move off campus do in an attempt to save money. However, with a rule in place that only allows 3 unrelated people to live together, even if the house may have 5 bedrooms, does not allow for a majority, if any, college students to save money.

Based on a study conducted in 2012 by CERC (Connecticut Economic Resource Center), the percentage of residents in Mansfield that fall into the age 18-24 groups, which is mainly all college students, is 52%. With such a large majority of students making up the population in this area, we should have a say in what is going on and assist in the making these rules, because there is not student here that would be fine with this. We are being discriminated against, it is against the law, and something needs to be done.

In Title 46a-58 of the CT General Assembly it states that,

“a) It shall be a discriminatory practice in violation of this section for any person to subject, or cause to be subjected, any other person to the deprivation of any rights, privileges or immunities, secured or protected by the Constitution or laws of this state or of the United States, on account of religion, national origin, alienage, color, race, sex, gender identity or expression, sexual orientation, blindness or physical disability.”

Further, in Title 46a-64c, it states in subsection 2 that,

(a) It shall be a discriminatory practice in violation of this section:

(2) To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, creed, color, national origin, ancestry, sex, gender identity or expression, marital status, age, lawful source of income or familial status.

Age, ancestry, familial status.....it is written in the law, that this is not allowed.

Just to clarify, If 5 unrelated college students, attempting to save money, try and rent a house off campus in Mansfield and are denied the opportunity, but a family, which most

times have people who are older the 18-24 year old age group, have that opportunity to do so, that is discrimination. The town of Mansfield is discriminating against our age range, the fact that we do not have the same ancestry, and that we do not have the same familial status. To keep these ordinances because the town of Mansfield is stereotyping every single college student as a partier, and believe we will trash a house because we are irresponsible, is not only stereotyping, but also discrimination.

Some of you may think that what I am saying is nonsense and holds no bearing in this situation. However, I had the amazing opportunity this past summer to work at a Connecticut state agency called the Commission on Human Rights and Opportunities. This agency focuses specifically on human rights and discrimination cases and is why I know that this is discrimination. I actively dealt with discriminatory cases based on gender, age, origin, sex, ancestry, familial status, and many others. I have done my own research in these areas, and I have learned enough to know that if these laws are not changing, legal action can be taken, and will be taken. To reference another ongoing issue such as this, at Quinnipiac University, the town is offering limited options for renting houses to unrelated college students in the town surrounding Quinnipiac because of the same fears the Town of Mansfield is. What is being found in these cases? Well, they are finding that the town is discriminating against these students and action is being taken. Just look it up online, there are several wonderful articles that outline the discrimination-taking place.

Residents of Mansfield, I ask that these ordinances be changed to prevent discrimination from further occurring in our town. We are in the 21st century where equality should be practiced in every aspect in the United States. I thank you for the time you have spent listening to this speech and I am again, extend my apologies for not being able to be in attendance today.

SPECIAL MEETING – MANSFIELD TOWN COUNCIL
August 30, 2016
DRAFT

Mayor Paul Shapiro called the special 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: Keane, Kochenburger (by phone), Marcellino, Moran, Raymond, Ryan, Sargent, Shaiken, Shapiro

II. PUBLIC COMMENT

David Freudmann, Eastwood Road, spoke in opposition not of the project but of the funding mechanism. Mr. Freudmann requested the Council consider issuing a supplementary tax bill instead of bonding.

III. NEW BUSINESS

1. To consider an appropriation and borrowing authorization for renovations and repairs to the Mansfield Middle School gymnasium and related locker rooms and bathrooms, to set a referendum on such appropriation and borrowing authorization if approved, and to take actions related thereto.

Town Manager Matt Hart noted that the renovations and repairs to the Mansfield Middle School were discussed during the budget season and were included in the Capital Improvement Program approved at Town Meeting.

Ms. Raymond stated, for the record, that she voted in opposition to the FY 2016/17 budget.

Director of Finance Cherie Trahan, Facilities Director Allen Corson, Superintendent Kelly Lyman and members of the Mansfield Board of Education were on hand to address any questions.

Mayor Shapiro announced that all motions would be read in their entirety and that all votes on the resolutions would be by roll call.

A) Item One

Mr. Ryan moved and Mr. Shaiken seconded, effective August 30, 2016 to refer to the Planning and Zoning Commission for review and approval, the Mansfield Middle School Gymnasium project included in the 2016/17 Capital Improvement Plan as outlined above.

The motion passed with Keane, Kochenburger, Marcellino, Moran, Ryan, Sargent, Shaiken, and Shapiro voting in favor of the motion and Raymond voting against the motion.

B) Item Two

Ms. Moran moved and Mr. Ryan seconded to approve the following resolution:
RESOLUTION APPROPRIATING \$873,000 FOR COSTS WITH RESPECT TO THE MANSFIELD MIDDLE SCHOOL GYMNASIUM AND RELATED FACILITIES RENOVATIONS PROJECT, AND AUTHORIZING THE ISSUE

August 30, 2016

OF BONDS AND NOTES IN THE SAME AMOUNT TO FINANCE THE
APPROPRIATION
RESOLVED,

~~(a) That the Town of Mansfield appropriate EIGHT HUNDRED SEVENTY-THREE THOUSAND DOLLARS (\$873,000) for costs related to renovations and repairs to the Mansfield Middle School gymnasium and related locker rooms and bathrooms, contemplated to include, but not limited to, replacement of the large and small gymnasium floor, the large dividing door, the bleachers, all exterior gymnasium doors and the score boards, renovations and potential consolidation of the locker rooms, renovations of bathrooms, installation of air conditioning, an on-demand domestic hot water system and a new sound system, relocation of electrical panels, and reconfiguration of the gymnasium equipment storage area. The appropriation may be spent for design, construction, acquisition and installation costs, equipment, materials, consultants' fees, legal fees, net interest on borrowings and other financing costs, and other expenses related to the project and its financing. The Mansfield Board of Education, or such committee to which it delegates such authority, is authorized to determine the scope and particulars of the project and to reduce or modify the project, and the entire appropriation may be spent on the project as so reduced or modified.~~

(b) That the Town issue its bonds, notes or obligations, in an amount not to exceed EIGHT HUNDRED SEVENTY-THREE THOUSAND DOLLARS (\$873,000) to finance the appropriation for the project. The amount of bonds, notes or obligations authorized shall be reduced by the amount of grants received by the Town for the project and applied to pay project costs. The bonds, notes or obligations shall be issued pursuant to Section 7-369 of the General Statutes of Connecticut, Revision of 1958, as amended, and any other enabling acts, as applicable. The bonds, notes or obligations shall be general obligations of the Town secured by the irrevocable pledge of the full faith and credit of the Town.

(c) That the Town issue and renew its temporary notes from time to time in anticipation of the receipt of the proceeds from the sale of the bonds or notes. The amount of the temporary notes outstanding at any time shall not exceed EIGHT HUNDRED SEVENTY-THREE THOUSAND DOLLARS (\$873,000). The temporary shall be issued pursuant to Sections 7-378 of the General Statutes of Connecticut, Revision of 1958, as amended. The temporary notes shall be general obligations of the Town secured by the irrevocable pledge of the full faith and credit of the Town. The Town shall comply with the provisions of Section 7-378a of the General Statutes if the temporary notes do not mature within the time permitted by said Section 7-378.

(d) The Town Manager, the Director of Finance and the Treasurer, or any two of them, shall sign any bonds, notes or temporary notes by their manual or facsimile signatures. The law firm of Day Pitney LLP is designated as bond counsel to approve the legality of the bonds, notes or temporary notes. The Town Manager, the Director of Finance and the Treasurer, or any two of them, are authorized to determine the amount, date, interest rates, maturities, redemption provisions, form and other details of the bonds, notes or temporary notes; to designate one or more banks or trust companies to be certifying bank, registrar,

August 30, 2016

transfer agent and paying agent for the bonds, notes or temporary notes to provide for the keeping of a record of the bonds, notes or temporary notes; to designate a financial advisor to the Town in connection with the sale of the bonds, notes or temporary notes; ~~to sell the bonds, notes or temporary notes at public or private sale;~~ to deliver the bonds, notes or temporary notes; and to perform all other acts which are necessary or appropriate to issue the bonds, notes or temporary notes.

(e) That the Town hereby declares its official intent under Federal Income Tax Regulation Section 1.150-2 that project costs may be paid from temporary advances of available funds and that the Town reasonably expects to reimburse any such advances from the proceeds of borrowings in an aggregate principal amount not in excess of the amount of borrowing authorized above for the project. The Town Manager, the Director of Finance and the Treasurer, or any two of them, are authorized to amend such declaration of official intent as they deem necessary or advisable and to bind the Town pursuant to such representations and covenants as they deem necessary or advisable in order to maintain the continued exemption from federal income taxation of interest on the bonds, notes or temporary notes authorized by this resolution, if issued on a tax-exempt basis, including covenants to pay rebates of investment earnings to the United States in future years.

(f) That the Town Manager, the Director of Finance and the Treasurer, or any two of them, are authorized to make representations and enter into written agreements for the benefit of holders of the bonds, notes or temporary notes authorized by this resolution to provide secondary market disclosure information, which agreements may include such terms as they deem advisable or appropriate in order to comply with applicable laws or rules pertaining to the sale or purchase of such bonds, notes or temporary notes.

(g) That the Town Manager, the Director of Finance, the Treasurer, and other proper officers and officials of the Town are authorized to take all other action which is necessary or desirable to complete the Project and to issue bonds or notes and temporary notes to finance the aforesaid appropriation.

Mayor Shapiro offered a technical amendment to subsection (c) of the resolution adding the word "notes" to the third sentence following the word "temporary". The amendment was seconded by Mr. Ryan. The motion to amend passed with Keane, Kochenburger, Marcellino, Moran, Ryan, Sargent, Shaiken, and Shapiro voting in favor of the amendment and Raymond voting against the amendment. The sentence now reads, "The temporary notes shall be issued pursuant to Sections 7-378 of the General Statutes of Connecticut, Revision of 1958, as amended."

The resolution, as amended, passed with Keane, Kochenburger, Marcellino, Moran, Ryan, Shaiken, and Shapiro voting in favor of the resolution and with Raymond and Sargent voting against the resolution.

C) Item Three

Mr. Shaiken moved and Ms. Moran seconded to approve the following resolution:

August 30, 2016

RESOLUTION ESTABLISHING A REFERENDUM FOR THE MANSFIELD MIDDLE SCHOOL GYMNASIUM AND RELATED FACILITIES RENOVATIONS PROJECT, AND AUTHORIZING THE ISSUE OF BONDS AND NOTES IN THE SAME AMOUNT TO FINANCE THE APPROPRIATION
RESOLVED,

(a) That pursuant to Sections 406 and 407 of the Town Charter the resolution adopted by the Council under Item #2 of this meeting, appropriating \$873,000 for costs with respect to the Mansfield Middle School Gymnasium and Related Facilities Renovations Project, and authorizing the issue of bonds, notes and temporary notes to finance the appropriation, shall be submitted to the voters at referendum to be held on Tuesday, November 8, 2016 in conjunction with the election to be held on that date, in the manner provided by said Charter and the Connecticut General Statutes, Revision of 1958, as amended, including the procedures set out in Section 9 369d(b)(2) of said Statutes, and in accordance with "Ordinance Regarding the Right of Voters Who Are Not Electors to Vote at Referenda Held in Conjunction with an Election", adopted by the Mansfield Town Council on August 25, 1997.

(b) That the aforesaid resolution shall be placed upon the paper ballots or voting machines under the following heading:
"SHALL THE TOWN OF MANSFIELD APPROPRIATE \$873,000 FOR THE MANSFIELD MIDDLE SCHOOL GYMNASIUM AND RELATED FACILITIES RENOVATIONS PROJECT, OF BONDS AND NOTES IN THE SAME AMOUNT TO FINANCE THE APPROPRIATION?"
Voters approving the resolution will vote "Yes" and those opposing said resolution shall vote "No".

(c) That the Town Clerk shall publish notice of such referendum vote as part of the notice of the election to be held on November 8, 2016. Absentee ballots will be available from the Town Clerk's office.

(d) That, in their discretion, the Town Clerk is authorized to prepare a concise explanatory text regarding the resolution and the Town Manager is authorized to prepare additional neutral explanatory materials regarding the resolution, such text and neutral explanatory material to be subject to the approval of the Town Attorney and to be prepared and distributed in accordance with Section 9-369b of the General Statutes of Connecticut, Revision of 1958, as amended.

The resolution passed with Kochenburger, Marcellino, Moran, Ryan, Shaiken, and Shapiro voting in favor of the resolution and with Keane, Raymond and Sargent voting against the resolution.

IV. ADJOURNMENT

Mr. Shaiken moved and Mr. Ryan seconded to adjourn the meeting at 7:52 p.m. The motion passed unanimously.

Paul M. Shapiro, Mayor

Mary Stanton, Town Clerk

August 30, 2016



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MH*
CC: Maria Capriola, Assistant Town Manager; Mary Stanton, Town Clerk
Date: September 12, 2016
Re: Naming of the Town Square

Subject Matter/Background

As you are aware, at its August 8, 2016 meeting the Town Council authorized the appointment of an ad hoc committee to receive public input and to recommend a name for the town square. Councilors Marcellino, Ryan, and Sargent were appointed to the ad hoc committee.

The Ad Hoc Committee on Naming of Town Square met on August 25, 2016. The Committee unanimously agreed to recommend to the Council that the town square be named *Betsy Paterson Square*. The attached minutes from the committee meeting detail the reasons behind this recommendation.

Recommendation

If the Council is in agreement with the Committee's recommendation, the following resolution is in order:

RESOLVED, effective September 12, 2016, to approve the recommendation of the Ad Hoc Committee on Naming of Town Square and to name the town square the Betsy Paterson Square.

Attachments

- 1) 8/25/16 Minutes of the Ad Hoc Committee on Naming of Town Square

Ad Hoc Committee on Naming of Town Square
August 25, 2016

1. Call to Order

Chair Bill Ryan called the special meeting of the Ad Hoc Committee on Naming of Town Square to order at 6:00 p.m. in Room B of the Audrey P. Beck Building.

Present: Mr. Ryan, Mr. Marcellino

Absent: Mr. Sargent

Also Present: Mayor Paul Shapiro

2. Opportunity for the Public to Speak

No comments were offered.

3. Review of Charge from the Town Council

Mr. Ryan noted that as part of the discussion of the motion to create this ad hoc committee at the August 8, 2016 Council meeting, the Mayor stated that the purpose of the committee is to recommend a name for the Town Square to the Council

4. Review and Consideration of Potential Names

Mr. Marcellino moved and Mr. Ryan seconded to recommend to the Council that the Square be named Betsy Paterson Square.

Hearing no other suggestions the Chair requested a vote on the original motion.

The motion passed unanimously.

Mayor Shapiro stated that Betsy Paterson was the most critical person in the development of the Square from the beginning to the end. Ms. Paterson went to conferences to learn about other university town centers and worked on identifying possible sources of funding even during the 2007/2008 financial crisis. The Mayor said that Ms. Paterson had the vision to realize that the future of the Town depended on doing something with this piece of land and made it happen.

Chair Ryan commented that during other street naming processes he suggested and supported not naming streets in honor of those still living but in honor of historic figures in Mansfield. This is not a rule, and in this case Mr. Ryan is in support of an exception as Ms. Paterson was a driving force in the development of Storrs Center for the 18 years she served on the Council, 16 of which were as Mayor. Mr. Ryan stated that he can't think of a more worthy figure for this honor.

5. Adjournment

Mr. Marcellino moved and Mr. Ryan seconded to adjourn the meeting at 6:10 p.m.

The motion passed unanimously.

Respectfully submitted,

Mary Stanton
Town Clerk



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager; John Carrington, Director of Public Works; Derek Dilaj, Assistant Town Engineer; James Welsh, Legal Counsel
Date: September 12, 2016
Re: WPCA, Proposed Sewer Service Agreement between Town of Mansfield and University of Connecticut

Subject Matter/Background

The Town Council last discussed this item at its July 25, 2016 meeting. I am happy to report that staff has been able to negotiate some changes requested by the Council to the proposed agreement with the University. The details of those changes are listed in the Proposed Revisions section of this memorandum.

The new service agreement is needed to replace the 1989 Sewer & Water Service Agreement between the Town and UCONN (see attached). The 1989 agreement is dated and does not include wastewater infrastructure that the Town has constructed for Storrs Center and plans to construct for the Four Corners. In addition, the 1989 agreement provides limited protection for Mansfield, as it may be terminated by either party within 60 days of the January 1st anniversary date.

In 2014 the Town executed a Water Supply Agreement with the Connecticut Water Company, and that agreement governs the provision of water supply service to off-campus customers served by the UCONN system.

The proposed sewer service agreement with UCONN is more comprehensive than its 1989 predecessor and is similar in many ways to the Town's sewer agreement with the Town of Windham. Some important elements and benefits of the proposed agreement with UCONN are as follows:

- The agreement guarantees a maximum flow for Mansfield, referred to as the "Mansfield Reserve Allocation," in which 18% of the treatment capacity of the UCONN sewage plant would be reserved for Mansfield. This 18% reserve equates to 540,000 gallons per day (GPD) and should be sufficient to meet the Town's current and future anticipated demand, consistent with our Plan of Conservation and Development, *Mansfield Tomorrow* (Section 6).

- The agreement clearly delineates what infrastructure is owned by Mansfield and which elements are owned by UCONN. The agreement contemplates that the Town will acquire ownership of certain off-campus infrastructure over a period of time (Section 2).
- The agreement ensures some degree of consistency between the Mansfield and UCONN sewer use regulations, while recognizing that the Town has the discretion to adopt more stringent regulations (Section 3).
- The agreement outlines how system connections will work in the future, providing the Town with more autonomy and reducing UCONN's role in approving off-campus connections (Section 4).
- The agreement provides more clarity on how UCONN's sewer fees will be set, and how the fee schedule will work in conjunction the annual budget process. Each year of the contract UCONN will provide the Town with an annual statement and its five-year capital plan, providing the Town with better data for its budgeting purposes (Section 9).
- Various sections of the agreement speak to the need for the parties to continue to work in a collaborative manner on issues such as service connections, budgeting, and regulatory compliance.
- The initial term of the agreement will run for five years, with the opportunity to renew for two successive five-year terms (Section 10).

Financial Impact

As stated above, the agreement will provide more clarity on how UCONN's fees to the Town are established. Going forward, UCONN will incorporate a percentage of its capital costs into the fees; this percentage would be based on the Mansfield Reserve Allocation of 18%. UCONN has not previously included capital costs into its sewer use charges and has subsidized these expenditures through the University's operating budget. By contrast, the Town has long included the Town's capital costs and depreciation into its own sewer use charges, which is considered a best practice.

The Town would plan to use its UCONN Sewer Fund, established as an enterprise fund, to account for revenues and expenditures related to the proposed sewer service agreement. Using UCONN's projected budget and five-year capital plan, we have calculated an all-inclusive charge of \$5.75 per 100 cubic feet (ccf) for FY 2015/16, which would represent a decrease from FY 2014/15 for most users.

In future years, plant improvements and other infrastructure needs will impact the Town's sewer use charges. Building a fund balance and adding customers

through development at the Four Corners and elsewhere in the Storrs area would help ameliorate rate increases for ratepayers.

Legal Review

Attorney Welsh, an associate of Town Attorney Kevin Deneen, has ably assisted in negotiating and drafting the proposed agreement. Attorney Deneen will cover for Attorney Welsh at Monday's meeting.

Proposed Revisions

At its discussions in June and July, the Council acting as the Town's Water Pollution Control Authority (WPCA) and the members of the Four Corners Water and Sewer Advisory Committee raised several issues for the staff to review. We have reviewed these items with UCONN, and have some proposed revisions for the Council's consideration. A brief summary is as follows:

- Continuation of services – Attorney Welsh has not found any express obligation in state law requiring the University to provide wastewater services to the Town or the community absent a service agreement. However, staff has negotiated new Sections 10(e) and (f) stipulating that there would be no discontinuation of service in the event of an expiration or termination of the agreement, and explaining how the parties would handle this event.
- Term – some councilors expressed concern regarding the five-year initial term of the agreement, thinking it too short. Staff has discussed this with UCONN, and both parties continue to see advantages in a five-year initial term. We want to see how the framework of the agreement and the allocation rates function and have the opportunity to make changes if needed. While the agreement could be amended at any time, a five-year term will help ensure that the parties are focused on the review. In addition, UCONN is presently assessing the condition of the plant, and that assessment will help inform future agreements. Lastly, we have added language to the preamble emphasizing that the parties have enjoyed a long-term relationship and wish to maintain that relationship in the future.
- Indemnification – UCONN has agreed to a new Section 23 providing the sole and exclusive means for Mansfield to make a claim against UCONN.
- Communication between the parties – UCONN has agreed to a new Section 4(d) to ensure periodic communication between the parties and reporting to the WPCA.
- Mansfield reserve calculations – staff has revised the attached table (previously distributed) to show that the various municipal uses (e.g. Town

Hall; EO Smith High School) are included in Mansfield's 18% reserve allocation.

- Insurance coverage – staff has consulted with the Town's insurance carrier (CIRMA), which informed us that the Town would not need to purchase additional coverage as a result of this agreement.
- "Good industry practice" – staff has researched the suggestion that we modify the term "best industry practice" to "good industry practice." Our consulting engineers at Weston & Sampson have not seen the term "good industry practice" used in the wastewater field.
- Listing of additional off-campus neighborhood served by UCONN system – staff has prepared the attached table showing the other off-campus neighborhoods served by UCONN but not covered by the proposed agreement. We anticipate that at least some of these neighborhoods would become part of the Mansfield system in future agreements.
- Other – at the July 27th meeting, Councilor Raymond presented a list of questions and issues for consideration, some of which are covered in this section. Staff has prepared the attached memorandum providing an answer to each query.

Recommendation

For the reasons stated above, staff believes that the revised sewer service agreement is fair and equitable to the parties, and is in the best interest of the Town. Consequently, we recommend that the Town Council in its role as the WPCA authorize me to execute the agreement with the University.

The following resolution is suggested:

RESOLVED, to authorize the Town Manager to execute the Sewer Service Agreement (draft dated August 31, 2016 between the Town of Mansfield and the University of Connecticut.

Attachments

- 1) Proposed Sewer Service Agreement with UCONN
- 2) 1989 Sewer Service Agreement with UCONN
- 3) Mansfield Reserve Calculations, existing and potential new uses
- 4) Mansfield Off-Campus Users
- 5) Response to Additional Council Questions

SEWER SERVICE AGREEMENT
by and between
TOWN OF MANSFIELD
and
UNIVERSITY OF CONNECTICUT

THIS SEWER SERVICE AGREEMENT (this "Agreement") is made as of [July 1], 2016 (the "Effective Date") by and between the Town of Mansfield ("Mansfield") and the University of Connecticut ("UConn").

WHEREAS, UConn is a constituent unit of the state system of higher education with its main campus and primary operations located in Mansfield, a Connecticut municipal corporation;

WHEREAS, UConn owns, maintains and operates a wastewater collection and conveyance system (the "UConn Sewerage System") that primarily collects and conveys Sewage from facilities located on property owned by UConn or the State of Connecticut within Mansfield to a sewage treatment plant owned, maintained and operated by UConn (the "UConn Sewage Plant");

WHEREAS, the UConn Sewerage System also collects and conveys Sewage from certain facilities located on other property within Mansfield owned by Mansfield and various privately owned residences and businesses, such as the property located in the Four Corners sewer district (the "Mansfield Facilities") to the UConn Sewage Plant;

WHEREAS, Mansfield owns, maintains and operates a wastewater collection and conveyance system (the "Mansfield Sewerage System") that collects and conveys Sewage from certain other Mansfield Facilities to the UConn Sewage Plant and to a sewage treatment plant owned, maintained and operated by the Town of Windham (the "Windham Sewage Plant");

WHEREAS, Mansfield has entered into (i) with UConn, a Sewer & Water Service Agreement, dated as of January 1, 1989 (the "Former Agreement"), that sets forth the terms upon which UConn agreed to accept Sewage from certain Mansfield Facilities to the UConn Sewage Plant and to perform other related services for the benefit of Mansfield; and (ii) with the Town of Windham, an Agreement, dated as of September 30, 2010, that sets forth the terms upon which the Town of Windham has agreed to accept Sewage from certain other Mansfield Facilities to the Windham Sewage Plant and to perform other related service for the benefit of Mansfield;

WHEREAS, the Former Agreement provides that UConn will furnish wastewater collection and treatment services (the "Sewage Services") to certain occupants of Mansfield Facilities (the "End Users") that discharge Sewage that is conveyed through the UConn Sewerage System to the UConn Sewage Plant;

WHEREAS, the End Users consist of Mansfield's municipal operations and various residences and businesses occupying residential properties, privately-owned apartment complexes and commercial properties located in certain Mansfield Facilities that connect to the Mansfield Sewerage System or the UConn Sewerage System;

WHEREAS, UConn and Mansfield wish to continue this long-term relationship regarding the provision of Sewage Services to End Users and the coordination of the management of the Mansfield Sewerage System and the UConn Sewerage System;

WHEREAS, UConn and Mansfield desire to replace and supersede the Former Agreement in its entirety by entering into this Agreement to clarify the responsibilities and obligations of UConn and Mansfield with respect to the manner in which Sewage Services will be provided to End Users and Sewage may be collected and conveyed from Mansfield Facilities to the UConn Sewage Plant;

NOW, THEREFORE, UConn and Mansfield, for the consideration hereinafter named, agree as follows:

Section 1. Definitions

Capitalized terms used, but not otherwise defined, in this Agreement shall have the meanings ascribed to them in Exhibit A hereto.

Section 2. System Description

(a) General. UConn and Mansfield agree that the map attached to Exhibit B hereto (the "Infrastructure Map") generally describes the locations of, and component elements of the infrastructure associated with, the UConn Sewerage System, the UConn Sewage Plant and the Mansfield Sewerage System. UConn and Mansfield agree to cooperate during the Term in clarifying the locations of, and inventorying the infrastructure associated with, the UConn Sewerage System, the UConn Sewage Plant and the Mansfield Sewerage System.

(b) Ownership of Systems.

(i) General. At all times during the Term and upon any expiration or termination of this Agreement, as between UConn and Mansfield, UConn will own the UConn Sewerage System and the UConn Sewage Plant (together with any modifications, alterations and expansions thereto), and Mansfield will own the Mansfield Sewerage System (together with any modifications, alterations and expansions thereto).

(ii) System Conveyance. During the Term, UConn and Mansfield will negotiate, in good faith, the manner and terms by which Mansfield will acquire ownership and/or use of certain infrastructure associated with the UConn Sewerage System for properties associated with the Mansfield Sewerage System, whether by purchase, grant, gift, lease, rental or otherwise, it being acknowledged and understood by the parties that the terms of any such acquisition will not affect any of the property interests UConn may have in the property receiving Sewerage Services from such infrastructure.

(c) UConn Authority. Mansfield acknowledges that, notwithstanding anything in this Agreement to the contrary, UConn will only provide Sewage Services to Mansfield Facilities for which UConn is authorized by Applicable Law to provide such Sewage Services.

Section 3. Sewer Use Regulations

(a) UConn's Board of Trustees. The UConn Sewer Use Regulations in effect as of the Effective Date were approved by UConn's Board of Trustees on January 30, 2007 and are attached to Exhibit C hereto. UConn may, in its discretion and with the approval of UConn's Board of Trustees, amend, modify or change the UConn Sewer Use Regulations, and will meet and confer with Mansfield's Town Manager and his or her designees, from time to time during the Term. UConn will provide Mansfield with written notice of any proposed amendment, modification or change to the UConn Sewer Use Regulations prior to approval by UConn's Board of Trustees.

(b) Mansfield's WPCA. Mansfield's then-acting Water Pollution Control Authority, which, as of the Effective Date, is designated as Mansfield's Town Council, will adopt and maintain local ordinances governing the manner in which Sewage may be discharged for treatment at the UConn Sewage Plant and the Windham Sewage Plant (the "Mansfield Sewer Use Regulations") necessary to enforce compliance with the Mansfield Sewer Use Regulations by End Users. The Mansfield Sewer Use Regulations shall, at all times during the Term, be at least as stringent as the then-in effect UConn Sewer Use Regulations and Applicable Law. Mansfield will review and amend the Mansfield Sewer Use Regulations to conform to the UConn Sewer Use Regulations and Applicable Law, as necessary, within ninety (90) days of the Effective Date.

(c) Compliance with Regulations. Any failure by Mansfield to comply, or to cause any End User to comply, with the enforcement procedures and remedies set forth in the Mansfield Sewer Use Regulations shall constitute a Mansfield Default.

(d) Review of Regulations. UConn and Mansfield shall meet and confer from time to time during the Term to review the UConn Sewer Use Regulations and the Mansfield Sewer Use Regulations for conformance with Applicable Law and other industry standards.

Section 4. Systems Management

(a) System Connections.

(i) General. UConn will retain the right and responsibility to approve any direct connections to the UConn Sewerage System from property owned by UConn or the State of Connecticut. Subject to Section 4(c), Mansfield will retain the right and responsibility to approve any direct connections to the Mansfield Sewerage System; provided that direct connections to the Mansfield Sewerage System from property owned by UConn or the State of Connecticut shall be approved in accordance with Section 4(a)(ii)(1)(C). Each party shall be responsible for supervising and controlling the Sewage connections and discharges to its respective wastewater collection and conveyance system, including issuing approvals or permits to End Users with respect to such connections and enforcing compliance with the UConn Sewer Use Regulations by such End Users.

(ii) Other Connections from Mansfield Facilities.

1. Mansfield Authority.

A. General. During the Term, End Users proposing to make a direct connection from a Mansfield Facility to the UConn Sewerage System or the Mansfield Sewerage System shall apply for a permit with the Mansfield Director in accordance with the Mansfield Sewer Use Regulations. Except as set forth in Section 4(a)(ii)(1)(C) below, the Mansfield Director shall be responsible for reviewing any such permit applications and for ensuring that any approved connections are constructed in compliance with the Mansfield Sewer Use Regulations.

B. Connections to the UConn Sewerage System. The Mansfield Director shall obtain UConn's written approval prior to approving the issuance of a permit to any End User proposing to make a direct connection from a Mansfield Facility to the UConn Sewerage System, which such approval UConn may, in its sole discretion, withhold, condition or delay. Mansfield shall deliver to UConn any application submitted to the Mansfield Director proposing to make a direct connection from a Mansfield Facility to the UConn Sewerage System immediately following Mansfield's receipt thereof.

C. Connections to the Mansfield Sewerage System. Applications for permits proposing to make a direct connection from property owned by UConn or the State of Connecticut to the Mansfield Sewerage System filed by UConn or its authorized agent shall only be reviewed by the Mansfield Director for compliance with the requirements set forth in the UConn Sewer Use Regulations. UConn shall meet and confer with the Mansfield Director to discuss, in good faith, modifications and maintenance fees related to any such proposed connection to the Mansfield Sewerage System reasonably requested by the Mansfield Director.

2. UConn Authority. Notwithstanding anything in Section 4(a)(ii)(1) to the contrary, UConn reserves the right to authorize direct connections from Mansfield Facilities to the UConn Sewerage System if the Mansfield Director fails to approve the issuance of a permit to an End User proposing to make a direct connection from a Mansfield Facility to the UConn Sewerage System that UConn approved pursuant to Section 4(a)(ii)(1)(B).

(iii) Ownership of New Infrastructure. As between UConn and Mansfield, all wastewater collection and conveyance system infrastructure associated with any direct connection authorized after the Effective Date will be owned by:

1. UConn (and deemed to be part of the UConn Sewerage System for purposes of this Agreement) if made from (x) property owned by UConn or the State of Connecticut to the UConn Sewerage System; (y) property owned by UConn or the State of Connecticut to the Mansfield Sewerage System; and (z) a Mansfield Facility to the UConn Sewerage System and authorized by UConn pursuant to Section 4(a)(ii)(2); and

2. Mansfield (and deemed to be part of the Mansfield Sewerage System for purposes of this Agreement) if made from a Mansfield Facility to (y) the Mansfield Sewerage System; and (z) the UConn Sewerage System if such connection was approved by the Mansfield Director and UConn pursuant to Section 4(a)(ii)(1)(B).

(b) Billing End Users.

(i) By UConn. As between UConn and Mansfield, UConn will be responsible for charging, and retaining for its own account, fees for the provision of Sewage Services to End Users connecting directly to the (i) UConn Sewerage System (except for End Users approved by the Mansfield Director and UConn pursuant to Section 4(a)(ii)(1)(B) to connect directly to the UConn Sewerage System); and (ii) Mansfield Sewerage System from property owned by UConn or the State of Connecticut.

(ii) By Mansfield. As between UConn and Mansfield, Mansfield will be responsible for charging, and retaining for its own account, fees for the provision of Sewage Services to End Users connecting directly from a Mansfield Facility (1) to the Mansfield Sewerage System; and (2) to the UConn Sewerage System if such connection was approved by the Mansfield Director and UConn pursuant to Section 4(a)(ii)(1)(B).

(iii) Fees. Each party may determine, in its sole discretion, the fees to charge to End Users for the provision of Sewage Services; provided that each party agrees to provide reasonable written notice to the other party of any changes in fees such party charges to its End Users.

(c) Mansfield Expansion. Mansfield shall not modify, alter or expand the Mansfield Sewerage System in a manner during the Term that materially affects the flow or content of Sewage conveyed through the UConn Sewerage System and/or to the UConn Sewage Plant, including any modification, alteration or expansion required to connect additional Mansfield Facilities (whether now existing or hereafter constructed) to portions of the Mansfield Sewerage System that convey Sewage to the UConn Sewage Plant, without UConn's prior written approval, which shall not be unreasonably withheld. Mansfield acknowledges and agrees that the UConn Sewer Use Regulations may require, among other things, that UConn have the right to review and approve the planning and design information and inspect the installation of any infrastructure associated with any such modification, alteration or expansion, which shall be designed and constructed utilizing good practice within the construction industry and in full accordance with specifications approved by UConn. Any approved modifications, alterations or expansions of the Mansfield Sewerage System during the Term, and any increased amount of Sewage resulting therefrom, will be subject to the terms and conditions set forth in this Agreement.

(d) Communications. Mansfield and UConn shall meet regularly to discuss the management of the Mansfield Sewerage System and the UConn Sewerage System, including operation and maintenance, budget and capital needs, regulatory changes, and service fees. It is understood that Mansfield staff shall provide regular updates and information to Mansfield's then-acting Water Pollution Control Authority regarding the Mansfield Sewerage System and the status of services provided under this Agreement.

Section 5. Collection of Sewage

(a) UConn's Obligations. Subject to the terms and conditions set forth in this Agreement, UConn will provide the Sewage Services to Mansfield (for the benefit of End Users). UConn will operate and maintain the UConn Sewage Plant to provide treatment of Sewage in compliance with the UConn Sewer Use Regulations and Applicable Law. As between Mansfield and UConn, UConn shall have sole discretion as to the manner in which UConn performs the Sewage Services and maintains the UConn Sewerage System and UConn Sewage Plant.

(b) Mansfield's Obligations. Mansfield shall operate and maintain the Mansfield Sewerage System, at its sole expense and pursuant to applicable best industry practices, to allow Sewage to be collected and conveyed through the Mansfield Sewerage System and the UConn Sewerage System for treatment at the UConn Sewage Plant in accordance with this Agreement, the UConn Sewer Use Regulations and Applicable Law. Mansfield shall promptly provide written notice of any noncompliance with this Agreement, the UConn Sewer Use Regulations and Applicable Law relating to the Mansfield Sewerage System, the UConn Sewerage System or any End Users' conveyance of Sewage therein of which Mansfield or any of its personnel, contractors or agents become aware.

(c) UConn Inspection. Upon UConn's reasonable request from time to time during the Term, Mansfield shall allow, at reasonable times, UConn to access and inspect the Mansfield Sewerage System and all wastewater connections to Mansfield Facilities to verify that such systems and connections comply with the terms and conditions set forth in this Agreement. The Mansfield Director or his or her designees may accompany UConn during any inspection requested pursuant to this section.

Section 6. Sewage Services

(a) Mansfield Capacity. The Sewage Services will consist of UConn treating up to [540,000] gallons per day (GPD) of Sewage conveyed to the UConn Sewage Plant that is generated from Mansfield Facilities that connect directly (i) to the Mansfield Sewerage System; and (ii) to the UConn Sewerage System if such connection was approved by the Mansfield Director and UConn pursuant to Section 4(a)(ii)(1)(B). For purposes of this Agreement, the GPD of Sewage will be determined by using the Average Daily Flow rate for such Mansfield Facilities. In addition, at all times during the Term, the Peak Daily Flow Rate of [2.4] times the [540,000] GPD Average Daily Flow rate shall not be exceeded without UConn's prior written approval. UConn reserves the right to reject, in its sole discretion, any request by Mansfield to discharge in excess of said [540,000] GPD Average Daily Flows.

(b) Calculation of Average Daily Flow. The Average Daily Flow rate will be determined utilizing water measurements obtained at, and in such intervals as may be provided by, metering stations, when available. The parties acknowledge and agree that such measurements may need to be obtained from metering stations maintained by the water supply provider serving the Mansfield Facilities (the "Water Provider"). Mansfield shall cause the Water Provider to provide such measurements to UConn, and hereby authorizes UConn to request, and the Water Provider to provide, such measurements to UConn. To the extent UConn is unable to obtain such measurements for any reason, UConn will determine the Average Daily Flow rate using customary

and acceptable engineering practices.

(c) Restrictions on Use. Mansfield's End Users may not, under any circumstances, discharge any material that is prohibited by, or in excess of the maximum characteristics established by, the Mansfield Sewer Use Regulations; provided that UConn may not modify the maximum characteristics for BOD, Suspended Solids, Nitrogen and pH established in Exhibit C hereto without Mansfield's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed if UConn's proposed modifications arise from changes in Applicable Law. Mansfield shall comply with each and all of the characteristics set forth in the Mansfield Sewer Use Regulations (including the maximum characteristics for BOD, Suspended Solids, Nitrogen and pH established in Exhibit C of this Agreement as may be amended in accordance with its terms). In addition no Sewage may be transmitted to the UConn Sewage Plant that causes the UConn Sewage Plant to fail to meet its effluent discharge permit limits.

Section 7. Additional Covenants

(a) Mansfield Improvements. Mansfield shall make, at its sole expense and in a timely manner following UConn's reasonable request, any improvements, modifications or enlargements to the Mansfield Sewerage System required to comply with the Mansfield Sewer Use Regulations or Applicable Law.

(b) Sewage Analysis. Mansfield shall, at its sole expense and in a timely manner following UConn's reasonable request, retain an independent laboratory acceptable to UConn to take and test samples of the Sewage being discharged from Mansfield Facilities at the points of interconnection between the Mansfield Sewerage System and the UConn Sewerage System. Such tests shall include, at a minimum, BOD, Suspended Solids, nitrogen, pH and alkalinity. The results of such tests shall be reported to UConn within two (2) business days of receipt of said test results. If such tests indicate that Sewage originating from the Mansfield Sewerage System exceeds the maximum standards established by this Agreement, Mansfield shall immediately take the necessary steps, to the extent permitted by Applicable Law, to bring such discharge into compliance.

(c) Infiltration and Inflow Reduction. Mansfield shall, from time to time during the Term and in a timely manner following UConn's request, analyze the amount of water other than Sewage that enters the Mansfield Sewerage System, at Mansfield's sole expense. If the level of water other than Sewage entering the Mansfield Sewerage System exceeds the acceptable industry standards, Mansfield shall implement, at Mansfield's sole expense, corrective measures recommended by the engineering firm responsible for performing such analysis, as reasonably approved by UConn, in a timely manner (which shall be at least as promptly as recommended in the engineering firm's analysis). Mansfield will provide UConn with copies of any analysis performed under this section and any other information relating to such analysis as may be reasonably requested by UConn.

Section 8. Compliance with Applicable Laws

(a) Sewage Discharge. Notwithstanding anything in this Agreement to the contrary, Mansfield shall not connect any combined sewer receiving both surface runoff and Sewage into the Mansfield Sewerage System or the UConn Sewerage System and will not discharge, or permit any

End User that connects to the Mansfield Sewerage System or the UConn Sewerage System to discharge, into the Mansfield Sewerage System or the UConn Sewerage System any drainage, sewer substances or sewerage containing such characteristics and/or volume determined to be excessive by the State of Connecticut Department of Energy and Environmental Protection or other Applicable Law.

(b) Permits. Each party will obtain and maintain, at its own expense, all permits, certifications and licenses required by Applicable Law relating to the wastewater collection and conveyance system owned, maintained and operated by such party.

(c) UConn Policies. Mansfield shall be responsible for causing Mansfield's personnel, contractors and agents to comply with all applicable UConn policies and regulations and Applicable Law while such personnel, contractors and agents are on UConn's premises.

Section 9. Sewerage Services and Other Fees

(a) Sewerage Services. In consideration for UConn providing the Sewerage Services described herein, Mansfield shall pay UConn a charge based on the Sewerage treated at the UConn Sewerage Plant that is transmitted from Mansfield Facilities that connect directly (i) to the Mansfield Sewerage System; and (ii) to the UConn Sewerage System if such connection was approved by the Mansfield Director and UConn pursuant to Section 4(a)(ii)(1)(B) (the "Services Fee"). UConn will determine the Services Fee, on an annual basis in accordance with Sections 9(c) and 9(d), by multiplying the Mansfield Use Percentage by the UConn Operating Expenses.

(b) Capital Costs. Mansfield shall be responsible during the Term, for reimbursing UConn for a portion (based on the capacity reserved for Mansfield's benefit pursuant to Section 6(a) of this Agreement) of the UConn Capital Costs. UConn will determine (i) Mansfield's portion of the UConn Capital Costs, with respect to any such improvement, modification or enlargement, by multiplying the Mansfield Reserve Allocation by the UConn Capital Costs; and (ii) the schedule by which such portion of the UConn Capital Costs will be paid by Mansfield to UConn by amortizing such amount over the design life of the applicable improvement, modification or enlargement. UConn will meet and confer with the Mansfield Director and his or her designees, from time to time during the Term on projects UConn proposes to undertake that will result in an allocation of UConn Capital Costs to Mansfield pursuant to this section. Notwithstanding anything in this section to the contrary, if UConn determines, at any time during the Term, that (y) any such improvements, modifications or enlargements are necessary or prudent as a result of any modification, alteration or expansion of the Mansfield Sewerage System, or (z) the UConn Sewerage System becomes burdened as a result of the characteristics of the Sewerage originating from Mansfield Facilities that connect directly (i) to the Mansfield Sewerage System; and/or (ii) to the UConn Sewerage System if such connection was approved by the Mansfield Director and UConn pursuant to Section 4(a)(ii)(1)(B), then, in each case, Mansfield will assume a proportionate share of such costs, as reasonably determined by UConn after meeting and conferring with Mansfield.

(c) Annual Budgets. Within sixty (60) days after the commencement of each Contract Year, UConn shall provide to Mansfield a statement estimating the Services Fee for such Contract Year, Mansfield's portion of the UConn Capital Costs for such Contract Year and an estimate of the UConn Capital Costs projected to be incurred during the next five Contract Years (the "Annual

Budget”). The Services Fee for each Contract Year will be based on the actual Mansfield Use Percentage and the actual UConn Operating Expenses during the previous Contract Year, and Mansfield’s portion of the UConn Capital Costs for each Contract Year will be based on Mansfield’s then-outstanding portion of such UConn Capital Costs as of the end of the previous Contract Year. The parties acknowledge and agree that (i) the Annual Budget for the first Contract Year is attached to Exhibit E hereto and (ii) UConn’s five-year projection of the UConn Capital Costs in any Annual Budget is provided for Mansfield’s financial planning purposes only and will not be binding on UConn.

(d) Services Fee Adjustment. Within sixty (60) days after the commencement of each Contract Year, UConn shall provide to Mansfield a statement showing the calculation of the actual Mansfield Use Percentage, UConn Operating Expenses and Services Fee for the previous Contract Year as compared to the amounts estimated in the Annual Budget for such Contract Year. UConn shall provide a credit to Mansfield’s account if the actual Services Fee due for the previous Contract Year is less than the Services Fee estimated in the Annual Budget and previously paid by Mansfield during such Contract Year. If the actual Services Fee due for the previous Contract Year is greater than the Services Fee estimated in the Annual Budget and previously paid by Mansfield, UConn shall bill Mansfield, and Mansfield shall pay such deficit with the first quarterly invoice delivered in the then-current Contract Year.

(e) Payment Terms. UConn will bill Mansfield quarterly for all payments due under this Agreement in accordance with the Annual Budget, subject to any adjustment of the Services Fee pursuant to Section 9(d). Payments shall be due upon receipt of invoice. If payment is not made within sixty (60) calendar days of such due date, the payment shall be deemed delinquent and subject to an interest penalty of 1.5% per month from the due date or the highest rate permitted by Applicable Law, whichever is lower.

Section 10. Term and Default

(a) Term. The initial term of this Agreement commences on the Effective Date and expires five (5) years later (the “Initial Term”), unless earlier terminated as provided herein. UConn may, in its sole discretion, renew this Agreement for up to two (2) additional five (5) year periods on the same terms and conditions as contained herein upon ninety (90) days’ written notice to Mansfield prior to the expiration of the then current Term. The Initial Term and each renewal term may be referred to herein as the “Term”.

(b) Mansfield Default. The occurrence at any time of any of the following events shall constitute a “Mansfield Default”:

(i) Failure to Pay. The failure of Mansfield to pay any amounts owing to UConn on or before the day following the date on which such amounts are due and payable under the terms of this Agreement and Mansfield’s failure to cure each such failure within ten (10) days after Mansfield receives written notice of each such failure; or

(ii) Failure to Perform Obligations. Unless due to a Force Majeure Event, the failure of Mansfield to perform or cause to be performed any obligation required to be performed by Mansfield under this Agreement (other than any obligation for the payment of money); provided, however, that if such failure by its nature can be cured, then Mansfield

shall have a period of thirty (30) days after receipt of written notice of such failure to cure the same and a Mansfield Default shall not be deemed to exist during such period; provided, further, that if Mansfield commences to cure such failure during such period and is diligently and in good faith attempting to effect such cure, said period shall be extended for sixty (60) additional days.

If a Mansfield Default has occurred, UConn may terminate this Agreement by written notice, and assert all rights and remedies available to UConn under Applicable Law. In addition, UConn may elect not to terminate this Agreement and pursue all rights and remedies available to UConn under Applicable Law.

(c) UConn Default. The occurrence at any time of any of the following events with respect to UConn shall constitute a "UConn Default":

(i) Failure to Perform Obligations. Unless due to a Force Majeure Event, the failure of UConn to perform or cause to be performed any obligation required to be performed by UConn under this Agreement (other than any obligation for the payment of money); provided, however, that if such failure by its nature can be cured, then UConn shall have a period of thirty (30) days after receipt of written notice of such failure to cure the same and an UConn Default shall not be deemed to exist during such period; provided, further, that if UConn commences to cure such failure during such period and is diligently and in good faith attempting to effect such cure, said period shall be extended for sixty (60) additional days.

If a UConn Default has occurred, Mansfield may terminate this Agreement by written notice, and assert all rights and remedies available to Mansfield under Applicable Law. In addition, Mansfield may elect not to terminate this Agreement and pursue all rights and remedies available to Mansfield under Applicable Law.

(d) Force Majeure. To the extent either party is wholly or partially unable to perform any of its obligations under this Agreement as a result of a Force Majeure Event, the party claiming such Force Majeure Event will be excused from the scope of its performance affected by the Force Majeure Event to the extent so affected; provided, however, that: (i) the party claiming a Force Majeure Event provides the other party with notice describing the particulars of the occurrence, and such notice is delivered promptly after the occurrence of such Force Majeure Event; (ii) the suspension of performance by such party shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event; (iii) the occurrence of the Force Majeure Event shall not excuse the liability of either party for an event that arose before such Force Majeure Event; (iv) the party claiming a Force Majeure Event will exercise commercially reasonable efforts to correct or cure the event or condition excusing performance and resume performance of its obligations; and (v) when able to resume performance of its obligations under this Agreement, the party claiming a Force Majeure Event will promptly notify the other party and resume performance.

(e) No Discontinuation of Service. The parties acknowledge and agree that this Agreement is intended to provide Mansfield with certain rights and responsibilities relating to the management of connections by End Users to the Mansfield Sewerage System and the UConn Sewerage System. In the event this Agreement expires or is terminated for any reason, all rights

and responsibilities provided to Mansfield pursuant to this Agreement shall automatically cease and terminate. The expiration or termination of this Agreement shall not result in any discontinuation of Sewage Services to End Users and UConn shall continue to provide Sewage Services to such End Users in accordance with its then-current UConn Sewer Use Regulations and Applicable Law, unless such termination arises from any End User's failure to comply with the Mansfield Sewer Use Regulations, in which case, UConn reserves all rights to suspend or discontinue Sewage Services to such noncompliant End User(s).

(f) Administration of Existing Accounts. Sewer infrastructure which is owned and maintained by Mansfield during the Term of this Agreement (including any such infrastructure that is planned and approved during the Term of this Agreement) shall remain owned and maintained by Mansfield following any expiration or termination of this Agreement. End Users billed by Mansfield for the provision of Sewage Services as of the effective date of the termination or expiration of this Agreement will continue to be billed by Mansfield following the expiration or termination of this Agreement. Mansfield shall pay to UConn the fees that may be established by UConn from time to time for the Sewage Services provided to such End Users following the expiration or termination of this Agreement.

Section 11. Entire Agreement

This Agreement and the exhibits, schedules, documents, certificates and instruments referred to herein, embody the entire agreement and understanding of Mansfield and UConn in respect of the subject matter of this Agreement. Mansfield and UConn hereby agree that the Former Agreement is terminated as of the Effective Date.

Section 12. Amendments

This Agreement may only be amended by a duly authorized, jointly executed, written agreement of UConn and Mansfield and approved as to form by the Office of the Attorney General.

Section 13. Notices

Any notice from one party to the other party permitted or required to be given under this Agreement shall be in writing and sent via certified mail, return receipt requested to:

If to UConn, to:

University of Connecticut
Office of the Executive Vice President for Administration & Chief Financial Officer
352 Mansfield Road, Unit 1122
Storrs, CT 06269
Attention: Executive Vice President for Administration and Chief Financial Officer

with a copy to (which shall not constitute notice);

University of Connecticut
Office of the General Counsel
343 Mansfield Road, Unit 1177
Storrs, CT 06269

Attention: General Counsel

If to Mansfield, to:

Town of Mansfield
Office of the Town Manager
Audrey P. Beck Municipal Building
4 South Eagleville Road
Mansfield, CT 06268

Either party may change its notice information by providing notice to the other in accordance with this section.

Section 14. No Rights of Third Parties

Nothing expressed or implied in this Agreement is intended or will be construed to confer upon or give any person (including any End User) other than UConn and Mansfield any rights or remedies under or by reason of this Agreement.

Section 15. Severability

If any provision of this Agreement shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction, such adjudication shall only apply to the provision so adjudged and the remainder of this Agreement shall remain valid and effective provided effect can be given thereto without such invalid part or parts.

Section 16. Waivers

No delay or omission by either party to exercise any right or power will impair any such right or power or be construed to be a waiver thereof. A waiver by any party of any of the covenants, conditions, or contracts to be performed by the other or any breach thereof shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or contract herein contained. No change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the party against which such change, waiver, or discharge is sought to be enforced.

Section 17. Further Assurances

Mansfield and UConn covenant and agree that, subsequent to the execution and delivery of this Agreement and, without any additional consideration, each of Mansfield and UConn shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate the purposes of this Agreement.

Section 18. Construction

As used in this Agreement, "include," "includes," "including," and "e.g." means "including, without limitation." The captions and section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

Section 19. Governing Law

This Agreement and the rights and obligations hereunder shall be governed by and construed in accordance with the laws of the State of Connecticut.

Section 20. No Assignment

Neither Mansfield nor UConn nor any successor body of either of them shall assign any of its rights or duties or obligations nor shall either of them transfer any interest in and under this Agreement (whether by assignment or novation) without the prior written approval of the other which shall not be unreasonably withheld or delayed. No assignment shall be binding on either party unless agreed to by formal amendment of this Agreement.

Section 21. Delegation

Notwithstanding anything in this Agreement to the contrary, UConn may (a) engage a third party operator, (b) enter into a lease with a third party, and/or (c) grant concession rights to a third party, with respect to the maintenance or operation of all or any portion of the UConn Sewerage System or the UConn Sewer Plant, without Mansfield's consent and without amendment to this Agreement so long as UConn makes a good faith determination that such third party is capable of fulfilling UConn's obligations hereunder. UConn may also delegate to a third party UConn's duties hereunder capable of being performed by such third party, without notice to or approval of Mansfield. However, in no event shall UConn be relieved of responsibility for the performance of UConn's duties and obligations of this Agreement.

Section 22. Indemnification

To the greatest extent permitted by law, Mansfield will indemnify and hold harmless UConn from any third-party claims, demands, actions, suits, controversies, damages, losses, expensed, and the like arising out of or relating to any Mansfield Default, which indemnification and hold harmless includes reasonable attorney's fees, court or mediation or arbitration costs, and expert witness and consultant fees expended in connection with the defense of any of the foregoing.

Section 23. Claims Against UConn

The parties acknowledge that the sole and exclusive means for Mansfield to make a claim against UConn arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes.

~~Section 23.~~ **Section 24. Executive Orders**

Mansfield agrees that this Agreement may be subject to the provisions of the following Executive Orders (copies of which are available upon request): Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; Executive Order No. 16 of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace; Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; and Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor

employment practice.

~~Section 24.~~ Section 25. Counterparts

This Agreement may be executed and delivered in counterparts, by facsimile or other electronic transmission, each of which will be considered an original and all of which will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on this day and year indicated.

DRAFT

EXHIBIT A

Definitions

(a) “Applicable Law” means all applicable laws of any governmental authority, including, ordinances, judgments, decrees, injunctions, writs and orders of any governmental authority and rules and regulations of any federal, regional, state, county, municipal or other governmental authority.

(b) “Average Daily Flow” means the total flow of water during a period of time divided by the number of days in such period of time, except that, for purposes of determining the characteristics of Sewage, the total flow of water will be calculated using the applicable period of time required under UConn’s then-current effluent discharge permit or other Applicable Law for the characteristics under review.

(c) “BOD” means the quantity of oxygen utilized in the biochemical oxidation of organic matter as determined by procedures defined in the latest edition of “Standard Methods for the Examination of Water and Wastewater” prepared and published jointly by American Public Health Association, American Water Works Association and Water Environment Federation.

(d) “Contract Year” means each twelve-month period (or portion thereof) commencing on July 1st during the Term.

(e) “Force Majeure Event” means any event or circumstances (other than a lack of funds or finances) beyond the reasonable control of and without the fault or negligence of the party which hinders or prevents such party from performing despite using commercially reasonable efforts. It shall include such failure to perform due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection, civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather conditions, action of the elements, hurricane; flood; lightning; wind; drought; peril of sea; the binding order of any governmental authority; the failure to act on the part of any governmental authority or any utility (provided that such action has been timely requested and diligently pursued); unavailability of equipment, supplies or products, but not to the extent that any such unavailability of any of the foregoing results from the failure of the party claiming Force Majeure to have exercised reasonable diligence; failure of equipment not utilized by or under the control of the party claiming Force Majeure.

(f) “Mansfield Director” means, initially, Mansfield’s Director of Public Works and his or her successor as appointed by Mansfield’s then-acting Water Pollution Control Authority, which, as of the Effective Date, is designated as Mansfield’s Town Council.

(g) “Mansfield Use Percentage” means, during any period of time, the total Average Daily Flow transmitted to Mansfield Facilities that convey Sewage to the UConn Sewage Plant and connect directly (i) to the Mansfield Sewerage System; and (ii) to the UConn Sewerage System if such connection was approved by the Mansfield Director and UConn pursuant to Section 4(a)(ii)(1)(B), divided by the total GPD of Sewage treated at the UConn Sewage Plant (including Sewage collected and conveyed from Mansfield Facilities and other facilities located on property

owned by UConn or the State of Connecticut within Mansfield).

(h) “Mansfield Reserve Allocation” means, during any period of time, the GPD of Sewage reserved pursuant to Section 6(a) of this Agreement for the treatment of Sewage generated from Mansfield Facilities that connect directly (i) to the Mansfield Sewerage System; and (ii) to the UConn Sewerage System if such connection was approved by the Mansfield Director and UConn pursuant to Section 4(a)(ii)(1)(B), divided by the total capacity of UConn Sewage Plant, as measured by the total GPD of Sewage that may be treated at the UConn Sewage Plant. The Mansfield Reserve Allocation, as of the Effective Date, is ~~eighteen percent (18%)~~ (i.e., ~~540,000~~) GPD of Sewage, divided by ~~3,000,000~~ GPD total capacity of Sewage treatable at the UConn Sewage Plant).

(i) “Peak Daily Flow Rate” means the Average Daily Flow over any twenty-four hour period, expressed in million gallons per day.

(j) “Sewage” means a combination of the water-carried wastes from residence, business buildings, institutions, and industrial establishments, together with any ground, surface and stormwaters as may be present with such Sewage.

(k) “Suspended Solids” means solids that either float on the surface of, or are in suspension in water, or sewage, or other liquids, as determined by procedures defined in the latest edition of “Standard Methods for the Examination of Water and Wastewater” prepared and published jointly by American Public Health Association, American Water Works Association and Water Environment Federation.

(l) “UConn Capital Costs” means all costs associated with the construction of any improvements, modifications or enlargements to the UConn Sewage Plant and portions of the UConn Sewerage System that collect and convey Sewage generated from Mansfield Facilities, including administrative and construction costs, debt service and other payments due and owing under any bond offerings or other indebtedness issued in connection with such construction, engineering and legal fees, interest charges, costs of acquiring land and easements and legal and surveying costs associated with acquiring land easements; provided that such costs shall be reduced by any discounts, rebates or any judgments or settlements received for claims by UConn relating to the UConn Capital Costs.

(m) “UConn Operating Expenses” means all expenses for the operation and maintenance of the UConn Sewage Plant and the UConn Sewerage System incurred by UConn, including costs of labor (including fringe benefits), materials, supplies, utilities (including power, fuel and telecommunication), equipment repairs and replacement, license and permit fees and administration and other expenses directly attributable to proper operation and maintenance as may be further described in UConn’s most current Annual Budget.

(n) “UConn Sewer Use Regulations” means the then-current set of regulations duly passed by UConn’s Board of Trustees that governs the manner in which wastes and waters may be discharged for treatment at the UConn Sewage Plant for the purpose of (i) protecting the health, welfare and safety of operations and maintenance personnel for the sewerage system; (ii) protecting equipment, structures, and other facilities against excessive wear, corrosion, and premature

breakage; (iii) not interfering with treatment processes; and (iv) achieving compliance with discharge requirements set forth by Applicable Law.

DATA

EXHIBIT B

Infrastructure Map

[attached]

REF

EXHIBIT C

UConn Sewer Use Regulations

[attached]

DATA

EXHIBIT D

Sewage Restrictions

Wastewater Load Criteria
MAXIMUM PERMISSIBLE VALUES

PARAMETER	MAX VALUE
BOD	The BOD of the Sewage conveyed to the UConn Sewage Plant that is generated from Mansfield Facilities that connect directly (i) to the Mansfield Sewerage System; and (ii) to the UConn Sewerage System if such connection was approved by the Mansfield Director and UConn pursuant to Section 4(a)(ii)(1)(B) may not exceed, at any period of time, the Mansfield Use Percentage <u>multiplied by 6,425 Pounds per day</u> (and, in no event, may exceed the Mansfield Reserve Percentage <u>multiplied by 6,425 Pounds per day</u>).
TSS	The Suspended Solids of the Sewage conveyed to the UConn Sewage Plant that is generated from Mansfield Facilities that connect directly (i) to the Mansfield Sewerage System; and (ii) to the UConn Sewerage System if such connection was approved by the Mansfield Director and UConn pursuant to Section 4(a)(ii)(1)(B) may not exceed, during any period of time, the Mansfield Use Percentage <u>multiplied by 5,365 Pounds per day</u> (and, in no event, may exceed the Mansfield Reserve Percentage <u>multiplied by 5,365 Pounds per day</u>).
Nitrogen	The nitrogen of the Sewage conveyed to the UConn Sewage Plant that is generated from Mansfield Facilities that connect directly (i) to the Mansfield Sewerage System; and (ii) to the UConn Sewerage System if such connection was approved by the Mansfield Director and UConn pursuant to Section 4(a)(ii)(1)(B) may not exceed, during any period of time, the Mansfield Use Percentage <u>multiplied by 1,000 Pounds per day</u> (and, in no event, may exceed the Mansfield Reserve Percentage <u>multiplied by 1,000 Pounds per day</u>).
pH Standard Units	The Sewage conveyed to the UConn Sewage Plant that is generated from Mansfield Facilities that connect directly (i) to the Mansfield Sewerage System; and (ii) to the UConn Sewerage System if such connection approved by the Mansfield Director and UConn pursuant to Section 4(a)(ii)(1)(B) may not, during any period of time, have a pH lower than 6.0 or greater than 9.0 (in each case, based on an instantaneous measurement).



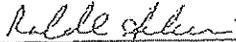
University of Connecticut
Board of Trustees

January 30, 2007

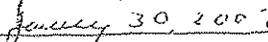
The following is an excerpt from the University of Connecticut Board of Trustees' minutes of January 30, 2007:

"On a motion by Dr. Burrow, seconded by Dr. Rowe, THE BOARD VOTED to approve the Sewer System Rules and Regulations for the University and its non-University affiliated users to become effective July 1, 2007."

The full resolution is presented in the agenda of the January 30, 2007 meeting in Attachment 16.



Ronald C. Schurin
Executive Secretary



Date

In Equal Opportunity Language

Gately Hall
552 Mansfield Road, Unit 2018
Storrs, Connecticut 06269-2948
Telephone: (860) 486-2333
Facsimile: (860) 486-2627

THE UNIVERSITY OF CONNECTICUT
SEWER SYSTEM

RULES AND REGULATIONS

University of Connecticut

As Approved By Board of Trustees

Effective Date: July 1, 2007

RULES AND REGULATIONS
OF
THE UNIVERSITY OF CONNECTICUT SEWER SYSTEM

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I. Intent

In order to ensure the proper removal and disposal of sewage within the geographic region supplied by the University of Connecticut's ("Supplier") Sewer Service and System; to insure the proper operation and maintenance and the protection of the Sewer System of the University of Connecticut; and to provide for the keeping of adequate records and for the reasonable and proper supervision of the use and operation of such Sewer System of the University of Connecticut, these rules and regulations are enacted, regulating and controlling the substances which may be discharged directly or indirectly into the Sewer System of the University of Connecticut and regulating and providing for the construction and maintenance of inspection, protective and treatment devices and facilities.

II. Definitions

"BOD" (denoting Biochemical Oxygen Demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20°C, expressed in milligrams per liter (mg/l).

"COD" (denoting Chemical Oxygen Demand) shall mean the measure of the oxygen equivalent, expressed in milligrams per liter (mg/l) of that portion of the organic matter in a sample that is susceptible to oxidation.

"Customer" shall mean the person in contract with the Supplier for Sewer Services

"Garbage" shall mean solid wastes from the domestic and commercial preparation, cooking, and dispensing of food and from the handling, storage, and sale of produce.

"Industrial Wastes" shall mean the liquid wastes from industrial manufacturing processes, trade, or business as distinct from sanitary sewage.

"Natural Outlet" shall mean any outlet into a Watercourse, pond, ditch, lake or other body of surface or groundwater.

"Owner" shall mean the person or persons having title to the property to be served by a sewer.

"Person" shall mean any individual, firm, company, association, society, corporation or group.

"pH" shall mean the logarithm of the reciprocal of the weight of hydrogen ions in miles per liter of solution.

"Sanitary Sewer" shall mean a sewer which carries sewage and to which storm, surface, and groundwater are not intentionally admitted.

"Sewage" shall mean domestic sewage consisting of water and human excretions or other waterborne wastes incidental to the occupancy of a residential building or a non-residential, as may be detrimental to the public health or the environment, but not including manufacturing process water, cooling water, waste water from water softening equipment, blow down from heating and cooling equipment, water from cellar or floor drains or surface water from roofs, paved surface or yard drains.

"Sewer" shall mean a pipe or conduit for carrying sewage.

"Sewer Drain" shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste, and other drainage pipes inside the walls of the building and conveys it to the Sewer Lateral, beginning five feet from the inner face of the building wall.

"Sewer Extension" shall mean the connecting pipes, if necessary, between Sewer Lateral and the Supplier Connection.

"Sewer Lateral" shall mean the extension from the sewer drain to the Sewer Extension, Supplier Connection, or other place of disposal.

"Sewer Service" shall mean the entire sewage disposal system operated by Supplier to provide sewage disposal to Customer.

"Sewer System" shall mean all facilities for collecting, pumping, treating, and disposing of sewage provided by Supplier to provide Sewer Services.

"Shall" is mandatory; "May" is permissive.

"Slug" shall mean any discharge of water, sewage or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than 15 minutes more than five times the average 24 hour concentration of flows during normal operation.

"Storm Drain" (sometimes termed "Storm Sewer") shall mean a pipe or conduit which carries storm and surface waters and drainage, but excludes sewage and industrial wastes.

"Supplier" shall mean and refer to the University of Connecticut in its capacity as provider of Sewer Services through its Sewer System.

"Supplier Connection" shall mean the Supplier's main sewer connection to the Sewer Lateral, or to the Sewer Extension if necessary, including all piping and drainage necessary to effectuate a connection to the Supplier's existing Sewer System.

"Suspended Solids" shall mean solids that either float on the surface of, or are in suspension in water, sewage, or other liquids, and which are removable by laboratory filtering.

"Watercourse" shall mean a channel in which a flow of water occurs, either continuously or intermittently.

III. Sewer Laterals and Connections

- (a) Every person desiring to obtain sewage services from the University must submit an application and receive a permit for construction of necessary sewer pipelines and equipment.
- (b) After a permit has been issued, all costs and expenses incident to the installation and connection of the Sewer Lateral to the Supplier Connection, shall be borne by the Owner including indemnifying the Supplier for any loss or damage that may directly or indirectly be occasioned by the installation of the Sewer Lateral.
- (c) If it is necessary for a Sewer Extension to be installed, such cost of installation shall be borne by the Owner, but such Sewer Extension, upon being hooked up to the Supplier Connection, will be owned, operated and maintained by the Supplier.
- (d) The Owner shall notify the Supplier when the Sewer Lateral is ready for inspection and connection to the Supplier Connection. The actual connection shall only be made under the supervision of an employee or designee of the Supplier.
- (e) A separate and independent Sewer Lateral shall be provided for every building; except where one building stands at the rear of another on the interior lot and no private sewer is available or can be constructed to the rear building, the Sewer Lateral from the front of the building may be extended to the rear building and the whole considered one Sewer Lateral.

- (f) The size, slope, alignment, materials of construction of a Sewer Lateral, and the methods to be used in excavating, placing of the necessary pipes, jointing, testing, and backfilling the trench, shall all conform to the requirements of building and plumbing codes in effect in the State of Connecticut, in the Town of Mansfield, and to the applicable rules and regulations of the Supplier.

[A SECTION CAN BE ADDED ESTABLISHING SPECIFICATIONS FOR BUILDING SEWER LATERALS IF DESIRED]

IV. Use of Sewers; Prohibited Waste

- (a) No unauthorized person shall uncover, make any connections with or opening into, discharge any waste into, alter or disturb any Supplier Sewer System or appurtenance thereof without first obtaining a written permit from the Supplier.
- (b) Any person proposing a new discharge into the system or a substantial change in the volume or character of pollutants that are being discharged into the system shall notify the Supplier at least thirty (30) days prior to the proposed change or connection.
- (c) No person shall make sewer connections of roof downspouts, exterior foundation drains, areaway drains, yard drains, or other sources of surface runoff or groundwater to a Sewer Lateral or sewer drain which is connected to the Supplier Connection at some point.
- (d) No person shall discharge or cause to be discharged any storm water, surface water, ground water, cellar drainage, roof runoff, subsurface drainage, or uncontaminated cooling water, or grease from a commercial facility to any sanitary sewer.
- (e) Storm water, uncontaminated cooling water, and all other unpolluted drainage shall be discharged to such pipes or conduits as are specifically designated as a Storm Drain, or to an approved natural outlet approved by the Supplier and the Town of Mansfield.
- (f) No person shall discharge or cause to be discharged any of the following described waters or wastes to any public sewer:
 - (1) Any gasoline, kerosene, alcohol, formaldehyde, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas, or any solid, liquid, or gas which by interaction with other substances may cause fire or explosion hazards.

- (2) Any waters or wastes containing toxic or poisonous solids, liquids, or gases in sufficient quantity either single or by interaction with other wastes, to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance, or create any hazard in the receiving waters of the sewage treatment plant.
 - (3) Any waters or wastes having a pH lower than 6.0 or greater than 9.0 having any other corrosive property capable of causing damage or hazard to the sewage works, or personnel of the sewage works.
 - (4) Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as but not limited to sand, mud, straw, shavings, metal, glass, rags, feathers, ashes, cinders, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, grease, milk containers, etc., either whole or ground by garbage grinders.
- (g) No person shall discharge or cause to be discharged the following described substances, materials, water, or wastes if it appears likely, in the opinion of the Supplier, that such wastes can harm either the sewers, sewage treatment process or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, limb, public property, or constitute a nuisance. In forming an opinion as to the acceptability of these wastes, the Supplier will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of wastes in the sewage treatment plant, and other pertinent factors. The substances prohibited are:
- (1) Any liquid or vapor having a temperature higher than 150° F.
 - (2) Any water or waste containing fats, wax, grease, or oils, whether emulsified or not, in excess of 100 mg/l or containing substances which may solidify or become viscous at temperatures between 32° and 150° F.
 - (3) Any garbage that has not been properly shredded. The installation and operation of any garbage grinder equipped with a motor of three-fourths horsepower or greater shall be subject to review and approval of the Supplier.

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- (4) Any waters or wastes containing strong acids, pickling wastes, concentrated plating solutions and/or subsequent plating rinses whether neutralized or not.
- (5) Any waters or wastes which are listed as hazardous materials by the Environmental Protection Agency.
- (6) Any waters or wastes containing phenols or other taste-or odor producing substances, in such concentrations exceeding limits which may be established by the Supplier as necessary, after treatment of the composite sewage, to meet the requirements of the State, Federal, or other public agencies.
- (7) Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the Supplier in compliance with applicable State or Federal Regulations.
- (8) Materials which exert or cause:
 - (i) Concentrations of inert Suspended Solids (such as, but not limited to, Fullers earth, lime slurries and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride, and sodium sulfate) in excess of 350 mg/l.
 - (ii) Excessive discoloration (such as but not limited to dye wastes and vegetable tanning solutions).
 - (iii) A BOD in excess of 300 mg/l or a COD in excess of 600 mg/l or a chlorine requirement in excess of 15 mg/l or in such quantities as to constitute a significant load on the wastewater plant.
 - (iv) Unusual volume of flow or concentration of wastes constituting Slugs, including backwash from swimming pools.
- (9) Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

- (10) Privy, septic tank or cesspool wastes. However the Supplier shall require haulers to discharge at a designated facility if one is developed within the Town or region.
- (h) If any waters or wastes are discharged, or are proposed to be discharged to the public sewers which waters contain the substances or possess the characteristics enumerated in Section (f) of this Section, and which in the judgment of the Supplier may have a deleterious effect upon the treatment plant or collection system, processes, equipment, or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the Supplier may:
- (1) Reject the wastes.
 - (2) Require pretreatment to an acceptable condition for discharge, to the public sewers.
 - (3) Require control over the quantities and rates of discharge and/or
 - (4) Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges.
- (i) Grease, oil and sand interceptors shall be provided for all commercial establishments with cooking facilities or dishwashers, or any flammable wastes, sand, or other harmful ingredients; such interceptors may be required for private living quarters or dwelling units. All interceptors shall be located as to be readily and easily accessible for cleaning and inspection.
- (j) Where preliminary treatment or flow-equalizing facilities are provided for any waters or wastes, they shall be maintained continuously in satisfactory and effective operation by the Owner at his expense.
- (k) When required by the Supplier, the owner of any property serviced by a building sewer carrying industrial wastes shall install a suitable control manhole or manholes together with such necessary meters and other appurtenances in the control manholes to facilitate observation, sampling, and measurement of wastes. Control manholes shall be located and built in a manner acceptable to the Supplier. If measuring devices, meters, and other appurtenances are to be permanently installed they shall be of a type acceptable to the Supplier. All sampling, measuring, and other procedures must be acceptable to and approved by the Supplier. Control manholes, access facilities and all related equipment shall be installed by the person discharging the

waste, at his expense, and shall be maintained by him at his expense so as to be in safe condition, accessible and in proper operating condition at all times. Plans for the installation of the control manholes, access facilities and related equipment shall be approved by the Supplier prior to the beginning of construction.

- (l) No statement contained in this Article shall be construed as prohibiting any special agreement or arrangement between the Supplier and any person whereby a waste of unusual strength or character may be admitted to the sewage disposal works, either before or after pre-treatment provided that there is no impairment of the functioning of the sewage disposal works by reason of the admission of such wastes, and no extra costs are incurred by the Supplier without recompense by the person.
- (m) Sewer Extensions must comply with all Federal, State and local regulations, including but not limited to Plan of Development, Zoning, Coastal Area Management and Inland Wetlands regulations

V. Billing; Collection; Termination of Service

(a) Sewer Charges.

- (1) All Customers shall pay to Supplier, when due, a monthly sewer use charge per hundred cubic feet based upon water consumption as indicated on the meter horn installed in the building. If a Customer does not currently have a water meter, then one must be installed by Supplier, at the Customers expense, before connection can be made to the Sewer System. See Section VI for more information on meters.
- (2) In addition to the above sewer use charge, each property owner shall pay a sanitary sewer outlet charge, paid at the time of connection, based upon a per acre of land charge calculated to the nearest 1/10 of an acre. Commercial Customers will pay a sanitary outlet charge, paid at the time of connection, of \$10,000.

(b) Billing; Payment.

Separate premises shall be separately billed. Supplier shall provide each Customer with a statement for Sewer Services in accordance with Supplier's standard billing practices for its customers. Bills are payable when rendered, which are normally semi-annually with the frequency for an account determined by the Supplier based on the days of service, classification and consumption. Failure of the

Customer to receive the bill does not relieve him/her from the obligation of payment or from the consequences of its non-payment.

(c) Default of Payment.

Sewer use charges, together with interest, shall constitute a lien upon the property on which the building is located. Such lien shall take precedence over all other liens and encumbrances except taxes and may be foreclosed in the same manner as a lien for property taxes. However, the Supplier maintains the alternative right, in lieu of foreclosing on the property, and with proper notice, to terminate the Customer's Sewer Services until such time as payment is received. If the Supplier chooses to terminate the Customer's Sewer Service, a fee for reconnection may be charged.

VI. Meters for Billing

Occasionally sewer charges are calculated through the use of meters. If a building is not already outfitted with a meter, then a meter must be installed before the connection to the Supplier's Sewer System. In some cases where it is impractical to install a meter in the sewer line billing will be done according to water usage please see billing section V. And it maybe necessary to install a water meter instead. Such installation will be at the Customer's expense and subject to the following terms:

- (a) The meters will be owned, tested and removed by the Supplier. Damage due to freezing, hot water, faulty connections, or customer's own negligence shall be paid for by the Customer.
- (b) No person, other than the Supplier, shall break seals or disconnect meters unless specifically authorized in writing by the Supplier to do so. If any person takes such action without authorization from the Supplier, that person will be liable for damages which may result there from, and shall be billed on the basis of Sewer Services used in a similar period.
- (c) The Customer will provide, at their expense, an accessible and protected location for the meter, which location shall be subject to the approval of the Supplier at the time of service pipe installation.

The meter may be located inside a building when, in the opinion of the Supplier, an inside setting will provide adequate accessibility, protection against freezing or other damage to the meter, and when the Sewer Lateral does not exceed 150 feet in length. A setting within a building shall be located just inside the cellar wall at a point which will control the entire supply to the premise.

When no suitable place inside the building is available, or the Sewer Lateral exceeds 150 feet in length, the Supplier may require that the meter be set near the street shutoff with suitable valve in a pit at least five feet deep, with a cover. Pit and cover shall be approved by the Supplier. Meter pits and vaults, including the meter vault cover, become the property of the Customer upon installation, and the Customer is responsible for the maintenance and repair of the vaults as needed from time to time. Meter pits and vaults should be accessible and free of debris, which will help prevent the meter from freezing or otherwise damaged.

- (d) The Customer is responsible for maintaining piping on either side of the meter in good condition and valved on both side of the meter so that the meter may be removed or replaced conveniently and without damage to such piping.
- (e) The Customer is requested to notify the Supplier promptly of any defect in or damage to the meter or its connections.
- (f) In order to assure accuracy, the Supplier may at any time remove a meter for tests, repairs or replacement. At a minimum, meters will be tested periodically with the testing schedule adopted by the Supplier. Customers shall allow the Supplier access to their property for such periodic meter tests.
- (g) Upon written request of Customer, the Supplier will test without charge to the Customer, the accuracy of a meter in use at his premises provided the meter has not been tested by the Supplier within one year prior to such request. If the Customer desires to be present for the meter test, he shall notify the Supplier within ten (10) days of receipt of the written notification granting such test by the Supplier.
- (h) The Supplier can assume no responsibility for clogging of interior house plumbing or flooding which may occur during or after interruption of service or repairs to services, meters or mains.
- (i) The Supplier may not be required to install a meter until all requirements for connection to the Supplier Connection have been met, including inspection of the Sewer Later by Supplier.

VII. Sewer System Ownership and Responsibilities

The Supplier shall operate, maintain, service, and repair the Sewer System that it owns, at its sole cost, excluding any repairs, replacements and

maintenance required within one year of completion of its installation. The Supplier shall have the sole and exclusive right to operate and control the Sewer System in such manner to provide Sewer Services to Customers and to other projects now or hereafter owned or served by the Supplier. Subject to its obligations hereunder, the Supplier shall have no obligation with regard to repairs, replacements or maintenance of the Sewer Laterals and appurtenances thereto, which are the property of the Person who owns the Property served.

The Supplier shall not be liable for any damage to person or property, sustained as a result of any break, failure or accident in or to its system or any part thereof, which is not due to the Supplier's negligence, or which, being known to the customer, was not reported by that customer in time to avoid or mitigate such damage.

VIII. Inspection, Penalties, and Validity

- (a) Any representative of the Supplier, bearing proper credentials, must be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing in accordance with the provisions of these regulations.
- (b) Any person violating any provision of these regulations shall be served by the Supplier with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The Owner shall, within the period of time stated in such notice, permanently cease all violations. Any person violating any of the provisions of these regulations shall become liable to the Supplier for any expense, loss or damage occasioned by reason of such violation.
- (c) The invalidity of any one section, clause, sentence, or provision of these regulations shall not affect the validity of any other part of these regulations which can be given effect without such invalid part or parts.

IX. Fat, Oil and Grease; FOG Regulations

TABLE 1
Fats, Oils, and Grease Pretreatment Ordinance Sections

- Section 1. Purpose.
- Section 2. Definitions.
- Section 3. Application to Install a FOG Pretreatment System.
- Section 4. Discharge Limits.
- Section 5. Pretreatment System Requirements.
- Section 6. Alternate FOG Pretreatment System.
- Section 7. Pretreatment Equipment Maintenance.
- Section 8. FOG Minimization

Fats, Oils, and Grease Pretreatment

Section 1. Purpose.

The purpose of this rule is to outline the wastewater pretreatment requirements for Food Preparation Establishments and other commercial facilities that discharge fats, oils, and grease in their wastewater flow. All new and existing facilities that generate and discharge fats, oils, and grease in their wastewater flow shall install, operate, and maintain a FOG pretreatment system. The requirements of this ordinance shall supplement and be in addition to the requirements of the University of Connecticut or Town of Mansfield Sewer Use rules and regulations.

Section 2. Definitions.

AGENT – Authorized representative of the Town, University or {WWTP}. Wastewater Treatment Plant.

CONTACT PERSON - The Contact Person shall mean the individual responsible for overseeing daily operation of the Food Preparation Establishment and who is responsible for overseeing the Food Preparation Establishment's compliance with the FOG Pretreatment Program.

FOG - FATS, OILS, AND GREASE - Animal and plant derived substances that may solidify or become viscous between the temperatures of 32°F and 150°F (0°C to 65°C); and that separate from wastewater by gravity. Any edible substance identified as grease per the most current EPA method as listed in 40-CFR 136.3.

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FOG INTERCEPTOR - A passive tank installed outside a building and designed to remove fats, oils, and grease from flowing wastewater while allowing wastewater to flow through it, and as further defined herein.

FOG RECOVERY UNIT - All active indoor mechanical systems designed to remove fats, oil, and grease by physical separation from flowing wastewater, as further defined herein.

FOG PRETREATMENT SYSTEM - Refers to properly installed and operated FOG interceptors and FOG Recovery Units as approved by the {Agency}.

FOOD PREPARATION ESTABLISHMENTS - means Class III and Class IV food service establishments and any other facility determined by the {Agency} to discharge FOG above the set limits in Section 5(b)(2) of the Department of Environmental Protection's General Permit for the Discharge of Wastewater Associated with Food Preparation Establishments. These facilities shall include but not be limited to restaurants, hotel kitchens, hospital kitchens, school kitchens, bars, factory cafeterias, and clubs. Class III and Class IV food service establishments shall be as defined under Section 19-13-B42 of the State Of Connecticut Public Health Code.

NON-RENDERABLE FATS, OILS, AND GREASE - Non-renderable fats, oils, and grease is food grade grease that has become contaminated with sewage, detergents, or other constituents that make it unacceptable for rendering.

NOTIFICATION OF APPROVED ALTERNATE FOG PRETREATMENT SYSTEM - Written notification from the {Agency} for authorization to install and/or operate an alternate FOG Pretreatment System.

RENDERABLE FATS, OILS, AND GREASE - Renderable fats, oils, and grease is material that can be recovered and sent to renderers for recycling into various usable products. Renderable grease is created from spent products collected at the source, such as frying oils and grease from restaurants. This material is also called yellow grease.

RENDERABLE FATS, OILS, AND GREASE CONTAINER - Refers to a closed, leak- proof container for the collection and storage of food grade fats, oil, and grease.

REGIONAL FOG DISPOSAL FACILITY - A facility for the collection and disposal of non-renderable FOG approved by the Connecticut Department of Environmental Protection.

Section 3. Application to Install a FOG Pretreatment System.

A. FOG Pretreatment Systems shall be provided for:

- (1) All new and existing Food Preparation Establishments, including restaurants, cafeterias, diners, and similar non-industrial facilities using food preparation processes that have the potential to generate FOG in wastewater at concentrations in excess of the limits defined in this ordinance.
- (2) New and existing facilities which, in the opinion of the {Agency}, require FOG Pretreatment Systems for the proper handling of wastewater containing fats, oils, or grease, except that such FOG Pretreatment Systems shall not be required for private living quarters or dwelling units.

B. All new Food Preparation Establishments which generate and discharge wastewater containing fats, oils, and grease and which will require a FOG Pretreatment System, as determined by the {Agency}, shall include the design and specifications for the FOG Pretreatment System as part of the sewer connection application as described in the {Town, University or WWTP} Sewer Use Ordinance.

C. All existing Food Preparation Establishments which generate, and discharge wastewater containing fats, oils, and grease, and which require a new FOG Pretreatment System, as determined by the {Agency}, shall submit an application for the installation of a new FOG Pretreatment System within twelve (12) months of adoption of this ordinance. The application shall be in accordance with {Town, University or WWTP} Sewer Use Ordinance. The approved FOG Pretreatment System shall be installed within three (3) years of adoption of this ordinance.

D. Existing Food Preparation Establishments which generate, and discharge wastewater containing fats, oils, and grease, and which have an existing non-complying FOG Pretreatment System may, as determined by the {Agency}, operate the existing FOG Pretreatment System. Such facilities shall submit an application for an "Alternate FOG Pretreatment System" as described in {Section 6 C}. Such application shall be submitted within twelve (12) months of adoption of this ordinance.

E. All costs and related expenses associated with the installation and connection of the FOG Interceptor(s) or Alternate FOG Pretreatment System(s) shall be borne by the Food Preparation Establishment. The

Food Preparation Establishment shall indemnify the {Town, University or WWTP} and its Agents for any loss or damage that may directly or indirectly occur due to the installation of the FOG Pretreatment System.

Section 4. Discharge Limits.

- A. No facility shall discharge or cause to be discharged any wastewater with a FOG concentration in excess of one hundred (100) milligrams per liter, as determined by the currently approved test for total recoverable fats and grease listed in 40 CFR 136.3, or in concentrations or in quantities which will harm either the sewers, or Water Pollution Control Facility, as determined by the {Agency}.

Section 5. Pretreatment System Requirements.

- A. An application for the design and installation of a FOG Pretreatment System shall be subject to review and approval by the {Agency} per the {Town, University or WWTP} Sewer Use Ordinance, and subject to the requirements of all other applicable codes, ordinances, and laws.
- B. Except as provided by {Section 6}, the wastewater generated from Food Preparation Establishments shall be treated to remove FOG using a FOG Interceptor.
- C. Every structure at the subject facility shall be constructed, operated, and maintained, in a manner to ensure that the discharge of food preparation wastewater is directed solely to the FOG Interceptor, or Alternate FOG Pretreatment System. No valve or bypass piping that could prevent the discharge of food preparation wastewater from entering appropriate pretreatment equipment shall be present.
- D. The Contact Person at each Food Preparation Establishment shall notify the {Agency} when the FOG Pretreatment System is ready for inspection and connection to the public sewer. The connection and testing shall be made under the supervision of the plumbing inspector, and/or {Agent}.
- E. All applicable local plumbing/building codes shall be followed during the installation of the FOG Pretreatment System.
- F. FOG Interceptor Requirements.
 - (1) The FOG Interceptor shall be installed on a separate building sewer servicing kitchen flows and shall only be connected to those fixtures or drains which can allow fats, oils, and grease to be discharged into the sewer. This shall include:

- (a) Pot sinks;
 - (b) Pre-rinse sinks, or dishwashers without pre-rinse sinks;
 - (c) Any sink into which fats, oils, or grease may be introduced;
 - (d) Soup kettles or similar devices;
 - (e) Wok stations;
 - (f) Floor drains or sinks into which kettles may be drained;
 - (g) Automatic hood wash units;
 - (h) Dishwashers without pre-rinse sinks; and
 - (i) Any other fixtures or drains that can allow fats, oils, and grease to be discharged into the sewer.
- (2) No pipe carrying any wastewater other than from those listed in the Paragraph above shall be connected to the FOG Interceptor.
- (3) No food grinder (garbage disposal) shall discharge to the FOG Interceptor.
- (4) The FOG Interceptor shall be located so as to maintain the separating distances from well water supplies set forth in Section 19-13-B51d of the Public Health Code.
- (5) The following minimum-separating distances shall be maintained between the FOG Interceptor and the items listed below.
- | | |
|---|-------|
| (a) Property line | 10 ft |
| (b) Building served (no footing drains) | 15 ft |
| (c) Ground water intercepting drains, footing drains and storm drainage systems | 25 ft |
| (d) Open watercourse | 50 ft |
- (6) The FOG Interceptor shall have a retention time of at least twenty-four (24) hours at the maximum daily flow based on water meter records or other calculation methods as approved by the {Agency}. The FOG Interceptor minimum capacity shall be 1,000 gallons. FOG Interceptors shall have a minimum of two compartments. The two compartments shall be separated by a baffle that extends from the bottom of the FOG interceptor to a minimum of five (5) inches above the static water level. An opening in the baffle shall be located at mid-water level. The size of the opening shall be at least eight (8) inches in diameter but not have an area exceeding 180 square inches.
- (7) FOG Interceptor shall be watertight and constructed of precast concrete, or other durable material.

- (8) FOG Interceptors constructed of precast concrete, shall meet the following requirements:
- (a) The exterior of the FOG Interceptor, including the exterior top and bottom and extension to grade manholes, shall be coated with a waterproof sealant.
 - (b) All concrete FOG Interceptors shall be fabricated using minimum 4,000-psi concrete per ASTM standards with 4 to 7 percent air entrainment.
 - (c) All structural seams shall be grouted with non-shrinking cement or similar material and coated with a waterproof sealant.
 - (d) Voids between the FOG Interceptors walls and inlet and outlet piping shall be grouted with non-shrinking cement and coated with a waterproof sealant.
- (9) All non-concrete septic tanks must be approved for use by the {Agency}.
- (10) The FOG Interceptor shall be accessible for convenient inspection and maintenance. No structures shall be placed directly upon or over the FOG Interceptor.
- (11) The FOG Interceptor shall be installed on a level stable base that has been mechanically compacted with a minimum of six (6) inches of crushed stone to prevent uneven settling.
- (12) Select backfill (Recommended material, sand) shall be placed and compacted around the FOG Interceptor in a manner to prevent damage to the tank and to prevent movement caused by frost action.
- (13) The outlet discharge line from the FOG Interceptor shall be directly connected to the municipal sanitary sewer.
- (14) The FOG Interceptor shall have a minimum liquid depth of thirty-six (36) inches.
- (15) Separate clean-outs shall be provided on the inlet and outlet piping.
- (16) The FOG Interceptor shall have separate manholes with extensions to grade, above the inlet and outlet piping. FOG Interceptors installed in areas subject to traffic shall have manhole extensions to grade with ductile iron frames and round manhole covers. The word "SEWER" shall be cast into the manholes

covers. FOG Interceptors installed outside areas subject to traffic may have concrete risers with lids either having a minimum weight of 59 lbs or shall be provided with a lock system to prevent unauthorized entrance. All manholes and extensions to grade providing accesses to the FOG Interceptor shall be at least seventeen (17) inches in diameter.

- (17) Inlet and outlet piping shall have a minimum diameter of four (4) inches and be constructed of schedule 40 PVC meeting ASTM 1785 with solvent weld couplings.
- (18) The inlet and outlet shall each utilize a tee-pipe on the interior of the FOG Interceptor. No caps or plugs shall be installed on the tee-pipes. The inlet and outlet shall be located at the centerline of the FOG Interceptor and at least twelve (12) inches above the maximum ground water elevation. The inlet tee shall extend to within 12 inches of the bottom of the FOG Interceptor. The inlet invert elevation shall be at least three (3) inches above the invert elevation of the outlet but not greater than four (4) inches. The outlet tee-pipe shall extend no closer than twelve (12) inches from the bottom of the FOG Interceptor and the diameter of this tee-pipe shall be a minimum of four (4) inches.
- (19) The diameter of the outlet discharge line shall be at least the size of the inlet pipe and in no event less than four (4) inches.
- (20) When necessary due to installation concerns, testing for leakage will be performed using either a vacuum test or water-pressure test.
 - (1) Vacuum Test - Seal the empty tank and apply a vacuum to two (2) inches of mercury. The tank is approved if 90 percent of the vacuum is held for two (2) minutes.
 - (2) Water-Pressure Test - Seal the tank, fill with water, and let stand for twenty-four (24) hours. Refill the tank. The tank is approved if the water level is held for one (1) hour.

Section 6. Alternate FOG Pretreatment System.

- A. When it is not practical for the Food Preparation Establishment to install an outdoor in-ground FOG Interceptor per (Section 5), an Alternate FOG Pretreatment System may be utilized upon approval by the {Agency} and upon receiving a "Notification of Approved Alternative FOG Pretreatment System." Approval of the system shall be based on demonstrated (proven) removal efficiencies and reliability of operation.

The {Agency} will approve these systems on a case-by-case basis. The Contact Person may be required to furnish the manufacturer's analytical data demonstrating that FOG discharge concentrations do not exceed the limits established in this ordinance.

- B. Alternate FOG Pretreatment Systems shall consist of a FOG Recovery Unit meeting the requirements of {Paragraph D below}, unless there are special circumstances that preclude such installation, as approved by the {Agency}, and in accordance with {Paragraph E}.
- C. Alternate FOG Pretreatment Systems shall meet the requirements of {Section 5, A through E}, and {Section 5 F. (2) and (3)} and shall be installed immediately downstream of each of the fixtures and drains listed in {Section 5 F. (1)}.
- D. Alternate FOG Pretreatment System Requirements.
 - (1) FOG Recovery Units shall be sized to properly pretreat the measured or calculated flows using methods approved by the {Agency}.
 - (2) FOG Recovery Units shall be constructed of corrosion-resistant material such as stainless steel or plastic.
 - (3) Solids shall be intercepted and separated from the effluent flow using a strainer mechanism that is integral to the unit.
 - (4) FOG Recovery Units shall operate using a skimming device, automatic draw-off, or other mechanical means to automatically remove separated FOG. This skimming device shall be controlled using a timer, FOG sensor, or other means of automatic operation. FOG Recovery Units operated by timer shall be set to operate no less than once per day.
 - (5) FOG Recovery Units shall be included with an internal or external flow control device.
 - (6) FOG Recovery Units shall be located to permit frequent access for maintenance, and inspection.
- E. Other Alternate FOG Pretreatment System
 - (1) Other Alternate FOG Pretreatment Systems that do not meet the requirements of {Section 5 F or Section 6 D}, may be considered for approval by the {Agency} on a case-by-case basis. The application shall include:

- (a) Documented evidence that the Alternate FOG Pretreatment System will not discharge FOG concentrations that exceed the discharge limits per {Section 4}.
 - (b) Plans and specifications for the proposed system including plans and profile of system installation, manufacturer's literature, documentation of performance and any other information detailing the alternate system.
 - (c) A written Operation and Maintenance Plan, which shall include the schedule for cleaning and maintenance, copies of maintenance log forms, a list of spare parts to be maintained at the subject facility, and a list of contacts for the manufacturer and supplier. Following receipt of written Notification of Approved Alternate FOG Pretreatment System from the {Agency}, the Operation and Maintenance Plan shall be maintained on the premises. The plan shall be made available for inspection on demand by the {Agent}.
 - (d) A written FOG Minimization Plan, which shall include procedures for all Food Preparation Establishment employees to minimize FOG entering the wastewater collection system.
 - (e) Description of a FOG Pretreatment Training Program for Food Preparation Establishment employees in minimization procedures.
- (2) A Notification of Approved Alternate FOG Pretreatment System may be granted for a duration not to exceed three (3) years, with extensions, when demonstrated to the satisfaction of the {Agency} that the Alternate FOG Pretreatment System, Operation and Maintenance Plan, FOG Minimization Plan and FOG Pretreatment Training Program are adequate to maintain the FOG concentration in the wastewater discharge below the limits set in {Section 4}.

Section 7. Pretreatment Equipment Maintenance

- A. The FOG Pretreatment System shall be maintained continuously in satisfactory and effective operation, at the Food Preparation Establishment's expense.
- B. The Contact Person shall be responsible for the proper removal and disposal, by appropriate means, of the collected material removed from the FOG Pretreatment System.
- C. A record of all FOG Pretreatment System maintenance activities shall be maintained on the premises for a minimum of five (5) years.

- D. The Contact Person shall ensure that the FOG Interceptor is inspected when pumped to ensure that all fittings and fixtures inside the interceptor are in good condition and functioning properly. The depth of grease inside the tank shall be measured and recorded in the maintenance log during every inspection along with any deficiencies, and the identity of the inspector.
- E. The Contact Person shall determine the frequency at which its FOG Interceptor(s) shall be pumped according to the following criteria:
- (1) The FOG Interceptor shall be completely cleaned by a licensed waste hauler when 25% of the operating depth of the FOG Interceptor is occupied by grease and settled solids, or a minimum of once every three (3) months, whichever is more frequent.
 - (2) If the Contact Person can provide data demonstrating that less frequent cleaning of the FOG Interceptor will not result in a grease level in excess of 25% of the operating depth of the FOG Interceptor, the {Agency} may allow less frequent cleaning. The Contact Person shall provide data including pumping receipts for four (4) consecutive cleanings of the FOG Interceptor, complete with a report from the FOG hauler indicating the grease level at each cleaning, and the FOG Interceptor maintenance log.
 - (3) A maintenance log shall be maintained on the premises, and shall include the following information: dates of all activities, volume pumped, grease depth, hauler's name, location of the waste disposal, means of disposal for all material removed from the FOG Interceptor, and the name of the individual recording the information. The maintenance log and waste hauler's receipts shall be made available to the {Agent} for inspection on demand. Interceptor cleaning and inspection records shall be maintained on file a minimum of five (5) years.
- F. All removal and hauling of the collected materials must be performed by State approved waste disposal firms. Pumped material shall be disposed of at a Regional FOG Disposal Facility. Pumping shall include the complete removal of all contents, including floating materials, wastewater and settled sludge. Decanting back into the FOG Interceptor shall not be permitted. FOG interceptor cleaning shall include scraping excessive solids from the wall, floors, baffles and all piping.
- G. The Contact Person shall be responsible for the cost and scheduling of all installation and maintenance of FOG Pretreatment System components. Installation and maintenance required by the {Agent} shall be completed within the time limits as given below:

Violation	Days from inspection to Correct Violation
Equipment not registered	30 days
Installation violations (outdoor and indoor)	90 days
Operational violations	30 days

Section 8. FOG Minimization.

- A. The Contact Person shall make every practical effort to reduce the amount of FOG contributed to the sewer system.
- B. Renderable fats, oils, and grease shall not be disposed of, in any sewer or FOG Interceptor. All renderable fats, oils, and grease shall be stored in a separate, covered, leak-proof, Renderable FOG Container, stored out of reach of vermin, and collected by a renderer.
- C. Small quantities of FOG scraped or removed from pots, pans, dishes and utensils shall be directed to the municipal solid waste stream for disposal.

EXHIBIT E

Initial Annual Budget

The Annual Budget for the first Contract Year is attached hereto.

It is acknowledged and agreed to by the parties that (i) \$3.2 million of UConn Capital Costs currently estimated for construction of items in the Headworks Building, Carrousel Basins, Process Equipment, Disinfection, and Collection System, as described in a vulnerability assessment of the UConn Sewerage System and UConn Sewage Plant prepared by UConn's consultants, will not be allocated to Mansfield pursuant to Section 9(b) of the Agreement; and (ii) UConn's collection of Mansfield's portion of the UConn Capital Costs for the first Contract Year described in the attached Annual Budget shall be deferred until, and added to Mansfield's portion of the UConn Capital Costs in, the second Contract Year.

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TOWN OF MANSFIELD
UNIVERSITY OF CONNECTICUT
SEWER & WATER SERVICE AGREEMENT

This agreement shall become effective on the 1st day of January, 1989, between:

The TOWN OF MANSFIELD, acting by and through its Town Council, hereinafter referred to as "TOWN".

The UNIVERSITY OF CONNECTICUT, acting by and through its Board of Trustees, hereinafter referred to as "UNIVERSITY".

WITNESSETH:

WHEREAS, Special Act NO. 78-79 and Public Act No. 85-544 of the State of Connecticut Legislature authorize the UNIVERSITY to enter into agreements with the Mansfield Retirement Community, Inc., the Town of Mansfield, and the Mansfield Housing Authority to provide sewer and water service to facilities for predominantly low and moderate income elderly persons, and

WHEREAS, extensions of the UNIVERSITY'S sewer and water systems have been made for these purposes, and said systems are now in place, complete and functional, and

WHEREAS, UNIVERSITY also supplies water to and collects sewage from the Audrey P. Beck Municipal Building, and

WHEREAS, TOWN and UNIVERSITY are now jointly interested in entering into a formal agreement with each other setting forth the terms and conditions of all said water and sewer services, and

WHEREAS, the terms and conditions of said sewer service have been set forth in the UNIVERSITY'S sewer operating ordinance approved by the Connecticut Department of Environmental Protection and U.S. Environmental Protection Agency attached hereto in part as Appendix A, and by reference made a part hereof, and

NOW, THEREFORE, in consideration of the above premises and the agreements and commitments hereinafter following, TOWN and UNIVERSITY do hereby agree as follows:

I. WATER SERVICE TERMS AND CONDITIONS:

UNIVERSITY shall provide water service to: Mansfield Retirement Community, Inc., (Juniper Hill), the Town of Mansfield Senior Center, the Town of Mansfield Housing Authority's Wright's Village, Development and the Mansfield Cooperative's Glen Ridge for a maximum population of approximately five hundred (500) persons, and water service to the Audrey P. Beck Building and Mansfield Housing Authority's Holinko Estates as set forth herein. In addition, water service shall be provided to a nursing facility of one hundred twenty (120) bed maximum when and if such facility is constructed. Said water service shall be in accordance with the quality, quantity and pressure standards for potable water as set forth in sections 19-13-B102 of the Connecticut Public Health Code, excepting that no fire hydrants shall be permitted in the distribution lines beyond the juncture with the UNIVERSITY'S 8" line at the intersection of Westwood and South Eagleville Roads.

UNIVERSITY shall maintain adequate sources of supply, treatment facilities, storage facilities, and distribution lines to provide said water service now and for the terms of this Agreement except that the TOWN shall maintain or cause to be maintained all distribution lines, meters and auxiliaries associated with the above referenced facilities beyond the juncture with the UNIVERSITY'S 8" line at the intersection of Westwood and South Eagleville Roads in accordance with the UNIVERSITY'S operation and maintenance methods and accepted standards for water distribution systems.

UNIVERSITY shall bill the TOWN for the water consumed by the above referenced facilities. Said billings shall be on a semi-annual basis based on meter readings located at or near these establishments.

UNIVERSITY shall establish unit water service rates and charges to recover water system operation, maintenance, administrative, and overhead costs on an annual basis. Said rates shall be communicated to TOWN as soon as possible after being established or revised, and prior to the first billing of each fiscal year.

II. SEWER SERVICE TERMS AND CONDITIONS:

UNIVERSITY shall receive sanitary sewage generated only by the facilities named in the first paragraph of Section I above.

TOWN shall cause said sewage from these facilities to be delivered to the UNIVERSITY'S sewer system by means of owned and maintained system consisting of a pump station located on Eagleville Road and a 6" force main location on South Eagleville Road, Westwood Road, and Hillside Circle discharging into the UNIVERSITY'S gravity sewer system.

TOWN shall be responsible for the operation and maintenance of said pump station and force main in accordance with UNIVERSITY specifications and standard operation procedures at no cost to UNIVERSITY. To this end, TOWN shall permit UNIVERSITY inspection and approval of TOWN design, construction, maintenance and operation of these facilities whenever appropriate.

UNIVERSITY shall maintain, expand and enlarge, as necessary, any and all of its facilities so as to maintain adequate collection and treatment facilities for said sewage from the TOWN as described above now and for the term of this Agreement.

UNIVERSITY shall bill the town for the sewage accepted from the above referenced facilities.

UNIVERSITY shall establish unit sewer service rates and charges to recover their sewer system operation, maintenance, administrative, and overhead costs on an annual basis. Said user charges shall be communicated to TOWN as soon as possible after being established or revised, and prior to the first billing each fiscal year.

III. TERM AND AGREEMENT:

This Agreement shall be binding upon the parties, their successors and assigns for a period of five years, and thereafter shall be renewed on a year-to-year basis unless otherwise terminated by either party sixty days in advance of the anniversary date.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

TOWN OF MANSFIELD
STATE OR COUNTY

UNIVERSITY OF CONNECTICUT

Martin H. Berliner 6-27-89
Martin H. Berliner
Town Manager

Sallie A. Giffen 5/5/89
Sallie A. Giffen
Vice President for
Finance and Administration

Recommended as to form
and content:

Attest:

[Signature]
Town Attorney

Paul M. Shapiro
Paul M. Shapiro
Assistant Attorney General

Mansfield Reserve Calculations, Existing and Potential New Uses

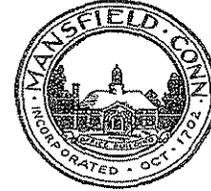
<u>Currently Connected</u>	Estimated Wastewater Flow (gpd)	2015 Actual Usage (gpd)	<i>Data Source</i>
SE Pumping Station	33,000	33,000	<i>Pumping Records(3/1/15 - 7/31/15)</i>
Glen Ridge			
Mansfield Rehabilitation Center			
Juniper Hill			
Wright's Village			
Mansfield Senior Center			
PO Pumping Station	28,500	28,500	<i>Pumping Records(3/1/15 - 7/31/15)</i>
MP-2 (Hair Cuttery / Wingstop / UPS Store)			
Hanks Hill Road Mobile park			
Courtyard Condos			
Town/Regional Facilities	9,500	9,500	<i>Billed Usage</i>
EO Smith High School			
Town Hall			
Mansfield Community Center			
Discovery Depot			
Storrs Center Build-Out (Includes MP-2, Dual Accounted)	169,300	80,000	<i>Uconn Water Records</i>
Knollwood	20,400	20,400	<i>p. 3-1 (2007 Wastewater Master Plan)</i>
From Previous Water & Sewer Agreement			
Holinko Estates	5,800	5,800	<i>Billed Usage</i>
Total Connected	266,500	177,200	
Not Connected To Date (8/2015)			
Four Corners Sewer	187,000		<i>App C (Weston & Sampson Pumping Station Evaluation)</i>
Masonicare	30,000		<i>(Masonicare Estimate 2012)</i>
Future Anticipated Development	65,500		<i>p. 3-1 (2007 Wastewater Master Plan)</i>
Total Not Currently Connected	282,500	282,500	
Total Wastewater Allocation	<u>549,000</u>	<u>459,700</u>	
Percentage of 3.0 MGD	18.3%	15.3%	

Recommend use 18% as Mansfield's reserve allocation of the 3.0 MGD which is 540,000 gallons per day

Mansfield Off-Campus Users

<u>Areas Considered for Transfer</u>	# of Pumping Stations	Estimated Age of Piping (yrs)	# of Properties Serviced	Length of Pipe (ft)
Willowbrook Area	0	80	22	2185
Willowbrook Area				
Oak Hill				
South Eagleville Road Area	1	60	57	4611
Eastwood				
Westwood				
Hillside Circle				
<u>Areas Not Considered for Transfer</u>	# of Pumping Stations	Estimated Age of Piping (yrs)	# of Properties Serviced	Length of Pipe (ft)
Storrs Center Area	0	Varies	1	0
Storrs Common		-		
King Hill Road Area	3	Varies	6	Unk

TOWN OF MANSFIELD
DEPARTMENT OF PUBLIC WORKS



John C. Carrington, P.E., Director of Public Works

AUDREY P. BECK BUILDING
FOUR SOUTH EAGLEVILLE ROAD
MANSFIELD, CT 06268-2599
(860) 429-3332
Fax: (860) 429-6863
CarringtonJC@mansfieldct.org

To: Matthew Hart, Town Manager
From: John Carrington, Public Works Director
CC: Maria Capriola, Assistant Town Manager; Derek Dilaj, Assistant Town Engineer; James Welsh, Town Attorney
Re: Councilor Questions on the Comprehensive Mansfield/University Successor Agreement

The following are responses to questions raised by the Mansfield Town Council at its meeting on July 25, 2016. The questions raised by Councilors are in bold with responses presented in italics:

- 1. Councilors requested that language be inserted indicating the interest to pursue a long-term relationship between the Town and University.**

A statement is provided on page 1 of the agreement indicating a long-term relationship and coordination of management is desirable. Secondly, a paragraph was inserted under Section 4(d) to communicate between the two entities with regards to operation and maintenance, budget and capital needs, regulatory changes, and service fees.

- 2. Section 10 (a), Term. I raise again my grave concerns regarding the term of the agreement. The draft CTDEEP Record of Decision ("ROD") explicitly states that this project/endeavor was based upon a 20-years planning horizon. That is, that today's existing capacity of the UConn Sewage Treatment Facility is more than sufficient to meet both UConn's and Mansfield's sewage treatment needs taking into account both entities' anticipated growth over the course of the next 20 years.**

A 5 years base term doesn't come close to meeting the spirit, let alone the letter, of the sewage treatment commitment this project was based upon. What community, would embark on a project of this magnitude knowing going in that there was only 5-years firm commitment from UConn for the treatment of Mansfield's sewage? Would voters have approved this project knowing this? Of course not. That's because the understanding going in (verified by the draft ROD) was not 5 years but 20 years. CTDEEP should immediately be made aware of this significant development ("bait and switch").

At a minimum the base term of this agreement should be for 20 years with UConn obligated to provide Mansfield written notice in year 15 as to whether or not it is willing or able (due to treatment facility capacity availability), to extend the agreement beyond the 20-years base term. This 5-years notice should provide Mansfield with sufficient time to plan and implement a "plan B" for treatment of Mansfield Sewage.

The concerns expressed by the Council to the University were understood and all recognize the necessity for treatment of sewage. The University agreed to insert a "No Discontinuance of Service" clause as provided in Section 10 (e) of the agreement.

A shorter term gives us some experience with the current agreement and allows us to negotiate adjustments sooner. One benefit of a shorter agreement is that if Mansfield decides that future growth projections should change in either direction, we can try to renegotiate our allocation instead of being stuck in a very long term agreement.

The ROD was for the Four Corners project, this agreement is for all sewer areas to include Four Corners. Our maximum growth water use potential was for 656,000 gallons per day or approximately 22%. The proposed agreement has 540,000 daily gallon or 18% allocation which is what we believe will be the actual maximum use for all planned future growth 20 years out.

- 3. Section 2(a) reads in part: “UConn and Mansfield agree to cooperate during the Term in clarifying the locations of, and inventorying of the infrastructure associated with, the UConn Sewerage System, the Sewage Plant and Mansfield Sewerage System”. Okay, so the location of “missing” inventory and infrastructure are identified; then what? What might this mean in dollars?**

As the attached map in Exhibit B only generally describes locations of and component elements, this clause simply states that the two parties will work together to refine precisely the locations of and inventory of our systems. Additional infrastructure that is constructed by either entity or located during the term will be reflected in future versions of Exhibit B. The Town will conduct the necessary due diligence prior to acceptance of any changes in ownership or responsibility.

- 4. Section 2(b)(ii), last two lines of the paragraph. What is meant by “property interests UConn may have in the property receiving Sewerage Services from such infrastructure”? Provide an example in the context of this provision, please.**

Property interests would include those properties with the “right of first refusal” on the sale of any property that UConn provided water and wastewater for many years, like the homes in the Eastwood, Westwood and Hillside Circle neighborhood, or those properties that the University owns in fee simple.

- 5. Section 4(2), states that UConn has the right to override Mansfield’s decision to not allow Mansfield Facilities that UConn has approved to connect to the UConn Sewerage System. Please explain why this is in the best interests of Mansfield as it appears to allow certain end users to do an end-round of the Town.**

UConn has the right to do this currently and wanted to keep it in the agreement. Mansfield would still be able to enforce land use regulations through Planning and Zoning and Inland Wetlands. If UConn owns the property, Mansfield has no land use authority. As an example, UConn could use this clause to provide sewer service to a property that the Town cannot based on the daily allocation of 18% or 540,000 gallons. If UConn exercises this right, the flow from this service would come out of UConn’s daily allocation of 82% or 2,460,000 daily gallons and related maintenance of the connection would be UCONN’s responsibility.

- 6. Section 5(b), Shouldn’t there be a reciprocal provision that UConn must maintain its systems and the treatment facility pursuant to applicable best industry practices. Further, is “best industry practices” supposed to be a defined term? It isn’t in upper case nor does it appear in Exhibit A.**

The Plant is owned and maintained by UConn so the Town cannot dictate that they must use best industry practices but it is in their greatest interest to use them. Section 3(d) indicates that both parties will meet and confer that Sewer Use Regulations will be in conformance with Applicable Law and other industry practices and Section 5(a) requires UConn to operate and maintain their system in accordance with the UConn Sewer Use Regulations.

7. **Section 5(C), Shouldn't there be a reciprocal provision that allows Mansfield the right of inspections?**

The UConn Treatment Plant is regulated by the Connecticut Department of Energy and Environmental Protection (CTDEEP) and the Environmental Protection Agency (EPA).

8. **Section 7(a), Shouldn't there be a reciprocal provision that allows Mansfield to make "reasonable requests" for improvements and modifications, etc. to ensure UConn's compliance with its sewer regulations or applicable law? Ditto for Section 7(b) and Section 7(c) and Section 8(c).**

Section 7(a): The UConn collection system is governed by State and Federal Laws.

Section 7(b): To operate the treatment plant the University needs to collect and analyze the sewage daily due to Applicable State and Federal Laws.

Section 7(c): Applicable laws and UConn Sewer Regulations require the University to take measures to reduce infiltration and inflow and it is in UConn's best interest to not treat ground and surface water.

Section 8(c): Currently no UConn wastewater flows through any Mansfield wastewater infrastructure, so there is no need for their personnel, contractors and agents to comply with Mansfield policies and regulations.

9. **The chart presented on pg 102 of the Council package should be incorporated into the agreement as an exhibit and referenced in Section 2(b)(ii).**

The chart provided in the Council package is intended to demonstrate to the Council how the reserve allocation for wastewater was developed. Staff believes it would be premature to include this table in this agreement as allocations may change as development occurs within the Town service area.

10. **Section 9(a) and Section 9(b) state that Mansfield will be charged two separate fees: A fee based on actual amount of sewage treated at the plant; and Capital costs based on the 18% of capacity reserved for Mansfield. Are both charges ultimately passed on to the Mansfield end users? Also with regard to Section 9, shouldn't there be a carve-out in the event UConn receives state and/or federal grants (i.e. any so-called free money) for capital projects (does the definition of "UConn Capital Costs" (pg 65 of the Council Package) sufficiently cover this?**

Unless the WPCA decides differently, staff anticipates both charges will be ultimately passed on to the Mansfield end users. UConn has indicated that their funding for capital is through bond funding at the State. They do not anticipate an instance where they would receive grant funds but these would be used to offset the total cost of the project.

11. **Shouldn't there be a Change in Law provision whereby UConn cannot seek or lobby for changes in law or its sewer use regulations that would cause a significant adverse impact on Mansfield's financial obligations under this agreement?**

Sewer use regulations are usually dictated by CTDEEP and/or EPA. It is highly unlikely that UConn would exceed their requirements as it would also cause significant adverse impact on their operating budget.

- 12. Legacy issues like the Fats, Oils and Greases (FOG) issue where bond funding was recently reduced. If UConn failed to address something they should have addressed earlier but chose not to, will Mansfield be responsible to address it?**

The issue with Fats, Oils and Greases is at the individual service level and does not provide benefit to both parties. Fats, Oils and Greases are required to be dealt with in accordance with CTDEEP and UConn Sewer Use Regulations. For legacy issues that impact the collection and treatment system (future capital costs) that serve the entire system will require the Town absorb the 18% share. UConn must notify us annually of future capital projects so the Town can review financing and budget impact.

cc: Four Corner Water and Sewer Advisory Committee
File

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; Janell Mullen, Assistant Planner/Zoning Agent; John Armstrong; UConn Director of Off-Campus Services
Date: September 12, 2016
Re: Presentation Regarding International Town and Gown Association

Subject Matter/Background

At Monday's meeting, our Assistant Planner/Zoning Agent Janell Mullen and the University of Connecticut's Director of Off-Campus Services John Armstrong will give a presentation to the Council regarding lessons learned at the International Town and Gown Association Conference as well as related initiatives in Mansfield.

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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; Kelly Lyman, Superintendent of Schools; Allen Corson, Director of Facilities Management; Curt Vincente, Director of Parks & Recreation
Date: September 12, 2016
Re: Tennis Courts at Mansfield Middle School

Subject Matter/Background

At the July 25, 2016 meeting, residents expressed concern regarding the Mansfield Public School District's plan to repurpose the Mansfield Middle School (MMS) tennis courts as a playing field. I offered to consult with Superintendent Lyman and to report back to the Town Council.

Attached please find a memorandum from the Superintendent detailing the rationale behind the district's plan.

I have also asked Director of Parks & Recreation Curt Vincente and Director of Planning & Development Linda Painter for input. My questions for Mr. Vincente concerned the capacity of the Town's remaining tennis courts to meet the needs of our residents. The National Recreation and Park Association (NRPA) recommends one court per 2,000 population, in groups of 2-4 courts, with a service radius of .25 to .50 miles located in a neighborhood/community park or adjacent to a school.

Applying the NPRA metric to Mansfield, we would need 13 courts for the official population of approximately 26,000 people and 6-7 courts for the year-round population of 12,000-13,000 residents. Given the rural character of our community, we are not going to satisfy the service radius metric. Without the MMS courts, the Town has 8 courts available.

I asked Linda Painter to weigh in on the relationship of the MMS tennis courts to the parks and recreation items listed under *Mansfield Tomorrow*. In Ms. Painter's view (and I concur), this issue highlights the need for the completion of a parks/rec master plan as identified in *Mansfield Tomorrow*. Until such a plan is completed, we will continue to have to make decisions on individual facilities as issues arise.

Relevant excerpts from *Mansfield Tomorrow* are as follows:

Goal 3.3: Mansfield's park and preserve system, including natural and active recreation areas, provides access to residents and meets the needs of the population.

Strategy A: Identify park and recreation needs.

Action 2: Develop a Parks and Recreation Master Plan.

This plan should include an inventory and assessment of conditions in all parks and evaluation of all recreation programs; a vision for the Town's parks and recreation program; goals for parks and for programs; implementation and funding strategies; and a program of actions to implement the plan. Assessment of recreation needs and preferences should be based on current users as well as non-users to identify gaps in programming and facilities.

Action 4: Upgrade parks and recreation facilities in accordance with master plan.

Action 5: Consider alternatives to increase availability and sustainable maintenance of athletic fields.

Goal 5.1: Mansfield provides high-quality services that connect residents to each other and the community.

Strategy A: Integrate delivery of community services.

Action 1: Explore opportunities to provide services at multiple facilities.

Goal 5.4: Mansfield is a healthy, active community.

Strategy B: Promote active living.

Goal 5.5: Mansfield maintains high-quality public facilities that support town goals.

Strategy B: Identify facility improvements to meet service and sustainability needs.

Action 2: Identify short-term and long-term costs of any proposed facility improvements.

(Chapter 5) Outdoor Recreation Facilities. As described in Chapter 3, Mansfield also has an extensive network of outdoor recreation recourses at parks, preserves and sports facilities. Organized activities are provided by the Department of Parks and Recreation, youth sports leagues (including football, soccer, baseball, lacrosse and hockey), and nonprofit organizations. Current fields are at or near capacity based on existing demands. Improvements to existing fields will be needed to meet increased demand.

Recommendation

In her memo, Superintendent Lyman requests that the Council specifically allow the public another opportunity to provide input on the school district's plan to repurpose the courts. The Council could structure this forum as a public hearing, public information session, or focus group. I suggest that the Town Council discuss these options at Monday's meeting. As part of this meeting or at a subsequent discussion, I recommend that the Town Council also discuss the concept of a recreation master plan as well as the process for modifying, discontinuing or repurposing shared town/school district assets.

Attachments

- 1) K. Lyman re Tennis Courts at MMS
- 2) A. Hawkins re: Tennis Courts at MMS

MEMORANDUM

MANSFIELD PUBLIC SCHOOLS

KELLY M. LYMAN, SUPERINTENDENT OF SCHOOLS
Four South Eagleville Road
Storrs, Connecticut 06268-2599
(860) 429-3350 Telephone
(860) 429-3379 Facsimile



TO: Matt Hart, Town Manager
FROM: Kelly Lyman, Superintendent of Schools
DATE: September 6, 2016
RE: Tennis Courts at Mansfield Middle School

Last fall, Candace Morrell, principal of Mansfield Middle School asked the Mansfield Public Works department to examine the tennis courts located just off the "blacktop" area at Mansfield Middle School. Concerns about the courts in the past resulted in several attempts to repair them. Four years ago a project to reseal the cracks was completed. The repair was expected to last five years but after just a year the cracks reappeared and the overall condition of the courts has since worsened. Two years ago the facilities department received a call to repair the nets as they were falling down. It was discovered that the nets could not be simply repaired as the footings were loose and could no longer support the net polls. More recently, concerns have been raised about the surrounding fence which is unstable and presents a safety concern.

In their current condition the tennis courts cannot be used while the blacktop area is used for outdoor physical education, bus arrival and departure, and parking for school and community events after school hours. The request to examine the courts stemmed from the desire to provide more space to the blacktop area for these purposes and possibly to improve traffic flow for buses and parent drop offs.

Exploration of the area concluded that the space could not easily be repurposed to support bus or vehicle traffic but was large enough to provide additional playing field space if the tennis courts were removed. Estimates to repair the courts, net footings, and surrounding fence were estimated at \$150,000 to \$250,000.

After consultation with school and recreation department personnel, the Public Works Department determined that they could accomplish removal of the courts and construction of a playing field should this be desired. To further ensure this work could occur, they sought permits for the removal of the courts from the planning office.

At the Board of Education meeting on June 9, 2016 Curt Vincente, Director of Parks and Recreation, and Candace Morell, Mansfield Middle School Principal, asked for consensus from the Board to support removal of the tennis courts and addition of a playing field in its place. Curt Vincente expressed concern with the loss of a recreation facility but agreed that in their current condition the courts are not usable. He also shared that current demand for tennis courts appears to be met at other locations in town. Candace Morrell shared that additional field space would provide additional practice fields for afterschool sports when E. O. Smith uses the upper fields at Mansfield Middle School and would also provide field space adjacent to the blacktop for use during physical education classes. The Board supported this request.

Given the property in question is owned by the town of Mansfield, I request that the Town Council consider this request and allow the public another opportunity to provide input. If the tennis courts are to remain, we request they be repaired to allow for use and to prevent further deterioration and safety concerns.

242 Spring Hill Road
Storrs, CT 06268
(860)487-1105

To Mayor Paul Shapiro and members of the Mansfield Town Council,

July 25, 2016

My name is Alan Hawkins, I reside at 242 Spring Hill Road, diagonally across from the Mansfield Middle School.

For the 38 years that I have lived here public activity at the tennis courts, across the street, has been fairly consistent during early mornings, evenings and on weekends in fall, summer and spring. For many years I used these courts on a regular basis. The availability of this amenity has been a significant enrichment to life in Mansfield. I have enjoyed seeing the utilization of this facility by many town residents over the years, until this facility was taken out of service a few years ago due to a lack of maintenance.

The town of Mansfield recently completed an update to the "Plan of Conservation and Development". This "New Plan" became effective on October 8, 2015. This comprehensive document of some 430 pages informs the reader that it is intended to be a guide to both the Planning and Zoning Commission and the Town Council. This would imply that one of these groups, or both should be the steward(s) of the plan. In order for this to be the case, I would expect at least one of these groups should be monitoring activity by all town departments in order to ascertain where potential conflicts with the POCD may exist. The plan states that: As additional actions and initiatives are contemplated, they should be evaluated with regard to how the action will help to advance the vision and goals contained in the overall plan.

The plan also states that:

1. We value and promote communication, transparency and community participation in town decision-making.
2. We invest and take pride in our municipal services and facilities, providing our residents and taxpayers with excellent service and a strong return on their investment.
3. Also important to life in Mansfield are the parks, playgrounds, ball fields and sports courts used by Mansfield residents of all ages. The town has numerous active recreation areas on public properties (see Table 3.2), including school athletic facilities that are available for public use when not in use by the school. These facilities are used for programs sponsored by the Town as well as several youth sports leagues.
4. Listed assets in the above referenced table include the tennis courts at the Mansfield Middle School. This inclusion seems disingenuous because at the time that this plan was adopted these courts had been allowed to fall into such disrepair that the tennis nets were removed and the gates leading to these courts were padlocked. Further, negotiations had already begun between the Middle School Administration, town Public Works and the town Recreation Department to demolish these courts.

Plans to demolish these courts have progressed far in advance of the process laid out in the "New Plan of Conservation and Development". At the June 9th meeting of the Mansfield Board of Education it was decided to proceed with the demolition of the courts as soon as the Mansfield Public Works department had available resources to accomplish the task. I am dismayed to hear about this plan for a number of reasons including:

1. The planning for the demolition of these courts has apparently been in progress for about two years, while the Plan of Conservation and Development was being re-written.
2. The Plan of Conservation and Development lays out a plan that seems quite comprehensive and includes these courts in an inventory of the amenities provided in town (even though they have not been accessible for quite some time).
3. The plan discusses the vision to create a single, unified framework of values, goals, strategies and actions that will guide both the Planning and Zoning Commission and the Town Council as they make decisions about the town's physical, social and economic development over the next two decades.
4. The plan to demolish these courts has not been vetted with town residents, no community participation has been solicited.
5. After demolition of the middle school tennis courts, the only available tennis courts in town are the courts at the E.O. Smith High School. I don't believe that these tennis courts will provide adequate space for the E.O. Smith athletic department and tennis team, Parks and Recreation's tennis programs, and the general public that would like to play tennis in town.

Please communicate with the Mansfield Board of Education and attempt to reconcile the anticipated demolition of these courts against the Mansfield Plan of Conservation and Development.

Thank you,

A handwritten signature in cursive script that reads "Alan R. Hawkins".

Alan R. Hawkins

cc. Mansfield Board of Education



**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
Date: September 12, 2016
Re: Mobilitie, LLC Permit Application

Subject Matter/Background

Mobilitie, LLC has notified the Town that the company plans on installing six structures within public rights-of-way for wireless communication services in the following locations:

- South Eagleville Road (next to Town Hall entrance driveway) – 120 feet tall
- Storrs Road (next to Town Square) – 75 feet 10 inches tall
- Storrs Road (at Horsebarn Hill) – 120 feet tall
- North Eagleville Road (north side, in front of North Campus Residence Halls) – 43 feet, 2 inches tall
- Discovery Drive (north of intersection with North Eagleville Road) – 43 feet tall
- Hillside Road (south of intersection with Gilbert Road) – 43 feet tall

While the company describes these structures as “utility poles,” these structures range up to 120 feet in height and 42 inches in diameter depending on the location. The approval process for wireless communication towers has traditionally been the responsibility of the Connecticut Siting Council pursuant to statutory requirements; however, the Public Utilities Regulatory Authority (PURA) has jurisdiction over utility poles within public right-of-way.

As the proposed structures are located within the right-of-way, this has raised questions with regard to which state agency ultimately has jurisdiction. The statutory requirements for approval of wireless communication facilities through the Siting Council process include municipal consultation and opportunities for towns to suggest alternate locations; however, the PURA process appears to be more limited in terms of municipal involvement. If PURA is ultimately determined to have jurisdiction, it is staff’s understanding that abutting property owners have the ability to request a public hearing on a proposed location. This would provide the Town with the ability to request a public hearing on two of the proposed

structures and UConn with the ability to request hearings on the remaining structures.

Mansfield is only one of many communities statewide that have been notified of proposed installations. Due to the uncertainty regarding approval process and the concerns with the types and locations of structures expressed by various communities, the Connecticut Conference of Municipalities (CCM) has gotten involved. Through information provided by CCM, we understand that PURA has scheduled a Technical Meeting to discuss this issue on September 28th; however, staff has not found any information regarding this meeting on the PURA website. If the Council would like to provide comments to PURA regarding this issue, formal comments could be developed for Council consideration at the September 26th meeting.

Recommendation

I recommend that the Council discuss this issue with staff and determine whether it wishes to review at the September 26th meeting formal comments regarding the Mobilite, LLC application.

Attachments

- 1) 8/24/16 Letter re: Mobilite, LLC Permit Application
- 2) Maps: Horsebarn Hill, Hillside Road, Town Hall, North Eagleville Road, Town Square, Discovery Drive



Mobilitie, LLC
 3475 Piedmont Rd NE
 Suite 1000
 Atlanta, GA 30305
 Tel: 770-910-5360

August 24, 2016

Linda Painter
 Town of Mansfield Planning & Zoning
 4 South Eagleville Road
 Mansfield, CT 06268

Mobilitie, LLC Permit Application

Dear Ms. Painter:

Please find the enclosed Mobilitie, LLC's ("Mobilitie"), application for right of way utilization proposed new wireless infrastructure facilities in your jurisdiction. With the permit applications, you will find a list of nearby schools for each proposed facility, a list of sites considered and rejected for each proposed facility, a list of abutters for each proposed facility, FAA Approvals for each proposed facility, and construction drawings for each proposed facility.

Mobilitie, LLC (Mobilitie) is a privately held wireless infrastructure company that holds a Certificate of Public Necessity and Convenience (CPCN) issued by the State of Connecticut, which allows our network access to the public right of way. Mobility is regulated by the State of Connecticut Public Utility Regulatory Authority to provide telephone related services, such as facilities based competitive local exchange and interexchange services. To meet the growing demand for connectivity, Mobilitie is deploying a hybrid transport network that provides high-speed, high-capacity bandwidth in order to facilitate the next generation of devices and data-driven services. This network can support a variety of technologies and services that require connectivity to the internet, including, but not limited to, driverless and connected vehicles (commercial, personal and agricultural), remote weather stations and mobile service providers. These transport utility poles and facilities are not dedicated to any particular customer, and, to the extent capacity on the structures is available, it is available to be used by other entities, including the Town of Mansfield (Town).

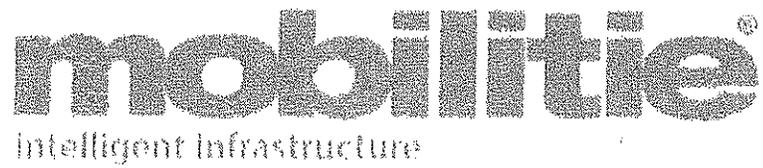
Mobilitie's hybrid transport network is an industry changing approach that seeks to improve backhaul connectivity for the Town's residents. We are excited to work with the Town and are available to answer questions. Please do not hesitate to contact me at (678) 630-9823 or cbrown@mobilitie.com. The Mobilitie permitting manager for the State of Connecticut, Emma Paolino, will be contacting you shortly. Her contact information is (475) 747-4284 or epaolino@mobilitie.com.

Thank you for your attention to this matter.

Respectfully submitted,

Christopher Brown
 Government Relations Associate

*Enclosures: Application for utilization of public right of way and Exhibits



Mobilitie

Report to the Town of Mansfield
Proposed Micro-Cell Utility Pole Placement

-MANSFIELD FACILITIES-

CT90XS489D
CT90XS490A
CT90XSB27B
CT90XSDQTA

Mobilitie, LLC
3475 PIEDMONT RD NE
Suite 1000
Atlanta, GA 30305

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EXHIBIT B: OTHER SITES OR AREAS CONSIDERED AND REJECTED

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EXHIBIT D: FAA APPROVALS

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INTRODUCTION

Company Background

Mobilitie, LLC (Mobilitie) is a privately held wireless infrastructure company that holds a Certificate of Public Necessity and Convenience (CPCN) issued by the State of Connecticut, which allows our network access to the public right of way. Mobilitie constructs and provides transport services to support a variety of uses, including M2M and IoT applications. Mobilitie constructs and operates a hybrid transport network as competition to existing fiber backhaul networks. Mobilitie's transport network can provide cutting edge connectivity to applications such as, weather monitoring stations, mobile service providers, agricultural equipment and healthcare facilities. To this end, Mobilitie installs and operates transport utility structures that augment and extend backhaul solutions to increase bandwidth while improving connectivity.

Connectivity

Connectivity is a vital component of daily life, and Mobilitie works with the nation's leading companies including wireline and wireless carriers, sports and entertainment venues, real estate and hospitality firms, healthcare and transportation providers as well as higher education and government entities to ensure connectivity for their customers and constituents. Mobilitie's innovative approach to networks drives competition in speed, pricing, customer service, and technology; and, ensures that communities and businesses have the connectivity they need today, tomorrow and well into the future.

Mobilitie is constructing a new, nationwide hybrid transport network that provides high-speed, high-capacity bandwidth in order to facilitate the next generation of devices and data driven services and to meet our ever-growing demand for connectivity. This network combines fiber, repeaters and microwave technologies to ensure that the network is cost efficient, low impact to communities, and can be effectively upgraded and augmented in the future. Mobilitie's hybrid transport network can be used to support, remote weather monitoring stations, mobile service providers, rural communities where high-speed connectivity is lacking, and much more.

Certificate of Public Convenience and Necessity

As a privately held wireless infrastructure company, with CPCN Status in Connecticut, Mobilitie's intent is to construct facilities in the public rights-of-way (ROW) and/or utility easement corridors. This ensures that the networks are built where communities already have telephone and electrical infrastructure in place that can be utilized where appropriate. Mobilitie has worked with thousands of jurisdictions across the country on the appropriate encroachment and utility permits for siting facilities in the ROW and will work closely with your community to execute the same. Prior to the construction of any facility in the ROW, Mobilitie will submit the construction plans to the Public Utilities and Regulatory Authority (PURA).

Building the Network

Building a new transport network can be complex, but Mobilitie's intent is to make it as simple of a process as possible. Our representatives will work with your communities to develop a detailed plan based on the rights of way and existing public infrastructure in your community. Part of our site selection and design process includes monitoring surrounding areas and incorporating the existing aesthetic tone into our infrastructure to ensure that it conforms to the surrounding landscape.

Mobilitie respectfully submits this Report to the Town of Mansfield ("Mansfield") pursuant to Section 16-50l of the Connecticut General Statutes. Mobilitie proposes to construct telecommunication facilities in the ROW in the Town of Mansfield.

This report has been prepared to provide Mansfield with information concerning the public's need for a facility in this area of the State, the site selection process, and the facility design. This information is provided for purposes of a technical consultation with Mansfield as provided for in Section 16-50l of the Connecticut General Statutes and prior to any Siting Council application which may be filed. An environmental assessment and a visibility analysis will be provided prior to submittal of any application to the Siting Council.

SECTION 1
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY



STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC UTILITY CONTROL
TEN FRANKLIN SQUARE
NEW BRITAIN, CT 06051

DOCKET NO. 10-10-16 APPLICATION OF MOBILITIE, LLC FOR A CERTIFICATE
OF PUBLIC CONVENIENCE AND NECESSITY

April 27, 2011.

By the following Commissioners:

Anthony J. Palermino
Kevin M. DelGobbo
Amalia Vazquez Bzdyra

DECISION

I. INTRODUCTION

A. SUMMARY

This docket addresses Mobilitie, LLC d/b/a NYFI's request for a Certificate of Public Convenience and Necessity to operate as a reseller and facilities-based provider of intrastate interexchange telecommunications services in Connecticut. In this Decision, the Department of Public Utility Control finds that the Company meets the managerial, financial and technical criteria to operate as a reseller and facilities-based provider of telecommunications services. The Department of Public Utility Control also finds the Company's proposal to be in the public interest and grants the certificate.

B. BACKGROUND OF THE PROCEEDING

By application received October 19, 2010 (Application), filed pursuant to § 16-247g of the General Statutes of Connecticut (Conn. Gen. Stat.) and § 16-247c-3 of the Regulations of Connecticut State Agencies (Conn. Agencies Regs.), Mobilitie, LLC d/b/a NYFI's (Mobilitie or Company) requested the Department of Public Utility Control's (Department) approval for a Certificate of Public Convenience and Necessity (CPCN) to provide facilities-based or resold interexchange services and non-switched local transport services to customers throughout Connecticut. Specifically, Mobilitie will provide voice and data services using transport and backhaul linked by fiber optic cables or wireless radio frequency systems, (i.e., distributed antenna system) with conversion equipment attached to utility poles and other structures. Application, Exhibit B-1.

C. CONDUCT OF THE PROCEEDING

By letter dated November 23, 2010, the Department acknowledged receipt of the Application. Pursuant to Conn. Gen. Stat. § 16-247g, the Department determined that a hearing in this matter was not necessary.

D. PARTIES AND INTERVENORS

The Department recognized Mobilitie, LLC, 660 Newport Center Drive, Suite 200, Newport Beach, CA 92660; and the Office of Consumer Counsel, Ten Franklin Square, New Britain, Connecticut 06051 as Parties to this proceeding; and The Southern New England Telephone Company d/b/a AT&T Connecticut, 310 Orange Street, New Haven, Connecticut; and Verizon New York, Inc., 140 West Street, New York, NY 10007 as Intervenors in this proceeding.

II. DEPARTMENT ANALYSIS

A. FINANCIAL RESOURCES, MANAGERIAL ABILITY AND TECHNICAL COMPETENCY

Mobilitie must obtain a CPCN to offer and provide intrastate interexchange telecommunications services. To grant a CPCN, the Department must find that the Company "possesses and demonstrates adequate financial resources, managerial ability and technical competency to provide the proposed service." Conn. Gen. Stat. § 16-247g(c).

Mobilitie was organized as a foreign limited liability company on June 18, 2003, with principal offices in Newport Beach, California. Application, Exhibit A-11. Mobilitie was authorized to transact business by the Connecticut Secretary of the State on February 1, 2007. Response to Interrogatory TE-1. Mobilitie proposes to provide RF Transport Services through the use of both its own facilities and existing facilities under interconnection agreements, tariffs, or by contract, on an individual case basis. Response to Interrogatory TE-7. Mobilitie states that it is still in the process of developing its target customer base in Connecticut; and therefore, has yet to enter into any agreements with specific underlying carriers at this point. However, Mobilitie plans to lease facilities only from authorized underlying carriers. Id.

The Company has significant management experience in the telecommunications industry. Application, Exhibit D-1. The Department has reviewed Mobilitie's financial statements and qualifications and concludes that the Company possesses adequate financial resources to provide the proposed services. Application, Exhibits C-1 and C-2; Responses to Interrogatories TE-4 and TE-5. For these reasons, the Department finds that Mobilitie possesses and demonstrates adequate financial resources, managerial ability and technical competency to provide the proposed services in Connecticut.

Mobilitie seeks authority to provide facilities-based or resold interexchange services and non-switched local transport services to customers throughout Connecticut. Specifically, Mobilitie will provide its voice and data services using transport and backhaul linked by fiber optic cables or wireless radio frequency systems, (i.e., distributed antenna system) with conversion equipment attached to utility poles and other structures. Application, Exhibit B-1.

Mobilitie indicates that it is still in the preliminary discussion process with its prospective customers; thus, it has no plans to build a network or facilities in the public rights-of-way. Response to Interrogatory TE-2. The Company plans to operate as a facilities-based provider, via network leasing from a variety of telecommunications providers. Application, Exhibit B-1. In its first year of operations, Mobilitie estimates its capital expenditure to be \$3.5 million dollars. Application, Exhibit C-4. The Department finds Mobilitie's one-year capital expenditure plan and its proposal, to lease existing facilities in order to operate as a facilities-based provider, as satisfactory, and hereby grants Mobilitie's request. The Department notes that should Mobilitie decide to construct any facilities in public rights-of-way in the future, it must submit a construction plan for Departmental approval as required in Conn. Agencies Regs. § 16-247c-5.

B. PUBLIC INTEREST CONSIDERATIONS

Conn. Gen. Stat. § 16-247a(a) sets forth the goals of the State in the provision of telecommunications services:

1) Ensure the universal availability and accessibility of high quality, affordable telecommunications services to all residents and businesses in the state, (2) promote the development of effective competition as a means of providing customers with the widest possible choice of services, (3) utilize forms of regulation commensurate with the level of competition in the relevant telecommunications service market, (4) facilitate the efficient development and deployment of an advanced telecommunications infrastructure, including open networks with maximum interoperability and interconnectivity, (5) encourage shared use of existing facilities and cooperative development of new facilities where legally possible, and technically and economically feasible, and (6) ensure that providers of telecommunications services in the state provide high quality customer service and high quality technical service.

According to Mobilitie, approval of the Application will further the public interest by expanding the availability of competitive telecommunications services in Connecticut. Specifically, Mobilitie states that its presence in the telecommunications market will enhance competition by increasing the incentives for other telecommunications providers to operate more efficiently in response to its pricing and functionalities. Application, Exhibit G-1. Mobilitie also states that its entry into the telecommunications market will enhance the efficiency of existing network infrastructures by utilizing excess capacity on such networks and will facilitate the development and deployment of advanced telecommunications capabilities. *Id.* The Department finds that approval of the Application will enhance competition in the Connecticut marketplace by making additional service options available to customers. *Id.* The Department also finds that the Company's use of only authorized underlying carriers' facilities will contribute to the efficient and cooperative use of the telecommunications infrastructure. Response to Interrogatory TE-7. Lastly, the Department believes that Mobilitie's customer service and technical policies and procedures will ensure that high quality customer and technical services are provided to its Connecticut customers. Application, Exhibits F-1, F-2, F-3 and F-5. Therefore, the Department concludes that Mobilitie's request to provide the proposed services furthers the goals of Conn. Gen. Stat. § 16-247a (a) and is in the public interest.

C. POST-CERTIFICATION REPORTING REQUIREMENTS

In the Decision dated March 15, 1995 in Docket No. 94-07-03, at pages 29-30, the Department set forth the post-certification filing requirements for certified telecommunications companies. Those requirements are as follows:

- Pursuant to statute the Department is required to report to the General Assembly on an annual basis regarding the telecommunications market in Conn. Gen. Stat. § 16-

247i. To meet its statutory obligations, the Department requires each authorized telecommunications provider to submit responses to the Department's annual data requests on the basis of an October 1 - September 30 fiscal year; the Department compiles the information at the conclusion of the third calendar quarter of each year.

- To evaluate the financial, managerial and technical adequacy of a certified provider periodically, as contemplated by Conn. Gen. Stat. § 16-247g (d), the Department requires each certified provider to submit on an annual basis a copy of the company's annual report, annual return or a summary financial statement.
- The following information filings are also required to be submitted to the Department:
 - current listings of rates and charges for all certified services;
 - annual reports on the provider's Connecticut operations within 60 days of the close of its fiscal year, including at a minimum: the number of customers for each certified service, a description of physical changes in or additions to existing facilities expected for the next fiscal year and any changed uses of those facilities, and any changes in the information that was filed with the Department;
 - copies of the Form 10-K (if required to file a Form 10-K with the Securities and Exchange Commission (SEC) and any other informational filings at the time filed with the SEC in the certification proceeding.

Mobilitie will be subject to the above-detailed post-certification filing requirements, as are all certified providers in this state.

D. TARIFFS

The Company has filed proposed Connecticut-specific tariffs. Application, Exhibit B-1. In the Decision in Docket No. 87-08-24, DPUC Investigation into Authorization of Competition for Intrastate Interexchange Telecommunications Services Pursuant to Public Act 87-415, issued on March 15, 1989, the Department required Connecticut local exchange carriers and competitive service providers be subject to virtually the same tariff application and review procedures. The Department finds that sufficient data have been presented during this proceeding to indicate Mobilitie's rates and charges will exceed the respective costs of its services. Therefore, the Department finds that Mobilitie has provided adequate cost justification for its proposed intrastate service rates and charges and finds them to be acceptable as filed. Application, Exhibit C-4; Response to Interrogatory TE-6.

E. LIFELINE CREDIT AND TELECOMMUNICATIONS RELAY SERVICES FUNDING REQUIREMENTS

The Department issued a Decision in Docket No. 94-07-09, DPUC Exploration of the Lifeline Program Policy Issues, on May 3, 1995. In that Decision, the Department concluded that funding mechanisms based on market share as measured by total intrastate and interstate revenues are the most equitable method of recovering

telecommunications relay service (TRS) and Lifeline costs. As a telecommunications service provider operating in Connecticut, Mobilitie will participate in TRS and Lifeline funding as discussed in the aforementioned Decisions, and will be so ordered below.

III. FINDINGS OF FACT

1. Mobilitie possesses and demonstrates adequate financial resources, managerial ability and technical competency to provide the proposed services.
2. Mobilitie's participation in the funding program to recover Connecticut's Lifeline and TRS costs is in keeping with the Department's commitment to further Universal Services.
3. Mobilitie plans to offer voice and data services using transport and backhaul linked by fiber optic cables or wireless radio frequency systems; (i.e., distributed antenna system) with conversion equipment attached to utility poles and other structures.

IV. CONCLUSION AND ORDERS

A. CONCLUSION

Mobilitie's request to operate as a reseller and facilities-based provider of intrastate interexchange telecommunications services in Connecticut furthers the goals of Conn. Gen. Stat. § 16-247a(a) and is in the public interest. The Department hereby grants Mobilitie's request for a Certificate of Public Convenience and Necessity, subject to the Orders below.

B. ORDERS

For the following Orders, submit one original of the required documentation to the Executive Secretary, 10 Franklin Square, New Britain, CT 06051, and file an electronic version through the Department's website at www.ct.gov/dpuc. Submissions filed in compliance with Department Orders must be identified by all three of the following: Docket Number, Title and Order Number.

1. Mobilitie shall file tariffs consistent with this Decision no later than May 25, 2011. The effective date of the Company's tariffs shall be May 11, 2011.
2. Mobilitie shall comply with post-certification filing requirements set forth in the Department's March 15, 1995 Decision in Docket No. 94-07-03. Regarding the requirement that Mobilitie file with the Department annual reports on its Connecticut operations, Mobilitie shall do so no later than April 30th of each year beginning in 2012. Such annual reports shall include at a minimum the following information:
 - (a) The number of customers for each certified service;
 - (b) number of lines subscribed;

- (c) total intrastate revenues;
 - (d) intrastate minutes of use on a total service basis;
 - (e) a description of physical changes in or additions to existing facilities expected for the next fiscal year and any changed uses of those facilities; and
 - (f) any changes in the information which was filed with the Department in this proceeding.
3. Mobilitie shall participate in the Lifeline Credit and TRS funding program as described in Section II, E. above.
 4. Mobilitie shall submit a construction plan for Departmental approval pursuant to Conn. Agencies Regs. § 16-247c-5 prior to construct any facilities in public rights-of-way.

DOCKET NO. 10-10-16 APPLICATION OF MOBILITIE, LLC FOR A CERTIFICATE
OF PUBLIC CONVENIENCE AND NECESSITY

This Decision is adopted by the following Commissioners:

Anthony J. Palermino

Kevin M. DeGobbo

Amalia Vazquez Bzdyra

CERTIFICATE OF
SERVICE

The foregoing is a true and correct copy of the Decision issued by the Department of Public Utility Control, State of Connecticut, and was forwarded by Certified Mail to all parties of record in this proceeding on the date indicated.



Kimberley J. Santopietro
Executive Secretary
Department of Public Utility Control

April 28, 2011

Date

SECTION 2
STATEMENT OF PUBLIC NEED

The proposed infrastructure facilities in the Town of Mansfield ("Mansfield") will provide reliable wireless communications services to Mansfield. The facilities are needed in conjunction with other proposed facilities to provide reliable wireless infrastructure to the public that is not currently provided in this part of the State. Establishment of the type of communication infrastructure that Mobilitie can provide will help Mansfield attract businesses and investors and will be a vital asset to Mansfield in strengthening its economic core.

Mobilitie's hybrid network will serve the communities' increasing demand for wireless infrastructure. Our design optimizes the performance of wireless networks by taking into consideration customer usage behaviors, terrain, obstructions, points-of-interest, and local guidance and ordinances.

New poles offer wireless service and communications providers the ability to optimize antenna placement in serving that demand. Targeting customer usage can be such a precise exercise that the required location is a matter of less than thirty (30) feet. If adequate existing infrastructure is not available, new poles are needed.

Similarly, pole height is critical in achieving network performance. Higher antennas are free of clutter such as tree canopy, buildings, and other manmade obstructions. The signal emanating from them isn't diluted by this clutter layer and delivers a better wireless experience. Taller antennas also push wireless signals further, which in turn means fewer sites are required. That allows the provider to have less impact on the community and drive sustained investment in network densification in the community.

Mobilitie strives to work cooperatively with jurisdictions to deploy its hybrid network. Mobilitie's hybrid network will deliver the most robust network on the least infrastructure. This approach builds a better and more efficient data network, which in turn benefits your constituents by enabling affordable, high-quality wireless services.

SECTION 3 COVERAGE OBJECTIVE

There are significant coverage deficiencies in the existing wireless communications network in Mansfield. In addition to the gaps in coverage, the sites currently serving the targeted area are in need of capacity relief due to the amount of usage in the area. A deficiency in coverage is evidenced by the inability to adequately and reliably transmit/receive quality calls and/or utilize data services offered by networks. Seamless reliable coverage provides users with the ability to successfully originate, receive, and maintain quality calls and/or utilize data applications throughout a service area. While adequate overlapping coverage is required for users to be able to move throughout the service area and reliably “hand-off” between cells in order to maintain uninterrupted connections, excessive overlap can be detrimental to service quality in an LTE system. Due to terrain characteristics, neighborhood characteristics, and the distance between the targeted coverage area and the existing sites, Mobilitie’s options to provide services in this area are quite limited.

In order to define the extent of the coverage gap to be filled, both propagation modeling and real-world drive testing has been conducted in the area of Mansfield around the subject areas. Propagation modeling uses PC software to determine the network coverage based on the specific technical parameters of each site including, but not limited to, location, ground elevation, antenna models, antenna heights, and also databases of terrain and ground cover in the area. Drive testing consists of traveling along area roadways in a vehicle equipped with a sophisticated setup of test devices and receivers that collect a variety of network performance metrics. The data are then processed and mapped in conjunction with the propagation modeling to determine the coverage gaps. Analysis of the propagation modeling and drive testing in and around Mansfield reveal that the network is unreliable throughout much of the area due to gaps in coverage, heavy usage on the existing sites in the area, and that there is a service deficiency as a result. In order to fill in these coverage gaps and improve the network reliability to Mansfield, new facilities are needed in the area.

Ultimately, Mobilitie has identified areas of deficient coverage affecting significant portions including key traffic corridors, business and industrial sectors, and residential areas of Mansfield. The proposed infrastructure will bring the needed fill-in coverage to significant portions of Mansfield which are currently within the area of deficient coverage. In addition to the needed fill-in coverage, the proposed sites will improve dominance, and offload the sites currently serving the targeted area, which are in need of capacity relief due to the amount of usage in the area.

The locations and the minimum height selected were chosen to achieve an optimal balance between meeting coverage objectives, overcoming the tree line for signal propagation, minimizing the aesthetic impact to the community, and future collocation. The proposed Mobilitie sites will provide the public need for service in this area, by providing an appropriate coverage footprint for the Mansfield community along with effective connectivity to existing

networks. Without the proposed infrastructure, at the height requested, significant gaps in service will exist within Mansfield, and the identified public need for reliable wireless services in this area will not be met.

SECTION 4
SITE SELECTION PROCESS

A search area is developed to initiate a site selection process in an area where network service improvements are required for a specific carrier and/or carriers. The search area is a general geographic region where the installation of a wireless Infrastructure would address potential identified service problems while still allowing for orderly integration of a new facility into a network. The technical and site selection criteria used by wireless carriers include handoff, frequency reuse, and interference among other factors. In any site search area, site acquisition specialists seek to avoid the unnecessary proliferation of telecommunication facilities and to reduce the potential adverse environmental effects of a needed facility, while simultaneously seeking sites that RF engineers will qualify as being able to provide quality reliable service to the community.

Once a potential candidate is selected through the identification process, site acquisition teams review any applicable zoning ordinance or other guidance documentation. If an existing site cannot be found to match the search criteria, the preferred candidate sites are non-residential areas. In order to be viable, a candidate site must meet the requirements to provide adequate service.

T/ OF (N) ANTENNA = ± 43'-2"
 E OF (N) ANTENNA = ± 21'-8"
 T/ OF (N) POLE = ± 39'-4"

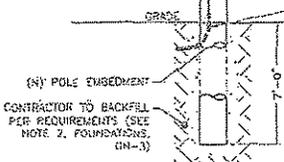
T/ OF (N) ANTENNA = ± 43'-2"
 E OF (N) ANTENNA = ± 41'-8"
 T/ OF (N) POLE = ± 39'-4"

E OF (N) RADIO HEAD = ± 15'-0"
 E OF (N) AC DISTRIBUTION BOX = ± 11'-0"
 E OF (N) METER = ± 6'-0"

E OF (N) US RELAY = ± 17'-6"
 E OF (N) RADIO HEAD = ± 15'-0"
 E OF (N) AC DISTRIBUTION BOX = ± 11'-0"
 E OF (N) METER = ± 6'-0"

SIDE VIEW

BACK VIEW



NOTES

1. ALL HARDWARE SHALL BE STAINLESS STEEL.
2. ALL CABLES SHALL BE SECURED TO POLE EVERY 36" OR LESS.
3. LIGHTNING RODS SHALL BE INCLUDED AS REQUIRED.
4. STRUCTURAL BACKFILL TO BE COMPACTED IN 6" MAXIMUM LAYERS TO 95% OF COMBENT IN ACCORDANCE WITH ASTM D998. ADDITIONALLY, STRUCTURAL BACKFILL MUST HAVE A MINIMUM COMPACTED UNIT WEIGHT OF 110 POUNDS PER CUBIC FOOT (110#/ft³).

(N) OMNI-DIRECTIONAL ANTENNA TO BE INSTALLED

(N) CLASS 1 WOOD POLE

(N) US RELAY MOUNTED TO STAND-OFF MOUNT ATTACHED WITH THROUGH BOLT ATTACHMENT

(N) GPS ANTENNA ATTACHED TO RADIO HEAD

(N) RADIO HEAD MOUNTED WITH THROUGH BOLT ATTACHMENT

(N) AC POWER DISTRIBUTION PANEL MOUNTED WITH THROUGH BOLT ATTACHMENT

(N) LOGA METER AND DISCONNECT MOUNTED WITH THROUGH BOLT ATTACHMENT

(N) POWER CONDUIT & WIRE PER CODE SIZE TRD

(1) (N) 2" RIGID CONDUIT FOR POWER TO BE INSTALLED BY POWER COMPANY

(N) POLE ELEVATIONS

SCALE: 1" = 5'

mobilitie

PROJECT NO: SCTB00178
 DRAWN BY: RC
 CHECKED BY: SJB

KMB DESIGN GROUP, LLC
 Stephen A. Bray
 PROFESSIONAL ENGINEER

CT LICENSE 20057 B10416
 IT IS A VIOLATION OF THE LAW FOR ANY PERSON UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER TO ALTER THIS DOCUMENT

PRELIMINARY

CT86XS489D
 STORRS, CT 06268
 PROPOSED 35'-4" WOOD POLE

SHEET TITLE
 POLE ELEVATIONS

SHEET NUMBER
 EV-1

1



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager; Michael E Ninteau, Director Building & Housing Inspection; Linda Painter, Director of Planning & Development
Date: September 12, 2016
Re: Proposed Amendments to Mansfield Housing Code Fee Structure

Subject Matter/Background

Staff has been working with the Ad hoc Committee on Rental Regulations and Enforcement to review and update various provisions within the Town's Housing code and related ordinances. One issue that the committee has reviewed is a proposal for a lower rental certification inspection fee for responsible landlords. More specifically, the committee has asked the Council to consider a discounted fee of \$100 per unit for a landlord with no Town ordinance violations within the previous certification period and no code violations upon the current inspection. The approach is to offer a reduced rate for property owners that are proactive in screening their tenants and who maintain their property, in order to help incentivize responsible landlord behavior.

Financial Impact

Staff conducted an analysis of historical data from 4/1/2016 through 6/30/2016 regarding how the proposed changes may affect the fees collected for rental certificates under the proposed model.

Renewal and Initial Certificate inspections 4/1/2016 – 6/30/2016

- 120 Renewals + 24 initial inspections = 144 Certificate Inspections
- 144 units @ \$150 = \$21,600

Assume 77 units would not qualify and remain @ \$150 for a sub-total of \$11,500; assume 67 units would qualify @ new rate \$100 for a sub-total of \$6700

- \$11,500 + \$6700 = \$18,200

Current Revenue \$21,600 - \$18,200 = \$3,400 less revenue per quarter

\$3,400 X 4 quarters = \$13,600 less revenue per year

Recommendation

Staff recommends that the Town Council refer the Ad hoc Rental Regulations Committee recommendation to a Council committee for review and consideration. I believe this action would be important before submitting the proposal to the public for public comment, in order to review key issues such as how to replace or adjust for the revenue lost in lower certification fees.

I would suggest that the Council either refer this item to the Finance Committee or to an Ad hoc Ordinance Development and Review Committee that the Council would need to establish for this purpose.

Attachments

- 1) Proposed Amendments to Mansfield Housing Code Fee Structure

901.1 Scope. No owner, agent or person in charge of a residential rental housing unit offered for rent within the Town of Mansfield shall allow any person to occupy the same as a tenant or lessee for a valuable consideration, unless the owner, agent or person in charge holds a valid certificate of compliance issued by the Code Official for the specific housing unit.

Exception: The provisions of this chapter shall not apply to those housing units that are:

1. Age-restricted to persons aged 55 and older.
2. Owned by the Mansfield Housing Authority.
3. Owned by the State of Connecticut. This exception shall not include those dwellings or dwelling units located within the Town of Mansfield that are owned by an entity leasing real property from the State of Connecticut.
4. Newly constructed housing units for the first five years after issuance of an initial certificate of occupancy by the Town of Mansfield Building Department.
5. Housing units in any building consisting of no more than four units, one of which is the owner's primary place of residence in which he or she remains for more than half of the calendar year.
6. Single-family dwelling units rented or leased for a period not to exceed one year when the original owner occupant will return to that unit as his or her primary residence at the end of the rental term or lease.
7. Single-family dwelling units sold and rented or leased by the buyer to the seller as a condition of the sale to provide the seller with extended occupancy for a period not to exceed one year.

Implementation Schedule: The provisions of this chapter shall be implemented pursuant to a schedule, hereinafter referred to as the "implementation schedule," developed and maintained by the Code Official. No owner, agent or person in charge of a dwelling or dwelling unit located within the Town of Mansfield shall be found in violation of this chapter until such time as he/she fails to obtain a valid certificate of compliance within the period of time specified by the implementation schedule.

Term of Certificate: Every rental certificate of compliance shall expire pursuant to the date set forth within the implementation schedule. The fee for a certificate of compliance shall be as set in the following table for the two-year period established pursuant to the schedule.

Full Fee	\$150	
No Town Ordinance Violations within previous certificate period and no code violations upon this current inspection	\$100	Fee must be paid on time to obtain the reduced amount.

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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; Mary Stanton, Town Clerk
Date: September 12, 2016
Re: Appointment to Windham Region Transit District Board of Directors

Subject Matter/Background

On June 9, 2014, Councilor Alex Marcellino and I were appointed by the Mansfield Town Council to the Windham Region Transit District (WRTD) Board of Directors. Connecticut General Statutes Section 7-273c states that appointees from the same municipality shall serve four-year, staggered terms. In order to achieve this, I was appointed for an initial term of two years and Councilor Marcellino was appointed for an initial term of four years. My appointment is now up for renewal.

Given Mansfield's population, the Town is allowed two representatives on the Board. Municipal representatives must be residents of the town. With the Town's interest in public transportation and our new intermodal facility, I am interested in continuing to fill one of Mansfield's seats.

Recommendation

The following motion is suggested:

Move, to appoint Matthew W. Hart to the Windham Region Transit District, for a term commencing on June 9, 2016 and expiring on June 8, 2020.

Attachments

1) Connecticut General Statutes Sections 7-273c & 9-167a

7-273c Section text
1 of 1 document(s) retrieved

Sec. 7-273c. Board of directors. Bond required of officers and employees. The affairs of the district shall be managed by a board of directors chosen from among the electors of the constituent municipalities as follows: Each municipality shall have at least one director. Municipalities with a population, according to the most recent federal census, from twenty-five thousand to one hundred thousand, inclusive, shall have two directors. Municipalities with a population over one hundred thousand shall have four directors. The directors shall be appointed for terms of four years, except that, in municipalities having more than one director, one-half of those first appointed shall serve for two years and one-half for four years, their successors to serve for four years each. Any municipality in respect to which a vacancy on the board occurs shall fill it for the unexpired portion of the term. Section 9-167a shall apply to the appointment of the directors representing each municipality. The directors shall be appointed by the elected chief executive of a city or borough, the board of selectmen in the case of a municipality in which the legislative body is a town meeting or by the board of selectmen of a town with the approval of the legislative body. Notwithstanding the provisions of this section, directors appointed from any municipality which is a member, or becomes a member, of any transit district in existence on May 18, 1972, shall be appointed by the legislative body of each municipality or the board of selectmen in the case of a municipality in which the legislative body is a town meeting. The population of each municipality according to the most recent federal census shall be divided by the number of directors representing such municipality. Each member of the board of directors shall be entitled to cast that number of voting units which is the multiple the population he represents, rounded to the nearest one hundred, is of the smallest population represented by a member, rounded to the nearest one hundred. The directors shall meet at least four times annually or more often on the call of the chairman and shall elect officers from among their number. They may adopt bylaws and rules for the conduct of the affairs of the district. They shall appoint and fix the salary of a district manager, who shall be the chief executive officer of the district, and such other employees as are required for district purposes. Each officer or employee of such district who is the repository or custodian of any funds of such district shall give such bond as is required by the board of directors, with sufficient surety, conditioned on the faithful discharge of his duties. The premium upon such bond shall be paid by the district.

CHAPTER 146* ELECTIONS

Sec. 9-167a. Minority representation. (a)(1) Except as provided in subdivision (2) of this subsection, the maximum number of members of any board, commission, legislative body, committee or similar body of the state or any political subdivision thereof, whether elective or appointive, who may be members of the same political party, shall be as specified in the following table:

COLUMN I Total Membership	COLUMN II Maximum from One Party
3	2
4	3
5	4
6	4
7	5
8	5
9	6
More than 9	Two-thirds of total membership

(2) The provisions of this section shall not apply (A) to any such board, commission, committee or body whose members are elected wholly or partially on the basis of a geographical division of the state or political subdivision, (B) to a legislative body of a municipality (i) having a town meeting as its legislative body or (ii) for which the charter or a special act, on January 1, 1987, provided otherwise or (C) to the city council of an unconsolidated city within a town and the town council of such town if the town has a town council and a representative town meeting, the town charter provides for some form of minority representation in the election of members of the representative town meeting, and the city has a city council and a body having the attributes of a town meeting or (D) to the board of directors and other officers of any district, as defined in section 7-324, having annual receipts from all sources not in excess of two hundred fifty thousand dollars.

(b) Prior to any election for or appointment to any such body, the municipal clerk, in cases of elections, and the appointing authority, in cases of appointments, shall determine the maximum number of members of any political party who may be elected or appointed to such body at such election or appointment. Such maximum number shall be determined for each political party in the following manner: From the number of members of one political party who are members of such body at the time of the election or appointment, subtract the number of members of such political party whose terms expire prior to the commencement of the terms for which such election or appointment is being held or made and subtract the balance thus arrived at from the appropriate number specified in column II of subsection (a) of this section.

(c) In the case of any election to any such body the winner or winners shall be determined as under existing law with the following exception: The municipal clerk shall prepare a list of the candidates ranked from top to bottom according to the number of votes each receives; when the number of members of any one political party who would be elected without regard to this section exceeds the maximum number as determined under subsection (b) of this section, only the candidates

CHAPTER 146* ELECTIONS

of such political party with the highest number of votes up to the limit of such maximum shall be elected, and the names of the remaining candidates of such political party shall be stricken from the list. The next highest ranking candidates shall be elected up to the number of places to be filled at such election.

(d) If an unexpired portion of a term is to be filled at the same time as a full term, the unexpired term shall be deemed to be filled before the full term for purposes of applying this section. At such time as the minority representation provisions of this section become applicable to any board, commission, committee or body, any vacancy thereafter occurring which is to be filled by appointment shall be filled by the appointment of a member of the same political party as that of the vacating member.

(e) Nothing in this section shall be construed to repeal, modify or prohibit enactment of any general or special act or charter which provides for a greater degree of minority representation than is provided by this section.

(f) Nothing in this section shall deprive any person who is a member of any such body on July 1, 1960, of the right to remain as a member until the expiration of his term.

(g) For the purposes of this section, a person shall be deemed to be a member of the political party on whose enrollment list his name appears on the date of his appointment to, or of his nomination as a candidate for election to, any office specified in subsection (a) of this section, provided any person who has applied for erasure or transfer of his name from an enrollment list shall be considered a member of the party from whose list he has so applied for erasure or transfer for a period of three months from the date of the filing of such application and provided further any person whose candidacy for election to an office is solely as the candidate of a party other than the party with which he is enrolled shall be deemed to be a member of the party of which he is such candidate.

(1959, P.A. 665; 1963, P.A. 592; P.A. 76-173, S. 1; P.A. 77-245, S. 4; P.A. 85-333, S. 1, 2; P.A. 86-400, S. 1, 2; P.A. 87-498, S. 1, 2; P.A. 89-370, S. 14, 15; P.A. 97-154, S. 8, 27.)

History: 1963 act added new Subsec. (g) setting forth how membership in a political party is determined for purposes of the section; P.A. 76-173 in Subsec. (d) deleted reference to vacancies to be filled by election, in Subsec. (e) added nothing to "prohibit enactment of" to repeal or modify, and added "charter" to general or special act providing for greater degree of minority representation; P.A. 77-245 changed "town" to "municipal" clerk where appearing; P.A. 85-333 applied section to municipal legislative bodies, except for a municipality having a town meeting as the legislative body, effective January 1, 1986, and applicable to elections held on or after that date; P.A. 86-400 restructured Subsec. (a) to place exceptions in a separate subdivision and added exception for town and city councils in unconsolidated cities within towns under stated circumstances; P.A. 87-498 added, in Subsec. (a)(2), "or (ii) for which the charter or a special act, on January 1, 1987, provided otherwise"; P.A. 89-370 exempted board of directors and other officers of any district, as defined in Sec. 7-324, having annual receipts from all sources not in excess of \$250,000 from provisions of section; P.A. 97-154 amended Subsec. (g) by changing period during which applicant for erasure or transfer shall be considered a party member, from six months to three months from application filing date, effective July 1, 1997.

See Sec. 9-183b re nomination procedure for justices of the peace.

CHAPTER 146* ELECTIONS

See Sec. 9-188 re application of minority representation requirements with respect to selectmen's election.

See Sec. 9-190 re minority major party's registrar of voters.

See Sec. 9-199 re election of town assessors and board of tax review.

See Sec. 9-200 re election of constables.

See Sec. 9-204 re minority representation on board of education.

This section not applicable to New Haven aldermanic election of 1967 as this was a sui generis election, a creature of the United States district court, not subject to ordinary state election law procedure. 298 F.S. 871.

Statute applies to board of tax review of city of Hartford. 154 C. 237. Second taxing district of city of Norwalk held to be a political subdivision of the state and subject to the provisions of this section. 155 C. 256. Definition of "political subdivision" discussed. *Id.* Applicability of this statute to a November, 1967, election of the board of aldermen of New Haven held under the direction of the United States District court for the district of Connecticut raised by a complaint of candidates in a case brought pursuant to section 9-328. Held the New Haven aldermanic election of November, 1967, is solely a creature of the United States district court and what candidates were elected is that court's prerogative to determine, especially as it has retained jurisdiction to decide this question. 156 C. 253. Cited. 168 C. 160. Minority representation statute not applicable to local legislative bodies. 175 C. 545. Cited. 182 C. 111. Cited. 190 C. 39. Cited. 205 C. 495. Cited. 225 C. 378.

The effect of subsec. (d) is that an appointment of a member of the same political party as that of the vacating member need not be made unless not to make it would cause the maximum number of members on the board permitted to any one party under the statute to be exceeded. 25 CS 444. Applies to board of selectmen of city of New London. The one man one vote rule does not apply to election of purely administrative body such as board of selectmen. 28 CS 403. Cited. 30 CS 74. Elected nonenrollee considered party member in light of minority representation rule. *Id.*

Subsec. (d):

Applies only to vacancies occurring in bodies that have already achieved maximum majority representation under Subsec. (a) of the statute and then only when the vacating member is of the minority party. 190 C. 39.

Cited. 37 CS 844.

PAGE
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MEMORANDUM

Town of Mansfield/Mansfield Public Schools
4 So. Eagleville Rd., Mansfield, CT 06268
860-429-3336 x5



To: Town Council
From: Matt Hart, Town Manager *MWH*
Cc: Maria Capriola, Assistant Town Manager; Mary Stanton, Town Clerk;
Cherie Trahan, Director of Finance
Date: September 12, 2016
Re: Correction to August 30, 2016 Minutes

Item #8

At the August 30, 2016 meeting the Town Council approved a series of motions and resolutions regarding the appropriation and borrowing authorization for renovations and repairs to the Mansfield Middle School gymnasium, locker rooms and bathrooms; to set a referendum; and to take related actions. During the preparation of the explanatory text, bond counsel discovered that several words had been omitted in the draft ballot label prepared for the Town. The wording in the resolutions appropriating the funds and establishing the referendum is correct as approved. It is only the ballot label which was missing some of the language. The label should read as follows:

“SHALL THE TOWN OF MANSFIELD APPROPRIATE \$873,000 FOR THE MANSFIELD MIDDLE SCHOOL GYMNASIUM AND RELATED FACILITIES RENOVATIONS PROJECT, AND AUTHORIZE THE ISSUE OF BONDS AND NOTES IN THE SAME AMOUNT TO FINANCE THE APPROPRIATION?”

Bond Counsel recommends that in connection with the Council’s approval of the August 30th meeting minutes, the identified change should be incorporated as a correction to a scrivener’s error.

The suggested motion is as follows:

Move, to adopt the minutes of August 30, 2016 special meeting revised to incorporate corrections as a scrivener’s error; the minutes now read: SHALL THE TOWN OF MANSFIELD APPROPRIATE \$873,000 FOR THE MANSFIELD MIDDLE SCHOOL GYMNASIUM AND RELATED FACILITIES RENOVATIONS PROJECT, AND AUTHORIZE THE ISSUE OF BONDS AND NOTES IN THE SAME AMOUNT TO FINANCE THE APPROPRIATION.

Attach: (1)

Mary L. Stanton

Subject: FW: Mansfield Middle School Gymnasium Project Referendum - Explanatory Text
Attachments: Mansfield 2016 Middle School Gymnasium Improvements -- Town Clerk_s Explanatory Text (DP LLP Revisio.DOC; Change-Pro Redline - Mansfield 2016 Middle School Gymnasium Improvements -- Town Clerk_s Explanator.DOC; mauth Town Mansfield -- 2017 Mansfield Middle School Gymnasium and Related Facilities Renovations Pr.DOCX

From: Gillette, Douglas W. [<mailto:dwgillette@daypitney.com>]
Sent: Wednesday, August 31, 2016 11:47 AM
To: Mary L. Stanton; Cherie Trahan; Matthew W. Hart
Subject: Mansfield Middle School Gymnasium Project Referendum - Explanatory Text

Mary:

Thank you for providing me with a copy of the draft explanatory text for review. In reviewing the text I noted that several words had been dropped on our draft document incorporating the ballot heading, which should have more closely tracked the Bond Resolution title. I have attached our suggested revision to the explanatory text, together with a comparison showing the change conforming the ballot heading.

I have also attached three revised pages from our authorization document package incorporating the same change: the Town Council resolution setting the ballot heading, the item for the Notice of the November 8, 2016 Election, and the Certificate of Referendum Vote. With regards to the Town Council meeting resolution, in connection with the approval of the August 30th meeting minutes that change should be incorporated as a correction to a scrivener's error.

My apologies for any resulting confusion from the omission.

With best regards,
Doug

Douglas W. Gillette | Attorney at Law | [Attorney Bio](#)



242 Trumbull Street | Hartford CT 06103-1212

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dwgillette@daypitney.com | www.daypitney.com

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submitted by Craig Marcus 8.8.2016

Item #9

Report:

Mansfield benefits little from UConn

By COREY SIPE
Chronicle Staff Writer

MANSFIELD — A recently released study claims the University of Connecticut puts much more strain on Mansfield than other public universities which are located in larger towns or cities.

Rebecca Shafer, co-founder of the Mansfield Neighborhood Preservation Group, which did the study, said — based on the most recently available statistics from UConn's Storrs campus — the university was ranked 37 out of 55 public universities in the United States as having the most impact on their host communities.

The 55 universities were classified as "flagship" schools.

Universities were ranked lowest to highest impact with a ranking of 55 being the most impact. For example, Mansfield's current population is 11,100 while UConn had 23,435 students attend last year.

The Mansfield Neighborhood Preservation Group is a town-gown organization that says it is "working to maintain the integrity of the town's neighborhoods."

The group wants to reduce the number of college rentals in neighborhoods, citing neighborhood destabilization factors like increased traffic, noise, parties and alcohol use.

It also seeks to convert existing rentals to single-family homes.

Mansfield Mayor Paul Shapiro said these rentals come at a time when limited on-campus housing and off-campus rentals force students to rent out non-owner occupied single-family homes.

"There is a pretty clear correlation between Next Gen and a decline in single-family residences used by the owner," Shapiro said.

Next Gen, or Next Generation Connecticut, is an initiative to invest in UConn facilities, faculty and students — with more students being admitted to UConn.

PAGE
BREAK

Ryan McDonald
Landlord, 78 Lynwood Road
P.O. Box 68
Mansfield, CT 06268
August 08, 2016

Paul Shapiro
Mayor
Town of Mansfield
Audrey P. Beck Municipal Building
4 So Eagleville Road
Mansfield, CT 06268

Dear Paul Shapiro:

Please see attached letter from my past tenants of 78 Lynwood Road. They request for their letter to be entered into the official minutes at the Town Council meeting tonight, Monday, August 8th, 2016.

Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan McDonald". The signature is written in a cursive, flowing style.

Ryan McDonald
Landlord, 78 Lynwood Road

CC: Matt Hart, Town Manager; Maria Capriola, Assistant Town Manager; Michael Ninteau, Director Building and Housing Inspection; Linda Painter, Director of Planning Development

Dear Town of Mansfield Town Council,

I am a former resident of 78 Lynwood Road and I wanted to chronicle some of the behavior and actions of my neighbors while my housemates and I lived in this residence over the past year. I wish to provide you with some honest experiences so students in the future do not have to go through what we went through in hopes that there may be better relations between students and residents of the Town of Mansfield.

Throughout the year my housemates and I were constantly subjected to neighbors violating our privacy, including people stopping outside and taking pictures of our house and our cars. This harassment, which we suspected was happening, became even more extreme when a picture of our house was posted as the cover photo on the "Mansfield Neighborhood Preservation" Facebook page. We were dubbed the "house of shame" on this Facebook page, having at the time received no contact or complaints from any of the neighbors. The picture was in fact a picture of our house on a weekend afternoon with some friends parked in the driveway, doing no wrong. Weeks later, we received complaints relayed from our landlord that our neighbors were bothered by the amount of cars in our driveway. We were shocked to see the lengths they would go through just to see us get in unwarranted trouble with the Town. The extra cars were often times housemate's girlfriends sleeping over or friends who were unable to drive and decided to stay over – none of which is of any business to anyone in the neighborhood or of the Town of Mansfield Housing Authority.

This harassment continued throughout the school year and over Winter break though we never threw parties and never had the police called on us. Eventually our landlord received Zoning Violation Citations from the Town, when a friend or girlfriend would sleep over, which ends up on our shoulders per our lease. The Town used this as a means of wrongfully punishing our landlord of housing more tenants than is allowed just to appease the constant calls and emails from our neighbors who were bothered by our comings and goings. After receiving the first ticket for \$150, I called the town to notify them that 6 cars were allowed in our parking plan and therefore they couldn't ticket us for something that was legal. The person at the Town office apologized and rescinded the ticket. After this, the neighbors would not back down, and continued making sure we got in trouble. We were issued another \$150 ticket a few weeks later for the same reason as the first. There was no physical evidence, nor documentation of 6 people living in the house but because some neighbors told the town that there was based on the number of the cars parked there, we were wrongfully issued another ticket.

At this point none of our neighbors had yet tried to talk to us about the issue, though we constantly made efforts to reach out and be open to hear concerns in order to solve the problem diplomatically. We felt as if we had our privacy invaded and that we were being told that we couldn't live freely and let our friends or girlfriends stay the night as we so pleased. The imposing and sometimes illegal behavior by our neighbors was disturbing. The fines that our neighbors "succeeded" on placing on landlords are passed onto the tenants and cause further financial burden for the lot of us. I implore the Town of Mansfield be more open about these

issues and not allow non rental property residents to subject students to this type of harassment in the future.

Sincerely,

Samuel Julien and the tenants of 78 Lynwood Road

PAGE
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Mary L. Stanton

Item # 11

From: Matthew W. Hart
Sent: Friday, August 05, 2016 10:00 PM
To: Town Council; Maria E. Capriola; Mary L. Stanton
Subject: FW: July 25 2016 Rental Ordinance Meeting

FYI

Matt Hart
Town Manager
Town of Mansfield
860-429-3336

All E-mails are for official Town business only and privacy should not be assumed. E-mails are public documents unless subject matter is protected by State or Federal Laws.



Please consider the environment before printing this email.

From: Theodore Mihalopoulos [<mailto:mihalop@ameritech.net>]
Sent: Thursday, August 04, 2016 11:38 PM
To: Town Mngr <TownMngr@MANSFIELDCT.ORG>; John Mihalopoulos <bigjohn2445@msn.com>
Subject: Re: July 25 2016 Rental Ordinance Meeting

On Thursday, August 4, 2016 10:33 PM, Theodore Mihalopoulos <mihalop@ameritech.net> wrote:

August 4, 2016
Via Email

Matthew W. Hart
Town Manager
Town of Mansfield
4 S. Eagleville Road
Mansfield , Ct 06268

Re: Rental Housing Proposed Ordinances – from July 25, 2016 Town Meeting

Dear Mr. Hart,

We trust that you are aware of appeals/requests by several of our counterpart landlords who are seeking a continuance of the vote on rental ordinance that is planned for next week, to wit, for the purpose of properly vetting the proposed ordinances in an equitable and reasonable fashion.

We are writing this letter in support of the various landlords as mentioned above seeking a continuation and accordingly, respectfully request a continuance of the vote on rental ordinance that is planned for next week.

Respectfully yours,

John & Helen Mihalopoulos, Lamoine ME
bigjohn2445@msn.com

Theodore Mihalopoulos, Glen Ellyn , IL
mihalop@ameritech.net

PAGE
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Submitted by: Bill Roe, Mansfield Center, CT
Reply to Chronicle Article (Long Version)

Item #12

Dear Chronicle Editor,

The title, "Mansfield Benefits Little from UConn," for the July 2, 2016 article about Mansfield's housing situation related to UConn students living off-campus was a bit overblown. While the impacts of 55% of the university student body living off campus are far greater in Mansfield than they might be in larger towns, it is untrue to say Mansfield "benefits little from UConn."

What is true is that Mansfield is a tiny town with only 11,100 permanent residents. With UConn housing an increasingly smaller number of its students, the remaining students are moving into our neighborhoods, causing the character of our neighborhoods to change. Some neighborhoods are now 40% rentals, several are 90% rentals. While the percentage of on-campus housing looks high compared to other universities, the number of students is growing. The traffic and ancillary issues (commonly called "studentification", see Wiki) such as parties, drinking, and rowdy behavior are also more widespread. There are investors coming to town who buy up our homes as investment property. This leaves less workforce and affordable housing. Currently, over **400 single family homes** have been converted to rental property. Four hundred... By my calculation, roughly one home/week converts into a non-owner occupied rental. Some residents buy the homes that go up for sale next door to them because they fear it will turn into a student rental, adversely impacting their property value and quality of life.

The residents of Mansfield love our town and enjoy living in a college community. There are many benefits, as we pointed out - including strolling and biking on a lovely campus, educational opportunities for our children and ourselves, employment, and cultural activities. We embrace the university. We do, however, feel that the university needs to house ON CAMPUS the students it brings to the area who are currently living off-campus (12,287 according to the 2016 UConn Fact Sheet). There also should be a cap on enrollment so the character of our community does not change forever. Our master plan, *Mansfield Tomorrow*, a collaboration of hundreds of community members, recognizes that off-campus housing is a problem that needs to be addressed. Among the goals of the plan are a reduction in investor-owned houses close to campus and a reduction in rental permits issued. "The continued conversion of single-family homes into rentals units particularly in neighborhoods near UConn and Eastern Connecticut State University, where there are large student populations, is a significant concern for the long-term health of these neighborhoods."* (Pg 1.4 *Mansfield Tomorrow*)

There are steps the university CAN take to work more collaboratively with the town such as to invite our Mayor to be on the Board of Trustees (ex officio) to gain greater insight into the university's host community. They can also encourage faculty and staff to live in Mansfield and provide incentives to do so. Some courses could be offered at other UConn Campuses, instead of Storrs. Fraternities could be housed on campus, not in our neighborhoods.

Finally, a few sentences appear to be left off of the last paragraph of the article, as well as, the link to the studies which is www.BillRoe.com. The sources of the data are included in the report footnotes.

Regards,
Rebecca Shafer, Attorney
Lifetime resident of Mansfield
Mansfield Neighborhood Preservation Group
<https://www.facebook.com/groups/MansfieldNeighborhoodPreservation/>

Submitted by Rebecca Shafer @ August 8, 2016 meeting

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VILLAGE OF BELLE TERRE v. BORAAS

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United States Supreme Court
VILLAGE OF BELLE TERRE v. BORAAS, (1974)
No. 73-191
Argued: Decided: April 1, 1974

A New York village ordinance restricted land use to one-family dwellings, defining the word "family" to mean one or more persons related by blood, adoption, or marriage, or not more than two unrelated persons, living and cooking together as a single housekeeping unit and expressly excluding from the term lodging, boarding, fraternity, or multiple-dwelling houses. After the owners of a house in the village, who had leased it to six unrelated college students, were cited for violating the ordinance, this action was brought to have the ordinance declared unconstitutional as violative of equal protection and the rights of association, travel, and privacy. The District Court held the ordinance constitutional, and the Court of Appeals reversed. Held:

1. Economic and social legislation with respect to which the legislature has drawn lines in the exercise of its discretion will be upheld if it is "reasonable, not arbitrary," and bears "a rational relationship to a [permissible] state objective," Reed v. Reed, 404 U.S. 71, 76, and here the ordinance - which is not aimed at transients and involves no procedural disparity inflicted on some but not on others or deprivation of any "fundamental" right - meets that constitutional standard and must be upheld as valid land-use legislation addressed to family needs. Berman v. Parker, 348 U.S. 26. Pp. 7-9. [416 U.S. 1, 2]

2. The fact that the named tenant appellees have vacated the house does not moot this case as the challenged ordinance continues to affect the value of the property. Pp. 9-10.

476 F.2d 806, reversed.
DOUGLAS, J., delivered the opinion of the Court, in which BURGER, C. J., and STEWART, WHITE, BLACKMUN, POWELL, and REHNQUIST, JJ., joined. BRENNAN, J., post, p. 10, and MARSHALL, J., post, p. 12, filed dissenting opinions.

Bernard E. Gegan argued the cause for appellants. With him on the brief was James J. von Oiste.

Lawrence G. Sager argued the cause for appellees. With him on the brief were Melvin L. Wulf and Burt Neuborne.

MR. JUSTICE DOUGLAS delivered the opinion of the Court.

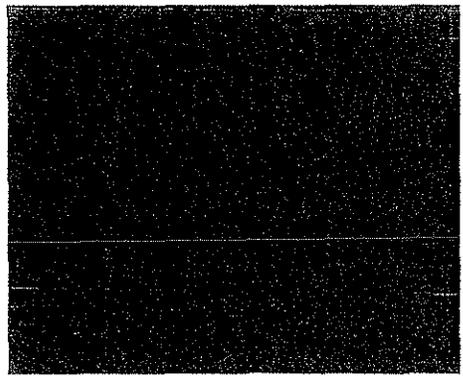
Belle Terre is a village on Long Island's north shore of about 220 homes inhabited by 700 people. Its total land area is less than one square mile. It has restricted land use to one-family dwellings excluding lodging houses, boarding houses, fraternity houses, or multiple-dwelling houses. The word "family" as used in the ordinance means, "[o]ne or more persons related by blood, adoption, or marriage, living and cooking together as a single housekeeping unit, exclusive of household servants. A number of persons but not exceeding two (2) living and cooking together as a single housekeeping unit though not related by blood, adoption, or marriage shall be deemed to constitute a family."

Appellees the Dickmans are owners of a house in the village and leased it in December 1971 for a term of 18 months to Michael Truman. Later Bruce Boraas became a colessee. Then Anne Parish moved into the house along with three others. These six are students at nearby State University at Stony Brook and none is [416 U.S. 1, 3] related to the other by blood, adoption, or marriage. When the village served the Dickmans with an

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"Order to Remedy Violations" of the ordinance, 1 the owners plus three tenants 2 thereupon brought this action under 42 U.S.C. 1983 for an injunction and a judgment declaring the ordinance unconstitutional. The District Court held the ordinance constitutional, 367 F. Supp. 136, and the Court of Appeals reversed, one judge dissenting, 476 F.2d 806. The case is here by appeal, 28 U.S.C. 1254 (2); and we noted probable jurisdiction, 414 U.S. 907.

This case brings to this Court a different phase of local zoning regulations from those we have previously reviewed. *Euclid v. Ambler Realty Co.*, 272 U.S. 365, involved a zoning ordinance classifying land use in a given area into six categories. The Dickmans' tracts fell under three classifications: U-2, which included two-family dwellings; U-3, which included apartments, hotels, churches, schools, private clubs, hospitals, city hall and the like; and U-6, which included sewage disposal plants, incinerators, scrap storage, cemeteries, oil and gas storage and so on. Heights of buildings were prescribed for each zone; also, the size of land areas required for each kind of use was specified. The land in litigation was vacant and being held for industrial development; and evidence was introduced showing that under the restricted-use [416 U.S. 1, 4] ordinance the land would be greatly reduced in value. The claim was that the landowner was being deprived of liberty and property without due process within the meaning of the Fourteenth Amendment.

The Court sustained the zoning ordinance under the police power of the State, saying that the line "which in this field separates the legitimate from the illegitimate assumption of power is not capable of precise delimitation. It varies with circumstances and conditions." *Id.*, at 387. And the Court added: "A nuisance may be merely a right thing in the wrong place, - like a pig in the parlor instead of the barnyard. If the validity of the legislative classification for zoning purposes be fairly debatable, the legislative judgment must be allowed to control." *Id.*, at 388. The Court listed as considerations bearing on the constitutionality of zoning ordinances the danger of fire or collapse of buildings, the evils of overcrowding people, and the possibility that "offensive trades, industries, and structures" might "create nuisance" to residential sections. *Ibid.* But even those historic police power problems need not loom large or actually be existent in a given case. For the exclusion of "all industrial establishments" does not mean that "only offensive or dangerous industries will be excluded." *Ibid.* That fact does not invalidate the ordinance; the Court held:

"The inclusion of a reasonable margin to insure effective enforcement, will not put upon a law, otherwise valid, the stamp of invalidity. Such laws may also find their justification in the fact that, in some fields, the bad fades into the good by such insensible degrees that the two are not capable of being readily distinguished and separated in terms of legislation." *Id.*, at 388-389. [416 U.S. 1, 5]

The main thrust of the case in the mind of the Court was in the exclusion of industries and apartments, and as respects that it commented on the desire to keep residential areas free of "disturbing noises"; "increased traffic"; the hazard of "moving and parked automobiles"; the "depriving children of the privilege of quiet and open spaces for play, enjoyed by those in more favored localities." *Id.*, at 394. The ordinance was sanctioned because the validity of the legislative classification was "fairly debatable" and therefore could not be said to be wholly arbitrary. *Id.*, at 388.

Our decision in *Berman v. Parker*, 348 U.S. 26, sustained a land-use project in the District of Columbia against a landowner's claim that the taking violated the Due Process Clause and the Just Compensation Clause of the Fifth Amendment. The essence of the argument against the law was, while taking property for ridding an area of slums was permissible, taking it "merely to develop a better balanced, more attractive community" was not, *id.*, at 31. We refused to limit the concept of public welfare that may be enhanced by zoning regulations. 3 We said:

"Miserable and disreputable housing conditions may do more than spread disease and crime and immorality. [416 U.S. 1, 6] They may also suffocate the spirit by reducing the people who live there to the status of cattle. They may indeed make living an almost insufferable burden. They may also be an ugly sore, a blight on the community which robs it of charm, which makes it a place from which men turn. The misery of housing may despoil a community as an open sewer may ruin a river.

"We do not sit to determine whether a particular housing project is or is not desirable. The concept of the public welfare is broad and inclusive. . . . The values it represents are spiritual as well as physical, aesthetic as well as monetary. It is within the power of the legislature to determine that the community should be beautiful as well as healthy, spacious as well as clean, well-balanced as well as carefully patrolled." *Id.*, at 32-33.

If the ordinance segregated one area only for one race, it would immediately be suspect under the reasoning of *Buchanan v. Warley*, 245 U.S. 60, where the Court invalidated a city ordinance barring a black from acquiring real property in a white residential area by reason of an 1866 Act of Congress, 14 Stat. 27, now 42 U.S.C. 1982, and an 1870 Act, 17, 16 Stat. 144, now 42 U.S.C. 1981, both enforcing the Fourteenth Amendment. 245 U.S., at 78-82. See *Jones v. Mayer Co.*, 392 U.S. 409.

In *Seattle Trust Co. v. Roberge*, 278 U.S. 116, Seattle had a zoning ordinance that permitted a "philanthropic home for children or for old people" in a particular district "when the written consent shall have been obtained of the owners of two-thirds of the property within four hundred (400) feet of the proposed building." *Id.*, at 118. The Court held that provision of the ordinance unconstitutional, saying that the existing owners

could "withhold consent for selfish reasons or arbitrarily and [415 U.S. 1, 7] may subject the trustee [owner] to their will or caprice." *Id.*, at 122. Unlike the billboard cases (e. g., *Cusack Co. v. City of Chicago*, 242 U.S. 526), the Court concluded that the Seattle ordinance was invalid since the proposed home for the aged poor was not shown by its maintenance and construction "to work any injury, inconvenience or annoyance to the community, the district or any person." 278 U.S., at 122.

The present ordinance is challenged on several grounds: that it interferes with a person's right to travel; that it interferes with the right to migrate to and settle within a State; that it bars people who are uncongenial to the present residents; that it expresses the social preferences of the residents for groups that will be congenial to them; that social homogeneity is not a legitimate interest of government; that the restriction of those whom the neighbors do not like trenches on the newcomers' rights of privacy; that it is of no rightful concern to villagers whether the residents are married or unmarried; that the ordinance is antithetical to the Nation's experience, ideology, and self-perception as an open, egalitarian, and integrated society. 4

We find none of these reasons in the record before us. It is not aimed at transients. Cf. *Shapiro v. Thompson*, 394 U.S. 618. It involves no procedural disparity inflicted on some but not on others such as was presented by *Griffin v. Illinois*, 351 U.S. 12. It involves no "fundamental" right guaranteed by the Constitution, such as voting, *Harper v. Virginia Board*, 383 U.S. 663; the right of association, *NAACP v. Alabama*, 357 U.S. 449; the right of access to the courts, *NAACP v. Button*, 371 U.S. 415; or any rights of privacy, cf. *Griswold v. Connecticut*, [416 U.S. 1, 8] 381 U.S. 479; *Eisenstadt v. Baird*, 405 U.S. 438, 453-454. We deal with economic and social legislation where legislatures have historically drawn lines which we respect against the charge of violation of the Equal Protection Clause if the law be "reasonable, not arbitrary" (quoting *Royster Guano Co. v. Virginia*, 253 U.S. 412, 415) and bears "a rational relationship to a [permissible] state objective." *Reed v. Reed*, 404 U.S. 71, 76.

It is said, however, that if two unmarried people can constitute a "family," there is no reason why three or four may not. But every line drawn by a legislature leaves some out that might well have been included. 5 That exercise of discretion, however, is a legislative, not a judicial, function.

It is said that the Belle Terre ordinance reeks with an animosity to unmarried couples who live together. 6 There is no evidence to support it; and the provision of the ordinance bringing within the definition of a "family" two unmarried people belies the charge. [416 U.S. 1, 9]

The ordinance places no ban on other forms of association, for a "family" may, so far as the ordinance is concerned, entertain whomever it likes.

The regimes of boarding houses, fraternity houses, and the like present urban problems. More people occupy a given space; more cars rather continuously pass by; more cars are parked; noise travels with crowds.

A quiet place where yards are wide, people few, and motor vehicles restricted are legitimate guidelines in a land-use project addressed to family needs. This goal is a permissible one within *Berman v. Parker*, *supra*. The police power is not confined to elimination of filth, stench, and unhealthy places. It is ample to lay out zones where family values, youth values, and the blessings of quiet seclusion and clean air make the area a sanctuary for people.

The suggestion that the case may be moot need not detain us. A zoning ordinance usually has an impact on the value of the property which it regulates. But in spite of the fact that the precise impact of the ordinance sustained in *Euclid* on a given piece of property was not known, 272 U.S., at 397, the Court, considering the matter a controversy in the realm of city planning, sustained the ordinance. Here we are a step closer to the impact of the ordinance on the value of the lessor's property. He has not only lost six tenants and acquired only two in their place; it is obvious that the scale of rental values rides on what we decide today. When *Berman* reached us it was not certain whether an entire tract would be taken or only the buildings on it and a scenic easement. 348 U.S., at 36. But that did not make the case any the less a controversy in the constitutional sense. When Mr. Justice Holmes said for the Court in *Block v. Hirsh*, 256 U.S. 135, 155, "property rights may be cut down, and to that extent taken, without [416 U.S. 1, 10] pay," he stated the issue here. As is true in most zoning cases, the precise impact on value may, at the threshold of litigation over validity, not yet be known.

Reversed.

Footnotes

[Footnote 1] ERRATA: "The Dickmans" should be "Appellee's".

[Footnote 1] *Younger v. Harris*, 401 U.S. 37, is not involved here, as on August 2, 1972, when this federal suit was initiated, no state case had been started. The effect of the "Order to Remedy Violations" was to subject the occupants to liability commencing August 3, 1972. During the litigation the lease expired and it was extended. Anne Parish moved out. Thereafter the other five students left and the owners now hold the home out for sale or rent, including to student groups.

[Footnote 2] Truman, Boraas, and Parish became appellees but not the other three.

[Footnote 3] Vermont has enacted comprehensive statewide land-use controls which direct local boards to develop plans ordering the uses of local land, inter alia, to "create conditions favorable to transportation, health, safety, civic activities and educational and cultural opportunities, [and] reduce the wastes of financial and human resources which result from either excessive congestion or excessive scattering of population" Vt. Stat. Ann., Tit. 10, 6042 (1973). Federal legislation has been proposed designed to assist States and localities in developing such broad objective land-use guidelines. See Senate Committee on Interior and Insular Affairs, Land Use Policy and Planning Assistance Act, S. Rep. No. 93-197 (1973).

[Footnote 4] Many references in the development of this thesis are made to F. Turner, *The Frontier in American History* (1920), with emphasis on his theory that "democracy [is] born of free land." *Id.*, at 32.

[Footnote 5] Mr. Justice Holmes made the point a half century ago.

"When a legal distinction is determined, as no one doubts that it may be, between night and day, childhood and maturity, or any other extremes, a point has to be fixed or a line has to be drawn, or gradually picked out by successive decisions, to mark where the change takes place. Looked at by itself without regard to the necessity behind it the line or point seems arbitrary. It might as well or nearly as well be a little more to one side or the other. But when it is seen that a line or point there must be, and that there is no mathematical or logical way of fixing it precisely, the decision of the legislature must be accepted unless we can say that it is very wide of any reasonable mark." *Louisville Gas Co. v. Coleman*, 277 U.S. 32, 41 (dissenting opinion).

[Footnote 6] *Department of Agriculture v. Moreno*, 413 U.S. 528, is therefore inapt as there a household containing anyone unrelated to the rest was denied food stamps.

MR. JUSTICE BRENNAN, dissenting.

The constitutional challenge to the village ordinance is premised solely on alleged infringement of associational and other constitutional rights of tenants. But the named tenant appellees have quit the house, thus raising a serious question whether there now exists a cognizable "case or controversy" that satisfies that indispensable requisite of Art. III of the Constitution. Existence of a case or controversy must, of course, appear at every stage of review, see, e. g., *Roe v. Wade*, 410 U.S. 113, 125 (1973); *Steffel v. Thompson*, 415 U.S. 452, 459 n. 10 (1974). In my view it does not appear at this stage of this case.

Plainly there is no case or controversy as to the named tenant appellees since, having moved out, they no longer have an interest, associational, economic or otherwise, to be vindicated by invalidation of the ordinance. Whether there is a cognizable case or controversy must therefore turn on whether the lessor appellees may attack the ordinance on the basis of the constitutional rights of their tenants.

The general "weighty" rule of practice is "that a litigant may only assert his own constitutional rights or immunities," *United States v. Raines*, 362 U.S. 17, 22 (1960). A pertinent exception, however, ordinarily limits a litigant to the assertion of the alleged denial of another's constitutional rights to situations in which there is: (1) evidence that as a direct consequence of the denial of constitutional rights of the others, the litigant faces substantial economic injury, *Pierce v. Society of [416 U.S. 1, 11] Sisters*, 268 U.S. 510, 535-536 (1925); *Barrows v. Jackson*, 346 U.S. 249, 255-256 (1953), or criminal prosecution, *Griswold v. Connecticut*, 381 U.S. 479, 481 (1965); *Eisenstadt v. Baird*, 405 U.S. 438 (1972), and (2) a showing that the litigant's and the others' interests intertwine and unless the litigant may assert the constitutional rights of the others, those rights cannot effectively be vindicated. *Griswold v. Connecticut*, *supra*; *Eisenstadt v. Baird*, *supra*; see also *NAACP v. Alabama*, 357 U.S. 449 (1958).

In my view, lessor appellees do not, on the present record, satisfy either requirement of the exception. Their own brief negates any claim that they face economic loss. The brief states that "there is nothing in the record to support the contention that in a middle class, suburban residential community like Belle Terre, traditional families are willing to pay more or less than students with limited means like the Appellees." Brief for Appellees 54-55. And whether they face criminal prosecution for violations of the ordinance is at least unclear. The criminal summons served on them on July 19, 1972, was withdrawn because not preceded, as required by the village's procedure, by an order requiring discontinuance of violation within 48 hours. An order to discontinue violation was served thereafter on July 31, but was not followed by service of a criminal summons when the violation was not discontinued within 48 hours. *

The Court argues that, because a zoning ordinance "has an impact on the value of the property which it regulates," there is a cognizable case or controversy. But [416 U.S. 1, 12] even if lessor appellees for that reason have a personal stake, and we were to concede that landlord and tenant interests intertwine in respect of the ordinance, I cannot see, on the present record, how it can be concluded that "it would be difficult if not impossible," *Barrows v. Jackson*, *supra*, at 257, for present or prospective unrelated tenant groups of more than two to assert their own rights before the courts, since the departed tenant appellees had no difficulty in doing so. Thus, the second requirement of the exception would not presently appear to be satisfied. Accordingly it is

...relevant that the house was let, as we are now informed, to other unrelated tenants on a month-to-month basis after the tenant appellees moved out. None of the new tenants has sought to intervene in this suit. Indeed, for all that appears, they too may have moved out and the house may be vacant.

I dissent and would vacate the judgment of the Court of Appeals and remand to the District Court for further proceedings. If the District Court determines that a cognizable case or controversy no longer exists, the complaint should be dismissed. *Golden v. Zwicker*, 394 U.S. 103 (1969).

[Footnote *] In these circumstances, I agree with the Court that no criminal action was "pending" when this suit was brought and that therefore the District Court correctly declined to apply the principles of *Younger v. Harris*, 401 U.S. 37 (1971).

MR. JUSTICE MARSHALL, dissenting.

This case draws into question the constitutionality of a zoning ordinance of the incorporated village of Belle Terre, New York, which prohibits groups of more than two unrelated persons, as distinguished from groups consisting of any number of persons related by blood, adoption, or marriage, from occupying a residence within the confines of the township. 1 Lessor-appellees, the two owners of a Belle Terre residence, and three unrelated student tenants challenged the ordinance on the ground that it establishes a classification between households of [416 U.S. 1, 13] related and unrelated individuals, which deprives them of equal protection of the laws. In my view, the disputed classification burdens the students' fundamental rights of association and privacy guaranteed by the First and Fourteenth Amendments. Because the application of strict equal protection scrutiny is therefore required, I am at odds with my Brethren's conclusion that the ordinance may be sustained on a showing that it bears a rational relationship to the accomplishment of legitimate governmental objectives.

I am in full agreement with the majority that zoning is a complex and important function of the State. It may indeed be the most essential function performed by local government, for it is one of the primary means by which we protect that sometimes difficult to define concept of quality of life. I therefore continue to adhere to the principle of *Euclid v. Ambler Realty Co.*, 272 U.S. 365 (1926), that deference should be given to governmental judgments concerning proper land-use allocation. That deference is a principle which has served this Court well and which is necessary for the continued development of effective zoning and land-use control mechanisms. Had the owners alone brought this suit alleging that the restrictive ordinance deprived them of their property or was an irrational legislative classification, I would agree that the ordinance would have to be sustained. Our role is not and should not be to sit as a zoning board of appeals.

I would also agree with the majority that local zoning authorities may properly act in furtherance of the objectives asserted to be served by the ordinance at issue here: restricting uncontrolled growth, solving traffic problems, keeping rental costs at a reasonable level, and making the community attractive to families. The police power which provides the justification for zoning is not narrowly [416 U.S. 1, 14] confined. See *Berman v. Parker*, 348 U.S. 26 (1954). And, it is appropriate that we afford zoning authorities considerable latitude in choosing the means by which to implement such purposes. But deference does not mean abdication. This Court has an obligation to ensure that zoning ordinances, even when adopted in furtherance of such legitimate aims, do not infringe upon fundamental constitutional rights.

When separate but equal was still accepted constitutional dogma, this Court struck down a racially restrictive zoning ordinance. *Buchanan v. Warley*, 245 U.S. 60 (1917). I am sure the Court would not be hesitant to invalidate that ordinance today. The lower federal courts have considered procedural aspects of zoning, 2 and acted to insure that land-use controls are not used as means of confining minorities and the poor to the ghettos of our central cities 3. These are limited but necessary intrusions on the discretion of zoning authorities. By the same token, I think it clear that the First Amendment provides some limitation on zoning laws. It is inconceivable to me that we would allow the exercise of the zoning power to burden First Amendment freedoms, as by ordinances that restrict occupancy to individuals adhering to particular religious, political, or scientific beliefs. Zoning officials properly concern [416 U.S. 1, 15] themselves with the uses of land - with, for example, the number and kind of dwellings to be constructed in a certain neighborhood or the number of persons who can reside in those dwellings. But zoning authorities cannot validly consider who those persons are, what they believe, or how they choose to live, whether they are Negro or white, Catholic or Jew, Republican or Democrat, married or unmarried.

My disagreement with the Court today is based upon my view that the ordinance in this case unnecessarily burdens appellees' First Amendment freedom of association and their constitutionally guaranteed right to privacy. Our decisions establish that the First and Fourteenth Amendments protect the freedom to choose one's associates. *NAACP v. Button*, 371 U.S. 415, 430 (1963). Constitutional protection is extended, not only to modes of association that are political in the usual sense, but also to those that pertain to the social and economic benefit of the members. *Id.*, at 430-431; *Brotherhood of Railroad Trainmen v. Virginia Bar*, 377 U.S. 1 (1964). See *United Transportation Union v. State Bar of Michigan*, 401 U.S. 576 (1971); *Mine Workers v. Illinois State Bar Assn.*, 389 U.S. 217 (1967). The selection of one's living companions involves similar choices as to the emotional, social, or economic benefits to be derived from alternative living arrangements.

The freedom of association is often inextricably entwined with the constitutionally guaranteed right of privacy. The right to "establish a home" is an essential part of the liberty guaranteed by the Fourteenth Amendment. Meyer v. Nebraska, 262 U.S. 390, 399 (1923); Griswold v. Connecticut, 381 U.S. 479, 495 (1965) (Goldberg, J., concurring). And the Constitution secures to an individual a freedom "to satisfy his intellectual and emotional needs in the privacy of his own home." Stanley [416 U.S. 1, 16] v. Georgia, 394 U.S. 557, 565 (1969); see Paris Adult Theatre I v. Slaton, 413 U.S. 49, 66-67 (1973). Constitutionally protected privacy is, in Mr. Justice Brandeis' words, "as against the Government, the right to be let alone . . . the right most valued by civilized man." Olmstead v. United States, 277 U.S. 438, 478 (1928) (dissenting opinion). The choice of household companions - of whether a person's "intellectual and emotional needs" are best met by living with family, friends, professional associates, or others - involves deeply personal considerations as to the kind and quality of intimate relationships within the home. That decision surely falls within the ambit of the right to privacy protected by the Constitution. See Roe v. Wade, 410 U.S. 113, 153 (1973); Eisenstadt v. Baird, 405 U.S. 438, 453 (1972); Stanley v. Georgia, supra, at 564-565; Griswold v. Connecticut, supra, at 483, 486; Olmstead v. United States, supra, at 478 (Brandeis, J., dissenting); Moreno v. Department of Agriculture, 345 F. Supp. 310, 315 (DC 1972), aff'd, 413 U.S. 528 (1973).

The instant ordinance discriminates on the basis of just such a personal lifestyle choice as to household companions. It permits any number of persons related by blood or marriage, be it two or twenty, to live in a single household, but it limits to two the number of unrelated persons bound by profession, love, friendship, religious or political affiliation, or mere economics who can occupy a single home. Belle Terre imposes upon those who deviate from the community norm in their choice of living companions significantly greater restrictions than are applied to residential groups who are related by blood or marriage, and compose the established order within the community. 4 The village has, in [416 U.S. 1, 17] effect, acted to fence out those individuals whose choice of lifestyle differs from that of its current residents. 5

This is not a case where the Court is being asked to nullify a township's sincere efforts to maintain its residential character by preventing the operation of rooming houses, fraternity houses, or other commercial or high-density residential uses. Unquestionably, a town is free to restrict such uses. Moreover, as a general proposition, I see no constitutional infirmity in a town's limiting the density of use in residential areas by zoning regulations which do not discriminate on the basis of constitutionally suspect criteria. 6 This ordinance, however, limits the density of occupancy of only those homes occupied by unrelated persons. It thus reaches beyond control of the use of land or the density of population, and undertakes to regulate the way people choose to associate with each other within the privacy of their own homes.

It is no answer to say, as does the majority, that associational interests are not infringed because Belle Terre residents may entertain whomever they choose. Only last Term MR. JUSTICE DOUGLAS indicated in concurrence that he saw the right of association protected by the First Amendment as involving far more than the right to entertain visitors. He found that right infringed by a restriction on food stamp assistance, penalizing [416 U.S. 1, 18] households of "unrelated persons." As MR. JUSTICE DOUGLAS there said, freedom of association encompasses the "right to invite the stranger into one's home" not only for "entertainment" but to join the household as well. Department of Agriculture v. Moreno, 413 U.S. 528, 538-545 (1973) (concurring opinion). I am still persuaded that the choice of those who will form one's household implicates constitutionally protected rights.

Because I believe that this zoning ordinance creates a classification which impinges upon fundamental personal rights, it can withstand constitutional scrutiny only upon a clear showing that the burden imposed is necessary to protect a compelling and substantial governmental interest, Shapiro v. Thompson, 394 U.S. 618, 634 (1969). And, once it is determined that a burden has been placed upon a constitutional right, the onus of demonstrating that no less intrusive means will adequately protect the compelling state interest and that the challenged statute is sufficiently narrowly drawn, is upon the party seeking to justify the burden. See Memorial Hospital v. Maricopa County, 415 U.S. 250 (1974); Speiser v. Randall, 357 U.S. 513, 525-526 (1958).

A variety of justifications have been proffered in support of the village's ordinance. It is claimed that the ordinance controls population density, prevents noise, traffic and parking problems, and preserves the rent structure of the community and its attractiveness to families. As I noted earlier, these are all legitimate and substantial interests of government. But I think it clear that the means chosen to accomplish these purposes are both overinclusive and underinclusive, and that the asserted goals could be as effectively achieved by means of an ordinance that did not discriminate on the basis of constitutionally protected choices of lifestyle. The ordinance imposes no restriction whatsoever on the number [416 U.S. 1, 19] of persons who may live in a house, as long as they are related by marital or sanguinary bonds - presumably no matter how distant their relationship. Nor does the ordinance restrict the number of income earners who may contribute to rent in such a household, or the number of automobiles that may be maintained by its occupants. In that sense the ordinance is underinclusive. On the other hand, the statute restricts the number of unrelated persons who may live in a home to no more than two. It would therefore prevent three unrelated people from occupying a dwelling even if among them they had but one income and no vehicles. While an extended family of a dozen or more might live in a small bungalow, three elderly and retired persons could not occupy the large manor house next door. Thus the statute is also grossly overinclusive to accomplish its intended purposes.

There are some 220 residences in Belle Terre occupied by about 700 persons. The density is therefore just above three per household. The village is justifiably concerned with density of population and the related problems of noise, traffic, and the like. It could deal with those problems by limiting each household to a specified number of adults, two or three perhaps, without limitation on the number of dependent children. 7 The burden of such an ordinance would fall equally upon all segments of the community. It would surely be better tailored to the goals asserted by the village than the ordinance before us today, for it would more realistically [416 U.S. 1, 20] restrict population density and growth and their attendant environmental costs. Various other statutory mechanisms also suggest themselves as solutions to Belle Terre's problems - rent control, limits on the number of vehicles per household, and so forth, but, of course, such schemes are matters of legislative judgment and not for this court. Appellants also refer to the necessity of maintaining the family character of the village. There is not a shred of evidence in the record indicating that if Belle Terre permitted a limited number of unrelated persons to live together, the residential, familial character of the community would be fundamentally affected.

By limiting unrelated households to two person while placing no limitation on households of related individuals, the village has embarked upon its commendable course in a constitutionally faulty vessel. Cf. *Marshall v. United States*, 414 U.S. 417, 430 (1974) (dissenting opinion). I would find the challenged ordinance unconstitutional. But I would not ask the village to abandon its goal of providing quiet streets, little traffic, and a pleasant and reasonably priced environment in which families might raise their children. Rather, I would commend the village to continue to pursue those purposes but by means of more carefully drawn and even-handed legislation.

I respectfully dissent.

[Footnote 1] The text of the ordinance is reprinted in part, ante, at 2.

[Footnote 2] See *Citizens Assn. of Georgetown v. Zoning Comm'n*, 155 U.S. App. D.C. 233, 477 F.2d 402 (1973).

[Footnote 3] See *Kennedy Park Homes Assn. v. Lackawanna*, 436 F.2d 108 (CA2 1970); *Dailey v. City of Lawton*, 425 F.2d 1037 (CA10 1970); cf. *Gautreaux v. City of Chicago*, 480 F.2d 210 (CA7 1973); *Crow v. Brown*, 457 F.2d 788 (CA5 1972); *Southern Alameda Spanish Speaking Organization v. Union City*, 424 F.2d 291 (CA9 1970). See generally Sager, *Tight Little Islands: Exclusionary Zoning, Equal Protection, and the Indigent*, 21 *Stan. L. Rev.* 767 (1969); Note, *Exclusionary Zoning and Equal Protection*, 84 *Harv. L. Rev.* 1645 (1971); Note, *The Responsibility of Local Zoning Authorities to Nonresident Indigents*, 23 *Stan. L. Rev.* 774 (1971).

[Footnote 4] "Perhaps in an ideal world, planning and zoning would be done on a regional basis, so that a given community would have apartments, [416 U.S. 1, 17] while an adjoining community would not. But as long as we allow zoning to be done community by community, it is intolerable to allow one municipality (or many municipalities) to close its doors at the expense of surrounding communities and the central city." *Appeal of Girsh*, 437 Pa. 237, 245 n. 4, 263 A. 2d 395, 399 n. 4 (1970).

[Footnote 5] See generally Note, *On Privacy: Constitutional Protection for Personal Liberty*, 48 *N. Y. U. L. Rev.* 670, 740-750 (1973).

[Footnote 6] See *Palo Alto Tenants' Union v. Morgan*, 487 F.2d 883 (CA9 1973).

[Footnote 7] By providing an exception for dependent children, the village would avoid any doubts that might otherwise be posed by the constitutional protection afforded the choice of whether to bear a child. See *Molino v. Mayor & Council of Glassboro*, 116 *N. J. Super.* 195, 281 A. 2d 401 (1971); cf. *Cleveland Board of Education v. LaFleur*, 414 U.S. 632 (1974). [416 U.S. 1, 21]

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From: Penny@Tavar.com
Sent: Thursday, August 04, 2016 9:25 PM
To: Town Mngr
Cc: 'Penny@Tavar.com'; 'Tom Tavar'
Subject: FW: Letter to Matt Hart, Town Manager

From: Penny@Tavar.com [mailto:penny@tavar.com]
Sent: Thursday, August 04, 2016 8:59 PM
To: hartmw@mansfield.org
Cc: 'Tom Tavar'; 'Penny@Tavar.com'
Subject: FW: Letter to Matt Hart, Town Manager

Matthew W. Hart
Town Manager
Town of Mansfield
4 S. Eagleville Road
Mansfield, Ct 06268

Dear Mr. Hart,

This letter is to respectfully request a continuance of the vote on rental ordinance that is planned for next week. A continuance is vital in order for the AD HOC committee to gather and be presented with more and necessary information before suggesting further change in ordinances.

For example, I myself will be having a hearing soon, and I feel that the results, and the results of other hearings that I understand are scheduled, are critical to this process. Not only the results, as this is not a clear cut issue due to unclear rules, will only be a small component of information that is necessary to consider.

The number of Landlords and Students, who attended the last meeting, and those who wish to attend future meetings, and those who were not able to attend, speaks volumes and should be considered and afforded the opportunity for this process.

I believe that haste, will cause more problems for this process that can and should be prevented.

We all understand that this is not a simple process, that there are inherent flaws and ambiguity in the language, however it seems the time has come to gather as a collective and proceed with caution.

Thank you for your consideration,

Penny and Thomas Tavar
23 Old Farm Hill Rd.
Newtown, Ct 06470
203.770.7710

PAGE
BREAK

Sara-Ann Chaine

Item #14

From: Kathy Ward <wardgervino@gmail.com>
Sent: Tuesday, August 23, 2016 11:36 AM
To: Town Council; PlanZoneDept
Cc: Town Mngr
Subject: Zoning Moratorium
Attachments: Letter to PZC and TC.doc

Dear Councilors and Commissioners,

Please take a moment to read the following letter. This is from the Mansfield Nonprofit Housing Development Corporation regarding the Proposed Zoning Moratorium.

Thank you very much for your time. I look forward to hearing from you.

--

Kathy Ward

The Mansfield Nonprofit Housing Development Corporation

309 Maple Road
Storrs, CT 06268
860-487-0693 Phone
860-955-0009 Fax
800-842-9710 TDD/TTY
Affirmative Action and EEO Employer

Via Email only
August 17, 2016

Mansfield Town Council (TownCouncil@mansfieldct.org)
Planning and Zoning Commission (PlanZoneDept@mansfieldct.org)

RE: Proposed Amendment to Zoning Regulations Regarding a Temporary and Limited
Moratorium on Applications Related to Multi- Family Housing ("Amendment")

Dear Members,

Background

The Mansfield Nonprofit Housing Development Corporation ("MNHDC") was formed in 1983. Its core mission is to promote the general welfare of the community through (i) the promotion of housing for low and moderate income people, and in particular, residents of the towns served by the Mansfield Housing Authority and (ii) providing varied housing options in order to promote sustainability of the Corporation and the integration of residents in affordable and market rate housing.

Creating affordable housing has been a difficult undertaking. The MNHDC had no funds to enable it to take even the smallest first step toward its mission; to secure property. In 2014, a property became available and Connecticut Housing Finance Authority ("CHFA") allowed the MNHDC to formally borrow funds from the Housing Authority which it held in reserves for the long term capital needs replacement on another property. This was done with the understanding that it would be paid back in full when the new project was financed.

Since its purchase, the MNHDC has (i) completed a A-1 survey of the property, (ii) assembled a Green Charrette (an intense working group of diverse housing development professionals, policy makers, community members and funders to flush out all aspects of green design principles which was organized by New Ecology), (iii) attended the Affordable Housing Academy (to educate ourselves on the process of obtaining funding through the state and have initially presented our project to the Department of Housing ("DOH") and CHFA, as part of Affordable Housing Academy training) (iv) contracted with a consultant to complete and submit a pre-development loan to DOH (application was submitted last week), and (v) contracted with an architect.

Our project is expected to be the first of its kind in Connecticut. We are planning to use the Passivhaus design model which should be a net zero energy use apartment complex.

In addition, using a different paradigm, we are designing the financing in such a manner that there should be no need to return to government for any additional funds. It is our goal to build housing which is both environmentally and financially self- sustainable.

Proposed Amendment

The MNHDC would like to propose the following modification to the proposed Amendment that would exempt certain multi-family projects.

Multi-family housing projects in which thirty percent (30%) of the units are "affordable," serving families with income at or below eighty percent (80%) of the Area Median Income (AMI) for Mansfield are exempt.

Considerations For the Proposed Modification to the Amendment

For the following reasons we believe the exemption would benefit the Town and the MNHDC in its efforts to provide affordable housing.

1. Towns must have ten percent (10%) of its housing stock meet the definition of "affordable housing" under Connecticut State Law Section 8-30g or be subject to the affordable housing land use appeals procedure set forth in said section. Currently, Mansfield is listed on the 2012 Affordable Housing Appeals List of Exempt Municipalities with 10.94% affordable housing units. This number is based on the 2010 Census. The 10.94% will be negatively impacted when reassessed in 2020 for a few reasons.
 - (a) The 10.94% was determined by counting 153 Section 8 Vouchers administered by the Housing Authority. The Housing Authority actually administers only 149 vouchers. Due to lack of funding, over the last 8 years the Housing Authority has used on average 129 of the 149 vouchers. Of those 129, only about half (60-65) are used in the Town of Mansfield (The Housing Authority's Section 8 Housing Choice Voucher Program covers the jurisdiction of Ashford, Willington, Chaplin, Coventry and Mansfield). Only those vouchers used in the Town can be counted toward the Town's affordable unit count. When re-determination takes place in 2020, Mansfield's Section 8 Voucher count toward affordable housing will be reduced from 153 vouchers to about 65 vouchers. At best, this would represent a loss of 88 affordable units. If just the 88 vouchers were removed from the State's 2012 number, the percentage of affordable housing in Mansfield would fall to 9.47%.
 - (b) According to Table 7.3 of the Mansfield Tomorrow: Plan of Conservation and Development the units that have been permitted and an estimate of what will be permitted by 2020 is 563. Using that number to add to the existing housing and reducing the Section 8 Vouchers by 88, the percentage of affordable housing estimated for 2020 would fall to 8.4%. In actuality, we

believe that from 2010 to 2020 probably more than 563 units will be established that are not affordable.

In any scenario, it will be difficult to add enough affordable housing to maintain the required 10% affordable housing threshold to avoid the land use appeals procedure. Requiring any affordable housing project to be delayed would only further cement the likelihood that the 10% threshold could not be met.

2. The effect of a nine-month moratorium on affordable housing, which will require state funding, equates to a minimum delay of two years. State Competitive Housing Assistance for Multifamily Properties (CHAMP) funding (required for construction and permanent financing) is available twice per year, generally in June and December. This moratorium would mean missing a possible funding round opportunity in December 2016 and June 2017. It is possible we could be ready for funding in December 2017, but more likely the funding application would not be ready until June 2018. If funding was received in the June 2018 round we would not be notified of our award until September 2018, with construction taking place through 2019 and possibility into 2020. Set forth below are some of the funding unknowns that are cause for concern.
 - (a) Funding rounds are *competitive* and all projects submitted are not approved. Approval of projects is based on a point system. Projects with the most points receive funding until the state funding is exhausted for that round.
 - (b) The points received are based on priorities set by the state for housing, how shovel- ready the project is (i.e. all zoning approvals in place and architectural drawings 90% completed, contractor chosen) and additional financing that has been committed to the project. We are told from our consultants not to expect to be funded the first time you submit your application. So, it is possible that we could not be funded until the December 2018 funding round and with notification not being received until March 2019.
 - (c) Another concern is the availability of funding in 2018, 2019 and beyond. It is unknown if State money will be available considering the financial state of the State or if a new administration would choose to continue the financial support for housing that Governor Malloy has made so central to his administration.
3. Debt is being incurred each day on consultants, staff, surveys, architectural sketches, etc.... with no way to pay for these items without a pre-development loan through the Department of Housing. All the work to date (i.e. design, surveys, environmental, and research on other funding streams) is being done in anticipation of applying for CHAMP funds in the June 2017 funding round at the

latest. We had hoped the December 2016 funding round would be achievable. Because the moratorium has been proposed, our project has been delayed and the likelihood of making the December 2016 CHAMP funding round no longer seem probable. In addition, if this project is further delayed, our costs are expected to increase including the interest rate we are negotiating with financing institutions. Cost of funds will have long term implications on the viability of the project and the actual number of affordable units we could create. If the cost per unit is too high, points will be lost on the CHAMP funding application and the project simply will not be fundable.

We hope we have provided you with the information needed to understand why we are making this request. However, if you have any questions or need clarification on any issue, please let us know.

Thank you for your time and consideration of our proposed modification.

Sincerely,

Kathy Ward
President

cc: Town Manager (TownMngr@mansfieldct.org)

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Council Members

Town of Mansfield

4 South Eagleville Road

Storrs, CT 06268

8/05/16

My name is Ted Wrubel and my wife and I own a single family home on Hunting Lodge Road that we have been renting to college students since 2007.

During this period, I think we have had only 1 year where we experienced that the damage to the house was only due to normal wear and tear. It was our pleasure to return their security deposit mostly intact!

Most of the time, I have to use between 60-100% of the security deposit to put the house back to the way it was before the students move in for the next school year. I have seen everything from doors broken in half horizontally, to carpets totally destroyed from the amount of traffic that goes through the house in the course of a year, cell phones flushed down toilets, carpets burnt, vomit and urine on walls and floors and of course, all the holes in the walls, screens destroyed, smoke detectors stolen, and garbage everywhere.

When we meet these kids, they are always polite, well dressed and, in general, nice. The parents seem to have done a good job raising them, and we encourage them to visit the house on lease signing day so they can see where their children will be living for the school year.

We pay property taxes, pay for the housing inspectors to come out every two years, have our septic pumped, well water tested, and have a lease that specifically states the amount of people that are allowed to live there. It also states that the tenants must abide by all local and state laws, regulations and ordinances while living there.

I mow the lawn and plow the driveway which allows me to perform visual inspections on a fairly regular basis. After my task is completed, I find that quite frequently I am sending out a text or making a phone call directing the tenants to keep the cars off the grass, pick up the garbage, or let them know that they should close the windows because of the inclement weather that is entering the house.

We feel that we are being responsible and pro-active in how we operate this rental property.

I have heard and read about many stories of loud and rowdy parties, trashed houses, and total disrespect by students for not only the house they are renting, but for their neighbors.

The present solution to this problem is to fine the landlords.

I have to say that, after receiving a citation myself this year, I take offense to these fines. It seems that with the amount of effort that we put into the property, abide by all the local regulations and

ordinances which should also help protect and sustain our property, we are the scapegoats for a system that just doesn't quite work as it should.

Now, some citizens as well as some of the leaders of the Town, are proposing to increase these fines and make renting a property even more difficult both financially and logistically. I don't feel that this will solve the problem. I think that in order to solve the problem you have to start holding the people (tenants) that are committing the violations accountable for not only their actions, but the actions of their guest. The vast majority of these kids are over 18 years of age and some are over 21. They can give blood, go to the package store and buy alcohol, and can be subject to a military draft. I don't understand why they can't be held accountable for their antics. By not giving the tenants these citations, or fines, I feel that the Town is enabling this type of behavior. It's like using somebody else's car and getting a speeding ticket and having the vehicle's owner receive the citation!

I think we can all agree that we love the college town atmosphere and all the University has to offer. The students will not be leaving any time soon. Rental properties will always be in existence. Between the State and Town laws and regulations already in place, as well as the guidelines set forth in the University's code of conduct, the path to compliance is in place but the enforcement has to be directed to the student offenders and not the property owners.

Before any more regulations are adopted, I am asking that the Town leaders spend a little more time in trying to figure out how to hold the violators (tenants) accountable instead of making the property owners responsible for actions they have no control over. (Absentee landlords are another issue)

Respectfully submitted,

Ted Wrubel

500 Woodland Road

Storrs, CT 06268



**PLANNING AND ZONING COMMISSION
TOWN OF MANSFIELD**

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

Item #16

To: Town Council
From: Planning and Zoning Commission
Date: Thursday, September 08, 2016
Re: 8-24 Referral; Outdoor Wood Burning Furnaces

Below is an excerpt from the 7/18/16 minutes of the Mansfield Planning and Zoning Commission:

REFERRAL FROM COUNCIL RE: OUTDOOR WOOD BURNING FURNACES

After discussion, members concurred that anyone who proposes a revision to the zoning regulations or a new regulation must submit a formal application for the Commission's consideration after public hearing and appropriate referrals.

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O'MALLEY, DENEEN, LEARY, MESSINA & OSWECKI

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ANDREW G. MESSINA, JR.
(1940-2000)

July 28, 2016

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

Re: Regulating Political Speech at Transfer Station Property

Dear Matt:

A number of concerns have been raised over time regarding individuals engaging in political activity at the Transfer Station. Specifically, there has been concerns raised by both members of the public and staff regarding public safety, and the safety of the individuals engaging in such political or campaign activities.

Public Works Director John Carrington has issued a policy which provides, in relevant part, "Individuals desiring to campaign and engage the public at the Transfer Station may only do so outside the gate at the main entrance. Those individuals campaigning cannot cause the traffic to back up into Route 89 and should respect each person's right to not want to be bothered when going to the Transfer Station."

While there are treatises and courses expounding on the differing standards of governmental regulation of speech on its properties, I will give a brief summary and discuss the Town's policy.

The extent to which a government may limit access to government owned facilities depends on how the property is or has been used, and the need for the government to conduct its business. The three categories generally used by the courts are the traditional public forum, the limited public forum and the non-public forum. . See Cornelius v. NAACP Legal Defense Fund, 473 U.S. 785, 797 (1985). Not all government owned property is treated as a traditional public forum, and the extent of regulation of publically owned space depends on how the property is categorized.

The United States Supreme Court has defined these three broad categories of public property for public forum analysis. The most broadly protected type of forum is the traditional public forum, places such as streets and parks and public greens which have traditionally been used for public assembly and debate, where the government may not

prohibit all communicative activity and must justify content-neutral time, place, and manner restrictions as narrowly tailored to serve some legitimate interest. Restrictions on speech in these fora are subject to strict scrutiny by the courts.

The second category of publically owned property is a "limited public forum". In looking at this type of property, the governmental entity may open property for communicative activity, and thereby create a public forum. It is important to note that within the framework of such legitimate limitations discrimination based on content must be justified by compelling governmental interests.

The final category is non-public forum property, where the government "may reserve the forum for its intended purposes, communicative or otherwise, as long as the regulation on speech is reasonable and not an effort to suppress expression merely because public officials oppose the speaker's view." "Public property which is not by tradition or designation a forum for public communication is governed by different standards. We have recognized that the "First Amendment does not guarantee access to property simply because it is owned or controlled by the government." United States Postal Service v. Council of Greenburgh Civic Assns., supra, at 129. In addition to time, place, and manner regulations, the State may reserve the forum for its intended purposes, communicative or otherwise, as long as the regulation on speech is reasonable and not an effort to suppress expression merely because public officials oppose the speaker's view. 453 U.S., at 131, n. 7. As we have stated on several occasions, "[the] State, no less than a private owner of property, has power to preserve the property under its control for the use to which it is lawfully dedicated." *Id.*, at 129-130, quoting Greer v. Spock, 424 U.S. 828, 836 (1976), in turn quoting Adderley v. Florida, 385 U.S. 39, 47 (1966)." Perry Educ. Ass'n v. Perry Local Educators' Ass'n, 460 U.S. 37, 45-46 (1983).

The distinction between the various categories can therefore determine the outcome of a case, since speakers may not be excluded from traditional public fora, but may be excluded from the second category only for a "compelling" governmental interest. Exclusion from a non-public forum need only be "reasonable." Yet, distinguishing between the three categories creates no small difficulty, as evidenced by recent case law.

Sidewalks, town greens are examples of traditional public forums. Examples of designated public forums have included community centers, municipal theaters, and public libraries. I have not found cases determining whether a municipal landfill or transfer station qualifies as either a limited public or non-public forum.

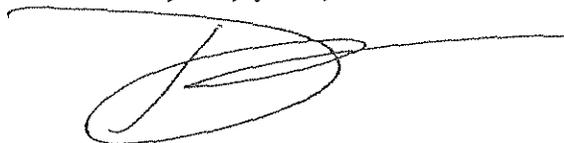
In these instances, courts look for clear governmental intent to create a limited public forum and will not infer the government intent to create a limited public forum. Cornelius, 473 U.S. at 802. In making this determination, courts will look to the "policy and practice" of the government to determine whether it intended to designate a nontraditional forum as open to assembly and debate. Another consideration is the nature of the property to ascertain whether it is compatible with expressive activity. *Id.* "The government does not create a [designated] public forum by inaction or by permitting limited discourse, but only by intentionally opening a nontraditional public forum for

public discourse." Id.

The Town has adopted a policy which designates a portion of the transfer station property on which campaign and other political activity may take place. The policy designates the area "outside the gate at the main entrance" as a limited public forum, available for the public to engage in political activities. The policy does not regulate the content of the speech or activity, but is designed to provide for the safety of both the public and employees, and to allow the Town to provide its necessary service. As such, the policy complies with the requirements of the First Amendment to the United States Constitution and Article First Section Four of the Connecticut Constitution.

Please feel free to contact me with any further questions.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Kevin M. Deneen', with a long horizontal line extending to the right.

Kevin M. Deneen

KMD/lc

TOWN OF MANSFIELD
DEPARTMENT OF PUBLIC WORKS



John C. Carrington, P.E., Director of Public Works

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October 2, 2015

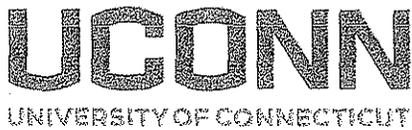
Political Activity at the Transfer Station Policy

Effective Date

The following policy is effective immediately and shall remain in effect until revised or rescinded.

- I. Occasionally individuals contending for an elected position desire to use the Transfer Station to engage with potential voters.
- II. Safety of the public while at the Transfer Station is most important and shall not be sacrificed for political activity.
- III. Individuals desiring to campaign and engage the public at the Transfer Station may only do so outside the gate at the main entrance. Those individuals campaigning cannot cause the traffic to back up into Route 89 and should respect each person's right to not want to be bothered when going to the Transfer Station.


John C. Carrington
Director of Public Works



Item #18

Dear UConn Off-Campus Student(s),

Welcome to the Neighborhood!

We hope you enjoy your off-campus rental and find it to be an enjoyable place to live.

Please know that the Town of Mansfield is home to senior citizens, retirees, working families and children. Much like the community in which you grew up, citizens of this Town have lived here for years and will continue to live here long after you have graduated.

Please respect this community and be a good neighbor to all of those living around your rental. Your actions have impact.

By living off campus, you are now considered a resident of the Town of Mansfield. Please familiarize yourself with all local zoning and municipal ordinances, many of which are included in your welcome bag. Additionally, please remember that the Student Code applies to all UConn students regardless of where the behavior occurs.

Have a great year and Go Huskies!

John Armstrong
Director, Off-Campus Student Services

Matthew Hart
Town Manager, Town of Mansfield

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