



**TOWN OF MANSFIELD  
TOWN COUNCIL MEETING  
Monday, November 28, 2016  
COUNCIL CHAMBERS  
AUDREY P. BECK MUNICIPAL BUILDING  
7:00 p.m.  
AGENDA**

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**EXECUTIVE SESSION**

**ADJOURNMENT**

REGULAR MEETING – MANSFIELD TOWN COUNCIL  
November 14, 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: Keane, Kochenburger, Moran, Ryan, Sargent, Shaiken, Shapiro  
Excused: Marcellino, Raymond

II. APPROVAL OF MINUTES

Mr. Shaiken moved and Mr. Ryan seconded to approve the minutes of the October 24, 2016 meeting as presented. The motion passed unanimously.

III. PUBLIC HEARING

1. Acquisition of Development Rights on 48.3 acres located on 474, 504, and 519 Mansfield City Road (Mountain Dairy Farm)

Jennifer Kaufman, Mansfield's Environmental Planner, outlined some of the specifics of the agreement which purchases the development rights for 48.3 acres of prime farmland. Mayor Shapiro noted letters of support from Jonathan Sgro and Scott Lehman (statements attached) which will become part of the record.

The Mayor closed the public hearing.

IV. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Helen Jane Fried, Olsen Drive, expressed concerns about changes in her Olsen Drive neighborhood and possible violations of a stop work order recently issued to Adam Lambert of 17 Olsen Drive. (Statement attached)

Amin Keshwani, Olsen Drive, commented on recent activity at 17 Olsen Drive and his concern about what these activities are having on the neighborhood and his family. Mr. Keshwani asked the Council to intercede. (Statement attached, supplemental information will be included in the November 28, 2016 packet.)

Rebecca Shafer, Echo Road, submitted a letter from the members of the Mansfield Neighborhood Preservation Group thanking Sgt. Cournoyer and the other resident troopers for the work they do in addressing student behavior issues. Ms. Shafer suggested the Council also consider additional coverage on weekends; a program that, after 3 strikes, would result in the loss of the rental permit; and a task force or investigator charged with looking at the network of fraternities operating in our neighborhoods. (Letter attached)

V. REPORT OF THE TOWN MANAGER

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

- Noting his resignation, Mr. Hart thanked current Board of Education Chair Randy Walikonis for his leadership and service.
- Mr. Hart will forward suggestions outlined by Ms. Shafer during the public comment portion of the meeting to Sgt. Cournoyer.

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- At the next Council meeting, Mr. Hart will provide a report responding to issues raised about 17 Olsen Drive.
- In response to a question from Mr. Sargent regarding the Housing Authority, the Town Manager commented that he and the Mayor are working to set up a joint meeting of the two entities.

#### VI. REPORTS AND COMMENTS OF COUNCIL MEMBERS

Mr. Shaiken acknowledged the Town Manger's quick work in facilitating a solution to computer problems with the Secretary of the State's office just before the election. Mr. Shaiken also complimented the outstanding efforts of the Registrars of Voters and noted that Mansfield had one of the highest Election Day Registration rates in the State. Councilors also thanked Town staff members who pitched in to help and the many residents who served as poll workers, commenting that their efforts all contributed to a good smooth election process.

Mayor Shapiro attended the Annual Fire Company Dinner which in addition to being a good time with good food also served as the final send off for recently retired Fire Chief Dave Dagon. Councilor Moran, Past Mayor Betsy Paterson, Assistant Town Manager Maria Capriola and Town Manager Matt Hart were also in attendance.

Mr. Shapiro, along with Councilors Ryan and Moran and Assistant Town Manager Maria Capriola, attended the Veterans Day Commemoration Event. Mr. Shapiro reported the committee did a phenomenal job. Mr. Ryan noted the speakers included four E.O. Smith students whose teacher challenged them to write a letter to a veteran.

The Mayor complimented outgoing Board of Education Chair Randy Walikonis on his leadership during a difficult and challenging time and his continued efforts to work for the children.

#### VII. OLD BUSINESS

2. Acquisition of Development Rights on 48.3 acres located on 474, 504, and 519 Mansfield City Road (Mountain Dairy Farm)

Ms. Keane moved and Mr. Ryan seconded to approve the following resolution:  
 RESOLVED, that Matthew W. Hart of the Town of Mansfield is hereby authorized to execute on behalf of the Town of Mansfield a Purchase and Sale Agreement to acquire the development rights to 48.3 acres located at 474, 504, and 519 Mansfield City Road in conjunction with United States Department of Agriculture (USDA) Natural Resources Conservation Service Agricultural Land Easement Program, and to execute any related documents with the USDA.

Councilor Shaiken noted, for that record, that a number of years ago his father did legal work for one of the entities in this agreement, but that now he is no longer involved.

The motion passed unanimously.

#### VIII. NEW BUSINESS

3. Schools Facilities Planning Study for Mansfield Public Schools  
 Superintendent Kelly Lyman and Board of Education Chair Randy Walikonis discussed the planning process the Board is undertaking to first identify the educational needs of the Town and then to engage an architect to look at pairing those

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needs with our current infrastructure. Only after that process would a Planning Committee be formed and architectural drawings considered. The plan is to engage the community from the beginning.

Ms. Lyman expressed her thanks to Mr. Walikonis for his service.

4. Mansfield Community Center Fee Recommendations

Mr. Ryan moved and Ms. Keane seconded, to approve the Community Center Fee Recommendations as presented by staff in its draft dated November 14, 2016, of which these new fees would become effective January 1, 2017.

Motion passed unanimously.

Ms. Moran moved and Mr. Ryan seconded to table Items 5, 6 and 7 to the Town Council meeting following the next Finance Committee meeting.

Motion passed unanimously.

5. Financial Statements Dated September 30, 2016

Tabled

6. Transfer of Uncollected Taxes to Property Tax Suspense Book

Tabled

7. Refund Balance Write-Off Request

Tabled

8. Proposed Amendments to Ordinance Concerning Property Tax Relief for Certain Elderly Homeowners

Mr. Shaiken moved and Ms. Keane seconded to schedule a public hearing for 7:05 PM at the Town Council's regular meeting on November 28, 2016 to solicit public comment regarding the proposed amendments to the Ordinance Concerning Property Tax Relief for Certain Elderly Homeowners.

Motion passed unanimously.

9. Proposed Amendments to Motor Vehicle and Traffic and Parking Ordinance

Mr. Kochenburger moved and Mr. Ryan seconded, to schedule a public hearing for 7:10 PM at the Town Council's regular meeting on November 28, 2016 to solicit public comment regarding the proposed amendments to the Chapter 182 of the Mansfield Code (Motor Vehicle Traffic and Parking).

Motion passed unanimously.

10. Proposed Amendments to Building Construction Ordinance

Ms. Keane moved and Mr. Shaiken seconded, effective November 14, 2016, to schedule a public hearing for 7:15 p.m. at the Town Council's regular meeting on November 28, 2016, to solicit public comment regarding the proposed amendments to the Mansfield Building Code Ordinance.

Motion passed unanimously.

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11. Town Council Meeting Schedule for 2017

Ms. Moran moved and Mr. Sargent seconded, effective November 14, 2016, to adopt the Town Council Meeting Schedule for 2017, as presented by the Town Clerk.

Ms. Moran accepted the Mayor's friendly amendment changing the date of the second meeting in December to the 27<sup>th</sup>.

The motion, as amended, passed unanimously.

IX. REPORTS OF COUNCIL COMMITTEES

Mr. Ryan reported that the cancelled Finance Committee meeting will be rescheduled. Ms. Moran reported the next Personnel Committee meeting may need to be postponed; updated the Council on the discussions held at the last Ad hoc Committee on Rental Housing and Regulations; and reported that the Police Services Committee has asked staff to look into the intricacies of the use of constables.

Mr. Kochenburger reported that the Committee on Committees will meet tomorrow November 15, 2016.

X. DEPARTMENTAL AND COMMITTEE REPORTS

No comments offered.

XI. PETITIONS, REQUESTS AND COMMUNICATIONS

12. J. Spears (10/28/16)

13. N. Stevens (10/5/16)

14. R. Walikonis (11/4/16)

15. M. Stanton re: Referendum Results

16. CRCOG re: Ad-hoc Working Committee Addresses Crumbling Concrete Foundations Issues

17. State of Connecticut Department of Emergency Services and Public Protection re: Calls for Service

XII. FUTURE AGENDAS

No items offered.

XIII. ADJOURNMENT

Mr. Ryan moved and Mr. Shaiken seconded to adjourn the meeting at 8:20 p.m.

Motion passed unanimously.

Paul M. Shapiro, Mayor

Mary Stanton, Town Clerk

November 14, 2016

Statement in support of the Town's purchase of development rights to 48.3 acres of Mountain Dairy farmland at 474, 504 & 519 Mansfield City Road

My name is Scott Lehmann. I live with my wife Rebecca at 532 Browns Road in a house we bought in 1976. I am a member of the Conservation Commission, which to my knowledge has not considered or commented on this proposal. I cannot be present to speak at the public hearing on 14 November 2016 and request that this written statement be included in the record of the hearing.

I urge the Town Council to approve purchase of development rights to 48.3 acres of Mountain Dairy farmland on Mansfield City Road. In support of this, let me review some considerations from economics that may not be familiar to everyone.

A big reason we bought our house forty years ago was the fine view across Browns Road to fields and woods rising to the horizon at Chestnut Hill, all of it Mountain Dairy land. (The first time she visited, a local friend who'd grown up in Nebraska exclaimed, "You have sky!") We have treasured our location every day since we moved in. When I go to Willimantic, I nearly always drive on Mansfield City Road, which takes me between the parcels at issue now and on past more Mountain Dairy land all the way down to Pleasant Valley Road. Other routes may be quicker, but not nearly so nice.

I know that many other residents of Mansfield also value these scenic views. The economic problem is that they are what economists call "public goods": there is no feasible way to limit a scenic view only to those who are willing to pay for it. When provided to one, it is provided to all. For this reason, public goods tend, in a free market, to be 'under-produced': *more* of such a good would be 'produced' if there were some way to capture what 'consumers' were really willing to pay for it. (Think quality public radio, for example. Most listeners are free-riders – to use a polite term – who never make a contribution to the station, since its programs are freely available to anyone with a radio receiver.)

You may have to pay a premium for a house with a nice view, but any premium we might have paid for our view across Browns Road did not go to Mountain Dairy, but to the people from whom we bought the house. Neither I nor anyone else who enjoys seeing its land from Mansfield City Road pays Mountain Dairy anything for the experience, at least directly. In effect, this lowers the economic value of its land to Mountain Dairy and increases the likelihood that pieces of it will be sold to developers.

Town purchase of development rights obviously precludes development, and may be viewed as payment for the public goods that undeveloped land provides. Taxpayers thus pay indirectly for their enjoyment of these goods (as they do if the Town taxes agricultural land based on the value of what it produces rather than on its market value). From a market-oriented perspective, this is an imperfect solution to the public goods problem, since it does not track willingness-to-pay: there is no way to find out what individuals are really willing to pay for scenic views and to charge them accordingly. But it is a better solution than none at all.

**Mary L. Stanton**

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**From:** Jonathan Sgro <jonsgro@gmail.com> on behalf of Jonathan Sgro <jon@sgro.com>  
**Sent:** Friday, November 11, 2016 12:04 PM  
**To:** Mary L. Stanton  
**Subject:** letter to Town Council - Acquisition of development rights to the farm land on Mansfield City Rd

Mansfield Town Council,

I support the acquisition of development rights to the farm land on Mansfield City Rd. I think it's great that the town is looking to preserve our farm lands and wooded lands.

I hope the town continues to look at properties like this to conserve.

Jonathan Sgro  
57 Browns Rd

My name is Helen Jane Fried. I have lived at 39 Olsen drive for more than forty years. I have some serious concerns about changes in my neighborhood that affect my sense of comfort and security in my own home, the peaceful environment and the cleanliness and potability of my water supply. I also have serious concerns about the willingness of the Town of Mansfield to use its permitting process in an effective way and to provide oversight since neighbor Adam Lambert of 17 Olsen Drive began to change the configuration of his property and add additional structures and livestock.

- Mr. Lambert was apparently given permission to add an additional shed on his property, using pea gravel to level the shed. He has installed an enormous I beam on the site sufficient to support a building which can store large earth moving equipment. This I beam is set on top of a retaining wall that is constructed of large imported boulders. No one came to inspect or stop his activity until I called Jenelle Mullen , zoning officer and informed her of the construction activity. She told me that the construction did not appear to comply with the permit that had been granted and that she would inspect the site. She did so and returned with the town engineer for additional inspection.
- Ms. Mullen subsequently issued a stop work order and told Mr. Lambert that he would have to submit a new construction plan to be approved by an engineer and architect. This stop work order occurred some time toward the end of last week. Mr. Lambert and his father worked all weekend grading, seeding and moving more boulders in violation of the stop work order. To date I am not aware of any

additional action that the town has taken. I have dated videos of the work as it was progressing.

- It is my understanding that Mr. Lambert has not mentioned his intention to acquire more livestock to the town. He technically does not need to do this. He owns .9 acres and on that amount of property he is entitled to have 1 pig, 1 goat and six chickens as I understand the ordinances. However, the ordinance does not address the potential pollution of the wells of myself and my neighbors all of which are lower than the anticipated site for housing the livestock.
- I believe that my neighborhood is being victimized by a problem which exists all over town, i.e. insufficient housing for UConn students. Mr., Lambert's construction has also included the creation of an "efficiency apartment," which has two full bedrooms and a full kitchen. This is not an efficiency apt by any definition that I have ever heard. The existence of this apartment contributes to the general sense that anybody can do anything they like in my neighborhood and in many other areas of Mansfield because the town is not providing sufficient oversight to interrupt violation of construction ordinances while the violations are in progress.
- All of these concerns, and many others which I have not mentioned, are contributing to the increasing discomfort which I am feeling in my own home and neighborhood. This situation amounts to a possible violation of my civil rights as an elderly person to remain in my own home as I age.
- I have always enjoyed living in Mansfield and appreciated the quality of town government and the skill of its officials. I am coming to

question both of these elements which have made my residence in this town quite comfortable. Things seem to be on the decline and I no longer feel as if the town government has the best interests of its citizens at heart.

*Herb Sanford*  
14 NOV 2016

Good evening, I thank you all for your public service. My name is Amin Keshwani, I live at 61 Olsen Drive where I have lived for many years and where my wife Ling-Chuan and I are raising our son.

I am not able to attend your Town Council Meeting as I would like, but have much appreciation for the broadcast of these proceedings and the Town Council Meeting packet that is provided in advance. I have looked at tonight's Agenda with interest in three separate issues.

1<sup>st</sup>, on page 97 in the packet, under the heading of tax relief for elderly, there is a proposed Amendment that sets the interest rate at 5% on estate debt. Having more than a verbal understanding of the interest rate on estate debt is certainly a necessary clarification, but to be "relief" could the rate be downwardly adjustable to reflect current fixed rate mortgage loans on the market at less than 5%? The elderly and their families would greatly benefit from a downwardly adjustable interest rate when planning for the future.

2<sup>nd</sup>, on page 111, I note that the proposed Amendment to Motor Vehicles, and Traffic, and Parking Ordinance will not allow for the release of a towed and impounded cars without first payment of the towing and storage costs. It seems like a reasonable approach to address student street parking that obstructs vehicular passage especially on party nights, and even throughout the week. I don't have any data on the cost of the effective enforcement of this Amendment; but, without enforcement it could be of limited value. Even with moderate enforcement, given narrow rural streets in small neighborhoods, like Olsen Drive, where I live, with parking on the street, conditions of foreseeable risk are created. Emergence vehicles may be unable to get to a fire or the elderly in need of immediate help, when multiple cars are parked on the street.

3<sup>rd</sup>, this brings me to the last agenda item on page 122, the proposed Amendment to the Building Ordinance. This cannot, in truth, be said to be a **change** to the local law that should apply to new building construction without a permit. State law, for all towns in the state, is already in place, as you acknowledge. Of concern is whether it will be enforced in the Town of Mansfield, selectively or otherwise. My neighbor, your next-door neighbor Ben, has dug a pit of approximately ten foot in depth on a slope that borders my yard for the purpose of housing land moving construction equipment, a commercial use. Massive boulders were placed into that pit, for steel beam support. However, his permit from the town was granted for a "shed." The equipment to be stored there, if the size of the equipment used to dig the pit, are like the one pictured here, see the attached picture. If storage tanks are also allowed for the stored equipment on this property, assuming a 20-gallon, the lethal blast range is 100 feet, minimum evacuation distance of 1500 feet, and falling-glass hazard range of 1250 feet. Even without a blast, the diesel fuel in the stored equipment, as well as the fluid used to maintain them, pose health and environmental hazards. Penalties should be high for noncompliance and untruthful building permit applications, here, building without a permit for its intended purpose, in a residential neighborhood where children play.

The Committees that you serve on and the zoning regulations that you are asked to review and make into town ordinances, place the burden on you to work together to lookout for unnecessary risk and harm in our community.

Thank you for your time and your work.

To: Town Council

Date: November 14, 2016

Re: Appreciation of Town Policing Efforts

From: Mansfield Neighborhood Preservation Group

We wish to express our gratitude for all the hard work that Sgt. Cournoyer and the other resident troopers do. We appreciate Sgt. Cournoyer's willingness to work with UConn and our organization (MNPG) to address concerns within the town/gown relationship, both in committee meetings and in small informal groups. The development of the new post-nuisance protocol (phone calls and letters to landlords) is an example of how this approach is leading to a workable solution to student behavior issues.

If out of our frustration with neighborhood issues we seem unappreciative, that is far from the truth. We thank the police for the many times you have been professional, respectful and calm when faced with situations that are the complete opposite.

The neighborhoods are looking forward to continuing good relations with the police. And, we thank them for their service.

Regards,

Tom Nielsen  
Bruce Bellm  
Rebecca Shafer  
Heike Brueckner  
Charlie Ausburger  
Carol Isakson  
John Murphy  
Ellen Colburn  
Matthew Hart  
Cheryl Abbiati  
Jeffrey Francois  
Nancy Detmer Barry  
Erin & Enoch Elliott  
Carly Mahl Kelly  
Elaine Burns  
Holly Gaspar  
Richard & Katherine Ratcliff  
Megan Perch-Meikle  
Beverly Sims & William Okeson  
Julia Sherman  
Elizabeth Cowles  
Mike Campetelle  
Snowie Hilding  
Heidi Paradis Roberto

Linda Duckstein  
Laura Wright  
Kathy & Brian Usher  
Miriam Drew  
Nancy Tomastik  
Marina Demos Brand  
Kathleen Dinan  
Virgina Kerensky  
Kate Dyer  
Susan Kaempfer Kaeser  
Gaye Tuchman  
Jason McGarry  
Suanne Kerns Hathaway  
Gail Parks  
Terry Bitwinski  
Pat Furness Beckert  
Lisa Newsome Ward  
Shamus Kelly  
Susan Jacobson Beach  
Alison Hilding  
Jo Ann Douda  
William Roe  
Karen Kidder Gottmann  
Larry Lombard  
Ginny Conland  
Eden Earley Espanol  
Ginnie Gorin  
Ken & Eva Forrest  
Karl Beckert  
Jessica Campbell  
Rebecca Aubrey  
Joseph Briody  
Beverly Nass  
Lisa Young  
Willian Okeson  
Howard Drescher  
Cynara Stites  
Heather Evans  
Kathleen Dinan  
Dwyer Family  
Robert Cepelak  
Theodora & Charles Naumec  
John & Kathy Fisher  
Jo-Anne RobertsStuart J. Sidney & Joan Seliger Sidney  
Ron & Sandra Nadeau

PUBLIC HEARING  
TOWN OF MANSFIELD  
November 28, 2016

The Mansfield Town Council will hold public hearings in the Council Chamber of the Audrey P. Beck Building, 4 South Eagleville Road, on November 28, 2016 to solicit public comments concerning proposed amendments to the following ordinances:

- 7:05 p.m. Proposed amendments to the Ordinance Concerning Property Tax Relief for Certain Elderly Homeowners
- 7:10 p.m. Proposed amendments to Chapter 182 of the Mansfield Code (Motor Vehicle Traffic and Parking)
- 7:15 p.m. Proposed amendments to the Mansfield Building Code Ordinance

At these hearing persons may address the Town Council and written communications may be received. Copies of the draft proposals are available for review in the Town Clerk's office and are posted on the Town's website ([mansfieldct.gov](http://mansfieldct.gov)).

Dated at Mansfield Connecticut this 15th day of November 2016.

Mary Stanton, Town Clerk

PAGE  
BREAK



**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *MWH*  
**CC:** Maria Capriola, Assistant Town Manager; John Carrington, Director of Public Works; Derek Dilaj, Assistant Town Engineer; James Welsh, Legal Counsel; Four Corners Water & Wastewater Advisory Committee  
**Date:** November 28, 2016  
**Re:** WPCA, Proposed Sewer Service Agreement between Town of Mansfield and University of Connecticut

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**Subject Matter/Background**

At its September 12, 2016 meeting the Town Council acting as the Water Pollution Control Authority (WPCA) authorized me to execute a new sewer service agreement to replace the 1989 agreement between the Town and the University of Connecticut (UCONN). During its deliberations, I informed the WPCA that UCONN was assessing the capacity of its treatment plant.

At the October 24, 2016 meeting I reported that UCONN had completed its analysis, and had determined that it could not allocate the planned 18% of the plant's capacity to the Town. The primary reason for this change is because the effective treatment capacity of the plant has decreased from 3 to 2 million gallons per day (GPD) due to an increase in the concentration of the waste at the plant. The waste is now more concentrated because of the University's efforts to conserve water and there is less water flowing to the plant.

Following this analysis, UCONN offered to extend 12% of the plant's capacity to Mansfield. This change would be significant, as the Town's allocation would change from approximately 540,000 gallons per day (GPD) to 360,000 GPD. While the 12% allocation would cover the Four Corners project, the planned Masonicare facility, and other projected needs over the near term the figure would be problematic when looking at development needs over a 20-year planning horizon.

At the direction of the Council, staff consulted with the Four Corners advisory committee to determine next steps with UCONN. After reviewing the issues, the Four Corners committee moved to submit the following comments to staff and the WPCA:

- Increase the Town's initial allocation to 400,000 GPD
- As plant capacity increases, increase the Town's allocation over time in accordance with the Town's plan of conservation and development, and subject to approval by the Mansfield WPCA

- Enhance the Town's role in the management and oversight of plant operations
- Add a definition of "sewerage" to Exhibit A ("sewerage" as distinct from "sewage")

Staff then met with UCONN to review the recommendations from the Four Corners committee. As detailed in the attached revised sewer service agreement, staff has largely been able to achieve the committee's recommendations. A summary of the changes to the earlier draft approved by the WPCA is as follows:

- Preamble – UCONN did not feel that adding a definition of "sewerage" was warranted as the agreement does not reference that term. (Sewerage is defined as the physical infrastructure [e.g. pipes, pump stations, and treatment and disposal facilities] that conveys sewage and through which sewage flows.) However, the parties have agreed to add language in the preamble providing a general description of the infrastructure that comprises the UCONN Sewerage System.
- Section 4(d) Communications – The parties have added language to clarify that the UCONN Sewerage Plant shall be a topic of regular discussions regarding the management and operational status of the wastewater system. The goal here is to help ensure that the Town is apprised of changing conditions regarding plant capacity and other key issues.
- Section 6(a) Mansfield Capacity – Mansfield and UCONN have agreed to increase the Town's initial allocation from 360,000 gallons per day (GPD) or 12% of plant capacity to 400,000 GPD or 13.33% of plant capacity. As detailed in the attached chart labeled *Mansfield Reserve Calculations, Existing and Potential New Users*, this increase will provide Mansfield with a buffer to cover all near-term estimates uses as well as most of the 20-year projected needs. This section also now states that the "parties anticipate establishing commensurate increases" in Mansfield's allocation up to a maximum of 540,000 GPD as UCONN increases the operational or design capacity of the treatment plant. Any changes in the reserve allocation would need to be approved by Mansfield WPCA.
- Exhibit A, Mansfield Reserve Allocation – The parties have amended this definition to comport with the changes in Section 6(a).
- Exhibit E, Initial Annual Budget – The parties have revised this section to specify that the Town will not be responsible for bearing any of the \$25,900,000 in capital costs that UCONN will spend to upgrade the operational capacity of the plant.

### **Financial Impact**

As explained in September, the new sewer service agreement would provide more clarity on how UCONN's fees to the Town are established. Going forward, UCONN would incorporate a percentage of its capital costs into the fees; this percentage would be based on the Mansfield Reserve Allocation of 13.33%. (The 13.33% allocation would result in a lower contribution from the Town for capital projects at the treatment plant

than contemplated when the reserve allocation was set at 18%.) UCONN has not previously incorporated 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 continued to assist in negotiating and drafting the proposed agreement.

#### Recommendation

Staff believes that with the assistance of the Four Corners advisory committee we have been able to craft language to compensate for the lower reserve allocation and to help ensure that the Town remains apprised of changing conditions at the treatment plant. 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 November 21, 2016, between the Town of Mansfield and the University of Connecticut.*

#### Attachments

- 1) Revised Sewer Service Agreement (blackline)
- 2) Revised Sewer Service Agreement (clean copy)
- 3) Mansfield Reserve Allocations, Existing and Potential New Users
- 4) More information can be found in the September 12, 2016 Council meeting packet at [www.MansfieldCT.gov](http://www.MansfieldCT.gov)

**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, consisting of pipes, pump stations, and treatment and disposal facilities) that convey Sewage and through which Sewage flows (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, consisting of pipes, pump stations, and treatment and disposal facilities) that convey Sewage and through which Sewage flows (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-existing 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 (1) 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 (2) 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 UConn Sewage Plant, 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 360400,000 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 360400,000 GPD Average Daily Flow rate shall not be exceeded without UConn's prior written approval. If, during the Term, any improvements are made to the UConn Sewage Plant that result in increasing the operational and/or design capacity of the UConn Sewage Plant as of the Effective Date, the parties anticipate establishing commensurate increases in the total GPD of Sewage reserved to Mansfield Facilities under this Agreement. The anticipated increase in the Mansfield reserve is to 540,000 GPD at a UConn Sewage Plant operational capacity of 3,000,000 GPD. (The operational capacity as of the Effective Date of this Agreement is 2,000,000 GPD, and the design capacity is 3,000,000 GPD.) UConn and Mansfield will meet and confer to determine increases to the Mansfield reserve based

upon any improvements that result in an increase to the operational and/or design capacity of the UConn Sewage Plant. Any such increase shall be made by a written agreement between UConn and Mansfield pursuant to Section 12 of this Agreement. UConn reserves the right to reject, in its sole discretion, any request by Mansfield to discharge in excess of said ~~360~~400,000 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 Sewage 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 Sewage 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 a 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 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 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.

## 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 ~~twelve~~thirteen and one-third percent (12 1/3, 33%) (i.e., 360,400,000 GPD of Sewage, divided by 3,000,000 GPD total capacity of Sewage treatable at the UConn Sewage Plant). The Mansfield Reserve Allocation may be modified, upon the mutual agreement of UConn and Mansfield, in accordance with Section 6(a) of this Agreement.

(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.

EXHIBIT B

Infrastructure Map

[attached]

DATA

EXHIBIT C

UConn Sewer Use Regulations

[attached]

RF

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).

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) the following planned capital projects will not be allocated to Mansfield pursuant to Section 9(b) of the Agreement: (A) \$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, and (B) \$25,900,000 of UConn Capital Costs currently estimated for construction on projects for Solids Processing, Headworks Facility, Third Clarifier, and Bulk Chemical Storage Facilities, as described in an evaluation of the UConn Sewerage System and UConn Sewage Plant prepared by UConn's consultants; 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.

DRAFT

**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, consisting of pipes, pump stations, and (treatment and disposal facilities) that convey Sewage and through which Sewage flows (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, consisting of pipes, pump stations, and (treatment and disposal facilities) that convey Sewage and through which Sewage flows (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 (1) 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 (2) 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 UConn Sewage Plant, 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 400,000 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 400,000 GPD Average Daily Flow rate shall not be exceeded without UConn's prior written approval. If, during the Term, any improvements are made to the UConn Sewage Plant that result in increasing the operational and/or design capacity of the UConn Sewage Plant as of the Effective Date, the parties anticipate establishing commensurate increases in the total GPD of Sewage reserved to Mansfield Facilities under this Agreement. The anticipated increase in the Mansfield reserve is to 540,000 GPD at a UConn Sewage Plant operational capacity of 3,000,000 GPD. (The operational capacity as of the Effective Date of this Agreement is 2,000,000 GPD, and the design capacity is 3,000,000 GPD.) UConn and Mansfield will meet and confer to determine increases to the Mansfield reserve based upon any improvements that result in an increase to the operational and/or design capacity of the UConn Sewage Plant. Any such increase shall be made by a written agreement between UConn and Mansfield pursuant to Section 12 of this Agreement. UConn reserves the right to reject, in its sole discretion, any request by Mansfield to discharge in excess of said 400,000 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 Sewage 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 Sewage 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 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 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.

DATA

## 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 thirteen and one-third percent (13.33%) (*i.e.*, 400,000 GPD of Sewage, divided by 3,000,000 GPD total capacity of Sewage treatable at the UConn Sewage Plant). The Mansfield Reserve Allocation may be modified, upon the mutual agreement of UConn and Mansfield, in accordance with Section 6(a) of this Agreement.

(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.

EXHIBIT B

Infrastructure Map

[attached]

DRAFT

EXHIBIT C

UConn Sewer Use Regulations

[attached]

REF





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*  
Ronald C. Schurin  
Executive Secretary

*January 30, 2007*  
Date

*Equal Opportunity Employer*

Ganley Hall  
592 Mansfield Road Unit 2018  
Storrs, Connecticut 06269-2018

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 accounted 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

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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:

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- (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.

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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.

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- 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:

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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.

REF

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).

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) the following planned capital projects will not be allocated to Mansfield pursuant to Section 9(b) of the Agreement: (A) \$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, and (B) \$25,900,000 of UConn Capital Costs currently estimated for construction on projects for Solids Processing, Headworks Facility, Third Clarifier, and Bulk Chemical Storage Facilities, as described in an evaluation of the UConn Sewerage System and UConn Sewage Plant prepared by UConn's consultants; 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.

DRAFT

Operating Parameters	Flow (GPD)	Draft Mansfield/UCONN Agreement Terms		Value
Permitted Average Daily	3,000,000	Mansfield Proposed Reserve (GPD)	12%	360,000
FY2016 Available Capacity Average Daily	2,000,000			
FY 2016 Total Average Daily	1,128,767	Mansfield Maximum FY 2016 (GPD)	9%	177,200
FY 2016 UCONN Total Average Daily	1,009,767	Operating Cost per Gallon		\$ 0.00633
FY 2016 Mansfield Average Daily	119,000	Operating Cost per 100 CF		\$ 4.73723
FY 2016 Average Annual	412,000,000	Sewage Gallons per Cubic Foot Conversion Factor		7.48

Operation and Maintenance Expenses By Fiscal Year	Historic Actual				Projected
	2013	2014	2015	2016	2017
Unreconciled Data Provided to Town 6/23/2015	\$ 920,004.12	\$ 721,999.02	\$ 607,815.32	\$ 861,374.20	
Reconciled Data as of 10/05/2016	\$ 919,964.12	\$ 721,999.02	\$ 635,215.70	\$ 861,374.20	\$ 861,374.20
Electric Usage (not tracked prior to FY2016)					
WPCF				\$ 199,931.80	\$ 199,931.80
Lift Stations				\$ 364,103.70	\$ 364,103.70
Maintenance Work Orders Costs		\$ 113,849.54	\$ 107,000.00	\$ 107,000.00	\$ 107,000.00
Sub - Total O&M Expenses	\$ 919,964.12	\$ 835,848.56	\$ 742,215.70	\$ 1,532,409.70	\$ 1,532,409.70

WPCF Staffing Expenses by Fiscal Year	Historic Actual				Projected
	2013	2014	2015	2016	2017
Unreconciled Data Provided to Town 6/23/2015	\$ 822,498.29	\$ 877,914.08	\$ 946,874.65	\$ 1,075,865.48	\$ 1,075,865.48
Staffing Level (FTEs 12)	6	6	6	7	7
Salaries	\$ 346,321.71	\$ 353,188.65	\$ 403,542.29	\$ 454,423.12	\$ 454,423.12
Students	\$ -	\$ -	\$ -	\$ 686.26	\$ 686.26
Snow & Ice Differential	\$ 102.85	\$ -	\$ -	\$ 17.85	\$ 17.85
Accrued Vacation	\$ -	\$ 13,061.29	\$ -	\$ 14,509.25	\$ 14,509.25
Holiday Pay	\$ 3,608.15	\$ 6,509.50	\$ 3,689.44	\$ 5,831.34	\$ 5,831.34
Lump Sum Payments	\$ -	\$ 4,860.27	\$ 5,043.00	\$ 3,362.00	\$ 3,362.00
Longevity	\$ 2,544.00	\$ 2,968.00	\$ 2,544.00	\$ 2,231.84	\$ 2,231.84
Overtime	\$ 126,847.61	\$ 93,067.95	\$ 95,559.53	\$ 88,248.92	\$ 88,248.92
Shift Differential	\$ 868.10	\$ 796.50	\$ 944.10	\$ 964.20	\$ 964.20
Accrued Sick Time	\$ -	\$ 5,671.35	\$ -	\$ 12,012.20	\$ 12,012.20
Fringe Benefits	\$ 275,775.93	\$ 325,287.00	\$ 371,139.51	\$ 418,523.77	\$ 418,523.77
Fringes - OPS Retirement Payouts	\$ 61,627.03	\$ 68,295.86	\$ 59,063.58	\$ 69,938.20	\$ 69,938.20
Workers' Compensation	\$ 4,802.91	\$ 4,198.71	\$ 5,349.20	\$ 6,116.53	\$ 6,116.53
Sub - Total Staffing Expenses	\$ 822,498.29	\$ 877,905.08	\$ 946,874.65	\$ 1,075,865.48	\$ 1,075,865.48
UCONN WPCF Total Operating and Maintenance Expenses	\$ 1,742,462.41	\$ 1,713,753.64	\$ 1,689,090.35	\$ 2,609,275.18	\$ 2,609,275.18

Draft Contract Between Mansfield/UCONN	Percentage	FY 2014	FY 2015	FY 2016	FY 2017
UCONN Total O&M Expenses Share Per FY 2016 Usage	89%	\$ 1,533,081.58	\$ 1,511,018.41	\$ 2,334,192.98	\$ 2,334,192.98
Mansfield Total O&M Expenses Share Per FY 2016 Usage	11%	\$ 180,672.06	\$ 178,071.94	\$ 275,082.20	\$ 275,082.20
UCONN WPCF Total Operating and Maintenance Expenses	100%	\$ 1,713,753.64	\$ 1,689,090.35	2,609,275.18	2,609,275.18

UCONN Wastewater Pollution Control Facility - WPCF Evaluation Final Report September 16, 2016			
BVH Estimated UCONN WPCF Planned Capital Expenses Project 902096		BVH/CDM Smith/Towers Golde Projected Flow Study Project 902040	
FY 2017 No Mansfield Cost Share	\$ -	Existing (GPD)	1,128,767
FY 2018 No Mansfield Cost Share	\$ 20,000,000.00	UCONN Projected Flow Increase	750,000
FY 2019 No Mansfield Cost Share	\$ 5,900,000.00	Mansfield Projected Flow Increase	362,800
Total Planned Capital Expenses	\$ 25,900,000.00	Total Planned Expansion	2,241,567

Notes
Staffing increased by 1 FTE in FY 2016.
One Staff promoted to next higher grade in FY-2016.
All Staff received pay raises per Union Contract in FY 2016.
One Staff retired in FY 2016 incurring Fringe and Benefit Payouts
Huber Sludge Press Service Contract Implemented in FY 2016.
Sludge Hauling Contract Increased in FY2016.
New sub metering installed to track electrical usage.

## Mansfield Reserve Calculations, Existing and Potential New Uses

<u>Currently Connected</u>	Mansfield Tomorrow Plan (100% Water Usage)	20 Year Flow Estimate	5 Year Flow Estimate	<i>Data Source</i>
SE Pumping Station	33,000	33,000	33,000	<i>Pumping Records(3/1/15 - 09/31/16)</i>
Glen Ridge				
Mansfield Rehabilitation Center				
Juniper Hill				
Wright's Village				
Mansfield Senior Center				
PO Pumping Station	28,500	28,500	28,500	<i>Pumping Records(3/1/15 - 09/31/16)</i>
MP-2 (Hair Cuttery / Wingstop / UPS Store)				
Hanks Hill Road Mobile park				
Courtyard Condos				
Town/Regional Facilities	9,500	9,500	9,500	<i>Billed Usage</i>
EO Smith High School				
Town Hall				
Mansfield Community Center				
Discovery Depot				
Storrs Center Build-Out ( <i>Includes MP-2, Dual Accounted</i> )	169,300	80,000	80,000	<i>Uconn Water Records</i>
Knollwood	20,400	20,400	20,400	<i>p. 3-1 (2007 Wastewater Master Plan)</i>
From Previous Water & Sewer Agreement				
Holinko Estates	5,800	5,800	5,800	<i>Billed Usage</i>
<b>Total Connected</b>	<b>266,500</b>	<b>177,200</b>	<b>177,200</b>	
<b>Not Connected To Date (10/2016)</b>				
Near Term (Years 0-5) Four Corners Sewer	93,500	93,500	93,500	<i>App C (Weston &amp; Sampson Pumping Station Evaluation)</i>
Next Term (Years 5-20) Four Corners Sewer	93,500	93,500		
Masonicare	30,000	30,000	30,000	<i>(Masonicare Estimate 2012)</i>
Future Anticipated Development	65,500	33,000	16,500	<i>p. 3-1 (2007 Wastewater Master Plan)</i>
<b>Total Not Currently Connected</b>	<b>282,500</b>	<b>250,000</b>	<b>140,000</b>	
<b>Total Wastewater Allocation</b>	<b><u>549,000</u></b>	<b><u>427,200</u></b>	<b><u>317,200</u></b>	
<b>Percentage of 3.0 MGD</b>	<b>18.3%</b>	<b>14.2%</b>	<b>10.6%</b>	



**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *MWH*  
**CC:** Maria Capriola, Assistant Town Manager; Cherie Trahan, Director of Finance; Christine Gamache, Collector of Revenue  
**Date:** November 28, 2016  
**Re:** Proposed Amendments to Ordinance Concerning Property Tax Relief for Certain Elderly Homeowners

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**Subject Matter/Background**

At Monday's meeting, the Town Council will conduct a public hearing regarding the proposed amendments to the Ordinance Concerning Property Tax Relief for Certain Elderly Homeowners. This item has been placed on the Council's agenda as old business to allow the Council to debrief the public hearing and to take action on the ordinance if desired.

The current Ordinance Concerning Property Tax Relief for Certain Elderly Homeowners requires the repayment of frozen taxes upon the taxpayer's death, with interest. The recent passing of a resident enrolled in the program has led staff to discover that the interest rate is not defined in the current Ordinance. A five-percent (5%) interest rate is used in the Town's tax deferral program and has been the rate staff has used in verbal explanations made to applicants to the property tax relief program. Consequently, staff suggests an amendment to make the five-percent interest rate clear in the Ordinance.

The statutory authority to set the interest rate is established under Connecticut General Statutes §12-170w(c).

**Legal Review**

The Town Attorney has approved the form of the proposed amendments.

**Recommendation**

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

Unless the public hearing raises any additional issues that we have not considered, or if the Town Council wishes to make further revisions, staff recommends that the Council adopt the proposed amendments to the Ordinance Concerning Property Tax Relief for Certain Elderly Homeowners.

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

*Move, effective November 28, 2016, to approve the proposed amendments to the Ordinance Concerning Property Tax Relief for Certain Elderly Homeowners, which amendments shall be effective 21 days after publication in a newspaper having circulation within the Town of Mansfield.*

**Attachments**

- 1) Proposed Amendments to Ordinance Concerning Property Tax Relief for Certain Elderly Homeowners (*with track changes*)
- 2) Ordinance Concerning Property Tax Relief for Certain Elderly Homeowners (*clean copy*)
- 3) C.G.S. §12-170w(c)

Chapter 173. Taxation

Article IX. Property Tax Relief for Elderly Homeowners  
[Adopted 2-12-2007, effective 3-10-2007]

§ 173-50. Title.

This article shall be known and may be cited as the “Ordinance Concerning Property Tax Relief for Certain Elderly Homeowners.”

§ 173-51. Legislative authority.

This article is enacted pursuant to the provisions of Public Act No. 06-176 of the State of Connecticut. [1]

[1] Editor's Note: See § 12-170v of the Connecticut General Statutes.

§ 173-52. Findings; purpose.

The Town Council of the Town of Mansfield finds that it is fair and equitable and in the best interests of the Town of Mansfield to provide property tax relief to certain eligible elderly homeowners as permitted by state law. Accordingly, pursuant to the authority granted to municipalities by Public Act No. 06-176, [1] the Town of Mansfield seeks to improve the quality of life for its senior residents and encourage continued residence and property ownership in the Town of Mansfield by establishing this Ordinance Concerning Property Tax Relief for Certain Elderly Homeowners.

[1] Editor's Note: See § 12-170v of the Connecticut General Statutes.

§ 173-53. Applicability; benefits.

A. Eligible homeowners.

(1) An owner of real property in the Town of Mansfield or any tenant for life or for a term of years liable for property taxes to the Town of Mansfield under Connecticut General Statutes § 12-48 who meets the qualifications stated in this subsection shall be entitled to pay the tax levied on such property, calculated in accordance with the provisions of Subsection B of this section for the first year the claim for such tax relief is filed and approved in accordance with the provisions of § 173-54, and such person shall be entitled to continue to pay the amount of such tax or such lesser amount as may be levied in any year, during each subsequent year that such person meets such qualifications, and the surviving spouse of such owner or tenant, qualified in accordance with the requirements pertaining to a surviving spouse in this subsection, or any owner or tenant possessing a joint interest in such property with such owner at the time of such owner's death and qualified at such time in accordance with the requirements in this subsection, shall be entitled to continue to pay the amount of such tax or such lesser amount as may be levied in any year, as it becomes due each year following the death of such owner for as long as such surviving spouse or joint owner or joint tenant is qualified in accordance with the requirements in this subsection.

(2) After the first year a claim for such tax relief is filed and approved, application for such tax relief shall be filed biennially on a form prepared for such purpose by the Assessor of the Town of Mansfield.

(3) Any such owner or tenant who is qualified in accordance with this section, and any such surviving spouse or joint owner or joint tenant surviving upon the death of such owner or tenant, shall be entitled to pay such tax in the amount as provided in this section for so long as such owner or tenant or such surviving spouse or joint owner or joint tenant continues to be so qualified.

(4) To qualify for the tax relief provided in this section a taxpayer shall meet all the following requirements:

(a) On December 31 of the calendar year preceding the year in which a claim is filed, be:

[1] Seventy years of age or over;

[2] The spouse of a person 70 years of age or over, provided such spouse is domiciled with such person; or

[3] Sixty-two years of age or over and the surviving spouse of a taxpayer who at the time of such taxpayer's death had qualified and was entitled to tax relief under this section, provided such surviving spouse was domiciled with such taxpayer at the time of the taxpayer's death.

(b) Occupy such real property as his or her home.

(c) Either spouse shall have resided within this state for at least one year before filing the claim under this article and § 173-54.

(d) The taxable and nontaxable income of such taxpayer, the total of which shall hereinafter be called "qualifying income," in the tax year of such homeowner ending immediately preceding the date of application for benefits under the program in this article, was not in excess of limits set forth in § 12-170aa of the 2006 supplement to the General Statutes, as adjusted annually, evidence of which income shall be submitted to the Assessor of the Town of Mansfield in such form and manner as the Assessor may prescribe.

(5) The amount of any Medicaid payments made on behalf of such homeowner or the spouse of such homeowner shall not constitute income.

(6) The income of the spouse of such homeowner shall not be included in the qualifying income of such homeowner for purposes of determining eligibility for tax relief under this article, if such spouse is a resident of a health care or nursing home facility in this state, and such facility receives payment related to such spouse under the Title XIX Medicaid program.

#### B. Amount of tax.

(1) The tax on the real property for which the benefits under this article are claimed shall be the lower of the tax due with respect to the homeowner's residence for the assessment year commencing October 1 of the year immediately preceding the year in which the initial claim for tax relief is made, or the tax due for any subsequent assessment year.

(2) If title to real property is recorded in the name of the person or the spouse making a claim and qualifying under this article and any other person or persons, the claimant hereunder shall be entitled to pay the claimant's fractional share of the tax on such property calculated in accordance with the provisions of this article, and such other

person or persons shall pay the person's or persons' fractional share of the tax without regard to the provisions of this article.

(3) For the purposes of this article, a "mobile manufactured home," as defined in § 12-63a of the General Statutes, shall be deemed to be real property.

### C. Transfer of property.

(1) If any person with respect to whom a claim for tax relief in accordance with this article and § 173-54 has been approved for any assessment year transfers, assigns, grants or otherwise conveys subsequent to the first day of October, but prior to the first day of August in such assessment year, the interest in real property to which such claim for tax relief is related, regardless of whether such transfer, assignment, grant or conveyance is voluntary or involuntary, the amount of such tax relief benefit, determined as the amount by which the tax payable without benefit of this section exceeds the tax payable under the provisions of this article, shall be a pro rata portion of the amount otherwise applicable in such assessment year to be determined by a fraction the numerator of which shall be the number of full months from the first day of October in such assessment year to the date of such conveyance and the denominator of which shall be 12.

(2) If such conveyance occurs in the month of October the grantor shall be disqualified for such tax relief in such assessment year.

(3) The grantee shall be required within a period not exceeding 10 days immediately following the date of such conveyance to notify the Assessor thereof, or in the absence of such notice, upon determination by the Assessor that such transfer, assignment, grant or conveyance has occurred, the Assessor shall determine the amount of tax relief benefit to which the grantor is entitled for such assessment year with respect to the interest in real property conveyed and notify the Tax Collector of the reduced amount of such benefit.

(4) Upon receipt of such notice from the Assessor, the Tax Collector shall, if such notice is received after the tax due date in the municipality, no later than 10 days thereafter, mail or hand a bill to the grantee stating the additional amount of tax due as determined by the Assessor.

(5) Such tax shall be due and payable and collectible as other property taxes and subject to the same liens and processes of collection, provided such tax shall be due and payable in an initial or single installment not sooner than 30 days after the date such bill is mailed or handed to the grantee and in equal amounts in any remaining, regular installments as the same are due and payable.

### § 173-54. Application.

#### A. Requirements; deadlines for filing.

(1) No claim shall be accepted under § 173-53 of this article unless the taxpayer or authorized agent of such taxpayer files an application with the Assessor of the Town of Mansfield, in such form and manner as the Assessor may prescribe, during the period from February 1 to and including May 15 of any year in which benefits are first claimed, including such information as is necessary to substantiate such claim in accordance with requirements in such application. The responsibilities of the Assessor regarding the processing of applications may be delegated by the Assessor to the Department of Social Services of the Town of Mansfield.

(2) An extension to August 15 may be granted by the Assessor in the case of extenuating circumstance due to illness or incapacitation as evidenced by a physician's certificate to that extent, or if it is determined, there is good cause for doing so.

(3) The taxpayer shall present to the Assessor a copy of such taxpayer's federal income tax return and the federal income tax return of such taxpayer's spouse, if filed separately, for such taxpayer's taxable year ending immediately prior to the submission of the taxpayer's application or, if not required to file a federal income tax return, such other evidence of qualifying income in respect to such taxable year as may be required.

(4) Each such application, together with the federal income tax return and any other information submitted in relation thereto, shall be examined and a determination shall be made as to whether the application is approved.

(5) Upon determination that the applying homeowner is entitled to tax relief in accordance with the provisions of § 173-53 and this section, the homeowner and the municipal Tax Collector shall be notified of the approval of such application.

(6) The municipal Tax Collector shall determine the maximum amount of the tax due with respect to such homeowner's residence and thereafter the property tax with respect to such homeowner's residence shall not exceed such amount.

(7) After a taxpayer's claim for the first year has been filed and approved such taxpayer shall file such an application biennially.

(8) In respect to such application required after the filing and approval for the first year, the Assessor shall notify each such taxpayer concerning application requirements by regular mail not later than February 1 of the assessment year in which such taxpayer is required to reapply, enclosing a copy of the required application form.

(9) Such taxpayer may submit such application by mail provided it is received not later than March 15 in the assessment year with respect to which such tax relief is claimed.

(10) Not later than April 1 of such year the Assessor shall notify, by certified mail, any such taxpayer for whom such application was not received by said March 15 concerning application requirements and such taxpayer shall submit not later than May 15 such application personally or, for reasonable cause, by a person acting in behalf of such taxpayer as approved by the Assessor.

#### B. Penalties for false applications.

(1) Any person knowingly making a false application for the purpose of claiming property tax relief under § 173-53 and this section shall be fined not more than \$500.

(2) Any person who fails to disclose all matters relating thereto or with intent to defraud makes a false statement shall refund to the municipality all tax relief improperly taken.

C. The Town of Mansfield will establish a lien on such property in the amount of the total tax relief granted, plus interest applicable to the total of unpaid taxes represented by such tax relief, at a rate to be determined by the Town **with a five-percent interest rate per annum that shall not be compounded.** Any such lien shall have a priority in the settlement of such person's estate.

D. Any such property tax relief granted to any such resident in accordance with the provisions of § 173-53 of this article and this section shall not disqualify such resident with respect to any benefits for which such resident shall be eligible under the provisions of §§ 12-129b to 12-129d, inclusive, of the 2006 supplement to the Connecticut General Statutes, § 12-129n and § 12-170aa

of the 2006 supplement to the General Statutes, and any such property tax relief provided under this article shall be in addition to any such benefits for which such resident shall be eligible under said §§ 12-129b to 12-129d, inclusive, and §§ 12-129n and 12-170aa.

§ 173-55. Construal of terms.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of either gender shall include both genders.

Chapter 173. Taxation

Article IX. Property Tax Relief for Elderly Homeowners

[Adopted 2-12-2007, effective 3-10-2007]

§ 173-50. Title.

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§ 173-51. Legislative authority.

This article is enacted pursuant to the provisions of Public Act No. 06-176 of the State of Connecticut. [1]

[1] Editor's Note: See § 12-170v of the Connecticut General Statutes.

§ 173-52. Findings; purpose.

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(2) After the first year a claim for such tax relief is filed and approved, application for such tax relief shall be filed biennially on a form prepared for such purpose by the Assessor of the Town of Mansfield.

(3) Any such owner or tenant who is qualified in accordance with this section, and any such surviving spouse or joint owner or joint tenant surviving upon the death of such owner or tenant, shall be entitled to pay such tax in the amount as provided in this section for so long as such owner or tenant or such surviving spouse or joint owner or joint tenant continues to be so qualified.

(4) To qualify for the tax relief provided in this section a taxpayer shall meet all the following requirements:

(a) On December 31 of the calendar year preceding the year in which a claim is filed, be:

[1] Seventy years of age or over;

[2] The spouse of a person 70 years of age or over, provided such spouse is domiciled with such person; or

[3] Sixty-two years of age or over and the surviving spouse of a taxpayer who at the time of such taxpayer's death had qualified and was entitled to tax relief under this section, provided such surviving spouse was domiciled with such taxpayer at the time of the taxpayer's death.

(b) Occupy such real property as his or her home.

(c) Either spouse shall have resided within this state for at least one year before filing the claim under this article and § 173-54.

(d) The taxable and nontaxable income of such taxpayer, the total of which shall hereinafter be called "qualifying income," in the tax year of such homeowner ending immediately preceding the date of application for benefits under the program in this article, was not in excess of limits set forth in § 12-170aa of the 2006 supplement to the General Statutes, as adjusted annually, evidence of which income shall be submitted to the Assessor of the Town of Mansfield in such form and manner as the Assessor may prescribe.

(5) The amount of any Medicaid payments made on behalf of such homeowner or the spouse of such homeowner shall not constitute income.

(6) The income of the spouse of such homeowner shall not be included in the qualifying income of such homeowner for purposes of determining eligibility for tax relief under this article, if such spouse is a resident of a health care or nursing home facility in this state, and such facility receives payment related to such spouse under the Title XIX Medicaid program.

#### B. Amount of tax.

(1) The tax on the real property for which the benefits under this article are claimed shall be the lower of the tax due with respect to the homeowner's residence for the assessment year commencing October 1 of the year immediately preceding the year in which the initial claim for tax relief is made, or the tax due for any subsequent assessment year.

(2) If title to real property is recorded in the name of the person or the spouse making a claim and qualifying under this article and any other person or persons, the claimant hereunder shall be entitled to pay the claimant's fractional share of the tax on such property calculated in accordance with the provisions of this article, and such other

person or persons shall pay the person's or persons' fractional share of the tax without regard to the provisions of this article.

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### C. Transfer of property.

(1) If any person with respect to whom a claim for tax relief in accordance with this article and § 173-54 has been approved for any assessment year transfers, assigns, grants or otherwise conveys subsequent to the first day of October, but prior to the first day of August in such assessment year, the interest in real property to which such claim for tax relief is related, regardless of whether such transfer, assignment, grant or conveyance is voluntary or involuntary, the amount of such tax relief benefit, determined as the amount by which the tax payable without benefit of this section exceeds the tax payable under the provisions of this article, shall be a pro rata portion of the amount otherwise applicable in such assessment year to be determined by a fraction the numerator of which shall be the number of full months from the first day of October in such assessment year to the date of such conveyance and the denominator of which shall be 12.

(2) If such conveyance occurs in the month of October the grantor shall be disqualified for such tax relief in such assessment year.

(3) The grantee shall be required within a period not exceeding 10 days immediately following the date of such conveyance to notify the Assessor thereof, or in the absence of such notice, upon determination by the Assessor that such transfer, assignment, grant or conveyance has occurred, the Assessor shall determine the amount of tax relief benefit to which the grantor is entitled for such assessment year with respect to the interest in real property conveyed and notify the Tax Collector of the reduced amount of such benefit.

(4) Upon receipt of such notice from the Assessor, the Tax Collector shall, if such notice is received after the tax due date in the municipality, no later than 10 days thereafter, mail or hand a bill to the grantee stating the additional amount of tax due as determined by the Assessor.

(5) Such tax shall be due and payable and collectible as other property taxes and subject to the same liens and processes of collection, provided such tax shall be due and payable in an initial or single installment not sooner than 30 days after the date such bill is mailed or handed to the grantee and in equal amounts in any remaining, regular installments as the same are due and payable.

### § 173-54. Application.

#### A. Requirements; deadlines for filing.

(1) No claim shall be accepted under § 173-53 of this article unless the taxpayer or authorized agent of such taxpayer files an application with the Assessor of the Town of Mansfield, in such form and manner as the Assessor may prescribe, during the period from February 1 to and including May 15 of any year in which benefits are first claimed, including such information as is necessary to substantiate such claim in accordance with requirements in such application. The responsibilities of the Assessor regarding the processing of applications may be delegated by the Assessor to the Department of Social Services of the Town of Mansfield.

(2) An extension to August 15 may be granted by the Assessor in the case of extenuating circumstance due to illness or incapacitation as evidenced by a physician's certificate to that extent, or if it is determined, there is good cause for doing so.

(3) The taxpayer shall present to the Assessor a copy of such taxpayer's federal income tax return and the federal income tax return of such taxpayer's spouse, if filed separately, for such taxpayer's taxable year ending immediately prior to the submission of the taxpayer's application or, if not required to file a federal income tax return, such other evidence of qualifying income in respect to such taxable year as may be required.

(4) Each such application, together with the federal income tax return and any other information submitted in relation thereto, shall be examined and a determination shall be made as to whether the application is approved.

(5) Upon determination that the applying homeowner is entitled to tax relief in accordance with the provisions of § 173-53 and this section, the homeowner and the municipal Tax Collector shall be notified of the approval of such application.

(6) The municipal Tax Collector shall determine the maximum amount of the tax due with respect to such homeowner's residence and thereafter the property tax with respect to such homeowner's residence shall not exceed such amount.

(7) After a taxpayer's claim for the first year has been filed and approved such taxpayer shall file such an application biennially.

(8) In respect to such application required after the filing and approval for the first year, the Assessor shall notify each such taxpayer concerning application requirements by regular mail not later than February 1 of the assessment year in which such taxpayer is required to reapply, enclosing a copy of the required application form.

(9) Such taxpayer may submit such application by mail provided it is received not later than March 15 in the assessment year with respect to which such tax relief is claimed.

(10) Not later than April 1 of such year the Assessor shall notify, by certified mail, any such taxpayer for whom such application was not received by said March 15 concerning application requirements and such taxpayer shall submit not later than May 15 such application personally or, for reasonable cause, by a person acting in behalf of such taxpayer as approved by the Assessor.

#### B. Penalties for false applications.

(1) Any person knowingly making a false application for the purpose of claiming property tax relief under § 173-53 and this section shall be fined not more than \$500.

(2) Any person who fails to disclose all matters relating thereto or with intent to defraud makes a false statement shall refund to the municipality all tax relief improperly taken.

C. The Town of Mansfield will establish a lien on such property in the amount of the total tax relief granted, plus interest applicable to the total of unpaid taxes represented by such tax relief, with a five-percent interest rate per annum that shall not be compounded. Any such lien shall have a priority in the settlement of such person's estate.

D. Any such property tax relief granted to any such resident in accordance with the provisions of § 173-53 of this article and this section shall not disqualify such resident with respect to any benefits for which such resident shall be eligible under the provisions of §§ 12-129b to 12-129d, inclusive, of the 2006 supplement to the Connecticut General Statutes, § 12-129n and § 12-170aa

of the 2006 supplement to the General Statutes, and any such property tax relief provided under this article shall be in addition to any such benefits for which such resident shall be eligible under said §§ 12-129b to 12-129d, inclusive, and §§ 12-129n and 12-170aa.

§ 173-55. Construal of terms.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of either gender shall include both genders.

Sec. 12-170w. Application for real property tax relief to certain elderly homeowners. Biennial requirements. Penalty for false application or false statement. Lien. (a) No claim shall be accepted under section 12-170v unless the taxpayer or authorized agent of such taxpayer files an application with the assessor of the municipality in which the property is located, in such form and manner as the assessor may prescribe, during the period from February first to and including May fifteenth of any year in which benefits are first claimed, including such information as is necessary to substantiate such claim in accordance with requirements in such application. A taxpayer may make application to the assessor prior to August fifteenth of the claim year for an extension of the application period. The assessor may grant such extension in the case of extenuating circumstance due to illness or incapacitation as evidenced by a certificate signed by a physician or an advanced practice registered nurse to that extent, or if the assessor determines there is good cause for doing so. The taxpayer shall present to the assessor a copy of such taxpayer's federal income tax return and the federal income tax return of such taxpayer's spouse, if filed separately, for such taxpayer's taxable year ending immediately prior to the submission of the taxpayer's application, or if not required to file a federal income tax return, such other evidence of qualifying income in respect to such taxable year as the assessor may require. Each such application, together with the federal income tax return and any other information submitted in relation thereto, shall be examined by the assessor and a determination shall be made as to whether the application is approved. Upon determination by the assessor that the applying homeowner is entitled to tax relief in accordance with the provisions of section 12-170v and this section, the assessor shall notify the homeowner and the municipal tax collector of the approval of such application. The municipal tax collector shall determine the maximum amount of the tax due with respect to such homeowner's residence and thereafter the property tax with respect to such homeowner's residence shall not exceed such amount. After a taxpayer's claim for the first year has been filed and approved such taxpayer shall file such an application biennially. In respect to such application required after the filing and approval for the first year the assessor in each municipality shall notify each such taxpayer concerning application requirements by regular mail not later than February first of the assessment year in which such taxpayer is required to reapply, enclosing a copy of the required application form. Such taxpayer may submit such application to the assessor by mail provided it is received by the assessor not later than March fifteenth in the assessment year with respect to which such tax relief is claimed. Not later than April first of such year the assessor shall notify, by certified mail, any such taxpayer for whom such application was not received by said March fifteenth concerning application requirements and such taxpayer shall submit not later than May fifteenth such application personally or for reasonable cause, by a person acting on behalf of such taxpayer as approved by the assessor.

(b) Any person knowingly making a false application for the purpose of claiming property tax relief under section 12-170v and this section shall be fined not more than five hundred dollars. Any person who fails to disclose all matters relating thereto or with intent to defraud makes a false statement shall refund to the municipality all tax relief improperly taken.

(c) Any municipality providing property tax relief under section 12-170v and this section may establish a lien on such property in the amount of the total tax relief granted, plus interest applicable to the total of unpaid taxes represented by such tax relief, at a rate to be determined by such municipality. Any such lien shall have a priority in the settlement of such person's estate.

(d) Any such property tax relief granted to any such resident in accordance with the provisions of section 12-170v and this section shall not disqualify such resident with respect to any benefits for which such resident shall be eligible under the provisions of sections 12-129b to 12-129d, inclusive, 12-129n and 12-170aa and any such property tax relief provided under this section shall be in addition

to any such benefits for which such resident shall be eligible under sections 12-129b to 12-129d, inclusive, 12-129n and 12-170aa.

(P.A. 06-176, S. 2; P.A. 10-32, S. 35; P.A. 12-197, S. 29.)

History: P.A. 06-176 effective October 1, 2006, and applicable to assessment years commencing on or after that date; P.A. 10-32 made a technical change in Subsec. (a), effective May 10, 2010; P.A. 12-197 amended Subsec. (a) by adding provision re certification by an advanced practice registered nurse and making a technical change.



**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *MWH*  
**CC:** Maria Capriola, Assistant Town Manager; Michael Ninteau, Director of Building and Housing  
**Date:** November 28, 2016  
**Re:** Proposed Amendments to Motor Vehicle Traffic and Parking Ordinance and Regulation

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**Subject Matter/Background**

At Monday's meeting, the Town Council will conduct a public hearing regarding the proposed amendments to the Motor Vehicle Traffic and Parking Ordinance and Regulation. This item has been placed on the Council's agenda as old business to allow the Council to debrief the public hearing and to take action if desired.

As you will recall, staff is recommending a change to the referenced ordinance and regulation to address an enforcement issue that has come to our attention. Section 182-4 and Regulation A198-5.1 of the Town Code currently require that all parking fines due as well as the cost of towing be paid prior to the release of an impounded motor vehicle to the owner. The towing company that we use will not withhold vehicles due to outstanding Town parking fines and releases vehicles to the owner when the towing fine is paid. Staff has researched other local towing companies and are unable to find one that is willing to impound the vehicles until all outstanding Town parking fines are paid. After lengthy discussion staff believes there are no good alternatives and as a result suggests that ordinance and regulation language be changed to reflect actual practice.

**Financial Impact**

If enacted, the suggested changes would have minimal financial impact. Staff would continue to work with the Town's ticketing vendor to attempt collection of unpaid parking violations. Pursuant to state law, our ticketing vendor contacts the Connecticut Department of Motor Vehicles to hold registration of the vehicle after five unpaid violations.

**Legal Review**

The Town Attorney has approved the form of the proposed amendments.

**Recommendation**

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

Unless the public hearing raises any additional issues that we have not considered, or if the Town Council wishes to make further revisions, staff recommends that the Council adopt the proposed amendments to the Motor Vehicle Traffic and Parking Ordinance and Regulation.

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

*Move, effective November 28, 2016, to approve the proposed amendments to the Motor Vehicle Traffic and Parking Ordinance and Regulation, which amendments shall be effective 21 days after publication in a newspaper having circulation within the Town of Mansfield.*

**Attachments**

- 1) Proposed Amendments to Chapter 182 of the Mansfield Code of Ordinances and Regulation A198-5.1 (*with track changes*)
- 2) Proposed Amendments to Chapter 182 of the Mansfield Code of Ordinances and Regulation A198-5.1 (*clean copy*)
- 3) Email from C. van Zelm dated November 8, 2016 re: Parking Steering Committee review of proposed amendments

182-4

In addition to any motor vehicle which may be towed under the provisions of Connecticut General Statutes Section 14-145 or 14-150, any motor vehicle parked in violation of § 182-3 of this article on which three or more prior parking fines under Subsection A are due and unpaid, or on which four or more such parking fines have been assessed within the past 12 months, may be towed and released to its owner only upon payment of all towing and/or storage fines and charges. Payment of the towing and/or storage charges does not relieve the violator of the requirement to pay all fines accrued prior to the tow.

A198-9

In addition to any motor vehicle which may be towed under the provisions of Connecticut General Statutes Section 14-145 or 14-150, any motor vehicle parked in violation of § 182-3 of the Code of the Town of Mansfield or of §§ A198-5, A198-5.1, A198-6, A198-7 or A198-8 of these regulations on which three or more prior parking fines under § 182-4 or A198-9B of the Code of the Town of Mansfield are due and unpaid, or on which four or more such parking fines have been assessed within the past 12 months, may be towed and released to its owner only upon payment of all fines and towing and/or storage charges. Payment of the towing and/or storage charges does not relieve the violator of the requirement to pay all fines accrued prior to the tow.

[Added 7-22-2013, effective 7-22-2013[2]]

A198-5.1

Vehicles in violation of any parking regulation herein may be subject to fines and/or towing. Owner/operators of violating vehicles will be responsible for paying both the fine for towing and the actual costs of towing and/or storage. Except in instances where a vehicle is a hazard to pedestrians or vehicular traffic or impedes the delivery of emergency services, tow warning notices in the form of a ticket shall be placed on vehicles prior to towing. Vehicles may be towed for parking in violation of the parking infractions listed in Subsection H, trespass on private property, parking while not being present on the premises or for exceeding the parking limits in designated parking spaces by 50% of the allowable time limit for said space in accordance with §§ 14-307 and 14-145 of the Connecticut General Statutes.

182-4

In addition to any motor vehicle which may be towed under the provisions of Connecticut General Statutes Section 14-145 or 14-150, any motor vehicle parked in violation of § 182-3 of this article on which three or more prior parking fines under Subsection A are due and unpaid, or on which four or more such parking fines have been assessed within the past 12 months, may be towed and released to its owner only upon payment of all towing and/or storage charges. Payment of the towing and/or storage charges does not relieve the violator of the requirement to pay all fines accrued prior to the tow.

A198-9

In addition to any motor vehicle which may be towed under the provisions of Connecticut General Statutes Section 14-145 or 14-150, any motor vehicle parked in violation of § 182-3 of the Code of the Town of Mansfield or of §§ A198-5, A198-5.1, A198-6, A198-7 or A198-8 of these regulations on which three or more prior parking fines under § 182-4 or A198-9B of the Code of the Town of Mansfield are due and unpaid, or on which four or more such parking fines have been assessed within the past 12 months, may be towed and released to its owner only upon payment of all towing and/or storage charges. Payment of the towing and/or storage charges does not relieve the violator of the requirement to pay all fines accrued prior to the tow.

[Added 7-22-2013, effective 7-22-2013[2]]

A198-5.1

Vehicles in violation of any parking regulation herein may be subject to fines and/or towing. Owner/operators of violating vehicles will be responsible for paying both the fine for towing and the actual costs of towing and/or storage. Except in instances where a vehicle is a hazard to pedestrians or vehicular traffic or impedes the delivery of emergency services, tow warning notices in the form of a ticket shall be placed on vehicles prior to towing. Vehicles may be towed for parking in violation of the parking infractions listed in Subsection H, trespass on private property, parking while not being present on the premises or for exceeding the parking limits in designated parking spaces by 50% of the allowable time limit for said space in accordance with §§ 14-307 and 14-145 of the Connecticut General Statutes.

## Sara-Ann Chaine

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**From:** Cynthia A. vanZelm  
**Sent:** Tuesday, November 08, 2016 10:05 AM  
**To:** Matthew W. Hart  
**Subject:** ordinance

Hi Matt- On October 25, 2016, the Town Parking Steering Committee, with a motion by member Karla Fox, and a second by member Mike Taylor, endorsed recommended changes by Town Attorney Kevin Dineen to Town of Mansfield ordinances 182 and A198 to remove language requiring that parking fines be paid prior to a towing company releasing a car that has been towed.

Cynthia

Cynthia van Zelm  
Executive Director  
Mansfield Downtown Partnership, Inc.  
23 Royce Circle  
PO Box 513  
Mansfield, CT 06268  
[vanzelmca@mansfieldct.org](mailto:vanzelmca@mansfieldct.org)  
860-429-2740  
860-429-2719 (fax)

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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; Michael Nintean, Director of Building and Housing Inspection  
**Date:** November 28, 2016  
**Re:** Proposed Amendment to Building Construction Ordinance

---

**Subject Matter/Background**

At Monday's meeting, the Town Council will conduct a public hearing regarding the proposed amendments to the Building Construction Ordinance. This item has been placed on the Council's agenda as old business to allow the Council to debrief the public hearing and to take action if desired.

On October 1, 2016, the State of Connecticut adopted a revised State Building Code. Pursuant to the new State Code, section 109.4 "Work Commencing Before Permit Issuance" has been deleted without substitution. This section stated "Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits shall be subject to a fee established by the building official that shall be in addition to the required permit fees."

With this deletion, the Town of Mansfield is no longer allowed to fine a person for commencing work without a building permit. Instead, penalties will be handled via the State judicial system.

In order to comply with the new State Building Code, the Town needs to amend the Town Building Construction Ordinance section 107-4 "Penalties for Offenses" by deleting subsection C, sections 1 and 2 without substitution.

**Financial Impact**

It is anticipated that this change will have a negligible negative effect on revenue received by the Building Department.

**Legal Review**

The Town is legally required to use the state adopted Building Code. Therefore, based on the Building Code change, this ordinance amendment would be appropriate. The Town Attorney has approved the form of the proposed amendment.

### **Recommendation**

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

Unless the public hearing raises any additional issues that we have not considered, or if the Town Council wishes to make further revisions, staff recommends that the Council adopt the proposed amendments to the Building Construction Ordinance.

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

*Move, effective November 28, 2016, to approve the proposed amendments to the Building Construction Ordinance, which amendments shall be effective 21 days after publication in a newspaper having circulation within the Town of Mansfield.*

### **Attachments**

- 1) State of Connecticut Building Code Supplement Section 109.4 (*effective October 1, 2016*)
- 2) Town of Mansfield Proposed Amendment to Building Code Ordinance section 107-4 (*with track changes*)
- 3) Town of Mansfield Proposed Amendment to Building Code Ordinance section 107-4 (*clean copy*)
- 4) C.G.S. §29-254a

DEPARTMENT OF ADMINISTRATIVE SERVICES

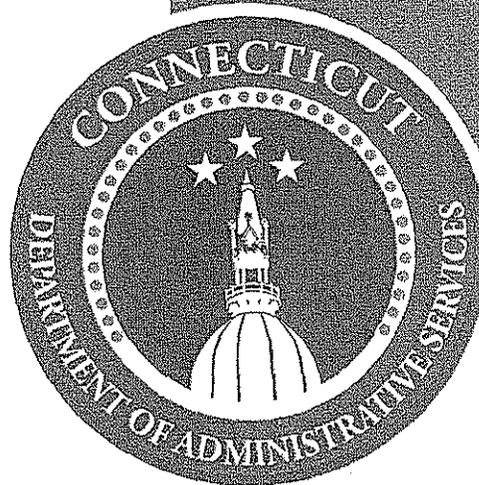
# 2016 Connecticut State Building Code

MELODY A. CURREY  
Commissioner

JOSEPH V. CASSIDY, P.E.  
State Building Inspector

DIVISION OF  
CONSTRUCTION SERVICES  
Office of the State Building Inspector

165 Capitol Avenue  
Hartford, CT 06106



EFFECTIVE  
OCTOBER 1, 2016

the requirements of this code to the extent necessary to assure the stability and integrity of the primary structural support systems of such structure or addition. Any modifications of approved structural plans or design specifications shall require shop drawings to the extent necessary to determine compliance with the requirements of this code and shall be reviewed by such consultant. Any fees relative to such review requirements shall be paid by the owner of the proposed building project.

If a structure or addition exceeds the threshold limit, the architect of record, professional engineer of record responsible for the design of the structure or addition and the general contractor shall sign a statement of professional opinion affirming that the completed construction is in substantial compliance with the approved plans and design specifications. If fabricated structural load-bearing members or assemblies are used in the construction, the professional engineer responsible for the design of such members or assemblies shall sign a statement of professional opinion affirming that the completed fabrication is in substantial compliance with the approved design specifications.

The building official of the municipality in which the structure or addition will be located shall satisfy himself that each architect, professional engineer, including each professional engineer responsible for the design of fabricated structural load-bearing members or assemblies, general contractor and major subcontractor involved in the project holds a license to engage in the work or occupation for which the appropriate building permit has been issued.

(Add) **107.8 Lift slab construction.** Pursuant to subsection (b) of section 29-276a of the Connecticut General Statutes, any building designed to be constructed utilizing the lift-slab method of construction shall be classified as exceeding the "threshold limit" and shall be subject to the provisions of Sections 107.7.1 and 107.8.1 of this code.

(Add) **107.8.1 Lift slab operations.** All buildings and structures utilizing the lift slab method of construction shall comply with the provisions of 29 CFR 1926 and section 31-372-107-1926 of the Regulations of Connecticut State Agencies.

(Amd) **108.1 General.** The building official may issue a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The building official may grant a single 180-day extension for demonstrated cause.

**Exception:** Tents, canopies and other membrane structures erected for a period of fewer than 180 days shall comply with Section 3103 of this code.

(Amd) **108.3 Temporary power.** The building official may give permission to temporarily supply and use power in part of an electrical installation before such installation has been fully completed and the final certificate of approval has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in this code and in NFPA 70, National Electrical Code.

(Amd) **109.2 Schedule of permit fees.** Each municipality shall establish a schedule of fees for each construction document review, building permit, certificate of approval and certificate of occupancy. A schedule of adopted fees shall be posted in the building department for public view.

\* (Del) **109.4 Work commencing before permit issuance.** Delete without substitution.

(Add) **110.1.1 Posting of required inspections.** A schedule of required inspections shall be compiled by the building official. The schedule shall be posted in the building department for public view.

## Chapter 107. Building Construction

### § 107-4. Penalties for offenses.

- A. Any person who violates any provision of the State Building Code shall be fined not less than \$200 nor more than \$1,000 or imprisoned not more than six months, or both, as provided in C.G.S. § 29-254a.
- B. Any person who shall continue any work in or about the structure after having been served with a stop-work order, except such work as that person is directed to perform to remove a violation or unsafe conditions, shall be liable to a fine of not less than \$200 nor more than \$1,000 or imprisoned not more than six months, or both, as provided in C.G.S. § 29-254a.
- ~~C. Starting work prior to obtaining a building permit.
  - (1) A penalty of b\$250 will be added to a permit fee for starting work without a permit.
  - (2) A penalty will not be assessed to emergency repair work.~~

## Chapter 107. Building Construction

### § 107-4. Penalties for offenses.

- A. Any person who violates any provision of the State Building Code shall be fined not less than \$200 nor more than \$1,000 or imprisoned not more than six months, or both, as provided in C.G.S. § 29-254a.
- B. Any person who shall continue any work in or about the structure after having been served with a stop-work order, except such work as that person is directed to perform to remove a violation or unsafe conditions, shall be liable to a fine of not less than \$200 nor more than \$1,000 or imprisoned not more than six months, or both, as provided in C.G.S. § 29-254a.

Sec. 29-254a. Penalty for violation of State Building Code. Any person who violates any provision of the State Building Code shall be fined not less than two hundred dollars or more than one thousand dollars or imprisoned not more than six months, or both.

(P.A. 88-359, S. 9, 12; P.A. 07-217, S. 137.)

History: P.A. 07-217 made technical changes, effective July 12, 2007.

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**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *MWH*  
**CC:** Maria Capriola, Assistant Town Manager; Cherie Trahan, Director of Finance  
**Date:** November 28, 2016  
**Re:** Financial Statements Dated September 30, 2016

---

**Subject Matter/Background**

Attached you will find the quarterly financial statements for the period ending September 30, 2016. The Finance Committee will review this item at its November 28<sup>th</sup> special meeting.

**Recommendation**

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

*Move, effective November 28, 2016, to accept the Financial Statements dated September 30, 2016.*

**Attachments**

- 1) Financial Statements Dated September 30, 2016 (*see 11/28/16 Finance Committee packet at [www.MansfieldCT.gov](http://www.MansfieldCT.gov)*)

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**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *MWH*  
**CC:** Maria Capriola, Assistant Town Manager; Cherie Trahan, Director of Finance;  
Christine Gamache, Collector of Revenue  
**Date:** November 28, 2016  
**Re:** Transfer of Uncollected Taxes to Property Tax Suspense Book

---

**Subject Matter/Background**

Attached please find the proposed transfer of uncollected taxes to the property tax suspense book, submitted for the Town Council's review and approval. The majority of the list consists of motor vehicle account bills to taxpayers that the Town has been unable to locate. The additions to the suspense book total \$94,986.45.

Although the taxes are removed from the books as a current receivable they continue to remain collectible for 15 years from the original due date. From July 1, 2015 to date, the Town has successfully collected \$20,210 in outstanding suspense taxes and interest. The Finance Committee will review this item at its special meeting on November 28, 2016.

**Recommendation**

If the Finance Committee recommends approval of the Transfer to Suspense, the following motion is in order:

*Move, effective November 28, 2016, to transfer \$94,986.45 in uncollected property taxes to the Mansfield Property Tax Suspense Book, as recommended by the Collector of Revenue.*

**Attachments**

- 1) List Summary (see 11/28/16 Finance Committee packet at [www.MansfieldCT.gov](http://www.MansfieldCT.gov))
- 2) Process Suspense Report (Detail) (see 11/28/16 Finance Committee packet at [www.MansfieldCT.gov](http://www.MansfieldCT.gov))

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**Town of Mansfield  
Agenda Item Summary**

**To:** Town Council  
**From:** Matt Hart, Town Manager *MWH*  
**CC:** Maria Capriola, Assistant Town Manager; Cherie Trahan, Director of Finance;  
Christine Gamache, Collector of Revenue  
**Date:** November 28, 2016  
**Re:** Refund Balance Write-Off Request

---

**Subject Matter/Background**

Refund balances result from:

- 1) Adjustments requested after the payment date. A refund balance can occur due to a request for an adjustment by the Assessor after the tax bill has been paid. An example of this is if a taxpayer moves to another community part way through the year and their motor vehicle is now taxed by another community. They will receive a credit for the time that they were no longer a Mansfield resident. Refund forms are generated by the Collector's Office and sent to the taxpayer for signature. Upon return of the form, the refund is processed and sent to the taxpayer. If the form is not returned, the refund (credit) balance remains on our books.
  
- 2) Overpayments. Generally, overpayments occur a taxpayer initiates a payment plan and does not stop the plan when the tax bill is paid in full. We keep the payments on the account until we are requested to return it. Before each tax installment is due, a review of overpayments is performed and those with new tax bills have the overpayment applied to them. If a new tax bill is not available in July, a refund form is sent to them in order to ensure they get the funds back. Refund forms are not sent automatically for small balance accounts, generally \$25.00 or less.

In accordance with Connecticut General Statutes §12-129, application for refunds must be made by the taxpayer within three years of the due date of the tax or they become non-refundable and can be written off. We currently have \$1,792.18 in refund (credit) balances that can be written off resulting in a small revenue to the Town.

**Recommendation**

If the Finance Committee recommends approval of the refund balance write-offs, the following motion is in order:

*Move, effective November 28, 2016, to write-off \$1,792.18 in un-refunded property taxes as recommended by the Collector of Revenue.*

**Attachments**

- 1) Proposed Credit Write-Offs (see 11/28/16 Finance Committee packet at [www.MansfieldCT.gov](http://www.MansfieldCT.gov))



**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; Kevin Deneen, Town Attorney  
**Date:** November 28, 2016  
**Re:** Town Attorney Opinion re Regulating Political Speech at Transfer Station Property

---

**Subject Matter/Background**

Attached please find the Town Attorney's opinion concerning regulating political speech at the Town's transfer station. I requested this opinion in response to questions and concerns raised regarding the Department of Public Works policy regarding the same issue.

As you will recall, I am holding the Department of Public Works policy in abeyance until the Town Council has had an opportunity to review the matter and to provide guidance to staff. Based on earlier discussions, we have determined that any policy regarding political activity at Town facilities should be promulgated or expressly approved by the Council.

The Town Attorney will attend Monday's meeting to assist the Council with its discussion of this item.

**Attachments**

- 1) K. Deneen re: Opinion re Regulating Political Speech at Transfer Station Property (07/28/2016)
- 2) J. Carrington re: Political Activity at the Transfer Station Policy (10/02/2015)

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

ATTORNEYS AT LAW

20 MAPLE AVENUE  
P. O. BOX 504  
WINDSOR, CONNECTICUT 06095

TELEPHONE (860) 688-8505  
FAX (860) 688-4783

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

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

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.

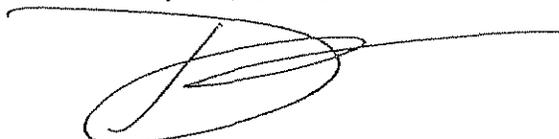
In these instances, courts look for clear governmental intent to create a limited public forum and will not infer the government intent to create a limited public forum. Cornelius, 473 U.S. at 802. In making this determination, courts will look to the "policy and practice" of the government to determine 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 be 'Kevin M. Deneen', with a long horizontal line extending to the right.

Kevin M. Deneen

KMD/lhc



**TOWN OF MANSFIELD**  
**DEPARTMENT OF PUBLIC WORKS**

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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  
Carrington.JC@mansfieldet.org

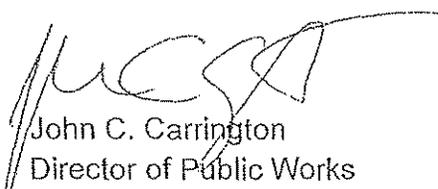
October 2, 2015

**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

PAGE  
BREAK

Submitted by  
Amin Keshvani  
11/14/16  
Supplemental  
materials to his  
statement

Item #12

## If a gas tank blows, what is the blast radius?

### 1 Answer



**Tim Hofstetter**, Been exclusively my own mechanic since 1976

Written 12 Nov 2014

That depends upon many things: quantity of gasoline in the tank, quantity of oxygen-laden air in the tank, quality of gasoline-air mix, octane rating of the gasoline, temperature, and pressure exerted within the tank at the moment of detonation.

Gasoline contains about ten times as many detonatable calories as TNT contains, but it oxidizes (at atmospheric pressure and normal range of temperatures) much more slowly, so in most cases a gas tank doesn't "blow" at all, it just burns. Many of us have seen a car fire burning away on the side of the road, and some of us have even intentionally ignited quantities of gasoline (the smarter of us have done so under pretty tightly controlled conditions) and witnessed its relatively slow burn rate.

In order to detonate, or burn explosively, gasoline needs to be well mixed with the proper amount of air under the proper atmospheric conditions.

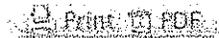
A gasoline-air mix has a lower explosion limit of 1.4% by volume and an upper explosion limit of 7.6%. If the concentration is below 1.4%, the air-gasoline mixture is too lean and does not ignite. If the concentration is above 7.6%, the mixture is too rich and also does not ignite. Mixing is much easier at higher temperatures (more likely to vaporize gasoline) than low temperatures.

In order to achieve truly high-speed detonation, the gasoline-air mix needs to also be pressurized. The minimum ideal pressure is approximately 6 atmospheres for low-octane (faster burning) gasoline and 8 atmospheres for high-octane (slower burning) gasoline.

Provided that ideal circumstances exist, meaning high temperature, high pressure (from an extremely heavy weight dropped on the tank), and a good mix of air within the container (tank? Unlikely.), a sizeable detonation could possibly occur. These circumstances are nearly never found in reality - certainly not as shown in movies.

In order to get a suitable mix of air to gasoline, the tank must be nearly empty, which considerably reduces the size of the potential explosion. Assuming a 20-gallon tank and a 7% mix, you could get no more than about 1.5 gallons mixed sufficiently to make a good explosion if all other conditions were ideal. Gasoline weighs about 6 pounds per gallon, so you'd get maybe 9 pounds of gasoline in your mix, equivalent in calorie content to about 90 pounds of TNT. That's about one-fifth the explosive power of the example bombs used in a BATFE chart (Quora software won't permit me to include the picture here) listing a lethal blast range of 100 feet, a minimum evacuation distance of 1500 feet, and a falling-glass hazard range of 1250 feet. The inverse-square law tells us that approximately half those distances would be about appropriate for a 1.5-gallon gasoline explosion under ideal conditions.

## Used Above Ground Fuel Storage Tanks



Envirosafe Sells Used Above Ground Fuel Storage Tanks. Check out our current inventory of bulk storage tanks for Oil, Diesel, Farm Fuel, Methanol & Double Wall Tanks For Sale.

## Do You Have A Used Bulk Fuel Storage Tank You Want To Sell?

Advertise your tank here, the online authority for bulk fuel tanks. To learn more, click [here](#).

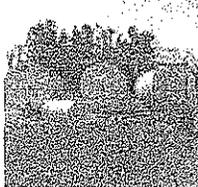
## Our Current Inventory Of Used Bulk Fuel Storage Tanks

**Note: All used tanks are, "As Is, Where Is."**



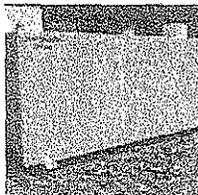
### (2) 10,000 gallon Tanks...

Location: New London, OH 44851 Manufacturer of Tank: N/A  
Year built: N/A Size of Tank: (2) 10,000 gallon tanks Type of Tank: Single Wall Steel (1/4" thick steel) UL Rating: N/A Any Issues (Leaks, etc.): No leaks Additional [More...](#)



### (3) 16,000 Gallon Tanks...

Location: New London, OH 44851 Manufacturer of Tank: N/A  
Year built: N/A Size of Tank: (3) 16,000 gallon tanks Type of Tank: Single Wall Steel (1/4" thick steel) UL Rating: N/A Any Issues (Leaks, etc.): No lea Additional [More...](#)



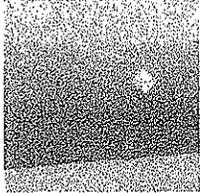
### 2,000 Gallon Double Walled Tank...

Location: Appalachia, VA 24216 Manufacturer of Tank: Clark Welding Service Enviro-Vault Year built: 1994 Size of Tank: 2,000 Gal. Type of Tank: Double Wall Protected UL Rating: N/A Any Issues (Leaks, etc.): No leaks. Tested. Take on of service on Oct. [More...](#)

### 10,000 Gallon Cement Tank...

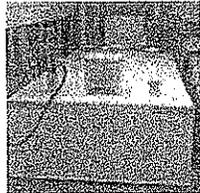


Location: Spring Hill, FL Manufacturer of Tank: N/A Year built: 2005 Size of Tank: 10,000 Gal. Type of Tank: Concrete Encased Double Walled UL Rating: N/A Any Issues (Leaks, etc.): None Additional Equipment: Fuel Dispenser. Gasboy included Tank Images: Click Photos to [More...](#)



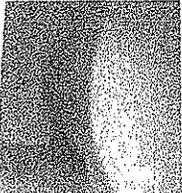
### 3,000 gallon double walled tank...

Location: Guilford, CT 06437 Manufacturer of Tank: N/A Year Built: 3 year old tank Size of Tank: 3,000 Gallons Type of Tank: Double Wall Steel UL Rating: UL 142 Any Issues Leaks, etc.): Never [More...](#)



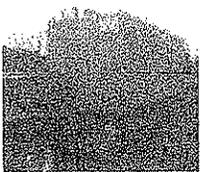
### 1,000 Gallon Double Walled Tank...

Location: Miami, FL Manufacturer of Tank: Phoenix Year Built: N/A Size of Tank: 1,000 Gallons Type of Tank: Double Wall Steel UL Rating: UL 2085 Any Issues Leaks, etc.): No leaks [More...](#)



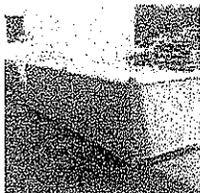
### 5,000 Gallon Double Walled Tank...

Location: Gulford, CT 06437 Manufacturer of Tank: N/A Year Built: N/A Size of Tank: 5,000 Gallons Type of Tank: Double Wall Steel UL Rating: M609008 MH5086 Any Issues (Leaks, etc.): [More...](#)



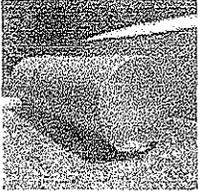
### 8,000 Gallon Cement Tank...

Location: Gulford, CT 06437 Manufacturer of Tank: Convault Year Built: About 12 years old Size of Tank: 8,000 Gallons Type of Tank: Double Wall Concrete UL Rating: N/A Any [More...](#)



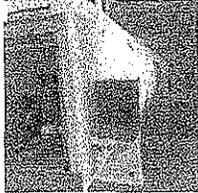
### 500 Gallon Double Walled Tank...

Location: Bushnell, FL Manufacturer of Tank: Envirosafe Tanks Year Built: 2001 Size of Tank: 500 Gallons Type of Tank: Double walled Protected Rectangular UL Rating: UL 2185 Any Issues (Leaks, [More...](#)



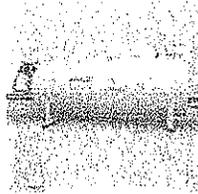
### 20,000 Gallon Split Tank...

Location: Parkesburg, PA 19365 Manufacturer of Tank: Unknown Year Built: Unknown Size of Tank: 20,000 Gallons (Divided into 8,000 gallon and 12,000 gallon) Type of Tank: Single walled steel UL Rating: N/A [More...](#)



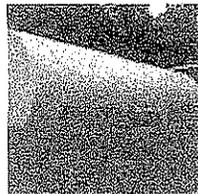
### 9,900 Gallon Double Wall Tank...

Location: Manchester, NH 03103 Manufacturer of Tank: Envirosafe Tanks Year Built: 2016 Size of Tank: 9,900 Gallons Type of Tank: Double Walled Steel UL Rating: UL 142 Any Issues [More...](#)



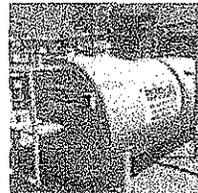
### 1,000 Gallon Double Wall Tank...

Location: Houston, TX Manufacturer of Tank: Envirosafe Tanks Year Built: 2015 Size of Tank: Gallons Type of Tank: Double Walled Steel UL Rating: UL 2085 Any Issues (Leaks, etc.): Tanks is [More...](#)



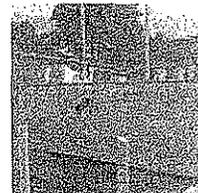
### 25,000 Gallon Tank...

Location: Ridgefield, CT 06877 Manufacturer of Tank: Highland Tank Year Built: 1988 Size of Tank: 25,000 Gallons Type of Tank: Single wall. 5/16" thick all over UL Rating: UL [More...](#)



### Thousand Gallon Tank...

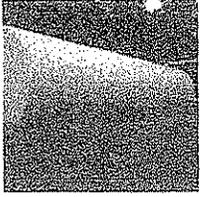
Location: Mesa, AZ 85212 Manufacturer of Tank: Envirosafe Tanks Year Built: 2014 Size of Tank: Two thousand gallons Type of Tank: Double Walled Flameshield UL Rating: UL-142 Certified Any Issues (Leaks, etc.): N/A Additional [More...](#)



### 1,000 Gallon Double Walled Tank...

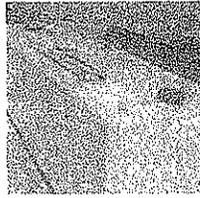
Location: San Jose, CA 95141 Manufacturer of Tank: N/A Year Built: N/A Size of Tank: 1,000 Gallon Tank Type of Tank:

Double Walled UL Rating: N/A Any Issues (Leaks, etc.): None  
Additional Equipment Included: [More...](#)



### 25,000 Gallon Single Wall Tank...

Location: Ridgefield, CT 06877 Manufacturer of Tank: Highland Tank Year Built: 1988 Size of Tank: 25,000 Gallon Tank Type of Tank: Single Walled. 5/16" thick all over UL Rating: UL 142 (maybe) Any Issues [More...](#)



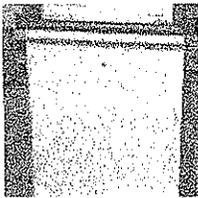
### 10,000 Gallon Cement Tank...

Location: Cleveland, TX 77328 Tank Manufacturer: Convault Size of Tank: 10,000 Gallon Year Built: 2005 UL Rating: UL2085 Any Issues (Leaks, etc.): None. Just cleaned. Ready For Fuel Dimensions: 96" x 30' For more information, call us or fill out the [More...](#)



### 1,000 Gallon Tank...

Location: Saint Lucia, West Indies Size of Tank: 1,000 Gal. year Built: 2009 Type of Tank: Flameshield Double Walled UL Rating: N/A Any Issues (Leaks, etc.): Some rust on top. See pics Additional Equipment: Fuel Dispenser. Note: Tank has never [More...](#)



### Atlas 98T0K E85 Dispenser...

Atlas 98T0K E85 Series Remote Single, Side Load Dispenser - Up TO 15 GPM 1 inch super brite backlit LCD display (Meets W&M Display Last Transaction Requirement) Electronic Totalizer. Top & Sides Painted black. Front and back [More...](#)



### (2) 25,000 Gallon Tanks...

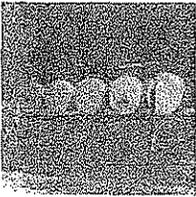
Location: New Jersey Tank Manufacturer: Xerxes Size of Tank: 25,000 Gallons Each Year Built: 2014 (surplus) Type of Tank: (1) Double Walled Steel and (1) Fiberglass (Underground) UL Rating: N/A Any Issues (Leaks, etc.): N/A Additional

Equipment: Surplus Tanks. Never Used Tank Documents  
Fuel [More...](#)



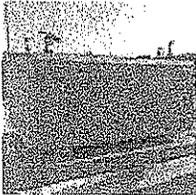
3.000 Gallon Single Walled Tank...

Location: Albany, KY. Size of Tank: 3,000 Gal. Type of Tank (Double Walled, Single Walled, Protected, etc.): Single Walled Tank UL Rating: N/A Any Issues (Leaks, etc.): n/a For more information, call us or fill out the form below. [More...](#)



SOLD: 10.000 Gallon Single Wall Tank...

SOLD!! Location: Camden, AL. 36726 Size of Tank: 10,000 Gal. Type of Tank: Single Walled Tank UL Rating: N/A Any Issues (Leaks, etc.): N/A Additional Equipment: Can be purchased As-Is (all 5 tanks with plumbing, [More...](#)



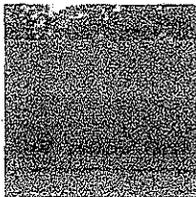
Sold: 2.000 Gallon Tank...

SOLD!! Location: Kansas City, MO Manufacturer of Tank: Convault Year Built: 2000 Size of Tank: 2,000 Gallons Gallons Type of Tank: Double Walled Tank UL Rating: UL-2085, UL142 Any Issues (Leaks, etc.): N/A [More...](#)



SOLD: 6.000 Gallon Double Walled Fireguard Tank...

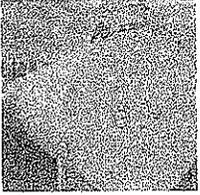
SOLD!! Location: Guilford, CT 06437 Manufacturer of Tank: Highland Tanks Year Built: 2006 Size of Tank: 6,000 Gallons Type of Tank: Double Wall Steel UL Rating: N/A Any Issues (Leaks, etc.): N/A Additional Equipment: For more [More...](#)



Sold: 10.000 Gallon Double Walled Tank...

SOLD!! Location: Cleveland, Texas 77326 Manufacturer of Tank: Delta Tank Year built: 2015 Size of Tank: 10,000 Gallon Type of Tank: Double Walled Tank UL Rating: UL 142 Any Issues (Leaks, etc.): New Tank Additional Equipment: Ladder, manway, E-vents, Tee vent, [More...](#)

Sold: 10.000 Gallon Double Walled Tank...

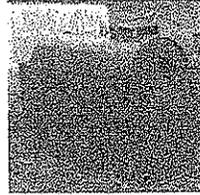


**SOLD!!** Location: Medley, FL 33018 Size of Tank: 10,000 Gallon Type of Tank: Double Walled Tank UL Rating: N/A Any Issues (Leaks, etc.): No Issues Additional Equipment: Electric Pump, Breather, Spill Control Device Tank Images: Click Photos to Enlarge For more [More...](#)



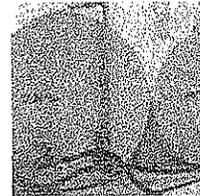
**Sold: 500 Gallon Tank With Pan...**

**SOLD!!** Location: Cleveland, Texas 77326 Manufacturer of Tank: H & H Tank Year built: 2016 Size of Tank: 500 Gallon Tank With Containment Pan Type of Tank: Single Walled Tank UL Rating: None Any Issues (Leaks, etc.): New Tank Additional Equipment: N/A Dimensions: [More...](#)



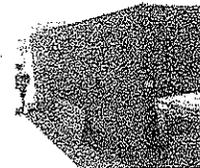
**Sold: 275 Gallon Tank With Pan...**

**SOLD!!** Location: Cleveland, Texas 77326 Manufacturer of Tank: H & H Tank Year built: 2016 Size of Tank: 275 Gallon Tank With Containment Pan Type of Tank: Single Walled Tank UL Rating: None Any Issues (Leaks, etc.): New Tank Additional Equipment: N/A Dimensions: [More...](#)



**SOLD: (2) 20,000 Gallon Double Walled Tanks...**

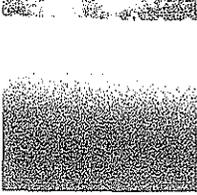
**SOLD!!** Location: Plain City, OH Manufacturer of Tanks: Stanwade Metal Products in Hartford, Ohio Year built: 2008 Size of Tank: 20,000 Gal. Type of Tank: Double Walled Tank UL Rating: UL 142 Any Issues (Leaks, etc.): No Leaks. Near Perfect Additional Equipment: We [More...](#)



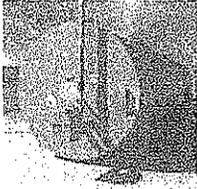
**SOLD: 6,000 Gallon Tank...**

**SOLD!!** Location: San Francisco, CA Manufacturer of Tank: N/A Year Built: N/A Size of Tank: 6,000 Gallon Tank Type of Tank: Secondary Containment. Ballistic Resistance UL Rating: UL 2085 Any Issues (Leaks, etc.): This is a surplus tank. Never used. Additional [More...](#)

**SOLD: 6,000 Gallon Tank...**

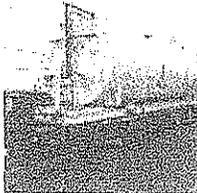


**SOLD!!** Location: Keasby, NJ 08832 Manufacturer of Tank: Specialty Steel of America Year Built: 2012 Size of Tank: 6,000 Gallon Tank Type of Tank: Double Walled Steel UL Rating: UL-142 Any Issues (Leaks, etc.): New Tank. No issues Dimensions: See attached [More...](#)



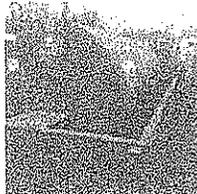
**SOLD: 12,000 Gallon Tank...**

**SOLD!!** Location: Cleveland, TX 77328 Tank Manufacturer: Modern Tank Size of Tank: 12,000 Gallon Year Built: 2011 UL Rating: UL2085 Any Issues (Leaks, etc.): None. Additional Equipment: Remote Fill. Spill Box Dimensions: 104" x 33' For more information, call us or fill out [More...](#)



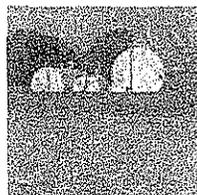
**SOLD: (3) 12,000 Gallon Tanks...**

**SOLD!!** Location: Tunkhannock, PA 18657 Tank Manufacturer: Highland Tank Size of Tank: 12,000 Gallon Each Type of Tank: Double Walled Tank Year Built: 10/25/2011 UL Rating: UL-142, NO R514480, NO R514481 Any Issues (Leaks, etc.): None Ever Additional Equipment: All Venting, Fill Piping, [More...](#)



**SOLD: 2,000 Gallon Tank...**

**SOLD!!** Location: Tunkhannock, PA 18657 Tank Manufacturer: Highland Tank Size of Tank: 2,000 Gallon Type of Tank: Double Walled Tank Year Built: 08/09/2012 UL Rating: N/A Any Issues (Leaks, etc.): None Ever Additional Equipment: N/A View 2,000 Gallon Tank specs For more information, call [More...](#)



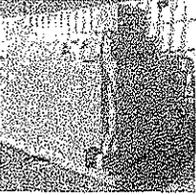
**SOLD: 12,000 Gallon Tank, 2,000 Gallon Tank, and 500 Gallon Tank...**

**SOLD!!** Location: Enterprise, AL Manufacturer of Tank: Alabama Tank, Inc. Year Built: N/A Size of Tank: 12,000 Gallon Tank, 500 Gallon Tank, and 2,000 Gallon Tank Type of Tank: Single-walled UL Rating: N/A Any Issues (Leaks, etc.): none Additional Equipment Included: N/A For more [More...](#)



### SOLD: 1,500 Gallon Tank...

SOLD!! Location: Bakersfield, CA 93313 Manufacturer of Tank: EnviroSAFE Tanks Year Built: 2011 Size of Tank: 1,500 Gallons Type of Tank: Flameshield UL Rating: UL 142 Any Issues (Leaks, etc.): None Additional Equipment: [More...](#)



### SOLD: 400 Gallon Tank...

SOLD!! Albuquerque, NM Size of Tank: 400 Gal. Type of Tank: Double Walled Tank Manufacturer of Tank: Pryco, Inc Year Built: 2012 or 2013 UL Rating: No. D 753028 Any Issues (Leaks, etc.): Tank is new, unused, never installed Additional Equipment: See images [More...](#)



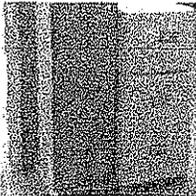
### SOLD: (3) 20,000 Gallon Tanks & (1) 15,000 Gallon Tank...

SOLD!! Location: Altheimer, AR Manufacturer of Tank: Unknown Year Built: 1990 Size of Tank: (3) 20,000 Gallon Tanks. (1) 15,000 Gallon Tank Type of Tank: Single-walled UL Rating: N/A Any Issues (Leaks, etc.): none Additional Equipment Included: N/A For more information, call us [More...](#)



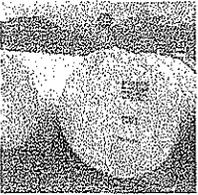
### Sold: 2,000 Gallon Tank...

SOLD!! Location: Pacific Palisades, CA Manufacturer of Tank: Fireguard, Serial No: 10181 Size of Tank: 2,000 Gallon. Dual Tanks: 1,500 Gasoline / 500 Diesel Type of Tank (Double Walled, Single Walled, Protected, etc.): Double-walled, insulated [More...](#)



### Sold: Petro-vend 100 Fuel Control System...

SOLD!! Petro Vend 100® Fuel Control System OPW Fuel Management Systems proudly introduces the Petro Vend 100® (PV100) Fuel Control System — a stand-alone, pedestal-mounted system for small or mid-sized fleet-fueling sites that require one- [More...](#)



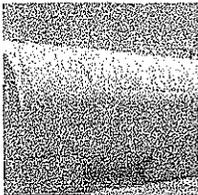
### SOLD: (3) Three Thousand Gallon Tanks...

SOLD!! Location: Sunol CA East Bay San Francisco Tank  
 Manufacturer: Highland Tank Size of Tank: 3,000 Gallon each.  
 Type of Tank: Double Walled Tanks UL Rating: UL-142 Any  
 Issues (Leaks, etc.): N/A Additional Equipment: Vent Caps and  
 Pumps Total Dimensions of System and [More...](#)



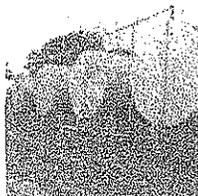
### SOLD: Fireguard Tank...

SOLD!! Location: Kingman, AZ Manufacturer of Tank:  
 Fireguard Year Built: 2004 Size of Tank: 3 x 2000 gal, 2 x 1000  
 gal Type of Tank (Doubled Walled, Single Walled, Protected,  
 etc.): Double Walled UL Rating: UI 2085 For more  
 information, call us [More...](#)



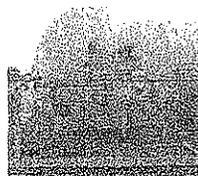
### SOLD: (2) 10,000 Gallon Single Wall Tanks...

SOLD!! Location: Brawley, CA Manufacturer of Tank: Unknown  
 Size of Tank: 10,000 Gallon Type of Tank (Double Walled,  
 Single Walled, Protected, etc.): Single Wall UL Rating: N/A Any  
 Issues (Leaks, etc.): None For more information, call us or fill  
 out the form [More...](#)



### Sold: 10,000 Gallon Single Wall Tank...

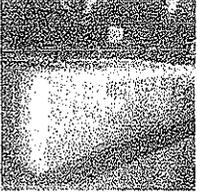
SOLD!! Location: Zebulon, NC Manufacturer of Tank:  
 Unknown Year Built: 1930s Size of Tank: 10,000 Gallon Type  
 of Tank (Double Walled, Single Walled, Protected, etc.): Single  
 Wall UL Rating: N/A Any Issues (Leaks, etc.): None [More...](#)



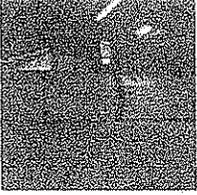
### SOLD! 10,000 Gallon Double Walled Tank...

Sold Location: Chino, CA. Size of Tank: 10,000 Gal. Type of  
 Tank (Double Walled, Single Walled, Protected, etc.): Double  
 Walled Tank UL Rating: 2085 Fire Guard FG - 4631 Any  
 Issues (Leaks, etc.): Pump needs to be rebuilt / [More...](#)

### SOLD! 500 Gallon Tank...

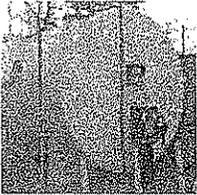


Sold Two 500 Gallon tanks 11' x 4' solid cement with all the piping complete in operation. For more information, call us or fill out the form below. [More...](#)



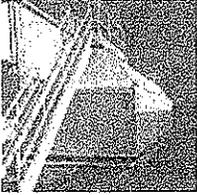
SOLD! 2 8,000 Gallon Double Walled Dike Tank...

Sold Location: La Puente, CA. Manufacturer of Tank: Adamson Global Technology Year Built: 1998 Size of Tank: 8,000 Gal. - 2 tanks identical Type of Tank (Double Walled, Single Walled, Protected, etc.): Double Walled Tank - Dike UL Rating: UL 142 Any [More...](#)



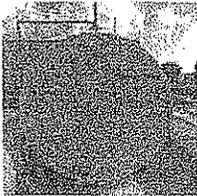
SOLD! 4,000 Gallons Highland Tank...

Sold Location: Newark, NJ Manufacturer of Tank: Highland Tank Size of Tank: 9' x 11'6", 4,000 Gallons Type of Tank: Doubled Walled, Single Walled, Protected, etc. Equipment Included: Pump and Motor [More...](#)



SOLD! 20,000 Gallons Double Walled Tank...

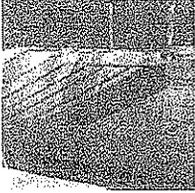
Sold Location: Newark, DE Manufacturer of Tank: Unknown Year Built: 2007 Size of Tank: 20,000 Gal. Type of Tank (Double Walled, Single Walled, Protected, etc.): Double Walled Steel UL Rating: M442680 Any Issues (Leaks, etc.): n/a Additional equipment: n/a For more information, call us or fill [More...](#)



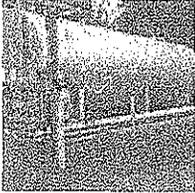
SOLD! 10,000 Gallon Single Wall Tank...

SOLD!! Size of Tank: 10,000 Gal. (Dual Chamber) Type of Tank (Double Walled, Single Walled, Protected, etc.): Single Wall UL Rating: None List of Equipment Included: 1 Pump and Nozzle with each chamber For more information, call us or fill out the [More...](#)

SOLD! 20,000 Gallon Double Walled Tank...



Sold Location: North Charleston, SC Year Built: 1995 Size of Tank: 20,000 Gal. Type of Tank (Double Walled, Single Walled, Protected, etc.): Double Walled Tank UL Rating: N/A Any Issues (Leaks, etc.): n/a Additional equipment: n/a For more information, call us or fill out [More...](#)



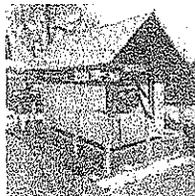
**SOLD! 20,000 Gallon Tank: Goochland CH, VA...**

Sold! Location: Goochland CH, VA Manufacturer of Tank: General Industries, Goldsboro, NC Year Built: Unknown Size of Tank: 20,000 Gal. Type of Tank (Double Walled, Single Walled, Protected, etc.): 5K, 5K, 10K Horizontal UL Rating: Unknown Any Issues (leaks, etc.): None Known Additional equipment: Two (2) vertical tanks assumed to [More...](#)



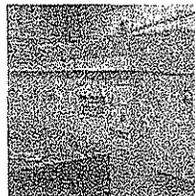
**SOLD! 300 Gallon Double Walled Tank...**

Sold Location: Lake Mills, WI. Year Built: 2006 Size of Tank: 300 Gal. Type of Tank (Double Walled, Single Walled, Protected, etc.): Type 1 Double Walled Tank UL Rating: N/A Any Issues (Leaks, etc.): n/a Additional equipment: All venting and filling hardware [More...](#)



**SOLD! Used Tank...**

Sold Used Tank For Sale. Includes dispenser. For more information, call us or fill out the form below. See all our used bulk fuel tanks for sale. [More...](#)



**SOLD: 10,000 Gallon Dike Tank: Orlando, FL...**

SOLD!! 10,000 Gallon Dike Tank with two 3/4 hp submersible pumps and dispensing box [More...](#)



**SOLD! 4,000 Gallon Tank Single Wall: Dallas, TX...**

Sold! Location: Dallas, Texas Includes appropriate venting OPW Tank Gauge Eco 1500 E Fueling Credit Card Reader POS System (2) Dresser Wayne Single Product Single Hose

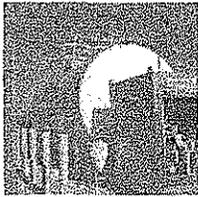
G6201D/2GJK/AW1 OPW Fill Box 3/4 HP Submersible Pump

For more information, call us or fill out the [More...](#)



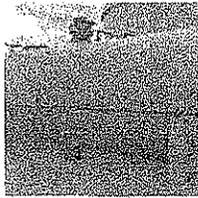
**SOLD! 2.000 Gallon Dual Tank: Orlando, FL...**

SOLD!! Location: Orlando, Florida UL-2085 Fireguard Plate Saddles Primary Tanks Cleaned We will sell as is or completely redone sandblasted and rep with all new equipment For more information, call us or fill out the form below. [More...](#)



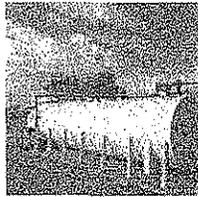
**Sold: 12,000 Gallon Jet A Fuel System...**

SOLD!! Manufacturer of Tank: Modern Tank Year Built: 2015 Size of Tank: 12,000 Gallon Tank Type of Tank: Double Walled UL Rating: N/A Any Issues (Leaks, etc.): There are a few scratches on the interior [More...](#)



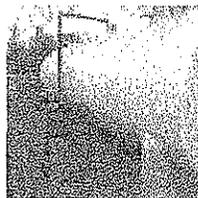
**SOLD: (3) 20,000 Gallon Tanks...**

SOLD!! Location: Mesa, AZ 85212 Manufacturer of Tank: Envirosafe Tanks Year Built: 2014 Size of Tank: 20,000 Gallon Tanks Type of Tank: Double Walled Flameshield UL Rating: UL 142 Any Issues (Leaks, etc.): N/A Additional [More...](#)



**SOLD! 12,000 Gallon Tank: Colorado...**

SOLD!! Location: Colorado Manufacturer of Tank: Modern Welding Company Size of Tank: 12,000 Gal. Type of Tank (Double Walled, Single Walled, Protected, etc.): Double Walled Fireguard Aboveground Any Issues(leaks, etc): None Equipment included: Pumps For more information, call us or fill out the form below. View all [More...](#)



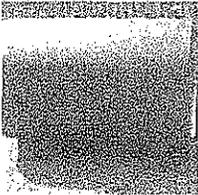
**Sold: 10,000 Gallon Steel Tank...**

SOLD!! Location: Leetonia, OH 44431 Manufacturer of Tank: Stanwade Metal Products Year Built: 2006 Size of Tank: 10,000 Gallon Tank Type of Tank: Double Walled Steel UL Rating: UL-142 - F921 Any Issues (Leaks, etc.): [More...](#)



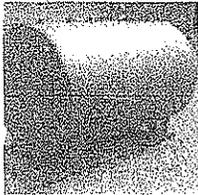
SOLD: 12,000 Gallon Fire Guard Tank...

SOLD!! Location: Alabama Manufacturer of Tank: Fireguard Aboveground Year Built: 1999 Size of Tank: 12,000 Gal. Type of Tank (Double Walled, Single Walled, Protected, etc.): Protected, Steel UL Rating: UL 2244 Any Issues(leaks, etc): None For more information, call us or fill out the form [More...](#)



Sold: (2) 550 Gallon Steel Tanks...

SOLD!! Location: Appalachia, VA 24216 Manufacturer of Tank: Clark Year Built: 2015 Size of Tank: Two 550 Gallon Tanks Type of Tank: Double Walled Horizontal UL Rating: N/A Any Issues (Leaks, etc.): New Tank. No [More...](#)



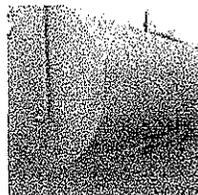
Sold: 300 Gallon Tank...

SOLD!! Location: Appalachia, VA 24216 Manufacturer of Tank: Clark Year Built: 2015 Size of Tank: 300 Gallon Tank Type of Tank: Double Walled Horizontal UL Rating: N/A Any Issues (Leaks, etc.): New Tank. No issues [More...](#)



Sold: 550 Gallon Tank...

SOLD!! Location: Appalachia, VA 24216 Manufacturer of Tank: Clark Year Built: 2015 Size of Tank: 550 Gallon Tank Type of Tank: Horizontal 110% capacity self-contained single wall with fully enclosed second containment UL Rating: N/A [More...](#)

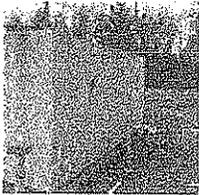


SOLD: 10,000 Gallon Single Walled Tank...

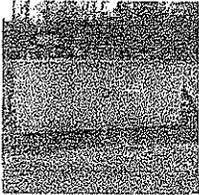
SOLD!! Location: Quitman, GA. Year Built: 1993 Size of Tank: 10,000 Gal. Type of Tank (Double Walled, Single Walled, Protected, etc.): Single Walled Tank UL Rating: N/A Any Issues (Leaks, etc.): n/a Additional equipment: Electric pump For more information, call us or fill [More...](#)

SOLD: 4,000 Gallon Tank...

SOLD!! Location: Owings Mills, MD Year Built: 1994 Size of Tank: 4,000 Gal. Type of Tank (Double Walled, Single Walled,

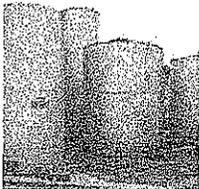


Protected, etc.): Double Walled Vault tank with Top Internal Spill Box UL Rating: 142 Any Issues (Leaks, etc.): n/a Additional equipment: n/a For [More...](#)



### SOLD: 2,000 Gallon Tank...

SOLD!! Location: Owings Mills, MD Year Built: 1994 Size of Tank: 2,000 Gal. Type of Tank (Double Walled, Single Walled, Protected, etc.): Double Walled Vault tank with Top Internal Spill Box UL Rating: N/A Any Issues (Leaks, etc.): n/a Additional equipment: n/a For [More...](#)

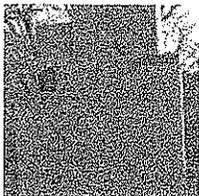


### SOLD: Multiple Used Vertical Tanks For Sale...

SOLD!! Location: Sumter, South Carolina Size of Tank: Varies Type of Tank (Double Walled, Single Walled, Protected, etc.): N/A Available Tanks For Sale 

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### SOLD: 300 Gallons Double Walled Tank...

SOLD!! Location: Salisbury, MD Manufacturer of Tank: Phoenix Products LLC. Year Built: 2009 Size of Tank: 300 Gal. Type of Tank (Double Walled, Single Walled, Protected, etc.): Double Walled Steel, Impact Resistant UL Rating: 2085 Any Issues (Leaks, etc.): n/a Additional equipment: Simplex Fuel [More...](#)

November 21, 2016

Senators Timothy Larson and Catherine Osten  
Legislative Office Building, Room 3600  
Hartford, CT 06106

**RE: Crumbling Foundations**

Dear Senators Larson and Osten:

Over the last several months the Capital Region Council of Governments' Ad Hoc Committee on Crumbling Foundations has taken affirmative steps to assist those residents dealing with the problem of crumbling foundations. This includes: advice to local assessors on how to deal with requests from home owners with crumbling foundations for reduced assessments; suggested wording for resolutions waiving local building permit fees for work related to repairing foundations; soliciting and vetting proposals from contractors, engineers and concrete testers which can be utilized by homeowners in their search for competent and cost effective remedies; discussions with the State Commissioner of Housing regarding the possibility of using CDBG funds and/or program income to create a fund to offset the cost of concrete tests and exploring the possibility of having a third party perform a financial impact study on the region as a result of crumbling foundations. The committee's work also includes the creation of a suggested legislative package including waiving the state portion of building permit fees when local fees are waived for foundation repair work, offsets to the state income tax for those with expenses related to this issue and longer time limits to either make claims against insurance companies or to institute legal action after a denial of a claim and the creation of a template modeled after a program in Canada to provide financial assistance to impacted homeowners.

We have heard loud and clear the emotional and financial havoc crumbling foundations are causing residents in our region. Some thirty-six (36) municipalities have at least one home with a crumbling foundation and over 390 homeowners have registered problems with the State Department of Consumer Protection. This is a problem of monumental proportion requiring that local, state, and federal officials work together with our concerned residents to further develop programs to address what is an ever growing concern.

At the last meeting of the Ad Hoc committee just prior to the recent elections a number of legislators were in attendance representing both political parties. A commitment was made to identify after the election those elected leaders who could best work with our committee to further the initiatives already started. A key issue remaining is how best to fund the assistance template previously mentioned. Obviously the next State legislative session is quickly approaching and it behooves us all to develop together alternative means to create a fund. It is the ad hoc committee's strong feeling that this is not a problem of any singular town, but one which must be looked at on a regional and statewide basis.

A fund of this nature to assist private homeowners with their repair costs is unique. This is nothing like municipalities using their bonding authority to repair public roads or public facilities. Towns required to borrow funds for this purpose individually would: result in increased costs for bond council and debt managers; require Towns to hold public referendums and/or Town Meetings leading to the possibility that some communities secure authorization to pursue relief while others

do not; result in each program in the thirty-six (36) Towns potentially having different requirements and benefit levels; put this need in competition with other public needs such as improvements to schools, public safety facilities , roads, bridges etc.; in very difficult economic times put a number of smaller Towns in a difficult financial position having to deal with increased borrowing costs; and put homeowners in limbo as to whether this program is meant to be a loan or grant. There are also a number of legal questions which would need to be addressed with the use of municipal bonds, including: can such bonds be passed onto private citizens and still retain their tax exempt status, and does the use of such public funds require that prevailing wage be utilized as well as minority preference bidding. Moreover, use of municipal bond funds for private use could require state law change as well as charter revisions for the affected towns. Finally, because municipal bonds are time-limited and towns will not have control of the timing of the individual projects, this could cause additional complications and difficulties for all involved.

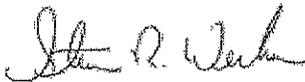
The ad hoc committee would recommend that any such fund come from federal, state or insurance sources. An initial fund of \$35 million dollars utilizing our funding guidelines would be an appropriate starting point to address the immediate needs of homeowners. We recognize the financial constraints facing the State and would offer the following proposals as potential ways to minimize the impact of such a fund:

1. In the impacted communities increase the conveyance tax by 1/4% to 1/2% with the increase going to the fund as an ongoing source of revenue;
2. Segregate out the tax on building construction materials in the impacted communities with the tax amount going to the fund;
3. Consider using bonded STEAP funds for the next year or two as seed money to start the fund. This money is intended to promote economic development and what better purpose then insuring that the home values in eastern Connecticut remain vibrant, that homes deemed unmarketable return to marketable status and that diminishing grand lists in impacted Towns are assisted.

Impacted Town governments are dealing with this issue on a daily basis. We are seeing our grand lists reduced; residents in some cases abandoning properties creating possible blight conditions; added pressure on our building and assessment officials and concerned citizens looking for help from all levels of government for a problem which unfortunately could be with us for many more years.

We encourage interested legislators to reach out to our committee so that we can work together to develop meaningful programs to best help our residents. Our next committee meeting is December 1<sup>st</sup> at noon at the CRCOG offices and we look forward to continuing the dialogue at that time.

Sincerely,



Steven Werbner, Town Manager, Tolland  
Co-Chairs, CRCOG Ad-Hoc Working Committee on Crumbling Foundations



Lisa Pellegrini, First Selectman, Somers

cc:

Timothy Ackert, Representative

Samuel Belsito, Representative

Jeff Currey, Representative

Christopher Davis, Representative

Anthony Guglielmo, Senator

Kurt Vail, Representative

Ad-Hoc Working Committee on Crumbling Foundation Members

Lieutenant Governor Nancy Wyman

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