

**MEETING NOTICE AND AGENDA**  
**MANSFIELD PLANNING AND ZONING COMMISSION**  
Regular Meeting

**Monday, March 19, 2012 ▪ 7:00 PM**

Audrey P. Beck Municipal Building ▪ 4 South Eagleville Road ▪ Council Chambers

- 1. Call to Order**
- 2. Roll Call**
- 3. Approval of Minutes**
  - a. March 5, 2012 Meeting
- 4. Zoning Agent's Report**
  - Monthly Activity Update
  - Enforcement Update
  - Other
- 5. Old Business**
  - a. **Special Permit Application, Cumberland Farms, (PZC File #1303-2)**  
**643 Middle Turnpike & 1660 Storrs Road**  
**Cumberland Farms, Inc./applicant**
  - b. **Proposed Revisions to the Pleasant Valley Residence/Agriculture (PVRA), Pleasant Valley Commercial/Agriculture (PVCA) Regulations and Research and Development/Limited Industrial Zone, (PZC File #907-37)**  
Public Hearing Scheduled for May 7, 2012
  - c. **Other**
- 6. New Business**
  - a. **Regulatory Review Committee Recommended Revisions to Zoning Regulations**  
Memo from Director of Planning and Development
  - b. **Proposed Revisions to Zoning Subdivision Regulations Regarding Bonding**  
Memo from Director of Planning and Development
  - c. **8-24 Referral- Agricultural Lease Extensions**  
Memo from Director of Planning and Development
  - d. **Other**
- 7. Reports from Officers and Committees**
  - a. **Chairman's Report**
  - b. **Regional Planning Commission**
  - c. **Regulatory Review Committee**
  - d. **Planning and Development Director's Report**
  - e. **Other**

Michael Beal ▪ Binu Chandy (A) ▪ JoAnn Goodwin ▪ Roswell Hall III ▪ Katherine Holt ▪ Gregory Lewis ▪ Peter Plante  
Barry Pociask ▪ Kenneth Rawn ▪ Bonnie Ryan ▪ Vera Stearns Ward (A) ▪ Susan Westa (A)

**8. Communications and Bills**

- a. CLEAR Land Use Academy Spring 2012 Schedule
- b. WINCOG Referral-Windham Zoning Revision
- c. Article-“Creating Condominium Units Without Building Anything”
- d. Other

**9. Adjournment**

**DRAFT MINUTES**  
MANSFIELD PLANNING AND ZONING COMMISSION  
Regular Meeting  
Monday, March 5, 2012  
Council Chamber, Audrey P. Beck Municipal Building

Members present: J. Goodwin (Chairman), M. Beal, R. Hall, K. Holt, G. Lewis, B. Pociask, K. Rawn, B. Ryan  
Members absent: P. Plante  
Alternates present: B. Chandy, V. Ward, S. Westa  
Staff Present: Curt Hirsch, Zoning Agent

Chairman Goodwin called the meeting to order at 7:43 p.m. Alternate Chandy was seated in Plante's absence.

**Minutes:**

2-21-12 Minutes- Hall MOVED, Ryan seconded, to approve the 2/21/12 meeting minutes as written. MOTION PASSED with all in favor except Pociask who disqualified himself.

**Zoning Agents Report:**

Hirsch noted that he signed off on the UConn Foundation's application to split their parcel located at Dog Lane and Bundy Lane with the three abutters, giving each abutter a portion of the lot. Hirsch also updated the Commission that the Mike's Stand parcel located at Storrs Road and Middle Turnpike is being renovated and two new tenants have been identified.

**Old Business:**

- a. **Special Permit Application, Cumberland Farms, 643 Middle Turnpike & 1660 Storrs Road, Cumberland Farms, Inc./applicant PZC File #1303-2**  
After discussion on the draft motion, members raised some questions and concerns regarding the bus pull-off and bus shelter. Due to the Director of Planning and Development's attendance at tonight's School Siting Public Hearing, she was unavailable to answer the Commission's questions and concerns. Therefore, Beal MOVED, Holt seconded, to table action on the motion until the next meeting. MOTION PASSED UNANIMOUSLY.
- b. **Proposed Revisions to the Pleasant Valley Residence/Agriculture (PVRA), Pleasant Valley Commercial/Agriculture (PVCA) Regulations and Research and Development/Limited Industrial Zone, (PZC File #907-37)**  
Public Hearing Scheduled for May 7, 2012

**New Business:**

- a. **Modification Request, BAE Revision, Lot 3 Pond View Estates, 306 Stearns Road, C. Niarhakos, applicant, PZC File #1193**  
Holt MOVED, Hall seconded, That the Planning & Zoning Commission approve the proposed revision to the Building Area Envelope on Lot 3 of the Pond View Estates Subdivision (306 Stearns Road), as described in the 2/29/12 request and shown on a plan also dated 2/29/12, because it will not affect neighboring properties, natural or manmade features or the overall character of the subdivision. This action shall be noticed on the Land Record. MOTION PASSED UNANIMOUSLY.

**Reports from Officers and Committees:**

It was noted that the next Regulatory Review Committee meeting will be on Wednesday, March 7<sup>th</sup> at 1:15 p.m. in Conference Room B.

**Communications and Bills:** Noted.

**Executive Session:**

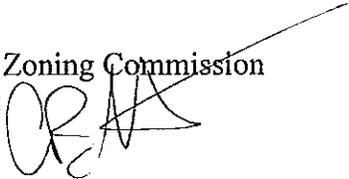
Hall MOVED, Holt seconded, to enter into Executive Session at 8:20 p.m. MOTION PASSED UNANIMOUSLY. Members present Goodwin, Beal, Hall, Holt, Lewis, Pociask, Rawn, Ryan and alternates Chandy, Ward, Westa.

Holt MOVED, Hall seconded, to enter exit from Executive Session at 8:30 p.m. MOTION PASSED UNANIMOUSLY.

**Adjournment:** The meeting was adjourned at 8:31 p.m.

Respectfully submitted,

Katherine Holt, Secretary

To: Town Council/Planning & Zoning Commission  
 From: Curt Hirsch, Zoning Agent   
 Date: March 14, 2012

Re: *Monthly Report of Zoning Enforcement Activity*  
*For the month of February, 2012*

Activity	This month	Last month	Same month last year	This fiscal year to date	Last fiscal year to date
Zoning Permits Issued	7	2	1	74	67
Certificates of Compliance issued	13	8	7	73	79
Site inspections	43	13	7	214	291
Complaints received from the Public	2	6	4	31	33
Complaints requiring inspection	1	3	2	22	25
Potential/Actual violations found	2	3	0	15	21
Enforcement letters	6	4	5	41	80
Notices to issue ZBA forms	0	2	0	7	0
Notices of Zoning Violations Issued	0	1	0	9	12
Zoning Citations issued	0	0	0	8	39

Zoning permits issued this month for single family homes = 0, 2-fm = 0, multi-fm = 0  
 2011/2012 fiscal year total: s-fm = 3, 2-fm = 0, multi-fm = 0

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**TOWN OF MANSFIELD**  
**DEPARTMENT OF PLANNING AND DEVELOPMENT**

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LINDA M. PAINTER, AICP, DIRECTOR

**Memo to:** Planning and Zoning Commission  
**From:** Linda M. Painter, AICP, Director of Planning and Development   
**Date:** March 15, 2012  
**Subject:** Proposed Revisions to Zoning Regulations

On March 7, 2012, the Regulatory Review Committee voted to send the following changes forward to the Planning and Zoning Commission for consideration and scheduling of a public hearing.

- **Driveway Criteria (Article X, Section D.3).** The proposed change would add a reference to the following driveway standards contained in the Subdivision Regulations:
  - Driveway slope sightlines and drainage
  - Common driveways
  - Driveway length

Currently, there are no provisions for driveways in the Zoning Regulations. This change would ensure that development of homes on existing lots is subject to the same standards as homes in new subdivisions.

- **Playground Equipment (Article XI, Section C.1.b).** The proposed change would allow the installation of children's playground equipment without the need for a zoning permit provided the equipment is not located in the front yard and is at least 10 feet from other property lines.
- **Special Event Signs (Article X, Section C.4.h.2).** Current regulations allow 3 off-site directional signs for public, charitable or religious events held in Mansfield. Most of the signs used are not directional in nature. The proposed change would remove the word 'directional' to allow up to three off-site signs to advertise the event.
- **Fences/Walls on Corner Lots (Article VIII, Section B.1.a).** Regulations currently prohibit any fence, wall or hedge over 2.5 feet in height within the building setbacks of corner lots. As the intent of the regulation is to provide adequate visibility/sight lines, the current wording appears to be overly restrictive. The proposed change would eliminate the specific height and maintain existing language that prohibits structures and landscaping from impeding visibility or creating or aggravating vehicular or pedestrian problems.
- **Temporary Storage Containers (Article VI, Section A.17; Article IV, Section B; Article VII, Section D.7).** Regulations currently prohibit use of shipping/cargo containers for exterior storage, which means that PODS® and other portable storage containers for people who are moving or undertaking a significant renovation project are also prohibited. The proposed changes add a definition of portable storage containers and add standards under which they would be permitted, including length of time, setbacks, size, number per property, and renewals.
- **Charity Collection Boxes/Donation Drop-Off Boxes (Article IV, Section B; Article VII, Section D).** Currently there are no regulations for the use donation drop-off boxes. These boxes can become nuisances, particularly when they are placed on vacant property and not maintained. The

proposed changes add a definition and standards for use of such boxes, including size, location, and maintenance.

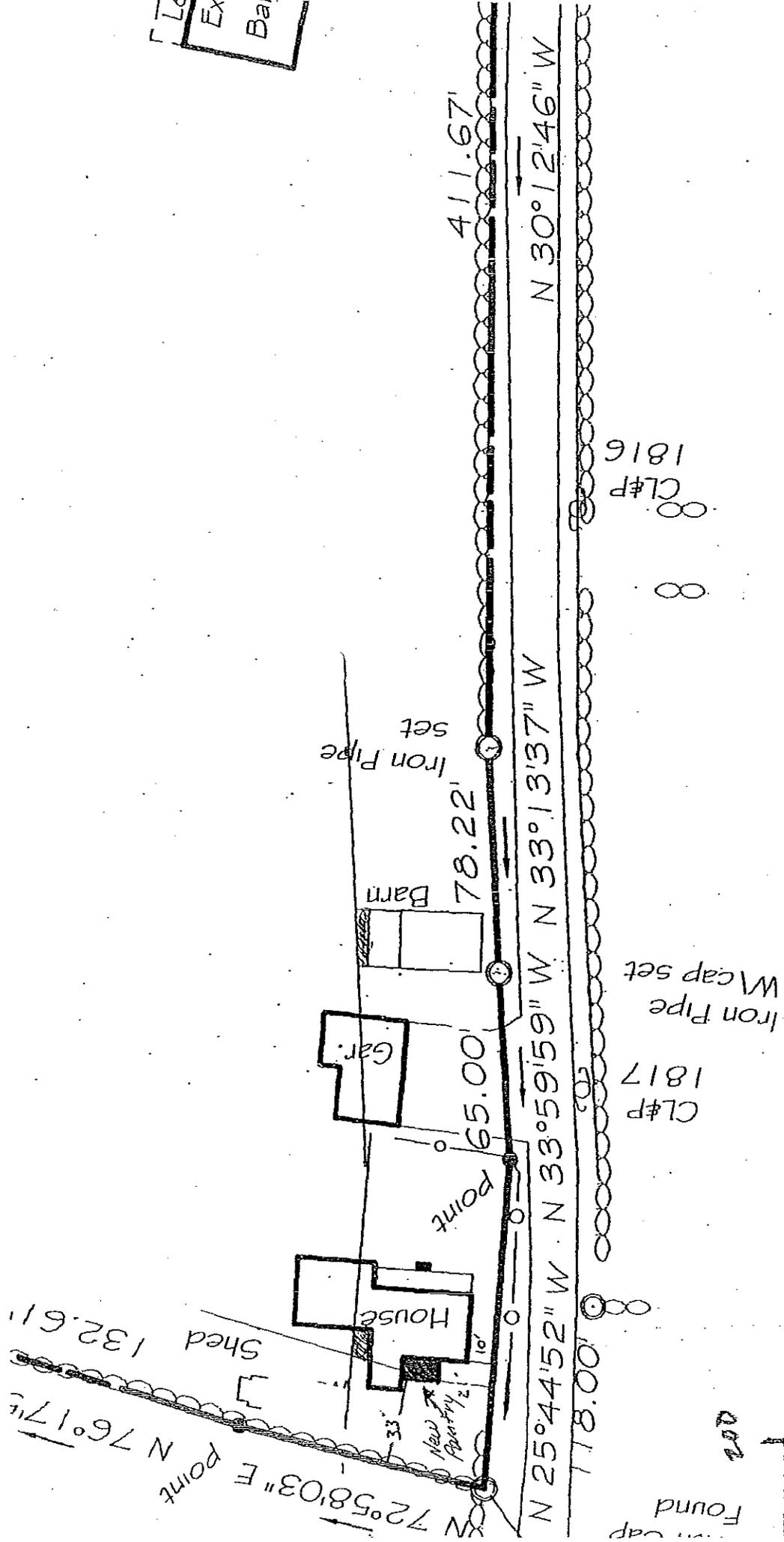
- **Event/Program Registration Signs (Article X, Section C.4.h).** Currently, signs advertising registration for events, programs, leagues, etc. are prohibited. The proposed change would allow such signs provided they meet specific size and time limitations.
- **Additions to Non-Conforming Structures (Article IX, Section C.2.b)** . The proposed changes would allow certain additions to non-conforming structures without the need for a ZBA special exception provided they do not extend further into required side or rear yards; are not closer to the front lot line, and are no greater in height than the existing building/structure. Examples of additions that would currently require ZBA approval are attached for the Commission's information.

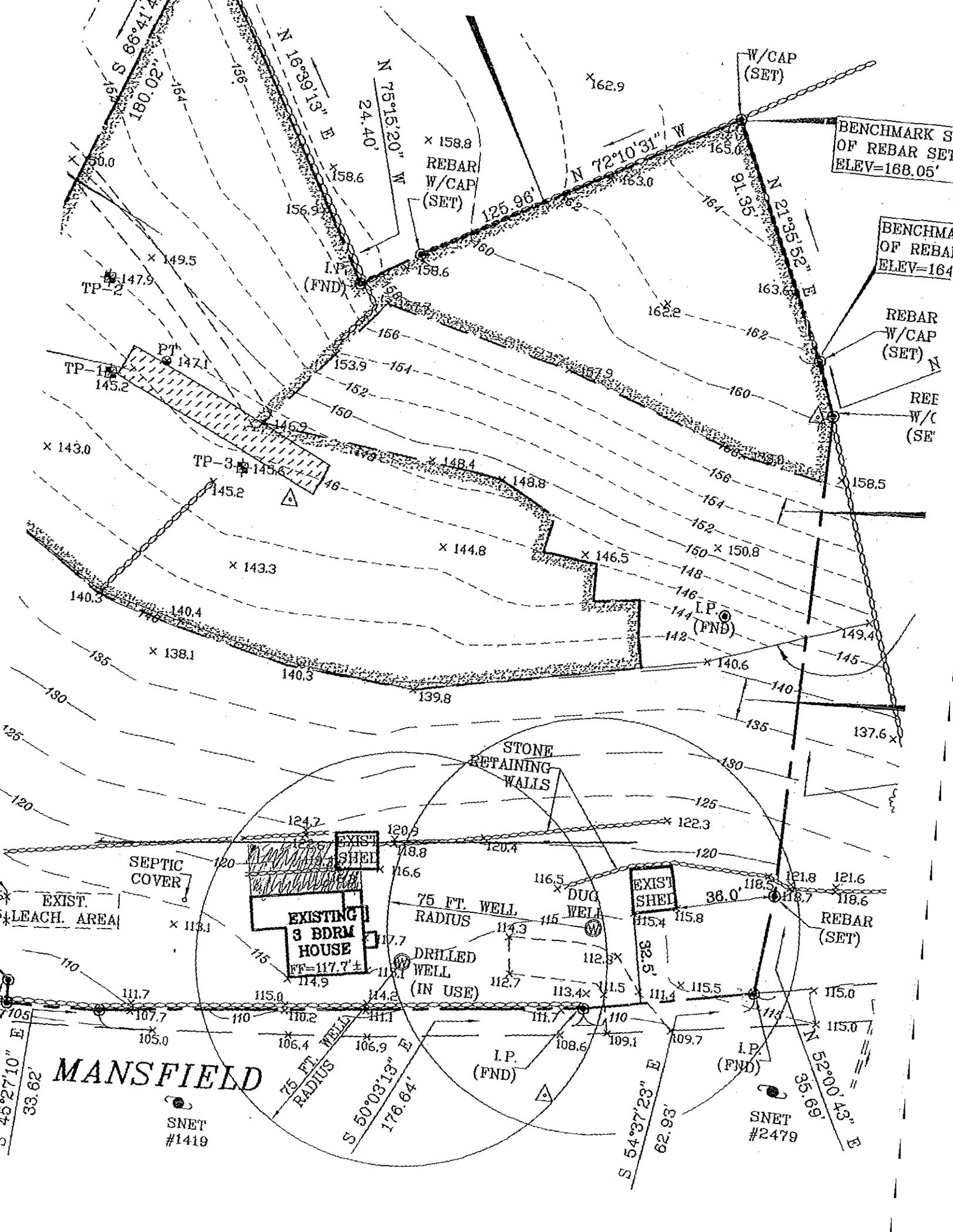
If the Commission considers the draft revisions ready for public hearing the following motion should be considered:

                   MOVES                    SECONDS, that a public hearing be scheduled for May 7, 2012 to hear comments on the attached 3/15/12 draft revisions to the Zoning Regulations. The draft regulations shall be referred to the Town Attorney, WINCOG Regional Planning Commission, adjacent municipalities, Town Council, and Zoning Board of Appeals.

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BENCHMARK SET OF REBAR SET ELEV=168.05'

BENCHMARK OF REBAR ELEV=164

REBAR W/CAP (SET)

REF W/C (SE)

REBAR W/CAP (SET)

I.P. (FND)

I.P. (FND)

STONE RETAINING WALLS

SEPTIC COVER

EXIST. LEACH. AREA

EXISTING 3 BDRM HOUSE FT=117.7±

75 FT. WELL RADIUS

DRILLED WELL (IN USE)

DUG WELL

EXIST SHELL

REBAR (SET)

MANSFIELD

SNET #1419

SNET #2479

I.P. (FND)

I.P. (FND)

75 FT. WELL RADIUS

S 50°03'13" E 176.64'

S 54°37'23" E 62.93'

N 52°00'43" E 35.69'

S 45°27'10" E 33.62'

S 66°41'4" E 180.02'

N 16°39'13" E 193.9'

N 75°15'20" W 24.40'

x 162.9

W/CAP (SET)

TP-2 147.9

TP-1 145.2

TP-3 145.6

PT 147.1

x 140.3

x 138.1

x 143.3

x 144.8

x 146.5

x 150.8

x 137.6

120

130

140

150

160

170

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190

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210

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250

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270

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320

330

340

350

360

370

380

390

400

410

420

x 150.0

x 149.5

x 158.8

x 158.6

x 156.9

x 158.6

x 160

x 157.9

x 156

x 153.9

x 148.4

x 148.8

x 146.9

x 145.2

x 140.3

x 140.4

x 124.7

x 120.9

x 118.8

x 116.6

x 114.3

x 112.7

x 111.7

x 162.9

x 163.0

x 162.2

x 160

x 158.5

x 156

x 154

x 152

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x 148

x 146

x 144

x 142

x 140.6

x 140

x 137.6

x 135

x 130

x 125

x 165.0

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x 146

x 144

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x 137.6

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x 130

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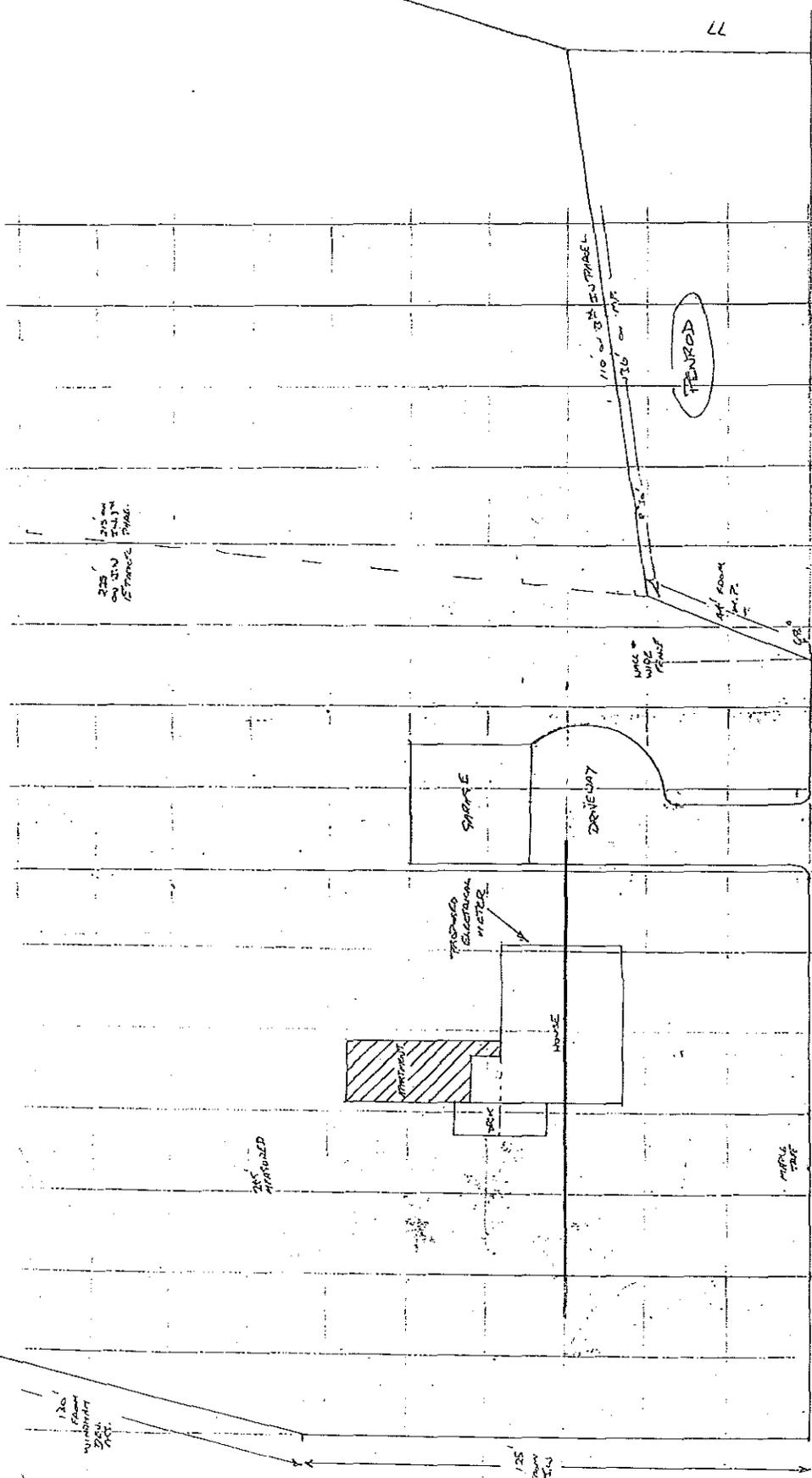
126.9

130.

363'

77

144'



225' 210' FROM T.C. TO DRIVEWAY

110' B.I. EUTRACEL

TERRACE

ELECTRICAL METER

HOUSE

WATER

DRIVEWAY

GARAGE

144' (APPROX)

CLIFFSIDE ROAD

110' FROM T.C.

215' APPROX

120' FROM FRONT PROPERTY LINE

135' FROM T.C.

LOT

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# Proposed Zoning Regulation Amendments

Date: March 7, 2012

Deletions are shown in ~~strikethrough~~; additions are underlined.

Topic	Purpose	Proposed Changes			Date Approved by RRC
		Article Number	Section Number	Proposed Change	
Driveway Criteria	Currently, there are no provisions for driveways in the Zoning Regulations. This change would ensure that development of homes on existing lots is subject to the same driveway standards (steep slopes, common driveways, driveway length) as homes in new subdivisions.	X	D(3)	<p>Add new subsection (3) as follows:</p> <p><u>Residential Driveways. New driveways for construction of one and two-family homes on existing lots shall meet the requirements of Sections 7.9, 7.10.c through 7.10.j and 7.11 of the Mansfield Subdivision Regulations.</u></p> <p>Renumber existing subsections D(3)-(18) to D(4)-D(19) and correct cross-references.</p>	3/7/2012
Playground Equipment	The proposed changes would exempt installation of children's playground equipment from needing a Zoning Permit provided locational requirements are met.	XI	C(1)(b)	<p>Amend as follows:</p> <p>A Zoning Permit is not required for:</p> <ul style="list-style-type: none"> <li>• <del>Repairs or alterations to existing buildings or structures, provided the repairs or alterations are for maintenance purposes and will not alter the square footage of the subject building or structure, and provided the repairs or alterations will not conflict with any associated Planning and Zoning Commission or Zoning Board of Appeals actions;</del></li> <li>• <u>Children's playground equipment such as swing sets, slides, merry-go-rounds and other similar equipment, provided the placement of such equipment is not located in the front yard and is located at least 10 feet from side and rear property lines-</u></li> </ul>	3/7/2012
Special Event Signs	Current regulations allow 3 off-site directional signs for public, charitable or religious events held in Mansfield. Most of the signs used are not directional in nature. The proposed change would remove the word 'directional' to allow up to three off-site signs to advertise the event.	X	C(4)(h)(2)	<p>Amend as follows:</p> <p><b>Special Event Signs for public, charitable, educational or religious events.</b></p> <p>One non-illuminated sign not exceeding thirty-two (32) square feet in area, for public, charitable, educational or religious events, provided the sign is posted at the site of the event no sooner than fourteen (14) days prior to the event and provided the sign</p>	3/7/2012

Topic	Purpose	Proposed Changes			Date Approved by RRC
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				is removed at the close of the event. In addition, up to three (3) offsite <del>directional</del> signs, provided each of said signs does not exceed five (5) square feet in area and provided the signs are posted and removed as per the aforementioned time requirements.	
Fences/Walls on Corner Lots	Regulations currently prohibit any fence, wall or hedge over 2.5 feet within the building setbacks of corner lots. As the objective of the regulation is to provide adequate visibility/sight lines, this limitation is overly restrictive. The proposed change would eliminate specific height limitations and retain general language regarding maintaining visibility and sight distance.	VIII	B(1)(a)	Amend as follows:  <b>Corner visibility</b> – Between the building setback lines and the front property lines of a corner lot, no fence, wall, hedge, plantings, lawn ornaments or other visual obstructions shall be located or maintained which impede visibility along adjacent streets and create or aggravate vehicular or pedestrian problems. <del>No fence, wall or hedge along the street sides of corner lots shall be over two and one-half feet in height.</del>	3/7/2012
Temporary Storage Containers (PODS, etc.)	Regulations currently prohibit use of shipping/cargo containers for exterior storage, which means that the use of PODS and other portable storage containers for people who are moving or undertaking a significant renovation project are also prohibited. The proposed changes add a definition and standards for use of such containers on a limited basis.	VI	A(17)	Amend Section A(17) under prohibited uses as follows: Tractor-trailer bodies, truck bodies, with or without a chassis, shipping containers, boxcars or similar objects to be used for exterior onsite storage purposes, <u>except as specifically authorized under the provisions of Article VII, Section D.7 of these regulations.</u>	3/7/2012
		IV	B	Add new definition:  <b><u>Portable Storage Container</u></b> – Any container, storage unit, shed-like container or other portable structure, other than an accessory building or shed complying with all building codes and land use requirements, that is used for the temporary storage of personal property of any kind and which is located for such purposes outside an enclosed building.	3/7/2012
		VII	D(7)	Add new Subsection (g) to Accessory Buildings and Uses:  <b><u>Portable Storage Containers</u></b> - The use of portable storage containers is allowed under the following conditions:	3/7/2012

Topic	Purpose	Proposed Changes			Date Approved by RRC
		Article Number	Section Number	Proposed Change	
				<ol style="list-style-type: none"> <li>1. <u>There shall be no more than one (1) portable storage container per property.</u></li> <li>2. <u>The portable storage container shall be no larger than ten (10) feet wide, twenty (20) feet long and ten (10) feet high.</u></li> <li>3. <u>Portable storage containers are permitted for up to six (6) months, with up to one (1) six-month renewal available.</u></li> <li>4. <u>The portable storage container must be set back a minimum of ten (10) feet from all property lines.</u></li> <li>5. <u>The portable storage container must be set back a minimum of five (5) feet from the nearest wall of a residential building. Setbacks from commercial buildings shall be pursuant to the State Building Code and State Fire Safety Code.</u></li> <li>6. <u>Portable storage containers associated with construction at a site where a building permit has been issued are permitted for the duration of construction and shall be removed from the site within fourteen (14) days of the end of construction or expiration of the building permit, whichever occurs first. Portable storage containers associated with construction are exempt from the time restrictions identified in Section D.18.c, provided that construction is completed within 24 months of issuance of the building permit.</u></li> <li>7. <u>The Zoning Agent must be notified of the start date for use of a portable storage container. Renewals beyond the initial six (6) month time period shall require a zoning permit.</u></li> </ol>	
Charity Collection Boxes	Currently there are no standards regulating use of donation drop-off boxes. These boxes have the potential to become nuisances, particularly when sited on vacant property and not maintained. The proposed changes add standards for size, location and maintenance.	IV	B	<p>Add new definition:</p> <p><u>Donation Drop-Off Box. Any container, storage unit or structure, other than an accessory building or shed, that can or is used for the holding of charitable or for-profit donated items by the general public, including but not limited to clothing, toys, books, and newspapers, with the collection of those donated items made at a later date or time and which is located for such purposes outside an enclosed building.</u></p>	3/7/2012

Topic	Purpose	Proposed Changes			Date Approved by RRC
		Article Number	Section Number	Proposed Change	
		VII	D(7)	<p>Add new subsection (h) to Accessory Structures and Uses:</p> <p><u>Donation Drop-Off Boxes - In all non-residential zoning districts, Donation Drop-Off Boxes are permitted only in accordance with the following standards and procedures:</u></p> <ol style="list-style-type: none"> <li><u>1. Donation Drop-Off Boxes are permitted only as a use accessory to an established and primary permitted use. Donation Drop-Off Boxes are subject to the approval of a Zoning Permit. Written authorization from the property owner or his legal representative must be provided with the application for Zoning Permit.</u></li> <li><u>2. Donation Drop-Off Boxes shall not obstruct pedestrian or vehicular circulation, nor be located in public rights-of-way, required front yard setback, landscape areas, drive aisles, required parking spaces, fire lanes, loading zones, or any other location that may cause hazardous conditions, constitute a threat to the public safety, or create a condition detrimental to surrounding land uses and developments.</u></li> <li><u>3. Each Donation Drop-Off Box shall have a firmly closing lid and shall have a capacity no greater than six (6) cubic yards. No Donation Drop-Off Box shall exceed seven (7) feet in height.</u></li> <li><u>4. Donation Drop-Off Boxes may be constructed of painted metal, rubber, wood, or plastic and shall be properly maintained in a safe and good condition.</u></li> <li><u>5. Donation Drop-Off Boxes shall be clearly marked to identify the specific items and materials requested to be left for donation, the name of the operator or owners of the donation container, and a telephone number where the owner, operator or agent of the owner or operator may be reached at any time. The Donation Drop-Off Box shall also display a notice stating that no items or materials shall be left outside of the Donation Drop-Off Box.</u> <ol style="list-style-type: none"> <li><u>a. Occupation of parking spaces by the Donation Drop-Off Boxes shall not reduce the number of available parking spaces below the minimum number required for the site.</u></li> </ol> </li> </ol>	3/7/2012

Topic	Purpose	Proposed Changes			Date Approved by RRC
		Article Number	Section Number	Proposed Change	
				<p>b. <u>All donated items must be collected and stored in the Donation Drop-Off Box. Donated items or materials shall not be left outside of Donation Drop-Off Boxes, and the area around each Donation Drop-Off Box shall be maintained by the owner or operator, or the property owner, free of litter and any other undesirable materials. Donations that are not fully enclosed within a donation drop-off box are considered a public nuisance and are subject to removal by the Town at the property owner's expense.</u></p> <p>c. <u>Donation Drop-Off Boxes not located or maintained in compliance with this Article shall be subject to revocation of the Zoning Permit.</u></p>	
Event/Program Registration Signs	Signs advertising registration for events/programs/leagues are currently prohibited. Proposed regulations would allow such signs for a limited time period.	X	C(4)(h)	<p>Add new sub section 6:</p> <p><u>Program Registration Signs – A maximum of one (1) non-illuminated sign not to exceed eight (8) square feet may be displayed to advertise registration for an upcoming program/event. Signs shall not be placed in the public right-of-way and shall be limited to one sign per property. Signs shall be posted no sooner than fourteen (14) days before the beginning of program registration and must be removed within seven (7) days of the close of registration. In no case may such sign be displayed longer than sixty (60) days.</u></p>	3/7/2012
Additions to Non-Conforming Structures	The proposed changes would allow certain additions to non-conforming structures without ZBA special exception provided such addition meets certain locational conditions.	IX	C(2)(b)	<p><b>Expansions/Alterations</b> – Non-conforming buildings, structures or site improvements, with the specific exception of non-conforming signs, that are associated with a conforming use may be expanded or altered in dimension, provided:</p> <p>a. All applicable dimensional requirements of these regulations are met for the expanded or altered portion of the building, structure or site improvement, or alternatively,</p> <p>b. <u>The expanded or enlarged portion of the building, structure or site improvement does not extend further into the required side or rear yards; is not closer to the front lot line, and is no greater in height than the existing</u></p>	3/7/2012

Topic	Purpose	Proposed Changes			Date Approved by RRC
		Article Number	Section Number	Proposed Change	
				<p><u>building or structure; or</u></p> <p>c. Special exception approval is granted by the Zoning Board of Appeals for expanded or altered portions of the building, structure or site improvement not meeting applicable dimensional requirements <u>or the exceptions noted above in subsections (a) and (b)</u>. In reviewing a request for a special exception under this section, the Zoning Board of Appeals shall determine that the proposed expansion of the non-conforming building, structure or site improvement will not adversely affect the character of or property values of neighboring properties or adversely affect the general health, welfare or safety of the Town.</p> <p><del>b-d.</del> <u>As applicable, the requirements of Article X, Section J.2 (Historic Village Areas) and Article X, Section E (Flood Hazard Zones) shall be met.</u></p> <p>NOTE: In situations where the "non-conformity" of the existing building, structure or site improvement was created by an action of the Zoning Board of Appeals through the granting of a variance, any additional expansion/alteration which will result in further increasing the degree of non-conformity shall require additional Variance approval from the Zoning Board of Appeals, pursuant to the provisions of Article XI, Section G.1.c, and shall not be considered as a special exception under Section 2.b (above).</p>	

**TOWN OF MANSFIELD**  
**DEPARTMENT OF PLANNING AND DEVELOPMENT**

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LINDA M. PAINTER, AICP, DIRECTOR

**Memo to:** Planning and Zoning Commission  
**From:** Linda M. Painter, AICP, Director of Planning and Development   
**Date:** March 15, 2012  
**Subject:** Proposed Revisions to Zoning and Subdivision Regulations regarding Bonding

Last year, the Connecticut General Assembly adopted Public Act 11-79, which made significant changes to state statutes regarding bonding provisions for site plans and subdivisions. Key changes include:

- Requirement that communities accept Surety Bonds
- Limitation on total bond amounts to 110% of estimated costs (in other words, contingency is limited to 10%)
- Prohibits maintenance bonds following acceptance of public improvements
- Requires release of bonds within 65 days of request unless written explanation of additional work to be done is provided to the developer
- Requires bonding to be done in phases for phased subdivisions/site plans

As part of the initial staff research conducted in preparation of addressing these statutory changes, the Town Attorney obtained a copy of a memo written by *Branse, Willis and Knappe, LLC*, which is attached to this memo for your information. This *Branse* memo provides a detailed description of the statutory changes and recommends two alternatives for communities to comply with the revised statutes while trying to minimize the potential impacts on communities:

- Option 1: Eliminate bonding provisions for subdivisions in their entirety and change to a 'conditional approval' process as outlined in Connecticut General Statutes. This option would include the recording of a subdivision plan with conditional approval; the final plan would not be recorded until the required public improvements are completed. While the subdivision can be filed, no lots can be sold until the public improvements are completed-thereby protecting future property owners.
- Option 2: Amend bonding regulations to incorporate standards for the form and issuer of the bond. A detailed list of suggested regulatory and policy changes is included in the *Branse* memo. The list of suggestions includes changes to application fees, as well as policies on acceptance of public improvements.

After an extensive discussion of the above options at the March 7, 2012 meeting of the Regulatory Review Committee, the members present requested that this item be placed on the March 19<sup>th</sup> meeting agenda for discussion by the Commission as a whole due to its significance.

*Overview of Current Regulations/Past Practice*

Historically, the Commission has not accepted surety bonds in any form for public improvements due to the difficulty of collecting on the bonds. The two types of bonds accepted have been cash or letter of

credit. The current regulations also required maintenance bonds and a 20% contingency. A copy of the current bonding regulations is attached for your review.

### *Other Communities*

As these statutory changes are of concern to communities across the state, the members of the Regulatory Review Committee asked staff to research how other communities are approaching this issue. The following is a summary of how some towns are responding to the changes:

- **Tolland.** Tolland has prepared draft regulations to eliminate the option for bonding subdivision improvements and required that public roads be observed for 2 winters prior to acceptance to ensure that the road condition is acceptable. Performance bonds are allowed for site plan improvements. (Public hearings were held on February 27, 2012 and March 12, 2012)
- **Salem.** Salem has prepared draft amendments that eliminate the option for bonding for subdivision and site plan improvements (public hearing scheduled for March 27<sup>th</sup>). Performance bonds are still allowed for erosion and sedimentation control measures.
- **Coventry.** Coventry has prepared draft amendments that continue to allow use of performance bonds for public improvements, with specific standards for the form of any surety bond.
- **Weston.** The Town of Weston amended its regulations to provide the following options:
  - Require that the applicant complete all public improvements prior to the endorsement and filing of the approval; or
  - Require that the applicant file a restriction on the land records of each lot within the subdivision, in a form acceptable to the Commission or its agent, prohibiting the sale of any lot until such time as all Public Improvements are complete; or
  - Require (a) the submission of a bond or surety in an amount and with surety and conditions satisfactory to the commission securing to the town the actual construction, maintenance and installation of the public improvements; or (b) imposition of an assessment or other method whereby the town can complete the public improvements at the expense of the property owners in the subdivision

### *Next Steps*

The Commission needs to provide direction to staff and the Regulatory Review Committee on how to proceed with regulatory revisions regarding bonding. In particular, the following issues should be addressed:

- **Public Improvements.** Should revisions eliminate the option for bonding or allow bonding with specific conditions? Extent of conditions if bonding is allowed?
- **Private Improvements.** Should revisions continue to allow the option for bonding site plan improvements and erosion and sedimentation controls? Private subdivision improvements (steep driveways, common drives, etc.)?
- **Other options.** Is the commission interested in other options such as those adopted by Weston?

Staff will be attending a seminar on Tuesday, March 20<sup>th</sup> to learn more about how other communities are responding to the statutory changes as well as whether there are any anticipated bills on the horizon to address municipal concerns with PA 11-79. An update will be provided at the April 2, 2012 meeting.

## MEMORANDUM

To: Our Municipal Clients

From: Branse, Willis, & Knapp, LLC

Subject: Public Act 11-70, An Act Concerning Bonds and Other Surety for Approved Site Plans and Subdivisions

Date: July 8, 2011

The General Assembly has passed Public Act 11-79, An Act Concerning Bonds and Other Surety for Approved Site Plans and Subdivisions, and , having not been vetoed by the Governor, it is now law and will become effective October 1, 2011. **Between now and October 1, 2011, we recommend that all of our client municipalities amend their subdivision regulations to eliminate the option for bonding of public improvements; and modify bonding provisions for site plan approvals in the zoning regulations.**

### What Does the Act Require?

Conn. Gen. Stats. §8-3(g) currently addresses site plans, and allows (but does not require) bonding of the amenities associated with a site plan, such as landscaping, erosion and sedimentation control, lighting, etc. Conn. Gen. Stats. §8-25(a) contains more detailed provisions for bonding of public improvements as one of three (3) possible ways to assure the completion of such improvements. The other two options are that the subdivider completes the public improvements prior to the endorsement and filing of the subdivision; or that the subdivider obtains "conditional approval" (not to be confused with an approval subject to conditions) under which a deed restriction is filed that prohibits the sale of any lots until the public improvements are either constructed or bonded. In both cases, there are no provisions that address the procedure for the release of such bonds.

In the case of site plan approval, failure of the developer to complete amenities can result in an incomplete and unattractive development, but ordinary consumers are not effected. Tenants of a shopping center or office building may not see the landscaping and other improvements that they were promised, but they have the option of suing their landlord or withholding rent. By comparison, once a subdivision is endorsed and filed, the general public can buy lots and are led to believe, by virtue of the subdivision approval, that the Town will assure them of safe access via public roads, control of erosion, walking trails, or whatever other improvements were shown on the subdivision plan. Where the original subdivider is bankrupt or insolvent, those lot owners have no recourse except against the Town. In addition, many towns require maintenance bonds following acceptance of new subdivision roads (typically for one year) in order to require repair of defects that may not be detectable until the passage of the seasons. Maintenance bonds like this will no longer be possible.

The Act contains five main elements:

1. It mandates that municipalities accept "surety bonds" for site plans and subdivisions, in addition to letters of credit, passbooks, or cash. At the behest of CCM, CCAPA, and other municipal advocacy groups, the Act was revised late in the session to allow commissions to review the "form" of the bond (i.e., its text, not the type of bond) and to approve the issuer of the bond.
2. It mandates that bonds not exceed more than 110% of the estimated costs (in other words, the contingency is limited to 10%).
3. It mandates that bonds be released within sixty-five (65) days of request or else provide the developer with a written explanation as to what additional work must be done.
4. It prohibits maintenance bonds following acceptance of public improvements.
5. For phased site plans or subdivisions, it requires that bonding be broken out so that each phase is treated as if it were a separate site plan or subdivision.

#### What is the Effect of the Act?

The fiscal impact analysis of this Act by the non-partisan Office of Legislative Research concludes:

Enactment of this bill may increase the likelihood that a municipality will not have access to sufficient funds to complete or remediate public improvements in cases of default or inadequate work by developers engaged in site plan modifications or subdivision development. To the extent that a municipality elects to complete or remediate any unfinished or inadequate work, corresponding costs, which may be of significant magnitude, would be incurred.

This is an accurate assessment of the Act's impact, and it succinctly states why municipal attorneys all over Connecticut will not accept surety bonds for subdivision improvements while they will accept passbook assignments, cash, and letters of credit. The reason for the distinction between surety bonds and letters of credit is the way in which these two instruments are structured:

Letter of Credit: When you go to a bank to borrow money, the bank requires security for that loan. The collateral may be land (a mortgage), a security interest in personal property (usually called a "UCC-1"), assignment of rents or other income flow, cash on deposit with the bank, or any combination thereof. The bank is then willing to give you the money that you borrowed to spend as you wish. In a letter of credit, however, the bank doesn't give you the money. Instead, it says to a third party, "we have the proceeds of this loan available upon demand." If the demand is made, the bank pays over the money without question because they have the security. After all, they would have given *you* the money on the spot so giving it to someone else at your request involves no greater risk.

Surety Bonds: A surety bond is an insurance policy, just like your health insurance. Because surety bonds don't involve the same law of averages as health insurance, the premiums are set on a more case-by-case basis, but the fact remains that the insurance premium is a lot less than the amount owed in the event of a default. Therefore, when there *is* a default, the insurance company has a strong incentive to delay (keeping the interest on that money while they stall) or to raise all kinds of defenses to payment in the hope of coercing you into a compromise that involves a lesser payout. Unlike the bank in the letter of credit, when the insurance company pays out more in bonding than it collected in premiums, it won't get more premiums from the same party over time and it usually won't have the collateral. So the insurance company just loses money on that particular transaction and hopes to make it up on others.

For these reasons, surety bonds end up being very difficult to collect, especially for small sums. In a typical site plan or nearly-complete subdivision, the cost of suing the bonding company can exceed the amount of possible recovery and the insurance companies know it. For them, legal fees are a deductible cost of doing business; for you, it's tax dollars.

### What Should the Town Do?

We recommend the following:

- Amend your subdivision regulation to eliminate any provision for bonding of subdivision improvements and use conditional approval, or completion of improvements prior to subdivision endorsement, exclusively. While the amended Statute would mandate the forms of bonds that you must accept, it continues to make bonding itself merely an option. Conditional approval still allows a subdivision to be approved and filed without bonds, but prohibits the sale of lots until public improvements are completed. This way, no innocent lot owner will be exposed to incomplete public improvements and will have no need to sue the town to complete them; **or**
- While we think the safest route is to eliminate subdivision bonding, if you decide to retain the bonding option, amend your regulations to incorporate the language that the *form* of the bond and the *issuer* of the bond must be acceptable to the commission. As to the form, we would suggest that the bond form mandate a deadline by which funds must be paid following a calling of the bond, with a penalty for delay; and the payment of attorney's fees and costs to the town in the event that litigation is required to collect on the bond. You should also require that all bonds be governed by the law of the State of Connecticut (not the law of the surety's home offices). As to the issuer, a good start would be to require that any surety maintain offices in Connecticut, so you don't have to chase an out-of-state insurance company.

- Amend your subdivision and zoning regulations to provide that any bonds must be based on the cost of the work *if performed by the town*, including the cost of advertising for bid, bid evaluation, and oversight by a town inspector. Be sure your town's engineer is aware of this important distinction.
- Amend your subdivision and zoning regulations to provide that no extensions of approvals may be granted until updated cost estimates for improvements are provided and approved by your town staff, and until new bonds are submitted in the new amounts. This will help to protect you against the 10% cap on contingency bonding.
- Increase your zoning application fees to allow a factor for legal fees to collect on surety bonds that are unpaid for site plan approvals.
- Increase your zoning and subdivision application fees to incorporate the cost of expanded inspections. With a 10% cap on contingency bonding, no provision for post-acceptance maintenance bonds, the required 65-day period within which to respond to bond releases, and the elimination of maintenance bonding, you will need to be vigilant in monitoring all work for which bonds are posted; and your inspectors will have to be ready to produce "punch lists" on short notice.
- Impress upon your improvements inspectors the importance of identifying *any and all* defects and keeping accurate and complete records of them. This will make it easier to respond at the time that the bond release is requested.
- With maintenance bonds, you may have been able to take a "wait and see" approach to defective work and see if it held up during the maintenance period, secure in the knowledge that any failures would be bonded. Now, that won't be the case. Therefore, require that *all* work be performed in *strict compliance* with the applicable standards, and that any defective work be corrected at once. You will not be able to accept excuses or delays anymore.
- When accepting new subdivision streets, take your time. Since there is no maintenance bonding, you will have no recourse for defective work that shows up later on. While the Act requires bond releases within sixty-five days of request, it does not require road acceptance on any timetable. Even without bonding, your liability is greater once you accept the road as a public road.
- The Act *does* allow your town to reject bonds (including surety bonds) from particular companies. The language is that you must accept the bond "provided the financial institution or other entity issuing any letter of credit is acceptable to the commission." Perhaps in cooperation with the Connecticut Conference of Municipalities, you should compile, maintain, and share a list of financial institutions that have failed to promptly honor their bond obligations and refuse to accept bonds from such institutions in the future.

- Warn and educate the engineers and other professionals who review the improvements covered by this act that when a developer requests the return of a bond you *must* have their detailed analysis of whether the work covered by the bond has been done completely and to the engineer's satisfaction sufficiently in advance that the town is not at risk of violating the sixty-five day limit set forth in this legislation. Failure to respond within the new statutory limit may result in towns being obligated to hand back bonds even where the work has not been done. Do not let this happen to you.
- If your zoning regulations provide for bonding of site plans, those provisions should be amended to incorporate the requirements for surety bonds that are discussed above.

Public Act 11-79 is a bad idea that will make life more difficult for towns, developers, and consumers, but we have to deal with it. This Memorandum is part of our continuing effort to alert our client towns to important new developments in the law, and we hope you find it helpful. You have not been charged for the cost of preparing this Memorandum.

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certified plan, may be covered in a performance bond or other assurance acceptable to the Commission or, in the case of property within an SC-SDD zone district, the Director of Planning and Development and the Zoning Agent, in accordance with the provisions specified under Article VI, Section C. of these regulations.

- b. Site development shall not begin unless the soil erosion and sediment control plan is certified and those control measures and facilities in the plan scheduled for installation prior to site development are installed and functional. To help ensure that this requirement is met, no Zoning Permit shall be issued for a project with an approved erosion and sedimentation control plan until required erosion and sedimentation controls that are to be installed prior to development have been installed as per the approved specifications. A certification that this has been accomplished can be required by the Zoning Agent.
  - c. Planned soil erosion and sediment control measures and facilities shall be installed as scheduled according to the certified plan.
  - d. All control measures and facilities shall be maintained in effective condition to ensure the compliance of the certified plan.
8. **Inspection** - Inspections shall be made by the Commission or its designated agent or, in the case of property within an SC-SDD zone district, the Zoning Agent, during development to ensure compliance with the certified plan and that control measures and facilities are properly performed or installed and maintained. The Commission or, in the case of property within an SC-SDD zone district, the Zoning Agent, may require the permittee to verify through progress reports that soil erosion and sediment control measures and facilities have been performed or installed according to the certified plan and are being operated and maintained.
  9. **Compliance With Plan Requirements/Violations** - Any person engaged in development activities who violates the provisions of a certified plan shall be deemed in violation of these Regulations (See Article XI, Section F).
  10. **Signs** - All signs shall comply with the provisions of Article X, Section C.
  11. **Height, Area and Setback Requirements** - All land use activities shall comply with the provisions of Article VIII and the "Schedule of Dimensional Requirements" which is part of these Regulations.

## C. Bonding

### 1. General Provisions

In all matters requiring Planning and Zoning Commission or Zoning Board of Appeals approval, including special permits, special exemptions, site plans earth removal or filling projects and subdivisions or, in the case of a matter involving Director of Planning and Development and the Zoning Agent approval of a zoning permit in an SC-SDD zone district, the posting of a performance bond may be required to ensure the satisfactory completion of all components of a development proposal and to protect the natural environment and the health, welfare and safety of Mansfield residents. Bonded development components may include but shall not be limited to the following: roadway and drainage improvements; sanitary facilities;

parking and loading area improvements, grading, landscaping and buffering improvements; site restoration, including areas damaged through construction activities; recreational facilities; erosion and sedimentation control measures; walkways and bikeways and monumentation. To ensure proper stabilization and settling and, in the case of landscaping, proper plant adaptation, the posting of a maintenance bond for appropriate development components may also be required.

All required bonds shall be in a form and with conditions acceptable to the Planning and Zoning Commission and Town Attorney or, in the case of a matter involving Director of Planning and Development and the Zoning Agent approval of a zoning permit in an SC-SDD zone district, conditions acceptable to the Director of Planning and Development, Zoning Agent and Town Attorney. Cash bonds, with written bond agreements, are the preferable bond format to ensure the completion of site improvements and other site work, including the implementation of an approved erosion and sedimentation control plan. However, for larger projects, the Commission or, Director of Planning and Development and Zoning Agent, as the case may be, may authorize other provisions in association with a cash bond. Where proposed activities are subject to Mansfield Inland Wetland Agency requirements, the Planning and Zoning Commission or the Director of Planning and Development and Zoning Agent may accept bonds, which address both IWA and zoning requirements. Unless modified by the Commission or the Director of Planning and Development and the Zoning Agent, performance bonds shall typically be in an amount equal to 100% of the cost of the bonded improvements plus a twenty (20) percent contingency, and maintenance bonds shall typically be equal to 10% of the full bond amount for the subject improvements. To help establish a bond amount, the developer-property owner may be required to submit a detailed estimate of the cost of site improvements. For larger projects, bonding in independent sections may be allowed and formal written agreements between the Town of Mansfield and the subject developer-property owner shall be a necessary component of the bonding arrangement. Where a performance bond is required as a condition of approval, all required information shall be submitted by the developer-property owner and approved by the Town prior to the issuance of a zoning permit. The required bond amount may be reduced by the Planning and Zoning Commission or Director of Planning and Development and Zoning Agent in accordance with established written agreements.

Regardless of the status of a bond, public health and safety components of the subject project shall be satisfactorily completed prior to the occupancy or use of any new structures. In situations where a bond was not required as a condition of approval, all development components shall be completed prior to the issuance of a Certificate of Compliance; or alternatively, in situations where all public health and safety components have been completed, the Planning and Zoning Commission or the Director of Planning and Development and Zoning Agent may authorize the issuance of a Certificate of Compliance provided a suitable bond with written bond agreement is submitted for the remaining site work or provided acceptable alternative arrangements are approved by the Commission or the Director of Planning and Development and Zoning Agent. Maintenance bonds may be required at the time of original approval or prior to the issuance of a Certificate of Compliance.

## **2. Letters of Credit**

The Commission may authorize the use of Letters of Credit to address bonding requirements, provided the following terms and conditions are met:

- a. No Letter of Credit shall be accepted in an amount less than \$100,000;
- b. At least ten (10) percent of the Commission's bond requirement shall be posted as a cash bond with agreement;
- c. All Letters of Credit shall be from a bank licensed in the State of Connecticut that is considered a safe risk by the Commission and the Mansfield Director of Finance. In making this determination, consideration shall be given to the bank's financial record, including total assets, surplus and undivided profits, capitalization ratio, loss reserves and any other related financial information deemed appropriate. The Commission and Director of Finance also may consider rating service information and any other relevant information pertaining to the acceptability of the bank. A Letter of Credit shall not be accepted from a bank with a ratio of risk-based capital divided by risk-based assets of less than ten percent (see Section 36a-333 CGS as may be amended).
- d. All Letters of Credit shall be confirmed, irrevocable and shall be subject to sight payment. The term for the Letter of Credit shall be for at least one year beyond the completion date cited in a required bond agreement between the Developer and the Town.
- e. All Letters of Credit shall be accompanied with a bond agreement, which includes project approval references and terms acceptable to the Commission with staff assistance. Said bond agreement shall be referenced in the Letter of Credit and shall authorize the Commission to obtain funds secured by the Letter of Credit for non-compliance with conditions of approval, approved plans and specifications or any other provision of the bond agreement;
- f. All Letters of Credit shall specify that if the Town elects to demand payment and if an Act of God required that the bank be closed, the date of expiration and the collection terms shall be extended for a minimum of sixty-five (65) days after the bank is reopened.

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**13.10 Legal Requirements**

The subdivider shall propose and the Commission shall determine the form and adequacy of all arrangements for ownership, use and maintenance responsibility for all dedicated open space, park or playground areas and for all conservation easements. All conveyances of rights, title, interest and easements shall be in a form approved by the Town Attorney, shall be accompanied by a Certificate of Title and releases or subordinations of liens and encumbrances where appropriate, and shall be executed and recorded on the Mansfield Land Records prior to or concurrent with the filing of the final subdivision plan, unless an alternative schedule is approved by the Commission (also see Section 6.15).

**13.11 Modifications to Approved Dedication Arrangements**

In the event the Town Council decides not to accept land designated for dedication to the Town, or in the event another approved dedication arrangement cannot be finalized, the Commission shall reanalyze the subject situation and determine the appropriate manner of fulfilling the open space, park or recreation requirements of these regulations.

**13.12 Review of Preliminary Open Space, Park or Playground Plans**

If questions arise regarding the provisions of this open space, park or playground dedication regulation, prospective subdividers are encouraged to review their preliminary plans with the Commission's staff. As appropriate, an informal review with Commission staff (as provided for in Section 5.1) or the referral agencies identified in Section 13.2 can be arranged.

**Section 14.0 Completion of Improvements/Bonding/As Built-Plans****14.1 Completion of Improvements**

Pursuant to other provisions of these regulations, subdividers shall be responsible for completing and bonding subdivision improvements, including approved streets, common driveways, sidewalks, trails and parking improvements, drainage and site work improvements. These subdivision improvements shall be completed and/or bonded prior to the filing of the subdivision plans on the Land Records. The Commission, with the advice of the Town's Planning and Engineering staff, may prescribe the extent to which and the manner in which subdivision improvements are completed and associated utilities are provided.

For all subdivision lots that are dependent on new streets for access, the following specific completion provisions shall be met:

No Zoning Permit shall be issued for new dwellings until the roadway binder course and all associated drainage and grading have been completed to the satisfaction of the Town Engineer, or his designated agent, and the Fire Marshal and until the new subdivision road has been fully bonded for completion pursuant to Mansfield's regulatory provisions.

Unless specifically authorized by the Commission, no Zoning Certificate of Compliance shall be issued for a new dwelling unless the roadway and all associated drainage, signage, site stabilization and lot monumentation has been completed and accepted by the Town.

**14.2 Filing**

In lieu of completion of all or part of the required improvements, the Commission may require the subdivider to file with the Town a performance bond in accordance with the provisions of Article VI, Section C of the Zoning Regulations, in an amount and with terms and conditions satisfactory to the Commission, securing to the Town the actual cost of construction and installation of such improvements. The period within which required improvements shall be constructed shall be specified by the Commission and expressed in the bond. Said bond shall be satisfactory to the Town Attorney as to form, sufficiency and manner of execution.

**14.3 Utilities**

In the case of water mains, electric line, sewer mains, or other utilities to be installed by or for a public utility or municipal agency or authority, a statement from such agency that the work will be done within a specified time and at no expense to the Town may be accepted in lieu of a bond.

**14.4 Extension of Completion Date**

The Commission may extend the completion date for public improvements if written application is made by the subdivider for such extension. As a condition of such extension, the Commission may require an increase in the amount of the bond.

**14.5 Partial Release**

The Commission may authorize, if the Director of Public Works or his designee in his judgment determines that a substantial portion of the public improvements called for in the final plan approved by the Commission have been completed, one or more partial releases of a portion of the bond, the balance to be sufficient to guarantee completion of the public improvements.

**14.6 Final Release**

The Commission shall authorize final release of the bond, or any balance thereof, upon submission of a written statement by the Director of Public Works or his designee to the Commission certifying that all public improvements called for in the final plan have been completed and that the Town Council has accepted any new street or streets constructed in the subdivision, and that the subdivider has submitted as-built improvement and utilities maps to the Director of Public Works or his designee.

**14.7 Maintenance Security**

Prior to the release of the bond required in Section 14.2 herein, the subdivider shall present maintenance security equal to 10% of the full bond amount to guarantee for a period of one year all the improvements required by these regulations.

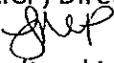
**14.8 As-Built Plans**

The subdivider shall cause to be prepared by his engineer as-built public improvements and utilities maps which show all public improvements and utilities as constructed and installed. Such maps shall be based on information provided by the Director of Public Works or his designee, utility companies, and the subdivider's engineer. As-built plans shall be on Mylar and filed in the office of the Department of Public Works.

**TOWN OF MANSFIELD**  
**DEPARTMENT OF PLANNING AND DEVELOPMENT**

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LINDA M. PAINTER, AICP, DIRECTOR

Memo to: Mansfield Planning and Zoning Commission  
From: Linda M. Painter, AICP, Director  
Date: March 15, 2012   
Re: 8-24 Referral: Agricultural Lease Extensions

Pursuant to the provisions of Section 8-24 of the State Statutes, leasing of town-owned property must be referred to the Planning and Zoning Commission for review and comment. As described in the attached memo from the Town Manager, the town is proposing to extend existing leases of town-owned agricultural land for one year while the Agriculture Committee finalizes a revised policy for leasing town-owned agricultural lands. The current leases were originally approved in 2005 for a term of five years, and received a one-year extension last year while the Agriculture Committee worked on a revised lease policy. As the revised leasing policy is not expected to be completed until after the 2012 growing season, a second one-year extension is proposed to keep these prime agricultural lands in production until new leases are negotiated.

**Summary/Recommendation**

The proposed lease extensions are consistent with the following provisions of the Plan of Conservation and Development:

- Policy Goal 2 ,Objective C: *To protect agricultural and forestry resources and to encourage retention and expansion of agricultural/forestry uses by refining Zoning Map and land use regulations and considering other actions.*
- Policy Goal 2, Objective C Recommendation: *Continue existing policy of leasing town-owned agricultural land, at reasonable rates, for agricultural purposes.*

Therefore it is recommended that the PZC report to the Town Council that the proposed lease extensions are consistent with Mansfield's Plan of Conservation and Development and recommend that the extensions be approved to facilitate active cultivation of town-owned agricultural property until a revised lease policy is finalized and new leases are put forward for approval.

# MEMORANDUM

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



To: Planning and Zoning Commission  
CC: Linda Painter, Director of Planning  
From: Matt Hart, Town Manager *MH*  
Date: March 15, 2012  
Re: Agricultural Lease Extensions

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The Town Council requests that the Planning and Zoning Commission review the attached agricultural lease extensions pursuant to Title 8 chapter 126 § 8-24, of the Connecticut General Statutes.

## Subject Matter/Background

Land is an essential element of farming. After a century of significant farmland loss around the state, access to affordable, productive farmland is one of the greatest challenges facing Connecticut farmers.

The Town of Mansfield owns seven properties, most with prime agricultural soils. These seven properties total 70 acres and represent an important source of land for farmers and local food production. Since the mid-1990s the Town has leased these properties to local farmers. The leases are long-term leases to encourage the farmer to invest in maintaining the land in good condition. In almost all cases, the same farmer has leased the same property since the lease inception. The Town of Mansfield's willingness to lease land to local farmers contributes towards growing Mansfield's farms, food and economy.

The lessee's consideration to the Town is stewardship and maintenance of the property. If the Town were to maintain these properties on its own, it would entail a significant amount of Town resources, including invasives removal, mowing, and tree trimming. Further, the Town does not have the resources or expertise to keep the land in productive agriculture.

In 2010, the existing leases expired. In 2011, the Agriculture Committee, in conjunction with the Town attorney and staff, developed a one-year bridge agreement to allow time for the Committee to thoroughly review the Town's agricultural leasing policy before offering new leases. The Agriculture Committee is finalizing their policy, but will not have this policy complete until after the 2012 growing season. Thus, the Town attorney has developed another one-year bridge lease agreement.

## Attachments

2012 Agricultural Bridge Leases

**SECOND REINSTATEMENT AND MODIFICATION  
OF LEASE AGREEMENT-Crane Hill Field**

**Whereas**, on April 20, 2005, the Town of Mansfield, Connecticut, acting by its then Town Manager Martin H. Berliner, as “Lessor,” and Arthur Stearns of 50 Stearns Road, Mansfield-Storrs, CT, 06268 as “Lessee,” did execute and enter into a binding **Lease Agreement** for certain agricultural purposes whereby said Lessor, in return for various considerations, leased to said Lessee for a sixty month term commencing March 1, 2005, the 12.23 acre field situated on the south east side of Crane Hill Road in the Town of Mansfield, as indicated on the attached map entitled “Crane Hill Field – Attachment A,” and described in a Warranty Deed from Sheridan Vernon, Kim Vernon and Kirsten Ramundo to the Town of Mansfield, dated March 19, 2003, and recorded in Volume 501, Page 15 of the Mansfield Town Land records; and

**Whereas**, said **Lease Agreement** expired by lapse of time on March 1, 2010, but said Lessor and Lessee executed a **Reinstatement and Modification of Lease Agreement** to continue said **Lease Agreement**, permitting Lessee Leslie Stearns to continue to occupy and be Lessee of said property to March 1, 2012; and

**Whereas**, said **Reinstatement and Modification of Said Lease Agreement** expired by lapse of time on March 1, 2012, but said Lessor and Lessee verbally agreed to continue said **Agreement** to date, permitting Lessee Leslie Stearns to continue to hold over as Lessee of said property to date; and

**Whereas**, both parties wish and intend to reinstate and continue said **Lease Agreement** to extend for an additional year from this date to March 1, 2013, under the same terms set forth in said **Lease Agreement** dated April 20, 2005, plus others as noted below:

**Wherefore**, the Town of Mansfield, Connecticut, acting by its duly authorized Town Manager **Matthew W. Hart**, and Lessee **Leslie Stearns** of Willard J. Stearns and Sons, Inc., do hereby **AGREE** to reinstate said **Lease Agreement**, attached hereto, and all of its terms, effective upon the date of execution of this **Agreement**, and extending to March 1, 2013, only, except that:

1. There is no commitment by the parties to renew or extend this **Second Reinstatement and Modification of Lease Agreement** beyond the March 1, 2013 date of termination; and
2. A Material Safety Data Sheet must be provided forthwith by the Lessee to the Lessor for any product or material applied to the subject property by the Lessor or his agent; and.
3. Any application by the Lessee or their agent of atrazine or sewage sludge or other treated residuals from wastewater treatment (biosolids) on the subject property is expressly prohibited, and will result in the termination of this **Second Reinstatement**

**and Modification of Lease Agreement**, immediately authorizing the Lessor to re-enter and repossess said property without legal process.

In WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.  
So **AGREED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Signed, Sealed and Delivered  
In the Presence Of:

LESSOR,

\_\_\_\_\_

\_\_\_\_\_  
Matthew W. Hart, Town Manager  
TOWN OF MANSFIELD  
Duly Authorized

\_\_\_\_\_

LESSEE,

\_\_\_\_\_

\_\_\_\_\_  
**Leslie Stearns**  
Willard J. Stearns and Sons, Inc.

\_\_\_\_\_

**SECOND REINSTATEMENT AND MODIFICATION  
OF LEASE AGREEMENT-Eagleville**

**Whereas**, on April 20, 2005, the Town of Mansfield, Connecticut, acting by its then Town Manager Martin H. Berliner, as “Lessor,” and Arthur Stearns of 50 Stearns Road, Mansfield-Storrs, CT 06268, as “Lessee,” did execute and enter into a binding **Lease Agreement** for certain agricultural purposes whereby said Lessor, in return for various considerations, leased to said Lessee for a sixty month term commencing March 1, 2005, an eight (8) acre field located in the Town of Mansfield and on the westerly side of Route 32 about midway between South Eagleville and Mansfield City Road and between the Central Vermont Railroad and the Willimantic River, as indicated on the attached map entitled “Eagleville Field Attachment A” and as described in a Warranty Deed from Robert Watts to the Town of Mansfield, dated March 1, 1995, and recorded in Volume 363, Page 202 of the Town of Mansfield Land Records; and

**Whereas**, said **Lease Agreement** expired by lapse of time on March 1, 2010, but said Lessor and Lessee executed a **Reinstatement and Modification of Lease Agreement** to continue said **Lease Agreement**, permitting Lessee Leslie H. Stearns to continue to occupy and be Lessee of said property to March 1, 2012; and

**Whereas**, said **Reinstatement and Modification of Said Lease Agreement** expired by lapse of time on March 1, 2012, but said Lessor and Lessee verbally agreed to continue said **Agreement** to date, permitting Lessee Leslie H. Stearns to continue to hold over as Lessee of said property to date; and

**Whereas**, both parties wish and intend to reinstate and continue said **Lease Agreement** to extend for an additional year from this date to March 1, 2013, under the same terms set forth in said **Lease Agreement** dated April 20, 2005, plus others as noted below:

**Wherefore**, the Town of Mansfield, Connecticut, acting by its duly authorized Town Manager Matthew W. Hart, and Lessee **Leslie H. Stearns of Willard J. Stearns & Sons, Inc.** do hereby **AGREE** to reinstate said **Lease Agreement**, attached hereto, and all of its terms, effective upon the date of execution of this **Agreement**, and extending to March 1, 2013, only, except that:

1. There is no commitment by the parties to renew or extend this **Second Reinstatement and Modification of Lease Agreement** beyond the March 1, 2013 date of termination; and
2. A Material Safety Data Sheet must be provided forthwith by the Lessee to the Lessor for any product or material applied to the subject property by the Lessor or his agent; and.
3. Any application by the Lessee or their agent of atrazine or sewage sludge or other treated residuals from wastewater treatment (biosolids) on the subject property is expressly prohibited, and will result in the termination of this **Second Reinstatement**

**and Modification of Lease Agreement**, immediately authorizing the Lessor to re-enter and repossess said property without legal process.

In WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.  
So **AGREED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Signed, Sealed and Delivered  
In the Presence Of:

LESSOR,

\_\_\_\_\_

\_\_\_\_\_  
Matthew W. Hart, Town Manager  
TOWN OF MANSFIELD  
Duly Authorized

\_\_\_\_\_

LESSEE,

\_\_\_\_\_

\_\_\_\_\_  
Leslie H. Stearns  
Willard J. Stearns & Sons, Inc.

\_\_\_\_\_

**SECOND REINSTATEMENT AND MODIFICATION  
OF LEASE AGREEMENT-Baxter**

**Whereas**, on April 20, 2005, the Town of Mansfield, Connecticut, acting by its then Town Manager Martin H. Berliner, as “Lessor,” and Charles Galgowski of 117 Baxter Road, Storrs, CT 06268, as “Lessee,” did execute and enter into a binding **Lease Agreement** for certain agricultural purposes whereby said Lessor, in return for various considerations, leased to said Lessee for a sixty month term commencing March 1, 2005, the field situated on the south westerly side of Route 195 and the easterly side of Baxter Road in the Town of Mansfield, as indicated on the attached map entitled “Former Baxter Property – Attachment A” and described in a Warranty Deed from the estate of Mina M. Baxter to the Town of Mansfield, dated July 1, 1997, and recorded in Volume 387, Page 498 in the Town of Mansfield Land Records; and

**Whereas**, said **Lease Agreement** expired by lapse of time on March 1, 2010, but said Lessor and Lessee executed a **Reinstatement and Modification of Lease Agreement** to continue said **Lease Agreement**, permitting Lessee Charles Galgowski to continue to occupy and be Lessee of said property to March 1, 2012; and

**Whereas**, said **Reinstatement and Modification of Said Lease Agreement** expired by lapse of time on March 1, 2012, but said Lessor and Lessee verbally agreed to continue said **Agreement** to date, permitting Lessee Charles Galgowski to continue to hold over as Lessee of said property to date; and

**Whereas**, both parties wish and intend to reinstate and continue said **Lease Agreement** to extend for an additional year from this date to March 1, 2013, under the same terms set forth in said **Lease Agreement** dated April 20, 2005, plus others as noted below:

**Wherefore**, the Town of Mansfield, Connecticut, acting by its duly authorized Town Manager Matthew W. Hart, and Lessee **Charles Galgowski** do hereby **AGREE** to reinstate said **Lease Agreement**, attached hereto, and all of its terms, effective upon the date of execution of this **Agreement**, and extending to March 1, 2013, only, except that:

1. There is no commitment by the parties to renew or extend this **Second Reinstatement and Modification of Lease Agreement** beyond the March 1, 2013 date of termination; and
2. A Material Safety Data Sheet must be provided forthwith by the Lessee to the Lessor for any product or material applied to the subject property by the Lessor or his agent; and.
3. Any application by the Lessee or their agent of atrazine or sewage sludge or other treated residuals from wastewater treatment (biosolids) on the subject property is expressly prohibited, and will result in the termination of this **Second Reinstatement and Modification of Lease Agreement**, immediately authorizing the Lessor to re-enter and repossess said property without legal process.

In WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.  
So **AGREED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Signed, Sealed and Delivered  
In the Presence Of:

LESSOR,

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
Matthew W. Hart, Town Manager  
TOWN OF MANSFIELD  
Duly Authorized

LESSEE,

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
Charles Galgowski

**SECOND REINSTATEMENT AND MODIFICATION  
OF LEASE AGREEMENT-Commonfields**

**Whereas**, on April 20, 2005, the Town of Mansfield, Connecticut, acting by its then Town Manager Martin H. Berliner, as "Lessor," and Thomas Wells, of 513 Wormwood Hill Road, Mansfield Center, CT, as "Lessee," did execute and enter into a binding **Lease Agreement** for certain agricultural purposes whereby said Lessor, in return for various considerations, leased to said Lessee for a sixty month term commencing March 1, 2005, as indicated on the attached map entitled "Commonfields-Attachment A" and consisting of two (2) fields of approximately three (3) acres (Field A) and five (5) acres (Field B) in the Town of Mansfield and on the easterly side of Storrs Road and on the northerly side of Bassetts Bridge as described in a Warranty Deed from Roland D. Eaton to the Town of Mansfield, dated December 21, 1993, and recorded in Volume 345, Page 306 of the Town of Mansfield Land Records; and one (1) field of approximately eight (8) acres (Field D) in the Town of Mansfield and on the northerly side of Bassetts Bridge Road and the easterly side of land now or formerly of Roland D. Eaton and the Town of Mansfield, in part by each, as described in a Warranty Deed from Crossen Builders, Inc. to the Town of Mansfield, dated June 7, 1996, and recorded in Volume 375, Page 333 of the Town of Mansfield Land Records; and one (1) field of approximately two (2) acres (Field C) in the Town of Mansfield and on the southerly side of Cemetery Road as described in a Warranty Deed from Crossen Builders, Inc. to the Town of Mansfield dated September 11, 1995, and recorded in Volume 366, Page 103 of the Mansfield Town Land Records; and

**Whereas**, said **Lease Agreement** expired by lapse of time on March 1, 2010, but said Lessor and Lessee executed a **Reinstatement and Modification of Lease Agreement** to continue said **Lease Agreement**, permitting Lessee Thomas Wells to continue to occupy and be Lessee of said property to March 1, 2012; and

**Whereas**, said **Reinstatement and Modification of Said Lease Agreement** expired by lapse of time on March 1, 2012, but said Lessor and Lessee verbally agreed to continue said **Agreement** to date, permitting Lessee Thomas Wells to continue to hold over as Lessee of said property to date; and

**Whereas**, both parties wish and intend to reinstate and continue said **Lease Agreement** to extend for an additional year from this date to March 1, 2013, under the same terms set forth in said **Lease Agreement** dated April 20, 2005, plus others as noted below:

**Wherefore**, the Town of Mansfield, Connecticut, acting by its duly authorized Town Manager Matthew W. Hart, and Lessee **Thomas Wells** do hereby **AGREE** to reinstate said **Lease Agreement**, attached hereto, and all of its terms, effective upon the date of execution of this **Agreement**, and extending to March 1, 2013, only, except that:

1. There is no commitment by the parties to renew or extend this **Second Reinstatement and Modification of Lease Agreement** beyond the March 1, 2013 date of termination; and

2. A Material Safety Data Sheet must be provided forthwith by the Lessee to the Lessor for any product or material applied to the subject property by the Lessor or his agent; and.

3. Any application by the Lessee or their agent of atrazine or sewage sludge or other treated residuals from wastewater treatment (biosolids) on the subject property is expressly prohibited, and will result in the termination of this **Second Reinstatement and Modification of Lease Agreement**, immediately authorizing the Lessor to re-enter and repossess said property without legal process.

In WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.  
So **AGREED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Signed, Sealed and Delivered  
In the Presence Of:

LESSOR,

\_\_\_\_\_  
Matthew W. Hart, Town Manager  
TOWN OF MANSFIELD  
Duly Authorized

LESSEE,

\_\_\_\_\_  
Thomas Wells

**SECOND REINSTATEMENT AND MODIFICATION  
OF LEASE AGREEMENT-Torrey Property**

**Whereas**, on April 20, 2005, the Town of Mansfield, Connecticut, acting by its then Town Manager Martin H. Berliner, as "Lessor," and Thomas Wells, of 513 Wormwood Hill Road, Mansfield Center, CT, as "Lessee," did execute and enter into a binding **Lease Agreement** for certain agricultural purposes whereby said Lessor, in return for various considerations, leased to said Lessee for a sixty month term commencing March 1, 2005, certain agricultural land located on the southwesterly side of Gurleyville Road in the Town of Mansfield, as more particularly described in said **Lease Agreement** and in a Warranty Deed from the Elizabeth Torrey Revocable Trust to the Town of Mansfield, dated June 3, 1996, and recorded in Volume 373, Page 463; and

**Whereas**, said **Lease Agreement** expired by lapse of time on March 1, 2010, but said Lessor and Lessee executed a **Reinstatement and Modification of Lease Agreement** to continue said **Lease Agreement**, permitting Lessee Thomas Wells to continue to occupy and be Lessee of said property to March 1, 2012; and

**Whereas**, said **Reinstatement and Modification of Said Lease Agreement** expired by lapse of time on March 1, 2012, but said Lessor and Lessee verbally agreed to continue said **Agreement** to date, permitting Lessee Thomas Wells to continue to hold over as Lessee of said property to date; and

**Whereas**, both parties wish and intend to reinstate and continue said **Lease Agreement** to extend for an additional year from this date to March 1, 2013, under the same terms set forth in said **Lease Agreement** dated April 20, 2005, plus others as noted below:

**Wherefore**, the Town of Mansfield, Connecticut, acting by its duly authorized Town Manager Matthew W. Hart, and Lessee Thomas Wells do hereby **AGREE** to reinstate said **Lease Agreement**, attached hereto, and all of its terms, effective upon the date of execution of this **Agreement**, and extending to March 1, 2013, only, except that:

1. There is no commitment by the parties to renew or extend this **Second Reinstatement and Modification of Lease Agreement** beyond the March 1, 2013 date of termination; and
2. A Material Safety Data Sheet must be provided forthwith by the Lessee to the Lessor for any product or material applied to the subject property by the Lessor or his agent; and.
3. Any application by the Lessee or their agent of atrazine or sewage sludge or other treated residuals from wastewater treatment (biosolids) on the subject property is expressly prohibited, and will result in the termination of this **Second Reinstatement and Modification of Lease Agreement**, immediately authorizing the Lessor to re-enter and repossess said property without legal process.

In WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.  
So **AGREED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Signed, Sealed and Delivered  
In the Presence Of:

LESSOR,

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
Matthew W. Hart, Town Manager  
TOWN OF MANSFIELD  
Duly Authorized

LESSEE,

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
Thomas Wells

**SECOND REINSTATEMENT AND MODIFICATION  
OF LEASE AGREEMENT-Mt. Hope**

**Whereas**, on April 20, 2005, the Town of Mansfield, Connecticut, acting by its then Town Manager Martin H. Berliner, as “Lessor,” and William Varga, of 40 River Road, Mansfield Center, CT 06250, as “Lessee,” did execute and enter into a binding **Lease Agreement** for certain agricultural purposes whereby said Lessor, in return for various considerations, leased to said Lessee for a sixty month term commencing March 1, 2005, a certain field situated on the south easterly portion of Mount Hope Park on the easterly side of Warrentville Road (Route 89), in the Town of Mansfield, as indicated on the attached map entitled “Mt. Hope Park – Attachment A,” and described in a Warranty Deed from Holly Hatch and Kirk Skinner, dated October 1, 1999, and recorded in Volume 425, Page 312 in the Town of Mansfield Land Records; and

**Whereas**, said **Lease Agreement** expired by lapse of time on March 1, 2010, but said Lessor and Lessee executed a **Reinstatement and Modification of Lease Agreement** to continue said **Lease Agreement**, permitting Lessee William Varga to continue to occupy and be Lessee of said property to March 1, 2012; and

**Whereas**, said **Reinstatement and Modification of Said Lease Agreement** expired by lapse of time on March 1, 2012, but said Lessor and Lessee verbally agreed to continue said **Agreement** to date, permitting Lessee William Varga to continue to hold over as Lessee of said property to date; and

**Whereas**, both parties wish and intend to reinstate and continue said **Lease Agreement** to extend for an additional year from this date to March 1, 2013, under the same terms set forth in said **Lease Agreement** dated April 20, 2005, plus others as noted below:

**Wherefore**, the Town of Mansfield, Connecticut, acting by its duly authorized Town Manager **Matthew W. Hart**, and Lessee **William Varga** do hereby **AGREE** to reinstate said **Lease Agreement**, attached hereto, and all of its terms, effective upon the date of execution of this **Agreement**, and extending to March 1, 2013, only, except that:

1. There is no commitment by the parties to renew or extend this **Second Reinstatement and Modification of Lease Agreement** beyond the March 1, 2013 date of termination; and
2. A Material Safety Data Sheet must be provided forthwith by the Lessee to the Lessor for any product or material applied to the subject property by the Lessor or his agent; and.
3. Any application by the Lessee or their agent of atrazine or sewage sludge or other treated residuals from wastewater treatment (biosolids) on the subject property is expressly prohibited, and will result in the termination of this **Second Reinstatement and Modification of Lease Agreement**, immediately authorizing the Lessor to re-enter and repossess said property without legal process.

In WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals.  
So **AGREED**, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Signed, Sealed and Delivered  
In the Presence Of:

LESSOR,

\_\_\_\_\_  
  
\_\_\_\_\_

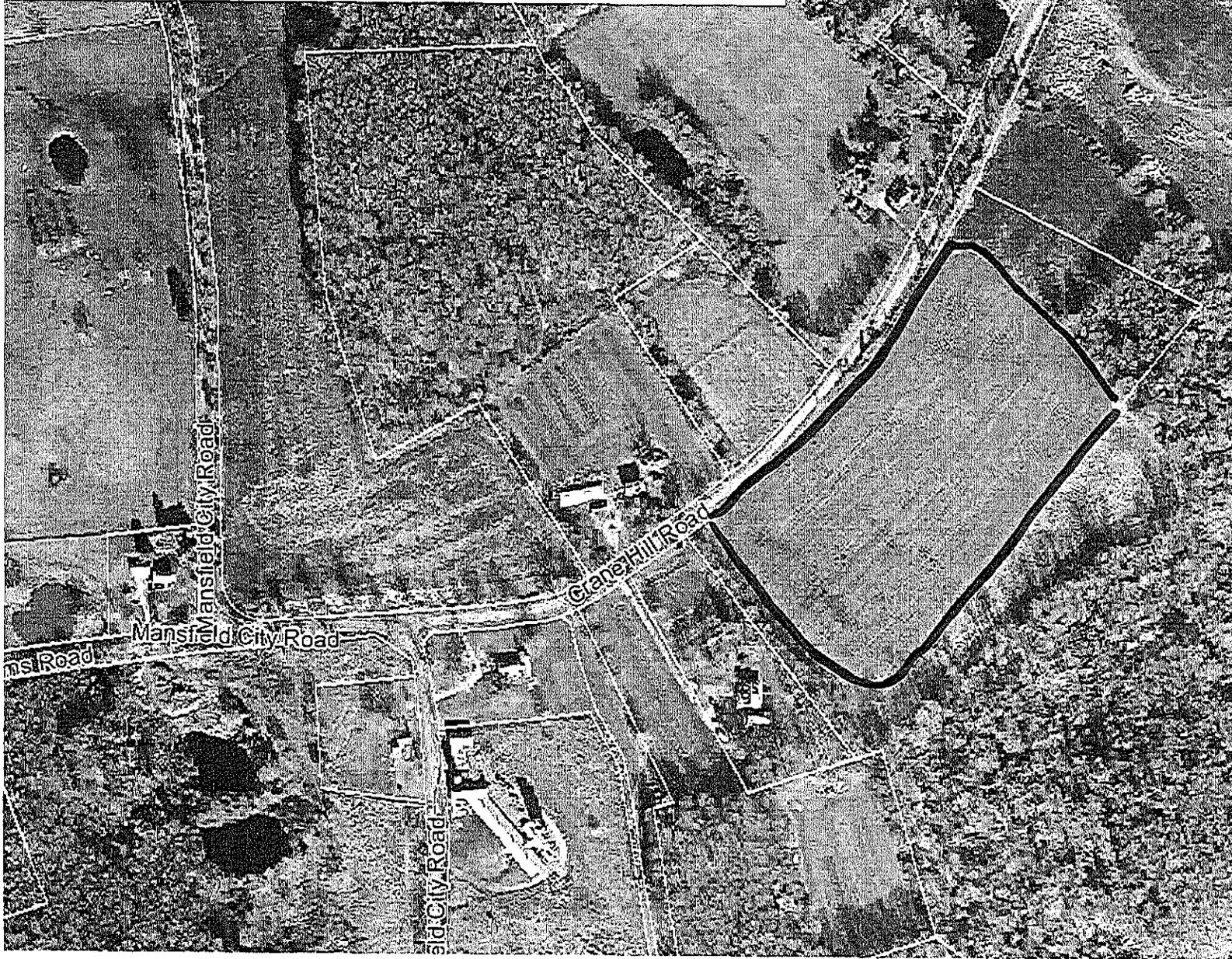
\_\_\_\_\_  
**Matthew W. Hart**, Town Manager  
TOWN OF MANSFIELD  
Duly Authorized

LESSEE,

\_\_\_\_\_  
  
\_\_\_\_\_

\_\_\_\_\_  
**William Varga**

# Town of Mansfield, CT - Crane Hill Field Agricultural Lease



- MapGrid
- towns
- Dimensions
- Address
- ParcelID
- Area
- Streets
- Parcels
- powerlines
- water
- wetlands
- Town
- roads
- highways



1 in = 319.01 ft

Printed:  
3/15/2012

MainStreetGIS  
www.mainstreetgis.com

MainStreetGIS, LLC - [www.mainstreetgis.com](http://www.mainstreetgis.com) / [info@mainstreetgis.com](mailto:info@mainstreetgis.com)

Disclaimer: This map is for assessment purposes only. It is not valid for use as a survey or for conveyance

Attachment A

# Town of Mansfield, CT - Torrey Property Agricultural Lease



- MapGrid
- towns
- Dimensions
- Address
- ParcelID
- Area
- Streets
- Parcels
- powerlines
- water
- wetlands
- Town roads
- highways



1 in = 456.83 ft

Printed:  
3/15/2012

MainStreetGIS  
www.mainstreetgis.com

Location: 234 GURLEYVILLE RD ID: 10.43.35

MainStreetGIS, LLC - www.mainstreetgis.com / info@mainstreetgis.com

Disclaimer: This map is for assessment purposes only. It is not valid for use as a survey or for conveyance

Attachment A

# Town of Mansfield, CT - Eagleville Preserve Agricultural Lease



- MapGrid
- towns
- Dimensions
- Address
- ParcelID
- Area
- Streets
- Parcels
- powerlines
- water
- wetlands
- Town roads
- highways



1 in = 319.01 ft

Printed:  
3/15/2012

MainStreetGIS  
www.mainstreetgis.com

MainStreetGIS, LLC - [www.mainstreetgis.com](http://www.mainstreetgis.com) / [info@mainstreetgis.com](mailto:info@mainstreetgis.com)

Disclaimer: This map is for assessment purposes only. It is not valid for use as a survey or for conveyance

*Attachment A*

# Town of Mansfield, CT - Mt Hope Park Agricultural Lease



MainStreetGIS, LLC - [www.mainstreetgis.com](http://www.mainstreetgis.com) / [info@mainstreetgis.com](mailto:info@mainstreetgis.com)

Disclaimer: This map is for assessment purposes only. It is not valid for use as a survey or for conveyance

Attachment A

# Town of Mansfield, CT - Baxter Agricultural Lease



- MapGrid
- towns
- Dimensions
- Address
- ParcelID
- Area
- Streets
- Parcels
- powerlines
- water
- wetlands
- Town
- roads
- highways



1 in = 450.44 ft

Printed:  
3/15/2012

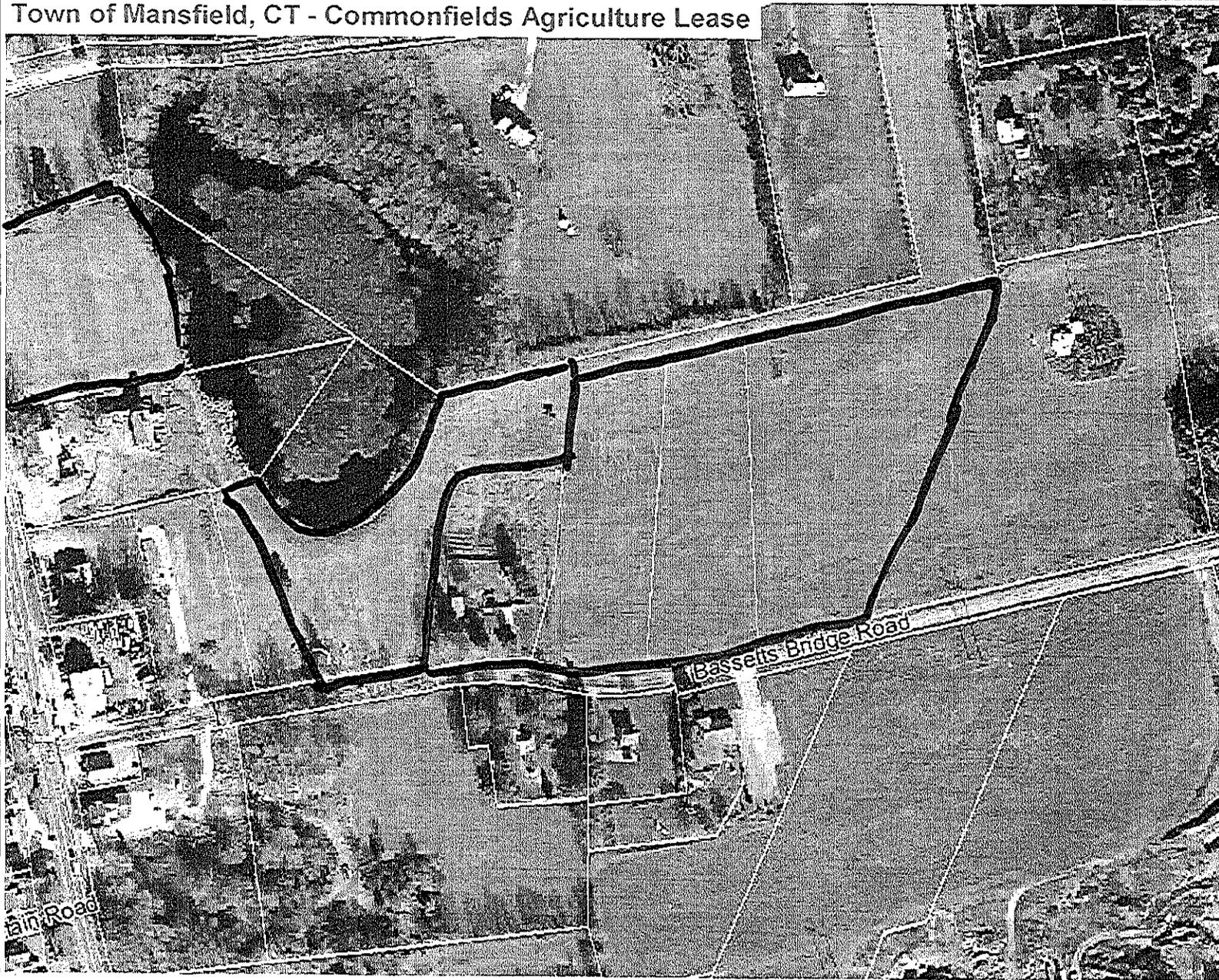
MainStreetGIS  
www.mainstreetgis.com

MainStreetGIS, LLC - [www.mainstreetgis.com](http://www.mainstreetgis.com) / [info@mainstreetgis.com](mailto:info@mainstreetgis.com)

Disclaimer: This map is for assessment purposes only. It is not valid for use as a survey or for conveyance

Attachment A

# Town of Mansfield, CT - Commonfields Agriculture Lease



MainStreetGIS, LLC - [www.mainstreetgis.com](http://www.mainstreetgis.com) / [info@mainstreetgis.com](mailto:info@mainstreetgis.com)

Disclaimer: This map is for assessment purposes only. It is not valid for use as a survey or for conveyance

Attachment A

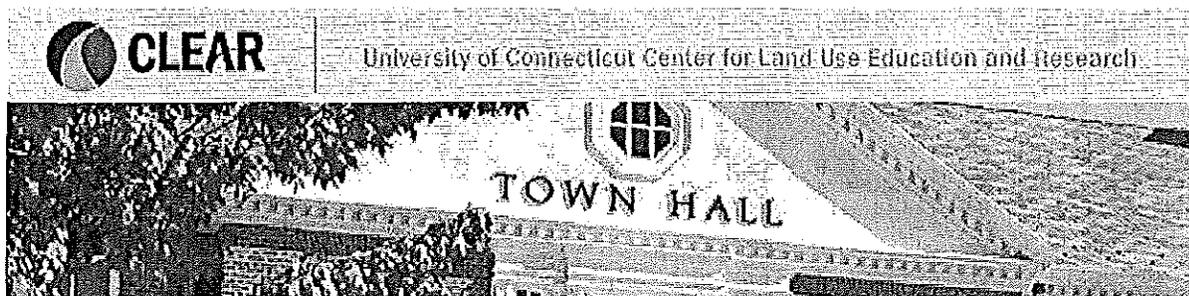
Jessie L. Shea

**From:** Center for Land Use Education and Research [clear@uconn-clear.ccsend.com] on behalf of Center for Land Use Education and Research [bruce.hyde@uconn.edu]  
**Sent:** Monday, March 12, 2012 2:35 PM  
**To:** PlanZoneDept  
**Subject:** Spring 2012 Land Use Academy Basic and Advanced Training: Registration Open

Having trouble viewing this email? [Click here](#)

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You may [unsubscribe](#) if you no longer wish to receive our emails.



## Land Use Academy Spring 2012 Schedule



The Land Use Academy is offering an **Advanced Training** and a **Basic Training** this Spring. The locations and topics covered for both courses are listed below. Cost is \$35 for either session.

Follow the registration link below to register online or to obtain a registration form. We hope to see you this Spring!

### REGISTER NOW

### Quick Links

[Academy Website](#)

[Online Academy](#)

[CLEAR 2012 Webinar Series](#)

 [Join CLEAR](#)



### Advanced Training

**March 31, 2012**

**NOTE: You do not have to take Basic Training to take the Advanced Training**

Last fall, in response to feedback from both professional planners and land use commissioners, we offered an all-day advanced training covering three topics in-depth. This training was so popular that we are repeating it this Spring, at the UConn Stamford campus.

### *ADVANCED TRAINING TOPICS COVERED:*

*Bias, Predisposition and Conflicts*

Atty Robin Pearson, Shipman, Soesensky & Marks

*Conditions and Modifications*

Atty Kenneth Slater, Halloran and Sage

*Running a Meeting and Making the Decision*  
Atty Mark Branse, Branse, Willis and Knapp

1.5 CM Law Credits and .25 CM general credits for *Running a Meeting and Making the Decision*

3.0 CM general credits for the other two topics

**Basic Training**

**April 21, 2012**

The LUA basic training is for those commissioners who are new to their respective commissions or just want to brush up on the basics. It will be held at the Middlesex County Extension Center in Haddam.

**BASIC TRAINING TOPICS COVERED:**

Roles and Responsibilities  
Bruce Hyde, UConn CLEAR

Legal Procedures and Issues  
Atty Richard Roberts, Halloran and Sage

Basic Map Reading  
Paula Stahl, UConn CLEAR

***See you there!***

Sincerely,

**Bruce Hyde**

*Land Use Academy Director, Land Use Educator*

[bruce.hyde@uconn.edu](mailto:bruce.hyde@uconn.edu)

phone:860-345-5229

[Land Use Academy Website](#)

The Land Use Academy is a program of the University of Connecticut Center for Land Use Education and Research (CLEAR). Academy partners include the CT Office of Policy and Management Office of Responsible Growth, the CT Bar Association, and the CT Chapter of the American Planning Association.

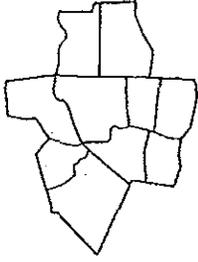


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# WINDHAM REGION COUNCIL OF GOVERNMENTS

Chaplin Columbia Coventry Hampton Lebanon Mansfield Scotland Willington Windham

## REGIONAL PLANNING COMMISSION

Date: March 3, 2012  
Referral #: 12-02-10-WM  
Report on: **Zoning**

**WINDHAM**

**Alcohol**

To: Town of Windham Planning and Zoning Commission  
C/o: James Finger, Town Planner

Commissioners;

This referral involves: A proposal to revise the language concerning businesses that sell alcohol.

Receipt is hereby acknowledged of the above referral. Notice of the proposed changes to the Zoning Regulations were transmitted to the Windham Region Council of Governments under the provisions of Section 8-3b of the Connecticut General Statutes, as amended.

**Comments for Inclusion in the Public Record:** The Regional Planning Commission reviewed the proposed amendments to the zoning regulations. The commission offers recommendations on how proposals can better meet the goals and vision of the Windham Region Land Use Plan, WINCOG's regional guide for conservation and development. The recommendations of the Regional Planning Commission are purely advisory.

- The Windham Region Land Use Plan does not contain specific policies for establishments that serve or sell alcohol.
- It is the consensus of the members of the Regional Planning Commission that the proposal is not anticipated to create negative intermunicipal impacts.

Questions concerning this referral should be directed to Jana Butts at the Windham Region Council of Governments.

Sincerely,

Katherine Holt, Chair  
WINCOG RPC

Hartford will reportedly result in residential property owners bearing a larger share of the tax burden than they had previously due to the weak commercial real estate

appeal. For example, if a revaluation results in a property's assessment declining by \$5 million and the corresponding taxes are less than the previous year, the property

critical analysis of whether an appeal is warranted in the first instance will usually result in a financial benefit to the property owner, whether an appeal is ultimately pursued or not. ☞

## Creating Condominium Units Without Building Anything – Airspace Units in Common Interest Communities

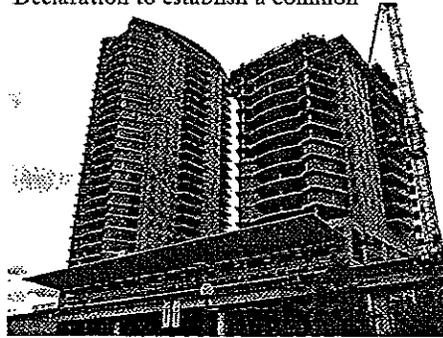
By Jane W. Freeman

CONNECTICUT'S Common Interest Ownership Act ("CIOA") allows for the creation of common interest communities, such as condominiums and planned communities, comprised solely of "airspace units."

What are "airspace units"? "Airspace units" are units having boundaries which are not limited to walls, ceilings and floors. Instead, the units are filled with airspace and no buildings have to be constructed in order to create the units. By way of example, an "airspace unit" may have its boundaries described as follows: the horizontal boundary of the unit is the surface of the land and the vertical boundary of the unit consists of vertical planes as shown on the survey and extending to the heavens. The foregoing description could be used to describe an "airspace unit" which has no upper boundary and consists solely of the airspace extending from the surface of the land into the heavens. Thus property descriptions for "airspace units" may take into account the third dimension. An "airspace unit" created under CIOA

may or may not have a building constructed inside the unit once the unit is created.

The Connecticut Supreme Court's holding in the case of *Alvord v. Zoning Board of Appeals* that "airspace units" are authorized under CIOA has provided developers with a novel and flexible development tool. Developers may file a Declaration to establish a common



interest community comprised solely of "airspace units" without having completed, or even commenced, the construction of any buildings. In addition, once "airspace units" are declared,

developers may sell or lease these units, leaving it to their purchasers or lessees to construct the buildings and improvements inside the "airspace units." Further, because all space below the surface of the land is undivided and remains a common element, developers need not secure any municipal subdivision approvals before selling or leasing "airspace units."

Common interest communities are a form of property ownership. While municipalities have the authority to regulate the use of real property through their zoning powers, they have no power to regulate the ownership of real property. Therefore, developers may establish, sell and lease "airspace units" without securing any subdivision approval in what can often be a time consuming, contentious and expensive process.

Connecticut is only one of two states which have adopted the Uniform Common Interest Ownership Act, the model for creating "airspace units." Connecticut developers are fortunate to have this development option in their toolboxes. ☞

Interesting. Curt