MEETING NOTICE AND AGENDA

MANSFIELD PLANNING AND ZONING COMMISSION

Monday, May 16, 2016 ▪ 6:35 PM

Or upon completion of Special Inland Wetlands Agency Meeting

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

1. **Call to Order**
2. **Roll Call**
3. **Approval of Minutes**
   a. May 2, 2016 – Regular Meeting
   b. May 11, 2016- Field Trip Notes
4. **Zoning Agent's Report**
5. **Public Hearing**

   <u>6:35 p.m.</u>
   Special Permit Application, Efficiency Unit, 819 Middle Turnpike, D. & K. Ricci, PZC File #1340
   Memo from Assistant Planner/Zoning Enforcement Officer

   <u>6:40 p.m.</u>
   Zoning Map Amendment Application, 91 & 93 Meadowbrook Lane, PZC File #1338
   Memo from Director of Planning and Development

   <u>6:45 p.m.</u>
   Special Permit Application, Meadowbrook Gardens, 91 & 93 Meadowbrook Lane, PZC File #1284-3
   Memo from Director of Planning and Development

6. **Old Business**
   a. **Zoning Map Amendment Application, 91 & 93 Meadowbrook Lane, PZC File #1338**
   b. **Special Permit Application, Meadowbrook Gardens, 91 & 93 Meadowbrook Lane, PZC File #1284-3**
   c. **Request for Interpretation of Lot Frontage Requirements**
      Memo from Director of Planning and Development
   d. **Draft Zoning Regulations**
      Tabled pending a 6/20/16 Public Hearing
   e. **Zoning Regulation Amendment to the Business Zone, S. Schrager, PZC File #1341**
      Tabled pending a 6/20/16 Public Hearing
   f. **Special Permit Application, Efficiency Unit, 819 Middle Turnpike, D. & K. Ricci, PZC File #1340**
   g. **Other**
7. **New Business**
   a. **Zoning Permit for Storrs Center: Trail Access (PZC File #1246-22)**
      Memo from Director of Planning and Development
   b. **Request for Pre-Application Review: The Lodges at Storrs**
      Memo from Director of Planning and Development
   c. **Other**

Charles Ausburger ▪ Binu Chandy ▪ JoAnn Goodwin ▪ Roswell Hall III ▪ Gregory Lewis ▪ Kenneth Rawn ▪ Bonnie Ryan
Vera Stearns Ward ▪ Susan Westa ▪ Paul Aho (A) ▪ Terry Berthelot (A) ▪ Katie Fratoni (A)

8. **Reports from Officers and Committees**
   a. Chairman's Report
      - PZC Member needed for the Sustainability Committee
   b. Regional Planning Commission
   c. Regulatory Review Committee
   d. Planning and Development Director's Report
   e. Other

9. **Communications and Bills**
   a. Spring 2016 CT Planning: Crafting Regulations for "Connnecticut's Bourgeoning Brewing Industry"
   b. Plan4Health: Healthy Communities Toolkit Flyer
   c. Spring 2016 CFPZA Quarterly Newsletter
   d. Other

10. **Adjournment**

DRAFT MINUTES
MANSFIELD PLANNING AND ZONING COMMISSION
Regular Meeting
Monday, May 2, 2016
Council Chamber, Audrey P. Beck Municipal Building

Members present:	J. Goodwin, C. Ausburger, B. Chandy, R. Hall, G. Lewis, K. Rawn, B. Ryan, V. Ward, S. Westa
Alternates present:	P. Aho
Alternates absent:	T. Berthelot
Staff present:	Linda Painter, Director of Planning and Development Janell Mullen, Assistant Planner/Zoning Enforcement Officer

Chairman Goodwin called the meeting to order at 7:36 p.m.

Approval of Minutes:

a. April 16, 2016Regular Meeting:
Rawn MOVED, Ryan seconded, to approve the 04-16-2016 minutes as presented. MOTION PASSED with all in favor except Ausburger and Hall who disqualified themselves.

Zoning Agent's Report:
None.

Public Hearing:

Zoning Map Amendment Application, 91 & 93 Meadowbrook Lane, PZC File #1338
Special Permit Application, Meadowbrook Gardens, 91 & 93 Meadowbrook Lane, PZC File #1284-3
Chairman Goodwin opened both Public Hearings at 7:40 p.m. Members present were Goodwin, Ausburger, Chandy, Hall, Lewis, Rawn, Ryan Ward, Westa and Alternate Aho who was not seated.

Linda Painter, Director of Planning and Development read both legal notices as they appeared in The Chronicle on 4/19/16 and 4/27/16 and noted the following communications received and distributed to members: a 4/27/16 memo from Linda Painter, Director of Planning and Development; a 4/26/16 memo from Edward Pelletier, Datum Engineering; a 4/26/16 memo from Michael Yenke, Uniglobe Investement LLC.; a 4/26/16 report from Gerald Hardisty, Civil Engineering Services; a 3/31/2016 report from BSC Group; 3/29/16 comments from Rudy J. Favretti, FASLA; and a 3/10/16 memo from Fran Raiola, Deputy Chief/Fire Marshal.

Chandy MOVED, Ryan seconded, to adjourn the public hearing on the application of Uniglobe Investment LLC to change the zone classification for the property located at 91 and 93 Meadowbrook Lane from R-20 to DMR (PZC File 1338) to May 16, 2016. MOTION PASSED UNANIMOUSLY.

Chandy MOVED, Ryan seconded, to adjourn the public hearing on the special permit application of Uniglobe Investment LLC to construct a 36 unit multi-family development at 91 and 93 Meadowbrook Lane (PZC File 1284-3) to May 16, 2016. MOTION PASSED UNANIMOUSLY.

Old Business:

a. **Zoning Map Amendment Application, 91 & 93 Meadowbrook Lane, PZC File #1338**
Tabled pending a 5/16/16 Continued Public Hearing.
b. **Special Permit Application, Meadowbrook Gardens, 91 & 93 Meadowbrook Lane, PZC File #1284-3**
Tabled pending a 5/16/16 Continued Public Hearing.

c. **Request for Interpretation of Lot Frontage Requirements**
Painter noted the supplemental correspondence received from James Wohl and Janet Welch dated April 20, 2016 and reviewed Mullen's memo which identified examples of previously approved subdivision lots where the required lot frontage was not coincident with the placement of the house. The Chair noted that she had asked staff to research other examples of lots with similar configurations to the subject lot and provide maps for the Commission to review. Members read and discussed the definition of frontage contained in the regulations and the intent of the frontage requirement. Painter noted that while she could not speak definitively to the specific intent of the frontage requirements in the Mansfield regulations, frontage requirements in general are used to reduce potential overall density and possibly establish a pattern of development. After discussion, staff was requested to prepare a motion for the Commission's consideration at the next meeting.

d. **Draft Zoning Regulations**
Goodwin noted that there was a 4/28/16 memo from Painter regarding this item that was not referenced on the agenda. Painter reviewed her memo and the proposed changes to the draft regulations relating to water service connections/water pipeline overlay district and live/amplified music. With regard to the proposed change concerning easements and water main extensions outside of the overlay district, members suggested that the new language was too broad and contradicted what the Commission was trying to achieve with that regulation. Accordingly, the section entitled Easements and Water Main Extensions was revised to read as follows: "Extension of water service to properties located outside of the Water Pipeline Overlay Zone through an easement or right-of-way on property located within the Water Pipeline Overlay Zone shall be permitted only in those instances where there is not a source of potable water."

Rawn MOVED, Ward seconded, to withdraw the actions approved on April 18, 2016 that scheduled public hearings for June 20, 2016 for draft zoning regulations related to stormwater management dated March 17, 2016; draft zoning regulations related to water service connections and creation of a Water Pipeline Overlay District dated April 12, 2016; and draft zoning regulations related to alcohol and live/amplified music dated April 8 2016. MOTION PASSED UNANIMOUSLY.

Chandy MOVED, Rawn seconded, that a public hearing be scheduled for June 20th to hear comments on the proposed revisions to the Zoning Regulations dated April 28, 2016 related to stormwater management; water service connections and the creation of a Water Pipeline Overlay District as modified by the Commission with regard to use of easements; alcohol; and live/amplified music. The draft regulations related to stormwater management, water service connections and the Water Pipeline Overlay District shall be referred to the Town Attorney, CRCOG, adjacent municipalities, Town Council, Conservation Commission and Four Corners Sewer and Water Advisory Committee for review and comment. The draft regulations related to alcohol and live/amplified music shall be referred to the Town Attorney, CRCOG, adjacent municipalities, Town Council, and Economic Development Commission for review and comment. MOTION PASSED UNANIMOUSLY.

<u>New Business:</u>

a. **Special Permit Application, Efficiency Unit, 819 Middle Turnpike, D. & K. Ricci, PZC File #1340**
Ryan MOVED, Ward seconded, to receive the Special Permit Application (File #1340), submitted by Dustin and Kristen Ricci for an efficiency unit within a single family dwelling, on property located at 819 Middle Turnpike, as shown on plans dated 3-10-16, as shown and described in application submissions, and to refer said application to staff and committees, for review and comments and to set a Public Hearing for 5-16-16. MOTION PASSED UNANIMOUSLY.

b. **Zoning Regulation Amendment to the Business Zone, S. Schrager, PZC File #1341**

Ryan MOVED, Ausburger seconded, to receive the application, submitted by Attorney Samuel L. Schrager, Esq. to add "residential uses" to the list of allowable uses within the Business Zone, of the Mansfield Zoning Regulations, File #1341, as submitted to the Commission, and to refer said application to CCROG and the Town Attorney for review and comment and to set a Public Hearing for June 20, 2016. MOTION PASSED UNANIMOUSLY.

c. **Consideration of Alternate Appointment: Katie Fratoni**
After an introduction, Ward MOVED, Ausburger seconded, to appoint Katie Fratoni as an alternate member of the Inland Wetlands Agency and Planning and Zoning Commission. MOTION PASSED UNANIMOUSLY.

d. **2016-17 Capital Improvement Budget**
Ryan MOVED, Hall seconded, that the PZC make a finding that the proposed FY2016-2017 Capital Improvement Program Budget and the proposed projects contained therein are consistent with the Mansfield Tomorrow Plan of Conservation and Development. Nothing herein shall imply PZC approval for any proposed projects. Departments involved with land use projects and site improvements must coordinate plans with the Director of Planning and Development and/or the Inlands Wetland Agent, and make such applications to the PZC or IWA as is required by the Mansfield Zoning and Inland Wetlands Watercourse Regulations. MOTION PASSED UNANIMOUSLY.

e. **8-24 Referral: Schoolhouse Brook Park Universal Access Trail**
Chandy MOVED, Ryan seconded, that the PZC notify the Town Council that the proposed universal access trail at Schoolhouse Brook Park Bicentennial Pond Recreation Area is consistent with the Mansfield Tomorrow Plan of Conservation and Development, particularly Goal 3.3, Strategy B, Action 3 and Goal 5.5, Strategy A, Action 3. MOTION PASSED UNANIMOUSLY.

Reports from Officers and Committees:
Noted.

Communications and Bills:
Noted.

Adjournment:
The Chair noted a 5/11/16 Field Trip at 3:00 p.m. and declared the meeting adjourned at 8:27 p.m.

Respectfully submitted,

Vera S. Ward, Secretary

Field Trip Notes

MANSFIELD PLANNING AND ZONING COMMISSION
INLAND WETLANDS AGENCY
SPECIAL MEETING – FIELD TRIP
MAY 11, 2016

Members present:	B. Ryan, P. Aho
Conservation:	G. Meitzler (Item #1, #3, #4)
Staff present:	Linda Painter, Director of Planning and Development
	Janell Mullen, Assistant Planner

The field trip began at approximately 3:00 p.m.

W1567-R. Henning, 166 Moulton Road, Water Wheel
Members observed current conditions, and site characteristics. No decisions were made.

PZC File #1340- Special Permit, Efficiency Unit, 819 Middle Turnpike, D. & K. Ricci
Members observed current conditions, and site characteristics. No decisions were made.

PZC File #1341- Zoning Regulation Amendment to the Business Zone, S. Schrager
Members were met on site by J. Makuch. Members observed neighborhood conditions and characteristics. No decisions were made.

W1566- Groundwater & Environmental Services, 7 Storrs Road, Remedial Soil Excavation
Members were met on site by Drew Croteau. Members observed current conditions, and site characteristics. No decisions were made.

The field trip ended at approximately 4:15 p.m.

MANSFIELD DEPARTMENT OF PLANNING AND DEVELOPMENT

ZONING AGENT REPORT ▪ APRIL 2016

JANELL MULLEN, ZONING AGENT ISSUED ON MAY 16, 2016

ZONING PERMITS ISSUED

ADDRESS	DESCRIPTION
241 Mulberry Road	Deck & pool
104 Timber Drive	Gazebo & deck
225 Mt Hope	14' X 28' shed
7 Storrs Road	Cabinet for propane
123 Storrs Road	New signage for Best Western

CERTIFICATES OF ZONING COMPLIANCE

ADDRESS	DESCRIPTION
620 Mansfield City Road	Addition of a porch 10' X 20'
590 Ash Street	Barn addition
86 Candide Lane	Deck 33' X 12'

ENFORCEMENT ACTIVITY FROM APRIL UNTIL MID MAY

ADDRESS/BUSINESS	DATE OF ENFORCEMENT/TYPE	DEADLINE TO RESPOND/STATUS
15 Agronomy Road	Citation (2) issued on 5/3/2016	Now that Hearing Citations Officers are in place, we will begin to schedule his appeals for over-occupancy citations.
229 Browns Road	Citation (3) 5/3/2016	Follow up inspection failed.
22 Russett Lane	Citation (1) issued on 4/19/2016; Citation (2) 5/5/2016	No response by 5/2/2016 resulted in follow-up citation.
68 Hanks Hill Road	Citation (1) 4/7/2016; Citation (2) 5/5/2016	Failure to respond and follow-up inspections resulted in further citations.
67 Hillyndale Road	Citation (1) 4/19/2016	5/3/2016 deadline to respond, follow up overcrowding inspection passed on 5/4/2016.
46 Clover Mill	Citation (1) 4/28/2016; Citation (2) 5/3/2016	5/12/2016 deadline to respond
122-124 Thornbush Road	Citation (1) 4/28/2016	Unauthorized trailer in Flood Hazard Zone, no response from owner resulted in a citation.
14 Westwood	Citation (1) 4/15/2016	Met with students in regards to on-going over- abundance of cars parked at the property

441 N. Eagleville Road	Citation (1) 4/7/2016; Citation (2) 4/15/2016; Citation (3) 5/2/2016; Citation (4) 5/3/2016; Cease & Desist 5/3/2016	Continued non-compliance resulted in a C&D issued
1008 Storrs Road	Citation (3) 5/3/2016	
78 Lynwood Road	Citation (2) 5/5/2016	Follow-up inspection failed.
806 Storrs Road	Citation (1) 4/28/2016 Citation (2) 5/3/2016	Failure to respond to initial citation resulted in the follow-up.
22 Cedar Swamp Road	3/10/2016; Notice of Violation; 4/21/2016 Citation issued	4/5/2016 deadline
379 Middle Turnpike	Citation (1) 5/3/2016	Follow-up inspection failed, resulting in a citation.
436 Mulberry	3/30/2016; Notice of Violation	4/14/2016; deadline. Owner called to notify me of student selling a car and storing it on the property. I have asked for the specific make and model and will continue to monitor.
195 Hunting Lodge Road	Citation (1) 5/5/2016	Followed up failed inspection. 10 days to bring the property into compliance.
42 Olsen Drive	Citation (1) 5/5/2016	Follow-up failed inspection.
242 Browns Road	Citation (3) 5/3/2016	Follow-up failed inspection.

From mid-December until mid-May, approximately 30 properties were referred to the Zoning Department in regards to over-occupancy as a result of failed overcrowding inspections conducted by the Department of Building and Housing. As a result, 32 Citations were issued to 21 properties. Next semester, these properties will be the first on the list of overcrowding inspections. In the meantime, I will be follow-up with property owners concerning payment of the citations and compliance.

TOWN OF MANSFIELD
DEPARTMENT OF PLANNING AND DEVELOPMENT

Janell M. Mullen/Assistant Planner & Zoning Agent

MEMO TO: Planning and Zoning Commission

FROM: Janell M. Mullen, Assistant Planner/Zoning Agent

DATE: May 9, 2016

SUBJECT: Special Permit Application
Efficiency Unit –819 Middle Turnpike PZC #1340

The following comments are based on a review of submitted information (Statement of Purpose, Site Plan and Floor Plan dated 3/10/2016, and other application submissions), and a review of pertinent zoning regulations, particularly Article X, Section L and Article V, Section B.

Project Description

The applicant is requesting special permit approval for an efficiency unit in association with an existing single-family home on property located at 819 Middle Turnpike. No site work or exterior building alterations are proposed.

As the applicant is not proposing to make any site improvements or exterior changes to the existing house, most of the site plan information required pursuant to Article V, Section 5.A.3.d has not been provided.

Compliance with Zoning Regulations

The following list summarizes the requirements that must be met before the Commission can approve a special permit pursuant to Article X, Section L.2.a. Compliance with these criteria is indicated by a ☒ and a narrative description. If a requirement has not been met, it is preceded by a ☐.

☒ Unit Size. *The unit must contain at least 400 square feet and cannot exceed 35% of the floor area of the single family home in which it is located.*

The proposed efficiency unit is approximately 767 square feet, which equates to ±33% of the floor area of the home, which is currently 2,301 square feet.

☒ Facilities. *The unit must include independent living quarters, a distinct kitchen area, and a bathroom with sanitary and bathing facilities.*

The proposed efficiency unit has a bathroom, bedroom with a closet, and open floor plan kitchen/living/dining room.

☒ Occupancy. *Either the single-family home or the efficiency unit must be owner-occupied. An affidavit certifying owner occupancy and a statement that the provisions of Article X, Section L have been met must be submitted as part of the application.*

The applicant indicated in the Statement of Use that the home is owner-occupied and the efficiency apartment would be occupied by the mother of one of the owners. An affidavit certifying owner occupancy has been provided.

☒ Access. *Interior access between the single-family residence and the efficiency unit is required.*

According to the statement of use, access to the efficiency apartment is provided from both inside the home and direct access to the exterior as it was developed as a walkout basement.

☒ Off-Street Parking. *A minimum of 3 spaces with unobstructed access must be provided.*

The property currently has four parking spaces in the driveway to accommodate the vehicles used by the residents.

☒ Maximum Occupancy. *Occupancy of the efficiency unit is limited to 2 people.*

Pursuant to the statement of use submitted, the unit will be occupied by no more than two people.

☒ Use and Dimensional Requirements. *The single-family home must comply with use and dimensional requirements (height, area, yards) for the district in which it is located. No efficiency units are permitted on a lot with less than 40,000 square feet.*

The lot on which the home is located contains 2.78 acres in Mansfield or 121, 097 square feet according to the Town Assessor records. The front and rear setbacks conform to current standards.

☒ Character. *The home in which the unit is located must retain its character as a single-family residence.*

Based on our observations from the field trip, the house appears to be a single-family home.

☒ Sanitary System. *The applicant must demonstrate adequate sewage disposal prior to Commission approval of the special permit.*

The Eastern Highlands Health District has approved the B100A application for the addition of a kitchen to the finished basement in order to convert the space to an approved efficiency-unit.

☒ Flood Hazards. *Efficiency units are not permitted within Flood Hazard Areas as defined in Article X, Section E of the Zoning Regulations.*

Based on available maps, there are no flood hazard areas in the vicinity of the house.

☒ Street Frontage. *All efficiency units must be located on a lot with street frontage as defined in the Zoning Regulations.*

The property has about 270 feet of frontage on Middle Turnpike. Pursuant to Article VIII, Section

B.4.a., the minimum required 200 foot frontage for the RAR-90 zone has been met.

☒ Inland Wetlands Agency. *IWA approval is required for any proposed improvements within regulated wetland/watercourse areas prior to approval of the special permit.*

No site improvements were proposed as part of the application.

Approval Considerations

Pursuant to Article V, Section B.5, the applicant must demonstrate to the satisfaction of the Commission that the proposed development will not detrimentally affect the public's health, welfare and safety and that the development meets the following approval criteria for special permit applications:

a. That all approval criteria in Article V, Section A.5 (Site Plan Approval Criteria) of these regulations have been met.
b. That the proposed use is compatible with the Town's Plan of Conservation and Development and Article I of the Zoning Regulations I(Intent and Purpose)
c. That the location and size of the proposed use and the nature and intensity of use in relation to the size of the lot will be in harmony with the orderly development of the Town and compatible with other existing uses.
d. That proper consideration has been given to the aesthetic quality of the proposal, including architectural design, landscaping, and proper use of the site's natural features. The kind, size, location and height of structures, and the nature and extent of site work, and the nature and intensity of the use, shall not hinder or discourage the use of neighboring properties or diminish the value thereof. All applicable standards contained in Article X, Section R shall be incorporated into the plans.

The subject efficiency unit is not expected to detract from the house's overall appearance as a single-family home and it is not expected that the efficiency unit will result in detrimental neighborhood impacts. Public Hearing testimony may provide more information regarding this issue.

Summary/Recommendation

Subject to any testimony received during the public hearing, the proposal is considered to be in compliance with regulatory provisions and is not expected to cause any detrimental neighborhood impacts. Any approval motion should include a waiver of the site plan information required in Article V, Section A.3 as the information is not needed to determine compliance with the regulations.

If deemed appropriate, the following motion has been prepared for the Commission's consideration:

MOVE, to approve the April 21, 2016 application of Dustin and Kristen Ricci to allow an efficiency dwelling unit at 819 Middle Turnpike in an RAR-90 zone, as shown on submitted plans and described in other application submissions and as presented at Public Hearing on May 16, 2016.

Pursuant to Article V, Section B.4 of the Mansfield Zoning Regulations, the site plan requirements contained in Section B.3.d are hereby waived as there is no proposed expansion of the building and the information is not needed to determine compliance with the zoning regulations.

This approval is granted because the application is not expected to result in any detrimental neighborhood impacts and is considered to be in compliance with Article X, Section L; Article V, Section B; and other provisions of the Mansfield Zoning Regulations, and is granted with the following conditions:

1. This approval has been granted for a one-bedroom efficiency in association with a single-family home having up to four additional bedrooms. Any increase in the number of bedrooms on this property shall necessitate subsequent review and approval from the Eastern Highlands Health District and the Planning and Zoning Commission.

2. This approval is conditioned upon continued compliance with Mansfield's Zoning Regulations for efficiency units, which include owner-occupancy requirements, limitations on the number of residents in an efficiency unit and limitations on the number of unrelated individuals that may live in a dwelling unit pursuant to the definition of Family contained in the Zoning Regulations. These limitations apply regardless of the number of bedrooms present in the home. Pursuant to Article X, Section L.2, the applicant shall submit a notarized affidavit certifying owner occupancy and a written statement regarding compliance with efficiency unit regulations every two years, starting on January 1, 2014.

3. This special permit shall not become valid until filed upon the Land Records by the applicant.

NOTES

- The analysis and recommendations contained in this report are based on the following information submitted by the applicants:
  - Application submitted April 21, 2016 and received by the PZC on May 2, 2016 including:
    - Statement of Use/Consistency with Efficiency Unit Requirements
    - Floor plan of proposed efficiency unit
    - Site plan
    - Site Plan Checklist and associated waiver requests
    - B100A approval dated April 11, 2016
- The following correspondence regarding the proposed development has been received:
  - Email from Sherry McGann, Eastern Highlands Health District, dated April 11, 2016
- Neighborhood Notification Forms were required to be sent to property owners within 500 feet of the subject property in accordance with Article V, Section B(3)(c) of the Mansfield Zoning Regulations. A copy of the notice and certified mail receipts have been provided.
- The Public Hearing on this item will be opened on May 16, 2016 and must be closed by July 24, 2016 unless a written extension is granted by the applicants.
- Before rendering a decision, the Planning and Zoning Commission must consider other referral reports and public hearing testimony. A decision must be made within 65 days of the close of the Public Hearing unless the applicants grant a written extension.

TOWN OF MANSFIELD

DEPARTMENT OF PLANNING AND DEVELOPMENT

Date: May 12, 2016

To: Planning and Zoning Commission

From: Linda M. Painter, AICP, Director of Planning and Development

Subject: Meadowbrook Gardens
91-93 Meadowbrook Lane
Application for Zoning Map Amendment (PZC File 1338)
Application for Special Permit (PZC File 1284-3)

PROJECT DESCRIPTION

Applicant: Uniglobe Investment LLC

Property Location: 91 & 93 Meadowbrook Lane

Existing Zoning R-20

Proposed Zoning DMR

Property Size: ±4.6 acres

Project Description: The applicant is requesting to change the zoning designation of the subject property from R-20 (Residence 20) to DMR (Design Multiple Residence) and for special permit approval to authorize the construction of 36 apartments. The proposed project would expand the existing DMR zone located on the adjacent property to the east which is currently being developed with 50 apartments known as Meadowbrook Gardens.

OVERVIEW OF ZONING AMENDMENT AND SPECIAL PERMIT REVIEW PROCESS

My review comments are based on application submissions, consideration of existing Zoning Regulations, Mansfield's Plan of Conservation and Development, State and Regional land use plans and professional conclusions regarding the merits of the proposed zoning map amendment and special permit application. My comments must be reviewed with respect to testimony and information presented at the May 16, 2016 Public Hearings and any subsequent continuations and the Commission's collective knowledge of the Town's needs and desires. No new information should be received from the applicant or the public after the close of the Public Hearing process. **It is important to note that unless extensions are authorized, the public hearings must be closed the evening of May 16th** as the next regularly scheduled meeting of the PZC is over 35 days from the date the hearings were opened on May

2nd. The Commission must make a decision on these applications within 65 days of the close of the Public Hearing. Collective reasons for the Commission's decisions should be clearly documented.

As with any proposed zoning map amendment, the PZC must weigh anticipated public and private benefits versus anticipated public and private costs. The Commission has the legislative discretion to determine what is best for the community as a whole. Additionally, the Zoning Regulations and Map can and should be modified to meet changing circumstances, or to address a recognized public need. Section 8-2 of the Connecticut General Statutes and Articles I and XIII of the Zoning Regulations provide information on the legislative framework within which PZC decisions must be made. Section 8-3a of the Connecticut General Statutes requires that the Commission make a finding regarding consistency of the application with the Plan of Conservation and Development.

Additionally, pursuant to Article 10, Section A.2.c of the Mansfield Zoning Regulations:

"No zone change to create an Age Restricted Housing Zone, Designed Multiple Residence Zone or Planned District Zone shall be approved unless the concurrently submitted special permit application complies with all applicable standards and is therefore also approved by the Commission. Any zone change approval to an Age-Restricted Housing, Design Multiple Residence or Planned Residence District shall be voided if the associated special permit approval expires due to a failure to commence construction (See Article V, Section B.7.E.)"

As the request for rezoning to DMR and special permit application are linked together by the above-referenced regulation, both applications have been addressed in this memo.

PROPOSED ZONING MAP AMENDMENT (PZC FILE 1338)

The applicant is proposing to expand the existing DMR zone located at 73 Meadowbrook Lane to include two abutting properties to the west (91-93 Meadowbrook Lane). A fifty unit apartment development known as Meadowbrook Gardens is currently under construction in the existing DMR zone. The concurrent special permit application submitted with the request to change the zoning to DMR would expand the Meadowbrook Gardens development to the subject property with the addition of 36 units.

CONSISTENCY WITH THE PLAN OF CONSERVATION AND DEVELOPMENT

The subject property is designated as Compact Residential in the Mansfield Tomorrow Plan of Conservation and Development. The following summarizes key elements of the Compact Residential designation; for more information, see pages 8.27-8.28 of the POCD:

- The purpose of the designation is to accommodate residential growth in compact, walkable developments accessible to employment, the University and shopping areas.
- Requests for rezoning/development approvals need to adequately address the following issues in accordance with the Plan's Sustainability Principles:
  - Minimizing and mitigating impacts to natural systems and resources;
  - Minimizing and mitigating impacts to the surrounding neighborhoods, including scale, height and massing of buildings, buffers, and impacts to community quality of life such as litter, noise, trespass and nuisance behavior;

    - Demonstrating the ability of the roadway network to accommodate additional traffic that would be generated by the development and providing alternative means of transportation to reduce traffic impacts on surrounding neighborhoods.
    - Identifying improvements to the surrounding transportation network to address capacity issues if the current system is not capable of supporting additional traffic in a manner that is appropriate to the context of the neighborhood;
    - Identifying techniques that will be used to promote resource conservation and reuse (energy, water, stormwater, waste, etc.) and minimize impacts from climate change (preservation of tree cover, natural infiltration of stormwater, etc.
    - Identifying practices that will be used to enhance connectivity, both for natural and developed areas.
    - Clustering of development to preserve open space; and
    - Identifying other sustainable design and green building practices as may be appropriate to the site and development.
  - Design objectives include:
    - Creating human-scaled, walkable environments through standards and guidelines based community design principles outlined in the POCD
    - Minimizing impacts on nearby low-density neighborhoods through use of design standards that include appropriate transitions

Additionally, the applicant's Statement of Justification indicates that 20% of the units will be affordable, consistent with Goal 7.1: "Mansfield's housing options include housing affordable to low and moderate income individuals and families." However, it should be noted that while these units will meet zoning regulations regarding maximum size, they will not be income restricted and as such will not be counted toward the goal of having at least 10% of all housing units be affordable to low and moderate income families.

CONSISTENCY WITH STATE AND REGIONAL LAND USE PLANS

2013-2018 CONSERVATION AND DEVELOPMENT POLICIES FOR THE STATE OF CONNECTICUT

The State Plan identifies six main growth management principles, each of which includes a series of policies to guide state agency actions.

- Growth Management Principle 1: Redevelop and Revitalize Regional Centers and Areas with Existing or Currently Planned Infrastructure
- Growth Management Principle 2: Expand Housing Opportunities and Design Choices to Accommodate a Variety of Household Types and Needs
- Growth Management Principle 3: Concentrate Development Around Transportation Nodes and Along Major Transportation Corridors to Support the Viability of Transportation Options
- Growth Management Principle 4: Conserve and Restore the Natural Environment, Cultural and Historical Resources and Traditional Rural Lands
- Growth Management Principle 5: Protect and Ensure the Integrity of Environmental Assets Critical to Public Health and Safety
- Growth Management Principle 6: Promote Integrated Planning Across All Levels of Government to Address Issues on a Statewide, Regional and Local Basis

All of the principles are consistent with the goals and vision expressed in the Mansfield Tomorrow POCD.

2014-2024 CAPITOL REGION PLAN OF CONSERVATION AND DEVELOPMENT

The CRCOG POCD identifies goals and policy recommendations to achieve a regional development pattern guided by four major themes: connected, competitive, vibrant and green. Specific goals and policies that apply to the proposed rezoning include:

- Land Use Goal A: Guide Growth to Regional Centers and Areas of Established Infrastructure
  - Policy Recommendation 1: Encourage residential, commercial, and industrial development in areas where adequate infrastructure is available
  - Policy Recommendation 2: Discourage residential and commercial development in areas that are out of scale relative to the size and capacity of those areas.
- Housing Goal D: Encourage and Support Rental Housing Stock, and the Expansion of Housing Opportunities for Renters

WINDHAM REGION LAND USE PLAN 2010

As the Capitol Region POCD was completed prior to Mansfield joining the Capitol Region, the land use map does not include Mansfield. Therefore, it is appropriate to consider the Windham Region Land Use Plan prepared in 2010 when evaluating requests for a change in zoning. The subject property is located in a designated regional center according to the Windham plan, which is described as follows:

"Regional Centers are the principle hubs of economic and social activity in the region. They provide services and opportunities to surrounding towns that could only be provided on a regional scale. Regional Centers generally have the densest development, public water and sewer systems, public transportation service and other public services. Having these characteristics in close proximity makes intensive land use most efficient and appropriate. . . .All development in Regional Centers must be sensitive to existing neighborhoods and environmental concerns."

ZONING MAP AMENDMENT APPROVAL CRITERIA

Pursuant to Article XIII, Section D, the Commission must determine that the applicant's proposal will promote the public's health, safety, property values and general welfare. Furthermore, the Commission is required to make the following findings:

1. THE PROPOSAL IS COMPLETE AND CONTAINS ALL REQUIRED INFORMATION.
   Pursuant to Article XIII, Section B, the applicant submitted an application form with accompanying statements of justification and a map of the lot to be rezoned; this map included properties within 500 feet of the subject property. Wetland boundaries were not depicted on the subject map; however, wetland boundaries were included in the documentation submitted as part of the special permit application that was submitted concurrently. **A signed and sealed copy of the map needs to be submitted.**

2. THE PROPOSAL IS CONSISTENT WITH THE GOALS, POLICIES AND RECOMMENDATIONS CONTAINED WITHIN THE MANSFIELD PLAN OF CONSERVATION AND DEVELOPMENT. THIS FINDING SHALL BE STATED ON THE RECORD, PURSUANT TO SECTION 8-3A OF THE STATE STATUTES.
   As noted, the subject property is located in an area designated for Compact Residential development. The Statement of Justification submitted by the applicant identifies approaches taken in the design of the proposed development to advance POCD goals and Sustainability Principles outlined in the POCD, including use of Low Impact Development (LID) stormwater management practices, use of available sewer and water infrastructure, and provision of 18 affordable units. As noted previously, the Compact Residential designation identifies several elements that need to be satisfactorily addressed as part of any rezoning or special permit project. Additional discussion on these elements can be found in the section of this report dealing with the proposed development.

3. THE PROPOSAL IS CONSISTENT WITH THE EXPRESSION OF REGULATORY INTENT AND PURPOSE CONTAINED IN THE PROVISIONS OF ARTICLE I OF THESE REGULATIONS AND SECTION 8-2 OF THE CONNECTICUT GENERAL STATUTES, AS AMENDED.
   As described in Article I of the Regulations, the zoning regulations have been designed to meet the Town's statutory responsibilities as outlined in the Connecticut General Statutes, as well as several purpose statements, including the protection of the community's health, safety and welfare, providing for orderly growth, protecting character and property values, encouraging safe and efficient vehicular and pedestrian circulation, encouraging a variety of housing and economic development opportunities and encouraging appropriate and compatible use of land within the various districts and throughout the town. Additional discussion on how the proposed development conforms to the Zoning Regulations is addressed in the section of this report dealing with the special permit application.

4. ANY PROPOSAL TO REVISE THE ZONING MAP HAS COMPREHENSIVELY CONSIDERED: THE SIZE AND PHYSICAL CHARACTERISTICS OF THE SUBJECT AREA; THE CHARACTER AND SUPPLY OF LAND CURRENTLY ZONED IN THE SUBJECT CLASSIFICATION; AND THE EFFECT OF THE PROPOSAL ON EXISTING LAND USES IN THE SURROUNDING AREA.
   As described in this memo, the proposed change would expand an existing DMR classification. The Commission through its adoption of the POCD has identified this area as a location where higher density development may be appropriate due to the availability of sewer and water infrastructure. The Meadowbrook Lane area is currently developed with a mixture of housing options, including single-family homes, Eastbrook Heights Condominiums and the first phase of the Meadowbrook Gardens project which is under construction. Due to the mixture of housing types, the project has been designed to include a landscape buffer along Meadowbrook Lane to minimize the impacts on other properties.

SUMMARY

The proposed Zoning Map amendment presents a policy issue for the Commission's legislative discretion. In addition to items that may be identified through public hearing comments, my review

indicates that the following items should be addressed by the applicant prior to the close of the public hearing:

- Submission of a signed and sealed copy of the Map requested by Article 13, Section B.4. This map is required to be signed and sealed by a surveyor licensed in the state of Connecticut.

ZONING MAP AMENDMENT NOTES

- The analysis and recommendations contained in this report are based on the following information submitted by the applicant:
  - Application to Amend the Zoning Map submitted February 9, 2016 and received by the PZC on February 16, 2016, including:
    - Statement of Justification dated January 11, 2016
    - Map of subject property prepared by dated January 8, 2016 prepared by Datum Engineering
    - Property Legal Description

- The following correspondence regarding the proposed development has been received:
  - Memo from Linda Painter, Director of Planning and Development dated April 27, 2016.

- Neighborhood Notification Forms are required to be sent to property owners within 500 feet of the subject property at least 10 days in advance of the scheduled public hearing. Pursuant to Article XIII, Section C, the notice must include the Statement of Justification, a map showing the subject zone change area, the date and time of the scheduled public hearing and the fact that the subject plans are on file in the Mansfield Planning Office. Copies of Article 13, Section D (Approval Considerations) and E (Adoption/Protests) must also be included in the notice. **Copies of the notice and certified mail receipts (dated April 22, 2016) have been provided to the Planning Office.**
- The Public Hearing on this item was opened on May 2, 2016 and must be closed by June 5, 2016 unless an extension is granted by the applicants.
- Before rendering a decision, the Planning and Zoning Commission must consider other referral reports, including that of the Inland Wetlands Agency, and public hearing testimony. A decision must be made within 65 days of the close of the Public Hearing unless the applicants grant a written extension.

SPECIAL PERMIT APPLICATION (PZC FILE 1284-3)

The applicant is requesting Special Permit approval to allow development of 36 apartment units as the second phase of the Meadowbrook Gardens project. The first phase involves the construction of 50 townhouse style units on the abutting property to the east. The proposed expansion will include one and two bedroom units in four 2-story buildings. The buildings will be placed around a central courtyard. Three of the four buildings will face directly onto the courtyard; the fourth and northernmost building will be separated from the courtyard by an extension of the driveway connection to the first phase.

The initial plans submitted by the applicant were reviewed by staff, the Open Space Preservation Committee, the Conservation Commission, the PZC's Design Review Panel and BSC Group, the consultant retained by the Commission to assist in the technical review of stormwater, traffic, wetland impacts and erosion and sedimentation controls. A revised site plan set dated April 11, 2016 was submitted in response to the comments provided during that initial review. The applicant also provided a narrative response to the comments in letters dated April 26, 2016 from Datum Engineering and Uniglobe Investment Company.

While the focus of the Special Permit is on the proposed new phase of the Meadowbrook Gardens development, staff did recommend a few changes to the first phase of development based on the initial plan review. These changes include revising the landscape plan for the buffer area on Meadowbrook Lane to be more consistent between the two phases and the installation of a fence along the eastern perimeter of the first phase to provide additional screening and clearly define the boundary between the Meadowbrook Gardens development and Eastbrook Heights Condominiums. Detailed recommendations on adjustments to the landscaping plan were provided by Rudy Favretti, a member of the Commission's Design Review Panel, at the request of staff.

COMPLIANCE WITH ZONING REGULATIONS

The following analysis is organized by five main types of regulations: Use, Design, Environmental, Site Access and Site Development/Performance Standards. As with the zoning amendment, signed and sealed copies of final plans will be required if approved.

USE REGULATIONS

Article 10, Section A.6 identifies specific regulations for the DMR Zone, including the following requirements:

- Projects must be connected to public water and sewer facilities.
- At least 5,000 square feet of area exclusive of watercourses, water bodies, inland wetland soils and steep slopes is required for each dwelling unit.
- The project site must be on or within 300 feet of an arterial or collector road.
- Dwelling units must meet certain minimum size requirements (475 sf for 3 or fewer rooms and 125 sf for each additional room).
- Buildings must be separated by a minimum of 50 feet.
- Parking spaces cannot be accessed directly from streets or internal roadways and must be set back at least 10 feet from buildings.
- At least 600 square feet of open space is required for each unit. The Commission may require the construction of recreational facilities for projects with 50 or more units.
- Courtyards must be a minimum of 50 feet wide and cannot be enclosed on all sides.
- Projects are encouraged to include a mix of housing types, however, no more than 20% of units can be in single and two-family dwellings. No more than 25% of units can exceed 2,400 square feet of livable floor area.
- At least 20% of units shall be designed and marketed for occupancy by low and moderate income persons. The affordability requirement is based on unit size and is not tied directly to income restrictions.

Based on information provided by the applicant as part of initial and subsequent submissions, the proposed project meets the requirements outlined above. It should be noted that with regard to open space and recreational facilities, the applicant has indicated that they will be modifying the rectangular green included in the first phase of development to include a community garden, bocce ball court, picnic tables and barbeque grills. These amenities will serve residents of both phases. The playground initially planned for the green will not be constructed. The applicant is also extending the Conservation Easement established for Phase 1 to the southern portion of Phase 2; this new easement area encompasses approximately 0.94 acres. **A revised plan for the green should be submitted for review and approval by the Chair and Zoning Agent prior to construction.** It should be noted that the OSPC also recommended that the PZC request a community benefits assessment for Sunny Acres Park.

The applicant has submitted a revised affordable housing plan for both phases of the project as part of this application. **While this plan uses the standard definition for affordable housing, the applicant will not be including any income restrictions in the project. This should be clarified in the plan.**

DESIGN REGULATIONS

Article X, Section R contains Architectural and Design Standards that are required for all special permit requests.

- *Site, Building Layout and Design Standards.* The proposed site plan expands on the village design theme established in the first phase with the introduction of a central courtyard as a focus for building orientation. Buildings comply with minimum setbacks and are placed away from the steep slope at the rear of the property. Facades are articulated with projections and recesses and include a high percentage of transparency. Colors and materials will be consistent with those used in the first phase of development.

- *Landscaping/Lighting/Site Improvement Standards.* Proposed light fixtures are metal halide, full-cutoff fixtures as required by the regulations. With regard to lighting location, it appears that no lighting is proposed within the courtyard or along long stretches of walkways. **As the courtyard functions as the entrance for most units, lighting needs to be addressed in this area. A revised lighting plan with footcandle details should be required prior to construction to ensure that adequate on-site pedestrian lighting is provided and ensure that there is no light spill off-site.**

  Initial staff comments included several recommendations regarding changes to landscape screening along Meadowbrook Lane and along the western edge of Phase 1 to better screen units currently under construction from new parking areas. **While some changes were made, it is staff's understanding that additional changes will be presented at the public hearing after the landscape architect consults with the member of the Commission's Design Review Panel that provided detailed recommendations regarding species selection and landscape screening along Meadowbrook Lane. These changes will include modifications to the landscaping for phase 1 along Meadowbrook Lane.**

- *Signs and Accessory Structures.* As the project is the second phase of an apartment development currently under construction, no additional signage is proposed.

ENVIRONMENTAL (WATER, WASTEWATER, FLOOD CONTROL, ETC.).

- *Aquifer Protection.* As the site is located within an area of Stratified Drift Aquifer according to the Mansfield POCD, the stormwater management plan need to be updated to address the requirements of Article 6, Section B.4.m regarding use of salts and chemicals for ice management.

- *Wetlands.* A concurrent wetlands application is under review by the Inland Wetlands Agency. BSC reviewed potential wetland impacts and their comments were addressed in the revised plans.

- *Stormwater.* The proposed stormwater management system includes both natural infiltration as well as engineered components. The system was reviewed by BSC and revised per their comments. The Conservation Commission recommended that more creative measures such as rain gardens be used; no changes have been made in this respect. The applicant has indicated in responses to comments that the stormwater design already includes numerous LID practices.

  The Open Space Preservation Committee and Conservation Commission both requested additional plantings and installation of a guard rail along the edge of the steep slope to better filter stormwater runoff and provide additional protection for vehicles. Plantings have been added along the southern edge of the parking area to address this concern.

- *Water and Wastewater.* The project will be served by Windham public water and sanitary sewer systems. Approval for the sanitary sewer service connection will require Mansfield WPCA approval as well.

SITE ACCESS (VEHICULAR, PEDESTRIAN, PARKING, LOADING, ETC.)

- *Traffic.* The applicant submitted a traffic study that was reviewed by BSC Group and updated based on their comments. As noted in BSC's May 11, 2016 memo, the proposed project will not require any off-site mitigation.

- *Vehicular Access.* The site will be accessed via new driveway connection to Meadowbrook Lane as well as a driveway connection to phase 1. Internal circulation is provided via a circular driveway providing parking and access to the rear of three of the proposed buildings. A separate driveway and parking area is located to the rear (north) of the fourth building. To facilitate emergency vehicle access to this parking lot, grass pavers will be installed to eliminate the need for emergency vehicles to back out of the parking area. This emergency vehicle access route will need to be plowed in the winter.

  BSC noted a few items in the revised plans that need to be addressed including sight triangles and

emergency vehicle access turning radii. In consultation with the Town Engineer, these items are considered to be minor and the applicant submitted drawings for review upon receipt of BSC's updated memo. Any additional changes needed after review could be addressed as a condition of approval.

- *Parking.* The proposed plan includes 85 parking spaces; a minimum of 72 are required. The OSPC recommended that the PZC review the proposed parking for consistency with best practices. The Conservation Commission expressed concern that additional parking may be needed if current regulations limiting occupancy to 3 unrelated individuals are changed. The westernmost space of the northern parking lot encroaches into the required front yard setback; this space needs to be removed or the parking lot needs to be shifted to eliminate that encroachment.

- *Pedestrian/Bicycle/Transit Access.* The site is currently not served by transit. The applicants are in the process of constructing a new sidewalk connection from the project to Sunny Acres Park; this sidewalk will be completed prior to issuance of Certificates of Occupancy for certain buildings in phase 1. The OSPC suggested that the sidewalk connecting Meadowbrook Gardens to Sunny Acres Park be extended to the ECSU ballfields transit stop. The applicant has indicated that they are not willing to construct this extension.

  The applicant has provided internal pedestrian connections between the two phases and within phase 2 to the new sidewalk. Bicycle racks for each building have also been identified; it is expected that final location of the bicycle racks will be adjusted after construction to meet the needs of residents.

  At the recommendation of staff, the applicant has identified a connection to the trail being developed as part of phase 1. The applicant should explore the potential for extending the trail within the proposed conservation easement area.

- *Refuse and Recycling.* Revised plans indicate that two dumpster areas will be provided. The northernmost dumpster pad is within the required 100 foot setback and needs to be relocated to a less intrusive location. Alternatively, the southern site could be size to serve the entire project, including both recycling and garbage facilities. Final sizing and design should be coordinated with the Town's residential solid waste contractor. A solid screen fence and gate that exceeds the height of the containers shall be required.

SITE DEVELOPMENT/PERFORMANCE STANDARDS

- *Removal of Topsoil Material.* The revised plans indicate that approximately 2,000 cubic yards of material will be relocated during the construction. The applicant has indicated that some of the material will be reused on-site and some will be trucked off-site. All excavation and trucking activity shall comply with the requirements of Article 10, Section H.5.a.

- *Landscape Buffers.* The Commission can require up to a 75 foot wide buffer adjacent to more restrictive zones or an existing residential use. The width of the buffer is to be determined with

reference to existing physical characteristics of the property, such as topography, flood hazard areas, etc. Where wetlands are involved, the buffer shall be as determined by the IWA.

The Eastbrook Heights Condominimum Association has requested installation of a fence along the east property line of the first phase to both screen the new development from the condominiums and prevent residents of Meadowbrook Gardens from using their property as a shortcut to the Big Y Plaza and Eastbrook Mall. The applicant has agreed to install a fence in their response to staff comments.

With regard to the western boundary the adjacent property is currently undeveloped; however it is also designated as Compact Residential in the POCD.

A note should be added to sheet 4 requiring protection of significant trees close to the limits of clearing and referring to the detail on sheet 10.

- *Parking Lot Landscaping.* Article 10, Section D.19 identifies several requirements for interior parking lot landscaping, including a requirement that interior parking lot landscaping equivalent to at least 10% of the total vehicular use areas be provided. Landscaping adjacent to buildings and perimeter landscape areas are not counted toward the requirement. While the applicant has indicated in their response to staff comments that the revised plans meet those requirements, no calculations or specifics have been provided.

SPECIAL PERMIT APPROVAL CRITERIA

Article V, Section B(5) of the Mansfield Zoning Regulations requires that the proposed project meet the following criteria in order to be approved:

- *The proposed project will not detrimentally affect the public's health, safety and welfare.*
- *All approval criteria cited in Article V, Section A(5), Site Plan Approval Criteria, of the regulations have been met.*
- *The proposed use is compatible with the Town's Plan of Conservation and Development (POCD).*
- *The location and size of the proposed use and nature and intensity of use in relation to the size of the lot will be in harmony with the orderly development of the town and other existing uses.*
- *Proper consideration has been given to the aesthetic quality of the proposal, including the architectural design, landscaping and proper use of the site's natural features. The kind, size, location and height of structures, the nature and extent of site work, and the nature and intensity of the use shall not hinder or discourage use of the neighboring properties or diminish the value thereof. All applicable standards contained in Article X, Section R shall be incorporated into the plans.*

SUMMARY

Provided the applicant is able to address the issues identified in this report to the Commission's satisfaction and no other issues are identified during the hearing that need to be addressed, the hearing should not need to be continued. If the Commission identifies additional items that need to be addressed prior to the close of the public hearing, an extension from the applicant will be needed.

SPECIAL PERMIT APPLICATION NOTES

- The analysis and recommendations contained in this report are based on the following information submitted by the applicant:
  - Application submitted February 9, 2016 and received by the PZC on February 16, 2016, including:
    - Statement of Use dated January 25, 2016
    - Map checklist-prepared by Edward Pelletier with Datum Engineering (undated and unsigned).
    - Traffic Impact Report prepared by F.A. Hesketh & Associates dated August 14, 2015
    - Meadowbrook Gardens Affordable Housing Plan dated February 2016
    - Design Statement, Drainage Calculations and Hydraulic Analysis prepared by Civil Engineering Services dated February 5, 2016
    - On-site Soil Investigation Report prepared by Connecticut Ecosystems LLC dated August 11, 2015
    - 10-page site plan set dated January 8, 2016 prepared by Datum Engineering.
    - 7-page architectural plan set prepared by Mark A. Comeau, Architect, dated February 3, 2016
  - Revised information submitted in response to initial staff comments:
    - Letter from Michael Yenke, Uniglobe Investment LLC dated April 26, 2016.
    - Letter from Datum Engineering dated April 26, 2016.
    - Report from Civil Engineering Services dated April 26, 2016
    - Email from Michael Yenke dated May 3, 2016
    - Meadowbrook Gardens Lease document
    - Updated traffic report and data prepared by F.A. Hesketh and Associates dated May 3, 2016
    - 11-Page Site Plan set revised through April 11, 2016 prepared by Datum Engineering
    - 7-page architectural plan set prepared by Mark A. Comeau, Architect, dated March 30, 2016
    - 7-page architectural plan set prepared by Mark A. Comeau, Architect, dated April 15, 2016
    - Email from Michael Yenke dated May 11, 2016
- The following correspondence regarding the proposed development has been received:
  - Email from Steven Frederick, 69 Circle Drive, dated February 26, 2016
  - Memo from Peter Miniutti (Design Review Panel) dated March 2, 2016
  - Memo from Fran Raiola, Deputy Chief/Fire Marshal, dated March 10, 2016

- Memo from Rudy J. Favretti, FASLA, dated March 29, 2016
- Letter from Will Walter, PE, BSC Group, dated March 31, 2016.*
- Memo from Linda Painter, Director of Planning and Development dated April 27, 2016.
- Letter from Will Walter, PE, BSC Group, dated May 11, 2016.
- Memo from Fran Raiola, Deputy Chief/Fire Marshal, dated May 12, 2016*

*BSC Group is the consultant retained by the Commission to assist in review of the application.

- Neighborhood Notification Forms were required to be sent to property owners within 500 feet of the subject property in accordance with Article V, Section B(3)(c) of the Mansfield Zoning Regulations. Copies of the notice and certified mail receipts (dated April 22, 2016) have been provided to the Planning Office.
- The Public Hearing on this item was opened on May 2, 2016 and must be closed by June 5, 2016 unless an extension is granted by the applicant.
- Before rendering a decision, the Planning and Zoning Commission must consider other referral reports and public hearing testimony. A decision must be made within 65 days of the close of the Public Hearing unless the applicants grant a written extension.

Town of Mansfield
Mansfield Fire Department

To: Planning and Zoning Commission

From: Fran Raiola, Deputy Chief/Fire Marshal

CC: Linda Painter, Director of Planning

Date: May 12, 2016

Re: Meadowbrook Gardens – Meadowbrook Lane PZC #1284-3

After reviewing the revised plans dated April 11, 2016 for the above referenced project for compliance with the Town of Mansfield Regulations for Fire Lanes and Emergency Vehicle Access, I have the following comments.

1. The submitted plans appear to substantially meet the requirements for Fire Lane and Emergency Vehicle Access.
2. The scope of this review is for compliance with The Town of Mansfield Fire Lane Regulations to ensure adequate access for emergency vehicles only. The applicant is required to apply for a building permit and submit plans and specifications to the Building Department and the Office of the Fire Marshal, to determine compliance with Fire and Building codes.

BSC GROUP
Transportation ▪ Energy ▪ Land Development

300 Winding Brook Drive
Glastonbury, CT 06033

Tel: 860-652-8227
800-288-8123

www.bscgroup.com

May 11, 2016

Town of Mansfield Inland Wetland Agency
Town of Mansfield Planning & Zoning Commission
Attention: Ms. Linda Painter
Director of Planning and Development – Town of Mansfield
Audrey P. Beck Municipal Building
4 South Eagleville Road
Mansfield, CT 06268

RE: BSC Review of Applicant Plan Revisions and Response Comments
Meadowbrook Gardens
Special Permit Application and Inland Wetlands License

Dear Planning & Zoning Commission and Inland Wetland Agency Members and Ms. Painter:

BSC has completed its review of the applications plan revisions and response comments to our peer review dated March 31, 2016. The reviewed documents included:

- The plan set "Meadowbrook Gardens, 91-93 Meadowbrook Lane, Mansfield Center, CT 06250," Uniglobe Investments, LLC, 73 Meadowbrook Lane, Mansfield Center, CT 06250, January 8, 2016, Revised April 11, 2016.
- Response Letter by Datum Engineering & Surveying, LLC, 132 Conantville Road, Mansfield Center, CT 06250, April 26, 2016 and accompanying computations dated April 26, 2016.
- "Traffic Impact Report, Meadowbrook Gardens, Meaowbrook Lane, Mansfield, CT, Draft 3" by F.A. Hesketh & Associates, Inc., August 14, 2015, Revised May 3, 2016.

Stormwater Review

We are satisfied that the plan revisions have addressed our March 31, 2016 comments.

Erosion & Sedimentation Control Review

We are satisfied that the plan revisions have addressed our March 31, 2016 comments.

Sanitary Review

We are satisfied that the plan revisions have addressed our March 31, 2016 comments.

Wetlands Review

We are satisfied that the plan revisions have addressed our March 31, 2016 comments.

Traffic Impact Study

Engineers
Environmental Scientists
Custom Software Developers
Landscape Architects
Planners
Surveyors

Although a revised traffic impact study was provided, the applicant did not provide specific responses to our March 31, 2016 comments. We have therefore provided below our original comments, with our own follow-up comments in bold italics. Our follow-up comments are based on our review of the revised traffic impact study.

1. Traffic Counts - The traffic turning movement counts were collected in late June and early July of 2015. Eastern Connecticut State University is located approximately one mile from the project site and the University of Connecticut is located approximately six miles from the project site. Both of these universities significantly affect the traffic volumes in the area which would not have been reflected in the traffic data that was collected since the academic year had ended. We would recommend that the traffic information at a minimum be seasonally adjusted to account for this condition or new data be collected and analyzed.

   New traffic counts were collected on April 29, 2016, which confirm that off-site traffic mitigation is not required.

2. The report does not include any discussion or analysis of the intersection of Meadowbrook Lane and Mansfield City Road. All traffic heading to or from the west and south of the project site will travel through this intersection and therefore we recommend it should be studied.

   Traffic data was collected and a capacity analysis has been provided for Meadowbrook Lane and Mansfield City Road, which indicates that off-site mitigation is not required.

3. Sight Distance - We concur that the proposed site driveway location appears to have sufficient sight distance to allow ingress and egress to the site. Please confirm that any proposed driveway landscaping or signing does not block the required sight lines. No sight distance triangle diagrams were provided.

   The applicant has not provided sight distance triangles.

4. Turning Movements - The report states that an SU-30 design vehicle was used to determine the layout of the proposed site driveway which is in concurrence with the ConnDOT Highway Design Manual for a minor commercial drive. However, no turning movement graphics we provided for review. Additionally, we would recommend that the Town of Mansfield emergency personnel be given the opportunity to comment regarding emergency vehicles access into as well as circulation throughout the entire proposed site.

   The applicant has not provided turning movement graphics and we do not know if Town emergency personnel have been given the opportunity to comment regarding emergency vehicle access.

5. Trip Generation – It is discussed that the two Meadowbrook Garden developments will have separate access points onto Meadowbrook Lane as well as the proposed internal connection. We would suggest that the two developments be analyzed

separately as there will not likely be many trips that cross the developments to utilize another driveway. The trip distribution showing 134% instead of 100% is not standard. As noted in the report, this could account for some variation in the distribution and given the small volumes would not likely have a large impact on the analysis.

No comment has been provided. It is our opinion that this variation would most likely not impact the analysis.

6. The site location referenced as Figure 1 was not provided. Please provide.

   A site location has been provided in the updated report.

7. Description of the Area – the 3rd paragraph states "Conantville Road originates at an un-signalized intersection with S.R. 632 (North Frontage Road)." This intersection appears to be signalized. Please clarify.

   This clarification was not provided, however, this does not impact the analysis.

8. Table 2 indicates that the traffic data is for EB only but the data provided in the appendix appears to indicate it is for both directions. Please clarify.

   This clarification was not provided, however, this does not impact the analysis.

9. Capacity Analysis and Traffic Impact

   a. The LOS for the intersection of Route 195 and Conantville Road will be reduced to LOS D in the future condition. Although there is a decrease in the LOS, as noted in the report the increase in the delay is minor.

      A capacity analysis has been provided and indicates that traffic mitigation is not required.

   b. Intersection Analysis does not include discussion or analysis of the intersection of Meadowbrook Lane and Mansfield City Road.

      A capacity analysis has been provided and indicates that traffic mitigation is not required.

10. Crosswalk – a proposed midblock crosswalk is shown on the submitted plans but lack proposed signing. Please provide appropriate signing and pavement markings that meet Town, ConnDOT, and MUTCD standards.

    The crosswalk has been removed from the plan and it therefore appears that signage and detailed pavement markings are not required.

Please do not hesitate to contact our office with any inquiries you may have.

Very truly yours,
BSC Group-Connecticut, Inc.

Will Walter, PE, LEED AP
Manager of Civil Engineering

Linda M. Painter

From: michael yenke <yenke@mac.com>
Sent: Wednesday, May 11, 2016 12:57 PM
To: Linda M. Painter
Subject: Re: Meadowbrook Gardens - BSC Response to Applicant Revisions

Hi Linda

The site lines and emergency vehicle turning radius topics are not problem and we will overlay the site plans with the visuals to reflect this and wrap that up today. We did highlight the addition of the pavers for emergency vehicle entry and exit, the emergency vehicle flow overlay will depict this.

For item 5 the engineer used a worst case scenario study by limiting the entries / exits for the site to 1 and by modeling with 67% of the traffic turning right and 67% turning left (totaling 134% of projected traffic). Even with these 'worst case scenario' variables the study demonstrated that no modifications would be required. What is the value of modeling out a scenario depicting fewer trips when the higher number does not require any modifications?

The points raised in items 7 and 8 are typos that we will correct. In item 7 the engineer used the wrong name of a road and for item 8 the column that says east bound should say total traffic. As BCS highlights these issues have no impact on the overall analysis.

Have Fun,
Michael
617-216-7301

On May 11, 2016, at 9:40 AM, Linda M. Painter <PainterLM@mansfieldct.org> wrote:

> Good Morning-Please see the report from BSC regarding your updated plans. You will note that the review focuses on the traffic report and that there appear to be a few items outstanding. Please let me know how quickly these can be addressed.
>
> Thanks,
>
> Linda
>
> ---
>
> **From:** Walter, William G. [mailto:wwalter@bscgroup.com]
> **Sent:** Wednesday, May 11, 2016 9:14 AM
> **To:** Linda M. Painter <PainterLM@mansfieldct.org>
> **Cc:** Jessie Richard <RichardJL@mansfieldct.org>; John C. Carrington <CarringtonJC@mansfieldct.org>; Jennifer S. Kaufman <KaufmanJS@MANSFIELDCT.ORG>
> **Subject:** Meadowbrook Gardens - BSC Response to Applicant Revisions
>
> Linda – attached is our response letter. Please call or email with any questions.
>
> Thanks,
>
> **Will Walter, PE, LEED AP | Manager of Civil Engineering**
>
> **BSC Group**
> 300 Winding Brook Drive | Glastonbury | CT 06033

main | 860-652-8227 EXT 4548
direct | 617-896-4548
cell | 860-818-1399

<2016-05-11 BSC Review of Applicant Response - Meadowbrook Garden.pdf>

Linda M. Painter

From: michael yenke <yenke@mac.com>
Sent: Tuesday, May 03, 2016 2:17 PM
To: Linda M. Painter; Jessie Richard
Subject: lease and traffic data
Attachments: Traffic 2016.pdf; Lease no data.pdf

Hello

Here is the soft copy of our lease (with the numbers and names removed) as well as the raw data from the latest traffic analysis. The final wording on the report will follow, however it really does not change given that the numbers don't vary much. From the prior BCS review I know they were interested in the data so i figured I'd get it over.
The lease is to show how we are managing numbers of tennants, behavior etc.

Michael

LEASE AND RENTAL AGREEMENT

This Lease and Rental Agreement ("Lease") is made between **UNIGLOBE INVESTMENT, LLC** ("Landlord" or "Owner") acting herein by **Uniglobe Management Group** ("Manager"), its duly authorized agent, and **NAME** ("Tenant"), subject to all terms and Schedules contained herein and attached hereto. The terms "Building" and "Property" refer to Meadowbrook Apartments.

Occupancy is limited to the people named below:

1. **NAME**
2. **NAME**
3. **NAME**

1. APARTMENT LEASED
Landlord agrees to lease to Tenant, and Tenant does hereby rent the following apartment (referred to in this Lease as either the "Leased Premises", "premises" or "Apartment"):

[___] Meadowbrook Lane [#__]
Mansfield, CT 06250

2. TERM
The Lease will be for **12 month(s)** and **0** days beginning _____ and ending _____**, 12:00pm.** The Lease will automatically terminate at the end of each term, unless Tenant sends to the Landlord a written notice of Tenant's election to renew the Lease at least one hundred eighty (180) days before the end of the term. This notice must be sent in accordance with Section 39. Such renewal will be subject to the terms, covenants and conditions contained in this Lease. In the event that Tenant does not renew the Lease by written renewal for an additional term and does not vacate the Apartment at the end of the term of this Lease, then Tenant shall be deemed a holdover tenant and tenancy shall be monthtomonth, with monthly rent at one hundred fifty percent (150%) of the then rental rate previously in effect immediately prior to the termination of this Lease. Either Tenant or Landlord can terminate the monthtomonth lease as of the last day of any calendar month by giving one calendar month's written notice to the other party. All other terms of the current Lease shall apply in the event of any such holdover.

3. POSSESSION AND USE
Landlord shall give possession of the Apartment to Tenant for the Term. Tenant may not enter the Apartment until the date the Lease begins. Tenant shall take possession of and use the Apartment only as a private residence. Tenant shall not use the Apartment for any business, professional or unlawful purpose. Tenant shall not allow the Apartment to be vacant during the term.

4. RENT, LATE CHARGES AND DISHONORED CHECKS
a. Rent, (including Additional Rent discussed in the Lease) must be made payable to "**Uniglobe Investment LLC**" and mailed or delivered to Landlord c/o its Manager at:

Uniglobe Management Group LLC
Meadowbrook Apartments
73 Meadowbrook Lane
Mansfield, CT 06250

or upon written notice to Tenant by Landlord, rent will be mailed or delivered to address stated in notice. Tenant agrees to pay a total rent for the term of this Lease in the amount of **$** So long as Tenant is not in default of the provisions of this Lease, Tenant shall be permitted to pay the rent as follows: first partial month (if applicable) installment of **$**, followed by successive equal monthly installments of **$**. Rent payments will be due by the 1st day of each month. All Rent and Security Deposits must be made by check, money order, or paid online. 1st month's Rent and Security Deposit must be made by a money order, bank check, or credit/debit card. Rent is not considered paid until received in full by Landlord. Rent is to be paid without offset or deduction of any kind except as specifically allowed by law. Each Tenant is individually and personally responsible for the entire rental payment and other provisions of the Lease. Any arrangement for contributions or payments between Tenants does not affect or bind Landlord. In the event payment is made by check, the return of one check for any reason will place Tenant on a money order or certified check payment basis only. If Tenant should fail to make any rental payment by the 10th of the month, **a late charge of 5%** of rent shall be due and owing to Landlord. If Tenant's check shall be dishonored by a bank on which it is drawn, a charge for handling same in the amount of **$35** shall be due and owing to Landlord. No personal checks will be accepted after the 10th of each month; only certified checks, bank checks, or money orders will be accepted after the 10th or after a tenancy action for non-payment of rent has been commenced. Each additional charge must be paid as Additional Rent with the monthly payment. Time for payment is material and of the essence and late payments also subject Tenant to termination of the Lease. No third party checks will be accepted.

All rental payments will be applied to the oldest outstanding balance, whereby late fees shall accrue on new monies should old payments go unsettled. Tenant further agrees that Landlord has the exclusive right to determine how Tenant's payments are applied toward the obligations of this rental agreement (i.e. rent, late charges, violation charges, unpaid deposits, etc.). Tenant will be responsible for the full rent of the month in which Tenant vacates.

b. JOINT, SEVERAL, AND INDIVIDUAL LIABILITY. If there are multiple people listed as "Tenant" under this Lease, each Tenant agrees that each Tenant is jointly, severally, and individually bound by, and liable under, the terms and conditions of this Lease, regardless of fault or responsibility. A judgment entered against one (or more) Tenant shall not bar an action against other Tenant. In other words, each and every Tenant is personally and collectively (together) responsible for making sure that all Rent and any Additional Rent is paid and all other obligations are complied with under the Lease.

5. ADDITIONAL RENT

If Tenant fails to comply with any agreement or obligation in this Lease, Landlord may charge the applicable cost of complying as Additional Rent. Any charges when applicable for utilities refuse, pets, cable, rent premiums, short term fees, corporate fees, pool, fitness center, parking, garage(s), and any other fee shall be deemed Additional Rent. This includes reasonable fines set forth in the Lease, as well as reasonable attorney's fees in the amount incurred by Landlord as a result of Tenant's violation of any Lease agreement or obligation. The Additional Rent shall be due and payable as Additional Rent with the next monthly rent payment. Non-payment of Additional Rent gives Landlord the same rights against Tenant as if Tenant failed to pay the Rent.

6. SECURITY DEPOSIT AND MOVE OUT PROCEDURES

Tenant will deposit **$** upon signing this Lease as security for Tenant's full performance of this Lease. The security deposit shall be held in trust by Landlord during the Term of this Lease. Landlord may deduct any costs incurred for Tenant's failure to comply with any agreements in this Lease. If any costs exceed the Security Deposit, Tenant shall pay any additional amounts to Landlord. If Landlord uses the Security during the Term, Tenant shall pay Landlord within five (5) days of demand the amount spent. The security is not to be used by Tenant for the payment of Rent without Landlord's prior written consent. Additional security may be required upon the renewal of this Lease.

At the end of the Term, Tenant shall at its sole cost and expense (a) leave the apartment clean, (b) remove all Tenant's property, (c) repair all damage caused by moving, and (d) return the Apartment to Landlord in the same condition as it was at the beginning of the Term except for normal wear and tear. If Tenant leaves any property in the Apartment, Landlord may (a) dispose of it and charge Tenant for the cost of disposal, or (b) keep it as abandoned property. Security will not be released unless the following obligations are met by Tenant: (a) the entire Apartment, including range, refrigerator, dishwasher (if any), bathroom, closets and cabinets are clean; (b) painted walls restored to original color; (c) contact paper, wallpaper and stickers removed from walls and ready for painting; (d) no indentations or scratches in wood or resilient floorings caused by moving; (e) all keys returned, and if not, new locks installed at Tenant's expense; (f) all rent, late charges, and other costs are timely paid; (g) forwarding address left with management, (h) all carpets are required to be cleaned prior to vacating the premises.

If Tenant's security deposit on account with Landlord is deficient, Landlord may demand to have the difference paid and collectable in the same manner as rent. Landlord, in the alternative, may credit any payment made by Tenant against Tenant's security deficiency with the balance credited to the rent. Landlord may transfer any accrued interest on Tenant's security deposit to any security deposit shortage, and Tenant authorizes Landlord to do so. Security Deposit will be refunded by check, mailed to the forwarding address, payable to Tenant in accordance with Connecticut State statutes.

7. NO ASSIGNMENT OR SUBLETTING

Tenant may not do any of the following without Landlord's prior written consent, which consent may be withheld in Landlord's sole discretion: (a) assign this Lease, (b) sublet all or any part of the Apartment or (c) permit any other person to use the Apartment except as a temporary guest, for a period not to exceed three (3) days. *Landlord reserves the right to inspect Apartment for additional occupants if Landlord has reasonable cause to suspect illegal occupancy and to declare a default under this Lease.*

8. VIOLATION, EVICTION AND RE-ENTRY

If Tenant violates any terms or conditions in this Lease, Landlord may at any time thereafter, as allowed by law, re-enter and repossess the Apartment by summary process proceedings (eviction) and Landlord may move Tenant and Tenant's possessions and belongings out in accordance with State law and without Landlord's incurring any liability. Moreover, if Landlord gives Tenant a notice to quit and/or requests the courts to evict Tenant, and while Tenant is still occupying the Apartment, Tenant makes a payment that Landlord accepts, it will be accepted as what is referred to as "use and occupancy" only and <u>not</u> Rent with full reservation of Landlord's rights to continue with the eviction action, unless Landlord agrees, in writing, to reinstate Tenant as a tenant in good standing under this Lease. Landlord shall provide to Tenant any and all notices as may be required by applicable State law, based on the nature of any default committed under the Lease.

9. DAMAGES
Tenant is liable for all damages caused by Tenant's violation of any agreement in this Lease. This includes reasonable attorney's fees and costs. All damages shall be paid as Additional Rent. After eviction, Tenant shall pay the Rent for and during the Term or until Landlord re-rents the Apartment, whichever comes first. If Landlord re-rents the Apartment for less than Tenant's rent, Tenant must pay the difference until the end of the Term. If Landlord re-rents the Apartment for more that Tenant's Rent, Tenant is not entitled to the excess. Tenant shall also pay (a) all reasonable expenses incurred by Landlord in preparing the Apartment for re-renting and (b) commissions paid to a broker for finding a new tenant.

10. QUIET ENJOYMENT
So long as Tenant pays the Rent and performs all of its obligations under the Lease the Tenant's possession of the Apartment will not be disturbed by the Landlord.

11. UTILITIES AND SERVICES
Landlord agrees to provide Tenant with heat and hot water in sufficient quantities as may be required by law or ordinance during the term of the Lease, as well as internet service. Any unit consuming a volume of water greater than 15% above the per unit average for water consumption for any given billing period will be billed for the full amount of that billing period's water and sewer charges. Landlord is not liable for any stoppage, interruption or reduction of any services beyond Landlord's control. This does not excuse Tenant from paying Rent. The Rent set forth in the Lease does not include any amount for electric service. Moreover, Tenant acknowledges that internet is a shared service and while Landlord shall have no responsibility to edit, censor, review or take responsibility for any information Tenant or any of Tenant's guests may create, view or place on the internet, Tenant shall not use the internet or allow the internet to be used in any criminal, illegal or unauthorized manner or activity and any such use will be a default under this Lease. Any violation of the Digital Millennium Copyright Act is a breach of this Lease. Tenant shall not attempt to degrade the performance of the internet service or hamper the ability of others to use the internet. Tenant shall not use so-called rogue devices, such as modems or routers, or take any measures to interfere with Landlord's internet systems by configuring devices connected to the Landlord's network so that one may communicate on Landlord's network using the internet protocol. Tenant's use of the internet is at its sole risk and Landlord is not responsible for Tenant's equipment, programs or software. Landlord is not responsible for slow internet or others taking up significant bandwidth. **LANDLORD RESERVES THE RIGHT TO INTERRUPT TENANT'S INTERNET SERVICE IN RESPONSE TO ANY BREACH OF THIS LEASE INCLUDING, WITHOUT LIMITATION, A BREACH OF THIS PARAGRAPH.**

12. TENANT'S REPAIRS AND MAINTENANCE
Tenant shall:

(a) Be liable for the cost of repairing all damage caused by Tenant's act or negligence. This includes damage caused by Tenant's family, domestic employees and visitors or guests of Tenant;
(b) Promptly notify Landlord of conditions which need repair;
(c) Take good care of the Apartment and all equipment and fixtures in it;
(d) Obey any written instructions of Landlord for the care and use of the appliances, equipment and other personal property in the Apartment;
(e) Keep the Apartment and any other part of the Building in which the Apartment is located, used by Tenant clean and safe;
(f) Remove from the Apartment all garbage and debris and placed in sealed plastic bags, then placed in provided garbage receptacles. Garbage receptacles must be stored in garage when not being picked up. Newspapers and magazines must be placed in recycling bins when applicable;
(g) Use all electric, plumbing and other facilities safely;
(h) Do nothing to cause a cancellation or an increase in the cost of Landlord's fire or liability insurance;
(i) Use no more electricity than the wiring to the Apartment or feeders to the Building can safely carry;
(j) Do nothing to destroy, deface, damage, or remove any part of the Apartment or Building;
(k) Keep nothing flammable or dangerous in the premises;
(l) Do nothing to destroy the peace and quiet of Landlord, other Tenants, or persons in the neighborhood;
(m) Tenant is prohibited from engaging in or conducting any drug related criminal activity, any illicit or illegal activity in the apartment or on the premises. Tenant shall not use the premises for any illegal purpose;
(n) Personal belongings left in common areas will be considered as abandoned articles and will be discarded as such;
(o) Should tenant dispose of comingled garbage in recycling facilities, the cost to empty container will be billed Tenant as Additional Rent;
(p) At no time is propane allowed to be on the premises. Should propane be found, Landlord has the right to dispose of the propane immediately. Failure to comply will be a direct violation of this Lease and is grounds for eviction;
(q) Notify Landlord of any leaks, cracks, mildew, or mold or other condition in the Apartment immediately;
(r) Tenant must allow access to Landlord when repairs are needed.

13. LANDLORD'S REPAIRS AND MAINTENANCE
Landlord shall:
(a) Maintain the common areas of the Building and grounds in a clean condition;
(b) Make any necessary repair to the Apartment and vital facilities within a reasonable time after notice by Tenant;
(c) Provide exterminating service as required;
(d) Should Tenant not adhere to notice of removal, Landlord may execute the right to enter the premises and remove said changes or additions.

14. ACCESS TO APARTMENT
Landlord shall have access to the Apartment on reasonable notice to Tenant to (a) inspect the Apartment, (b) make necessary repairs, alterations, or improvements (c) supply services, and (d) show it to possible renters, buyers, mortgage lenders, contractors and insurers. Landlord may show the Apartment to rental applicants at reasonable hours on notice to Tenant within three (3) months before the end of the Term. Landlord may enter the Apartment at any time without prior notice to Tenant in case of emergency.

15. NO ALTERATIONS OR INSTALLATION OF EQUIPMENT
Tenant may not make any changes or additions to the Apartment without Landlord's prior written consent, which consent may be denied in Landlord's sole discretion. This rule includes, but is not limited to:
(a) installation of paneling, flooring, built-in decorations, window coverings, partitions, moldings, or any other fixture drilled into or attached to the floors, walls or ceilings;
(b) installation of any locks;
(c) painting, wallpapering, or other decorations;
(d) installation of any equipment or wiring within or attached to the Building;
(e) change in the plumbing, cooking, air conditioning, electrical or heating systems;
(f) alteration of basement areas or garages;
(g) satellite dishes.

All changes or additions made without Landlord's written consent shall be removed by Tenant on demand at Tenant's expense. All changes or additions made with Landlord's written consent shall become the property of Landlord when completed and paid for by Tenant. They shall remain as part of the Apartment at the end of the Term, unless Landlord demands that Tenant remove them. Tenant shall promptly pay all costs of any changes and additions. Tenant shall not allow any mechanic's lien or other claim to be filed against the Building. If any lien or claim is filed against the Building, Tenant shall have it promptly removed.

16. FLOORS
Landlord shall supply wall-to-wall carpeting in some apartments in some rooms. Where apartments have carpeting installed, it is the Tenant's responsibility to periodically clean and maintain the carpet. Landlord may supply vinyl, laminate or hardwood flooring in some apartments. Where apartments have vinyl, laminate or hardwood installed, it is the Tenant's responsibility to cover 80% of the vinyl, laminate or hardwood with area rugs or other style carpeting of their choice providing it is not affixed to the flooring, excluding kitchens and bathrooms. Landlord may supply laminate flooring in certain areas of some apartments. Where laminate flooring is installed, Tenants are required to use the appropriate care and cleaning methods as indicated on the instruction sheet provided by management. Any damage to the floors caused by Tenant shall be the responsibility and cost of Tenant.

17. FIRE AND OTHER CASUALTY
Tenant agrees that Tenant is responsible to test all fire warning devices in the Leased Premises to ensure they are working properly. Tenant agrees to notify Landlord immediately if a warning devise is not operating. Tenant agrees not to disable or interfere with the operation of any fire warning device. Should an agent of Landlord find that a warning device has been dismantled, the fire marshal will be notified and a fine imposed at the cost of Tenant. Tenant agrees to read carefully all posted regulations and to learn all fire escape routes and locations of fire escapes. Tenant is responsible to notify the Manager when their unit fire extinguisher is expiring so the Manager can replace it, if applicable. Tenant is responsible for replacing batteries in their smoke detectors. Any tenant that causes a smoke detector, pull station or heat sensor to trip because of their negligence or misconduct, will pay the fine imposed upon the Premises by the fire department. Tenant will also be charged the overtime incurred by maintenance personnel to respond and reset the alarm system. These charges will be charged as Additional Rent. Tenant is liable for its own acts and neglect including casualty and fire loss of Tenant's family, employees, guests and agents. Tenant shall notify Landlord at once of any fire or other casualty in the Apartment. Tenant is not required to pay Rent when the Apartment is unusable. If part of the Apartment can be used for living purposes, Tenant must pay Rent pro-rata for the useable part. If the Apartment is partially damaged by fire or other casualty not caused by the act of neglect of Tenant Landlord shall repair it as soon as possible. This includes the damage to the Apartment and fixtures installed by Landlord. Landlord need not repair or replace anything installed by Tenant. Either party may cancel this Lease if the Apartment is so damaged by fire or other casualty that it cannot be repaired within 90 days. If the parties cannot agree, the opinion of a contractor chosen by Landlord and Tenant will be binding upon both parties. Tenant may not

cancel this Lease if the fire or casualty is caused by the act or negligence of Tenant. This Lease shall end if the Apartment is totally destroyed without the act of negligence of Tenant. The Rent shall be paid to the date of destruction.

18. LIABILITY OF LANDLORD AND TENANT
Landlord is not liable for loss, injury or damage to any person or property unless it is due to Landlord's act or neglect. Tenant must pay for all acts of neglect of Tenant and Tenant's family and its agents and guests. This information is strictly for advice and Landlord is not responsible for securing insurance for Tenant. In all cases, it is Tenant's responsibility to insure and protect the contents of the apartment.

19. RENTER'S INSURANCE
Prior to taking occupancy, Tenant MUST obtain renter's insurance covering the rental unit and Tenant's personal property with no less than **$100,000** in Personal Liability Coverage and **$10,000** in Personal Contents Coverage through the term of the Lease and any subsequent renewals. A copy of the insurance certificate shall be delivered to Landlord, and shall name Landlord as an Interested Party. Coverage will include damage to property of tenant, tenant's family & tenant's guest(s) and coverage for injury to people on or about Leased Premises that include tenant, tenant's family or tenant's guest(s). Tenant agrees to comply with the renter's insurance policy as per the above:

Initials:_____ Initials:_____ Initials:_____
Initials:_____ Initials:_____ Initials:_____

20. SUBORDINATION TO MORTGAGE
Tenant's rights as provided for in the Lease are and shall be secondary (subordinate) to any mortgages now on the premises or which may be put on the premises in the future. Any and all of those mortgages are a superior and prior lien to the Lease upon recording of any mortgages regardless of the date of the recording. This means that if any holder of any mortgage elects to foreclose or otherwise acquire ownership of the Apartment and/or the Building, that mortgage holder can terminate this Lease, since this Lease is subordinate to any such mortgage or that mortgage holder can elect to continue this Lease. And if this Lease is continued under these circumstances, Tenant agrees to be the "Tenant" under this Lease and acknowledge and accept such mortgage holder as the "Landlord" under this Lease. Also, in order to legally subordinate the Lease to any mortgage it may be desirable to sign more documents. For that purpose, Tenant agrees to sign additional documents, if necessary, without cost. If, however, Tenant refuses to sign a subordination agreement Landlord has the right to terminate the Lease at no cost or damage to Landlord.

21. RULES AND REGULATIONS
Tenant must comply with the Rules and Regulations. The Rules and Regulations are made part of this Lease as provided as an addendum to this Lease. Landlord reserves the right to rescind, cancel, add or modify any of the Rules and Regulations from time to time as may be deemed necessary for the safety, care and cleanliness of the premises and for securing the comfort and convenience of all Tenants and for the management of the premises. However, any changes do not become effective until ten (10) days after Tenant receives a copy of them. And, if any changes in rules or regulations create an important or substantial change in the Lease, Landlord cannot enforce the change until Tenant has received a copy and agreed in writing to the new Rules and Regulations. This requirement may, however, be waived in the event of an emergency or condition that affects the health or safety of all tenants.

22. PET INFORMATION
No pets are allowed in the Apartment, unless allowed for and subject to the Pet Agreement Rules and Regulations which is made part of this Lease as an attached addendum. Violation of anything contained in Pet Agreement Rules and Regulations will constitute a default under this Lease and entitle Landlord to terminate this Lease. No guests or visitors of Tenant will be allowed to have any pets in the Apartment as well.

23. APPLIANCES AND SMOKE DETECTORS
Any appliances provided by Landlord are provided without representation as to their condition or quality. Tenant shall be responsible for the replacement of batteries in smoke detectors. In the event any repairs are required for the appliances provided by Landlord, Tenant agrees to give prompt notice to Landlord of such required repairs. Any damage caused by Tenant due to negligence shall be Tenant's responsibility for any costs to repair or replace.

24. FAILURE TO GIVE POSSESSION
If Landlord cannot give possession of Tenant on the date when the term of the Lease is to begin, Landlord shall not be liable for such failure, and the rent shall be abated until Landlord is able to deliver possession. However, Landlord will not be responsible for any expenses or damages that result from the delay and it shall not give Tenant the right to terminate this Lease, unless if Landlord is not able to deliver possession to Tenant after thirty (30) days of the beginning date, in which case Tenant may cancel and terminate this Lease in writing, and have the return of its security deposit.

25. LANDLORD'S WARRANTY OF HABITABILITY AND NON-LIABILITY IN CERTAIN INSTANCES
Landlord warrants the habitability of the premises. However, Landlord shall be exempt from any and all liability for any damage or injury to person or property caused by or resulting from any cause or happening whatsoever, unless the damage or injury is caused by or due to the negligence of Landlord. Tenant shall give to Landlord prompt written notice of any accident, or defects in the premises immediately, not later than three (3) days, which defects shall be remedied by Landlord with due diligence. From time to time there may be interruption in some or all of the services furnished due to the necessity of repair or some unanticipated event not reasonably within Landlord's control to prevent. In case of such interruption of service, Landlord will make a reasonable effort to restore service, in which event Landlord shall have no obligation to repair unless written notice is received by Landlord of the condition.

26. TENANTS APPLICATION
Tenant's written application for an Apartment is hereby incorporated into and made a part of this Lease, including the Pet Application, when applicable. A misrepresentation or a false statement in Tenant's application shall constitute a default under this Lease and entitle Landlord to terminate the Lease.

27. EXTERMINATION
Tenant specifically consents to and agrees to have Landlord and/or Landlord's exterminator enter the rented premises for the purpose of exterminating the apartment. Tenant acknowledges that failure to allow such entry or to provide said access constitutes a breach by Tenant of this Lease. Tenant(s) will be charged a service fee imposed by the pest control company when not prepared for pest control service. Upon notice of any infestation including Bed Bugs, caused by Tenant, and subject to the Rules and Regulations, will be treated by Landlord's extermination service provider at Tenant's expense.

28. MODEL APARTMENT
Tenant acknowledges that any model apartment or photos and floor plans in marketing materials is in no way a representation or warranty of the condition, type, or size of the apartment being leased to Tenant pursuant to the Lease.

29. TENANT'S LIABILITY FOR FAILURE TO PROVIDE KEYS
In the event Tenant fails to obtain Landlord's written consent for the installation of private door locks as provided in paragraph 15, and Landlord, in its opinion, requires emergency access to the Apartment, Tenant shall be responsible for the cost and expense of any damage to the entrance door and door locks. Tenant shall also be responsible for any damage caused to the Apartment including Tenant's personal property resulting from Tenant's failure to provide Landlord with keys to any private locks or chain guards. All costs and expenses incurred by tenant pursuant to this paragraph shall be considered Additional Rent. Tenant acknowledges they have received the front door keys, mailbox keys and remote control or key fob for building access. Tenant understands there are charges for lost or unreturned keys and remote controls and key fobs as outline in the Rules and Regulations. Should Tenant change locks and not reinstall original locks, Tenant acknowledges a charge of **$50.00** for each lock that has to be replaced.

30. GLASS AND WINDOWS
Tenant agrees to be responsible for any damage to windows or glass located in the Apartment. In the event Landlord is required to make any repair or replacement of any window or broken glass, Tenant shall pay the cost and same shall be considered as Additional Rent.

31. UNSANITARY CONDITION AND MAINTENANCE OF APARTMENT
In the event Landlord, in its sole opinion, determines that Tenant's apartment is unsanitary or is creating an infestation situation or otherwise fails to maintain the apartment in accordance with the rules and regulations of the Board of Health, and tenant fails to cure such condition within twenty-four (24) hours of notice from Landlord or the Board of Health, Landlord shall have the right to take all steps as are necessary to cure this problem at Tenant's sole cost and expense. Such cost and expense shall be considered as Additional Rent. Landlord shall have the option of terminating the tenancy for Tenant's failure to comply with the provisions of this paragraph.

32. TENANT'S LIABILITY FOR OVERFLOW OF WATER AND WATER SEEPAGE
Tenant shall be liable for the cost of repairing all damage caused by Tenant's act or neglect in connection with an over-flow of water from any sink, bathtub, or toilet in the Apartment. Tenant shall immediately report to Landlord the occurrence of any water seepage or flooding condition. Any costs due from Tenant pursuant to this paragraph shall be considered Additional Rent.

33. SEVERABILITY
In the event that any provision or portion of any provision of this Lease shall be determined by a Connecticut Court of Law to be unenforceable, because it is determined to be contrary to law, the rest of the Lease will remain in effect.

34. WAIVER
The failure of Landlord to insist on strict performance of any of the covenants or conditions of this Lease or to exercise any option conferred in this Lease in any one or more instances shall not be considered a waiver or relinquishment of any such covenants, conditions, and options, which shall remain in full force and effect. No provision of this Lease shall be considered to have been waived by Landlord unless Landlord signs a waiver in writing. So, if at any time Landlord does not take any action against Tenant for a violation of any of the terms of the Lease, Landlord is not prohibited from taking action for a similar violation at a later time. Payment by Tenant or receipt by Landlord of a lesser amount than the monthly rental provided in this agreement shall not be considered to be other than on account of the earliest unpaid rent, nor shall any endorsement or statement on any check, nor any letter accompanying any check or payment as rent be considered as settlement. Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rents or to pursue any other remedy permitted by law.

35. NOTICES
Any bill, statements, notice or communication which Landlord may desire or be required to give to Tenant, shall be considered sufficiently given if it is in writing, delivered to Tenant is personally or sent by regular mail addressed to Tenant at the Building of which the Apartment are a part or to any email address Tenant has provided. The time of rendition of such bill or statement and of the giving of such notice or communication shall be the time when it is delivered to Tenant or mailed. Any notice by Tenant to Landlord must be given by personal delivery or by registered or certified mail, return receipt requested, addressed to Landlord or its Manager at the address above mentioned or at such address as Landlord or Manager may specify by written notice to Tenant. This also includes vacating notices, which must be sent by certified mail, registered mail or hand-delivered or by e-mail. Tenant must supply a valid e-mail address and is required to keep it as a valid, working email address to check for any notices pertaining to this Lease.

36. CONDITION OF DWELLING UNIT
By signing this agreement, Tenant acknowledges the unit is clean and in good condition and accepts the Apartment “as-is”. Tenant agrees that all appliances and equipment are in the unit and in good working order, except as disclosed in writing to Landlord or Manager. Tenant acknowledges that Landlord has made no promises to decorate, alter, repair or improve the unit, except as indicated on the Unit Inspection report. Tenant shall give Landlord its inspection report no later than seven (7) days after move-in. Tenant shall pay reasonable charges for all damages (other than normal wear and tear) for damages to the Apartment and any common area caused by Tenant or Tenant's guests or agents. All charges shall become due and collectible as Additional Rent 30 days after the charges are billed.

37. USE OF ILLEGAL DRUGS
The occurrence of any of the following shall constitute a default under the Lease, and shall subject Tenant to all remedies allowed by law or by this Lease for default:
A. The conviction of Tenant or any other occupant of the Leased Premises for illegal possession, possession with intent to deliver, delivery, sale, or distribution or any controlled substance or "lookalike" drug in violation of "The Controlled Substance, Drug Device and Cosmetic Act," or any other act governing illegal drugs or controlled substances.
B. Any violation by Tenant or by any other occupant of the Leased Premises of any of the provisions of "The Controlled Substance, Drug Device and Cosmetic Act" or any other law governing illegal drugs or controlled substances.
C. The acceptance of Tenant or any other occupant of the Leased Premises into any "Probation without Verdict" program, "Accelerated Rehabilitative Disposition" program, "disposition in Lieu of Trail Program" or any other similar program related to a drug violation or offense.
D. The seizure, purchase or acceptance of delivery by law enforcement officials of any illegal drugs or controlled substances from any persons occupying the Leased Premises.

38. CRIMINAL ACTIVITY
Tenant, any members of Tenant's household or any guests of Tenant shall not engage in any illegal or criminal activity, on or near the premises. Tenant or member of the household will not permit the dwelling to be used for or to facilitate any illegal or criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

39. CHARGES UPON VACATING
A One Hundred and Eighty (180) day written notice of intent to vacate prior to Lease expiration and compliance with move out instructions is required for refund of security deposit. Notice will be accepted as of the first (1st) of the month following the date notice was received. On move out, an inspection of the Apartment will be made after you have removed all personal and household goods. Tenant is encouraged to be present, although it is not mandatory.

Landlord encourages Tenant to leave the Apartment as clean as possible, and as close to a "move in" condition as possible, as Tenant is responsible for any damages due to negligence on its part. Damages will be charged against the security deposit.

40. MOLD
Tenant acknowledges that it is necessary for Tenant to provide appropriate climate control, keep the Apartment clean, and take other measures to retard and prevent mold and mildew from accumulating in the Apartment. Tenant agrees to clean and dust the Apartment on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the Apartment. Tenant also agrees to immediately report to the management office; (1) any evidence of a water leak(s) or excessive moisture in the Apartment, as well as in any storage room, garage, or common area: (2) any evidence of mold-like or mildew-like growth that cannot be removed by simply applying a common household cleaner and wiping the area; (3) any failure or malfunction in the heating, ventilation, or air conditioning system in the Apartment; and (4) any inoperable doors or windows. Tenant further agrees that Tenant shall be responsible for damage to the Apartment and Tenant's property as well as personal injury to Tenant and any occupants resulting from Tenant's failure to comply with the terms of this clause. Default under the terms of this clause shall be deemed a default under the terms of the Lease, and Lessor shall be entitled to exercise all rights and remedies at law or in equity. Tenant agrees to comply with the Mold clause as per the above:

Initials:_____ Initials:_____ Initials:_____
Initials:_____ Initials:_____ Initials:_____

41. OWNERSHIP CHANGE
If Landlord sells the Building where the Apartment is located or the Apartment itself, Landlord will be released from all of its obligations under this Lease and the new owner of the Building and/or the Apartment, as the case may be, will be responsible for the performance of the duties of “Landlord” from and after the date of such sale. Landlord shall turn over any security deposit plus interest (if any) to the new owner of the Building and/or Apartment, and Landlord shall not have any further liability or obligation to account for or return the security deposit and interest (if any) to Tenant, and Tenant acknowledges and agrees that the new owner will be responsible to its security deposit and interest (if any).

42. BINDING EFFECT
This Lease is binding on the Landlord and its successors/assigns. This Lease is binding on the Tenant and all parties who lawfully succeed to his/her/their rights.

43. TENANTS RECEIPT OF SCHEDULES, FORMS & ADDENDUMS
The following schedules, forms, addendums and the like are attached hereto and are made part of this Lease as acknowledged and agreed to by both Tenant and Landlord:

___Rules & Regulations
___Pet Agreement Rules & Regulations
___Recreational Facility Rules & Release
___Lease Addendum on Mold
___Notice Regarding Smoke Detectors
___Window Safety Alert
___Parental or Sponsor Guaranty

44. COUNTERPART EXECUTION/SIGNATURES BY FACSIMILE OR ELECTRIC MAIL
This Lease may be signed in any number of counterparts, but when taken together, will be one and the same Lease. Also, facsimile or electronic signatures of the signature pages of this Lease will be evidence of acceptance of the Lease and one’s being a party to it.

45. MANAGER
The Manager is Landlord’s representative and is authorized to manage the Building; including the Apartment. All notices and any complaints should be given to the Manager at 73 Meadowbrook Lane, Mansfield, Connecticut 06250. Landlord may change the Manager at any time, and if it does, it will notify Tenant in writing of such change.

46. NONDISCRIMINATION
Landlord may not discriminate against Tenant in term of this Lease or in any other respect because of Tenant’s race, color, creed, religion, sex, national origin, handicap, marital status or sexual orientation.

47. RENTAL APPLICATION AND INCOME VERIFICATION
This Lease is entered into by Landlord based on representations by Tenant, including representations set forth in Tenant's credit application and any other financial information provided to Landlord. If it is determined that Tenant's representations contained in all such materials provided to Landlord are not true or correct, this is considered a breach of the Lease, and Landlord or its Manager will have the right to terminate this Lease immediately, and Tenant shall vacate the Apartment with thirty (30) day notice to vacate.

48. PHOTOGRAPH RELEASE
Tenant gives permission to Landlord to use any photograph or photographic image including video or video stills taken of Tenant while Tenant is in any common areas of the Building or at any, if any, community sponsored events. Tenant grants to Landlord and any of Landlord's affiliates or successors or anyone authorized by Landlord, the irrevocable and unrestricted right and permission to copyright, in its own name or otherwise, the unlimited use of Tenant's image, without restriction as to changes or alterations, made through any medium, for any legal purpose whatsoever. Tenant also consents to the use of any printed matter in conjunction with this. Tenant waives any right it may have to inspect or approve the finished product and the advertising copy or other matter that may be used in connection with this or the use to which it may be applied. Tenant releases, discharges and agrees to hold Landlord harmless and any of its affiliates or successors or anyone authorized by Landlord for all claims and demands arising out of or in connection with the use of any images taken of Tenant, including, without limitation, any and all claims for libel, false light or invasion of privacy.

49. **ASSIGNMENT** This Lease permits Tenant, and only Tenant, to live in the Apartment. Tenant may occupy the Apartment as its private residence and for no other purpose. While Tenant cannot lease any part of the Apartment to another person, Tenant may be able to assign its rights under this Lease to another person if Landlord gives its prior written consent, but the giving of any, if any, Landlord consent is at Landlord's sole discretion. Landlord is not responsible for finding a person to whom Tenant can propose to assign this Lease, and Landlord is not obligated to assist Tenant in finding a potential assignee (replacement) or to fill the Apartment before filling other Apartments located within the Building. It is Tenant's sole responsibility to find a person to whom Tenant can propose to assign this Lease. Even if Tenant does assign this Lease, Tenant will still be liable and responsible for all of the obligations under this Lease unless Landlord specifically agrees, in writing, to release Tenant. A $200 assignment fee must be paid by Tenant prior to the assignment and the new resident (Tenant) must take possession of the Apartment before the assignment will be considered complete. Any, if any, substitute or replacement tenant may be requested by Landlord to sign additional documents concerning its being approved as the new party under this Lease.

You consent to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within TOLLAND County in the STATE OF CONNECTICUT.

Landlord and Tenant agree to the terms of this Lease by signing below:

TENANT (jointly and severally liable):

_____

_____

_____

LANDLORD

UNIGLOBE MANAGEMENT GROUP LLC

By: _____
Duly Authorized Agent of Landlord (Manager)

RULES AND REGULATIONS

These Rules and Regulations apply to all Tenants of the Property and their guests, invitees and agents:

NAME PLATES
No signs, advertisements, notice or nameplates visible to the outside may be placed inside or outside, or in the entry, hall or stairway for the Building except with Landlord's prior written permission.

PATIOS AND ENTRANCE WAYS
The patios for any Apartment shall not be used for storage of personal items or garbage or for any purpose against any local ordinance. Charcoal or propane/gas grills are not permitted. Under no circumstances may charcoal or propane/ gas grills be operated. No items will be hung on or over the balcony or terrace at any time.

ROOF
Tenant is not allowed on the roof.

COMMON AREAS
Tenant shall not obstruct, store, or litter any of the sidewalks, driveways, entrances, halls, stairs, or other public areas of the Building. Any objects left outside which present a safety hazard or cosmetic detriment may be removed and discarded upon discretion of management. Additionally, fees may be incurred for such activity to Tenant.

RUBBISH
All trash must be placed in sealed bags, preferably biodegradable plastic. Garbage receptacles will be provided. A fine of **$50.00** will be imposed for improper disposal of garbage for the first occurrence and **$75.00** for each subsequent occurrence.

LAVATORIES
The toilet and other water apparatus in the Apartment or Building shall not be used for any purpose other than that for which they were constructed; no sweeping, rubbish, rags, paper, ashes or other substances shall be thrown in them. Tenant causing the damage shall pay any expenses incurred by us to repair any damage resulting from their misuse.

COOKING AND BAKING
No cooking or baking shall be done except in the kitchen and in appropriate appliances or in such other areas as may be designated by us.

APPLIANCES
The use of any appliance that is not provided by Landlord (such as separate freezer or dishwasher) is prohibited where appropriate plumbing or electrical service is not provided specifically for the appliance. No appliances or equipment shall be moved from any part of the Building. All appliances must remain in their original location.

UTILITIES
The termination of utilities to Tenant's Apartment for non-payment or failure to pay necessary initial charges for same shall constitute a violation of Landlord's Rules and Regulations.

TAMPERING WITH APPARATUS
No Tenant shall in any manner tamper or interfere with any portion of the heating, lighting or plumbing apparatus in the Apartment or in or about the Building.

DEFECTS IN PIPES, WIRES, ETC.
If Tenant discovers any defects in water or pipes, electric wires, or any other defects or hazardous conditions in about the Building, Tenant shall immediately notify Landlord.

WATER BEDS
No water beds are allowed.

PETS
Any unauthorized pets shall be subject to a **$200** fine and such pets are required to be immediately removed from the premises. Please see the Pet Agreement for information on pets.

WALL COVERINGS, PAINTINGS AND DECORATIONS
Wallpaper, contact paper or other adhesive wall coverings shall not be installed on the walls, ceilings or woodwork in any suite in the Building, nor shall any walls, ceilings or woodwork be painted, without Landlord prior written consent. No hooks, nails or screws may be used on any floors, doors, windows, tubs, showers, appliances or fixtures in the

Apartment. Tenant is prohibited from attaching, drilling, nailing, or screwing any object into the walls, and if Tenant does so, Tenant shall be liable for any damages for the cost of restoring the same.

WINDOW COVERINGS
Window Coverings will be provided. Only pre-installed hardware is allowed.

SATELLITE DISHES
In accordance with federal regulations, satellite dishes one meter or less in size are permitted within the area leased exclusively by you; however, our prior written permission is required for bolting or otherwise affixing any dish or mounting apparatus to any part of the Building including any railing or balcony. In no event may any satellite dish of any kind be placed on the roof or exterior of any building, or any other part of the Property not within the exclusive possession of a Tenant, without our written consent.

THERMOSTATS
Due to the possibility of structural damage to a building, Tenant agrees not to turn the thermostats down below fifty (50) degrees (and/or turn fuses or circuit breakers off) in the Apartment at any time during the heating season of October 1 through April 30.

HEATERS
No kerosene or other form of space heater shall be permitted in any Apartment under any circumstances.

PRIVATE WORK
You shall not request our employees to do work of a private nature during their working hours.

MOVING
You will be responsible for any damage to the Building caused when you or someone at your request moves anything in or out of the Buildings.

NOISE, MUSIC
No Tenant shall make or permit any disturbing noises by himself, his family or friends at any time. No Tenant shall play or operate any musical instrument, sound reproduction, television or radio or allow same to be played or operated in the Apartment between the hours of 10:00 p.m. and 8:00 a.m. Loud playing of said instruments is prohibited at any hour. Any boisterous conduct, etc., which will disturb the peace and quiet of the premises is absolutely prohibited. Tenant shall not use, or permit the use of the premises, or any of it, for any unlawful, disorderly, or objectionable purposes, not commit, or permit the commission of a breach of the peace or a nuisance on the premises. All conduct which detracts from the safety, quiet, or quality of life of Tenant's neighbor is prohibited. Landlord will make reasonable efforts as the law permits us to stop neighbors from disturbing Tenant's peace, but Landlord cannot be responsible for controlling the actions of other residents or their families or guests or of uninvited persons. If you are seriously disturbed by activities at your neighbor's apartment, please call the police.

CHILDREN
Children will not be permitted to play or loiter in hallways, stairways, front porches, vestibules or driveways.

STRANGERS
Unauthorized persons are not allowed in the Apartment. Notify the office of any persons soliciting in the Building.

GUESTS
No guest of Tenant may occupy the Apartment for more than a total of fourteen (14) days in a twelve (12) month period unless a tenancy application is filed with Landlord and accepted by Landlord. Occupancy by a guest beyond the above period shall constitute a breach of these Rules and Regulations.

MOTOR VEHICLES
Washing or repairing of motor vehicles is not permitted in the Building, garages, or in any parking areas or driveways of the Building. Tenants are not permitted to park boats, trailers, recreation vehicles of any type, or any other commercial vehicles larger than a pick-up truck within the boundaries of the Property. Parking stickers will be provided and must be placed in plain view.
Any vehicle that does not have a current license plate, parking sticker or a current inspection sticker, or is in disrepair for more than 3 days shall be considered abandoned. Tenant hereby authorizes Landlord to have that vehicle towed away at Tenant's expense.

PARKING
Unless you are notified otherwise parking is permitted only in areas designated for parking. Parking spaces for Tenants and guests are not assigned. The parking and traffic regulations posted on and private streets, roads or drives must be obeyed. All ordinances regarding fire lanes will be obeyed. No parking is permitted directly in front of

building entrances, garage entrances, or directly in front of walkways. Any vehicle parked in an improper space, a fire lane, a no parking area or blocking a fire hydrant, refuse container, another vehicle, sidewalk, lawn or otherwise illegally or improperly parked may be towed by us without notice at the vehicle owner's expense. Neither we nor our management agent, employees or contractors shall have any liability for any damage or theft of vehicles in connection with the removal of a vehicle.

GARAGES
The garage must be used for overnight parking vehicles. The garage may not be used for storage of any hazardous or flammable materials. Tenant assumes sole responsibility for contents and security of such.

SNOW REMOVAL
After snowfalls of 3 inches or more and after snowfall has stopped, all motor vehicles are required to be moved to already-cleared parking spaces at least once between the hours of 9:00 a.m. and 4:00 p.m. Tenants returning home from work shall park in already cleared parking spaces. Tenants must comply with any other notices provided for by management in a timely matter. Non-compliance will result Tenant's vehicle(s) being towed at Tenant's expense. Tenant is responsible for snow removal of walkway and garage entrance.

RECREATIONAL AND FITNESS FACILITIES
If the Property has a pool, you may use the pool but you must pay any required fees, you must use reasonable caution and for your safety you must obey all posted pool rules and regulations. If the Property has fitness or recreational facilities, all posted rules and regulations must be obeyed including the days and hours that facility may be used. We may at any time discontinue any recreational services or close down facilities either temporarily or permanently. You understand that our providing recreational facilities is not a condition of your Lease.

KEYS & LOCKOUTS
One key to the apartment per resident, one building key per resident, one mailbox key and one key for fitness center access will be provided for each apartment. The charge for replacing a lost apartment key is **$15.00** and **$10** for a mailbox. Lockout calls for misplaced keys that are received after business hours are not considered a maintenance emergency and residents will incur a **$75.00** lock out fee. Tenant(s) requesting their locks be changed will incur a fee of **$50**.

EMERGENCY MAINTENANCE REQUESTS
After hour or weekend maintenance requests are to be called into management and follow recorded instructions. Typical emergencies are overflowing toilets, loss of heat, fire or flood. Lockouts, clogged toilets, clogged drains and misrepresented emergency calls may incur a service fee after hours.

BEDBUGS
Tenant shall not bring bedbugs into the apartment, common areas or any part of the Building. Tenant shall promptly notify Landlord of any sign of insect or pest infestation and any other conditions in the apartment and on the premises that may require repair or treatment. Tenant shall also cooperate with Landlord and its agents while they perform extermination services. Such cooperation includes, but is not limited to, granting access to the apartment and complying with all of Landlord's and/or the extermination provider's instructions (e.g. washing and bagging all clothes, covering mattresses with covers and properly maintaining the apartment) so that the extermination treatments can be effective. All costs associated with extermination to the property as a result of Tenant's breach of this lease provision shall be charged and paid as additional rent.

ABUSIVE CONDUCT
Any physical assault or abusive conduct committed by Tenant or any agent of Tenant (including but not limited to a guest(s) of Tenant) upon any employee or agent of Landlord constitutes a default by Tenant. Landlord shall have the option of terminating the tenancy for a default by Tenant under this paragraph.

Landlord may rescind or change any of these Rules and Regulations or adopt new rules and after ten (10) days' notice of any new rules to Tenant(s), such new rules shall have the same force and effect as if originally made a part of the Lease. A violation of any of these Rules and Regulations may constitute a default under the Lease and be subject to violation fees, fines and also Lease termination. A waiver by Landlord shall not constitute a waiver for subsequent violations by Tenant. (See also Section 2 of the Lease.)

I UNDERSTAND AND AGREE TO COMPLY WITH THE ABOVE RULES AND REGULATIONS.

By Tenant (jointly and severally liable)

Signature: _____Date_____

Signature: _____Date:_____

Signature: _____Date_____

Signature: _____Date:_____

PET AGREEMENT

RULES and REGULATIONS

Check 1 below:
_____ Pets of any kind are not allowed, and Tenant agrees that they will not bring or maintain any pet on the Property at any time. If a pet is found on the premises belonging to you or your house guests, your right to occupy the apartment may be terminated upon notice by Landlord, in which case Tenant agrees to leave immediately and pay violation fee (see Management for list of fees). (This paragraph excludes residents with assisted living animals)
____ Tenant does not have a pet now, but agrees that prior to obtaining a new pet Tenant will obtain Landlord's written approval and agree to the charges and Pet Rules and Regulations as listed below. An inspection of the pet will be necessary prior to bringing the pet on Property and you also agree to pay additional monthly rent and pet deposits as are then required. (Breed restrictions apply).
____ Tenant has a pet(s) and agrees to the following Rules and Regulations:

For additional charges as stated below, Landlord consents that Tenant may keep the pet(s) described and named below in the Apartment. (Note: No monthly pet rent is assessed for assisted living animals)

CHARGES:
Either one or more of the following charges or deposits will be required if a pet is maintained. All charges will be added to Tenant's rent and considered as additional rent under the terms and conditions of the Lease.

A. A non-refundable pet charge of $300.00 for each pet. This charge is incurred when the pet is first domiciled in your apartment home.
B. A $35 per month per pet fee to be charged as additional rent.
B. A violation fee will be assessed for bringing an unauthorized pet onto the property.
C. An additional charge will be levied for each infraction of pet rules.

RULES and REGULATIONS:
Tenant must complete a Pet Application and Registration form before pet is allowed at the Property.

Tenant agrees to provide a photo of the pet to Landlord. A maximum of 1 total pet is permitted per Apartment. Weight limits and breed restrictions will apply and such information is listed with the Landlord.

All pets must comply with weight limits and breed restrictions, and approval is at the discretion of Landlord.

1. Tenant must agree to abide by all applicable Pet Rules and Regulations.
2. The Pet Rules and Regulations are made a part of this Lease and a breach of any Pet Rule or Regulation will be a default under this Lease. In the event of a default, Tenant agrees that Landlord may revoke permission to keep pet(s) on the Leased Premises by giving Tenant thirty (30) days' notice.
3. Tenant has completed a Pet Application & Registration form has been granted permission by Landlord to keep the pet(s) specified below under the following terms and conditions:

a. Pets may not be kept, bred or used for any commercial purpose. All pets must be spayed or neutered.

b. Pets must be confined to the Tenant's Apartment, must not be allowed to roam free and may not be tied unattended in any common area. All pets must be kept on a leash when outside the Apartment and walked away from the Building's perimeters or to wooded or designated areas.

c. Persons who walk pets must immediately remove and properly dispose of any feces deposited by the pet. Cat litter may not be disposed of in toilets.

d. If the pet is or becomes a nuisance or threat to other Tenants or destroys property within the Apartment or Property, Landlord may revoke permission for Tenant to keep the pet immediately in the case of an emergency, or otherwise on ten (10) days' notice. Examples of nuisance include (but are not limited to) personal injury or property damage, making noise continuously and/or incessantly for a period of 10 minutes or intermittently for 1/2 hour or more to the disturbance of any person at any time of day or night, pets in common areas who are not under the complete control of a responsible person and on a short hand-held leash or in a pet carrier, animals who relieve themselves on walls or floors of common areas, animals who exhibit aggressive or vicious behavior, pets who are conspicuously unclean or parasite-infested.

e. The pet will be allowed out of the premises only under the complete control of a responsible person and on a hand held leash or in a pet carrier.

f. Any damage to the exterior or interior of the premises, grounds, flooring, walls, trim, finish, tiles, carpeting, or any stains, etc. caused by pet will be the full responsibility of the Tenant and that Tenant agrees to pay all costs involved in the restoration to its original condition. If because of any such stains, etc., said damage is such that it cannot be removed, than Tenant hereby agrees to pay the full expense of replacement.

g. It is also understood and agreed that Tenant will permit the Landlord to professionally fumigate the Demised Premises, including any grounds (if any) for fleas and ticks and clean all carpets when Tenant vacates the

Apartment. The contractors used will be the Landlord's contractors and the cost will be done at competitive prices at the expense of the Tenant.

h. Tenant will provide adequate and regular veterinary care of pet, ample food and water, and will not leave pet unattended for any undue length of time. Tenant will diligently maintain cleanliness of litter pans, sleeping and feeding areas.

i. It is further understood and agreed that if efforts to contact the Tenant are unsuccessful, the Landlord or the Landlord's agents may enter Tenant's apartment if there is reasonable cause to believe an emergency situation exists with respect to the pet. Examples of an emergency situation include abuse, abandonment, or any prolonged disturbance. If it becomes necessary for the pet to be put out for board, any and all costs incurred will be the sole responsibility of the Tenant.

j. Tenant agrees to indemnify, hold harmless, and defend Landlord or Landlord's agents against all liability, judgments, expense (including attorney's fees), or claims by third parties for any injury to any person or damage to property of any kind whatsoever caused by the Tenant's pet(s).

Tenant understands and agrees to the terms of this Pet Agreement and the above Rules and Regulations.

By Tenant (jointly and severally liable)

Signature: _____Date_____

Signature: _____Date:_____

Signature: _____Date_____

Signature: _____Date:_____

RECREATIONAL FACILITIES RULES AND RELEASE

In consideration of Landlord providing Fitness Center and Swimming Pool facilities ("Recreational Facilities"), the undersigned hereby agrees to assume the risk of accidents or personal injury, which he/she or members of his/her household may sustain while using the Recreational Facilities, and agrees that Landlord or Landlord's agents or employees will not be liable for any such injury. Landlord has the right to close the Recreational Facilities due to the need for maintenance or otherwise without notice. The undersigned also agrees to abide by the rules below. Violation of the rules may lead to loss of privileges of such facilities.

Recreational Facility Rules:

1. Only current tenants' are permitted to use the Recreational Facilities. NO guests are permitted.
2. You must have a photo ID with you during your use of the facility.
3. No children under the age of 18 are permitted to use the Recreational Facilities unless accompanied by an adult.
4. No alcoholic beverages, food, smoking, glass containers, or animals are permitted.
5. Wipe down machines with disinfectant after each use.
6. Shut off lights and close doors after leaving.
7. No running, horseplay, rough play, or objectionable behavior allowed.
8. Landlord is not responsible for lost or stolen items.
9. Proper attire is required at all times. Shirts and rubber-soled shoes must be worn in fitness center.
10. Excess clothing and gym bags are to be stored a safe distance away from the machines and other users.
11. Personal radios are permitted, external speaker radios are permitted inside the facility at a reasonable volume.
12. Trash cans are provided for your convenience, please dispose of trash properly.
13. A physician should be consulted before beginning any fitness program.
14. Tenant must use reasonable caution and for safety must obey all posted rules and regulations.

The rules are above are subject to change and also include any rules posted by Landlord at the swimming pool and fitness center include days and hours that the facilities may be used. The undersigned Tenant(s) hereby releases Landlord and its agents and employees from any and all liability which may result from the Tenant's use of the Recreational Facilities and agree to indemnify Landlord and its agents and employees from and against any and all losses, damages, and expenses resulting from Tenant's use of the Recreational Facilities.

By Tenant (jointly and severally liable)

Signature: _____Date_____

Signature: _____Date:_____

Signature: _____Date_____

Signature: _____Date:_____

Lease Addendum on Mold

To minimize the occurrence and growth of mold in the Leased Premises, Tenant hereby agrees to the following:

1. MOISTURE ACCUMULATION. Tenant shall remove any visible moisture accumulation in or on the Leased Premises, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after occurrence; use exhaust fans in kitchen and bathroom when necessary; and keep climate and moisture in the Leased Premises at reasonable levels.

2. APARTMENT CLEANLINESS. Tenant shall clean and dust the Leased Premises regularly, and shall keep the Leased Premises, particularly kitchen and bath, clean.

3. NOTIFICATION OF MANAGEMENT. Tenant shall promptly notify management in writing of the presence of the following conditions:

(i) A water leak, excessive moisture, or standing water inside the Leased Premises;
(ii) A water leak, excessive moisture, or standing water in any community common area;
(iii) Mold growth in or on the Leased Premises that persists after Tenant has tried several times to remove it with household cleaning solution such as Lysol or PineSol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach;
(iv) A malfunction in any part of the heating, airconditioning, or ventilation system in the Leased Premises.

4. LIABILITY. Tenant shall be liable to Landlord for damages sustained to the Leased Premises or to Tenant's person or property as a result of Tenant's failure to comply with the terms of this Addendum.

5. VIOLATION OF ADDENDUM. Violation of this Addendum shall be deemed a material violation under the terms of the Lease, and Landlord shall be entitled to exercise all rights and remedies it possesses against Tenant at law or in equity.

6. ADDENDUM SUPERSEDES LEASE. In case of a conflict between the provisions of this Addendum and any other provision of the Lease, the provisions of the Addendum shall govern.

This **LEASE ADDENDUM ON MOLD** is incorporated into the Lease executed between Landlord and Tenant.

By Tenant (jointly and severally liable)

Signature: _____Date_____

Signature: _____Date:_____

Signature: _____Date_____

Signature: _____Date:_____

NOTICE REGARDING SMOKE DETECTORS

BY SIGNING THIS PAGE, I ACKNOWLEDGE THE PRESENCE OF SMOKE DETECTOR(S) IN MY APARTMENT HOME. THESE SMOKE DETECTORS HAVE BEEN TESTED AND ARE OPERATING.

FOR MY OWN SAFETY AND THE SAFETY OF OTHER TENANTS, MY LEASING CONSULTANT, RECOMMENDS THAT THESE SMOKE DETECTORS BE TESTED BY ME ON A WEEKLY BASIS AND SHOULD BE TESTED NO LESS THAN ON A MONTHLY BASIS.

IN THE EVENT THAT A TEST REVEALS THAT MY SMOKE DETECTORS ARE NOT WORKING, I WILL CONTACT THE MAINTENANCE OFFICE IMMEDIATELY AND A REPRESENTATIVE OF MEADOWBROOK GARDENS WILL MAKE ARRANGEMENTS TO CHECK AND REPAIR THE DETECTOR(S).

IF LANDLORD OR MANAGEMENT DOES NOT HEAR FROM TENANT OR OCCUPANT, THE TENANT AND ALL OCCUPANTS IN ANY GIVEN MONTH WILL ASSUME THAT THE SMOKE DETECTORS ARE WORKING.

THE TAMPERING WITH OR DISABLING OF
SMOKE DETECTORS IS A CRIMINAL OFFENSE!
PERSONS FOUND TAMPERING WITH OR DISABLING OF
SMOKE DETECTORS WILL BE PROSECUTED

By Tenant (jointly and severally liable)

Signature: _____Date_____

Signature: _____Date:_____

Signature: _____Date_____

Signature: _____Date:_____

Windows Safety Alert

IMPORTANT – PLEASE READ

Resident(s):

Apartment #:

We would like to remind parents and caregivers how dangerous windows can be, during any time of the year, for unsupervised children.

A fall from a window can happen quickly and result in serious injury.

Please follow these guidelines to help protect children from window falls:

- Avoid placing furniture young children can climb on near windows.
- Do not lean on screens nor rely on them to prevent a window fall. Insect screens are designated to keep bugs out, not to keep children in the home.
- Supervise children at all times to prevent them from playing near windows, balconies or patio doors.

I have read and understand that I must follow the above window safety guidelines to protect my children from window falls.

By Tenant (jointly and severally liable)

Signature: _____Date_____

Signature: _____Date:_____

Signature: _____Date_____

Signature: _____Date:_____

PARENTAL OR SPONSOR GUARANTY

Apartment Community: Meadowbrook Apartments
Tenant/Resident: Name: _____, Apartment #_____
Landlord: Name: Uniglobe Investment, LLC

In consideration for, and as an inducement to us in making the Lease to Tenant, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you, as Guarantor, guarantee irrevocably, absolutely and unconditionally, to Landlord and Landlord's successors and assigns, the full performance and prompt observance of all the agreements and conditions of the Lease and of any amendments, revisions or renewals of the Lease (and all documents that are a part of the Lease), including, but not limited to, the payment of Rent and other sums dues under the Lease. You acknowledge that you have a relationship with the Tenant and as a result of the relationship you will derive a substantial benefit from the making of the Lease to the Tenant. Once you sign this Guaranty, it is your legal obligation to pay Landlord sums due under the Lease. You hereby waive any legal defenses to this Guaranty based on notice of acceptance, presentment, demand, notice of protest, notice of dishonor or default, and notice of any changes, renewals or modifications. Unless Landlord is seeking money from you for your payment responsibilities under this Guaranty, Landlord does not have to provide any notices to you. You hereby waive each and every notice to which you or the Tenant might be entitled to under the Lease, or otherwise, including, without limitation, notice of any breach or default by you or the Tenant. Once any sums are due under the Lease Landlord may collect them from you without making efforts to sue or otherwise try to collect such sums from the Tenant. This is a guaranty of payment and performance and not of collection and your liability is primary and not secondary. You expressly waive any defenses based upon any applicable statute of limitations, failure of Landlord to enforce the Lease against the Tenant, any failure to give notice of default to the Tenant or other notices due under the Lease and any duty to give you notice of facts about the Tenant. Landlord may, on one or more occasions, in its sole discretion, waive terms of the Lease, grant concessions or other indulgences to the Tenant all without any notice to you or effect on your obligations under this Guaranty. Any obligations Tenant has to you are subordinate to Tenant's Lease obligations to Landlord. As used in this Guaranty, the term "you" shall also include all other persons claiming by, through or under you, including your heirs or personal representatives. You may not assign your obligation under this Guaranty to anyone else. Your liability under this Guaranty continues in full force and effect even if the Tenant becomes incapacitated, disabled or bankrupt. You are not released from your guarantee obligations until Landlord has been fully paid all sums due under the Lease. If Landlord institutes any legal proceedings against you to enforce this Guaranty and prevails in such action, you will be liable for the costs and expenses of such action incurred by Landlord, including its reasonable attorneys' fees, in addition to any amounts awarded to Landlord in such action. You consent to the jurisdiction of, and venue in, any local or state court otherwise having subject matter jurisdiction and located within TOLLAND County in the STATE OF CONNECTICUT. Your signature below confirms that you have had the opportunity to read and understand this Guaranty and to consult legal counsel if you so desire.

The undersigned authorizes a credit and/or criminal screening report to be processed and verification of information provided below.

IN WITNESS WHEREOF, the undersigned has executed this Guaranty.

GUARANTOR: _____ _____

Signature of Guarantor Date

_____
Printed Name of Guarantor

RELATIONSHIP TO TENANT: e.g., Mother, Father, Grandfather, And Grandmother) _____

_____ _____
BILLING ADDRESS CITY/STATE/ZIP TELEPHONE

_____ _____
CELL PHONE NUMBER EMAIL ADDRESS

_____/_____/_____ _____
DATE OF BIRTH MONTHLY INCOME

_____NOTARY_____

STATE OF _____, _____ COUNTY

I, the undersigned, a notary public in and for said county in said state, hereby certify that before me personally appeared, _____, whose name(s) is signed to the foregoing instrument, and who is/are known to me, to be satisfactorily proven to be the person(s) who executed the foregoing guaranty and acknowledged before me on this day that, being informed of the contents of said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 201__.

_____
Notary Public
My commission expires:

OR

WITNESSED BY AUTHORIZED OWNER'S REPRESENTATIVES WITH COPY OF STATE OR FEDERAL PHOTO. I.D.

_____ _____
Authorized Representative's Signature Authorized Representative's Signature

Hesketh

Civil & Traffic Engineers • Surveyors • Planners • Landscape Architects

F. A. Hesketh
& Associates, Inc.

August 14, 2015
Revised May 3, 2016

Mr. Jack Yang
Artesan Development, LLC

Via: E-mail jyang628@gmail.com

RE: Meadowbrook Gardens Phase II
Meadowbrook Lane
Mansfield, CT
Traffic Impact Report
Our File: 15131

Dear Mr. Yang:

This report documents the findings of a traffic impact study for a proposed expansion of the existing Meadowbrook Gardens apartment complex located on Meadowbrook Lane in the Town of Mansfield, Connecticut. Meadowbrook Gardens is located on the south side of Meadowbrook Lane, west of Pollack Road and east of Circle Drive. The site location is presented in Figure 1.

The purpose of this study is to estimate the amount of traffic that will be generated by the proposed expansion and to determine its impact on the adjacent roadway network. It is anticipated that this report will accompany an application to the Town of Mansfield for site plan approval.

Proposed Development

The existing Meadowbrook Gardens development is approved for a total of 50 apartment units. A total of 128 parking spaces are proposed for the site. The site has access to Meadowbrook Lane by way of a single driveway. The driveway provides a single entering and exiting lane, separated by a raised landscaped median. The driveway approach operates under stop sign control.

The current proposal is for an expansion of 36 new apartment units on property adjacent to, and west of the existing site. Access to the new units will by way of a new driveway to Meadowbrook Lane. An internal access will be provided to the existing development as well. The proposed driveway will provide a single entering and exiting lane separated by a raised landscaped median. The driveway approach will operate

under stop sign control. Upon approval and completion of construction the combined developments will consist of a total of 86 apartment units with a total floor are of 133,060 s.f. A total of 213 parking spaces will be provided.

Description of Area

Meadowbrook Lane is a town maintained roadway that originates at an un-signalized intersection with Mansfield City Road approximately 1,000 feet west of the subject site. Meadowbrook Lane extends in an easterly direction to an all stop sign controlled intersection with Circle Drive, then past the subject site to an intersection with Pollack Road and Adeline Place. Meadowbrook Lane continues easterly to its terminus at Conantville Road. The roadway continues as Conantville Road to its terminus at Route 195, Storrs Road. Meadowbrook Lane provides approximately 18 to 22 feet of pavement with a single travel lane in each direction of travel, separated by a painted double yellow centerline. Speed bumps are located along the length of the roadway. The roadway is posted at 25 miles per hour. Land use along the roadway is residential.

Pollack Road originates at an un-signalized intersection with Meadowbrook Lane and Adeline Place and extends in a southwesterly direction a distance of approximately 750 feet to its terminus at Conantville Road. The intersection of Pollack Road with Meadowbrook Lane operates with stop sign control on the side street approaches.

Conantville Road originates at an un-signalized intersection with S.R. 632 (North Frontage Road) and the westbound off ramp from Route 6. Conantville Road extends in a northerly direction past the intersection with Pollack Road to its intersection with Meadowbrook Road. Conantville Road continues in a northeasterly direction to its terminus at Route 195.

Background Traffic Data

The Connecticut Department of Transportation maintains a continuous count program of traffic volumes on the Connecticut State Highway system and some local roadways. Included in the state's database are counts on Conantville Road, west of Route 195, conducted during October 2014, and one on Conantville Road, north of Pollack Road conducted during October 2011. The count west of Route 195 indicates that Conantville Road carries an average daily traffic volume (ADT) of 800 vehicles with a morning peak hour volume of 73 vehicles (8:00 a.m.) and an afternoon peak hour volume of 85 vehicles (3:00 p.m.). The count north of Pollock Road indicates an ADT of 550 vehicles, with a morning peak hour volume of 52 vehicles (8:00 a.m.) and an afternoon peak hour volume of 63 vehicles (3:00 p.m.). The ConnDOT count data are presented in Tables 1 and 2.

In order to verify and update the ConnDOT counts, our office arranged for the installation of an automated traffic volume counter on Meadowbrook Lane, immediately

west of the existing Meadowbrook Gardens Driveway during April 2016. The count indicates a weekday average volume of 635 vehicles, with a morning peak hour volume of 44 vehicles (6:00 a.m.) and a p.m. peak hour volume of 72 vehicles (4:00 p.m.). The count is presented in Table 3.

In addition to the automated counts described above, movement turning movement counts were conducted during the morning and afternoon commuter peak periods at the intersections of Mansfield City Road with Meadowbrook Lane, at Meadowbrook Lane with Pollack Road / Adeline Place and at Route 195 with Conantville Road. Copies of these counts are provided in the appendix. The observed traffic volumes for the a.m. and p.m. peak hours are presented in Figure 2.

A review of the files of the Town of Mansfield and the Office of the State Traffic Administration (OSTA) did not reveal any traffic impact reports that need to be considered as part of the background traffic for this proposal.

A 2% per year growth rate was applied to the volumes in Figure 2 to grow traffic to a design year of 2017. The resultant volumes are the 2017 background traffic volumes for the study area. These volumes are presented in Figure 3.

Site Generated Traffic and Traffic Assignment

The proposed development is for a total of 36 new apartment units. The combined development will consist of a total of 86 apartment units. The trip generation for the development was calculated utilizing the ITE *Trip Generation* report. Included in the ITE Trip generation is land use 220 – Apartments. Applying the ITE equations to the existing 50 units and the 86 unit developments yields the following trip generations. The existing 50 units have a trip generation potential of 427 trips on a daily basis, with an a.m. peak hour of 28 trip made up of 6 entering trips and 22 exiting trips and a p.m. peak hour of 45 trips made up of 29 entering trip and 16 exiting trips. The combined 90 unit development has a trip generation potential of 669 trips on a daily basis, with an a.m. peak hour of 48 trips made up of 10 entering trips and 38 exiting trips and a p.m. peak hour of 67 trips made up of 44 entering trips and 23 exiting trips. By subtracting the trip generation of the 90 units from the existing 50 units, the trip generation for the proposed 40 units can be determined. Based on this methodology the proposed expansion can be expected to generate a total of 242 trips on a daily basis, with an a.m. peak hour of 20 trips made up of 4 entering trips and 16 exiting trips and a p.m. peak hour of 22 trips made up of 15 entering trip and 7 exiting trips. A summary of the trip generation results are presented as Table 4R-1.

The existing development is currently under construction and not yet occupied. Therefore we have presented the site generated traffic for the entire 86 units as the site generated traffic. In addition, we have assumed a directional distribution consistent with the original Traffic Engineering Solutions report. That distribution has 67% of the site

traffic oriented to and from the west and 67% to and from the east on Meadowbrook Lane. This distribution overestimates the site generated traffic by 34% but accounts for any variation in distribution.

Figure 4 presents the trip distribution used in this report. Figure 5 presents the site generated traffic based on the combined development traffic from Table 4 and the distribution in Figure 4. By adding the site generated traffic in Figure 5 to the background traffic volumes in Figure 3, the combined traffic volumes upon completion of the development can be determined. These volumes are presented in Figure 6.

Capacity Analysis and Traffic Impact

Capacity analyses were completed for the background and combined traffic volumes at the following intersections:

- Route 195 (Storrs Road) at Conantville Road
- Meadowbrook Lane at Pollack Road and Adeline Place
- Meadowbrook Lane at Mansfield City Road
- Meadowbrook Lane and the Meadowbrook Garden Driveway

The analyses were completed to determine the operational condition of the intersections before and after the introduction of site traffic, thereby determining the impact of site traffic on the intersection. The methodology employed is found in the Highway Capacity Manual (HCM), published by the Transportation Research Board. This methodology results in an intersection rating in terms of "Level of Service" (LOS), which defines the amount of delay expected at the intersection. The Levels of service results are presented in Table 5. A brief description of each intersection is presented here.

Route 195 at Conantville Road – This is an existing un-signalized "T" intersection with Route 195 (Storrs Road) oriented in the north/south direction. Conantville Road approaches from the west. The northbound and southbound Route 195 approaches each provide a single lane approach and operate free of control. The Conantville Road approach provides a single lane and operates under stop sign control. An analysis indicates that the northbound and southbound Route 195 approaches operate at a LOS A during peak hours under the background traffic volume conditions. The Conantville Road approach operates at a LOS C during the peak hours under the background conditions. With the introduction of the site generated traffic the Route 195 approaches will continue to operate at a LOS A. The Conantville Road approach will operte at a LOS C during the a.m. peak hour and at a LOS D during the p.m. peak hour. The increase in average vehicular delay for the Conantville Road approach is approximately 1 second during the morning peak hour and approximately 4 seconds during the p.m. peak hour.

Meadowbrook Lane at Pollack Road / Adeline Place - This is an existing four way un-signalized intersection. Meadowbrook Lane is oriented in the east/west direction. Meadowbrook lane provides a single lane on each approach and operates free of control. Pollack Road approaches from the south, provides a single lane approach and operates under stop sign control. Adeline lane approaches from the north, provides a single lane approach and operates under stop sign control. An analysis indicates that all approaches will operate at a LOS A during peak hours under the background and combined traffic volume conditions.

Mansfield City Road at Meadowbrook Lane / Park Entrance - This is an existing four way un-signalized intersection. Mansfield City Road is oriented in the north/south direction. Meadowbrook Lane approaches from the east. The Park Entrance approaches from the west. The northbound approach provides a dedicated left turn lane and a shared through/right turn lane. The southbound approach provides a single lane approach. Meadowbrook lane provides a single lane approach. The Park Entrance provides a shared through/left turn lane and an exclusive right turn lane. The northbound and southbound approaches each operate free. The side street approaches operate under stop sign control. An analysis indicates that all approaches will operate at a LOS B or better during peak hours under the background and combined traffic volume conditions.

Meadowbrook Lane at Meadowbrook Gardens Driveway – There is one existing and one proposed site driveway. For purposes of this analysis we have assumed a single driveway. Meadowbrook Lane lies in an east/west orientation. Meadowbrook Lane provides a single lane on each approach and operates free of control. The Meadowbrook Gardens Driveway approaches from the south and provides a single lane approach and operates under stop sign control. An analysis of the intersection indicates that all movements will operate at a LOS A during peak hours under the combined traffic volume conditions.

Site Access

The existing development has access to Meadowbrook Lane by a single un-signalized driveway. The driveway provides 24 feet of pavement with a single 12 foot lane for both entering and exiting traffic separated by a raised landscaped median. The driveway operates under stop sign control.

The proposed site driveway will also be to Meadowbrook Lane, located approximately 350 feet west of the existing site driveway. The proposed driveway will provide 24 feet of pavement with a single 12 foot lane for both entering and exiting traffic separated by a raised landscaped median. The driveway operates under stop sign control.

The available sight distances at the two site driveways are in excess of 500 feet in each direction. The 500 foot sight distance meets the current ConnDOT criteria for an

approach speed of 45 miles per hour. Meadowbrook Road is posted at 25 miles per hour. An 85% speed of 35 mph was recorded by the Town of Mansfield during August 2007.

The driveways have been designed to accommodate an SU-30 design vehicle and will be capable of providing access to emergency vehicles.

Conclusion

The current proposal is for an expansion of 36 new apartment units to the existing 50 apartment unit complex known as Meadowbrook Gardens. The proposed development is projected to generate an additional 20 trips during the morning peak hour and an additional 22 trips during the p.m. peak hour. Based on this analysis, it is our professional opinion that the existing roadway network has sufficient excess capacity and will be capable of accommodating the increase in traffic volumes associated with this proposed expansion with little or no change in the operating condition of the roadway network. The site driveway is properly designed to accommodate the anticipated driveway volumes and it will operate at acceptable levels of service. The available sight distances from the proposed site driveway meet current ConnDOT requirements for the 85% speed.

We appreciate the opportunity to provide this analysis to you. A representative from our firm will be available to present testimony in support of your application at a hearing upon your request. Please notify me of the proposed hearing schedule as soon as is practicable. If you require any additional information, please do not hesitate to contact us.

Very truly yours,
F. A. HESKETH & ASSOCIATES, INC.

Scott F. Hesketh, P.E.
Manager of Transportation Engineering

cc: Michael Yenke

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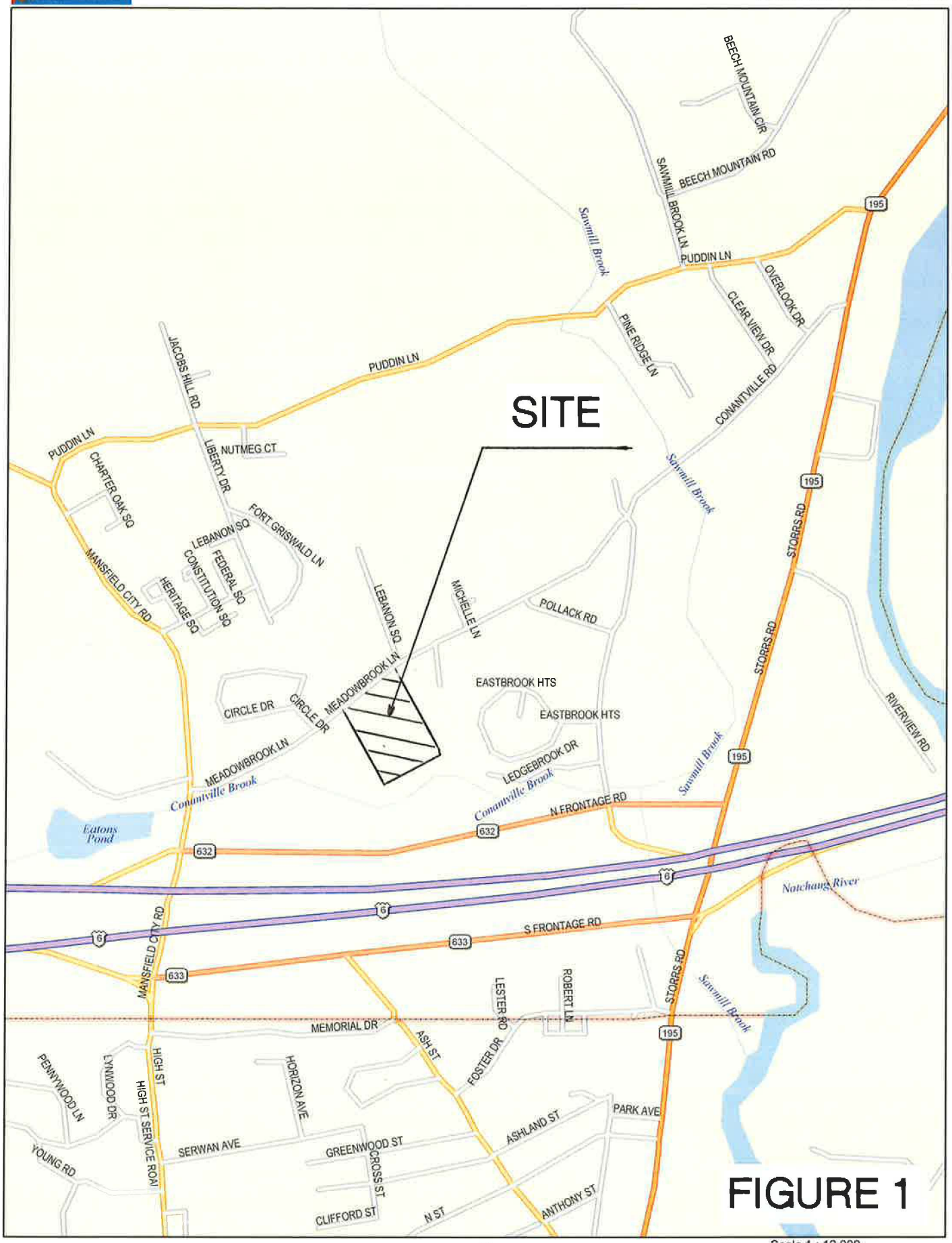

FIGURE 1

Data use subject to license.
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www.delorme.com

TN
MN (13.9°W)

Scale 1 : 12,000
1" = 1,000.0 ft
Data Zoom 14-1

TABLE 1
ConnDOT TRAFFIC VOLUMES
CONANTVILLE ROAD WEST OF ROUTE 195
STATION NO. 077 2068

	15-Oct-14 WEDNESDAY			16-Oct-14 THURSDAY			17-Oct-14 FRIDAY		
	EB	WB	Total	EB	WB	Total	EB	WB	Total
12:00				1	3	4	1	4	5
1:00				0	1	1	0	2	2
2:00				0	2	2	1	2	3
3:00				1	1	2	0	1	1
4:00				1	1	2	2	1	3
5:00				5	0	5	3	1	4
6:00				10	6	16	14	9	23
7:00				24	31	55	31	33	64
8:00	**43**	**30**	**73**	32	40	72			
9:00	27	32	59	25	31	56			
10:00	27	18	45	28	14	42			
11:00	31	33	64	36	30	66			
12:00	34	34	68	35	30	65			
1:00	26	24	50	33	23	56			
2:00	34	36	70	31	32	63			
3:00	**47**	**38**	**85**	37	43	80			
4:00	40	43	83	39	39	78			
5:00	33	20	53	34	23	57			
6:00	26	33	59	27	27	54			
7:00	17	13	30	16	18	34			
8:00	8	14	22	12	13	25			
9:00	6	6	12	10	8	18			
10:00	9	5	14	6	5	11			
11:00	1	2	3	1	2	3			
	409	381	790	444	423	867	52	53	105

2014 ADT = 800 for station 2068 in Mansfield

TABLE 2
ConnDOT TRAFFIC VOLUMES
CONANTVILLE ROAD NORTH OF POLLACK ROAD
STATION NO. 077 2068

	3-Oct-11 MONDAY EB	4-Oct-11 TUESDAY EB
12:00		3
1:00		2
2:00		0
3:00		1
4:00		2
5:00		2
6:00		15
7:00	31	
8:00	52	
9:00	39	
10:00	30	
11:00	34	
12:00	43	
1:00	44	
2:00	36	
3:00	63	
4:00	52	
5:00	59	
6:00	27	
7:00	29	
8:00	17	
9:00	7	
10:00	6	
11:00	5	
	574	25

2011 ADT = 550 for station 87 in Mansfield

F. A. Hesketh & Associates, Inc.
6 Creamery Brook
East Granby, CT 06026
Phone: (860) 653-8000

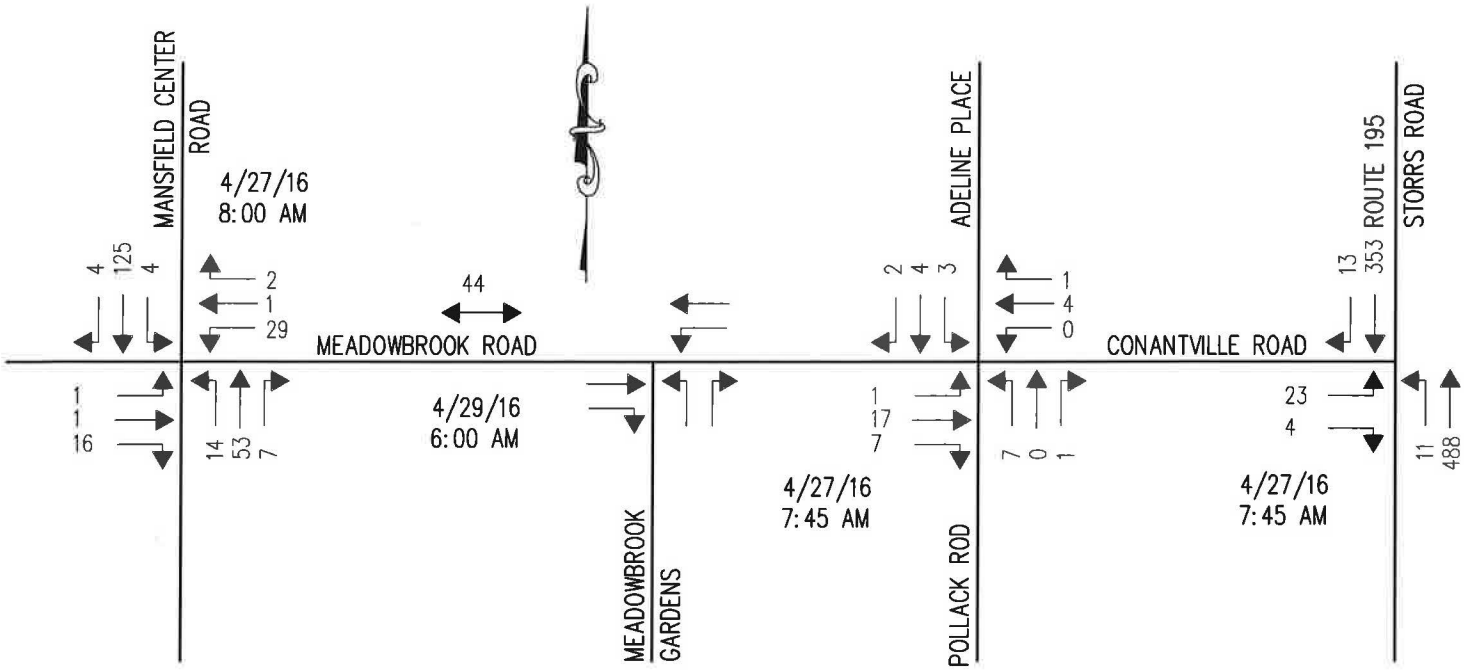
Meadowbrook Road
wwest of Site Driveway
Mansfield, CT
Job No. 12111

Date Start: 26-Apr-16
Date End: 29-Apr-16
Site Code: 5566339

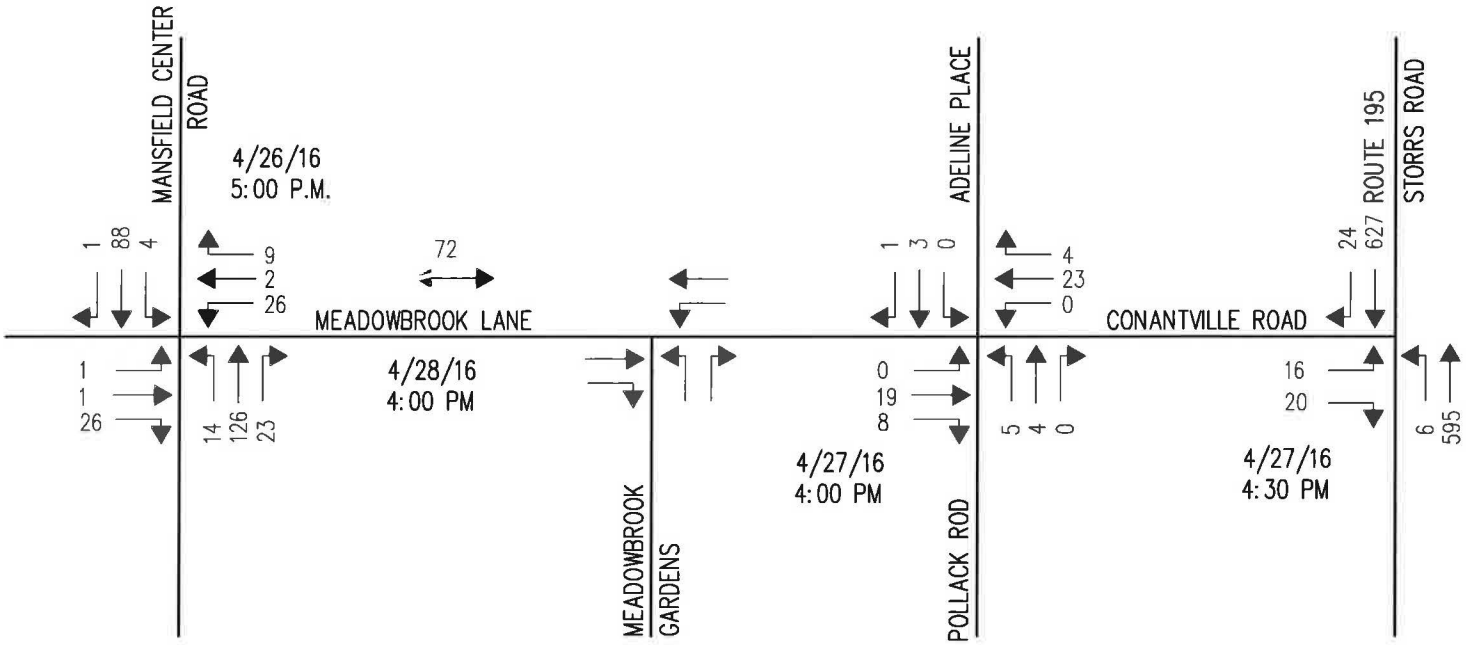
TABLE 3

Volume -02

Start Time	25-Apr-16 Mon	26-Apr-16 Tue	27-Apr-16 Wed	28-Apr-16 Thu	29-Apr-16 Fri	Weekday Average	30-Apr-16 Sat	01-May-16 Sun
12:00 AM	*	*	3	6	1	3	*	*
01:00	*	*	0	2	0	1	*	*
02:00	*	*	2	4	0	2	*	*
03:00	*	*	2	4	1	2	*	*
04:00	*	*	2	5	3	3	*	*
05:00	*	*	16	27	17	20	*	*
06:00	*	*	38	28	44	37	*	*
07:00	*	*	32	38	36	35	*	*
08:00	*	*	23	42	36	34	*	*
09:00	*	*	29	49	13	30	*	*
10:00	*	*	31	40	*	36	*	*
11:00	*	*	56	52	*	54	*	*
12:00 PM	*	*	39	45	*	42	*	*
01:00	*	*	36	36	*	36	*	*
02:00	*	*	67	55	*	61	*	*
03:00	*	*	57	47	*	52	*	*
04:00	*	*	43	72	*	58	*	*
05:00	*	*	37	34	*	36	*	*
06:00	*	25	24	39	*	29	*	*
07:00	*	14	19	33	*	22	*	*
08:00	*	4	10	8	*	7	*	*
09:00	*	3	11	4	*	6	*	*
10:00	*	9	3	8	*	7	*	*
11:00	*	3	8	4	*	5	*	*
Total	0	58	588	682	151		0	0
Percentage	0.0%	9.4%	95.1%	110.4%	24.4%		0.0%	0.0%
AM Peak	-	-	11:00	11:00	06:00	-	-	-
Vol.	-	-	56	52	44	-	-	-
PM Peak	-	18:00	14:00	16:00	-	-	-	-
Vol.	-	25	67	72	-	-	-	-
Total		58	588					



A.M. PEAK HOUR



P.M. PEAK HOUR

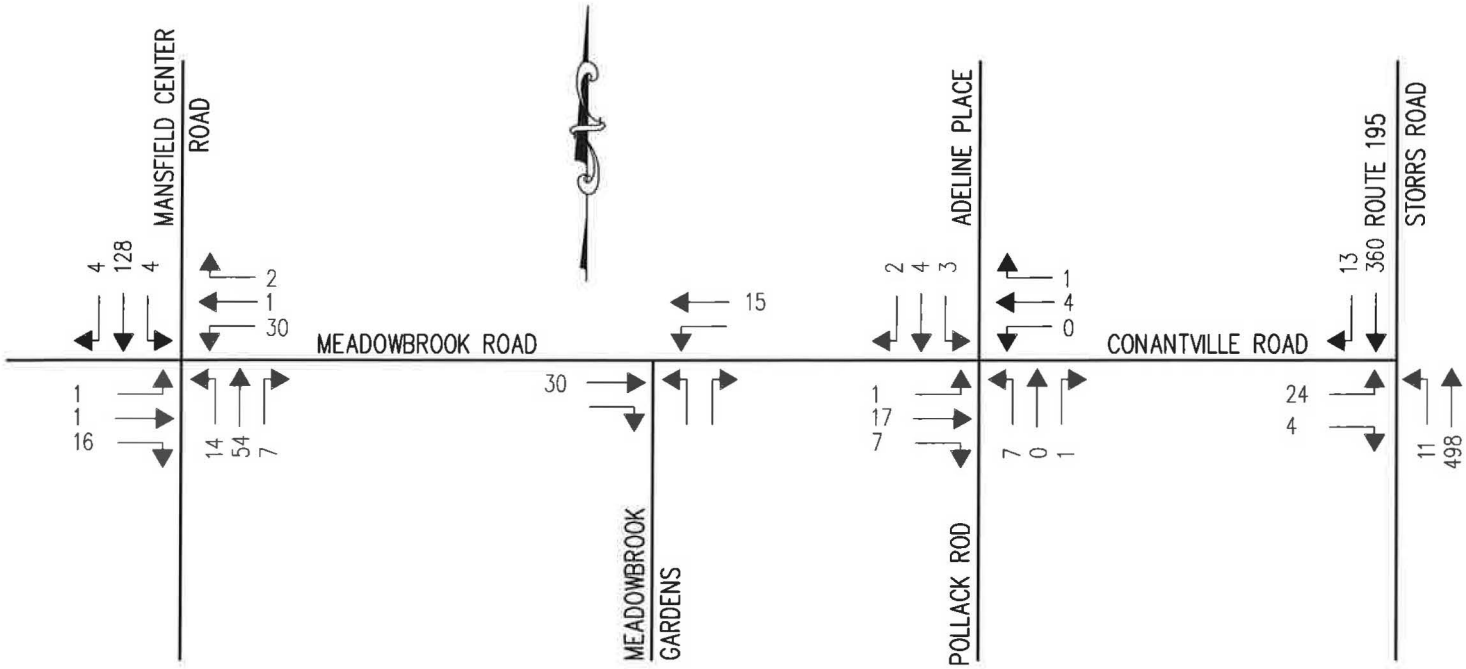
FIGURE 2 4/29/16

OBSERVED TRAFFIC VOLUMES
A.M. & P.M. PEAK HOURS

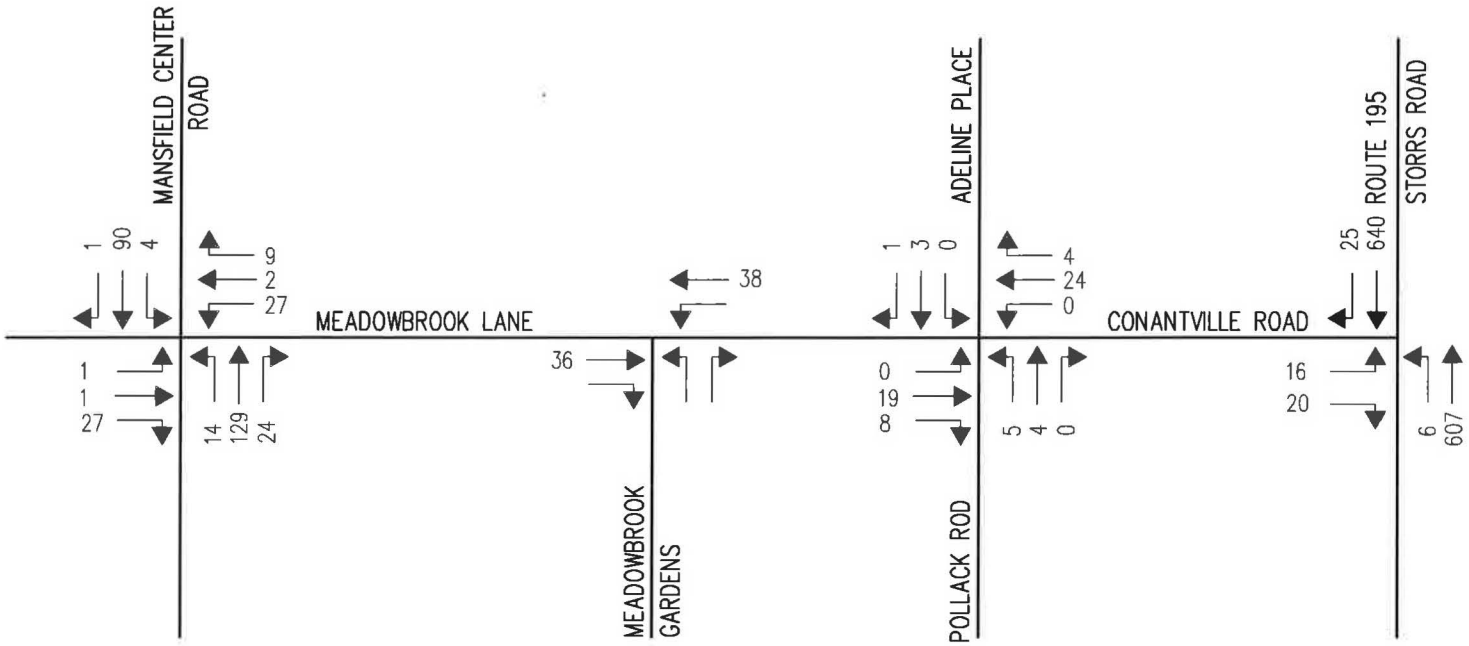
MEADOWBROOK GARDENS
MEADOWBROOK LANE
MANSFIELD, CONNECTICUT

F. A. Hesketh & Associates, Inc.
6 CREAMERY BROOK, EAST GRANBY, CT 06026
FAH
TRAFFIC
PLANNING
ENGINEERING
DESIGN

NOT TO SCALE



A.M. PEAK HOUR



P.M. PEAK HOUR

FIGURE 2 INCREASED 2% TO
DESIGN YEAR 2017

FIGURE 3 4/29/16

2017 BACKGROUND TRAFFIC
A.M. & P.M. PEAK HOURS

MEADOWBROOK GARDENS

MEADOWBROOK LANE
MANSFIELD, CONNECTICUT

F. A. Hesketh & Associates, Inc.
6 CREAMERY BROOK, EAST GRANBY, CT 06026
FAH
TRAFFIC
PLANNING
ENGINEERING
DESIGN

NOT TO SCALE

Table 4 R1
Trip Generation
Meadowbrook Gardens
Meadowbrook Lane - Mansfield, CT

Land Use	Size	ADT	A.M. Peak Hour Enter	A.M. Peak Hour Exit	A.M. Peak Hour Total	P.M. Peak Hour Enter	P.M. Peak Hour Exit	P.M. Peak Hour Total
Combined Development								
Apartment	~~90~~ 86 Units	669	10	38	48	44	23	67
Existing Development								
Apartment	50 Units	427	6	22	28	29	16	45
Proposed Development								
Apartment	~~40~~ 36 units	**242**	**4**	**16**	**20**	**15**	**7**	**22**

* - CALCULATIONS BASED ON 90 UNITS AND 36 UNITS FROM AN EARLIER ITERATION OF THE PROPOSAL

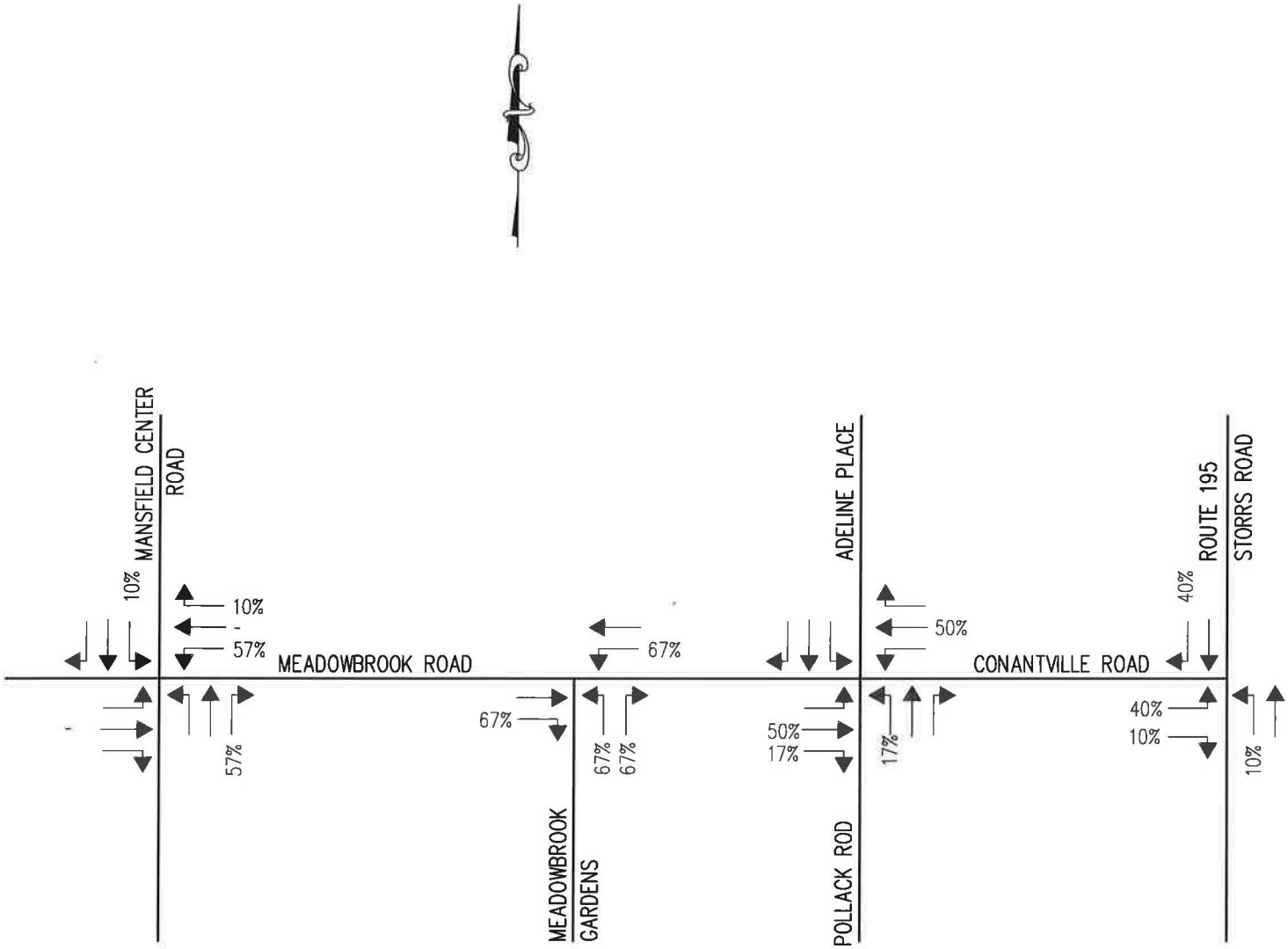


FIGURE 4 4/29/16

DIRECTIONAL DISTRIBUTION OF SITE GENERATED TRAFFIC

MEADOWBROOK GARDENS

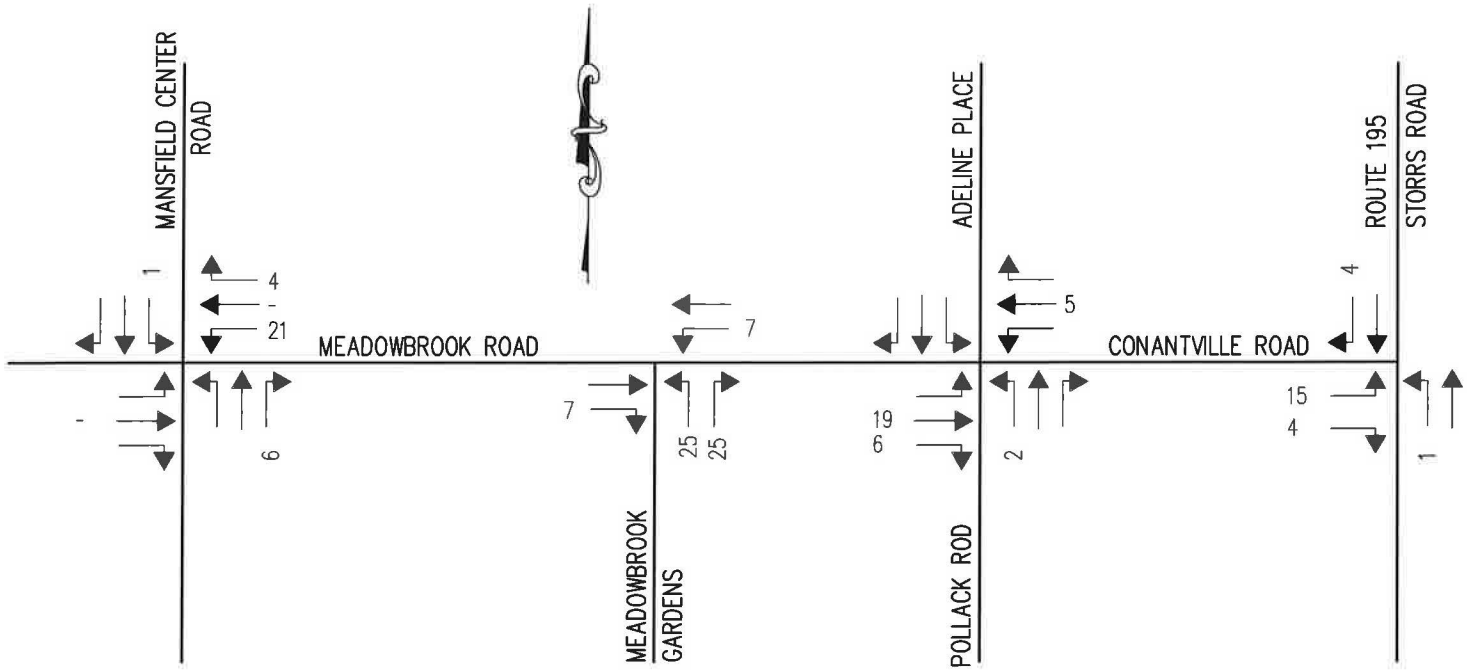
MEADOWBROOK LANE
MANSFIELD, CONNECTICUT

F. A. Hesketh & Associates, Inc.
6 CREAMERY BROOK, EAST GRANBY, CT 06026

FAH

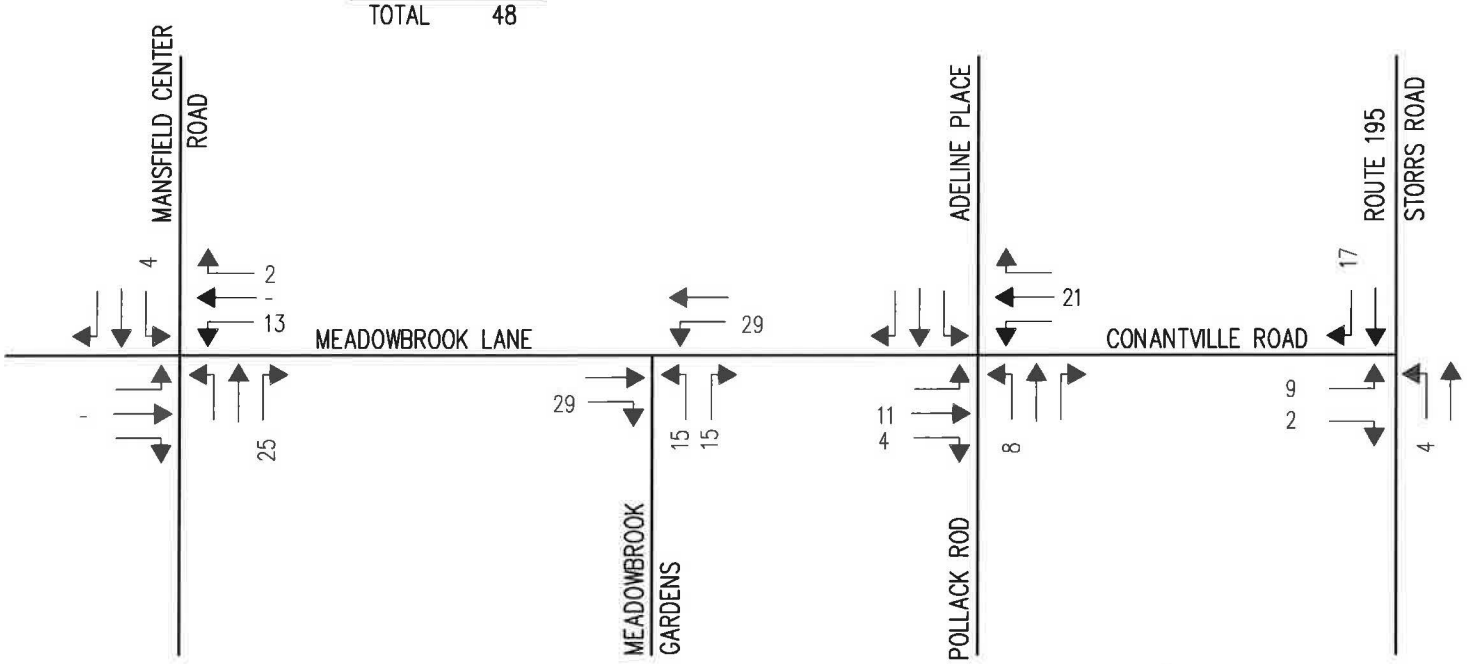
TRAFFIC
PLANNING
ENGINEERING
DESIGN

NOT TO SCALE



ENTER	10
EXIT	38
TOTAL	48

A.M. PEAK HOUR



ENTER	44
EXIT	23
TOTAL	67

P.M. PEAK HOUR

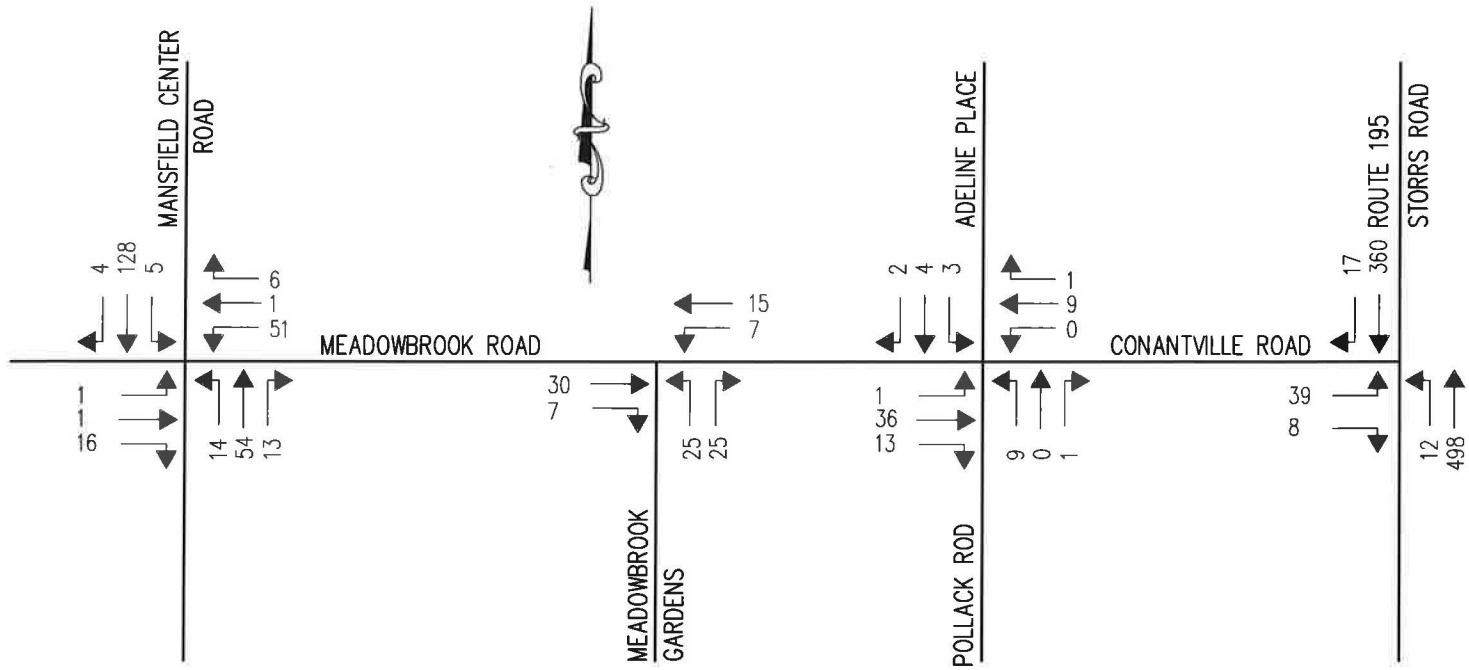
FIGURE 5 4/29/16

SITE GENERATED TRAFFIC
A.M. & P.M. PEAK HOURS

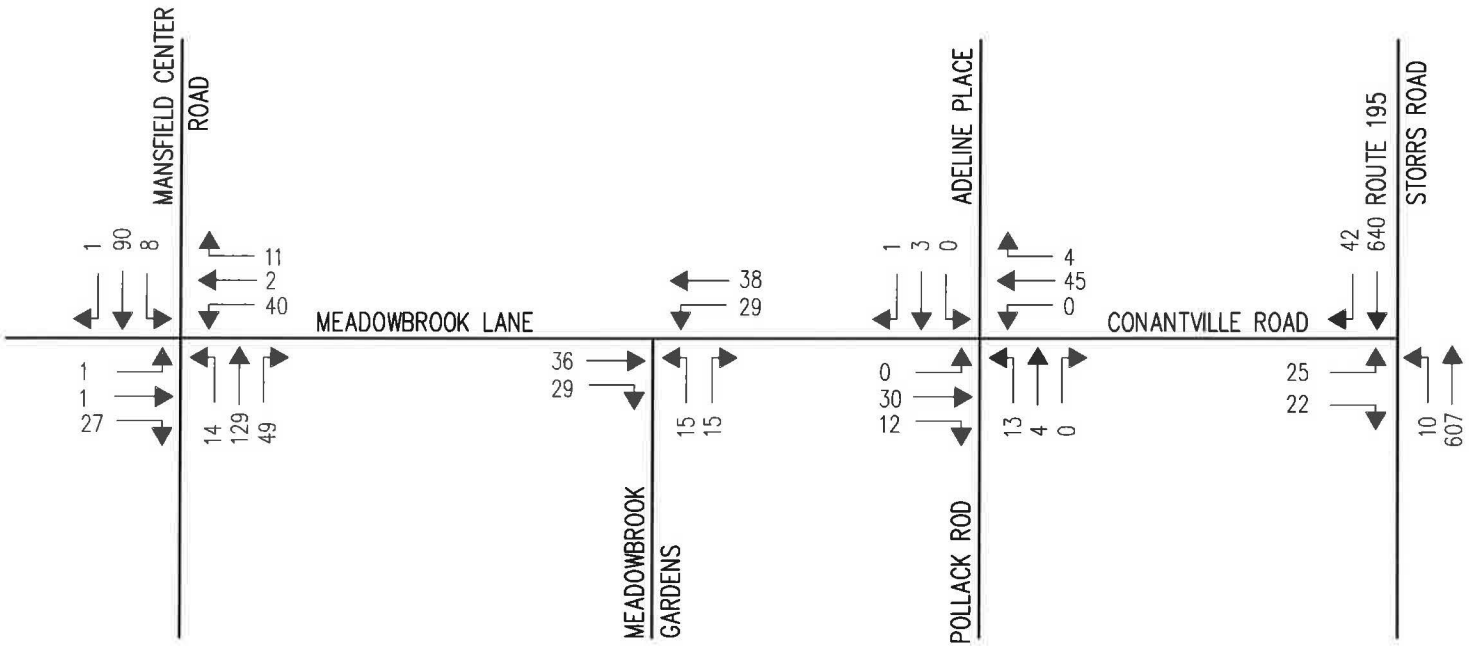
MEADOWBROOK GARDENS
MEADOWBROOK LANE
MANSFIELD, CONNECTICUT

F. A. Hesketh & Associates, Inc.
6 CREAMERY BROOK, EAST GRANBY, CT 06026
FAH
TRAFFIC
PLANNING
ENGINEERING
DESIGN

NOT TO SCALE



A.M. PEAK HOUR



P.M. PEAK HOUR

FIGURE 6 4/29/16

2017 COMBINED TRAFFIC
A.M. & P.M. PEAK HOURS

MEADOWBROOK GARDENS
MEADOWBROOK LANE
MANSFIELD, CONNECTICUT

F. A. Hesketh & Associates, Inc.
6 CREAMERY BROOK, EAST GRANBY, CT 06026
FAH
TRAFFIC
PLANNING
ENGINEERING
DESIGN

NOT TO SCALE

Table 5-R1
Level of Service Summary
Meadowbrook Gardens - Mansfield, CT

		A. M. PEAK HOUR								P. M. PEAK HOUR							
		Background Traffic				Combined Traffic				Background Traffic				Combined Traffic			
		LOS	delay	v/c	Queue	LOS	delay	v/c	Queue	LOS	delay	v/c	Queue	LOS	delay	v/c	Queue
Route 195 (Storrs Road) at Conantville Road																	
NB		A	0.3	0.01	1	A	0.3	0.01	1	A	0.2	0.01	0	A	0.3	0.01	1
SB		A	0.0	0.24	0	A	0.0	0.24	0	A	0.0	0.43	0	A	0.0	0.44	0
EB		C	18.1	0.10	8	C	19.0	0.17	15	C	22.6	0.16	14	D	26.4	0.23	22
Meadowbrook Lane at Pollack Road / Adeline Place																	
NB		A	8.7	0.01	1	A	8.9	0.01	1	A	9.1	0.01	1	A	9.3	0.02	2
SB		A	8.9	0.01	1	A	9.0	0.01	1	A	9.1	0.00	0	A	9.3	0.01	0
EB		A	0.3	0.00	0	A	0.1	0.00	0	A	0.0	0.00	0	A	0.0	0.00	0
WB		A	0.0	0.00	0	A	0.0	0.00	0	A	0.0	0.00	0	A	0.0	0.00	0
Mansfield Center Road at Meadowbrook Road / Park Entrance																	
NB	Left	A	7.5	0.01	1	A	7.5	0.01	1	A	7.4	0.01	1	A	7.4	0.01	1
	Thru/Right	A	0.0	0.04	0	A	0.0	0.04	0	A	0.0	0.10	0	A	0.0	0.11	0
SB		A	0.2	0.00	0	A	0.3	0.00	0	A	0.3	0.00	0	A	0.7	0.01	0
EB	Left/Thru	B	10.4	0.00	0	B	10.4	0.00	0	B	10.8	0.00	0	B	11.0	0.00	0
	Right	A	9.0	0.02	1	A	9.0	0.02	1	A	8.9	0.03	2	A	8.9	0.03	2
WB		B	10.6	0.05	4	B	10.8	0.09	8	B	10.9	0.06	5	B	11.3	0.09	8
Meadowbrook Lane at Meadowbrook Gardens Driveway																	
NB						A	8.9	0.06	4					A	9.1	0.04	3
EB						A	0.0	0.02	0					A	0.0	0.04	0
WB						A	2.3	0.00	0					A	3.3	0.02	2

4/29/2016

APPENDIX

ConnDOT COUNT DATA

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF POLICY AND PLANNING
PLANNING INVENTORY AND DATA

TRAFFIC RECORDER DATA

TOWN OF MANSFIELD ROUTE DIRECTION E

CONANTVILLE ROAD #1 - NE OF OVERLOOK DR

DAY	SUN	MON	TUE	WED	THU	FRI	SAT
DATE	0	0	0	10/15/2014	10/16/2014	10/17/2014	0
TYPE							
HOUR							

2014 ADT = 400 ACF = NA

****

12A	0	0	0	0	1	1	0
01A	0	0	0	0	0	0	0
02A	0	0	0	0	0	1	0
03A	0	0	0	0	1	0	0
04A	0	0	0	0	1	2	0
05A	0	0	0	0	5	3	0
06A	0	0	0	0	10	14	0
07A	0	0	0	0	24	31	0
08A	0	0	0	43	32	0	0
09A	0	0	0	27	25	0	0
10A	0	0	0	27	28	0	0
11A	0	0	0	31	36	0	0
12P	0	0	0	34	35	0	0
01P	0	0	0	26	33	0	0
02P	0	0	0	34	31	0	0
03P	0	0	0	47	37	0	0
04P	0	0	0	40	39	0	0
05P	0	0	0	33	34	0	0
06P	0	0	0	26	27	0	0
07P	0	0	0	17	16	0	0
08P	0	0	0	8	12	0	0
09P	0	0	0	6	10	0	0
10P	0	0	0	9	6	0	0
11P	0	0	0	1	1	0	0
TOT	0	0	0	409	444	52	0

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF POLICY AND PLANNING
PLANNING INVENTORY AND DATA

TRAFFIC RECORDER DATA

TOWN OF MANSFIELD ROUTE DIRECTION W

CONANTVILLE ROAD #1 - NE OF OVERLOOK DR

DAY	SUN	MON	TUE	WED	THU	FRI	SAT
DATE	0	0	0	10/15/2014	10/16/2014	10/17/2014	0
TYPE							
HOUR							

2014 ADT = 400 ACF = NA

****

12A	0	0	0	0	3	4	0
01A	0	0	0	0	1	2	0
02A	0	0	0	0	2	2	0
03A	0	0	0	0	1	1	0
04A	0	0	0	0	1	1	0
05A	0	0	0	0	0	1	0
06A	0	0	0	0	6	9	0
07A	0	0	0	0	31	33	0
08A	0	0	0	30	40	0	0
09A	0	0	0	32	31	0	0
10A	0	0	0	18	14	0	0
11A	0	0	0	33	30	0	0
12P	0	0	0	34	30	0	0
01P	0	0	0	24	23	0	0
02P	0	0	0	36	32	0	0
03P	0	0	0	38	43	0	0
04P	0	0	0	43	39	0	0
05P	0	0	0	20	23	0	0
06P	0	0	0	33	27	0	0
07P	0	0	0	13	18	0	0
08P	0	0	0	14	13	0	0
09P	0	0	0	6	8	0	0
10P	0	0	0	5	5	0	0
11P	0	0	0	2	2	0	0
TOT	0	0	0	381	423	53	0

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
BUREAU OF POLICY AND PLANNING
PLANNING INVENTORY AND DATA

TRAFFIC RECORDER DATA

TOWN OF MANSFIELD ROUTE DIRECTION B

CONANTVILLE RD #1 - NORTH OF POLLACK RD

DAY	SUN	MON	TUE	WED	THU	FRI	SAT
DATE	0	10/03/2011	10/04/2011	0	0	0	0
TYPE							
HOUR							

2011 ADT = 550 ACF = NA

****

12A	0	0	3	0	0	0	0
01A	0	0	2	0	0	0	0
02A	0	0	0	0	0	0	0
03A	0	0	1	0	0	0	0
04A	0	0	2	0	0	0	0
05A	0	0	2	0	0	0	0
06A	0	0	15	0	0	0	0
07A	0	31	0	0	0	0	0
08A	0	52	0	0	0	0	0
09A	0	39	0	0	0	0	0
10A	0	30	0	0	0	0	0
11A	0	34	0	0	0	0	0
12P	0	43	0	0	0	0	0
01P	0	44	0	0	0	0	0
02P	0	36	0	0	0	0	0
03P	0	63	0	0	0	0	0
04P	0	52	0	0	0	0	0
05P	0	59	0	0	0	0	0
06P	0	27	0	0	0	0	0
07P	0	29	0	0	0	0	0
08P	0	17	0	0	0	0	0
09P	0	7	0	0	0	0	0
10P	0	6	0	0	0	0	0
11P	0	5	0	0	0	0	0
TOT	0	574	25	0	0	0	0

F.A. HESKETH

TURNING MOVEMENT COUNTS

F.A. Hesketh & Associates, Inc.
6 Creamery Brook
East Granby, CT 06026
Phone: (860) 653-8000 Fax: (860) 844-860

Route 195 at
Conantville Road
Mansfield, CT
Job NO. 15131

File Name : RT195AM
Site Code : 00222222
Start Date : 4/27/2016
Page No : 1

Groups Printed- Unshifted

	Route 195 From North			Route 195 From South				Conantville Road From West			
Start Time	Right	Thru	App. Total	Thru	Left	Peds	App. Total	Right	Left	App. Total	Int. Total
Factor	1.0	1.0		1.0	1.0	1.0		1.0	1.0		
07:00 AM	1	68	69	95	3	0	98	0	6	6	173
07:15 AM	4	86	90	63	0	0	63	0	4	4	157
07:30 AM	3	86	89	120	1	0	121	1	7	8	218
07:45 AM	4	95	99	129	5	0	134	1	4	5	238
Total	12	335	347	407	9	0	416	2	21	23	786
08:00 AM	3	86	89	90	1	0	91	2	7	9	189
08:15 AM	5	81	86	121	2	0	123	1	2	3	212
08:30 AM	1	91	92	148	3	0	151	0	10	10	253
08:45 AM	6	84	90	109	3	0	112	2	3	5	207
Total	15	342	357	468	9	0	477	5	22	27	861
Grand Total	27	677	704	875	18	0	893	7	43	50	1647
Apprch %	3.8	96.2		98.0	2.0	0.0		14.0	86.0		
Total %	1.6	41.1	42.7	53.1	1.1	0.0	54.2	0.4	2.6	3.0	

	Route 195 From North			Route 195 From South				Conantville Road From West			
Start Time	Right	Thru	App. Total	Thru	Left	Peds	App. Total	Right	Left	App. Total	Int. Total
Peak Hour From 07:00 AM to 08:45 AM - Peak 1 of 1											
Intersection	07:45 AM										
Volume	13	353	366	488	11	0	499	4	23	27	892
Percent	3.6	96.4		97.8	2.2	0.0		14.8	85.2		
08:30 Volume	1	91	92	148	3	0	151	0	10	10	253
Peak Factor											0.881
High Int.	07:45 AM			08:30 AM				08:30 AM			
Volume	4	95	99	148	3	0	151	0	10	10	
Peak Factor			0.924				0.826			0.675	
Peak Hour From 07:00 AM to 08:45 AM - Peak 1 of 1											
By Approach	07:15 AM			07:45 AM				07:45 AM			
Volume	14	353	367	488	11	0	499	4	23	27	
Percent	3.8	96.2		97.8	2.2	0.0		14.8	85.2		
High Int.	07:45 AM			08:30 AM				08:30 AM			
Volume	4	95	99	148	3	0	151	0	10	10	
Peak Factor			0.927				0.826			0.675	

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6 Creamery Brook
East Granby, CT 06026
Phone: (860) 653-8000 Fax: (860) 844-860

Route 195 at
Conantville Road
Mansfield, CT
Job No. 15131

File Name : rt195pm
Site Code : 00022222
Start Date : 4/27/2016
Page No : 1

Groups Printed- Unshifted

	Route 195 From North			Route 195 From South			Connantville Road From West			
Start Time	Right	Thru	App. Total	Thru	Left	App. Total	Right	Left	App. Total	Int. Total
Factor	1.0	1.0		1.0	1.0		1.0	1.0		
04:00 PM	9	147	156	127	1	128	10	4	14	298
04:15 PM	8	141	149	127	4	131	8	8	16	296
04:30 PM	4	156	160	129	1	130	3	4	7	297
04:45 PM	5	155	160	136	1	137	6	5	11	308
Total	26	599	625	519	7	526	27	21	48	1199
05:00 PM	8	164	172	157	4	161	6	3	9	342
05:15 PM	7	152	159	173	0	173	5	4	9	341
05:30 PM	4	131	135	142	1	143	4	7	11	289
05:45 PM	5	99	104	131	4	135	2	7	9	248
Total	24	546	570	603	9	612	17	21	38	1220
*** BREAK ***										
Grand Total	50	1145	1195	1122	16	1138	44	42	86	2419
Apprch %	4.2	95.8		98.6	1.4		51.2	48.8		
Total %	2.1	47.3	49.4	46.4	0.7	47.0	1.8	1.7	3.6	

	Route 195 From North			Route 195 From South			Connantville Road From West			
Start Time	Right	Thru	App. Total	Thru	Left	App. Total	Right	Left	App. Total	Int. Total
Peak Hour From 04:00 PM to 06:00 PM - Peak 1 of 1										
Intersection	04:30 PM									
Volume	24	627	651	595	6	601	20	16	36	1288
Percent	3.7	96.3		99.0	1.0		55.6	44.4		
05:00 Volume	8	164	172	157	4	161	6	3	9	342
Peak Factor										0.942
High Int.	05:00 PM			05:15 PM			04:45 PM			
Volume	8	164	172	173	0	173	6	5	11	
Peak Factor			0.946			0.868			0.818	
Peak Hour From 04:00 PM to 06:00 PM - Peak 1 of 1										
By Approach	04:30 PM			04:45 PM			04:00 PM			
Volume	24	627	651	608	6	614	27	21	48	
Percent	3.7	96.3		99.0	1.0		56.3	43.8		
High Int.	05:00 PM			05:15 PM			04:15 PM			
Volume	8	164	172	173	0	173	8	8	16	
Peak Factor			0.946			0.887			0.750	

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Mansfield Center Road at
Meadowbrook Road
Mansfield, CT
Job No. 15131

File Name : MCR AM2
Site Code : 02222334
Start Date : 4/27/2016
Page No : 1

Groups Printed- Unshifted

	Mansfield Center Road From North				Meadowbrook Road From East				Mansfield Center Road From South				Park Entrance From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Factor	1.0	1.0	1.0		1.0	1.0	1.0		1.0	1.0	1.0		1.0	1.0	1.0		
07:00 AM	0	32	0	32	0	1	1	2	3	5	1	9	0	0	2	2	45
07:15 AM	0	33	0	33	2	0	8	10	6	8	0	14	1	0	0	1	58
07:30 AM	1	18	0	19	1	0	6	7	2	10	4	16	2	0	1	3	45
07:45 AM	0	31	1	32	2	0	3	5	8	11	3	22	2	0	1	3	62
Total	1	114	1	116	5	1	18	24	19	34	8	61	5	0	4	9	210
08:00 AM	1	35	1	37	0	1	8	9	1	8	2	11	4	0	0	4	61
08:15 AM	1	30	0	31	2	0	10	12	0	21	2	23	2	1	0	3	69
08:30 AM	2	28	1	31	0	0	6	6	3	12	3	18	3	0	1	4	59
08:45 AM	0	32	2	34	0	0	5	5	3	12	7	22	7	0	0	7	68
Total	4	125	4	133	2	1	29	32	7	53	14	74	16	1	1	18	257
Grand Total	5	239	5	249	7	2	47	56	26	87	22	135	21	1	5	27	467
Apprch %	2.0	96.0	2.0		12.5	3.6	83.9		19.3	64.4	16.3		77.8	3.7	18.5		
Total %	1.1	51.2	1.1	53.3	1.5	0.4	10.1	12.0	5.6	18.6	4.7	28.9	4.5	0.2	1.1	5.8	

	Mansfield Center Road From North				Meadowbrook Road From East				Mansfield Center Road From South				Park Entrance From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Intersection	08:00 AM																
Volume	4	125	4	133	2	1	29	32	7	53	14	74	16	1	1	18	257
Percent	3.0	94.0	3.0		6.3	3.1	90.6		9.5	71.6	18.9		88.9	5.6	5.6		
08:15 Volume	1	30	0	31	2	0	10	12	0	21	2	23	2	1	0	3	69
Peak Factor																	0.931
High Int.	08:00 AM				08:15 AM				08:15 AM				08:45 AM				
Volume	1	35	1	37	2	0	10	12	0	21	2	23	7	0	0	7	
Peak Factor				0.899				0.667				0.804				0.643	
Peak Hour From 07:00 AM to 08:45 AM - Peak 1 of 1																	
By Approach	08:00 AM				07:30 AM				07:45 AM				08:00 AM				
Volume	4	125	4	133	5	1	27	33	12	52	10	74	16	1	1	18	
Percent	3.0	94.0	3.0		15.2	3.0	81.8		16.2	70.3	13.5		88.9	5.6	5.6		
High Int.	08:00 AM				08:15 AM				08:15 AM				08:45 AM				
Volume	1	35	1	37	2	0	10	12	0	21	2	23	7	0	0	7	
Peak Factor				0.899				0.688				0.804				0.643	

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Mansfield Center Road at
Meadowbrook Road
MAnsfield, CT
Job No. 15131

File Name : mcr pm2
Site Code : 08888886
Start Date : 4/26/2016
Page No : 1

Groups Printed- Unshifted

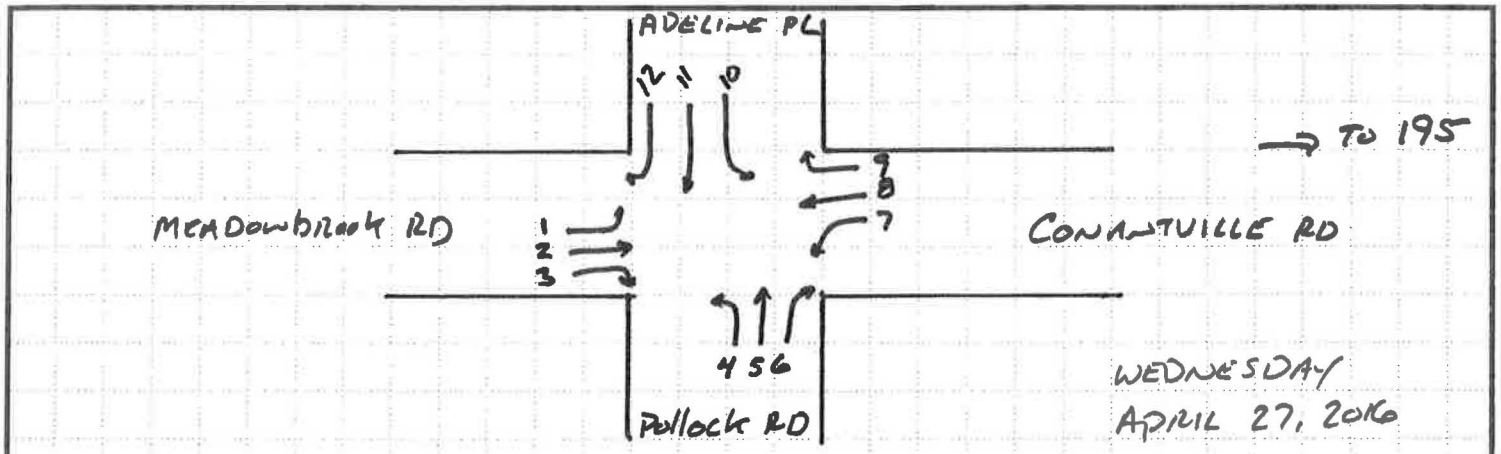
	Mansfield City Road From North				Meadowbrook Road From East				Mansfield City Road From South				Park Entrance From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Factor	1.0	1.0	1.0		1.0	1.0	1.0		1.0	1.0	1.0		1.0	1.0	1.0		
04:00 PM	2	27	2	31	0	0	5	5	10	25	14	49	5	0	1	6	91
04:15 PM	1	15	2	18	0	0	3	3	5	27	9	41	3	0	2	5	67
04:30 PM	2	20	1	23	1	0	8	9	6	22	3	31	5	0	2	7	70
04:45 PM	0	24	2	26	1	0	3	4	7	22	6	35	5	1	1	7	72
Total	5	86	7	98	2	0	19	21	28	96	32	156	18	1	6	25	300
05:00 PM	0	21	0	21	3	0	9	12	4	31	6	41	3	0	0	3	77
05:15 PM	0	16	1	17	2	1	5	8	7	32	4	43	3	0	1	4	72
05:30 PM	0	28	3	31	2	0	5	7	5	31	1	37	8	0	0	8	83
05:45 PM	1	23	0	24	2	1	7	10	7	32	3	42	12	1	0	13	89
Total	1	88	4	93	9	2	26	37	23	126	14	163	26	1	1	28	321
Grand Total	6	174	11	191	11	2	45	58	51	222	46	319	44	2	7	53	621
Apprch %	3.1	91.1	5.8		19.0	3.4	77.6		16.0	69.6	14.4		83.0	3.8	13.2		
Total %	1.0	28.0	1.8	30.8	1.8	0.3	7.2	9.3	8.2	35.7	7.4	51.4	7.1	0.3	1.1	8.5	

	Mansfield City Road From North				Meadowbrook Road From East				Mansfield City Road From South				Park Entrance From West				
Start Time	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Right	Thru	Left	App. Total	Int. Total
Peak Hour From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Intersection	05:00 PM																
Volume	1	88	4	93	9	2	26	37	23	126	14	163	26	1	1	28	321
Percent	1.1	94.6	4.3		24.3	5.4	70.3		14.1	77.3	8.6		92.9	3.6	3.6		
05:45 Volume	1	23	0	24	2	1	7	10	7	32	3	42	12	1	0	13	89
Peak Factor																	0.902
High Int.	05:30 PM				05:00 PM				05:15 PM				05:45 PM				
Volume	0	28	3	31	3	0	9	12	7	32	4	43	12	1	0	13	
Peak Factor				0.750				0.771				0.948				0.538	
Peak Hour From 04:00 PM to 05:45 PM - Peak 1 of 1																	
By Approach	04:00 PM				05:00 PM				05:00 PM				05:00 PM				
Volume	5	86	7	98	9	2	26	37	23	126	14	163	26	1	1	28	
Percent	5.1	87.8	7.1		24.3	5.4	70.3		14.1	77.3	8.6		92.9	3.6	3.6		
High Int.	04:00 PM				05:00 PM				05:15 PM				05:45 PM				
Volume	2	27	2	31	3	0	9	12	7	32	4	43	12	1	0	13	
Peak Factor				0.790				0.771				0.948				0.538	

F. A. Hesketh & Associates, Inc.
6 Creamery Brook
East Granby, CT 06026

Civil & Traffic Engineers • Surveyors • Planners • Landscape Architects

JOB
SHEET NO. OF
CALCULATED BY DATE
CHECKED BY DATE
SCALE



WEDNESDAY
APRIL 27, 2016

	1	2	3	4	5	6	7	8	9	10	11	12	
7:00 - 7:15		II				I		III		I	I		8
7:15 - 7:30		I	I		I			IIII		I	I		9
7:30 - 7:45	I	III	I		I							I	7
7:45 - 8:00		~~IIII~~ II	II	II							I		12
8:00 - 8:15	I	III	II	III				I	I	I	II	I	15
8:15 - 8:30		II	I	II		I		III			I		10
8:30 - 8:45		~~IIII~~	II							II		I	10
8:45 - 9:00		I	IIII	III				I	I				10
PK HOUR	1	17	7	7	0	1	0	4	1	3	4	2	47

PEAK HOUR

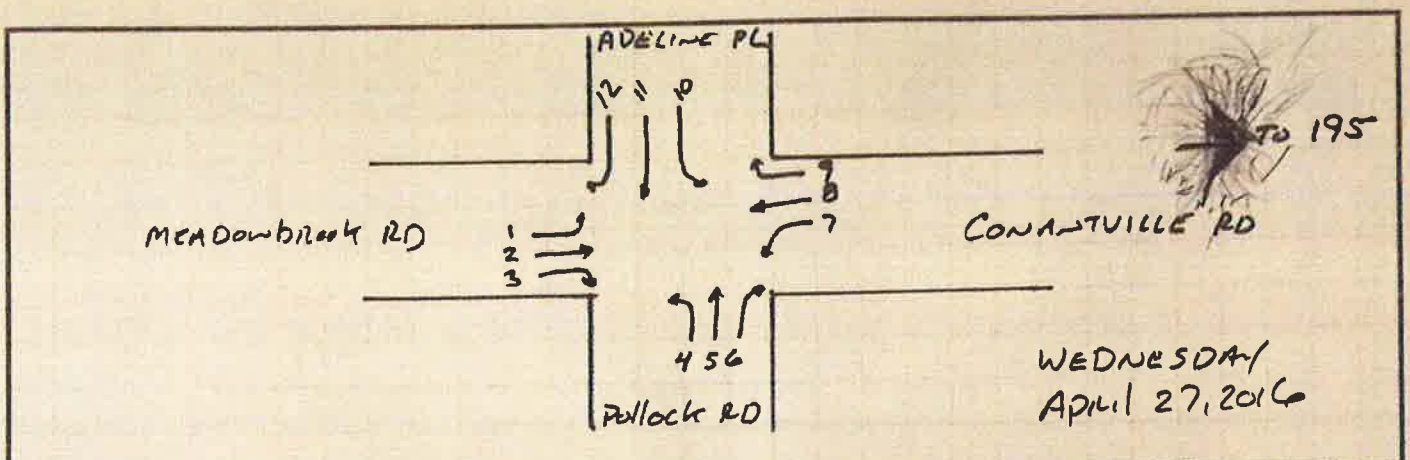
FAH

F.

6 Creamery Brook
East Granby, CT 06026

Civil & Traffic Engineers • Surveyors • Planners • Landscape Architects

JOB
SHEET NO. OF
CALCULATED BY DATE
CHECKED BY DATE
SCALE



	1	2	3	4	5	6	7	8	9	10	11	12	
4:00-4:15		7	3	2	1			2	1		1		17
4:15-4:30		4	2	3	1			11	2				23
4:30-4:45		4	2					7	1		1		15
4:45-5:00		4	1		2			3			1	1	12
5:00-5:15		1		2	1			6	1				11
5:15-5:30		2	2	3	1			7	1	1			17
5:30-5:45		4		1	1			1	1				8
5:45-6:00	1	3	2	3			1	3		1	1	1	16
PEAK HOUR	0	19	8	5	4	0	0	23	4	0	3	1	67

PEAK HOUR

ITE TRIP GENERATION

WORKSHEETS

Average Rate Trip Calculations
For 50 Dwelling Units of Apartments(220) - [E]

Project: Meadowbrook Gardens
Phase:

Open Date:
Analysis Date:

Description:

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	8.53	0.00	1.00	427
7-9 AM Peak Hour Enter	0.11	0.00	1.00	6
7-9 AM Peak Hour Exit	0.45	0.00	1.00	22
7-9 AM Peak Hour Total	0.56	0.00	1.00	28
4-6 PM Peak Hour Enter	0.59	0.00	1.00	29
4-6 PM Peak Hour Exit	0.32	0.00	1.00	16
4-6 PM Peak Hour Total	0.90	0.00	1.00	45
Saturday 2-Way Volume	2.73	0.00	1.00	136
Saturday Peak Hour Enter	0.00	0.00	1.00	0
Saturday Peak Hour Exit	0.00	0.00	1.00	0
Saturday Peak Hour Total	0.79	0.00	1.00	40

The above rates were calculated from these equations:

24-Hr. 2-Way Volume: T = 6.06(X) + 123.56, R^2 = 0.87
7-9 AM Peak Hr. Total: T = .49(X) + 3.73
R^2 = 0.83 , 0.2 Enter, 0.8 Exit
4-6 PM Peak Hr. Total: T = .55(X) + 17.65
R^2 = 0.77 , 0.65 Enter, 0.35 Exit
AM Gen Pk Hr. Total: T = .54(X) + 2.45
R^2 = 0.82 , 0.29 Enter, 0.71 Exit
PM Gen Pk Hr. Total: T = .6(X) + 14.91
R^2 = 0.8 , 0.61 Enter, 0.39 Exit
Sat. 2-Way Volume: T = 7.85(X) + -256.19, R^2 = 0.85
Sat. Pk Hr. Total: T = .41(X) + 19.23
R^2 = 0.56 , 0 Enter, 0 Exit
Sun. 2-Way Volume: T = 6.42(X) + -101.12, R^2 = 0.82
Sun. Pk Hr. Total: 0
R^2 = 0 , 0 Enter, 0 Exit

Note: A zero indicates no data available.
Source: Institute of Transportation Engineers
Trip Generation Manual, 9th Edition, 2012

Average Rate Trip Calculations
For 90 Dwelling Units of Apartments(220) - [E]

Project: Meadowbrook Gardens
Phase:

Open Date:
Analysis Date:

Description:

	Average Rate	Standard Deviation	Adjustment Factor	Driveway Volume
Avg. Weekday 2-Way Volume	7.43	0.00	1.00	669
7-9 AM Peak Hour Enter	0.11	0.00	1.00	10
7-9 AM Peak Hour Exit	0.43	0.00	1.00	38
7-9 AM Peak Hour Total	0.53	0.00	1.00	48
4-6 PM Peak Hour Enter	0.48	0.00	1.00	44
4-6 PM Peak Hour Exit	0.26	0.00	1.00	23
4-6 PM Peak Hour Total	0.75	0.00	1.00	67
Saturday 2-Way Volume	5.00	0.00	1.00	450
Saturday Peak Hour Enter	0.00	0.00	1.00	0
Saturday Peak Hour Exit	0.00	0.00	1.00	0
Saturday Peak Hour Total	0.62	0.00	1.00	56

The above rates were calculated from these equations:

24-Hr. 2-Way Volume: T = 6.06(X) + 123.56, R^2 = 0.87
7-9 AM Peak Hr. Total: T = .49(X) + 3.73
R^2 = 0.83 , 0.2 Enter, 0.8 Exit
4-6 PM Peak Hr. Total: T = .55(X) + 17.65
R^2 = 0.77 , 0.65 Enter, 0.35 Exit
AM Gen Pk Hr. Total: T = .54(X) + 2.45
R^2 = 0.82 , 0.29 Enter, 0.71 Exit
PM Gen Pk Hr. Total: T = .6(X) + 14.91
R^2 = 0.8 , 0.61 Enter, 0.39 Exit
Sat. 2-Way Volume: T = 7.85(X) + -256.19, R^2 = 0.85
Sat. Pk Hr. Total: T = .41(X) + 19.23
R^2 = 0.56 , 0 Enter, 0 Exit
Sun. 2-Way Volume: T = 6.42(X) + -101.12, R^2 = 0.82
Sun. Pk Hr. Total: 0
R^2 = 0 , 0 Enter, 0 Exit

Note: A zero indicates no data available.
Source: Institute of Transportation Engineers
Trip Generation Manual, 9th Edition, 2012

CAPACITY ANALYSIS

WORKSHEETS

BACKGROUND TRAFFIC VOLUMES

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Volume (veh/h)	24	4	11	498	360	13
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	26	4	12	541	391	14
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type				None	None	
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	964	398	405			
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	964	398	405			
tC, single (s)	6.4	6.2	4.1			
tC, 2 stage (s)						
tF (s)	3.5	3.3	2.2			
p0 queue free %	91	99	99			
cM capacity (veh/h)	280	651	1153			

Direction, Lane #	EB 1	NB 1	SB 1
Volume Total	30	553	405
Volume Left	26	12	0
Volume Right	4	0	14
cSH	305	1153	1700
Volume to Capacity	0.10	0.01	0.24
Queue Length 95th (ft)	8	1	0
Control Delay (s)	18.1	0.3	0.0
Lane LOS	C	A	
Approach Delay (s)	18.1	0.3	0.0
Approach LOS	C		

Intersection Summary			
Average Delay	0.7		
Intersection Capacity Utilization	45.0%	ICU Level of Service	A
Analysis Period (min)	15		

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (veh/h)	1	17	7	0	4	1	7	0	1	3	4	2
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	1	18	8	0	4	1	8	0	1	3	4	2
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	5			26			34	30	22	30	33	5
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	5			26			34	30	22	30	33	5
tC, single (s)	4.1			4.1			7.1	6.5	6.2	7.1	6.5	6.2
tC, 2 stage (s)												
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	100			100			99	100	100	100	99	100
cM capacity (veh/h)	1616			1588			967	862	1055	976	859	1078

Direction, Lane #	EB 1	WB 1	NB 1	SB 1
Volume Total	27	5	9	10
Volume Left	1	0	8	3
Volume Right	8	1	1	2
cSH	1616	1588	977	939
Volume to Capacity	0.00	0.00	0.01	0.01
Queue Length 95th (ft)	0	0	1	1
Control Delay (s)	0.3	0.0	8.7	8.9
Lane LOS	A		A	A
Approach Delay (s)	0.3	0.0	8.7	8.9
Approach LOS			A	A

Intersection Summary			
Average Delay	3.3		
Intersection Capacity Utilization	13.3%	ICU Level of Service	A
Analysis Period (min)	15		

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (veh/h)	1	1	16	30	1	2	14	54	7	4	128	4
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	1	1	17	33	1	2	15	59	8	4	139	4
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	242	247	141	261	245	62	143			66		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	242	247	141	261	245	62	143			66		
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	100	100	98	95	100	100	99			100		
cM capacity (veh/h)	702	647	907	671	648	1002	1439			1535		

Direction, Lane #	EB 1	EB 2	WB 1	NB 1	NB 2	SB 1
Volume Total	2	17	36	15	66	148
Volume Left	1	0	33	15	0	4
Volume Right	0	17	2	0	8	4
cSH	674	907	684	1439	1700	1535
Volume to Capacity	0.00	0.02	0.05	0.01	0.04	0.00
Queue Length 95th (ft)	0	1	4	1	0	0
Control Delay (s)	10.4	9.0	10.6	7.5	0.0	0.2
Lane LOS	B	A	B	A		A
Approach Delay (s)	9.2		10.6	1.4		0.2
Approach LOS	A		B			

Intersection Summary			
Average Delay	2.5		
Intersection Capacity Utilization	25.4%	ICU Level of Service	A
Analysis Period (min)	15		

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Volume (veh/h)	16	20	6	607	640	25
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	17	22	7	660	696	27
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type				None	None	
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	1382	709	723			
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	1382	709	723			
tC, single (s)	6.4	6.2	4.1			
tC, 2 stage (s)						
tF (s)	3.5	3.3	2.2			
p0 queue free %	89	95	99			
cM capacity (veh/h)	157	434	879			

Direction, Lane #	EB 1	NB 1	SB 1
Volume Total	39	666	723
Volume Left	17	7	0
Volume Right	22	0	27
cSH	244	879	1700
Volume to Capacity	0.16	0.01	0.43
Queue Length 95th (ft)	14	1	0
Control Delay (s)	22.6	0.2	0.0
Lane LOS	C	A	
Approach Delay (s)	22.6	0.2	0.0
Approach LOS	C		

Intersection Summary			
Average Delay	0.7		
Intersection Capacity Utilization	46.7%	ICU Level of Service	A
Analysis Period (min)	15		

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (veh/h)	1	19	8	0	24	4	5	4	0	0	3	1
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	1	21	9	0	26	4	5	4	0	0	3	1
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	30			29			58	58	25	58	60	28
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	30			29			58	58	25	58	60	28
tC, single (s)	4.1			4.1			7.1	6.5	6.2	7.1	6.5	6.2
tC, 2 stage (s)												
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	100			100			99	99	100	100	100	100
cM capacity (veh/h)	1582			1584			934	833	1051	935	831	1047

Direction, Lane #	EB 1	WB 1	NB 1	SB 1
Volume Total	30	30	10	4
Volume Left	1	0	5	0
Volume Right	9	4	0	1
cSH	1582	1584	886	876
Volume to Capacity	0.00	0.00	0.01	0.00
Queue Length 95th (ft)	0	0	1	0
Control Delay (s)	0.3	0.0	9.1	9.1
Lane LOS	A		A	A
Approach Delay (s)	0.3	0.0	9.1	9.1
Approach LOS			A	A

Intersection Summary			
Average Delay	1.8		
Intersection Capacity Utilization	14.7%	ICU Level of Service	A
Analysis Period (min)	15		

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (veh/h)	1	1	27	27	2	9	14	129	24	4	90	1
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	1	1	29	29	2	10	15	140	26	4	98	1
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	289	304	98	321	291	153	99			166		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	289	304	98	321	291	153	99			166		
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	100	100	97	95	100	99	99			100		
cM capacity (veh/h)	648	601	958	606	611	893	1494			1412		

Direction, Lane #	EB 1	EB 2	WB 1	NB 1	NB 2	SB 1
Volume Total	2	29	41	15	166	103
Volume Left	1	0	29	15	0	4
Volume Right	0	29	10	0	26	1
cSH	624	958	656	1494	1700	1412
Volume to Capacity	0.00	0.03	0.06	0.01	0.10	0.00
Queue Length 95th (ft)	0	2	5	1	0	0
Control Delay (s)	10.8	8.9	10.9	7.4	0.0	0.3
Lane LOS	B	A	B	A		A
Approach Delay (s)	9.0		10.9	0.6		0.3
Approach LOS	A		B			

Intersection Summary			
Average Delay	2.5		
Intersection Capacity Utilization	23.7%	ICU Level of Service	A
Analysis Period (min)	15		

COMBINED TRAFFIC VOLUMES

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Volume (veh/h)	39	8	12	498	360	17
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	42	9	13	541	391	18
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type				None	None	
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	968	401	410			
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	968	401	410			
tC, single (s)	6.4	6.2	4.1			
tC, 2 stage (s)						
tF (s)	3.5	3.3	2.2			
p0 queue free %	85	99	99			
cM capacity (veh/h)	278	649	1149			

Direction, Lane #	EB 1	NB 1	SB 1
Volume Total	51	554	410
Volume Left	42	13	0
Volume Right	9	0	18
cSH	308	1149	1700
Volume to Capacity	0.17	0.01	0.24
Queue Length 95th (ft)	15	1	0
Control Delay (s)	19.0	0.3	0.0
Lane LOS	C	A	
Approach Delay (s)	19.0	0.3	0.0
Approach LOS	C		

Intersection Summary			
Average Delay	1.1		
Intersection Capacity Utilization	45.9%	ICU Level of Service	A
Analysis Period (min)	15		

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (veh/h)	1	36	13	0	9	1	9	0	1	3	4	2
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	1	39	14	0	10	1	10	0	1	3	4	2
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	11			53			63	59	46	60	66	10
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	11			53			63	59	46	60	66	10
tC, single (s)	4.1			4.1			7.1	6.5	6.2	7.1	6.5	6.2
tC, 2 stage (s)												
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	100			100			99	100	100	100	99	100
cM capacity (veh/h)	1608			1552			925	831	1023	935	824	1071

Direction, Lane #	EB 1	WB 1	NB 1	SB 1
Volume Total	54	11	11	10
Volume Left	1	0	10	3
Volume Right	14	1	1	2
cSH	1608	1552	934	906
Volume to Capacity	0.00	0.00	0.01	0.01
Queue Length 95th (ft)	0	0	1	1
Control Delay (s)	0.1	0.0	8.9	9.0
Lane LOS	A		A	A
Approach Delay (s)	0.1	0.0	8.9	9.0
Approach LOS			A	A

Intersection Summary			
Average Delay	2.2		
Intersection Capacity Utilization	13.5%	ICU Level of Service	A
Analysis Period (min)	15		

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Volume (veh/h)	30	7	7	15	25	25
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	33	8	8	16	27	27
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume			40		68	36
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			40		68	36
tC, single (s)			4.1		6.4	6.2
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.3
p0 queue free %			100		97	97
cM capacity (veh/h)			1569		932	1036

Direction, Lane #	EB 1	WB 1	NB 1
Volume Total	40	24	54
Volume Left	0	8	27
Volume Right	8	0	27
cSH	1700	1569	982
Volume to Capacity	0.02	0.00	0.06
Queue Length 95th (ft)	0	0	4
Control Delay (s)	0.0	2.3	8.9
Lane LOS		A	A
Approach Delay (s)	0.0	2.3	8.9
Approach LOS			A

Intersection Summary			
Average Delay	4.5		
Intersection Capacity Utilization	17.0%	ICU Level of Service	A
Analysis Period (min)	15		

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (veh/h)	1	1	16	51	1	6	14	54	13	5	128	4
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	1	1	17	55	1	7	15	59	14	5	139	4
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	248	255	141	266	251	66	143			73		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	248	255	141	266	251	66	143			73		
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	100	100	98	92	100	99	99			100		
cM capacity (veh/h)	692	639	907	665	643	998	1439			1527		

Direction, Lane #	EB 1	EB 2	WB 1	NB 1	NB 2	SB 1
Volume Total	2	17	63	15	73	149
Volume Left	1	0	55	15	0	5
Volume Right	0	17	7	0	14	4
cSH	665	907	688	1439	1700	1527
Volume to Capacity	0.00	0.02	0.09	0.01	0.04	0.00
Queue Length 95th (ft)	0	1	8	1	0	0
Control Delay (s)	10.4	9.0	10.8	7.5	0.0	0.3
Lane LOS	B	A	B	A		A
Approach Delay (s)	9.2		10.8	1.3		0.3
Approach LOS	A		B			

Intersection Summary			
Average Delay	3.2		
Intersection Capacity Utilization	27.6%	ICU Level of Service	A
Analysis Period (min)	15		

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Volume (veh/h)	25	22	10	607	640	42
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	27	24	11	660	696	46
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type				None	None	
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	1400	718	741			
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	1400	718	741			
tC, single (s)	6.4	6.2	4.1			
tC, 2 stage (s)						
tF (s)	3.5	3.3	2.2			
p0 queue free %	82	94	99			
cM capacity (veh/h)	153	429	866			

Direction, Lane #	EB 1	NB 1	SB 1
Volume Total	51	671	741
Volume Left	27	11	0
Volume Right	24	0	46
cSH	219	866	1700
Volume to Capacity	0.23	0.01	0.44
Queue Length 95th (ft)	22	1	0
Control Delay (s)	26.4	0.3	0.0
Lane LOS	D	A	
Approach Delay (s)	26.4	0.3	0.0
Approach LOS	D		

Intersection Summary			
Average Delay	1.1		
Intersection Capacity Utilization	49.9%	ICU Level of Service	A
Analysis Period (min)	15		

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (veh/h)	0	30	12	0	45	4	13	4	0	0	3	1
Sign Control		Free			Free			Stop			Stop	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	0	33	13	0	49	4	14	4	0	0	3	1
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type		None			None							
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	53			46			93	92	39	92	97	51
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	53			46			93	92	39	92	97	51
tC, single (s)	4.1			4.1			7.1	6.5	6.2	7.1	6.5	6.2
tC, 2 stage (s)												
tF (s)	2.2			2.2			3.5	4.0	3.3	3.5	4.0	3.3
p0 queue free %	100			100			98	99	100	100	100	100
cM capacity (veh/h)	1552			1562			887	798	1032	888	793	1017

Direction, Lane #	EB 1	WB 1	NB 1	SB 1
Volume Total	46	53	18	4
Volume Left	0	0	14	0
Volume Right	13	4	0	1
cSH	1552	1562	864	839
Volume to Capacity	0.00	0.00	0.02	0.01
Queue Length 95th (ft)	0	0	2	0
Control Delay (s)	0.0	0.0	9.3	9.3
Lane LOS			A	A
Approach Delay (s)	0.0	0.0	9.3	9.3
Approach LOS			A	A

Intersection Summary			
Average Delay	1.7		
Intersection Capacity Utilization	17.6%	ICU Level of Service	A
Analysis Period (min)	15		

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Volume (veh/h)	36	29	29	38	15	15
Sign Control	Free			Free	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	39	32	32	41	16	16
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None			None		
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume			71		159	55
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol			71		159	55
tC, single (s)			4.1		6.4	6.2
tC, 2 stage (s)						
tF (s)			2.2		3.5	3.3
p0 queue free %			98		98	98
cM capacity (veh/h)			1530		815	1012

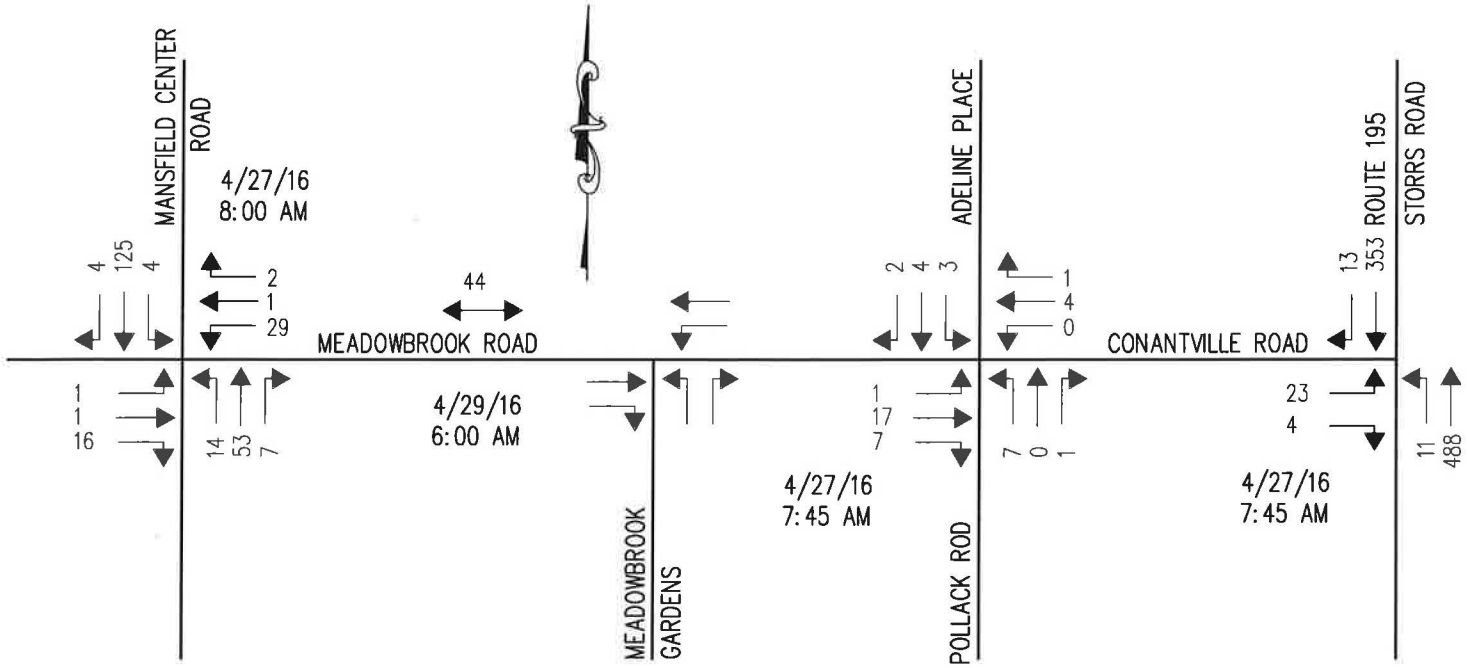
Direction, Lane #	EB 1	WB 1	NB 1
Volume Total	71	73	33
Volume Left	0	32	16
Volume Right	32	0	16
cSH	1700	1530	903
Volume to Capacity	0.04	0.02	0.04
Queue Length 95th (ft)	0	2	3
Control Delay (s)	0.0	3.3	9.1
Lane LOS		A	A
Approach Delay (s)	0.0	3.3	9.1
Approach LOS			A

Intersection Summary			
Average Delay	3.1		
Intersection Capacity Utilization	20.3%	ICU Level of Service	A
Analysis Period (min)	15		

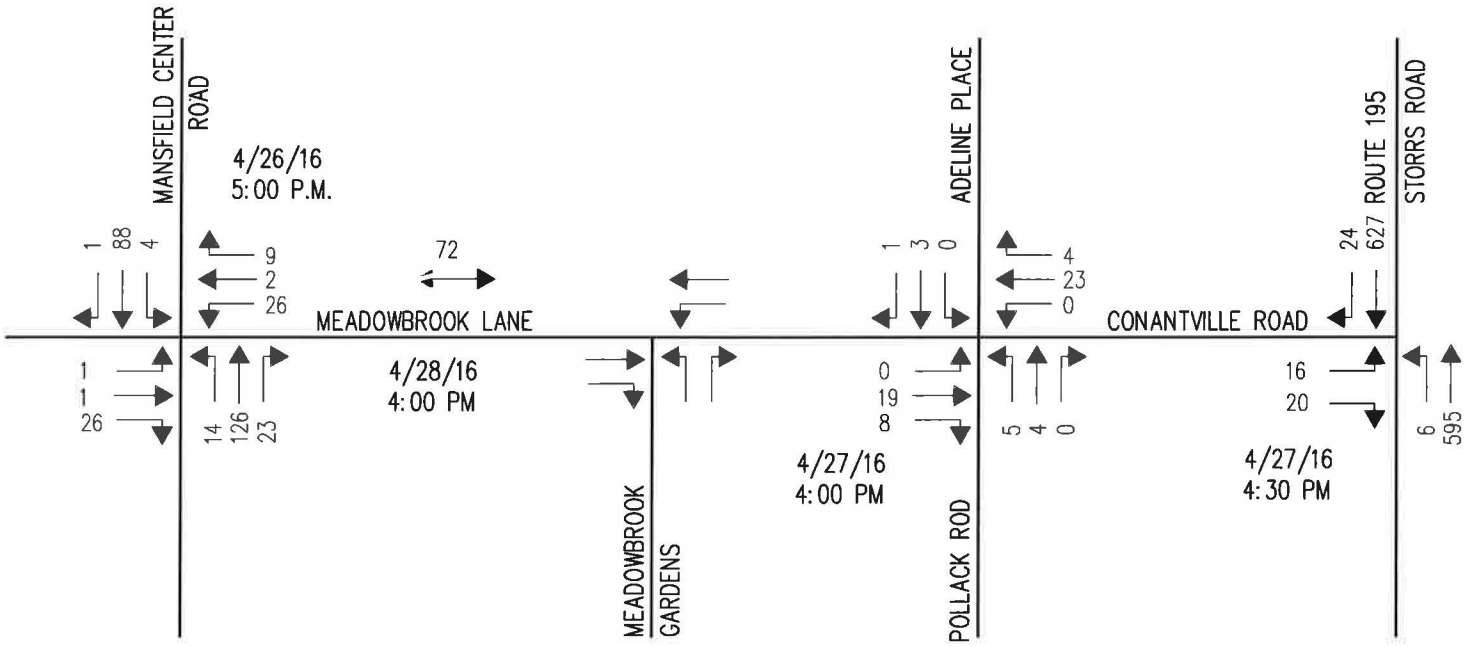
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (veh/h)	1	1	27	40	2	11	14	129	49	8	90	1
Sign Control		Stop			Stop			Free			Free	
Grade		0%			0%			0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Hourly flow rate (vph)	1	1	29	43	2	12	15	140	53	9	98	1
Pedestrians												
Lane Width (ft)												
Walking Speed (ft/s)												
Percent Blockage												
Right turn flare (veh)												
Median type								None			None	
Median storage veh)												
Upstream signal (ft)												
pX, platoon unblocked												
vC, conflicting volume	299	340	98	343	314	167	99			193		
vC1, stage 1 conf vol												
vC2, stage 2 conf vol												
vCu, unblocked vol	299	340	98	343	314	167	99			193		
tC, single (s)	7.1	6.5	6.2	7.1	6.5	6.2	4.1			4.1		
tC, 2 stage (s)												
tF (s)	3.5	4.0	3.3	3.5	4.0	3.3	2.2			2.2		
p0 queue free %	100	100	97	93	100	99	99			99		
cM capacity (veh/h)	634	572	958	584	592	877	1494			1380		

Direction, Lane #	EB 1	EB 2	WB 1	NB 1	NB 2	SB 1
Volume Total	2	29	58	15	193	108
Volume Left	1	0	43	15	0	9
Volume Right	0	29	12	0	53	1
cSH	602	958	628	1494	1700	1380
Volume to Capacity	0.00	0.03	0.09	0.01	0.11	0.01
Queue Length 95th (ft)	0	2	8	1	0	0
Control Delay (s)	11.0	8.9	11.3	7.4	0.0	0.7
Lane LOS	B	A	B	A		A
Approach Delay (s)	9.0		11.3	0.5		0.7
Approach LOS	A		B			

Intersection Summary			
Average Delay	2.8		
Intersection Capacity Utilization	27.8%	ICU Level of Service	A
Analysis Period (min)	15		



A.M. PEAK HOUR



P.M. PEAK HOUR

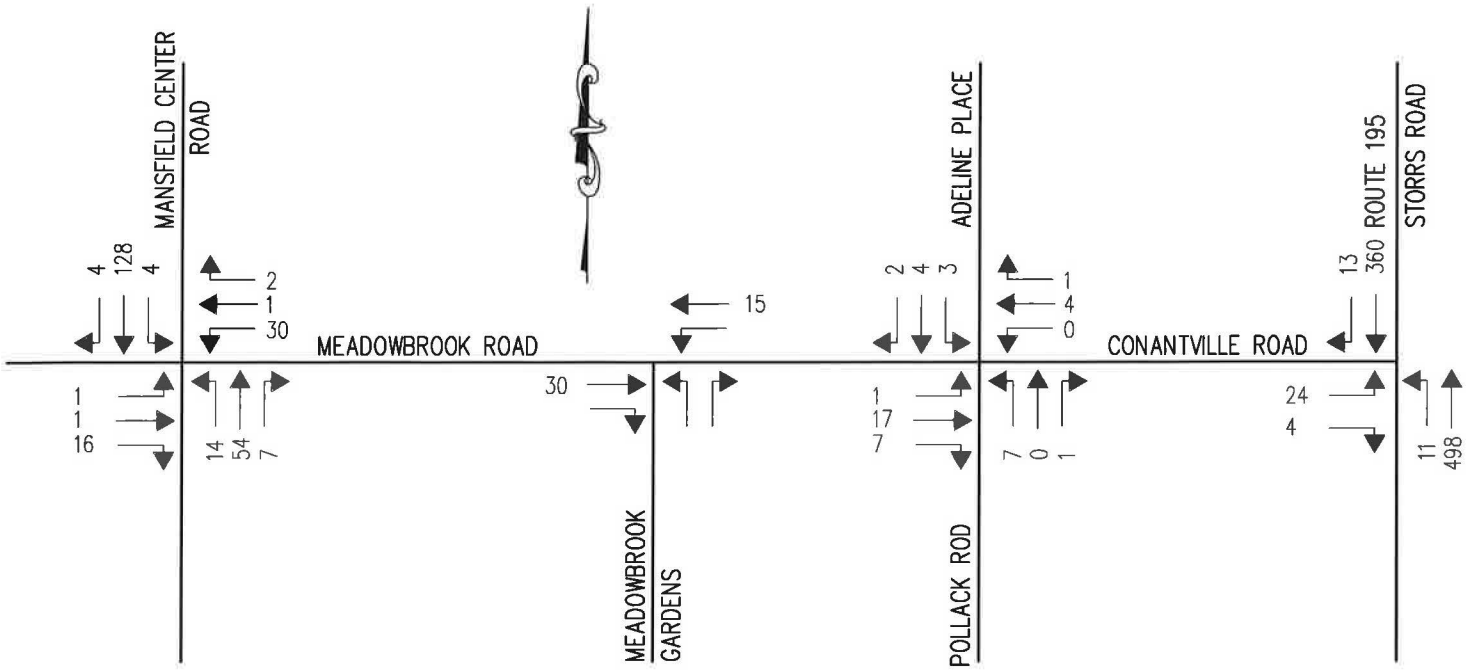
FIGURE 2 4/29/16

OBSERVED TRAFFIC VOLUMES
A.M. & P.M. PEAK HOURS

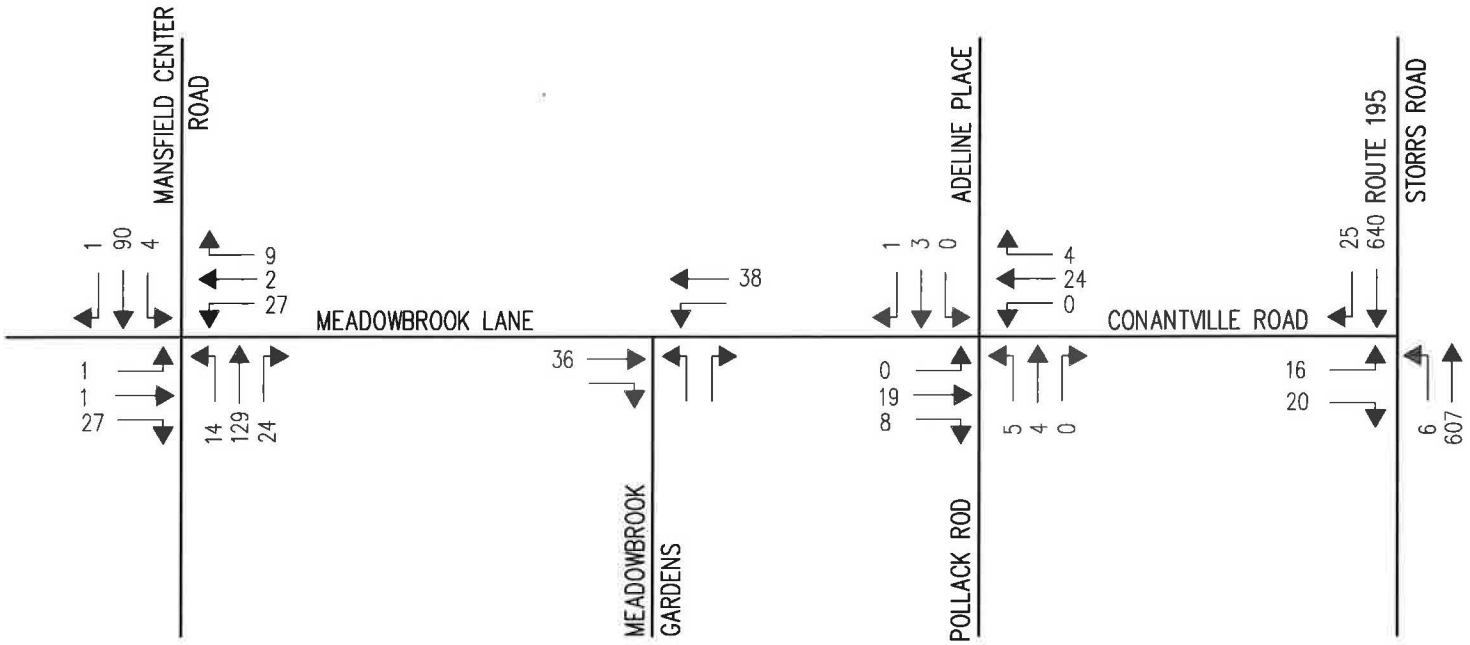
MEADOWBROOK GARDENS
MEADOWBROOK LANE
MANSFIELD, CONNECTICUT

F. A. Hesketh & Associates, Inc.
6 CREAMERY BROOK, EAST GRANBY, CT 06026
FAH
TRAFFIC
PLANNING
ENGINEERING
DESIGN

NOT TO SCALE



A.M. PEAK HOUR



P.M. PEAK HOUR

FIGURE 2 INCREASED 2% TO
DESIGN YEAR 2017

FIGURE 3 4/29/16

2017 BACKGROUND TRAFFIC
A.M. & P.M. PEAK HOURS

MEADOWBROOK GARDENS
MEADOWBROOK LANE
MANSFIELD, CONNECTICUT

F. A. Hesketh & Associates, Inc.
6 CREAMERY BROOK, EAST GRANBY, CT 06026
FAH
TRAFFIC
PLANNING
ENGINEERING
DESIGN

NOT TO SCALE

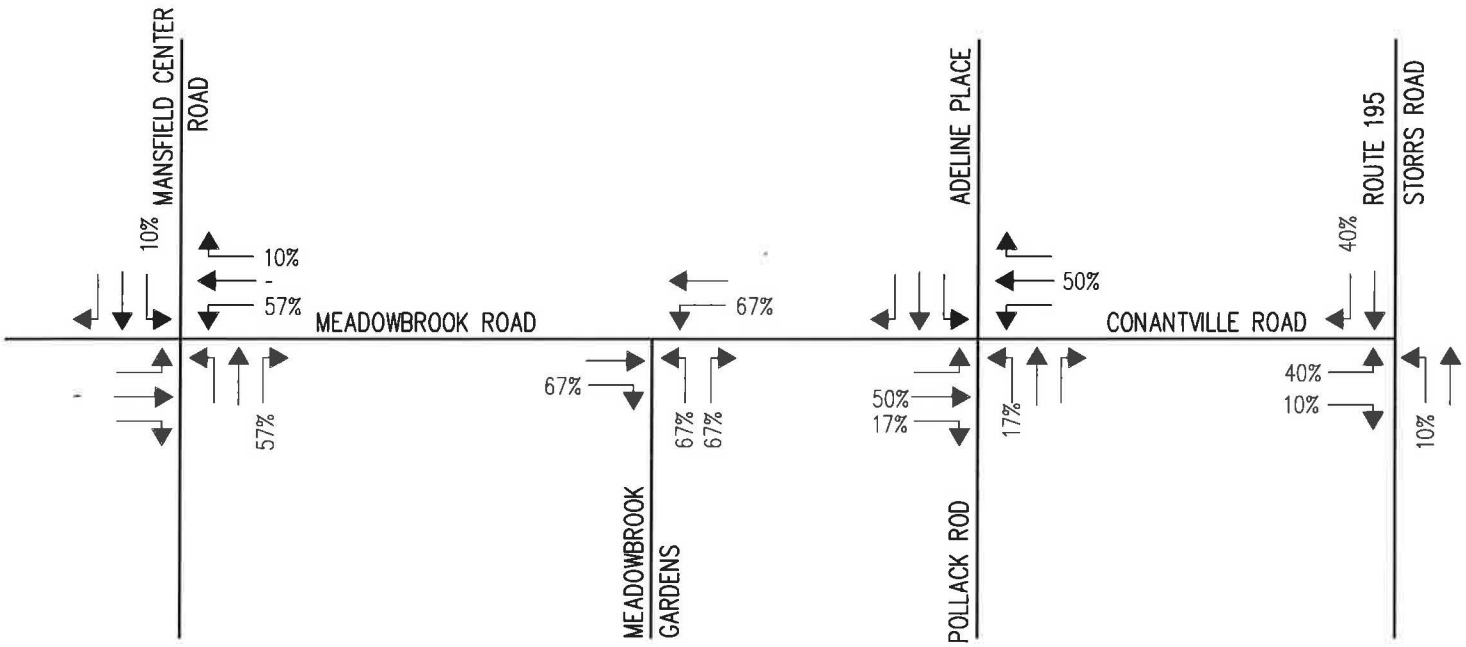


FIGURE 4

4/29/16

DIRECTIONAL DISTRIBUTION OF SITE GENERATED TRAFFIC

MEADOWBROOK GARDENS

MEADOWBROOK LANE

MANSFIELD, CONNECTICUT

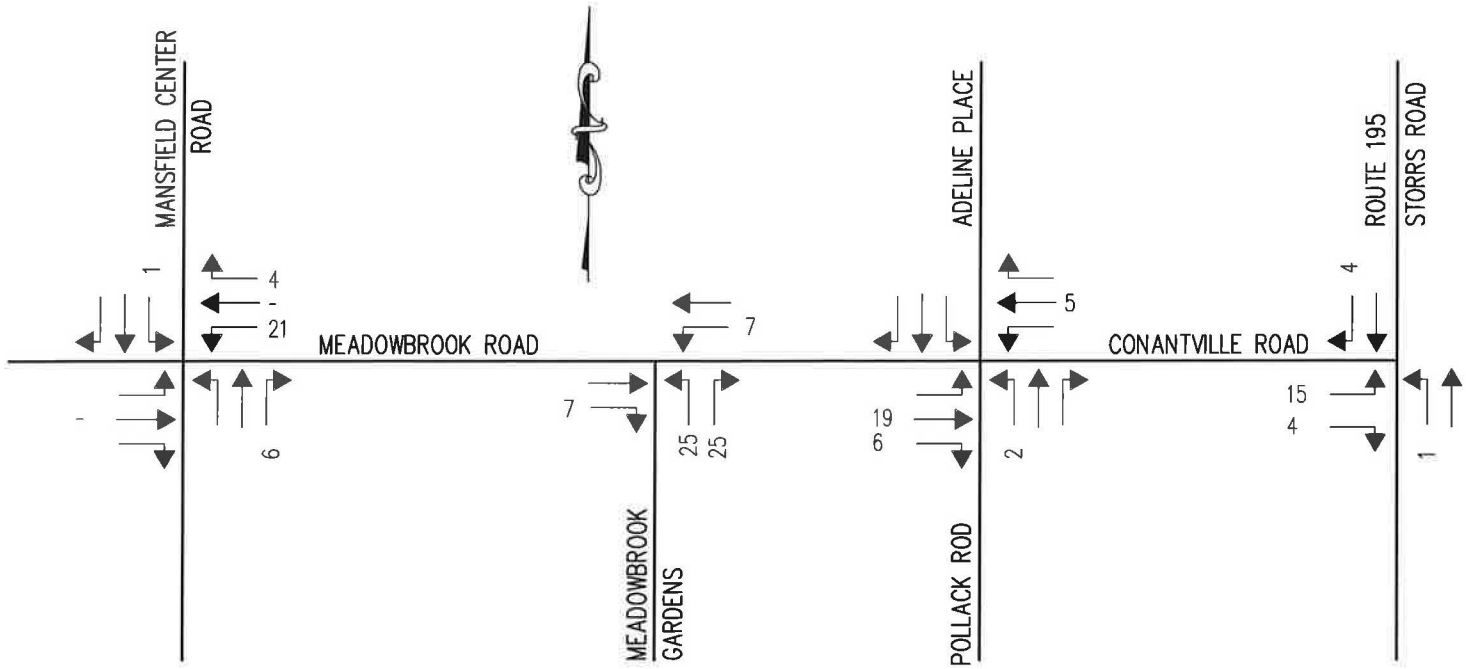
F. A. Hesketh & Associates, Inc.

6 CREAMERY BROOK, EAST GRANBY, CT 06026

FAH

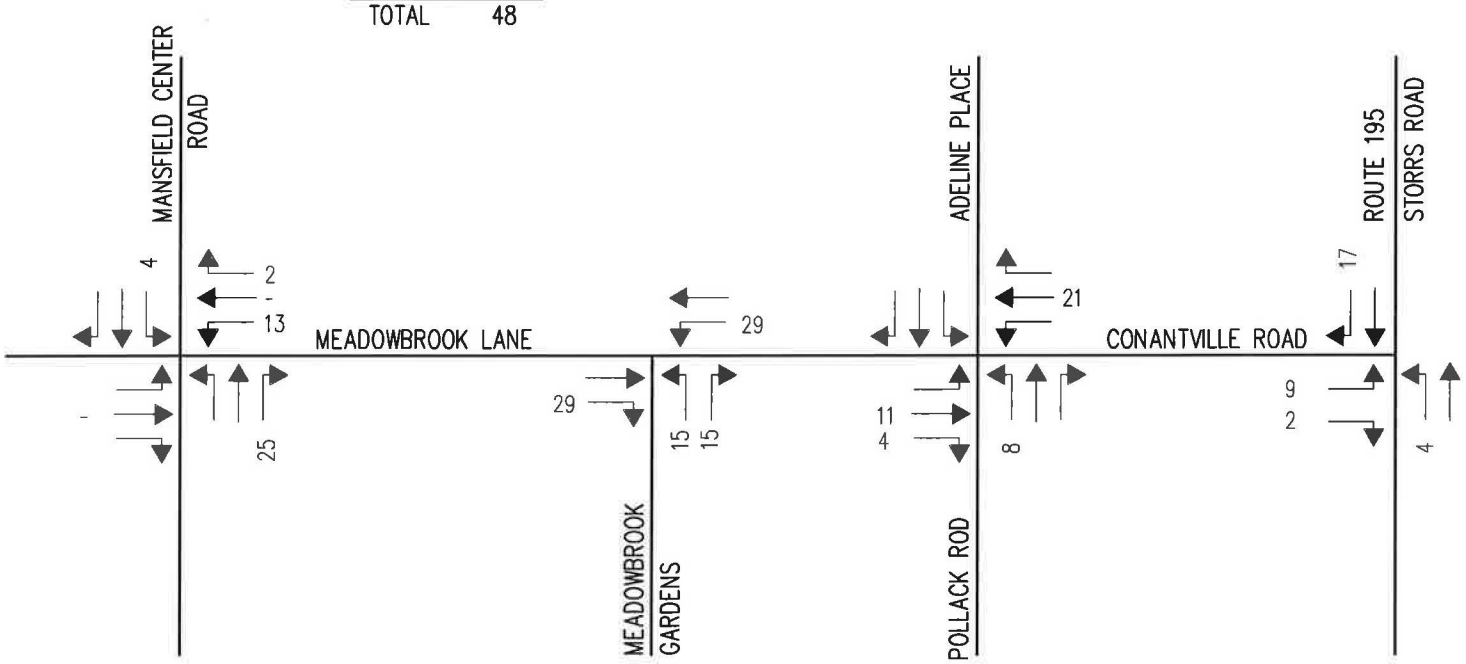
TRAFFIC
PLANNING
ENGINEERING
DESIGN

NOT TO SCALE



ENTER	10
EXIT	38
TOTAL	48

A.M. PEAK HOUR



ENTER	44
EXIT	23
TOTAL	67

P.M. PEAK HOUR

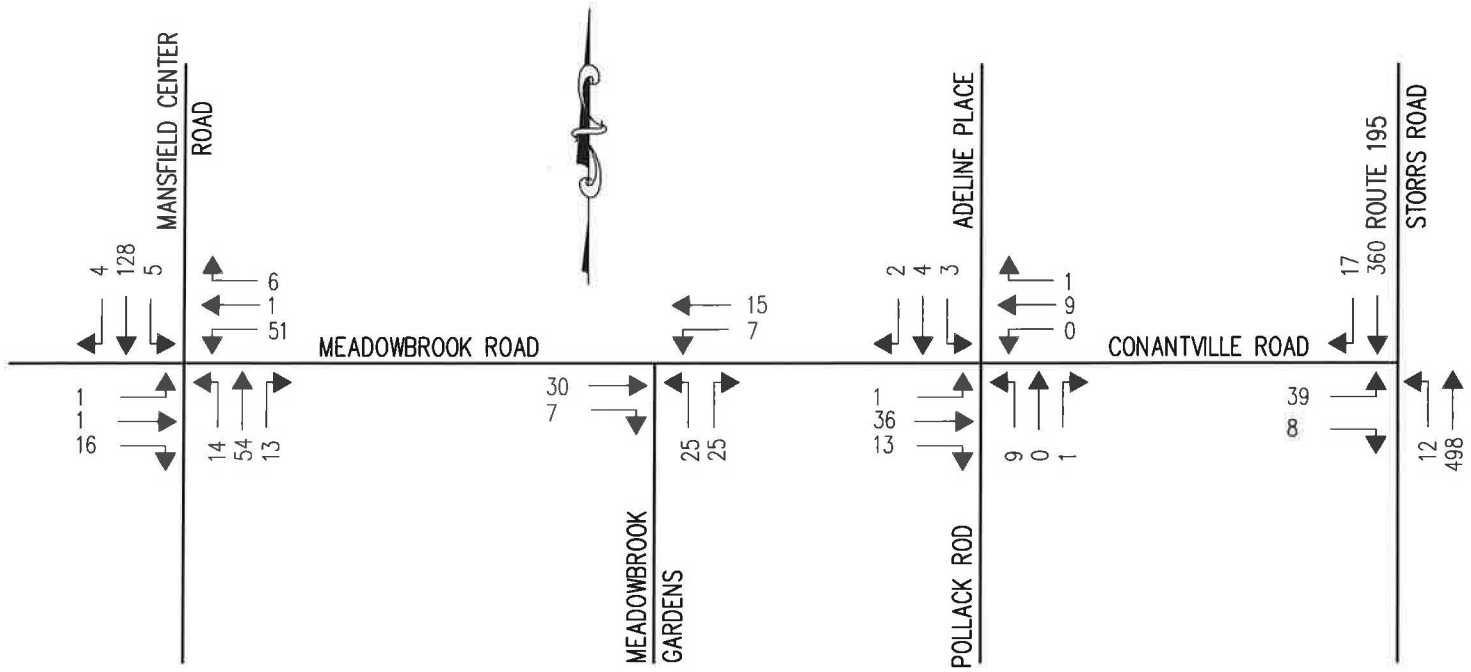
FIGURE 5 4/29/16

SITE GENERATED TRAFFIC
A.M. & P.M. PEAK HOURS

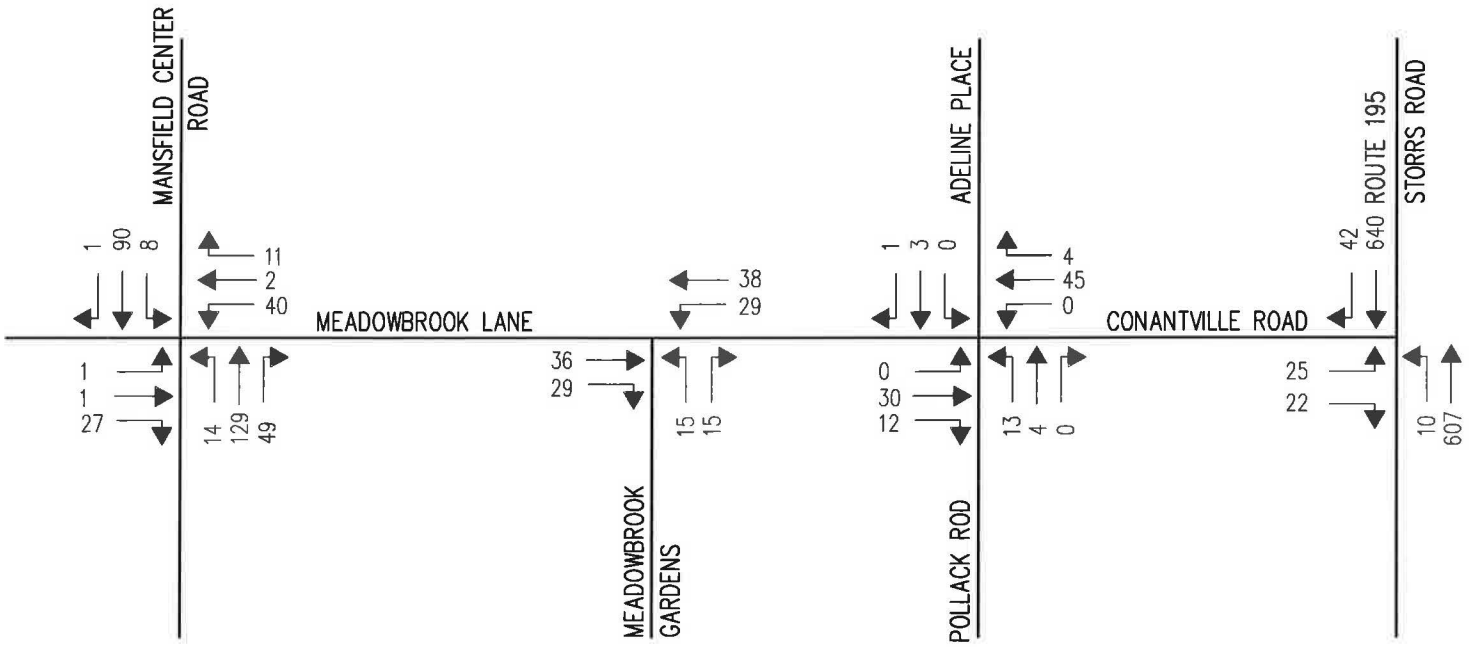
MEADOWBROOK GARDENS
MEADOWBROOK LANE
MANSFIELD, CONNECTICUT

F. A. Hesketh & Associates, Inc.
6 CREAMERY BROOK, EAST GRANBY, CT 06026
FAH
TRAFFIC
PLANNING
ENGINEERING
DESIGN

NOT TO SCALE



A.M. PEAK HOUR



P.M. PEAK HOUR

FIGURE 6 4/29/16

2017 COMBINED TRAFFIC
A.M. & P.M. PEAK HOURS

MEADOWBROOK GARDENS
MEADOWBROOK LANE
MANSFIELD, CONNECTICUT

F. A. Hesketh & Associates, Inc.
6 CREAMERY BROOK, EAST GRANBY, CT 06026
FAH
TRAFFIC
PLANNING
ENGINEERING
DESIGN

NOT TO SCALE

Table 5-R1
Level of Service Summary
Meadowbrook Gardens - Mansfield, CT

		A. M. PEAK HOUR								P. M. PEAK HOUR							
		Background Traffic				Combined Traffic				Background Traffic				Combined Traffic			
		LOS	delay	v/c	Queue	LOS	delay	v/c	Queue	LOS	delay	v/c	Queue	LOS	delay	v/c	Queue
Route 195 (Storrs Road) at Conantville Road																	
NB		A	0.3	0.01	1	A	0.3	0.01	1	A	0.2	0.01	0	A	0.3	0.01	1
SB		A	0.0	0.24	0	A	0.0	0.24	0	A	0.0	0.43	0	A	0.0	0.44	0
EB		C	18.1	0.10	8	C	19.0	0.17	15	C	22.6	0.16	14	D	26.4	0.23	22
Meadowbrook Lane at Pollack Road / Adeline Place																	
NB		A	8.7	0.01	1	A	8.9	0.01	1	A	9.1	0.01	1	A	9.3	0.02	2
SB		A	8.9	0.01	1	A	9.0	0.01	1	A	9.1	0.00	0	A	9.3	0.01	0
EB		A	0.3	0.00	0	A	0.1	0.00	0	A	0.0	0.00	0	A	0.0	0.00	0
WB		A	0.0	0.00	0	A	0.0	0.00	0	A	0.0	0.00	0	A	0.0	0.00	0
Mansfield Center Road at Meadowbrook Road / Park Entrance																	
NB	Left	A	7.5	0.01	1	A	7.5	0.01	1	A	7.4	0.01	1	A	7.4	0.01	1
	Thru/Right	A	0.0	0.04	0	A	0.0	0.04	0	A	0.0	0.10	0	A	0.0	0.11	0
SB		A	0.2	0.00	0	A	0.3	0.00	0	A	0.3	0.00	0	A	0.7	0.01	0
EB	Left/Thru	B	10.4	0.00	0	B	10.4	0.00	0	B	10.8	0.00	0	B	11.0	0.00	0
	Right	A	9.0	0.02	1	A	9.0	0.02	1	A	8.9	0.03	2	A	8.9	0.03	2
WB		B	10.6	0.05	4	B	10.8	0.09	8	B	10.9	0.06	5	B	11.3	0.09	8
Meadowbrook Lane at Meadowbrook Gardens Driveway																	
NB						A	8.9	0.06	4					A	9.1	0.04	3
EB						A	0.0	0.02	0					A	0.0	0.04	0
WB						A	2.3	0.00	0					A	3.3	0.02	2

4/29/2016

Town of Mansfield
CONSERVATION COMMISSION
Meeting of 16 March 2016
Council Chambers, Audrey P. Beck Building
(draft) MINUTES

Members present: Aline Booth (Alt.), Neil Facchinetti, Quentin Kessel, Scott Lehmann, Grant Meitzler, John Silander, Michael Soares. *Members absent*: Joan Buck (Alt.), Robert Dahn. *Others present*: Howard Raphaelson, Jim Wohl, Mark Kohan (W1561); Ed Pelletier (Datum Engineering, W1561 & W1562); Gerald Hardisty, Robert Magi, Edward Paul, Michael Yenke (W1562); Jennifer Kaufman (Wetlands Agent). {The "Others present" list is not complete, since some who attended regarding W1562 did not affix their names to the sign-in sheet.}

1. The meeting was **called to order** at 7:35p by Chair Quentin Kessel. Booth was designated a voting member for this meeting.

2. The **draft minutes** of the 17 February 2016 meeting were approved as written.

3. IWA referrals. {To accommodate visitors, the Commission deferred action on these referrals until all three applications had been presented and public comments regarding them heard. These minutes do not follow temporal order in this respect, but conclude each section with a record of the Commission's action, if any.}

a. W1561 (Raphaelson, Dog La). Ed Pelletier reviewed the application, which proposes to split a 14.85 acre parcel on the east side of Dog Lane into two lots: a roughly rectangular Lot 1 (2.36 ac, 250 ft of continuous frontage) and an irregularly shaped Lot 2, which wraps around Lot 1 (13.49 ac, continuous frontage of 56 ft to the south, and 415 ft to the north, of Lot 1). The 200 ft of continuous frontage required by the Town need not be in front of the house on Lot 2.

{The application was revised, after publication of the Agenda for this meeting, so that it no longer proposes to "subdivide" the 14.85-acre parcel. Instead, Lot 1 qualifies as a "first cut" with no subdivision of Lot 2 proposed at this time. The conservation easement on Lot 2 shown in the original application is absent from the revision.}

The parcel as a whole is mostly (perhaps 70%) wetland. The houses on Lots 1 and 2 (resp.) would be sited fairly close together on a low, forested knoll close to Dog Lane, 108 ft and 63 ft (resp.) from wetlands at their closest points. Their engineered septic systems, which have DPH approval, would be 58 ft and 50 ft (resp.) from wetlands, on a fairly gentle slope above them. A foundation drain for Lot 2 would discharge 8 ft from wetlands.

In a letter circulated by Kaufman, Kathryn Ratcliff (60 Bundy La) indicated that she and other abutters had not received up-to-date plans for the proposed development and expressed concern about the potential for nutrient loading of wetlands from septic leaching or system failure. Jim Wohl (128 Dog La), speaking at the meeting, also said that abutters have not seen the revised plans. He is not opposed to having one house on the knoll, but objected to squeezing two houses into this space; a second house increases the risk of a significant negative impact on wetlands, a risk which should be carefully assessed. Mark Kohan (127 Dog La) reiterated these concerns, noting that the parcel is extremely wet at some times of year.

In response, Mr. Pelletier said that the revised plans differ only slightly from the original proposal and not in respects relevant to the development's potential impact on wetlands. In his judgment, putting Lot 2's house in the proposed location was better for wetlands than locating it on an upland farther east, as that would necessitate a wetlands crossing. To questions from Lehmann, he replied that the alternative of placing just one house on the entire parcel had not been considered, but that an engineered septic system would be required even if just one house

were sited on the knoll. Discharge from a failed septic system could end up in wetlands, but the probability of such a failure is, in his view, quite small. The proposed foundation drains should not threaten wetlands, since the volume of ground-water discharged would be modest and not require treatment.

Kaufman noted that George Logan is preparing a wetlands report, which it is not yet ready. She observed that, while no conservation easement is required, the Commission could recommend such an easement to enhance protection of extensive wetlands on the parcel. Kessel pointed out that Lot 2 abuts Joshua's Trust land and wondered if the parcel's owner, Howard Raphaelson, could be interested in granting a trail easement on Lot 2 providing access to Whetten Woods from Dog Lane; such an easement could permit linking Storrs Center to the Nipmuck Trail via the Torrey Preserve. Mr. Raphaelson appeared willing to consider this.

After some discussion, the Commission agreed (**motion:** Silander, Kessel):

(1) to request that the April 4 hearing be kept open to May 2, so that the Commission could review the wetlands report at its April meeting; but
(2) to comment to the IWA that:

- At this time, the Commission is concerned about the potential for nutrient loading of down-slope wetlands from the engineered septic systems, and suggests moving these systems farther from wetlands or reducing the number of houses from two to one.
- The Commission suggests that the parcel's owner consider conservation easements to enhance wetlands protection and a trail easement across Lot 2 to provide for a future connection to Whetten Woods and Storrs Center from the Nipmuck Trail.

All were in favor, save Soares, who abstained as an interested Dog Lane resident. {Facchinetti, Kessel, Lehmann, & Soares viewed the site on the 16 March IWA/PZC Field Trip.}

b. W1562 & PZC1284-3 (Meadowbrook Gardens Multi-Family Development). This proposal, again introduced by Mr. Pelletier, would construct 36 1- and 2-bedroom residential units on a 4.6-acre site adjacent to the associated Whispering Glen development, now under construction to the east. The parcel is essentially flat from Meadowbrook Lane south to where it drops steeply to Conantville Brook; at its western edge is a more gradual slope to a watercourse on adjacent property. All development would occur on the level portion of the property. Four multi-unit buildings would be arrayed around a central open area, with parking around the outside. Slopes on the south and west would be undisturbed.

The nature of wetlands associated with Conantville Brook to the south and the watercourse to the west was reviewed by soil scientist Ed Paul. The application does not propose a conservation easement for these areas. However, Mr. Pelletier noted that the steep slope and wetlands below it at the south end of the Whispering Glen property are protected by a conservation easement, which could be extended to this new development.

The area is served by water and sewer lines, so the main potential impact on wetlands would be from runoff. Gerald Hardistry reviewed the proposed storm-water management system. Very porous sandy & gravelly soils should permit runoff from impervious surfaces – roofs, parking areas, sidewalks, roads – to be absorbed on site, save in extreme weather events. The system is designed to hold water from a once-in-50-years event. Roofs would drain to catch basins and dry wells in the central open area, parking areas to holding ponds and underground concrete galleries around the perimeter. In extreme events, overflow would be directed into the watercourse to the west via a drainage armored with rip-rap. Responding to a query from Silander about whether other approaches – rain gardens, green roofs, pervious pavement – had been considered, Mr. Haristry said that concerns about the longevity and maintenance

requirements of such systems dictated a more traditional approach.

The Whispering Glen project includes construction of a sidewalk on the south side of Meadowbrook Lane west to Sunny Acres. Soares suggested adding a walkway to give residents of Meadowbrook Gardens access to this sidewalk; Mr. Pelletier said this could be done.

Mr. Pelletier and his associates left the meeting at 8:55p. When the Commission returned to consideration of W1562, Kaufman reported that the density of this project had led the Town to hire a consultant to review the storm-water management system proposed for it. She suggested that the Commission consider the consultant's report at its April meeting. After some discussion, the Commission agreed unanimously (**motion:** Kessel, Silander) to pass along the following suggestions and comments to the IWA & PZC:

- The Commission urges that the conservation easement on the Whispering Glen parcel be extended to include the steep slope and wetlands at the southern end, and the undeveloped strip along the western side, of the Meadowbrook Gardens parcel.
- The Commission suggests additional plantings (a) along Meadowbrook Lane to screen the development and (b) at the rim of the steep slope above Conantville Brook to discourage dumping, driving over the edge, etc.
- The Commission suggests that more creative storm-water management measures (such as rain gardens) be utilized. It would appreciate the opportunity to comment further after it has seen the Town consultant's report on the proposed storm-water management system.
- The Commission is pleased to learn that the sidewalk from Whispering Glen to Sunny Acres will stay on the south side of Meadowbrook Lane. It suggests that the Meadowbrook Gardens project include a walkway to this sidewalk.
- Should regulations be changed to allow more unrelated people to occupy units in this development, additional parking space will be needed.

c. W1563 (Bicentennial Pond, Aquatic Weed Removal & Management). The Parks and Recreation Department proposes to remove aquatic weeds that have been encroaching on the 2.6-acre swimming area at Bicentennial Pond and to treat the Pond with herbicides to control growth of various nuisance plants. Weeds (and silt that has accumulated over the years from their decay) would be mechanically removed from the swimming area by what is essentially a large vacuum cleaner, and pumped into fabric tubes on shore to dewater. Once dry, this material would be hauled away for use as soil enrichment. Mechanical removal would be followed by treating the pond with herbicides to check the growth of a number of nuisance species, including water chestnut, which has recently been found at the inlet to the Pond. Its sharp spines would be a hazard for waders and swimmers, should it spread to the swimming area.

On the 3/16 IWA Field Trip, Facchinetti & Lehmann had been told that the herbicide treatments would be done in the spring, well before Bicentennial Pond was opened for swimming. However, Facchinetti noted that the 11/13/15 proposal from All Habitat Services, Inc. included in the packet mentions follow-up treatments of certain herbicides. For example, treatment with Flumioxazin to control Western Waterweed and Water Starwort is supposed to occur "at the beginning of the season and should be followed by additional applications 5-10 weeks apart." Kaufman agreed that the Town would need to negotiate and monitor the timing of treatments so as to avoid exposing swimmers to active herbicides.

4. Town conservation easements. The Town Attorney has not yet looked into whether a visit by Commission members to a Town-held conservation easement would constitute a "meeting" of the Commission (requiring public notice, opportunity for members of the public to attend, etc.), as a member of the Connecticut Freedom of Information Commission apparently believes. Meanwhile, Kaufman wants to upgrade the Town's "Model Conservation Agreement" (MCA). She distributed a copies of it, along with similar instruments used by Joshua's Trust and East

Haddam, and encouraged Commission members to suggest desirable changes in the Town's MCA.

5. Biking on Town trails. Kaufman distributed copies of a 14 March letter from the Connecticut Forest and Park Association (CFPA), which oversees blue-blazed trails in Connecticut, objecting to (1) permitting mountain biking on the Nipmuck Trail on Town land in Mansfield (e.g., Schoolhouse Brook Park and Fifty Foot) or (2) encouraging bikers to use the Trail as a connector between Town lands where they might be permitted on other trails. Given CFPA's position, proposals to open additional trails on Town land to biking seem ill-advised.

6. Zoning regulations. Booth reported that the Zoning Focus Group has begun meeting to review draft zoning regulations implementing the most recent Plan of Conservation and Development. Kaufman explained that the process of writing and reviewing these regulations will now proceed with the active involvement of the Focus Group.

7. Adjourned at 9:50p. Next meeting: 7:30p, Wednesday, 20 April 2016.

Scott Lehmann, Secretary, 20 March 2016.

Open Space Preservation Committee
Tuesday, March 15, 2016
DRAFT Minutes
Mansfield Town Hall, Conference Room B
7:00p.m.

Members present: Jim Morrow (chair), Ken Feathers, Quentin Kessel, Michael Soares, Roberta Coughlin, and Jennifer Kaufman (staff).

The meeting was called to order at 7:02 pm.

Michael Soares was appointed secretary.

Minutes of the February 2016 joint meeting with Conservation Commission were approved.

Opportunity for public comment – No members of the public were present.

Old Business

- Town Council Update – Jennifer shared that she has spoken with Amy Paterson, Ex. Director of CT Land Conservation Council (CLCC). Amy will attend the April meeting to assist OSPC's discussion of how to permanently preserve Town-owned parks and open space lands. Parks Advisory Committee and Agricultural Committee will be informed of Amy's visit and invited to the meeting.

- Model Easement – Jennifer provided a few distinct conservation easements. These were reviewed, and it was decided that members should read through these examples and provide comments to Jennifer before the April meeting.

- Biking in Certain Town Parks – The Town received a letter from CFPA, regarding a request by some residents to allow biking on Town trails, which includes the blue-blazed Nipmuck Trail managed by CFPA. The letter explains that CFPA's Trail Committee reviewed the request and decided to maintain their existing policy and allow foot travel only. It also expressed that, if the Town does decide to allow biking in its parks, that we work closely with CFPA staff to find the best ways to protect trails and manage possible landowner issues.

- Meeting with Amy Paterson – see Town Council Update above.

New Business

- PZC referral Meadowbrook Gardens Multi-Family Development – OSPC reviewed the provided plans and recommends that:
    - the proposed sidewalk along Meadowbrook Lane remain on that side along its entirety and does not cross the road. This sidewalk was omitted from the Landscape-Lighting-Sighting Plan.

- the proposed sidewalk along Meadowbrook Lane be extended to access the nearest bus stop at the ECSU ballfields.
- the sidewalks within the development are connected to one another, and that this network is extended to connect to the proposed sidewalk along Meadowbrook Lane.
- a guardrail and plantings are added to the south side of the southernmost parking area. Since this parking is very close to the slope leading to the stream, OSPC feels that some improvements are necessary for this location's safety, aesthetics, and management of runoff (plantings for filtration).
- the applicant provide more information on plans for the northernmost portion of the site, located along Meadowbrook Lane and east of the main entrance.
- PZC review the current parking plan and ensure it meet best practices.
- PZC requests a community benefits assessment for Sunny Acres Park.

Communications

- CFPA letter, RE: Nipmuck Trail. Dated 3/14/2016
- Updates from Jennifer:
  - Bicentennial Pond:
    - The Town was awarded a grant of $253,000 for construction of an all-access trail around the pond. Total project cost is $316,000.
    - An application has been submitted to Inland Wetlands for sediment removal and management via herbicide of water chestnut, and aquatic invasive species.
  - Eagleville Lake – Continued management via herbicide of the aquatic invasive fanwort will occur this year. Similar to last year, the cost of $28,000 is shared with the Town of Coventry. The Town of Mansfield received a grant this time of $6,500, leaving the Town with $8,500. Kessel asked if this cost was in the proposed Town budget, recalling that open space funds were used for the fanwort control last year and that OSPC urged that any management following the 2015 season be funded through the Town budget. Jennifer said that the item did not appear in the proposed budget and she would inquire about it.

The meeting was adjourned at 8:40.

Jessie Richard

From: Steve <sefrederick@charter.net>
Sent: Friday, February 26, 2016 8:48 AM
To: PlanZoneDept
Subject: Uniglobe Investment LLC

I am writing in regards to a certified letter regarding the apartments at 91 & 93 Meadowbrook Lane. The map shows they are planning on the construction of a sidewalk crossing Meadowbrook Lane and then running it to the west on my property. Why are they directing foot traffic across this busy roadway twice to get them to the park? There is poor lighting and you know there will be kids walking from there to the park and to Eastern's ball field area. I oppose this due to the fact that I now get many people discarding trash along there. This is only going to compound the issue. I believe there will be additional debris including dog feces from the additional foot traffic these apartments will generate. The traffic along this section of road now pays no attention to the speed bumps or the stop signs at Meadowbrook Lane and Circle Drive. Will we get additional support patrolling this area? Several people have commented as to these units being marketed to students. This will be a huge impact to this quiet corner of Mansfield.

Thank you,
Steven Frederick
69 Circle Drive
Mansfield Center, CT 06250

Sent from Mail for Windows 10

Department of Planning and Development

Date: May 12, 2016

To: Planning and Zoning Commission

From: Linda M. Painter, AICP, Director

Subject: Interpretation of Zoning Regulations
Definition and Application of Frontage Requirements
Dog Lane Lot Line Revision

Background

Article 11, Section A of the Regulations requires the Zoning Agent to review any questions regarding interpretation and enforcement of the regulations with the PZC officers, and if necessary, the Planning and Zoning Commission. The background for the request for interpretation can be found in the following memos, which were provided to the Commission as part of the April 4, 2016 and May 2, 2016 meeting packets:

- March 28, 2016 Correspondence from James Wohl and Janet Welch of 128 Dog Lane, mark and Allison Kohan of 127 Dog Lane, Kathryn and Richard Ratcliff of 60 Bundy Lane, and Joan and Jerome Neuwirth of 54 Bundy Lane
- March 31, 2016 Memo from Linda Painter, Director of Planning and Development
- April 20, 2016 Correspondence from James Wohl and Janet Welch of 128 Dog Lane
- April 28, 2016 Memo from Janell Mullen, Assistant Planner/Zoning Agent

Draft Motions

Staff has prepared two motions for the Commission's consideration based on discussion at the April 18th and May 2nd meetings.

Determination that proposed lot configuration complies with the minimum frontage requirements of the Mansfield Zoning Regulations

_____MOVES issuance of the following determination regarding frontage requirements as applied to a proposed lot line revision for property located on Dog Lane. This determination is issued in accordance with Article Eleven, Section A of the Zoning Regulations which authorizes the Zoning Agent to review any questions that arise regarding interpretation and/or enforcement of the regulations with the Planning and Zoning Commission.

This determination is based on the definition of lot frontage contained in the Mansfield Zoning Regulations as well as previous actions by the Commission with regard to lot frontage requirements. In making this determination, the Commission considered the following information provided by staff in memos dated March 31, 2016 and April 28, 2016 and in response to questions from the Commission at the April 18 and May 2, 2016 meetings. Additionally, the Commission considered information provided in correspondence from nearby property owners James Wohl and Janet Welch of 128 Dog Lane, mark and Allison Kohan of 127 Dog Lane, Kathryn and Richard Ratcliff of 60 Bundy Lane, and Joan and Jerome Neuwirth of 54 Bundy Lane dated March 28, 2016 and correspondence from James Wohl and Janet Welch dated April 20, 2016.

- The subject property is located on the southeast side of Dog Lane and is zoned RAR-90.
- The property consists of ± 15.85 acres and has 857.15 feet of frontage on Dog Lane.
- The property owner submitted an application to the Inland Wetlands Agency depicting a proposed lot line revision that would create a second lot. The proposed Lot 1 has 250.68 feet of frontage. The proposed Lot 2 wraps around Lot 1 and has 414.57 feet of frontage located along Dog Lane east of Lot 1; however, this portion of the property contains extensive wetlands. Lot 2 also has 107.32 feet of frontage located west of Lot 1 and abutting the property located at 128 Dog Lane; this portion of Lot 2 shares an upland area with Lot 1. The applicant is proposing to locate the house and driveway for Lot 2 on the upland portion of the property.
- As the frontage of the western portion of Lot 2 is less than 200 feet, the proposed houses would be located closer together than other homes on Dog Lane as most of the other lots have in excess of 200 feet of frontage.
- The owners of property at 128 Dog Lane, 127 Dog Lane, 60 Bundy Lane, and 54 Bundy Lane submitted a written request dated March 28, 2016 for Commission review of the Zoning Agent's interpretation of minimum lot frontage requirements as applied to the subject property. This memo articulates several arguments as to why the abutters believe the frontage requirement was improperly interpreted by the Zoning Agent.

Based on the information provided, the Commission makes the following findings:

1. Article 4, Section B of the Mansfield Zoning Regulations states: "For the purpose of these regulations, certain terms used herein shall be used, interpreted and defined as set forth in this section. Any questions that arise regarding the regulatory meaning of other words and terms shall be determined by the Planning and Zoning Commission with reference to the Connecticut General Statutes and the Random House Dictionary of the English Language, unabridged edition, respectively."

2. Article 4, Section B.39 defines Lot frontage as "The horizontal distance measured along the full length of the front lot line. At existing, proposed or future streetline intersections with a radius, the frontage may be measured along the full length of the front lot line to the point of intersection of the front lot lines extended beyond the radius to their point of intersection."

3. Article 4, Section B. 42 defines front lot line as "A front lot line is the line of a street on which a lot abuts."

4. Article 4, Section B.88 defines required yard as "Open and unobstructed ground area of the lot extended inward from a lot line for the distance specified in the Regulations for the district in which the lot is located."

5. Article 4, Section B.89 defines required front yard as "A required yard extending along the full length of the front lot line to a depth required by these regulations.

6. The Schedule of Dimensional Requirements contained in Article 8 requires a minimum lot frontage of 200 feet for lots in the RAR-90 zone. Footnote 6 to the Schedule of Dimensional Requirements states: "The minimum lot frontage shall be continuous and uninterrupted along a street line. In residential zones, corner lots situated at the junction of two or more streets shall be required to have minimum lot frontage along all abutting streets."

7. Article 8, Section B.6 establishes the minimum lot area requirements for new lots: "To help ensure that all new lots have adequate land for a house, accessory structures, driveway, well, septic system and reserve area and accessory uses without inappropriate encroachment on natural resources and manmade resources such as stone walls and other historic structures, all residential lots created after the effective date of this regulation that are not served by a public sewer system, shall contain a contiguous area of at least 40,000 square feet in size (20,000 square feet in R-20 zones) that does not include visible ledge, existing slopes exceeding fifteen percent, drainage easements, conservation easements or other easements that will limit or restrict onsite uses, or any watercourses, water bodies or inland wetland soils as depicted on the Mansfield Inland Wetland & Watercourses Map and as may be modified by on site inspection and testing. Said 40,000 square foot area (20,000 square feet in R-20 zones) must be defined with all portions of the defined area having a minimum depth or width of 75 feet, and this area must be suitable for the uses noted above. . . . ."

8. The Mansfield definition of lot frontage refers solely to the length of the front lot line. Neither the definition, the footnotes in the Schedule of Dimensional Requirements, nor the minimum lot area requirements contain any references to the location of development/buildings in relation to the required frontage.

9. As the term lot frontage is clearly defined within the regulations, there is no cause for the Commission to seek guidance on regulatory interpretation from Statutes or the dictionary pursuant to Article 4, Section B.

10. As identified in the April 28, 2016 memo from Janell Mullen, the Commission has previously approved lots where the required minimum lot frontage was located adjacent to an undevelopable portion of the lot due to the location of wetlands. In these instances, driveways and structures were not located within or adjacent to the portion of the lot that met minimum frontage requirements. None of the examples cited included a waiver or reduction of lot frontage as authorized by Section 7.6 of the Subdivision Regulations. As such, it is clear that the Commission determined that those lots complied with minimum frontage requirements.

Based on the above findings, the Commission finds that the lot configuration identified on plans dated March 16, 2016 complies with the minimum frontage requirements as identified in the Mansfield Zoning Regulations.

Determination that proposed lot configuration does **not** comply with the minimum frontage requirements of the Mansfield Zoning Regulations

_____MOVES issuance of the following determination regarding frontage requirements as applied to a proposed lot line revision for property located on Dog Lane. This determination is issued in accordance with Article Eleven, Section A of the Zoning Regulations which authorizes the Zoning Agent to review any questions that arise regarding interpretation and/or enforcement of the regulations with the Planning and Zoning Commission.

This determination is based on definitions contained in the Mansfield Zoning Regulations and provisions for interpretation of regulations as established by Sec. 1-2z, CGS and various court decisions. In making this determination, the Commission considered the following information provided by staff in memos dated March 31, 2016 and April 28, 2016 and in response to questions from the Commission at the April 18 and May 2, 2016 meetings. Additionally, the Commission considered information provided in correspondence from nearby property owners James Wohl and Janet Welch of 128 Dog Lane, mark and Allison Kohan of 127 Dog Lane, Kathryn and Richard Ratcliff of 60 Bundy Lane, and Joan and Jerome Neuwirth of 54 Bundy Lane dated March 28, 2016 and correspondence from James Wohl and Janet Welch dated April 20, 2016.

- The subject property is located on the southeast side of Dog Lane and is zoned RAR-90.
- The property consists of ± 15.85 acres and has 857.15 feet of frontage on Dog Lane.
- The property owner submitted an application to the Inland Wetlands Agency depicting a proposed lot line revision that would create a second lot. The proposed Lot 1 has 250.68 feet of frontage. The proposed Lot 2 wraps around Lot 1 and has 414.57 feet of frontage located along Dog Lane east of Lot 1; however, this portion of the property contains extensive wetlands. Lot 2 also has 107.32 feet of frontage located west of Lot 1 and abutting the property located at 128 Dog Lane; this portion of Lot 2 shares an upland area with Lot 1. The applicant is proposing to locate the house and driveway for Lot 2 on the upland portion of the property.
- As the frontage of the western portion of Lot 2 is less than 200 feet, the proposed houses would be located closer together than other homes on Dog Lane as most of the other lots have in excess of 200 feet of frontage.
- The owners of property at 128 Dog Lane, 127 Dog Lane, 60 Bundy Lane, and 54 Bundy Lane submitted a written request dated March 28, 2016 for Commission review of the Zoning Agent's interpretation of minimum lot frontage requirements as applied to the subject property. This memo articulates several arguments as to why the abutters believe the frontage requirement was improperly interpreted by the Zoning Agent.

Based on the information provided, the Commission makes the following findings:

1. Article 4, Section B of the Mansfield Zoning Regulations states: "For the purpose of these regulations, certain terms used herein shall be used, interpreted and defined as set forth in this section. Any questions that arise regarding the regulatory meaning of other words and terms

shall be determined by the Planning and Zoning Commission with reference to the Connecticut General Statutes and the Random House Dictionary of the English Language, unabridged edition, respectively."

2. Sec. 1-2z, C.G.S. provides guidance on how to interpret statutes; this provision applies to interpretation of local regulation as well: "Plain meaning rule. The meaning of a statute shall, in the first instance, be ascertained from the text of the statute itself and its relationship to other statutes. If, after examining such text and considering such relationship, the meaning of such text is plain and unambiguous and does not yield absurd or unworkable results, extratextual evidence of the meaning of the statute shall not be considered."

3. Article 4, Section B.39 defines Lot frontage as "The horizontal distance measured along the full length of the front lot line. At existing, proposed or future streetline intersections with a radius, the frontage may be measured along the full length of the front lot line to the point of intersection of the front lot lines extended beyond the radius to their point of intersection."

4. Article 4, Section B. 42 defines front lot line as "A front lot line is the line of a street on which a lot abuts."

5. Article 4, Section B.88 defines required yard as "Open and unobstructed ground area of the lot extended inward from a lot line for the distance specified in the Regulations for the district in which the lot is located."

6. Article 4, Section B.89 defines required front yard as "A required yard extending along the full length of the front lot line to a depth required by these regulations.

7. The Schedule of Dimensional Requirements contained in Article 8 requires a minimum lot frontage of 200 feet for lots in the RAR-90 zone. Footnote 6 to the Schedule of Dimensional Requirements states: "The minimum lot frontage shall be continuous and uninterrupted along a street line. In residential zones, corner lots situated at the junction of two or more streets shall be required to have minimum lot frontage along all abutting streets."

8. In the present case, application of the definition of frontage as written would result in an absurd lot configuration with one lot wrapping around another solely for the purpose of accessing buildable land. As such, pursuant to Sec. 1-2z, C.G.S., the Commission may therefore consider extratextual evidence of the meaning of the regulation.

9. The Random House Dictionary of the English Language, unabridged edition, defines frontage as: "1. The front of a building or lot. 2. The lineal extent of this front: *a frontage of 200 feet.* 3. The direction it faces: *My house has an ocean frontage.* 4. Land abutting on a river, street, etc. *He was willing to pay the higher cost of a lake frontage*. 5. The space lying between a building and the street, a body of water, etc.: *He complained that the new sidewalk would decrease his*

frontage."

10. The specific requirement that minimum lot frontage be continuous and uninterrupted and that corner lots meet minimum frontage requirements on all abutting streets implies that the main purpose of the frontage requirement is to provide adequate spacing between structures.

11. The examples identified in the April 28, 2016 memo from Janell Mullen differ from the current proposal in that they all essentially function as rear lots and as such do not impact the spacing of houses along the road.

12. Only three of eighteen lots with frontage on Dog Lane east of the Paideia Greek Center property have frontage less than 200 feet. Two of these lots abut one another and are under common ownership; however, only one of the lots is developed which makes it appear that the frontage for the property exceeds 200 feet.

Based on the above findings, the Commission finds that the lot configuration identified on plans dated March 16, 2016 does not comply with the minimum frontage requirements as identified in the Mansfield Zoning Regulations as it would result in a lot configuration that is contrary to the intent of the regulations and would detract from the established character of the established neighborhood along Dog Lane.

DRAFT ALCOHOL AND LIVE MUSIC REGULATIONS

MANSFIELD DEPARTMENT OF PLANNING AND DEVELOPMENT ▪ APRIL 28, 2016

OVERVIEW

ALCOHOLIC LIQUOR REGULATIONS

The proposed changes:

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

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

LIVE MUSIC REGULATIONS

The proposed changes:

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

AMENDMENTS TO ARTICLE FOUR: RULES AND DEFINITIONS

AMEND SECTION B – DEFINITIONS

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

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

AMENDMENTS TO ARTICLE SEVEN: PERMITTED USES

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

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

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

* * * * *

g. The sale of alcoholic liquor shall be permitted as accessory to the following uses provided the liquor permit type is authorized pursuant to Chapter 101 of the Mansfield Code of Ordinances:
   - Retail
   - Restaurant
   - Hotel
   - Place of Assembly-Banquet Hall
   - Commercial recreation facility
   - Brewpub/Restaurant, Brewpub, and Brewery
   - Farm Winery

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

* * * * *

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

15. **Temporary special events involving the sale and consumption of alcoholic liquor** pursuant to Sec. 30-25, 30-35, 30-37b and 30-37h, C.G.S., provided ~~site plan approval is obtained in accordance with Article V, Section A and~~ the following requirements ~~of Article X, Section I.5~~ are met:

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

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

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

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

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

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

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

* * * * *

g. Farm Wineries

* * * * *

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

Amend Section L as follows:

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

   a. Category A
      1. Retail uses that comply with the following criteria:

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

* * * * *

e. Category E

1. Retail uses that comply with the following criteria:

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

* * * * *

f. Category F

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

g. Category G

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

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

Renumber subsequent provisions accordingly

* * * * *

h. Category H

Reserved.

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

~~1. The subject live music shall be limited to singing or the playing of musical instruments that, in the opinion of the Zoning Agent, are accessory to an authorized use (such as background music to enhance a dining experience) and not a primary use, (such as a separate concert event).~~

~~2. The subject live music shall be unamplified or amplified at volume levels that, in the opinion of the Zoning Agent, would have low potential for causing noise issues for neighboring property owners. If neighborhood noise problems occur, the subject live music authorization may be altered or revoked.~~

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

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

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

i. Category I

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

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

* * * * *

k. Category K

1. Restaurants, provided the following conditions are met:

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

* * * * *

m. Category M

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

* * * * *

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

Amend Section M.2 as follows:

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

* * * * *

f. Category F

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

* * * * *

j. Category J

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

* * * * *

k. Category K

Reserved.

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

l. Category L

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

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

* * * * *

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

Amend Section N as follows:

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

* * * * *

f. Category F

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

* * * * *

i. Category I

Reserved.

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

j. Category J

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

k. Category K

1. Restaurants, provided the following conditions are met:

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

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

* * * * *

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

Amend Section O.2 as follows:

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

* * * * *

l. Category L

Reserved.

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

m. Category M

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

* * * * *

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

Amend Section P.2 as follows:

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

* * * * *

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

* * * * *

h. Category H

Reserved.

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

i. Category I

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

* * * * *

m. Category M

Reserved.

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

n. Category N

Reserved.

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

* * * * *

AMEND SECTION Q – USES PERMITTED IN THE BUSINESS ZONE

Amend Section Q.3.c as follows:

c. Category C
Game arcades as a primary (more than 3 games) and not accessory use, provided the following conditions are met:
~~1. There is no sale or consumption of alcoholic beverages on the arcade premises;~~

Renumber subsequent provisions accordingly

* * * * *

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

* * * * *

AMEND SECTION R – USES PERMITTED IN THE NEIGHBORHOOD BUSINESS 1 ZONES (ROUTE 44/MANSFIELD DEPOT AREA; ROUTE 195/32 AREA; ROUTE 195/SPRING HILL RD AREA; ROUTE 32/EAGLEVILLE AREA)

Amend Section R.2 as follows:

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

* * * * *

a. Category A
   1. Retail stores that comply with the following criteria:

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

* * * * *

g. Category G

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

h. Category H

Restaurants, provided the following conditions are met:

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

~~i. Category I~~

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

* * * * *

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

Amend Section S.2 as follows:

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

* * * * *

g. Category G

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

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

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

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

* * * * *

m. Farm Wineries

* * * * *

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

Amend Section V.3 as follows:

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

* * * * *

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

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

* * * * *

AMENDMENTS TO ARTICLE TEN

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

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

I. Live and/or Amplified Music

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

2. Applicability.
   a. Live and/or amplified music shall be permitted with Zoning Permit approval as an accessory use to the following uses pursuant to the requirements of this Section:
      - Restaurant
      - Hotel
      - Place of Assembly-Banquet Hall
      - Commercial recreation facility
      - Brewpub/Restaurant, Brewpub, and Brewery

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

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

	Outdoor Music Permitted
Thursday-Saturday	12:00 pm – 10 pm
Sunday	12 pm – 6 pm

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

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

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

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

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

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

* * * * *

AMENDMENTS TO ARTICLE ELEVEN

AMEND SECTION C-ZONING PERMITS

Amend Section C.1.a as follows:

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

* * * * *

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

* * * * *

TEMPORARY LIQUOR PERMIT TYPES

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

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

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

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

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

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

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

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

DRAFT STORMWATER MANAGEMENT REGULATIONS

MANSFIELD DEPARTMENT OF PLANNING AND DEVELOPMENT ▪ APRIL 28, 2016

OVERVIEW

The proposed changes:

- Establish thresholds for when stormwater management plans are required;
- Identify the minimum information required as part of a stormwater management plan;
- Promote the use of Low Impact Development practices to improve groundwater recharge;
- Require the use of more recent rainfall data (NOAA Atlas 14) to estimate stormwater volumes; and
- Establish minimum stormwater management requirements for small scale projects.

AMENDMENTS TO ARTICLE SIX OF THE ZONING REGULATIONS

AMENDMENTS TO SECTION B.4 – PERFORMANCE STANDARDS

Add new Section B.4.t:

t. Stormwater Management

1. Definitions. For the purpose of this section, the following definitions shall be used:

   a. *Low Impact Development (LID).* A stormwater management strategy designed to maintain or replicate the predevelopment hydrologic regime. Hydrologic functions of storage, infiltration and groundwater recharge, as well as the volume and frequency of discharges are maintained through the use of integrated and distributed micro-scale stormwater retention and detention areas; reduction of impervious surfaces, and the lengthening of run-off flow paths and flow time. Other strategies include the preservation/protection of environmentally sensitive site features such as riparian buffers, wetlands, steep slopes, valuable (mature) trees, floodplains, woodlands and highly permeable soils.
   b. *Impervious Surface.* The area of a building site or lot that is covered by materials that prevent the infiltration of surface water into the ground beneath. Such materials may include, but are not limited to, roofs, paved driveways, concrete slabs, sealed-joint paving blocks or stones, and pools. Impervious surface shall be expressed in terms of square footage or acreage, and percentage of total site or lot area.
   c. *Predevelopment site hydrology.* The water balance between runoff, infiltration, storage, groundwater recharge, and evapotranspiration prior to the development of a site.
   d. *Disturbed area*. All land areas that are stripped, graded, grubbed, filled, or excavated at any time during the site preparation or removing vegetation for, or construction of, a project.

"Disturbed area" does not include routine maintenance, but does include re-development and new impervious areas. "Routine maintenance" is maintenance performed to maintain the original line and grade, hydraulic capacity, and original purpose of the facility. Paving impervious gravel surfaces while maintaining the original line and grade, hydraulic capacity and original purpose of the facility is considered routine maintenance. Cutting of trees, without grubbing or stump removal is not considered "disturbed area".

A disturbed area continues to be considered as disturbed area if it meets the definition of "developed area" or "impervious area" following final stabilization.

e. *Developed area*. "Disturbed area" excluding area that within one calendar year of being disturbed is returned to a condition with the same drainage pattern that existed prior to the disturbance and is revegetated, provided the area is not mowed more than twice per year.

f. *Retention Basin.* A vegetated pond that retains a permanent pool of water and is constructed to provide both treatment and attenuation of stormwater flows. Also known as a stormwater pond.

g. *Detention Basin*. A vegetated area designed to capture, temporarily hold, and gradually release a volume of stormwater runoff to attenuate and delay stormwater peaks. Also known as a dry pond or dry detention pond.

h. *Sheet Flow.* An overland flow or downslope movement of water taking the form of a thin, continuous film over relatively smooth soil or rock surfaces where there are no defined channels and the flood water spreads out over a large area at a uniform depth.

i. *Point Discharge.* The release of collected and/or concentrated surface and stormwater runoff from a pipe, culvert or channel.

2. Purpose. The purpose of these stormwater management regulations is to:
   a. Promote the goals and objectives for the conservation of the town's water resources as identified in the Plan of Conservation and Development;
   b. Preserve the predevelopment site hydrology to the extent practical in order to maintain stream base flow conditions; maintain groundwater recharge; and minimize flooding, erosion, and the effects from runoff on downstream properties;
   c. Minimize the sources and amounts of pollution transported by stormwater runoff to wetlands, watercourses, groundwater, and other natural resources, and minimize impacts to downstream properties; and
   d. Promote the use of Low Impact Development (LID) practices in the planning, design, and execution of land development activities.

3. Applicability. These regulations are applicable to any new development and/or modifications to existing land uses that meet the following criteria:
   - Any development resulting in the disturbance of one or more acres of land;
   - Residential development of five or more dwellings;
   - Residential development involving the construction of a new road or common driveway serving more than two dwellings;
   - Any development where stormwater will have a point discharge to a wetland or watercourse;
   - Nonresidential development having greater than 10,000 square feet of impervious surface;
   - Other activities as described in the CTDEEP 2004 Connecticut Stormwater Manual (the Manual) as may be amended; or
   - Other developments determined by the Commission to have the potential for stormwater management issues.

4. Stormwater Management Plan. A Stormwater Management Plan (SWM) shall be included in any application that requires the submission and approval of a Site Plan or Subdivision Plan and shall be consistent with the purpose set forth in subsection 2 above, the Mansfield Standards and Specifications, and the principles set forth in the Manual.

   a. The SWM shall be consistent with generally accepted engineering and site planning practices, and shall include best management practices and Low Impact Development practices where feasible. The plan shall include a summary report describing the nature of the improvement; a SWM improvement plan; supporting computations where appropriate; a description of construction sequence; and a program for operation, maintenance, and monitoring. The professional engineer shall sign and seal all documents which they prepared.

   b. The design report shall include:

      - Description of existing site and relevant off-site conditions that may be affected by the selection of water quality measures;
      - Rainfall data for the design storms as identified by the NOAA Atlas 14, as amended;
      - An evaluation of existing on-site and off-site hydrology including estimates of preconstruction and post-construction development from the 1-, 2-, 10-, 25-, and 100-year, 24-hour storm events;
      - A discussion of the function for the stormwater management system during typical operation and during a possible failure of a component; and
      - A discussion of the proposed treatment and control measures and their estimated effect on improving the quality of stormwater runoff, specifically for the removal of 80 percent of total suspended solids.

   c. The improvement plan shall be designed to:

      - Maintain the predevelopment site hydrology to the maximum extent feasible;
      - Reduce peak runoff from 2-year, 24-hour postdevelopment event to 50 percent of the predevelopment conditions for that storm event or to the equivalent of the 1-year, 24-hour storm event unless the Commission determines that such reduction is impractical;
      - Provide zero net increase in peak runoff from the 10-, 25-, and 100-year storm events unless the applicant demonstrates that this would be a detriment to downstream properties;
      - Provide treatment of stormwater runoff in accordance with the Manual;
      - Have conveyance systems meeting the applicable provisions of the CTDOT Drainage Manual; and
      - Minimize structural stormwater components and incorporate vegetative measures such as rain gardens and bioretention basins where appropriate.

   d. When the proposed development involves modification to an existing developed area, the applicant shall demonstrate that the stormwater quality treatment is being provided to the maximum extent practicable for all undisturbed impervious areas. New impervious areas and existing impervious areas that are disturbed shall meet the standards set forth in subsection (c), above.

5. Small Scale Projects. Any development that meets one or more of the thresholds set forth in subsection 3 but does not require Site Plan or Subdivision approval shall manage stormwater by implementing one or more of the following LID measures. Compliance with this requirement will be determined as part of the Zoning Permit process.

   Reducing Hydraulic Connectivity of Impervious Surfaces

- Disconnecting roof drains and directing flows to vegetated areas or infiltration structures (swales, trenches, or drywells)
- Directing flows from paved areas such as driveways to stabilized vegetated areas
- Breaking up flow directions from large paved surfaces
- Encouraging sheet flow through vegetated areas
- Locating impervious areas so they drain to natural systems, vegetated buffers, natural resource areas, on-lot bioretention areas, or permeable soils

Modifying/Increasing Runoff Travel Time

- Maximizing overland sheet flow
- Increasing and lengthening drainage flow paths
- Maximizing use of vegetated swales

Increasing Groundwater Recharge

- Vegetated Swales, Buffers, and Filter Strips
- Bioretention/Rain Gardens
- Dry Wells/Leaching Trenches
- Rainwater Harvesting
- Vegetated Roof Covers (Green Roofs)

More detailed guidance for implementation of these measures can be located in the 2004 Connecticut Stormwater Quality Manual as may be amended.

6. Conflicts. If there are any conflicts between these Regulations and other standards, the more stringent requirement shall apply.

DRAFT REGULATIONS RELATED TO WATER SERVICE CONNECTIONS

MANSFIELD DEPARTMENT OF PLANNING AND DEVELOPMENT ▪ APRIL 28, 2016
AS MODIFIED BY COMMISSION ACTION ON MAY 2, 2016

OVERVIEW

The proposed changes:

- Establish a new water pipeline overlay zoning district to regulate water service connections in that zone
- Extend restrictions of overlay zone to properties that access water service via easements or rights-of-way over properties in the overlay zone.
- Provide criteria for regulating uses served by the Connecticut Water Company pipeline pursuant to the diversion permit issued by DEEP

AMENDMENTS TO ARTICLE TWO

AMEND SECTION 2.A

Add "W – Water Pipeline Overlay Zone" to end of list of Zoning Districts

AMENDMENTS TO ARTICLE SIX

AMENDMENTS TO ARTICLE SIX, SECTION B.4 – PERFORMANCE STANDARDS

Add new section B.4.u as follows:

u. <u>Special Requirements for Properties Served by Connecticut Water Company.</u> Pursuant to the terms of the water diversion permit issued by CT DEEP in June 2015 for the interconnection of the CWC and UConn water systems, future development served by that pipeline, whether directly or indirectly, shall meet the following requirements in addition to the requirements of Article 10, Section V, where applicable.
   1. Any use that exists as of the effective date of this Regulation may connect to the water main with a service connection(s) properly sized to serve only that use.
   2. No connections shall be authorized for new or expanded uses unless one or more of the following conditions is met:
      - The type and intensity of use is consistent with the Planned Development designation identified in the 2006 POCD; or
      - For properties where a change in use from the 2006 POCD is proposed, the developer must demonstrate that: (1) the proposed use is consistent with the current POCD; and (2) that the water demands of the proposed use are equivalent to or less than the water demands of uses allowed pursuant to the 2006 POCD or that the proposed uses could be supported by an on-site water system. The Commission may require verification of on-site capacity through hydrologic

engineering studies and/or issuance of a permit for a water system in accordance with the Public Health Code.

3. Uses developed using on-site water systems after the effective date of this section may connect to the public water system with a connection sized only to serve that use if their on-site well fails or is contaminated. Any new uses or expansions of use on the site subsequent to connecting to the CWC system shall comply with the provisions of subsection 2, above.
4. Any projects requiring a water main extension and/ or Site Plan, Special Permit or Subdivision approval shall be referred to the Connecticut Water Company Water System Advisory Committee for review and comment.

AMENDMENTS TO ARTICLE TEN: SPECIAL REGULATIONS

ADD NEW SECTION V – WATER PIPELINE OVERLAY ZONE

1. Purpose. The purpose of this section is to protect rural areas of the community (designated as Rural Character Conservation Areas in the POCD) from inappropriate development that could be spurred by new water transmission mains traversing these areas prior to reaching areas designated as Smart Growth Development Areas in the POCD. To that end, the presence of water mains in Rural Character Conservation Areas shall not be used to justify the intensification of land uses in a manner that would conflict with the overall character of that specific area as described in the POCD.

   To implement this objective, this section establishes standards for connecting to new water mains in Water Pipeline Overlay Zones and identifies limitations specific to properties that will be served by the interconnection between the Connecticut Water Company and University of Connecticut water systems.

2. Applicability. The standards set forth herein are applicable to all properties located within the Water Pipeline Overlay Zone as depicted on the Official Zoning Map.

3. Establishment of New Water Pipeline Overlay Zones. This district may be applied to any area where a water pipeline exists or an extension is proposed that meets one or more of the following requirements:
   a. The property is designated on the current POCD Future Land Use map as:
      - Conservation/Recreation/Managed Resource Area
      - Rural/Residential/Agriculture/Forestry;
      - Rural Residential Village;
      - Village Center; or
      - Rural Commercial.
   b. The property was designated in the 2006 POCD as:
      - Low Density Residential; or
      - Planned Office/Mixed Use; or
      - Neighborhood Business/Mixed Use.

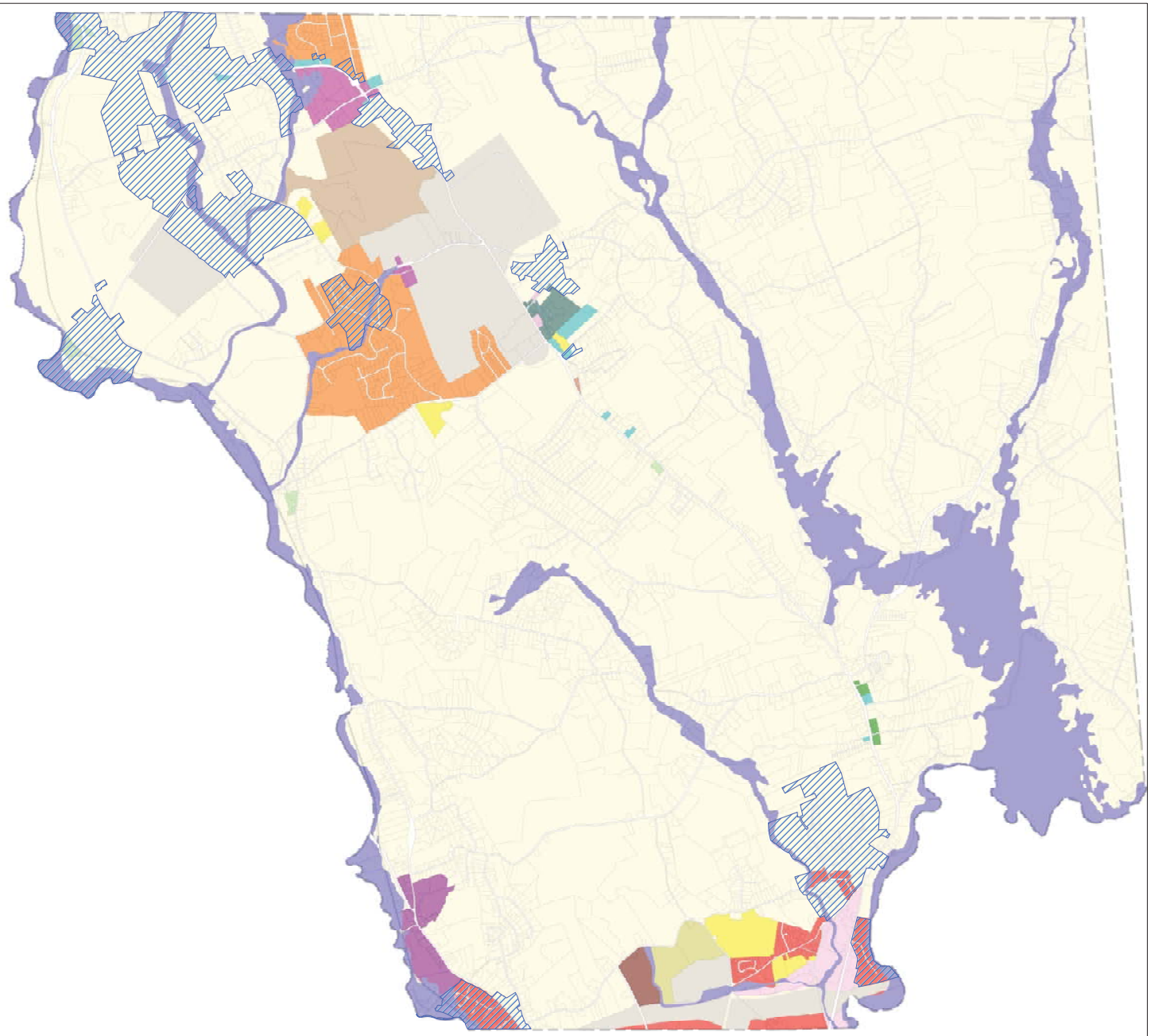
4. Development Requirements. Any owner of property located within a Water Pipeline Overlay Zone that desires to connect to the water main shall meet the following requirements.
   a. Any property that will be served by the Connecticut Water Company shall comply with the requirements of Article 6, Section B.4.u.

b. Any use that exists as of the effective date of this Regulation may connect to the water main with a service connection(s) properly sized to serve only that use.
c. New uses that are permitted in the underlying zone may connect to the water main upon receipt of a Zoning Permit.
d. New residential developments requiring subdivision approval shall be limited to the number of units allowed in the underlying zone either through conventional design or cluster design pursuant to the Mansfield Subdivision Regulations. While the overall number of units shall be limited to what could have been developed without access to a public water system, the Commission may authorize alternative minimum lot size, frontage and setback requirements by Special Permit to preserve a greater amount of open space.
e. The Commission may approve a Special Permit to allow higher density development to occur on a portion of a property while preserving the remainder of the property as open space provided the overall density of development on the entire property is not greater than what can be achieved in the underlying zone. The Commission may require a density analysis that gives consideration to such features as wetlands and water courses, steep slopes, soil conditions, and access to determine the development potential of the property in the underlying zone.

5. Easements and Water Main Extensions. Extension of water service to properties located outside of the Water Pipeline Overlay Zone through an easement or right-of-way on property located within the Water Pipeline Overlay Zone shall be permitted only in those instances where there is not a source of potable water.

DRAFT-POTENTIAL WATER PIPELINE OVERLAY ZONE LOCATIONS

APRIL 28, 2016



- Water Pipeline Overlay Zone (W)
- Residence 20 Zone (R-20)
- Residence 90 Zone (R-90)
- Rural Agricultural Residence 90 Zone (RAR-90)
- Design Multiple Residence Zone (DMR)
- Pleasant Valley Residence/Agriculture Zone (PVRA)
- Pleasant Valley Commercial/Agriculture Zone (PVCA)
- Planned Business 1 Zone (PB-1)
- Planned Business 2 Zone (PB-2)
- Planned Business 3 Zone (PB-3)
- Planned Business 4 Zone (PB-4)
- Planned Business 5 Zone (PB-5)
- Neighborhood Business 1 Zone (NB-1)
- Neighborhood Business 2 Zone (NB-2)
- Professional Office 1 Zone (PO-1)
- Storrs Center Special Design District (SC-DD)
- Research and Development Limited Industrial Zone (RD/LI)
- Flood Hazard Zone (FH)
- Institutional Zone (I)
- Business Zone (B)

TOWN OF MANSFIELD
DEPARTMENT OF PLANNING AND DEVELOPMENT

LINDA M. PAINTER, AICP, DIRECTOR

Memo to: Mansfield Planning and Zoning Commission

From: Linda M. Painter, AICP, Director of Planning and Development

Date: **Tuesday, May 10, 2016**

Subject: Zoning Permit Review
Storrs Center: Trail Access
File 1246-22

In 2007, the Planning and Zoning Commission (PZC) unanimously approved the Storrs Center Special Design District (SC-SDD) zone and associated Zoning Regulations establishing a specific review and approval process for all development tin the SC-SDD. The approved zoning permit review and approval process is designed to ensure compliance with all applicable zoning approval criteria including a determination by the Director of Planning and Development that the proposed development is "reasonably consistent" with the PZC approved preliminary master plan mapping, the Storrs Center Design Guidelines, the master parking study, the master traffic study and the master drainage study. The Zoning Regulations define "reasonably consistent" as "some variation or deviation from specific provisions is acceptable, provided that the overall intent of the provision is achieved with respect to health, safety, environmental and other land use considerations."

Although the SC-SDD Zoning Permit review process is administrative, provisions are included for public participation. A public hearing conducted by the Mansfield Downtown Partnership, Inc., Mansfield's officially designated Municipal Development Authority for the Storrs Center project, is required and all public comments will be considered before a decision is made on a zoning permit application. Furthermore, all zoning permits in the SC-SDD will be thoroughly reviewed by Mansfield staff members and it will be confirmed that submitted plans remain acceptable to the State and Federal review agencies, including the State Department of Environmental Protection, the Office of State Traffic Administration and the Army Corp of Engineers.

A Zoning Permit Application for construction of a trail access path and associated site work was submitted on May 3, 2016. The Downtown Partnership has scheduled a public hearing on this Zoning Permit Application on Thursday, June 2 at 5:30 p.m. in the Nash-Zimmer Transportation Center, First Floor, 23 Royce Circle. Following completion of the public hearing process, the Mansfield Downtown Partnership will forward comments and a recommendation for my consideration. This recommendation must be provided within 10 days of the close of the public hearing. I have 20 days from the deadline for the Partnership to submit comments to complete my review and render a decision.

The Trail Access plans are available for review on-line at http://www.mansfieldct.gov/scplanningdocs.

Department of Planning and Development

Date: May 12, 2016

To: Planning and Zoning Commission

From: Linda M. Painter, AICP, Director

Subject: Pre-Application Review Request-The Lodges at Storrs
West Side of Hunting Lodge Road between North Eagleville Road and Carriage House Drive
Parcel ID 15.21.3

Storrs Lodges LLC has requested a pre-application review pursuant to Section 7-159b, C.G.S., and the pre-application review process adopted by the Commission on a pilot basis on May 19, 2014. A copy of the policy is attached for your information along with the application form submitted by the applicant. Additional pre-application materials as noted on the form will be provided to the Commission on Monday, May 16th.

The applicant is requesting that the pre-application review be scheduled for the evening of June 6th, which is the same evening that an IWA public hearing is scheduled for the project.

Pre-Application Process

Pre-application reviews are to be conducted in accordance with the following policies adopted by the Commission:

- Reviews will be strictly limited to 30 minutes. Proposed Applicants shall keep their presentations brief to allow sufficient time for Commission discussion.
- The Commission Chair will introduce the item and note the following for the record: "Such pre-application review and any results or information obtained from it may not be appealed under any provision of the general statutes by any person or entity, and shall not be binding on the applicant or any authority, commission, department, agency or other official having jurisdiction to review the proposed project."
- Reviews are part of the public meeting and shall be open to the public for observation only. No public comment will be taken. The public will have the opportunity to comment during the public hearing process after the filing of a formal application.
- Commission members may offer comments on the proposed application, but are not required to do so. Any comment of a Commissioner is the opinion of that Commissioner and shall not be interpreted as the consensus of the Commission nor shall any comment of any Commissioner bind the Commission or that Commissioner's vote on formal application.
- Commissioners may offer comments which are contradictory to each other. Any interpretation of Commission comments is the responsibility of the proposed applicant.
- This is a non-binding process from which there is no appeal.

Date Received: _____

Planning and Zoning Commission

Request for Pre-Application Review

Form Revised October 2015

As authorized by Sec. 7-159b, C.G.S., the Mansfield Planning and Zoning Commission has adopted policies and procedures for conducting pre-application reviews on a pilot basis. Any applicant proposing a commercial, mixed-use or multi-family residential project may request a pre-application review with the Commission; however, the process is specifically intended for projects that have the potential to impact the character of the surrounding area due to their size and complexity. The decision to accept a proposal for pre-application review is solely at the discretion of the Director of Planning and Development; this decision is final and may not be appealed.

Applicants interested in having a pre-application review with the Commission must submit the information required on this form to the Department of Planning and Development at least one week in advance of the meeting at which you would like to have your review. Please note that the actual date and time of the pre-application review will be scheduled at the convenience of the Commission and may not be the date requested.

A. Project Location

(Property Address or Tax Parcel ID Number)

MAP 15, BLOCK 21, LOT 3

B. Project Name

Lodges at Storrs

C. Applicant Information

Name(s): STORRS LODGES LLC

Mailing/Street Address: 30 DORSET CROSSING, SUITE 600

City/Town: Sunsbury State CT. Zip Code 06070

Telephone: 860-217-1700 Email Address: tony@thekeystonecompanies.com

D. Project Information

Please submit the following information with your request for pre-application review:

- Completed Form (15 copies)
- Location Map (15 copies)
- Written summary of the project (15 copies)
- Preliminary site plan (1 full size copy and 15 reduced size copies no larger than 11" by 17")
- Any other drawings or plans that may be helpful in understanding the proposed project.

The Director of Planning and Development may request additional information as needed to determine whether to schedule a pre-application review with the Commission.

E. Applicant Certification

I hereby acknowledge that the pre-application review, if accepted, is being held at my request in accordance with Sec. 7-159b, C.G.S. and that any comments, thoughts, ideas or opinions provided by staff or Commission members are non-binding in all respects. Specifically, Sec. 7-159b, C.G.S notes: "Such preapplication review and any results or information obtained from it may not be appealed under any provision of the general statutes, and shall not be binding on the applicant or any authority, commission, department, agency or other official having jurisdiction to review the proposed project."

Anthony Theory — May 12, 2016

Applicant Signature — Date

Pre-Application Policies and Procedures

Mansfield Planning and Zoning Commission ▪ Adopted May19, 2014

C.G.S. Sec. 7-159b▪ Preapplication review of use of property.

Notwithstanding any other provision of the general statutes, prior to the submission of an application for use of property under chapters 124, 126, 440 and 541 or any other provision of the general statutes authorizing an authority, commission, department or agency of a municipality to issue a permit or approval for use of such property, such authority, commission, department or agency or authorized agent thereof may separately, jointly, or in any combination, conduct a preapplication review of a proposed project with the applicant at the applicant's request. Such preapplication review and any results or information obtained from it may not be appealed under any provision of the general statutes, and shall not be binding on the applicant or any authority, commission, department, agency or other official having jurisdiction to review the proposed project.

The following policies and procedures for a proposed Applicant's pre-application meeting with the Mansfield Planning and Zoning Commission is adopted on a pilot basis. The PZC reserves the right to revise and/or eliminate any or all of these policies and procedures at any time. These policies and procedures may also be adopted and/or amended for use by the Mansfield Inland Wetlands Agency. If these policies and procedures are adopted by the IWA, a pre-application meeting may be held for those proposed applications which will be subject to the Mansfield Wetlands and Watercourses Regulations. The Commission and Agency reserve the right to conduct a joint pre-application meeting.

Purpose of Pre-Application Review

- To provide an opportunity for proposed Applicants to present preliminary plans for site development, special permit, commercial, multi-family or mixed-use projects to the Commission for the purpose of receiving Commission comment on potential applications;
- To attempt to reduce an Applicant's expense and staff time by anticipating significant changes to proposed applications before formal filing; and
- To allow for more efficient and concise presentations at public hearings.

Pre-Application Procedures

Eligible Projects

Any proposed Applicant of a commercial, mixed use or multi-family residential project subject to public hearing may request a pre-application review. This process is intended for projects that have the potential to impact the character of the surrounding area due to their size and complexity. The process is not intended to be used for small-scale infill projects where minimal impacts are anticipated.

Filing Request for Pre-Application Review

Any request for a pre-application review shall be filed with the Director of Planning and Development on the form provided. The form will provide that a proposed Applicant sign an acknowledgment that this procedure is a non-binding process from which there is no appeal. The pre-application review request shall include a written summary of the project and a preliminary site plan. Additional information may be requested by the Director to assist in the determination as to whether the application for a review should be accepted.

The decision to accept a proposal for pre-application review is solely at the discretion of the Director. The Director's decision shall be final.

Pre-Application Review

- A pre-application review will be placed on the Commission's Agenda under New Business at a date and time solely at the convenience of the Commission.
- Reviews will be strictly limited to 30 minutes. Proposed Applicants shall keep their presentations brief to allow sufficient time for Commission discussion.
- Pre-Application Reviews will be noted on the meeting Agenda as follows:
  Proposed Project Name, Address/Location, applicant name
  The Commission will conduct a non-binding pre-application review of the above listed project.
- The Commission Chair will introduce the item and note the following for the record: "Such pre-application review and any results or information obtained from it may not be appealed under any provision of the general statutes by any person or entity, and shall not be binding on the applicant or any authority, commission, department, agency or other official having jurisdiction to review the proposed project."
- Reviews are part of the public meeting and shall be open to the public for observation only. No public comment will be taken. The public will have the opportunity to comment during the public hearing process after the filing of a formal application.
- Any materials supplementing the original materials submitted with the application for a pre-application review shall be submitted to the Director on or before seven days from the scheduled review. (One full size set and 15 reduced size sets).
- Commission members may offer comments on the proposed application, but are not required to do so. Any comment of a Commissioner is the opinion of that Commissioner and shall not be interpreted as the consensus of the Commission nor shall any comment of any Commissioner bind the Commission or that Commissioner's vote on formal application.
- Commissioners may offer comments which are contradictory to each other. Any interpretation of Commission comments is the responsibility of the proposed applicant.
- This is a non-binding process from which there is no appeal.

Town of Mansfield

Department of Planning and Development

Date:	May 11, 2016
To:	Planning and Zoning Commission
From:	Linda M. Painter, AICP, Director of Planning and Development
Subject:	Director's Report

If there are any other items or questions, I will address them at the May 16th meeting.

Economic Development

- *Mansfield Business of the Year.* The Mansfield Drive-In Theatre and Marketplace was named Mansfield's business of the year at the Windham Chamber's annual awards dinner on April 25, 2016.

Housing

- *Ad Hoc Committee on Rental Housing Regulation and Enforcement.* The next meeting of the Ad Hoc committee is scheduled for **May 25th at 5:30 p.m. at the Buchanan Center**. Commission members are welcome to attend and participate in discussion.

Infrastructure

- *Local Transportation Capital Improvement Program (LOTCIP).* CRCOG has included the South Eagleville Road sidewalk connection in its list of approved projects for funding. The next step will be for the Town to work with CRCOG to finalize the application to CTDOT to obtain a funding commitment.

- *Eastern Gateways Study.* The website for the corridor study of Routes 195 and 44 is now active; go to www.cteasterngateways.com for more information.

Spring 2016

CONNECTICUT PLANNING

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Making Great Communities Happen

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Don't miss CCAPA's Spring Social, May 25!

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Click on the names above to send email, or visit our website for additional contact information.

PRESIDENT'S MESSAGE

The past several months have been busy ones for the leadership of CCAPA. We welcomed two new board members to our group and all have hit the ground running in true planner fashion.

Leading up to the 2016 legislative session, the CCAPA Board appointed two new members as Co-Chairs of the Government Relations Committee. John P. Guszkowski, AICP, LEED-AP, ENV-SP is the Director of Planning & Real Estate Development at CME Engineering. John has been a long-standing member of the CCAPA Government Relations Committee and has already shown great expertise in working with our committee, CCAPA's lobbying team and legislative leadership to advocate for planning and planning professionals across our state.

Joining John in the leadership of the CCAPA Government Relations Committee is Co-Chair Amanda Kennedy, AICP. Amanda is the Director of Special Projects for the Southeastern Connecticut Council of Governments. As former Connecticut Director of the Regional Plan Association, Amanda gained tremendous experience in policy matters relating to transportation planning and the built and natural environment. Having spent a vast amount of time working with legislators and partners at the Capitol advocating for good planning, Amanda brings a great perspective and level of experience to the work of the Government Relations Committee of CCAPA.

It's hard to believe that my time as President of CCAPA is drawing near its close — it has been a truly rewarding and humbling experience working with the planners and planning professionals of Connecticut. We have some of the most talented, dedicated and hard-working planners in the world right here in this state and I am continually reminded how lucky I am to be here doing this work. There is a lot on the horizon for the next several months. Most importantly for members, please consider attending this year's Hot Topics in Land Use Law event where we will feature our semi-annual Chapter Meeting. Come and learn about our progress in the last several months as well as what's in store for the future of the Chapter.

(continued next page)

Cover photo: Adam Barhan/Flickr

CONNECTICUT PLANNING

is published quarterly by the Connecticut Chapter of the American Planning Association. Contributions are encouraged. Submissions must include the name and contact information of the contributor. Material may be edited to conform to space or style requirements. Please address submissions to Executive Editor Rebecca Augur, AICP (contact information below).

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PRESIDENT'S MESSAGE, cont'd

As always, please do not hesitate to be in touch with me should you have any thoughts, questions or suggestions for the Chapter! My inbox welcomes your emails, my voicemail welcomes your messages and my door welcomes your feet if you find yourself in Hartford!

Happy Planning!

— Emily Hultquist, AICP

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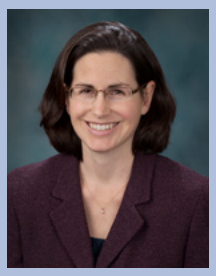
FROM THE EDITOR



Family lore has it that my Irish grandmother kept the books for her rum-running brothers' profitable Prohibition Era New Haven business. The business spawned a tavern opened in 1934 that the family still runs today.

In today's world, microbreweries are coveted for their ability to attract millennials and others by municipalities seeking revitalization and development. And, medical marijuana facilities are still sparking debates in communities across the state. We hope you enjoy some food for thought on the often difficult intersection of social mores and land use decisions.

As always, I welcome issue theme and article suggestions. Cheers!

— Rebecca Augur

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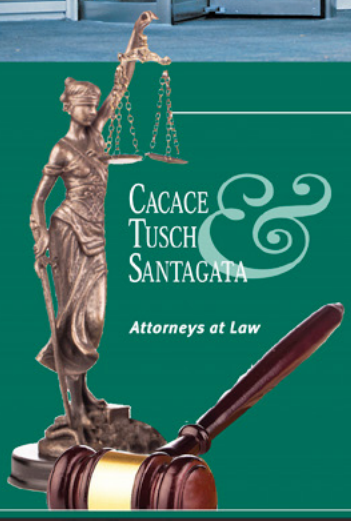

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This article originally ran in the New Haven Register *on April 5, 2016, and is reprinted with permission.*

Milford Planning and Zoning Board Approves Medical Marijuana Dispensary

by Pam McLoughlin, New Haven Register

The Planning and Zoning Board on April 5 approved a controversial medical marijuana dispensary at 255 West River Street, even as the debate continued on making local zoning laws for medical marijuana facilities more restrictive.

Arrow Alternative Care #2, which also owns a dispensary in Hartford that has received acclaim from the state, won site plan approval after some members of the PZB tried to derail the approval on technicalities.

Angelo DeFazio, a pharmacist who owns Arrow, said after the vote that he looks forward to "bringing care" to people who are sick, some with debilitating illnesses. A building permit is still needed before the facility can open, which DeFazio said he hopes will be as soon as possible.

DeFazio's team — attorney Danielle M. Bercury, landscape architect Jeff Gordon and Greg Grew, an architect, licensed building official and building code consultant, essentially argued a site plan review shouldn't be required because there were no alterations to the structure of the building since it originally was approved "38 years ago," Gordon said, except to bring parking spaces up to code. The building previously was used for a medical practice.

Residents of the West River Street neighborhood, who have launched a strong campaign against the facility, packed the City Hall auditorium.

Following the vote, resident Gail Haas, who lives four doors down from the planned facility, said neighbors "hope our worst fears don't come true," as the

(*continued on page 5*)

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Medical Marijuana Dispensary cont'd

program grows "exponentially."

"It's disappointing," she said of the vote. "I feel someplace, somewhere, someone dropped the ball and we're paying for it.'

Of 17 medical marijuana facilities proposed in the state, nine were from Milford and all nine were approved by the local zoning enforcement officer, according to documents obtained by the *Register*.

Four were applications for the same address, different applicants, but overall, the city issued zoning compliance letters for potential facilities at 582 Boston Post Road; 972 Boston Post Road; 884 Boston Post Road, 1000 Bridgeport Avenue, 255 West River Street, also chosen by the state and the object of neighborhood opposition. A site at 318 New Haven Avenue — approved by the state as a facility — was issued compliance from the city four times to four different applicants.

Milford's non-restrictive zoning laws regarding medical marijuana facilities were re-examined by the PZB Tuesday night, based on proposals to make the laws more restrictive by Milford Prevention Council and the city.

Mayor Ben Blake last week even tried to use what he thought was a state statute that would put the kibosh on the West River Street facility, but according to the state, Blake, a lawyer, got the actual statute wrong and was looking at a draft regulation that was never passed.

Final approval of another facility approved by the state at 318 New Haven Avenue could be affected by the proposed changes, as one would prohibit dispensaries on New Haven Avenue.

DeFazio, speaking on behalf of his facility, said there are many misconceptions about the program. He said Connecticut is the envy of the nation because it has such a strong "gatekeeping" system.

He said in Connecticut, physicians certify a patient with a debilitating disease after knowing them well and after more traditional treatments have been tried. He said medical marijuana is "very controlled," with a health care

(*continued on page 6*)

Dank Depot/Flickr

Of 17 medical marijuana facilities proposed in the state, nine were from Milford and all nine were approved by the local zoning enforcement officer.

"Fuhgeddaboudit" is
1) something a New Yorker says,
2) what you say when people ask for a ton of money for a simple traffic study.

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Medical Marijuana Dispensary cont'd

professional on board "every step of the way." DeFazio said he'll employee six people, including two pharmacists and four pharmacy technicians.

The current zoning laws in Milford regarding medical marijuana dispensaries are considered to be among the least restrictive in the state, allowing them in commercial zones with few conditions.

It just so happened, however, the medical marijuana dispensary at 255 West River Street is located adjacent to a residential neighborhood where, aside from many homes, there are a school, church and daycare nearby.

Residents of that neighborhood have said they are concerned the facility will increase traffic, crime and violence "related to robberies surrounding dispensaries," as well as soften the "attitude toward medical marijuana, putting children at risk," and bring an increased presence of "irresponsible individuals" to the neighborhood, near schools and around children.

Following the vote, when the public hearing began on the proposed changes to zoning rules, PZB member John L. Grant noted the changes amount to having no site in Milford that could have a production or dispensary facility and noted Guilford banned the facilities all together.

Attorney Kevin Curseaden, who represents Milford Prevention Council, urged the PZB to take the proposed regulation changes to committee and take their time to consider everything. He said the current regulations are "minimalist" in nature and "too vague."

One board member raised the issue of technicality in holding the public hearing less than 35 days after the proposal was made, as required.

Another board member, Edward D. Mead, asked why there wasn't all the concern when the board created the regulations in 2014. He said only a few spoke at that public hearing.

State Rep. Pam Staneski, R-119, who is for some changes, urged the board not to look at the proposed new regulations in a "reactive" way, but rather to "think to the future."

Some of the proposed changes to local zoning laws included in Tuesday's public hearing included requiring a 1,000-foot separation between a facility and a residential neighborhood and from a school and other buildings, Griffith said.

The changes also propose to remove from the regulations a permitted use in the Corridor Design Development District 4 — or on New Haven Avenue, where Southern CT Wellness and Healing LLC has been approved by the state to operate a dispensary.

The city's Zoning Enforcement Officer signed off on the Arrow Alternative Care #2 facility February 23, a day after the application was submitted, and later that day, department chief Joe Griffith rescinded the approval, claiming the facility is subject to site approval like any other application.

Officials at the state's Department of Consumer Protection, which oversees the medical marijuana facilities, has commending DeFazio's management of the Hartford facility. DeFazio said there will be extensive security at the Milford facility, as required by the state.

Some of the proposed changes to local zoning laws included in Tuesday's public hearing included requiring a 1,000-foot separation between a facility and a residential neighborhood and from a school and other buildings

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Crafting Regulations for Connecticut's Bourgeoning Brewing Industry

by Patrick Gallagher, Planner I, Milone and MacBroom, Inc.

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Over the last decade, the craft brewing movement has exploded across Connecticut. The State is home to at least 30 breweries in at least 23 municipalities with new breweries opening each year. Craft brewing has many benefits to communities including bolstering tourism, creating local jobs, and fostering a sense of place. Like the concept of terroir in the wine industry, craft beer is a unique manifestation of the location where it is brewed, whether it's using locally sourced ingredients or naming their beer after local people or events. However, with the craft brewing scene still in its infancy, many municipal zoning codes are silent when it comes to regulating them. As of March 2016, just 20 percent of Connecticut municipalities had language in their zoning regulations pertaining to breweries.

The Craft Brewery Land Use Debate

At the crux of the debate over the regulation of craft breweries is their multi-use character. Most breweries contain both production (brewing, bottling, distribution) and commercial (tasting rooms, tours, food service) uses within the same building, making it a challenge to discern whether they are most appropriate in commercial or industrial zones. The industrial brewing process requires large buildings, access to public water and sanitary sewer, and high-amperage electrical service; features most commonly found in industrial zones. Similarly, the byprod-

(continued on page 8)

As of March 2016, just 20 percent of Connecticut municipalities had language in their zoning regulations pertaining to breweries.

Most breweries contain both production (brewing, bottling, distribution) and commercial (tasting rooms, tours, food service) uses within the same building, making it a challenge to discern whether they are most appropriate in commercial or industrial zones.

Regulations for Brewing Industry cont'd

ucts of craft brewing such as truck traffic and large-scale waste generation are closely aligned with other light industrial uses. However breweries large and small rely on accessory commercial uses such as tasting rooms, tours, food service, and social events. For many breweries, selling their products directly to consumers is not only profitable, but an essential revenue stream that is needed in order for them to prevail and grow. While industrial zones are suitable for the production side of brewing, they are not the most appealing locations for customers. In fact, some industrial zones may even prohibit the accessory commercial uses that breweries rely on! How have Connecticut municipalities responded? The Connecticut General Statutes help provide a framework

State Regulation of Breweries

The Liquor Control Division of the Connecticut Department of Consumer Protection is responsible for issuing state-level permits for commercial brewing. Local zoning approval is required before the state issues permits. It is important that municipal regulations correspond with limits set for in the state regulations. Breweries are governed by Connecticut General Statutes Chapter 545 Section 30-16. Unlike most states, the Connecticut permitting process does not distinguish small breweries from larger breweries. Rather, the State distinguishes between manufacturers and brew pubs as described below:

Manufacturer Permit for Beer — this permit allows for the manufacture, storage, bottling, and distribution of beer. The permit also allows manufacturers to give tours of their facilities, offer tastings, and sell their products to the public. State statutes limit tasting hours from 10 a.m. to 8 p.m. on Monday through Saturday and 11 a.m. to 8 p.m. on Sundays.

Manufacturer Permit for Brew Pub — this permit allows for the manufacture,

(continued next page)

storage, and bottling of beer. The retail sale of beer to be consumed on site is permitted, with or without the sale of food. Permittees may also conduct retail sales to consumers for off-site consumption, and may sell their products to wholesalers so long as they produce at least five thousand gallons of beer on the premises annually.

Manufacturer Permit for Beer and Brew Pub — this permit entitles the grantee to the rights of both Manufacturer Permit for Beer and the Manufacturer Permit for Brew Pub.

Local Regulation of Breweries

So long as the language is within the limits defined by State statutes, local regulations provide additional controls over the nature and locations of brewing activities. In most cases, zoning modifications are added as a result of a brewery application. Of the 30 municipalities that currently mention breweries in their zoning regulations, they are generally classified into one of four categories. While not all definitions or regulations are identical, the summary below is intended to provide a general guide to municipalities and provide resources:

Brewery — The term brewery is the most general term used in zoning regulations and applies to facilities that manufacture beer. In municipalities such as Stamford and Bridgeport, the term applies to all beer manufacturers. In municipalities with more detailed regulations, breweries correspond to any producer that is not classified as a microbrewery or brew pub (i.e., large breweries). Because they imply larger size, breweries are more likely to be limited to industrial zones.

Examples: Brookfield, Stamford, Bridgeport, Ellington, Manchester, North Haven, Stonington, Stamford, Stratford, and Union

Microbrewery — Unlike most states, Connecticut does not have a separate permitting process for large and small

(*continued next page*)

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Unlike most states, Connecticut does not have a separate permitting process for large and small breweries. Therefore the definition of a microbrewery is at the discretion of the municipality.

Regulations for Brewing Industry cont'd

breweries. Therefore the definition of a microbrewery is at the discretion of the municipality. New London allows microbreweries to produce up to 60,000 barrels per year while Litchfield, South Windsor, Haddam, and Bristol permit microbreweries to produce up to 15,000 barrels per year, and Union up to 5,000 barrels. Due to their small production capabilities, microbreweries are less-strictly regulated than "breweries" and are more likely to be permitted in commercial zones.

Examples: Brookfield, Bristol, Groton (City), Haddam, Litchfield, New London, South Windsor, Union

Brew Pub — Brew Pubs are restaurants that operate in conjunction with a brewery. Most towns regulate brew pubs similarly to restaurants or other hospitality uses. To distinguish brew pubs from microbreweries, municipalities frequently add on-site sale requirements. Litchfield

Allagash Brewing/Flickr

requires that brew pubs serve at least 40% of their beer on site, while South Windsor requires at least 25%.

Examples: Brookfield, Bristol, East Lyme, Ellington, Essex, Granby, Haddam, Litchfield, Manchester, Monroe, New London, North Stonington, Norwalk, Putnam, Redding, Stratford, Windham, Windsor, Windsor Locks

Farm Brewery — Farm Breweries are small breweries that are accessory agricultural uses. Like other "agritainment" uses, pose a regulatory challenge since they are located in agricultural and low-density residential areas. Their agricultural locations also limit their brewing capacities, as they frequently do not have access to public water and sanitary sewer service that is needed to support large-batch brewing.

Example Regulations: East Hampton, Kent, North Stonington, Salem

As breweries are increasingly part of local economic development or revitalization strategies, the time is ripe for more communities in the State to consider implementing zoning regulations addressing these unique uses.

Patrick Gallagher is a planner and craft beer enthusiast from West Hartford, CT. When he's not working he enjoys traveling and sampling local brews wherever he goes. His favorite craft beer destination: Portland, OR.

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Connecticut's Green Plan 2016-2020 — Draft Available for Comment

by Jamie Sydoriak, DEEP Property Agent

Connecticut's natural environments provide a seemingly endless list of ecosystem services to people, adding immeasurably to the quality of life of its residents. For example, large blocks of shady forest provide not only critical habitat for species like the wood thrush and brook trout, but also places for people to hike, bird watch, or otherwise explore. Intact coastal and inland wetlands are some of the most biodiverse habitats, while also trapping sediments and filtering surface runoff pollutants from entering nearby waterways and drinking water sources.

However, not all undeveloped land is protected open space; some of it may eventually be developed. A study by the Center for Land Use Education and Research found that from 1985 to 2010, the state lost over 115,000 acres of forested land and nearly 40,000 acres of agricultural fields to development and related land covers associated with commercial, industrial, and residential uses. Within only 25 years, the state forever lost lands that once contributed to environmental quality and invaluable services for residents.

There is an urgent need to develop a state-wide plan to assist all of Connecticut's conservation partners on protecting high-value conservation lands. Moreover, climate change continues to threaten the integrity of many natural resources. Key lands and waters must be protected now if we wish to leave our future generations with the diverse habitats, clean air and water, and outdoor recreation opportunities we benefit from today.

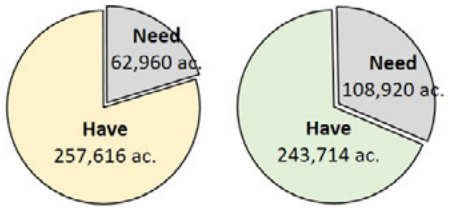
The Connecticut Comprehensive Open Space Acquisition Strategy (Green Plan) is a planning document that intends to be a guide for land acquisition that will meet the state's open space protection goal. State Statute sets a goal of conserving 21%, or 673,210 acres, of Connecticut's land base as open space by year 2023. Ten percent of this open space is to be held by the State, while the remaining 11% is to be held by the State's conservation Partners: municipalities, land trusts, and water companies.

The Department of Energy and Environmental Protection (DEEP) is updating the Green Plan and prioritizing actions for DEEP and its Partners through 2020 to best achieve the State's open space acquisition goals. Among other plan components, an action strategy with priorities and targeted acreages is proposed for acquiring specific lands identified as capable of providing certain services, for example safe and clean waters, buffers to climate change, and recreational trails.

In order to develop a document that will be the highest value for the State of Connecticut, municipalities, land conservation organizations and planning commissions, and the public, DEEP needs to hear from all stakeholders. DEEP is seeking comments on the draft 2016-2020 Green Plan from members of Connecticut's land planning community.

Help DEEP improve your open space plan by checking out the complete draft Green Plan, a summary brochure, and additional information that can be found at DEEP's open space webpage. A public comment period is currently open until June 1, 2016. Questions and comments can be emailed to Jamie Sydoriak, DEEP Property Agent, at jamie.sydoriak@ct.gov or by calling (860) 424-3143.

Estimated Open Space Ownership as of 2015



Left chart is DEEP-held Open Space, right chart is Partner-held Open Space

Among other plan components, an action strategy with priorities and targeted acreages is proposed for acquiring specific lands identified as capable of providing certain services, for example safe and clean waters, buffers to climate change, and recreational trails.

Statewide Land Aquisition Priorities

a. Natural Waters and Drinking Water Resources
b. Areas Significant to the Coast
c. Natural Heritage Resources
d. Natural Resource-based Outdoor Recreation

CCAPA FY 2016 Budget

Approved September 2015; Amended February 26, 2016

Revenue			
4000	Dues Revenue (AICP & APA Rebate)	$	25,200.00
4100	Conference and Workshop Registration Revenue		20,000.00
4200	Grants Received and Contracts Revenue		50,817.00
4500	Advertising Revenue		9,000.00
4700	Investment Revenue — Interest		15.00
4900	Other Revenue (Transfer from Reserves)		12,182.00
	Total Revenue	**$**	**117,214.00**
Expenses			
7000	Professional Fees —Management (Website)	$	2,000.00
7010	Professional Fees — Management (Newsletter)		12,600.00
7020	Professional Fees — Consulting (Legislative Monitoring)		9,000.00
7030	Professional Fees — Consulting (Accountant)		2,500.00
7040	Professional Fees — Consulting (Other)		1,500.00
7211	Insurance — Other		1,500.00
7230	Supplies — Office Admin		75.00
7232	Supplies — Books & Resources (AICP Materials)		200.00
7233	Supplies — Other (Awards, Chap Promo Items)		800.00
7240	Telecommunications and E-cost		1,500.00
7250	Photocopying and Duplicating Cost		20.00
7251	Postage, Handling and Freight		150.00
7252	Printing Cost		250.00
7260	Travel — Lodging		5,200.00
7261	Travel — Food		1,900.00
7262	Travel — Transportation		3,000.00
7263	Travel — Other		2,935.00
7280	Admin — Bank Fees		50.00
7300	Advertising		500.00
7400	Sponsorships Paid		150.00
7410	Grants Paid (Scholarships)		3,500.00
7600	Mtgs Exp — Meal & Beverage Service		8,500.00
7610	Mtgs Exp — Equipment Rental		300.00
7620	Mtgs Exp — Facilities Rental		4,500.00
7630	Mtgs Exp — Transportation		500.00
7640	Mtgs Exp — Honorarium/Speaker Fees		3,500.00
7900	Other Expenses (CM fees)		2,600.00
7910	CDC/APA Grant Payment		47,984.00
	Total Expenses	**$**	**117,214.00**

UGA College of Ag & Environmental Sciences and Tim Caynes/Flickr

Five Tips for Planners and Planning Commissioners Reviewing Religious Land Use Applications

by Attorneys Evan J. Seeman and Brian R. Smith, Robinson & Cole

Few things are more personal than private property rights and religion. Combining the two is a recipe for a volatile situation. This is especially true in religious land use disputes with applicants, opponents, and agency officials often taking hard line stances unwilling to compromise. A federal statute known as the Religious Land Use & Institutionalized Persons Act, 42 U.S.C. § 2000cc (RLUIPA), provides certain protections for religious land use applicants. Municipalities have much more to lose than just the divisive nature that these disputes have on communities. Municipalities that are found to violate RLUIPA may have to pay the legal fees of the prevailing religious land use applicant (in addition to their own fees). As fees can quickly mount in these cases, there is significant risk to municipalities — an RLUIPA loss can mean having to pay hundreds of thousands, if not millions, of dollars to the religious applicant's lawyers. This all in addition to the damage that an RLUIPA loss can have on comprehensive plans for development (think the example of the "mega" church).

We recently experienced the force of RLUIPA in representing The St. Joseph's Polish Roman Catholic Congregation (Church) and St. Vincent de Paul Place, Norwich, Inc. (St. Vincent) in their battle with the City of Norwich, Connecticut. St. Vincent is a ministry of the Church that provides charitable services to the poor and needy in the name of religion, including through its operation of a soup kitchen and food pantry. The controversy began in the summer of 2012 when St. Vincent's former landlord informed it that the space it had been leasing in downtown Norwich was in need of serious renovation, and that St. Vincent would be forced to vacate the premises. With nowhere else to go and hundreds of mouths to feed, St. Vincent obtained temporary (6-month) approval from the City to operate from a building owned by the Church that had previously been used as a parochial school. The new location — about a third of a mile from the former location — was in a residential neighborhood and housed several of St. Vincent's patrons.

(*continued on page 16*)

After months of debate, the Commission denied the application, finding that the effect on the neighborhood would be too great. St. Vincent and the Church sued in federal court, alleging violations of RLUIPA, the state and federal constitutions, and Conn. Gen. Stat. § 8-8.

Religious Land Use Applications cont'd

During the next six months, St. Vincent searched for other properties where it could potentially move, but was unsuccessful for a host of reasons. Potential sites were either too expensive or too far removed from the population that St. Vincent serves. We assisted St. Vincent in applying for a special permit to continue to operate from the former school building. The public hearing was emotionally charged with much at stake for St. Vincent — an unfavorable decision would force it to close its doors since it had nowhere else to go. The City was faced with a difficult decision. On the one hand, St. Vincent sought to exercise freely its religion. Clergy members addressed Norwich's Commission on the City Plan to explain the religious nature of St. Vincent's activities. St. Vincent patrons who rely on the services described the need for the soup kitchen, giving personal accounts of the importance of the kitchen to their lives. On the other hand, there was fierce opposition from neighborhood residents who raised a host of NIMBY concerns in an effort to force St. Vincent to relocate.

After months of debate, the Commission denied the application, finding that the effect on the neighborhood would be too great. St. Vincent and the Church sued in federal court, alleging violations of RLUIPA, the state and federal constitutions, and Conn. Gen. Stat. § 8-8. They filed two more federal suits after the City's Zoning Board of Appeals (ZBA) upheld notices of violation and denied St. Vincent's and the Church's application for a use variance to operate from the school building. These local hearings were fraught with even more emotion than the special permit review, with accusations of the ZBA members pre-determining the outcome, various assertions of bad behavior all around, and some members of the public and the ZBA either believing the application was for a homeless shelter or would lead to one.

To the City's credit, it retained special counsel who (after three years of litigation) helped it to negotiate a settlement

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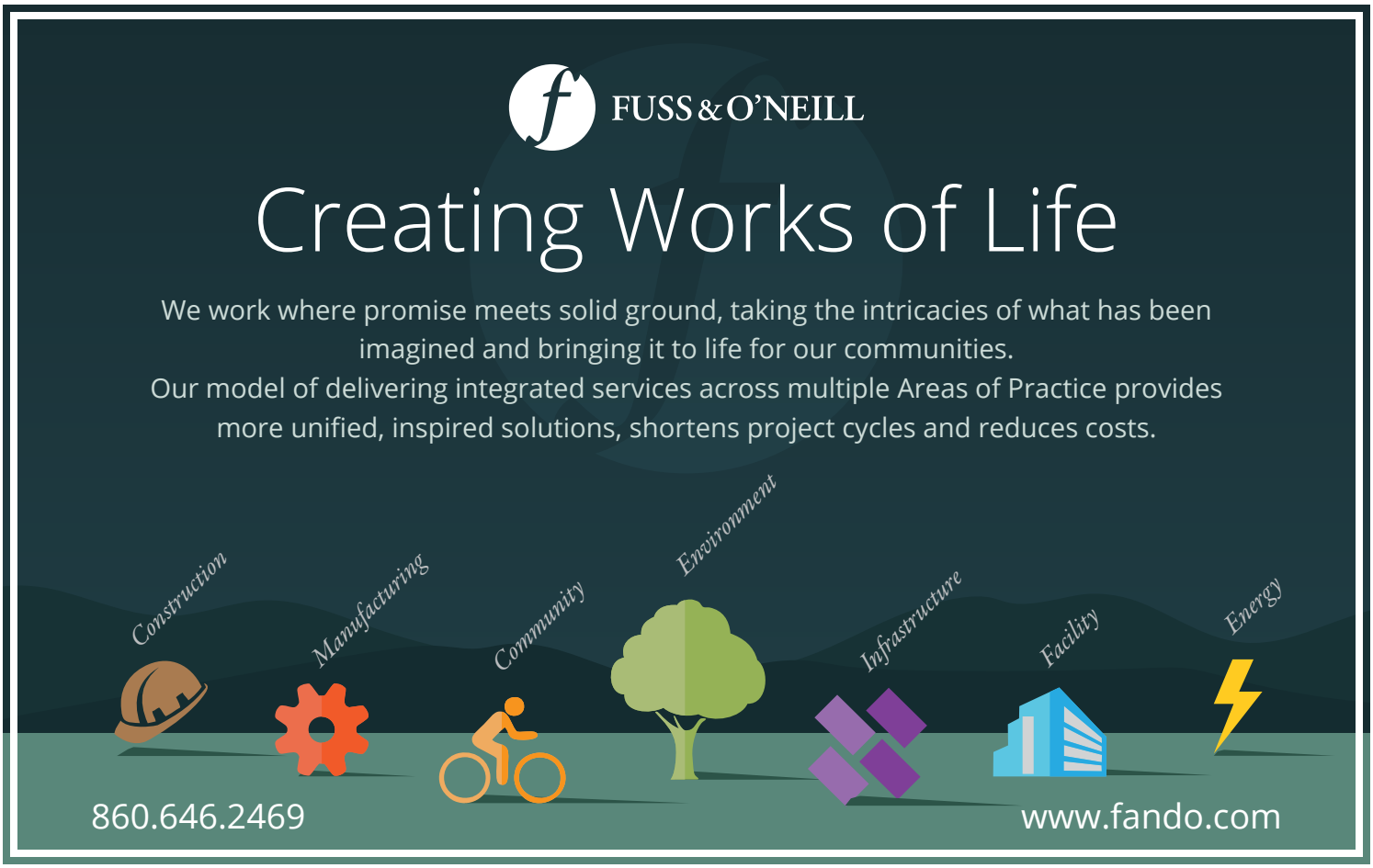

with St. Vincent and the Church that will allow St. Vincent to continue to remain at the Church property. As was apparent during the public hearing sessions in Norwich, some agency members had difficulty understanding RLUIPA's scope and application. This federal statute was enacted by Congress in 2000, so it is still relatively new and its interpretation is continually evolving. Adding to the confusion in Norwich was the courts' inconsistent application of RLUIPA and the agency members' lack of training under the statute before the controversy began. Important lessons were learned by all that we hope will help other planners and planning commissioners across the state in reviewing religious land use applications.

1) If the Applicant Says the Use is Religious, Treat it as Such

A major issue in the St. Vincent controversy at the agency level was whether the services were in fact "religious" to invoke RLUIPA. Undoubtedly, the services provided by St. Vincent often qualify as secular, charitable uses. Under RLUIPA, however, even uses that appear secular are in most instances religious if the applicant says they are. Courts have long held that they are not in the business of deciding which uses are and are not religious. If a religious group asserts that a use is religious, the group must be taken at its word. Recently, in *Harbor Missionary Church Corporation v. City of San Buenaventura* (9th Cir. 2016), the Ninth Circuit ruled that providing meals, shelter, clothing and other charitable services to those in need was activity protected by RLUIPA.

Only when it appears that a religious belief is not "sincerely held" may agencies find a use to be secular. That is, if a religious group claims its use is religious simply to circumvent zoning code requirements, the statute will not apply. Exercise caution in concluding that a religious belief is not "sincerely held," because the vast majority of beliefs have been found to be sincerely held. Failure to recognize a

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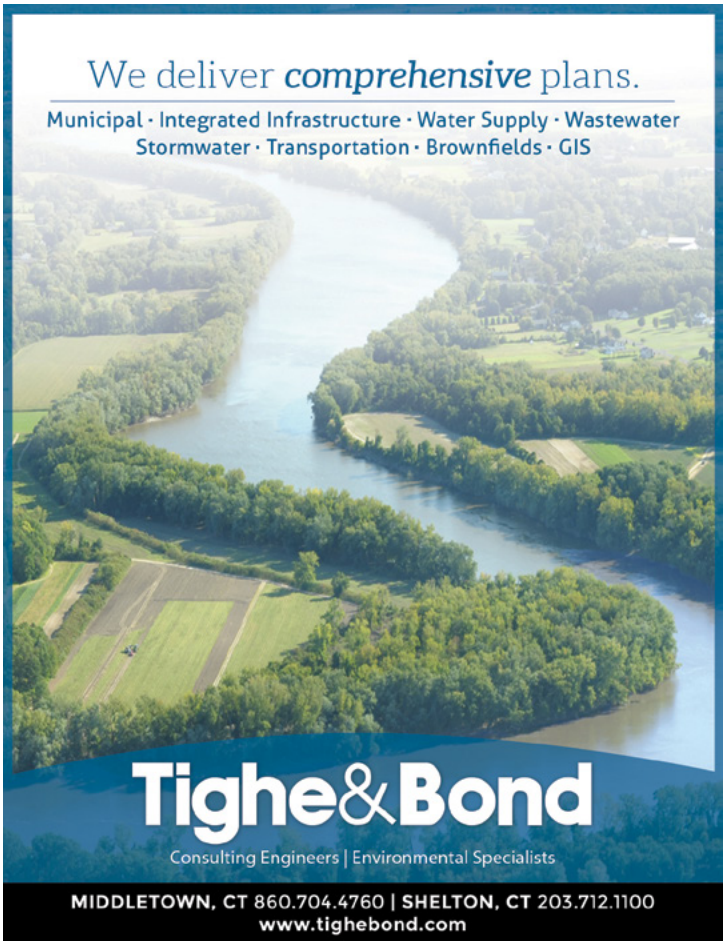

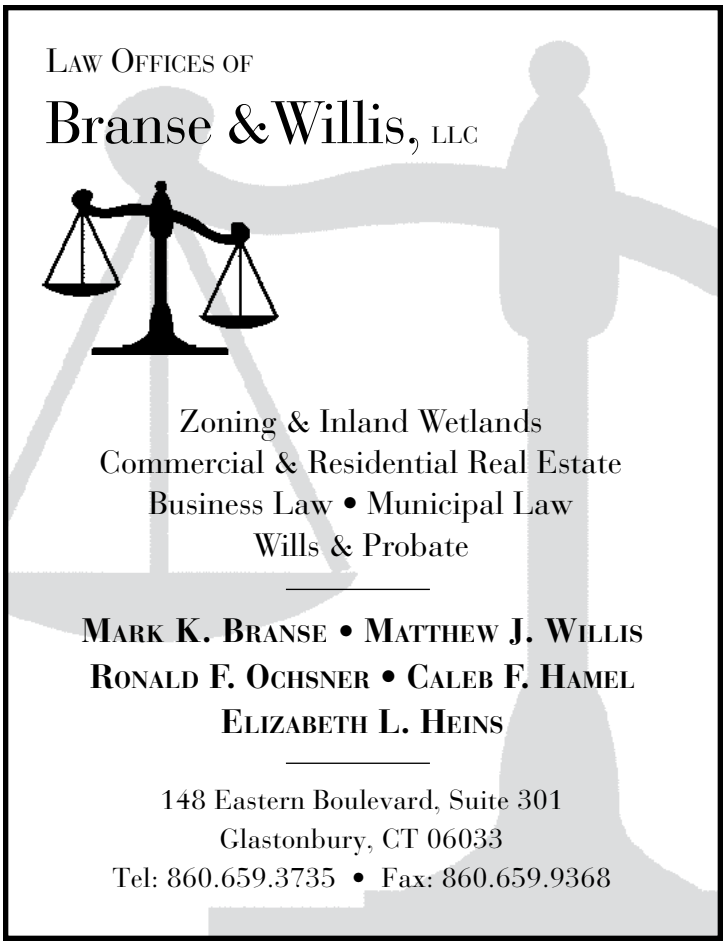

claimed use as one of religious belief could be used to support a RLUIPA violation.

2) Be Prepared for Unordinary Zoning Considerations

There are several factors that come into play when considering religious land use applications that go beyond the scope of typical zoning considerations. In the case of St. Vincent, we argued that because there were no alternative sites that the soup kitchen could afford to purchase, a complete denial of the use variance application would impose a substantial burden on its religious exercise in violation of the statute. Some agency members, however, stated that they could not consider the availability of alternative sites or the applicant's financial situation. While this is usually true for your run of the mill variance application, such considerations do come into play for religious land use applicants. Also relevant is an agency's treatment of applications for similarly situated secular assembly uses. Generally, an agency's approval of another application has no precedent. But under RLUIPA, local governments must treat religious uses on equal terms with comparable secular uses, so how an agency processes an application for a similar secular use is fair game.

3) Evaluate Reasonable Accommodations

RLUIPA's substantial burden provision provides that no local government shall substantially burden religious exercise unless it has a compelling interest to do so and does so in the "least restrictive means" possible. While the least restrictive means language is confusing, it typically requires that agencies reviewing religious proposals examine whether the use could be approved subject to reasonable conditions or on some lesser scale. The Second Circuit, in *Westchester Day School v. Village of Mamaroneck* (2d Cir. 2007), ruled that a zoning agency's flat denial of an application for a special permit — without even considering whether agency concerns could be ameliorated by imposing conditions — did not satisfy the least restrictive means requirement. In Norwich, neither the Commission on the City Plan nor the ZBA in reviewing the special permit and use variance applications began to consider conditions for approval, and outright rejected the special permit and use variance applications, despite St. Vincent's insistence that it was open to possible conditions. To be clear, it is not simply giving lip service to possible conditions that satisfies this requirement — an agency must undertake a thoughtful analysis of how to address its concerns and whether approval with conditions may accomplish a satisfactory result. If an agency evaluates possible conditions, but still denies an application, a court may disagree with the agency's assessment or determine that other conditions that were not considered could be implemented. Sometimes, it is not always possible to approve an application even with conditions or on a lesser scale, and that may be okay, so long as it is supported by the record.

4) Create a Winning Record

Whether government action is arbitrary and capricious can be used to support an RLUIPA substantial burden claim, similar to zoning appeals taken under C.G.S. §8-8. Unlike regular zoning appeals, however, there is much at stake for governments defending against RLUIPA claims due to the risk of having to pay the religious group's legal fees. Agencies must exercise extreme caution, demonstrate on the record the reasonableness of their actions, and provide an evidentiary basis for any concerns they may have with the proposed use. If an agency member says something that could be construed as discriminatory, immediately cleanse the record by strongly rebuking the member and his or her statement. Even comments

(*continued on page 20*)

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Religious Land Use Applications cont'd

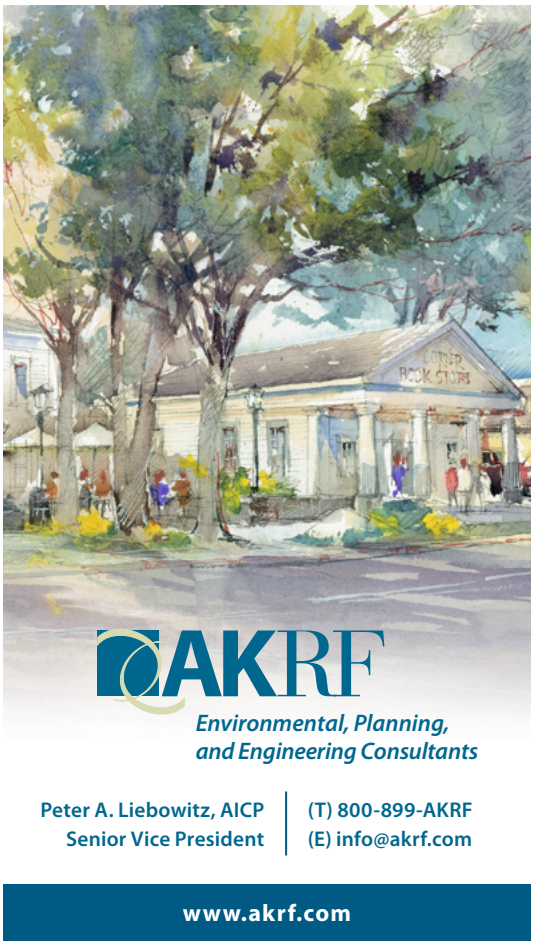
made in jest could support a claim of discrimination, because words appear very different on paper than they sound when spoken. Discriminatory or off-hand comments could render agency action arbitrary and capricious, exposing municipalities to significant liability. This is what happened in *Fortress Bible Church v. Feiner* (2d. Cir. 2012), where the Second Circuit found a RLUIPA violation in part due to agency members who stated that they did not want "another church" and instructed the town's planning director to "kill" the project. The Town of Greenburgh, New York paid $6.5 to settle the case. Agency members need to understand the risk and exercise extreme caution.

5) Train Planners and Agency Members

It is critical to train planners and agency members. The RLUIPA statute is difficult to comprehend, even for the courts. Training should begin before a religious application is submitted. At the American Planning Association's 2016 national conference in Phoenix, Arizona, over half of the 100+ planners listening to a discussion about RLUIPA indicated that they had not received RLUIPA training. This is a trend that must change. One federal court, in *Grace Church of North County v. City of San Diego* (S.D. CA 2008), found a RLUIPA violation in part because the agency members were not familiar with the statute and misapplied it.

Norwich agency members testified that they had not even heard of the statute until the zoning hearing. Getting out ahead of problems that often arise in the review of religious land use proposals through training can go a long way to avoid RLUIPA claims and, if such claims are brought, can better position a municipality to establish a successful defense.

Evan J. Seeman and Brian R. Smith are land use lawyers with Robinson & Cole in Hartford. Evan is a contributing author to the blog RLUIPA Defense. Brian is Chair of the firm's Land Law Section.



From the Bench

by Christopher J. Smith, Esquire

Is The Variance Dead?

Three recent State Supreme and Appellate Court decisions addressing "legal hardship" as a basis for zoning variance approval have raised the question: Is the variance dead? The trilogy is *Caruso v. Zoning Bd. of Appeals*, 320 Conn. 315 (2016); *E & F Assocs., LLC v. Zoning Bd. of Appeals*, 320 Conn. 9 (2015); and *Verrillo v. Zoning Bd. of Appeals of Branford*, 155 Conn. App. 657 (2015).

Some argue that these decisions make it almost impossible to obtain variance approval based on legal hardship and call for a statutory remedy to lower the legal hardship hurdle. This raises a second question: Is a statutory remedy necessary?

Let's not forget, variances authorize uses of property otherwise prohibited by, and not conforming with, zoning regulations. A basic tenet of zoning law is that nonconformities are to be reduced or eliminated whenever possible. (We'll revisit this concept shortly when addressing the exception to legal hardship standard.)

Variances can be approved when an applicant establishes legal hardship, an elusive concept that has generated probably hundreds of appeals. These appeals often turn on a case's specific facts as established by the substantial evidence of the administrative record.

Legal hardship is met if the requested variance relief will not substantially affect the comprehensive zoning plan, and where application of the regulation sought to be varied causes hardship unique to the subject property that is unnecessary for carrying out the comprehensive plan. With this vaguely worded test, it's no surprise that we've had all those appeals. [See *Caruso* for discussion of this test and, in particular, what constitutes "practical confiscation" (which may demonstrate legal hardship) and the evidence required for such.]

After *Caruso*, *E & F* and *Verrillo*, variances based upon convenience (the in-laws are moving in and we need an addition) or desire to build something larger and more modern (the large addition with deck facing the water proposed to a house that has existed quite nicely on the property since 1880) will be scrutinized more closely than in the past, especially since *E & F* explicitly reversed no less than three prior Appellate Court decisions that applied a more relaxed standard for legal hardship. In short, if a variance approval based on legal hardship is appealed, the approval is likely to be reversed. Conversely, if a variance is denied for lack of legal hardship and subsequently appealed, the denial will likely be upheld. This has been the rule for decades.

There is another basis for variance approval other than legal hardship; an exception to the legal hardship standard. Specifically, reducing or eliminating existing nonconformities associated with a property's use, bulk area requirements or lot size or configuration, may form a basis, independent of legal hardship, for variance approval. Courts have found this exception to satisfy the goal of reducing or eliminating a property's existing nonconformities. See *Adolphson v. Zoning Board of Appeals*, 205 Conn. 703 (1988) [reducing a nonconforming use to a less offensive nonconforming use]; and *Hescock v. Zoning Board of Appeals*, 112 Conn. App. 239 (2009) [reducing, as opposed to eliminating, a nonconforming setback].

It's debatable whether variance law has substantially changed with *Caruso*, *E & F* and *Verrillo*. After almost one hundred years of zoning law in Connecticut, it remains a challenge to establish legal hardship required for variance approval. Some maintain that this is good. An alternative to establishing legal hardship is for an applicant to consider, if possible, submitting a variance request that includes the reduction or elimination of a nonconformity associated with their property.

Here's another rule of thumb for variances after all these years and not likely to change in the immediate future: "They don't come easy."

HEALTHY COMMUNITIES TOOLKIT

Website Synopsis and Information You Can Find in This Website

FHI

WHAT ARE HEALTHY COMMUNITIES?

Patrick Dugan

Healthy communities are places that offer opportunities to maintain a good state of health including physical activity (such as walking) and healthy foods (such as those available at farmer's markets).

HOW THIS TOOLKIT CAME ABOUT

In 2015, in partnership with the Connecticut Chapter of the American Planning Association (CCAPA), EHHD was awarded a Plan4Health grant by the American Planning Association (APA) and the American Public Health Association.

The focus of this grant is to support EHHD/CCAPA efforts to increase physical activity and access to healthy foods in the region's towns by helping them link their planning and public health programs with a focus on healthier communities. This toolkit is designed to support the EHHD region towns, as well as any other small, rural towns, in these efforts.

WHAT'S IN THIS TOOLKIT?

Patrick Dugan

This website is a compilation of various tools to help people make their communities healthier places to live, work, and play.

These include planning and regulatory tools focused on growing options for physical activity and access to local, healthy foods. Specifically, these tools are for local officials who make land development decisions in small and rural Connecticut towns.

WHY HEALTHY COMMUNITIES MATTER

Communities with ample opportunities to get and stay healthy are more desirable places to live. They offer clean air and water, ample food choices, places to walk and bicycle comfortably, and places for recreation. Healthy places attract new residents and in doing so, become more lively and dynamic.

Kim Bova

New businesses that serve people engaged in healthy lifestyles are attracted to those communities and can enrich the local economy. A healthier population can reduce burden on local governments for health and social services. Where quality of life is elevated, in part with healthy options, redevelopment and restoration efforts tend to be more successful long-term.

In rural and small towns, creating healthier communities can be of particular importance. Where homes and businesses are far apart from one another, the car becomes the easiest way to get from one destination to another. Walking and bicycling may be more difficult and most often takes place in the shoulders of the road. Safety becomes a concern. In addition, many small towns struggle to keep a successful variety of food stores with healthy options in the community.

EHHD

Flip the page to learn more!

HEALTHYEASTERNCT.COM PAGE-BY-PAGE

OPPORTUNITIES FOR PHYSICAL ACTIVITY

This page includes tools to:

- Assess your community's resources and gaps in options for physical activity
- Develop trails and greenways
- Make trail connections
- Prepare a sidewalk or bicycle network plan
- Leverage CTDOT tools and resources
- Adopt supportive zoning: overlay districts, design guidelines, bicycle parking and sidewalk requirements
- Develop and adopt a Complete Street program
- Engage in Placemaking
- Strengthen wayfinding
- Require open space set asides
- Develop play spaces and recreation programs

ACCESS TO HEALTHY FOODS

This page includes tools to:

- Incentivize agriculture on all scales
- Adopt farm preservation programs
- Develop farm stand programs
- Support farmer's markets
- Support Community agriculture
- Permit and regulate food trucks
- Foster healthy food stores
- Create a food hub
- Redevelop food market sites
- Create a local food directory
- Cultivate a rural transportation program for access to markets

FUNDING AND PARTNERSHIPS

This page includes sources for:

- General opportunities for state, and federal funding
- Transportation project funding
- Funding to support agriculture
- Open space and greenways funding
- Private Non-Profit opportunities

And tools to:

- Create public-private partnerships
- Develop shared services agreements

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NONCOMPLIANCE WITH ROAD ORDINANCE NO OBSTACLE FOR AFFORDABLE HOUSING

An affordable housing application that failed to satisfy the specific requirements of a town road ordinance did not provide a sufficient reason to deny the application. Additional evidence was needed to prove that noncompliance with the ordinance posed an actual substantial risk to public safety and that the risk clearly outweighed the need for affordable housing.

In this case, an affordable housing application provided for a private road for access to the new homes. This road did not meet the town's road ordinance specifications as to width and grade. The applicant's traffic expert testified that despite these short comings, the road would provide safe access and allow for emergency services to be delivered to the development's residents.

The town's engineer and town planner only testified in regard to the failure of the proposed road to meet specific requirements of the town's road ordinance, and this was the basis for denying the application.

In a traditional zoning appeal, this reason would be sufficient to deny the application. C.G.S. sec. 8-30g requires more. The affordable housing act imposes a more demanding evidentiary burden on a land use commission, requiring that there be evidence in the record not just of noncompliance with zoning regulations or town ordinances, but that compliance is necessary to protect the public interest and that the risk of harm caused by noncompliance clearly outweighs the need for affordable housing. Absent such evidence, the application must be approved. See Brenmor Properties LLC v. Planning & Zoning Commission, 162 Conn. App. 678 (2016)

INABILITY TO EXPAND BUILDING PRESENTS PERSONAL HARDSHIP

The longstanding Appellate Court case of Stillman v. Zoning Board of Appeals, 25 Conn. App, 631 (1991) stood for the proposition that where the peculiar characteristics of a parcel of land prevented the addition of buildings, or an addition to an existing building, this constituted a unique hardship which could provide a basis for the granting of a variance. This decision has now been overruled by the State Supreme Court.

In order for a variance to be granted, an applicant must demonstrate that the application of the zoning regulations imposes an unusual hardship which cannot be personal in nature. There are no exceptions to this requirement, such as the one that had been provided by the Stillman case.

In this recent case, a property owner sought variances from setback requirements so that he could expand his

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building. As in Stillman, the only hardship imposed by the zoning regulations would be that the owner's plans to expand his building would be frustrated by the zoning regulations.

The Supreme Court reversed the granting of the requested variances ruling that without a showing of hardship, the standard set forth in C.G.S. Sec. 8-6 for granting a variance were not met. The property was already being put to a reasonable use and the owner's expansion plans were personal in nature; thus not providing a sufficient basis for the granting of a variance. See E&F Associates LLC v. Zoning Board of Appeals, 320 Conn. 9 (2015).

QUORUM NOT NEEDED TO CONTINUE A HEARING

Due to a severe snowstorm, a properly noticed public hearing was not held as no one appeared at the hearing, including any board members. The hearing was re-scheduled for the following week. The applicant, as well as many interested neighbors, attended the re-scheduled hearing. On appeal to court, one of the first issues addressed was whether the Board had jurisdiction to hold the hearing. While proper notices had been published in a newspaper for the original hearing date, no such notices had been published for the subsequent hearing date.

Without proper notice of the re-scheduled hearing, it was considered legally void and without effect. Thus, the Board's decision was also without effect. The court stated that because the original hearing was cancelled and not continued, new published notices were needed.

It was noted that if an officer of the Board and another member could have attended the original hearing, they could have called a meeting to order and then made and passed a motion to continue the hearing. See Gibbons v. Zoning Board of Appeals, 61 Conn. L. Rptr. 191 (2016).

FALSE STATEMENTS MADE AT HEARING IMMUNE FROM SUIT

Statements made by a person in regard to an alleged violation of the zoning regulations are protected speech subject to judicial immunity. This immunity protected a person who complained to the zoning enforcement officer and later spoke at zoning board of appeals and planning and zoning commission hearing about the use by her neighbor of his property for a dirt motor-bike track.

The neighbor sued the person for her allegedly false statements, claiming they caused him harm and emotional distress. The claims were dismissed by the court because they were made in connection with a quasi-judicial proceeding – the enforcement of zoning regulations. See Cavaciuti v. Gnesda, 60 Conn. L. Rptr. 457 (2015).

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APPEAL TO ZBA MUST BE SERVED ON PZC OR ITS ENFORCEMENT AGENT

A property owner appealed the issuance to his neighbor of a zoning permit to the zoning board of appeals. At the appeal hearing, the zoning enforcement officer submitted a letter stating that neither he nor the planning and zoning commission had been served with the appeal, thus denying the zoning board of appeals standing to hear it. The board disagreed and decided the appeal: sustaining it and reversing the ZEO's decision to issue a zoning permit.

The matter found its way to the Superior Court. The court found that the zoning board of appeals did not have standing to hear the appeal. CGS sec. 8-7 clearly requires that an appeal must be filed with the board and the planning and zoning commission or its enforcement officer. This was not done, depriving the board of any jurisdiction to hear the appeal. See Watrous v. Zoning Board of Appeals, 61 Conn. L. Rptr. 59 (2015).

ANNOUNCEMENTS

ANNUAL CONNFERENCE

The Federation's annual conference took place on March 17, 2016 at the Aqua Turf Country Club in Southington Connecticut. Ginny Kozlowski, the Executive Director of the Connecticut Lodging Association, gave a presentation on land use regulation and e-commerce. The internet and the sharing economy have allowed people to utilize their homes for business, raising questions of how best to preserve the residential character of neighborhoods and also provide a level playing field for traditional business which find themselves subject to regulations which e-commerce avoids. In addition to this well received presentation, 15 length of service awards and 9 lifetime achievement awards were handed out to well deserving members of the Federation. Thank you all who attended this year's conference and I look forward to seeing you again in 2017.

Workshops

If your land use agency recently had an influx of new members or could use a refresher course in land use law, contact us to arrange for a workshop. At the price of $175.00 per session for each agency attending, it is an affordable way for your commission or board to keep informed.

ABOUT THE EDITOR

Steven Byrne is an attorney with an office in Farmington, Connecticut. A principle in the law firm of Byrne & Byrne LLC, he maintains a strong focus in the area of land use law and is available for consultation and representation in all land use matters both at the administrative and court levels.

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