



**TOWN OF MANSFIELD
TOWN COUNCIL MEETING
June 13, 2016
COUNCIL CHAMBERS
AUDREY P. BECK MUNICIPAL BUILDING
7:00 p.m.
AGENDA**

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ROLL CALL	
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FUTURE AGENDAS

EXECUTIVE SESSION

ADJOURNMENT

REGULAR MEETING – MANSFIELD TOWN COUNCIL
May 23, 2016
DRAFT

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

I. ROLL CALL

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

II. APPROVAL OF MINUTES

Mr. Ryan moved and Mr. Sargent seconded to approve the minutes of the May 10, 2016 special meeting as presented. Motion passed unanimously. Ms. Moran moved and Mr. Ryan seconded to approve the minutes of the May 9, 2016 meeting as corrected. Motion passed unanimously.

III. PUBLIC HEARING

1. Neighborhood Assistance Act Programs

The Mayor called the public hearing to order at 7:05 p.m. The Town Clerk read the legal notice. No comments were offered. Mayor Shapiro closed the public hearing. Without objection the Mayor began the public comment portion of the meeting as it was not yet 7:15 p.m., the noticed time for the second public hearing.

2. Proposed Amendments to Ordinance Regarding Streets and Sidewalks

Mayor Shapiro recessed the public comments and called the public hearing to order at 7:18 p.m. The Town Clerk read the legal notice. No comments were offered. Mayor Shapiro closed the public hearing.

IV. OPPORTUNITY FOR PUBLIC TO ADDRESS THE COUNCIL

Amy Gorin, Michele Lane, shared her concerns regarding the way in which the Region 19 school project is moving forward. Ms. Gorin noted that the Keep EO Smith Downtown Facebook page currently has 960 members most of whom want the process slowed down so all impacts can be examined.

Kelly Bourquin, Jonathan Lane, stated that she was surprised how quickly the Region 19 Board pursued the building of a new school on the Depot Campus and is concerned the Town will lose its sense of community without the high school in Storrs Center.

(Statement attached)

Martin Sommer, Warrenville Road, requested greater transparency in the process and asked Council members to review the comments on the aforementioned Facebook page.

(Statement attached)

Charles Naumec, Riverview Road, commented on the physical footprint that is now our Town and currently includes the Town Hall, the Community Center, Region 19 and Storrs Center and how moving Region 19 would break up the Town's footprint and enlarge UConn's.

May 23, 2016

Mr. Naumec spoke to the process noting that all three towns must approve any change and that if the UConn students were mobilized in Mansfield the referendum could pass. Carla Kelly, Middle Turnpike, posed a series of questions regarding the referenda process and expressed concern about whether or not the vote would be binding. Ms. Kelly stated the process is happening too quickly.

Karen Malloy, Adeline Road, stated that Mansfield has a vibrant downtown that offers many opportunities for students to explore autonomy in a safe environment.

Celine Demers-Schiffler, Hanks Hill Road, expressed her pleasure in seeing the students in the downtown area and stated that the location of the high school is important. Ms. Demers-Schiffler would like more time for discussion of such an important issue.

Mary Hirsch, Courtyard Lane, spoke to the role of the Council in this process and stated that although it is not a Council decision the Council can express how residents feel about the project. Ms. Hirsch commented that it is in the best interest of the Town to keep the school at its current location.

Jennifer Elshakhs, Bundy Lane, spoke to the benefits of Region 19 being in Storrs Center and expressed surprise at the attitude exhibited by Region 19 Board members. Ms. Elshakhs remarked that the process is moving very quickly and suggested that the Region pick another date for the public discussion as the dates that have been announced are not conducive to wide public participation.

Rebecca Shafer, Echo Road, commented on a phenomenon happening across the world called studentification. Ms. Shafer noted that business are discouraging universities from building on campus housing but instead are encouraging privatization. (Statement attached, referenced articles will appear as communications in the June 13, 2016 meeting packet)

Virginia Gorin, Separatist Road, expressed frustration with trying to get answers from Region 19. Ms. Gorin commented that the process started with repairing the existing building and quickly moved to replacing the decrepit facility. The process is lacking input from parents and teachers.

Esther Soffer Roberts, Hanks Hill Road, described the process outlined by the Region for the June 9, 2016 meeting noting that there are three different aspects of the plan all being discussed at the same time allowing residents to participate in only one subject. The meeting is scheduled for the middle of finals week. Ms. Soffer Roberts does not want the downtown to be an extension of UConn.

John Anderson, Old Turnpike Road and a former EO Smith teacher, remarked that at its current location the high school is in the midst of life in the community and provides a release valve for students. Mr. Anderson stated that the Region has a cultural, as well as educational, responsibility to its students.

V. REPORT OF THE TOWN MANAGER

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

- Mr. Hart outlined the two votes which would need to pass in each of the member towns for the project to go forward, a vote authorizing funding and a vote amending the existing Regional Plan. The vote is binding.
- Mr. Hart noted a letter from Christina Mailhos, First Selectman of Willington, expressing her concerns regarding the process being undertaken by the Region concerning the building of a new EO Smith High School

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VI. REPORTS AND COMMENTS OF COUNCIL MEMBERS

Mayor Shapiro reported on the Youth Services Thank You Event for Volunteers attended by Ms. Moran, Mr. Ryan, and himself. Mr. Shapiro noted the efforts of the volunteers, mostly UConn students, who are poised, confident and very giving to their charges. The Mayor also reported on his May 10th trip to the White House as part of the UConn Women's Basketball Celebration, calling it a great honor. Mr. Shapiro asked any Councilors who can, to march as a group in the Memorial Day Parade.

Mr. Shaiken commented that he, Ms. Moran and Mr. Kochenburger also attended the informational meeting regarding crumbling foundations in Eastern Connecticut. Mr. Shaiken thanked the Mayor for moderating the event and the Town Manager for making himself available to talk to Mansfield residents.

VII. OLD BUSINESS

3. Neighborhood Assistance Act Programs

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

Resolved, to approve the following projects for submission to the Connecticut Department of Revenue Services for inclusion in the 2016 Neighborhood Assistance Act Program: water harvesting project at the Mansfield Community Center; and development of a new community clinic and support facility for United Services, Inc. Mr. Shaiken recused himself, not because of any financial interest or technical conflict of interest, but because he is employed by the Connecticut Community Non-Profit Alliance of which United Services, Inc. is a member.

The motion passed by all voting.

Mr. Sargent moved and Ms. Keane seconded to consider Item 8, Regional School District No. 19 Proposed Building Project, immediately.

The motion passed unanimously.

4. Proposed Amendments to Ordinance Regarding Streets and Sidewalks

Ms. Keane moved and Ms. Moran seconded to suspend Rule 6(d) of the Council Rules of Procedures and to proceed with a vote on the proposed amendment.

The motion passed unanimously.

Ms. Moran moved and Mr. Shaiken seconded, to adopt the proposed Amendments to the Ordinance Regarding Streets and Sidewalks, Chapter 166 of the Mansfield Code, which amendments shall be effective 21 days after publication in a newspaper having circulation within the Town of Mansfield.

The motion passed unanimously.

5. Community School for the Arts (CSA) Update

Director of Parks and Recreation Curt Vincente reviewed the updated 2014 Community School for the Arts business plan which now includes smaller more manageable program offerings.

May 23, 2016

Members discussed the bottom line impact on the 260 fund, the reasons UConn's cost were significantly higher, the benefits the program would offer the community, the amount of profit built into the fees, and the need to continue the discussion on the Town's contribution to the Parks and Recreation 260 Fund. Mr. Hart will request an updated UConn Income Statement Summary for 2015.

6. Appointment to Town Council Committees

Ms. Keane moved and Mr. Sargent seconded, effective May 23, 2016, to appoint Virginia Raymond to serve as a member of the Ad hoc Committee on Police Services, to fill the vacancy created by Mr. Stephen Kegler's resignation from the Council. The motion passed unanimously.

7. Mill Rate for Fiscal Year 2016/17

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

The motion passed unanimously.

The disposition of additional state revenues will be discussed at a future meeting.

VIII. NEW BUSINESS

8. Regional School District No. 19 Proposed Building Project

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

A revised letter was distributed. Mr. Shapiro addressed the changes in the revised letter which include changing all references to "I" to "we" and a minor adjustment in the third paragraph.

Members discussed their concerns regarding both the project and the process.

The motion passed unanimously.

The Town Manager will copy UConn's Deputy Chief of Staff to the President Michael Kirk on the letter. Mr. Kochenburger requested that the transmittal letter note that the vote was unanimous.

9. WPCA, UConn Sewer Agreement

Ms. Moran moved and Mr. Ryan seconded to schedule a special meeting, at a time to be determined, to discuss the UConn Sewer Agreement.

Motion passed unanimously.

IX. REPORTS OF COUNCIL COMMITTEES

Finance Chair Bill Ryan noted the Committee's special meeting scheduled for May 26, 2016 at which the Fraud Risk Assessment Report will be discussed.

May 23, 2016

Ms. Moran, Chair of the Ad Hoc Committee on Rental Regulations and Enforcement, reported the May 25, 2016 meeting will include a review of current rules and regulations. Ms. Moran, Chair of the Personnel Committee, announced the Committee recently met and discussed the Town Manager's evaluation calendar. The Committee will also be reconsidering how best to reconcile the gift policies of the Town with those of the Board of Education.

Ms. Moran, chair of the Ad Hoc Committee on Police Services commented on the retirement of both the UConn and Willimantic Police Chiefs and the effect that might have on any potential cooperative agreements.

Mr. Kochenburger, Chair of the Committee on Committees, forwarded the following recommendations:

- Peter Millman to the Sustainability Committee for a term ending 4/27/2020.
- Jim Raynor to the Recreation Advisory Committee for a term ending 8/1/2019

The motion to approve passed unanimously.

Mr. Kochenburger reported that a Council member is needed for the Mansfield Discovery Depot Board, volunteers are needed for the Historic District Commission, and a Republican or Unaffiliated volunteer is needed for an Ethics Board Alternate position.

X. DEPARTMENTAL AND COMMITTEE REPORTS

No comments offered.

XI. PETITIONS, REQUESTS AND COMMUNICATIONS

10. E. O. Smith Building Project Petition

11. R. Schafer (5/9/16)

12. P. Shapiro re: May 9, 2016 Town Council Meeting

13. Planning and Zoning Commission Referral: Trail Access at Storrs Center

14. Planning and Zoning Commission Referral: Zoning Regulation Revisions

15. State of Connecticut Official Statement re: Public Works Week

XII. FUTURE AGENDAS

Mr. Shaiken requested that the Region 19 Superintendent be invited to a future meeting to provide an update. Members agreed that they would like not just a synopsis of the June 9, 2016 information session, but an update on all facets of the project.

XIII. ADJOURNMENT

Ms. Shaiken moved and Ms. Raymond seconded to adjourn the meeting at 9:30 p.m. The motion passed unanimously.

Paul M. Shapiro, Mayor

Mary Stanton, Town Clerk

May 23, 2016

Hi, my name is Kelly Bourquin. I am a 13 year resident of Mansfield CT. I have 4 children- one at EO Smith, one at the middle school and one at Vinton. Last week I attended the Building Committee as I became aware by reading the Daily Campus that Region 19 was proposing to sell EO Smith to Uconn and offset the costs with grant money and the profits from a sale to build a new school on the Depot Campus. I was quite shocked to hear this. I was aware that there were proposals for renovations in the works that started being looked at in June 2015. This was still the case until Tai Soo presented formal proposals to the Region with 3 proposals for renovations, and added the one to build a school. I was shocked to see how quickly the board looked at this and pursued it (which appears to have been voted on the same night it was formally presented in February).

If I was shocked and unaware, I'm sure there were others. This led to conversations and a Facebook group page started Keep EO Smith Downtown. It currently has 961 members. A petition was also started with 371 signatures, which you received around 30 pages of comments on from former EO Smith Students, current students, residents and a wide array of people. We are looking to slow down this process. From my understanding the Region 19 board is looking for a referendum vote in I feel the only thing that I can see that Region 19 has looked at is the bottom line of financials. I think more needs to be considered about how we have a high school currently located on the campus of a flagship university which affords the students the ability to walk to college classes to obtain credit early, experience a sense of freedom with the downtown, and socialize with other students from various towns with activities such as the community center. Even as an adult we find ourselves going for dinner and catching sporting events at the high school as a fun family event. All this is feasible because of the location of the high school.

Another concern I have is that if this project does come to fruition and UConn purchases the land. All zoning rights are lost, as UCONN does not have to follow them. UConn recently bought the Nathan Hale and is using part as dorms. They cannot convert all the dorms until a new hotel is built within walking distance to UCONN. How do we know a hotel will not go there? Another popular college campus housing option popping up is commercialized dorms. How do we know that this will not go there?

I love going downtown and feel like this is a true community, I fear this sense of community will be lost and the community will now just be going out to socialize on the UCONN campus which doesn't interest me. I think this move will hurt business owners.

In addition, currently the June workshop is being put on by DRA which has pre referendum fees of \$48000 being paid by the Region 19 budget. We have a consultant putting on a workshop. I saw some documents presented by one consultant group, Tai Soo that had figures of consulting fees for the various proposals option with acoustics, roof and MEP-\$21,000, option one (relocating voag) \$3,400,000 for, and \$5,400,000 for building on an existing site or another site. I am in sales, and if I was

putting on a meeting it would be tailored to get people on my page. I think they sold it pretty well. This is now a sales pitch to the community but the Region is forgetting one thing beyond dollar signs and a shiny new school- we are a community who likes where the school is located and sees many benefits of its location. On our Facebook Page we have building committee member say the following after talking about what the workshop would cover like real grass or artificial turf, roof top patios, rain harvesting, solar polar, greenhouses, He said "let's also be honest. Visioning sessions such as these have a predefined scope of discussion. This is NOT a forum to debate accepting a UConn proposal or not."

And another quote from that post "To be clear, I see no evidence that picking one day or another won't be inconvenient for *someone*. Given that the social exercise is not a show-stopper nor critical, I see no reason to change the trajectories. They will adjust themselves as things develop."

This group has been accused of being a whisper camp gain. I would like to say we are now a ROAR campaign and we are only going to get louder. The FB group was told by this individual that long discussions were had amongst the teachers about the proposals. The majority were very unhappy with the options let alone partial options, and that Veteran teachers shook their head early on saying a new school made more sense than investing in the existing structure. I reached out to several veteran teachers whose time at EO Smith is probably close to a combined 80 years of experience. I heard the following "no one they knew had a direct conversation with Bruce, and all responded that the school board has not adequately communicated or involved the faculty as a whole in any kind of discussion about this building project.

Lastly the State of CT Building School Grant is currently seeing changes to it with Senate Bill 503. The state is in a budget crisis, I thought UCONN was too, but we are throwing out million dollars' worth of figures and don't even know what the grant funding is.

I would like to know-

-Has the Region 19 Board been working with the town council on this building proposal?

-Does the town have a stance on this building proposal?

-What studies can the town do to see the impact on this building proposal to the downtown?

-Have the towns of Ashford, Willington had their opinion sought out?

-What can the residents of Mansfield do to have their voices heard? Do we have procedures in place to slow this down?

As these last few weeks have unfolded, I hope that every member of the Mansfield Town Council has paid close attention to the various discussions that citizens, parents and taxpayers have fostered in response to the unsuspected direction taken by the Region 19 Board of Education regarding a proposed move of EO Smith to the Mansfield Depot Campus. There are so many levels of discussion among our community that it would be impossible for any one person to discuss them all in a single Town Council meeting, no matter how much time could be devoted to the issue. And I thank the Mansfield Town Council for devoting considerable time to this issue, and performing its duties in the best interests of our town and the surrounding communities. In respect to this issue, we are a community that has become something special in Northeastern Connecticut, and our community of towns enjoy special aspects of our corner of Connecticut that can never be replaced once it is gone.

This is evidenced very strongly by the commentary of citizens on the FaceBook page, Keep EO Smith Downtown, and the Change.org page, Slow Down the EO Smith Building Project. The social media outcry on both of these websites, referenced below shows that hundreds of citizens and taxpayers are asking for greater transparency in the process, more direct communication about abrupt changes in the scale and scope of the proposed plans and discussions with outside parties (and when the discussion is about moving the high school in a land swap, then UConn is an outside party), and an in depth discussion about how such proposals will affect our current students, our future students (for example our

elementary school children), and the nature of our community for decades to come.

As a start, I would like every Town Council Member to access these websites and view the message threads this issue has generated. The full context is far too long to be included here, but you will find very thoughtful insights that have not been part of the rushed decision to contact the University of Connecticut to become a partner in a plan that actually was never authorized for the Region 19 Board of Education to pursue. I urge every member of the Town Council of Mansfield, and the Boards of Selectmen of Ashford and Willington to review these responses by your constituents before deciding on whether it is prudent to push forward on a project for which the public has not been given due time for discussion and consideration to make informed decisions that will have very long lasting consequences.

Keep EO Smith Downtown

<https://www.facebook.com/groups/873797359416116/>

Slow Down the EO Smith Building Project

https://www.change.org/p/jac6854-sbcglobal-net-slow-down-the-eos-building-project?recruiter=542896871&utm_source=petitions_show_components_action_panel_wrapper&utm_medium=copylink

It is clear from the breadth and depth of the various discussions on this thread that there are many unresolved issues concerning the plans for EO Smith High

School, the events that led to a drastic shift from renovating facilities for two departments of the school to a complete rebuild and relocation project, and the manner in which this was communicated to the public. It is difficult to believe that the concerns voiced here were duly considered by the Board of Education in the very short time that it was discussed prior to approaching the University of Connecticut about a possible land transfer. It is also difficult to believe that the Mansfield town council, and the Boards of Selectmen of Ashford and Willington could have been given adequate information in such a short time frame so that those bodies could have proper guidance in deciding if this is a plan that should go forward. At the onset, the proposal by the Region 19 Board of Education was explicitly for renovation plans for the Fine Arts department, the Vocational Agriculture program, and for storage and maintenance facilities. Even as recently as the December 2015 Board of Education meeting there was no indication of anything different, and the minutes note that the Superintendent himself did not know what TKSP architects would propose. Thus, it would seem that this entire shift would have been complete news to every member of the Board, and a prudent course of action would have been to proceed slowly, being sure that all stakeholders (taxpayers especially) were made fully aware of this change in scope and scale, that there would be ample time for discussion of the impacts of such a plan, and that an alternative solution could be explored. That last point is very important as it is always advisable in any potentially life changing event to seek a second opinion before rushing into a course of action from which there may be no turning back. All this should have been done before approaching the University and setting the wheels in motion. This process has been marked by rash decision making, a lack of transparency, and a failure to complete the due diligence that

would be expected of the Board. Rather than continue on a fast track, it is in the best interests of the citizens of Mansfield, Ashford and Willington to halt this process and find a solution that satisfies the needs of the school without the adverse effects on the students and the community that the proposed school relocation would cause.

Considering that the Region 19 Board of Education, by record of their own meeting minutes, would have had no prior knowledge of a proposal to build a new high school as of their January 2016 meetings, and as such the said members of the Region 19 Board of Education could not have had the information necessary to enter into a discussion with the University of Connecticut for a property exchange for the purpose of moving forward with a relocation of EO Smith high school, and considering that such information would have been pertinent and essential for the Mansfield Town Council, as well as the Boards of Selectmen of Ashford and Willington, to make a fully informed decision of whether to fund this as a new project, and whether this should be considered in any referendum, I formally ask the Mansfield Town Council to reject the proposal of the Region 19 Board of Education to proceed with any architectural plans other than what was approved by the Region 19 Board of Education in its July 2016 meeting. At such meeting, member Frank Krasicki proposed funding for exploring renovations to the Fine Arts Department, the Vocational Agriculture facilities, and certain storage and maintenance facilities. I am asking the Town Council to remind the Region 19 Board of Education that those plans were the scope of what the citizens of Mansfield, Ashford, and Willington charged them with. As such, the

Region 19 Board of Education should cease and desist with all unauthorized activities regarding a new high school, and especially should cease and desist with any and all activities with plans to relocate EO Smith High School.

To: Town Council, Planning & Zoning Committee
Date: May 23, 2016
From: Rebecca Shafer RShafer@MansfieldNeighborhoodPreservation.org
Bill Roe, BRoe@MansfieldNeighborhoodPreservation.org

Re: Town Council Meeting May 23, 2016

STUDENTIFICATION

A quick update from Mansfield Neighborhood Preservation Group.

At last meeting, I distributed an article called *The College That Ate a City* describing how private developers overbuilt the college community of San Marcos, TX until the community itself was transformed into wall-to-wall dorms and eventually flooded when an apartment complex was built in a flood plain. In continuing to research what college communities do to push back against this, our group came across something extraordinary.

There is phenomenon called "studentification" and it is happening in Mansfield. It is not, as some have told us, that my neighbors and I are bad neighbors, anti-growth, or don't bring our student neighbors enough cocoa & muffins. As opposed to "gentrification" our town is dealing with studentification. And, it is driven by big business.

This is not only a national phenomenon, it is a GLOBAL phenomenon. Mansfield is in the cross hairs of a 160 Billion dollar annual business. If you put #studentification into the search engine, you will find towns from across the globe dealing with the influx of students into their communities and the explosion of off-campus housing complexes in their towns. UK, Canada, Ireland, Spain, Portugal, Japan and even Nairobi, Kenya are dealing with the overflow of students into their neighborhoods.
<https://twitter.com/hashtag/studentification>

#Destudentification is the process of converting neighborhoods back to family neighborhoods, and forcing the universities to house their students rather than creating policies which push the responsibility for housing these young people onto the towns.

This is driven by **privatization of student life by big business**. These 3 articles discuss their marketing strategies, how their products push rents up, reduce affordable housing, shift focus to off-campus housing, and provide a higher ROI for their shareholders.

Many of these large firms are REITs (Real Estate Investment Trusts). They make presentations prepared by their marketing firms encouraging universities to reduce their student housing stock. They first target flagship universities and when those are exhausted they target smaller universities with 10-15,000 students. As development sites become scarcer, they propose higher density, taller housing units in smaller spaces, but this is more challenging for them, they explain, because it gets closer scrutiny and requires lengthy approval processes. This is called "infill." Thus, when UConn refers to "student preference" for off-campus housing, that may be a developer-driven preference for a higher ROI, not a student-driven preference. Students are just a commodity in the sales strategy.

You will probably see some similarities to what is happening in our area when you read these articles because two of the articles refer to UConn/Mansfield. You can learn more about how this industry targets rural towns like ours in www.studenthousingbusiness.com

Our neighbors live here because they like the "Quiet Corner." They do not want the area to be transformed into an urban environment or to be overbuilt, they appreciate the rural character of our community. They do not want to be a target market in the sales game of the student housing market sector which is a subsector of the residential housing market. We would like these REITS to take UConn and Mansfield off of their "sales prospect" list.

To the extent UConn caves into these sales pitches, Mansfield must be prepared to stand strong.

Regards,
Rebecca Shafer
Bill Roe
Mansfield Neighborhood Preservation Group
@CtNeighbors



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MH*
CC: Maria Capriola, Assistant Town Manager; Michael Ninteau, Director of Building and Housing
Date: June 13, 2016
Re: Crumbling Foundations in Eastern Connecticut

Subject Matter/Background

Attached please find a letter that area towns plan to send to the state requesting additional assistance for homeowners dealing with the issue of crumbling foundations in Eastern Connecticut. Either Mayor Shapiro or I can sign the letter; preferably the Mayor. Two key recommendations in the letter are to create a task force or authority comprised of state and municipal officials to work to address the problem of crumbling foundations, and to establish an emergency repair fund for affected homeowners. Other key issues include how to best handle the reassessment process for affected homes, now codified under Public Act No. 16-45 (see attached).

To date, town staff is aware of only two homes in Mansfield that have identified this problem. However, 1,105 homes were built in Mansfield between the identified timeframe of 1983-2003. The issue is acute in other area towns.

Attachments

- 1) Letter to Governor Malloy
- 2) Public Act No. 16-45, An Act Concerning Concrete Foundations
- 3) NY Times, 6/7/2016, "With CT Foundations Crumbling, Your Home if Now Worthless"

June 9, 2016

Governor Dannel Malloy
State Capitol
210 Capitol Avenue
Hartford, CT 06106

RE: CRUMBLING FOUNDATIONS

Dear Governor Malloy:

Residents of eastern Connecticut cities and towns impacted by crumbling residential foundations are facing many challenges going forward. The undersigned municipalities appreciate and are grateful for the leadership of Lieutenant Governor Wyman and Commissioner Jonathan Harris of the Office of Consumer Protection to investigate the cause of this problem, to explore possible means of assisting homeowners and to review possible legal remedies.

The complexity of the issue requires time to thoroughly investigate all details involved, and review is necessary should there be any legal remedies available. We would request that the State immediately convene a working group or authority made up of qualified State and Municipal Officials, key Legislative Representatives, and other qualified individuals charged with carrying out the recommendations set forth below and ensuring where necessary that legislative proposals are drafted in preparation for the 2017 legislative session. It is imperative that the Task Force or Authority receive appropriate staff assistance from the State, including legal counsel, with a set schedule for issuing periodic progress reports. One of the first tasks of this group should be to contact officials in Quebec, Canada to learn about the steps they have taken over the last five years to address similar problems in their province.

While the State works through its deliberate process, some homeowners have taken action to protect their legal rights and/or have made costly repairs to their failing foundations. We have seen firsthand that impacted homeowners need relief soon and encourage the State of Connecticut to take steps in that direction.

We stand ready and willing to work together with the State to help our residents by ensuring that appropriate consideration be given to the interim relief measures identified in this letter. Some possibilities we encourage the State to consider:

- The State should establish an emergency repair fund to provide a means of interim financial relief for residents currently impacted by crumbling foundations. Many homeowners have had to expend funds for legal assistance related to the problem and/or make repairs to their foundations. Potential sources of funding might include the Small Town Economic Assistance Program, an adjustment to existing fees or surcharges, the Small Cities Grant Fund or Federal resources.

- The State should engage qualified analysts to conduct a financial impact study to assess the impacts of the issue of crumbling foundations on communities in eastern Connecticut. This study should include information regarding the effect on the overall economy, the housing market and municipal grand lists, as well as other relevant data and information.
- The State should support the Capitol Region Council of Governments in convening the Connecticut Assessors Association, local Assessors, Chief Elected Officials and Town Managers to develop a uniform method for determining any future reductions in the value of impacted homes, based on recently adopted legislation which applies to this matter.
- The State should support the Capitol Region Council of Governments in its efforts to identify a list of qualified contractors to conduct inspection services and foundation repairs, including a less expensive testing means; and develop a pricing index including a maximum per square foot cost that qualified contractors can charge homeowners for services.
- The State should provide training focused on crumbling foundations for home inspectors, real estate agents and municipal building officials. The State should also continue to develop guides with updated information to provide homeowners with information regarding deteriorating foundations and what to do if they believe they have been affected.
- The State should request information from its consultants on lower cost interim steps that homeowners could take to ameliorate the concrete deterioration which, if proven valid, could include items such as resloping grade from foundation, cracksealing, waterproofing, curtain drain repair and enhancements, and gutter revision. This advice should include a step-by-step guide for monitoring.
- The State should continue to work with the Commissioners of Insurance and Banking to seek protections from insurance companies that may be raising rates in eastern Connecticut and banks that may be calling line of credit and equity loans for homeowners affected by deteriorating foundations.
- We encourage the State to continue to make representatives from the Department of Banking and the Insurance Department available to talk to affected residents about how to best address concerns with their banks and insurance companies.

Governor Dannel Malloy
Page Three
June 9, 2016

- The State should explore a means for providing emotional support systems to assist impacted residents with family complications associated with this problem.

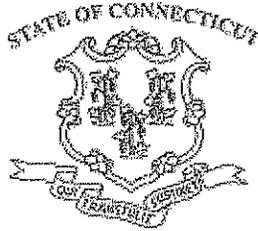
Once again, we wish to thank the State of Connecticut for the work it has done so far and look forward to a stronger partnership and a closer working relationship to bring relief to our residents in need.

Sincerely,

/ltb

cc: Lt. Governor Nancy Wyman
Jonathan Harris, Commissioner, Consumer Protection
John Elsesser, Town Manager, Coventry
Matthew Hart, Town Manager, Mansfield
Christina Mailhos, 1st Selectman, Willington
Steven Werbner, Town Manager, Tolland
Lyle Wray, CRCOG

AN ACT CONCERNING CONCRETE FOUNDATIONS.



Substitute House Bill No. 5180

Public Act No. 16-45

AN ACT CONCERNING CONCRETE FOUNDATIONS.

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. (NEW) (*Effective October 1, 2016*) Prior to the issuance of a certificate of occupancy for a new residential or commercial building for which a concrete foundation was installed on or after October 1, 2016, the applicant shall provide the building official with written documentation of the name of the individual or entity that supplied the concrete and the name of the individual or entity that installed the concrete. Copies of such documentation shall be maintained in the records of the office of the building official for not less than fifty years.

Sec. 2. (NEW) (*Effective from passage and applicable to assessment years commencing on or after October 1, 2016*) (a) Any owner of a residential building who has obtained a written evaluation from a professional engineer licensed pursuant to chapter 391 of the general statutes indicating that the foundation of such residential building was made with defective concrete may provide a copy of such evaluation to the assessor and request a reassessment of the residential building by the assessor. Not later than ninety days after receipt of a copy of such evaluation, or prior to the commencement of the assessment year next following, whichever is earlier, the assessor, member of the assessor's staff or person designated by the assessor shall inspect the residential building and adjust its assessment to reflect its current value. Such reassessment may be appealed pursuant to section 12-111 of the general statutes. Any reassessment under this section shall apply for five assessment years, notwithstanding the provisions of section 12-62 of the general statutes.

(b) An owner of a residential building that has obtained a reassessment pursuant to this section shall notify the assessor if the concrete foundation is repaired or replaced during the five assessment years for which the reassessment is effective. Such notification shall be made in writing within thirty days of the repair or replacement of the concrete foundation. Not later than ninety days after receipt of such notification, or prior to the commencement of the assessment year next following, whichever is earlier, the assessor, member of the assessor's staff or person designated by the assessor shall inspect the residential building and adjust its assessment to reflect its current value.

AN ACT CONCERNING CONCRETE FOUNDATIONS.

Sec. 3. (*Effective July 1, 2016*) Not later than January 1, 2017, the Commissioner of Consumer Protection, after consulting with the Attorney General, shall submit a report, in accordance with the provisions of section 11-4a of the general statutes, to the joint standing committee of the General Assembly having cognizance of matters relating to planning and zoning, on the potential cause or causes of failing concrete foundations. Not later than January 1, 2017, the Commissioner of Consumer Protection shall post such report on the Department of Consumer Protection's Internet web site.

Sec. 4. (NEW) (*Effective from passage*) Any documentation provided to or obtained by an executive branch agency, including documentation provided or obtained prior to the effective date of this section, relating to claims of faulty or failing concrete foundations in residential buildings by the owners of such residential buildings, and documents prepared by an executive branch agency relating to such documentation, shall be maintained as confidential by such agency for not less than seven years after the date of receipt of the documentation or seven years after the effective date of this section, whichever is later.

Sec. 5. Subsection (b) of section 1-210 of the 2016 supplement to the general statutes is amended by adding subdivision (28) as follows (*Effective from passage*):

(NEW) (28) Any documentation provided to or obtained by an executive branch agency, including documentation provided or obtained prior to the effective date of this section, relating to claims of faulty or failing concrete foundations in residential buildings by the owners of such residential buildings, and documents prepared by an executive branch agency relating to such documentation, for seven years after the date of receipt of the documentation or seven years after the effective date of this section, whichever is later.

Approved May 25, 2016

The New York Times | <http://nyti.ms/1WDaSTE>

N.Y. / REGION

With Connecticut Foundations Crumbling, 'Your Home Is Now Worthless'

By KRISTIN HUSSEY and LISA W. FODERARO JUNE 7, 2016

STAFFORD SPRINGS, Conn. — Sandra Miller was at work in January when her daughter called from their home here on Oakridge Drive with alarming news. The house was making loud noises, as if someone had jumped off the counter and landed with a bang. For seconds afterward, the house shook.

A while later, it happened again, and again. Over the next several hours, terrifying bangs rattled the house. The next morning, Ms. Miller called Bill Neal, a structural engineer, who delivered the same stunning news to her that he has now told hundreds of homeowners: The concrete foundation was crumbling and, as a result, her house was gradually collapsing.

Across nearly 20 towns in northeastern Connecticut, a slow-motion disaster is unfolding, as local officials and homeowners wrestle with an extraordinary phenomenon. Hundreds, possibly thousands, of home foundations that have been poured since the 1980s are cracking, with fissures so large you can slip a hand inside.

"This is such an emotional roller coaster," said Tim Heim, a homeowner who started the group Connecticut Coalition Against Crumbling Basements. "You can't

eat, you can't sleep. When you're told your home is now worthless and your biggest investment is now worthless, it's devastating."

The scope of the problem is so vast that state officials have begun an investigation, and they recently announced that the crumbling foundations had been traced to a quarry business and a related concrete maker, which have agreed to stop selling their products for residential use. The stone aggregate used in the concrete mixture has high levels of pyrrhotite, an iron sulfide mineral that can react with oxygen and water to cause swelling and cracking. Over the past 30 years, the quarry has provided concrete for as many as 20,000 houses.

As officials continue their investigation, the cascade of crumbling foundations poses a thicket of legal, emotional and financial issues and has prompted the state to create an official web page dedicated to the problem. Connecticut is also seeking help from the Federal Emergency Management Agency.

"It's the psychological toll of the uncertainty," said Jonathan A. Harris, the commissioner of the State Consumer Protection Department.

Beyond the financial hit, Mr. Harris said, a person's home is "where their kids were born and grandchildren play."

"There's an intangible side to this that's horrible," he continued.

Insurers have generally refused to pay for repairs, strictly defining the coverage of collapse by inserting the word "abrupt" in policy language. Repairing the homes requires replacing the entire foundation at costs that typically range from \$100,000 to over \$200,000. So far, 223 residents have filed formal complaints about crumbling foundations with the department, but officials believe many homeowners may be reluctant to contact the state, fearing problems from their banks and insurers.

Because the affected swath of the state is home mostly to working- and middle-class families, many face financial ruin since their homes represent the biggest part of their nest egg. Ms. Miller, whose insurance company has provide no financial

assistance, rented a nearby condominium after she was told that her family was no longer safe in their home.

But Ms. Miller said she could not pay both the monthly rent and the mortgage. Paying out of pocket to replace her home's foundation, she said, is well beyond reach. "I don't know too many people that have \$170,000 in their wallet," she said. "And that's what it's going to cost to fix my home."

Mr. Neal, the structural engineer, has inspected hundreds of houses. In nearly all, he found concrete walls with distinctive crack patterns that resemble a road map with lines and fissures snaking in all directions — much different than the vertical cracks typically seen in foundations as they settle.

After hearing from tearful, angry residents at packed public meetings, state officials stepped in. In October, the state's Insurance Department warned insurers not to cancel policies because of a foundation's condition. Since insurers are denying claims, that warning may not help with the concrete problem, officials say, but it should at least prevent homeowners from losing insurance protection all together.

Last month, the Connecticut General Assembly passed a bill that would, among other things, allow homeowners with failing foundations to request a reassessment of their property values and require contractors to record the supplier of concrete for residential foundations. Gov. Dannel P. Malloy, a Democrat, signed the bill into law last week.

Another measure that sought to ease victims' financial losses was less successful. State Senator Tony Guglielmo, a Republican, had proposed a \$50 million bond to help homeowners. But Democrats in the State House rejected it, arguing such a measure should wait until the full extent of the problem was better understood.

"I'm not a big-government guy, by any stretch, but there are some problems where you need government intervention because of the magnitude," Mr. Guglielmo said. "We've had meetings where there were 500 people, and it's been very emotional."

After an investigation by the NBC station WVIT, the governor directed the Consumer Protection Department and the attorney general to investigate possible wrongdoing and to determine the scope of the problem and what, if any, assistance was available for homeowners.

While the state has traced the affected concrete to the quarry business, Becker Construction Company, which operates in Willington, officials have not ruled out other factors. One riddle is the absence of official reports of failing concrete in public or commercial projects that used material from the same quarry, and a concrete maker, the Joseph J. Mottes Company.

John Patton, a spokesman for both companies, has attributed the crumbling foundations to improper installation, specifically the tendency of some contractors to add water to wet concrete to make it pour faster. That was especially true, he said, during a building boom in the 1980s.

By law, Mr. Patton noted, inspectors are on site during commercial and public jobs, ensuring that concrete is mixed and installed properly. "We also know that during the time frame in question, other ready mix providers in the area used the same aggregate from the same source," he said.

Stephan Lackman, a former Mottes employee, said the Becker family, which owns both Mottes and Becker, started using material from the Willington quarry after its gravel supply was depleted during the 1980s. Mr. Patton acknowledged that Mottes first began using aggregate from the quarry in the 1980s, but said the company's original gravel supply was in use until 2014.

The mineral has been identified as a culprit in disintegrating foundations elsewhere. In April, Prime Minister Justin Trudeau of Canada repeated a pledge to allot \$30 million in aid to homeowners in the province of Quebec whose foundations were failing.

"I saw with my very own eyes the difficult situation in which too many families live because of pyrrhotite," Mr. Trudeau told reporters.

As officials seek answers in Connecticut, homeowners are looking for someone to hold accountable. A class-action lawsuit filed in February accuses insurers of a "concerted scheme" to deny coverage. And some residents are angry that it has taken the state so long to address the problem.

Mike Halloran, a plaintiff in the lawsuit, said some of his co-workers, neighbors and acquaintances also had cracking foundations. "Ken the plumber," Mr. Halloran, a hospital mechanic, said. "A nurse in the O.R. A guy my wife works out with at the gym has it."

Mr. Heim, the homeowner who started the coalition, faulted state officials for ignoring warnings from a number of homeowners with the problem in the early 2000s. In 2003, a meeting was held in Hartford among lawmakers, homeowners and representatives of the attorney general's office and Consumer Protection Department. Nothing came of it.

"They had the power to stop this problem," Mr. Heim said, "and they chose not to."

It was only after the report by WVIT last summer that politicians at the state level took action, homeowners said.

Fifteen years ago, Linda J. and Robert Tofolowsky filed a formal complaint with the Consumer Protection Department against Mottes. It detailed the cracks that had formed in the foundation of their home here during the mid-1990s. The couple said several other homeowners had similar problems with concrete supplied by Mottes.

The couple sued the company in 1995 and lost. But before the resolution of the lawsuit, Mrs. Tofolowsky, in a handwritten note attached to the 2001 complaint, warned of the calamity to come.

"It has been six years since we filed against J. J. Mottes," she wrote. "But I am not waiting for the court to make a decision, since we have found these seven other homes with failed foundations. I need to let the public know about this company, J. J. Mottes. So that maybe someone else will not lose their biggest investment, their home."

Kristin Hussey reported from Stafford Springs, and Lisa W. Foderaro from New York.

A version of this article appears in print on , on page A17 of the New York edition.

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MH*
CC: Maria Capriola, Assistant Town Manager; Jessie Richard, Planning and Community Development Assistant; Patricia Schneider, Director of Human Services
Date: June 13, 2016
Re: Fair Housing Policy and Resolution

Subject Matter/Background

As a policy matter and as a legal requirement, it is important for the Town to help ensure that all citizens are afforded a right to full and equal housing opportunities. The Town's Fair Housing Action Plan recommends periodic adoption of a Resolution reaffirming our commitment to Fair Housing. This action also helps to educate the greater community regarding the importance of Fair Housing.

Recommendation

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

Move, effective June 13, 2016, to adopt the attached Fair Housing Resolution.

Attachments

1) Fair Housing Resolution



TOWN OF MANSFIELD
FAIR HOUSING RESOLUTION

Whereas, All American citizens are afforded a right to full and equal housing opportunities in the neighborhood of their choice; and

Whereas, State and Federal Fair Housing laws require that all individuals, regardless of race, color, religion, sex, national origin, ancestry, marital status, age, mental or physical disability, lawful source of income, sexual orientation, familial status, be given equal access to rental and homeownership opportunities, and be allowed to make free choices regarding housing location; and

Whereas, The Town of Mansfield is committed to upholding these laws, and realizes that these laws must be supplemented by an Affirmative Statement publicly endorsing the right of all people to full and equal housing opportunities in the neighborhood of their choice.

NOW, THEREFORE, BE IT RESOLVED, That the Town Council of the Town of Mansfield hereby endorses a Fair Housing Policy to ensure equal opportunity for all persons to rent, purchase and obtain financing for adequate housing of their choice on a non-discriminatory basis: and BE IT FURTHER RESOLVED, That the Town Manager of the Town of Mansfield, or his/her designated representative is responsible for responding to and assisting any person who alleges to be the victim of an illegal discriminatory housing practice in the Town of Mansfield.

Adopted by the Mansfield Town Council on June 13, 2016.

Certified a true copy of a resolution adopted by the Town of Mansfield at a meeting of its Town Council on June 13, 2016 and which has not been rescinded or modified in any way whatsoever.

Date

Clerk

(Seal)



**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MH*
CC: Maria Capriola, Assistant Town Manager; Allen Corson, Director of Facilities Management
Date: June 13, 2016
Re: Lease Agreement with Mansfield Historical Society

Subject Matter/Background

Attached please find a proposed lease agreement between the Town and the Mansfield Historical Society for the Society's continued lease of two municipal buildings located at 954 Storrs Road – the "Town Office Building" and the "Old Town Hall." Both buildings collectively comprise 4,200 square feet.

The proposed lease would replace two separate lease agreements, one which dates back to 1986 and the other to 1994, and consolidate these agreements into one legal instrument. In consultation with Town Attorney Kevin Deneen, I have negotiated the proposed lease with local attorney Stephen Bacon, the Society's legal counsel.

Some key terms of the proposed agreement include:

- *Term* – The term would be 20 years following the commencement date.
- *Rent & Utilities* – Under the current agreement, the Society pays \$200 per month (\$2,400 per annum) for the Town Office Building and \$1 per year for the Old Town Hall, in addition to reimbursing the Town for fuel oil expenses. At some point, the Town fell out of practice of billing the Society for fuel oil; fuel oil costs for these two buildings average \$3,500 per year. Under the proposed agreement, the Society would cover the cost of all utilities (electricity, phone and fuel oil) in lieu of a rent payment. I am making this recommendation due to the Society's limited resources and in consideration of the valuable service it provides to the community.
- *Maintenance & Repairs* – As the Lessor, the Town would continue to be responsible for maintaining the exterior of the building, including snow removal, as well as more significant interior repairs. As the Lessee, the Society would remain responsible for general interior repairs and redecorating.

- *Damages & Personal Injury* – The Society would be required to indemnify the Town in certain circumstances and to carry appropriate levels of insurance, as recommended by our insurance carrier and Town Attorney.
- *Use of Premises* – The Society would need to continue to use the premises as a museum, open to the public during certain periods of the year.

Financial Impact

See notes regarding the rent & utilities above.

Legal Review

As explained above, the Town Attorney has assisted me with preparation of the agreement and has approved the instrument according to form.

Recommendation

The Historical Society has been a good partner and provides a valuable service to the community. I believe the terms of the agreement are fair to both parties and recommend that the Council authorize me to execute the proposed agreement.

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

Move, effective June 13, 2016, to authorize the Town Manager to execute the attached Lease Agreement between the Town of Mansfield and the Mansfield Historical Society, Inc.

Attachments

- 1) Proposed Lease Agreement between Town of Mansfield and Mansfield Historical Society
- 2) Lease Agreement for Town Office Building
- 3) Lease Agreement for Old Town Hall

LEASE

THIS INDENTURE, made by and between the TOWN OF MANSFIELD, a municipal corporation with its territorial limits within the County of Tolland and State of Connecticut, (hereinafter referred to as the "Lessor"), and MANSFIELD HISTORICAL SOCIETY, INC., (hereinafter referred to as the "Lessee");

WITNESSETH:

Whereas, the Lessor is the owner of two certain buildings located on the easterly side of Route 195 within the Town of Mansfield both buildings known as No. 954 Storrs Road and more commonly called the "Town Office Building" and "Old Town Hall" respectively and;

Whereas, the Lessor is desirous of preserving and maintaining said buildings for historical purposes and;

Whereas, the Lessee also is desirous of maintaining a museum with appropriate exhibits for the purpose of education and enlightenment and for the general welfare of the inhabitants of the Town of Mansfield, more specifically so that the inhabitants of the Town of Mansfield may have the opportunity to view and study works of art and items of historical interest pertaining to the Town of Mansfield

NOW THEREFORE:

The parties hereto in consideration of the mutual promises herein contained, do hereby mutually agree as follows:

LEASE

That the Lessor has leased and does hereby lease to the Lessee and Lessee does hereby lease from Lessor those two certain buildings known as "Town Office Building" and "Old Town Hall" both located at No. 954 Storrs Road, together with the right of entrance to and egress from said buildings and together with the right in common with the Lessor to use the parking lot to the rear of said premises.

Said premises are to be used for the purpose of maintaining a museum on said premises for the purpose described above.

Said lease shall commence on _____ and shall continue for a period of twenty (20) years, subject, however, to the provision entitled "Termination" set forth hereinafter.

RENT AND UTILITIES

As its rent payment, Lessee shall be responsible for paying the cost of utilities serving said premises. Specifically, Lessee shall be responsible for providing electricity and telephone service, and shall also provide custodial services in order to keep the interior of said premises in good condition.

The Lessor shall be responsible for providing heat, but Lessee shall reimburse the Lessor for all the fuel costs for such purposes upon receipt of proper invoices from the Lessor. Lessor shall also be responsible for providing periodic maintenance of the furnace, and for taking whatever other measures are necessary to insure that the building is properly heated at all times.

MAINTENANCE

Lessor shall maintain the grounds and walks surrounding said premises in good condition, which maintenance shall include sanding of walks, removal of snow and ice, and the general care of the lawns, trees and shrubs on said premises.

REPAIRS

Lessee shall be responsible for all interior repairs and redecorating, and replacement of all broken glass and for all repairs, whether interior, exterior or structural made necessary by the negligence of the Lessee or Lessee's agents. Lessor shall be responsible for the structural interior repairs, repairs to the plumbing, heating and electrical systems, to the water supply and septic systems, and for exterior repairs, except when such repairs are made necessary by the negligence of the Lessee or the Lessee's agents.

RENOVATIONS

The Lessee shall not perform any renovations or redecoration without the written consent of the Lessor.

DAMAGE BY FIRE

And it is further agreed between the parties that in the event the buildings in which the leased premises are situated shall be totally damaged by fire or otherwise, this Lease shall be terminate as of the date of said destruction. In case said buildings are partially damaged by fire or otherwise the Lessor in its sole discretion will determine if the premises will be repaired. Should the Lessor decide not to make such repairs, the Lessor shall then have the right to terminate this lease upon thirty (30) days written notice to the Lessee.

FIRE

Lessor shall carry at its expense fire and extended coverage for the building on the leased premises. Lessee shall carry at its own expense personal property insurance insuring all furnishings and furniture, exhibits, show and display cases and any other items of personal property placed within said premises.

DAMAGE TO LESSEE'S PROPERTY

Lessee agrees that no damage shall be claimed by said Lessee for injury to the property of said Lessee located on the leased premises caused by water or the elements, or any other cause, other than the negligence of the Lessor.

PERSONAL INJURIES OR PROPERTY DAMAGE ON LEASED PREMISES

That the Lessee shall indemnify, defend and save the Lessor harmless from any and all claims, of damages for injuries to person(s) or property allegedly arising out of, or sustained upon the leased premises, and shall furnish evidence of insurance covering this obligation which shall be satisfactory to the Lessor covering injuries to persons and to property, with a minimum Single Limit Coverage of \$2,000,000 primary (per occurrence) with \$4 million aggregate. The Lessee agrees to pay all premiums and charges for all the aforesaid insurance, and if the Lessee shall fail to make such payment when due, in addition to all other remedies for the breach of the lease, the Lessor may make said payment and the Lessee agrees to pay the amount thereof to the Lessor on demand. The Lessee shall not violate or permit to be violated any condition of any said policies, and the Lessee shall so perform and satisfy the requirements of the companies writing such policies that at all times companies of good standing satisfactory to the Lessor shall be willing to write such insurance. Said insurance shall name the Lessee and the Lessor as "the insured" and such insurance will be primary and non-contributory with regard to any insurance policies of the Lessor. Lessee agrees to provide Lessor with a certificate of insurance evidencing such coverage upon execution of this lease agreement. A copy such insurance policy, which evidences Lessor insured status (additional insured endorsement if they cannot have two named insureds) will be provided to Lessor within three (3) months of execution of lease and every policy renewal year thereafter. Lessor will be notified of any policy termination or cancellation within thirty (60) days of termination or cancellation of the policy.

RESERVATION OF USE

The Lessor reserves the right to use said premises for the purpose of conducting occasional special meetings, provided the Lessor notifies the Lessee of such use at least seven (7) days prior to such meeting and provided that such date does not conflict with events scheduled by the Lessee.

The Lessor also reserves the exclusive right to use a secure and separate storage area in the basement of said premises. Said area shall be mutually agreed upon by the parties hereto.

SIGNS

Lessee may erect one free-standing sign on the premises, provided said sign is permitted by the zoning regulations of the Town of Mansfield.

USE OF PREMISES AS A MUSEUM

Lessee agrees to use said premises as a museum, as described hereinabove, which museum shall be open to the public. The Lessee shall have the right to determine the hours and days when the museum shall be open to the public, and the Lessee may charge a nominal fee for admission, provided the Lessee shall file with the Lessor on or before April 1st and September 1st of each year, the hours and the days the museum will be open.

HOLDING OVER BY LESSOR

And it is further agreed that in case the said Lessee shall, with the written consent of the said Lessor endorsed hereon, or on the duplicate hereof, at any time hold over the said premises, beyond the period above specified as the termination of this Lease, then the said Lessee shall hold said premises upon the same terms, and under the same stipulations and agreements as are in this instrument contained, and no holding over by said Lessee shall operate to renew this Lease without such written consent of said Lessor.

COMPLIANCE WITH STATE AND LOCAL LAWS

And it is further agreed between the parties hereto, that Lessee is to comply with, and to conform to all the laws of the State of Connecticut, and the bylaws, rules and regulations of the Town within which the premises are situated, relating to health, nuisance, fire, highways and sidewalks, so far as the premises hereby leased are, or may be concerned; and to save the Lessor harmless from all fines, penalties and costs for violation of or non-compliance with the same,

and that said premises shall at all times open to the inspection of said Lessor, or Lessor's agents, to applicants for purchase or lease, and for necessary repairs.

RIGHT TO LEASE

And the said Lessor covenants with the said Lessee that said Lessor has good right to lease said premises in manner aforesaid, and that said Lessor will suffer and permit said Lessee (said Lessee keeping all the covenants on Lessee's part as hereinafter contained) to occupy, possess and enjoy said premises during the term aforesaid, without hindrance or molestation from said Lessor or any person claiming by, from or under said Lessor.

COVENANTS OF LESSEE

And the said Lessee covenants with the said Lessor to hire said premises and to pay the rent therefore as aforesaid, that Lessee will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; and also that Lessee will not assign this lease nor underlet a part or the whole of said leased premises, nor use the same for any purpose but that hereinbefore authorized, without written permission from said Lessor but will deliver up the same at the expiration or sooner termination of the Lessee's tenancy in as good condition as it is now, ordinary wear, fire and other unavoidable casualties excepted.

RIGHTS OF DEFAULT

Provided, however, and it is further agreed that if the said Lessee shall assign this lease, or underlet or otherwise dispose of the whole or any part of said demised premises, or use the same for any purpose but that hereinbefore authorized, or shall commit waste or suffer the same to be committed on the premises, or injure or misuse the same, or in the event of the bankruptcy of the Lessee or an assignment for benefit of creditors, or in the event the Lessee files a Certificate with the Secretary of State of dissolution, the Lessor shall have the right to terminate this Lease upon giving ten (10) days written notice of the cause of default and intention to terminate the Lease to the Lessee; and this Lease shall terminate unless the cause of default is corrected by said Lessee within the ten (10) day period; and the Lessor may, at any time thereafter, re-enter said premises, and the same have and possess as of said Lessor's former estate, and without such re-entry, may recover possession thereof in the manner prescribed by the statute relating to summary process; it being understood that no demand for rent, and no re-entry for condition broken, as at common law, shall be necessary to enable Lessor to recover such possession pursuant to said statute relating to summary process, but that all right to any such demand, or any such re-entry is hereby expressly waived by the said Lessee.

RIGHT OF ENTRY AND INSPECTION

Lessor reserves the right to inspect the premises or to show the premises for sale or lease upon giving twenty-four (24) hours advance notice and to enter the premises for purposes of making general and emergency repairs.

TERMINATION

It is understood and agreed that either party hereto may terminate this agreement at any time during the term hereof upon giving the other party one hundred eighty (180) days' notice thereof in writing.

ENTIRE AGREEMENT

The instrument contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

This Lease shall be binding upon the parties hereto, their respective administrators, successors and assigns.

IN WITNESS WHEREOF, the Town of Mansfield has caused the instrument to be executed in its name and behalf by its duly authorized officer, this ____ day of ____, 2016.

Signed, Sealed and Delivered
In the presence of:

Matthew W. Hart, Town Manager

IN WITNESS WHEREOF, the Mansfield Historical Society, Inc. has caused this instrument to be executed in its name and behalf by its duly authorized officer, this ____ day of _____, 2015.

Signed, sealed and Delivered
In the presence of:

Keith E. Wilson, President

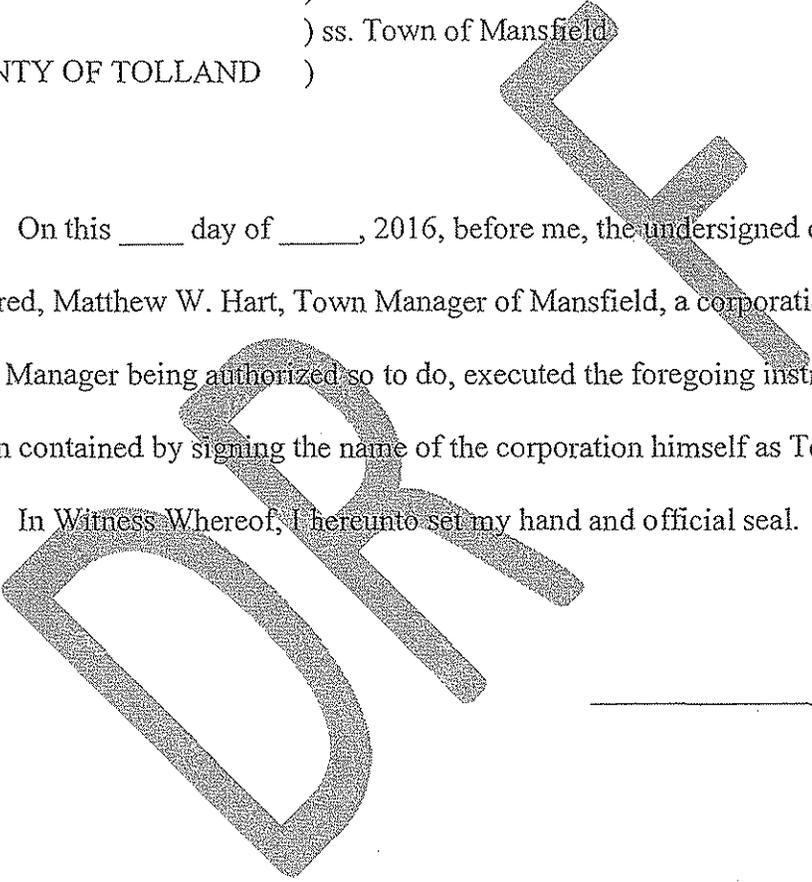
STATE OF CONNECTICUT)

) ss. Town of Mansfield

COUNTY OF TOLLAND)

On this ____ day of _____, 2016, before me, the undersigned officer personally appeared, Matthew W. Hart, Town Manager of Mansfield, a corporation, and that he as such Town Manager being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation himself as Town Manager.

In Witness Whereof, I hereunto set my hand and official seal.



STATE OF CONNECTICUT)

) ss. Town of Mansfield

COUNTY OF TOLLAND)

On this ____ day of _____, 2016, before me, the unsigned officer, personally appeared, Keith E. Wilson, President of the Mansfield Historical Society, Inc., a corporation, and that he as

such President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as president.

In Witness Whereof, I hereunto set my hand and official seal.

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L E A S E

THIS INDENTURE, made by and between the TOWN OF MANSFIELD, a municipal corporation with its territorial limits within the County of Tolland and State of Connecticut, (hereinafter referred to as the "Lessor"), and MANSFIELD HISTORICAL SOCIETY, INC., (hereinafter referred to as the "Lessee");

W I T N E S S E T H:

Whereas, the Lessor is the owner of a certain building located on the easterly side of Route 195 within the Town of Mansfield known as No. 954 Storrs Road and more commonly called the "Town Office Building" and;

Whereas, the Lessor is desirous of preserving and maintaining said building for historical purposes and;

Whereas, the Lessee also is desirous of maintaining a museum with appropriate exhibits for the purpose of education and enlightenment and for the general welfare of the inhabitants of the Town of Mansfield, more specifically so that the inhabitants of the Town of Mansfield may have the opportunity to view and study works of art and items of historical interest pertaining to the Town of Mansfield.

NOW THEREFORE:

The parties hereto in consideration of the mutual promises herein contained, do hereby mutually agree as follows:

LEASE

That the Lessor has leased and does hereby lease to the Lessee and Lessee does hereby lease from Lessor that certain building known as "Town Office Building" located at No. 954 Storrs Road, together with the right of entrance to and egress from said building and together with the right in common with the Lessor to use the parking lot to the rear of said premises.

Said premises are to be used for the purpose of maintaining a museum on said premises for the purposes described above.

Said lease shall commence on December 18, 1994, and shall continue for a period of twenty (20) years, subject, however, to the provision entitled "Termination" set forth hereinafter.

RENT

The Lessee shall pay rent to the Lessor based on the following schedule:

Year 1 - 5	\$100.00/month 12/94 - 12/99
Year 6 - 10	\$150.00/month 2000 - 2004
Year 11 - 15	\$175.00/month 12/05 - 12/09
Year 16 - 20	\$200.00/month 12/10 - 12/14

UTILITIES

Lessee shall be responsible for providing electricity and telephone service, and shall also provide custodial services in order to keep the interior of said premises in good condition.

The Lessor shall be responsible for providing heat, but Lessee shall reimburse the Lessor for all fuel costs for such purposes upon receipt of proper invoices from the Lessor. Lessor shall also be responsible for providing periodic maintenance of the furnace, and for taking whatever other measures are necessary to insure that the building is properly heated at all times.

MAINTENANCE

Lessor shall maintain the grounds and walks surrounding said premises in good condition, which maintenance shall include sanding of walks, removal of snow and ice, and the general care of the lawns, trees and shrubs on said premises.

REPAIRS

Lessee shall be responsible for all interior repairs and redecorating, and replacement of all broken glass and for all repairs, whether interior, exterior or structural made necessary by the negligence of the Lessee or Lessee's agents. Lessor shall be responsible for structural interior repairs, repairs to the plumbing, heating and electrical systems, to the water supply and septic systems, and for exterior repairs, except when such repairs are made necessary by the negligence of the Lessee or the Lessee's agents.

RENOVATIONS

The Lessee shall not perform any renovations or redecoration without the written consent of the Lessor.

DAMAGE BY FIRE

And it is further agreed between the parties that in the event the building in which the leased premises are situated shall be totally damaged by fire or otherwise, this Lease shall terminate as of the date of said destruction. In case said building is partially damaged by fire or otherwise the Lessor in its sole discretion will determine if the premises will be repaired. Should the Lessor decide not to make such repairs, the Lessor shall

then have the right to terminate this lease upon thirty (30) days written notice to the Lessee.

FIRE

Lessor shall carry at its expense fire and extended coverage for the building on the leased premises. Lessee shall carry at its own expense personal property insurance insuring all furnishing and furniture, exhibits, show and display cases and any other items of personal property placed within said premises.

DAMAGE TO LESSEE'S PROPERTY

Lessee agrees that no damage shall be claimed by said Lessee for injury to the property of said Lessee located on the leased premises caused by water or the elements, or any other cause, other than the negligence of the Lessor.

PERSONAL INJURIES OR PROPERTY DAMAGE ON LEASED PREMISES

That the Lessee shall save the Lessor harmless from any and all claims of damages for injuries to person or property allegedly sustained upon the leased premises, and shall furnish evidence of insurance covering this obligation which shall be satisfactory to the Lessor covering injuries to persons and to property, Single Limit Coverage of \$100,000. The Lessee agrees to pay all premiums and charges for all the aforesaid insurance, and if the Lessee shall fail to make any such payment when due, the Lessor may make it and the Lessee agrees to pay the amount thereof to the Lessor on demand. The Lessee shall not violate or permit to be violated any condition of any of said policies, and the Lessee shall so perform and satisfy the requirements of the companies writing such policies that at all times companies of good standing satisfactory to the Lessor shall be willing to write such insurance. Said insurance shall name the Lessee and the Lessor as "the insured".

RESERVATION OF USE

The Lessor reserves the right to use said premises for the purpose of conducting occasional special meetings, provided the Lessor notifies the Lessee of such use at least seven (7) days prior to such meeting and provided that such date does not conflict with events scheduled by the Lessee.

The Lessor also reserves the exclusive right to use a secure and separate storage area in the basement of said premises. Said area shall be mutually agreed upon by the parties hereto.

SIGNS

Lessee may erect one free-standing sign on the premises, provided said sign is permitted by the zoning regulation of the Town of Mansfield.

USE OF PREMISES AS A MUSEUM

Lessee agrees to use said premises as a museum, as described hereinabove, which museum shall be open to the public. The Lessee shall have the right to determine the hours and days when the museum shall be open to the public, and Lessee may charge a nominal fee for admission, provided the Lessee shall file with the Lessor on or before April 1st and September 1st of each year, the hours and the days the museum will be open.

HOLDING OVER BY LESSOR

And it is further agreed that in case the said Lessee shall, with the written consent of the said Lessor endorsed hereon, or on the duplicate hereof, at any time hold over the said premises, beyond the period above specified as the termination of this Lease, then the said Lessee shall hold said premises upon the same terms, and under the same stipulations and agreements as are in this Instrument contained, and no holding over by said Lessee shall operate to renew this Lease without such written consent of said Lessor.

COMPLIANCE WITH STATE AND LOCAL LAWS

And it is further agreed between the parties hereto, that the Lessee is to comply with, and to conform to all the laws of the State of Connecticut, and the bylaws, rules and regulations of the Town within which the premises are situated, relating to health, nuisance, fire, highways and sidewalks, so far as the premises hereby leased are, or may be concerned; and to save the Lessor harmless from all fines, penalties and costs for violation of or non-compliance with the same, and that said premises shall be at all times open to the inspection of said Lessor, or Lessor's agents, to applicants for purchase or lease, and for necessary repairs.

RIGHT TO LEASE

And the said Lessor covenants with the said Lessee that said Lessor has good right to lease said premises in manner aforesaid, and that said Lessor will suffer and permit said Lessee (said Lessee keeping all the covenants on Lessee's part as hereinafter contained) to occupy, possess and enjoy said premises during the term aforesaid, without hindrance or molestation from said Lessor or any person claiming by, from or under said Lessor.

COVENANTS OF LESSEE

And the said Lessee covenants with the said Lessor to hire said premises and to pay the rent therefore as aforesaid, that Lessee will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; and also that Lessee will not assign this lease nor underlet a part or the whole of said leased premises, nor use the same for any purpose but that hereinbefore authorized, without written permission from said Lessor but will deliver up the same at the expiration or sooner termination of Lessee's tenancy in as good condition as it is now, ordinary wear, fire and other unavoidable casualties excepted.

RIGHTS OF DEFAULT

Provided, however, and it is further agreed that if the said Lessee shall assign this lease, or underlet or otherwise dispose of the whole or any part of said demised premises, or use the same for any purpose but that hereinbefore authorized, or shall commit waste or suffer the same to be committed on the premises, or injure or misuse the same, or in the event of the bankruptcy of the Lessee or an assignment for benefit of creditors, or in the event the Lessee files a Certificate with the Secretary of State of dissolution, the Lessor shall have the right to terminate this Lease upon giving ten (10) days written notice of the cause of default and intention to terminate the Lease to the Lessee, and this Lease shall terminate unless the cause of default is corrected by said Lessee within the ten (10) day period; and the Lessor may, at any time thereafter, re-enter said premises, and the same have and possess as of said Lessor's former estate, and without such re-entry, may recover possession thereof in the manner prescribed by the statute relating to summary process; it being understood that no demand for rent, and no re-entry for condition broken, as at common law, shall be necessary to enable Lessor to recover such possession pursuant to said statute relating to summary process, but that all right to any such demand, or any such re-entry is hereby expressly waived by the said Lessee.

RIGHT OF ENTRY AND INSPECTION

Lessor reserves the right to inspect the premises or to show the premises for sale or lease upon giving twenty-four (24) hours advance notice and to enter the premises for purposes of making emergency repairs.

TERMINATION

It is understood and agreed that either party hereto may terminate this agreement at any time during the term hereof upon giving the other party one hundred eighty (180) days notice thereof in writing.

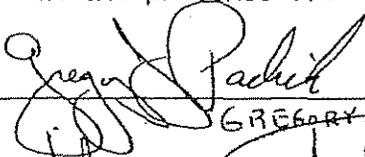
ENTIRE AGREEMENT

This instrument contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

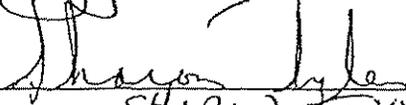
This Lease shall be binding upon the parties hereto, their respective administrators, successors and assigns.

IN WITNESS WHEREOF, the Town of Mansfield has caused this instrument to be executed in its name and behalf by its duly authorized officer, this day of 1994.

Signed, Sealed and Delivered in the presence of:



GREGORY J. PADICK



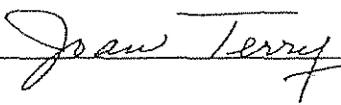
SHARON J. TYLER

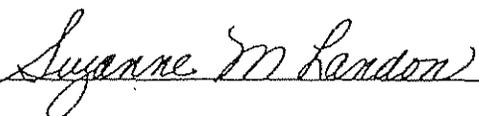


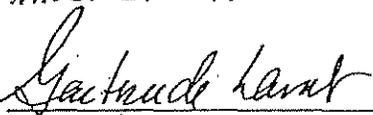
Town Manager

IN WITNESS WHEREOF, the Mansfield Historical Society, Inc. has caused this instrument to be executed in its name and behalf by its duly authorized officer, this 26th day of AUGUST 1994.

Signed, Sealed and Delivered in the presence of:





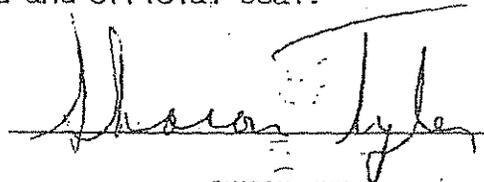
MANSFIELD HISTORICAL SOCIETY,


President

STATE OF CONNECTICUT)
) ss. Town of Mansfield
COUNTY OF TOLLAND)

On this 31ST day of AUGUST 1994, before me, the undersigned officer personally appeared, Martin H. Berliner, Town Manager of Mansfield, a corporation, and that he as such Town Manager being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Town Manager.

In Witness Whereof, I hereunto set my hand and official seal.

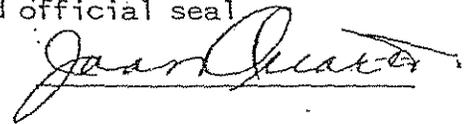


SHARON TYLER
NOTARY PUBLIC
MY COMMISSION EXPIRES
JANUARY 31, 1998

STATE OF CONNECTICUT)
) ss. Town of Mansfield
COUNTY OF TOLLAND)

On this 26TH day of AUGUST, 1994, before me, the undersigned officer, personally appeared, GERTRUDE LAMB, President of the Mansfield Historical Society, Inc., corporation, and that (s)he as such President being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

In Witness Whereof, I hereunto set my hand and official seal



JOAN QUARTO
NOTARY PUBLIC
MY COMMISSION EXPIRES
JANUARY 31, 1998

original copy

L E A S E

THIS INDENTURE, made by and between the TOWN OF MANSFIELD, a municipal corporation with its territorial limits within the County of Tolland and State of Connecticut, (hereinafter referred to as the "Lessor"), and MANSFIELD HISTORICAL SOCIETY, INC., (hereinafter referred to as the "Lessee");

W I T N E S S E T H:

Whereas, the Lessor is the owner of a certain building located on the easterly side of Route 195 within the Town of Mansfield at 954 Storrs Road and more commonly called the "Old Town Hall" and;

Whereas, the Lessor is desirous of preserving and maintaining said building for historical purposes and;

Whereas, the Lessee also is desirous of maintaining a museum with appropriate exhibits for the purpose of education and enlightenment and for the general welfare of the inhabitants of the Town of Mansfield, more specifically so that the inhabitants of the Town of Mansfield may have the opportunity to view and study works of art and items of historical interest pertaining to the Town of Mansfield.

NOW THEREFORE:

The parties hereto in consideration of the mutual promises herein contained, do hereby mutually agree as follows:

LEASE

That the Lessor has leased and does hereby lease to the Lessee and Lessee does hereby lease from Lessor that certain building known as "Old Town Hall" located at 954 Storrs Road, together with the right of entrance to and egress from said building and together with the right in common with the Lessor to use the parking lot to the rear of said premises.

Said premises are to be used for the purpose of maintaining a museum on said premises for the purposes described above.

Said lease shall commence on July 1, 1986, and shall continue for a period of twenty-five (25) years, subject, however, to the provision entitled "Termination" set forth hereinafter.

CONSIDERATION

The Lessee shall pay to the Lessor the sum of One Dollar (\$1) per year as rent. The lessee will install a fire and security system appropriate to its

use and programs which will be tied into the Fire Dispatch Center. Improvements to possibly include improved lighting, water, sewage, and kitchen facilities will be added gradually over a period of years if funds become available

UTILITIES

Lessee shall be responsible for providing electricity and telephone service, and shall also provide custodial services in order to keep the interior of said premises in good condition.

The Lessor shall be responsible for providing heat, but Lessee shall reimburse the Lessor for all fuel costs for such purposes upon receipt of proper invoices from the Lessor. Lessor shall also be responsible for providing periodic maintenance of the furnace, and for taking whatever other measures are necessary to insure that the building is properly heated at all times.

MAINTENANCE

Lessor shall maintain the grounds and walks surrounding said premises in good condition, which maintenance shall include sanding of walks, removal of snow and ice, and the general care of the lawns, trees and shrubs on said premises.

REPAIRS

Lessee shall be responsible for all interior repairs and redecorating, and replacement of all broken glass and for all repairs, whether interior, exterior or structural made necessary by the negligence of the Lessee or Lessee's agents. Lessor shall be responsible for structural interior repairs, including repairs to the heating and electrical systems, and for exterior repairs, except when such repairs are made necessary by the negligence of the Lessee or the Lessee's agents.

RENOVATIONS

The Lessee shall not perform any renovations or redecoration without the written consent of the Lessor.

DAMAGE BY FIRE

And it is further agreed between the parties that in the event the building in which the leased premises are situated shall be totally damaged by fire or otherwise, this Lease shall terminate as of the date of said destruction. In case said building is partially damaged by fire or otherwise to the extent of less than \$3,500 of its value, the premises shall be repaired as speedily as possible to the extent that insurance proceeds are available to repair the premises. In the event that said building is partially damaged by fire or otherwise to the extent of more than \$3,500 of its value, the Lessor

shall then have the right to terminate this lease upon thirty (30) days written notice to the Lessee.

FIRE INSURANCE

Lessor shall carry at its expense fire and extended coverage for the building on the leased premises. Lessee shall carry at its own expense personal property insurance insuring all furnishing and furniture, exhibits, show and display cases and any other items of personal property placed within said premises.

DAMAGE TO LESSEE'S PROPERTY

Lessee agrees that no damage shall be claimed by said Lessee for injury to the property of said Lessee located on the leased premises caused by water or the elements, or any other cause, other than the negligence of the Lessor.

PERSONAL INJURIES OR PROPERTY DAMAGE ON LEASED PREMISES

That the Lessee shall save the Lessor harmless from any and all claims of damages for injuries to person or property allegedly sustained upon the leased premises, and shall furnish evidence of insurance covering this obligation which shall be satisfactory to the Lessor covering injuries to persons and to property, Single Limit Coverage of \$500,000. The Lessee agrees to pay all premiums and charges for all the aforesaid insurance, and if the Lessee shall fail to make any such payment when due, the Lessor may make it and the Lessee agrees to pay the amount thereof to the Lessor on demand. The Lessee shall not violate or permit to be violated any condition of any of said policies, and the Lessee shall so perform and satisfy the requirements of the companies writing such policies that at all times companies of good standing satisfactory to the Lessor shall be willing to write such insurance. Said insurance shall name the Lessee and the Lessor as "the insured."

RESERVATION OF USE

The Lessor reserves the right to use said premises for the purpose of conducting occasional special meetings, provided the Lessor notifies the Lessee of such use at least seven (7) days prior to such meeting and provided that such date does not conflict with events scheduled by the Lessee.

The Lessor also reserves the exclusive right to use a secure and separate storage area in the basement of said premises. Said area shall be mutually agreed upon by the parties hereto.

SIGNS

Lessee may erect one free-standing sign on the premises, provided said sign is permitted by the zoning regulation of the Town of Mansfield.

USE OF PREMISES AS A MUSEUM

Lessee agrees to use said premises as a museum, as described hereinabove, which museum shall be open to the public. The Lessee shall have the right to determine the hours and days when the museum shall be open to the public, and Lessee may charge a nominal fee for admission, provided the Lessee shall file with the Lessor on or before April 1st and September 1st of each year, the hours and the days the museum will be open.

HOLDING OVER BY LESSOR

And it is further agreed that in case the said Lessee shall, with the written consent of the said Lessor endorsed hereon, or on the cuplicate hereof, at any time hold over the said premises, beyond the period above specified as the termination of this Lease, then the said Lessee shall hold said premises upon the same terms, and under the same stipulations and agreements as are in this Instrument contained, and no holding over by said Lessee shall operate to renew this Lease without such written consent of said Lessor.

COMPLIANCE WITH STATE AND LOCAL LAWS

And it is further agreed between the parties hereto, that the Lessee is to comply with, and to conform to all the laws of the State of Connecticut, and the bylaws, rules and regulations of the Town within which the premises are situated, relating to health, nuisance, fire, highways and sidewalks, so far as the premises hereby leased are, or may be concerned; and to save the Lessor harmless from all fines, penalties and costs for violation of or non-compliance with the same, and that said premises shall be at all times open to the inspection of said Lessor, or Lessor's agents, to applicants for purchase or lease, and for necessary repairs.

RIGHT TO LEASE

And the said Lessor covenants with the said Lessee that said Lessor has good right to lease said premises in manner aforesaid, and that said Lessor will suffer and permit said Lessee (said Lessee keeping all the covenants on Lessee's part as hereinafter contained) to occupy, possess and enjoy said premises during the term aforesaid, without hindrance or molestation from said Lessor or any person claiming by, from or under said Lessor.

COVENANTS OF LESSEE

And the said Lessee covenants with the said Lessor to hire said premises and to pay the rent therefore as aforesaid, that Lessee will commit no waste, nor suffer the same to be committed thereon, nor injure nor misuse the same; and also that Lessee will not assign this lease nor underlet a part or the whole of said leased premises, nor use the same for any purpose but that hereinbefore authorized, without written permission from said Lessor but will deliver up the same at the expiration or sooner termination of Lessee's

tenancy in as good condition as it is now, ordinary wear, fire and other unavoidable casualties excepted.

RIGHTS OF DEFAULT

Provided, however, and it is further agreed that if the said Lessee shall assign this lease, or underlet or otherwise dispose of the whole or any part of said demised premises, or use the same for any purpose but that hereinbefore authorized, or shall commit waste or suffer the same to be committed on the premises, or injure or misuse the same, or in the event of the bankruptcy of the Lessee or an assignment for benefit of creditors, or in the event the Lessee files a Certificate with the Secretary of State of dissolution, the Lessor shall have the right to terminate this Lease upon giving ten (10) days written notice of the cause of default and intention to terminate the Lease to the Lessee, and this Lease shall terminate unless the cause of default is corrected by said Lessee within the ten (10) day period; and the Lessor may, at any time thereafter, re-enter said premises, and the same have and possess as of said Lessor's former estate, and without such re-entry, may recover possession thereof in the manner prescribed by the statute relating to summary process; it being understood that no demand for rent, and no re-entry for conditon broken, as at common law, shall be necessary to enable Lessor to recover such possession pursuant to said statute relating to summary process, but that all right to any such demand, or any such re-entry is hereby expressly waived by the said Lessee.

RIGHT OF ENTRY AND INSPECTION

Lessor reserves the right to inspect the premises or to show the premises for sle or lease upon giving twenty-four (24) hours advance notice and to enter the premises for purposes of making emergency repairs.

TERMINATION

It is understood and agreed that either party hereto may terminate this agreement at any time during the term hereof upon giving the other party one hundred eighty (180) days notice thereof in writing.

ENTIRE AGREEMENT

This instrument contains all the agreements and conditions made between the parties hereto and may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

This Lease shall be binding upon the parties hereto, their respective administrators, successors and assigns.

IN WITNESS WHEREOF, The Town of Mansfield has caused this instrument to be executed in its name and behalf by its duly authorized officer, this 17th day of July, 1986.

Signed, Sealed and Delivered
in the Presence of:

Joan T. Somes
JOAN T. SOMES

Martin H. Berlmer
Town Manager

Madelyn A. Eremita
MADELYN A. EREMITA

IN WITNESS WHEREOF, The Mansfield Historical Society, Inc. has caused this instrument to be executed in its name and behalf by its duly authorized officer, this 30th day of Sept, 1986.

Signed, Sealed and Delivered
in the presence of:

Madelyn A. Eremita
MADELYN A. EREMITA

George E. Whitman
President

Sharon Tyler
SHARON TYLER

PAGE
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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager; Patricia Schneider,
 Director of Human Services
Date: June 13, 2016
Re: Special Fare Agreement with Windham Region Transit District
 (WRTD)

Subject Matter/Background

The Town of Mansfield and the University of Connecticut have participated for many years in the Windham Regional Transit District Special Fare Program that allows UCONN students/employees and Mansfield residents to obtain a pass that allows fare free use of the Mansfield-Willimantic route. The Town and the University have split the cost of the program equally, spending between \$70,000 and \$75,000 annually. The agreement with the WRTD is currently up for renewal for the 2016-17 fiscal year.

The WRTD has been tracking the usage of both UCONN and Mansfield for the past fiscal year and the data (see attached) shows that the largest majority of rides (75%) are provided to UCONN pass holders. Town staff has been exploring options to make changes in the program that provide cost containment for the Town but still allow use of the program for those most in need.

Under the proposed special fare agreement, only lower income residents would be able to apply for a bus pass that would provide use of the Mansfield-Willimantic route at no cost to the pass holder. Staff in the Department of Human Services would administer the special fare program using the same guidelines as the Town's fee Waiver Program. Residents who meet the income guidelines for eligibility for a 50% fee waiver (see attached) would be entitled to receive a bus pass at no cost.

Financial Impact

The Town currently spends between \$30,000 and \$35,000 annually on the special fare program. For FY2016-17, the Town has budgeted \$20,000 for the revised program. Pursuant to the proposed agreement with WRTD, the program could be suspended once expenditures meet or exceed budget. Spending and billing are monitored on a quarterly basis.

Recommendation

Staff believes that the revised special fare program would provide a more prudent use of Town resources, and recommends that the Town Council authorize me to execute the proposed Memorandum of Understanding with the WRTD. The WRTD's standard fare is \$1, which is affordable for the majority of riders. However, those residents who qualify would still be able to obtain a pass to use the bus service at no cost to them.

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

Move, effective June 13, 2016, to authorize the Town Manager to execute the Memorandum of Agreement between the Town of Mansfield and the Windham Transit District to provide a Special Fare Program for qualifying Mansfield residents for FY 2016/17.

Attachments

- 1) Proposed MOU between Town of Mansfield and WRTD
- 2) WRTD, Special Fare Program Ridership Statistics
- 3) Mansfield Bus Pass Program, Income Limit Guidelines

**Memorandum of Understanding between
The Windham Region Transit District
and the Town of Mansfield
Special Fare Program
July 1, 2016 through June 30, 2017**

This Memorandum of Understanding between the Windham Regional Transit District (WRTD), Town of Mansfield (Mansfield) describes the agreed upon arrangements for funding the Special Fare Program for Mansfield residents who utilize the Storrs-Willimantic Bus service provided by the WRTD.

WRTD shall provide access to transportation on the Storrs-Willimantic bus line to Mansfield residents using a valid Mansfield bus pass. For these Mansfield residents WRTD shall not collect a fare at the time transportation is provided, subject to the following conditions:

- Customers shall access transportation by displaying the Mansfield bus pass to the WRTD driver upon boarding.
- The Mansfield bus pass shall only be used on the Storrs-Willimantic route buses. Customers boarding the Willimantic City bus without a transfer shall pay the regular WRTD fare.
- Customers may request a transfer at no charge to continue their trip on the WRTD City Bus route.
- The Mansfield bus pass is only valid only for the issued pass holder during the dates shown on the pass.

WRTD shall invoice quarterly the fare of \$1.00 per ride. This fare rate entered into upon this agreement shall remain at \$1.00 for the length of this contract, a period of one (1) year from July 1, 2016 through June 30, 2017. WRTD shall maintain accurate ridership data associated with the Special Fare program and bill the Town accordingly for eligible rides taken by issued pass holders.

Mansfield shall administer the bus passes to its residents in accordance with criteria developed by the Town. If, due to budgetary constraints, Mansfield needs to suspend or temporarily suspend the program, it shall notify the WRTD accordingly. Upon receiving valid notice from Mansfield, WRTD shall suspend the Special Fare program and charge Mansfield residents its usual and customary fare.

Both parties to this Memorandum of Understanding have had their designated representative's sign below to indicate their agreement with the terms and conditions.

This Agreement replaces any and all previous agreements for fares and/or services.

Ellen Grant
Windham Region Transit District

Date

Matthew W. Hart, Town Manager
Town of Mansfield

Date

Mansfield /UConn Special Fare Program

Month	Town Pass	% Town	UConn	% UCONN	Total
Jul-15	889	24%	2878	76%	3767
Aug-15	890	18%	3969	82%	4859
Sep-15	1230	14%	7548	86%	8778
Oct-15	2111	27%	5781	73%	7892
Nov-15	1633	26%	4666	74%	6299
Dec-15	1918	33%	3896	67%	5814
Jan-16	1916	36%	3424	64%	5340
Feb-16	1909	28%	4823	72%	6732
Mar-16	2325	32%	4858	68%	7183
Apr-16	2066	30%	4856	70%	6922
May-16	1692	32%	3678	68%	5370
Jun-16		#DIV/0!		#DIV/0!	0
Total	18579	27%	50377	73%	68956

Total



TOWN OF MANSFIELD
Mansfield Bus Pass Program
Income Limit Guidelines

Effective July 1st, 2016 to June 30th, 2017

Household Size	Maximum Qualifying Income
1	\$30,600
2	\$35,000
3	\$39,400
4	\$43,750
5	\$47,250
6	\$50,750
7	\$54,250
8 +	\$57,750

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *MWH*
CC: Maria Capriola, Assistant Town Manager; Kelly Lyman, Superintendent, MBOE; Bruce Silva, Superintendent, Region 19; Cherie Trahan, Director of Finance; Jaime Russell, Director of Information Technology
Date: June 13, 2016
Re: Agreement between the Town of Mansfield, the Mansfield Board of Education and the Regional School District No. 19 Board of Education for Employee Benefits, Financial Management, Information Technology and Risk Management Services

Subject Matter/Background

Attached please find a three-year successor Agreement between the Town of Mansfield, the Mansfield Board of Education and the Regional School District No. 19 Board of Education for Employee Benefits, Financial Management, Information Technology and Risk Management Services. As Council is aware, I have been working on the proposed successor agreement for some months now, in collaboration with town staff and the superintendents of schools.

The proposed successor agreement differs from the expiring agreement in three primary ways:

- The successor agreement is better organized, now by service area.
- The successor agreement includes an updated list of services.
- The successor agreement includes a new cost allocation methodology for financial management and information technology services. Under the new methodology, each partner will be responsible for paying the share of the operating budget and capital items (e.g. software) equivalent to its share of the department's workload. In staff's view, this will provide a fairer distribution of costs overtime. We recommend retaining the existing cost sharing methodology for employee benefits and risk management services in which a percentage of the Assistant Town Manager's salary is charged to the health insurance fund, as those services are less of a shared service and are provided by the Town to the school districts on a request basis.

Financial Impact

For FY 2016/17, the partners will contribute the sums allocated in their respective operating budgets for the service areas listed in the agreement. Beginning in FY 2017/18, the parties would employ a new cost sharing methodology for financial management and information technology services, as described above. Under the new methodology, staff does not anticipate that costs will vary significantly from the current fee structure, at least in the near term. However, in staff's view allocating costs according to workload is a more equitable cost sharing methodology, especially over time. (Please see the attached memorandum from the Director of Finance for more detail.)

Legal Review

The Town Attorney has assisted me in drafting the proposed successor agreement.

Recommendation

I understand that the Council may need more than one meeting to discuss the proposed renewal agreement. From staff's perspective, it includes some significant improvements to the expiring agreement, as described above.

Both superintendents of schools are comfortable with the terms of the proposed agreement. All three parties have maintained an effective working relationship over the years, which is many ways attributable to our shared services arrangement.

Once the Council is ready, I recommend that you authorize me to execute the proposed successor agreement.

The following motion is suggested:

Move, effective _____, to authorize the Town Manager to execute the Agreement between the Town of Mansfield, the Mansfield Board of Education and the Regional School District No. 19 Board of Education for Employee Benefits, Financial Management, Information Technology and Risk Management Services, for a term beginning on July 1, 2016 and expiring on June 30, 2019.

Attachments

- 1) Proposed Shared Services Agreement
- 2) C. Trahan re Cost Allocation Rationale
- 3) Expiring Shared Services Agreement

**Agreement between the Town of Mansfield,
the Mansfield Board of Education and
the Regional School District No. 19 Board of Education
for Employee Benefits, Financial Management,
Information Technology and Risk Management Services**
6/13/16 draft

This Agreement made this _____ day of _____, 20__ by and between the Town of Mansfield (hereinafter referred to as the "Town"), the Mansfield Board of Education (hereinafter referred to as the "Mansfield Board") and the Regional School District No. 19 Board of Education (hereinafter referred to as the "R-19 Board"), collectively referred to as the "Parties."

Whereas, the Town, the Mansfield Board and the R-19 Board share certain employee benefits, financial management, information technology and risk management services;

Whereas, the Parties collectively have the necessary staffing, equipment and materials to undertake these activities; and

Whereas, to the extent that this Agreement is entered into by and between the Mansfield Board and the R-19 Board, such boards of education enter into such Agreement in accordance with the provisions of Connecticut General Statutes §10-158a.

Now, therefore, the parties do mutually agree as follows:

- I. Employee Benefits and Risk Management
- A. The Town, working through its Town Manager and his/her designee (e.g. Assistant Town Manager), shall perform and carry out in a satisfactory and proper manner a scope of activities acceptable to the Parties, for the purpose of providing to the Mansfield Board and the R-19 Board the employee benefits and risk management services described in this Agreement.
- B. Upon request, the Town shall provide the Mansfield Board and the R-19 Board with employee benefits services that assist in supporting the existing Mansfield Board and R-19 Board staff in the following areas:
- Collective bargaining as it relates to employee benefits
 - Employee wellness programming
 - Flexible benefits plan administration
 - Government Accounting Standards Board (GASB) 45 compliance, including coordination of Other Post-Employment Benefits (OPEB) actuarial analysis on biannual basis
 - Health insurance plan administration
 - Life insurance plan administration
 - Optional retirement plan administration (e.g. 457 plans, Roth IRA plans, 403b plans)
 - Other employee benefits issues as needed

- C. Town shall provide the Mansfield Board and the R-19 Board with risk management services that assist in supporting the existing Mansfield Board and R-19 Board staff in the following areas:
- Occupational health & safety administration
 - Liability, automobile and property insurance (LAP) plan administration
 - Workers compensation administration
 - Other related services
- D. It is recognized by the Parties that the Town Manager and his/her designee has the authority on questions dealing with the implementation of flexible benefits plans, health insurance pool and plans, and life insurance plans.

II. Financial Management

- A. The Town, working through its Director of Finance, shall perform and carry out in a satisfactory and proper manner a scope of activities acceptable to the Parties, for the purpose of providing to the Mansfield Board and the R-19 Board the financial management services described in this Agreement.
- B. The Director of Finance shall serve as the Business Manager for the Mansfield Board and R-19 Board, on the basis of shared services with the Town. As the Business Manager, the Director of Finance shall perform for the Mansfield Board and the R-19 Board such services as described in the job description attached hereto, or as requested by either Superintendent of Schools with the approval of the Town Manager. The attached job description may be amended from time-to-time by the Town Manager, in consultation with the Superintendents.
- C. The Town shall provide the Mansfield Board and the R-19 Board with the following financial management services:
- An automated cash disbursement system, which shall provide for a systematic paying of bills
 - An automated cash receipts system, which will systematically record the receipt of cash
 - A fully operational payroll system, including all necessary federal and state reporting
 - Accounting and bookkeeping services, with monthly trial balance preparation for all funds and account groups
 - An automated budget package for all funds
 - Prepare computer-generated financial reports for all funds in the same form as currently provided. Any changes in form shall be mutually agreed to by the Parties.
 - Prepare a Comprehensive Annual Financial Report (CAFR) in accordance with Generally Accepted Accounting Principles (GAAP)
 - Prepare monthly, quarterly and annual financial reports as needed
 - Prepare the ED-001, ED-141, and other miscellaneous financial reporting as required for submission to the Connecticut Department of Education
 - Pursuant to a Memorandum of Understanding (see attached) between the R-19 Board and the Edwin O. Smith Foundation, Inc., provide financial management services to the Foundation as enumerated in the MOU

- D. It is recognized by the Parties that the Director of Finance and his/her designee has the authority on questions dealing with the design and the implementation of the Financial Management System. Should there be changes to the Financial Management System requiring additional budget expenditures, such changes shall be presented by the Director of Finance to the Town Manager for approval prior to proceeding with the same.
- E. It is recognized by the Parties that the Director of Finance and his/her designee has the authority to act as the Purchasing Agent for the Mansfield Board and R-19 Board in accordance with the Town's Financial Policies and Procedures.
- F. It is understood by the Parties that the Town shall provide financial management services to the Mansfield Board and R-19 Board in strict accordance with the provisions of the Town's Financial Policies and Procedures. The Town recognizes the authority of the Boards of Education to adjust and to administer their respective adopted budgets, pursuant to state law. As a condition of receiving the scope of services outlined in this Agreement, the Mansfield Board and the R-19 Board shall adopt Financial Management Policies that are consistent with the Financial Policies and Procedures promulgated by the Town.
- G. It is recognized by the Parties that the Director of Finance and his/her designee has the authority to enforce all provisions of the Town's Financial Policies and Procedures and that the Director of Finance shall report significant instances of non-compliance to the Town Manager and the Superintendents.

III. Information Technology

- A. The Parties shall share the services of one consolidated Department of Information Technology, headed by the Director of Information Technology. Each Party employs various information technology staff at various locations. The Director is presently an employee of the Mansfield Board and shall have the authority to coordinate and to direct the activity of all information technology personnel at all locations insofar as their activities directly impact the integration of technology into the curriculum and the use of technology in support of the overall operations of the Town or either school district.

There are presently four employees that comprise the "Shared Services Unit" of the Department:

- Director of Information Technology
- Network Administrator (2)
- Information Technology Specialist

The Parties recognize that management may modify the composition of the Shared Services Unit, based on the overall needs of the Department of Information Technology.

- B. The Shared Services Unit of the Department of Information Technology shall provide the Parties with the following services:
- Network management (WAN / LAN) services
 - Telecommunications management services

- Fiber and Internet connectivity links
- Hosting and maintenance of shared systems and databases
- System usage and overall network health and security aspects
- Other services and technological support that are requested by the R-19 Superintendent and are acceptable to the Town and the Mansfield Board, as applicable.

IV. Term

- A. The initial term of this Agreement shall commence on July 1, 2016 and shall expire on June 30, 2019.
- B. The Parties shall have the ability to negotiate subsequent terms of this Agreement, subject to approval of their respective governing bodies.

V. Cost Sharing

- A. *Annual Budget Process.* At the beginning of each budget season, the principals from each of the Parties shall meet to discuss anticipated revenues and expenditures, and the cost sharing allocations related to the services provided pursuant to this Agreement. Annual revenues and expenditures for each of the Parties shall be established during the annual budget process and specified in each Party's annual operating budget. The principals, by consent of all three Parties, shall have the authority to make modest adjustments ($\pm 3\%$) to the cost sharing allocations outlined in this section. More significant adjustments to the cost sharing allocations shall require an amendment to this Agreement.
- B. *Management Services Fund.* The Town shall maintain a Management Services Fund as an internal service fund to account for revenues and expenditures related to the financial management and information technology services provided for under the Agreement. The Parties acknowledge that the Town shall also use the Management Services Fund to account for other municipal service activities (e.g. copiers; energy management).
- C. *Payment Schedule.* The Town shall bill the R-19 Board for the financial management and information technology services provided under this Agreement in quarterly installments, which shall be paid by the R-19 Board within 30 days of the receipt of the Town's invoice. The Town and the Mansfield Board shall make payments for services received under this Agreement, via their annual operating budgets.
- D. *Employee Benefits/Risk Management.* The Parties agree that one-half of the Assistant Town Manager's salary shall be funded from the Health Insurance Fund and that such cost shall be included in the calculation of health insurance premiums. Health insurance premiums shall be adjusted on a fiscal year basis as agreed to by the Parties.
- E. *Financial Management.* For FY 2016/17, the Town agrees to provide to the R-19 Board the financial management services described in this Agreement for an annual fee of \$99,430. For FY 2016/17, the Town and the Mansfield Board shall contribute \$276,890 and \$130,150, respectively, towards the cost of financial management services outlined in this Agreement. Beginning in FY 2017/18, the Parties shall allocate costs based upon the

percentage of the operating budget and related capital expenditures attributable to the services provided to each Party.

Beginning in FY 2017/18, the cost sharing arrangement between the Parties shall be allocated as follows:*

- Town – 50% of annual Finance Department expenditures
- Mansfield Board – 25% of annual Finance Department expenditures
- R-19 Board - 20% of annual Finance Department expenditures

(*5% of annual Finance Department expenditures billed to Eastern Highlands Health District via a separate agreement)

- F. *Information Technology*. For FY 2016/17, the Town and the Mansfield Board agree to provide to the R-19 Board the information technology services provided by the Shared Services Unit and described in this Agreement for an annual fee of \$118,110 paid to the Town in quarterly installments by the R-19 Board within 30 days of the receipt of the Town's invoice. For FY 2016/17, the Town and the Mansfield Board shall contribute \$333,850 and \$171,290, respectively, towards the cost of the Shared Services Unit. Beginning in FY 2017/18, the Parties shall allocate costs based upon the percentage of the operating budget and related capital expenditures attributable to the services provided to each Party.

Beginning in FY 2017/18, the cost sharing arrangement between the Parties shall be allocated as follows:

- Town – 50% of annual Shared Services Unit expenditures
- Mansfield Board – 30% of annual Shared Services Unit expenditures
- R-19 Board – 20% of annual Shared Services Unit expenditures

VI. Termination for Cause or Convenience

Any of the Parties may terminate this Agreement at the end of any given fiscal year. However, notice of such intent to terminate must be given in writing to all Parties to this Agreement at least 120 days prior to the end of the fiscal year so that other service arrangements may be made within fiscal budgetary time constraints.

VII. Changes/Amendments

The Parties may, from time to time, require changes in the scope of services of this Agreement. Such changes, including any increase or decrease in the amount of compensation paid to any Party that is agreed upon by and between the Parties shall be incorporated in written amendments to this contract.

VIII. Insurance

For each year of the two year contract, the Parties will supply each other with a *Certificate of Insurance* indicating proof of liability insurance coverage in effect for each fiscal year in the amount of at least two million dollars (\$2,000,000.00).

In witness whereof, we have hereunto set our hand and seal this ____ day of _____,
20__.

Matthew W. Hart, Town Manager
(for the Town)

Date

Witness

Kelly M. Lyman, Superintendent
(for the Mansfield Board)

Date

Witness

Bruce Silva, Superintendent
(for the R-19 Board)

Date

Witness

**TOWN OF MANSFIELD
POSITION DESCRIPTION**

Class Title: Director of Finance
Group: Town Administrators
Pay Grade: Town Administrators Grade 32
FLSA: Exempt
Effective Date: July 1, 2009

General Description/Definition of Work

This position performs complex professional and administrative work in planning, organizing and directing the financial activities of the Town as well as related work as required. Duties include planning, organizing, directing and supervising the Assessor's Office, Revenue Collection Office, and Controller/Treasurer's office (accounting, disbursements and investments). Provides centralized financial management services and reports for the Town of Mansfield and the Mansfield Board of Education. By Special agreement the Finance Department through its director provides financial management services and reports for: Eastern Highlands Health District, Mansfield Discovery Depot (daycare center), Regional School District 19 and Mansfield Downtown Partnership. Director coordinates work with Town Manager, Superintendent of Schools, other agencies as indicated and other departments. Work is performed under general supervision. Supervision is exercised over all department personnel. Position reports to the Town Manager.

Essential Job Functions/Typical Tasks

- Directs the operations of the Finance Department and evaluates and administers financial management programs such as accounting and financial reporting, budgeting, information technology, cash management, grant applications, tax collection, assessment, audits and reporting.
- Drafts and recommends policy to the Town Manager and plans for the implementation of financial goals and objectives; researches, analyzes and reports on a variety of administrative projects.
- Coordinates preparation of annual Town, Health District, Region 19 and school and various other operating budgets; reviews all department submissions; prepares budgets for various funds such as capital fund, health insurance fund and management services fund; drafts budget policy positions; attends Town Council budget sessions and provides financial and technical assistance as requested; analyzes impact of budget and tax rate and service levels and recommends strategies to mitigate impact.
- Directs and controls the expenditure of Town, Region 19 and School fund allocations within the constraints of approved budgets; reviews budgets on a monthly basis and prepares budget adjustments for Town Council approval.
- Analyzes financial markets and supervises the investment of Town funds in appropriate instruments.
- Prepares and submits a variety of complex financial reports; assists in the preparation of grant applications and oversees financial reporting; coordinates the efforts of external auditors in their review of Town financial management for Town, Region 19, Health District, Schools and various other small agencies.
- Serves as Town purchasing agent; staffs Town Council's Finance Committee.
- Coordinates, assigns and oversees workload for assigned staff; motivates, evaluates, counsels and disciplines staff in accordance with union contract and personnel policies; directs training of departmental personnel; ensures safe work practices.
- Performs related tasks as required.

Knowledge, Skills and Abilities:

- Comprehensive knowledge of general laws and administrative policies governing municipal and school financial practices and procedures.

Director of Finance (cont'd.)

- Comprehensive knowledge of the principles and practices of accounting and budgeting in government.
- Ability to evaluate complex financial systems and efficiently formulate and install accounting methods, procedures, forms and records; ability to prepare informative financial reports; ability to formulate long-range fiscal planning.
- Ability to plan, organize, direct and evaluate work of subordinate employees in the specialized field of accounting.
- Ability to establish and maintain effective working relationships with associates, state and regional governmental officials and the general public.

Education and Experience:

Graduation from an accredited college or university with major course work in accounting or related field supplemented by a master's degree in business administration or related field and extensive experience in public finance administration. Consideration may be given to equivalent experience and training. Should have or ability to obtain within a year of employment and maintain School Business Manager Certification SDE 85

Physical Demands and Work Environment:

(The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. The list is not all-inclusive and may be supplemented as necessary. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.)

- Sedentary work requiring the exertion of up to 10 pounds of force occasionally, and a negligible amount of force frequently or constantly to move objects.
- Work requires fingering, grasping, and repetitive motions.
- Vocal communication is required for expressing or exchanging ideas by means of the spoken word.
- Hearing is required to perceive information at normal spoken word levels.
- Visual acuity is required for preparing and analyzing written or computer data, operation of machines, determining the accuracy and thoroughness of work, and observing general surroundings and activities.
- Worker is not subject to adverse environmental conditions.

Special Requirements:

None.

The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility. The description does not constitute an employment agreement between the Town of Mansfield and the employee and is subject to change by the Town as the needs of the Town and requirements of the job change.

Approved by: _____
Matthew W. Hart, Town Manager

Date: _____



Town of Mansfield

Department of Finance

To: Matt Hart, Town Manager
Kelly Lyman, Superintendent, Mansfield School District
Bruce Silva, Superintendent, Regional School District #19

From: Cherie Trahan, Director

Date: June 7, 2016

Re: Shared Services Agreement Cost Allocation Rationale

Historically and under the current Shared Services agreement, shared Finance services costs and shared Information Technology (IT) services costs have been charged and recorded in different ways for each of the three partners.

Finance services costs have been shared by the partners as follows:

- Town and Board pay their share of costs directly through individual line items in their budgets. For example, the shared payroll position is charged 50% to the Town Finance salary and benefit accounts and 50% to the Board Business Management salary & benefits accounts. Specific items/costs are identified to be charged to each partner.
- Region 19 pays its share of costs directly through individual line items in their budgets for their share of payroll and benefit costs and through a direct charge for services paid to the Town in an amount agreed upon between the partners. The direct charge amount reimburses the Town for costs budgeted and paid for under the Town for costs related to servicing the Region. A revenue is then recorded by the Town for the amount received from Region 19 in payment of those services.

IT services costs have been shared by the partners as follows:

- All shared service costs are recorded in the Management Services Fund (MSF). Each partner then makes a fixed amount payment into the MSF for their share of the costs. These payments are budgeted for in each partners' respective budgets.

Going forward, to provide consistency and transparency of the charge and payment of shared services, the proposed Shared Services Agreement anticipates all costs for both shared Finance and shared IT services be paid from the MSF, an internal service fund. Each partner would then pay into the MSF an amount sufficient to pay for their share of the overall costs. Acknowledging that from year to year, the

actual cost of services provided to each partner can vary, this proposal sets an annual percentage allocation for each partner. This percentage may be reviewed and adjusted periodically if deemed necessary and agreed upon by the partners.

The percentage of each partners' share of the Finance costs has been determined by the Director of Finance and the share of IT costs has been determined by the Director of Information Technology. This was done by analyzing the workload and determining what percentage of the workload is applicable to each partner. Under this methodology, each partner will be responsible for paying the share of the operating budget and capital items (eg. Software) equivalent to its percentage or share of the department's workload. For example payroll processing costs have been allocated by number of employees being paid by each partner.

If you need further clarification or more detail on the cost allocations, please let me know.

Shared Services Allocation Analysis
Finance Department Services

COSTS

Annual Cost/Salary Benefits:	Rate	Fin. Clerk		Payroll		Budget	Accounting	Dir. Of	Overtime	Bank Fees	Central	Grand Total
		\$ 48,900	\$ 48,900	Admin	Accountants	Analyst	Manager	Finance			Supplies	
Social Security	6.20%	3,032	3,032	3,505	7,412	4,359	4,156	8,024	93			33,613
Medicare	1.45%	709	709	820	1,734	1,019	972	1,877	22			7,861
MERS	11.98%	5,858	5,858	6,772	14,323	8,423	8,030	15,505	180			64,949
Medical Insurance	Avg. Cost	15,970	15,970	15,970	15,970	15,970	15,970	15,970				111,790
Workers Comp	5.04%	2,466	2,466	2,851	6,030	3,546	3,381	6,528	76			27,344
STD/LTD/Life	1.45%	709	709	820	1,734	1,019	972	1,877	22			7,861
OPEB	1.03%	504	504	582	1,231	724	690	1,333	15			5,584
Total Annual Costs		\$ 78,148	\$ 78,148	\$ 87,850	\$ 167,989	\$ 105,372	\$ 101,201	\$ 180,532	\$ 1,907	\$ 22,000	\$ 10,000	\$ 833,147

Services Used by Entity:

Town Functions:

Accounts Payable	23,444	50,015							1,907	10,340	3,200	88,907
Payroll			19,591									19,591
Budget					21,074			72,213				93,287
Financial Reporting				41,997			52,625	75,824				170,445
Grants Management						21,074		3,611				24,685
	23,444	50,015	19,591	41,997	42,149	52,625	151,647	1,907	10,340	3,200		396,915

Discovery Depot:

Accounts Payable		1,719								440	100	2,259
Payroll			2,372									2,372
Budget												-
Financial Reporting							1,012					1,012
Grants Management												-
		1,719	2,372				1,012			440	100	5,643

Mansfield Board of Ed:

Accounts Payable	23,444	25,789						84%		10,780	3,300	63,313
Payroll			36,018									36,018
Budget					17,913			3,611				21,524
Financial Reporting				41,997			15,180	3,611				60,788
Grants Management						14,752						14,752
	23,444	25,789	36,018	41,997	32,665	15,180	7,221	-	10,780	3,300		196,396

Regional School District #19:

Accounts Payable	23,444							4%			3,300	26,744
Payroll			28,112									28,112
Budget					14,752			9,027				23,779
Financial Reporting				41,997			30,360	9,027				81,384
Grants Management						14,752						14,752
	23,444	-	28,112	41,997	29,504	30,360	18,053	-	-	3,300		174,771

Eastern Highlands Health:

Accounts Payable	7,815	625						10%		440	100	8,980
Payroll			1,757									1,757
Budget					1,054			1,805				2,859
Financial Reporting							2,024	1,805				3,829
Grants Management				41,997								41,997
	7,815	625	1,757	41,997	1,054	2,024	3,611	-	440	100		59,423
Total Services	78,148	78,148	87,850	167,989	105,372	101,201	180,532	1,907	22,000	10,000		833,147

Entity Recap:	Town	Day Care	Board	Region	EHHD	Total
Workload Allocation	396,915	5,643	196,396	174,771	59,423	833,147
Percentage of Total	48%	1%	24%	21%	7%	100%

Notes:

Accountant = Journal Entries, Bank Reconciliations, Fixed Asset Administration, Financial Reporting
 Budget Analyst = Salary budgeting, Grants Management incl School Construction, CIP Administration
 Accounting Manager = Journal entries, monthly & yearend closing, audit, quarterly financial reporting
 Finance Director = Budgeting, special projects, energy management/purchasing, Education reporting, audit/financial reporting

Region 19 & Mansfield Board are charged directly for training, travel & conference fees, memberships
 Region 19 is charged directly for actual bank management fees

**Shared Services Allocation Analysis
Information Technology Services**

Item	Workload Share						Total
	Town	Board	Region	EHHD	Downtown Partnership	Discovery Depot	
Expenditures							
Mileage	95.00	95.00	-	10.00	-	-	200.00
Training	5,073.06	1,840.63	387.50	172.56	46.02	230.08	7,749.85
Prof. Tech Services	5,891.29	2,137.50	450.00	200.39	53.44	267.19	8,999.81
Repair	2,127.41	771.88	162.50	72.36	19.30	96.48	3,249.93
AUC System	22,024.13	23,139.60	23,139.60	698.46	186.26	931.28	70,119.33
Internet Access	2,824.00	706.00	-	-	-	-	3,530.00
Connectivity	16,796.00	41,813.00	4,991.00	-	-	-	63,600.00
Office Supplies	1,998.22	725.00	-	67.97	18.13	90.63	2,899.95
Computer Software	6,201.36	2,250.00	-	210.94	56.25	281.25	8,999.80
Equipment	51,805.00	13,000.00	-	65.00	97.50	32.50	65,000.00
System Support	33,580.36	12,183.75	2,565.00	1,142.23	304.59	1,522.97	51,298.90
Krista Bogue	78,521.03	14,999.62	-	2,490.17	664.05	3,320.23	99,995.10
Sam Gailey	84,461.67	21,714.27	1,142.86	2,678.57	714.29	3,571.43	114,283.09
Rich Roberge (25%)	2,791.63	5,036.50	17,124.10	88.53	23.61	118.04	25,182.41
Jaime Russell	44,111.25	49,196.74	47,749.78	1,398.92	373.05	1,865.23	144,694.97
Rich Roberge (25%)	7,479.34	11,558.55	5,036.50	304.85	256.46	546.80	25,182.50
Prof. Tech Services	2,396.47	3,703.50	3,979.48	128.69	66.67	175.20	10,450.01
Phone Repairs	1,353.03	2,090.97	2,246.79	72.66	37.64	98.92	5,900.01
Phone Service	9,358.72	16,008.32	17,201.24	556.25	1,288.18	757.30	45,170.01
Purchased Services	1,903.42	2,941.53	3,160.73	102.21	52.95	139.15	8,299.99
Equipment	5,689.61	8,792.70	9,447.92	305.52	158.28	415.95	24,809.98
Total Expenditures	386,482.00	234,705.06	138,785.00	10,766.28	4,416.67	14,460.63	789,615.64
Percentage of Total	49%	30%	18%	1%	1%	2%	100%

AGREEMENT BETWEEN
THE TOWN OF MANSFIELD,
THE MANSFIELD BOARD OF EDUCATION
AND
THE REGION 19 BOARD OF EDUCATION
FOR FINANCIAL MANAGEMENT, INFORMATION TECHNOLOGY,
RISK MANAGEMENT AND EMPLOYEE BENEFITS SERVICES

This Agreement is made and entered into, effective on the 1st day of July 2015, by and between the Town of Mansfield (hereinafter called the Town), The Mansfield Board of Education (hereinafter called the Mansfield Board) and the Region 19 Board of Education (hereinafter called the R-19 Board).

Whereas, the Town and the Mansfield Board share certain financial management, information technology, risk management services, and employee benefits services and R-19 Board wishes to engage the Town and the Mansfield Board to render certain financial management, information technology, risk management, and employee benefits technical services hereinafter described in connection with the administration of Regional School District No. 19; and

Whereas, to the extent that this Agreement is entered into by and between the Mansfield Board and the R-19 Board, such Boards enter into such Agreement in accordance with the provisions of Section 10-158a of the Connecticut General Statutes.

Now therefore the parties do mutually agree as follows:

1. The R-19 Board agrees to engage the Town and the Mansfield Board, and the Town and the Mansfield Board agree to perform the services hereinafter set forth.
2. The Town, working through its Director of Finance, shall do, perform and carry out in a satisfactory and proper manner, a scope of activities established by the R-19 Board and its Superintendent, and acceptable to the Town, for the purpose of providing to the R-19 Board the financial services described in this Agreement.
3. The Town, working through its Town Manager and his/her designee (e.g. Assistant Town Manager), shall do, perform and carry out in a satisfactory and proper manner, a scope of activities established by the R-19 Board and its Superintendent, and acceptable to the Town, for the purpose of providing to the R-19 Board the risk management and employee benefits services described in this Agreement.
4. The Mansfield Board, working through its Director of Information Technology, shall do, perform and carry out in a satisfactory and proper manner, a scope of activities established by the R-19 Board and its Superintendent, and acceptable to the Mansfield Board and its Superintendent, for the purpose of providing to the R-19 Board the Information Technology services described in this Agreement.
5. **The Town shall provide financial management services to the Mansfield Board and R-19 Board in strict accordance with the provisions of the Town's Financial Policies and Procedures. The Mansfield Board and the R-19 Board's Financial Management Policies shall be consistent with the Financial Policies and Procedures promulgated by the Town.**

For the period July 1, 2015 to June 30, 2016, the Town and the Mansfield Board will provide the following services:

A. Operations

The Town and the Mansfield Board shall provide R-19 with the following services:

1. Provide the R-19 Board with an automated cash disbursements system which shall provide for a systematic paying of bills.
2. Provide the R-19 Board with an automated cash receipts system which will systematically record the receipt of cash.
3. Provide the R-19 Board with a fully operational payroll system including all necessary State and Federal reporting.
4. Provide the R-19 Board with accounting and bookkeeping services through monthly trial balance preparation for all funds and account groups.
5. Provide the R-19 Board with an automated budget package for all funds.
6. Prepare computer generated financial reports for all funds in the same form as is currently being provided. Any changes in form shall be mutually agreed to by the R-19 Superintendent and the Director of Finance for the Town.
7. Prepare a Comprehensive Annual Financial Report in accordance with GAAP.
8. Prepare monthly, quarterly and annual reports and other reports as needed.
9. Prepare the ED-001 for submission to State Department of Education.
10. Pursuant to a Memorandum of Understanding between the R-19 Board and the Edwin O. Smith Foundation, Inc., provide financial management services to the Foundation as enumerated in the agreement.
11. Provide the R-19 Board with Risk Management services that assist in supporting the existing R-19 Board staff in the following areas:
 - Liability, automobile, property (LAP) insurance plan administration
 - Workers compensation administration
 - Safety administration
12. Provide the R-19 Board with Employee Benefits services that assist in supporting the existing R-19 Board staff in the following areas:
 - Health insurance plan administration
 - Life insurance plan administration
 - Flexible benefits plan administration
 - Optional retirement plan administration (457 plans, 403 plans)
 - Employee wellness programming
 - Collective bargaining as it relates to employee benefits
 - GASB 45 compliance (OPEB actuarial analysis coordination) biannually
 - Other employee benefits services/issues as needed

13. Provide the R-19 Board with Information Technology services that assist in supporting the existing R-19 Board Staff in the following areas:
 - Local Area Network (LAN) management
 - System Usage
 - Disk space usage
 - Backup verification
 - Overall Network Health
 - Error Logs
 - System Performance
 - Installation of updates: Antivirus software and definitions
 - Configure user ID's and e-mail addresses when required
 - Shared network printing
14. Provide the R-19 Board with Information Technology services that assist in supporting the existing R-19 Board in the following areas:
 - a) Wide Area Network (WAN) management
 - b) Remote Access Service Assistance
 - c) Internet Connectivity
15. Provide the R-19 Board with other services and technological support that are requested by the R-19 Superintendent and are acceptable to the Town and the Mansfield Board, as applicable.

B. Personnel

1. The Town will provide the personnel necessary to process the accounting information as provided by the R-19 Board personnel, to ensure a satisfactory end result.
2. It is mutually recognized by the parties that the Director of Finance has the authority on questions dealing with the design and implementation of the Financial Management System. Should there be changes to the Financial Management System requiring additional budget expenditures, such changes shall be presented by the Director of Finance to the Town and Mansfield Board for approval prior to proceeding with same.
3. The Town, working through its Town Manager and his/her designee (e.g. Assistant Town Manager), will provide to the R-19 Board services for risk management and employee benefits coordination (on the basis of shared services with the Town) as described in this agreement. It is mutually recognized by the parties that the Town Manager or his/her designee (e.g. Assistant Town Manager) has the authority on questions dealing with the implementation of the health insurance pool and plans, life insurance plans, and flexible benefits plans.
4. The Mansfield Board will provide to the R-19 Board the services of the Mansfield Board's Director of Information Technology (on the basis of shared services with the Mansfield Board). In providing such services, the Mansfield Board's Director of Information Technology shall perform for the R-19 Board the services described in the job description attached hereto, which may be amended from time to time by the

Mansfield Board. In carrying out such services for the benefit of the R-19 Board, the Mansfield Board's Director of Information Technology shall have the authority to coordinate and direct the activity of all IT personnel at all locations insofar as their activities directly impact the integration of technology into the curriculum and/or for the use of technology in support of the overall operations of either school district. The Mansfield Board's Director of Information Technology shall be an employee of the Mansfield Board only.

5. The Town will provide to the R-19 Board the services of the Town's Director of Finance who shall serve as the R-19 Board's Business Manager (on the basis of shared services with the Town). In providing such services, the Town's Director of Finance shall perform for the R-19 Board such services as described in the job description attached hereto, or as requested by the R-19 Superintendent of schools. The attached job description may be amended from time to time by the Town.

C. Compensation

1. The Town agrees to provide to the R-19 Board the financial management services described in this Agreement at a cost not to exceed \$96,530.00 for fiscal year 2015/16. The Mansfield Board agrees to provide to the R-19 Board the Information Technology services described in this Agreement at a cost not to exceed \$114,670.00 for fiscal year 2015/16. The Town, Mansfield Board, and R-19 Board mutually agree that one half of the Assistant Town Manager's salary be funded through the Health Insurance Fund and that such cost be included in the calculation of health insurance premiums.
2. For budget purposes, the Town, the Mansfield Board and the R-19 Board shall share the cost of the Director of Finance position as follows: Town 40%; Mansfield Board 30%; and R-19 Board 30%. The above amount shall be adjusted annually during the remainder of this Agreement, based upon the Town Administrator's Pay Plan for nonunion personnel.

D. Termination for Cause and/or Convenience

During the term of this Agreement, the Town, the Mansfield Board or the R-19 Board may terminate this contract at the end of any given fiscal year. Notice of such termination must be given in writing to all parties to this Agreement at least 120 days prior to the end of the fiscal year.

E. Changes

The Town, the Mansfield Board or the R-19 Board may, from time to time, require changes in the scope of services of this agreement. Such changes, including any increase or decrease in the amount of compensation to be paid to the Town or Mansfield Board, as applicable, as mutually agreed upon by and between the Town, the Mansfield Board and the R-19 Board, shall be incorporated in written amendments to this contract.

IN WITNESS WHEREOF, the parties hereto have authorized their designated representatives to set their hands.

For the Town of Mansfield:

Matthew W. Hart
Matthew W. Hart, Town Manager

09/10/2015
Date

Sarah Deha
Witness

For the Mansfield Board of Education:

Kelly Lyman
Kelly Lyman, Superintendent

9-11-15
Date

Celiste N. Griffin
Witness

For the Region 19 Board of Education:

Bruce Silva
Bruce Silva, Superintendent

9-15-15
Date

Leonardo C. Beaudet
Witness

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *Matt H*
CC: Maria Capriola, Assistant Town Manager; Kevin Filchak, Graduate Student Intern
Date: June 13, 2016
Re: Presentation by Graduate Student Intern

Subject Matter/Background

At Monday's Council meeting, Graduate Student Intern Kevin Filchak will make a 15-minute presentation on the projects he has completed during his internship with the Town. We are proud of his achievements and thank him for his service to our organization!

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**Town of Mansfield
Agenda Item Summary**

To: Town Council
From: Matt Hart, Town Manager *M. Hart*
CC: Maria Capriola, Assistant Town Manager
Date: June 13, 2016
Re: Independence Day Ceremonial Presentation Planning Subcommittee

Subject Matter/Background

Staff has placed this item on the agenda so the Council may appoint members to the planning subcommittee for the Independence Day ceremonial presentation.

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May 30, 2016

Item #8

RSD#19 Board of Education
RSD #19 Building Committee
RSD #19 Office of the Superintendent
1235 Storrs Road
Storrs Mansfield, CT 06268

Dear Superintendent Silva, BOE Chairman Mark, and Members of the Board of Education and Building Committee:

We are writing to request that the RSD#19 Board of Education and Building Committee expand the focus of their visioning process to include options for renovating or rebuilding EO Smith at the current location. The decision to move forward with one candidate proposal – to design a new school at a new location – was done with limited public discussion. We believe that hiring DRA Architects for a fee of almost \$50,000 to lead conversations about what a new school at a new location could look like (e.g., what type of surface should we have on the athletic fields, should we have a roof top deck?) is premature. It is our belief that the community has not been provided with sufficient opportunity to consider the various renovation/rebuild/build options and weigh the educational, financial, social developmental, and cultural consequences of moving the high school out of the Storrs downtown area.

As we understand it, the community workshop as planned on 6/9/16 will focus exclusively on what a new build at a new location could look like, bypassing any meaningful opportunity for the community to provide feedback on the merits of this proposal as compared to renovation options. This narrow focus ignores the growing concerns of many residents who are not in favor of abandoning the current downtown campus and who would like a more open and balanced discussion about the impact such a move would have on our educational and broader community.

We respectfully request that the RSD#19 Board of Education and Building Committee:

- 1) put all options back on the table, ranging from minor renovations at the current campus to a new build on the current campus
- 2) develop a reasonable timeline for soliciting extensive community feedback before bringing any proposal to referendum

We look forward to hearing from the Board of Education and Building Committee about how these concerns will be addressed. We wish to engage in a productive dialogue about this critical issue and look to you, our educational leaders, to respect our voices in this process.

Sincerely,

Rebecca Alexander Haeger
Michelle Alexandrin
Renee Allard
Alicia Almagro
Jon Andersen
Charlie Ausburger
Morgan Ausburger
Michele Bacholle-Boscovic

Dean Cruess
Robert Curtis Brand
Artemis Damble
Brian Damble
Deena DeMarkey Staples
Marina Demos Brand
Lois Demurjian
Nancy Detmer Barry
Lynea Diaz-Hagan
Patricia Dittrich Braithwaite
Kristin Dilaj
James Dixon
Lindsey Dore
Nikki Dore
Ernie Dore Jr.
Chris Duers
Leigh Duffy
Diane C. Edington
Scott Edington
Inge-Marie Eigsti
Enoch Elliott
Erin Elliott
Jennie ElShakhs
Heather Evans
Wendi Everton
Chloe Ewalt
Kimberly Ewalt
Ward Ewalt
Lisa Finkelman
Holly Fitch
Eva Forrest
Ken Forrest
Jeffrey Francois
Barbara Franson
Ivan Franson
John Frassinelli
Aaron Frost
Jordana Frost
Beth Frumkin DeRicco
Jack Fulton
Stacey Fulton
Maryann Fusco-Rollins
Kathe Gable Lemieux
Jennifer Gall Schletter
Kyle Gardiner
Norman Garrick
Stacey Geist
Frances Gergler Meissner
Liz Getter-Trudeau
Charles Giardina
John Giardina

Mark McDonald
Rebecca McGarry
Carrie McGill Johnson
Kathleen McKee
Richard McKee
Mindy Miller
Natalie Miniutti
Karen Molloy
Jack Molloy
Michelle Moon
Margaret Morrison
F. Tyler Morrison
Finn Morrison
Carin Morse Van Gelder
Cheryl Munoz
John Murphy
Erin Navage
Glen Nemeroff
Jen Newmyer Weinland
Tom Nielsen
Michelle Nowak
Mel O'Donovan
Sarah Oltedale Crowley
Kristy Omlid-Le Clair
Eleanor Ouimet
Will Ouimet
Heidi Paradis Roberto
Kim Parker Girard
Mark Pearson
Aliza Pelto
Jonathan Pelto
Mara Pelto
Nicole Pelto
Megan Perch-Meikle
Annie Perkins
Douglas Perkins
Christine Peterson-Hamley
Laura Powers
Meghan Powers
Prescott Powers
John Prandy
Karri Prandy
Dianne Quinn
Laura Rand
Amy Reusch
Kristen Ricci
Karly Richards
Larson Richards
Gregory Robert Samuels
Jo-Anne Roberts
Mark Roberts

*Note: The signatures for this letter were obtained electronically, primarily through Facebook at Keep EO Smith Downtown: <https://www.facebook.com/groups/873797359416116/>

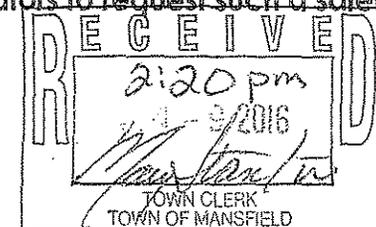
Cc: Paul Shapiro, Mayor of Mansfield
Matt Hart, Mansfield Town Manager
Mansfield Town Council
Christina Mailhos, First Selectman, Town of Willington
Michael Zambo, First Selectman, Town of Ashford
Mae Flexer, State Senator
Tony Guglielmo, State Senator
Gregory Haddad, State Representative
Linda Orange, State Representative
Sam Belsito, State Representative

Petition to Ensure the Safety of Route 6

Mansfield Town Council:

- Whereas Global CNG Holdings (also known as Pentagon Energy) plans to convoy high pressure, natural gas by truck from eastern Pennsylvania to Andover, CT, where it will be pumped into the Algonquin Pipeline, a natural gas transmission pipeline,
- Whereas the company plans to have 5 to 8 trucks an hour, 24 hours a day, 7 days a week coming into an infusion station on Rte. 6 where it will be pumped into the Algonquin Pipeline,
- Whereas the trucks will haul a trailer with four tubes filled with compressed natural that are 42 inches in diameter and 45 feet long,
- Whereas the gas in these tubes will be pressurized at 4500 pounds per square inch (psi).
- Whereas 4500 psi is a pressure much higher than the gas pressure in the Algonquin Pipeline which is between 600 and 800 psi,
- Whereas the company plans to run this operation for five months a year, November through March, which would increase truck traffic by over 120,000 loaded truck trips and over 120,000 empty truck trips on Rte. 6,
- Whereas Rte. 6 has several accidents per year. From 2010 to 2014, 190 accidents in Andover, 111 accidents in Columbia, and 211 accidents in Bolton,
- Whereas it is quite likely, with this increase in traffic, the accident rate will increase, and one or more of these trucks will be in an accident,
- Whereas transmission pipeline (600 to 800 psi) ruptures lead to explosions with a hazard radius of about 800 feet,
- Whereas a rupture of a trailer tube (4500 psi) would create a hazard radius well over 1000 feet,
- Whereas radioactive lead-210 and polonium-210 builds up inside the trailer tube over multiple trips,
- Whereas this radioactive material would be spread over the hazard area in an explosion,

We the undersigned ask the Town of Mansfield to request the Connecticut Department of Transportation to make a safety study of the effect of increased truck traffic on Rte. 6 because of the operation of an infusion station in Andover, particularly the explosive and radioactive hazards. Further that the Town ask our State legislators to request such a safety study.



Petition to Ensure the Safety of Route 6

Mansfield Town Council:

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Name	Phone	Email	Address	Town
Daniel Rosado		drosado3@yahoo.com	Circle Dr.	Mansfield
Gordon Little		gordonkc1@yahoo.com	Echo Dr	Mansfield Ctr.
Pat Little	860 204 1352	peacereader1@yahoo.com	12 Echo Dr	Mansfield CT
Karen Bailey		kimperfectly@gmail.com	135 Atwoodville Rd.	Mansfield CT
Lisa Peterson - Blian	860-377-6132	lisajpb@gmail.com	STAFFORD Rd	STORRS, CT.
Quinn Duchos			Olsen Dr.	Mansfield Center
Susan Sandall		susiesandall@charter.net	84 Crane Hill	Storrs, CT
Amat Ken Cordner			Edgewood Lane	Mansfield Ctr. CT
Gregory Normiz			Middle Tpke	Mansfield CT
Andrew Ames	860-942-0224	aandyames@rocketmail.com	12 Old Mill Court	Storrs CT
Mary Bent	860-423-8258	gdbent@earthlink.net	27 Mansfield Hollow	Mansfield

Petition to Ensure the Safety of Route 6

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-89-

Name	Phone	Email	Address	Town
Jay Ames	860 429 6925	jayames@gmail	12 Old Mill Ct	Mansfield
Summer Sanchez	860 33 1071	regan701@yahoo.com	196 Stafford Rd	Mansfield
Paul Tanner	860 450 0530	ptanner563@hotmail.com	563 Mansfield City Rd	Storrs CT 06268
Gretchen Hall	860-456-1027	garhall@snet.net	62 Evans Hill Rd.	Storrs
Rossall Hill	860-456-1027	garhall@snet.net	62 Evans Hill Rd	Storrs
Dave Little	860-423-9674	little_dave@hotmail.com	387 Browns Rd	Storrs
Christa Mewkes	860 423 3656		19 Browns Rd Mansfield, Ct	
Pamela Bridgeford	860-456-1058	pdb112@andover.net	112 Bassett's Bridge	Mansfield Ct. 06250
Jim McGaughey	860 992-8375	jdmcgaughey@sbcglobal.net	189 Browns Rd.	Storrs Mansfield CT 06268
Donna Hoyle	860-423-6141	DonnaHoyle@aol.com	125A Bassett's Bridge	Mansfield CT 06250
George Rawitscher	860 429 3107	georgerawitscher@gmail.com	343 codfish falls rd	Storrs CT 06268

Petition to Ensure the Safety of Route 6

Mansfield Town Council:

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-96-

Name	Phone	Email	Address	Town
<i>[Signature]</i>	487-1381		74 Knowlton	Mansfield
Laura Cisneros	734-678-3859	cisneros32@gmail.com	101 Forest Rd.	Mansfield
<i>[Signature]</i>	820-429-7725	jul.ana.bonetto@charter.net	295 Wornwood Hill Rd	Mansfield
Margaret Rubega	860-487-3954		470 So. Eagle Hill Rd	Mansfield
<i>[Signature]</i>	862-432-5329		145 Highland Rd Hoclow Rd.	Mansfield
Charlie Prescott	860-456-1281	etc	98 Mansfield	Mansfield
John Clonan			48 Fern Rd	Stony
George Bailey	423 8136		75 Crane Hill Rd	Orange
Nonna Clonan	860-423-0638	d.clonan@snet.net	48 Fern Rd	Mansfield
Allen L Bosco	487-1136		11634 STAFFORDS	"
Norman D Hawkins	423 3656		79 Browns R	"

Petition to Ensure the Safety of Route 6

Mansfield Town Council:

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-91-

Name	Phone	Email	Address	Town
Jerome Zeals	860-456-8149		793 Eastbrook Hwy, Mansfield, Ct	06250
Christina Walsh Brakeney	860-617-0207	brakeney@charter.net	30 Lorraine Dr Storrs	06268
PAULA SCHARFF	860-940-7148	PAULAVSCHARFF@gmail.com	154 HANICK HILL RD STORRS	06268
J. CONOVER	860-486-8338		148 Cromwell Rd Mansfield CT	06250
Jennifer Stone	860-429-8787	jstone77@charter.net jstone@	657 Chatterville Rd Storrs	06268
ROBERT PIRRIE	" "	rpirrie@charter.net	" "	" "
Lynne McPhee	860-456-2450	w.mcphee@charter.net	236 Puddin Lane Mansfield, CT	06250
BETHANY JAVIDI	860-428-5029	bethany.javid@att.net	13 QUAIL RUN RD STORRS CT	06268
Ariana Javidi	860-617-8441	aejavidi@gmail.com	13 Quail Run Rd Storrs, CT	06268
MONICA VAN BEUSEKOM	860-423-6857	monica.vanbeusekom@gmail.com	98 Candide Lane Storrs, CT	06268
Laurence Ash-Moyn	860-429-8667	lgln53@hotmail.com	377 Woronville Rd Mansfield Center	06250

Petition to Ensure the Safety of Route 6

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Name	Phone	Email	Address	Town
JACK BOYKO	860 429-0051		119 Brookside Ln	Mansfield Ctr
Maureen Crowley	860 429-0057		119 Brookside Lane	Mansfield Center
SHARON STOKELAND	646-416-4257		135 Mansfield Hollow Rd	Mansfield Ctr
KARA FRANCO	860		68 Independence Dr Mansfield CT	
Helen J Fried	860-933-3298	HJF205@earthlink.net		
Joan Buck	860-771-5252	buckj300@ qmail.com	72 Independence Dr.	Mans. Center 06250
Shawn Santarelli	860-428-4380	ssantarelli@easonwith.org	11 Blalce Lane	Storrs
Kathy Fratani	860-477-1565	katie@myottmail.com	25 Valley View Dr	Storrs

Petition to Ensure the Safety of Route 6

Mansfield Town Council:

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Name	Phone	Email	Address	Town
Laurie Cooper	800-423-4896	watchaug@earthlink.net	100 Mansfield Hollow Rd.	Mansfield Ctr, CT 06250
Don Kuzelmas	860-428-6160	dkuzelmas@earthlink.net 511 dky James 6111@earthlink.net	100 Mansfield Hollow Rd.	Mansfield Ctr, CT 06250

Sara-Ann Chaine

From: Ingrid Hanka <IngridHanka@hotmail.com>
Sent: Monday, May 30, 2016 5:00 PM
To: supt@eosmith.org; jac6854@sbcglobal.net; krasicki@gmail.com; jrmark@snet.net; ssibiga@yahoo.com; Nancy Silander; Bruce Silva; ajpati@yahoo.com; Dennis Stanavage; Cherie Trahan; Town Mngr; Town Council; Senator Flexer; Gregory Haddad; Linda Orange; newsdesk3@wfsb.com; Chronicle General; Kimberly Christenson
Subject: Keep EO Smith Downtown

May 31, 2016

To: RSD#19 Board of Education, RSD#19 Building Committee, RSD#19 Office of the Superintendent

Dear Superintendent Silva and members of the Board of Education and Building Committee,

My husband and I felt compelled to write this letter in regards to potential plan to move the location of Edwin O. Smith High School. We feel very strongly that this would have a negative impact on our town and community.

Currently, our regional high school sits in the very center of town across from our new Storrs Center. Right next door is our town hall, and behind it our community center. This entire area serves as the hub of our town. It is a source of education, social gatherings, town meetings, employment, exercise, and more. As lifelong community members, we feel a great sense of pride by what has been accomplished. That's why it came as a shock to us that the building committee would even consider moving our high school to the Depot Campus.

To move our school out to the edge of town would take us, the taxpayers and year round residents, away from the very community which we live in and support. Our high school is made up of Ashford and Willington teens as well. Their students and families reap the same benefits that we do from our current location. A move to Depot would isolate all parties involved and erase the current sense of community and belonging. And what's next? Town hall? Community center? I'm sure you are all also aware that there is a very active Facebook page, Keep EO Smith Downtown. It currently has 1354 members. The vast majority, except for a handful, have very strong opinions and views, which closely reflect ours.

We always vote and have always supported education in town. We would gladly vote to support updates and renovations at the current sight as needed. But the option to rebuild at the suggested location is out of the question for us. Some things like history and integrity can't be bought. If this location were to be sold, it could never be obtained again. We are asking you to stand up to UCONN and keep what is ours. They have been given the entire Depot Campus by the state to move forward with their plans. We must not have our town center sold off to meet the expanding vision of their campus.

Sincerely,

Ingrid and Erik Hanka, 225 Mulberry Rd. Mansfield Center, Ct. 06250

CC: Paul Shapiro, Mayor of Mansfield
 Matt Hart, Mansfield Town Manager
 Mansfield Town Council
 Mae Flexer, State Senator
 Gregory Haddad, State Representative
 Linda Orange, State Representative

Town Council Memorial Day Pledge, 23 May 2016

We thank the Town Council for "Remembering the Fallen" for Memorial Day, by Pledging their Allegiance to Flag and Country, before their meeting tonight.

Throughout our many wars, women and men have left their families and friends, and have fought to ensure our FREEDOM.

Please allow me to focus on the one war I remember the best.

Americans often refer to the Korean War as the "Forgotten War". It lasted only three years, from June of 1950 to the armistice in July of 1953. About 5 million soldiers and civilians lost their lives during those 3 years.

The North Korean Army initiated the conflict and was about to be beaten back across the Yalu River into China when the Chinese Army consisting of over 300,000 came south and caused serious damage to the United Nations Allied Forces.

The United States provided leadership for the conflict, and called up reserve units to provide about 178,000 Americans for the war. About 54,000 Americans are listed as "KIA" in the three year war. Thus the United States lost about one of every three of us who went there.

Captain Danny Aiken, a game warden from Bangor, Maine and I were assigned to the 15th Tactical Reconnaissance Squadron of the 5th Air Force at Kimpo Air Base. The base was about 20 miles below the 38th parallel or about 25 miles from the combat areas. We shared a tent with three other officers during most of 1952 and part of 1953.

Our Tactical Reconnaissance Squadron was tasked with taking pictures of ground targets before and after air and combat raids on the North Korean military assets. Danny and most of our pilots flew unarmed RF-80s, called Shooting Stars.

The Stars and Stripes News, The Armed Forces newspaper, printed the following story in 1952.

Two MIGs Downed after weird Battle With Unarmed Jets.

HQ. FIFTH AIR FORCE (UP)

Aerial photographs revealed Sunday that two unarmed Allied reconnaissance planes may have destroyed two MIG-15s in a weird battle over North Korea.

Captain Anthony J. Datauski, Gillespie, Ill. and Captain George D. Aiken, Bangor, Me. were jumped by two of the Red jet fighters while photographing possible targets deep in enemy territory from their F-80 Shooting Stars.

The Slower Allied Jets, carrying no weapons, seemingly had no chance against the Communists.

A final sharp dive by the F-80s was followed by an equally sharp pull out. The MIGs disappeared suddenly and the F-80s streaked for home.

Aerial reconnaissance of the area where the unusual battle took place revealed the wreckage of two MIGs. Although no official claims will be made, Air Force officers believed the enemy planes had been unable to pull out of their low-level dives and had crashed."

The rest of the story is that Danny continued to fly missions until he completed the required 50 missions. He then returned to his wife and children in Bangor.

It has been confirmed that Seasoned Russian pilots had flown the MIGS against our pilots during the war. Reportedly, the American pilots in F-86s shot down 345 Russian pilots. We lost one allied plane for each 10 the Russians lost.

Now we invite all present to rise.

We also encourage the viewing TV audience to rise and join in pledging our allegiance.

Please focus on each word you are about to say.

I PLEDGE ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA AND TO THE REPUBLIC FOR WHICH IT STANDS, ONE NATION UNDER GOD, INDIVISIBLE, WITH LIBERTY AND JUSTICE FOR ALL.

Please remember a Pledge is binding.

God Bless America, and God Bless the Citizens of Mansfield!

**Anthony W. Kotula, Ph.D.
Former 1st Lieutenant
135 Maple Road
Mansfield, CT 06268**

PAGE
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Published on *Alternet* (<http://www.alternet.org>)

[Home](#) > [4 Disturbing Ways Big Banks Have Turned Colleges Into Money-Grubbing Institutions](#)

4 Disturbing Ways Big Banks Have Turned Colleges Into Money-Grubbing Institutions

By [Noah S. Bernstein](#) [1] / [AlterNet](#) [2]

October 3, 2012



Like many others, I'm a passionate alumnus of my post-secondary institutions. I care deeply about preserving the rich culture of learning and community-building that fundamentally shaped my life. Yet it is becoming increasingly clear that drastic changes are being made to American college and university life -- changes that are fundamentally altering the ecology of higher education in this country and undercutting the very mission of the college experience as we know it.

A growing culture of reform has turned the campus quad away from preparing students for citizenship -- that combination of "intelligence plus character" the Reverend Dr. Martin Luther King, Jr. once famously described. In its place, we now have campus environments that hold certain aspects of student life hostage to corporate interests, molding students into consumers at the same time the voices and opinions of the student body are increasingly silenced. As a result, higher education, often noted as the best insurance policy toward social mobility, is now no such thing (at least good insurance policies pay their claims).

Here's a look at some disturbing changes taking place on campuses across the country.

1. Privatizing Student Life

Changes in campus dorms, quite possibly the epicenter of the student experience, represent a clear illustration of how this new world order is unfolding. Often unknown to students, campus dorms across the country are no longer run by the university, but by private companies that reap large profits from their management deals. These deals have become particularly prevalent at public universities, which have experienced massive funding loses in recent years and are increasingly turning to corporate backing to fill the void (the universities, of course, take a cut of the profits raised by the management companies).

Education Realty Trust is one such company. One of the [largest developers of privatized collegiate housing](#) [3], EdR operates in 23 states and since 2000, has developed more than 33 privatized housing communities on and off campus. The dorms it develops are more than cement structures for living; in many cases, it has transformed dormitory residences into extravagant resorts. Examples include the amenities-rich complex now being built at the University of Alabama, which features a movie theater, clubhouse and resort-style pools and fitness rooms, and the Players Club, a resort-style housing complex that was built for Florida State University. Similar projects are in progress at the University of Texas-Austin, University of Kentucky and the University of Connecticut-Storrs.

Perks like these come at a price, of course, so EdR seeks out schools with solid student populations that will foot the elevated costs (ideally, those with populations of greater than 10,000-15,000 students,

as well as high tuition and graduation rates). As Amy Scott reported [4] for NPR, at the University of Louisville privatized dorms cost about \$600 more per student/per semester than traditional dorms. And those extra fees come right out of students' pockets.

As a result, colleges are intentionally burdening the entire student body with increased housing costs, and putting a particular burden on working families and low-income students—all in the name of profit. In addition to forcing many students to pile up excessive amounts of debt that will have ramifications long after they have graduated from college, such increased fees may also interfere with their studies and limit student engagement in the larger community (it's hard to find time to engage in clubs and activities, or make it to the library, when you have to work two jobs just to keep a roof over your head).

When faced with this criticism, colleges and universities often argue that the combination of increased competition to attract the best students and severe budget cuts make private companies like EdR, and competitors such as American Campus Communities, a necessary tool in maintaining their competitive edge—and of course, bolstering profit in this new higher education marketplace. And sharing revenue with these privately held companies isn't the only way colleges are looking to pad their bottom lines; in some cases, colleges and universities will use tax-exempt bond financing [5] to fund these projects so that they can be excused from local property taxes—a simple tax evasion to preserve profit.

The inherent message and ramifications of this policy for students is clear: the need for revenue is real and we have no problem passing this burden on you.

The trouble isn't limited to public universities alone. Some of the top liberal arts colleges in America, including Skidmore, Gettysburg and Kenyon, have adopted a different route to raising revenue: Rather than privatizing housing outright, these colleges have instead established tiered housing fees, which charge students more to live in certain types of student accommodations. At Kenyon, where tuition, room and board cost \$54,760 per year, students can choose [6] to live in new apartments rather than traditional residence halls, if they have the ability to fork over an extra \$500 per semester. Inevitably, this policy results in a concentration of wealthier students in nicer facilities, while relegating modest-income students, who can't afford to pay the fees, to lesser housing options.

The tiered housing policy is not only unjust, it also undermines the responsibility of higher education to equip leaders to explore diverse perspectives, understand the multiplicity of human cultural expression and experience social emotional learning—a process of learning and developing self-awareness, social mindfulness, relationships skills and responsible decision-making. With these policies in place, there is no doubt that colleges and universities are overlooking their obligation to breed global citizens that will benefit democratic engagement in civic life. And the price for that shift will eventually be paid by our society as a whole.

2. The Consumer Body

If reaching for efficiency through housing wasn't enough, some colleges and universities are now transforming student ID cards into prepaid debit cards, thus profiting from student spending through unique checking account and debit card deals.

According to a recent report, "The Campus Debit Card Trap [7]," by the U.S. Public Interest Research Group, nearly 900 colleges have partnerships with financial institutions that attach bank products to student IDs. The report finds that banks and financial institutions now influence and control federal financial student aid distribution to over 9 million students by connecting checking accounts and prepaid debit cards to these IDs.

For quite some time, federal student aid was disbursed via check with no cost to access the funds; now, due to these new financial deals, students pay fees to access their student aid, including fees for activation, ATM fees, overdrawing fees, per-swipe fees and in-activity fees. According to SEC filings, Higher One—one of the largest integrated financial aid disbursement services companies—made \$142.5 million in revenue in 2011 through extracting fees from student aid disbursement cards.

4 Disturbing Ways Big Banks Have Turned Colleges Into Money-Grubbing Institutions

and Black are independent of the university, interference in their reporting inspired students to walk away from a situation where the power structure was clearly encroaching on their individual freedoms.

The right and freedom to vote on college campuses is also becoming increasingly difficult to ensure. Voter ID bills across the country threaten to invalidate the student vote, while also disenfranchising people of color, disabled people, seniors and low-income families.

In Pennsylvania, new state laws threaten to invalidate 85% of student IDs for identification at the polls because they lack expiration stickers. In Tennessee, student identification cards will no longer be accepted at the polls this November. Interestingly, state-issued handgun permits are an acceptable form of identification.

Is it possible we've gotten our priorities slightly mixed up?

At What Cost?

College students know that the promise of higher education has been diluted. They see that college costs are soaring, and that tuition costs have risen faster than the rate of inflation. Recent data from the Department of Education estimates ^[8] that if these tuition increases continue, the average cost of a public college will have more than doubled in 15 years.

Students also see that their indebtedness is at unprecedented levels. Student debt in this country is now at \$1 trillion. One in six loan borrowers are in default and dangerously unprotected by the current bankruptcy laws. Students, particularly low-income students, also experience low degree completion rates: As reported by the Organization for Economic Co-operation and Development, only 46% of American college students complete college once they start. This ranks last among the 18 countries that the OECD evaluates.

Our institutions of higher learning cannot continue to offer their best deals only to the privileged few. What seems to characterize most higher education reform is a focus on the skills-gap; however, this undermines the continued need to broaden both access to post-secondary education and college retention across the entire population. Expanding access to higher education is pivotal, but it must also be complemented by strong pedagogical substance on campus that focuses on developing critical thinking skills—so that students are able to understand learning within the framework of social relationships, as well as active participation in democratic life.

What and how we learn is as important as the opportunity to learn itself. That is why changes in the composition of higher education will forever alter what it means to be a productive worker and earner in this country. Students need to be the voice for change and be supported by their institutions to value the experience of social living and critical thinking, rather than prioritizing their turn at an exclusive playground.

Policy makers, university administrators and parents must do their part to demand and preserve investments in well-rounded curricula that are not bound by the pursuit of a paycheck or institutional profit. Instead, we must be driven by the social contract of the human family that fosters engagement in civic life and the dignity of the human experience in a global world.

Noah S. Bernstein is an education program officer at the New World Foundation.

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[10]

4 Disturbing Ways Big Banks Have Turned Colleges Into Money-Grubbing Institutions

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Print Page

Perfecting the Development Pitch for Student Housing

NREI Staff

Mon, 2015-08-17 03:00

Developers who want to attract investors to their student housing deals should practice their pitch.

"Know your numbers. Know your market. Do your homework," says Dorothy Jackman, managing director of the student housing group for Colliers International.

That's also the advice she's giving participants in DealTank, a special session Jackman is co-hosting as part of the program for the [National Multifamily Housing Council's September Student Housing Conference](#).

During the 90-minute session, as many as eight student housing developers will present development and redevelopment deals to a panel of potential investors, including executives from leading private equity firms Kayne Anderson Capital Advisors and Harrison Street Real Estate Capital and top real estate investment trusts (REITs) EdR and American Campus Communities (ACC). It's a unique opportunity for industry participants to pitch a real deal to actual decision makers.

Related

[Investors Bid High for Student Housing](#)

[Student Housing REITs Horde Cash to Buy](#)

"We put a cast of characters together who are going to provide interesting and entertaining feedback," says co-moderator Steve Helfrich, vice president of business development for CampusWorks.

There is a possibility that one of the panelists will decide to invest in one of the deals presented to them. "Maybe it results in a future ACC development or presale opportunity," says William Talbot, chief investment officer and executive vice president for ACC.

All eyes on infill

Student housing has become very attractive to equity investors like REITs and private equity funds. "There is definitely a lot more capital coming into student housing," says Helfrich. Development and redevelopment opportunities give these student housing investors higher investment yields than they can find by buying stabilized student housing properties.

But good development deals are getting harder to find. "There are no longer as many deals," says Helfrich. "There are fewer and fewer opportunities."

Across the country, developers are creating fewer new student housing beds. A little less than 50,000 new beds will join the market in 2016. That marks a slight decrease from the 50,100 new beds opening for the

Submitted by Rebecca Shafer 5/23/16

Know your numbers. Know your market. Do your homework.

2014 in our same-store markets," says Talbot.

Development sites are scarce because student housing developers now compete to build on the limited number of sites within walking distance of large universities. All the new student housing properties that ACC plans to open from 2015 to 2018, totaling \$1.2 billion in development, will be in core markets with an average distance to campus of under 0.1 miles. Developments close to campus meet ACC's longstanding investment criteria, offer the best long-term value and provide the highest net operating income, according to Talbot.

However, these infill development projects pose challenges for would-be developers. Developers often have to squeeze more housing beds onto sites as small as half an acre. Instead of sprawling, traditional developments of three-story, wood-frame apartments, many developers are building mid-rise buildings or even high-rise properties—with parking structures typically made of concrete—to achieve the necessary densities. Because of the complexity of development work, local governments may require lengthy approval processes. "These are very challenging construction projects," says Helfrich.

Countertrend opportunities

With so much competition jockeying for infill positions near large universities, some developers are switching strategies and targeting sites near universities with fewer than 10,000 students. "We are also seeing people build smaller projects in smaller universities," says Taylor Gunn, research analyst for student housing at Axiometrics.

Some investors resist the urge to follow these developers to smaller schools, however. "Smaller tertiary universities tend to be more susceptible to fluctuation in enrollment and new supply," explains ACC's Talbot. "We see a higher risk profile to long-term ownership in those markets." ACC focuses primarily on large, tier-one universities that either have enrollment over 15,000 students or are a flagship within their respective state. That still includes a large number of schools. "The opportunity set equals 280 universities with over 6.3 million students," says Talbot.

Developers may also find opportunities by building more affordable student housing. Most new student housing properties feature high-end products and expensive amenities that push rents higher. "It seems like a lot of developers are trying to outdo each other, going after that top 10 percent of students who can afford the most expensive properties," says Helfrich.

Helfrich estimates that roughly 40 percent of all students will live in off-campus housing but won't be willing or able to pay the high rents at those primo properties. In an effort to reach this substantial tranche of the student market, some student housing firms are seeking properties located a little further from campus or redevelopment opportunities with existing student housing properties, where they may be able to charge students less in rent.

fall of 2015 and significant drop from the 63,000 new beds finished in 2014, according to data firm Axiometrics.

Development sites close to campus are becoming difficult to find and take much longer to assemble and entitle. "We believe that is what has caused the recent decline in new supply across the student housing market --ACC has seen a 28 percent decline in new supply over

Given the shifting landscape in the student housing market today, DealTank's participants have a lot of homework to do before bringing their best pitches before the savvy panel of student housing investors.

Think you might have the best deal? Sign up for the [DealTank](#).

Source URL: <http://nreionline.com/student-housing/perfecting-development-pitch-student-housing>

The New York Times

August 20, 2006

VENTURES

College-Town Real Estate: The Next Big Niche?

By VIVIAN MARINO

FROM now through Labor Day, thousands of college students will be settling into off-campus apartments across the country as they haul in their PC's and stereos, their boxes of DVD's, clothing and sports paraphernalia, for the fall semester.

For some unhappy neighbors, this may conjure up images of ceaseless parties and beer cans galore. But some investors see something more propitious: a steady stream of revenue, for starters, and growth potential for years to come.

"The student housing market is a good niche opportunity today," said Kenneth T. Rosen, chairman of the Rosen Consulting Group, a real estate and economics research company in Berkeley, Calif. "The demographics are excellent, and the demand is great."

College enrollments have been on the rise as the baby boomers' children — sometimes known as the "echo boom" generation — come of age. This group, born from 1982 to 1995, is about 80 million strong. Yet the supply of on-campus housing is becoming increasingly limited.

At some state universities, like the University of New Mexico in Albuquerque and the University of Nevada in Las Vegas, fewer than 10 percent of the students live on campus, according to Michael H. Zaransky, author of the new book "Profit by Investing in Student Housing" (Kaplan Publishing). At Boise State University in Idaho, the ratio of beds to enrolled students was just 4.6 percent, according to data he collected two years ago.

"Most resident dorms are aged, but universities, particularly the public universities, are under severe financial pressure and simply do not have the money to meet the demand by building more dorms," Mr. Zaransky said.

Seeing an opportunity to meet widening demand, Mr. Zaransky's own real estate firm, Prime Property Investors in Northbrook, Ill., has been shifting its focus to off-campus student housing in the last couple of years, with the purchase or development of apartments and town houses near the University of Illinois, Purdue University, Loyola University of

Chicago and Florida State University. The firm rents out 700 beds in all, he says.

“We try to buy as close as possible to the schools — within walking distance,” he said. “Those are the apartments that tend to get rented first and get higher rental increases.”

Right now, with the school year about to commence, all of its units are spoken for. “I’m not aware of any other sector in the residential housing business where you can count on 100 percent occupancy,” he said.

Of course, there are few other segments where the turnover can approach 100 percent. While roughly a third of the student tenants typically renew their leases before they expire by early to mid-August, property owners must work hard earlier in the year to rent the remaining units.

They also have only a narrow window of time to replace furnishings and to do all the repair work, cleaning and painting that is often required after everyone moves out.

“It is much more management intensive” than traditional housing, said Ralph L. Block, a real estate portfolio manager at the Phocas Financial Corporation, who is looking into investing in student housing for his company. He called the sector “risky in one sense and not as risky in another.”

“The risk comes with the fact that the turnover period is very short; if you make some bad estimates and you don’t get your apartments filled at the right time, you’ll have a vacancy rate lasting the entire year, because it’s hard to convert them to alternative uses,” Mr. Block explained. “But the steadiness of demand and still fairly limited supply argues for less risk.”

(Unlike traditional apartments, which are leased by the unit, student housing projects are often leased by the bed, and, increasingly, the leases are guaranteed by a parent.)

Student housing has already proved profitable for many investors. The capitalization rates — meaning the initial yields — can often exceed those on conventional multifamily homes, industry experts say.

“We averaged, on the projects sold in the last year, around 6.4 percent, compared with a 5.1 percent cap rate for traditional multifamily,” said Ryan S. Reid, first vice president and national director of student housing at CB Richard Ellis, a commercial real estate brokerage firm.

But as student housing becomes more widely accepted by investors — and more expensive to buy — the gap is expected to narrow. Markets where land is in short supply — like New

York, Boston, Chicago and parts of Florida and California — are already considered hot markets, according to Mr. Reid. Austin, Tex., is another favored spot.

The bulk of the estimated \$160 billion student housing market remains controlled by independent companies and investment groups that operate mostly regionally. Institutional and individual investors can participate in some deals, usually for a minimum investment of \$50,000 to \$150,000.

Some tenants-in-common programs, or T.I.C.'s, nascent products that offer fractional ownership of properties, also invest in student housing.

Wall Street has been slower to catch on. "The capital markets weren't quite sure how to look at this product type," Mr. Reid said. "They still had what we could call more of the 'Animal House' view of what student housing was."

But in the last couple of years, three real estate investment trusts specializing in student housing have emerged — GMH Communities Trust, American Campus Communities and Education Realty Trust — making the sector more accessible to passive investors with less money to invest. (Equity Residential also has some student housing properties in its portfolio.)

Although the three student-housing REIT's are still finding their bearings, at least two of them, American Campus Communities and Education Realty Trust, have managed healthy returns. This year through July, American Campus Communities had a total return (price appreciation and dividend) of 10.07 percent while Education Realty returned 28.76 percent, according to the National Association of Real Estate Investment Trusts. By comparison, the total return for all equity REIT's during that period was 16.12 percent, the association said.

But GMH Communities, which also builds and operates military housing, had a negative yield of 16.04 percent for the first seven months of this year, according to the association. The company recently disclosed that it has had to borrow heavily in order to pay dividends.

Mr. Block of Phocas Financial said he likes Education Realty, in which he invests himself. The company has focused mostly on smaller schools in less-urban areas but plans to expand into bigger cities. Its portfolio includes 36,637 beds at 59 college communities in 21 states.

The company was developing private off-campus housing long before it was public.

"Our first project was in 1964 in Chapel Hill, N.C.," the home of the University of North Carolina, "and we are still there," said Paul O. Bower, the chief executive. "We've served the

children of the original tenants, and soon the grandchildren.”

Some of Education Realty’s units include luxury amenities like swimming pools, while others are more like dormitories, Mr. Bower said.

At this time of year, the occupancy level for all of them starts at 100 percent. “We lose a percentage point or two throughout the year,” he said, adding that the most labor-intensive part of the operation is managing the units. “Eighty percent of the overhead expenses is for management,” he said.

Mr. Zaransky of Prime Property Investors suggests that intrepid investors who want to go it alone — by buying condominiums or town houses and renting them out — hire professional managers to oversee the properties. Management fees are typically 5 to 8 percent of the rent collected, he said.

Monthly rents vary by region. In the Southeast, for instance, they can range from \$450 to nearly \$800 a bed, according to Tom E. Lewis Jr., a managing partner at Flagstone Holdings in Miami, which specializes in acquiring and developing student housing in that region.

And with demand for private student housing expected to remain strong for the next several years, industry experts say, investors can almost bank on steady rent increases regardless of economic conditions or the interest rate climate. The same can’t be said about conventional apartments.

“The success of these investments is tied to college enrollment, not to external economic factors like job creation,” Mr. Zaransky said. “In fact, one can argue that in bad economic times, people will want to pursue better credentials and go back to school.”

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PAGE
BREAK

From: Patricia Taylor <ptaylor.ehhi@gmail.com>
Sent: Thursday, May 05, 2016 5:50 PM
To: Town Mngr
Cc: Virginia D. Walton
Subject: EHHI - Outdoor Wood Furnaces
Attachments: OWF 3.jpg; CT Towns Banning OWFs.pdf; Tolland Zoning Regulation Prohibiting Outdoor Wood Furnaces (Mayors, Town Managers).pdf; EHHI Short Overview of OWFs.pdf; CT DEEP Fact Sheet - Conn. Gen. Stat. 22a-174k and Outdoor Wood Burning Furnaces.pdf; Case 2 - Converse, Weston, CT.pdf; EHHI 2010 Report - The Dangers to Health from OWFs.pdf

Mr. Hart,

I spoke briefly on the phone today with Assistant Town Manager Capriola.

Thank you for this opportunity to reach out with the attached information from Environment and Human Health, Inc. (EHHI). **We encourage Mansfield to pass an ordinance or zoning regulation prohibiting outdoor wood furnaces (OWFs).**

I've shared this information with Rob Miller, your Director of Health at Eastern Highlands Health District Health, so you may seek his advice on the health information enclosed. **CT DEEP and DPH are very pleased with our effort.**

Currently, 2 towns in your county – Hebron and Tolland – prohibit these appliances.

While Connecticut General Statute 22a-174k limits setbacks and restricts stack heights and what may be burned in OWFs, it is left to local leadership to regulate or to ban their use in your community.

Wood smoke contains many of the same toxic compounds that are found in cigarette smoke.

OWFs are one area of study and policy for EHHI because of their harm to human health. Neighbors who live near an OWF suffer illness and injury. Their homes lose value. When they decide the only solution to their health problems is to sell and move, they can't find a buyer because inspection uncovers the nearby furnace and the sale falls apart.

See www.ehhi.org/woodsmoke/ for an overview.

Only Mansfield can guarantee clean air and good health for its residents, when it comes to OWFs – by banning them. Please be assured it is ONLY OWFs that we seek to ban. The 19 Connecticut towns that have already passed bans will verify that fact.

On Tuesday May 10, I will drop a hard copy of the (large attachment) 2010 EHHI report entitled *The Dangers to Health from Outdoor Wood Furnaces* to your office. The study it reports was peer-reviewed and published in 2014 in the *Journal of Inhalation Toxicology*.

If you'd like to meet me then, please let me know. I'd love to speak with you or any member of your team about whether you support this effort

Regards,

Tricia Taylor

About EHHI:

Environment and Human Health, Inc. (EHHI) is a ten-member, science-based organization composed of physicians, public health professionals and policy experts. The organization is dedicated to protecting human health from environmental harms through research, education and the promotion of sound public policies.

EHHI is not a membership organization and therefore all of its support comes from foundations and committed individuals. EHHI does not receive any funds from businesses or corporations.

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North Haven, Connecticut 06473
Phone (203)248-6582 Fax (203)288-7571

A recent study on outdoor wood furnaces (OWFs) shows that homes as far away as 850 feet from an outdoor wood furnace are impacted by enough smoke to cause illness. Connecticut has setbacks regulations for OWFs of only 200 feet.

- NESCAUM has estimated that each OWF emits 20 times the wood smoke as one certified indoor wood stove. NESCAUM is an association of air quality agencies in the Northeast. Their Board of Directors consists of the air directors of the six New England states - Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont - and New Jersey, and New York. Their purpose is to provide scientific, technical, analytical, and policy support to the air quality and climate programs of the eight Northeast states.
- Although many people associate tobacco smoke with certain health risks, research indicates that second hand wood smoke has potentially even greater ability to damage health. Tobacco smoke causes damage in the body for approximately 30 seconds after it is inhaled. Wood smoke, however, continues to be chemically active and cause damage to cells in the body for up to 20 minutes, or 40 times longer.
- A house as far away as 850 feet from an outdoor wood furnace (OWF) had 6 times the levels of PM 2.5 as the houses not near an outdoor wood furnace and 4 times above the levels of the EPA air standards.
- *EPA defines PM 2.5 as Particle Matter less than 10 micrometers in diameter. These small particles pose a health concern because they can be inhaled into and accumulate in the respiratory system. Health studies have shown a significant association between exposure to fine particles and premature mortality. Other important effects include aggravation of respiratory and cardiovascular disease (as indicated by increased hospital admissions, emergency room visits, absences from school or work, and restricted activity days), lung disease, decreased lung function, asthma attacks, and certain cardiovascular problems such as heart attacks and cardiac arrhythmia. Individuals particularly sensitive to fine particle exposure include older adults, people with heart and lung disease, and children. Sources of fine particles include all types of combustion activities - motor vehicles, power plants and wood burning.*

A house 240 feet from OWF had 12 times the levels of PM 2.5 as the houses not near an outdoor wood furnace and 8 times above the levels of the EPA air standards.

- Both those heavily impacted homes were within the Connecticut setback regulations of 200 feet.

- For some homes that are near OWFs that have been grandfathered in – they have wood smoke levels as high as 14 times that of houses not near outdoor wood furnaces and 9 times above the levels of the EPA air standards.
- High levels of wood smoke were present in every 24-hour period tested inside homes neighboring outdoor wood furnaces.
- The particles of wood-smoke are so small that windows and doors cannot keep smoke out.
- Public Health Toxicologist David Brown, Sc.D., an expert on the health effects of wood smoke, states, "Episodes of short-term exposures to extreme levels of fine particulates from wood smoke and other sources for periods as short as two hours can produce significant adverse health effects."
- Oncologist D. Barry Boyd, MD, says, "Wood smoke contains a number of organic compounds that are both potential and recognized carcinogens. Exposure to wood smoke over time may raise the risk of both chronic lung disease and lung cancer."



Conn. Gen. Stat. 22a-174k and Outdoor Wood Burning Furnaces

During the 2005 session of the General Assembly Public Act 05-227, now codified as Connecticut General Statute 22a-174k, concerning the siting of Outdoor Wood Burning Furnaces (OWFs) was signed into law.

The Conn. Gen. Stat. 22a-174k requires that any OWF constructed, installed, established, or modified after July 8th, 2005:

- Must operate only on wood that has not been chemically treated.
 - Any other material burned in the OWF would constitute a violation of the statute.
 - Additionally, installation and operation must be conducted in accordance with the manufacturer's written instructions provided they do not conflict with the statute.
 - Must be located not less than 200 feet from the nearest residence not being served by the unit. (If the unit will be closer than 200 feet to the nearest residence not being served by the unit, then the OWF must not be installed).
- Must have a chimney that is more than the height of the roof peaks of residences located within 500 feet of the OWF, provided the chimney height is not more than 55 feet (This is to the actual roof peak, not the mid-line of the slope).
 - A chimney's height is limited to no more than 55 feet, from ground level, at its installed location. (If this is not more than the height of the roof peaks of residences located within 500 feet of the OWF, then the OWF must not be installed).
 - A licensed Land Surveyor or Professional Engineer would be able to provide appropriate mapping, showing both the horizontal and the vertical control measurements to all residences within the 500 foot radius required by law in order to demonstrate compliance with Conn. Gen. Stat. 22a-174k.
- Is subject to an infraction, not to exceed \$90/day, for every day of operation not in compliance with Conn. Gen. Stat. 22a-174k. Violation of this statute is listed under miscellaneous in the Judicial Infraction Schedule.

Connecticut municipalities continue to have local control of land use in and around areas with OWFs, for instance:

- Some municipalities institute summer bans, complete bans, or limit installation of OWFs within their jurisdictions. Local municipalities may choose to limit installations near schools, churches, and commercial areas as the statute only addresses set back requirements from residences.
- The installation of an OWF requires a building permit.

- While not required by the statute, some municipalities may choose to require a submittal from a licensed surveyor or professional engineer documenting the location of the OWF, distances to residences, and comparative heights of the stack and residential rooflines, as required by the statute, as part of the local zoning or building permit process.
 - This could ensure the local municipality limits its potential liability by not issuing a permit granting authorization to a resident to install an OWF unit in a non-compliant manner.
 - Property owners, local officials, and state officials do not have jurisdiction to allow variances or exception for any of these regulatory requirements.
 - As with any tall narrow structure, adequate foundation and guying support should be installed as needed to meet applicable codes and ensure public safety.
- Municipalities affected by operation of an OWF, along with DEP, have authority to enforce the provisions of Conn. Gen. Stat. 22a-174k.

Other Obligations

In addition to the provisions of Conn. Gen. Stat. 22a-174k and local ordinances, Sections 22a-174-18 and 22a-174-23 of the Regulations of Connecticut State Agencies for the abatement of air pollution also apply to the owner or operator of an OWF.

- The provisions of subsection (b) of 22a-174-18 provide that an owner or operator of any fuel burning source shall not exceed 20% opacity during any six-minute block average and 40% opacity during any one-minute block average.
- The provisions of subsection (c) of 22a-174-18 provide that no person shall cause or allow the emission of visible particulate matter beyond the legal boundary of the property on which such emission occurs that either; remains near ground level beyond such property boundary, or diminishes the health, safety or enjoyment of people using a building or structure located beyond the property boundary. Additionally, no person shall emit particulate matter into the ambient air in such a manner as to cause a nuisance.
- The provisions of subsection (a) of 22a-174-23 provide that no person shall cause or permit the emission of any substance or combination of substances which creates or contributes to an odor, in the ambient air, that constitutes a nuisance. Additionally, an odor constitutes a nuisance if present with such intensity, characteristics, frequency and duration that; it is, or can reasonably be expected to be, injurious to public health or welfare, or it unreasonably interferes with the enjoyment of life or the use of property.

For More Information

The CT DEP operates an **Air Pollution Complaint Line at 860-424-3436**. This line is open to all citizens with concerns regarding smoke and other air pollution. It is operated from 8:00 am - 4:30 pm, Monday through Friday; voice mail is available for complaints made during evening and weekend hours or you can e-mail a complaint to dep.aircomplaints@ct.gov

THE 19 TOWNS in Connecticut that have now banned outdoor wood furnaces are:

Avon

Bethel

Cheshire

Clinton

Granby

Haddam

Hamden

Hebron

Norfolk

North Haven

Plainville

Portland

Ridgefield

Rocky Hill

Simsbury

South Windsor

Tolland

West Hartford

Woodbridge

January 26, 2016

Town of Tolland Zoning Regulation Prohibiting Outdoor Wood Furnaces

http://www.tolland.org/sites/tollandct/files/uploads/zoning_regulations_0.pdf

Article XVII Zoning Regulations Rev.: March 15, 2015

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Accessory Uses and Structures

Section 17-1. General Requirements

B. Prohibited Accessory Uses and Structures.

The Commission feels that, by their very nature, the following uses and structures cannot be regulated in such a fashion as to protect the Health, Safety and Welfare of the general public and are prohibited in all zones.

1. Outdoor Wood Furnaces as defined by P.A. 05-227

Case number 2 - Suzan Converse, Weston, CT

My neighbor across the street has a wood-burning furnace and it has become an extreme disturbance and problem in our lives. Once he begins using his furnace in the fall I can no longer open my windows to get fresh air, in fact, my house is always contaminated by his wood smoke.

I found out that indoor air is 70% of what is outdoors...that no windows or doors can keep the smoke out. I also cannot hang any laundry out on my line because it will get completely smoked out and thus I am forced to use more energy with my clothes dryer. We are very health conscious and environmentally conscious people who make decisions carefully so that we don't leave much of a footprint.

We feel extremely frustrated that we are defeated in our efforts by someone else's lack of consideration. One of my children recovered from a serious autoimmune disease before we moved into our house (3 years ago) and had we known the circumstance with my neighbor we would never have bought it.

No one in my family had ever suffered any upper respiratory illness until three years ago. At that time I was very ill and had borderline pneumonia. The following year my entire family spent a day outdoors on our property doing yard work and playing and 3 days later we were all sick with bad coughs and I again was close to pneumonia.

We are very careful not to go out anymore when his furnace is in use and try to have our property cleaned up in the fall before he begins using his furnace. There are times when the smoke is at ground level. I can never even feel comfortable letting my own children out to play for fear of their breathing the toxic wastes. If we could afford to move we would.

We feel trapped and defeated not only by our neighbor but by our town and the illogical grandfather laws allowing someone to harm others if they have been doing it already before a certain time. Why aren't people protected from wood smoke like this automatically? The people who sold us this house moved because one of the owners had a terminal lung condition and had difficulty going up and down stairs (he used oxygen tanks). Was it exacerbated by my neighbor's furnace? I feel afraid for our future health and will do anything to stop this man from using his furnace not just for my family's health but my neighbors' health and that of the wildlife and plant life that still exists in our area.

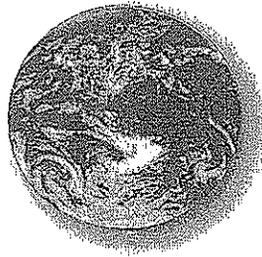
From: Suzan Converse, Weston, CT
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THE DANGERS TO HEALTH FROM Outdoor Wood Furnaces



ENVIRONMENT & HUMAN HEALTH, INC.

OUTDOOR WOOD FURNACES



THE DANGERS TO HEALTH FROM **Outdoor Wood Furnaces**

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possible by The Tortuga Foundation and
The William C. Bullitt Foundation.*



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Introduction

This study investigates how homes are affected by neighboring outdoor wood furnaces, as well as the health implications for the families living inside homes impacted by wood smoke.



When the weather forecast includes a warning of poor air quality, many people reduce their levels of activity and stay inside. However, many homes that are impacted by neighboring outdoor wood furnaces have air quality *inside* that is poor all the time. What can people do? This study investigates how homes are affected by neighboring outdoor wood furnaces, as well as the health implications for the families living inside homes impacted by wood smoke.

In this report, Environment and Human Health, Inc. (EHHI) explains its study, which measured potential wood smoke inhalation by people living in homes in the vicinity of outdoor wood furnaces (OWFs), also known as outdoor wood boilers (OWBs). EHHI's study monitored levels of PM_{2.5} and PM_{0.5} particles in each house for 72 hours.

The U.S. Environmental Protection Agency (EPA) has shown that PM_{2.5} and PM_{0.5} are the most common size particles in wood smoke. PM_{2.5} and smaller cause the greatest health impacts because they are small enough to go deep inside the lungs, where they can not only damage the lungs, but also pass through into the blood stream,

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delivering their toxins throughout the body. EHHI's study was performed over three days, for 72 hours per house, in each house that was monitored. This is the only study of its kind to date.

People have a long association with burning wood as a fuel, and because of that fact, one could easily believe that wood smoke is a natural part of our environment and is quite benign. This, however, would be wrong. Wood smoke has many of the same components as cigarette smoke, now heavily regulated because of its harmful health effects. Not only is wood smoke harmful to health, but there are currently almost no regulations restricting it or protecting neighbors who are harmed by it.^{1,2}

OWFs use a heating technology that has grown in popularity, especially in the northern United States. In most cases, OWFs look like small sheds with short stacks. They are self-contained, and are connected to the building or house that they heat through underground insulated water pipes. The wood-burning shed contains a metal combustion chamber for a wood fire, surrounded by a water jacket. The fire heats the water, which is then circulated through the insulated water pipes into the house or building for heat.³

People have a long association with burning wood as a fuel, and because of that fact, one could easily believe that wood smoke is a natural part of our environment and is quite benign. This, however, would be wrong.

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The components of cigarette smoke and wood smoke are very similar, and some components of both are carcinogenic.

Outdoor wood furnace emission problems are exacerbated by the fact that these devices cycle between oxygen-deficient and oxygen-rich burning. This causes the smoke that leaves the stack to be cool. Irrespective of the stack's height, the wood smoke will fall toward the ground and will then travel in a plume for up to one-half mile, impacting houses in its wake.⁴

Wood smoke contains particles that are so small they cannot be kept out of homes, even tightly built homes. The smoke particles enter through the windows and the doors and remain in the homes for long periods of time, impacting a family's health.⁵

As the use of outdoor wood furnaces has increased, so has the number of complaints. Neighbors have reported serious health impacts, including reduced lung function, increased asthma attacks, headaches, sinusitis, bronchitis and pneumonia. Many of the components of wood smoke are carcinogenic—and wood smoke as a whole can aggravate heart disease.⁶

According to the Environmental Protection Agency (EPA), wood smoke includes toxic air pollutants and can cause coughs, headaches, and eye and throat irritation in otherwise healthy people.⁷ Scientific literature further demonstrates that wood smoke exposure can depress the immune system and damage the layer of cells in the lungs that protect and cleanse the airways. Wood smoke interferes with normal lung development in infants and children. It also increases children's risk of lower respiratory infections, such as bronchitis and pneumonia. The components of cigarette smoke and wood smoke are very similar, and some components of both are carcinogenic.

Why outdoor wood furnaces (OWFs) emit far more smoke than other wood-burning devices

The design of an outdoor wood furnace does not allow for complete combustion, and thus generates large amounts of dense smoke. When it leaves the stack, the smoke is much cooler

OUTDOOR WOOD FURNACES

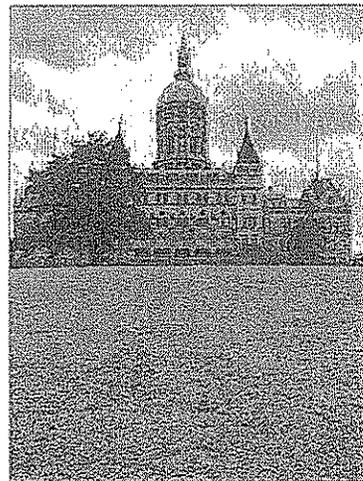
than smoke from other wood-burning appliances. The firebox inside the shed of most OWFs is fully surrounded by a water jacket. This causes the wood fire to remain well below the needed 1000° F temperature for a complete burn. The slower, cooler fire is inefficient and creates a great deal of smoke, carbon monoxide and creosote.^{8,9}

The Northeast States for Coordinated Air Use Management (NESCAUM) found that the average fine particle emissions from one OWF are equivalent to the emissions from 22 EPA-certified wood stoves, 205 oil furnaces, or as many as 8,000 natural gas furnaces. The report notes, to put these numbers in perspective, that a single outdoor wood-burning boiler can emit as much fine particulate matter as four heavy duty diesel trucks, on a grams per hour basis.¹⁰ The smallest OWF has the potential to emit almost one and one-half tons of particulate matter every year.¹¹

Why Environment and Human Health, Inc. undertook this study

In 2008, Environment and Human Health, Inc. (EHHI) began receiving requests for help from people whose neighbors were using outdoor wood furnaces to heat their homes. These people had sought help from their town and state officials, and only called EHHI after they had been unable to obtain any help to stop wood smoke emissions from entering their homes and making them sick. Because of the harmful effects of wood smoke on health and because federal and state agencies were not stepping in to protect health, Environment and Human Health, Inc. felt that it needed to act to try to protect the families being adversely impacted by OWFs.

Many states have materials on their websites citing the dangers of OWFs, as well as the harmful effects of wood smoke in general. Some states have passed “set-back” regulations and stack height regulations for OWFs—but none of these measures has been able to protect human health. To date, only the state of Washington has banned OWFs throughout the state.

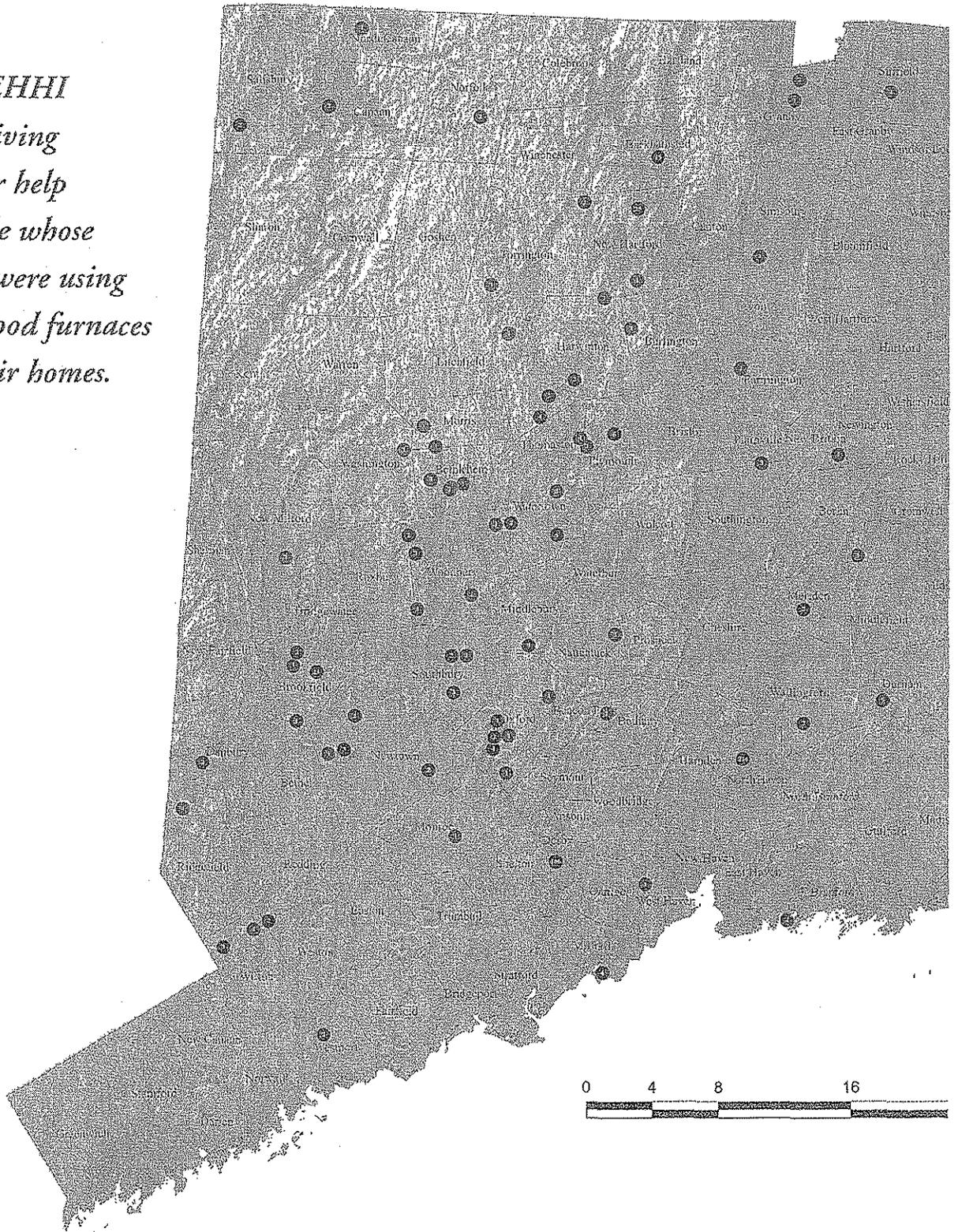


Some states have passed “set-back” regulations and stack height regulations for OWFs—but none of these measures have been able to protect human health.

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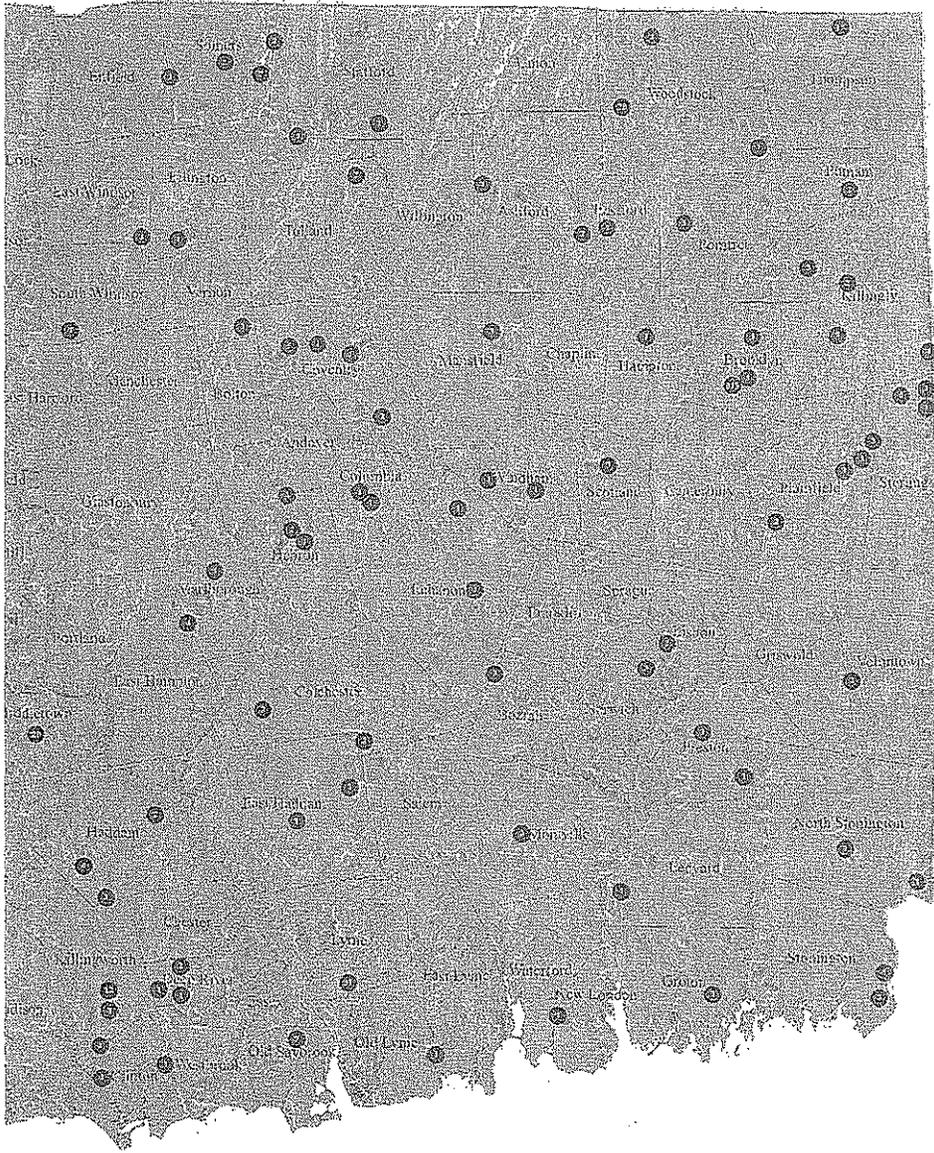
Outdoor Wood Smoke: Number of Complaints

In 2008, EHHI began receiving requests for help from people whose neighbors were using outdoor wood furnaces to heat their homes.

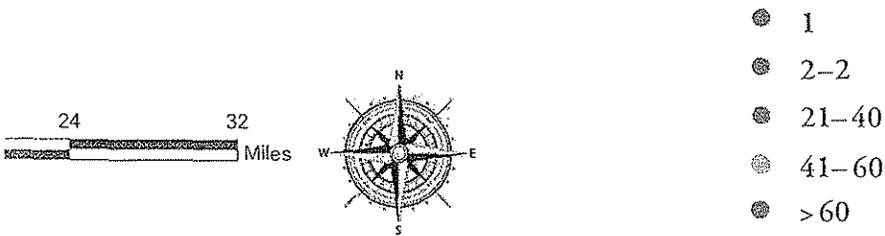


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Units by Location in the State of Connecticut



Unless states take decisive action to protect their citizens, confusion and inaction will remain with regard to who has jurisdiction over wood smoke problems—and who will actually enforce wood smoke regulations.



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Emissions from a smoldering fire, with incomplete combustion, contain more carbon monoxide, carcinogens, organic toxicants and irritants than smoke emissions from a very hot fire that is supplied with high levels of air and oxygen.

Although some individual towns across the country have banned new installations of OWFs, this is a very cumbersome way to address the problem, as there are thousands of towns. In addition, bans by towns, going forward, do not address the problems created by “grandfathered” OWFs. In the meantime, new OWFs are being installed across the northern states in this country, creating more and more problems for people living near them (*see map, preceding page*).

When neighbors complain to the state about an outdoor wood furnace that is *in compliance*, but is causing them harm, they are often referred back to their town officials. Unless states take decisive action to protect their citizens, confusion and inaction will remain with regard to who has jurisdiction over wood smoke problems—and who will actually enforce wood smoke regulations.

Wood smoke contains unhealthy amounts of:

- particulate matter
- dioxin
- carbon monoxide
- nitrogen dioxide
- sulfur dioxide
- hydrochloric acid
- formaldehyde
- other toxic air pollutants

Exposure to these pollutants is associated with a diverse range of harmful health effects, some of them short-term and others long-term.

How can the risks to residents' health in a home impacted by wood smoke be determined?

The amount of wood smoke inhaled determines the health risk.

The amount of contaminated air inhaled inside a house determines the health risk. In the case of complex mixtures of toxins, such as those present in wood smoke, the health effects are determined by the chemical components of the smoke emissions. Thus, the health

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effects from smoldering fires are not the same as from hot "oxygen-rich" fires. Mixtures that include particulates that can be inhaled deep into the lungs put individuals at high risk. Certain gaseous toxins may be adsorbed onto the surfaces of the particulates and carried to the most sensitive regions of the lungs, where they are readily absorbed into the body. Normally, such gases would be removed in the nose and upper respiratory tract and would not reach the sensitive areas of the lungs.

The small respirable particles, 0.1 to 5 microns¹² in size, are present in all wood smoke. The particles remain suspended in the air for several hours and readily flow into houses. Thus, the particulates in the 0.1 to 5 micron size range are a surrogate for measuring the presence and intensity of wood smoke inhalation risk. Other sources of particulates in this size range include tobacco smoke, cooking particles and combustion gases from industrial sources found in ambient air.¹³ Therefore, the indoor measures must be compared with background levels in the ambient air.

The inhalation of wood smoke is hazardous. Wood smoke contains irritants, systemic toxins and carcinogens. All wood smoke emissions are not the same. The levels of irritants and carcinogens are determined by the type of wood, its source and the method of burning. Emissions from a smoldering fire, with incomplete combustion, contain more carbon monoxide, carcinogens, organic toxicants and irritants than smoke emissions from a very hot fire that is supplied with high levels of air and oxygen.

Almost all burning wood and biomass release a range of particulate matter, from dense smoke to fine particulates that readily penetrate the deep lungs. Levels of particulates can be used as a surrogate for the amount of smoke emissions that enter a building. According to the EPA, toxics in the wood smoke emissions from outdoor wood furnaces include carbon monoxide, PM_{2.5}, PM₁₀, methane, volatile organic compounds, benzene, sulfur dioxide, nitrogen oxides, ammonia, formaldehyde, acetaldehyde, phenol, naphthalene, cresols, acrolein, 1,3-butadiene, benzopyrene, mercury, dioxins and furans.¹⁴



According to the EPA, toxics in the wood smoke emissions from outdoor wood furnaces include carbon monoxide, PM_{2.5}, PM₁₀, methane, volatile organic compounds, benzene, sulfur dioxide, nitrogen oxides, ammonia, formaldehyde, acetaldehyde, phenol, naphthalene, cresols, acrolein, 1,3-butadiene, benzopyrene, mercury, dioxins and furans.

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Until Environment and Human Health, Inc. conducted this study, very little was known about how much wood smoke was actually inside homes located near outdoor wood furnaces.

Until Environment and Human Health, Inc. conducted this study, very little was known about how much wood smoke was actually inside homes located near outdoor wood furnaces. EHHI has now evaluated the indoor air quality inside a number of homes near outdoor wood furnaces. EHHI also evaluated a number of homes that were not near outdoor wood furnaces, which served as the control houses.

The critical question is the safety of those who continue to inhabit a house that has accumulated wood smoke emissions.

In order to understand the risk from the exposures occurring inside houses impacted by wood smoke emissions, it is necessary to monitor the hourly concentrations over several days to establish the patterns of air changes. To establish the added risk from wood smoke, it is necessary to compare the measurements to concentrations in control, or background, houses.

How outdoor wood smoke enters the inside of neighboring homes and the resulting health effects

The amount of smoke emissions that enter a house is dependent on the concentration of the smoke emissions outside of the house, as well as the rate at which the house exchanges outside and inside air. Typical houses in the Northeast exchange one total volume of air each hour, but can vary from one air change every two hours for "tight" houses to one air change every half-hour for a very drafty house.

Over a period of several hours, the amount of smoke emissions inside the house will reach the same concentration as in the air that surrounds the house. As a rule of thumb, it can be assumed that after one hour—in a house with good interior circulation to mix the emissions entering the house with the clean air inside it—the concentration of emissions inside a house is approximately half of that outside. The concentration inside the house will increase hourly,

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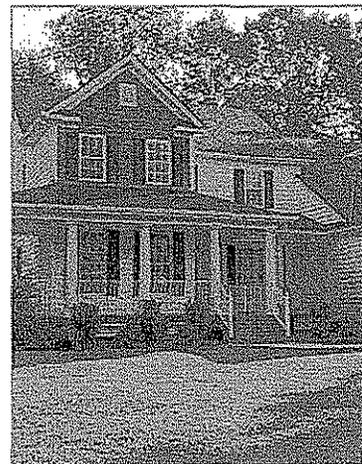
until after a period of six to nine hours, the concentrations of emissions inside and outside of the house are essentially the same.¹⁵

Once a house is contaminated with wood smoke emissions, several hours are required to totally remove the contaminated air. The rate of removal is again determined by the number of air changes per hour. If the outside air is absolutely clean, after one air change the interior contamination is reduced by about one-half. After three to four hours, about 10 percent of the contamination is still present inside of the house. The house retains the contamination after the emissions surrounding the house have been diluted.

A study by the University of Washington in Seattle showed that 50 to 70 percent of the outdoor levels of wood smoke was entering homes that were not burning wood.¹⁶ The EPA performed a similar study in Boise, Idaho, with similar results. The data in the charts on pages 23–27 demonstrate that similar exposures are occurring in Connecticut.

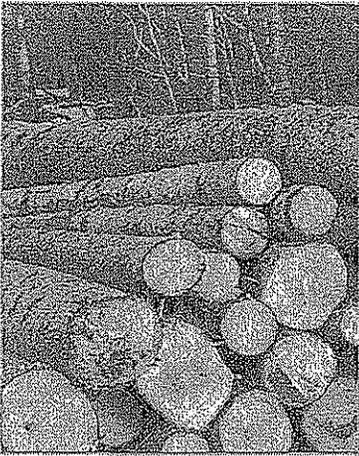
Key background information about wood smoke:

- Large amounts of wood smoke, like the plumes from OWFs, cannot be kept out of neighboring houses, even those with tight windows and doors.
- Wood smoke has many of the same components as cigarette smoke and, therefore, these exposures pose a real health risk for families living in the vicinity of OWFs.
- Wood smoke is a complex mixture of chemicals and particulates. It contains carbon monoxide and other organic gases, particulate matter, chemicals and some inorganic gases. Some of these compounds are toxic (aldehydes and phenols) and some are known carcinogens (benzopyrene and cresols).
- Wood smoke contains carbon monoxide (CO) gas, which at low levels can lead to serious health problems for individuals with compromised heart and circulatory conditions.



Large amounts of wood smoke, like the plumes from OWFs, cannot be kept out of neighboring houses, even those with tight windows and doors.

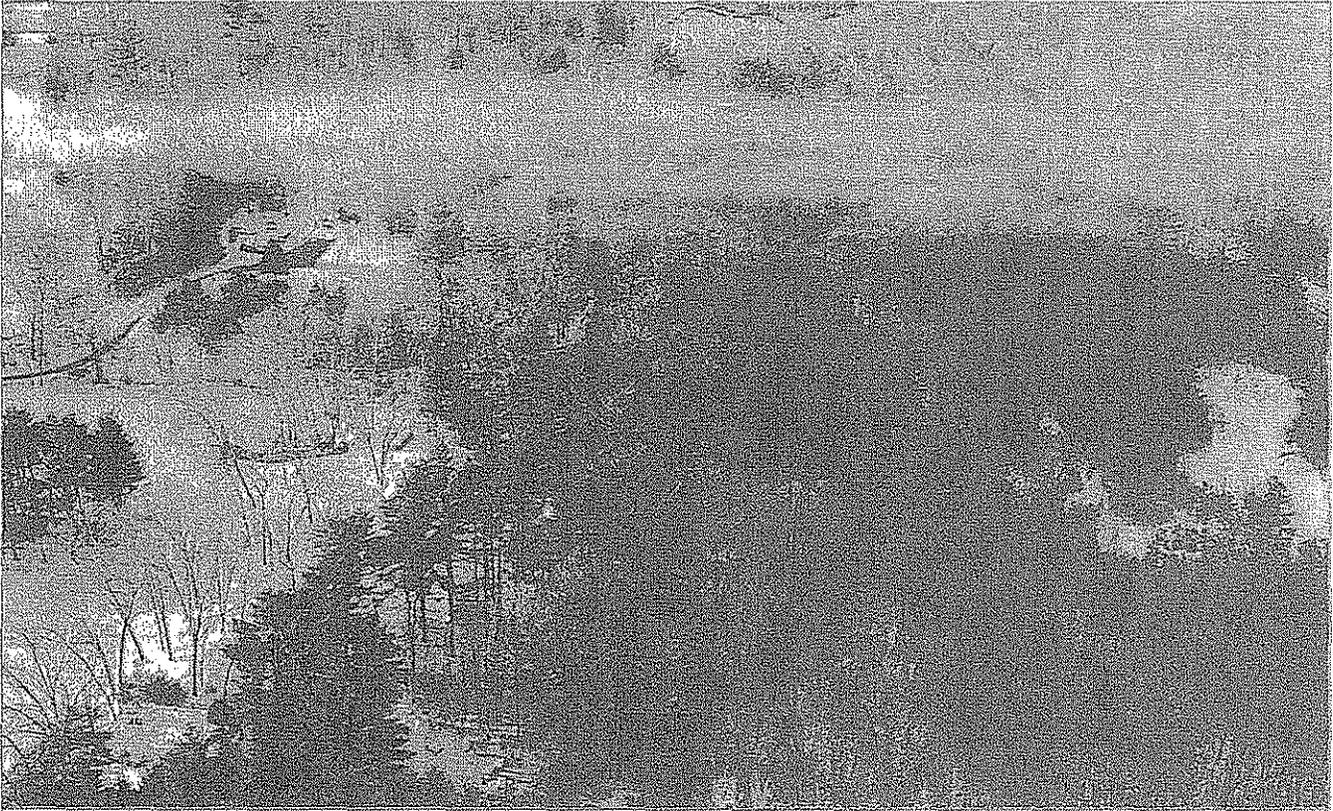
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A study by the University of Washington in Seattle showed that 50 to 70 percent of the outdoor levels of wood smoke were entering homes that were not burning wood. The EPA performed a similar study in Boise, Idaho, with similar results.

- Particulate matter in wood smoke that is less than 10 microns in diameter finds its way into the alveoli in the lungs. Once in the alveoli, the particulate matter can cause structural and chemical changes, which interfere with oxygen uptake. As well, the toxic compounds and carcinogens enter into the bloodstream by way of the alveoli of the lungs.
- Episodes of short-term exposures to extreme levels of fine particulates from wood smoke and other sources, for periods as short as two hours, produce significant adverse health effects.^{17, 18, 19}
- Wood smoke interferes with normal lung development in infants and children. The components of smoke increase children's risk of lower respiratory infections, such as bronchitis and pneumonia. Wood smoke exposure can depress the immune system and damage the layer of cells in the lungs that protects and cleanses the airways.
- Wood smoke causes coughs, headaches, and eye and throat irritation in otherwise healthy people. For vulnerable populations, such as people with asthma, chronic respiratory disease and those with cardiovascular disease, wood smoke is particularly harmful—even short exposures can prove dangerous.
- Children and the elderly have the highest sensitivity to wood smoke. However, no age group is without risk for respiratory problems, including asthma and chronic obstructive pulmonary disease (COPD), that result from breathing wood smoke. The effects are cumulative.
- The air impact of health exposure to wood smoke is increased two-fold during periods with stagnant air. Under such conditions, the inhaled dose levels of particulates within houses approach the hazardous level found in regulated work sites by OSHA. EHHI found smoke entering houses, every day, at even higher levels.

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- The particulate matter and gases in wood smoke are so small that windows and doors cannot keep them out—even the newer energy-efficient, weather-tight homes cannot keep out wood smoke. This is consistent with reports from people in the EHHI study who say their children awaken in the middle of the night having difficulty breathing.
- In 2009, the state of Massachusetts commissioned a study on the environmental impacts of burning wood for electricity. That study, conducted by the Manomet Center for Conservation Sciences, has now been released. The Manomet study shows that, per unit, wood releases more climate-damaging gases than coal.²⁰

Wood burning has been promoted as a “green” energy source because growing forests can absorb the same amount of greenhouse gases that are emitted from burning wood, essentially canceling out the pollutants. The Manomet study shows that wood burning releases more heat-trapping carbon dioxide into the atmosphere per unit of energy than oil, coal or natural gas.

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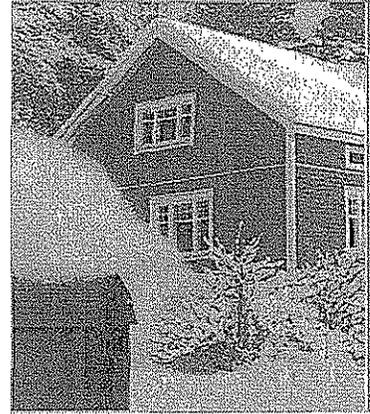
Summary of the Study's Findings

States have tried to control the harmful effects of outdoor wood furnaces by legislating set-back regulations. Some states have set-back regulations of 100 feet from the nearest neighbor, while other states have set-back regulations of 200 feet. This study shows that none of the regulations that have been put in place protect the neighboring properties or the health of the families living in the homes on those properties.

- EHHI measured the two particle sizes — $PM_{2.5}$ and $PM_{0.5}$ — designated by EPA to be the most dangerous to human health. Both of these particulates were continuously recorded in each of the impacted homes for a period of three days. Both hourly averages and minute-by-minute data were collected.
- Two of the most hazardous components of wood smoke, particulate matter (PM) measuring 2.5 and 0.5μ (u) microns in size, were significantly elevated inside homes neighboring outdoor wood furnaces. High levels were present in every 24-hour period tested, in every home.
- A look at the hours of peak exposures to $PM_{2.5}$ particles in both the background houses and the impacted houses shows that House A had peak levels that were six times higher than the control houses; House B had peak levels 14 times higher than the control houses; House C had peak levels 12 times higher than the control houses; and House D had peak levels more than eight times higher than the control houses (see charts showing Houses A, B, C and D on pages 23–26, where the blue line represents background levels in control houses).
- Comparing the derived equivalent $PM_{2.5}$ particle count to the estimated EPA 24-hour air standard of 35 micrograms per cubic meter ($\mu\text{g}/\text{m}^3$) shows that House A had four times the EPA air standard; House B had nine times the EPA air standard; House C had eight times the EPA air standard; and House D had six times the EPA air standard.
- Every impacted home had many hours when $PM_{2.5}$ particles were significantly above both the levels found in the background houses and the EPA air standards.
- All impacted houses had particulate exposures well above the EPA air ambient air quality standard. Levels of $PM_{2.5}$ that exceed the EPA standard are associated with asthma or COPD attacks and hospitalizations, and are also associated with increased risk of cardiovascular problems.
- An impacted house 100 ft. from an OWF had 14 times the levels of $PM_{2.5}$ compared to the background houses, and nine times the levels of $PM_{2.5}$ in the EPA's air standards.

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- An impacted house 120 feet from an OWF had more than eight times the levels of $PM_{2.5}$ compared to the background houses, and six times the levels of $PM_{2.5}$ in the EPA's air standards.
- An impacted house 240 feet from an OWF had 12 times the levels of $PM_{2.5}$ compared to the background houses, and eight times the levels of $PM_{2.5}$ in the EPA's air standards.
- An impacted house 850 feet from an OWF had six times the levels of $PM_{2.5}$ compared to the background houses, and four times the levels of $PM_{2.5}$ in the EPA's air standards.
- The study shows that regulating a 200-foot setback is not protective, and does not keep wood smoke from entering neighbors' homes.
- Even the impacted house as far away as 850 feet from the OWF had levels six times that of the background houses, and four times higher than the EPA air standards, showing that a 200-foot set-back regulation in no way protects property values or human health.
- EHHI's study shows that emissions from the OWFs enter neighboring homes at all hours of the day—and it takes several hours for the particulates to clear out of the homes.
- This study shows that $PM_{0.5}$ particle exposures are also high throughout the 24-hour period, yet state and federal standards are only based on $PM_{2.5}$ particulates.
- The state and federal governments regulate particulate exposures by averaging them over a 24-hour period. Yet this study shows that the exposure peaks can be very high, and these peaks can cause health effects. The peak exposures should be examined and regulated, as well as the average exposure.
- The study confirms that windows and doors, even tight ones, cannot keep wood smoke out if it is close enough and dense enough.



Even the impacted house as far away as 850 feet from the OWF had levels six times that of the background houses, and four times higher than the EPA air standards, showing that a 200-foot set-back regulation in no way protects property values or human health.

Health Effects of Wood Smoke Exposures



Fine particulate matter is especially harmful to people with chronic obstructive pulmonary disease (COPD), increasing their hospital admission rates.²²

Wood smoke poses risks for healthy people who are physically active outdoors. Wood smoke contains gases and other respiratory irritants linked to allergies, inflammation of the throat and sinuses, or decreased lung function.²¹

Short-term and immediate effects

Burning eyes and throat, sinusitis, bronchitis, pneumonia²²

Long-term effects

Chronic Obstructive Pulmonary Disease

- Fine particulate matter is especially harmful to people with chronic obstructive pulmonary disease (COPD), increasing their hospital admission rates.²³

Asthma

- Currently, 19.2 million people (8.5 percent of adults) in the United States report that they have asthma.²⁴ New England states have some of the highest asthma rates in the country.

A nonprofit, public health and medical research funding organization, Health Resources in Action, produced a report entitled, *The Burden of Asthma in New England*. The report shows the very high and growing rates of asthma in both adults and children in the region. Asthmatic children are particularly sensitive to fine particulate matter and wood smoke.²⁵

Cancer

- OWFs emit a number of carcinogenic chemicals. Wood smoke contains benzene, formaldehyde, polycyclic aromatic hydrocarbons (PAHs) and dioxin. Fine particulate matter also increases the risk of cancer. Analysis of data from an American Cancer Society

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cohort study found that for each 10 $\mu\text{g}/\text{m}^3$ elevation in fine particulate air pollution, the risk of lung cancer mortality increased by 8 percent.²⁶

Cardiovascular Disease

- Mortality and hospital admissions for myocardial infarction, congestive heart failure and cardiac arrhythmia increase with a rise in the concentrations of particulate and gaseous pollutants.

As concentrations of airborne particles increase, people with cardiovascular disease may experience increasing severity of symptoms, rates of hospitalization, and mortality.²⁷

Carbon Monoxide Poisoning

- The low-burning fires of OWFs emit larger amounts of carbon monoxide than high-combustion fires. Carbon monoxide exposure is not only an immediate health risk; continuous exposures, even at low levels, can lead to neurological effects.^{28, 29, 30}

Asthmatic children are particularly sensitive to fine particulate matter and wood smoke.

Methods Used in the Research Study

Environment and Human Health, Inc. (EHHI) designed its research with two goals in mind. The first goal was to measure, with precision, the air quality in homes near outdoor wood furnaces (OWFs). This entailed setting up a particle monitor in people's homes, and also taking into account other factors that might affect air quality, such as heating and hot water systems. Data on weather conditions were also collected. The second goal of the research was to design a protocol that would be easily replicable by citizens with similar smoke concerns.

EHHI chose four homes to study from the pool of individuals who had contacted EHHI about their problems with smoke from OWFs that had been installed in neighboring houses. These four impacted families were willing to have EHHI's researchers come into their homes and were willing to abide by the research protocol. Each of the four houses in the study was between 100 and 850 feet from an OWF. Each of the families had a series of health problems that they attributed to the smoke from a nearby OWF.

EHHI's researchers measured the presence of two sizes of particles in the indoor air of the four homes—those measuring 2.5 microns and those 0.5 microns and smaller. Particles of both sizes are two of the most hazardous components of wood smoke because they are inhaled deep into the respiratory system. The device used for measurement was a Dylos Air Quality Monitor 1100 Pro. This monitor provides counts of particles (both sizes) per 0.01 cubic feet of air.

Before the measurement process began in participants' homes, they were given a description of the project. They also completed a short questionnaire to provide background information about their homes, additional potential sources of particulate matter in the air, and their health concerns. In addition, forms were provided for participants to record outdoor conditions (air temperature, wind, cloud cover) and activities inside that might increase particles in the air (vacuuming, cooking, children's activities).

At each site the Dylos Air Quality Monitor 1100 Pro was set up and stationed out of the way of daily traffic, but in a room that residents said was both exposed to the smoke and frequented by the family. Since cooking increases particulate matter in the air, kitchens

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were not monitored. Depending on the house, the monitor was set up either in a bedroom or in a living room or study.

The monitor was hooked up to a laptop computer (either a Toshiba Portégé 7100 or a Presario laptop). As the monitor continuously counted the particles, minute-by-minute data were stored on the computer via its HyperTerminal. Due to recording limitations associated with the HyperTerminal, EHHI could record only about eight and a half continuous hours. The Dylos monitor itself, however, retains hourly average counts for 24 hours.

To obtain the most comprehensive array of readings possible, EHHI instituted the following data collection protocol:

- Participants were asked not to touch the monitor or the computer and to call the researchers any time they had concerns or questions. At each house, monitoring began at mid-day on the first day. Researchers then downloaded the minute-by-minute data and the hourly readings mid-day the following day (Day 2). This provided 24 hours of hourly average readings, as well as the preceding eight and a half hours of minute-by-minute data. After downloading both sets of data, the particle monitor was reset for the next 24-hour period. Day 3 followed the same protocol. On Day 4, the data were downloaded and the equipment was then removed from the home. By measuring the particles over a three-day period, EHHI was able to estimate the quality of the indoor air with confidence.
- In addition to measuring levels of both sizes of particles in the four affected homes, EHHI measured the presence of those size particles in seven homes that were not exposed to smoke from an OWF. The identical measurement protocol was followed for the non-affected houses. These measurements served as a set of comparison data. They helped to answer the question, "What would we normally expect to find in Connecticut houses during the winter season?" The data from the houses near OWFs were also compared to the EPA's Air Quality Index.
- After completing the data collection, each household was provided with two graphs reflecting its own hourly averages for the two particles sizes we measured. Both graphs also included the average hourly readings from the comparison houses that were not located near OWFs. With each family's permission, we made public the graphs representing the individual houses, but kept names and specific locations confidential.

Key Tables and Abbreviations

EPA Air Quality Index for PM_{2.5} (with particulate counts scale estimate)³¹

EPA developed the Air Quality Index to compare health risks from exposures of less than 24 hours.

EPA measures the particle load, PM_{2.5} particles in terms of weight (ug/cubic meter). Below is a table estimating the conversion between EPA's measures in mass and the measures in number of particles from the meter (cts/0.01 ft³).

Air Quality	Exposure (ug/m ³)	Exposure Particle (counts/0.01 ft ³)
Good	0-20	0-45
Moderate	21-40	45-95
Unhealthy for sensitive groups	41-60	95-140
Unhealthy for all	61-80	140-195
Very Unhealthy	81-120	over 195

Keys to Abbreviations in the Following Charts

Dylos = The Dylos measuring device was a Dylos Air Quality Monitor DC 1100 Pro used to measure the particulates. The readout is the number of particles counted in 0.01 cubic feet of air. The particles are drawn through the meter by an air fan at constant rate. As they pass through a laser beam, each particle is counted. There were two particle sizes counted: 2.5 microns in diameter and 0.5 microns in diameter. Wood smoke falls into the 2.5 and 0.5 range.

CT = Counts, actual number of particles counted in 0.01 cubic feet of indoor air. The (cts/0.01 ft³) refers to the number of particles in 0.01 cubic feet of air. That is the actual number of particles in 0.01 cubic feet exactly as it reads out on the meter dials. *(This method was used to explain the data so that a homeowner could understand the information exactly as it is shown on the meter, without doing mathematical conversions. Most scientists would have converted the data to the millions-of-particles-per-cubic-foot form. This study did not do so because it introduces another complex step and makes the information less user-friendly for the homeowners testing their own houses.)*

AVG. = The average or mean

SD = is the standard deviation of the sample. SD 54 is the average number of counts per 0.01 cubic feet of air in the background houses. SD is a measure of the variability of the hourly measurements. The data are not normally distributed, i.e., following a bell shaped curve; therefore the SD exceeds the mean.

Hours = The charts show the hourly average levels from noon to noon; e.g., 13:00 refers to 1:00 p.m.

N = 308 is the total number of hours measured in the control houses with no outdoor wood furnace in the area. There were seven control houses tested for 24 hours each, some for two and some for three days.

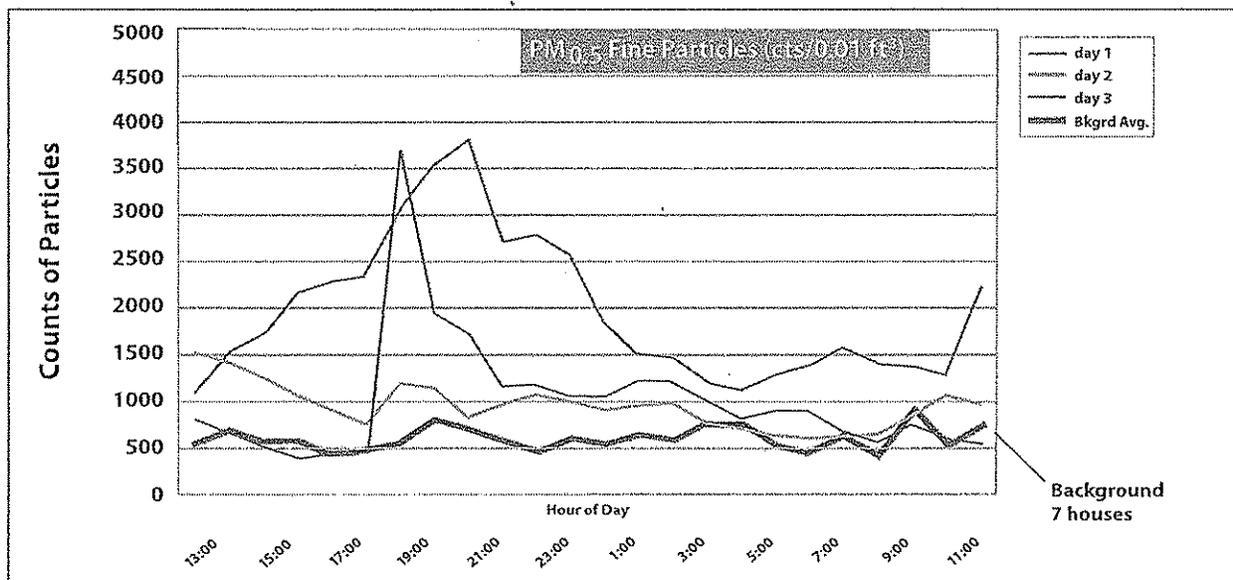
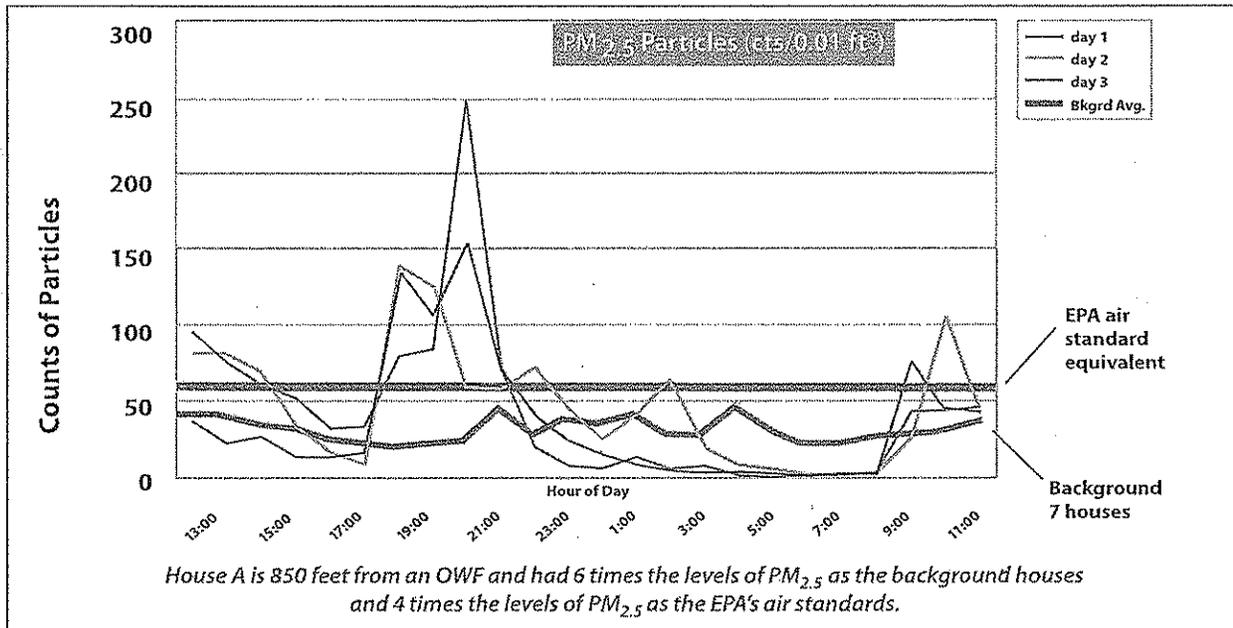
The charts on the following pages show the impacted houses designated A, B, C and D measured over three days. Periods of very high exposure were seen for both PM_{2.5} and PM_{0.5} particulates in every house on every day. There are some periods of the day when the particulate matter recedes in impacted houses, but most of the time there are elevated exposures that last for hours, tending to peak in the middle of the night when residents are sleeping.

OUTDOOR WOOD FURNACES

Graphic Presentation of the Study's Findings

House A

Distance = 850 feet from the neighboring Outdoor Wood Furnace, Litchfield County, Connecticut

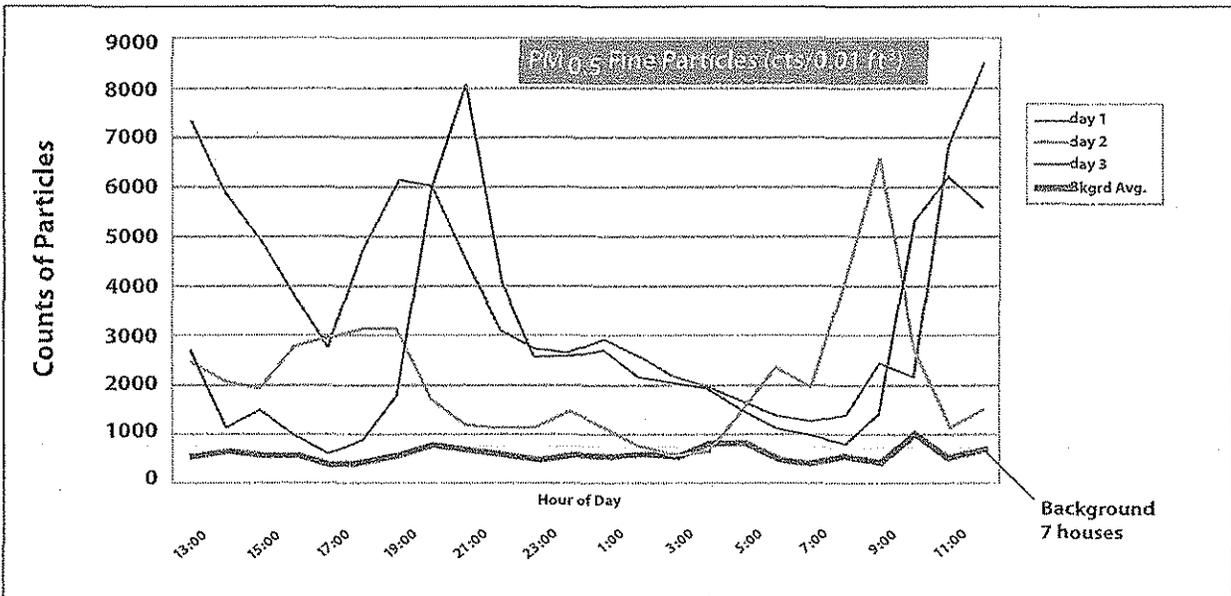
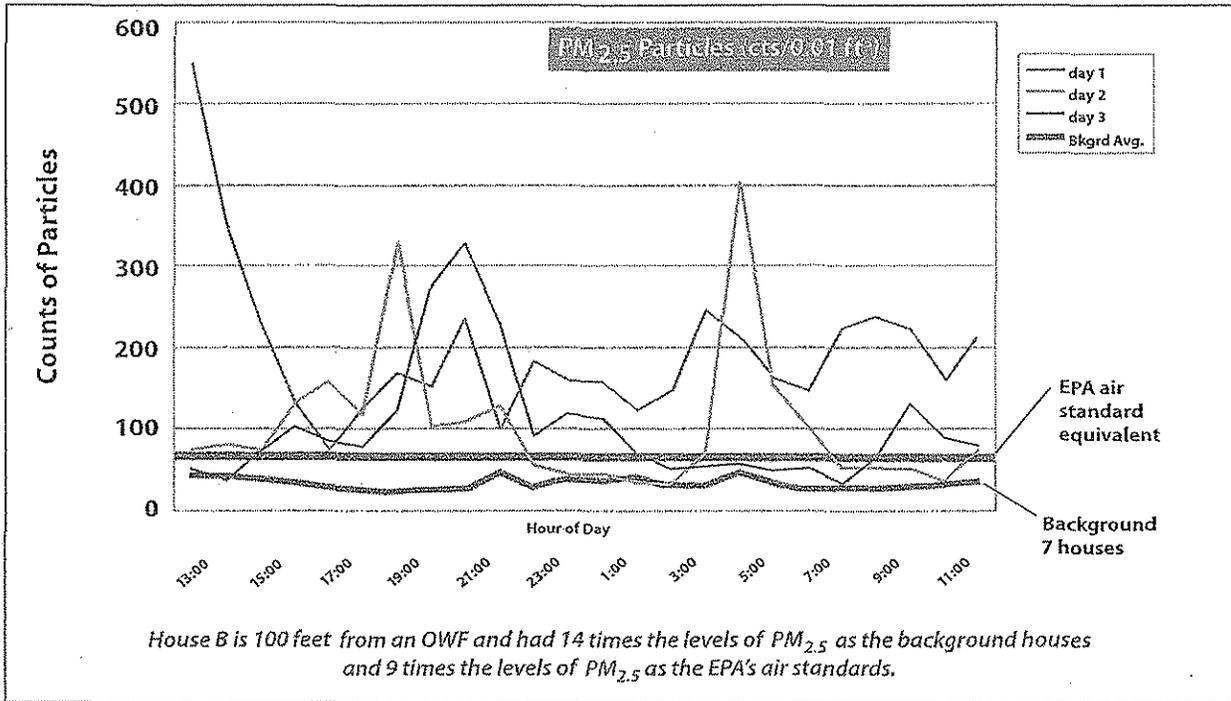


Red horizontal line = EPA federal standard for PM_{2.5} expressed in ug/m³ for outdoor air. It is used for regulatory purposes. There are no standards for the inside of houses.

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House B

Distance = 100 feet from the neighboring Outdoor Wood Furnace, Fairfield County, Connecticut
 (The OWF was grandfathered in before the Connecticut set-back regulation of 200 feet was instituted.)

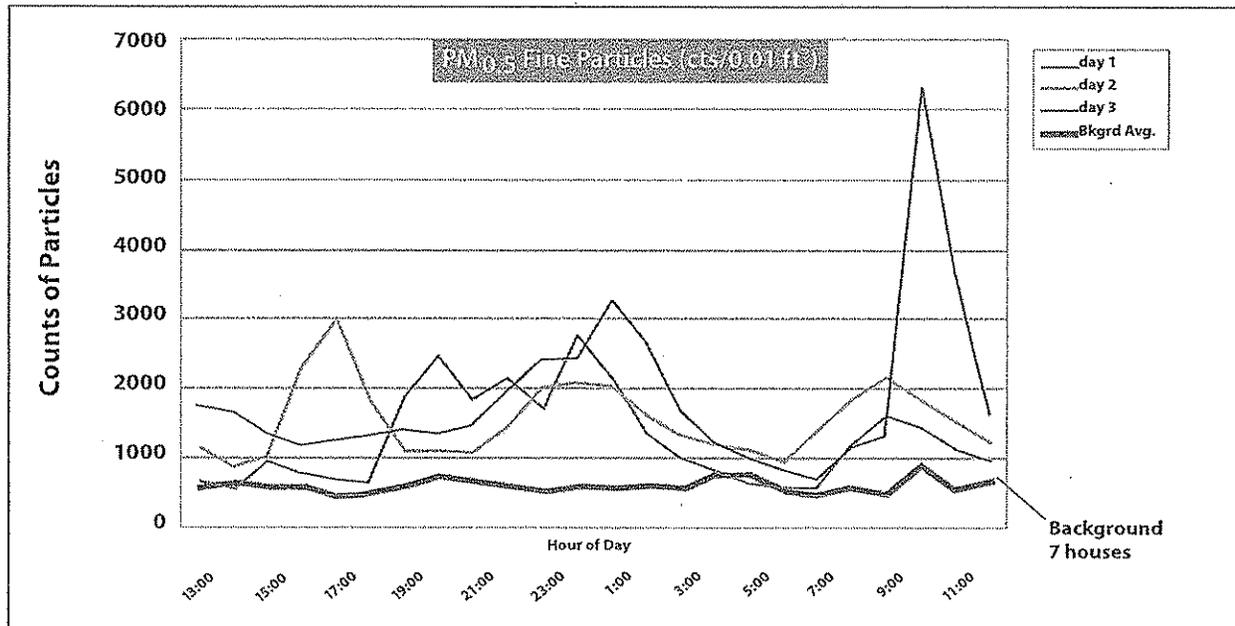
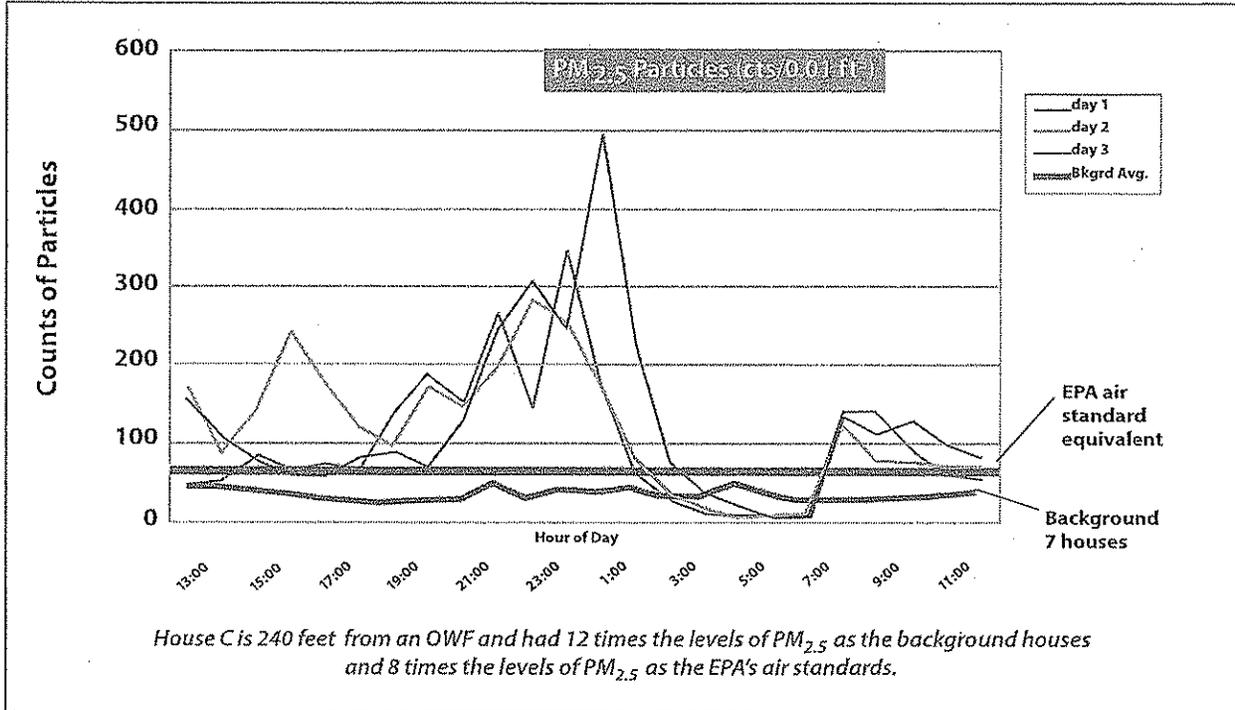


Red horizontal line = EPA federal standard for PM_{2.5} expressed in ug/m³ for outdoor air.
 It is used for regulatory purposes. There are no standards for the inside of houses.

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House C

Distance = 240 feet from the neighboring Outdoor Wood Furnace, Windham County, Connecticut



Red horizontal line = EPA federal standard for PM_{2.5} expressed in $\mu\text{g}/\text{m}^3$ for outdoor air. It is used for regulatory purposes. There are no standards for the inside of houses.

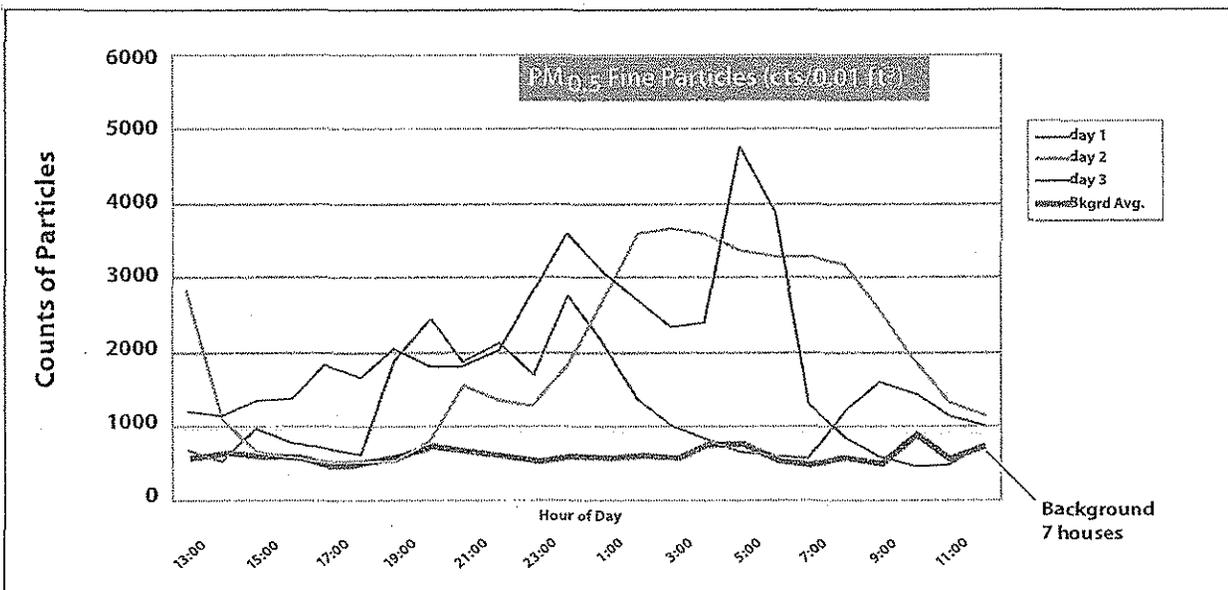
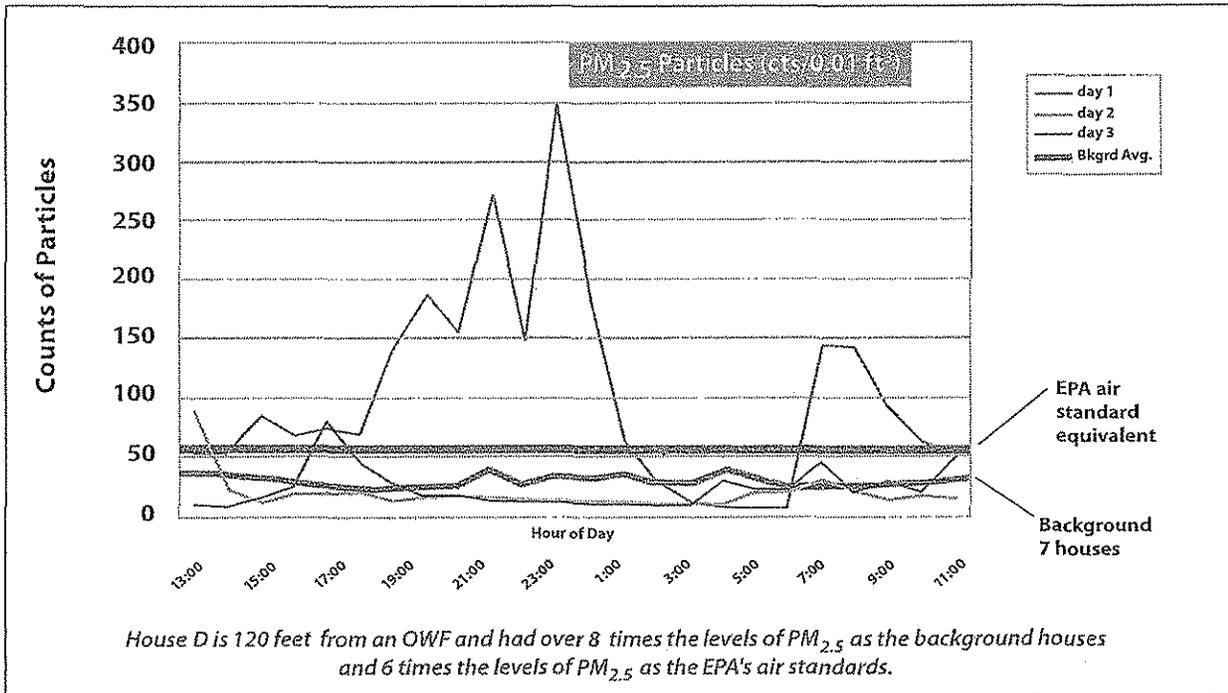
THE DANGERS TO HEALTH FROM

House D

Distance = 120 feet from the neighboring Outdoor Wood Furnace

Northeastern Windham County, Connecticut

(The OWF was grandfathered in before the Connecticut set-back regulation of 200 feet was instituted.)

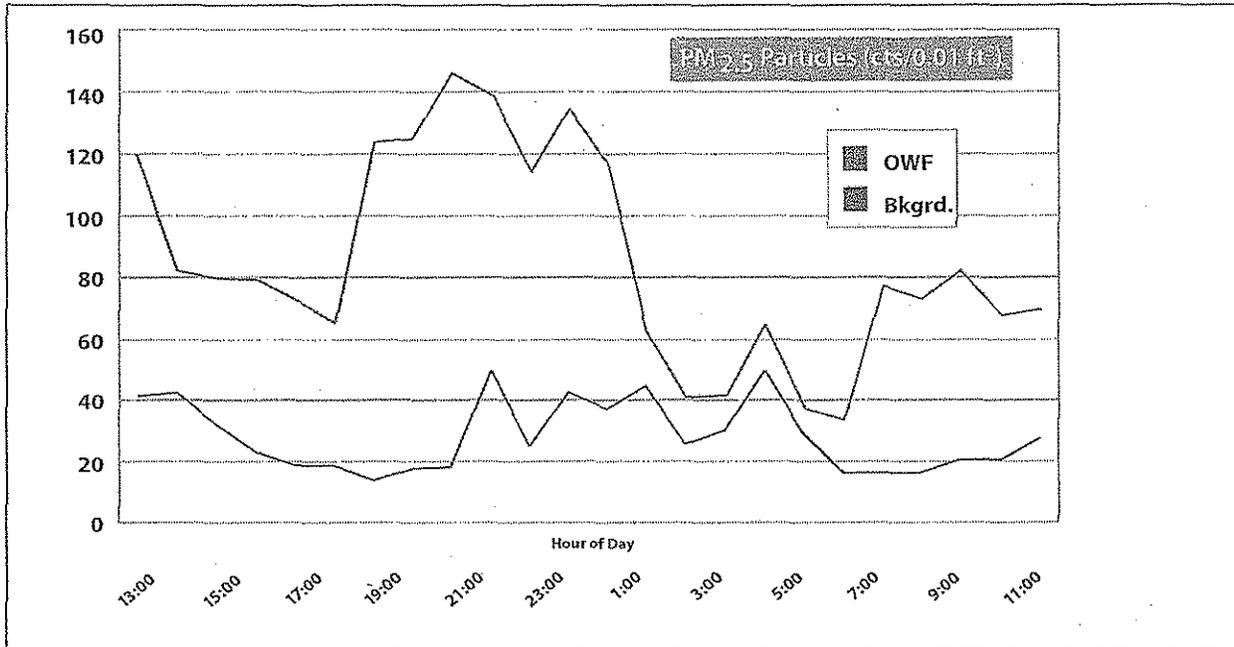


Red horizontal line = EPA federal standard for PM_{2.5} expressed in ug/m³ for outdoor air. It is used for regulatory purposes. There are no standards for the inside of houses.

OUTDOOR WOOD FURNACES

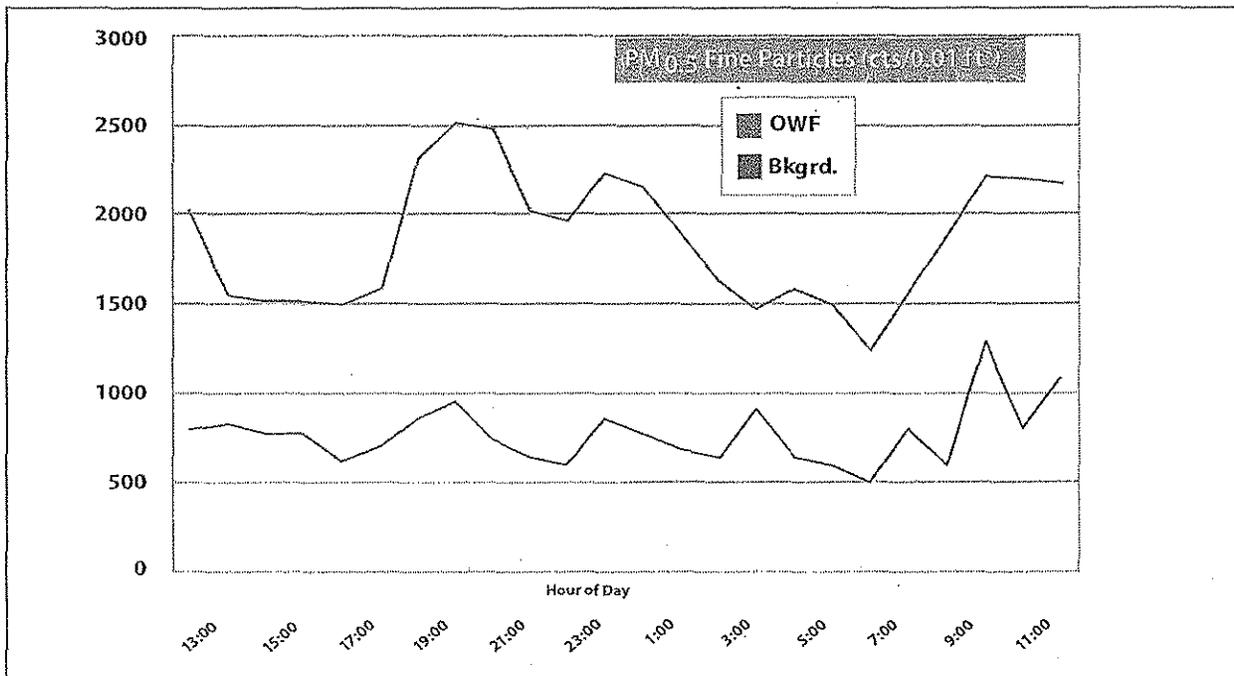
Average Hourly Particle Levels

Particulate levels inside houses near outdoor wood boilers



Red line shows impacted houses and blue shows control houses.

AVERAGE hourly PM_{2.5} levels (above) and fine particles PM_{0.5} (below) inside houses near outdoor wood boilers



The above two charts show dangerously high levels of smoke particulates inside houses near OWFs at all hours of the day, especially at night, compared to normal houses.³²

Government Response to Health Issues

The response from government to complaints about the smoke from outdoor wood furnaces (OWFs) has been completely inadequate to protect human health.



The response from government to complaints about the smoke from outdoor wood furnaces (OWFs) has been completely inadequate to protect human health. Federal and state governments have acknowledged that the wood smoke from outdoor wood furnaces can cause health problems, yet they continue to allow OWFs to be manufactured in ways that produce particularly dangerous smoke, and people continue to be allowed to buy and install them. The federal and state responses to regulations have been inadequate to protect homeowners' property values and their health.

In an effort to curb the dangers of OWFs, the EPA has developed a voluntary agreement with some OWF manufacturers. The agreement asks that OWF manufacturers make cleaner models with stricter emission standards than their original OWF models. These newer models are now in the marketplace and are called "Phase II" models. Although the Phase II models have somewhat reduced wood smoke emissions, they are still emitting more than 12 times the amount of wood smoke that an indoor wood stove is allowed to emit under EPA regulations. These Phase II models are still dangerous and in no way solve the human health problems that OWFs have created.³³

The EPA provided technical and financial support to the New England States for Coordinated Air Use Management (NESCAUM) to develop policy models that state and local governments could use to address OWF problems.

OUTDOOR WOOD FURNACES

NESCAUM reported that OWFs put out dangerous levels of particulates compared to other residential wood burning devices and found that current regulations did not provide neighbors the protection they needed.

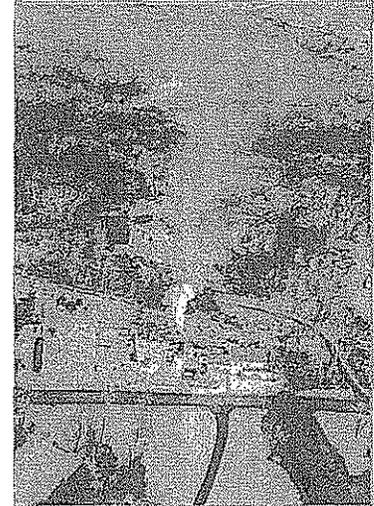
At present, much of the responsibility to address OWFs lies with the state and town governments. Some towns have acted boldly, although many have not. The state of Washington has banned the use of OWFs throughout the state. A few states, including Vermont, New Hampshire and Maine, have instituted air emission regulations. In Connecticut, only limited measures have been taken.

A look at the Connecticut Department of Environmental Protection's (CTDEP) fact sheet shows a blunt assessment of the harmful impacts of OWFs. The CTDEP asks, "Are OWFs harmful to the environment and human health?" The answer on the fact sheet is, "Yes." The CTDEP continues, "OWFs produce a lot of thick smoke, which in addition to being a nuisance to neighbors has serious health and air pollution impacts." In spite of this assessment, Connecticut has only instituted a set-back of 200 feet, with a chimney height that is higher than the roof peaks of residences located within 500 feet of the OWE.

Washington State has taken the lead in the nation by instituting a statewide ban. No other state has done so to date.

Vermont was the first state to adopt emission standards for outdoor wood furnaces in 2007. Some other states have now followed Vermont's lead and have instituted their own state standards and regulations as they try to make OWFs safer for neighbors' health. However, EHHI's research makes clear that even when OWFs are in compliance with their state regulations, the OWFs still pose a danger to the health of the families who live nearby.

In the absence of further federal or state actions, individual towns across the northern states have banned OWFs. For instance, as of the writing of this report, eleven towns in Connecticut have banned OWFs through their planning and zoning commissions. As well, many towns in New York State, Massachusetts, Wisconsin, Minnesota and New Jersey have banned them.



EHHI's research makes clear that even when OWFs are in compliance with their state regulations, the OWFs still pose a danger to the health of the families who live nearby.

Recommendations

Recommendations for the Federal Government

- The federal government should ban outdoor wood furnaces until safer technologies are found.
- If the federal government supports the idea of outdoor wood furnaces for the purpose of heating, then it should support research on how to make them safe. At the very least, the federal government should stop giving tax credits for their purchase.
- The government should determine the levels of particulates, carcinogens and carbon monoxide emanating from an outdoor wood furnace.
- The EPA's stated mission is "to protect human health and to safeguard the natural environment." With that as its mission, the agency should recommend a ban on outdoor wood furnaces until safer technologies are found.
- The federal government should set air safety standards for inside air, including PM_{0.5} particles, just as it has set standards for outside air.
- Healthful air emission standards should be applied to outdoor wood furnaces.

Recommendations for State Governments

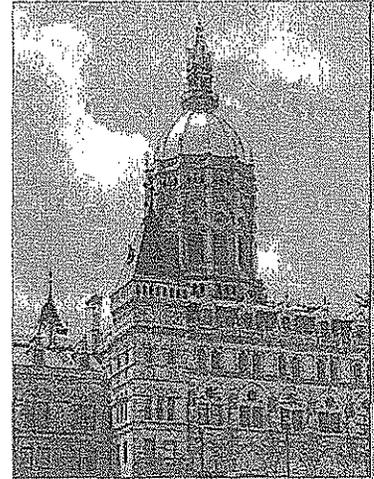
- States should ban outdoor wood furnaces until safer technologies are found.
- States should set air standards that are stringent enough to protect human health, and require OWFs to comply.
- States should add "wood smoke" to their Public Health Nuisance Codes so that state health departments and local health departments are required to enforce wood smoke nuisance cases.
- States should put outdoor wood furnace information on their websites and explain why OWFs are dangerous to human health.
- States' air standards should take into account peak exposures, as well as the current 24-hour average exposures.

Recommendations for Towns

- Towns should ban outdoor wood furnaces through their planning and zoning commissions or appropriate governmental agencies.
- Local health departments should enforce wood smoke public health issues in ways that protect an individual's health.

Recommendations for Individuals

- People should find other ways to heat their homes rather than installing outdoor wood furnaces, which harm neighbors' health and property values.
- People should work with their town planning and zoning commissions to have outdoor wood furnaces banned in their towns.
- People who are being harmed by an outdoor wood furnace should contact their state or local health department and ask to have the offending outdoor wood furnace closed down under their state or local public health nuisance code.
- Individuals living in homes impacted by wood smoke from outdoor wood furnaces might want to purchase an air monitor that measures and records the particulates inside their houses. Monitors such as this sell for about \$250. See pages 32–34, Appendix A, for instructions for using a monitor of this type. Having actual documentation of the smoke infiltration inside a home may cause state or local health departments, or other government agencies, to act in ways that will protect human health.
- Patients who are being treated for respiratory issues should discuss their exposures to an OWF when being evaluated by their physician, as other health issues related to these exposures might be involved.



*Healthful air
emission standards
should be applied to
outdoor wood
furnaces.*

Appendix A.

Instructions for Home Monitoring with the Dylos 1100 Pro Air Quality Monitor

The Dylos monitor stores up to eight hours of minute-by-minute data, and up to 24 hours of hourly averages. It also stores daily averages for up to 30 days. To make the best use of the data, it is advisable to download it to a laptop computer on a regular basis. The following protocol requires downloading data once every 24 hours. *Note:* This monitor records data for 24 hours. If the data aren't downloaded, the monitor begins to record over the earlier data.

Be sure to begin your monitoring project at least 24 hours in advance of when you plan to download the first day of data (Day 1). The device records eight hours of minute-by-minute data for the most recent eight hours of monitoring. For example, let's say you set up your monitor to begin recording on Day 1 at noon. On Day 2, you download the data from the monitor onto your computer at noon. This will give you hourly averages for the past 24 hours, as well as minute-by-minute data beginning at about 4 a.m. that morning. This will occur again on Days 3 and 4.

Getting Started

Place the monitor and laptop computer in a room you think is affected by smoke, but not in a kitchen, a room with a woodstove or fireplace, or a room with lots of activity, such as a playroom. Cooking, heating and kids' play will create or stir up particulate matter and skew the data you get from the monitor. Place the instrument and laptop three to six feet off the floor, where they are easy to access but out of the way of foot traffic.

- Plug in the Dylos monitor.
- Attach monitor to the computer with the USB.
- Turn on computer. Log on.
- Go to: Start → Programs → Accessories → Communication → HyperTerminal.
- Open new HyperTerminal document.
- Save with name and date.
- Turn on the particle monitor.
- Open Excel spreadsheet. Label sheets Day 1, Day 2, Day 3. Name and save the spreadsheet.
- Monitor the house air for at least three days.

The monitor must remain connected to the computer and the computer left running with the "HyperTerminal" open. Because there is no time clock in the monitoring device, it is very important to record the time that the data are downloaded.

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Download to an Excel Spreadsheet

The eight hours of minute-by-minute data

- Open the Excel spreadsheet. (Once open, you can leave it open for the rest of the monitoring period.)
- On the HyperTerminal, click "select all."
- Copy and paste the data in the Excel spreadsheet.

(Be SURE to record the time and date at the top of the column.)

The 24 hours of hourly data

- On the HyperTerminal, press "Capital D" and "Enter" at the same time.
The last hour of minute-by-minute data is downloaded to the HyperTerminal, the last 24 hours of hourly data are downloaded to the HyperTerminal, and the last several days of daily data are downloaded to the HyperTerminal. These are appended to the end of the minute-by-minute data already on the HyperTerminal.
- Select this set of data by highlighting.
- Copy and paste in the spreadsheet that is already open. Paste the data in one of the next columns on the spreadsheet and label it with time and date. Save the spreadsheet data.

For each consecutive day, repeat the process to open, label and save a new HyperTerminal document. There is no need to create a new Excel document. There is also no need to reset the Dylos monitor because it records over the last day's data every 24 hours.

For each day, copy and save the data on consecutive sheets in the Excel document, labeled Day 1, Day 2 or Day 3, or you may want to label the sheets with the time and date you downloaded.

Save the spreadsheet every time data are downloaded, because if the power to the computer is lost, the data will also be lost. The spreadsheet data can also be saved in a backup location.

Separate the Data into Two Columns

When the data are downloaded in Excel, two numbers, representing the two different sizes of particles ($PM_{2.5}$ and $PM_{0.5}$ microns), are recorded together in one column separated by a comma (for example: 2304,88). A few steps are required to separate the two into different columns.

- In Excel, select the data column.
- Click on "data."
- Select "text to columns."
- Choose "delimited," then click "next."
- Check the "comma" box, then click "finish."

This will separate the data into two columns.

If the downloaded numbers contain more than one comma (for example: 11,820,49), there are additional steps to take. If there are just a few of these in the data, the numbers can be selected and separated one at a time, manually.

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If there are several in a row, do the following:

- Select "data."
- Select "text to columns."
- Choose "fixed width," then click "next."
- On the ruler that appears above the selected numbers, use the cursor to place a line between the two numbers to be separated.
- Click "finish."

The data will separate into two columns. Label the columns by particle size.

Prepare the Data for Charts (Using PM_{2.5} Data)

To convert the data to charts using Excel, it is necessary to create a corresponding column that notes "time of day." To convert the 24 hours of hourly averages for three consecutive days into a chart, as was done in this study, take the following steps:

- On a new Excel sheet, create a "time of day" column. Begin at the top with the hour at which the data was downloaded for the previous day. Going backward in time, enter the previous 24 hours (military time is recommended).
- Next, copy and paste into three consecutive columns the 24-hour data for PM_{2.5} microns from the three days of monitoring. Each hour in the "time of day" column should correspond with data for all three days. There should now be one column listing hours of the day and three columns of data stretching down 24 rows—one row for each hour monitored—three columns for the three days monitored.
- Highlight the time column and the columns containing the PM_{2.5} data. (Do not highlight headings if you have put them in.)
- Click "Insert."
- Click "Chart."
- Click "Line Chart."
- Click "Line with data markers."
- Click "Next."

The new window has two tabs: "Data Range" and "Series." Click the "Series" tab. This screen allows you to label the lines. *Series1* will be highlighted. Click the box for *Name*. Label the first series, for example, as Day 1, or with the start date of the first 24-hour period of monitoring. Highlight *Series2* and repeat with a new name, and repeat again for *Series3*.

- Click "Next."

In Chart Options, under "Title" you can title the chart, for example, "PM_{2.5} Readings."

In the box "Category X axis," enter "Time of Day."

In the box "Category Y axis," enter "PM_{2.5}/hr."

- Click "Finish."

You can now move and resize the chart.

Repeat the above instructions to produce a chart for the PM_{0.5} data.

Appendix B.

Ways to Interpret Indoor Air Assessments When Monitoring Homes Impacted by Wood Smoke

When assessing a house impacted by wood smoke, the first step is to characterize the duration and intensity of human exposure risks from particulates. The Dylos air monitor or a similar device analyzes the air inside the house to assess the emissions that have penetrated a wood smoke-impacted home.

The second step is to compare the risk from monitored indoor wood smoke exposures to risks from outdoor air, and also to compare the monitored house to indoor air in houses that are not near sources of outdoor wood smoke. (See pages 36-40.)

The three indicators used in this study to evaluate the levels of exposures are based on:

- Observations of the levels of hourly $PM_{2.5}$ and $PM_{0.5}$ particle counts in wood smoke-impacted houses compared to control houses.
- The maximum particulate counts in wood smoke-impacted houses compared to control houses.
- The six-hour inhaled dose of particulate $PM_{2.5}$. (See page 41.)

Methods of Comparison

- *Comparisons between hourly $PM_{2.5}$ and $PM_{0.5}$ particle counts in wood smoke-impacted houses and control houses*

The U.S. EPA Health-Based Standards

The EPA set a health-based standard for $PM_{2.5}$ in 2006. The EPA standard, which is based on interpretation of a series of health studies by expert panels, is primarily used for regulatory purposes as a component of the national air monitoring program. The Clean Air Act requires the EPA to set National Ambient Air Quality Standards (NAAQS) for particle pollution (also known as particulate matter). Primary standards set limits to protect public health, including the health of “sensitive” populations, such as asthmatics, children and the elderly.

The EPA revised the PM standards, setting separate standards for fine particles ($PM_{2.5}$), based on their links to serious health problems, ranging from increased symptoms, hospital

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admissions and emergency room visits for people with heart and lung disease, to premature death in people with heart or lung disease.

The EPA 24-hour standard for ambient air is 35 $\mu\text{g}/\text{m}^3$. The EPA standard is a mass per unit volume measurement that is equivalent to 75 to 80 particle counts per 0.01 cubic feet (values are recorded in counts per 0.01 cubic feet in the Dylös monitor). See page 22 for conversion of EPA's measures in mass to the measures in number of particles from the meter.

■ *Comparison of exposures in OWF-impacted houses to the CONTROL houses*

This option for interpretation of indoor monitoring compares the 24-hour average to the EPA's 24-hour ambient air standard. It is based on an assumption that all health risks are directly related to the average 24-hour exposures to $\text{PM}_{2.5}$. While this demonstrates the impacts of indoor air contamination, it underestimates the significance of hourly peaks over the 24-hour period, and underestimates health risks.

The table below compares the 24-hour measurements in wood smoke-impacted houses to measurements in the control houses.

**Comparison of the 24-hour averages for $\text{PM}_{2.5}$ in control houses
and OWF-impacted houses, from the EHHI study**

# of 24-hour measurement periods	Control/background houses (cts/0.01ft ³)	OWF-impacted houses (Counts/0.01ft ³)
1	13.8	44.4
2	18.1	48.5
3	7.1	35.1
4	6.8	195.2 (exceeds EPA std.)
5	84 (exceeds EPA std.)	101.5 (exceeds EPA std.)
6	32	103.5 (exceeds EPA std.)
7	16.8	101.5 (exceeds EPA std.)
8	23	126.5 (exceeds EPA std.)
9	21.4	129.2 (exceeds EPA std.)
10	22.3	101.5 (exceeds EPA std.)
11	6.9	19.0
12	15	23.0

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In this analysis, when the EPA ambient air standard (75-80 cts/0.01 ft³) is used to estimate the risk to indoor air, it can be seen that excess exposures to PM_{2.5} occur consistently inside houses in areas impacted by OWFs, but not in the control houses. The levels of PM_{2.5} in OWF-impacted houses are substantially above the EPA's 24-hour standard. These levels are also significantly above both those in the control houses and the outside air measurements.

Thus, the comparison of 24-hour indoor air levels to EPA standards shows the impact of a neighborhood OWF. However, the intensity of the wood smoke exposures inside the houses at different times of the day is not observed for periods of less than 24 hours.

■ *Comparison to the EPA Air Quality Index scale for exposures of less than 24 hours*

The Air Quality Index (AQI) assesses the impact of exposures lasting less than 24 hours. The AQI focuses on health effects individuals may experience within a few hours or days after breathing polluted air, and provides a warning if the 24-hour average fine particle (PM_{2.5}) concentration is "unhealthy for sensitive groups" — above 40.5 ug/m³.

The EPA's table of break points for periods of less than 24 hours is shown below.

C_{low}^*	C_{high}	Category
0	15.4	Good
15.5	40.4	Moderate
40.5	65.4	Unhealthy for sensitive groups
65.5	150.4	Unhealthy
150.5	250.4	Very Unhealthy
250.5	350.4	Hazardous
350.5	500.4	Hazardous

* C = concentrations of PM_{2.5} in ug/m³

The EPA warns that both fine and coarse particles can cause a variety of serious health problems. When exposed to these particles, people with heart or lung diseases and older adults are more at risk for hospital and emergency room visits or, in some cases, even death. **These effects have been associated with short-term exposures lasting 24 hours or less.** Long-term exposures of a year or more have been linked to the development of lung diseases, such as chronic bronchitis.

Particles can aggravate heart diseases, such as congestive heart failure and coronary artery disease. If you have heart disease, particles may cause you to experience chest pain, palpitations, shortness of breath and fatigue. Particles have also been associated with cardiac arrhythmias and heart attacks.

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Particles can aggravate lung diseases, such as asthma and bronchitis, causing increased medication use and doctor visits. If you have lung disease, and you are exposed to particles, you may not be able to breathe as deeply or vigorously as normal. You may have respiratory symptoms, including coughing, phlegm, chest discomfort, wheezing and shortness of breath. You also may experience these symptoms even if you're healthy, although you are unlikely to experience more serious effects. Particles can also increase your susceptibility to respiratory infections.

The EPA's system of health warnings for different exposures

Air quality	ug/m ³	cts/0.01ft ³	Health Warning
Good	0 to 15.4	0 to 35.4	Air quality is considered satisfactory, and air pollution poses little or no risk.
Moderate	15.5 to 40.4	35.5 to 92.4	Air quality is acceptable; however, for some pollutants there may be a moderate health concern for a very small number of people who are unusually sensitive to air pollution.
Unhealthy for Sensitive Groups	40.5 to 65.4	92.5 to 150.4	Members of sensitive groups may experience health effects. The general public is not likely to be affected.
Unhealthy for All	65.5 to 150.4	150.5 to 345.9	Everyone may begin to experience health effects; members of sensitive groups may experience more serious health effects.
Very Unhealthy	150.5 to 250.4	346 to 575.9	Health alert: everyone may experience more serious health effects.

The EPA's assessment in support of the Air Quality Index points out that exposures of less than 24 hours can have effects on the lungs and heart, and increase respiratory infections. Therefore, it is necessary to examine exposures of less than 24 hours.

■ *Comparison of the hourly averages for PM_{2.5} in control houses and OWF-impacted houses during different periods of the day, from the EHFI study*

There are four distinct periods in the day: afternoon hours (12 to 5 p.m.); evening hours (6 to 11 p.m.); night hours (midnight to 5 a.m.); and morning hours (6 to 11 a.m.). When the wood smoke and particulate-induced physiological actions of clinical significance are applied to these periods, it gives a quantitative measure of the risk from PM_{2.5} exposures at different times of the day.

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PM_{2.5} levels during the different periods of the day in houses impacted by OWFs

House/Day	Afternoon	Evening	Night	Morning
A/1	59.7	86.2	7.2	24.6
A/2	50.8	84.3	28.2	31.7
A/3	23.3	90.3	7.8	29.8
B/1	243.2	164.3	173.7	200.2
B/2	105.0	127.2	121.7	60.8
B/3	69.8	193.3	65.8	73.2
C/1	66.3	206.3	49.3	83.3
C/2	159.3	193.8	56.3	84.4
C/3	89.5	180.7	144.3	94.6
D/1	66.3	206.3	49.8	83.3
D/2	30.3	15.2	12.5	19.7
D/3	31.1	16.8	15.5	31.7

■ = Very Unhealthy, EPA's health alert warning

PM_{2.5} levels during the different periods of the day inside control houses

House/Day	Afternoon	Evening	Night	Morning
Control 1/1	11.7	15.3	7.0	21.7
Control 1/2	25.3	15.3	17.0	15.3
Control 1/3	14.3	8.8	15.8	22.7
Control 2/1	60.3	83.3	120.5	21.0
Control 3/1	68.0	107.2	4.5	92.3
Control 3/2	81.0	195.7*	16.8	45.2
Control 3/3	21.2	35.2	32.2	42.0
Control 4/1	40.0	40.0	17.3	3.8
Control 4/2	16.8	45.0	46.8	6.0
Control 5/1	27.2	3.8	30.4	25.7
Control 6/1	32.7	21.7	4.8	6.5
Control 7/1	34.3	20.2	19.3	19.5
Control 7/2	12.7	4.0	4.7	6.5

* The homeowner burned food while cooking dinner

THE DANGERS TO HEALTH FROM

The chart below shows the hourly averages of PM_{2.5} in *outdoor* air in the vicinity of the control houses, which can be compared to the PM_{2.5} levels in the *indoor* air in the control houses (see bottom chart on page 39).

PM_{2.5} levels in the ambient air in control area

House/Day	Afternoon	Evening	Night	Morning
24 Apr	59	37	42	73
25 Apr	82	34.5	39.0	57.7
26 Apr	52.7	74.7	40.0	40.3
27 Apr	53.5	21.3	19.8	30.7
28 Apr	33.2	38.7	39.2	36.8
29 Apr	17.8	10.8	13.0	9.7
30 Apr.	13.8	26.5	44.3	32.2
1 May	33.3	23.3	25.0	41.2
2 May	43.0	36.7	34.8	51.2
3 May	52.7	55.2	41.5	106.0
4 May	118.0	62.3	60.5	58.7
8 May	40.0	30.2	19.2	16.2
9 May	24.7	48.5	64.7	81.2
10 May	60.0	19.2	12.5	111.5
11 May	9.7	18.5	46.7	25.5
12 May	10.3	16.0	20.3	29.5
13 May	18.2	17.2	21.7	28.7
14 May	34.2	46.8	21.6	25.2
15 May	21.3	15.5	23.7	30.7
16 May	41.0	65.0	65.0	32.8
17 May	13.0	13.7	9.7	7.8
18 May	8.0	15.3	15.7	15.3
19 May	21.2	20.8	26.2	22.2

OUTDOOR WOOD FURNACES

■ *Comparison of the clinical effects associated with six-hour inhaled dose exposure to PM_{2.5}*

The PM_{2.5} particulate counts are viewed as surrogate measures for the presence of wood-burning emissions. Other toxics from wood-burning will also be present inside the houses, including carbon monoxide, oxides of nitrogen, and polyaromatic hydrocarbons (PAHs). These exposures could be included in the differential diagnosis.

At these six-hour average levels, susceptible people with asthma, chronic obstructive pulmonary disease (COPD) or chronic bronchitis may experience clinical effects (see chart on page 38 for the *Unhealthy for All* category). At the *Very Unhealthy* levels on the same chart, everyone may experience chronic bronchitis, and those who are susceptible may require medical support. Those with cardiovascular conditions may experience physiologic effects.

When evaluating health effects in individuals, the actual dose of air pollutants inhaled, including PM_{2.5}, is a clear determinant of the clinical response to acute respiratory and cardiovascular toxicants. The findings from the monitoring study permit the determination of actual dose levels for different people.

There are peer-reviewed literature articles that describe the effects of inhalation of increased doses of PM_{2.5}, notably a 2006 article published in the journal *Human and Ecological Risk Assessment*, "Assessment of Risk from Particulate Released from Outdoor Wood Boilers."³⁴ This report, by Brown *et al.*, recommends that the assessment of risks of individual health effects be based on the actual amounts of particulate matter inhaled. A reproducible measure of dose is the mass (micrograms) of particulate inhaled for a specified period of time (six hours or one-quarter of the day). The advantage of such a measure is that it is more directly linked to the target organ for the toxic material, and it incorporates activity differences that influence inhalation of the dose and variability inherent in ambient air measures.

Therefore, we recommend monitoring the hourly air concentrations over a minimum period of 72 hours in order to establish the structure of the exposure patterns. The 72 hours of one-hour monitoring data are divided into 12 units of six-hour intervals. The six-hour inhalation dose is calculated based on the assumption that 0.8 cubic meters of air is inhaled per hour. This can be altered to adjust for greater or lesser activity patterns, such as running or sleeping, and for the ages of the persons exposed. A scale of exposure is suggested in the Brown *et al.* report.

THE DANGERS TO HEALTH FROM

The following six-hour doses* are linked to the following clinical outcomes:

- A dose of 96 ug or more is associated with an increase in the number of asthma attacks.
- A dose of 120 ug or more is associated with an increased need for medical intervention in cases of chronic obstructive pulmonary disease (COPD) in the elderly or asthma in children.
- A dose of 250 ug or more is associated with increased emergency room interventions and hospitalizations for ischemic heart attacks.

Dose risk evaluation for mixtures

Wood smoke emissions are a mixture of gases and particulates. In a local neighborhood setting, a number of other toxic compounds emitted from an outdoor wood furnace would enter the house in the same manner as the fine particulates. Therefore, the presence of particulate in the house is a surrogate measure of certain other toxic compounds from the OWF that would enter the house.

The burning of wood also introduces other toxic materials into the neighborhood. Data from the EPA were used to prepare the chart and graph on the following page, which show the relative concentrations of emission products from outdoor wood burning. Relative amounts of wood smoke emission products are shown in the chart. These graphics demonstrate that substantial amounts of carbon monoxide and other toxics emitted by outdoor wood furnaces, in addition to PM_{2.5}, would be expected to enter an OWF-impacted home.

Therefore, any evaluation of the health of persons exposed to wood smoke inside houses in the neighborhood of OWFs must also take into account exposures to all the agents shown by the EPA to be present in wood-fire emissions.

Wood smoke contains unhealthy amounts of particulate matter, as well as a number of unhealthy emissions, including carbon monoxide, volatile organic compounds, benzene, sulfur dioxide, nitrogen dioxide, formaldehyde and several other air pollutants. From the chart, it can be seen that finding PM_{2.5} particulates in indoor air predicts that a number of other toxic compounds will also be present in the indoor air mixture.

* To obtain the six-hour dose, multiply cts/0.01 ft³ by 2.2

OUTDOOR WOOD FURNACES

Relative percentages of toxic emissions predicted to be emitted by OWFs in EPA's Model

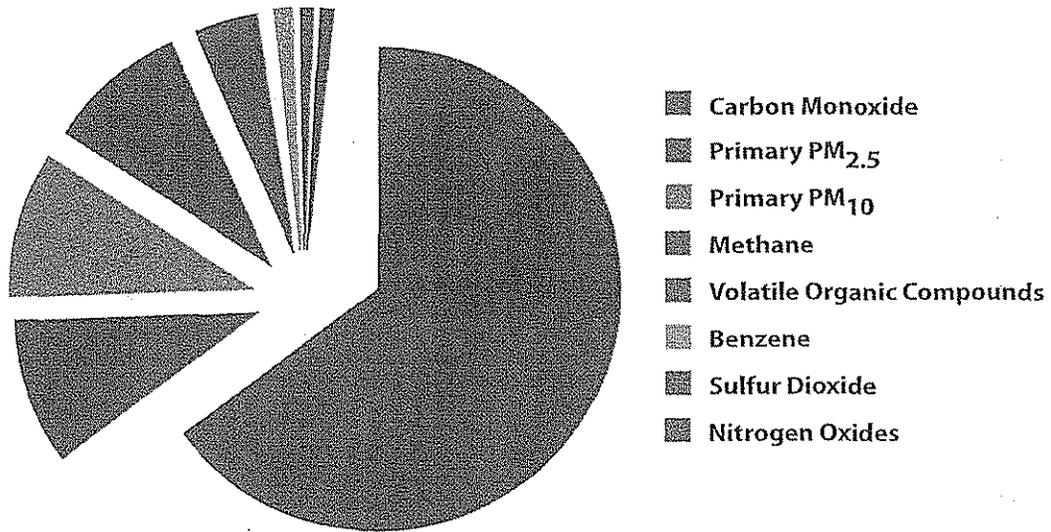


Chart showing relative percentages of toxic emissions predicted by EPA's Model

Carbon Monoxide	64.0249
Primary PM _{2.5}	9.6037
Primary PM ₁₀	9.6037
Methane	9.0818
Volatile Organic Compounds	4.0711
Benzene	0.9673
Sulfur Dioxide	0.7064
Nitrogen Oxides	0.6263
Ammonia	0.6263
Formaldehyde	0.2436
Acetaldehyde	0.2373
Phenol	0.0839
Naphthalene	0.0517
Cresols (Includes o, m, & p)/Cresylic Acids	0.0456
Acrolein	0.0152
1,3-Butadiene	0.0101
Benzo[a]pyrene	0.0010
Mercury	0.0000
Dioxins/Furans as 2,3,7,8-TCDD TEQs - WHO/98	0.0000

THE DANGERS TO HEALTH FROM

Appendix C.

Findings from the Questionnaire Used in the Study

	House A	House B	House C	House D
Distance to OWF	850 ft.	100 ft.	240 ft.	120 ft.
Square footage	1,664	3,000	1,300	—
Floor plan	Open	Small Rooms	Open	Small Rooms
# of floors	2	2	1	2 plus basement
Style	Split level	Traditional	Ranch	Traditional
Attached garage	Yes	Yes	No	No
Car in attached garage?	No	Yes, but coasts in	N/A	N/A
Working fireplace or woodstove	1 propane, 1 wood	Woodstove	No	No
Burns wood?	No	Not during monitoring	No	No
Smokers	No	No	No	1 person, but not in the house
# of adults	2	2	2	2
# of children < age 5	1	0	0	0
# of children age 5-12	0	1	2	2
# of children 13+	0	1	0	0
Pets	1 dog	1 dog	No	3 cats
Type of Heat	Oil, baseboards	Oil, radiators, baseboards	Electric	Oil, forced air
Type of Hot Water Heat	Oil	Oil	Electric	Electric
Cooking Stove	Electric	Gas	Electric	Electric
Near Major Road?	No	15 minutes from highway	No	No, moderate traffic
How Situated Relative to OWF	OWF is W, house a bit lower than OWF	OWF is N across street, downhill from from house, which has slope behind	OWF is NW and downhill from house	OWF is NNE and downhill
Health Effects	Asthma, sinus infection, ear infection, bronchitis, ongoing cough, child on inhaler	Winter sicknesses, near pneumonia	Decreased lung capacity, increased asthma symptoms, sore throat, dizzy, headaches, vision/hearing decline	Migraines, rash like sunburn, raspy breathing, heart palpitations, son with learning changes
When Health Problems First Noticed	Mother, winter 2003-04; child, 1 1/2 years ago	Past 3 years, not much this year	Over 5 years ago	Within last 2 years

Appendix D.

Planning and Zoning Regulation Used to Ban OWFs in a Town

Below are the zoning regulations from the town of Tolland, Connecticut, which banned outdoor wood furnaces (OWFs), also known as Outdoor Wood Boilers (OWBs). These regulations provide a model for other towns, and planning and zoning commissions that might want to ban outdoor wood furnaces.

ZONING REGULATIONS, TOWN OF TOLLAND

Chapter 170, page 96

CODE of the TOWN OF TOLLAND, STATE OF CONNECTICUT

Zoning Regulations, Rev. July 20, 2009

ARTICLE XIV

Accessory Uses and Structures

Section 170-84. General Requirements.

Accessory uses and structures shall be subject to the following conditions:

A. Establishment of accessory uses.

1. Accessory buildings, structures and uses shall be located on the same lot as the principal building, structure or use to which they are accessory.
2. Accessory buildings, structures and uses shall not be located on a lot without the prior establishment of a permitted principal use, nor shall any new lot be created that has an accessory building, structure or use without a principal use.

B. Prohibited Accessory Uses and Structures.

The Commission feels that, by their very nature, the following uses and structures cannot be regulated in such a fashion as to protect the Health, Safety and Welfare of the general public and are prohibited in all zones.

Outdoor Wood Burning Furnaces, as defined by P.A. 05-227

References

- ¹ <http://www.epa.gov/burnwise/healtheffects.html>
- ² <http://des.nh.gov/organization/divisions/air/cb/ceps/npsap/smoke.htm>
- ³ <http://www.ct.gov/dep/cwp/view.asp?a=2684&Q=321780>
- ⁴ <http://www.woodheat.org/technology/outboiler.htm>
- ⁵ <http://www.ecy.wa.gov/biblio/91br023.html>
- ⁶ <http://www.ecy.wa.gov/biblio/91br023.html>
- ⁷ <http://www.epa.gov/burnwise/healtheffects.html>
- ⁸ <http://www.ct.gov/dep/cwp/view.asp?a=2684&Q=321780>
- ⁹ <http://www.vtwoodsmoke.org/health.html>
- ¹⁰ <http://www.nescaum.org/documents/assessment-of-outdoor-wood-fired-boilers>
- ¹¹ <http://www.spokaneleanair.org/publications.asp> (Outdoor Wood-fired Boilers.pdf)
- ¹² For comparison, fine beach sand is about 90 microns, and the average human hair is 70 microns, in diameter. Thus, particles of 0.1 to 5 microns (very small) are carried in the same way as vapors or gases in the inhaled air stream, reaching the deep and most sensitive areas of the lung.
- ¹³ The United States Environmental Protection Agency (U.S. EPA) has established health-based standards for exposure to particulates in the 10 micron and 2.5 micron range (PM₁₀ and PM_{2.5}). The standards are used to evaluate the efficiency of air pollution control programs and to warn the public of impending health risk. Background PM_{2.5} 24-hour averages fall between 10 and 15 micrograms per cubic meter (ug/m³) of air, with high levels reaching 40 to 50 ug/m³.
- ¹⁴ <http://www.epa.gov/ttnchie1/net/2008inventory.html> — the Nonpoint section. Residential Heating: Wood.
- ¹⁵ Houses that are heated with oil, gas, and coal or wood stoves will draw more air into the house to support the combustion used to heat the house. As warmer air from the stove or furnace exits the house through the chimney, that air is replaced with air drawn from the outside. Thus, greater inflows of outside air increase the rate of contamination in houses with interior stoves and furnaces.
- ¹⁶ <http://des.nh.gov/organization/divisions/air/cb/ceps/npsap/smoke.htm>
- ¹⁷ <http://chestjournal.chestpubs.org/content/119/4/1260.full>
- ¹⁸ <http://oem.bmj.com/content/65/5/319.abstract>

OUTDOOR WOOD FURNACES

References

- ¹⁹ <http://toxsci.oxfordjournals.org/cgi/content/full/65/1/115#SEC3>
- ²⁰ <http://michiganmessenger.com/38678/study-finds-wood-burning-releases-more-greenhouse-gas-than-coal>
- ²¹ www.swcleanair.org/pdf/WoodSmokeHealthBrochure.pdf
- ²² http://www.yakimacleanair.org/woodstove_information.htm
- ²³ <http://www.epa.gov/burnwise/healtheffects.html>
- ²⁴ <http://www.ct.gov/dph/cwp/view.asp?a=3137&q=398480>
- ²⁵ <http://www.hria.org/services/environmental-health/cs-burden-of-asthma.html>
- ²⁶ <http://www.ncbi.nlm.nih.gov/pubmed/11879110>
- ²⁷ <http://oem.bmj.com/content/54/2/108.abstract>
- ²⁸ <http://www.epa.gov/iaq/co.html#Health%20Effects%20Associated%20with%20Carbon%20Monoxide>
- ²⁹ <http://www.health.state.mn.us/divs/eh/indoorair/co/index.html>
- ³⁰ <http://www.merck.com/mmhe/sec24/ch297/ch297d.html>
- ³¹ www.epa.gov/airnow/aqi_brochure_08-09.pdf
- ³² Zanobetti A, Schwartz J, Gold D. Are there sensitive subgroups for the effects of airborne particles?
- ³³ <http://www.nescaum.org/documents/owbfactsheetfinal.pdf/>
- ³⁴ Brown, et al. "An Assessment of Risk from Particulate Released from Outdoor Wood Boilers." *Human Ecol Risk Assess* 13:191-208

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**Cover photo: smoke from an outdoor
wood furnace near Danielson, Connecticut,
by G. Leslie Sweetnam**

DESIGN & LAYOUT

BY JANE BRADLEY

www.capservices.com

*Aerial photos of smoke from outdoor
wood furnaces in Connecticut on the
front cover, page 15 and page 29
were taken by G. Leslie Sweetnam
(specializing
in aerial art photos of the last green
valley, central Massachusetts and
northeast Connecticut)*

www.glsweetnam.com

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MEMORANDUM

Town of Mansfield
Town Manager's Office
4 So. Eagleville Rd., Mansfield, CT 06268
860-429-3339
maria.capriola@mansfieldct.org



To: Town Council

cc: Matthew Hart, Town Manager

From: Maria Capriola, Assistant Town Manager
At the Request of the Personnel Committee

Item #14

Date: May 17, 2016

Re: Timeline – Town Manager Performance Review Process

The Personnel Committee met May 16, 2016 to discuss the process and timeline for the Town Manager's performance review. The Committee has asked me to distribute the timeline to Council. The timeline, including tasks and due dates, is noted below. Matt will distribute his self-evaluation to Council.

<u>Task</u>	<u>Date</u>	<u>Person/People Responsible</u>
Online survey instruments updated	7/1/16	Toni Moran, Maria Capriola
Self-evaluation due to Council	7/19/16	Matthew Hart, Town Manager
Council members complete performance review online via Survey Monkey	7/20-8/4/16	Council Members
Personnel Committee prepares draft evaluation	8/5-8/23/16	Personnel Committee
Town Council meets in Executive Session to discuss performance review	8/28/16	Town Council
Town Council meets in Executive Session in a special meeting in advance of Council meeting to conduct performance review with Town Manager	9/11/16	Town Council & Town Manager
Town Council adopts review and makes changes to compensation plan, if any	9/25/16	Town Council

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TOWN OF MANSFIELD
OFFICE OF THE TOWN MANAGER



Item #15

Matthew W. Hart, Town Manager

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

June 9, 2016

Ms. Diane L. Manning
President/CEO
United Services, Inc.
1007 North Main Street
Dayville, Connecticut 06241

Dear Ms. Manning:

I am pleased to write in support of United Services' proposed Windham Region Clinical Center in Mansfield, CT and your efforts to secure financing and funding through the U.S. Department of Agriculture (USDA) Rural Development Direct Loan program.

Behavioral health care was recently identified by a Community Needs Assessment as the most pressing need in Eastern Connecticut and United Services' proposed Clinical Center will provide the region with expanded access to enhanced behavioral health services as well as other important health and social services. The Town of Mansfield supports your initiative to enhance behavioral health services, and your project has been approved by our Planning and Zoning Commission following public hearing.

As United Services has seen its outpatient behavioral health services volume more than double since 2007, I am hopeful that the USDA will give your proposal its most serious consideration.

Please feel free to contact me at 860-429-3336 if you have any additional questions or concerns.

Sincerely,

Matthew W. Hart
Town Manager

CC: Town Council
Patricia Schneider, Director of Human Services

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Highlights



CTfastrak celebrates one year of operations; ridership exceeds targets.



\$1.6 million saved by member municipalities through the Purchasing Council.



CRCOG is managing statewide aerial imagery flyover. Online permitting system serves 24 municipalities.



Re-launched MetroHartford Brownfields Program and initiated a workshop series on Next Generation Economic Development in Connecticut

Return on Investment

\$1 of local dues helps CRCOG access \$11 of state, federal, and other funding.

Financial Highlights 2015-2016 Projections

Revenues: \$8,318,228

Local \$754,030	State \$3,361,242	Federal \$3,047,729	Other \$1,155,227
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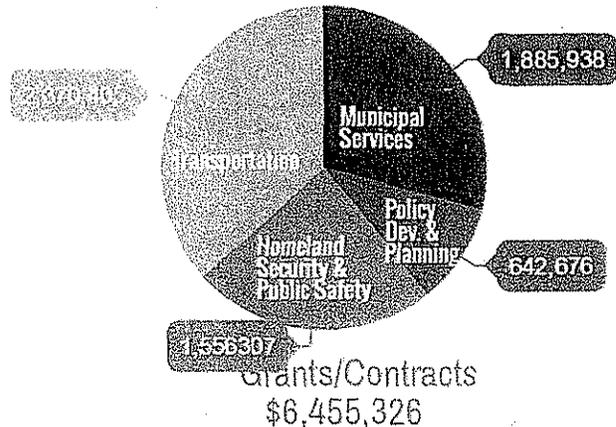
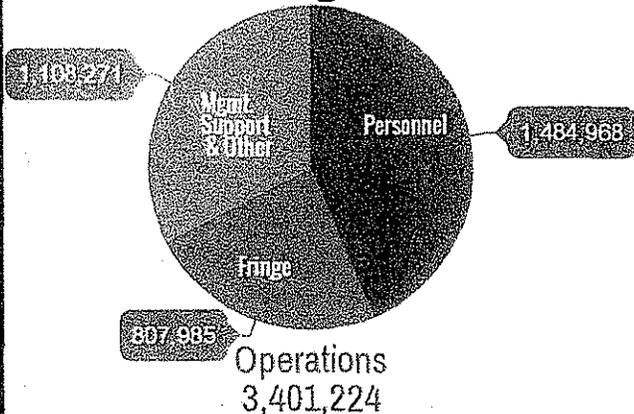
Expenditures: \$8,050,710

Personnel	Fringe	Memt. Support & Other	Municipal Services	Policy Dev. & Planning	Homeland Security & Public Safety	Transportation
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Operations
3,028,258

Grants/Contracts
\$5,022,452

2016-2017 Budget



Homeland Security & Public Safety



The Get Ready Capitol Region website was fully upgraded and continues to be the go to site for citizen emergency preparedness in the region. An ambassador program was launched to promote the site and a new partnership formed with the Hartford Marathon Foundation.

The CAPTAIN mobile data communications system is currently undergoing an upgrade and the CT-CHIEF Records Management System is being piloted by the State Criminal Justice Information System.

CRCOG delivered the FEMA Student Tools for Emergency Preparedness Program for all 5th grades students in both Bristol and Canton and will continue to offer this service.

CRCOG also began receiving funding from the Department of Public Health for infectious disease preparedness. A functional exercise was held and Healthcare Coalition planning well underway.



CRCOG conducted several After Action Reviews of Real Life Incidents at the request of our member communities along with a variety of Table-Top exercises. CRCOG also sponsored several FEMA Courses including "Integrating Whole Community Inclusive Planning into the Emergency Management Process"

Municipal Services

CRCOG expanded upon the CRCOG Data Center with the expertise of CRCOG's IT Strategic Partner, CCAT. CT OPM provided at total of \$529,000 to CRCOG to establish a "home" for all five Nutmeg Network Demonstration Project services. In addition, the CRCOG Data Center will be able to house future IT cooperative software licenses and IT services through a sustainable cost model that allows for expansion as services and storage needs grow. Early savings estimates for the 17 pilot towns participating in these efforts are from 32% to 58% each year for the various projects versus commercially available options. Dollar savings for the initial pilots are \$805,876 with more to come as the services are rolled out statewide.



CRCOG also convened three meetings on a variety of topics of interest to municipal Human Services and Social Services directors from the CRCOG region as part of the CRCOG Human Services Coordinating Council. We were able to raise more complex issues than would otherwise have been discussed at the regional level for the first time through this group.

Policy, Planning and Development



In FY 2016, CRCOG advanced projects that are helping to create a more connected, competitive, vibrant, and green Capitol Region by:

- Improving the redevelopment potential of contaminated properties through environmental investigations conducted under the MetroHartford Brownfields Program. This year, the program worked on seven sites, six of which hold potential for transit oriented development (TOD).
- Providing technical assistance on TOD to member communities through the CTfastrak and CTrail-Hartford Line Corridor Advisory Committee, and TOD on-call technical assistance.
- Advancing regional complete streets planning through education on best practices in assessing and implementing complete streets, implementation of the Regional Pedestrian and Bicycle Plan, and monitoring trends in walking and biking in the region. 
- With the CRCOG Foundation hosting a three-part workshop series on Next Generation Economic Development in Connecticut. Topics covered included Talent Development and Advanced Manufacturing, Innovation and Entrepreneurship, and Anchor Institutions, Neighborhood Involvement, and the Innovation Economy.
- Partnering with the CHART Coalition of the Eastern Highlands Health District on the Plan4Health Project, which produced an on-line Healthy Communities Toolkit to help rural planning and zoning commissioners better understand their roles in developing healthier communities through active transportation and access to healthy foods.

Transportation



CTfastrak, CT's first Bus Rapid Transit System, celebrated its 1 year anniversary and surpassed the year one ridership goal. April 2016 had a total of 377,717 corridor passenger trips.

In addition, CRCOG's transportation department:

- Continued administration of the Local Transportation Capital Improvement Program and programmed approximately \$11.2 million in funding under this program for municipally sponsored projects
- Programmed approximately \$10.3 million in federal 2015 Surface Transportation Urban funds
- Approved over \$55 million for new municipally sponsored transportation projects to improve regionally significant roads, sidewalks and multi-use trails
- Completed Capitol Region Intelligent Transportation System Strategic Plan
- Initiated or advanced 7 planning transportation studies
- Continued general transportation planning and mobility management with the region (freight, vehicular, bus transit, rail, aviation, vulnerable users)



CRCOOG

**CAPITOL REGION
COUNCIL OF GOVERNMENTS**

Working together for a better region.

CRCOOG Inter-town Cooperation Award

Presented to

Mansfield

The towns of Ashford, Bolton, Coventry, Hebron and Mansfield formed the Lakes Region Youth Basketball League in 2015. The league, which has served 700 children in 2nd through 8th grade, now gives the opportunity for the children to play games on eight different courts in the five communities. Town administrators meet regularly in regard to the program and have set up training sessions so all towns can participate. They have purchased joint equipment and a software program for all of the intricate league scheduling. An end of season Jamboree was recently incorporated into the program to honor all of the participants.


Stewart "Chip" Beckett III, Chairman
June 8, 2016


Lyle D. Wray, Executive Director
June 8, 2016

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CRCOOG

**CAPITOL REGION
COUNCIL OF GOVERNMENTS**

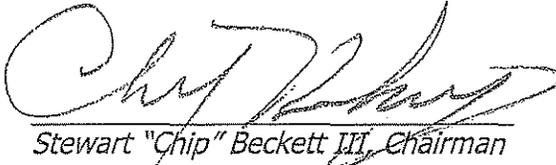
Working together for a better region.

CRCOOG Regional Sustainability Award

Presented to

Mansfield

For its exemplary work in support of **Mansfield Tomorrow:
Plan of Conservation and Development**, and its leadership in
promoting community and regional sustainability.


Stewart "Chip" Beckett III, Chairman
June 8, 2016


Lyle D. Way, Executive Director
June 8, 2016

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