

**TOWN OF EAST WINDSOR
BOARD OF SELECTMEN
11 RYE STREET
BROAD BROOK, CT 06016
First Selectman's Office – (860) 623-8122**

Jason E. Bowsza - First Selectman
Marie E. DeSousa - Deputy First Selectman
Alan Baker - Selectman

Sarah A. Muska - Selectman
Keith Yagaloff - Selectman

**REGULAR MEETING AGENDA
THURSDAY, MAY 2, 2024 AT 7:00 P.M.**

1. TIME AND PLACE OF MEETING

Thursday, May 2, 2024 at 7:00 p.m.
Town Hall – John Daly, Jr. Meeting Room
11 Rye Street, Broad Brook, CT 06016
Join Meeting Via Zoom:
<https://zoom.us/j/3326833563>
Meeting ID: 332 683 3563
Passcode: **townhall**

2. PLEDGE OF ALLEGIANCE

3. ATTENDANCE

4. APPROVAL OF MEETING MINUTES

- A. March 21, 2024 Board of Selectmen Regular Meeting
- B. April 4, 2024 Board of Selectmen Regular Meeting
- C. April 18, 2024 Board of Selectmen Regular Meeting

5. PUBLIC PARTICIPATION

6. COMMUNICATION

- A. Mental Health Awareness Proclamation
- B. National Public Works Week Proclamation

7. BOARD AND COMMISSIONS RESIGNATIONS AND APPOINTMENTS

A. Resignations:

- 1. Peter Larese, Capital Improvement Planning Committee
- 2. Peter Larese, Building Commission

B. Reappointments: *none*

C. New Appointments: *none*

8. UNFINISHED BUSINESS

- A. *Discussion and Vote on Vector Truck Purchase Offer from WPCA

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BOARD OF SELECTMEN
11 RYE STREET
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9. NEW BUSINESS

- A. Discuss and Approve Mission Square Administrative Services Agreement to Include Amy O'Toole
- B. Discuss and Approve Alcoholic Beverage Exception Application to Include Kelly Motolo
- C. Discuss and Approve Alcoholic Beverage Exception Application to Include Melissa Maltese
- D. Discussion and Possible Vote on Hold Harmless Agreement between the Town and Asplundh
- E. Tax Refunds

10. SELECTMEN REPORTS

- A. Jason E. Bowsza
- B. Marie DeSousa
- C. Sarah Muska
- D. Keith Yagaloff
- E. Alan Baker

11. PUBLIC PARTICIPATION

12. EXECUTIVE SESSION

Pursuant to C.G.S. 1-200(6)(B) – strategy pertaining to litigation (Wolfersdorf, Verogy).

13. ADJOURNMENT

DISTRIBUTION

Peter Larese
Melissa Maltese
Kelly Motolo
Amy O'Toole
Gabriella Resto
Courtney Sevarino
Kate Carey-Trull
Town Clerk

TOWN OF EAST WINDSOR
PROCLAMATION

WHEREAS, Mental Health Month was founded in 1949 to promote awareness, education and advocacy for mental health and has been a cornerstone of addressing the challenges faced by millions of Americans living with mental health conditions; and

WHEREAS, nearly one in five American adults will have a diagnosable mental health condition in any given year and 46 percent of Americans will meet the criteria for a diagnosable mental health condition sometime in their life; and

WHEREAS, mental health impacts a person's emotional, social, environmental, financial, and overall well-being, with significant disparities among racially and ethnically diverse communities; and

WHEREAS, Mental Health Month also aims to draw attention to suicide prevention because suicide is now the second leading cause of death for 15-to-24-year-olds;

WHEREAS, spreading awareness of the importance of mental health can help to reduce the stigma that surrounds mental illnesses.

NOW THEREFORE, I Jason E. Bowsza, First Selectman of the Town of East Windsor do hereby proclaim the month of May 2024, as

MENTAL HEALTH AWARENESS MONTH
in the Town of East Windsor

Jason E. Bowsza, First Selectman



6B

Proclamation

Whereas, public works services provided in our community are an integral part of our citizens' everyday lives; and

Whereas, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public building, and solid waste collection; and

Whereas, the health, safety and comfort of this community greatly depends on these facilities and services; and

Whereas, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of public works officials; and

Whereas, the efficiency of the qualified and dedicated personnel who staff Public Works Departments is materially influenced by the people's attitude and understanding of the importance of the work they perform; and

Whereas, pursuant to Homeland Security Presidential Directive, Public Works employees are designated First Responders, responsible for protection of life, property, and the environment; and

Whereas, the year 2024 marks the 64th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association;

*Now, therefore, I Jason E. Bowsza
First Selectman of the Town of East Windsor
Do hereby proclaim the week of May 19 - 25, 2024 as*

"National Public Works Week"

In the Town of East Windsor and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

*Given under my hand and Seal of the Town of East Windsor
Connecticut, this __th day of May 2024*

First Selectman



TOWN OF EAST WINDSOR

ENGINEERING & PUBLIC WORKS

Mailing Address: 11 Rye Street, Broad Brook 06016
Physical Address: 6 Woolam Road, East Windsor 06088

Leonard J. Norton, P.E. - Director of Public Works/Town Engineer- Phone (860) 292-7073, Fax (860) 292-7072

April 25, 2024

Mr. Jason Bowsza
First Selectman
East Windsor Town Hall
11 Rye Street
Broad Brook, CT 06016

Re: National Public Works Week

Dear Jason:

On behalf of the National American Public Works Association (APWA), I respectfully request that the Town of East Windsor officially recognize National Public Works Week, May 19-25, 2024.

Since 1960, APWA has sponsored National Public Works Week. This annual observance, which takes place during the third full week in May, is designed to educate communities and their leaders on the importance of our nation's public infrastructure and public works services.

National Public Works Week also serves as a time to recognize the contributions of public works professionals who design, build, operate and maintain the transportation, water supply, sewage, refuse disposal systems, parks and open space and provide the protection of our environment. The demands of our changing world require these employees to be available as first responders in the event of any type of emergency. Therefore, we believe that it is important for our community to honor those who devote their lives to its service.

Thank you for your consideration.

Sincerely,

Leonard J. Norton, P.E.
Director of Public Works/Town Engineer

7A



April 23, 2024

To Whom it May Concern:

Please accept this letter as resignation of my position on the Capital Improvement Planning Committee. It has been a pleasure to serve this wonderful community.

Sincerely,

Peter Larese

42 Rice Road

Broad Brook, CT 06016

Building
Resigned
3/27/24

RECEIVED
Town of East Windsor
Town Clerks Office

APR 24 2024 C 9:44am

By:
Asst. Town Clerk

9A

ADMINISTRATIVE SERVICES AGREEMENT

for

Town of East Windsor

Type: **457**

Account #: **300245**

Type: **401**

Account #: **100037, 100027**

DRAFT - DO NOT

MissionSquare
RETIREMENT

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement"), made as of this day, (please enter date) _____, (herein referred to as the "Inception Date"), between the International City Management Association Retirement Corporation doing business as MissionSquare Retirement ("MissionSquare"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the **Town of East Windsor** ("Employer"), an **Entity** organized and existing under the laws of the State of **Connecticut** with an office at **11 Rye Street, Broad Brook, Connecticut 06016**.

RECITALS

Employer acts as public plan sponsor of a retirement plan ("Plan"), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

MissionSquare, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

MissionSquare has designed, and VantageTrust Company offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in the Funds' principal disclosure documents, the Disclosure Memorandum and the Fact Sheets (together, "MissionSquare Disclosures"); and

MissionSquare provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

AGREEMENTS

1. Appointment of MissionSquare

Employer hereby appoints MissionSquare as administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by MissionSquare shall be those set forth in Exhibit A to this Agreement.

2. Adoption of VantageTrust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the MissionSquare Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Exclusivity Agreement

Employer agrees that for the initial or succeeding term of this Agreement specified in Section 11, so long as MissionSquare continues to perform in all material respects the services to be performed by it under this Agreement, Employer shall not obtain plan administration from anyone other than MissionSquare. Employer acknowledges that MissionSquare has agreed to the compensation to be paid to MissionSquare under this Agreement in the expectation that MissionSquare will be able to offset costs allocable to performing this Agreement with revenues arising from Employer's exclusive use of MissionSquare at the rates provided herein throughout the initial or succeeding term.

4. Employer Duty to Furnish Information

Employer agrees to furnish to MissionSquare on a timely basis such information as is necessary for MissionSquare to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in the Plan, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify MissionSquare in a timely manner regarding changes in staff as it relates to various roles. Such notification is to be completed through the plan sponsor website. MissionSquare shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any

information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and MissionSquare shall not be responsible for any error arising from its reliance on such information. MissionSquare will provide reports and account information to the Employer through the plan sponsor website.

Employer is required to send in contributions through the plan sponsor website. Alternative electronic methods may be allowed but must be approved by MissionSquare for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party investment options that do not have profile information provided to MissionSquare through MissionSquare's electronic data feeds from external sources (such as Morningstar) or the third-party investment option providers, the Employer is responsible for providing to MissionSquare timely investment option updates for disclosure to Plan participants. Such updates may be provided to MissionSquare through the Employer's investment consultant or other designated representative.

5. MissionSquare Representations and Warranties

MissionSquare represents and warrants to Employer that:

- (a) MissionSquare is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of MissionSquare, or its wholly owned subsidiary, to serve as investment adviser to VantageTrust Company is dependent upon the continued willingness of VantageTrust Company for MissionSquare, or its wholly owned subsidiary, to serve in that capacity.
- (b) MissionSquare is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c)(i) MissionSquare shall maintain and administer the 457(b) Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that MissionSquare shall not be responsible for the eligible status of the 457(b) Plan in the event that the Employer directs MissionSquare to administer the 457(b) Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the 457(b) Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own

customized plan document, MissionSquare shall not be responsible for the eligible status of the 457(b) Plan to the extent affected by terms in the Employer's plan document that differ from those in MissionSquare's model plan document. MissionSquare shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the 457(b) Plan in compliance with local or state requirements regarding plan administration unless Employer notifies MissionSquare of any such local or state requirements.

- (c)(ii) MissionSquare shall maintain and administer the 401(a) Plan in accordance with the requirements for plans which satisfy the qualification requirements of Section 401 of the Internal Revenue Code and other applicable federal law; provided, however, MissionSquare shall not be responsible for the qualified status of the 401(a) Plan in the event that the Employer directs MissionSquare to administer the 401(a) Plan or disburse assets in a manner inconsistent with the requirements of Section 401 or otherwise causes the 401(a) Plan not to be carried out in accordance with its terms; provided, further, that if the plan document used by the Employer contains terms that differ from the terms of MissionSquare's model plan document, MissionSquare shall not be responsible for the qualified status of the 401(a) Plan to the extent affected by the differing terms in the Employer's plan document. MissionSquare shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the 401(a) Plan in compliance with local or state requirements regarding plan administration unless Employer notifies MissionSquare of any such local or state requirements.

6. Employer Representations and Warranties

Employer represents and warrants to MissionSquare that:

- (a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (b) Employer understands and agrees that MissionSquare's sole function under this Agreement is to act as recordkeeper and to

provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, MissionSquare does not render investment advice, is neither the "Plan Administrator" nor "Plan Sponsor" as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. MissionSquare does not perform any service under this Agreement that might cause MissionSquare to be treated as a "fiduciary" of the Plan under applicable law, except, and only, to the extent that MissionSquare provides investment advisory services to individual participants enrolled in Guided Pathways Advisory Services.

- (c) Employer acknowledges and agrees that MissionSquare does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable share class.
- (d) Employer acknowledges that certain such services to be performed by MissionSquare under this Agreement may be performed by an affiliate or agent of MissionSquare pursuant to one or more other contractual arrangements or relationships, and that MissionSquare reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.
- (e) Employer approves the use of its Plan in MissionSquare external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

7. Participation in Certain Proceedings

The Employer hereby authorizes MissionSquare to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies MissionSquare otherwise, Employer consents to the disbursement by MissionSquare of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

8. Compensation and Payment

- (a) **Participant Fees.** Plan participant accounts shall be assessed an asset-based fee to cover the costs of record-keeping and other services provided by MissionSquare, and other costs associated with the Plans as directed by the Employer. The Employer shall work with MissionSquare to determine the appropriate amount of the gross asset-based fee to be charged to participant accounts, which may be increased or decreased from time to time at the direction of the Employer. At the inception of this Agreement the participant fee shall be **0.145%**.
- (b) **Revenue Requirement.** MissionSquare shall receive total annual aggregate revenue of **0.145%** of Plan assets under MissionSquare's administration for providing recordkeeping and other services to the Plans. Such revenue shall be deducted by MissionSquare from amounts collected through the application of the asset-based fee described in section 8(a) prior to allocation of any participant level asset-based fees to the Administrative Allowance Account (an unallocated plan account, which may also be known as a "plan level expense account") described in section 8(c) below.
- (c) **Administrative Allowance Account.** Amounts collected through the application of the asset-based fee described in section 8(a) above in excess of the Revenue Requirement specified in subsection 8(b) above, if any, shall be held in an Administrative Allowance Account for each Plan (that is maintained as a Plan asset by MissionSquare). Employer understands that the Plan administrative allowance is to be used only to pay for reasonable plan administrative expenses of the Plan or allocated to Plan participants at the instruction of the Employer. Employer may determine that funds from the Administrative Allowance Account should directly pay the invoices of consultants to the Plan. If Employer makes such a determination, Employer will direct MissionSquare in a separate letter to send Administrative Allowance monies to such consultants.

The payment will be made only from the above-referenced Plan's Administrative Allowance Account. Should the amount in the Plan's Administrative Allowance Account be insufficient to cover the fee due, MissionSquare will seek written instruction from the Plan or Plan Sponsor as to the amount to pay the consultant. For processing purposes, the consultant may submit an invoice to

MissionSquare for payment of the fee; provided, however, that MissionSquare will pay the consultant only as set forth above. The consultant shall have no authority to calculate the fee amount, change the frequency of the payment, or change the payee.

Employer acknowledges and agrees that, for the purposes of these payments, MissionSquare is acting as the agent of the Plan. Employer also acknowledges that in following its direction MissionSquare is not exercising any discretion regarding whether the above fee payment is an appropriate or reasonable use of Plan funds. Accordingly, Employer agrees to hold MissionSquare harmless from adverse consequences that may result from making such payments.

- (d) **Revenue Received from Investment Options.** Neither MissionSquare nor the Employer shall retain recordkeeping revenue received directly from investment options made available under the Plan. MissionSquare shall be compensated from fees collected from participant accounts through the application of the asset-based fee described in section 8(a) above. In the event that any Plan investment options do generate revenue from plan investments, MissionSquare shall, as directed by the Employer, credit any and all revenue back to those participant accounts invested in the option in question.
- (e) **Compensation for Management Services to VantageTrust Company, Compensation for Advisory and other Services to the MissionSquare Funds Class M and Payments from Third-Party Investment Options.** Employer acknowledges that MissionSquare, or its wholly owned subsidiary, receives fees from VantageTrust Company for investment advisory services and plan and participant services furnished to VantageTrust Company. Employer further acknowledges that MissionSquare, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the MissionSquare Funds Class M, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a MissionSquare Fund Class R that invests substantially all of its assets in a third-party mutual fund not affiliated with MissionSquare, MissionSquare or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These

fees are described in the MissionSquare Disclosures and MissionSquare's fee disclosure statement. In addition, to the extent that third party investment options are included in the investment line-up for the Plan, MissionSquare receives administrative fees from its third-party settlement and clearing agent for providing administrative and other services based on assets invested in third-party investment options; such administrative fees come from payments made by third-party investment options to the settlement and clearing agent.

- (f) **Redemption Fees.** Redemption fees imposed by outside investment options in which Plan assets are invested are collected and paid to the investment option by MissionSquare. MissionSquare remits 100% of redemption fees back to the specific investment option to which redemption fees apply. These redemption fees and the individual investment option's policy with respect to redemption fees are specified in the prospectus or other disclosure documents for the individual investment option and referenced in the MissionSquare Disclosures.
- (g) **Payment Procedures.** All payments to MissionSquare pursuant to this Section 8 shall be made from Plan assets held by VantageTrust or received from third-party investment options or their service providers in connection with Plan assets invested in such third-party investment options, to the extent not paid by the Employer. The amount of Plan assets administered by MissionSquare shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 8 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section 8 are contingent upon the Employer's using MissionSquare's plan sponsor website for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement. The compensation in this Section 8 is also based on the assets of the Plan being invested in **R10** shares of MissionSquare PLUS Fund and the Employer offering the MissionSquare PLUS Fund as the sole stable value option.

The compensation and payment in this Section 8 will take effect in the calendar quarter following receipt at a Delivery Address (defined below the signature line) of one fully executed copy of this Administrative Services Agreement based upon the following schedule:

- Agreement received by February 20 - Effective April
- Agreement received by May 20 - Effective July
- Agreement received by August 20 - Effective October
- Agreement received by November 20 - Effective January

Employer further acknowledges and agrees that compensation and payment under this Agreement shall be subject to re-negotiation in the event that the Employer (a) chooses to implement additional mutual funds that neither (i) trade via NSCC nor (ii) meet MissionSquare's daily trading operational guidelines or (b) chooses to implement investment options that are not mutual funds.

9. Indemnification

MissionSquare shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than MissionSquare in connection with the administration or operation of the Plan. Employer shall indemnify MissionSquare against, and hold MissionSquare harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against MissionSquare by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only any and all loss, damage, penalty, liability, cost or expense resulting from MissionSquare's negligence, bad faith, or willful misconduct.

10. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). The term of this Agreement will commence on the Inception Date and extend **seven (7) years** from that date. This Agreement will be renewed automatically for each succeeding year unless written notice of termination is provided by either party to the other no less than 60 days before the end of such Agreement year. The Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the MissionSquare PLUS Fund of VantageTrust as an investment option in its investment line-up), MissionSquare retains full discretion to release Plan assets invested in the MissionSquare PLUS Fund in an orderly manner over a period of up to 12 months from the date MissionSquare receives written notification from the Employer that it has made a final and binding selection of a replacement for MissionSquare as administrator of the Plan (or a replacement investment option for the MissionSquare PLUS Fund).

11. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.
- (b) MissionSquare may modify this Agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed modification. Such modification shall become effective unless, within the 60-day notice period, the Employer notifies MissionSquare in writing that it objects to such modification.
- (c) The parties agree that enhancements may be made to administrative services under this Agreement. The Employer will be notified of enhancements or reduction in fees through electronic messages or special mailings.

12. Notices

Unless otherwise provided in this Agreement, all notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

MissionSquare: Legal Department, MissionSquare, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240

Facsimile: (202) 962-4601

Employer: at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

13. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between MissionSquare and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations

of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

14. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

15. Incorporation of Exhibits

All Exhibits (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of **Connecticut**, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

TOWN OF EAST WINDSOR

By _____
Signature/Date

By _____
Name and Title (Please Print)

**THE INTERNATIONAL CITY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION
doing business as MISSIONSQUARE
RETIREMENT**

By _____
Erica McFarquhar
Assistant Secretary

[An execution copy will be provided via DocuSign]

Exhibit A

Administrative Services

The administrative services to be performed by MissionSquare under this Agreement shall be as follows:

- (a) Participant enrollment services are provided online. Employees will enroll online through a secure site or the Employer will enroll employees through the plan sponsor website.
- (b) Establishment of participant accounts for each employee participating in the Plan for whom MissionSquare receives appropriate enrollment instructions. MissionSquare is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment options offered under the Plan.
- (d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to MissionSquare through the participant website or the plan sponsor website), beneficiary designation instructions and all other documents concerning each participant's account.
- (f) Provision of periodic reports to the Employer through the plan sponsor website. Participants will have access to account information through Participant Services, Voice Response System, the participant website, and text access, and through quarterly statements that can be delivered electronically through the participant website or by postal service.
- (g) Communication to participants of information regarding their rights and elections under the Plan.
- (h) Making available Participant Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or MissionSquare are closed for business (including emergency closings)), to assist participants.
- (i) Making available access to MissionSquare's website, to allow participants to access certain account information and initiate certain plan transactions at any time. The participant website is normally

available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance.

- (j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.
- (k) Making available access to MissionSquare's plan sponsor web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. The plan sponsor web site is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance.
- (l) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through the participant website or via form.
- (m) MissionSquare is authorized by the Employer to (a) determine whether a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan and (b) establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.
- (n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through the participant website.
- (o) Guided Pathways Advisory Services – MissionSquare's participant advice service, "Fund Advice", may be made available through a third-party vendor on the terms specified on MissionSquare's website.
- (p) MissionSquare is authorized by the Employer to establish an unallocated plan level expense account to function as the Administrative Allowance account, to be invested as Employer directs.
- (q) MissionSquare will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.)

9B

**TOWN OF EAST WINDSOR**

FIRST SELECTMAN JASON E. BOWSA

**APPLICATION FOR EXCEPTION
ALCOHOLIC BEVERAGES**

In accordance with the Town of East Windsor Ordinance 90-8, I hereby request an exception to permit the consumption of alcoholic beverages at:

East Windsor Park - Pavilion North
Specific Location

Date: 6-1-24 Hours: 11A To 6P (Including Setup + Cleanup)

Type of Event: 40th Birthday Party

Number of Attendees 30-40

Alcohol to be Served: ☒ Y ☐ N Live music: ☒ Y ☐ N (Beer + Wine)

Event Coordinator (Name): Kelly Motolo

Phone and Email: 860-839-0680 RiordanKel@gmail.com

I hereby agree that the event on the date and times as stated above, will be properly supervised.

It is further agreed that all State and Local laws concerning the consumption of alcoholic beverages will be observed.

****NON-RESIDENTS PERMIT FEE: \$50.00****

APPLICANT INFORMATION

Name: Kelly Motolo

Address: 3 Juniper Court Broad Brook

Telephone: 860-839-0680

Kelly Motolo
Applicant Signature

4-10-24
Date

Application for Exception
Alcoholic Beverages
Page 2

Permission for the above request for exception is hereby:

☐ Approved ☐ Denied ☒ Consumption In Pavillion Area Only

☐ Other Conditions:

During the date and times of the exception, this permit shall be shown to any Police Officer or East Windsor Town Official upon demand.

FOR OFFICE USE ONLY

Melissa Paltse Parks and Recreation

4-15-24

Date

M. 10501

Chief of Police

4/16/24

Date

MR. [Signature]

Fire Marshal

4/29/24

Date

First Selectman

Date



TOWN OF EAST WINDSOR

FIRST SELECTMAN JASON E. BOWSA

APPLICATION FOR EXCEPTION ALCOHOLIC BEVERAGES

In accordance with the Town of East Windsor Ordinance 90-8, I hereby request an exception to permit the consumption of alcoholic beverages at:

East Windsor Park
Specific Location

Date: 6/20, 6/27, 7/11, 7/18, 7/25, 8/1, 8/6, 8/15, 8/22, 8/29 Hours: 5:30 p.m. to 9:00 p.m.

Type of Event: Summer Concert Series

Number of Attendees 200

Alcohol to be Served:

☒ Y ☐ N

Live music:

☒ Y ☐ N

Event Coordinator (Name): Melissa Maltese

Phone and Email: 860-698-1450 Mmaltese@eastwindsorct.com

I hereby agree that the event on the date and times as stated above, will be properly supervised.

It is further agreed that all State and Local laws concerning the consumption of alcoholic beverages will be observed.

****NON-RESIDENTS PERMIT FEE: \$50.00****

APPLICANT INFORMATION

Name: Melissa Maltese _____

Address: 25 School St East Windsor, CT 06088

Telephone: 860-698-1450

Applicant Signature

Date

Application for Exception
Alcoholic Beverages
Page 2

Permission for the above request for exception is hereby:


☒ Approved ☐ Denied ☐ Consumption in Pavilion Area Only

☐ Other Conditions:

During the date and times of the exception, this permit shall be shown to any Police Officer or East Windsor Town Official upon demand.

FOR OFFICE USE ONLY

____ Parks and Recreation

____ Chief of Police

____ Date

____

____ Date

____ Fire Marshal

____ Date

____ First Selectman

____ Date



EAST WINDSOR

SUMMER CONCERT SERIES 2024

June
20th

Still Kicking It With the Big City Horns

Rock n' Roll, R&B, Motown, Blues, Swing

Rolling
Smokehouse
BBQ

June
27th

Rock Solid Alibi

1970's to 2000's

Meatball
Bombs

July
11th

Moto

Caribbean and R&B Mashups

Capt N Jerk

July
18th

Murphy's Law

Local Band

Feelin' Saucy
Pasta Truck

July
25th

Skyway Band

Classic Dance, Pop and R&B Hits

Red Lion
Burger

August
1st

Floydian Trip

Pink Floyd Tribute Band

Fat City Kid

August
6th

Nightshift

60's-80's Cover Band



Jayy's Comfort
Food
Kona Ice
Hog Tied BBQ

August
15th

Drivetime

Local Band - Classic Blues, Rock & Soul

No Coast
Kitchen

August
22nd

Mischief

80's with 70's and 90's Hits

King of Pearl

August
29th

Cobblestone Road

Country from 90's to Today

Jayy's
Comfort Food

All concerts will be held on Thursdays from 6:00-8:00pm (with the exception of National Night Out on Tuesday, August 6th). This is a FREE event, but we will have food trucks on-site weekly. Concerts held at East Windsor Park - 27 Reservoir Avenue in Broad Brook. Any weather updates will be posted on our Facebook Page & Website (www.EastWindsorRec.com)



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Process Refund Record (s)

Bill	Condition(s) :	Name	Address	Prop Loc/Vehicle Info.	UniqID/Reason	Paid Date	Tax	Int	L/F	Total Adjusted	Overpaid Tax
2018-01-0004197	STAMM RONALD TRUSTEE	53 APOTHECARIES HALL RD	0202500	53 APOTHECARIES HALL RD	0202500	1/22/2020	7,430.20	0.00	0.00	7,430.20	
92	BROAD BROOK CT 06016-9738	53 APOTHECARIES HALL RD	0202500	Sec. 12-129 Refund of Excess Payments.	0202500		7,610.02	0.00	0.00	7,610.02	-179.82
2019-01-0004218	STAMM RONALD TRUSTEE	53 APOTHECARIES HALL RD	0202500	53 APOTHECARIES HALL RD	0202500	1/26/2021	7,532.16	0.00	0.00	7,532.16	
92	BROAD BROOK CT 06016-9738	53 APOTHECARIES HALL RD	0202500	Sec. 12-129 Refund of Excess Payments.	0202500		7,714.44	0.00	0.00	7,714.44	-182.28
2020-01-0004214	STAMM RONALD TRUSTEE	53 APOTHECARIES HALL RD	0202500	53 APOTHECARIES HALL RD	0202500	1/31/2022	8,022.45	0.00	0.00	8,022.45	
92	BROAD BROOK CT 06016-9738	53 APOTHECARIES HALL RD	0202500	Sec. 12-129 Refund of Excess Payments.	0202500		8,216.59	0.00	0.00	8,216.59	-194.14
2021-01-0004161	STAMM RONALD TRUSTEE	53 APOTHECARIES HALL RD	0202500	53 APOTHECARIES HALL RD	0202500	1/25/2023	7,996.41	0.00	0.00	7,996.41	
92	BROAD BROOK CT 06016-9738	53 APOTHECARIES HALL RD	0202500	Sec. 12-129 Refund of Excess Payments.	0202500		8,189.93	0.00	0.00	8,189.93	-193.52
2022-01-0004161	STAMM RONALD TRUSTEE	53 APOTHECARIES HALL RD	0202500	53 APOTHECARIES HALL RD	0202500	1/29/2024	7,979.05	0.00	0.00	7,979.05	
2 N	BROAD BROOK CT 06016-9738	53 APOTHECARIES HALL RD	0202500	Sec. 12-129 Refund of Excess Payments.	0202500		8,172.16	0.00	0.00	8,172.16	-193.11
2022-03-0061487	VAZQUEZ-CRUZ JACQUELINE	22 CRICKET RD	61487	2006/AG83282/KMHCN46C96U048021	61487	4/3/2024	0.00	0.00	0.00	0.00	
	EAST WINDSOR CT 06088-9641			Sec. 12-129 Refund of Excess Payments.			31.81	4.77	5.49	42.07	-31.81
TOTAL							38,960.27	0.00	0.00	38,960.27	
							39,934.95	4.77	5.49	39,945.21	-974.68

Total Refunds \$ 974.68

Refunded same tax collector