

**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  
Charles Nordell - Selectman

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**REGULAR MEETING AGENDA  
Thursday, May 21, 2020 at 7:00 P.M.**

**1. TIME AND PLACE OF MEETING**

Join Zoom Meeting; <https://zoom.us/j/3326833563>

Meeting ID: 332 683 3563

One tap mobile

16465588656,,3326833563# US (New York)

13126266799,,3326833563# US (Chicago)

Dial by your location

+1 646 558 8656 US (New York)

+1 312 626 6799 US (Chicago)

+1 301 715 8592 US

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US

Meeting ID: 332 683 3563

**2. PLEDGE OF ALLEGIANCE**

**3. ATTENDANCE**

**4. AGENDA APPROVAL**

**5. APPROVAL OF MEETING MINUTES**

A. May 7, 2020 Regular Meeting Minutes

B. May 11, 2020 Special Meeting Minutes

**6. PUBLIC PARTICIPATION**

**7. COMMUNICATION**

A. Temporary Certificate for Outdoor Dining Application

B. National Public Works Week Proclamation

**8. BOARD AND COMMISSIONS RESIGNATIONS AND APPOINTMENTS**

A. Resignations: *none*

B. Reappointments: *none*

C. New Appointments: *none*

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**9. UNFINISHED BUSINESS**

- \* A. Broad Brook Mill Update

**10. NEW BUSINESS**

- A. Discussion of Warehouse Point Master Plan including Terri Hahn of LADA
- B. Discussion of Long-Term Recovery Coordinator - CRCOG
- C. Discussion and Approval of Site License Agreement Between the Town of East Windsor and Urgent Care Medical Center, LLC, for Drive-through testing in East Windsor
- D. Approval of Tax Refunds

**11. SELECTMEN COMMENTS AND REPORTS**

- A. Jason Bowsza
- B. Marie DeSousa
- C. Charlie Nordell
- D. Sarah Muska
- E. Alan Baker

**12. PUBLIC PARTICIPATION**

**13. EXECUTIVE SESSION**

Personnel Policy Discussion

Pursuant to C.G.S. Sec. 1-200 (6)(A), discussion of any matter which would result in the disclosure of public records or the information contained therein described in subsection (6) of Section 1-210. *Action possible.*

**14. ADJOURNMENT**

Distribution

Terri Hahn  
Randi Reichle  
Cathy Simonelli  
Town Clerk's Office  
Journal Inquirer



# TOWN OF EAST WINDSOR

## TOWN OF EAST WINDSOR TEMPORARY CERTIFICATE FOR OUTDOOR DINING APPLICATION (FOR NEW OR EXPANDED OUTDOOR DINING AREAS)

Restaurant Name and Property Address: \_\_\_\_\_

Name of Applicant/Business Owner \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Property Owner: \_\_\_\_\_ Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

All information submitted with this application is true and accurate to the best of my knowledge. The applicant understands this application will be considered complete when all information and documents outlined under **"Submission Requirements"** on page 2 have been submitted. Additional or more detailed information may be required to protect public health and safety and in order to complete an application. Staff will work with applicants and take into account the need for expedited review of requests for temporary outdoor dining. The applicant understands this application is established pursuant to Executive Order 7MM issued by Governor Ned Lamont of the State of Connecticut, and shall remain in effect until modified, extended or terminated.

Businesses planning to open on May 20 (or during Phase 1) must complete the State of Connecticut's self-certification process before opening. The process can be found online at <https://business.ct.gov/recovery>.

All approved applications are temporary and will last for the duration of the COVID-19 crisis, after which all previous zoning requirements will be observed. There will be no fee for application under this temporary permit. Applications should be emailed to [JBowsza@Eastwindsorct.com](mailto:JBowsza@Eastwindsorct.com) or mailed to the attention of the First Selectman at:

East Windsor Town Hall  
11 Rye Street  
Broad Brook, CT 06016

Date: \_\_\_\_\_  
Signature of Applicant/Business owner

Date: \_\_\_\_\_  
Signature of Property Owner

Date: \_\_\_\_\_  
Signature of Local Enforcement Official      Approved      Denied (circle)

**SUBMISSION REQUIREMENTS**  
**TEMPORARY CERTIFICATE FOR OUTDOOR DINING**

**Applications must be accompanied by the following:**

A site plan of the property and written narrative outlining the proposed or modified outdoor dining facilities. Contact the Planning Department to determine if an existing site plan is available for use; if one is not available, the applicant can provide a printout of the property obtained from the Town's GIS mapping program located at: <https://eastwindsor.mapxpress.net/>.

- 1) The site plan must illustrate:
  - a. An outline of the outdoor dining areas to be used for the operation, including roughly scaled dimensions.
  - b. The location of tables, chairs, overhead protection (tents, umbrellas, awnings, etc.), wait staff stations, waste receptacles, hand sanitizer stations, heaters, furniture, or other equipment.
  - c. The path to be used by wait staff for service to and from the kitchen, as well as the path to be used by customers to enter and exit the outdoor dining area and the restrooms.
  - d. The location of an outdoor waiting area.
  - e. The location of screening, if necessary or desired.
  - f. The location of safety measures to protect the outdoor dining area, particularly where dining is proposed within a parking lot or abutting a parking lot or road.
- 2) The application must include a narrative outlining:
  - a. Total occupancy proposed for the outdoor dining area.
  - b. Any noise, waste management, odor, light pollution, and environmental impacts expected from outdoor dining and how these impacts will be mitigated.
  - c. Safety measures taken to protect the outdoor dining area, particularly where dining is proposed within a parking lot or abutting a parking lot or road.
  - d. Privacy measures taken to minimize disturbance to abutting uses, if necessary.
  - e. Hours of operation.
- 3) The application must include proof of Department of Economic and Community Development self-certification.

Temporary Certificate for Outdoor Dining Applications will be accepted via mail and email. However, applications for tents must be applied for through the Town's Building Department. Applications involving the use of tents will be reviewed by the Building Official and Fire Marshal. There is no filing fee for the application for Temporary Certificate for Outdoor Dining or a tent application associated with issuance of a Temporary Certificate for Outdoor Dining.

Temporary Certificates for Outdoor Dining will be reviewed by the Local Enforcement Official and Fire Marshal

**Contact List:**

East Windsor First Selectman:  
Zoning Enforcement Official:

860-698-1334  
860-698-1437

jbowsza@eastwindsorct.com  
jsauerhoefer@eastwindsorct.com





# 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 2020 marks the 60<sup>th</sup> annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association;**

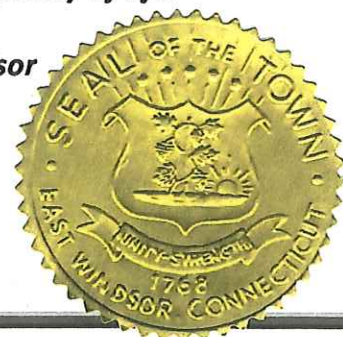
**Now, therefore, I Jason Bowsza  
First Selectman of the Town of East Windsor  
Do hereby proclaim the week of May 17 - 23, 2020 as**

## **"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 18th day of May 2020**

First Selectman



## SITE LICENSE AGREEMENT

**THIS SITE LICENSE AGREEMENT** (the "Agreement") is made as of the \_\_\_\_ day of May, 2020 (the "Effective Date"), by and among **THE TOWN OF EAST WINDSOR CONNECTICUT**, a municipal corporation (the "Town") and **URGENT CARE MEDICAL CENTER, LLC**, a Connecticut limited liability company having its principal place of business at 105 West Road, Ellington, CT 06029 ("UCMC"). The Town and UCMC are each a "Party" and, collectively, the "Parties" to this Agreement.

### **RECITALS**

**WHEREAS**, UCMC is a provider of urgent care medical and lab services; and

**WHEREAS**, the Town has requested UCMC to provide evaluation and testing of people suspected of having contracted the COVID-19 virus (the "Services"); and

**WHEREAS**, UCMC is willing, prepared and desires to provide and perform the Services; and

**WHEREAS**, the Town desires to provide UCMC a revocable license to use certain Town-owned property from which UCMC may provide the Services upon and subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. License to use Location to Provide Services. The Town hereby grants to UCMC a revocable license to use the outdoor location known as the East Windsor High School, 76 South Main Street, East Windsor, CT 06088 (the "Location") for the purpose of providing Services on May \_\_\_\_, 2020 (the "Services Date"), subject to the terms and conditions set forth below.

2. Obligations of the Town. The Town shall provide, at no cost to UCMC:

- (a) Access to and use of the Location on Services Date;
- (b) All non-medical furniture and equipment necessary to allow UCMC to perform the Services, including, without limitation, one or more canopy tents of sufficient size (including weights or stakes to properly anchor same), tables, chairs, lighting, garbage receptacles for non-medical refuse; directional signage, traffic cones, plastic tape for cordoning off/directing the flow of patients through the location, and adequate portable toilet facilities; and
- (c) Adequate police personnel to direct vehicular traffic in and out of the Location and to provide general security and control over the public during performance of the Services.

3. Obligations of the UCMC. UCMC shall provide, at no cost to the Town the Services, and all medical personnel, equipment (including necessary technology) and supplies necessary and reasonable for the performance thereof. All Services shall be performed by qualified medical personnel licensed or certified in the State of Connecticut, and in accordance with the applicable standards of care and practice in the State of Connecticut, including, without limitation, the handling, storage and disposal of medical waste. UCMC shall be solely responsible for billing and collecting from third party insurers or patients any fees and costs incurred with respect to the performance of the Services.

4. Insurance.

(a) By UCMC. At all times during the provision of the Services and at any other time UCMC shall have access to the Location to prepare the same for the performance thereof, UCMC shall, at its own cost and expense, shall carry and maintain the following policies insurance:

(i) Professional Liability Insurance with coverages of at least the amount of \$1,000,000 per claim and \$3,000,000 in the aggregate annually.

(ii) Comprehensive General Liability insurance coverage, for bodily injury, personal injury, property damage and contractual liability, with limits of not less than \$2,000,000 combined single limit liability, per occurrence, and \$4,000,000 in the aggregate.

(iii) Worker's Compensation insurance in such amounts as may be required by law or regulation and employer's liability coverage in an amount not less than \$500,000, per occurrence.

(b) By the Town. At all times during the term of this Agreement, the Town, at its sole cost and expense, shall carry and maintain the following policies of insurance:

(i) Commercial General Liability Insurance in the name of the Town with a combined single limit of at least \$1,000,000 per occurrence and at least \$2,000,000 annual aggregate on a per location basis, and extending to all owned hired, and non-owned vehicles, plus an umbrella in the amount of at least \$5,000,000 for injuries to persons (including death) and damage to property. Such insurance shall include an Additional Insured Endorsement (I.S.O. Form CG 2010 version or equivalent additional insured endorsement) naming UCMC, its members, managers, employees, agents and representatives as additional insureds. The Town shall provide UCMC a certificate evidencing such insurance on an Acord 25 or equivalent form not later than three (3) days following execution of this Agreement.

5. Indemnification.

(a) By UCMC. UCMC shall indemnify, defend, reimburse and hold the Town harmless from any and all claims, injuries, liabilities, damages, obligations, or expenses, including reasonable attorney fees suffered or incurred by third parties (collectively, "Claims") arising from the performance of the Services, unless caused by the negligence or willful misconduct of the Town, its employees agents or contractors.

(b) By the Town. The Town acknowledges that it has and shall retain dominion and control over the Location before, during and after the performance of the Services by UCMC and hereby agrees to indemnify, defend, reimburse and hold UCMC harmless from all Claims arising from: the entry upon or use of the Location by parties other than UCMC, unless caused by the willful misconduct of UCMC, its employees, agents or contractors.

6. Term; Termination. This Agreement may be terminated by either Party upon not less than three (3) days prior written notice to the other.

7. Representations and Warranties.

(a) By UCMC. UCMC hereby represents to the Town that (i) it has the requisite power and authority to execute, deliver and perform this Agreement, (ii) the execution, delivery and performance of this Agreement by it has been duly authorized by necessary company action, and (iii) it has duly and validly executed and delivered this Agreement.

(b) By the Town. The Town hereby represents to UCMC that (i) it has the requisite power and authority to execute, deliver and perform this Agreement, (ii) it has specifically authorized Jason E. Bowsza as First Selectman to execute this Agreement as the duly authorized representative of the Town (ii) the execution, delivery and performance of this Agreement by it has been duly authorized by necessary municipal action and that no other approval, consent or authorization is required, and (iii) it has duly and validly executed and delivered this Agreement.

8. Miscellaneous.

(a) Entire Agreement. This Agreement constitutes the entire agreement between the Parties as to the matters discussed herein and supersede any prior or contemporaneous negotiations, representations, promises, agreements and/or understandings of the Parties with respect to such matters, whether written or oral, except as specifically set forth in this Agreement.

(b) Modification. No amendment, change, or modification of this Agreement shall be valid unless in writing and signed by each Party hereto.

(c) Assignment. No Party shall have the right to assign its rights or delegate its duties under this Agreement in whole or in part.

(d) Successors and Assign. All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective permitted successors and assigns. The provisions of this Agreement shall be binding on and shall inure to the benefit of the permitted successors and assigns of the Parties.

(e) No Implied Waiver. The failure of a Party to insist on strict performance of any covenant or obligation under this Agreement, regardless of the length of time for which such failure continues, shall not be deemed a waiver of such Party's right to demand strict



compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this Agreement shall constitute a consent or waiver to or of any other breach or default in the performance of the same or any other obligation.

(f) Notices. Any and all notices, consents, approvals, requests and other communications (collectively, "Notices") required to be given or served by the terms and provisions of this Agreement, shall be in writing and signed by the party giving the notice, or by a duly authorized officer or representative, and shall be given (a) by certified or registered mail and shall be deemed delivered on the second business day after the date so mailed; (b) by reputable overnight/express carrier, such as Federal Express, and shall be deemed delivered on the next business day after the date deposited with the carrier; or (c) by hand, and shall be deemed delivered upon receipt thereof. Notice on behalf of either party shall be addressed to that party at the address set forth below, or to such other address as that party hereafter shall furnish by such form of notice to the other party.

If to the Town:

The Town of East Windsor Connecticut  
11 Rye Street,  
Broad Brook,  
Connecticut 06016  
ATTN: Jason E. Bowsza, First Selectman

If to UCMC:

Urgent Care Medical Center, LLC  
105 West Road  
Ellington, Connecticut 06029  
ATTN: Daksh Rampal, M.D.

(g) Governing Law. This Agreement shall be governed by the laws of the State of Connecticut. In the event that any litigation or other legal proceeding results from or arises out of this Agreement or the performance thereof, the prevailing Party shall be entitled to recover its reasonable attorneys' fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing Party may be entitled.

(h) Counterparts/Electronic Signatures. Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

(i) Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

(j) Headings. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the Parties have hereunto set their hands as of the Effective date set forth above.

**THE TOWN OF EAST WINDSOR,  
CONNECTICUT**

**URGENT CARE MEDICAL CENTER, LLC**

By : \_\_\_\_\_  
Jason E. Bowsza  
First Selectman, duly authorized

By: \_\_\_\_\_  
Daksh Rampal, M.D.  
A Member, duly authorized

To Melissa 5/18/2020

Process Refund Record (s)			TOWN OF EAST WINDSOR			Int Date: 05/18/2020			Page: 1		
Condition(s) :			Prop Loc/Vehicle Info.			Paid Date					
Bill	Name	Address	UniqueID/Reason	Tax	Int	L/F	Total Adjusted	Overpaid Tax			
2004-03-0060552	TAYLOR WILLIAM A	6 VARNO LANE	1996/525RNU/1G1LD55M8TY265404	44.55	0.00	0.00	44.55				
Y	ENFIELD CT 06082		51055000	88.03	123.14	0.00	211.17	-43.48			
TS	INA ENTERPRISE LLC		Sec. 12-129 Refund of Excess Payments.	-21.74	0.00	0.00	-21.74	Adjusted			
2018-02-0040505	160 BRIDGE ST		160 BRIDGE ST	271.67	0.00	0.00	271.67				
1	EAST WINDSOR CT 06088		41113000	404.29	4.30	0.00	408.59	-132.62			
2018-03-0051198	BOIVIN JOEL		2008/690HUY/2G1WT58N089174708	95.87	0.00	0.00	95.87				
	47 HIGHLAND AVE		511198	115.08	18.99	20.11	154.18	-19.21			
2018-03-0051199	BROAD BROOK CT 06016-9543		2002/AF6391/1G2WKS2J82FI27199	31.17	0.00	0.00	31.17				
	47 HIGHLAND AVE		511199	62.34	10.29	10.89	83.52	-31.17			
2018-03-0056715	MAHON STEFANIE M		Sec. 12-128 Refund of Taxes Erroneously Collected from Veterans and Relatives.	152.76	0.00	0.00	152.76				
	3 WESTERLY TERRACE		2010/4ABKGI/1NKB4EE8AZ357392	326.15	20.62	0.00	346.77	-173.39			
2018-04-0080385	COLCHESTER CT 06415-1408		2001/AN19164/4X4TRLW221D071282	47.95	0.00	0.00	47.95				
	122 WELLS RD		80385	803.15	2.88	0.00	806.03	-755.20			
	EAST WINDSOR CT 06088-9716		Sec. 12-128 Refund of Taxes Erroneously Collected from Veterans and Relatives.	643.97	0.00	0.00	643.97				
				1,799.04	180.22	31.00	2,010.26	-1,155.07			
				-1,133.33	0.00	0.00	-1,133.33	Adjusted			
TOTAL			6								

Total Refunds \$1,155.07

Return a Kratochvil  
Tax Collector, CMC

100