

**BOARD OF SELECTMEN  
TOWN OF EAST WINDSOR  
11 RYE STREET  
EAST WINDSOR, CONNECTICUT  
\*\*AMENDED\*\*  
MINUTES OF REGULAR MEETING**

**Tuesday, June 6, 2017 at 7:00 p.m.**

**1. CALL TO ORDER**

First Selectman Robert Maynard called the meeting to Order at 7:02 p.m., in the East Windsor Town Hall, 11 Rye Street, East Windsor, Connecticut.

**2. PLEDGE OF ALLEGIANCE**

Everyone present stood and recited the Pledge of Allegiance.

**3. AGENDA APPROVAL**

Mr. Maynard stated that he would like to add the Sale of 22 Woolam Rd to tonight's Agenda.

**MOTION** made by (Maynard) and **SECONDED** by (Pippin) to add the sale of 20 Woolam Rd to the Agenda as New Business F.

In Favor: D. Nelson, S. Dearborn and R. Pippin    Opposed: None    Motion: PASSED

**4. ATTENDANCE**

Robert Maynard, First Selectman  
Richard P. Pippin, Jr., Deputy First Selectman  
Jason E. Bowsza, Selectman –Not Present  
Dale Nelson, Selectwoman  
Steve A. Dearborn, Selectman

**5. PARLIAMENTARY PROCEDURES**

Mr. Maynard reminded everyone not to interrupt people when they have the floor and only to speak when recognized. Mr. Maynard also reminded everyone that they should treat everyone civilly and respectfully.

## **6. APPROVAL OF MEETING MINUTES**

**MOTION** made by (Nelson) and **SECONDED** by (Pippin) to accept the Regular Meeting Minutes from the March 16, 2017 Board of Selectmen Meeting, as is.

In Favor: D. Nelson, S. Dearborn and R. Pippin    Opposed: None    Motion: PASSED

## **7. COMMUNICATIONS**

Mr. Maynard stated that the Budget Referendum is 1 week from today, June 13, 2017. He stated that if the Budget passes there will be a 8.6% spending increase and 5.95% Mill Rate increase. If the budget fails again it will be a 2% spending increase and a 6.14% Mill Rate increase.

Mr. Maynard stated he received and read an email that July is Parks and Receptions month there will special themed days and nights throughout the month. The theme for the Month is “Get your play on”. Melissa Maltese stated in the email that she would like to be put on the Agenda for the June 20<sup>th</sup> BOS Meeting.

## **8. PUBLIC PARTICIPATION**

**Paul Anderson** – Stated that if the Budget goes to referendum it will pass and he will vote yes. He also stated that he is against Agenda item 11A. He feels that if they don’t have to pay then he should not have to pay for FOI copies either.

**Marie DeSousa** – Wanted to thank Mr. Maynard for posting the figures for the budget on Facebook. She states that it clarifies what will happen if the budget passes or not. She also states that she is against the FOI copy fees being waived for the Coalition Against Casino Expansion in Connecticut.

**Dick Pippin** – Stated he wanted to thank Marie for a great article in the JI tonight about the casino. He said it was well written and hits the nail on the head.

**Joel Whalen** – Wanted to thank the Board for having the cameras installed so that the meetings can be watched in the internet. He said that the cameras give some color to the meetings that the minutes don’t always give. He wanted to thank the Board for being engaged with the Town’s people and always responding.

## **9. BOARD AND COMMISSIONS RESIGNATIONS AND APPOINTMENTS**

### **A. Resignations:**

NONE

### **B. Reappointments:**

NONE

**C. New Appointments:**  
NONE

**10. UNFINISHED BUSINESS**

**A. East Windsor's 250<sup>th</sup> Anniversary Commission Report:**

Rebecca Talamini reported that the t-shirts have arrived and they are \$12 for 1 or \$20 for 2. They are being sold at both libraries and at Town Hall. She stated that the resident and business fundraising letters are ready to be mailed out. They are hoping to have them out by the end of the month because they need money. They can't do anything else until they get more money in. They have big wooden signs and they are going to paint them with the logo and put them around Town. There will be an order form going around for the plastic corrugated signs. She stated it was more a make a donation you get a sign rather than an order form.

**B. Broad Brook Mill Site Remediation:**

Mr. Maynard stated that next Monday he would go with Laurie Whitten to DEEP and talk to Maurice Hamel. He stated that Mr. Hamel may or may not come to the Board of Selectmen meeting on June 20<sup>th</sup>, he said it depends on how the meeting next Monday goes. Mr. Maynard stated that Mr. Hamel is not too happy with the RAP that UTAS had submitted. He was happy with the idea of the Grant that was applied for. He also thought if the Town was going to make use of the land that would be a good thing.

**C. Discussion of the Casino:**

Selectwoman Nelson stated that Mr. Bowsza was not at the BOS meeting because he was in Hartford lobbying for the casino. Mr. Maynard read 2 letters that were written by the BOS and sent to the Representatives in the House. To see the letters they are hereto attached as Attachment A (2 pages). Marie DeSousa stated that not only are there anti casino ads on the television they are also on Facebook. She stated that every time you want to read an article on of their ads pop up. A brief discussion followed about the money surrounding Towns will receive.

**D. Approval of Credit Card Limit Increase for Capital Improvements Line:**

After looking briefly at the Town's Credit Card Policy and a discussion with Len Norton explaining why he thought they needed the increase a motion was made. Selectwoman Nelson stated that as long as they are putting which line item the money is to come from she is ok with the increase.

**MOTION** made by (Nelson) and **SECONDED** by (Pippin) to increase the credit card limit for Public Works to \$5,000 and Parks & Recreation to \$2,000 and to be reviewed in 6 months.

In Favor: S. Dearborn, D. Nelson, and R. Pippin Opposed: None Motion: PASSED

**E. South Road Oil Spill Payment Approval:**

State Farm has denied the claim and said they will not put any money towards the claim. The Town needs to pay the \$10,000 deductible and Chub will pay the \$30,000 for the backfill and the rest of the remediation. They are still negotiating the vacuuming system and the electrical power needed to run the system. The \$10,000 has been paid to date. Mr. Pippin thinks that there should be a lean put on the homeowner to recoup the \$10,000. Mr. Norton stated that things are finally moving forward.

**11. New Business**

**A. Consider Request Made by the Coalition Against Casino Expansion  
Connecticut to Waive Costs for Copies for Casino FOIA Request in the Amount  
of \$401.50 (803 Pages X \$.50):**

After a brief discussion a motion was passed.

**MOTION** made by (Nelson) and **SECONDED** by (Dearborn) to deny the request made by The Coalition Against Casino Expansion in Connecticut to waive the cost of copies for casino FOIA request in the amount of \$401.50

In Favor: S. Dearborn, D. Nelson, and R. Pippin Opposed: None Motion: PASSED

**B. Discussion and Approval of Scout Hall Generator Proposal:**

Mr. Norton stated that they have looked into the generators at the Scout Hall and got an estimate for a new generator that would run the pump station and the whole most of the building. The estimate for the generator was \$56,245. A lengthy discussion followed about the existing generators and buying a new one. Mr. Pippin stated he felt that it was a veiled approach to get a generator of Scout Hall and not just the pump station. He said if it was going out to bid they would need at least 2 more bids. Mr. Dearborn stated that with the size of the generator that they want to get it would make the building self-sustainable. He stated that if that was the case then the building should become an emergency shelter. He feels that it should be done right the first time around and no to try and half fix things. Selectwoman Nelson agreed with Mr. Dearborn.

Mr. Pippin feels it should not be a shelter and it is a waste of money, there are other shelters in Town.

**C. Authorize Interim Treasurer, Gayle Carolus, to Sign Bond Anticipation Notes and Bonding Until a Permanent Full-time Treasurer is Appointed:**

**MOTION** made by (Pippin) and **SECONDED** by (Dearborn) a resolution authorizing and empowering the Interim Treasurer, Gayle Carolus, to sign bond anticipation note documents and bonding documents until a new Treasurer has been named and bonded.

In Favor: S. Dearborn, D. Nelson, and R. Pippin Opposed: None Motion: PASSED

**D. South Road Long Term:**

Mr. Maynard stated it is a serious situation and they are looking for a solution. Mr. Maynard showed some pictures and of South Road. He is concerned about the trees and branches. There is also a sewer issues, Mr. Maynard thinks that maybe it is time to get an attorney and look into what the Town's options are regarding these properties. Mr. Maynard thinks that it should be put on the Agenda and put it as Old Business.

**E. Discussion of Intertown Agreement Regarding Asphalt Recycler and Hot Box:**

Mr. Norton stated that the hot box will be housed in Ellington. He came to show a picture of the hot box and he stated that it came with an asphalt recycler. He just wanted to show what the Town's money bought. He stated that he was not asking for money but was just informing. He explained how it worked and what the difference was between the 2 machines they got.

**F. Approval of Tax Refunds:**

**MOTION** made by (Nelson) and **SECONDED** by (Pippin) to approve all of the Tax Refunds, dated 6/1/17, in the amount of \$669.59.

In Favor: S. Dearborn, D. Nelson, and R. Pippin Opposed: None Motion: PASSED

**G. Sale of 20 Woolam Road:**

Mr. Maynard handed out the contract the Town received for the sale of 20 Woolam Road with an addendum for \$10,000 and they all looked the contract over. To see the contract and the addendum they are hereto attached as Attachment B (6 pages).

**MOTION** made by (Maynard) and **SECONDED** by (Dearborn) to approve the sale of 20 Woolam Rd (004, 34, 007) to E&D Moran Realty LLC. for \$10,000 and to send to a Town Meeting.

In Favor: S. Dearborn, D. Nelson Opposed: None Abstain: R. Pippin Motion: PASSED

## **12. SELECTMEN COMMENTS AND REPORT**

- A. **Jason E. Bowsza** – No Report, Not Present.
- B. **Dale A. Nelson** - Hereto attached as Attachment C (1 page).
- C. **Richard Pippin, Jr.** – Attended the American Heritage River Commission, the water was up and the condition of the water was yellow meaning boating was ok but you shouldn't be swimming in it. He stated that the E.coli testing would resume next week. The RTP Grant, 3 bids should be ready and they will award the contract. Brochures were available for the June 4<sup>th</sup> hike which had 40 participants. A work party is set for June 10<sup>th</sup> and 11<sup>th</sup>. Attended the Planning and Zoning and there were 3 applications. Aquifer protection regulations and procedures were discussed extensively. They decided the paperwork needed some revising. Zoning Board of Appeals, the applications were all granted. They only had 4 members there so they all had to vote yes to get the first application to go through.
- D. **Steve A. Dearborn** – Went on the bus to the Capital with everyone. He spoke to Chris Davis and thought he got through to him and had his support for the casino. The Memorial Day Parade was short and they beat the rain. He went to a Veteran" Commission Meeting, they were very organized and the Memorial should be done by next Memorial Day. He is very angry with Chris Davis. He stated that he spoke with a man about the hookups for the Scout Hall Pump Station. He said the reason the house and horse stable was hooked into it is because it was so they could get the flow right.
- E. **Robert Maynard** – Stated that the Rotary Citizen of the Year is Andy Hoffman and he will be recognized on Thursday, June 15<sup>th</sup>. The Crossroads Community Cathedral filled out an application to do some renovations. The cost of the renovations will be \$600,000.

## **13. PUBLIC PARTICIPATION (Another opportunity for the public to make comments)**

**Marie DeSousa** – Gave an update about the Grant money for Grant Hill. They are repairing the sidewalks and they have been there for about a week and a half now. The cameras have been

reinstalled and up to date. They are starting to get things done. Mrs. Nelson asked when they were going to start the laundry rooms and was told after the sidewalks were done.

**Tom Talamini** – Wanted to discuss the generator for Scout Hall. He feels that they Town should not spend any more money. He said there is one that could work and if the Town has no money to spend on other things they should not be trying to spend money on a generator they don't need. He also wanted to know about the sewer line on South Road. If it costs \$80,000 to fix he wanted to know if fees were being collected, he was told yes.

**Marie DeSousa** – Abby's Helping Hand will be at Dairy Queen on June 14<sup>th</sup> in South Windsor to benefit Gavin Anderson and his summer camp.

**Kathy Pippin** – Is intrigued about how PW is getting pretty much what they wanted and being on the Board of Finance she finds that hard. She hopes someone is going to check the money spent and wanted to know if anyone has looked at the books. She stated she was stunned, horrified and feels very bad.

**Joel Whalen**- Wanted to know when Mr. Maynard was going to have his State of the Town and talk about where he is at with the Initiatives he spoke a few weeks ago about. Mr. Maynard stated to give it about 6 months and maybe at one of the July meetings he would go over where he is at with everything.

#### **14. SIGNATURES FOR APPROVAL OF CHECK REGISTERS**

Completed

#### **15. EXECUTIVE SESSION**

**MOTION** made by (Pippin) and **SECONDED** by (Nelson) that the Board of Selectmen enter into Executive Session at 8:56 p.m. pursuant to C.G.S. Section 1-200 (6)(a) Employment and Section 1-210 (b)(4) litigation to include Carol Madore.

In Favor: S. Dearborn, D. Nelson, and R. Pippin    Opposed: None    Motion: PASSED

The Board came out of executive session at 9:22 p.m.

**MOTION** made (Nelson) and **SECONDED** (Pippin) to authorize first selectman to sign the contract with Linda Savitsky to assist our Interim Treasurer.

In Favor: S. Dearborn, D. Nelson, and R. Pippin    Opposed: None    Motion: PASSED

Board of Selectmen  
Regular Meeting  
6/6/17

**MOTION** made (Pippin) and **SECONDED** (Nelson) to authorize the First Selectman to retain Chadwick and Stone, Esq. for the tax appeal matter forth coming as town attorneys have conflict and cannot represent us.

In Favor: S. Dearborn, D. Nelson, and R. Pippin   Opposed: None   Motion: PASSED

**MOTION** made (Dearborn) and **SECONDED** (Nelson) to adjourn. The meeting adjourned at 9:25 p.m.

Respectfully Submitted,

Rebecca D'Amicol, Recording Secretary



Attachment A  
Page 1



## TOWN OF EAST WINDSOR

FIRST SELECTMAN ROBERT MAYNARD

June 6, 2017

To Whom it May Concern,

Recently, the suggestion has been made that the fixed assessment provision in the development agreement between MMCT Ventures, Inc. and the Town of East Windsor was included at the insistence of MMCT. That notion is 100% false.

In fact, that concept was introduced by the Town for several reasons. First, a fixed assessment was important to the Town because there really are no comparable developments in Connecticut on which to compare similar assessments. The Town believes that by fixing an agreed upon assessment for a period of five years, it will provide a basis for future assessments at the facility.

Secondly, the Town also has a fire district in the Warehouse Point section of East Windsor. That district includes the site of the proposed casino. If the development agreement included a fixed payment, as was proposed initially by MMCT, then it would prove problematic for the fire district to levy a fire tax on the proposed casino. By agreeing to a fixed assessment, that problem is alleviated and the district will have a benchmark by which to levy its fire tax.

In summation, the notion of a fixed assessment was introduced into the negotiations by the Town and ultimately insisted upon by us. In our judgment, this was a better fit for our community because of the issues listed above. We stand by that decision and we look forward to a strong collaborative partnership with MMCT for many years to come.

Sincerely,

Robert Maynard  
First Selectman

Richard P. Pippin  
Deputy First Selectman

Jason E. Bowsza  
Selectman

Steve Dearborn  
Selectman

Dale Nelson  
Selectman

Attachment A  
Page 2



## TOWN OF EAST WINDSOR

FIRST SELECTMAN ROBERT MAYNARD

June 6, 2017

To Whom It May Concern;

The East Windsor Board of Selectmen stand resolute in our decision that a referendum for a casino in East Windsor is not necessary or appropriate under our local charter or under powers given to municipalities by the Connecticut General Statutes.

The Board of Selectmen are the duly elected executives for the Town of East Windsor. We have exercised our authority to negotiate and enter into a development agreement with MMCT Ventures.

We have held multiple public hearings on this issue. It has been discussed at meetings of the Board of Selectmen more than a dozen times, with public participation provided for at each meeting.

And, not least, we held a Town Meeting to consider submitting this issue to a referendum and it was soundly rejected by a nearly 2 to 1 margin.

This process has been open and collaborative, and the East Windsor BOS believes that the time has come for a clean, up or down vote on this issue.

Sincerely,

Bob Maynard  
First Selectman

Richard P. Pippin, Jr.  
Deputy First Selectman

Jason E. Bowsza  
Selectman

Steve Dearborn  
Selectman

Dale A. Nelson  
Selectman

Board of Selectmen  
Regular Meeting  
6/6/17

POTENTIAL PROPERTIES FOR SALE					
ADDRESS	UNIQUE ID	M/B/L	ACREAGE	ASSESSMENT	NOTES
EAST ROAD	469500	110 77 022	5.1	7,940	REAR LOT LAND LOCKED ACQUIRED TAX SALE
NORTH MAIN STREET	977502	121 02 001A	0.08	280	ACQUIRED TAX SALE
WINKLER ROAD	2021000	104 24 070	6.55	61,030	ACQUIRED TAX SALE
20 WOOLAM ROAD	2066500	044 34 007	0.61	93,720	ACQUIRED THROUGH FORECLOSURE
WINKLER ROAD	2022000	094 24 066	4.42	57,410	ACQUIRED THROUGH FORECLOSURE
WINDSORVILLE ROAD	1974000	048 65 006	1.4	46,960	
132 WELLS ROAD	1916000	095 24 054	0.52	42,860	LEGAL NON-CONFORMING BLDG LOT
SOUTH MAIN STREET	1616000	71 05 037B	0.97	44,480	S/B PART OF WOLCOTT LANDINGS COMMON AREA BUT DID NOT FOLLOW THROUGH WITH SUBDIVISION (DOUGLAS KING)
NORTH ROAD	1002500	113 17 004	0.04	600	WAS OWNED BY WPCA PUMP STATION BOB WAS CONTACTED BY USA TRASH TO ACQUIRE
MAIN STREET	761500	098 44 058	3.85	44,740	R.O.W TO BB POND ABUTTERS USING LAND KEEP TWO R.O.Ws and divide up with right of access in future - start taxing going forward A-1 AGRICULTURAL/RESIDENTIAL R-1 RESIDENTIAL SINGLE - MULTI FAMILY R-3 Single Family Residential MFDD ARHD Multi-Family Development District Age Restricted Housing District Business

Attachment B  
page 1



Attachment B  
page 2



**REAL ESTATE PURCHASE CONTRACT**  
Greater Hartford Association of REALTORS®, Inc.



When signed by Buyer and Seller this is intended to be a legally binding contract.  
If either party has any questions about any aspect of this transaction, he/she should consult with an attorney  
before signing this Contract.

**1. Parties**

Buyer E&D Moran Realty LLC.  
Name(s)  
990 Hill St., Suffield, CT 06078  
Address  
Seller Town of East Windsor CT  
Name(s)  
11 Rye St., Broad Brook, CT 06016  
Address

**2. Property.** Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, certain real property, known as

20 Woolam Rd  
Number Street  
East Windsor, CT 06088 ("Property").  
Town Zip Code

**3. Fixtures and Personal Property.** Except as stated below, all fixtures located on the Property are included in this sale, and all personal property located on the Property is excluded from this sale.

☐ See Property Inclusions/Exclusions Rider attached. (CHECK IF APPLICABLE)

The following personal property is INCLUDED (NOT APPLICABLE UNLESS FILLED IN):

The following fixtures are EXCLUDED (NOT APPLICABLE UNLESS FILLED IN):

**4 (a), (b), (c), (d) and (e) BELOW ARE NOT APPLICABLE UNLESS FILLED IN**

- 4. Price.** The total purchase price is \$ 10,000.00
- (a) Buyer has made the following deposit with this Contract, to be applied to the total purchase price, subject to collection: 1,000.00
- (b) Buyer will make the following additional deposit by cashier's or certified check on or before \_\_\_\_\_ calendar days after the date that this Real Estate Contract is fully executed, to be applied to the purchase price or closing costs, subject to collection: \_\_\_\_\_
- (c) Seller will take back a purchase money note and mortgage as described in the attached rider: \_\_\_\_\_
- (d) Buyer will assume the existing mortgage on the Property which, at the closing, will not be in default and will have a principal balance of approximately: \_\_\_\_\_
- (e) Buyer will pay the following amount at the closing by cashier's or certified check by obtaining a Bank or institutional Mortgage as described in paragraph 5: \_\_\_\_\_
- (f) Buyer will pay the following balance at the closing by cashier's or certified check: 9,000.00
- (g) **TOTAL (If the total shown in 4(g) exceeds the total purchase price, the excess shall be returned to Buyer at closing.)** \$ 10,000.00

Buyer Initial [Signature] Date 5/9/17 Seller Initial \_\_\_\_\_ Date \_\_\_\_\_

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Marjorie A. Lashley, Broker, P.O. Box 331 Windsor Locks, CT 06096 (Banc) (860) 523-1700 Fax: (860) 523-1509 28 Western Rd.  
David Marjorie Produced with eForm by eForms, 10070 Pittman Mile Road, Detroit, Michigan 48226 www.eforms.com

Attachment B  
page 3

Property Address 20 Woolan Rd  
East Windsor, CT 06088 Real Estate Purchase Contract Page 3 of 5

7. **Closing.** The closing will take place on July 28, 2017 (date) or sooner as mutually agreed by the parties. The closing will be held at the offices of the Buyer's attorney or at such other place as Buyer's mortgage lender may reasonably require.

8. **Possession at Closing; Condition of Property; Risk of Loss.** At the time of closing, possession and occupancy of the improvements and personal property on the Property included in this Contract shall be delivered to Buyer in the condition they were in on the date of this Contract, subject to ordinary wear and use and, except as otherwise agreed by the parties, free of all tenants and occupants. Seller agrees to deliver the Property to Buyer in broom clean condition. Seller agrees (unless the Property is a common interest community and Seller is not responsible for the grounds) to continue to maintain the grounds until closing. Buyer shall have the right to inspect the Property for compliance with this Contract before the closing, upon reasonable notice to Seller. Risk of loss or damage to the Property shall be upon the Seller until the closing.

9. **Other Conditions.** Subject to successful perc test results

10. **Title.** Seller will transfer fee simple title to the Property to Buyer by a Connecticut form of Warranty Deed, (or Connecticut Form of Fiduciary Deed if Seller is an Executor, Administrator, Conservator or Trustee), subject to (a) any and all provisions of any ordinance, municipal regulation, or public or private law; declarations, restrictions, covenants, and easements of record; any state of facts an accurate survey or personal inspection of the Property might reveal; provided that none of the above interfere with the present location of any building now located on the Property, prevent the use of the Property as a residence, or render title to the Property unmarketable; (b) current taxes and municipal assessments; (c) any mortgage which Buyer has agreed to assume under this Contract; and (d) the following additional liens and encumbrances which shall be assumed and paid by Buyer in addition to the purchase price (**NOT APPLICABLE UNLESS FILLED IN**): (sewer and water liens will not be assumed by buyer unless specifically stated below)

11. **Adjustments.** Adjustments for taxes, association fees, rents, water, fire taxes, sewer, interest, fuel, condominium fees, municipal assessments, special assessments, and other charges will be made as of the date of closing in accordance with the custom of the Bar Association for the county or municipality where the Property is located. (See Common Interest Community Rider, if applicable)

12. **Default; Liquidated Damages; Remedies.** If Buyer defaults under this Contract and Seller is not in default, Buyer's deposits shall be paid over to and retained by Seller as liquidated damages and both parties shall be relieved of further liability under this Contract, except to the extent of Buyer's obligations under paragraph 17.

If Seller defaults under this Contract and Buyer is not in default, Buyer shall be entitled to any and all remedies provided by law and equity including, but not limited to, specific performance and recovery of amounts spent for mortgage application, appraisal, title search, and tests or inspections. If a legal action is brought to enforce any provision of the Contract, the prevailing party, including a broker who is made party to such action and who has not significantly contributed to the default, shall be entitled to court costs and attorneys' fees.

13. **Complete Agreement.** This Contract contains the entire agreement between Buyer and Seller concerning this transaction, and supersedes any and all previous written or oral agreements concerning the Property.

14. **Non-assignability.** Buyer shall not assign its rights under this Contract without the written consent of the Seller.

15. **Survival.** This Contract shall be binding upon and inure to the benefit of the respective personal representatives, heirs, successors and assigns of Buyer and Seller.

16. **Equal Housing Rights.** Buyer acknowledges that he/she is aware of his/her right to be shown any home within his/her price range in any area specified by Buyer and which is available to the undersigned REALTOR®.

Buyer Initial [Signature] Date 5/7/17 Seller Initial \_\_\_\_\_ Date \_\_\_\_\_



Attachment B  
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Property Address 20 Woolam Rd  
East Windsor, CT 06088 Real Estate Purchase Contract Page 5 of 5

18. **Riders.** The riders which are checked below and which are attached to the Contract are made part of this Contract. APPLICABLE ONLY IF CHECKED

☐ Attorney Approval ☐ Common Interest Community Rider ☐ Insulation (New Homes only) ☐ Perc/Pit Test  
☐ Purchase Money Note and Mortgage ☐ Sale of Buyer's Residence Contingency (AKA Hubbard)  
☐ Sale of Buyer's Residence Contingency (Under Contract) ☐ As Is ☐ Appraisal ☐ Short Sale Buyer Initial  
☐ Septic/Well ☐ TRID Rider ☒ Other Addendum to Real Estate Purchase Contract

19. (a) **Property Condition Disclosure Report.** To the extent required by P.A. 95-311, Seller shall furnish Buyer with a Residential Property Condition Disclosure Report before Buyer's execution of this Contract or credit Buyer with \$500 toward the purchase price at closing. Seller Initial

(b) **Smoke and Carbon Monoxide Detectors.** In the event the Property is a one or two family residence and Seller fails to provide Buyer at closing with an affidavit concerning smoke and carbon monoxide detectors required by P.A. 13-272, Seller shall credit Buyer with the sum of \$250 at closing unless the transaction is otherwise exempted under subsection (e) of such Act.

20. **Notices to Buyer.** (a) **Lists of Hazardous Waste Sites.** Buyer is notified that the Department of Energy and Environmental Protection is required pursuant to Section 22a-134f of the Connecticut General Statutes to furnish lists of hazardous waste facilities located within the town to the Town Clerk's office. Buyer should refer to these lists and the Department of Environmental Protection for information on environmental questions concerning the Property and the lands surrounding the Property. This paragraph constitutes Seller's notice to Buyer of the availability of such lists, as provided in Section 20-327f of the Connecticut General Statutes.

(b) **Lists of Properties where Shooting Sports Conducted.** Buyer is notified that a list of local properties upon which hunting or shooting sports regularly take place may be available at the Town Clerk's office. This paragraph constitutes Seller's notice to Buyer of the availability of such lists, as provided in Section 20-327g of the Connecticut General Statutes.

(c) **Information Concerning Environmental Matters.** Buyer is notified that information concerning environmental matters on the Property and surrounding properties is available from the federal Environmental Protection Agency, the National Response Center, the Department of Defense and third-party providers.

(d) **Educational Material Concerning Well Water Testing.** If the Property is served by a private well, Buyer is notified that important educational material concerning private well testing is available on the Department of Public Health's web site.

21. **Execution by Electronic Methods.** The parties agree that they may enter into this Contract (including any amendments and riders hereto) via facsimile (fax) machine and/or email. This consent applies only to this transaction, and either party may withdraw such consent by fax or email or in writing, but such withdrawal will not affect the validity or enforceability of this Contract (or any amendments or riders hereto) after it has been entered into. Faxing, and retention of and access to fax records, requires a fax machine or other appropriate fax technology. Email, and retention of and access to email records, requires a computer, internet account and email software.

Buyer elects to use:  
\_\_\_\_ Fax: Fax number is: \_\_\_\_\_  
\_\_\_\_ Email: Email address is: \_\_\_\_\_

Seller elects to use:  
\_\_\_\_ Fax: Fax number is: \_\_\_\_\_  
\_\_\_\_ Email: Email address is: \_\_\_\_\_

If any party changes its email address or fax number it will promptly notify the other party of the new email address and/or fax number.

22. **Broker(s).** Buyer and Seller recognize \_\_\_\_\_ (firm name) and \_\_\_\_\_ (firm name) as the sole broker(s) in this transaction.

When signed by Buyer and Seller this is intended to be a legally binding contract. If either party has any questions about any aspect of this transaction, he/she should consult with an attorney before signing this Contract.

**BUYER**  
[Signature]  
ESD Moran Realty LLC.

**SELLER**  
\_\_\_\_\_  
Town of East Windsor CT

Date: MAY 9, 2017 Date: \_\_\_\_\_

Attachment B  
page 5

**ADDENDUM TO REAL ESTATE PURCHASE CONTRACT**  
**By and between E&D Moran Realty LLC**  
**And**  
**Town of East Windsor**

**THIS ADDENDUM TO REAL ESTATE PURCHASE CONTRACT** (this "Addendum") is made by and between **E&D MORAN REALTY LLC** ("Buyer") and the **TOWN OF EAST WINDSOR** ("Seller") and is made a part of that certain Real Estate Purchase Contract by and between the Buyer and the Seller and dated of even date herewith (the "Contract"). In the event of any inconsistency between the Contract and this Addendum, this Addendum shall control and all other terms and conditions of the Contract shall remain in full force and effect (to the extent not inconsistent with this Addendum). Capitalized words and terms used and not otherwise defined herein shall have the meaning ascribed thereto in the Contract.

Buyer and Seller hereby agree as follows:

1. Section 9 of the Contract is hereby amended and restated as follows:

"9. Other Conditions: During the period beginning upon the date hereof and ending at 5:00 p.m. (local time at the Property) on the sixtieth (60th) day after the date hereof (the "Inspection Period"), Buyer shall have the right to enter the Property and have a percolation test performed on the Property. Buyer may not conduct any other tests (whether invasive or otherwise) without Seller's prior written approval. The percolation test shall be performed by a company(ies) selected by Buyer and at Buyer's sole cost and expense. Buyer agrees to indemnify against and hold Seller harmless from any claim for liabilities, costs, expenses (including reasonable attorneys' fees actually incurred) damages or injuries arising out of or resulting from the inspection or testing of the Property by Buyer or its agents, and notwithstanding anything to the contrary in this Agreement, such obligation to indemnify and hold harmless Seller shall survive Closing or any termination of the Contract. Buyer shall (i) maintain and shall ensure that Buyer's consultants maintain commercial general liability and property damage insurance in the amount of \$1,000,000.00 and in form and substance adequate to insure against all liability of Buyer and its consultants, respectively, and each of its agents, employees or contractors, arising out of their presence on the Property or their inspections or testing of the same; and (ii) obtain all necessary approvals, permits and licenses, will comply with any applicable statute, regulation or ordinance, and will conduct their testing or investigations in a reasonable and workmanlike manner. All inspections and testing shall occur at reasonable times agreed upon by Seller and Buyer."

2. Section 10 of the Contract is amended to reflect that the Seller shall convey title to the Property by means of a Connecticut statutory form Quit-Claim deed.

3. Buyer represents that it is knowledgeable and experienced with respect to real estate such as the Property. Buyer acknowledges that it shall and does accept the Property in an "AS IS", "WHERE IS," AND "WITH ALL FAULTS" condition as of the date of the Contract without any representation or warranty of any manner or type from Seller, expressed or implied,



Attachment B  
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including without limitation any warranties of merchantability, habitability, or fitness for a particular purpose. In particular, Seller makes no representations or warranties regarding the physical or environmental condition of the Property; the economic value, revenues or expenses of the Property; zoning; covenants, conditions, or restrictions; laws, codes, ordinances, regulations and requirements; title condition; or any other matters whatsoever. Seller is not liable or bound in any manner by any oral or written statements, representations, or information pertaining to the Property furnished by Seller, any real estate broker, contractor, agent, employee, servant or other person, unless the same are specifically set forth in the Contract or this Addendum. Buyer acknowledges that the purchase price set forth in the Contract reflects the "As-Is, Where-Is" nature of this transaction and any faults, liabilities, defects or other adverse matters that may be associated with the Property. The provisions of this Section shall survive the Closing.

BUYER:

E&D MORAN REALTY LLC

By: *Chris Moran*

Name:

Its:

Date: 5/26/17

SELLER:

TOWN OF EAST WINDSOR

By: \_\_\_\_\_

Name:

Its:

Date: \_\_\_\_\_



Attachment C  
Page 1

5/28/2017 Melrose Parade 2:30 PM  
Great community pride, this is the shortest parade around but the patriotism is wonderful.

5/29/2017 Memorial Day Parade 10:00 AM  
Due to a rain threat the parade was shortened. We were able to get thru all the events planned for the Veteran's Green.

5/31/2017 Legislative Office Building 11:00 AM  
A group of us were there to support the casino. Rep Chris Davis introduced Bob, Steve and I to the house.

6/03/2017 Relay for Life, Suffield, CT 7:30 AM  
I was there to assist the chair of the survivor's luncheon. We had a 14 year old and a 12 year old who are survivors (along with a 32 year survivor).  
Touchpoints and Abby's Helping Hand 1:00 PM  
Carol Sauerhoefer was contacted by the owner of Touchpoints and wanted to reach out to the community. There was a band, food, raffle prizes and a great project. Many of the residents joined us outdoors for a great time in the sun. Due to the kindness of the attendees we raised over \$700.00 dollars – Thank you for all who support AHH!!

6/05/2017 Warehouse Point Fire District Meeting 7:00 PM  
The mil rate for the WHPFD is 1.3% and has been approved by the board. They are working on quotes for the air conditioning system at station #1 as well as the paving. There was quite a discussion about the concrete pad coming out of the station. Station #2 still has cracks that have to be fixed and a discussion about that AC system was discussed. Under new business there was a discussion about getting one or two more FSM's as sometimes there are only 2 at the station, Chief Barton has reached out to a couple of people who were interested. Chief Barton stated they were down on calls this month. The invoices for physicals came in today about \$1000.00, Engine #1 just required a \$6,600 repair and \$800.00 for a battery charger (1998) and Engine #6 needs new valves about \$6,000 (1990) it was fixed to pass last year but is beyond repair at this time. The new vehicle to replace the Forestry Truck was ordered \$46,874 (there was talk of a skid unit – I do not think it was included in this price). Tonight at 8:15 PM there are 2 commissioners whose terms have expired and will be filled. Tomorrow night at 7:00 PM they will elect officers.

Respectfully submitted,  
Dale Nelson  
EW Selectwoman