#### **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. <u>COMMUNICATIONS</u>

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 Recreations 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 COMMISIONS RESIGNATIONS AND APPOINTMENTS

A. Resignations:

**NONE** 

**B. Reappointments:** 

**NONE** 

#### C. New Appointments:

**NONE** 

#### 10. <u>UNFINISHED BUSINESS</u>

# 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. <u>SELECTMEN COMMENTS AND REPORT</u>

- 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. Section1-200 (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

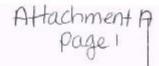
**MOTION** made (Pippin) and SECONDED (Nelson) to authorize the First Selectman to retain Chadwick and Stone, Esq. for the tax appeal matter forth coming as town attorneys have conflict and cannot represent us.

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

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

Respectfully Submitted,

Rebecca D'Amicol, Recording Secretary





# 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 <u>fixed payment</u>, 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 <u>fixed assessment</u>, 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

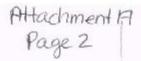
Jason E. Bowszi

Selectman

Dale Nelson Selectman Richard P. Pippin Deputy First Selectman

\$ 7

Steve Dearborn Selectman





# 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

Jason E. Bowsza

Selectman

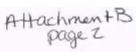
Dale A. Nelson Selectman Richard P. Pippin, Jr. Deputy First Selectman

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Steve Dearbori Selectman

POTENTIAL PROPERTIES FOR SALE

page 1





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



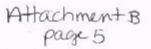
When signed by Buyer and Seller this is intended to be a legally binding contract.

If either party has any questions about any aspect of this transaction, he/she should consult with an attorney before signing this Contract.

	Partie: 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	
ino	Proper	ly. Buyer agrees to purchase from Seller, and Seller agrees to sell	to Buyer, certain real property
	20 Woo	olam Rd	
		Number Street	ASSET CHEMICAL SALES SALES
	1000	Town Rast Windsor , C	T06088 ("Property")
		Town	Zip Code
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				Attachr	nem
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Property Address <u>East Windoor</u> , CT 06088  7. Closing The closing will take place on or sooner as mutually agreed by the parties, such other place as Buyer's mortgage lender	The closis	July ng will be held at ti	28, 2017 ne offices of the	Buyer's attorney	(date
8. Possession at Closing; Condition of Poccupancy of the improvements and persona delivered to Buyer in the condition they were and, except as otherwise agreed by the partition Property to Buyer in broom clean condition. Sand Seller is not responsible for the grounds the right to inspect the Property for complian Seller. Risk of loss or damage to the Property.	Property; if property in on the es, free of seller agre to contin	Risk of Loss. At 1 on the Property in date of this Contra fall tenants and or uses (unless the Pru use to maintain the s Contract before	ncluded in this ( act, subject to o coupants. Seller operly is a com- grounds until o the closing, upo	Contract shall be rdinary wear and r agrees to delive mon interest com losing. Buyer sha	use or the munity
9. Other Conditions. Subject to succ	essful y	pero test resu	ilts	-	e ju
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10. Title. Seller will transfer fee simple title to (or Connecticut Form of Fiduciary Deed II Set to (a) any and all provisions of any ordinance restrictions, covenants, and easements of record the Property might reveal; provided that no now located on the Property, prevent the use unmarketable; (b) current taxes and municipal assume under this Contract; and (d) the follor and paid by Buyer in addition to the purchase liens will not be assumed by buyer unless spi	ller is an E , municipa cord; any me of the of the Pro il assessi wing addit price (No.	Executor, Administal regulation, or pustate of facts an augustate of facts an augustate with the facts are side of the facts; (c) any mortolonal liens and on OT APPLICABLE is	rator, Conserva blic or private la courate survey th the present la nce, or render ti tgage which Bu cumbrances who	ator or Trustee), s aw; declarations, or personal inspe ocation of any builtle to the Proper lyer has agreed to lich shall be assu	subject ection ilding by o imed
<ol> <li>Adjustments. Adjustments for taxes, as condominium fees, municipal assessments, s of closing in accordance with the custom of the Property is located. (See Common Interest C</li> </ol>	pecial as: ne Bar As:	sessments, and ot sociation for the or	her charges will ounty or municip	be made as of t	he date
<ol> <li>Default; Liquidated Damages; Remedi default, Buyer's deposits shall be paid over to shall be relieved of further liability under this paragraph 17.</li> </ol>	and reta	ned by Seller as li	quidated dama	ges and both par	tles
If Seller defaults under this Contract and Buy provided by law and equity including, but not mortgage application, appraisal, title search, provision of the Contract, the prevailing party not significantly contributed to the default, sh	limited to, and tests , including	specific performa or inspections: If a a broker who is n	nce and recove legal action is nade party to st	ery of amounts sp brought to enforcu uch action and wi	ent for ce any
<ol> <li>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.</li> <li>Non-assignability. Buyer shall not assign its rights under this Contract without the written consent of the Seller.</li> </ol>				erning	
				f the	
<ol> <li>Survival. This Contract shall be binding representatives, heirs, successors and assign</li> </ol>			it of the respect	tive personal	
<ol> <li>Equal Housing Rights. Buyer acknowle within his/her price range in any area specific</li> </ol>	dges that d by Buy	he/she is aware o er and which is av	f his/her right to allable to the un	be shown any h ndersigned REAL	ome TOR®.
Buyer Initial Date 5/	7/17	Seller Initial _	*.	Date	
Copyright \$1995 Greater Hartford Association of REA.	TORSS, In	c. All rights reserved.	Revised 9/16.	(GHAR Fo	orm #A-3

20 Woolen Rd	Attachmen				
Strongery Address -	Real Estate Purchase Contract Page 5 of 5				
Property Address East Windsor, CT 06088	Real Estate Purchase Contract Page 5 of				
8. 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 Morlgage ☐ Sale of ☐ TRID Rider ☒ Other ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	Buyer's Residence Contingency (AKA Hubbard)				
<ol> <li>(a) Property Condition Disclosure Report. To Buyer with a Residential Property Condition Disclosure credit Buyer with \$500 toward the purchase price at c</li> </ol>	the extent required by P.A. 95-311, Selier shall furnish re Report before Buyer's execution of this Contract or closing.				
(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 Enerand Environmental Protection is required pursuant to Section 22a-134f of the Connecticut General Statutes furnish lists of hazardous waste facilities located within the town to the Town Clerk's office. Buyer should not these lists and the Department of Environmental Protection Information on environmental questions concerning the Property and the lands surrounding the Property. This paragraph constitutes Seller's notice 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 Tosting. 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					
imendments and riders hereto) via facsimile (fax) ma ransaction, and either party may withdraw such cons not affect the validity or enforceability of this Contract intered into. Faxing, and retention of and access to fa	agree that they may enter into this Contract (including any chine and/or email. This consent applies only to this ent by fax or email or in writing, but such withdrawal will (or any amendments or riders hereto) after it has been ax records, requires a fax machine or other appropriate fax hail records, requires a computer, internet account and				
Buyer elects to use:Fax: Fax number is: Email: Email address is:					
Fmail: Fmail address is:					
Email: Email address is:  Seller elects to use:  Fax: Fax number is:  Email: Email address is:					
Seller elects to use: Fax: Fax number is: Email: Email address is: fany party changes its email address or fax number	it will promptly notify the other party of the new email				
Seller elects to use: Fax: Fax number is: Email: Email address is:	it will promptly notify the other party of the new email (firm name) and				
Seller elects to use:Fax: Fax number is:Email: Email address is: fany party changes its email address or fax number address and/or fax number.  22. Broker(s). Buyer and Seller recognize	it will promptly notify the other party of the new email  (firm name) and  (firm name) as the sole broker(s) in this transaction.  It is a legally binding contract. If either party has any questions				
Seller elects to use: Fax: Fax number is:Email: Email address is: fany party changes its email address or fax number isdress and/or fax number.  22. Broker(s). Buyer and Seller recognize  When signed by Buyer and Seller this is intended to be about any aspect of this transaction, he/she should ox	it will promptly notify the other party of the new email  (firm name) and  (firm name) as the sole broker(s) in this transaction.  The a legally binding contract. If either party has any questions consult with an attorney before signing this Contract.				
Seller elects to use: Fax: Fax number is:Email: Email address is: tany party changes its email address or fax number is address and/or fax number.  22. Broker(s). Buyer and Seller recognize  When signed by Buyer and Seller this is intended to be about any aspect of this transaction, he/she should ox BUXER  BUXER	it will promptly notify the other party of the new email  (firm name) and  (firm name) as the sole broker(s) in this transaction.  It is a legally binding contract. If either party has any questions possible with an attorney before signing this Contract.  SELLER				
Seller elects to use: Fax: Fax number is:Email: Email address is: fany party changes its email address or fax number is address and/or fax number.  22. Broker(s). Buyer and Seller recognize  When signed by Buyer and Seller this is intended to be about any aspect of this transaction, he/she should or BUYER  BUYE	it will promptly notify the other party of the new email  (firm name) and  (firm name) as the sole broker(s) in this transaction.  It is a legally binding contract. If either party has any questions insult with an attorney before signing this Contract.  SELLER  Town of East Windsor CT  Date:  Date:  (GHAR Form #A-5)				

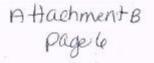


# ADDENDUM TO REAL ESTATE PURCHASE CONTRACT By and between E&D Morun Realty LLC And Town of East Windsor

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:

- 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(ics) 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 setually 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, comployees 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."
- Section 10 of the Contract is amended to reflect that the Seller shall convey title to the Property by means of a Connecticul 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,



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:	SELLER;
E&D MORAN REALTY LLC	TOWN OF EAST WINDSOR
By: One More	By: Name:
Its:	lts:
Date: 5/26/17	Date:

ACTIVE/66372.118/BKIR5CH/6644756v1

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 easino. 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 PI

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 is 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, linging #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—1 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