TOWN OF EAST WINDSOR
BOARD OF SELECTMEN

REGULAR MEETING

Tuesday, September 5, 2017
7:00 p.m.
Town Hall Meeting Room
11 Rye Street, Broad Brook, CT. 06016

REVISED Meeting Minutes
(See ***REVISED Approval Motion***, Calamar
Page 7: NEW BUSINESS/A. Discussion of Calamar Tax Abatement)

****** *Draft Document subject to Board Review/Approval* ******

Board of Selectmen:
Robert Maynard, First Selectman
Richard P. Pippin, Jr., Deputy First Selectman
Jason Bowsza, Selectman
Dale Nelson, Selectman
Steve Dearborn, Selectman

ATTENDANCE: **Board of Selectmen**: Robert Maynard, First Selectman; Richard P. Pippin, Jr., Deputy First Selectman; Jason Bowsza;; Steve Dearborn. (Selectman Dale Nelson absent)

GUESTS: **Department of Public Works**: Len Norton, Director; Joe Sauerhoefer, Operations Manager; **Board of Finance:** Kathy Pippin; **East Windsor School Systems**: Christine DeBarge, Superintendent; **Board of Education**: Cathy Simonelli, Chairman.; **Public:** Paul Anderson, Bob Leach; Bill Loos; Bob Lyke; Sarah Muska; Chuch Riggott; Steve Smith; Rebecca Talamini; Tom Talamini; Keith Yagaloff.

Press: Anthony Branciforte, Journal Inquirer.

TIME AND PLACE OF REGULAR MEETING:

First Seletman Maynard called the Meeting to Order at 7:01 p.m. in the Town Hall Meeting Room, 11 Rye Street, Broad Brook, CT.

TOWN OF EAST WINDSOR
BOARD OF SELECTMEN
Regular Meeting – September 5, 2017
REVISED* MEETING MINUTES - *Draft

PLEDGE OF ALLEGIANCE:

Everyone stood to recite the Pledge of Allegiance.

AGENDA APPROVAL:

MOTION: **To ADD under NEW BUSINESS: Discussion of status of sales of Town owned properties, and also under NEW BUSINESS: Citizen request to power wash his property at the corner of Rye Street and Omelia Road which has suffered dust accumulation due to road construction.**

Maynard moved/Dearborn seconded/
DISCUSSION: Deputy First Selectman Pippin requested addition of discussion of Town owned properties acquired through tax sales; he cited concern for the condition of property at Woolam Road. First Selectman Maynard noted a pending call from the realtor marketing that property; he would like to add this discussion to the next meeting agenda so he can advise the Board of the results of that call. The Board agreed to add the discussion of the citizen complaint to this agenda as Item F. under NEW BUSINESS.

VOTE: **Unanimous (Maynard/Pippin/Bowsza/Dearborn)**
(No one opposed/No Abstentions)

ATTENDANCE: See page 1.

PARLIAMENTARY PROCEDURES:

First Selectman Maynard reminded everyone not to interrupt people who have the floor, and to identify themselves prior to public participation.

APPROVAL OF MEETING MINUTES/A. August 15, 2017 Regular Meeting Minutes:

MOTION: **To APPROVE the Minutes of the Board of Selectmen's Regular Meeting dated August 15, 2017, with the following amendment:**
Page 14, NEW BUSINESS, Item D. Casino: MOTION: To AMEND Section 1, in line 3, to "Town's utilization of the $3,000,000.00 upfront payment and subsequent annual impact funds….." VOTE: In Favor:
***MAYNARD/*Pippin/Bowsza/Nelson, Opposed: ~~Maynard~~/Dearborn**

Pippin moved/Dearborn seconded/*DISCUSSION:* Nothing additional
VOTE: **In Favor:** **Unanimous (Maynard/Pippin/Bowsza/Dearborn)**
(No one opposed/No Abstentions)

COMMUNICATIONS:

- **CCM Convention, November 28 – 29, 2017:**

  First Selectman Maynard reported this convention provides good information regarding municipalities; he recommends that Board and Commission members consider attending. Contact Amanda regarding signing up.

- **Reminder: September 9th,** free light bulb exchange, at Town Hall, 10:00 a.m. to 2:00 p.m.

PUBLIC PARTICIPATION:

Paul Anderson: Mr. Anderson submitted a photo of the current condition of the driveway to the Broad Brook Library *(See Attachment A)*. Mr. Anderson has requested Len Norton, Director of the Department of Public Works, to look at the library driveway to see if Town staff can fix the apron while they're paving Church Street.

Mr. Anderson also offered the Board a newspaper article regarding an interesting approach to lawn maintenance in relation to a blight ordinance in the Town of New London. *(See Attachment B)*. The homeowner has gone the natural route with her lawn, while some of her neighbors consider the growth an eyesore. Mr. Anderson offered the article to Town staff as they research information for a local ordinance.

BOARDS AND COMMISSIONS RESIGNATIONS AND APPOINTMENTS/A.
Resignations: Planning and Zoning Commission, Tim Moore (U), alternate member:

MOTION: To ACCEPT the resignation of Tim Moore as an alternate for the Planning and Zoning Commission as he has moved up to a regular member.

Pippin moved/Bowsza/*DISCUSSION:* None
VOTE: In Favor: Unanimous (Maynard/Pippin/Bowsza/Dearborn)
(No one opposed/No Abstentions)

BOARDS AND COMMISSIONS RESIGNATIONS AND APPOINTMENTS/B
Reappointments: None.

BOARDS AND COMMISSIONS RESIGNATIONS AND APPOINTMENTS/C. New
Appointments: None.

UNFINISHED BUSINESS/A. Casino:

First Selectman Maynard noted receipt of letter dated September 5th from Town Attorney Joshua Hawks-Ladd *(See Attachment C)* regarding his opinion as to the ability to amend the Casino Impact Mitigation Fund Ordinance at Town Meeting; his conclusion is that we can. First Selectman Maynard noted this is a change from what's been consistently done – to advertise the

motion verbatim. The Town Attorney has emphatically said that the Town Meeting is a legislative body and as long as we follow Robert's Rules we're ok. First Selectman Maynard notified the audience that we have a major (Town) Meeting on September 19th on the ordinance of how the funds for the $3 million annual payment will be handled. So, at that meeting, according to Town Attorney Joshua Hawks-Ladd, we can amend that ordinance any way we choose. That meeting will be held at the Broad Brook Elementary School, after the inception of the Board of Selectmen's Meeting at the Town Hall.

First Selectman Maynard suggested this evening is the last opportunity for the Board to consider amendments, or rescind the Casino Mitigation Fund Ordinance.

MOTION: To RESCIND the East Windsor Casino Impact Mitigation Fund Ordinance approved at the last Selectmen's Meeting.

Dearborn moved/Maynard seconded/
DISCUSSION: Deputy First Selectman Pippin suggested that the ordinance was put forth to follow the written agreement with the Tribal nations and the Town for the $3 million and the subsequent $5 ½ million that will go into the General Fund, and it's spelled out to mitigate public safety, schools, wherever it's needed, so the taxpayers of this Town don't fund those costs out of the General Fund tax money. It's not tax revenue. Deputy First Selectman Pippin suggested that if you look at the written contract that we signed this is a complete abeyance of that. Deputy First Selectman Pippin cited concern that the money will be spent on other things for special interest groups. The money was designated for specific purposes, not to cut taxes; we need to follow this.

Selectman Dearborn felt MMCT told the Town it could spend the money any way it wanted to. He questioned why hire public safety people if you don't even know if there will be problems? Selectman Dearborn gave an example that his truck might blow up 12 months from now; he better go buy a new one today. That's what this is like. Your refrigerator might break down next year; you're going to buy one tomorrow? He suggested the casino is a business; they have their own security people. They'll call the Police if there is a problem and they'll show up as they do for other businesses. Selectman Dearborn questioned why pay over $2 million for public safety if we don't know if we need to; he suggested waiting to see, if we need them we'll hire them. Selectman Dearborn felt the Board was jumping the gun; he felt the unions are drooling over this.

Deputy First Selectman Pippin indicated he hadn't heard anyone say they were hiring any Police officers or anything else at this point. We're strictly reserving this money so it's available without going into the General Fund and shorting the Town on the rest of the things. Deputy First Selectman Pippin indicated the Town hasn't committed to hiring one police officer at this point; we don't even have a formal request for what we need. And, number two, Deputy First Selectman Pippin suggested the security at the casino will be nothing more than you have at Southern Auto or any other business in Town. That's all they are; rent-a-cops, they have no legal authority; it's not Tribal land. Deputy First Selectman Pippin suggested to Selectman

Dearborn that if he thought you're going to have a casino in Town and not hire at least one more cop per shift you're sadly mistaken. Deputy First Selectman Pippin suggested it's going to happen; the traffic will be there, the need will be there, he doesn't know when but if you don't have the money where do you think you're going to find it? Deputy First Selectman Pippin suggested there's going to be $5 ½ million for tax decreases; that should do pretty damn good.

Selectman Dearborn also opposed the money going into a lockbox and accumulating. Selectman Dearborn indicated that from what he understood from the last meeting that money will just sit there and get more and more. He questioned what good is that going to do the Town; we can us that money. Selectman Dearborn doesn't want to see it in a lockbox where we can't use it to help the people out and do the things we need to do.

First Selectman Maynard indicated he has a couple of comments. He cited the Development Agreement with MMCT is a 20 page document in which the word "mitigation" is mentioned only once. First Selectman Maynard read an excerpt from the document: "Expansion of Gaming Floor: In the event the Company more than doubles the square footage as constituted at the opening used for commercial casino gaming at the casino facility the Company and the Town agree to assess whether any additional community impacts are created by such gaming floor expansion. If such additional impacts are found the Company and the Town agree to review the annual payment owed under Section 1B, and to negotiate in good faith the additional payments, if any, necessary to mitigate any such additional impacts." He then referenced the Casino Impact Mitigation Fund Ordinance which the Town will vote on in two weeks, noting the word "mitigate" is mentioned 19 times within a 1 ½ page document. First Selectman Maynard suggested people are saying the reason we have this is because of the Development Agreement that mitigates the impact of the casino. He suggested he has no problem using the word "impact" but he does have a problem with the word "mitigate"; he felt that denotes that the casino is a bad thing. First Selectman Maynard thinks the impact on the Town can be a very positive thing.

Secondly, First Selectman Maynard referenced Selectman Bowsza's comments from the previous minutes "that it's the best he could put together by reaching out to the people whose opinions he solicited." First Selectman Maynard felt that to have an ordinance without soliciting the opinion of the Town Treasurer who knows how to handle the funds of the Town….; he also suggested including the Chairman of the Board of Education, the Superintendent of the Schools, and the Planning and Zoning Commission. First Selectman Maynard suggested he felt the Board can do a better job by reaching out to other people in addition to the people who were reached out to. First Selectman Maynard suggested putting together a meeting including these additional people. Discussion followed regarding timing of that meeting vs. the delay in proposing an ordinance over the past several months. First Selectman Maynard suggested additional discussion; He noted that there is a possibility that when we go to Town Meeting on September 19th that this ordinance will be voted down; Selectman Bowsza concurred, noting that's majority rule. First Selectman Maynard suggested he felt the Board can come up with an ordinance that everyone agrees on; there would be less of a chance that the ordinance will be defeated which would delay the process even further.

Deputy First Selectman Pippin suggested First Selectman Maynard was right, but….the only thing the ordinance is doing is putting the money aside where it's safe for all these people to come in with their needs and get payment. The only thing we're doing is putting the money aside for this purpose; this is strictly putting the money aside safely so we can fund these things. And, questioning Selectman Bowsza, Deputy First Selectman Pippin asked that in this ordinance doesn't it also say if the money isn't used it can be used for other things, CIP in the Town and ….. Selectman Bowsza clarified that the money can be used for CIP and infrastructure. Deputy First Selectman Pippin indicated that was what First Selectman Maynard had said he wanted to preserve, the infrastructure; it's in there. Deputy First Selectman Pippin reiterated that the money needs to be set aside so it's available for these projects, whatever they may be. He suggested maybe we won't hire any cops; if we don't need them, fine. The money is going to sit there and be used for fixing roads, buildings, whatever needs to be done but the money needs to be set aside and preserved, and not mixed into the General budget where it will disappear.

Selectman Dearborn recalled that whenever the schools come in, the Police, the departments come in, and have asked for money and they've made a case and shown that they need it we've always given it to them. If that money goes into the General Fund and he comes in and says we've had problems and we need two more officers, if it's a problem, and we approve it. The same with the schools, they ask for money and we usually give it to them if it's a legitimate need. Selectman Dearborn suggested he doesn't like the fact that the money will be sitting in this area and we can't touch it. It's the way the Town is run; the money is approved by the Board of Selectmen and then goes to the Finance Board; there are checks and balances. Selectman Dearborn reiterated he didn't like that the money would be sitting in a lockbox.

First Selectman Maynard agreed with Deputy First Selectman Pippin; the $3 million should be put in a separate fund. He noted the Treasurer had said the money should be put into a Casino Special Revenue Fund. He didn't like that the ordinance specified that the money be managed by one person; he also didn't like that the money would be put into a lockbox. Selectman Bowsza suggested the money is going into a Non-Lapsing Revolving Fund; the ordinance doesn't actually say "lockbox". Deputy First Selectman Pippin agreed that everything that Selectman Dearborn's brought up is legitimate but he still felt the money needs to go into a Special Fund. Selectman Dearborn considered the concept of holding money in a Special Fund if it doesn't keep building up; he suggested retaining $2 million in the Special Fund and transferring anything over that amount in the General Fund. First Selectman Maynard felt the retention amount should be somewhat higher, perhaps $5 million. Selectman Pippin continued to oppose the use of the General Fund; he suggested it should go for specific purposes, like Capital Improvements, which has been shorted for the last 10 years. Deputy First Selectman Pippin cited examples of school repairs which cost higher in the long run because of short funding . Selectman Dearborn cited he didn't like the way the ordinance was thrown at the Board;

Hearing no other requests for discussion First Selectman Maynard called for a vote on the motion.

VOTE:	**In Favor:**	**Maynard/Dearborn**
	Opposed:	**Bowsza/Pippin**
	Abstained:	**No one**

The motion failed due to a tie vote.

UNFINISHED BUSINESS/B. East Windsor's 250th Anniversary Commission Report:

Rebecca Talamini, Chairman of the 250th Anniversary Committee, joined the Board. She reported on the following:

- Representatives will have a table at all 4 days of the 4-Town Fair.
- The book – East Windsor – is availbale at the Broad Brook Library, the Warehouse Point Library, and the Town Hall; she has copies with her this evening.
- Representatives will be available at the Rotary Wine Tasting at the Second Chance Farm October 7th.

UNFINISHED BUSINESS/C. Broad Brook Mill Remediation:

First Selectman Maynard noted receipt of a status report from AECOM *(See Attachment D)*

NEW BUSINESS/A. Discussion of Calamar Tax Abatement:

First Selectman Maynard referenced a Fixed Assessment Agreement between the Town of East Windsor and RM18Holdings, LLC (successor to Calamar) regarding a tax incentive as specified under the previously approved ordinance. First Selectman Maynard indicated the agreement was created by Town Attorney Joshua Hawks-Ladd, and reviewed and agreed to by attorneys for both sides.

Hearing no request for discussion, he called for a motion.

***REVISED* MOTION:** **To APPROVE ~~as presented~~ the Fixed Assessment Agreement between the Town of East Windsor and RM18Holdings, LLC ~~as successor in interest to Calamar, Inc., and to move to Town Meeting.~~ *of Delaware, a Limited Liability Company, and authorize the First Selevtman to sign the agreement*~~.~~**

Bowsza moved/Pippin seconded/
DISCUSSION: First Selectman Maynard reported the Fixed Assessment Agreement has been reviewed by both the Town Attorney and an attorney for Calamar/RM18Holdings, LLC; both attorneys are ok with the agreement as written.

VOTE:	**In Favor:**	**Maynard/Pippin/Bowsza/Dearborn**
	(No one opposed/No abstentions)	

(See Attachment E, approved Fixed Assessment Agreement)

NEW BUSINESS/B. Discussion of BMX Skate Park:

First Selectman Maynard reported he received a complaint from the neighbors across from the skate park; the trash can blows over and the person who mows the grass cuts up the trash which then blows into their yard. DPW Director Norton has agreed to install a more substantial trash can. DPW Director Norton reported the new trash can has already been installed.

First Selectman Maynard also noted the recent obituary of Tom Koumanidis, who is the son of Brenda Crockett. He noted that both Mrs. Crocket and Mr. Koumanidis were instrumental in creating the skate park; perhaps the park could be dedicated to Mr. Koumanidis.

NEW BUSINESS/C. Discussion of Small Cities Grant Program Income:

First Selectman Maynard noted receipt of letter dated August 30, 2017 from Laurence Wagner, who manages grants for the Town (*See Attachment F).* Mr. Wagner has advised the Town that a Small Cities Grant Fund was created in 1996 to assist East Windsor homeowners to acquire loans to rehabilitate homes. At present requests for funding through this program/fund have been minimal. Mr. Wagner has noted these funds, if unused, could be subject to return to the State due to the current State budget situation. The fund currently carries a balance of approximately $52,000.

First Selectman Manyard noted discussion has occurred regarding possible uses for these funds. The current recommendation is to give these funds to Park Hill to fund renovation of showers to meet ADA compliance. Mr. Wagner's letter outlines the procedure for transfer of those funds to Park Hill.

MOTION: **To MOVE FORWARD with the publication notice as required on the excess balance of the Small Cities Grant and assist Park Hill with rehabilitation of showers.**

Pippin moved/Dearborn seconded/ ***DISCUSSION:*** Selectman Bowsza questioned if there were any restrictions regarding the use of these funds? First Selectman Maynard indicated the funds must be used for low income persons or households.

VOTE: **In Favor: Maynard/Pippin/Bowsza/Dearborn**
(No one opposed/No abstentions)

NEW BUSINESS/D. Review and Approval of Absenteeism and Adverse Weather Conditions Policies:

First Selectman Maynard recalled that the Board had intended to review employee policies for approval by the Board. Human Services Representative Schroll has submitted two for review this evening: 1) Absenteeism (*See Attachment* G), and 2) Adverse Weather Conditions *(See Attachment H).*

MOTION: **To APPROVE the Absenteeism Policy as submitted to the Board of Selectmen.**

Pippin moved/Dearborn seconded/*DISCUSSION:* None.
VOTE: **In Favor: Maynard/Pippin/Bowsza/Dearborn**
(No one opposed/No abstentions)

MOTION: **To APPROVE the Adverse Weather Conditions Policies as presented to the Board of Selectmen.**

Pippin moved/Dearborn seconded/
DISCUSSION: Selectman Dearborn questioned how the policy is implemented? First Selectman Maynard indicated non-essential employees can choose to use personal time, compensatory time, or work from home rather than drive to work during inclement weather. Selectman Dearborn felt anyone should be able to drive through 3 inches of snow to get to work. Department of Public Works Supervisor Norton suggested if there is 3 inches of snow East Windsor's roads would be black.

Selectman Pippin requested to amend both motions to include the language "Approve and ADOPT"; Selectman Dearborn agreed to the amendments.

VOTE on ORIGINAL MOTION:
In Favor: **Unanimous (Maynard/Pippin/Bowsza/Dearborn)/**
No one opposed/No Abstentions:

AMENDED MOTIONS:
To APPROVE *and ADOPT* the Absenteeism Policy as submitted to the Board of Selectmen.

Pippin moved/Dearborn seconded/*DISCUSSION:* Nothing additional
VOTE: **In Favor: Maynard/Pippin/Bowsza/Dearborn**
(No one opposed/No abstentions)

MOTION: **To APPROVE *and ADOPT* the Adverse Weather Conditions Policies as presented to the Board of Selectmen.**

Pippin moved/Dearborn seconded/*DISCUSSION:* Nothing additional
VOTE: **In Favor: Maynard/Pippin/Bowsza/Dearborn**
(No one opposed/No abstentions)

NEW BUSINESS/E. Approval of Tax Refunds:

MOTION: **To APPROVE Tax Refunds in the amount of $1,888.63 as presented to the Board of Selectmen in list dated 8/30/2017.**

Pippin moved/Dearborn seconded/*DISCUSSION:* None.
VOTE: In Favor: Maynard/Pippin/Bowsza/Dearborn

(No one opposed/No abstentions)

(See Attachment I)

NEW BUSINESS/F. Discussion of resident request for Town to power wash his home at the corner of Rye Street and Omelia Road due to the accumulation of dust caused by road improvements:

Selectman Dearborn requested input from DPW Director Norton. DPW Director Norton suggested if we agree to wash this resident's home then we would have to do the same for all residents. He questioned if the Board is aware of how many miles of roads, and associated homes, are affected by the ongoing road improvements?

MOTION: DON'T wash anyone's houses where roads are under reconstruction.

Dearborn moved/Maynard seconded/*DISCUSSION:* None.
VOTE: In Favor: Maynard/Pippin/Dearborn
Opposed: Bowsza
Abstained: No one

SELECTMEN COMMENTS AND REPORTS/A. Richard Pippin, Jr.:

Deputy First Selectman Pippin reported on the following:

- The windows for the Broad Brook School are done; they look nice. They are still having issues with the floors and sidewalks at the Broad Brook School. They voted to request that a letter be written to the general contractor to put him on notice that the workmanship is unsatisfactory.
- The decking replacement for the Middle School Roof went on; kids started school today.

SELECTMEN COMMENTS AND REPORTS/D. Steve Dearborn:

Selectman Dearborn had nothing to report.

SELECTMEN COMMENTS AND REPORTS/B. Jason E. Bowsza:

Selectman Bowsza reported he attended the groundbreaking for the Veterans Memorial. He offered his sincere appreciation to members of the Commission, and especially Jim Barton, who worked hard on this project. He suggested we would be remiss to not thank Larry Tribble and Toyota for their generous donations.

SELECTMEN COMMENTS AND REPORTS/E. Robert Maynard:

First Selectman Maynard reported he attended the groundbreaking for the Veterans Memorial as well. He, too, thanked Larry Tribble and Toyota for their generous donations.

First Selectman Maynard also presented the Board with a sample of the plaque the Board has agreed to give to Larry Tribble for the 70 year business relationship of Southern Auto. Auction Services and his contributions to the community. *(See Attachment J)*

SELECTMEN COMMENTS AND REPORTS/C. Dale A. Nelson

Selectman Nelson was absent this evening; please *see Attachment K* for her report.

Selectman Dearborn noted he saw in Selectman Nelson's report that she attended the monthly meeting of the Warehouse Point Fire District. He noted they discussed three options - one is to open talks with the Town to get back into the budget. Selectman Dearborn suggested this is a good thing; then everyone would be taxed equally.

PUBILC PARTICIPATION (Another opportunity for the public to make comments:

Keith Yagaloff, 125 Depot Street: Mr. Yagaloff appreciated the good discussion earlier regarding the ordinance. He indicated he had two comments. Mr. Yagaloff referenced the legal opinion that modifications can be made during a Town Meeting. Mr. Yagaloff indicated he understood Robert's Rules but he suggested the Town has a procedure, and that's that the Board votes for an ordinance which goes to Town Meeting, and we, the voters, get Notice of what's going to be at the Town Meeting. Mr. Yagaloff indicated that another mechanism is we can petition for a Town Meeting. But what happens if you vote for an ordinance or we petition for an ordinance, and it's a minor ordinance and everyone gets Notice but no one shows up because they aren't concerned and someone comes in and changes the ordinance for a totally different purpose. And no one got Notice. Mr. Yagaloff suggested the Board go back to the Town Attorney and ask him to consider the difference between a Notice for an Ordinance and modifying that ordinance, and what can be done. Mr. Yagaloff suggested his experience is you generally can, for an ordinance, make reasonable modifications that don't undermine the Notice requirements, but just to say that anyone can change an ordinance is bad for all of us at Town Meeting.

Also, regarding the ordinance, you had great discussion about a lockbox vs. a Special Revenue Fund vs a Non-Lapsing Fund referenced by Jason, and it was subject to debate about what's best for that money and if it should go in the General Fund and what the cap should be. The problem is the ordinance doesn't stop there; Mr. Yagaloff has a problem with that. Mr. Yagaloff suggested the Town Attorney needs to tell us that it's legal on its face. Not only does the ordinance say the money doesn't go into the General Revenue – which Mr. Yagaloff didn't have a problem with, he liked the Special Revenue Fund – but this ordinance appears to take it out of the budget. This takes it out of oversight of the Board of Selectmen and the ordinance says that the Board of Finance can ask for an annual audit as to the budget which is created by this third party. Mr. Yagaloff questioned who will do the hiring and firing, who will sign the contracts,

who is going to manage this money? The only thing this ordinance says is that we have, the Town taxpayers, by way of oversight, is to get an audit if the Board of Finance decides to do so . So the ordinance should say that the money is subject to approval by the Town Meeting annually. Mr. Yagaloff suggested the Special Revenue Fund is fine for him, but there has to be a Town Meeting for any fund. Who will provide the oversight? Why would the voters, why would the Town Meeting, this legislative body, give up the right to be able to have a voice over the $3 million a year in money? Mr. Yagaloff questioned why anyone would ask us to do that; that's what he doesn't understand about the ordinance. Mr. Yagaloff suggested he heard comments tonight about this being a Special Revenue Fund or a lockbox; he suggested that's not what this ordinance says as he reads it. Mr. Yagaloff suggested that maybe the ordinance needs to be fixed so it's clear to everyone that it's going to be part of the budget under a Special Revenue Fund and that we get to vote on it and approve on an annual basis. As this stands this is something he has never seen before. This takes $3 million a year out of the hands of the Board of Selectmen, the Board of Finance, and most importantly, out of the Town Meeting. You're taking the money away from the legislative body and he questions why anyone would ask us to do that? He is not going to support this the way it is right now because of that factor. Why would anyone give their checkbook over to some else and say manage it for me; it's like putting it in a trust and saying goodbye, tell me how we do every year but I don't get to have any say over that.

Mr. Yagaloff suggested this was food for thought, and if the Board could have that discussion the next time you meet maybe we could have a better ordinance.

Bob Lyke, Rye Street: Mr. Lyke wanted to continue with the comments made by the gentleman from Depot Street. Mr. Lyke suggested that everything about the ordinance and the way it was created seems unethical, and the total lack of communication with the different officers of the boards and commissions in this town..... The Town Attorney said if you want to amend the ordinance that can be done. Mr. Lyke reported he didn't want to be the moderator on the 19th at that Town Meeting; it could really get crazy because we haven't communicated. He suggested he would forego his usual soapbox about a full-time qualified Director of Finance, Town Manager and Economic Development person, but, he would suggest something that can be done. The Town Meeting, out of all the things he wants for this to be a professionally operated $40 million town are still dependent on keeping the legislative body with the Town Meeting. The Town Meeting can approve this ordinance but a referendum can rescind this ordinance, and you can amend the ordinance in a couple of weeks on that Tuesday night. And regardless of where the fund goes, a lockbox or anything else, it still goes through the process that the charter provides for presently – the Board of Selectmen, the Board of Finance, and the Town Meeting. And anything over $20,000 comes back to Town Meeting anyway so ..... let's start communicating, people.

In a more positive mode Mr. Lyke wanted to note that the way the town comes together and it's not separated by a political line or party or the Scantic River – he wanted to commend everyone involved in this Veterans Memorial Foundation, and the funds have been raised. Kudos to all

the people that have donated and the local businesses and the people in town that bought the pavers. Mr. Lyke suggested there are a couple of unsung heroes in this process. One is the American Legion Post 40; they are partners with the Veterans Commission and they have done a tremendous amount of fundraising. The best thing that happened to the town was the dinner dance at LaNotte's in October. There was good food, good wine, dancing and socializing but no politics. And also kudos for the reception held by Nick and his sons at Maine Fish; it was a nice spread, good wine, very congenial. Mr. Lyke felt that's the way things should run in this town all the time.

Cathy Simonelli, 70 Depot Street: During discussion of the ordinance a comment was made that if your truck isn't broken today you don't buy a truck today – that may be true but if you think it might break in a year you put money in a savings account so that when it breaks you can afford to replace it. That's how she sees that money going into the ordinance; it's our savings account. It's there so if, over time, additional students come into the schools who need additional help we can cover those costs if we end up needing more teachers. If there is trouble at the casino and we need more police officers – she thought she heard previously we need full-time officers in the casino - that we had to physically have a presence in the casino, but perhaps that's changed,– she sees that as an absolute need for the Town to cover. And it takes a year to get Police officers trained and into uniform so we can't wait for bad things to happen and then react to them. You're way behind the 8-ball already.

Deputy First Selectman Pippin: congratulated First Selectman Maynard for making the point about following the procedures for the expenditures. He feels the charter addresses the issue that both First Selectman Maynard and Keith (Yagaloff) brought up – the ordinance won't supersede the charter; the charter supersedes the ordinance – which means that the expenditures, after they go through this person who will prioritize them, it still has to go to the Board of Selectmen, the Board of Finance, and the Town Meeting for anything over $20,000. Bob Lyke clarified that the charter can't supersede the Statutes. Deputy First Selectman Pippin concurred; it goes Statutes, charter, ordinance so he felt the checks and balances are in place by charter. We can't just be throwing money away; if it did he wouldn't be for it.

Bill Loos, Melrose Road: wanted to comment about cleaning up the center of town. When the Broad Brook Company was in business they took care of all the conditions around the Broad Brook Pond; they mowed the grass, kept the weeds down, cleaned it up. If you go to the Broad Brook Post Office there are weeds growing up along the fence and papers and dirt along the fences. It's a mess and that's the center of this part of town. Mr. Loos feels if the Town owns a property around the pond the Town should clean it up. Mr. Loose suggested that when people come to the Post Office there are weeds growing up in front of it. Mr. Loos felt that at one time the Garden Club did it but if they don't want to the Town should go in and clean it up. Mr. Lyke suggested the flagpole is disgraceful. Mr. Loos suggested the whole center of town is disgraceful.

SIGNATURES FOR APPROVAL OF CHECK REGISTERS:

The Selectmen signed check registers presented to them.

EXECUTIVE SESSION/Pursuant to C.G.S Section 1-210 (b) (1) negotiations and Employment:

MOTION: To GO INTO EXECUTIVE SESSION Pursuant to C.G.S Section 1-210 (b) (1) negotiations and Employment after a 5 minute break. (*Executive Session actually entered into at 8:21 p.m.*) Attending the Executive Session were: First Selectman Maynard, Deputy First Selectman Pippin, Selectman

Bowsza, Selectman Dearborn, Department of Public Works Director Norton, and Operations Manager Sauerhoefer.

Pippin moved/Dearborn seconded/
VOTE: In Favor: Maynard/Pippin/Bowsza/Dearborn
(No one opposed/No abstentions)

The Board RECESSED at 8:11 p.m. The Recording Secretary left the Meeting.

The Recording Secretary was subsequently advised of the following:

The Board of Selectmen **CAME OUT OF EXECUTIVE SESSION Pursuant to C.G. S. Section 1-280 (b) (1) at 8:22 p.m.**

No action was taken.

The Board of Selectmen then **ENTERED INTO EXECUTIVE SESSION at 8:23 p.m. Attending the Executive Session were: First Selectman Maynard, Deputy First Selectman Pippin, Selectman Bowsza, Selectman Dearborn, Department of Public Works Director Norton, and Operations Manager Sauerhoefer, and Victoria Kuhns.**

The Board of Selectmen **CAME OUT OF THE SECOND EXECUTIVE SESSION at 9:25 p.m.**

No action was taken.

ADJOURNMENT:

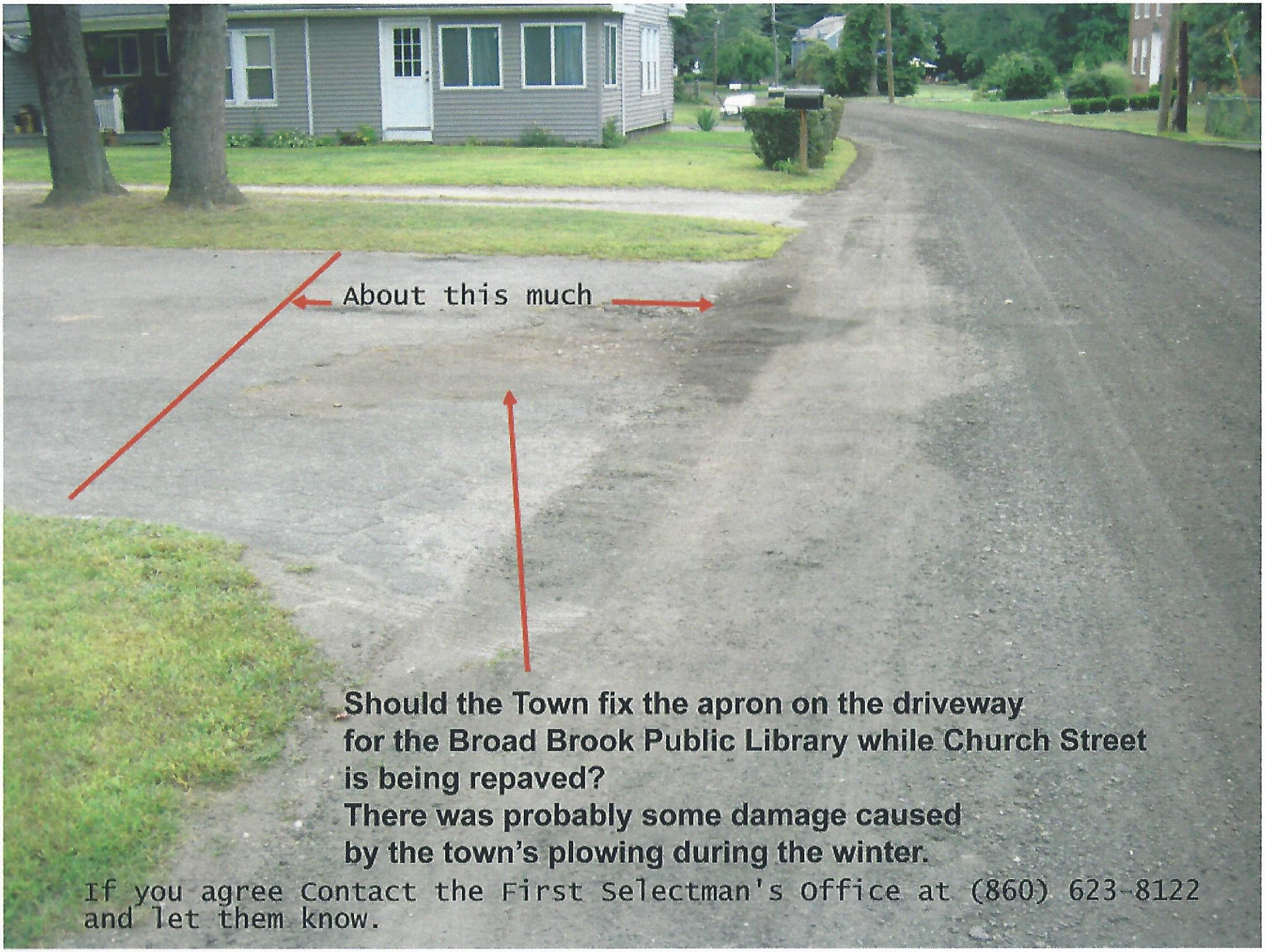
MOTION: To ADJOURN this Meeting at 9:27 p.m.

Pippin moved/Dearborn seconded/*DISCUSSION*: None
VOTE: In Favor: Maynard/Pippin/Bowsza/Dearborn
(No one opposed/No abstentions)

TOWN OF EAST WINDSOR
BOARD OF SELECTMEN
Regular Meeting – September 5, 2017
REVISED **MEETING MINUTES -** ***Draft***

Respectfully submitted

Peg Hoffman, Substitute Recording Secretary, East Windsor Board of Selectmen



BRS 9/5/2017 Attachment A

20170831-Driveway-4.jpg

New London woman fights order to cut back her yard's growth

By Michael Melia
Associated Press

NEW LONDON — Maggie Redfern sees her all-natural front yard as a rebuke to the chemical-soaked, manicured lawns of suburban America.

But to some of her neighbors in New London, it's an eyesore.

Ordered by the city's blight officer to cut back overgrowth, Redfern is challenging local ordinances in a case that has rallied like-minded conservationists.

At a city hearing on her appeal this week, her supporters held signs that read: "Hell no we won't mow."

"I think this is a growing movement that a lot of people are becoming aware of," Redfern said in an interview Wednesday. "My hope is we can spread the word to encourage other people to help the environment."

The issue was professional for her until it became personal.

Redfern, an assistant director at the Connecticut College arboretum, organizes an annual conference there on the Smaller American Lawns Today movement. The campaign was launched in the 1990s by a college botany professor to help restore lawns to more natural landscapes.

The front yard of the home where Redfern has lived for nearly two years is filled mainly by fescue grass along with trees, shrubs, and a pollinator garden. She said she doesn't let just anything grow and regularly removes noxious weeds, including mugwort and bittersweet.

She said she thinks her yard looks good compared to other lawns and that it's better ecologically.

"With what we have learned about the natural world there is really a good case for not using fossil fuels and pesticides and clean drinking water to have a short lawn," she said.

Redfern's property came under city scrutiny after a next-door neighbor complained about the height of the hedges at the property line. Kenyon Haye, New London's blight inspector, listened to her explanations for keeping the yard the way she did, but ultimately issued a letter directing that all plant overgrowth be cut back to 10 inches. The city code leaves exceptions for cultivated flowers.

BNS - 9/5/2017 - Attachment B

BOS- 9/5/2017- Attachment C
3 pages

PULLMAN
&COMLEY LLC
ATTORNEYS

Joshua A. Hawks-Ladds
90 State House Square
Hartford, CT 06103-3702
p 860 541 3306
f 860 424 4370
jhawks-ladds@pullcom.com
www.pullcom.com

September 5, 2017

Board of Selectmen, Town of East Windsor
Attn: First Selectman Robert Maynard
Town of East Windsor
11 Rye Street
P.O. Box 389
Broad Brook, CT 06016

Re: Special Town Meeting's Power to Amend Proposed Ordinances

First Selectman Robert Maynard:

I am writing in response to your request for a legal opinion addressing whether a Town Meeting has the authority to amend the text of a recommended ordinance sent to the Town Meeting by the Board of Selectmen, as opposed to simply having the power to pass or reject the proposed ordinance.

For the reasons explained more fully herein, it is my legal opinion that a special Town Meeting does have the authority to amend ordinances proposed to it by the Board of Selectmen. In short, Section 10-1(A) of the East Windsor Town Charter vests the Town Meeting with the legislative powers of the Town, and in the absence of any Charter provisions to the contrary, such authority must be construed as vesting the Town Meeting with the legislative power to amend proposed ordinances and not merely to enact or repeal them.

I. Background

A municipality may designate any one of several municipal bodies (or a combination thereof) as its legislative body. Conn. Gen. Stat. § 7-193. Here, The Town through its Charter (Section 10-1(A)) unambiguously designated the Town Meeting as East Windsor's exclusive legislative body. Section 10-1(A) provides that "[t]he legislative power of the Town shall be vested in the Town Meeting, with all powers conferred by (Connecticut statutes) and by this Charter."

Additionally, Section 10-8 enumerates actions requiring a Town Meeting and provides in subsection (G) that **"The Town Meeting shall have the sole power to enact and repeal ordinances** consistent with this Charter and (Connecticut statutes)."

While the Charter gives the Board of Selectmen a role with respect to the adoption of ordinances, by its terms the Charter does not designate the Board of Selectmen as the Town's legislative body. To this end, while Section 4-2(C) of the Charter provides that the Board of Selectmen "may recommend to special Town meetings the adoption or repeal of ordinances," and Section 4-6(C) vests the Board of Selectmen with the authority to enact emergency ordinances during a recognized state of emergency, the Charter does not designate the Board of Selectmen as the Town legislative body in the same manner that it designates the Town Meeting.

II. Legal Opinion of Town Counsel

In the absence of any limiting language found in the Charter or in applicable statutes it is my opinion that the Town Meeting, as the Town's designated legislative body, necessarily possesses all of the Town's legislative authority, including the authority to amend ordinances proposed to it by the Board of Selectmen. My opinion rests on several considerations.

First, the text and structure of the Charter suggests that the Town Meeting holds the implicit authority to amend ordinances proposed to it by the Board of Selectmen. Case law provides that a legislative body must necessarily be deemed to have the power to amend, repeal or suspend a provision of an ordinance. See, e.g., *Rosenberg v. Planning Bd. of City of Stamford*, 155 Conn. 636, 639–40, 236 A.2d 895, 898 (1967)(" A legislative body ought to be free to amend its enactments when, for example, time and experience have shown the existing provisions are unwise or a change is desirable."). Here since the Town Meeting has been clearly designated as the Town's legislative body it must be deemed to have incidental legislative powers including the power to amend proposed ordinances submitted to it.

Additionally, Section 10-1(B) of the Charter sets out the procedures for Town Meetings and provides that all meetings shall be conducted in accordance with Robert's Rules of Order. For its part then Robert's Rules set out a procedure for the amendment of motions pending before deliberative bodies. *See*, Chapter VI, Section 12, *Robert's Rules of Order, Newly Revised, 11th Edition*, 2011, pp. 130-167. Accordingly, since Robert's Rules governs the conduct of Town Meetings and since Robert's Rules designates a method for the amendment of motions it may be assumed that Town Meeting has the authority to amend ordinances proposed to it.

Moreover, the language of Section 10-8(G) of the Charter which states that "[t]he Town Meeting shall have the sole power to enact and repeal ordinances consistent with this Charter and (Connecticut statutes)," when read together with Section 4-2(C) which only provides that the Board of Selectmen "*may* recommend to special Town meetings the adoption or repeal of ordinances" (emphasis added) necessarily implies a broad authority on the part of the Town Meeting to adopt ordinances as it deems appropriate. The word "may" is permissive. While the Board of Selectmen has the authority to recommend ordinances, nothing in the Charter states that

any amendment to a proposed ordinance must be initiated by the Board of Selectmen.[1] To the contrary, Section 10-8(G)'s use of the phrase "sole power to enact and repeal ordinances" appears to give the Town Meeting exclusive authority to repeal, enact or amend proposed ordinances, except as provided for in Section 10-5.

Finally, as a general proposition, Connecticut's courts have broadly interpreted the legislative power of designated municipal bodies. In *Windham Taxpayers Ass'n v. Bd. of Selectmen of Town of Windham*, 234 Conn. 513 (1995), for instance, the Connecticut Supreme Court held that a board of selectmen – Windham's legislative body – could refuse to call a petitioned-for town referendum involving a subject matter over which it was the designated town legislative body if it determined that the referendum was not for a legitimate and proper purpose. *Id.* 234 Conn. at 522. However, in East Windsor, the Town Meeting and not the Board of Selectmen is the legislative body of the town, and it therefore has the authority to call a petitioned-for town referendum or not call one as the case may be.[2]

III. Conclusion

For the forgoing reasons, it is my conclusion that a Town Meeting has the authority to amend the text of a recommended ordinance sent to the Town Meeting by the Board of Selectmen.[3]

Very truly yours,

Joshua A. Hawks-Ladds
Town Counsel

[1] Indeed, Town Charter Section 10-5 permits ordinances to be enacted by Town elector petition to Town Meeting and/or by referendum, thereby limiting the Board of Selectmen's involvement.

[2] This power was recently utilized by the East Winsor Town Meeting to reject a proposed referendum regarding the Town's casino development.

[3] That said, it would be prudent for the Town Meeting to have a legal opinion prior to any amendment to ensure the amendment's legality and conformity with other laws.

CW- 9/5/2017- Attachment D
2 pages

AECOM

AECOM
Rocky Hill, CT 06067
www.aecom.com

860 263 5800 tel
860 263 5777 fax

August 31, 2017

Mr. Maurice Hamel
Connecticut Department of Energy and Environmental Protection
Waste Management Bureau, Remediation Section
79 Elm Street
Hartford, CT 06106-5127

Subject: August 2017 Bimonthly Progress Report
HSC Broad Brook Mill Site
Brookside Drive, East Windsor, CT

Dear Mr. Hamel,

On behalf of Hamilton Standard Controls, Inc. (HSC), represented by UTC, AECOM Technical Services, Inc. (AECOM) is submitting this bimonthly progress report for the Broad Brook Mill Site (Site) located in East Windsor, Connecticut in accordance with Section C.2 of Consent Order No. SRD-154 dated November 19, 2003. This report includes a summary of the recent activities for July and August 2017 and the planned activities for September and October 2017.

Recent Activities – July and August 2017

- Submitted Section 106 Environmental Review Initiation Package to the State Historic Preservation office (SHPO) and Tribal Historic Preservation Offices (THPO).
- Submitted Section 106 Environmental Review Initiation Package to consulting parties (Town of East Windsor, East Windsor Historical Preservation Commission, and East Windsor Historical Society).
- Prepared and submitted semi-annual groundwater summary report for the June 2017 sampling event.
- Submitted residential drinking water reports to Connecticut Department of Energy and Environmental Protection (CTDEEP), United States Environmental Protection Agency (USEPA), North Central District Health Department (NCDHD), and homeowners.
- Continued discussions with CTDEEP regarding remediation approach and the Remedial Approach Optimization (RAO) document.
- Continued preliminary design work and preparation of permits required for proposed remediation work.

Planned Activities – September and October 2017

- Work with CTDEEP to finalize RAO approach.
- Continue design work and preparation of permits required for proposed remediation work.

AECOM

- Participate in Public Outreach meeting with consulting parties to discuss the actions related to the existing Site buildings in accordance with the Section 106 process.
- Continue the Section 106 consultation process.
- The next bimonthly progress report, summarizing project activities conducted during September and October 2017, will be submitted to the CT DEEP and USEPA by the end of October 2017.

Closing

If you have any questions/comments regarding the contents of this progress report, please feel free to contact Matthew Panciera, PE, LEP at (860) 263-5742.

Sincerely,
AECOM

Matthew Panciera, P.E., L.E.P.
Project Manager
Matthew.Panciera@aecom.com

cc: Almerinda Silva (USEPA)
Robert Maynard (First Selectman, Town of East Windsor)
Roger O'Brien (Economic Development Consultant, Town of East Windsor)
William Penn (UTC)
Lucas Hellerich (AECOM)
John Albrecht (AECOM)
Jon Alberg (AECOM)

BN - 9/5/2017 - attachment E
9 pages

Final w/
NO track chgs
mark up

FIXED ASSESSMENT AGREEMENT

THIS AGREEMENT made effective as of September 19, 2017 (the "Effective Date"), by and between Town of East Windsor, Connecticut, a governmental body organized under the laws of the State of Connecticut ("Town"), and RM18 Holdings, LLC, a Delaware limited liability company ("Company"), as the successor in interest to Calamar, Inc., a New York corporation.

RECITALS

A. Company plans to construct the Facility, as defined herein.

B. Town has adopted Ordinance 16-01, an "Ordinance Establishing a Tax Incentive Program for Substantial New Investment in the Town of East Windsor" in accordance with Section 12-65b of the Connecticut General Statutes, as amended, (the "Ordinance"), which provides for a written agreement fixing the assessment of real property and improvements thereon.

C. Under the Ordinance, the assessed value of the real property and improvements thereon may be fixed for a period of up to seven (7) years if the cost of the new improvements is not less than Three Million Dollars ($3,000,000).

D. Company has provided Town information verifying the cost of the Facility and the cost of the personal property to be located within the Facility.

E. Town has determined that the Facility qualifies for a fixed assessment of up to seven (7) years under the Ordinance and desires to offer a five (5) year assessment schedule on the Facility as an inducement for Company to develop and construct the Facility within Town.

F. The Board of Selectmen of the Town has adopted a resolution authorizing Town to enter into this Agreement.

G. Town and Company now desire to enter into this Agreement to affect a Fixed Assessment of the Facility.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Town and Company hereby agree as follows:

ARTICLE I – DEFINITIONS

Capitalized terms used and not defined herein shall have the definitions ascribed to them as set forth below:

Section 1.1 – Adult Apartment Building. The term Adult Apartment Building means a residential leasehold building in which apartments are offered for lease to residents of the age fifty five and older in accordance with the Town of East Windsor Zoning Regulations.

Section 1.2 - Commencement Date. The term "Commencement Date" shall mean the date the Grand List is executed and confirmed by Town Assessor immediately following the date when both the final certificate of occupancy for the Facility has been issued and the Company has completed the conditions included in Sections 3.1 and 3.2 of this Agreement.

Section 1.3 – Facility. The term "Facility" shall mean the three-story, 122 unit, Adult Apartment Building at 20 North Road in East Windsor, Connecticut, including all buildings, structures, foundations, fencing, curbing, light standards, walkways, access drives, and parking areas, but otherwise exclusive of any personal property and motor vehicles, and Land. The Facility shall be constructed in conformity with the Town of East Windsor Zoning Regulations.

Section 1.4 - Fixed Assessment - The term "Fixed Assessment" shall refer to Town's authority, under Connecticut General Statutes 12-65b and the Ordinance, of a fixed assessment on the Facility, which shall be equal to a portion of the assessed value of the Facility, for a given year of the Fixed Assessment Period, as set forth in Section 2.1 below.

Section 1.5 - Fixed Assessment Period - The term "Fixed Assessment Period" shall refer to a full five (5) assessment year period that shall begin on the first day (July 1) of the first tax year (expected to be 2019) following the Commencement Date and ending on the last day of the fifth tax year following the Commencing Date (expected to be June 30, 2024), subject to the provisions of Section 2.1 hereof. Upon the completion of such five (5) year period, the Fixed Assessment Period shall automatically expire.

Section 1.6 – Investment In Facility. The term "Investment In Facility" shall mean all costs incurred by Company in development and construction of the Facility as set forth in Section 1.2 above, including the cost of materials, labor, fixtures, and all other hard costs capitalized as part of the Facility, excluding land cost.

Section 1.7 – Investment In Personal Property. The term "Investment In Personal Property" shall mean all costs incurred by Company in the fabrication, purchase, lease, transportation and installation of personal property located at the facility and on the Land, including all manufacturing and vendor costs, sales taxes and other hard costs capitalized as part of such personal property.

Section 1.8 – Land. The term "Land" shall mean the premises generally known as 20 North Road, East Windsor, Connecticut, together with any additions or reductions thereof.

ARTICLE II – TAX MATTERS

Section 2.1 – Fixed Assessment. Town and Company agree that the Fixed

Assessment for the Facility shall be effective during the Fixed Assessment Period. During the Fixed Assessment Period, Town shall establish the assessment of the Facility at an amount equal to (i) sixty percent (60%) of the assessed value of the Facility for year one of the Fixed Assessment Period, (ii) sixty-eight percent (68%) of the assessed value of the Facility for year two of the Fixed Assessment Period, (iii) seven-six percent (76%) of the assessed value of the Facility for year three of the Fixed Assessment Period, (iv) eighty-four percent (84%) of the assessed value of the Facility for year four of the Fixed Assessment Period, and (v) ninety-two percent (92%) of the assessed value of the Facility for year five of the Fixed Assessment Period. This Agreement does not include any fire or other taxing districts (if any). The assessment value of the Land, including any existing improvements thereon as of the Effective Date, any personal property, and any motor vehicles shall be determined in the normal course pursuant to state and local laws.

Section 2.2– Minimum Real Estate Tax Payment. During the Fixed Assessment Period, Company agrees to pay for each tax year a minimum ad valorem real estate tax payment for the Facility and the Land based on the assessed value of the Land plus the Fixed Assessment for the Facility for each such year as set forth in Section 2.1 above. Company shall make such payment no later than the applicable due dates of the tax billing or otherwise shall be subject to penalty interest for late payment.

Section 2.3– Personal Property and Motor Vehicle Taxes. Company agrees to pay all taxes levied on all personal property and motor vehicles of the Company by Town during the Fixed Assessment Period. Company shall make such payment no later than the applicable due dates of the tax billing or otherwise shall be subject to penalty interest for late payment.

Section 2.4. Assessment and Revaluation. The Company shall have the right to appeal any increase in assessment due to a Town-wide property revaluation pursuant to Connecticut General Statutes, sections 12-117A and 12-119, as amended. The assessment of the Land for the period prior to the Commencement Date was determined in the normal course pursuant to state and local laws.

ARTICLE III – MINIMUM INVESTMENTS

Section 3.1 – Minimum Investment In The Facility. Company shall commence construction of Facility within 24 months after approval of a site plan by the Town Planning and Zoning Commission. Company agrees to make an Investment In Facility in accordance with the approved site plan of approximately $11,200,000 no later than October 30,, 219, which deadline may be extended by the Board of Selectmen provided that the Board finds the Company is diligently and continuously pursuing the completion of the Facility.

Section 3.2 – Minimum Investment In Personal Property. Company agrees to make an Investment In Personal Property of approximately $150,000 no later than _November 30, , 2019, which deadline may be extended by the Board of Selectmen provided that Town finds the Company is diligently and continuously pursuing the completion of the Facility.

Section 3.3 – Schedule. No later than November 30, , 2019 or at the end of any approved extension period as provided in Section 3.1 and Section 3.2, Company shall furnish Town with a certificate confirming Company's satisfaction of the obligations contained in Sections 3.1 and 3.2 hereof. Company, at the request of Town, shall furnish Town with general information substantiating the expenditure of such investment. Town acknowledges that any certification from a third-party architect, managing contractor, engineer, general contractor, vendor or manufacturer, which certifies such investment will satisfy any request by Town for additional evidence verifying the expenditure of such investment. Company shall permit the town at reasonable times and upon reasonable notice during the term of this Agreement to inspect the Facility for purposes of confirming that its use continues to comply with one or more of the uses set forth in Section 12-65b of the Connecticut General Statutes and the Ordinance.

Section 3.4 – Failure to Comply. In the event the Company has not provided the anticipated Investment In The Facility and Investment In Personal Property as set forth in Sections 3.1 and 3.2 above by November 30, 2019 or at the end of any approved extension periods as provided in Section 3.1 and Section 3.2, the Town shall be entitled to terminate this Agreement. In the event of such termination by Town, then Town and Company shall not have any further obligation under this Agreement.

ARTICLE IV – EMPLOYMENT MATTERS

Section 4.1 – Town Residents. During the Fixed Assessment Period, Company shall exercise good faith efforts to recruit qualified residents of Town to fill part and full-time positions used for the Facility; provided, however, that Company is under no legal obligation to hire any resident of Town for such purposes, it being understood that Company, in its sole discretion, will make the ultimate determination on whether or not a resident is qualified to fill a position or to hire such person. For purposes of this Agreement, Company's good faith efforts shall include providing notice of job openings for the Facility to the First Selectman of the Town for dissemination.

ARTICLE V – OPERATION OF FACILITY

Section 5.1 – Operation. During the Fixed Assessment Period and for a period of _Two consecutive years thereafter, the Company agrees that it shall not:

5.1.1 Relocate the operations of the Company associated with the Facility outside of the Town;

5.1.2 Change the use of the Facility to a use that does not comply with one or more of the uses set forth in Section 12-65b of the Connecticut General Statutes and the Ordinance;

5.1.3 Fail to pay the taxes contemplated under this Agreement when due; or

5.1.4 Declare bankruptcy.

Section 5.2– Remedies. In the event the Company is in default under Sections 5.1.1 through 5.1.3 above, the Town shall have the right to recover all tax benefits provided to the Company during the Fixed Assessment Period and terminate this Agreement and the Fixed Assessment. In the event that Company has instituted appropriate administrative or legal proceedings challenging the amount of the statutory assessment of the Facility and Land, payment of any and all taxes shall be in accordance with Connecticut General Statutes section 12-117 and other applicable law.

ARTICLE VI – REPRESENTATIONS AND WARRANTIES

Section 6.1 – Town Representations and Warranties. Town hereby represents and warrants to Company as follows:

6.1.1 This Agreement is in material compliance with Town Charter, Ordinance 16-01 of the Town and with the Connecticut General Statutes, et seq.

6.1.2 Town is a municipality duly organized and operating under the laws of the State.

6.1.3 Town has the power to enter into this Agreement and to carry out its obligations hereunder.

6.1.4 The execution and delivery of this Agreement, the conferral of the Fixed Assessment to Company, the performance of its other obligations contained in this Agreement, the consummation of the other transactions contemplated hereby, and the fulfillment of the compliance with the terms and conditions of this Agreement, by Town are not prevented by or result in a breach of, the terms, conditions or provisions of Town Charter, any statute, law, ordinance or regulation by which Town is bound.

6.1.5 This Agreement has been duly authorized by Board of Selectmen, and is a valid and binding obligation of Town, and is enforceable in accordance with its terms against Town.

6.1.6 The representative of Town executing this Agreement is in good standing with Town, and is authorized to execute and deliver this Agreement, in such capacity.

6.1.7 There is no claim or litigation, or to the best of Town's knowledge, threat of any claim or litigation, against Town with respect to its execution and delivery of this Agreement or otherwise pertaining to the conferral of the Fixed Assessment or any other matter contained in this Agreement.

Section 6.2– Company Representations and Warranties. Company hereby represents and warrants to Town as follows:

6.2.1 Company is a limited liability company organized under the laws of the State of Delaware and is in good standing with the Secretary of the State of Delaware and is qualified to transact business in the State of Connecticut.

6.2.2 Company has the power to enter into this Agreement and to carry out its obligations hereunder.

6.2.3 The execution and delivery of this Agreement, the performance of the obligations of Company contained in this Agreement, the consummation of the other transactions contemplated hereby, and the fulfillment of the compliance with the terms and conditions of this Agreement by Company are not prevented by or result in a breach of, the terms, conditions or provisions of any statute, law, ordinance or regulation by which Company is bound, or any contractual restriction, financing, agreement or instrument of whatever nature to which Company is now a party by which it is bound, nor do they constitute default under any of the foregoing.

6.2.4 This Agreement has been duly authorized by Company, and is a valid and binding obligation of Company and is enforceable in accordance with its terms against Company.

6.2.5 The officer of Company executing this Agreement is in good standing with Company and is authorized to execute and deliver this Agreement, in such capacity.

6.2.6 There is no claim or litigation, or to the best of Company's knowledge, threat of any claim or litigation, against Company with respect to its execution and delivery of this Agreement, the conferral of the Fixed Assessment or any other matter contained in this Agreement.

6.2.7 There are no actions, suits or proceedings pending or, to the best of its knowledge, threatened against or affecting the Company or before any arbitrator or any governmental body in which there is a reasonable possibility of an adverse decision which could materially affect the ability of Company to perform its obligations under this Agreement.

ARTICLE VII – DEFAULT

Section 7.1 – Town Default. In the event that Town fails to perform a covenant or agreement, or to observe a term or condition, contained in this Agreement and Company furnishes notice to that effect to Town, and Town fails substantially to rectify the same within thirty (30) days after receipt of notice, and such an additional reasonable time period as is necessary to rectify the matter if the nature of such non-compliance cannot be reasonably cured within said thirty (30) day period so long as Town initiates the curing thereof within said thirty (30) day period and thereafter diligently prosecutes such curing, then Town shall be deemed to be in default of this Agreement. In the event of Town's default under this Agreement beyond applicable cure periods, Company shall be entitled to all rights and remedies at law or in equity.

Section 7.2 – Company Default. In the event that Company fails to perform a covenant or agreement, or to observe a term or condition, contained in this Agreement and Town furnishes notice to that effect to Company, and Company fails substantially to rectify the same within thirty (30) days after receipt of notice, and such an additional reasonable

time period as is necessary to rectify the matter if the nature of such non-compliance cannot be reasonably cured within said thirty (30) day period so long as Company initiates the curing thereof within said thirty (30) day period and thereafter diligently prosecutes such curing, then Company shall be deemed to be in default of this Agreement. In the event of Company's default under this Agreement beyond applicable cure periods, the Town, in addition to any remedies provided herein, shall be entitled to all rights and remedies at law or in equity, including the right to assess all penalties and to exercise all rights accorded to it as a taxing authority under the Connecticut General Statutes for the non-payment of taxes and the payment of all legal fees and expenses incurred by the Town relating to the Company's default.

ARTICLE VIII – MISCELLANEOUS

Section 8.1 – Notices. All notices and requests required pursuant to this Agreement shall be sent by personal delivery, overnight courier, or certified mail as follows:

To Town:

Town of East Windsor
East Windsor Town Hall
11 Rye Street
East Windsor, CT 06016
Attention: First Selectman

With a copy to:

Pullman & Comley, LLC
90 State House Square, 13th Floor
Hartford, CT 06103-3702
Attention: Joshua Hawks-Ladds, Esq.

To Company:

RM18 Holdings, LLC
3949 Forest Parkway, Suite 100
Wheatfield, NY 14304
Attention: General Counsel

or at such other addresses as the parties may indicate in writing to the other by personal delivery, overnight courier, or registered mail, return receipt requested, with proof of delivery thereof. Notices and requirements shall be deemed delivered to the address set forth above (a) when delivered in person on a business day, or (b) on the same business day received if delivered by overnight courier or by registered mail, return receipt requested.

Section 8.2– Successors and Assigns; Assignment. Company may not assign its rights and obligations under this Agreement except with permission of the East Windsor Board of Selectmen which permission shall not be unreasonably denied. All of the terms

and provisions of this Agreement shall be binding on and inure to the benefit of all of the successors and assigns of the parties hereto.

Section 8.3– Amendment. This Agreement sets forth all the promises, inducements, agreements, conditions, and understandings between Company and Town relative to the fixing the assessments on the Facility and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between them related thereto, other than as herein set forth. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding on the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

Section 8.4 – Counterparts. This Agreement (or any exhibit or addendum to it) may be executed by facsimile or using an e-signature format such as DocuSign, and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed by authorized representatives of the parties hereto and is effective as of the aforesaid date.

TOWN OF EAST WINDSOR

By: _____
Name: Robert Maynard
Title: First Selectman

RM18 HOLDINGS LLC

By: _____
Name: Kenneth M. Franasiak
Title: Manager

ACKNOWLEDGMENTS

STATE OF CONNECTICUT)
) ss.: TOWN OF EAST WINDSOR
COUNTY OF HARTFORD)

The foregoing instrument was signed and acknowledged before me on August ___, 2017 by Robert Maynard, as the First Selectman of the Town of East Windsor, on behalf of said Town.

My commission expires: _____

(SEAL)

_____
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NIAGARA)

The foregoing instrument was signed and acknowledged before me on August ___, 2017 by Kenneth M. Franasiak, as the Manager of RM18 Holdings, LLC, on behalf of said Company.

My commission expires: _____

(SEAL)

_____
Notary Public

BOS- 9/5/2017- Attachment F
3 pages

August 30, 2017

RECEIVED BY

AUG 31 2017

FIRST SELECTMANS OFFICE

Mr. Robert Maynard
First Selectman
Town of East Windsor
11 Rye Street
East Windsor, CT 06016

Re: Use of Program Income generated by prior Small Cities Grants for other activities

Dear Mr. Maynard:

It was a pleasure to meet with you, Jennifer and Linda and discuss possible uses of Program Income funds generated from prior Small Cities project grants.

In 1996, the Town obtained Small Cities funds to provide no interest loans to income eligible home owners throughout the Town to rehabilitate their homes to correct building and safety code violations, provide ADA accessibility and for other needs such as heating, roofs and septic systems.

These funds were secured by mortgage liens on the property and although they are interest free they are due upon sale, re-mortgage, or other situations which require the repayment or subordination of this debt.

In some communities these funds become a true "revolving" loan fund and the Program continues on a long term basis.

In East Windsor's case however, while the Program clearly met a some short term need the demand for these funds that did not translate into a sufficient enough "stream" of applicants to continue the Program on a long term basis.

Funds are not repaid to the Town with any regularity and few households have applied in recent years who meet the income eligibility requirements.

In 2010, funds from this Repayment Account were used for ADA renovations to Town Hall which expended the bulk of funds that had been repaid at that time.

Since then the account balance has grown to approximately $52,000.

L. Wagner & Associates

51 LAKESIDE BOULEVARD EAST • WATERBURY, CT 06708 • (203) 573-1188 • FAX (203) 573-1373

As you know, in our meeting on August 22nd the re-use of these funds can only be used for activities which primarily benefit low/mod income persons/households.

Eligibility can be based on the income levels of those residing in a certain neighborhood area, direct benefit such as individual applicants who are income eligible, or "presumed" activities such as ADA.

For example, many years ago we were able to complete street/sidewalk improvements in Warehouse Point because Census data at that time indicated that more than 51% of the population of the area was considered low/moderate income. No other area of the community had or has since had these income characteristics and Warehouse Point now has an LMI population above 51% which removes it from funding eligibility.

Your consideration for use of funds for other projects is important at this time because DOH has lowered the amount of funds in repayment accounts that may be kept locally to $25,000 not subject to State recapture.

Attached is a narrative from the DOH Small Cities Handbook which outlines their current policy, and while they have not yet recaptured local funds, the problems with the existing State budget may well cause DOH to use this as an alternative funding source.

The process for re-using/re-allocating loan repayment funds is:

1. Publish a notice in the local newspaper notifying the public of the pending re-use of funds for an activity that is other than that which was initially funded (sample attached).

   The public comment period is 15 days.

   As part of this initial process the Town also needs to assess the potential environmental impact of the proposed project, in a format similar to the environmental review record we prepare for all Small Cities funding. We will complete this for your review.

2. At the end of the public comment period the Board of Selectmen needs to approve the project being requested and adopt the attached resolution.

3. Once the public comment period is closed and the environmental review indicates no negative impact and the resolution is passed, the Town then submits a Program Income Re-Use Application to DOH.

   This includes a more detailed narrative of the projects (plans/specs), demographic data, etc. to DOH.

   DOH will then review and advise if the new project use is acceptable.

   If so, the Town may then proceed with the project.

   We will work with you to coordinate and manage this process to meet State requirements.

   As you are aware, the East Windsor Housing Authority has requested consideration for this available funding to use to install accessible showers in 8-10 of their housing units occupied by seniors who have "aged" in place and need better accessibility in their bathrooms.

   This is an eligible project and can be considered in conjunction with others the Town may identify as eligible and feasible.

   While we discussed a variety of possible projects at our meeting it seems this may be the only project that is currently feasible and eligible for re-use of these funds.

   Please let me know if you have any questions or if you would like more detail.

Very truly yours,

Laurence E. Wagner
LEW/lmw

Enc.

G:\Administrative Assistants\Program Income Amendments\2017\East Windsor\Cover Letter to 1st Selectman.docx

BOS- 9/5/2017- Attachment G
2 pages

Absenteeism

Purpose
Absenteeism detracts from service and causes an undue burden for those employees who must fill in for absent employees. As such, consistent attendance is necessary to the operations of the Town and to each employee's own individual performance.

Procedure
The Town recognizes that there will be occasions when employees may require unscheduled time off due to illness or for other personal matters. Employees who are going to be absent from work are required to notify their department head/supervisor. Notification is necessary so that job duties can be reassigned. If the department head/supervisor is not available at the time, the employee is expected to leave a message that shall include a telephone number where they can be reached and notify any individual (designated by the department head/supervisor) of their absence.

When there is no notification, the absence will be considered unexcused and the employee will be subject to disciplinary action. If an employee fails to report their absence for three consecutive days, they will be considered to have voluntarily resigned not in good standing. The Town may waive this rule if extenuating circumstances warranted such behavior.

The Town reserves the right to request from employees who exhibit a *pattern* of absenteeism and/or abuse of leave time (in the Town's judgment) appropriate documentation from a health care professional verifying the absence. The Town also reserves the right to request documentation from a health care professional in the event that the employee is absent for three consecutive days. Abuse of leave time will constitute misconduct and lead to disciplinary action.

Any deviation from this policy, repeated occurrences of unscheduled time off, or unexcused absences will lead to disciplinary action, up to and including termination of employment.

Definitions
1. The Town of East Windsor defines a *pattern* as a frequent, predictable and observable employee action that repeats itself over time. For example, all five of your unscheduled absences occurred around your regularly scheduled weekends and holidays. This 'patterning' therefore violates our Town's absenteeism policy.

2. "*Absence*" is defined as the failure of an employee to report for work when the employee is scheduled to work. The two types of absences are defined below:

   a. *Excused absence* occurs when all four of the following conditions are met: a) the employee provides sufficient notice to his or her supervisor, b) the reason is found credible or acceptable by his or her supervisor, c) such absence request is

Adopted on: _____
By: Board of Selectmen

approved by their supervisor, and d) the employee has sufficient accrued paid time off (PTO) to cover such absence.

b. *Unexcused absence* occurs when one of the four conditions in number 1 is not met.

Adopted on: _____
By: Board of Selectmen

BOS- 9/5/2017- Attachment H

Adverse Weather Conditions

Purpose

This policy is one of personal safety and responsibility. It is up to each non-essential employee to determine, in their own best interest, when and if to leave home to come to work or to leave work to avoid dangerous driving conditions.

This enables any non-essential employee to use their annual leave time (vacation, personal, or compensatory time) without hesitation or question, if they make this judgement. Non-essential employees also have the option of working from home provided that their department head/supervisor will substantiate it.

Department heads/supervisors are expected to work out departmental coverage since Town offices will be open for business as usual.

Police Officers and Public Works employees are considered essential employees and will be required to report to work regardless of conditions.

Definitions

1. The term "essential employee", as defined by the *Essential Services Act of 2013*, is an, "employee that performs work involving the safety of human life or the protection of property."

2. The term "nonessential" is defined as "not absolutely necessary".

Adopted on: _____

By: Board of Selectmen

8-30-17 To: Amanda From: Heidi

Process Refund Record (s) TOWN OF EAST WINDSORInt Date: 08/30/2017 Date: 08/30/2017 Page: 1

Condition(s) :

Bill Dist/Susp/Bank	Name Address	Prop Loc/Vehicle Info. UniqueID/Reason	Paid Date	Tax	Int	L/F	Total Adjusted	Overpaid Tax
2014-03-0053223	DYNAK ROBERT V	2010/USAFE/WDDHF8HB6AA073025		488.60	0.00	0.00	488.60	
	503 CANYON RIDGE DR	53231	7/28/2015	534.06	0.00	0.00	534.06	-45.46
	BROAD BROOK CT 06016-5602	Sec. 12-129 Refund of Excess Payments.						
2015-03-0053204	DYNAK ROBERT V	2013/USAFE/WDDLJ9BB0DA059018		998.73	0.00	0.00	998.73	
	503 CANYON RIDGE DR	53225	7/22/2016	1,045.12	0.00	0.00	1,045.12	-46.39
	BROAD BROOK CT 06016-5602	Sec. 12-129 Refund of Excess Payments.						
2015-03-0057018	MERRILL ROBERT I SR + MERRILL MARY L	2014/263VBE/6G3F15RW6EL964459		696.85	0.00	0.00	696.85	
N	5B TOWNHOUSE RD	57094	11/7/2016	743.25	55.74	0.00	798.99	-46.40
TS	BROAD BROOK CT 06016-9632	Sec. 12-129 Refund of Excess Payments.						
2015-04-0080022	ACAR LEASING LTD	2016/C062041/1GCVKREC1GZ148493		229.96	0.00	0.00	229.96	
	4001 EMBARCADERO DR	80022	1/19/2017	415.54	0.00	0.00	415.54	-185.58
	ARLINGTON TX 76014	Sec. 12-129 Refund of Excess Payments.						
2016-03-0050052	ACAR LEASING LTD	2016/C062041/1GCVKREC1GZ148493		589.76	0.00	0.00	589.76	
	4001 EMBARCADERO DR	50052	7/14/2017	781.76	0.00	0.00	781.76	-192.00
	ARLINGTON TX 76014	Sec. 12-129 Refund of Excess Payments.						
2016-03-0050273	ANDERSON DONALD A + ANDERSON SUSAN S	2005/JO7565/2CNDL23F756170550		76.58	0.00	0.00	76.58	
	15 BROADVIEW LN	50273	7/7/2017	102.08	0.00	0.00	102.08	-25.50
	EAST WINDSOR CT 06088-9533	Sec. 12-129 Refund of Excess Payments.						
2016-03-0050274	ANDERSON GREGORY D	2010/AD07038/3FAHP0JGXAR237287		154.08	0.00	0.00	154.08	
	15 BROADVIEW LN	50274	7/30/2017	205.44	0.00	0.00	205.44	-51.36
	EAST WINDSOR CT 06088-9533	Sec. 12-129 Refund of Excess Payments.						
2016-03-0050718	BART FREDERICH C	2000/905XMP/3FAKP1135YR103824		35.23	0.00	0.00	35.23	
	76 STOUGHTON RD	50718	7/11/2017	52.80	0.00	0.00	52.80	-17.57
	EAST WINDSOR CT 06088-9754	Sec. 12-129 Refund of Excess Payments.						
2016-03-0052071	CHENCHU BIKSHAPATHI	2000/720YZF/2T1BR12E9YC318178		44.83	0.00	0.00	44.83	
	15 MEADOW BROOK RD	52071	7/7/2017	67.20	0.00	0.00	67.20	-22.37
	EDISON NJ 08837-2002	Sec. 12-129 Refund of Excess Payments.						
2016-03-0052072	CHENCHU BIKSHAPATHI	2015/AA70696/5N1AT2MV2FC917988		296.90	0.00	0.00	296.90	
	15 MEADOW BROOK RD	52072	7/7/2017	445.12	0.00	0.00	445.12	-148.22
	EDISON NJ 08837-2002	Sec. 12-129 Refund of Excess Payments.						
2016-03-0052326	CONNECTICUT WATER COMPANY THE	2007/K51315/1GDHK34U17E176995		237.50	0.00	0.00	237.50	
	93 WEST MAIN ST	52326	7/24/2017	285.12	0.00	0.00	285.12	-47.62
	CLINTON CT 06413	Sec. 12-129 Refund of Excess Payments.						
2016-03-0052891	DEMIRGIAN NADINE D	2014/AB86336/1C4NJDBB2ED828589		310.18	0.00	0.00	310.18	
	5E TOWNHOUSE RD	52891	8/18/2017	338.24	10.15	0.00	348.39	-28.06
	BROAD BROOK CT 06016-9635	Sec. 12-129 Refund of Excess Payments.						
2016-03-0052954	DESROCHER MARGARET R	2002/337ZWS/1FAFP55282A248111		57.50	0.00	0.00	57.50	
	14 ALLEN DR	52954	7/28/2017	62.72	0.00	0.00	62.72	-5.22
	BROAD BROOK CT 06016-9764	Sec. 12-129 Refund of Excess Payments.						
2016-03-0053277	DYNAK ROBERT V	2013/USAFE/WDDLJ9BB0DA059018		803.20	0.00	0.00	803.20	
	503 CANYON RIDGE DR	53277	7/24/2017	851.20	0.00	0.00	851.20	-48.00
	BROAD BROOK CT 06016-5602	Sec. 12-129 Refund of Excess Payments.						
2016-03-0053363	EHLEN BRUCE G	2007/369VSD/1GCGG25V471200474		208.06	0.00	0.00	208.06	
	18 BRIDLE PATH	53363	7/27/2017	226.88	0.00	0.00	226.88	-18.82
	BROAD BROOK CT 06016-9586	Sec. 12-129 Refund of Excess Payments.						
2016-03-0054118	GIESEKE BARBARA T	2005/AF24522/1FAFP53U65A204813		56.64	0.00	0.00	56.64	
	234 SOUTH WATER F5	54118	8/15/2017	75.52	2.27	0.00	77.79	-18.88
	EAST WINDSOR CT 06088	Sec. 12-129 Refund of Excess Payments.						
2016-03-0054337	GRIFFIN WILLIAM G + GRIFFIN KIM D	2008/344DGD/5NMSG73D38H150627		181.92	0.00	0.00	181.92	
	5 SUNVIEW DR	54337	7/9/2017	198.40	0.00	0.00	198.40	-16.48
	BROAD BROOK CT 06016-9787	Sec. 12-129 Refund of Excess Payments.						
2016-03-0054338	GRIFFIN WILLIAM G	2013/1ABHK6/1HGCR2F82DA027262		353.31	0.00	0.00	353.31	
	5 SUNVIEW DR	54338	7/9/2017	385.28	0.00	0.00	385.28	-31.97
	BROAD BROOK CT 06016-9787	Sec. 12-129 Refund of Excess Payments.						
2016-03-0054341	GRIGELY MAE	2000/MAE21/JN1CA31D9YT512480		24.29	0.00	0.00	24.29	
	PO BOX 79	54341	7/18/2017	72.96	0.00	0.00	72.96	-48.67
	BROAD BROOK CT 06016-0079	Sec. 12-129 Refund of Excess Payments.						
2016-03-0054355	GROSSI THEODORE A	2010/869522/5RTBE1225AD015228		39.84	0.00	0.00	39.84	
	33 MARGARET DR	54355	7/31/2017	79.68	0.00	0.00	79.68	-39.84
	BROAD BROOK CT 06016-9686	Sec. 12-129 Refund of Excess Payments.						
2016-03-0054946	HONDA LEASE TRUST	2014/3AJRS5/1HGCR2F34EA255902		145.73	0.00	0.00	145.73	

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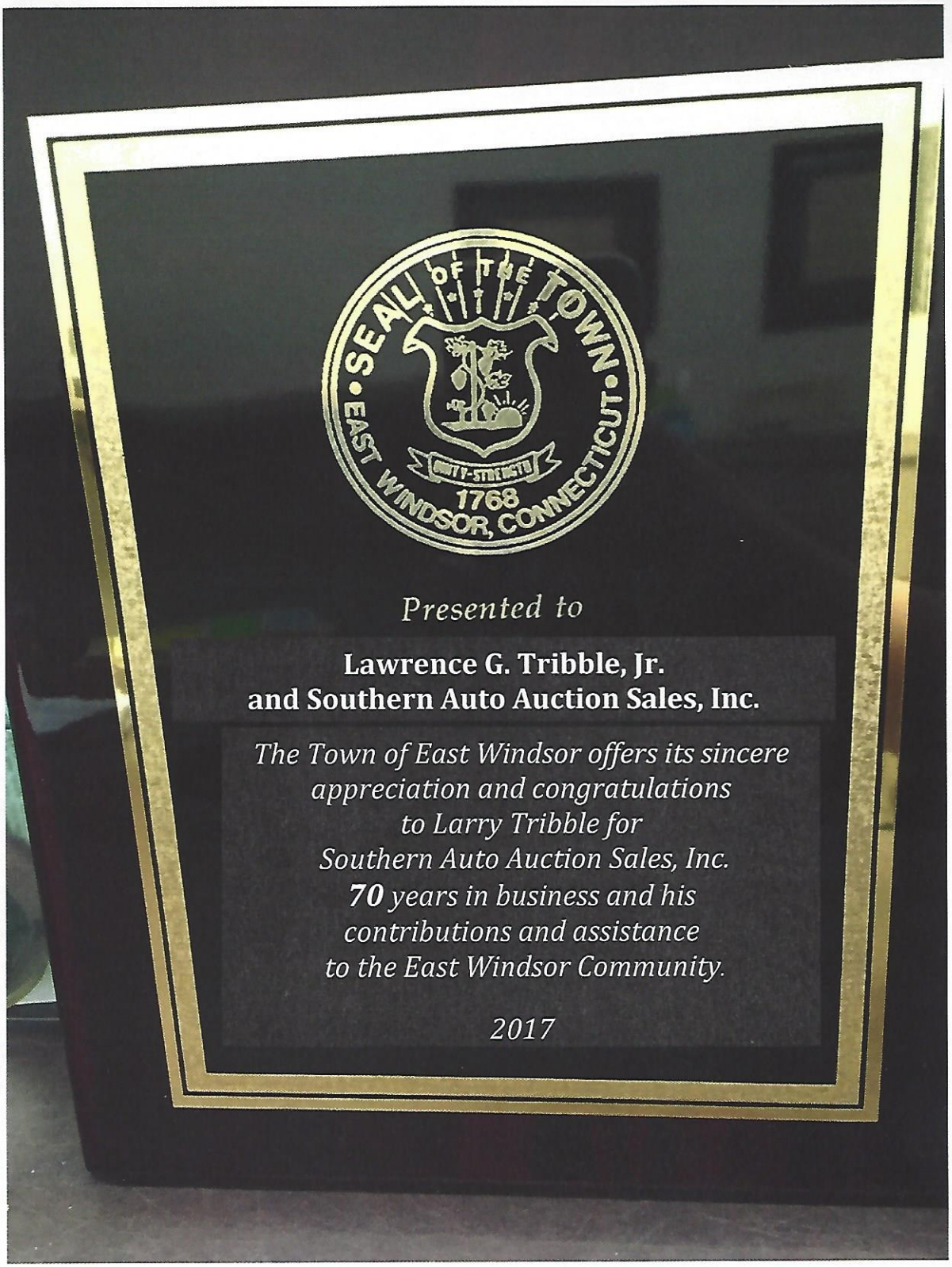
Condition(s) :

Bill Dist/Susp/Bank	Name Address	Prop Loc/Vehicle Info. UniqueID/Reason	Paid Date	Tax	Int	L/F	Total Adjusted	Overpaid Tax
	600 KELLY WAY	54946	7/24/2017	349.44	0.00	0.00	349.44	-203.71
	HOLYOKE MA 01040-9681	Sec. 12-129 Refund of Excess Payments.						
2016-03-0055039	HUNT EDWARD H	2003/492ZKV/2C8GP64L23R165610		80.70	0.00	0.00	80.70	
	149 WINKLER RD	55039	7/13/2017	88.00	0.00	0.00	88.00	-7.30
	EAST WINDSOR CT 06088-9717	Sec. 12-129 Refund of Excess Payments.						
2016-03-0056017	KUPEC GERTRUDE R	2003/640RVP/JTDBR32E630003224		91.55	0.00	0.00	91.55	
	45 DEPOT ST # 243	56017	7/11/2017	99.84	0.00	0.00	99.84	-8.29
	BROAD BROOK CT 06016-5802	Sec. 12-129 Refund of Excess Payments.						
2016-03-0056135	LANZ LINDA A	2003/9AVLV2/1N4AL11E53C350213		73.95	0.00	0.00	73.95	
	56 OMELIA RD	56135	7/31/2017	80.64	0.00	0.00	80.64	-6.69
	BROAD BROOK CT 06016-9763	Sec. 12-129 Refund of Excess Payments.						
2016-03-0057136	MEGILL JOSEPH F 5TH	1999/C067330/1B7HF16Y1XS239611		102.08	0.00	0.00	102.08	
	182 DEPOT ST	57136	8/14/2017	204.16	6.12	0.00	210.28	-102.08
	BROAD BROOK CT 06096-1443	Sec. 12-129 Refund of Excess Payments.						
2016-03-0057194	MERRILL ROBERT I SR + MERRILL MARY L	2014/263VBE/6G3F15RW6EL964459		641.28	0.00	0.00	641.28	
	5B TOWNHOUSE RD	57194	8/18/2017	689.28	20.68	0.00	709.96	-48.00
	BROAD BROOK CT 06016-9632	Sec. 12-129 Refund of Excess Payments.						
2016-03-0057692	NAVAROLI VICKY L	2014/136SNE/JM3TB3CV2E0436606		478.02	0.00	0.00	478.02	
	55 MAIN ST	57692	7/24/2017	521.28	0.00	0.00	521.28	-43.26
	BROAD BROOK CT 06016-9701	Sec. 12-129 Refund of Excess Payments.						
2016-03-0057996	ODONNELL LESLIE D	2009/767SRW/JF2SH61649G748330		150.50	0.00	0.00	150.50	
	17 THRALL RD	57996	7/10/2017	200.64	0.00	0.00	200.64	-50.14
	BROAD BROOK CT 06016-9775	Sec. 12-129 Refund of Excess Payments.						
2016-03-0058909	RAFFIA GEORGE E	1985/534618/CTUNKNOWN53461811		0.00	0.00	0.00	0.00	
	7B REGGIE WAY	58909	8/25/2017	9.68	0.00	0.00	9.68	-9.68
	BROAD BROOK CT 06016-1701	Sec. 12-129 Refund of Excess Payments.						
2016-03-0059397	ROWLANDS DAVID B + ROWLANDS RIZALINA	2008/206PVU/1FAHP34N08W129425		98.59	0.00	0.00	98.59	
	17D FOLKSTONE RD	59397	7/18/2017	107.52	0.00	0.00	107.52	-8.93
	BROAD BROOK CT 06016	Sec. 12-129 Refund of Excess Payments.						
2016-03-0059781	SAWRUN BRIAN M	1999/1AMORE/WP0AA2999XS626241		337.47	0.00	0.00	337.47	
	29 AUTUMN CT	59781	7/19/2017	368.00	0.00	0.00	368.00	-30.53
	EAST WINDSOR CT 06088-9779	Sec. 12-129 Refund of Excess Payments.						
2016-03-0060437	SPERRAZZA ERIC J	2001/AD12789/1HGES165X1L033713		30.40	0.00	0.00	30.40	
	6 RIDGE RD	60437	7/26/2017	78.40	0.00	0.00	78.40	-48.00
	BROAD BROOK CT 06016-9666	Sec. 12-129 Refund of Excess Payments.						
2016-03-0060769	TALAMINI DEBORAH S + TALAMINI THOMAS J	2000/115HZN/1FTYR10V2YTB19060		83.62	0.00	0.00	83.62	
	23 RICE RD	60769	7/27/2017	91.20	0.00	0.00	91.20	-7.58
	BROAD BROOK CT 06016-9508	Sec. 12-129 Refund of Excess Payments.						
2016-03-0061433	VAULT TRUST	2014/4AHPS6/1G1PD5SB8E7349431		94.40	0.00	0.00	94.40	
	Refund Address	61433	7/20/2017	283.52	0.00	0.00	283.52	-189.12
		Sec. 12-129 Refund of Excess Payments.						
2016-03-0061661	WARMINGTON DELROY A	2005/309YFZ/YV1SW592X52494981		115.04	0.00	0.00	115.04	
	250 SILAS DEANE HWY	61661	7/20/2017	125.44	0.00	0.00	125.44	-10.40
	WETHERSFIELD CT 06109-1702	Sec. 12-129 Refund of Excess Payments.						
2016-03-0062119	YOST MICHAEL D	2005/385MOW/1B3EL46X75N559288		48.67	0.00	0.00	48.67	
	63 HARRINGTON RD	62119	8/20/2017	72.96	2.19	0.00	75.15	-24.29
	BROAD BROOK CT 06016-9613	Sec. 12-129 Refund of Excess Payments.						
2016-03-0062318	LYNN DEBRA	2012/346YCM/1FAHP3M2XCL335349		207.36	0.00	0.00	207.36	
	165 GREEN WOODS LN	16362318	8/21/2017	213.58	0.00	0.00	213.58	-6.22
	EAST WINDSOR CT 06088	Sec. 12-129 Refund of Excess Payments.						
TOTAL	37			8,663.32	0.00	0.00	8,663.32	
				10,551.95	97.15	0.00	10,649.10	-1,888.63

Patricia Kirkodul
Tax Collector ccmc

TOTAL REFUND $1888.63

BN - 9/5/2017 - Attachment J



BOS - 9/5/2017 - Attachment K

8/16/2017 WHPFD special meeting 7:00 PM
Chairperson DeCapua opened the meeting to discuss financial issues. After much conversation it was decided that a special meeting is scheduled for Thursday August 31st. The purpose for the meeting is for the district to vote on the following: to approve the purchase/lease of a vehicle (approximately $60 K), the driveway at station #1 ($35 K), and an air conditioner unit at station #2 (not to exceed $12 K). Also discussed was a stipend for the assistant chief position, which was approved. There will be a reduction of checking accounts from four to two (general fund checking and CIP). FOI meeting for the WHPFD will be held Sept 11th at Station #1, 6:30 PM.

8/23/17 Board of Education 7:30 PM
Unfinished Business Vote: FY18 Budget – tabled until the state has a budget and EWPS 2017-2018 Calendar has to be updated and will put on the school portal. Unfinished Business Discussion - BBES Modular Project, Sidewalks to be ripped up for the 3rd time, tile floors could not be matched so new tile will go in on the next vacation, connector and the corridor and windows are completed. There are still a few open issues which the Building Committee will address. EMWS Roof project is underway – expect completion in October. Alliance District Grant is on hold until the state has a budget.

8/24/2017 Veterans Memorial Green Groundbreaking 6:00 PM
This was a well attended event thanks to the EW Veterans Commission. Several people were acknowledged for their support. I did have a chance to chat with Larry Tribble, we need to reach out to him to set up a Wednesday to present the plaque for the 70 years in business. **On a sad note**, I reached out my hand to Mr. Dearborn, he stated with clenched fists, that he will never shake my hand or talk to me. I wanted to put that information out and do with it as you see fit.

8/28/17 Meet William Penn (UTAS) and Matt Panciera (AECOM) 10:00 AM
I sent a note to Chief Arcari regarding 2 wooden garages; may be they can be used as a "live burn". The chief will explore that idea with William Penn (UTAS).

8/30/17 WPCA cancelled 7:00 PM

8/31/17 WHPFD Public Hearing 7:00 PM
Approximately 20 people attended the hearing. Vic DeCapua was elected moderator and the following resolutions were passed unanimously: expenditure of $35,000 for repaving the driveway at Station 1, expenditure of $12,000 to replace air conditioning units at station 2, authorize $20,783.03 for the first lease payment of the 2017 3500 Heavy Duty Chevy Silverado Truck

9/02/17 BBFD Car Show at the Reservoir 10:00 to 3:00 PM

9/05/17 I am out of the country and will not be at the 9/19 meeting as well.
9/07/17 BBFD meeting 7:00 PM

Respectfully submitted, Dale Nelson EW Selectwoman