TOWN OF EAST WINDSOR BOARD OF SELECTMEN

REGULAR MEETING

Thursday, February 6, 2020 7:00 p.m.

Town Hall Meeting Room 11 Rye Street, Broad Brook, CT. 06016

Meeting Minutes

*** These Minutes are not official until approved at a subsequent meeting***

Board of Selectmen:

Jason E. Bowsza, First Selectman Marie DeSousa, Deputy First Selectman Alan Baker, Selectman Sarah Muska, Selectman Charlie Nordell, Selectman

ATTENDANCE:

Board of Selectmen: Jason E. Bowsza, First Selectman; Marie DeSousa,

Deputy First Selectman; Alan Baker, Selectman; Sarah Muska, Selectman;

Charlie Nordell, Selectman

ABSENT:

All Selectmen were present this evening.

GUESTS/SPEAKERS:

Connecticut Main Street Center: Patrick McMahon, President/CEO; Broad Brook Mill Committee: Jessica Bottomley, Chairman; Tom Talamini, member, and Town Engineer Len Norton, member; Department of Public Works: Len Norton, Town Engineer; Treasurer's Office: Amy O'Toole,

Town Treasurer.

Public: Paul Anderson, Bob Leach, Bill Loos, Bob Lyke, Tom

Talamini, Kate Carey-Trull.

Press:

Joe Chaisson, Journal Inquirer.

TIME AND PLACE OF REGULAR MEETING:

First Selectman Bowsza called the February 6, 2020 Regular Meeting of the East Windsor Board of Selectmen to Order at 7:02 p.m. in the Town Hall Meeting Room, 11 Rye Street, Broad Brook, CT.

ATTENDANCE: First Selectman Bowsza reported the Board has established a quorum with five members present.

AGENDA APPROVAL:

MOTION: To APPROVE the agenda as presented.

Muska moved/DeSousa seconded/DISCUSSION: None

VOTE: In Favor: DeSousa/Baker/Muska/Nordell

<u>APPROVAL OF MEETING MINUTES/A.</u> January 23, 2019 2020 Special Meeting Minutes:

MOTION: To APPROVE the Special Meeting Minutes of the Board of Selectmen

Meeting dated January 23, 2020 as presented. with the following

amendments:

Page 4, BOARD AND COMMISSION APPOINTMENTS,

#5 - MOTION: To APPOINT Steve Smith (R) to the Zoning Board of

Appeals, DeSousa Muska moved/...

#3 - MOTION: To APPOINT Richard LeBorius (D) to the Charter Revision

Commission...., DeSousa moved/Nordell <u>Baker</u> seconded/..... Page 5, BOARD AND COMMISSION APPOINTMENTS,

#8 - MOTION: To APPOINT Nicole Vacila (U), to the Charter Revision

Commission...., DeSousa Muska moved/.....

Page 10, TAX REFUNDS,

VOTE: In Favor: DeSousa/Baker/Muska/Nordell

DeSousa moved/Muska seconded/DISCUSSION: Selectmen Muska and Nordell noted the amendments reflected above.

VOTE:

In Favor:

Baker/DeSousa/Muska/Nordell

(No one opposed/No Abstentions)

PUBLIC PARTICIPATION:

<u>Bill Loos, Melrose Road:</u> Mr. Loos expressed his disappointment that the Board of Education didn't provide a budget for the residents to review and comment on at the Board of Selectmen/Board of Education Public Hearing held on February 4th. Mr. Loos indicated he didn't see the Board of Selectmen's approval of the Board of Education Budget on the Budget Schedule. First Selectman Bowsza clarified that under State Statutes the Board of Selectmen does not review the Board of Education Budget; the Board of Finance does on a lump sum basis.

COMMUNICATIONS/Schedule of Budget Presentations:

First Selectman Bowsza noted a schedule of Board of Selectmen Budget Workshop Presentations has been included in the Board's packet. (See Attachment A).

BOARDS AND COMMISSIONS RESIGNATIONS AND APPOINTMENTS/A. Resignations: None.

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

BOARDS AND COMMISSIONS RESIGNATIONS AND APPOINTMENTS/C. New Appointments:

1. Jamie Sydoriak (D), Inland Wetland Watercourses Agency, alternate member for a term expiring February 6, 2024:

First Selectman Bowsza reported Ms. Sydoriak approached him about volunteering as an Alternate on the Inland Wetlands Commission; he noted her resume, which she included with her application, is impressive. She works for the Department of Energy and Environmental Protection, and has experience in open space management.

MOTION: To APPOINT Jamie Sydoriak (D), Inland Wetland Watercourses Agency, as an alternate member for a term expiring February 6, 2024,

Muska moved/Nordell seconded/DISCUSSION: None.

VOTE:

In Favor:

Baker/DeSousa/Muska/Nordell

(No one opposed/No Abstentions)

Selectman Baker indicated the Inland Wetlands Commission will be happy to have Ms. Sydoriak join them. Selectman Muska felt her resume appears to indicate she's passionate in her work. Deputy First Selectman DeSousa concurred, her resume is probably the best resume submitted for boards and commissions.

MOTION: To GO OUT OF ORDER and take NEW BUSINESS/10A.

Presentation on Main Street Center including Patrick McMahon next.

Baker moved/DeSousa seconded/DISCUSSION: None.

VOTE:

In Favor:

Baker/DeSousa/Muska/Nordell

(No one opposed/No Abstentions)

NEW BUSINESS/10A. Presentation on Main Street Center including Patrick McMahon;

First Selectman Bowsza welcomed Mr. McMahon to the Meeting. He noted Mr. McMahon has a phenomenal reputational in the economic development world. He had previously been an Economic Development Director shared by the towns of Suffield and Windsor Locks; he is now Executive Director of Connecticut Main Street Center, which does a lot of work redeveloping Main Streets around Connecticut. First Selectman Bowsza suggested everyone in State government who has met Patrick raves about him. First Selectman Bowsza met with Mr. McMahon recently, first to introduce himself, and then to talk about a new tool in the economic development toolbox called *Tax Increment Financing (TIF)*. First Selectman Bowsza turned the floor over to Mr. McMahon.

Mr. McMahon reported he lives in Windsor, and has family in East Windsor. He has been in local economic development for 20 years. He became President and CEO of **Connecticut Main Street Center** two and a half years ago. Mr. McMahon indicated Connecticut Main Street Center (CMSC) is a statewide non-profit organization which works to bring investment and vibrancy to downtown neighborhoods in various sized communities throughout Connecticut. He gave as examples Coventry has a Village District, Windsor has First Town Downtown, which has its own non-profit organization, in Hartford they work with the Hartford Business Improvement District. Many of the issues and themes and approaches to economic development cover all of those bases. The national Main Street Movement includes over 2,000 communities across the country that work through this specific approach – called the Four Point Approach – to revitalization.

Mr. McMahon indicated that one of the approaches is *Education and Training* for Planning and Zoning professionals, including the Town Planner, the Economic Development Commission, the CEOs, the Planning and Zoning Commission, and other commissions, which includes networking opportunities for the people to see the opportunities with other Downtown communities. The communities give a presentation and a walk-through of their area, and the local people bring those ideas back to implement in your town.

Mr. McMahon indicated they also do advocacy at the State level. They were part of a coalition which included Economic Developers and Town Planners throughout the state, Pullman & Comley, the Law Clinic at Yale, and The Connecticut Main Street Center which got the State to create the municipal option for *Tax Increment Financing (TIF)*, and to develop changes to the approval process for TIFs. They are returning to the Legislature about pedestrian safety issues and reducing speed limits on local roads.

Mr. McMahon suggested the Main Street first approach to revitalization is *organization*. Who's driving the bus locally to manage whatever section of the community you want to have managed? As an example, in Windsor they have a non-profit devoted to the downtown area; other communities have someone on staff. The bottom line is regarding the day to day process – who can someone go to who has jurisdiction over the things happening in that area?

With regard to East Windsor, Mr. McMahon suggested Broad Brook and Warehouse Point could rise to the level of a downtown, mixed-use, walkable area.

The second element of the four point approach is *design*, which is related to how the buildings look, and their proximity to the sidewalks and parking lots. Are the buildings close to the sidewalks to encourage walking within the community? Do you have enough parking and signage directing people to public parking areas? Do you have a gateway sign directing people to the downtown area?

Mr. McMahon suggested the third approach is *promotion* – plan events within the area, run sales to draw people to the area to support the small businesses located within the district. Mr. McMahon suggested the community should consider more mixed used development, which incorporates both business and residential uses.

Mr. McMahon indicated *economic vitality* is the fourth approach – who is your market, who can you attract to your town? What are the traffic counts on local roads? If you have buildings that have been vacant and underutilized what's the challenge? What sort of resources need to come to the table to find a way to get those buildings back into a productive use generating income, and, hopefully, providing jobs.

Mr. McMachon suggested there are a lot of tools in the State of Connecticut, but there's no clearing house of that information. Connecticut Main Street Center attempts to do that, to let communities know what programs are available and what agencies can assist the communities move forward.

Mr. McMahon suggested the area should include *place making*, which is a way to make the area a place where people want to linger; consider adding elements to attract people. Mr. McMahon suggested *complete streets* is a new movement which encourages bikers and walkers and transit to use the roads so the area isn't solely related to vehicle traffic. The community could consider adding crosswalk elements which enhance the pedestrian amenities.

Mr. McMahon reported the Main Street approach focuses a lot on *historic preservation*. They feel historic preservation is economic development. Mr. McMahon cited that across the country it's clear that communities that celebrate and protect and highlight historic resources drive more revenue than those who tear buildings down. Often when historical buildings are torn down the area stays that way for many years. Mr. McMahon suggested it's also a very green approach and encourages smart growth because there's energy embedded in each building; if you tear them down you're utilizing that energy that's already been put into the buildings. Mr. McMahon indicated he wasn't saying every building should be saved, but for buildings that have historic significance and you can find a new use for it's a great way to go.

To investigate what the community wants Mr. McMahon suggested you can do focus groups, and charettes, and then develop a strategy; some communities go with a market analysis. Mr. McMahon referenced strengths, weaknesses, opportunities, and threats – those are things that should be considered. With regard to goals Mr. McMahon suggested that generally communities that have an action plan that they update regularly do better than those that do nothing. East Windsor has a Plan of Conservation and Development (POCD) that guides the town for 10 years; Mr. McMahon recommended people read it to guide the town in its development. Many discussions were held, public input was taken, staff put a lot of time and energy into putting it together; Mr. McMahon suggested it should be reviewed from time to time to gauge our progress.

Mr. McMahon suggested information on Connecticut Main Street Center is available on their website (ctmainst.org), Twitter, Facebook, and LinkedIn.

Mr. McMahon suggested that once a community decides it wants to develop a specific area one of the ways to accomplish that through Connecticut Main Street Center is via Tax Increment Financing (TIF). Mr. McMahon cited that in 2015 Connecticut Main Street Center got legislation approved to provide municipal Tax Increment Financing, which had previously only been available for private developers. Now it's totally up to a community if you want to create a TIF District. Mr. McMahon clarified Tax Increment Financing is not a new tax. A town can adopt a district of one, or more properties - he noted Suffield has the Town Center Village District, Windsor Locks has three districts – The Main Street TIF District including 40 properties, the Town Center TIF District which includes the new sports complex being developed on Route 20, and Governor's Station on Route 75. Mr. McMahon noted a community can't have more than 10% of the taxable real estate within a TIF district; personal property doesn't come into play. The money that's being generated today continues to go back into the General Fund; that's important because all of the money that's going for all of the different services you're already doing is going to continue to go where it's going. Mr. McMahon indicated that the thought process behind TIF is that it's going to encourage new development in a specific area of your community that you want to focus on, and when there's an increase in value the Town can determine, or capture, a portion of that and have it go right back into the district and be reinvested or reutilized for projects within the district. And the part that's not captured goes into the General Fund. Mr. McMahon indicated while some communities choose to reinvest 100% back into the district, many communities allocate50% to reinvest into the district and 50% to go into the General Fund. Mr. McMahon suggested the districts can be for a village, or a downtown area, an industrial area, or a mixed use area; he gave examples of various communities that have developed TIF districts.

Mr. McMahon suggested the revenue realized from the TIF district can be used to pay as you go for capital improvements and community and economic development programs. Improvements can be streetscapes, or a public park to make the area more attractive, or enhancing facades of public buildings, or a small business loan program, or marketing. It feeds off itself; the TIF can be for a up to a 50 year commitment; many communities do 20 to 30 years.

Mr. McMahon suggested the revenue from the TIF district can also be used to pay back a bond for road improvements, or utilities. Mr. McMahon suggested that most communities currently say they don't intend to use the TIF money for a bond but they reserve the right to do so.

Mr. McMahon reported that under *Credit Enhancement Agreement (CEA)* the private developer brings the project to the Town and the community chooses a portion of the revenue to be paid back. It's different than a tax abatement; it's not a developer handout; the developer must sign papers and must show to the town how they couldn't go forward with the project without this allocation of funds. The projects could be for redevelopment of brownfields, or asbestos, or significant engineering costs associated with the proposed project. First Selectman Bowsza questioned that if the community develops the TIF district (Tax Incentive Financing District) do you have to designate which of those three things you're going to use it for? Mr. McMahon indicated the Town creates the TIF Master Plan and says what you intend to do with it; he noted it's a plan that can be massaged along the way. First Selectman Bowsza questioned that you could mix and match along the way? Mr. McMahon replied affirmatively.

Mr. McMahon noted that the only Credit Enhancement Agreement that he was aware of in Connecticut was used to develop the Montgomery Mill in Windsor Locks. It was a \$63 million project which converted the mill into 160 mixed income apartments; the Town gave a 10 year 50% rebate to the developer for that property, not the whole district. The developer went to the bank with the agreement, which was \$1 million over 10 years, and got \$700,000 today that went into the construction of the project.

Mr. McMahon cited the following requirements to establish a TIFD:

- 1) Determine the boundaries of the district
- 2) Develop a Master Plan essentially a business plan reflecting how the community will utilize the TIF district revenue. Deputy First Selectman DeSousa questioned if a Town has a TIF district and a private developer purchases a building within the TIF district for the Town, could the community use the TIF district on a building that's being funded by a private entity? Mr. McMahon suggested the Town could use the Credit Enhancement Agreement (CEA) to help the private developer, but the Town would create criteria to warrant that consideration perhaps a threshold of a \$500,000 or a million dollar investment. Mr. McMahon suggested the projects under consideration should be transformative or catalytic for the community.
- 3) The Master Plan is referred to the Town's Planning and Zoning Commission for review of compatibility and compliance with the POCD.
- 4) The Town must hold at least one Public Hearing which is properly noticed.
- 5) The Master Plan must then be adopted by the legislative body of the community the Town Meeting for East Windsor.

Mr. McMahon reported that Windsor Locks was the first community to establish a TIF district, which produced \$230,000 TIF revenue — mostly from the Montgomery Mill project.. That revenue was used for:

A. Micro-business Loan Program

B. A study of a public market next to the train platform

C. A hydrology study of their brooks and streams which would benefit the TIFD

Mr. McMahon suggested the Legislation suggests the community creates an advisory body or utilizes an existing board or commission, to make recommendations on the use of the TIF revenue. This advisory body would include members or representatives of the Conservation Commission, the Economic Development Commission, the Planning and Zoning Commission, the Board of Finance, and the Board of Selectmen; that advisory body then makes recommendations to the Board of Selectmen, which makes the ultimate decision regarding the establishment of the TIF district.

Mr. McMahon reported the TIF budget goes along with the Town's annual budget process. You will make recommendations for what the TIF district money will be spent for. The TIF money can be used in one year, or built up over multiple years to fund a larger project. There will be a line item on the Town's referendum for the TIF district revenue and its use; the decision on the TIF district revenue use will go through the Town's regular budget process.

Mr. McMahon suggested he felt the TIF district is such a flexible tool; it gives the community a lot of opportunities to laser focus attention on a specific area of the community. He noted that people not living in the area of the TIF district might question the benefits of creating the TIF district. Mr. McMahon indicated that most communities want a strong downtown or a strong village; it's a public policy decision. If it's on an industrial area the investment on that TIF district would help the tax base and pay for other programs. First Selectman Bowsza suggested that if the Town created a TIF district for a designated purpose for a time certain, after that time all of the revenue goes back into the General Fund? Mr. McMahon responded affirmatively. First Selectman Bowsza questioned if the Town wanted to create an industrial park, as an example, the Town establishes the TIF district, as the revenue generates it pays for that project, and at the sunset of that district all of the proceeds becomes 100% revenue going to the General Fund. Mr. McMahon concurred, noting that the original plan could also be extended a few years, by reapproval via a Town meeting, to continue unfinished work.

Selectman Baker questioned if anyone has looked at the effect of these TIF districts on the Grand List of the communities who have established them? Mr. McMahon suggested there's a proven benefit in the Montgomery Mill Project. That became a catalyst for the downtown redevelopment — Windsor Locks is getting money for streetscapes, there's also private sector interest in the area around the future train platform. Or in New Britain, where almost all of the downtown is a TIF district, there's new multi-family development constructed near the FastTrak, station, and you're seeing a lot of under-utilized buildings being revitalized; they've created about \$400,000 in TIF district revenue that the city is deciding what they'll use it for. Mr. McMahon felt that a lot of the economic development is built on the momentum of these TIF districts.

First Selectman Bowsza indicated Mr. McMahon would take questions from the floor.

Public Participation:

Paul Anderson, 89 Main Street, Broad Brook: Mr. Anderson questioned Mr. McMahon how he fits in with this proposal – you set the seed by coming here; do you continue to work with us if we decide to go with this concept? Mr. McMahon reported Connecticut Main Street Center has 80 member communities across the state. There's an annual general community membership fee; member communities can come to their educational programs and networking events; they would be going to the State Legislature on items related to downtowns. If Connecticut Main Street Center were asked to become involved in the establishment of a TIF district that involvement would be established by a contract based on the parameters of the work. Mr. McMahon reported they did that for Enfield for the area of Thompsonville and the area around the mall that was vacant; they also worked with Old Saybrook on Mariners Way along Route 1. Depending on Town staff capabilities Connecticut Main Street Center would either review a staff prepared Master Plan, or Connecticut Main Street Center could prepare a Master Plan and assist to bring the Master Plan to the Planning and Zoning Commission, and the Town Meeting.

Bob Lyke, 80 Main Street: Other than being a phone call away, we're all volunteer commissioners that would make up this advisory group; we would have to contract for your services for professional oversight; how is that funded – would it be an added appropriation? First Selectman Bowsza suggested there would be a budget for the TIF district. First Selectman Bowsza questioned Mr. McMahon if the Town contracted for advisory services around the establishment of a TIF could the Town use the revenue generated by the TIF to pay for that? Mr. McMahon indicated that had been done but generally the TIF revenue doesn't come into play for a couple of years. You could pay it up front with the intention of paying yourself back.

Mr. Lyke questioned if Connecticut Main Street Center has anything to do with CRCOG (Capitol Region Council of Governments)? Is there anything they could do on a town sharing basis? Mr. McMahon indicated Connecticut Main Street Center considers CRCOG a significant partner, although they work on different things. CRCOG's shared services might be on transportation related funding projects, so they're really a stand-along organization. We do interact with CRCOG on their regional Economic Development Plan; Mr. McMahon indicated he's a member of the advisory board for that issue. Mr. McMahon reiterated while they do partner with CRCOG, it is a separate entity.

Mr. McMahon reported Connecticut Main Street Center was actually started in 1995 by CL&P; they rolled us off as a non-profit organization in 1999. They continue to support them as Connecticut Main Street Center offices are located in the Eversource building in Hartford. Mr. McMahon reported that the Department of Economic and Community Development is also another founding sponsor. Mr. Lyke questioned if Connecticut Main Street Center is a 501.3.c? Mr. McMahon replied affirmatively.

First Selectman Bowsza queried the audience for additional comments; no one else requested to speak. First Selectman Bowsza thanked Mr. McMahon for joining the Board this evening.

(See Attachment B regarding Connecticut Main Street Network)

MOTION: To GO BACK to the posted Agenda order.

DeSousa moved/Baker seconded/DISCUSSION: None

VOTE: In Favor: DeSousa/Baker/Muska/Nordell

(No one opposed/No abstentions)

UNFINISHED BUSINESS/A. Broad Brook Mill Update:

Jessica Bottomley, (Main Street, Broad Brook)/Chairman, Broad Brook Mill Site Remediation Committee (BBMSRC), joined the Board. Ms. Bottomley acknowledged Committee members Tom Talamini, and Town Engineer Norton, in the audience.

Ms. Bottomley summarized the work of BBMSRC for the new Board. Ms. Bottomley reported that when the Committee was started many of the members didn't know what they were getting into; the purpose of the Committee is to look into the Broad Brook Mill and to see if United Technologies/Collins Aerospace had a plan in place for the site. They found that Collins Aerospace did have a plan which went to DEEP; the plan included:

- Put a cap and 2 feet of soil over the coal ash over most of the site
- Take the heavy contaminants/carcinogens and move them to a contamination pile to be located behind the Congregational Church
- Demolish the original Broad Brook Mill building, which is on the National Register.

Ms. Bottomley indicated the Committee didn't like that plan as it would leave the site a vacant lot, which isn't in the best interest of the town. The Committee developed a relationship with United Technologies/Collins Aerospace via regular meetings over a period of a year, followed by many calls between Martin D'Eramo and Andy Hoffman on an almost weekly basis. They also had a meeting with DEEP, and communicated with multiple groups throughout the State, the Brownfield Initiative, UCONN to gather information, and they also spoke with Windsor Locks to find out how they made the renovation of the (Montgomery) Mill work.

The BBMSRC also had their own consultant look at the site who identified areas of concern, and had a structural engineer look at the building as well. The building was found to be structurally strong and can be renovated for reuse. The response of UTC/Collins Aerospace at that time was somewhat favorable as they patched a hole in the roof of the Mill building. They locked down a cost to remove the contaminants to be \$140,000. They (UTC/Collins Aerospace) then said they recognized the BBMSRC didn't want the pile of contaminants to stay or for the Mill building to be knocked down, if they could find a developer they would remove the contamination and make the building ready for development by cleaning out the mold. Ms. Bottomley noted the Broad Brook Mill Committee suggested holding working meetings with the UTC/Collins Aerospace development team to move the plan forward. At some point, for reasons unknown, the communications have diminished, and has now ceased. Ms. Bottomley indicated Andy has

gotten no responses to his calls to Martin D'Eramo; that communication stopped sometime in November.

Ms. Bottomley questioned where the Town wants the Committee to go at this point? She wanted to remind everyone, there's still much that UTC/Collins Aerospace must do to initiate their plan. Whatever plan Collins Aerospace has must be approved by the DEEP; they need to hold a public meeting to present that plan. They also need to have a Section 106 Meeting because the Mill is on the National Register of Historic Places; they can't just tear it down. The public, and the Town, and the BBMSRC can comment on the plan and what happens on the site. Ms. Bottomley also noted a lot of Federal money is involved in this project.

Ms. Bottomley questioned how the Towns want to proceed? She suggested, playing off of Mr. McMahon's comments, this is the center of the village of Broad Brook just waiting for good development. In a perfect world as a Committee they could move forward with a plan; there's nothing stopping the Town from finding someone who would buy the site from UTC/Collins Aerospace and develop a downtown plan. Ms. Bottomley acknowledged it makes the project harder, but it's not impossible. She noted the site is right along the brook, there's beautiful water, it's in the center of Broad Brook. Mr. McMahon talked about parking. There's a lot of opportunities and grant money because the Mill is on the National Register of Historic Places, it's a brownfield which opens up other grant opportunities

First Selectman Bowsza questioned Mr. McMahon if, in the establishment of a TIF district, do the parcels have to be contiguous? Mr. McMahon replied they do. First Selectman Bowsza questioned if it was conceivable that a TIF could be drawn to include the Broad Brook Mill and the Warehouse Point Village? Mr. McMahon agreed that it could. First Selectman Bowsza questioned that it would be all one TIF with the money parked for those two areas? Mr. McMahon concurred.

Mr. McMahon indicated he hadn't talked with Collins but had attended one of the Broad Brook Mill (Site Remediation) Committee meetings. Mr. McMahon indicated that mills resonate with people; every time they talk about a Connecticut mill rehab on LinkedIn he gets comments from people far away. He suggested some of the things to consider are - could it be used for residential because that affects the marketability. If not, you'd have to consider other uses could it be used as a business incubator? You also need to really understand the scope and cost of the contamination. Mr. McMahon indicated if the community that says this is important to us and we want to have something done, and that has strong leadership - that's how these things happen. If you just roll over they'll take the path of least resistance. The conversion of the Montgomery Mill was a monumental effort which took into consideration the Department of Economic and Community Development, CHFA, the Department of Transportation, DEEP; without getting all those agencies together that project would never have happened. Mr. McMahon suggested in this case you have DCED involved because the Broad Brook Mill is on the State Historic Register. DEEP is also involved because of the contamination. Mr. McMahon felt it would be beneficial for the Town leaders to call a meeting of the State agencies and, hopefully, the private owner, and if you do a TIF there maybe ways that you have skin in the

game to make this all come to a positive resolution for the town. Mr. McMahon suggested if everyone googled Broad Brook and saw the configuration of where the Mill is to the rest of the Main Street area you could see the connectivity.

Mr. McMahon indicated that the other thing that resonates with people is water – water features; for whatever reason we, as people, want to be near water. You have the brook going through the site. Today it has a chain link fence but if you dressed that up and made it so it was an attraction instead of a place to stay away from, think what that could do for the future of Broad Brook and the entire center – it could be a potential gathering place.

First Selectman Bowsza asked Town Engineer Norton for his thoughts. Town Engineer Norton felt Collins Aerospace will not allow residential development and won't clean up the site to that degree; they'll be responsible for that site because the pollution was their fault. Town Engineer Norton reported they seemed to be making progress; they had meetings with DECD, Collins Aerospace, and lawyers but nothing came of it; he feels they've lost interest in it. It's their property; if they get approval from DEEP they'll do what they want.

First Selectman Bowsza suggested in previous correspondence they talked about having continuing contact with the Town and that's not happening. Tom Talamini, also a member of the BBMSRC, reported Collins was to come up with a "term contract" and that never happened.

First Selectman Bowsza suggested the two conversations held this evening seem to dovetail. Deputy First Selectman DeSousa indicated she needs time to think about this option. She suggested if the Town keeps the building and blends it with the dam she sees potential for a district; she felt there are opportunities as Mr. McMahon discussed. Selectman Baker felt the Town needs to get the State involved to see what Collins Aerospace is doing.

Ms. Bottomley reported both reports provided for the Committee are available on the Town website.

UNFINISHED BUSINESS/*B. Warehouse Point Fire District:

*Any starred items will not be discussed but will remain on the agenda pending receipt of additional information.

NEW BUSINESS/A. Presentation on Main Street Center including Patrick McMahon:

See discussion above.

NEW BUSINESS/B. Discuss and Approve Chronicle Media and the East Windsor Guide:

First Selectman Bowsza reported that during the recent campaign people said they wanted to see more communication. He noted this Board uses social media but not everyone uses that. Tolland uses a newsletter to communicate with residents; they have an agreement with The

Chronical which operates out of Willimantic. The Town would do articles and lists activities, like sports sign-ups and other events, and does the postage and distribution. First Selectman Bowsza cited several communities who currently contract with The Chronicle. We could do a one-time publication to gauge the response; the cost would be \$3500 to reach 4500 families. (See Attachment C)

Selectman Muska thought it was a good idea but questioned if the payment would be charged in this budget cycle, and where would it come from? First Selectman Bowsza felt money would be available; it wouldn't be an added appropriation.

Selectman Nordell questioned who would be the contact person for the Town? First Selectman Bowsza suggested either the First Selectmen's Office, or Melissa Maltese of Community Services would be the Town contact. He suggested the point of contact would aggregate the information and be the pipeline to The Chronical staff person.

Deputy First Selectman DeSousa questioned the duration of the contract? First Selectman Bowsza reiterated the Town could do one year or one issue. He noted he had done a similar project for the Department of Agriculture and it was wildly successful; he felt the cost of the advertisements would cover the cost of the contract.

MOTION: To AUTHORIZE the First Selectman to enter into a contract with Chronical

Media, LLC for publication services.

DeSousa moved/Baker seconded/DISCUSSION: None

VOTE:

In Favor:

DeSousa/Baker/Muska/Nordell

(No one opposed/No abstentions)

MOTION:

To TAKE A FIVE MINUTE RECESS at 8:25 p.m.

Baker moved/Muska seconded/DISCUSSION: None

VOTE:

In Favor:

DeSousa/Baker/Muska/Nordell

(No one opposed/No abstentions)

First Selectman Bowsza RECONVENED the Meeting at 8:29 p.m.

NEW BUSINESS/C. Review and Approve Memorandum of Understanding between The Connecticut Department of Emergency Services and Public Protection (DESPP) Regarding the Connecticut Land Mobile Radio Network:

First Selectman Bowsza referenced <u>Attachment D</u>, suggesting this is a pro forma action to initiate an agreement for the Connecticut Land Mobile Radio Network which connects fire departments across the state. Jim Barton suggested this is the new radio system the Police Department put in; the fire departments and emergency management use this system. Mr. Barton suggested signing this agreement gets our foot in the door; the Town isn't bound by anything.

Selectman Muska questioned if anyone had contacted the Police Department regarding entering into this agreement. The consensus of the Board was to table action until taking input from the Police Department.

MOTION: To TABLE discussion of the Memorandum of Understanding between The

Connecticut Department of Emergency Services and Public Protection (DESPP) Regarding the Connecticut Land Mobile Radio Network until the

Board's next meeting.

Muska moved/Nordell seconded/DISCUSSION: None

VOTE:

In Favor:

DeSousa/Baker/Muska/Nordell

(No one opposed/No abstentions)

NEW BUSINESS/D. Review and Approve Memorandum of Agreement between The Regional Collaboration Subgrant for 2019 Homeland Security Grant:

First Selectman Bowsza indicated this agreement gives CRCOG opportunities for grant money, and, depending on the issue, it could benefit East Windsor in other ways. This agreement must be signed because the CEO has changed. (See Attachment E)

MOTION:

To ENTER INTO THE MEMORANDUM OF AGREEMENT with the

Capital Region Council of Governments and authorize the First Selectman to

do whatever action is necessary to accomplish this.

DeSousa moved/Muska seconded/DISCUSSION: None

VOTE:

In Favor:

DeSousa/Baker/Muska/Nordell

(No one opposed/No abstentions)

NEW BUSINESS/E. Establish and Appoint DPW Labor negotiation Team:

First Selectman Bowsza reported the Town has received a demand letter to start negotiations with the Department of Public Works Union. The Board needs to appoint a representative to the team. Members of the team currently include Town Engineer Norton, a member of the Board of Finance, and First Selectman Bowsza.

Selectman Nordell expressed an interest in serving as the Board's representative but cited he may have conflicts with scheduling of meetings on some occasions. First Selectman Bowsza felt he could assist Selectman Nordell as needed.

MOTION: To APPOINT Charlie Nordell to the DPW Labor negotiation Team.

Muska moved/Baker seconded/<u>DISCUSSION:</u> Deputy First Selectman DeSousa volunteered to assist Selectman Nordell if he has schedule conflicts.

VOTE:

In Favor:

DeSousa/Baker/Muska/Nordell

(No one opposed/No abstentions)

NEW BUSINESS/F. Town Government Budget Proposal:

(See Attachment F)

First Selectman Bowsza presented a summary of the proposed Town budget, which is currently under review. He noted there are two ways to decide how a Town spends its money, either by department, or by category. First Selectman Bowsza's recommendation is by department. He presented a PowerPoint presentation, which is briefly summarized below.

Budget review by department:

Administration:

The Selectmen's Office, the Town Clerk, the Treasurer, the Tax Assessor,

the Tax Collector, the Town Planner, the Building Department, and the

Registrar of Voters.

Public Safety:

The Police Department, Emergency Management, Communications, and

Fire Service.

Infrastructure:

The Department of Public Works, Town Property, and Roads.

Community Services:

Social Services, the Senior Center, Parks and Recreation, and

Library funding.

General Government:

Activities and Fees, Boards and Commissions, the Contingency

Fund, Information Technology, Insurance, Pensions, Legal Services, Benefits, and Sanitation. *General Government*

comprises 34% of the budget.

Debt Services:

First Selectman Bowsza suggested Debt Services is self-explanatory.

Capital Improvements:

See comments below under discussion of budget by category

Budget review by category:

Salaries:

Full time staff, Part time staff, Overtime, Longevity, Training, Stand-by pay, and

Contingency. Salaries represents 40% of the proposed budget.

Benefits:

Insurance, Benefits, and Annuities. Benefits represents 21% of the proposed

budget.

Facilities:

Town property expenses.

Contracted Services: Radio and Dispatch costs, Physicals, Vehicle Gasoline, Cleaning Products,

Activities and Fees, Legal Services, Liability, Auto and Property Insurance, IT costs, Part-time help for Registrars during elections, Recording Secretaries, Professional Services, Newspaper Ads, Education and Dues, Leased Equipment, Community Outreach, Media Cards, Youth Services Bureau, Dog Fund, Uniforms, Police Department Vehicle

Maintenance, and Equipment Maintenance. *Contracted Services* presents

19% of the proposed budget.

Supplies and Equipment: Salt and Sand, Site Improvements, Supplies and Equipment, Travel

Expenses, General Assistance, Evictions and Ejections, and Senior Center Equipment. *Supplies and Equipment* represents 2% of the

budget

First Selectman Bowsza referenced the graph pages of the PowerPoint presentation regarding spending over time which reflect the status of the trends. Please refer to <u>Attachment F</u> for detailed information regarding spending trends.

First Selectman Bowsza made the following comments:

Administration: Department heads requested \$1,662,172, or 9.6% in spending increases;

First Selectman Bowsza is recommending a spending increase of

\$1,553,890, or a 2.4% increase.

Public Safety: First Selectman Bowsza had originally included funding of \$667,000 for

the Warehouse Point Fire District but that increased the budget request to

13%; for that reason he has removed that funding at present. First

Selectman Bowsza noted the overall spending increase for Public Safety is 1.99% but does not include the two years the Police Department has been out of contract. The salary amount for the Police Department will reflect

an adjustment when the contract is ratified.

Infrastructure: First Selectman Bowsza suggested this category has remained relatively

static over the past couple of years. The budget request represented a 12%

increase in spending; First Selectman Bowsza's recommendation is a 3.8%

increase.

Community Services: This is another area that's remained relatively static over time. The

budget request increased spending 7%; First Selectman Bowsza's recommendation is 5.3% which was driven primarily due to additional

support for both libraries.

General Government: First Selectman Bowsza cited this is the only budget line in which the

recommended spending is higher than the requested spending. Trash

collection is anticipated to increase by 7%, the Town may be looking at a 25% increase in healthcare costs, the Town's actuary has recommended that the Town adjust its mortality table and its interest rate assumptions. First Selectman Bowsza indicated he and Treasurer O'Toole are reviewing options for cost savings.

Capital Improvements: First Selectman Bowsza noted the CIP Committee has recommended

expenditures of \$1,579,978 for a spending increase of 58%; First Selectman Bowsza's recommendation is a 1.94% spending increase.

Debt Services:

First Selectman Bowsza noted this line reflects the Town maintaining its current debt obligation plus 2%. This allows the Town to pay their outstanding debt on time and preserves the Town's ability to borrow over time as existing debt expires. First Selectman Bowsza suggested that maintaining sufficient space in this budget is the only way the Town can bond.

First Selectman Bowsza then explained proposed budgeting for the following new initiatives:

- To address voters concerns regarding increased communication First Selectman Bowsza is budgeting money for the community newsletter
- First Selectman Bowsza is repurposing money previously allocated to the Economic Development Commission for engagement with the Connecticut Economic Resource Center (CERC). First Selectman Bowsza indicated his office will be active in economic development initiatives; centralizing that money in the First Selectmen's budget seemed to be a more natural place rather than in a commission budget. First Selectman Bowsza noted he has included money in the First Selectmen's budget for an annual membership in Connecticut Main Street Center; that information was omitted in this slide.
- First Selectman Bowsza indicated he has included the addition of a facilities maintainer at the Department of Public Works. He suggested this is a cost efficiency request; currently the same person that does bid solicitation and manages large scale projects also changes light bulbs. The new position would be paid two-thirds of the salary of a manager, it would allow this new person to do maintenance work and allow the manager to do higher level work.

First Selectman Bowsza indicated that the final slide shows the requests that were cut from the department budgets, the departments that those requests were made by, what the intended use of the request was, the savings per item, and the overall total savings from what was submitted to him. First Selectman Bowsza indicated he cut \$1.6 million from the budget requests; the total Town side of the budget is approximately \$17 million.

First Selectman Bowsza reported the Budget Workshops begin Monday evening. All department heads are welcome to attend to make a case for the items which were cut.

NEW BUSINESS/G. Tax Refunds:

MOTION: To APPROVE Tax Refunds in the amount of \$1,557.35 as identified under

Tax Refund Report dated February 4, 2020.

Nordell moved/Muska seconded/DISCUSSION: None

VOTE: In Favor: DeSousa/Baker/Muska/Nordell

(No one opposed/No abstentions)

SELECTMEN COMMENTS AND REPORTS/A. Jason Bowsza:

(See Attachment G)

SELECTMEN COMMENTS AND REPORTS/B. Marie DeSousa:

(See Attachment H

SELECTMEN COMMENTS AND REPORTS/C. Charlie Nordell:

(See Attachment I)

SELECTMEN COMMENTS AND REPORTS/D. Sarah Muska:

(See Attachment J)

SELECTMEN COMMENTS AND REPORTS/E. Alan Baker:

(See Attachment K)

PUBLIC PARTICIPATION:

Paul Anderson, 89 Main Street: Regarding the discussion of the Mill, Mr. Anderson reported they did an extensive review of the original plan from Collins, in which it speaks of the cap for the contaminated material. People have been speaking of 2 feet, it's actually up to 2 feet, it could be 2 inches. When they do whatever is approved they're done, unless a problem arises and the Town is left with what's left. It's important that the serious hazardous materials get removed; DEEP has said the preliminary plan is ok. Mr. Anderson wants people to understand that.

Bob Lyke, Rye Street: Mr. Lyke indicated that with regard to the EDC (Economic Development Commission) he couldn't contain his exuberance because of the availability of sewer capacity for the WPCA. Mr. Lyke reported the EDC recently met, and elected a Chairman – Gil Hayes; he reported the EDC still has 2 vacancies on the Commission. Mr. Lyke invited

everyone to attend the EDC's next meeting. Mr. Lyke also spoke of the Commission's intention for the soft opening of the EDC webpage on the Town website.

<u>Tom Talamini, 23 Rice Road:</u> Mr. Talamini reported it would be nice to have extra copies of the community outreach newspaper available at Geissler's, or the Town Hall. First Selectman Bowsza noted the agreement indicates they will provide 300 to 500 extra copies.

<u>Kate Carey-Trull, 28 Folkstone Road, Broad Brook:</u> Ms. Carey-Trull reported an East Windsor student, Mark Feeney, is the Young Mentor of the Week at the Connecticut Invention Convention. She urged everyone to go online to the Connecticut Invention Convention Facebook page and vote for Mark; he could be the Inventor of the Year for Connecticut.

<u>Bill Loos</u>, <u>Melrose Road</u>: Mr. Loos noted First Selectman Bowsza had cited a 1.6% increase in the Grand List, he questioned the dollar amount of that increase. Treasurer O'Toole suggested it represented \$15 million dollars, which equates to \$410 tax dollars.

Robert Leach, 39 Church Street: Mr. Leach questioned if the Police Union and the Town met for negotiations? First Selectman Bowsza indicated they had what is called an off the record conversation to restart the labor process. Mr. Leach questioned why he wasn't included? First Selectman Bowsza indicated he didn't know Mr. Leach was on the negotiating team. Selectman Baker indicated he assumed the Police Department invited Mr. Leach. Mr. Leach indicated the Police Commission Chairman is always part of the negotiation team. First Selectman Bowsza indicated he'll talk to the Chief but will be sure Mr. Leach is added to the next meeting.

EXECUTIVE SESSION/Pursuant to C.G.S. Sec. 1-200 (6)(E), discussion of any matter which would result in the disclosure of public records or the information contained therein described in subsection (6) OF Section 1-210 – Action is possible:

MOTION:

To GO INTO EXECUTIVE SESSION at 9:25 p.m. ATTENDING the EXECUTIVE SESSION were First Selectman Bowsza, Deputy First Selectman DeSousa, Selectman Baker, Selectman Muska, and Selectman Nordell.

Muska moved/Nordell seconded/DISCUSSION: None.

VOTE:

In Favor:

DeSousa/Baker/Muska/Nordell

LET THE RECORD SHOW the Recording Secretary left the meeting.

The Board came out of EXECUTIVE SESSION at 9:48 p.m.

MOTION: The Board voted on the AppGEO Agreement.

Baker moved/Nordell seconded/DISCUSSION: None.

VOTE:

In Favor:

DeSousa/Baker/Muska/Nordell

ADJOURNMENT:

MOTION: To ADJOURN this Meeting at 9:50 p.m.

Muska moved/Nordell seconded/DISCUSSION: None

VOTE: In Favor: Unanimous

Respectfully submitted

Peg Hoffman, Recording Secretary, East Windsor Board of Selectmen

ATTACHMENTS:

- A Schedule of Board of Selectmen Budget Workshop Presentations
- B Connecticut Main Street Network.
- C Chronicle Media
- D Memorandum of Understanding between The Connecticut Department of Emergency Services and Public Protection (DESPP) Regarding the Connecticut Land Mobile Radio Network
- E Resolution Town of East Windsor FFY 2019 State Homeland Security Grant Program Region 2 Memorandum of Agreement
- F Town Budget Proposal
- G Selectman's Report First Selectman Bowsza
- H Selectman's Report Deputy First Selectman DeSousa
- I Selectman's Report Selectman Nordell
- J Selectman's Report Selectman Muska
- K Selectman's Report Selectman Baker

Bos. 2/6/2020 Attackment a.

SCHEDULE OF BOARD OF SELECTMEN BUDGET WORKSHOP PRESENTATIONS

February 10, 2020

- Police Department, Emergency Management, Police Commission
- Social Services, Senior Services, Parks and Recreation, Elderly Commission
- Department of Public Works, Sanitation, Town Property, Roads, IT, Building Commission

February 17, 2020

- Veterans Commission
- American Heritage River Commission
- Cemetery Association
- Registrar of Voters
- Agriculture Commission
- Conservation Commission
- Selectman, Activities and Fees, Legal, Ethics
- Capital Improvement Planning Commission

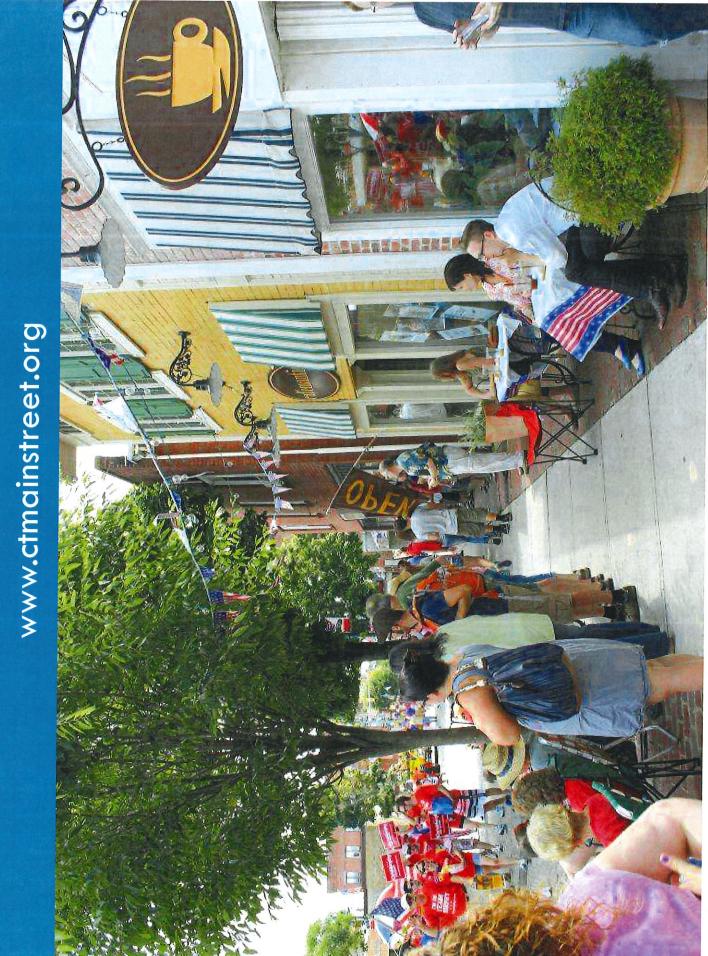
February 18, 2020

- Broad Brook Fire Department
- Broad Brook Library
- Warehouse Point Library

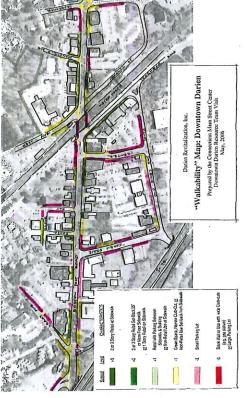
February 20, 2020

- Assessor and Board of Assessment Appeals
- Building Department
- Planning and Development, P&Z, ZBA, EDC, IWWA
- Tax Collector, Tax Revenue
- Town Clerk
- Treasurer, Board of Finance, Insurance, Pension
- Warehouse Point Fire District

BN-2/6/2000 Cettackment B







How Revitalization Works

Strategic Planning for Downtown

- Understand Your Market
- .. Develop the Vision
- SWOT Analysis (Strengths, Weakness, Opportunities, Threats)
 - 4. Goal Setting
- Work planning: Projects, resources & partners, timeline, budget
- 6. Implementation and communication





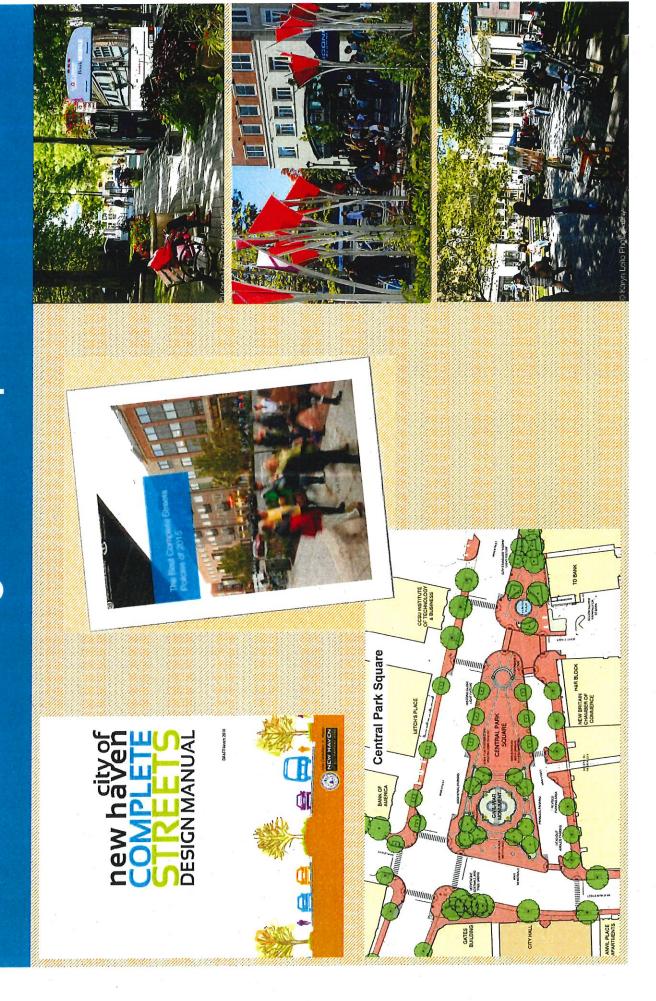
Main Street utilizes a preservation & place-based economic development strategy







Placemaking & Complete Streets



The Main Street Approach™

Organization

Restoring Civic Value

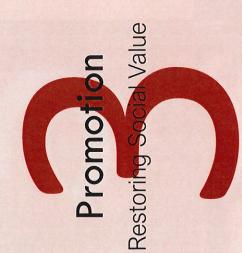
Restoring Physical Value

Design



Economic Vitality

Restoring Economic Value



The CT Main Street Network



- Research
- Networking & Info Sharing Events



- Publicity
- Success Stories











Bas- 2/6/2020 Attachment C

100

Chronicle Media LLC

P.O. Box 299 ■ 322 Main Street, Unit 1-1A ■ Willimantic, Connecticut 06226 ■ (860) 423-8466

Michael E. Schroeder President and CEO

VIA E-MAIL

January 23, 2020

Mr. Jason Bowsza Frist Selectman Town of East Windsor 11 Rye Street Broad Brook, Connecticut 06016

Dear Jason:

It was a pleasure talking with you and Melissa yesterday about the East Windsor guide. I truly believe that, working together, we an put out a first-class publication that both communicates to citizens about what the town offers and promotes what it is doing for them.

I believe we are in agreement on our mutual responsibilities to make this happen. Below is an outline of our understanding – I hope it is in sync with yours.

Deliverable

We propose to have issues of a guide containing information about the town provided primarily by the town, advertising sold by us, and produced by the Chronicle four times a year, in the hands of residents by May 7, 2020; August 1, 2020; November, 2020; and February 1, 2021. This publication would be approximately 8.5 inches x 11 inches, full color, printed on newsprint. We would provide enough copies to cover all households in the town (we estimate 4,500) and 300-500 copies for your use.

We would also provide a pdf version of each booklet for posting on your web sites and electronic distribution.

Chronicle responsibilities

The Chronicle will coordinate all advertising sales and production. We will provide collateral material for selling advertising, including a sales sheet and prototype cover. We would sell all advertising in the booklets, and work with representatives of the town to collect, edit and design all content for the book. We will arrange for printing and distribution. We would be responsible for meeting production deadlines.

We would be responsible for all costs except distribution.

We would provide a point person to manage the project – one point of contact.

Publishers of

the Chronicle

Mr. Jason Bossza January 23, 2020 Page 2

Town responsibilities

The town will provide a letter of introduction stating our relationship and promoting the publication, which would be used in the sales process. You would provide lists of prospective advertising buyers, with contact people, emails and phone numbers (most of these would likely come from the Chamber of Commerce). You would provide text and graphic information, preferably in electronic form, which would be used to create the content for the publications. You would meet agreed-upon deadlines to produce information and approve content to enable us to produce the publications to meet the schedule for distribution.

You would be responsible for the cost of distribution of each issue, not expected to be more than \$3,500.

You would name a specific point of contact who would manage the project for the town, and have the authority to provide content and sign off on all final pages.

We expect that the first issue will be about 32 pages, with 12 pages of advertising, though this may vary based on the content and the acceptance from sponsors and advertisers. We expect to charge about \$700 per page for advertising, but provide opportunities for participation into the \$50 range, with discounts for multiple-issue commitments.

Needless to say, we are excited about producing this publication for the town, and look forward to working with you, Melissa and your team in putting out a first-class product.

Please do not hesitate in getting in touch with any questions you may have.

Sincerely,

Mighel Albacel

SN-2/6/2020 Attachment D 10C

MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CONNECTICUT DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION AND TOWN OF EAST WINDSOR

AGREEMENT, made this day of , 2020, by and between the Connecticut Department of Emergency Services and Public Protection, Division of Statewide Emergency Telecommunications (hereinafter "DESPP"), acting herein by its Commissioner, James C. Rovella, having a principal business address at 1111 Country Club Road, Middletown, Connecticut, 06457, and the Town of East Windsor, acting herein by Jason E. Bowsza, First Selectman, duly authorized, hereinafter referred to as "the Town", having a principal office at 11 Rye Street, Broad Brook, CT 06016. This Memorandum of Understanding ("MOU") is intended to set forth the parties' agreement with respect to use of the Connecticut Land Mobile Radio Network (hereinafter "the CLMRN") by the Town and use by the Town of Townowned subscriber units for incorporation into the CLMRN.

WITNESSETH:

WHEREAS, DESPP maintains the Connecticut Land Mobile Radio Network (CLMRN);

WHEREAS, DESPP wishes to encourage the shared use of the CLMRN in the State of Connecticut;

WHEREAS, the Town wishes to share in the use of the CLMRN in order to efficiently improve public safety communications and enhance public safety;

WHEREAS, both DESPP and the Town believe that shared use of the CLMRN will improve public safety communications and enhance the interests of public safety within the Town's borders, while it provides such improved service at a greater value to taxpayers;

NOW, THEREFORE, in consideration of mutual covenants and conditions hereinafter stated, the parties agree as follows:

1. Effective Date and Term:

This MOU shall be effective when all parties have executed it and all required approvals have been granted. This MOU may be modified upon the mutual written consent of the parties. The initial term of the MOU shall be for five years; renewable for four additional five-year terms. Each successive term shall automatically renew, unless the parties give two years' written notice.

2. Authority to Enter into MOU:

DESPP is authorized to enter into this MOU by action of the Commissioner of the Department of Emergency Services and Public Protection under authority of CGS § 4-8.

The Town is authorized to enter into this MOU pursuant to its general powers provided under CGS § 7-148 et seq. and the Town of East Windsor Charter.

3. Town's Responsibilities:

- A. Prior to joining the CLMRN, the Town shall ensure that it meets all equipment and other requirements necessary to ensure compatibility with and protect against degradation of the CLMRN. Such equipment and other requirements shall include, but not be limited to, portable radios, mobile radios, dispatch consoles, building enhancements, antennas, cabling, backup power, recording devices and subscriber devices/units.
- B. The Town may only use DESPP-approved radios, with authorized and validated serial numbers, talk groups and radio ID's. A list of approved radios is available upon request. The Town is responsible for the programming of its subscriber units. Before programming any subscriber units, the Town shall provide a list of the radios, each identified by: vendor/service provider, manufacturer, model number, serial number, configuration, firmware release, flash version or operating version, and the template it proposes to use.
- C. In the event that the Town desires enhanced radio coverage that requires additional radio site(s), the Town shall fund the costs of procuring and equipping any such

- additional sites. Maintenance costs for any such additional sites shall be the responsibility of the Town.
- D. The Town shall purchase all portable and mobile radios for _____ Town subscribers approved by DESPP. Subsequent subscribers may be added by mutual agreement.
- E. The Town shall provide compatible dispatch consoles, if desired.
- F. The Town shall secure all necessary licensing fees for all Town purchased and maintained equipment.
- G. The Town shall fund, maintain, repair and secure reasonable upgrades to portable and mobile radios, dispatch consoles and other necessary equipment.
- H. The Town may make further upgrades during the term of the MOU, provided that such upgrades are approved by DESPP.
- I. The Town shall provide reasonable support to DESPP in managing the Town's use of the CLMRN.
- J. The Town and DESPP shall mutually agree on an initial programming template and all subsequent changes for all consoles and subscriber units.
- K. The Town agrees to hold and treat all subscriber programming information as confidential/public safety sensitive and will not release any information to any thirdparty without approval of DESPP, except as provided by law.

4. DESPP's Responsibilities

A. DESPP shall provide reasonable support to the Town for the management of the CLMRN. "Reasonable support" contemplates that DESPP will make a "best effort" as such phrase is commonly understood. This MOU does not contemplate that DESPP will provide specific state resources or service levels. Additionally, DESPP does not make any warranties, express or implied, regarding operation of the CLMRN.

- B. DESPP shall make its best effort to ensure that participation by other municipalities will not degrade performance of the CLMRN within the Town's borders.
- C. DESPP shall review requests for additional subscriber units or talk groups from the Town and consider the capacity of the overall system, the impact on system management, the desired grade of service as well as the system capacity in the geographic area of the Town when rendering a decision on the request.
- D. DESPP agrees to resolve disputes between it and the Town at the manager/supervisor level whenever practicable. Disputes that cannot be resolved at the designated manager/supervisor level shall be elevated to the level of the director of DSET or designee and the chief elected official or designee.
- E. DESPP shall be responsible for the assignment of subscriber identification numbers and assignment of talk groups. DESPP is not responsible for the programming of subscriber units not owned by DESPP.
- F. DESPP shall provide access to the CLMRN without charging a user fee or subscriber fee for the entire duration of this MOU.

5. Other Terms and Conditions:

- A. Subscriber unit coverage is not guaranteed and will vary from location to location. The Town is encouraged to conduct its own radio communications coverage test to determine the expected coverage level in its desired coverage areas.
- B. Private calling permits properly programmed radios to engage in "one-on-one" conversations. Only the initiating and target radios are able to communicate. Private calling can significantly tie up system resources. At the discretion of DESPP, certain subscriber units of the Town may be permitted to access private calling, after DESPP makes a determination of the need and potential impact to the System.
- C. System keys for programming are authorized only to the Town for the purposes as specified in this agreement. System keys are to remain in the possession of the designated Town representative(s) at all times. When not in use, system keys shall be secured. System keys are subject to audit and will be issued for one year, renewable for the duration of the agreement.

- D. The programming of unauthorized talk groups will be considered a violation of this MOU and may result in the revocation of programming privileges.
- E. The Town assumes responsibility and liability for programming of their subscribers and their proper functioning.
- F. Programming can be a complicated and time consuming process. The Town represents that those that are permitted to program radios to be used on the CLMRN have attended and successfully demonstrated competence at manufacturer-level training for the subscribers to be used on the network.
- G. The Town represents and warrants to DESPP that they have duly authorized execution and delivery of this MOU and the obligations assumed by them hereunder; that the Town shall comply with all applicable state and federal laws and municipal ordinances in satisfying their obligations under and pursuant to this MOU; that the execution, delivery and performance of this MOU shall not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following as applicable: (i) any provision of law; (ii) any order of any court or department; or (iii) any indenture, agreement, document, or other instrument to which it is a party or may be bound.

H. Executive Orders

This MOU is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices; Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings; Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, concerning violence in the workplace; Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and Executive Order No.49 of Governor Dannel P. Malloy, promulgated May 22, 2015, which mandates disclosure of gifts to public employees and campaign contributions to candidates for statewide public office or the General Assembly for state contracts valued at more than \$50,000, in accordance with their respective terms and conditions, all of which are incorporated into and are made a part of the MOU as if they had been fully set forth in it.

I. This MOU, its terms and conditions and claims arising therefrom shall be governed by Connecticut law and court decisions without giving effect to Connecticut's principles of conflicts of laws.

- J. Nothing in this MOU shall be construed as a waiver or limitation of sovereign immunity by the State of Connecticut or DESPP.
- K. This MOU contains the entire understanding between the parties hereto and supersedes any and all prior understandings, negotiations and agreements, whether written or oral, between them respecting the subject matter herein.
- L. The parties each bind themselves, successors, assigns and legal representatives with respect to all covenants of this MOU.
- M. Any notices required or permitted under this MOU shall be deemed to be given when hand-delivered or one business day after pick up by an overnight express service to the parties below:

As to the Town of East Windsor
First Selectman or designee
First Selectman's Office
11 Rye Street
Broad Brook, CT 06016

As to the State of Connecticut:

Director of Statewide Emergency Telecommunications or designee 1111 Country Club Road Middletown, CT 06457

STATE OF CONNECTICUT DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION

Date	Ву
	James C. Rovella
	Its Commissioner
	Duly Authorized
	TOWN OF EAST WINDSOR
Date	Ву
	Jason E. Bowsza
	Its First Selectman
	Duly Authorized

SW-2/5/2020 attachment E

AUTHORIZING RESOLUTION OF THE

Town of East Windsor Board of Selectmen

CERTIFICATION:

I, Jason E. Bowsza, the First Selectman of the Board of Selectmen, do hereby certify that the following is a true and correct copy of a resolution adopted by Board of Selectmen at its duly called and held meeting on February 6, 2020, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

RESOLVED, that the Board of Selectmen may enter into with and deliver to the **State of**Connecticut Department of Emergency Services and Public Protection, Division of

Emergency Management and Homeland Security any and all documents which it

deems to be necessary or appropriate; and

FURTHER RESOLVED, that Jason E. Bowsza, as First Selectman, is authorized and directed to execute and deliver any and all documents on behalf of the Board of Selectmen and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

The undersigned further certifies that Jason E. Bowsza now holds the office of First Selectman and that he has held that office since November 19, 2019.

IN WITNESS WHEREOF: The undersigned has executed this certificate this 6 day of February 2020.

Jason E. Bowsza, First Selectman

PLACE SEAL HERE (or "L.S." if no seal



FFY 2019 STATE HOMELAND SECURITY GRANT PROGRAM Region 3 MEMORANDUM OF AGREEMENT



Data Sheet

Step 1- Fill out this datasheet form to auto populate MOA document in this PDF file.

THIS DATASHEET MUST BE COMPLETED ELECTRONICALLY

Step 2-After populating the document, print out entire MOA and obtain the correct signatures as outlined by the completion checklist on the following page.

Town Information:			
Person Completing Document:	* · · · · · · · · · · · · · · · · · · ·		
Municipality Name:			, A
Town CEO Name:		0.0	
Town CEO Title (ie. Mayor):		6	

*Muncipality Name - Municipalities can enter the name as either the long or short name, for example: enter name as either "New Haven" or "City of New Haven"

Point of Contact Information:									
POC Name & Title:	1 2 2	*							
Address:			*			28			
Email:	1.4				V				
Phone:		W m			2.5	85			
Fax:		a 24							



FFY 2019 STATE HOMELAND SECURITY GRANT PROGRAM Region 3 MEMORANDUM OF AGREEMENT CHECKLIST



Please use this checklist to insure completion and accuracy of the following agreement.

Instructions for:							
Received by:							
For the MOA: ☐ A municipal point of contact been identified in Part III, Section M. ☐ The Chief Executive Officer has signed and dated the agreement. ☐ The Chief Executive Officer's name and title has been typed in the space provided.							
□ Authorizing Resolution Attached The Blanket Resolution Template includes the recommended language for the resolution. If you do not use this template, the resolution must reference the FFY 2019 Homeland Security Grant Program. No other resolutions will be accepted.							
Please note: The Fiduciary and Municipality shall complete Appendix A Custodial Ownership and Memorandum of Agreement (Appendix A), for any municipality that takes ownership of equipment purchased with 2019 HSGP funds by the REPT. (These documents are not attached to this MOA, but will be sent directly to the Fiduciary) Once complete, mail the complete MOA package to: Cheryl Assis, Capitol Region Council of Governments, 241 Main Street, Hartford, CT 06106							
Instructions for the Capitol Region Council of Governments Received by:							
Review and Signature							
 □ The Chief Executive Officer has signed and dated the agreement. □ The Chief Executive Officer's name and title has been typed in the space provided. □ The Region 3 REPT Chair has signed and dated the agreement. □ The Region 3 REPT Chair's name has been typed in the space provided. □ All of the items listed on this checklist have been completed and are correct. 							
Once complete please contact your DESPP/DEMHS Program Manager to schedule a MOA review meeting.							

DUE DATE: January 8, 2020

are not attached to this MOA, but will be sent directly to the Fiduciary)

Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2019 HSGP funds by the REPT. (These documents

MEMORANDUM OF AGREEMENT

REGARDING USE OF FEDERAL FISCAL YEAR 2019 STATE HOMELAND SECURITY GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS Region 3

L	AGREEMENT	REGARDING	THE	USE	OF	FEDERAL	HOMELAND	SECURITY	GRANT	FUNDS	TO
•	SUPPORT RE										

<u>SU</u>	PPC	DRT REGIONAL SET-ASIDE PROJECTS
Α.	Int	roduction e following facts are understood and agreed to by all parties:
		The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of, the Capitol Region Council of Governments (Fiduciary) and the Region 3 Regional Emergency Planning Team (Region 3 REPT).
	2.	DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2019 State Homeland Security Grant Program (SHSGP), Award No. EMW-2019-SS-00040. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
	3.	The DEMHS Advisory Council, through its Homeland Security Working Group, has approved the allocation formula for grant funds available under the SHSGP;
	4.	DESPP/DEMHS is <u>retaining</u> pass-through funds from 2019 SHSGP in the total amount of \$1,539,465 on behalf of local units of government, for the following seven regional set-aside projects designed to benefit the state's municipalities:
		 a. Regional Collaboration; b. Connecticut Intelligence Center/Fusion Center; c. CBRNE Detection and Response; d. Metropolitan Medical Response System; e. Citizen Corps. Program; f. Medical Preparation and Response; and g. Cyber Security
	5.	DEMHS – in coordination and cooperation with the municipalities located within DEMHS Region 3 including has created, and established bylaws for, the Region 3 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DEMHS Region 3.
	6.	is eligible to <u>participate</u> in those Federal Fiscal Year 2019 SHSGP regional allocations made through the Region 3 REPT and not included in the set-aside projects, in the amount of \$358,659.20 (and an additional \$65,000 for the regional bomb squad) for Region 3 which will be made available to the jurisdictions in Region 3 in the manner recommended by the REPT in accordance with its approved bylaws, upon execution of the grant accepted by the SAA.
В.		rpose of Agreement
	fur for de:	e SAA and enter into Part I of this MOA authorizing the SAA to act the agent of and allowing the SAA to retain and administer grant and projects listed above, and also The Capitol Region Council of Governments to provide the financial and programmatic oversight scribed below.
C.	SA	A andResponsibilities.
	Th se	e SAA agrees to administer the SHSGP grant funds of \$1,539,465 in furtherance of the ven regional set-aside projects listed above.
		agrees to allow the SAA to provide financial and programmatic ersight of the \$1,539,465 for the purpose of supporting the allocations and uses of funds under the

		2019 HSGP Omnibus MOA
	rev Init Re the	19 SHSGP consistent with the 2019 State Homeland Security Grant Application that has been iewed and approved by the federal Department of Homeland Security and supported by the ial Strategy Implementation Spending Plan (ISIP) as part of the Biannual Strategy Implementation port (BSIR) approved by the Emergency Management & Homeland Security Council, now known as DEMHS Advisory Council.
D.	Ca	pitol Region Council of Governments & Responsibilities.
	incl \$65	also agrees to allow the Capitol Region Council of Governments to vide financial and programmatic oversight of the Federal Fiscal Year 2019 regional allocation not uded in the seven regional set-aside projects in the amount of \$358,659.20 (an additional 5,000 for the regional bomb squad) targeted to member municipalities in DEMHS Region 3 and ommended through the Region 3 REPT in accordance with its approved bylaws. Such funds will be blied to specific projects developed and approved by the Region 3 REPT and DEMHS.
ÁG	RE	EMENT REGARDING CUSTODIAL OWNERSHIP OF REGIONAL ASSETS
A.		roduction e following facts are understood and agreed to by all parties:
	1.	The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of the Capitol Region Council of Governments (Fiduciary), and
		the DEMHS Region 3 Regional Emergency Planning Team (Region 3 REPT).
	2.	DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
	3.	has agreed to operate as the custodial owner of the asset(s)
		described in Appendix A, on behalf of, the region, and if necessary, the State. (Please note: If a town takes ownership of assets, the Fiduciary will assist them in completing Appendix A. The Appendix will be added to this MOA).
	4.	The parties also agree that may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2019 grant funds, as approved by the Region 3 REPT, and DEMHS, which assets will be added to Appendix A by the Fiduciary within thirty (30) days of approval by the Region 3 REPT.
	5.	The Region 3 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, resource sharing and coordination.
	6.	The Capitol Region Council of Governments (Fiduciary) has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 3 for Federal Fiscal Year 2019.
В.	Pu	rpose.
		SPP/DEMHS, the Region 3 REPT, Capitol Region Council of Governments (Fiduciary), and enter into Part II of this MOA regarding asset(s) for which agrees to be the custodial owner, and which are described in the
	apı	proved 2019 Subgrant Application and will be added to this MOA as Appendix A.

C. Agreements and Responsibilities of the Parties.

1. Definitions.

II.

As used in this MOA:

- The term "authorized training" means training that is authorized by DESPP/DEMHS.
- The term "custodial owner" means a political subdivision or tribe that has agreed to accept title and responsibility for the asset(s), subject to possible redeployment under the terms outlined in Paragraph C(4) below.
- 2. Responsibilities of DESPP/DEMHS and Capitol Region Council of Governments (Fiduciary)

		en de la companya de							
	Go	its role as SAA, DESPP/DEMHS will subgrant funds to Capitol Region Council of vernments which, as the Region 3 Fiscal Agent, will procure the asset(s) listed in their proved Subgrant Application (which will be added to Appendix A).							
3.	Appendix A. The parties agree that decisions regarding the placement of regional assets in may be made after the execution of this agreement and that Appendix A shall be completed accordingly. agrees to be bound by the terms of this agreement for any asset added to Appendix A. The parties also agree that Appendix A must be signed by the DEMHS Deputy Commissioner, the chair of the Region 3 REPT, and the Chief Executive Officer, or his/her designee, of								
4.	Re	sponsibilities of Custodial Owner understands that it is the Custodial Owner, on behalf of itself							
	and Pai	the Region, of the asset(s) which will be added to Appendix A, as may be amended pursuant to agraph C(4) above. As Custodial Owner,agrees:							
	a.	To safeguard the asset(s) in a secure location, including, for example, providing refrigeration or protection from the elements, if appropriate;							
	b.	To regularly test, use and maintain the asset(s) in working order. It is understood by the parties that trained personnel of							
	c.	To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested: under the terms of this MOA; under a mutual aid agreement, including a civil preparedness mutual aid agreement approved by DESPP/DEMHS, as required by Conn. Gen. Stat. §28-7(d); under the terms of the intrastate mutual aid system, Connecticut General Statutes §28-22a; or at any time by the State of Connecticut, including DESPP/DEMHS;							
	d.	To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested for authorized training and/or exercise;							
	e.	To maintain records of the use of the asset(s), including deployment for an actual incident or for authorized training, and to provide these records to DESPP/DEMHS as requested;							
	f	To maintain an inventory of the asset(s), including a unique tagging system (including the DEMHS logo) so that the asset(s) can be easily identified as separate from the Custodial Owner's other property, and to provide that inventory to DESPP/DEMHS as requested.							
	g.	To maintain all necessary insurance regarding the asset(s) and their use;							
	h.	To cooperate with any state or federal audit of the asset(s) and/or their use;							
	i.	To abide by the bylaws and/or procedures established under any applicable State of Connecticut or regional plan;							
	j.	That the State, including DESPP/DEMHS, does not guarantee any further funding for, or provision of repairs to, the asset(s) beyond the terms of this MOA;							
	k.	That all maintenance and operations of the asset(s) byshall conform to the manufacturer's recommendations. If appropriate,shall maintain trained personnel available to transport and supervise the operation of the asset(s). All personnel or agents ofperforming any maintenance or repair services in connection with these asset(s) shall be fully qualified and authorized or permitted under federal, state, and local laws to perform such services.							
5.	The	sponsibilities of the REPT. Region 3 REPT understands and acknowledges that, in accepting responsibility as the custodial ner of the asset(s), is furthering regional collaboration in mutual aid on behalf of all of the members of Region 3.							

		2019 HSGP Omnibus MOA
		6. Assignment of Asset(s).
		Ifdoes not comply with the requirements under this MOA, or terminates its involvement in this MOA, then DESPP/DEMHS, in consultation with the REPT Chair, may redirect the asset(s), preferably to a different town within the Region. Whenever possible, DESPP/DEMHS will provide 60 days' notice before re-assigning the asset.
III.		NERAL TERMS OF AGREEMENT APPLICABLE TO ALL PARTS OF THIS MEMORANDUM OF REEMENT
		Effective Date.
		The terms of this agreement will become effective when all parties have executed it.
	B.	Authority to Enter Agreement.
		DESPP/DEMHS is authorized to enter into this Agreement through the Deputy Commissioner of the DESPP/DEMHS pursuant to the authority provided under Connecticut General Statutes §4-8 and Titles 28 and 29. The Municipality of
	C.	Duration of Agreement. Part I of this MOA, as modified with the consent of the parties, remains in full force and effect until the end of the grant period, or any extension thereof, covered by this MOA, unless cancelled by the SAA, giving written notice of such intention at least thirty (30) days in advance. Any party may terminate its involvement with Part II of this agreement upon sixty days' written
		notice to the other parties. DESPP/DEMHS reserves the right to cancel any funding under this MOA without prior written notice when the funding is no longer available.
	D.	Amendment of the Agreement. This agreement may be modified upon the mutual written consent of the parties.
	Ę.	Litigation. The Parties agree to good faith consultation with one another to resolve disagreements that may arise under or relating to this MOA before referring the matter to any other person or entity for settlement. The

The Parties Parties agree that any disputes under Part II, Paragraph C.6 shall be resolved by DEMHS. The Parties also agree that the sole and exclusive means for the presentation of any claim against the State, including the SAA, arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Parties further agree not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

The Parties agree to indemnify and hold harmless the State of Connecticut with regard to the activities described within this MOA, and recognize that the State does not waive its right to sovereign immunity with regard to any provision of this MOA. The State of Connecticut assumes no liability for funding under the _, through the Region 3 REPT, is notified by terms of this MOA until the SAA that this MOA has been approved and executed by DEMHS and by any other applicable state agency.

G. Confidential Information

a. Confidential Information: Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DESPP/DEMHS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

b.Confidential Information Breach: Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

H. Audit Compliance.

f	through the Region 3 REPT, agrees to serve as a host or
	quipment purchased with the grant funds referenced in this MOA, then must comply with the Federal Single Audit Act of 1984, P.L.
98-502 and the Ame	ndments of 1996, P.L. 104-156 and with the Connecticut Statutes §7-396a
and 396b, and the S promulgated thereur	tate Single Audit Act § 4-230 through 236 inclusive, and the regulations nder.
	agrees that all fiscal records, if any, pertaining to the projects
shall be maintained MOA. Such records	for a period of not less than three (3) years from the date of the signing of this will be made available to state and/or federal auditors upon request.

I. Lobbying, Debarment, and Suspension.

commits to compliance with the requirements under 28 CFR Part 66 (Uniform Administrative Requirements for Grants to States); 28 CFR Part 69, New Restrictions on Lobbying; 28 CFR Part 67, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug Free Workplace (Grants); Office of Management and Budget (OMB) Circular A-87, addressing cost principles for grants to state and local governments; 28 CFR Part 70 (Common Rules for Administrative Requirements for Grants to Non-Profits); OMB Circulars A-122 and A-21 addressing Cost Principles for Grants to Non-Profit Entities and requirements included in the Department of Homeland Security Office of Grants and Training Financial Guides.

J. Executive Orders.

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning non-discrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree and abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to non-discrimination, until the contract is completed or terminated prior to completion. consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is also subject to the provision of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 adopting a zero tolerance policy for workplace violence, and as such, this contract may be cancelled terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Sixteen is incorporated herein by reference and made a part thereof. The parties agree to abide by such Executive Order. The contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or non-compliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service. This contract may also be subject to Executive Order No. 14 and Executive Order No. 49. Exective Order of Governor M. Jodi Rell, promulgated April 17, 2016, concerning procurement of cleaning products and services. Excutive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions.

K. Non-Discrimination Clause.

In accordance with Public Act 88-351, the Town agrees and warrants that, (a) For the purposes of this section, "minority business enterprise" means any small grantee or supplier of materials fifty-one percent or more of the capital stock, if any, or asset(s) of which is owned by person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Sect. 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of the section, "Commission" means the Commission on Human Rights and Opportunities. For purposes of this section, "Public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway, or other changes or improvements in real property, or which is financed in whole or in part by the State, including but not limited to, matching expenditures, grants, loans, insurance or guarantees. The Town agrees and warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group or persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut.

The Town further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the work involved: the Town agrees, in all solicitations or advertisements for employees placed by or on behalf of the Town, to state that it is an "affirmative action - equal opportunity employer" in accordance with the regulations adopted by the Commission; the Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract of understanding and each vendor with which Town has a contract of understanding, a notice to be provided by the Commission advising the labor union of workers' representative of the Town's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Town agrees to comply with each provision of this section and Conn. Gen. Stat. Sect. 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sect. 46a-56, as amended by Section 5 of Public Act 89-253, 46a-68e and 46a-68f; the Town agrees to provide the Commission of Human Rights and Opportunities with such information requested by the Commission, permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as related to the provisions of this section and section 46a-56. If the contract is a public works contract, the Town agrees and warrants that he will make good faith efforts to employ minority business enterprises as subgrantees and suppliers of materials on such public works project.

Determination of the Town's good faith efforts shall include but shall not be limited to the following factors: The Town's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

The Town shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

The Town shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation or a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer, unless exempted by regulations or orders of the Commission. The Town shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Conn. Gen. Stat. Sect. 47a-56, as amended by Section 5 of Public Act 89-253; provided, if such Town becomes involved in, or is threatened with litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation prior thereto to protect the interest of the State and the State may so enter.

The Town agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Pursuant to Public Act 89-227, as amended, as of January 1, 1991, no agency of the State of Connecticut may purchase new products packaged in or composed in whole or part of polystyrene foam if such foam is manufactured using chlorofluorocarbons (CFC). Manufacturers are required by the Act to provide information regarding the CFC content of polystyrene foam used in such products or packaging to any person selling the product who requests such information. By submitting an offer to sell to or accepting an order from the State of Connecticut the vendor certifies that no CFC are used in the manufacture of polystyrene foam contained in such products or packaging.

L. Non-discrimination on the Grounds of Sexual Orientation.

- 1. The Town agrees/warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.
- 2. The Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract or understanding and each vendor with such Town has a contract or understanding and each vendor with which such Town or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Town's commitments under this section, and to post

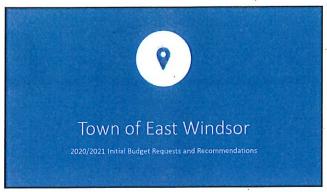
copies of the of the notice in conspicuous places available to employees and applicants for employment;

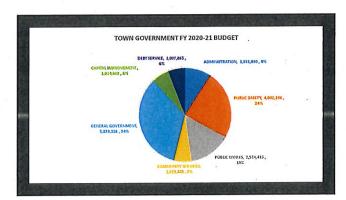
- 3. The Town agrees to comply with each provision of this Section and Sections 46a-68f of the General Statutes and with each regulation or relevant order issued by said Commission pursuant to Sections 46a-56, 46a-68e and 46a-68f of the General Statutes;
- 4. The Town agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as related to the provisions of this section and Section 46a-56 of the General Statutes.
- 5. The Town shall include the provisions of paragraph (1) of this addendum in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Town shall take such actions with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Section 46a-56 of the General Statutes; provided, if such Town becomes involved in, or is threatened with, litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

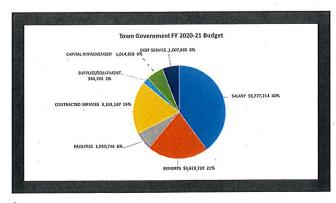
1. The Point of Contact for						
Name & Title: Deputy Commissioner Regina Y. Rush-Kittle						
Address: 1111 Country Club Road, Middl	letown, CT 06457					
Emails: regina.rush-kittle@ct.gov	Phone: 860-685-8531					
and rita.stewart@ct.gov	Fax: 860-685-8902					
2. The Point of Contact for (Please fill in the following fields)	or					
lame & Title:						
Address:						
Email Address:	Phone:					
	Fax:					
Nothing in this agreement is intended to Connecticut or with such authority, then that term shall	conflict with current laws or regulations of the State of If a term of this agreement is inconsistent be invalid, but the remaining terms and conditions of this					
Nothing in this agreement is intended to Connecticut or with such authority, then that term shall agreement shall remain in full force and NESS WHEREOF, the parties hereto have	be invalid, but the remaining terms and conditions of this effect. ve set their hands and seals on the dates written below:					
Nothing in this agreement is intended to Connecticut or with such authority, then that term shall agreement shall remain in full force and NESS WHEREOF, the parties hereto have	If a term of this agreement is inconsistent be invalid, but the remaining terms and conditions of this effect. ve set their hands and seals on the dates written below:					
Nothing in this agreement is intended to Connecticut or with such authority, then that term shall agreement shall remain in full force and NESS WHEREOF, the parties hereto have lts Chief Executive Officer	If a term of this agreement is inconsistent be invalid, but the remaining terms and conditions of this effect. ve set their hands and seals on the dates written below:					
Nothing in this agreement is intended to Connecticut or with such authority, then that term shall agreement shall remain in full force and NESS WHEREOF, the parties hereto have the Chief Executive Officer Duly Authorized	If a term of this agreement is inconsistent be invalid, but the remaining terms and conditions of this effect. ve set their hands and seals on the dates written below:					
Nothing in this agreement is intended to Connecticut or with such authority, then that term shall agreement shall remain in full force and NESS WHEREOF, the parties hereto have lts Chief Executive Officer Duly Authorized Typed Name &	If a term of this agreement is inconsistent be invalid, but the remaining terms and conditions of this effect. ve set their hands and seals on the dates written below:					
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Connecticut orwith such authority, then that term shall agreement shall remain in full force and TNESS WHEREOF, the parties hereto have less than the control of the	be invalid, but the remaining terms and conditions of this effect. ve set their hands and seals on the dates written below: Date:					

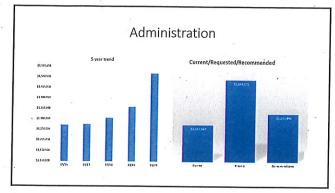
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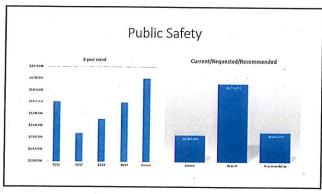
MOA	THE Region 3 REGIONAL EMERGE	ENCY PLANNING TEAM		e de la companya de
Ву:	ī		Date:	ţ
:	lts Chair Duly Authorized Typed Name:			
DEPA DIVIS	RTMENT OF EMERGENCY SERVICE ON OF EMERGENCY MANAGEMEN	ES AND PUBLIC PROTECTION NT & HOMELAND SECURITY	DN/ Date:	
Ву:			_	
	Regina Y. Rush-Kittle Duly Authorized			



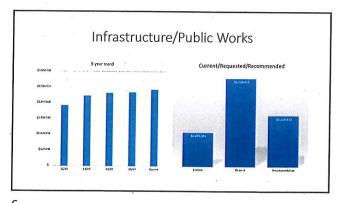




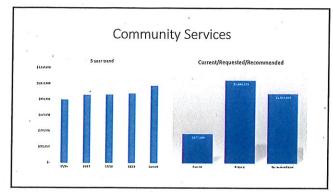


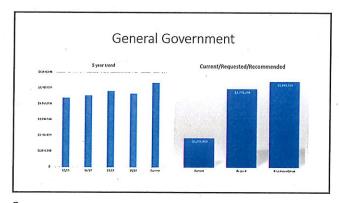


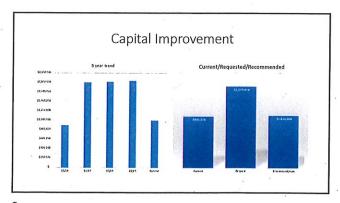
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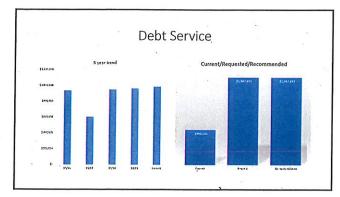


b











11



- | \$32,000]: Assessor: removed CAMA software
 | \$7,391]: Tax Collector: cut PT hours increase
 | \$57,000]: Planner: removed funding for outside contractor to review for the regulations and normalized line according to trends
 | \$17,191]: Building: removed additional part time clerk
 | \$17,192]: Social Services: removed additional part time clerk
 | \$17,192]: Social Services: removed additional part time clerk
 | \$17,192]: Social Services: removed Additional part time clerk
 | \$17,192]: Emergency Management: reduced stipend increase
 | \$30,000]: Broad Brook Fire: removed by of funding increase
 | \$327,000]: Warehouse Polarit Fire: removed funding request
 | \$320,000]: Warehouse Polarit Fire: removed funding request
 | \$100]: PDC: moved CERIC/SixeFinder request to Selectimals Office
 | \$4,300]: EDC: moved CERIC/SixeFinder request to Selectimals Office
 | \$2,000]: Cemetror Associated and the selectimals Office
 | \$2,000]: Cemetror Associated and the selectimals of t
- (\$ 20,000): Cemetery Assoc: reduced requested increase
 (\$555,310): Capital Improvement funding
 (\$1,655,052): TOTAL REDUCTION

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BN- 2/6/2020 - Atlachment G

First Selectman's Report - February 6, 2020

On January 24 Len Norton and I met with DOT to further discuss the installation of traffic control cameras along Route 5, which will reduce the congestion issues that affect the area. A total of eight intersections will see benefits from this project. The intersections that will see improvements will be Newberry Road, Thompson Road, South Water Street, Tromley Road, Phelps Road, Stoughton Road, Abbe Road and the traffic light in front of Southern Auto Auction. The cameras have been ordered and the intention is to have them installed before April 1.

Over the course of the last few weeks, my outreach to the business community has continued, including visits to the newly renovated Broad Brook Opera House (which is a truly beautiful venue) and with the Tobacco Valley Chamber of Commerce meeting on January 29.

On January 28, the Pension Board met with the Town Actuary and at her request, the board agreed to increase it's mortality assumptions and decrease it's interest rate assumptions. This brings us in line with the recommendations of the Actuary, but will impact the Actuarially Determined Contribution both this year and next.

On January 29, after the TVCC event, I toured Broad Brook Elementary School with Superintendent DeBarge. Twice now, she has been gracious with her time and more than welcoming of my visits, which I really appreciate. She's extended an invitation to members of the board to tour the campuses, and those visits will be scheduled in the coming weeks.

Following the school tour, I joined State Senator Anwar at the Senior Center for dessert and conversation with center attendees. The event was well-attended, and good questions were asked. In addition to my monthly coffees at the Senior Center, Senator Anwar said he intends to have his Dessert with the Senator sessions on a monthly basis as well.

On January 30, I visited with the Assistant Town Manager in Enfield to learn more about what Enfield has done successfully to encourage economic development, and what lessons we could learn from mistakes that they've made. I've now made overtures to municipal leadership in South Windsor, Windsor Locks, Suffield and Enfield, and am working to build a good dialogue with Ellington's First Selectman.

On February 3, we held our monthly land use departments meeting. I include mention of this staff level, internal meeting because I invited an expert in economic development, Peter DeMallie, to come as a guest. Peter shared some insights for marketing and outreach that the Town needs to seriously consider implementing, as well as workflow process improvements that can make the Town more friendly to prospective business development in town. This is a first step in shifting the way we do business to make sure we are sending a clear signal that East Windsor is open for business. This is a message that has already been relayed and reiterated to realtors and developers that I've met with in my office, and is something I will continue to stress – we want to be a partner with our business community, and we want to help it grow.

On February 4, held two events. The first was a joint public hearing with the Board of Education on the FY21 budget. We provided a thirty-thousand foot picture of what my initial proposal looks like for the Town Government budget. I did hear some feedback from a number of folks that they would have appreciated an initial look at what the Board of Education is proposing. Even if it is an initial preliminary

BOS- 2/6/2020 - Attachment H

February 6, 2020

Deputy First Selectmen's Liaison Report

First of all I would like to publicly thank the Beatification Committee for a well thought out submission to the HGTV's Hometown Takeover; especially Jillian Hubbard and Kristina Nordell . Many photo submissions were provided by the Community; Way to go East Windsor!

Shout out to The Change Company with Kari Betancourt on your Boutique Store opening on January 24, 2020. I wish you great success!

January 25 and 26 I stayed close to home in order to cover any Town emergency while First Selectman Bowsza was out of Town. Thankfully, I was not needed.

January 27, 2020 the Economic Development Commission was cancelled and rescheduled to February 4, 2020 but was unable to attend due to meeting conflicts that night.

January 28, 2020 I attended the East Windsor Housing Authority meeting. It was reported that the application for the Resident Program Funds was approved by CHFA for three gazebos, six ADA picnic tables and park benches with a grant value of \$15,000. Students from the Tri-Town Hockey Booster Club have again reached out to the resident's in assisting with snow removal of their vehicles. Commissioners LeBorious and Menard are taking an active role in the application for 501C3 with the assistance of the Pro Bono Partnership. Dzen Commercial Roofing is the selected contractor to replace the community hall roof.

January 29, 2020 I ate lunch at the Senior Center prior to dessert with First Selectman Bowsza and State Senator Anwar. Updates on local economic development plans and various state issues ranging from public health to veterans affairs were discussed.

February 4, 2020 Present at the BOS and BOE Public Hearing to hear input from the Community before the start of the budget process. Shout out to Jillian Hubbard for her cellphone video that was taken and placed on Facebook for others to see. I continued to stay for the Selectman's Informational Forum.

February 5, 2020 the Broad Brook Mill Site Remediation meeting was cancelled as they will be on tonight's BOS agenda.

Respectfully Submitted,

Marie E. DeSousa, Deputy First Selectman

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On January 25th I attended a public forum at Problem Solved Brewery with Representatives Carol Hall and Chris Davis. I was sad to see only about a dozen people at this event but great conversations and viewpoints were shared on topics like, proposed tolls, marijuana, sports betting, casinos, taxes, state aid to towns, teacher pensions, state retirements and the overall financial health of CT.

On January 26th I attended the Keep America Beautiful forum. KAB works with communities to train them in community building, safe trash collection, recycling programs and networking. They offer help with literature, grants, campaigns, website building, webinars and forums. They also keep track of trash collection and have financial programs to show how responsible trash disposal leads to dollars in the pocket of the community. It does however sound like our Beautification Committee needs to take on a new name in order to conform to the KAB requirements.

On January 20th, 27th, February 3rd and 5th I attended budget workshops as a Commissioner on the WHPFD. The department has realized the overdue need to replace it's 1st responding fire truck that is 30 years old. The other issue in relation to that is that new fire trucks are too high to fit in the bays at station 1. Financial plans have been put into place to address these problems. I am still hopeful we can come to some resolve for settling the uneven taxation issue for WHP residents who have now spent around 2.5 million more in fire services then their BB counterparts in the past 4 years.

On January 29th I was actually able to attend a Water Pollution Control Authority meeting. WPCA seems to have a great financial plan for the short and long term. They also regretfully accepted the resignation of Dave Tyler who had been a member since December of 1997.

On January 30th I attended a Rotary meeting at the Nutmeg restaurant. This dedicated group discussed upcoming projects and fundraisers they wish to pursue. As in past years they will again be supplying every 3rd grader with a personalized dictionary. They are also seeking nominations for citizen/business person of the year. I would like to thank them for

Selectman Nordell's Report 2/6/2020

hosting me and the information about their organization and upcoming projects.

On February 2 I attended the Scantic River Watershed hike that took place from Powder Hollow. It was a beautiful day and well attended. They gave lots of information on the area, river and its history.

On February 3rd I attended the WHPFD Commission meeting which Selectman Muska will report on.

On February 4th all Selectmen were in attendance at the Public Budget Forum and the Fire Services informational session. I am hopeful the BOS and BOF can work together in presenting a budget to the town that supplies the necessary services to turn East Windsor towards positive growth and services for its residents. As far as fire services go we need to continue to find solutions to fairly tax all residents of town for the great services they collaboratively offer their residents.

Upcoming events include;

February 5th and every friday at 5pm at the Wesley United Methodist church Paulines Stock Pot will serve dinner to the less fortunate.

February 10th The Selectman will hold their first Budget workshop at 7pm.

This workshop will include Police, Social Services and Public Works. These workshops give great explanations as to where tax dollars go and the costs associated with each department. A complete list of our workshops and the departments presenting are included with tonight's packet.

Now thru February 15th the TVCA Cares food drive is going on. Various locations in town like Geissler's, WHP Library, Town Hall, Windsor Federal Savings and many others have designated drop points to collect items for the 5 Corner Cupboard.

February 11th EW Senior Services is bringing back its Silver Sneakers program.

February 15th Abby's Helping Hands will host its Winter Gala.

I will be unable to attend our March 6th BOS meeting. Hopefully with enough notice we can plan accordingly.

SN-2/4/2020-Attachment

Selectmen's Report - February 6, 2020

On Saturday, January 25th, 2020 I attended the ribbon cutting at East Windsor High School, as the EWHS Booster Club presented the new electronic sign, which is proudly displayed in front of the school. This sign was funded through fundraising efforts initiated by the Booster Club and this project was completed because of the dedication of volunteers and staff over the past ten years. This will be a great way for the school system to communicate with the community.

Immediately following, I attended the legislative update at Problem Solved Brewing Company held by State Representatives Christopher Davis and Carol Hall, as they answered questions from the public and addressed issues that will affect us as individuals and as a community. Some topics of discussion were: Tolls, Education, the Casino, Paid Family Medical Leave and discussion of how Municipal Aid is dispersed to towns.

On Sunday, January 26th, 2020 Issac Nicholson, Regional Director for the Keep America Beautiful organization held a community training for the Beautification Committee and interested members of the public at the Osborn House. This was the first training in the affiliation process. Keep America Beautiful is the number one community involvement organization in the United States focused on community improvement, ending littering, improving recycling and beautifying communities. One thing that really stuck with me from the training was when Mr. Nicholson stated that this movement isn't political or about being red or blue; it's about making everything green and I think that is something that we can all get behind. I am excited to be a part of East Windsor's path to eventually becoming one of the 600 plus affiliates.

Since there were five Wednesdays in the month of January, I was pleased to be available to attend the WPCA meeting held on January 29th, 2020. I was thoroughly impressed with their willingness to work hand and hand with the town to encourage economic development and growth. I look forward to taking a tour of their facility in the Spring.

On Thursday, January 30th, 2020 I attended the Rotary Club of East Windsor meeting. I'd like to thank the membership for their warm welcome and invitation. The group went over upcoming projects that they are actively working on, one being a Dictionary Project, where they will be distributing a dictionary to every third grade student in the Broad Brook Elementary School personalized with his or her name inside. The Club has been doing this for about twenty years. The Rotary Club meets every Thursday at 6:30PM at The Nutmeg and encourages anyone looking to get involved to please join them.

The Warehouse Point Fire District Commissioners met on Monday, February 3rd, 2020. The Commissioners unanimously voted to name the Bridge Street Fire Station after Tony D. The Station will be called the Anthony DiMastrantonio Station. More information on this dedication will follow soon. There were fifty calls in the month of January. I also attended Budget Workshops held on January 27th, February 3rd and February 5th, 2020 that Selectman Nordell already summarized in his report.

On February 4th, 2020 the Board of Education and Board of Selectmen held a Budget Public Hearing. I'd like to thank those residents who offered their comments, as we begin our duties in the budget process.

Immediately following, the Board of Selectmen held a Forum On Fire Services. I'd like to thank Attorneys Michael Andreana and Joshua Hawks-Ladds for their thorough explanations and answers to questions as we discussed different options to move forward and equalize taxation for all taxpayers in our community. I thought that the meeting had mostly positive comments and optimistic input from residents, but it is vital that moving forward we concentrate on how to fix the issue without dwelling on the past or pointing fingers. I remain committed to solving the issue of double taxation on Warehouse Point residents and look forward to working with this board and the Board of Finance, as we take the direction that is best for all of East Windsor.

Submitted With Sincerity,
Sarah A. Muska, Selectman

BOS- 2/6/2020- Attachment K

Baker selectmen's report 2-6-20

P&Z

Apothecaries Hall Road Enterprises LLC –Board approved a one year renewal plus a 6 months progress report to town staff, and an aerial photo, and quarterly reports of truck trips.

Terri Hahn of LADA P.C. Land Planners, continued discussion of Warehouse Point Study.

The board is planning on reviewing the zoning regs and doing some cleanup.

Pension Board Special Meeting – the actuary informed the board of the new mortality tables and the need to lower our interest rate assumption. The board adopted a new rate assumption of 6.37%, down from 6.5%, and adopted the new mortality tables. Ratings agencies will look favorably on this move, but it will raise our costs in this year's and next year's budget.

Police Union Contract Negotiations – As a member of the negotiation team representing the Board of Selectmen, we re-started negotiations left unfinished from the last term. Union contract negotiations are confidential by law so I can't share details at this point but the contract will be public when the BOS ratifies an agreement.

Wetlands – commission authorized agent decisions for a number of small residential projects and for the Splash Pad site work. Also closed a long running violation due to reaching compliance with the developer.

Selectman's Budget public hearing – to me a very disappointing turnout. Besides that, it was interesting that most of the handful of speakers voiced their support for school funding.

Public Informational meeting on creation of Broad Brook Fire District — A constructive and informative meeting was held. Four possibilities were discussed — Enlarging the existing Warehouse Point Fire District, creating a new Broad Brook Fire District, creating a Special Services District, and renewing the previous agreement between Warehouse Point Fire and the town. All of the choices will be difficult to accomplish in my opinion, and we're going to need engagement from the community at large to get to a long-term solution. Personally, I'm open to all of the choices except the Special Services District. From the lawyer's description it seems that path is more geared to commercial interests and wouldn't be an especially good fit for funding a Fire Department. I hope more of the public will come forward with their thoughts on the issue.

As always, contact me with your thoughts on these or any other matters @ <u>abaker@eastwindsorct.com</u> or on these pages. Have a great weekend!