

# TOWN OF EAST WINDSOR BOARD OF SELECTMEN

## REGULAR MEETING

Thursday, July 16, 2020  
7:00 p.m.  
East Windsor, Connecticut

Meeting held via ZOOM Teleconference  
Meeting ID: 332 683 3563  
Town Hall closed to the Public by  
Executive Order of First Selectman Jason E. Bowsza  
Due to Coronavirus pandemic

### 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 signing in to teleconference listed below.

**GUESTS/SPEAKERS:** Charter Revision Commission: Rebecca Talamini, Co-Chairman, Nicole Vacila, member; Board of Education: Cathy Simonelli, Chairman; Department of Public Works: Joseph Sauerhoefer, Operations Manager; Police Commission: Robert Leach, Chairman; Attorney Hawks-Ladd, Town Attorney, Pullman & Comley, LLC.  
Public: Paul Anderson, D. James Barton, Noreen Farmer, Tom Lansner, Chris Ruoss, Heather Spencer, Fred Stucklen, Bill Towers, Rich Tuller.

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**Press:** No one from the Press acknowledged themselves.

**TIME AND PLACE OF REGULAR MEETING:**

First Selectman Bowsza called the July 16, 2020 Regular Meeting of the Board of Selectmen to order at 7:00 p.m. The Meeting is being held via teleconference due to closure of the Town Hall to the Public as the result of the coronavirus epidemic.

**PLEDGE OF ALLEGIANCE:**

First Selectman Bowsza requested Deputy First Selectman DeSousa lead the Pledge of Allegiance.

First Selectman Bowsza noted the Public Hearing scheduled to discuss the Charter revisions; he requested a motion to recess the Board of Selectmen's Regular Meeting to begin the Public Hearing.

**MOTION: To RECESS the Board of Selectmen's July 16, 2020 Regular Meeting in order to begin the Public Hearing on the Charter revisions.**

**Baker moved/Muska seconded/DISCUSSION: None.**

**VOTE by rollcall: In Favor: Baker/Nordell/Muska/DeSousa  
(No one opposed/No Abstentions)**

**PLEASE NOTE:** The Minutes for the Board of Selectmen Charter revision Public Hearing have been submitted as a separate document.

First Selectman Bowsza called the July 16, 2020 Regular Meeting of the Board of Selectmen back to order at 7:28 p.m.

**ATTENDANCE:**

First Selectman Bowsza noted the Board has established a quorum with five members present via video conference.

**AGENDA APPROVAL:**

**MOTION: To ADD as item 10C. under UNFINISHED BUSINESS – Discussion of the Charter revisions and the process going forward.**

**Baker moved/Nordell seconded/DISCUSSION: None.**

**VOTE by rollcall: In Favor: Baker/Nordell/Muska/DeSousa**



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**(No one opposed/No Abstentions)**

**MOTION: To APPROVE the Agenda as amended.**

**Baker moved/Nordell seconded/DISCUSSION: None.**

**VOTE by rollcall: In Favor: Baker/Nordell/Muska/DeSousa  
(No one opposed/No Abstentions)**

**APPROVAL OF MEETING MINUTES/A. July 2, 2020 Regular Meeting Minutes:**

**MOTION: To POSTPONE approval of the Board of Selectmen Meeting Minutes for July 2, 2020, and July 18, 2020 until the August Board of Selectmen Meeting.**

**DeSousa moved/Nordell seconded/DISCUSSION: Copies of both sets of Minutes to be included in the Board's packets for the August Meeting.**

**VOTE by rollcall: In Favor: Baker/Nordell/Muska/DeSousa  
(No one opposed/No Abstentions)**

**PUBLIC PARTICIPATION:**

**Cathy Simonelli, 71 Depot Street:** Mrs. Simonelli indicated she has found the section of the proposed Charter revisions she was commenting about which related to the identification of the Board of Education vs. the Superintendent's Budget, it is Section 8-4,(3)(D)(e).

**Noreen Farmer, 247 South Water Street:** Mrs. Farmer questioned if the Town has a noise ordinance for vehicles? If an ordinance doesn't presently exist how does one become enacted? First Selectman Bowsza suggested ordinances are presented and approved by the Board of Selectman, and then are accepted at Town Meeting.

First Selectman Bowsza advised Mrs. Farmer the Town does not currently have an ordinance for motor vehicles, or noise in general; he felt there was a noise ordinance related to ATVs. First Selectman Bowsza questioned Mrs. Farmer if she had a specific issue that was concerning her? Mrs. Farmer reported her complaint is about motorcycles with loud mufflers.

First Selectman Bowsza suggested they have a discussion offline to determine what was permissible.

**Paul Anderson, 89 Main Street, Broad Brook:** Mr. Anderson felt that if the Town had a contract for fire services with the (Warehouse Point) Fire District and a contract for fire services for the Broad Brook Fire Department and the Board of Selectmen agreed to that agreement then it would be in the budget and the taxation issue would go away.

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**COMMUNICATION/Parks and Recreation Month Proclamation:**

First Selectman Bowsza reported he was asked by the Parks and Recreation Department to issue a Proclamation (*See Attachment A*) in recognition that July is Parks and Recreation month. He referenced a Proclamation in the Board's packet acknowledging the event.

First Selectman Bowsza noted that typically, at this time of year, the Parks and Recreation Department would be running a robust program in recognition of Parks and Recreation Month but that's been restricted due to COVID-19. He noted their innovative approach in presenting programs during this challenging time.

**BOARDS AND COMMISSIONS RESIGNATIONS AND APPOINTMENTS/A.**

**Resignations:** None.

**BOARDS AND COMMISSIONS RESIGNATIONS AND APPOINTMENTS/B**

**Reappointments:**

**BOARDS AND COMMISSIONS RESIGNATIONS AND APPOINTMENTS/C. New**

**Appointments:**

**UNFINISHED BUSINESS/\*A. Broad Brook Mill Update:**

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

**UNFINISHED BUSINESS/\*B. Fire Service Funding:**

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

**UNFINISHED BUSINESS/C, Discussion of the Charter revisions and the process going forward:**

First Selectman Bowsza suggested he'd like to hold another Public Hearing in two weeks to discuss the Charter revisions again. As well as taking public comments online during the Public Hearing First Selectman Bowsza suggested he would like to accept comments in writing via mail. Selectman Muska suggested the more public input the better; Deputy First Selectman DeSousa and Selectmen Baker and Nordell concurred.

First Selectman Bowsza suggested people spread the word via social media; he'll include this information in his weekly phone call to residents.



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First Selectman Bowsza suggested the Board would review the Statutory requirements for completing the Charter revision. The intent is to include a vote on the Charter revisions during the Presidential election in November.

**NEW BUSINESS/A. Discussion of Creation of Diversity Commission:**

First Selectman Bowsza indicated this suggestion came to him from a member of the community who feels the Town could be doing more to be inclusive of everyone. The resident, Anna Maria Rivera, suggested the creation of a Diversity Commission to explore ways to make people feel they are a part of the community.

First Selectman Bowsza has asked Ms. Rivera to put together a draft of what the Commission's charge should be; he'll then work with her to prepare a proposal for the Board to review. He has asked Ms. Rivera to participate in the Commission as well.

As an example, First Selectman Bowsza noted there are no minority Commission members who are elected officials. The Board noted Gil Hayes as Chairman of the Economic Development Commission, although the position is appointed rather than elected.

The Board concurred; this is a good proposal moving forward.

**NEW BUSINESS/B. Discuss and Approve Emergency Management Resolution:**

First Selectman Bowsza cited the inclusion in the Board's packet of the Resolution (See Attachment B) regarding the Town's interaction with the State on issues related to Emergency Management. First Selectman Bowsza indicated approval of this Resolution is required by each administration; it authorizes the First Selectman to provide whatever documentation is necessary or appropriate with the Department of Emergency Services. This is saying he has the standing in front of the Department of Emergency Management to sign for the grants the Town receives to fund the Emergency Management Services locally.

First Selectman Bowsza noted the Board must adopt this Resolution. He noted there are minor errors in the copy presented this evening; he'll have the document redrafted and present the correct form at the next Board meeting. The Board felt they could move forward with adoption of the Resolution, with inclusion of the corrections.

**MOTION: To APPROVE the AUTHORIZING RESOLUTION OF THE Town of East Windsor – Board of Selectmen, with the errors corrected.**

**Baker moved/Muska seconded/DISCUSSION: None.**

**VOTE by rollcall: In Favor: Baker/Nordell/Muska/DeSousa  
(No one opposed/No Abstentions)**



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**NEW BUSINESS/C. Discussion of Developer's Agreement:**

First Selectman Bowsza referenced the Development Agreement *(See Attachment C)* provided for the Board's review. He suggested the document would be between the Town and the developer of subdivisions approved for construction within East Windsor. First Selectman Bowsza noted the document was discussed, and approved, at the recent Planning and Zoning Commission Meeting. The document was created as a result of work which had to be completed at the Meadows Farms Subdivision, and work which remains to be done at King's Court, Napoleon Drive, and Dempsey Road. In both cases bonds held by the Town at the time the work was to be completed were reduced, or were insufficient to cover the costs, leaving the Town with finishing roads as parts of subdivisions that should have been completed by the developer. First Selectman Bowsza suggested that in the case of the Meadow Farms the project was so drawn out that the remaining bond no longer covered the cost.

First Selectman Bowsza cited the proposed document, which comes largely from the Town of Canton, is essentially a contract between the developer and sub-developers of projects and the Town making it clear that they are the responsible party until the projects are completed so that however long it takes we can make sure they are accountable and the taxpayers aren't left holding the bag.

First Selectman Bowsza reviewed various sections of the document, noting the following specifications:

- Section 6 – speaks of roadways and actually defines that they are private until accepted at a Town Meeting.
- Section 9 – speaks of the reporting benchmarks which outline a timeline for project completion. Reports are to be submitted at times specified by a third party, provided at the cost of the developer; the third party certifies that the developer is meeting their end of the bargain throughout the development
- Section 10 – sets monetary amounts to be held in security so the Town's interests are protected. First Selectman Bowsza read Section 10(c) specifically. First Selectman Bowsza indicated there will be an annual review of the project status and that they have sufficient security in place to cover the costs. If a project continues for 8 or 10 years and if the cost of asphalt goes up the Town would have the ability to increase the bond to cover the Town's interests.

First Selectman Bowsza noted this is a contract, which the Planning and Zoning Commission would include as a condition of approval of proposed subdivisions. The Planning and Zoning Commission would recommend to the Board of Selectmen a course of action based on this agreement; Board of Selectmen, as the contracting agent for the Town, would have to enter into the agreement with the developer. First Selectman Bowsza suggested this is more collaboration with Planning and Zoning than we've had in the past; it's something that other towns have used to protect themselves from significant exposure for infrastructure improvements. The document

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has been reviewed by every relevant department head, and Town Counsel, and its use has been approved by the Planning and Zoning Commission. First Selectman Bowsza indicated he would like the Board to accept use of the Development Agreement going forward.

Selectman Nordell requested clarification that the use of the document would be used on a case by case basis and be unique to each development – not just a rubber-stamped document. First Selectman Bowsza reiterated the process will be based on the Town Engineer's recommendations regarding setting the initial security amount; the adequacy of the amount of bond retention would then be reviewed on an annual basis by the Planning and Zoning Department and Commission.

Selectman Baker indicated he heard the discussion (at the PZC Meeting). He suggested the proposed document includes a lot of good work. He would consider including a section regarding the frequency of revisiting the bonding status. He suggested there should be a checklist in the Planning Department to initiate project reviews, or perhaps the new permitting software could include annual project reminders.

Selectman Baker also noted that something that was brought up at the recent Planning and Zoning Commission Meeting was that the bonds must be sufficient to survive bankruptcies or other financial difficulties of the developer. He cited discussion regarding concern for accepting Letters of Credit. Selectman Baker suggested this document is something the Town has needed for some time.

**MOTION: To ACCEPT the Developer's Agreement to be used by the Planning and Zoning Commission in conjunction with the Board of Selectmen.**

**Nordell moved/Muska seconded/DISCUSSION: None.**

**VOTE by rollcall: In Favor: Baker/Nordell/Muska/DeSousa  
(No one opposed/No Abstentions)**

**NEW BUSINESS/D. Jerry Wilcox Tax Abatement Project Proposal:**

Mr. Wilcox did not acknowledge his presence at this Meeting. Discussion his Tax Abatement Project Proposal was not held.

**NEW BUSINESS/E. Potential Contract Matters (to follow Executive Session):**

No discussion at this time in the meeting.

**NEW BUSINESS/F. Tax Refunds:**



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**MOTION: To APPROVE Tax Refunds in the amount of \$422.19 as identified under Tax Refund Report dated 7/13/2020.**

**Muska moved/Baker seconded/DISCUSSION: None  
VOTE by rollcall: In Favor: Baker/Nordell/Muska/DeSousa  
(No one opposed/No Abstentions)**

**SELECTMEN COMMENTS AND REPORTS/A. Jason Bowsza:**

**(See Attachment D)**

**SELECTMEN COMMENTS AND REPORTS/B. Marie DeSousa:**

**(See Attachment E)**

**SELECTMEN COMMENTS AND REPORTS/C. Charlie Nordell:**

**(See Attachment F)**

**SELECTMEN COMMENTS AND REPORTS/D. Sarah Muska:**

**(See Attachment G)**

**SELECTMEN COMMENTS AND REPORTS/E. Alan Baker:**

Selectman Baker updated the Board on the following items:

At the Wetlands Commission Meeting the Wetlands Permit for Broad Brook Meadows was approved. Some of the lots are in the Upland Review Area, which means the activity, in East Windsor, must be 150 feet from the wetlands. They also re-opened discussion on the Wetlands Violation and Fee Ordinance that they had been discussing prior to having to go online with their meetings. More discussion will continue on that issue in the future.

Planning and Zoning had a pretty busy meeting. They also began hearing the Broad Brook Meadows application that's happening with a 15-lot residential subdivision on Depot and East Road. There was a lot of public input on that, mostly concern that their view is going to be gone and some people were concerned about the environmental impact. That Public Hearing continues to next meeting, which is next Tuesday evening at 6:30, so if anyone wants to get in on that conversation before they make a decision that would be the time.

They also heard a new application for a Site Plan Modification and they also had an informal discussion for another solar – we seem to have a lot of sunshine available – it's the Mulnite Farm



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Solar Project, it's on the corner of Barber Hill and Rockville Road. That group did a presentation and actually there was some feedback from I think the one resident that would be able to see that from their house. So, more to come on that.

And, as a reminder, these don't come through as permits that we give through the Town, they do come to our various boards and give us a heads up but they are regulated by the Connecticut Siting Council so our involvement tends to be on the tax abatement side if they so choose. More to come on that as well.

And, finally, I attended a Pension Special Meeting; we're working on more negotiations for the various pension plans that are out there so that will be ongoing over the next year I'm sure.

That's all I have.

**PUBLIC PARTICIPATION:**

**Robert Leach, 39 Church Street (Chairman, Police Commission):** Mr. Leach wanted to address Mrs. Farmer's complaint regarding motor vehicle noise. Mr. Leach clarified that all complaints regarding noise should be directed to the Police Department. Mr. Leach suggested that the maximum decibel level is 82 for a speed limit of 35 miles per hour; he questioned that the Police Department has the equipment to monitor noise levels. Mr. Leach suggested the Town does not have an ordinance regarding noise levels but there are State laws. Mr. Leach reiterated that all complaints regarding motor vehicles should be directed to the Police Department.

**EXECUTIVE SESSION/Negotiation Discussion - Pursuant to C.G.S. Sec. 1-200 (6)(B), Strategy and negotiations** – Action is possible:

**MOTION:** To GO INTO EXECUTIVE SESSION for Negotiation Discussion - Pursuant to C.G.S. Sec. 1-200 (6)(B), Strategy and negotiations – at 8:15 p.m.  
Attending the Executive Session were: Attorney Joshua Hawks-Ladd, First Selectman Bowsza, Deputy First Selectman DeSousa, Selectman Baker, Selectman Muska, and Selectman Nordell.

Nordell moved/Muska seconded/**DISCUSSION:** None  
**VOTE by rollcall:** In Favor: Baker/Nordell/Muska/DeSousa  
(No one opposed/No Abstentions)

First Selectman Bowsza reported the Board came out of Executive Session at 9:56 p.m.

He reported they have three items to act upon.

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Under **10/C. NEW BUSINESS: Discussion of the DPW Contract:**

**MOTION: To APPROVE the ratification of the Contract DPW ASCFME 4, Council 1303-166 effective July 1, 2020 to June 30, 2023.**

**DeSousa moved/Nordell seconded/**

**DISCUSSION:** First Selectman Bowsza wanted to thank the representatives from the Public Works Union for the good conversations that resulted in us resolving the contract in a very quick fashion and a very minimal amount of legal expenses incurred to the Town . He felt it was emblematic to their commitment to the community and their willingness to work with us. I'm appreciative of it.

**VOTE by rollcall: In Favor: Baker/Nordell/DeSousa/Muska  
(No one opposed/No Abstentions)**

**FIXED ASSESSMENT BETWEEN THE TOWN AND SL 12 SOUTH MAIN STREET, LLC:**

**MOTION: To AUTHORIZE the First Selectman to sign the Fixed Assessment between the Town of East Windsor and SL 12 South Main Street, LLC subject to review and confirmation of the effective date of no later than the Grand List of October 1, 2020.**

**Baker moved/Muska seconded/**

**DISCUSSION:** First Selectman Bowsza indicated these guys have been an incredibly professional operation to work with so far; I'm elated to have them join the community. I hope there's an opportunity to do other similar agreements in the future. Their project will bring in exactly what our Grand List calls for in that area; it's great for this to come to fruition.

**VOTE by rollcall: In Favor: Baker/Nordell/DeSousa/Muska  
(No one opposed/No Abstentions)**

**ADOPTION OF AN APPENDIX BETWEEN THE TOWN AND THE CLERICAL UNION:**

**MOTION: To RATIFY the amendment of Appendix C in the Pension Document for the Clerical Pension Contract.**

**Nordell moved/Muska seconded/**

**DISCUSSION:** First Selectman Bowsza wanted to thank the Clerical Union for their patience in getting this resolved. This should have been cleared up several years ago and to have it be resolved in a reasonable fashion that has the interest of all parties involved is really a good thing to get off this "to do" list. It should have been resolved years ago, and he wished that it had been, and I appreciate their help with that.



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**VOTE by rollcall: In Favor: Baker/Nordell/DeSousa/Muska  
(No one opposed/No Abstentions)**

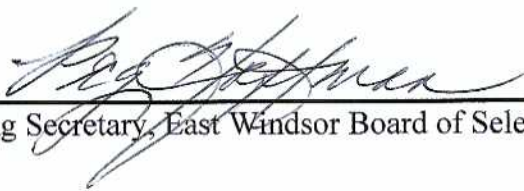
**ADJOURNMENT:**

**MOTION: To ADJOURN this Meeting at 10:02 p.m.**

**Nordell moved/Muska seconded/DISCUSSION: None**

**VOTE by rollcall: In Favor: Baker/Nordell/DeSousa/Muska  
(No one opposed/No Abstentions)**

Respectfully submitted

  
\_\_\_\_\_  
Peg Hoffman, Recording Secretary, East Windsor Board of Selectmen

**ATTACHMENTS:**

- A – Proclamation – July is Parks and Recreation Month
- B – Resolution – Town of East Windsor and Department of Emergency Services
- C – Development Agreement
- D - Selectman's Report – First Selectman Bowsza
- E - Selectman's Report – Deputy First Selectman DeSousa
- F - Selectman's Report - Selectman Nordell
- G - Selectman's Report - Selectman Muska

*BWS 7/16/2020 Attachment A*

**Proclamation and Order For  
The Town of East Windsor, Connecticut  
Designation of July as Parks and Recreation Month**

WHEREAS parks and recreation programs are an integral part of communities throughout this country, including the Town of East Windsor; and

WHEREAS our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS parks and recreation programs build healthy, active communities that aid in the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also to improve the mental and emotional health of all citizens; and

WHEREAS parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of the air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS the Town of East Windsor recognizes the benefits derived from parks and recreation resources

NOW THEREFORE, I hereby proclaim and commemorate the month July as Park and Recreation Month in the Town of East Windsor.

Respectfully,

*Jason E. Bowsza*  
Jason E. Bowsza  
First Selectman





**Town of East Windsor – Board of Selectmen**

CERTIFICATION:

I, Lynn K. Lemieux, the Assistant Town Clerk of East Windsor, 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 Month and Day, Year, 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 Selectman 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 of East Windsor, 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 11, 2019.

IN WITNESS WHEREOF: The undersigned has executed this certificate this                      day of  
Month Year.

\_\_\_\_\_  
Lynn K. Lemieux, Assistant Town Clerk



Upon recording, return to:


#### DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made by and between [Name of Developer] (the "Developer") a Connecticut [corporation, limited liability company, etc.] which is the owner of the property to be developed, having its principal office and place of business at [Address of Developer] and the Town of East Windsor, a municipal corporation having its territorial limits within the County of Hartford and the State of Connecticut and with an address of 11 Rye Street, Broad Brook, Connecticut ("Town"). The following terms and conditions are mutually agreed to and understood by the parties to this Agreement and are binding on all heirs, successors, and assigns:

1. **Purpose:** It is the stated purpose of this Agreement to spell out the terms, conditions, duties, and obligations of the Developer and the Town in regards to the construction of roadways and other improvements pursuant to the Planning and Zoning Commission's approval of File [#] [Name of subdivision] subdivision at its [Month\Day\Year] meeting.
2. **Conditional Approval:** The Developer has requested and received a Conditional Approval for the subdivision in accordance with Connecticut General Statutes Section 8-25 and the Regulations of the East Windsor Planning and Zoning Commission. Conditional Approval means that the Developer has chosen to construct the improvements in lieu of posting the security that would otherwise be required by the Town and providing only that security that is required in Article 10 of this Agreement.

In consideration of the Conditional Approval the Developer agrees to the following:

- a. There shall be no offer for sale or sale of lots until Final Approval is endorsed on the Approved Subdivision Plans by action of the Planning and Zoning Commission and security is provided in accordance with Article 10 of this Agreement;
- b. The Town shall not issue building permits for any lot, with the exception of one lot to be used for a model home, until Final Approval is endorsed on the Approved Subdivision Plans by action of the Planning and Zoning Commission and security is provided in accordance with Article 10 of this Agreement;
- c. The Developer may at any time during the term of this Agreement request that the Planning and Zoning Commission endorse a Final Approval on the Approved Subdivision Plans provided that the other terms and conditions of this Agreement are fulfilled;
- d. All other terms and conditions of this Agreement shall remain unchanged and remain in full force and effect for the term of this Agreement; and
- e. The Developer must notify the local Water Pollution Control Authority of the development in order to determine whether the proposed project will be within or outside the sewer service area. At the time of application, the Developer must



provide to the Planning and Zoning Commission the WPCA's written notice whether the proposed project will be within or outside the sewer service area.

3. **Subdivision Regulations:** The Subdivision Regulations ("Regulations") that are referred to in this Agreement are entitled Subdivision Regulations of the Town of East Windsor, Connecticut Adopted December 15, 1987, effective on January 1, 1988, and amended on January 1, 2012..
4. **Approved Subdivision Plans:** The following drawings were approved by the Planning and Zoning Commission for the construction of the improvements to the subdivision and are referred to collectively as the "Approved Subdivision Plans" which consist of the drawings prepared by [Name and Address] for the proposed {Name of Subdivision} to be developed from [location of property] prepared for [Name of Developer] as follows:

[Name of Engineering Firm and Address]

[Name of Subdivision, Location, Date of Plans and Revision through Date]

Drawing #: [# of #, Title Name].

[Name of Surveyor and Address]

[Name of Subdivision, Location, Date of Plans and Revision through Date]

Drawing #: (# of #, Title Name).

5. **Term of Agreement:** This Agreement shall terminate on the same day as the Approval of Subdivision expires, and may be renewed for additional periods by action of the Planning and Zoning Commission in accordance with its Regulations and State Law.
6. **Roadway Status:** The roadways constructed under the terms of this Agreement are "Private" roadways until such time as they are accepted into the Town's public roadway inventory by action of the Board of Selectman or Town Meeting. The Developer shall be fully responsible for maintenance, operation, repair, winter snow removal and upkeep of the roadways until such time as they are accepted into the public roadway inventory by action of the Board of Selectman or Town Meeting. In the event sanitary sewers are constructed as part of the agreement, acceptance of the roadway shall not occur until the sanitary sewers have been approved and accepted by the East Windsor WPCA.
7. **Scope of Improvements:** The scope of the improvements shown on the Approved Subdivision Plans is for construction of [Description of location of Subdivision, including Road Name(s) and connector road name (s) approximately # of feet to ]. The work includes the construction of roadways, curbing, storm water drainage & under drain facilities, storm water detention facilities, and the installation of temporary & permanent erosion & sedimentation controls. The establishment and setting of property corners and street line monuments. The extension of public & private utilities by separate agreement consisting of cable TV, telephone communication, water, sewer, natural gas and electrical power. [any additional utilities?] If the construction of sanitary sewers are to be

**Commented [CMA1]:** Approval and acceptance of sewers should probably be conditioned on ultimate conveyance of roadways- an interim easement will need to be granted to cover them until roads are accepted.

a part of this agreement a separate Sanitary Sewer Construction Agreement shall be executed. Also such other permanent & temporary construction and associated easements as may be required and necessary to complete the improvements. The foregoing are collectively referred to herein as the "Improvements".

8. **Design & Technical Details:** The Developer shall design and construct the improvements to the subdivision in accordance with the following:
  - a. Regulations of the Planning and Zoning Commission;
  - b. Approved Subdivision Plans;
  - c. State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges, and Incidental Construction Form 814A 1995, as amended to the date of this Agreement;
  - d. State of Connecticut Department of Transportation Standard Drawings for Roads, Bridges, and Incidental Construction various dates, as amended to the date of this Agreement;
  - e. The construction and design requirements of Eversource (electrical power), Frontier (telephone), Cox (cable TV), Connecticut Water Company (water service where applicable), East Windsor Water Pollution Control Authority (sanitary sewer where applicable), and any other relevant public utility service provider with purview over any of the Improvements described in Article 7 above; and
  - f. Town of East Windsor Water Pollution Control Authority Standards and Guidelines for Sanitary Sewer Construction.

In the event of a conflict in the requirements listed above, the more restrictive requirement shall govern in the construction of the improvements.

9. **Construction Monitoring:** The Developer shall provide for the employment of Connecticut licensed professional engineers and licensed land surveyors to monitor the construction of the Improvements on a day to day basis. Upon completion of the various stages of the Improvements as set forth below the licensed professional engineer or licensed land surveyor, as applicable, shall prepare a written report under seal and signature to the Planning and Zoning Commission stating the extent of the compliance of the construction with the approved plans. Construction that is out of compliance with the Approved Subdivision Plans shall be noted in the monitoring report with a recommendation as to how such construction may be brought into compliance. The Developer shall comply with the requests of the Planning and Zoning Commission, if any, regarding the recommendations set forth in such reports.

The monitoring reports shall be provided at the following stages in the construction of the Improvements:

- a. Completion of clearing, grubbing, and stump disposal;
- b. Initial installation of erosion and sedimentation control measures;



- c. Completion of sub-grade preparation and mass earthwork;
  - d. Completion of the installation of storm water and groundwater drainage facilities;
  - e. Completion of the placement of roadway base material;
  - f. Completion of the installation of public utilities;
  - g. Completion of the first course of pavement;
  - h. Completion of curbing;
  - i. Completion of second course of pavement;
  - j. Completion of the installation of roadway signs;
  - k. Completion of the restoration of shoulders and other area impacted by the construction of the improvements;
  - l. Upon the replacement or removal of erosion and sedimentation control measures;
  - m. Completion of improvements and prior to a request for the start of the one year maintenance period;
  - n. Completion of the one year maintenance period;
  - o. Upon request for partial release of security;
  - p. Upon placement of property corners and street line monuments; and
  - q. Final review and approval by the Town Engineer.
10. **Security:** The Developer shall provide the Town security in accordance with Section 9 of the Regulations in the minimum amount of **[\$dollar amount]** (with executed Utility Contracts) or **[\$dollar amount]** (without executed Utility Contracts) to insure the construction of improvements as shown on the Approved Subdivision Plans and outlined in the Scope of Improvements under Article 7 above. The Opinion of Construction Cost consisting of **[#]** pages dated **[Month/Day/Year]** Revised **[Month/Day/Year]** prepared by the Developer's Engineer and approved by the Town Engineer is Exhibit A to this Agreement. As used herein, "Utility Contracts" shall have the meaning provided in Section 21 herein.

Companies issuing surety bonds to the Town of East Windsor shall meet the following criteria:

- a. Be listed in the US Department of the Treasury Circular 570;
- b. Be a licensed and admitted surety covered by the Connecticut Insurance Guaranty Association; and

- c. Have a Secure Best's Rating of A or A- (Excellent) or better as published by A.M. Best Company.

The form of the security shall be reviewed and approved by the Town's attorney, Town's insurance agent, and the East Windsor Town Treasurer. The form of security shall guarantee construction and the maintenance of the Improvements until such time as they are accepted by the Board of Selectmen or Town Meeting in accordance with Section 9 – Performance Bond Requirements – of the East Windsor Subdivision Regulations.

The amount of the Security shall be reviewed, adjusted if necessary to protect the interest of the Town, and approved on an annual basis by the Planning and Zoning Commission.

11. **Insurance:** The Developer and its contractors, design professionals, and subcontractors shall maintain the following minimum insurance for the term of the Agreement. The insurance coverage shall contain a provision for thirty (30) days notice to the Town of any cancellation. The Developer shall provide a certificate of insurance and all written endorsements of the policies to the Town at the time of the execution of the Agreement and within ten (10) days of the renewal of the respective insurance policies. The Town shall be named as additional insured on 10. b., c., d., e., by written endorsement where applicable or as may be requested by the Town. Insurance shall be provided by insurers that are satisfactory to the Town, authorized to do business in the State of Connecticut, that have at least an "A-" Best's Rating, and are in an A.M. Best financial size category of VII or higher. The A.M. Best classifications are based on the most current A.M. Best Company ratings or an equivalent Town-approved rating system.

- a. Workmen's Compensation in the amounts required by law;
- b. Automobile and Truck Liability, Bodily Injury, and Property Damage insurance in the amount of \$1,000,000;
- c. Umbrella Insurance in the amount of \$1,000,000;
- d. Pollution Insurance in the amount of \$1,000,000 (Contractor only);
- e. Comprehensive General Liability insurance in the amount of \$1,000,000; and
- f. Professional Liability Insurance in the amount of \$500,000 (Design Professional Only).

The insurance certificate(s) shall be reviewed and approved by the Town's insurance agent, the Town's attorney, and/or the East Windsor Town Treasurer prior to the execution of this Agreement.

12. **Taxes, Liens, and Encumbrances:** The Developer or Owner shall pay all outstanding Town of East Windsor taxes, liens, and encumbrances against the property upon execution of this Agreement, and shall maintain current all such obligations to the Town of East Windsor throughout the term of this Agreement. Prior to any subsequent



conveyance of property to any party all taxes, liens, and encumbrances against the property shall be paid such that any conveyance shall be free and clear.

13. **Town's Right of Entry:** During the term of the Agreement the Town, its officers, employees, and agents shall have a right of entry upon the Developer's property during normal business hours to observe construction in progress or in place, to make measurements, and conduct tests all to insure compliance with the Agreement.
14. **Damage to Town Facilities:** The Developer shall replace or repair any damage caused to Town facilities, roads, structures or improvements by its activities. In the event that any of the foregoing are damaged and, upon notice to the Developer, are not repaired or replaced within ten (10) days, the Town may make such repairs or replacements and collect the expense of the same from the Security. The Developer shall, within ten (10) days, replace the amounts collected by the Town from such Security so that the Security is maintained at amounts required by this Agreement.

The Developer's Engineer shall document by text, drawings, photographs, video tape, or other means of known damage to Town facilities, roads, structures or improvements that occurred prior to the start of the construction of the Improvements. This documentation shall be provided to the Planning and Zoning Commission in the form of a report. The Developer shall not be responsible for the repair or replacement of damage to Town facilities, roads, structures or improvements existing and documented in the report.

15. **Field Changes:** It is agreed and understood that it may be necessary to make field changes to the Approved Subdivision Plans to accommodate unforeseen or unusual conditions without having to delay the construction of the Improvements. The Developer shall receive the written approval of the Town Engineer prior to a field change. The field change shall be noted in the monitoring report to the Planning and Zoning Commission with background information as to why the field change was necessary.
16. **Indemnity:** The Developer shall indemnify and hold the Town, its officers, agents, and employees harmless from and against any claim of liability or loss from personal injury or property damage resulting from or arising out of the use and occupancy of the property, including without limitation, the construction of the Improvements, excepting such claims or damage as may be due to the gross negligence or willful misconduct of the Town, its officers, agents, or employees. This indemnity shall survive the termination of this Agreement.
17. **Compliance with Laws:** The Developer shall comply with all applicable laws, enactments, and regulations of any governmental authority relating to its possession and use of the property. "All applicable laws" includes, without limitation, any and all environmental laws, including any regulations, and written final guidelines, standards, or policies of governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental conditions or concerns as may now or at any time hereafter be in effect.

The Developer shall indemnify and hold harmless the Town, its officers, agents, and employees from and against any penalties, fees, enforcement proceedings, or other actions arising from the Developer's non-compliance with all applicable laws.

18. **Hazardous Substances:** The Developer shall not introduce or use any substance in violation of any applicable law that is identified as hazardous, toxic, or dangerous in any applicable federal, state, or local law or regulation on the property.

In the event of any release of any such substance on the property the Developer shall notify the Town in addition to other regulatory authorities. The Developer shall promptly remove, clean and remediate any such release, to the greater of: (i) the extent required to return the property to a condition at least equal to that existing prior to such release, or (ii) as may be required to cause the property to comply with all relevant state and federal environmental laws.

19. **Title Insurance:** Prior to the transfer of any property or rights thereto to the Town, the Developer shall provide Title Insurance, in an amount equal to the cost of the improvements which are described in Article 7 Scope of Improvements, insuring title to the property or such rights thereto that in either event is free and clear of defects rendering the title unmarketable or against the loss of such rights from an insurer acceptable to the Town's Attorney.

20. **Environmental Site Investigation:** Prior to the transfer of any property or rights thereto to the Town, the Developer shall conduct and provide to the Town for review and approval a Phase I Environmental Site Assessment ("Assessment").

The Assessment shall be conducted in accordance with the most current applicable ASTM Standard and with the Site Characterization Guidance Document promulgated by the State of Connecticut Department of Energy and Environmental Protection.

The Developer shall perform additional investigations or remediation that the results of the Assessment may recommend, and the Town may in its sole discretion require the Developer to conduct additional investigations and/or remediation prior to transfer of property to the Town.

21. **Other Contracts or Agreements for Utilities:** It is understood by all parties that other contracts or agreements exist, may exist or are in the process of being executed by the Developer that provide for the construction or installation of various public and private utilities both on and off the property to support the development of the subdivision.

The Developer may elect not to provide Security for the public and private utility installation if it provides the Town a copy of the Utility Contracts. The Developer agrees not to commence construction of the Improvements covered by this Agreement until such time as it either provides copies of the executed Utility Contracts or provides the additional amount of Security to assure the installation of public and private utilities as noted in Article 10. Security.

Public and private utilities to be constructed are as follows (collectively, the "Utility Contracts"):

- a. Electrical power and Natural Gas Service - Eversource.
- b. Telephone communication - Frontier.
- c. Cable television - Cox.
- d. Sanitary Sewers to be constructed according to the Town of East Windsor WPCF "Standards and Guidelines for Sanitary Sewer Construction."



22. **Assignment:** This Agreement shall not be sold, assigned, or transferred by the Developer to any other party without the written consent of the Town which shall not be unreasonably withheld, delayed, or conditioned.
23. **Governing Law:** This Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Connecticut. Any action brought under this Agreement shall be to Superior Court of the Hartford - New Britain Judicial District in Hartford, CT.
24. **Mediation:** In the event of a dispute that cannot be resolved within sixty (60) days between the parties of this Agreement and prior to the filing of a complaint with the Hartford - New Britain Judicial District, the parties shall utilize the mediation services of the American Arbitration Association to attempt to mediate the dispute. The cost of such mediation shall be shared paid for by the developer.
25. **Severability and Survival:** Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Town and the Developer shall survive the termination of the Agreement.
26. **Filing on the Land Records:** This Agreement shall be filed on the Land Records of the Town of East Windsor upon execution by the parties to the Agreement.
27. **Agreement Amendments:** This Agreement may be amended by the written consent of both parties. Such Amendments shall be in writing and recorded on the Land Records of the Town of East Windsor.
28. **Notices:** All notices concerning the Agreement shall be in writing sent by certified mail return receipt requested addressed as follows:

Developer:

Name:

Street Address :

City, State, Zip Code :

Town: First Selectman

Town of East Windsor

11 Rye Street

Broad Brook, CT 06016

*[No further text on this page – signatures and acknowledgments follow]*

IN WITNESS WHEREOF, the parties hereto have caused to set their hands and seals this the \_\_\_\_\_ day of \_\_\_\_\_ 2020.

**Town of East Windsor, Connecticut**

\_\_\_\_\_  
Witness

By \_\_\_\_\_  
Jason E. Bowsza  
First Selectman

\_\_\_\_\_  
Witness

(Seal of the Town)

[Developer]

\_\_\_\_\_  
[By:] \_\_\_\_\_  
Witness

[Its \_\_\_\_\_]

\_\_\_\_\_  
Witness



State of Connecticut :  
County of Hartford : ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by Jason E. Bowsza, the First Selectman of the Town of East Windsor, a municipal corporation, on behalf of the corporation being duly authorized.

Commissioner of the Superior Court  
My Commission expires:  
Notary Public

[NOTE: Conform acknowledgment to party executing agreement.]

State of Connecticut :  
County of Hartford : ss,  
:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by \_\_\_\_\_, its \_\_\_\_\_ on behalf of \_\_\_\_\_ being duly authorized.

Commissioner of the Superior Court  
My Commission expires:  
Notary Public

*SW 7/16/2020 Attachment D*

First Selectman's Report – July 16, 2020

The East Windsor Board of Selectmen and The Silverman Group have negotiated a tax abatement agreement for the development of two new industrial flex buildings on 22.20 acres on Route 5 in East Windsor. The agreement will provide stability to the project as it comes online.

The Silverman Group's East Windsor Logistics Center will consist of two flex industrial buildings totaling 246,240 square feet. These buildings will feature 32' ceilings, 95 dock doors and 8 drive in doors. This industrial park will include ample auto and trailer parking and excess trailer storage for prospective tenants.

The Town of East Windsor is thrilled to welcome The Silverman Group to town. This exciting project fits in perfectly with our Plan of Conservation and Development and East Windsor's ideal location between New York City and Boston should be a good fit for them, as well. Our proximity to I-91, I-90, and I-84 makes sense for rapid distribution from a central location, and we look forward to partnering with The Silverman Group throughout this process and into the future, and I thank them for their collaborative approach launching this project.

Recently, a constituent named Ana Maria Rivera reached out to me to share her feelings about the lack of diversity on boards and commissions in town specifically, and a more general sense that our town has some work to do in promoting inclusion of our minority communities. There is a perception that our community isn't as welcoming of minorities as we should be, especially since 23% of our population are minorities (as per CERC/AdvanceCT). Given recent events in other parts of the country, as well as concerns raised to us locally about inclusion, I was pleased to ask the Board of Selectmen to consider creating a Diversity Council to help break down some of these perceptions and foster a sense of inclusion throughout the whole community. Once Ana and I have a firm draft of a charge for the commission, we'll bring it to the Board of Selectmen for their consideration, likely in two weeks.

Connecticut is hosting a Primary Election on August 11<sup>th</sup>, and access to absentee ballots has been expanded by executive order to lessen the number of people who may be exposed to COVID-19 by voting in person. Anyone registered in the Democratic Party or the Republican Party should have received an application for an absentee ballot. If voters enrolled in either of those parties have not received one and would like to vote absentee, please reach out to the Town Clerk's Office at (860)292-8255. Once an application is returned to the Town Clerk, the actual absentee ballots will be mailed on or after July 21 to those voters requesting them.

On July 27<sup>th</sup>, the Town will recognize "Love is Kind" Day. To do that, a clothesline will be installed on the front lawn of Town Hall on Tuesday with cards depicting a random act of kindness that the taker will perform. In place of the card will be hung a purple laminated paper tee shirt with inspirational quotes and messages of love supporting the "Love is Kind" Day. The hope is to fill the entire clothesline with purple tee shirts by the end of the month. Selectman Muska can provide more information about the significance of the event.

July is Parks and Recreation Month, typically a time where there are lots of in-person activities taking place. Obviously, with the current circumstances we can't do that. None the less, our Community Services Department is working on activities that families can do from home, as well as weekly drop-in activities by appointment on Thursdays. We also have some good news on in-person recreation. In



conjunction with guidelines issued by the Department of Economic and Community Development, we have re-opened playgrounds and basketball courts. Playgrounds and basketball hoops have reopened

Much funding received by the Town from both the state and federal government is based on our population. Because of that, and because of circumstances created by the pandemic, it is more important than ever to ensure that every person in East Windsor has been counted in the 2020 census. Residents can fill out the 2020 census safely from home by going through [my2020census.gov](https://my2020census.gov). Our community gets resources based on census population counts the help pay for hospitals, emergency services, schools, roads and more. Please take the few minutes to fill out the census.

Finally, if you follow the Town of East Windsor Facebook page, you will notice that for most of the last month we have been displaying examples of student art submitted to us by faculty at East Windsor Middle School, with a new one posted each day. We still have a few more to share, but I wanted to make note of the amazing work that our students have been doing. Many of the pieces have been powerful and penetrating. We are fortunate to have such talented students and dedicated teachers.

Respectfully submitted,

Jason E. Bowsza  
First Selectman

*BN 7/16/2020 Attachment E*

July 16, 2020

Deputy First Selectman Liaison Report

I want to remind everyone the importance of completing the 2020 Census! An accurate count of all East Windsor Residents will insure our fair share of Federal funding and to properly distribute seats for U.S. Congress. If you haven't completed the form you can do so by going to <https://2020census.gov/en.html>

If you're planning on voting via absentee ballot for the August 11, 2020 Primary now is the time to do so.

Remember to stay safe when venturing out and try to support out local independent businesses while enjoying the nice weather.

June 23, 2020 – The East Windsor Housing Authority meeting was cancelled but Director Collins wanted to thank the Board of Finance for the Pilot Agreement.

June 28, 2020 – I attend the East Windsor Community & Cops Picnic hosted by the Broad Brook Opera House and the East Windsor, CT Police Department. The event allowed a relaxed atmosphere to communicate with the Officers and residents present.

July 02, 2020 – Participated in the Board of Selectmen meeting via Zoom.

July 07, 2020 – Telecommunication meeting with the Secretary of State Office regarding Covid -19 requirements for the August 11, 2020 Primary was held.

July 7, 2020 – Participated in the Economic Development Committee meeting. First Selectman Jason Bowsza brought the Committee up to date on all pending projects in Town.

July 13, 2020 – The Park and Recreation Committee was cancelled due to a lack of a quorum.

July 14, 2020 – Attend an in person meeting with First Selectman Jason Bowsza, Registrars of Voters, DPW Sauerhoefer and Denise Menard regarding the upcoming Primary Covid -19 needs.

July 15, 2020 – Broad Brook Mill Remediation Committee meeting was cancelled.

Respectfully Submitted,

Deputy First Selectman, Marie E. DeSousa



*BN 7/16/2020 Attachment F*

Selectman Nordell's report 7/16/20

On July 7th I attended the Broad Brook Fire Dept meeting. During this meeting the proposed draft ordinance that would help equalize taxation in town was discussed. There are still a lot of unanswered questions that need to be discussed and resolved before a final draft is presented.

On July 8th I attended the East Windsor Police Commission meeting. They discussed complaints of truck traffic on Morris road and street parking on Maple Street. The town does have a parking ordinance that prohibits blocking streets, easements, driveways and right of ways. Deputy Chief Hart says no-parking signs are posted on this street and that they have been monitoring the situation. However people should feel free to call the station if they witness a violation.

On July 14th I attended the lengthy Planning and Zoning meeting. This is for Alan to report on, but I wanted to make a few comments on this. There were many concerns about the purposed housing development for the corner of East and Depot street. Many residents have genuine and valid concerns and I agree with many of them. However a property owner has the right when he goes through the proper channels, dots his I's and crosses his T to sell and /or develop his land. None of us like to see forest or farm land disappear in town and I assure you the Board of Selectmen are not just interested in the tax revenue. We as a board and boards previously have made many steps to preserve open space in town. We and other town departments also will be concerned about this project and others to ensure they are done correctly.

*SW 7/16/2020 Attachment G*

## Selectmen's Report – July 16th, 2020

If you haven't done so already, please take a few moments to complete the 2020 United States Census. You may do so securely at [my2020census.gov](https://my2020census.gov). Federal and State funding received by the Town is based off of our population. It is vital that every person in East Windsor be counted to ensure that our community receives the appropriate funding needed for programs such as: school lunch, road projects and heating assistance.

There will be a Democrat and Republican Primary held on August 11th, 2020. Members of either party will have the option to vote in person on that day or vote via absentee ballot. If you are a member of either party, you should have received an application for an absentee ballot from the Secretary of the State in the mail.

On Monday, July 6th, 2020 I attended the Warehouse Point Fire District Meeting. This meeting was a combination of their Annual Meeting as well as their Monthly Meeting. The eligible present District voters elected the offices of Clerk, Treasurer, Tax Collector and two Auditors, all of which will serve one-year terms.

There were sixty-nine calls for the month of June, thirty-two of which were medical calls. Fire Chief James Barton applied for a FEMA grant on behalf of the WHPFD under the Assistance to Firefighters Grant Program for the replacement of the Department's now obsolete self-contained breathing apparatus. Our Federal Delegation, Senators Murphy and Blumenthal and Congressman Larson sent a letter on behalf of the WHPFD in support of the application to the Administrator for Grant Programs. If awarded this grant, there would be a possible savings of \$76,000 to the District.

Thirty-eight total fire inspections were conducted within the Warehouse Point Fire District in the month of June.

The Board of Education did not meet on July 8th, 2020. I did attend the Police Commission meeting that same evening, which Selectman Nordell will inform you about in his report.

On Monday, June 12th, 2020 the Capital Improvement Planning Committee met to finalize and prioritize the projects that they'd like to see the town fund given the budgeted amount that this line received for the FY 2020-2021 Budget and the BOS will discuss their recommendations in the near future.

Last night the Board of Finance held a brief meeting where they authorized two transfers totaling \$31,000 for an increase in disposal and collection for the town's garbage services. Due to COVID-19 and many individuals being home more often than usual, the town has seen a significant increase in trash collection, thus needing additional funds in this area.

July is Parks and Recreation Month. July 27th, 2020 is National Love Is Kind Day; a day that the community will celebrate all victims of domestic violence and the freedom and independence from their abuser. As a survivor myself, this day is very meaningful and should be recognized. To honor this day and raise awareness about Domestic Abuse and encourage people in our community to help one another, there will be a Love Is Kind Clothesline strung outside of Town Hall expected to be up sometime in the next week. We encourage individuals to visit Town Hall and take off a random act of kindness to help spread kindness all over town. Each card that is taken will be replaced with a message of love and inspiration, written on a purple T-shirt as a visual reminder of Domestic Violence victims and to



emphasize that love is kind. There is also a donation drive being conducted for items needed for The Network and Julie's Safehouse. I have attached the Wishlist with additional information to this report. There will be a drop off box at the Town Hall Annex and I would more than happy to make arrangements to pick up any donations, as well. Thank you to Melissa Maltese and her hardworking, dedicated staff for their creativity in putting this together!

Submitted With Sincerity,

Sarah A. Muska, Selectman