

TOWN OF EAST WINDSOR BOARD OF SELECTMEN

REGULAR MEETING

Thursday, August 20, 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: Attorney Michael Andreana, Pullman & Comley;
Board of Finance: Jerilyn Corso, Chairman; Noreen Farmer, Tom Lansner; Broad Brook Fire Department: Tom Arcari, Chief; Gerry Bancroft, Assistant Chief; Jim Bancroft, Deputy Chief; Jim Jervis, Calamar/RM18 Holding LLC; Capital Improvement Planning Committee: Bob Leach, Vice Chairman; Charter Revision Commission: Rebecca Talamini, Co-Chair; Rich LeBoriosis, Nicole Vacila; Department of Public Works: Joe Sauerhoefer, Operations Manager.

Public: James Barton, Kurt Keschull, Jeff Robert.

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Press: No one from the press had signed in.

TIME AND PLACE OF REGULAR MEETING:

First Selectman Bowsza called the August 20, 2020 Regular Meeting of the Board of Selectmen to order at 7:01 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 asked Selectmen Muska to lead the Board in the Pledge of Allegiance.

ATTENDANCE:

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

AGENDA APPROVAL:

MOTION: To ADD to the AGENDA under UNFINISHED BUSINESS, 8F Discussion of Charter Revision Commission submission of Final Report to the Board of Selectmen.

Baker moved/ Muska seconded/DISCUSSION: None.

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

MOTION: To ACCEPT the Agenda as AMENDED.

Baker moved/ Muska seconded/DISCUSSION: None.

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

PUBLIC PARTICIPATION:

First Selectman Bowsza called on public participation, requesting that speakers limit themselves to 3 minutes.

Noreen Farmer: Ms. Farmer advised First Selectman Bowsza the link to the ZOOM Meeting which appears on the Meeting Agenda isn't working this evening. First Selectman Bowsza noted participant may also use any of the phone numbers listed on the Agenda as well

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Kurt Kebschull, 10a Riverview Drive: Mr. Kebschull reported he has recently been appointed Co-Chairman of a subcommittee associated with the local commission administering the Hartford Foundation for Public Giving's donation of \$50,000.00 to East Windsor. He is solicitating input from groups who may be interested in pursuing portions of this grant.

Discussion followed regarding a timeline for Mr. Kebschull's charge; he indicated he would like to submit something by the end of the year. First Selectman Bowsza suggested he add discussion of Mr. Kebschull's request to a future Board Agenda.

Rebecca Talamini: Ms. Ms. Talamini reported there is a wire hanging low over the entrance to the town-owned Sabonis property; she noted people can't access the site because of the wire.

COMMUNICATIONS:

First Selectman Bowsza noted the letter from Attorney Michael J. Lanza, of Cummings and Lanza, LLC, representing the East Windsor Water Pollution Control Authority (**See Attachment A**). First Selectman Bowsza indicated this letter is his first notification of the issue addressed in the letter – paving contractors are paving over manhole covers, creating a health and safety issue. First Selectman Bowsza noted that the DPW provides the WPCA a schedule of proposed roadwork a year in advance so they are aware of where work will be done.

Selectman Baker questioned where the problem has occurred? Selectman Nordell reported he attended a meeting of the WPCA during the past year where they mentioned that the State had paved over their manholes, which required that they bring in heavy equipment to find the manholes, uncover them, and then sometimes put a cap on them so they met the road level; he questioned if that was the issue referred to in this letter. Selectman Muska reported she also attended the meeting referenced by Selectman Nordell; that meeting occurred on January 29, 2020.

First Selectman Bowsza cited his disappointment this letter was the first communication regarding this issue; he questioned if the Board preferred that the reply come from him, or through Pullman & Comley? Discussion followed; Selectman Baker felt First Selectman Bowsza could reach out to the WPCA. Deputy First Selectman DeSousa was leery of not having the Town's attorney reply; she questioned if there may be some background issue the Board wasn't aware of. As an option, Deputy First Selectman DeSousa suggested inviting members of the WPCA to a Board meeting to discuss the issue. First Selectman Bowsza indicated he'll follow that route.

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

1. Kurt Kebschull (D), Conservation Commission, alternate member.

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First Selectman Bowsza reported Mr. Kebschull is resigning as an Alternate Member of the Conservation Commission member; the Board will see a request for appointment as a Regular Member later in the meeting.

MOTION: To ACCEPT Kurt Kebschull's resignation from the Conservation Commission as an Alternate member

DeSousa moved/Baker seconded/DISCUSSION: None.

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

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

1. Stanley Kement (U), Building Commission, regular member for a term expiring 8/1/2021.

First Selectman Bowsza recalled that at the previous meeting the date of the expiration of Mr. Kement's appointment hadn't been correct. The date as now been clarified to be August 1, 2020.

MOTION: MOVE to REAPPOINT Stanley Kement (U), Building Commission, regular member for a term expiring 8/1/2021.

DeSousa moved/Muska seconded/DISCUSSION: None.

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

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

1. Kurt Kebschull (D), Conservation Commission, regular member for a term expiring April 1, 2021.

First Selectman Bowsza noted Mr. Kebschull is now applying to become a Regular Member of the Conservation Commission. He noted Mr. Kebschull has spent most of his career with the Connecticut DEEP, working on environmental and energy issues. His experience should be extremely valuable to the Commission.

MOTION: To APPOINT Kurt Kebschull (D), Conservation Commission, regular member for a term expiring April 1, 2021.

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DeSousa moved/Baker seconded/DISCUSSION: Deputy First Selectman DeSousa cited Mr. Kebschull's resume and background is what she's looking for; she's glad he stepped up to regular membership.

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

2. Jamie Sydoriak (D), Conservation Commission, alternate member for a term expiring April 1, 2021.

First Selectman Bowsza reported Ms. Sydoriak is equally as qualified as Mr. Kebschull; he noted her involvement as principal editor of the Connecticut Comprehensive Open Space Acquisition Strategy, also known as the "Green Plan".

**MOTION: To APPOINT Jamie Sydoriak (D), Conservation Commission,
regular member for a term expiring April 1, 2021.**

Muska moved/Baker seconded/DISCUSSION: None.

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

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:

First Selectman Bowsza opened discussion by noting that trying to find a resolution to this problem of a tax disparity issue for people who currently live in the Warehouse Point Fire District has been a priority for some time. This Board took the tack of funding the Broad Brook Fire Department outside of the Town's General Fund. He wanted to recognize the leadership of the Broad Brook Fire Department for their help in making this as easy as this process could be. Broad Brook Fire Department has been nothing less than collaborative from the first conversation to now. The Town has been ably represented by Attorney Andreana, of Pullman & Comely, noting he was brought into the conversations back in February. His expertise in municipal finance has been indispensable. First Selectman Bowsza indicated he hoped we've gotten to a place where the Town and the Broad Brook Fire Department are satisfied with the final product. First Selectman Bowsza introduced Attorney Andreana.

Attorney Andreana indicated the ordinance before the Board (*See Attachment B*) needs to be approved by the voters of the entire town. Tonight, the BOS must approve the ordinance and recommend that it go to Town Meeting for a vote. Given the importance of this proposal

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Attorney Andreana is going to ask the Board to remove the vote on the ordinance from the Town Meeting scheduled for September 1st and put it on the November ballot to increase the level of voting. Attorney Andreana reiterated adopting the ordinance is a vote of the entire town.

Attorney Andreana suggested the other thing in the resolution before the Boards is to give the ability to the Town to prepare an exploratory text of the ordinance which would be available prior to the election.

Attorney Andreana reviewed highlights of the ordinance (See Attachment B):

- The new fire department – Town of East Windsor/Broad Brook Fire Department - corrects the current tax disparity.
- In the future taxpayers that support fire services in the Warehouse Point and taxpayers ***in town but outside of Warehouse Point will be billed a Town tax but it will be a separate tax on the bill that only those taxpayers will pay that will support the Broad Brook Fire Department.***
- As required by State Statutes, under Section 5 of the ordinance, there will be a Board of Fire Commissioners consisting of 5 members and 2 alternates.
 - The initial Board will be appointed from the current Board of the Broad Brook Fire Department, Inc. which is providing fire services now.
 - Beginning 7/1/2022 they will go with staggered elections by Broad Brook taxpayers. At that point Commissioner's terms will be 3 years – in the first year 2 Commissioners will be elected, in the second year another 2 Commissioners will be elected, and in the third year 1 Commissioner will be elected, and that will continually roll over going forward.
 - Beginning in 2022 the Commissioners will be voted on by taxpayers in the Broad Brook Fire Department territorial jurisdiction.
- The Broad Brook Fire Department budget is an annual budget; the approval process is close to the Town budget approval process.
 - The Broad Brook Fire Department will present a budget to the Board of Selectmen, the Board will hold a Public Hearing, and then approved and present the Broad Brook Fire Department budget to the Board of Finance; ***the proposed budget will go to referendum for the voters within the Broad Brook Fire Department area.*** The vote will occur on the same day as the initial vote on the Town budget – the second Tuesday in May.
 - Should the Broad Brook Fire Department budget be rejected, because of the timing requirements cited in the Connecticut State Statutes - unlike the Town budget under Charter provisions which enables the second referendum to occur immediately - the second vote on the Broad Brook Fire Department budget would occur on the second Tuesday in June.
 - Should it be rejected again the third referendum would occur on the second Tuesday in July. After the 3rd budget rejection that budget, with a 2% increase, will become the budget for the Broad Brook Fire Department.

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Attorney Andreana indicated this is a State Statute requirement. The process going forward would be for the Board to approve the ordinance tonight, schedule a Town Meeting for September 1st, and take the vote on the ordinance out of the Town Meeting vote and submit it to the voters on the November ballot. The Town Meeting will be held on September 1st, at which discussion of this ordinance will occur, no vote will be taken, the Town meeting will be closed, and the ordinance will go to the vote in November.

Selectman Baker cited with the ordinance being created under the C.G.S. rather than under the Charter, if the Board wanted to make future changes to the ordinance what would be the process? Attorney Andreana indicated any changes would require the same process; a vote on any changes would be made by a vote of the entire town. Smaller tweakings of the ordinance could be done at a Town Meeting rather than a ballot or referendum. Attorney Andreana indicated that with regard to the decision on the Broad Brook Fire Department it was felt the opportunity for the ballot would occur in November, and the issue of setting up the fire department was important; it made sense to take advantage of the November ballot.

First Selectman Bowsza opened discussion to the public. Selectman Baker indicated he'd like to hear from the Fire Department.

Tom Arcari, Chief, Broad Brook Fire Department: Chief Arcari indicated he was ok with the way this written. First Selectman Bowsza thanked the Broad Brook Fire Department for getting to this point; it's as important to him as the department to preserve the culture of the department. He felt they've gotten to a point where that's occurring and if it hadn't been such a collaborative process. First Selectman Bowsza thanked the department; Chief Arcari indicated he was welcome.

Attorney Andreana indicated that the process for the Board this evening would be to make a motion that the ordinance be recommended for consideration at a Special Town Meeting to be held on September 1, 2020, that you remove the vote on the ordinance from the Town Meeting to the election on November 3, 2020 and that the Town be authorized to prepare an explanatory text. First Selectman Bowsza questioned if the ordinance should be read into the record; Attorney Andreana suggested if all the Selectmen had had access to the ordinance then it could be referenced.

Jim Bancroft, Deputy Chief, Broad Brook Fire Department: Deputy Chief Bancroft asked for clarification that amendment of the ordinance would require a vote of the whole town or the people in the Broad Brook area? Attorney Andreana indicated that because it's an ordinance, and the Charter requires that ordinances be adopted at Town Meeting by a vote of everyone in the town, any changes to the ordinance would be made at a Town Meeting by the voters in town.

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No other questions were raised; First Selectman Bowsza called for a motion on the proposed ordinance.

MOTION: To ACCEPT and APPROVE an ordinance establishing a Town of East Windsor/Broad Brook Fire Department and recommend at a Town Meeting scheduled for September 1, 2020 for discussion only, not to take a vote but have this appear on the ballot for November 3, 2020 for a vote, and have the Town put an explanatory text.

Muska moved/Baker seconded/DISCUSSION: Selectman Baker echoed First Selectman Bowsza's sentiments to the Broad Brook Fire Department for taking on this issue and doing it so quickly, and working, as always, so well with the Town. He thanked the Broad Brook Fire Department. Deputy First Selectman DeSousa also wanted to thank everyone for processing this request so expediently; it's been needed for a while. She hoped the public sees the need for the inequity to be taken care of. To the Broad Brook Fire Department, thank you for your hard work and your efforts. Selectman Muska echoed Selectman Baker, First Selectman Bowsza, and Deputy First Selectman DeSousa. She also thanks the Broad Brook Fire Department for their work on this; this is a step in the right direction to equalize the cost of fire services for all residents of Town; she's thankful that this Board took action on this.

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

Deputy First Selectman DeSousa requested clarification of the Town Meeting date; First Selectman Bowsza indicated it will be scheduled for September 1, 2020.

UNFINISHED BUSINESS/*C. Discussion of Energy Solicitation RRI/RFQ:

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

UNFINISHED BUSINESS/D. Discuss and Establish Diversity Council:

First Selectman Bowsza cited the revisions to the Resolution (*See Attachment C*) have been made to address the Board's modest concerns; he asked for comments from the Board regarding the revised document.

Deputy First Selectman DeSousa felt the concerns raised by Selectman Muska have been addressed; she referenced the phrase "where minorities may be experiencing inequality" - she felt the real meaning of what we're looking for in the future. Deputy First Selectman DeSousa appreciated the effort Ms. Rivera put into updating the language for the Board.

Hearing no other comments, First Selectman Bowsza called for a motion.

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MOTION: To ESTABLISH a Diversity Council which shall consist of not less than five (5) and not more than nine (9) members who shall serve for a term of four (4) years. The Council will be appointed by the Board of Selectmen of the Town of East Windsor; we will be seeking applications.

Nordell moved/DeSousa seconded/DISCUSSION: First Selectman Bowsza reported he has received several applications in his office, Ms. Rivera has people interested in service on the Council as well.

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

First Selectman Bowsza noted several people had expressed an interest in joining this committee; Ms. Rivera has people interested as well.

UNFINISHED BUSINESS/E. Abatement Agreement with RM18 Holdings:

First Selectman Bowsza noted Jim Jervis, of Calamar, will join the Board in this discussion. First Selectman Bowsza recalled that at the end of the previous meeting the Board asked him to approach Mr. Jervis with a new agreement between the Town and RM18 Holdings. They returned a signed copy to First Selectman Bowsza. The Board has approved this new agreement (See Attachment D); he requested a motion to authorize him to sign on behalf of the Town.

MOTION: To AUTHORIZE the First Selectman to sign the agreement between the Town of East Windsor and R18 Holdings, LLC.

Baker moved/Muska seconded/DISCUSSION: Selectman Baker indicated he would really like to see this project finished. He wished them good luck. He hopes you can get this into production as soon as possible. Mr. Jervis thanked the Board; he indicated they're looking to be good neighbors and he thanked everyone for working with them. They'll get this project done.

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

First Selectman Bowsza indicated he'll execute the document tomorrow.

UNFINISHED BUSINESS, 8F Discussion of Charter Revision Commission submission of Final Report to the Board of Selectmen:

Also attending the teleconference were Charter Revision Commission members Rebecca Talamini, Co-Chairman, and Nicole Vacila.

First Selectman Bowsza recalled lengthy discussion which occurred on one of the proposals being made by the Charter Revision Commission (CRC). The CRC has discarded the

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Selectmen's recommendation. The Board's consideration tonight is to decide what of the proposed Charter revisions the Board would like to see move forward.

First Selectman Bowsza suggested the Board needs to look at those changes, decide how many questions we want to have, what community of interest may exist between those points, and what to revisions to move forward with. Based on the Board's feedback First Selectman Bowsza will work with the Attorney to draft legally objective verbiage to approve questions in their final form ready for transmittal on the November ballot. First Selectman Bowsza noted that has to happen in the next few days.

First Selectman Bowsza began reviewing the proposed revisions. He noted that many of the changes were minor technical revisions made to correct spelling errors, spacing, capitalization, and similar formatting changes. First Selectman Bowsza reviewed the document page by page, noting the following proposed language or formatting revisions:

Page 8, Section 1.2 – punctuation added

Page 10 – adding "IV" after the word "4"

Page 16 – adding a comma

Page 17 – adding "IV"

Page 18 – inserts gender neutrality

Page 19 – deletion of a comma

Page 20 – deletion of a comma

Page 26 –

- **Section 6.6D(3)** – reclassification of "Treasurer" to "Treasurer/Finance Director". *First Selectman Bowsza suggested this proposed revision requires additional discussion.*
- **Section 6.6.D(3)** - allows for the position to be delegated so it isn't a direct report to the first selectman.
- **Section 6-6E(5) Tax Collector**
- **Section 6.6E(2) Assessor**

First Selectman Bowsza suggested the revisions were made at his request; the reason is to allow his office to design an organizational structure that works for whomever occupies the First Selectman's Office. He felt it would be highly unlikely that the Treasurer/Finance Director would be delegated to someone other than the First Selectman but he felt it could be possible that the Tax Collector, or the Assessor, would be – perhaps to the Treasurer/Finance Director in the interest of having a hierarchy in the Financial Services Office.

Page 30 – adding "IV"

Page 32 – adding a comma

Page 33 – adding "IV"

Page 34 – renaming the "Elderly Commission" to "Senior Services". *First Selectman Bowsza suggested this proposed revision requires additional discussion as well.*

Page 35 – adding "IV" in two places

Page 37 - change in capitalization

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Page 38 – change in capitalization, correction of a spelling error, and a struckout phrase. Selectman Baker suggested the struckout text is a repetition of the previous sentence.

Page 39 Section 8-4A(2) – minor technical revision in, but also procedural changes dealing with the CIP process. *First Selectman Bowsza suggested this proposed revision requires additional discussion*

Page 43 – deletion of a space

Page 44 – capitalization, deletion of a space, grammatical change

Page 45 – capitalization, and error in enumeration (no Section 8-5(2))

Page 46 – capitalization, and material changes in the budget process. *First Selectman Bowsza suggested proposed revisions requires additional discussion.*

Page 47 - change of “go to bonding” to “be bonded”, also language change

Page 53 – insert “200” after the word two hundred

First Selectman Bowsza suggested the following revisions require further review:

- **Page 26 – Section 6.6D(3)** – reclassification of “Treasurer” to “Treasurer/Finance Director”. *First Selectman Bowsza suggested this proposed revision requires additional discussion.*
- **Page 34** – renaming the “Elderly Commission” to “Senior Services”.
- **Page 39 Section 8-4A(2)** – changing the procedural process for the CIP timeline to make it more in line with the rest of the budgeting process.
- **Page 46** – changes in the budget process - requiring the Board of Selectmen and the Board of Education to submit their budgets to the Town Clerk at least 5 days prior to the initial Public Hearing
- The Budget piece about what happens after the third referendum.
- Have the Board of Selectmen prepare the Annual Report vs. the Board of Finance.

Discussion began on the following:

- **Page 39 Section 8-4A(2)** – **changing the procedural process for the CIP timeline to make it more in line with the rest of the budgeting process.**

First Selectman Bowsza cited this change is just changing September to August and lining up the budget submission with the budget submission for the departments; it’s a process change that doesn’t affect anything else other than the Commission. First Selectman Bowsza questioned if any of the Board members objected including that revision in the minor and technical revision list; the Board agreed to including this as a minor change.

- **Page 34 – renaming the “Elderly Commission” to “Senior Services”.**

Selectman Baker suggested he assumed the change was made to update the language to the current verbiage rather than the word “elderly”. Deputy First Selectman DeSousa suggested if the intent was to keep the Commission then there would need to be changes made. First Selectman Bowsza indicated he would include this change with the minor and

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technical revisions and review it with Pullman & Comely; he wasn't sure the Board could make that change as that would be editing the CRC final report.

➤ **Page 47 - change of “go to bonding” to “be bonded”, also language change.**

First Selectman Bowsza suggested that appeared to be a rewording of the sentence but it doesn't have a material change. The Board agreed to include that revision as a minor and/or technical change.

➤ **Have the Board of Selectmen prepare the Annual Report vs. the Board of Finance.**

Deputy First Selectman DeSousa questioned if HAVING the Board of Finance prepare the Annual Report was a State Statute; she felt that was the case. Deputy First Selectman DeSousa indicated she didn't have a problem with the Board of Selectmen preparing the Annual Report but she'd like a clarification before the Board makes a recommendation. First Selectman Bowsza indicated he'd review that. He questioned if the Board would consider that revision a minor/technical change or a stand-alone question? Deputy First Selectman DeSousa and Selectman Baker felt it could be a minor change. Selectman Muska indicated she didn't see it as a grammatical error, and it is changing a procedure; although it may not have an impact she felt it should stand; Selectman Nordell concurred with Selectman Muska. ; it changes a function; he felt it should be a stand-alone questions. First Selectman Bowsza cited the need to review the permissibility of that proposal with regard to the State Statutes; he agreed to keep that a stand-alone question at this point.

➤ **Section 6.6D(3) – reclassification of “Treasurer” to “Treasurer/Finance Director”.**

First Selectman Bowsza indicated he could make an argument for this to be a minor/technical change, but he noted Selectman Muska's concern it gives the perception that it could lock us into something over time. Deputy First Selectman DeSousa suggested standalone also, because the salary ranges for a Treasurer vs. a Finance Director can be dramatic. Selectman Baker noted there are a lot of opinions out there on this change; he felt people should have a say on this. Selectman Nordell also felt this should be a standalone question.

➤ **Section 8-4D(1) Town Budget, and 8-4D(2) Board of Education Budget – Require the Board of Selectmen and the Board of Education to initially prepare their budgets and submit them to the Town Clerk 5 days prior to their hearing**

First Selectman Bowsza suggested this was definitely a material change; the Board concurred.

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- **If the budget fails after the third referendum it will be referred back to the Board of Finance for final review and approval.**

Lastly, First Selectman Bowsza questioned if the Board would like him to phrase out the question of what would happen after the third (3rd) referendum; would the Board be agreeable to him working with the attorney to draft what the question would look like if the Board chooses to move that to the ballot? The Board would like to review a potential question.

First Selectman Bowsza indicated the next time the Board reviews this it will be verbiage that is legally objective and clearly understandable to voters on the ballot. First Selectman Bowsza indicated the Board will meet next week for a at a Special Meeting to be held on Thursday, August 27, 2020 at 7:00 p.m. At that meeting First Selectman Bowsza will have 5 questions drafted for the Board's review, and vote to consider moving them to the ballot in November. First Selectman Bowsza indicated the questions to be considered will be on the following issues:

- *Minor and technical changes*
- *Title change for the Treasurer*
- *Require the Board of Selectmen and the Board of Education to initially prepare their budgets and submit them to the Town Clerk 5 days prior to their hearing.*
- *What happens to the budget after the 3rd referendum?*
- *Who does the annual report?*

NEW BUSINESS/A. Discussion of Employee Assistance Program:

First Selectman Bowsza noted this is a contract issue which would be changing the Employee Assistance Program to the Town. This came to him at the strong urging of Chief DeMarco. On three occasions a member of his staff called for EAP services and the calls went unreturned. First Selectman Bowsza indicated that in the era in which we are living when the Chief of Police says we need to change EAP providers because my officers are not getting the support that they need he took that advisement very seriously. He asked Chief DeMarco for a recommendation to switch to; he has suggested Deer Oak EAP Services. He found they are cheaper than the current provider, the services provided are more comprehensive, and they have two different fee structures based on the number of visits. This would be a cost savings to the Town in total; the Chief has recommended that the Town go with the eight visit model. First Selectman Bowsza suggested the quote they received is \$1.17 per employee per month, which is approximately half of the current price for better service, and provides the support for the Police Department that they need. While he was impressed with the interview with the vendor First Selectman Bowsza indicated he is more compelled that this is the vendor that's important to the Chief of Police for services provided to that department, and he's comfortable migrating the whole town to this vendor. At the request of the Chief of Police First Selectman Bowsza is asking the Board to consider this change in vendor.

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MOTION: To AUTHORIZE the First Selectman to enter into an agreement with DEER OAKS EAP SERVICES for the Town's Employee Assistance Program.

Nordell moved/Muska seconded/DISCUSSION: None.

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

(See Attachment E)

NEW BUSINESS/B. Discussion and Approval of Capital Improvement Plan Policy:

Joe Sauerhoefer, Operations Manager, with DPW, and Bob Leach, member of the Capital Improvement Planning Committee, were signed into the teleconference.

First Selectman Bowsza cited the CIP process will be starting again soon. He would like to have the Board review the present policy for possible revisions, and reflect in the records that policy has been officially accepted by the Board. **(See Attachment F)**

Deputy First Selectman DeSousa referenced the requirement that projects must be for Town owned or leased properties and must exceed \$20,000, she cited the Town leases Scout Hall to that organization for 99 years. She questioned if they could come in to ask for Town dollars for projects? First Selectman Bowsza clarified that the Town owns the structure; if Scout Hall management were to request capital funding for a project it would be an eligible project.

Selectman Muska cited the section that references "total estimated cost accompanied by a written estimate from a vendor or contractor", she indicated she understood that the Town has had problems in the past getting estimates because the vendors catch on that we're not always doing the projects. She questioned how to ensure that the Town was able to acquire the estimates? And, if the vendor requires that we pay for the estimate do we have that ability? First Selectman Bowsza indicated he wasn't aware that the Town had to pay for estimates. Selectman Muska indicated she didn't know if that was occurring; she didn't want the Board to adopt a policy that might give them problems down the road.

First Selectman Bowsza requested input from Operations Manager Sauerhoefer, or Mr. Leach.

Operations Manager Sauerhoefer concurred, depending on the project sometimes it's difficult to acquire the estimates. He gave as an example estimating the cost of road projects, and described the process based on square footage and the market value of asphalt. Estimation of the cost of construction projects is handled in a similar manner. They would seek estimates from vendors for roof projects. Operations Manager Sauerhoefer suggested it's sometimes difficult to ask them to freshen up an estimate they've been asking them for 4 years; sometimes the vendors tell them to just add 10% to the estimate. It can also get time consuming; they do push back. First

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Selectman Bowsza questioned if there was a different way to word the request without getting the Town in an adverse position?

Operations Manager Sauerhoefer indicated they can't get solid numbers until they know we have the project is approved. He and Town Engineer Norton often add a contingency to the projects, depending on how unsure they are with the prices quoted. He felt they should stick with trying to get updated prices; it's a better way to do business. Operations Manager Sauerhoefer cited problems with approving a project in December that doesn't start until June; you could still experience price increases. This year has been complicated by problems with getting supplies because of COVID-19; he cited the price of pressure treated lumber has nearly doubled because of COVID-19. He suggested there's no right answer. The departments have to do their best and work their vendors and when they present it to CIP if they don't have the hard facts you may have to offer contingency. Operations Manager Sauerhoefer cautioned against removing that requirement; it's important to get the best numbers or you may under-budget a project.

First Selectman Bowsza questioned if Selectman Muska was satisfied? Selectman Muska indicated she understood Mr. Sauerhoefer's point; her concern is if we need a project done and we can't get the estimates will we be able to move forward if they don't follow this policy? Is there an exception to the policy? Policies should be followed; she questioned if there would be some circumstances where the Board may have issues. Selectman Baker suggested adding the phrase "or other qualified entity" to bullet #2?

Bob Leach, Vice Chairman, CIP: Mr. Leach agreed with Mr. Sauerhoefer, you always want to get the best number, but you can't always do that. He indicated he's an estimator in his business. He questioned how to codify the language to solve the problem. First Selectman Bowsza questioned Mr. Leach's perspective on leaving the language as it is or changing it? Mr. Leach preferred changing the language to be more aggressive to get the best, or an accurate, number. First Selectman Bowsza questioned the addition of the language suggested by Selectman Baker; Mr. Leach questioned what would be the definition of a qualified entity? That would require discussion at the CIP level. Deputy First Selectman DeSousa suggested adding "if applicable, if not written documentation necessary" to the end of bullet #2, which would enable the person to explain the number. Discussion continued regarding other sources of pricing, such as the State bid list. First Selectman Bowsza suggested revising bullet #2 to read – "Total estimated cost accompanied by a written estimate from a vendor or contractor or other written cost verification". The Board concurred.

MOTION: To ACCEPT the Capital Improvement Plan Policy as AMENDED.

Nordell moved/DeSousa seconded/DISCUSSION: None.

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

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NEW BUSINESS/C. Tax Refunds:

MOTION: To APPROVE Tax Refunds in the amount of \$2,599.65 as identified under Tax Refund Report dated 8/12/2020

Muska moved/Nordell seconded/DISCUSSION: None

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

MOTION: To APPROVE Tax Refunds in the amount of \$143.54 as identified under Tax Refund Report dated 8/18/2020

Muska moved/Nordell seconded/DISCUSSION: None

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

SELECTMEN COMMENTS AND REPORTS/A. Jason Bowsza:

(See Attachment G)

SELECTMEN COMMENTS AND REPORTS/B. Marie DeSousa:

Deputy First Selectman DeSousa reported the only Board that had a meeting this month since we met last was the East Windsor Housing Authority. They indicated that with regard to the bathroom project they had two contractors who attended, following all the COVID-19 guidelines, to go around and inspect the units to go ahead for the big process, but due to the tropical storm that we had, those processes are not going to be held until the 25th. So that project is moving forward.

The other thing, a lot of the tenants up at Park Hill are looking for things to do because everything has been shut down up there in the Community Room. So they came up with the idea to take each one of the sections – they have three sections up there - where they would do a COVID-19 party where they would provide speeches for the tenants in those sections, and with the help from various businesses in town – Nonna’s Restaurant, Sofia’s Plaza, Sofia’s Restaurant, Henry’s Pizza, Main Street Grille – and contributions from Walmart they were able to do one every week for the month of August; they have one more on the 27th. Kudos to those businesses in town that are suffering but are still willing to help us. Deputy First Selectman DeSousa wanted to publicly thank them.

Deputy First Selectman DeSousa also wanted to give a shout out to one of the new small businesses in town – the Karro Brand Kitchen inside the Kingsway Strip Mall, he’s inside the Kingsway Super Store. There’s been some talk on Facebook about people not properly wearing

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the masks there and he put out a video on there asking everyone in the community to respect the COVID-19 guidelines and wear the masks before they go in. Kudos to them.

Deputy First Selectman DeSousa suggested, on another note, Solnit North has reached out to a family member that does a program for healthy children at Christmastime. They reached out to us because they were pleased with what happened for Christmas, if we would do something for the boys for their birthdays. A lot of them haven't had birthday parties in years and they thought that would help to pull things together. The public in the local towns surrounding us have been very giving on a personal note, but from a business standpoint Deputy First Selectman DeSousa wanted to thank The new bake shop – Bake, Craft, and Create, LLC – that's in the Bassdale Plaza - and Golden Irene's. Bake, Craft, and Create is doing birthday cakes for each one of the residents. Every time there's a birthday, every two or three times, they'll shout out to Bake, Craft, and Create for the cakes, and Golden Irene's for the pizza. And they're also offering to do something at a later date on a larger scale after making arrangements with Solnit North. Kudos to everyone involved, including Solnit North, for making those young men, ages 13 to 18, feel like they're a part of the community. Deputy First Selectman DeSousa wanted to thank the community for going out there and making them feel wanted. The thank you notes coming from the boys are heart-wrenching, and they really do appreciate what people have done for them.

(Also see additional comments under Public Participation also)

SELECTMEN COMMENTS AND REPORTS/C. Charlie Nordell:

Selectman Nordell indicated he had nothing to report since the meeting last week.

SELECTMEN COMMENTS AND REPORTS/D. Sarah Muska:

(See Attachment H)

SELECTMEN COMMENTS AND REPORTS/E. Alan Baker:

Selectman Baker hasn't had any meetings since the last Board of Selectmen's Meeting.

However, we do have the Broad Brook Fire Department Ordinance moving forward tonight. We all need to get the word out on how that will be working and make sure a lot of people come to the September 3rd meeting so they'll have some information in their heads before they actually go into the ballot box or do their mail-in vote.

The other thing he would like to mention, the Charter Revision Commission, as we all obviously know, we didn't come to an agreement with the Charter Revision Commission about what to

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bring forward. From what he's been able to see so far, nobody's in agreement change to the Finance Section of the Charter except for the Charter Revision Commission. So, he's going to be looking for a lot of input from people over the next week or so to decide what to do about that. He's really up in the air how to proceed in light of that fact. He felt there may have been other things we could have done, and it's really unfortunate we ended up where we did.

PUBLIC PARTICIPATION:

Rebecca Talamini, Co-Chairman of the Charter Revision Commission, 34 Rye Street: CRC Co-Chairman Talamini questioned now that the Commission has submitted their final report to the Board of Selectmen, does the CRC get dissolved? She cited a meeting scheduled for September 1st. First Selectman Bowsza suggested the State Statutes speaks specifically to that but he didn't have the C.G.S. in front of him; he believed the submission of the report satisfies your charge. CRC Co-Chairman Talamini indicated she'd wait for First Selectman Bowsza's advisement but anticipated she would cancel the September 1st meeting based on that assumption.

Deputy First Selectman DeSousa wanted to express her condolences to the families of Fran Keenan, Jeff House, and Gerda Mikkelson who was the oldest person I town to run the Veteran's Road Race; she'll be greatly missed. Frances Keenan served on several boards in town over the years, and worked as the Assessor for the Town of East Windsor. Jeff House served over 30 years in the Fire Department. Deputy First Selectman DeSousa expressed her condolences to the families.

**EXECUTIVE SESSION/Pursuant to C.G.S. Sec. 1-200 (6)(B) strategy and negotiations –
Action is possible: Potential personnel matters following executive session, and Potential
contract matters following executive session:**

MOTION: To GO INTO EXECUTIVE SESSION at 8:50 p.m. Attending the Executive Session were First Selectman Bowsza, Deputy First Selectman DeSousa, Selectman Baker, Selectman Muska, and Selectman.

DeSousa moved/Muska seconded/DISCUSSION: None

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

Let the record show the Recording Secretary signed out of the ZOOM Meeting at 8:50 p.m.

The Board of Selectmen came out of Executive Session at 10:03 p.m.

First Selectman Bowsza asked the Board to take up a compensation adjustment for the role of the First Selectman for a couple of reasons. One is based on the compensation for other supervisors

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in Town, another is based on the role of the First Selectman in comparable communities based on size and form of government, and another is based on accomplishment to date. First Selectman Bowsza offered the Board a comparative document. He referenced the document, noting page one shows the compensation rates for the supervisors in Town; as you can see his position is third from the bottom. The second page shows the compensation rate for the supervisors he supervises. He indicated, as you can see, it's third from the bottom. The third chart shows the average supervisor's salary in East Windsor, the average salary of the supervisors that I supervise, and it shows his salary. In terms of comparable communities, East Windsor is most comparable in terms of average household income to Seymour and Windsor Locks, is most comparable in population to the Towns of Windsor Locks and Somers, is most comparable in terms of the Grand List to Somers, but in terms of compensation for the First Selectmen in each of those towns East Windsor is ranked \$13,000 below the average. Those towns that were most similar to us were \$15,000 behind Somers, and \$21,000 behind Windsor Locks.

The other point he wanted to make was accomplishments since he's come into office. And the list, he's proud to say, is still growing. First Selectman Bowsza indicated he's saved the Town \$400,000 a year in terms of health care costs by converting over to the State's 2.0 Plan, brought in two of our four largest taxpayers and Gravel Pit Solar and the Silverman Group, made infrastructure improvements in terms of traffic cameras along Route 5, improvements to Town parks, managed a pandemic and a natural disaster and a week-long power outage, and ultimately resolved the tax disparity issue between the taxpayers in Warehouse Point and the other side of town, negotiated labor contracts at little legal cost by doing them without formal negotiations, developed a developer's agreement to protect the Town from developers welching on projects they start and leaving the Town holding the bag, and I'm in the process of rebuilding an entire department to ensure that the Town is more customer-service friendly and focused on positive economic growth.

So, with that said, First Selectman Bowsza indicated he'd entertain any questions, or ask the Board for consideration.

With that said, Deputy First Selectman DeSousa would like to entertain a motion at this time.

MOTION: **To INCREASE the First Selectman position from its current amount an additional \$8,500 to bring it up to \$87,000 based upon everything you gave in your review - in comparison to other towns, the comparison to staffing making far more than you are, your accomplishments. So, I'd like to entertain that motion to bring the First Selectmen's compensation up to \$87,000 even though she felt it's way too low.**

DeSousa moved/Baker seconded/DISCUSSION: Selectman Muska appreciates the job that First Selectman Bowsza is doing, however she wished they had discussed this at the beginning of

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the budget cycle. Now that we in a new Fiscal Year, basically 1 ½ - 2 months in, she felt this could have been done at a different time or down the line when he had been in office a little bit longer. Selectman Baker noted that the last time this position was adjusted was 2011 or 2012 and what we've seen is a lack of maintenance of this position and that's why it's below not only the average but really of anyone around us. Selectman Baker felt the performance of the First Selectman so far has proven and actually paid for this, and has proven, the position, when managed correctly, is worth that kind of money. Really a large part of this job is town management, and this is actually low for a Town Manager. Selectman Baker felt it was fair, and he supports it. Selectman Nordell questions the timing, too, but he still feels that it's warranted, well deserved, and he'll support it as well. First Selectman Bowsza indicated he appreciated the comments everyone has made.

VOTE by rollcall: **In Favor:** **Baker/DeSousa/Nordell**
 Opposed: **Muska**
 Abstained: **No one**

First Selectman Bowsza thanked the Board; he really appreciated it; he also appreciates the support the Board has given him in the time he's been in office.

Deputy First Selectman DeSousa thanked First Selectman Bowsza for everything he's done for moving East Windsor forward. In your short period of time, Jason, you've done a wonderful job and it's evidenced by 95 – 99% of the people commenting on Facebook, and the public, too. Kudos to you; well deserved – and then some.


ADJOURNMENT:

MOTION: **To ADJOURN this Meeting at 10:12 p.m.**

Baker moved/Nordell seconded/DISCUSSION: None

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

Respectfully submitted


Peg Hoffman, Recording Secretary, East Windsor Board of Selectmen

ATTACHMENTS:

- A – Letter from Attorney Michael J. Lanza, of Cummings and Lanza, LLC, representing the East Windsor Water Pollution Control Authority
- B – Ordinance – Town of East Broad Brook Fire Department re: fire services
- C – Resolution to Establish a Diversity Council
- D – RM18 Holdings Agreement
- E – Deer Oak Employee Assistance Program

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F - CIP Policy

G - Selectman's Report – First Selectman Bowsza

H - Selectman's Report - Selectman Muska

(Selectman's Report – Deputy First Selectman DeSousa report are included in Minutes transcription, and also under Public Participation)

(Selectman's Report – Selectman Nordell - no report this evening as noted in the Minutes transcription)

(Selectman's Report – Selectman Baker's report included in Minutes transcription)

BN 9/20/2020 Attachment A

LAW OFFICES
CUMMINGS AND LANZA, LLC
1610 Ellington Road
Post Office Box 667
South Windsor, CT 06074-0667

PHONE (860) 644-3473
FAX (860) 644-3347

MICHAEL J. LANZA

JOHN J. WOODCOCK, III
Of Counsel
HAROLD R. CUMMINGS
February 22, 1945 – April 27, 2015

July 31, 2020

Mr. Jason E. Bowsza
Town of East Windsor
Office of the First Selectman
11 Rye Street
East Windsor, CT 06088

RECEIVED BY
AUG 10 2020
First Selectmans Office

Re: East Windsor Water Pollution Control Authority
Contractor Paving Agreements

Dear Mr. Bowsza,

I serve as legal counsel for the East Windsor Water Pollution Control Authority ("Authority"). The Authority has asked me to write this letter to make you aware of a serious problem that has to do with the paving of roads in the Town of East Windsor. As you may not be aware, paving contractors are regularly paving over manhole covers. This practice creates health and safety issues, as well the time and expense to identify the location of the manholes and remove the new pavement. A fair estimate of the cost to the Town to correct this situation is at a minimum \$1,000 per manhole, not even considering the additional time lost to commuters and commerce being stuck in traffic during these repairs.

The Authority feels that the easiest way to fix this problem would be to include in any of the Town's paving contracts language that prohibits this practice and/or have the contractor be responsible to uncover any manholes that were paved over. Please contact, Mr. Paul Anderson, the Authority's chairman, to discuss this matter in more detail and for any assistance in the drafting of language to be added to future paving contracts.

Sincerely yours,


Michael J. Lanza

cc: East Windsor Water Pollution Control Authority
Len Norton, P.E, Town Engineer/Public Works Director

TOWN OF EAST WINDSOR

The following ordinance was adopted on _____, 2020.

"Ordinance Establishing the Town of East Windsor – Broad Brook Fire Department"

BE IT ORDAINED by the legislative body of the Town of East Windsor, Connecticut (the "Town") the following ordinance creating a Town Fire Department:

Section 1. Establishment of Town Fire Department

Pursuant to Connecticut General Statutes Section 7-301, the Town hereby establishes a Town Fire Department to be known as the "Town of East Windsor – Broad Brook Fire Department." All references to the Fire Department as used herein shall refer to the Town of East Windsor – Broad Brook Fire Department.

Section 2. Territorial Jurisdiction of the Fire Department

Pursuant to Connecticut General Statutes Section 7-301, the powers and duties of the Fire Department shall extend to all portions of the Town that are not included within the limits of any fire district (the "Territorial Jurisdiction"). The Warehouse Point Fire District is not included in the Territorial Jurisdiction. The outer limits of the Territorial Jurisdiction shall be the same as the boundaries of the Town excluding the Warehouse Point Fire District.

Section 3. Appropriations and Operating Expenses

All operating expenses of the Fire Department shall be met and paid for by the Town, out of Town funds appropriated for that purpose. At any meeting specially warned for the purpose, the Town shall make appropriations and lay taxes for the support thereof for the purpose of defraying the cost of maintaining and operating the Fire Department. Any tax levied by the Town for the purpose of defraying the cost of maintaining and operating the Fire Department shall be levied solely on property within the Territorial Jurisdiction, and shall exclude therefrom property within the boundaries of the Warehouse Point Fire District.

Section 4. Fires Services and Mutual Aid

The Town shall enter into fire services and mutual aid agreements with the Broad Brook Fire Department, Inc. ("BBFD") or any other fire company providing fire services or mutual aid within the Territorial Jurisdiction. If the Town is unable to enter into a fire services agreement for the Territorial Jurisdiction, the Fire Department shall assume all fire services within the Territorial Jurisdiction. In accordance with Connecticut General Statutes Section 7-301, the Fire Department shall assume all BBFD property that the Fire Department wishes to utilize, including, but not limited to, any buildings, fire apparatus or other property owned by BBFD. The Fire Department shall not take ownership of any building, fire apparatus or other property owned by BBFD, after having produced evidence of ownership, without having first come to an agreement with BBFD

with regard to (i) the disposition of and compensation for such building, apparatus and other property and (ii) the funding and maintenance of any building, apparatus and other property.

Section 5. Board of Fire Commissioners

The operation, supervision and management of the Fire Department shall be vested in a Board of Fire Commissioners ("Board"), consisting of five (5) members and two (2) alternates. Such members and alternates shall serve without pay. The initial members and alternates of the Board and the initial Chair and Vice Chair of the Board shall be appointed by the BBFD to the following three classes of members and alternates: (i) the first class ("Class A"), consisting of two members and one alternate; (ii) the second class ("Class B"), consisting of two members and one alternate; and (iii) the third class ("Class C"), consisting of one member. Together, Class A, Class B and Class C shall be known as the "Classes" and each a "Class."

The term of the Class A members and alternate shall expire on June 30, 2022 and every three (3) years thereafter. Class A members and alternates must be elected on the same day as the Initial Fire Department Budget Referendum (as hereinafter defined) immediately prior to the expiration of their term by the voters within the Territorial Jurisdiction.

The term of the Class B members and alternate shall expire on June 30, 2023 and every three (3) years thereafter. Class B members and alternates must be elected on the same day as the Initial Fire Department Budget Referendum immediately prior to the expiration of their term by the voters within the Territorial Jurisdiction.

The term of the Class C member shall expire on June 30, 2024 and every three (3) years thereafter. The Class C member must be elected on the same day as the Initial Fire Department Budget Referendum immediately prior to the expiration of its term by the voters within the Territorial Jurisdiction.

All members and alternates of the Board must reside within the Territorial Jurisdiction and shall not be a ranking member (including, but not limited to, any chief, assistant chief, deputy chief, captain, lieutenant, director or officer) of any fire company providing fire services or mutual aid to the Fire Department. A majority of the Board shall annually elect a Chair and Vice Chair at the Board's first meeting after July 1st of each year. The Board shall report to the Board of Selectmen and Board of Finance on all budgetary matters. The Chief of the Fire Department shall manage the day to day affairs of the Fire Department in accordance with direction from the Board. The Fire Chief shall report to the Board regarding the operation, supervision and management of the Fire Department, including all personnel and regulatory matters.

Section 6. Conduct of Fire Department

The Board shall establish rules and regulations governing the operation, supervision and management of the Fire Department; shall authorize and direct the disbursement of all funds appropriated by the Town for the Fire Department; shall provide for the supervision and care of apparatus and equipment used by the Fire Department. The Board shall appoint a fire marshal for

the Fire Department, who shall have the powers and duties prescribed for its office by the Connecticut General Statutes, the Town Charter, or by ordinance.

Section 7. Annual Fire Department Budget

Commencing with the budget for the fiscal year beginning on July 1, 2021, the Board shall annually draw up a budget covering the anticipated expenses of said Fire Department for the ensuing fiscal year (the "Fire Department Budget") and present such Fire Department Budget to the Board of Selectmen not later than February 1 in each year. The Fire Department Budget shall include itemized estimates of revenues and expenditures for the ensuing fiscal year (including any personnel costs and capital expenditures), as well as the corresponding approved budget for the current fiscal year, together with estimates of any unexpended balances for the current fiscal year. The Board of Selectmen shall review the Fire Department Budget prepared by the Board and, after consultation with the Board, may revise the Fire Department Budget. On or before March 15th of each year, the Board of Selectmen shall conduct at least one (1) public hearing on the proposed Fire Department Budget. Notice of any public hearing shall be published in a local newspaper at least five (5) days prior to said public hearing. On or before April 1st of each year, the Board of Selectmen shall approve and submit the proposed Fire Department Budget to the Board of Finance. Upon receipt, the Board of Finance may adjust by line item the requested appropriations set forth in the Fire Department Budget, calculate the mill rate to be assessed on the grand list for the Territorial Jurisdiction based on the Board of Finance's adjustment, and approve the adjusted Fire Department Budget and the recommended mill rate for the Fire Department Budget.

The Fire Department Budget as approved by the Board of Finance shall be presented by the Board of Selectmen to the voters within the Territorial Jurisdiction at a meeting specially warned for such purpose on or before the last Tuesday of the month of April. The Board of Selectmen, not less than 5 days prior to the day of such meeting, shall remove a vote on the Fire Department Budget from the call of the meeting and submit the Fire Department Budget to the voters of the Territorial Jurisdiction at a referendum vote to be held on the second Tuesday of the month of May (the "Initial Fire Department Budget Referendum").

If the Fire Department Budget fails at the Initial Fire Department Budget Referendum, the Fire Department Budget shall be returned to the Board of Finance who shall return the Fire Department Budget to the Board with instructions to resubmit a revised Fire Department Budget to the Board of Finance on or before the third Tuesday of the month of May. Following the third Tuesday of the month of May, the Board of Finance shall approve the revised Fire Department Budget. The revised Fire Department Budget as approved by the Board of Finance shall be presented by the Board of Selectmen to the voters of the Territorial Jurisdiction at a meeting specially warned for such purpose on or before the first Tuesday of the month of June. The Board of Selectmen, not less than 5 days prior to the day of such meeting, shall remove a vote on the revised Fire Department Budget from the call of the meeting and submit the revised Fire Department Budget to the voters of the Territorial Jurisdiction at a referendum vote to be held on the second Tuesday of the month of June (the "Second Fire Department Budget Referendum").

If the Fire Department Budget fails at the Second Fire Department Budget Referendum, the Fire Department Budget shall be returned to the Board of Finance who shall return the Fire Department

Budget to the Board with instructions to resubmit a revised Fire Department Budget to the Board of Finance on or before the third Tuesday of the month of June. Following the third Tuesday of the month of June, the Board of Finance shall approve the revised Fire Department Budget. The revised Fire Department Budget as approved by the Board of Finance shall be presented by the Board of Selectmen to the voters of the Territorial Jurisdiction at a meeting specially warned for such purpose on or before the first Tuesday of the month of July. The Board of Selectmen, not less than 5 days prior to the day of such meeting, shall remove a vote on the revised Fire Department Budget from the call of the meeting and submit the revised Fire Department Budget to the voters of the Territorial Jurisdiction at a referendum vote to be held on the second Tuesday of the month of July (the "Third Fire Department Budget Referendum").

Upon approval of the Fire Department Budget at a referendum, the Board of Finance shall set the mill rate and promptly notify the Tax Collector of such rate. Official copies of the Fire Department Budget, as approved, shall be filed by the Board of Finance with the Town Clerk within five (5) days of approval.

If the Fire Department Budget fails at the Third Fire Department Budget Referendum, the Fire Department Budget reverts to last year's approved Fire Department Budget, plus two percent (2%), and shall be deemed the approved Fire Department Budget for such year. The Fire Department Budget shall be returned to the Board of Finance for the sole purpose of establishing a mill rate. The Fire Department Budget and the mill rate shall be adopted no later than midnight on the 15th of July. Expenditures prior to the final adoption of the Fire Department Budget shall be governed by the provision of the Connecticut General Statutes.

Sections 8-4 and 8-5 of the Town Charter shall not apply to the Fire Department Budget.

Any Fire Department Budget surplus shall be segregated from Town budget funds and be used solely for Fire Department purposes.

Section 8. Suspension and Removal of Members

The Board shall have the power to suspend or remove members of the Fire Department, including the Chief of the Fire Department, pursuant to rules and regulations established for such purpose. No member of the Fire Department shall be suspended, reduced in grade or removed without having first received a written statement from the Board setting forth the reason for such removal or reduction and been given an opportunity to appear and be heard before the Board.

EFFECTIVE DATE: _____

Attest: _____
Amy R. Lam
Town Clerk of East Windsor

Ordinance No: _____

TOWN OF EAST WINDSOR

FIRST SELECTMAN JASON E. BOWSA

RESOLUTION TO ESTABLISH A DIVERSITY COUNCIL

Whereas the Town of East Windsor seeks to foster a climate of inclusion for people of all races, religions, gender identity or expressions, ages, or sexual orientations; and

Whereas civil unrest around the nation has shown a clear and present need for governments to foster policies of inclusion; and

Whereas bias, whether inherent or intentional, exists in communities across the nation; and

Whereas the Town of East Windsor will not tolerate or encourage bias within our Town government or in the administration of services to the public.

Now Therefore, The Town of East Windsor hereby establishes a Diversity Council, which shall be charged with collaborating with other boards and commissions to identify areas where minorities may be experiencing inequality in our current or future policies and practices, bring awareness to racial sensitivities, promote diversity throughout the town throughout the year, and provide guidance and input for future Town ordinances and policies in order to create and foster a more inclusive community where all people feel welcomed, included and represented.

The Diversity Council shall consist of not less than five (5) and not more than nine (9) members who shall serve for a term of four (4) years. The Council shall be appointed by the Board of Selectmen in accordance with the East Windsor Town Charter, as amended from time to time. The Council shall report its activities to the Board of Selectman not less than annually but may report more regularly as deemed necessary and appropriate.

TOWN OF EAST WINDSORFIXED ASSESSMENT AGREEMENT

THIS AGREEMENT made effective as of August 20, 2020 (the "Effective Date"), by and between Town of East Windsor, Connecticut, a governmental body organized under the laws of the State of Connecticut, 11 Rye Street, East Windsor, Connecticut 06016 ("Town"), and RM18 Holdings, LLC, 3949 Forest Parkway, Suite 100, Wheatfield, NY 14120 ("Company")

RECITALS

- A. Company plans to construct the Facility, as defined herein.
- B. Under Section 12-65b of the Connecticut General Statutes, as amended (the "Statute"), the Town may, by affirmative vote of its legislative body, enter into a written agreement, fixing the assessment of the real property and all improvements thereon, provided such improvements are for at least one of the uses set forth in the Statute.
- C. On September 5, 2017, the Town and Calamar, Inc. ("Calamar") entered into a Fixed Assessment Agreement relating to the Facility (the "Original Agreement").
- D. The Company is the successor in interest to Calamar.
- E. Construction of the Facility has been delayed beyond the schedule set forth in the Original Agreement.
- F. On July 22, 2020, the Company provided the Board of Selectman (the "BOS") information verifying the cost of the Facility, the cost of the personal property to be located within the Facility and a new schedule for the construction and equipping of the Facility.
- G. The BOS has determined that the Facility qualifies for a fixed assessment under the Statute and desires to offer a three-year assessment schedule (with an optional fourth year as described in this Agreement) on the Facility as an inducement for Company to develop and construct the Facility within Town.
- H. At its meeting on August 20, 2020, the BOS has adopted a resolution authorizing Town to enter into this Agreement, subject to the affirmative vote of the Town's legislative body.
- I. Town and Company now desire to enter into this new Agreement to affect a reduced assessment schedule of the Facility.

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

ARTICLE I - DEFINITIONS

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

30 ✓ 8/20/2020 Attachment D

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

Section 1.2 - Facility. The term "Facility" shall mean the three-story, 122-unit, Adult Apartment Building at 20 North Road in East Windsor, Connecticut, including all buildings, structures, foundations, fencing, curbing, light standards, always, access drives, and parking areas, but otherwise exclusive of any personal property and motor vehicles, and Land. The Facility shall be constructed in conformity with the Town of East Windsor Zoning Regulations.

Section 1.3 - Fixed Net Assessment. The term "Fixed Net Assessment" shall refer to Town's authority, under Connecticut General Statutes 12-65b, of a fixed assessment on the Facility, which shall be equal to a portion of the assessed value of the Facility, for a given year of the Fixed Assessment Period, as set forth in Section 2.1 below. The fair market value and assessment of the Facility shall be determined by the Town Assessor in accordance with law.

Section 1.4 - Fixed Assessment Period. The term "Fixed Assessment Period" shall refer to a full three (3) year assessment period that shall begin on October 1, 2020 and end on September 30, 2023. Upon the completion of such three (3) year assessment period (subject to the one-year extension set forth in Section 2.1 of this Agreement), the Fixed Assessment Period shall automatically expire.

Section 1.5 - Investment In Facility. The term "Investment In Facility" shall mean all costs incurred by Company in development and construction of the Facility as described in Section 1.1 above, including the cost of materials, labor, fixtures, and all other hard costs capitalized as part of the Facility, excluding land cost.

Section 1.6 - Investment In Personal Property. The term "Investment In Personal Property" shall mean all costs incurred by Company in the fabrication, purchase, lease, transportation and installation of personal property located at the Facility and on the Land, including all manufacturing and vendor costs, sales taxes and other hard costs capitalized as part of such personal property.

Section 1.7 - Land. The term "Land" shall mean the premises generally known as 20 North Road, East Windsor, Connecticut, together with any additions or reductions thereof.

ARTICLE II - TAX MATTERS

Section 2.1 - Fixed Assessment. Town and Company agree that the Fixed Assessment for the Facility shall be effective during the Fixed Assessment Period. During the Fixed Assessment Period, Town shall establish the assessment of the Facility at an amount equal to (i) seventy-six percent (76%) of the assessed value of the Facility for year one of the Fixed Assessment Period; (ii) eighty-four percent (84%) of the assessed value of the Facility for year two of the Fixed Assessment Period; and (iii) ninety-two percent (92%) of the assessed value of the Facility for year three of the Fixed Assessment Period. If Company completes construction of the Facility and receives a final Certificate of Occupancy for the Facility from the Town on or before April 1, 2021, Town shall extend the assessment benefit for an additional year and establish the assessment of

the Facility at an amount equal to ninety-two percent (92%) of the assessed value of the Facility for the assessment year beginning on October 1, 2023 and ending on September 30, 2024. The assessed value of the Facility is determined each year and is based on the assessed value of the Facility on the grand list on October first of the current Grand List year. The assessed value of the Facility may change during a revaluation year or if additions or modifications are made to the building. This Agreement does not apply to any taxes levied by any fire district or other taxing entity. The assessment value of the Land, including any existing improvements thereon as of the Effective Date, any personal property, and any motor vehicles shall be determined by the Town Assessor in the normal course pursuant to state and local laws.

Section 2.2-Real Estate Tax Payments. During the Fixed Assessment Period (including, if applicable, the one-year extension set forth in Section 2.1 above), Company agrees to pay for each tax year the required ad valorem real estate tax payment for the Facility and the Land based on the assessed value of the Land plus the Fixed Net Assessment for the Facility for each such year as set forth in Section 2.1 above. Company shall make such payment no later than the applicable due dates of the tax billing. If the Company fails to make such payment, in addition to any other remedies provided herein, such payment shall be subject to penalty interest for late payment. Prior to and after the Fixed Assessment Period, the Company shall pay real estate taxes on the Facility in accordance with applicable law. Company agrees to pay full real estate taxes levied by the Town on the Land throughout the term of this Agreement.

Section 2.3-Personal Property and Motor Vehicle Taxes. Company agrees to pay full taxes levied by the Town on all personal property and motor vehicles or leased motor vehicles of the Company throughout the term of this Agreement. Company shall make such payment no later than the applicable due dates of the tax billing. If the Company fails to make such payment, in addition to any other remedies provided herein, such payment shall be subject to penalty interest for late payment.

Section 2.4-Assessment and Revaluation. The Company shall have the right to appeal any increase in assessment due to a Town-wide property revaluation pursuant to Connecticut General Statutes, sections 12-117a and 12-119, as amended. Throughout the term of this Agreement, the assessment of the Land shall be determined in the normal course pursuant to state and local laws. For the periods prior to and after the Fixed Assessment Period, the assessment of the Facility shall be determined in the normal course pursuant to state and local laws.

ARTICLE III - MINIMUM INVESTMENTS

Section 3.1 - Minimum Investment In The Facility. Company shall complete construction of Facility no later than July 1, 2021. Company agrees to make an Investment in Facility in accordance with the approved site plan of at least \$11,200,000.

Section 3.2 - Minimum Investment In Personal Property. Company agrees to make an Investment In Personal Property of at least \$150,000 no later than July 1, 2021. In addition, the Company agrees to locate its motor vehicles or leased motor vehicles in East Windsor to the extent required by law to establish their situs for purposes of the East Windsor motor vehicle tax.

Section 3.3 – Schedule. No later than July 1, 2021 or at the end of any approved extension period as provided in Section 3.1 and Section 3.2, Company shall furnish Town with a third-party certificate confirming Company's satisfaction of the obligations contained in Sections 3.1 and 3.2 hereof, as well as a declaration of Personal Property shall be submitted to the assessor. Company, at the request of Town, shall furnish Town with general information substantiating the expenditure of such investment no later than July 1, 2021. Town acknowledges that any certification from a third-party architect, managing contractor, engineer, general contractor, vendor or manufacturer, which certifies such investment will satisfy any request by Town for additional evidence verifying the expenditure of such investment. Company shall permit the Town at reasonable times and upon reasonable notice during the term of this Agreement to inspect the Facility for purposes of confirming that the Facility continues to operate as Adult Apartment Building.

Section 3.4 – Failure to Comply. In the event the Company has not provided the anticipated Investment In The Facility and Investment in Personal Property as set forth in Sections 3.1 and 3.2 above by July 1, 2021, the Town shall be entitled to terminate this Agreement and recover such tax benefits as set forth in Section 5.2 of this Agreement. In the event of such termination by Town, the assessment of the Facility shall revert to 70% of its fair market value as determined by the Town Assessor.

ARTICLE IV – EMPLOYMENT MATTERS

Section 4.1 – Town Residents. During the Fixed Assessment Period (including, if applicable, the one-year extension set forth in Section 2.1 above), Company shall exercise good faith efforts to recruit qualified residents of Town to fill part and full-time positions at the Facility; provided, however, that Company is under no legal obligation to hire any resident of Town for such purposes, it being understood that Company, in its sole discretion, will make the ultimate determination on whether or not a resident is qualified to fill a position or to hire such person. For purposes of this Agreement, Company's good faith efforts shall include providing notice of job openings for the Facility to the First Selectman of the Town for dissemination. During the Fixed Assessment Period (including, if applicable, the one-year extension set forth in Section 2.1 above), Company shall provide quarterly written reports to the Board of Selectmen describing its efforts over the prior quarter to recruit qualified residents of Town to fill part and full-time positions at the Facility, including the number of qualified residents hired by the Company at the Facility over such quarter.

ARTICLE V – OPERATION OF FACILITY

Section 5.1 – Operation. – Operation. During the Fixed Assessment Period (including, if applicable, the one-year extension set forth in Section 2.1 above) and for a period of two (2) consecutive years thereafter, the Company agrees that it shall not:

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

5.1.2 Change the use of the Facility to a use that does not comply with one or more of

the uses set forth in Section 12-65b of the Connecticut General Statutes and the Ordinance;

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

5.1.4 Declare bankruptcy.

Section 5.2— Remedies. In the event the Company is in default under Sections 3.1, 3.2, 3.4, 4.1 and 5.1.1 through 5.1.4 above, or in material default of any other obligation contained in this Agreement, the Town shall have the right to recover all tax benefits provided to the Company during the Fixed Assessment Period and terminate this Agreement and the Fixed Assessment. In the event that Company has instituted appropriate administrative or legal proceedings challenging the amount of the statutory assessment of the Facility and Land, payment of any and all taxes shall be in accordance with Connecticut General Statutes section 12-117 and other applicable law.

ARTICLE VI – REPRESENTATIONS AND WARRANTIES

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

6.1.1 This Agreement is in material compliance with Town Charter and with the Connecticut General Statutes, et seq.

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

6.1.3 Subject to the affirmative vote of the Town's legislative body, the Town has the power to enter into this Agreement and to carry out its obligations hereunder.

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

6.1.5 This Agreement has been duly authorized by Board of Selectmen, and upon the affirmative vote of the Town's legislative body, will be a valid and binding obligation of Town, and is enforceable in accordance with its terms against Town.

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

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

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

- 6.2.1 Company is qualified and licensed to transact business in the State of Connecticut.
- 6.2.2 Company has the power to enter into this Agreement and to carry out its obligations hereunder.
- 6.2.3 The execution and delivery of this Agreement, the performance of the obligations of Company contained in this Agreement, the consummation of the other transactions contemplated hereby, and the fulfillment of the compliance with the terms and conditions of this Agreement by Company are not prevented by or result in a breach of, the terms, conditions or provisions of any statute, law, ordinance or regulation by which Company is bound, or any contractual restriction, financing, agreement or instrument of whatever nature to which Company is now a party by which it is bound, nor do they constitute default under any of the foregoing.
- 6.2.4 This Agreement has been duly authorized by Company and is a valid and binding obligation of Company and is enforceable in accordance with its terms against Company.
- 6.2.5 The officer of Company executing this Agreement is in good standing with Company and is authorized to execute and deliver this Agreement, in such capacity.
- 6.2.6 There is no claim or litigation, or to the best of Company's knowledge, threat of any claim or litigation, against Company with respect to its execution and delivery of this Agreement, the conferral of the Fixed Assessment or any other matter contained in this Agreement.
- 6.2.7 There are no actions, suits or proceedings pending or, threatened against or affecting the Company or before any arbitrator or any governmental body in which there is a reasonable possibility of an adverse decision which could materially affect the ability of Company to perform its obligations under this Agreement.

ARTICLE VII -- DEFAULT

Section 7.1 -- Town Default. In the event that Town fails to perform under Section 2.1 of this Agreement and Company furnishes notice to that effect to Town, and Town fails substantially to rectify the same within thirty (30) days after receipt of notice, and such an additional reasonable time period as is necessary to rectify the matter if the nature of such non-compliance cannot be reasonably cured within said thirty (30) day period so long as Town initiates the curing thereof within said thirty (30) day period and thereafter diligently prosecutes such curing, then Town shall be deemed to be in default of this Agreement. In the event of Town's default under this Agreement beyond applicable cure periods, Company shall be entitled to all rights and remedies at law or in equity.

Section 7.2 - Company Default. In the event that Company fails to perform a covenant or agreement, or to observe a term or condition, contained in this Agreement and Town furnishes notice to that effect to Company, and Company fails substantially to rectify the same within thirty (30) days after receipt of notice, and such an additional reasonable time period as is necessary to rectify the matter if the nature of such non-compliance cannot be reasonably cured within said thirty (30) day period so long as Company initiates the curing thereof within said thirty (30) day period and thereafter diligently prosecutes such curing, then Company shall be deemed to be in default of this Agreement. In the event of Company's default under this Agreement beyond applicable cure periods, the Town, in addition to any remedies provided herein, shall be entitled to all rights and remedies at law or in equity, including the right to assess all penalties and to exercise all rights accorded to it as a taxing authority under the Connecticut General Statutes for the non-payment of taxes and the payment of all legal fees and expenses incurred by the Town relating to the Company's default.

ARTICLE VIII - MISCELLANEOUS

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

To Town:

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

With a copy to:

Joshua A. Hawks-Ladds, Esq.
Pullman and Comely
90 State House Square
Hartford, CT 06103

To Company:

RMI8 Holdings, LLC
3949 Forest Parkway, Suite 100
Wheatfield, NY 14304
Attention: General Counsel

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

Section 8.2- Successors and Assigns. Assignment. Company shall not assign its rights and obligations under this Agreement except with the written consent of the BOS. All of the terms and provisions of this Agreement shall be binding on and inure to the benefit of all of the successors and assigns of the parties hereto.

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

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

Section 8.5 – No Admission as to Value. The Company and the Town acknowledge and agree that the values placed upon the Land and the Facility as a result of this Fixed Assessment Agreement shall not be construed as an admission by any party or as evidence of any kind as to the true fair market value of the Land or the Facility.

Section 8.6 – No Further Abatement: Company acknowledges and agrees that the Fixed Net Assessment offered pursuant to this Agreement is not binding upon the Town beyond the Fixed Assessment Period agreed to herein.

[Signature Page to Follow]

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

TOWN OF EAST WINDSOR

By: Jason E. Boyer
Name: Jason E. Boyer
Title: First Selectman

RMIS HOLDINGS, LLC

By: [Signature]
Name: [Signature]
Title: Director of Business Development East

ACKNOWLEDGMENTS

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

The foregoing instrument was signed and acknowledged before me on August 21, 2020 by Jason E. Bowza, as the First Selectman of the Town of East Windsor, on behalf of said Town.

My commission expires:
(SEAL)

AMY R. LAM
NOTARY PUBLIC
MY COMMISSION EXPIRES MAR. 31, 2022

Amy R. Lam
Notary Public

STATE OF South Carolina)
COUNTY OF York) ss.: For. RM Holdings, LLC

The foregoing instrument was signed and acknowledged before me on August 18, 2020 by Jimmy C. C. as the President of RM18 Holdings, LLC, on behalf of said Company.

My commission expires:
10-63-7029
(SEAL)

Amy Ghent
Notary Public

Amy Ghent
Notary Public State of South Carolina
My Commission Expires 10-3-2029



BETWEEN BP GAS STATION & BURGER KING
 1646 West Highway 160, Fort Mill, South Carolina 29708
 Tel: (803) 548-2831 | Fax: (803) 548-3854
 Email: sc110@postnet.com | www.postnet.com/sc110

WWW.POSTNET.COM • WWW.POSTNETFRANCHISE.COM • WWW.FACEBOOK.COM/POSTNET


Fax Cover Sheet

Date Aug 18 2020 Fax No. 860-623-4798
 Attention Michelle LaBelle Phone 704-777-4184
 From Jim Stenvis Phone 704-777-4184
 Email stjenvis@calamar.com
 # of pages transmitted (including this page) 11

☒ URGENT ☐ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE RECYCLE

Notes

To: m. LaBelle - First Selectmans Office
 East Windsor, CT

Please hold for m. LaBelle -
 Thank you -


NOTE: This Facsimile is CONFIDENTIAL and contains information intended only for the party to which it is addressed. No reproduction of this fax may be made without the written consent of the addressee. For more information about our franchise opportunities, visit www.postnetfranchise.com or call 800-338-7401.

We Can Help. PostNet. Your Neighborhood Business Center.

SN-8/24/2020 -

Attachment E

9A



CT PRIME EAP Program

Addendum to CT PRIME Master Services Agreement for EAP

Town of East Windsor intends to join the CT PRIME EAP Master Services Agreement with Deer Oaks.

Number of Employees: 72

Start Date: August 10, 2020

Billing Cycle

☐ Monthly

Visit Model

☐ 8 visit model

Pricing

☐ \$1.17 PEPM**

****Pricing is based on the total number of employees from participating CT PRIME members and affiliates.**

Signature: _____

Printed Name: _____

Title: _____

Organization: _____



Discover the Employee Assistance Program and Work-Life Benefits Now Available to CT Prime Members

About Deer Oaks

Deer Oaks is a premier, national Employee Assistance and Work/Life Company dedicated to helping our members improve their health and well-being through quality, cost-effective services. Deer Oaks has over two decades of experience in the EAP industry and currently covers 1 million members through our integrated programs. Further, with 95% of our client base comprised of public sector employers, we are public sector experts. Implementing high-quality, built-to-suit EAP programming to public employers is our core business. EAP isn't just something we do- It's all we do.

CT Prime EAP Programming

- 24-hour intake, assessment, in-the-moment support, and crisis intervention
- Helpline answered "live" by Master's-level clinicians
- Choice of 3 or 8 visit short-term counseling models
- Counseling options: in-person, structured telephonic, video, and SMS text
- Formal management referral coordination and follow-up
- Legal, financial, and identity theft consultation
- Daily living/child/elder care consultation with confirmed match referral packets
- Training Catalog Seminars/Health Fair Attendance: 10 hours/year/entity
- Onsite Orientation: 1 orientation/100 members
- Webinar Orientation: Unlimited included
- Webinar Catalog Training: 10 hours/year/entity
- Critical Incident Response Services: 8 hours/year/entity
- Unlimited access to Engagement Engine Website
- Unlimited telephonic management consultations
- Program promotional items including monthly employee and supervisor newsletters

Model Options & Pricing

Deer Oaks offers CT Prime Members the following pricing model based on overall membership. Each organization may select their option of a 3 or 8 visit counseling model.

Members	3 Visit Model	8 Visit Model
1-5,000	\$1.06 PEPM	\$1.18 PEPM
5,001-10,000	\$1.05 PEPM	\$1.17 PEPM
10,001-15,000	\$1.04 PEPM	\$1.16 PEPM
15,001-20,000	\$1.03 PEPM	\$1.15 PEPM
20,001-25,000	\$1.02 PEPM	\$1.14 PEPM
25,000+	\$1.01 PEPM	\$1.13 PEPM



Interested in Joining? Contact:



Greg Brannan
Dir. of Business Development
(301) 829-0364
gbrannan@deeroaks.com



BW- 8/20/2020 -

Attachment F

98

Town of East Windsor Capital Improvement Plan Policy

Capital expenditures are defined as major projects undertaken by the Town that generally adhere to the following criteria:

- Projects must be for Town owned or leased property with a cost in excess of \$20,000
- Expenditures requiring the issuance of debt or borrowing
- Acquisitions or long-term lease of land or buildings
- Purchase of equipment or vehicles
- Major building improvements of Town-owned or leased buildings/property that are not routine expenses
- Equipment or furnishing for any public improvements when first acquired
- Cost of engineering or architectural studies or designs and services relative to a public improvement or construction of new facilities

All Town affiliates requesting funds for Capital Improvements for the next five fiscal years shall submit a proposal for each request to the Capital Improvement Planning ("CIP") Committee on a CIP Request form provided by the Committee that must include:

1. **Name of project** with brief description and reason for request
2. **Total estimated cost** accompanied by a written estimate from a vendor or contractor
3. **All Potential Sources of Funding** - more than one source of funds may be appropriate for a given project. The source of funding and the amount from each source must be identified on the CIP Request form. Possible sources of funding are:
 - Current year's Capital Improvement Budget (years)
 - Bonding (long term)
 - Lease-Purchase
 - Grant (Federal or State)
4. **Department Priority Ranking** of one of the following:
 - Mandated: projects previously contracted for or those mandated by code, statute regulation
 - Scheduled Improvement: planned projects that are necessary but can wait until scheduled funds are available
 - Critical improvement: projects that will eliminate conditions that imperil health or safety or replace unsatisfactory conditions or to provide essential services
 - Desirable: projects that are desirable for ideal operations but cannot be considered an immediate need

It is the CIP Committee's responsibility to make the final determination on eligibility of capital projects to be submitted as recommendations to the Board of Selectmen. The CIP Committee shall consider the following:

- The extent to which the proposed expenditure is needed
- The soundness of the proposal in terms of the need to be fulfilled
- The quality of cost estimates provided
- What alternatives, if any, exist
- The cost impact of the proposal on the Town's financial position and mill rate

Capital Improvement Purchase Orders are to be approved by the First Selectman prior to disbursement of funds. The Building Committee shall oversee any CIP projects that encompass land purchase, renovations and new construction.

Under extraordinary circumstances, the Town will consider recommending capital expenditures not included in the Annual Capital Improvement Budget and reserves the right to fund emergency expenditure as provided by the Connecticut General Statutes.

Approved by the Board of Selectmen _____

BWS 8/20/2020 Attachment G

First Selectman's Report – August 20, 2020

Where last week I had my longest First Selectman's report, this week will be one of the shortest.

Questions are starting to be raised about voting procedures for November's election. The Secretary of the State will be sending out absentee ballot applications to all eligible voters in the middle of September. Anyone interested in voting absentee will need to fill out and return the application to the East Windsor Town Clerk, who will mail out the actual ballots beginning on or about October 2nd. Once an absentee ballot is received, it needs to be returned and in possession of the Town Clerk before 8pm on Election Day.

Our Senior Center is working to survey clients about needs and programming that they'd like to see restored, and would be willing to use, as we consider how and when to reopen the Senior Center. If you'd like to add your opinion to the survey, call the Senior Center at 860-292-8262.

Social Services is preparing their back-to-school backpack program. This year, we are trying to put together backpacks for 115 students, and the department is still seeking donations of supplies or gift cards with which to purchase supplies. If you are willing to contribute either, please call the Community Services Department at 860-623-2430.

The Planning Department will welcome a new Zoning Enforcement Officer on Monday. Ruthann Calabrese comes to the town having served similar roles in several other communities, and she's spent many years working in public utilities. Bringing her onboard is part of a concerted effort to institute new practices and philosophies geared towards customer service in that department. We're excited for Ruthann to join our team!

The Town will be doing curbside storm debris removal from people's homes, beginning the week of August 31st. If anyone needs this service, they can call the Department of Public Works at 860-292-7073 to schedule a pickup. Debris needs to be at the curbside and cut in lengths of less than four feet.

Today, I met with our Emergency Management team and leaders from key town agencies and departments to evaluate the Town's response to the recent tropical storm. I reiterated that I was really proud of the work that they'd all done during the event, and that I had heard a lot of really appreciative feedback from members of the public. We also shared some ideas that may improve our response moving forward.

Respectfully submitted,

Jason E. Bowsza
First Selectman

Bas 9/20/2020 Attachment H

Selectmen's Report - August 20th, 2020

On Thursday, August 13th, 2020 I attended the Veterans Commission meeting held at the American Legion Post 40. It was a socially distanced meeting with masks worn by all and it was so good to see everyone in person, once again. After lots of thought and discussion, the Commission voted to cancel the 2020 Veterans Day Road Race. Although they wished it could go on, members agreed that there is too much uncertainty as to where we will be with the pandemic in a few months. The Commission is looking forward to putting on a spectacular and special race in 2021.

On Monday, August 17th, 2020 the Warehouse Point Fire District held a Special Meeting to discuss two upcoming projects that the Board of Fire Commissioners are recommending that the District taxpayers approve for bonding. These projects total \$2,000,000 and include an addition to the District's Firehouse Station One (\$800,000) and a new Pumper/Ladder Truck (\$1.2million). There will be a Public Hearing held via Zoom to inform the public of these projects on August 31st, 2020 at 7:00PM and a Drive Thru Public Vote, pending health department approval on Thursday, September 3rd, 2020 from 6:00PM-8:00PM.

On Tuesday, August 18th, 2020 the Board of Selectmen held its final Public Hearing to receive input on the proposed changes to our governing document put forth by the Charter Revision Commission. The Board unanimously agreed that they were not in favor of the changes made in Section 8-5, giving the Board of Finance the authority to set the budget if it did not pass after three referendums. After a lengthy discussion, the Board, with a vote of 3-1, put forth a recommendation that if the budget did not pass after the third referendum, that the budget reverts back to last year's approved budget plus 3.5%. Although I agree with the Board that the budget reverting back to last year's approved budget plus 2% as it currently stands, hinders our growth not allowing for funding of needed projects and handicaps our ability to bond, I could not support putting forth an arbitrary number without a standard or basis in its place. Following the Board of Selectmen meeting, the Charter Revision Commission rejected the Board of Selectmen's recommendation, reverting it back to their original proposal. The Board of Selectmen will meet on Thursday, August 27th, 2020 via Zoom to decide whether the Charter questions should move forward to the ballot this November. I welcome your comments and input as to how the public would like to see us proceed. Please send them to me at: smuska@eastwindsorct.com. Thank you!

Submitted With Sincerity,

Sarah A. Muska, Selectman