

# **TOWN OF EAST WINDSOR BOARD OF SELECTMEN**

## **REGULAR MEETING**

**Thursday, January 21, 2021**

**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/SPEAKERS signing in to teleconference:** Interim Town Planner Michael D'Amato, Zoning Enforcement Officer/Wetlands Agent Ruthanne Calabrese, Terri Hahn, LADA, PC – Land Planners.

**Public (as identified in the Meeting participation list):** Bill, Clark, Joe, MM, Samsung, Tom Lansner.

**PRESS:** Joe Chaisson, Journal Inquirer.

#### **1. TIME AND PLACE OF REGULAR MEETING:**

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First Selectman Bowsza called the January 21, 2021 Regular Meeting of the East Windsor 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.

**2. PLEDGE OF ALLEGIANCE:**

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

**3. ATTENDANCE:**

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

**4. APPROVAL OF MEETING MINUTES**

**A. January 7, 2021 Regular Meeting Minutes:**

Deputy First Selectman DeSousa referenced item 9B, on page 5 and 6 of the January 7, 2021 Regular Meeting Minutes; she questioned if additional information regarding Item 9B – the Veterans Exemption - would be forthcoming. She didn't see it on tonight's agenda and didn't want to lose track of it. First Selectman Bowsza indicated further action is on his "to do" list.

**MOTION: To APPROVE the Regular Meeting Minutes of the Board of Selectmen Meeting dated January 7, 2021 as presented.**

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

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

**5. PUBLIC PARTICIPATION:**

First Selectman Bowsza noted the first opportunity for the public to offer comments. No one requested to speak.

**6. COMMUNICATIONS:**

**A. Town of East Windsor Comments to Raytheon.**

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First Selectman Bowsza indicated this letter has been transmitted.

**7. BOARDS AND COMMISSIONS RESIGNATIONS AND APPOINTMENTS:**

**A. Resignations:** None.

**B. Reappointments:** None.

**C. New Appointments:**

1. Ian Neill (U), American Heritage River Commission, regular member for a term expiring November 1, 2024:

**MOTION: To APPOINT Ian Neill (U), American Heritage River Commission, regular member for a term expiring November 1, 2024.**

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

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

2. Lynn Stanley (U), Economic development Commission, regular member for a term expiring January 1, 2024:

**MOTION: To APPOINT Lynn Stanley (U), Economic development Commission, regular member for a term expiring January 1, 2024**

**Baker moved/no one seconded the motion.**

The motion failed for lack of a second.

**8. UNFINISHED BUSINESS:**

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

- (\*) A. Broad Brook Mill Update:
- (\*) B. South Road Ownership Option Update:
- (\*) C. ACI Auto Group LLC – Tax Incentive Program:
- (\*) D. Polling Location Change:

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**9. NEW BUSINESS:**

**A. Establishment of Negotiating Teams for Dispatchers, Clerical and Supervisors**

First Selectman Bowsza noted the Town has received demands to negotiate with three of the unions. He noted Selectman Baker is serving on the Pension Board, so it makes sense for him to also serve on the Supervisors team. First Selectman Bowsza indicated he is seeking volunteers to serve on the Dispatchers and Clerical teams. Selectman Nordell volunteered to serve on the Dispatchers team if there was no conflict of interest for him; First Selectman Bowsza agreed there was no conflict, or personal or financial implication for Selectman Nordell to serve on the Dispatchers team. Selectman Muska volunteered to serve on the Clerical team.

**MOTION:** To **APPOINT** Selectman Nordell for the Dispatchers negotiating team, Selectman Muska for the Clerical negotiating team, and Selectman Baker for the Supervisors negotiating team.

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

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

**B. Ruthanne Calabrese – Car Dealerships:**

First Selectman Bowsza introduced Ruthanne Calabrese, our Zoning Enforcement Officer. He noted ZEO Calabrese has been working on some enforcement actions, which has come to the Board at the request of Selectman Nordell and Fire Marshal Austin.

First Selectman Bowsza shared her spreadsheet entitled “Zoning Inspection – Site Plan Compliance 2021” (**See Attachment A**)

ZEO Calabrese reported she has been doing a sweep of car dealerships and repair shops in town. She indicated this list is extracted from the Assessor’s Database. She has sent out letters to 50 establishments alerting them the program would be kicking off. ZEO Calabrese indicated the issues were overcrowded lots, displaying more vehicles than their site plan allows for, vehicles displayed in the DOT right-of-way or landscaped areas, accumulation of junk vehicles or vehicle parts and accessories, and non-compliant signage. The letters were sent prior to initiating inspections.

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ZEO Calabrese reported some people have already called the Planning Office asking for their site plans. She's noticed that some of the dealerships have started to clean up their locations, and move cars around.

Referencing the spreadsheet ZEO Calabrese indicated the yellow highlighted establishments are those she's concentrating on currently; it's a large parcel at 200 South Main Street which contains many different businesses on the single parcel. The two businesses highlighted in green were issued Notices of Violation prior to the kickoff of this campaign. The establishments shaded in grey are businesses she's researching as they were not listed on the DMV list. ZEO Calabrese suggested it could be that they don't have a license, or the business no longer exists in town, or the Town's database could be pending updating. She also noted there's a handful that are on the DMV list but not on our database.

ZEO Calabrese indicated she's prioritizing the list beginning with the most unsightly locations, or egregious violations, as well as those identified by the Fire Marshal. She reiterated the campaign is underway; she's approaching her review five locations at a time.

Selectman Nordell suggested this campaign is great. Reviewing the spreadsheet, he noted some of the names of the establishments don't all jive with what their signs say vs. what's here on the list. As an example he noted Kristie's (North Road). He agrees the establishments in yellow have a ton of cars on the lots. He reported you can't drive a car onto the lot because it's so tight, let alone an emergency vehicle or a fire truck if there was an incident there. Those locations are hazardous to first responders, as well as the people who work there and may be doing business with them as well.

Deputy First Selectman DeSousa referenced Selectman Nordell's comment about Kristie's. She noted Kristie's has been sold; the business is now known as Trusted Auto.

First Selectman Bowsza queried the Board for additional comments; no one requested to speak.

First Selectman Bowsza thanked ZEO Calabrese for her work on this. He noted when the Town brought her on board the inspection component had been lacking and needed to be tuned up. ZEO Calabrese has done a great job building the plane as she's flying it here; it's great to see the product of her efforts. First Selectman Bowsza indicated he appreciates ZEO Calabrese's work.

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First Selectman Bowsza noted he received a text from Mike D'Amato, who is currently tied up. He suggested postponing **Item C** under **NEW BUSINESS**, and taking **Item 9D – Terri Hahn – LADA PC Land Planners Presentation** next.

**MOTION:** To **POSTPONE** Item C under **NEW BUSINESS**, and take Item 9 – Terri Hahn – LADA PC Land Planners presentation next.

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

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

**D. Terri Hahn – LADA PC Land Planners Presentation:**

Terri Hahn, of LADA PC Land Planners, joined the Board for a presentation of the study being conducted regarding the impact of stormwater and flooding on future development of the Warehouse Point Village. Mrs. Hahn's presentation is available on the Town Website – see directions below. Mrs. Hahn indicated this is a presentation for Warehouse Point – Planning for Stormwater Management and Village Center Redevelopment grant, which we've been calling the Warehouse Point Planning Study. She indicated the project is funded by a Responsible Growth and Transit Oriented Development Grant from the State of Connecticut Department of Economic and Community Development (DECD). The project was initiated in 2018 and initially included the study of Transit-Oriented-Development associated with the relocation of the train station in Windsor Locks which created development opportunities in downtown Windsor Locks – a walkable distance from Warehouse Point Center. Mrs. Hahn's work included multiple years of gathering information personally, and recently concluded with an online Survey Monkey component, as well as 300 hardcopy surveys mailed specifically to residents and/or property owners in the study area.

***Please visit the Town's website to view the detailed report.*** The report and videos can be accessed as follows: Click on "Departments" on the website main page, then click on "Planning and Development", on the menu to the left on the department webpage the "Warehouse Point Planning Study" is the second from the last item on the menu list.

First Selectman Bowsza commended Mrs. Hahn for her work on this project. He suggested the work speaks for itself; it's a very thorough well-put together presentation.

First Selectman Bowsza offered the Board an opportunity for comments.

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Deputy First Selectman DeSousa was surprised to find in Mrs. Hahn's presentation of the survey that people within the study area were not concerned with the flooding of the ballfield on South Water Street. Deputy First Selectman DeSousa asked if Mrs. Hahn would reach out to the Warehouse Point Fire District regarding their proposed building addition? Mrs. Hahn replied affirmatively.

Selectman Baker noted the amount of work Mrs. Hahn has put into the study over the years. He reported that a couple of business people and residents have asked him when the revitalization would begin. He told them the Town would be accepting a Zone Map change, and revising regulations specific to the area. Selectman Baker questioned if there was a timeline associated with the work going forward? Mrs. Hahn indicated there's a formal process the Planning and Zoning Commission must follow to complete the project after acceptance of the final report.

Selectman Nordell commended Mrs. Hahn for doing a great job; he felt she did an excellent job reaching out to the local businesses and residents. It's a shame this is the end of Mrs. Hahn's work. He hopes the Zoning Board will follow through on her recommendations. Selectman Nordell noted that living in the area, he is looking for the recommendations to come to fruition. Selectman Nordell indicated he reached out to the owners of Geissler's and told them how much the people liked them being a part of the community; they were very pleased to hear that.

Selectman Muska indicated she echoed the Board members comments. She's been following the dialogue at the Planning and Zoning meetings on the discussions. There are a lot of options that could add to the Village of Warehouse Point; she's interested to see how this progresses forward. She noted the survey also identified other things - like the blighted properties - that may need addressing.

First Selectman Bowsza questioned what the next steps are? Mrs. Hahn indicated she needs to submit the final report to the Town; that report then gets submitted to DECD, and DECD closes out the funding. From the Town's perspective, the Planning and Zoning Commission will look at moving forward with the acceptance of the proposed zones and the Zoning Map. She suggested the Town might consider striping out a bike path on North Water Street to initiate the project. Mrs. Hahn indicated there are a number of recommendations included in the report, one of which is that the Town work with the property owners that have the Blue Ditch on their property and develop to access easements to clean and maintain the culverts.

Mrs. Hahn concluded her presentation.

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**MOTION: To GO BACK INTO THE POSTED AGENDA ORDER and take Item 9C – Real Estate Web Tool Presentation under NEW BUSINESS.**

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

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

**C. Real Estate Web Tool Presentation**

First Selectman Bowsza indicated this is a project he's asked the Planning Department to undertake for some time; when Mike D'Amato joined us as Interim Town Planner he took this project on and ran with it and developed it into something that First Selectman Bowsza felt has some potential. The thought behind this product was to demonstrate to commercial real estate agents that the Town of East Windsor wants to be partners with them, and we're open for business. When Interim Town Planner D'Amato had developed a beta version of the product First Selectman Bowsza and Interim Town Planner D'Amato reached out to real estate agents in the community to see if this would be beneficial to them. First Selectman Bowsza wanted to thank Josh and Becky Koladis, Jay Madigan, Chris Davis, and Bill Artz for being a part of this.

First Selectman Bowsza turned the discussion over to Mike D'Amato, Interim Town Planner. He indicated the goal was to provide the real estate agents with something that's different than just putting a listing on Zillow or LoopNet. Interim Town Planner D'Amato cited the current listing process provides limited information to a potential buyer. The goal for this product was to provide targeted information during the first conversation to build momentum so they feel confident continuing the conversation with the Planning Staff and have information to make decisions. Interim Town Planner D'Amato indicated we've tried to develop a product that presents the information in a way that's easy to share with their client.

Interim Town Planner D'Amato virtually presented a web form currently available on the Town's website that the realtor can complete and submit parcels for listing. They can include photos as well. The information comes to the Planning Department in an Excel document which staff can populate into the data table which will project onto the website. When you click on the link it brings you to a map of East Windsor, which will show properties listed; the properties are color coded to identify the different types of properties available. Interim Town Planner D'Amato indicated he's added information based on the feedback received from the realtors, such as additional information which relates to the

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highway exits as availability of highway access would be important to commercial and industrial uses. Interim Town Planner D'Amato indicated the page he's referencing is a Google Map; it's easy for them to link it to their phones to get directions to go to the site. When you click on it, the user is provided various information, such as price, contact information, zoning designations, site plan availability in the Planning Office; this information is attached as a photo the user can retain for future discussions.

Interim Town Planner D'Amato indicated they also listed all of the zoning categories for commercial and industrial uses in town, and have created specific documents for each, they've linked that to the website which explains permitted uses. The identifier "known limitation" indicates if the properties are located within flood zones, wetlands, aquifer protection area, or an historic district. The user then clicks on another link which brings them to a document that outlines what permitted uses are allowed for the property, what uses require a Special Use Permit, and setbacks if they're interested in siting a building on the property.

Interim Town Planner D'Amato indicated all of this is accessible on your phone. What the town ends up with is an Excel database that shows us all the properties that gone on the market and come off the market over time.

Interim Town Planner D'Amato opened discussion to the Board.

First Selectman Bowsza reported he had a conversation earlier today with the IT Manger of the Connecticut Realtors Association who expressed interest in what we're trying to develop. First Selectman Bowsza indicated the intention is to show potential businesses that we want to be partners with them. This is another way to tell them we are open for business and we'd like them to consider us. First Selectman Bowsza reported Interim Town Planner D'Amato has done a great job developing this product.

Selectman Muska thanked Interim Town Planner D'Amato for his work; she suggested anything we can do to promote ourselves is great. Selectman Muska indicated she particularly liked the information about the zoning requirements specific to the location; it gives the potential business an opportunity to see what's required and if what they're considering isn't viable they can move on. Selectman Muska questioned the cost to develop this product? Interim Town Planner D'Amato indicated the product has been done for free, there's no cost to the Town; it will be maintained by staff in the Planning Office.

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First Selectman Bowsza indicated that his contact with the Connecticut Realtors Association suggested introducing this product to CRCOG and CCM to show them what we're developing and to see if there's a way to integrate their resources into this as well.

Selectman Baker indicated this is a fantastic tool; Interim Town Planner D'Amato did a great job.

Interim Town Planner D'Amato reported one of the things you hear from commercial developers and people who are interested in getting things approved on the commercial and industrial side which will cause them to shy away from development in a town is the volatile land use environment – not knowing what they're walking into and what support they have at a local level. They'll go to their Plan B or C if they know they're being welcomed by a town, and what's before them. Interim Town Planner D'Amato suggested this starts that conversation off on the right foot because we're showing them we are available. He felt it's important that the optic continues that overall climate that we want to work with people.

Deputy First Selectman DeSousa suggested this puts everything that people would spend hours researching in the palm of their hand; this will save a lot of time for people. Kudos for doing this; nice job – Deputy First Selectman DeSousa likes the product.

First Selectman Bowsza thanked Interim Town Planner D'Amato for his work on this product.

**D. Terri Hahn – LADA PC Land Planners Presentation**

See discussion above.

**E. Tax Refunds**

**MOTION: To APPROVE Tax Refunds in the amount of \$8,297.31 as identified under Tax Refund Report dated 1/19/2021.**

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

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

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**10. SELECTMEN COMMENTS AND REPORTS**

**A. Jason Bowsza - See Attachment D.**

**B. Marie DeSousa - See Attachment E.**

**C. Selectman Nordell** reported on January 13<sup>th</sup> I attended the Police Commissioner's Meeting. Due to rising costs in Police vehicles the department is approximately \$14,000 shy of purchasing and outfitting their vehicles this year. Thanks to some scheduling help from the Ambulance Association the Police Department has had most of their employees do their first round of COVID vaccinations. Commissioner Filipone mentioned he read on Facebook a resident reporting the dog pound doesn't have heat. That is not a true statement; our dog pound does have heat and in fact received a new furnace a couple of years ago. But, it does need many renovations; it's been passed off year after year unfunded. Two years ago citizens of our town voted down a proposal to eliminate our pound and merge with South Windsor. This shows keeping the pound in town is important to residents so we should find the funds this budget season to make that happen.

On the 14<sup>th</sup> I attended the East Windsor PTO Meeting. We mostly discussed ideas for upcoming fundraisers. Despite COVID restrictions we've devised some good ideas while keeping everyone socially distant.

The Connecticut Trolley Museum received another grant from Connecticut Cares small business grant to help with their operating budget due to the hit they've received due to the pandemic. The Trolley Museum has also received some generous help with supplies from and work being done by the International Brotherhood of Electrical Workers No. 42. They are new to town and have a facility on Craftsman Road. I would like thank them for their generosity, and immediate involvement in town. It's great to see such a great alliance working so well here in town.

The Geissler Supermarket Family suffered the loss of Mary Nillson on January 16<sup>th</sup>. Having worked for them for 26 years I can attest to her kindness and always pleasant attitude. She will be missed by her family, and the Geissler's community. My condolences go out to all of them.

**D. Sarah Muska - See Attachment F.**

**E. Selectman Baker** reported the Planning and Zoning Commission held a Public Hearing that was well-attended by the public. It was about a property on Depot Street getting rezoned from residential – currently it's an approved housing

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development of approximately 56 units – they’re trying to change the zoning to a multi-family district. They had previously shown the Planning and Zoning Commission a mock-up of what they would potentially like to propose as an application, which was a condominium complex of about 150 units. They were adamant about saying they had not put any plan in at this point in time, and were just looking for a zone change to multi-family, but they did actually, prior, show what they were looking to do. There was basically nobody for it in the audience whatsoever, and the Hearing was continued to next Tuesday. I know that most of you were there. So, we’ll pick that up this Tuesday coming up, and I’m sure they’ll come to some sort of resolution on that. First Selectman Bowsza reported there’s been a steady stream of correspondence coming through his office and the Planning Office since last Tuesday.

**11. PUBLIC PARTICIPATION:**

First Selectman Bowsza offered the public their second opportunity to speak; no one requested to be heard.

**12. EXECUTIVE SESSION/Pursuant to C.G.S. Sec. 1-200 (6)(b), pending claims/litigation, (6)(d), discussion of the selection or the lease, sale or purchase of real estate, (6)(e) discussion of any matter which would result in the disclosure of public records or the information contained therein described in subsection (b) of section 1/210 - – Action is possible:**

**MOTION: To GO INTO EXECUTIVE SESSION Pursuant to C.G.S. Sec. 1-200 (6)(b), pending claims/litigation, (6)(d), discussion of the selection or the lease, sale or purchase of real estate, (6)(e) discussion of any matter which would result in the disclosure of public records or the information contained therein described in subsection (b) of section 1/210 at 8:41 p.m. Attending the Executive Session were First**

**Selectman Bowsza, Deputy First Selectman DeSousa, Selectman Baker, Selectman Muska, and Selectman Nordell.**

**DeSousa moved/Baker seconded/DISCUSSION: None**

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

**LET THE RECORD SHOW the recording secretary signed out of the meeting at 8:41 p.m.**

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First Selectman Bowsza reported the Board of Selectmen came out of Executive Session at 9:27 p.m.

First Selectman Bowsza called for a motion to add an agenda item for action.

**MOTION: To ADD TO THE AGENDA under NEW BUSINESS Item 9F – Discussion and approval of a lease termination and a new lease agreement.**

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

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

First Selectman Bowsza called for a motion regarding the added agenda item.

**9. NEW BUSINESS:**

**F. Discussion and approval of a lease termination and a new lease agreement:**

**MOTION: TO APPROVE a lease termination and a new lease agreement between the Town of Est Windsor and Reichle Farm, LLC, and AUTHORIZE the First Selectman to sign the document.**

**Muska moved/Nordell seconded/DISCUSSION: First Selectman Bowsza indicated he'll add the document to the Meeting Minutes for public view, and that both the termination and the amended lease are going to be beneficial to both the Town and the leaseholder. It's a good way of moving forward to benefit the whole community.**

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

(See Attachment B – Termination of Lease Agreement, and Attachment C – Amended Lease Agreement between the Town of East Windsor and Reichle Farms, LLC.)

First Selectman Bowsza queried the Board for additional business. Hearing no requests, he called for a motion to adjourn.


**13. ADJOURNMENT:**

**MOTION: To ADJOURN this Meeting at 9:30 p.m.**

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

Respectfully submitted.

  
Peg Hoffman, Recording Secretary, East Windsor Board of Selectmen

**ATTACHMENTS:**

- A – Zoning Inspection – Site Plan Compliance 2021
  - B – Termination of Lease Agreement
  - C – Amended Lease Agreement between the Town of East Windsor and Reichle Farms, LLC.
  - D - Selectman's Report – First Selectman Bowsza
  - E - Selectman's Report – Deputy First Selectman DeSousa
  - F - Selectman's Report - Selectman Muska
- (Selectman Baker's Report and Selectman Nordell Report are included in the Meeting transcription)

***Warehouse Point – Planning for Stormwater Management and Village Center***

***Redevelopment grant (Warehouse Point Planning Study)*** Board of Selectmen Meeting – January 21, 2021 is available online; see directions listed on page 6 of these Minutes regarding access.

BN 1-21-2021 - Attachment A

## Zoning Inspection - Site Plan Compliance 2021

Establishment	DBA	PROP_ID	PROP_LOC_ST_NAME
CT CAR CO LLC		263	MAIN ST
CONNECTICUT VALLEY TRUCK & EQUIPMENT LLC		266	MAIN ST
STS AUTOMOTIVE SALES & SERVICE LLC	STS AUTOMOTIVE SALES & SERVICE LLC	15	NEWBERRY RD
INSURANCE AUTO AUCTIONS CORP		47	NEWBERRY RD
MUNICH MOTORSPORTS		54	NEWBERRY RD
THUNDER MOTORS LLC		140	NORTH RD
TRUSTED AUTO LLC		157	NORTH RD
MUNTER RICHARD & ROBERT	MUNTER MOTOR CARS	95	RYE ST
A NEW ENGLAND AUTO & TRUCK		8	SOUTH MAIN ST
CARS FOR LESS INC	EAST WINDSOR AUTO SALES	17	SOUTH MAIN ST
AUTOMOBILE EXCHANGE CORP	EAST WINDSOR AUTO BODY	81	SOUTH MAIN ST
A-1 AUTO GROUP LLC	A-1 AUTO SALE LLC	142	SOUTH MAIN ST
SOUTHERN AUTO SALES INC		161	SOUTH MAIN ST
CENTRAL A/S LLC		179	SOUTH MAIN ST
SHAMROCK MOTORS LLC	SHAMROCK MOTORS LLC	186	SOUTH MAIN ST
ACI AUTO GROUP LLC		187	SOUTH MAIN ST
EASTERN POWERSPORTS AUCTION INC		191	SOUTH MAIN ST
STOP & DRIVE AUTOS LLC		195	SOUTH MAIN ST
PRIME WHEELS LLC		200	SOUTH MAIN ST
HAMEIDEH GROUP	WINDSOR WHEELS	200	SOUTH MAIN ST
WARD VICKI	WARD AUTOMOTIVE	200	SOUTH MAIN ST
BROOKS AUTO LLC		200	SOUTH MAIN ST
CAR CITY LLC		202	SOUTH MAIN ST
CENTURY AUTO & TRUCK CENTER LLC		214	SOUTH MAIN ST
BETTER BUYS AUTO INC		251	SOUTH MAIN ST
UNITED AUTO SALES OF EAST WINDSOR INC		262	SOUTH MAIN ST
AL-ABBADI LLC	TORO AUTO	52A	SOUTH MAIN ST
MASON DAVE JR	NORTH BAY IMPORTS	81C	SOUTH MAIN ST
ATLANTIC CAR COMPANY		84A	SOUTH MAIN ST
CONNECTICUT VALLEY TRUCK & EQUIPMENT LLC		166	WINDSORVILLE RD
SMALL TOWN AUTO REPAIR LLC		8	BRIDGE ST
LABRECQUE AUTOCRAFT LLC		63	NEWBERRY RD
KOLAKOWSKI STEVEN	TOWN & COUNTRY AUTO BODY	174	NORTH RD
UNDERGROUND CUSTOM COLLISION		47	PLANTATION RD
CORBETT FRANK	FRANKS GARAGE	38	PROSPECT HILL RD
DYNAMIC DIESEL SOLUTIONS LLC		38C	PROSPECT HILL RD
JIM BURNHAM LLC	JIM BURNHAM LLC	184	SCANTIC RD
OLENDERS OF ENFIELD REGION INC	OLENDERS OF ENFIELD	1	SHOHAM RD
RICKS II AUTO REPAIRS LLC		140	SOUTH MAIN ST
QUALITY AUTOMOTIVE INC		179	SOUTH MAIN ST
C & W AUTO DETAILING LLC		200	SOUTH MAIN ST
HIGH LINE AUTO SERVICE LLC	HIGH LINE AUTO SERVICE LLC	227	SOUTH MAIN ST
CARRUCINI JAVIER	D TOUCH AUTO DETAILING	248	SOUTH MAIN ST
ATAYAN OLEG	ALEX WINDOW TINTING	250	SOUTH MAIN ST
PR MECHANIC		250	SOUTH MAIN ST
MARSELLI PRECISION AUTOMOTIVE LLC		272	SOUTH MAIN ST
RIVERA EDGAR G	ER CAR CARE	200D	SOUTH MAIN ST
DIXONS SALES & SERVICE INC		220	SOUTH WATER ST



NOV Issued

Under Review

Not found on DMV License List

## TERMINATION OF LEASE AGREEMENT

**THIS TERMINATION OF LEASE AGREEMENT ("Agreement")** is executed and effective as of this 5<sup>th</sup> day of February, 2021 by and between **Town of East Windsor**, a municipal corporation with its territorial limits within the County of Hartford and State of Connecticut ("**Landlord**"), and **Reichle Farms LLC**, a Connecticut limited liability company having an office and mailing address at 27 Harrington Road, Broad Brook, Connecticut 06016 ("**Tenant**").

### RECITALS:

**WHEREAS**, Landlord and Earl Reichle d/b/a Reichle Farms ("**Original Tenant**") entered into certain Leases all being dated November 18, 2019 (the "**Lease**") whereby Original Tenant leased from Landlord approximately five (5) acres of tillable land, known as Map 044, Block 34, Lot 001, and situated at the intersection of Woolam Road and Scantic Road in the Town of East Windsor, Connecticut (the "**Premises**"); and

**WHEREAS**, Original Tenant assigned its right, title and interest in and to the Lease and the Premises to Tenant and, per Section 10.4 of the Lease, notified the Landlord of such assignment by letter dated November 1, 2020; and

**WHEREAS**, Landlord and Tenant have reached an agreement to terminate the tenancy created by the Lease and to set forth their agreement with respect to the surrender of the Premises to Landlord.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree and covenant as follows:

1. All capitalized words and terms used in this Agreement shall have the same meaning as defined in the Lease, unless otherwise defined herein. As used herein, the term "**Termination Date**" shall mean **November 1, 2021**.
2. Landlord and Tenant agree to terminate the Lease and the tenancy and estate created thereby effective as of 6:00 pm Eastern Standard Time on the Termination Date.
3. On or prior to the Termination Date Tenant shall completely vacate the Premises and surrender the same to the Landlord in the condition required under the Lease with all personal property and fixtures installed or located by Tenant on the Premises having been removed. Any personal property or fixtures not so removed by Tenant shall be conclusively deemed to have been abandoned and may be disposed of or retained by the Landlord in its sole discretion but at the Tenant's sole cost and expense.
4. Tenant represents and warrants to Landlord that (i) Tenant is the sole legal and beneficial owner of the Tenant's right, title and interest under the Lease, (ii) except for the assignment to Tenant as described above, neither the Lease nor any of right, title and interest thereunder has been assigned to any other party, (iii) Tenant has not sublet any or all of the Premises or granted to any other person or entity any license or other right to use or occupy any or all of the Premises, (iv) Tenant has not done or suffered anything whereby the Premises have or the Lease has been encumbered in any way, (v) Tenant has the full power and authority to enter in to this Agreement, and (vi) no consent of any third party is required for Tenant to enter into and perform its obligations under this Agreement. Landlord represents and warrants to Tenant that Landlord has the full power and authority to enter into this Agreement and that no

consent of any third party is required for Landlord to enter into and perform its obligations under this Agreement. The parties represent, warrant, and agree that each has been or had adequate opportunity to be represented by its own counsel, that they have each thoroughly read and understand the terms of this Agreement, conferred with or had adequate opportunity to confer with their respective attorneys regarding any questions or issues with regard to this Agreement, and have voluntarily entered into this Agreement for the purposes stated herein. Further, the parties, having been represented by counsel in connection with this Agreement, acknowledge that they have not relied upon any representations or promises or agreements of any kind made to them in connection with their decision to sign this Agreement, except for those expressly set forth in this Agreement.

5. In consideration of the covenants and promises contained herein, Tenant hereby releases and forever discharges the Landlord from any and all manner of action or actions, suits, claims, damages, judgments, levies, and executions, whether known or unknown, liquidated or unliquidated, fixed or contingent, direct or indirect which it ever had, have, or ever can, shall, or may have against it on or prior to the date hereof for, upon, or by reason of any act or thing whatsoever, including, without limitation, for or of the Lease or any security deposit previously paid or deposited pursuant to the Lease.

6. Upon either party's request, Landlord and Tenant each agree to execute, acknowledge and deliver to the other, such additional documents or further instruments, or take such further actions, as may be necessary to evidence or implement the agreements contained herein.

7. This Agreement shall be governed by the laws of the State of Connecticut. Tenant and Landlord hereby waive all right to trial by jury in any claim, action proceeding or counterclaim by either Landlord or Tenant against each other or any matter arising out of or in any way connected with this Agreement. In any action or proceeding hereunder (whether to enforce the terms and provisions of this Agreement or otherwise), the prevailing party shall be entitled to recover from the other party the prevailing party's reasonable costs and expenses in such action or proceeding, including reasonable attorneys' fees, costs and expenses.

8. This Agreement shall be binding upon the parties, assigns, successors in interest, and anyone claiming by, through or under the parties, and shall inure to the benefit of the parties and their respective successors and assigns.

9. This Agreement may be executed in multiple counterparts, each of which when fully executed shall be deemed an original.

10. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten or oral agreements between the parties.

11. If any provision of this Agreement or application to any party or circumstance is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement or the application of that provision to that party or those circumstances, other than those as to which it is determined to be invalid or unenforceable, will not be affected thereby, and each provision of this Agreement will be valid and will be enforced to the fullest permitted by law provided that the terms of this Agreement which are material to each party hereunder remain unaffected thereby.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first written above.

Kenny Hunt  
witness

**LANDLORD:**  
**TOWN OF EAST WINDSOR**

By: Jason E Bowsza  
Jason Bowsza  
Its First Selectman

Lori Coulter  
witness

**TENANT:**  
**REICHLE FARMS LLC**

By: Glen Reichle  
Name: Glen Reichle  
Its: \_\_\_\_\_

BN- 1/21/2021 - Attack meat C

## LEASE AGREEMENT

THIS LEASE (the "Lease") is made as of the 5<sup>th</sup> day of February, 2021 (the "Effective Date") by and between the **Town of East Windsor**, a municipal corporation with its territorial limits within the County of Hartford and State of Connecticut (the "Landlord") and **Reichle Farms LLC**, a Connecticut limited liability company having an office and mailing address of 27 Harrington Road, Broad Brook, Connecticut 06016 (the "Tenant").

### WITNESSETH:

For good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, Landlord and Tenant, intending to be legally bound hereby, agree as follows:

- 1. Premises:** Landlord hereby leases to Tenant the exclusive use and possession of the following: (1) approximately sixteen (16) acres of land situated on Melrose Road, known as Map 135, Block 43, Lot 005-08, in the Town of East Windsor, Connecticut, which property is more specifically described on Schedule A attached hereto and made a part hereof (the "**Melrose Premises**"). It is understood that the first year's lease on the Melrose Premises will be waived in lieu of field reclamation, and that the first lease payment on the Melrose Premises will be due at the outset of the second year of the lease; (2) approximately forty-three (43) acres of land commonly known as "Kogut farm", Map 078, Block 57, Lot 001 and situated at 2 Reservoir Avenue, East Windsor, Connecticut, which property is shown on the map attached hereto as Schedule B and made a part hereof (the "**Kogut Premises**"); (3) approximately eighteen (18) acres of land commonly known as Map 015, Block 42, Lot 032 and situated on 324 Rye Street, East Windsor, Connecticut, which property is shown on the map attached hereto as Schedule C and made a part hereof (the "**Rye Premises**"); and (4) approximately five (5) acres of land owned by the Landlord and located on Winton Road and South Main Street, East Windsor, Connecticut, which property is shown on the maps attached hereto as Schedule D and made a part hereof (the "**Winton Premises**" and collectively with the Melrose Premises, the Kogut Premises and the Rye Premises, the "**Leased Premises**"). The Leased Premises does not include, and hereby expressly excludes, any sheds or barns located on the Leased Premises.
- 2. Term:** Initial Term (the "**Initial Term**") of five (5) years ending on the last day of the month following the fifth (5<sup>th</sup>) anniversary of the Effective Date, with one (1) option to renew this Lease for an additional five (5) year period (the "**Renewal Term**").
- 3. Rent:** The Annual Basic Rental shall be payable without notice or demand in equal monthly installments of rent on the first day of each month following the Effective Date. Rent for any partial month shall be prorated and payable in advance.

Lease Year	Annual Rent	Monthly Installment
lease year 1	\$ 12,780.00	\$ 1,065.00
lease year 2 through 5	\$ 14,760.00	\$ 1,230.00
lease years 1 through 5 of the Renewal Term	\$ 14,760.00	\$ 1,230.00

In lieu of twelve (12) monthly payments, the Tenant may prospectively pay rental amounts due in one-year increments, commencing on the first month of the calendar year

#### **4. Tenant's Use and Occupancy:**

4.1 Tenant may use and occupy the Leased Premises solely for agricultural purposes, as defined in Conn. Gen. Stat. § 1-1(q). Tenant agrees that promptly following the delivery to Tenant of the Leased Premises as provided herein, Tenant shall proceed diligently and in good faith to commence, and shall thereafter continuously proceed with, the "clearing" of trees and brush from the Leased Premises in order to prepare the same for agricultural use, all at Tenant's sole cost and expense and in accordance with State and Town rules, regulations and requirements pertaining to such activities (including, but not limited to, obtaining any permits or approvals necessary therefor).

4.2 Tenant agrees to permit the Landlord to enter the Leased Premises at any reasonable time for inspection for any purpose, including but not limited to, the conducting of soil tests, the making of surveys, and to ensure compliance with all erosion control requirements and environmental regulations.

4.3 Tenant shall, prior to taking occupancy of the Leased Premises, submit a plan to the Inland Wetlands Officer of the Landlord showing how the Tenant will control erosion with respect to the Leased Premises and conform to all other Inland Wetlands regulations.

4.4 Tenant shall, also prior to taking occupancy of the Leased Premises, file a statement with the Inland Wetlands Officer of the Landlord indicating which pesticides, herbicides and/or fertilizers will be used on the Leased Premises and how often and in what amounts they will be applied. Said officer must approve this statement in writing before any such chemicals may be applied to the Leased Premises.

4.5 Tenant shall, at the end of each growing season, leave the Leased Premises in good productivity condition and seed the Leased Premises with an appropriate cover crop.

#### **5. Tenant's Additional Responsibilities:**

5.1 Tenant shall provide and maintain liability insurance coverage with minimum limits in the amount of One Million (\$1,000,000.00) Dollars, together with a farm/personal umbrella policy with a minimum limit of Two Million (\$2,000,000.00) Dollars while in possession of the property, naming the Landlord therein as an additional insured. Tenant shall deliver to Landlord evidence of such insurance coverage immediately upon the execution of this Lease and annually thereafter not more than thirty (30) days after such policy renews or is extended. The policy shall contain provisions requiring the insurance carrier to notify Landlord immediately upon any termination or reduction of said coverage. Certificates of insurance acceptable to the Landlord shall be delivered to the First Selectman within ten (10) days of the execution of this Lease.

5.2 Tenant shall further provide and maintain property insurance coverage for its own benefit in an amount adequate to protect its interest in any property that is located on the Leased Premises. It is specifically agreed that Landlord has no liability for any damage done to property or injury to any person arising out of Tenant's use and possession of the Leased Premises. Tenant does hereby protect, indemnify and save harmless Landlord forever against and from: (i) any penalty, damage or charges imposed for any violation of

any laws or ordinances occurring on or about the Leased Premises during the term hereof, or related to Tenant's use thereof, whether occasioned by acts of Tenant or of others; (ii) any and all claims, loss, costs, damages or expenses arising during the term hereof out of or from any accident or other occurrence in, or about the Leased Premises causing injury to any person or property whomsoever or whatsoever; and (iii) any and all claims, loss, cost, damage or expense, including attorneys' fees, arising out of any failure of Tenant in any respect to comply with or perform all of the requirements and provisions of this Lease. Tenant assumes responsibility for the condition of the Leased Premises and agrees to give Landlord written notice in the event of any damage, defect or disrepair therein. Tenant (1) agrees to use and to occupy the Leased Premises and to place its fixtures, equipment and other property therein at its own risk and (2) hereby releases Landlord and its agents from all claims for any damage or injury to Tenant's fixtures, equipment and other property placed by it in the Leased Premises to the full extent permitted by law. Tenant's obligations pursuant to this Section shall survive any termination of this Lease with respect to any acts, omissions and/or occurrences which took place prior to such termination.

5.3 Tenant shall be solely responsible for the delivery and payment of all utilities and services required in connection with its use and possession of said property.

5.4 Tenant shall not store, keep, have, own, lease, rent or maintain on said property any hazardous, dangerous, inflammable, explosive or radioactive material or any material that might be considered so by a responsible insurance company without prior written approval of Landlord regardless of whether or not any such material may be legal to store, keep, have, own, lease, rent or maintain. Such approval shall not be unreasonably withheld upon proof of appropriate and adequate insurance coverage and all necessary licenses and permits being provided to Landlord.

5.5 Tenant shall maintain the Leased Premises in good condition and repair at all times. Any modifications to the premises shall be performed by the Tenant only upon receipt of written authorization from the Landlord, the consent for which will not be unreasonably withheld. Any and all construction, whether permanent or temporary, shall be done at Tenant's expense and liability. Any improvements made by Tenant shall become the property of Landlord.

5.6 Tenant shall take all steps necessary to keep said property free from all types of liens, including without limitation mechanics liens, filed as a result of Tenant's use and possession of the Leased Premises. Tenant shall indemnify, defend and hold Landlord harmless from all liability resulting from the filing of any such lien against said property, including the cost of any legal defense Landlord may elect to pursue to clear title to said property.

5.7 Tenant shall keep said property free of all debris. It shall not bury and or discard on said land any garbage, refuse, building materials or any other materials whatsoever.

5.8 Tenant shall not commit or permit others to commit unlawful acts, or engage in unlawful activities, or create or maintain any nuisances on the Leased Premises, and shall at all times comply, and cause the Leased Premises to comply, with all local, state, and federal laws, regulations, and restrictions.

## **6. Title, Taxes, Quiet Enjoyment, and Condemnation:**

6.1 Landlord warrants to Tenant that it is well seized and possessed of the Leased Premises and has a good and lawful right to enter into this Lease.

6.2 Landlord agrees that if Tenant pays the rents and other charges herein provided and shall perform all of the covenants and agreements herein stipulated to be performed on Tenant's part, Tenant shall, at all times during said term, have the peaceable and quiet enjoyment and possession of the Leased Premises without any manner of hindrance from Landlord or any persons lawfully claiming through Landlord, except as to such portion of the Leased Premises as shall be taken under the power of eminent domain or which may be claimed by any mortgagee of the Leased Premises.

6.3 If all or a portion of the Leased Premises are taken by any condemning authority under the power of eminent domain or otherwise, or by any purchase or acquisition in lieu of eminent domain, this Lease shall terminate as of the date when title to the Leased Premises is acquired by the condemning authority. If this Lease is so terminated pursuant to the provision, Tenant shall not be entitled to any damages or compensation of any kind whatsoever that may result from such taking.

## **7. Defaults:**

7.1 Any of the following occurrences or acts shall constitute an Event of Default:

(1) Failure to make any rental payment when due.

(2) Failure to keep or perform any of Tenant's other agreements or obligations in this Lease. Tenant shall be in default of this Lease if such failure shall have continued for thirty (30) days after written notice by Landlord to Tenant specifying the general nature of the default and demanding cure.

7.2 Upon the occurrence of an Event of Default, and during the continuation thereof, Landlord may, at its option, either:

(1) Proceed by appropriate legal proceeding(s) to enforce performance of the applicable provisions of this Lease or to recover damages for the breach thereof; or

(2) Give Tenant written notice of Landlord's intention to terminate this Lease on a date so specified, which shall not be less than thirty-one (31) days after the giving of such written notice, and upon the date so specified, the Lease shall terminate and all rights of Tenant shall expire, unless before such date all arrearages shall have been fully paid and all other default(s) shall have been fully cured. Tenant agrees to vacate the Leased Premises subject to Section 7.3 herein.

7.3 Failure to cure a default within the time provisions set forth above shall be considered permission from Tenant to Landlord to retake possession of the Leased Premises. If Landlord exercises this right, it shall not prejudice Landlord's other remedies as may exist under the terms of this Lease or under Connecticut law.

7.4 In the event of the termination as set forth above, Landlord may re-enter and take possession of the Leased Premises and may re-let the same upon such terms as it deems appropriate. No termination of this Lease and no re-entry by Tenant shall prevent Landlord

from recovering damages for breach. No re-entry by Landlord shall be considered a termination of this Lease unless written notice of such intention shall have been given to Tenant.

#### **8. Tenant's Option to Renew:**

8.1 Provided that Tenant is not then in default hereunder, and subject to the terms of paragraphs 6.4, 7, and 9 hereof, Tenant shall have the option to renew this Lease in one-year terms for up to five (5) additional years (each a "Renewal Year").

8.2 The annual rental payment for each such Renewal Year are as set forth in Section 3 above and Tenant's leasing of the Leased Premises for such Renewal Year shall be upon all of the same terms and conditions contained in this Lease.

#### **9. Payment and Notices:**

9.1 All rents and other sums payable by Tenant to Landlord hereunder shall be paid to Landlord at the address designated by Landlord below, or at such other place(s) as Landlord may hereafter designate in writing or by electronic means as may hereinafter be instituted by Tenant and Landlord.

9.2 Any notice required or permitted to be given hereunder must be in writing and may be given by personal delivery or by mail, and if given by mail shall be deemed sufficiently given if sent by registered or certified mail or by nationally recognized overnight courier service to the address(es) specified below:

Landlord's Address: First Selectman  
Town of East Windsor  
11 Rye Street  
Broad Brook, Connecticut 06016

Tenant's Address: Reichle Farms LLC  
Attn: Glenn Reichle  
27 Harrington Rd.  
Broad Brook, Connecticut 06016

9.3 Either party may, by written notice to the other party, specify a different address for notice purposes.

#### **10. Surrender:**

10.1 Upon the expiration of the Term or earlier termination of Tenant's right of possession, Tenant shall surrender the Leased Premises to Landlord in the same condition as received, subject to any alterations or improvements permitted by Landlord to remain in or on the Leased Premises, free of hazardous materials brought upon, kept, used, stored, handled, treated, generated in, or released or disposed of from the Leased Premises by any person.

10.2 Any fixtures, Tenant-made alterations and property not so removed by Tenant as permitted or required herein shall be deemed abandoned and may be stored, removed, and disposed of by Landlord at Tenant's expense, and Tenant waives all claims against

Landlord for any damages resulting from Landlord's retention and disposition of such property.

## **11. Miscellaneous Provisions:**

11.1 This Lease contains the entire agreement and understanding of the parties and there are no other promises, conditions or agreement(s), whether written or oral. The parties agree that this Lease may be amended or modified in the future and that no such agreement or modification shall be valid or enforceable that is not in writing and signed by both parties.

11.2 It is the agreement of the parties that should any portion or provision of this Lease be held to be invalid or unenforceable for any reason, the remaining provisions of this Lease shall continue to be in full force and effect and shall be valid as against the parties. If a court of competent jurisdiction finds, rules or decrees that any provision of said Lease is invalid or enforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed written, construed, and enforced as so limited. It is the intention of the parties that this Lease be valid and enforceable and that each party be legally held to the provisions hereof.

11.3 The failure of either party to enforce any provision of this Lease shall not be construed or deemed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with that provision or any other provision of this Lease.

11.4 The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

11.5 TO INDUCE LANDLORD TO ENTER INTO THE COMMERCIAL TRANSACTION OF WHICH SAID LEASE IS A PART, TENANT AGREES THAT THIS TRANSACTION IS A COMMERCIAL AND NOT A CONSUMER TRANSACTION AND WAIVES ANY RIGHT TO NOTICE OF AND HEARING ON THE RIGHT OF LANDLORD UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES OR OTHER STATUTE OF STATUTES AFFECTING PREJUDGMENT REMEDIES AND AUTHORIZES LANDLORD'S ATTORNEY TO ISSUE A WRIT FOR A PREJUDGMENT REMEDY WITHOUT COURT ORDER, PROVIDED THE COMPLAINT SHALL SET FORTH A COPY OF THE WAIVER.

11.6 This Lease shall be construed in accordance with the laws of the State of Connecticut.

11.7 Tenant shall be responsible to the Landlord for the payment of all costs of enforcement of this Lease due to its default including, but not limited to, the payment of a reasonable attorney's fee and all court costs.

11.8 Tenant shall not erect any signs or notices on said property without the written permission of Landlord, except for posting of "no trespass" notices or notices as required by law relating to the use of pesticides, labor regulations, etc.

11.9 This Lease shall not be assigned or sublet by Tenant without the prior written agreement of Landlord.

11.10 The parties agree that the terms of this Lease are personal to Landlord and Tenant and no third-party rights are intended or implied.

11.11 Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Landlord and Tenant, it being expressly understood and agreed that neither the computation of rent nor any other provisions contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

11.12 It shall be a condition precedent to Tenant's right to exercise any remedy or right set forth herein that Tenant shall not be in default hereunder and that no condition exist which with the passage of time or giving of notice would constitute a default hereunder.

## **12. Amended and Restated Lease Provisions:**

11.1 1.14 As of the date of this Lease, the terms, conditions, covenants, agreements, representations and warranties contained in the Existing Lease Agreements (as hereinafter defined) shall be deemed amended and restated in their entirety as follows and the Existing Lease Agreements shall be consolidated with and into and superseded by this Lease; PROVIDED, HOWEVER, that nothing contained in this Lease shall impair, limit or affect the liabilities, obligations and indemnifications of the Tenant under the Existing Lease Agreements which arose, became payable or relate to the period of time prior to the Initial Term of this Lease. As used herein, the term "**Existing Lease Agreement**" shall mean each individually, and "**Existing Lease Agreements**" shall mean collectively, the following lease agreements: (1) that certain Real Estate Lease Agreement by and between Earl Reichle d/b/a Reichle Farms (the "**Original Tenant**") and Landlord dated November 18, 2019 for the Kogut Premises, which Existing Lease Agreement was assigned to Tenant in accordance with the notice to Landlord from Original Tenant dated November 1, 2020; (2) that certain Real Estate Lease Agreement by and between the Original Tenant and Landlord dated November 18, 2019 for the Rye Premises, which Existing Lease Agreement was assigned to Tenant in accordance with the notice to Landlord from Original Tenant dated November 1, 2020; and (3) that certain Real Estate Lease Agreement by and between the Original Tenant and Landlord dated November 18, 2019 for the Winton Premises, which Existing Lease Agreement was assigned to Tenant in accordance with the notice to Landlord from Original Tenant dated November 1, 2020.

No Further Text On This Page – Signature Page Follows

IN WITNESS WHEREOF, the parties have executed this Lease intending it to be effective as of the day and year set forth above on Page 1 of this Lease.

**LANDLORD:**

**TOWN OF EAST WINDSOR**

By: Jason E. Bouz

Its First Selectman

Date Executed: February 5, 2021

**TENANT:**

**REICHLE FARMS LLC**

By: Alvin Reichle

Its Owner

Date Executed: 2, 5, 2021

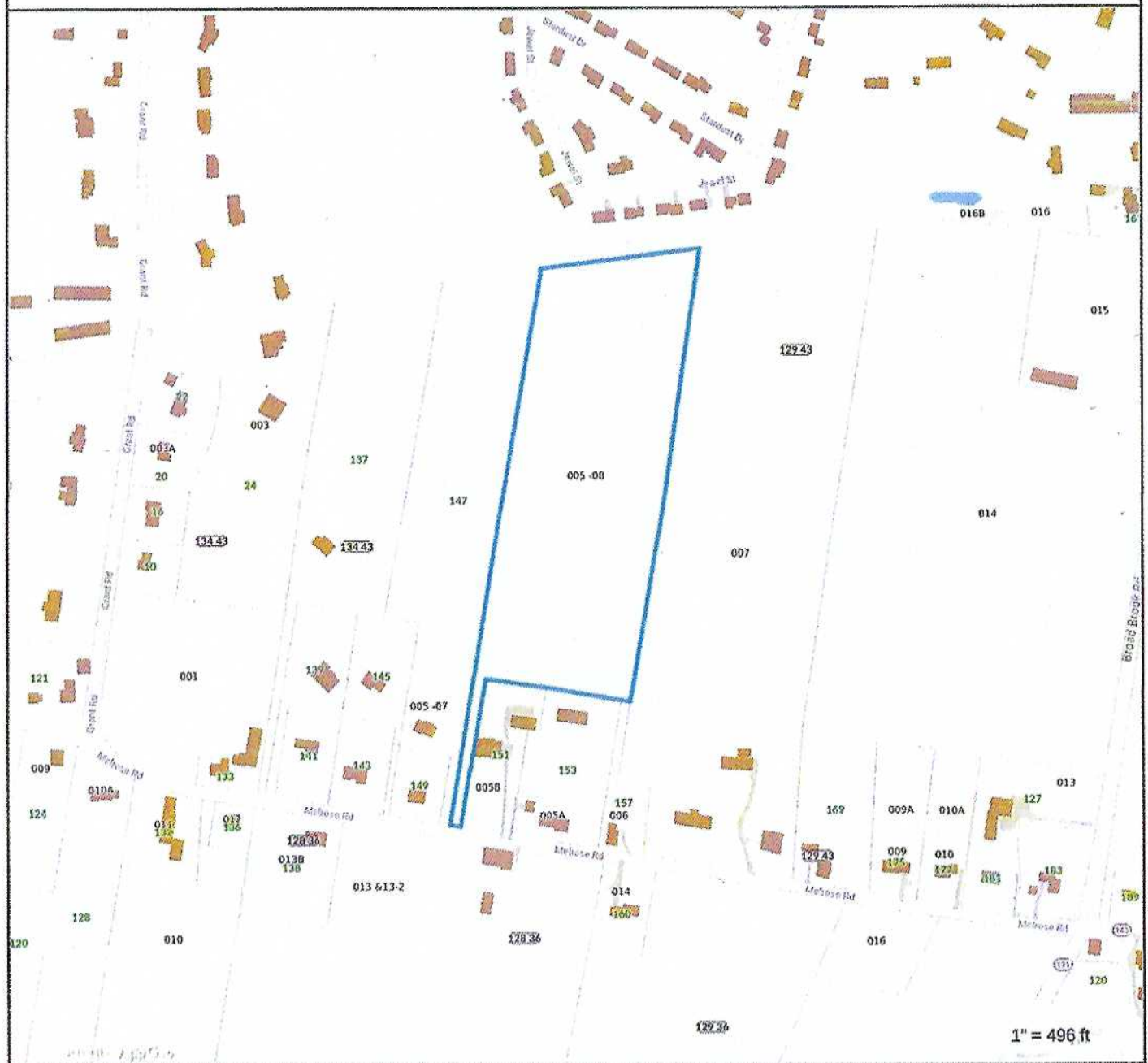
Kenneth Hunt

Abi Coulter

Alvin Reichle Kenneth Hunt

Abi Coulter

# Melrose Road Premises - Schedule "A"



## Property Information

Property ID 00880507  
Location 11 RYE ST  
Owner



## MAP FOR REFERENCE ONLY NOT A LEGAL DOCUMENT

Town of East Windsor, CT makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 5/15/2020  
Data updated 5/15/2020

## Kogut Premises - Schedule "B"



## Property Information

Property ID 00339500  
Location 11 RYE ST  
Owner

MAP FOR REFERENCE ONLY  
NOT A LEGAL DOCUMENT

Town of East Windsor, CT makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 5/15/2020  
Data updated 5/15/2020

$$1'' \approx 993 \text{ ft}$$

Property ID	01489000
Location	11 RYE ST
Owner	

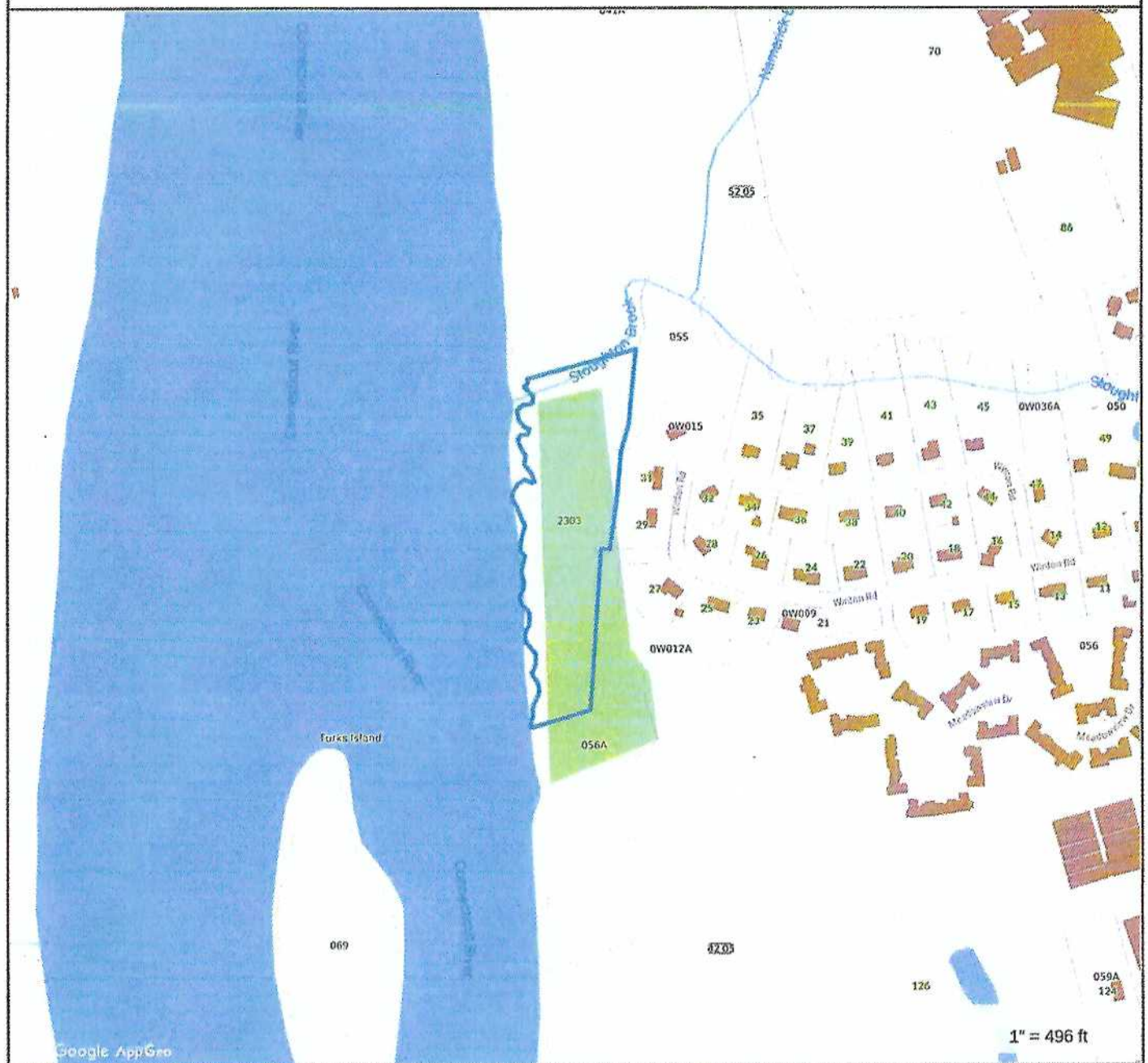


MAP FOR REFERENCE ONLY  
NOT A LEGAL DOCUMENT

Town of East Windsor, CT makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 5/15/2020  
Data updated 5/15/2020

# Winton Road Premises - Schedule "D"



## Property Information

Property ID 02033500  
 Location 11 RYE ST  
 Owner



## MAP FOR REFERENCE ONLY NOT A LEGAL DOCUMENT

Town of East Windsor, CT makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 5/15/2020  
 Data updated 5/15/2020

BN 1/21/2021 Attachment D

First Selectman's Report – January 21, 2021

I want to start off by welcoming Clark Chapin to the Town of East Windsor as our new Director of Planning and Development. Today was his first day, and he's hit the ground running. He comes to us with more than two decades experience in local, state and federal government, and has a Masters' Degree in Community Planning. With Clark on board and joining Ruthanne Calabrese, Amanda Calve and Peg Hoffman, I'm very satisfied that we have a customer service-focused department that can help bolster meaningful development in our community. We're glad to have you all on our team!

Our Finance Director Amy O'Toole and I have finished meeting with Town departments and agencies to discuss their budget requests for the next fiscal year, and I will be finalizing my town-wide recommendation to the Board of Selectmen next week, for consideration at the joint public hearing with the Board of Education on February 4<sup>th</sup>.

Our Police Department has been preparing for months for their POST-C accreditation inspection, which is scheduled for tomorrow. They have done extensive work to get to this point, and we wish them the best of luck!

Senator Murphy's office reached out to the Town to discuss ways that they can be supportive of local economic development. We met with them earlier today, and highlighted areas where we see opportunity: extension of gas and water along Route 140 if the federal government does an infrastructure bill, bridge repair and replacement work, mill site remediation, reuse of federal buildings underutilized in the community, and help securing grant funding were all topics that were discussed.

Respectfully submitted,

Jason E. Bowsza  
First Selectman

*BWS 1/21/2021 Attachment E*

January 21, 2021

Deputy First Selectmen Liaison Report

Good Evening everyone.

On January 11, 2021 I met with First Selectmen Jason Bowsza and Planning and Zoning Official Ruthanne Calabrese regarding membership numbers with the Economic Development Commission.

I also attended a zoom meeting with the Park and Recreation Commission. Several items of issue were discussed.

The Park and Recreation Department is currently required to follow the Governors Executive Orders. Low risk sports are allowed but due to Covid-19 restrictions if the Ice Skating Rink was constructed only four residents could utilize at a time. Therefore, it has been decided to hold off at this time. A review as weather and time permits will take place for revaluation.

Plans are in place to hire staff for a potential opening of the East Windsor Park the 2<sup>nd</sup> week of June. All fees are remaining the same as the previous summer.

The East Windsor Dog Park maintenance will now be handled by Park and Rec due to a request of the EWDOG Committee.

The January 2021 activity calendar was submitted. I encourage our Community to visit their website at [www.EastWindsorRec.com](http://www.EastWindsorRec.com) for scheduled programs.

January 12, 2021 I listened in on the Planning and Zoning meeting via Zoom.

January 20, 2021 – The East Windsor Housing Authority meeting was cancelled and rescheduled until January 27, 2021 at 7:00 p.m.

Respectfully Submitted,

Marie E. DeSousa, Deputy First Selectman

BOE 1/21/2021 Attachment F

## Selectmen's Report - January 21, 2021

On January 13th, 2021 I attended the Board of Education meeting via Zoom. High School Principal Allison Anderson updated the Board on current happenings at the High School focusing on student engagement. Safe School Leaders are currently giving the morning announcements creating themes for each day and the student newsletter will be highlighting departments monthly, with English being the focus in January. Librarian Marisa Tassinari implemented "Uber Reads" and Curbside Pick-Up placing books by the cafeteria to encourage students to pick up a book and read. The library introduces a new theme of library materials each week, taking reservations during all lunch waves and delivering to students and staff during G period. Teachers and students have been preparing for upcoming assessments. Midterms are approaching quickly at the end of this month, as well as the i-Ready Assessment for 9th and 10th graders and SATS are scheduled for April 13th, 2021. NEASC (New England Association of Schools and Colleges) will be visiting school staff virtually between March 21st - 24th, 2021.

Currently, the BOE Budget for this fiscal year is in good standing, and is in the positive \$269,000. The Family Resource Center recently applied for a grant, which has been approved, so money is coming into the District.

A Curriculum Report was given by Darryl Rouillard and East Windsor Middle School Assistant Principal Lynda Daitch focusing on Illustrative Math. This program ties into the Portrait of A Graduate encouraging students to be curious, motivated, problem solvers, open-minded, critical thinkers, reflective and clear communicators.

The District continues to navigate through challenges arising from the COVID-19 pandemic and is preparing for vaccinating staff in the near future.

There has been some discussion regarding school pictures and there are hopes that those can be rescheduled in the Spring.

Last night, I attended the Board of Finance meeting on Zoom. The Silverman Group's building permit, totaling \$204,000 was taken in. The Building Department has taken in \$238,000 of their budgeted \$250,000 so far for the fiscal year. Tax collection continues to be heading in the right direction, with no issues at this time.

A discussion took place regarding a FY 2019-2020 variance in interfund accounts in the amount of \$353,000. The auditor stated in the memo to the BOF that the School District, Town and auditor are continuing to investigate the issue. Discussion took place between BOF members that if necessary, the variance could be taken from the surplus funds reported by the BOE, which would reduce the 2% Fund. The Superintendent shared that School business staff and she are extremely interested in resolving the variance and are continuing to review the accounts. I followed up with Board of Education Chairman, Catherine Simonelli today and was informed that according to the auditor this morning, the variance has been identified as payments that were properly reflected as revenue in the School District's ledger, but not initially identified as being receivables. Mrs. Simonelli informed me that they will be able to move forward with finalizing

their financial statements and there will be no adjustments to the expenditure surplus that is being reported by the School District.

The Budget process for the FY 2021-2022 will begin over the next few weeks. There will be a Public Hearing on February 2nd, 2021 where the First Selectman and Superintendent will present their budgets to the Board of Selectmen. I highly encourage the public to attend this hearing, which will be held on Zoom to share what is important to them and what they'd like to see included in the upcoming budget.

Submitted With Sincerity,

Sarah A. Muska, Selectman