

TOWN OF EAST WINDSOR BOARD OF SELECTMEN

SPECIAL MEETING

Thursday, May 7, 2020

6:00 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 via ZOOM.

GUESTS signing in to teleconference: Dr. Kirstin Martin, Ph.D, University of St. Joseph; Barbara Petano, Board of Finance; Joseph Sauerhoefer, DPW, Operations Manager; Rand Stanley, Building Official.

Public: Noreen Farmer, and other residents who chose not to identify themselves.

TIME AND PLACE OF REGULAR MEETING:

First Selectman Bowsza called the May 7, 2020 Special Meeting of the Board of Selectmen to order at 6:06. The Meeting is being held via teleconference due to closure of the Town Hall to the Public as the result of the coronavirus epidemic.

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PLEDGE OF ALLEGIANCE:

Selectman Muska led the meeting participants 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:

First Selectman Bowsza noted this is a Special Meeting, only those items posted on the Agenda can be heard.

APPROVAL OF MEETING MINUTES/A. April 16, 2020 Regular Meeting Minutes:

MOTION: To ACCEPT the April 16, 2020 Regular Meeting Minutes of the Board of Selectmen as presented.

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

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

APPROVAL OF MEETING MINUTES/B. April 20, 2020 Special Meeting Minutes:

MOTION: To APPROVE the Special Meeting Minutes of the Board of Selectmen Meeting dated April 20, 2020, amended as follows:
Page 1, Attendance: ~~D. James Barton~~ **James P. Barton**, Chief, Warehouse Point Fire ~~Department~~ **District**;
Page 2, OLD BUSINESS/Discuss and Reconsider Executive Order 7S and 7W – Property Tax Deferral; last paragraph: "Selectman Muska noted the Memo of Understanding with the Warehouse Point fire District requires that they should be paid 100% of their tax collections by ~~October 15th~~ **August 15th**;..."
Page 3, MOTION to APPROVE the amended Resolution as attached;
DISCUSSION: "...Selectman Muska indicated she will support this Resolution because she feels there will be people who will have the need for tax assistance, but she didn't think the Town should reward people whose ~~taxes are delinquent~~ **that don't need the extra time because of a hardship due to COVID 19.**"

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**Page 4, PUBLIC PARTICIPATION: ~~D. James Barton~~ James P. Barton,
Chief, Warehouse Point Fire Department District:**

Muska moved/Nordell seconded/DISCUSSION: See above revisions noted by Selectman Muska.

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

PUBLIC PARTICIPATION:

First Selectman Bowsza opened discussion to the public; no one requested to speak.

**COMMUNICATION/A. Letter to Representative Larson Concerning White House
COVID Task Force:**

First Selectman Bowsza referenced his letter to Congressman Larson in his capacity as a member of the White House Congressional Task Force to Address the Economy and COVID 19. First Selectman Bowsza noted his letter outlines the concerns local governments face, particularly in Connecticut, on the backside of COVID 19. (See Attachment A)

COMMUNICATION/B. Email to Board of Finance Regarding Budget:

First Selectman Bowsza referenced his e-mail to the members of the Board of Finance (BOF) suggesting that they consider implementing a 2% revolving fund for the role of the Board of Education's General Fund appropriation from one year to the next in an amount not to exceed 2%. First Selectman Bowsza understood the BOF acted favorably on his suggestion.

(See Attachment B)

**COMMUNICATION/C. Correspondence from Louis Flynn Pertaining to Warehouse
Point Fire District:**

Letter from Louis W. Flynn, Chairman of the Warehouse Point Board of Fire Commissioners requesting that discussion of the transfer of a portion of the PILOT funds received by the Town of East Windsor to the Warehouse Point Fire District be placed on a future BOS Agenda. (See Attachment C)

COMMUNICATION/D. Mental Health Proclamation:

First Selectman Bowsza noted this is an annual Proclamation of May being Mental Health Month – "Tools 2 Thrive". (See Attachment D)

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COMMUNICATION/E: Community Newsletter:

First Selectman Bowsza reported his office has completed a near final draft of the Community Newsletter. This edition will be a 16-page glossy document titled “The 5 Village Voice – Summer 2020”, which will contain information and advertisements related to the Town of East Windsor. The newsletter will come out a couple of times a year; it will be sent to all households and copies will be available in public places. First Selectman Bowsza indicated they hoped the newsletter will be used to advertise local businesses, and will also be a marketing tool to tell people and businesses why East Windsor is a good place to locate to.

First Selectman Bowsza indicated the information was largely collected by Melissa LaBelle in his office; she did a great job.

BOARDS AND COMMISSIONS RESIGNATIONS AND APPOINTMENTS/A.

Resignations: None.

BOARDS AND COMMISSIONS RESIGNATIONS AND APPOINTMENTS/B

Reappointments:

1. Chelsey Hoyt (U), Beautification Commission, regular member for a term expiring November 1, 2021:
2. Tim Moore (I), Beautification Commission, regular member for a term expiring November 1, 2021:
3. Amanda Venti (U), Beautification Commission, regular member for a term expiring November 1, 2021:

MOTION: MOVE to REAPPOINT Chelsey Hoyt (U), Tim Moore (I), and Amanda Venti (U), to the Beautification Commission as regular members for terms expiring November 1, 2021.

DeSousa moved/Baker seconded/DISCUSSION: Selectman Muska suggested checking Tim Moore’s affiliation for accuracy as she recalled he had been listed as a Republican on a prior appointment. First Selectman Bowsza noted the volunteer’s information is reviewed prior to listing on the agenda for appointment, but he’ll check with the Town Clerk’s Office. He suggested the Board consider Mr. Moore’s appointment rather hold it up for that clarification; Selectman Muska agreed.

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

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4. Donna Grant (D), Conservation Commission, regular member for a term expiring May 1, 2024:
5. Peter Larese (U), Conservation Commission, regular member for a term expiring May 1, 2024:

MOTION: To REAPPOINT Donna Grant (D), and Peter Larese (U), to the Conservation Commission as regular members for terms expiring May 1, 2024.

Baker moved/DeSousa seconded/DISCUSSION: None.

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

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

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 Marshal Responsibilities:

First Selectman Bowsza turned discussion over to Selectman Nordell who had gathered information related to the Fire Marshal's duties.

Selectman Nordell suggested the Town has had issues with the current Fire Marshal regarding reporting duties and logging inspections on the Broad Brook side of Town. Selectman Nordell indicated that as Fire Marshal you're responsible for conducting inspections – some every year, some every two years, and some every three years. Selectman Nordell noted that First Selectman Bowsza has asked for a report of the status of completed inspections since his election; Selectman Nordell didn't feel the reports on completed inspections had been submitted.

Selectman Nordell felt that in a sense, the Town is protected against this, but he didn't want to see loss of life or property due to inspections not being done and neglect on the Fire Marshal's part. Selectman Nordell reported he and First Selectman Bowsza have developed a formal objective of a reporting format for the Fire Marshal's duties, reporting format and time period of reporting. Previously the Fire Marshal was paid a stipend whether the inspections were done or not; pay would now be dependent on submission of a report of completion of the physical inspections, and the hours worked completing those inspections. Selectman Nordell suggested much of the information comes for the Connecticut General Statutes.

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First Selectman Bowsza recalled that the Board previously converted the Broad Brook Fire Marshal from a stipend to an hourly position. He noted that Selectman Nordell has laid out a Policies and Procedures document which could also be applied to the Warehouse Point Fire District or a single district as well. First Selectman Bowsza indicated the document explains the expectations for that employee but also gives them the guidance they need to satisfy what this governing body expects them to do.

First Selectman Bowsza questioned the Board if they were ready to adopt this Policies and Procedures document tonight? Selectman Muska indicated she had no questions but wanted to thank Selectman Nordell and First Selectman Bowsza for their work. Selectman Muska felt it was important to have policies and procedures and have some accountability; she felt the Board should adopt this recommendation.

MOTION: To ADOPT the Fire Marshal's Policies and Procedures as presented.

Nordell moved/Muska seconded/DISCUSSION: Selectman Baker commended First Selectman Bowsza and Selectman Nordell for a job well done.

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

(See Attachment E)

NEW BUSINESS/A. Discussion of Building Department Permit Fees:

First Selectman Bowsza reported the Town is changing the permit provider to a new vendor, Permit Link, whose product will enable an applicant to apply for and track the status of their permits online. The new software will generate an additional permit fee of \$10.00 to cover software costs. Building Official Rand Stanley joined the discussion to explain the proposed Building Department Fees going forward.

Mr. Stanley noted the Board's packet had included information regarding the current Building Permit fees (identified for the Board under the title "www.eastwindsor-ct.gov), and a recommendation for Building Permit fees **(See Attachment F, 2 pages)** which would become effective under the new vendor. Under the proposed new fee structure the basic permit issued for projects ranging from \$0.00 to \$2,000.00 would be \$50.50. Mr. Stanley suggested they are proposing to capture a \$5.00 per permit fee on the Town side. In terms of revenue captured Mr. Stanley estimated the additional fee would equate to \$6,000 to \$7,000 per year. Mr. Stanley reported the Building Department issues between 1,000 and 1,200+ permits annually. At \$5.00 per permit the burden to the taxpayer isn't dramatic.

First Selectman Bowsza questioned how many permits the Building Department issues annually which fall below the \$2,000 limit? Mr. Stanley estimated 55% to 65% of the Building Permit

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fees fall within that category, there would be permits for HVAC, electrical, plumbing, etc. First Selectman Bowsza questioned if the Town would be competitive with surrounding towns if we initiated the proposed recommendations? Mr. Stanley reported that currently East Windsor is below fees charged by other towns. He noted that often contractors remark that East Windsor is much lower than towns south of Hartford. First Selectman Bowsza questioned that if these proposed fee increases were adopted we wouldn't be putting ourselves at a competitive disadvantage? Mr. Stanley reported that the last time the Building Permit fees were updated was in 2004/2005. Mr. Stanley suggested the increased fees couldn't come at a worse time but the Town needs to look at the increased cost to the departments; the departments will need to have tablets or iPads so Mr. Stanley can approve the permits in the field rather than waiting for staff approval. Mr. Stanley noted that the general public will benefit from this new software by being able to apply for permits and track the progress of the permit online.

Selectman Baker felt it was time to make adjustments to the fee structure. He felt that if we're not competitively priced then the taxpayer pays for the service rather than the user.

MOTION: To ADOPT the new fee schedule as proposed by the Building Official.

Baker moved/Nordell seconded/DISCUSSION: Deputy First Selectman DeSousa cited an inconsistency with the progression of the fee cost as listed under the proposed schedule. She suggested that beginning with the fee for the "estimated cost" range of \$2,001.00 to \$3,000.00 the fee being charged was off by \$0.50. Building Official Stanley indicated the reason for the \$0.50 charged is to cover the cost of the education fee they are required to charge for Building Inspectors and Building Officials throughout the state. He gave an explanation of the costs moving forward from the beginning fee based on the estimated cost range of \$0.00 to \$2,000.00, and suggested his office would work out the cascading schedule on the Excel sheet.

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

(See Attachment F)

NEW BUSINESS/B. Discussion of Water Testing in the Scantic River with Dr. Kirsten Martin:

Dr. Kirsten Martin joined the Board via teleconference. Throughout her discussion Dr. Martin referenced a PowerPoint presentation entitled "2019 State of the Scantic – Report to the East Windsor Board of Selectmen."

Dr. Martin noted that the testing is done by volunteers of the American Heritage River Commission. The testing is two-fold: they test at 10 sites in East Windsor and other towns along the Scantic River monthly; the samples are then tested in her lab at the University of St. Joseph. They test for turbidity, nitrogen, and phosphorus. Dr. Martin explained the color-coding

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of the data in the presentation: yellow represents 2019 data for the month specified was higher than the data for the same month in 2018, green represents 2019 data for the month specified is lower than the same month in 2018, blue represents that the data was the same in 2019 and 2018, and months not highlighted represents a month when the volunteers were unable to take a water sample due to the conditions of the river or equipment failure. Dr. Martin indicated the samples they have concerns with are the bottom two in her presentation; freshwater systems should be less than 1 milligram per liter of nitrate, we shouldn't have a value of over 1. She noted we have a pretty significant nitrate issue in the Scantic, which could be road runoff and adjacent landscape uses. Dr. Martin noted phosphorus is a concern as well. And turbidity is an indicator of particles in the water which can cause the death of fish in the water body. Although her lab at the university is shut down due to COVID the volunteers continue to take samples, which she is storing for testing after the reopening of her lab.

Dr. Martin indicated the second part of the project is the Summer E coli testing, which is done from May or June until the funding runs out in September or October. E coli is an indicator of health issues, it's a bacteria found in gastro-intestinal systems of humans, horses or chickens. This is part of a larger project run by the Connecticut River Conservancy runs over the entire Connecticut River watershed from Vermont to the Sound; she is using their indicators for this testing.

Referencing her presentation, Dr. Martin indicated in areas where you see numbers above 235 to 575 are areas where you shouldn't be having direct contact with the water; it's a moderate danger zone. Any areas reflecting a number above 575 is a "no contact" zone; you shouldn't be in a boat in the river; there should be no exposure. E coli testing is done weekly on Wednesday, results are reported online by Friday. Dr. Martin indicated we have an issue with the high bacterial levels in the Scantic; East Windsor has more of an issue than the other towns on the watershed.

Dr. Martin reported the status for the beginning of the 2020 season testing is up in the air; she hopes to regain access May 20th to her lab at the University of St. Joseph to test the samples in storage. Dr. Martin indicated she had some left over materials from her own research which she had to stop; the data may be more limited and she may not have to ask the towns for as much financial assistance this year.

Dr. Martin then referenced other projects going on in the Scantic River.

- "The Scantic River Scorecard"– is a project being conducted by a research student who reviewed three years of data linking various sites along the Scantic for how, moderate, or high concerns.
- "E.coli and nutrient sequestration by aquatic and terrestrial plants" studies the ability of vegetation to pull the nutrients out of the water.
- "The Connecticut River Conservancy Samplepoolza" included the Scantic River for the first time for the collection of water for nutrient sampling taken on the same day. The

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levels of nitrogen in the Scantic were among the highest (in the top three) in the entire Connecticut River watershed area. The sample was taken in the area of the filter beds on Mill Street.

- “Bacterial and viral analysis of Scantic River water samples” – a study by a colleague of Dr. Martin’s for viruses and bacteria other than E.coli with the goal of trying to track the source of the nutrients.

Dr. Martin then took questions from the Board.

Selectman Baker questioned if there was a target ph that you would expect in a stream of that type they were looking for; is the ph level generally high because of the other levels of what you’re testing? Dr. Martin didn’t feel it was connected to the nitrogen and phosphorus, but may be more the result of surrounding vegetation that’s getting into the water and changing the ph; probably a lot is due to the bedrock in the river. Dr. Martin indicated she isn’t as worried about the ph as she is about the nitrogen and the phosphorus. She noted they are hoping to bring South Windsor back into the study, as that will give information about the last part of the river. Right now, East Windsor is the end of the study - are the high levels of nutrients an issue within East Windsor or is it the result of East Windsor being at the bottom of the study area?

Selectman Baker noted we’ve been doing the study from some time, and have had consistently high E.coli and nutrient levels; are the results being stored at the State level or are we sharing the information with other agencies? He suggested we have to do something about this; obviously some of this is a runoff issue and maybe better stormwater management issues would help – that would be on the Town – and he realized there were other input issues. Selectman Baker questioned if we were getting closer to doing something and when do we have enough information to start doing something? Dr. Martin suggested the nutrient sampling is helpful, with the caveat that it’s a tiny sampling being done once a month. She suggested they were beginning to isolate areas that seem to have very steady problems. Then they could undertake additional sampling above and below these sites to try to determine the source of the problem.

Regarding information sharing, Dr. Martin indicated the information does go to the State and the Town and the conservation groups. She noted she recently formed the Scantic River Monitoring Partnership which includes members from the East Windsor American Heritage River Commission (Dick and Barbara Sherman), the Scantic River Watershed Association, the Sierra Club – Connecticut, DEEP, USGS, and the North Central Conservation Commission to learn what others were doing. They’re also seeking grants, one of the largest is to create a watershed-based management plan. Dr. Martin noted there is currently only one watershed plan for Broad Brook, - actually 2 versions – which included remediation suggestions, but she doesn’t think anything was implemented. Dr. Martin indicated plans cost approximately \$75,000 so funding sources are necessary to find.

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Selectman Baker suggested the only remediation he was aware of was when Walmart was built they did a water quality project of the water flowing into the Reservoir which eventually flows out of the Reservoir and into the Scantic.

Selectman Baker thanked Dr. Martin and the American Heritage River Commission, and the Scantic River Watershed Association for the work and the valuable service they're doing; he hoped at some time the Town could follow through on the findings.

First Selectman Bowsza noted that Dr. Martin has spoken of benchmarking over time, and that at certain points of that benchmarking you can pretty accurately predict what's going to happen there, he questioned if her research was working towards pinpointing versus benchmarking? Dr. Martin indicated that was the goal; currently they have a well known non-identified source problem with nitrogen, phosphorus, and bacteria. The bottom/East Windsor section of the Scantic River is listed as an impaired waterway by DEEP but only due to high bacteria loads. You can't remediate a non-point source problem until you can identify the source; that will take a lot more testing and more funding, which is why she's seeking the grants. The challenge is the sites that are the consistent problem ones are the ones that do not look like they should be. There's no pollution or industry around them, yet they have the highest levels.

First Selectman Bowsza questioned if Dr. Martin had looked at GIS layering to see if there might have been something that would be affecting these areas? Dr. Martin indicated she had begun that research but had limited time; she noted she was recently contacted by an East Windsor resident who is a geologist who may be willing to assist her.

No one else raised any questions for Dr. Martin. First Selectman Bowsza thanked Dr. Martin for her insightful presentation.

NEW BUSINESS/C. Discussion of MOU between the Town and the Warehouse Point Fire District:

First Selectman Bowsza reported that this agreement comes out of Executive Orders 7S and 7W which relate to the tax deferments the Town put in place; he noted that 7W extends to the Warehouse Point Fire District. Currently the Town collects 100% of the property taxes on behalf of the District; payment of those taxes is made by August 15th. Because of the deferments granted they approached the Fire District to discuss if there was some flexibility in that arrangement that might be beneficial to easing the tax flow issues on the Town side but not put them in an adverse position. First Selectman Bowsza indicated he recently discussed this proposal with Louis Flynn, Chairman of the Warehouse Point Fire Commission, Mr. Barton, Amy O'Toole, and Patti Kratochvil. First Selectman Bowsza referenced the agreement before the Board tonight, noting that the 3rd "NOW THEREFORE" indicates that under the deferment schedule payment of taxes the Town shall pay 50% of the amount of taxes billed to District

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taxpayers on August 15th, and the Town shall pay the remaining 50% on or before November 15th.

First Selectman Bowsza noted that townwide under this agreement approximately 42% of the tax revenue won't be affected by the tax deferment and 58% will be. First Selectman Bowsza thanked the District Commission for working with the Town regarding this MOU; he indicated this MOU was unanimously approved by the Warehouse Point Fire District Commission Meeting on Monday evening.

Selectman Baker reported he has reviewed this document. He thanked the District for working with the Town to come to this agreement; he hopes this arrangement won't be necessary next year.

MOTION: To APPROVE the Memorandum of Understanding between the Town of East Windsor and the Warehouse Point Fire District as presented, and AUTHORIZE the First Selectman to sign the agreement.

Muska moved/Baker seconded/DISCUSSION: None.

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

(See Attachment G)

NEW BUSINESS/D. Discuss and Approve Tax Stabilization Agreement and Construction Agreement Between the Town and DESRI, LLC:

First Selectman Bowsza reported this next subject is the culmination of negotiations he has been working on with D. E. Shaw Renewable Investments (Northlight Energy) who is interested on doing a solar development at the Apothecaries Hall Road gravel pit. The agreement is for a fixed megawatt payment over time; the project scale will be at least 75 megawatts and may reach 125 megawatts which would make it the largest grid scale development in New England when fully constructed. This will also make DESRI, LLC the Town's largest taxpayer. First Selectman Bowsza indicated that assuming they build out to the 125-megawatt facility this agreement will provide between \$9 million to \$10 million to the Town over a 20-year period. First Selectman Bowsza also noted DESRI, LLC will also install a fence around the facility which will deter the illegal ATV use, and possibly the dirt bike riders using the railroad tracks as well.

First Selectman Bowsza indicated the people from DESRI, LLC have been incredibly gracious to work with. It's been a very amicable process; he feels they will be very good corporate citizens.

First Selectman Bowsza reported they will need to submit an application to the Connecticut Citing Council. They will also make a contribution to the CIP for infrastructure investments.

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First Selectman Bowsza indicated this proposal has been discussed in Executive Session many times. He's very satisfied with the resulting agreement, and the partnership they've demonstrated already.

Deputy First Selectman DeSousa noted the projects have been identified as three different entities in the document – Gravel Pit Solar I, Gravel Pit Solar II, and Gravel Pit Solar III – what happens if one entity goes forward and the others don't? What happens to this contract? First Selectman Bowsza noted there is no penalty to them if they start the projects and then then don't move forward, but there's no indication that's a concern. They've had significant success in Connecticut already. He indicated they are the developer of what is currently the largest solar development in Connecticut which is a 25-megawatt facility in Simsbury. This project is scheduled to be three to five times the size of the Simsbury project. First Selectman Bowsza suggested there are not a lot of players in green energy in the game, but these people have been successful.

Selectman Baker questioned the timeline for these facilities? First Selectman Bowsza indicated they will be submitting an application to the Connecticut Citing Council by the end of May. They would then submit a formal communication with the Planning Office in the next two weeks. DESRI, LLC will go through the full certification process, which may take up to a year.

Selectman Baker referenced paragraph 1.2.3 regarding an additional compensation to the Town if the facilities are continuing to operate; the paragraph then referenced decommissioning the facilities. If the facilities get to the end of the life of the solar panels will DESRI decommission those, or what are the options? First Selectman Bowsza indicated that these projects generally last for 25 to 35 years. This paragraph is an escalator to get out of that fixed stabilization payment. The peak value for solar technology is at the beginning of a project; they're stabilizing their payment over a fixed amount of time so they have some budgeting continuity. It's a trigger for additional incentive for the Town to continue working to work with them.

Selectman Nordell felt this a great deal for the Town; he hopes it goes through. He commended First Selectman Bowsza for the good job he did negotiating this deal; this will be a big boost for the Town.

MOTION: To APPROVE the Tax Stabilization Agreement between the Town of East Windsor and Gravel Pit Solar, LLC., Gravel Pit Solar II, LLC, and Gravel Pit Solar III, LLC, and to AUTHORIZE the First Selectman to sign the Agreement.

Baker moved/Nordell seconded/DISCUSSION: Selectman Muska echoed Selectman Nordell's comments, and she thanked First Selectman Bowsza for negotiating this. Selectman Muska felt this is a great deal for the Town and she hopes it goes forward.

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

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(No one opposed/No Abstentions)

(See Attachments H – Tax Stabilization Agreement, and I – Construction Agreement)

NEW BUSINESS/E. Tax Refunds:

MOTION: To APPROVE Tax Refunds in the amount of \$3,485.93 as identified under Tax Refund Report dated 5/4/2020.

Nordell moved/Muska seconded/DISCUSSION: None

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

SELECTMEN COMMENTS AND REPORTS/A. Jason Bowsza:

(See Attachment J)

SELECTMEN COMMENTS AND REPORTS/B. Marie DeSousa:

No report this evening.

SELECTMEN COMMENTS AND REPORTS/C. Charlie Nordell:

(See Attachment K)

SELECTMEN COMMENTS AND REPORTS/D. Sarah Muska:

(See Attachment L).

SELECTMEN COMMENTS AND REPORTS/E. Alan Baker:

Selectman Baker reported on the following:

The Planning and Zoning Commission met this week. They're still seeing business come through. They had two applications that they're going to be considering. One is for a business that's expanding on Newberry Road, they're putting up a new building. And the other was for a subdivision of the owners of the "Bubble" to take some of the residential property out of that commercial area. That's a good sign that things are still moving there. The consultant for the Warehouse Point Study pretty much wrapped up her presentation; now it's ready to come to the Board of Selectman and to the public, so they're still trying to figure out how to do that in this environment. It looks like it will be a ZOOM meeting and we'll see what happens after that. It's an excellent body of work. I expect Text Amendments to come out of it that will change our

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Zoning Regulations that would be more favorable for development in Warehouse Point. A lot of money was spent; this was a grant for us for the most part but a lot of time and effort was put into this and I'd like to make sure it is implemented or, at least from our standpoint, making sure that we do what's necessary to create an environment that's attractive to businesses in Warehouse Point, which is where most of our commercial tax dollars come from. I'm sure there will be more to come and I'm sure you'll all be interested to see that presentation.

The only other meeting that we've had is the Board of Finance Public Hearing. I think pretty much the best possible outcome was achieved there, and it was hard, and it was probably not what everyone wanted – compromises never really are. Due to the savings gained by the adoption of the State Plan 2.0 and the Executive Order allowing them (the school system) to keep their grant money over the year, and the restoration of \$100,000 of budget funds by the Board of Finance, I think that makes them fairly close to whole. It's still a little bit in flux so I do look forward to seeing how they utilize those funds but I think they're in better shape than a lot of us thought they were going to be in what's going to be a tough year coming up. I'm sure there's going to be more actions we're going to need to take over the next year to make sure the school is right.

Really, at this point in time, from my point of view, we really need to start paying attention to and focusing on the next biggest problem we have and that's solving the issue of taxation for the Warehouse Point Fire Department so, I look forward to turning our attention there and working on that and trying to come to a conclusion that is long term but before the next budget season.

Thanks to everybody who was involved in the insurance stuff. I think it was pretty stressful for a lot of people, and there was a period of time we weren't sure if it was going to happen, so thank you to Jason for taking the ball on that and getting it going, thank you to Amy on all the work she did on that, and thank you to the Board of Education and Cathy Simonelli and Christine DeBarge for getting it over the end line. That was a really, really important part of the formula this year and we couldn't have gotten it done it without everyone's dedicated work. Great job to all of you.

PUBLIC PARTICIPATION:

No one requested to speak.

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

**TOWN OF EAST WINDSOR
BOARD OF SELECTMEN
Regular Meeting –May 7, 2020
ZOOM Teleconference
Meeting ID: 332 683 3563
MEETING MINUTES**

MOTION: To GO INTO EXECUTIVE SESSION at 7:52 p.m. Attending the Executive Session were First Selectman Bowsza, Deputy First Selectman DeSousa, Selectman Baker, Selectman Muska, and Selectman Nordell.

Baker moved/Nordell seconded/DISCUSSION: None

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

The Board came out of Executive Session at 8:16 p.m.

ADJOURNMENT:

The Board ADJOURNED this Meeting at 8:16 p.m.

Respectfully submitted



Peg Hoffman, Recording Secretary, East Windsor Board of Selectmen

ATTACHMENTS:

- A – First Selectman Bowsza’s letter to Representative John B. Larson
 - B – First Selectman Bowsza’s e-mail to the Chairman of the Board of Finance
 - C – Letter from Louis W. Flynn, Jr., Chairman, Warehouse Point Board of Fire Commissioners
 - D – Proclamation – Mental Health Month 2020 “Tools 2 Thrive”
 - E – Fire Marshal Reporting of Services Performed
 - F – Proposed Building Permit Fees (fee schedule and summary page)
 - G - Memorandum of Understanding between the Town of East Windsor and the Warehouse Point Fire District
 - H – DESRI, LLC - Tax Stabilization Agreement
 - I – DESRI, LLC - Construction Agreement)
 - J - Selectman’s Report – First Selectman Bowsza
 - K - Selectman’s Report – Selectman Nordell
 - L - Selectman’s Report - Selectman Muska
- (Selectman Baker’s Report was included in the above transcription; Deputy First Selectman DeSousa had no report this evening).

BN- 5/7/2020
Attachment A

7A



TOWN OF EAST WINDSOR

FIRST SELECTMAN JASON E. BOWSZA

April 22, 2020

The Honorable John B. Larson
U.S. House of Representatives
1501 Longworth HOB
Washington, DC 20515

Dear Representative Larson:

Congratulations on your recent appointment to the White House Congressional Task Force to Address the Economy and COVID-19. Your service on this task force will ensure that Connecticut has a seat at the table as important discussions around the economy and public health are held and a course of action is determined. Thank you for your service.

I am writing to you today to share my perspective in terms of the impacts on local governments that I hope will be considered.

First, I would add my voice to the many state and local leaders across the country who are expressing concerns about the lack of personal protective equipment (PPE) available to first responders and healthcare workers. The current shortage of PPE will have long-term implications on the abilities of municipalities and local school districts to provide essential public health services in a responsible way. A system needs to be developed quickly to provide the necessary PPE to the most at-risk public health and safety providers in an organized way that does not encourage state or local governments to work against each other or compete for precious resources. Only the federal government can develop and implement such a system. Furthermore, that system should be sustainable beyond the duration of the present pandemic. It should consider the social distancing and other containment measures that may be necessary in the weeks and months ahead.

Secondly, local governments have been asked to incur considerable unpredictable costs as we try to respond to immediate needs resulting from this pandemic. Our first responders are the boots on the ground. In my town, we are working closely with local first responders and emergency management, and we are coordinating with state leaders, who in turn are working with the Federal Emergency Management Agency (FEMA). While we are acting as circumstances demand, I need to impress upon you the urgency of a timely reimbursement process from the federal government to states and municipalities. Delays of eighteen months or more will have significant negative impacts on local government services and budgets for much longer than this pandemic will last.

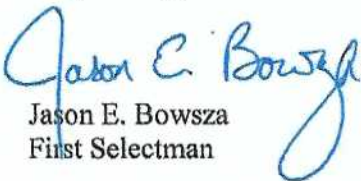
Thirdly, while thinking ahead as to what we may face at the local level in terms of demands for services, I'm reminded of the role the federal government played in providing aid to local governments during the Great Recession. At that time of severe economic uncertainty, the federal government authorized and funded the State Fiscal Stabilization Fund (SFSF) Grant through the U.S. Department of Education. The SFSF Grant program was part of the American Recovery and Reinvestment Act of 2009 (ARRA) and was intended to "help stabilize state and local government budgets in order to minimize and avoid reductions in education and other essential public services¹."

Given the four hundred thousand new unemployment claims in Connecticut in just the last month, municipalities will most likely be called on to provide additional support to students in terms of both educational and behavioral support services. Local governments and school districts will need to provide increased academic intervention. Combating student anxiety, school avoidance and truancy will place additional burdens on local government budgets and further justify the need for federal financial assistance. These services fall far outside of the scope of normal education services and are the result of circumstances beyond the control of any state or local government. The only level of government with the capacity to provide sufficient funding for those services is the federal government. I strongly urge the authorization for federal aid to local governments to provide adequate intervention.

The charge undertaken by the task force is daunting, and the road ahead will surely be long, but it is my sincere hope that the efforts of municipal governments, and the impacts on taxpayers, will be considered strongly as the task force begins its work. Medical experts will guide you as to when it is appropriate to turn your attention from a public health focus to an economic one, and their professional judgment should be the basis for any pivot away from a public health focus and towards an economic recovery focus. That time will come, and when it does, I hope the financial constraints imposed on municipal governments and local boards of education will be strongly considered.

Thank you for the opportunity to share my thoughts with you and with the task force.

Respectfully,


Jason E. Bowsza
First Selectman

¹ <https://www2.ed.gov/policy/gen/leg/recovery/factsheet/stabilization-fund.html>

BN- 5/7/2020
Attachment B

7B

Melissa LaBelle

From: Jason Bowsza
Sent: Tuesday, April 21, 2020 2:17 PM
To: Melissa LaBelle
Subject: FW: Budget option

Communication item for the next selectmen's meeting.

From: Jason Bowsza <jbowsza@eastwindsorct.com>
Sent: Tuesday, April 21, 2020 2:14 PM
To: Jerilyn Corso <jcorso@eastwindsorct.com>; William Syme <wsyme@eastwindsorct.com>; Barbara Petano <bpetano@eastwindsorct.com>; Karen Christensen <kchristensen@eastwindsorct.com>; Thomas Talamini <ttalamini@eastwindsorct.com>; Thomas Lansner <tlansner@eastwindsorct.com>; Noreen Farmer <nfarmer@cox.net>; Danelle Godeck <dgoeck@eastwindsorct.com>
Cc: Amy O'Toole <aotoole@eastwindsorct.com>; Jason Bowsza <jbowsza@eastwindsorct.com>
Subject: Budget option

Good afternoon,

I would like to start by thanking each of you for the due diligence you've put into the budget process this year. I recognize that these circumstances are not ideal, and I applaud you all for taking your responsibilities seriously as we chart a course for Fiscal Year 20/21. I also think you have struck a sound balance between the needs of the government and the circumstances befalling our residents. As you know, there have been more than 400,000 unemployment claims in Connecticut over the last month. So far, we don't have any sense of how our constituents have been impacted, but I continue to press the Department of Labor for those statistics, and I will share them once they are available.

We do not yet know what impact COVID-19 will have on the ability of our taxpayers to shoulder significant tax increases, and we do not yet know what the service needs are going to be on government services or on education – all we know is that there will be increased demand for services on both.

Considering this board's effort to keep the budget reasonable, I would offer a suggestion. Connecticut General Statutes 12-248a says the following: *For the fiscal year ending June 30, 2020, and each fiscal year thereafter, notwithstanding any provision of the general statutes or any special act, municipal charter, home rule ordinance or other ordinance, the board of finance in each town having a board of finance, the board of selectman in each town having no board of finance or the authority making appropriations for the school district for each town may deposit into a non-lapsing account any unexpended funds from the prior fiscal year from the budgeted appropriation for education for the town, provided (1) such deposited amount does not exceed two per cent of the total budgeted appropriation for education for such prior fiscal year, (2) each expenditure from such account shall be made only for educational purposes, and (3) each such expenditure shall be authorized by the local board of education for such town.*

I think this is the time to consider establishing such a fund for the Board of Education, for three reasons:

- It is likely that there will be some surplus from the Board of Education's current year appropriation that would otherwise lapse. For example, the Board of Education budgets for substitute teachers – something that certainly isn't needed at this point in time. It is also likely that they would find savings in utility lines with buildings closed. All this is to say that they have an appropriation which they are not likely to need in total, so let's put that to good use for its intended purpose. See [here](#) and [here](#) for examples of districts finding current year savings.

- Establishment of a non-lapsing revolving fund for use by the Board of Education would allow them to use moneys that have (currently) been appropriated for educational purposes to cover expenses likely to be incurred as a result of prolonged absences from school during the COVID-19 pandemic.
- Even without the COVID-19 pandemic, the school district has struggled with changing special education costs in recent years, as have many school districts throughout the state. Establishment of this fund would allow for the smoothing of those cost impacts when they occur mid-year.

It stands to reason that rather than incurring an end-of-year budget spend-down, or lapsing funding back to the General Fund (which does not usually happen), a better use of appropriated educational funding would be to continue its availability to the Board of Education for budget stabilization purposes. The amended statute allows them to carry over as much as two percent per year, which could help provide more budget security than they've had in the last decade. I think it's the right time to consider establishing a revolving fund for our schools.

~ Jay

Jason E. Bowsza
First Selectman
Town of East Windsor
11 Rye Street
Broad Brook, CT 06016

BW- 5/7/2020 - Attachment C

7C

**WAREHOUSE POINT FIRE DISTRICT
BOARD OF FIRE COMMISSIONERS**

89 Bridge Street
East Windsor, CT 06088

860-623-5596
860-292-8265 - Fax

April 14, 2020

Board of Selectmen
Town of East Windsor
Town Hall
11 Rye Street
Broad Brook, CT 06016

Dear Member of the Board of Selectmen:

As you may recall, I am Chairman of the Warehouse Point Fire District Board of Fire Commissioners. Early in your term, I wrote to Jason Bowsza asking that a matter of Pilot Funds be placed on the agenda for a Selectmen hearing. It is our contention that equitably the Warehouse Point Fire District should be entitled to some of the funds received from the State of Connecticut. We have learned that the Town received payment in lieu of taxes from the State of Connecticut in the amount of \$548,433.

An examination of the State owned and therefore tax-exempt property finds that most of the properties, 9 of 16, are located within the Warehouse Point Fire District boundary lines.

Basically, the Fire District is providing all of the services to these exempt properties. It seems only fair that the Town share these monies in an equitable manner with the District. Again, we make claim in this regard in that this matter has never appeared on the Selectmen meeting agenda.

Based upon the foregoing, we ask that this item be added to the agenda of a forthcoming Selectmen's meeting so that it may be equitably addressed.

Thank you for your attention to this matter and we await your reply.

Very truly yours,



Louis W. Flynn, Jr., Chairman
Warehouse Point Board of Fire Commissioners

LWF:ke

PROCLAMATION AND ORDER FOR THE TOWN OF EAST WINDSOR, CONNECTICUT

Mental Health Month 2020 "Tools 2 Thrive"

WHEREAS, mental health is essential to everyone's overall health and well-being; and

WHEREAS, all Americans face challenges in life that can impact their mental health; and

WHEREAS, prevention is an effective way to reduce the burden of mental health conditions; and

WHEREAS, there are practical tools that all people can use to improve their mental health and increase resiliency; and

WHEREAS, mental health conditions are real and prevalent in our nation; and

WHEREAS, with effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and

WHEREAS, each business, school, government agency, healthcare provider, organization and citizen share the burden of mental health problems and has a responsibility to promote mental wellness and support prevention efforts.

NOW, THEREFORE, I, Jason E. Bowsza, do hereby proclaim May 2020 as Mental Health Month in the Town of East Windsor. As the First Selectman, I also call upon the citizens, government agencies, public and private institutions, businesses and schools in the Town of East Windsor to recommit our community to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all people with mental health conditions.




Jason E. Bowsza, First Selectman

Fire Marshall Reporting of Services Performed

Any Fire Marshal performing fire marshal services on behalf of the Town of East Windsor, whether appointed by state, municipal, district or any successive body, in accordance with C.G.S. Sec. 29-297, shall submit an a report of services performed on a regular basis as determined by the appointing authority or their designee, but no less than weekly.

Reporting Format

On a weekly basis, official duties performed by the Fire Marshal and all Fire Inspectors shall be logged in the Firehouse software package, or other similar platform that may be acceptable to the appointing authority. Reporting may be submitted through smart phone, tablet or other electronic device. The weekly report shall include all service performed each day of the week and the number of hours or partial hours in which actual services were performed by the Marshal or Inspector as well as a description of the service performed at that time.

Descriptions of activities performed, shall include the hours or partial hours of physical inspections, plan reviews, writing of reports, and travel to and from physical site inspections (if using a personal vehicle). The report shall be filed with the appointing authority by 10 Am each Monday for the previous week's services performed. If said jurisdiction does not utilize such software, a written report for each inspection must be submitted detailing the same information as is required through electronic submission.

Fire Inspector Time Reporting

Any Fire Inspector employed by the Town will report time worked to the Fire Marshal as determined by standard payroll processes. The Fire Marshal appointed by the Town shall submit bi-weekly time reports of the Fire Inspector's time worked to the appointing authority or their designee.

Performance of Duties

The Fire Marshal must perform all duties as required by state and local law and regulation or ordinance in a timely and proper manner as contemplated by the law. The following are among the specific duties that the Fire Marshal must perform in accordance with state law:

1. Annually inspect all buildings and facilities of public service and occupancy, except one and two-family dwellings, regulated by the state Fire Safety Code, and

inspect other buildings upon receiving an authentic report that they pose a fire hazard that could endanger life (CGS 29-305);

2. Where applicable, review plans for buildings and structures under their jurisdiction to determine compliance with the fire safety code before the building permits are issued (CGS 29-263)

3. Investigate the cause, origin, and circumstances of all fires that caused or threatened to cause property or personal damage or deaths (CGS 29-302 & 29-303);

4. Certify that residential buildings subject to the fire safety code are equipped with code compliant smoke detection and warning equipment before they are issued a Certificate of Occupancy (CGS 292(b));

5. Upon receiving a complaint, inspect one-and two-family dwellings to ensure that statutory requirements on smoke detection and warning equipment are satisfied (CGS 29-305);

6. Issue permits for keeping, selling, using, storing, procuring, or transporting explosives (CGS 29-349(d) & (e));

7. Inspect, at least once per year, dry cleaning and dry dyeing establishments (CGS 29-326);

8. Inspect, at least once each year, bulk storage tanks, equipment, and cargo tank vehicles at bulk storage installations used to store and transport liquefied petroleum gas and liquefied natural gas (CGS 29-332);

9. Inspect, at least once each year, storage plants, plant equipment, and cargo tank vehicles at such plants used to store and transport hazardous chemicals (CGS 29-339);

10. Inspect fireworks and special effects display sites (CGS 29-357);

11. Determine the appropriate amount of fire protection and fire extinguishing equipment required at amusement parks and carnivals (CGS 29-143a); and

12. Issue open burning permits (CGS 22a-174).

Termination

The law provides that The Fire Marshal "shall be sworn to the faithful performance of his duties" and "continue to serve in that office until removed for cause" (CGS 29-297). The appointing authority must remove any fire marshal who fails to (1) maintain the required certification(s) or (2) "faithfully perform the duties of his office" (CGS 29-298 & 29-299).

The law prohibits dismissal of fire marshals unless certain due process conditions are met. The Fire Marshal must receive: (1) written notice of the specific grounds for dismissal and (2) an opportunity to be heard in his/her own defense, personally or by counsel, at a public hearing before the pertinent authority. The hearing must be held between five and 10 days after the notice (CGS 29-300).

Approved by: _____

Date: _____

Proposed Building Permit Fees

Estimated	Cost	Application Fee
\$0.00	\$2,000.00	\$50.50
\$2,001.00	\$3,000.00	\$66.50
\$3,001.00	\$4,000.00	\$82.00
\$4,001.00	\$5,000.00	\$97.50
\$5,001.00	\$6,000.00	\$113.00
\$6,001.00	\$7,000.00	\$128.50
\$7,001.00	\$8,000.00	\$144.00
\$8,001.00	\$9,000.00	\$159.50
\$9,001.00	\$10,000.00	\$175.00
\$10,001.00	\$11,000.00	\$190.50
\$11,001.00	\$12,000.00	\$206.00
\$12,001.00	\$13,000.00	\$221.50
\$13,001.00	\$14,000.00	\$237.00
\$14,001.00	\$15,000.00	\$252.50
\$15,001.00	\$16,000.00	\$268.00
\$16,001.00	\$17,000.00	\$283.50
\$17,001.00	\$18,000.00	\$299.00
\$18,001.00	\$19,000.00	\$314.50
\$19,001.00	\$20,000.00	\$330.00
\$20,001.00	\$21,000.00	\$345.50
\$21,001.00	\$22,000.00	\$361.00
\$22,001.00	\$23,000.00	\$376.50
\$23,001.00	\$24,000.00	\$392.00
\$24,001.00	\$25,000.00	\$407.50
\$25,001.00	\$26,000.00	\$423.00
\$26,001.00	\$27,000.00	\$438.50
\$27,001.00	\$28,000.00	\$454.00
\$28,001.00	\$29,000.00	\$469.50
\$29,001.00	\$30,000.00	\$485.00
\$30,001.00	\$31,000.00	\$500.50
\$31,001.00	\$32,000.00	\$516.00
\$32,001.00	\$33,000.00	\$531.50
\$33,001.00	\$34,000.00	\$547.00
\$34,001.00	\$35,000.00	\$562.50
\$35,001.00	\$36,000.00	\$578.00
\$36,001.00	\$37,000.00	\$593.50
\$37,001.00	\$38,000.00	\$609.00
\$38,001.00	\$39,000.00	\$624.50
\$39,001.00	\$40,000.00	\$640.00
\$40,001.00	\$41,000.00	\$655.50
\$41,001.00	\$42,000.00	\$671.00
\$42,001.00	\$43,000.00	\$686.50
\$43,001.00	\$44,000.00	\$702.00
\$44,001.00	\$45,000.00	\$717.50
\$45,001.00	\$46,000.00	\$733.00
\$46,001.00	\$47,000.00	\$748.50
\$47,001.00	\$48,000.00	\$764.00
\$48,001.00	\$49,000.00	\$779.50

April 27, 2020

Building Permit Fee Recommendations

Presently	\$20.50	\$0 - \$1000 of construction value
	\$15.50	every \$1000 of construction value thereafter
Proposed	\$50.50	\$0 - \$2000 of construction value
	\$15.50	every \$1000 of construction value thereafter

Application Processing Fee (To Permit Link Software) \$10. Per permit

This proposal raises the revenue to the Town of East Windsor \$5.00 per permit. It includes the \$10. Per permit charge from the software company.

Total rate increase for any permit is \$15.00

Rates have not been adjusted since 2004/2005

Respectfully,

Rand D. Stanley

Building Official

East Windsor

DRAFT MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is by and between the **TOWN OF EAST WINDSOR** (hereinafter, the "Town") and the **WAREHOUSE POINT FIRE DISTRICT** (hereinafter, the "District"), collectively referred to as the Parties. The Parties agree to the following:

WHEREAS, the Town is a Connecticut municipal corporation;

WHEREAS, the District is a special taxing district established pursuant to a Special Act of the Connecticut General Assembly with the primary mission of providing fire protection and emergency services to the residents of the Warehouse Point section of East Windsor;

WHEREAS, on or about April 19, 2016, the Town and the District entered into an Agreement (hereinafter, the "Agreement") governing, among other things, a) the collection by the Town of taxes due to the District, and b) the payment by the Town to the District of said tax monies;

WHEREAS, the Agreement provides, among other things, that a) the Town shall collect such taxes that are due on July 1st of each year to the District (along with the Town's own taxes), b) the Town shall pay to the District 100% of the taxes billed to District taxpayers (whether or not the Town had received payment in full from each District taxpayer) on or by August 15th of each year, c) the District shall assign to the Town the right to collect any delinquent District taxes, and d) the Town shall bill the District (as a fee) 2% of the collected taxes on or by August 15th of each year, with the District making payment thereafter as specified in the Agreement;

WHEREAS, due to the COVID-19 pandemic, the Governor of Connecticut has declared a state of emergency and as a result has issued a series of Executive Orders superseding various laws during the period of said pandemic;

WHEREAS, Section 6 of Executive Order 7S authorizes, among other things, municipalities to participate in a "deferment program", by which municipalities shall offer to eligible taxpayers a deferment of ninety (90) days of any taxes on real property, personal property or motor vehicles;

WHEREAS, Section 1 of Executive Order 7W extends said deferment program to quasi-municipal corporations such as fire and special taxing districts;

WHEREAS, the Town through its Board of Selectmen has voted to adopt and is participating in such a deferment program; and

WHEREAS, as the Town serves as the tax collector for the District, the Parties agree that the deferment should apply to all taxes due to the District.

NOW THEREFORE, it is agreed by and between the Parties through their respective chief executive officers, duly authorized, as follows:

- 1) The program for tax deferment that was adopted by the Town with respect to those taxes due to the Town on July 1, 2020 shall apply to those taxes that are due to the District on July 1, 2020.
- 2) The Town will collect such taxes that are due to the District on July 1, 2020, and will continue to list the taxes owed to the District as a separate line item on the Town tax bill for those Town taxpayers that live within the District; such District taxes shall be due and collected on a deferred basis consistent with Executive Orders 7S and 7W.
- 3) Notwithstanding the terms of the Agreement, and the deferred schedule of the collection of taxes (including those taxes due to the District), the Town shall pay 50% of the total amount of taxes billed to District taxpayers (whether or not the Town has received payment in full from each District taxpayer) on or by August 15th, 2020; the Town shall pay the remaining 50% (whether or not the Town has received payment in full from each District taxpayer) on or by November 15th, 2020.
 - a. As the total amount of taxes that was levied and is due to the District on July 1, 2020 is \$809,956.51, the Town shall pay to the District \$404,978.26 of such monies on or by August 15th, 2020, and then pay the remaining \$404,978.26 on or by November 15th, 2020.
- 4) This Memorandum will only be in effect with respect to those taxes that are due to the District on July 1, 2020, and thereafter shall expire on November 15, 2020. This Memorandum and its contents shall not constitute a precedent, a continuing obligation beyond the terms of the Memorandum, or an instance of a past practice, in any future matter or in any future year.
- 5) Unless otherwise referenced in this Memorandum, all provisions of the Agreement between the Town and the District shall continue to remain in effect, including but not limited to those provisions governing the payment of the collection fee owed by the District to the Town (including the deadline for making said payment), the assignment to the Town by the District of the right to collect delinquent taxes, the hold harmless provisions, and the severability of any illegal provision.
- 6) This Memorandum may be signed in counterparts.

TOWN OF EAST WINDSOR

By. Jason Bowsza
First Selectman
Duly Authorized

Date

WAREHOUSE POINT FIRE DISTRICT

By:
Its:
Duly Authorized

Date

SW- 5/7/2020 Attachment H

TOWN OF EAST WINDSOR
TAX STABILIZATION AGREEMENT

THIS AGREEMENT, made effective as of May __, 2020, by and among Town of East Windsor, Connecticut, a governmental body organized under the laws of the State of Connecticut, 11 Rye Street, Broad Brook, Connecticut, 06016 ("Town"), Gravel Pit Solar, LLC, Gravel Pit Solar II, LLC and Gravel Pit Solar III, LLC ("collectively referred to as "Owner"), all having an address of 1166 Avenue of the Americas, 9th Floor, New York, NY 10036.

RECITALS

- A. Owner proposes to enter into a multi-year tax stabilization agreement with the Town.
- B. According to Owner, the purpose of the agreement is to eliminate depreciation and uncertainty in assessed value, resulting in a predictable source of revenue to the Town and a known tax burden on the project over the term of this Agreement.
- C. Pursuant to Connecticut General Statutes Sec. 32-71a(a) municipalities may, but are not required to, enter into tax stabilization agreements for electric generating facilities where such agreements may benefit the community and the project.
- D. Such assessments or taxes as fixed in such an agreement represent an approximation of the projected tax liability of such facility based on a reasonable estimation of its fair market value as determined by the municipality upon the exercise of its best efforts.
- E. The Board of Selectmen of the Town has adopted a resolution authorizing Town to enter into this Agreement.
- F. The parties now desire to enter into this Agreement to effect a Tax Stabilization Agreement for the Property.

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

ARTICLE 1 - DEFINITIONS

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

Section 1.1 – Commencement Date. The term “Commencement Date” shall mean the later of October 1, 2021 or the date of the Grand List immediately following the date when the Facility commences commercial operations (“commercial operations date” or “COD”).

Section 1.2 - Property. The term “Property” shall mean the parcels of land located in East Windsor, Connecticut as described on Schedule A attached hereto, together with all taxable personal property to be installed on the land as part of a commercial solar electric generating facility (the “Facility”).

Section 1.3 - Tax Stabilization Rate. The Parties agree that the following stabilized taxes for the Property shall be paid for the indicated Grand List years: \$3,150 per megawatt installed at the Facility for each year of the Tax Stabilization Period according to the schedule attached hereto as Exhibit B. For each year of Facility operation after the initial twenty (20) year period, the \$3,150 per megawatt rate shall increase by one per cent (1%) per year for the duration of the Facility’s operation while this Agreement remains in effect.

Section 1.4 - Tax Stabilization Period. The term “Tax Stabilization Period” shall refer to the twenty (20) assessment year period that shall begin on the first day (July 1) of the first tax year (e.g., 2022 based on the October 1, 2021 Grand List) following the Commencement Date and ending on the earlier of the last day of the twentieth tax year following the Commencement Date (e.g., June 30, 2043) or the decommissioning of the Facility. Upon the mutual agreement of the parties, the Tax Stabilization Period can be extended up to an additional twenty (20) assessment years after its initial term.

ARTICLE 2 - TAX MATTERS

Section 2.1 – Assessment of the Property. In consideration of the Owner's plan to operate a solar electric generating facility of approximately 75 megawatts, the Town and Owner agree that the total property taxes due on the Property shall be fixed during the Tax Stabilization Period pursuant to Section 1.3 and Exhibit B. Other than the motor vehicle tax as set forth in Section 2 herein, no other property taxes currently levied under Connecticut law shall be due regarding the Property during the Tax Stabilization Period levied by the Town. During the Tax Stabilization Period, the Town shall establish the assessments of the Property at amounts that produce the stabilized tax payment for each year as set forth in Section 1.3 and Exhibit B. If the Property comes to be located in a fire district during the term of this Agreement, then the assessments of the Property shall be further adjusted so that the stabilized tax payments provided for in this Agreement shall not increase in order to cover any property taxes that would be levied by any fire district as well as the Town. To assist with the establishment of said assessments, the Owner shall supply the Town's assessor with the total projected cost of the taxable personal property constituting the Facility as soon after the execution of this Agreement as practicable. Such costs shall be kept confidential by the Town pursuant to Connecticut General Statutes §12-41.

The addition of any new taxable personal property to the Facility during the Tax Stabilization Period shall not increase the stabilized tax payments provided for in this Agreement unless they have the effect of increasing the Facility's nameplate capacity, in which case the payments for the balance of the Tax Stabilization Period shall increase proportionally based on the percentage increase in the Facility's nameplate capacity.

If any new taxable real or personal property is added to the Property during the term of this Agreement which is not part of the Facility, such property shall be subject to separate assessment and taxation by the Town in addition to the stabilized tax payments provided for in this Agreement. Any such separate assessment and taxes shall be subject to all appeal rights as provided by law.

Upon the expiration or termination of this Agreement, the Property shall be assessed and taxed by the Town pursuant to law and the Owner shall have all appeal rights regarding such assessments and taxes as provided by law.

Section 2.2 - Motor Vehicle Taxes. The assessment value of any motor vehicles shall be determined by the Town's Assessor in the normal course pursuant to state and local laws. Owner agrees to pay full taxes on all of its motor vehicles during the Tax Stabilization Period. Owner shall make such payment no later than the applicable due dates of the tax billing or otherwise shall be subject to penalty interest for late payment.

Section 2.3 – Payment of Stabilized Taxes Under Agreement. The stabilized tax payments provided for in this Agreement shall be billed by the Town and payable by the Owner at the same times as regular property taxes are billed and payable in the Town.

ARTICLE 3 - OPERATION OF PROPERTY

Section 3.1 – Operation. During the Tax Stabilization Period, the Owner agrees that it shall not:

- 3.1.1. Change, suffer or allow the use of the Property to be changed to a use that does not comply with a solar electric generating facility as a use set forth in Section 32-71a(a) of the Connecticut General Statutes;
- 3.1.2. Fail to pay the taxes contemplated under this Agreement when due; or
- 3.1.3. Declare bankruptcy.

ARTICLE 4 - REPRESENTATIONS AND WARRANTIES

Section 4.1 – Town Representations and Warranties. Town hereby represents and warrants to the Owner as follows:

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

- 4.1.2. Town is a municipality duly organized and operating under the laws of the State.
- 4.1.3. Town has the power to enter into this Agreement and to carry out its obligations hereunder.
- 4.1.4. The execution and delivery of this Agreement, the conferral of the Tax Stabilization to Owner, 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.
- 4.1.5. This Agreement has been duly authorized by Board of Selectmen by means of the adoption of a resolution, and is a valid and binding obligation of Town, and is enforceable in accordance with its terms against Town.
- 4.1.6. 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.
- 4.1.7. 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 Tax Stabilization or any other matter contained in this Agreement.

Section 4.2 – Owner Representations and Warranties. Owner hereby represents and warrants to Town as follows:

- 4.2.1. Owner is qualified and, if necessary, licensed to transact business in the State of Connecticut.

- 4.2.2. Owner is the fee owner/lessee of the Property and has the power to enter into this Agreement and to carry out its obligations hereunder.
- 4.2.3. The execution and delivery of this Agreement, the performance of the obligations of Owner 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 Owner are not prevented by or result in a breach of, the terms, conditions or provisions of any statute, law, ordinance or regulation by which Owner is bound, or any contractual restriction, financing, agreement or instrument of whatever nature to which Owner is now a party by which it is bound, nor do they constitute default under any of the foregoing.
- 4.2.4. This Agreement has been duly authorized by Owner, and is a valid and binding obligation of Owner and is enforceable in accordance with its terms against Owner.
- 4.2.5. The signatory of Owner executing this Agreement is in good standing with Owner and is authorized to execute and deliver this Agreement, in such capacity.
- 4.2.6. There is no claim or litigation, threat of any claim or litigation, against Owner with respect to its execution and delivery of this Agreement, the conferral of the Tax Stabilization or any other matter contained in this Agreement.
- 4.2.7. There are no actions, suits or proceedings pending or threatened against or affecting the Owner 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 Owner to perform its obligations under this Agreement.

4.2.8 As of the date of this Agreement, it is anticipated that the Facility will have a minimum nameplate capacity of 75 megawatts. This capacity is subject to change based on the finalization of the Facility's design.

ARTICLE 5 - DEFAULT

Section 5.1 - Town Default. In the event that Town fails to perform under Section 2.1 of this Agreement and Owner 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, Owner shall be entitled to all rights and remedies at law or in equity.

Section 5.2 - Owner Default. In the event that Owner fails to perform a covenant or agreement as set forth in Section 3.1 above and Town furnishes notice to that effect to Owner, and Owner 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 Owner initiates the curing thereof within said thirty (30) day period and thereafter diligently prosecutes such curing, then Owner shall be deemed to be in default of this Agreement. In the event of Owner's default under this Agreement beyond applicable cure periods, this Agreement shall be null and void and the Town shall be under no obligation to grant further tax relief hereunder. Further, in the event of such termination of this Agreement, the Owner shall be obligated to reimburse the Town for the amount, if any, that the stabilized tax payments made pursuant to this Agreement prior to its termination exceed the property taxes that would have been due on the Property in the absence of this Agreement for the same period of time. Finally, 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.

ARTICLE 6 – MISCELLANEOUS

Section 6.1 - Notices. All notices and requests required pursuant to this Agreement shall be sent by personal delivery, overnight courier, or certified mail as follows:

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

With a copy to:

Robert M. DeCrescenzo, Esq.
Updike, Kelly & Spellacy, P.C.
P.O. Box 231277, 100 Pearl Street
Hartford, CT 06123-1277

To Owner: c/o D. E. Shaw Renewable Investments, LLC
 1166 Avenue of the Americas, 9th Floor
 New York, NY 10036
 Attn: General Counsel

With a copy to: Lee D. Hoffman, Esq.
 Pullman & Comley, LLC
 90 State House Square
 Hartford, CT 06103

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 certified mail, return receipt requested.

Section 6.2 Successors and Assigns; Assignment. Owner shall not assign its rights and obligations under this Agreement except with the written consent of the East Windsor Board of Selectmen. 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 6.3 - Amendment. This Agreement sets forth all the promises, inducements, agreements, conditions, and understandings between Owner and Town relative to the fixing of the assessments and taxes on the Property 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 6.4 - 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 6.5 - No Admission as to Value. The parties acknowledge and agree that the values placed upon the Property as a result of this Tax Stabilization Agreement shall not now or at any other time be construed as an admission by any party or as evidence of any kind as to the true fair market value of the Property.

Section 6.6 –Agreement Not Binding Beyond the Term: Owner acknowledges and agrees that the Tax Stabilization offered pursuant to this Agreement is not binding upon the Town beyond the twenty (20) year Tax Stabilization Period agreed to herein unless this Agreement is extended as provided for in Section 1.4 above.

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

TOWN OF EAST WINDSOR BY: _____ Jason Bowsza Its First Selectman Date: _____	
	OWNER, Gravel Pit Solar, LLC BY: _____ Duly Authorized Date: _____
OWNER, Gravel Pit Solar II, LLC BY: _____ David Zwillinger Duly Authorized Date: _____	OWNER, Gravel Pit Solar III, LLC BY: _____ Duly Authorized Date: _____

SCHEDULE A

Lot	Acreage	Owner
057-65-001	98	Apothecaries Hall Enterprises
057-65-002	3	Apothecaries Hall Enterprises
048-65-007	124.8	Apothecaries Hall Enterprises
048-65-006	1.4	Ernestine Charbonneau
025-49-017A	124.44	Back 124 LLC
037-65-005A	14.63	Northern Capital Region
027-49-017C	86.5	Northern Capital Region
016-49-007	118.66	Edward and Dorothy Markowski
016-50-001	156.24	Edward and Dorothy Markowski

EXHIBIT B

Stabilized Tax Payments

As specified in Section 1.3 of the Agreement, \$3,150 per megawatt AC of nameplate capacity as defined in the Facility's Interconnection Agreement between the Project, the Independent System Operator of New England and Eversource d/b/a Connecticut Light and Power, payable pursuant to Section 2.3 of the Agreement during the Tax Stabilization Period as defined in Section 1.4 of the Agreement.

TOWN OF EAST WINDSOR

MUNICIPAL DEVELOPMENT IMPACT AGREEMENT

THIS AGREEMENT, is made effective as of May __, 2020, by and among Town of East Windsor, Connecticut, a governmental body organized under the laws of the State of Connecticut, 11 Rye Street, Broad Brook, Connecticut, 06016 ("Town"), Gravel Pit Solar, LLC, Gravel Pit Solar II, LLC and Gravel Pit Solar III, LLC ("collectively referred to as "Owner"), all having an address of 1166 Avenue of the Americas, 9th Floor, New York, NY 10036.

RECITALS

- A. Owner proposes to develop a solar PV electric generation facility ("Facility"). The facility will be located on parcels of land located in East Windsor, Connecticut as described on Schedule A attached hereto ("Property").
- B. In connection with the development of the Facility, Owner proposes to enter into an agreement with the Town ("Agreement") for the management of construction activities.
- C. The purpose of the Agreement is to: 1) recognize that the development of the Facility may result in impacts to the Town's infrastructure, may result in training expenses for town building and emergency response personnel and may result in other administrative expenses to the Town; and 2) compensate the Town for those impacts and expenses over the term of this Agreement.
- D. The Board of Selectmen of the Town has adopted a resolution authorizing Town to enter into this Agreement.
- E. The parties now desire to enter into this Agreement to effect an Infrastructure Agreement for the Property.

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

ARTICLE 1 - GENERAL

Section 1.1 – Commencement Date and term of Agreement. This Agreement shall commence as of May ____, 2020 and shall be in effect until December 31, 2043.

Section 1.2 – Contribution from Owner.

1.2.1 In consideration of the Town entering into this Agreement, Owner agrees to make a cash contribution totaling One Million Five Hundred Thousand Dollars (\$1.5 Million) to the Town of East Windsor payable pursuant to the schedule provided for in section 1.2.2.

1.2.2 Owner agrees to pay the Town of East Windsor pursuant to the following schedule:

a) on or before the beginning of construction of the Facility, a payment of Three Hundred Thousand Dollars (\$300,000);

b) on or before the beginning of the installation of posts and/or racking at the Facility, a payment of Three Hundred Thousand Dollars (\$300,000);

c) on or before the completion of construction, but before the completion of testing of the Facility, a payment of Three Hundred Thousand Dollars (\$300,000);

d) on or before the date the Town issues a certificate of occupancy for the Facility, a payment of Three Hundred Thousand Dollars (\$300,000); and

e) on the date that the Facility attains full commercial operation, a payment of Three Hundred Thousand Dollars (\$300,000).

1.2.3 If the Facility continues to operate for more than twenty (20) years, Owner will pay a second cash contribution of Three Hundred Thousand Dollars

(\$300,000) to the Town of East Windsor payable on the twenty-second (22nd) anniversary of the completion of the Facility. This date is currently anticipated to be June 30, 2043. If the Facility is decommissioned before June 30, 2043, Owner will not be responsible for payment under this section 1.2.3.

ARTICLE 2 - REPRESENTATIONS AND WARRANTIES

Section 2.1 – Town Representations and Warranties. Town hereby represents and warrants to the Owner as follows:

- 2.1.1. This Agreement is in material compliance with Town Charter and with the Connecticut General Statutes, *et seq.*
- 2.1.2. Town is a municipality duly organized and operating under the laws of the State.
- 2.1.3. Town has the power to enter into this Agreement and to carry out its obligations hereunder.
- 2.1.4. The execution and delivery of this Agreement, 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.
- 2.1.5. This Agreement has been duly authorized by Board of Selectmen by means of the adoption of a resolution, and is a valid and binding obligation of Town, and is enforceable in accordance with its terms against Town.

- 2.1.6. 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.
- 2.1.7. 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 Tax Stabilization or any other matter contained in this Agreement.

Section 2.2 – Owner Representations and Warranties. Owner hereby represents and warrants to Town as follows:

- 2.2.1. Owner is qualified and, if necessary, licensed to transact business in the State of Connecticut.
- 2.2.2. Owner has the power to enter into this Agreement and to carry out its obligations hereunder.
- 2.2.3. The execution and delivery of this Agreement, the performance of the obligations of Owner 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 Owner are not prevented by or result in a breach of, the terms, conditions or provisions of any statute, law, ordinance or regulation by which Owner is bound, or any contractual restriction, financing, agreement or instrument of whatever nature to which Owner is now a party by which it is bound, nor do they constitute default under any of the foregoing.
- 2.2.4. This Agreement has been duly authorized by Owner and is a valid and binding obligation of Owner and is enforceable in accordance with its terms against Owner.

- 2.2.5. The officer of Owner executing this Agreement is in good standing with Owner and is authorized to execute and deliver this Agreement in such capacity.
- 2.2.6. There is no claim or litigation, threat of any claim or litigation, against Owner with respect to its execution and delivery of this Agreement, the conferral of the Tax Stabilization or any other matter contained in this Agreement.
- 2.2.7. There are no actions, suits or proceedings pending or threatened against or affecting the Owner 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 Owner to perform its obligations under this Agreement.

ARTICLE 3 - MISCELLANEOUS

Section 3.1 - Notices. All notices and requests required pursuant to this Agreement shall be sent by personal delivery, overnight courier, or certified mail as follows:

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

With a copy to:

Robert M. DeCrescenzo, Esq.
Updike, Kelly & Spellacy, P.C.
P.O. Box 231277, 100 Pearl Street
Hartford, CT 06123-1277

To Owner: D. E. Shaw Renewable Investments, LLC
1166 Avenue of the Americas, 9th Floor
New York, NY 10036
Attn: General Counsel

With a copy to: Lee D. Hoffman, Esq.
Pullman & Comley, LLC
90 State House Square
Hartford, CT 06103

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 certified mail, return receipt requested.

Section 3.2 Successors and Assigns; Assignment. Owner shall not assign its rights and obligations under this Agreement except with the written consent of the East Windsor Board of Selectmen, which shall not be unreasonably withheld. 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 3.3 - Amendment. (a) This Agreement sets forth all the promises, inducements, agreements, conditions, and understandings between Owner and Town relative to the fixing of the assessments and taxes on the Property 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.

(b) Notwithstanding the language contained in Section 3.3(a) above, this Agreement is separate and distinct from the Tax Stabilization Agreement entered into between the Town and Owner on May _____, 2020. Nothing in this Agreement shall abridge, impact or modify the terms of that Tax Stabilization Agreement.

Section 3.4 - 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.

[NEXT PAGE IS SIGNATURE PAGE]

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

TOWN OF EAST WINDSOR BY: _____ Jason Bowsza Its First Selectman Date: _____	
OWNER, Gravel Pit Solar, LLC BY:  _____ Bryan Martin Authorized Signatory Date: _____	_____
OWNER, Gravel Pit Solar II, LLC BY:  _____ Bryan Martin Authorized Signatory Date: _____	OWNER, Gravel Pit Solar III, LLC BY:  _____ Bryan Martin Authorized Signatory Date: _____

APPENDIX A

Lot	Acreage	Owner
057-65-001	98	Apothecaries Hall Enterprises
057-65-002	3	Apothecaries Hall Enterprises
048-65-007	124.8	Apothecaries Hall Enterprises
048-65-006	1.4	Ernestine Charbonneau
025-49-017A	124.44	Back 124 LLC
037-65-005A	14.63	Northern Capital Region
027-49-017C	86.5	Northern Capital Region
016-49-007	118.66	Edward and Dorothy Markowski
016-50-001	156.24	Edward and Dorothy Markowski

CN- 5/7/2020 - Attachment J

First Selectman's Report – May 7, 2020

Despite all the hardships that the COVID-19 pandemic has presented, I've tried hard to keep business running as usual in Town Hall. That includes a series of negotiations that have been taking place for the last several months with a company called North Light Energy. The result of those negotiations is an agreement between the Town and North Light Energy's Gravel Pit Solar Project, which will bring a significant boost in tax revenue over at least the next twenty years, and once fully constructed, North Light Energy will be the largest grid-scale solar development in New England. The project is expected to be as large as 120 Mega Watts and will contribute \$1.5 million for capital infrastructure projects, plus approximately \$375,000 in tax revenue every year, making them one of if not the largest taxpayer in East Windsor. The deal in total is **worth at least \$9 million** to the Town of East Windsor.

The project will be located on several parcels on or around the existing Apothecaries Hall Road gravel pits. This project, in addition to becoming one of our largest taxpayers, will also very likely curtail the illegal ATV riding that happens in that location currently. This has been a longstanding attractive nuisance in the area, and this will also hopefully decrease noise in that area significantly.

I've worked hard to instill a notion that East Windsor is a community that is open for business, and we are delighted to welcome them to the community.

Over the last month, the Town has continued moving towards conversion of health insurance carriers. We are in the process of converting to the Connecticut Partnership Plan 2.0, which will save the Town at least \$400,000 in the next fiscal year, and thereafter. We are on schedule to complete that conversion in time for July 1, barring some unforeseen problem.

On April 22, I joined representatives of Cornerstone Church as they recognized and thanked the nearly two dozen school district employees who continue to provide breakfasts and lunches to students in town since the onset of the pandemic and the closure of schools. The church representatives presented Costco gift cards to each of those who have been providing those meals. I am very grateful to the church leadership and their congregation for their generosity.

I've spoken with the superintendent, and the Town will be picking up the costs of food associated with that meal program through the end of the fiscal year. The reason for this is because the Town can request reimbursement for the costs of the food (at a rate of up to 75% of cost), whereas the school cannot. It makes sense to try and maximize state and federal reimbursement opportunities where we can.

On April 28, I was pleased to join in the pop-up parade to thank healthcare workers, first responders and essential employees throughout town. We had some very positive feedback from a lot of people about it. Thanks to Sarah Muska for organizing.

On May 5, the Charter Revision Commission met as they continue to work on proposals for the voters to consider on November's ballot. So far, they have identified technical and grammatical changes that need to be fixed, and they are looking in the budget-writing section of the charter to determine if that system works for the Town, or if there is a better way. So far, they have not come to a conclusion on that.

Last night, the Board of Finance finalized the FY20/21 budget on behalf of the Town. Due to the pandemic, the governor suspended our normal, charter-driven budget process and left the final budget determination to that board. They took their expanded role seriously, put in a lot of thoughtful deliberation, and I thank them for their work. More than 80 people participated in the Zoom meeting to voice their opinions and watch the process unfold. The final budget is a mill rate change of 0.47 mills (1.38% tax increase), with the Town budget rising by 1.98% and the Board of Education budget rising by 3.27%.

Respectfully submitted,

Jason E. Bowsza
First Selectman

BW- 5/7/2020 - Attachment K

Selectman Nordell's Report 5/7/2020

On Tuesday, 4/28, I was honored to participate in a parade organized by Selectman Muska and the East Windsor Police Dept. This parade was to honor and recognize the town's front line employees like medical workers, fire, police, ems, grocery store workers, and all of our essential employees during this crisis. I received several emails of thanks and praise for this event. So kudos to Sarah for taking the initiative to honor these people.

We have many other similar events going on in town right now. East Windsor social services/parks and rec have been taking recommendations for people and places deserving of a lawn sign saying East Windsor Strong. These yard signs are to recognize people and businesses throughout town who have gone above and beyond during this pandemic and or work the front lines. I believe they are still taking recommendations on this, you could check their website or facebook.

With the announcements of school not reopening again this year we can only feel horrible for this year's graduating classes who won't enjoy the traditional pomp and circumstance. However, the booster club and others have been figuring out ways to honor and recognize these students with yard signs and other creative means. Congratulations to all the graduating classes, we wish you the best of luck in your future endeavors.

I have said it before but I feel it deserves repeating. I can't express how proud I am of our local businesses stepping up and doing donations to those in need and in helping out our frontline workers as well. At a time when they are struggling they continue to give back to the community. I hope people are using them for take out meals from time to time and even making monetary donations if they are financially able.

As far as meetings go, most have been cancelled so i have very little to report on meeting wise. I did attend the last Zoom Charter Revision meeting and am very impressed with the ideas and cohesiveness of this board. They work well and constructively together and I think we have some great things to look forward to as a result of their collaborations. I also attended lastnights Board of Finance meeting in which the board saw over 80 participants. They heard many comments about the budget, most of which supported or requested a higher Board of Education budget. It was great to see so many people turn out in support of a better East Windsor. I too as a parent and taxpayer believe our teachers are worth their weight in gold. I strongly feel the school budget has been neglected far too long and I just pray it can make a turn towards positive results. Yes, we pay a lot per pupil, and our test scores are low, but we also have a unique demographic of students that you can't make comparisons to any other town in the state. I believe the answer to turning our schools around is by supporting them. In the end this place we call home will be better and could help our taxes in the future. I thank the Board of Finance for listening to all the input and giving the majority who spoke their wish of increasing the BOE budget. I was disappointed

that the Police Dept. IT position was not put in the budget when it was the only new position proposed that the Board of Selectmen had passed.

Happy mothers day to my Mom Joan and my wife Kristina and all the moms in town. Stay home, stay safe and be smart everyone.

BW. 5/7/2020 - Attachment 2

Selectmen's Report – May 7th, 2020

On Monday, April 20th, 2020 the Board of Selectmen held a special meeting revisiting the tax deferment plan that was previously passed at the Board of Selectmen meeting on April 16th, 2020. There was a concern on how the town would reach taxpayers to make them aware that such a plan was being offered. After some discussion, the board unanimously passed a blanket deferment plan to all taxpayers deferring payment for ninety days, except for those that pay their taxes through escrow. I supported this resolution because I believe that those who are experiencing a hardship due to COVID-19, through no fault of their own, may need a little extra time to make their payment. The tax payment is still due, it just extends the deadline.

On Tuesday, April 21st, 2020 I listened in on the Charter Revision Commission's meeting via Zoom. The commission continued deliberation on their task of revising the Charter and discussed Cost of Living and Social Security data and voter participation statistics. This commission is made up of individuals who work well together and I look forward to what ideas they will come up with as they continue this process.

On Sunday, April 26th, 2020 I had the privilege of volunteering for the non-profit, Masks For CT founded by Bob and Amy Stefanowski. This organization in conjunction with Masks For Heroes has been providing thousands of masks to first responders and members of the general public who are in need of masks. I spent my morning preparing four hundred facemasks for distribution for the Mask Drive-Thru Giveaway that took place at the Xfinity Center in Hartford on April 28th, 2020. I'd like to thank the Stefanowski's for their compassion and generosity as they graciously donated one thousand masks to our first responders here in East Windsor. That afternoon I was proud to distribute these masks to the Warehouse Point Fire Department, East Windsor Police Department, East Windsor Ambulance and Broad Brook Fire Department.

After attending a parade in South Windsor honoring grocery store employees who continue to work hard to make sure we all are fed during this pandemic, I thought it would be nice to do something similar here in town. I was glad to organize a thank you parade honoring our front line workers who have continued to work so hard for our community during this pandemic. On April 28th, 2020 at Noon a caravan of about thirty cars departed from the former Walmart parking lot and honored: BigY, Fresh River Healthcare, Touchpoints at Chestnut, East Windsor Police Department, East Windsor Ambulance, Warehouse Point Fire Department, Geissler's, East Windsor Public Schools, Broad Brook Fire Department, Social Services and Public Works. Thank you to all who participated. It surely let these employees and volunteers know just how much their community appreciates their hard work.

On Monday, May 4th, 2020 the Board of Warehouse Point Fire Commissioners met via Zoom. The board unanimously appointed Austin Holden to fill the vacancy on the Commission. I know that Austin will be a great addition to the board and I congratulate him on his new appointment. The District is considering moving to a Statutory District in accordance with the Special Act/CGS Chapter 105. There will be a Public Hearing and a resolution to move to a Statutory District on May 18th, 2020 at 7:00PM and a vote on the Statutory District will take place on May 26th, 2020 at 7:00PM. There is an approved plan by the North Central Health District to allow this vote to take place in person in a drive through fashion.

The department responded to thirty seven calls in the month of April and although all in person training has been suspended temporarily due to COVID-19, online training is being offered to our firefighters through VFIS (Volunteer Firemen's Insurance Service Inc.).

On Wednesday, May 6th, 2020 the Board of Finance held their final Public Hearing before adopting a budget of \$41,288,059 at a mil rate of 34.73, which is an increase of 1.38%. I wanted to thank the many taxpayers who submitted written testimony on what they'd like to see included in the budget for the next fiscal year. I appreciated being included in some of that correspondence. I was glad to see that there were eighty two participants logged into Zoom during the hearing. Thank you to the Board of Finance for their service and professionalism throughout this process. I was disappointed that the IT position for the Police Department that was approved by the Board of Selectmen in the recommendation to the Board of Finance was not reinstated, but nevertheless I do appreciate the Board of Finance's work, as I know this was a difficult task for them.

The Board of Finance also established a 2% non-lapsing account for education. The amount deposited doesn't exceed 2% of the total budgeted appropriation for education for such prior year and it is to be used for educational purposes only authorized by the Board of Education.

East Windsor Parks and Recreation has launched the Hearts for Heroes Initiative and is placing East Windsor Strong signs on lawns of those that should be recognized as East Windsor's Heroes. If you'd like to nominate and recognize a hero, please email dwilliams@eastwindsorct.com or scharette@eastwindsorct.com with the name and address of the person you wish to nominate. I was honored to see one on my lawn when I got home last night, so I thank them for that.

Hope everyone continues to stay safe and healthy and as always, if I can be of assistance or answer any questions, please contact me anytime.

Submitted With Sincerity,

Sarah A. Muska, Selectman