TOWN OF EAST WINDSOR
BOARD OF SELECTMEN
11 RYE STREET
BROAD BROOK, CT 06016
First Selectman’s Office – (860) 623-8122

Jason E. Bowsza - First Selectman  
Marie E. DeSouza - Deputy First Selectman  
Charles Nordell - Selectman  
Alan Baker - Selectman  
Sarah A. Muska - Selectman

REGULAR MEETING AGENDA
THURSDAY, AUGUST 18, 2022 AT 7:00 P.M.

1. TIME AND PLACE OF MEETING
Thursday, August 18, 2022 at 7:00 p.m.
Town Hall – John Daly, Jr. Meeting Room
11 Rye Street, Broad Brook, CT 06016
Join Meeting Via Zoom: 
https://zoom.us/j/3326833563
Meeting ID: 332 683 3563
Passcode: townhall
One tap mobile: 
16465588656, 3323833563# US (New York) 
13126266799, 3323833563# US (Chicago)
Dial by your location: 
+1 646 558 8656 LS (New York) 
+1 312 626 6799 LS (Chicago) 
+1 301 715 8592 LS 
+1 346 248 7799 LS (Houston) 
+1 659 900 9128 LS (San Jose) 
+1 253 215 8782 LS 
Meeting ID: 332 683 3563

2. PLEDGE OF ALLEGIANCE

3. ATTENDANCE

4. APPROVAL OF MEETING MINUTES
A. August 4, 2022 Regular Meeting Minutes

5. PUBLIC PARTICIPATION

6. COMMUNICATION
A. Discuss Police Administration Pay Analysis/Constituent Email from Mr. Manette

7. BOARD AND COMMISSIONS RESIGNATIONS AND APPOINTMENTS
A. Resignations: none

*Any starred items will not be discussed but will remain on the agenda pending receipt of additional information
B. Reappointments: none
C. New Appointments:
   1. Katherine Kneeland (R), Water Pollution Control Authority regular member for a term expiring October 1, 2026

8. UNFINISHED BUSINESS
   * A. Discussion of Windbrook Homes Developers Agreement
   * B. Discuss and Possible Ratification of Contract Term for The Chief of Police and Deputy Chief of Police, as Recommended by The Police Commission (Held, pending additional requested information)

9. NEW BUSINESS
   A. Discuss/Award Sidewalk Bid
   B. Discuss ARPA Survey Results Deeper Dive
   C. Discuss Appointment of Special Counsel Regarding Labor Matter
   D. Discuss and Ratify the Amendment to Melissa LaBelle’s Employment Contract
   E. Tax Refunds

10. SELECTMEN COMMENTS AND REPORTS
    A. Jason Bowsza
    B. Marie DeSousa
    C. Charlie Nordell
    D. Alan Baker
    E. Sarah Muska

11. PUBLIC PARTICIPATION

12. EXECUTIVE SESSION
    Pursuant to C.G.S. Sec. 1-200 (6)(b), strategy and negotiations with respect to pending claims or pending litigation, (3)(e) discussion of any matter which would result in the disclosure of public records, or the information contained therein described in subsection (b) of section 1/210. Action possible.

13. ADJOURNMENT

DISTRIBUTION
Chief Demarco  Melissa LaBelle  Joseph Sauerhoefer
Attorney Kevin Deneen  Jack Manette  Town Clerk
Deputy Chief Hart  Len Norton  Kate Carey-Trull
Katherine Kneeland  Randi Reichle  Journal Inquirer

*Any starred items will not be discussed but will remain on the agenda pending receipt of additional information
From: dogwoodhillfarm@cox.net <dogwoodhillfarm@cox.net>
Sent: Thursday, August 4, 2022 9:18 AM
To: Jason Bowsza <jbowsza@eastwindsorct.com>
Cc: Jack Mannette <dogwoodhillfarm@cox.net>
Subject: August 4, 2022 BOS Meeting
Importance: High

Sorry for the late input but I request this correspondence be added to the August 4th Agenda and discussion to help understand the full impact of these pay raises.

In reviewing the Regular Meeting Agenda for your August 4, 2022
I would like to question Item B under New Business. In analyzing the
Police Commission’s request to approve a $7.50 / hour pay increase
for the Chief & Deputy Chief, the request does not match wages
reported in the Towns 2021(12/20/2020 to 12/31/21) Paylocity statements.
The requests understated their actual hourly rate calculated
by dividing wages paid by the number of hours worked.
Also note that this pay increase will affect their Total Earnings Taken.
If their Wages, Fringe Benefits and Other pay remains the same as 2021,
their respective new Total Earnings Taken would be:
Chief DeMarco = $185,340 and Deputy Chief Hart = $198,308.

The following is a detailed analysis of the Paylocity data with using
the $7.50 / hour raises.

<table>
<thead>
<tr>
<th>Employee</th>
<th>2021 Wages</th>
<th>2022 PC $7.50/hr increase</th>
<th>New Wages</th>
<th>New Hourly Rate</th>
<th>New % Increase</th>
<th>3 Year Increase %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hart</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Regular Wages</td>
<td>$124,026.08</td>
<td>$13,260.00</td>
<td>$138,086.08</td>
<td>$78.10</td>
<td>10.62%</td>
<td>14.08%</td>
</tr>
<tr>
<td>Gross Wages</td>
<td>$160,332.18</td>
<td>$165,932.28</td>
<td>$165,932.28</td>
<td>$79.78</td>
<td>10.38%</td>
<td>10.56%</td>
</tr>
</tbody>
</table>

Per 2021 Paylocity, Hart was paid 1,768 hours for regular wages at an hourly rate of $70.60.
He was also paid 2080 hours for Gross wages at an hourly rate of $72.28. Note: Gross Wages include "Floating Holiday, Personal, Sick, and Vacation hours and Group Term Life and Other" non-Regular Wages.

<table>
<thead>
<tr>
<th>DeMarco</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Wages</td>
<td>$133,581.34</td>
<td>$13,260.00</td>
<td>$146,841.84</td>
<td>$81.22</td>
<td>9.93%</td>
<td>14.99%</td>
</tr>
<tr>
<td>Gross Wages</td>
<td>$165,739.57</td>
<td>$181,339.67</td>
<td>$181,339.67</td>
<td>$87.18</td>
<td>9.41%</td>
<td>11.23%</td>
</tr>
</tbody>
</table>

Per 2021 Paylocity, DeMarco was paid 1808 hours for Regular Wages at an hourly rate of $73.88. He was also paid 2080 hours for Gross Wages at an hourly rate of $79.68. Note: Gross Wages include the following "Floating Holiday, Personal, Sick, and Vacation hours and Group Term Life and Other" non-Regular Wages.
Date: August 11, 2022

To: Jason Bowsza, First Selectman

From: Amy O'Toole

RE: Police Administration Salary Analysis

Both Chief DeMarco and Deputy Chief Hart were paid for a total of 2,080 hours in 2021. The difference between Gross and Regular hours is the paid time off that was taken during the year.

The difference between the hourly rates for Regular Wages and Gross Wages is for the Other Category. This category is used for employees that do not take medical insurance and get paid in lieu payments for not taking insurance and for the Police Chief & Deputy it is also used for vacation pay payouts which they both got paid in 2021. Therefore, it generated a different rate of pay.

The $7.50/hour raise would be on all 2,080 hours that they are scheduled to work for a total of $15,600 each Annually.

Deputy Chiefs hourly rate would go from $70.60 in 2021 to $78.10 in 2022 or 10.62%.

Chiefs hourly rate would go from $73.88 in 2021 to $81.38 in 2022 or 9.85%.
Bid Form

East Windsor Department of Public Works
Sidewalk Replacement
Main Street
Warehouse Point

To: Town of East Windsor, Department of Public Works
6 Woolam Road, East Windsor, CT 06088, Broad Brook, CT 06016

From: Name of Bidder: murillo construction llc

Address of Bidder: 29 stedman st hartford ct 06114

1. The undersigned, having examined the Contract Documents, including the Contract Drawings, Project Description and Instructions to Bidders, and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, material, equipment and appliances, and to perform operations necessary to complete the work as required by said proposed Contract Documents, for the stipulated sum of:

Bidders must fill in “Bid Unit Price” for each bid item. Extend all prices to two decimals.

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<tr>
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<td>SF</td>
<td>$13.00</td>
</tr>
<tr>
<td>2</td>
<td>5&quot; CONCRETE SIDEWALK RAMP</td>
<td>SF</td>
<td>$20.00</td>
</tr>
<tr>
<td>3</td>
<td>8&quot; REINFORCED CONCRETE SIDEWALK</td>
<td>SF</td>
<td>$15.00</td>
</tr>
<tr>
<td>4</td>
<td>BITUMINOUS CONCRETE DRIVEWAY</td>
<td>SY</td>
<td>$42.00</td>
</tr>
<tr>
<td>5</td>
<td>PROCESSED AGGREGATE BASE</td>
<td>CY</td>
<td>$98.00</td>
</tr>
<tr>
<td>6</td>
<td>LOAMING AND SEEDING</td>
<td>SY</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

A. The undersigned understands that there may be changes, omissions, or modification in the work, and that appropriate adjustments will be made to the Contract price in accordance with the Contract Documents. The undersigned understands that the Owner reserves the right to accept or reject any or all bids, and to waive all formalities, any irregularities, and accept the Bid deemed to be in the Owner’s best interest.

B. Bid prices shall not include any sales, excise or other taxes for which the Owner is not liable. Town of East Windsor is the awarding authority. The Bidder agrees to hold the above pricing for sixty (60) days.

C. The Bid security in the sum of: 5% OF TOTAL BID is to become the property of the Town in the event the above forms are not executed within the time set forth above, as
Projects Completed in Various Towns

Attention: Theresa Regan, Town of East Windsor

Previous Projects;

Hartford

Park Terrace Roundabout
- Start Date 11/2/2020 End Date 6/11/21
- Jon King - King Construction email: kingconst@sbcglobal.net
- (860)-849-9103
- 16 Northwood dr. Bloomfield, CT 06002
- $229,000.000

Franklin Avenue and Maple Avenue Streetscape improvements Project-
- Start Date 12/6/21 End 6/24/22
- Chess Jr. Pace - Paramount Construction email: cpace@pconstructionllc.com
- (860)-250-1001
- Franklin Avenue, Hartford CT 06114
- $279,266.50

Hartford City Sidewalks various locations
- Start Date 9/1/20 End 11/3/20
- Daniel Paquette - 7 Summits Construction email: dpaquette@7summitscc.com
- (860)756-5577
- Various streets
- $130,000.00

Firehouse 11 Renovations
- Start Date 12/1/21 End 7/22/22
- Daniel Paquette - 7 Summits Construction email: dpaquette@7summitscc.com
- (860)756-5577
- 150 Sisson Ave. Hartford CT 06105
- $95,000.00
Hi Joseph, no problem answering your questions in regards to Murillo Construction.

- Yes, we schedule work with Tony Murillo direct. He is very responsive and communicates well in regards schedule/changes.
- Murillo’s workmanship has been great. We just completed a large streetscape project in Hartford with them which came out fantastic.
- We have received no complaints regarding Murillos workmanship or professionalism.

Thanks,

Chez C. Pace  
Project Manager / Estimator  
Paramount Construction LLC  
860-233-6333 X 307 OFFICE  
860-436-4810 FAX  
860-250-1001 MOBILE

PARAMOUNT  
CONSTRUCTION, LLC  
UTILITIES - ELECTRIC - Dewatering  
49 HOLLOW TREE LN, NEWINGTON, CT 06111  
Affirmative Action/Equal Opportunity Employer  
SBE / MBE / WBE  
***CONFIDENTIAL***

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From: Joseph Sauерhoefer <jsauerhoefer@eastwichorct.com>  
Sent: Wednesday, August 10, 2022 10:46 AM  
To: Chez Pace <CPace@pconstructionllc.com>  
Subject: References

Good morning Mr. Pace, my name is Joseph Sauерhoefer Deputy Director East Windsor Public Works Murillo Construction listed you as a reference. Would it be possible for you to answer a few questions it would be greatly appreciated.

- Did they keep to a schedule and provide updates if it changed.  
- How was the quality of their work and would you hire them again.  
- Were there any complaints over the course of the job from residence or staff.

Thank you Have a Great Day
good morning,

I have been an inspector on numerous jobs with Murillo over the years. I would strongly recommend them. they did great work here in Meriden and we are actually using them on another project presently. They completed projects on time if not earlier, we had zero complaints on their work and their field crews are professional and a pleasure to work with. If you need to you can call me directly at 203-537-3206.

sincerely, Tom Ross

---

From: Joseph Sauerhoefer <jsauerhoefer@eastwindsoRCT.com>
Sent: Wednesday, August 10, 2022 10:48 AM
To: Thomas Ross <tross@meridenct.gov>
Subject: References

You don't often get email from jsauerhoefer@eastwindsoRCT.com. Learn why this is important

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Mr. Ross, my name is Joseph Sauerhoefer Deputy Director East Windsor Public Works Murillo Construction listed you as a reference. Would it be possible for you to answer a few questions it would be greatly appreciated.

- Did they keep to a schedule and provide updates if it changed.
- How was the quality of their work and would you hire them again.
- Were there any complaints over the course of the job from residence or staff.

Thank you Have a Great Day

Joseph Sauerhoefer
Town of East Windsor
Deputy Director of Public Works
Office (860) 698-1437

Note: The information contained in this email message is confidential and may contain privileged information and material. Any review or use of the information contained in this email message by persons other than the intended recipient(s) is prohibited.
Good morning
Work with a Murillo on a sidewalk project for the City of Hartford, they meet the project bid schedule and work closely daily with 7 Summits on the progress of the project.
The work finish product was fine and have worked with them on two projects since
No complaints

Dan

---

From: Joseph Sauerhoefer <jsauerhoefer@eastwindsorct.com>
Sent: Wednesday, August 10, 2022 10:47 AM
To: Daniel Paquette <dpaquette@7Summitscc.com>
Subject: References

You don't often get email from jsauerhoefer@eastwindsorct.com. Learn why this is important [External]

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Mr. Paquette, my name is Joseph Sauerhoefer Deputy Director East Windsor Public Works Murillo Construction listed you as a reference. Would it be possible for you to answer a few questions it would be greatly appreciated.

- Did they keep to a schedule and provide updates if it changed.
- How was the quality of their work and would you hire them again.
- Were there any complaints over the course of the job from residence or staff.

Thank you Have a Great Day

Joseph Sauerhoefer
Town of East Windsor
Deputy Director of Public Works
Office (860) 698-1437
Hi Joe,

Murillo did a ~$200,000 sidewalk project for us last year. The job went well and the quality was good. As with all projects there were a few challenges, but Murillo was cooperative and worked with the Town to make adjustments and corrections were necessary. No complaints from residents or staff.

We are actually about to sign a new contract with them for another sidewalk project.

Hope this helps,

Tom

---

From: Joseph Sauerhoefer <jsauerhoefer@eastwindsorct.com>
Sent: Wednesday, August 10, 2022 10:49 AM
To: Tom Roy <troy@simsbury-ct.gov>
Subject: References

Good morning Mr. Roy, my name is Joseph Sauerhoefer Deputy Director East Windsor Public Works Murillo Construction listed you as a reference. Would it be possible for you to answer a few questions it would be greatly appreciated.

- Did they keep to a schedule and provide updates if it changed.
- How was the quality of their work and would you hire them again.
- Were there any complaints over the course of the job from residence or staff.

Thank you Have a Great Day

Joseph Sauerhoefer
Town of East Windsor
Deputy Director of Public Works
Office (860) 698-1437
Hi Joseph,

I have worked with Murillo Construction on numerous occasions and have not had an issue with them. My latest project with them was installing a roundabout for the City of Hartford.

In response to your questions, please see my answers in RED

1.) Did they keep to a schedule and provide updates if it changed. They did keep the schedule proposed and kept me informed of any changes or possible delays.

2.) How was the quality of their work and would you hire them again. I found the quality of their work acceptable and I would hire them again.

3.) Were there any complaints over the course of the job from residence or staff. There were no complaints from residences and no complaints from the municipality we were working with.

Please let me know if you have any further questions

Thank you,
Jon King
King Construction, Inc.

Sent from my iPhone

On Aug 10, 2022, at 10:44 AM, Joseph Sauerhoefer <jsauerhoefer@eastwindsorct.com> wrote:

Good morning Mr. King, my name is Joseph Sauerhoefer Deputy Director East Windsor Public Works Murillo Construction listed you as a reference. Would it be possible for you to answer a few questions it would be greatly appreciated.

1. Did they keep to a schedule and provide updates if it changed.
2. How was the quality of their work and would you hire them again.
3. Were there any complaints over the course of the job from residence or staff.

Thank you Have a Great Day

Joseph Sauerhoefer
Town of East Windsor
Deputy Director of Public Works
Office (860) 698-1437
Bid Form

East Windsor Department of Public Works
Sidewalk Replacement
Main Street
Warehouse Point

To: Town of East Windsor, Department of Public Works
6 Woolam Road, East Windsor, CT 06088, Broad Brook, CT 06016

From: Name of Bidder: Eleuthra Associates, LLC
Address of Bidder: 965 Trumbull Hwy, Litchfield CT 06239

1. The undersigned, having examined the Contract Documents, including the Contract Drawings, Project Description and Instructions to Bidders, and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, material, equipment and appliances, and to perform operations necessary to complete the work as required by said proposed Contract Documents, for the stipulated sum of:

Bidders must fill in “Bid Unit Price” for each bid item. Extend all prices to two decimals.

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<td>SF</td>
<td>$13.45</td>
</tr>
<tr>
<td>2</td>
<td>5&quot; CONCRETE SIDEWALK RAMP</td>
<td>SF</td>
<td>$27.00</td>
</tr>
<tr>
<td>3</td>
<td>8&quot; REINFORCED CONCRETE SIDEWALK</td>
<td>SF</td>
<td>$19.00</td>
</tr>
<tr>
<td>4</td>
<td>BITUMINOUS CONCRETE DRIVEWAY</td>
<td>SY</td>
<td>$99.00</td>
</tr>
<tr>
<td>5</td>
<td>PROCESSED AGGREGATE BASE</td>
<td>CY</td>
<td>$144.00</td>
</tr>
<tr>
<td>6</td>
<td>LOAMING AND SEEDING</td>
<td>SY</td>
<td>$22.00</td>
</tr>
</tbody>
</table>

A. The undersigned understands that there may be changes, omissions, or modification in the work, and that appropriate adjustments will be made to the Contract price in accordance with the Contract Documents. The undersigned understands that the Owner reserves the right to accept or reject any or all bids, and to waive all formalities, any irregularities, and accept the Bid deemed to be in the Owner’s best interest.

B. Bid prices shall not include any sales, excise or other taxes for which the Owner is not liable. Town of East Windsor is the awarding authority. The Bidder agrees to hold the above pricing for sixty (60) days.

C. The Bid security in the sum of: 5% OF TOTAL BID is to become the property of the Town in the event the above forms are not executed within the time set forth above, as
STATEMENT OF BIDDER'S QUALIFICATIONS:

The bidder submits the following statement of bidder’s qualifications for consideration by the Owner.

Bidder's Name: Eleuthera Associates, LLC

Bidder's Address: 985 Trumbull Hwy
Lebanon, CT 06249

Telephone Number: (860) 666-3419

The full names of persons and firms interested in the foregoing bid as principals are as follows:

(1) Paul D. Ferreira, Managing Member

Social Security Number or FEIN: 743043237

State Where Organized or Incorporated: Connecticut

Plan of Organization: Limited Liability Company

Years Engaged In Construction in Present Firm Organization: 14 years

Bidder hereby certifies that bidder:

a. Has never refused to sign a contract at the original bid on a contract except as allowed under law.

b. Has never been terminated for cause on a contract.

c. Has had no (criminal or felony) convictions, suspensions, or debarments of the bidder, its officers, or its principals for building code violations, bid rigging, or bribery in the last ten years.

d. Is not and its organization or its principals are not debarred, suspended, declared ineligible, or otherwise excluded by any Federal or State department or agency from doing business with the Federal Government or a State.

e. Has insurance required by the Contract Documents in place or has arranged to obtain it from an insurer authorized to do business in the State of Connecticut.


g. Has sufficient cash flow to perform this service.

h. The Contractor shall have been in business under the present company name for a minimum of five (5) years and shall not have been declared in default on any contract within that time.

(List of similar completed projects:)

Name of Contracted Customer: H.E. Butler Construction Inc.
Name of Contact: Brian Gombotz, P.M.
Project: City of New London Multi-Purpose Trail
Construction of New Elevated Reinforced H.D. 10-12' Wide Concrete Walkway
Contract Amount: $128,000
Telephone No. (860)213-0019
Substantial Completion Date: November 2021
Tom Quintin – New London DPW – email: tquintin@newlondonct.org
Substantial Completion Date: July 2020

Name of Contracted Customer: Mattern Construction Inc.
Name of Contact: Rich Cheney
Project: Eastford Bridge DOT 38-084
Installed and grouted precast bridge beams.
Contract Amount: $165,725.00
Telephone No. (860)428-4860
Completion Date: September 2016

Name of Contracted Customer: Mattern Construction Inc.
Name of Contact: Rich Cheney
Project: Chaplin Bridge DOT 024-089
Installed and grouted precast bridge beams and installed precast box culvert
Contract Amount: $43,920.00
Telephone No. (860)428-4860
Completion Date: July 2017

(Below is a list of larger completed contracts)

Name of Contracted Customer: Sterling Village Condo Assoc.
Name of Contact: Dawn Osipow - President
Project: Paving 2019
Roadway pavement reclamation and repaving and drainage improvements
Contract Amount: $466,000.00
Telephone No. (203)235-4659
Substantial Completion Date: November 2019

Name of Contracted Customer: Milton Beebe & Sons
Name of Contact: Mike Godino
Project: W & T Parking Lots – UCONN Storrs campus
Excavation and installation of concrete curbs and sidewalks.
Contract Amount: $160,000.00
Telephone No. (860)429-4740
Completion Date: August 2019

Name of Contracted Customer: Mattern Construction Co. Inc.
Name of Contact: Rich Cheney
Project: ECSU – Campus Sidewalk & Roadway Improvements
Installation and reconstruction of storm sewer structures, concrete demolition, grading, earth excavation and concrete construction.
Contract Amount: $165,000.00
Telephone No.: (860) 428-4860
Completion Date: May 2019
Completion Date: May 2016

Trade References:

1. F&F Concrete - 110 Main St. Plantsville, CT (860)628-9674
2. Barnes Concrete - 873 Providence Pike, Putnam CT (860)928-7242
3. Construction Materials, Inc.- 41 Norwich-Lebanon Rd., North Franklin, CT (860)425-0691
4. Builders Concrete - 79 Boston Post Rd., North Windham, CT 06256. (860)456-4111
5. Superbor Products -1403 Meriden - Waterbury Rd. Southington, CT 06477. (860)621-3621

Key personal available for this project:

1. Paul Ferreira – Owner & Construction Manager.
   40 years as owner/co-owner and general manager of: Ferreira Construction Corp.,
   PDF Construction Co. Inc., and Eleuthera Associates, LLC
   All companies involved in the road construction industry.

Current work on hand:
Bid Form

East Windsor Department of Public Works
Sidewalk Replacement
Main Street
Warehouse Point

To: Town of East Windsor, Department of Public Works
6 Woolam Road, East Windsor, CT 06088, Broad Brook, CT 06016

From: Name of Bidder: Four Seasons Landscaping, Inc.

Address of Bidder: 836 Palisado Ave, PO Box 245, Windsor, CT 06095-0245

1. The undersigned, having examined the Contract Documents, including the Contract Drawings, Project Description and Instructions to Bidders, and having visited the site and examined the conditions affecting the work, hereby proposes and agrees to furnish all labor, material, equipment and appliances, and to perform operations necessary to complete the work as required by said proposed Contract Documents, for the stipulated sum of:

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<td>SF</td>
<td>$19.50</td>
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<td>3</td>
<td>8&quot; REINFORCED CONCRETE SIDEWALK</td>
<td>SF</td>
<td>$22.00</td>
</tr>
<tr>
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<td>BITUMINOUS CONCRETE DRIVEWAY</td>
<td>SY</td>
<td>$81.00</td>
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</tbody>
</table>

A. The undersigned understands that there may be changes, omissions, or modification in the work, and that appropriate adjustments will be made to the Contract price in accordance with the Contract Documents. The undersigned understands that the Owner reserves the right to accept or reject any or all bids, and to waive all formalities, any irregularities, and accept the Bid deemed to be in the Owner’s best interest.

B. Bid prices shall not include any sales, excise or other taxes for which the Owner is not liable. Town of East Windsor is the awarding authority. The Bidder agrees to hold the above pricing for sixty (60) days.

C. The Bid security in the sum of: 5% OF TOTAL BID is to become the property of the Town in the event the above forms are not executed within the time set forth above, as
August 4, 2022

Town of East Windsor
Len Norton—Department of Public Works
6 Woolam Rd
East Windsor, CT 06088

Re: References Requested

1. Town of Windsor
   Bob Jarvis - jarvis@townofwindsorct.com

2. Town of Manchester
   Mark Czerepuszko, P.E. - markcz@manchesterct.gov

3. Town of Enfield
   J.P. Rodriguez - jrodriguez@enfield.org

4. Town of Cromwell
   Jon Harriman, P.E. - jharriman@cromwellct.com

I hope you find this information helpful.

[Signature]

President

LANDSCAPE CONSTRUCTION AND MANAGEMENT
HYDRO SEEDING - EROSION CONTROL
SNOW AND ICE MANAGEMENT
Joe

1. MountainView was stayed on schedule and was good on updates. Remember, they are using subs to install the rubber track and turf, that was where the schedule needed updates.
2. MtView's works was excellent and the Town would hire them again.
3. There were no complaints during construction however when they were painting the rubber track, the spray drifted and got on some teacher’s cars (2 of them) track subcontractor took care of it.

Bid price of replacing track and field was $1,724,750.00, there was $21,596.00 in extras (fencing, additional track, conduit, irrigation change) for a final cost of $1,746,346.00.

Mark Czerepuszko, P.E.  Chief Construction Inspector
Town of Manchester Engineering Division
494 Main St.  P.O. Box 191  Manchester, CT 06045-0191  (860) 647-5211
www.townofmanchester.org

From: Joseph Sauerhoefer <jsauerhoefer@eastwindsorcit.com>
Sent: Wednesday, August 10, 2022 8:32 AM
To: Mark Czerepuszko <markcz@manchesterct.gov>
Subject: <EXTERNAL>References

Good morning Mr. Czerepuszko, my name is Joseph Sauerhoefer Deputy Director East Windsor Public Works Four Seasons Landscaping listed you as a reference. Would it be possible for you to answer a few questions it would be greatly appreciated.

- Did they keep to a schedule and provide updates if it changed.
- How was the quality of their work and would you hire them again.
- Were there any complaints over the course of the job from residence or staff.

Thank you Have a Great Day

Joseph Sauerhoefer
Town of East Windsor
Deputy Director of Public Works
Office (860) 698-1437
Hello Joseph,

In regards to Four Season Landscaping, they were the contractor selected for our Cromwell Landing Park improvement project here on the CT River.

Four Seasons provided a schedule, but due to COVID there were delays in getting some materials (there was a lumber shortage at the time and this project has a deck overlooking the river). They gave us updates the best they could under the circumstances.

The quality of the work was quite good. Our consulting engineer slipped up and approved the wrong material on the walking paths, which had to be reworked. Not the contractor’s fault.

I don’t recall receiving any complaints, and there is a resident across the street from the park that complains about anything and everything.

Hope that helps.

Jon Harriman, P.E.
Town Engineer
Town of Cromwell, CT
ph: 860 632-3465
fx: 860 632-3477

Good morning Mr. Harriman, my name is Joseph Sauerhoefer Deputy Director East Windsor Public Works Four Seasons Landscaping listed you as a reference. Would it be possible for you to answer a few questions it would be greatly appreciated.

- Did they keep to a schedule and provide updates if it changed.
- How was the quality of their work and would you hire them again.
- Were there any complaints over the course of the job from resident or staff.

Thank you Have a Great Day

Joseph Sauerhoefer
Town of East Windsor
Deputy Director of Public Works
Office (860) 698-1437
Joseph Sauerhoefer

From: Rodriguez, Juan <jrodriguez@enfield.org>
Sent: Wednesday, August 10, 2022 9:28 AM
To: Joseph Sauerhoefer
Subject: RE: References

Good morning Joseph,

Four Seasons Landscaping is currently under contract with the Town of Enfield to build a 22U softball field for over $800K, they have done a very good job, they have kept the schedule, and there have been no complaints, therefore they can be recommended.

I think you will find them to be a very good company to hire for bigger jobs.

Best regards,

J.P. Rodriguez
Town of Enfield
DPW, Engineering Office
Road Engineer
860-763-7095
jrodriguez@enfield.org

From: Joseph Sauerhoefer <jsauerhoefer@eastwindsorct.com>
Sent: Wednesday, August 10, 2022 8:34 AM
To: Rodriguez, Juan <jrodriguez@enfield.org>
Subject: References

Good morning Mr. Rodriguez, my name is Joseph Sauerhoefer Deputy Director East Windsor Public Works Four Seasons Landscaping listed you as a reference. Would it be possible for you to answer a few questions it would be greatly appreciated.

- Did they keep to a schedule and provide updates if it changed.
- How was the quality of their work and would you hire them again.
- Were there any complaints over the course of the job from residence or staff.

Thank you Have a Great Day

Joseph Sauerhoefer
Town of East Windsor
Deputy Director of Public Works
Office (860) 698-1437
Good Morning Joe,

I assume you’re talking about the recent Sage Park Athletic Field Reconstruction project that Four Seasons completed.

Please see responses in red below:

Robert A. Jarvis, P.E.
Director of Public Works / Town Engineer
Town of Windsor
275 Broad Street, Windsor, Connecticut 06095
Phone (860) 285-1857 (DPW) / (860) 285-1804 (Eng.)
Email: jarvis@townofwindsorct.com

From: Joseph Sauerhoefer [mailto:jsauerhoefer@eastwindorct.com]
Sent: Wednesday, August 10, 2022 8:30 AM
To: Jarvis, Bob <jarvis@townofwindsorct.com>
Subject: References

[ EXTERNAL E-MAIL ]

Good morning Mr. Jarvis, my name is Joseph Sauerhoefer Deputy Director East Windsor Public Works Four Seasons Landscaping listed you as a reference. Would it be possible for you to answer a few questions it would be greatly appreciated.

- Did they keep to a schedule and provide updates if it changed. They did. Schedule delays occurred, due to several factors (weather, material availability, etc.). But, Four Seasons kept us updated during those delays.
- How was the quality of their work and would you hire them again. The quality was very good and we would hire them again. FVI – they have performed several projects within the Town. They are currently our on-call sidewalk repair/reconstruction Contractor.
- Were there any complaints over the course of the job from residence or staff. No.

Thank you Have a Great Day

Joseph Sauerhoefer
Town of East Windsor
Deputy Director of Public Works
Office (860) 698-1437
<table>
<thead>
<tr>
<th>Company Name</th>
<th>Item 1</th>
<th>Item 2</th>
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</tr>
</tbody>
</table>
O'MALLEY, DENENE, LEARY, MESSINA & OSWECKI
ATTORNEYS AT LAW

MICHAEL P. DENEEN
KEVIN M. DENEEN
TIMOTHY J. FITZGERALD
DAVID A. BARAM
MARTHA D. McKEN
MARY C. DENEEN
RACHEL L. GRIFFIN*

WILLIAM C. LEARY, OF COUNSEL.
*Also admitted in Massachusetts

20 MAPLE AVENUE
P.O. BOX 504
WINDSOR, CONNECTICUT 06095

DONALD J. DENEEN (RET)
TELEPHONE (860) 688-8505
FAX (860) 688-4183

THOMAS L. O'MALLEY
(1926-2017)

ANDREW G. MESSINA, JR.
(1940-2009)

VINCENT W. OSWECKI, JR. (RET.)

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

Re: Appointment of Special Counsel

VIA ELECTRONIC MAIL ONLY (jbowsza@eastwindsorct.com)

Dear First Selectman Bowsza,

It was a pleasure speaking with you.

Under Connecticut practice rules, we are required to have an engagement letter in order to undertake legal representation of a client. I understand that pursuant to Section 6-6(B)(5) of the East Windsor Charter, the Board of Selectman wish to engage this firm (“Firm”) as Special Counsel for the Town of East Windsor (“Town”). Our representation will be limited in scope, to provide the Board of Selectman advice, counsel, and guidance regarding the interplay of the Town Charter and the Connecticut General Counsel particularly with regard to proposed salary increases for the Chief of Police and the Deputy Chief of Police.

1. **Fee Based on Time.** The Board of Selectmen and the Town understand that the legal fees for a case involving this type of matter and potential civil litigation are determined by the amount of time expended on the file, including telephone and personal conferences with attorneys and others involved in the case; correspondence; court and deposition appearances, including travel time; drafting of pleadings, motions, and other legal documents; legal research; and general investigation. The Board of Selectmen hereby authorize the Firm and its attorneys and staff to take all necessary legal or investigatory steps in connection with the case, and to incur all necessary costs on the Town’s behalf.

2. **Hourly Rates and Out-of-Pocket Expenses.** Town agrees to pay O’Malley, Deneen, Leary, Messina & Oswecki for their professional services performed by attorneys at their normal rate of $300.00 per hour for any and all work on this file. The Town further agrees to reimburse the Firm for any and all reasonable costs which are incurred on its behalf, including but not limited to, court fees, state marshal’s fees, deposition fees, town clerk fees,
copying fees, computer-based legal research access charges, courier and certified mail fees, etc. The First Selectman will be consulted before any extraordinary or unusual expense is incurred.

3. **Monthly Statement.** The Town understands all work on the file will be itemized on a monthly billing statement, and Town agrees to pay any balance due upon receipt. Town agrees that a finance charge of one (1%) percent per month on any balance 30 days past due shall be added to the account balance. Town further understands that failure to pay the bill may cause the Firm to cease representation and withdraw any appearance as Town’s representative, after notice to the Town.

4. **Firm's Responsibilities.** O'Malley, Deneen, Leary, Messina & Oswecki agrees to provide conscientious, competent, and diligent services and will seek to provide accurate, timely advice and to assist in achieving solutions which are just and reasonable for the Town. However, because of the uncertainty of legal proceedings, the degree of judicial discretion involved in resolving disputed factual issues, and many other factors, attorneys cannot and do not warrant, predict, or guarantee results of the final outcome of any case.

We will explain the facts and the laws pertinent to the situation, the available courses of action, and their relative benefits and risks. We will notify you promptly of any developments in your matter and provide you copies of all pertinent papers prepared or received.

5. **Discharge.** Town has the right to cancel this employment or agreement at any time by notice in writing, however, Town agrees to pay any balance due. Town also understands that the Firm has the right to withdraw its representation of Town in this matter if Town or its representatives, employees, agents fail to cooperate with the Firm, and/or if Town fails to pay the fees and expenses due in a timely manner.

6. **Other Legal Services.** We may make additional agreements for legal services not covered by this Agreement. Without such an agreement, the law firm is not required to provide legal services for any other matter or case; appeal any decisions of the trial court; or bring any post-judgment motions to enforce orders of the trial court.

7. **File Retention and Copy Policy.** It is the Firm’s policy to routinely copy clients on all significant correspondence, pleadings or other documents relating to its representation of the client. Following the conclusion of our representation, the Firm generally retains files for at least six (6) years. After the expiration of six (6) years, the Firm may choose to destroy old files as it sees fit. You agree that, in the event you request that I provide you with a copy with all or portions of your file, you will promptly reimburse the Firm for all reasonable photocopying charges incurred to duplicate your file.
If the above terms are acceptable to you, please sign and electronically return a copy of this engagement letter.

Thank you, and I look forward to working with you and the Board of Selectmen.

Very truly yours,

[Signature]

Kevin M. Deneen
O’Malley, Deneen, Leary, Messina & Oswecki

Agreed and accepted this ___ day of August, 2022

Town of East Windsor
By: Jason Bowsza, First Selectman
Duly authorized

cc: Josh Hawks-Ladč, Esq. (jhawks-ladds@pullcom.com)
Background of Kevin M. Deneen

Attorney Kevin Deneen has been practicing in the area of public sector and municipal law for thirty-five years and concentrates in the areas of municipal, labor and employment law, and tax assessment and lien litigation and other civil litigation. He graduated with Honors from the University of Connecticut School of Law in 1987. Attorney Deneen currently serves as the lead Town Attorney for the Towns of Windsor and Mansfield, and presently represents the towns of Windsor and Windsor Locks in all their labor and employment matters. He also represents the Cromwell Fire District and the Blue Hills (Bloomfield) Fire District in all of their legal matters. He served as Town Attorney for the Town of Enfield from 2008 through 2018. He has represented the Town of East Hartford as an Assistant Corporation Counsel. Attorney Deneen has extensive experience in charter and statutory analysis, general contract issues and land use matters. Attorney Deneen has guided numerous municipalities through charter revision proceedings. He has represented both private sector and public sector clients before the Connecticut Commission on Human Rights and Opportunities and many other state boards and commissions. Attorney Deneen has also led seminars and classes, including ethics training for police officers, as a component of the Town of Enfield Police Department accreditation process. He also has led seminars and training regarding the Freedom of Information Act for board and commission members in various towns. Attorney Deneen currently serves on the Board of Directors of the Connecticut Association of Municipal Attorneys and was elected President of the Board this year. He is also a member of the Municipal Law and Governmental Services Committee of the Connecticut Bar Association.
EMPLOYMENT AGREEMENT

THIS AGREEMENT, effective the 15th day of October, 1st day of July, 20192022, by and between the TOWN OF EAST WINDSOR (hereinafter referred to as “Employer”), and Melissa V. LaBelle (hereinafter referred to as “Employee”).

WHEREAS, Employer desires to continue to employ Employee and Employee desires to continue to be employed by Employer in the First Selectman’s Office as the Executive Assistant/Human Resources Specialist to the First Selectman; and

WHEREAS, Employer and Employee desire to be governed by the terms and conditions of this Agreement in their employment relationship;

NOW THEREFORE, in consideration of these premises and the covenants, promises and agreements hereinafter contained, Employer and Employee hereby agree as follows:

1. Employment. This is an exempt position with the Town of East Windsor. The Employee's employment is at-will and is subject to termination by either party with or without notice in accordance with the notice provisions of Paragraph 3 of this agreement.

2. Duties and Responsibilities of Employee. Employee will report to the First Selectman. Specific description and objectives; functions and other principle duties are as stated in the job description attached hereto as Attachment A. Employee shall work 35 hours per week and take an unpaid one hour for lunch each day.

3. Term and Termination. The term of this Agreement will be for three years from the date shown above, and unless either party cancels, will be automatically renewed from year to year thereafter. Either party may cancel this Agreement upon thirty (30) days written notice to the other party. Notice to the Employer will be to the First Selectman at 11 Rye Street, Broad Brook, Connecticut 06016 and notice to the Employee will be to her/his home address or by hand delivery.

4. Compensation. Annual compensation for the services rendered by Employee pursuant to this Agreement will be sixty-eight thousand dollars ($68,000). As this is an exempt position, the Employee may work a flexible 35-hour work week schedule if attendance at night meetings or job-related courses are required. The work schedule must be approved by the First Selectman and actual time worked must be recorded on Employee's timecard. There will be no overtime compensation paid for hours worked beyond the 35 hours specified in this Agreement. Annual increases will be solely at the discretion of the Board of Selectmen, with due consideration given to the Town’s economic health, the Employee's performance and the increase, if any, in the cost of living.
5. **Performance Reviews.** Performance reviews will be conducted annually during the month of August. A written Performance Evaluation will be prepared by the Employee and discussed with the First Selectman prior to September 1 of each year of employment.

6. **Extent of Services.** Employee will devote working time, attention, and energies to the business of the Employer, and will not, during the period of Employee’s employment by the Employer, engage in any other business or activity which would materially interfere or conflict with her responsibilities as set forth in this Agreement.

7. **Paid Time Off.**

   A. **Vacation Days:**
      On July 1, 2020, the Town shall credit the Employee with ten (10) days of vacation which will be available for immediate use (prorated in the first year to reflect months left in the Fiscal Year hired). It is the policy of the Town that vacation time shall be taken during the year it is accrued. Vacation credit may be carried forward from one year to the next subject to a maximum of 10 days. Vacation may be taken upon notification to and approval of the First Selectman. Vacation time will be as follows:

      - 1-5 years of service  10 days
      - 6-10 years of service  15 days
      - 11-15 years of service  20 days

      Upon completion of the twentieth year, each employee shall earn an additional 1 day per year to a maximum of 25 days per year.

      Vacation will be taken in increments of one (1) hour or more.

      Accumulated vacation pay shall be granted to an Employee in the event of termination or resignation.

      The vacation benefit will begin in the first year of employment

   B. **Sick Days:**
      The Employee will accrue 1-1/4 sick days per month for a total of 15 days per year. Sick days may be accumulated up to a maximum of one hundred and twenty (120) working days. Upon retirement after ten years of service, Employee shall receive payment at her currently salary for one quarter (1/4) or 25% of all unused sick days up to a maximum of thirty (30) days. A medical certificate acceptable to the Employer may be required after three (3) consecutive business days of absence as a condition of authorizing sick leave.
C. **Personal Days:**
The Employee shall be credited with five (5) personal days upon the date of hire which may be utilized in the first year of employment. Thereafter, on the Employee's anniversary date of hire, the Employee shall be credited with five (5) personal days which may be used in the ensuing year. Personal time will be taken in increments of one (1) hour or more with approval of the First Selectman. Personal leave does not accrue from one year to the next.

D. **Bereavement:**
Employee will be entitled to paid bereavement leave of up to three (3) days for immediate family. “Immediate family” is defined as including mother, father, step-mother, step-father, grandparents, sister, brother, spouse or child of an employee, or mother-in-law, father-in-law, brother-in-law, sister-in-law, grandchild, son-in-law, or daughter-in-law.

Employee will be entitled to not more than two (2) days of paid bereavement leave to attend the funeral or memorial service of the Employee’s aunt, uncle, or other member of Employee’s household.

E. **Annual Paid Holidays:**

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
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<tbody>
<tr>
<td>New Year's Day</td>
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<tr>
<td>Martin Luther King Day</td>
<td>Columbus Day</td>
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<td>President’s Day</td>
<td>Veterans Day</td>
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<tr>
<td>Good Friday</td>
<td>Thanksgiving Day</td>
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<tr>
<td>Memorial Day</td>
<td>Day after Thanksgiving</td>
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<td>Independence Day</td>
<td>Christmas Day</td>
</tr>
<tr>
<td>Floating Holiday (1)</td>
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</tbody>
</table>

To the extent applicable, holidays shall be observed as indicated in the C.G.S. When a holiday falls on a Saturday or Sunday, it will be observed on either the Friday before or the Monday after the holiday, as determined by the Town. The Town shall post a list of the dates on which the holidays will be observed for the coming fiscal year on July 1st of each year.

F. **Compensatory Time:**
The Employee will be granted compensatory time for hours worked over 35 hours in a work week.

8. **Insurance and other benefits.** All benefit summaries are attached hereto as Attachment B.

A. **Life Insurance.** The Town agrees to purchase and to pay the required premium payments on group term life insurance policies for life insurance coverage equal to one (1.0) times the annual base salary of the Employee, with the beneficiary named by the Employee.
B. **Medical Plan.** The Town agrees to provide a comprehensive medical insurance plan providing hospitalization and surgical coverages currently provided the State of Connecticut Partnership 2.0 or any successor plan for the Employee and her spouse according to the rate schedule. Town agrees to pay 88% and the Employee agrees to pay 12% of the required premiums. Employee may elect to waive the medical care insurance coverage. Employee must notify employer of their intent to waive enrollment in the Medical Insurance plan in writing no later than June 1 of each year. If medical insurance is waived, a payment of $5,000 will be paid to Employee, $2,500 in the first pay date of December and $2,500 in the first pay date of June. This benefit is available for the Fiscal Year following the date the Employee's benefits are initially effective.

C. **Dental Plan.** The Town agrees to provide a comprehensive Dental Plan currently provided by the State of Connecticut's Dental Plan 2. The Town will pay 88% and the covered Employee will pay 12% of the premium cost of the Dental Plan or equivalent for Employee and her dependents.

D. **Vision Plan.** The Town agrees to provide a Vision Plan currently provided by the State of Connecticut's Vision Plan. The Town will pay 88% and the covered Employee will pay 12% of the premium cost of the Vision Plan or equivalent for Employee and her dependents.

E. **Pension Plan.** Employee is a Participant in Town of East Windsor Pension Plan – Unaffiliated Employees.

F. **Tuition Reimbursement.** Employee is entitled to tuition reimbursement for completed job related courses with a grade of B or higher. Reimbursement is limited to a maximum of $1,000 reimbursement per semester. Course(s) eligible for reimbursement must receive prior approval by the First Selectman.

G. **Education Bonus.** If Employee obtains a job-related master's degree, or certification during the course of employment, they shall receive a one-time bonus of $400.00. Said bonus shall not be considered a part of the employee's regular rate of pay.

H. **Employee Assistance Program.** The Town Employee Assistance Program is available at no cost to all employees to assist employees and their families. The Program offers productivity solutions, wellness resources, work/life benefits, training and personal development and more.

9. **No Reduction in Benefits.** The Town shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of Employee, except to the degree of such a reduction in fringe benefits and working conditions occurs across-the-board for all employees of the Town.
10. **Governing Law: Successors and Assigns.** This Agreement will be construed and enforced according to the laws of the State of Connecticut.

11. **Entire Agreement.** Employee acknowledges receipt of an executed copy of this Agreement and agrees that with respect to the subject matter herein contained, including any attachments, this document constitutes the entire Agreement between them, superseding any prior oral or written communication, representations, undertakings or agreements, and will not be amended, modified or changed, except in writing duly executed by Employee and the First Selectman.

12. **Resolution of Disputes.** Any differences, claims, or matters in dispute arising between the Town and Employee shall be submitted by Employee to the First Selectman for resolution. If the Employee is dissatisfied with the resolution, within 10 business days of receipt of the First Selectman’s decision, she may appeal that decision, in writing, to the Board of Selectmen. The Decision of the Board of Selectmen shall be final.

TOWN OF EAST WINDSOR,
Employer

By: ___________________________ Date:__________

Jason E. Bowsza
First Selectman

Employee

By: ___________________________ Date:__________

Melissa V. LaBelle
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Total refunds $6,489.81

= Tax Collector