

**TOWN OF EAST WINDSOR
BOARD OF SELECTMEN**

REGULAR MEETING

Thursday, July 6, 2017

7:00 p.m.

Town Hall Meeting Room
11 Rye Street, Broad Brook, CT. 06016

Meeting Minutes

****** Draft Document subject to Board Review/Approval ******

Board of Selectmen:

Robert Maynard, First Selectman
Richard P. Pippin, Jr., Deputy First Selectman
Jason Bowsza, Selectman
Dale Nelson, Selectman
Steve Dearborn, Selectman

ATTENDANCE: Board of Selectmen: Robert Maynard, First Selectman; Richard P. Pippin, Jr., Deputy First Selectman; Jason Bowsza; Dale Nelson; Steve Dearborn.

GUESTS: .

TIME AND PLACE OF REGULAR MEETING:

First Seletman Maynard called the Meeting to Order at 7:07 p.m. in the Town Hall Meeting Room, 11 Rye Street, Broad Brook, CT.

PLEDGE OF ALLEGIANCE:

Everyone present stood for the Pledge of Allegiance.

AGENDA APPROVAL:

MOTION: To AMEND the Agenda for the Board of Selectmen's Meeting dated July 6th, 2017, as follows: ADD Item 11(f) Discussion of State Budget under NEW BUSINESS.

Nelson moved/Bowsza seconded/

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DISCUSSION: Selectman Nelson noted the following items should be added to the next Selectmen's Meeting: 1) Fire Marshal's Monthly Report; 2) Discussion/Status Update on Contracts for Electricity, Gas, and Oil; 3) Update on First Selectmen's Initiatives. Selectman Bowsza requested the following addition to this agenda: Discussion of the State Budget under NEW BUSINESS.

VOTE: In Favor: Unanimous (Maynard/Pippin/Bowsza/Dearborn/Nelson)

ATTENDANCE:

See attendance noted at the beginning of the Meeting.

PARLIMENTARY PROCEDURES:

The process for parliamentary procedures has been discussed at previous Meetings.

APPROVAL OF MINUTES/Tuesday, June 20, 2017 Regular Meeting Minutes:

MOTION: To APPROVE the Minutes of the Board of Selectmen's Regular Meeting dated June 20, 2017 as amended:
Under the listing of the members of the Board of Selectmen and under ATTENDANCE Richard P. Pippin, II should be corrected to Richard P. Pippin, *Jr.*

Pippin moved/ Nelson seconded/DISCUSSION: None

VOTE: In Favor: Unanimous (Maynard/Pippin/Bowsza/Dearborn/Nelson)

COMMUNICATIONS:

Communications were shared during applicable Agenda items.

PUBLIC PARTICIPATION:

Lou Reale, 414 Canyon Ridge Drive: Mr. Reale reported he has lived at the Mansions for 3 years; before that he lived on Broad Brook Road near the Enfield line. While living there he became familiar with the problems associated with the intersection at Kreyszig Road. Mr. Reale is present tonight to discuss the intersection at Route 140 and Yosky Road, which is a similar situation. He reported he's called the Selectmen's Office regarding the snow at the intersection and received quick action on that as the people did cut the snow back at the intersection. Mr. Reale reported he has worked at the Enfield DPW and is aware of sightline and safety issues. His present concerns regarding this intersection are the accumulation of signage obstructing the sightline, and the trees and shrubs bordering the homeowners' property near the corner need to be trimmed. Mr. Reale acknowledged Route 140 may be a State Road.

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Mr. Reale also advised the Board on April 18th he and his wife witnessed the plane crash at Skylark Airport and called the Police. Mr. Reale reported the Police and the Fire Departments responded in minutes; he commended both agencies for their responsiveness.

Regarding the signage on Route 140 obstructing the sightline, it was considered that the signs may be being placed within the State right-of-way. Selectman Bowsza suggested the signage is a Zoning Enforcement issue; the Selectmen will be acting on filling that position soon. Deputy Selectman Pippin suggested the Police should be advised; they may be able to take them down, or perhaps the Town Planner can intervene in the absence of the Zoning Enforcement Officer. Selectman Bowsza suggested passing the information regarding the overgrown shrubbery and trees to the Town's Tree Warden.

Barbara Sherman, 12 Allen Drive, Broad Brook: Mrs. Sherman reported the results of the recent e coli testing has indicated the level of bacteria at the Filter Beds is now at the "blue" level, therefore, the Rubber Duck Race (which benefits the BMX Skateboard Park) and the Cardboard Boat Race (which benefits the 5 Corner Cupboard) will be held this Sunday, July 9th.

Also, the Connecticut River Conservancy will be doing a Source to Sea event July 5th to July 31st which begins in New Hampshire and ends at the sea. Various agencies and towns will be hosting local events along the way. The American Heritage River Commission will be hosting a Paddle and Picnic on Friday, July 28th at 6:00 p.m. The paddle will start at King's Island, off of the Enfield Connecticut River coastline, and end at Volunteer Park in East Windsor. Mrs. Sherman welcomed everyone to participate.

Scott Morgan, 106 South Main Street: Mr. Morgan reported he's sorry to see Paulette Broder resign from the Board of Finance; he wishes the Broder's luck in their new venture. Mr. Morgan also reported he knows Sarah (Muska) well; he feels she'll be a good fit on the Board.

Paul Anderson, 89 Main Street, Broad Brook: Mr. Anderson reported he's glad to see the Tax Department enforcing a zero tolerance situation during the payment of taxes – "yeah, team!"

Mr. Anderson also reported tomorrow, at 8:00 a.m., there will be a meeting of the Pension and Retirement Board, which was established under Ordinance 70-1. If you go to the Town Website under Boards and Commissions, Kim Lord is still listed under the Pension and Retirement Board. The Town Calendar lists a Special Meeting for the Pension Commission, Agenda and Minutes list it as the Pension Board - his point being that there are various reiterations of the Pension Commission listed on Town information. Mr. Anderson referenced the charter, noting that commissions, committees, and boards all have different authorities. He suggested the same situation is occurring for the Permanent Building Committee. Mr. Anderson wants the Selectman's Office to straighten out this misidentification.

Glenn Reichle: Mr. Reichle suggested he thinks it's great that Paulette is resigning; Sarah is great and will be doing a great job; he's here to support her. AND, Mr. Reichle is giving the

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Board his verbal intention to continue his lease for the next year. In response to First Selectman Maynard's question Mr. Reichle agreed to continue the gleaning this year.

Sarah Muska, 25 Maple Street: Ms. Muska thanked her party for recommending her as an alternate for the Board of Finance; she appreciates their confidence. Ms. Muska indicated she's looking forward to being involved; it will be an honor to serve her town. Selectman Bowsza congratulated Ms. Muska, noting it's great to have someone of his age joining a board.

**BOARD AND COMMISSIONS RESIGNATIONS AND APPOINTMENTS/A.
Resignations/1. Board of Finance, Paulette Broder (R) :**

MOTION: To ACCEPT, with regrets, the resignation of Paulette Broder from the Board of Finance.

Pippin moved/Bowsza seconded/*DISCUSSION:* Deputy First Selectman Pippin noted Mrs. Broder's years of service on the Board of Finance, and wished her and her husband good luck in their move to Florida.

VOTE: In Favor: Unanimous (Maynard/Pippin/Bowsza/Dearborn/Nelson)

**BOARD AND COMMISSIONS RESIGNATIONS AND APPOINTMENTS/A.
Resignations/2. Inland Wetlands Watercourses Agency, Dave Menard (D):**

MOTION: To ACCEPT, with regrets, the resignation of David Menard from the Inland Wetlands and Watercourse Commission.

Pippin moved/Bowsza seconded/*DISCUSSION:* Deputy Selectman Pippin noted Mr. Menard's years of service on the Inland Wetlands and Watercourse Commission.

VOTE: In Favor: Unanimous (Maynard/Pippin/Bowsza/Dearborn/Nelson)

**BOARD AND COMMISSIONS RESIGNATIONS AND APPOINTMENTS/C. New
Appointments/1. BMX Skate Park Committee, Lori Gabriel (R), regular member for a
term expiring 12/20/2018:**

MOTION: To APPOINT Lori Gabriel as a regular member of the BMX Skate Park Committee for a term expiring 12/20/2018.

Pippin moved/Nelson seconded/*DISCUSSION:* None.

VOTE:In Favor: Unanimous (Maynard/Pippin/Bowsza/Dearborn/Nelson)

**BOARD AND COMMISSIONS RESIGNATIONS AND APPOINTMENTS/C. New
Appointments/2. BMX Skate Park Committee, Brenda Crockett (U), regular member for a
term expiring 12/20/2018:**

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MOTION: To APPOINT Brenda Crockett as a regular member of the BMX Skate Park Committee for a term expiring 12/20/2018.

Pippin moved/Nelson seconded/*DISCUSSION:* None.

VOTE:In Favor: Unanimous (Maynard/Pippin/Bowsza/Dearborn/Nelson)

BOARD AND COMMISSIONS RESIGNATIONS AND APPOINTMENTS/C. New Appointments/3. Board of Finance, Sarah Muska (R), alternate member, for a term expiring 11/21/2017:

MOTION: To APPOINT Sarah Muska as an alternate member of the Board of Finance for a term expiring 11/21/2017.

Pippin moved/Bowsza seconded/*DISCUSSION:* None.

VOTE:In Favor: Unanimous (Maynard/Pippin/Bowsza/Dearborn/Nelson)

UNFINISHED BUSINESS/A. Broad Brook Mill Site Remediation;

First Selectman Maynard provided the Board with an e-mail from Maurice Hammel, of the DEEP (*See Attachment A*) The e-mail is a summarization of the history of the contamination at the mill and addresses several questions raised by the Board during previous meetings. The e-mail is in lieu of an appearance before this Board.

Selectman Bowsza suggested this response is troubling to him as it references a plan approved in 2010 yet no one has come in to discuss what that plan is. The Selectmen haven't been presented an update from any authorized source – Maurice Hamel, UTAS, AECOM, or DEEP – so the Town can make an informed decision. He would like an opportunity for the voters to be updated as well.

First Selectman Maynard reported that when he, Town Planner Laurie Whitten, and Keith Yagaloff met with Maurice Hamel and others AECOM was part of that discussion. First Selectmen Maynard reiterated that one of the things holding up action moving forward on this remediation is that the Town hasn't made a decision as to what we want done. He reiterated there are several options, including: demolition of the building and capping the site; demolition of the building, capping the site and having a plan for future use so they can take that use into consideration when doing remediation; making a decision regarding ownership, either by the Town or another party. First Selectman Maynard suggested the Board could make that decision tonight. Deputy First Selectman Pippin recalled that 15 years ago the taxpayers voted against taking ownership at a Town Meeting; that decision stands until the Town Meeting is rescinded. First Selectman Maynard suggested that decision was made several years ago. Selectman Dearborn noted we all agreed to tear down the building and sell the land. He felt the Town shouldn't take the land; it won't collect a dime on it. Selectman Dearborn felt that to do it right isn't to cap it. Discussion continued regarding further action. Selectman Dearborn suggested

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suings UTAS. First Selectman Maynard suggested if any of the Selectmen wanted to meet with Maurice Hamel in his office that could be arranged.

UNFINISHED BUSINESS/B. East Windsor's 250th Anniversary Commission Report:

Paul Anderson presented a report for Rebecca Talamini, Chairman of the 250th Anniversary Committee.

- Mr. Anderson reported the resident and business fundraising letters went out last week; donations are coming in.
- Mr. Anderson reported the East Windsor Book – “Images of East Windsor - will be ready for sale in August. The book will be available for sale at the following events
 - * September 7th: Book signing at the Book Club Book Shop in South Windsor
 - * August 12th: The Historical Society will be holding its Ice Cream Social from 1:00 to 3:00 p.m.; the Osborn House, which has undergone significant restoration, will be honored with a grand opening.

Mr. Anderson suggested the book, and anniversary merchandise, will be available for sale at the Broad Brook Library, the Warehouse Point Library, and the Town Hall.

Selectman Bowsza raised discussion why other commissions don't appear to give a report? He requested the Agricultural Commission appear in the future to discuss an interesting proposal for a tax abatement for farm structures.

UNFINISHED BUSINESS/C. Discussion of Casino:

First Selectman Maynard reported Governor Malloy has signed the bill siting the casino in East Windsor; the Bureau of Indian Affairs must also take action, and then the Tribes will appear before the local Land Use Commissions for local approval. Discussion continued regarding the local application processes.

UNFINISHED BUSINESS/D. South Road Long Term:

First Selectman Maynard presented the Selectmen with a Settlement Agreement provided by the Town Attorney regarding the filling of the hole on the property on which the oil spill occurred. The agreement would be between the property owner, the Town's insurance carrier's subrogate, and the Town. First Selectman Maynard suggested if the signing of the agreement is delayed the Town can't fill in the hole; the Board may need to call a Special Meeting.

Selectman Bowsza also referenced an e-mail from Town Attorney Josh Hawkes-Ladd (*See Attachment B*) which offers a legal opinion which summarizes the background of ownership of the parcel, and the path to disposal of the parcel. The e-mail offers the following options: Sale of the individual homes would require approval of a subdivision to create separate lots. Subdivision would likely require the granting of a variance regarding lot size as presumably the existing lot configurations wouldn't meet current zoning regulations. Another option would be to sell the entire parcel; the recommendation is to sell the entire parcel to a non-profit entity, who

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would manage the property under Ground Leases. It was also noted that a covenant of the original Master Ground Lease was that sale of the homes must be transacted with individuals of low to moderate income. Sale of the property is subject to approval/consent of the State Department of Housing. If the homes were sold to anyone other than a non-profit entity it triggers a right of first refusal for each tenant whereby the tenant can purchase the dwelling for fair market value. An additional concern is the ownership of the road; would the Town to accept the road as a Town road, or would it remain in private ownership? First Selectman Maynard questioned if the property could be managed as a condominium complex; it was noted that option hadn't been addressed in the Town Attorney's e-mail.

Discussion returned to review of the Settlement Agreement regarding the cost of remediation. First Selectman Maynard questioned if the Board could authorize him to sign the Settlement Agreement upon approval of the Town Attorney, who has indicated he's seen the document. First Selectman Maynard cited concern for the continuing liability while the property remains in its current condition. Review of the document, and identification of the referenced parties, found Creative Housing is listed. The Board felt the language should be revised/corrected and a Special Meeting held for final approval.

Jim Richards, a member of the Board of Finance (BOF), speaking from the audience objected to the Board's intent to sign the agreement. He felt the BOF had been told the Town would oppose payment. Kathy Pippin, also a member of the Board of Finance, indicated the BOF had authorized a \$10,000 appropriation for this expenditure. Mr. Richards reiterated his opposition.

UNFINISHED BUSINESS/E. Discussion of Pond Street:

First Selectman Maynard reported he has spoken with Paul Lawley of Connecticut Water Company regarding the status of the road. Mr. Lawley indicated the Connecticut Water Company will be paving the road towards the end of Summer, and they will own the road. The Selectmen requested to continue this Agenda item until completion of the project.

NEW BUSINESS/A. American Heritage River Commission Fee Proposal:

Barbara Sherman, Secretary of the American Heritage River Commission (AHRC), joined the Board. First, Mrs. Sherman wanted to clarify that this proposal that came is the result of the grant she did on behalf of the Town to DEEP; it was not done on behalf of the AHRC. Mrs. Sherman reported that many grants were submitted for this project, going back to 2007 by then Assistant Planner Newton through to the current grant submitted by Mrs. Sherman. Mrs. Sherman reported she needed assistance with the grant and sought the help of Town Engineer Norton, who referred her to Mr. Majmudar. Assistant Town Planner Newton proposed to use the existing Melrose Bridge; 10 years down the road that's no longer possible so the current proposal is to lay a pre-fab walkway across the existing bridge abutments. Many discussions have occurred between Mrs. Sherman and Mr. Majmudar regarding what's to be done. Mr. Majmudar's recommendation carries an estimated cost of \$164,000. East Windsor has received a grant for \$85,000. The \$1200 bill received by the AHRC is for consulting work performed by

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Mr. Majmudar for several years. Mrs. Sherman didn't feel the AHRC should be responsible for this cost; she suggested this cost can't come from the DEEP Grant as the Town hasn't received that funding yet.

Discussion followed regarding the funding for this project; Selectman Bowsza questioned if this is an up-front or reimbursement grant? Mrs. Sherman indicated the Town must submit bills and the Town gets the money. Discussion continued regarding funding options; Selectman Bowsza suggested paying the bill from the Contingency Fund. Discussion continued regarding the Contingency Fund balance, which fiscal year the bill should be paid from, and a brief overview of acquiring information for the grant submissions. Deputy First Selectman Pippin suggested the Board should use caution expending funds from the Contingency Fund as towns have not received revenue information from the State due to the lack of approval of a State budget.

MOTION: To RECOMMEND to the Board of Finance to pay the invoice dated March 3, 2017 in the amount of \$1,250 to be paid to Kiran S. Majmudar, P. E. from the Contingency Account.

Bowsza moved/Nelson seconded/DISCUSSION: None.

VOTE: In Favor: Maynard/Bowsza/Dearborn/Nelson
Opposed: Pippin
Abstained: No one

NEW BUSINESS/B. Discussion of Scout Hall Pump Station:

Paul Anderson, Chairman of the Water Pollution Control Authority, joined the Board. Mr. Anderson reported he asked the Superintendent to look at what it would take to install a generator for the Scout Hall Pump Station. Because of the low demand on the pump you would need a small generator. He has received an estimate from Powers Guaranteed Generators who have recommended a propane-fueled generator at an estimated installation price of \$21,000 to \$23,000. The price of a similar diesel-fueled generator would be \$27,130. A small generator which was originally purchased by the Scout Hall Building Committee (SHBC) and installed at Scout Hall is now being sold by the SHBC as it can no longer support Scout Hall; that generator was initially offered to the Town. Selectman Dearborn questioned where the proceeds of that sale are going; Mr. Anderson didn't know. Mr. Anderson suggested if the goal is to put a generator at the pump station only then there would not be a generator for Scout Hall.

Discussion followed regarding the specifics of each model of generators. Mr. Anderson reported they also looked at the cost to eliminate the pump station and put in a sewer line 1900 feet down to Route 5; the estimated cost for that project is \$300,000. Mr. Anderson referenced page 93 of the POCD (Plan of Conservation and Development), noting a goal is to protect the Town from natural disasters by recommending that all municipal buildings should have generators. Selectman Bowsza questioned if there are any Emergency Management Grants available for this purchase; Mr. Anderson indicated he was told the Town would pay for the generator. Mr. Anderson reported the WPCA would own the pump station and maintain it, he understood the

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Town would provide a generator to power Scout Hall which will power the pump station, and Scout Hall will pay the electrical bills to power the pump station.

Discussion followed regarding the proceeds of the sale of the Scout Hall generator. Mr. Anderson reiterated that generator had been purchased by the SHBC; he didn't know where the proceeds would go. First Selectman Maynard felt the WPCA had said it would sell the 2 generators and the proceeds would go towards this purchase; Mr. Anderson didn't respond. Mr. Anderson suggested that at this time the Town owns the pump station; the pump station will be rebuilt because it's a safety issue. DEEP required that a generator will power the pump station when the WPCA takes over ownership of the pump station. First Selectman Maynard suggested if the Town invests \$56,000 (*see Attachment C*) we get a generator that will run the pump station and Scout Hall and it could then be used for an emergency facility; he suggested this is actually a capital improvement item which should be funded under the CIP. Mr. Anderson cited the need to sign a MOU regarding this issue.

Deputy First Selectman Pippin cited that there are 3 people hooked up to this pump station for sewers and wells; Mr. Anderson indicated that one, Windsor Show Stables will be installing their own pump station soon. Deputy First Selectman Pippin cited concern for the source of the funding for this purchase; he noted the CIP list has already been submitted. He cited there are other municipal buildings, the Broad Brook Fire Station and the Town Hall, which have new generators and could be used for emergency shelters. Discussion continued.

MOTION: To APPROVE an added appropriation not to exceed \$56,000 for a generator to power the pump station and Scout Hall.

Bowsza moved/Dearborn seconded/DISCUSSION: Selectman Bowsza noted the approval of the added appropriation is to be referred to the Board of Finance and sent to Town Meeting.

VOTE: In Favor: Maynard/Bowsza/Dearborn/Nelson
 Opposed: Pippin
 Abstained: No one

NEW BUSINESS/C. 0 Rye Street:

First Selectman Maynard provided the Board with an aerial of this property (*See Attachments D and E*), which is located adjacent to and north of the Broad Brook Elementary School. The property owner heard the Town was in need of additional parking for the school and approached First Selectman Maynard regarding sale of the property. Discussion followed regarding topography of the property related to the ability to provide parking; it was also noted much of the property contains steep slopes and wetlands. It was noted this property had previously been offered to the Town in exchange for the property containing the school house located on Griffin Hill; the exchange was refused. First Selectman Maynard indicated he wasn't advocating for the purchase; he was just bringing the offer to the Board's attention.

NEW BUSINESS/D. Discussion of Town Attorney:

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MOTION: That the Board of Selectmen authorize the First Selectman to solicit bids for a Town Attorney.

Maynard moved/Dearborn seconded for discussion

VOTE: In Favor: Maynard/Dearborn
Opposed: Bowsza/Nelson/Pippin
Abstained: No one

First Selectman Maynard began discussion by suggesting his reasons for requesting the Selectmen authorize him to solicit bids for legal services from other law firms. He suggested he felt it was a good business practice to change Town attorneys periodically; the current Town Attorney is costing the Town a lot of money. First Selectman Maynard suggested this request is similar to the solicitation of auditing services, which is done every few years. First Selectman Maynard noted that legal bills for this past fiscal year totaled \$286,479.92, with the last month's cost still pending, versus a budgeted amount of \$240,000. He anticipated the cost for legal fees for the past fiscal year will reach \$312,000 when the final bill comes in. First Selectman Maynard suggested a reduction of just 10% would save the Town \$30,000, which could fund the Broad Brook Library or the Youth Center. First Selectman Maynard felt the hourly rate was high. First Selectman Maynard also felt the Town needs to have better oversight of the legal costs; bills should be submitted weekly rather than weeks after services have been rendered. He felt the Town should do its own cost analysis of legal action, and review the suitability of moving forward with legal action

Deputy First Selectman Pippin questioned how much of the legal costs quoted are reimbursable, such as the cost associated with tax issues? First Selectman Maynard suggested legal fees associated with a foreclosure are included in the foreclosure action and aren't charged to the Town. Selectman Nelson suggested discussing the billing issues with the Town Attorney. Discussion continued regarding the process for soliciting new firms. Selectman Bowsza introduced an Engagement Letter submitted by Joshua Hawkes-Ladd regarding a new 3 year contract for legal services for the Town. Lengthy discussion followed regarding a history of past services regarding legal representation, costs associated with those services, and the current firm's historical knowledge regarding labor negotiations. Selectman Bowsza introduced the following motion:

MOTION: To APPROVE the Engagement Letter between the Town of East Windsor and Pullman & Comley dated 6/27/2017 as presented and to authorize the First Selectman, or the Deputy First Selectman, to sign said agreement no later than prior to the next Regular Meeting of the Board of Selectmen.

Bowsza moved/Nelson seconded

DISCUSSION: Deputy First Selectman Pippin suggested the Town is presently in the middle of many complex issues. Discussion followed regarding the Legal Affairs Subcommittee. It was noted the subcommittee is a separate issue from the Letter of Engagement and should be revisited at a different time

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VOTE: In Favor: Bowsza/Nelson/Pippin
 Opposed: Dearborn
 Abstained: Maynard

NEW BUSINESS/E. Approval of Tax Refunds (See Attachment H):

MOTION: To APPROVE Tax Refunds in the amount of \$3,348.51 dated 6/30/2017.

Nelson moved/Bowsza seconded/*DISCUSSION:* None.

VOTE: In Favor: Unanimous (Maynard/Bowsza/Dearborn/Nelson/Pippin)

NEW BUSINESS/F. Discussion of State Budget:

Selectman Bowsza suggested that without the State Legislature voting/approving a State budget the Town is facing an additional revenue loss of \$1 ½ to \$2 million; he suggested the Town needs to have a plan as to how to deal with that. First Selectman Maynard suggested the Town may want to hold off on some capital expenditures until August, or the Town could consider reducing the Fund balance. Deputy First Selectman Pippin suggested the Town should put a lid on spending until the Legislature takes action. The Town may need to furlough or layoff employees or close on Fridays. He suggested the Town should include discussion of reduced revenue during labor negotiations. Deputy First Selectman Pippin cited concern for reducing the Fund balance. Selectman Bowsza reiterated the need to form a plan; he suggested including the Board of Finance in those discussions.

SELECTMEN COMMENTS AND REPORTS/A. Richard Pippin, Jr.:

- The Town fixed the bump on Newberry Road today.
- The Town will be chip sealing the following roads, starting July 17th: Graham Road., Morris Road., Apothecaries Hall Road, Thrall Road, East Road, Ellsworth Road, Chamberlain Road, & Kreyssig Road.
- He attended a June 28th Meeting of the Inland Wetlands and Watercourse Agency; they approved a 3-lot subdivision at 10 Harrington Road owned by Andre Groszyk, and appointed Town Planner Laurie Whitten as Wetlands Agent until that position is filled.
- He attended a Meeting of the Permanent Building Committee, at which they were unable to establish a quorum so discussion only was held. They will have to replace 2 hallways as contractors were unable to find a tile match. The Middle School roof began July 5th; the hot work will be completed before school starts again in the Fall and the remainder is expected to be completed by October.
- The Alliance Grant for replacement of the Broad Brook School windows goes out next Wednesday.

SELECTMEN COMMENTS AND REPORTS/B. Steve Dearborn:

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The Zoning Board of Appeals didn't meet as there were no new applications.

SELECTMEN COMMENTS AND REPORTS/C. Jason E. Bowsza:

See Attachment G at completion of Minutes transcription.

SELECTMEN COMMENTS AND REPORTS/D. Dale Nelson:

- June 22, 2017: She also attended the Warehouse Point Workshop; she agreed it was an enjoyable and valuable presentation.
- She has also been attending labor negotiations.

SELECTMEN COMMENTS AND REPORTS/E. Robert Maynard:

First Selectman Maynard had nothing to report.

PUBLIC PARTICIPATION (Another opportunity for the public to make comments:

Scott Morgan, 106 South Main Street: reported the following events:

- July 6th: Concert to benefit the veterans at the Trolley Museum, 6:30 p.m. to 8:30 p.m.
- August 20th: American Legion Pig Roast, \$20

Jim Richards, 27 Pleasant Street: noted Southern Auto Auction has been in business 70 years this year; he questioned if the Town could do a proclamation? Discussion followed regarding acknowledgement.

Jim Barton, 158 South Water Street: reported the Veterans' Commission is close to its projected fundraising goal; they anticipate beginning construction in late September. They plan to hold a ground-breaking event when the project begins, and then hold a larger dedication ceremony when the project is completed. Mr. Barton noted the plans have changed a bit; they need to go back to the Planning and Zoning Commission and the Board of Selectmen regarding plan revisions to accommodate the addition of a monument in recognition of MIA/POWs

Tom Talamini, 33 Rice Road: regarding the following:

- South Road: suggested something needs to be done regarding a zoning change for the subdivision of the properties; he questioned the ability to do a subdivision with the existing small road. Selectman Bowsza suggested the need for a variance to accommodate this situation; Deputy First Selectman Pippin felt the Town would have to apply for the variance as the owner, then accept the road as a Town road.
- July 9th: Duck Race at 1:00 p.m.; Cardboard Boat Race at 2:00 p.m., Sunday.

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- Scout Hall generator: Mr. Talamini felt the \$56,000 for the generator discussed earlier was a lot of money when the Town is on a tight budget; he suggested getting a smaller generator and dropping out the air conditioning.

Joe Malenfant, 4 South Road:

- Requested correction of the spelling of his surname in the previous minutes (BOS Regular Meeting of June 20, 2017, Discussion of South Road Long Term, under UNFINISHED BUSINESS, page 5).
- Regarding the reference to Creative Housing in the Settlement and Release Agreement proposed, everything the people have says Creative Housing
- Regarding the Town taking over the land: he noted that when reviewing a title search the Town isn't listed in the paperwork; he questioned if the Town recorded their ownership when they took over the land.
- Land Lease: when the houses were sold by the Army to Creative Housing it was done by Quit Claim Deed, which Mr. Malenfant interprets to mean you can do what you want with it. He questioned the restrictions discussed, including the restriction of sale to low or moderate income individuals. Mr. Malenfant felt those restrictions are gone if the bank forecloses. Deputy First Selectman Pippin suggested the restrictions are a covenant on the deed, which is above the land lease. Mr. Malenfant suggested all the problems with the land transfers will make it difficult to sell the properties.
- Where is the \$56/month Land Lease payment going: First Selectman Maynard reported the fees is coming to the Town.

SIGNATURES FOR APPROVAL OF CHECK REGISTERS:

The Selectmen reviewed and signed the check registers.

EXECUTIVE SESSION Pursuant to C.G.S. Section 1-200(6)(a)Employment:

MOTION: To GO INTO EXECUTIVE SESSION at 10:25 p.m. Attending the Executive Session were First Selectman Maynard, Deputy First Selectman Pippin, and Selectmen Bowsza, Dearborn, and Nelson.

Pippin moved/Dearborn moved/DISCUSSION: None

VOTE: In Favor: Unanimous (Maynard/Bowsza/Dearborn/Nelson/Pippin)

The Recording Secretary left the Meeting at 10:25 p.m.

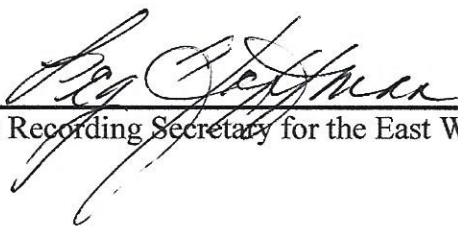
ADJOURNMENT:

MOTION: To ADJOURN this Meeting at 10:45 p.m.

Pippin moved/Dearborn seconded/VOTE: Unanimous

**TOWN OF EAST WINDSOR
BOARD OF SELECTMEN
REGULAR MEETING – July 6, 2017
MEETING MINUTES - *Draft***

Respectfully submitted,



Peg Hoffman, Substitute Recording Secretary for the East Windsor Board of Selectmen

Robert Maynard

From: Hamel, Maurice <Maurice.Hamel@ct.gov>
Sent: Friday, June 30, 2017 1:52 PM
To: Robert Maynard
Subject: Broad Brook Mill

Bob,

Thank you for allowing me the flexibility to defer a formal discussion of the remedial action plan with the Board of Selectman until the revisions to the plan have been finalized.

So that there would be information to share in your July 5th Board meeting, I have attempted to respond to the questions which you and Selectman Jason Bowsza provided earlier this week.

I will be reachable by e-mail on July 5th if you have any questions prior to the meeting.

Maurice Hamel
Environmental Analyst III
Remediation Division
Water Protection and Land Reuse Bureau
CT DEEP
(860) 424-3787
Fax (860) 424-4057

Question: How did we get here?

When pollution was first identified on the condominium property in the 1990s, the primary concern was that there was "coal tar" present because in the late 1800s and early 1900s the village was served by natural gas produced from coal as part of the former woolen mill operation. The potential exposure to coal tar was the primary driver for wanting get the residents moved from the property.

As part of the process of bringing the various responsible parties to the table, the State requested EPA's involvement, which resulted in the site falling under the jurisdiction of EPA overview, although not specifically becoming a Superfund site.

Since that time, a more thorough investigation of the site has found that coal tar is not present on the site, merely coal ash (which predates UTC's ownership) and a variety of relatively minor industrial releases consisting of petroleum, solvents and chromium.

A plan for the remediation of soil and groundwater at the site was approved in 2010. Critical to the implementation of that plan was the stabilization of the river bank, where some exposed polluted soil was present, and the removal of some contaminated sediment from the river at the outfall of the former raceway. Those proposed actions were subject to a series of EPA reviews and required input from other stakeholders including the US Fish & Wildlife, Army Corps of Engineers, Tribal nations, and others, which added an additional 4 years to the process. Although those measures were separate from the approved plan, the logistics of capping of the site required the riverbank stabilization to occur prior to the capping and treatment of the groundwater.

Once EPA approvals had been received, UTC's new consultant reevaluated the site-wide remedial plan in the context of changes to the State's clean-up regulation in 2013, site reuse concerns, and the natural decay of the petroleum constituents over time, since much of the original sampling occurred in the 1990s.

In January 2017, UTC submitted proposed revisions to the approved plan. Since that time DEEP has provides two rounds of comments on those revisions.

Question: What are the pathways forward?

The most efficient way to clean-up a Brownfield site is to coordinate the effort with a redevelopment plan. This allows the infrastructure needed for the redevelopment to be incorporated into the design of any caps to be used in isolating any materials which can be shown to be appropriate to safely remain on the site. Otherwise, the cost and time associated with disruption to approved cap on a site may complicate the future redevelopment process. However, such changes to the remedial plan, specifically those that increase remedial cost in order to minimize future redevelopment costs, might not necessarily be required by DEEP and so would be the subject of negotiations between UTC and a future owner.

Question: Where does the remediation plan currently stand?

As noted above, UTC has requested DEEP consider certain revisions to the approved remedial action plan. These include reducing the thickness of the 4 foot cap of clean soil, consolidating some soils beneath a localized low permeability cap rather than physical treating those soils in place as previously proposed, and allowing them to document that the natural decay of the residual petroleum in some areas has resulted in achieving the desired clean-up levels. These revisions are generally consistent with the remediation standard regulations. Once the plan has been revised to address a variety of site specific conditions and undergoes a public comment process, it is expected that revisions to the design and monitoring plans will be approved by the State.

Once the revisions to the approved plan are resolved, the primary remaining tasks are permitting through the Army Corp and through local wetlands, along with an additional public meeting associated with the proposed changes to the plan.

Question: Who is responsible for remediation?

UTC is responsible for implementing the clean-up. The State is funding the "Orphan Share" of the clean-up, which consists primarily of the coal ash fill which predates UTC's operations of the site. Based on the 2004 agreement between UTC and the State, the State's contribution to the investigation, design, clean-up and long-term O&M cost is set at \$3.9 million.

Question: What is the remediation plan?

The majority of the polluted soil is to be capped in place, with certain areas being treated in place or removed. The final details of the plan are still being reviewed and negotiated. See above.

Question: What options are available to the town/state to ensure a quick and thorough remediation?

Presently, uncertainty about the status of the historic building and the site's future use may cause further delays in the construction of the cap, since if demolition is determined to be necessary it will have the potential to damage the cap if it has already been constructed.

Question: What do you feel the BOS should we should consider when dealing with a polluted area?

That is a matter that should be discussed with the Town's counsel.

Question: Can you give us some examples of successful remediation?

Similar remedial approaches have been used for open space in downtown Meriden (HUB), the riverfront park in Glastonbury, and the Newhall neighborhood in Hamden. There are dozens of examples of commercial Brownfield redevelopment in the area.

Question: Can you tell us about some problems towns encountered after remediation was complete?

If the inspection and maintenance program for a site is adhered to there should be no safety issues related to a properly closed site. Issues that will arise would be related to the transfer of liability to a future developer if the Town is acting as a pass-through owner. As noted above, there will also be issues related to development plans that extend below the cap; while not insurmountable and commonly done at other sites, it will require that proper protocols will need to be followed.

Question: What type of liability would the town incur if the town owns the property? / What are some future concerns the town should consider?

That really depend on what the conditions of the purchase are. If the Town assumes the responsibility for inspections and lawn care, that would be different than being responsible for maintenance and repairs to the cap related to erosion or design flaws. Who would be responsible for dealing with contaminated soils exposed if a tree along the river bank were uprooted? Who would be responsible for surplus contaminated soils during future redevelopment?

Question: What are some benefits the town would realize by owning the property?

That is a matter that should be discussed with the Town's counsel.

Question: What developmental limitation would be on the remediated property?

UTC has indicated that it will place a prohibition of residential activities on the land records for this property. Under 22a-133k-1(a)(58) RCSA, " 'Residential activity' means any activity related to a (A) residence or dwelling, including but not limited to a house, apartment, or condominium, or (B) school, hospital, day care center, playground, or outdoor recreational area."

I am not sure that it is UTC's intention to prohibit the use of the site for a "playground" or "outdoor recreational area" and so the actual language to be used in an Environmental Land Use Restriction may be negotiable.

Also, after the engineered controls and land use restriction preventing the disturbance of the cap are in place, they will act as a limitation on penetration of the cap and on certain disruptive activities that could disturb of the

cap. These limitations are not a prohibition, as much as a requirement that a plan for the activities be approved prior to the disruption.

*BOS 7/6/2017
Attachment B*

FW: East Windsor/South Road

Hawks-Ladds, Joshua <jhawks-ladds@pullcom.com>

Thu 7/6/2017 4:24 PM

To: Jason Bowsza <jbowsza@eastwindsorct.com>; Richard P. Pippin Jr. <rpippinjr@eastwindsorct.com>;

Jason and Dick,

See Brion's summary opinion below. There are a host of complications with this property, not the least of which is that it is not an approved subdivision (which could be difficult to achieve under the circumstances presented) and the original documents creating the project are a bit of a quagmire. One other thing that Brion does not discuss is the ability to find a willing buyer under the circumstances – when taxes will be owed (if not waived or abated) and the income at present is only about \$9600 per year, when all tenants are paying regularly.

After reading Brion's summary, please let me know if you have any questions.

Joshua A. Hawks-Ladds

Attorney

**PULLMAN
& COMLEY LLC**
ATTORNEYS

90 State House Square

Hartford, CT 06103-3702

p 860 541 3306 f 860 424 4370

jhawks-ladds@pullcom.com • www.pullcom.com[V-card](#) • [Bio](#) • [Directions](#)

Please visit our labor and employment blog, [Working Together](#)

BRIDGEPORT HARTFORD STAMFORD WATERBURY WHITE PLAINS

 **Please consider the environment before printing this message.**

THIS MESSAGE AND ANY OF ITS ATTACHMENTS ARE INTENDED ONLY FOR THE USE OF THE DESIGNATED RECIPIENT, OR THE RECIPIENT'S DESIGNEE, AND MAY CONTAIN INFORMATION THAT IS CONFIDENTIAL OR PRIVILEGED. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE (1) IMMEDIATELY NOTIFY PULLMAN & COMLEY ABOUT THE RECEIPT BY TELEPHONING (203) 330-2000; (2) DELETE ALL COPIES OF THE MESSAGE AND ANY ATTACHMENTS; AND (3) DO NOT DISSEMINATE OR MAKE ANY USE OF ANY OF THEIR CONTENTS.

From: Kirsch, Brion J.**Sent:** Thursday, July 06, 2017 3:46 PM**To:** Hawks-Ladds, Joshua**Subject:** East Windsor/South Road

Josh,

I've done a preliminary review of the materials in our files regarding title to and the ability to sell the development on South Road in East Windsor. By way of a very brief background, this site was acquired by Creative Housing, Incorporated ("CHI") for \$1,175,000 from the United States government in 1992. The site consists of approximately 4 acres of land that is comprised, in whole or in part, of a former Hartford Defense Area Nike Battery. In addition to financing a portion of the purchase price, it appears that CHI also obtained financing from the State of Connecticut Department of Housing, and in connection therewith, the State required and had recorded a Restrictive Covenant which requires, among other things, that the property be used by persons of low and moderate income.

It appears that at the time CHI acquired the site that some improvements and structures already existed. In October 1993 – CHI entered into a long term "Master Ground Lease" for 1 unit and thereafter, long term Short Form Ground Leases (that incorporate the Master Ground Lease by reference), leased 15 other units to tenants who are presumably all of low or moderate income, thus giving a total of 16 units of affordable housing. This master lease structure appears to have been the only way to create the 16 units of affordable housing as it does not appear that the property has been properly subdivided from the larger 4 acre tract into 16 smaller lots, or that the roadway that runs through the site has been publicly dedicated. In other words, this site is not an approved subdivision.

Starting with the October 1, 2010 Grand List, the Town began assessing taxes on the site. Even though the Master Ground Lease and each Short Form Ground Lease contain a provision that requires the payment of a portion of the taxes, these taxes went unpaid, as did the taxes assessed on the October 1, 2011 and October 1, 2012 Grand Lists. As a result of the delinquency in taxes, the Town commenced and ultimately, after a contentious foreclosure, obtained a judgment of strict foreclosure and on September 23, 2014, acquired CHI's right, title and interest in and to the site subject to the Master Ground Lease and all Short Form Ground Leases.

The Town has inquired whether it can sell or donate the site subject to the Master Ground Lease and Short Form Ground Leases or give or sell the units to the tenants.

→ In general the answer to the first question is yes, the Town can sell the entirety of the site subject to the Master Ground Lease and Short Form Ground Leases (meaning any sale would leave the existing tenants in place and undisturbed), however, the Town would need consent from the State of Connecticut Department of Housing pursuant to the Restrictive Covenant referenced above. Additionally, it would be recommended/suggested that any sale of the site by the Town be to a non-profit entity (such as Mutual Housing Association of Hartford, Corporation for Independent Living or Supportive Housing Works). Not only would an entity such as this be more likely to have interest in the site, but conveying the site to a non-profit would also eliminate a possible complication that arises under the Master Ground Lease and Short Form Ground Leases in that any sale of the property to an entity other than a non-profit or governmental entity (such as a housing authority) would trigger a right of first refusal for each tenant whereby the tenant can elect to purchase its unit for fair market value. The complication in this is that the site has not been subdivided and the road not dedicated to the Town – so a conveyance of individual units is not possible (notwithstanding the language in the original documents that give the tenants this right of first refusal). In order to make this possible, whether as part of a exercise of the right of first refusal in favor of the tenants, or giving each tenant their unit, the Town would need to formally subdivide the site (and most likely obtain variances for each leased premises as they likely do not conform to existing zoning requirements) and either dedicate the street as a public right of way, or create a private easement in favor of each unit to use and pay for the costs to maintain the roadway. In addition, any conveyance to the tenants would also require a new restrictive covenant either in the deed or by separate instrument that restricts the resale to be upon the consent of the Commissioner of the CT Department of Housing and then only to persons of low or moderate income.

I hope this answers the question, but please let me know if you need any further information or if I can be of any further assistance. Thank you.

Brion

BW 7/6/2017 Attachment C

11 B

Mailing Address:
Powers Guaranteed Generators
PO Box 10005
Swansey, NH 03446



Service Locations:
Concord & Swansey, NH
Norwood, MA
Waterbury, CT

www.PowersGenerator.com
May 30, 2017

Toll Free: (800) 853-7202
Fax: (603) 352-9339

Town of East Windsor, CT
Scout Hall Generator
28 Abbe Rd.
East Windsor, CT 06088
Attn: Joe Sauerhoefer

PROPOSAL

We propose to furnish and install the following:

One Taylor TG100, 100KW, 120/208 Volt, Three-Phase, 1800 RPM,
NG Fueled Standby Generator in Sound Attenuated Enclosure and
One ASCO 300 Series, 400 Amp, 120/208 Volt, Three-Phase, Service Entrance
Rated, Automatic Transfer Switch in Nema 3R enclosure

FOR THE SUM OF: \$56,245.00 plus applicable tax

NOTES & EXCEPTIONS:

1. Generator will be located within 30 feet of the electrical meter.
2. Generator will serve the Scout Hall.
3. Generator will not serve the barn due to the solar arrangement.
4. Automatic transfer switch will be located next to the electrical meter.
5. Proposal includes:
 - Full electrical installation
 - Concrete pad, engine battery and block heater
 - Required permits and inspections
 - Warranty startup and testing
6. Proposal does not include:
 - Natural gas work to connect generator
7. Generator includes 2-year manufacturer limited warranty. Automatic transfer switch includes 1-year limited warranty.
8. Allow 12-14 week lead time for equipment.
9. Equipment quoted is special order and is non-refundable and non-cancellable.
10. Work to be performed during regular business hours (7:30am-5:30pm Monday-Friday).
11. Quote is firm for 30 days.
12. 50% deposit due upon order; balance due upon completion of electrical work.
13. Invoices past 30 days will be charged 1.5% interest monthly.

All surplus materials are property of Powers Guaranteed Generators. In the event of the breach of this contract, bid signee agrees to pay any and all attorney's fees pertaining to litigation of this contract. All jobs will be completed in a timely manner. Powers Guaranteed Generators cannot be held responsible for delays caused by bad weather, strikes, supplier shorts, or acts of God. This contract may be terminated at the option of Powers Guaranteed Generators for any reason. Client may terminate this agreement up to 7 days prior to scheduled installation date, for a refund of the deposit, less expenses incurred or 15%, whichever is greater, to cover work already performed. Special order equipment is non-refundable and non-cancellable. All work to be performed during normal business hours (Monday-Friday from 7:30 a.m. to 5:30 p.m.). Any additional hours may affect the quoted price. Costs associated with Utility companies are the sole responsibility of the client. Do not sign this contract until completely filled in. No verbal agreements will be honored. Contract valid for 30 days from date on contract.

Respectfully Submitted,

Nathan Day

Powers Guaranteed Generators
Acceptance of Proposal: _____

Date of Acceptance: _____

Town of East Windsor

Geographic Information System (GIS)

EW 7/6/2017
Attachment D



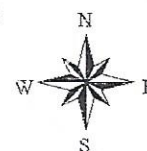
Date Printed: 6/2/2017



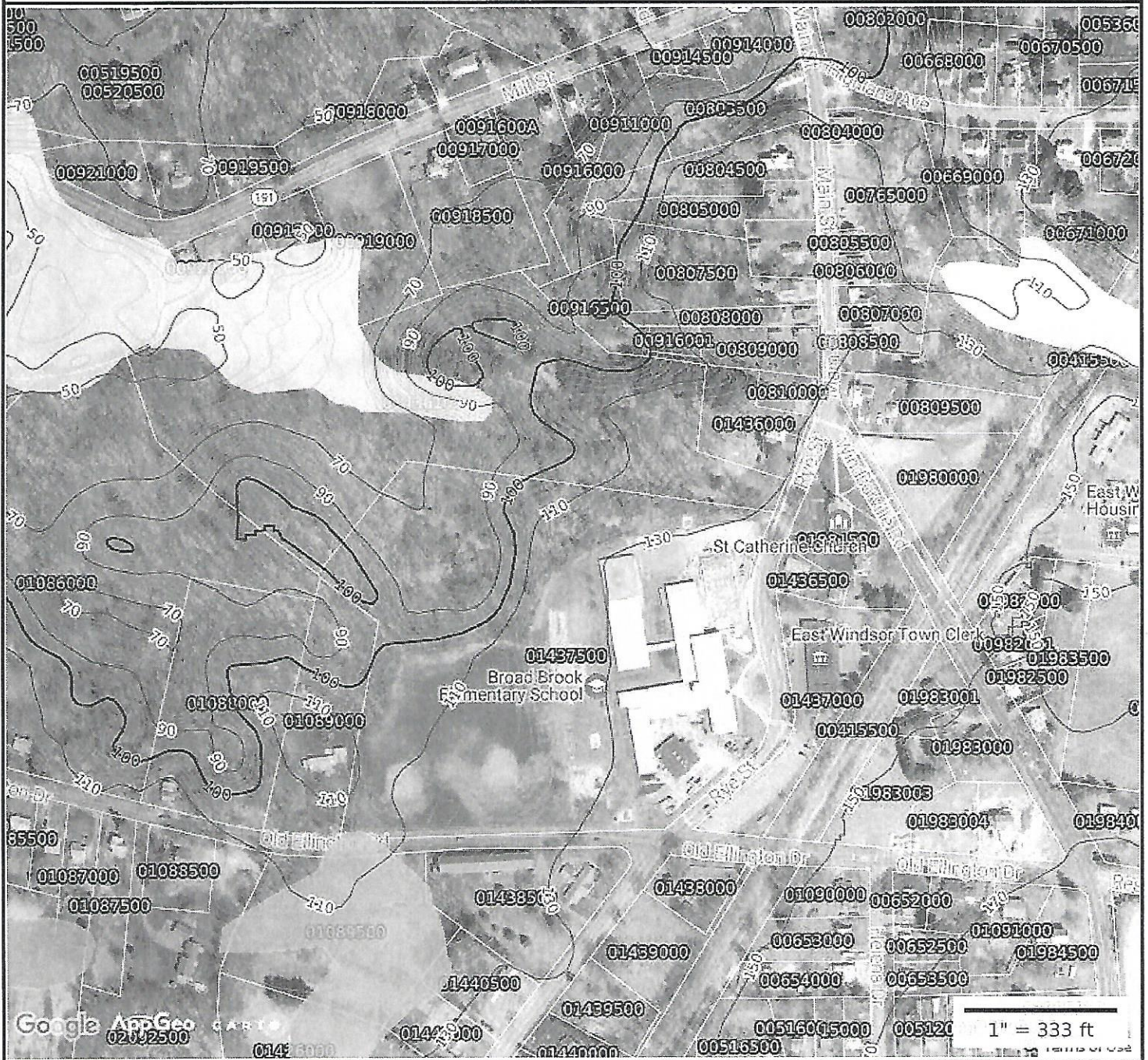
MAP DISCLAIMER - NOTICE OF LIABILITY

This map is for assessment purposes only. It is not for legal description or conveyances. All information is subject to verification by any user. The Town of East Windsor and its mapping contractors assume no legal responsibility for the information contained herein.

Approximate Scale: 1 inch = 200 feet



2



Property Information

Property ID
 Location
 Owner



MAP FOR REFERENCE ONLY
 NOT A LEGAL DOCUMENT

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

1

BN 7/6/2017 attachment F

**PULLMAN
& COMLEY LLC
ATTORNEYS**

Joshua A. Hawks-Ladds
90 State House Square
Hartford, CT 06103-3702
p 860 541 3306
f 860 424 4370
jhawks-ladds@pullcom.com
www.pullcom.com

June 27, 2017

Mr. Richard Pippin, Deputy First Selectman
Mr. Jason Bowsza, Selectman
Town of East Windsor
Town Hall
11 Rye Street, P.O. Box 213
Broad Brook, CT 06016

Re: Engagement Agreement for Town Counsel Services

Dear Messrs. Pippin and Bowsza:

Thank you once again for the Board of Selectmen deciding to continue to retain me as the Town of East Windsor's Town Counsel in accordance with the Town's Charter Section 6-6(B). Under the Rules of Professional Conduct, which govern the activities of lawyers, I must communicate to you my understanding of the services that you have asked us to perform for the Town, the manner in which our fees will be determined, and any other material terms of our engagement. This information is set forth in this letter. I and the attorneys of Pullman & Comley, LLC that I assign will represent the Town on all matters referred to us for legal services as described below. This agreement is effective as of July 1, 2017.

Fees and Expenses. In support of my Town Counsel work, Pullman & Comley LLC has agreed to a special "blended" rate of \$315 per hour for lawyer time spent on the services referred to us, except for municipal finance and bond work, which is billed at the respective lawyer's regular hourly rate, and Tax Sale work which is billed through a separate arrangement in which all legal fees are paid by the delinquent taxpayer. That means that for other than municipal finance, bond work and Tax Sales, we will bill the Town at the hourly rate of \$315 per hour for all lawyers (members and associates) for the services recited above. Paralegals will bill at their normal hourly rate, not to exceed \$315. Our billing rates for attorneys currently range from \$195 per hour for new associates to \$585 per hour for senior partners. Time devoted by our legal assistants currently ranges from \$115 to \$335 per hour. All billing rates are subject to adjustment on an annual basis to reflect changes in the levels of experience of our attorneys and legal assistants and economic factors affecting the firm.

We are offering the discounted hourly rate structure due to the longstanding and ongoing relationship that we have with the Town. Should the Town request that we handle specific civil

litigation matters, including but not limited to appeals of any arbitration or administrative matters, we will discuss the rates to be charged for that litigation and confirm the specific hourly rates for litigation matters at the time the matter is referred to us. If you ask the firm to perform any additional work beyond this engagement, and if the firm agrees to undertake that work, then the firm will perform that work upon the same terms as stated in this agreement, unless we have obtained a new engagement agreement from you.

The Town's Responsibilities. The Town agrees to pay our invoices as provided below. The Town must also cooperate with us and provide complete and detailed information when requested. The Town agrees to keep us informed of any changes in contact information.

Expenses. We will include in our billings, expenses we incur on the matter. Examples of expenses include photocopying, delivery service, computerized research, authorized travel, long distance phone calls, faxes, marshal fees, search and filing fees. Our representation may involve the assistance of outside consultants, experts or service providers such as court reporters. These types of expenses must be paid directly by the Town. If the Town is unwilling or unable to make satisfactory arrangements to pay the additional costs of such services, then we may not be able to retain such services, even if the matter would benefit therefrom.

Billing. The firm will send monthly invoices for its services. The firm will charge interest at the rate of 1% per month (12% per annum) on any bills that remain unpaid for more than 60 days. After 60 days, we reserve the right to cease performing services, and to seek to withdraw our representation in any court proceeding, until satisfactory payment arrangements have been made. The firm reserves the right to collect any unpaid fees and expenses by setoff or lien, from any recovery or proceeds that accrue to your benefit, in whole or in part, from this firm's legal representation.

No Conditions Upon Firm's Charges. It is expressly understood that the Town's obligations to pay the firm's billings is not contingent upon: (a) the ultimate resolution of the matter; (b) the amount of money that is in dispute; or (c) the amount of any recovery the Town receives.

Opinions and Beliefs. By entering into this agreement, the Town acknowledges that the firm has made no promises or guarantees concerning the outcome of your matter. The outcome of any legal matter, especially negotiations or litigation, can be subject to numerous tangible and intangible factors, rendering predictions impossible. During the course of our representation, we may offer the Town advice and recommendations. Any statements we make, however, must be considered an expression of opinion only, based upon information available, and should not be construed as a promise or guarantee.

Municipal Conflicts. Our firm represents clients throughout the State of Connecticut, including municipalities, boards of education, companies, individuals, landlords, tenants, borrowers, lenders, financial institutions, governmental and quasi-governmental entities and associations that may have interactions with the Town in civil or criminal matters, totally

unrelated to this representation. Our representation of other clients may include such things as representing the municipal government; representing the board of education; appearances before municipal boards and commissions, pursuing land use applications, appeals from agency decisions; property valuation appeals; tax refund requests; representing purchasers of municipal obligations; foreclosures of liens; and representation of parties in bankruptcy. The Town agrees that we may represent other clients in unrelated matters who may be adverse to you, provided such matters are not substantially related to our work that we have been engaged to handle in this agreement, and so long as we believe our responsibilities to the Town would not be materially limited due to such other representation. Notwithstanding this clause, we understand that the Town is not agreeing this firm may make a claim for affirmative damages against the Town on behalf of another client without the Town's written consent.

State of Connecticut. From time to time, the firm represents the State of Connecticut or some of its agencies on totally unrelated matters. We have determined that any such unrelated matter would not in any way materially limit our representation in this matter. If the Town wishes to discuss this further, then please feel free to contact me.

Preservation Obligations: You should immediately take steps to preserve any information or documentation, whether in electronic or hard-copy form, that may relate to the matter for which you have hired us. This includes preventing the deletion of electronic files and communications, such as e-mails, draft work products, correspondence, audio files, video files, calendars and memos – all of which must be preserved in their native formats - including such information contained on electronic devices. Please contact me if you have any doubt or concern about whether or how to retain documents and other information.

Insurance Coverage. You may have insurance that provides coverage and/or defense costs relating to your matter. It is your responsibility to review both your current and past insurance policies to determine, among other things, whether any policies may apply to your situation. It is understood and agreed that the engagement of our law firm does not include providing you advice on possible insurance coverage for your matter unless you ask us in writing to undertake such task on your behalf.

Electronic Technology and Confidentiality. The firm uses various technologies, including e-mail and third party cloud-based services, to store documents, e-mails and data, and to exchange the same with our clients and others. We also communicate with our clients by e-mail, facsimile, (mobile) telephone, or text. By engaging our firm, you consent to our using these technologies to represent you. By entering into this engagement, the Town recognizes that the traditional rules of confidentiality of communications between a client and its lawyer may be impacted by the provisions of the Freedom of Information Act ("FOIA"). The Town may for example receive FOIA requests for such things as our communications with the Town or our billings. Accordingly, our billing time entries may be more circumspect than we might otherwise prepare for a non-governmental client to avoid the disclosure of confidential communications or advice in a billing entry. Further, we suggest the Town separate our

privileged communications to the Town from records that are otherwise made available for public inspection. If the Town receives a FOIA request to view our communications with the Town, we would be happy to consult with the Town about the propriety of any disclosures of our communications, but depending upon the circumstances of our retention, the municipal attorney and/or the municipal chief executive officer may have to be consulted as well. It is the firm's policy to recommend email rather than texting to preserve the attorney-client privilege in communications with clients. You acknowledge there are continuing debates about the preservation and security of our communications when we utilize texting as you have requested.

Records Retention. Unless we have otherwise agreed with the Town in writing, we reserve the right to determine what a "reasonable time" will be, to retain the Town's records after the conclusion of our representation. We do not concede that our firm's records could be deemed "public records" under FOIA. We agree to maintain the client records for a period of time not less than the recommended Record Retention Schedules for Municipal Records published by the Connecticut State Library as of the date of this engagement. If the Town desires a longer retention period, then please notify us in writing.

Term and Termination of Engagement. The Town hereby agrees to retain me as Town Counsel, upon the terms and conditions contained in this Agreement, effective as of July 1, 2017 (the "Effective Date"). The Term of this Agreement is for Three (3) years up through June 30, 2020. This Agreement shall automatically renew for an additional one (1) year period thereafter, unless a notice of intent not to renew shall be delivered at least ninety (90) days prior to the end of the initial Term or prior to the expiration of such one year renewal period.

The Town may terminate this agreement only for "Cause." "Cause" shall mean: a) the willful and continued failure of the Town Counsel to perform substantially the Town Counsel's duties, after a written demand for substantial performance is delivered to the Town Counsel by the Town, which specifically identifies the manner in which the Town believes that the Town Counsel has not substantially performed the Town Counsel's duties; b) willful or gross misconduct; c) conviction of or making a plea of guilty or nolo contendere to, a felony; or d) a material breach of his obligations under this Agreement. For purposes of this definition of "Cause," no act or failure to act on the part of the Town Counsel shall be considered "willful" unless it is done, or omitted to be done, by the Town Counsel in bad faith or without the reasonable belief that the Town Counsel's actions or omission was in the best interests of the Town. If the Town does not renew this Agreement in accordance with this agreement, then it agrees to pay all outstanding fees and expenses within thirty (30) days of the termination. The Town also agrees to pay our fees until such time as any required Motion to Withdraw is granted or replacement legal counsel is assigned.

The firm reserves the right to terminate this engagement if the Town does not honor this engagement letter, including not paying the firm's bills for the matter. If not formally terminated sooner, this representation will be considered terminated upon the conclusion of the above stated Term or any renewal term. If the Town asks us to perform additional services after the

termination of the engagement, the additional work will constitute a new matter. After completion of the representation, changes may occur in the applicable laws or regulations that could have an impact upon the Town's future rights and liabilities. Unless the terms of this agreement expressly provide otherwise, we have no continuing obligation to advise the Town with respect to any such changes that occur after the termination of the engagement.

Choice of Law, Venue and Fee Dispute Resolution. The engagement of the firm for this or any subsequent matter shall be governed by the laws of Connecticut and any dispute shall be resolved in that venue. Should there be any dispute related to the firm's fees or expenses, or any guaranty thereof, it shall be resolved by binding arbitration in accordance with the Fee Dispute Resolution Program of the Connecticut Bar Association (CBA), found at www.ctbar.org; or, should the CBA decline to accept the dispute, by binding arbitration before a single arbitrator agreed upon by the parties or appointed by a judge of the Connecticut Superior Court. If this is a commercial matter, you and any guarantor acknowledge the firm shall be entitled to recover its reasonable attorneys' fees and expenses to collect its invoices.

Municipal Funds. If, for any reason, we come into possession of municipal funds that we hold for the Town's benefit, the Town agrees in accordance with C.G.S. 7-402(b) that we may designate a bank in which the firm maintains its Trustee Accounts (currently Bank of America, which may be subject to change) as the temporary deposit location for the public funds. The Town further agrees that if the funds are to be held by the firm for less than ninety (90) days, they may be placed in an IOLTA Account, where any interest that accrues does so for the benefit of the indigent.

This letter agreement contains the entire agreement between The Town of East Windsor and Pullman & Comley, LLC regarding the requested representation and the fees, charges and expenses to be paid. If you agree with the terms of this letter, then please return a signed copy of this letter by mail, or by e-mail with a PDF attachment to my attention at jhawks-ladds@pullcom.com.

We look forward to continue working with the Town. If at any time you have any questions about the terms of our engagement or any aspect of our representation of the Town, please do not hesitate to contact me. On behalf of Pullman & Comley, LLC, I look forward to assisting you.

Sincerely yours,



Joshua A. Hawks-Ladds

CONSENT TO REPRESENTATION ON STATED TERMS

The undersigned hereby approve and consent to each of the terms and conditions stated above.

Town of East Windsor

By: _____

_____ Date

Its: _____
Duly authorized

BW 7/6/2017 - Attachment G

Re: Selectman's Report - 7/6/2017

JB Jason Bowsza
Yesterday, 10:52 AM
Margaret Hoffman

Reply all |

You replied on 7/7/2017 1:27 PM.

Action Items

Selectmen's Report - July 6, 2017

On Thursday, June 22, there was a meeting with representatives from the Board of Selectmen, Planning and Zoning, the chamber of commerce, and the Connecticut Department of Transportation to discuss the impact of the rail line upgrades in Windsor Locks, and what opportunities exist for Warehouse Point because of that development across the river.

That same night, the Agriculture Commission met and discussed several issues, including an ordinance that will allow for tax abatements for agricultural buildings (which I hope the Board of Selectmen will strongly consider). Unfortunately, do to extenuating circumstances, the farmers market was cancelled. I understand that there is a possibility that this may be revived, is year or next. Stay tuned for more on that. They are also trying to install water at community garden, in conjunction with the Dog Park folks. They are close to their goal, but are still about \$3,500 short.

On June 27, the Planning and Zoning Commission met. Hot topics for the evening included an application by Apothecaries Hall Enterprises, owned by Mr Charboneau, who approached the commission about expanding his gravel operation to include a new phase with expanded truck trips as well. Residents were very concerned about this because of the impact of dust and noise on their homes, the increased truck traffic, and because of the likely increase in ATV ridership, which continues to be a very serious problem.

[Tomorrow, the Pension Board will hold an informational forum outlining the Town's proposed changes to the pension plan. That informational forum will take place tomorrow at 8am in Town Hall.](#)

Respectfully submitted,

Jason E. Bowsza

BN 7/6/2017 Attachment A

To: Jennifer From: Heidi

6-30-17

Bill Condition(s) : Dist/Susp/Bank Address	Name Address	Prop Loc/Vehicle Info. UniqueID/Reason	Paid Date	Tax	Int	L/F	Total Adjusted	Overpaid Tax
2014-01-0002560 2	LLOYD ERNEST A & CAROLYN D 107 RYE ST BROAD BROOK CT 06016	107 RYE ST 01457500	1/25/2016	7,385.94 8,095.20	0.00 0.00	0.00 0.00	7,385.94 8,095.20	-709.26
2015-01-0001892 1 N 77	HENRY'S MOBILE HOME PARK INC 257-22 SOUTH MAIN ST EAST WINDSOR CT 06088	Sec. 12-129 Refund of Excess Payments. 00663000	6/8/2017	15.43 23.02	0.00 4.67	0.00 24.00	15.43 51.69	-7.59
2015-01-0002570 2	LLOYD ERNEST A & CAROLYN D 107 RYE ST 01457500	Sec. 12-129 Refund of Excess Payments. 107 RYE ST	12/23/2016	7,537.02 8,260.78	0.00 0.00	0.00 0.00	7,537.02 8,260.78	-723.76
2015-02-0041029 2	STAR TWO CONSTRUCTION INC + SEBASTIANO P O BOX 986 BROAD BROOK CT 06016	Sec. 12-129 Refund of Excess Payments. 35 SULLIVAN FARM RD	7/19/2016	103.00 206.00	0.00 0.00	0.00 0.00	103.00 206.00	-103.00
2015-03-0051600 2	CAB EAST LLC 260 INTERSTATE N. CIRCLE NW. ATLANTA GA 30339	Sec. 12-129 Refund of Excess Payments. 2016/AA49283/3FAGP0H72GR209697	8/1/2016	300.48 600.97	0.00 0.00	0.00 0.00	300.48 600.97	-300.49
2015-03-0051601 2	CAB EAST LLC 260 INTERSTATE DR 12F ATLANTA GA 30339	Sec. 12-129 Refund of Excess Payments. 51611	8/1/2016	68.51 274.04	0.00 0.00	0.00 0.00	68.51 274.04	-205.53
2015-03-0051604 2	CAB EAST LLC 260 INTERSTATE DR 12F ATLANTA GA 30339	Sec. 12-129 Refund of Excess Payments. 2013/741ZYK/3LN612J95DR804869	8/1/2016	473.66 516.53	0.00 0.00	0.00 0.00	473.66 516.53	-42.87
2015-03-0051606 2	CAB EAST LLC 260 INTERSTATE DR 12F ATLANTA GA 30339	Sec. 12-129 Refund of Excess Payments. 51617	8/1/2016	345.30 592.31	0.00 0.00	0.00 0.00	345.30 592.31	-247.01
2015-03-0051610 2	CAB EAST LLC 260 INTERSTATE DR 12F ATLANTA GA 30339	Sec. 12-129 Refund of Excess Payments. 2013/5512WS/1FMSK8D83DGC37203	8/1/2016	358.39 430.24	0.00 0.00	0.00 0.00	358.39 430.24	-71.85
2015-03-0051614 2	CAB EAST LLC 260 INTERSTATE DR 12F ATLANTA GA 30339	Sec. 12-129 Refund of Excess Payments. 2014/7082FO/1FADP5B08EL505323	8/1/2016	133.80 401.78	0.00 0.00	0.00 0.00	133.80 401.78	-267.98
2015-03-0051619 2	CAB EAST LLC 260 INTERSTATE DR 12F ATLANTA GA 30339	Sec. 12-129 Refund of Excess Payments. 2013/591ZGT/1ZVBP8AM7D5250409	8/1/2016	0.00 371.78	0.00 0.00	0.00 0.00	0.00 371.78	-371.78
2015-03-0051621 2	CAB EAST LLC 260 INTERSTATE DR 12F ATLANTA GA 30339	Sec. 12-129 Refund of Excess Payments. 2013/9058CY/1FTFX1EF5DKE90616	8/1/2016	297.39 594.78	0.00 0.00	0.00 0.00	297.39 594.78	-297.39
TOTAL				17,018.92 20,367.43	0.00 4.67	0.00 24.00	17,018.92 20,366.10	-3,348.51

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JUN 30 2017

FIRST SELECTMANS OFFICE