



# *Council Agenda*

**Council Chambers  
Windsor Town Hall  
October 1, 2018**



## **7:30 PM Regular Council Meeting**

1. ROLL CALL
2. PRAYER – Councilor Govoni
3. PLEDGE OF ALLEGIANCE – Councilor Govoni
4. PROCLAMATIONS/AWARDS
  - a) Certificate of Appreciation for Charles Erickson
  - b) Proclamation declaring October 2018 as Fire Prevention Month
  - c) Proclamation designating October 2018 as Community Planning Month
5. PUBLIC COMMUNICATIONS AND PETITIONS  
(Three minute limit per speaker)
6. REPORT OF APPOINTED BOARDS AND COMMISSIONS
  - a) Board of Education
  - b) Town Planning & Zoning Commission
  - c) Library Advisory Board
7. TOWN MANAGER'S REPORT
8. COMMUNICATIONS FROM COUNCIL MEMBERS
9. REPORTS OF STANDING COMMITTEES
10. ORDINANCES
11. UNFINISHED BUSINESS
12. NEW BUSINESS
  - a) \*Approve amendments to Town Clerk and Deputy Town Clerk position descriptions (Town Manager)
  - b) \*Approve lease renewals with Windsor Art Center for 35 Central Street and 40 Mechanic Street (Town Manager)



- c) Consideration of settlement in Jordan vs. Town of Windsor (Town Manager )
- d) Consideration of settlement in Arrasate vs. Town of Windsor (Town Manager)

13. \*RESIGNATIONS AND APPOINTMENTS

14. MINUTES OF PRECEDING MEETINGS

- a) \*Minutes of the September 17, 2018 Regular Town Council Meeting
- b) \*Minutes of the September 17, 2018 Special Town Council Meeting

15. PUBLIC COMMUNICATIONS AND PETITIONS

(Three minute limit per speaker)

16. EXECUTIVE SESSION

- a) Strategy and negotiations with respect to pending claims and litigation (Jordan vs. Town of Windsor)
- b) Strategy and negotiations with respect to pending claims and litigation (Worker's Compensation Arrasate vs. Windsor)

17. ADJOURNMENT

★Back-up included

*Town of Windsor*



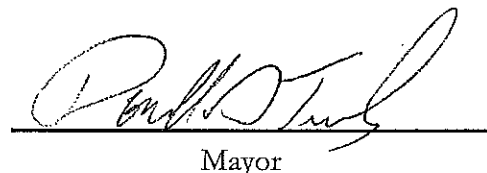
*Certificate of Appreciation*  
*to*  
*Charles Erickson*

*For Service On the*  
*Insurance Commission*  
*1978 - 2018*

*In recognition of civic and meritorious service rendered to*

*The Town of Windsor, Connecticut*  
*This 1st day of October 2018*

  
Town Manager

  
Mayor

# PROCLAMATION

## *Designating October 2018 as Fire Prevention Month*

**WHEREAS,** the Town of Windsor is committed to ensuring the safety and security of all those living in and visiting Windsor; and,

**WHEREAS,** fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at the greatest risk from fire; and,

**WHEREAS,** the majority of U.S. fire deaths (4 out of 5) occur at home each year; and,

**WHEREAS,** Windsor's residents should identify places in their home where fires can start and eliminate those hazards; and,

**WHEREAS,** working smoke alarms cut the risk of dying in reported home fires in half; and,

**WHEREAS,** Windsor's residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and,

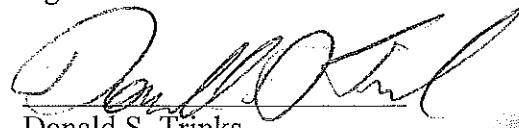
**WHEREAS,** Windsor's residents are responsive to public education measures and are able to take action to increase their safety from fire, especially in their homes; and,

**WHEREAS,** the 2018 Fire Prevention theme, "Look. Listen. Learn. Be aware – fire can happen anywhere," effectively serves to remind us that we need to take personal steps to increase our safety from fire.

### ***NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR AND THE WINDSOR TOWN COUNCIL THAT:***

October 2018 is designated as Fire Prevention month throughout this town and that all the people of Windsor should be aware of their surroundings, look for available ways out in the event of a fire or other emergency, respond when the smoke alarm sounds by exiting the building immediately, and to support the many public safety activities and efforts of Windsor's fire and emergency services during Fire Prevention Month 2018.



  
Donald S. Trinks  
Mayor of Windsor  
October 1, 2018

# Proclamation

## *Designating October 2018 as "Community Planning Month"*

**WHEREAS,** change is constant and affects all communities from urban to rural and large to small and community planning can help manage change in a way that provides better choices for how people live, work, and play; and,

**WHEREAS,** community planning allows all residents to be meaningfully involved in making choices that determine the future of their community; and,

**WHEREAS,** the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and,

**WHEREAS,** innovation in planning is everything, from using data sources and technology to addressing issues, including inequality, access to transportation, and social mobility, to celebrating new approaches to creating communities of lasting value; and,

**WHEREAS,** we recognize the many valuable contributions made by the Town of Windsor and Capitol Region Council of Government planning staffs and extend our appreciation for their continued commitment to public service for the greater good of the Town of Windsor and Capitol Region.

**NOW, THEREFORE, BE IT PROCLAIMED BY THE MAYOR OF WINDSOR THAT:**

The month of October 2018 is hereby designated as **Community Planning Month** in the Town of Windsor in conjunction with the celebration of National Community Planning Month.



A handwritten signature in black ink, appearing to read "Donald S. Trinks", is written over the printed name.


Donald S. Trinks  
Mayor of Windsor  
October 1, 2018

## Agenda Item Summary

Date: October 1, 2018

To: Honorable Mayor and Members of the Town Council

Prepared By: Amelia Bliss, Human Resources Director

Reviewed By: Peter Souza, Town Manager 

Subject: Amendments to job descriptions

### Background

The Town Clerk's office includes the unaffiliated, full-time positions of Town Clerk and Deputy Town Clerk. The Deputy Town Clerk position has recently become vacant due to a resignation. It is customary for town staff to review the job description when a position is vacated to ensure that the duties, education and experience requirements reflected in the job description align with the town's needs. Additionally, the Town Clerk job description was last updated in 2000, therefore it was reviewed by the Town Clerk and the Human Resources Director.

Sections related to "Supervisory Responsibilities" and "Competencies" have been added to the Town Clerk job description to conform to the town's current format. The "Physical Demands and Work Environment" sections have been updated for both positions to better align with the requirements of the position. Some terminology and duties have been updated to align with changes that have occurred over the years.

### Discussion/Analysis

#### ***Town Clerk***

The main duties of the Town Clerk position include performing routine and complex supervisory, administrative, and technical work in managing the town's record retention program, coordinating the regular duties of the Town Clerk's Office and serving as the Registrar of Vital Statistics.

The proposed changes are intended to more accurately reflect the duties of the position. A red-lined draft version showing the specific changes is attached. The most significant changes proposed to the job description are:

- Clarifying specific duties required of the position as the custodian of public records
- Adding the responsibility of Freedom of Information Liaison for the town
- Increasing the required experience from a minimum of three years to five years to be in keeping with the other positions in pay grade 9, as was determined in the classification and compensation study
- Adding knowledge and skill in the use of MS Office applications (Excel, Word, Outlook), and the Internet.

### *Deputy Town Clerk*

The main duties of the Deputy Town Clerk position include performing responsible administrative, technical and clerical work in managing the town's record retention program. The position maintains the town's automated land record system, acts as Town Clerk in the absence of the Town Clerk, and serves as Deputy Registrar of Vital Statistics.

The proposed changes are intended to more accurately reflect the duties of the position and are primarily edits for clarification purposes. A red-lined draft showing the specific changes is attached. The most significant changes proposed to the job description are:

- Updating some terminology for clarification and to reflect changes since the job description was last updated in 2013
- Adding knowledge and skill in the use of MS Office applications (Excel, Word, Outlook), and the Internet.

### Financial Impact

None

### Other Board Action

None

### Recommendations

If the Town Council is in agreement, the following motion is recommended for approval:

**“MOVE that the job descriptions for the positions of Town Clerk and Deputy Town Clerk be approved as presented.”**

### Attachments

Red-lined version of existing job descriptions

Amended job descriptions

# Town Clerk job description

Red-Lined  
version



# TOWN OF WINDSOR POSITION DESCRIPTION

**Job Title:** Town Clerk  
**Department:** Information Services  
**Reports To:** Town Manager  
**FLSA Status:** Exempt  
**Approved By:** Town Council  
**Approved Date:** ~~September 5, 2000~~

## GENERAL PURPOSE

Provides a variety of routine and complex supervisory, administrative, and technical work in managing the Town's record retention program, and coordinating the activities regular duties of the Town Clerk's Office. Serves as Registrar of Vital Statistics. Performs work in a manner consistent with the town's service excellence expectations.

## ESSENTIAL DUTIES AND RESPONSIBILITIES

- Coordinates, administers, supervises, and performs all regular functions of the Town Clerk's Office; evaluates public information and ~~corporate services~~ departmental needs and makes recommendations to Town Manager; formulates short and long range plans to meet needs in all areas of responsibility.
- Assures that assigned areas of responsibility are performed within budget; monitors revenues and expenditures in assigned area to assure sound fiscal control; prepares annual budget requests; assures effective and efficient use of budgeted funds, personnel, materials, facilities and time.
- ~~Facilitates~~ Supervises and coordinates staff ~~preparation of~~ work procedures, assignments, schedules and workload; studies and standardizes procedures to improve efficiency and effectiveness of operations; trains, ~~and~~ motivates and evaluates assigned staff; examines work for ~~exactness, accuracy neatness~~ and conformance to policies and procedures.
- Gathers, interprets and prepares data for studies, reports and recommendations; coordinates office activities with other Town departments and outside agencies as needed; communicates official plans, policies and procedures to staff and the general public in assigned area of responsibility;
- ~~s~~Swears in ~~t~~Town officials, board and commission members, notaries and administer oath of office to elected officials.
- Serves as custodian of official Town records and public documents; develops and implements a comprehensive records management policy for Town records and information stored on paper, computer network files, or other media; designs policy to standardize filing, protect and secure data, provide rapid retrieval and access, and to otherwise facilitate the effective and cost-efficient handling of Town records and information; coordinates and assists with the records management activities of other departments; develops and oversees the preservation of historical documents;
- ~~p~~Performs certification and recording for the Town as required on legal documents and other records; seals and attests by signature to ordinances, resolutions, contracts, easements, deeds, bonds or other documents requiring Town certification.
- Coordinates accurate recording, indexing and filing of all Town Council proceedings; files

ordinances and resolutions of the Town Council and oversees the codification of ordinances into the municipal code.;

- ~~prepares and advertises~~ Records and posts meeting notices, agendas and minutes in compliance with Freedom of Information Act; ~~prepares and publishes~~ requests for proposals, ~~and other~~ advertisements, and legal notices of public hearings and special meetings.
- Receives, records and documents land transactions, births, deaths, marriages, burial and disinterment permits ~~and other vital statistics~~; indexes land records; records veterans discharge papers.
- Maintains automated land record system by performing data entry and verification of all recordable real estate documents within statutory time limits. Resolves recording related problems to assure timely, accurate preparation of indexes.
- Receives and calculates recording fees and conveyance taxes for deed transfers, maps and surveys, trade name certificates, Notary Public appointments, liquor licenses, etc.; performs notary services; verifies accuracy of information including proper witnessing.
- ~~Assists~~ Collaborates with the Registrar of Voters; registers voters and issues voter registration cards; publishes election legal notices; issues absentee ballots; verifies names on petitions, prepares content of the ballot ~~distributes election supplies~~; directs and instructs poll workers; tabulates, ~~and~~ records and certifies election returns.
- Issues a variety of licenses and permits such as marriage licenses, dog licenses and sporting licenses.;
- ~~p~~Provides information on Town records and recording procedures to attorneys, title searchers and the public.;
- Receives the public and responds to and resolves customer problems and complaints; responds to inquiries from employees, citizens and others and refers them, when necessary, to appropriate persons; answers central telephone system.
- Balances cash register and maintains records of fee transactions; serves as cashier and posts monies to appropriate account
- Prepares and submits monthly and/or annual financial reports to various state agencies; remits funds collected by the department to the various state agencies.
- Researches and compiles information for submission of applications for grant funding.
- Prepares municipal bonding packages by reviewing and compiling the required legal documents.
- Serves as FOI liaison for the Town; assists staff members with FOIA compliance questions and issues. Serves as town agent for receiving and filing all claims against the town.
- Monitors information relating to legislative changes and adjusts the office procedures if necessary to assure compliance with the law.

## **ADDITIONAL DUTIES**

- ~~Accepts claims for damages and other legal papers served to the Town.~~
- Participates in meetings, seminars and training sessions; serves as a member of various employee and/or professional association committees; performs related work as required.
- Performs other work as required.

## **SUPERVISORY RESPONSIBILITIES**

Supervises and directs the work of the Deputy Town Clerk and other staff. Provides leadership and carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Is responsible for hiring and training, directing and monitoring work, appraising performance; motivating, rewarding, and disciplining employees; addressing complaints and resolving problems.

### **COMPETENCIES:**

To perform the job successfully, an individual should demonstrate the following competencies:

Innovative – Enjoys discovering new ways to expand or improve an operation or services to the town.

Leadership/Supervisory – Has natural abilities to motivate people to want to follow his/her lead. Capacity to articulate concepts related to the town clerk's office and convey an understanding of their value and importance to employees and the public. Effectively manages staff and volunteers, providing personalized coaching, project guidance and timely performance evaluations, feedback, disciplinary actions, and praise.

Technical – Ability to collect, measure, synthesize and analyze data; use computer technology to manage and coordinate and present the results in an appropriate way to different types of audiences.

Problem Solving - Identifies and resolves problems in a timely manner; gathers and analyzes information skillfully; exhibits sound and accurate judgment.

Interpersonal Skills – Tactful but firm. Is respectful with the ability to establish effective working relationships with staff, community organizations, local businesses, governmental agencies and the public. Ability to express ideas effectively in oral and written forms and has the ability to be innovative and receptive to new ideas. Listens to others without interrupting. Shows respect and sensitivity for differences.

Organizational Support - Follows policies and procedures; completes administrative tasks correctly and on time; supports organization's goals and values and is an effective team player.

Attendance/Punctuality - Is consistently at work and on time; ensures work responsibilities are covered when absent; arrives at meetings and appointments on time.

Quality Management - Demonstrates accuracy and thoroughness. Motivated to deliver on promised results.

### **DESIRED MINIMUM QUALIFICATIONS**

#### *Education and Experience*

- Master's degree in public administration, business, library science or a related field, with ~~three~~ five years of progressively responsible records management experience and some supervisory

- experience; or any equivalent combination of training and experience.
- ~~Any equivalent combination of training and experience.~~

#### *Necessary Knowledge, Skills and Abilities*

- Thorough knowledge of records management techniques, including legal requirements for recording, retention and disclosure; ~~good~~ knowledge of office procedures and practices; ~~working~~ knowledge of the principles and practices of modern public administration.
- Skill in operating listed tools and equipment including ability to type; good math skills with ability to calculate fees and make correct change.
- Considerable aAbility to learn related laws, regulations and procedures; considerable records management skills and ability; ~~considerable ability to pay~~ attention to detail; ~~considerable~~ ability to establish and maintain effective working relationships with other employees, customers and the general public; ~~good~~ ability to coordinate and facilitate work of an assigned staff; ~~good~~ ability to communicate effectively in oral verbally and in writing~~ten communications~~.
- Ability to handle and process high volume of paperwork accurately and efficiently and maintain complex file and record systems.
- Knowledge of or ability to learn election laws and processes.
- Knowledge and skill in the use of MS Office applications (Excel, Word, Outlook), and the Internet.

#### *Special Requirements*

- Certified Notary Public; ~~and Municipal Clerk, or ability to become certified.~~
- Ability to attain designation as Certified Town Clerk by the State of Connecticut.
- Ability to become certified as Registrar of Vital Statistics.
- Must have a valid driver's license or the ability to obtain one.

### **TOOLS AND EQUIPMENT USED**

Personal computer, including ~~word processing and~~ comprehensive database management software; multi-line phone ~~switchboard~~; copy machine; postage machine; fax machine; cash register.

### **PHYSICAL DEMANDS AND WORK ENVIRONMENT**

*The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- Must be able to sit and stand at work station for extended periods of time. While performing the duties of this job, the employee is frequently required to communicate with others in person and over the telephone. Must have ability to bend, stoop lift, and climb a library ladder in order to retrieve and replace heavy books and documents from shelves. Must be able to enter information into the computer and maintain manual records. ~~While performing the duties of this job, the employee is frequently required to sit and/or stand for~~

~~prolonged periods of time, talk and hear. The employee is occasionally required to walk; use hands to finger, handle, or operate objects, tools or controls; and reach with hands and arms.~~

- The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.
- Work is performed in an office setting. The noise level in the work environment is usually quiet with background sounds from customers, coworkers, and office machines. ~~The~~ Occasionally the work environment is moderately noisy and may have continuous interruptions, ~~background noises and~~ The work requires demanding frequent deadlines.

*The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility. The description does not constitute an employment agreement between the Town of Windsor and the employee and is subject to change by the Town as the needs of the Town and requirements of the job change.*

# Town Clerk amended job description

# **TOWN OF WINDSOR POSITION DESCRIPTION**

**Job Title:** Town Clerk  
**Department:** Information Services  
**Reports To:** Town Manager  
**FLSA Status:** Exempt  
**Approved By:** Town Council  
**Approved Date:**

## **GENERAL PURPOSE**

Provides a variety of routine and complex supervisory, administrative, and technical work in managing the Town's record retention program, and coordinating the regular duties of the Town Clerk's Office. Serves as Registrar of Vital Statistics. Performs work in a manner consistent with the town's service excellence expectations.

## **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Coordinates, administers, supervises, and performs all regular functions of the Town Clerk's Office; evaluates public information and departmental needs and makes recommendations to Town Manager; formulates short and long range plans to meet needs in all areas of responsibility.
- Assures that assigned areas of responsibility are performed within budget; monitors revenues and expenditures in assigned area to assure sound fiscal control; prepares annual budget requests; assures effective and efficient use of budgeted funds, personnel, materials, facilities and time.
- Supervises and coordinates staff work procedures, assignments, schedules and workload; studies and standardizes procedures to improve efficiency and effectiveness of operations; trains, motivates and evaluates assigned staff; examines work for , accuracy and conformance to policies and procedures.
- Gathers, interprets and prepares data for studies, reports and recommendations; coordinates office activities with other Town departments and outside agencies as needed; communicates official plans, policies and procedures to staff and the general public in assigned area of responsibility.
- Swears in town officials, board and commission members, notaries and administer oath of office to elected officials.
- Serves as custodian of official Town records and public documents; develops and implements a comprehensive records management policy for Town records and information stored on paper, computer network files, or other media; designs policy to standardize filing, protect and secure data, provide rapid retrieval and access, and to otherwise facilitate the effective and cost-efficient handling of Town records and information; coordinates and assists with the records management activities of other departments; develops and oversees the preservation of historical documents;
- Performs certification and recording for the Town as required on legal documents and other records; seals and attests by signature to ordinances, resolutions, contracts, easements, deeds, bonds or other documents requiring Town certification.
- Coordinates accurate recording, indexing and filing of all Town Council proceedings; files

ordinances and resolutions of the Town Council and oversees the codification of ordinances into the municipal code.

- Records and posts meeting notices, agendas and minutes in compliance with Freedom of Information Act; prepares and publishes requests for proposals, advertisements, and legal notices of public hearings and special meetings.
- Receives, records and documents land transactions, births, deaths, marriages, burial and disinterment permits; indexes land records; records veterans discharge papers.
- Maintains automated land record system by performing data entry and verification of all recordable real estate documents within statutory time limits. Resolves recording related problems to assure timely, accurate preparation of indexes.
- Receives and calculates recording fees and conveyance taxes for deed transfers, maps and surveys, trade name certificates, Notary Public appointments, liquor licenses, etc.; performs notary services; verifies accuracy of information including proper witnessing.
- Collaborates with the Registrar of Voters; registers voters and issues voter registration cards; publishes election legal notices; issues absentee ballots; verifies names on petitions, prepares content of the ballot ; directs and instructs poll workers; tabulates, records and certifies election returns.
- Issues a variety of licenses and permits such as marriage licenses, dog licenses and sporting licenses.
- Provides information on Town records and recording procedures to attorneys, title searchers and the public.
- Receives the public and responds to and resolves customer problems and complaints; responds to inquiries from employees, citizens and others and refers them, when necessary, to appropriate persons; answers central telephone system.
- Balances cash register and maintains records of fee transactions; serves as cashier and posts monies to appropriate account
- Prepares and submits monthly and/or annual financial reports to various state agencies; remits funds collected by the department to the various state agencies.
- Researches and compiles information for submission of applications for grant funding.
- Prepares municipal bonding packages by reviewing and compiling the required legal documents.
- Serves as FOI liaison for the Town; assists staff members with FOIA compliance questions and issues. Serves as town agent for receiving and filing all claims against the town.
- Monitors information relating to legislative changes and adjusts the office procedures if necessary to assure compliance with the law.

#### **ADDITIONAL DUTIES**

- 
- Participates in meetings, seminars and training sessions; serves as a member of various employee and/or professional association committees; performs related work as required.
- Performs other work as required.



## **SUPERVISORY RESPONSIBILITIES**

Supervises and directs the work of the Deputy Town Clerk and other staff. Provides leadership and carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Is responsible for hiring and training, directing and monitoring work, appraising performance; motivating, rewarding, and disciplining employees; addressing complaints and resolving problems.

## **COMPETENCIES:**

To perform the job successfully, an individual should demonstrate the following competencies:

Innovative – Enjoys discovering new ways to expand or improve an operation or services to the town.

Leadership/Supervisory – Has natural abilities to motivate people to want to follow his/her lead. Capacity to articulate concepts related to the town clerk's office and convey an understanding of their value and importance to employees and the public. Effectively manages staff and volunteers, providing personalized coaching, project guidance and timely performance evaluations, feedback, disciplinary actions, and praise.

Technical – Ability to collect, measure, synthesize and analyze data; use computer technology to manage and coordinate and present the results in an appropriate way to different types of audiences.

Problem Solving - Identifies and resolves problems in a timely manner; gathers and analyzes information skillfully; exhibits sound and accurate judgment.

Interpersonal Skills – Tactful but firm. Is respectful with the ability to establish effective working relationships with staff, community organizations, local businesses, governmental agencies and the public. Ability to express ideas effectively in oral and written forms and has the ability to be innovative and receptive to new ideas. Listens to others without interrupting. Shows respect and sensitivity for differences.

Organizational Support - Follows policies and procedures; completes administrative tasks correctly and on time; supports organization's goals and values and is an effective team player.

Attendance/Punctuality - Is consistently at work and on time; ensures work responsibilities are covered when absent; arrives at meetings and appointments on time.

Quality Management - Demonstrates accuracy and thoroughness. Motivated to deliver on promised results.

## **DESIRED MINIMUM QUALIFICATIONS**

### *Education and Experience*

- Master's degree in public administration, business, library science or a related field, with five

years of progressively responsible records management experience and some supervisory experience; or any equivalent combination of training and experience.

- 

#### *Necessary Knowledge, Skills and Abilities*

- Thorough knowledge of records management techniques, including legal requirements for recording, retention and disclosure; knowledge of office procedures and practices; knowledge of the principles and practices of modern public administration.
- Skill in operating listed tools and equipment including ability to type; good math skills with ability to calculate fees and make correct change
- Ability to learn related laws, regulations and procedures; considerable records management skills and ; attention to detail; ability to establish and maintain effective working relationships with other employees, customers and the general public; ability to coordinate and facilitate work of an assigned staff; ability to communicate effectively verbally and in writing.
- Ability to handle and process high volume of paperwork accurately and efficiently and maintain complex file and record systems.
- Knowledge of or ability to learn election laws and processes.
- Knowledge and skill in the use of MS Office applications (Excel, Word, Outlook), and the Internet.

#### *Special Requirements*

- Certified Notary Public.
- Ability to attain designation as Certified Town Clerk by the State of Connecticut.
- Ability to become certified as Registrar of Vital Statistics.
- Must have a valid driver's license or the ability to obtain one.

### **TOOLS AND EQUIPMENT USED**

Personal computer, including comprehensive database management software; multi-line phone; copy machine; postage machine; fax machine; cash register.

### **PHYSICAL DEMANDS AND WORK ENVIRONMENT**

*The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

- Must be able to sit and stand at work station for extended periods of time. While performing the duties of this job, the employee is frequently required to communicate with others in person and over the telephone. Must have ability to bend, stoop lift, and climb a library ladder in order to retrieve and replace heavy books and documents from shelves. Must be able to enter information into the computer and maintain manual records.
- The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

- Work is performed in an office setting. The noise level in the work environment is usually quiet with background sounds from customers, coworkers, and office machines. Occasionally the work environment is moderately noisy and may have continuous interruptions,. The work requires frequent deadlines.

*The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility. The description does not constitute an employment agreement between the Town of Windsor and the employee and is subject to change by the Town as the needs of the Town and requirements of the job change.*

# Deputy Town Clerk job description

Red-Lined  
version

## TOWN OF WINDSOR POSITION DESCRIPTION

**Job Title:** Deputy Town Clerk  
**Department:** Information Services  
**Reports To:** Town Clerk  
**FLSA Status:** Exempt  
**Prepared By:** Human Resources  
**Approved By:** Town Council  
**Approved Date:** ~~November 4, 2013~~

### GENERAL PURPOSE

Performs responsible administrative, technical and clerical work in managing the Town's record retention program, and in performing the regular duties of the Town Clerk's Office. Acts as Town Clerk in the absence of the Town Clerk. Serves as Deputy Registrar of Vital Statistics. Performs work in a manner consistent with the town's service excellence expectations.

### ESSENTIAL JOB FUNCTIONS

- Administers and performs all regular functions of the Town Clerk's Office; examines work for ~~exactness~~ accuracy; ~~neatness~~ and conformance ~~to~~ with policies and procedures.
- Maintains automated land record system by performing data entry and verification of all recordable real estate documents within statutory time limits. Resolves recording related problems to assure timely, accurate preparation of indexes.
- Receives, records, and documents, births, deaths, marriages, other vital statistics and official minutes of boards, commissions and other town meetings; records veterans discharge papers.
- Receives and calculates recording fees and conveyance taxes for deed transfers, maps and surveys, trade name certificates, Notary Public appointments, liquor licenses, etc.; performs notary services; verifies accuracy of information, including proper witnessing.
- Registers voters and issues voter ~~registration~~ identification cards; assists with election information and election legal notices; issues absentee ballots, assists in tabulating election results and maintains records for same.
- Issues a variety of licenses and permits such as marriage licenses, dog licenses and sporting licenses.
- Balances cash register and maintains records of fee transactions; serves as cashier and posts monies to appropriate accounts.
- Provides information on Town records and recording procedures to attorneys, title searchers and the public, and assists in resolving customer problems and complaints.
- Compiles a variety of information and prepares necessary reports for review by Town Clerk; including but not limited to weekly conveyance fee and monthly vital records, marriage licenses, land reconciliation, and fish and game license reports required by the state; operates a variety of standard and specialized office machines.
- Develops and implements a comprehensive records management policy for Town records and information stored on paper, computer network files, or other media; designs policy to standardize filing, protect and secure data, provide rapid retrieval and access, and to otherwise facilitate the effective and cost-efficient handling of Town records and

information; coordinates and assists with the records management activities of other departments.

- ~~Receives the public and [answers central telephone system](#); answers questions; responds to inquiries from employees, citizens and others and refers them, when necessary, to appropriate persons;~~ ~~[answers central telephone system](#).~~
- Administers oaths to elected and appointed officials.
- Oversees the processing of and response to daily mail requests for land records, vital records, and miscellaneous correspondence.
- Orders, maintains, and authorizes the purchasing of office supplies and an inventory of applications and forms.
- [Researches and compiles information for submission of applications for grant funding.](#)
- [Promotes the town and department by assisting the Town Clerk with developing presentations for citizens, students and civic organizations.](#)

### **ADDITIONAL JOB FUNCTIONS**

- Provides backup to related positions; assists in training new employees and provides feedback; may assign work to part time or temporary employees and checks work for completeness and accuracy.
- Participates in meetings, seminars and training sessions; serves as a member of various employee committees.
- Assists in the preparation of annual report and annual budget requests.
- Monitors information relating to legislative changes and adjusts the office procedures if necessary to assure compliance with the law.
- Maintains and updates the Town Clerk's pages on the town's official website.
- Performs related work as required.

### **COMPETENCIES:**

To perform the job successfully, an individual should demonstrate the following competencies:

**Problem Solving** - Identifies and resolves problems in a timely manner; gathers and analyzes information skillfully; exhibits sound and accurate judgment.

**Interpersonal Skills** - Is respectful with the ability to establish effective working relationships with staff, community organizations, governmental agencies and the public. Ability to express ideas effectively in oral and written forms and has the ability to be innovative and receptive to new ideas. Listens to others without interrupting. Shows respect and sensitivity for cultural differences.

**Organizational Support** - Follows policies and procedures; completes administrative tasks correctly and on time; supports organization's goals and values; [and is an effective team player.](#)

**Customer Service** - Manages difficult or emotional customer situations; Responds promptly to customer needs; Responds to requests for service and assistance with tact, fairness, respect and sensitivity; Meets commitments.

Attendance/Punctuality - Is consistently at work and on time; ensures work responsibilities are covered when absent; arrives at meetings and appointments on time.

Quality Management - Demonstrates accuracy and thoroughness.

Quantity - Meets productivity standards; Completes work in timely manner and uses time efficiently.

## **DESIRED MINIMUM QUALIFICATIONS**

### *Education and Experience*

- Bachelor's degree in public administration, business, library science or a related field, with one year of records management experience; or
- Any equivalent combination of education and experience.

### *Necessary Knowledge, Skills and Abilities*

- Thorough knowledge of records management techniques, including legal requirements for recording, retention and disclosure; ~~good~~ knowledge of office procedures and practices; ability to handle frequent interruptions and specific deadlines.
- Skill in operating listed tools and equipment including ability to type 40 words per minute; strong attention to detail; good math skills with ability to calculate fees, count money -and make correct change;
- ~~Thorough a~~Ability to understand and follow complex written and oral instructions; ability to learn related laws, regulations and procedures; considerable records management ability; ability to establish and maintain effective working relationships with other employees, customers and the general public; ability to effectively communicate verbally and in writing; good business math and reasoning skills.
- Knowledge and skill in the use of MS Office applications (Excel, Word, Outlook), and the Internet; ~~spreadsheet, word processing, and database software, and email.~~
- Knowledge of election laws and processes.
- Sufficient knowledge of the community to serve the public.

### *Special Requirements*

- ~~Certified~~ Notary Public Commission through the State of Connecticut.
- Ability to attain designation as Certified Town Clerk by the State of Connecticut within 4 years. ~~and Municipal Clerk, or ability to become certified.~~
- Ability to become certified as Deputy Registrar of Vital Statistics.

## **TOOLS AND EQUIPMENT USED**

Personal computer including comprehensive database management software, multi-line phone system; copy machine; postage machine; fax machine; cash register; typewriter.

## **PHYSICAL DEMANDS AND WORK ENVIRONMENT**

*The physical demands and work environment characteristics described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

Must be able to sit and stand at work station for extended periods of time. While performing the duties of this job, the employee is frequently required to communicate with others in person and over the telephone. Must have ability to bend, stoop lift, and climb a library ladder in order to retrieve and replace heavy books and documents from shelves. Must be able to enter information into the computer and maintain manual records. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and ability to adjust focus in order to inspect documents, read written instructions, and see when customers arrive.

Work is performed in an office setting. The noise level in the work environment is usually quiet with background sounds from customers, coworkers, and office machines. Occasionally the work environment is moderately noisy and may have interruptions. The work requires frequent deadlines.

*The above description is illustrative of tasks and responsibilities. It is not meant to be all-inclusive of every task or responsibility. The description does not constitute an employment agreement between the Town of Windsor and the employee and is subject to change by the Town as the needs of the Town and requirements of the job change.*



Deputy Town Clerk  
amended  
job description

## **TOWN OF WINDSOR POSITION DESCRIPTION**

**Job Title:** Deputy Town Clerk  
**Department:** Information Services  
**Reports To:** Town Clerk  
**FLSA Status:** Exempt  
**Prepared By:** Human Resources  
**Approved By:** Town Council  
**Approved Date:**

### **GENERAL PURPOSE**

Performs responsible administrative, technical and clerical work in managing the Town's record retention program, and in performing the regular duties of the Town Clerk's Office. Acts as Town Clerk in the absence of the Town Clerk. Serves as Deputy Registrar of Vital Statistics. Performs work in a manner consistent with the town's service excellence expectations.

### **ESSENTIAL JOB FUNCTIONS**

- Administers and performs all regular functions of the Town Clerk's Office; examines work for accuracy and conformance with policies and procedures.
- Maintains automated land record system by performing data entry and verification of all recordable real estate documents within statutory time limits. Resolves recording related problems to assure timely, accurate preparation of indexes.
- Receives, records, and documents, births, deaths, marriages, other vital statistics and official minutes of boards, commissions and other town meetings; records veterans discharge papers.
- Receives and calculates recording fees and conveyance taxes for deed transfers, maps and surveys, trade name certificates, Notary Public appointments, liquor licenses, etc.; performs notary services; verifies accuracy of information, including proper witnessing.
- Registers voters and issues voter identification cards; assists with election information and election legal notices; issues absentee ballots, assists in tabulating election results and maintains records for same.
- Issues a variety of licenses and permits such as marriage licenses, dog licenses and sporting licenses.
- Balances cash register and maintains records of fee transactions; serves as cashier and posts monies to appropriate accounts.
- Provides information on Town records and recording procedures to attorneys, title searchers and the public, and assists in resolving customer problems and complaints.
- Compiles a variety of information and prepares necessary reports for review by Town Clerk; including but not limited to weekly conveyance fee and monthly vital records, marriage licenses, land reconciliation, and fish and game license reports required by the state; operates a variety of standard and specialized office machines.
- Develops and implements a comprehensive records management policy for Town records and information stored on paper, computer network files, or other media; designs policy to standardize filing, protect and secure data, provide rapid retrieval and access, and to otherwise facilitate the effective and cost-efficient handling of Town records and

information; coordinates and assists with the records management activities of other departments.

- Receives the public and answers central telephone system; answers questions; responds to inquiries from employees, citizens and others and refers them, when necessary, to appropriate persons. Administers oaths to elected and appointed officials.
- Oversees the processing of and response to daily mail requests for land records, vital records, and miscellaneous correspondence.
- Orders, maintains, and authorizes the purchasing of office supplies and an inventory of applications and forms.
- Researches and compiles information for submission of applications for grant funding.
- Promotes the town and department by assisting the Town Clerk with developing presentations for citizens, students and civic organizations.

### **ADDITIONAL JOB FUNCTIONS**

- Provides backup to related positions; assists in training new employees and provides feedback; may assign work to part time or temporary employees and checks work for completeness and accuracy.
- Participates in meetings, seminars and training sessions; serves as a member of various employee committees.
- Assists in the preparation of annual report and annual budget requests.
- Monitors information relating to legislative changes and adjusts the office procedures if necessary to assure compliance with the law.
- Maintains and updates the Town Clerk's pages on the town's official website.
- Performs related work as required.

### **COMPETENCIES:**

To perform the job successfully, an individual should demonstrate the following competencies:

**Problem Solving** - Identifies and resolves problems in a timely manner; gathers and analyzes information skillfully; exhibits sound and accurate judgment.

**Interpersonal Skills** - Is respectful with the ability to establish effective working relationships with staff, community organizations, governmental agencies and the public. Ability to express ideas effectively in oral and written forms and has the ability to be innovative and receptive to new ideas. Listens to others without interrupting. Shows respect and sensitivity for cultural differences.

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## Agenda Item Summary

Date: October 1, 2018

To: Honorable Mayor and Members of the Town Council

Prepared By: Peter Souza, Town Manager 

Subject: Train Station and Freight House Lease Renewals with Art Center

### Background

The Windsor Art Center has been operating out of the historic Freight House since 2008 and began leasing the Train Station for art studios and class space in the spring of 2013. The Art Center has been successful in producing a wide range of exhibits and performances as well as sub-leasing studio space in the Train Station. The Windsor Art Center estimates they have had over 4,500 visitors to the Art Center and studios during the past two years. They have hosted or sponsored dozens of visual art exhibitions, with many attracting between 300 and 600 visitors per exhibition. Artists have had open studio events through the year. This has helped meet one of the Town Council's primary objectives of bringing visitors to town center to help increase the center's vitality. The Art Center's efforts have also helped to promote and foster the arts in the community.

### Discussion/Analysis

The Town Council is requested to consider renewing the lease agreements for use of the Train Station and the Freight House. The key elements of each lease are outlined below.

#### *Freight House*

- Three year term expiring October 31, 2021
- First year payment is \$580 per month with a 3% increase each subsequent year
- Art Center continues to pay a pro-rated amount of the building utility costs based on days used
- Maintain a mix of weekend and evening hours
- Town is responsible for building repairs and maintenance of public restrooms

#### *Train Station*

- Three year term expiring October 31, 2021
- First year payment is \$1,000 per month with \$150 increases in each subsequent year
- Art Center pays the building utility costs
- Town is responsible for building repairs and maintenance of public restrooms

In the past few years the Art Center has been able to meet the monthly obligations for the Freight House and the rent for the Train Station. They have not been able to, on a regular basis, meet the full monthly utility expenses related to the Train Station. At this time, it is proposed that the monthly rent be modified from the current level of \$1,298 to \$1,000 for year 1. Then the monthly amount would be increased by \$150 in each of the subsequent years. This modification will allow the Art Center to better meet the Train Station utility costs, which average \$775 per month. As existing sub-leases with artists expire, the Art Center has stated they will be incrementally increasing the lease amounts to help pay for the utilities.

### Financial Impact

Revenue received from the Art Center is deposited into a segregated non general fund account that is used to pay current and long-term maintenance and replacement costs for both facilities. Other than staff oversight, there are no General Fund dollars expended on repairs to the two buildings.

The town is slated to receive \$20,000 in lease payments for both buildings in FY 2019 per the proposed lease renewal terms. The Art Center pays all of the utility costs for the Train Station and a prorated portion of the utilities at the Freight House. These payments are projected to be approximately \$11,700 in FY 2018 per the proposed lease agreement.

We anticipate expending approximately \$30,000 from the segregated or dedicated account during FY 2019 to cover our portion of the Freight House utilities, service contracts, and minor repairs to mechanical systems and building exteriors. Based on expected revenue from the Art Center and our forecasted expenditures, it is projected that the account balance would be approximately \$37,000 at the end of this fiscal year. In the next 3 to 4 years, staff forecasts that maintenance activities such as exterior wood and brick repair / repainting, and HVAC equipment replacement will need to take place on the buildings.

Other Board Action

None

Recommendations

If the Town Council is in agreement, that the following motion is recommended for approval:

**"MOVE to approve the renewal of lease agreements, as presented, with the Windsor Art Center for use of the Freight House, located at 40 Mechanic Street, and the Train Station, located at 35 Central Street."**

Attachments

Freight House Lease Agreement

Train Station Lease Agreement

Freight House Lease  
(40 Mechanic Street)

Red-lined  
version



## USE AGREEMENT FOR THE WINDSOR FREIGHT HOUSE

### PROPOSED

This use agreement is made between the Town of Windsor, a municipal corporation having its territorial limits within the County of Hartford in the State of Connecticut, ("Lessor"), and the Windsor Arts Center, Inc. (Lessee).

Lessee hereby offers to lease from the Lessor the premises situated in the Town of Windsor, County of Hartford, State of Connecticut, described as The Freight House, located at 40 Mechanic Street in Windsor, with a floor area of approximately 2,372 square feet, and the parcel of land upon which that structure resides (The Premises), upon the following Terms and Conditions:

- 1. Term and Rent.** Lessor demises the premises for a term commencing on ~~December 1, 2013~~ November 1, 2018 and terminating ~~May 31, 2018~~ October 31, 2021 or sooner as provided herein. In consideration of said lease, Lessee covenants and agrees to pay to Lessor for the possession and use of said Property a monthly rental of ~~\$500~~ \$580 per month beginning ~~December 1, 2013~~ November 1, 2018 through the end of ~~May 2014~~ October 31, 2019. Starting ~~June 2014~~ November 1, 2019, and each ~~June~~ November 1st thereafter, the monthly rent amount shall increase by 3%. All payments will be made payable to the Lessor, at the address specified. Lessee has the right to terminate said agreement upon 30 days written notice.
- 2. Use.** Lessee shall use and occupy the premises as a temporary cultural arts center offering visual art exhibits, small performing arts events related classes and programs. Lessor represents that the Premises may lawfully be used for such purpose. Lessor acknowledges that the Lessee will be permitted to sublease a portion of the building to a separate tenant for similar or compatible use, subject to Lessor's written consent. Any cost associated to the sublease arrangement, including but not limited to subdivision of the interior spaces, will be the responsibility of the Lessee. The Lessee agrees to present a series of exhibitions throughout the year, generally about one month in length, except not required to do so in July and August, and at a minimum have public hours on Thursday evenings (open until at least ~~8:30~~ 8:00 p.m.) as well as on the weekends during exhibit periods.

The Lessor shall with approval of the Lessee have the right to utilize the building for up to three separate events. Any costs associated with these events will be the responsibility of the Lessor.
- 3. Care and Maintenance of Premises.** Lessee acknowledges that the Premises are in good order and repair, unless otherwise indicated below. Lessor will be responsible for the routine exterior building and grounds maintenance, snow removal, security and fire alarm protection, as well as normal HVAC routine maintenance contracts and the cleaning of the restrooms and common area at the south end of the building. Lessee will be responsible for the routine interior cleaning and maintenance, not including the restrooms, and common area at the south end of the building.

4. **Parking.** Public parking areas to the north and south of the Freight House will be used by the Lessee for parking, and it is understood that this parking area is shared with the general public ~~using the train and bus services.~~
5. **Alterations.** Subject to Lessor's written consent, Lessee will be permitted to make interior alterations and/or improvements for its intended operations. Any cost associated to such alterations and/or improvements will be the Lessee's responsibility. No exterior alteration shall be permitted. All permanent improvements shall become the property of the Lessor. Neither the tenant nor anyone acting through the tenant shall have the right to assert any mechanic's lien against the subject property or the Master Lease between the Town of Windsor, National Railroad Passenger Corporation and the Greater Hartford Transit District.
6. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Lessee.
7. **Utilities.** Lessor shall maintain utilities in its name and the Lessee shall be responsible for reimbursing the Lessor for electric and natural gas bills associated to its use of the leased premises on a prorated daily basis. Lessee is responsible for keeping a log of the use of the building to calculate the amount of reimbursement. Reimbursement to the lessor is due by the 15th of each month for the previous month's occupancy. (See Exhibit ~~B~~-A.)
8. **Taxes:** Lessee shall be responsible for all applicable taxes related to its operations and its use of the premises.
9. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the Premises any usual "To Let", "For Lease" signs, and persons desiring to lease the same to inspect the Premises thereafter.
10. **Commercial General Liability Insurance.** N/A
11. **Property Insurance.** N/A
12. **Indemnification.** N/A
13. **Lessor's Remedies on Default.** If Lessee defaults in the payment of rent, or any additional rent or defaults in any other covenants or conditions hereof, Lessor may terminate this Lease and end the tenancy by giving the Lessee thirty (30) days advance written notice of same. In said event all rights of the Lessee shall terminate and the Lessee shall vacate the premises with sixty (60) days of said notice. In the event that the Lessor has to bring legal proceedings to obtain possession of the Premises, all costs of those proceedings including a reasonable attorneys's fee incurred by the Lessor shall

be paid by the Lessee. During any period in which the Lessee is in default, all rights of the Lessee as expressed herein shall terminate.

14. **Option to Renew.** Provided that Lessee is not in default in the performance of this lease, the Lessee may, ~~six (6)~~ three (3) months prior to expiration of this lease, request an extension. The lease may be renegotiated as part of any extension request. Renewal or extension is at the sole discretion of the Lessor.
15. **Heirs, assigns, and Successors.** This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.
16. **Laws.** Lessee will comply with all laws and regulations regarding the Premises. Lessee also will not willfully permit others to violate any laws or regulations on the Premises. Lessee will pay Lessor the amount of any fines or penalties that it has to pay because Lessee or any others violated any laws or regulations on the Premises.
17. **Assignment.** Lessee may not assign agreement without the consent of the Lessor.
18. **Condemnation.** If any part of the building is condemned, Lessor shall have the right to cancel the lease. Lessor will give the Lessee notice within 15 days of the condemnation. The Lease will end on the date that Lessor gives its said notice. Lessee will not be entitled to any payment from the government because of such condemnation except moving expenses. All other payments from the government because of such condemnation will be paid to the Lessor.
19. **Notices.** Any notice which either party may, or is required to give, shall be given by mailing the same, postage prepaid, to the Lessee at the Premises, or Lessor at the address shown below, or at such other places as may be designated by the parties from time to time.
20. **Separate Provisions.** If any provision of this lease is invalid or unenforceable, the other provisions of this lease will still apply.
21. **Recording.** This Lease may not be recorded on the Land Records and, if recorded, shall not constitute an encumbrance. Lessor may unilaterally release from the Land Records any lease in violation of this provision.
22. **Sale of Property.** If the property owner, National Railroad Passenger Corporation, sells the Property, Lessor shall not have further liability to Lessee under this lease for any event that happens after Lessee receives written notice that Lessor has sold the property. Any sale of the property by Lessor shall be subject to this lease.
23. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following exhibits, if any, have been made a part of this lease before parties. ~~Execution hereof~~ Exhibit A describes the ~~existing condition of the Premises~~ prorated utility model. Anything to the contrary notwithstanding, this lease shall be subordinate to and subject to all terms and

conditions of the Master Lease between the Town of Windsor, National Railroad Passenger Corporation and the Greater Hartford Transit District.

Signed this \_\_\_\_ day of \_\_\_\_ 20148.

**Lessee:**

Windsor Arts Center, Inc.  
~~Wayne Dombrowski~~  
40 Mechanic Street  
Windsor, CT 06095

By: \_\_\_\_\_

Willa Nemetz

President or Designee  
Duly Authorized

**Lessor:**

Windsor Town Hall  
275 Broad Street  
Windsor, CT 06095

By: \_\_\_\_\_

Peter Souza  
Town Manager or Designee  
Duly Authorized

EXHIBIT ~~B~~-A

PRORATED UTILITY MODEL

Utility cost for July 20~~06~~17 through June 20~~07~~18

Electric	<del>\$3,357</del>	<u>\$5,179</u>
Gas	<del>\$2,585</del>	<u>\$2,525</u>
Water		<u>\$300</u>
Total	<del>\$5,522</del>	<u>\$8,064</u>

Utility cost per day

~~\$5,522~~\$8,064 divided by 365 days = ~~\$15~~\$22 /day

Arts Center Usage

Estimated days per month equal ~~12~~14 days (~~33.5~~ days/week times 4 weeks)

Estimated days over lease period equal ~~144~~124 days (9 months times ~~16~~14 days/month)

Estimated Cost to Arts Center

~~144~~124 days times ~~\$15~~\$22 per day equals ~~\$2,160~~\$2,728

Freight House Lease  
(40 Mechanic Street)

Proposed  
Lease

## USE AGREEMENT FOR THE WINDSOR FREIGHT HOUSE

### PROPOSED

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- 1. Term and Rent.** Lessor demises the premises for a term commencing on November 1, 2018 and terminating October 31, 2021 or sooner as provided herein. In consideration of said lease, Lessee covenants and agrees to pay to Lessor for the possession and use of said Property a monthly rental of \$580 per month beginning November 1, 2018 through the end of October 31, 2019. Starting November 1, 2019, and each November 1st thereafter, the monthly rent amount shall increase by 3%. All payments will be made payable to the Lessor, at the address specified. Lessee has the right to terminate said agreement upon 30 days written notice.
- 2. Use.** Lessee shall use and occupy the premises as a temporary cultural arts center offering visual art exhibits, small performing arts events, related classes and programs. Lessor represents that the Premises may lawfully be used for such purpose. Lessor acknowledges that the Lessee will be permitted to sublease a portion of the building to a separate tenant for similar or compatible use, subject to Lessor's written consent. Any cost associated to the sublease arrangement, including but not limited to subdivision of the interior spaces, will be the responsibility of the Lessee. The Lessee agrees to present a series of exhibitions throughout the year, generally about one month in length, except not required to do so in July and August, and at a minimum have public hours on Thursday evenings (open until at least 8:00 p.m.) as well as on the weekends during exhibit periods.

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6. **Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Lessee.
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8. **Taxes:** Lessee shall be responsible for all applicable taxes related to its operations and its use of the premises.
9. **Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the Premises any usual "To Let", "For Lease" signs, and persons desiring to lease the same to inspect the Premises thereafter.
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23. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following exhibits, if any, have been made a part of this lease before parties. Exhibit A describes the prorated utility model. Anything to the contrary notwithstanding, this lease shall be subordinate to and subject to all terms and conditions of the Master Lease between the

Town of Windsor, National Railroad Passenger Corporation and the Greater Hartford Transit District.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

**Lessee:**

Windsor Arts Center, Inc.  
40 Mechanic Street  
Windsor, CT 06095

By: \_\_\_\_\_  
Willa Nemetz  
President or Designee  
Duly Authorized

**Lessor:**

Windsor Town Hall  
275 Broad Street  
Windsor, CT 06095

By: \_\_\_\_\_  
Peter Souza  
Town Manager or Designee  
Duly Authorized

**EXHIBIT A**  
**PRORATED UTILITY MODEL**

Utility cost for July 2017 through June 2018

Electric	\$5,179
Gas	\$2,525
Water	\$300
Total	\$8,064

Utility cost per day

\$8,064 divided by 365 days = \$22 /day

Arts Center Usage

Estimated days per month equal 14 days (3.5 days/week times 4 weeks)

Estimated days over lease period equal 124 days (9 months times 14 days/month)

Estimated Cost to Arts Center

124 days times \$22 per day equals \$2,728

Train Station Lease  
(35 Central Street)

Red-lined  
version

**LEASE FOR THE WINDSOR TRAIN STATION**  
**35 Central Street**

PROPOSED

This sublease is made between the Town of Windsor, a municipal corporation having its territorial limits within the County of Hartford in the State of Connecticut, ("Sublessor"), and Windsor Art Center, Inc., ("Sublessee").

Sublessee hereby offers to lease from the Sublessor the premises situated in the Town of Windsor, County of Hartford, State of Connecticut, described as The Windsor Train Station, located at 35 Central Street in Windsor, with a first floor area of approximately 1,400 square feet, and a second floor area of approximately 1,410 square feet and the parcel of land upon which that structure resides (The Premises), upon the following Terms and Conditions:

1. **Term and Rent.** Sublessor demises the premises for a term of ~~five years (5)~~ three years (3), commencing on ~~May 1, 2013~~ November 1, 2018 and terminating ~~April 30, 2018~~ October 31, 2021 or sooner as provided herein. In consideration of said lease, Sublessee covenants and agrees to pay to Sublessor for the possession and use of said Property ~~an initial a~~ a monthly rental ~~amount of: \$1,200. Monthly rent payment will be forgiven through December 2013 if the leasee certifies to the Sublessor's satisfaction that they have made permanent improvements to the premises equal to or greater than \$8,400 in value (See "Exhibit A"). Monthly rent amount shall increase 2% annually starting May 1, 2014.~~ amount of:
  - Year 1: November 1, 2018 – October 31, 2021 - \$1,000
  - Year 2: November 1, 2018 – October 31, 2021 - \$1,150
  - Year 3: November 1, 2020 – October 31, 2021 - \$1,300

All payments will be made payable to the Sublessor, no later than the first business day of each month.

2. **Use.** Sublessee shall use and occupy the premises for artist studios, art displays, classroom / instructional space and related services. Sublessor represents that the Premises may lawfully be used for such purpose. Sublessor acknowledges that the Sublessee will be permitted to sublease a portion of the building to a separate tenant for similar or compatible use, subject to Sublessor's written consent. Any cost associated to the sublease arrangement, including but not limited to subdivision of the interior spaces, will be the responsibility of the Sublessee. The Sublessee agrees to forfeit space in the building in the event a portion of the building is required for transportation related activities or services of the National Railroad Passenger Corporation, Connecticut Department of Transportation, Greater Hartford Transit District or the Town of Windsor. Rent and utilities will be prorated based on remaining usable square footage.

3. **Care and Maintenance of Premises.** Sublessee acknowledges that the Premises are in good order and repair, unless otherwise indicated below: (List of the items require repair)

Sublessor will be responsible for the routine exterior building and grounds maintenance, snow removal, security and fire alarm protection, and normal HVAC maintenance contracts including filter changes. Sublessee will be responsible for the routine interior cleaning and maintenance.

4. **Parking.** Parking area adjacent to the building (public spaces to the north, south and east of the Train Station and Freight House) will be used by the Sublessee for parking, and it is understood that this parking area is shared with the general public.

5. **Alterations.** Subject to Sublessor's written consent, Sublessee will be permitted to make interior alterations and/or improvements for its intended operations. Any cost associated to such alterations and/or improvements will be the Sublessee's responsibility. No exterior alteration shall be permitted. All improvements shall become the property of the Lessor. Neither the tenant or anyone acting through the tenant shall have the right to assert any mechanic's lien against the subject property or the Master Lease between the Town of Windsor, National Railroad Passenger Corporation and the Greater Hartford Transit District.

Should any lien be filed and not released or discharged, the Sublessor may at Sublessor's option (but without obligation to do so) pay or discharge such lien and may likewise pay any other charge or assessment which may come against the leased premises which the Sublessee is obligated hereunder to pay and which might otherwise become a lien on the leased premises. The Sublessee shall reimburse Sublessor for any payment made to discharge such lien or encumbrance within 10 days of receipt of a bill from the Sublessor together with all attorney's fees incurred by the Sublessor to discharge said lien. The Sublessee agrees to obtain mechanic lien waivers from any contractor performing labor or supplying materials for any alterations, improvements or other work on the subject premises prior to authorizing said work to begin.

6. **Ordinances and Statutes.** Sublessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Sublessee.
7. **Utilities.** Sublessee shall be responsible for utility bills associated to its use of the leased premises including exterior lighting.
8. **Taxes:** Sublessee shall be responsible for all applicable taxes related to its operations and its use of the premises.
9. **Entry and Inspection.** Sublessee shall permit Sublessor or Sublessor's agents to enter upon the Premises at reasonable times and upon reasonable notice, for

the purpose of inspecting the same, and will permit Sublessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the Premises any usual "To Let", "For Lease" signs, and persons desiring to lease the same to inspect the Premises thereafter.

10. **Commercial General Liability Insurance:** The Sublessee shall, prior to the commencement of this lease, furnish a Certificate of Insurance evidencing a Commercial General Liability policy with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage. The CGL shall be written on ISO occurrence form CG 0001 (or a substitution form providing equivalent coverage) and shall cover liability from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The Town of Windsor shall be included as an additional insured under the COL, using CO20 11 or a substitution providing equivalent coverage. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the Town of Windsor.
11. **Property Insurance.** The Sublessor shall maintain Commercial Property insurance policy with a limit equal to the full estimated replacement cost of the property insured. Sublessee may, at its option, purchase insurance to cover its personal property.
12. **Indemnification.** Except for the negligent acts of the Sublessor, its agents or employees, Sublessee shall indemnify Sublessor and hold Sublessor harmless from suits, actions, damages, liability and expense in connection with loss of life, personal injury or property damage arising from or out of any occurrence in, upon at or from the Premises or the occupancy or use by Sublessee of the Premises or occasioned wholly or in part by any act or omission by Sublessee of the Premises or occasioned wholly or in part by any act or omission by Sublessee, its agents, contractors, employees, servants, invitees, licensees or concessionaires, whether or not occurring or resulting in damage or injury within the premises.
13. **Lessor's Remedies on Default.** If Sublessee defaults in the payment of rent, or any additional rent or defaults in any other covenants or conditions hereof, Sublessor may terminate this Lease and end the tenancy by giving the Sublessee thirty (30) days advance written notice of same. In said event all rights of the Sublessee shall terminate and the Sublessee shall vacate the premises with sixty (60) days of said notice. In the event that the Sublessor has to bring legal proceedings to obtain possession of the premises, all costs of those proceedings including a reasonable attorneys's fee incurred by the Sublessor shall be paid by the Sublessee. During any period in which the Sublessee is in default, all rights of the Sublessee as expressed herein shall terminate.
14. **Option to Renew.** Provided that Sublessee is not in default in the performance of this lease, the Sublessee may, three (3) months prior to expiration of this

lease, request an extension. The lease may be renegotiated as part of any extension request. Renewal or extension is at the sole discretion of the Sublessor.

15. **Termination.** Sublessor may terminate lease in accord with section 13 as well as the Master Lease referenced in section 25 of this agreement. Sublessee may terminate lease with thirty (30) days notice. If Sublessee terminates lease, Sublessee is responsible for rent and utilities through the last day of occupancy.
16. **Heirs, assigns, and Successors.** This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.
17. **Laws.** Sublessee will comply with all laws and regulations regarding the Premises. Sublessee also will not willfully permit others to violate any laws or regulations on the Premises. Sublessee will pay Sublessor the amount of any fines or penalties that it has to pay because Sublessee or any others violated any laws or regulations in the Premises.
18. **Assignment.** Sublessee may not assign this lease without the consent of the Sublessor.
19. **Condemnation.** If any part of the building is condemned, Sublessor shall have the right to cancel the lease, Sublessor will give the Sublessee notice within 15 days of the condemnation. The Lease will end on the date that Sublessor gives its said notice. Sublessee will not be entitled to any payment from the government because such condemnation except moving expenses. All other payments from the government because of such condemnation will be paid to the Sublessor.
20. **Notices.** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to the Sublessee at the Premises, or Sublessor at the address shown below, or at such other places as may be designated by the parties from time to time.
21. **Separate Provisions.** If any provision of this lease is invalid or unenforceable, the other provisions of this lease will still apply.
22. **Recording.** This Lease may not be recorded on the Land Records and, if recorded, shall not constitute an encumbrance. Lessor may unilaterally release from the Land Records any lease in violation of this provision.
23. **Sale of Property.** If the Lessor sells the Property, Sublessor shall not have further liability to Sublessee under this lease for any event that happens after Sublessee receives written notice that Lessor has sold the property. Any sale of the property by Lessor shall not be subject to this lease.
24. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. ~~The~~



~~following exhibits, if any, have been made a part of this lease before parties; execution hereof: Exhibit A describes possible improvements to the Premises.~~

25. Anything to the contrary notwithstanding, this lease shall be subordinate to and subject to all terms and conditions of the Master Lease between the Town of Windsor, National Railroad Passenger Corporation and the Greater Hartford Transit District.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

**Sublessor:** Town of Windsor

**Sublessee:** Windsor Art Center, Inc

By: \_\_\_\_\_  
Peter Souza, Town Manager  
Duly Authorized

By: \_\_\_\_\_  
Willa Nemetz, President  
Duly Authorized

Town of Windsor  
275 Broad Street  
Windsor, CT 06095

Windsor Art Center  
40 Mechanic Street  
Windsor, CT 06095

Train Station Lease  
(35 Central Street)

Proposed  
Lease

**LEASE FOR THE WINDSOR TRAIN STATION**  
**35 Central Street**

PROPOSED

This sublease is made between the Town of Windsor, a municipal corporation having its territorial limits within the County of Hartford in the State of Connecticut, ("Sublessor"), and Windsor Art Center, Inc., ("Sublessee").

Sublessee hereby offers to lease from the Sublessor the premises situated in the Town of Windsor, County of Hartford, State of Connecticut, described as The Windsor Train Station, located at 35 Central Street in Windsor, with a first floor area of approximately 1,400 square feet, and a second floor area of approximately 1,410 square feet and the parcel of land upon which that structure resides (The Premises), upon the following Terms and Conditions:

1. **Term and Rent.** Sublessor demises the premises for a term of three years (3), commencing on November 1, 2018 and terminating October 31, 2021 or sooner as provided herein. In consideration of said lease, Sublessee covenants and agrees to pay to Sublessor for the possession and use of said Property a monthly rental amount of:
  - Year 1: November 1, 2018 – October 31, 2021 - \$1,000
  - Year 2: November 1, 2018 – October 31, 2021 - \$1,150
  - Year 3: November 1, 2020 – October 31, 2021 - \$1,300

All payments will be made payable to the Sublessor, no later than the first business day of each month.

2. **Use.** Sublessee shall use and occupy the premises for artist studios, art displays, classroom / instructional space and related services. Sublessor represents that the Premises may lawfully be used for such purpose. Sublessor acknowledges that the Sublessee will be permitted to sublease a portion of the building to a separate tenant for similar or compatible use, subject to Sublessor's written consent. Any cost associated to the sublease arrangement, including but not limited to subdivision of the interior spaces, will be the responsibility of the Sublessee. The Sublessee agrees to forfeit space in the building in the event a portion of the building is required for transportation related activities or services of the National Railroad Passenger Corporation, Connecticut Department of Transportation, Greater Hartford Transit District or the Town of Windsor. Rent and utilities will be prorated based on remaining usable square footage.
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HVAC maintenance contracts including filter changes. Sublessee will be responsible for the routine interior cleaning and maintenance.

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Should any lien be filed and not released or discharged, the Sublessor may at Sublessor's option (but without obligation to do so) pay or discharge such lien and may likewise pay any other charge or assessment which may come against the leased premises which the Sublessee is obligated hereunder to pay and which might otherwise become a lien on the leased premises. The Sublessee shall reimburse Sublessor for any payment made to discharge such lien or encumbrance within 10 days of receipt of a bill from the Sublessor together with all attorney's fees incurred by the Sublessor to discharge said lien. The Sublessee agrees to obtain mechanic lien waivers from any contractor performing labor or supplying materials for any alterations, improvements or other work on the subject premises prior to authorizing said work to begin.

6. **Ordinances and Statutes.** Sublessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Premises, occasioned by or affecting the use thereof by Sublessee.
7. **Utilities.** Sublessee shall be responsible for utility bills associated to its use of the leased premises including exterior lighting.
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9. **Entry and Inspection.** Sublessee shall permit Sublessor or Sublessor's agents to enter upon the Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Sublessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the Premises any usual "To Let", "For Lease" signs, and persons desiring to lease the same to inspect the Premises thereafter.

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21. **Separate Provisions.** If any provision of this lease is invalid or unenforceable, the other provisions of this lease will still apply.
22. **Recording.** This Lease may not be recorded on the Land Records and, if recorded, shall not constitute an encumbrance. Lessor may unilaterally release from the Land Records any lease in violation of this provision.
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24. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.
25. Anything to the contrary notwithstanding, this lease shall be subordinate to and subject to all terms and conditions of the Master Lease between the Town of

Windsor, National Railroad Passenger Corporation and the Greater Hartford Transit District.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

**Sublessor:** Town of Windsor

**Sublessee:** Windsor Art Center, Inc

By: \_\_\_\_\_  
Peter Souza, Town Manager  
Duly Authorized

By: \_\_\_\_\_  
Willa Nemetz, President  
Duly Authorized

Town of Windsor  
275 Broad Street  
Windsor, CT 06095

Windsor Art Center  
40 Mechanic Street  
Windsor, CT 06095

**Town Council**  
**Resignations/Appointments/Reappointments**  
**October 1, 2018**

**Resignations**

None

**Appointments / Reappointments** (to be acted upon at tonight's meeting)

A. One Democratic Alternate Member

Capital Improvements Committee

Three Year Term to expire May 5, 2021 or until a successor is appointed

(Louis Morando - reappointment)

**“MOVE to REAPPOINT Louis Morando as a Democratic Alternate member to the Capital Improvements Committee for a three year term to expire May 5, 2021 or until a successor is appointed.”**

B. One Unaffiliated Member

Central Connecticut Tourism District

Three Year Term to expire July 1, 2021 or until a successor is appointed

(Kevin Washington - reappointment)

**“MOVE to REAPPOINT Kevin Washington as an Unaffiliated member to the Central Connecticut Tourism District for a three year term to expire July 1, 2021 or until a successor is appointed.”**

C. One Democratic Member

Commission on Aging & Persons with Disabilities

Three Year Unexpired Term to expire January 31, 2020 or until a successor is appointed

(Patricia Carroll – resigned)

**“MOVE to APPOINT Donna Grossman as a Democratic member to the Commission on Aging & Persons with Disabilities for a three year unexpired term to expire January 31, 2020 or until a successor is appointed.”**

D. One Unaffiliated Member

Commission on Aging & Persons with Disabilities

Three Year Term to expire November 8, 2020 or until a successor is appointed

(Marsha Brown - reappointment)

**“MOVE to REAPPOINT Marsha Brown as an Unaffiliated member to the Commission on Aging & Persons with Disabilities for a three year term to expire November 8, 2020 or until a successor is appointed.”**



## **Appointments / Reappointments** (to be acted upon at tonight's meeting)

E. One Democratic Member

Housing Authority of the Town of Windsor  
Five Year Term to expire July 31, 2023 or until a successor is appointed  
(Alpha Nicholson III – resigned)

**“MOVE to APPOINT Randy McKenney as a Democratic member to the Housing Authority of the Town of Windsor for a five year term to expire July 31, 2023 or until a successor is appointed.”**

F. One Democratic Alternate Member

Human Relations Commission  
Three Year Term to expire May 31, 2021 or until a successor is appointed  
(Max Kuziak – moved from alternate position to regular membership)

**“MOVE to APPOINT Byron Bobb as a Democratic Alternate member to the Human Relations Commission for a three year term to expire May 31, 2021 or until a successor is appointed.”**

G. One Unaffiliated Member

Human Relations Commission  
Three Year Term to expire March 31, 2021 or until a successor is appointed  
(Kevin Washington - reappointment)

**“MOVE to REAPPOINT Kevin Washington as an Unaffiliated member to the Human Relations Commission for a three year term to expire March 31, 2021 or until a successor is appointed.”**

H. One Unaffiliated Member

Inland Wetlands & Watercourses Commission  
Four Year Term to expire March 31, 2022 or until a successor is appointed  
(Kevin Washington - reappointment)

**“MOVE to REAPPOINT Kevin Washington as an Unaffiliated member to the Inland Wetlands and Watercourses Commission for a four year term to expire March 31, 2022 or until a successor is appointed.”**

I. One Democratic Member

Inland Wetlands and Watercourses Commission  
Four Year Term to expire October 31, 2021 or until a successor is appointed  
(Louis Morando - reappointment)

**“MOVE to REAPPOINT Louis Morando as a Democratic member to the Inland Wetlands and Watercourses Commission for a four year term to expire October 31, 2021 or until a successor is appointed.”**

## **Appointments / Reappointments** (to be acted upon at tonight's meeting)

- J. One Republican Member  
Library Advisory Board  
Three Year Term to expire April 30, 2021 or until a successor is appointed  
(Carol Sama - reappointment)

**“MOVE to REAPPOINT Carol Sama as a Republican member to the Library Advisory Board for a three year term to expire April 30, 2021 or until a successor is appointed.”**

- K. One Republican Member  
Library Advisory Board  
Three Year Term to expire April 30, 2021 or until a successor is appointed  
(Denise Panos - reappointment)

**“MOVE to REAPPOINT Denise Panos as a Republican member to the Library Advisory Board for a three year term to expire April 30, 2021 or until a successor is appointed.”**

- L. One Republican Alternate Member  
Zoning Board of Appeals  
Two Year Term to expire October 10, 2019 or until a successor is appointed  
(Theresa Tillett - reappointment)

**“MOVE to REAPPOINT Theresa Tillett as a Republican Alternate member to the Zoning Board of Appeals for a two year term to expire October 10, 2019 or until a successor is appointed.”**

## **Names submitted for consideration of appointment**

None

**TOWN OF WINDSOR  
TOWN COUNCIL  
SPECIAL MEETING  
September 17, 2018  
TOWN HALL – COUNCIL CHAMBERS**

**UNAPPROVED MINUTES**

**1. CALL TO ORDER**

Mayor Trinks called the special meeting to order at 6:45 p.m.

Present: Mayor Donald Trinks, Councilor James Govoni, Councilor Donald Jepsen, Councilor Richard O'Reilly, Councilor Michael Tustin and Councilor Kenneth Wilkos.

MOVED by Councilor Jepsen, seconded by Councilor O'Reilly, to enter into Executive Session for the purpose of the discussion concerning the appointment, employment, performance, evaluation, health or dismissal of a public officer or employee (Chief of Police).

Motion Passed 6-0-0 (Councilor McAuliffe and Deputy Mayor Terranova absent)

Councilor Tustin stated he was recusing himself from Executive Session due to a potential conflict.

**2. EXECUTIVE SESSION**

Present: Mayor Donald Trinks, Councilor James Govoni, Councilor Donald Jepsen, Councilor Richard O'Reilly, and Councilor Kenneth Wilkos.

Staff: Peter Souza, Town Manager; Kevin Deneen, Town Attorney; Frank Rudewicz, Marcum Advisory Group

Deputy Mayor Terranova entered Executive Session at 6:50 p.m.

MOVED by Councilor Jepsen, seconded by Deputy Mayor Terranova to exit Executive Session and re-enter the Special Town Council meeting at 7:33 p.m.

Motion Passed 6-0-0 (Councilor McAuliffe absent, Councilor Tustin recused)

**3. ADJOURNMENT**

MOVED by Councilor Jepsen, seconded by Deputy Mayor Terranova, to adjourn the special meeting at 7:34 p.m.

Motion Passed 6-0-0 (Councilor McAuliffe absent, Councilor Tustin recused)

Respectfully Submitted,

Peter Souza  
Town Manager

**TOWN COUNCIL  
COUNCIL CHAMBERS  
WINDSOR TOWN HALL  
SEPTEMBER 17, 2018  
Regular Town Council Meeting  
UNAPPROVED MINUTES**

**1) CALL TO ORDER**

Mayor Trinks called the meeting to order at 7:34 P.M.

Present: Mayor Donald Trinks, Deputy Mayor Jody Terranova, Councilor James Govoni, Councilor Donald Jepsen, Councilor Richard O'Reilly, Councilor Michael Tustin and Councilor Kenneth Wilkos. Absent: Councilor Joseph McAuliffe

**2) PRAYER**

Deputy Mayor Terranova asked citizens to take a moment of silence to honor victims of Hurricane Florence.

**3) PLEDGE OF ALLEGIANCE**

Deputy Mayor Terranova led the group in the Pledge of Allegiance.

MOVED by Councilor Jepsen, seconded by Deputy Mayor Terranova to place item 12 (a) on tonight's agenda after item 3.

Motion Passed 7-0-0 (Councilor McAuliffe absent)

12 (a) Appointment to fill Town Council vacancy

MOVED by Councilor Jepsen, seconded by Deputy Mayor Terranova to suspend the Town Council's Rules of Order to allow the appointment to fill the Town Council vacancy to be completed this evening.

Motion Passed 7-0-0 (Councilor McAuliffe absent)

MOVED by Deputy Mayor Terranova, seconded by Councilor Govoni to appoint Ms. Nuchette Black-Burke to the Town Council to fill an unexpired term.

Motion Passed 7-0-0 (Councilor McAuliffe absent)

Anna Posniak, Town Clerk, then swore in Ms. Nuchette Black-Burke as a member of the Town Council.

**4) PROCLAMATIONS AND AWARDS – None**

a) Declaring September as National Suicide Prevention Awareness Month

Deputy Mayor Terranova read aloud the proclamation to declare September as National Suicide Prevention Month.

## **5) PUBLIC COMMUNICATIONS AND PETITIONS**

Bo Zhao, 88 Maple Avenue, showed photos of two dogs, one of them her own, killed by a 90-pound pit bull on Maple Avenue within one year. She stated that according to a town ordinance, dogs who are deemed vicious must be securely muzzled and a sign should be placed outside of the residence and it is expected that the owner carry insurance of no less than \$100,000. She feels that the current Animal Control Officer (ACO) does not know about the current ordinance, is not enforcing it, and said that the ACO has threatened her. She asked Town Council members to enforce existing town laws.

Alvin Fryxell, 30 Ridgewood Road, spoke about traffic issues where cars are not stopping to allow pedestrians to cross. He stated that he and numerous others have experienced difficulty and scary situations trying to walk into the town center. He hoped to prevent a tragedy by bringing the issue to the attention of the Council.

James Emerich, 111 Maple Avenue, owns a St. Bernard and has to cross the street while walking her because of the aforementioned pit bull on Maple Avenue. He is new to the neighborhood but feels that if the dog is seen without a muzzle, the owner should be fined. He also stated that there are children who live right across the street from the dog.

Patricia Berky, 39 Preston Street, mother of small children in the area of the aforementioned pit bull, stated that residents want to know that Windsor is a safe place to raise children and asked that the muzzle law be supported and enforced.

Suzanne Urban, 37 Elm Street, came to support Bo Zhao and stated that because of the two small dogs who were killed, she no longer walks to the park and is afraid that her dog will be attacked.

Tricia Jeffery, 228 Preston Street, walks daily and stated that the pit bull is always walked on an extended lead, perhaps 20 feet long, and that it is very scary. He has even walked by the St. Gabriel School playground on the long leash. She stated that the owner has not changed how he walks the dog since either incident.

Mary Kearney, 104 Spring Street, spoke about the dangerous pit bull and stated that many people pass by its residence to get to the town green. Fidelco Guide Dog trainers often train in the town center. Ms. Kearney recently asked one of the trainers if they knew about the dog and they stated that they did not.

Dr. Susan Cardillo, 111 Maple Avenue, stated that she is the other St. Bernard owner and expressed concern about there being a law that is not enforced. She asked the Council why nothing is being done about the situation.

## **6) REPORT OF APPOINTED BOARDS AND COMMISSION**

- a) Public Building Commission (PBC)

Rich Hazelton, Chair, gave the following report:

**Safety Complex Project Roof and Boiler Replacement**

*Replacement Roof project:* Several punch list items remain to be completed by the contractor but the replacement roof is completely installed. We expect these items to be completed by end of the month.

*Boiler Replacement project:* The replacement boilers are completely installed except for the stainless flue piping. This is on order and expected to be installed during the last week of September. The new DDC control system for the boilers and pumps are 80% complete. The controls are expected to be completed during the last week of September. We expect both projects to be completed this month.

**JFK School HVAC Replacement project:** The contractor has completed placement of all 33 replacement unit ventilators in classrooms. The three new and replacement roof top units are in place and two are operable. The one for the multi-purpose room will be operational once new electrical service is complete. There was a delay with the fabrication of the new electrical main switch gear. It was finally shipped on September 7<sup>th</sup> from South Carolina. Its installation is scheduled to begin this week. A switch over to the new electrical system is scheduled for Saturday, September 29<sup>th</sup>. The heating system is still scheduled to be completed and fully operable by October 15<sup>th</sup>. Once the heating system is complete, work will then concentrate on the installation of the new air conditioning system, which will be fully completed and tested in Spring 2019.

**Town Hall Portico Restoration project:** Town staff will be bidding this project during the month of October. The PBC will review the bids in November and select the best qualified contractor. After the Town Council approves construction funding, the PBC will award the project. Work will be taking place in April, weather permitting.

**Fire Security Systems:** The contractor, Siemens, has completed one installation at the Rainbow Cell Tower Server room. Siemens has roughed in the new system in the Luddy house and has the final device and panel installation to complete at this location. The next location will be the Sill House. The locations scheduled to be upgraded are: Rainbow Road Cell tower town equipment building, Luddy House, Milo Peck School, Sill House, Freight House, Train Station, and DPW at 99 Day Hill Road. Proposals for the 330 Community Center and Wilson Branch Library are pending.

**Oliver Ellsworth School HVAC:** The contractor has installed the three new air handling units and the cooling tower. The contractor, SK Mechanical, has notified the PBC that there were unexpected issues with these installations. During the demolition of the three air handling units, the hydronic piping insulation was removed and extensive corrosion to the piping was uncovered. The corroded piping had to be removed back to where they branch off of the main piping. During the rewiring of the new cooling tower it was discovered one of the two under grade electrical conduits was broken and unusable.

The PBC understands there is a supplemental funding request for this project before the Town Council this evening (9/17/18). The PBC has reviewed the change orders to correct these issues and agrees with them. If the Town Council approves the funding this evening, the PBC has scheduled a special meeting for tomorrow evening (9/18/18) to approve these change orders.

## **7) TOWN MANAGER'S REPORT**

### **Citizen's Academy**

The Town of Windsor's Citizen's Academy begins on September 20<sup>th</sup> at 7:00 PM in the town hall council chambers. There is still time to sign up. The seven-week interactive Citizen's Academy will continue to meet on Thursday evenings, meeting at various town facilities including the Police Station, Library and community centers. Participants will go behind the scenes and see what happens in the day-to-day operations of the town.

The program is free and anyone 18 years or older living or working in Windsor is welcome to sign up. Register soon by calling 860-285-1835 or by email at: [jubrey@townofwindsorct.com](mailto:jubrey@townofwindsorct.com).

### **Annual River Clean up Event**

The town will be sponsoring its annual river clean up event on Saturday, September 29, 2018 from 10:00 AM - 1:00 PM. Those that are interested in participating should meet behind the Town Hall at 10:00 AM. This year's goal is to clean up heavily used sites along the Farmington and Connecticut Rivers. Gloves and bags will be provided. Lunch will be provided by the Farmington River Watershed Association in Simsbury at 2:00 PM for those that are interested. Please call Tom Hazel at 860-285-1987 for more information.

### **Hearing Clinic – 55 & Up**

A free hearing clinic will be held on September 25, 2018 at 10:00 AM. Free hearing clinics are conducted by a certified audiologist which are held at the Senior Center on the last Tuesday of every month from 10:00 AM to noon. Rides can be arranged to your appointment by calling 860-285-1839 two days in advance for Dial-A-Ride patrons.

### **Amtrak update**

For the next week or so, there will be changes at the Windsor Station rail platform. Track one at Windsor Station will be temporarily closed to accommodate track construction in the station area. Track one platform is closest to the historic station building.

Passengers will enter and exit all trains at the station's new track two platform until Monday, September 24 at 5:00 AM, when track one is expected to reopen. Directional signage will be posted at the station to alert passengers to this temporary closure.

The temporary closure of the track one platform will allow workers to complete installation and testing of the final section of the double track between Hartford and Windsor.

For questions regarding the Hartford Line, please contact customer service, provided by **CTrides**, at 1-877-CTrides(1-877-287-4337) or email [info@ctrides.com](mailto:info@ctrides.com). You may also visit [www.hartfordline.com](http://www.hartfordline.com) or [www.amtrak.com](http://www.amtrak.com)

### **Paving Projects Delayed**

The paving of various roads has been delayed due to recent poor weather which is negatively impacting the contractor's schedule. Weather-permitting, paving is expected to start on Wednesday this week. The first roads to be repaved include: Old Poquonock Road, Lambertson Road and then streets in the Prospect Hill and River Street area.

### **Police Chief Report**

The independent fact finder has completed the review of allegations related to the Police Chief. After interviewing multiple individuals, reviewing department policy and state law, the investigator has concluded no department policies or state laws were violated.

Allegation one related to a reported party, or gathering of teenagers, in a neighboring town and that the Chief intervened in the investigation. It was found that the allegation of the Chief's involvement was untrue and the Chief had no knowledge or involvement in the gathering.

The second allegation was that the Chief deleted a video from the department's Motor Vehicle Recording system. The independent fact finder determined that a video related to a February 2018 motor vehicle accident was not deleted by the Chief nor any other member of the department. The video was retained for a full 90 day period, which is in accord with the department's retention policy.

The tape in question was not saved beyond the stated retention policy due to the Chief's determination that it did not have evidentiary value. While this did not violate any department policy or state statute, the fact finder found it would have been best practice to have done so.

I've instructed police management to review department policies relative to the motor vehicle recording system and citizen complaint process to see if the policies may need to be refined and clarified.

Through this process, it's been identified that some conflicts in communication and interpersonal styles exist. I will also be working directly with our human resources department and the police department to evaluate and take steps to improve communication within the police department.

In closing, I have confidence in our police officers, emergency dispatchers and department management. In today's fast-paced, ever-changing environment, the importance of continuing to evaluate our department's policies and practices on a regular basis cannot be over emphasized.

In the past few years, the department has built upon its strengths by implementing new technologies ranging from a records management systems to in-car cameras, requiring



additional training in areas such as domestic violence and crisis intervention, designing new reporting systems, and updating officer safety equipment.

I thank all members of the department, our sworn officers, dispatchers, records clerks, supervisors, department administrators and Chief Melanson for their efforts and dedication in serving our community.

Councilor Wilkos asked Town Manager Souza to speak about the recent issues with the Day Hill Road repaving project.

Town Manager Souza invited Robert Jarvis, Town Engineer and Director of Public Works, to speak about the issue.

Mr. Jarvis acknowledged traffic difficulty last week. The contractor removed a large section of the pavement on Day Hill Road that needed to be replaced, but the paving was ill-timed with the amount of rain we received—between 3.5 and 4 inches of rain. 14,000 vehicles travel this road per day, including tractor trailers. The contractor not only had the rain to deal with, they found groundwater, underdrains that existed, and an unmarked MDC gatebox that added hours to the project. Basins were elevated so water could not drain during all of the rain. The contractor was requested to sweep the area but did not respond in an efficient manner, so town crews were sent out to resolve the issues. Mr. Jarvis stated that going forward, less road will be opened up at a time and weather will be more closely monitored to avoid any similar issues.

Councilor Wilkos stated that those issues with the road affected many people and businesses and noted the terrible timing. He asked if what was currently there was a temporary cap. Mr. Jarvis responded that yes, the cap will be removed when the sub base is fixed.

Councilor Govoni said many contractors would not have taken that much apart at one time and wondered what kind of oversight is being given to these projects. Mr. Jarvis stated that some oversight can be given, but the contractor is ultimately responsible for his methods and the consequences of those methods.

Councilor Tustin thanked Mr. Jarvis for the response, but is disappointed that our Department of Public Works crews were called to action when our resources could have been used elsewhere. He stated that the town should be reimbursed for resources and man hours used resolving the contractor's methods.

Councilor Govoni asked if we have to take the lowest bidder on projects. Mr. Jarvis responded that they have to use the lowest bidder unless they can disqualify them and that this particular contractor was pre-qualified by the state.

## **8) COMMUNICATIONS FROM COUNCIL MEMBERS**

Councilor O'Reilly welcomed Councilor Black-Burke.

Councilor Wilkos welcomed Councilor Black-Burke and looks forward to working with her. He also thanked folks who came out to speak during public communications about issues with the dog. He assured citizens that the council is aware of the situation and that Town Manager Souza is looking into it.

Councilor Govoni welcomed Councilor Black-Burke. In reference to another issue brought up during the public communication section, he spoke about pedestrian crosswalks where traffic is barreling toward the town center and wondered about implementing signs warning cars to yield to pedestrians.

Councilor McAuliffe – Absent

Councilor Tustin – None

Deputy Mayor Terranova welcomed Councilor Black-Burke.

Councilor Jepsen welcomed Councilor Black-Burke.

Mayor Trinks welcomed Councilor Black-Burke.

Councilor Black-Burke thanked the Council for the appointment and looks forward to working on the Council and the work that will be done together.

## **9) REPORTS OF STANDING COMMITTEES**

Personnel Committee – Councilor O'Reilly reported that the commission met on Monday to interview individuals for appointment and reappointment and that he would speak more about it during agenda item 13.

Health & Safety Committee – None

Finance Committee – None

Special Projects Committee – None

Town Improvements Committee – None

Teacher Negotiations – Councilor Jepsen reported that there are ongoing meetings about teacher negotiations.

## **10) ORDINANCES**

### **11) UNFINISHED BUSINESS**

### **12) NEW BUSINESS**

- a) Appointment to fill Town Council vacancy

See item 3.

- a) Approve an appropriation of \$58,000 from the Capital Projects Fund for design of Island Road pavement rehabilitation project

MOVED by Councilor Jepsen, seconded by Deputy Mayor Terranova to approve an appropriation of \$58,000 from the Capital Projects Fund Assigned Fund Balance for the design of the Island Road Rehabilitation project.

Robert Jarvis, Town Engineer and Director of Public Works, gave an overview of the Island Road Rehabilitation project.

Councilor Govoni thought it was a good project and asked if sidewalks could be added later. Mr. Jarvis explained that it wouldn't involve anything past the curbs so it certainly wouldn't be designed so that sidewalks couldn't be added later.

Councilor Jepsen asked if it was the entire length of the road and remembered it being a flood zone. Mr. Jarvis responded that it would be the entire length and that yes, flooding occurs there, hence the request for extra design money to resolve some of those issues.

Councilor Wilkos asked if Loomis Chaffee could contribute to the project financially as many of the properties there are owned by the school. Mr. Jarvis stated that these conversations will occur and that he hoped that they would contribute.

Town Manager Souza noted that sidewalks cannot be added to the full length of the road due to the flood zone, but from approximately Route 159 to the hockey rink could be done.

Motion Passed 8-0-0 (Councilor McAuliffe absent)

- b) Approve an appropriation of \$75,000 from the Capital Projects Fund for the design of Poquonock Elementary School HVAC project

MOVED by Deputy Mayor Terranova, seconded by Councilor Jepsen to approve an appropriation of \$75,000 from the Capital Projects Fund Assigned Fund Balance for the Poquonock School HVAC Improvements project.

Robert Jarvis, Town Engineer and Director of Public Works, and Whit Prezch, Facilities Manager, gave an overview of the project.

Poquonock Elementary School was originally constructed in 1947. Two additions were added in 1958 and 1988. The first two phases of this project completed the replacement of the existing heating equipment systems. Presently some sections of the building have air conditioning. This funding request is for the design of air conditioning systems for the remaining areas of the building not currently air conditioned.

The new design will determine the most efficient cooling systems that will be utilized to air condition remaining spaces and integrate with the DDC controls system. If approved, the project would be designed and bid by mid-winter to allow a funding request to be

considered in February or March. Construction would be scheduled for the summer of 2019.

The Town Council is also requested to refer the project to the Public Building Commission for oversight.

Motion Passed 8-0-0 (Councilor McAuliffe absent)

MOVED by Deputy Mayor Terranova, seconded by Councilor Jepsen, to refer the Poquonock School HVAC Improvements project to the Public Building Commission for oversight.

Motion Passed 8-0-0 (Councilor McAuliffe absent)

- c) Approve an appropriation of \$30,000 from the Capital projects Fund for Oliver Ellsworth Elementary HVAC project

MOVED by Councilor Jepsen, seconded by Deputy Mayor Terranova, to approve an appropriation of \$30,000 from the Capital Projects Fund Assigned Fund Balance for the Oliver Ellsworth School HVAC project.

Robert Jarvis, Town Engineer and Director of Public Works, and Whit Prezch, Facilities Manager, presented the item for the Oliver Ellsworth Elementary School HVAC Supplement appropriation.

As the project work progressed this August, two unknown conditions were uncovered. The existing piping for the air handling units serving the gym and cafeteria areas were found to have more corrosion than was expected and the under-ground electrical conduit serving the chiller tower was found to be broken and not useable. Two change orders are required to address these two items - \$15,000 for the air handling unit piping and \$11,000 for the replacement electrical conduits. The piping will be cut back to a location where piping is sound and the replacement electrical conduits will be installed above ground. A supplemental request of \$30,000 is requested to fund these unanticipated costs.

Motion Passed 8-0-0 (Councilor McAuliffe absent)

- d) Approve an appropriation of \$60,000 from the Capital Projects Fund for the salt storage facility project

MOVED by Councilor Wilkos, seconded by Deputy Mayor Terranova, to approve an appropriation of \$60,000 from the Capital Projects Fund Assigned Fund Balance for the Department of Public Works' salt storage shed and to utilize insurance proceeds to reimburse the Capital Projects fund.

Robert Jarvis, Town Engineer and Director of Public Works, presented the item for the Salt Shed Construction – additional funding authorization.

This spring the Town Council approved the appropriation of \$252,000 to fund the salt shed replacement project. Insurance proceeds will reimburse the Capital Projects Fund Assigned Fund Balance. The requested appropriation was based on the best available information at the time.

This agenda item is to request an appropriation of \$60,000 for additional concrete and foundation work.

Since the original appropriation, it was determined that additional work would be required to supplement the existing concrete block foundation. A structural evaluation, dated June 6, 2018, indicated that a new concrete cap and strapping of the existing foundation blocks should be added to accommodate the new shed framing. The additional cost for this work is approximately \$60,000. We have had ongoing discussions with our insurance carrier since the loss. We expect this additional cost will be covered by insurance proceeds and be used to reimburse the Capital Projects Fund Assigned Fund Balance.

Councilor Tustin asked about the project timeline. Mr. Jarvis replied that the overall timeline will perhaps be a few weeks longer, not because of this additional work but due to other delays.

Councilor Wilkos stated that he was blown away that the whole thing is being taken care of by the insurance company, including the salt replacement, and feels that the project is in good shape.

Motion Passed 8-0-0 (Councilor McAuliffe absent)

### **13) RESIGNATIONS AND APPOINTMENTS**

Councilor O'Reilly stated that there are none, but there are several names submitted for consideration included in tonight's packet that will be voted on during the Oct 1<sup>st</sup> Town Council meeting.

Mayor Trinks appointed Councilor Black-Burke as Chair of the Health and Safety Committee and as a member of the Personnel Committee.

### **14) MINUTES OF PRECEEDING MEETINGS**

- a) Minutes of the September 4, 2018 Public Hearing

MOVED by Councilor Jepsen, seconded by Councilor O'Reilly to approve the unapproved minutes of the September 4, 2018 Public Hearing as presented.

Motion Passed 8-0-0 (Councilor McAuliffe absent)

- b) Minutes of the September 4, 2018 Regular Town Council meeting

MOVED by Councilor Jepsen, seconded by Councilor Black-Burke to approve the unapproved minutes of the September 4, 2018 Regular Town Council minutes as amended.

Councilor Jepsen noted a spelling error in section 13: The reappointed member's name is Ruth "Jefferis" not "Jeffries."

Motion Passed 8-0-0 (Councilor McAuliffe absent)

**15) PUBLIC COMMUNICATIONS AND PETITIONS**

Lakisha Hyatt, 104 Benjamin Court, Councilor Black-Burke's sister, was honored to witness the continued leadership of Councilor Black-Burke and was happy to see the diversity of the Council. She expressed her full support and offered her help and perspective as an APRN to Councilor Black-Burke in her new role as Chair of the Health and Safety Committee.

**16) EXECUTIVE SESSION**

**17) ADJOURNMENT**

MOVED by Councilor Wilkos, seconded by Councilor Black-Burke to adjourn the meeting at 8:53 P.M.

Motion Passed 8-0-0 (Councilor McAuliffe absent)

Respectfully Submitted,

Erin Rand  
Clerk of the Council