



# Council Agenda

Council Chambers  
Windsor Town Hall  
July 1, 2019



## 7:30 PM Regular Council Meeting

1. ROLL CALL
2. PRAYER – Councilor Jepsen
3. PLEDGE OF ALLEGIANCE – Councilor Jepsen
4. PROCLAMATIONS/AWARDS
5. PUBLIC COMMUNICATIONS AND PETITIONS  
(Three minute limit per speaker)
6. REPORT OF APPOINTED BOARDS AND COMMISSIONS
  - a) Board of Education
  - b) Public Building Commission
7. TOWN MANAGER'S REPORT
8. COMMUNICATIONS FROM COUNCIL MEMBERS
9. REPORTS OF STANDING COMMITTEES
10. ORDINANCES
11. UNFINISHED BUSINESS
12. NEW BUSINESS
  - a) \*Consider a Fixed Assessment Agreement with Sardilli Produce & Dairy Co., Inc. (Town Manager)
  - b) \*Approve a Resolution adopting the Capital Region Natural Hazard Mitigation Plan Update (Town Manager)
  - c) \*Approve amendments to the Maintainer I job description (Town Manager)
  - d) \*Approve amendments to the Assistant to the Town Manager job description (Town Manager)




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13. \*RESIGNATIONS AND APPOINTMENTS
  14. MINUTES OF PRECEDING MEETINGS
    - a) \*Minutes of the June 17, 2019 Regular Town Council Meeting
  15. PUBLIC COMMUNICATIONS AND PETITIONS  
(Three minute limit per speaker)
  16. EXECUTIVE SESSION
  17. ADJOURNMENT
- ★Back-up included

## Agenda Item Summary

Date: July 1, 2019

To: Honorable Mayor and Members of the Town Council

Prepared By: James Burke, Economic Development Director

Reviewed By: Peter Souza, Town Manager 

Subject: Application for Fixed Assessment - Sardilli Project

### Background

Sardilli Produce and Dairy Co., Inc., is a Hartford-based, family-owned produce and dairy distributor, processor and packager of precut produce. Their customer base includes restaurants, schools, universities, and other institutions. They have been in business since 1955.

In recent years, the company has been growing, particularly in its precut produce operation. To sustain this growth, it needs to secure a larger facility. After considering several options including construction of a new building, the company found an existing building in Windsor that can be renovated to meet its requirements. They propose to purchase, renovate and expand the former Konica-Minolta distribution/training center at 550 Marshall Phelps Road. The plan calls for renovations to create refrigerated processing and storage areas, to expand existing loading docks, to construct a vehicle maintenance building, and to complete site work at a cost of approximately \$15.4 million. Sardilli will also invest another \$600,000 in personal property.

The company currently has 113 employees and is projected to add 50 to 100 new jobs as the operation grows over the next five years. These positions include food prep workers, material movers and drivers, as well as administrative and other personnel. The projected average annual wages for these employees is more than \$5 million.

The applicant has respectively asked if the Town Council would consider reviewing and acting upon the requested abatement on July 1<sup>st</sup> as they have a Purchase & Sales agreement on the building with certain milestones they need to meet in July. Without a second Council meeting in July, the company is stating their ability to meet the various due diligence milestone dates is likely not possible.

### Discussion/Analysis

The Sardilli project qualifies for consideration under the town's economic incentive policies as a manufacturing firm per the Manufacturing Assistance Act. This is because of the company's precut produce processing operation, which employs a large percentage of its workforce and is the primary reason for its planned expansion.

The cost of the taxable real property improvements proposed by the company total approximately \$13.12 million. Per the assessment abatement policy, this level of investment by a new business would permit the Town Council to set an abatement schedule with a maximum average percentage abatement of 40% over a maximum term of four years.

Attached to this memorandum is a proposed draft Fixed Assessment Agreement. This document follows the form of previous agreements and provides for a four-year, 40% average abatement of real property taxes for the proposed addition, subject to the following conditions:

- a. Minimum investment in real estate improvements of \$13.12 million by no later than eighteen (18) months following closing on its purchase of the property;
- b. Minimum investment of \$600,000 in personal property by no later than eighteen (18) months following closing on its purchase of the property; and
- c. Company will make good faith efforts to recruit Town residents for employment although it is under no obligation to hire.

#### Financial Impact

Attached is a summary of projected real property tax revenues over the four-year fixed assessment period based a 32.38 mill rate and a 40% average abatement of new real property assessment. This analysis shows that over the fixed assessment period, the company will receive a total tax savings benefit of \$342,463. Over this same period, the Town will receive \$513,695 in net new real property tax revenues. This amount is in addition to the taxes the Town will receive for the existing facility, new taxable personal property and the company's motor vehicles.

#### Other Board Action

The Economic Development Commission reviewed the Sardilli application at a special meeting held on June 24. The Commission found that the project is eligible under the town's economic incentive policies and will provide an economic benefit to the community. It voted unanimously to recommend favorable consideration of the proposed assessment abatement by the Town Council.

The Town Planning and Zoning Commission approved special uses and a site plan for the project at its June 11, 2019 meeting. The Inland Wetlands and Watercourses Commission approved the site plan at its June 4, 2019 meeting.

On July 1, 2019, the Town Council's Finance Committee is scheduled to meet prior to the Council's regular meeting to review the request with the applicant and staff.

#### Recommendation

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

**“MOVE that the Fixed Assessment Agreement between the Town of Windsor and Sardilli Produce and Dairy Co., Inc., be approved and that the Town Manager is authorized to sign the agreement on behalf of the Town of Windsor.”**

#### Attachments

Sardilli Assessment Abatement Application  
Sardilli Letter Requesting July 1 Approval  
Draft Fixed Assessment Agreement  
Fixed Assessment Property Tax Projections  
Fixed Assessment Policy

**Sardilli**  
**Fixed Assessment**  
**Abatement Application**

**Town of Windsor, Connecticut**  
**Fixed Assessment Application**

The purpose of this application is to present the Town of Windsor a reasonably comprehensive outline of the project for which an economic development incentive is sought. The applicant shall provide all required information in sufficient detail to allow the Town to determine costs and benefits associated with the implementation of a requested tax incentive. The Town may require additional information as it reviews the application.

Each application shall be accompanied by a filing fee of five hundred (\$500.00) dollars.

**SECTION A. COMPANY NAME AND CONTACT INFORMATION**

1. Official Name and Address of Company Sardilli Produce & Dairy Co., Inc.\*
2. Name of Contact Person Don N. Sardilli  
Phone (β60) 305-7386 Fax (β60) 293-1261 Email dons@sardilliproduce.com
3. Nature of Business Manufacture precut produce; storage & distribution of produce & dairy products.  
SIC or NAICS Code SIC 5148 / NAICS 424480  
Type of Product or Service Fresh fruits & vegetables / Wholesale distribution fruits & vegetables.
4. Federal Employer ID # 06-097-1884
5. Officers/Owners  

Name	Title	% Ownership
Don N. Sardilli	President	100%
6. Is the company current with all taxes or charges due to the Town of Windsor? N/A

**SECTION B. PROJECT INFORMATION**

1. Project Location 550 Marshall Phelps Road, Windsor, CT 06095
2. Provide an approximate number of FULL-TIME permanent jobs to be created in the next five years. See Note below.

Attach a table showing the five year hiring projections with annual average wage and salary estimates by position category. Table of current wages attached.

3. Estimate of the costs of the proposed improvements. \$16,000,000.  
Real property improvements (exclude land cost and soft costs) \$15,400,000.  
Personal property \$600,000.

4. Project schedule.

The closing on the purchase of the property is to take place within a couple of weeks of all approvals and permits for the project having been obtained. Construction of the improvements will commence shortly thereafter and is estimated to take from approximately 12-18 months with weather being a factor.

5. If the end user of the proposed facility is a lessee, then the tax benefits created by this abatement must be clearly reflected in the lease as accruing to the Applicant Company and the lease must be at least for the term of the abatement period. See note below.

**Town Policy Note:**

**A. Local Employment.** *The applicant shall commit to use its best efforts to make new job opportunities created by the project available to Windsor town residents.*

**B. Wages.** *The Town expects projects that pay at or above the median wage for similar positions in Hartford County.*

**SECTION C. PROPOSED ASSESSMENT ABATEMENT**

1. Please identify the fixed assessment schedule requested.  
Percent of assessment abatement - 80% year 1; 50% year 2; 20% year 3; 10% year 4  
Term of fixed assessment - 4 years
2. Please identify any other state or local incentives, financial or otherwise which are included in the project financing. Presently none.
3. Please provide a calculation of the taxes foregone based on the requested fixed assessment period. Based upon increased real property market value of \$9,443,200 and an average abatement of 40%, over the 4 years applicant will realize property tax savings of \$342,463.
4. Please provide a statement of the benefits to the Town for granting the requested tax assessment abatement including an estimate of local taxes to be paid and purchases from local vendors and a description of any planned corporate community involvement. The tenant of the proposed facility, Sardilli Produce & Dairy Co., Inc., will utilize the now vacant facility to grow its business and provide jobs. Sardilli will support local businesses and local farms, as well as local charities, community groups, sports and other activities, as is its practice.

**APPLICATION SUBMISSION**

The completed fixed assessment application and filing fee should be submitted to:

Economic Development Director  
Town of Windsor  
275 Broad Street  
Windsor, CT 06095  
860-285-1877  
[burke@townofwindsorct.com](mailto:burke@townofwindsorct.com)

\*Sardilli Produce & Dairy Co., Inc., presently the purchaser under a Real Estate Purchase and Sale Agreement of the land and building on which improvements are to be made, will be assigning its rights thereunder to a limited liability company which will purchase the land and building and then lease the improved facility to Sardilli Produce & Dairy Co., Inc. under a long term (10 yr initial term with 5 options to extend term for 5 years) triple net lease for Sardilli Produce & Dairy Co., Inc. to operate its business there.

Note - Section B, Item 2. As of July 7, 2017 Sardilli had 69 full time jobs. As of today June 20, 2019, Sardilli has 113 full time jobs, an increase of 44 full time jobs in the last 23 months. Moving into a larger facility upon its completion in about the next 12-18 months, Sardilli will begin to increase its business levels and its product offers. From that point forward, depending upon business conditions, Sardilli expects to create between 50 to 100 new full time jobs over the next 5 years.

Sardilli Produce and Dairy Co., Inc.  
 Current Schedule of Wages w/Benefits  
 June 20, 2019

POSITION TITLE	HARTFORD LMA	AVERAGE WAGE	No. of EMPLOYEES
Assitant Buyer	\$ 34.33	\$ 33.41	3
Outside Sales	\$ 28.27	\$ 32.14	3
Inside Sales	\$ 18.28	\$ 19.22	5
1st Shift Precut	\$ 11.89	\$ 13.68	32
3rd Shift	\$ 14.66	\$ 14.00	7
1st Shift Produce	\$ 11.89	\$ 12.51	11
Drivers	\$ 23.87	\$ 24.61	23
2nd Shift Selector	\$ 14.66	\$ 14.71	24
Management	\$ 30.91	\$ 38.05	5
<b>Total/Avg. Wage</b>	<b>\$ 20.97</b>	<b>\$ 22.48</b>	<b>113</b>



**Sardilli**  
**Letter requesting**  
**July 1, 2019**  
**approval**



SARDILLI PRODUCE & DAIRY CO., INC.

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June 25, 2019

Peter Souza, Town Manager  
Windsor Town Hall  
275 Broad Street  
Windsor, CT 06095

Dear Peter,

Thank you for taking the time to meet with us yesterday and go over our Tax Abatement Application. As we stated we are seeking to be part of the Monday July 1, 2019 agenda for the Town Council review and approval of the abatement application that was approved last night by the Economic Development Commission. I wanted to take a minute to go over a few key points as to explain our urgency. They are as follows;

1. We are seeking to move the company as quickly as possible and that entails beginning the renovations to the property. The approval of the abatement will allow us to move forward with the sale and begin the renovations.
2. We currently have a Purchase and Sale Agreement for 550 Marshall Phelps Road that has critical deadlines in July. We need to make fiscal related decisions which are based upon the approval of the Tax Abatement. If we do not have the abatement approval it will affect our decision to move forward with the property.
3. As you are aware, we are committed to this property and to Windsor. However, we do have pending Purchase and Sale agreement deadlines for another property in East Windsor. If the abatement is approved, and we are able to move forward with 550 Marshall Phelps Road, then we would be able to release ourselves from the property in East Windsor.
4. If we do not receive approval at the July 1 Town Council Meeting, then we are concerned that we will not be able to move forward and meet the deadlines of the purchase and sale agreement and possibly lose the property.

Peter, again thank you for your time, we hope that we have explained our position and the urgency of being placed on the July 1 Agenda for Approval.

Sincerely,

A handwritten signature in cursive script, appearing to read "D. M. Sardilli - Pres", is written over a horizontal line.

Don President, Sardilli Produce & Dairy Co., Inc.

**Sardilli**  
**Draft Fixed Assessment**  
**Agreement**

**FIXED ASSESSMENT AGREEMENT**

THIS AGREEMENT made effective as of \_\_\_\_\_, 2019, by and between **Town of Windsor**, Connecticut, a governmental body organized under the laws of the State of Connecticut, 275 Broad Street, Windsor, Connecticut 06095 (“Town”), and **Sardilli Produce and Dairy Co., Inc.**, a Connecticut corporation having an address of 212 Locust Street, Hartford, Connecticut 06114 (“Company”).

**RECITALS**

- A. Company has under consideration the lease of a property located at 550 Marshall Phelps Road, Windsor, Connecticut to be purchased by a third party landlord (“Landlord”) with plans to construct an addition and improvements to the existing structure and to construct an accessory maintenance and fueling facility thereon.
- B. Town has adopted an Assessment Abatement Policy in accordance with Section 12-65b of the Connecticut General Statutes, as amended, (the “Policy”), which provides for the abatement or reduction of certain ad valorem real estate tax for, inter alia, “Manufacturing Firms” as defined therein.
- C. Town has determined that said development qualifies as a manufacturing firm under the Policy and desires to offer the abatement of certain ad valorem real estate taxes hereafter to be assessed on said development as an inducement for Company to locate and expand its operations within Town.
- D. Company has provided Town information verifying that the tax benefits created by said abatement shall accrue to Company and that Company’s lease for the property shall be at least for the term of the abatement period as required by Policy.
- E. Town Council has adopted a resolution authorizing Town to enter into this Agreement.
- F. Town and Company now desire to enter into this Agreement to effect a Fixed Assessment of certain ad valorem real estate taxes which may be levied on said development.

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

**ARTICLE I – DEFINITIONS**

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

Section 1.1 – Commencement Date. The term “Commencement Date” shall mean the date the Grand List is executed and confirmed by Town Assessor immediately following the date of the final certificate of occupancy for the Facility and completion of the conditions included in Sections 3.1 and 3.2 of this Agreement.

Section 1.2 – Facility. The term “Facility” shall mean all taxable improvements on or about the Land including all buildings, building additions, structures, refrigeration systems, foundations, fencing, curbing, light standards, walkways, access drives, parking areas but otherwise exclusive of Personal Property and Land.

Section 1.3 – Investment In The Facility. The term “Investment In The Facility” shall mean all hard costs capitalized as part of the Facility incurred by Company in expansion of the Facility, including the cost of materials, labor, fixtures, leasing of equipment, and all other hard costs capitalized as part of the Facility excluding land cost.

Section 1.4 – Investment In Personal Property. The term “Investment in Personal Property” shall mean all hard costs incurred or invested by Company in the fabrication, purchase, transportation and installation of all Personal Property located on or about the Land, including all manufacturing and vendor costs, sales taxes, and all other hard costs capitalized as part of the Personal Property at the Facility.

Section 1.5 – Personal Property. The term “Personal Property” shall mean all personal property of Company located on or about the Land or used as a part of the Project, including all equipment, furnishings, and computers.

Section 1.6 – Project. The term “Project” shall mean collectively the Facility, Personal Property and the Land.

Section 1.7 – Land. The term “Land” shall mean the premises generally known as 550 Marshall Phelps Road, Windsor, Connecticut.

Section 1.8 - Fixed Assessment - The term "Fixed Assessment" shall refer to Town's conferral, under Connecticut General Statutes 12-65b, of a fixed assessment on the Facility and Land which is equal to the portion of the assessed value, for a given year of the Fixed Assessment Period, as set forth in Section 2.1.

Section 1.9- Fixed Assessment Period - The term "Fixed Assessment Period" shall refer to a full four (4) assessment year period which shall begin upon the occurrence of the Commencement Date and continue until the full three years of assessment periods has been completed. Upon the passage of said four (4) year period, the fixed assessment period automatically shall expire subject to the provisions of Section 2.1.

## **ARTICLE II-TAX MATTERS**

Section 2.1 – Fixed Assessment. Town and Company agree that the Fixed Assessment for the Facility and the Land shall be fully effective during the Fixed Assessment Period. Furthermore, in the event that Town cannot confer the Fixed Assessment at any time during the Fixed Assessment Period pursuant to a court order or change in law applicable to fixed

assessment agreements entered into and effective prior to the date of such change in law, then the term of the Fixed Assessment Period shall automatically be extended by such time period in order to provide a full four (4) year period in which the Fixed Assessment is effective to the extent permitted by applicable local and State law, and Town shall undertake all reasonable efforts to effect said extension.

During the Fixed Assessment Period, Town shall establish the assessment of the Land and the Facility at the Fixed Assessment amount equal to the sum of the current valuation of the Land and existing Facility, as it may be adjusted by a town-wide revaluation, plus (a) twenty (20%) per cent of the assessed value of the expanded Facility for year one of the Fixed assessment Period, (b) fifty (50%) per cent of the assessed value of the expanded Facility for year two of the Fixed assessment Period, (c) eighty (80%) per cent of the assessed value of the expanded Facility for year three of the Fixed assessment Period, and (d) ninety (90%) per cent of the assessed value of the expanded Facility for year four of the Fixed assessment Period .

Section 2.2– Minimum Real Estate Tax Payment. During the Fixed Assessment Period, Company agrees to pay for each tax year a minimum ad valorem real estate tax payment for the Facility and the Land equal to the Fixed Assessment for each such year as set forth in Section 2.1 at the then-existing mill rate adopted by Town, subject to the provisions of this Agreement. Company shall make such payment no later than the applicable due dates of the tax billing or otherwise shall be subject to penalty interest for late payment. Effective upon the expiration or termination of the Fixed Assessment Period, Company shall have no further obligations under this Section 2.2.

Section 2.3– Personal Property Tax Payment. Company agrees to pay all taxes levied on the Personal Property by Town during the Fixed Assessment Period. Company shall make such payment no later than the applicable due dates of the tax billing or otherwise shall be subject to penalty interest for late payment.

Section 2.4 - Assessment and Revaluation. The Company shall have the right to appeal any increase in assessment due to a town-wide property revaluation pursuant to Connecticut General Statutes, sections 12-117A and 12-119, as amended. The assessment of the Land and Facility for the period prior to the Commencement Date shall be determined in the normal course pursuant to state and local laws.

### **ARTICLE III– MINIMUM INVESTMENTS**

Section 3.1 – Minimum Investment In The Facility. Company shall commence construction of the expansion of Facility promptly upon execution of its lease with Landlord. Company agrees to expend Investment In The Facility in accordance with the approved site plan of not less than \$13,120,000 no later than eighteen (18) months after Company commences construction, which deadline may be extended by the Town Council for up to one (1) six (6) month period provided that Town finds Company is diligently and continuously pursuing the completion of the Project.

Section 3.2 – Investment In Personal Property. Company agrees to make Investment In Personal Property of approximately \$600,000 no later than eighteen (18) months after Company

commences construction, which deadline may be extended by the Town Council for up to one (1) six (6) month period provided that Town finds Company is diligently and continuously pursuing the completion of the Project.

Section 3.3 – Schedule. No later than eighteen (18) months after Company commences construction or at the end of any approved extension period as provided in Section 3.1 and Section 3.2, Company shall furnish Town with a certificate confirming Company’s satisfaction of the obligations contained in Sections 3.1 and 3.2 hereof. Company, at the request of Town, further shall furnish Town with general information substantiating the expenditure of such investment. Town acknowledges that any certification from a third party architect, managing contractor, engineer, general contractor, vendor or manufacturer, which certifies such investment will satisfy any request by Town for additional evidence verifying the expenditure of such investment.

Section 3.4 – Failure to Comply. In the event the Company has not expended Investment in the Facility or made Investment in Personal Property as set forth in Sections 3.1 and 3.2 above within eighteen (18) months after commencement of construction or at the end of any approved extension periods as provided in Section 3.1 and Section 3.2, Town shall be entitled to terminate this Agreement. In the event of such termination by Town, then Town and Company shall not have any further obligation under this Agreement.

#### **ARTICLE IV– EMPLOYMENT MATTERS**

Section 4.1 – Town Residents. During the Fixed Assessment Period, Company shall exercise good faith efforts to recruit qualified residents of Town to fill part and full-time positions used for the Project; provided, however, that Company is under no legal obligation to hire any resident of Town for such purposes, it being understood that Company, in its sole discretion, will make the ultimate determination on whether or not a resident is qualified to fill a position or to hire such person. For purposes of this Agreement, Company’s good faith efforts shall include at a minimum providing notice of job openings to a designated representative of the Town for dissemination and may include, by way of example, organizing recruiting events, advertising and coordinating hiring efforts with the Town and local workforce organizations.

Section 4.2 – Wages. During the Fixed Assessment Period, Company shall exercise good faith efforts to pay its employees wages that are at or above the median wage for similar positions in Hartford County.

Section 4.3 – Annual Report. During the Fixed Assessment Period, Company shall provide to Town a report annually regarding Company efforts to recruit qualified residents of Town to fill positions as provided in Section 4.1 and Company wages as provided in Section 4.2. Said report shall be in writing upon the form attached hereto as Exhibit A – Annual Report.

#### **ARTICLE V – – OPERATION OF PROJECT**

Section 5.1 – Operation. During the Fixed Assessment Period and for a period of three (3) consecutive years thereafter, the Company agrees that it shall not:

5.1.1 Relocate the operations of Company associated with Facility outside of the Town of Windsor:

5.1.2 Permanently cease operations in the Town of Windsor for a cumulative period greater than one (1) year;

5.1.3 Fail to pay the taxes contemplated under this Agreement (subject to exercising Company's rights under applicable law); or

5.1.4 Declare bankruptcy.

Section 5.2– Remedies. In the event that Company is in Material Default (as defined in Article VII) under Sections 5.1.1 through 5.1.4 and such Material Default continues following notice by the Town as provided under Article VII, Town shall have the right to, as the sole and exclusive remedies for a Material Default, (i) terminate the Fixed Assessment for the balance of the Fixed Assessment Period, and (ii) recover all tax benefits provided to Company during the Fixed Assessment Period (i.e. the taxes that would have been payable by Company that were not paid as a result of the Fixed Assessment). In the event that Company has instituted appropriate administrative or legal proceedings challenging the amount of the statutory assessment of the Facility and Property, payment of any and all taxes shall be in accordance with Connecticut General Statute section 12-117 and other applicable law.

#### **ARTICLE VI– REPRESENTATIONS AND WARRANTIES**

Section 6.1 – Town Representations and Warranties. Town hereby represents and warrants to Company as follows:

6.1.1 This Agreement is in material compliance with Town Charter and ordinances and with the Connecticut General Statutes, et seq. and all other applicable local and State law.

6.1.2 Town is a municipality duly organized and operating under the laws of the State.

6.1.3 Town has the power to enter into this Agreement and to carry out its obligations hereunder.

6.1.4 The execution and delivery of this Agreement, the conferral of the Fixed Assessment to Company, the performance of its other obligations contained in this Agreement, the consummation of the other transactions contemplated hereby, and the fulfillment of the compliance with the terms and conditions of this Agreement, by Town are not prevented by or result in a breach of, the terms, conditions or provisions of Town Charter, any statute, law, ordinance or regulation by which Town is bound, or any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which Town is now a party or by which it is bound, nor do they constitute a default under any of the foregoing.



- 6.1.5 This Agreement has been duly authorized by Town Council, and is a valid and binding obligation of Town, and is enforceable in accordance with its terms against Town.
- 6.1.6 The representative of Town executing this Agreement is in good standing with Town, and is authorized to execute and deliver this Agreement, in such capacity.
- 6.1.7 There is no claim or litigation, or to the best of Town's knowledge, threat of any claim or litigation, against Town with respect to its execution and delivery of this Agreement or otherwise pertaining to the conferral of the Fixed Assessment or any other matter contained in this Agreement.
- 6.1.8 There are no actions, suits or administrative or legal proceedings pending, to the best of its knowledge, threatened against or affect Town or before any arbitrator or any governmental body in which there is a reasonable possibility of an adverse decision which could materially affect the financial condition of Town or which in any manner raises any question about the ability of Town to perform its obligations under this Agreement.

Section 6.2 – Company Representations and Warranties. Company hereby represents and warrants to Town as follows:

- 6.2.1 Company is a corporation organized under the laws of the State of Connecticut and is in good standing with the Secretary of State of Connecticut and is qualified to transact business in the State of Connecticut.
- 6.2.2 Company has the power to enter into this Agreement to carry out its obligations hereunder.
- 6.2.3 The execution and delivery of this Agreement, the performance of the obligations of Company contained in this Agreement, the consummation of the other transactions contemplated hereby, and the fulfillment of the compliance with the terms and conditions of this Agreement by Company are not prevented by or result in a breach of, the terms, conditions or provisions of any statute, law, ordinance or regulation by which Company is bound, or any contractual restriction, financing, agreement or instrument of whatever nature to which Company is now a party by which it is bound, nor do they constitute default under any of the foregoing.
- 6.2.4 This Agreement has been duly authorized by Company, and is a valid and binding obligation of Company and is enforceable in accordance with its terms against Company.
- 6.2.5 The officer of Company executing this Agreement is in good standing with Company and is authorized to execute and deliver this Agreement, in such capacity.

- 6.2.6 There is no claim or litigation, to the best of Company's knowledge, threat of any claim or litigation, against Company with respect to its execution and delivery of this Agreement, the conferral of the Fixed Assessment or any other matter contained in this Agreement.
- 6.2.7 There are no actions, suits or proceedings pending or, to the best of its knowledge, threat against or effect to Company or before any arbitrator or any governmental body in which there is a reasonable possibility of an adverse decision which could materially affect the ability of Company to perform its obligations under this Agreement.

### **ARTICLE VII - DEFAULT**

Section 7.1 – Town Default. In the event that Town fails to perform a material covenant or agreement, or to observe a material term or condition, contained in this Agreement and Company furnishes notice to that effect to Town, and Town fails substantially to rectify the same within thirty (30) days after receipt of notice, and such an additional reasonable time period as is necessary to rectify the matter if the nature of such non-compliance cannot be reasonably cured within said thirty (30) day period, so long as Town initiates the curing thereof within said thirty (30) day period and thereafter diligently prosecutes such curing, then Town shall be deemed to be in material default of this Agreement (such default after delivery of notice and failure to cure, a "Material Default"). In the event of Town's Material Default under this Agreement beyond applicable cure periods, Company shall be entitled to all rights and remedies at law or in equity.

Section 7.2 – Company Default. In the event of a Material Default by Company (after Town has provided notice and the opportunity to cure, in the manner described in Section 7.1), then Town, as its sole and exclusive remedy (except for Material Defaults under Sections 5.1.1 through 5.1.4 remedies for which are covered in Section 5.2), shall be entitled to terminate this Agreement, including without limitation, the Fixed Assessment, provided, however, that if a Material Default occurs as a result of Company's failure to pay ad valorem real estate or personal property taxes assessed by Town with respect to the Project, subject to the limitations and qualifications expressly contained in this Agreement, Town shall be entitled to assess all penalties and to exercise all rights accorded to it as a taxing authority under the Connecticut General Statutes.

### **ARTICLE VIII– MISCELLANEOUS**

Section 8.1 – Notices. All notices and requests required pursuant to this Agreement shall be sent by personal delivery, overnight courier, or certified mail as follows:

To Town:	Town of Windsor Windsor Town Hall 275 Broad Street Windsor, CT 06095 Attention: Town Manager
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To Company:

Sardilli Produce and Dairy Co., Inc.,  
212 Locust Street  
Hartford, CT 06114  
Attention: Devin Sardilli

With a copy to:

Robert A. DeFrino, Esq.  
100 Trumbull Street #506  
Hartford, CT 06103  
Email: [rdefrino@hartfordctlaw.com](mailto:rdefrino@hartfordctlaw.com)  
Facsimile: (888) 391-6210

or at such other addresses as the parties may indicate in writing to the other by personal delivery, overnight courier, or certified or registered mail, return receipt requested, with proof of delivery thereof. Notices and requirements shall be deemed delivered to the address set forth above (a) when delivered in person on a business day, (b) on the same business day received if delivered by overnight courier, or (c) on the third business day after being deposited in any main or branch United States Post Office when sent by registered mail, return receipt requested.

Section 8.2– Successors and Assigns; Assignment. Company may not assign its rights and obligations under this Agreement except with permission of the Windsor Town Council which permission shall not be unreasonably denied. Notwithstanding the foregoing, the Town and the Company agree that the Company may assign its rights and interests in this Agreement without the permission of the Windsor Town Council (i) to any parent, grandparent, subsidiary or affiliate of the Company, (ii) to any company into which the Company or its parent or grandparent is merged or which results from the merger of the Company, or its parent, grandparent with any other entity, or (iii) to any purchaser of the Project in connection with a sale/leaseback or other financing arrangement including but not limited to the holder of any mortgage on the Project. All of the terms and provisions of this Agreement shall be binding on and inure to the benefit of all of the successors and assigns of the parties hereto.

Section 8.3– Amendment. This Agreement sets forth all the promises, inducements, agreements, conditions, and understandings between Company and Town relative to the fixing the assessments on the Facility and the Property and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between them related thereto, other than as herein set forth. No subsequent alteration, amendment, change, or addition to this Agreement shall be binding on the parties hereto unless authorized in accordance with law and reduced in writing and signed by them.

Section 8.4- Counterparts. This Agreement (or any exhibit or addendum to it) may be executed by facsimile or electronically by email, and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument.

Section 8.5- No Admission as to Value. The parties acknowledge and agree that the values placed upon the Land, the Facility and/or the Improvements as a result of this Fixed Assessment Agreement shall not now or at any other time be construed as an admission by any party or as evidence of any kind as to the true fair market value of the Land, the Facility and/or the Improvements.

**[NEXT PAGE IS SIGNATURE PAGE]**

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

**TOWN OF WINDSOR**

\_\_\_\_\_

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

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SARDILLI PRODUCE AND DAIRY CO., INC.**

\_\_\_\_\_

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

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ACKNOWLEDGMENTS**

STATE OF CONNECTICUT                    )  
  )        ss.:  
TOWN OF WINDSOR                         )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2019 by Peter P. Souza, as the Town Manager of Town of Windsor, on behalf of said Town.

My commission expires: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Notary Public

STATE OF CONNECTICUT                    )  
  )        ss.:  
COUNTY OF HARTFORD                    )

The foregoing instrument was acknowledged before me on \_\_\_\_\_, 2019 by \_\_\_\_\_, as the \_\_\_\_\_ of Sardilli Produce and Dairy Co., Inc., a Connecticut corporation.

My commission expires: \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
Notary Public

Exhibit A

Town of Windsor, Connecticut  
Assessment Abatement Annual Report

Company Name: \_\_\_\_\_

Annual Report for \_\_\_\_\_ (year)

Reported By: \_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

A. Local Employment

Statement from Town's policy: **The applicant shall commit to use its best efforts to make new job opportunities created by the project available to Windsor town residents.**

1. Total number of employees at Windsor facility as of this date \_\_\_\_\_

2. Number of these jobs held by residents of 06095 zip code area \_\_\_\_\_

3. Number of job openings filled at Windsor facility during year \_\_\_\_\_

4. Number of these jobs taken by residents of 06095 zip code area \_\_\_\_\_

5. Describe your company's process to make job opportunities available to Windsor residents.

\_\_\_\_\_  
\_\_\_\_\_

B. Wages

Statement from Town's policy: **The Town expects projects that pay above the median wage for similar positions in Hartford County.**

Certification: I certify that the wages paid by \_\_\_\_\_ (Company Name) at this location are at or above the median wage for similar positions in the Hartford Labor Market Area shown on the attached CT Department of Labor Occupational Employment and Wages Report (— Quarter 20\_\_).

\_\_\_\_\_  
Name and Title

# Fixed Assessment Property Tax Projections



**Sardilli Project**  
**Fixed Assessment Property Tax Projection**

Projected cost of construction for additions and renovation	\$13,250,000
Type of Business	New Business
Maximum % abated (averaged over term)	40 percent
Maximum Term	4 years

Market Value of Existing Building plus Additions and Renovations	\$15,180,100
Market Value of Existing Building	\$5,736,900
Increased Real Property Market Value	<u>\$9,443,200</u>

Assessed Value of Additions and Renovations (70% of increased market value)	\$6,610,240
Real Property Tax Increase for Addition (\$32.38 mill rate)	\$214,040

Assessed Value of Addition with 40% abated	\$3,966,144
Real Property Tax increase for Addition w/abatement	\$128,424

**Company Tax Savings with 40% abatement on Addition averaged over term**

Year 1	80% abated	\$171,232
Year 2	50% abated	\$107,020
Year 3	20% abated	\$42,808
Year 4	10% abated	\$21,404

<b>Total Company Savings</b>	<b><u>\$342,463</u></b>
------------------------------	-------------------------

**Town Increased Revenue over four years**

Year 1	80 % abated	\$42,808
Year 2	50% abated	\$107,020
Year 3	20% abated	\$171,232
Year 4	10% abated	\$192,636

<b>Total Town Increased Revenue</b>	<b><u>\$513,695</u></b>
-------------------------------------	-------------------------

Note: Town will also realize increased personal property and vehicle tax

**Town of Windsor  
Fixed Assessment  
Abatement  
Policy**

## **Town of Windsor, Connecticut Assessment Abatement Policy**

### **I. Objectives**

1. Fiscal impact – to increase the non-residential tax base to preserve and enhance the town’s capacity to provide necessary infrastructure and services and to maintain the commercial and industrial development at not less than 30% of the town’s grand list.
2. Quality employment opportunities – to provide employment opportunities with good wages and benefits for town residents.
3. Stable and growing economy – to support existing business retention and expansion and attraction of new businesses in particular from targeted business clusters so as to strengthen the local economy.
4. Sustainable and quality development – to encourage the use of quality materials and design and incorporation of green technology.

To achieve these objectives, the Town may provide a temporary abatement of increased assessed value for the real property portion of a project if the project meets the criteria listed below. Economic development projects shall not have a negative financial impact on the Town at the conclusion of the abatement term. The Town reserves the right to approve the cost-benefit analysis model used to determine the financial impact.

Any and all decisions to grant and to establish terms of an incentive pursuant to this policy shall be within the sole and absolute discretion of the Windsor Town Council.

### **II. Precedents to Granting Incentive**

The Town Council shall consider the following conditions as precedents to granting property tax incentives:

A. Existence of economic benefit. The project must add to the Windsor economy. Evaluation criteria to be used in determining benefit to the community shall include but not be limited to: the amount of capital investment, whether the project produces value-added products and services, and whether the project provides a positive fiscal impact and economic impact.

B. Types of business. The project shall be of a nature that has been identified by the Town Council as desirable to stimulate the local economy and improve the quality of life for its citizens. To meet this objective, the project must involve one of the following:

1. Manufacturing firms, as per the Manufacturing Assistance Act,
2. Class “A” office space,
3. Offices for advanced medical procedures,

4. Significant Fiscal Impact Project. A Significant Fiscal Impact Project shall mean any eligible use, as per Connecticut General Statutes Section 12-65b (b), which makes a capital investment in taxable personal property and improvements to real property equal to or greater than \$60 million dollars, and

5. Permanent multi-family residential projects located in Windsor Center Design Development Area (section II B 5 sunsets January 31, 2017, therefore applications for this eligible use must be approved prior to said sunset date).

C. Maintain existing tax base. Assistance will be given to businesses that invest in new buildings or building expansions. Property taxes on the existing land and facilities shall not be reduced for new development projects.

D. Definition of businesses. The following definitions will be used in determining the term of abatement and the level of capital investment required.

1. Existing business is a business that shall have had facilities and operations in the Town for a period of not less than one year.

2. New business is a business that is new to Town or has not had facilities and operations in Town for a period of at least one year.

E. General requirements. Applications for assessment abatement must conform to the following requirements:

1. Applicant must not be delinquent in any taxes or charges due to the Town of Windsor.
2. If the end user of the proposed facility is a lessee, then the tax benefits created by this abatement must be clearly reflected in the lease as accruing to the Applicant Company and the lease must be at least for the term of the abatement period.
3. An agreement entered into pursuant to this policy shall not be subject to assignment, transfer, or sale without the written consent of the Windsor Town Council.
4. After approval of an application by the Town Council and approval of a site plan by the Town Planning and Zoning Commission, construction shall commence within six months and shall be completed within twenty-four months. The Town Council must approve any extension of these deadlines.
5. In the event that the applicant, during the period of its participation in this program:
  - a. relocates its business from Windsor,
  - b. becomes delinquent in taxes or fees,
  - c. closes its operation, or
  - d. declares bankruptcy, then any tax incentive benefit enjoyed by the applicant under this program shall be forfeited and the applicant shall be required to pay back all taxes that would have been assessed had the applicant not participated. The period of participation shall extend for three years beyond the term of the abatement.

### **III. Abatement Criteria and Adjustments**

All projects receiving an abatement shall meet the criteria detailed below.

A. Local Employment. The applicant shall commit to use its best efforts to make new job opportunities created by the project available to Windsor town residents.

B. Wages. The Town expects projects that pay at or above the median wage for similar positions in Hartford County.

C. Building Design. Projects must be in compliance with the Town of Windsor Plan of Conservation and Development and must utilize construction materials that meet or exceed the town's requirements.

**IV. Abatement Schedule**

A. For New Business, in setting an abatement schedule as part of a Fixed Assessment Agreement, the Town Council will use the following table as a guide. The minimum required investment shall be based upon the actual capital investment in taxable real property improvements, excluding land cost and personal property. The percentage abatement may vary from year to year provided that the average percentage abatement shall not exceed the maximum average percentage over the entire term.

<u>Minimum Taxable Real Property Improvement (Market Value)</u>	<u>Maximum Average % Abated Over Term</u>	<u>Maximum Term</u>
<u>\$500 K -10M</u>	<u>30%</u>	<u>3 years</u>
<u>\$11-20M</u>	<u>40%</u>	<u>4 years</u>
<u>\$21-30M</u>	<u>50%</u>	<u>5 years</u>
<u>\$31-50M</u>	<u>60%</u>	<u>5 years</u>
<u>\$51-80M</u>	<u>70%</u>	<u>5 years</u>
<u>Over \$80M</u>	<u>100%</u>	<u>7 years</u>

B. For Existing Business, in setting an abatement schedule as part of a Fixed Assessment Agreement, the Town Council will use the following table as a guide. The minimum required investment shall be based upon the actual capital investment in taxable real property improvements, excluding land cost and personal property. The percentage abatement may vary from year to year provided that the average percentage abatement shall not exceed the maximum average percentage over the entire term.

<u>Minimum Taxable Real Property Improvement (Market Value)</u>	<u>Maximum Average % Abated Over Term</u>	<u>Maximum Term</u>
<u>\$350 K -3M</u>	<u>40%</u>	<u>3 years</u>
<u>\$4M- 10M</u>	<u>40%</u>	<u>4 years</u>
<u>\$11-20M</u>	<u>40%</u>	<u>4 years</u>
<u>\$21-30M</u>	<u>50%</u>	<u>5 years</u>
<u>\$31-50M</u>	<u>60%</u>	<u>5 years</u>
<u>\$51-80M</u>	<u>70%</u>	<u>5 years</u>
<u>Over \$80M</u>	<u>100%</u>	<u>7 years</u>

C. Adjustment to Abatement Schedule. The Town Council may adjust the abatement schedule as set forth in Section IV, A. by increasing the average percentage abatement by not more than 10% based on the following criteria:

1. Wages. An increase in the average percentage abatement of up to 5 % may be considered when the project includes wages that exceed the median wages for similar positions in Hartford County.
2. Targeted Industries. An increase in the average percentage abatement of up to 5% may be considered for projects that are targeted industries per the town's target industry list.
3. Building Design. An increase in the average percentage abatement of up to 5% may be considered for use of high quality materials on the building exterior and/or the use of sustainable technologies including photovoltaic power sources.

## **V. Application Procedure**

- A. Any eligible owner and/or lessee may apply under this Policy to the Town of Windsor on application forms provided by the Economic Development Director. The applicant shall provide all required information in sufficient detail to allow the Town to determine costs and benefits associated with the implementation of a requested tax incentive. This information should include when appropriate the following:
  1. Description of the project including an estimate of the number of jobs to be created and their wages.
  2. Description of the applicant and its products or services and including a listing of its officers.
  3. An estimate of the costs of the proposed improvements.
  4. A construction schedule.
  5. Identification of the assessment abatement schedule requested and specific justification for any adjustments per Section IV, C.
  6. Identification of any other public incentives, financial or otherwise which are included in the project financing.
  7. A calculation of the taxes foregone.
  8. A statement of the benefits to the Town for granting a tax assessment abatement including an estimate of local taxes to be paid and purchases from local vendors and a description of planned corporate community involvement.
  9. Other information as requested by the Town.
- B. Each application shall be accompanied by a filing fee of five hundred (\$500.00) dollars.
- C. Upon receipt of the completed application and fee, the Economic Development Director shall refer the application to the Town Manager and Economic Development Commission for review and recommendation. Each application shall be reviewed on a case-by-case basis. The Town Manager and Economic Development Commission shall each forward recommendations in writing to the Town Council.

- D. The Town Council, in its sole discretion, shall approve, approve with modifications and conditions or deny the application.

## **VI. Agreement**

- A. Pursuant to the Town Council decision, the applicant shall enter into a written agreement with the Town fixing the assessment of the real property in accordance with the assessment abatement schedule that was approved.
- B. Said agreement shall incorporate appropriate provisions of the Policy, in particular, the following:
1. Applicant must not be delinquent in any taxes or charges due to the Town.
  2. If the end user of the proposed facility is a lessee, then the tax benefits created by this abatement must be clearly reflected in the lease as accruing to the Applicant Company and the lease must be at least for the term of the abatement period.
  3. An agreement entered into pursuant to this policy shall not be subject to assignment, transfer, or sale without the written consent of the Windsor Town Council.
  4. After approval of an application by the Town Council and approval of a site plan by the Town Planning and Zoning Commission, construction shall commence within six months and shall be completed within twenty-four months. The Town Council must approve any extension of these deadlines.
  5. In the event that the applicant during the period of its participation in this program:
    - a. Relocates its business from Windsor,
    - b. Becomes delinquent in any taxes or fees,
    - c. Closes its operation in Windsor, or
    - d. Declares bankruptcy,then any tax incentive benefit enjoyed by the applicant under this program shall be forfeited and the applicant shall be required to pay back all taxes that would have been assessed had the applicant not participated. The period of participation shall extend for three years beyond the term of the abatement.
  6. Applicant shall provide a report annually regarding its compliance with the employment and wage provisions of this Policy. Said report shall be in writing upon such forms as are provided for this purpose by the Town.
  7. Failure to comply with any of the conditions associated with a fixed assessment project including but not limited to provisions of the fixed assessment agreement and any requirements specified by any of Windsor's land use commissions may result in the Town Council's review of, and possible modification to, said fixed assessment agreement.

## **Town of Windsor, Connecticut Assessment Abatement Policy**

### **Targeted Business List February, 2004**

The following businesses qualify as a targeted business under the Town of Windsor Assessment Abatement Policy. The ultimate determination as to whether a specific applicant is a targeted business shall be with the Town Council.

1. Class A office space - Class "A" office space must include the following features:
  - a. Two or more stories
  - b. Minimum of 50,000 SF of floor area
  - c. Incorporates broadband communications technology throughout
  - d. High-speed elevators
  - e. Life-safety and security programs
  - f. On-site management
  - g. Energy management system
  
2. Biotechnology firms – these include bioscience, biotechnology and bio-medical research companies as defined by the Connecticut Bioscience Cluster and including companies that manufacture related scientific and laboratory equipment or products.




## Agenda Item Summary

Date: July 1, 2019

To: Honorable Mayor and Members of the Town Council

Prepared By: Paul Goldberg, Fire Administrator/EMD  
Joshua Steele Kelly, Management Analyst

Reviewed By: Peter Souza, Town Manager 

Subject: CRCOG Natural Mitigation Plan Update

### Background

The Capitol Region Council of Governments (CRCOG) is active in planning for natural hazards mitigation in order to reduce our vulnerabilities to natural disasters and enable our communities to minimize losses and recover more effectively when disasters do occur. The initial *Capitol Region Disaster Natural Hazard Mitigation Plan Update* was approved by FEMA on September 24, 2008 and the most recent update was approved on December 5, 2014. This plan identifies natural hazard risks and vulnerabilities and strategies for reducing losses regionally and in each member's municipality.

Formal adoption of the plan by participating municipalities enables each municipality to be eligible to apply for FEMA hazard mitigation project grants. Continued eligibility for FEMA hazard mitigation grants will require adoption of the *2019-2024 Capitol Region Natural Hazards Mitigation Plan Update* by the communities of the region.

### Discussion/Analysis

Town staff have participated in the four step planning process with CRCOG to accomplish the update of the Natural Mitigation Plan for the region. During this planning process, staff attended several meetings that covered and/or reviewed the following;

1. Resources
2. Risk assessment
3. Development of Mitigation Plans
4. Implement Plan and Monitor Progress

Risks assessed include dam failure, drought, earthquakes, flooding, hurricanes and tropical storms, severe winter storms, thunderstorms, tornadoes, and wildfires. CRCOG retained a consulting firm to assist each town to review data, suggest changes and then integrate information into the updated master plan for the region. Several regional public meetings were held to gather input.

Windsor's section of the plan begins by providing context for the community and identifying "critical facilities" in town that would or could be used as part of an emergency response if the need arose. Preparedness-related upgrades completed since the 2014 – 2019 plan was adopted, such as those made to the restrooms and showers at the L.P. Wilson emergency shelter and the addition of new self-contained breathing apparatus at all fire stations were noted.

The amount of reimbursement given to the Windsor community by FEMA programs over the course of 20 years totals \$2,048,747. This includes money paid out from the Public Assistance program for flood events (\$11,622), hurricane events (\$40,276), and winter storm events (\$1,906,450), as well as money provided to private property owners through the National Flood Insurance Program (\$90,399). The town also benefited in part from a reimbursement granted to the greater Hartford area for a 2013 tornado event.

The report provides an estimate of the total potential economic loss that could be felt by the community in the event that various natural disasters were to occur. The plan identifies new goals for the 2019 – 2024 period. Goals include, but are not limited to, replacing the town's emergency communications system, potentially increasing shelter capacity by identifying new facilities to utilize as a shelter, identifying and developing a secondary emergency operations center, increasing training for hazard response, and developing maintenance plans for identified stormwater facilities (see attached 2019 – 2024 Plan Outline.)

The regional plan has been reviewed by FEMA and has been accepted pending approval of towns in the region. Each municipality is asked to formally adopt the Capitol Region Natural Hazards Mitigation Plan Update by resolution of their local governing body.

#### Financial Impact

Continued potential to receive FEMA hazard mitigation grants.

#### Other Board Action

None.

#### Recommendations

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

**"MOVE, that the Town Manager is authorized to execute the attached resolution for the 2019-2024 Capitol Region Pre-Disaster Natural Hazard Mitigation Plan Update."**

#### Attachments

Hazard Mitigation Plan Resolution

2019 – 2024 Plan Outline

Windsor's Section of Regional Natural Hazard Mitigation Plan

**CRCOG**  
**Pre-Disaster Natural Hazard**  
**Mitigation Plan**  
**Resolution**

**The Town of Windsor Resolution Adopting  
2019 – 2024 Capitol Region Natural Hazards Mitigation Plan Update**

**WHEREAS**, the Town of Windsor Town Council recognizes the threats that natural hazards pose to people and property with the Town of Windsor; and

**WHEREAS**, the Town of Windsor, in collaboration with the Capitol Region Council of Governments (CRCOG), has prepared a multi-hazard mitigation plan known as the 2019-2024 Capitol Region Natural Hazards Mitigation Plan Update in accordance with the Disaster Mitigation Act of 2000; and

**WHEREAS**, the 2019-2024 Capitol Region Natural Hazards Mitigation Plan Update has identified mitigation goals and actions to reduce or eliminate long-term risk to people and property from the impacts of future natural hazards and disasters that affect the Town of Windsor and the region; and

**WHEREAS**, public and committee meetings were held prior to the adoption of this resolution regarding the development and review of the 2019 – 2024 Capitol Region Natural Hazards Mitigation Plan Update; and

**WHEREAS**, the Federal Emergency Management Agency/Department of Homeland Security has approved the 2014-2019 Capitol Region Natural Hazards Mitigation Plan Update, on condition of local adoption, enabling the Town of Windsor to apply for Hazard Mitigation grant funding; and

**WHEREAS**, adoption by the Town of Windsor Town Council demonstrates their commitment to achieving the hazard mitigation goals outlined in the Town of Windsor’s section of the 2019-2024 Capitol Region Natural Hazards Mitigation Plan Update.

**NOW, THEREFORE, BE IT RESOLVED**, that the Town of Windsor Town Council hereby adopts the 2019-2024 Capitol Region Natural Hazards Mitigation Plan Update.

**Date of Adoption:** \_\_\_\_\_

**Signed:** \_\_\_\_\_  
(Chief Elected Official)

**Name of Chief Elected Official:** \_\_\_\_\_

**CRCOG**  
**Pre-Disaster Natural Hazard**  
**Mitigation Plan**  
**2019-2024 Plan Outline**

## 2019 – 2024 PLAN OUTLINE

Require “Inspection & Maintenance Agreement” recorded on land records for private developments.

Conduct outreach on ongoing property maintenance with respect to flooding, wind, freezing and other hazards. Use town web page for information in addition to social media.

Replace the Town's emergency services communications system.

Identify, prioritize and implement local road improvements on an annual basis.

Conduct outreach to local small businesses with the aim of preventing the accidental release and pollution from chemicals stored and used at their facilities during or following natural hazard events.

Coordinate with CROG to share resources and gain technical support for hazard mitigation actions involving stormwater management and public outreach, which have parallel benefits related to MS4 stormwater permit compliance.

Increase sheltering capacity by identifying additional shelter facilities. Consider looking at new shelter at 330 Windsor Ave.

Increase training for hazard response, e.g. National Incident Management System (NIMS). Include fire, police, EOC and schools.

Review and revise, as necessary, zoning regulations to ensure developers maintain stormwater retention capacity in compliance with MS4 zoning requirements.

Work with MDC to identify potential hazard mitigation actions for MDC facilities, and list those actions in the next HMP Update.

Develop and implement maintenance plan for all identified stormwater facilities.

Identify and develop a secondary emergency operations center.

Participate in Emergency Management Institute courses or the seminars and annual conference held by the Connecticut Association of Flood Managers.

Contact the owners of Repetitive Loss Properties and nearby properties at risk to inquire about mitigation undertaken and suggest options for mitigating flooding in those areas.

Complete an analysis of costs and benefits of joining the FEMA Community Rating System.

Work with CT DEEP to complete a formal validation of the Repetitive Loss Property list and update the mitigation status of each listed property.

Perform a flood risk assessment of the Mill, Meadow, and Deckers Brooks watersheds. Consider flood extents from the 1984, 2003, and 2005 events.

Develop and implement maintenance plan for River Street retaining wall

**CRCOG**  
**Pre-Disaster Natural Hazard**  
**Mitigation Plan**  
**(for Windsor)**



## 37 Windsor

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### Community Overview

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Windsor is a suburban community with a land area of 30 square miles and an estimated population of about 29,044. Elevation ranges from about 32 feet on the eastern side to about 200 feet in the western edge. Windsor primarily lies within the Connecticut River Mainstem Watershed, with its southeast area falling within the Farmington River Watershed. The Town also encompasses several sub-regional drainage basins. The Connecticut River flows the length of the eastern Town boundary. The Farmington River runs from west to east and joins the Connecticut River in Windsor. Other watercourses in Town include Deckers, Meadow, Mill, Phelps, and Rainbow Brooks.

Interstates 91 and 291 run through and intersect in Windsor. In addition, the highway connector between Interstate 91 and Bradley International Airport (Route 20) runs along the northern boundary of Windsor. An active railroad parallels Route 91, running north-south through Windsor. An Amtrak commuter rail line and the Hartford Line commuter rail each stop in the Town. Other major transportation routes through town include state routes 75, 159, 178, 187, 218 and 305.

Windsor is a growing center of employment within the region, and as such, experiences an increase in daytime population. According to the Connecticut Department of Labor, the average annual employment for 2010 was 23,809 jobs. Power generation, aerospace, insurance, computer aided design and manufacturing software development, medical technology, financial services, manufacturing of computer components, electronics, machine tools, adhesives, measuring devices, automotive parts, air movement equipment, and shade-grown tobacco are the principal industries. The largest employers include the new Amazon logistics center, Dollar Tree, Hartford Life, VOYA, GE/Alstom Power, CIGNA, the Town of Windsor, Walgreens, Eversource, Waste Management, and Konica Minolta. The Day Hill Road area has a high concentration of employers, and is planned to grow as an employment and residential center as the mixed-use Great Pond Village is developed. Great Pond Village proposes to add more than 1,000 residential units and a mixture of commercial development including warehousing and distribution facilities. This growth must be factored into disaster planning. Windsor has space available for additional future development.

### Critical Facilities

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Critical Facilities throughout the Capitol Region are listed in Appendix B. In Windsor these include the Town Hall, Public Safety Complex, Ambulance Facility, five Fire Stations, the DPW facility, a Wastewater Treatment Plant and three pump stations, the train station, the LP Wilson Community Center and Senior Center, one high school, one middle school, four elementary schools, the CREC Academy of Aerospace and Engineering, Loomis Chaffee boarding school, River Street School, Windsor Animal Shelter, and two privately owned Senior Housing facilities.



The Town Hall houses the Emergency Operations Center (EOC) and has an emergency generator. The Public Safety Complex houses both a fire station and the police station. The LP Wilson Community Center and Senior Center (the Center) is the designated emergency shelter. Sheltering equipment is stored onsite at the Center. The Windsor Animal Shelter can be used to shelter animals during an emergency.

**Table 37-1: Critical Facilities, Windsor**

Facility	Shelter	Generator
Town Hall (EOC)		X
Public Safety Complex		X
Ambulance Facility		X
5 Fire Stations		X
DPW Facility		X
Wastewater Treatment Plant		X
3 Pump Stations		X
Train Station		
LP Wilson Community Center	X	X
High School		Partial
Middle School		
4 Elementary Schools		
Academy of Aerospace & Engineering		X
Loomis Chaffee (boarding school)		X
CREC River Street School		Partial
Windsor Animal Shelter	Animals	X
2 Senior Housing Facilities		X

### Capabilities

Hazard mitigation is incorporated into Windsor’s Plan of Conservation and Development (POCD). POCD actions specifically address natural hazards. Since 2008, there have been no changes in land use or housing development in the special flood hazard area or that would affect the Town’s vulnerability to natural hazards.

Windsor uses the Everbridge Reverse 9-1-1 system to alert residents of hazardous conditions.

Improvements were made in both 2007 and 2011 to address the area adjacent to Meadow Brook in the southern end of town. In 2007, the town replaced the culvert beneath the roadway, which improved the hydraulic capacity of the brook in the area. In 2011, slope stabilization work on the upstream banks of the channel was completed to reduce the potential for erosion that could impact the hydraulic capacity of the channel, and help maintain long term functionality of the improvements completed in 2007. Improvements to Batchelder Road, Pleasant Street, and River Street have decreased the risk of isolation during a flood.

Ordinances in place that relate to hazard mitigation include Stormwater Management, Erosion and Sediment Control, and Zoning Regulations that require stormwater management and erosion and sediment control. Regulations also require power lines be buried at new developments.



The Fire Department is completely volunteer, and has a good system in place to recruit and train volunteers. The DPW is responsible for, and fully capable of completing, tree removal. GIS work relevant to hazard mitigation is performed in-house.

### New Capabilities

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The restrooms and showers at the emergency shelter were upgraded to better meet sheltering needs.

The Fire Department has purchased new self-contained breathing apparatus for all stations.

Windsor was updating the Town website at the time of plan development to include information on emergency preparedness; the website will include instructions on preparing an “emergency kit.”

### Challenges

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#### Challenges Overview

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Challenges the community faces regarding responding to natural disasters include areas within town that may become inaccessible due to flooding, the need for emergency generators at locations that provide life safety services to parts of the community, and the difficulty of retrieving real time data regarding the status of upstream dams to anticipate flooding impacts.

Areas at risk of flooding include Batchelder Road, Pleasant Street, and River Street.

There are no dry hydrants in Town.

#### Hazard Losses

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The economic losses faced by the community from natural hazards can be estimated by reviewing historic, and modeling future, loss figures. Loss estimates are summarized below.

#### *Historic FEMA Payments*

FEMA reimburses communities for hazard losses through programs including Public Assistance (PA) and the National Flood Insurance Program (NFIP). Combining PA and private flood insurance payments can give an estimate for total losses to a community.

The National Flood Insurance Program (NFIP) has paid out 26 claims in Windsor totaling \$90,399.44 to-date. Repetitive losses are also a challenge for the town. Two properties adjacent to Meadow Brook in the southern end of town have been identified as repetitive loss (RL) structures. The NFIP has paid out \$31,638.42 in four claims on these properties.

Total PA reimbursements to the community were as follows:

- Flood Events: \$11,622 (\$612 annually)



- Hurricane Events: \$40,276 (\$2,120 annually)
- Winter Storm Events: \$1,906,450 (\$100,339 annually)

These are summarized in the tables below.

**Table 37-2: Flood Event PA Reimbursements, Windsor**

<b>Incident</b>	Sep 1999	Oct 2005
<b>Declaration</b>	9/23/1999	12/16/2005
<b>Disaster No.</b>	1302	1619
<b>Entity</b>	<b>FEMA PA Reimbursement</b>	
<b>State</b>	\$1,347	\$1,670
<b>Municipal</b>	\$0	\$8,604
<b>Nonprofit</b>	\$0	\$0
<b>Total</b>	\$1,347	\$10,275
<b>Annualized</b>	\$71	\$541

**Table 37-3: Hurricane Wind Event PA Reimbursements, Windsor**

<b>Incident</b>	Aug - Sep 2011 (T.S. Irene)
<b>Declaration</b>	9/2/2011
<b>Disaster #</b>	4023
<b>Entity</b>	<b>FEMA PA Reimbursement</b>
<b>State</b>	\$1,277
<b>Municipal</b>	\$38,999
<b>Nonprofit</b>	\$0
<b>Total</b>	\$40,276
<b>Annualized</b>	\$2,120

**Table 37-4: Winter Storm PA Reimbursements, Windsor**

<b>Incident</b>	Mar 2003	Dec 2003	Jan 2005	Feb 2006	Jan 2011	Oct 2011	Feb 2013
<b>Declaration</b>	3/11/03	1/15/04	2/17/05	5/2/06	3/3/11	11/17/11	3/21/13
<b>Disaster #</b>	3176	3192	3200	3266	1958	4046	4106
<b>Entity</b>	<b>FEMA PA Reimbursement</b>						
<b>State</b>	\$25,183	\$22,576	\$29,783	\$36,151	\$31,497	\$12,989	\$61,211
<b>Municipal</b>	\$43,105	\$65,268	\$76,340	\$82,281	\$118,753	\$1,081,215	\$207,493
<b>Nonprofit</b>	\$7,709	\$0	\$0	\$0	\$4,897	\$0	\$0
<b>Total</b>	\$75,997	\$87,843	\$106,123	\$118,432	\$155,147	\$1,094,204	\$268,704
<b>Annualized</b>	\$4,000	\$4,623	\$5,585	\$6,233	\$8,166	\$57,590	\$14,142



*National Centers for Environmental Information Losses*

The table below summarizes events in the National Centers for Environmental Information (NCEI) severe storm database that were specifically noted as having impacted the community since 2012.

**Table 37-5: NCEI Database Losses since 2012, Windsor**

Date	Event	Property Damage
7/1/2013	Tornado	*\$1,700,000
<b>Total</b>		\$1,700,000

\* Damages from storm divided between multiple communities

NCEI losses under other event categories (such as drought, high wind, flooding, and winter storms) were not specifically noted as impacting this community, though they did impact Hartford County and nearby towns. NCEI losses are reported in Section II of this Plan.

*HAZUS-MH Losses*

CRCOG used FEMA’s Hazus-MH model to analyze the risks that the community might face from flooding, hurricanes, and earthquakes. The model estimates economic losses due to damage to buildings and building contents, as well as other economic disruptions. Both residential and commercial structures are addressed. Losses from different hazards are summarized below. Where available, estimates from the previous and current versions of the HMP are provided side-by-side; differences between the two may have been caused by a combination of the following:

- Changes in methodology: such as hazard zone mapping
- Changes in data: such as population and property values
- Changes in the model: this HMP utilized Hazus-MH version 4.0 rather than 2.1
- Other factors: inherent in a complex software like Hazus-MH

More details are available in the Multi-Jurisdictional HMP. Ultimately, changes in the loss estimates reflect the reality that small differences in hazard event features can have a significant impact on losses incurred.



**Table 37-6: Estimated Damages to Windsor from a 1% Annual-Chance Flood**

Loss Type	2014 Results	2018 Results
Households Displaced	614	469
People Needing Shelter	1,575	847
Buildings at Least Moderately Damaged	292	19
<b>Economic Losses</b>		
Residential Building & Content Losses	\$89,300,000	\$53,714,012
Other Building & Content Losses	\$43,170,000	\$35,092,664
<b>Total Building &amp; Content Loss</b>	<b>\$132,470,000</b>	<b>\$88,806,676</b>
<b>Total Business Interruption Losses</b>	<b>\$240,000</b>	<b>\$1,592,762</b>
<b>TOTAL</b>	<b>\$132,710,000</b>	<b>\$90,399,437</b>

**Table 37-7: Estimated Damages to Windsor from a 1% Annual-Chance Hurricane**

Loss Type	2014 Results (1938 event)	2018 Results (1% track)
Buildings at Least Moderately Damaged	978	6
Buildings Completely Damaged	59	0
Total Debris Generated	44,721 tons	7968
Truckloads (at 25 tons/truck) of building debris	492	319
<b>Economic Losses</b>		
Residential Building & Content Losses	\$97,120,000	\$19,700,717
Other Building & Content Losses	\$23,750,000	\$712,319
<b>Total Building &amp; Content Loss</b>	<b>\$120,870,000</b>	<b>\$20,413,036</b>
<b>Total Business Interruption Losses</b>	<b>\$14,660,000</b>	<b>\$534,803</b>
<b>TOTAL LOSSES</b>	<b>\$135,530,000</b>	<b>\$20,947,839</b>

Losses were calculated from a modeled probabilistic earthquake (1% annual-chance of occurrence), as well as for four specific scenarios with epicenters around Connecticut.

**Table 37-8: Estimated Damages to Windsor from a Probabilistic Earthquake**

Loss Type	2018 Results
Wage Loss	\$4,540
Rent Loss	\$4,337
Relocation Loss	\$6,986
Income Loss	\$3,752
Inventory Loss	\$544
<b>Total Business Disruption</b>	<b>\$20,159</b>
Structural Loss	\$14,331
Non-Structural Loss	\$43,065
<b>Total Building Loss</b>	<b>\$57,395</b>
<b>Total Content Loss</b>	<b>\$17,564</b>
<b>TOTAL LOSSES</b>	<b>\$95,119</b>



**Table 37-9: Estimated Damages to Windsor from Modeled Earthquake Scenarios**

Epicenter Location	Magnitude	Estimated Total Losses
East Haddam	6.4	\$359,252.95
Haddam	5.7	\$82,561.47
Portland	5.7	\$228,901.83
Stamford	5.7	\$9,581.82

*Average Annualized Losses*

Average Annualized Loss (AAL) figures are useful tools for comparison of the risks faced from different hazards with different likelihoods of occurring in a given time period. AAL estimates were prepared for each natural hazard that may impact the community based on the methodologies discussed in Section II of the Multi-Jurisdictional HMP. Dam failure, drought, tornado, and wildfire losses were sourced from the 2014 Connecticut Natural Hazard Mitigation Plan Update, with dam failure data supplemented by the National Performance of Dams Program and the Connecticut Department of Energy & Environmental Protection. Earthquake and hurricane losses were calculated in HAZUS-MH. Losses for flooding came from NFIP claims, for winter storms from Public Assistance Reimbursements, and for thunderstorms from the NCEI database. These are presented in the table below in dollars per year. Note that Hurricanes and Tropical Storms represent the largest share of total annualized losses.

**Table 37-10: Average Annualized Losses, Windsor**

Dam Failure	Drought	Earthquakes	Flooding	Hurricanes and Tropical Storms	Severe Winter Storms	Thunderstorms	Tornadoes	Wildfires	Total
\$52	\$0	\$95,119	\$2,991	\$1,820,726	\$100,339	\$3,857	\$426,130	\$5,483	\$2,454,698

*Losses Summary*

A review of the above loss estimates demonstrates that the Town of Windsor has experienced significant expenses as a result of natural hazards and is at risk for additional losses if some of the less-frequent events were to occur. These actual and potential losses justify hazard mitigation actions to reduce losses in the future.

Mitigation Strategies and Actions

Noted Hazard Mitigation Needs

Over the course of Plan development, specific hazard mitigation needs were noted.

- Windsor is in need of a new communication system for emergency services. The Town intends to replace the current system in 2019 if accepted by the Town Council and voters in the fall of 2018.



## Status of Previous Mitigation Strategies and Actions

The Town of Windsor reviewed the mitigation actions proposed in the 2014-2019 Capitol Region Natural Hazards Mitigation Plan Update and determined the status of each. That information is included in the table below.

**Table 37-11: Status of Previous Mitigation Strategies and Actions, Windsor**

Action #	Action	Notes	Status
<b>GOAL: REDUCE THE IMPACT OF FLOODING ON PROPERTY, TRANSPORTATION AND TOWN INFRASTRUCTURE.</b>			
<b>Objective 1: Review and analyze (Mill, Meadow and Deckers Brooks) watersheds.</b>			
1.1	Map flooding extents from 1984, 2003 and 2005 incidents.	Not completed due to limited resources. Action is combined with action 1.2.	Carry Forward with Revisions
1.2	Prioritize watersheds based on historic negative impact.	Not completed due to limited resources. Action is combined with action 1.1.	Carry Forward with Revisions
1.3	Implement identified improvements.	Action depends on completion of above actions and is outside the planning period of this document.	Drop
<b>Objective 2: Ensure emergency service accessibility through transportation infrastructure improvements.</b>			
2.1	Develop and implement maintenance plan for River Street retaining wall.	Not completed due to limited resources.	Carry Forward
2.2	Identify, prioritize and implement local road improvements.	Town has Pavement Management Program, including inspections.	Capability
2.3	Pursue improvements of state roads with the CT Department of Transportation.	Town feels CT DOT is capable of improving State roads and this action is not necessary	Drop
<b>Objective 3: Reduce flooding impacts through infrastructure enhancements.</b>			
3.1	Increase stormwater retention capacity.	Improvements to Town drainage made yearly, detention basins cleaned annually. Focus on zoning and compliance with MS4.	Capability
3.2	Develop and implement maintenance plan for stormwater facilities.	Inventory of town facilities complete. Need to implement formal maintenance plan and evaluation.	Carry Forward with Revisions
3.3	Support Metropolitan District Commission efforts to prevent flood water infiltration of sewer system.	MDC reaches out to residents and supports their efforts. The Town will continue to work with the MDC on addressing infiltration issues throughout the town.	Carry Forward with Revisions
3.4	Conduct public information campaign on property maintenance with respect to flooding, wind, freezing and other hazards.	No outreach conducted due to limited resources. Need to use websites and social media to educate public.	Carry Forward with Revisions
<b>Objective 4: Ensure adequate flood insurance coverage for residents.</b>			
4.1	Pursue Community Rating System designation from FEMA.	Town has not yet ascertained that this action is cost-beneficial. Replace with new action below.	Carry Forward with Revisions



## Active Mitigation Strategies and Actions

The Town proposed to initiate several new mitigation actions for the upcoming five years. Additionally, a number of actions from the previous planning period are being carried forward or replaced with revised actions. These are listed below.

Each of the following actions has been prioritized based on FEMA guidelines, listed from highest to lowest priority, and numbered.

### Action #1

**Require "Inspection & Maintenance Agreement" recorded on land records for private developments.**

<b>Goal</b>	2. Ensure Municipal Codes and Regulations support hazard mitigation
<b>Category</b>	Prevention
<b>Lead</b>	Engineering
<b>Cost</b>	\$0 - \$10,000
<b>Funding</b>	Town Operating Budget
<b>Timeframe</b>	07/2019 - 06/2020
<b>Priority</b>	High

### Action #2

**Conduct outreach on ongoing maintenance with respect to flooding, wind, freezing and other hazards. Use town web page for information in addition to social media.**

<b>Goal</b>	6. Improve public outreach, education, and warning systems
<b>Category</b>	Education & Awareness
<b>Lead</b>	Emergency Management
<b>Cost</b>	\$0 - \$10,000
<b>Funding</b>	Town Operating Budget
<b>Timeframe</b>	07/2019 - 06/2020
<b>Priority</b>	High

### Action #3

**Replace the Town's emergency services communications system.**

<b>Goal</b>	7. Improve the emergency response capabilities of the region and its communities
<b>Category</b>	Preparedness & Emergency Response
<b>Lead</b>	Safety Services
<b>Cost</b>	More than \$100,000
<b>Funding</b>	Town Capital Improvement Budget
<b>Timeframe</b>	07/2022 - 06/2023
<b>Priority</b>	High





**Action #4**

**Identify, prioritize and implement local road improvements on an annual basis.**

<b>Goal</b>	5. Improve the resilience of local and regional utilities and infrastructure using strategies including adaptation, hardening, and creating redundancies.
<b>Category</b>	Structural Projects
<b>Lead</b>	Public Works
<b>Cost</b>	\$0 - \$10,000
<b>Funding</b>	Town Operating Budget
<b>Timeframe</b>	07/2019 - 06/2024
<b>Priority</b>	Medium

**Action #5**

**Conduct outreach to local small businesses with the aim of preventing the accidental release and pollution from chemicals stored and used at their facilities during or following natural hazard events.**

<b>Goal</b>	6. Improve public outreach, education, and warning systems
<b>Category</b>	Education & Awareness
<b>Lead</b>	Planning, in coordination with DEEP
<b>Cost</b>	\$0 - \$10,000
<b>Funding</b>	Materials & Resources Provided by CT DEEP
<b>Timeframe</b>	07/2019 - 06/2020
<b>Priority</b>	Medium

**Action #6**

**Coordinate with NEMO and CRCOG to share resources and gain technical support for hazard mitigation actions involving stormwater management and public outreach, which have parallel benefits related to MS4 stormwater permit compliance.**

<b>Goal</b>	1. Minimize the impact of natural hazards on physical buildings and infrastructure
<b>Category</b>	Prevention
<b>Lead</b>	Public Works
<b>Cost</b>	\$0 - \$10,000
<b>Funding</b>	Town Operating Budget
<b>Timeframe</b>	07/2020 - 06/2021
<b>Priority</b>	Medium



**Action #7**

**Increase sheltering capacity by identifying additional shelter facilities. Consider looking at new shelter at 330 Windsor Ave.**

<b>Goal</b>	7. Improve the emergency response capabilities of the region and its communities
<b>Category</b>	Preparedness & Emergency Response
<b>Lead</b>	Emergency Management
<b>Cost</b>	\$0 - \$10,000
<b>Funding</b>	Town Operating Budget
<b>Timeframe</b>	07/2020 - 06/2023
<b>Priority</b>	Medium

**Action #8**

**Increase training for hazard response, e.g. National Incident Management System (NIMS). Include fire, police, EOC and schools.**

<b>Goal</b>	7. Improve the emergency response capabilities of the region and its communities
<b>Category</b>	Preparedness & Emergency Response
<b>Lead</b>	Emergency Management
<b>Cost</b>	\$0 - \$10,000
<b>Funding</b>	Town Operating Budget / Grants / DEMHS
<b>Timeframe</b>	07/2020 - 06/2023
<b>Priority</b>	Medium

**Action #9**

**Review and revise, as necessary, zoning regulations to ensure developers maintain stormwater retention capacity in compliance with MS4 zoning requirements.**

<b>Goal</b>	2. Ensure Municipal Codes and Regulations support hazard mitigation
<b>Category</b>	Prevention
<b>Lead</b>	Engineering
<b>Cost</b>	\$10,000 - \$25,000
<b>Funding</b>	Town Operating Budget / Grants / CT DEEP
<b>Timeframe</b>	07/2019 - 06/2021
<b>Priority</b>	Medium



**Action #10**

**Work with MDC to identify potential hazard mitigation actions for MDC facilities, and list those actions in the next HMP Update.**

<b>Goal</b>	5. Improve the resilience of local and regional utilities and infrastructure using strategies including adaptation, hardening, and creating redundancies.
<b>Category</b>	Property Protection
<b>Lead</b>	Public Works
<b>Cost</b>	\$10,000 - \$25,000
<b>Funding</b>	DEMHS / MDC
<b>Timeframe</b>	07/2020 - 06/2022
<b>Priority</b>	Medium

**Action #11**

**Develop and implement maintenance plan for all identified stormwater facilities.**

<b>Goal</b>	5. Improve the resilience of local and regional utilities and infrastructure using strategies including adaptation, hardening, and creating redundancies.
<b>Category</b>	Prevention
<b>Lead</b>	Public Works
<b>Cost</b>	\$50,000 - \$100,000
<b>Funding</b>	Town Operating Budget / Grants
<b>Timeframe</b>	07/2023 - 06/2024
<b>Priority</b>	Medium

**Action #12**

**Identify and develop a secondary emergency operations center.**

<b>Goal</b>	7. Improve the emergency response capabilities of the region and its communities
<b>Category</b>	Preparedness & Emergency Response
<b>Lead</b>	Emergency Management
<b>Cost</b>	More than \$100,000
<b>Funding</b>	Grants / DEMHS
<b>Timeframe</b>	07/2021 - 06/2023
<b>Priority</b>	Medium



**Action #13**

**Participate in EMI courses or the seminars and annual conference held by the Connecticut Association of Flood Managers.**

<b>Goal</b>	3. Improve institutional awareness and understanding of natural hazard impacts and mitigation within municipal governments and other decision-making bodies
<b>Category</b>	Education & Awareness
<b>Lead</b>	Engineering
<b>Cost</b>	\$0 - \$10,000
<b>Funding</b>	Town Operating Budget
<b>Timeframe</b>	07/2019 - 06/2024
<b>Priority</b>	Low

**Action #14**

**Contact the owners of Repetitive Loss Properties and nearby properties at risk to inquire about mitigation undertaken and suggest options for mitigating flooding in those areas. This should be accomplished with a letter directly mailed to each property owner.**

<b>Goal</b>	1. Minimize the impact of natural hazards on physical buildings and infrastructure
<b>Category</b>	Property Protection
<b>Lead</b>	Planning
<b>Cost</b>	\$0 - \$10,000
<b>Funding</b>	Town Operating Budget / DEMHS
<b>Timeframe</b>	07/2021 - 06/2022
<b>Priority</b>	Low

**Action #15**

**Complete an analysis of costs and benefits of joining the FEMA Community Rating System.**

<b>Goal</b>	1. Minimize the impact of natural hazards on physical buildings and infrastructure
<b>Category</b>	Prevention
<b>Lead</b>	Planning
<b>Cost</b>	\$0 - \$10,000
<b>Funding</b>	Town Operating Budget
<b>Timeframe</b>	07/2021 - 06/2023
<b>Priority</b>	Low



**Action #16**

**Work with CT DEEP to complete a formal validation of the Repetitive Loss Property list and update the mitigation status of each listed property.**

<b>Goal</b>	1. Minimize the impact of natural hazards on physical buildings and infrastructure
<b>Category</b>	Property Protection
<b>Lead</b>	Planning
<b>Cost</b>	\$10,000 - \$25,000
<b>Funding</b>	Town Operating Budget / CT DEEP / DEMHS
<b>Timeframe</b>	07/2021 - 06/2023
<b>Priority</b>	Low

**Action #17**

**Perform a flood risk assessment of the Mill, Meadow, and Deckers Brooks watersheds. Consider flood extents from the 1984, 2003, and 2005 events.**

<b>Goal</b>	3. Improve institutional awareness and understanding of natural hazard impacts and mitigation within municipal governments and other decision-making bodies
<b>Category</b>	Property Protection
<b>Lead</b>	Engineering
<b>Cost</b>	\$25,000 - \$50,000
<b>Funding</b>	Grants
<b>Timeframe</b>	07/2023 - 06/2024
<b>Priority</b>	Low

**Action #18**

**Develop and implement maintenance plan for River Street retaining wall.**

<b>Goal</b>	5. Improve the resilience of local and regional utilities and infrastructure using strategies including adaptation, hardening, and creating redundancies.
<b>Category</b>	Structural Projects
<b>Lead</b>	Public Works
<b>Cost</b>	\$50,000 - \$100,000
<b>Funding</b>	Town Operating Budget / Grants
<b>Timeframe</b>	07/2023 - 06/2024
<b>Priority</b>	Low





# Capitol Region Natural Hazards Mitigation Plan Update

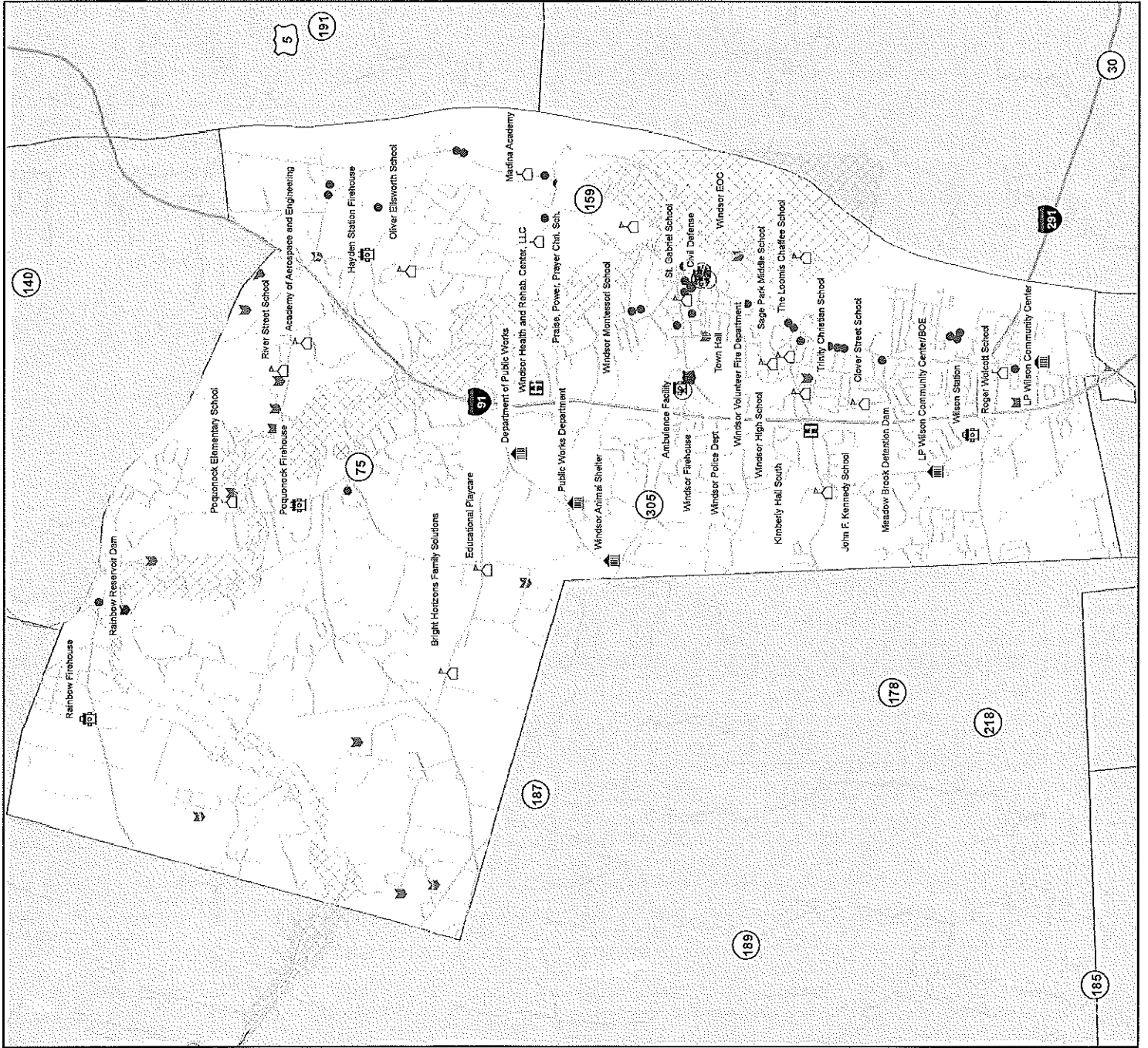
## Windsor, Connecticut Dam Breach Inundation Area & Critical Facilities

### Critical Facilities

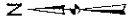
- Emergency Center
- Fire Station
- Healthcare Facility
- Police Station
- Public Infrastructure
- School
- State Facility
- Town Facility
- Waste Water Facility
- NRHP Buildings/Sites
- NRHP Districts/Areas

### Dam Hazard Class

- A, AA, BB or Unclassified
- Class B-Significant Hazard
- Class C-High Hazard
- Dam Breach Inundation Areas



Data Sources: FEMA, National Register of Historic Places, CT DEEP, CRCOG, ESRI




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## Agenda Item Summary

Date: July 1, 2019

To: Honorable Mayor and Members of the Town Council

Prepared By: Robert A. Jarvis, Director of Public Works/Town Engineer  
Amelia Bliss, Human Resources Director

Reviewed By: Peter Souza, Town Manager 

Subject: Amendments to Public Property Maintainer I Job Description

### Background

The building and facilities division of the Public Works Department has two full-time, unaffiliated positions, the Building and Facilities Manager and the Assistant Building and Facilities Manager. The division also utilizes temporary, seasonal employees to perform basic building maintenance duties including moving furniture, setting up rooms for meetings, replacing light bulbs and minor maintenance and repairs to the interior and exterior of town buildings.

The FY 20 budget included the addition of a full-time Public Property Maintainer I position to replace the temporary, seasonal positions in the Building and Facilities division. This position will be responsible for performing the duties that have been done by seasonal employees and add semi-skilled building maintenance duties including preventive maintenance, repairs and installations related to HVAC systems, basic carpentry, painting and plumbing. Prior to beginning the recruitment and selection process for this position, it is necessary to amend the existing job description to include the specific duties and requirements that are unique to the position in the building and facilities division.

The Public Works Director/Town Engineer, Building and Facilities Manager, and Human Resources Director have drafted the proposed amendments to the job description to accurately reflect the duties and requirements and align with the town's needs.

### Discussion/Analysis

The Public Property Maintainer I job description currently reflects responsibility for manual and semi-skilled construction, maintenance and repair work in the areas of streets, highways and parks and grounds within public works operations. The proposed amendments delineate the difference between the positions working in the public works operations division and the building and facilities division by adding the specific duties and minimum requirements for the position in the building and facilities division. Some of the primary duties include performing preventive maintenance, repairs, and installations related to the interior and exterior of town buildings and facilities; minor electrical work replacing lighting, switches and outlets; seasonal service and maintenance to HVAC systems including changing filters and annual coil cleaning; installing and moving office furniture and replacing locks.



The most significant changes being proposed to the job description are:

- Adding duties related to work specifically in the building and facilities division.
- Adding requirements and qualifications specifically related to the building and facilities division including related work experience in building maintenance and repairs in the areas of electrical, plumbing and carpentry.

The proposed job description is attached.

Financial Impact

None

Other Board Action

None

Recommendations

If the Town Council is in agreement with the recommendation of approving the amendments to the Public Property Maintainer I job description, the following motion is recommended for approval:

**“MOVE that the amended job description for the position of Public Property Maintainer I be approved as presented.”**

Attachments

Red-lined version of existing job description

Current position description

Red-Lined version  
of  
job description

**TOWN OF WINDSOR**  
**Job Description**

**Job Title:** PUBLIC PROPERTY MAINTAINER I  
**Department:** Public Works  
**FLSA Status:** Non-exempt  
**Prepared By:** Human Resources  
**Prepared Date:** ~~September 2017~~ June 2019  
**Approved By:** Town Council  
**Approved Date:** ~~September 5, 2017~~ July 1, 2019

**GENERAL PURPOSE**

Performs manual and semi-skilled construction, maintenance and repair work in the areas of streets and highways, and parks and grounds, or town buildings and facilities.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

**Public Works Operations**

May receive written work orders or verbal instructions from the Public Works Operations Manager, Crew Leader, or others as designated by the Director of Public Works.

- Performs street maintenance work. Assists with repairing streets and sidewalks with asphalt, cold patching materials, and concrete. Spreads gravel and asphalt; shovels and rakes asphalt; fills and patches potholes.
- Controls traffic at work sites by flagging to guide traffic through work areas.
- Repairs, maintains and cleans sidewalks, streets, catch basins, storm drains and related facilities.
- Performs grounds maintenance work. Cuts grass and trims weeds on town property, parks and rights-of-way using riding and walk-behind mowers, and trimmers.
- Installs and maintains flower beds and plants flowers, and decorative displays.
- Plants and trims trees, shrubs and bushes. Loads fallen tree limbs, roadside trash and other debris onto truck.
- Rakes, sweeps and vacuums leaves.
- Assists with installing and repairing athletic field goals.
- Empties trash cans and picks up trash and debris.
- Repairs, maintains and paints playground equipment, tables, benches, bleachers, fences, signs and structures.
- Sets up park and playground equipment.
- Operates up to Class D vehicles, including light trucks and vans, jack hammer, compressor, shovels, rakes, cement mixer, wheelbarrows, hammer and other power and hand tools.
- Operates articulated, multifunctional machines, and other similar snow removal equipment to clear snow.

- Insures the proper maintenance of vehicles, equipment and tools by routine inspection, cleaning and checking equipment and tools after use, reports defects to the crew leader. Performs basic preventive maintenance on the equipment as directed by a crew leader, Operations Manager, Director of Public Works, and his/her designee.
- Moves furniture, voting machines, bleachers and other heavy or bulky objects.
- Performs other public works related duties as assigned

### **Building and Facilities Division**

Receives written, verbal and text message work orders and instructions from the Building and Facilities Manager and the Assistant Building and Facilities Manager or others designated by the manager or Public Works Director/Town Engineer.

- Performs building maintenance work including preventive maintenance, repairs and installations related to interior and exterior of buildings, HVAC systems, basic carpentry, painting, and plumbing.
- Performs minor electrical work; replacement of lighting, fluorescent/LED drivers, switches and outlets.
- Performs seasonal service, troubleshooting, routine repairs, and maintenance of HVAC equipment including air filter replacement, belt replacement, annual coil cleaning, grease bearings and assemblies.
- Moves office furniture and other heavy or bulky objects within and between town buildings; makes adjustments to desks, chairs, and file cabinets and installs and repairs locks.
- Maintains the Town Green decorative fountain seasonally including pump/strainer cleaning, basin/basket cleaning, chlorinating, periodic power washing/scrubbing, seasonal startup and shutdown including cover installation, removal and storage
- Repairs, maintains and paints walls, furniture and equipment as required.
- Performs graffiti removal on various property including on buildings, street signs and other property.
- Sets up conference rooms for town events and meetings.
- Performs occasional custodial duties including emptying trash cans, vacuuming and restroom cleaning.
- Operates up to Class D vehicles, including light trucks and vans to transport items and equipment to town buildings and to complete assigned tasks.
- Operates snow removal equipment to clear snow around building entrances, exits, sidewalks and parking lots.
- Insures the proper maintenance of buildings, equipment and tools by routine inspection, cleaning and checking equipment and tools after use, reports defects to the manager.
- Performs basic preventive maintenance on the equipment as directed by a Buildings and Facilities manager and Assistant Buildings and Facilities Manager.

- Performs other related duties as assigned.

## COMPETENCIES

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

Problem Solving – Identifies, reports, and resolves problems in a timely manner.

Interpersonal Skills - Is respectful with the ability to establish effective working relationships. Ability to express ideas effectively in oral and written forms. Listens to others without interrupting and gets clarification, if needed. Shows respect and sensitivity for cultural differences.

Organizational Support - Follows policies and procedures; supports organization's goals and values.

Quality - Demonstrates accuracy and thoroughness. Completes tasks correctly and on time.

Safety and Security - Observes safety and security procedures; reports potentially unsafe conditions; Uses equipment and materials properly.

Attendance/Punctuality - Is consistently at work and on time.

Dependability - Follows instructions, responds to management directions.

## QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

### Education and/or Experience

Completion of High School or equivalent.

Public Works Operations- ~~plus-s~~Some related manual labor, highway construction, or grounds maintenance experience; OR any combination of training or experience which provides a demonstrated potential to perform the essential duties of the position.

Building and Facilities – Some related work experience building maintenance and repairs including basic electrical, plumbing, and carpentry experience; HVAC experience or technical school training preferred; OR any combination of training or experience which provides a demonstrated potential to perform the essential duties of the position.

### Knowledge, Skills and Abilities

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to listen, understand, retain, follow and apply verbal and written instructions or directions. Ability to write simple correspondence and document maintenance records. Ability to use computers and other electronic device applications. Ability to effectively present information in one-on-one and small group situations to co-workers and customers. Ability to apply common sense understanding to carry out written or oral instructions. Knowledge of the use, servicing and maintenance of job-related equipment. Skill in use of operating required vehicles and equipment safely and use safe work practices. Knowledge of motor vehicle laws related to vehicle and equipment operation.

## OTHER SKILLS AND ABILITIES

Must be available for standby and emergency response coverage after regular working hours, weekends and

holidays. Must have good driving record. Must pass post-offer physical and drug screen.

Must have knowledge of use and care of hand and power tools and equipment. Ability to operate mowing, trimming and athletic field maintenance equipment.

May be requested to assist in performing, routine maintenance and repairs to interior and exterior of town buildings. Some knowledge of building maintenance practices, materials and equipment is desirable. Must have ability to climb ladders and perform work from ladder.

### **CERTIFICATES, LICENSES, REGISTRATIONS**

Must have and maintain a valid driver's license with a good driving record.

### **PHYSICAL DEMANDS**

The physical demands 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 physically able to operate a variety of machines, tools, and equipment which includes a motor vehicle, mower, chain saw, [hand and power tools](#), etc. Must be able move or carry objects or materials. Must be able to exert up to one hundred pounds of force occasionally, and/or up to fifty pounds of force frequently and up to 20 pounds continually. Physical demand requirements are at levels of those for heavy work.

Must be able to climb and balance to ascend ladders and equipment cabs, must be able to stoop, kneel and crouch to repair curbing, perform weeding, irrigation repairs, [building maintenance repairs](#), and other duties. Must be able to push, pull and grasp to operate spreaders, perform sewer and equipment repairs and operate equipment controls.

Requires the ability to talk and hear to discuss instructions and communicate with coworkers accurately and to convey information to residents and answer questions. Must be able to hear normal speaking levels to receive detailed information and must be able to hear equipment backup signals and traffic sounds and communicate over the two-way radio.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

### **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the employee is regularly exposed to outside weather conditions. The employee is frequently exposed to hot, cold, wet and/or humid conditions and vibration. The employee is occasionally exposed to moving mechanical parts; high, precarious places and fumes or airborne particles. The noise level in the work environment is usually moderate but loud on occasion.

Approved By: \_\_\_\_\_  
Department Head

# Current Job Description

**TOWN OF WINDSOR**  
**Job Description**

**Job Title:** PUBLIC PROPERTY MAINTAINER I  
**Department:** Public Works  
**FLSA Status:** Non-exempt  
**Prepared By:** Human Resources  
**Prepared Date:** September 2017  
**Approved By:** Town Council  
**Approved Date:** September 5, 2017

**GENERAL PURPOSE**

Performs manual and semi-skilled construction, maintenance and repair work in the areas of streets and highways, and parks and grounds.

**ESSENTIAL DUTIES AND RESPONSIBILITIES**

May receive written work orders or verbal instructions from the Public Works Operations Manager, Crew Leader, or others as designated by the Director of Public Works.

- Performs street maintenance work. Assists with repairing streets and sidewalks with asphalt, cold patching materials, and concrete. Spreads gravel and asphalt; shovels and rakes asphalt; fills and patches potholes.
- Controls traffic at work sites by flagging to guide traffic through work areas.
- Repairs, maintains and cleans sidewalks, streets, catch basins, storm drains and related facilities.
- Performs grounds maintenance work. Cuts grass and trims weeds on town property, parks and rights-of-way using riding and walk-behind mowers, and trimmers.
- Installs and maintains flower beds and plants flowers, and decorative displays.
- Plants and trims trees, shrubs and bushes. Loads fallen tree limbs, roadside trash and other debris onto truck.
- Rakes, sweeps and vacuums leaves.
- Assists with installing and repairing athletic field goals.
- Empties trash cans and picks up trash and debris.
- Repairs, maintains and paints playground equipment, tables, benches, bleachers, fences, signs and structures.
- Sets up park and playground equipment.
- Operates up to Class D vehicles, including light trucks and vans, jack hammer, compressor, shovels, rakes, cement mixer, wheelbarrows, hammer and other power and hand tools.
- Operates articulated, multifunctional machines, and other similar snow removal equipment to clear snow.



- Insures the proper maintenance of vehicles, equipment and tools by routine inspection, cleaning and checking equipment and tools after use, reports defects to the crew leader. Performs basic preventive maintenance on the equipment as directed by a crew leader, Operations Manager, Director of Public Works, and his/her designee.
- Moves furniture, voting machines, bleachers and other heavy or bulky objects.
- Performs other public works related duties as assigned

## **COMPETENCIES**

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

Problem Solving – Identifies, reports, and resolves problems in a timely manner.

Interpersonal Skills - Is respectful with the ability to establish effective working relationships. Ability to express ideas effectively in oral and written forms. Listens to others without interrupting and gets clarification, if needed. Shows respect and sensitivity for cultural differences.

Organizational Support - Follows policies and procedures; supports organization's goals and values.

Quality - Demonstrates accuracy and thoroughness. Completes tasks correctly and on time.

Safety and Security - Observes safety and security procedures; reports potentially unsafe conditions; Uses equipment and materials properly.

Attendance/Punctuality - Is consistently at work and on time.

Dependability - Follows instructions, responds to management directions.

## **QUALIFICATIONS**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

### *Education and/or Experience*

Completion of High School or equivalent, plus some related manual labor, highway construction, or grounds maintenance experience; OR any combination of training or experience which provides a demonstrated potential to perform the essential duties of the position.

### *Knowledge, Skills and Abilities*

Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to listen, understand, retain, follow and apply verbal and written instructions or directions. Ability to write simple correspondence. Ability to effectively present information in one-on-one and small group situations to co-workers and customers. Ability to apply common sense understanding to carry out written or oral instructions. Knowledge of the use, servicing and maintenance of job-related equipment. Skill in use of operating required vehicles and equipment safely and use safe work practices. Knowledge of motor vehicle laws related to vehicle and equipment operation.

## **OTHER SKILLS AND ABILITIES**

Must be available for standby and emergency response coverage after regular working hours, weekends and holidays. Must have good driving record. Must pass post-offer physical and drug screen.

Must have knowledge of use and care of hand and power tools and equipment. Ability to operate mowing, trimming and athletic field maintenance equipment.

May be requested to assist in performing, routine maintenance and repairs to interior and exterior of town buildings. Some knowledge of building maintenance practices, materials and equipment is desirable. Must have ability to climb ladders and perform work from ladder.

## **CERTIFICATES, LICENSES, REGISTRATIONS**

Must have and maintain a valid driver's license with a good driving record.

## **PHYSICAL DEMANDS**

The physical demands 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 physically able to operate a variety of machines, tools, and equipment which includes a motor vehicle, mower, chain saw, etc. Must be able move or carry objects or materials. Must be able to exert up to one hundred pounds of force occasionally, and/or up to fifty pounds of force frequently and up to 20 pounds continually. Physical demand requirements are at levels of those for heavy work.

Must be able to climb and balance to ascend ladders and equipment cabs, must be able to stoop, kneel and crouch to repair curbing, perform weeding, irrigation repairs and other duties. Must be able to push, pull and grasp to operate spreaders, perform sewer and equipment repairs and operate equipment controls.

Requires the ability to talk and hear to discuss instructions and communicate with coworkers accurately and to convey information to residents and answer questions. Must be able to hear normal speaking levels to receive detailed information and must be able to hear equipment backup signals and traffic sounds and communicate over the two-way radio.

Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

## **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the employee is regularly exposed to outside weather conditions. The employee is frequently exposed to hot, cold, wet and/or humid conditions and vibration. The employee is occasionally exposed to moving mechanical parts; high, precarious places and fumes or airborne particles. The noise level in the work environment is usually moderate but loud on occasion.

Approval: \_\_\_\_\_  
Department Head


Revision History:

## Agenda Item Summary

Date: July 1, 2019

To: Honorable Mayor and Members of the Town Council

Prepared By: Joshua Steele Kelly, Management Analyst

Reviewed By: Peter Souza, Town Manager 

Subject: Assistant to the Town Manager Position Description Amendments

### Background

The Assistant to the Town Manager position description has not been updated since 2000, and thus town staff has deemed it necessary to review and update components of the description in order to keep it current and to reflect organizational needs. The updates have been reviewed by the Assistant to the Town Manager, the Town Manager, and the Human Resources Director, and all are in agreement that the changes help to more accurately reflect the background knowledge needed and the supervisory responsibilities and duties entrusted to the position.

“Essential Duties and Responsibilities,” “Additional Duties,” and “Desired Minimum Qualifications” have been updated and made more specific to ensure that each description accurately articulates the modern demands of the job. Some terminology has been updated to align with changes that have occurred over the years. A “Competencies” section has been added and the “Physical Demands and Work Environment” have been updated to conform to the town’s current format.

### Discussion/Analysis

This position performs a wide range of high-level administrative, professional and technical work and responsibilities. As currently written, the essential duties and responsibilities are purposely diverse and provide a large degree of flexibility in assigning work to meet organizational needs. Essential duties include conducting research and preparing reports for decision-making purposes; presenting project recommendations to the Town Manager and other staff; preparing drafts of administrative directives and policies, speeches, presentations, resolutions, ordinances, and contracts; assisting in the preparation and administration of annual budget requests; researching grant programs and submitting grant applications; carrying out a variety of routine administrative procedures; establishing and maintaining a comprehensive list of press contacts.

The position incumbent has in large part been assigned to manage and execute the organization’s public relations functions relating to providing information, communications, and marketing through a range of methods, programs and events. Proposed changes are intended to more accurately reflect the current duties of the position as well as recognize the future assignment of supervisory responsibilities. The most significant changes proposed to the job description are:

- Updating the “Essential Duties” to include items pertaining to budget preparation, administration, monitoring revenues and expenditures in assigned areas.

- Updating the “Essential Duties” to include items relating to assigning, scheduling, training and evaluating assigned staff, as well as evaluating service needs and assisting with formulating short and long-range strategic needs in areas of assigned responsibility.
- Updating the “Essential Duties” to make mention of social media and holistically make note of the position’s extensive work with the press, social media platforms and content creation.
- Noting that the position is considered an essential part of the town’s communication network and adding the fact that the position may be required to work during emergency operations to the “Additional Duties” section.
- Adding items to “Minimum Qualifications” to ensure that all future position-holders maintain the excellence currently demonstrated in synthesizing complex information, maintaining effective recordkeeping systems, training and supervising staff, and using Microsoft Office applications and the internet.
- Adding “Competencies” section and updating the “Physical Demands and Work Environment” to conform to the town’s current job description format.

Based on the proposed changes relative to future assignment of supervisory and oversight responsibilities it is recommended the position’s pay grade be changed from grade 7 to grade 8.

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 Assistant to the Town Manager job description be approved as presented and the position be placed in Grade 8 of the Administrative Pay Plan.”**

Attachments

Red-lined version of existing job description

Current position description

Current Administrative Pay Plan

Red-Lined version  
of  
job description

# TOWN OF WINDSOR POSITION DESCRIPTION

**Job Title:** Assistant to Town Manager  
**Department:** Information Services  
**Reports To:** Town Manager  
**FLSA Status:** Exempt  
**Prepared By:** [Human Resources](#)  
**Approved By:** Town Council  
**Approved Date:** ~~September 5, 2000~~ [July 1, 2019](#)

## GENERAL PURPOSE

Performs high level of administrative, technical and professional work concerning all areas of local government management. [Performs work in a manner consistent with the town's service excellence expectations.](#)

## ESSENTIAL DUTIES AND RESPONSIBILITIES

- Prepares a variety of studies, reports and related information for decision-making purposes; conducts research, analysis and prepares recommendations regarding proposals for programs, systems, service improvements, grants, budget, equipment, etc.
- Responsible for individual town projects on a continuous basis in areas such as finance, and intergovernmental relations; plans study of work problems and procedures such as communications, information flow, integrated production methods, inventory control or cost analysis.
- Presents project recommendations to Town Manager, Department Directors and other staff; coordinates implementation of new programs, service improvements, etc., and trains employees as required.
- [Coordinates preparation of work procedures, assignments, schedules and workloads; trains, motivates and evaluates assigned staff; reviews progress and directs changes as needed; maintains harmony among employees and resolves grievances.](#)
- [Evaluates service needs and assists with formulating short and long range strategic plans to meet needs in all areas of assigned responsibility; studies and standardizes procedures to improve efficiency and effectiveness of operations; gathers, interprets, and prepares data for studies, reports and recommendations.](#)
- [Assures that assigned areas of responsibility are performed within budget; monitors revenues and expenditures in assigned area to assure sound fiscal control; assures effective and efficient use of budgeted funds, personnel, materials, facilities and time.](#)
- Prepares reports for submission by Town Manager to Town Council and other groups and individuals; assists in preparation of Council agenda; prepares, distributes and tracks progress of Council referrals; makes presentations to staff, Town Council, boards and commissions, civic groups and the general public.
- Prepares drafts of administrative directives and policies, speeches, presentations, resolutions, ordinances, contracts, etc.; assists in the preparation of notices, flyers, brochures, newsletters, media releases, news articles and other informational materials about programs and services.
- Assists in the preparation and administration of annual budget requests; reviews and analyzes

budget requests, expenditures and revenues.

- Researches grant programs; prepares and submits grant applications.
- ~~Assembles plaques to be awarded during Town Council Meetings.~~
- Carries out a variety of routine administrative procedures; maintains records; answers incoming calls and routes callers or provides information; responds to inquiries from the public and staff regarding administrative procedures; receives public and provides customer assistance.
- Establishes and maintains a comprehensive list of press contacts; writes press releases and alerts; suggests appropriate responses to press questions directed to the Town Manager and department directors.
- Sets social media goals, objectives and strategies.
- Monitors town departments' use of social media; suggests responses and postings that are appropriate and that align with particular town government goals.
- Creates and edits video as needed for posting on the town's website, social media platforms and for distribution to the press and others.
- Regularly reviews the town's website to ensure that it is accurate and current.

## **ADDITIONAL DUTIES**

- Participates in meetings, seminars and training sessions; serves as a member of various employee committees; serves on special committees as assigned by Town Manager.
- Presents public testimony on legislation of importance to the Town.
- May assist in preparation of capital improvement plan and comprehensive annual financial report.
- May be required to work during emergency operations.
- 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.

Customer Service - Responds promptly to customer needs; Responds to requests for service and assistance with tact, fairness, respect and sensitivity; Meets commitments.

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.

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

## **DESIRED MINIMUM QUALIFICATIONS**

### *Education and Experience*

- Master's degree in public administration, business management or a related field, with two years responsible municipal government experience; or
- Any equivalent combination of education and experience.

### *Necessary Knowledge, Skills and Abilities*

- Good kKnowledge of the principles and practices of modern public administration and related research methods and techniques; good knowledge of quantitative methods and budgeting.
- Ability to analyze and synthesize complex information; ability to maintain efficient and effective recordkeeping systems.
- Skill in operation of listed tools and equipment.
- Good aAbility to prepare factual reports and to make reasonable conclusions and recommendations; good ability to present reports in a clear and concise manner; good ability to establish and maintain effective working relationships with other employees, public officials and the general public.
- Ability to train and supervise staff as assigned.
- Knowledge and skill in the use of MS Office applications (Excel, Word, Outlook), and the Internet.

### *Special Requirements*

- Valid Connecticut driver's license or ability to obtain one.

## **TOOLS AND EQUIPMENT USED**

Personal computer, ~~including word processing, spreadsheet and database software; 10-key~~ calculator; phone; copy machine; fax machine and motor vehicle.

## **PHYSICAL DEMANDS AND WORK ENVIRONMENT**

*The physical demands and physical 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.*



- ~~While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands to finger, handle, feel or operate objects, tools or controls; and reach with hands and arms. The employee is occasionally required to walk.~~ Must be able to sit 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 and reach to retrieve and replace files in filing cabinets. Must be able to enter information accurately 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 the ability to adjust focus in order to inspect documents, read written instructions, verify data and monitor social media.

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 required to drive to other town offices under possible adverse weather conditions, including extreme heat and cold.

*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.*

# Current Job Description

# **TOWN OF WINDSOR POSITION DESCRIPTION**

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

## **GENERAL PURPOSE**

Performs high level of administrative, technical and professional work concerning all areas of local government management.

## **ESSENTIAL DUTIES AND RESPONSIBILITIES**

- Prepares a variety of studies, reports and related information for decision-making purposes; conducts research, analysis and prepares recommendations regarding proposals for programs, systems, service improvements, grants, budget, equipment, etc.
- Responsible for individual town projects on a continuous basis in areas such as finance, and intergovernmental relations; plans study of work problems and procedures such as communications, information flow, integrated production methods, inventory control or cost analysis.
- Presents project recommendations to Town Manager, Department Directors and other staff; coordinates implementation of new programs, service improvements, etc., and trains employees as required.
- Prepares reports for submission by Town Manager to Town Council and other groups and individuals; assists in preparation of Council agenda; prepares, distributes and tracks progress of Council referrals; makes presentations to staff, Town Council, boards and commissions, civic groups and the general public.
- Prepares drafts of administrative directives and policies, speeches, presentations, resolutions, ordinances, contracts, etc.; assists in the preparation of notices, flyers, brochures, newsletters, media releases, news articles and other informational materials about programs and services.
- Assists in the preparation and administration of annual budget requests; reviews and analyzes budget requests, expenditures and revenues.
- Researches grant programs; prepares and submits grant applications.
- Assembles plaques to be awarded during Town Council Meetings.
- Carries out a variety of routine administrative procedures; maintains records; answers incoming calls and routes callers or provides information; responds to inquiries from the public and staff regarding administrative procedures; receives public and provides customer assistance.

## **ADDITIONAL DUTIES**

- Participates in meetings, seminars and training sessions; serves as a member of various employee committees; serves on special committees as assigned by Town Manager.
- Presents public testimony on legislation of importance to the Town.

- May assist in preparation of capital improvement plan and comprehensive annual financial report.
- Performs related work as required.

## **DESIRED MINIMUM QUALIFICATIONS**

### *Education and Experience*

- Master's degree in public administration, business management or a related field, with two years responsible municipal government experience; or
- Any equivalent combination of education and experience.

### *Necessary Knowledge, Skills and Abilities*

- Good knowledge of the principles and practices of modern public administration and related research methods and techniques; good knowledge of quantitative methods and budgeting.
- Skill in operation of listed tools and equipment.
- Good ability to prepare factual reports and to make reasonable conclusions and recommendations; good ability to present reports in a clear and concise manner; good ability to establish and maintain effective working relationships with other employees, public officials and the general public.

### *Special Requirements*

- Valid Connecticut driver's license or ability to obtain one.

## **TOOLS AND EQUIPMENT USED**

Personal computer, including word processing, spreadsheet and database software; 10-key calculator; phone; copy machine; fax machine and motor vehicle.

## **PHYSICAL DEMANDS AND WORK ENVIRONMENT**

*The physical demands and physical 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.*

- While performing the duties of this job, the employee is frequently required to sit and talk or hear, use hands to finger, handle, feel or operate objects, tools or controls; and reach with hands and arms. The employee is occasionally required to walk.
- 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.
- The noise level in the work environment is usually quiet.

*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.*

# Current Administrative Pay Plan

APPENDIX D

FY 2019 - 2020 TOWN OF WINDSOR  
ADMINISTRATIVE PAY PLAN

TITLE	PAY GRADE	PAY RANGE	
		Minimum	Maximum
Assistant to the Town Manager Assistant Recreation Manager Fire Department Administrator Head of Reference and Tech. Services Systems Applications Specialist Lead Social Worker Library Branch Manager Northwest Park Manager Project Engineer Senior Center Coordinator Social Services Coordinator	7	67,301	94,221
Building Official Fire Marshal Management Information Supervisor Risk Manager Solid Waste Manager* Tax Collector	8	75,714	105,998
Assessor Assistant Town Engineer Assistant Finance Director Building and Facilities Manager Public Works Operations Manager Town Clerk	9	85,178	119,248
<b>Directors and Managers</b>			
Assistant Town Manager Director of Human Services Director of Recreation & Leisure Services Economic Development Director Library Director Police Captain Town Planner	10	86,873	127,201
Coordinator of Information Technology Director of Health Services Director of Human Resources Finance Director	11	91,218	132,264
Chief of Police Director of Public Works/Town Engineer	12	95,778	138,878

\*Position contingent upon funding from State/Federal grants, capital project funds, and/or user charges.

**Town Council**  
**Resignations/Appointments/Reappointments**  
**July 1, 2019**

**Resignations**

None

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

None

**Names submitted for consideration of appointment**

None



**TOWN COUNCIL  
COUNCIL CHAMBERS  
WINDSOR TOWN HALL  
June 17, 2019  
Regular Town Council Meeting  
UNAPPROVED MINUTES**

**1) CALL TO ORDER**

Mayor Trinks called the meeting to order at 7:30 p.m.

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

**2) PRAYER**

Councilor Govoni led the group in prayer.

**3) PLEDGE OF ALLEGIANCE**

Councilor Govoni led the group in the Pledge of Allegiance.

**4) PROCLAMATIONS AND AWARDS – None**

**5) PUBLIC COMMUNICATIONS AND PETITIONS –**

Paul Panos, 48 Brookview Road, spoke about a speech made at the Memorial Day Parade. He stated that during his speech, Terrell Hill made a number of good points about freedom, but at the end said we do not have the right not to be nice to other people. Mr. Panos made the distinction that saying people “ought to” or “should” do something is one thing, but it should not be phrased that we don’t have the “right” not to be nice because in fact we do have that right.

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

a) Public Building Commission

Jim Bennett presented the following:

• **Safety Complex - Police and Fire Station Design – 9911**

At our last meeting, the PBC received an update on the police station project from our architect, Kaestle Boos. The 90% progress construction drawings were presented for PBC review. The architectural team and town staff had their final drawings review on Thursday June 13<sup>th</sup>. The bids for the project Clerk of Works were reviewed by the Commission at its meeting on June 11<sup>th</sup>. A decision on awarding was tabled until our



next meeting. The PBC expects to bid this project during the month of July. Award the project late August or early September. At this time the construction schedule for the police station is anticipated to last twelve months. Which would place the relocation of the police department to 100 Addison Road late 2020 or early 2021.

- **JFK Elementary School Replacement HVAC Systems – 9490**  
The new air conditioning systems are completely installed and have been commissioned. There are some remaining controls programming issues that are being worked on. A few unit ventilators are over cooling three classrooms. Once town staff receives all closeout documents the PBC will close this project.
- **Town Hall Portico Restoration Project – 9493**  
The replace cast stone components for the portico were received on Monday June 10<sup>th</sup>. Work has begun on installing these components. This work will take four weeks to complete. Our new completion date is now late July. The project is four weeks behind schedule due to asbestos removal and delay in receiving cast stone components.
- **Fire Security Systems – 9495**  
All of the replacement fire alarm systems have been installed. The Fire Marshal's office are continuing with their inspections of the installed systems. Once the Fire Marshal's office approves all of the installations and closeout documents are received. The PBC will close this project.
- **Poquonock School Air Conditioning Project – 9500**  
With school out of session the contractor has shifted to working first shift hours. The classroom air conditioning systems are installed and electrically wired. Refrigeration piping is ongoing. The GC is waiting on a confirmed date from Eversource for the temporary service to the building. This is required because the new electrical service main switchgear is to be installed in the current service transformer room. At this time the project is on schedule. All classroom air conditioning is expected to be operational for the beginning of fall school session. The systems in cafeteria and gymnasium may not be completed by first day of school session.
- **WHS Pool House Replacement HVAC Unit - 9507**  
This project is now scheduled to begin on July 2 and be completed in mid-August.
- **Sage Park Middle School Roof Design - 9506**  
The architect, Hibbard & Rosa, is holding his work on design drawings until end of this summer. The PBC is scheduled to receive completed design drawings in October. After the PBC reviews and approves the design, they will then be forwarded to the state, with supporting documents, from the BOE for state project approval of the design. The PBC now expects this project be scheduled for the summer of 2020.
- **DPW Building Renovation Design - 9505**  
The architect, Capital Studio, will present completed project drawings to the PBC at its next meeting on June 25, 2019.

- **Clover Street School Partial Roof Design – 9508**  
The PBC has reviewed and approved the drawings. The architect and BOE staff are working together to provide the state with all necessary documents for state application. Once the state receives documents from BOE, assigns a project number, reviewed and approved for reimbursement, we will proceed to bid this project. We had expected this work to be scheduled for this summer. We will make all efforts to get this project completed this summer.
- **North West Park Nature Center Addition – 9503**  
The addition is 85% complete. Exterior siding was started last week. Electrical rough in was completed, interiors walls have been insulated and currently having sheet roc and plywood installed. We expect this to be completed within three weeks. The PBC received and reviewed bids for the replacement siding of the Nature Center. This project was awarded to McKinney Construction for \$71,425.00. This projects work has started with 40% of existing siding removed. Replacement siding has started on north side of building. We expect all siding to be completed by July, weather permitting.

## 7) TOWN MANAGER'S REPORT

### AAA Credit Rating

I'm pleased to report that Standard and Poor's (S & P) has reaffirmed the Town's AAA credit rating for the 2019 bond issue. Our rating was affirmed after S&P reviewed and analyzed various aspects of the local and regional economy, recent economic development activity, management practices, fiscal and debt management practices, budgetary performance, retirement plan stewardship and our other post-employment benefits program. The Credit Profile report documents a number of positive assertions put forth by S & P, such as our "strong economy, strong management practices as well as strong budgetary performance and flexibility".

### General Obligation Bond and Short-Term Note Sale

Our bond and note sale occurred on Thursday June 6<sup>th</sup>. The Town received five bids for our \$10,000,000 general obligation issue, and investment firm Roosevelt & Cross was the low bidder. The issue will provide funds for a variety of projects including approximately \$2.5M for the first phase of the public safety complex project. Other projects include the replacement of the town-wide public safety radio system, HVAC improvements at Windsor High School pool and Poquonock Elementary School, a fire engine, improvements at Northwest Park, pavement and stormwater improvements throughout town.

The term for the bonds is 20 years and annual interest rates range from a high of 5.0% down to 2.0%. Over the life of the term, the average rate or "coupon" is 3.20%. This annualized average interest rate is about one half of 1% less than we used in our debt service forecast model. The Town received a premium payment of approximately \$266,000 that will be placed into the debt service fund and be used for future debt service.

We also received 5 bids for our \$11,970,000 short-term note sale, and J.P Morgan Securities LLC was the low bidder. The proceeds will go entirely towards the first phase of the public safety complex project.

The note term is one year and the interest rate is 3.0%. We received a premium of approximately \$185,000 and these funds will also be placed in the debt service fund to go towards future debt service. After applying the \$185,000 premium payment the effective interest rate to the town is 1.4%. The number of bidders and spread between bids for both the bond and note sale was deemed competitive, and we were pleased with the results overall. We will close on these sales and receive the proceeds on Thursday, June 27.

### **Concerts on the Green**

First Town Downtown invites you to the summer concert series sponsored by Windsor businesses. Concerts will begin on June 27<sup>th</sup> and will be held every Thursday until August 22<sup>nd</sup>. Performances are from 6:30 PM - 8:30 PM on the Windsor Town Green. Free to the public. For more information call 860-688-5165 or go online to [firsttowndowntown.org](http://firsttowndowntown.org).

### **Farmer's Market to Begin June 27**

First Town Downtown is bringing back the Farmers Market for its 10<sup>th</sup> year this summer beginning June 27<sup>th</sup>. It will continue every Thursday until October 17<sup>th</sup> from 3:30 PM to 6:30 PM at 240 Broad Street (corner of Broad and Maple). Get locally grown fruits, vegetables, flowers, baked goods, herbs, eggs, milk, yogurt, cheese and more. For more information call 860-688-5715.

### **Technology Improvements – License Plate Readers**

The police department has received a federal technology grant to partially fund the purchase of License Plate Readers (LPR) to better equip officers to locate and identify stolen motor vehicles. Police Private Duty funds will be used to offset the remainder of the costs for the purchase. The police department has identified a LPR system that would work in conjunction with the Connecticut State Police's LPR system. Other local police departments are also joining the State Police LPR system. All LPR data would be maintained by the State Police, reducing infrastructure costs to each municipality.

Departmental plans include the deployment of two LPR units both north and south to provide coverage throughout town.

### **Chemical Release at Bradley Airport Leased Property**

As a follow-up to the recent release of fire suppression foam at a leased building on the Connecticut Airport Authority property at Bradley Airport town staff have been in contact with the Connecticut Department of Public Health (DPH), Connecticut Department of Energy and Environmental Protection (DEEP) as well as the airport authority.

Our Health Department has been in communication with DEEP and DPH throughout the past week. The Department of Energy and Environmental Protection is the lead agency for this incident. As of last Friday DEEP was awaiting test results of water samples taken on Thursday, June 13<sup>th</sup>. Results from samples drawn on Tuesday, June 11<sup>th</sup> show that the level of PFAS chemicals had decreased significantly from the first samples taken June 9<sup>th</sup>.



A DEEP issued advisory related to no eating of fish taken from the river remains in place. DEEP plans to conduct testing of aquatic life over the coming weeks.

Also, I've been in contact with the Connecticut Airport Authority staff about potential steps or actions they or their tenants could undertake to prevent this type of incident in the future. The Authority staff informed me they are in the process of evaluating the drainage and containment systems for each building they own/lease at Bradley that has a foam fire suppression system. I plan to have a further conversation with airport staff later this week.

Town staff and I will continue to have follow-up discussions with the various agencies and parties in the coming days and weeks.

Councilor Govoni asked if a carport for the cruisers is part of the design at the new public safety complex. Town Manager Souza responded that it not a part of the base bid, but it is a design alternate that will be included if it is affordable.

Councilor O'Reilly asked if citizens have been properly notified about the chemicals released into the Farmington river. Town Manager Souza responded that signs have been posted at various boat launches and trail heads. There is an advisory in place suggesting that citizens not eat fish taken from the Farmington River south of the Poquonock treatment plan. The State is also advising users of the river no to make contact with any foam material in the water.

Councilor Black-Burke asked about the license plate readers being purchased. Town Manager Souza confirmed that two will be purchased and then invited Chief Melanson to speak more about them. Chief Melanson said they are a great tool for law enforcement and recalled that last year, a vehicle's plate was scanned and the system alerted the police that it was someone wanted in connection with a homicide in New York City. The scanners will be mounted in patrol cars and work with the state's online database that maintains a hot list. An alert sounds in the cruiser and then the officer verifies the hit to see if it is still active.

Councilor McAuliffe asked what the date of retention is and Chief Melanson responded that it is 90 days at the state level and Windsor would follow that as they are using the state's system.

Councilor Wilkos thanked town staff for proving Windsor's fiscal responsibility through attaining the AAA bond rating again and stated that the bond rating has helped attain great rates. Councilor Wilkos inquired about the original completion date of the Portico Restoration Project and Town Manager Souza responded that it was estimated to be around Memorial Day before it became delayed due to asbestos removal. Councilor Wilkos stated that it would be nice to see it finished up quickly as it's a high-profile project.

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

Councilor O'Reilly reflected on the public comment topic by stating that he appreciates the council's ability to disagree with each other and remain civil. He noted that they are role models for other political bodies, citizens, and especially our children.

Councilor Wilkos thanked Erin Rand for her service to the council.

Councilor Black-Burke thanked Erin Rand for her time with the council and then spoke about the Windsor High School Commencement that took place on June 13<sup>th</sup>. The class of 2019 received over \$115,000 in scholarship money. 200 students are off to college, 12 are headed to the military, and 18 are headed to trade school. During the speeches, the question “What is success?” was brought up and the speakers were amazing.

Councilor Govoni thanked Erin Rand for her service to the council. He then spoke about the foam chemicals leaked into the water and stated that he can’t comprehend that the state has a system like this and feels that it never should have happened. He hopes to find out more information and to see a resolution.

Councilor McAuliffe thanked Erin Rand for her time with the council.

Councilor Tustin congratulated Erin Rand and echoed comments about the river and called it disturbing. He would like to see a resolution and believes that Town Manager Souza is on top of it.

Deputy Mayor Terranova thanked Erin Rand and stated that she attended a meeting with Governor Lamont set up by the Capitol Region Council of Governments (CRCOG) earlier that day to talk about transit oriented development. Seven towns were there, specifically those involved along the CTRail Hartford Line, and she noted that Windsor’s transit oriented development plan is in place. She stated that hopefully long-term there will be a connection all the way up to Boston.

Councilor Jepsen congratulated Erin Rand and spoke about Windsor High School’s graduation. He noted that the public speaking over the past few years from students has been amazing and that it is a pleasure to watch.

Mayor Trinks – None.

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

Personnel Committee – None.

Health & Safety Committee – None.

Finance Committee – Deputy Mayor Terranova noted that two items from the committee are listed under new business tonight.

Special Projects Committee – None.

Town Improvements Committee – None.

**10) ORDINANCES – None**

**11) UNFINISHED BUSINESS – None**

## 12) NEW BUSINESS

- a) Approve FY 2019 Year End Purchase Orders

MOVED by Deputy Mayor Terranova seconded by Councilor Jepsen, that the FY 19 General Fund open purchase orders as of June 10, 2019 be approved until October 21, 2019.

Deputy Mayor Terranova stated that when goods and services are received and paid for in the next fiscal year, a purchase order must be opened to encumber the funds. By encumbering the funds, the Town Council is formally extending budgetary authority into the next fiscal year for that line item. There are five FY 19 General Fund open purchase orders as of June 10, 2019 totaling \$117,775 that are expected to be encumbered.

Motion Passed 9-0-0

- b) Approve FY 2019 Year End Transfer authority

MOVED by Deputy Mayor Terranova, seconded by Councilor Jepsen that the Director of Finance be granted authority to make year-end transfers in the General Fund of not more than \$5,000 per Service Unit.

Motion Passed 9-0-0

MOVED by Deputy Mayor Terranova, seconded by Councilor Jepsen to approve a transfer of \$53,500 from Safety Services to General Services to fund the projected year end deficit in the tax refund category and the FY 19 Caring Connection operating loss; and that \$16,500 be transferred from General Services to the Caring Connection Adult Day Care Enterprise fund to cover the anticipated FY 19 operating loss.

Deputy Mayor Terranova explained that the Town Council has traditionally granted the Finance Director the authority to transfer up to \$5,000 between service units (offsetting those that have gone over budget with those that have come in under budget) at the end of the fiscal year. In addition, the Town Council is being requested to approve the transfer of funds to service units that have gone over the adopted budget by more than \$5,000.

There is one service unit that is projected to go over budget by an amount greater than \$5,000 for FY 19. General Services is projected to be over budget by \$53,500, bringing the total FY 19 General Fund funding to \$14,548,470 versus the adopted budget amount of \$14,494,970. The reasons for the overage are prior year tax refunds related to property assessment appeals in the amount of \$37,000 and a transfer to the Caring Connection in the amount of \$16,500.

It is recommended that a transfer of \$53,500 be made from the FY 19 Safety Services budget to General Services for these two items as the Safety Services budget is projected to have a \$153,000 year-end balance.

Motion Passed 9-0-0

- c) Approve contract with WPDEA

MOVED by Councilor Jepsen, seconded by Deputy Mayor Terranova to approve the collective bargaining agreement between the Town of Windsor and the Windsor Police Department Employee Association for the period of July 1, 2019 through June 30, 2021.

Amelia Bliss, Director of Human Resources stated that the collective bargaining contract with the Windsor Police Department Employee Association (WPDEA) will expire on June 30, 2019. Negotiations have largely centered around wages, health insurance plan design changes and clarifications to existing contract language to reflect existing practices. Management and WPDEA have come to an agreement for a contract that runs from July 1, 2019 through June 30, 2021. Members of the employee association have ratified the proposed agreement and the Town Council is now being requested to approve the contract.

Motion Passed 8-0-0 (Councilor Tustin recused.)

- d) Approve resolution concerning State Grant application for Clover Street School Roof project

MOVED by Councilor Jepsen, seconded by Deputy Mayor Terranova to appropriate \$195,000 from the General Fund Unassigned Fund Balance for the Clover Street School Partial Roof Replacement Project.

Town Manager Souza stated that a 7,000 square foot portion of the roof at Clover Street Elementary School over the Nurse, Staff Office, and corridor along the cafeteria is leaking and is in need of replacement.

The design of the project is substantially complete. The architect's project cost estimate based on meeting all of the State's construction specifications is \$195,000 including a 5% project contingency. This is higher than the original quotes received in the winter which were based on a 'replace in kind' scope of work. After completing additional field condition assessments, the design engineer recommended adding additional insulation under the roof membrane to create greater pitch to direct water to the roof drainage system. The design also calls for additional metal flashing to prevent water from getting under the new roof.

The project can be completed during the school year with minimal disruption.

Councilor Wilkos recalled looking at photos of the roof and was happy to see that grant money is available to pay for the project.

Councilor Jepsen asked if a special meeting would be helpful and Danielle Batchelder, Director of Business Services, noted that the state has opened an e-grant system where applications are only accepted from the 1<sup>st</sup> until the 10<sup>th</sup> of each month. She stated that since it is already the 17<sup>th</sup>, the minutes can be collected right after the July 1<sup>st</sup> meeting and submitted at that time with the same outcome.

Motion Passed 9-0-0

- e) Consider settlement in Grosse vs Town of Windsor

MOVED by Councilor Jepsen, seconded by Deputy Mayor Terranova to move agenda item 12 (e) until after the executive session.

Motion Passed 9-0-0.

### **13) RESIGNATIONS AND APPOINTMENTS - None**

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

- a) Minutes of the June 3, 2019 Public Hearing

MOVED by Councilor Jepsen, seconded by Deputy Mayor Terranova to approve the unapproved minutes of the June 3, 2019 Public Hearing as presented.

Motion Passed 9-0-0

- b) Minutes of the June 3, 2019 Regular Town Council meeting

MOVED by Councilor Jepsen, seconded by Deputy Mayor Terranova to approve the unapproved minutes of the June 3, 2019 Regular Town Council meeting as presented.

Motion Passed 9-0-0

### **15) PUBLIC COMMUNICATIONS AND PETITIONS – None.**

MOVED by Councilor Jepsen, seconded by Deputy Mayor Terranova, to enter into Executive Session at 8:35 p.m. for the purpose of:

- a) Strategy and negotiations in respect to pending claims and litigation (Grosse vs Town of Windsor)
- b) Strategy and negotiations in respect to collective bargaining (UPSEU – Dispatchers)

Councilor Jepsen recused himself from item 16 (a).

Councilor Tustin recused himself from item 16 (b).

Motion Passed 9-0-0

### **16) EXECUTIVE SESSION**

Present: Mayor Donald Trinks, Councilor Nuchette Black-Burke, Councilor James Govoni, Councilor Donald Jepsen, Councilor Joseph McAuliffe, Councilor Richard O'Reilly, Councilor Michael Tustin, and Councilor Kenneth Wilkos.





Staff: Peter Souza, Town Manager; and Marty Maynard, Risk Manager.

Guests: Collette Griffin, Outside Counsel.

Marty Maynard and Collette Griffin left Executive Session at 8:58 p.m.

Councilor Tustin left Executive Session at 8:58 p.m.

Councilor Jepsen entered at 8:58 p.m.

Director of Human Resources Amelia Bliss and Police Chief Don Melanson entered Executive Session at 8:58 p.m.

MOVED by Councilor Jepsen, seconded by Councilor McAuliffe to exit Executive Session at 9:10 p.m. and to re-enter the regular Town Council meeting.

Motion Passed 7-0-0 (Deputy Mayor Terranova and Councilor Tustin Absent)

MOVED by Mayor Trinks, seconded by Councilor O'Reilly to authorize settlement of Grosse vs Town of Windsor as discussed during Executive Session.

Motion Passed 6-0-0 (Deputy Mayor Terranova and Councilor Tustin absent, Councilor Jepsen recused)

## **17) ADJOURNMENT**

MOVED by Councilor Jepsen, seconded by Councilor Black-Burke to adjourn the meeting at 9:12 p.m.

Motion Passed 7-0-0 (Deputy Mayor Terranova and Councilor Tustin absent)

Respectfully Submitted,

Erin Rand  
Clerk of the Council