



Council Agenda

Council Chambers
Windsor Town Hall
June 15, 2020



Zoom instructions

Dialing in by Phone Only:

Please call: **312 626 6799** or **646 558 8656**

1. When prompted for participant or meeting ID enter: **839 2532 5502** then press #
2. You will then enter the meeting muted. During Public Comment if you wish to speak press *9 to raise your hand.

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Please go to the following link: <https://us02web.zoom.us/j/83925325502>

1. When prompted for participant or meeting ID enter: **839 2532 5502** then press #
2. Only if your computer has a microphone for two way communication, then during Public Comment if you wish to speak press **Raise Hand** in the webinar control. If you do not have a microphone you will need to call in on a phone in order to speak.
3. During Public Comment if you do not wish to speak you may type your comments into the Q&A feature.

7:30 PM Regular Council Meeting

1. ROLL CALL
2. PRAYER OR REFLECTION – Councilor Wilkos
3. PLEDGE OF ALLEGIANCE – Councilor Wilkos
4. PROCLAMATIONS/AWARDS
5. PUBLIC COMMUNICATIONS AND PETITIONS
(Three minute limit per speaker)
6. COMMUNICATIONS FROM COUNCIL MEMBERS
7. REPORT OF APPOINTED BOARDS AND COMMISSIONS
 - a) Public Building Commission
 - b) Economic Development Commission
 - c) Housing Code Board of Appeals
8. TOWN MANAGER'S REPORT
9. REPORTS OF STANDING COMMITTEES
10. ORDINANCES
11. UNFINISHED BUSINESS



- a) *Consider Fixed Assessment Agreement and Building Permit Fee Reduction with Amazon (Town Manager)

12. NEW BUSINESS

- a) *Discussion of possible Virtual Net Metering arrangement for purchase of renewable energy (Town Manager)
- b) *Approve a Resolution Declaring Racism as a Public Health Crisis (Councilor Black-Burke)
- c) *Approve appropriation of \$187,000 to the Discovery Center Enterprise Fund from the General Fund Unassigned Fund Balance (Town Manager)
- d) *Approve Year End Purchase Orders (Deputy Mayor McAuliffe)
- e) *Approve Year End Transfers (Deputy Mayor McAuliffe)
- f) *Introduce proposed Capital Improvement Program for Fiscal Years 2021-2026 (Town Manager)

13. *RESIGNATIONS AND APPOINTMENTS

14. MINUTES OF PRECEDING MEETINGS

- a) *Minutes of June 1, 2020 Public Hearing
- b) *Minutes of the June 1, 2020 Regular Town Council Meeting

15. PUBLIC COMMUNICATIONS AND PETITIONS

(Three minute limit per speaker)

16. EXECUTIVE SESSION

- a) Strategy and negotiations in respect to collective bargaining (Teamsters)

17. ADJOURNMENT


★Back-up included

Agenda Item Summary

Date: June 15, 2020

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 Assessment Abatement
Amazon.com

Background

Amazon.com Services, LLC is expanding and upgrading its network of fulfillment centers. To support this growth, it has entered into an agreement with a third party (Scannell Properties) to construct and lease it to a build-to-suit center from which to deliver packages to customers across the United States, including those in Connecticut.

The project involves the construction of a multi-story, 3.7 million square foot facility. The proposed Windsor site is a 147-acre parcel located at 1201 Kennedy Road just south of the Route 20/Kennedy Road interchange. The estimated cost to construct and equip the facility exceeds \$230 million, including \$200 million for building and site features and \$30 million for machinery and equipment.

The company plans to create 1,000 new jobs at the facility within two years. The estimated annual payroll for Year 2 is \$29.52 million. See the attached application and Project Information Sheet for additional employment information.

The Town has adopted an Assessment Abatement Policy to guide the use of temporary real property tax abatement as an incentive to increase the non-residential tax base. It establishes preconditions and requirements that applicants must meet to be granted an abatement. The policy provides for a range of abatement schedules based on minimum investment levels. It also provides that the Town Council has sole discretion to approve, to approve with modifications and conditions or to deny any application.

In addition, the Town has a Building Permit Fee Reduction Policy which provides that the Council may authorize a reduced permit fee for biotech firms and for projects that invest \$60 million or more in taxable personal and real property improvements.

Discussion

The Amazon.com project qualifies for consideration under the town's economic incentive policies as a Significant Fiscal Impact Project. The total capital investment in taxable personal property and real property improvements planned by the company exceeds \$230 million. The threshold for a Significant Fiscal Impact Project is \$60 million.

The company's request for a seven-year, 100% abatement as contained in their application is allowed under the town's abatement policy. However, it has been the Town Council's general practice not to approve either so long a term or so high an abatement. Recently approved projects have had terms of three to four years and abatements of 50% or less. As a result, the staff and company have discussed

alternative terms for this project. The staff proposal is for a three-year term with a declining abatement schedule with 70% in year 1, 50% in year 2 and 30% in year 3. This provides an average 50% abatement over the term. In lieu of a longer abatement period, a 50% reduction of the upfront building permit fee is proposed. The building permit, with no reduction, is estimated to be \$2.3 million. Amazon representatives have concurred with the above terms.

Attached to this memorandum is a draft form of the Fixed Assessment Agreement with Amazon.com Services, LLC. This document follows the form of previous agreements. This draft agreement is under review by the Company and has not been approved in final form.

Briefly, the key points of consideration of the draft agreement include:

Fixed Assessment. Town will fix the assessment for the real property for a full three (3) year period at an amount equal to (a) thirty (30%) percent of the assessed value of Land and Facility for year one, (b) fifty (50%) percent of the assessed value of Land and Facility for year two, and (c) seventy (70%) percent of the assessed value of Land and Facility for year three.

This will provide an average 50% abatement of the increased assessment of real property over the three-year period. The fixed assessment period begins with the Grand List year after receipt of a permanent building certificate of occupancy.

Minimum Personal Property Taxes. During the fixed assessment period, the Company will be obligated to pay taxes on the personal property without any fixed assessment.

Investment and Schedule. Company will invest at least \$200,000,000 in real estate improvements and \$30,000,000 in personal property by no later than October 1, 2021, for a combined investment in real estate improvements and personal property to \$230,000,000.

This schedule will be extended by the Town Council provided that the Council finds in its reasonable judgment that Company is diligently pursuing the project. In the event that Company does not comply with the investment and schedule requirements, the Town may terminate the agreement and recover any tax benefits provided to Company.

Employment. Company will exercise good faith efforts to recruit qualified Town residents for part and full-time positions. Company is under no legal obligation to hire or retain any Town resident. Good faith efforts shall include at a minimum conducting two job fairs, and may include, by way of example, providing notice of job openings to a designated representative of the Town for dissemination, organizing recruiting events, advertising and coordinating hiring efforts with the Town and local workforce organizations.

Company shall exercise good faith efforts to pay to its employees wages at or above the median wage for similar positions in Hartford County.

Company shall provide a report annually regarding its efforts to recruit qualified residents of Town to fill positions and wages.

Operation. During the fixed assessment period and for three years following, Company will operate the Project in its ordinary course of business. Company may temporarily cease to operate the Project, in whole or in part for a cumulative period of no more than one (1) year as a result of a furlough of employees, a downturn of business or as a result of retrofitting, rebuilding, restoring, modifying or expanding the Project.

In the event that Company permanently ceases operations in excess of the cumulative over one (1) year time period, Town may: (i) terminate the Fixed Assessment, and (ii) recover tax benefits provided to Company during the Fixed Assessment period.

Community Engagement. The Company, through its Amazon in the Community Programs, will engage and support Windsor based organizations and programs through various means.

Financial Impact

Attached is a spreadsheet summary of projected revenues over the fixed assessment period based on the 33.11 mill rate and the proposed 50% annual average abatement of new real property assessment. This analysis shows that over a three-year fixed assessment period, the company will receive a total tax and permit fee savings benefit of \$8.78 million. Over this same period, the Town will receive \$10.52 million in net new property tax and building permit revenues. Current annual property tax revenues from the property, which has been in an agricultural assessment program, are approximately \$11,400. In the year following the abatement, town tax revenue will be approximately \$5.4 million.

Summary of Projected Annual Tax Revenue

Year 1	Real Estate Revenue = \$1.50M	Personal Property Revenue = \$657 K
Year 2	Real Estate Revenue = \$2.49M	Personal Property Revenue = \$587 K
Year 3	Real Estate Revenue = \$3.49M	Personal Property Revenue = \$504 K
	Subtotal = \$7.48M	Subtotal = \$1.75M
Year 4 (no abate)	Real Estate Revenue = \$4.98M	Personal Property Revenue = \$420 K

Please note this forecast holds the tax rate constant at 33.11 mills & does not reflect future mandated property revaluations.

Other Board Action

The Economic Development Commission reviewed the Amazon.com project at a special meeting held on May 13th. The Commission found that the project was eligible under the town's incentive policy and that it meets the requirements and criteria for approval. The project will have a positive economic benefit in terms of investment, jobs and fiscal impact.

The Town Planning and Zoning Commission approved a special use and site plan for this development on May 26th. The Inland Wetlands and Watercourses Commission approved the site plan on April 7th.

The Finance Committee reviewed Amazon's request and heard from a company representative at their meeting on June 8th. The Committee took no action with regard to the requested economic development incentive.

Recommendation

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

“RESOLVED that the Town Manager is authorized and directed to execute on behalf of the Town of Windsor a fixed assessment agreement between the Town of Windsor and Amazon.com Services, LLC which is generally consistent with the attached draft form of agreement.”

And

“RESOLVED that the Town Manager is authorized and directed to execute on behalf of the Town of Windsor a building permit fee reduction agreement between the Town of Windsor and Amazon.com Services, LLC which is generally consistent with the attached draft form of agreement.”

Attachments

Amazon.com Assessment Abatement Application

Amazon.com Project Info Sheet

Amazon.com Project Incentive Spreadsheet

Draft Form of Fixed Assessment Agreement

Draft Form of Building Permit Fee Reduction Agreement

Attachments

Amazon.com Assessment Abatement Application

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Amazon.com Project Incentive Spreadsheet

Draft Form of Fixed Assessment Agreement

Draft Form of Building Permit Fee Reduction Agreement

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 **Amazon.com Services LLC / 410 Terry Ave. North**

2. Name of Contact Person **Brad Griggs**
Phone **(646) 927-6819** Fax () _____ Email **brgriggs@amazon.com**

3. Nature of Business **LLC**
SIC or NAICS Code **454110**
Type of Product or Service – **Distribution / Warehouse**

4. Federal Employer ID **#82-0544687**

5. Officers/Owners

Name	Title	% Ownership
<hr/>		
• <u>Amazon.com, Inc.</u>		<u>100%</u>

6. Is the company current with all taxes or charges due to the Town of Windsor? **Yes**

SECTION B. PROJECT INFORMATION

1. Project Location **1201 Kennedy Road and 1 Joseph Lane, Windsor CT**

2. Provide an approximate number of FULL-TIME permanent jobs to be created in the next five years. **1,000 net new full-time jobs**

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

Job Type	Avg. Annual Wage	2022	2023	2024	2025	2026
Management	\$60,000	25	50	50	50	50
Associates	\$31,200	450	950	950	950	950

3. Estimate of the costs of the proposed improvements.
Real property improvements (exclude land cost and soft costs) **Approximately \$200M**
Personal property **Approximately \$30M**
4. Project schedule. **Please see attached**
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.

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 – **100%**
Term of fixed assessment – **7 years**
2. Please identify any other state or local incentives, financial or otherwise which are included in the project financing. **The proposed project would potentially pursue State level financial assistance to Project Warrior.**
3. Please provide a calculation of the taxes foregone based on the requested fixed assessment period. **Proposed real property tax increases resulting from Project Warrior would be estimated to be between \$4M up to \$5M per year upon completion of the proposed project.**
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.

Amazon.com Services LLC (the "Applicant") is proposing the development of approximately 147 acres of land located at 1201 Kennedy Road and 1 Joseph Lane, Windsor CT (the "Site") for use as an e-commerce storage and distribution facility for consumer products (the "Project"). The Project would allow for the Applicant as the prospective future tenant to provide a significant revenue opportunity for the local economy. The Project would involve the construction of a 5-story, approximately 823,000 square foot footprint warehouse/distribution facility (the "Facility"). The Facility would be operated by the Applicant on a long-term basis.

The Project would include the development of the Facility and all appurtenant infrastructure (site work, utilities, and roadway improvements) and associated exterior improvements (parking and loading areas, sidewalks, landscaping and lighting) and ultimately would position any potential future tenant end-user for growth, including significant job creation, related operation of the Facility.

The Applicant or an affiliate thereof operates a North American fulfillment network that is comprised of multiple facilities that are responsible for fulfilling customer orders.

The Facility would receive shipments of products that would then be distributed to various Applicant operated or other third party sortation centers or last mile delivery stations throughout the United States, in order to deliver to individual customers throughout North America. Applicant expects that, along with lease expenses, the Project would include a capital investment from Applicant of at least \$200M of real estate improvements, plus additional equipment purchases, soft costs and land acquisition costs.

Applicant's personal property investment would be at least \$30 million in material handling equipment and other personal property. Applicant anticipates the Project will launch between Q3 2021 to Q3 2022.

Other site selection considerations:

- Applicant is evaluating whether the Project improves the Applicant's competitiveness and provide its customers low prices, vast selection, and convenience.
- Applicant reserves the decision to finalize the transaction at the Site subject to:
 - Evaluation of alternative business case opportunities addressing its entire network, which includes, but is not limited to: cost, economic incentives, transportation efficiency, location/infrastructure and design of building type, available workforce, allocation of corporate capital and ultimately receive Senior Management Approval.
- Applicant's operations, capacity planning, transportation, human resources, real estate and economic development teams evaluate dozens of alternate geographies for future operational locations in any given year in response to increasing customer demand. The Applicant utilizes highly complex algorithms to respond to customer demand and the global movement of product to rapidly deploy location alternative solutions. These solutions provide the business increasing flexibility and efficiencies with the manner in which the Applicant decides to deploy capital on an annual basis and minimize risk to the business.
- The cost benefit analysis of selecting any one particular site is weighed against the entirety of the network that the Applicant has developed and continues to improve with each location it develops throughout the United States. This approach prevents any one particular site from dictating Applicant's network expansion strategy. The Site will be evaluated against alternative opportunities throughout the United State that best optimize the entirety of the network.

Applicant is seeking support for the Project that, if chosen, would enhance the Applicant's ability to add a combined total of 1,000 new full-time jobs (descriptions and benefits above) and bring new investment and tax base to the Town of Windsor in the State of Connecticut. Should the project move forward, the Applicant would work closely with the Town of Windsor to employ as many eligible candidates from the community as possible once the proposed facility is operational.

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

SCHEDULE OF WAGES
Amazon.com Services, LLC
DATE: 05.11.20

SOC	POSITION TITLE	HARTFORD LMA		COMPANY		NO. OF EMPLOYEES	BELOW ENTRY WAGE	BELOW MEDIAN WAGE
		ENTRY LEVEL WAGE	MEDIAN WAGE	MEDIAN	STARTING WAGE			
53-1048	Management	20.36	29.68		30	50		
53-7062	Associates	11.69	15.68		15	950		X

CT DEPARTMENT OF LABOR EMPLOYMENT AND WAGES (OES) DATA FOR 1st QUARTER 2019.

Project Information Sheet

Amazon.com Services, LLC PROJECT INFO SHEET
May 11, 2020

Type of Project

Amazon.com Services LLC (the "Applicant") is proposing the development of approximately 147 acres of land located at 1201 Kennedy Road and 1 Joseph Lane, Windsor CT (the "Site") for use as an e-commerce storage and distribution facility for consumer products (the "Project"). The Project would allow for the Applicant as the prospective future tenant to provide a significant revenue opportunity for the local economy. The Project would involve the construction of a 5-story, approximately 823,000 square foot footprint warehouse/distribution facility (the "Facility"). The Facility would be operated by the Applicant on a long-term basis.

The Project would include the development of the Facility and all appurtenant infrastructure (site work, utilities, and roadway improvements) and associated exterior improvements (parking and loading areas, sidewalks, landscaping and lighting) and ultimately would position any potential future tenant end-user for growth, including significant job creation, related operation of the Facility.

The Applicant or an affiliate thereof operates a North American fulfillment network that is comprised of multiple facilities that are responsible for fulfilling customer orders.

The Facility would receive shipments of products that would then be distributed to various Applicant operated or other third party sortation centers or last mile delivery stations throughout the United States, in order to deliver to individual customers throughout North America.

Site/Building Info

- Square footage of building: 823,000 +/- sq. ft. footprint
- Land area of site: Approximately 147 acres
- Location: 1201 Kennedy Road and 1 Joseph Lane, Windsor, CT

Planned Investment

Building	200,000,000
Manufacturing Equipment	30,000,000
Total	\$230,000,000

Employment Info

Company plans to create 1,000 new full-time jobs within 5 years. Annual estimated payroll in Year 1, which in the projected job creation schedule is 2022, is estimated at \$14.76M. Annual estimated payroll in Year 2, which in the projected job creation schedule is 2023, is estimated at \$29.52M.

Estimated Project Timing

- Complete real estate due diligence process: Q3 2020
- Start construction in: Q3 2020
- Certificate of occupancy by: Q3 or Q4 2021
- Operational by: Q4 2021

Competing Locations

Applicant is evaluating whether the Project improves the Applicant's competitiveness and provide its customers low prices, vast selection, and convenience. Applicant reserves the decision to finalize the transaction at the Site subject to:

- Evaluation of alternative business case opportunities addressing its entire network, which includes, but is not limited to: cost, economic incentives, transportation efficiency, location/infrastructure and design of building type, available workforce, allocation of corporate capital and ultimately, receive Senior Management Approval.

Applicant's operations, capacity planning, transportation, human resources, real estate and economic development teams evaluate dozens of alternate geographies for future operational locations in any given year in response to increasing customer demand. The Applicant utilizes highly complex algorithms to respond to customer demand and the global movement of product to rapidly deploy location alternative solutions. These solutions provide the business increasing flexibility and efficiencies with the manner in which the Applicant decides to deploy capital on an annual basis and minimize risk to the business.

The cost benefit analysis of selecting any one particular site is weighed against the entirety of the network that the Applicant has developed and continues to improve with each location it develops throughout the United States. This approach prevents any one particular site from dictating Applicant's network expansion strategy. The Site will be evaluated against alternative opportunities throughout the United State that best optimize the entirety of the network.

Traffic Info.

- Please see the attached traffic study.

State Assistance Requested

The proposed project would potentially pursue State level financial assistance to Project Warrior.

Local Assistance Requested

The proposed project has requested a 7-year, 100% abatement for Project Warrior.

Project Incentive Spreadsheet

3 year 50% Declining Rate, 50% Building Fee Reduction

Year	Real Estate Tax No abatement	%	Annual Real Estate Tax	Firm's Benefit	Personal Property Tax	Annual Revenue to town
FY 23 Year 1	\$4.98 M	70%	\$1.50 M	\$3.49 M	\$657 K	\$2.16 M
FY 24 Year 2	\$4.98 M	50%	\$2.49 M	\$2.49 M	\$587 K	\$3.08 M
FY 25 Year 3	\$4.98 M	30%	\$3.49 M	\$1.50 M	\$504 K	\$3.99 M
	<u>\$14.94 M</u>	50%	<u>\$7.48 M</u>	<u>\$7.48 M</u>	<u>\$1.75 M</u>	<u>\$9.23 M</u>
			building permit fees	\$1.30 M	building permit fees	\$1.30 M
				<u>\$8.78 M</u>		<u>\$10.53 M</u>

NOTE: Projected figures are rounded

Fixed Assessment Agreement

D R A F T
FIXED ASSESSMENT AGREEMENT

THIS AGREEMENT made effective as of June ____, 2020, by and between Town of Windsor, Connecticut, a governmental body organized under the laws of the State of Connecticut (“Town”), and Amazon.com Services LLC, a Delaware limited liability company, (“Company”).

RECITALS

- A. Company has under consideration the lease of an approximately one million square foot distribution center proposed to be developed and constructed at 1201 Kennedy Road and 1 Joseph Lane, Windsor, Connecticut by a third party landlord (“Landlord”).
- 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.
- C. Town has determined that said development qualifies as a Significant Fiscal Impact Project 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 and/or Landlord to develop and construct 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 said development shall be at least for the term of the abatement period as required by the 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 that 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 during the first October when both of the following are true: (a) the final certificate of occupancy for the Facility has been issued; and (b) the conditions included in Sections 3.1 and 3.2 of this Agreement are satisfied. Town agrees to cause Town Assessor to execute and confirm the Grand List following satisfaction of the foregoing conditions.

Section 1.2 – Facility. The term “Facility” shall mean all taxable improvements on or about the Land including all buildings, structures, 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 and incurred by Company and/or Landlord in development and construction of the Facility as set forth in Section 1.2 above, 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, as well as all lease payments made on such Personal Property at the Facility (including payments expected to be made over the entire term of the lease).

Section 1.5 – Personal Property. The term “Personal Property” shall mean all taxable 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, the Personal Property and the Land.

Section 1.7 – Land. The term “Land” shall mean the premises generally known as 1201 Kennedy Road and 1 Joseph Lane, Windsor, Connecticut, together with any additions or reductions thereof, which hereafter shall be confirmed by a survey, and which shall be described by a narrative metes and bounds description of such premises prepared on the basis of the survey, which shall be initialed by Town and Company when attached to this Agreement as Exhibit A.

Section 1.8 - Fixed Assessment - The term "Fixed Assessment" shall refer to Town's conferral, under Connecticut General Statutes 12-65 b, 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 Fix Assessment Period, as is set forth in Section 2.1.

Section 1.9- Fixed Assessment Period - The term "Fixed Assessment Period" shall refer to the full three (3) assessment years that shall begin on the Commencement Date as set forth in Section 1.1 (expected to be October 1, 2021) and continue until the full three years of assessment periods has been completed. It is anticipated that the fixed assessment years will be as follows: October 1, 2021, October 1, 2022, and October 1, 2023. As the Town of Windsor is a one tax payment town, taxes for each of the assessment years are due the July following the assessment date, so that the taxes assessed on October 1, 2021 will come due July 1, 2022.

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 three (3) 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 (a) thirty (30%) percent of the assessed value of Land and Facility for year one of the Fixed Assessment Period, (b) fifty (50%) percent of the assessed value of Land and Facility for year two of the Fixed Assessment Period, and (c) seventy (70%) percent of the assessed value of Land and Facility for year three of the Fixed Assessment Period.

Section 2.2– Minimum Real Estate Tax Payment. During the Fixed Assessment Period, Company agrees to pay (or cause Landlord to pay) for each tax year ad valorem real estate tax payment for the Facility and the Land equal to the Fixed Assessment for each such year as is set forth in Section 2.1 at the then-existing mill rate adopted by the Town, subject to the provisions of this Agreement. Company (or Landlord) 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 Taxes and Minimum 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 first year of the Fixed Assessment Period shall be determined in the normal course pursuant to state and local laws. The Company shall have all rights available under applicable law to appeal or challenge any assessment of the Land, Facility or Personal Property.

ARTICLE III– MINIMUM INVESTMENTS

Section 3.1 – Minimum Investment In The Facility. Company shall commence or cause its Landlord to commence construction of Facility within six months after approval of a site plan by the Town Planning and Zoning Commission. Company agrees to expend or cause Landlord to expend Investment In The Facility in accordance with the approved site plan, a representation of which has been initialed by both parties and attached hereto as Exhibit B, of approximately \$200,000,000 no later than September 30, 2021, which deadline may be extended by the Town Council for up to one (1) six (6) month period provided that Town finds Company and/or Landlord is diligently and continuously pursuing the completion of the Project.

Section 3.2 – Minimum Investment In Personal Property. Company agrees to make Investment In Personal Property of approximately \$30,000,000 no later than September 30, 2021, 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; provided, however that the Company will be deemed to satisfy its obligations under this Section and this Agreement with respect to Investment In Personal Property if the combined total of Investment In The Facility and Investment In Personal Property is not less than \$230,000,000 as of such date.

Section 3.3 – Schedule. No later than September 30, 2021 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 signed writing confirming Company’s satisfaction of the obligations contained in Sections 3.1 and 3.2. Company, at the request of Town, shall furnish Town with general information reasonably substantiating the investment required under Section 3.1 and Section 3.2. Town acknowledges and agrees 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 satisfaction of the Investment Targets. Town acknowledges and agrees that invoices, purchase orders, receipts, lease information, a personal property declaration and/or similar evidence shall also be sufficient to substantiate the investment required under Section 3.1 and Section 3.2.

Section 3.4 – Failure to Comply. In the event the Company and/or Landlord have not made a combined total of Investment In The Facility and Investment In Personal Property of not less than \$230,000,000 as of September 30, 2021 or at the end of any approved extension periods as provided in Section 3.1 and Section 3.2, the 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 AND COMMUNITY ENGAGEMENT 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. The Company’s good faith efforts shall include at a minimum conducting two job fairs, and may include, by way of example, providing notice of job openings to a designated representative of the Town for dissemination, 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 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 C (each, an “Annual Report”).

Section 4.4. – Community Engagement. The Company, through its Amazon in the Community Programs, will engage and support Windsor based organizations and programs through various means.

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 the Company associated with the Facility outside 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 (or cause to be paid) 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 the 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, the Town shall have the right to, as its sole and exclusive remedies for such a Material Default, (i) recover all tax benefits provided to Company during the Fixed Assessment Period (i.e. the taxes that would have been payable by the Company and/or its Landlord that were not paid as a result of the Fixed Assessment); and (ii) terminate this Agreement and 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 Land, payment of any and all taxes shall be in accordance with Connecticut General Statutes 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 affecting 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 limited liability company organized under the laws of the State of Delaware and is in good standing with the Secretary of the State of Delaware and is qualified to transact business in the State of Connecticut (or will be so qualified prior to operation of the Project).

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, threatened against or affecting the 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 the 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:

Amazon.com Services LLC
410 Terry Avenue North
Seattle, WA 98109
Attn: Director Economic Development
fax: 206-266-7010

With copies to:

Attn: Corporate Counsel, Economic Development
410 Terry Avenue North
Seattle, WA 98109
Fax: (206) 266-7010

Attn: General Counsel
410 Terry Avenue North
Seattle, WA 98109
Fax: (206) 266-7010
Email: contracts-legal@amazon.com

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; provided however, that notwithstanding anything herein contained to the contrary, Company may assign or transfer all or any portion of its interest in this Agreement to any direct or indirect subsidiary of Amazon.com, Inc. 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 Land 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 – Force Majeure. Notwithstanding anything contained in this Agreement to the contrary, and subject to the terms of this Section, failure of either party hereto to perform its obligations under this Agreement shall not constitute a Material Default, default, breach or violation of this Agreement and no disqualification shall occur as a result thereof, if any such failure or delay is due in whole or in part to acts of God; acts of public enemy; war; riot;

sabotage; blockage; embargo; failure or inability to secure materials, supplies or labor through ordinary sources by reason of shortages or priority; labor strikes, lockouts or other labor or industrial disturbance (whether or not on the part of agents or employees of either party hereto engaged in construction related to the Project); civil disturbance; terrorist act; power outage; fire, flood, windstorm, hurricane, earthquake or other casualty; any law, order, regulation or other action of any governing authority; any action, inaction, order, ruling moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over the party hereto, over the construction anticipated to occur in connection with the Project or over any uses thereof, or by delays in inspections or in issuing approvals by private parties or permits by governmental agencies not occasioned by the party: provided however, that the financial or fiscal inability of a party hereto to perform any of its obligations, agreements or other undertakings, or to observe any term or condition contained in the Agreement, shall not constitute "Force Majeure"; and further provided, however, that the occurrence of an action, circumstance, condition or event which gives rise to "Force Majeure" shall not excuse, but merely shall delay as provided in this Agreement, the performance of the covenant, obligation or other undertaking, or the observance of a term or condition, contained in this Agreement by the party hereto relying on "Force Majeure" for such purposes.

Section 8.5 – Confidentiality and FOIA. Town agrees to use adequate safeguards to maintain the confidentiality of materials and/or information supplied by Company to Town pursuant to or in connection with this Agreement and to share such materials and/or information with only those Town employees who need access to such material and/or information in the course of performing the functions of their job for the Town. Company understands that this Agreement and each Annual Report it submits to the Town may constitute public records subject to disclosure under Connecticut's Freedom of Information Act ("FOIA"). Town agrees to notify Company in writing within 3 days of receiving a FOIA or similar request seeking information related to this Agreement, Company, Landlord or any materials, documents, information, data or other items delivered by Company and/or Landlord in connection with this Agreement. Town agrees to refuse to disclose, redact and/or omit materials, documents, information, data or other items or portions thereof to the maximum extent permitted by applicable law, and agrees to cooperate in good faith with any requests by Company to that effect. In the event that Town refuses to provide certain materials and/or information related to the Company to a third party at the direction or upon the request of the Company and such refusal is challenged in the Freedom of Information Commission or in a court of law, the Company shall indemnify Town for penalties, fines and reasonable costs, fees and expenses (including reasonable attorney's fees) actually paid by Town as a direct result of following such direction or acting upon such request.

Section 8.6 – Counterparts. This Agreement (or any exhibit or addendum to it) may be executed by facsimile or using an e-signature format such as DocuSign, and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument.

Section 8.7 – Severability. The invalidity of any provision of this Agreement shall not affect the validity of the remaining provisions, which shall remain in full force and effect to govern the parties' relationship.

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: _____

AMAZON.COM SERVICES LLC

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENTS

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

The foregoing instrument was acknowledged before me on _____, 2020 by _____, as the _____ of the Town of Windsor, on behalf of said Town.

My commission expires: _____

(SEAL)

Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, 2020 by _____, as the _____ of Amazon.com Services LLC, a Delaware limited liability company.

My commission expires: _____

(SEAL)

Notary Public

Exhibit A

Survey

Exhibit B

Site Plan

Exhibit C

Annual Report Form

**Building Permit Fee
Reduction
Agreement**

DRAFT

BUILDING PERMIT FEE REDUCTION AGREEMENT

THIS AGREEMENT made effective as of _____, 2020, by and between Town of Windsor, Connecticut, a governmental body organized under the laws of the State of Connecticut (“Town”), and Amazon.com Services LLC , a Delaware limited liability company, (“Company”).

RECITALS

- A. Company has under consideration the lease of an approximately 3,000,000 square foot fulfillment center to be developed and constructed at 1201 Kennedy Road and 1 Joseph Lane, Windsor, Connecticut (“Project”) by a third party landlord (“Landlord”).
- B. Company and Landlord estimate that the development and construction of the Project will require a capital cost for taxable personal property and improvements to real estate of equal to or in excess of Two Hundred Thirty Million Dollars (\$230,000,000).
- C. Town has adopted a Building Permit Fee Reduction Policy under which Town Council may grant, on a case-by-case basis, the reduction of building permit fees for construction activities if such building permits are for a “Significant Fiscal Impact Project”, i.e., a project with a capital investment in taxable personal property and improvements to real estate equal to or greater than Sixty Million Dollars (\$60,000,000).
- D. Town has determined that the Project qualifies as a Significant Fiscal Impact Project under the Policy and has authorized the reduction of all building permit fees for the Project so as to equal fifty per cent (50%) of normal building permit fees.
- E. Town and Company desire to enter into this Agreement to effect such reduction of building permit fees for the Project.
- F. Company has provided Town information verifying that the benefits created by said building permit fee reduction shall accrue to Company.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

ARTICLE I – PERMIT FEE REDUCTION

Town shall reduce by one-half the normal permit fees for all building permits procured by Company, its employees, agents, contractors, or subcontractors for construction of the Project.

Notwithstanding the provisions of this Article I, there shall be no reduction of any land use or zoning fees, environmental fees, or other charges which Town may assess in connection with the planning, development and construction of the Project.

ARTICLE II – TERM

This Agreement shall commence on the effective date hereof and shall expire on September 30, 2021, or at such time as a final Certificate of Occupancy is issued for the Project, which first occurs; provided, however that the term of this Agreement will be extended to reasonably accommodate any delays caused by force majeure; provided, further that the Town may extend the term as contemplated in Article III.

ARTICLE III – PAYMENT

Company acknowledges that the inducement to Town to provide a reduction in the building permit fees for the Project is the promise of Company to construct a facility with a capital investment in taxable personal property and improvements to real estate equal to or greater than Two Hundred Thirty Million Dollars (\$230,000,000) by no later than September 30, 2021; provided, however that such deadline will be extended to accommodate any delays caused by force majeure; provided, further that the Town Council may elect to extend such deadline at its sole discretion. If Company and Landlord fail to provide said value by September 30, 2021 or at the end of any approved extension, Company shall repay Town any building permit fee savings on written demand of Town. Company's obligation to repay any building permit fee savings is the sole and exclusive remedy for Company's failure to make the investments required under this Agreement.

ARTICLE IV - ASSIGNMENT

Company may not assign its rights and obligations under this agreement except with permission of the Town Council, which permission shall not be unreasonably denied: provided however, that notwithstanding anything herein contained to the contrary, Company may assign or transfer all or any portion of its interest in the Agreement to any direct or indirect subsidiary of Amazon.com, Inc. 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.

[Signature Page Follows]

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: _____

AMAZON.COM SERVICES LLC

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENTS

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

The foregoing instrument was acknowledged before me on _____, 2020 by _____ as the _____, of Town of Windsor, on behalf of said Town.

My commission expires: _____

(SEAL)

Notary Public

STATE OF _____)
)
COUNTY OF _____) ss.:

The foregoing instrument was acknowledged before me on _____, 2020 by _____, as the _____ of Amazon.com. Services LLC, a Delaware limited liability company.

My commission expires: _____

(SEAL)


Notary Public

Agenda Item Summary

Date: June 15, 2020

To: Honorable Mayor and Members of the Town Council

Prepared By: Scott W. Colby Jr, Assistant Town Manager

Reviewed By: Peter Souza, Town Manager 

Subject: Virtual Net Metering

Background

Virtual net metering (VNM) is a bill crediting system for solar energy. It refers to when solar energy is not used on-site but is instead externally generated and shared among subscribers.

The Connecticut General Assembly approved legislation allowing for virtual net metering in 2013 with funding of \$10M in credits. Program funding was depleted in 2016 with 15 towns benefiting from the program. In 2019, the State funded additional capacity for the program.

Town staff has been approached by Lodestar Energy, LLC, of Avon, CT, a based energy company to enter into a power purchase type agreement through the State's virtual net metering program. Unfortunately discussions have been delayed due to COVID-19. A representative from Lodestar will be attending the Council's meeting to provide an overview of the program and opportunity to purchase renewable power.

Discussion/Analysis

Lodestar Energy, LLC and town staff have been discussing the program and the possibility to purchase of 3.6 million kWh per year of virtual net metering credits from a solar field located in Winchester, CT.

Currently Lodestar is awaiting approval from the Connecticut Siting Council. Once approved by the Siting Council, Lodestar would expect construction to start in early fall with a completion near the end of the year. Lodestar would be responsible for maintaining the solar units.

One hundred percent (100%) of the VNM credits are generated from a solar photovoltaic ground mounted system. If the town were to enter an agreement with Lodestar for 3.6 million kWh per year, the Town and Board of Education (BOE) combined would be utilizing solar energy for approximately 48% of its electricity use.

Financial Impact

Under the proposed agreement with Lodestar, the Town would purchase 3.6 million kWh per year of virtual net metering credits over the term of 20 years.

The VNM Credit Rate would be a fixed 15% discount to the applicable Eversource rate based on the following and has been set by CT Public Utilities Regulatory Authority (PURA):

Year 1:	100% of generation and 80% of transmission and distribution
Year 2:	100% of generation and 60% of transmission and distribution
Year 3-20:	100% of generation and 40% of transmission and distribution

Projected savings as compared to the Eversource rate show a savings of approximately \$1.5M over the course of 20 years (projections utilized a 2% increase annually on the Eversource Generation and T&D rate.) Projected savings could change depending on the volatility of the electricity rates.

Participating in this VNM program would not affect the Town from purchasing electricity from a supplier other than Eversource.

If the Town Council would like to participate in the Virtual Net Program with Lodestar, a preferred timeline for authorization to proceed would be July or August at the latest.

Recommendations

This item is presented for discussion purposes and although there is no specific action requested of the Town Council this evening, it is suggested the item go to the Finance Committee for review and recommendation.

Attachments

Lodestar Solar Net Metering Presentation



LODESTAR

CT Solar Net Metering Program

Town of Windsor – June 11, 2020

About Lodestar

Lodestar Energy is a CT-based company that develops commercial and public sector, DG and small utility scale solar PV Projects. We rely on our deep experience, wide network, and strong problem solving abilities to create value for our customers.

Over the last six years, our team has worked with utilities, school districts, cities, counties, states, commercial businesses, industrial clients and many others to develop over 30 solar projects worth over \$175 million.

Lodestar currently owns and operates more than 40 megawatts (MW) of solar projects in the Northeast, including rooftops and field systems powering over 7,500 homes and offsetting over 40,000 tons of CO2 annually.

CT History and Timeline

Regulatory Timeline

- June 2013 – Virtual Net Metering (VNM) legislation approved
 - Feb 2014– VNM working group report to PURA
 - July 2014 – PURA order implementing program
 - Sept 2014 – PURA begins taking applications for VNM
 - March 2015 – PURA changes rules on VNM applications
 - June 2015 – LSE submits 1st applications
 - 2016/2017 – Program funding \$10 million depleted. Only 15 towns benefit from program; Lodestar builds 4 projects.
 - April 2019 – HB 7251 funds additional VNM capacity
 - October 2019 – Lodestar awarded 4 new projects
-

Lodestar CT Projects (2016)



Barkhamsted, New Hartford, and Winsted –
Regional Refuse Center 1.4 MWs (8 acres)

Offtaker/Savings – Town of Vernon

Lodestar CT Projects (2016)



Suffield Property
2.88 MWs (12 acres)

Offtaker/Savings – Town of Vernon (WPCA)

Lodestar CT Projects (2017)



East Windsor – NorCap North
2.88 MWs (10 acres)

Offtaker/Savings – Town of Suffield

Lodestar CT Projects (2017)



East Windsor - NorCap South
2.88 MWs (10 acres)

Offtaker/Savings – Town of South Windsor

Virtual Net Metering - Program Advantages



Discounted, clean, solar energy



Day one savings with no upfront costs



No use of your property or buildings



Zero changes to your current electricity purchasing

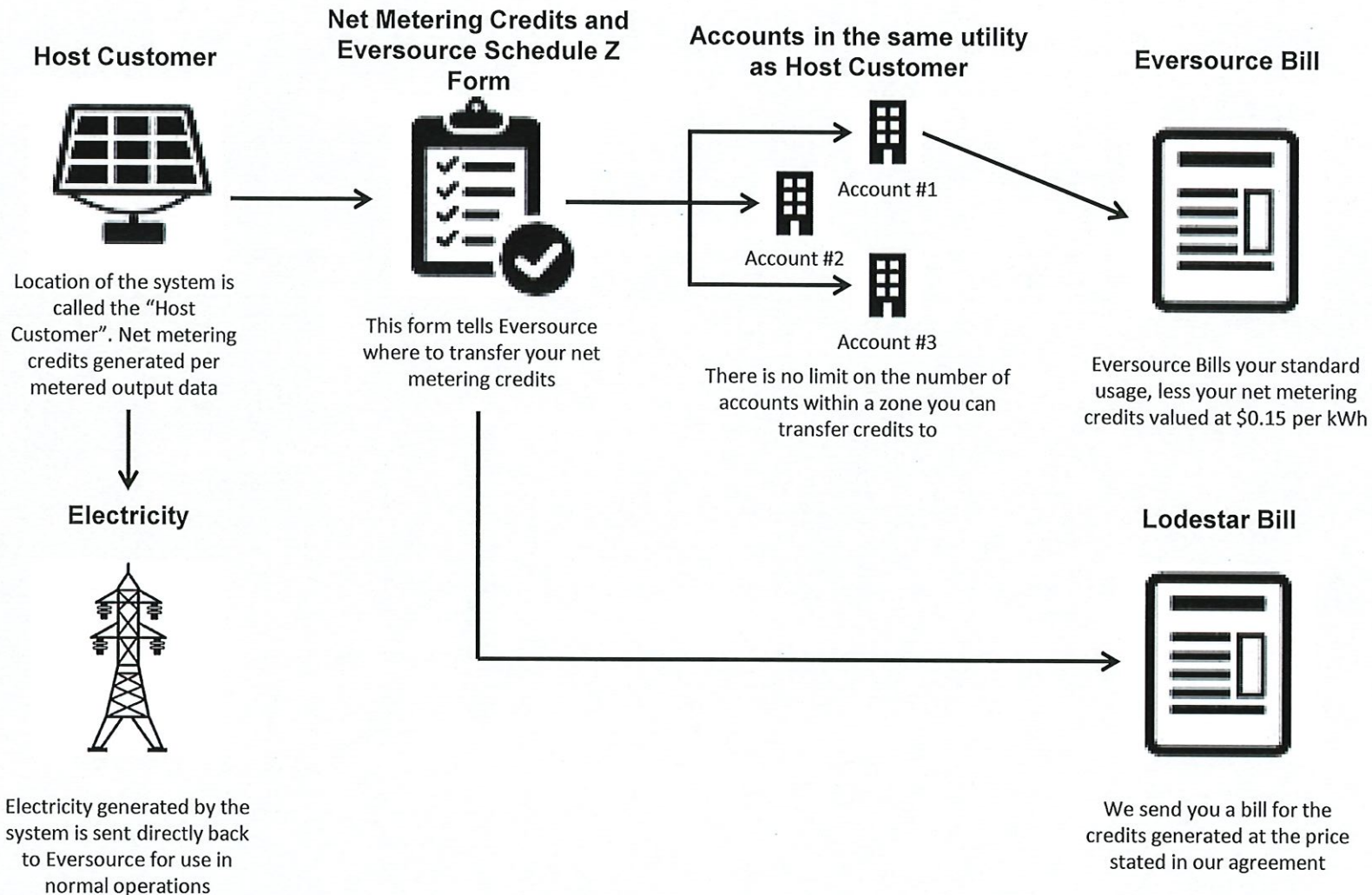


Guaranteed savings over the contract life



How Do I Get My Credits

All solar output “pushed back” to the grid results in net metering credits calculated at the R30 rate. These credits can be allocated to other Eversource accounts located in the same ISO-NE zone per instructions captured in the Schedule Z form.



New Projects Under Development

Name	Town	COD Year	Offtake
Powder Hill	Enfield	2020	South Windsor
Sand Road	N. Canaan	2020	South Windsor & East Windsor
Platt Hill	Winchester	2020	Windsor

Windsor Top 10 Accounts – Annual usage

Name	Account	Annual kwh
Town Hall	51718822059	290,000
Windsor Library	51661334078	220,000
Wilson Branch Library	51892322041	90,000
DPW Building	51076832096	150,000
Safety Complex	51016442071	380,000
DPW Storage Garage	51762897072	250,000
Town Street Lights	51145702049	670,000
NWP Bature Center	51186145025	75,000
Town Street Lights	51831742028	525,000
Sage Park MS*	51841422025	882,000
TOTALS		3,552,000

Accounts can be changed 1x/year per program rules

How the Savings Work (15% discount)

Top 10 Accounts

3,600,000 kWh

Rate Savings (15% discount)

\$0.153/kWh $-$ \$0.13/kWh $=$ \$0.023/kWh

Year 1 Savings

3,600,000 kWh \times \$0.023/kWh $=$ \$82,647

Total Savings

\$1.5 million +

Estimated Savings Analysis

Contract Year	kWh Produced	Generation Ra	T&D	Net Meter		Total Annual Value Credits	Discounted NM Credit Rate Price	Total Annual Cost Credits	NM Credit Savin	Annual Benefit
				Credit Rate	(Total)					
1	3,600,000	\$ 0.0923	\$ 0.0607	\$ 0.1531	\$ 550,980	\$0.1301	\$468,333	\$ 0.0230	\$ 82,647	
2	3,582,000	\$ 0.0942	\$ 0.0465	\$ 0.1406	\$ 503,727	\$0.1195	\$428,168	\$ 0.0211	\$ 75,559	
3	3,564,090	\$ 0.0961	\$ 0.0316	\$ 0.1276	\$ 454,944	\$0.1085	\$386,703	\$ 0.0191	\$ 68,242	
4	3,546,270	\$ 0.0980	\$ 0.0322	\$ 0.1302	\$ 461,723	\$0.1107	\$392,464	\$ 0.0195	\$ 69,258	
5	3,528,538	\$ 0.0999	\$ 0.0329	\$ 0.1328	\$ 468,603	\$0.1129	\$398,312	\$ 0.0199	\$ 70,290	
6	3,510,896	\$ 0.1019	\$ 0.0335	\$ 0.1355	\$ 475,585	\$0.1151	\$404,247	\$ 0.0203	\$ 71,338	
7	3,493,341	\$ 0.1040	\$ 0.0342	\$ 0.1382	\$ 482,671	\$0.1174	\$410,270	\$ 0.0207	\$ 72,401	
8	3,475,874	\$ 0.1061	\$ 0.0349	\$ 0.1409	\$ 489,863	\$0.1198	\$416,383	\$ 0.0211	\$ 73,479	
9	3,458,495	\$ 0.1082	\$ 0.0356	\$ 0.1438	\$ 497,162	\$0.1222	\$422,587	\$ 0.0216	\$ 74,574	
10	3,441,202	\$ 0.1103	\$ 0.0363	\$ 0.1466	\$ 504,569	\$0.1246	\$428,884	\$ 0.0220	\$ 75,685	
11	3,423,996	\$ 0.1125	\$ 0.0370	\$ 0.1496	\$ 512,088	\$0.1271	\$435,274	\$ 0.0224	\$ 76,813	
12	3,406,876	\$ 0.1148	\$ 0.0377	\$ 0.1525	\$ 519,718	\$0.1297	\$441,760	\$ 0.0229	\$ 77,958	
13	3,389,842	\$ 0.1171	\$ 0.0385	\$ 0.1556	\$ 527,461	\$0.1323	\$448,342	\$ 0.0233	\$ 79,119	
14	3,372,893	\$ 0.1194	\$ 0.0393	\$ 0.1583	\$ 533,929	\$0.1346	\$453,840	\$ 0.0237	\$ 80,089	
15	3,356,028	\$ 0.1218	\$ 0.0401	\$ 0.1583	\$ 531,259	\$0.1346	\$451,570	\$ 0.0237	\$ 79,689	
16	3,339,248	\$ 0.1243	\$ 0.0409	\$ 0.1583	\$ 528,603	\$0.1346	\$449,313	\$ 0.0237	\$ 79,290	
17	3,322,552	\$ 0.1267	\$ 0.0417	\$ 0.1583	\$ 525,960	\$0.1346	\$447,066	\$ 0.0237	\$ 78,894	
18	3,305,939	\$ 0.1293	\$ 0.0425	\$ 0.1583	\$ 523,330	\$0.1346	\$444,831	\$ 0.0237	\$ 78,500	
19	3,289,410	\$ 0.1319	\$ 0.0434	\$ 0.1583	\$ 520,714	\$0.1346	\$442,607	\$ 0.0237	\$ 78,107	
20	3,272,963	\$ 0.1345	\$ 0.0442	\$ 0.1583	\$ 518,110	\$0.1346	\$440,393	\$ 0.0237	\$ 77,716	
Total									\$ 1,519,650	

* Based on R30 Gen rate blended over the past 36 months - \$0.07421, \$0.09604, \$0.08796, \$0.10851, \$0.09422, \$0.09304
 ** Annual virtual net metering credits (VNMC) calculated at the time of the application and this will be the maximum annual amount.


Process/Next Steps

1. Letter of Intent (LOI) – Signed 3/6/20
2. Negotiate definitive agreement (Summer)
3. Final Permitting/CT Siting Council (late Summer)
4. Start construction (Fall)
5. Finalize construction (Winter)
6. Credits flow by Q2 2021

Agenda Item Summary

Date: June 15, 2020

To: Honorable Mayor and Members of the Town Council

Prepared By: Peter Souza, Town Manager (on behalf of Councilor Black-Burke) 

Subject: Resolution declaring racism as a Public Health Crisis

Background

Councilor Black-Burke has asked that the Town Council consider approving a resolution that states racism is a public health crisis in that racism and segregation over time has created disparate outcomes in health as well as in many other areas such as housing, education, employment and criminal injustice. Proponents of the resolution assert that the impacts of racism and purposeful disinvestment in the social and economic well-being of people of color has resulted in disproportionately higher cortisol levels, higher rates of chronic stress, lower infant birth rates and higher rates of COVID-19 infection and death.

Discussion/Analysis

The attached resolution includes the following policy statements or objectives:

- Assert that racism is a public health crisis affecting our town and all of Connecticut;
- Work to progress as an equity and justice-oriented organization, by continuing to identify specific activities to enhance diversity and to ensure antiracism principles across our leadership, staffing and contracting;
- Promote equity through all policies approved by the Town Council and enhance educational efforts aimed at understanding, addressing and dismantling racism and how it affects the delivery of human and social services, economic development and public safety;
- Improve the quality of the data our town collects and the analysis of that data. It is not enough to assume that an initiative is producing its intended outcome, qualitative and quantitative data should be used to assess inequities in impact and continuously improve;
- Continue to advocate locally for relevant policies that improve health in communities of color, and support local, state, regional, and federal initiatives that advance efforts to dismantle systemic racism;
- Further work to solidify alliances and partnerships with other organizations that are confronting racism and encourage other local, state, regional, and national entities to recognize racism as a public health crisis;
- Support community efforts to amplify issues of racism and engage actively and authentically with communities of color wherever they live; and
- Identify clear goals and objectives, including periodic reports to the Town Council, to assess progress and capitalize on opportunities to further advance racial equity.

Financial Impact

None

Other Board Action

None

Recommendations

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

“MOVE, to approve to the attached resolution entitled “A Resolution Declaring Racism as a Public Health Crisis.”

Attachments

Proposed Resolution

WINDSOR TOWN COUNCIL

RESOLUTION

WHEREAS, racism is a social system with multiple dimensions: individual racism that is interpersonal and/or internalized or systemic racism that is institutional or structural, and is a system of structuring opportunity and assigning value based on the social interpretation of how one looks;

WHEREAS race is a social construct with no biological basis;

WHEREAS racism unfairly disadvantages specific individuals and communities, while unfairly giving advantages to other individuals and communities, and saps the strength of the whole society through the waste of human resources;

WHEREAS racism is a root cause of poverty and constricts economic mobility;

WHEREAS racism causes persistent discrimination and disparate outcomes in many areas of life, including housing, education, employment, and criminal justice, and is itself a social determinant of health;

WHEREAS racism and segregation have exacerbated a health divide resulting in people of color in Connecticut bearing a disproportionate burden of illness and mortality including COVID-19 infection and death, heart disease, diabetes, and infant mortality;

WHEREAS Black, Native American, Asian and Latino residents are more likely to experience poor health outcomes as a consequence of inequities in economic stability, education, physical environment, food, and access to health care and these inequities are, themselves, a result of racism;

WHEREAS more than 100 studies have linked racism to worse health outcomes; and

WHEREAS the collective prosperity and wellbeing of Windsor depends upon equitable access to opportunity for every resident regardless of the color of their skin:

Now, therefore, be it *Resolved*, that the Windsor Town Council

- (1) Assert that racism is a public health crisis affecting our town and all of Connecticut;
- (2) Work to progress as an equity and justice-oriented organization, by continuing to identify specific activities to enhance diversity and to ensure antiracism principles across our leadership, staffing and contracting;
- (3) Promote equity through all policies approved by the Town Council and enhance educational efforts aimed at understanding, addressing and dismantling racism and how it affects the delivery of human and social services, economic development and public safety;


- (4) Improve the quality of the data our town collects and the analysis of that data—it is not enough to assume that an initiative is producing its intended outcome, qualitative and quantitative data should be used to assess inequities in impact and continuously improve;
- (5) Continue to advocate locally for relevant policies that improve health in communities of color, and support local, state, regional, and federal initiatives that advance efforts to dismantle systemic racism;
- (6) Further work to solidify alliances and partnerships with other organizations that are confronting racism and encourage other local, state, regional, and national entities to recognize racism as a public health crisis;
- (7) Support community efforts to amplify issues of racism and engage actively and authentically with communities of color wherever they live; and
- (8) Identify clear goals and objectives, including periodic reports to the Town Council, to assess progress and capitalize on opportunities to further advance racial equity.

Agenda Item Summary

Date: June 15, 2020

To: Honorable Mayor and Members of the Town Council

Prepared By: Laura Casey, Child Development Manager

Reviewed By: Peter Souza, Town Manager 

Subject: Additional Child Development Funding Request FY 20

Background

The FY 20 adopted budget for the Child Development Fund anticipated a loss of \$74,150. Based on current projections and taking into consideration COVID-19, we estimate the loss to be \$260,650. Therefore we are requesting an appropriation of \$186,500 to cover the loss above what was expected for FY 20.

Discussion/Analysis

COVID-19 had a significant impact on the operations of the Child Development Enterprise Fund. Revenues which were budgeted at \$1,123,710 and are now projected to be \$819,160, a loss of \$304,550. The loss is due to the closure of the facility in mid-March with an anticipated opening date of June 15 for some of the programs. The expenses budgeted at \$1,197,860 are now projected to be \$1,078,810 as a result of trying to mitigate the revenue loss as much as possible. The cost containment measures of \$118,050 were achieved through the furlough of staff, utility savings, bus service savings, as well as supply savings due to the facility closure.

It is projected that the retained earnings balance will be \$141,000 as of June 30, 2020. Therefore at this time, we are requesting a transfer of funding due to the COVID-19 pandemic. It is recommended that the transfer of \$187,000 be made from the General Fund Unassigned Fund Balance. This would provide a projected retained earning balance of approximately \$328,000 as of the end of FY 2020.

We are planning on re-opening on June 15, 2020 for returning children then on June 22, 2020 summer programs will commence. The summer program will be adapted to conform with newly released guidelines from the Office of Early Childhood Development and will operate at 50% or less depending on parents' willingness to return. Our staffing will be contingent on the new licensing regulations due to COVID-19 and the numbers of children in attendance.

We are working on building enrollment for the 2020-2021 school year while navigating through the challenges of new OEC guidelines. Understandably, concern among parents remains high, presenting a challenge to accurately project fall enrollment numbers. However, we are confident we will still be able to provide the quality program the community has come to expect once we get back into the day to day operations.

Other Board Action

The Finance Committee met on June 8, 2020 and recommended that the Town Council approve a transfer of \$187,000 from the General Fund Unassigned Fund Balance to cover the anticipated FY 20 additional operating loss due to the impact of the COVID-19 pandemic.

Recommendations

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

“MOVE that a transfer of \$187,000 be approved from the General Fund Unassigned Fund Balance to cover the anticipated FY 20 additional operating loss due to the impact of the COVID-19 pandemic.”

Attachments

Child Development FY 20 year end projections

**TOWN OF WINDSOR
CHILD DEVELOPMENT ENTERPRISE FUND
STATEMENT OF REVENUES AND EXPENSES**


	FY 2019 Actual	FY 2020 - Adopted Budget	FY 2020 Monthly Average ~ Adopted budget divided by 12 ~	FY 2020 Year End Projections												FY20 Projection vs FY20 Adopted Budget	
				Jul-19 Actual	Aug-19 Actual	Sep-19 Actual	Oct-19 Actual	Nov-19 Actuals	Dec-19 Actuals	Jan-20 Actuals	Feb-20 Actuals	Mar-20 Actuals	Apr-20 Actuals	May-20 Projection	Jun-20 Projection		Total FY 20 YTD
Operating Revenue:																	
Charges For Services	1,110,238	1,114,190	92,849	92,227	94,132	93,216	89,041	89,844	90,213	93,036	93,168	51,282	-	1,400	16,001	803,560	(310,630)
Other Revenues	823	5,120	427	-	-	1,471	1,400	1,400	1,894	1,705	1,150	550	-	-	-	9,570	4,450
Total Operating Revenue	1,111,061	1,119,310	93,276	92,227	94,132	94,687	90,441	91,244	92,107	94,741	94,318	51,832	-	1,400	16,001	813,130	(306,180)
Non-Operating Revenue:																	
Donations	-	-	-	-	-	-	-	-	-	-	-	1,379	-	-	1	1,380	1,380
Interest Income	8,351	4,400	367	487	450	400	297	503	494	522	515	489	312	100	81	4,650	250
Total Non-Operating Revenue	8,351	4,400	367	487	450	400	297	503	494	522	515	1,868	312	100	82	6,030	1,630
Total Revenue	1,119,411	1,123,710	93,643	92,714	94,582	95,087	90,738	91,747	92,601	95,263	94,833	53,700	312	1,500	16,083	819,160	(304,550)
Operating Expenses:																	
Personal Services	897,886	949,520	79,127	85,177	80,246	72,373	77,112	73,912	70,969	79,583	71,311	73,795	73,040	36,500	56,992	851,010	98,510
<i>Payroll Weeks</i>	<i>52.0</i>	<i>52.4</i>		<i>4.6</i>	<i>4.4</i>	<i>4.2</i>	<i>4.6</i>	<i>4.2</i>	<i>4.4</i>	<i>4.6</i>	<i>4.0</i>	<i>4.4</i>	<i>4.4</i>	<i>4.2</i>	<i>4.4</i>	-	
Supplies	18,907	19,600	1,633	180	1,085	2,067	1,527	59	929	1,048	859	582	75	5,600	5,589	19,600	(0)
Services	36,761	56,820	4,735	9,787	4,195	6,246	4,869	3,115	1,478	816	2,820	2,765	1,347	1,500	7,882	46,820	10,000
Marketing Expenses	7,446	8,000	667	-	125	-	2,154	-	500	(500)	-	75	131	250	1,265	4,000	4,000
Maintenance & Repairs	11,105	18,500	1,542	225	830	830	830	830	1,707	1,594	1,083	1,668	1,953	4,000	2,950	18,500	-
Capital Outlay	904	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Energy & Utility	16,340	22,590	1,883	111	244	1,935	578	1,408	1,810	1,554	1,792	1,626	1,315	2,300	2,327	17,000	5,590
Administrative Overhead	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Rent	118,830	118,830	9,903	9,903	9,903	9,903	9,903	9,903	9,903	9,903	9,903	9,903	9,903	9,903	9,897	118,830	-
Other (Bad Debt)	6,905	3,000	250	-	-	-	-	48	-	-	-	-	-	-	3,002	3,050	(50)
Total Operating Expenses	1,115,084	1,196,860	99,738	105,383	96,628	93,354	96,973	89,275	87,296	93,998	87,768	90,414	87,764	60,053	89,904	1,078,810	118,050
Non-Operating Expenses:																	
Depreciation	1,000	1,000	83	83	83	83	83	83	83	83	83	83	83	83	87	1,000	-
Total Non-Operating Expenses	1,000	1,000	83	83	83	83	83	83	83	83	83	83	83	83	87	1,000	-
Total Expenses	1,116,084	1,197,860	99,822	105,466	96,711	93,437	97,056	89,358	87,379	94,081	87,851	90,497	87,847	60,136	89,991	1,079,810	118,050
Annual Income/(Loss)	3,327	(74,150)	(6,179)	(12,752)	(2,129)	1,650	(6,318)	2,389	5,222	1,182	6,982	(36,797)	(87,535)	(58,636)	(73,908)	(260,650)	(186,500)
Net Position (Deficits), Beginning of Year/Month	398,352	343,942		401,679	388,927	386,798	388,448	382,130	384,519	389,741	390,923	397,905	361,108	273,573	214,937		
Net Position (Deficits), End of Year/Month	\$ 401,679	\$ 269,792		\$ 388,927	\$ 386,798	\$ 388,448	\$ 382,130	\$ 384,519	\$ 389,741	\$ 390,923	\$ 397,905	\$ 361,108	\$ 273,573	\$ 214,937	\$ 141,029		
Subtract capital assets in Net Position	(7,000)	(6,000)							(6,000)						(6,000)		
Unrestricted Net Position (Deficits)	\$ 394,679	\$ 263,792							\$ 383,741					\$ 135,029			

Agenda Item Summary

Date: June 15, 2020

To: Honorable Mayor and Members of the Town Council

Prepared by: Jim Bourke, Finance Director

Reviewed by: Peter Souza, Town Manager 

Subject: Approval of FY 20 Year-End General Fund Encumbrances

Background

Below are FY 20 year-end encumbrances as of June 8, 2020. 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.

Discussion/Analysis

There are thirteen FY 20 General Fund open purchase orders as of June 8, 2020 totaling \$485,737 that are expected to be encumbered. They are as follows:

Town of Windsor FY 20 Year-End General Fund Open Purchase Orders As of June 8, 2020				
Department	P.O. #	Vendor Name	Product / Service Description	Open Amount
Administrative Services - Financial Accounting & Reporting/Human Resources				
Other Capital Equipment	20233	Tyler Technologies, Inc.	Munis Employee Self Service Module	\$13,650
Administrative Services - Human Resources				
Recruitment & Training	20316	The Bolder Company, Inc.	Leadership and Supervisory Training	\$13,100
Administrative Services - Human Resources				
Recruitment & Training	20321	World Institute of Leadership	Employee Sexual Harassment Training	\$9,000
Administrative Services - Human Resources/TMO				
Contractual Services	20324	GP Strategies Corporation	Employee Engagement Survey	\$31,000
Administrative Services - Human Resources				
Contractual Services	20070	Unemployment Administrator	FY 20 Connecticut Unemployment	\$68,000
Public Works & Engineering - Equipment Repair				
Vehicles	20291	Gabrielli Truck Sales of CT	Volvo 6 Wheel Dump Truck	\$200,280
Public Works & Engineering - Design Services				
Contractual Services	20251	BSC Group - Connecticut, Inc.	Amazon Development Project Review (stormwater, traffic, geotechnical)	\$4,600
Safety Services - Police Department				
Vehicles	20126	MHQ Municipal Headquarters	2020 Ford Utility Police Vehicle	\$33,021
Safety Services - Police Department				
Other Capital Equipment	20317	Motorola Solutions, Inc.	PSAP Voice Recorder	\$64,000
Safety Services - Police Department				
Other Capital Equipment	20326	CDW Government, Inc.	CISCO Transceiver Module 16 GB Fibre Channel	\$5,158
Safety Services - Police Department				
Other Capital Equipment	20330	Dell Marketing, L.P.	Host Server for the Police Department	\$8,700
Safety Services - Fire and Rescue Services				
Other Capital Equipment	20280	Utility Communications, Inc.	Access Control Replacement for Fire Department Buildings	\$26,728
Safety Services - Fire and Rescue Services				
Contractual Services	20117	Fail Safe Testing, LLC	Supply Line and Attack Hose Testing	\$8,500
General Fund Total				\$485,737

Other Board Action

The Finance Committee met on June 8, 2020 and recommended that the Town Council approve the FY 20 General Fund open purchase orders as of June 8, 2020 until October 19, 2020.

Recommendations

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

“MOVE that the FY 20 General Fund open purchase orders as of June 8, 2020 be approved until October 19, 2020.”

Attachment


None

Agenda Item Summary

Date: June 15, 2020

To: Honorable Mayor and Members of the Town Council

Prepared By: Jim Bourke, Finance Director

Reviewed By: Peter Souza, Town Manager 

Subject: Approval of FY 20 Year-End Transfers

Background

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, we are requesting the Town Council to approve the transfer of funds to service units that have gone over the adopted budget by more than \$5,000.

Discussion/Analysis

There are two service units, Administrative Services and Health Services that are projected to go over budget by amounts greater than \$5,000 for FY 20.

Administrative Services is projected to be over budget by \$120,000, which brings the FY 20 General Fund funding to the service unit to \$2,523,970 versus the adopted budget of \$2,403,970. This overage is due to anticipated unemployment costs for furloughed employees due to COVID-19, and technology purchases and upgrades related to improving network reliability, remote work capabilities, and data storage.

Health Services is projected to be over budget by \$11,000, which brings the FY 20 General Fund funding to the service unit to \$519,150 versus the adopted budget of \$508,150. This is due to projected expenses for contact tracing functions related to COVID-19.

It is recommended that a transfer of \$131,000 be made from the FY 20 Safety Services budget for these two items, as this budget is projected to have a \$230,000 year-end surplus.

At this time, there are no service units that are projected to need a year-end transfer by the Finance Director, however, authorization to do so is requested in the event a transfer is needed at year end.

Other Board Action

The Finance Committee met on June 8, 2020 and recommended that the Town Council approve a) 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 and b) approve a transfer of \$131,000 from Safety Services, of which \$120,000 will be transferred to Administrative Services and \$11,000 be transferred to Health Services to fund the projected year end deficits in those service units.

Recommendations

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

A) Finance Director Year End Transfer Authority

“MOVE 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.”

B) Year End Transfers

“MOVE to transfer \$131,000 from Safety Services, of which \$120,000 will be transferred to Administrative Services and \$11,000 will be transferred to Health Services, to fund the projected year end deficits in those service units.”


Attachments

None

Agenda Item Summary

Date: June 15, 2020

To: Honorable Mayor and Members of the Town Council

Prepared By: Peter Souza, Town Manager 

Subject: Capital Improvement Program for FY 2021-2026

Background

The town's six year Capital Improvement Program (CIP) provides a means for coordinating and prioritizing the capital project requests of various departments and agencies. FY 2021-2026 includes project descriptions and projected costs by fiscal year.

Discussion/Analysis

The 6-year CIP provides a means for coordinating and prioritizing the capital project requests of various departments and agencies. The information that the CIP provides regarding the short-term and long-term financial impacts of undertaking projects enables policy makers to balance town priorities with the town's financial capability to pay for desired projects.

Historically, Windsor has adhered to recommended best practices in order to maintain a debt burden that is in line with available resources. Windsor holds its total debt service requirement to within 8% of total operating expenditures. This is consistent with recommendations from bond rating agencies that debt service be held to within 5% to 15% of the total operating budget. In recent years, borrowing has been structured to allow for the relatively quick retirement of outstanding debt.

Below are a few highlights of the proposed CIP:

- The proposed CIP forecasts \$42.9 million in bonding authorization. The 6-year CIP cycle includes two projects that would require voter approval due to estimated costs. These projects are
 - Town Facility Improvements – Outdoor Pool Facilities
 - BOE – Windsor High School – Heating and Ventilation System Replacement
- The CIP includes approximately \$8.3 million for street resurfacing, pavement reclamation, milling, curb replacement, minor drainage improvements and other pavement repair work. In addition, the 6 year period includes major street reconstruction or rehabilitation projects at an estimated cost of \$13.4 million. Of the total \$21.7 million included for the asset management of town roadways, \$6.7 million is planned to come from state and/or federal funding sources.
- Projected debt service ratios based on a five-year financial forecast, inclusive of all projects requiring voter referendum, are not projected to exceed the 8% policy goal in any year of the proposed CIP.
- The proposed CIP identifies \$17.4 million in cash-funded projects. The sources for cash funding projects are primarily appropriations from the annual General Fund as well as requests for monies from the Capital Projects Fund Assigned Fund balance and the General Fund Unassigned Fund Balance. The Capital Projects Fund source fluctuates from year to year as that fund is comprised of closed out balances from completed projects.

- Outdoor Pool Facilities projects (Goslee and Welch) have the design phase in FY 21 and construction phase in FY 23. Renovations to Veterans Pool is currently unscheduled. These projects may require voter referendum depending on the scope of work and phasing approach.
- An annual General Fund appropriation of \$500,000 is proposed to be dedicated to Public Safety projects to reduce long-term borrowing. Projects include replacement of fire apparatus and fire station HVAC system replacements.
- Several large projects at Sage Park Middle School totaling \$7.2 million are incorporated over the 6 year period. Projects range from roof replacement, heating and mechanical equipment replacements to the installation of air-conditioning systems.

Financial Impact

The debt service ratios are inclusive of the voter approved Public Safety Complex project and the town-wide radio system, as well as the other potential referendum projects in the CIP. The financing assumptions used to calculate the debt service ratios include a combination of both long-term general obligation bonds and short-term notes. As a result of this, the debt service ratios are projected to not exceed the 8% policy goal in any year of the CIP.

Other Board Action

The Capital Improvements Committee completed their review of the proposed CIP on May 28th. The Committee voted to recommend that the proposed FY 2021-2026 CIP be approved with the suggestion that Fire Station Vehicle Exhaust System project, if possible, be moved from FY 22 to FY 21.

Recommendations

It is recommended that the proposed CIP be referred to the Town Improvements Committee for review prior to final consideration by the Town Council.

Attachments

6-Year CIP Schedule and Unscheduled Projects List

Draft FY 2021-2026 Capital Improvement Program online at:

<http://townofwindsorct.com/finance/documents/2021-2026-cip-draft/>

Draft Capital Improvement Program

Project Name	Estimated Project Cost	General Fund	New Bonding Authorization	State & Federal Aid	Enterprise Funds	Other Sources	Changes from FY20 Adopted CIP
FY 2021							
Pavement Management Program	1,030,000	850,000		180,000			Lowered State/Fed Aid from \$184k to \$180k & GF Adj. Accordingly
Sidewalk and Curb Replacement Program	150,000	150,000					
Fleet and Public Works Equipment Replacement	680,000	680,000					
Pavement Resurfacing at Town Facilities & Schools	240,000		240,000				funding in odd years
Landfill Leachate Management	1,406,100				1,406,100		
Wilson Route 159 Corridor Enhancement Program (Phase I)	1,006,300			1,006,300			moved from FY20
Day Hill Road Ped. Circulation Enhancements (Marshall Phelps to Orange Way)	287,500		270,000			17,500 ¹	moved from FY20
Town Facility Improvements - DPW Fuel Station Improvements (Design)	75,400					75,400 ²	NEW - Construction Req'd by FY23
Town Facility Improvements - Milo Peck HVAC, Electrical & Energy Improvements (Design & Construction)	2,325,000		2,255,000			70,000 ¹	Includes FY20 Design
Town Facility Improvements - Luddy House and Carriage House Windows and Doors Replacement	165,000		165,000				
Town Facility Improvements - Poquonock Fire Station Roof Replacement (Construction)	300,000	300,000					Construction Cost Updated
Town Facility Improvements - Wilson Fire Station HVAC Replacement (Construction)	505,000		505,000				Construction Cost Updated
Town Facility Improvements - Data Centers Storage	120,100					120,100 ¹	*Should be scheduled by Dec. 2021
Poquonock Fire Station - Engine 7 Replacement	905,000	200,000	705,000				NEW - Replaces Engine 22 Replacement (Completed in FY20)
Firehouse Vehicle Exhaust Systems	150,000		150,000				NEW PROJECT
Broad Street Signal Modifications and "Road Diet" (Design) Phase II	150,000	150,000					
Town Facility Improvements - Outdoor Pool Improvements (Welch and Goslee Facility Designs)	200,000		200,000				
Athletic Field Improvements - Sage Park Middle School West Field Improvements (Design)	92,800					92,800 ¹	Added 4% Inflation
BOE - Sage Park Middle School - Roof Repairs and Partial Roof Replacement	2,180,000		1,205,000	985,000			Moved from FY20 due to State review delay
BOE - Technology Equipment Upgrades	80,000	80,000					
BOE - Sage Park Middle School - Alternative Energy and Efficiencies Upgrades (Construction - Phase 1)	2,705,000		2,705,000				AC 2nd Floor, Replacement Elec. Service, HazMat abatement
Subtotal FY 2021	14,763,200	2,410,000	8,400,000	2,171,300	1,406,100	375,800	
FY 2021 Projects Anticipated to Require Voter Approval							
None	-	-	-	-	-	-	
Subtotal FY 2021	-	-	-	-	-	-	
GRAND TOTAL FY 2021	14,763,200	2,410,000	8,400,000	2,171,300	1,406,100	375,800	

¹ Capital Projects Fund Assigned Balance (Total = \$300,400)

² General Fund Unassigned (Total = \$75,400)

Draft Capital Improvement Program

Project Name	Estimated Project Cost	General Fund	New Bonding Authorization	State & Federal Aid	Enterprise Funds	Other Sources	Changes from FY20 Adopted CIP
<u>FY 2022</u>							
Pavement Management Program	1,085,000	905,000		180,000			Lowered State/Fed Aid from \$184k to \$180k & GF Adj. Accordingly
Sidewalk and Curb Replacement Program	160,000	160,000					
Stormwater Management Improvements	269,000		269,000				
Fleet and Public Works Equipment Replacement	735,000	735,000					
Tree Replacement Program	30,000					30,000	¹
Historic Monument and Ancient Cemetery Preservation	50,000					50,000	¹
Town Facility Improvements - DPW Fuel Station Improvements (Construction)	753,400		753,400				NEW PROJECT - Const. Req'd by FY23
Wilson Route 159 Corridor Enhancement Program (Phase II)	1,049,800			1,049,800			Moved from FY21
Day Hill Road Ped. Circulation Enhancements (Marshall Phelps to Helmsford Way, Design)	23,400					23,400	Moved from FY20, Design Only
River Street Roadway Rehabilitation (Poquonock to Old River, Design)	58,440					58,440	Moved from FY21
Pigeon Hill Road Rehabilitation (Lamberton Rd to Addison Rd, Design)	51,600					51,600	2020 LOTCIP Project - Reconstruction
Athletic Field Improvements - Sage Park Middle School West Field Improvements (Construction)	1,734,200		1,734,200				
Public Safety Equipment Fund	500,000	500,000					
BOE - Technology Equipment Upgrades	100,000	100,000					
BOE - Sage Park Middle School - Alternative Energy and Efficiencies Upgrades (Construction - Phase 2)	2,110,000		2,110,000				Top unit replacement, ERV's, Gym Air Handlers, HazMat abatment
BOE - Clover Street School - ADA Code and Restroom Renovations (Design)	121,300	121,300					
BOE - Clover Street School - Roof Replacement (Design)	45,500					45,500	Design includes full roof replacement, construction scheduled FY26
Subtotal FY 2022	8,876,640	2,521,300	4,866,600	1,229,800	-	258,940	
<u>FY 2022 Projects Anticipated to Require Voter Approval</u>							
None	-	-	-	-	-	-	
Subtotal FY 2022	-	-	-	-	-	-	
GRAND TOTAL FY 2022	8,876,640	2,521,300	4,866,600	1,229,800	-	258,940	

¹ Capital Projects Fund Assigned Fund Balance (Total = \$258,940)

Draft Capital Improvement Program

Project Name	Estimated Project Cost	General Fund	New Bonding Authorization	State & Federal Aid	Enterprise Funds	Other Sources	Changes from FY20 Adopted CIP
<u>FY 2023</u>							
Pavement Management Program	1,085,000	905,000		180,000			Lowered State/Fed Aid from \$184k to \$180k & GF Adj. Accordingly
Sidewalk and Curb Replacement Program	175,000	175,000					
Stormwater Management Improvements	274,100		274,100				
Fleet and Public Works Equipment Replacement	735,000	735,000					
Pavement Resurfacing at Town Facilities & Schools	260,000		260,000				funding in odd years
Pigeon Hill Road Rehabilitation (Lamberton to Addison Rd, Construction)	665,000		665,000				2020 LOTCIP Project - Reconstruction
River Street Roadway Rehabilitation (Poquonock to Old River, Construction)	642,080		642,080				Moved from FY22
Day Hill Road Capacity Improvements - Lane Widening from Addison Road to I-91 (Design)	450,000		450,000				construction remains unscheduled
Day Hill Road Pedestrian Circulation Enhancements (Marshall Phelps to Helmsford, Construction)	261,000		261,000				Moved from FY22, Construction
Broad Street Road Diet (Construction)	4,592,400			4,592,400			Moved from FY22
Town Facility Improvements - LP Wilson Boiler Replacement (Design)	202,600	99,700				102,900 ¹	GF to fund additional design estimate
Palisado Avenue Corridor Improvements and Wall Repairs (Design)	135,000	135,000					Design, Construction remains unscheduled
Athletic Field Master Plan Implementation - Sharshon Park Improvements (Design)	115,000		115,000				Construction FY25
Town Facility Improvements - NW Park Parking Lot Renovations	192,300					192,300 ¹	Design and Construction
Wilson Fire Station - Replace Brush Truck	208,000	208,000					
Public Safety Equipment Fund	292,000	292,000					
BOE - Technology Equipment Upgrades	105,000	105,000					
BOE - Sage Park Middle School - Alternative Energy and Efficiencies Upgrades (Construction - Phase 3)	2,195,000		2,195,000				Boilers/pumps, unit ventilators, unit heaters, DCC controls, HazMat
Subtotal FY 2023	12,584,480	2,654,700	4,862,180	4,772,400	-	295,200	
<u>FY 2023 Projects Anticipated to Require Voter Approval</u>							
Town Facility Improvements - Outdoor Pool Improvements (Welch and Goslee Facility Renovations, Const.)	3,645,000	-	3,645,000	-	-	-	
Subtotal FY 2023	3,645,000	-	3,645,000	-	-	-	
GRAND TOTAL FY 2023	16,229,480	2,654,700	8,507,180	4,772,400	-	295,200	

¹ Capital Projects Fund Assigned Fund Balance (Total = \$295,200)

Draft Capital Improvement Program

Project Name	Estimated Project Cost	General Fund	New Bonding Authorization	State & Federal Aid	Enterprise Funds	Other Sources	Changes from FY20 Adopted CIP
FY 2024							
Pavement Management Program	1,105,000	925,000		180,000			Lowered State/Fed Aid from \$184k to \$180k & GF Adj. Accordingly
Sidewalk and Curb Replacement Program	180,000	180,000					
Stormwater Management Improvements	324,000		324,000				
Fleet and Public Works Equipment Replacement	750,000	750,000					
Tree Replacement Program	35,000					35,000	
Construct Sidewalks - Local Roads Within 1 Mile of School	162,000		162,000				Moved from odd years to even years starting FY24
Historic Monument and Ancient Cemetery Preservation	100,000					100,000	
Day Hill Road Ped. Circulation Enhancements (Old Day Hill Road, Design)	26,000					26,000	
Street Reconstruction - Basswood Road (Design)	210,000		210,000				
Street Rehabilitation - International Drive (Design)	82,000	82,000					2020 LOTCIP Project - Rehab, Design
Town Facility Improvements - LP Wilson Boiler Replacement (Construction)	2,132,800		2,132,800				Replacement air handlers and air conditioning to south end added
Town Facility Improvements - 330 Windsor Ave. - Energy Recovery Improvements (Design)	28,100					28,100	
Athletic Field Improvements - Clover Street School Field Improvements (Design)	77,000		77,000				Construction moved to unscheduled
Athletic Field Improvements - O'Brien Field Turf Replacement (Design)	65,000					65,000	NEW, Construction FY25 (Req'd based on warranty)
Public Safety Equipment Fund - Replace Engine 1	996,000	500,000				496,000	
BOE - Technology Equipment Upgrades	105,000	105,000					
BOE - Clover Street School - ADA Code and Restroom Renovations (Construction)	1,363,200		1,363,200				Cost Increase - \$30k
BOE - Windsor High School - HVAC Systems Replacement (Design)	280,800		214,300			66,500	Replaces HVAC Roof Top Replacement, Includes Boilers
BOE - L.P. Wilson - ADA Code and Restroom Renovations (Design)	44,500					44,500	Construction Scheduled FY26
Subtotal FY 2024	8,066,400	2,542,000	4,483,300	180,000	-	861,100	
FY 2024 Projects Anticipated to Require Voter Approval							
None	-	-	-	-	-	-	
Subtotal FY 2024	-	-	-	-	-	-	
GRAND TOTAL FY 2024	8,066,400	2,542,000	4,483,300	180,000	-	861,100	

¹ Capital Projects Fund Assigned Fund Balance (Total = \$265,100)
² General Fund Unassigned Fund Balance (Total = \$100,000)
³ Public Safety Equipment Fund (Total = \$496,000)

Draft Capital Improvement Program

Project Name	Estimated Project Cost	General Fund	New Bonding Authorization	State & Federal Aid	Enterprise Funds	Other Sources	Changes from FY20 Adopted CIP
<u>FY 2025</u>							
Pavement Management Program	1,105,000	925,000		180,000			Lowered State/Fed Aid from \$184k to \$180k & GF Adj. Accordingly
Sidewalk and Curb Replacement Program	200,000	200,000					
Fleet and Public Works Equipment Replacement	750,000	750,000					
Pavement Resurfacing at Town Facilities & Schools	280,000		280,000				
Town Facility Improvements - 330 Windsor Ave. - Energy Recovery Improvements (Construction)	325,000		325,000				NEW, Construction
Town Hall Roof Replacement Project (Design)	29,300					29,300	NEW, Design
Day Hill Road Ped. Circulation Enhancements (Old Day Hill Road, Construction)	280,000		280,000				
Street Rehabilitation - International Drive (Construction)	1,055,000		1,055,000				2020 LOTCIP Project - Rehab, Contruction
Street Reconstruction - Basswood Road (Construction)	2,143,300		2,143,300				
Construct Sidewalks - Arterial Roads	63,000					63,000	Moved Construction to unscheduled
River Street - Repair Culvert and Stream Bed (Design)	76,400	26,400				50,000	Design, Land and Right-of-Way
Athletic Field Master Plan - Sharshon Park Improvements	635,000		635,000				
Athletic Field Improvement - O'Brien Field Turf Replacement (Construction)	1,479,100		1,479,100				Moved from Unscheduled (Req'd based on warranty)
Public Safety Fund - Wilson Firehouse Interior Renovations and Roof Replacement	280,000	280,000					
Public Safety Fund - FD Utility / Mobile Cascade Vehicle Replacement	220,000	220,000					
BOE - Technology Equipment Upgrades	110,000	110,000					
BOE - Windsor High School Fieldhouse Renovation (Design)	63,000					63,000	
Subtotal FY 2025	9,094,100	2,511,400	6,197,400	180,000	-	205,300	
<u>FY 2025 Projects Anticipated to Require Voter Approval</u>							
BOE - Windsor High School HVAC Systems Replacement (Construction)	4,435,000	-	4,435,000	-	-	-	Replaces HVAC Roof Top Replacement, Construction
Subtotal FY 2025	4,435,000	-	4,435,000	-	-	-	
GRAND TOTAL FY 2025	13,529,100	2,511,400	10,632,400	180,000	-	205,300	

¹ Capital Projects Fund Assigned Fund Balance (Total = \$205,300)

Draft Capital Improvement Program

Project Name	Estimated Project Cost	General Fund	New Bonding Authorization	State & Federal Aid	Enterprise Funds	Other Sources	Changes from FY20 Adopted CIP
FY 2026							
Pavement Management Program	1,110,000	930,000		180,000			Lowered State/Fed Aid from \$184k to \$180k & GF Adj. Accordingly
Sidewalk and Curb Replacement Program	200,000	200,000					
Fleet and Public Works Equipment Replacement	775,000	775,000					
Public Safety Equipment - Ladder Truck 1 Replacement	1,406,000	500,000	790,000			116,000	²
Tree Replacement Program	40,000					40,000	¹
Town Hall Roof Replacement (Construction)	555,000		555,000				
River Street - Repair Culvert and Stream Bed (Construction)	687,900		687,900				Design FY25 (other sources)
BOE - Technology Equipment Upgrades	110,000	110,000					
BOE - Clover Street Roof Replacement (Construction)	2,306,600		2,306,600				Design FY22
BOE - L.P. Wilson - ADA Code and Restroom Renovations (Construction)	879,800		879,800				
BOE - Windsor High School Fieldhouse Renovation (Construction)	960,000		960,000				
Subtotal FY 2025	9,030,300	2,515,000	6,179,300	180,000	-	156,000	
FY 2026 Projects Anticipated to Require Voter Approval							
None	-	-	-	-	-	-	
Subtotal FY 2025	-	-	-	-	-	-	
GRAND TOTAL FY 2025	9,030,300	2,515,000	6,179,300	180,000	-	156,000	
¹ Capital Projects Fund Assigned Fund Balance (Total = \$40,000)							
² Public Safety Equipment Fund (\$116,000)							
Total CIP Program	70,495,120	15,154,400	43,068,780	8,713,500	1,406,100	2,152,340	

List of Unscheduled Projects FY21 - FY26 CIP

	<u>Estimated Cost*</u>		<u>Estimated Cost*</u>
Road Reconstruction/Transportation System Projects		Pavement Management	
Archer Road Safety Improvements	682,900	Ongoing	-
Audible Pedestrian Crosswalk Signals	31,200		-
Baker Hollow Road - Street Reconstruction	1,626,500	Subtotal	-
Construct Sidewalks Along Arterial Roads	4,766,300		
Construct Sidewalks Along Collector Roads	4,829,300	Public Safety	
Construct Sidewalks Within 1 Mile of Schools	27,158,600	Additional Fire Hydrants	965,400
Day Hill Road Capacity Improvements - Lane Widening from Addison Rd to I-91 (Const.)	4,420,500	Poquonock Fire Station - Rescue Pumper 8 Replacement	989,200
Day Hill Road Capacity - Right Turn Lanes	281,900	Subtotal	1,954,600
Day Hill Road/Blue Hills Ave. Extension Roundabout Construction	4,276,900		
Intersection Improvements at Capen Street and Sage Park Road	655,100	Park Improvements	
Palisado Avenue Corridor Improvements and Wall Repair (Construction)	1,889,400	Athletic Field Improvements - Clover Street School	500,200
Pedestrian Bridge Over Railroad Tracks - Windsor Center	3,308,000	Athletic Field Improvements - Fitch Park	534,700
Pond Road/Indian Hill Road - Street Reconstruction	2,376,600	Athletic Field Improvements - Northwest Park	247,900
Rainbow Road - Street Reconstruction	4,479,900	Athletic Field Improvements - Welch Park	188,100
River Street Roadway Rehabilitation (Kennedy Rd to Old River St)	886,900	Northwest Park Activity Pavilion	283,500
Route 305 Corridor Improvements	8,442,400	Outdoor Pool Facilities Improvements	3,584,000
Sidewalk Installation - Poquonock Avenue (Marshall St to Tiffany Dr)	243,300	Parks Improvements - Master Plan	55,000
Traffic Signal at Windsor Avenue and Corey Street	537,000	Riverfront Trail Project - Windsor Center to E. Barber	3,074,000
Subtotal	70,892,700	Subtotal	8,467,400
Community Facilities and Assets		Stormwater Management Improvements	
Town Facility Improvements - Luddy House Fire Protection Installation	83,000	None	-
Town Facility Improvements - LP Wilson Kitchen Renovations	50,000	Subtotal	-
Town Hall Domestic Water Piping Replacement	53,000		
LP Wilson - Window Replacement	60,000	I-91 Ramp Improvements	
Town Hall Stairway Railings	88,000	Ramp Modification at I-91 & Route 75/Day Hill Road	61,156,100
Town Facility Improvements - Chaffee House Roof Replacement	93,500	Subtotal	61,156,100
Freight House Repointing of Brick & Stone Ext. Walls	127,000		
Train Station Boiler Replacement	128,500	Board of Education	
Replacement Emergency Power Generators	132,000	Oliver Ellsworth School - Code Compliance Upgrades	274,100
Silver Birch Pond Improvements	153,000	Poquonock School Roof Replacement Project	1,540,000
Veterans Memorial Cemetery Expansion & Enhancements	154,800	School Emergency Power Generators	152,000
Wilson Branch Library Roof Replacement	165,000	School Windows Replacement	1,001,900
LP Wilson - LED Lighting Conversion	181,712	Windsor High School Roof Replacement Project	6,318,000
LP Wilson - Auditorium Improvements Project	207,000	Subtotal	9,286,000
Windsor Library Roof Replacement	215,000		
Milo Peck Roof Replacement	295,000		
LP Wilson - Gym Air Conditioning Project	430,000		
Town Facility Improvements - Poquonock Fire Station HVAC Replacement	488,500		
Reconstruct Pleasant Street Boat Launch	494,100		
Town Facility Improvements - Milo Peck Restroom Renovations	529,826		
Town Facility Improvements - Roger Wolcott Roof Replacement	1,617,000		
Streetlight Replacement, Energy, and Maint. Cost Reduction Program	3,023,500		
Town Center Parking Garage	14,389,000		
Subtotal	23,158,438		

* Estimate in current dollars; includes 20% contingency and 1.5% bonding costs

**Town Council
Resignations/Appointments/Reappointments
June 15, 2020**

Resignations

None

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

- A. One Democratic Member
Conservation Commission
Five Year Term to expire November 30, 2023 or until a successor is appointed
(Neill Sachdev)

“MOVE to REAPPOINT Neill Sachdev as a Democratic member to the Conservation Commission for a five year term to expire November 30, 2023 or until a successor is appointed. “

- B. One Unaffiliated Member
Library Advisory Board
Three Year Term to expire April 30, 2022 or until a successor is appointed
(Kevin Washington)

“MOVE to REAPPOINT Kevin Washington as an Unaffiliated member to the Library Advisory Board for a three year term to expire April 30, 2022 or until a successor is appointed.”

- C. One Democratic Member
Public Building Commission
Three Year Term to expire November 30, 2022 or until a successor is appointed
(Richard Hazelton)

“MOVE to REAPPOINT Richard Hazelton as a Democratic member to the Public Building Commission for a three year term to expire November 30, 2022 or until a successor is appointed.”

D. One *Unaffiliated Alternate* Member

Zoning Board of Appeals

Two Year Term to expire November 10, 2021 or until a successor is appointed

(Dawn Kirkwood)

“MOVE to REAPPOINT Dawn Kirkwood as an Unaffiliated Alternate member to the Zoning Board of Appeals for a two year term to expire November 10, 2021 or until a successor is appointed.”

Names submitted for consideration of appointment

None

**TOWN OF WINDSOR
TOWN COUNCIL
VIRTUAL MEETING
June 1, 2020
PUBLIC HEARING**

UNAPPROVED MINUTES

1) CALL TO ORDER

The Public Hearing was called to order at 7:27 p.m. by Mayor Trinks.

Present were: Mayor Donald Trinks (technical difficulties), Deputy Mayor McAuliffe, Councilor Nuchette Black-Burke, Peter Souza, Councilor James Dobler, Councilor James Govoni, Councilor Donald Jepsen, Councilor Rampulla Bress, Councilor Len Walker and Councilor Kenneth Wilkos.

Peter Souza read aloud the notice of the public hearing to hear public comment on:

- THE NEIGHBORHOOD ASSISTANCE ACT (NAA) TAX CREDIT PROGRAM

2) PUBLIC COMMENT - None

3) ADJOURNMENT

Mayor Trinks declared the Public Hearing closed at 7:30 p.m.

Respectfully Submitted,

Elizabeth Brisebois
Clerk of the Town Council



**TOWN COUNCIL
VIRTUAL MEETING
JUNE 1, 2020
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 Joe McAuliffe, Councilor Nuchette Black-Burke, Councilor Lisa Rampulla Bress, Councilor James Dobler, Councilor James Govoni, Councilor Donald Jepsen, Councilor Lenworth Walker, and Councilor Kenneth Wilkos

2) PRAYER OR REFLECTION

Councilor Rampulla Bress led the group in prayer/reflection.

Councilor Rampulla Bress had a moment of reflection. She reached out to the community members who are suffering during these difficult times, reflecting on the death of George Floyd. She also reached out to those who have lost loved ones due to COVID 19 and the difficulties faced with social isolation, health problems and loss of jobs or livelihoods.

3) PLEDGE OF ALLEGIANCE

Councilor Rampulla Bress let the group in the Pledge of Allegiance.

4) PROCLAMATIONS AND AWARDS - None

5) PUBLIC COMMUNICATIONS AND PETITIONS

Susan Miller, 10 Ethan Drive, followed up on Councilor Rampulla Bress' opening regarding the killing of George Floyd. Ms. Miller suggested that the town open a listening session to express how people are feeling and to bring the community together during this difficult time. She had one question for the Clean and Sustainable Energy Task Force. While she supports this endeavor, her question was in regard to the proposed mission. Is the expectation to produce a report with numerous suggestions for the Town Council to consider, or should the task force be undertaking the various programs or projects along the way and reporting its progress to the Council. If the goal is for the Task Force to take on those items, she would like a time extension for 12-18 months. It will be a good goal to reduce the use of fossil fuels and emissions, which will help improve the health of the community and lessen severe health conditions.

Meg Harvey, 37 Hobson Avenue, made a statement about the tax abatement for the Amazon project. Ms. Harvey has an opposition of any financial incentive to a one trillion dollar company such as Amazon, especially when Amazon has chosen the specific location to benefit their company. She also expressed her concern for the Town of Windsor and how it could negatively impact the town financially as well as the residents. She would also like to know how Amazon would promise 1,000 jobs to the Windsor community as a priority as well as a net positive.

Donna Grossman, 781 Kennedy Road, seconds Ms. Harvey's opinion regarding the tax abatement and agreed with Ms. Miller's thoughts on the task force. Ms. Grossman would like to emphasize the meaning of sustainability, which includes environmental protection, economic viability, and social equity, which is not addressed in the Task Force.

Eric Weiner, 76 Palisado Avenue, stated that he is against the tax abatement for Amazon, because he feels that Amazon has already made the decision to build and will seemingly do so with or without the approved abatement. The Amazon project and sustainability go together. The Task Force could over time investigate how other municipalities and states have tied together the construction of sustainable facilities into building codes and into tax abatement structures, such as solar energy generating capabilities. He would like to see how the task force responds to this project in order to build the best Windsor, as we approach our 400th anniversary.

Clint Thornton, 85 Farmstead Lane, followed up on the subject of the tax abatement, which he is 90% against. Mr. Thornton would like to know if there were any promises made to secure jobs for Windsor residents and the economic viability of the project. Secondly, Mr. Thornton believes that a project like this is not sustainable for Windsor residents and employees. The abatement may be a small drop in the bucket for Amazon, but for residents it is not. He feels that public property repairs such as roads and certain infrastructures should be focused on first.

6) COMMUNICATIONS FROM COUNCIL MEMBERS

Councilor Dobler shared a moving quote from Michael Jordan in response to George Floyd's death, which expresses pain, anger, and wanting social justice for those suffering in order to see change and to be part of the solution. His goal is to ensure that nothing like this happens in the Town of Windsor. Everyone has to be a part of the solution and work together to ensure justice for all.

Councilor Walker wanted to remind residents to continue to stay safe and whenever possible to support small businesses.

Councilor Govoni would like to know if there is a designated area at the new safety complex for the existing memorial for the police officers and K-9's. Town Manager Souza confirmed that this is built into the plans to have a new monument built as well as maintaining the existing monument for the volunteer firefighters to remain at 330 Bloomfield Avenue, with a new outdoor public space. He will follow-up about the Addison Road location.

Councilor Black-Burke would like to thank all citizens who have spoken this evening. Councilor Black-Burke would also like to reiterate that the Census 2020 is still happening, and encouraged citizens to complete the census in order to secure funding for the town. Regarding the Wilson Redevelopment parcel, citizens have an opportunity to share thoughts with a survey that closes on June 5th via the town website. Councilor Black-Burke closed with a focus on the painful events our country is going through, involving the death of George Floyd and being a black woman with a black family. The loss of life and threats to people of color are simply heartbreaking and senseless. She wants a deeper dialogue in the community to discuss their pain and disturbances that they are facing with racism. Her prayers continue to go out to George Floyd, his family, and others that are involved in this turmoil. Stay safe and be well.

Councilor Wilkos wanted to thank all who have sent out their thoughts for the Amazon project.

Councilor Rampulla Bress would like to thank all the people for reaching out to the Council and expressing their thoughts. Tax bills will be coming soon, and she wants everyone to be aware that there is information on the Windsor town website about state and local tax reductions and benefits offered to qualified Windsor residents. There are also opportunities to lower taxes, as well as the deferment of paying taxes until October. Information regarding that can be found by contacting the town and looking for information in the email sent out. Councilor Rampulla Bress also wants to wish everyone a happy pride month.

Councilor Jepsen would like annual town requirements taken care of such as dog license renewals and the Census 2020.

Deputy Mayor McAuliffe recognized it has been one week since George Floyd's murder and he wants to know how to help as a white man. He would like everyone to think about the privileges they have had in their life and focus on those same privileges that are not given equally, due to racism. Sometimes it is hard to understand your own white privilege, so try to start thinking about it and what it means to those who are struggling during this time.

Mayor Trinks wanted to reiterate the thoughts about the events in Minneapolis that have been spoken by Councilor Rampulla Bress, Councilor Black-Burke and Deputy Mayor McAuliffe. The Town of Windsor took a very big step forward with a unanimous vote to become a diverse and welcoming community a while back and should continue to do this. Addressing Ms. Miller's comment from earlier, he ensured places of worship and other places in town will be holding virtual vigils. Keep an eye out for vigils and memorials to participate in with the town. The Town of Windsor will stay strong and resilient through all of these troubling times.

7) REPORT OF APPOINTED BOARDS AND COMMISSION

Mayor Trinks stated that the Board of Education and Historic District Commission has submitted a written report to the Council, and each Councilor has received a copy.

- a) Board of Education
- b) Historic District Commission

8) TOWN MANAGER'S REPORT

Wilson Redevelopment Survey

Following up with the Town Council's request for further input from neighborhood residents relative to re-use and possible development of the former Wolcott School site and the town-owned parcel on Windsor Avenue often referred to as the 'redevelopment parcel', staff had originally planned to have a public meeting, which was scheduled for May. Due to COVID-19, efforts were re-directed to conduct an on-line survey instead. The survey is currently live and will collect responses from Friday, June 29 until Friday, June 5 at 2 p.m. Marketing efforts were focused on Wilson and Deerfield residents and property owners. The town is reaching these two neighborhoods through the following means: (1) mailing informational postcards to 1,648 addressed, including all homes and businesses in the two neighborhoods; (2) geo-targeting Facebook ads which targets users in Wilson and Deerfield and will run as long as the survey is live; and (3) promotional fliers were posted in neighborhood businesses. The survey and background information on past public participation efforts conducted in the summer of 2019 are found on the town's website at <https://townofwindsorct.com/wilson-survey/>. To help promote survey responses, we are offering several incentive prizes for Wilson and Deerfield residents and property owners.

Project Updates

Windsor High School Tennis Courts

Anticipated construction starts the week of June 8th with substantial completion by August 24th.

Poquonock School project

Anticipated parking lot construction will begin week of June 8th. Substantial completion is expected in late July. Light poles and fixtures will not be installed until the end of August due to a 12 week lead time. The School Business Manager has been in communication with the school PTO representatives relative to playground portion of project.

Deerfield Road Paving Project

The Contractor is mobilizing this week. The replacement of sidewalk ramps, drainage catch basins and road base repairs will take place through early July. Milling and paving is expected to be completed in the latter part of July.

Dog Licenses

June is dog licensing month and dog owners are reminded to purchase a new license by June 30th. By state law, dogs six months of age or older must be licensed annually. All dogs must be vaccinated against rabies and owners must submit a current rabies certificate to the Town Clerk's office when licensing their dog. The license fee for dogs that are neutered or spayed is \$8.00 and the fee for dogs that have not been altered is \$19.00.

We encourage dog owners to use one of our contactless payment options. Dog licenses may be renewed online, by mail, or utilize the secure drop box behind town hall. To learn more about online payments, please visit our website at www.townofwindsorct.com.

For more information call the Town Clerk's office at 860-285-1902.

Windsor Forward – Facility and Program Updates

I'd like to extend my appreciation to all of our residents and customers, for their understanding and patience during the past two months as we have altered the manner in which timely and essential services have been provided. I also thank our employees for stepping up to the plate and developing new ways to continue our services and operations.

We have been spending the last few weeks preparing to move into the next phase of our Windsor Forward plan. This phase will be implemented in phases this month. We strongly encourage residents to continue to utilize the various methods of 'remote' service delivery, be it through on-line dog license renewal, researching land records, or mail-in building permit applications. A wide variety of programs are being offered virtually and will continue over the coming weeks and months.

We are modifying our facilities by installing acrylic separations, rearranging seating to ensure social distancing and placing informational signage and floor markings.

June 8th

- Town Hall will be open to the public during our normal business hours of 8:00 a.m. to 5:00 p.m.
- Recreation and Social Service offices will be open to the public at the LPW Community Center. The LPW center will have in-person programs.

June 22

- Library facilities will reopen to the public. In-person programs will not be offered but many will continue to be offered on-line.
- Evening hours at the Main Library will be modified to:
 - Monday-Thursday – open 10:00 a.m. - 7:00 p.m.
 - Saturday - open 10:00 a.m. 5:00 p.m.
- Wilson Branch Library will have regular summer hours.
 - Monday – open 10:00 a.m. – 7:30 p.m.
 - Tuesday – Friday – open 10:00 a.m. – 5:00 p.m.
 - Saturday – open 10:00 a.m. – 3:00 p.m.

June 29

- Recreation summer camps will be provided in a modified/scaled down fashion.
- Northwest Park educational camps begin.
- Recreation's day camps begin.

First week of July

- Welch and Goslee pools will be open. Swim lessons will be offered but class sizes will be smaller with limited classes.

- Youth Sports camps begin.

Closed Facilities

- The Senior Center will remain closed for in-person programs.
 - Dial-A-Ride services are available on a limited basis.
 - Food and Fuel Assistance continues to be available by appointment by calling 860-285-1839.
- Caring Connection will be closed. It is expected that an opening timeline will be established toward the latter part of the month.
- Discovery Center will be closed. Opening time line will be determined later in June.

Mobile COVID-19 Testing

Charter Oak Health Center will be sponsoring Mobile COVID-19 testing on Tuesday, June 9th at the Windsor Shopping Center at 530 Windsor Avenue from 9:00 a.m. – 4:00 p.m. It will be free with no appointment necessary. All ages 6 months old and up and walk up patients are welcome.

9) REPORTS OF STANDING COMMITTEES

Town Improvements Committee – Councilor Dobler would like to have the next meeting possibly on June 22nd and will look at schedules to set it up from there.

Special Projects Committee – None.

Health & Safety Committee – Councilor Black-Burke had nothing to report other than to try and schedule a meeting before July.

Personnel Committee – Councilor Rampulla Bress said it was a great meeting with the community and they received a lot of input via email on the mission and charge of the proposed task force. The mission statement is not included in the agenda item, but it is available to all councilors. At the next meeting, at the end of June, the Committee will be reviewing applications to the Farmington River Committee. There are several applications for the Committee. If approved this evening, there will be other applications reviewed for the Clean and Sustainability Task Force as well.

Finance Committee – Deputy Mayor McAuliffe said there will be a meeting on June 8th at 5:30 p.m. The committee will be reviewing year end procedures and will be discussing the amazon tax abatement.

10) ORDINANCES - None

11) UNFINISHED BUSINESS

- a) Creation of a committee on sustainability efforts

MOVED by Councilor Rampulla Bress, seconded by Councilor Black-Burke to establish a Citizen Advisory Task Force on Clean and Sustainable Energy and to approve the attached mission statement. The role of the task force is to assist in developing recommendations for the town, and its citizens, on viable and sustainable projects and programs that reduce energy consumption and increase sustainability. Recommendations shall be submitted to the Town Council twelve months after members have been appointed to the Task Force. Citizens interested in serving should complete an on-line application form by June 22, 2020.

Mission Statement

Citizen Advisory Task Force on Clean & Sustainable Energy

5/28/2020

Membership

The Task Force shall consist of seven (7) members who shall be appointed by the Town Council. The Council shall not appoint more than a bare majority of any one party on any board, and in filling a vacancy the appointee shall be chosen from the same political party as the person vacating the office if that person was a member of a political party. This shall not, however, preclude the appointment by the Council of any person who is not a member of any political party.

Terms of members

A membership term shall be for the duration of the Task Force.

Filing vacancies, removing members

The appointing authorities shall fill vacancies in the membership of the Task Force and remove any member for cause. Council appointees shall be removed in the manner provided in Section 6-3 of the Charter. Failure to attend three consecutive meetings shall constitute a cause of removal.

Organization

The Task Force shall select a Chairperson, Vice- Chairperson, and Secretary at its first meeting.

Meetings

Regular meetings shall be held in accordance with the Freedom of Information Act at such time and date as determined by the Committee.

Citizen Advisory Task Force on Clean & Sustainable Energy shall have the following mission and charge.

- 1. Will work with Town Staff to identify sustainability opportunities.*
- 2. The task force shall identify and study viable and feasible sustainability projects and programs to reduce energy consumption and or expenses of the Town and Board of Education.*
- 3. Increase public awareness, education, municipal and community participation in*

sustainability efforts including energy conservation, renewable resources, and other environmentally friendly practices, including past efforts that have been completed.

4. *The Task Force shall provide a report with recommendations to the Town Council and provide any reports as necessary and upon request.*
5. *Shall serve in an advisory capacity and recommendations shall not bind the Town to take any specific action or require that it appropriate funds.*
6. *Such other duties as assigned by Council.*

Councilor Rampulla Bress gave an overview of the item as follows:

On Tuesday, April 28, 2020 the Personnel Committee held discussions regarding the possible mission and purpose of a sustainable / clean energy committee as well as the differences between a standing advisory committee and task force format. The Personnel Committee determined that a citizen volunteer task force appointed by the Town Council would be the route to take in creating this group. Staff presented a draft outline of a possible mission, charge and areas of responsibility for a sustainability/clean energy task force to the Personnel Committee for their review.

On Wednesday, May 27, 2020 the Personnel Committee listened to input from the public regarding this task force. They drafted a final proposed mission or charge for the Town Council's review and consideration (see attached). Highlights of the outline include:

1. Work with town staff to identify energy sustainability opportunities.
2. Identify and study viable and feasible sustainability projects and programs to reduce energy consumption and/or expenses of the Town and Board of Education.
3. Increase public awareness, education, municipal and community participation in sustainability efforts including energy conservation, renewable resources, and other environmentally friendly practices, including past efforts that have been completed.
4. Provide a report with recommendations to the Town Council and provide any reports as necessary and upon request.
5. Serve in an advisory capacity and recommendations shall not bind the town to take any specific action or require that it appropriate funds.
6. Such other duties as assigned by the Town Council.

It is suggested that the Town Council approve the creation of a seven member volunteer Citizen Advisory Task Force on Clean and Sustainable Energy with the charge of reporting back to the Town Council at a date to be set by the Town Council. If approved, the Personnel Committee would begin the process of accepting and reviewing applications from interested residents for final review and approval by the Town Council.

Deputy Mayor McAuliffe asked to amend the seven month time period to an extended period of twelve months. Councilor Bress responded that the seven months could be too short of a time and has no problem with extending it to twelve months, but would like an opinion from other council members as well. Councilor Black-Burke and Councilor Walker responded stating they are also in agreement with the amendment in order to give more time for research.

Deputy Mayor McAuliffe commented on the purpose of the Task Force. He is personally looking for something more than delivering a list of items (also referring to Ms. Miller's comments from earlier) and would like to know what the town has done in order to move forward and fill in the gaps by using the latest and greatest technology. It would be great to get people who have extensive knowledge about the technology as well as with clean and sustainable energy.

Councilor Rampulla Bress commented on the third piece regarding the sustainability option which involved the community, because those items were discussed at the Personnel Committee meeting. It was decided that these suggestions be available to everyone in the community, especially to those who might be economically disadvantaged. This will also be further discussed within the Task Force.

Councilor Jepsen is worried that the Task Force is being pushed to move too fast while dealing with the timing, regarding COVID and the social ramifications happening in Minneapolis. He does not want town staff to be overwhelmed and wants to ensure that there will be a strong start to the Task Force. Town Manager Souza responded with a plan for the Council to establish the Task Force in July or August which would not officially start up until the fall, making it more manageable during this time. Councilor Jepsen followed up with being fine with the projected start of the Task Force as long as members will not be overwhelmed.

Councilor Rampulla Bress wanted to thank Councilor Jepsen for expressing his concerns and questioned if there can be a request for an extension later on if needed. Mayor Trinks has no problem with accepting an extension in the future if needed.

Motion Passed 9-0-0

12) NEW BUSINESS

a) Introduction of a Fixed Assessment Agreement with Amazon

Town Manager Souza stated the project involves the construction of a multi-story, 3.7 million square foot facility. The proposed Windsor site is a 147-acre parcel located at 1201 Kennedy Road just south of the Route 20/Kennedy Road interchange. The estimated cost to construct and equip the facility exceeds \$230 million, including \$200 million for building and site features and \$30 million for machinery and equipment.

The company plans to create 1,000 new jobs at the facility within two years. The estimated annual payroll for Year 2 is \$29.52 million dollars.

The Amazon.com project qualifies for consideration under the town's economic incentive policies as a Significant Fiscal Impact project. The total capital investment in taxable personal property and real property improvements planned by the company exceeds \$230 million. The threshold for a Significant Fiscal Impact Project is \$60 million.

The company's request for a seven-year, 100% abatement as contained in their application is allowed under the town's abatement policy. However, it has been the Town Council's practice not to approve either so long a term or so high an abatement. Recently approved projects have had terms of three to four years and abatements of 50% or less. As a result, the staff and Company have discussed alternative terms for this project. The staff proposal is for a three-year term with a declining abatement schedule (70% in year 1, 50% in year 2 and 30% in year 3.) This provides an average 50% abatement over the term. In lieu of a longer abatement period, a 50% reduction of the upfront building permit fee is proposed. The building permit, with no fee reduction, is estimated to be \$2.6 million.

Mr. Brad Griggs, Senior Manager on the Amazon Economic Development team, discussed the project development on 147 acres on 1201 Kennedy Road and One Joseph Lane in Windsor. Amazon is trying use it as a sports and distribution facility, which will allow them to potentially expand their fulfillment network. It would be an Amazon Robotics Fulfillment Center, which would be 823,000 square feet. Amazon wants to be the world's most customer-focused organization. The building will allow storage for Amazon's products and products would be distributed to various locations in North America. It will cost approximately \$200 million to construct the facility and an additional \$30 million for equipment and robotics. There would be at least 1,000 new employee positions and all employees would start with an hourly rate of fifteen dollars an hour with health benefits, which will be open to Town of Windsor citizens first.

Town Manager Souza had nothing else to add, but to note if the town were to approve an abatement, the construction schedule would be within the town's fiscal year 2023. The three year abatement would expire at the end of fiscal year 2025 and following the expiration of the abatement, the tax revenue is projected to be approximately \$5.4 million on an annual basis.

Deputy Mayor McAuliffe asked how Amazon would ensure that Windsor residents get priority in the hiring and going forward for years. Mr. Griggs answered that Amazon utilizes their own internal staffing groups that partners with the communities who would meet with the Town Council. They will also be coordinating a hiring event to allow Windsor residents to fill available roles.

Deputy Mayor McAuliffe asked what percentage of residents are already working in the current distribution center on Day Hill Road. Mr. Griggs will respond with an answer later on, as he did not have that information at the time.

Councilor Black-Burke asked if Amazon has an office for external relations and if they do how do they interface. Do they connect with the schools? What is the establishment in the community? What is the long range plan? Mr. Griggs responded by explaining the company's initiative to engage with schools and introduce STEAM and STEM educational programs. Learning about robotics and other technologies in the facility is offered to students as well as the Future Engineers program. This program is offered to elementary students all the way up to high school and gives grants and scholarships to participating students. Amazon also works with first responders by fulfilling their needs, especially with the current COVID 19 pandemic. Working

closely with veterans is also part of their community outreach. Engaging with all of those sectors align with their current core principles.

Councilor Black-Burke would like to know if the economic development team or community relations team could quantify what those numbers look like. The community would want to see how Amazon can give back to the residents of Windsor.

Councilor Dobler had no questions, but spoke directly to the Windsor residents about the Amazon project. He does not want to close doors on any firm regardless of who they are. Councilor Dobler would like to find agreeable terms for the Town of Windsor, but if agreeable terms cannot be met, then he has no problem voting against the project. His interest is making the best decision for the town.

Deputy Mayor McAuliffe asked what kind of green technologies will be built into this Amazon building, such as solar energy. Mr. Griggs responded by stating that most facilities are designed with the capability for solar. Given the number of sites, there are ongoing evaluations for each Amazon building to determine whether or not the facility will receive solar. The plan is to install energy efficient equipment within the building.

Councilor Rampulla Bress asked about the 1,000 jobs that will possibly be offered to the local community for the first 5 years. Will there be opportunities to earn more than the projected fifteen dollars an hour rate for residents or an opportunity for career advancement? Mr. Griggs responded that there are significant advancement opportunities available. All employees start at fifteen dollars an hour, but there is a rapid advancement rate to manager opportunities that offer up to \$60,000 annually. Councilor Bress expressed that this is good information to share with the community or to discuss at the next meeting.

Councilor Govoni questioned if there is not an abatement, will Amazon still be coming to this location? How do you decide on locations? Mr. Griggs answered that all projects are considered holistically in order to evaluate competitiveness and to provide customers with low prices and convenience. All projects are evaluated with cost perspective, financial assistance, transportation, location and etc. in mind. All locations are evaluated carefully in order to present this project with a holistic approach.

Councilor Jepsen asked if there should be a committee meeting due to the public's interest in this project. Town Manager Souza stated that there will be an opportunity for the public to view the upcoming Finance Committee meeting just as they would the Town Council meeting on Zoom.

Councilor Walker commented on having no problem with Amazon coming into Windsor to assist with the tax base. Strong companies do just that. He is very impressed with the level of noise testing, but he is not in favor of the 7 year abatement and would like to do more negotiating. Councilor Walker asked since the height will be 5 stories, how will that affect the fire department? Town Manager Souza stated that the Fire Marshall has reviewed the project to see if it will meet

the national and international building codes. The Fire Marshal and fire department did give its sign off on the review process.

Councilor Rampulla Bress concurred with Councilor Walker and Councilor Dobler. She does not agree with the seven year abatement and would like to look at different types of negotiation for the town. As a lifetime union member, she has philosophical concerns about the Amazon company, which she is hoping Mr. Griggs can clarify and dispel in order to share positivity with the community and potential employees.

Councilor Black-Burke stated that she is also not in agreement with the proposed abatement.

Mayor Trinks would like to refer this to the Finance Committee for its June 8th meeting.

- b) Approve applications for submittal under the Neighborhood Assistance Act Tax Credit Program

MOVED by Councilor Jepsen, seconded by Deputy Mayor McAuliffe that the attached resolution approving applications for participation in the 2020 Neighborhood Assistance Act Tax Credit Program administered by the Connecticut Department of Revenue Services be approved.

*WINDSOR TOWN COUNCIL
NEIGHBORHOOD ASSISTANCE ACT (NAA) TAX CREDIT PROGRAM*

RESOLUTION

WHEREAS, the State of Connecticut, acting through its Department of Revenue Services, administers a program authorized by the state legislature entitled the Neighborhood Assistance Act (NAA) Tax Credit Program which provides corporations with tax liability in the State of Connecticut an opportunity to receive tax credits for donations made to participating municipal and tax-exempt organizations; and

WHEREAS, in order to utilize the NAA Program eligible municipal and non-profit organizations must first secure the approval of the local governing body in a town served by the applicant; and

WHEREAS, the organizations listed below have submitted applications for assistance in the NAA Program and the Town Council believes that the proposed activities are in the best interests of Windsor's residents.

NOW THEREFORE BE IT RESOLVED BY THE WINDSOR TOWN COUNCIL that the following applications for participation in the 2020 Neighborhood Assistance Act Tax Credit Program are hereby approved:

Applicant

Request

Activity



<i>Windsor Police Cadets, Inc.</i>	<i>\$ 7,000</i>	<i>2020 Program Sponsorship</i>
<i>Connecticut Radio Information System, Inc.</i>	<i>\$ 5,000</i>	<i>Audio Accessibility Program</i>

Director of Economic Development, Jim Burke, stated the Neighborhood Assistance Act (NAA) Tax Credit program, established by the Connecticut General Assembly, offers non-profit and municipal organizations an opportunity to enhance their fundraising capabilities by offering tax credits to eligible corporations. Corporate donors receive a tax credit against their state corporate tax liability in an amount equal to 60% of their contributions or, in the event the proposed activity is an eligible energy conservation project, equal to 100% of their contribution. All applications are subject to approval by the local governing body, subsequent to a requisite public hearing to allow for public comment. Applications are ultimately reviewed by the Connecticut Department of Revenue Services as well.

The applications received this year include the following:

<u>Applicant</u>	<u>Request</u>	<u>Activity</u>
Windsor Police Cadets, Inc.	\$ 7,000	2020 Program Sponsorship
Connecticut Radio Information Inc.	\$ 5,000	Audio Accessibility Program System,

No further questions and comments.

Motion Passed 9-0-0

13) RESIGNATIONS AND APPOINTMENTS

Councilor Rampulla Bress stated that there are no resignations, but she did have names for consideration from the committee which will be visited at the next meeting.

14) MINUTES OF PRECEDING MEETINGS

- a) Minutes of the March 18, 2020 Regular Town Council Meeting

MOVED by Councilor Jepsen, seconded by Deputy Mayor McAuliffe to approve the unapproved minutes of the March 18, 2020 Regular Town Council meeting as presented.

Motion Passed 9-0-0

15) PUBLIC COMMUNICATIONS AND PETITIONS

Clint Thornton, 85 Farmstead Lane, was pleasantly surprised to hear some of the Town Council's decisions and thoughts on this project. After listening to Mr. Griggs, the jobs and robotics responses do not mesh. He is not against Amazon coming to Windsor, but he is against the

residents of Windsor having to take on the tax bill for any amount of time. He wants the Finance Committee to look at what the revenue requirements are for the town and what Amazon will not be contributing.

Karen Rosol asked how the community will be kept abreast of the abatement. Deputy Mayor McAuliffe responded that the Finance Committee meeting will be public and there will be opportunities for the public to ask questions.

Councilor Rampulla Bress shared an email from Liz Dupont Diel, 78 Palisado Avenue, supporting a commission that supports the stop of fossil fuel use in order to slow global warming. It is imperative that we stop fossil fuels use and carbon emissions to prevent drastic climate change. The residents of Windsor call on our elected representatives and town officials to show leadership to do what is economically and morally right. There are excellent models for us to follow in order to tap the best knowledge and experts.

16) EXECUTIVE SESSION – None

17) ADJOURNMENT

MOVED by Councilor Walker, seconded by Councilor Rampulla Bress to adjourn the meeting at 9:30 p.m.

Motion Passed 9-0-0

Respectfully Submitted,

Elizabeth Brisebois
Recording Secretary