



Council Agenda

Council Chambers
Windsor Town Hall
May 17, 2021



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: **858 8393 5684** then press #
2. You will then enter the meeting muted. During Public Comment if you wish to speak press *9 to raise your hand.

Joining in by Computer:

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1. When prompted for participant or meeting ID enter: **858 8393 5684**
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 – Deputy Mayor McAuliffe
3. PLEDGE OF ALLEGIANCE – Deputy Mayor McAuliffe
4. PROCLAMATIONS/AWARDS
 - a) Proclamation designating May 16-22, 2021 as National Public Works Week
 - b) Proclamation declaring May 2021 as Mental Health Awareness Month
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) Fair Rent Commission
8. TOWN MANAGER'S REPORT
9. REPORTS OF STANDING COMMITTEES



10. ORDINANCES

11. UNFINISHED BUSINESS

12. NEW BUSINESS

- a) *Set mill rate for FY 22 budget (Town Manager)
- b) *Approve Tax Suspense List (Town Manager)
- c) *Accept COVID-19 Community Outreach and Vaccination Grants from State Department of Public Health and the Hartford Area Foundation for Public Giving (Town Manager)
- d) *Approve Purchase and Sale Agreement for 451 Windsor Avenue with the Capitol Region Educational Council (Town Manager)

13. *RESIGNATIONS AND APPOINTMENTS

14. MINUTES OF PRECEDING MEETINGS

- a) *Minutes of the May 3, 2021 Regular Town Council Meeting
- b) *Minutes of the May 10, 2021 Special 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 (WPDEA & UPSEU - Dispatchers)

17. ADJOURNMENT

★Back-up included

PROCLAMATION

Designating May 16, 2021 through May 22, 2021 as National Public Works Week

WHEREAS, the public works services provided in our community are an integral part of our citizens' everyday lives; and,

WHEREAS, support, understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as street maintenance, public building maintenance, public grounds beautification and snow removal; and,

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and,

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design and construction, is dependent upon the efforts and skills of public works officials; and,

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the community's attitude and understanding of the importance of the work they perform.

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

May 16, 2021 through May 22, 2021 be declared as National Public Works Week in the Town of Windsor and that the citizens and organizations of the Town of Windsor acquaint themselves with the issues involved in providing our public works support and to recognize the contributions which public works personnel make every day to our health, safety, comfort and quality of life.



A handwritten signature in black ink, appearing to read 'Donald S. Trinks', is written over a horizontal line.

Donald S. Trinks
Mayor of Windsor
May 17, 2021

Proclamation

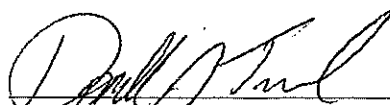
Declaring May 2021 as Mental Health Awareness Month

- WHEREAS,** Mental health is essential to our overall health, and the importance of attending to mental health has become even more pronounced during the COVID-19 pandemic; and,
- WHEREAS,** Millions of adults and children across America experience mental health conditions including anxiety, depression, schizophrenia, bipolar disorder and post-traumatic stress disorder; and,
- WHEREAS,** 1 in 5 U.S. adults experience mental illness each year, 1 in 20 U.S. adults experience serious mental health conditions, and 1 in 6 U.S. youth (6-17) experience mental illness, yet stigma and fear of discrimination keep many who would benefit from mental health services from seeking help; and,
- WHEREAS,** Suicide is the second leading cause of death among people aged 10-34, and is the 10th leading cause of death in the U.S. Help can be found through the National Suicide Prevention Lifeline at 1-800-273-TALK or by calling 1-800-662-HELP; and,
- WHEREAS,** People with mental illnesses make important contributions to our families and our communities; and,
- WHEREAS,** Although our Nation has made progress in promoting mental health services, many communities still face prevalent barriers in accessing mental health care; and,
- WHEREAS,** People with mental illness can recover if given the necessary services and support in their communities and should receive it without discrimination.


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

That May 2021 be declared as Mental Health Awareness Month and that we call upon Windsor citizens to raise mental health awareness in order to continue to help Americans live longer, healthier lives.




Donald Trinks
Mayor of Windsor
May 17, 2021

Agenda Item Summary

Date: May 17, 2021
To: Honorable Mayor and Members of the Town Council
Prepared By: Jim Bourke, Finance Director
Approved By: Peter Souza, Town Manager 
Subject: Setting Mill Rate for FY 2022

Discussion/Analysis

The voters adopted the FY 2022 General Fund budget of \$125,787,620 on May 11, 2021. The mill rate needed to fund this budget is 33.27 mills, which is a 0.48% increase over the current mill rate of 33.11.

Other Board Action

None

Recommendations


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

“MOVE that the tax rate for the fiscal year beginning July 1, 2021 be set at 33.27 mills which reflects the October 2020 property valuation with a total estimated taxable grand list for FY 2022 of \$3,190,015,000.”

Attachments

None

Agenda Item Summary

Date: May 17, 2021
To: Honorable Mayor and Members of the Town Council
Prepared By: Cathleen Elliot, CCMC, Tax Collector
Reviewed By: Peter Souza, Town Manager 
Subject: Suspense List

Background

In accordance with *Connecticut State Statutes* §12-165, the Suspense List must be submitted annually to the Town Council. This list consists of motor vehicle, supplemental, and personal property taxes on the 2017 Grand List that are considered not collectable. Also included is one account from the 2015 Grand List which was added on after that list had been suspended and is still showing as an active account.

Discussion/Analysis

Various methods of collection have been pursued and all vehicle registrations have been reported to the Motor Vehicle Department. Transferring these bills to the Suspense Book does not mean we cannot collect if the taxpayer appears or is found through further efforts. However, this transfer presents a more accurate picture of the town's accounts receivable at this time.

Financial Impact

The accounts receivable will be \$174,170.17 less.

Recommendations

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

“MOVE that \$174,170.17 motor vehicle, supplemental, and personal property taxes be transferred to the Suspense Tax Book from the following respective Grand List years.”

OCTOBER 1, 2015	-	\$	634.81
OCTOBER 1, 2017	-	\$	173,535.36

Attachments

Suspense List Recap.

SUSPENSE LIST RECAP


OCTOBER 1, 2015	MOTOR VEHICLE 1 ACCOUNT	\$ 634.81
OCTOBER 1, 2017	PERSONAL PROPERTY 24 ACCOUNTS	\$ 12,092.60
OCTOBER 1, 2017	MOTOR VEHICLE 657 ACCOUNTS	\$ 123,735.09
OCTOBER 1, 2017	SUPPLEMENTAL MV 232 ACCOUNTS	<u>\$ 37,707.67</u>
	TOTAL 914 ACCOUNTS	\$ 174,170.17

Agenda Item Summary

Date: May 17, 2021

To: Honorable Mayor and Members of the Town Council

Prepared By: Dr. Michael A. Pepe, Director of Health Services
Jim Bourke, Finance Director

Reviewed By: Peter Souza, Town Manager 

Subject: COVID-19 Grants Acceptance

Discussion/Analysis

The impact of the COVID-19 pandemic has presented the town with a variety and number of financial challenges to manage. However, a variety of grant opportunities have become available to help meet those challenges. The purpose of this agenda item is to outline two grants that have been applied for and subsequently awarded to the town's Department of Public Health and to request the Town Council authorize the acceptance of these grants. The grants total \$67,945.

Grant Outline

In early May, the Health Department was notified that each of the grant proposals that were submitted to The Hartford Foundation for Public Giving in the amount of \$34,962 as well as to the Connecticut Department of Public Health in the amount of \$32,983, were selected to be funded.

The purpose of both of the grants is to help increase awareness and promote the COVID-19 vaccine with the goal of increasing the rate of vaccinations in communities of color and vulnerable populations with health and income inequities. Both of the grants will be utilized to partner with community health provider(s) such as Charter Oak Health Center to conduct vaccine clinics, continue outreach to homebound residents, develop targeted outreach programs with faith organizations and disseminate information through various print and digital avenues. It is planned to hire several part-time community health outreach workers / ambassadors on a temporary basis to help implement such efforts as door to door canvassing, outreach at community events/programs and staff "walk-up" clinics.

Other Board Action

None

Recommendations

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

"MOVE to authorize the acceptance of the grants outlined in Exhibit 'A'."

Attachments

Exhibit 'A' – Grant Summary


Exhibit "A"
COVID-19 Grants

Grantor	Grant	Amount
Hartford Foundation for Public Giving	Vaccine Equity & Outreach Efforts	\$34,962
State of Connecticut Department of Public Health	Vaccine Equity Partnership	\$32,983
		Total <u><u>\$67,945</u></u>

Agenda Item Summary

Date: May 17, 2021

To: Honorable Mayor and Members of the Town Council

Prepared By: Peter Souza, Town Manager 

Subject: 451 Windsor Avenue – Wolcott School Purchase and Sale Agreement

Background

On April 14, 2021, a Special Town Meeting approved an ordinance approving the sale of the former Roger Wolcott School at 451 Windsor Avenue and authorizing the Town Council and Town Manager to take action to finalize the sale.

Town staff, with the assistance of the Town Attorney, have finalized a Purchase and Sale Agreement (Agreement) with the Capitol Region Education Council (CREC). At this time, the Town Council is respectively asked to consider and approve the Agreement.

Discussion/Analysis

In the past several months, staff has been engaged in discussions and negotiations with CREC regarding their interest in acquiring the property at 451 Windsor Avenue for educational related purposes. The present condition of the building calls for substantial investment in items such as the roof, replacement of heating, ventilation and air conditioning systems, removal of underground fuel tanks, updating restrooms and classrooms as well as repairing or replacing the gym floor.

Primary terms of the Purchase and Sale Agreement are summarized below:

- Transfer ownership of building and land to CREC for \$1.00.
- CREC agrees to provide substantial improvements to the facility – preliminary project cost estimates are approximately \$6 million.
- Exterior improvements include re-landscaping, renovation of playground and fields.
- CREC would use the building for their programs and purposes. No more than 10% of the building would be utilized for bulk storage of supplies, equipment and materials designed for off-site use.
- CREC has a 60 day due diligence period. A property closing would take place within 30 days after due diligence is completed.
- If CREC elects to sell/transfer the property, or does not maintain education programs at the facility for longer than a consecutive 365 day period, the ownership of the property may, at the town's option, be transferred back to the town of Windsor at a buyback price based on a depreciation schedule. The buyback price or value at the time of reversion would be determined by the dollar value of improvements completed by CREC within an estimated one year construction period depreciated per Exhibit C of the Agreement.
- CREC plans to operate a Head Start program at Wolcott School, they would assign a specific amount of points on the Public Head Start rating scale to families who reside in Windsor, to the extent permitted by federal Head Start grant award and/or applicable regulations.

- 25% of any non-Head Start early childhood student seats are to be guaranteed for Windsor households as needed. If there is not enough demand from Windsor families, seats may be filled with students from outside Windsor. Program fees for Windsor families would be discounted 10%. CREC agrees to not seek tuition from the town or Windsor Public Schools.
- The town and other community based groups, can have access to the facility and grounds for events or meetings. CREC will work with users to make the space available to the extent there are not conflicts with CREC programs or uses. Such users would be responsible for normal and customary custodial and security costs if any are associated with such use.
- Windsor Public Schools would have 30 days from the time of property transfer to store and remove existing classroom equipment from the building.
- CREC agrees to maintain the name of the facility as Roger Wolcott School. CREC reserves the right to name its programs. Example: CREC Head Start at Roger Wolcott School.
- CREC has the right to operate other CREC programs out of the facility. This may include early childhood programs or other educational programs. It may also include office and/or conference space.
- Team Paragon would be allowed to use up to 3 classrooms for programs/storage for a one year period from the time of property transfer. There would be no charge for use of the space or expenses related to custodial, utilities or security as long as use was during CREC program building hours. If hours were needed after the building is closed or on weekends or holidays, there would be normal and customary custodial and security costs.

It is anticipated Team Paragon will ultimately occupy the current Ambulance Building on Williams Street after Windsor Volunteer Ambulance relocates to the renovated facility at 340 Bloomfield Avenue. At this time it is projected the Team Paragon relocation could take place in November or December of this year.

Financial Impact

By transferring the property, the town would no longer have annual utility, maintenance and repair costs. Staff time associated with property oversight, snow removal and exterior maintenance would also be eliminated. Cost of the substantial deferred and future capital investments in the property would also be avoided. The current and near term reinvestment is estimated to be approximately \$5M. The avoided cost of future debt service on \$5M is approximately \$415,000 annually over a 15 year period.

Other Board Action

In the fall of 2020, the Wilson/Deerfield Committee expressed its support to reuse the school building as long as it is maintained in good condition and in a cost effective manner.

The Town Planning & Zoning Commission completed the required *Connecticut General Statutes* §8-24 review on April 13, 2021 as well as approved rezoning the entire property to the NZ designation.

Per the *Town Charter*, a Special Town Meeting was held on April 14, 2021 at which the sale of the property was approved and authority given to the Town Council and Town Manager to take action to finalize the sale.

Recommendations

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

“MOVE to approve the attached Purchase and Sale Agreement with the Capitol Region Education Council for the sale and transfer of 451 Windsor Avenue.

Attachments

Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") made as of this ____ day of May, 2021 ("Effective Date"), by and between **THE TOWN OF WINDSOR**, a municipal corporation having its territorial limits within the County of Hartford and State of Connecticut, having an address of 275 Broad Street, Windsor, Connecticut 06095 ("Seller" or "Town") and **CAPITOL REGION EDUCATION COUNCIL**, a regional educational service center organized and existing under Sections 10-66a et seq of the Connecticut General Statutes having an address at 111 Charter Oak Avenue, Hartford, Connecticut 06106, ("Purchaser" or "CREC").

WITNESSETH:

WHEREAS, the Seller owns the fee simple title to certain improved property located at 57 East Wolcott Avenue, Windsor, Connecticut, which property is more specifically described on Exhibit A annexed hereto and made a part hereof (collectively, the "Land" or "Premises"); and

WHEREAS, the Seller desires to sell such Land, together with the building(s) on the Land (the "Building") and improvements thereon (the "Facility"), to the Purchaser, and the Purchaser desires to purchase such Land, Building and Facility from the Seller, all in the manner and upon and subject to the terms and conditions set forth in this Agreement.

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

1. Agreement to Buy and Sell. The Seller agrees to sell and convey to the Purchaser or its designee, and the Purchaser agrees to purchase from the Seller, all in the manner and upon and subject to the terms and conditions set forth in this Agreement, the following property (collectively, the "Premises"):
 - (a) the Land subject only to the Permitted Encumbrances (as defined in Section 5 hereof), together with the buildings and improvements thereon (collectively, the "Property");
 - (b) the easements, rights-of-way, privileges and appurtenances, and rights to the same, belonging to and inuring to the benefit of the Property (collectively, the "Appurtenant Rights"); and
 - (c) all items normally considered fixtures acquired by the Seller of every kind, nature and description whatsoever, now or hereafter located on the Property, or any part thereof, and used or usable in connection with any present or future occupancy of the Property, or any part thereof (collectively, the "Building Equipment").
2. Purchase Price and Method of Payment. The total purchase price for the Premises (the "Purchase Price") is ONE AND 00/100 DOLLARS (\$1.00) and other good and valuable consideration, which Purchase Price is payable on the delivery of the deed as hereinafter set forth.
3. The Purchaser's Due Diligence. The Purchaser shall have the period commencing on the Effective Date and ending on 5:00 p.m. Eastern Time on the date thirty (30) days after the Effective Date (the "Due Diligence Period") within which to inspect, examine, and/or investigate the Premises, including, without limitation, all physical, environmental, leasing, financial and legal aspects thereof (collectively, the "Condition of the Premises"), and the obligations of the Purchaser hereunder shall be conditioned upon the Purchaser being fully satisfied, in its sole and absolute discretion, as to all such inspections, investigations, and/or examinations. The Purchaser shall have access to (i) the Premises to accomplish its inspections,

examinations, and investigations, including, without limitation, the conduct of surface and subsurface tests and physical and environmental appraisals and studies. Purchaser may extend the Due Diligence Period for thirty (30) additional days upon prior written notice to Seller.

The Seller shall fully cooperate with the Purchaser in its inspections, examinations, and investigations. Not in limitation of the foregoing, on or before the date ten (10) days after the Effective Date Seller shall provide or make available to Purchaser the due diligence materials set forth on Exhibit B attached hereto and made a part hereof, to the extent such material is knowingly in the possession of Seller (collectively, the "Seller Due Diligence Materials").

Purchaser hereby agrees that, in making such inspections, examinations, and investigations, Purchaser shall maintain and shall require its agents and consultants to maintain, in full force and effect, statutory worker's compensation insurance coverage and public liability and property damage insurance coverage in the minimum amount of \$1,000,000.00. The Purchaser hereby agrees to hold the Seller harmless and indemnified against any loss, cost, liability, or expense arising in connection with the Purchaser's inspection, examination or investigation of the Premises under this Section and agrees to repair any damage to the Premises caused in connection therewith. Notwithstanding anything set forth herein to the contrary, the indemnification obligations of Purchaser in this Section will survive the termination of this Agreement for any reason notwithstanding any language limiting the Seller's liability.

In the event that the Purchaser is not fully satisfied, in its sole and absolute discretion, as to Condition of the Premises, then the Purchaser shall have the right to terminate this Agreement by written notice to the Seller, received by the Seller (by facsimile transmission or otherwise) on or before the expiration of the Due Diligence Period, and thereupon this Agreement shall be void with no recourse to the parties.

4. Closing. The closing of the sale and purchase of the Premises shall take place by mail through the Purchaser's national title insurance company (the "Title Insurer") on or before the date thirty (30) days after the expiration of the Due Diligence Period (the "Closing" or "Closing Date").

5. Title and Survey. Purchaser, at its sole cost and expense, after the Effective Date may order a title search from the Title Insurer and survey of the Property. On or before the expiration of the Due Diligence Period, Purchaser may deliver to Seller a copy of any title commitment obtained by Purchaser from the Title Insurer (the "Title Commitment") and any survey obtained by Purchaser for the Property (the "Survey"), together with a written statement (the "Title Notice") of any defects, encumbrances or objections to title or survey claimed to exist with respect to all or any part(s) of the Property. The parties shall then have until the fifth (5th) business day following the expiration of the Due Diligence Period to make such arrangements or take such steps as they shall mutually agree to satisfy Purchaser's objection(s) set forth in the Title Notice; provided, however, that Seller shall have no obligation whatsoever to expend or agree to expend any funds, to undertake or agree to undertake any obligations or otherwise to cure or agree to cure any title or survey objections, and Seller shall not be deemed to have any obligation to cure unless Seller expressly undertakes such an obligation by a written notice to or written agreement with Purchaser given or entered into on or prior to the fifth (5th) business day following the expiration of the Due Diligence Period and which recites that it is in response to a Title Notice. Purchaser's sole right with respect to any title or survey matter to which it objects in a Title Notice shall be to elect on or before the tenth (10th) business day following the expiration of the Due Diligence Period to terminate this Agreement upon written notice to Seller, and this Agreement shall be of no further force or effect other than for those provisions of this Agreement which expressly survive termination. Notwithstanding the foregoing, Seller shall be obligated to remove (which may be accomplished by Seller bonding off such item) or discharge any mortgage executed by Seller which encumbers the Property as well as any other lien voluntarily created by

Seller or any involuntary monetary liens encumbering the Property, such as without limitation, a judgment lien.

Unless Purchaser terminates this Agreement pursuant to Sections 3 or 5 hereof, or as otherwise provided herein, Purchaser shall be deemed to have approved and to have agreed to purchase the Property subject to the following, which are sometimes herein referred to as "Permitted Encumbrances":

(i) Any and all provisions of any ordinance, municipal regulation, or public or private law, but not violations thereof;

(ii) The lien of non-delinquent real and personal property taxes and assessments; school and fire district taxes, which taxes and assessments shall be adjusted as provided in Section 9 hereof; and

(iii) All exceptions to title shown in the Title Commitment or matters shown on the Survey which Purchaser has approved or is deemed to have approved pursuant to Section 5 hereof.

Notwithstanding the foregoing, at Closing the encumbrances or defects of title that are not set forth in the Title Commitment (collectively, the "Subsequent Title Matters") shall not be deemed Permitted Encumbrances, unless approved in writing by Purchaser. Purchaser shall promptly provide written notice to Seller of such Subsequent Title Matters. A copy of an updated title commitment delivered to Seller by the Title Insurer listing such Subsequent Title Matters shall constitute such written notice.

6. Delivery of Documents. At the Closing, the Seller shall deliver to the Purchaser the following documents (the "Documents"):

(a) Quit Claim Deed from Seller in proper form (the "Deed") sufficient to convey to the Purchaser or its designee good and marketable fee simple title to the Premises, the Appurtenant Rights and the Building Equipment, free from all encumbrances and defects other than Permitted Encumbrances;

(b) Duly executed conveyance tax forms, and, if applicable, together with checks to the order of the appropriate governmental authorities in amounts sufficient to pay the real estate conveyance taxes payable upon the recording of the Deed;

(c) Affidavits customarily required by title insurance companies in the State of Connecticut for the issuing of title insurance protecting against mechanics liens and parties in possession and any other matters or documents reasonably required by the Title Insurer;

(d) Waivers of mechanics liens executed by or on behalf of all persons, firms and corporations who shall have furnished materials or performed work or services on or at the Premises during the period commencing ninety (90) days prior to the Closing;

(e) An Affidavit of the Seller swearing that the Seller is not a "foreign person" as defined in Section 1445(B)(2) of the Internal Revenue Code of 1986, as amended;

(f) Evidence of the existence, organization and authority of Seller and of the authority of the persons executing documents on behalf of Seller reasonably satisfactory to the Title Insurer; and

(g) Such other and further documents as may be reasonably required by the Purchaser or the Title Insurer to effect the transactions contemplated by this Agreement.

(h) Evidence of no ongoing defaults under the Paragon Occupancy (as hereinafter defined).

6.1. Delivery of Buyback Price Schedule. At the Closing, the Purchaser shall deliver to the Purchaser the Buyback Price Schedule (as such term is hereinafter defined).

7. Possession. The Seller shall deliver to the Purchaser or its designee full possession of the Premises at the Closing subject to the Permitted Encumbrances, and shall take all steps requisite to put the Purchaser or its designee in actual possession and operating control of the Premises.

8. Operation of Premises Prior to Closing. From and after the Effective Date and until the Closing, the Seller:

(a) Shall operate the Premises in a good and prudent manner consistent with its operation prior to the Effective Date;

(b) Shall duly comply with all laws, ordinances and regulations applicable to the use and operation of the Premises;

(c) Shall not enter into any leases for all or any portion of the Premises without obtaining the prior written consent of the Purchaser;

(d) Shall not without Purchaser's prior written consent (i) build on or alter the Premises in any way, (ii) encumber the Premises in any way (such as by virtue of an easement, right-of-way, restriction, covenant, condition or option) or (iii) seek any rezoning or variance for the Premises; and

(e) Will not enter into any contract that will be an obligation affecting the Premises subsequent to the Closing.

9. Closing Adjustments. The Purchaser and the Seller shall prorate, as of the date of Closing, all items customarily prorated and adjusted in connection with the closing of real estate in the Town of Windsor, including all taxes, assessments, sewer, fuel, and other charges, as the case may be, assessed against or derived from the Premises. All installments of any assessments which are or may be payable subsequent to the Closing shall be paid or assumed by Purchaser. Any such proration based on an estimate may, at request of either the Purchaser or the Seller, be subsequently readjusted upon receipt of adequate evidence to establish the correctness of the amount so estimated on condition that a statement to that effect is in the closing statement. The costs of state and town conveyance taxes, if any, shall be borne by the Seller. The Purchaser shall pay the costs for recording the Deed. The cost of any title insurance obtained by Purchaser and the costs of any survey obtained by Purchaser shall be paid by Purchaser. The Seller and the Purchaser shall be responsible for their own costs and attorney's fees.

10. Risk of Loss.

(a) Until the Closing, the risk of loss by fire or other casualty to the buildings and improvements on the Premises, and liability for personal injury or damage to property of others at the

Premises, shall, subject to the indemnification obligations of Purchaser pursuant to Section 3 above, be borne by the Seller.

(b) In the event of damage by fire or other casualty to the Premises prior to the Closing, the Seller shall provide written notice of the foregoing to the Purchaser within 2 business days after such damage or casualty, and the Purchaser shall have the option to terminate this Agreement for a period of fifteen (15) days commencing on the date Purchaser receives Seller's notice of such casualty. If the Purchaser does not elect to terminate this Agreement, this Agreement shall remain in full force and effect and in such event the Seller shall pay over and assign or cause to be paid over and assigned to the Purchaser at the Closing any and all proceeds and claims under any casualty insurance policies insuring the damaged property, together with a credit on the Purchase Price for the amount of the deductible applicable to such insurance. Notwithstanding the foregoing, in the event that the cost of restoration of any casualty is less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00), the Purchaser shall not have the option to terminate this Agreement and the Seller shall restore the Premises to substantially its former condition, in which case the Seller shall be entitled to retain any insurance proceeds on account of such casualty. In such event, the Closing shall be adjourned until the restoration is complete, provided that if the restoration is not complete within sixty (60) days after the Seller notifies the Purchaser of such damage or casualty, then the Purchaser shall have the right to either (i) extend the Closing until the Seller shall have completed all repairs necessary to return the Premises to its pre-casualty condition, or (ii) close on the scheduled Closing Date by paying Seller the entire Purchase Price and to the extent the damage has not been repaired prior to Closing, receive all of the Seller's rights with respect to recovery for such unrepaired damage caused by the fire or casualty under Seller's existing insurance policies, together with a credit on the Purchase Price for the amount of the deductible applicable to such insurance. If necessary, Seller agrees to assign its rights in such insurance to Purchaser with respect to such casualty, subject to the provisions of Seller's policy. Seller shall be responsible for the payment of any such repairs made prior to the Closing and shall be entitled to the insurance proceeds applicable to those repairs.

11. Condemnation. If, prior to the Closing, any part of the Premises that is of size and configuration or character to be, in the Purchaser's sole, good faith judgment, material to the operation of or proposed development of the Premises, is taken or the subject of proceedings to be taken by eminent domain (a "Material Taking"), the Seller shall provide written notice of the foregoing to the Purchaser within 2 business days after Seller has received written notice of the foregoing, and the Purchaser shall have the option either (i) to elect not to acquire the Premises, in which case this Agreement shall terminate and the parties shall be relieved of all further rights and obligations with respect thereto, or (ii) to acquire the Premises, subject to such action, without adjustment in the Purchase Price and otherwise in accordance with the terms and provisions of this Agreement, but the Purchaser shall upon Closing be entitled to the proceeds of all awards made on account of such taking which would otherwise accrue to the Seller. The Purchaser shall give written notice to the Seller of any election pursuant to this Section within fifteen (15) business days following receipt by the Purchaser of any written notice of such taking or proposed taking. Failure of the Purchaser to make such election within said period shall be deemed an election to proceed to Closing pursuant to clause (ii) above. If, between the date of this Agreement and Closing, any portion of the Premises is taken in condemnation that is not a Material Taking, Purchaser may not terminate this Agreement for that reason, and Seller and Purchaser shall perform their respective obligations under this Agreement, except with respect to the part of such Property so taken, Seller shall be entitled to all the condemnation proceeds and the Purchase Price for the respective Premises shall be decreased by the net amount of those condemnation proceeds. If proceedings with respect to a taking which is not a Material Taking are commenced and not completed prior to the Closing, the Seller shall assign such right to proceeds to Purchaser without adjustment of the Purchase Price.

12. Brokers. The Seller and the Purchaser each represent and agree to and with each other that they respectively have had no dealings, negotiations or consultations with any broker in connection with this Agreement of the sale of the Premises. The Seller and the Purchaser shall each indemnify and hold the other free and harmless from all losses, damages, costs and expenses (including attorneys' fees) that either may suffer as a result of any claim or suit brought by any broker or finder who claims that he participated with the Seller or the Purchaser, as the case may be, in this transaction.

13. The Seller's Representations and Warranties. The Seller represents and warrants as follows:

(a) Seller has received no written notice giving Seller knowledge of, any pending actions, suits, arbitrations, claims or proceedings, at law, in equity or otherwise, affecting, all or any portion of the Premises or in which Seller is a party by reason of Seller's ownership of the Premises, including but not limited to, judicial, municipal or administrative proceedings in eminent domain, noticed alleged building code violations, health and safety violations, federal, state or local agency action regarding environmental matters, lease disputes, federal environmental protection agency or zoning violations, personal injuries or property damages alleged to have occurred at the Premises or by reason of the condition or use of or construction on the Premises. To the best of the Seller's knowledge, there are no legal or other actions, proceedings or governmental investigations threatened which affect the Premises or which would materially adversely affect the ability of the Seller to carry out its obligations hereunder.

(b) To the best of the Seller's knowledge, with respect to the current use of the Premises, the Premises presently comply and will comply at the time of the Closing in all material respects with all applicable restrictive covenants, zoning and subdivision ordinances, building and fire codes, health and environmental laws and regulations, and all other applicable municipal, state or Federal laws, rules and regulations ("Laws").

(c) There are no tenants or occupants at the Premises, other than Team Paragon Robotics, Inc. ("Paragon"), which occupies and has use of a portion of the Premises pursuant to an oral agreement (the "Paragon Occupancy") and the Town of Windsor Board of Education, which occupies a certain are of the building to be designated by Purchaser pursuant to the Classroom Equipment Lease and Indemnity Agreement (as such term is hereinafter defined).

(d) There are no service, maintenance or similar contracts or agreements affecting the Premises.

(e) The execution and delivery of this Agreement and the performance by the Seller of all transactions contemplated by this Agreement to be performed by the Seller (including the execution and delivery of all documents required by this Agreement to be executed and delivered by the Seller):

(i) Will not breach any contractual covenants or restrictions between the Seller and any third party or affecting the Premises nor create or cause to be created any mortgage, lien, encumbrance or charge on the Premises other than those permitted by this Agreement; and

(ii) Are not threatened with invalidity or unenforceability by any action, proceeding or investigation pending or threatened by or against the Seller or the Premises.

(f) The Seller has received no notice of any condemnation or eminent domain proceedings or negotiations for the purchase of the Premises in lieu of condemnation and, to the best of the Seller's knowledge, no condemnation or eminent domain proceedings or negotiations have been commenced or threatened in connection with the Premises or any portion of it.

(g) To the best of the Seller's knowledge, all public utilities required for the operation of the Premises (including, without limitation, telephone, electric, gas, public water and public sanitary sewer) enter the Premises through adjoining public streets and are connected to and servicing the Premises.

(h) For purposes of this Agreement, the term "Hazardous Materials" shall mean any chemical, compound, material, mixture or substance that is now or hereafter listed in any Environmental Laws as a "hazardous substance", "toxic substance", or the like, or any petroleum product, underground storage tanks, or radioactive or nuclear material. For purposes of this Agreement, the term "Environmental Laws" shall mean the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 1801 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and any similar applicable state and local laws and ordinances and the regulations implementing such statutes. True, correct and complete copies of all of the environmental reports, assessments, studies and other materials pertaining to the Property that are in the possession or control of Seller (the "Environmental Reports") have been delivered to Purchaser as part of the Seller Due Diligence Materials. To the best of the Seller's knowledge, (i) except as set forth in the Environmental Reports there has been no hazardous substance released on or onto or contained within the Premises, and (ii) since the date of such Reports there has been no hazardous substance released on or onto or contained within the Premises.

(i) Seller has not received any notice and has no knowledge that any default or breach exists under any agreement, covenant, condition, restriction, right of way or easement affecting the Premises or any portion thereof, which is to be performed or complied with by the owner of the Premises and the Seller has no knowledge of any fact or condition which would constitute such default or breach.

(j) Seller has been duly organized, is validly existing, and is in good standing in the state in which it was formed. Seller has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Seller at the Closing will be, authorized and executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Seller.

14. Conditions to Closing. The Purchaser's obligations to close hereunder are conditioned upon the following, any or all of which may be expressly waived by Purchaser in writing, at its sole option:

(a) Delivery at the Closing of all documents required to be delivered by the Seller pursuant to Section 6 hereof.

(b) All representations and warranties of the Seller set forth in this Agreement being true and correct as of the Closing in all material respects.

(c) Subject to Section 10, there having been no material adverse change in the Condition of the Premises from the expiration of the Due Diligence Period until the date of the Closing.

(d) Purchaser shall have received an executed estoppel certificate from Paragon (not alleging any then ongoing default of the landlord under the Paragon Lease and confirming all material business terms and conditions in the Paragon Lease).

15.1 Default by the Seller on or prior to Closing Date.

(a) The Seller shall be in default under this Agreement in the following events:

(i) If the Seller shall fail to perform and comply with the agreements and conditions, including, without limitation, the conditions set forth in Section 14 above, which are required to be performed or complied with by the Seller pursuant to this Agreement; or

(ii) If the warranties and representations contained in this Agreement shall not be true in all material respects on the Closing.

(b) If the Seller shall be in default under this Agreement, then the Purchaser shall be entitled, at Purchaser's option, to either: (i) terminate this Agreement, (ii) pursue an action for specific performance or (iii) waive the default and proceed to Closing.

15.2 Default by the Seller after the Closing Date.

(a) The Seller shall be in default under this Agreement if the Seller shall fail to perform and comply with the agreements and conditions, which are required to be performed or complied with by the Seller pursuant to this Agreement after the Closing Date.

(b) If the Seller shall be in default under this Agreement after the Closing Date, then the Purchaser shall be entitled to pursue any remedy available to Purchaser in law or equity.

(c) The provisions of this section shall survive the closing of title.

16. Default by the Purchaser on or prior to Closing Date.

(a) The Purchaser shall be in default under this Agreement in the event that the Purchaser shall fail to purchase the Premises at Closing for any reason other than a default by Seller under this Agreement.

(b) If the Purchaser shall be in default under this Agreement for any reason other than a Seller default, the Seller as its sole remedy shall be entitled to terminate this Agreement, and all other rights and liabilities of the parties hereto by reason of this Agreement shall be deemed at an end.

16.2 Default by the Purchaser after the Closing Date.

(a) The Purchaser shall be in default under this Agreement if the Purchaser shall fail to perform and comply with the agreements and conditions, which are required to be performed or complied with by the Purchaser pursuant to this Agreement after the Closing Date.

(b) If the Purchaser shall be in default under this Agreement after the Closing Date, then the Seller shall be entitled to pursue any remedy available to Seller in law or equity.

(c) The provisions of this section shall survive the closing of title.

17. Disclaimers.

(a) Purchaser acknowledges and agrees that all materials, data and information delivered by Seller to Purchaser in connection with the transaction contemplated hereby including, without limitation, the Seller Due Diligence Materials, are provided to Purchaser as a convenience only and that any reliance on or use of such materials, data or information by Purchaser shall be at the sole risk of Purchaser. Without limiting the generality of the foregoing provisions, Purchaser acknowledges and agrees that (a) Purchaser shall not have any right to rely on any reports delivered by Seller to Purchaser other than the Seller Materials, but rather will rely on its own inspections and investigations of the Premises and any reports commissioned by Purchaser with respect thereto, and (b) neither Seller, any affiliate of Seller nor the person or entity which prepared any such report delivered by Seller to Purchaser shall have liability to Purchaser for any inaccuracy in or omission from any such reports except the Seller Materials.

(b) Except as expressly set forth in this Agreement, it is understood and agreed that Seller is not making and has not at any time made any warranties or representations of any kind or character, expressed or implied, with respect to the Premises, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title (other than Seller's warranty of title to be set forth in the Deed), zoning, tax consequences, latent or patent physical or environmental conditions, valuation, governmental approvals, or the compliance of the Premises with governmental laws. Purchaser acknowledges and agrees that upon closing Seller shall sell and convey to Purchaser and Purchaser shall accept the Premises "as is, where is, with all faults", except to the extent expressly provided otherwise in this Agreement. Purchaser represents to Seller that Purchaser has conducted, or will conduct prior to closing, such investigations of the Premises, including but not limited to, the physical and environmental conditions thereof, as Purchaser deems necessary to satisfy itself as to the condition of the Premises and the existence or nonexistence or curative action to be taken with respect to any hazardous or toxic substances on or discharged from the Premises, and will rely solely upon same and not upon any information provided by or on behalf of Seller or its agents or employees with respect thereto, other than such representations, warranties and covenants of Seller as are expressly set forth in this Agreement. Upon Closing, except as otherwise expressly provided in this Agreement, Purchaser shall assume the risk that adverse matters, including but not limited to, construction defects and adverse physical and environmental conditions, may not have been revealed by Purchaser's investigations, and Purchaser, upon Closing, shall except as otherwise expressly provided in this Agreement, be deemed to have waived, relinquished and released Seller (and Seller's officers, directors, shareholders, employees and agents; collectively the "Seller Parties") from and against any and all claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs and expenses (including attorneys' fees and court costs) of any and every kind or character, known or unknown, which Purchaser might have asserted or alleged against Seller and/or the Seller Parties at any time by reason of or arising out of any latent or patent construction defects or physical conditions, violations of any applicable laws (including, without limitation, any environmental laws) and any and all other acts, omissions, events, circumstances or matters regarding the Premises.

(c) Seller and Purchaser acknowledge that the compensation to be paid to Seller for the Premises has been adjusted to take into account that the Premises is being sold subject to the provisions of Section 20 hereof. Seller and Purchaser agree that the provisions of this Section 17 shall survive Closing.

18. Prior Agreements. This Agreement constitutes the entire agreement by and between the parties hereto affecting the Premises and supersedes any and all previous agreements, written or oral, between the parties and affecting the Premises. This Agreement may not be modified except by an instrument in writing signed by the parties hereto.

19. Survival of All Representations and Warranties. All representations, warranties, covenants and agreements of the Seller and the Purchaser contained herein shall survive the Closing for a period of twelve (12) months and shall not merge in the Deed to be given by the Seller even though not inserted or otherwise included in such Deed.

20. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

21. Successors and Assigns. The rights and obligations contained herein shall be binding upon and inure to the benefit of the Seller, the Purchaser, and their respective successors and assigns. The Purchaser may assign this Agreement to any entity formed by Purchaser, provided that Purchaser remains liable hereunder. Notwithstanding the foregoing, the Purchaser may not assign this Agreement to an independent third party without the Seller's written consent.

22. Waiver of Conditions. Notwithstanding any provision of this Agreement, either party may at its option waive any provision that is a condition to his or her performance hereunder and close the transaction.

23. Notices. Any notice, report, request or demand required, permitted, or desired to be given under this Agreement shall be in writing and shall be deemed to have been properly served, for all purposes only if sent by registered or certified mail, return receipt requested, nationally recognized overnight courier, or email (if by email, email notices must be confirmed within any applicable time period plus two (2) business days via either registered or certified mail, return receipt requested or nationally recognized overnight courier) to the respective party at the addresses and/or email address set forth below, and shall be deemed to have been given or served only on the date received or rejected:

If to the Purchaser:

Mason Thrall
Capitol Region Education Council
111 Charter Oak Avenue
Hartford, CT 06106
Tel.: (860) 509-3623
Email: mthrall@crec.org

Copy to:

Victor Morganthaler
Hoopes Morganthaler Rausch & Scaramozza LLC
185 Asylum Street
CityPlace II – 15th Floor
Hartford, Connecticut 06103-3426
Tel.: (860) 275-6802
Email: vmorganthaler@hmrslaw.com

If to the Seller: Peter Souza, Town Manager
Town of Windsor
275 Broad Street
Windsor, CT 06095
(860) 285-1800
Email: souza@townofwindsorct.com

Copy to: Kevin M. Deneen
O'Malley, Deneen, Leary, Messina & Oswecki
20 Maple Avenue
Windsor, CT 06095
Tel: (860) 688-8505
Email: kmdeneen@omalleydeneen.com

24. Counterparts. This Agreement may be executed in multiple original counterparts, each of which may contain less than all of the parties' signatures, but all of which together shall constitute one instrument. It shall only be necessary to account for one complete counterpart in order to prove the contents of this Agreement.

25. Confidentiality Agreement. Unless Seller specifically and expressly otherwise agrees in writing, Purchaser agrees that all information regarding the Premises of whatsoever nature made available to it by Seller or Seller's agents or representatives or any information with respect to the Premises or any other information or documentation obtained or prepared by or made available to Purchaser in connection with or arising out of this Agreement, including, without limitation, any information obtained by Purchaser during the Due Diligence Period, or the performance of any of its rights or obligations hereunder (collectively, "Proprietary Information") is confidential and shall not be disclosed to any other person except as may be required by law and except those assisting Purchaser with the transaction, or Purchaser's lender, if any, and then only upon Purchaser making such person aware of the confidentiality restriction. In the event the transaction contemplated hereby fails to close for any reason whatsoever, Purchaser agrees to return to Seller or destroy, or cause to be returned to Seller or destroyed, all Proprietary Information. Further, Purchaser agrees not to use or allow to be used any Proprietary Information for any purpose other than to determine whether to proceed with the contemplated purchase, or if same is consummated, in connection with the operation of the Property post-Closing. In addition, unless Purchaser specifically and expressly otherwise agrees in writing, Seller agrees that all information regarding the transaction evidence by this Agreement of whatsoever nature is confidential and shall not be disclosed to any other person except as may be required by law and except those assisting Seller with the transaction and then only upon Seller making such person aware of the confidentiality restriction. The provisions of this Section 25 shall survive Closing or the earlier termination of this Agreement.

26. Notwithstanding any other provisions of this Agreement to the contrary, Purchaser and Seller agree to the following provisions, which provisions shall survive the Closing and will be, if applicable, incorporated into the Deed:

26.1. Project. During the Due Diligence Period Purchaser shall prepare a budget (the "Project Budget") setting forth the estimated costs of the improvements to the physical plant and realty of the Premises that Purchaser intends to perform and/or construct after the Closing Date in order to update the Premises for the program requirements (the "Project Program Requirements") associated with and/or required by the Purchaser's Use (as such term is defined below), (the "Project"), which improvements may include, without limitation, re-landscaping, and renovation of the playgrounds and fields (the "Project Improvements"). On or before the date five (5) days prior to the expiration of the Due Diligence Period, the Purchaser shall

provide Seller with a draft of a proposed Project Budget setting forth the estimated costs and expenses to construct the Project Improvements (the "Estimated Project Costs"), together with a copy of a proposed phased project schedule (the "Project Construction Schedule") for the performance of the work and services in phases to construct the Project Improvements during a twelve (12) month construction period (the "Project Work"). Upon delivery of the Project Budget and Project Schedule to Seller, Seller shall have the right, but not the obligation, to terminate this Agreement in the event the Project Budget is based upon Estimated Project Costs of less than \$6,000,000.00, which right shall be exercised by written notice to Purchaser delivered prior to the expiration of the Due Diligence Period. In the event the Seller does not exercise the foregoing termination right, at the end of the Due Diligence Period the aggregate amount of the costs and expenses to construct the Project Improvements set forth in the Estimated Project Costs shall be deemed the "Project Contract Sum".

26.2 Performance of Project Work. In the event of transfer of title to the Premises to Purchaser on the Closing Date, the Purchaser shall commence the Project Work pursuant to the Project Schedule, which Project Work and Project Schedule during the twelve (12) month construction period are subject to change(s) by Purchaser, based upon the Program Requirements and/or the conditions of the Building or Facility. Such changes or the actual costs and expenses of performing the Project Work may result in the increase or decrease in the Project Contract Sum. Purchaser shall perform the Work and complete the Project Improvements in accordance with the Project Construction Schedule, subject to force majeure.

26.3 Buyback Price and Buyback Price. Based upon the assumption that \$6,000,000.00 is the cost of the work of the Project Improvements, attached hereto as Exhibit C and made a part hereof is a document setting the applicable acquisition values payable by Seller to Purchaser in the event of a transfer or reversion of title to the Premises from Purchaser to Seller (the "Estimated Buyback Price Schedule"). At Closing the Estimated Buyback Price Schedule shall be updated to be based upon the amount of the Project Contract Sum rather than the \$6,000,000.00 estimated amount, which updated Estimated Buyback Price Schedule is a document setting the applicable acquisition values (each a "Buyback Price") payable by Seller to Purchaser in the event of a transfer or reversion of title to the Premises from Purchaser to Seller (the "Buyback Price Schedule").

26.5 Payment of the Buyback Price. In the event of a transfer or reversion of title to the Premises from Purchaser to Seller, the Buyback Price shall be delivered by Seller to Purchaser (i) within ten (10) business days of the date of reversion or (ii) on the date Purchaser delivers a deed to the Premises to Seller.

26.6 Buyback Offer. In the event that Purchaser desires to no longer operate and maintain the Facility in accordance with the terms hereof, Purchaser shall give a notice (the "Buyback Notice") to Seller of its offer to sell Seller the Premises at the Buyback Price. Seller, if it desires to purchase the Premises, shall, within 60 days after the delivery of the Buyback Notice, deliver to Purchaser written notice to of such acceptance (the "Acceptance Notice"). If Seller shall fail to give the Acceptance Notice within the time period provided, Seller shall be deemed to have waived its right to purchase the Premises and Seller shall no longer have the right or option to purchase the Premises from Purchaser under this Agreement.

26.7 Permitted Use. Purchaser shall use the Premises for educational purposes, educational offices and/or conference space and be permitted to operate any Purchaser educational programs at the Facility, including, without limitation, early childhood programs (the "Permitted Use"), and for no more than ten (10%) percent of the Buildings and other improvements on the Premises for the bulk storage of supplies, equipment and materials designed for off-site use.

26.8 Continued Operation of Premises. In the event that Purchaser fails to operate the Premises for the Permitted Use for longer than a consecutive 365 day period, or uses more than ten (10%) percent of the

Buildings and other improvements on the Premises for the bulk storage of supplies, equipment and materials designed for off-site use, title to the Premises shall, after written notice from Seller to Purchaser setting forth the default and expiration a sixty (60) day cure period commencing on the delivery date of Seller's notice to Purchaser (the "Cure Period"), automatically revert to the Seller on the first day after the expiration of the Cure Period provided that Purchaser has not cured such default during the Cure Period. In the event title of the Premises reverts to Seller under this Agreement the Buyback Price shall be delivered by Seller to Purchaser within ten (10) business days of the date of reversion.

26.9 Early Head Start-Head Start Program. If Purchaser elects to operate an Early Head Start-Head Start Program at the Premises, which program shall be deemed a Permitted Use, with funding under the Head Start Program Grant Award Number 01CH011663-01-00, CFDA No. 93.600 ("Grant Award") from the Administration for Children and Families ("ACF") of the United States Department of Health and Human Services ("HHS") to Purchaser (a "Public Head Start Program"), Purchaser shall assign to such Public Head Start Program the maximum amount of points on the Public Head Start Program rating scale to families that reside in the Town, but only to the extent such assignment is permitted under the Grant Award and/or the applicable federal Public Head Start Program regulations.

26.10 Private Early Childhood Program. If Purchaser elects to operate an early childhood educational program at the Premises other than a Public Head Start Program ("Early Childhood Program"), twenty-five (25%) percent of the Early Childhood Program childhood seats (the "Town Seats") shall be made available by Purchaser for children residing in Town households (the "Town Early Childhood Children"). If the Town Seats are not filled by such Town Early Childhood Children, they may be filled by children from outside the Town. Any and all Early Childhood Program fees or expenses charged by Purchaser for Town Early Childhood Children in the Town Seats shall be discounted ten (10%) percent. Purchaser shall not seek, require, ask or otherwise request any tuition payment for the Town Seats from the Town or the Town Board of Education for Town Early Childhood Children enrolled in the Early Childhood Program.

26.11 Use of Premises by Town. After the Closing Date, the Town other Town community-based groups (collectively, the "Invitees") shall have access to the Premises facility and grounds for events or meetings, provided (i) such space is available and not being used by Purchaser and (ii) such Invitees enter into an access and indemnity agreement in form and substance acceptable to Purchaser, which agreement shall, in part, require such Invitees to indemnify Purchaser and provide Purchaser with an insurance certificate naming Purchaser as an additional insured. Purchaser shall work cooperatively with Seller to make the space available if not being otherwise used by Purchaser. Invitees shall be responsible for normal and customary custodial and security costs and expenses, if any, associated with such use.

26.12 Paragon use and occupancy of Building. Pursuant to a license and indemnity agreement in form and substance acceptable to Purchaser by and between Purchaser and Paragon (the "Paragon License"), for a period of 365 days following the Closing Date Paragon shall be allowed use of up to 3 classrooms designated by Purchaser for programs and storage associated with the Paragon robotics program. The Paragon License shall, in part, provide for the following: an indemnity from Paragon in favor of Purchaser, the delivery by Paragon of a certificate of insurance naming Purchaser as an additional insured, and no monthly use and occupancy charge nor monthly costs or expenses due and payable by Paragon to Purchaser related to custodial, utilities or security as long as the use and occupancy by Paragon takes place during Purchaser's regular program Building hours. Paragon shall not have use and access to the Building or Facilities when the Building or Facilities are closed during weekdays, weekends or holidays without Purchaser's prior written approval and, if approved, Paragon shall be responsible for additional normal and customary custodial and security costs above that which Purchaser would normally incur for such use and access.

26.13 Storage of Windsor Public School Classroom Equipment. The Seller, including without limitation, the Windsor Public School, shall be permitted to store certain classroom equipment for a period of thirty (30) days following the Closing Date in an area designated by Purchaser, but in no event in an area where Work shall be performed by Purchaser. At Closing Seller and Purchaser shall enter into a license and indemnity agreement in form and substance acceptable to Purchaser and Seller providing for, in part, an indemnity from Seller in favor of Purchaser and delivery by Seller of a certificate of insurance naming Purchaser as an additional insured (the "Classroom Equipment License and Indemnity Agreement").

26.14 Name of Premises. Purchaser agrees to maintain the name of the Premises as Roger Wolcott School; provided, however, Purchaser has the right to name its programs located and operated at the Facility, but such name(s) shall include "Roger Wolcott School". Example: CREC Head Start at Roger Wolcott School.

(Signatures Contained On Next Page)

[SIGNATURE PAGE TO PURCHASE AND SALE AGREEMENT]

IN WITNESS WHEREOF, the Seller and the Purchaser have hereunto set their hands and seals as of the day and year first above written.

PURCHASER:

CAPITOL REGION EDUCATION COUNCIL

By: _____
Name: _____
Its: _____

SELLER:

TOWN OF WINDSOR

By: _____
Name: _____
Its: _____

EXHIBIT A

PROPERTY DESCRIPTION

EXHIBIT B

SELLER DUE DILIGENCE MATERIALS

1. Copies of all maintenance and service contracts, all service or supply contracts and any other contracts or agreements related to the Property, construction projects or repairs in process.
2. Access to copies of all available drawings including as built and building specifications, licenses, permits, maps, certificates of occupancy, building inspection reports and approvals, and conditions and restrictions with respect to the Property.
3. Copies of any environmental or engineering reports.
4. Copies of surveys of the Property.

EXHIBIT C
ESTIMATED BUYBACK PRICE SCHEDULE

CapEX	BUYBACK PRICE		
6,000,000	5,700,000	yr1	(Yr 1 starts 2 years after land transfer)
	5,400,000		
	5,100,000		
	4,800,000		
	4,500,000	yr 5	
	3,900,000		
	3,300,000		
	2,700,000		
	2,100,000	yr 10	
	1,500,000		
	900,000		
	300,000		
	0		

Buyback price determined by capital exp. depreciated 5% per yr 1 thru 5 then 10% / yr 6 thru end of schedule



Town Council

**Resignations/Appointments/Reappointments
May 17, 2021**

Resignations

None

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

None

Names submitted for consideration of appointment

None



**TOWN COUNCIL
VIRTUAL MEETING
May 3, 2021
Regular Town Council Meeting**

APPROVED MINUTES

1) CALL TO ORDER

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

Present: Mayor Donald Trinks, Deputy Mayor Joseph McAuliffe, Councilor Nuchette Black-Burke, Councilor Lisa Rampulla Bress, Councilor James Dobler, Councilor Donald Jepsen, Councilor Lenworth Walker and Councilor Kenneth Wilkos

Absent: Councilor James Govoni.

2) PRAYER OR REFLECTION

Councilor Jepsen led the group in prayer/reflection.

3) PLEDGE OF ALLEGIANCE

Councilor Jepsen led the group in the Pledge of Allegiance.

4) PROCLAMATIONS AND AWARDS

- a) Proclamation designating May 2021 as Older Americans Month

Councilor Dobler read the proclamation designating May 2021 as Older Americans Month.

- b) Proclamation designating May 2021 as Lyme Disease Awareness Month

Deputy Mayor McAuliffe read the proclamation recognizing May 2021 as Lyme Disease Awareness Month.

5) PUBLIC COMMUNICATIONS AND PETITIONS

Sarah Faulkner, President of the Hartford Audubon Society Inc. spoke about a wetlands violation on the corner of Kennedy Road and Canterbury Lane on their Tobacco Valley nature preserve. Ms. Faulkner stated that she sent the Town Council a letter regarding the very serious property violation and trespassing violation from a new resident who lives at 220 Kennedy Road. The resident cleared out a large section of marsh, approximately 1.2 acres of the marsh. Ms. Faulkner said that she is disappointed with the Inland Wetlands and Watercourses Commission (IWWC) because the matter is on the agenda but no contact had taken place with the Hartford Audubon Society. Ms. Faulkner stated that she met with Chloe Thompson, Environmental

Planner and Todd Sealy, Assistant Town Planner at the property on Thursday, April 29th. She requested a cease and desist order for the third time. She hoped that the IWWC would discuss this and take action. Ms. Faulkner said that she is looking for the Council's support on getting the clearing repaired, which the Hartford Audubon Society Inc. is asking for damages and restoration.

Susan Miller, 130 Palisado Avenue, spoke in support of the creation of an Arts Commission in town. Ms. Miller shared an example of art she had experienced in Montpelier, Vermont, where all around the town in every window of every store there had been multiple poems displayed. Poetry invokes so much emotion and makes you feel connected to the town. An Arts Commission can bring an emotional connection for people visiting and living in town.

Mohan Sachdev, 960 Kennedy Road, spoke in support of the performing arts. Mr. Sachdev is the President of The Windsor Arts Center, where he operates an inclusive and open gallery. He is very proud to work with the Town Manager and the Town of Windsor to bring wonderful art to the town. Mr. Sachdev appreciated any help that the Arts Commission could provide.

Ned Bacigalupo, 89 Farmstead Lane, spoke of an email he sent the Town Council about a Windsor Music Commission. Mr. Bacigalupo said that there is an agenda item for the democrats to establish an Arts Commission. There is already an Arts Center and he asked who pays for that. Mr. Bacigalupo's idea was to apply for state and federal funding to bring music events to Windsor. He had heard stories about the way musicians were treated by the Arts Center and he believed that music shouldn't be involved with it. Mr. Bacigalupo expressed his concern to have the music done with a separate commission. He said that First Town Downtown is receiving money from our tax dollars and nothing is being disclosed from them. The Windsor Historical Society is hiring two new people and the way it was advertised, it stated basically that white people need not apply. Mr. Bacigalupo said that he did submit and apply for a position on a town board and did not see it on the agenda. He feels that the Council does not want Republicans to function on town boards. He said that there should be no new taxes and the town is taxing the seniors out of their homes.

6) COMMUNICATIONS FROM COUNCIL MEMBERS

Councilor Dobler thanked everyone that spoke tonight. It's very important to hear all different opinions from our town folks. On May 19th, our process to normalcy from this pandemic takes a big step, but he is asking that everyone still stay vigilant and be careful. Councilor Dobler thanked all the fellow Councilors for their very civilized and productive budget process.

Councilor Walker spoke of everyone staying safe and to support the businesses in town. Councilor Walker spoke about a letter that was delivered to the Town Council from the Windsor Housing Authority. The letter stated that the Director of the Windsor Housing Authority was called a nasty name. He said that the Council wanted whatever problems at the Windsor Housing Authority to be corrected. He felt that we needed to still maintain stability and have respect for people. Councilor Walker stated that it is not okay to refer to anyone as the "N" word or any names at all. Councilor Walker asked that the Director not be referred to in that way. It is morally and ethically wrong.

Councilor Black-Burke thanked all of the public for sharing their thoughts and concerns. Councilor Black-Burke quoted James Baldwin that says, "I imagine one of the reasons people cling to hate so stubbornly is because they sense once hate is gone, they will be forced to deal with pain." Councilor Black-Burke stated that over the last week in town, the Council was notified that nooses were hung in a facility being built here in town. Symbols of hate cannot and will not be tolerated here. Councilor Black-Burke felt it evoked so many things for so many people. She said that those who are dealing with hate on some level need to find another way to deal with it. She would not stand for putting these symbols of hate on display. As a town we have to denounce that and she hoped that others would join her to denounce hate. Councilor Black-Burke stated that Councilor Rampulla Bress joined her and the Connecticut Commission on the Martin Luther King holiday ceremony called 'From Lost to Light'. She thanked Councilor Rampulla Bress for representing the Mayor who was unable to attend. She represented our town well. Councilor Black-Burke said that tomorrow, Tuesday, May 4th at 6:30 p.m., there would be a virtual Community Budget Forum presented by the Windsor CT Votes League of Women Voters. On May 5th at 6:30 p.m., State Representative Jane Garibay will be hosting a forum on Truck, Traffic and Trash with Representative Gibson, Representative McGee, and fellow Town Councilors. There will be a Vaccine Clinic on May 7th at Hopewell Baptist Church, 280 Windsor Avenue. Interested individuals can pre-register at (860) 555-7500 option '0' or feel free to stop by and they can assist you from 9:00 a.m. to 4:00 p.m.

Councilor Rampulla Bress thanked Councilor Black-Burke and Councilor Walker for addressing the issue of hate. Councilor Rampulla Bress said that she stands in solidarity with them. It's very sad to hear all the information and especially recently with the nooses. She thinks it's important to address it as a Council and said that hate is not welcome here. Councilor Rampulla Bress said that there are several different groups of people being honored this month: Asian Pacific Heritage month, Haitian Heritage month and Jewish American Heritage month. Please celebrate our community, the people and the cultures this month.

Councilor Wilkos said that he had nothing to report this evening.

Deputy Mayor McAuliffe spoke of the symbols of hate at the Amazon Distribution Center. If anyone has read or seen what has happened there, they should be outraged. Deputy Mayor McAuliffe thanked everyone who spoke tonight. The wetlands destruction is a very important matter and he will follow up on it. On May 11th, the budget referendum is happening and there is a forum on May 4th to learn more about the budget. Windsor offers excellent services at a very reasonable tax rate. Please make yourself knowledgeable and vote on May 11th.

Councilor Jepsen spoke about the budget and the spending increase which is almost 3%. It's a very low budget. Councilor Jepsen said that he is appalled about the nooses at Amazon. He wondered if Amazon had used local labor sources, would it not have happened, and also would it have helped the local economy more. Regarding the Hartford Audubon Society Inc. wetlands violation, it is very important. The water table is higher there and is there more marsh than before.

Mayor Trinks agreed with the denouncing of hate. Connecticut is starting to open up. Keep an eye out for all the things that are offered for you to participate in. Enjoy everything that spring has to offer us.

7) REPORT OF APPOINTED BOARDS AND COMMISSIONS

a) Board of Education

A hard copy of the report was distributed to all councilors prior to the meeting.

President Leonard Lockhart stated that:

- Windsor Public Schools will have a digital billboard going up on I-91 beginning May 3. This billboard will feature our work with the NASA Hunch program. Interesting to note, the Lamar Company is based here in Windsor and the staff member helping us with the billboard and design, Mrs. Spear, is the parent of one of the students who worked on the NASA Hunch tape dispenser.
- The Windsor High School Class of 2021 Commencement will take place on Monday, June 14 (rain date is Wednesday, June 16) at the Jack O'Brien Stadium at 5:45 PM. Town Council members will receive additional information regarding graduation and other year end events via the Windsor High School principal's office. The last day of school for students will be Tuesday, June 15. The last day for teachers will be Wednesday, June 16.
- The Board of Education, through a proclamation at its April 20 meeting, declared its appreciation to the district's teaching staff and proclaimed the week of May 3 - May 7 as Windsor Teacher Appreciation Week. The Board will host a special breakfast for teachers and staff at each school location throughout the first two weeks of May. We hope Town Council members and members of the community will reach out to a teacher(s) and express their appreciation for their dedication to the students of Windsor Public Schools.

Councilor Black-Burke thanked Mr. Lockhart for the report and thanked all the teachers for their work. Councilor Black-Burke asked about the summer 2021 enrichment opportunities. Mr. Lockhart stated that as of right now, the school district is reaching out to parents for feedback. There is still discussion going on, but there will definitely be literacy and math, also recovery and acceleration for the children. Mr. Lockhart said that he would have more details in his next report for June. Mr. Lockhart said that a request for participation went out to parents weeks ago.

Councilor Jepsen asked about the new state law about religious exemptions for vaccinations and how that will impact school. Mr. Lockhart said that there is no comment right now since it's very new and he needs to speak with the school.

Mayor Trinks said that he is looking forward to graduation at the Jack O'Brien Field. Mayor Trinks stated that Councilor Black-Burke, Deputy Mayor McAuliffe and he are graduates of Windsor High School. Mr. Lockhart said that he is praying for good blessings for graduation day.

b) Economic Development Commission

A hard copy of the report was distributed to all councilors prior to the meeting.

c) Board of Assessment Appeals

A hard copy of the report was distributed to all councilors prior to the meeting.

8) TOWN MANAGER'S REPORT

Virtual Community Budget Forum

The League of Women Voters and CT Votes are sponsoring a virtual community budget information forum beginning at 6:30 PM on Tuesday, May 4th. Dr. Hill and I will be providing a brief overview of the budget that will be going before the voters at the May 11th referendum. Residents are welcome to participate in the forum with their questions via the Zoom link available on the town website. The forum will also be broadcast live on WGTV.

Budget Referendum

The budget referendum will be held on Tuesday, May 11th from 6:00 AM – 8:00 PM at the various polling locations. Absentee ballots can be obtained via various methods including mail and in-person at the Town Clerk's Office.

For more information please go to the town's website at:

<https://townofwindsorct.com/townclerk/elections/>

Street Paving Schedule

The first phase of street milling and overlay is expected to begin the week of May 17 and continue through the first week of June. Contractors will be working on Matthew Lane, Pepperbush Way Upton Street, Rodney Street, Drake Street, Dexter Street, Bristol Street, and East Barber Street to the railroad crossing. In addition Wilson Fire House will be partially re-paved as part of this phase of milling and paving. Motorists should expect some delays in these area and use alternate routes if possible.

Win Wag Photo Contest Begins May 7th

To help promote annual dog licensing efforts the annual Win Wag Photo Contest begins May 7th. The photo contest is free and open to Windsor residents. The entry period for the contest begins at May 7th and ends at noon on May 20th. The winning entry, determined by online public voting, will be awarded with the #1 dog license tag for the current year and a PETCO gift card. See contest details on the town's website at townofwindsorct.com.

Tobacco Sheds off of Kennedy Road

OJ Thrall, Inc. is moving two tobacco sheds currently in the field to the east of Kennedy Road at River Street. They will be moving the sheds to the west side of Kennedy Road to where the farm operations and former dormitories are located. One shed was moved this past Saturday and the other shed is scheduled to be moved this coming Saturday, May 8th beginning at 8:00 AM.

Kennedy Road will be shut down just north of River Street and south of Hayden Station Road for roughly an hour or so. Kennedy Road traffic will be detoured to use River St and Hayden Station and back onto Kennedy. Police officers will be on site helping with traffic control.

MDC Hydrant Flushing

The MDC hydrant flushing is scheduled for Windsor from May 3 through June 18. flushing helps maintain water quality and ensures hydrants are in good working condition for fire protection. See link for more information, schedule and maps.

<https://themdc.org/wa/hydrant-flushing/>

There's a lot to do in Windsor

The summer edition of *There's a lot to do in Windsor* is currently available on the town's website and will be delivered to Windsor households and businesses the week of May 10th together with the *Courant Community* newspaper. This edition includes information on programs and activities for the months of June through August.

COVID-19 Vaccination Clinics

46% of age eligible town residents have been fully vaccinated as of the end of April. This is slightly below the statewide percentage.

On Friday, May 7th Charter Oak Health Center is conducting a clinic at Hopewell Baptist Church, 280 Windsor Avenue from 9:00 a.m. until 4:00 p.m. No registration is required.

Public Service Recognition Week

May 2-8, 2021 has been designated as Public Service Recognition Week, honoring federal, state, and local government employees.

I would like to recognize the efforts of our approximately 190 full-time town employees plus the dozens of part-time employees whose work throughout the year helped to support the business community, provide public safety, protect our environment, maintain our buildings, parks and roadways, preserve our history and provide programs and services for residents young and old.

This past year has been challenging to say the least, and I want to recognize the tireless efforts of our health department staff and all employees. Town of Windsor employees always are, and will continue to be on the front lines, providing essential services to the residents of Windsor. I thank them for their dedication, and it is my sincere pleasure to work with them each and every day.

Councilor Rampulla Bress thanked the Town Manager and town staff for all the work that is being done with vaccinations. Councilor Rampulla Bress stated that on the Town's Facebook page if you click on the Town of Windsor, there is constant information there. She thanked the Town employees for their exemplary service and they really make Windsor a great place to live.

Councilor Black-Burke thanked Town Manager Souza and the town staff. Councilor Black-Burke asked about the Hartford Foundation Grant, if it was part of the COVID Community Development Grants or another grant. Town Manager stated that he believed it is the COVID Community

Development Grant that is geared for community outreach and to support the clinic in the community.

9) REPORTS OF STANDING COMMITTEES

Town Improvements Committee – Councilor Dobler said that the Committee will plan on meeting in the next few weeks.

Special Projects Committee – Councilor Dobler had nothing to report.

Health & Safety Committee – Councilor Black-Burke said just a reminded the audience about the forum on Thursday, May 6th and to check the State Representative's page. Councilor Black-Burke said that the Committee would be having a meeting very soon.

Personnel Committee – Councilor Rampulla Bress said that the Committee will be meeting on, Thursday, May 13th to interview applicants. Unfortunately the April meeting was rescheduled until May. The Personnel Committee does not block any members from applying. Councilor Rampulla Bress explained the process on how the Committee works. There is a wait until we have enough applicants to schedule a meeting to interview. Everyone gets an interview.

Finance Committee – Deputy Mayor McAuliffe had nothing to report.

10) ORDINANCES

11) UNFINISHED BUSINESS

12) NEW BUSINESS

- a) Set a Public Hearing for June 7, 2021 at 7:20 p.m. (prevailing time) to solicit public comment on applications for participation in the Neighborhood Assistance Act (NAA) Tax Credit program

MOVED by Councilor Jepsen, seconded by Deputy Mayor McAuliffe that a Public Hearing be set for June 7, 2021 at 7:20 p.m. to allow for public comment on applications submitted for the Neighborhood Assistance Act Tax Credit program administered by the Connecticut Department of Revenue Services.

Town Manager Souza stated that town staff is soliciting applications from NAA-eligible organizations by way of direct email and press releases. Projects for the 2021 application round must be submitted to the Office of Community Development by close of business on May 27, 2021. Applications must be approved by the governing body of the town after conducting a public hearing. Therefore, staff is requesting that a public hearing be set for the evening of June 7, 2021 and that the list of submitted and eligible applicants be placed on the Council agenda for consideration at that time. Approved applications will then be submitted to the Department of Revenue Services by July 1, 2021.

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

b) Discussion of Arts Commission

Deputy Mayor McAuliffe requested that this item be placed onto the agenda.

Deputy Mayor McAuliffe said that a while ago, as a Council, there was discussion regarding the possibility of having a poet laureate, which was proposed by the Human Relations Commission.

Councilor Rampulla Bress stated that she is very excited about the idea. She feels anytime we add more art to Windsor we add a sense of community. There are a lot of artists that live in our community. It's really important and would bring a sense of community to the town. It also fosters a sense of pride, a sense of belonging and brings about more arts in our town which brings an economic benefit. You would see an increase in property values, growth, and cultural tourism. Councilor Rampulla Bress stated that West Hartford did their bus shelter paintings. A lot of towns have added Arts Commissions because of all the benefits it brings to their towns. Councilor Rampulla Bress said she strongly supports this.

Councilor Dobler said that in the fall there were a multitude of very heated discussions, one of which was the library mural. Councilor Jepsen voted with the majority of the democrats in favor of the mural, while he voted with the majority of the republicans against it. He felt that the other councilors who were against it were very much in favor of the mural itself. What they did not like was there was no process for such a thing. There is not a process to address this and that is why we need an Arts Commission. That is the reason why he is in favor of an Arts Commission, to create a process. It would be something that is very rewarding for the town.

Councilor Jepsen stated that he is a supporter of the arts. Many years ago there was a discussion that realized there were many existing arts groups in town that could really use financial support at the time. A fund of money was administered that year which was very effective and a number of events were held. Councilor Jepsen said that he did vote for the mural because it was the right thing to do at the right time. Councilor Jepsen felt that censorship in the arts has a long history of being problematic. There is concern that the Arts Commission would be more a censor and there is more to learn if we actually want a full Commission. Councilor Jepsen suggested creating a fund for the various arts to fund different things. He does worry that a Commission would overreach to decide what's good and what's not, which is not a good idea.

Councilor Black-Burke said that she believed there was a process in place to speak to and put forward. She believes an Arts Commission would assist our community to find people who are interested, and for them to offer their input. There are many ways to go about this. It's a Commission, but has a strong funding arm. Councilor Black-Burke spoke in favor of the Commission and believed that we could take this up with the Council through one of the Committees. It is something very needed in our town since there are so many different art components. It would add so much to our town. It would be a great place to start and give us a process. There should definitely be input from our community to see what they are thinking. Councilor Black-Burke is looking forward to having a conversation about this and seeing this move forward.

Councilor Jepsen said that there is a very strong art program in the High School and he would love to see them also included in the Arts Commission.

Mayor Trinks agreed with Councilor Jepsen. Mayor Trinks said that he hoped for a group that would work with all the various arts in town to present all their art. There are sometimes three different art events going on in town at the same time since there is no communication between all of them. If there is a Commission, it would be better communication throughout the town. This collective group of people can meet and discuss issues with each other. The next question is do we get public input first or do we refer this to the Personnel Committee first?

Councilor Jepsen asked if this was going to be a permanent commission. Councilor Jepsen said that the Council should create the commission first and then go to the Personnel Committee.

Councilor Black-Burke said that the most recent time that we had to do this, it was referred to the Personnel Committee first and then community engagement. She thought that process worked where we discussed it as Council, referred it to the Personnel Committee and then received input. Hearing from the community directly and then informing the process is the way to go.

Councilor Rampulla Bress clarified that was the process, but in addition Assistant Town Manager Colby and she did some research prior to the meeting. They developed some ideas which then the Personnel Committee invites the community to speak about what is needed. This was done once where the Commission was drawn up and presented to the Council. So this has already gone out to the community first for their input to help develop the Commission. There is a role for the community first then the Council before we start to interview members. Councilor Rampulla Bress said that policy is a small piece but this is more about advice. She thanked Councilor Jepsen for speaking of funding of the arts and gave an example of town funding. Councilor Rampulla Bress said that the Personnel Committee would be happy to take on forming the task of the Arts Commission.

Mayor Trinks said that he believed that the Arts Commission was very important to move on. Mayor Trinks stated that he is inclined to refer the Arts Commission to the Personnel Committee.

Councilor Rampulla Bress said that yes she can take this on and would love to have help from any of her fellow Councilors.

13) RESIGNATIONS AND APPOINTMENTS

MOVED by Councilor Rampulla Bress, seconded by Deputy Mayor McAuliffe, to:

- Accept the resignation of Max Kuziak from the Human Relations Commission
- Accept the resignation of Kevin Washington from the Central Connecticut Tourism District

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

14) MINUTES OF PRECEDING MEETINGS

- a) Minutes of the April 7, 2021 Special Town Council meeting

MOVED by Councilor Jepsen, seconded by Deputy Mayor McAuliffe to approve the unapproved minutes of the April 7, 2021 Special Town Council meeting as presented.

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

- b) Minutes of the April 19, 2021 Special Town Council meeting

MOVED by Councilor Jepsen, seconded by Deputy Mayor McAuliffe to approve the unapproved minutes of the April 19, 2021 Special Town Council meeting as presented.

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

- c) Minutes of the April 21, 2021 Special Town Council meeting

MOVED by Councilor Jepsen, seconded by Deputy Mayor McAuliffe to approve the unapproved minutes of the April 21, 2021 Special Town Council meeting as presented.

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

- d) Minutes of the April 26, 2021 Special Town Council meeting

MOVED by Councilor Jepsen, seconded by Deputy Mayor McAuliffe to approve the unapproved minutes of the April 26, 2021 Special Town Council meeting as presented.

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

- e) Minutes of the April 28, 2021 Special Town Council meeting

MOVED by Councilor Jepsen, seconded by Deputy Mayor McAuliffe to approve the unapproved minutes of the April 28, 2021 Special Town Council meeting as presented.

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

Councilor Walker stated that the April 5, 2021 minutes were not included in this. Town Manager Souza would look into this.

15) PUBLIC COMMUNICATIONS AND PETITIONS

Ned Bacigalupo, 89 Farmstead Lane, spoke of the Arts Commission already being approved. There is already an Art Center and asked if we are paying for this with our tax dollars. Why do we need an Arts Commission if there is an Art Center? Mr. Bacigalupo said that there are definitely smoke filled rooms on who decides who gets the job and who doesn't. Mr. Bacigalupo said that Councilor Rampulla Bress admitted there are not enough applicants or the right

applicant isn't there. He asked if with the Arts Commission would there be murals all over the town to fuel hatred to feel like the 1960's. If this affects music, there should just be a Music Commission and let the arts deal with the arts. Do a Music Commission and get rid of the Arts Commission since the Arts Center is already getting money from the town.

Councilor Rampulla Bress wanted to clarify that she did not say Mr. Bacigalupo's application would not be put through for an interview. All applicants would be interviewed, but wanted to explain that no one was interviewed this month. Please wait for the next month's meeting and you will be interviewed.

Councilor Jepsen explained that the April 5, 2021 minutes were approved at the Special Meeting of April 19, 2021.

Mayor Trinks told Councilor Walker to address the minutes at the next meeting.

16) EXECUTIVE SESSION

17) ADJOURNMENT

MOVED by Councilor Rampulla Bress, seconded by Deputy Mayor McAuliffe to adjourn the meeting at 9:05 p.m.

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

Respectfully Submitted,

Lisa Ozaki
Recording Secretary



**TOWN COUNCIL
VIRTUAL MEETING
May 10, 2021
Special Town Council Meeting**

UNAPPROVED MINUTES

1) CALL TO ORDER

Mayor Trinks called the meeting to order at 6:30 p.m.

Present: Mayor Donald Trinks, Deputy Mayor Joseph 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) DISCUSSION OF EMPLOYEE ENGAGEMENT

Town Manager Souza gave an introduction and explained what the town has done to this point regarding employee engagement. In the last 2-1/2 years, the town has supplied training to its staff on emotional intelligence and unconscious bias. He stated that 55 supervisors have gone through the training at various levels. In the fall of 2020, an organization-wide employee survey was completed with the assistance of BlessingWhite. This is the first organization-wide survey that has been completed in a dozen years. The town will use this as a tool and as a process to start a series of conversations to gain insights as to how the town is doing as an organization along with our sub-organizations and where they are. This is a continuation of what we started years ago.

Colleen Casey from BlessingWhite gave a presentation to the Council.

Town Manager Souza stated it has been an eye-opening process for him. We have asked all the departments to engage in one-on-one conversations with their staff and some have already begun that process. We've had supervisors go through additional training opportunities as well.

Deputy Mayor McAuliffe said that it looks like some of this aggregate data has been shared on a departmental level. Town Manager Souza said yes, department managers and champions did receive the information. He explained that the 'champions' were individuals on the front line or at the mid-level of the organization. They have met with their different groups and have begun digesting and engaging in the one-on-one conversations with individuals.

Councilor Dobler said it sounds like BlessingWhite has set a baseline for the town. So, moving forward do we just take BlessingWhite's suggestions and run with them? How do we move forward? Town Manager Souza responded that the reason we went with BlessingWhite is because they have a tremendous amount of digital information where supervisors and department directors can go to for help with those one-on-one conversations and give them suggestions and ideas. We would also use BlessingWhite for some one-on-one consulting. Town Manager Souza said we would continue to give this current training some time to develop and maybe in one year or so down the road, we could branch out and give training to other sub-sets of the organization.

Councilor Wilkos stated that the way this was presented is that BlessingWhite compared us to the baseline and he does not like that approach. When you look at some of the grades of 57% - 62% with managers and directors having issues, he sees that immediate improvements are needed at this level. To measure that against another organization is not a good benchmark. So, let's use this information to build on. Town Manager Souza stated that he concurred with Councilor Wilkos' comments. He added that this is a baseline and he knows that there will be all types of variations going forward, but certainly this baseline will help to move the ball forward.

Councilor Black Burke thanked Ms. Casey for the information. She asked if these slides will be shared with the Council so they can process them a little deeper and if she comes up with more questions, if Town Manager Souza would share them with the company. Town Manager Souza said yes to both questions.

Councilor Bress thanked Ms. Casey and Town Manager Souza for the presentation. She doesn't mind having outside benchmarks but agrees with Councilor Wilkos that this needs to be a priority. There are some things that were very positive in the survey, especially in terms of employees who are very dedicated and feel it's 'more than a job'. It's obvious we have some very dedicated employees, however, some of the other measures were not so positive.

Councilor Bress asked Ms. Casey how she would progress with this type of results. What does her company offer in assistance besides videos in order for an organization to move forward on these particular goals? Ms. Casey responded that they have a platform available to all. In addition to that data, we offer other resources. Some of the resources help you to understand how the organization takes action on this information. Ms. Casey explained the next steps, answered additional questions and outlined the resources available.

Councilor Bress asked what the typical amount of time is before another follow up survey should be performed. Ms. Casey answered that it can be done annually or biannually, depending on the company. The most important thing with the survey is that the organization digest the information first and deploy it before a follow up survey is initiated.

Councilor Bress stated that the results stated that some of the responsibility lies with the employees themselves. She asked Ms. Casey if BlessingWhite does work regarding core strengths. Ms. Casey stated that core strengths is integrated into some of the training they have done.

Councilor Bress stated the data that was distributed was an overview of the organization. This does not necessarily mean that every single department had the same results. There could have been anomalies or some results that skewed the data and this is a conglomerate of all the data and not specific to one department. She asked if this was correct. Ms. Casey confirmed that it was correct.

Councilor Govoni thanked Ms. Casey for her presentation. He would like to have the survey broken down by each department. He stated the town did a survey several years ago in Public Works. He'd like to see the difference between the two surveys – the one completed several years ago as compared to the current one. What has improved since we did the last survey?

Town Manger Souza appreciated all the comments. He stated the organization is continuing to make this a priority with department directors and they have developed work plans. We will continue along this front and provide the slides to Town Council members for their review.

3) REVIEW AND DISCUSSION OF DIVERSITY, EQUITY AND INCLUSION (DEI)

Town Manager Souza introduced Mr. Bird Guess from The Racial Equity Group. Town Manager Souza stated that all full-time and part-time employees are in the process of going through the training. Mr. Guess is going to walk through the fundamental concepts that were discussed with all town employees. At this point, we've had 182 part-time and full-time employees go through the base training. We've had 55 supervisors and managers go through a second training session that spoke about how to employ this in terms of standard operating practices.

Mr. Guess gave a presentation outlining Diversity, Equity and Inclusion practices.

Councilor Bress thanked Mr. Guess for the thorough presentation. It was informative and helpful. This is a good foundation for our town to use.

Deputy Mayor McAuliffe concurred with Councilor Bress that it was a good presentation.

Councilor Jepsen thanked Mr. Guess for the presentation. He asked if the Council could get a copy of these slides as well. Town Manager Souza said yes.

Councilor Bress asked what the next steps are in terms of this work. Town Manager Souza stated that is a conversation we've engaged Mr. Guess in helping us to form what those next steps might be. We have been talking at the department director level to see

how we are collecting our data and doing it in a different way. We will also look at some of our key policies and practices. Human Resources will look at, from a recruiting perspective, making sure we are getting candidate pools that are broad and diverse. They will also review the interview process to ensure it is up to date and make sure there is no unconscious bias happening there.

Councilor Black Burke wanted to thank Mr. Guess and the Town Manager for making this happen. She is definitely interested in the next steps. She asked what is going to be the cadence of the training moving forward. Town Manager Souza stated that we have not yet laid out that framework completely. Mr. Guess will help us get a sense on how we might proceed in keeping this in the forefront not only in terms of education and awareness, but with looking at our practices and policies on how we continue to move forward.

4) ADJOURNMENT

MOVED by Councilor Bress, seconded by Deputy Mayor McAuliffe to adjourn the meeting at 8:26 p.m.

Motion Passed 8-0-0 (Councilor Dobler not present)

Respectfully Submitted,

Helene Albert
Recording Secretary