



# Council Agenda

Council Chambers  
Hybrid Meeting - via Zoom and In-person at  
Town Hall in Council Chambers  
September 20, 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: 822 1335 2420
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:

Please go to the following link: <https://us02web.zoom.us/j/82213352420>

1. When prompted for participant or meeting ID enter: 822 1335 2420
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.

## **7:20 PM Public Hearing**

To hear public comment on a bond ordinance entitled, "AN ORDINANCE APPROPRIATING \$330,000 FOR COSTS IN CONNECTION WITH THE PROCUREMENT OF EQUIPMENT ASSOCIATED WITH THE DEPARTMENT OF PUBLIC WORKS FUEL STATION REPLACEMENT PROJECT; AND AUTHORIZING THE ISSUE OF \$330,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION."

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

1. ROLL CALL
2. PRAYER OR REFLECTION – Councilor Govoni
3. PLEDGE OF ALLEGIANCE – Councilor Govoni
4. PROCLAMATIONS/AWARDS
5. PUBLIC COMMUNICATIONS AND PETITIONS  
(Three minute limit per speaker)
6. COMMUNICATIONS FROM COUNCIL MEMBERS
7. REPORT OF APPOINTED BOARDS AND COMMISSIONS
  - a) Public Building Commission
  - b) Library Advisory Board
8. TOWN MANAGER'S REPORT



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9. REPORTS OF STANDING COMMITTEES
  10. ORDINANCES
  11. UNFINISHED BUSINESS
    - a) \*Approve a bond ordinance entitled, "AN ORDINANCE APPROPRIATING \$330,000 FOR COSTS IN CONNECTION WITH THE PROCUREMENT OF EQUIPMENT ASSOCIATED WITH THE DEPARTMENT OF PUBLIC WORKS FUEL STATION REPLACEMENT PROJECT; AND AUTHORIZING THE ISSUE OF \$330,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION." (Town Manager)
  12. NEW BUSINESS
    - a) \*Approve collective bargaining agreement with emergency dispatchers (Town Manager)
    - b) \*Approve acceptance of a grant from the State of Connecticut for Regional Auto Theft /Violent Crime Task Force (Town Manager)
    - c) \*Approve acceptance of a grant from the State of Connecticut to support police department youth and community program events (Town Manager)
    - d) \*Approve acceptance of a grant from the State of Connecticut for body worn cameras (Town Manager)
    - e) Approve settlement in Olszewski vs. Town of Windsor (Town Manager)
  13. \*RESIGNATIONS AND APPOINTMENTS
  14. MINUTES OF PRECEDING MEETINGS
    - a) \*Minutes of the September 13, 2021 Special Town Council Meeting
  15. PUBLIC COMMUNICATIONS AND PETITIONS  
(Three minute limit per speaker)
  16. EXECUTIVE SESSION
    - a) Strategy and negotiations with respect to pending claims and litigation (Olszewski vs Town of Windsor)
  17. ADJOURNMENT


★Back-up included

## **Agenda Item Summary**

Date: September 20, 2021

To: Honorable Mayor and Members of the Town Council

Prepared By: Robert A. Jarvis, P.E. Director of Public Works / Town Engineer

Reviewed By: Peter Souza, Town Manager 

Subject: Public Works Fuel Station Replacement Project

### Background

Two existing underground fuel storage tanks (UST) were installed in 1992 at the Windsor Department of Public Works (DPW), 99 Day Hill Road. The two USTs at the site, used for fleet fueling services, consist of a 12,000-gallon gasoline UST (with two 6,000 gallon compartments) and a 12,000 gallon diesel UST. The tanks are required to be removed prior to July 1, 2022, the end of their 30-year life expectancy. The project will include improvements to the canopy, security, pumps, and monitoring system, in addition to removal and replacement of underground fuel storage tanks

At its December 7, 2020 meeting, Council approved an appropriation of \$56,000 for design of the Department of Public Works Fuel Station Improvement project. The construction phase is currently scheduled as an FY 22 CIP project with an anticipated budget of \$762,000.

### Discussion/Analysis

Design of the DPW Fuel Station Improvements project is complete, with construction bidding anticipated in winter 2022. During the design phase, it was determined that due to long lead times, the procurement of underground storage tanks and fuel station equipment should occur in advance of the construction bid.

At this time, staff is respectfully requesting funding authorization for the procurement of the fuel station equipment for the project. Bids for the supply and storage of the equipment have been received through a competitive bid process. The selected supplier will provide secure storage for all equipment and materials until the construction phase, which is anticipated to start in June 2022.

The town procures gasoline and diesel through a bulk purchasing arrangement and currently is realizing approximately a 43% savings compared to the average retail price. Our current cost per gallon for gasoline is \$1.91 and \$1.74 for diesel. Average annual savings for FY 20 & FY 21 was \$122,020. The annual average consumption for FY 20 & FY 21 was 114,600 gallons of gasoline and 77,573 gallons of diesel fuel for town and Board of Education combined. On average, between FY 20 & FY 21 the Board of Education used 27% of the overall gasoline and

62% of the overall diesel. On an annual basis the highest users, outside of school transportation, are the police and public works departments.

#### Financial Impact

The Capital Improvement Program (CIP) for the FY 22 fiscal year allocates \$762,000 for both equipment and construction of the project.

The average annual debt service on \$330,000 based on a 15 year term at a 3.5% interest rate is \$28,200.

#### Other Board Action

None

#### Recommendations

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

##### 1) Waiving of the Reading

**“RESOLVED, that the reading into the minutes of the text of the ordinance entitled, “AN ORDINANCE APPROPRIATING \$330,000 FOR COSTS IN CONNECTION WITH THE PROCUREMENT OF EQUIPMENT ASSOCIATED WITH THE DEPARTMENT OF PUBLIC WORKS FUEL STATION REPLACEMENT PROJECT; AND AUTHORIZING THE ISSUE OF \$330,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION” is hereby waived, the full text of the ordinance having been distributed to each member of the Council and copies being made available to those persons attending this meeting; and that the full text of the ordinance be recorded with the minutes of this meeting.”**

##### 2) Approve an Ordinance

**“MOVE to approve an ordinance entitled, “AN ORDINANCE APPROPRIATING \$330,000 FOR COSTS IN CONNECTION WITH THE PROCUREMENT OF EQUIPMENT ASSOCIATED WITH THE DEPARTMENT OF PUBLIC WORKS FUEL STATION REPLACEMENT PROJECT; AND AUTHORIZING THE ISSUE OF \$330,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION.”**

#### Attachments

Bond Ordinance



**AN ORDINANCE APPROPRIATING \$330,000 FOR COSTS IN CONNECTION WITH THE PROCUREMENT OF EQUIPMENT ASSOCIATED WITH THE DEPARTMENT OF PUBLIC WORKS FUEL STATION REPLACEMENT PROJECT; AND AUTHORIZING THE ISSUE OF \$330,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION**

BE IT HEREBY ORDAINED,

Section 1. That the Town of Windsor appropriate THREE HUNDRED THIRTY THOUSAND DOLLARS (\$330,000) for costs in connection with the Department of Public Works Fuel Station Equipment Replacement Project, including the purchase of two underground fiberglass tanks, four dispensers, valving, piping, controllers, and related equipment. The appropriation may be spent for design and engineering fees, consultant fees, equipment, printing, legal fees, net interest on borrowings and other financing costs, and other expenses related to the project and its financing. The Town Engineer is authorized to determine the scope and particulars of the project and may reduce or modify the project scope, and the entire appropriation may be expended on the project as so reduced or modified.

Section 2. That the Town issue bonds or notes in an amount not to exceed THREE HUNDRED THIRTY THOUSAND DOLLARS (\$330,000) to finance the appropriation for the project. The amount of bonds or notes authorized to be issued shall be reduced by the amount of grants received by the Town for the project and not separately appropriated to pay additional project costs. The bonds or notes shall be issued pursuant to Section 7-369 of the General Statutes of Connecticut, Revision of 1958, as amended, and any other enabling acts. The bonds or notes shall be general obligations of the Town secured by the irrevocable pledge of the full faith and credit of the Town.

Section 3. That the Town issue and renew temporary notes from time to time in anticipation of the receipt of the proceeds from the sale of the bonds or notes or the receipt of grants for the project. The amount of the notes outstanding at any time shall not exceed THREE HUNDRED THIRTY THOUSAND DOLLARS (\$330,000). The notes shall be issued pursuant to Section 7-378 of the General Statutes of Connecticut, Revision of 1958, as amended. The notes shall be general obligations of the Town and shall be secured by the irrevocable pledge of the full faith and credit of the Town. The Town shall comply with the provisions of Section 7-378a of the General Statutes if the notes do not mature within the time permitted by said Section 7-378.

Section 4. That the Town Manager and either the Treasurer or the Director of Finance of the Town shall sign any bonds or notes by their manual or facsimile signatures. The Director of Finance shall keep a record of the bonds and notes. The law firm of Pullman & Comley, LLC is designated as bond counsel to approve the legality of the bonds or notes. The Town Manager and either the Treasurer or the Director of Finance are authorized to determine the amounts, dates, interest rates, maturities, redemption provisions, form and other details of the bonds or notes; to designate one or more banks or trust companies to be the certifying bank, registrar, transfer agent and paying agent for the bonds or notes; to provide for the keeping of a record of the bonds or notes; to designate a financial advisor to the Town in connection with the sale of the bonds or notes; to sell the bonds or notes at public or private sale; to deliver the bonds or notes; and to perform all other acts which are necessary or appropriate to issue the bonds or notes.

Section 5. That the Town hereby declares its official intent under Federal Income Tax Regulation Section 1.150-2 that project costs may be paid from temporary advances of available

funds and that (except to the extent reimbursed from grant moneys) the Town reasonably expects to reimburse any such advances from the proceeds of borrowings in an aggregate principal amount not in excess of the amount of borrowing authorized above for the project. The Town Manager and either the Treasurer or the Director of Finance are authorized to amend such declaration of official intent as they deem necessary or advisable and to bind the Town pursuant to such representations and covenants as they deem necessary or advisable in order to maintain the continued exemption from federal income taxation of interest on the bonds or notes authorized by this resolution, if issued on a tax-exempt basis, including covenants to pay rebates of investment earnings to the United States in future years.

Section 6. That the Town Manager and either the Treasurer or the Director of Finance are authorized to make representations and enter into written agreements for the benefit of holders of the bonds or note to provide secondary market disclosure information, which agreements may include such terms as they deem advisable or appropriate in order to comply with applicable laws or rules pertaining to the sale or purchase of such bonds or notes.

Section 7. That the Town Council, the Town Manager, the Treasurer, the Director of Finance, the Town Engineer, the Town Facilities Manager and other proper officers and officials of the Town are authorized to take all other action which is necessary or desirable to complete the project and to issue bonds or notes to finance the aforesaid appropriation.

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Bond Counsel

**ATTEST:**

\_\_\_\_\_  
Town Clerk


Distributed to Town Council	9/13/21
Public Hearing Advertised	9/15/21
Public Hearing	9/20/21
Adopted	
Advertised	
Effective Date	

## Agenda Item Summary

Date: September 20, 2021

To: Honorable Mayor and Members of the Town Council

Prepared By: Amelia Bliss, Director of Human Resources  
Don Melanson, Chief of Police

Reviewed By: Peter Souza, Town Manager 

Subject: United Public Service Employees Union (UPSEU) Public Safety Dispatchers Collective Bargaining Agreement

### Background

The collective bargaining contract with the United Public Service Employees Union (UPSEU) Public Safety Dispatchers expired on June 30, 2021. Informal discussions regarding a two year extension to the current contract took place with wages and health insurance being the only issues discussed. Management and the dispatchers have reached an agreement for a contract that runs from July 1, 2021 through June 30, 2023. Members of the employee association have ratified the proposed agreement and the Town Council is now being asked to approve the contract.

### Discussion/Analysis

#### *Active Employee Health Insurance*

The proposed contract includes the following changes to health insurance plans:

- Increasing the current employees' share of the health insurance premium contribution for the PPO and HMO plans from 21% to 22% effective after ratification of the contract, and to 23% effective July 1, 2022.
- Increasing the current employees' share of the health insurance premium contribution for the Lumenos High Deductible Health Care Plan from 16% to 17% effective July 1, 2022.
- Effective July 1, 2022, the HMO Insurance Plan will be eliminated as the plan provisions and cost are substantially similar to the PPO plan.

These changes save approximately \$1,200 in FY 22. The FY 23 savings cannot be calculated without knowing the premium or allocation rate increase for FY 23.

#### *Wages and Salary Schedule*

A review of salary increase percentages and ranges from comparable towns in our geographic area was conducted. Only two towns had settled contracts for FY 22. Their wage increase percentages were 2.25% and 2.35% respectively and their salary ranges are higher than Windsor's. Based on this, the Town and the bargaining unit have agreed to a 2.50% wage increase for both FY 22 and FY 23.

### Financial Impact

The two year incremental increase to base wages is projected to be \$14,030 after factoring in a new hire starting at the entry level step as a result of a vacancy.

In addition, the two year incremental cost of fringe and retirement benefits is projected to decrease approximately \$7,000 over FY 2021 budget. This projected decrease is a result of the new hire

being at a lower base salary and participating in the town's defined contribution plan versus the defined benefit pension plan.

Other Board Action

None

Recommendations

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

**“MOVE to approve the collective bargaining agreement between the Town of Windsor and UPSEU Local 424, Unit 10 for the period of July 1, 2021 through June 30, 2023.”**

Attachments

UPSEU Local 424, Unit 10 Collective Bargaining Agreement 7/1/21 to 6/30/23 with edits.



# **UNITED PUBLIC SERVICE EMPLOYEES UNION**

## **WINDSOR DISPATCHERS**

### **Local 424 - Unit 10**

#### **FY 22 – FY 23 Contract Extension**

#### **SUMMARY OF PROPOSED CHANGES**

##### **I. Wages - pages 13, 14 and Appendix A**

2.5% increase effective 7/1/22 and 7/1/23

##### **II. Health Insurance – pages 14 – 16 and Appendix B**

- Increasing the current employees' share of the health insurance premium contribution for the PPO and HMO plans from 21% to 22% effective after ratification of the contract, and to 23% effective July 1, 2022.
- Increasing the current employees' share of the health insurance premium contribution for the Lumenos High Deductible Health Care Plan from 16% to 17% effective July 1, 2022.
- Effective July 1, 2022, the HMO Insurance Plan will be eliminated as the plan provisions and cost are substantially similar to the PPO plan.

# Tentative Agreement

*By and Between*  
**Town of Windsor**  
*and*



**UNITED PUBLIC SERVICE EMPLOYEES UNION**

**WINDSOR DISPATCHERS**  
**Local 424 - Unit 10**

**July 1, ~~2019~~2021 through June 30, ~~2021~~2023**

This document represents the complete Tentative Agreement agreed to by the Parties on August 11, 2021, that shall be voted on by the unit membership and the Town of Windsor.

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Kristen Sweet  
Union

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Amelia Bliss  
Town

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## ARTICLE I. MANAGEMENT RIGHTS

SECTION 1.1. Management Rights. Except as specifically abridged or modified by this Agreement, the Town, through its Chief Executive or his or her designee, solely, has and will continue to retain, whether exercised or not, all of the rights, powers, and authority heretofore existing, and responsibilities to direct the affairs of the Town in all of its various aspects and to manage and direct its employees, including but not limited to the following: Determine the standards of services to be offered by the Town; determine the standard of selection for employment; direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate reasons; issue and enforce rules and regulations; maintain the efficiency of governmental operations; determine the methods, means and personnel by which the Town's operations are to be conducted; determine the content of job classifications; exercise complete control and discretion over its organization and the technology of performing its work; plan, direct, control and determine all the operations and services of the Town, to assign overtime; discipline, suspend, demote and discharge employees for just cause; change or eliminate existing methods, equipment or facilities; and fulfill all of its legal responsibilities. The above rights, responsibility, and prerogatives are inherent in the Town Manager by virtue of statutory and charter provisions and cannot be subject to any grievance or arbitration proceeding except as specifically provided for in this Agreement.

## ARTICLE II. RECOGNITION

SECTION 2.0. The Employer hereby recognizes the Union as the exclusive collective bargaining representative for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for all of the employees included in the collective bargaining unit certified by the State of Connecticut Labor Department in Case No. 2005-MBA-293, Decision #4026.

SECTION 2.1. The Union, its officers and members shall not intimidate or coerce employees into joining or remaining members of the Union; and the Town shall not intimidate or coerce employees for purposes of not joining the Union.

SECTION 2.2. Definitions. The terms hereinafter set forth shall have the following meanings:

1. "Union" shall mean the United Public Service Employees Union Local 424-Unit 10.
2. "Employer" shall mean the Town of Windsor.
3. "Employee" shall mean a member of the bargaining unit represented by the Union.
4. "Regular Full-time Employee" shall mean an employee normally scheduled to work at least a five (5) day week totaling at least forty (40) hours.



5. "Part-time Employee" shall mean an employee normally scheduled to work less than a five (5) day week totaling less than forty (40) hours per week and is employed at least 120 days per year.

### SECTION 2.3. Union Security

All present employees and all employees hired after August 5, 2019, shall be entitled to become and remain members of the Union.

SECTION 2.4. -Check-Off. The Town agrees to deduct union membership dues and/or fees as may be allowed by the law from the pay of those employees who individually and in writing authorize such deductions.

SECTION 2.5. - Deduction Period. The Town will remit once each month on or before the last day of the month in which such deductions are made, together with the list of employees from whose wages these sums have been deducted, a copy of said deductions to the Union. Such dues deductions shall continue for the duration of this Agreement and any extension thereof unless revoked by the employee. If for any reason a deduction was not made from the pay of an employee who has authorized such deduction(s), a sufficient amount will be deducted in the first pay period in which the employee has sufficient funds due him/her to bring his/her deductions up to date.

SECTION 2.6. - Indemnification. The Union agrees to indemnify the Town for any loss or damages arising from the operation of this Article. It is also agreed that neither any employee nor the Union shall have any claim against the Town for any deductions made or not made, as the case may be, unless a claim of error is made, in writing, to the Town within thirty (30) calendar days after the date such deductions were or should have been made.

SECTION 2.7. - Union Financial Officer. The Union will inform the Town of the name and title of the Union official responsible for all matters relating to dues.

SECTION 2.8. Within ten (10) working days of an employee's hire date, the Town shall provide the Unit President and the UPSEU Labor Relations Representative with the following information about newly hired bargaining unit members: first and last name; work location; pay rate; and work phone number and email address.

SECTION 2.9. The Town shall permit the Union or Unit Officer to meet with new employees hired into the bargaining unit during the first thirty (30) calendar days of employment with the Town.

## ARTICLE III. SENIORITY

SECTION 3.0. Seniority shall be determined by the length of full-time service of a regular employee from his/her full time date of hire. The Town will maintain a seniority list which shall

be revised as of January 1<sup>st</sup> each year and a copy furnished to the Union no later than February 1<sup>st</sup>. Any errors in said seniority list shall be brought to the Town's attention within thirty (30) calendar days, the list shall be deemed accurate except for those errors of which the Town has been timely notified.

SECTION 3.1. All new full-time employees covered by this Agreement shall serve a minimum probationary period of six (6) months, except that in any individual situation the Employer may, at its sole discretion, extend the probationary period to twelve (12) months. If the probationary period is extended beyond six (6) months, the Employer shall provide the employee with the reason(s) for the extension. The probationary period shall be deemed successfully completed upon notification by the Town. During the probationary period, the full-time employee shall have no seniority rights or rights granted by ARTICLE XII of this Agreement. Upon successful completion of the probationary period, the employee's seniority shall date back to the employee's date of hire for the regular full-time position.

All non-full-time employees who are members of the bargaining unit shall serve a probationary period until such time as the employee is approved to work the dispatch position "solo". Prior to approval to "solo" by the Chief of Police, the Chief of Police may terminate the employment of any such non-full-time dispatcher and said dispatcher shall have no right to the grievance procedure.

SECTION 3.2. An employee's seniority will be broken and cease when he/she:

- a. Quits;
- b. Retires;
- c. Is discharged for just cause;
- d. Obtains a leave of absence by false or misleading statements;
- e. Exceeds a leave of absence without a satisfactory explanation to the Employer;
- f. Fails to report to work within ten (10) working days after notice of recall;
- g. Accepts employment elsewhere while on a leave of absence;
- h. Is laid off for a consecutive period equal to his/her seniority or a period of eighteen (18) months, whichever is less.

SECTION 3.3. Promotions and Vacancies. Should the Town determine to fill a vacant or new position in the bargaining unit, such position shall be posted for a period of five (5) working days on bulletin boards to be provided for such purpose. The Town shall make reasonable effort to fill such positions as soon as possible.

#### ARTICLE IV. HOURS OF WORK

SECTION 4.0. The regular work week for all full-time employees covered by this Agreement shall normally consist of five (5) consecutive days on, followed by two (2) consecutive days off, eight (8) hours each day.

SECTION 4.1. Work shifts are as follows:

C Shift 2300-0700  
A Shift 0700-1500  
B Shift 1500-2300

The Employer shall retain the right to adjust this schedule in the interest of the Town.

SECTION 4.2. Thirty (30) minutes shall be allowed for mealtime, and when a dispatcher is on his/her mealtime, the on-duty supervisor shall see that the dispatching function is performed either by a member of this unit or otherwise. The thirty (30) minute mealtime may be extended to forty-five (45) minutes provided the dispatcher uses the mealtime to engage in a physical fitness workout in the Department gym and there is sufficient desk coverage to be determined by the shift supervisor.

SECTION 4.3. The bid will be posted every four months and must be completed no less than three (3) weeks prior to the start of the bid. Employees shall be entitled to bid their shift preference for each month within the four-month bid cycle based on seniority. The four-month bid period will start on the first Sunday of January, May, and September.

SECTION 4.4. Employees shall be entitled to swap their shift(s) on single day, multiple day or weekly basis. Employees are responsible for finding shift swap replacements. Such shift swap requests must be reduced to an approved form and submitted to the Supervisor twenty-four (24) hours prior to the swap for approval by the Chief of Police or his/her designee.

Such swap(s) shall not incur any additional cost to the Town. No employee shall be eligible, except in a dire emergency, to work an overtime shift if it results in his/her working more than sixteen (16) consecutive hours.

No employee shall be ordered in to work an overtime shift if it results in the employee working more than sixteen (16) hours in a twenty-four (24) hour period or thirty-two (32) hours in a forty-eight (48) hour period. No employee shall work more than forty (40) hours of overtime in a week, except in a dire emergency.

ARTICLE V. OVERTIME

SECTION 5.0. Employees shall be compensated at a rate of time and one-half for all time actually worked in excess of eight (8) hours in a single shift or a total of forty (40) hours in a week. Effective with the signing of this Agreement, all leave except sick leave and compensatory time shall be counted as time worked in the computation of overtime.

SECTION 5.1. Employees shall be required to work overtime unless excused by the shift supervisor. If it becomes necessary to schedule overtime (which shall not include regular shifts filled by non-bargaining unit personnel), the shift that becomes vacant will be offered as follows:

- 1<sup>st</sup> To full time dispatchers who are on a scheduled day off on the day of the vacant shift by order of seniority;
- 2<sup>nd</sup> To full time dispatchers who are coming off working their regularly scheduled shift just prior to the beginning of the vacant shift by order of seniority;
- 3<sup>rd</sup> To all other full-time dispatchers by seniority;
- 4<sup>th</sup> To part time dispatchers in order of seniority;
- 5<sup>th</sup> To desk qualified Police Officers.

In the event that the open shift cannot be filled using this procedure, the least senior dispatcher coming off shift will be ordered to work the first 4 hours of the empty shift and the least senior dispatcher coming on shift will be ordered to work the second 4 hours of the open shift. In the event that an on-coming dispatcher cannot be reached, the least senior dispatcher coming off will be ordered to work the entire open shift. If ordering the least senior dispatcher will result in that dispatcher working more than 16 consecutive hours, the more senior dispatcher will be ordered to work the open shift.

When a vacancy occurs which is less than two hours in duration, the Town is not required to offer the time as an open shift and has the right to fill that vacancy with reassigned non-bargaining unit personnel.

Dispatchers given preference by this procedure for a vacant overtime shift will be entitled to the shift over dispatchers with a lesser preference and will be entitled to take the shift from the dispatcher with lesser preference (bumping). Bumping will be allowed provided that at least eight (8) hours notice has been given to the dispatcher being bumped. The dispatcher taking the shift must immediately inform a supervisor of the change. Bumping will not be allowed if the vacant shift is less than eight (8) hours from the time that the vacancy occurs.

Any full-time employee ordered to work outside his/her regular shift hours shall be compensated at the rate of time and one-half for all such hours worked.

Notwithstanding the foregoing, regular full-time shifts vacant due to a full-time dispatcher taking vacation of five (5) consecutive work days or more may be filled by part-time dispatchers by the Chief of Police or his/her designee using part-time dispatchers first. If full time dispatchers are needed, the procedure set forth above will be used.

SECTION 5.2. When a regular full-time employee, after departing from his/her regularly scheduled shift, is officially ordered to report back to work, he/she shall be compensated at the applicable rate from the time he/she is notified to report to work, provided he/she reported no later than one-half hour after such notification, and that the reason for the call-back was not due to the



error or omission of the employee. If an employee is officially ordered to report back to work for mandatory training and/or meetings, he/she shall receive a minimum of four (4) hours compensation at the straight time rate or one and one-half times his/her regular rate of pay for all hours actually worked, whichever is greater.

SECTION 5.3. Full-time Bargaining unit members hired on or before July 1, 2011 may earn up to a maximum of eighty (80) hours of compensatory time, which may not be replenished, in each calendar year. Full-time Bargaining unit members hired after July 1, 2011 may earn a maximum of forty (40) hours of compensatory time, which may not be replenished, in each calendar year. The Town shall have the right to use non-bargaining unit employees to provide dispatching coverage whenever a bargaining unit member uses these compensatory hours. If a bargaining unit member is ordered to work an overtime shift, the employee will be able to earn up to a maximum of sixteen (16) additional hours of compensatory time above the eighty (80) or forty (40) hour limit set forth in this section.

SECTION 5.4. Bargaining unit members assigned as training officers shall earn fifteen (15) minutes of compensatory time, or straight time pay, per shift while training. Should the compensatory time earned while training cause the employee to exceed the allowable compensatory time limit specified in Section 5.3, the member will be allowed to accrue compensatory time above the limit for compensatory time earned, for these training shifts only.

SECTION 5.5. Full-time Bargaining unit members hired prior to July 1, 2011 shall be credited with the following leave time each year:

At the beginning of the 10th year -8 hours

At the beginning of the 15th year-16 hours

The foregoing leave time will be credited to the member's Dispatcher Leave Time account on each July 1st prior to the member's hiring anniversary date. If upon the crediting of the above amounts, those amounts plus the member's compensatory time exceeds the 80-hour limit set forth above, the member shall have 90 days to bring the number of compensatory hours below the limit. or shall be paid a sufficient number of hours of the leave time (at straight time pay) to bring the member below the limit.

SECTION 5.6. Bargaining unit members hired after July 1, 2011 shall not be eligible for Dispatcher Leave as described in SECTION 5.5.

## ARTICLE VI. HOLIDAYS

SECTION 6.0. Each full-time member of the bargaining unit may take twelve (12) of the following days as holidays:

New Year's Day	Labor Day
Martin L. King Day	Yom Kippur
Presidents Day	Veterans Day
Good Friday	Thanksgiving Day
Easter Sunday	Friday following Thanksgiving Day
Memorial Day	Day before Christmas
Independence Day	Christmas Day

SECTION 6.1. Each full-time Bargaining unit member may choose nine (9) holidays from Section 6.0 each year. For these holidays, each full-time employee will be compensated in accordance with one and only one of the following, as applicable:

- a. Employees who are not scheduled to work on a holiday, and who do not work on that holiday, shall receive his/her regular weekly pay plus eight (8) hours of straight time pay, or upon approval by the Chief, eight (8) hours of compensatory time.
- b. Employees who are not scheduled to work on a holiday, but who do work on that holiday by choice, shall receive his/her regular weekly pay plus eight (8) hours of straight time pay (or eight (8) hours of compensatory time upon the Chiefs approval, in lieu thereof), plus pay at the rate of one and one-half times their regular rate for all hours actually worked on that holiday.
- c. Employees who are not scheduled to work on a holiday, but who are ordered to work on that holiday shall receive their regular weekly pay plus eight (8) hours of straight time pay (or eight (8) hours of compensatory time upon approval of the Chief, in lieu thereof), plus pay at a rate of two times their regular pay for all hours actually worked on that holiday.
- d. Employees who are scheduled to work on a holiday and who do work on that holiday shall receive their regular weekly pay and shall receive an additional twelve (12) hours of straight time pay, or upon approval of the Chief, twelve (12) hours of compensatory time in lieu thereof.
- e. Employees scheduled to work on a holiday, but who do not work that holiday, shall treat that day as a holiday and receive no additional compensation for that day.

SECTION 6.2. Each full-time Bargaining unit member must choose three (3) holidays from Section 6.1. For these holidays, each full-time bargaining unit member will be compensated in accordance with one and only one of the following, as applicable:

- a. Employees who are scheduled off on the holiday may elect to receive eight (8) hours of pay at straight time or take another day off at a later time, but before the end of the fiscal year in which the holiday occurs.
- b. Employees who are scheduled off on the holiday and who work that day will be paid overtime in accordance with Article V., Overtime.
- c. Employees who are scheduled to work a selected holiday and who work that day will be paid their regular pay for the day and receive eight (8) hours of pay at straight time or take a day off at a later time, but before the end of the fiscal year in which the holiday occurs.

SECTION 6.3. There shall be no pyramiding of overtime under this Article or any other Article in this Collective Bargaining Agreement.

SECTION 6.4. For information on holiday pay during disability leave see Section 8.6.

## ARTICLE VII. VACATIONS

SECTION 7.0. Regular full-time employees who have successfully completed their probationary period are eligible for vacation leave as follows:

- a.

<u>Length of Continuous Service</u>	<u>Earned Vacation Leave</u>
Up to and including 5th year of service	10 days/year
6 years up to and including the 10 <sup>th</sup> year	15 days/year
Beginning the 11th year of service and beyond	20 days/year
- b. Regular full-time employees hired after July 1, 2015 are eligible for vacation leave as follows:

<u>Length of Continuous Service</u>	<u>Vacation Leave</u>
Up to and including 5th year of service	10 days/year
6 years up to and including the 15 <sup>th</sup> year	15 days/year
Beginning the 16th year of service and beyond	20 days/year

Part-time employees who become full-time employees will receive credit pro-rata for all part-time service. The credit shall be based on the number of hours worked per year divided by 2080 hours for a maximum look back period of ten (10) years.

SECTION 7.1. Maximum Accumulation of Vacation Leave. A regular full-time employee may accumulate vacation leave up to the following maximum limits:

Up to and including 5 <sup>th</sup> year of service	15 days
6 years up to and including 10 <sup>th</sup> year	22.5 days
Beginning the 11 <sup>th</sup> year of service and beyond	30 days

SECTION 7.2. A full-time employee may take earned vacation leave during the year upon approval by the Town. No employee shall take vacation leave of less than one-half (1/2) of his/her normal workday.

SECTION 7.3. Leave Requests. Requested dates for vacation leave may be granted by the Chief or his/her designee with due consideration of the wishes of the employee and the needs of the Department. The Town retains the right to limit the number of employees taking vacation leave at the same time. Whenever there is a conflict in requested vacation dates, preference shall be given to employees according to seniority, except that once an employee has received written approval of requested vacation dates, those dates may not be pre-empted by another employee.

Short notice leave requests (other than sick leave) are requests that are submitted less than forty-eight (48) hours prior to the start of the shift in which the employee is requesting to use leave. Such requests, when the 48-hour notice period occurs outside the immediate supervisor's normal work schedule, may be submitted to the on-duty patrol supervisor. If necessary, the on-duty patrol supervisor will attempt to fill the overtime in order to grant the leave request. The patrol supervisor will follow the overtime rules listed in section 5.1 through step 4 (Dispatchers only). Police officers will not be utilized for short notice leave requests. No dispatcher will be ordered to fill a short notice leave request. Nothing in this section shall be interpreted to require the town to grant leave requests that are deemed to conflict with the needs of the department as determined by the police chief or his designee.

SECTION 7.4. A full-time employee who becomes ill while on vacation leave may not charge such illness to sick leave except upon written authorization of the Chief or his/her designee.

SECTION 7.5. When a full-time employee is out for more than three (3) weeks on disability leave (as described in Section 8.5), the employee's vacation leave accrual will cease until the employee returns to work.

SECTION 7.6. Any accrued vacation pay due an employee at the time of separation from Town service, regardless of reason, shall be paid in a lump sum up to the maximum allowed under section 7.1 of this agreement. In the event of the death of the employee, the employee's estate shall receive any accrued vacation pay.



## ARTICLE VIII. LEAVE PROVISIONS

### SECTION 8.0 - SICK LEAVE

Each regular full-time and regular part-time employee whose normal work week is twenty (20) hours or more shall be eligible for sick leave with pay during and after his/her probationary period according to the following:

<u>Years of Continuous Service</u>	<u>Work Days at Full Pay Per Year</u>
Up to 2 years	5
2 years and over	10

New employees shall be eligible for sick leave at a rate of five (5) days per year from date of hire to the following July 1 on a pro-rated basis. Sick leave eligibility will be computed on a fiscal year basis each July 1. Once the employee has reached his/her second anniversary, he/she will be eligible for sick leave at a rate of ten (10) days per year from the second anniversary date to the following July 1 on a pro-rated basis. Sick leave will be renewed annually on July 1. Sick leave shall not accrue from year to year except to the extent of fifty percent (50%) of unused sick leave to a maximum of five (5) days carried into the next Fiscal year. Therefore, there shall be a maximum of ten (10) or fifteen (15) days of sick leave available in any fiscal year depending on the employee's number of years of service. Sick leave may be taken in half-day increments.

SECTION 8.1. Sick leave may be allowed by the department head for the following purposes:

- a. Personal illness, physical incapacity or bodily injury or disease not covered by workers' compensation.
- b. Enforced quarantine in accordance with public health regulations.
- c. To meet medical and dental appointments in excess of two hours duration when an employee has made reasonable efforts to secure appointments outside his/her normal working hours, provided, except in the case of an emergency, the department head is notified and approves at least one day in advance of the day on which the absence occurs. If the employee is away from the work site for more than two hours, the employee will be charged a minimum of 1/2 day sick leave.
- d. Illness or physical incapacity in the employee's immediate family, requiring his/her personal attention and resulting from causes beyond his/her control, up to a maximum of three days per year. Additional days off may be granted in the discretion of the Chief of Police or his/her designee.

SECTION 8.2. In the event of any indication of abuse of sick leave privileges, the Town may investigate any absence for which such sick leave is requested.

The Town may require proof of illness for authorized sick leave. In the judgment of the department head, proof of sick leave may include a doctor's certificate or other proof of illness from the employee's physician indicating the nature and duration of the illness. Proof of illness will not normally be needed for absences of less than three (3) days unless required by the department head. For absences of three (3) days or more, proof of illness will normally be required.

In cases where the Union and the Town agree that a problem exists, the Union leadership agrees to work with the Town in counseling employees who are found to be abusing the sick leave benefit.

SECTION 8.3. On the first day of absence from work due to illness, the employee shall report his/her illness to his/her supervisor no later than the beginning of his/her scheduled work assignment, except that where a relief employee is required, such report must be made at least one hour prior to the beginning of his/her scheduled work assignment. If an employee is absent for more than one day, he/she must notify his/her supervisor on each day of the absence, or must initially notify the supervisor of the intended date of return. Nothing in this Section shall preclude the payment of sick leave to an employee who cannot comply with provisions of this Section due to extenuating circumstances. The Town shall have the right to use part-time dispatchers or other qualified personnel to perform dispatching duties when an employee is out on sick leave, notwithstanding any other provision of this Agreement.

#### SECTION 8.4.-DISABILITY LEAVE

Sick leave benefits shall be supplemented by the Town disability income plan and shall be paid in accordance with the disability insurance policy in effect on the date of this Agreement. Each regular full-time employee and regular part-time employee whose normal work week is twenty (20) hours or more shall be eligible for disability income benefits in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Work Days at 90% of Reg. Pay</u>	<u>Work Days at 2/3 of Reg. Pay</u>
6 months up to but not including 2 years	0	255
2 years up to but not including 5 years	5	245
5 years up to but not including 10 years	20	230
10 years up to but not including 15 years	50	200
15 years and over	120	130

SECTION 8.5. Disability income payments begin the fourth day of absence due to an off-the-job accident and on the sixth day due to illness. An employee is eligible to receive payments under the disability income pay provided he/she has completed six months employment with the Town and is in work status at the completion of his/her six months employment. While it is not necessary to be confined in a hospital, the employee must be under a doctor's care in order to be eligible.

SECTION 8.6. The length of disability payments is limited to 52 weeks. When a holiday occurs during the absence of an employee who is on disability leave and receiving disability benefits from the Town, the Town shall supplement the payment, so the employee receives 100% of their regular pay for that holiday. There will be no banking of holidays that occur during disability leave.

SECTION 8.7. These provisions are subject to normal rules and regulations prescribed by the insurance company.

#### Section 8.8 -WORKER'S COMPENSATION

Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident, injury, or occupational disease that occurred while the employee was engaged in the performance of his/her duties. Employees of the Town are covered by worker's compensation insurance. The Town, in case of injury leave, shall supplement the payments of the insurance company so that the employee will receive his/her net regular pay during his/her absence, for a period not to exceed six months. In the case of injuries causing temporary disability and for absences of three days or less, the Town shall pay the employee's regular salary for such period since payments are not made under worker's compensation insurance for such accidents.

SECTION 8.9. All payments on worker's compensation leave shall be made subject to the same rules and regulations as worker's compensation insurance. If workers' compensation coverage is denied, the Town shall not be required to pay worker's compensation leave pay. Lost time under worker's compensation leave shall not be charged to vacation or sick leave accruals. The Town reserves the right to change workers' compensation insurance carrier or to self-insure.

SECTION 8.10 -BEREAVEMENT LEAVE Each regular employee who works twenty (20) or more hours per week shall be granted bereavement leave up to three days by the Chief when death occurs in the employee's or spouse's immediate family. For the purpose of this rule, "immediate family" shall include only: father, mother, sister, brother, wife, husband, children, grandparents, grandchildren, aunts or uncles by blood, marriage or adoption, and anyone who is domiciled in the employee's household. Two additional days of leave may be granted in the discretion of the Chief or his/her designee.

SECTION 8.11 -JURY DUTY Regular full-time employees shall be granted leave of absence with pay for required jury duty. In such cases, the employee shall receive that portion of his/her regular net salary which will, together with the jury pay, equal his/her regular net pay for the same period. The employee shall notify his/her department head of the scheduled jury duty in advance.

SECTION 8.12 -MILITARY LEAVE A regular full-time employee participating in field training required by the Military Reserves or National Guard shall be entitled to absent himself/herself from his/her own duties while engaged in such required field training. No such employee shall be subjected to any loss or reduction of vacation privileges. The period of absence in any calendar

year shall not exceed thirty (30) calendar days. During this period, the compensation paid to the employee for such leave of absence shall be the difference between his/her compensation for military service as evidenced by an official military statement listing his/her rank, pay, and allowances and the amount of salary or wages due as an employee of the Town. If the compensation for military service is equal to or greater than the salary or wages due as a Town employee for the period covered by such military leave, then no payment shall be made, except that normal payroll deductions for insurance purposes shall be paid by the Town during such leave. The Town Manager may allow an employee to be absent for more than 30 calendar days on military leave, by allowing the employee to use vacation time, or authorized leave without pay. An employee participating in such military training shall give his/her department head sufficient advance notice. The Town will comply with USERRA requirements regarding military leave.

SECTION 8.13 -PERSONAL LEAVE Each full-time bargaining unit member shall receive two (2) personal leave days which must be used during the fiscal year and not carried over. Requests for Personal Leave shall be submitted in accordance with Section 7.3.

In addition, employees may earn additional personal leave days by maintaining an exemplary attendance record throughout the fiscal year. If an employee uses either no or very little sick leave, disability leave, or injury leave during the fiscal year, he will earn additional personal leave days according to the following schedule:

<u>Days Absent</u>	<u>Additional Personal Days Earned</u>
0 days	3 days
8-16 hours	2 days
17-32 hours	1 day

SECTION 8.14 -EMPLOYEE BIRTHDAY Employees hired prior to July 1, 2011 shall be granted their birthday off with pay, or may choose to receive eight (8) hours of compensatory time in lieu of taking the day off. Employees whose birthday falls on their regularly scheduled day-off will receive eight (8) hours of compensatory time in lieu of their birthday off. Employees will notify their supervisor of their intention to take a birthday off or earn compensatory time under this section in the same time frames as for taking vacation leave.

Bargaining unit members hired after July 1, 2011 shall not be eligible for the birthday holiday.

## ARTICLE IX. WAGES AND BENEFITS

### SECTION 9.0.

- a. Effective and retroactive to July 1, ~~2019~~2021, all bargaining unit members shall receive a two and one-~~quarter-half~~(~~2.25~~2.50%) percent salary increase on regular and overtime wages, in accordance with Appendix A.



- b. Effective July 1, ~~2020~~2022, all bargaining unit member shall receive a two and one-quarter ~~half~~ percent (~~2.25~~2.50%) salary increase, in accordance with Appendix A.
- c. The Town has the right to implement payment of wages on a bi-weekly basis.

SECTION 9.1. Full-time employees who have not reached the maximum step on the salary schedule shall be eligible to receive a step increase each year on the annual anniversary of the completion of their probationary period. The Chief or his/her designee may deny a step increase for employees who are not performing satisfactorily. The denial shall be in writing to the employee and a copy sent to the Union setting forth the reasons for the denial.

SECTION 9.2. No full-time employee shall lose any seniority rights because of any military service including service in the National Guard or Organized Reserves. On return from military service, a full-time employee shall be reinstated to his/her former job, provided that he/she reports for duty within ninety (90) days of his/her discharge from military service.

SECTION 9.3. LONGEVITY Employees hired prior to July 1, 2011 shall earn longevity pay on the employee's full-time anniversary hiring date. Longevity is to be determined on the basis of total years of continuous full-time service in Town employment in any position based on the following schedule:

SECTION 9.4. Longevity pay for the term of this agreement shall be paid as follows:

<u>CONTINUOUS YEARS OF FULL-TIME SERVICE</u>	<u>TOTAL ANNUAL LONGEVITY PAY</u>
6 YEARS BUT LESS THAN 10 YEARS	\$325
10 YEARS BUT LESS THAN 15 YEARS	\$375
15 YEARS BUT LESS THAN 20 YEARS	\$450
20 YEARS OR MORE	\$550

Employees hired after July 1, 2011 are not eligible for longevity payments.

## ARTICLE X. INSURANCE

Effective the first day of the month following ratification of this Agreement, the following insurance benefits shall apply:

SECTION 10.0. HOSPITALIZATION AND MEDICAL PLAN. Regular full-time employees in the bargaining unit are eligible to subscribe to the Town's hospitalization and medical insurance plan upon appointment. Enrollment in the Town's hospital and medical insurance plan shall be open to all eligible full-time employees and their dependents. The hospitalization plan for eligible bargaining unit members hired prior to February 6, 2017 shall be Anthem Blue Cross Preferred Provider Plan (PPO), the Anthem Blue Care Health Maintenance Organization (HMO) and the Anthem Lumenos High Deductible Health Care Plan (HDHP). Benefits provided under these plans



shall be those prescribed by the contracts in force. Effective July 1, 2022, the HMO insurance Plan shall be eliminated and unavailable to any bargaining unit members. Any members currently insured under the HMO Plan will need to select an alternate insurance offering during the 2022 open enrollment period. The Town will remind any members impacted by this change.

The medical and hospitalization plan for bargaining unit members hired after February 6, 2017, shall be the Lumenos High Deductible Health Care Plan as set forth in Appendix B-2 & B-3,

The Town reserves the right to implement cost-containment procedures including but not limited to: second surgical opinions, out-patient testing, limited weekend hospital admissions, discharge planning, and admission planning services. The Town will provide sufficient notice to employees before such procedures are implemented, and the employee will bear no greater cost for medical services if the cost containment policies are followed. If not followed, the employee shall incur a cost of up to \$200 for hospital charges plus 25% of physician charges up to \$200.

~~Effective as soon as possible following ratification, the Town shall implement medical insurance plan changes as described in Appendix B-1 and B-2.~~

#### SECTION 10.1. COST SHARING.

Effective ~~July 1, 2018~~ the latter of September 20, 2021 or the date of ratification and approval of the contract ending June 30, 2023, for all full-time bargaining unit employees, the Town shall pay seventy-eight percent (80%-78%) of the full premium cost for the PPO insurance plan with prescription coverage, or the HMO insurance plan with prescription coverage, for the subscribing employee and his/her eligible dependents and the employee will pay twenty-two percent of the premium cost share. 20%. Effective July 1, 2022, the Town shall pay seventy-seven percent (77%) and the employee shall pay twenty-three percent (23%) of the premium cost share.

~~Effective January 1, 2020, for all full-time Bargaining unit employees, the Town shall pay 79.5% of the full premium cost for the PPO insurance plan with prescription coverage or the HMO insurance plan with prescription coverage for the subscribing employee and his/her eligible dependents and the employee will pay 20.5%.~~

~~Effective July 1, 2020, for all full-time bargaining unit employees, the Town shall pay 79% of the full premium cost for the PPO insurance plan with prescription coverage, or the HMO insurance plan with prescription coverage, for the subscribing employee and his/her eligible dependents and the employee will pay 21%~~

~~Notwithstanding the foregoing, effective July 1, 2015, for employees selecting, or required to select, the~~ Effective July 1, 2022, for members insured under the Lumenos High Deductible Health Care Plan, the Town shall pay eighty-three percent (84%83%) of the full health insurance premium cost for the coverage, ~~excluding dental coverage under Section 10.3, for each~~



~~subscribing employee and his/her eligible dependents~~ and the employee shall pay seventeen percent (16%:17%).

The Lumenos High Deductible Health Care Plan shall have a \$2,000 (single)/4,000 (double and family) annual deductible. For each employee selecting the Lumenos High Deductible Health Care Plan, the Town shall deposit fifty percent (50%) of the annual deductible (\$1,000/2,000) into the employee's HSA account. For employees enrolling in the plan during the middle of a plan year, the town's annual contribution to the deductible will be prorated and deposited upon the employee's enrollment in the plan.

~~SECTION 10.2 Effective as soon as possible following ratification of this Agreement, the health insurance and prescription plan design shall be as set forth in Appendix B-1 and B-2, attached hereto.~~

SECTION 10.3-2 DENTAL PLAN. Regular full-time employees are eligible to subscribe to the Town's dental plan upon appointment. Enrollment in the Town's dental plan shall be open to all eligible full-time employees and their dependents. The dental plan for eligible full-time employees shall be the Connecticut Blue Cross Full Service Plan for Dental Care. Benefits provided under the plan shall be those prescribed by the Connecticut Blue Cross contract in force. The Town shall pay eighty nine percent (89%) of the full premium for each regular full-time subscribing employee. The employee shall bear the remaining eleven percent (11%) of the premium cost. Employees electing to cover dependents shall pay the full cost of such dependent coverage.

SECTION 10.4-3 The Town has the option of providing hospitalization, medical and dental coverage through Blue Cross/Blue Shield for those electing Blue Cross/Blue Shield, or through another plan that provides equivalent benefits and substantially similar services. If the Town chooses to implement this option during the term of the Agreement, the Town will notify the Union prior to its implementation.

It is agreed that the purpose of such negotiation is to assure that the proposed change provides for equivalent benefits and substantially similar services, and the Union agrees not to seek improvements in its benefits or services during such negotiations. Nothing herein shall prevent the Town and Union from agreeing to improve such benefits and services by mutual agreement.

During the term of this contract, the Town shall have the right to offer additional health insurance plans with such conditions as the Town determines. Nothing in said Plan(s) shall affect coverages or premium-sharing under the Blue Cross/Blue Shield Plans presently in effect.

Coordination of Benefits. The Town may require each employee who is covered by a double or family medical plan to submit written information on the spouse's employer-provided medical insurance coverages. The purpose of such information is to reduce duplication of coverage and thus reduce premium increases.



SECTION 10.54. Health insurance benefits may be reopened by the Town upon thirty (30) days advance notice to the Union to discuss and negotiate changes to health insurance made or proposed on a Town-wide basis with the Town's other bargaining units.

SECTION 10.6-5 -NONCONTRIBUTORY GROUP LIFE TERM LIFE INSURANCE. Regular full-time employees who have completed six (6) months employment shall be eligible to subscribe to the Town's noncontributory group life insurance plan. The life insurance is payable to the employee's designated beneficiary in the event of the employee's death from any cause. The insurance benefit is based upon one and one-half times employee's annual base earnings rounded up to the next \$1,000 amount to a maximum of \$50,000.00. The Town shall pay the full premium for each eligible employee.

Benefits shall be paid in accordance with the life insurance contract in force. Eligible fulltime employees who are separated from the Town service shall have the privilege to convert the noncontributory group term life insurance to an individual policy in accordance with the life insurance contract in force.

SECTION 10.7-6 -CONTRIBUTORY GROUP TERM LIFE INSURANCE. Regular full-time employees who have completed six (6) months employment shall be eligible to subscribe to the Town's contributory group term life insurance plan. The contributory group term life insurance is payable to the employee's designated beneficiary in the event of the employee's death from any cause. The schedule of insurance benefits is based upon the employee's annual base earnings rounded up to the next higher \$1,000 amount. Benefits shall be paid in accordance with the life insurance contract in force.

The subscribing full-time employee shall pay the full contributory group term life insurance premium. The employee's premium shall be waived if total disability occurs before his/her 60th birthday. Subscribing full-time employees who are separated from the Town service shall have the privilege to convert the contributory group term life insurance to an individual policy in accordance with the life insurance contract in force.

SECTION 10.8-7 ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGE. Regular full-time employees who have completed six (6) months employment shall be covered by the Town's accidental loss of life, limb or sight insurance plan. Coverage is for the employee only in case of an off-duty accident. Benefits rendered under this plan shall be in accordance with the contract in force. The Town shall pay for the full accidental life insurance premium of each eligible employee.

SECTION 10.9-8 Regular full-time employees working less than forty (40) hours per week but more than twenty (20) hours per week will receive Town-funded medical, dental, in accordance with the number of hours worked. For example, an employee working thirty (30) hours per week will have 75% of the amount otherwise payable by the Town. Such employees may purchase the balance of their insurance premiums through a payroll deduction.



SECTION 10.109. The Town shall make available to full-time employees who wish to elect a Section 125 IRC Plan.

SECTION 10.11-10 -RETIREMENT COVERAGE. The Town's health insurance plan shall continue in effect following the retirement of the subscribing employee, in accordance with Article X., provided that the employee is at least 55 years of age, has completed at least ten years of Town service, and was hired prior to July 1, 2016. Employees hired after July 1, 2016, must be at least 55 years of age and have completed at least fifteen years of Town service to be eligible to continue the Town's health insurance plan in accordance with the provisions of Article X.

1) Spousal Coverage -The Town will also pay the cost of providing health coverage for the retiree's spouse in accordance with section 10.12 below, as follows.

a. Employees who were hired prior to July 1, 2016 must be members of the Town of Windsor Retirement Plan, and:

- 1) be at least 55 years of age and retire with 30 years of Town service as defined in the Town's retirement plan; or
- 2) be at least 65 years of age with at least 10 years of Town service as defined by the Town's retirement plan.

b. Employees who were hired on or after July 1, 2016 must be members of the Town of Windsor Retirement Plan, and:

- 1) be at least 55 years of age with 30 years of Town service as defined in the Town's retirement plan; or
- 2) be at least 65 years of age with at least 15 years of Town service as defined by the Town's retirement plan.

This provision only applies to the employee's spouse at the time of retirement. The Town will not continue to pay the cost of providing health insurance for the employee's spouse if the employee and spouse get divorced or if the spouse becomes eligible for coverage under his/her employer's benefit plan.

2) Dental Coverage -The Town will provide dental insurance for subscribing employees who take normal retirement from Town service as defined above in Section 10.11 and in accordance with Sections 10.12-11 below. Retired employees may purchase dependent dental coverage, the full cost of which will be charged to the employee.

SECTION 10.1211. Insurance Details -The hospital and medical insurance plan shall be the plan(s) available to current employees at any given time, as it may change from time to time.

For employees hired prior to January 1, 2007, for health and dental insurance the Town and retiree premium sharing shall be that which is in effect for current employees (for the plan selected by the retiree) at any given time, as it may change from time to time, to a maximum retiree share of twenty five (25%) percent of the premium. For dental coverage, the retired employee may elect to continue spousal coverage and the retired employee shall pay the full premium for spousal coverage.

For retirees who were hired after January 1, 2007, and before July 1, 2011, for health and dental insurance the Town and retiree premium sharing shall be that which is in effect for current employees (for the plan selected by the retiree) at any given time, as it may change from time to time, to a maximum retiree share of twenty five (25%) percent of the premium for the retiree coverage only and forty percent (40%) of the premium for the retiree's spouse at the time of retirement. For dental coverage, the retired employee may elect to continue spousal coverage and the retired employee shall pay the full premium for spousal coverage.

For retirees who were hired on or after July 1, 2011, for health and dental insurance the Town and retiree premium sharing shall be that which is in effect for current employees (for the plan selected by the retiree) at any given time, as it may change from time to time for the retired employee only. Their spouse at the time of retirement may elect to continue the health and dental coverage at their own expense at the Town's group premium rate. The retiree and/or spouse shall remit to the Town the costs of this coverage on a monthly basis.

No such contribution shall be made if other insurance coverage is available or becomes available to the retiree through another employer or through his/her spouse's employer. To be eligible for benefits hereunder, each retiree shall declare annually in writing under penalties of perjury that he/she does not have coverage available by completing the form required by the town. If no such written declaration is received, the Town shall be permitted to drop the coverage of retiree and spouse after due notice of such elimination of coverage is sent to the retiree and spouse's last known address by certified mail, return receipt requested. When coverage is no longer available to the retiree or his/her spouse, the retiree and spouse may re-enroll in coverage provided by the town as indicated above.

When the retiree and/or spouse become Medicare eligible, Medicare will become the primary insurance and the retiree and spouse will be eligible to enroll in the Medicare supplement plan/s offered to retirees at that time.

| Section 10.1312. Wellness Program. The Town may, during the term of this agreement, institute a wellness program, which program may include monetary and other incentives. The Town may terminate or modify said wellness program and/or incentives at its discretion.

## ARTICLE XI. UNIFORMS



SECTION 11.0. The Town shall provide at its cost all civilian dispatchers who are required to work in uniforms the required uniform. The Town shall pay for the dry cleaning of issued clothing, except shirts, provided such service is performed by a Town-approved cleaner.

## ARTICLE XII. SEPARATIONS AND DISCIPLINARY ACTIONS

SECTION 12.0. Employees who separate from Town service in good standing shall receive payment for all earned salary and vacation leave, subject to deduction for any indebtedness due the Town.

SECTION 12.1. Order of Layoffs. In the event it becomes necessary to layoff full-time employees, it shall be done in inverse order of seniority with the Town. Full-time employees subject to layoff shall be notified in writing two (2) calendar weeks prior to the effective date, but in an emergency advance notice may not be required.

SECTION 12.2. At any time during the probationary period, the Town Manager or his/her designee may remove an employee whose performance does not meet the required standards.

SECTION 12.3. An employee may be separated for disability when he/she cannot adequately perform the full duties of his/her position because of physical or mental impairment. Action may be initiated by the employee, his/her legal representative, or the Town, but in all cases must be supported by adequate medical evidence. The Town may require an examination at its expense and performed by a physician of its choice.

SECTION 12.4. The Town may discipline or terminate an employee for just cause. In the case of a termination, within 48 hours, exclusive of Saturday, Sunday, or holidays, the Town Manager and the employee shall be furnished with a written statement of such action specifically setting forth the reasons for the action and the appeals procedure. Any regular employee dismissed or disciplined shall have the right to file a grievance as provided in this Agreement. If the employee fails to file a grievance, the action of the department head or appointing authority shall be effective on the date specified.

SECTION 12.5 Records. All records of verbal reprimands shall be removed from the personnel file after six (6) months. Records of written reprimands shall be removed from the personnel file after two (2) years. Records of suspension of ten (10) days or less shall be removed from the personnel file after three (3) years. Should an officer be subject to subsequent disciplinary action, any records removed may be used to show progressive discipline. If no discipline other than oral reprimands for a period of 5 years, prior discipline cannot be used to show progressive discipline. This shall not apply to discipline resulting in a served suspension of 5 days or more.

SECTION 12.6. Handling of Citizen Complaints.

Any formal complaint by a person against a bargaining unit member shall be duly sworn to and signed by the complainant. If the person refuses to sign the complaint, the complaint shall be received and the refusal to sign shall be noted.

The above does not preclude the Chief of Police from initiating a departmental investigation upon the receipt of any type of complaint if he/she determines it to be in the best interest of the Police Department and/or the bargaining unit member involved. The investigation of a complaint must be handled in an expeditious manner by the Chief of Police and be concluded within thirty (30) days of the filing of the complaint. The thirty (30) day time period may be extended for unusual circumstances (i.e. witness may be out of town or incapacitated in a hospital, etc.). When the investigation has been concluded, the member involved shall be notified of the outcome.

### ARTICLE XIII. GRIEVANCE PROCEDURE

SECTION 13.0. The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible in order to expedite the settlement of the grievances.

SECTION 13.1. A grievance, for purposes of this procedure, shall be considered to be an employee or Union complaint concerned with matters contained in this Agreement dealing specifically with:

- a. Discharge, suspension or other disciplinary action; or
- b. Matters relative to interpretation and application of the articles and sections of this Agreement.

SECTION 13.2. Procedure. The Union shall have available the following grievance procedure on behalf of any employee who feels aggrieved concerning wages, hours, or conditions of employment or on any matter under this Agreement excepting the wage scale itself set forth herein. Time limits specified below may be extended by mutual agreement if by the nature of the grievance such is required.

Step 1. Any grievance shall be submitted in writing to the Chief of Police within ten (10) working days of the occurrence which gives rise to the grievance. In the text of the grievance, the grieving party will document that he did discuss the issue at hand with his/her supervisor, or the supervisor giving rise to the grievance, prior to the written submission. The Chief of Police or his/her designee shall render a decision within ten (10) working days of receipt of the grievance.

Step 2. If the grievant is not satisfied with the disposition of the grievance at Step 1, it shall be presented in writing to the Town Manager or his/her designee within ten (10) working days of receipt of the decision at Step 1. The Town Manager or his/her designee shall render a decision on the grievance within ten (10) working days of receipt of the grievance. Either party shall be granted a ten (10) working day extension provided written notification of such extension is received within the time frame of this Step.

Step 3. In the event the grievance is not resolved by Step 2, the Union may, within thirty (30) working days of the Town Manager's decision, submit the grievance to mediation and arbitration by the State Board of Mediation and Arbitration in accordance with its usual rules and procedures, at the same time notifying the Town's Human Resources Office of the submission.

SECTION 13.3. Time limits provided herein may be extended by written agreement of the parties.

SECTION 13.4. Any individual employee may present a grievance to his/her Employer and have the grievance adjusted, without intervention of the Union, provided the Employee first gives notification in writing to the Union with a copy to the Director of Personnel. and the adjustment shall not be inconsistent with the terms of the collective bargaining agreement. The Union shall be given prompt notice of the adjustment from the Employer.

#### ARTICLE XIV. ARBITRATION PROCEDURE

SECTION 14.1. The jurisdiction and authority of the arbitrator and his/her award shall be confined to the interpretation of the provision or provisions of this Agreement in dispute between the Union and the Employer. The arbitrator shall have no authority to modify, amend, revise, add to or subtract from any of the terms of this Agreement.

SECTION 14.2. The award of the arbitrator shall be final and binding upon all parties to this Agreement.

SECTION 14.3. Expenses, including the fees and expenses of the arbitrator shall be borne equally by the Town and the Union.

#### ARTICLE XV. CONTINUITY OF WORK

SECTION 15.0. The Town agrees that there will be no lockout of any employee or employees during the life of this Agreement. The Union agrees that during the term of this Agreement, it will not authorize, sanction or condone any strike, slowdown, or interruption of work.

#### ARTICLE XVI. NON-DISCRIMINATION

SECTION 16.0. Neither the Employer nor the Union shall discriminate against any employee due to any Federal or State of Connecticut protected class including race, religion, sex, age, color, national origin, political affiliation or physical disability other than a bona-fide condition of employment.

#### ARTICLE XVII. BULLETIN BOARDS

SECTION 17.0. The Employer will permit the use of a Bulletin Board for the posting of notices relating to Union business.

#### ARTICLE XVIII. TRAINING

SECTION 18.0. The Town shall provide stress management classes and/or instruction as it is provided to other employees of the Town.

SECTION 18.1. All authorized time spent by dispatch personnel in in-service training shall be counted as time worked in the computation of overtime. There shall be a minimum training call-out of four (4) hours and a maximum training time of eight (8) hours per session. Any authorized expenses incurred by employees in connection with assigned training will be reimbursed by the Town. "Call out" is work off-duty, non-contiguous to the employee's regular work schedule.

SECTION 18.2. The Town shall provide certified First Aid and CPR training, which will be mandatory, to all civilian dispatchers as well as re-certification as needed. The Town will develop an emergency medical dispatch system and provide appropriate training to all dispatchers under Section 18.1, above.

#### ARTICLE XIX. MISCELLANEOUS

SECTION 19.0 -Notices -Eligibility. All notices of Dispatcher Training to which the Department intends to send someone shall be posted, when possible, at least two (2) weeks prior to said training dates. All Dispatchers have the right to request that they attend when enrollment permits.

SECTION 19.1. -Position Classifications. Copies of all present, new or amended position classifications for positions covered by this Agreement shall be forwarded to the Union.

SECTION 19.2. -Insurance Contracts. The Union has the right to receive copies of the insurance contracts covering dispatcher personnel.

SECTION 19.3. -Town Council Agendas. The secretary of the Union shall receive the agenda of all Town Council meetings.

SECTION 19.4. -Information Meetings. The Town and the Union Executive Board will, at the request of either party, schedule an information meeting to be held once each month. Members of the Union Executive Board shall attend such meeting without loss of pay if such meetings are scheduled during the regular working hours of the employees involved. At such meeting the Union's opinions will be welcome in all matters affecting the dispatching function.



SECTION 19.5. During the term of this Agreement, the Town shall furnish the Union with an up-to-date list of members of the bargaining unit. When a new employee is hired in the bargaining unit, the Town shall notify the Union and furnish the Union with the name, date of employment, classification and rate of pay of the new employee. When the employment of an employee in the bargaining unit terminates, the Town shall notify the Union and furnish the name and date of termination of the employee.

SECTION 19.6. The Town shall provide a copy of this Agreement to each employee presently employed and to each new employee upon employment.

SECTION 19.7. There shall be no alteration, variation, no amendment of the terms and conditions of this Agreement, unless made and agreed to in writing by both parties. Any agreement must be ratified by the Union membership.

SECTION 19.8. The Union's Business Representative shall be permitted to visit specific job sites where bargaining unit members are employed provided such visits are at normal business hours and do not interfere with the operation of the department. It is agreed that the Union Business Representative will report to the Shift Supervisor before talking to bargaining unit members.

SECTION 19.9. The Town of Windsor agrees to continue in full force for the duration of this Agreement, those benefits and practices which are mandatory subjects of bargaining, previously granted to and enjoyed by the members of the bargaining unit but which may not be specifically mentioned herein.

SECTION 19.10. For part-time members of the bargaining unit, the Town of Windsor shall continue all present working conditions and benefits, except as specifically modified by the terms of this Agreement.

SECTION 19.11. Retirement Plans. The Town of Windsor Employee Retirement Plans as enacted and modified herein is incorporated herein by reference as part of this Agreement.

A. The Town of Windsor Employees' Defined Benefit Pension Plan shall be modified as follows:

1. Effective July 1, 2018, the employee contribution shall be 5.00%.
2. Employees hired on or after November 1, 2012, shall not be eligible to participate in the defined benefit pension plan.

B. Employees hired on or after November 1, 2012, shall participate in the Town of Windsor Defined Contribution Plan, which shall require the Town and the Employee to each contribute. Effective February 6, 2017, the town and employee shall contribute five and one-half (5.50%) of the employee's earnings.

The Town has the option of providing the Defined Contribution Plan through ICMA-~~IRC~~ or through another plan that provides substantially similar benefits and services. If the Town chooses to implement this option during the term of this Agreement, the Town will notify the Union prior to implementation.

SECTION 19.12 Mileage Allowance. If employee is required to use his or her personal vehicle for town business, there shall be a mileage allowance equal to the business travel IRS mileage allowance per mile.

#### ARTICLE XX. SAVING CLAUSE

SECTION 20.0. If any section, sentence, clause or phrase of this Agreement shall be held for any reason to be inoperative, void, or invalid, the validity of the remaining portions of this Agreement shall not be affected thereby, it being the intention of the parties in adopting this Agreement that no portion thereof, or provisions herein, shall become inoperative or fail by reason of the validity of any other portion or provision and the parties do hereby declare that they would have severally approved of the adopted provisions contained herein, separately and apart from the other. The parties agree to immediately negotiate a substitute for the invalidated article, section, sentence, clause or phrase.

#### ARTICLE XXI. ENTIRE AGREEMENT

SECTION 21.0. This Agreement constitutes the complete and entire Agreement between the parties for its term. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, it is understood and agreed that this Agreement may not be reopened for change in its items or addition of new subject matters except by mutual agreement or as required by law. In the event that any portion of this Agreement is declared invalid by a court, such invalidity shall not affect the remainder of this Agreement.

#### ARTICLE XXII. DURATION

SECTION 22.0. This Agreement shall be effective July 1, ~~2019~~2021, unless specifically mentioned otherwise herein, and shall remain in full force and effect until June 30, ~~2021~~2023, and thereafter shall continue in effect from year to year, except it may be amended at any time by mutual agreement or upon the termination date of said Agreement by giving the other party not less than one hundred fifty (150) days, nor more than one hundred eighty (180) days written notice of intention to propose amendments.

During any future periods of negotiations where there is no collective bargaining contract in force, the expired contract shall continue in full force and effect. In addition, eligible step increases shall be continued only for those regular employees employed as of the date of the contract signing.

IN WITNESS WHEREOF, the parties hereto have set their hands this ~~3<sup>rd</sup>~~20<sup>th</sup> day of September, ~~2019~~2021.

FOR THE UNITED PUBLIC  
SERVICE EMPLOYEES UNION,  
LOCAL 424, UNIT 10

FOR THE TOWN OF WINDSOR

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Kevin E. Boyle, UPSEU President

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Peter Souza, Town Manager

## APPENDIX A – PAY PLANS

### Wage Charts

<b>Full time Civilian Dispatcher</b>			
	<b>Salary Effective July 1, 2018</b>	<b>Effective/ Retroactive to July 1, 2019</b>	<b>-Effective July 1, 2020</b>
-	-	2.25% GWI	2.25% GWI
<b>Entry / Step 1</b>	<b>\$53,129.00</b>	\$54,324.40	\$55,546.70
<b>Step 2</b>	<b>\$56,519.00</b>	\$57,790.68	\$59,090.97
<b>Step 3</b>	<b>\$59,598.00</b>	\$60,938.96	\$62,310.08
<b>Step 4</b>	<b>\$62,677.00</b>	\$64,087.23	\$65,529.20
<b>Step 5</b>	<b>\$65,754.00</b>	\$67,233.47	\$68,746.22

<u>Full time Civilian Dispatcher</u>			
	<u>Salary Effective June 30, 2020</u>	<u>Effective/ Retroactive to July 1, 2021</u>	<u>Effective July 1, 2022</u>
-	-	2.50% GWI	2.50% GWI
<u>Entry / Step 1</u>	<u>\$55,546.70</u>	<u>\$56,935.37</u>	<u>\$58,358.75</u>
<u>Step 2</u>	<u>\$59,090.97</u>	<u>\$60,568.24</u>	<u>\$62,082.45</u>
<u>Step 3</u>	<u>\$62,310.08</u>	<u>\$63,867.83</u>	<u>\$65,464.53</u>
<u>Step 4</u>	<u>\$65,529.20</u>	<u>\$67,167.43</u>	<u>\$68,846.62</u>
<u>Step 5</u>	<u>\$68,746.22</u>	<u>\$70,464.88</u>	<u>\$72,226.50</u>



Part time Civilian Dispatcher			
	Hourly Rate Effective July 1, 2018	Effective/ Retroactive to July 1, 2019	Effective July 1, 2020
-	-	2.25% GWI	2.25% GWI
Entry / Starting	\$20.03	\$20.48	\$20.94
Step 1: Solo Status	\$25.01	\$25.57	\$26.15
Step 2: Solo +500 hours	\$27.53	\$28.15	\$28.78
Step 3: Step 2 + 500 hours	\$30.00	\$30.68	\$31.37

Part time Civilian Dispatcher			
	Hourly Rate Effective June 30, 2020	Effective/ Retroactive to July 1, 2021	Effective July 1, 2022
-	-	2.50% GWI	2.50% GWI
Entry / Starting	\$20.94	\$21.46	\$22.00
Step 1: Solo Status	\$26.15	\$26.80	\$27.47
Step 2: Solo +500 hours	\$28.78	\$29.50	\$30.24
Step 3: Step 2 + 500 hours	\$31.37	\$32.15	\$32.96

## APPENDIX B

### HEALTH INSURANCE

B-1 – Health and Rx Plan Prior Authorizations and Coverage Changes

B-2 – Health Insurance Plan ~~Summary~~ Summaries effective 8/1/19 and 7/1/2022

- Effective 7/1/2022 the HMO insurance plan described in Appendix B-2 shall be eliminated and not available to any bargaining unit members

B- 3 – Lumenos Health Savings Account Plan Summary

## APPENDIX B-1

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Effective 2/1/2015, the Town shall implement the following medical insurance plan changes:

1. High Cost Diagnostics Quality Management Program – Prior authorization will be required for the following non-emergency outpatient imaging services; CT, CAT, MRI, MRA, PET, SPECT. No other radiology services furnished by a participating provider (such as x-rays, mammograms, or ultrasounds) will require prior authorization. The radiology services rendered in an emergency room or rendered in an inpatient setting will not be subject to the prior authorization requirements.
2. Physical and Occupational Therapy Services – After the initial outpatient therapy visit and evaluation, future visits will require prior authorization.
2. Prescription Plan Utilization Management -
  - a. Prior authorization – will be required for specific medications, the doctor will be required to answer a few questions to determine if the patient meets the clinical criteria for the medication. If yes, the Rx is authorized; if no, other questions are asked including, will another Rx work (generic or preferred).
  - b. Step therapy – before an Rx is authorized for specialty medication, questions are asked to ensure other medications in the same drug classification have been found to be ineffective (generic, preferred brand). This ensures clinically appropriate use of specialty medications. If other medications in the same drug classification have not been used and found to be ineffective, this may be required prior to receiving authorization for non-preferred or specialty medications.
  - c. Duration Quantity Management – Ensures prescribing is being done according to manufacturer's recommendations and clinical criteria.

Effective as soon as possible following August 5, 2019, the Town shall implement the following medical insurance plan changes:

1. Remove initial, adjustment, or revision gastric bypass procedures from covered benefits. This includes, but is not limited to, and is subject to medical guidelines updates from the medical administrator, full or partial gastroenterostomy, gastroplasty, gastroenterostomy and/or placement/adjustment/removal of gastric bands. Current employees who, as of July 1, 2019, who have already undergone gastric surgery shall remain eligible for this benefit.
2. Domestic partners are no longer eligible for insurance benefits under the Town of Windsor's benefit plans.
3. The health and prescription benefit plans will limit infertility treatment to the state mandated benefit.



# Town of Windsor Health Plan Comparison

**APPENDIX B-2**

**DISPATCHERS**

**Effective: 8/1/2019**

	<b>CENTURY PREFERRED</b> 008053-044/045 HBP 001	<b>BLUE CARE PLUS I</b> 008053-044/045 HBP 002
<b>Costshares</b>	<p>In-Network services subject to copays Out-of-Network services subject to deductible and coinsurance</p> <p>Copay - \$35 Office Visit, \$40 Specialist Office Visit \$125 Emergency Room (waived if admitted), \$75 Urgent Care Centers \$200 Outpatient Surgery, Inpatient \$175 per day \$525 per stay/\$1,575 maximum per calendar year \$100 Ambulatory Surgery Copay Out of Network Deductible - \$600/\$1,000/\$1,400 Cost Share Maximum \$1,600/\$2,800/\$4,000 Lifetime Maximum In-Network - Unlimited</p>	<p>Copay - \$35 Office Visit, \$40 Specialist Office Visit \$125 Emergency Room (waived if admitted), \$75 Urgent Care Centers 20% DME, Prosthetics Copay</p> <p>\$200 Outpatient Surgery, Inpatient \$175 per day \$525 per stay/\$1,575 maximum per calendar year</p> <p>Lifetime Maximum In-Network - Unlimited</p>
<b>Preventive Care</b>		
Pediatric	<p>No Copay Covered according to age-based schedule Out of Network - subject to deductible and co-in</p>	<p>No Copay Covered according to age-based schedule</p>
Adult	<p>No Copay Covered according to age-based schedule Out of Network - subject to deductible and co-in</p>	<p>No Copay Covered according to age-based schedule</p>
Vision	<p>\$40 Copay Covered once every two years Out of Network - subject to deductible and co-in</p>	<p>No Copay Covered once every 24 months</p>
Hearing	<p>No Copay Covered once every two years as part of routine exam</p>	<p>No Copay Screening part of physical exam</p>
Gynecological	<p>No Copay Covered once per year Out of Network - subject to deductible and co-in</p>	<p>No Copay Covered once every year</p>
<b>Medical Services</b>		
Medical Office Visit	<p>\$35 Copay - PCP; \$40 Copay - Specialist Out of Network - subject to deductible and co-in</p>	<p>\$35 Copay - PCP \$40 Copay - Specialist</p>
Outpatient PT/OT/ST/Chiro	<p>No Charge 50 Combined visits per member per calendar year ( for PT/OT/Chiro) <b>PT/OT subject to prior authorization</b></p>	<p>\$40 Copay Unlimited visits subject to medical necessity <b>PT/OT subject to prior authorization</b></p>
Allergy Services	<p>\$40 Copay for office visits and testing No copay for injections 80 visits in 3 years Out-of-Network deductible and coinsurance</p>	<p>\$40 Copay for office visits and testing No copay for injections maximum benefit - 60 visits in 2 years</p>
Diagnostic Lab & X-ray	<p>Covered Out-of-Network deductible and coinsurance <b>Out patient, non-emergency high-cost diagnostics subject to prior auth.</b></p>	<p>Covered <b>Out patient, non-emergency high-cost diagnostics subject to prior auth.</b></p>
Inpatient Medical Services	<p>Covered Out-of-Network deductible and coinsurance</p>	<p>Covered</p>
Surgery Fees	<p>Covered Out-of-Network deductible and coinsurance</p>	<p>Covered</p>
Office Surgery	<p>Covered</p>	<p>Covered</p>
Outpatient Mental Health/ Substance Abuse	<p>\$40 specialist copay Out-of-Network deductible and coinsurance</p>	<p>\$40 specialist copay</p>
<b>Emergency Care</b>		
Emergency Room	<p>\$125 Copay (waived if admitted)</p>	<p>\$125 Copay (waived if admitted)</p>
Urgent Care	<p>\$75 Copay Urgent Care Network must be utilized for coverage</p>	<p>\$75 Copay Urgent Care Network must be utilized for coverage</p>
Ambulance	<p>Covered</p>	<p>Covered</p>

# Town of Windsor Health Plan Comparison

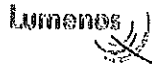
**APPENDIX B-2**

**DISPATCHERS**

**Effective: 8/1/2019**

<b>Inpatient Hospital</b> General/Medical/ Surgical/Maternity (Semi-private)	Pre-certification required Per Admission Copay Inpatient \$175 per day \$525 per stay Out-of-Network deductible and coinsurance	All hospital admissions require pre-cert Covered Per Admission Copay (above) Inpatient \$175 per day \$525 per stay
Ancillary Services (Medication, Supplies)	Covered Out-of-Network deductible and coinsurance	Covered
Psychiatric	Per Admission Copay Inpatient \$175 per day \$525 per stay Out-of-Network deductible and coinsurance	Per Admission Copay Inpatient \$175 per day \$525 per stay
Substance Abuse/ Detox	Per Admission Copay Inpatient \$150 per day \$450 per stay Out-of-Network deductible and coinsurance	Per Admission Copay Inpatient \$150 per day \$450 per stay
Rehabilitative	Covered up to 60 days per condition Per Admission Copay Inpatient \$175 per day \$525 per stay Out-of-Network deductible and coinsurance	Covered up to 60 days per condition Per Admission Copay Inpatient \$175 per day \$525 per stay
Skilled Nursing Facility	Covered up to 120 days per calendar year Per Admission Copay Inpatient \$175 per day \$525 per stay Out-of-Network deductible and coinsurance	Covered up to 90 days per calendar year Per Admission Copay Inpatient \$175 per day \$525 per stay
Hospice	Covered up to 60 days In-network Per Admission Copay (above) Out-of-Network deductible and coinsurance	Covered
<b>Outpatient Hospital</b> Outpatient Surgery Facility Charges	In-network \$200 Copay Out-of-Network deductible and coinsurance	In-network \$200 Copay Covered
Diagnostic Lab & X-ray	Covered Out-of-Network deductible and coinsurance	Covered; Dx X-ray subject to copay when performed in hospital as standalone procedure
Pre-Admission Testing	Covered Out-of-Network deductible and coinsurance	Covered
<b>Other Services</b> Durable Medical Equipment	Covered Out-of-Network deductible and coinsurance	20% coinsurance up to \$1,000 per calendar year Unlimited for specific items of DME
Prosthetics	Covered Out-of-Network deductible and coinsurance	20% coinsurance to \$1000 maximum per calendar year (Replacement requires prior authorization)
Home Health Care	200 visits per calendar year Out-of-Network deductible and coinsurance	Covered (Prior Authorization Required)
Medco Prescription (Prior auth, Step Therapy, and DQM)	Retail 30 dsy -\$10 generic/\$25 form. brand/\$45 nonform. Brand Mail Order \$20 generic/\$50 form. brand/\$90 nonform. brand Mail Order mandatory after 1st 90 days (upon 1st refill)	Retail 30 dsy -\$10 generic/\$25 form. brand/\$45 nonform. brand Mail Order \$20 generic/\$50 form. brand/\$90 nonform. brand Mail Order mandatory after 1st 90 days (upon 1st refill)

## APPENDIX B-3



### Lumenos HSA Plan Summary

The Lumenos<sup>®</sup> HSA plan is designed to empower you to take control of your health, as well as the dollars you spend on your health care. This plan gives you the benefits you would receive from a typical health plan, plus health care dollars to spend your way. And you'll have access to personalized services and online tools to help you reach your health potential.

#### Your Lumenos HSA Plan

##### First -- Use your HSA to pay for covered services:

###### Health Savings Account

With the Lumenos Health Savings Account (HSA), you can contribute pre-tax dollars to your HSA account. Others may also contribute dollars to your account. You can use these dollars to help meet your annual deductible responsibility. Unused dollars can be saved or invested and accumulate through retirement.

###### Contributions to Your HSA

For 2017, contributions can be made to your HSA up to the following:

\$3,400 individual coverage  
\$6,750 family coverage

Note: These limits apply to all combined contributions from any source including HSA dollars from incentives.

##### Earn More Money for Your Account

What's special about your Lumenos HSA plan is that you may earn additional funds for your health account through the Healthy Rewards incentive program.

###### Healthy Rewards

If you do this:

Future Moms  
Healthy Lifestyles Online  
Enroll in ConditionCare  
Graduate from ConditionCare

You can earn this in your HSA:

up to \$200  
up to \$150  
\$100  
\$200

To receive funds earned through the Healthy Rewards program, you must have an open HSA with Mellon Bank or with another bank through which your employer is sponsoring your HSA.

Some eligibility requirements apply. See page 2 for program descriptions.

##### Plus -- To help you stay healthy, use:

###### Preventive Care

100% coverage for nationally recommended services. Included are the preventive care services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits.

###### Preventive Care

No deductions from the HSA or out-of-pocket costs for you as long as you receive your preventive care from an in-network provider. If you choose to go to an out-of-network provider, your deductible or Traditional Health Coverage benefits will apply.

##### Then --

###### Your Bridge Responsibility

The Bridge is an amount you pay out of your pocket until you meet your annual deductible responsibility. Your bridge amount will vary depending on how many of your HSA dollars, if any, you choose to spend to help you meet your annual deductible responsibility. If you contribute HSA dollars up to the amount of your deductible and use them, your Bridge will equal \$0.

HSA dollars spent on covered services plus your Bridge responsibility add up to your annual deductible responsibility.

Health Account + Bridge = Deductible

###### Bridge

Your Bridge responsibility will vary.

###### Annual Deductible Responsibility

\$2,000 individual coverage  
\$4,000 family coverage

##### If Needed --

###### Traditional Health Coverage

Your Traditional Health Coverage begins after you have met your Bridge responsibility.

###### Traditional Health Coverage

After your bridge, the plan pays:

100% for in-network providers 80% for out-of-network providers

###### Additional Protection

For your protection, the total amount you spend out of your pocket is limited. Once you spend that amount, the plan pays 100% of the cost for covered services for the remainder of the plan year.

###### Annual Out-of-Pocket Maximum

In-Network Providers:

\$5,000 individual coverage  
\$6,850 family coverage

Out-of-Network Providers:

\$5,000 individual coverage  
\$10,000 family coverage

Your annual out-of-pocket maximum consists of funds you spend from your HSA, your Bridge responsibility, your cost share amounts and coinsurance.

If you have questions, please call toll-free 1-888-224-4896.





## Lumenos HSA Plan Summary

### Healthy Rewards Program

Your employer will provide you with additional health care dollars in your HSA for the following:

**Future Moms:** Individualized obstetric support for expectant high-risk and non-high-risk mothers. Members can earn up to a \$200 Future Mom's incentive. This includes three milestones: \$100 initial enrollment, \$50 interim, and \$50 postpartum; timing and rules apply.

**Healthy Lifestyles Online:** Each adult family member can earn up to \$150 each year. Members earn a \$50 incentive at each 3,000, 5,000 and 10,000 point milestone. Your employees can quickly achieve their first milestone of 3,000 points by completing the Well-Being Assessment and setting up their Well-Being Plan.

**Enroll In ConditionCare: (Incentive \$100)** Disease management for prevalent, high-cost conditions (asthma, diabetes, chronic obstructive pulmonary disease, coronary artery disease and heart failure). Each family member can get one incentive per year. In the first year and later years, members must stay qualified to enroll and earn incentives. Members who have more than one health problem will enroll in one combined program — not separate ones for each condition.

**Graduate from ConditionCare: (Incentive \$200)** There's no limit to the number of family members that can graduate and earn the incentive. Each family member can earn one credit per year. In the first year and later years, members must stay qualified to enroll, graduate and earn incentives. Members who have more than one health problem will graduate from one combined program — not separate ones for each condition.

To receive funds earned through Healthy Rewards, you must have an open HSA bank account or with another bank through which your employer is sponsoring your HSA.

### Summary of Covered Services

#### Preventive Care

Anthem's Lumenos HSA plan covers preventive services recommended by the U.S. Preventive Services Task Force, the American Cancer Society, the Advisory Committee on Immunization Practices (ACIP) and the American Academy of Pediatrics. The Preventive Care benefit includes screening tests, immunizations and counseling services designed to detect and treat medical conditions to prevent avoidable premature injury, illness and death.

All preventive services received from an in-network provider are covered at 100%, are not deducted from your HSA and do not apply to your deductible. If you see an out-of-network provider, then your deductible or out-of-network coinsurance responsibility will apply.

The following is a list of covered preventive care services:

#### Well Baby and Well Child Preventive Care

Office Visits through age 18; including preventive vision exams.

Screening Tests for vision, hearing, and lead exposure. Also includes pelvic exam, Pap test and contraceptive management for females who are age 18, or have been sexually active.

#### Immunizations:

Hepatitis A  
Hepatitis B  
Diphtheria, Tetanus, Pertussis (DtaP)  
Varicella (chicken pox)  
Influenza — flu shot  
Pneumococcal Conjugate (pneumonia)  
Human Papilloma Virus (HPV) — cervical cancer  
H. Influenza type b  
Polio  
Measles, Mumps, Rubella (MMR)

#### Adult Preventive Care

Office Visits after age 18; including preventive vision exams.

Screening Tests for vision and hearing, coronary artery disease, colorectal cancer, prostate cancer, diabetes, and osteoporosis. Also includes mammograms, as well as pelvic exams, Pap test and contraceptive management.

#### Immunizations:

Hepatitis A  
Hepatitis B  
Diphtheria, Tetanus, Pertussis (DtaP)  
Varicella (chicken pox)  
Influenza — flu shot  
Pneumococcal Conjugate (pneumonia)  
Human Papilloma Virus (HPV) — cervical cancer

If you have questions, please call toll-free 1-888-224-4896.



## Lumenos HSA Plan Summary

### Summary of Covered Services (Continued)

#### Medical Care

Anthem's Lumenos HSA plan covers a wide range of medical services to treat an illness or injury. You can use your available HSA funds to pay for these covered services. Once you spend up to your deductible amount for covered services, you will have Traditional Health Coverage available to help pay for additional covered services.

The following is a summary of covered medical services under Anthem's Lumenos HSA plan:

- Physician Office Visits
- Inpatient Hospital Services
- Outpatient Surgery Services
- Diagnostic X-rays/Lab Tests
- Emergency Hospital Services
- Inpatient and Outpatient Mental Health and Substance Abuse Services
- Maternity Care
- Chiropractic Care
- Prescription Drugs
- Home health care and hospice care
- Physical, Speech and Occupational Therapy Services
- Durable Medical Equipment

Some covered services may have limitations or other restrictions.\* With Anthem's Lumenos HSA plan, the following services are limited:

- Skilled nursing facility services limited to 120 days per calendar year.
- Home health care services are limited to 200 visits per calendar year.
- Inpatient rehabilitative services limited to 100 days per member per calendar year.
- PT, OT, ST, and chiropractic services limited to 50 combined visits per member per calendar year.
- Inpatient hospitalizations require authorizations.
- Your Lumenos HSA plan includes an unlimited lifetime maximum for in- and out-of-network services.

\* For a complete list of exclusions and limitations, please reference your Certificate of Coverage.

#### Prescription Drugs – copay after deductible (when purchased from a network pharmacy\*)

##### Retail (30 day supply)

\$10 Tier 1 copayment  
\$25 Tier 2 copayment  
\$40 Tier 3 copayment

##### Mall Order (90 day supply)

\$10 Tier 1 copayment  
\$50 Tier 2 copayment  
\$80 Tier 3 copayment

\* For the out-of-network benefit, refer to the Traditional Health Coverage section.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

If you have questions, please call toll-free 1-888-224-4896.



## Lumenos HSA Plan Summary

This summary is a brief outline of the benefits and coverage provided under the Lumenos plan. It is not intended to be a complete list of the benefits of the plan. This summary is for a full year in the Lumenos plan. If you join the plan mid-year or have a qualified change of status, your actual benefit levels may vary.

Additional limitations and exclusions may apply.



In Connecticut, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans, Inc. In New Hampshire Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of New Hampshire, Inc. In Maine, Anthem Blue Cross and Blue Shield is the trade name of Anthem Health Plans of Maine, Inc., Independent licensees of the Blue Cross and Blue Shield Association. ® Registered marks Blue Cross and Blue Shield Association. ® LUMENOS is a registered trademark.

If you have questions, please call toll-free 1-888-224-4896.




## Agenda Item Summary

Date: September 20, 2021

To: Honorable Mayor and Members of the Town Council

Prepared By: Donald Melanson, Chief of Police

Reviewed By: Peter Souza, Town Manager 

Subject: Federal Coronavirus Relief Funds

### Background

In mid-August, the police department received notification that it is eligible to apply for up to \$35,000 in Coronavirus Relief Funds (CRF) which are administered by the Connecticut Office of Policy and Management (OPM).

Our department was selected for these funds in part for our expected participation in task forces and other coordinated efforts in our region related to pandemic-related public health and public safety needs. Across the state, larger police municipalities have been tasked with forming regional task forces to combat an increase in vehicle thefts and car burglaries occurring across the state. The Hartford police department is creating a regional task force that includes many towns in the greater Hartford region to address this uptick in crimes which is titled the "Regional Auto Theft / Violent Crimes Task Force." This task force will include, but not be limited to, the following municipalities: East Hartford, West Hartford, Windsor, Bloomfield, Wethersfield, Newington, Manchester, Glastonbury, Manchester, Enfield, Bristol, New Britain, Rocky Hill, Cromwell, Avon and South Windsor.

### Discussion / Analysis

The CRF is being made available to support unbudgeted, unanticipated payroll expenses occurring between August 9, 2021 and December 31, 2021. Per the specifications of the grant program, the funds must be obligated by December 31, 2021.

The police department is committed to assisting this regional effort by providing one police officer to the regional task force in a full-time capacity, with other officers assisting when needed on an overtime basis. The department will maintain eligible payroll expenses for personnel dedicated to this task force and submit them for reimbursement. As funds must be obligated by December 31, 2021, the department will reevaluate the effectiveness of its involvement on the task force and determine whether staffing will allow for continued participation.

It is anticipated that the \$35,000 grant amount will cover all payroll expenses related to the police department's participation in this region-wide effort through December 31, 2021.

### Financial Impact

The police department is eligible to be reimbursed for \$35,000 in payroll expenses through December 31, 2021. The department does not anticipate to incur any additional operational expenses related to participating in the task force.



Other Board Action

None

Recommendation

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

**“MOVE to authorize the Police Department to accept a reimbursement grant from the State of Connecticut Office and Policy Management up to the amount of \$35,000 for payroll expenses related to the participation in the Regional Auto Theft / Violent Crimes Task Force.”**

Attachments


None

## Agenda Item Summary

Date: September 20, 2021

To: Honorable Mayor and Members of the Town Council

Prepared By: Donald Melanson, Chief of Police

Reviewed By: Peter Souza, Town Manager 

Subject: Youth Services Prevention / Youth Violence Prevention Initiative

### Background

The Connecticut Judicial Branch provides grant funds to support youth service programs throughout the state. In recent years, the police department has participated in this grant program to support our ongoing youth programs.

The police department has utilized these funds to establish community events such as our Community Block Parties at Sharshon, Lancaster, and Deerfield Parks, National Night Out, Drive-In Movie Nights, youth field trips, Turkey Drives, Toy Drives, and other events coordinated with Windsor's Youth Services Bureau.

### Discussion / Analysis

The police department has received notice that we have again been selected to receive grant funds in the amount of \$10,000 in each of the State of Connecticut's fiscal years FY22 and FY23. A limitation on these funds is that they not be used to offset personnel costs.

In previous years, the police department has used these funds to purchase equipment and supplies that are needed to host these community events and to provide opportunities for positive police interactions with our youth. Our Community Relations Officer and two Youth Engagement Officers are continuously working with the Youth Services Bureau, Parks and Recreation, and our elementary, middle, and high schools to coordinate community-based events that build and maintain community trust in our police department.

Officers are in the process of developing new programs to continue our outreach with the town's youth. Some of these new initiatives include a police / youth bowling league and boys and girls officer mentor groups with our town schools.

### Financial Impact

The police department is eligible to be reimbursed for \$10,000 in FY22 and \$10,000 in FY23. The department does not anticipate to incur any additional operational expenses that are not addressed in the police department's FY22 budget.

### Other Board Action

None

Recommendation

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

**“MOVE to authorize the Police Department to accept a grant from the State of Connecticut Judicial Branch for \$10,000 in FY22 and \$10,000 in FY23 for expenses related to Police Department Youth and Community Events.”**

Attachments


None

## Agenda Item Summary

Date: September 20, 2021

To: Honorable Mayor and Members of the Town Council

Prepared By: Donald Melanson, Chief of Police

Reviewed By: Peter Souza, Town Manager 

Subject: Body Worn Camera Reimbursement Grant

### Background

In March of 2021, the police department implemented a Body Worn Camera video recording system (BWC's) as part of its ongoing plan to continue building trust in the community by providing increased transparency, greater oversight, and accountability of police actions.

The Body Worn Cameras work in conjunction with the Mobile Video Recorders implemented by the department in 2017. Since March, the BWC's, working in unison with the mobile video recorders, have proven invaluable in validating officer accountability and performance. With the implementation of these cameras, the Police Department is in compliance with the recently passed Police Accountability Law that requires all law enforcement officers utilize Body Worn Cameras and Police In-Car Video by July 1, 2022. This law also provided partial funding to implement these systems, however at the time of passage, the amount of funding for each agency had yet to be determined.

### Discussion / Analysis

Funds to purchase the Body Worn Cameras were authorized by the Town Council in Fiscal Year 2021 from the Police Private Duty Special Revenue Fund in the amount of \$135,000.

Police Department staff have submitted eligible expenses for reimbursement from the State of Connecticut to assist in offsetting the costs to implement the Body Worn Camera System. The Police Department is eligible to receive \$39,534 as part of this grant program. The State of Connecticut grant does not allow for ongoing program costs related to video storage or equipment maintenance.

### Financial Impact

The Police Department is eligible to be reimbursed for Body Worn Camera expenses in the amount of \$39,534. It is recommended that these funds be placed in the Police Private Duty Account. Ongoing annual operating costs are \$45,000 and will be funded through the department's General Fund budget.

### Other Board Action

None



Recommendation

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

**“MOVE to authorize the Police Department to accept reimbursement from the State of Connecticut in the amount of \$39,534 for expenses related to the implementation of the Body Worn Camera System and to place these funds into the Police Private Duty Account.”**

Attachments

None



## **Town Council**

# **Resignations/Appointments/Reappointments September 20, 2021**

## **Resignations**

None

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

A. One *Democratic* Member

Board of Ethics

Five Year Unexpired Term to expire July 31, 2023 or until a successor is appointed  
(George Morganthaler – deceased)

**“MOVE to APPOINT Sarah Garry as a Democratic member to the Board of Ethics for a five year unexpired term to expire July 31, 2023 or until a successor is appointed.”**

B. One *Democratic* Member

Human Relations Commission

Three Year Term to expire May 31, 2024 or until a successor is appointed  
(Max Kuziak – resigned)

**“MOVE to APPOINT Linda Massa as an Unaffiliated member to the Human Relations Commission for a three year term to expire May 31, 2024 or until a successor is appointed.”**

C. One *Democratic (Landlord)* Member

Fair Rent Commission

Three Year Term to expire March 31, 2024 or until a successor is appointed  
(James McQueeney – resigned)

**“MOVE to APPOINT Dawn Zukowski as a Democratic Landlord member to the Fair Rent Commission for a three year term to expire March 31, 2024 or until a successor is appointed.”**

D. One *Democratic* Member

Board of Ethics

Five Year Unexpired Term to expire July 31, 2024 or until a successor is appointed

(Patrick Ring – resigned)

**“MOVE to APPOINT Robert Mack as a Democratic member to the Board of Ethics for a five year unexpired term to expire July 31, 2024 or until a successor is appointed.”**

E. One *Republican* Member

Human Relations Commission

Three Year Term to expire March 31, 2024 or until a successor is appointed

(Ann McAdams – resigned)

**“MOVE to APPOINT Castella Copeland as an Unaffiliated member to the Human Relations Commission for a three year term to expire March 31, 2024 or until a successor is appointed.”**

F. One *Democratic* Member

Windsor Housing Authority

Five Year Term to expire July 31, 2026 or until a successor is appointed

(Robert Mack – term expired)

**“MOVE to APPOINT Harry Freeman as a Democratic member to the Windsor Housing Authority for a five year term to expire July 31, 2026 or until a successor is appointed.”**

G. One *Democratic* Member

Inland Wetlands and Watercourses Commission

Four Year Term to expire March 31, 2024 or until a successor is appointed

(James Walton – resigned)

**“MOVE to APPOINT Keegan Elder as a Democratic member to the Inland Wetlands and Watercourses Commission for a four year term to expire March 31, 2024 or until a successor is appointed.”**

H. One *Democratic Alternate* Member

Town Planning & Zoning Commission

Two Year Term to expire November 11, 2023 or until a successor is appointed

(Lawrence Jaggon – moved from alternate to regular membership)

**“MOVE to APPOINT Deborah Hallowell as a Democratic Alternate member to the Town Planning & Zoning Commission for a two year term to expire November 11, 2023 or until a successor is appointed.”**

I. One *Democratic Alternate Landlord* Member

Fair Rent Commission

Three Year Term to expire March 31, 2024 or until a successor is appointed

(Ronald Gaylord – moved up from alternate to regular member)

**“MOVE to APPOINT Hope Ploszaj as a Republican Alternate Landlord member to the Fair Rent Commission for a three year term to expire March 31, 2024 or until a successor is appointed.”**

J. One *Democratic Homeowner* Member

Fair Rent Commission

Three Year Term to expire March 31, 2024 or until a successor is appointed

(William Donegan – deceased)

**“MOVE to APPOINT Tylon Chaney as an Unaffiliated Homeowner member to the Fair Rent Commission for a three year term to expire March 31, 2024 or until a successor is appointed.”**

K. One *Republican* Member

Board of Ethics

Five Year Term to expire July 31, 2026 or until a successor is appointed

(Michael Champlin – reappointment)

**“MOVE to REAPPOINT Michael Champlin as a Republican member to the Board of Ethics for a five year term to expire July 31, 2026 or until a successor is appointed.”**

L. One *Democratic* Member

Library Advisory Board

Three Year Term to expire April 30, 2024 or until a successor is appointed

(Betty Hellerman – reappointment)

**“MOVE to REAPPOINT Betty Hellerman as a Democratic member to the Library Advisory Board for a three year term to expire April 30, 2024 or until a successor is appointed.”**

**Names submitted for consideration of appointment**

None





**TOWN COUNCIL  
HYBRID MEETING  
September 13, 2021  
Regular Town Council Meeting  
Council Chambers**

**UNAPPROVED MINUTES**

**1) CALL TO ORDER**

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

Present: Mayor Donald Trinks, Councilor Nuchette Black Burke, Councilor Lisa Rampulla Bress, Councilor James Dobler, Councilor James Govoni, Councilor Donald Jepsen, Councilor Kenneth Wilkos, and Councilor Len Walker

Absent: Deputy Mayor Joseph McAuliffe

**2) PRAYER OR REFLECTION**

Councilor Dobler led the group in prayer.

**3) PLEDGE OF ALLEGIANCE**

Councilor Dobler led the group in the Pledge of Allegiance.

**4) PROCLAMATIONS AND AWARDS - None**

**5) PUBLIC COMMUNICATIONS AND PETITIONS**

Susan Miller, 130 Palisado Avenue, thanked town staff for the planning and organization of the 9/11 event this past Saturday. Ms. Miller thanked Councilor Rampulla Bress for her work and leadership on the Personnel Committee and expressed excitement that the town is engaged and wants to do this work.

Coralee Jones, 1171 Matianuck Avenue, commented on the most recent Personnel Committee meeting and asked for clarification on the committee appointment process. Ms. Jones expressed concerns that the only minority member of the Windsor Housing Authority was not reappointed and felt that an open exchange of opinions was not always welcomed. Ms. Jones questioned if the procedures were followed in line with normal practices and stated that members of the Town Council and the head of the Democratic Town Committee have been accused of and are being sued for personnel related actions deemed racist. Ms. Jones stated that the town is responsible for legal fees of council members. Ms. Jones requested that the Personnel Committee explain why the person is no longer qualified to serve on the Housing Authority and would like to know if all normal procedures were followed in the appointment process.



Paul Panos, 48 Brookfield Road, expressed concerns regarding the most recent Personnel Committee meeting in which Windsor Housing Authority (WHA) Commissioner Robert Mack was replaced by Harry Freeman. Mr. Panos stated that, during the meeting, Councilor Walker questioned why Mr. Mack was being interviewed since it is common to renew appointments of current members and why Councilor Walker was not permitted to ask such questions. Mr. Panos asked if there are guidelines to determine when a sitting commissioner is interviewed for reappointment. Mr. Panos stated that Councilor Bress is named in a lawsuit involving the Windsor Housing Authority and she would normally be expected to recuse herself from decisions affecting the Windsor Housing Authority. Mr. Panos stated that it is unusual for committee council members to be cut off from asking questions.

Dr. Linda Alexander, 155 Fieldstone Drive, stated that she was outraged at the treatment against the only black Republican on the Town Council. Dr. Alexander stated that the Democrats on the Personnel Committee did not realize that their behavior and speech was observed by another black resident and was involuntarily removed from the Windsor Housing Authority to make room for Mr. Freeman, a former business associate of Mayor Trink. Dr. Alexander feels that talk about equality only applies when it suits the agenda of the Democratic Party and wants voters to be aware of a federal lawsuit against members of the Council as well as other prominent democrats alleging racial discrimination.

Ned Bacigalupo, 89 Farmstead Lane, voiced support of Dr. Alexander's comments and expressed concern about what is happening with the Windsor Housing Authority. Mr. Bacigalupo stated that he applied to the Windsor Housing Authority in May and was blocked. Mr. Bacigalupo feels that they don't want any Republicans on the Windsor Housing Authority. Mr. Bacigalupo also questioned the imposed mask mandate in Windsor. He would like to know who made this decision and if it was voted on. He thanked Town Council members for volunteering.

## **6) COMMUNICATIONS FROM COUNCIL MEMBERS**

Councilor Dobler, on behalf of Deputy Mayor McAuliffe, reported that the Windsor Jaycees are hosting the Chili Challenge on October 9. Councilor Dobler also reported that the Tavern Trot is this Sunday which is being hosted by the Union Street Tavern.

Councilor Govoni - None

Councilor Black Burke thanked all of tonight's speakers. She acknowledged the success of the recent 9/11 event and thanked all who were involved. Councilor Black Burke congratulated the Windsor Historical Society for their centennial celebration and encouraged people to go and view the exhibits. She reported that this Saturday, September 18, the Windsor Freedom Trail Walking Tour, a 3.9 mile route, will be held. Those interested can reach out to Jane Gardner at [windsorfreedomtrail@hotmail.com](mailto:windsorfreedomtrail@hotmail.com). Also happening this Saturday, September 18, the Windsor Historical Society "Sharing Stories in Windsor Neighborhoods" project will continue by discussing the Hayden Station, Kennedy Road area at Oliver Ellsworth School from 10 a.m. – 4 p.m. Councilor Black Burke asked people to save the date of October 2, as a clean-up will be

held that day. The clean-up will begin at Sharshon Park and run from 10 a.m. -12 p.m. Volunteers are needed. If interested, call (860) 285-1985.

Councilor Walker acknowledged the Windsor Historical Society, particularly Randy McKenney and Florence Barlow for their role in telling the story of Windsor and encouraging residents to tell their stories. Councilor Walker addressed the issues regarding the Personnel Committee. He emphasized the importance of respect. He reports he has been accused of not being supportive of the housing authority residents in the past. Councilor Walker stated he had never met Mr. Mack but will stand up for Mr. Mack and anyone in the Town of Windsor who is getting bullied. Councilor Walker stated he is not sure who gives anyone the authority to tell a taxpayer that they cannot be in Town Hall or they will be removed. Lastly, Councilor Walker reminded everyone to never forget 9/11.

Councilor Rampulla Bress reported that, starting September 15 until October 15, it will be National Hispanic Heritage Month, which recognizes the contributions and influences of Hispanic Americans to the history, culture, and achievements of the United States. Councilor Rampulla Bress reported she attended the Walk of Light Ceremony and commended all involved. Councilor Rampulla Bress appreciates the questions from the community regarding the Personnel Committee. She would like everyone to know that she is available by phone and email to answer any questions regarding processes. She encourages people to reach out to her to get a fair and balanced view. She will not dignify some accusations with a response. She also referenced Robert's Rules of Order in that insinuations about the motives of fellow Council members should not be made and fellow Council members should not disparage one another. Councilor Rampulla Bress cited "Appendix B" of the Personnel Committee guidelines which references the rules as they pertain to the reappointment process. Applicants for any open position shall be interviewed and duly considered not withstanding prior service. Re-applicants for boards and commissions are interviewed if there are other new applicants for that position, if there is an attendance issue, or if there is any other reason deemed by the Personnel Committee. The interview that has been discussed this evening occurred because there were two other applicants. If there are no other applicants, a person can be put forward for reappointment without any need for further interview. All committee rules have always been followed and she feels the Personnel Committee has done a good job of opening up the opportunities to members of the community that fully represents the community. 45-50 people that are totally new have been appointed to government service. The most important charge of the Personnel Committee is to choose an individual based on the applicant's qualifications and whether they are a good fit. Councilor Rampulla Bress also explained that the Personnel Committee does a good job in giving everyone their second choice and that the individual mentioned this evening has indicated a second choice of the Board of Ethics and has allowed their name to be put forth for consideration for that committee.

Councilor Wilkos - None

Councilor Jepsen reports that he plans to participate in the Freedom Trail and Tavern Trot. Councilor Jepsen stated that he was on the original Personnel Committee and was involved with writing the first set of rules. He discussed the various rule revisions that have occurred and confirmed that Councilor Rampulla Bress is correct with regards to the procedures for

interviewing sitting commissioners for reappointment. If it is a statutory commission such as Inlands, Wetlands and Watercourses or Planning & Zoning, candidates are automatically interviewed. If there is an attendance issue, commissioners are interviewed. If there are other applicants, all applicants are interviewed. Councilor Jepsen believes that the process was followed correctly.

Mayor Trinks commended the town and volunteers for the extraordinary service commemorating 9/11. Mayor Trinks shared that he was approached for comments by Channel 8 reporter, Bob Wilson. When asked what he thought, Mayor Trinks asked Mr. Wilson, as an out-of-towner, what he thought about the ceremony. Mr. Wilson told Mayor Trinks that he had been to many 9/11 services and this was the most beautiful, professional, and appropriate service he had been to. Mayor Trinks applauded all who were involved in the presentation of the luminaries and the service.

Deputy Mayor McAuliffe- absent

## **7) REPORT OF APPOINTED BOARDS AND COMMISSIONS**

### **a) Board of Education**

Leonard Lockhart, Board of Education, gave the following verbal report:

- Windsor Public Schools opened its doors for the 2021-2022 school year on Monday, August 30, 2021. Students and staff expressed their excitement for returning to school full time. There were a few transportation issues, which are to be expected in the first few days of the new school year. The district is asking families to please use the transportation offered to students instead of dropping off and picking up their students each school day. The excess of parents driving their children to school prohibits the buses from getting students to and from school making subsequent routes delayed.
- Windsor Public Schools is pleased to announce that breakfast and lunch meals will continue to be free for all Windsor Public Schools students for the 2021-2022 school year. This is being made possible through funding from the U.S. Department of Agriculture. One free breakfast and one free lunch is available daily for all Windsor Public Schools students. There are no income restrictions. Free meals are available for all students.
- The Windsor Board of Education will meet for the first regular meeting of the 2021-2022 school year on Tuesday, September 19, 2021 at 7:00 PM in the town hall council chambers. The meeting will be held in-person and remotely. Please check the website for the agenda outlining listening instructions for the meeting. Community members may offer their comments at the "audience to visitor" portion of the meeting by logging into the Zoom meeting or attending the meeting in-person.



- The district has a new website and Windsor Public School app which will make communications easier within the district and in the community. Please visit us at [www.windsorct.org](http://www.windsorct.org).
- Dr. Hill will begin hosting a series of "Coffee Talks" to give residents an opportunity to ask questions or offer thoughts on issues tied to the schools. The first "Coffee Talk" will be held on Friday, September 17 at The Bean @ 266 Broad Street from 10:00 AM to 11:00 AM. Reservations are not required.

Councilor Rampulla Bress thanked the Board of Education for a successful school opening and the honesty relative to the transportation issues. Councilor Rampulla Bress also reported having observed excitement on social media relative to the upcoming 'Coffee Talks.'

Councilor Jepsen asked if this is a teacher negotiation year and if meetings regarding this have been scheduled. Mr. Lockhart confirmed this is a teacher negotiation year and that meetings have been set up, and the legal letter required from the Superintendent to the Town Manager has been sent.

Councilor Black Burke thanked Mr. Lockhart for his report. She expressed that transportation is a statewide situation due to the driver shortage and Windsor has done its best in responding. Councilor Black Burke reported that she has children in the district and understood that this was addressed and is grateful to the board and administration in ensuring children get to and from school safely.

Mr. Lockhart added that this is a national issue and the Business Director is working very hard to minimize impacts to students and families. He also thanked those who attended the convocation and looks forward to doing great things as we recover from the effects of the pandemic.

#### b) Insurance Commission

Ed Samolyk, Insurance Commission Chair, gave notice of his retirement from the Insurance Commission once a replacement can be named. He gave the following report:

Copies of the premium costs of the insurance for the town were provided. The main coverages are with the Traveler's Insurance Company. Traveler's charges increased by 8%, but all other insurance coverages with other carriers have increased as well. As a result of COVID, the insurance industry has been very busy trying to monitor claims. Mr. Samolyk reported that he, Marty Maynard, Risk Manager, and the Insurance Commission have had nine hybrid meetings and anticipates this will continue until a solution can be developed.

Mayor Trinks and all Councilors extended their sincere appreciation to Mr. Samolyk for his many years of service.

Mr. Samolyk stated he has been very proud and pleased to serve.

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

### **Walk of Light – 9/11 Remembrance Ceremony**

Thank you to all town staff and community volunteers that planned and presented the Walk of Light – 9/11 Remembrance Ceremony this past Saturday. In addition to all of the great volunteers I would like to especially thank town employees Enita Jubrey, Gary Dowgewicz and Patrick Silver for all of their work in coordinating this very special event.

### **Senior Transportation Services**

I want to briefly highlight the Senior Center's out-of-town medical transportation services for seniors and disabled persons. Largely operated with citizen volunteers, this free service provides transportation to out of town medical appointments. In the past, a 7-day notice was requested for scheduling appointments, however, we have now lowered the pre-appointment scheduling time to 4 days. This is possible due to efficiencies in our scheduling process with volunteer drivers and the use of Dial-a-Ride part-time staff.

In Fiscal Year 2022 we anticipate providing approximately 1,800 service trips. Thank you to all of our program volunteers as well our Dial-a-Ride drivers for providing this valuable service. To schedule a Dial-a-Ride appointment please call 860-285-1846.

### **Windsor Conservation Commission Sponsoring E-Cycle Event on Saturday, September 18, 2021**

On September 18, 2021 from 9 AM - 12 noon, the Windsor Conservation Commission will be holding its annual FREE E-Cycle event in the rear parking lot of the Town Hall, at 275 Broad Street from 9:00 AM to noon. Residents are welcome to drop off their electronic devices such as computers, VCRs, radios, monitors, printers, cell phones, televisions, and small appliances at no cost.

Also, as an alternative, the Windsor Transfer Station, located at 500 Huckleberry Road, accepts electronic devices at no cost. The Transfer Station is open from 8:00 AM – 2:45 PM on Monday, from 10:00 AM – 2:45 PM on Tuesday and Wednesday, and on Saturdays from 8:00 AM – 3:45 PM. The Transfer Station is closed on Thursdays and Sundays. For more information call 860-285-1833.

### **UConn Nursing Students at town hall**

The Town of Windsor, in collaboration with the Windsor Public Schools, is hosting UConn Nursing students this fall on Tuesdays and Thursdays. The Caring Connection, Sage Park Middle School, Windsor Health Department and Windsor Senior Center will each host two students for a duration of 3-4 weeks. During that time, the students will have the opportunity to rotate to all of the different sites and learn about community health and services.

### **Windsor Shred Day**

Windsor Federal Savings Bank will be sponsoring a town-wide shred day on October 16, 2021 from 9:00 AM – 1:00 PM at 250 Broad Street. They will be accepting non-perishable food donations at the event which will be given to the Windsor food bank. Please note that this shredding event will be for paper only and not any media items. Paper clips and binder clips can



be shredded but no binders or metal will be accepted. For more information on the event, please call 860-688-8511.

### **Windsor Citizen's Academy – New Night**

Registration is open for this year's Citizen's Academy which is now being offered on Tuesday evenings beginning September 21<sup>st</sup>. Since 2005, more than 200 Windsor residents have graduated from this program where they had the opportunity to learn things about Windsor they never knew.

The program is a fun opportunity to meet a variety of town staff, learn more about the services the Town of Windsor provides, how they are funded, a look at day-to-day operations, and how to get involved. Each week the Academy meets at a different town facility in an informal setting and focus on how daily government operations contribute to a better community.

This is a free program. To register call 860-285-1835, go online at [townofwindsorct.com](http://townofwindsorct.com) or email at: [jubrey@townofwindsorct.com](mailto:jubrey@townofwindsorct.com).

### **Social Services Caregiver Block Party Results in Successful Outreach Effort**

This past Friday, our Social Services Team hosted a block party at the L.P. Wilson Community Center that was attended by more than 175 guests. The goal of the event was to provide outreach to members of the community to help increase awareness of the breadth and depth of programs and services offered by our Social Services division. The event was open to the public and staff utilized targeted marketing to those in the community that serve as caregivers to grandchildren, children, parents, neighbors or friends to promote and provide information about the event. In addition to the fun bounce house, food and games, vendors from agencies such as SNAP Ed/UCONN, The Village for Families & Children, Caring Connection, Sallyz Center for Autism, Caregiver Homes, Windsor Schools and a variety of town departments were on site to share information and offer assistance to families.

### **COVID Vaccination**

As of September 8, 2021, 66.86% of our total population was fully vaccinated. This is up from 63.47% as of July 28th. This is also 3.97% higher than the state wide rate of 62.89%.

75.54% of town residents, 12 years old and above, have been fully vaccinated. This is up from 70.23% as of July 28th. This is also 2.02% higher than the state wide rate of 73.52%.

In the month of September the town's Health Department will be conducting several COVID vaccination clinics. Dates and locations can be found on the town's website.

Also, private providers such as the two CVS locations in town are offering COVID vaccinations as well.

Health Department is also preparing to offer additional clinics in October for booster vaccinations.

Councilor Dobler inquired about the Town mask mandate. Town Manager Souza explained that the mask mandate was not voted upon. The decision was made by the Town Manager's office in consultation with the town's Health Director and State's Public Health Department due to the increase in the number of COVID cases in August and a higher stage of potential community transmission. Numbers have leveled off in the last 2-3 weeks compared to the end of July/early August and he hopes the requirement can be lifted in the next few weeks.

Councilor Black Burke asked for additional information on the UCONN nurses and inquired as to whether there would be a report provided by UCONN. Town Manager Souza stated that he would check with the Department of Public Health Director and get back to the Council on this.

Councilor Jepsen inquired as to whether or not there is a limit to how much people can bring to the electronics recycling event. Town Manager Souza replied with a qualified "bring what you've got". Residents can call feel free to call the Environmental Planner, Chloe Thompson, at the town for more guidance.

Councilor Walker stated that all council members have been getting feedback on speeding in town. He is aware there are portable speed detector signs around Town, but Councilors on social media continue to get the questions about what is being done. Councilor Walker asked for an update from the Town Manager on this issue.

Town Manager Souza stated that they are addressing this issue on a variety of fronts. The first is community awareness and education. There are bright yellow signs, as part of the Drive Wise program, placed in 60 different locations in town. Residents can call the Town Manager's office if they would like one of these signs in their neighborhood. Secondly, social media has been utilized to post videos on pedestrian safety, bicycle safety, and speeding. Third, Public Works has installed two additional radar display signs in the Poquonok Avenue area and two on Palisado Avenue in the vicinity of Macktown Road and Settlement Hill Road. Two speed display trailers have been purchased and have recently been placed in the vicinity of the schools and will be moved around town based upon observations of the Police Department and resident requests. Lastly, the police department continues with enforcement by making a large number of motor vehicle stops. At peak times, resources are limited but officers are continuing efforts based upon either accident history or complaints or concerns raised by residents.

Councilor Walker thanked the Town Manager for the efforts and information.

Councilor Rampulla Bress expressed that the Citizen's Academy is fantastic. She and Councilor Black Burke participated in the program and found it to be an excellent experience. Councilor Rampulla Bress also encouraged residents to view the town's anti-speeding videos and share them on social media. She also thanked the Town Manager and the Health Department for their proactive stance on masks in keeping us safe. Decisions that were made were very cohesive with what is happening around Connecticut and surrounding towns.



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

Town Improvements Committee – Councilor Dobler – None

Special Projects Committee – Councilor Dobler – None

Health & Safety Committee – Councilor Black Burke -None

Personnel Committee – Councilor Rampulla Bress reported that the Personnel Committee met last week and they have people to put forward for consideration this evening.

Finance Committee – Deputy Mayor McAuliffe – None

## **10) ORDINANCES – None**

## **11) UNFINISHED BUSINESS - None**

## **12) NEW BUSINESS**

- a) Approve the acceptance of a grant from the Hartford Foundation for Public Giving in support of teen programming

MOVED by Councilor Jepsen, seconded by Councilor Black Burke that the Town Manager is authorized to accept and execute the grant award from the Hartford Foundation for Public Giving in the amount of \$70,060.

Sarah Maffiolini, Youth Services Bureau Coordinator, gave an overview of the item as follows.

This grant program is an effort to deploy resources to serve young residents impacted by the pandemic. Youth Services provides various programs, assessments, and campaigns based on preventing drug and alcohol use.

The Youth Services Bureau plans to use these funds to help address high school students' loss of learning, specifically those who have lost school credit due to accumulated unexcused absences.

We plan to expand and enhance our current Youth-in-Action program to provide greater offerings and provide more opportunities for an engaging and interactive learning experience to help students gain a greater appreciation of themselves and the community. The grant will help add ten new program slots for high school students. Students will explore new cultures, identify real-world learning opportunities and reinforce classroom material and learning. The Youth-in-Action program assists with implementing community-wide prevention campaigns like Red Ribbon Week and Child Abuse Prevention Month along with running special events such as the Winter Festival and the annual Youth Summit.

This grant will strengthen the Youth Services Bureau and Windsor High School partnership. Student referrals will be made by an Assistant High School Principal and school Social Worker. Ten students will be selected from the general public and 10 will be identified through the school. This will help to strengthen the Youth Services Bureau's relationship with the school.

Councilor Rampulla Bress suggested inclusion of students at the Middle School level if possible.

Councilor Black Burke thanked Ms. Maffiolini for her work. She asked if efforts will be made to ensure that students do not become chronically absent again. Ms. Maffiolini confirmed this and stated that it will be part of the regular communication with the Vice Principal at the High School which will occur during monthly meetings.

Motion Passed 8-0-0 (Deputy Mayor McAuliffe absent)

- b) Approve an appropriation of \$125,000 for design of Sage Park HVAC Energy Efficiency Project – Phase 2 from the Capital Projects Fund

MOVED by Councilor Jepsen, seconded by Councilor Black Burke, that \$125,000 be appropriated from the Capital Projects Fund Assigned Fund balance for design of phase two of the Sage Park Middle School HVAC Energy Efficiency Upgrade Project and is referred to the Public Building Commission for oversight.

Bob Jarvis, Director of Public Works/Town Engineer presented the item.

Council approved design funding for the first portion of a phased project to improve the various components of the school's HVAC system in October, 2019. In April of this year, Council approved funding for the construction of Phase 1 improvements associated with the HVAC Efficiencies Upgrades Project.

The first phase of the HVAC improvements project nearing completion includes a new electrical service (designed to accommodate new and future HVAC loads); installation of air conditioning heat pump systems for all second floor classrooms and hallways; replacement of all existing roof top units and most energy recovery units; replacement of two gymnasiums' air handling units with air conditioning; and connection of all new HVAC equipment to the existing building direct digital controls (DDC) system.

The second phase of project design will include the replacement of the HVAC system for the auditorium, new air conditioning systems for all remaining first floor classrooms, replacement of all existing wall unit ventilators, the replacement of boiler room heating equipment, and also new digital controls for all replaced and new HVAC equipment. The new HVAC systems will have higher energy efficiencies helping to reduce annual energy operating costs. The design of both phases of the project will be done in accordance with the State's recognized international mechanical and international plumbing code. Filters used in the project will be minimum efficiency reporting value (MERV) 13. These filters at that level are commonly used in hospitals and operating rooms and are extremely efficient.

The design of the second phase improvements, if approved, is planned to begin this fall. Subject to funding authorization, construction is slated for the summer of 2022.

Councilor Black Burke stated that she was glad to hear that MERV13 filters will be used and she thanked Mr. Jarvis for providing that information.

Councilor Jepsen asked, as it relates to subsequent funding, if the federal money that is coming could be used for this, since it is HVAC, versus bonding it. Town Manager Souza stated that based upon their reading of the interim rules from the Treasury, they believe this is an eligible use of the federal funds.

Councilor Jepsen asked if any money has been received as of yet? Town Manager Souza confirmed that the first wave of funding in the amount of a little over \$4 million has been received.

Motion Passed 8-0-0 (Deputy Mayor McAuliffe absent)

- c) Introduce a bond ordinance entitled, "AN ORDINANCE APPROPRIATING \$330,000 FOR COSTS IN CONNECTION WITH THE PROCUREMENT OF EQUIPMENT ASSOCIATED WITH THE DEPARTMENT OF PUBLIC WORKS FUEL STATION REPLACEMENT PROJECT; AND AUTHORIZING THE ISSUE OF \$330,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION."

MOVED by Councilor Jepsen, seconded by Councilor Black Burke, that the reading into the minutes of the text of the ordinance entitled, "AN ORDINANCE APPROPRIATING \$330,000 FOR COSTS IN CONNECTION WITH THE PROCUREMENT OF EQUIPMENT ASSOCIATED WITH THE DEPARTMENT OF PUBLIC WORKS FUEL STATION REPLACEMENT PROJECT; AND AUTHORIZING THE ISSUE OF \$330,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION" is hereby waived, the full text of the ordinance having been distributed to each member of the Council and copies being made available to those persons attending this meeting; and that the full text of the ordinance be recorded with the minutes of this meeting."

Motion Passed 8-0-0 (Deputy Mayor McAuliffe absent)

MOVED by Councilor Jepsen, seconded by Councilor Black Burke, to introduce an ordinance entitled, "AN ORDINANCE APPROPRIATING \$330,000 FOR COSTS IN CONNECTION WITH THE PROCUREMENT OF EQUIPMENT ASSOCIATED WITH THE DEPARTMENT OF PUBLIC WORKS FUEL STATION REPLACEMENT PROJECT; AND AUTHORIZING THE ISSUE OF \$330,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION.

Adam Kessler, Assistant Town Engineer, and Bob Jarvis, Director of Public Works/Town Engineer, presented the item.

The design of the Department of Public Works Fuel Station Improvements project is complete, with construction bidding anticipated in winter 2022. During the design phase, it was determined that due to long lead times, the procurement of underground storage tanks and fuel station equipment should occur in advance of the construction bid.

At this time, staff is respectfully requesting funding authorization for the procurement of the fuel station equipment for the project. Bids for the supply and storage of the equipment have been received through a competitive bid process. The selected supplier will provide secure storage for all equipment and materials until the construction phase which is anticipated to start in June 2022.

Councilor Wilkos asked if this includes a new canopy. Mr. Kessler stated that it would.

Councilor Wilkos inquired if we know what it saves the town on an annual basis to own our own tanks. He would like to show the savings. Town Manager Souza stated he did not have that information but he can break it out. He added that the town does cooperative bidding for the fuel.

Councilor Jepsen asked if we can pay cash for this instead of bonding. Town Manager Souza said it is a possibility to move forward with funding authorization that allows procurement. We do not borrow the funds until May or early June. This gives the Council time, over the course of the winter, to be able to look at the Federal Reserve and also help to determine if this will be bonded or funded.

Councilor Rampulla Bress concurred and thanked Councilor Wilkos for his comments. It is important to show the community the benefit of such a large expenditure.

Motion Passed 8-0-0 (Deputy Mayor McAuliffe absent)

- d) Set a Public Hearing for September 20, 2021 at 7:20 p.m. for a bond ordinance entitled, "AN ORDINANCE APPROPRIATING \$330,000 FOR COSTS IN CONNECTION WITH THE PROCUREMENT OF EQUIPMENT ASSOCIATED WITH THE DEPARTMENT OF PUBLIC WORKS FUEL STATION REPLACEMENT PROJECT; AND AUTHORIZING THE ISSUE OF \$330,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION."

MOVED by Councilor Jepsen seconded by Councilor Black Burke that a Public Hearing be held on September 20, 2021 at 7:20 PM (prevailing local time) on the following ordinance entitled, "AN ORDINANCE APPROPRIATING \$330,000 FOR COSTS IN CONNECTION WITH THE PROCUREMENT OF EQUIPMENT ASSOCIATED WITH THE DEPARTMENT OF PUBLIC WORKS FUEL STATION REPLACEMENT PROJECT; AND AUTHORIZING THE ISSUE OF \$330,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION" and BE IT FURTHER RESOLVED, that the Town Clerk is authorized and directed to post and publish notice of said Public Hearing.

Motion Passed 8-0-0 (Deputy Mayor McAuliffe absent)

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

MOVED by Councilor Rampulla Bress seconded by Councilor Jepsen to accept the resignation of Paul St. Amand from the Inland Wetlands and Watercourses Commission.



Motion Passed 8-0-0 (Deputy Mayor McAuliffe absent)

**14) MINUTES OF PRECEDING MEETINGS**

a) Minutes of the August 2, Public Hearing

MOVED by Councilor Jepsen, seconded by Councilor Rampulla Bress to approve the unapproved minutes of the August 2, 2021 Public Hearing as presented.

Motion Passed 8-0-0 (Deputy Mayor McAuliffe absent)

b) Minutes of the August 2, Special Town Council Meeting

MOVED by Councilor Jepsen, seconded by Councilor Rampulla Bress to approve the unapproved minutes of the August 2, 2021 Special Town Council meeting as presented.

Motion Passed 8-0-0 (Deputy Mayor McAuliffe absent)

c) Minutes of the August 2, 2021 Regular Town Council Meeting

MOVED by Councilor Jepsen, seconded by Councilor Rampulla Bress to approve the unapproved minutes of the August 2, 2021 Regular Town Council meeting as presented.

Motion Passed 8-0-0 (Deputy Mayor McAuliffe absent)

**15) PUBLIC COMMUNICATIONS AND PETITIONS**

Ned Bacigalupo, 89 Farmstead Lane, stated it is a conflict of interest for someone who is named in a lawsuit against Windsor Housing Authority to be on Personnel Committee. We should have mask mandates put to a vote rather than just have the decision made by the Town Manager who is not elected.

**16) EXECUTIVE SESSION**

**17) ADJOURNMENT**

MOVED by Councilor Rampulla Bress seconded by Councilor Black Burke to adjourn the meeting at 9:07 p.m.

Motion Passed 8-0-0 (Deputy Mayor McAuliffe absent)

Respectfully Submitted,

Deanna Schuetz  
Clerk of the Town Council