



Council Agenda

Council Chambers
Windsor Town Hall
January 3, 2023



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: **899 7008 3145** and then press #
2. You will then enter the meeting muted. During 'Public Comment' if you wish to speak press *9 to raise your hand. Please give your name and address prior to voicing your comments.

Joining in by Computer:

Please go to the following link: <https://us02web.zoom.us/j/89970083145>

When prompted for participant or meeting ID enter: **899 7008 3145**

1. 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.
2. 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 \$1,730,000 FOR COSTS IN CONNECTION WITH AQUATIC FACILITY IMPROVEMENTS - GOSLEE POOL HOUSE; AND AUTHORIZING THE ISSUE OF \$1,730,000 IN BONDS AND NOTES TO FINANCE APPROPRIATION."

7:30 PM Regular Council Meeting

1. ROLL CALL
2. PRAYER OR REFLECTION – Councilor Black-Burke
3. PLEDGE OF ALLEGIANCE – Councilor Black-Burke
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) Board of Education
8. TOWN MANAGER'S REPORT



9. REPORTS OF STANDING COMMITTEES

10. ORDINANCES

11. UNFINISHED BUSINESS

- a) *Approve a bond ordinance entitled, "AN ORDINANCE APPROPRIATING \$1,730,000 FOR COSTS IN CONNECTION WITH AQUATIC FACILITY IMPROVEMENTS - GOSLEE POOL HOUSE; AND AUTHORIZING THE ISSUE OF \$1,730,000 IN BONDS AND NOTES TO FINANCE APPROPRIATION." (Town Manager)

12. NEW BUSINESS

- a) *Introduce and approve an ordinance authorizing the sale of town property adjacent to 144 – 152 Broad Street (Town Manager)
- b) *Set a Special Town Meeting for 7:00 p.m. on January 17, 2023 to approve an ordinance authorizing the sale of town property adjacent to 144 – 152 Broad Street (Town Manager)
- c) *Authorize acceptance and expenditure of a \$200,000 Urban Action Grant for design of Broad Street Road Diet Project (Town Manager)

13. *RESIGNATIONS AND APPOINTMENTS

14. MINUTES OF PRECEDING MEETINGS

- a) *Minutes of the December 19, 2022 Public Hearing
- b) *Minutes of the December 19, 2022 Regular 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 (Scribner vs Town of Windsor)

17. ADJOURNMENT

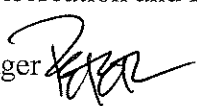
★Back-up included

Agenda Item Summary

Date: January 3, 2023

To: Honorable Mayor and Members of the Town Council

Prepared By: Paul Norris, Director of Recreation and Leisure Services

Reviewed By: Peter Souza, Town Manager 

Subject: Goslee Pool Facility Renovations

Background

The Town of Windsor is faced with aging infrastructure at the outdoor pools and a need to provide suitable aquatic facilities to serve Windsor residents who participate in organized swim lessons, open swim, and lap swim. To address the condition of these community assets and help provide direction for future planning, the FY 17 Capital Improvement Program (CIP) budget included funding to complete an outdoor pools assessment and evaluation.

The assessment's goal was to prepare a plan of existing, town-owned outdoor pools and their associated facilities. Work on the plan includes compiling relevant historical data on pool infrastructure, consulting with town officials, assessing/evaluating the suitability of existing equipment and facilities, assessing facility maintenance, making recommendations for a comprehensive maintenance program, and developing plans and recommendations for improvements.

The town hired Weston & Sampson to complete the assessment that will serve as a guide to future repairs and capital improvement planning. The assessment identified three primary focus areas: 1) filtration systems, 2) changing facilities, and 3) possible replacement of the Veterans Pool.

In FY 18, the Town Council appropriated funds in the CIP to replace the Welch Pool and Goslee Pool filtration systems in FY 19. Both projects were completed.

In FY 21, the Town Council appropriated funds for the engineering and design of the Welch and Goslee pool facilities which consisted of new building entryways, misting station to comply with state health codes, upgrades to showers, toilets, sinks, faucets, changing area, create appropriate staff and first aid stations, lighting, and upgrade to the wading pool, fencing, and decking at Welch Pool.

Discussion/Analysis

Engineering and design of the Goslee Pool bathhouse/changing facility and lifeguard facility is complete and the project has been bid. The project includes complete interior renovation of the bathhouse with a 270 sq. ft. addition, exterior roof replacement, and new exterior siding. The redesigned interior of the bathhouse will have a new entry vestibule with a staff admittance desk. Completely new ADA code-compliant men's and women's restrooms. Both will have new plumbing fixtures, flooring, and painted wall surfaces. The lifeguard facility will have a 96 sq. ft. addition to accommodate a new pump room and a new chemical room. The existing water filtration area will be fully enclosed for weather protection. A new family restroom will be constructed, and the lifeguard office training and breakroom will be enlarged.

Financial Impact

The Public Building Commission has bid and approved this project. If authorized, construction would start in early February, and completion before July 1, 2023, is expected. This project is in the Capital Improvements Program (CIP) for the current fiscal year with a preliminary cost estimate of \$1,675,000. Based on project bids received, the total project costs are \$1,730,000, including contingency. The project cost elements are as follows:

Construction	\$1,510,000
Clerk of Works	39,000
Contingency	155,000
<u>Bonding</u>	<u>26,000</u>
Total	\$1,730,000

The average annual debt service based on a 20-year term at a 5.00% interest rate is \$123,000.

Other Board Action

The Town Planning and Zoning Commission completed a CGS 8-24 review and approval on December 13, 2022. The Public Building Commission would continue to provide project oversight if funding is approved.

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 a bond ordinance entitled, “AN ORDINANCE APPROPRIATING \$1,730,000 FOR COSTS IN CONNECTION WITH AQUATIC FACILITY IMPROVEMENTS - GOSLEE POOL HOUSE; AND AUTHORIZING THE ISSUE OF \$1,730,000 IN BONDS AND NOTES TO FINANCE 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 \$1,730,000 FOR COSTS IN CONNECTION WITH AQUATIC FACILITY IMPROVEMENTS - GOSLEE POOL HOUSE; AND AUTHORIZING THE ISSUE OF \$1,730,000 IN BONDS AND NOTES TO FINANCE APPROPRIATION.”

Attachments

Bond Ordinance

Goslee Pool – Existing & Proposed Layout

AN ORDINANCE APPROPRIATING \$1,730,000 FOR COSTS IN CONNECTION WITH AQUATIC FACILITY IMPROVEMENTS - GOSLEE POOL HOUSE; AND AUTHORIZING THE ISSUE OF \$1,730,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION

BE IT HEREBY ORDAINED,

Section 1. That the Town of Windsor appropriate ONE MILLION SEVEN HUNDRED THIRTY THOUSAND DOLLARS (\$1,730,000) for costs in connection with aquatic facility improvements at Goslee Pool House, comprised of renovations and improvements to the changing facility, chemical room and guard/first aid office, including building an addition and replacing or renovating mechanical, electrical and plumbing fixtures, installation of new fixtures, footings, slab flooring, painting, roofing, concrete masonry and other related improvements (the "Project"). The appropriation may be spent for demolition and removal of materials, construction and installation costs, equipment, materials, engineering, inspection and consultant fees, printing, legal fees, net interest on borrowings and other financing costs, and other expenses related to the Project and its financing. The Public Building Commission 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 ONE MILLION SEVEN HUNDRED THIRTY THOUSAND DOLLARS (\$1,730,000) 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 Sections 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 ONE MILLION SEVEN HUNDRED THIRTY THOUSAND DOLLARS (\$1,730,000). 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 the Recreation and Leisure Services Director, 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	_____ 12/19/22
Public Hearing Advertised	_____ 12/23/22
Public Hearing	_____ 01/03/23
Adopted	_____
Advertised	_____
Effective Date	_____

NOVEMBER 29, 2021



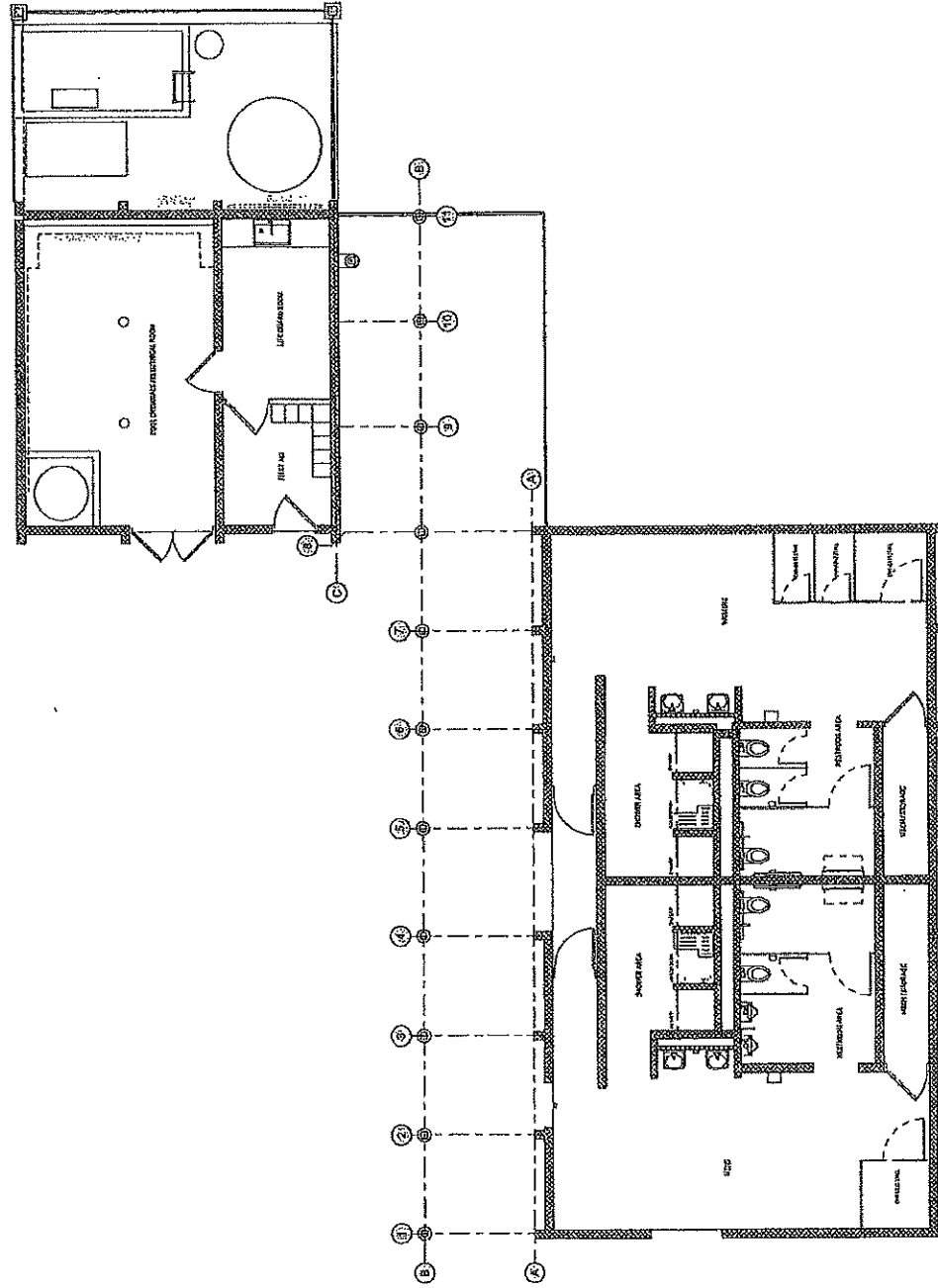
GOSLEE POOL RENOVATIONS

Weston & Sampson

2 NEW SQUARE FOOTAGE

GOSLEE POOL - EXISTING CONDITIONS

NOVEMBER 29, 2021



Weston & Sampson

TOWN OF WINDSOR
GOSLEE POOL RENOVATIONS




Agenda Item Summary

Date: January 3, 2023

To: Honorable Mayor and Members of the Town Council

Prepared By: Patrick McMahon, Economic Development Director

Reviewed By: Peter Souza, Town Manager 

Subject: Redevelopment of Windsor Center Plaza – 144-152 Broad Street
Approve Purchase and Sale Agreement for Town Land

Background

GRAVA Holding LLC (GRAVA), led by local developer Greg Vaca, is proposing a redevelopment of a prominent town center property located at 144-152 Broad Street (Windsor Center Plaza, a.k.a. Arthur's Plaza) into a mixed-use development. This property was identified as a priority focus area in the Windsor Center Transit Oriented Development Master Plan & Redevelopment Strategy completed in 2014. The developer is looking to capitalize on the project's Windsor Center location and proximity to the train station on the Hartford Line to create new rental housing opportunities including a percentage of affordable units. GRAVA is currently pursuing project financing and zoning approvals with a goal to begin construction by the summer of 2023. The project's feasibility hinges on the conveyance of town land which includes former excess State Right of Way (ROW) land adjacent to the development site.

GRAVA has negotiated a long-term ground lease with Mastriani Realty, LLC, the owners of 144-152 Broad Street, which allows GRAVA to pursue its planned redevelopment. The Purchase and Sale Agreement is a tri-party agreement with Mastriani Realty and GRAVA. The land under consideration to be sold would become part of Mastriani Realty's existing parcel.

With negotiations of the disposition agreement complete, we are recommending that the Town Council approve an ordinance approving the sale of real estate of the town and referring it to a Special Town Meeting for adoption. This is a *Town Charter* requirement as the value of the land exceeds \$10,000.

Discussion/Analysis

GRAVA is pursuing the transfer of four adjoining land parcels in order to achieve the number of housing units it envisions and to provide a site plan with appropriate circulation, parking and public spaces.

The town has acquired two excess State ROW properties shown in green on the attached map. DOT Parcel 1 is 10,438+/- square feet and DOT Parcel 2 is 5,840+/- square feet. The fair market value has been established by the Department of Transportation taking the average of two appraisals. The sales price is \$92,600. The Department of Transportation recently conveyed the subject property to the town. Upon the town's future conveyance for economic development, the amount of \$92,600 must be remitted to the Department of Transportation.

There are also two strips of town controlled land that is shown in blue on the attached map. Town Parcel 3 is 6,079 square feet and is land that was deeded to the town by the previous owners of the Arthur's Plaza which allowed both pedestrians and vehicles to travel to and from the residences to the north. Town Parcel 4 is 2,476 square feet. Town staff has utilized the value placed on the State land to set the sales price for the town land which would equal a \$48,678 value.

The land under consideration for sale would have parking, sidewalks, landscaping and public gathering spaces on them. No permanent structures would be built on them. As noted previously, the adjoining property owner is Mastriani Realty, LLC. GRAVA has negotiated a long-term ground lease with Mastriani that allows GRAVA to pursue its planned redevelopment. The Purchase and Sale Agreement is a tri-party agreement with Mastriani Realty and GRAVA.

The Real Estate Purchase & Sale Agreement includes the following key elements:

1. The purchase price is \$142,266 with a \$5,000 deposit upon execution of the P&S. The remainder of the purchase price to be paid in cash at closing.
2. Property shall be conveyed to Mastriani Realty LLC upon Developer's satisfaction of certain conditions precedent including, but not limited to, evidence of construction financing, evidence of Developer equity financing, evidence of all project approvals necessary to commence construction and compliance with all applicable terms and conditions of the P&S.
3. The term of the P&S is until October 9, 2023. The Seller, Purchaser or Developer may extend the closing date through December 9, 2023. Subject to Town Council approval, the term can be extended through April 30, 2024.
4. Property conveyance to be by quit claim deed and sold in "as is" condition.
5. Sale is contingent upon maintenance of easements reserved for the State of Connecticut, Town of Windsor and utilities. Responsibility to maintain or reconstruct the existing retaining wall and sidewalk remain with the Town of Windsor Permit No. 1007305 VOL. 1659, PG. 228.
6. Residents of Upper Broad Street and Phelps Street to have right of access through property with locations subject to change pending Planning and Zoning review/approval.
7. The land shall revert to the town should the project not proceed or receive a Certificate of Occupancy on a portion of the project within 5 years of the closing date.
8. Sale is subject to Special Town Meeting approval.

The Purchase and Sale Agreement does not include any incentives related to property taxes or building permit fees. Any future incentive package would be discussed during deliberations for a credit enhancement agreement under the town's tax increment financing policy.

Financial Impact

The State of Connecticut required \$1,000 for the closing of the land conveyance to the Town which we will recoup from the developer. When the property is subsequently sold for economic development, \$92,600 will need to be remitted to the state. The town will receive \$49,666 in revenue which includes reimbursement of closing fees previously paid to the State DOT.

The redevelopment project, when complete, will increase the taxable assessed value of the site and improvements to an estimated \$14,697,900 from \$1,202,180.

Other Board Action

The Planning and Zoning Commission conducted a CGS Section 8-24 review of the land conveyance of town (and state ROW land) and approves of the conveyance for economic development purposes. Per the *Town Charter* a Special Town Meeting must be held to consider the sale of property if its value is over \$10,000.

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 APPROVING THE SALE OF 0.57 ACRES ADJACENT TO 144-152 BROAD STREET” is hereby waived, the full text of the ordinance having been distributed to each member of the Council and copies made available to those persons attending this meeting; and the full text of the ordinance be recorded with the minutes of the meeting.”

2) Introduce and Approve and Ordinance

“MOVE to introduce and approve an ordinance entitled, “AN ORDINANCE APPROVING THE SALE OF 0.57 ACRES ADJACENT TO 144-152 BROAD STREET.” The full text of the ordinance is available in the Town Clerk’s Office.”

3) Set a Special Town Meeting

“RESOLVED, that a Special Town Meeting be set for Tuesday, January 17, 2023 at 7:00 p.m. (prevailing time) in the Council Chambers of the Windsor Town Hall, to approve or disapprove an ordinance entitled, “AN ORDINANCE APPROVING THE SALE OF 0.57 ACRES ADJACENT TO 144-152 BROAD STREET.”

And

“Be it further RESOLVED, that the Town Clerk is authorized and directed to post and publish notice of said Special Town Meeting.”

Attachments

Ordinance

Maps showing land to be conveyed

Purchase and Sale Agreement

AN ORDINANCE APPROVING THE SALE OF
0.57 ACRES ADJACENT TO 144-152 BROAD STREET

BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF WINDSOR:

Section 1: The sale of 0.57 acres of Town-owned property and improvements located adjacent to 144-152 Broad Street and identified as the aggregate of Parcels No. 1, 2, 3 & 4 as shown on the "Plan to Show Parcels to Be Acquired from Town of Windsor by Mastriani Realty, LLC" Scale 1"=30', Date: 12-12-22, prepared by Alford Associates, Inc., Windsor, Connecticut" to Mastriani Realty for \$142,266.00 is hereby approved.

Section 2: The Town Council and Town Manager are authorized to take such further actions and adjustments to effect the sale.

Section 3: This Ordinance shall become effective ten (10) days after publication following adoption by Special Town Meeting.

APPROVED AS TO FORM:

Town Attorney

ATTEST:

Town Clerk

Distributed to Town Council:

01/03/23

Referred to Town Meeting:

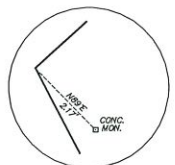
Publication of Town Meeting:

Town Meeting Approval:

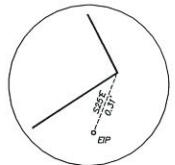
Effective Date:

Publication Date:

INSETS NOT TO SCALE



INSET "A"



INSET "B"



SURVEY NOTES:

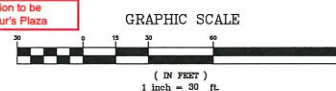
1. THIS SURVEY AND MAP HAS BEEN PREPARED IN ACCORDANCE WITH SECTIONS 20-300b-1 THROUGH 20-300b-20 OF THE REGULATIONS OF CONNECTICUT STATE AGENCIES - "MINIMUM STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" AS ENDORSED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. IT IS A PROPERTY SURVEY CONFORMING TO HORIZONTAL ACCURACY CLASS A-2 AND A TOPOGRAPHIC SURVEY CONFORMING TO VERTICAL ACCURACY CLASS T-2.
2. PARCEL AREA = 115,663 SQ.FT. = 2.655 ACRES.
3. THE BEARINGS (NORTH ORIENTATION) SHOWN ARE BASED ON REFERENCE PLAN 1 NOTED HEREON. VERTICAL DATUM IS 1988 NORTH AMERICAN DATUM.

REFERENCE PLANS:

1. "IMPROVEMENT LOCATION SURVEY PREPARED FOR MASTRIANI REALTY, LLC, PROSPECT STREET, POGUONOCK AND PALISADO AVENUES, WINDSOR, CONN., SCALE: 1 IN.=40 FT., DATED: APRIL 29, 1999, REVISED 5-6-99, ALFORD ASSOCIATES, INC." TOWN CLERK MAP #4743.
2. "PLOT PLAN FOR MARDORIC REALTY CO., INC., 144-48 AND 152-162 BROAD STREET, WINDSOR, CONNECTICUT, SCALE: 1"=30', JANUARY 25, 1988, DUBIEL ASSOCIATES" TOWN CLERK MAP #3277.
3. "LAND TO BE CONVEYED TO MASTRIANI REALTY, ROUTES 75 AND 159, SCALE: 1"=30', MARCH 30, 2021, DUBIEL ASSOCIATES"
4. "COMPLATION PLAN, TOWN OF WINDSOR, MAP SHOWING LAND RELEASED TO TOWN OF WINDSOR BY THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION, BROAD STREET (CT ROUTE 75) & PALISADO AVENUE (CT ROUTE 159), SCALE 1"=40', NOVEMBER 2021"

FOR ILLUSTRATIVE PURPOSES

- LEGEND:
- CB TOP OF FRAME
 - STORM MANHOLE
 - SANITARY MANHOLE
 - ELECTRIC MANHOLE
 - TELEPHONE MANHOLE
 - LIGHT
 - SIGN
 - UTILITY POLE WITH GUY
 - WATER GATE
 - FIRE HYDRANT
 - GAS METER
 - GAS GATE
 - CONCRETE MONUMENT
 - IRON PIN / PIPE
 - DECIDUOUS TREE
 - CONIFEROUS TREE
 - SHRUB
 - SPOT ELEVATION
 - EXISTING CONTOUR
 - STORM DRAINAGE PIPE
 - SANITARY SENDER
 - SANITARY LATERAL
 - WATER PIPE
 - GAS PIPE
 - DRAINAGE WEIR
 - CHAIN LINK FENCE
 - WOOD FENCE
 - GUARD RAIL
 - LIMIT OF PLANTED AREA
 - LIMIT OF WOODED AREA
- CONCRETE PAVEMENT
- BITUMINOUS PAVEMENT



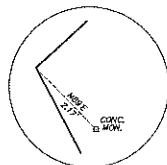
THE LOCATIONS OF UNDERGROUND UTILITIES ARE APPROXIMATE AND ALL UTILITIES MAY NOT BE SHOWN. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL CALL 1-800-922-4455 AND HAVE UTILITIES MARKED ON THE GROUND.

TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.	
L.S. NO. 9344	
Alford CIVIL ENGINEERS ASSOCIATES, INC. WINDSOR, CONNECTICUT WILSON R. ALFORD, P.E., L.S. 850-688-7288	
DATE	REVISION
SCALE: 1 IN. = 30 FT. DATE: DEC. 14, 2021	
PROPERTY SURVEY PREPARED FOR GRAVA PROPERTIES	
144 BROAD STREET WINDSOR, CONNECTICUT	

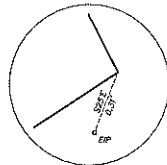
NOT VALID WITHOUT A LIVE SIGNATURE AND EMBOSSED SEAL.

P: A99070 D: V21060SP FOLDER Windsor Properties - 144-162 Broad St

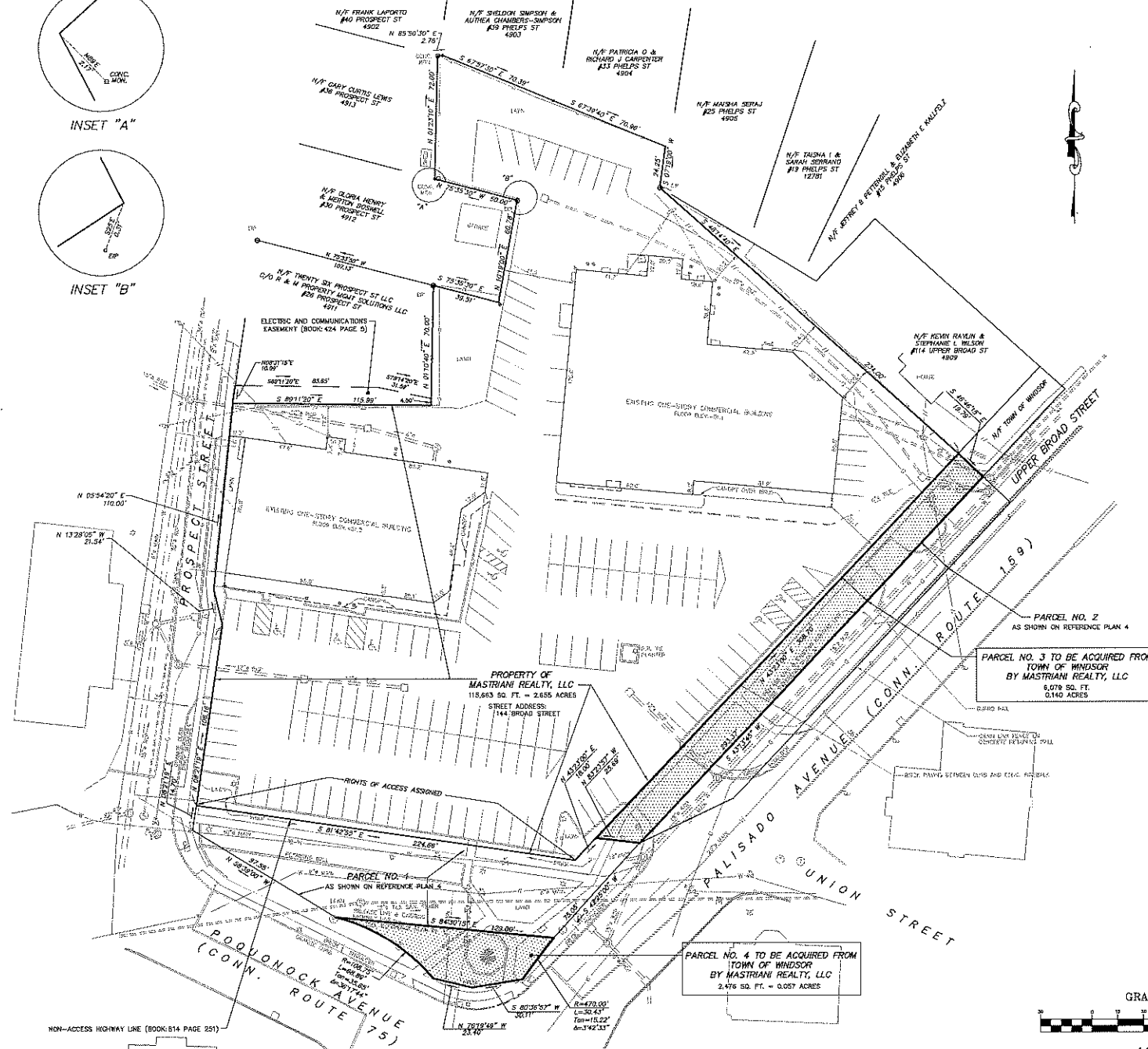
INSETS NOT TO SCALE



INSET "A"



INSET "B"



NOTES --

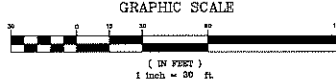
1. THIS SURVEY AND MAP HAS BEEN PREPARED IN ACCORDANCE WITH SECTIONS 20-306-1 THROUGH 20-306-20 OF THE REGULATIONS OF CONNECTICUT STATE AGENCIES -- "MINIMUM STANDARDS FOR SURVEYS AND MAPS IN THE STATE OF CONNECTICUT" AS ENFORCED BY THE CONNECTICUT ASSOCIATION OF LAND SURVEYORS, INC. IT IS A PROPERTY SURVEY CONFORMING TO HORIZONTAL ACCURACY CLASS A-2.
2. THE BEARINGS (NORTH ORIENTATION) SHOWN ARE BASED ON REFERENCE PLAN 1 NOTED HEREON.

REFERENCE PLANS:

1. "IMPROVEMENT LOCATION SURVEY PREPARED FOR MASTRIANI REALTY, LLC, PROSPECT STREET, POQUONOCK AND PALISADO AVENUES, WINDSOR, CONN., SCALE: 1 IN. = 40 FT., DATE: APRIL 28, 1999, REVISED 5-5-99, ALFORD ASSOCIATES, INC." TOWN CLERK MAP #4743
2. "PLOT PLAN FOR HARDORIC FLOORING CO., INC., 144-48 AND 152-152 BROAD STREET, WINDSOR, CONNECTICUT, SCALE: 1" = 30', JANUARY 28, 1998, DUBIEL ASSOCIATES" TOWN CLERK MAP #3277
3. "LAND TO BE CONVEYED TO MASTRIANI REALTY, ROUTES 75 AND 159, SCALE: 1" = 30', MARCH 30, 2021, DUBIEL ASSOCIATES"
4. "COMPLETION PLAN, TOWN OF WINDSOR, MAP SHOWING LAND RELEASED TO TOWN OF WINDSOR BY THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION, BROAD STREET (CT ROUTE 75) & PALISADO AVENUE (CT ROUTE 159), SCALE 1" = 40', JANUARY 2022, SCOTT A. HILL, P.E. TOWN NO. 164, PROJECT NO. 164-163 SERIAL NO. 4A, SHEET 1 OF 1 DATE 5-2-22 CHRISTINE A. AUBREY, P.L.S. TITLE MANAGER OPERATIONS"

CONVEYANCE MAP

- LEGEND:
- STORM CATCH BASIN
 - STORM MANHOLE
 - SANITARY MANHOLE
 - ELECTRIC MANHOLE
 - TELEPHONE MANHOLE
 - LIGHT
 - SON
 - UTILITY POLE WITH OUT
 - WATER DATE
 - FIRE HYDRANT
 - GAS METER
 - GAS DATE
 - CONCRETE MONUMENT
 - IRON PIN / PIPE
 - CONCRETE TREE
 - STORM DRAINAGE PIPE
 - SANITARY SENDER
 - SANITARY LATERAL
 - WATER PIPE
 - GAS PIPE
 - OVERHEAD WIRES
 - DIAM LON POLE
 - WOOD FENCE
 - GUARD RAIL



THE LOCATIONS OF UNDERGROUND UTILITIES ARE APPROXIMATE AND ALL UTILITIES MAY NOT BE SHOWN PRIOR TO CONSTRUCTION. CONTRACTOR SHALL CALL 1-800-922-4455 AND HAVE UTILITIES MARKED ON THE GROUND.

TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS MAP IS SUBSTANTIALLY CORRECT AS NOTED HEREON.	
L.S. NO. 9344	
Alford ASSOCIATES, INC. CIVIL ENGINEERS WINDSOR, CONNECTICUT	
SCALE: 1 IN. = 30 FT. DATE: DEC. 12, 2022	
DATE	REVISION
PLAN TO SHOW PARCELS TO BE ACQUIRED FROM TOWN OF WINDSOR BY MASTRIANI REALTY, LLC	
144 BROAD STREET WINDSOR, CONNECTICUT	

REAL ESTATE PURCHASE & SALE AGREEMENT

THIS AGREEMENT ("*Agreement*"), is made and delivered as of December __, 2022, by and between the TOWN OF WINDSOR (the "*Seller*"), a municipal corporation existing under the laws of the State of Connecticut, and having its territorial limits within the County of Hartford and State of Connecticut; MASTRIANI REALTY, LLC (the "*Purchaser*"), a Connecticut limited liability company with an office and principal place of business at 77 Cedar Grove Road, Southbury, Connecticut; and GRAVA HOLDING LLC (the "*Developer*"), a Connecticut limited liability company with an office and principal place of business at 50 Ashley Road, Windsor, Connecticut.

PRELIMINARY STATEMENT

WHEREAS, Seller is the owner of four (4) certain parcels of land, lying in the Town of Windsor, County of Hartford, State of Connecticut, as more particularly described in Exhibit A attached hereto (the "*Land*"); and

WHEREAS, Seller desires to sell, and Purchaser desires to buy, the Land for the purpose of economic development (the "*Purpose*"); and

WHEREAS, upon Purchaser acquiring the Land from Seller, Developer desires to lease the Land from Purchaser for the purpose of developing a mixed-use project that includes apartments and retail space (the "*Project*").

NOW, THEREFORE, for and in consideration of the premises of the foregoing recitals which are hereby incorporated herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the items set forth in the Preliminary Statement above and as follows:

ARTICLE I

SALE OF PROPERTY; PRICE; PAYMENT TERMS

1.1 Sale of Property. Seller hereby agrees to sell, convey, transfer and assign to Purchaser, and Purchaser agrees to purchase from Seller, the Land, together with any and all improvements on the Land (the "*Improvements*"), all easements, licenses, rights, hereditaments and appurtenances relating to the Land and the Improvements, including, without limitation, any and all right, title and interest of Seller in and to adjacent road, alleys, easements, streets and ways (the "*Rights*"), and, if and to the extent lawfully assignable at no cost by Seller, all right, title and interest of Seller, and any structural, engineering, soil, seismic, geologic, hydrogeologic, architectural and other reports and studies prepared for Seller by third-party consultants relating to the Land and the Improvements (the "*Intangible Property*") (collectively, the Land, Improvements, Rights, and the Intangible Property shall be referred to herein as the "*Property*"), upon the terms and conditions set forth herein.

1.2 Price. The aggregate purchase price for the Property is **ONE HUNDRED FORTY TWO THOUSAND TWO HUNDRED SIXTY SIX AND 00/100 DOLLARS (\$142,266.00)** (the "*Price*").

1.3 Payment Terms. Developer shall pay the Price as follows:

(a) Within two (2) business days following full execution of this Agreement, Developer shall pay the sum of **Five Thousand and 00/100 Dollars (\$5,000.00)** (the "**Deposit**") to be held in escrow by Seller's attorneys, O'Malley, Deneen, Leary, Messina & Oswecki, in a non-interest bearing IOLTA account; and

(b) upon closing of title, Developer on behalf of Purchaser shall pay the sum of **One Hundred Thirty Seven Thousand Two Hundred Sixty Six and 00/100 Dollars (\$137,266.00)**, plus or minus any net closing adjustments, by wire transfer of immediately available funds to the Seller's attorneys for distribution of the net proceeds of Closing (after all disbursements to be made by in connection with the Closing) to an account designated in writing by Seller.

ARTICLE II TITLE TO PROPERTY

2.1 Title to Property. Title to the Land and Improvements shall be good and marketable fee simple title and shall also be insurable at regular rates by a reputable title insurance company selected by Purchaser/Developer doing business in the State of Connecticut (the "**Title Insurer**"), subject only to those exceptions to which Purchaser/Developer does not object in accordance with Section 2.2 (collectively, the "**Permitted Exceptions**"). Notwithstanding anything to the contrary, all easements, licenses, rights, hereditaments and appurtenances relating to the Land listed under Section 3.7, below, shall be Permitted Exceptions. Notwithstanding anything to the contrary, it is understood and agreed that the title herein required to be conveyed by Seller shall be marketable (and Purchaser shall not be required to accept insurable title) and the marketability thereof shall be determined in accordance with the Standards of Title of the Connecticut Bar Association now in force.

2.2 Title Defects. Prior to one hundred (120) days from the date of this Agreement, Purchaser/Developer shall furnish to Seller a copy of Purchaser's title commitment (the "**Title Commitment**") Purchaser/Developer shall furnish to Seller a statement ("**Purchaser's/Developer's Statement**"); specifying any defects in title, encumbrances or other matters shown on the Title Commitment and/or revealed by the Updated Survey which are not satisfactory to Purchaser or developer and therefore are not Permitted Exceptions (the "**Title Objections**"); *provided, however,* that each financial encumbrance such as a mortgage, judgment, lien for delinquent real estate taxes, attachment, lien claim or other lien or encumbrance of a definite or ascertainable amount which may be removed by the payment of money that is revealed by the Title Commitment will automatically, and without requirement that same be specified in Purchaser's or Developer's Statement, be deemed an unpermitted exception, and Seller agrees to remove same (the foregoing items being referred to as "**Mandatory Cure Items**"). Notwithstanding the foregoing, with respect to involuntary monetary lien(s) Seller shall have an additional thirty (30) days to remove or bond over with a title insurance company satisfactory to Purchaser sufficient to allow Purchaser to obtain insurable title to the Property. Notwithstanding the foregoing, should the aggregate of the Mandatory Cure Items plus customary closing costs and

other agreed upon shared expenses exceed the Purchase Price, as adjusted, then Seller or Purchaser/Developer may terminate this Agreement upon notice to the others which notice will include payoffs, to the extent available. Seller shall notify Purchaser/Developer within ten (10) days after receipt of Purchaser's/Developer's Statement whether Seller will remove all Title Objections. Seller's failure to respond to any Title Objections within the time period set forth herein shall be deemed an election by Seller not to remove or cure such Title Objections. If Seller does not agree to remove any such Title Objections, Purchaser/Developer will have the right, by notice given to Seller and Escrow Agent within five (5) business days after receipt of Seller's notice, either to (a) waive the defect and close title without abatement or reduction of the Price, or (b) terminate this Agreement and obtain the prompt refund of the Deposit. Upon such refund, all rights and obligations of the respective parties hereunder will be null and void, except for those rights and obligations that expressly survive the termination of this Agreement. If Seller fails to remove any Mandatory Cure Items, or any Title Objections that Seller agrees to remove by the Closing Date, Purchaser/Developer may terminate this Agreement and receive a refund of the Deposit, which obligation shall survive a termination of this Agreement.

2.3 Gap Period. Purchaser/Developer may, at or prior to Closing, notify Seller in writing (the "**Gap Notice**") of any Title Objections which first appear of record between the date and time of the Title Commitment and the Closing. If Purchaser/Developer sends a Gap Notice to Seller, Purchaser/Developer and Seller shall have the same rights and obligations with respect to such notice as apply to Purchaser's Statement under Section 2.2 above.

ARTICLE III CONDITIONS TO CLOSING

3.1 Conditions for Purchaser's and Developer's Benefit. Unless this Agreement has been otherwise terminated by Purchaser/Developer as provided for in this Agreement, the Purchaser's obligation to consummate the transaction is subject to and conditioned upon the following, prior to the Closing Date:

(a) Developer, in its sole and absolute discretion, shall have obtained the construction financing necessary for the Project and the purchase of the Land;

(b) Developer shall have obtained equity financing sufficient for the Project;

(c) Developer shall have obtained all permits, licenses and approvals necessary for the Project which shall include the final determination of any applicable appeal of such permits, licenses and approvals;

(d) The transfer of title for the Property shall occur contemporaneously with the Purchaser and Developer entering into a ground lease for the Project which shall include the Land;

(e) All warranties and representations by Seller set forth in this Agreement shall be true and correct in all material respects, all, without regard to any qualification of "to the best of Seller's knowledge" or words of similar import, both as of the date hereof and as of the Closing;

(f) Seller shall have performed, observed and complied with all covenants, agreements and conditions required to be performed by Seller at or prior to the Closing;

(g) Seller shall not have made an assignment for the benefit of creditors or admitted in writing its inability to pay its debts as they mature or been adjudicated as bankrupt or filed a petition in voluntary bankruptcy or a petition or answer seeking reorganization or an arrangement with creditors under the federal bankruptcy law or any other similar law or statute of the United States or any state, and no such petition shall have been filed against it;

(h) There shall be no judicial, quasi-judicial, administrative or other proceeding pending by any third party that seeks to enjoin the consummation of the sale and purchase hereunder;

(i) Seller has cured any Title Objections that arise during the Gap Period; and

(j) In the event any of the conditions set forth in this Article III are not satisfied prior to the closing date as it may be extended, Purchaser/Developer shall have the right to elect to (i) postpone the Closing Date for up to thirty (30) days from the originally scheduled date for Closing in order to allow Seller or Developer as applicable, additional time within which to satisfy said conditions, and, (ii) before or after any such postponement, waive the unfulfilled condition or conditions and consummate Closing hereunder notwithstanding that one or more conditions are then unfulfilled, all without diminution of the Purchase Price, or (iii) terminate this Agreement. Upon the termination as provided for above the Deposit shall be promptly returned to Developer and thereafter neither party shall have any further obligations or liabilities under this Agreement except those which expressly survive termination hereof.

3.2 Town Approval. This Agreement is also subject to the approval of the sale of the Property at a Special Town Meeting for the Town of Windsor. Seller represents that approval required by CGS 8-24 by the Windsor Planning and Zoning Commission will be obtained.

3.3 Condition of Property. Purchaser and Developer acknowledge that the Property is being sold to Purchaser in "AS-IS" condition.

3.4 Right of Entry. Seller shall provide Purchaser, Developer, and their consultants and contractors access to the Property from time to time from and after the date hereof through the expiration of the Agreement, and thereafter from time to time prior to the Closing, for the purpose of inspecting the Property and undertaking tests and studies necessary for Developer to make plans for the Project and obtain the necessary financing and approvals, provided (a) Developer promptly repairs any material damage to the Property caused by any tests, (b) Developer restores the Property to the condition that existed immediately prior to the performance of any such tests and Developer provides Seller with evidence that such consultants or contractors performing testing or inspections of the Property maintain appropriate insurance. Developer shall indemnify, hold harmless and defend Seller, its affiliates, and their respective officers, directors, employees and agents from and against all suits, actions, proceedings, losses, damages, liens, expenses and costs, including without limitation, reasonable counsel fees for damage to persons or property arising out of or in any way related to the exercise of the rights granted to Purchaser and Developer in this Section; provided however, neither Purchaser nor Developer shall have any liability in connection with the discovery of pre-existing conditions and the foregoing indemnity shall be limited to actual damages only and not consequential or punitive damages of any kind or nature. Nothing herein shall relieve Seller from responsibility for its own negligence or willful misconduct or the negligence or willful

misconduct of its agents, servants, employees or contractors. Purchaser's and Developer's indemnification obligations under this Section will survive any termination of this Agreement and the Closing of the transactions contemplated herein.

3.5 Material To Be Provided by Seller to Purchaser. Seller shall provide a copy of its title search for the Land along with any engineering and architectural plans it has for any improvements on the Land such as retaining walls and planters, within one hundred twenty days (120) of the date hereof.

3.6 Mortgage Contingency. Section 3.1(b) is hereby incorporated herein by reference.

3.7. Conditions for Seller's Benefit. Unless this Agreement has been otherwise terminated, Seller's obligation to consummate the transaction is subject to and conditioned upon the following:

(a) Easements. Easements on the Land shall be reserved and/or maintained on the Land for the benefit of Seller and/or the State of Connecticut, including, but not limited to:

(i) Drainage and utility easements for the Land, including such rights as may exist in third parties, including but not limited to utilities, including water and/or sanitary and storm sewer systems and their appurtenances.

(ii) Easement for existing utilities reserved in favor of the State of Connecticut (Department of Transportation), or its assigns, and as further set forth in the deed(s) from the State of Connecticut to Seller;

(iii) Town's right of access over Parcel 2 and Parcel 3 but only to maintain and/or reconstruct the existing retaining wall and sidewalk on the Land (Permit No. 1007305, recorded at Volume 1659, Page 228, of the Windsor Land Records); and

(iv) Town's right of access over Parcels 1, 2, 3, and 4 for pedestrian and vehicular rights of way as presently located on the Land until such time as the Town of Windsor (acting through the Town Council or Planning and Zoning Commission) approves a new location for these rights of way. Seller, through closing, shall maintain the hexagonal planting and related sidewalks located on the Land that Seller currently maintains. Purchaser/Developer shall continue to be responsible for maintenance/snow removal on the sidewalks and rights of way it currently maintains. Purchaser/Developer shall be responsible for the upkeep, maintenance, including snow removal, of these rights of way commencing upon the closing date of this agreement.

(b) Reversion. The Property shall be conveyed to Purchaser upon the condition that the Property be used and developed for economic development purposes. If no portion of the Project is constructed and a Certificate of Occupancy issued for said Project or portion thereof, or if the Project is abandoned by Developer, its Lender(s), and Purchaser within five (5) years of the Closing Date, or the Property is not otherwise used or developed for the Purpose of the Project within five (5) years of the Closing Date, and no extension is granted by the Seller, the Purchaser shall transfer the Property back to the Seller by Quit-Claim Deed.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

4.1 Representations and Warranties. As an inducement to Purchaser and Developer to enter into this Agreement, Seller hereby represents and warrants to Purchaser and Developer (which representations and warranties are made on the date hereof and shall automatically be remade as of the Closing Date) that:

(a) Seller has the power and authority to enter into this Agreement and to consummate the transactions herein contemplated, and the execution and delivery hereof and the performance by Seller of their obligations hereunder will not violate or constitute an event of default under the terms or provisions of any agreement, document or other instrument to which Seller is a party or by which it or the Property is bound, including, without limitation, any of the foregoing included as part of the Property.

(b) Subject to the approval of the sale at a special Town meeting, the execution, delivery and performance of this Agreement by Seller and the consummation of the transactions contemplated herein will not violate any provision of law, statute, rule or regulation to which Seller or the Property is subject or violate any judgment, order, writ, injunction or decree of any court applicable to Seller or the Property.

(c) Seller is the owner of, and shall convey via a Quit Claim Deed to Purchaser, all its interest in the title to the Land and Improvements, free and clear of all liens, encumbrances and other matters, other than Permitted Exceptions and those set forth in Paragraph 3.7, above.

(d) Seller has not entered into any agreement (written or oral) granting any rights of use, occupancy or possession of any kind respecting any part of the Land or Improvements to any third party, and Seller has not executed and Seller is not bound by any other agreement of sale, option agreement or right of first refusal with respect to the Property.

(e) All proceedings required to be taken by or on behalf of Seller to authorize it to make, deliver and carry out the terms of this Agreement have been taken and this Agreement is the legal, valid and binding obligation of Seller enforceable in accordance with its terms.

(f) There are no actions, suits, arbitrations, unsatisfied order or judgment, governmental investigation or proceedings of any kind at law or in equity before any court, grand jury, administrative agency or other investigative agency, bureau or instrumentality of any kind pending or, to Seller's knowledge, threatened, against or affecting Seller (i) involve the validity or enforceability of this Agreement or any other instrument or document to be delivered by Seller pursuant hereto, (ii) enjoin or prevent or threaten to enjoin or prevent the performance of Seller's obligations hereunder, or (iii) relate specifically to the Property (including, without limitation, the environmental condition of the Property) or the title thereto.

(g) Other than compliance with the Connecticut Transfer Act, if applicable, and the approval of the sale at the Town Meeting, and approval pursuant to Connecticut General Statutes 8-24 and other statutory or Charter requirements, no consent, authorization, license, permit, registration or approval of, or exemption or other action by, any governmental or public body, commission or authority or other third party is required in connection with the execution, delivery

and performance by Seller of this Agreement.

(h) To Seller's knowledge: (i) there have been and currently are no hazardous substances, as such term is defined in any federal, state or local statute, law, rule, regulation or order ("**Hazardous Substances**") on, in or beneath the Land or Improvements; no landfill has ever been operated on the Land or Improvements; (ii) no portion of the Land or Improvements has been used to refine, produce, store, handle, transfer, process or transport any Hazardous Substances in violation of law; (iii) no "Hazardous Waste" (as such term is defined in Connecticut General Statutes Section 22a-115, as amended) and/or "Spill" (as such term is defined in Connecticut Public Act 85-443, Section 1, as amended) and/or other environmental contamination now exists and none will at the time of Closing exist on any part of the Property; (iv) there does not exist on the Property any environmental condition or matter which would require remediation or other corrective action by the owner of the Property pursuant to any environmental law or regulation; and (v) there are no underground storage tanks on the Land or Improvements and no underground storage tanks have been removed from the Land or Improvements. Seller has delivered to Purchaser as part of the Due Diligence Materials complete copies of any and all environmental report relating to the Property of which Seller has knowledge or as are in Seller's possession or control

(i) All sums payable by reason of any labor or materials heretofore furnished with respect to the Property by or on behalf of Seller have been, or in the ordinary course of business prior to the Closing Date will be, paid, and Seller knows of no material dispute in connection therewith.

(j) Seller has not received any notice from any governmental agency, entity, department or authority having jurisdiction over the Property that the Property does not comply with any applicable federal, state, county or municipal laws, ordinances, codes, rules or regulations, including, without limitation, any zoning or other municipal bylaw, code or ordinance ("**Laws**"). To Seller's knowledge, the Property and the use thereof in the manner in which the same is currently being used, and the Improvements presently located on the Property, are in compliance with all Laws.

(k) Seller is and, as of the Closing Date, will be in possession of the Property, free of any tenancies and rights of third parties other than those set forth in Paragraph 3.7, above.

(l) Seller has delivered to Purchaser true and complete copies of all third-party reports in its possession or control relating to physical conditions and/or hazardous materials at the Property. The information and documentation delivered or made available to Purchaser/Developer as part of this transaction are true, correct and complete copies of the corresponding information and documentation in Seller's possession.

4.2 Survival. The truth, accuracy and completeness of each of the representations and warranties of Seller as of the date hereof, and as of the Closing Date, will constitute a condition precedent to the obligations of Purchaser/Developer hereunder. Each such representation and warranty will survive the Closing Date for a period of twelve (12) months after the Closing Date (the date of the expiration of said survival period being referred to as the "**Survival Date**") and

thereafter be extinguished. Claims that may be based upon such representations and warranties must be commenced prior to the Survival Date.

4.3 Seller's Knowledge. References to the "knowledge" of Seller means (i) the actual knowledge of Seller's employees agents and attorneys the times indicated and not implied, imputed or constructive knowledge of such individual and without any independent investigation or inquiry having been made or any implied duty to investigate, make any inquiries or review any Due Diligence Material.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF PURCHASER AND DEVELOPER

5.1 Representations and Warranties. As an inducement to Seller and Developer to enter into this Agreement, Purchaser hereby represents and warrants that:

(a) Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Connecticut has the power and authority to enter into this Agreement and to consummate the transactions herein contemplated and the execution and delivery hereof and the performance by Purchaser of its obligations hereunder will not violate or constitute an event of default under the terms or provisions of any agreement, document or other instrument to which Purchaser is a party or by which it is bound.

(b) The execution, delivery and performance of this Agreement by Purchaser and the consummation of the transactions contemplated hereby in the manner contemplated herein will not violate any provision of law, statute, rule or regulation to which Purchaser is subject or violate any judgment, order, writ, injunction or decree of any court applicable to Purchaser.

(c) No consent, authorization, license, permit, registration or approval of, or exemption or other action by, any governmental or public body, commission or authority is required in connection with the execution, delivery and performance by Purchaser of this Agreement.

5.2 Representations and Warranties. As an inducement to Seller and Purchaser to enter into this Agreement, Developer hereby represents and warrants that:

(a) Developer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Connecticut has the power and authority to enter into this Agreement and to consummate the transactions herein contemplated and the execution and delivery hereof and the performance by Developer of its obligations hereunder will not violate or constitute an event of default under the terms or provisions of any agreement, document or other instrument to which Developer is a party or by which it is bound.

(b) The execution, delivery and performance of this Agreement by Developer and the consummation of the transactions contemplated hereby in the manner contemplated herein will not violate any provision of law, statute, rule or regulation to which Developer is subject or violate any judgment, order, writ, injunction or decree of any court applicable to Purchaser.

5.3 Survival. The truth, accuracy and completeness of each of the representations and warranties of Purchaser and Developer as of the date hereof, and as of the Closing Date, will be a

condition precedent to the obligations of Seller hereof. Each such representation and warranty will survive the Closing Date for a period of twelve (12) months.

ARTICLE VI OTHER COVENANTS AND AGREEMENTS

6.1 No Liens or Encumbrances. Seller shall not transfer any interests, easements, or restrictive covenants in the Property arising after the date of this Agreement and prior to the Closing Date other than as listed in Section 3.7, above. Seller will not (i) mortgage, pledge or subject any of the Property or any part thereof to any lien or other encumbrance, which is not discharged on or prior to Closing, (ii) permit any mechanic's or materialmen's lien for work performed at the instance of Seller to attach against any of the Property, (iii) execute or cause or permit to be placed of record any document affecting title to any portion of the Property, or (iv) enter into, or subject any portion of the Property to any option contract, sales contract, or any other agreement pursuant to which any party shall have any right to occupy any portion of the Property or use any portion of the personal property located thereon that would be binding on Purchaser or the Property upon consummation of the transaction contemplated herein.

6.2 Legal Requirements. Prior to the Closing, other than to effectuate those interests set forth in Paragraph 3.7, above, Seller shall (a) not grant, modify, amend or terminate any easements or similar instruments of record affecting the Property without the prior written consent of Purchaser/Developer, which consent may be withheld in Purchaser's/Developer's sole discretion, and (b) comply with all requirements of any insurance company insuring the Property.

6.3 Maintenance of Property. Any improvements at the Property shall have been maintained in their condition as of the date hereof, reasonable wear and tear, casualty and condemnation only excepted.

6.4 Contracts. Seller shall not enter into contracts or agreements related to the Property that will survive the transfer of title to the Property without the prior written consent of Purchaser and Developer, which consent may be withheld in Purchaser's and Developer's sole discretion. Seller shall punctually perform and discharge each and every obligation or undertaking of Seller under any contracts related to the Property.

6.5 Insurance. Seller shall cause public liability insurance covering the Property to be maintained in full force and effect as heretofore maintained.

6.6 Change in Representations and Warranties. Seller shall notify Purchaser and Developer promptly upon obtaining knowledge of any material change in any of Seller's representations and warranties contained in Article 4.

6.7 Marketing. Seller shall not market the Property for sale, and Seller shall not solicit or accept any offers to purchase the Property from any party other than Purchaser.

6.8 Costs. Seller will pay or cause to be paid all costs, expenses, debts, taxes, fees, assessments and other obligations related to the use and ownership of the Property up to the date of Closing.

6.9 Actions. Seller shall not take any action, or omit to take any action, which action or omission would have the effect of causing Seller to be in breach or violation of any of its warranties, covenants and agreements contained herein, or that would cause any of Seller's representation to become untrue. If, prior to Closing, Seller receives written notice of any event, hearing or proceeding which would have a material adverse effect on the condition or operation of the Property, as a whole, or which, if adversely determined, would adversely affect (i) Seller's ability to consummate the transactions contemplated hereby, (ii) the ownership of the Property, (iii) the operation of the Property; or (iv) the value of the Property, Seller will promptly notify the Purchaser and Developer of such event, hearing or proceeding.

6.10 Information. Seller will, from time to time, (i) give to Purchaser and Developer, its attorneys, accountants, engineers and other representatives, during normal business hours and as often as may be reasonably requested, reasonable access to any and all parts of the Property and to books, records, and files in Seller's or its agents' possession or control relating to the Property, Notwithstanding the foregoing, Seller shall have no obligation to deliver to Purchaser/Developer; (a) any proposal, letters of intent, draft contracts or the like prepared by or for other prospective purchasers of the Property or any part there, (b) Seller's internal memoranda, attorney-client privileged materials, or internal appraisals and (c) any information which is the subject of a confidentiality agreement between Seller and a third party.

6.11 Alterations. Seller shall not undertake or commence any renovations or alterations of the Property, except those necessary to comply with any of the provisions of this Contract or to maintain sidewalks, retaining walls, access and other activities in the regular course of the Seller's business.

ARTICLE VII DAMAGE, DESTRUCTION AND CONDEMNATION

7.1 Condemnation. In the event any proceedings or negotiations are instituted which do or may result in a taking by condemnation of any portion of the Property, Seller shall promptly notify Purchaser and Developer in writing thereof, describing the nature and extent thereof. Purchaser/Developer may then, at its election, at any time before the Closing Date terminate this Agreement by written notice to Seller, whereupon Escrow Agent shall promptly refund the Deposit to Developer and all rights and obligations of the parties hereunder will be null and void, except for those rights and obligations that expressly survive the termination of this Agreement. In the event Purchaser/Developer does not terminate this Agreement by reason of any such taking, then and in that event, the sale of the Property shall be consummated as herein provided and Seller shall assign to Developer on the Closing Date all of Seller's right, title and interest in and to all awards payable by reason thereof and shall pay over to Developer all amounts theretofore received by Seller in connection with such taking. Seller shall not settle or compromise any claim for such award without the prior written consent of Developer, which consent may be withheld in Developer's sole discretion. Developer will have the right to participate in any condemnation proceeding.

ARTICLE VIII CLOSING DATE AND DELIVERY OF DOCUMENTS, ETC.

8.1 Closing Date. The closing of the transactions contemplated herein (the "*Closing*")

shall be conducted upon Developer's satisfaction with regard to those certain conditions in Article III having been satisfied, or on any other such date as the parties may agree in writing, provided such date shall be on or before **October 9, 2023** (the "**Closing Date**"). If Developer, in its sole and absolute discretion, determines that the Conditions have not been satisfied, Developer shall so notify Purchaser and Seller in writing, and Purchaser or Seller may terminate this Agreement in writing, and the Deposit shall be returned to the Developer, and no party herein shall have any further obligation or liabilities under this Agreement except those which expressly survive the termination hereof. If Seller terminates this Agreement under this section on or before October 9, 2023, the Deposit shall be returned to Developer, and no party herein shall have any further obligation or liabilities under this Agreement except those which expressly survive the termination hereof. Notwithstanding the foregoing, Seller, or Purchaser or Developer, in its sole discretion, shall have the right to extend the Closing Date through December 9, 2023. Purchaser, Developer, and Seller may mutually agree, but are not required to do so, subject to approval of the Town Council of Seller, to further extend the Closing Date but in any case no later than April 30, 2024.

8.2 Documents to be Delivered by Seller. On the Closing Date, Seller shall deliver to Purchaser the following documents, instruments and items, each duly executed and acknowledged (as appropriate):

(a) duly executed Quit-Claim Deed (the "**Deed**") for the Land and the Improvements in proper statutory form for recordation subject only to Permitted Exceptions and those set forth in Section 3.7 above;

(b) an owner's affidavit in sufficient form to cause the Title Insurer to remove the corresponding pre-printed exceptions from Purchaser's title insurance policy for parties in possession (other than Tenants under Leases), mechanic's or materialmen's liens and a gap affidavit in a form reasonably satisfactory to the Title Insurer, including, without limitation, such lien waivers, affidavits and indemnities the Title Insurer may require in connection with the Expansion;

(c) duly executed Closing Statement;

(d) documentation to establish to Purchaser's reasonable satisfaction and to the Title Insurer's satisfaction the due authorization of Seller's execution and delivery of all documents contemplated by this Agreement.

(e) such other documents and instruments as Purchaser, Lender or the Title Insurer may reasonably request to consummate the transactions contemplated by this Agreement or to perfect title to any of the Property in Purchaser.

The documents listed above in this Section 8.2 are referred to herein as the "***Seller Closing Documents***".

8.3 Documents to be Delivered by Purchaser/Developer. On the Closing Date, Purchaser/Developer shall deliver to Seller the following documents:

(a) duly executed certificates, dated as of the Closing Date, stating that the representations and warranties contained in Section 5.1 are true, correct and complete in all

material respects as of such date;

(b) duly executed Closing Statement.

(c) Net closing amount as set forth in Section 1.3, above, and an authorization to disburse the Deposit as set forth in Section 1.3, above.

The documents listed above in this Section 8.3 are referred to herein as the "***Purchaser/Developer's Closing Documents***". The Seller Closing Documents and the Purchaser and Developer Closing documents are collectively referred to as the "***Closing Documents***".

8.4 Form 1099. On the Closing Date the Seller and Purchaser shall execute and deliver a Form 1099 and shall instruct counsel for Purchaser to file the same with the Internal Revenue Service.

8.5 Delivery of Documents, Possession, and Other Items. At the Closing, Seller shall (a) deliver possession of the Property to Purchaser subject only to the Permitted Exceptions and those set forth in Paragraph 3.7. Any other such documents shall be made available to Developer by Seller at a mutually convenient time and place.

ARTICLE IX CLOSING ADJUSTMENTS

9.1 Adjustment Time. All apportionments and adjustments shall be made as of 12:00A.M. local time on the Closing Date.

9.2 Description of Items to be Adjusted. The following apportionments and adjustments shall be made:

(a) Seller shall have no responsibility for any sewer assessment as the Property is not connected to public sewer. There shall be no adjustment for municipal real property taxes, and Purchaser/Developer shall be responsible for any supplemental real property taxes, if any.

(b) All other income and expense from the Property of every type and nature.

If any of the foregoing cannot be apportioned at the Closing Date because of the unavailability of the amounts which are to be apportioned, such items shall be apportioned as soon as practicable after the Closing Date and the parties shall reasonably cooperate with one another in connection with such apportionment.

9.3 Closing Costs. Purchaser, Seller and Developer shall each pay their own legal fees related to the preparation of this Agreement and all documents required to settle the transaction contemplated hereby. Developer shall pay (i) all costs associated with its due diligence, including the cost of appraisals, architectural, engineering, and environmental reports, (ii) all title insurance premiums and charges and all title examination costs, (iii) all survey costs, and (iv) all costs of recording the Deed. Seller shall pay all state and local conveyance taxes, if any, charged for the conveyance of the Land and Improvements. All other customary purchase and sale closing costs shall be paid by Seller or Developer in accordance with the customs with respect to title closings

where the Property is located.

ARTICLE X DEFAULT; REMEDIES

10.1 Default by Purchaser. Seller may, provided Seller is not in default under this Agreement, terminate this Agreement by notice to Purchaser and Developer in the event of (a) a material default by Purchaser/Developer under this Agreement (which remains uncured for ten (10) calendar days after Seller's notice to Purchaser/Developer thereof, unless such default cannot be cured by the payment of money and cannot with due diligence be wholly cured within such ten (10) day period, in which case Purchaser/Developer will have such longer period as may be necessary to cure such default, so long as Purchaser/Developer proceeds promptly to cure such default within such ten (10) day period, prosecutes such cure to completion with due diligence within twenty (20) calendar days and advises Seller of the actions which Purchaser/Developer is taking and the progress being made) or (b) a material breach of any representation or warranty by Purchaser/Developer expressly set forth in this Agreement.

10.2 Default by Seller. Developer may, provided Developer is not in default under this Agreement, terminate this Agreement by notice to Seller in the event of (a) a material default by Seller under this Agreement (which remains uncured for ten (10) calendar days after Purchaser's notice to Seller thereof, unless such default cannot be cured by the payment of money and cannot with due diligence be wholly cured within such ten (10) day period, in which case Seller will have such longer period as may be necessary to cure such default, so long as Seller proceeds promptly to cure such default within such ten (10) day period, prosecutes such cure to completion with due diligence within twenty (20) days and advises Purchaser of the actions which Seller is taking and the progress being made), (b) a material breach of any representation or warranty by Seller expressly set forth in this Agreement, or if any conditions to closing as provided in Article III are not met.

10.3 Remedies.

(a) Purchaser, Developer and Seller agree that it would be impractical and extremely difficult to estimate the damages that Seller would suffer if the sale of the Property is not consummated because of a material default under or material breach of this Agreement on the part of Purchaser or Developer. Accordingly, Purchaser, Developer and Seller agree that a reasonable estimate of such damages is an amount equal to the Deposit, which shall be disbursed by Escrow Agent to Seller.

(b) If the sale of the Property is not consummated because of a material default under or material breach of this Agreement on the part of Seller, as provided in section 10.2 hereof, Developer will have the option, as its sole and exclusive remedy at law or in equity, to either (i) terminate this Agreement by delivery of written notice of termination to Seller, upon which Escrow Agent shall promptly refund the Deposit to Developer; or (ii) seek the equitable remedy of specific performance. Developer will be deemed to have elected its remedy under clause (i) of this Section 10.3(b) if Purchaser fails to file suit for specific performance against Seller in a court having jurisdiction in Connecticut on or before ninety (90) days following the date upon which Closing was to have occurred.

(c) Notwithstanding any provisions contained in this Agreement which would result in postponement of the Closing, including, without limitation, the notice and opportunity to cure required under Article X above, the Closing shall not be postponed for any reason without the written consent of Developer (which consent will not be unreasonably withheld or denied) if such postponement would cause the date of the Closing to occur subsequent to the expiration date of Developer's mortgage commitment and/or as a result of such postponement, such lending institution increases the rate of interest or the mortgage origination fees or other comparable charges, or the monies once committed become unavailable. Notwithstanding the foregoing, if Seller credits Developer at the Closing with any increased origination fees or comparable charges, or with a sum necessary to maintain Developer's interest rate with Developer's lender, then Developer agrees to proceed with due diligence to close on this transaction.

10.4 No Reliance on Documents. Purchaser and Developer each acknowledges and agrees that all materials, data and information prepared by independent third parties delivered by Seller to Purchaser and/or Developer in connection with the transaction contemplated hereby are provided to Purchaser and Developer as a convenience only and that any reliance on or use of such third party materials, data or information by Purchaser and Developer shall be at the sole risk of Purchaser and Developer.

10.5 Disclaimers. EXCEPT FOR THE REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE XI MISCELLANEOUS

11.1 Brokerage Commission and Finder's Fee. Each of Purchaser, Developer and Seller warrants and represents to the other that it has not engaged or dealt with any broker, salesman, finder or similar intermediary in connection with the purchase of the Property and each shall hold harmless, indemnify and defend the other from and against any and all claims, losses, liabilities, damages, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) based on any alleged fact inconsistent with such party's warranty and representation contained in this Section. In the event of a claim for a broker's or finder's fee or commission in connection herewith, then Seller shall indemnify, protect, defend and hold Purchaser harmless from and against the same if it shall be based on any statement or agreement alleged to have been made by Seller, and Purchaser shall indemnify, protect, defend and hold Seller harmless from and against the same, if it shall be based upon any statement or agreement alleged to have been made by Purchaser. The provisions of this Section 11.1 will survive the Closing.

11.2 Notices. All notices or other communications required or permitted to be given hereunder must be given in writing and delivered personally or mailed, certified or registered mail, postage prepaid, or by a reputable overnight delivery service, or sent by email addressed as follows:

If to Purchaser:

Mastrianai Realty, LLC
77 Cedar Grove Road
Southbury, CT 06488
Attention: James D. Mastriani
Email:

with a copy to:

Jackson O'Keefe
97 North Main Street
Southington, CT 06489
Attention: Matthew J. O'Keefe, Esq.
mjokeefe@jacksonokeefe.com

If to Developer:

GRAVA Holding LLC
50 Ashley Road
Windsor, CT 06095
Attention: Gregory Vaca
Email:

with a copy to:

Hassett & George, P.C.
945 Hopmeadow Street
Simsbury, CT 06070
Attention: Louis N. George, Esq.
Email: lgeorge@hgesq.com

If to Seller:

Town of Windsor

with a copy to:

O'Malley, Deneen, Leary, Messina & Oswecki
20 Maple Avenue
P.O. Box 504
Windsor, CT 06095
Attention: Kevin M. Deneen, Esq.
Email: kmdeneen@omalleydeneen.com

The foregoing addresses may be changed or supplemented by written notice given as above

provided. Any such notice sent by mail will be deemed to have been received by the addressee on the third business day after posting in the United States mail, or, if transmitted by overnight delivery service, on the first business day after transmittal, or, if delivered personally, on the date of delivery. A notice sent via email will be deemed to be delivered when sent. Counsel for a party may give notice to the other party with the same effect as if given by a party.

11.3 Attorney's Fees. This paragraph 11.3 intentionally deleted.

11.4 Successors and Assigns. The terms, covenants and conditions herein contained will be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

11.5 Governing Law. This Agreement is governed by the laws of the State of Connecticut without giving effect to principles of conflict of laws.

11.6 Incorporation of Prior Agreements. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior or other written or oral agreement or undertaking pertaining to any such matter will be effective for any purpose.

11.7 Modification of Agreement. This Agreement may not be amended or modified, nor may any obligation hereunder be waived orally, and no such amendment or modification will be effective for any purpose unless it is in writing, signed by the party against whom enforcement thereof is sought.

11.8 Drafting Ambiguities; Interpretation. In interpreting any provision of this Agreement, no weight shall be given to, nor shall any construction or interpretation be influenced by, the fact that counsel for one of the parties drafted this Agreement, each party recognizing that it and its counsel have had an opportunity to review this Agreement and have contributed to the final form of same. Unless otherwise specified (a) whenever the singular number is used in this Agreement, the same shall include the plural, and the plural shall include the singular; (b) the words "consent" or "approve" or words of similar import, mean the prior written consent or approval of Seller or Purchaser, (c) the words "include" and "including", and words of similar import, shall be deemed to be followed by the words "without limitation", and (d) the Exhibits to this Agreement are incorporated herein by reference.

11.9 Interpretation. This Agreement shall be construed reasonably to carry out its intent without presumption against or in favor of either party. If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Agreement shall be construed in such manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible. The captions and paragraph headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of or aid in interpretation of any of the provisions hereof.

11.10 Counterparts. This Agreement may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon

and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages. In order to expedite the transaction contemplated herein, signatures transmitted by an electronically reproduced image may be used in place of original signatures on this Agreement. Seller and Purchaser intend to be bound by the signatures on the electronic reproduction, are aware that the other party will rely on such signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

11.11 Assignment. Each of Seller, Purchaser and Developer shall not assign this Agreement without the prior written consent of the other parties. Any attempted assignment in violation of this Section 11.11 will be void *ab initio*. Notwithstanding the foregoing, Purchaser will have the right to assign this Agreement without Seller's consent to an entity controlled by or under common control with Purchaser.

11.12 Business Days. The term "business day" means any day other than Saturday, Sunday or a day on which banking institutions in Connecticut are obligated or authorized by law or executive action to be closed to the transaction of normal banking business.

11.13 Survival. The covenants, obligations, representations, warranties and agreements of the parties set forth in this Agreement shall survive the Closing (subject to the limitations on survival of warranties and representations set forth in Sections 4.2 and 5.2 above), for a period of twelve (12) months.

11.14 Limitation on Assumption. Except as expressly provided in the documents delivered at the Closing, Purchaser has not assumed, and shall not assume, any liability whatsoever of Seller.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

SELLER:
TOWN OF WINDSOR

By: _____
Name:
Its
Duly Authorized

PURCHASER:
MASTRIANI REALTY, LLC

By: _____
Name:
Its

Duly Authorized

DEVELOPER:
GRAVA HOLDING LLC

By: _____
Name: Gregory Vaca
Its Member
Duly Authorized

EXHIBIT A
LEGAL DESCRIPTION OF LAND
See Attached

EXHIBIT A

STATE OF CONNECTICUT PARCELS TRANSFERRED TO THE TOWN OF WINDSOR

Two certain parcels of land situated in the Town of Windsor, County of Hartford, and State of Connecticut, containing a total of 16,278 square feet, more or less, and more particularly shown on a map filed in or to be filed in the Windsor Town Clerk's Office entitled: TOWN OF WINDSOR MAP SHOWING LAND RELEASED TO TOWN OF WINDSOR BY THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION BROAD STREET (CT ROUTE 75) & PALISADO AVENUE (CT ROUTE 159) SCALE 1" = 40' JANUARY 2022 SCOTT A. HILL, P.E. CHIEF ENGINEER — BUREAU OF ENGINEERING AND CONSTRUCTION", TOWN NO. 164, PROJECT NO. 164-168, SERIAL NO. 4A, SHEET 1 OF 1, bounded and described as follows:

Parcel No. 1: Located on the northeasterly side of Present Poquonock Avenue (CT Route 75 containing 10,438 square feet, more or less.

SOUTHWESTERLY	by Present Poquonock Avenue (CT Route 75), a distance of 98 feet, more or less, by a line designated "RELEASE LINE & PROPOSED HIGHWAY LINE", as shown on said map;
WESTERLY	by Present Prospect Street, a distance of 14 feet, more or less, by a line designated "RELEASE LINE & PROPOSED STREET LINE", as shown on said map;
NORTHERLY	by land now or formerly of Mastriani Realty LLC, a distance of 226 feet, more or less, by a line designated "RELEASE LINE & EXISTING HIGHWAY LINE", as shown on said map;
NORTHWESTERLY	by said land now or formerly of Mastriani Realty LLC, a distance of 18 feet, by a line designated "RELEASE LINE & EXISTING HIGHWAY LINE", as shown on said map;
NORTHERLY	by land now or formerly of the Town of Windsor, a distance of 25.35 feet, by a line designated "RELEASE LINE & EXISTING HIGHWAY LINE", as shown on said map;
SOUTHEASTERLY	by Present Palisado Avenue (CT Route 159), a distance of 75 feet, more or less, by a line designated "RELEASE LINE & PROPOSED HIGHWAY LINE", as shown on said map;
SOUTHERLY	by land now or formerly of the Town of Windsor, a distance of 129 feet, by a line designated "RELEASE LINE & EXISTING HIGHWAY LINE", as shown on said map.

Parcel No. 2: Located on the northwesterly side of Present Palisado Avenue (CT Route 159), containing 5,840 square feet, more or less:

SOUTHEASTERLY	by Present Palisade Avenue (CT Route 159), a distance of 238 feet, more or less, by a line designated "RELEASE LINE & PROPOSED HIGHWAY LINE", as shown on said map;
SOUTHERLY	by said Present Palisado Avenue (CT Route 159), a distance of 61 feet, more or less, by a line designated "RELEASE LINE & PROPOSED HIGHWAY LINE", as shown, on said map;
NORTHWESTERLY	by land now or formerly of the Town of Windsor, a distance of 294 feet, by a line designated "RELEASE LINE & EXISTING HIGHWAY LINE", as shown on said map;
NORTHEASTERLY	by said Present Palisado Avenue (CT Route 159), a distance of 22 feet, more or less, by a line designated "RELEASE LINE & PROPOSED HIGHWAY LINE", as shown on said map.

Parcels of Town of Windsor:

Two certain pieces or parcels of land situated in the Town of Windsor, County of Hartford and State of Connecticut as shown as "PARCEL NO. 3 TO BE ACQUIRED FROM TOWN OF WINDSOR BY MASTRIANI REALTY, LLC" and "PARCEL NO. 4 TO BE ACQUIRED FROM TOWN OF WINDSOR BY MASTRIANI REALTY, LLC" on a plan entitled "PLAN TO SHOW PARCELS TO BE ACQUIRED FROM TOWN OF WINDSOR BY MASTRIANI REALTY, LLC 144 BROAD STREET WINDSOR, CONNECTICUT SCALE: 1 IN.=30 FT. DATE: DEC. 12, 2022 Alford ASSOCIATES, INC. CIVIL ENGINEERS WINDSOR, CONNECTICUT", said parcels are more particularly bounded and described as follows:

PARCEL NO. 3

Beginning at a point being the northeasterly corner of property now or formerly of Mastriani Realty, LLC and being the southeasterly corner of property now or formerly of Kevin Ravlin and Stephanie L. Wilson, said point also being the northwesterly corner of the subject parcel;

thence S 46°46'15" E, along property now or formerly of the Town of Windsor, 19.79 feet to a point;

thence S 43°13'45" W, along Parcel No. 2, 293.37 feet to a point;

thence N 83°23'57" W, along Parcel No. 1, 25.69 feet to a point;

thence N 43°23'00" E, along property now or formerly of Mastriani Realty, LLC, 308.70 feet to the point and place of beginning:

containing 6,079 square feet or 0.140 acres.

PARCEL NO. 4

Beginning at a point in the westerly highway line of Palisado Avenue, also known as Connecticut Route 159, said point being the southeast corner of Parcel No. 1 and also being the northeast corner of the subject parcel;

thence southwesterly along a curve to the left, in the westerly highway line of Palisado Avenue, also known as Connecticut Route 159, 30.43 feet to a point, said curve has a radius of 470.00 feet and a central angle of $3^{\circ}42'33''$;

thence $S 80^{\circ}36'57'' W$, 30.11 feet to a point;

thence $N 76^{\circ}19'49'' W$, 23.40 feet to a point;

thence northwesterly along a curve to the left, 68.89 feet to a point, said curve has a radius of 108.75 feet and a central angle of $36^{\circ}17'44''$;

the three (3) preceding courses being in the north highway line of Poquonock Avenue, also known as Connecticut Route 75;

thence $S 84^{\circ}30'15'' E$, along Parcel No. 1, 129.00 feet to the point and place of beginning:


containing 2,476 square feet or 0.057 acres.

Agenda Item Summary

Date: January 3, 2023

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: DECD Urban Action Grant Program – Design of Broad Street Road Diet Improvements

Background

In 2014, the town completed a Windsor Center Transit-Oriented Development (TOD) Master Plan and Redevelopment Strategy Study which focused on developing goals and strategies to enhance the economic and civic value of Windsor Center including supporting local business by slowing down traffic, adding the ability for additional on-street parking, and creating an overall safer and friendlier environment for pedestrians.

At its December 21, 2020 meeting, the Town Council approved funding for the preliminary design of the Broad Street Road Diet project in the amount of \$85,000. Preliminary design has been completed and a design consultant for the final design phase has been selected.

In FY 2021, the Town Council authorized town staff to submit an Urban Action Grant Program application for the final design of the project. The State of Connecticut, has awarded the town a \$200,000 grant for final design and construction administration. At this time staff is respectfully requesting authorization to approve the acceptance and expenditure of the grant for final design and associated services.

Discussion

The Windsor Center TOD Master Plan recommended rebalancing the circulation patterns to better incorporate pedestrians and parking. One of the more substantial recommendations to improve Town Center included a variety of street, streetscape, and pedestrian improvements including the reduction of through lanes on Broad Street from four to two. This initiative has been referred to as a “road diet.” The plan would also include the creation of designated on-street parking, left turn pockets, bump-outs to aid pedestrian crossing and traffic signal modifications.

The project limits include CT Route 159 (Broad Street), from the vicinity of Sycamore Street northerly to Palisado Avenue and the vicinity of the railroad overpass, a total distance of approximately 2,550 feet. The project will also include evaluation of the intersections and intersecting streets within the project corridor - Batchelder Road, Elm Street, Maple Avenue, Union Street, Prospect Street and CT Route 75 / Poquonock Avenue.

A traffic study was conducted in 2014, and updated in 2020, to confirm that the traffic assumptions made for the road diet are valid. The studies determined that the Broad Street corridor, within the project area, is expected to operate at acceptable levels of service (LOS) following the implementation of the proposed road diet. Vehicle queues will be accommodated within the available storage lengths. Additionally, the proposed road diet will enhance safety along Broad Street, improve mobility for pedestrians and transit users; and add parallel parking along both sides of the street. Discussions with the CT Department of Transportation have been held and DOT agrees with the overall project concept.

In FY 2021, the Town Council authorized town staff to submit an Urban Action Grant Program application for the Broad Street Road Diet project. The State of Connecticut, Department of Economic Development has awarded the town a \$200,000 grant for final design and construction administration.

At this time, staff is requesting the Town Council authorize the acceptance and expenditure of the grant funding. This action will allow a grant agreement to be executed and design work to continue. Final design and construction documents are expected to be completed in fall 2023 with construction anticipated to begin in spring or summer 2024.

Financial Impact

Accepting the grant funding would eliminate the need for further town funding towards final design services. Funding for the construction of the project is forecast to be predominately through State and Federal funding sources. The State of Connecticut Bond Commission has approved \$1 million and the recently adopted Federal budget included \$3 million in funds toward the project. If project construction is administered by the town, then a referendum could be required per Sec. 9-3 of the *Town Charter* if the estimated project cost exceeds 3% of the then current tax levy.

Other Board Action

None

Recommendations

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

“RESOLVED, to approve the acceptance and expenditure of funds from the State of Connecticut for an Urban Action Grant in the amount of \$200,000 for the Broad Street Road Diet Project.”

Attachments

None



**Town Council
Resignations/Appointments/Reappointments
January 3, 2023**

Resignations

- A. **Accept the resignation of Charles Copeland from the
Commission on Aging and Persons with Disabilities**

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

None

Names submitted for consideration of appointment

None



**TOWN OF WINDSOR
TOWN COUNCIL
HYBRID MEETING
DECEMBER 19, 2022
PUBLIC HEARING**

UNAPPROVED MINUTES

1) CALL TO ORDER

The Public Hearing was called to order at 7:20 p.m. by Mayor Trinks.

Present: Mayor Donald Trinks, Deputy Mayor Lisa Rampulla Bress, Councilor Black-Burke, Councilor James Dobler, Councilor Ronald Eleveld, Councilor Kristin Gluck Hoffman, Councilor Kenneth Smith, and Councilor Jody Terranova

Absent: Councilor Walker

Mayor Trinks read aloud the notice of the public hearing to hear public comment on:

“THE PROPOSED NAME CHANGE FOR A PORTION OF STONE ROAD NORTH OF INTERNATIONAL DRIVE TO THE EAST GRANBY LINE.”

2) PUBLIC COMMENT - None

3) ADJOURNMENT

Mayor Trinks declared the Public Hearing closed at 7:25 p.m.

Respectfully Submitted,

Helene Albert
Recording Secretary



**TOWN COUNCIL
HYBRID MEETING – VIRTUAL AND IN-PERSON
December 19, 2022
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, Deputy Mayor Lisa Rampulla Bress, Councilor Nuchette Black-Burke, Councilor James Dobler, Councilor Ronald Eleveld, Councilor Kristin Gluck Hoffman, Councilor Kenneth Smith, and Councilor Jody Terranova

Absent: Councilor Lenworth Walker

2) PRAYER OR REFLECTION

Councilor Dobler led the group in reflection.

3) PLEDGE OF ALLEGIANCE

Councilor Dobler led the group in the Pledge of Allegiance.

4) PROCLAMATIONS AND AWARDS

- a) Award in Recognition of the Windsor Senior Center as Easter Seals Community Partner of the Year

Councilor Gluck-Hoffman presented the award to the Senior Center staff.

5) PUBLIC COMMUNICATIONS AND PETITIONS

George Slate, 74 Ethan Drive, stated that if you don't look at the upcoming budget as a two budget process you really miss the boat. He stated there should be a budget property tax increase of 2.99%. He added that \$8.7 million should be the increase in spending that the town has for this fiscal year and for the fiscal year after that as well. For FY 25, we need to expand the low income elderly and disabled program for perhaps one year or so. He feels the budget calendar should be amended to include a public hearing for the public to give input for one time expenditures.

6) COMMUNICATIONS FROM COUNCIL MEMBERS

Councilor Dobler gave his condolences for Councilor Walker's father who recently passed away. He wished everyone a happy holiday season and he's looking forward to 2023.

Councilor Walker - absent

Councilor Terranova wished everyone a happy and healthy holiday season. She reminded everyone that there are many respiratory illnesses going around right now. There are free COVID tests available from the federal government at covid.gov/tests which can be mailed to your house. She reminded everyone to get their flu shots.

Councilor Gluck Hoffman also stated her condolences to Councilor Walker. She mentioned that she is very thankful to the community and all their help during her husband's illness.

Councilor Black-Burke said her prayers go out to the Walker family. She wished everyone a Merry Christmas, Happy Chanukah and all the other holidays that come up this time of year. She congratulated the Windsor High School award winning music department with their band and choral presentations. She wished everyone a safe and blessed holiday season.

Councilor Eleveld wished everyone happy holidays, Happy Chanakuh and all the other holidays during this time of year. He gave his condolences to Mr. Walker regarding his father's passing.

Deputy Mayor Bress said ditto to everything everyone else has said about the holidays and gave her condolences to Councilor Walker. Project Santa took place recently and businesses, places of worship and individual citizens were involved in this effort. It never ceases to amaze her of the generosity of all those who give their time, effort and donations towards this event and thanked them for their kindness to our community. Deputy Mayor Bress shared that she went to the opening of the Windsor robotics and they were very grateful and expressed their thanks to the Council for their new space. She wished everyone a Happy New Year.

Councilor Smith thanked the Carmon family for coordinating the 'Wreaths Across America' event and the Windsor Fire Company for placing 20 wreaths on graves of not only veterans but people who have served their community as volunteer firefighters. He gave his condolences to the Walker family and wished everyone a safe and happy holiday.

Mayor Trinks urged everyone to take COVID seriously during the holidays.

7) REPORT OF APPOINTED BOARDS AND COMMISSIONS

a) Public Building Commission

Rich Hazelton, Public Building Commission, gave the following report:

Sage Park Middle School Energy HVAC Efficiencies Upgrades Project Phase 2 & 3– 9519

Due to logistics delaying equipment delivery until spring 2023, the phase two project is now on hold until summer 2023. The PBC reviewed all bids for phase three at its last meeting. The PBC moved to award the phase three project work to Action Air of Manchester, CT (\$2,113,700). Pending Town Council approval, work on phase three will begin in May 2023.

Aquatic Facilities Improvements Design –9536

The PBC at its last meeting reviewed all bids received for this construction project. The PBC moved to award this project to Connecticut Carpentry Corporation of Rocky Hill, CT. \$1,510,000. Pending Town Council approval, work will be scheduled to begin in March 2023 and be completed in mid-June 2023.

Milo Peck School HVAC Construction – 9538

The PBC received and has reviewed a study evaluating both project options; as originally designed with natural gas and an all-electric option. The evaluation compares both options' construction costs, annual operating costs, and lifetime equipment replacement costs. The PBC has met twice with the Clean Energy Committee to discuss the pros and cons of both project options. At the PBC's last meeting, we moved to unanimously keep the project as originally designed. We believe since this project is a retrofit into an existing older building, newer and untested technologies would not be the correct application for this project.

Clover Street School Roof Replacement Design Project – 9549

The project design architect, Hibbard & Rosa, has completed the construction and specification drawings. The PBC reviewed the completed drawings. Construction is scheduled for FY2026.

Design for LP Wilson Community Center HVAC Renovations - 9551

This project is currently out to bid with all bids due on January 3, 2023. The PBC will review the bids and schedule interviews with contractors. The PBC expects to potentially award this project in January 2023.

330 Windsor Ave. Community Center Gym HVAC Renovations -9550

The contractor has ordered all new equipment but current logistics have the new equipment arriving now in January 2023. The contractor completed most of the interior work and is waiting on delivery of roof top units.

Design for Clover Street School Restroom ADA Code Compliances – 9552

The PBC reviewed completed drawings at our September 13, 2022 meeting. Construction is scheduled for FY2024.

Design for LP Wilson BOE Restroom Renovations- 9553

The PBC reviewed completed drawings at its September 13, 2022 meeting. Construction is scheduled for FY2025.

LP Wilson Social Services Relocation Project - 9545

This project is scheduled to be completed in early January 2023. The Social Services department is scheduled to be relocated into this renovated area in mid-January 2023.

O'Brien Field House Renovation Design Project - 9546

The PBC awarded this project to KBA of New Britain, CT. KBA held several meetings with the Board of Education Athletic Director and Board of Education staff to review athletic program requirements for girls and boys. KBA will be presenting the final draft of the Feasibility Study to the PBC at its January 10, 2023 meeting.

Sage Park Middle School Roof Design Project – 9541

The architect has informed the PBC that the construction drawings are complete. The PBC has scheduled the architect to present the drawings for their review and approval at the next meeting on January 10, 2023.

Poquonock Elementary School Roof Design Project – 9558

The awarded architect has started the process of designing construction drawings for this project. The PBC expects to receive completed drawings at one of its March 2023 meetings.

JFK Elementary School HVAC System Upgrades Phase III Project

This project is currently out to bid and the bids are due on Tuesday, December 20, 2023. The PBC will review these bids and potentially award this project at its first meeting in January 2023.

Councilor Gluck Hoffman asked about the bid for Goslee Pool. Were there any bids from anyone local? Whit Przech, Building Facilities Manager, answered there were not.

Councilor Eleveld asked if these are all prevailing wages. Town Manager Souza stated that the majority of the projects are. They meet the threshold that the state law outlines.

Councilor Dobler asked about the O'Brien Field house. It was previously said that once we hear back from a contractor, that the decision would be made as to whether we want to do a renovation or demolish the house and start from scratch. Is that still the game plan? Mr. Hazelton stated that he believes at this time, they are looking at renovating the space, but that may change.

8) TOWN MANAGER'S REPORT

Town Offices Closed

Town offices and facilities will be closed Monday, December 26th for the Christmas Holiday as well as January 2nd in observance of New Year's Day.

Merry Christmas and happy holidays to everyone. Please be safe as you enjoy the holidays.

Grandparent and Kinship Circle

The town's Social Services Department offers a support circle for Grandparents over the age 55 who are raising a grandchild or kin. If you'd like to learn more from professionals and other grandparents, please call Social Services at 860-285-1839. We can add you to our Grandparent & Kinship Circle email distribution list to be kept aware of events and programs happening to help support grandparents raising a second family. The Grandparent Raising Grandchildren/Kin Program is funded in part by the Older Americans Act through the North Central Area Agency on Aging & Social Services

Also, the Social Services Department has created a new email distribution list to let residents know about the various services and events the department provides.

If you are interested in receiving emails with information and events please call Windsor Social Services at 860-285-1839 to sign up.

Bridge Builder Award Nominations

Nominations for the 27th Annual Bridge-BUILDER Awards are being accepted until January 2nd. This event presented by the Windsor Human Relations Commission recognizes the work of town residents and businesses that work to encourage greater trust, understanding and solidarity in our community,

More information can be found on the town's web site at www.townofwindsorct.com.

The annual award ceremony will be held at Town Hall on January 12th starting at 6:30 p.m.

Energy and Food Assistance

If you are in need of energy or food assistance our social services department and the Windsor Food and Fuel Bank may be able to help.

Please call 860-285-1839 to get more information on programs and eligibility qualifications.

9) REPORTS OF STANDING COMMITTEES

Town Improvements Committee – Councilor Dobler – nothing to report.

Finance Committee – Councilor Terranova stated the Finance Committee met last week and they have a number of items on the agenda tonight regarding the FY 24 budget, discussion of the auditor selection for upcoming years as well as the fixed assessment agreement for Blueprint Robotics. She will be asking the Town Manager to look into the senior/veteran tax relief program that we have as that has come up during the last couple of Council meetings. She'd like the Finance Committee to take a look at the current policy and what the surrounding towns are offering to see what we can do the help our citizens.

Health and Safety Committee – Councilor Black-Burke stated there is nothing to report at this time.

Personnel Committee – Deputy Mayor Bress stated that we have some individuals to vote in this evening on boards and commissions.

10) ORDINANCES – None

11) UNFINISHED BUSINESS

- a) Approve proposed name change for a portion of Stone Road north of International Drive to the East Granby town line

MOVED by Deputy Mayor Bress, seconded by Councilor Smith that the section of Stone Road, north of International Drive to the East Granby town line be renamed Hazelwood Road.

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

- b) Approve economic development incentive for Blue Print Robotics

MOVED by Deputy Mayor Bress, seconded by Councilor Terranova that the Town Manager is authorized and directed to execute on behalf of the Town of Windsor a fixed assessment agreement between the Town of Windsor and Blueprint Partners Corp which is generally consistent with the attached draft form of agreement.

Councilor Terranova stated the Blueprint Robotics project qualifies for consideration under the town's economic incentive policy as a manufacturer.

Blueprint Robotics has requested a base assessment abatement of 60% of the proposed real property improvements for a term of five years (5) years which is the maximum percentage that can be abated for a new business making a market value real property improvement investment between \$31-50M. The company estimates it will invest \$40.5M in building and leasehold improvements. An analysis by town staff estimates a building value of approximately \$38.8M. Per the policy, this level of investment would permit the town council to set an abatement schedule with a maximum average percentage abated of 60% over five years.

The abatement policy allows for the potential of upward adjustments of 5% each if the project includes wages that exceed the median wages of similar positions in Hartford County or the building design utilizes high quality materials on the building exterior and/or the use of sustainable technologies including solar. The company requested that the town consider these upward adjustments. In our discussions with the applicant we have indicated concurrence with the requested 5% adjustment related to the use of sustainable technologies but not the adjustment related to median wages as not all of the planned positions are projected to be above median wage of similar positions in Hartford County. The project incorporates sustainability features such as solar, passive building design features and reuse of manufacturing waste for heating.

Councilor Eleveld said in the past years we've done these fixed assessment agreements. for a shorter amount of time and the amount was bit less than 65% at 5 years. Why are we giving such a generous package to this company? Town Manager Souza stated that the request before the Council and the recommended package meets the Town Council policy guidelines. Each of these requests are unique. This is a manufacturing company making substantial investments in their personal property. When you look at their pro forma, we believe that it is in accordance to the policy. They were actually requesting a \$3.3 million economic incentive. The package before you this evening is at approximately \$2.9 million over the same 5 year period with the town receiving \$3.2 million in revenue.

Councilor Eleveld pointed out that the other factor is why we have a flat 65%. Town Manager Souza said because of the other incentives that we provided, those companies have made large investments in personal property that depreciated very quickly due to the nature of the property. Manufacturing equipment is exempt, so they're roughly \$2.0 million in personal property investment does not depreciate at the rapid pace that the Amazon or Walgreens did. That is why there is a slight decrease each year in terms of revenue. That is why we keep it relatively simple and kept it at a flat percentage over the 5 year period.

Councilor Eleveld said in this situation, this is a manufacturing firm, not a warehouse. It should not drive the excessive use on our roads and wear and tear we see from the other warehouse distribution centers. He is assuming that since it's on Day Hill Road, all the traffic will be running up Day Hill Road or Bloomfield Avenue, Blue Hills. Is that reasonable to say? Town Manager Souza stated that yes, most of the traffic will probably be running up Day Hill Road based on the location that they are looking at. There will be roughly 20 inbound truck trips and 20 outbound. These trucks are largely controlled by the company. The impacts are relatively minimal related to truck traffic.

Councilor Black-Burke commented she hopes that there will be an opportunity to have some sort of incubator or collaborative space with the high school students while manufacturing continues to be on the forefront.

Councilor Eleveld asked if collaborative efforts with school systems has been done with Blueprint Robotics. Jerry Small, CEO of Blueprint, said that they have high engagement

with the local Baltimore community. They do an employment outreach with former felon programs and vet programs. We encourage interaction with the local vocation and welcome that opportunity.

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

12) NEW BUSINESS

- a) Authorize a contract extension with RMS, US LLP for financial services related to fiscal years 2023 and 2024

MOVED by Councilor Terranova, seconded by Deputy Mayor Bress to appoint the firm of RSM US, LLP as the Town Auditor to carry out the financial audit of the Town of Windsor for fiscal years 2023 and 2024, and authorize the Town Manager to finalize an agreement with said firm.

Councilor Terranova stated at the last Finance Committee meeting, there was discussion of our current contract with RSM which expired this past fiscal year. In the past, we have made extensions for one or two years and have also put it out to bid and interviewed other companies for the auditor position.

Councilor Terranova added that while she was on the Finance Committee in 2014 and then in 2018 they went through this process. In 2014, the town went with RSM. They were head and shoulders above the other two companies that were interviewed. In 2018, when their contract expired, we put out a bid for proposals. We received no proposals but RSM's, so they had no competition at that time. A few years ago, when the contract expired it was extended for a couple more years.

Councilor Terranova said that the pool of auditors that do municipal audits is pretty slim. We are very satisfied with RSM and work well with them. They give new onsite managers each year so there are new people checking our audit.

The Finance Committee's recommendation is to extend the contract with RSM for two more years and get the cost for their services and if that's reasonable, to go forward with the extension.

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

- b) Approve Fiscal Year 2024 Budget Parameters

MOVED by Councilor Terranova seconded by Deputy Mayor Bress that the attached FY 24 budget assumptions and parameters be approved as presented.

Councilor Terranova stated each year town staff provides the Finance Committee with some assumptions for revenues and expenditures in preparation of the upcoming budget.

Councilor Terranova stated that right now we are looking at state aid to be about the same as last year as well as our building permits and conveyance fees. There will be an increase in interest earnings, as interest rates have gone up. Per the adopted policy by the Council a couple of years ago, there will be no opening cash incorporated in the budget that the Town Manager presents to the Council.

Councilor Terranova added there is a list of expenditures we see each year with the assumptions of an increase or decrease for those. That list includes employee health insurance, utility costs, MDC (decrease in ad valorem this year) and all others which are pretty standard expenses. These are the working numbers to begin our budget process and it will be fine-tuned as we move along.

Councilor Eleveld said that there is a 20% increase for electricity for FY 24. Would that have been higher if we did not have all the solar that we have? Town Manager Souza said yes. Power purchase agreements that we entered into 10-12 years ago are at \$0.05 or so. We have entered into a multi-year agreement for power supply that will go into effect November of 2023 that is substantially less than what Eversource is currently offering.

Councilor Eleveld stated that it seems that each year the Board of Education fuel is a big issue. When do gasoline, oil, fuel negotiations happen? Does that occur in January or March? Town Manager Souza said that it's in the March/April time frame. We do that collaboratively with the Board of Education. We have sometimes joined in with the Regional Cooperative arrangement through CRCOG as well. Those numbers will get firmed up in that March, early April time frame.

Councilor Eleveld asked that currently we are looking at 20% and an 11% increase in gasoline and diesel correct? Town Manager Souza responded that is correct.

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

c) Approve Fiscal Year 2024 Budget Calendar

MOVED by Councilor Terranova, seconded by Deputy Mayor Bress, to approve the proposed FY 2024 budget calendar as presented.

Councilor Terranova stated that the budget calendar is an outline for our budget discussions and deliberations. It will start off with a couple of public hearings and informational sessions that the Town Manager will present to the town. There are multiple opportunities for public comment throughout the process. The presentations will begin after our first Monday April meeting. Presentations will begin on Tuesday, April 4th due to the Passover holiday falling on April 5th.

Councilor Smith stated there is an error on the budget calendar. The January 15th meeting is a Wednesday and not a Thursday as stated on the document.

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

d) Approve Fiscal Year 2024 Budget Format

MOVED by Councilor Terranova, seconded by Deputy Mayor Bress that the FY 24 budget format remain the same as the format utilized for FY 23.

Councilor Terranova stated the format will stay the same as that used for FY 23 but there is one change. There will be a new look on how the contributions to the defined retirement benefit plan are allocated in the budget book, however, it will not change the final dollar amount. Instead of allocating it to each department, it will take out the cost of those already retired and put it in general services so the department is not carrying the burden of the retiree costs for those no longer working in their department. It's currently a 65% - 35% split based on the current amount of individuals in the defined benefit plan. There is a sample page attached to tonight's document that shows how it will look. Please take notice that the percent of increase for the general services budget may sound like a lot when it is presented to the Council, but the final dollar amount will remain the same.

Councilor Dobler asked how many people are on the defined benefit plan currently. Councilor Terranova responded it's about 35%. Councilor Dobler asked if that included the Police? Town Manager Souza stated there are currently around 190 town employees, including the Board of Education on the plan. The Board of Education non-certified are a part of the town-wide defined benefit plan. Councilor Dobler asked if these are mostly people that they employ with the town for a long time or not? Town Manager Souza stated that on the General Government side, we closed our defined benefit program to new active employees over the period of 2011-2014 and in 2013 for the Board of Education.

Councilor Eleveld asked with the shift going to the General Services fund for each department will there be a reduction for the amount that was charged to the individual departments with a correlating increase in General Government? Is that correct? Town Manager Souza replied that is correct. It depends on the department and how many individuals are on the defined benefit plan. Some departments have 4-5 individuals while others may only have only one left due to retirements.

Deputy Mayor Bress stated she is a fan of the defined benefit plan. She shared with Councilor Dobler that she had asked the Town Manager a question as to whether or not we had lost any candidates who were coming to our town to be employed based on the fact that we do not have a defined benefit plan. Town Manager Souza had replied that we did lose some candidates based on that being a factor. Deputy Mayor Bress stated that she'd hate to see the town lose potential employees just because we don't have that option.

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

- e) Introduce a bond ordinance entitled, AN ORDINANCE APPROPRIATING \$1,730,000 FOR COSTS IN CONNECTION WITH AQUATIC FACILITY IMPROVEMENTS – GOSLEE POOL HOUSE; AND AUTHORIZING THE ISSUE OF \$1,730,000 IN BONDS AND NOTES TO FINANCE THE APPROPRIATION.

MOVED by Deputy Mayor Bress, seconded by Councilor Terranova, that the reading into the minutes of the text of a bond ordinance entitled, “AN ORDINANCE APPROPRIATING \$1,730,000 FOR COSTS IN CONNECTION WITH AQUATIC FACILITY IMPROVEMENTS - GOSLEE POOL HOUSE; AND AUTHORIZING THE ISSUE OF \$1,730,000 IN BONDS AND NOTES TO FINANCE 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 (Councilor Walker absent)

MOVED by Deputy Mayor Bress, seconded by Councilor Terranova, to introduce a bond ordinance entitled, “AN ORDINANCE APPROPRIATING \$1,730,000 FOR COSTS IN CONNECTION WITH AQUATIC FACILITY IMPROVEMENTS - GOSLEE POOL HOUSE; AND AUTHORIZING THE ISSUE OF \$1,730,000 IN BONDS AND NOTES TO FINANCE APPROPRIATION.”

Paul Norris, Director of Recreation and Leisure Services, stated Engineering and design of the Goslee Pool bathhouse/changing facility and lifeguard facility is complete and the project has been bid. The project includes complete interior renovation of the bathhouse with a 270 sq. ft. addition, exterior roof replacement, and new exterior siding. The redesigned interior of the bathhouse will have a new entry vestibule with a staff admittance desk. Completely new ADA code-compliant men’s and women’s restrooms. Both will have new plumbing fixtures, flooring, and painted wall surfaces. The lifeguard facility will have a 96 sq. ft. addition to accommodate a new pump room and a new chemical room. The existing water filtration area will be fully enclosed for weather protection. A new family restroom will be constructed, and the lifeguard office training and break room will be enlarged.

The Public Building Commission has bid and approved this project. If authorized, construction would start in early February, and completion before July 1, 2023, is expected. This project is in the Capital Improvements Program (CIP) for the current fiscal year with a preliminary cost estimate of \$1,675,000. Based on project bids received, the total project costs are \$1,730,000, including contingency.

Councilor Eleveld stated that the project was going to be lent for \$1.5 million but the amount being requested is \$1.73 million. Can you please explain the differential? Mr. Norris replied that the differential is that there is a 10% contingency that may arise in the

project. We also have a cost associated with a project clerk that will oversee the construction and that will work with construction and town staff to verify prevailing wage and so forth.

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

- f) Set a Public Hearing for 7:20 PM on January 3, 2023 for a bond ordinance entitled, "AN ORDINANCE APPROPRIATING \$1,730,000 FOR COSTS IN CONNECTION WITH AQUATIC FACILITY IMPROVEMENTS - GOSLEE POOL HOUSE; AND AUTHORIZING THE ISSUE OF \$1,730,000 IN BONDS AND NOTES TO FINANCE APPROPRIATION."

MOVED by Deputy Mayor Bress, seconded by Councilor Smith that a Public Hearing be held at the Windsor Town Hall on January 3, 2023, at 7:20 PM (prevailing time) on the following bond ordinance entitled, "AN ORDINANCE APPROPRIATING \$1,730,000 FOR COSTS IN CONNECTION WITH AQUATIC FACILITY IMPROVEMENTS - GOSLEE POOL HOUSE; AND AUTHORIZING THE ISSUE OF \$1,730,000 IN BONDS AND NOTES TO FINANCE 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 (Councilor Walker absent)

- g) Introduce and approve bond ordinance entitled, "AN ORDINANCE APPROPRIATING \$2,495,000 FOR COSTS IN CONNECTION WITH THE SAGE PARK MIDDLE SCHOOL ENERGY AND EFFICIENCY HVAC UPGRADES PHASE III PROJECT; AND AUTHORIZING THE ISSUE OF \$2,495,000 IN BONDS AND NOTES TO FINANCE THE APPROPRIATION."

MOVED by Deputy Mayor Bress, seconded by Councilor Terranova that the reading into the minutes of the text of the ordinance entitled, "AN ORDINANCE APPROPRIATING \$2,495,000 FOR COSTS IN CONNECTION WITH THE SAGE PARK MIDDLE SCHOOL ENERGY AND EFFICIENCY HVAC UPGRADES PHASE III PROJECT; AND AUTHORIZING THE ISSUE OF \$2,495,000 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 made available to those persons attending this meeting; and the full text of the ordinance be recorded with the minutes of this meeting.

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

MOVED by Deputy Mayor Bress, seconded by Councilor Dobler to introduce and approve an ordinance entitled, "AN ORDINANCE APPROPRIATING \$2,495,000 FOR COSTS IN CONNECTION WITH THE SAGE PARK MIDDLE SCHOOL ENERGY AND

EFFICIENCY HVAC UPGRADES PHASE III PROJECT; AND AUTHORIZING THE ISSUE OF \$2,495,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION."

Bob Jarvis, Director of Public Works / Town Engineer stated this is the last phase of a multi-phase Capital Improvements Program project of replacing and upgrading the middle school's HVAC system. Town Council previously approved project funding for the prior phases to improve the various components of the HVAC system.

The current, and final phase of the project includes replacement of all classroom wall unit ventilators, roof exhaust fans, unit wall heaters, boilers, domestic hot water heater, heating pumps, and valves. Any hazardous materials discovered during construction will be abated. All new HVAC equipment will be connected to the existing building energy management systems to control and conserve energy usage.

Councilor Eleveld stated that for this building it's not a viable option to move from natural gas, which the boilers are fired with correct? Whit Przech, Building Facilities Manager stated that is correct due to the size of the building. Councilor Eleveld said that natural gas by boilers would be the most efficient way to provide heating throughout the building. Mr. Przech said that is correct. Councilor Eleveld asked if we are using air source heat pumps primarily for cooling. Mr. Przech stated the whole building is cooled with heat pumps but they also provide heat. The use of boilers will be used when the temperature is below 20 degrees outside. They will kick in at that time.

Councilor Eleveld asked if they looked at the option of a complete overhaul of the electrical system. Is it viable for a building this size? Mr. Przech said it is not viable due to the size and the construction type. When we did the Fire/EMS station at 340 Bloomfield Avenue, we had the option of doing a total gut refit so we were able to add additional insulation on the roof, insulate the walls, and replace all the windows with thermal glass doors. We do not have that option with this building. It would not make sense to do it cost wise.

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

- h) Set a Special Town Meeting for 7:00 PM on January 3, 2023 for a bond ordinance entitled, "AN ORDINANCE APPROPRIATING \$2,495,000 FOR COSTS IN CONNECTION WITH THE SAGE PARK MIDDLE SCHOOL ENERGY AND EFFICIENCY HVAC UPGRADES PHASE III PROJECT; AND AUTHORIZING THE ISSUE OF \$2,495,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION."

MOVED by Deputy Mayor Bress, seconded by Councilor Gluck Hoffman that a Special Town Meeting be held in the Council Chambers at the Windsor Town Hall on January 3, 2023 at 7:00 p.m. (prevailing time) on the following ordinance entitled, "AN ORDINANCE APPROPRIATING \$2,495,000 FOR COSTS IN CONNECTION WITH THE SAGE PARK

MIDDLE SCHOOL ENERGY AND EFFICIENCY HVAC UPGRADES PHASE III PROJECT; AND AUTHORIZING THE ISSUE OF \$2,495,000 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 Special Town meeting.”

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

- i) Authorize the submittal of a Community Investment Fund grant application for development of a community park at 458 Windsor Avenue

MOVED by Deputy Mayor Bress, seconded by Councilor Black-Burke, that the Town Manager is authorized to submit an application to the Department of Economic and Community Development for the Community Investment Fund in the amount of \$2,000,000 and that a commitment of \$500,000 in American Rescue Plan Act funds be made as a local match.

Patrick McMahon, Economic Development Director, stated Round 1 of the CIF was very competitive with 147 applications requesting over \$910 million in grant funding. Twenty six projects were awarded a total of approximately \$76,500,000. Approximately \$98,500,000 will be awarded in round 2.

The town received positive feedback on its round 1 application from state DECD staff. It qualified for statutory prioritization due to the leveraging of non-state funds (\$500,000 in ARPA funding was included) and support from members of the Connecticut General Assembly (Representatives Khan and Garibay). The application was found to sufficiently detail the need for a public park at this location and its positive impact on the surrounding neighborhood population. It was considered to have strong project readiness with a realistic/comprehensive budget. The application was also found to demonstrate robust planning and community input since 2018. The one observed weakness was the need for DOT approvals for potential traffic signal or pedestrian signal modifications with the expectation that those could delay the project or add costs.

Since the round 1 application, the town retained BSC Group for the design of the park and has conducted a multi-channel approach to securing input on the design. This outreach has included presenting the concept plans at the September 22nd meeting of the Wilson Deerfield Advisory Committee; the Community Block Party on September 24th; online surveys; meeting with the RISE afterschool program; and a drop-in opportunity at 330 Windsor Avenue on October 12th. BSC has taken the community feedback and is developing updated park plans that will be completed in time for review by the Town Improvements Committee in the latter part of January. The design firm has had discussions with CT DOT and no significant concerns have been expressed by DOT staff up to this point. An updated grant application will reflect the work of BSC, including their interactions with state DOT staff, and the additional community outreach that has been conducted.

Deputy Mayor Bress asked when a decision might be made. Mr. McMahon responded that it's usually within 90 days' time.

Councilor Terranova commended Mr. McMahon on reaching out to DECD to get feedback on how to make our application stronger, finding that there was a possible concern of delays with the Department of Transportation (DOT) to approve things and then having the company reach out to the DOT to help mitigate that. She thinks that speaks highly of his dedication.

Councilor Dobler asked if we are assuming or do we know if there is going to be the same amount of interest or applications? Mr. McMahon said yes there will be.

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

- j) Approve Town Council meeting dates for calendar year 2023 and January 2024

MOVED by Councilor Terranova, seconded by Councilor Smith to amend the calendar to change the July 3, 2023 meeting to July 10, 2023.

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

MOVED by Deputy Mayor Bress, seconded by Councilor Terranova to approve the Town Council meeting dates for calendar year 2023 and January 2024.

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

- k) Approve 2023 schedule of Board/Commission annual reports to the Town Council

MOVED by Deputy Mayor Bress, seconded by Councilor Black-Burke to approve the 2023 schedule of Board/Commission annual reports to the Town Council.

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

13) RESIGNATIONS AND APPOINTMENTS

MOVED by Deputy Mayor Bress, seconded by Councilor Dobler to:

- REAPPOINT James Bennett as an Unaffiliated member to the Public Building Commission for a Three year Term to expire November 30, 2025 or until a successor is appointed.

- REAPPOINT Loretta Raney as a Republican Member to the Zoning Board of Appeals for a Four Year Term to expire November 10, 2026 or until a successor is appointed.
- REAPPOINT George Bolduc as a Democratic Alternate Member to the Public Building Commission for a Three Year Term to expire November 30, 2025 or until a successor is appointed.
- REAPPOINT Lawrence Jaggon as a Democratic Member to the Town Planning and Zoning Commission for a Five Year Term to expire November 11, 2027 or until a successor is appointed.
- REAPPOINT Patricia Bruhn as a Democratic Member to the Hartford Area Cable Television Advisory Council for a Two Year Term to expire June 30, 2024 or until a successor is appointed.
- REAPPOINT Charles Buder as a Republican Member (At Large) to the Insurance Commission for a Four Year Term to expire October 31, 2026 or until a successor is appointed
- REAPPOINT Jeffrey Dyreson as a Democratic Member to the Citizen Advisory Task Force on Clean Energy for a One Year Term to expire August 3, 2023 or until a successor is appointed.
- REAPPOINT Robert Gange as an Unaffiliated Member to the Youth Commission for a Four Year Term to expire September 30, 2025 or until a successor is appointed.
- REAPPOINT Bruce McCormick as a Democratic Member to the Youth Commission for a Three Year Term to expire September 30, 2024 or until a successor is appointed.
- REAPPOINT Shanee Ransom as a Democratic Member to the Youth Commission for a Three Year Term to expire September 30, 2025 or until a successor is appointed.
- REAPPOINT George Slate as a Republican Member to the Citizen Advisory Task Force on Clean Energy for a One Year Term to expire August 3, 2023 or until a successor is appointed.
- REAPPOINT Elizabeth Yetman as a Democratic Member to the Citizen Advisory Task Force on Clean Energy for a One Year Term to expire August 3, 2023 or until a successor is appointed.

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

14) MINUTES OF PRECEDING MEETINGS

a) Minutes of the December 5, 2022 Public Hearing

MOVED by Councilor Terranova, seconded by Deputy Mayor Bress to approve the unapproved minutes of the December 5, 2022 Public Hearing as presented.



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

b) Minutes of the December 5, 2022 Regular Town Council meeting

MOVED by Councilor Terranova, seconded by Deputy Mayor Bress to approve the unapproved minutes of the December 5, 2022 Regular Town Council meeting as presented.

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

15) PUBLIC COMMUNICATIONS AND PETITIONS

16) EXECUTIVE SESSION - None

17) ADJOURNMENT

MOVED by Councilor Gluck Hoffman, seconded by Councilor Eleveld to adjourn the meeting at 9:03 p.m.

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

Respectfully Submitted,

Helene Albert
Recording Secretary