



# Council Agenda

Council Chambers  
Windsor Town Hall  
July 10, 2023



## Zoom Instructions

### Dialing in by Phone Only:

Please call: **305 224 1968** or **309 205 3325**

1. When prompted for participant or meeting ID enter: **847 2867 1169** 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/84728671169>

When prompted for participant or meeting ID enter: **847 2867 1169**

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 an ordinance entitled, "AN ORDINANCE CREATING AN ARTS COMMISSION, CHAPTER 13, ARTICLE II"

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

1. ROLL CALL
2. PRAYER OR REFLECTION – Councilor Smith
3. PLEDGE OF ALLEGIANCE – Councilor Smith
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
  - b) Public Building Commission
8. TOWN MANAGER'S REPORT



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9. REPORTS OF STANDING COMMITTEES

10. ORDINANCES

- a) \*Approve ordinance establishing an Arts Commission (Town Manager)

11. UNFINISHED BUSINESS

12. NEW BUSINESS

- a) \*Approve lease for 334 Windsor Avenue (Town Manager)
- b) \*Set Public Hearing for August 7, 2023 at 7:20 PM regarding a proposed sidewalk along a portion of Baker Hollow Road
- c) \*Approve \$63,000 from the General Fund Unassigned Fund Balance to fund the LP Wilson Community Center Emergency Generator Project (Town Manager)
- d) \*Authorize approval of Project Agreement Letter for Day Hill Road Signal Project and approve expenditure of \$167,900 in grant funds (Town Manager)

13. \*RESIGNATIONS AND APPOINTMENTS

14. MINUTES OF PRECEDING MEETINGS

- a) \*Minutes of the June 20, 2023 Special Town Council Meeting

15. PUBLIC COMMUNICATIONS AND PETITIONS

(Three minute limit per speaker)

16. EXECUTIVE SESSION

17. ADJOURNMENT


★Back-up included

## Agenda Item Summary

Date: July 10, 2023

To: Honorable Mayor and Members of the Town Council

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

Reviewed by: Peter Souza, Town Manager 

Subject: Creation of an Arts Commission

### Background

Research has been conducted relative to the creation of arts commissions and their missions in various municipalities in Connecticut as well as other states. This research was used to identify potential parameters and responsibilities for an arts commission in Windsor. Highlights of the research regarding their responsibilities include:

- To offer support and/or provide opportunities for the arts community;
- To encourage the development and enjoyment of arts and arts activities in the community;
- To select art for public display and recommend its location;
- To investigate grants and other funding opportunities for art;
- To partner with and/or support local arts organizations;
- To advise the Town Council and/or Town Manager on matters related to arts and culture;
- To offer or support education in or about the arts.

At the April 26, 2022 and June 29, 2022 Personnel Committee meetings, public comments were received pertaining to the possible creation of an arts commission. A draft mission, charge, and areas of responsibilities were presented by staff at the February 27, 2023 Personnel Committee meeting for review. On May 3, 2023 the Personnel Committee requested staff prepare a proposed ordinance to create a 9 member (7 regular and 2 alternate members) Arts Commission for consideration by the Town Council.

### Discussion/Analysis

Attached is a proposed ordinance establishing an Arts Commission with seven regular members and two alternates. The role and responsibilities of the commission include:

- Work with town staff, businesses, schools, and other stakeholders to identify opportunities for the arts community.
- Partner with and/or support local artists and arts organizations.
- Support education in the arts.
- Increase public awareness, collaboration, education, and enjoyment of the arts in the community.
- Shall serve in an advisory capacity to the Town Council on matters related to arts and culture. Recommendations shall not bind the Town to take any specific action or require that it appropriate funds.
- The commission shall provide a report with recommendations to the Town Council and provide any reports as necessary and upon request.

Financial Impact

None

Other Board Action

This item was recommended by the Personnel Committee at their May 3, 2023 meeting.

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 CREATING AN ARTS COMMISSION, CHAPTER 13, ARTICLE II’ 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 CREATING AN ARTS COMMISSION, CHAPTER 13, ARTICLE II.’”**

Attachments

Proposed ordinance



**CHAPTER 13  
ARTICLE II**

**AN ORDINANCE CREATING AN ARTS COMMISSION CHAPTER 13, ARTICLE II**

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

Chapter 13, Article II, of the *Windsor Code* is enacted as follows:

**Section 1.** Article is enacted to read as follows:

**Sec. 13-2. Membership**

There is hereby created an Arts Commission for the Town of Windsor. This commission shall be composed of seven (7) members and two (2) alternates to be appointed by the Town Council.

**Sec. 13-3. Appointment & Terms**

Each member and alternate member shall be appointed by the Town Council to serve a term of three (3) years. In the event no successor member is appointed on the expiration of any term, the term shall automatically be extended until that member's successor is appointed and qualified.

**Sec. 13-4. Filing vacancies, removing members**

The Town Council shall fill vacancies in the membership of the commission in the same manner as provided in Section 6-1 of the *Town Charter* for filling vacancies and may remove any member in the manner provided in Section 6-3 of the *Town Charter*. Failure to attend three (3) consecutive meetings shall constitute a cause of removal.

**Sec. 13-5. Organization and Procedure**

The commission shall choose from its members a chairperson, a vice-chairperson, and a secretary. It shall keep records of its meetings and activities and shall make an annual report to the Town Council.

**Sec. 13-6. Meetings**

Regular meetings shall be held on a quarterly basis. Regular meetings shall be held in accordance with the Freedom of Information Act at such a time and date is determined by the Commission.

**Sec. 13-7. Commission on Arts shall have the following powers and duties;**

- (1) Work with town staff, businesses, schools, and other stakeholders to identify opportunities for the arts community.
- (2) Partner with and/or support local artists and arts organizations.
- (3) Support education in the arts.
- (4) Increase public awareness, collaboration, education, and enjoyment of the arts in the community.

- (5) Shall serve in an advisory capacity to the Town Council on matters related to arts and culture. Recommendations shall not bind the Town to take any specific action or require that it appropriate funds.
- (6) The commission shall provide a report with recommendations to the Town Council and provide any reports as necessary and upon request.
- (7) Such other duties as assigned by Council.

**Section 2. Savings Clause.** The enactment of this Ordinance shall not operate as an abatement of any action or proceeding previously taken, now pending, or taken prior to the effective date of this Ordinance. All said actions and proceedings are hereby ratified to be continued.

**Section 3. Severability.** All provisions of the *Town Code* in conflict herewith are hereby repealed and that if for any reason, any word, clause, paragraph, or section of this Ordinance shall be held to make the same unconstitutional, this Ordinance shall not hereby be invalidated and the remainder of the Ordinance shall continue in effect. Any provision herein which is in conflict with the *Connecticut General Statutes* is hereby repealed, it being understood that said statute shall take precedence over this Ordinance.

**Section 4. Effective Date.** This Ordinance shall become effective ten (10) days after publication in a newspaper having a circulation in Windsor.

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

ATTEST:

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


Distributed to Town Council	_____ 6/5/23 _____
Public Hearing Advertised	_____ 6/9/23 & 6/26/23 _____
Public Hearing	_____ 7/10/23 _____
Adopted	_____
Advertised	_____
Effective Date	_____

## Agenda Item Summary

Date: July 10, 2023

To: Honorable Mayor and Members of the Town Council

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

Reviewed By: Peter Souza, Town Manager 

Subject: 334 Windsor Avenue Lease Agreement

### Background

A portion of the town owned building at 330 - 334 Windsor Avenue has been leased to the proprietors of the Chinese restaurant since 2005. The restaurant owners would like to renew the lease of 1,872 square feet. Leasing the space to the restaurant will continue to generate retail and pedestrian activity to the center of the Wilson neighborhood. The Town Council is respectfully requested to favorably consider approval of the lease renewal.

### Discussion/Analysis

The current lease agreement expired at the end of June. The following terms are included in the use agreement:

- Agreement would run through June 30, 2028. Tenant has the ability to request an extension of the lease for a one year period prior to January 2, 2028.
- Monthly rent would be \$2,567 per month through June 2024. This is a 3% increase over the current lease amount. Each July thereafter the rent would escalate by 3%.
- Utilities are the responsibility of the tenant.
- Town would remain responsible for exterior building and grounds maintenance, snow removal, security and fire alarm protection and HVAC maintenance. The Tenant would be responsible to keep walkways immediately adjacent to the leased space clear of snow and ice.
- Tenant would be responsible for the routine interior cleaning and maintenance of the leased space.

### Other Board Action

None

### Financial Impact

There would be no financial impact to the town's General Fund. The cost of utilities for the leased space would continue to be borne by the tenant. Rental proceeds from this building are placed in a segregated Special Revenue Fund account that is reserved for maintenance and repair costs of the overall building.

Recommendations

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

**“MOVE to authorize the Town Manager to execute the attached lease agreement for 334 Windsor Avenue.”**

Attachments

Lease Agreement

## LEASE FOR 334 WINDSOR AVENUE

This lease is made between the TOWN OF WINDSOR, a municipal corporation having its territorial limits within the County of Hartford in the State of Connecticut, ("Lessor"), and Zhenhui Jiang, 102 Benjamin Court, Windsor, CT 06095 ("Lessee").

The Lessee hereby offers to lease from the Lessor a restaurant which occupies approximately 1,872 square feet of space and is located at 334 Windsor Avenue, Windsor, Connecticut 06095.

### 1. TERM AND RENT

- a. The original term of this lease shall be for five (5) years commencing on July 1, 2023 and ending on June 30, 2028.
- b. The TENANT shall pay to the LANDLORD basic rent of \$30,804 per year payable in advance in equal monthly installments of \$2,567 on the first day of each and every month, beginning July 1, 2023.

This monthly payment shall continue at this rate for a period of one year. Each year thereafter this payment shall be increased by 3% per year of the lease.

Starting July 1, 2023 the rent shall be \$30,804 or \$2,567 per month  
Starting July 1, 2024 the rent shall be \$31,728 or \$2,644 per month  
Starting July 1, 2025 the rent shall be \$32,676 or \$2,723 per month  
Starting July 1, 2026 the rent shall be \$33,660 or \$2,805 per month  
Starting July 1, 2027 the rent shall be \$34,668 or \$2,889 per month

All rent and other costs and/or expenses shall be paid by the TENANT to the LANDLORD by mailing same, addressed to the LANDLORD at Town Hall, Finance Department, 275 Broad Street, Windsor, CT 06095.

Utilities other than water are to be paid directly to the utility company. Water usage will be sub-metered and billed by the LANDLORD at the prevailing MDC water rates on a monthly basis. Payment by the TENANT will be made within fifteen (15) business days of receiving the invoice.

Changes in any floor areas used in the above computation occurring during any quarterly period shall be effective on the first day of the next succeeding quarterly period, and the amount of any said floor area in effect for the whole of any quarterly period shall be the average of the total amounts in effect on the first day of each calendar month in such quarterly period.

#### d. LATE PAYMENT PENALTY

The TENANT agrees to pay in addition to all rents specified in this lease and in addition to all other costs and expenses as set forth in this lease, a late charge of six percent (6%) of each and every rent, cost and/or expense payment that is not received by the LANDLORD within 11 calendar days following the date that it is due.

### 2. USE

The TENANT shall use the Leased Premises only for the maintenance and operation of a Chinese restaurant.

### **3. CARE AND MAINTENANCE OF PREMISES**

- a. MAINTENANCE OF PREMISES - The TENANT agrees to maintain the Leased Premises in the same condition as they are at the commencement of the term or as they may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the Leased Premises are now in good order and glass whole and accepts the Leased Premises in the condition existing on the date of execution of this lease. The TENANT shall not permit the premises to be overloaded, damaged, stripped, or defaced, or suffer any waste.
- b. TENANT WALKWAYS AND PARKING LOT LIGHTING - The TENANT, at its own expense, will keep the walkways immediately adjacent to the Leased Premises clear of snow, ice and general debris at all times during the term of this lease and any extension thereof. The LANDLORD will keep the parking area free and clear during the term of this lease. The LANDLORD further covenants that he will maintain adequate parking lot lighting during the TENANT's normal hours of operation including evening hours, not to exceed the following: a) in winter - 9 a.m. to 9 p.m., all days other than Friday or Saturdays and 9 a.m. to 10 p.m. on Fridays and Saturdays, b) in summer — 9 a.m. to 10 p.m., all days other than Fridays or Saturdays and 9 a.m. to 11 p.m. on Fridays and Saturdays.
- c. TRASH - The TENANT shall maintain and pay for TENANT's own dumpster and at all times shall keep the area around said dumpster clean and free of debris. The TENANT shall spray in and around said dumpster and the interior of the Leased Premises so as to prevent insects from occupying said areas.
- d. GREASE TRAPS AND EXHAUST SYSTEMS - If required by any government authority, the TENANT shall have a professional plumber install grease traps, as required by the applicable State and/or local Building Code, Plumbing Code and/or Sanitary Code, under all sinks that are used for cooking, dish washing or the disposal of dirty dish washing water, unless functioning grease traps are already installed in all of said locations.

If required by any governmental authority, the TENANT shall have a professional HVAC installer install a hood and air exhaust system (with filters) over every stove top and cooking burner, as required by the applicable State and/or local Building Code and/or Sanitary Code, unless such hood and air exhaust systems (with filters) are already installed and in good operating condition in all of said locations.

The TENANT shall clean all grease traps on a weekly basis, to the reasonable satisfaction of the LANDLORD and will not dispose of any cooking grease by allowing it to enter any drain whether said drain is in a sink or in the floor.

The TENANT shall promptly perform and pay for all necessary cleaning of the sewer pipes and sewer lines connected to the Leased Premises so as to keep said sewer pipes and sewer lines open and clear at all times while this Lease is in effect.

The TENANT shall keep all hoods and air exhaust systems (and filters) clean. Said cleaning shall be performed as frequently as required by the town of Windsor Fire Department and/or any fire inspector. Regarding the cleaning of said hoods and air exhaust systems, the TENANT shall at all times operate said items in accordance with the Connecticut Fire Code and the National Fire Code, if applicable.

- e. INSECT AND PEST CONTROL - The TENANT shall hire professional exterminators, satisfactory to the LANDLORD, to exterminate all vermin, rodents and insects within the Leased Premises on a monthly basis and shall deliver copies of every paid bill for said extermination services to the LANDLORD within seven (7) calendar days after each said bill has been paid.

#### **4. SIGNS**

The TENANT shall have the right to affix appropriate identification signs to the exterior walls of the Leased Premises but only with the prior written approval of the LANDLORD. The TENANT, prior to the expiration of the term hereof, or of any extension hereof, shall remove from the Leased Premises and from any freestanding support, any and all signs it may have erected or affixed to said Leased Premises or to said freestanding support and shall immediately repair any and all damage that may have been caused to the Leased Premises and/or to said freestanding support by reason of such erection or removal. All signs shall conform to the Town of Windsor zoning ordinances.

In the event of the external repair or alteration of the Leased Premises by the LANDLORD, the TENANT shall bear the cost of removal and replacement of any sign the TENANT may have erected or affixed to said Leased Premises. Within five (5) business days following the mailing of written notification from the LANDLORD to the TENANT that said repairs or alterations are going to take place, the TENANT shall remove any and all of said signs from the exterior of the Leased Premises.

#### **5. ALTERATIONS/ADDITIONS**

The TENANT shall not make any structural alterations or additions to the Leased Premises, but may make non-structural alterations only if the LANDLORD consents thereto in advance, in writing. All such allowed alterations shall be at the TENANT's expense and shall be in quality at least equal to the present construction.

The TENANT shall apply for, pay for and obtain, any and all municipal and/or state building and/or occupancy permits or licenses prior to beginning any alterations to the Leased Premises.

The TENANT shall promptly install and promptly pay for any and all changes to the Leased Premises, or to the building of which the Leased Premises is a part, that are required by the Building Inspector, or equivalent officer of the Town of Windsor as a result of the alterations made or attempted to be made by the TENANT.

The TENANT shall not permit any mechanics' liens, or similar liens, be placed upon the Leased Premises for labor and/or materials furnished to the TENANT in connection with work of any character performed at the direction of the TENANT and shall cause any such lien to be released of record within five (5) business days following the date that said lien is recorded, without cost to the LANDLORD.

All alterations and improvements made or installed by the TENANT shall become the property of the LANDLORD at the termination of occupancy as provided herein.

## **6. COMPLIANCE WITH LAWS**

The TENANT acknowledges that no trade or occupation shall be conducted in or on the Leased Premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law of the state of Connecticut or any municipal by-law or ordinance in force in the Town of Windsor.

## **7. UTILITIES**

The TENANT shall pay for all TENANT'S utilities, including but not limited to fuel, electricity, water, sprinkler water, sewer use and fire district charges, if any. All of said utilities, except water, shall be billed to and shall be placed in the name of the TENANT by no later than one (1) business day following the date of this Lease. Water usage will be sub-metered and billed by the LANDLORD at the prevailing MDC water rates on a quarterly basis. Payment by the TENANT will be made within fifteen (15) business days of receiving the invoice.

## **8. ENTRY AND INSPECTION**

The LANDLORD or agents of the LANDLORD may, at reasonable times, enter to view the Leased Premises and may remove placards and signs not approved and affixed as herein provided, and may make repairs and alterations as the LANDLORD may elect to do and may show the Leased Premises to others and may affix to any suitable part of the Leased Premises a notice for selling the Leased Premises and/or the property of which the Leased Premises is a part and may keep the same so affixed without hindrance or molestation.

The LANDLORD or agents of the LANDLORD may at any time within three (3) months before the expiration of any term, affix to any suitable part of the Leased Premises a notice for renting the Leased Premises or the property of which the Leased Premises is a part and may keep the same so affixed without hindrance or molestation.

## **9. COMMERCIAL GENERAL LIABILITY INSURANCE**

At all times while this Lease is in effect, the TENANT shall maintain with respect to the Leased Premises and the property of which the Leased Premises is a part, comprehensive public liability insurance in the amount of \$1,000,000 per person, \$300,000 per incident with property damage insurance limits of \$1,000,000 and contents and plate glass insurance for full value in responsible companies qualified to do business in Connecticut and in good standing therein insuring the LANDLORD as well as the TENANT against injury to persons and damage to property as provided. All such insurance certificates shall provide that such policies shall not be cancelled without at least thirty (30) days prior to written notice to each assured named therein. A copy of all said policies shall be supplied to the LANDLORD by the TENANT within ten (10) calendar days following its receipt by the TENANT.



## **10. INDEMNIFICATION**

The TENANT shall indemnify and save the LANDLORD harmless from all loss and damage (including reasonable attorney's fees) arising out of TENANT's activities at the Leased Premises (334 Windsor Avenue).

## **11. DEFAULT AND BANKRUPTCY**

The TENANT shall be in default of this lease if:

- The TENANT shall default in the observance or performance of any of the TENANT's covenants, agreements, or obligations hereunder; or
- The TENANT shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of the TENANT's property for the benefit of creditors.

The LANDLORD shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Leased Premises, to declare the term of this lease ended and remove the TENANT's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default.

The TENANT shall indemnify the LANDLORD against all loss of rent and other payments, which the LANDLORD may incur by reason of such wrongful termination during the residue of the term.

If the TENANT shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on the TENANT's part to be observed or performed under or by virtue of any of the provisions of any article of this lease, the LANDLORD without being under any obligations to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the TENANT if the LANDLORD makes any expenditures or incurs any obligations for the payment of money in connection with any of the situations described in this clause entitled "Default and Bankruptcy", including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action at proceeding, such sums paid or obligations incurred, with interest at a rate of six percent (6%) per annum and costs, shall be promptly paid to the LANDLORD by the TENANT as additional rent.

## **12. OPTION TO RENEW**

LANDLORD hereby grants to TENANT the right, at the LANDLORD'S option, only if TENANT is not then in default regarding any provision of this lease, to extend the term of this lease for one (1) separate period of one (1) year after the expiration of the term hereof. The option shall be exercised by written notice given to the LANDLORD or delivered or mailed to the LANDLORD, at the address at which the rent is then payable, at least one hundred and eighty (180) calendar days before the expiration of the original term.

The TENANT agrees to promptly pay all fees incurred by the LANDLORD as a result of any attempted or completed extension of the term of this lease, including but not limited to reasonable attorney's fees. Rent for extension shall increase three (3) percent per year.

**Option Period:**

Starting July 1, 2028 the rent shall be \$35,712 or \$2,976 per month

**13. HEIRS, ASSIGNS, AND SUCCESSORS**

The TENANT shall not assign or sublet the whole or any part of the Leased Premises without the LANDLORD's prior written consent. Notwithstanding and after such consent and/or assignment the TENANT shall remain liable to the LANDLORD for the payment of all rent, water, utilities and taxes and insurance as specified herein to be paid by the TENANT and for the full performance of the covenants and conditions of this lease. TENANT agrees to promptly pay all fees incurred by LANDLORD as a result of any attempted or completed assignment of this lease, including but not limited to reasonable attorney's fees.

**14. FIRE CASUALTY EMINENT DOMAIN**

Should a substantial portion of the Leased Premises or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LANDLORD may elect to terminate this lease. When such fire, casualty, or taking renders the Leased Premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the TENANT may elect to terminate this lease if:

- The LANDLORD fails to give written notice within thirty (30) days of his intention to restore the Leased Premises, or
- The LANDLORD fails to restore the Leased Premises to a condition substantially suitable for their intended use within one hundred twenty (120) days of said fire, casualty, or taking.

The LANDLORD reserves and the TENANT grants to the LANDLORD all rights which the TENANT may have for damage or injury to the Leased Premises for any taking by eminent domain except for damage to the TENANT's fixtures, personal property or equipment.

**15. NOTICES**

Any notice from the LANDLORD to the TENANT relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served if left at the Leased Premises addressed to the TENANT or if mailed to the Leased Premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the TENANT.

Any notice from the TENANT to the LANDLORD relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served if mailed to the LANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to the LANDLORD at Town Hall, 275 Broad Street, Windsor, CT 06095, Attn: Town Manager.

**16. NOT TO BE RECORDED**

This Lease, or any Notice of this Lease, shall not be recorded in any Registry of Deeds or in any city or Town Clerk's office. If the TENANT does record this Lease or a Notice of this Lease, the LANDLORD shall have the right to immediately terminate

this Lease by recording a Notice of such termination in the same Registry of Deeds or city or Town Clerk's office.

## **17. TENANT'S RESPONSIBILITIES**

The TENANT agrees to pay, within thirty (30) calendar days of the mailing of notice from the LANDLORD to the TENANT such amounts that are due, as additional rent (in addition to all other rents specified in this lease):

- a) All taxes levied against the contents of the Leased Premises, and
- b) All costs for maintenance and/or repair and/or replacement of any and all parts of the Leased Premises including but not limited to the structure of the Leased Premises, appliances and/or equipment of, in or on the Leased Premises, including but not limited to the roof, HVAC, electrical and plumbing systems, sewage systems and sewage pipes and sprinkler systems.

TENANT will use and pay for rooting and/or hydro-jetting of the sewer pipes of the Leased Premises in such a manner so as to keep said pipes open.

## **18. FIRE**

The TENANT shall not permit any use of the Leased Premises which will make voidable any insurance on any part of the shopping center of which the Leased Premises is a part of which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers.

The TENANT shall, immediately on demand, reimburse the LANDLORD and all other tenants of the shopping center of which the Leased Premises is a part, for all extra insurance premiums caused by the TENANT's use of the Leased Premises.

## **19. ACCEPTANCE OF LEASED PREMISES**

The TENANT acknowledges that the TENANT was given ample opportunity to examine the Leased Premises prior to signing this Lease and the TENANT accepts the Leased Premises in the size and condition that the Leased Premises are in at the time that the TENANT signs this Lease.

## **20. SUBORDINATION**

This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage that now or at any time hereafter constitute a lien or liens on the property of which the Leased Premises is a part and the TENANT shall, when requested, promptly execute and deliver such written instruments as be necessary to show the subordination of this lease to said mortgages, deed of trust or other such instruments in the nature of a mortgage.

## **21. SURRENDER**

The TENANT shall, at the expiration or other termination of this lease, promptly remove all of the TENANT's goods and effects from the Leased Premises, (including, without hereby limiting the generality of the foregoing) all signs and lettering affixed to or painted by the TENANT, either inside or outside the Leased Premises.

The TENANT shall promptly deliver to the LANDLORD the Leased Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Leased Premises, in the same conditions as they were at the commencement of the term, as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only excepted.

In the event of the TENANT's failure to promptly remove any of TENANT's property from the Leased Premises, the LANDLORD is hereby authorized, without liability to the TENANT for loss or damage thereto, and at the sale risk of the TENANT, to remove and store any of the property at the TENANT's expense, or to retain same under the LANDLORD's control or to sell at public or private sale without notice any or all of the property not so promptly removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

## 22. OTHER REPRESENTATIONS

The TENANT acknowledges that the TENANT has not relied on any written or oral representations of the LANDLORD, or any written or oral representations of any of the LANDLORD's agents, regarding the TENANT's renting of the Leased Premises that are not contained in the provisions of this Lease.

## 23. TIME OF THE ESSENCE

The parties agree that time is of the essence regarding all dates and time limits set forth in this document.

IN WITNESS WHEREOF, the LANDLORD and TENANT have hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

WITNESS

LANDLORD

\_\_\_\_\_

Peter P. Souza, Town Manager  
Town of Windsor

WITNESS

TENANT

\_\_\_\_\_


Zhenhui Jiang

## Agenda Item Summary

Date: July 10, 2023

To: Honorable Mayor and Members of the Town Council

Prepared By: Suzanne Choate, P.E., Town Engineer

Reviewed By: Peter Souza, Town Manager 

Subject: Proposed Sidewalk Segment – Baker Hollow Road

### Background

Baker Hollow Road connects Day Hill Road, at its northern end, with Marshall Phelps Road at its eastern end. Old Poquonock Road intersects Baker Hollow Road from the southwest, at its approximate midpoint. The north-south section of Baker Hollow Road, from Day Hill Road to Old Poquonock Road, was improved in 2008 and the east-west section is being improved to town standards this construction season. As part of the current street improvement work a sidewalk segment is planned to be constructed by the town at the eastern portion of the project near the intersection of near Marshall Phelps. (see attached area map) In accordance with Section 15-33 of the Code of Ordinances the Town Council is requested to set a public hearing on the proposed new sidewalk segment as it is not part of a site plan or subdivision approval.

### Discussion

The proposed sidewalk segment is planned to be constructed as part of the current Baker Hollow Roadway Reconstruction project. The owners / developers of 105 and 205 Baker Hollow Road will construct at their cost the sidewalks along their lot frontage. The sidewalk will be considered a public walk that shall be maintained and kept in repair by the town as governed by *Connecticut General Statutes* §13a-149. Snow and ice removal will remain the responsibility of the property owner as governed in the *Windsor Code of Ordinances*, Section 15-3.

Typically, sidewalks are constructed within the town's right-of-way along the roadway. However, there is not enough existing public right of way area along portions of Baker Hollow Road to accommodate the 5-foot wide sidewalk and allow appropriate snow shelf distance from the roadway. Consequently, an easement(s) is required from the property owner(s) to allow for the construction of the sidewalk by the town. Easements are planned to be presented to the Town Council for acceptance at the August meeting.

### Financial Impact

The sidewalk to be installed along Baker Hollow Road is planned to be constructed as part of the current Baker Hollow Roadway Reconstruction project as funds allow. Estimated cost is approximately \$60,000. It will be considered a public walk that shall be maintained and kept in repair by the town as governed by *Connecticut General Statutes* §13a-149. Snow and ice removal will remain the responsibility of the property owner as governed in the *Windsor Code of Ordinances*, Section 15-3.

### Other Board Action

The Town Planning and Zoning Commission, recommended approval of the project to the Windsor Town Council according to CGS Section 8-24 on April 11, 2023.

Recommendations

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

- 1) Set a Public Hearing

**“RESOLVED, that a Public Hearing be held at the Windsor Town Hall on Monday, August 7, 2023 at 7:20 p.m. (prevailing time) pursuant to Section 15-33 of the Code of Ordinances to hear public comment on the proposed new sidewalk segment on Baker Hollow Road.”**

And

**“BE IT FURTHER RESOLVED, that the Town Clerk is authorized and directed to post and publish notice of said Public Hearing.”**

Attachment

Area Map








## Agenda Item Summary

Date: July 10, 2023

To: Honorable Mayor and Members of the Town Council

Prepared By: Whit Prezch, Facilities Manager

Reviewed By: Peter Souza, Town Manager 

Subject: Repair Services for L.P. Wilson Community Center Emergency Power Generator.

### Background

LP Wilson Community Center is Windsor's primary emergency shelter facility. In 2003 a Kohler 400KW emergency power generator with a base diesel fuel tank, weather enclosure, and automatic transfer switch were installed at LP Wilson Community Center. This generator provides full emergency power for the entire facility. Since 2003 this emergency power equipment is serviced per codes. During the last quarterly service inspection the diesel fuel tank was found to have excessive rust developing on the lower sections of the fuel storage tank.

### Discussion/Analysis

It is recommended that funding be approved to replace the diesel fuel tank. The present fuel tank sits above ground under the generator. The scope of the repair work is to install a new 750 gallon diesel fuel tank on a concrete pad next to the generator. The new tank will be double walled, lockable, and have level indicator. The existing exhaust system is also in need of replacement parts which will be included in this project.

The existing failing tank will be drained, cleaned, left in place and filled with a concrete slurry. If authorized, repairs would occur late summer early fall. The switchover from old to new tank will take approximately one day.

### Financial Impact

Total project costs are estimated at \$63,000, including contingency.

Construction	57,000
Contingency	<u>6,000</u>
Estimated Project Cost	63,000

### Other Board Action

The Town Council is asked to refer the project to the Public building Commission (PBC) to oversee this project, should the funding be approved.



Recommendations

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

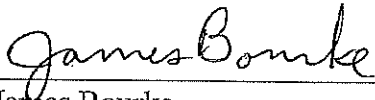
**“MOVE that \$63,000 be appropriated from the General Fund Unassigned Fund Balance to fund the L.P. Wilson Community Center Emergency Generator Repair Project and the project be referred to the Public Building Commission for oversight.”**

Attachments

None

Certification

I hereby certify that \$63,000 is available in the General Fund Unassigned Fund Balance to fund the above appropriation.

A handwritten signature in cursive script that reads "James Bourke". The signature is written in black ink and is positioned above a horizontal line.


James Bourke  
Finance Director

## Agenda Item Summary

Date: July 10, 2023

To: Honorable Mayor and Members of the Town Council

Prepared By: Suzanne Choate, P.E., Town Engineer

Reviewed By: Peter Souza, Town Manager 

Subject: Day Hill Road Adaptive Signal Control Technology (ASCT) Project - Request for Authorization of Spending and Execution of the Second Supplemental Project Authorization Letter for Construction

### Background

The Congestion Mitigation and Air Quality (CMAQ) Improvement Program is a federal program that funds transportation projects and programs that help to attain or maintain National Ambient Air Quality Standards (NAAQS) for ozone, carbon monoxide, and particulate matter. Several years ago the town applied for and was awarded \$1.32 million in federal funding from the Connecticut Department of Transportation (CT DOT) for improvements to the traffic signals along Day Hill Road.

The project consists of integration of adaptive signal technologies along the Day Hill Road corridor to allow for signal timing adjustments to be made based on real time traffic conditions. The goal of the improvements is to ensure an efficient movement of traffic throughout the corridor, thereby reducing traffic delays, fuel consumption, and hazardous air emissions.

### Discussion/Analysis

The current, proposed supplemental Project Authorization Letter (PAL) reflects an increase to the maximum Federal project participation level, to account for inflationary increases that occurred over the past few years. The previous PAL had a maximum amount of reimbursement to the Municipality of \$1,050,000. The current reimbursement offered by the CT DOT is \$1,217,970, an increase of \$167,970. The additional funding will offset any anticipated increases in project costs that may occur since the project was initiated.

Reimbursement for construction costs will be provided by the State in response to reimbursement requests filed by the Town. Reimbursements can be submitted as frequently as monthly, or as infrequently as the Town desires. The project is expected to be substantially complete this fall.

At this time, staff is respectfully requesting that the Council authorize the signature of the supplemental PAL that revises the maximum reimbursement to the Town, and also authorize the acceptance of additional grant funds and expenditure of the funds for the project. These funds will go towards additional costs to the project along with any increases in administrative and project management expenses by CT DOT due to inflationary costs. Any remaining funds would be used towards reducing the \$70,000 municipal share of the project.

### Financial Impact

None

Other Board Action

None

Recommendations

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

**"MOVE to authorize the acceptance and expenditure of funds from the State of Connecticut for the Day Hill Road Adaptive Signal Control Technology project and authorize Peter P. Souza, Town Manager, to sign the second supplemental Project Authorization Letter for Day Hill Road Adaptive Signal Control Technology (ASCT) Project, State Project No. 164-240, under Master Agreement No. 02.28-02(13)."**

Attachments

None



**Town Council  
Resignations/Appointments/Reappointments  
July 10, 2023**

**Resignations**

- A. Accept the resignation of Byron Bobb from the Human Relations Commission

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

None

**Names submitted for consideration of appointment**

None



**TOWN COUNCIL**  
**HYBRID MEETING – VIRTUAL AND IN-PERSON**  
**June 20, 2023**  
**Special 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 Ronald Eleveld, Councilor Kristin Gluck Hoffman, Councilor Kenneth Smith, Councilor Ojala Naeem and Councilor Lenworth Walker

Absent: Councilor James Dobler

**2) PRAYER OR REFLECTION**

Councilor Naeem led the group in prayer/reflection.

**3) PLEDGE OF ALLEGIANCE**

Councilor Naeem led the group in the Pledge of Allegiance.

**4) PROCLAMATIONS AND AWARDS - None**

**5) PUBLIC COMMUNICATIONS AND PETITIONS**

George Slate, 74 Ethan Drive, stated that he hopes they all received his communications. For 10 years he has been talking about OPEB (retirement benefits). There is still a \$47 million unfunded balance as of June 30, 2022. He stated that no one is focusing on the greatest human need for low-income, elderly and disabled individuals. He hopes that 10 years from now he'll not be hearing that it is still unresolved. He directed the Council to the CIP document within the packet. He stated the Board of Education portion of the budget that was passed is only 57.6%. He mentions this because we spend too much on kids and the Board of Education. This showed, given how the budget came together and why, that we've probably have been spending too little in many different places. The one that needs the most attention and quickly is housing for low income, elderly and disabled. He feels that the new Council in November should make this an item for a workshop. He knows that for these folks, they could be in a worse situation than they are now because the trust fund funding from Medicare is set to expire in about 2028 and trust fund funding for Social Security is at about 2034. This group will need housing now.



Eric Weiner, 130 Palisado Avenue, stated some suggestions for the Capital Improvements program (CIP). The program does not have many new programs but really shows just what we presently have. The way that you present this now and the way you spend money during the year is that you are picking off individual items. He is looking at each piece as a whole. So, what is the capital plan for Windsor High School expenditures over the next 5-10 years? There is not an easy document that shows you that. It is all spread out throughout the document. Before we spend this type of money, where does it fit into the broader picture? This means that you'd have to have some goals and plans for the town. From the best that he can tell, it is to take what we did from last year and revise it a little bit for next year. He does not know where we are heading as a town. He stated the housing situation is dire and will only get worse. As you think of a holistic model for a building, you have to also think of where the energy piece will fit in. To install an HVAC system without looking at the energy gain you can get by putting in new windows, or by insulating a roof, is backwards in his mind. This is the current plan for Milo Peck. There is \$4 million coming up for the HVAC system at Milo Peck and a few years later there is \$300,000 for a new roof. Wouldn't you want to see what the benefits are for a properly insulated roof and new windows before you spend money on a new HVAC system? There is nothing in the CIP that addresses the goals of the energy task force that was adopted by the Council. That is a huge red flag. In terms of potential major expense, he believes that we have woefully underinvested in the town's information systems. To see what is happening in town and all the other areas at a glance he feels we are 20 years behind. To continue along piece meal like this, just puts us further behind. He suggested that perhaps the Council should have town staff rework the CIP in terms of strategic plans for each of the buildings, each of the categories and give goals and objectives that we are aiming for in a capital improvement project. Don't just do it via line items.

## 6) COMMUNICATIONS FROM COUNCIL MEMBERS

Councilor Naeem gave a belated Happy Juneteenth to everyone. She could not attend the event on the town green, but heard that there was a great turn out. She thanked the Human Relations Commission for putting that together and hopefully next year she'll be able to attend the event. She thanked Councilor Black-Burke for connecting the Council and inviting them all to the Town of Bloomfield's Juneteenth parade. It was a great opportunity to connect with each other and get to connect with the broader community in our area.

Councilor Dobler - absent

Councilor Walker stated that he attended the Windsor Volunteer Appreciation brunch on June 11<sup>th</sup>. It was well attended. As always, the Town Manager, Peter Souza, and Mrs. Souza were gracious hosts. It was so good to get together with the folks who take time out of their busy schedules to volunteer on the commissions and elsewhere in town to make Windsor special. He mentioned that later that day, he participated with the Human Relations Commission on a talk that they had on the Influence of Men in society. It was interesting. He hopes that the Human Relations Commission does more of those types



of talks. He had to remind some individuals that minus men in homes of poor people and minority people, they all come to not so good. When a man or father figure is present in the home, there are much more successful outcomes. There have been several studies done to prove that. He says as an elder and community, we need to teach the younger population if they don't know what the real deal is. So, with all the other issues around parenting and family structure, the key thing is we want to end the prison pipeline. We need to interject as a father figure in that equation. He attended the Juneteenth parade. It was well done. Most of the Council was in attendance. He thanked Councilor Black-Burke for opening the invitation to the Council. He thanked the First Cathedral church with always helping out the community. They offered their property up to stage the parade. He spoke about the Caribbean Soccer night which will be held at Trinity Hill Stadium on Saturday, July 8<sup>th</sup>. This is an ongoing program where the Hartford athletics (housed in Windsor) put on this charity game and the proceeds help to put on soccer clubs. For the last two years, it was Bloomfield and Hartford. We are looking at having Windsor place its name in the bucket for this year. Many from the community have been making personal donations so they can offer scholarships and free soccer clubs.

Councilor Black-Burke thanked the speakers that came out to talk to the Council. She congratulated all the graduates of Windsor High School. Most of the Council attended the graduation. She enjoyed the student speeches. She thanked the Human Relations Commission for putting together a great Juneteenth event. The Honorable Judge Washington would have been proud. She stated she had a great time marching together at the Juneteenth parade with the other councilors on Saturday. Many councilors received outreach from the community in regards to the pool schedule. She's happy to say that it has been adjusted. She wanted to share how important health and safety are for our citizens and all of the Councilors feel the same way. She gave a shout out to the health and safety team, Police Department and the K-9 unit for what they had to do yesterday and throughout today to locate one of the town's missing elderly citizens. It is summer time, please slow down.

Councilor Gluck Hoffman commended Councilor Black-Burke for Saturday and getting the Councilors together to go to the event. It was amazing. Monday's Juneteenth event on the town green had a wonderful turn out and the speakers were fantastic. Just to note, at the Windsor High School graduation, the choral group was spectacular.

Councilor Eleveld stated the Volunteer Appreciation Brunch had a wonderful turnout. Volunteers are what help to make Windsor such a wonderful town. The men's health discussion was interesting. The Juneteenth parade was well done. The Lieutenant Governor was also at the parade. At the Windsor High School graduation, all graduates acted appropriately.

Deputy Mayor Bress stated that the events mentioned were all great and she was glad she attended them. She stated that the Windsor graduation was a moving ceremony. She had a chance to talk to some of the graduates. She wished them all a very happy graduation. The Poetry Slam was also a part of Juneteenth. She thanked the Windsor Arts Center for hosting the event and gave a shout out to Cassie Copeland-Smith, Chair



of the Human Relations Commission, all of her members and town staff. She thanked everyone who had a hand in helping to make Juneteenth a memorable experience.

Councilor Smith echoed what everyone else said. He took the mental health first aid course offered by Social Services. He is now certified.

Mayor Trinks thanked all the Councilors for their work. They are very involved. He gave a shout out to Assistant Town Manager, Scott Colby. He was at the Juneteenth event on the town green for the whole time. He reminded the Councilors that the next Council meeting will be Hawaiian theme so please dress appropriately Councilors.

## 7) REPORT OF APPOINTED BOARDS AND COMMISSIONS

### a) Public Building Commission

Jim Bennett, Public Building Commission gave the following report:

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

The work on the remaining phases two and three has begun. This work involves replacement of air handler ventilation units in music wing of building, abatement of HazMat in boiler room, installation of complete new heating plant in boiler room, and replacing all classroom wall unit ventilators. Current project schedules are for phase two to be completed by end of August 2023 and Phase three to be completed end of November 2023.

#### **Aquatic Facilities Improvements Gosslee Pool Houses Renovations –9564**

Overall the construction work is 75% complete. The remaining work is completion of new electrical service from Eversource, Installation of new pool water chemical treatment equipment, completion of new vinyl siding installation, completion of interior painting, installation of all new restroom fixtures, and completion of site work. The project is now scheduled to be completed by July 15, 2023.

#### **Milo Peck School HVAC Construction – 9538**

The PBC is waiting further directions from Town Council regarding this projects progression.

#### **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.

#### **LP Wilson Community Center HVAC Renovations Project- 9551**

Phase One of this project is well underway. One third of the rooms have been abated and the new flooring has been installed and the furniture and equipment moved back into these rooms. The GC has started work on the installation of three new Direct Outside Air



Systems, which will provide conditioned fresh air make-up to the entire BOE side of the building. All phase one work is expected to begin in May and be completed in October 2023. The PBC expects to bid phase two in fall 2023.

**330 Windsor Ave. Community Center Gym HVAC Renovations -9550**

The three new roof top units are installed and are operating. The DDC controls are 90% complete. The PBC expects the controls to be completed by end of July 2023.

**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 our September 13, 2022 meeting. Construction is scheduled for FY2025.

**Sage Park Middle School Roof Design Project – 9541**

The PBC has been informed by the Town Managers Office that this project has been delayed until summer of 2024.

**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 fall 2023 meetings.

**JFK Elementary School HVAC System Upgrades Phase III Project – 1932**

The general contractor Action Air has started work on this project. This project includes installing new HVAC units for the gymnasium and hallways. Construction is expected to be completed in October 2023.

**Sage Park Middle School Slab Moisture Mitigation Project –**

The design team will be on site this week installing twelve moisture testing stations in the concrete slab. This tests will determine the amount and where the moisture has accumulated under the concrete slab. This project is for the investigation, diagnosing, and options for resolving the moisture floor slab issues in areas of this buildings 1994 additions.

**Welch Park Pool House Renovations Project**

The PBC is expecting to receive the completed construction drawings for this project at its meeting in July 2023. After staff review and PBC approval, we expect to put this project out to bid in August 2023.

Councilor Gluck Hoffman asked what the name of the roofing company is and who is the architectural firm? Mr. Bennett replied that the architectural firm is Hibbard & Rosa. They've been our prime design team. The roofing company is called Silk Town and they have performed without any problems.

Councilor Gluck Hoffman asked if there are any hindrances that can hold them back? As far as roofs go, the supply chain might be a hindrance. We've got design completion now but we have construction in 2025-2026. One of the hiccups we've had before is getting the paperwork through the State for reimbursement.

## 8) TOWN MANAGER'S REPORT

Assistant Town Manager Colby gave the following report:

### Taxes

Just a reminder to taxpayers that taxes on the Grand List of October 1, 2022 are due in full by July 1, 2023 and payable by August 1, 2023. Unpaid taxes will be considered delinquent on August 2, 2023. On that date interest will be charged from the original due date of July 1, 2023 (3%). Interest is charged at a rate of 18% per year, with a minimum of \$2.00.

Tax bills are scheduled to be mailed on June 23, 2023. Failure to receive a tax bill does not invalidate the tax or any interest on it should it become delinquent. Taxpayers who have not received their tax bill should contact the Tax Department at 860-285-1810 to obtain a copy.

More information can be found on the Tax Collector page of the Town of Windsor website.

### Goslee Pool Update

Unfortunately, the Goslee Pool Bathhouse renovation has experienced unexpected delays. Currently, it is anticipated that the pool will be closed through July and potentially into August. To accommodate our Goslee Pool patrons, adjustments have been made to the Welch Pool and Veteran's Pool (Windsor High School Outdoor Pool) schedules.

Swim lessons scheduled for Goslee Pool will be held at Veteran's Pool, and all pool passes will be honored at Welch and Veteran's Pool. Once the renovation is complete, all aquatic programming will be moved back to Goslee Pool. Please click here to view copy of this summer's pool schedule. It is important to us that residents have a way to get to Welch or Veteran's Pool. Please click here take our short survey so we can be aware of the impact this temporary closure has on transportation to our pools.

If you have questions, please contact the Recreation office at (860) 285-1990.

### Concerts on the Green

First Town Downtown invites you to its series of concerts. The next concert will be held on the Town Green at 275 Broad Street on July 6th from 6:30 PM – 8:30 PM. This event is sponsored by the First Town Downtown Board of Directors. At this concert, Gene Donaldson and The Stingrays will be playing.



Additional concerts will be held every Thursday afternoon on the Town Green from 6:30 PM – 8:30 PM from July 6 – August 25<sup>th</sup>. Free. For more information, call 860-247-8982 or go to: <https://www.firsttowndowntown.org/programs/summer-concerts/>.

### **Farmer's Market**

First Town Downtown's Farmers Market has begun. The market takes place every Thursday this summer and fall through October 19<sup>th</sup> from 3:00 PM – 6:30 PM at 240 Broad Street. Enjoy a variety of fresh, locally grown produce and specialty items and musical entertainment.

### **Police Department Promotions**

The Police Department made several promotions that will be occurring over the next couple of months.

In May Sergeant Nicholas Dally was promoted to Lieutenant and assigned to the Planning and Research position. Officer Carmelo Pena was promoted to Sergeant and assigned to Patrol.

This month Sergeant Devin Saylor was promoted to Lieutenant and assigned to the Support Services position. Officer Tyra Taylor was promoted to Sergeant and assigned to the Patrol Division. Sergeant John Simon was assigned to the Detective Division as the Detective Sergeant.

In July, Officer Sheveran Thomson will be promoted to Sergeant and assigned to the Patrol Division. Sergeant Joel Morneau will be assigned to the Administrative Sergeant position.

### **Windsor's Longest Day Concert**

Bring your chairs and join us on Thursday night (June 22<sup>nd</sup>) at 6:30 PM for Windsor's Longest Day Concert on the Green at 275 Broad Street. Noah Lis, from NBC's television show 'The Voice', will be performing during the event.

This event is being hosted by the Caring Connection Adult Day Health Center and Windsor Senior Center to raise awareness and show support for caregivers and those living with Alzheimer's Disease and related cognitive disorders. For more information, call (860) 547-0251.

### **Fraudulent Real Estate Transactions**

In other parts of the U.S. there have been issues with real estate fraud, which occurs when individuals provide false information for fraudulent real estate transactions. Title fraud is one type of fraud that has been occurring. Title fraud happens when the ownership of a property falsely changes or is occupied using fraudulent methods. For example, an individual may attempt to sell a property that does not belong to them. When a fraudulent property deed is filed on the land records, the only recourse for the property owner is to take legal action against the fraudster, costing the property owner time, money and a great deal of frustration.



Recently, there have been commercials on television regarding insurance to protect your property title against such fraud. This has spurred phone calls to the Town Clerk's office from residents, mostly seniors, who are concerned about protecting their most valuable asset. We have encouraged property owners to check the land records at least once a year, similar to how we should check our credit reports.

The Windsor Town Clerk's Office now provides a free tool to help property owners stay updated on their land records and be notified of any potentially fraudulent documents.

With Search IQS **Fraud Alert**, you can quickly and easily sign up to receive alerts whenever a document, such as a deed or a mortgage, is recorded under your name. Documents can be viewed online or at the Town Clerk's Office.

**Please note:** Once you sign up, you will receive notifications for any documents filed under your name, including others in town who may share the same name as you. Please carefully review any notifications to ensure that they are for you and your property, and not somebody who shares your name.

If you have any questions or concerns about this service, please contact the Town Clerk's Office at 860-285-1902.

### **Family Day Trip to the Bronx Zoo (All Ages- Family Fun)**

Ready to take a walk on the "wild side" while creating some great memories? Then come join us as we partner with Tours of Distinction to visit the **Bronx Zoo**! Enjoy access to the park featuring over 15 exhibits and more than 17,000 mammals, birds, fish, reptiles, amphibians, and invertebrates. Skip the commute and make new friends on the round trip motor coach!

\$123 for adults and \$115 for children. Fees include bus fare, tour guide, admission to the zoo, and all gratuities. This day trip will take place on Saturday, July 8<sup>th</sup> departing at 7:30am and returning around 8:30pm.

For more information please visit the Recreation website or call 860-285-1992. Registration closes this Friday, June 23<sup>rd</sup>.

### **July Town Council Meeting**

Just a reminder that the next Town Council Meeting will be on Monday, July 10, 2023.

Councilor Walker commended the Assistant Town Manager for following up with the folks in the Joshua Hill community with the neighbor that they were having a problem with. I think they had a legitimate complaint. Many times, if neighbors got together and spoke to each other, we would avoid a lot of conflict. He'd like to thank Captain Power as well with being there with the group and to say he knows with the follow up those residents are satisfied so far and know that the town will support them with their concern.

Councilor Gluck Hoffman gave a shout out to Assistant Town Manager Colby for being at the parade with them and carrying the banners through the rain.



**9) REPORTS OF STANDING COMMITTEES**

Town Improvements Committee – Councilor Dobler – absent

Finance Committee – Councilor Naeem stated the Council will be covering her items later in the agenda.

Health and Safety Committee – Councilor Black-Burke stated on June 8<sup>th</sup> there was a Health & Safety Committee meeting. It was a robust meeting with a lot of discussion. She gave an update on the Emergency Medical Services study. A preliminary report will be ready by late July, which will be shared with the Council. She spoke about some of the work that the Windsor EMS has done and how they are using their finances. They also had a lengthy discussion about security cameras at park facilities.

Personnel Committee – Deputy Mayor Bress stated the vote for the creation of an Arts Commission is being moved to July 10<sup>th</sup> at 7:20 PM due to this meeting being moved due to Juneteenth.

**10) ORDINANCES****11) UNFINISHED BUSINESS****12) NEW BUSINESS**

- a) Approve Fiscal Year 2023 year end transfers

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

Councilor Naeem stated that traditionally, the Town Council has granted the Finance Director the authority to transfer up to \$5,000 between service units at the end of the fiscal year in the General Fund of not more than \$5,000.

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

MOVED by Councilor Naeem, seconded by Deputy Mayor Bress to approve the following transfers to cover projected year-end deficits:

- \$11,210 from Safety Services to General Government
- \$26,390 from Safety Services to Development Services
- \$14,930 from Safety Services to Town Support for Education

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



b) Approve Fiscal Year 2023 Purchase Orders

MOVED by Councilor Naeem, seconded by Councilor Smith that the FY 23 General Fund year-end open purchase orders as presented on 'Attachment A' be extended until October 16, 2023.

Councilor Naeem stated this is a way of getting our goods delivered. There have been delays in the supply chain. If we weren't able to receive for or pay for these goods in this fiscal year, we'd like to encumber those funds for future services for payment.

There are fourteen FY 23 General Fund open purchase orders totaling \$209,832 that are expected to be continued into FY 24. The list of these purchase orders is as follows:

**Attachment A**

Town of Windsor FY 23 Year-End General Fund Open Purchase Orders As of June 12, 2023				
Department	P.O. #	Vendor Name	Product / Service Description	Open Amount
<b>Library</b>				
Contractual Services	23321, 23325, 23326 & 23327	McKinney Construction	Door for Furnace Room; Painting; Step Repair	\$14,250
<b>Public Works &amp; Engineering</b>				
Contractual Services	23345	BSC Group-Connecticut	Development Application Peer Review (Stormwater/Traffic) - 205 Baker Hollow Rd	\$14,000
<b>Public Works &amp; Engineering</b>				
Contractual Services	23329	BSC Group-Connecticut	Development Application Peer Review (Stormwater/Traffic) - 11 Goodwin Drive	\$14,500
<b>Public Works &amp; Engineering</b>				
Other Capital Equipment	23279	Tri-County Contractors Supply	Berming Machine	\$14,805
<b>Public Works &amp; Engineering</b>				
Other Capital Equipment	23281	Ray Jurgen Company	Portable Lifts for Equipment Repair	\$72,994
<b>Public Works &amp; Engineering</b>				
Contractual Services	23135	Fuss & O'Neill	FY 23 Environmental Regulatory Compliance Support for the DPW Site (original amount of P.O. was \$13,300)	\$4,525
<b>Public Works &amp; Engineering</b>				
Other Capital Equipment	23347	North East Shoring Equipment	Trench Box	\$15,250
<b>Safety Services - Police Administration</b>				
Other Capital Equipment/Equipment	23309	CDW Government	G Drive File Server Storage	\$24,208
<b>Safety Services</b>				
Contractual Services	23273	The Holdsworth Group	Windsor EMS Consulting Services (original amount of P.O. was \$19,600)	\$9,800
<b>Safety Services</b>				
Contractual Services	23277/23278	Automated Logic/Woodcock Refrigeration	HVAC Replacement - 50 Pine Lane Radio Room	\$25,500
<b>General Fund Total</b>				<b><u>\$209,832</u></b>

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



- c) Authorize submittal of Community Investment Grant application for Wilson Park

MOVED by Deputy Mayor Bress, seconded by Councilor Walker that the Town Manager is authorized to submit an application to the Department of Economic and Community Development pursuant to the attached resolution for the Community Investment Fund in the amount of \$4,000,000 and that a commitment of \$500,000 in American Rescue Plan Act funds be made as a local match.

### MUNICIPAL RESOLUTION

WHEREAS, pursuant to Connecticut General Statutes Section 32-285a, the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and

WHEREAS, it is desirable and in the public interest that the Town of Windsor make an application to the State for \$4,000,000 in order to undertake the Wilson Park Project and to execute an Assistance Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE WINDSOR TOWN COUNCIL

1. That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by 32-285a
2. That the filing of an application for State financial assistance by the Town of Windsor in an amount not to exceed \$4,000,000 is hereby approved and that Town Manager Peter Souza is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of the Town of Windsor.

Scott Colby, Assistant Town Manager, stated the town is eligible to apply to the State's Community Investment Fund 2030 (CIF). This competitive grant program is focused on fostering economic and community development in 54 communities that have the designation of a Public Investment Community (PIC) and/or Alliance District. Windsor qualifies for this grant funding as both a PIC and Alliance District. Municipalities as well as not-for-profit organizations and community development corporations that operate within them may apply. The deadline for the third round is June 30, 2023.

Staff is recommending the resubmission of a grant application to help fund the construction of the Wilson gateway park on the town-owned parcel at 458 Windsor Avenue. This exciting project will transform a long underutilized parcel into a multi-



dimensional park that will provide an array of amenities for the neighborhood residents as well as the entire community.

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. Round 2 was equally competitive with 189 applications requesting over \$1B. Twenty eight projects were awarded a total of approximately \$98,500,000 including \$522,500 for the Riverfront Recapture trail system in Windsor.

The town received positive feedback in both rounds 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. One concern was the need for DOT approvals for traffic signal modification but due to the scope of the modification no significant delay is anticipated.

Our design firm, BSC Group, conducted a multi-channel approach to securing input on the design and has developed bid-level documents. Site plan approval by the Planning and Zoning Commission is anticipated in July. We would update the application to reflect the work of BSC, including their interactions with state DOT staff. We are also identifying programming goals that would demonstrate that the park will positively impact the mental and physical health of residents.

The ability to bring this park through the bidding phases by the Q1 of 2024 is very achievable which helps to make the CIF application competitive as does the commitment to utilize federal American Rescue Funds (ARF) as a local match.

Project costs have been developed. Site enhancements include site grading, utilities, parking areas / walkways, and allocations for site amenities, play structures, pavilion/amphitheater and furnishings. The costs of design services, construction and contingency is estimated to be \$4.5M (with add alternates).

We anticipate a very competitive funding round. As such, demonstrating the leveraging of local funds is critical. It is recommend that a local match of \$500,000 be incorporated in the proposal utilizing American Rescue Plan Act funds. Assuming a \$4.5M project cost and a \$500,000 local contribution, the grant request would be \$4M. A portion of the local match is being used for project design services.

As a note, should the town receive this grant fund, it would still need to pass through the town coffers and would require a referendum.



Councilor Eleveld stated because the amount will be a total of \$4.5 million is that why it would need a referendum? What's the threshold for a referendum? \$3.0 million? Assistant Town Manager Colby stated that a threshold for a referendum for the Fiscal Year 24 is 3% of the current levy which will be \$3.548 million.

Councilor Eleveld asked if we knew when there might be an approval. Assistant Town Manager Colby stated that with the anticipated closing date being at the tail end of this month, DECD is anticipating that they would announce the round 3 submittals in the October time frame. It would still need to go the CT bond counsel for full approval. So we would anticipate anywhere between late October to mid-November time frame to receive notice if we have received that grant.

Councilor Eleveld then asked we'd have to have a referendum by which date if it is approved? Assistant Town Manager Colby said at that point, we would look to bid the project out. Councilor Eleveld said it should be late spring that we are looking at? Assistant Town Manager Colby stated for the either the first or second quarter of 2024.

Councilor Black-Burke said this is the 3<sup>rd</sup> time we are applying for this grant. What is the town's options if we do not get this grant? We've discussed bonding. Do we have other plans/options? Assistant Town Manager Colby said that right now Plan A would be to go for the grant and Plan B is that we do have it set in the Capital Improvement Program and the Town Council can look to revise the scope of the project. Right now, what this project has is a lot of amenities that were included which are from what we heard from the community residents at that time. It is something that can be phased over time. There are elements there that could be altered slightly to reduce some of the scope and the cost of the project. Those could be discussions we could have further during that time and also seek additional community input.

Councilor Black-Burke asked if there were any other pieces that need to be included. Are we addressing everything that they wanted from us? Assistant Town Manager Colby replied that to our knowledge we have addressed everything they are looking for. It's just a very competitive grant application with many communities submitting additional requests and it is exceeding the amount of what they are looking to appropriate during that round. This is round 3 of 10.

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

- d) Authorize submittal of Community Investment Grant application for Wilson area study

MOVED by Deputy Mayor Bress, seconded by Councilor Smith that the Town Manager is authorized to submit an application to the Department of Economic and Community Development pursuant to the attached resolution for the Community Investment Fund in the amount of \$250,000 and that a commitment of \$25,000 in general funds be made as a local match.





MUNICIPAL RESOLUTION

WHEREAS, pursuant to Connecticut General Statutes Section 32-285a, the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and

WHEREAS, it is desirable and in the public interest that the Town of Windsor make an application to the State for \$250,000 in order to undertake the Wilson Park Project and to execute an Assistance Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE WINDSOR TOWN COUNCIL

1. That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by 32-285a
2. That the filing of an application for State financial assistance by the Town of Windsor in an amount not to exceed \$250,000 is hereby approved and that Town Manager Peter Souza is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of the Town of Windsor.

Assistant Town Manager Colby stated the DECD is now inviting planning grant applications in the amount of \$250K that can go towards certain eligible expenses, including: community engagement, feasibility studies, zoning analyses, conceptual drawings, and construction budget development.

We anticipate a very competitive funding round. As such, demonstrating the leveraging of local funds is critical. It is recommended that a local match of \$25,000 be incorporated in the proposal utilizing a portion of the FY24 General Fund allocation for the Senior and Workforce Housing Planning Initiative in the Community Development budget. Several of the parcels could be good candidates for housing or mixed-use development so we believe this would be an appropriate use from that budgeted amount.

The following long-vacant or underutilized parcels in the Wilson area could potentially be developed for housing, commercial, or mixed-use space or preserved as open space.

Address	Known As	Zone	Acreage
581 Windsor Ave.	Spillane	B1	1.86
459 Windsor Ave.	Mahon	B2	2.00
465 Windsor Ave.	Barn Site	B2	.25



349 Windsor Ave.	Commuter Lot	R8	1.35
248 Windsor Ave.	P&S Affordable	B2	.49
156 Windsor Ave.	Udolf	B2	.43
10 Garden Street	Russo	I, I1	9.96
94T Wilson Ave.	Russo	B2	.36
96 Wilson Ave.	Russo	B2	1.03
110 Wilson Ave.	Russo	B2	1.22
33 Meadow Rd.	Everton	B2	7.32

The planning study would review each site in light of any physical constraints (wetlands, floodplain, and layout challenges) and current zoning requirements. Some sites that are currently zoning business or industrial maybe more appropriately zoning for residential development based on current development patterns. Conceptual site plans and preliminary development cost estimates would be prepared, as well as development or preservation strategies.

We anticipate a very competitive funding round. As such, demonstrating the leveraging of local funds is critical. It is recommended that a local match of \$25,000 be incorporated in the proposal utilizing a portion of the FY24 General Fund allocation for the Senior and Workforce Housing Planning Initiative in the Community Development budget. Several of the parcels could be good candidates for housing or mixed-use development so we believe this would be an appropriate use from that budgeted amount.

Councilor Walker stated we are applying for grants for these vacant lots or underdeveloped properties. He sees that Russo is trustee for five properties. Are we working with the actual owners of these properties? How do you tap the ownership piece with applying for plans to develop? Assistant Town Manager Colby stated that at this time the Economic Development Department, Patrick McMahon, has been in contact with some of these property owners in regards to this. For the grant itself, if awarded, the grant would allow us to be able to do some of this planning work and they would be looking to work with a property owner. If the property owner did not want to pursue anything with the town, they wouldn't be obligated to do so.

Councilor Naeem asked if we would submit the grant for those properties ahead of knowing if the property owner wanted to engage or not? Assistant Town Manager Colby stated to his knowledge they have been notified. He will talk with Patrick McMahon to see if those properties have to be listed on the grant application.

Deputy Mayor Bress stated that to her recollection aren't some of these properties available for sale? Assistant Town Manager replied that yes that is correct.

Councilor Eleveld asked if this is a separate fund from the one we are looking to get from the DECD for the park. Assistant Town Manager Colby stated they have welcomed the planning grant applications hoping they would be able to receive additional projects as future rounds open up. This would help some of these projects be a little more competitive or 'shovel ready' to speak.



Councilor Eleveld asked by doing this, does it negatively impact the park? Assistant Town Manager Colby replied he does not believe so.

Councilor Black-Burke stated that a few months back there was a presentation done of various parcels around the Wilson area. Is this that list? Are these the same properties that we are discussing? Assistant Town Manager Colby said that a few of those properties may have been on that list.

Deputy Mayor Bress commented on why in particular this area was chosen for this grant. The way it was explained to her is that there are priority points awarded in certain areas that require development or that will benefit from the development. The properties in this area were chosen to get a better opportunity to get that planning money from the grant if we receive it. We do need housing everywhere. We've talked about that and other opportunities in town about housing, but this particular property came up because of the grant and because the state is willing to give planning and assessment money. So, these properties were chosen to get a better chance to get that money.

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

e) Introduce 2024-2029 Capital Improvements Program (CIP)

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

Some highlights of the proposed CIP is as follows:

- The CIP includes approximately \$8.9 million for street resurfacing, pavement reclamation, milling, lot repaving, curb replacement, minor drainage improvements and other pavement repair work. In addition, the 6 year period includes major street reconstruction or rehabilitation projects at an estimated cost of \$19.2 million. Of the total \$30.1 million included for the asset management of town roadways, \$5.1 million is planned to come from state and/or federal funding sources.
- Projected debt service ratios based on a five-year financial forecast, inclusive of all projects requiring voter referendum, are not projected to exceed the 8% policy goal in any year of the proposed CIP.
- The proposed CIP identifies \$23.4 million in cash-funded projects. The sources for cash funding projects are primarily appropriations from the annual General Fund as well as requests for monies from the Capital Projects Fund Assigned Fund balance and the General Fund Unassigned Fund Balance. The Capital Projects Fund source fluctuates from year to year as that fund is comprised of closed out balances from completed projects.



- Outdoor Pool Facilities projects (Welch and Veteran's) are included. Welch Pool design has been completed and construction is proposed in FY 24. Funding for Veteran's Pool design is in FY 26 with construction in FY 28.
- The proposed CIP forecasts \$78.91 million in bonding authorization.
- The 6-year CIP cycle includes six projects that would require voter approval based on current estimated costs. These projects are:
  - Broad Street Road Diet
  - Town Facility Improvements – Milo Peck HVAC, Electrical, and Energy Improvements
  - BOE – Windsor High School – Heating and Ventilation System Replacement
  - BOE – Windsor High School Roof Replacement
  - Town Facility Improvements – Veteran's Pool Improvements
  - BOE – Windsor High School Fieldhouse Renovations
- There are several large projects between Clover Street Elementary School, Oliver Ellsworth Elementary School, Poquonock Elementary School, Sage Park Middle School and Windsor High School totaling \$35.05 million which are incorporated over the 6 year period. Projects range from; roof replacement, heating and mechanical equipment replacements, floor replacements and the installation of air-conditioning systems.

The Capital Improvements Committee completed their review of the proposed CIP on June 7th. The Committee voted to recommend that the proposed FY 2024-FY 2029 CIP be approved with the suggestion that the additional fire hydrants project in FY 26 be moved up if possible. We have spread this out over the course of three fiscal years based upon priority from the Fire Marshal's Office. This item will also be going to the Town Planning & Zoning Commission for a request of an 8-24 on July 11th.

Councilor Smith stated that it makes a lot of sense that these capital improvements be consolidated by facility. He'd like to see capital improvements that have already been performed and capital improvements for the same facility. He gave the example of the Windsor High School. All updates/repairs should be facility specific and should be seen in one place and not spread out within the document. He feels it should be categorized by facility and energy efficiency on one sheet of paper.

Councilor Black-Burke added that once these projects do come back to the Town Council those are the questions that we ask such as what is the energy efficiency, what are the various pieces that are going to be thought about as the project is being planned out. So if you have some of that on the front end that also helps the Council to make more informed decisions.

Councilor Walker sees \$4.5 million for the Broad Street diet project. He thinks if we do a road diet in Windsor, nobody will be able to move and go anywhere. With just that one diversion from I-91 that happened a few weeks ago, the town had a road block and nobody was going anywhere. He feels we are making a mistake with this project.



Councilor Naeem asked how a capital improvement plan fit in with the town's Plan of Conservation. Is that something that we will be undertaking this year as well? Assistant Town Manager Colby explained the town looks to prioritize projects that come through. We work with the boards and commissions and town departments to review what we currently have. As an example, pavement resurfacing should be something that we are doing on a year to year basis. In regards to some of the other things, like our buildings and facilities, we look at the end of year cycles to try and evaluate where they may fall in the scope of that. So if a project was completed 20 years ago and is due now for a new roof or HVAC improvement program. In regards to the town's Plan of Conservation, it does look at the town's goals and objectives.

Councilor Naeem asked if the timeline is in line with the CIP. It would be helpful to get both of those things together strategically. How are the different things in different areas impacting singular sites or areas of town? Assistant Town Manager Colby responded that the Plan of Conservation is going to need to be reviewed over the next year or two. They are working on that and having discussions internally about it. In regards to the CIP, this is one that we do every year and we have to update it. In future years, when you look in FY 27, FY 28, or FY 29 they are fluid and are not set in stone. What is really reviewed is what we have in the current fiscal year. Those projects can be moved around depending on what the needs are for the community as well as what the Council would like to see in regards to particular projects.

Deputy Mayor Bress stated that from what she is hearing, the Capital Improvement Program is a moveable document and it is based on Plan on Development goals. She is suggesting that the Council gets more clarification on how the CIP is aligned with the Plan of Conservation so the Town Council can see it. It would be nice to see that more clearly and see that the goals that we set in the Plan of Conservation or in the Council meetings is being translating into the CIP.

Assistant Town Manager Colby added one thing we are looking at is the need of the project. As an example, if there is a roof that has a leak in it, that would need to be moved up so we don't put that facility in any more jeopardy. Deputy Mayor Bress interjected that we address emergency situations as well. Assistant Town Manager Colby said that was correct. He added that if you see a project that is in FY 25 or FY 26 if it's not as needed based upon what we are seeing, it may be pushed back out. We also look at financial impacts of other projects as well to ensure we are staying in line with our debt service ratio.

Deputy Mayor Bress added that if there are grants that we receive it might impact some of the projects as they may move back or forth depending on whether we receive a grant for a particular project. Assistant Town Manager Colby stated that was correct.

Deputy Mayor Bress asked if there are any other projects that have been moved up in the CIP that may have been back further but they were moved up for a particular reason? Assistant Town Manager Colby stated in the current CIP that is before the Council, fire hydrants were the one they had looked to split and move up to earlier fiscal years. There



have been projects in the past that the Capital Improvements committee or Town Improvements Committee has made recommendations to shuffle around some projects. One of those being the River Street road rehabilitation that they had scheduled that was shuffled around so that the LP Wilson pickleball courts could be moved up to slightly earlier.

Councilor Black-Burke said that as a town we need to start thinking about town-owned infrastructure across the town such as 330 Windsor Avenue, L.P. Windsor, school buildings, etc. and about the necessary upgrades that might be needed in these buildings 20-25 years down the road from now. She gave the example of the Board of Education and how they create a long-range plan for their buildings. She's wondering where we are headed with infrastructure as some of our buildings are in dire need of repair/upgrade. We need to start thinking about the usability of our buildings, the age of our buildings and the overall infrastructure.

Mayor Trinks referred this item to the Town Improvements Committee for further review.

**13) RESIGNATIONS AND APPOINTMENTS - None**

**14) MINUTES OF PRECEDING MEETINGS**

a) \*Minutes of the June 5, 2023 Public Hearing

MOVED by Deputy Mayor Bress, seconded by Councilor Black-Burke to approve the minutes of the June 5, 2023 Public Hearing as presented.

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

b) \*Minutes of the June 5, 2023 Regular Town Council Meeting

MOVED by Deputy Mayor Bress, seconded by Councilor Black-Burke to approve the minutes of the June 5, 2023 Regular Town Council meeting as presented.

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

**15) PUBLIC COMMUNICATIONS AND PETITIONS**

George Slate, 74 Ethan Drive, wanted to speak a little more about the elderly housing. Just think of the people that you know that live in those three facilities, those who you know that are on the waiting list, and people you know who would place their names on the waiting list if it opened up. During the June 5<sup>th</sup> Town Council meeting, he mentioned something about electric vehicles and the equipment which is in the minutes. Town Manager Souza had responded by stating to him that he has more of a five year horizon to focus on that. He has a consultant group helping him along with that. Mr. Slate agrees with him. He thinks the Council should renew the Clean Energy Task Force because there are people in that group that are much more aggressive than himself and the

Council needs to hear their voices. He spoke of the old Northwest Park tree farm. He always liked the idea that we don't have to pay for those things and grow our own. He stated that he had asked to see a list of the potential paved streets millings for the full six year period. So that if his street is lower on the list, he can make arguments to move it. There was an interesting factoid that came out of that where we might have 1,400 fire hydrants and the annual maintenance in the budget is about \$140,000 for that. He was at the Volunteer Brunch and the Deputy Mayor was very nice to extend it for an extra second or two which lasted for 2-3 minutes because she asked for recognition of the long service of the Mayor. The applause was long and signified a great deal of appreciation.

Eric Weiner, 130 Palisado Avenue, stated he thought that was a great discussion that they had regarding the CIP and thinking in the longer term. He would love to see this Council and the next Council continue a transition from primarily a tactical approval or 'rubber stamped' to a more strategic direction setting operation. He believes that is what the taxpayers need the Council to do. If there could be a shift on how the Council works within these next few years, he thinks that they'd be doing the townspeople a good service.

**16) EXECUTIVE SESSION - None**

**17) ADJOURNMENT**

MOVED by Deputy Mayor Bress, seconded by Councilor Gluck Hoffman to adjourn the meeting at 9:10 p.m.

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

Respectfully Submitted,

Helene Albert  
Recording Secretary