



Council Agenda

**Council Chambers
Windsor Town Hall
September 3, 2002**



7:15 PM Public Hearing

An ordinance appropriating \$235,000 for the roof replacement and related work at Windsor High School and the construction of HVAC screening and related work at the high school and authorizing the issue of \$235,000 bonds and notes to finance the appropriation.

7:30 PM Regular Council Meeting

1. ROLL CALL
2. PRAYER – Councilor Jepsen
3. PLEDGE OF ALLEGIANCE – Councilor Jepsen
4. PROCLAMATIONS/AWARDS
5. PUBLIC COMMUNICATIONS AND PETITIONS
(Three minute limit per speaker)
6. REPORT OF APPOINTED BOARDS AND COMMISSIONS
 - a) Insurance Commission
 - b) Board of Education
7. TOWN MANAGER'S REPORT
8. COMMUNICATIONS FROM COUNCIL MEMBERS
9. REPORTS OF STANDING COMMITTEES
10. ORDINANCES
 - a) An ordinance appropriating \$235,000 for the roof replacement and related work at Windsor High School and the construction of HVAC screening and related work at the high school and authorizing the issue of \$235,000 bonds and notes to finance the appropriation.



11. UNFINISHED BUSINESS

12. NEW BUSINESS

- a) *Presentation of Combustion Engineering Site Cleanup (Councilor Simon)
- b) *Price Guide changes for Health Department (Councilor Broxterman)
- c) *CT State Library/Town of Windsor Grant – Adaptive Technology (Deputy Mayor Curtis)
- d) *Library Renovation Project (Deputy Mayor Curtis)
- e) *Acceptance of Gift stock to the Windsor Library (Mayor Trinks)

13. * RESIGNATIONS AND APPOINTMENTS

14. MINUTES OF PRECEDING MEETINGS

- a) * Minutes of the August 5, 2002 Town Council Meeting

15. PUBLIC COMMUNICATIONS AND PETITIONS

(Three minute limit per speaker)

16. EXECUTIVE SESSION

- a) Discussion of the selection of a site or a lease, sale of purchase of real estate.
- b) Discussion concerning the appointment, employment, performance, evaluation, health or dismissal of an employee.

17. ADJOURNMENT

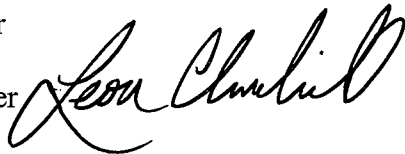
★Back-up included

Agenda Item Summary

Date: September 3, 2002

To: Honorable Mayor and Members of the Town Council

Prepared By: Gregg Pavitt, Finance Director

Reviewed By: Leon Churchill, Town Manager 

Subject: High School Roof Enhancements Bond Ordinance

Background

The Public Building Commission has been reviewing and monitoring closely the expenses of the high school renovation project. As the project progressed, some items were value engineered out of the project. The PBC found a small amount of additional work that also is needed. The original project, as approved by the voters in referendum, limited expenditures to \$35,000,000. There are two unforeseen items that are outside of the scope of the originally defined project. Both of these relate to the roof and would total \$235,000 inclusive of bonding costs.

Discussion/Analysis

The items are as follows:

1. Re-roof the science lab/classroom area, which occupies the second floor of the southern wing at the High School. In addition, the project would replace the wall cladding system and install a gypsum board soffit along the exterior wall of the rooms. Further, new windows would be installed just under the roof to add more natural light to the classrooms. The roof leak and resultant water damage was not foreseen when the High School renovation project was designed.
 - **Cost \$140,000, inclusive of contingency and design**
2. Provide screening and service platforms for the HVAC systems on the roof. This aesthetic improvement is now part of our planning standards for new commercial buildings and was not included at the time of the original referendum and therefore is a new project.
 - **Cost \$90,000 inclusive of contingency and design**

Bonding costs of \$5,000 are added to the issue, bringing the total to \$235,000.

Financial Impact

The annual debt service to pay back the bond will be determined by the interest rate that is in effect at the time of issuance (expected to be in October 2002). Annual debt repayment is expected to be approximately \$18,500 per year (20 years).

Other Board Action

The Public Building Commission recommends the Town Council's consideration of the proposed bond ordinance.

Recommendations

MOVE, that the accompanying ordinance entitled "AN ORDINANCE APPROPRIATING \$235,000 FOR THE WINDSOR HIGH SCHOOL ROOF AND RELATED IMPROVEMENTS PROJECT, AND AUTHORIZING THE ISSUE OF \$235,000 BONDS AND NOTES TO FINANCE

THE APPROPRIATION”, having appeared as item 10 (a) on the agenda for September 3, 2002, be hereby adopted following a public hearing on the aforesaid ordinance”.

Attachment

Bond ordinance

AN ORDINANCE APPROPRIATING \$235,000 FOR THE ROOF REPLACEMENT AND RELATED WORK AT WINDSOR HIGH SCHOOL AND THE CONSTRUCTION OF HVAC SCREENING AND RELATED WORK AT THE HIGH SCHOOL, AND AUTHORIZING THE ISSUE OF \$235,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION

BE IT HEREBY ORDAINED,

Section 1. That the Town of Windsor appropriate TWO HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$235,000) for roof and related improvements at Windsor High School including re-roofing of the laboratory area, replacement of the line of windows immediately below the roof line, repair of wall areas damaged by leaking roof, screening of rooftop HVAC mechanicals, and related work and improvements. The appropriation may be spent for design, purchase and installation costs, related improvements, repairs or renovations, equipment, materials, engineering fees, administrative costs, printing, legal fees, net interest on borrowings and other financing costs, and other expenses related to the project. The Public Building Commission is authorized to determine the scope and particulars of the project.

Section 2. That the Town issue bonds or notes in an amount not to exceed TWO HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$235,000) to finance the appropriation for the project. The amount of bonds or notes authorized to be issued shall be reduced by the amount of grants received by the Town for the project. The bonds or notes shall be issued pursuant to Sections 7-369 and 10-289 of the General Statutes of Connecticut, Revision of 1958, as amended, and any other enabling acts. The bonds or notes shall be general obligations of the Town secured by the irrevocable pledge of the full faith and credit of the Town.

Section 3. That the Town issue and renew temporary notes from time to time in anticipation of the receipt of the proceeds from the sale of the bonds or notes for the project. The amount of the notes outstanding at any time shall not exceed TWO HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$235,000). The notes shall be issued pursuant to Section 7-378 of the General Statutes of Connecticut, Revision of 1958, as amended. The notes shall be general obligations of the Town and shall be secured by the irrevocable pledge of the full faith and credit of the Town. The Town shall comply with the provisions of Section 7-378a of the General Statutes if the notes do not mature within the time permitted by said Section 7-378.

Section 4. That the Town Manager and either the Treasurer or the Director of Finance of the Town shall sign any bonds or notes by their manual or facsimile signatures. The Director of Finance shall keep a record of the bonds and notes. The law firm of Day, Berry & Howard LLP is designated as bond counsel to approve the legality of the bonds or notes. The Town Manager and either the Treasurer or the Director of Finance are authorized to determine the amounts, dates, interest rates, maturities, redemption provisions, form and other details of the bonds or notes; to designate one or more banks or trust companies to be certifying bank, registrar, transfer agent and paying agent for the bonds or notes; to provide for the keeping of a record of the bonds or notes;

to designate a financial advisor to the Town in connection with the sale of the bonds or notes; to sell the bonds or notes at public or private sale; to deliver the bonds or notes; and to perform all other acts which are necessary or appropriate to issue the bonds or notes.

Section 5. That the Town hereby declares its official intent under Federal Income Tax Regulation Section 1.150-2 that project costs may be paid from temporary advances of available funds and that (except to the extent reimbursed from grant moneys) the Town reasonably expects to reimburse any such advances from the proceeds of borrowings in an aggregate principal amount not in excess of the amount of borrowing authorized above for the project. The Town Manager and either the Treasurer or the Director of Finance are authorized to amend such declaration of official intent as they deem necessary or advisable and to bind the Town pursuant to such representations and covenants as they deem necessary or advisable in order to maintain the continued exemption from federal income taxation of interest on the bonds or notes authorized by this resolution, if issued on a tax-exempt basis, including covenants to pay rebates of investment earnings to the United States in future years.

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


Section 7. That the Town Council, the Town Manager, the Treasurer, the Director of Finance, the Public Building Commission, the Board of Education and other proper officers of the Town are authorized to take all other action which is necessary or desirable to complete the project and to issue bonds, notes or other obligations or to obtain grants to finance the aforesaid appropriation.

Agenda Item Summary

Date: September 3, 2002

To: Honorable Mayor and Members of the Town Council

Prepared By: Charles Petrillo, Director of Health

Reviewed By: Leon Churchill, Town Manager 

Subject: Combustion Engineering Site Cleanup Update

Background

Representatives of the U.S. Army Corps of Engineers made a presentation at the August 5th Town Council meeting on the Formerly Utilized Sites Remedial Action Program (FUSRAP) at the Combustion Engineering (CE) campus on Day Hill Road. The Department of Energy began FUSRAP in 1974 to study sites formerly under the auspices of the government's Atomic Energy Commission and take appropriate cleanup action. When a site is thought to be contaminated, old records are reviewed and the site is surveyed. If contamination is found that is connected to AEC activities, cleanup is authorized under FUSRAP. The Town Council inquired as to the overall cleanup progress at the site that is the responsibility of CE.

Discussion/Analysis

The goal of the remediation by CE at the Windsor site is to clean up the site to protect human health and the environment by meeting all applicable Federal, State and local clean-up requirements and return the entire site to productive beneficial reuse.

CE's work includes remediation of chemical contamination onsite. The investigation is complete and 27 areas of concern were identified, and 10 of them required no chemical cleanup. The other areas are in various stages of cleanup. This work is expected to be completed in 2005. CE is also remediating Low Enriched Uranium material remaining onsite from the production of commercial nuclear fuel. Three buildings are 75% complete and they will be torn down after the U.S. Nuclear Regulatory Commission and the Connecticut Department of Environmental Protection certifies them clean (expected by November 2002). CE will also excavate underground utilities in 2003.

The remaining areas are under the control of the U.S. Army Corp of Engineers as part of FUSRAP. This effort includes the decontamination and demolition of one building, removal of contaminated pipeline, debris, soil, and restoration of an on-site brook. The USACE is preparing a Remedial Investigation/Feasibility Study report, which will outline all the specifics for the cleanup process. A Record of Decision from the USACE is expected by April 2003. CE and the USACE are currently undergoing discussions about the FUSRAP process. Conflicts to date have centered on control and timeliness of the remediation activities. The second attachment outlines these areas of conflict.

Financial Impact

No direct financial impact, but excessive delays for cleanup presents opportunity costs in the form of potential grand list growth on the 600 acre CE campus.

Other Board Action

None.

Recommendations

It is recommended that the Town continue to monitor the cleanup process; help deflate conflicts between any of stakeholders in collaboration with Representative John Larson's Office; facilitate the dissemination of information to the general public; and participate in the planning process for redevelopment.

Attachments

Remediation Progress Update (8/26/02)

Discussions Between CE and USACE (FUSRAP Program)

REMEDIATION PROGRESS UPDATE

(8/26/02)

COMBUSTION ENGINEERING SITE 2000 DAY HILL ROAD

The goal of the remediation at the Windsor site is to clean up the site to protect human health and the environment by meeting all applicable Federal, State and local clean-up requirements and return the entire site to productive beneficial reuse.

There are three clean-up programs occurring on-site:

1. VOLUNTARY CORRECTIVE ACTION (RCRA VCA) - CHEMICAL

Started: 1997
Completion Target Date: 2005 (except long-term groundwater treatment and monitoring)
Regulatory Agency(s): USEPA, CTDEP

Actions: The purpose of this program is to remediate chemical contamination on-site. To date, the investigation for this program is complete. Twenty-seven geographical areas of concern (AOCs) were identified (an AOC is an area where a spill or release of chemicals is known or suspected). Of these 27 AOCs, 10 required no chemical clean up because no chemical contamination was present. Five AOCs have been remediated or will be remediated before the end of this year. Four AOCs have been partially remediated and will be completed in the near future. In addition, the USEPA has certified that CE has achieved both soil contact and off-site migration *stabilization* (i.e., no on-site contaminated soils are accessible to the public and no contaminants, including contaminated groundwater, are migrating off-site). The remainder of the work, other than long-term groundwater treatment and monitoring, will be completed in 2004. Reports, paper work and final regulatory agency approvals should be completed in 2005.

2. COMMERCIAL DECOMMISSIONING AND DISMANTLEMENT (COMMERCIAL D&D) - RADIOLOGICAL

Started: 2001
Completion Target Date: August 2004
Regulatory Agency(s): NRC, CTDEP

Actions: The purpose of this program is to remediate Low Enriched Uranium (LEU) material remaining on-site from the production of commercial nuclear fuel. This program includes decontaminating and demolishing three building complexes and the soil and subsurface utilities in the vicinity of these complexes. To date, internal decontamination of the building complexes is approximately 75% complete. After the NRC and CTDEP release the buildings as "clean," dismantlement is expected to begin in November 2002. Excavation of underground utilities should begin in early spring of

2003. The goal of the work is to remediate these areas to a condition such that they are eligible for unrestricted release and reuse.

3. FORMERLY UTILIZED SITES REMEDIAL ACTION PROGRAM (FUSRAP)
- RADIOLOGICAL

Started: 1994
Completion Target Date: Uncertain
Regulatory Agency(s): USACE, CTDEP

The purpose of this program is to remediate government-owned High Enriched Uranium (HEU) remaining on-site from Navy nuclear fuel production activities. It includes decontamination and demolition of one building, removal of several thousand feet of contaminated pipeline; removal of buried contaminated debris, remediation of contaminated soil and remediation and restoration of an on-site brook. To date, all the areas currently designated by the USACE as containing FUSRAP material have been characterized by a series of USACE and CE investigations. CE is currently investigating a few remaining areas where the presence of FUSRAP material is suspected. The USACE is currently preparing a Remedial Investigation/Feasibility Study report (RI/FS) for the site. CE has participated, and will continue to participate, in the RI/FS process. No firm schedule for the start of physical, on-site FUSRAP remedial activities has been set; however, Corps' representatives have stated that a Record of Decision (ROD) that identifies the remedy for the site will be issued by April 2003.

DISCUSSIONS BETWEEN CE AND THE USACE (FUSRAP PROGRAM)

Both CE and the USACE are committed to remediating FUSRAP material at the CE Windsor site in a manner that protects both human health and the environment and meets all applicable environmental, health and safety requirements. For the past several years, CE and the USACE have cooperated extensively on many technical issues including determining proper clean-up levels; agreement on sampling and analytical requirements; and sharing of investigation data.

Current issues that are the subject of ongoing or pending discussions between CE and the USACE include:

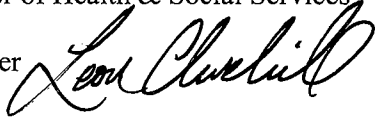
- The timing of the schedule for completion of various aspects of the FUSRAP material cleanup, as well as the overall timeliness of the completion of the FUSRAP material cleanup;
- Actual and/or potential delays associated with various aspects of the project schedule (e.g., delivery of draft RI, issuance of the ROD);
- Development of oversight and review roles/requirements/procedures/timing between CE and the USACE to address CE work on the site relating to FUSRAP material cleanup (in order to avoid unacceptable and unreasonable delays in the cleanup of the site);
- The allocation of responsibility for site remedial costs between CE and the federal government;
- The manner and process by which CE may be allowed to assume responsibility for performing remaining activities associated with the cleanup of FUSRAP material on site; and
- The manner and timing for funding FUSRAP material cleanup at the site to ensure that the site is cleaned up in the most time and cost effective manner that is still consistent with all applicable environmental, health and safety requirements.

Agenda Item Summary

Date: September 3, 2002

To: Honorable Mayor and Members of the Town Council

Prepared By: Charles J. Petrillo, Jr., Director of Health & Social Services

Reviewed By: Leon Churchill, Town Manager 

Subject: Price Guide Amendments -- CPR & First Aid Classes

Background

The Windsor Health Department has been conducting Red Cross CPR and First Aid classes for the residents of Windsor since 1978. The present fees for these classes were set on September 17, 1990. In the intervening twelve years, the American Red Cross has revised its classes and increased the administrative fees charged for those classes.

Discussion/Analysis

Three members of the Windsor Health Department are instructors certified to teach Red Cross courses in Cardiopulmonary Resuscitation (CPR), First Aid, Automated External Defibrillator (AED), and Sports Safety Training. Each year as a direct result of the classes conducted by the Health Department, over 100 Windsor residents become certified by the Red Cross in one or more of these courses.

The Red Cross charges the Health Department to register the classes, for materials used in the course, and for its certification. The last change in the price guide for CPR training was made in September of 1990. Since that time, the Red Cross has made major changes in the courses that it offers and in the price that it charges for those taking the classes. The changes presented here propose to bring our class offerings in line with the courses offered by the Red Cross. The proposed fees reflect costs for the Red Cross administration and necessary class supplies for attendees.

Financial Impact

There will be no financial impact on the Town as a result of increasing the fees for CPR classes.

Other Board Action

None.

Recommendations

If the Council is in agreement, to amend the Official Town Price Guide, the following Resolution is suggested:

“RESOLVED BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF WINDSOR TO SET THE FEE SCHEDULE FOR CPR AND FIRST AID CLASSES AS OUTLINED IN THE ATTACHED TABLE.”

Attachments

Table of CPR First Aid Price Guide changes dated September 3, 2002.

WINDSOR HEALTH DEPARTMENT

CPR FIRST AID FEES

September 3, 2002

	<u>ACCOUNT</u>	<u>AUTHORITY</u>	<u>EXISTING FEE</u>	<u>PROPOSED FEE</u>
<u>Work Place Training</u>				
Adult CPR	03-332	Resolution	\$ 18.00	\$ 25.00
Child CPR	03-332	Resolution	\$ 18.00	\$ 25.00
Infant CPR	03-332	Resolution	\$ 18.00	\$ 25.00
Community CPR	03-332	Resolution	\$ 25.00	Eliminate
Community First Aid & Safety	03-332	Resolution	\$ 30.00	Eliminate
Basic First Aid	03-332	Resolution	New	\$ 25.00
Standard First Aid (Adult CPR & F.A.)	03-332	Resolution	New	\$ 28.00
Standard First Aid (First Aid, Adult CPR & AED)	03-332	Resolution	New	\$ 32.00
Sports Safety Training (First Aid, Adult &/or Child CPR/2 books).	03-332	Resolution	New	\$ 36.00

Adult CPR Child CPR	Infant CPR AED	First Aid
--------------------------------	---------------------------	------------------

Any combination of <u>Two</u> of the above	03-332	Resolution	New	\$ 28.00
Any combination of <u>Three</u> of the above	03-332	Resolution	New	\$ 32.00
Any combination of <u>Four</u> of the above	03-332	Resolution	New	\$ 36.00

NOTE: If a participant has Red Cross class materials with the current ECC Guidelines, Subtract \$10.00 from the cost of the class

CPR and First Aid Challenges


First Aid alone	03-332	Resolution	\$ 5.00	\$ 10.00
CPR (any 1 of infant, child, adult)	03-332	Resolution	\$ 10.00	\$ 12.00
CPR and/or First Aid (any 2 of infant, child, adult)	03-332	Resolution	\$ 12.00	\$ 14.00
CPR and/or First Aid (any 3 or 4 of infant, child, adult)	03-332	Resolution	New	\$ 16.00
Professional Rescuer	03-332	Resolution	New	\$ 16.00
Community CPR	03-332	Resolution	\$ 15.00	Eliminate

Agenda Item Summary

Date: September 3, 2002

To: Honorable Mayor and Members of the Town Council

Prepared by: Leanne Costello, Librarian

Reviewed by: Leon Churchill, Town Manager 

Subject: Connecticut State Library/Town of Windsor Grant
#164P-AT-03 Adaptive Technology

Background

The Connecticut State Library Board recently voted to approve an LSTA Adaptive Technology Grant in the amount of \$3,600 for the Windsor Public Library. The grant will allow the library to purchase equipment and software that will make library services and materials more accessible to people with disabilities.

Discussion/Analysis

Adaptive technology equipment makes library services and materials more accessible to people with disabilities. The grant funding will be used to provide a low vision reading center for library patrons. Grant funds will pay for an Optelec magnifier-reader, ZoomText software, computer hardware to access the ZoomText software, and a wheelchair accessible desk.

Financial Impact

The town will provide a local cash match of 25% of the grant, or \$900. Both the Windsor Library Association and the Windsor Lion's Club have agreed to donate the money necessary for this cash match.

Other Board Action

None.

Recommendation

If the Town Council is in agreement, to adopt the following resolution mandated by the State of Connecticut which is:

“Resolved, that R. Leon Churchill, Jr., Town Manager is authorized to execute and deliver in the name and on behalf of this organization a certain contract with the Connecticut State Library, State of Connecticut, for a grant to purchase Adaptive Technology equipment.”

Certified Resolution

I, Kathleen Quin, Town Clerk of the Town of Windsor **DO HEREBY** certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Town Council of the Town of Windsor duly held and convened on September 3, 2002 at which a constituted quorum of the Council was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is at present in full force and effect.

RESOLVED, that R. Leon Churchill, Jr. Town Manager is authorized to execute and deliver in the name and on behalf of this organization a certain contract with the Connecticut State Library, State of Connecticut, for a grant to conduct an Adaptive Technology Program.

IN WITNESS THEREOF, the undersigned has affixed his/her signature and the corporate seal of the organization this _____ of _____.

Kathleen Quin
Town Clerk

STATE OF CONNECTICUT
CONNECTICUT STATE LIBRARY
APPLICATION FOR PAYMENT OF FEDERAL GRANT
Under the Library Services and Technology Act

The Town of Windsor hereby requests a grant of funds to be expended for the below named project and under the conditions set forth in the Federal Regulations and appropriate local procedures governing the administration of the LSTA program in Connecticut. Acting as the duly authorized agent for the above, I hereby certify that the information given below is, to the best of my knowledge, correct and in compliance with the above state provisions. Upon approval of this application, I further certify that the recipient of the funds will comply with the requirements of the attached contract for a Federal Library Services and Technology Act Grant.

Signed _____
Authorized Official

A. Funding Category	Adaptive Technology
B. Grant Number	164P-AT-03
C. Contract Period	From <u>10/1/02</u> to <u>9/30/03</u>
D. Name and Address of Agency to which check is to be paid	Windsor Public Library 323 Broad Street Windsor, Ct 06095
E. Type of Library	Municipal <input checked="" type="checkbox"/> Association <input type="checkbox"/>
F. Federal Employer I.D. Number (Association libraries only)	

G. Grant Award \$3600.00

I certify that this organization meets the established criteria for this grant.

Signed _____
State Librarian

FOR CONNECTICUT STATE LIBRARY ONLY APPROPRIATION AND EXPENDITURE

List No. _____

Expenditure authorized and properly chargeable to appropriation indicated.

LINE	AGENCY	FUND	SID	CHAR. & OBJ.	FUNCT.	ACT.	INVOICE AMT.
62	7104	0000	976	05-330	3	304	\$

State Library Approval _____ Date _____
7/00

CONNECTICUT STATE LIBRARY
Hartford, Connecticut 06106

FEDERAL LIBRARY SERVICES AND TECHNOLOGY ACT
GRANT CONTRACT

Whereas, P.L. 104-208 (Library Services and Technology Act) provides funds to stimulate excellence and promote access to learning and information resources in libraries for individuals of all ages, to promote library services that provide users access to information through electronic networks, to provide linkages among and between libraries, and to promote targeted library services to people of diverse geographic, cultural, socioeconomic backgrounds, and capabilities,

THEREFORE, the Connecticut State Library Board acting hereunder through the Connecticut State Library, under the provisions of P.L. 104-208 and the TOWN OF WINDSOR (Town, City, Association, Corporation) acting herein through R. LEON CHURCHILL (name) its TOWN MANAGER (Mayor, First Selectman, Chairman, President, Director) duly authorized herewith called contractor, do agree as follows:

1. Said contractor, the legal authority to apply for and receive the grant, has determined that there is a need for extension or improvement in the service of the library or libraries under its jurisdiction.
2. The State Library concurs in the findings of the contractor.
3. This grant between the contractor and State Library begins on 10/1/02, and will terminate on 9/30/03. Expenditures incurred by the contractor before the effective date of the grant contract may not be charged against the grant. Expenditures incurred after the scheduled expiration date of the grant contract may be made only to honor funds obligated or encumbered before the expiration date of the grant contract. All obligations must be liquidated within 90 days of the end of the contract period. If a contractor makes application at least 30 days before the end of the contract period, the State Library may grant a two month extension of the project without additional funding. Determinations will be made on a case by case basis.

After 9/30/03, unobligated funds or disallowed expenditures will be returned to the State Library by 10/30/03 as will any accrued interest from these grant funds.

4. The contractor is responsible for the administration and/or supervision of all grant activities. The project director is responsible for the conduct of the specific work and is expected to provide technical leadership to the project whether or not any salary is provided from grant funds. The contractor and the project director may or may not be the same person.
5. The contractor may execute budget reallocation between categories (personnel, materials, equipment, contractual, etc.) when such reallocation does not exceed 10 percent of the total grant, but reallocations exceeding 10 percent must be approved by the State Library. Written request must be submitted to the Grants and Contracts Manager prior to the reallocation. The State Library must also approve amendments to the grant's purpose and/or methodology.
6. Payment to the contractor under this contract is subject to availability of federal funds. Payment will be made on 10/1/02 or upon approval of this contract whichever is later. The amount awarded must be recorded on the Application for Payment of Federal Grant.
7. The contractor shall maintain separate accounting for each LSTA grant and all supporting data to verify the proper expenditure of funds in accordance with the approved grant budget.
8. The Midpoint Evaluation and midpoint Expenditure Report must be submitted by 4/15/03.
9. The Final Evaluation and final Expenditure Report must be received within 30 days following the end of the contract period (by 10/30/03).
10. The contractor agrees to comply with Conn. Gen. Stat. Sec. 4-230 et. seq. (The State Single Audit Act) and Regulations promulgated thereunder.

11. Failure to supply any of the required documentation will exclude the contractor from receiving any further grant monies until all required documentation has been received by the State Library. All records pertaining to the project shall be retained by the grantee for a period of five years after receipt of final payment from the state.
12. The contractor agrees that it will refund any amounts found to be owing to the State as a result of an error or the discovery of any fraud, collusion, or illegal actions and shall make such refunds within 30 days from notice in writing by the State. In the case of any failure to make such refunds, the contractor agrees that the State may deduct such amount from any current or future sums owing to said contractor on the part of the State from any source or for any purpose whatsoever.
13. The contractor owns all equipment and materials that are purchased by this grant. If the contractor is purchasing equipment for other libraries, the equipment is owned by the libraries. All equipment purchased must be identified on inventory as purchased with the Library Services and Technology Act funds. All large or moveable equipment must be marked "Funded by LSTA" in any visible place.
14. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a party hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.
 - a. For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. subsection 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of this Section, "Commission" means the Commission on Human Rights and Opportunities.

For purposes of this Section, "Public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

- b. (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action - equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and Conn. Gen. Stat. subsections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. subsections 46a-56, as amended by Section 5 of P.A. 89-253, 46a-68e and 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- c. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e. The Contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. subsection 46a-56, provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- f. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

- g. The Contractor agrees to follow the provisions: The contractor agrees and warrants that in the performance of the agreement such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the general statutes; the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and Section 46a-56 of the general statutes.
- h. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the general statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
15. The contractor agrees that while performing services specified in this agreement he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of services.
16. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
17. All programs and activities receiving or benefiting from federal financial assistance must comply with the requirements of the Americans with Disabilities Act of 1990. All programs and activities must be available to disabled people in a non-discriminating way, including the removal of architectural barriers that limit access to services.
18. The contractor agrees not to discriminate on the basis of race, religion, age, gender, national origin, or handicapping condition in providing space for public meetings.
19. Performance of the provisions of this agreement is subject to the conditions and availability of funds under the Library Services and Technology Act. Subgrantees must abide by the provisions of the Act and such instructions as may be issued by the U.S. Institute of Museum and Library Services. Grantees will also comply with federal cash management requirements, including expending grant funds on the grant project within three days of actual receipt of grant funds.
20. The State reserves the right to terminate this contract upon 30 days notice in writing to the contractor if the applicant fails to comply with this agreement or time schedules to the satisfaction of the State. In the case of any such termination, the State will be responsible for no further payments to the contractor and may proceed to recover any payments already made by any available means whatsoever, including the withholding of grants or funds otherwise due to the contractor from the State.

21. The contractor agrees that, when issuing statements, press releases, requests for proposals, bid solicitations, contract awards under the grant, and other documents or announcements describing this project, the contractor shall state clearly:
- the dollar amount of LSTA funds (administered by the State Library) received for the project;
 - the percentage of the total cost of the project that will be financed with LSTA funds;
 - the percentage and dollar amount of the total cost of the project that will be financed by non-federal sources.
22. This contract is subject to the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 and, as such, the contract may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree that the said Executive Order No. Sixteen is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order.
23. Both parties to the agreement acknowledge that all payments under this contract will not exceed three thousand six hundred dollars (\$3,600.00.)

10/1/02 to 9/30/03
Contract Period

164P-AT-03
Grant Number

TOWN OF WINDSOR
Grantee Organization

Adaptive Technology
Funding Category

Signature

Date

R. LEON CHURCHILL
Name (to be typed)

TOWN MANAGER
Title

Connecticut State Library Board

Kendall F. Wiggin, State Librarian

Date

Revised 7/00

Windsor Public Library

Agenda Item Summary

Date: September 3, 2002
To: Honorable Mayor and Members of the Town Council
Prepared by: Laura Kahkonen, Library Director
Reviewed by: Leon Churchill, Town Manager
Subject: Library Renovation/Expansion



Background

In October 2001, the Town Council directed the Public Building Commission to secure professional services to complete a schematic design for the Windsor Library main branch renovation. The schematic design was to include to the extent possible the criteria itemized by library staff in a July 2001 memo and be targeted at a cost of \$2.5 million. Items that could not be accommodated within \$2.5 million were to have their cost documented.

Discussion/Analysis

The renovation of the Main Library can be achieved in one or three phases. Their merits are discussed below and would entail the following work:

In Phase I, the adult and children's areas would be reversed and the meeting room would be moved from the lower to the main level. New square footage in Phase I consists of a two story 3,300 square foot addition on the Broad Street side of the building and the renovations of major systems within the building.

Phase II would construct a 900 square foot roof over the courtyard which will increase the square footage to the bottom floor by 2,960 square feet by reclaiming space from the courtyard and the interior hallways surrounding the courtyard. Exterior space between the courtyard and Batchelder Road would also be enclosed.

Phase III would increase the size of the Children's area by adding 2,600 square feet which would be used for a meeting room and rest rooms on the east side of the building. Area under the current adult area will be excavated which will add 2,550 square feet.

The total square foot increase for all three phases is 11,410 square feet.

A project funded with one financing would take approximately 18 months. It would eliminate the need to construct the meeting room twice (once in Phase I within the present building footprint and again in Phase III when the building footprint is increased by 2,600 square feet) and would allow for expansion of the children's department in a more timely manner.

Financial Impact

The chart below shows the cost for the Library renovation in today's and future dollars if funded in three phases.

	<u>Current Dollars</u>	<u>Phased In</u>	<u>@6% per annum</u>
Architect/Engineering	\$ 210,782	FY04	\$ 210,782
Phase I:	\$2,246,173	FY05	\$2,523,800
Phase II:	\$1,407,429	FY06	\$1,676,270
Phase III:	\$1,655,645	FY07	\$2,090,214
Total:	\$5,520,029		\$6,501,066

As an alternative, attached is a table and graph describing the financial impact of renovating the Windsor Main Library with one financing in FY 2005. The estimated cost for this work is \$5,089,819 in today's dollars. This figure includes an allocation for contingency costs.

The first attachment is a table showing the *Comparison of Debt Repayment with and without the Expanded Library Project*. Column (c) shows the impact of debt financing the entire \$5,950,000 at one time. This figure also includes construction design work estimated at \$210,000. The debt service schedule reflects a declining structure with the bulk of interest payment at the front end. Column (d) shows the financial impact in terms of the town's mill rate that is currently 32.6. The library project has the equivalent mill rate of .193 (almost 2/10) of a mill and declining thereafter. The Town also has the option to increase the appropriation currently planned in the Capital Improvements Program and achieving the same financial impact by deferring other projects.

Maintaining the current financial impact can be achieved by deferring all projects for one year beginning in FY 2005. This action would be necessary to equal the additional \$3.5 million for the Library. The resulting debt service is shown in Column (e). The debt service in (e) is less than shown in (c) so there may be opportunities to not defer some projects. Maintaining the current financial impact can also be achieved through savings in the town's Operating Budget. The second attachment shows the impact of financing the entire Library at once in graphic terms.

Other Board Action

The Town Improvements Committee recommends the motion below as voted upon at their August 26, 2002 meeting. The Public Building Commission presented the attached plans to the Town Council on June 17, 2002.

Recommendations

MOVE that the library renovation plan as presented by the Public Building Commission be integrated into the town's Capital Improvement Program as a one-phase project.

Attachments

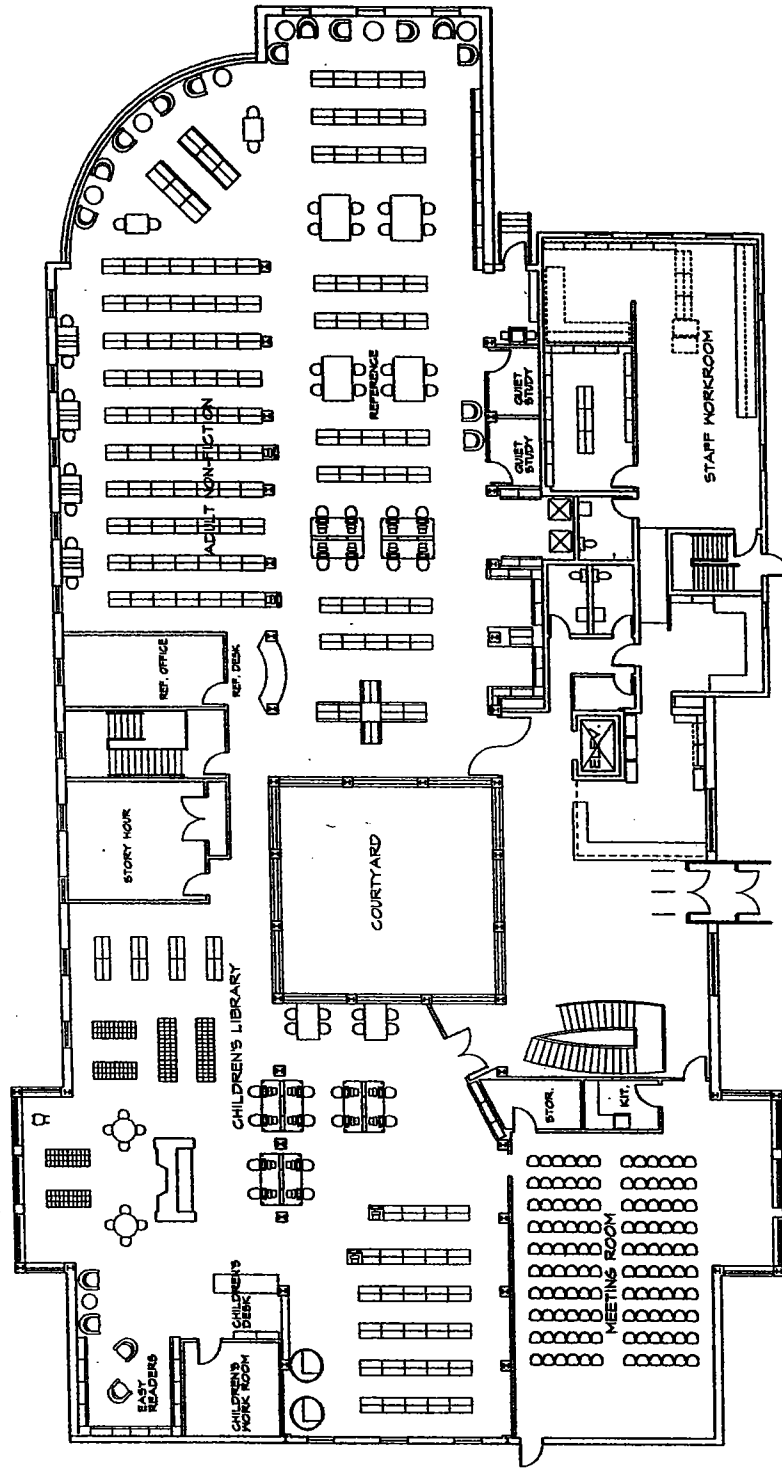
Main Level Phase One Floor Plan
 Lower Level Phase One Floor Plan
 Lower Level Phase Two Floor Plan
 Main Level Phase Three Floor Plan
 Lower Level Phase Three Floor Plan
 Lower Level Phase Three Floor Plan Plus Excavate Basement
 Proposed Elevations
 Expansion Study

Budget Summary

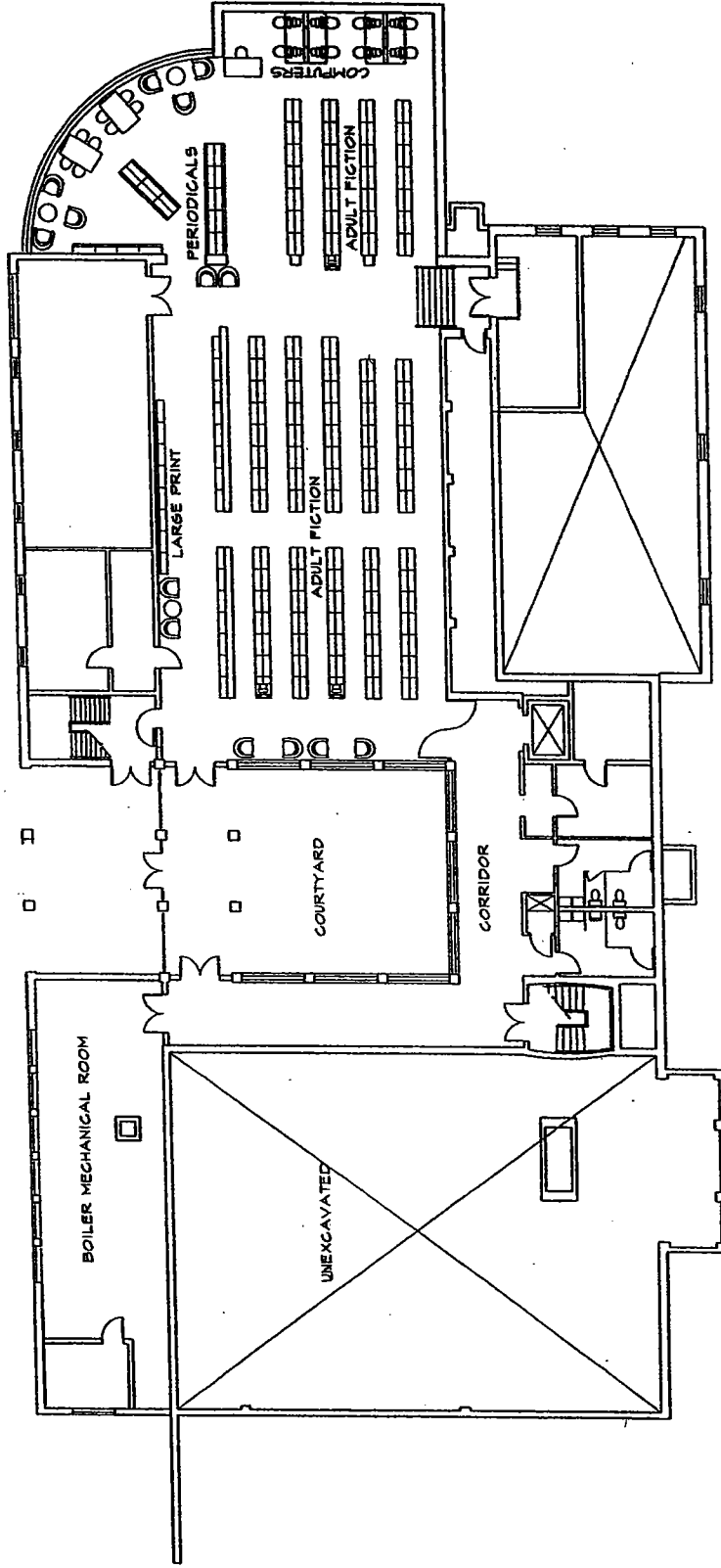
Library Renovation/Expansion Needs

Comparison of Debt Repayment with and without Expanded Library Project Chart

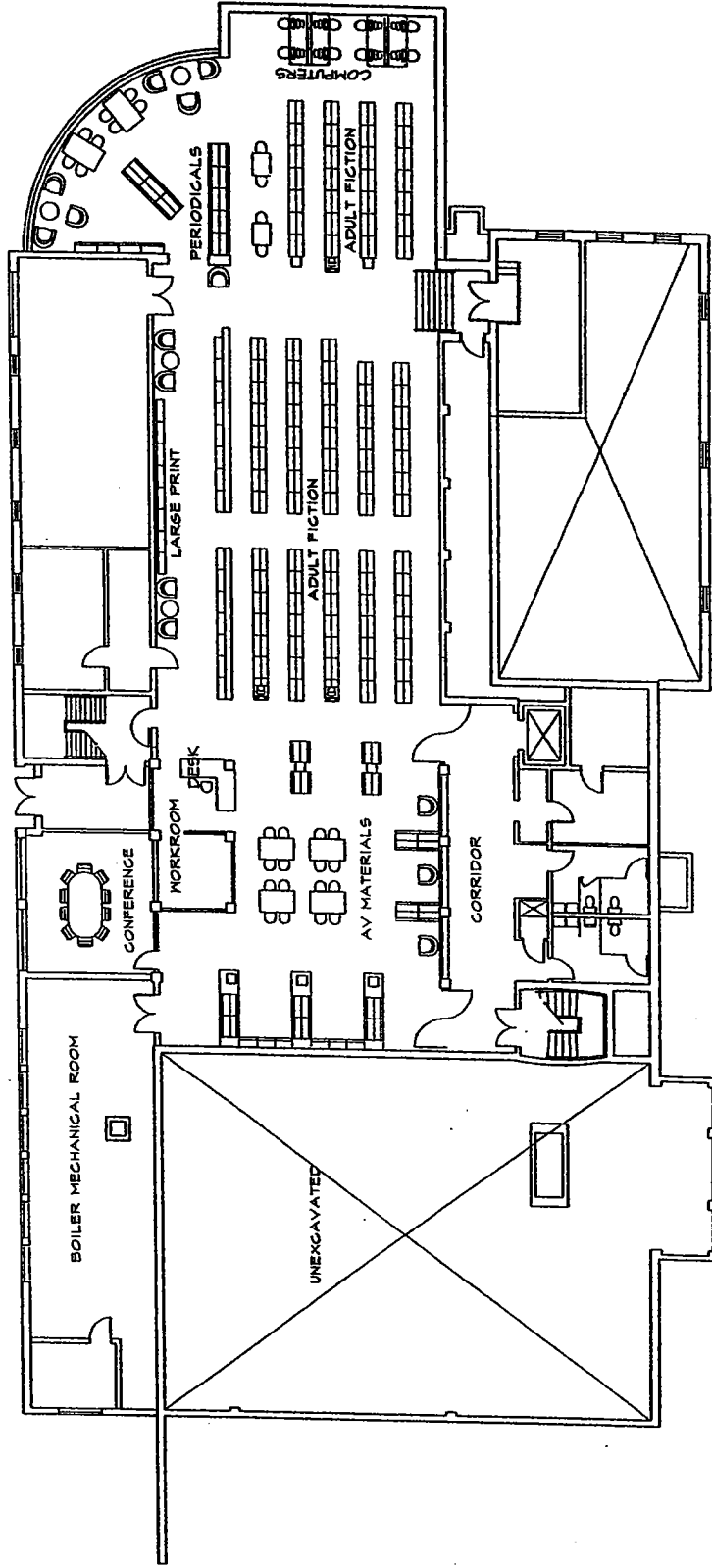
Comparison of Debt Repayment with and without Expanded Library Project Graph



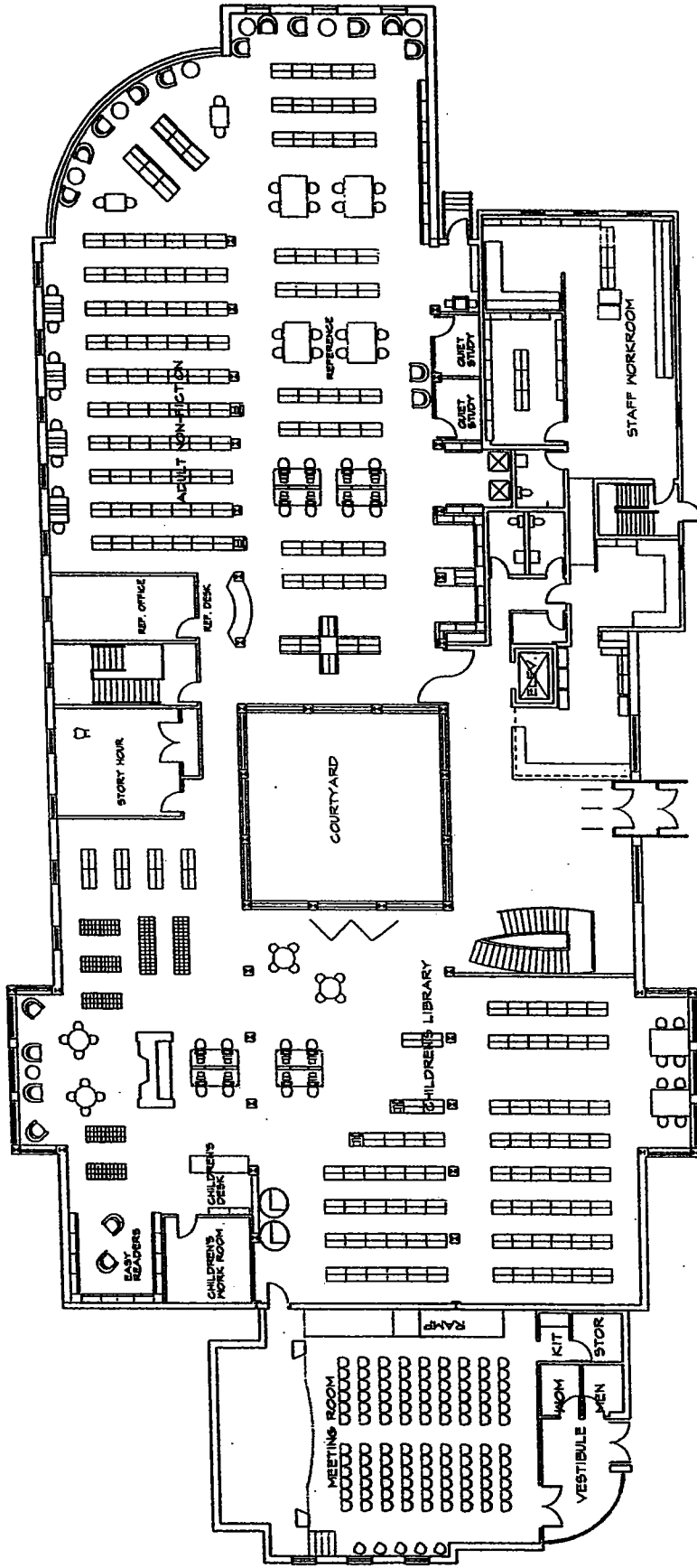
MAIN LEVEL
 PHASE ONE FLOOR PLAN
 PHASE TWO NO CHANGE



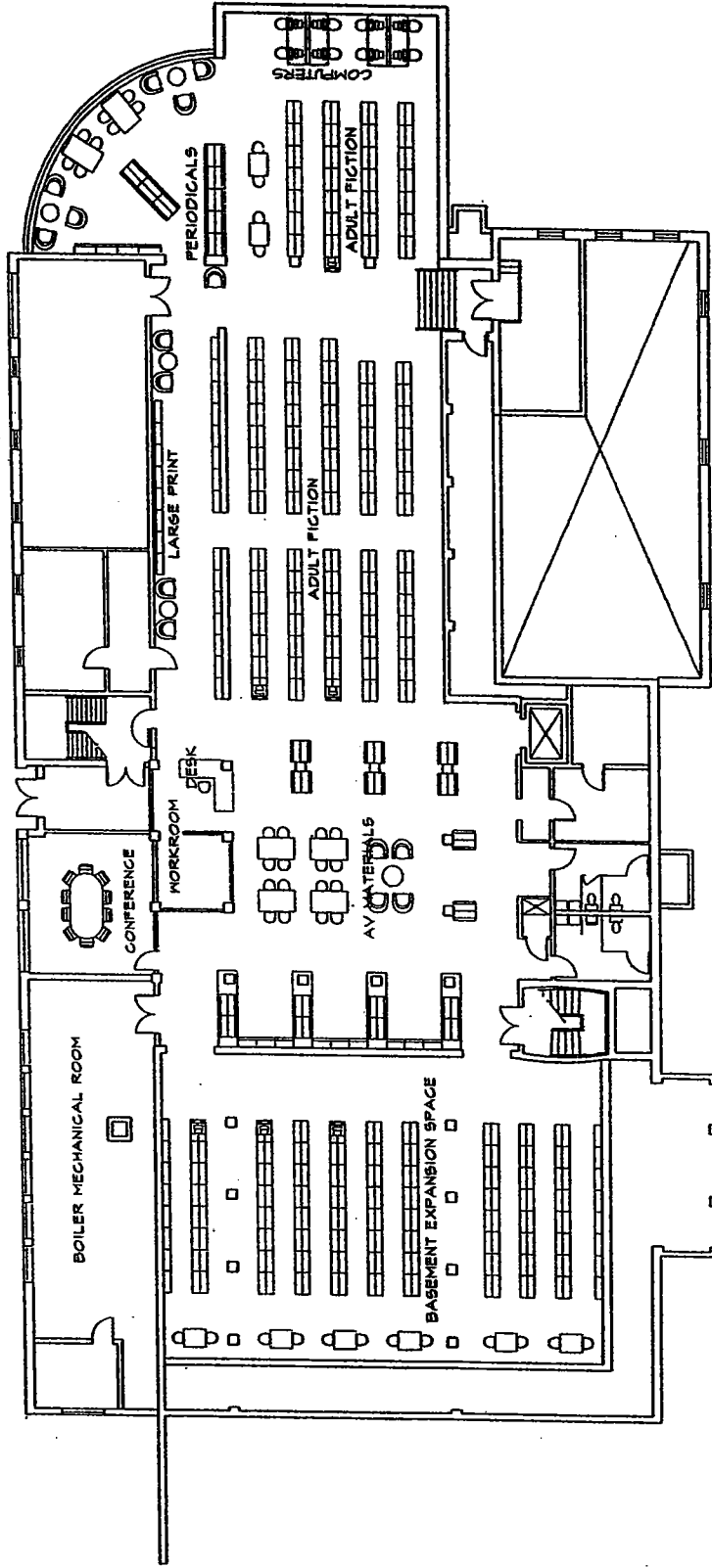
LOWER LEVEL
PHASE ONE FLOOR PLAN



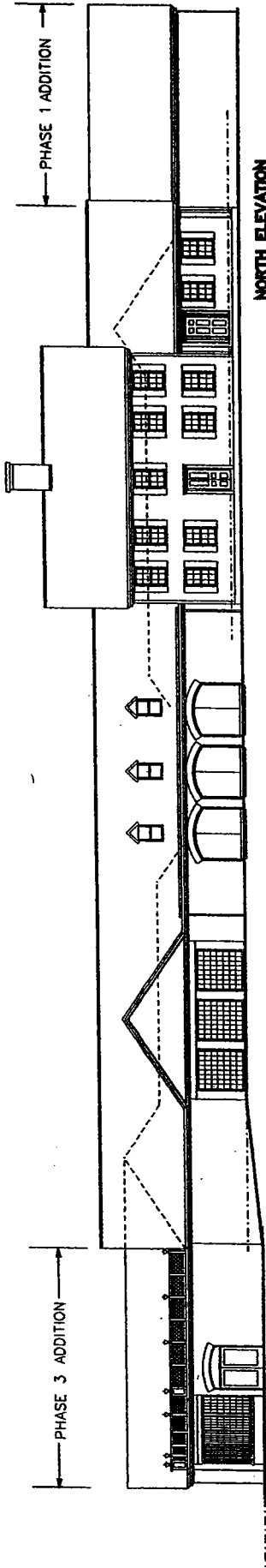
LOWER LEVEL
PHASE TWO FLOOR PLAN



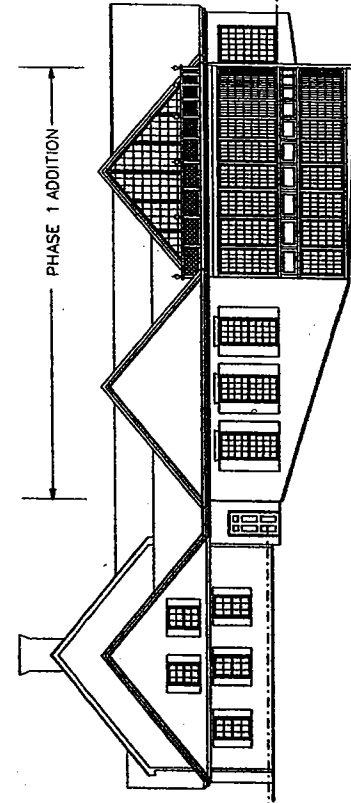
MAIN LEVEL
PHASE THREE FLOOR PLAN



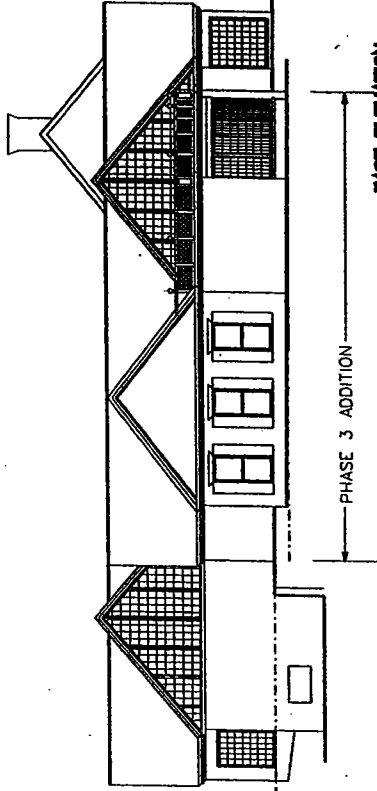
LOWER LEVEL
 PHASE THREE FLOOR PLAN
 PLUS EXCAVATE BASEMENT



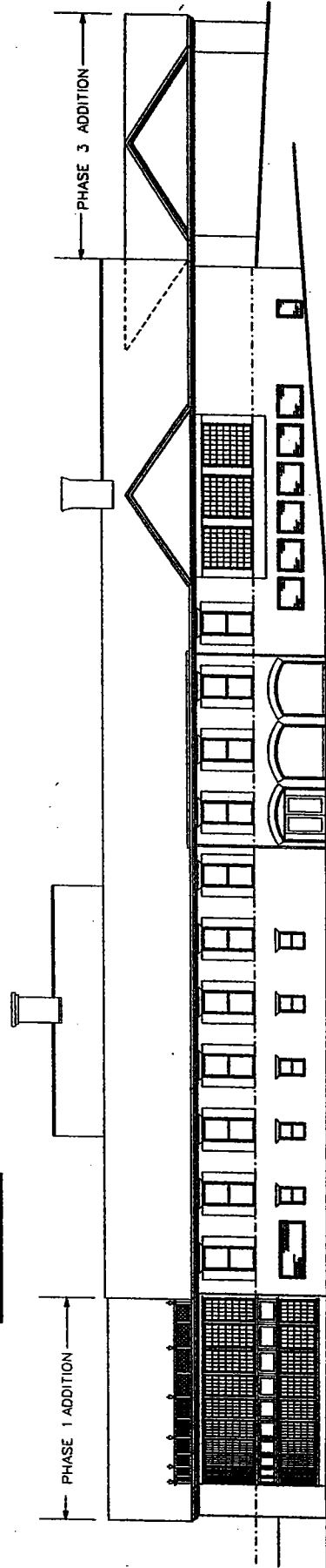
NORTH ELEVATION



WEST ELEVATION



EAST ELEVATION



SOUTH ELEVATION

▪ Budget Summary

With Fees 13%, Contingency 10%

Fiscal 2004	\$ 210,782.
Phase 1	\$2,466,958.
Phase 2	\$1,627,963.
Phase 3a	\$1,182,076.
Phase 3b	<u>\$ 850,961.</u>
TOTAL	\$6,338,742.

▪ Floor Area Summary

	New Area	Total Area
Existing		23,000 SF
Phase 1	3,300 SF	26,300 SF
Phase 2	2,960 SF	<u>29,260 SF</u>
Phase 3	<u>5,150 SF</u>	34,410 SF
TOTAL	11,410 SF	

Total Area / Budget \$184/SF

▪ Budget if completed as one phase:

Construction Cost	\$3,731,061.
Miscellaneous Expenses	<u>\$1,626,644.</u>

Total (no escalation)	\$5,357,705.
Potential Savings	<u>-\$ 267,885.</u>

TOTAL \$5,089,819. *(if we began right now)*

Total Area / Budget \$148/SF

Library Renovation/Expansion Needs			
	Phase I	Phase II	Phase III
1) Ensure integrity of the building			
a) Replace mechanical/electrical systems:			
Heating/Ventilation/Air Conditioning	X		
New electric service	X		
Provide for voice and data wiring	X	X	X
Update fire alarm system	X		
Install new toilet exhaust systems	X		
Elevator replacement (single hydraulic cylinder needs to be replaced with a double PVC lined cylinder)	X		
Install adequate and energy efficient lighting			X
Replace building security alarm system		X	
b) Install two new systems to protect building & contents (do not currently have either system):			
Install sprinkler system	X		
Install theft detection system (protects individual library materials from theft)		X	
c) Renovate interiors/exteriors;eliminate longstanding problems			
Replace all carpeting	X		
Complete interior and exterior painting	done as regular maintenance		
Eliminate termites nesting under concrete slab			X
Remove asbestos/hazardous material	X		
2) Accommodate library user needs for twenty years			
\$500,000 LSTA Construction Grant funding gives first priority to projects that meet community needs for 20 years.			
a) Provide space for growth of library collection			X
Stack space to accommodate 140,000 items in a variety of formats assumes that collection will grow at a slower rate than it is now.			
b) Provide individual and small group study space			X
Recommended standard is 5 seats/1,000 population (140)			
c) Provide access to electronic information			X
Space for 42 stand up and sit down public workstations			
d) Provide children's and adult program space	X		
Maintain current square footage of meeting rooms for the 350+ annual library-sponsored programs.			
This space will double as community meeting space as it does now.			
e) Improve staff workspace		X	

Comparison of Debt Repayment with and without Expanded Library Project

	(a)	(b)	(c)	(d)	(e)
Fiscal Year	Projected CIP Debt Service w/pre-existing CIP Library Expansion Plans	Total Projected Debt Service w/Full Lib Expansion	Impact of Adding Larger Library @ Today's Rates	Annual Mill Rate Increase Needed to Support Increased Debt Service	Projected Debt Service with Full Library & Other Projects Deferred
2002	4,489,367	4,489,367	-		4,489,367
2003	4,196,312	4,196,312	-		4,196,312
2004	5,606,477	5,606,477	-		5,606,477
2005	5,688,320	5,688,320	-		5,688,320
2006	5,663,721	6,004,551	340,830	0.193	5,871,153
2007	6,160,456	6,492,359	331,904	0.188	6,131,608
2008	6,406,197	6,729,174	322,977	0.182	6,377,962
2009	6,459,754	6,773,805	314,051	0.177	6,432,133
2010	6,834,226	7,139,350	305,124	0.172	6,807,218
2011	6,632,204	6,928,402	296,198	0.167	6,605,810
2012	6,181,805	6,469,076	287,271	0.162	6,156,024
2013	5,562,527	5,840,871	278,345	0.157	5,537,358
2014	5,022,787	5,292,205	269,418	0.152	4,998,232
2015	4,647,884	4,908,375	260,492	0.147	4,623,942
2016	4,505,017	4,756,582	251,565	0.142	4,481,688
2017	4,063,296	4,305,935	242,639	0.137	4,040,581
2018	3,912,211	4,145,923	233,712	0.132	3,890,109
2019	3,659,732	3,884,518	224,786	0.127	3,638,244
2020	3,512,137	3,727,996	215,859	0.122	3,491,261
2021	2,588,988	2,795,920	206,933	0.117	2,568,725
2022	2,101,936	2,299,942	198,006	0.112	2,082,287
2023	2,014,630	2,203,709	189,080	0.107	1,995,594

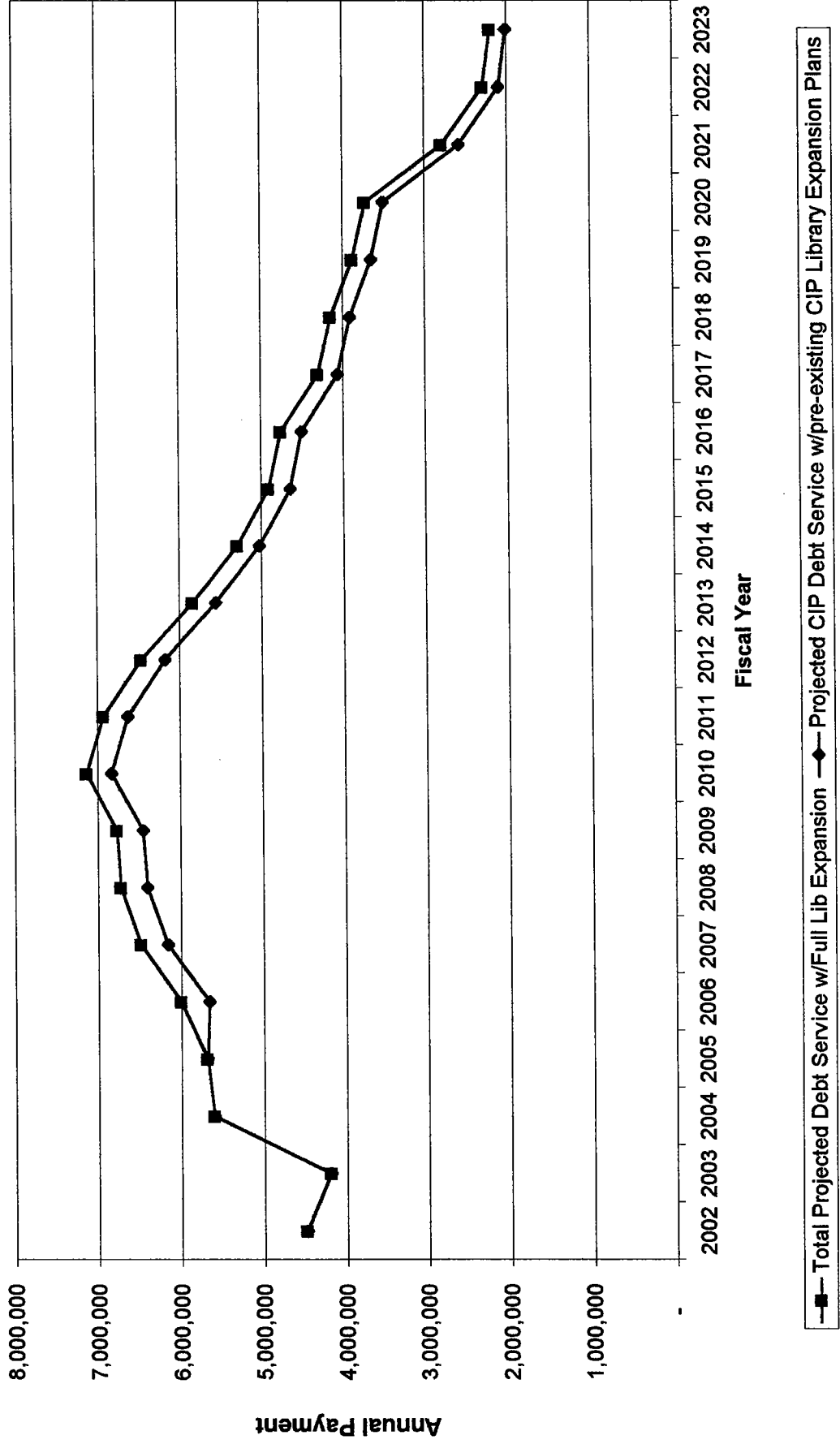
Notes:

- 1) 1/10 of a mill generates approximately \$180,000 in new revenue.
- 2)

Although the debt service shown in column (e) is less in some years than current projections in column (a), the intent would be to schedule projects to create the same financial impact.

Compariosn of Larger Library

Comparison of Debt Repayment w/ and w/out Larger Library




Agenda Item Summary

Date: September 3, 2002

To: Honorable Mayor and Members of the Town Council

Prepared By: Gregg Pavitt, Finance Director

Reviewed By: Leon Churchill, Town Manager 

Subject: Receipt of Donation for Library Materials

Background

A long time supporter of the Windsor Public Library, Cary Nearing, donated stock to the Town. Mr. Nearing's donation stipulates that the proceeds be used by the library for the acquisition of large print books and related items. The net proceeds from selling the stock amounted to \$53,056.29

Discussion/Analysis

These funds need to be formally accepted by the Town Council and a Special Revenue Fund account would be set up in which to place the restricted donation proceeds. The motion at the bottom of this statement takes care of this procedure.

Financial Impact

With no matching requirement, this grant helps the library provide for its patrons.

Other Board Action

None.

Recommendations

That the following resolution be made:

“MOVE, that the Town of Windsor accept the donation of stock from Cary Nearing for the restricted purpose of providing large print books and related items. Further move that the Special Revenue (03 Fund) Project 2507-Cary Nearing Book Project- be established, and that the proceeds of the sale of the stock be deposited into said project”.

XII. Resignations and Appointments

September 3, 2002

- A.** One *Republican* Alternate Member
Board of Assessment Appeals
Two Year Term to expire November 30, 2003 or until a successor is appointed
(Michael McDonald - resigned)
- B.** One *Democratic* Member
Board of Ethics
Five Year Term to expire July 31, 2007 or until a successor is appointed
(George Griffin – reappointment)
- C.** One *Unaffiliated* Member
Commission on Aging & Handicapped
Three Year Unexpired Term to expire January 31, 2003 or until a successor is appointed
(Janice Lawlor – resigned)
- D.** One *Democratic* Member
Conservation Commission
Five Year Unexpired Term to expire November 30, 2005 or until a successor is appointed
(Richard Clark - resigned)
- E.** One *Democratic Alternate* Member
Conservation Commission
Five Year Unexpired Term to expire November 30, 2004 or until a successor is appointed
(Syed Ashraf – change of status from alternate member to regular member)
- F.** One *Democratic* Member
Conservation Commission
Five Year Term to expire November 30, 2006 or until a successor is appointed
(Peter Gwyn - resigned)
- G.** One *Democratic* Member
Conservation Commission
Five Year Term to expire November 30, 2007 or until a successor is appointed
(Frank Davis – new appointment)
- H.** One *Democratic Alternate* Member
Conservation Commission
Five Year Unexpired Term to expire November 30, 2003 or until a successor is appointed
(Valerie Allgrove - resigned)
- I.** One *Democratic* Member
Economic Development Commission
Five Year Term to expire July 31, 2007 or until a successor is appointed
(Eric Judge - reappointment)
- J.** One *Unaffiliated* Member
Economic Development Commission
Five Year Unexpired Term to expire July 29, 2005 or until a successor is appointed
(Kerry Ruiz - resigned)

XII. Resignations and Appointments

September 3, 2002

- K.** One *Unaffiliated* Member
Hartford Area Cable Television Advisory Council
Two Year Term to expire June 30, 2004 or until a successor is appointed
(Carol Hartmann – reappointment)
- L.** One *Republican* Member
Hartford Area Cable Television Advisory Council
Two Year Term to expire December 31, 2003 or until a successor is appointed
(Katie Chiodo – resigned)
- M.** One *Democratic* Member
Hartford Area Cable Television Advisory Council
Two Year Term to expire June 30, 2004 or until a successor is appointed
(Laura Soll-Broxterman – reappointment)
- N.** One *Unaffiliated* Member
Hartford Area Cable Television Advisory Council
Two Year Term to expire June 30, 2004 or until a successor is appointed
(William Stephenson – reappointment)
- O.** One *Republican Nonresident* Member
Historic District Commission
Five Year Unexpired Term to expire October 9, 2005 or until a successor is appointed
(Nancy Colton - resigned)
- P.** One *Republican* Member
Housing Code Board of Appeals
Five Year Unexpired Term to expire October 31, 2004 or until a successor is appointed
(Michael McDonald - resigned)
- Q.** One *Republican* Member
Human Relations Commission
Three Year Term to expire May 31, 2005 or until a successor is appointed
(Nellie Holmes Mason - reappointment)
- R.** One *Republican* Member
Inland Wetlands & Watercourses Commission
Four Year Term to expire March 31, 2006 or until a successor is appointed
(Nancy Rudek - reappointment)
- S.** One *Democratic* Member
Library Advisory Board
Three Year Term to expire July 2, 2005 or until a successor is appointed
(Leigh Ann Tyson – reappointment)
- T.** One *Republican Alternate* Member
Public Building Commission
Three Year Unexpired Term to expire February 1, 2005 or until a successor is appointed
(James Parker - resigned)

XII. Resignations and Appointments

September 3, 2002

- U.** One *Republican* Member
Wilson/Deerfield Advisory Committee
Three Year Term to expire November 10, 2004 or until a successor is appointed
(vacancy – vacant since 11/01)
- V.** One *Republican* Member
Wilson/Deerfield Advisory Committee
Three Year Term to expire April 30, 2005 or until a successor is appointed
(R. Gus Hallgren - reappointment)
- W.** One *Democratic* Member
Wilson/Deerfield Advisory Committee
Three Year Term to expire April 30, 2005 or until a successor is appointed
(Kenneth R. Herman - reappointment)
- X.** One *Democratic* Member
Wilson/Deerfield Advisory Committee
Three Year Term to expire April 30, 2005 or until a successor is appointed
(Kenneth Means - reappointment)
- Y.** One *Democratic* Member
Wilson/Deerfield Advisory Committee
Three Year Term to expire April 30, 2005 or until a successor is appointed
(Mary Turley - reappointment)
- Z.** One *Democratic* Member
Windsor Housing Authority
Five Year Term to expire July 31, 2007 or until a successor is appointed
(Harold DePianta - reappointment)
- AA.** One *Republican* Member
Youth Commission
Two Year Unexpired Term to expire September 30, 2003 or until a successor is appointed
(Lori Gaudino - resigned)

**Windsor Town Council
Council Chambers – Town Hall
August 5, 2002
Unapproved Minutes**

Mayor Trinks called the regular meeting to order at 7:34 p.m.

1. Roll Call – Present: Mayor Trinks, Deputy Mayor Curtis (arrived at 7:55 p.m.), Councilor Albano, Councilor Broxterman, Councilor Jepsen, Councilor Mulligan, Councilor Pacino, Councilor Simon and Councilor Walker
2. Prayer – Deputy Mayor Curtis
3. Pledge of Allegiance – Deputy Mayor Curtis
4. Proclamations/Awards

None.

5. Public Communications and Petitions

None.

6. Report of Appointed Boards and Commissions

- A. Inland Wetlands & Watercourses Commission

Mr. Gerald Golden, Chair of Inland Wetlands & Watercourses Commission reported that the hiring of part-time staff member has allowed the Commission to perform additional duties. The Commission has reviewed 27 applications which includes regulating 100 feet from the wetland areas and collected fees in the amount of \$9,208. Many of the applications are now for industrial use rather than residential, although age restricted developments are increasing. The DEP has added wind erosion and wildlife habitats to their jurisdiction.

- B. Board of Education

Ms. Jane Garibay, President of the Board of Education (BOE) reported to the Town Council. There is a change in the main office entry of the high school facing Capen Street. A grant has been received from the League of Women Voters to conduct a series of community forums. There are 30 new professional staff positions open this year, most of which have been filled. The summer school program had 1,400 children in grades K-12. The high school is working on their contingency plan concerning the potential delay of the school opening. Ms. Ann Ford was named as principal at Windsor High School.

Councilor Pacino commended the BOE for hiring Ms. Ford as principal. He would like a review of the summer school policy. He has received reports from parents that students who failed a class were told that they would have to attend summer school. Once they

went to summer school, they were told they were not eligible for the course. Also a student was kept back in 9th grade because she had a 4.9 instead of a 5.0 passing grade and she could not go to summer school to improve her failing grade in order to advance to the 10th grade. Ms. Garibay responded that she would look into the matter.

C. Public Building Commission

Mr. Robert Gustafson, member of the PBC, and Mr. Brian Funk, Director of Public Works, reported to the Town Council. The contract for 330 Windsor Avenue site work was signed and the low bidder will begin work on Monday. Design work has begun for the L.P. Wilson Center Roof project and construction will begin in the summer of 2003. The Clover Street design funds have been approved and design will be completed this fall--the construction will start in the summer of 2003. The asbestos removal at Poquonock School has begun and will be completed by the time school begins.

The roof on the south side of Windsor High School has encountered a problem--the sheet rock was wet and falling down. There was a concern about the steamfitters strike but they voted not to go out on strike.

Slippage in the schedule will result in a shortfall of about \$300,000. In addition to that shortfall, the PBC is trying to reinstate some items that were cut in the beginning of the job, amounting to \$125,000.

7. Town Manager's Report

September 11 Remembrance Ceremony

Plans are underway for a community remembrance ceremony for the victims of the 9/11 tragedy on Wednesday, September 11, 2002 at 7:00 PM on the town green. Town staff is collaborating with the Windsor Volunteer Fire Department, Windsor Police, Windsor Clergy Association and the Windsor Public Schools. Details of the ceremony will be publicized in the local media and I will provide an update at the September 3rd Town Council meeting.

Orientation for Boards and Commission Members

Through our continuous efforts to encourage citizen involvement on boards and commissions, I am pleased to announce that the town now has the following information available on our website at www.townofwindsorct.com

- An introduction to boards and commissions
- A link to all vacant positions within a board or commission
- A step-by-step instruction link that will help individuals throughout the process of becoming a member
- An on-line application form

In addition, training for town employees who serve as liaisons to boards and commissions will be held at the end of the month to review their responsibilities.

West Niles Virus Update

We received a call this morning from the State Department of Public Health that a dead bird collected on July 21, 2002 and submitted for testing on July 23, 2002 has tested positive for the West Nile Virus. The bird was a crow that was collected by the Police from Woody Brook Drive and submitted by the Windsor Health Department for testing per state and local protocol.

To date, twelve (12) birds have been collected from Windsor eleven (11) of which have been submitted to the State Health Department laboratory for testing. Seven of the eleven birds submitted have tested negative, one has now tested positive, and we are awaiting results on three others.

The Windsor Health Department will continue to collect dead birds that meet State testing criteria. Mosquito treatment of town-owned property will continue throughout the summer and fall until mosquito activity declines. They will also continue to treat the town's catch basins. Catch basins in the Woody Brook area were treated in early July. The Department has mosquito dunks that residents can obtain free of charge to treat standing water on their property. The dunks can be picked up at the Health Department in the Town Hall.

Corridor Enhancement Plan for Windsor Center

Staff has begun preliminary work to implement the proposed improvements recommended by the First Town Downtown Corridor Enhancement Plan for Windsor Center.

The first phase will consist of a traffic simulation study to test the proposed changes. For example, a portion of the study will evaluate changing Broad Street from 4 to 2 lanes, with parking on both sides of the street. This simulation will be conducted with the use of cones, barriers and signs.

In performing this study, the changes in vehicular speeds along Broad Street and efficiencies at intersections will be determined.

The study is scheduled to take place during the month of September. For more information, call 285-1804.

Goossens Hired as Solid Waste Manager

Mr. Mark A. Goossens of Hampden, Massachusetts joined the Town of Windsor team a few weeks ago as our Solid Waste Manager. Mr. Goossens will address issues ranging from landfill closure to improving recycling to advocating positive changes in solid waste collection in the community.

Mark has 16 years of experience in the solid waste management industry. He most recently worked for Waste Management, Inc. as a Landfill Operations Manager, and has also worked as District Vice-President for BFI that culminated 13 years with that company. Mark has a Bachelor's Degree in Geology from the State University of New York at Albany, has published on a national scale and received various awards for landfill operations. Mark is married to Melissa for 12 years and has two boys, Christopher, 2, and Brian, 7.

Farmers Market

Fresh produce, baked goods and more are available each Friday at the Farmers Market located at the corner of Windsor Avenue and Corey Street in Wilson. Vendors have their goods available for purchase from 3:00PM to 6:00 PM each Friday. For more information, call 298-9060.

Councilor Simon asked if the mosquito packets have been distributed. Dr. Charles Petrillo, Director of Health Services, replied that there have been 40-50 packets distributed to residents.

8. Communication from Council Members

Councilor Albano – None.

Councilor Broxterman – None.

Councilor Jepsen – reported that the Water Rats won a swimming event this past Saturday. He also attended a recent awards ceremony where the town received recognition for bridging the gap in benefit and pay gaps for any town employees who are called into military service.

Councilor Mulligan – None.

Councilor Pacino – sent his condolences to the Burns-Sessions family for their loss of Virginia. She will truly be missed. He also congratulated everyone involved in summer sports in Windsor.

Councilor Simon – None.

Councilor Walker – thanked Councilor Mulligan for addressing the traffic light at the intersection of Columbia Avenue and Rte. 218. He requested an update from staff regarding illegal signs along Windsor Ave.

Deputy Mayor Curtis – attended a meeting last week with members of the senior center. There were ongoing discussions regarding issues with the senior center.

Mayor Trinks – sent condolences to Randy Graff on the passing of his mother.

9. Reports of Standing Committees

A. Finance Committee – None.

B. Town Improvements Committee – met last week regarding the proposed soccer complex and library renovations.

C. Health and Safety – None.

D. Special Projects – None.

E. Joint Board of Education and Town Council Committee – met for the first time on July 23rd. Introductions were made and the purpose of the committee was reviewed. A meeting schedule was also confirmed.

10. Ordinances

None.

11. Unfinished Business

None.

12. New Business

A. U.S. Army Corps of Engineers FUSRAP Update

Mr. Larry Rosenberg, Chief of Public Affairs, and Mr. William (Bud) Taylor, II, Project Manager of the US Army Corps of Engineers, (Corp) addressed the Town Council. ABB/Combustion Engineering recently published a couple of documents that could be confused as government documents. Mr. Rosenberg stated that they are in no way government documents.

ABB/Combustion Engineering is located at 2000 Day Hill Road and consists of a complex of 30 buildings located on 600 acres. Past activities at the site have resulted in the release of residual amounts of highly enriched uranium along with other chemicals. Activities are presently taking place to clean up the site that involve ABB, the United States Army Corp of Engineers, the Nuclear Regulatory Commission, the Department of Justice, the Connecticut Department of Environmental Protection and the Town of Windsor.

Mr. Taylor explained FUSRAP and gave a presentation. The FUSRAP program was started by the Department of Energy in 1974 to clean up those sites where highly enriched uranium was managed/used for Atomic Energy Commission programs. The Army Corp is responsible for overseeing the cleanup and payment for the clean up of these sites. It is not their responsibility, however, to clean up or pay for areas contaminated as a result of commercial operations. The ABB site contains contamination from both types of activities. At present, research is being conducted to determine which parts of the site contamination are the responsibility of the Corp and which are the responsibility of ABB.

Mr. Taylor reviewed the cleanup, its findings and presented charts. The Corp plans to meet with the State of Connecticut in September to discuss cleanup levels. The remedial investigation will be released shortly after that, around the 1st of November. They plan on engaging the public before that time, preferably at monthly meetings.

Councilor Broxterman asked for clarification of FUSRAP material vs. ABB material. Mr. Taylor explained that FUSRAP involves uranium and cobalt. Councilor Broxterman also asked if the FUSRAP material would be shipped out or diluted. Mr. Taylor responded that the material would be shipped off site, not diluted. Councilor Broxterman asked who would determine that the Corp's responsibilities are completed appropriately. Mr. Taylor stated that the DEP would not release the property until it meets their requirements.

Councilor Simon asked who is legally liable for the property. Mr. Taylor said that ABB owns the property. He went on to clarify the radioactive materials that the Corp is responsible for. Councilor Simon asked if there was other radioactive material at the site besides the uranium and cobalt. Mr. Taylor said that there is other radioactive material on the site, however, the Corp is not responsible for it and therefore has not studied it. He stated that ABB is responsible for that portion of contamination. Congress has limited the authority of the Corp to the cleanup of uranium and cobalt. Town Manager Churchill stated that there is a separate cleanup program which is being overseen by the proper agencies. Mr. Churchill will provide an update on the cleanup of the remainder of the radioactive materials. Councilor Simon asked if the town had a liaison on the project. Town Manager Churchill responded that Dr. Charles Petrillo, Health & Social Services Director, is the liaison and that he also attends some of the meetings.

Councilor Walker asked if sediment has leaked down to the Farmington River. Mr. Taylor responded that it is possible, but there has been no evidence of it. Councilor Walker asked for a definition of commercial material and where it fits on Hazmat. Mr. Taylor said that commercial material could be uranium bi-products which is a hazardous material. Mr. Taylor said that ABB has been looking at these materials and is doing a good job of cleaning up the problem areas. Councilor Walker asked if cleanup would include the demolition of buildings. Mr. Taylor said that in this particular case it is premature to address that. Cost engineering will be performed to determine feasibility.

Councilor Mulligan asked what type of public input the Corp is looking for. Mr. Rosenberg said that the first meeting would be a dialogue/education process to inform the public of the cleanup. It will be an educational identification project.

Mayor Trinks asked if the Corp was involved in the Knoll Plant. Mr. Taylor said that they were not involved in the project. Mayor Trinks also asked if there was collaboration with CEE. Mr. Taylor said yes and commented that the project website can be viewed at www.nae.usace.army.mil.

Moved by Councilor Broxterman, seconded by Councilor Jepsen for a two-minute recess at 9:05 p.m.

Motion Passed 9-0-0

The meeting was called to order again at 9:15 p.m.

B. Introduce a Bond Ordinance for Windsor High School

Mr. Brian Funk, Director of Public Works, and Mr. Robert Gustafson, member of the Public Building Commission, addressed the Town Council. As the Windsor High School (WHS) renovation project progressed, the PBC found a small amount of additional work that needed attention. The original project limited expenditures to \$35,000,000. Two unforeseen items, both related to the roof, are outside of the scope of the originally defined project and would cost an additional \$235,000 inclusive of bonding costs. One of the items is the re-roofing of the science lab classroom area for a cost of \$140,000, inclusive of contingency and design. The other item is the provision of screening and service

platforms for the HVAC systems on the roof for a cost of \$90,000 inclusive of contingency and design. Bonding costs of \$5,000 are added to the issue, bringing the total to \$235,000.

The PBC recommends the Town Council's consideration of the proposed bond ordinance.

Councilor Pacino asked if the section of ceiling was looked at previously. Mr. Gustafson reported that it was looked at, however, ceiling tiles were not removed. Mr. Funk reported that this section of the roof was renovated about 20 years ago. The main roof was completed in 1998. It was not anticipated that the roof would cause a problem. Councilor Pacino asked if there was any water damage in the classrooms below the damaged roof. Mr. Funk responded yes and that the angle of the roof caused water damaged sheet rock. Councilor Pacino asked if the HVAC platforms and screening were part of the original plan. Mr. Gustafson said that they were not part of the original plan. Two years ago when an HVAC unit was placed on the roof, there was a mismatch in the unit and the design of the roof. The platforms will allow safe servicing of the 36 units and the screenings will block the units from the street view.

Councilor Broxterman asked Town Manager Churchill how the town determines if we go out 10 or 20 years on a bond. Town Manager Churchill responded that tradition calls for a 20-year bond. He also stated they consider the life of the asset so it doesn't outlive the bond. It is also a function of the rates that can be obtained. Right now the rates are extremely favorable.

Councilor Simon asked about the additional costs of \$350-\$700,000 mentioned at a previous meeting to finish the WHS project. He asked for clarification on how those figures related to this \$235,000 and the additional \$425,000 beyond these two projects, which will be needed to complete the WHS project. Town Manager Churchill confirmed that the previous estimate of \$350,000 - \$750,000 included the roof and HVAC cost estimates.

Deputy Mayor Curtis asked if the state reimbursements would cover any of these two projects. Mr. Funk said they anticipate that these items will be eligible for reimbursement.

Councilor Albano asked if the other \$300,000+ could be subject for reimbursement. Mr. Funk confirmed that the \$300,000+ would be eligible for reimbursement.

RESOLVED by Councilor Jepsen, seconded by Councilor Broxterman, that the reading into the minutes of the text of the ordinance entitled "AN ORDINANCE APPROPRIATING \$235,000 FOR THE ROOF REPLACEMENT AND RELATED WORK AT WINDSOR HIGH SCHOOL AND THE CONSTRUCTION OF HVAC SCREENING AND RELATED WORK AT THE HIGH SCHOOL AND AUTHORIZING THE ISSUE OF \$235,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION" is hereby waived, the full text of the ordinance having been distributed to each member of the Council and copies being made available to those persons attending this meeting; and that the full text of the ordinance be recorded with the minutes of the meeting.

Motion Passed 9-0-0

