



Council Agenda

Council Chambers
Windsor Town Hall
November 18, 2002



7:30 PM Regular Council Meeting

1. ROLL CALL
2. PRAYER – Councilor Walker
3. PLEDGE OF ALLEGIANCE – Councilor Walker
4. PROCLAMATIONS/AWARDS
5. PUBLIC COMMUNICATIONS AND PETITIONS
(Three minute limit per speaker)
6. REPORT OF APPOINTED BOARDS AND COMMISSIONS
 - a) Public Building Commission
7. TOWN MANAGER'S REPORT
8. COMMUNICATIONS FROM COUNCIL MEMBERS
9. REPORTS OF STANDING COMMITTEES
10. ORDINANCES
11. UNFINISHED BUSINESS
12. NEW BUSINESS
 - a) *Approve the use of BOE surplus budget funds for WHS renovations (Councilor Simon)
 - b) *Approve transfer of 63 Stage Coach Road to the Town of Windsor (Mayor Trinks)
 - c) *Presentation regarding Regional Public Safety Dispatch system (Town Manager)
 - d) *Referral of proposed agreement lease between the Town of Windsor and IFC Management regarding field sports complex to the Town Planning & Zoning Commission for a Section 8-24 review.(Town Manager)
 - e) *Set date for Special Town Meeting regarding agreement and lease between the Town of Windsor and IFC Management for field sports complex. (Town Manager)



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- f) *Approve proposed 2003 Town Council meeting dates (Councilor Mulligan)
 - g) *Approve proposed 2003 Annual Board/Commission reports (Councilor Mulligan)
 - h) *Budget Format for fiscal year 2003-2004 (Councilor Albano)
 - i) *Authorize Town Manager to execute a delegation agreement for the operation of the government access television channel.((Mayor Trinks)

13. * RESIGNATIONS AND APPOINTMENTS

14. MINUTES OF PRECEDING MEETINGS

- a) *Minutes of the October 21, 2002 Special Meeting
- b) *Minutes of the November 4, 2002 Town Council Meeting

15. PUBLIC COMMUNICATIONS AND PETITIONS

(Three minute limit per speaker)

16. EXECUTIVE SESSION

- a) Discussion concerning the appointment, employment, performance, evaluation, health or dismissal of a public officer or employee.

17. ADJOURNMENT


★Back-up included

Agenda Item Summary

Date: November 18, 2002

To: Honorable Mayor and Members of the Town Council

Prepared By: Gregg Pavitt, Finance Director

Reviewed By: Leon Churchill, Town Manager 

Subject: Financial Status of High School Renovation and Reconstruction Project, and Use of BOE Surplus Budget Funds for WHS Renovations

Background

A review of the costs of the Windsor High School (WHS) Renovation & Reconstruction project was presented at the November 4th Council meeting. These numbers showed that the amount spent to date, or anticipated to be spent was \$35,730,863. Working through the weekend, staff found that two technology items (a video server and related equipment) were omitted from the list. In addition, the Public Building Commission is requesting that funds be added for door replacement, repair of outdoor lighting, and contingency. The total amount spent or anticipated is now calculated at \$35,987,809

The State of Connecticut reimburses the Town for part of the total cost of the project. They are reimbursing us 41% as we go along (received approximately two to three months after we spend the money). They are also expected to pay a 5% retainage once the project is completed and an audit is carried out (perhaps 2 to 3 years from now). We expect a total reimbursement from the State on approved work of \$16,554,392 (assuming that the State awards the Town the full retainage). The net cash cost to the Town, i.e., the total amount of funds that the Town has to pay once the reimbursements and rebates come in, is anticipated to be \$18,866,471.

Discussion/Analysis

There has been discussion on how to pay for the amount of expenditures that exceed \$35,000,000. The gross appropriation needed at the present is \$987,809. As stated above, we would receive partial reimbursement from the State on this overage. Of the proposed \$987,809 appropriated, the approximate actual cost to the town following State reimbursement would be \$533,417. Because we have to spend the money first before we can get reimbursed, a Special town Meeting would need to formally appropriate the gross amount of the overage first.

In addition to the reimbursement from the State, the town has other options to reduce its net outlay of funds for this project. The PBC is anticipating the receipt of approximately \$310,000 in revenue for this project. This includes an energy efficiency rebate from CL&P, and an insurance settlement from the boiler insurance company. We anticipate receiving these funds by summer. After subtracting this additional revenue, the net additional cash needed by the town to pay for the expenditures above \$35,000,000 would only be \$223,417.

Further, the Board of Education has recommended to the Town Council that its General Fund balance from the fiscal year recently ended could be used to further reduce/eliminate the actual outlay of additional funding for this project. The BOE is preliminarily estimating that this figure

is about \$213,000. This number is highly preliminary and is subject to the audit that is currently being undertaken. The audit is expected to be completed by the end of December.

Financial Impact

The original appropriation for the project was \$35,000,000. Therefore, either an additional appropriation of \$987,809 must be made, or we must use existing budgeted funds to pay for the overage. Actual cash needs are for \$500,000 in January and the balance in February. It is suggested that the Town's General Fund balance be used for this purpose. The effect on fund balance would be reduced by the reimbursement from the State, the receipt of the CL&P rebate, the boiler insurance settlement, and the use of the amounts left over from the BOE's FY '02 operating budget.

Other Board Action

The Public Building Commission recommends that the Town Council appropriate \$987,809 for the WHS project, with the expectation that the town will receive rebates and reimbursements of \$764,392 for a net cost to the town of \$223,417.

Recommendations

It is recommended that the Town Council appropriate \$987,809 from the General Fund balance to complete the renovation of the Windsor High School. The following motion is in order if the Town Council concurs:

“Move, that \$987,809 be appropriated from the General Fund, Unreserved, Undesignated Fund Balance to the General Services, Capital Projects budget line and recommend it for Special Town Meeting approval”.

and

Resolved, that a Special Town Meeting will take place on December 2, 2002 at 7:00 p.m. (prevailing time) for the purpose of appropriating \$987,809 from the General Fund, Unreserved, Undesignated Fund Balance to the General Services, Capital Projects budget line for the renovation of Windsor High School.

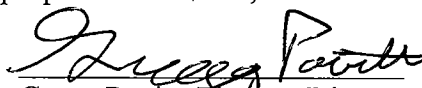
Attachments

WHS Audit Results

Letter from the Superintendent of Schools Suggesting Use of Funds

Certification of Funds Availability

I hereby certify that there are sufficient funds available in the General Fund Unreserved, Undesignated Fund Balance to cover the appropriation of \$987,809.


Gregg Pavitt, Finance Director

cc: Public Building Commission Members

WHS Audit Results

SPENDING

		OVERAGE
Amount Spent or Obligated to Date	35,730,863	
Amount over original appropriation to date	730,863	
<i>Plus:</i> Unbought Furniture	147,946	
Parking lot lights	35,000	
Replace Select Doors	24,000	
Contingency	50,000	
<i>Total Over Budget w/Additional Items</i>	987,809	987,809
TOTAL GROSS APPROPRIATION NEEDED FOR ALL ITEMS (equals		
Amount Spent or Obligated plus additional requested items)	35,987,809	

REIMBURSEMENT

Note: State will reimburse all approved expense without regard to where our funding comes from. This means that there will be reimbursement on the expenses that are covered by the CL&P and Boiler insurance reimbursements.

Base \$35 million		
Regular reimbursement (41%)	14,350,000	
Retainage (5%)--estimated	1,750,000	
	<i>Subtotal</i>	16,100,000
Reimbursement from State for Overages		
a) Current amount over \$35 million		
<i>Amount of reimbursement expected within 6 months (41%)</i>	299,654	
<i>Amount expected in 3 years (5% retainage)</i>	36,543	
		336,197
b) Amount for additional items		
<i>Amount of reimbursement expected within 6 months (41%)</i>	105,348	
<i>Amount expected in 3 years (5% retainage)</i>	12,847	
		118,195
Total State reimbursements for overage (a + b)		
		454,392
Rebates and settlements		
CL&P Energy Efficiency	200,000	
Boiler Insurance settlement	110,000	
	<i>Total rebates and insurance settlements</i>	310,000
Total Reimbursements and Rebates that can be applied to overage		
		764,392
Net Additional Cash Needed to Cover Overage		223,417
Total Reimbursements for Whole Project		
	16,864,392	
Total Net Cost to Town for Project		
	19,123,417	

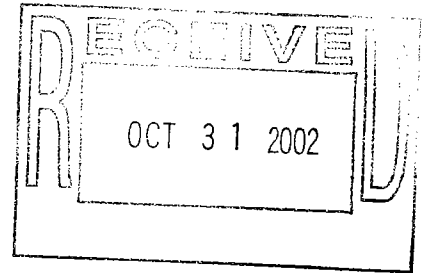


WINDSOR PUBLIC SCHOOLS

Phone: (860) 687-2000 ext. 236
Fax: (860) 687-2009
E-Mail: efeser@windsorct.org

Elizabeth E. Feser, Ed.D.
Superintendent of Schools
601 Matianuck Avenue
Windsor, Connecticut 06095

October 30, 2002



R. Leon Churchill, Jr.
Town Manager – Town of Windsor
275 Broad Street
Windsor, CT 06095

Dear Leon:

The Fiscal Year ending June 30, 2002 for the Windsor Public Schools has been closed. In this regard, there was a surplus of \$213,071.12. The audit has not yet been completed, therefore, this number is subject to change.

At its October 15, 2002 meeting, the Board of Education respectfully requested that these funds be used for the Windsor High School Renovation Project.

Thank you for your consideration in this matter.

Sincerely,

Elizabeth E. Feser, Ed.D.
Superintendent of Schools


c: Frank Williams, Director, Business Services
Board of Education

Agenda Item Summary

Date: November 18, 2002

To: Honorable Mayor and Members of the Town Council

Prepared By: Tom Lenehan, Town Engineer

Reviewed By: Leon Churchill, Town Manager 

Subject: Exchange of Town Owned Land for Land at 63 Stage Coach Road

Background

It is proposed that the town be authorized to exchange 10,759 square feet of a parcel of land for an equivalent parcel of land at 63 Stage Coach Road.

Discussion/Analysis

This exchange has been requested by the property owners of 63 Stage Coach Road so that they can better utilize the rear of their parcel and construct a swimming pool without seeking a variance.

Financial Impact

None. The Town Assessor has determined that the value of the parcel is less than \$10,000.

Other Board Action

At their meeting of November 12, 2002, the Town Planning and Zoning Commission recommended approval of this land exchange.

Recommendations

If the Town Council is in agreement, the suggested motion would be as follows:

“Move to accept the exchange of 10,759 square feet of a parcel of town owned land for an equivalent parcel of land at 63 Stage Coach Road, as shown on the plan “Land Exchange Plan, prepared for Matthew Marci, 63 Stage Coach Road, Windsor, Connecticut, Ed Lally & Associates, Inc., scale 1 IN. = 20 FT., October 2, 2002”.

Attachments


Map

Agenda Item Summary

Date: November 18, 2002

To: Honorable Mayor and Members of the Town Council

Prepared By: Peter Souza, Assistant Town Manager

Reviewed By: Leon Churchill, Town Manager 

Subject: Regional Public Safety Dispatch System

Background

Over the last fifteen years, the issue of having regional dispatch for fire, police and emergency medical has been periodically discussed to varying degrees by CRCOG as well as the fire and police services. In the past few months, discussions of the topic have once again been initiated by a few area police chiefs. In light of our planned financial investment of approximately \$200,000 to replace and enhance our current dispatch console/center and the potential benefits of reduced annual costs and public safety service enhancements, the Town Manager felt it was appropriate to explore the areas of mutual interest and potential difference to determine if it is worth our while to continue to pursue this discussion.

To that end, a meeting was recently held with representatives of six area towns to discuss the topic of regional public safety dispatch. Representatives from Bloomfield, East Granby, Granby, Suffield, and Windsor Locks attended. Simsbury was invited but could not attend. All of the attendees, including the Town of Windsor, explicitly stated their objectives of lowering costs for emergency dispatch and maintaining or improving the quality of service.

Discussion

Although regional dispatch systems are fairly uncommon in the State of Connecticut, other states utilize such systems with success in terms of service delivery, efficiency and cost savings. The basic model includes consolidating individual jurisdiction's public safety answering points or E-911 functions and public safety dispatch functions into one call taking and dispatch center, which is usually managed and operated by a regional governing body. The governing body is comprised of representatives of the various towns or jurisdictions served by the system.

There is a range of issues and challenges (governing structure, financial, operations, collective bargaining, and political) which need to be explored in depth before detailed concepts could be presented for review. However, based on initial information, the projected financial benefits could be significant. Windsor's savings are estimated to be as high as \$162,000 annually mostly due to operational efficiencies and generous State funding.

At the recent meeting with representatives of area towns, it was agreed that the first step would be to have communities indicate by mid-December their level of interest in pursuing the issue further. All in attendance agreed that there is no need to belabor the topic if there is not significant interest from individual towns. Based on indications of interest, appropriate research could be initiated to determine feasibility of a regional dispatch system. Bloomfield, Windsor Locks and possibly East Granby appear to be the most receptive to regionalizing emergency dispatch.

Financial Impact

Potential savings are estimated to be as high as \$162,000 annually mostly due to operational efficiencies and generous State funding. Depending on the level of State assistance for capital equipment the town's contribution toward capital may be reduced as well.


Other Board Action

None.

Recommendation

This item is presented for informational purposes, therefore no formal action is requested of the Town Council at this time.

Agenda Item Summary

Date: November 18, 2002
To: Honorable Mayor and Members of the Town Council
Prepared By: Leon Churchill, Town Manager 
Subject: IFC Agreement

Background

Douglas Kerr, a 13-year Windsor resident, proposes to develop a soccer facility, operated by a local group, adjacent to the Windsor-Bloomfield Landfill. He has been actively involved in the Windsor Soccer club, SummerWind Performing Arts Center, WHALE, Poquonock Community Church, and was a former town insurance commissioner. Mr. Kerr currently operates his own insurance business, Kerr & Co., which he feels has given him valuable insight into the start up and completion of the business venture process.

Mr. Kerr proposes the International Field Club, a limited liability company, have a contractual relationship with the Town of Windsor through an agreement and a land lease.

Discussion/Analysis

Mr. Kerr proposes to develop a tournament field comprised of six multi-use fields (soccer, lacrosse, field hockey, etc.), concession pavilion, and a 679-space parking lot (see enclosed concept plan). The complex would hold approximately 20 two-day tournaments/events per year, with each event drawing between 1,500 and 2,000 participants and spectators from around the northeastern United States as well as some national and international guests. These planned tournaments would be approximately 25% smaller than the current Fall Soccer Tournament. This translates to 60,000 to 80,000 visitors per year and would generate approximately \$7,000,000 in direct retail sales (hotels, restaurants, gas stations, drug stores, museums, etc.). The project would require +/- 40 acres out of the 170 acres that currently comprise the landfill. The closest similar facilities are located in Colombia, MD and outside of Pittsburgh, PA. Support for this project includes local businesses, the youth sports and neighbors. Some of the positive effects from this project include building the town image and visibility, being a major economic development and tourism generator, easing overuse of current town fields, preserving open space, and providing recreational resources for the town.

The project is compatible with the Landfill Re-use Steering Committee's recommendations which call for various active and passive recreational uses. However, the project depends on whether a transfer station is located on property currently owned by ABB or the landfill. The soccer project's success also depends on several other variables.

The proposed agreement contains numerous time-related and dependent considerations that may have significant impact on the project's success. A working agreement is dependent on the State of Connecticut Department of Environmental Protection's approval of a closure plan that allows for the operation of the soccer complex, and the Town has to eventually set a firm date for capping the landfill. The responsibilities of each party can also be described as follows:

IFC's Basic Responsibilities:

1. Provides all engineering, site plans and grading requirements.
2. Clears the site and shares the proceeds with the Town of Windsor.
3. Provide required maintenance and irrigation and purchase of water from the Town of Windsor.
4. Construct and maintain gravel parking lot.

The Town of Windsor's Basic Responsibilities:

1. Obtain all necessary regulatory approvals.
2. Remove capping material, fill and grade the site, and hydroseed the site if consistent with DEP closure requirements.
3. Advocate for burial or relocation of MDC manhole currently on the site.
4. Permit for sign on various town roads.
5. Provide IFC additional land east of Huckleberry if it becomes available.

The agreement is subject to approval of the Town Planning and Zoning Commission under CGS Section 8-24, Windsor Town Meeting, and all regulatory bodies that govern the Windsor-Bloomfield Landfill.

Financial Impact

No public costs will be incurred. However, the project's feasibility depends on town expenditures related to the redevelopment of the Windsor-Bloomfield Landfill. The cost to develop the facility will be between \$700,000 and \$900,000, which will be funded through private funds. The attached proposed lease stipulates IFC will pay the Town of Windsor \$10,000 or five percent of net income annually, whichever is greater. There is no security deposit requirement and IFC is required to carry no less than \$1,000,000 in insurance coverage.

Other Board Action

None, but the TP&Z and Special Town Meeting need to approve the Agreement.

Recommendations

The following actions are recommended with the objective to authorize the Town Manager to sign the Agreement and lease.

“Move, that the proposed agreement between the Town of Windsor and IFC for a field sports complex and associate facilities be referred to the Town Planning & Zoning Commission for a Section 8-24 Review.”

and

“Resolved, that a Special Town Meeting take place on Monday, December 4, 2002 at 7:15 p.m. (prevailing time) in the Town Council Chambers of Town Hall, 275 Broad Street in Windsor for the proposed agreement and lease between the Town of Windsor and IFC for a field sports complex and associate facilities.”

Attachments

Proposed Agreement between IFC and the Town of Windsor
Proposed Lease between IFC and the Town of Windsor

AGREEMENT

WHEREAS, the Town of Windsor is a municipal corporation organized under the laws of the State of Connecticut with its territorial limits within the County of Hartford, State of Connecticut (hereinafter referred to as "Town");

WHEREAS, IFC Management Co., LLC is a Connecticut limited liability company with an office in Windsor, Connecticut (hereinafter referred to as "IFC");

WHEREAS, the Town is the owner of the premises described on Schedule A attached hereto and incorporated herein by reference:

WHEREAS, IFC wishes to lease said premises from the Town in order to construct and operate a field sports complex and associated facilities on said premises;

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. At such time that the Town has closed the Windsor Bloomfield Landfill and has received all regulatory approvals to put the land to the uses as contemplated herein, the Town agrees to lease the land as described on Schedule A to IFC for a term of 99 years in accordance with the Lease attached hereto and incorporated herein by reference as Schedule B.
2. IFC will provide all engineering, site plans, and grading requirements for the site as described on Schedule A so that the site may be put to the recreational uses contemplated in this Agreement.

3. IFC will clear the site of all debris, roots, stumps, rocks, etc., at no cost to the Town of Windsor, prior to the required fill and grading work. The Town will receive 50 percent of the gross sales price of any timber or other materials removed from the site in the clearing process and will make available space at the Landfill for the disposal of the debris, etc., not able to be sold.

4. In cooperation with and subject to the approval of such regulatory authorities of jurisdiction, the Town will use its best efforts to establish a firm date for the closure of the Landfill (the date where the Landfill ceases to be a depository for municipal solid waste) such that as soon as reasonably practical:

- a. the Town will remove the capping material currently located on the subject property;
- b. the Town will fill and grade the site consistent with DEP closing requirements to the specifications provided by IFC on the above-described site and grading plan, said fill to be suitably porous for the recreational uses contemplated and capped by eight (8) inches of screened soil;
- c. the Town will hydroseed the site to specifications provided by IFC for the kind of seed to be used with any costs in excess of standard hydroseeding costs due to IFC specifications shall be reimbursed to the Town by IFC within thirty (30) days of invoicing.

5. IFC will provide all maintenance and all irrigation required for the site and the Town will provide MDC water at its rate to IFC for irrigation. IFC will reimburse the Town at said rate plus a five percent (5%) administration charge.

6. IFC shall be solely responsible for the construction and maintenance of a gravel parking lot on the site.

7. The Town will advocate on behalf of IFC for the burial or movement of the existing MDC manhole on the site and any request by IFC for a water diversion permit from the Rainbow Reservoir. In order to avoid odors and noise and interference with the intended recreational use of the site, the Town agrees to screen its leaf composting area and to turn the compost as much as reasonably possible on Mondays or Tuesdays in order to avoid excessive odors on weekends. The transfer station operated by the Town of Windsor on adjacent property will be operated in a fashion to minimize litter and noise, especially on weekends.

8. Subject to such zoning approvals as may be required, the Town will allow IFC to place a sign at the corner of Huckleberry Road and Prospect Hill Road, at Day Hill Road, and will make best efforts to get State approval for a sign at exit 38 on I-91. The Town will maintain the entrance to Huckleberry Road.

9. Should the Town acquire additional adjacent land on the east side of Huckleberry Road at no cost to the Town, it will provide a portion of that land as described on Schedule C to IFC at no additional charge under the lease provisions as described herein.

10. Anything to the contrary notwithstanding, this Agreement is subject to the following:

- a. Approval of the Town Planning and Zoning Commission under Connecticut General Statutes § 8-24;
- b. Approval of the Windsor Town Council;
- c. Approval of the Town Meeting;
- d. Approval of such state, local and federal government agencies as may have jurisdiction in connection with the uses contemplated herein and the closure requirements for the Windsor Bloomfield Landfill.

11. MEDIATION AND ARBITRATION

Mediation and Arbitration are set forth as below: Consistent with the spirit and cooperation with which the parties are entering into this Agreement, the parties establish the following procedure to encourage the resolution of any differences that may arise:

- (a) Mediation. All claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate its representative and shall meet at the Windsor Town Hall within ten (10) days after the service of notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties themselves be unable to agree on a resolution of this dispute, then the parties shall appoint a third party, who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute.

Each party shall pay the fees and expenses of the party mediator and such costs shall be borne equally by both parties. Upon agreement of the parties, either party may waive the first step in the mediation process and appoint a mutually acceptable mediator. Any third party mediator designated to serve in accordance with the provisions of the Agreement shall be disinterested and shall be qualified to evaluate the performance of both parties.

This process shall be considered as a condition precedent to moving to arbitration.

- (b) **Arbitration.** If mediation fails to resolve the claim dispute or other matter in question, the issue or issues shall be subject to and decided by arbitration in accordance with the Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Each party shall pay its own legal fees but share the fees and expenses as assessed by the American Arbitration Association equally.

Demand for arbitration shall be filed in writing with the other party to this

Agreement and with the American Arbitration Association upon the unsuccessful

conclusion of mediation. A demand for arbitration shall be made within a reasonable time after the unsuccessful mediation. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. In order to resolve all issues in one arbitration proceeding, the arbitration arising out of or related to this agreement

shall be consolidated wherever possible with arbitration proceedings involving common issues with other persons or entities having a Contract to perform services or supply materials on the subject Project, whose contract permits consolidation of arbitration.

The award rendered by the arbitrator or arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

12. This Agreement shall be binding upon the successors and assigns of the parties, but IFC shall have no right to assign this Agreement except with express approval of the Windsor Town Council.

13. Any notice required hereunder shall be given to the Town at Town Manager, 275 Broad Street, Windsor, Connecticut 06095 and to IFC at _____
_____.

Dated at Windsor, Connecticut this _____ day of _____,
2002.

TOWN OF WINDSOR

By _____

R. Leon Churchill
Its Town Manager, Duly Authorized

IFC MANAGEMENT CO., LLC (IFC)

By _____

Its _____, Duly Authorized

STATE OF CONNECTICUT:

: ss. Windsor

, 2002

COUNTY OF HARTFORD :

Personally appeared, R. LEON CHURCHILL, as Town Manager of the Town of Windsor, signer(s) of the foregoing instrument, and acknowledged the same to be his free act and deed, and the free act and deed of said Town of Windsor, before me.

Commissioner of the Superior Court

STATE OF CONNECTICUT:

: ss. Windsor

, 2002

COUNTY OF HARTFORD :

Personally appeared, _____, as _____ of the
signer(s) of the foregoing instrument, and acknowledged the same to be _____ free act and deed
of said _____, before me.

Commissioner of the Superior Court

SCHEDULE A TO AGREEMENT

DESCRIPTION

**LEASE AREAS
TO
INTERNATIONAL FIELD CLUB, LLC**

Two certain parcels shown on a map titled: " Town of Windsor Engineering Department Lease Areas To International Field Club, LLC Windsor – Bloomfield Landfill Huckleberry Rd. Windsor CT. Scale: 1"=100' Date: Nov. 14, 2002 "

First Piece:

Located westerly of Huckleberry Road and shown as Lease Area 1 on the above described map and being more particularly bounded and described as follows:

Beginning at a point marking the intersection of the southerly boundary line of the Windsor – Bloomfield Landfill and the westerly boundary line of N/F Farmington River Power Company,

Thence running westerly along the southerly boundary line of said Landfill a distance of 800'± to a point,

Thence turning an interior angle of 90° more or less and running across said Landfill a distance of 688'± to a point,

Thence turning an interior angle of 90°± and running across said Landfill a distance of 293'± to a point,

Thence turning an exterior angle of 150°± and running across said Landfill a distance of 100'± to a point on the westerly boundary line of said Farmington River Power Company,

Thence turning an interior angle of 90°± and running along said westerly line of said Farmington River Power Company a distance of 850'± to the point and place of beginning.

Said Lease Area 1 contains 418,670 square feet more or less.

Second Piece:

Located on the easterly side of Huckleberry Road and shown as Lease Area 2 on the above described map and being more particularly bounded and described as follows:

Beginning at a point marking the intersection of the southerly boundary line of the Windsor - Bloomfield Landfill and the easterly curb line of Huckleberry Road,

Thence running northerly along said easterly curb line of Huckleberry Road a distance of 1650'± to a point,

Thence turning an interior angle of 90°± and running across said landfill a distance of 790'± to a point,

Thence turning an interior angle of 90°± and running across said Landfill a distance of 1350'± to a point.

Thence turning an interior angle of 159°± and running across said Landfill and along the easterly boundary line of said Landfill partly by each a distance of 660'± to the southeasterly boundary corner of said Landfill,

Thence running westerly along the southerly boundary line of said Landfill a distance of 651'± to the point and place of beginning.

SCHEDULE B TO AGREEMENT

LEASE

1. DATE

This Lease Agreement is entered into on the _____ day of _____, 2002.

2. PARTIES

This Agreement is between the TOWN OF WINDSOR, a municipal corporation having its territorial limits within the County of Hartford and State of Connecticut (LESSOR), and IFC MANAGEMENT CO., LLC, a Connecticut limited liability company with an office in Windsor, Connecticut (LESSEE).

3. PREMISES

The LESSOR agrees to lease to LESSEE and LESSEE agrees to lease from the LESSOR the Premises described as follows: land and improvements thereon shown on Schedule A attached hereto and incorporated herein by reference.

4. TERM

The term of this Lease will begin on date of execution and will run for ninety-nine (99) year(s) until _____

5. PAYMENTS

Annual rent shall be the greater of \$10,000 or five percent (5%) of net income received by LESSEE on activities conducted on the premises calculated in accordance with accounting standards established by the Finance Department of the Town of Windsor subject to audit at will by the Town of Windsor. No rent shall be charged for the first year.

6. SECURITY DEPOSIT

There will be no security deposit.

7. INSURANCE

The LESSOR shall provide fire and multi-peril insurance on the buildings located on the demised Premises. LESSEE may provide fire insurance on contents owned by LESSEE or LESSEE's employees as such coverage is not provided by the LESSOR. LESSEE shall maintain liability coverage, on a Broad Form Comprehensive General Liability form, in the amount of not less than \$1,000,000.00 combined single limit. LESSEE will name LESSOR as an additional named insured on LESSEE's liability policy. LESSEE will submit to the LESSOR, as evidence of liability coverage, a Certificate of Insurance providing no less than 30 days written notice of change or cancellation of coverage. All insurance carriers providing liability insurance for LESSEE shall be licensed to do business in the State of Connecticut.

8. USE OF PREMISES

The Premises shall be used only for the following purposes: recreational activities and related facilities.

The Premises shall not be used for any other purpose without written consent of the LESSOR. LESSEE shall not be permitted to sublease the property except with the written consent of LESSOR.

9. MAINTENANCE RESPONSIBILITIES

LESSEE shall be responsible for all maintenance of the premises and facilities located thereon.

10. LAWS

LESSEE will comply with all laws and regulations regarding the Premises. LESSEE also will not permit any others to violate any laws or regulations on the Premises. LESSEE will pay LESSOR the amount of any fines or penalties that it has to pay because LESSEE or any others violated any laws or regulations in the Premises.

11. CARE OF THE PREMISES

LESSEE will keep the Premises and all fixtures and appliances in a clean and safe condition. LESSEE will remove all ashes, garbage, rubbish, and other waste in a clean and safe manner to the place provided by LESSOR. LESSEE will use all electrical, plumbing, heating, air conditioning and other facilities and appliances in a reasonable manner.

LESSEE will not destroy or damage any part of the Premises or any of LESSOR's furnishings or appliances on the Premises. LESSEE also will not remove any of LESSOR's furnishings or appliances from the Premises without prior approval of the LESSOR which approval will not be unreasonably denied.

12. UTILITIES

LESSEE will pay for the utilities and services in the Premises that are checked: (X) Cold Water; (X) Hot Water; (X) Electricity; (X) Gas; (X) Heat; (X) Air Conditioning; (X) Telephone.

The rent will not be reduced if LESSEE does not receive any of the utilities and/or services for reasons beyond LESSOR's control.

13. ASSIGNMENT

LESSEE may not assign this lease without the written consent of the LESSOR, which consent shall not be unreasonably withheld.

14. ACCESS TO THE PREMISES BY THE LESSOR

The LESSOR shall have the right to reasonable access to the Premises, provided such access does not unreasonably interfere with LESSEE's use of the Premises.

15. EXPIRATION

At the expiration of this Lease, LESSEE will return the property to the LESSOR in good order, condition, and state of repair, reasonable wear and tear excepted. LESSEE has the right to remove within thirty (30) days after expiration of this lease any of its property. Any property remaining thereafter shall be considered abandoned by LESSEE.

16. DEFAULT

LESSOR shall give LESSEE notice in writing by certified mail or personal service of any default and LESSEE shall have sixty (60) days from receipt of said notice to cure any default. Thereafter, LESSOR shall have the right to take the Premises in accordance with legal process and shall be entitled to reasonable attorney's fees as well as any damages it sustains.

17. COMPLIANCE

LESSEE shall throughout the term of this lease, at its sole expense, promptly comply with all laws and regulations of all federal, state and municipal governments, including the Town Planning and Zoning Commission.

18. DAMAGE TO PREMISES

LESSEE will not have to pay rent for any time that LESSEE's use and enjoyment of the Premises is substantially affected because the Premises are damaged by fire, erosion, environmental orders, or other casualty. However, LESSEE will pay rent if LESSEE caused the damage or destruction or unless LESSEE continues to occupy any portion of the Premises. Rent shall be reduced by the decrease in the fair rental value of the Premises.

If any part of the Premises is damaged by fire, erosion or other casualty, or environmental orders to cease usage, LESSOR shall have the right to cancel this Lease. If LESSOR decides to cancel the Lease, LESSOR will give LESSEE notice within fifteen (15) days after the date of said event. The Lease will end on the date that LESSOR gives in its notice to LESSEE.

19. CONDEMNATION

If any part of the premises are condemned, LESSOR shall have the right to cancel this Lease. If LESSOR decides to cancel the Lease, LESSOR will give LESSEE notice within fifteen (15) days aft the date of the condemnation. The Lease will end on the date that LESSOR gives said notice.

LESSEE will not be entitled to any payment from the government because of such condemnation except for moving expenses. All other payments from the government because of such condemnation will be paid to LESSOR.

20. CHANGES

LESSEE will not make any changes on the Premises or change the appearance of any walls, floors, carpeting, windows, doors, appliances, fixtures or furnishings without LESSOR's permission.

21. SALE OF PROPERTY

If LESSOR sells the property, LESSOR shall not have any further liability to LESSEE under this Lease for any event that happens after LESSEE receives written notice that LESSOR has sold the property. Any sale of the property by LESSOR shall be subject to this Lease.

In addition, if LESSOR sells the property, any security deposit that LESSEE gave will be assigned to the new owner of the property, and LESSOR shall not have any further liability to return the security deposit to LESSEE.

22. HOLD-OVER

If LESSEE continues to occupy the Premises with LESSOR's consent after this Lease ends, this Lease will be on a monthly basis. In that case, either LESSEE or LESSOR can send a notice to the other and cancel Lease at any time. All the other terms of this Lease will still apply.

23. MISCELLANEOUS

If there is more than one LESSEE who signs this Lease, then each signator agrees to pay the entire amount that is owed. LESSOR can delay enforcing any of its rights under this Lease without losing them. If LESSOR releases any of LESSEES from this lease, the rest of the LESSEES shall still pay the amount owed.

24. WAIVER OF NOTICE

There is no Waiver of Notice of Default by LESSEE.

25. SEPARATE PROVISIONS

If any provisions of this Lease are invalid or unenforceable, the other provisions of this Lease will still apply.

26. BINDING EFFECT

This Lease shall be binding upon LESSEE and LESSOR and their respective successors, heirs, executors and administrators.

27. NOTICES

All notices shall be given as follows:

To LESSOR:

Town Manager
Windsor Town Hall
275 Broad Street
Windsor, CT 06095

To LESSEE:

28. RECORDING

This Lease may not be recorded on the Land Records and, if recorded, shall not constitute an encumbrance. LESSOR may unilaterally release from the Land Records any Lease recorded in violation of this provision.

29. SPECIAL PROVISIONS

This Lease shall terminate at any time the Town of Windsor determines such usage is not compatible with post closure requirements of the Windsor Bloomfield Landfill or said premises are not safe for the health and welfare of the persons using the premises.

30. MEDIATION AND ARBITRATION

Mediation and Arbitration are set forth as below: Consistent with the spirit and cooperation with which the parties are entering into this Agreement, the parties establish the following procedure to encourage the resolution of any differences that may arise:

- (a) Mediation. All claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate its representative and shall meet at the Windsor Town Hall within ten (10) days after the service of notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties themselves be unable to agree on a resolution of this dispute, then the parties shall appoint a third party, who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Each party shall pay the fees and expenses of the party mediator and such costs shall be borne equally by both parties. Upon agreement of the parties, either party may waive the first step in the mediation process and appoint a mutually acceptable mediator. Any third party mediator designated to serve in accordance with the provisions of the Agreement shall be disinterested and shall be qualified to evaluate the performance of both parties.

This process shall be considered as a condition precedent to moving to arbitration.

- (b) Arbitration. If mediation fails to resolve the claim dispute or other matter in question, the issue or issues shall be subject to and decided by arbitration in accordance with the rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Each party shall pay its own legal fees but share the fees and expenses as assessed by the American Arbitration Association equally.

Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association upon the unsuccessful conclusion of mediation. A demand for arbitration shall be made within a reasonable time after the unsuccessful mediation. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. In order to resolve all issues in one arbitration proceeding, the arbitration arising out of or related to this agreement shall be consolidated wherever possible with arbitration proceedings involving common issues with other persons or entities having a Contract to perform services or supply materials on the subject Project, whose contract permits consolidation of arbitration.

The award rendered by the arbitrator or arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Dated at Windsor, Connecticut, this _____ day of _____, 2002.

LESSOR
TOWN OF WINDSOR

By _____

Its Town Manager, Duly Authorized

LESSEE
IFC MANAGEMENT CO., LLC

By _____

Its _____, Duly Authorized

SCHEDULE C TO AGREEMENT

**LEASE AREAS
TO
INTERNATIONAL FIELD CLUB, LLC**

Two certain parcels shown on a map titled: " Town of Windsor Engineering Department Lease Areas To International Field Club, LLC Windsor – Bloomfield Landfill Huckleberry Rd. Windsor CT. Scale: 1"=100' Date: Nov. 14, 2002 "

First Piece:

Located westerly of Huckleberry Road and shown as Lease Area 1 on the above described map and being more particularly bounded and described as follows:

Beginning at a point marking the intersection of the southerly boundary line of the Windsor – Bloomfield Landfill and the westerly boundary line of N/F Farmington River Power Company,

Thence running westerly along the southerly boundary line of said Landfill a distance of 800'± to a point,

Thence turning an interior angle of 90° more or less and running across said Landfill a distance of 688'± to a point,

Thence turning an interior angle of 90°± and running across said Landfill a distance of 293'± to a point,

Thence turning an exterior angle of 150°± and running across said Landfill a distance of 100'± to a point on the westerly boundary line of said Farmington River Power Company,

Thence turning an interior angle of 90°± and running along said westerly line of said Farmington River Power Company a distance of 850'± to the point and place of beginning.

Said Lease Area 1 contains 418,670 square feet more or less.

Second Piece:

Located on the easterly side of Huckleberry Road and shown as Lease Area 2 on the above described map and being more particularly bounded and described as follows:

Beginning at a point marking the intersection of the southerly boundary line of the Windsor - Bloomfield Landfill and the easterly curb line of Huckleberry Road,

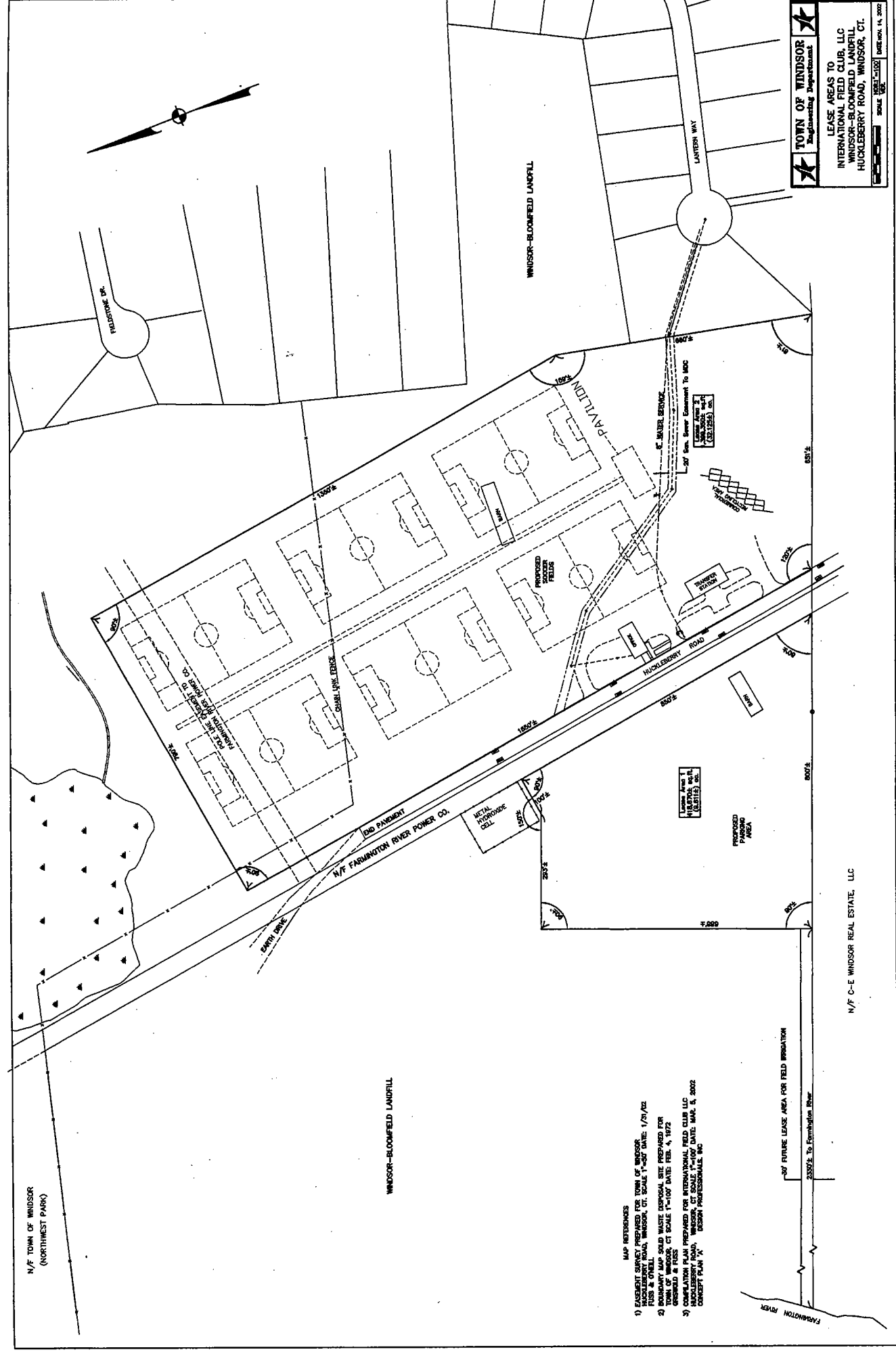
Thence running northerly along said easterly curb line of Huckleberry Road a distance of 1650'± to a point,

Thence turning an interior angle of 90°± and running across said landfill a distance of 790'± to a point,

Thence turning an interior angle of 90°± and running across said Landfill a distance of 1350'± to a point.

Thence turning an interior angle of 159°± and running across said Landfill and along the easterly boundary line of said Landfill partly by each a distance of 660'± to the southeasterly boundary corner of said Landfill,

Thence running westerly along the southerly boundary line of said Landfill a distance of 651'± to the point and place of beginning.



TOWN OF WINDSOR
Engineering Department

LEASE AREAS TO
INTERNATIONAL FIELD CLUB, LLC
WINDSOR-BLOOMFIELD LANDFILL
HUCKLEBERRY ROAD, WINDSOR, CT.

SCALE: 1"=100' DATE: MAR. 5, 2002

- MAP REFERENCES
- 1) EASEMENT SURVEY PREPARED FOR TOWN OF WINDSOR, WINDSOR, CT. SCALE: 1"=100' DATE: 1/29/02 FUS & O'NEIL
 - 2) BOUNDARY MAP SOLD WASTE DISPOSAL SITE PREPARED FOR FUS & O'NEIL, WINDSOR, CT. SCALE: 1"=100' DATE: FEB. 5, 1972
 - 3) COMPLETION PLAN PREPARED FOR INTERNATIONAL FIELD CLUB LLC, WINDSOR, CT. SCALE: 1"=100' DATE: MAR. 5, 2002 CONCEPT PLAN 'A' DESIGN PROFESSIONALS, INC.

N/F C-E WINDSOR REAL ESTATE, LLC

N/F TOWN OF WINDSOR
(NORTHWEST PARK)

WINDSOR-BLOOMFIELD LANDFILL

30' FUTURE LEASE AREA FOR FIELD IRRIGATION


350'± To Farmington River

FARMINGTON RIVER

Agenda Item Summary

Date: November 18, 2002

To: Honorable Mayor and Members of the Town Council

Prepared By: Leon Churchill, Town Manager 

Subject: Council Meeting and Board/Commission Schedules for 2003

Background

The Town Council annually sets its calendar of meetings. The setting of the schedule allows for posting and preparation of these meetings on a timely basis. The Council's Rules of Order already prescribe that the Council shall meet in regular session on the first and third Monday of each month at 7:30 p.m., except during the months of April, July and August, when the Council shall meet in regular session once during those months. The proposed schedule of Board/Commission Annual Reports to the Town Council provides a method to mutually set expectations to have formal communications. The schedule is proposed to follow an alphabetical order.

Discussion/Analysis

The proposed calendar is consistent with the Rules of Order for Town Council and also avoids the Jewish holiday of Yom Kippur. Other holidays such as Martin Luther King Day, President's Day, and Labor Day are also avoided by having the Council's meetings on the subsequent Tuesday. Municipal elections are held on Tuesday, November 4, 2003. Although this date does not conflict with the November 3, 2003 Council meeting, past Council's have typically cancelled the meeting just before local elections.

The proposed calendar for boards and commissions is the same as for 2002. The proposed schedule does not take into consideration possible mergers that may be contemplated on a periodic basis.

Financial Impact

None.

Other Board Action

None.

Recommendations

It is recommended that if the Town Council is in agreement that the proposed calendars be adopted with the following motions:

Move, that the Proposed 2003 Town Council Meeting Schedule attached herein, be adopted.
and

Move, that the Proposed 2003 Schedule of Board/Commission Annual Reports to the Town Council attached herein, be adopted.

Attachments

Proposed 2003 Town Council Meeting Schedule

Proposed 2003 Schedule of Board/Commission Annual Reports to the Town Council

Proposed 2003 Town Council Meeting Schedule

The following chart contains the proposed dates for regular Town Council meetings for the 2003 calendar year. All meetings will be held in the **Town Council Chambers** at the Town Hall, will commence at **7:30 P.M.** and will be televised on Windsor Community Television.

Day	Date
Monday	January 6, 2003
Tuesday	January 21, 2003 (January 20 - Martin Luther King Day)
Monday	February 3, 2003
Tuesday	February 18, 2003 (February 17-President's Day)
Monday	March 3, 2003
Monday	March 17, 2003
Monday	• April 7, 2003
Monday	May 5, 2003
Monday	May 19, 2003
Monday	June 2, 2003
Monday	June 16, 2003
Monday	• July 7, 2003
Monday	• August 4, 2003
Tuesday	September 2, 2003 (September 1 - Labor Day)
Monday	September 15, 2003
Tuesday	October 7, 2003 (October 6 - Yom Kippur)
Monday	October 20, 2003
Monday	November 3, 2003
Monday	November 17, 2003
Monday	December 1, 2003
Monday	December 15, 2003
Monday	January 5, 2004
Tuesday	January 20, 2004 (January 19 - Martin Luther King Day)

- April, July, and August -- only one regular Council meeting is scheduled.


MEMORANDUM

Date: November 18, 2002
To: Honorable Mayor and Members of the Town Council
From: Leon Churchill, Town Manager
Re: **Proposed 2003 Schedule of Board/Commission Annual Reports to the Town Council**

The following chart contains the proposed dates for Board and Commission annual reports at regular Town Council meetings for the 2003 calendar year.

Date of Council Meeting	Board/Commission
Tuesday, February 18, 2003	Board of Assessment Appeals
Monday, March 3, 2003	Board of Ethics
Monday, March 17, 2003	Commission on Aging & Handicapped
Monday, April 7, 2003	Conservation Commission
Monday, May 5, 2003	Economic Development Commission
Monday, May 19, 2003	Fair Rent Commission
Monday, June 2, 2003	Historic District Commission
Monday, June 16, 2003	Housing Code of Appeals
Monday July 7, 2003	Human Relations Commission
Monday, August 4, 2003	Inland Wetlands & Watercourses Commission
Tuesday, September 2, 2003	Insurance Commission
Monday, September 15, 2003	Library Advisory Board
Monday, October 7, 2003	Town Planning & Zoning Commission
Monday, October 20, 2003	Wilson/Deerfield Advisory Committee
Monday, November 3, 2003	Windsor Housing Authority
Monday, November 17, 2003	Youth Commission
Monday, December 1, 2003	Zoning Board of Appeals

Agenda Item Summary

Date: November 18, 2002
To: Honorable Mayor and Members of the Town Council
Prepared By: Peter Souza, Assistant Town Manager
Reviewed By: Leon Churchill, Town Manager 
Subject: FY 2004 Budget Format

Background

The Town Charter requires the Town Council to determine the budget format to be utilized in presenting the annual budget format by January 15 of each year.

Discussion/Analysis

Currently the town utilizes a budget format, which incorporates best practices as suggested by the Government Finance Officers Association.(GOFA) The budget document meets GOFA criteria as a policy document, financial plan, operations guide and communications device.

The budget is presented by both fund type and on a department basis. Revenues and expenditures are shown on a budgeted, estimated and proposed basis for the current fiscal year and proposed fiscal year. The previous fiscal year's actual revenues and expenditures are also included in the document.

Last winter the Town Council approved changes to the format of the Personnel Requirements section of the budget. The basic features of the format include:

- The columns referred to as FY 2002 Budget and FY 2003 Proposed represent the level of staffing that is funded.
- The columns referred to as FY 2001 Actual and FY 2002 Estimate represent the actual level of staffing in place over the course of the year (i.e. the figures reflect any vacancies).
- Part Time staff and Temporary/Seasonal staff are itemized separately.
- An additional line depicts the total number of positions in the department, regardless of the number of Full Time Equivalent (FTEs).

Financial Impact

There is no direct financial impact to the items discussed above.

Other Board Action

None

Recommendations

This item may be referred to committee for further review or if the Town Council concurs with the current budget format the following motion is recommended:

Move that budget format for FY 2004 be the same as that utilized for the presentation of FY 2003 budget.

Attachments

Example of department budget format

HEALTH AND SOCIAL SERVICES

Health and Social Services is responsible for protecting and promoting the health of the people, protecting and improving the environment, and providing case management, information and referral services to all Windsor residents.

Expenditures

Expenditures by Category *	FY 2001	FY 2002		FY 2003	
	Actual	Budget	Estimate	Proposed	Adopted
Personal Services	645,530	712,860	706,200	781,740	-
Supplies	62,918	29,280	33,920	41,610	-
Services	61,282	48,390	33,890	37,680	-
Maintenance & Repair	212	1,600	960	1,350	-
Grants & Contributions	-	7,500	7,500	8,000	-
Capital Outlay	5,158	4,000	6,630	2,500	-
Energy & Utility	3,627	4,360	3,040	3,860	-
Total	778,727	807,990	792,140	876,740	-

* Please see Appendix D for a breakdown of each expenditure category.

Funding Sources

In addition to the General Fund budget, other funding sources may become available. These items have no effect on the General Fund budget or the property tax rate.

Funding Source	FY 2001	FY 2002		FY 2003	
	Actual	Budget	Estimate	Proposed	Adopted
General Fund	701,441	743,820	722,470	806,080	-
Grants	64,775	64,170	66,670	67,660	-
Private Contributions	12,511	-	3,000	3,000	-
User Fees	-	-	-	-	-
Total	778,727	807,990	792,140	876,740	-

Personnel Requirements

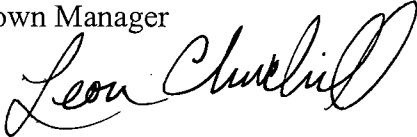
Full Time Equivalents	FY 2001	FY 2002		FY 2003	
	Actual	Budget	Estimate	Proposed	Adopted
Regular Full Time Employees	9.00	9.67	9.17	10.00	-
Regular Part Time Employees	1.00	1.50	1.98	2.50	-
Temporary/Seasonal Employees	-	-	-	-	-
Total	10.00	11.17	11.15	12.50	-

Agenda Item Summary

Date: November 14, 2002

To: Honorable Mayor and members of the Windsor Town Council

Prepared By: Enita Jubrey, Assistant to the Town Manager

Reviewed By: Leon Churchill, Town Manager 

Subject: Delegation Agreement Between Windsor Community Television, Inc. and the Town of Windsor

Background

As part of the Town of Windsor's branding efforts and the business plan of the Marketing and Communications Strategy Team, a proposal for the operation of the Government Channel 21 by town staff was presented to the Town Council during the FY03 budget deliberations. The purpose of the initiative is to better align the quality and quantity of television programming on the government channel to that of our print publications and website. At that time, \$20,000 was appropriated from the Capital Outlay portion of the budget to purchase the necessary equipment. Discussions with the Executive Director and the Windsor Community Television, Inc. Board of Directors have been ongoing and a delegation agreement for the operation of Channel 21 has been drafted, mutually agreed upon by both the Town Manager and the Executive Director of WIN-TV and reviewed by the Town Attorney. The chair of the WIN-TV board of directors has also been directly involved in discussions.

Discussion/Analysis

Copies of the delegation agreement have been forwarded to AT&T for review. Town staff has communicated with both AT&T as well as the Department of Public Utility Commission (DPUC) throughout the process. AT&T and the DPUC both concur with the structure and content of the delegation agreement per their comments. AT&T would like to add a clause to the agreement clearly stating their relationship with WIN-TV and its ultimate responsibility for Windsor's public access channels. This addition will likely be added to the General Provisions section of the delegation agreement. The updated version of the delegation agreement will be sent to the Town Council on Friday, November 15, 2002.

The delegation agreement designates December 16, 2002 as the first date broadcasting Windsor Government Channel 21 (WG-TV) by the Town of Windsor. Production equipment has been purchased and installed and staff is trained and prepared to begin operations. Programming goals and guidelines are attached to this agenda item summary as well as a sample of possible programming.

Financial Impact

None. Operations of WG-TV will be managed with current resources.

Other Board Action

None. The WIN-TV Board of Directors will consider this item at their November 19, 2002 meeting.

Recommendations

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

Move to accept the delegation agreement between Windsor Community Television, Inc. and the Town of Windsor and authorize the Town Manager to sign the agreement.

Attachments

- Copy of the proposed Delegation Agreement
- Programming goals and guidelines
- Windsor Government Television Potential schedule

DRAFT

Delegation Agreement Between Windsor Community Television, Inc. and the Town Of Windsor

This agreement between Windsor Community Television, Inc. (WIN-TV) and the Town of Windsor (Town) provides for the delegation by WIN-TV to the Town of Windsor of full and complete control of the operation of Local Access Government Television Channel 21, for the period of one year from the affective date of this agreement, in return for certain considerations, as follows.

Section One:

The Town of Windsor will:

1. Provide financial consideration to WIN-TV in the amount of ten-thousand dollars (\$10,000) for fiscal year 2002-2003, and, by July 30th of each year for which this agreement is renewed, an amount to be determined by the Town Council as part of the Town's annual budget process, and subsequently approved at the Town's adjourned town meeting.
2. Maintain complete statistics on all programming on Channel 21 in formats established by WIN-TV and will make such data available to WIN-TV in such formats and at such times as will permit WIN-TV to meet all of its obligations, including those to state and federal authorities, regarding WIN-TV's performance as a Public, Education and Government Local Access Television Operator.
3. Submit proposed broadcast schedules for Channel 21 to WIN-TV a minimum of one week in advance of airing.
4. Provide all videotapes of events or meetings to be rebroadcast on WIN-TV's Education Channel 22, most notably those Board of Education meetings held in Council Chambers.
5. Accept all liability associated with its independent actions with regard to this agreement and its operations of Local Government Access Channel 21. The Town expressly agrees to hold WIN-TV harmless from any liability that may arise from actions brought by others arising from the Town's operation of Channel 21. Notwithstanding questions of liability, the Town agrees to acknowledge WIN-TV's legal obligation as the legally designated operator of Local Government Access Television by including credits at the beginning and at the end of each program stating the Government Channel and the Town operate under a license of WIN-TV.

DRAFT

Section Two:

WIN-TV will:

1. Delegate to the Town full and complete authority for the operation of Local Access Government Channel 21, including scrolling of all government-related notices and announcements and all Board of Education functions and activities that take place in the Council Chambers.
2. Prepare and submit all required reports to all pertinent agencies of government.

Section Three:

General Provisions:

1. This Agreement shall become effective on December 16, 2002, and upon the affixing of the signatures of the persons authorized to execute this Agreement. This Agreement will self renew on an annual basis unless cancelled by either party upon provision of thirty (30) days written notice.
2. In the event that either party to this agreement should issue a written notice of cancellation, in accordance with Paragraph 1 above, and the matter in dispute can not be resolved by negotiation within the 30-day notice period, the parties agree to utilize mediation services from a qualified mediation service provider which is mutually acceptable to both parties.
3. This Agreement may be terminated immediately upon WIN-TV's concluding, by majority vote of the board, that the integrity of the government channel is in jeopardy, or that its obligations cannot continue to be met with the Agreement in place.
4. The parties agree they will not employ, directly or by contract, in the operation of Government Channel 21, any person(s) or business (es) that is (are) or was (were) in the past employed by WIN-TV and the Town of Windsor.

DRAFT

5. It is expressly understood by the parties that notwithstanding the level of the Town's payment set forth in this Delegation Agreement, the Town of Windsor is encouraged, to make annual grants to WIN-TV toward the cost of capital equipment and/or operations of local access Channel 5 and Education Channel 22.

The parties hereto agree to the provisions set forth above and hereby execute this Agreement on behalf of each:

For the Town of Windsor:

DATE

R. Leon Churchill, Jr.
Town Manager

For WIN-TV:

DATE

John C. Pickens
Executive Director



Channel 21 (WG-TV) Television Guidelines

General Guidelines: Channel 21 is a government access channel. Programming produced by the Town of Windsor shall be of the highest priority for Channel 21, and the town reserves the right to determine what programming shall be produced and aired on Channel 21. The programming will be viewpoint neutral and provide to the community information about local government, and the community being served.

Goals of Channel 21: The principal goals of Channel 21 is to inform and educate the viewing audience about local government, programs and services offered by the town and the community being served in a non-commercial manner. In tandem with the goals of the Town of Windsor's Marketing and Communications Strategy Team, the Channel 21 goals reflect the town's ongoing efforts to convert passive users of local government services into active and participative citizens.

Priorities:

- § programming initiated by the Town Council
- § programming of an emergency nature involving public health or safety matters
- § programming initiated by other Town of Windsor departments
- § programming produced by a source other than the town and which pertains directly to local government, and which is approved by the Town Manager for broadcast.

Political Programming Guidelines:

No political programming shall be shown on Channel 21. Candidate debates, open to all candidates to participate in, may be shown on WIN-TV Channel 5 in accordance to their guidelines.

Windsor Government Television Potential Schedule

	12AM - 7AM	7AM - 8AM	8AM - 1PM	1PM - 3PM	3PM - 5PM	5PM - 6PM	6PM - 7PM	7PM - 12AM
Monday	Slide Show	"Mayor's Desk"	Council Meeting Rebroadcast	Slide Show	Student Productions	"Mayor's Desk"	Meeting Warm-up	Council Meeting Live or Rebroadcast
Tuesday	Slide Show	"That's Entertainment!"	TP&Z Meeting Rebroadcast	Slide Show	State of CT Productions	"That's Entertainment!"	Meeting Warm-up	TP&Z Meeting Live or Rebroadcast
Wednesday	Slide Show	"The State of the Town"	BOE Meeting Rebroadcast	Slide Show	Student Productions	"The State of the Town"	Meeting Warm-up	BOE Meeting Live or Rebroadcast
Thursday	Slide Show	"Superintendent's Desk"	"From the Booth" / "Windsor Webcast"	Slide Show	State of CT Productions	"Superintendent's Desk"	Slide Show	"From the Booth" / "Windsor Webcast"
Friday	Slide Show	"To Your Health"	Council Meeting Rebroadcast	Slide Show	Student Productions	"To Your Health"	Meeting Warm-up	Council Meeting Rebroadcast
Saturday	Slide Show	"For Your Safety"	TP&Z Meeting Rebroadcast	Slide Show	State of CT Productions	"For Your Safety"	Meeting Warm-up	TP&Z Meeting Rebroadcast
Sunday	Slide Show	"Finer with Age"	BOE Meeting Rebroadcast	Slide Show	Student Productions	"Finer with Age"	Meeting Warm-up	BOE Meeting Rebroadcast

Program Descriptions

That's Entertainment

A program dedicated to the recreational and performance aspects of the town. Reviews and previews of concerts, theatrical performances

Mayor's Desk

The Mayor of Windsor discusses relevant town topics and invites a pertinent guest

Superintendent's Desk

The Superintendent of Schools discusses relevant school topics and invites a pertinent guest

Student Productions

Programs created by students in the Windsor Public Schools relating to town affairs

State Productions

Programs sent to the town from the State of Connecticut (l.e. Jodi Rell)

Windsor Webcast

An informative program discussing the services available on the Town of Windsor and Education websites

The State of the Town

The Town Manager gives an update on current events and major projects in the town

For Your Safety

Current and informative topics regarding Police, Fire Department and Ambulance Services, may also include tips for residents

Finer with Age

Topic of interest to the senior population in town (similar to news in the Senior Brochure)

From the Booth

Entia and Gary make their monthly appearance and present news and views unlike any other television program

XII. Resignations and Appointments

November 18, 2002

- A. Accept the resignation of Agnes Pier from the Historic District Study Committee**
- B. One Republican Alternate Member**
Board of Assessment Appeals
Four Year Unexpired Term to expire November 30, 2005 or until a successor is appointed
(Michael McDonald - resigned)
- C. One Republican Alternate Member**
Commission on Aging & Handicapped
Two Year Term to expire November 8, 2004 or until a successor is appointed
(John Purcell – change of status from an alternate to a regular member)
- D. One Democratic Alternate Member**
Commission on Aging & Handicapped
Two Year Unexpired Term to expire November 10, 2003 or until a successor is appointed
(Linda Rickard – change of status from an alternate to a regular member)
- E. One Democratic Member**
Conservation Commission
Five Year Unexpired Term to expire November 30, 2005 or until a successor is appointed
(Valerie Allgrove – resigned - VACANT)
- F. One Republican 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 a regular member – Vacancy for a Republican member)
- G. One Democratic Alternate Member**
Conservation Commission
Five Year Unexpired Term to expire November 30, 2003 or until a successor is appointed
(Valerie Allgrove – change of status from an alternate to a regular member)
- H. One Democratic Member**
Conservation Commission
Five Year Term to expire November 30, 2007 or until a successor is appointed
(Adam Gutcheon - reappointment)
- I. One Democratic Member**
Economic Development Commission
Five Year Term to expire January 31, 2007 or until a successor is appointed
(Eric Judge – reappointment)
- J. One Republican Member**
Economic Development Commission
Five Year Unexpired Term to expire January 31, 2005 or until a successor is appointed
(Kerry Ruiz – resigned - VACANT)
- K. 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 - VACANT)

XII. Resignations and Appointments

November 18, 2002

- L. One *Democratic Resident* Member
Historic District Commission
Five Year Term to expire October 14, 2007 or until a successor is appointed
(Anelia Machernis - reappointment)

- M. One *Democratic Alternate Resident* Member
Historic District Commission
Two Year Term to expire October 14, 2004 or until a successor is appointed
(Christopher Watts - reappointment)

- N. One *Democratic* Member
Historic District Study Committee
One Year Term to expire September 17, 2003 or until a successor is appointed
(Christopher Watts - reappointment)

- O. One *Democratic* Member
Historic District Study Committee
One Year Term to expire September 17, 2003 or until a successor is appointed
(David Bierut - reappointment)

- P. One *Democratic* Member
Historic District Study Committee
One Year Term to expire September 17, 2003 or until a successor is appointed
(Jay (William) Melley - reappointment)

- Q. One *Democratic* Member
Historic District Study Committee
One Year Term to expire September 17, 2003 or until a successor is appointed
(Mary Ann Pleva - reappointment)

- R. One *Republican* Member
Historic District Study Committee
One Year Term to expire September 17, 2003 or until a successor is appointed
(Colette Yeich - reappointment)

- S. One *Republican* Member
Historic District Study Committee
One Year Term to expire September 17, 2003 or until a successor is appointed
(Anthony Zeolla - reappointment)

- T. One *Democratic Alternate* Member
Historic District Study Committee
One Year Term to expire September 17, 2003 or until a successor is appointed
(Agnes Pier – reappointment)

- U. One *Democratic* Member
Housing Code Board of Appeals
Five Year Term to expire October 31, 2007 or until a successor is appointed
(Frank Jacobs, Jr. - reappointment)

XII. Resignations and Appointments

November 18, 2002

- V. 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 – VACANT)

- W. One *Republican* Member
Inland Wetlands & Watercourses Commission
Four Year Term to expire March 31, 2006 or until a successor is appointed
(Nancy Rudek - reappointment)

- X. One *Republican* Member
Insurance Commission
Four Year Term to expire October 31, 2006 or until a successor is appointed
(David Curley - reappointment)

- Y. One *Republican* Member
Insurance Commission
Four Year Term to expire October 31, 2006 or until a successor is appointed
(Charles Erickson - reappointment)

- Z. One *Democratic* Member
Town Planning & Zoning Commission
Five Year Term to expire November 11, 2007 or until a successor is appointed
(Karl Profe- reappointment)

- AA. One *Republican* Member
Wilson/Deerfield Advisory Committee
Three Year Term to expire April 30, 2004 or until a successor is appointed
(vacant since 11/01 - VACANT)

- BB. 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)

- CC. 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)

- DD. One *Democratic* Member
Wilson/Deerfield Advisory Committee
Three Year Term to expire April 30, 2005 or until a successor is appointed
(Mary Turley - reappointment)

- EE. One *Democratic* Member
Wilson/Deerfield Advisory Committee
Three Year Term to expire April 30, 2005 or until a successor is appointed
(Kenneth Means - reappointment)

XII. Resignations and Appointments

November 18, 2002

- FF.** One *Democratic* Member
Windsor Housing Authority
Five Year Term to expire July 31, 2007 or until a successor is appointed
(Harold DePianta - reappointment)
- GG.** One *Democratic* Member
Youth Commission
Three Year Term to expire September 30, 2005 or until a successor is appointed
(Jeanette Cave - reappointment)
- HH.** One *Democratic Alternate* Member
Youth Commission
Two Year Term to expire September 30, 2004 or until a successor is appointed
(Patricia Hymes - reappointment)
- II.** One *Democratic* Member
Youth Commission
Three Year Term to expire September 30, 2005 or until a successor is appointed
(Scott Suty - reappointment)

**TOWN COUNCIL REFUSE WORKSHOP
SPECIAL MEETING
LUDLOW ROOM – TOWN HALL
OCTOBER 21, 2002**

Unapproved Minutes

PRESENT: Mayor Trinks, Deputy Mayor Curtis, Councilor Broxterman, Councilor Jepsen, Councilor Mulligan, Councilor Pacino, Councilor Simon, Councilor Walker

STAFF PRESENT: Town Manager Leon Churchill, Assistant Town Manager Peter Souza, Solid Waste Manager Mark Goosens, Health & Social Services Director Charles Petrillo, Finance Director Gregg Pavitt, Director of Public Works Brian Funk

1. Call to Order

Mayor Trinks called the meeting to order at 5:45 p.m.

2. Discussion of Refuse Disposal Issues

Town Manager Churchill introduced the topic of solid waste collection and disposal. The landfill is projected to reach municipal solid waste capacity in 2006. Closing of the landfill requires the town to make a number of decisions including designating a disposal site for municipal solid waste. Such a decision presents the need to evaluate alternative disposal options and associated issues related to collection methods, recycling, and the degree of town involvement.

Assistant Town Manager Souza and Solid Waste Manager Mark Goosens provided background information on the following topics:

- a) current collection and disposal system
- b) disposal alternatives
- c) solid waste practices across Connecticut
- d) recycling efforts
- e) regulatory rules for towns and cities

A series of policy questions which need to be examined were outlined:

1. Which is more important to the consumer in Windsor?
 - a) The ability to set out at the curb the same type of refuse that occurs now, or
 - b) The lowest cost disposal alternative which may exclude or provide for separate collection or acceptance of large or unusual items.
2. What is the desired level of local government involvement or regulation in refuse collection?
 - a) minimal involvement (current system)
 - b) increased regulation through franchising or contracting for town wide collection and disposal services.
3. What type of system encourages increased recycling source reduction?
 - a) Unit based pricing (Pay-As-You-Throw)

The Councilors would like staff to provide them with the following information:

1. Provide a list of towns currently using the Pay-As-You-Throw program
2. Research Tolland and Ellington recycling programs
3. Look at white paper as part of commercial recycling efforts
4. Review the fire districts' authorities/charter
5. Obtain recent fire district financial reports and lists of district board members
6. Research the cost associated with providing collection services using town forces

The Town Council decided to hold another workshop on November 18, 2002 at 5:30 p.m. to continue discussing these topics.

3. Adjournment

The meeting was adjourned at 7:05 p.m.

Respectfully submitted,

Peter Souza
Recording Secretary

**Windsor Town Council
Council Chambers – Town Hall
November 4, 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, Councilor Albano, Councilor Broxterman, Councilor Jepsen, Councilor Mulligan, Councilor Pacino, Councilor Simon and Councilor Walker
2. Prayer – Councilor Simon
3. Pledge of Allegiance – Councilor Simon
4. Proclamations/Awards
 - A. Caring Connection Adult Day Health Center 15th Anniversary

Councilor Walker read the proclamation honoring the Caring Connection Adult Day Health Center's 15th Anniversary.

5. Public Communications and Petitions

None.

6. Report of Appointed Boards and Commissions

- A. Wilson/Deerfield Advisory Committee

Ken Means, Chairperson of the Wilson/Deerfield Advisory Committee, submitted a report in writing. It read as follows:

I apologize for not being able to meet with the Council this evening but I currently have a standing Monday evening job-related responsibility so I hope this report will serve to update the Council on the activities of the Wilson/Deerfield Advisory Committee.

The Wilson/Deerfield Advisory Committee meets on the fourth Wednesday of each month at 7:30 p.m. in the Wilson Branch Library. All meetings are open to the public and there is currently an effort to reach out to the neighborhood and encourage attendance. This is being done by targeting mailings. It is the intent of the group to post notices and more fully utilize the public access television station in the future.

- 1) WDAC serves as the citizen participation body for the Town's Community Development Block Grant programs. The Town is required to hold two (2)

public hearings during the life of any CDBG grant. The intent is to apprise the public of funding opportunities and access the needs of the community. WDAC held two public hearings during the year ending June of 2002.

- 2) WDAC has had a number of guests who have been invited to the group to share information and receive input. They include the following individuals:

Tom Lenehan, the Town Engineer, met with the group to present the proposed plans for the adult day care facility at 330 Windsor Avenue and receive input;

Jim Burke, the Economic Development Director, met with the group to present a preliminary concept for the reuse of the redevelopment parcel (Windsor Ave. immediately south of I-291) and seek input on the same;

The Windsor Police Department and the Town's Recreation Department met with WDAC to explain what activities are taking place at the PAL Center.

WDAC plans to have a representative from Hopewell Baptist Church at their next meeting.

- 3) The Committee has provided staff with information involving quality of life issues, which was subsequently passed on to the appropriate parties (Public Works, the State Department of Transportation). This has served as an effective conduit and resulted in the removal of some junk vehicles, identified problems with private and public properties that may have otherwise gone unnoticed. On at least one occasion the comments from WDAC were used to establish conditions on a special use permit approved by the Planning & Zoning Commission.
- 4) Several recognition awards were presented to businesses, which have contributed to the vitality of the neighborhood.

There are currently several vacancies on the Wilson/Deerfield Advisory Committee and the committee requests that the Council consider filling the vacancies so as to help maintain the strength of the Committee.

B. Windsor Housing Authority

Ms. Rita Melley-Coyne, Vice Chair of Windsor Housing Authority gave an update to the Council. She reviewed the duties of the WHA. They currently have two programs, the Elderly and Disabled Housing Program and Section 8 Rental Assistance Program, both

operated under state guidelines. There are 40 individuals on the waiting list for the Elderly and Disabled Housing Program and 78 on the Section 8 waiting list. The renters rebate program is operated through the State of Connecticut. The WHA provides safe, decent, affordable housing to Windsor residents who qualify.

C. Board of Education

Ms. Jane Garibay, President of the BOE, reported to the Town Council. Tomorrow is a Professional Day for teachers and Dr. Henry Lee will be speaking to a group of teachers. The CAPT results are in and results were that most students either maintained or improved in all areas. Students who have been in the Windsor school system for a longer length of time have scored higher on the tests. Mr. Rick Broderick is one the nominees for Teacher of the Year statewide program. The BOE budget forums start next week and all are welcome to attend. Next week there will be a recognition event at Huntington House for teachers in the school system. The WHS media center is now occupied and the science rooms will be occupied by November 14th.

Councilor Pacino asked if the CAPT results were sent home to parents. Ms. Garibay responded that the parents have received the results. The State of Connecticut has required that all schools have graduation requirements in place by 2006. In Windsor, one of the graduation requirements will be CAPT scores, but it will not be the only criteria.

Deputy Mayor Curtis commented that it's important for the public to know that children who have been in the school system longer are doing very well on the CAPT tests.

Councilor Jepsen asked if the BOE is reviewing the budget. Ms. Garibay said they review reports on a regular basis and the Finance Committee is working toward making it easier to read and understand the Board of Education budget document.

7. Town Manager's Report

Veteran's Day Observance

The Town of Windsor Holiday Observance Committee extends an invitation to all residents to attend the annual Windsor Veteran's Day Observance, which will be held on Monday, November 11, 2002 at 7:00pm at the VFW located on Broad Street.

This year's speaker is Windsor resident John Carmon who will speak on the significance of memorials.

In addition to the address by Carmon, the traditional "Salute to the Dead" and patriotic musical selections by the Windsor High School Band will be featured as well as a proclamation from Windsor Mayor Donald Trinks. For further information, call 285-1835.

