



Council Agenda

Council Chambers
Windsor Town Hall
February 3, 2003



7:15 PM Public Hearing

Public Hearing to hear budget requests from citizens for Fiscal Year 2003/2004 budget.

7:30 PM Regular Council Meeting

1. ROLL CALL
2. PRAYER – Councilor Mulligan
3. PLEDGE OF ALLEGIANCE – Councilor Mulligan
4. PROCLAMATIONS/AWARDS
5. PUBLIC COMMUNICATIONS AND PETITIONS
(Three minute limit per speaker)
6. REPORT OF APPOINTED BOARDS AND COMMISSIONS
 - a) Board of Education
7. TOWN MANAGER'S REPORT
8. COMMUNICATIONS FROM COUNCIL MEMBERS
9. REPORTS OF STANDING COMMITTEES
10. ORDINANCES
 - a) Tabled Items
 1. *Adopt an Ordinance appropriating \$270,000 for improvements to Sage Park Middle School and Windsor High School Athletic Fields, and Authorizing the issue of \$270,000 bonds and notes to finance the appropriation.
 2. *Adopt an Ordinance appropriating \$335,000 for Window Replacement at Clover Street School, and authorizing the issue of \$335,000 bonds and notes to finance the appropriation.”
11. UNFINISHED BUSINESS
 - a) *Introduce amendments to the Alarm ordinance. (Councilor Broxterman)



- b) *Set Public Hearing on March 3, 2003, at 7:15 p.m. (prevailing time) for the purpose of receiving public input on amendments to Alarm ordinance. (Councilor Broxterman)

12. NEW BUSINESS

- a) * Authorize the Town Manager to execute a contract regarding Long Island Sound Ecosystem Tank and Education Program. (Town Manager)
- b) *Approval of the purchase of a reverter from the State of Connecticut and sales agreement with ADV0, Inc. (Town Manager)
- c) *Refer to Special Town Meeting on February 18, 2003 at 7:00 p.m. (prevailing time), approval of the purchase of a reverter from the State of Connecticut and sales agreement with ADV0, Inc. (Town Manager)
- d) *Approval of the purchase and sales agreement for property located at 458 Windsor Avenue. (Town Manager)
- e) *Refer to Special Town Meeting to be held on February 18, 2003 at 7:00 p.m. (prevailing time), approval of the purchase and sales agreement for property located at 458 Windsor (Town Manager)

13. * RESIGNATIONS AND APPOINTMENTS

14. MINUTES OF PRECEDING MEETINGS

- a) *Minutes of the January 21, 2003 Public Hearing (Sage Park/WHS Athletic Fields)
- b) *Minutes of the January 21, 2003 Public Hearing (L.P. Wilson Roof)
- c) *Minutes of the January 21, 2003 Public Hearing (Clover St. Window Replacement)
- d) *Minutes of the January 21, 2003 Regular Town Council

15. PUBLIC COMMUNICATIONS AND PETITIONS

(Three minute limit per speaker)

16. EXECUTIVE SESSION

17. ADJOURNMENT


★Back-up included

Agenda Item Summary

Date: February 3, 2003

To: Honorable Mayor and Members of the Town Council

Prepared By: Gregg Pavitt, Director of Finance
Brian Funk, Director of Public Works

Reviewed By: Leon Churchill, Town Manager 

Subject: Improvements to Sage Park Athletic Fields Bond Ordinance

Background

The athletic fields at Sage Park are the most heavily used in the Town of Windsor. These facilities include O'Brien Field which is used by Windsor High School for football and lacrosse games, track and field meets, as well as by the Windsor Giants for football games. The remainder of Sage Park is used for High School and Recreation baseball games and practices, High School soccer and lacrosse practices and games, High School football practice, Windsor Giants football games and practices, gym classes for Sage Park Middle School, as well as for a developing athletic program at the Middle School.

Discussion/Analysis

The turf at Sage Park is being worn out by current use. In addition, the layout of the fields at Sage Park could be more efficient if modified. This project would entail installing an irrigation system at Sage Park, improving the effectiveness of the existing irrigation system at O'Brien Field; replacing the "crown" at O'Brien Field to improve drainage, followed by the re-sodding of the field; moving of certain drainage structures at O'Brien Field to allow for its potential use for soccer games; moving of the baseball field at Sage Park from the center of the park to the southwest corner in order to provide for a more efficient layout of fields in the park; improving drainage in Sage Park; as well as replacing some of the fencing at the park, especially along the property lines.

Financial Impact

The total anticipated cost of this project is \$319,000; which includes \$263,000 of new bonding, \$7,000 in bonding costs, and \$49,000 from capital project account 9313 for field improvements to O'Brien Field. This figure is \$77,000 more than the original estimate of \$180,000. The annual debt service to pay back the bond will be determined by the interest rate that is in effect at the time of bond issuance (anticipated to be March, 2003). Annual debt repayment is expected to be approximately \$25,000 in the first year of the twenty year bond. It is unknown whether any portion of these costs are eligible for reimbursement (estimated at 23%) from the State of CT.

Other Board Action

This project is included in the Capital Improvements Program for the current fiscal year (FY 2003). In addition, this last spring, the Town Council approved moving \$50,000 from the Public Works General Fund budget to create capital project account 9313 for field improvements for O'Brien Field. As stated above, it is proposed that this amount be incorporated into this project.

Recommendations

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

MOVE that the following ordinance entitled, “AN ORDINANCE APPROPRIATING \$270,000 FOR IMPROVEMENTS TO SAGE PARK MIDDLE SCHOOL AND WINDSOR HIGH SCHOOL ATHLETIC FIELDS, AND AUTHORIZING THE ISSUE OF \$270,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION be adopted.”

Attachments

Bond Ordinance

AN ORDINANCE APPROPRIATING \$270,000 FOR IMPROVEMENTS TO SAGE PARK MIDDLE SCHOOL AND WINDSOR HIGH SCHOOL ATHLETIC FIELDS, AND AUTHORIZING THE ISSUE OF \$270,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION

BE IT HEREBY ORDAINED,

Section 1. That the Town of Windsor appropriate TWO HUNDRED SEVENTY THOUSAND DOLLARS (\$270,000) for improvements to the Sage Park Middle School and Windsor High School athletic fields, including the installation of an irrigation system at the Sage Park Middle School athletic fields, moving of the baseball field from the center to the southwest corner of the area; drainage improvements, and replacement of portions of the fencing; improvements to O'Brien Stadium at Windsor High School including improvements to the existing irrigation system, replacement of the field crown to improve drainage, re-sodding, and moving of various drainage structures to allow for potential use for soccer games; and related improvements and work. The appropriation may be spent for design, construction, 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 SEVENTY THOUSAND DOLLARS (\$270,000) 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 SEVENTY THOUSAND DOLLARS (\$270,000). 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: February 3, 2003

To: Honorable Mayor and Members of the Town Council

Prepared By: Gregg Pavitt, Director of Finance
Brian Funk, Director of Public Works

Reviewed By: Leon Churchill, Town Manager 

Subject: Clover Street School Window Replacement Bond Ordinance

Background

Approximately half of the windows in the original portion of the Clover Street School's main building, Library building, and Buildings #1, #2, #5 and #6 are of the full height, single pane, store front type. Due to the considerable heat loss from these windows, condensation accumulates and uncomfortable and distracting drafts result.

Discussion/Analysis

Replacement of these windows will significantly improve the comfort level for both students and staff, enhance the appearance of the facility's exterior, and reduce fuel consumption. In addition, certain doors to the school require replacement because they cannot close properly. This action will also reduce fuel consumption.

Financial Impact

The total anticipated cost of this project is \$335,000, including \$10,000 in bonding costs. This estimate is \$502,000 below original estimates. The annual debt service to pay back the bond will be determined by the interest rate that is in effect at the time of bond issuance (anticipated to be March 2003). First year debt repayment is expected to be approximately \$31,825 for the first year of the twenty year bond.

Other Board Action

This project is included in the Capital Improvements Program (CIP) for the current fiscal year. In addition, at its meeting of March 4, 2002, the Town Council appointed the Public Building Commission to oversee the project.

Recommendations

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

“AN ORDINANCE APPROPRIATING \$335,000 FOR WINDOW REPLACEMENT AT CLOVER STREET SCHOOL, AND AUTHORIZING THE ISSUE OF \$335,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION” having appeared on the December 16, 2002 agenda as item 12 (i) be hereby adopted following a public hearing on the aforesaid ordinance.

Attachment

Bond Ordinance

AN ORDINANCE APPROPRIATING \$335,000 FOR WINDOW REPLACEMENT AT CLOVER STREET SCHOOL, AND AUTHORIZING THE ISSUE OF \$335,000 BONDS AND NOTES TO FINANCE THE APPROPRIATION

BE IT HEREBY ORDAINED,

Section 1. That the Town of Windsor appropriate THREE HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$335,000) for costs of window replacement at Clover Street School and related work and improvements. The appropriation may be spent for design 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 THREE HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$335,000) 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 THREE HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$335,000). 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: February 3, 2003

To: Honorable Mayor and Members of the Town Council

Prepared by: Peter Souza, Assistant Town Manager

Reviewed by: Leon Churchill, Town Manager 

Subject: Amendments to the Alarm System Ordinance

Background

Both the Police Department and the Volunteer Fire Department respond to a significant number of calls for service related to security and fire alarm systems. The Police Department responded to over 2,300 alarm calls in 2001, which is 4.75% of the total calls. In 2001 approximately 30% of the Fire Department's 1,000 calls were classified as false alarms. In addition to committing valuable and limited resources, false alarms also increase the risk of accidents and injuries involving emergency personnel and the public. The National Fire Protection Association reports that more than 33% of all firefighter casualties are from responding to and returning from fire calls.

Discussion and Analysis

In addition to efforts of the Police Department to increase compliance with the existing ordinance, the Fire Marshal's Office has been seeking to reduce the number of false alarms with particular emphasis on residential structures with repeat false alarms. The Fire Marshal's Office increased efforts in the areas of educating consumers, licensing of installers, and inspections. As a result, in 2001 false residential alarms decreased with virtually no repeat sites.

The problem of repeat false fire alarms still exists primarily in non-residential structures. In 2001 35% of the false fire alarms originated from fourteen sites. It is recommended that the efforts used to address the problem with repeat alarms at residential sites be augmented with updating and strengthening the current Alarm System ordinance to reflect current technology as well as best practices.

It is proposed that the Town Council consider amending the existing ordinance in the following areas:

- Reduce the number of allowed false fire alarms from 6 to 2 per calendar year
- Allow the police and fire departments to modify or reduce response to properties which have more than ten false security and fire alarms per any one calendar year
- Existing alarm systems are to be registered with the town
- New alarm systems are to be registered with the town
- Establishes installation criteria

- Alarm system vendors would provide each year a list of all sites in the town they service
- Adjusts the fee schedule for false fire alarms
- Deletes language relative to outdated technology

Financial Impact

There will not be a need for additional staffing. Increased clerical and administrative responsibilities will be met with existing staff and through the use of the internet and software applications.

Recommendations

If the Town Council is in agreement, that the following actions would be in order:

- 1) Waiving of the full reading.

RESOLVED, that the reading into the minutes of the text of the ordinance amending Chapter 12, Article II of the Windsor Town Code, is hereby waived, the full text of the ordinance having been distributed to each member of the Council and copies being made available to those persons attending this meeting; and that the full text of the ordinance be recorded with the minutes of this meeting.

- 2) Introduction of Ordinance

MOVE to introduce an ordinance amending Chapter 12, Article II, Alarm System.

- 3) Set Public Hearing Date

“RESOLVED, that a public hearing be held at the Windsor Town Hall, Monday, March 3, 2003 at 7:15pm (prevailing time) for the purpose of receiving public comment on a proposed ordinance amending Chapter 12, Article II, Alarm System, of the Windsor Town Code

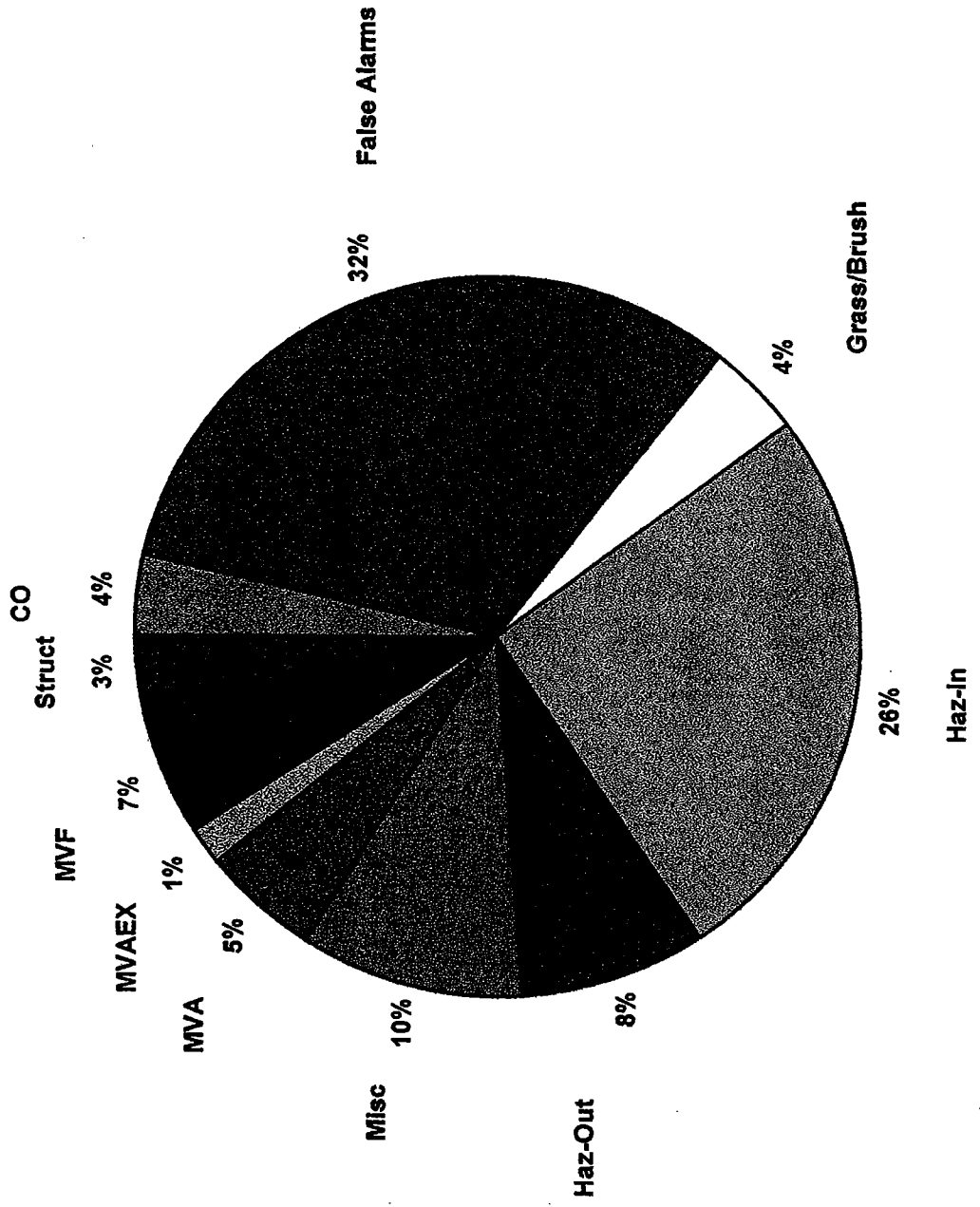
And

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

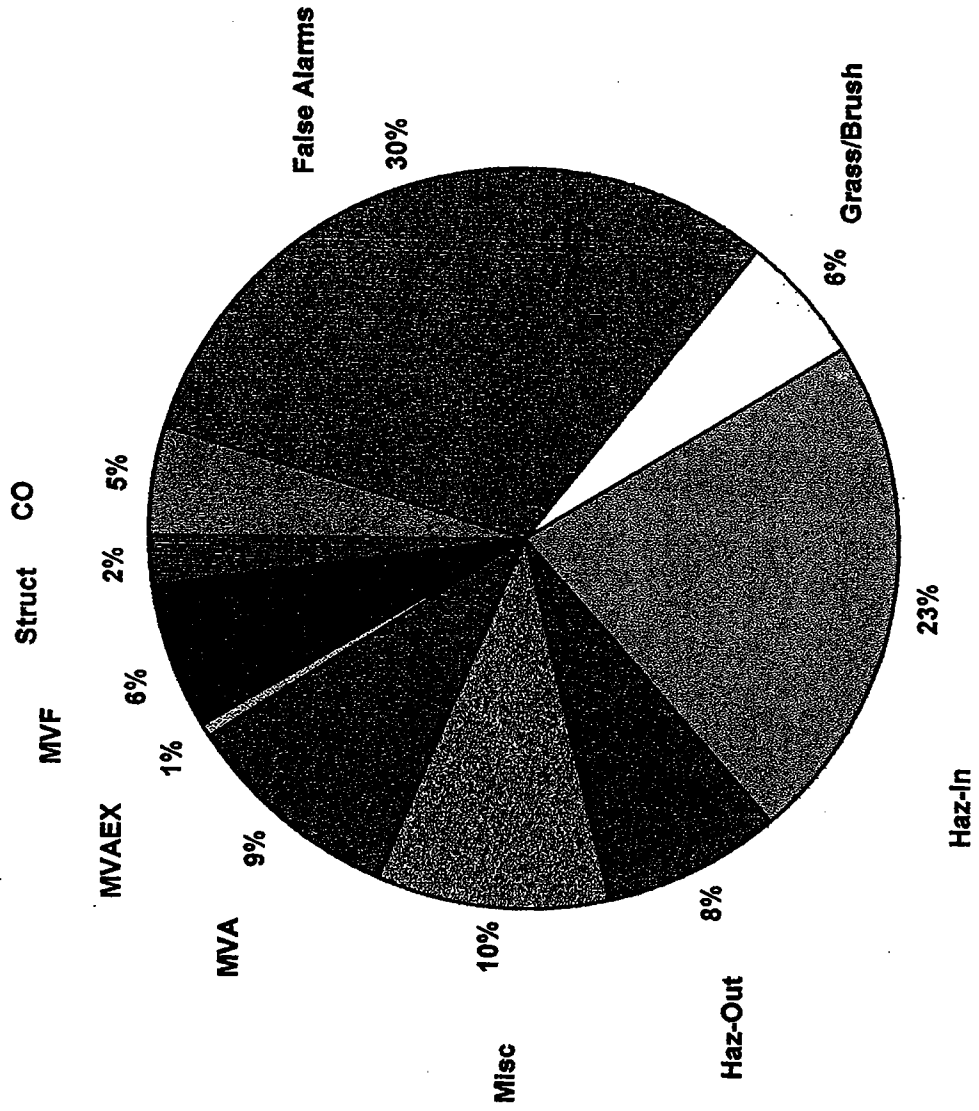
Attachments

Proposed ordinance amendments
Fire Department Response for 2001 and 2002

Responses By Alarm Types Jan-Jun 2002



Responses By Alarm Types Jan - Dec 2001



CHAPTER 12
ARTICLE II

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

Chapter 12, Article II. ALARM SYSTEMS of the *Windsor Code* is amended as follows:

Section 1. 12-20 Alarm System is amended to read as follows: An assembly of equipment and devices or a single device, arranged to signal the presence of a hazard requiring urgent attention and to which police or fire personnel are expected to respond. In this article, the term "alarm system" shall include the terms "automatic holdup alarm systems", "burglar alarm systems", "holdup alarm systems", "manual holdup alarm systems" and "fire alarm systems" as those terms are herein defined. Alarm systems which monitor any other condition not directly related to the detection of an unauthorized intrusion into a premises or an attempted robbery or a fire or smoke condition at a premises are specifically excluded from the provision of this article.

Section 2. 12-20 Commissioning is amended to read as follows: The owner of any protected premises served by a fire alarm system may declare a commissioning period not to exceed 30 days for the purpose of testing a fire alarm system as part of new construction or major renovation that impacted the fire alarm system. Such period shall be approved by the Fire Marshal and shall, if declared and approved by the Fire Marshal, be part of a temporary Certificate of Occupancy issued by the Building Official for that project.

Section 3. 12-20 False Alarm is amended to read as follows: The activation of an alarm system through mechanical failure, malfunction, improper installation, or the negligence of the owner or lessee of an alarm system or of the owner's or lessee's employees or agents. Such terminology does not include, for example, alarms caused by hurricanes, tornadoes, earthquakes, or other violent conditions. False alarms as defined in this article also do not include those alarms that are transmitted with a criminal, malicious, or mischievous intent.

Section 4. 12-20 Fire Department is amended to read as follows: The Town of Windsor Volunteer Fire Department.

Section 5. 12-22 (b)(1) Enforcement and Administration is amended to read as follows: A protected property is allowed three (3) false personal or premises security alarms to which Police are expected to respond in any one calendar year. After each false alarm, the protected property must investigate the cause, provide a remedy and report the action taken to the Police Chief as appropriate.

Section 6. 12-22 (b)(2) Enforcement and Administration is amended to read as follows: For each false fire alarm in any one (1) calendar year after the second, the Town shall charge a response fee; such fee to be established by the Town Council and published in the official price guide.

Section 7. 12-22 (b)(3) Enforcement and Administration is amended to read as follows: Upon receipt of the fourth false burglary or holdup alarm, the town shall charge a fee for said fourth false burglary or holdup alarm and each false alarm thereafter in any one (1) calendar year; such fee to be established by the town council and published in the official price guide.

Section 8. 12-22 (e) Enforcement and Administration is amended to read as follows: The failure of a protected property to comply 1) with the reporting requirements of Sec. (b) (1) or failure to pay the penalties levied under Sec. (b)(2) or 2) to have more than 10 false personal or premises security or false fire alarms in any one calendar year shall cause the Police Chief or Fire Chief, as appropriate, to issue a written notice to the protected property that a reduced response assignment will be dispatched until all systems are serviced by a licensed contractor and restored to proper (false alarm free) operating condition.

Section 9. 12-23 (a) Alarm Registration is amended to read as follows: Existing alarm systems must, within 90 days of adoption of this ordinance, be registered with the Town of Windsor. Alarm registration forms will be provided by the Town.

Section 10. 12-23 (b) Alarm Registration is amended to read as follows: After the 90 day registration period, any non-registered, protected properties shall be subject to the penalties of Sec. 1-8 of this Code.

Section 11. 12-23 (c) Alarm Registration is amended to read as follows: For new alarms installed after adoption of this Ordinance, the protected property must obtain an electrical permit for the installation and register with the Town of Windsor on registration forms provided by the town. For new alarm systems, they shall not be considered in service until after inspection and acceptance by the Police Chief or Fire Marshal, as appropriate. Failure to comply with these requirements shall subject the protected property to the penalties of Sec. 1-8 of this Code.

Section 12. 12-25 Installation Criteria is amended to read as follows: Any alarm system installed in the Town of Windsor after the adoption of this amendment shall comply with the following:

- (a) Be installed as per the manufacturer's specifications.
- (b) Be installed utilizing only equipment listed for alarm signaling purposes.
- (c) Be installed and maintained in compliance with NFPA Standard 72 as adopted by the State of CT for fire alarm purposes.
- (d) Be installed and maintained in compliance with such nationally recognized standards as adopted by the State of CT for police alarm purposes.
- (e) No alarm systems shall be installed that utilize or rely on any features that may require the use of primary emergency and business phone numbers or

lines utilized at the Public Safety Complex.

Section 13. 12-26 (a) List of Installations is amended to read as follows: Every alarm business that provides alarm services in the Town of Windsor, shall maintain a current list of such installations for inspection by the Police Chief or Fire Marshal as appropriate during the course of their official duties.

Section 14. 12-26 (b) List of installations is amended to read as follows: Every alarm business shall provide a list to the Town of Windsor by January 15th of each calendar year of all sites it serves within the town and such list(s) shall be updated by the alarm businesses whenever there is a change.

Section 15. 12-27 (a) Operating instruction services is amended to read as follows: Every alarm business that provides alarm services to the Town of Windsor shall furnish to the town instructions that provide adequate information to enable persons using such an alarm to operate it properly and, if the alarm is to be serviced or maintained by another alarm business, shall furnish such other alarm business with a manual or other information necessary to enable it to service or properly maintain such alarm.

Section 16. 12-27 (b) Operating instruction services is amended to read as follows: If the police chief or fire marshal reasonably finds such information to be incomplete or unclear, or inadequate to explain how the alarm operates and is constructed, such officer may require the alarm business to revise the information to meet such officer's approval, and then to distribute the revised information to persons who have had such alarms installed as well as to persons subsequently having such alarms installed.

Section 17. 12-27 (c) Operating instruction services is amended to read as follows: Every alarm business that provides alarm services to any person which is installed on such person's premises in the town shall provide or make available at all times service to repair such alarm should it malfunction, and shall furnish to the person buying or leasing such alarm written information concerning how service may be obtained at any time, including telephone number to call for service.

Section 18. Savings Clause is amended to read as follows: The enactment of this Ordinance shall not operate as an abatement of any action or proceeding now pending under or by the authority of any existing law or ordinance. All of said actions and proceedings are hereby ratified to be continued.

Section 19. Severability is amended to read as follows: All provisions of the Windsor Town Code in conflict herewith are hereby repealed. If for any reason any word, clause, paragraph or section of this Ordinance shall be held to make the same unconstitutional, this Ordinance shall not hereby be invalidated and the remainder of the Ordinance shall continue in effect. Any provision herein that is in conflict with the *Connecticut General Statutes* is hereby repealed, it being understood that said *Statutes* shall take precedence over this Ordinance.

Section 20. Effective Date is amended to read as follows: This Ordinance shall become effective ten (10) days after publication in a newspaper having a circulation in Windsor.

APPROVED AS TO FORM:

Town Attorney

ATTEST:

Distributed to Town Council

Public Hearing Advertised

Public Hearing

Adopted

Advertised

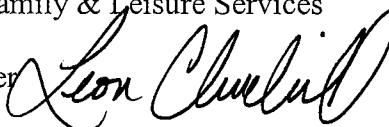
Effective Date

Agenda Item Summary

Date: February 3, 2003

To: Honorable Mayor and Members of the Town Council

Prepared By: Robin Newman, Director of Family & Leisure Services

Reviewed By: Leon Churchill, Town Manager 

Subject: Long Island Sound Ecosystem Tank and Education Program

Background

The State Department of Environmental Protection submitted a contract to the town of Windsor for the Northwest Park Nature Center, which will provide funding under the Long Island Sound Fund for the project entitled "Long Island Sound Ecosystem Tank and Education Programs." This contract is in the amount of \$6,805, and will give the Park an opportunity to enhance both the Nature Center's exhibits and environmental education programs.

Discussion/Analysis

The purpose of this contract is to raise environmental awareness about the Long Island Sound and its resources, to improve public knowledge of local water resources, and to provide an up-close look at marine animals and their importance to the ecosystem.

One of Northwest Park's goals for this year is to design an environmental habitat for marine animals to be housed in the Nature Center. The habitat will include a 120-gallon tank, plants, gravel, filter, aerator and 'instant ocean.' Marine life for the exhibit will be collected from Long Island Sound and will be used in environmental education programs emphasizing the interaction of living animals and their environment, and their interdependence on each other. The Ecosystem Tank will raise student's awareness of Long Island Sound ecology issues, gain further knowledge of local water resources, and provide an up-close look at marine animals. The marine tank will be an inter-tidal zone habitat with periwinkles, sea stars, small fish, crabs, seaweed, mussels and other salt-water animals and plants.

Financial Impact

None.

Other Board Action

None

Recommendations

If the Council is in agreement, passage of the following resolution is required:

"Resolved, that R. Leon Churchill, Jr., Town Manager is authorized to execute and deliver in the name and on behalf of the Town of Windsor a contract with the State of Connecticut, Department of Environmental Protection, for a grant of \$6,805 to conduct a Long Island Sound Ecosystem Tank and Education Program."

Attachments

Personal Service Agreement

Appendix A – Scope of Work

Appendix B – Schedule of Payments

Resolution/Incumbency Certification

PERSONAL SERVICE AGREEMENT

Long Island Sound License Plate Project Grant
(Long Island Sound Ecosystem Tank and Education Programs)

STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER
ACCOUNTS PAYABLE DIVISION

Rev.5/00 (Stock No. 170-01)

- PREPARE IN QUINTUPPLICATE.
- THE STATE AGENCY AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
- ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS STATED ON THE REVERSE SIDE OF THIS SHEET.

| | |
|---|-----------------------------|
| (1) <input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> AMENDMENT | (2) IDENTIFICATION NO. P.S. |
|---|-----------------------------|

| | | |
|------------|--|---|
| CONTRACTOR | (3) CONTRACTOR NAME Town of Windsor | (4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |
| | CONTRACTOR ADDRESS 145 Lang Road, Windsor, CT 06095 | CONTRACTOR FEIN/SSN 000-00-0164 |

| | | |
|--------------|---|------------------------|
| STATE AGENCY | (5) AGENCY NAME AND ADDRESS DEP - Office of Long Island Sound Programs, 79 Elm Street, Hartford, CT 06106-5127 | (6) AGENCY NO. 3100 |
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|-----------------|---------------------------|-----------------------|--|
| CONTRACT PERIOD | (7) DATE (FROM) Execution | THROUGH (TO) 12/31/03 | (8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. <input checked="" type="checkbox"/> NEITHER |
|-----------------|---------------------------|-----------------------|--|

| | | |
|---------------------|--|---|
| CANCELLATION CLAUSE | THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELED BY THE STATE AGENCY, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT). | (9) REQUIRED # OF DAYS WRITTEN NOTICE: 30 |
|---------------------|--|---|

(10) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)

1. Performance
Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof. Appendix A consists of two pages numbered A-1 through A-2, inclusive.

Continued on Pages 3 and 4 of 4, which are attached hereto and made a part hereof.

Page 1 of 4
(Page 2 of 4 is the reverse side of this sheet)

(11) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

Cost and Schedule of Payments is attached hereto as Appendix B, and made a part hereof. (Appendix B consists of one page numbered B-1).

Total Award Not to Exceed the Maximum Amount of \$6,805.00

50% shall be released following execution of this contract. Remainder shall be released following completion of all work tasks as described in Appendix A.

| | | | | | | | | | | |
|-------------------------------------|--------------------|-------------------------------------|--------------------------|--|-------------------------------------|----------------------|--|--|----------------|-----------------|
| (12) ACT CD | (13) DOC TYP | (14) COM. TYP | (15) LSE. TYP | (16) ORIG. AGCY 3100 | (17) DOCUMENT NO. | (18) COMMIT. AGCY | (19) COMMIT. # | (20) VENDOR FEIN/SSN-SUFFIX 000-00-0164 | | |
| (21) COMMITTED AMOUNT \$6,805.00 | | | | | (22) OBLIGATED AMOUNT \$6,805.00 | | (23) CONTRACT PERIOD (FROM / TO) Execution - 12/31/03 | | | |
| (24) ACT CD | (25) COMM LINE NO. | (26) COMMITTED AMOUNT \$6,805.00 | (27) COMM. AGCY. 3100 | (28) COST CENTER FUND SID 1177 183 | | (29) OBJECT 05330 | (30) FUNCTION 110 | AGENCY TAIL (31) ACTIVITY 1004 | (32) EXTENSION | (33) F.Y. 02 |

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a work-for-hire arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code section 3121(d). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

| | |
|---|---|
| ACCEPTANCES AND APPROVALS | (34) STATUTORY AUTHORITY CGS Sec. 22a-6(a)(2) as amended CGS Sec. 22a-27k |
| (35) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE) | TITLE DATE |
| (36) AGENCY (AUTHORIZED OFFICIAL) | TITLE DATE Deputy Commissioner |
| (37) OFFICE OF POLICY & MGMT./DEPT. OF ADMIN. SERV. | TITLE DATE |
| (38) ATTORNEY GENERAL (APPROVED AS TO FORM) | DATE |

EXECUTIVE ORDERS

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 part 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. This contract is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999, and, as such, this contract may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. 16, which is attached hereto and incorporated herein as Attachment 1. The parties to this contract, as part of the consideration hereof, agree that a requirement for compliance with Executive Order No. 16 shall be included in any subcontracts or other compliance with that may result from the contract. The parties agree to abide by such Executive Order.

NON-DISCRIMINATION CLAUSE**PURSUANT TO C.G.S. SEC. 4a-60**

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

For the 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.

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.

(a) (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 such 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 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 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 secs. 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to section 46a-56, 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 it relates to the provisions of this section and section 46a-56. If the contractor is for 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 project.

(b) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent 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 section 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.

(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 (a) 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 section 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.

PURSUANT TO C.G.S. SEC. 4a-60a

The contractor agrees to the following provisions:

(a)(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 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; (2) 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; (3) 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; (4) 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.

(b) The contractor shall include the provisions of subsection (a) 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 commissioner may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation 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.

INSURANCE

The contractor agrees that while performing services specified in this agreement that he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to Asave 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.

STATE LIABILITY

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.

2. Commissioner. For the purposes of this contract, "Commissioner" means the Commissioner of Environmental Protection or his designated agent. All correspondence submitted in accordance with this contract shall be submitted to: Long Island Sound Fund Coordinator, Department of Environmental Protection - Office of Long Island Sound Programs, 79 Elm Street, Hartford, CT 06106-5127.
3. Acknowledgment. The Contractor shall provide credit to the Long Island Sound Fund for its contribution to the project. For such purpose, the attached Long Island Sound License Plate logo (see Appendix C) shall appear on any product, including but not limited to, publicity campaigns, signs, displays, advertisements, printed materials, or other documents for distribution prepared under the terms of this contract.
4. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this contract. Such approval shall not be unreasonably withheld.
5. Change in Scope of Work. Any proposed change in the Scope of Work included in Appendix A must be requested in writing to the Commissioner and, if acceptable, authorized through a contract amendment. Changes in the Scope of Work may not be made in any other way.
6. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner or his authorized representative at his sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in his sole discretion, terminate or cancel this contract.
7. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this agreement are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
8. Assignability. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
9. Officials Not to Benefit. No member of or delegates to the Congress of the United States of America, no resident Commissioner, and no elected or appointed municipal official shall be admitted to any share or part hereof or to any benefit to arise herefrom.
10. State Audit. The contractor agrees that it will have its financial records audited at the close of the contractor's fiscal year and provide that audit to the Commissioner, all in accordance with Connecticut General Statutes Section 7-396a and Sections 4-230 through 4-236 and any applicable Regulations which are or may be promulgated.

11. Termination for Cause. The Commissioner reserves the right to terminate the assistance in whole or in part, at any time before the date of completion. The Contractor will be given written notice of its failure to comply with the conditions of the award and an opportunity to resolve the situation. If no resolution is reached, the Commissioner shall promptly notify the Contractor in writing of the termination and the reasons therefore, together with the effective date which shall be determined by the Commissioner in his sole discretion. In connection with such termination, payments made to the Contractor or recoveries by the Commissioner shall be in accord with the legal rights and liabilities of the parties.

The Contractor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as legally possible. The Commissioner shall allow full credit to the Contractor for noncancelable obligations, properly incurred by the Contractor prior to termination, provided that the products, results, or benefits of those obligations shall be applied in accordance with the contract.

The Contractor shall immediately refund to the Commissioner any balance of unobligated (unencumbered) cash advance to the Contractor that is not authorized to be retained.

12. Third Party Participation. The Contractor may make sub-awards to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated at least 2 weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant.
13. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000.00 or more per unit be approved by the Commissioner before acquisition.
14. Definition of "Execution." This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for \$3,000.00 or more, by the authorized representative of the state Attorney General's office.
15. This contract is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999, and, as such, this contract may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. 16, which is attached hereto and incorporated herein as Attachment 1. The parties to this contract, as part of the consideration hereof, agree that a requirement for compliance with Executive Order No. 16 shall be included in any subcontracts or other compliance with that may result from the contract. The parties agree to abide by such Executive Order.

APPENDIX A
SCOPE OF WORK

Purpose: To raise environmental awareness about Long Island Sound and its resources; to improve public knowledge of local water resources and to provide an up-close look at marine animals and their importance to the ecosystem.

Description: Conduct a project entitled: **Long Island Sound Ecosystem Tank and Education Programs**

- 1. Ecosystem Tank:** The Contractor shall purchase, install and maintain a 120-gallon marine organism tank and associated cover, timber base with cabinets, and associated equipment. Equipment shall include a filter system, circulating pump, UV sterilizer, fluid chiller, air pump and associated equipment, lighting, sea salt mixture, crushed coral and shell mixture, carved tufa rock, bacteria, plants, and plumbing fixtures. The ecosystem tank shall be located at a publicly accessible location within the Northwest Park & Nature Center, and shall provide an up-close look at marine intertidal organisms from Long Island Sound.
- 2. Collection of Long Island Sound Organisms:** The Contractor shall collect, in accordance with applicable collection permits, intertidal zone organisms including periwinkles, sea stars, small fish, crabs, marine macro-algae (seaweed), mussels, and other intertidal saltwater species. Organisms shall be housed in the ecosystem tank at the Northwest Park & Nature Center.
- 3. Education Program:** The Contractor shall create a new educational program curriculum focused on the ecosystem tank, emphasizing the interaction of living marine organisms and their environment, and their interdependence on each other. The program shall be provided to families and school groups who visit the Northwest Park & Nature Center to learn about Long Island Sound ecology issues. The Contractor shall also provide strategies for improvement of our natural environment, gain further knowledge of local water resources, and provide an up-close look at marine animals and their importance to the ecosystem. The marine ecology program shall specifically address issues such as the relationship between the Windsor community's environmental actions, both positive and negative, and how they directly affect the Long Island Sound ecosystem.
- 4. Acknowledgement of Funding:** Any publication or sign produced or distributed or any publicity conducted in association with this contract must provide credit to the Long Island Sound license plate program as follows: "Funding provided by the Long Island Sound Fund administered by the Connecticut Department of Environmental Protection (DEP), through the sale of Long Island Sound license plates and contributions." Where feasible, such credit must be given by using the attached logo (Appendix C). *At a minimum, use of the LIS Fund logo and funding phrase noted above is required on a durable acknowledgement plaque located adjacent to the ecosystem tank.*
- 5. Publication of Materials:** The Contractor must obtain written approval from DEP's Long Island Sound Fund Coordinator prior to distribution or publication of any printed material prepared under the terms of this contract.
- 6. Submission of Materials:** For the purposes of this contract, all correspondence, summaries, reports, products and extension requests shall be submitted to:

Department of Environmental Protection
Long Island Sound Fund Coordinator
Office of Long Island Sound Programs
79 Elm Street
Hartford, CT 06106-5127

- 7. Project Summaries:** Following execution of this contract, the Contractor shall provide summaries of project status to the Long Island Sound Fund Coordinator once every six months during the time in which this contract is in effect. Such summaries shall include a brief description (1 or more pages) indicating the work completed to date and the anticipated project completion date if different from the current contract expiration date.
- 8. Photographs:** The Contractor shall submit at least two high-quality photographs and their accompanying negatives, and at least two high-quality slides or electronic copies of digital photos featuring the project and suitable for publicity purposes to the Long Island Sound Fund Coordinator. At least one of the photographs and one of the slides or digital photos must show visitors of the Northwest Park and Nature Center viewing organisms in the Long Island Sound ecosystem tank.
- 9. Extensions:** If it is anticipated that the project can not be completed as scheduled, a no-cost extension must be requested in writing no later than 60 days prior to the expiration date of the contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. If deemed acceptable, approval will be received in the form of a contract amendment.
- 10. Final Report:** Within 30 days of the expiration date of this contract, the Contractor shall submit to the Long Island Sound Fund Coordinator, a Final Report including documentation, satisfactory to the Commissioner, demonstrating that all the elements of Appendix A have been met including, but not limited to: photographs depicting the installed Long Island Sound ecosystem tank, timber tank stand, and organisms; a durable Long Island Sound Fund acknowledgement plaque installed adjacent to the tank; a copy of the marine ecology educational program curriculum; copies of the town-wide brochure advertising the Contractor's programs; and copies of media coverage of the activity and any educational material produced and distributed in association with the program.
- 11. Final Financial Report:** Within 30 days of the expiration date of this contract, the Contractor shall submit a Final Financial Report to the Long Island Sound Fund Coordinator, with supporting documentation sufficient to demonstrate expenditures identified in the project proposal. Amounts spent on specific items such as tank and associated cabinet and cover, chiller, circulating pump, UV sterilizer, protein skimmer and pump, filter, bacterial, crushed coral, set-up supplies, plumbing fixtures, lighting, wave-maker, signage, delivery, set-up, installation, initial training, and 4 maintenance visits must be included.

APPENDIX B
SCHEDULE OF PAYMENTS

The Commissioner agrees to pay the Town of Windsor for performance of work contained in Appendix A (Scope of Work) in an amount which shall not exceed a maximum of six thousand, eight hundred and five dollars (\$6,805.00) which shall constitute full and complete compensation from the Commissioner for the services rendered hereunder.

The payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this project, prior to expiration of this contract, and shall be scheduled as follows provided that the total sum of all payments shall not exceed the maximum contract amount noted above.

- a. 50% of total amount following execution of this contract;
- b. remainder following completion of project to the Commissioner's satisfaction, review and approval of a Final Report and associated documentation demonstrating that all the elements of Appendix A have been met, and review and approval of a Final Financial Report indicating the expenses incurred in completing this project. Total sum of all payments shall not exceed total project costs.

Should total projects costs be less than the amount of payments made, any remaining funds must be refunded to the Connecticut Department of Environmental Protection through a check made payable to the "Long Island Sound Fund" within 90 days of the contract expiration date.



Be it resolved that it is in the best interests of the Town of Windsor to enter into contracts with the Department of Environmental Protection.

In furtherance of this resolution, the Town Manager is duly authorized to enter into and sign said contracts on behalf of the Town of Windsor. The Town Manager is further authorized to provide such additional information and execute such other documents as may be required by the state or federal government in connection with said contracts and to execute any amendments, recisions, and revisions thereto. (The Town Clerk is authorized to impress the seal of the Town of Windsor on any such document, amendment, recision or revision.)

I, _____, the _____ of the Town of Windsor, do hereby certify this to be a true copy of the resolution duly adopted at the _____ on _____, and that it has not been rescinded, amended or altered in any way, **and that it remains in full force and in effect.**

(Title)

Date



I, R. Leon Churchill, Town Manager of the Town of Windsor, DO HEREBY certify that as of _____, R. Leon Churchill holds the office of the Town Manager.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature and the corporate seal of the Town of Windsor this _____ day of _____.

(Signature)


(Title)

Agenda Item Summary

Date: February 3, 2003

To: Honorable Mayor and Members of the Town Council

Prepared By: Tom Lenehan, Town Engineer

Reviewed By: Leon Churchill, Town Manager 

Subject: Purchase and Sale Agreement between the Town of Windsor and ADVO, Inc.

Background

ADVO, Inc. has requested that the Town of Windsor release approximately 15,410 square feet of land to ADVO, Inc., to facilitate road improvements and other related site enhancements on their campus area.

Discussion/Analysis

ADVO, Inc. has presented a master plan for significantly upgrading their campus including a new main entry gateway, parking and entrance drive enhancements and extensive landscaping and site amenities. In support of their master plan, ADVO, Inc. has requested the Town release this land that is adjacent to Univac Lane. This land was given to the Town by the State of Connecticut, in October 2000, with the caveat that the area was to be used for highway purposes. ADVO, Inc. has decided not to accept this land with that condition, and the State is only willing to eliminate that condition if the Town purchases the property for \$36,000. ADVO, Inc. has written to the Town stating that they are willing to purchase the property for \$36,000. A draft Purchase and Sale Agreement has been prepared and reviewed by the Town Attorney. The Agreement calls for ADVO, Inc. to pay the amount upon execution of the Agreement, with a closing date of April 1, 2003, at which time the Town will have received a deed from the State and will deliver a quit claim deed for the property. Since this transaction exceeds \$10,000, a town meeting is required.

Financial Impact

None. The Town will be paid the \$36,000 in advance of paying the State for the parcel.

Other Board Action

At their meeting of September 11, 2001, the Town Planning and Zoning Commission previously recommended approval of releasing this parcel to ADVO, Inc. The Town Council approved the release on September 17, 2001. The Town Planning & Zoning Commission will be requested to approve the acquisition and sale of the parcel at its next meeting on February 11, 2003.

Recommendations

It is recommended that the Town Council approve the purchase and sale agreement contingent upon Town Planning & Zoning Commission 8-24 approval. Further it is recommended that the Council schedule a Special Town Meeting for 7:00 p.m. on Tuesday, February 18, 2003 and the approval of the purchase and sales agreement be referred to the Special Town Meeting for consideration. If the Town Council concurs the following motions would be in order.

MOVE that the purchase of a reverter from the State of Connecticut and sales agreement between the Town of Windsor and Advo, Inc. be approved contingent upon 8-24 approval by the Town Planning and Zoning Commission.

RESOLVED, that a Special Town Meeting to be held at the Windsor Town Hall on Tuesday, February 18, 2003 at 7:00pm (prevailing time) to approve or disapprove the purchase of a reverter from the State of Connecticut and sale of a parcel of land located the intersection of Univac Lane and Bloomfield Avenue, which purchase and sale the Town Council recommends be approved.

FURTHER RESOLVED, that the Town Clerk is authorized and directed to post and publish notice of said Special Town Meeting.

Attachments

Purchase and Sale Agreement

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") made this _____ day of _____, 2003 by and between the TOWN OF WINDSOR, a Connecticut municipality with an office at 275 Broad Street, Windsor, Connecticut 06095 (the "Town") and ADVO, INC., a corporation with an address of 1 Univac Lane, Windsor, Connecticut 06095, and/or assigns (the "Purchaser"):

WITNESSETH:

WHEREAS, The Town desires to sell and Purchaser desires to purchase on the terms and conditions herein set forth that certain real property located in the Town of Windsor and State of Connecticut and more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **Agreement to Buy and Sell.** The Town agrees to sell and convey the Property to the Purchaser, and the Purchaser agrees to purchase the Property from the Town, all in the manner and upon and subject to the terms and conditions set forth in this Agreement.

2. **Purchase Price.** The Purchase Price for the Property shall be Thirty-Six Thousand Dollars (\$36,000.00) (the "Purchase Price"), payable in the following manner:

Upon execution of this Agreement, Purchaser shall deliver to the Town a check in the amount of Thirty-Six Thousand Dollars (\$36,000.00), being the full Purchase Price.

3. **Closing.** The Closing shall take place on or before ~~March~~ April 1, 2003. The Closing of the purchase of the Property (the "Closing") shall take place at the offices of the Town or such other place as the parties may determine.

4. **Permitted Encumbrances.** The Property shall be sold and conveyed by the Town subject only to the following items: (a) any and all provisions of any ordinance or municipal regulation, (b) utility easements appearing of record, and (c) access rights denied directly to Bloomfield Avenue.

5. Contingencies. The Town's obligations to close hereunder are conditioned upon 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; and
- (d) Receipt by the Town of a deed from the State of Connecticut containing no possibility of reverter or release of any existing possibility of reverter.

5-6. Delivery of Documents by the Town. At the Closing, the Town shall deliver to the Purchaser the following documents (the "Documents") in executed and, where appropriate, acknowledged, form:

- (a) Quit Claim Deed (the "Deed") containing the usual covenants contained in such deeds, sufficient to convey to the Purchaser good and marketable fee simple title to the Property subject to the Permitted Encumbrances.
- (b) Evidence of the Town's due authorization to sell the Property.
- (c) Real Estate Conveyances Tax Returns.
- (d) Affidavit(s) customarily required by title insurance companies in the State of Connecticut for the issuance of title insurance protecting against mechanic's liens and parties in possession.
- (e) Any other document or instrument as may be reasonable and necessary in furtherance of the performance of the terms, covenants and conditions of this Agreement, provided no additional document or instrument shall increase the liability of the Town.

6-7. Delivery of Documents by Purchaser. At the Closing, the Purchaser shall deliver to the Town the following documents in executed and, where appropriate, acknowledged form:

- (a) Evidence of Purchaser's due authorization to purchase the Property, if applicable.
- (b) Any other document or instrument as may be reasonable and necessary in furtherance of the performance of the terms, covenants and conditions of this Agreement, provided no additional document or instrument shall increase the liability of the Purchaser.

7-8. Possession. The Town shall deliver to the Purchaser full possession of the Property at the Closing.

8-9. Taxes and Other Adjustments. Adjustment of real property taxes, fuel, water, and other charges, not susceptible to adjustment as above, if any, shall be made as of the Closing in accordance with the practices of the Hartford County Bar Association. No adjustments.

9-10. Default. Upon a default under this Agreement by the Town in accordance with the terms and condition hereof, Purchaser shall have the right to a return of the Purchase Price or a claim for specific performance of this Agreement.

10-11. Notices. Unless otherwise specifically provided herein, any notice, consent, approval, request, demand or other communication provided for by this Agreement (collectively "Notices") shall be in writing and given by facsimile transmission, United States registered or certified mail, return receipt requested, in a properly sealed envelope, postage prepaid, or by reputable overnight delivery service, addressed to the party for which such Notice is intended, at such party's address set forth below:

If to the Town, to:

Thomas Lenehan
Town Hall
275 Broad Street
Windsor, Connecticut 06095

With a copy to:

Vincent Oswecki, Jr., Esq.
20 Maple Avenue
P. O. Box 504
Windsor, Connecticut 06095

If to Purchaser, to:

David Hennessey, Esq.
Advo, Inc.
1 Univac Lane
Windsor, Connecticut 06095

With a copy to:

Irwin J. Hausman, Esq.
Murtha Cullina LLP
CityPlace I, 185 Asylum St.
Hartford, Connecticut 06103

Purchaser and the Town shall each have the right to specify any other address upon giving written notice thereof to the other party in conformance with this paragraph. Notices shall be deemed given three (3) days after deposit if sent by mail, one (1) day after being sent by overnight delivery service, upon delivery if sent by facsimile and upon delivery or refusal to accept delivery if sent by personal delivery.

11.12. Entire Agreement. This Agreement and the Schedules attached hereto shall constitute the entire contract between the parties and supersede all prior and contemporaneous agreements, representations and undertakings of the parties regarding the subject matter of this Agreement. This Agreement may not be modified except by a writing, one or more counterparts of which are signed by all parties to this Agreement.

12.13. Exhibits. All Exhibits referred to herein are intended to be and hereby are specifically made a part of this Agreement.

13.14. Headings. The headings used herein are for convenience only and are not to be construed in interpreting this Agreement.

14.15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15.16. Binding Effect. This Agreement and the Schedules attached hereto shall be binding upon, and shall inure to the benefit of, the parties hereto, and their respective successors and assigns.

16.17. Governing Law. This Agreement shall be construed, enforced and governed in all respects by the laws of the State of Connecticut.

IN WITNESS WHEREOF, the Town and the Purchaser have caused this Agreement to be duly executed as of the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

SELLER:

TOWN OF WINDSOR

By: _____

Its
Date:

PURCHASER:

ADVO, INC.

By: _____

Its
Date:

EXHIBIT A

That certain parcel of land situated in the Town of Windsor, County of Hartford and State of Connecticut, located on the southerly side of Bloomfield Avenue (Rte. 305) East Bound, containing 15,410 square feet, more or less, bounded and described as follows:

- NORTHERLY:** by Bloomfield Avenue (Rte. 305) East Bound, 53 feet, more or less, by a line designated "RELEASE LINE", as shown on the map hereinafter referred to;
- EASTERLY:** by Univac Lane, 175 feet, more or less, by a line designated "RELEASE LINE AND PROPOSED STREET LINE", as shown on said map;
- SOUTH-EASTERLY:** by said Univac Lane 78 feet, more or less, by a line designated "RELEASE LINE & PROPOSED STREET LINE", as shown on said map;
- SOUTHERLY:** by said Univac Lane and land now or formerly of Cynthia R. Francis each in part, 37 feet;
- WESTERLY:** by lands now or formerly of Arthur M. & Cecilia I. King, and now or formerly of Olive J. Dempster, each in part 100 feet, by a line designated "RELEASE LINE & PROPERTY LINE" as shown on said map;
- SOUTHERLY:** by said land now or formerly of Olive J. Dempster, 60 feet, by a line designated "RELEASE LINE & PROPERTY LINE", as shown on said map;
- WESTERLY:** by land now or formerly of Edward A. & Tammy L. Chaves and now or formerly of Benjamin J. Strong, 167 feet, more or less, by a line designated "RELEASE LINE & PROPERTY LINE", as shown on said map.

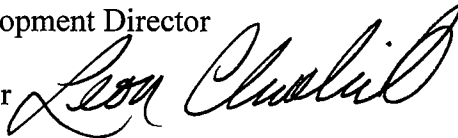
For a more particular description of the above-described premises, reference is made to a map to be filed in the Windsor Town Clerk's Office, entitled: "TOWN OF WINDSOR MAP SHOWING LAND RELEASED TO TOWN OF WINDSOR BY THE STATE OF CONNECTICUT DEPARTMENT OF TRANSPORTATION BLOOMFIELD AVENUE (RTE. 305) & UNIVAC LANE SCALE 1" = 40' AUG. 1998 JAMES F. BYRNES JR., P.E. CHIEF ENGINEER - BUREAU OF ENGINEERING AND HIGHWAY OPERATIONS". TOWN NO. 164 PROJECT NO. 177, SERIAL NO. 11A. SHEET 1 OF 1.

Agenda Item Summary

Date: February 3, 2003

To: Honorable Mayor and Council Members

Prepared By: James Burke, Economic Development Director

Reviewed By: Leon Churchill, Town Manager 

Subject: Purchase of property at 458 Windsor Avenue

Background

The Town of Windsor acquired a tract of land on the east side of Windsor Avenue south of Deerfield Road approximately 30 years ago as part of a flood control and neighborhood improvement project. This property was cleared of buildings and improvements and the adjoining Decker's Brook was relocated and channeled.

Recently, the Town retained a real estate consultant to assist in determining an appropriate reuse plan for the property. The consultant in concert with Staff and with input from the Economic Development Commission and Wilson Deerfield Advisory Commission has proposed that the site be redeveloped for owner-occupied live/work units with supportive commercial space. The attached conceptual site plan illustrates how such a development might look.

In creating the conceptual plan for the Town's redevelopment parcel, it became clear that the property immediately north should be acquired and incorporated in any proposed development. This adjoining property is located between the Town's parcel and the intersection of Windsor Avenue and Deerfield Road. Any development of this smaller piece would greatly impact the potential for the Town's property. Incorporating this piece would improve the value of the Town's property by providing greater flexibility and scale for any proposed redevelopment.

Discussion/Analysis

Attached is a proposed Purchase and Sale Agreement between the Town of Windsor and Gloria Swand et al, which contains the terms for the Town's acquisition of the adjoining property at 458 Windsor Avenue. This parcel is approximately 1.5 acres in area and includes all the privately owned property north of the Town's property. The balance of the land is made up of the former right-of-way for Deerfield Road and a small piece owned by the Department of Transportation.

The Town Attorney prepared the attached agreement. It sets a purchase price of \$290,000 and conditions the sale on: 1) availability of funds from the Small Town Economic Assistance Program Grant; 2) approval of the Town Planning and Zoning Commission; 3) approval of the Town Council; and approval of the Town Meeting. The agreement is also subject to the Town's satisfactory investigation of the property's environmental condition.

Financial Impact

The Town has been awarded a Small Town Economic Assistance Program grant of \$300,000.00 for the acquisition of this property. These funds will be used to cover the purchase price and up to \$10,000 of acquisition-related costs including environmental assessment and land survey.

Other Board Action

On Wednesday, January 15, the Economic Development Commission discussed the redevelopment concept plan and the proposed land acquisition. The Commission voted to approve the property purchase and to recommend Town Council approval.

Staff met with the Wilson Deerfield Advisory Commission on January 22 to discuss the development concept and the proposed land purchase. The Commission was unable to take any official action on the matter, as there was not a quorum of members. However, those members who were present were supportive of the project and its potential positive impact on the area.

The Town Planning & Zoning Commission will be requested to approve the acquisition of the property at their February 11 meeting.

Recommendations

It is recommended that the Town Council approve the purchase and sale agreement contingent upon Town Planning & Zoning Commission 8-24 approval. Further it is recommended that the Council schedule a Special Town Meeting on Tuesday, February 18, 2003 and the approval of the purchase and sales agreement be referred to the Special Town Meeting for consideration.

MOVE that the purchase and sale agreement between the Town of Windsor and Gloria Swand et al be approved contingent upon 8-24 approval by the Town Planning and Zoning Commission.

RESOLVED that a Special Town Meeting to be held at the Windsor Town Hall on Tuesday, February 18, 2003 at 7:00 p.m. (prevailing time) to approve or disapprove the purchase of a parcel of land located at 458 Windsor Avenue, which purchase the Town Council recommends be approved.

FURTHER RESOLVED, that the Town Clerk is authorized and directed to post and publish notice of said Special Town Meeting.

Attachments

Purchase and Sale Agreement

Sketch of parcel

Concept Site Plan

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2003, by and between **GLORIA SWAND** of Bloomfield, Connecticut, **ANTHONY CICERO** of Bloomfield, Connecticut, **JOSEPH CICERO, JR.** of Windsor, Connecticut, **MICHAEL CICERO** of Windsor, Connecticut, **RICHARD J. CICERO** of Suffield, Connecticut, **ROSE MARIE GUSTAFSON** of Windsor, Connecticut, and **ASUNDA C. BRYLL** of Suffield, Connecticut (hereinafter collectively called the "Seller") and the **TOWN OF WINDSOR**, a municipal corporation with It's territorial limits within the County of Hartford, State of Connecticut (hereinafter called the "Purchaser").

WITNESSETH:

WHEREAS, the Seller owns the fee simple title to the that certain parcel of land with the improvement thereon known as 458 Windsor Avenue, Windsor, Connecticut and more specifically described on Exhibit A annexed hereto and made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, the Seller desires to sell such property to the Purchaser, and the Purchaser desires to purchase such property from the Seller, all in the manner and upon and subject to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. Agreement to Buy and Sell. The Seller agrees to sell and convey to the Purchaser, and the Purchaser agrees to purchase from the Seller, all in the manner and upon and subject to the terms and conditions set forth in this Agreement, the following property:

(a) that certain piece or parcel of land described on Exhibit A subject to the Permitted Encumbrances (as defined in Section 5 hereof), together with the buildings and improvements thereon (such land, buildings and improvements are hereinafter collectively referred to as the "Property");

(b) the easements, rights-of-way, privileges and appurtenances, and rights to the same, belonging to and inuring to the benefit of the Property (the items included in this subsection (b) are sometimes hereinafter collectively referred to as the "Appurtenant Rights");

(c) all items normally considered fixtures acquired by the Seller of every kind, nature and description whatsoever, now or hereafter located on the Property, or any part thereof, and used or usable in connection with any present or future occupancy of the Property, or any part thereof (the items included in this subsection (c) are sometimes hereinafter collectively referred to as the "Building Equipment"); and

2. Purchase Price and Method of Payment. The total purchase price is TWO HUNDRED NINETY THOUSAND and 00/100 Dollars (\$290,000.00), payable as follows:

(a) FIVE THOUSAND and 00/100 Dollars (\$5,000.00) upon the execution of this Agreement (the "Deposit"), the receipt of which is hereby acknowledged by Thomas Egan, Esquire of Brooklyn, Connecticut (hereinafter called "Seller's Attorney");

(b) TWO HUNDRED EIGHTY-FIVE THOUSAND and 00/100 Dollars (\$285,000.00) check on closing of title by the Town of Windsor;

3. The Purchaser's Due Diligence. The Purchaser shall have a period of ninety (90) days from the date hereof (the "Due Diligence Period") within which to inspect, examine, and/or investigate the Property, and all physical, environmental, financial and legal aspects thereof, and the obligations of the Purchaser hereunder shall be conditioned upon the Purchaser being fully satisfied, in its sole discretion, as to all such inspections, investigations, and/or examinations.

4. The Seller shall fully cooperate with the Purchaser in its inspections, examinations, and investigations including the disclosure to the Purchaser of all available information known by the Seller or in its possession with respect to the Property. Throughout the Due Diligence Period, the Purchaser shall have access to the Property to accomplish the foregoing, including, without limitation, the conduct of surface and subsurface tests and physical and environmental appraisals and studies. The Purchaser hereby agrees to hold the Seller harmless and indemnified against any loss, cost, liability, or expense arising in connection with the Purchaser's inspection of the Property under this Section and agrees to repair any damage to the Property caused in connection therewith.

5. In the event that the Purchaser, after performing the above-referenced inspections, examinations, and/or investigations, is not fully satisfied, in its sole discretion, as to any of the foregoing, then the Purchaser shall have the right to terminate this Agreement by written notice to the Seller, received by the Seller (by facsimile transmission or otherwise) within twenty-four (24) hours after the expiration of the Due Diligence Period, and thereupon this Agreement shall be void with no recourse to the parties, except that the Deposit shall be promptly refunded to the Purchaser.

6. Closing. The closing of the sale and purchase of the Property shall take place at the offices of the Buyer's attorney within thirty (30) days of satisfaction of all contingencies. If closing fails to occur by September 1, 2003, Seller may void this Agreement and return all deposits. If Purchaser is not satisfied with the results of its inspections and tests during the due diligence period, the Purchaser's sole remedy is to terminate the agreement and recover its deposit. The place, time and date provided for herein or hereafter, as may be changed by agreement of the parties, is sometimes referred to as the "Closing."

7. Permitted Encumbrances. The Property shall be sold and conveyed by the Seller subject only to the following items which are sometimes herein referred to as "Permitted Encumbrances":

(a) Any and all provisions of any ordinance, municipal regulation, or public or private law, but not violations thereof;

(b) Real estate taxes not yet due as of the Closing, which taxes shall be adjusted as provided in Section 13 hereof; and

