

AGENDA

TOWN COUNCIL
COUNCIL CHAMBERS
SOUTH WINDSOR TOWN HALL

REGULAR MEETING
Monday, June 5, 2023
TIME: 7:00 P.M.

1. Call Meeting to Order

2. Pledge of Allegiance

3. Roll Call

4. Mayor's Remarks

Councilor Koboski
5. Adoption of Agenda

6. Communications and Reports from the Town Manager

7. Public Input for Items on the Agenda

Public Input shall not exceed thirty (30) minutes. When recognized by the Mayor, the speaker(s) shall approach the lectern, give their name and address. Speakers shall avoid personal attacks or impugning or alleging an improper motive to any person. The speaker(s) may address the Council on any item on the agenda. The speaker(s) shall limit their speaking time to five (5) minutes.

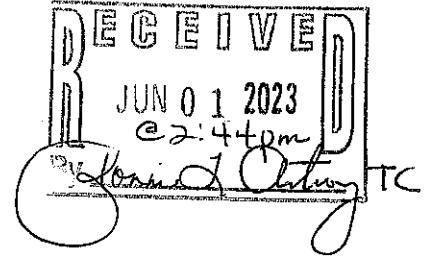
Councilor Lydecker
8. Adoption of Minutes of Previous Meeting

Approval of May 15, 2023 Town Council Meeting Minutes

BE IT RESOLVED, that the South Windsor Town Council hereby approves the Minutes of the Regular Town Council Meeting of May 15, 2023.

9. Communication from Liaisons, Officers, and Boards Directly Responsible to Council

10. Reports from Committees



Public Meetings are the time and place at which the Town Council conducts official business of the Town. The Council reserves the time and invites the public to be heard during **Public Input** of each Public Meeting, as follows:

Item #7: Public Input on Agenda Items Only

In-Person Meetings:

Public Input shall not exceed thirty (30) minutes unless extended by the Mayor with the consent of the majority of the Council present. When recognized by the Mayor, the speaker(s) shall approach the lectern, and give their name and address. Speakers shall avoid personal attacks or impugning or alleging an improper motive to any person. The speaker(s) may address the Council on any item on the agenda. The speaker(s) shall limit their speaking time to five (5) minutes. This limit may not be exceeded, except when invoked by any member of the Council with the consent of a majority of the Council present. Town Council members will not respond to any public comments/questions. Emails will only be read into the record if brought forth by a Council member or if the person submitting the email has requested that the email is read into the record. A Council member who brings an email forward will read the email into the record. No email shall be read if the substance of such email, at the discretion of the Mayor or any Council member violates these rules, or if, upon the advice of the Town Attorney, would otherwise be improper. A Council member or the Mayor shall advise the rest of the Council in writing through the Clerk of the Council their objection to the email being read prior to the call of the meeting.

Virtual Meetings:

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Item #15: Second Public Input - on any matter over which the Council has Jurisdiction

In-Person Meetings:

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11. **Consent Agenda**

[All items listed under this section are considered routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a Council member so requests, in which event the item will be removed from the Consent Agenda and be considered in its normal sequence on the Agenda.]

A. **First Reading**

None.

Councilor Paterna

B. **Second Reading**

Motion to approve items 11 B 1 – 11 B 4 as a second reading on the consent agenda

- 1) **Resolution appointing Janice Favreau (D) as a member of the Social Justice & Racial Equity Commission to fill the expired term of Ashlie Alleyne (D)**

BE IT RESOLVED, that the South Windsor Town Council hereby appoints Janice Favreau (D) as a member of the Social Justice & Racial Equity Commission to fill the expired term of Ashlie Alleyne, for a term ending November 30, 2024.

- 2) **Resolution appointing Ligi-Elin Milord (D) as a member of the Social Justice & Racial Equity Commission to fill the expired term of Shelley Solomon (D)**

BE IT RESOLVED, that the South Windsor Town Council hereby appoints Ligi-Elin Milord (D) as a member of the Social Justice & Racial Equity Commission to fill the expired term of Shelley Solomon, for a term end date of November 30, 2024.

- 3) **Resolution appointing Timothy Appleton (D) as an alternate of the Social Justice & Racial Equity Commission to fill a vacancy**

BE IT RESOLVED, that the South Windsor Town Council hereby appoints Timothy Appleton (D) as an alternate of the Social Justice & Racial Equity Commission to fill a vacancy, for a term end date of November 30, 2024.

- 4) **Resolution appointing Braden Migneault (D) as an alternate of the Parks and Recreation Commission to fill the unexpired term of Mitchell Marks (D)**

BE IT RESOLVED, that the South Windsor Town Council hereby appoints Braden Migneault (D) as an alternate of the Parks and Recreation Commission, to fill the unexpired term of Mitchell Marks, for a term end date of December 31, 2023.

C. Miscellaneous
None.

12. Unfinished Business
None.

13. New Business

A. Discussion Item: Strategic Planning presentation of the updated Master Plan (Anne McIntyre-Lahner and Jan Snyder)

B. Discussion Item: Birch Hill Drive, new sidewalk installation (Vincent Stetson)

C. Discussion Item: 4thR updates before and after school care (Molly Keays)

Councilor Evans

D. Resolution setting the tax rate for Fiscal Year 2023/2024

BE IT RESOLVED, that the tax rate of 33.14 mills for Real Estate and Personal Property and 32.46 for Motor Vehicles be levied on the Grand List of October 1, 2022.

Councilor Lydecker

E. Resolution accepting the Fiscal year 2022/2023 Suspense List

BE IT RESOLVED, that the South Windsor Town Council hereby accepts the Fiscal Year 2022/2023 Suspense List as proposed and submitted to the Town Council by the Collector of Revenue.

Deputy Mayor King

F. Resolution approving offer of a tax assessment agreement with: Hartford Truck Company

WHEREAS, a request for tax abatement has been received from Hartford Truck Company for property located at 95 John Fitch Boulevard, South Windsor, Connecticut; and

WHEREAS, the Town of South Windsor's Tax Partnership Program established pursuant to Connecticut General State Statutes Section 12-65b, is intended to encourage the development and expansion of quality business in Town, through tax and other economic incentives and is designed to retain and attract business that will generate substantial additional tax revenues and employment opportunities for the Town while providing quality goods and services; and

(13 F cont.)

WHEREAS, at the Economic Development Commission meeting held on March 22, 2023, the Commission reviewed and recommended that a tax assessment agreement be offered to Hartford Truck Company; and

WHEREAS, the Town Manager recommends; pursuant to said program, that a tax assessment agreement be offered to Hartford Truck Company as an incentive to invest an estimated \$8,400,000 in total costs for Expansion or Corporate Headquarters that includes a new storage building, outdoor storage, operations expansion, etc. in South Windsor (the land and building improvements collectively referred to as the “Real Property”).

NOW, THEREFORE, BE IT RESOLVED, that the South Windsor Town Council is pleased to offer a tax assessment agreement between the Town and Hartford Truck Company, per the details listed on attached **exhibit A**, commencing with the Grand List Following the date the Certificate of Occupancy issued for the Real Property; provided, however, that if such assessment is changed by any future Town revaluation, the new assessed value of the Real Property shall be reduced by the percentage applicable to the year within the abatement agreement period such assessment is changed; and

BE IT FURTHER RESOLVED, that the South Windsor Town Council’s offer to Hartford Truck Company is conditioned upon Hartford Truck Company (1) meeting the estimated \$8,400,000 construction cost figure and agreeing to the estimated assessment figure; and (2) continuing to pay the real estate taxes on the facility for a minimum of ten (10) years from the date the Certificate of Occupancy is issued; if Hartford Truck Company fails to meet either of these conditions, Hartford Truck Company shall refund the Town of South Windsor all of the tax benefit reductions it has received; and

BE IT FURTHER RESOLVED, that the South Windsor Town Council’s offer is contingent upon the execution of a written agreement by Hartford Truck Company reflecting the terms set forth in the resolution and such other terms as the Town may require.

Councilor Kozikowski

G. Resolution setting a time and place for a public hearing to receive citizen input on the drafted Master Plan from the Strategic Planning Committee

BE IT RESOLVED, that the South Windsor Town Council hereby sets **Tuesday, June 20, 2023, at 8:00 p.m.**, in the Council Chambers of the South Windsor Town Hall, 1540 Sullivan Avenue, South Windsor, Connecticut as the time and place for a Public Hearing to receive citizen input on updated Master Plan from the Strategic Planning Committee.

Councilor Kozikowski

H. Resolution setting a time and place for a public hearing to receive citizen input on the drafted Master Plan from the Strategic Planning Committee

(13 H cont.)

BE IT RESOLVED, that the South Windsor Town Council hereby sets **Monday, July 3, 2023, at 8:00 p.m.** in the Council Chambers of the South Windsor Town Hall, 1540 Sullivan Avenue, South Windsor, Connecticut as the time and place for a Public Hearing to receive citizen input on updated Master Plan from the Strategic Planning Committee.

Deputy Mayor King

I. Resolution authorizing the Town Manager, Michael Maniscalco to sign and execute all proposed agreements with the wireless communication providers at Veterans Memorial Park Tower, located at 575 Pleasant Valley Road

WHEREAS, the Town of South Windsor has constructed a communication tower located at Veterans Memorial Park located at 575 Pleasant Valley Road; and

WHEREAS, the Town would like to promote improved wireless communications for residents in that part of Town; and

WHEREAS, the tower is available to wireless communication provider to lease space from the Town and create revenue for the Town.

BE IT RESOLVED, that the South Windsor Town Council hereby authorizes Town Manager, Michael Maniscalco to sign and execute all proposed agreements with wireless communication providers who lease space at the communication tower at Veterans Memorial Park located at 575 Pleasant Valley Road.

Mayor Pendleton

J. Resolution accepting the Mayoral appointment of Vijay Srinivasachari to fill the unexpired term of Larry Brown on the Energy Committee

BE IT RESOLVED, that the Mayor of the Town of South Windsor, hereby appoints Vijay Srinivasachari to the Energy Committee, to fill the unexpired term of Larry Brown, and post pones consideration of this motion until the Town Council's next regularly scheduled meeting.

Mayor Pendleton

K. Resolution accepting the Mayoral appointment of Jared Lewis to fill a vacancy on the Energy Committee

BE IT RESOLVED, that the Mayor of the Town of South Windsor, hereby appoints Jared Lewis to the Energy Committee, to fill a vacancy, and post pones consideration of this motion until the Town Council's next regularly scheduled meeting.

Councilor Koboski

L. Resolution approving a refund of taxes to three (3) residents, the total of said refunds being \$4,262.62

BE IT RESOLVED, that the South Windsor Town Council hereby approves a refund of taxes to three (3) South Windsor residents, the total of said refunds being \$4,262.62 and as more fully described in attached **exhibit B**.

14. Passage of Ordinance

a) Resolution adopting the establishment of an ordinance creating the Housing and Fair Rent Commission

BE IT RESOLVED, that the South Windsor Town Council hereby adopts the establishment of an Ordinance creating the Housing and Fair Rent Commission, as shown in attached **exhibit C**.

15. Public Input for Any Matter

Public Input for any other matter shall not exceed thirty (30) minutes. When recognized by the Mayor, the speaker(s) shall approach the lectern, give their name and address. Speakers shall avoid personal attacks or impugning or alleging an improper motive to any person. The speaker(s) may address the Council on any item. The speaker(s) shall limit their speaking time to five (5) minutes.

16. Communications from the Council

17. Executive Session

(Please invite Town Manager, Michael Maniscalco and Assistant Town Manager, Mr. Roberts and any other appropriate personnel deemed necessary).

A) Discussion regarding Hartford Truck tax abatement application under section 1-210-(b)(5)(B)

B) Personnel issue (performance evaluation, Town Manager, Michael Maniscalco)

C) Personnel issue (performance evaluation, Clerk of the Council, Amanda Poma)

18. Adjournment

Exhibit B

06  74

JENNIFER R. HILINSKI SHIRLEY, CCMC, CCMO
COLLECTOR OF REVENUE

SWCT

MEMO

DATE: May 23, 2023
FROM: Carlene Andrulat
TO: Amanda Poma –Clerk of the Council
SUBJECT: Refund Batch #23 for Town Council – June 6, 2023 Agenda
CC: Michael Maniscalco, Town Manager
Patricia Perry, Director of Finance
OF PAGES: 2

Please note that messages to and from the Town of South Windsor may be subject to public release in accordance with applicable laws.

I respectfully request the Town Council's consideration and approval of 3 refunds totaling \$4,262.62, as noted on the attached report. All refund requests received by May 12, 2023 are included.

Collector of Revenue

Name	Bill	Prop Loc/Vehicle Info.
CORELOGIC TAX SERVICES	2021-03-0009655	112 GRAY ROAD
FINANCIAL SER VEH TRUST	2021-03-0057543	2019/AR95028/5UXTSSC55K0Z05903
FINANCIAL SER VEH TRUST	2021-04-0083998	2022/8F68192/5UX83DP08N9L25567

Reason	Over Paid
Sec. 12-129 Refund of Excess Payments.	(3,000.00) ✓
Sec. 12-71c Pro rata credit for property tax on motor vehicle when sold, totally damaged, stolen etc	(1,043.29) ✓
Sec. 12-71c Pro rata credit for property tax on motor vehicle when sold, totally damaged, stolen etc	(219.33) ✓
Total of 3 refunds	(4,262.62)

Drafted by: *Carlene Andriulat*
 Carlene Andriulat
 Revenue Technician, CCMC

Date: 5/23/23

Approved by: *J. Hillinski*
 Jennifer Hillinski-Shirley
 Collector of Revenue, CCMC, CCWO

Date: 23 May 2023

Housing and Fair Rent Commission

Commission established; purpose.

A Housing and Fair Rent Commission (the "Commission") is hereby established to promote and encourage the development and continued availability of affordable housing for the people of the Town of South Windsor (the "Town"), by bringing together public and private resources, developing recommendations for implementation of the Affordable Housing Plan, and facilitating the accomplishment of those goals, and to act as the Town's Fair Rent Commission by hearing and acting upon written complaints regarding rental charges on housing accommodations pursuant to Connecticut General Statutes Sections 7-14b through 7-148f, 47a-20 and 47a-23c. When sitting as the Fair Rent Commission, the purpose of the Commission is to hear and adjudicate Tenant complaints regarding alleged excessive Rental Charges (as hereinafter defined) for housing accommodations within the town, and to carry out the purposes, duties, responsibilities and all provisions of the above described sections.

Membership; terms; vacancies.

The Commission shall consist of six (6) members and three (3) alternates, all of whom shall be residents of the Town, who shall be appointed by the Town Council. All appointments shall be for three-year terms, which shall expire on the first last day of the year, three (3) in each year. Of the six (6) regular and three (3) alternate members appointed to each three-year term, two (2) regular members and one (1) alternate shall be nominated and seated by the Democratic Party and two (2) regular members and one (1) alternate shall be nominated and seated by the Republican Party and two (2) regular members and one (1) alternate shall be nominated and seated by any third political party, and if none filled by individuals unaffiliated with any political party. Of the six (6) regular members, at no time may there be more than three (3) regular members who are landlords, nor may there be more than three (3) regular members who are tenants. Any appointment shall reflect the above-designated three-three-three composition of the Commission. Town Council may remove any member for cause and thereafter fill the resulting vacancy. In addition to the Six (6) regular members of the Commission, the Director of Planning or his/her designee, the Director of Human Services or his/her designee, and the Executive Director of the Housing Authority of the Town or his/her designee shall be nonvoting ex-officio members of the Commission.

Organization

The Commission shall elect a Chairperson from its members and may organize itself in such manner as the members may determine is best suited to carry out the Commission's duties.

Duties

The duties of the Commission shall be:

EXHIBIT C

- A. To make such studies and investigations regarding rental housing within the Town as are appropriate to carry out the duties and responsibilities delegated hereunder, and subject to the terms, limitations and conditions set forth herein.
- B. To recommend to Town Council and to the Planning and Zoning Commission, housing policies and practices calculated to encourage development and continued availability of affordable housing for the people of the Town.
- C. To establish housing priorities and recommend immediate and long-range housing goals to the Town Council.
- D. To act a clearinghouse for information concerning federal, state, municipal and private sources of funding and programs for housing; to make such information available to potential developers (profitmaking and nonprofit) of new, converted or rehabilitated housing; and to cooperate with such developers to further the Town's housing goals and meeting the Affordable Housing Plan.
- E. To develop guidelines for the expenditure of funds deposited into the Housing Trust Fund through the zoning process;
- F. To provide a forum for discussion of housing issues.
- G. To hear fair rent complaints as follows:

(1) Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning;

HOUSING ACCOMMODATIONS

Any building or structure, in whole or in part, containing living quarters occupied or intended for occupancy as a place of residence, including mobile homes and mobile home park lots, except the following:

- (a) A hospital, convent, monastery, asylum, public institution, college or school living quarters, or any institution operated exclusively for charitable or educational purposes;
- (b) Any housing accommodation owned and operated by the United States, the State of Connecticut, the Town, the Housing Authority of the Town, or any agency or political subdivision of the above.

LANDLORD The person who leases, subleases, or Rents (as hereinafter defined) any Housing Accommodation.

RENT OR RENTAL CHARGE Periodic payments to be made to the landlord under a Rental Agreement (as hereinafter defined).

SEASONAL BASIS

Housing accommodations rented for a period or periods aggregating not more than one hundred and twenty (120) days in any one calendar year.

TENANT

The person who leases or Rents any Housing Accommodations as his or her primary residence, and who has occupied such Housing Accommodation for at least the prior six (6) months.

(2) Hearings; complaints. Any Tenant residing in the Town shall be eligible to file a complaint with the Commission relative to such Tenant's Rental Charge for the Tenant's Housing Accommodations, except those accommodations rented on a Seasonal Basis, alleging such Rental Charges are harsh and unconscionable ., The Commission shall carry out the provisions of Connecticut General Statutes Sections 7-148b to 7-148f, inclusive, Section 47a-20 and Subsection (b) of Section 47a-23c and may compel the attendance of persons at hearings, issue subpoenas and administer oaths, issue orders and continue, review, amend, terminate or suspend any of its orders and decisions. A complaint shall be filed with the Town Manager's office on forms provided. Upon receipt of such complaint, the Town Manager's office shall provide notice to the Landlord by delivering a copy of such complaint by certified mail to the current owner of record of the Housing Accommodation as listed on the Town Tax Assessor records, and scheduling a hearing before the Commission not later than thirty (30) days from the mailing of such notice. Written notice of the date, time and place of the hearing shall be given by mailing a notice thereof, by certified mail, to the landlord and the Tenant at least ten (10) days prior to said hearing. Prior to conducting the hearing on such complaint, the complaint shall be referred to the Town Attorney's office to contact both parties to attempt to reconcile differences between the parties prior to the Commission conducting the hearing. Any agreement between the parties shall be in writing, signed by the parties. If the complaint is not resolved by agreement The Commission shall conduct the hearing where both parties may present evidence, testify and call witness. The hearing may be continued at the discretion of the Commission; however, the Commission shall conduct and conclude such hearing not later than sixty-five (65) days from the date of receipt of the Complaint, and issue its decision not later than thirty-five (35) days after the conclusion of such hearing . If the complaint involves a matter within the jurisdiction of the Health Department or any other public agency, the matter may be referred to the appropriate agency for action and the Commission may concurrently exercise its powers hereunder.

(3) Consideration in determining fair Rental Charge.

(a) In determining whether a Rental Charge or a proposed increase in a Rental Charge is so excessive, with due regard to all the circumstances, as to be harsh and unconscionable, the Commission shall consider such of the following circumstances as are applicable to the type of accommodation:

EXHIBIT C

- [1] The rents charged for the same square footage, amenities, and number of rooms in other similar housing accommodations in the same and in other areas of the municipality;
- [2] The sanitary conditions as they related to the Public Health Code existing in the Housing Accommodation in question;
- [3] The number of bathtubs or showers, flush water closets, kitchen sinks and lavatory basins available to the occupants thereof;
- [4] Services, furniture, furnishings and equipment supplied therein;
- [5] The size and number of bedrooms contained therein;
- [6] Repairs necessary to make such accommodations compliance with the State building code for the occupants accommodated therein;
- [7] The amount of taxes and overhead expenses, including debt service, thereof and expenses thereof;
- [8] Whether the accommodations are in substantial compliance with the ordinances of the Town and the General Statutes relating to health and safety;
- [9] The Tenant's household income as determined by the South Windsor Department of Human Services, and the availability of other similarly priced accommodations;
- [10] The availability of utilities;
- [11] Damages done to the premises by the Tenant, caused by other than ordinary wear and tear;
- [12] The amount and frequency of increases in Rental Charges during the time of Tenant's occupancy; and
- [13] Whether, and the extent to which, the income from an increase in Rental Charges has been or will be attributed to increases in overhead expenses or reinvestment in improvements to the accommodations.

If the Commission determines, after hearing, that the Rental Charge or proposed increase in the Rental Charge for the housing accommodation is so excessive, based on the standards and criteria set forth herein, as to be harsh and unconscionable, it may order that the rent be limited to such an amount as it determines to be fair and equitable, and for such period of time until the Landlord corrects such conditions. Any such order shall not become effective sooner than the first day of the next rental payment period following the filing of the complaint.

(b) If the Commission determines after a hearing that a landlord has retaliated in any manner against a Tenant because the Tenant has complained to the Commission, the Commission may order the landlord to cease and desist from such conduct.

(4) Rent paid to Commission.

EXHIBIT C

(a) If the Commission determines after a hearing that the Housing Accommodation in question fails to comply with State statute or regulations or Town regulations or ordinances relating to health and safety, the Commission may order the Tenant to pay the fair and equitable Rent, as determined by the Commission, to the Commission.

(b) The Commission shall hold such Rent in an escrow account, as hereinafter provided, until the landlord makes the necessary changes, repairs or installations so as to bring the Housing Accommodation in compliance with such statute, regulation and ordinance.

(c) If the landlord shall have corrected such violations after an order reducing the Rent, and if the Rent had been reduced solely because of such violations, the landlord may petition the Commission for reinstatement of the original Rent and for the payment to him or her of the Rent held in escrow.

(d) If the landlord shall have corrected such violations after the order reducing the Rent, but the Rent had not been reduced solely because of such violations, the landlord may petition the Commission for an order fixing a fair and equitable Rent for such housing accommodation in light of its condition at the time of the landlord's petition, and for the payment to him or her of the Rent held in the escrow account.

(e) In any case arising under this section, upon reasonable determination of the Commission, the original Rent or such fair and equitable Rent as determined by the Commission may be ordered into effect retroactively, at the discretion of the Commission, to the date of the petition for reinstatement. No such reinstatement shall be effective until after a hearing is held by the Commission in accordance with the provisions of Subsection **F(2)** herein.

(5) Escrow account.

(a) The Commission shall establish an escrow account with a local bank into which it shall deposit all Rents or other funds paid to it pursuant to this article. Such funds shall be released to the landlord if:

[1] The landlord shall be successful in an appeal to the court;

[2] The Commission shall order such release after a petition in accordance with this article;

[3] The Commission shall deposit into the escrow account Rent paid to the Commission by Tenants whose landlord has refused to accept the Rent after the Tenant has filed a complaint. The Rent shall be withdrawn from the escrow account and paid to the landlord upon written request from the landlord; or

[4] The Commission shall deposit into the escrow account Rent paid to the Commission by Tenants when the landlord requests in writing that the Commission hold the Rent until the complaint can be resolved either by conciliation or hearing. The Rent shall be withdrawn from the escrow account and paid to the landlord upon written request from the landlord.

EXHIBIT C

(b) The Commission may provide for the payment of the landlord's mortgage, taxes, and insurance and the cost of heat, water, electricity and essential utilities as such expenses become due and payable pending the resolution of a complaint.

(6) Appeal. Any person aggrieved by any order of the Commission may appeal to the Superior Court for the Judicial District of Hartford within twenty (20) days following the mailing of such order by certified mail. Any such appeal shall be considered a privileged matter with respect to the order of trial as provided in Connecticut General Statutes Section 7-148e.. Unless otherwise directed by the Commission or the court, the filing of an appeal shall not stay any order issued by the Commission.

(7) Penalties for offenses. Any person who violates any order of Rent reduction or Rent suspension by demanding, accepting or receiving an amount in excess thereof while such ordinance remains in effect, no appeal pursuant to Subsection **F(6)** is pending or violates any other provisions of this article, or Connecticut General Statutes Section 47a-20, or who refuses to obey any subpoena, order or decision of the Commission pursuant thereto shall be fined not less than \$25 nor more than \$100 for each offense. If such offense continues for more than five (5) days, it shall constitute a new offense for each day it continues to exist thereafter.

Cooperation by other municipal agencies.

Upon request of the Commission and at the direction of the Town Manager, the Commission shall have available to it the services of all other Town departments and agencies for assistance in discharge of the Commission's duties.

Compensation; expenses.

The members of the Commission shall serve without compensation. Actual and necessary expenses incurred in the performance of Commission members' official duties shall be paid within the limits of any appropriation made for that purpose.

Required reports.

The Commission shall submit a report of its activities to the Town Council annually, on or before October 1.

Draft 02/25/23

5/31/2023

Exhibit B

06  74

JENNIFER R. HILINSKI SHIRLEY, CCMC, CCMO
COLLECTOR OF REVENUE

SWICT
TMS

MEMO

DATE: May 23, 2023
FROM: Carlene Andrulat
TO: Amanda Poma –Clerk of the Council
SUBJECT: Refund Batch #23 for Town Council – June 5, 2023 Agenda
CC: Michael Maniscalco, Town Manager
Patricia Perry, Director of Finance
OF PAGES: 2

Please note that messages to and from the Town of South Windsor may be subject to public release in accordance with applicable laws.

I respectfully request the Town Council's consideration and approval of 3 refunds totaling \$4,262.62, as noted on the attached report. All refund requests received by May 12, 2023 are included.

Collector of Revenue

Name	Bill	Prop Loc/Vehicle Info.
CORELOGIC TAX SERVICES	2021-01-0009655	112 GRAY ROAD
FINANCIAL SER VEH TRUST	2021-03-0057543	2019/AR95028/SUXT35355K0205903
FINANCIAL SER VEH TRUST	2021-04-0083998	2022/BF68192/5UX83DP08N9L2567

Reason	Over Paid
Sec. 12-129 Refund of Excess Payments.	(3,000.00) ✓
Sec. 12-71c Pro rata credit for property tax on motor vehicle when sold, totally damaged, stolen etc	(1,043.29) ✓
Sec. 12-71c Pro rata credit for property tax on motor vehicle when sold, totally damaged, stolen etc	(219.33) ✓
Total of 3 Refunds	(4,262.62)

Drafted by: *Carlene Andriulat*
 Carlene Andriulat
 Revenue Technician, CCMC

Approved by: *J. Hilinski*
 Jennifer Hilinski-Shirley
 Collector of Revenue, CCMC, CCMO

Date: 5/23/23

Date: *20 May 2023*

Housing and Fair Rent Commission

Commission established; purpose.

A Housing and Fair Rent Commission (the "Commission") is hereby established to promote and encourage the development and continued availability of affordable housing for the people of the Town of South Windsor (the "Town"), by bringing together public and private resources, developing recommendations for implementation of the Affordable Housing Plan, and facilitating the accomplishment of those goals, and to act as the Town's Fair Rent Commission by hearing and acting upon written complaints regarding rental charges on housing accommodations pursuant to Connecticut General Statutes Sections 7-14b through 7-148f, 47a-20 and 47a-23c. When sitting as the Fair Rent Commission, the purpose of the Commission is to hear and adjudicate Tenant complaints regarding alleged excessive Rental Charges (as hereinafter defined) for housing accommodations within the town, and to carry out the purposes, duties, responsibilities and all provisions of the above described sections.

Membership; terms; vacancies.

The Commission shall consist of six (6) members and three (3) alternates, all of whom shall be residents of the Town, who shall be appointed by the Town Council. All appointments shall be for three-year terms, which shall expire on the first last day of the year, three (3) in each year. Of the six (6) regular and three (3) alternate members appointed to each three-year term, two (2) regular members and one (1) alternate shall be nominated and seated by the Democratic Party and two (2) regular members and one (1) alternate shall be nominated and seated by the Republican Party and two (2) regular members and one (1) alternate shall be nominated and seated by any third political party, and if none filled by individuals unaffiliated with any political party. Of the six (6) regular members, at no time may there be more than three (3) regular members who are landlords, nor may there be more than three (3) regular members who are tenants. Any appointment shall reflect the above-designated three-three-three composition of the Commission. Town Council may remove any member for cause and thereafter fill the resulting vacancy. In addition to the Six (6) regular members of the Commission, the Director of Planning or his/her designee, the Director of Human Services or his/her designee, and the Executive Director of the Housing Authority of the Town or his/her designee shall be nonvoting ex-officio members of the Commission.

Organization

The Commission shall elect a Chairperson from its members and may organize itself in such manner as the members may determine is best suited to carry out the Commission's duties.

Duties

The duties of the Commission shall be:

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- A. To make such studies and investigations regarding rental housing within the Town as are appropriate to carry out the duties and responsibilities delegated hereunder, and subject to the terms, limitations and conditions set forth herein.
- B. To recommend to Town Council and to the Planning and Zoning Commission, housing policies and practices calculated to encourage development and continued availability of affordable housing for the people of the Town.
- C. To establish housing priorities and recommend immediate and long-range housing goals to the Town Council.
- D. To act a clearinghouse for information concerning federal, state, municipal and private sources of funding and programs for housing; to make such information available to potential developers (profitmaking and nonprofit) of new, converted or rehabilitated housing; and to cooperate with such developers to further the Town's housing goals and meeting the Affordable Housing Plan.
- E. To develop guidelines for the expenditure of funds deposited into the Housing Trust Fund through the zoning process;
- F. To provide a forum for discussion of housing issues.
- G. To hear fair rent complaints as follows:

(1) Definitions. The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning;

HOUSING ACCOMMODATIONS

Any building or structure, in whole or in part, containing living quarters occupied or intended for occupancy as a place of residence, including mobile homes and mobile home park lots, except the following:

- (a) A hospital, convent, monastery, asylum, public institution, college or school living quarters, or any institution operated exclusively for charitable or educational purposes;
- (b) Any housing accommodation owned and operated by the United States, the State of Connecticut, the Town, the Housing Authority of the Town, or any agency or political subdivision of the above.

LANDLORD The person who leases, subleases, or Rents (as hereinafter defined) any Housing Accommodation.

RENT OR RENTAL CHARGE Periodic payments to be made to the landlord under a Rental Agreement (as hereinafter defined).

SEASONAL BASIS

Housing accommodations rented for a period or periods aggregating not more than one hundred and twenty (120) days in any one calendar year.

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TENANT

The person who leases or Rents any Housing Accommodations as his or her primary residence, and who has occupied such Housing Accommodation for at least the prior six (6) months.

(2) Hearings; complaints. Any Tenant residing in the Town shall be eligible to file a complaint with the Commission relative to such Tenant's Rental Charge for the Tenant's Housing Accommodations, except those accommodations rented on a Seasonal Basis, alleging such Rental Charges are harsh and unconscionable ., The Commission shall carry out the provisions of Connecticut General Statutes Sections 7-148b to 7-148f, inclusive, Section 47a-20 and Subsection (b) of Section 47a-23c and may compel the attendance of persons at hearings, issue subpoenas and administer oaths, issue orders and continue, review, amend, terminate or suspend any of its orders and decisions. A complaint shall be filed with the Town Manager's office on forms provided. Upon receipt of such complaint, the Town Manager's office shall provide notice to the Landlord by delivering a copy of such complaint by certified mail to the current owner of record of the Housing Accommodation as listed on the Town Tax Assessor records, and scheduling a hearing before the Commission not later than thirty (30) days from the mailing of such notice. Written notice of the date, time and place of the hearing shall be given by mailing a notice thereof, by certified mail, to the landlord and the Tenant at least ten (10) days prior to said hearing. Prior to conducting the hearing on such complaint, the complaint shall be referred to the Town Attorney's office to contact both parties to attempt to reconcile differences between the parties prior to the Commission conducting the hearing. Any agreement between the parties shall be in writing, signed by the parties. If the complaint is not resolved by agreement The Commission shall conduct the hearing where both parties may present evidence, testify and call witness. The hearing may be continued at the discretion of the Commission; however, the Commission shall conduct and conclude such hearing not later than sixty-five (65) days from the date of receipt of the Complaint, and issue its decision not later than thirty-five (35) days after the conclusion of such hearing . If the complaint involves a matter within the jurisdiction of the Health Department or any other public agency, the matter may be referred to the appropriate agency for action and the Commission may concurrently exercise its powers hereunder.

(3) Consideration in determining fair Rental Charge.

(a) In determining whether a Rental Charge or a proposed increase in a Rental Charge is so excessive, with due regard to all the circumstances, as to be harsh and unconscionable, the Commission shall consider such of the following circumstances as are applicable to the type of accommodation:

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- [1] The rents charged for the same square footage, amenities, and number of rooms in other similar housing accommodations in the same and in other areas of the municipality;
- [2] The sanitary conditions as they related to the Public Health Code existing in the Housing Accommodation in question;
- [3] The number of bathtubs or showers, flush water closets, kitchen sinks and lavatory basins available to the occupants thereof;
- [4] Services, furniture, furnishings and equipment supplied therein;
- [5] The size and number of bedrooms contained therein;
- [6] Repairs necessary to make such accommodations compliance with the State building code for the occupants accommodated therein;
- [7] The amount of taxes and overhead expenses, including debt service, thereof and expenses thereof;
- [8] Whether the accommodations are in substantial compliance with the ordinances of the Town and the General Statutes relating to health and safety;
- [9] The Tenant's household income as determined by the South Windsor Department of Human Services, and the availability of other similarly priced accommodations;
- [10] The availability of utilities;
- [11] Damages done to the premises by the Tenant, caused by other than ordinary wear and tear;
- [12] The amount and frequency of increases in Rental Charges during the time of Tenant's occupancy; and
- [13] Whether, and the extent to which, the income from an increase in Rental Charges has been or will be attributed to increases in overhead expenses or reinvestment in improvements to the accommodations.

If the Commission determines, after hearing, that the Rental Charge or proposed increase in the Rental Charge for the housing accommodation is so excessive, based on the standards and criteria set forth herein, as to be harsh and unconscionable, it may order that the rent be limited to such an amount as it determines to be fair and equitable, and for such period of time until the Landlord corrects such conditions. Any such order shall not become effective sooner than the first day of the next rental payment period following the filing of the complaint.

(b) If the Commission determines after a hearing that a landlord has retaliated in any manner against a Tenant because the Tenant has complained to the Commission, the Commission may order the landlord to cease and desist from such conduct.

(4) Rent paid to Commission.

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(a) If the Commission determines after a hearing that the Housing Accommodation in question fails to comply with State statute or regulations or Town regulations or ordinances relating to health and safety, the Commission may order the Tenant to pay the fair and equitable Rent, as determined by the Commission, to the Commission.

(b) The Commission shall hold such Rent in an escrow account, as hereinafter provided, until the landlord makes the necessary changes, repairs or installations so as to bring the Housing Accommodation in compliance with such statute, regulation and ordinance.

(c) If the landlord shall have corrected such violations after an order reducing the Rent, and if the Rent had been reduced solely because of such violations, the landlord may petition the Commission for reinstatement of the original Rent and for the payment to him or her of the Rent held in escrow.

(d) If the landlord shall have corrected such violations after the order reducing the Rent, but the Rent had not been reduced solely because of such violations, the landlord may petition the Commission for an order fixing a fair and equitable Rent for such housing accommodation in light of its condition at the time of the landlord's petition, and for the payment to him or her of the Rent held in the escrow account.

(e) In any case arising under this section, upon reasonable determination of the Commission, the original Rent or such fair and equitable Rent as determined by the Commission may be ordered into effect retroactively, at the discretion of the Commission, to the date of the petition for reinstatement. No such reinstatement shall be effective until after a hearing is held by the Commission in accordance with the provisions of Subsection **F(2)** herein.

(5) Escrow account.

(a) The Commission shall establish an escrow account with a local bank into which it shall deposit all Rents or other funds paid to it pursuant to this article. Such funds shall be released to the landlord if:

[1] The landlord shall be successful in an appeal to the court;

[2] The Commission shall order such release after a petition in accordance with this article;

[3] The Commission shall deposit into the escrow account Rent paid to the Commission by Tenants whose landlord has refused to accept the Rent after the Tenant has filed a complaint. The Rent shall be withdrawn from the escrow account and paid to the landlord upon written request from the landlord; or

[4] The Commission shall deposit into the escrow account Rent paid to the Commission by Tenants when the landlord requests in writing that the Commission hold the Rent until the complaint can be resolved either by conciliation or hearing. The Rent shall be withdrawn from the escrow account and paid to the landlord upon written request from the landlord.

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(b)The Commission may provide for the payment of the landlord's mortgage, taxes, and insurance and the cost of heat, water, electricity and essential utilities as such expenses become due and payable pending the resolution of a complaint.

(6) Appeal. Any person aggrieved by any order of the Commission may appeal to the Superior Court for the Judicial District of Hartford within twenty (20) days following the mailing of such order by certified mail. Any such appeal shall be considered a privileged matter with respect to the order of trial as provided in Connecticut General Statutes Section 7-148e.. Unless otherwise directed by the Commission or the court, the filing of an appeal shall not stay any order issued by the Commission.

(7) Penalties for offenses. Any person who violates any order of Rent reduction or Rent suspension by demanding, accepting or receiving an amount in excess thereof while such ordinance remains in effect, no appeal pursuant to Subsection **F(6)** is pending or violates any other provisions of this article, or Connecticut General Statutes Section 47a-20, or who refuses to obey any subpoena, order or decision of the Commission pursuant thereto shall be fined not less than \$25 nor more than \$100 for each offense. If such offense continues for more than five (5) days, it shall constitute a new offense for each day it continues to exist thereafter.

Cooperation by other municipal agencies.

Upon request of the Commission and at the direction of the Town Manager, the Commission shall have available to it the services of all other Town departments and agencies for assistance in discharge of the Commission's duties.

Compensation; expenses.

The members of the Commission shall serve without compensation. Actual and necessary expenses incurred in the performance of Commission members' official duties shall be paid within the limits of any appropriation made for that purpose.

Required reports.

The Commission shall submit a report of its activities to the Town Council annually, on or before October 1.

Draft 02/25/23

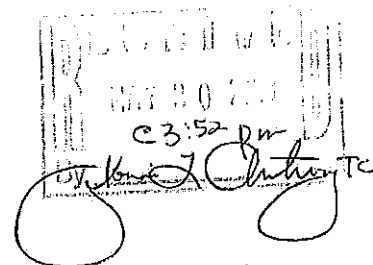
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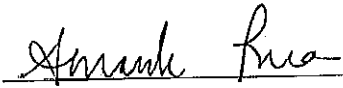


LEGAL AD

TOWN OF SOUTH WINDSOR

Notice is hereby given that the South Windsor Town Council has set Monday, June 5, 2023 at 8:00 p.m., in the Council Chambers of the South Windsor Town Hall, 1540 Sullivan Avenue, South Windsor, Connecticut, as the time and place for a Public Hearing to receive citizen input on Housing and Fair Rent Commission Ordinance.

Dated at South Windsor, Connecticut this 30th day of May 2023.

Attested to by: 
Amanda Poma
Clerk of the Council