

AGENDA

@ 9:15pm  
Dorothy W. Reid, AIC  
RECEIVED JUL 13 2023

TOWN COUNCIL  
COUNCIL CHAMBERS  
SOUTH WINDSOR TOWN HALL

REGULAR MEETING  
Monday, July 17, 2023  
TIME: 7:00 P.M.

*Public Hearing to be held at 8:00pm to receive citizen input on the design and installation of sidewalks along Birch Hill Drive and connecting to existing nearby sidewalks on Felt Road  
\*Swearing in Councilor Elango and Councilor Siracusa\**

1. Call Meeting to Order

2. Pledge of Allegiance

3. Roll Call

4. Mayor's Remarks

Board/commissions/committees opening

Councilor Lopez

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 July 3, 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 July 3, 2023.

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

➤ Inlands and Wetlands Agency/ Conservation Commission

➤ Historic District Commission

- **Social Justice & Racial Equity Commission**
- **Planning and Zoning Commission**
- **Public Building Commission**
- **Parks & Recreation Commission**
- **Zoning Board of Appeals**

**10. Reports from Committees**

- **Energy Committee**
- **Demolition Delay Committee**

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:**

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 sent to [TownCouncilComments@southwindsor-ct.gov](mailto:TownCouncilComments@southwindsor-ct.gov) will only be 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.

**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.

B. **Second Reading**

None.

C. **Miscellaneous**

None.

12. **Unfinished Business**

A. **Discussion Item: Waiving the bidding process of projects \$5,000-\$25,0000**

B. **Discussion Item: Abandonment of 8 Collins Lane**

13. **New Business**

A. **Discuss Item: Library Board updates**

**Councilor Koboski**

B. **Resolution appointing Matthew Siracusa (R) to the Town Council effective July 17, 2023**

**BE IT RESOLVED**, that the South Windsor Town Council hereby appoints Matthew Siracusa (R), in accordance with Section 208 of the South Windsor Town Charter, to the Town Council effective July 17, 2023, for a term ending November 13, 2023, to fill the unexpired term of Jamie Gamble (R) whose resignation on June 20, 2023, has already been accepted by the South Windsor Town Council.

**Deputy Mayor King**

C. **Resolution appointing Anitha Elango (D) to the Town Council effective July 17, 2023**

**BE IT RESOLVED**, that the South Windsor Town Council hereby appoints Anitha Elango (D), in accordance with Section 208 of the South Windsor Town Charter, to the Town Council

effective July 17, 2023, for a term ending November 13, 2023, to fill the unexpired term of Andrew Paterna (D) whose resignation on June 26, 2023, has already been accepted by the South Windsor Town Council.

**D. Discussion item: Building located at 100 Cedar Avenue**

**E. Discussion Item: Charter revisions**

**F. Discussion Item: The process and implementation of a permanent Parks & Recreation Facility**

**Councilor Lydecker**

**G. Resolution waiving the bidding process**

**WHEREAS**, Conn. Gen. Stat. § 4a-53a allows the Commissioner of Administrative Services (the “Commissioner”) to serve as the contracting agent for a group of three (3) or more municipalities that seek to purchase supplies, materials or equipment, upon the request of the such group, provided that (1) the Commissioner determines that the group will achieve a cost savings through the Commissioner serving as the contracting agent, and (2) such cost savings are greater than the administrative costs to the State; and

**WHEREAS**, Conn. Gen. Stat. § 7-148v(b) allows the Town of South Windsor (the “Town”) to purchase equipment, supplies, materials, or services from the list of eligible entities listed in the statute; and

**WHEREAS**, The Town is constrained in its ability to purchase equipment, supplies, materials pursuant to the Town Charter Section 714 (“Section 714”); and

**WHEREAS**, pursuant to Section 714, the Town has a \$5,000 cap on purchases without the Town Manager inviting sealed bids or proposals or getting the Town Council to waive such bidding process; and

**WHEREAS**, Section 714 is a constraint on the Town’s ability to achieve cost savings because during the waiver process, supplies disappear, or the opportunity to implement cost savings has changed; and

**WHEREAS**, the Town Council has determined that requiring sealed bids for purchases greater than \$5,000 is not in the best interest of the Town.

**NOW, THEREFORE, BE IT RESOLVED**, that notwithstanding Section 714, the Town Council authorizes the Town Manager to participate with the State of Connecticut contracting programs for the purchase of supplies, materials, or equipment pursuant to Conn. Gen. Stat. § 4a-53a.

(13 G cont.)

**BE IT FURTHER RESOLVED**, that notwithstanding Section 714, the Town Council authorizes the Town Manager to purchase equipment, supplies, materials, or services from the list of eligible entities listed in Conn. Gen. Stat. § 7-148v(b).

**FURTHER RESOLVED**, that notwithstanding Section 714, the Town Council has determined that the \$5,000 threshold requiring sealed bids for the purchase of equipment, supplies or materials is an impediment to the efficient operations of the Town, and is not in the best interests of the Town, and hereby authorizes the Town Manager to waive the bidding requirements for the purchase of equipment, supplies or materials for contracts valued at \$25,000 or less for the remainder of the 2023/2024 fiscal year.

**FURTHER RESOLVED**, that nothing in this resolution shall abrogate the provisions of Charter Section 1001 requiring disclosure of financial interests by any elected or appointed Town official, board or commission member, or employee.

**Councilor Koboski**

**H. Resolution approving an offer of a tax assessment agreement with 1608 John Fitch Boulevard**

This Agreement is entered into this 17<sup>th</sup> day of July 2023 (the "Effective Date"), by and between the **TOWN OF SOUTH WINDSOR**, a municipal corporation and body politic having its corporate limits located within the County of Hartford and State of Connecticut, with offices located at 1540 Sullivan Avenue, South Windsor, Connecticut 06704 (hereinafter the "Town"), and **1608 JOHN FITCH BLVD LLC** a Connecticut limited liability company, with offices located at 18 Garrison Heights, Oxford, Massachusetts (hereinafter **1608 JOHN FITCH BLVD LLC**"), to fix the real property tax assessment on the real property and improvements thereon known as 1608 John Fitch Blvd, South Windsor, Connecticut (the "Property") for a limited period of time as described below.

**WHEREAS**, in accordance with the South Windsor Economic Development Commission's prior approval of an economic development project for the Property consisting of the 5,000 square foot expansion of an existing building owned by 1608 JOHN FITCH BLVD LLC (the "Project"), 1608 JOHN FITCH BLVD LLC has requested that the Town agree to fix the real property taxes that would be due on the developed Property for a limited period of time; and

**WHEREAS**, 1608 JOHN FITCH BLVD LLC, as the current owner of the Property, is responsible for the real property taxes associated with the Property; and

**WHEREAS**, 1608 JOHN FITCH BLVD LLC has made the estimated investment of over \$750,000 in costs for the completion of the Project; and

**WHEREAS**, at the end of the tax-fixing term of this Agreement as it applies to the fixing of the tax assessment for the Property, all buildings, improvements and land shall be assessed at fair market value in accordance with the Town's standard practices for property and buildings of this nature and state law; and

**(13 H cont.)**

**WHEREAS**, an Agreement between the Town and 1608 JOHN FITCH BLVD LLC fixing the real property tax assessment on the Property is in the best interest of the Town; and

**WHEREAS**, pursuant to Section 12-65b of the Connecticut General Statutes, the Town Council duly authorized the Town Manger to enter into this Agreement by affirmative vote at the Town Council meeting of March 3, 2021; which resolution was amended to the correct taxpayer name on July 17, 2023 and

**WHEREAS**, the Project has obtained a permanent certificate of occupancy as of June 14, 1971 and

**WHEREAS**, in consideration of its desire to assist 1608 JOHN FITCH BLVD LLC in the building and financing of the Project, and as authorized pursuant to Section 12-65b of the Connecticut General Statutes, the Town is willing to enter into a tax fixing agreement under the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing, the parties hereby covenant and agree that:

1. The term of this Agreement is for a period of ten (10) years from the date the Project is issued a permanent certificate of occupancy. The tax-fixing arrangement set forth in this Agreement will fully expire three (3) years from the date the Project is issued a permanent certificate of occupancy.
2. During the 3-year tax-fixing arrangement of this Agreement, as set forth in paragraph 1 above, the Town shall reduce the full and actual real property assessment for the Property, as improved by the Project, by sixty percent (60%) in the first year, by fifty percent (50%) in the second year and the by forty (40%) percent in the third year.
3. Until such time as a permanent certificate of occupancy has been issued, the Property shall be subject to property taxation in the normal course, including taxation of partially completed construction, as authorized under the Connecticut General Statutes. Except for the Property and all buildings and improvements thereon which are the subject of this Agreement, all other real or personal property, or otherwise, of 1608 JOHN FITCH BLVD LLC shall be subject to all generally applicable municipal taxes and to all duly authorized general or special assessments for municipal services or improvements.
4. The tax fixing arrangement of the real property tax assessment for the three (3) years of the term of this Agreement shall commence on the first October 1st Grand List of the Town following the issuance by the Town of the permanent certificate of occupancy for the Project. The assessed value for purposes of this Agreement shall be determined by the Tax Assessor of the Town in the ordinary course and 1608 JOHN FITCH BLVD LLC waives any right to contest and appeal assessment under Section 12-117 of the Connecticut General Statutes during the term of this Agreement.

5. As set forth above, at the end of the 3-year tax fixing arrangement of this Agreement the Property will be subject to the full and actual property tax assessment in accordance with the Connecticut General Statutes and the Town's standard practices for property and buildings of this nature, without any reduction as set forth herein, and 1608 JOHN FITCH BLVD LLC hereby agrees to accept such full and actual property tax assessment, and waives any right to contest and appeal such assessment under Section 12-117 of the Connecticut General Statutes, during the remainder of the term of this Agreement.

6. The failure of 1608 JOHN FITCH BLVD LLC to timely pay all real property taxes owed to the Town during the term of this Agreement shall constitute an event of default of this Agreement.

7. This Agreement is personal to 1608 JOHN FITCH BLVD LLC, and shall not be deemed to run with the Property in the event of any transfer, sale or assignment of the Property. 1608 JOHN FITCH BLVD LLC may only assign its the benefits of this Agreement in whole or in part as collateral to its lender, or to any parent, affiliate or subsidiary company of 1608 JOHN FITCH BLVD LLC 's, without further approval of the Town.

8. 1608 JOHN FITCH BLVD LLC may not assign or otherwise transfer its rights or obligations under this Agreement to any other person or entity without the prior written consent of the Town, in its sole and absolute discretion.

9. 1608 JOHN FITCH BLVD LLC and/or its successors or assigns releases the Town and its agents, servants and employees from any and all liability, of whatever nature, legal or equitable, which may have arisen or which may arise in connection with this Agreement, including the implementation hereof.

10. 1608 JOHN FITCH BLVD LLC and/or its successors or assigns shall defend and indemnify the Town and any of its agents, servants and employees against any action, claim or suit of any nature whatsoever, arising from this Agreement; provided, however, that this obligation to defend and indemnify the Town shall not apply to (a) an action against the Town brought by a third party contesting the validity or enforceability of this Agreement, or (b) an action against the Town for breach of the Town's obligations under this Agreement.

11. This Agreement has been executed by the parties' respective agents, duly authorized and acting in his or her official capacity.

12. This Agreement may only be amended only by mutual consent of the parties, as properly authorized by the Town Council, and any amendments to this Agreement shall be in writing and shall be duly executed and dated by the respective parties.

13. This Agreement represents the entire and complete understanding and agreement of the parties, and any and all prior written or oral agreements not otherwise contained in this Agreement shall be and are hereby null and void and of no force or effect.

14. This Agreement shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States, the laws of the State of Connecticut, and the laws and ordinances of the Town of South Windsor. All duties and obligations under this



Agreement are to be performed in the State of Connecticut and venue for purposes of any actions brought under this Agreement, or under any agreement or other document executed in conjunction herewith, shall be the state or federal courts located within and having jurisdiction over the State of Connecticut. If such action is brought in the State of Connecticut venue, the parties agree that it shall take place in the Judicial District of Hartford.

15. Upon the execution of this Agreement, a copy of this Agreement, or a "Notice of Tax Fixing Agreement" mutually agreed by the parties, shall be filed upon the land records of the Town of South Windsor with respect to the Property.

16. In the event of a default by 1608 JOHN FITCH BLVD LLC in the performance of any of its obligations under this Agreement, the Town, after such default, shall give notice of such default to 1608 JOHN FITCH BLVD LLC by registered or certified mail, return receipt requested, postage prepaid and addressed to 1608 JOHN FITCH BLVD LLC at the address provided herein. 1608 JOHN FITCH BLVD LLC shall have sixty (60) days from the date the notice is mailed to cure such default. If 1608 JOHN FITCH BLVD LLC cures such default, then the terms and conditions of this Agreement shall remain uninterrupted and in full force and effect. In the event of a default of this Agreement by 1608 JOHN FITCH BLVD LLC that remains uncured after sixty (60) days from the date of mailing of the notice of such default, this Agreement shall be null and void and all taxes that would have been due notwithstanding the tax fixing arrangement for the three (3) years of the tax fixing arrangement of this Agreement, along with statutory interest from the date of default on such unpaid amounts shall be recaptured and immediately due and owing the Town, and such taxes shall be based upon the Town's full and actual assessed value of the Property for the immediately preceding October 1st Grand List of the Town, without the benefit of any reduction as set forth in this Agreement.. The Town shall be entitled to recover from 1608 JOHN FITCH BLVD LLC all costs of collection, including reasonable attorneys' fees, incurred in enforcing this Agreement. The amount of the taxes to be recovered in the event of an uncured default shall constitute a lien upon the Property, and the Town reserves any and all legal and equitable remedies to recover the payment of such taxes including, but not limited to, interest thereon as provided by law, reasonable attorneys' fees and costs and expenses incurred by the Town, whether by litigation or otherwise in seeking recovery of the taxes.

17. 1608 JOHN FITCH BLVD LLC acknowledges and agrees that the tax fixing offered pursuant to this Agreement is not binding upon the Town beyond the term agreed to herein.

### **Councilor Lopez**

#### **I. Resolution approving an agreement between the Town of South Windsor and South Windsor Non-Supervisory Professional Employees Union**

**BE IT RESOLVED**, that the South Windsor Town Council hereby approves the proposed "Agreement Between the Town of South Windsor and South Windsor Non-Supervisory Professional Employees Union, an Affiliate of the Nutmeg Independent Public Safety Employees Union (NIPSEU)" for the period of July 1, 2023, through June 30, 2026.

**Councilor Kozikowski**

**J. Resolution approving the final draft from the Strategic Planning Committee**

**WHEREAS**, the South Windsor Town Council passed a resolution on March 2, 2020, that was amended on June 21, 2021 creating a Strategic Planning Committee to review and update the Towns strategic plan; and

**WHEREAS**, the Strategic Planning Committee conducted citizen surveys, focus groups and reviewed other municipal strategic plans; and

**WHEREAS**, the town council held two public hearings to receive citizen input on the drafted strategic plan.

**NOW THEREFORE, BE IT RESOLVED**, that the South Windsor Town Council hereby approves the updated strategic plan from the Strategic Planning Committee.

**BE IT FURTHER RESOLVED**, that the South Windsor Town Council directs the Town Manager to implement the recommendations of the strategic plan over the next 10 years.

**Councilor Siracusa**

**K. Resolution approving a transfer of \$3,190 from the Contingency Account to the mini matching grant account**

**BE IT RESOLVED**, that the South Windsor Town Council hereby approves a transfer of \$3,190 from the Contingency Account to go into the Mini-Matching Grant Account to fund an approved grant to the Historical Society.

**Councilor Elango**

**L. Resolution approving the transfer of \$23,220 from the contingency account to the SWVFD Grants & Contributions Account**

**BE IT RESOLVED**, that the South Windsor Town Council hereby approves a transfer of \$23,220 from the Contingency Account to go into the SWVFD Grants & Contributions Account to cover unexpected costs associated with the cleanup of PFAS.

**Councilor Evans**

**M. Resolution dissolving the Parks & Recreation Facility Planning and Implementation Committee**

**WHEREAS**, the South Windsor Town Council previously approved a resolution creating a Park & Recreation Facility Planning and Implementation Committee at their December 6, 2021 Town Council Meeting, and

**(13 M cont.)**

**WHEREAS**, the South Windsor Town Council approved a subsequent resolution at their February 7, 2022 meeting amending the original resolution forming the Park & Recreation Facility Planning and Implementation Committee, and

**WHEREAS**, a purpose in forming the Park & Recreation Facility Planning and Implementation Committee was, among others, to identify and vet locations for the South Windsor Park and Recreation Department offices, as a result of its prior location in Wapping School being used by the Board of Education to meet the needs of the increased student population expected by July 1 2023, and

**WHEREAS**, Section 305 of the Town Charter provides that the Town Council shall have the power by ordinance to create or abolish boards, commissions and committees, except those provided by the Charter, and

**WHEREAS**, Section 502 of the Town Charter provides that the Town Council shall appoint a Public Building Commission consisting of seven members, and

**WHEREAS**, the Public Building Commission was established pursuant to the Town Charter and has among its powers and duties the power to study sites and building locations for public buildings as may be proposed by other branches of the Town government and shall, in cooperation with the Town Planning and Zoning Commission, recommend appropriate sites to the Town Council, and that the approval by the Town government body that will administer the building after its completion shall be required in each instance. Town Code of Ordinances §2-172(3) and §2-172(6), and

**WHEREAS**, the identification, study and recommendation of a location for the Park and Recreation Department offices should be assigned to the Public Building Commission, with the input from the Parks and Recreation Commission and the Parks and Recreation Department and in cooperation with the Town Planning and Zoning Commission, to recommend an appropriate location to the Town Council in accordance with the powers and duties provided to the Public Building Commission by Charter and by Ordinance §2-172.

**NOW THEREFORE, BE IT RESOLVED**, that, the Public Building Commission is hereby directed coordinate the receipt of recommendations from the Parks and Recreation Commission, the Town Manager, and the Director of Parks and Recreation Department, to identify a site and building location for the Parks and Recreation Department offices pursuant to the powers and duties of the Public Building Commission, and shall in cooperation with the Town Planning & Zoning Commission, recommend an appropriate site for the Parks and Recreation Department offices to the Town Council; and

**BE IT FURTHER RESOLVED**, that the Park and Recreation Commission is hereby directed to coordinate with, and provide its recommendation to, the Public Building Commission as to the identification of possible sites and building locations for the Park and Recreation Department offices; and

(13 M cont.)

**BE IT FURTHER RESOLVED**, that the Town Manager and Director of the Park and Recreation Department are hereby directed to coordinate with, and each provide their recommendation to, the Public Building Commission as to the identification of a proposed sites and building locations for the Park and Recreation Department offices; and

**BE IT FURTHER RESOLVED**, that the resolution creating a Park & Recreation Facility Planning and Implementation Committee dated December 6, 2021, and further amended on February 7, 2022 is hereby rescinded and that committee is hereby dissolved.

**BE IT FURTHER RESOLVED**, that the Public Building Commission shall provide its report identifying a site and building location for the Parks and Recreation Department offices to the Town Council not later than a date set forth by the Town Council at the adoption of this resolution, such date being subject to future amendment by the Town Council.

14. **Passage of Ordinance**

None.

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) To discuss a personnel issue (Agreement Between the Town of South Windsor and South Windsor Non-Supervisory Professional Employees Union, an Affiliate of the Nutmeg Independent Public Safety Employees Union (NIPSEU)).
- b) To discuss Attorney-Client privilege communication regarding 460 Miller Road

18. **Adjournment**