



**AGENDA
ENFIELD TOWN COUNCIL
REGULAR MEETING**

**Monday, March 2, 2020
7:00 PM - Council Chambers**

1. PRAYER – Joe Muller
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL.
4. FIRE EVACUATION ANNOUNCEMENT.
5. MINUTES OF PRECEDING MEETINGS.
 - Special Meeting, February 18, 2020
 - Regular Meeting, February 18, 2020
6. SPECIAL GUESTS.
 - Registrar of Voters
7. PUBLIC COMMUNICATIONS AND PETITIONS.
8. COUNCILOR COMMUNICATIONS AND PETITIONS.
9. TOWN MANAGER REPORT AND COMMUNICATIONS.
 - Project and Activities Report
10. TOWN ATTORNEY REPORT AND COMMUNICATIONS.
11. REPORT OF SPECIAL COMMITTEES OF THE COUNCIL.
12. OLD BUSINESS.
 - A. Appointment(s) - Town Council Appointed.
 1. **Area 25 Cable Television Advisory Committee-** A Vacancy Exists Due to the Resignation of Stephen Moriarty (U) Expired 6/30/2014. Replacement Would be Until 6/30/2020. (Tabled 09/15/2014)
 2. **Connecticut Water Company Advisory Council Enfield Representatives-** A Vacancy Exist Due to a Resignation (R). Replacement Would be Until 01/01/2022. (Tabled 04/16/2012)
 3. **Enfield Beautification Committee** – A Vacancy Exists Due to the Resignation of Stacy Hout (D). Replacement Would be Until 12/01/2022.

(Tabled 03/05/2018)

4. **Enfield Beautification Committee** – The Term of Office of Darren Ketchale (R), Expired 12/01/2019. Reappointment or Replacement Would be Until 12/01/2022. (Tabled 01/06/2020)
5. **Enfield Culture and Arts Commission** – A Vacancy Exists Due to the Resignation of Marguerite French (D). Replacement Would be Until 05/31/2021. (Tabled 01/21/2020)
6. **Hazardville Water Company Advisory Council Enfield Representative -** The Term of Office of Scott Kaupin (R) Expired 01/01/2018. Replacement Would be Until 01/01/2022. (Tabled 01/16/2018)
7. **Hazardville Water Company Advisory Council Enfield Representative -** The Term of Office of Andrew Urbanowicz (U) Expired 01/01/2018. Replacement Would be Until 01/01/2022. (Tabled 01/16/2018)
8. **Inland Wetland Watercourse Agency** – A Vacancy Exists Due to the Resignation of Kelly Hemmeler (R). Replacement Would be until 12/31/2021. (Tabled 12/16/2019)
9. **Joint Facilities Committee** – A Vacancy Exists due to Wendy Costa (R), being Appointed as a Board of Education Member. Replacement is Indefinite. (Tabled 01/06/2020)
10. **Loan Review Committee (Alternate)** - The Term of Office of Anne Brislin (R), Expires 12/31/2016. Reappointment or Replacement Would be Until 12/31/2020. (Tabled 12/19/2016)
11. **Loan Review Committee (Alternate)**- The Term of Office of Billie-Jean Griffin (D), Expires 12/31/2020. Reappointment or Replacement Would be Until 12/01/2020. (Tabled 12/07/18)
12. *****Patriot Award Committee – Veterans Council** - The Term of Office of Ignatius Maniscalco, Expired 07/31/2019. Reappointment or Replacement Would be Until 07/31/2021. (Tabled 09/16/2019)
13. *****Patriot Award Committee – Veterans Council** - The Term of Office of Frank Pasini (U) Expired 07/31/2019. Reappointment or Replacement Would be Until 07/31/2021. (Tabled 09/16/2019)
14. **River Valley CT Central Regional Tourism District** –The Term of Office of William Hosley (R), Expired 06/30/2016. Reappointment or Replacement would be Until 06/30/2020. (Tabled 11/21/2016)

B. Appointment(s) - Town Manager Appointed/Council Approved.

1. **Building Code Appeals Board** – A Vacancy Exist for Contractor (D), Expired 11/01/2004. Replacement Would be Until 11/01/2024. (Tabled 11/25/2004)
2. **Building Code Appeals Board** - A Vacancy Exists Due to the Resignation of Kenneth J. Bergeron, (D) Chairman, Architect. Replacement Would be Until 11/01/2021. (Tabled 10/16/2006)

3. **Building Code Appeals Board** - A Vacancy Exists Due to the Resignation of Howard Coro, (D). Replacement Would be Until 11/01/2018. (Tabled 2/04/2013)
4. **Building Code Appeals Board**- The Term of Office of Gary Sullivan, (R) Engineer Expired on 11/01/2014. Reappointment or Replacement Would be Until 11/01/2024. (Tabled 11/17/2014)
5. **Building Code Appeals Board** – The Term of Office of William Marr (D), Professional Engineer, Expired 11/01/2016. Reappointment or Replacement Would be Until 11/01/2021. (Tabled 11/21/2016)
6. **Fair Rent Commission (Landlord)** – The Term of Office of Sam McGill (D) Expired 06/30/2008. Replacement Would be Until 06/30/2020.
7. **Fair Rent Commission (Tenant)** – A Vacancy Exists Due to Member Kristina Schoen (U), No Longer a Resident. Replacement Would be Until 06/30/2021. (Tabled 06/19/2017)
8. **Fair Rent Commission** - The Term of Office of Elizabeth Gillen (R), Expires 06/30/2018. Reappointment or Replacement Would be Until 06/30/2020. (Tabled 06/1818)
9. **Fair Rent Commission** - The Term of Office of William Downs Sr. (U), Expires 06/30/2018. Reappointment or Replacement Would be Until 06/30/2020. (Tabled 06/1818)
10. **Fair Rent Commission** - The Term of Office of Marlene Cintron-Kakluskas (R), Expires 06/30/2018. Reappointment or Replacement Would be Until 06/30/2020. (Tabled 06/1818)
11. **Fair Rent Commission** - The Term of Office of Dorian Owens (U), Expires 06/30/2019. Reappointment or Replacement Would be Until 06/30/2021. (Tabled 06/17/2019)
12. **Fair Rent Commission** - The Term of Office of Dale Shambo (D), Expires 06/30/2019. Reappointment or Replacement Would be Until 06/30/2021. (Tabled 06/17/2019)
13. **Housing Code Appeals Board (Alternate)** - The Term of Office of Constance P. Harmon (R), Expired on 05/01/2016. Replacement Would be Until 05/01/2021. (Tabled 05/01/2021)
14. **Housing Code Appeals Board (Alternate)** - The Term of Office of Lawrence P. Tracey, Jr. (R), Insurance, Expired 05/01/2016. Replacement Would be Until 05/01/2021. (Tabled 05/01/2021)
15. **Housing Code Appeals Board** - The Term of Office of Karen Chadderton (D), Registered Nurse, Expired 05/01/2016. Reappointment or Replacement Would be Until 05/01/2021. (Tabled 05/16/2016)
16. **Housing Code Appeals Board**- The Term of Office of Paul Censki, Fire Marshal Expired 05/01/2017. Reappointment or Replacement Would be Until 05/01/2022. (Tabled 05/15/2017)

C. Appointment(s) - P & Z Commission Appointed- Council Approved.

13. NEW BUSINESS.

A. Consent Agenda – Action.

B. Appointment(s)–Town Council Appointed.

1. **Ethics Commission – Alternate** – A Vacancy Exists Due to the Resignation of Jason Casey (R). Replacement Would be Until 10/31/2021.

C. Appointment(s) – Town Manager Appointed/Council Approved.

D. Appointment(s) - P & Z Commission Appointed- Council Approved.

E. Discussion/Resolution: Resolution Regarding Adopting the Policy and Procedure for Enfield Town Council Meetings.

14. ITEMS FOR DISCUSSION.

A. **Consent Agenda – Review.

B. Appointment(s) – Town Council Appointed.

C. Appointment(s) – Town Manager Appointed/Council Approved.

D. Appointment(s) – P & Z Commission Appointed- Council Approved.

E. **Discussion/Resolution: Request for Transfer of Funds for Community Development Historic Preservation Office \$50,000.

F. **Discussion/Resolution: Resolution Authorizing Expenditure for the Henry Barnard School Roof Replacement Project Phase III.

G. **Discussion/Resolution: Resolution Temporarily Moving the John F. Kennedy Middle School Voting Locations to the Senior Center.

H. **Discussion/Resolution: Resolution Authorizing the Town Manager to Sign Grant Applications to be Submitted to the North Central Area Agency on Aging for Fiscal Year 2020-21.

I. **Discussion/Resolution: Resolution to Schedule a Public Hearing Regarding the FY 2020/2021 Community Development Block Grant Program for Shelter Diversion Program.

J. **Discussion/Resolution: Resolution to Schedule a Public Hearing Regarding the FY 2020/2021 Community Development Block Grant Program for Housing Needs.

K. **Discussion/Resolution: Resolution authorizing the Town Manager to Enter a Memorandum of Understanding with REKOR Recognition.

15. MISCELLANEOUS.

16. PUBLIC COMMUNICATIONS/APPLIES ONLY IF PRIOR TO 11:00 p.m.

17. COUNCILOR COMMUNICATIONS.

18. ADJOURNMENT.

* REMOVE FROM AGENDA
** MOVE TO MISCELLANEOUS
*** WOULD LIKE TO BE CONSIDERED FOR REAPPOINTMENT

**ENFIELD TOWN COUNCIL
MINUTES OF A SPECIAL MEETING
TUESDAY, FEBRUARY 18, 2020**

The Special Meeting of the Enfield Town Council was called to order by Chairman Ludwick in the Enfield Room of the Enfield Town Hall, 820 Enfield Street, Enfield, Connecticut on Tuesday, February 18, 2020 at 6:00 p.m.

ROLL-CALL - Present were Councilors Bosco, Hemmeler, Kiner, Ludwick, Mangini, Muller, Riley, Sferrazza, Szewczak and Unghire. Councilor Cekala arrived at 6:20 p.m. Also present were Town Manager Christopher Bromson, Town Attorney, James Tallberg, Deputy Town Clerk, Karen Coolong.

MOTION #5363 by Councilor Ludwick, seconded by Councilor Muller to go into Executive Session to discuss Pending Legal Claim.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #5363** adopted 10-0-0 and the meeting stood recessed at 6:01 p.m.

EXECUTIVE SESSION

The Executive Session of the Enfield Town Council was called to order by Chairman Ludwick at 6:02 p.m.

ROLL-CALL - Present were Councilors Bosco, Hemmeler, Kiner, Ludwick, Mangini, Muller, Riley, Sferrazza, and Szewczak and Unghire. Councilor Cekala arrived at 6:20 p.m. Also present were Town Manager Christopher Bromson, Town Attorney, James Tallberg, Deputy Town Clerk, Karen Coolong.

Chairman Ludwick recessed the Executive Session at 6:57 p.m., reconvened the Special Meeting at 6:58 p.m. and stated that during Executive Session, Pending Legal Claim was discussed with no action or votes being taken.

ADJOURNMENT

MOTION #5364 by Councilor Muller seconded by Councilor Mangini to adjourn.

Upon a **SHOW OF HANDS** vote being taken the Chair declared **MOTION #5364** adopted 11-0-0 and the meeting stood adjourned at 6:59 p.m.

Suzanne F. Olechnicki
Town Clerk/Clerk of the Council

**ENFIELD TOWN COUNCIL
MINUTES OF A REGULAR MEETING
TUESDAY, FEBRUARY 18, 2020**

The Regular Meeting of the Enfield Town Council was called to order by Chairman Ludwick in the Council Chambers of the Enfield Town Hall, 820 Enfield Street, Enfield, Connecticut on Tuesday, February 18, 2020. The meeting was called to order at 7:11 p.m.

PRAYER – The Prayer was given by Chairman Mangini.

PLEDGE OF ALLEGIANCE – The Pledge of Allegiance was recited.

ROLL-CALL – Present were Councilors Bosco, Cekala, Hemmeler, Kiner, Ludwick, Mangini, Muller, Riley, Sferrazza, Szewczak, and Unghire. Also present were Town Manager, Christopher Bromson; Assistant Town Manager, Kasia Purciello; Deputy Town Clerk, Karen Coolong; Town Attorney, James Tallberg; Director of Finance, John Wilcox; Supervisor of Assessment and Revenue Collection, Della Froment; Director of Social Services, Cynthia Guerrerri

FIRE EVACUATION ANNOUNCEMENT

Chairman Ludwick made the fire evacuation announcement.

MINUTES OF PRECEDING MEETINGS

MOTION #5365 by Councilor Muller seconded by Councilor Mangini to accept the minutes of the February 3, 2020 Special Meeting.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #5365** adopted 11-0-0.

MOTION #5366 by Councilor Mangini seconded by Councilor Muller to accept the minutes of the February 3, 2020 Regular Meeting.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #5366** adopted 11-0-0.

SPECIAL GUESTS

Elderly Tax Credit

Present for this item were Director of Finance, John Wilcox and Supervisor of Assessment and Revenue Collection, Della Froment

Mr. Wilcox spoke about the Homeowner/Circuit Breaker Program. He explained this is a state-mandated program, and it's administered through credits to property taxes. He noted the Town of Enfield has a local ordinance, which matches the credits issued by the State program. He stated in Fiscal Year 2020, 500 residents have been assisted, and the cost to the State program was \$302,979, and the local match is \$301,608. He noted the credit amounts are set by the State and range from \$150 to \$1,250, and these credits are matched by the State program, so a resident will see on their tax bill the State benefit and the local benefit.

Ms. Froment then spoke about program requirements. She noted a person must be the owner of the property and be 65 years of age at the time of filing. She pointed out the person would have to turn 65 by December 31, 2019 to apply for this credit on the 2019 Grand List or the July 2020 billing. She stated it's also set by income limits by the State Office of Policy and Management, and for this year for filing between February 1st and May 15th for married is \$45,100 and \$37,000 for a single person. She noted other requirements include owning the home, which is being applied for on October 1, 2019 and it must be the primary residence. She noted this is acknowledgement that some people go south for the winter, but the primary residence must be in Enfield.

She stated if people are reapplying, reminders will be sent out. She noted applications are being taken through Community Services at 110 High Street at 860-253-6397. She explained the paperwork that's required to apply. She noted people under 65 years of age are eligible if they are 100% social security disabled.

Councilor Szewczak questioned if this is only purely income based and not asset based, and Ms. Froment responded that's correct. She noted it's adjusted gross income and social security.

Councilor Sferrazza questioned if someone is receiving \$20,000 from social security, does that count towards the income requirement, and Ms. Froment stated that income is included, however, an appeal can be made to the Office of Policy and Management explaining that it's a lump sum payment for a current year, and it's their decision whether or not the application is approved.

Councilor Sferrazza stated his understanding 500 Enfield residents qualified for these credits, and Mr. Wilcox responded that's correct.

Councilor Sferrazza questioned if it can be assumed that as long as people meet all the criteria, they will receive the credit, and Mr. Wilcox responded that's correct.

Councilor Riley questioned if the tax credit is a flat rate, and Ms. Froment explained it's a scale and somewhat of a calculation, and it varies anywhere from \$150 to \$1,250 off the tax bill.

Councilor Riley questioned whether that reduction shows on the tax bill, and Ms. Froment noted it shows the state and town benefit.

Councilor Bosco questioned how it's determined what the primary residence is if someone has a home in Florida, and Ms. Froment stated they do reach out to the county in Florida to learn if a person is getting an exemption in Florida.

Councilor Bosco stated his understanding the State did not fund this fully last year, and Ms. Froment stated the State does not fund this program anymore.

Councilor Bosco stated his understanding the Town of Enfield is paying 100% for this, and Mr. Wilcox responded that's correct. He explained previously all the towns in the State of Connecticut would submit their applications, and the State would then reimburse the towns up to the amount that they had appropriated for this program in the State budget. Mr. Bromson added this is an unfunded State mandate, and the Town gets no reimbursement. He stated the Town is not required to meet the State match, but the Town Council decided in the last two years to continue matching it for the second \$300,000, which it's not obligated to do.

Councilor Bosco stated for those people claiming Enfield isn't senior friendly, it should be known that the Town of Enfield is paying 100% of this tax credit because it's believed people need this assistance. Mr. Bromson added the Council did not abandon this program when there were big budget cuts a couple years ago.

Councilor Muller questioned whether a person must own a house outright, or can there be a mortgage, and Ms. Froment responded there can be a mortgage, but the person must hold the title to the home.

Councilor Sferrazza questioned clarification on the \$302,000 figure mentioned earlier by Mr. Wilcox. Mr. Bromson clarified the first half is \$300,000 that the State mandates the Town offers, and the Town must pay it. He noted the State used to reimburse the Town, and then they stopped. He explained the tax bill should not mention any contribution from the State. Councilor Sferrazza questioned if that change can be made so it's clear the Town is totally funding this program. Mr. Bromson noted that can be looked into, so that it's very clear to people that the Town of Enfield is paying the whole amount because the State shouldn't get credit for something they don't pay for.

Councilor Kiner clarified up until three years ago, the Town was paying \$300,000 and was matched by the State for \$300,000, so now the Town will be paying \$600,000. He questioned if staff has been in contact with State legislators to see if there's any possibility of the State funding this program in the upcoming budget. Councilor Riley stated she sent an email to Senator Kissel, and it was also forwarded to Representative Carol Hall requesting this be included in the proposed finance bill to have this reimbursement put back. She noted Senator Kissel stated he will put in a bill regarding this.

Councilor Szewczak agreed the Town should do these things, however, she feels this is different than providing food and utilities and things that diminish. She feels giving people a break on their

taxes is maintenance of an asset, and the State needs to either help the Town or they need to make the Town whole for maintaining the asset. She added if anyone needs State help later on, the State will take that asset. She feels the Town of Enfield is really good to the citizens of the community, and they need to be cognizant of what they're doing and they're actually helping the State as well.

Chairman Ludwick stated he knows of some people who applied for this, and he questioned if there are ways to make referrals. Ms. Froment stated one of the reasons they use the Community Services Office on High Street is that they keep a database. She noted if a person is eligible for the Homeowner Program, that person is probably eligible for other programs.

Chairman Ludwick suggested a press release because he knows there are more than 500 people who could use this program.

Councilor Riley questioned whether people must call to make an appointment, and Ms. Froment responded yes.

Mr. Bromson stated they will do press releases on the Town Manager and Social Services website.

Ms. Froment stated the Grand List did go up just over \$8 million dollars. Mr. Bromson stated that's 3% over last year. He noted this is a good indicator that Enfield has a lot of economic movement in the town for residential, businesses and industrial, and this is a good harbinger of things to come.

PUBLIC COMMUNICATIONS & PETITIONS

Karen LaPlante, 166 North Maple Street

Stated she's present on behalf of the Agricultural Commission. She noted they're having their second annual Northern Connecticut Agricultural Summit—Farming for Your Future on Saturday, February 29th at Asnuntuck Community College. She noted there will be a continental breakfast at 8:30 and the keynote speaker will be Joan Nichols, who is the Executive Director of the Connecticut Farm Bureau Association, and she will be speaking at 8:45 a.m. She noted there will be five breakout sessions that people can attend. She stated one session will be on hemp, and experts will be present from the State Department of Agriculture, UCONN and some of the local growers that had experience this year with hemp. She noted there will also be sessions on beekeeping, hydroponics, pollinating, meat regulations, raising backyard poultry, farm regulations and permits, farm resiliency, improving soil health, climate change and farm insurance. She stated this is a free event.

Jack Sheridan, 7 Buchanan Road

Stated he's sorry it was announced there's an \$8 million dollar increase in the Grand List because he believes the Town will just want to spend it.

Mr. Sheridan stated he's not getting answers to some questions. He noted he recently brought up the fiduciary fund and the Opera House Players and noted there's no financial status on where taxpayer money is going. He referred to the lights on police cruisers and he noted he did some research and learned these lights cause accidents. He questioned putting a \$500,000 facility at the dump when an average house costs \$250,000. He questioned \$36,349 for a Pickle Ball Court. He questioned who and how many people will use that.

He stated Enfield pays more for education and gets less. He stated his belief a lot of that has to do with grants because grant money is being spent on things that are not needed.

Robert Tkacz, 815 Woodgate Circle

Referred to previous comments about the rudeness of the Police Department and stated his hope the Town has a program to address this. He pointed out the School Board established programs to address complaints that they received from the public, and they took action. He stated his hope the Town Manager will comment on what programs have been put in place at the Police Department.

He spoke about staffing at the Police Department. He referred to an FBI report, which shows that in 2016 New Haven had 509 employees in their Police Department, which included civilians, and they downsized to 460 employees, and their population has increased. He noted Enfield keeps increasing its staff in the Police Department.

Mr. Tkacz provided 2018 statistics of four towns similar in size to Enfield:

Wallingford – 71 police officers and 22 civilians

Southington – 66 police officers and 21 civilians

Shelton – 50 police officers and 10 civilians

Enfield – 95 police officers

He stated crime is supposed to be declining. He noted one town has 105, which Councilor Sferrazza believes Enfield should be staffed at, and that town has a population of 52,000.

Mr. Tkacz stated his belief Enfield should be downsizing its spending and lowering the taxes because he believes this is how the town will grow.

He noted there were two deaths at the state line, and he questioned where the report is on that accident. He feels it's overdue, and the public should know why that chase went on.

Lucien LeFevre, 54 Kimberly Drive

Thanked Town Council members, Town staff and Board of Education members who attended the 70th annual Four Chaplin's Mass. He pointed out they are the only organization that has done 70 consecutive Four Chaplin's masses for 70 years.

Mr. LeFevre stated it's not too early to get on board with Wreaths Across America. He noted the goal is 1,800 wreaths to completely do St. Patrick's Cemetery. He stated people can go online and order the wreaths, and it's not too early to do it.

Karen LaPlante, 166 North Maple Street

Stated there's a proposed resolution on the agenda to allow the Director of Finance to send a letter to the Hazardville Water Company and the Connecticut Water Company stating the Town will no longer be responsible for fire protection charges. She noted this has to do with approximately \$1.3 million dollars that is a public utilities regulatory authority approved inch foot water main charge paid annually to the water companies for them to have the resources necessary to provide adequate water flows for fire protection throughout towns. She noted this is derived from the cost of water storage tanks, oversize water mains, hydrants and pump facilities. She stated her belief the Council may lead people to believe it's not their problem if they decide to stop paying this bill. She noted taxpayers will ultimately pay the bill, no matter who pays it – the fire districts or the Town. She stated everyone should agree they should pay the least amount possible. She stated by turning this over to the fire districts, it's just a way to get an additional \$41,000 without having to pay a bill because that's what the fire departments will have to charge extra to make up for the 3% the Town is taking, and that's only at the \$1.3 million dollars. She stated the Town should not do this.

Robert Tkacz, 815 Woodgate Circle

Stated this is another tax that will be passed onto the people. He noted the Town will not reduce its tax by that amount. He stated the fire departments have a higher taxing authority than the Town. He noted the Town must pay its share for fire protection.

Karen LaPlante, 166 North Maple Street

Stated the fire departments must charge an additional \$41,000 to be able to pay the bill. She noted the Town collects the extra \$41,000, and the fire departments are made whole, and they're able to pay the fire protection bill. She questioned if the taxpayers can conclude that this is just a ploy for the Town to get additional fees from the collection of revenue from the fire districts or is it just a ploy to get fees from the taxpayer. She feels either way the taxpayers are getting the short end of the stick. She questioned why should taxpayers pay an additional \$41,000 collection fee to the Town of Enfield Assessor's Office for a bill that should only be \$1.3 million, not \$1.341 million. She pointed out the Town already receives \$340,000 to process these bills and payments from all the fire districts. She questioned at what point are the fire districts going to decide to process their own bills and payments, and the Town will no longer see not only the \$340,000, but the additional \$41,000. She stated if the Town Council decides to pass this resolution, she questioned if they would decrease the budget by \$1.3 million or just find another way to spend it. She questioned if the Town would end up in litigation with either the water companies or the fire districts, due to this extortionate resolution. She questioned what kind of late fees will accumulate while this is being litigated, and how much more will the taxpayers have to pay because of this decision. She questioned what the additional litigation fees to the taxpayer might be.

COUNCILOR COMMUNICATIONS & PETITIONS

Councilor Sferrazza stated his belief it's unfair to equate staffing with crime rates. He noted a town might have a better crime rate because they're more proactive and prevent crime, and it doesn't show up. He noted other towns may not have the same services that the Enfield Police Department has, i.e., helping people when they're locked out of their cars, and police will take complaints in person, rather than just over the phone. He went on to note Enfield has a high number of sex offenders, and the law says that every three months these individuals must check in with the Police Department to make sure their address hasn't changed. He pointed out the Enfield Police Department goes beyond that, and they send out detectives in person to knock on the doors of these sex offenders every three months to be sure that person is doing what they're supposed to be doing. He noted if that person isn't doing what they're supposed to be doing, they go back to jail. He stated there is no mandate that the Enfield Police Department should do this.

He stated Enfield holds a unique position in that they're the first responders for medical emergencies, and in other towns the police don't do that. He noted Enfield has held a first responder license since the 1950's. He stated in an emergency, the first person people will see is sometimes a police officer, and most officers are EMT's.

Councilor Sferrazza stated when they recruit officers, they pick the best candidates possible. He noted the Enfield Police Department has an in-house polygrapher, and police candidates must take a polygraph test. He noted not many departments have an in-house polygrapher, and they then must send their candidates to a private contractor at \$500 per test. He stated Enfield has saved thousands of dollars because this test is administered in-house.

He stated if the citizens felt all these services aren't needed, they could cut back on staffing. He noted as a resident first, he wants these services. He stated he does not believe 95 is overstaffed, and they haven't increased that figure in years. He noted the detective division hasn't grown from 10 detectives in about 15 years, but their calls on identity theft and cyber-crime has increased.

Councilor Sferrazza noted Mr. Tkacz questioned whether there's a policy on rudeness. He noted they have a spelled-out policy that if anyone ever feels that something inappropriate has occurred, they have a right to go to the Police Department and fill out a complaint form. He stated within a certain period that complainant will be notified, the Chief's office will be notified, an investigator will be assigned, and the complaint will be investigated. He noted if a person doesn't want to sign the report, they don't have to.

As concerns the pursuit policy, Councilor Sferrazza stated he doesn't have the knowledge as to why that report hasn't been released. He noted Enfield has police officers that are trained as reconstructionists who investigate major accidents.

Councilor Mangini voiced her support of the Enfield Police Department, and she'd support an increase in police officers and any tools they need for their jobs. She stated Enfield residents live in a very safe environment and should be assured that the police have their backs.

She stated Trivia Night is coming up this Saturday at 7:00 p.m. at Mt. Carmel, and this is a fundraiser for First Readers.

Councilor Bosco referred to Mr. Tkacz's statistics and stated he would like to know what the population rises to in those towns during the day. He noted Enfield's population probably doubles during the day with all the businesses and stores in this town.

He stated the fire departments have the option of collecting their own taxes, and they can then collect 100%, but it would cost them a lot more to hire people to collect their taxes than what's being paid Enfield to do this for them. He pointed out when Enfield doesn't get paid for property or car taxes, it comes out of their pockets. He noted he would love to get rid of collecting taxes for the fire districts because every time the fire districts raise their taxes, people blamed the Town of Enfield because their tax bills get higher.

Councilor Hemmeler stated she recently spoke to a sixth grader, who is very happy to be attending the Eagle Academy.

She noted she spoke to another resident, who signed up for Dial-A-Ride and told her she really enjoys this service.

Councilor Hemmeler stated the Opera House Players are still doing their production of Legally Blonde. She noted she saw this production, and it was very entertaining and fun. She stated the last shows take place Friday, Saturday and Sunday this week.

She stated the recent Four Chaplin's Mass was very moving. She expressed appreciation for the lunch provided by the Post.

Councilor Hemmeler stated Panera is having its ribbon cutting at its new location on Friday at 10:00 a.m.

Councilor Muller stated Buzz Robotics is having a fundraiser pasta supper on Wednesday, March 4th from 5:00 to 8:00 p.m. at St. Bernard's Church at 426 Hazard Avenue. He noted the students are working very hard on the robot, and it's almost complete.

Councilor Riley stated First Readers' one and only fundraiser of the year is on Saturday at Mt. Carmel at 7:00 p.m. Doors open at 6:00 p.m. Tables of 10 are \$130, and single tickets are \$15. She noted you can bring drinks and treats and this is adults only. She noted they have great Trivia questions this year. She noted there will be raffles and prizes.

Councilor Szewczak referred to the issue raised by Ms. LaPlante regarding Hazardville Water Company and the Connecticut Water Company and the Town no longer being responsible for fire protection charges. She stated they need to always know what they're doing, and sometimes it takes something like a utility and a large rate increase and a bill that wasn't expected for them to understand that this is something they don't know about, and they need to investigate it and understand it. She noted just because they've always done something one way, doesn't mean they should always do it forever.

MOTION #5367 by Councilor Szewczak, seconded by Councilor Muller to suspend the rules to address under Miscellaneous Items 14 A1 through A3, E, F, G, H, I, J, K, L, M, N, O and Q.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #5367** adopted 11-0-0.

Councilor Unghire stated the seniors have a Blue Book coming out with all kinds of information that are senior related, and the final review will be March 9th. She noted after that, the book will go to print and be available for all seniors.

She stated the Senior Small Home Repair Program will start up again on March 31st. She noted if anyone has some small projects, they can call the senior center.

Councilor Bosco stated he previously asked what the Town's fixed costs are. He noted the Town has about a 1.5 mill increase every year due to fixed costs. He stated just like a household, the Town's bills go up too. He stated for budget time, he wants to see what the automatic tax increase is, so if the Town has to increase or decrease mills, people need to understand the fixed costs, i.e., unfunded mandates, salary increases, health insurance, workers' compensation, liability insurance and utilities. He noted these are all things the Town has no control over as to whether or not they're going to increase.

TOWN MANAGER REPORT AND COMMUNICATIONS

Responding to Councilor Bosco's comments about fixed costs, Mr. Bromson stated he will provide information about the cost of utilities, wage increases, CIP projects and the cost of doing business in town. He noted this information will be brought up at the public hearings and provided on the Town's website.

Mr. Bromson stated Enfield has a wonderful first responder system, which includes police, EMS and fire, and they work very well together.

He noted there has been a memo of understanding since 1976 to collect the taxes for the fire districts, and it stayed at 3% since 1976, and it's coming due in June. He stated there will be more discussion on this issue.

As concerns Mr. Sheridan's comment about the Opera House Players, Mr. Bromson stated initially the Town gave them the old senior center for \$1.00 per year, and last year or the year before it was raised to \$750 per month for rent, and they pay for all the cost of repairs and the utilities, and next year the rent goes up to \$1,000 per month. He stated in the end, the goal is for them to buy the building, continue making improvements and open it up as a wonderful cultural center for the town of Enfield. He noted at this point, he does not believe there's any contribution by the Town of Enfield to the Opera House Players.

Referring to the transfer station comments by Mr. Sheridan, Mr. Bromson stated there was a presentation about a "wish" to upgrade the transfer station. He noted it isn't written in stone, it hasn't been decided, and it will be looked at in the budget. He stated while the whole proposed package was \$555,000, the building itself was \$167,000. He noted the real ancillary costs that were expensive amounted to \$145,000 for site work, paving, and adequate parking and \$145,000 just to bring in the water main. He stated this proposal was not approved, and that will be discussed and decided by the Council when they look at the CIP portion of the budget this year.

As concerns police complaints, Mr. Bromson stated they do investigate police complaints. He noted the Chief of Police outlined the policy. He stated when he hears of a complaint, he immediately contacts the Chief of Police, and they usually investigate immediately. He noted if it is something more complex that would entail an internal affairs investigation, that could take longer. He stated they take complaints very seriously.

Referring to the state line accident, Mr. Bromson stated the Town is not involved in that investigation. He noted the Massachusetts State Police, the Longmeadow Police and the Connecticut State Police are conducting that investigation, and they're doing a very thorough job with the Massachusetts State Attorney's Office. He noted when they have results, they will make them known and share them.

Mr. Bromson referred to the upcoming Agricultural Fair and noted this was a great success last year with well over 100 people in attendance. He noted Enfield is an agricultural community and has a healthy farming community. He went on to note that Enfield has a community garden and grant money was given to the Town. He stated Thompsonville has a waiting list for the community garden, and they found other areas that could benefit by having these gardens. He noted they are planning to hold the Town's Farmers' Market on Sundays.

Chairman Ludwick referred to the Recreation Department and the start of a Chess Club for Grades 3 to 5 and stated his belief this is a fantastic idea. He feels this is a great game when trying to teach children to think. He requested Jason Neely come to a future meeting to talk about the progress of programs such as the instrument lending program.

He stated the Town of Enfield collected a million dollars of unpaid sewer tax over the last year or so, and they collected almost a million dollars of unpaid car taxes. He noted the Town is trying to do right by the taxpayers. He added they're also working on the ambulance fund.

Chairman Ludwick recommended people read the Project and Activities Report because it contains a lot of information.

TOWN ATTORNEY REPORT & COMMUNICATIONS

Attorney Tallberg stated Councilor Mangini had asked about the Captain Thomas Abby monument at the last meeting, and there is a written agreement about shared responsibilities between the Town of Enfield and the Enfield Congregational Church. He stated the Town is responsible for the maintenance and repair of the statue itself, whereas the Church is responsible for landscaping type activities.

REPORT OF SPECIAL COMMITTEES OF THE COUNCIL

Councilor Muller stated the JFK Building Committee meets this Thursday, and they'll approve the final drawings and bid specs. He noted on February 25th, the Committee presents to the Board of Education, and on February 26th the Committee goes to the State for final approval. He stated on March 3rd, the bid packages will go out, and they anticipate between 32 and 37 bid packages. He explained some of the bid packages include site services, demolition, concrete foundations, concrete slabs, masonry, structural steel, metals, carpentry, thermal and moisture protection, doors, windows, finishes, fire protection, plumbing, HVAC and electrical. He noted mobilization will begin during April break with a June groundbreaking ceremony planned.

Councilor Szewczak stated the DPW Committee met last week regarding roads, and in the 2020 budget they're looking to put the referendum limit of financing in for Somers Road. She noted there is the plan for the roads referendum in November, but Somers Road is a road that is in distress. She noted that road carries a lot of trucks, and they would like to put up signage requesting trucks not use that road, but that is not enforceable.

She stated the Facilities Committee will be meeting on February 27th, and they will discuss a concurrent system of doing roofs with a roof referendum in November. She noted the roof referendum would be for Town and School roofs. She pointed out the school roofs are all beyond the referendum limit due to the size of the buildings, but Town roofs are not. She noted Town roofs could be done through regular CIP, but it was believed a blend of the two would be better. She stated this would entail putting money in the 2020 budget for Phase I of the Eli Whitney and Hazardville Memorial Schools, so they don't lose a summer's worth of work.

Councilor Szewczak stated they will be discussing the transfer station at the Facilities Committee to learn what they can recommend for budget considerations.

OLD BUSINESS

APPOINTMENTS (TOWN COUNCIL & TOWN MANAGER)

All appointments remained tabled.

MOTION #5368 by Councilor Szewczak, seconded by Councilor Cekala to remove Item D. from the table.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #5368** adopted 11-0-0.

DISCUSSION: SCHOOL ROOF REPLACEMENTS

Councilor Szewczak stated she is asking this item be removed from the table at this time because the roof referendum being considered includes both School and Town roofs, and it's a five-year plan.

MOTION #5369 by Councilor Mangini, seconded by Councilor Muller to remove this item from the agenda.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #5369** adopted 11-0-0.

NEW BUSINESS

NOMINATION #5370 by Councilor Muller to reappoint Gretchen Pfeifer-Hall (R) to the Prison Town Liaison Committee for a term which expires 02/29/2022.

MOTION #5371 by Councilor Szewczak, seconded by Councilor Riley to close nominations.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #5371** adopted 11-0-0.

Upon a **ROLL-CALL** vote being taken, the Chair declared Gretchen Pfeifer-Hall reappointed to the Prison Town Liaison Committee by an 11-0-0 vote.

NOMINATION #5372 by Councilor Mangini to reappoint Nelson Rodriguez (D) to the Prison Town Liaison Committee for a term which expires 02/29/2022.

MOTION #5373 by Councilor Cekala, seconded by Councilor Muller to close nominations.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #5373** adopted 11-0-0.

Upon a **ROLL-CALL** vote being taken, the Chair declared Nelson Rodriguez reappointed to the Prison Town Liaison Committee by an 11-0-0 vote.

ITEMS FOR DISCUSSION

DISCUSSION/RESOLUTION: RESOLUTION REGARDING ADOPTING THE POLICY AND PROCEDURE FOR ENFIELD TOWN COUNCIL MEETINGS

Councilor Szewczak stated she has been working with Councilors Cekala and Hemmeler for about two months, and they are putting out the Policy and Procedure for Enfield Town Council Meetings for a first read. She noted they are looking for adoption on March 16th and requesting Town Council members read this document and submit any questions or concerns to the committee so they can be addressed.

All other items have been moved to Miscellaneous.

MISCELLANEOUS

MOTION #5374 by Councilor Muller, seconded by Councilor Mangini to accept the Consent Agenda.
Request for Transfer Town Manager \$3,600
Request for Transfer Youth & Family Services \$8,000
Request for Transfer Youth Services United Way \$3,800

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #5374** adopted 11-0-0.

RESOLUTION #5375 by Councilor Muller, seconded by Councilor Mangini.

RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made:

TO:	Enfield Child Development Center		
	Food/Food Related	22040432-563000	\$70,000
FROM:	USDA Head Start Grant		
	Revenue	22044432-413651	\$70,000

CERTIFICATION: I hereby certify that the above-stated funds are available as of February 6, 2020.

/s/ John Wilcox, Director of Finance

Mr. Bromson stated to reduce costs, the Enfield Child Development Center prepares meals on behalf of the Head Start and Stowe Learning Center, and the Board of Education pays per meal costs for the Development Center, and this transfer will cover until the end of the year. He noted there's no impact on the budget.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #5375** adopted 11-0-0.

RESOLUTION #5376 by Councilor Muller, seconded by Councilor Mangini.

RESOLVED, that in accordance with Chapter VII, Section II of the Town Charter the Enfield Town Council does hereby adopt the job description for Elderly Services Care Coordinator.

Mr. Bromson stated after the closure of the Adult Day Center, the Council indicated they wanted those funds to be earmarked and designated for seniors. He stated there was an identified need from people within the community and those effected by the closure of the Adult Day Center that there should be someone in charge of shepherding people through all of the different processes, i.e., Medicare, Medicaid and other programs for the elderly. He stated Cynthia Guerreri, Director of Social Services worked with Steve Bielenda, Director of Human Resources, to designate a person to do this job full time within the town to help Enfield's seniors.

Ms. Guerreri stated her office gets a lot of calls every day specific to issues that elderly people are facing. She noted this means detracting a social worker from working with the rest of the community in the adult division. She stated the Social Services Department really does focus a lot on youth, family and early childhood. She noted this would allow them to give the same amount of time and effort to seniors. She stated they really need someone who has a specialization in working with the elderly because the needs are very different.

Councilor Sferrazza stated some people have questioned why Social Services can't assign these duties to existing staff. Ms. Guerreri stated there are too many things to do for one person. She stated this position would be a care coordinator who links people to services they're not aware of. She noted they also work with people who walk in and have questions around managing Medicare.

Councilor Sferrazza stated he can see the value in having one central repository where all activities can be coordinated. He noted he would not like for residents on fixed incomes to miss out on a tax cut. He voiced his support of the resolution.

Councilor Riley referred to the job description, and she wants people to know that Enfield isn't going to go halfway, but rather all the way, which is why the minimum qualifications for this job is a master's degree in a social worker related field and two years of experience working with the elderly.

Ms. Guerreri stated the other very important part of this role is to maximize the resources already in town, i.e., coordinating with the circuit breaker program, the Commission on Aging, the isolated seniors, the Senior Minor Repair Program. She noted this will be the point person for all those moving parts as well as every community is required to have a municipal agent for the elderly, and this really solidifies that.

Chairman Ludwick stated someone could qualify for Medicare and Medicaid, and this is called dual-eligible. He noted many people probably don't realize that. He stated there's also the private sector that can help seniors. He stated many seniors are paying a lot for supplemental insurance.

Councilor Cekala stated she will support this. She noted this shouldn't have replaced what the Town offered through the Adult Day Center.

Councilor Sferrazza stated the Police Department is mandated to report situations where it's learned an elderly person is unable to take care of themselves. He questioned whether this position would have the ability to visit such homes, and Ms. Guerreri responded yes, this has to do with elder abuse reporting.

Mr. Bromson stated they will add this position because it's believed there's a need, and this position will be looked at in a year to see how many seniors have been helped.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #5376** adopted 11-0-0.

RESOLUTION #5377 by Councilor Muller, seconded by Councilor Riley

RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made:

TO:	Neighborhood and Community Services	\$27,990	
	Salaries	22040460-511000	\$20,000
	Health & Medical	22040460-521000	\$ 6,400
	Social Security	22040460-522000	\$ 1,240
	Medicare	22040460-522100	\$ 290
	Life	22040460-521500	\$ 60
FROM:	Adult Day Care	\$27,990	
	Salaries	22040431-511000	\$26,460
	Social Security	22040431-522000	\$ 1,240
	Medicare	22040431-522100	\$ 290

CERTIFICATION: I hereby certify that the above-stated funds are available as of February 11, 2020.

/s/ John Wilcox, Director of Finance

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #5377** adopted 11-0-0.

RESOLUTION #5378 by Councilor Muller, seconded by Councilor Mangini.

RESOLVED, that the Finance Director is authorized to carry forward unspent funds from the Distracted Driving Grant Fiscal Year 2019/20 Appropriations, revenue and expenditure accounts in Org code 25006130 into the next fiscal year until all monies are spent.

Present for this item was Sergeant Meier from the Enfield Police Traffic Division.

Sgt. Meier stated each year the Department of Transportation, through their Highway Safety Office, reviews all the crash statistics for each town, and they analyze different areas and ways they can break down federal money and pass that money onto towns. He noted one of the categories is distracted driving, and they identified Enfield as a town that could benefit from grant money for distracted driving. He stated Enfield applied for the grant and was approved for up to \$25,000 in grant funds.

Councilor Sferrazza stated his understanding Enfield is looked upon very favorably by the State compared to some other towns, and Sgt. Meier responded Enfield gets quite a few grants from the State. Councilor Sferrazza stated that speaks to the fact that the officers out on the street are making those stops that need to be made. He noted the State analyzes that information through the UCONN Traffic Office. He stated distracted driving is becoming the number one reason for fatalities. He congratulated the Police Department for pursuing this.

Sgt. Meier stated this is a 100% reimbursable grant with no cost to the town.

Sgt. Meier stated Enfield partners with Vernon, East Windsor, South Windsor, Glastonbury, Manchester and Coventry, and they all share grant resources through all the traffic safety grants, i.e., training, networking, etc.

Councilor Mangini questioned if this is a two-year grant, why are they transferring money if it's a grant. Sgt. Meier explained they are not funding this out of Town funds, but rather it's money that's going to be reimbursed later. He noted they must transfer the money in, and later the Town will be reimbursed by the State.

Councilor Sferrazza questioned if a Traffic Reconstructionist goes through the normal police academy. Sgt. Meier stated once an officer gets into the division, there are three 80-hour courses, and the officer must successfully pass tests for each course. He noted it's a lot of mathematics and calculations. He stated that's just to become a minimal crash reconstructionist, and then there are all the specialty schools, i.e., motorcycles, pedestrians, etc.

Councilor Sferrazza stated his understanding that once a reconstructionist has completed all training, they can testify in court as an expert, and Sgt. Meier responded yes.

Councilor Sferrazza questioned whether most Police Departments have at least one or two traffic reconstructionists, and Sgt. Meier responded they may have one or two. Councilor Sferrazza questioned how many reconstructionists Enfield has, and Sgt. Meier responded Enfield has four reconstructionists.

Councilor Sferrazza stated when Enfield needs assistance from other towns, they call in metro partners because Enfield helps them. He questioned whether metro partners charge money to come to Enfield, and Sgt. Meier responded no. Councilor Sferrazza stated Enfield receives services from other departments, and in turn, Enfield would send its officers to help them. He noted by doing this, Enfield is getting the best investigation possible at the lowest possible cost.

Councilor Muller questioned if Sgt. Meier writes the grant, and Sgt. Meier responded yes.

Chairman Ludwick questioned if this money is more for checkpoints, or other things. Sgt. Meier stated DOT sets the parameters for all the grants. He noted this specific one is similar to a checkpoint style. He stated there will be a spotter, who will call in violations to officers down the road. He noted DOT also wants some type of media push associated with this activity for the purpose of awareness.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #5378** adopted 11-0-0.

RESOLUTION #5379 by Councilor Muller, seconded by Councilor Mangini.

RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made:

TO:	Distracted Driving Enforcement Program		
	Overtime	25006130 514000	\$23,576.00
	Medicare	25006130 522100	\$ 341.85
	Workers Comp	25006130 526000	\$ 195.68
	Unemployment	25006130 525000	\$ 42.44
FROM:	Distracted Driving Enforcement Program		
	DDHVE Grant Revenue	25006130 461211	\$24,155.97

CERTIFICATON: I hereby certify that the above-stated funds are available as of January 28, 2020.

/s/ John Wilcox, Director of Finance

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #5379** adopted 11-0-0.

RESOLUTION #5380 by Councilor Muller, seconded by Councilor Riley.

RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made:

FROM:	General Fund Unallocated Expenditures-Contingency 10800092-584000 \$36,349	TO: General Fund-Unallocated-Transfers To Capital 10800092-593010 \$36,349
FROM:	Capital & Nonrecurring Fund CIP Fund Rev-FY2019-2020-General Fund Transfer In 31042020-480001 \$36,349	TO: Tennis Courts-Construction Services 3108801-545000 \$36,349

CERTIFICATION: I hereby certify that the above-stated funds are available as of February 11, 2020.

/s/ John Wilcox, Director of Finance

Councilor Szewczak stated they have been working on this for three years. She noted there are a lot of Pickle Ball players at the South Road tennis courts. She stated those tennis courts were slated to be resurfaced and the cracks filled, and in the interim, there was community support that this be converted to an actual Pickle Ball facility. She noted these courts can be reserved once the work is completed.

Councilor Cekala questioned if the attendance and participation is the same now as it was three years ago, and Councilor Szewczak responded it seems to be as high, if not higher. She stated it seems to be trickling down from the senior-aged players to younger players. She noted this is a sport that's going on across the country.

Councilor Cekala questioned whether this will prevent that court from being used for something else should that need arise. Councilor Szewczak responded this only has to do with striping. She noted as concerns the courts at the annex, there may be double striping so people can play either tennis or Pickle Ball.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #5380** adopted 11-0-0.

RESOLUTION #5381 by Councilor Muller, seconded by Councilor Szewczak.

WHEREAS, Construction Solutions Group, LLC and the Town of Enfield executed an Agreement on August 20, 2019, to perform Owner's Representative Services in connection with the design and construction of John F. Kennedy Middle School State Project; and

WHEREAS, Section 10., subsection D.4., of the Agreement requires Professional Liability coverage with a minimum of \$5,000,000 per claim/\$5,000,000 Annual Aggregate; and

WHEREAS, Construction Solutions Group, LLC is requesting that the amount of this coverage be reduced to \$1,000,000 per claim/\$1,000,000 Annual Aggregate.

NOW, THEREFORE, BE IT RESOLVED, that the Enfield Town Council authorizes the Town Manager to sign the Amendment to the Agreement with Construction Solutions Group, LLC revising the insurance provisions.

Mr. Bromson stated a legal opinion was requested because when the Town went out for an RFQ, \$5 million dollars in liability was requested, and the contract provided for \$5 million dollars in liability, and now Construction Solutions Group is requesting a reduction to \$1 million dollars. He noted under the contract that the Council approved and authorized him to sign, he's authorized to sign for amendments, however, he was not comfortable doing this without Council input. He stated a legal opinion was requested, and it was stated they have the right to do this. He stated he is not the proponent of this, so unless someone is here from the Building Committee or someone wants to speak as to what the merits are, this can be tabled until the next meeting.

Present was Christopher Cykley from Construction Solutions Group, LLC.

Mr. Cykley stated Construction Solutions Group did request that the professional liability insurance umbrella limit be reduced to \$1,000,000. He noted \$1,000,000 is standard for what the State of Connecticut Department of Administrative Services requires for their services. He noted the \$5 million dollar limit was simply an oversight. He stated they saw that the umbrella limit was \$5 million dollars in the RFP, but when they went through their contract signing, they were then told by their insurance agent that the umbrella policy does not cover the professional liability umbrella. He stated the professional liability umbrella is what they are asking to be reduced to the State standard of \$1 million dollars and not \$5 million dollars.

Councilor Sferrazza stated he's okay with this, but he'd like to hear from the Town Attorney because the RFP said one thing, and now they're changing it. Attorney Tallberg stated the Council has within their packet a two-page legal opinion, which was signed on January 27th. He noted this has been researched, and if the amendment is in writing, which it is, it's their determination that it can be amended. He stated anybody can then try to challenge this, but there's case law, including a case in which the Town of Enfield was a defendant where a losing bidder challenged a subsequent

bid change, and in that case, they did not have standing. He stated he feels comfortable at this point that if the Council made this change, it would be enforceable.

Councilor Szewczak stated the industry standard for the work that they do would be \$1 million dollars. She noted they don't normally see \$5 million dollars. She stated she will support the Resolution.

Chairman Ludwick questioned why this didn't come up during the RFP process. Mr. Cykley stated it was just an oversight with the use of the word umbrella. He explained they have a \$5 million-dollar excess umbrella insurance policy, but that umbrella doesn't carry over on the professional liability. He stated they figured they had the \$5 million dollar umbrella covered, but their insurance agent said those are two separate policies. He noted they must carry a separate policy for the professional liability umbrella.

Chairman Ludwick stated he would like to hear someone from the Committee explain this. Mr. Bromson stated he, the Director of Finance and the Town Attorney's Office felt that in order to maintain the integrity of the bidding system, and as long as this is done in the open and in public, and there's a discussion as to why they're comfortable with this, they won't oppose this.

Chairman Ludwick questioned what the \$5 million dollars and \$1 million dollars cover. Mr. Cykley stated the \$1 million dollars is the professional liability, i.e., if an architect or engineer was signing off on things, and there were errors of omission. Chairman Ludwick questioned if this was an oversight by both the bidder and the Committee, and Mr. Cykley stated the insurance requirement was a \$5 million-dollar professional umbrella. He stated because they have a \$5 million dollar umbrella, they thought the umbrella covers both policies, and in fact, it does not. He noted a general excess umbrella does not cover professional liability because it's a standalone policy. He pointed out they have both, but the umbrella of \$5 million dollars doesn't cover the professional liability.

Councilor Cekala stated she wants it on the record that no insurance coverage is being lost by making this reduction.

Mr. Cykley stated they have never seen a \$5 million-dollar professional liability umbrella on an RFP for their services.

Councilor Mangini stated she wants to be sure the Town will not be at a loss either financially or coverage-wise.

Mr. Bromson invited the Director of Finance to confirm this information.

Mr. Wilcox stated they deferred to the Town Attorney to be sure this can be done.

Councilor Sferrazza stated he's comfortable with the legality of this based on what Attorney Tallberg stated. He questioned if the Town consulted with the Town's insurance agents to be sure

they're okay with this, and Mr. Wilcox responded they did, and the response was that the owner's rep was not in a position to be making those types of decisions, but rather they'd expect it more from the architect or a similar position, and they were comfortable with this.

Councilor Bosco questioned if this already went out to bid and was told that it did. He questioned whether an amended bid could go out to see if someone would drop their price. He noted other bidders might not be happy.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #5381** adopted 9-2-0, with Councilors Bosco and Ludwick voting against the resolution.

RESOLUTION #5382 by Councilor Mangini, seconded by Councilor Riley.

WHEREAS, poetry tells the history of the human feeling and can sustain the emotional memory of a community while allowing us to perceive our experience with greater richness and complexity; and

WHEREAS, poetry can carry us to the frontiers of linguistic imagination so that we can articulate our vision of the future; and

WHEREAS, knowledge of poetic traditions allows us to know more about our own culture and can serve as a passport to the cultures of others; and

WHEREAS, Enfield Culture and Arts Commission has developed policies and procedures for the selection of the holder of the honorary position; and

WHEREAS, the Enfield Culture and Arts Commission is hereby authorized to coordinate the selection of a Poet Laureate for the Town of Enfield; and

WHEREAS, the position is voluntary in nature and such honorary position shall not be considered as being an employee, nor an elected official of the Town of Enfield, Connecticut and as such cannot legally bind or obligate the Town in transactions with others; and

WHEREAS, two members of the Town Council and one staff liaison of the Town's employment will serve as the municipal representatives to provide guidance to the members of Enfield Culture and Arts Commission as necessary.

NOW, THEREFORE, BE IT RESOLVED, the future Enfield Poet Laureates shall be appointed by the Enfield Culture and Arts Commission for a term of two years and be approved by the Enfield Town Council; and

BE IT FURTHER RESOLVED, the honorary position of Poet Laureate is hereby acknowledged by the Town Council of the Town of Enfield.

Present for this item were Emily McIntosh and Emily Clifford from the Enfield Culture and Arts Commission.

Ms. McIntosh stated through Sustainable Connecticut, municipalities can voluntarily put in an application to be part of that community and that would open them up for different grants, which they can use to develop economic growth in Enfield. She noted through this application process, there are different areas where they must meet certain criteria. She explained there's an Arts & Culture section, so Enfield's Culture and Arts Commission has started working towards fulfilling those requirements. She noted one of the programs is the Poet Laureate, and they're aware of one town resident, who is interested in this. She stated through the application process, they can decide who best meets the criteria and who will best represent Enfield. She noted they will then present that individual to the Town Council for final approval.

Ms. Purciello explained the Sustainable Connecticut internal committee has been meeting on a monthly basis. She noted they divided up the work to look at all the different spectrums across the town, which includes anything from housing to arts, and Public Works is highly involved. She noted by next month, they hope to compile their point totals, and they're very confident that Enfield will be able to achieve bronze accreditation. She stated their early application deadline is around April, therefore, they hope to be able to present to the Council in May.

Councilor Hemmeler stated she's a liaison on the Enfield Culture and Arts Commission, and they have a lot of great ideas.

Councilor Kiner stated Enfield is fortunate to have such a vibrant Cultural Arts Commission. He noted this poet laureate position is a win-win situation, and this person will be working with the schools and libraries. He stated other communities have poet laureates to foster culture and poetry in the community. He noted this is a very worthwhile endeavor.

Councilor Mangini stated there used to be a Connecticut Writers League, and she was a member and she has written poetry. She feels it would be great to bring this to the schools and community. She expressed appreciation for this effort.

Chairman Ludwick stated this is a great job with the Sustainable Connecticut, and he believes it's great that Enfield will be bronze status. He acknowledged that cultural arts are also part of economic development.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #5382** adopted 11-0-0.

RESOLUTION #5383 by Councilor Mangini, seconded by Councilor Muller.

WHEREAS, Amplify, Inc. has provided a grant opportunity to the Youth and Family Services Division; and

WHEREAS, Youth and Family Services Division is in the process of submitting a grant application to Amplify, Inc. for the Connecticut State Opioid Response-Community Mini Grant,

NOW, THEREFORE, BE IT RESOLVED, that the Town Manager is authorized to sign and submit the grant application subject to review and approval by the Town Attorney, in the name and on behalf of the Town of Enfield with Amplify, Inc. and to affix the Corporate Seal.

Mr. Bromson stated this is a \$5,000 grant, and it's part of the war on the front to combat opioids. He noted this is a collaborative effort with the Connecticut Department of Mental Health and Addiction Services, Youth and Family Services. He noted Youth and Family Services will work with the Rotary and the Lions Club to help promote safe storage of medications.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #5383** adopted 11-0-0.

RESOLUTION #5384 by Councilor Muller, seconded by Councilor Mangini.

WHEREAS, the United States Naval Criminal Investigative Service (NCIS) has implemented and oversees a law enforcement information sharing initiative known as the Northeast Law Enforcement Information Exchange (Northeast LlnX); and

WHEREAS, access to this information sharing system will be available to the Enfield Police Department as an aspect of the department's upcoming conversion to the NexGen CAD/RMS system; and

WHEREAS, information available through this system is limited to legally sharable information amongst eligible law enforcement agencies, and this information may be used for official law enforcement purposes only; and

WHEREAS, this agreement is terminable at any time upon the mutual agreement of both parties, or is terminable with thirty days' notice by any one party and

WHEREAS, the Enfield Police Department has been invited to enter into this Northeast LlnX information exchange system,

NOW, THEREFORE, BE IT RESOLVED, that the Town Council authorized the Town Manager to enter into this Memorandum of Understanding in furtherance of this information sharing system.

Mr. Bromson stated because of Enfield's transition to the NexGen system of communication and software, Enfield is now eligible to receive this. He noted Chief Fox recommends this, and there's no cost to the Town. He stated these collaborative efforts with the federal government are very beneficial to the Town, and Enfield derives a lot of assistance and information at no cost, and this involves information and resources that the Town wouldn't otherwise be able to do on its own.

Councilor Sferrazza stated this helps keep the community safe, therefore, he supports it.

Mr. Bromson stated these relationships and networking are important. He noted the U.S. Supervisory FBI agent, Brian Turner, who came before the Council has now been promoted to be a Deputy Director of the FBI, and he'll be going to Washington. He stated this is a good friend to have, so these relationships are important.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #5384** adopted 11-0-0.

RESOLUTION #5385 by Councilor Muller, seconded by Councilor Riley.

WHEREAS, the Hazardville Water Company and Connecticut Water Company bill the Town of Enfield for public fire protection charges; and

WHEREAS, public fire protection charges are based upon the length and diameter of water lines; and

WHEREAS, the rate for these charges is approved by the State of Connecticut's Public Utilities Regulatory Authority; and

WHEREAS, the Town of Enfield believes it is not responsible for the payment of these charges,

NOW THEREFORE BE IT RESOLVED, the Enfield Town Council hereby directs the Director of Finance to give written notice to Hazardville Water Company and Connecticut Water Company that the Town of Enfield will no longer be responsible for paying the public fire protection charges.

Councilor Mangini stated she will not support this resolution because she feels at this juncture this is a little premature.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #5385** adopted 8-3-0, with Councilors Cekala, Kiner and Mangini voting against the resolution.

RESOLUTION #5386 by Councilor Muller, seconded by Councilor Mangini.

WHEREAS, the Town Council adopted Resolution No. 4472 establishing the permanent Joint Facilities Committee (Committee); and

WHEREAS, Resolution No. 4472 established the membership and appointment criteria establishing a committee of up to twelve (12) members; and

WHEREAS, the Town Council desires to amend the criteria for appointments to the Committee,

NOW THEREFORE BE IT RESOLVED, that the Town Council appoint four (4) of its members to the Committee and that, of the four (4) Town Council members on the Committee, two (2) shall be members of the majority political party then seated on the Town Council and two (2) shall be members of the minority political party then seated on the Town Council; and

BE IT FURTHER RESOLVED, that the Board of Education appoint four (4) of its members to the Committee and that, of the four (4) Board of Education members on the Committee, two (2) shall be members of the majority political party then seated on the Board of Education and two (2) shall be members of the minority political party then seated on the Board of Education; and

BE IT FURTHER RESOLVED, that the majority political party then seated on the Town Council appoint two (2) electors to the Committee, and that the minority political party with the most members on the Council (predominant minority party) appoint one (1) elector to the Committee; and

BE IT FURTHER RESOLVED, that the majority political party then seated on the Board of Education appoint one (1) elector to the Committee; and

BE IT FURTHER RESOLVED, that all other provisions of Resolution No. 4472 shall remain in full force and effect.

Councilor Mangini thanked Councilor Szewczak because she worked very hard on this and did a great job.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #5386** adopted 11-0-0.

PUBLIC COMMUNICATIONS

Robert Tkacz, 815 Woodgate Circle

Stated when he comes before the Council with facts, and he can't defend them because some people think it's negative. He noted it's not negative. He stated his real question is why Enfield needs more police officers than the other towns. He referred to Councilor Sferrazza's comment about Enfield having first responders. He noted one morning he heard the sirens, and he sees an EMT coming into his apartment complex. He stated EMS was the first responder followed by the Enfield Fire Department. He noted five minutes later the police show up.

Mr. Tkacz stated his daughter locked her keys in her car in Wallingford, and the police were there within two minutes and opened her door. He stated the Enfield Police Department should publish all the services that they provide.

He stated his belief the figure of 60,000 people in Enfield on a daily basis is bogus. He noted there's no such statistic. He stated Shelton says they have 70,000, and they have 45 less police officers, and they do publish the commuters in and out.

Mr. Tkacz stated Enfield has a lot of jobs in Enfield, so it's a wash because Enfield doesn't get more people. He noted the mall is in shambles. He pointed out 9,000 stores per year close. He noted Pier 1 is closing 450 stores and two distribution warehouses. He stated he read that a lot of the big box stores are taking all the sales.

He stated when he comes before the Council with facts, some people take it as a negative. He noted a list should be given why Enfield is a better place, and he hasn't seen it.

Mr. Tkacz stated the Town Manager is doing a great job, and he believes he's probably the best Town Manager Enfield has ever had.

He concluded stating Enfield neglects its history. He noted the past town managers aren't known or who were the past Town Council members, and there's a plaque with misspellings and information is not up to date. He noted Milford puts pictures of their sports hall of fame in the Town Hall, and Enfield doesn't honor the people that made Enfield great.

Karen LaPlante 166 North Maple Street

She stated if a bid gets put out, it should be what it is, and it shouldn't change after the fact. She noted if there's going to be a change, it should be re-bid because it's unfair to everybody that submitted a bid.

As concerns fire protection, Ms. LaPlante noted she looked at the Comprehensive Annual Financial Report for the year ended June 30, 2019, and it shows for the past three years fire taxes that there's \$283,000 in uncollected fire taxes for June 30, 2019. She noted of that, it appears \$79,000 is late fees, which the Town collects, and she doesn't believe the fire districts get any of that, so the Town is getting its 18% if its collected. She stated the Town was paid \$1,030,756 over the past three years to collect that money. She noted if the fees are taken out, the Town netted \$826,756 from the fire districts to basically do electronic filing. She concluded stating she doesn't feel the Town is losing money on this deal, but rather the taxpayers are losing the money.

Robert Tkacz, 815 Woodgate Circle

Stated the School Board adopted their budget at their last meeting. He noted one of the members who was on the Finance Committee had reservations and indicated he was not comfortable with it. He stated when they went to one high school, there was not one layoff. He noted Enfield is 38th out of 169 towns as concerns administrative costs. He stated Enfield is staffed for 7,000 students, and there are less than 5,000. He questioned when they're going to make some cuts. He noted the Age 15 to Age 35 population has declined, and that effects the Police Departments because they need less police officers. He noted when the population was at 45,000, there were young people, and that's the age that commits 80% of the crime. He stated the Town

should be looking at all of these numbers and right-size the town. He stated his belief they are overstaffed in the schools and in the Police Department.

COUNCILOR COMMUNICATIONS

Referring to Mr. Tkacz's comments about statistics, Councilor Bosco stated Mr. Tkacz should check what the population increase is in each town during the day.

Councilor Sferrazza stated when he was referring to first responders, the first medical entity that arrives is not the first responder at all. He noted OEMS recognizes the Town of Enfield Police Department as the first medical responders, but it doesn't mean they get there first. He noted that's not the case in other towns.

ADJOURNMENT

MOTION #5387 by Councilor Muller, seconded by Councilor Szewczak to adjourn.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #5387** adopted 11-0-0, and the meeting adjourned at 9:55 p.m.

Respectfully submitted,

Suzanne F. Olechnicki
Town Clerk
Clerk of the Council

Jeannette Lamontagne
Secretary to the Council

Appended to minutes of February 18, 2020 Regular
Town Council Meeting See Page 13

ENFIELD TOWN COUNCIL
REQUEST FOR TRANSFER OF FUNDS
RESOLUTION NO. _____

RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made.

FROM:	Clean and Lien	TO:	
23306120-542400	\$3,600	23306120-593000	\$3,600
Clean and Lien – Grounds Services		Clean and Lien – Fund Transfers Out	

FROM: General Fund	TO:	
10040000-488000	1012000-555000	\$3,600
General Fund Revenue – Trfs In - Other Funds	Town Manager – Other Purchases Services	

CERTIFICATION: I hereby certify that the above-stated funds are available as of February 11, 2020.

John A. Wilcox, Director of Finance

Date:

APPROVED BY: _____
Christopher W. Bromson, Town Manager

Date

ENFIELD TOWN COUNCIL
REQUEST FOR TRANSFER OF FUNDS
RESOLUTION NO. _____

RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made.

TO: Youth & Family Services		
Other Professional Services	22040450-533900	\$8,000

FROM: Youth & Family Services		
Travel	22044450-558000	\$8,000

CERTIFICATION: I hereby certify that the above-stated funds are available as of February 6, 2020.

John Wilcox, Director of Finance

Date:

APPROVED BY: _____ Town Manager Date: _____

**TOWN OF ENFIELD
JOB DESCRIPTION
SOCIAL SERVICES**

Elderly Services Care Coordinator

GENERAL STATEMENT OF DUTIES: Responsible for provision of direct service, care coordination, and support services for elderly residents in order to promote aging in place. Includes coordination of service delivery system within Social Services in partnership with community providers.

SUPERVISION RECEIVED: Reports directly to the Social Services Director.

SUPERVISION EXERCISED: May be required to supervise staff in the absence of the Social Service Director.

ESSENTIAL JOB FUNCTIONS: Conduct comprehensive care planning assessments, including depression screens, to identify needs and to develop a client-centered plan of service and support. Provides social work services including short-term counseling, community resource planning, and crisis intervention; provide client and family education on issues, supports and services impacting elder family members' quality of life; serve as liaison to town and community service providers; conducts home visits as indicated; provide CHOICES counseling; serve as the Social Services liaison to the Enfield Commission on Aging, the Senior Center, and the Circuit-Breaker program; maintain current information on state and federal efforts for programs and policies in support of aging-in-place

OTHER JOB FUNCTIONS: Performs related work as required.

PHYSICAL DEMANDS: The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this job.

While performing the duties of this job, the employee is frequently required to sit, talk and hear. The employee is occasionally required to climb, balance, stoop, kneel, crouch, reach with hands and arms, stand, walk, use hands to finger, handle, feel or operate objects, tools, or controls. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.

While performing the duties of this job the employee is occasionally required to lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

WORK ENVIRONMENT: The work characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable

accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

Work is routinely performed in an office and home environment. The employee is occasionally exposed to communicable diseases, toxic substances and medicinal preparations. While performing the duties of this job, the employee occasionally works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions.

Must be able to perform tasks requiring independent knowledge. Must be able to concentrate on fine detail with constant interruption, attend to task for 45-60 minutes at a time and remember multiple assignments given over long period of time.

The noise level in the work environment is usually quiet in the office and moderate in the field.

MINIMUM QUALIFICATIONS:

KNOWLEDGE, SKILL AND ABILITY: Knowledge of the various programs available to the residents of the Town. Ability to assist in the operation of an established program for services provided. Ability to understand simple, written and oral directions; ability to work harmoniously with program participants and the general public. Should have ability to recognize abnormal behavior patterns in clients. Complete understanding of computer operation necessary.

EXPERIENCE AND TRAINING: Master's Degree in social work or related field and two (2) years of experience working with the elderly and the senior services system of care. Must be a licensed/eligible social worker. Any equivalent combination of experience and education. Must possess a valid driver's license. Certification in Geriatric Care management a plus.

This job description is not, nor is it intended to be, a complete statement of all duties, functions and responsibilities that comprise this position. ADOPTED; February 18, 2020



TOWN OF ENFIELD

APPLICATION FOR VACANCY ON AGENCIES, BOARDS & COMMISSIONS



Name Carolyn D. Surdel Date 02-15-2020

Address 14 Rockland Drive, Enfield

Telephone (Home) 860-741-2951 (Work) N/A retired

Email Address 3075p@carolyn@yah.com Occupation retired

Registered Voter (Yes) (No) Party Affiliation Independent

Agency, Board, or Commission Interested In: Beautification Commission

New Appointment Reappointment

If this is a reappointment, please list the number of meetings attended during the last 12 months. N/A

Please outline your qualifications and how you feel you would contribute to the Agency, Board or Commission.

I have been a gardener since a child, and take pride in my yard's gardens. I am the current V.P. of the Enfield Garden Club and enjoy all that the club provides, especially keeping Enfield blooming Spring thru Fall. Taking an active part in this (over

Have you ever served on an Agency, Board or Commission in Enfield or elsewhere? I WAS ON the CT Assoc of Health Care preparing monthly FINANCIALS
If yes, please state the name of the Agency, Board or Commission and the time served. 17 years

As the Staff Accountant.

If the Agency, Board or Commission which you requested has no more vacancies, would you consider appointment to another? Not at this time.

PLEASE MAIL TO:

TOWN MANAGER'S OFFICE
TOWN OF ENFIELD
820 ENFIELD STREET
ENFIELD CT 06082

OR FAX to 253-6310

THANK YOU FOR YOUR INTEREST IN THE TOWN OF ENFIELD

Commission with help both entities better understand where we want Enfield to go in the near and distant future; with regards to conservation, beautification and appeal to visitors to our town.

McCarthy, Debra

From: noreply@civicplus.com
Sent: Tuesday, December 10, 2019 10:07 AM
To: McCarthy, Debra
Subject: Online Form Submittal: Application for Vacancy on Boards, Agencies & Commissions

Application for Vacancy on Boards, Agencies & Commissions

Date	12/10/2019
First and Last Name	Timothy Neville
Address	25 Jewel St
City	Enfield
State	CT
Zip	06082
Phone Number	8607499042
Second Phone:	8604905224
Email	tfneville@gmail.com
Occupation	Retired Middle School Principal
Occupation Phone Number	Retired
Party Affiliation	Democratic
Registered Voter	Yes
Name of the Board You Wish to Apply For:	Joint Facilities Committee
Appointment	New Appointment
Please outline your qualifications and how you feel you would contribute to the committee or commission:	BOE Member 8 yrs, EHS Bldg Comm 5 yrs, JFK Pre Ref/ Bldg Comm 2 yrs, Joint Facilities Comm 5 yrs. Worked with Donna on both versions of Joint facilities committees as we put together roofing project plans and phasing. My commitment to Town is total and since resigning from the BOE would like to continue the work we started.
Have you ever served on a Board, Commission or	Yes

Agency in Enfield or elsewhere?

If so, please state name of board, commission or agency and time served:

BOE, Joint Facilities, EHS Bldg Comm, JFK Bldg, (Years served -listed above)

If this is a reappointment, please list the number of meetings attended during the last 12 months:

Though not a reappointment , I've been a BOE of Ed rep for last few years. Attended at least 90% of meetings.

If the committee or commission which you requested has no more vacancies, would you consider appointment to another committee or commission?

No

Email not displaying correctly? [View it in your browser.](#)



TOWN OF ENFIELD

APPLICATION FOR VACANCY ON
AGENCIES, BOARDS & COMMISSIONS



Name IGNATIUS J. MANISCALCO Date 9-15-2017

Address 23 Plainfield St Enfield, Ct 06082

Telephone (Home) 860745-1723 (Work) -

Email Address - Occupation Retired

Registered Voter (Yes) (No) Party Affiliation D

Agency, Board, or Commission Interested In: Patriots Committee.

New Appointment Reappointment

If this is a reappointment, please list the number of meetings attended during the last 12 months. 1

Please outline your qualifications and how you feel you would contribute to the Agency, Board or

Commission. I AM A FAIR Minded person

AND I would vote For The most qualified
PERSON.

Have you ever served on an Agency, Board or Commission in Enfield or elsewhere? No

If yes, please state the name of the Agency, Board or Commission and the time served. _____

Patriots - 1 yr.

If the Agency, Board or Commission which you requested has no more vacancies, would you consider
appointment to another? No

PLEASE MAIL TO:

TOWN MANAGER'S OFFICE
TOWN OF ENFIELD
820 ENFIELD STREET
ENFIELD CT 06082

OR FAX to 253-6310

**THANK YOU FOR YOUR
INTEREST IN THE
TOWN OF ENFIELD**



TOWN OF ENFIELD

APPLICATION FOR VACANCY ON
AGENCIES, BOARDS & COMMISSIONS



Name Frank J. Pasini Jr. Date 4-1-18

Address 1 Peggy Lane Enfield Ct. 06082

Telephone (Home) 866-253-9089 (Work) _____

Email Address _____ Occupation _____

Registered Voter (Yes) _____ (No) _____ Party Affiliation Ind.

Agency, Board, or Commission Interested In: Patriot of The Year

New Appointment Reappointment _____

If this is a reappointment, please list the number of meetings attended during the last 12 months. _____

Please outline your qualifications and how you feel you would contribute to the Agency, Board or Commission. I am a member of John Marshall Post 154. I am the treasurer for the Veterans Council. I am also a lifetime member of the Istars and serve as Senior Vice Commander.

Have you ever served on an Agency, Board or Commission in Enfield or elsewhere? yes

If yes, please state the name of the Agency, Board or Commission and the time served. The Patriot of the year in past years

If the Agency, Board or Commission which you requested has no more vacancies, would you consider appointment to another? NO

PLEASE MAIL TO:

TOWN MANAGER'S OFFICE
TOWN OF ENFIELD
820 ENFIELD STREET
ENFIELD CT 06082

OR FAX to 253-6310

THANK YOU FOR YOUR
INTEREST IN THE
TOWN OF ENFIELD

**ENFIELD TOWN COUNCIL
RESOLUTION NO. _____**

**Resolution Regarding Adopting the Policy and Procedure
for Enfield Town Council Meetings**

Be It Resolved, that the Enfield Town Council does hereby adopt the POLICY AND PROCEDURE FOR ENFIELD TOWN COUNCIL MEETINGS, dated December 18, 2017.

Date Prepared: February 4, 2020
Prepared by: Town Manager's Office

POLICY AND PROCEDURE

FOR

ENFIELD TOWN COUNCIL

MEETINGS

March 16, 2020 NEEDS TO BE UPDATED

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Town Council Policy and Procedures

1. Regular Meetings:

The Council shall meet in the regular session on the first and third Mondays of each month, excepting the month of November, at 7:00 p.m. at the Town Hall Council Chambers, or at any other place as the Council may designate at its preceding meeting. In the month of November the Council shall meet on the Monday immediately following Election Day and the third Monday of the month. When Monday is a holiday, the regular meeting shall be held on the following day at the same hour unless otherwise provided for by motion. The day, time, and place of the meeting may be changed by a majority vote.

2. Order of Business - Regular Meetings:

The business of all regular meetings of the Council shall be transacted in the following order, unless the Council, by majority vote, shall suspend the rules and change the order. Executive Session shall be scheduled or added to the agenda as needed.

1. Prayer*
2. Pledge of Allegiance
3. Roll Call**
4. Fire Evacuation Announcement
5. Minutes of Preceding Meetings
6. Special Guests
7. Public Communications & Petitions***
8. Councilor Communications & Petitions
9. Town Manager Report & Communications
10. Town Attorney Report & Communications
11. Report of Special Committees of the Council
12. Old Business
13. New Business
- 13a. Consent Agenda - Action (See Section 3. Agenda, Paragraph 2)
14. Items for Discussion
- 14a. Consent Agenda - Review (See Section 3. Agenda, Paragraph 2)
15. Miscellaneous
16. Public Communications****
17. Councilor Communications
18. Adjournment

*(a) The Order of Roll Call, and voting on all voice votes, for all Regular Meetings shall begin with a different Council member at every meeting. The order shall be alphabetical, and if a Council member is absent, the order for that meeting will begin with the next person in alphabetical order. The Council member whose name begins the roll call for a Regular Meeting will also be the Council member who is responsible for the prayer, and voting order shall not apply to special Meetings of the Town Council.

** (b) After the general election the order for Roll call and voting will begin with the beginning of the alphabet.

*** (c) Please Decorum and Order 12. (d).

Town Council Policy and Procedures

****(d)Applies only if prior to 11:00 p.m.

3. Agenda:

All reports, communications, ordinances, or other matters to be submitted to the Council shall, at least six days prior to each Council meeting, be delivered to the Town Manager, whereupon the Town Manager shall arrange a list of such matters according to the order of business, and furnish each member of the Council with a copy of the same at least three days prior to the Council Meeting. Simultaneously, a copy of the agenda will be posted on the first floor bulletin board of the Town Hall and on the Town's Official Website.

A Consent Agenda will be added to all Regular Meetings, which will be a separate listing of items for passage that are routine in nature and have already been discussed by the council majority and minority leaders and require no further discussion or debate. These items will be on a separate list at Items for Discussion, Item 14a. - Consent Agenda - Review. The Consent Agenda at Items for Discussion will move to New Business, Item 13a. Consent Agenda - Action at the next Regular Meeting for adoption. Any member of the Town Council may cause any item listed under the Consent Agenda at either the Items for Discussion or New Business sections to be removed and considered as other new business by request.

Council will permit town staff, with the consent of the Town Manager, to deliver reports and provide information regarding items on the meeting agenda during the Town Manager Report and Communications section of the agenda.

4. Special Meetings:

Special Meetings may be called by the Mayor, the Town Manager, or requested by any two (2) members of the Council if, in the opinion of those members of the Council, the subject matter demands immediate attention and cannot be deferred to the next regular meeting. The notice shall be served personally upon each member of the Council, Town Clerk, and Town Attorney, or left at their respective places of residence at least twenty-four hours before a Special Meeting and Emailed to their Official Town of Enfield Email address. At a Special Meeting, only matters included in the notice may be voted upon and enacted by the Council. The business of all Special Meetings shall be transacted in the following order unless the Council, by a majority vote shall suspend the rules and change the order:

1. Roll Call
2. Agenda Items
3. Executive Session
4. Adjournment

Public Communication and Petitions may be added to the Special meeting Agenda when it is deemed necessary by Town Council, prior to the posting of the meeting.

Town Council Policy and Procedures

The Town Council will hold quarterly public informational meetings, with the location alternating between the four Council Districts each quarter

At least once per month the Town Council shall hold presentations at 6:30 PM during the Special Meeting. Any PowerPoint or similar presentation shall be provided electronically to the Councilors prior to the meeting. A paper copy will also be made available to Councilors. Any such presentations will be televised and posted on the Official Town Webpage.

5. Executive Sessions:

An Executive Session is a meeting of the Council at which the public is excluded for one or more of the following purposes: (1) discussion concerning the appointment, employment, performance, evaluation, health or dismissal of a town officer or employee, provided that such individual may require that discussion be held at an open meeting; (2) strategy and negotiations with respect to pending claims and litigation; (3) matters concerning security, strategy or the deployment of security personnel, or devices effecting public security; (4) discussion of the selection of a site or the lease, sale, or purchase of real estate by the Town Council when publicity regarding such matters would cause a likelihood of increased price until such time as all the property has been acquired and all proceedings or transactions concerning same have been terminated or abandoned; and (5) discussion of any matter which would result in the disclosure of public records or the information contained therein described in sub-section (e) of Section 1-18a of the Connecticut General Statutes.

The Council may hold an Executive Session upon the following schedule:

<u>PRESENT</u>	<u>VOTES REQUIRED</u>
11	8
10	7
9	6
8	6
7	6
6	6

At an Executive Session, attendance shall be limited to members of the Council and persons invited by the Council to present testimony or opinion limited to the period for which their presence is necessary to present such testimony or opinion and, provided further, that the minutes of such Executive Session shall disclose all persons who are in attendance and the matters considered.

Town Council Policy and Procedures

COUNCIL PROCEDURE

6. Privilege of the Floor:

- (a) Except when a member of the Council has or desires the floor, the Town Manager shall have the privilege of the floor for the purpose of giving information to the Council on business and affairs of the Town and the Town Attorney shall likewise have the privilege of the floor on the introduction or interpretation of any existing or proposed ordinance or resolution or on any questions of legal procedure.
- (b) Except at a Public Hearing, or as otherwise provided in these rules, no person other than a member of the Council shall address the Council except by the majority vote of the Council.
- (c) Public Communications and Petitions shall be limited to one (1) hour unless extended by a majority vote of the Council. This limit applies to both Public Communications sessions of the agenda.

7. Motions:

- (a) When a motion is under debate, no further motion shall be received except (1) to adjourn; (2) to recess; (3) to table; (4) for the previous question; (5) to limit or extend debate; (6) to postpone to time certain; (7) to refer to committee; (8) to amend; (9) to postpone indefinitely; which motions shall have precedence in the order indicated.
- (b) A two-thirds vote shall mean two-thirds of the total membership of the Council **(8 votes)**.
- (c) The **Chairman Presiding Officer** shall have the right to make a motion, may declare any motion duly seconded, except motions made by the **chair Presiding Officer**, and may speak from the chair upon any debatable pending question.

8. Robert's Rules of Order:

Robert's Rules of Order shall be the authority in all matters of parliamentary procedure not otherwise specified in these rules.

9. Committees:

- (a) Standing Committee: The only Standing Committee of the Council shall be the Committee of the Whole. The Mayor shall be the Presiding Officer of the Committee of the Whole, and the rules of proceedings in the Council shall be observed in the Committee of the Whole as far as the same may be applicable.
- (b) Committee of the Whole Meetings: When the Council shall meet as the Committee of the Whole, it shall not be required to meet immediately

Town Council Policy and Procedures

during the session of the Council, but may defer its meeting and fix such time and place as the Committee may determine, and may adjourn its meeting from time to time, and may make its report at any subsequent session of the Council.

- (c) Special Sub-Committees for a particular purpose may be appointed by the Presiding Officer subject to confirmation of the Council.
- (d) Standing Sub-Committees to facilitate the work of the Council shall consist of the following:
 - Policy & Procedures for Town Council Meetings
 - General Government & Finance
 - Leisure
 - Public Safety
 - Public Works
 - Social Services

OFFICERS AND EMPLOYEES

10. Presiding Officer:

- (a) The **Chairman Presiding Officer** shall be designated as Mayor and shall represent the Town as titular head of the government at meetings of such officials representing other municipalities, ceremonies, public gatherings, and upon such occasions as his/her presence in such capacity may be required. (Town Charter, Chapter III, Section 2, ~~Page 4~~) The Mayor or the Deputy Mayor shall take the chair at the hour appointed for the Council to meet, and the roll shall then be called by the Mayor or Deputy Mayor or Clerk, who shall enter in the minutes of the meeting the names of the members present.
- (b) Deputy Mayor: The Council shall choose one of its members as Deputy Mayor, who shall serve as Mayor during the absence or disability of the Mayor and in case of vacancy in the office of the Mayor, pending the selection of a successor.
- (c) ~~Acting Chairman Presiding Officer~~: In case of the absence of the Mayor and Deputy Mayor, the Clerk shall call the Council to order and call the roll of the members. The Council shall then proceed to elect, by a majority vote of the Council, a **Chairman Presiding Officer** of the meeting to act until the Mayor or Deputy Mayor appears. (Town Charter, Chapter III, Section 2 ~~page 4~~)

11. Council Privileges:

The presiding officer may move, second, and debate from the chair, subject only to such limitations of debate as are by these rules imposed on all members and shall not be deprived of any of the rights and privileges of a Councilman by reason of his/her acting as the presiding officer. (Town Charter, Chapter III, Section 2, ~~Page 4~~)

Town Council Policy and Procedures

12. Decorum and Order:

The presiding officer shall preserve decorum and decide all questions of order, subject to appeal to Council.

- (a) During Council meetings, Council members shall preserve order and decorum and shall neither by conversation or otherwise delay or interrupt the proceedings nor refuse to obey the orders of the Presiding Officer or the rules of the Council. Every Councilor desiring to speak shall address the **Chair-Presiding Officer** and, upon recognition by the Presiding Officer, shall be confined to the question under debate and shall avoid all personalities and improper language. Every Councilor desiring to question the administrative staff shall address the question to the Manager, through the **Chair Presiding Officer**, who shall be entitled either to answer the inquiries himself/herself or to designate some member of the staff for that purpose. A Councilor once recognized, shall not be interrupted while speaking unless called to order by the Presiding Officer, unless a point of order is raised by another member or unless the speaker yields to questions from another member.
- (b) All members of the Council shall accord the utmost courtesy to each member, to the Town employees, and to the public members appearing before the Council, and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments, and statements as to motives and personalities.
- (c) Members of the administrative staff and employees of the Town shall observe the same rules of procedure and decorum applicable to members of the Town Council. While the Presiding Officer shall have the authority to preserve decorum in meetings, as far as staff members and Town employees are concerned, the Town Manager also shall be responsible for the orderly conduct and decorum of all Town Employees under his/her direction and control.
- (d) Public members attending Council meetings also shall observe the same rules of propriety, decorum, and good conduct applicable to members of the Council. Any public member desiring to address the Council shall be recognized by the **Chair Presiding Officer**, shall state his/her name and address in audible tone for the record, and shall limit his/her remarks to five (5) minutes. After each person, who desires, has had one chance to speak, those desiring to speak a second time will be permitted to do so, and shall limit his/her remarks to three (3) minutes. **During Public Communications Item 7 on the Agenda, Public members addressing the council shall limit their remarks to two rounds (8 minute). During Public Communication Item 12 on the Agenda Public Communication, Public members addressing the council will only be limited to the one hour and time constraint as described in Agenda section of Policy and Procedures (Section 2).** All remarks and questions shall be addressed to the Council as a whole and not to any individual member thereof. All remarks and

Town Council Policy and Procedures

questions addressed to the administration of the Town shall be addressed to the Town Manager and not to any individual Town employees. No person shall enter into any discussion either directly or through a member of the Council without permission of the Presiding Officer.

(e) Special Guests of the Council meetings ~~also~~ shall observe the same rules of propriety, decorum, and good conduct applicable to members of the Council. Special Guests shall limit their presentation to no more than fifteen (15) minutes.

Any PowerPoint or similar presentation shall be provided electronically to the Councilors prior to the meeting. A paper copy will also be made available to Councilors. Any presentation requiring more than 15 minutes will be presented at a Special Meeting at 6:30, will be televised, and will be posted on the Official Town Webpage.

13. Town Manager:

The Town Manager shall attend all meetings of the Council, including all executive sessions, unless excused by the Chair Presiding Officer. The Town Manager shall perform his/her duties and appointments in accordance with the Charter (Town Charter, Chapter IV, Section 3 & 4, Page 8 & 9). The Town Manager may present recommendations to the Council and may take part in discussions on all matters concerning the welfare of the Town. The Town Manager shall have a seat, but no vote, in the meetings of the governing body.

14. Town Attorney:

The Town Attorney or his or her designee shall attend all meetings of the Council, including all executive sessions, unless excused by the Chair Presiding Officer. The Town Attorney may make recommendations to the Council and shall take part in discussions on all matters concerning their legality. (Town Charter, Chapter V, Section 1, Page 9).

15. Town Clerk:

The Town Clerk shall be clerk of the council and shall keep minutes of the meetings, and perform such other and further duties in the meetings as may be ordered by the Mayor, Council, or Town Manager.

Not later than three (3) days prior to the next regular meeting, the Clerk shall furnish each Councilor, the Town Manager and Town Attorney, with a copy of the minutes of the preceding meeting. (Town Charter, Chapter III, Section 3, Page 4, and Town Charter, Chapter V, Section 6, Page 11.)

16. Appointments by Council or Mayor:

All appointments made by the Council shall be by the affirmative vote of not less than six (6) members of the Council, as specified in the Town

Town Council Policy and Procedures

Charter. Whenever the Mayor or any member of the Council shall, at any meeting, submit an appointment exclusive of appointments provided for in the Charter, to be made with the advice and consent of the Council, consideration of such appointment shall be deferred until the next meeting.

All submitted application shall be shared with all councilors. A completed application shall be required of any person seeking consideration for any appointment and are being moved forward shall be included in the agenda packet to all councilors members.

Unless otherwise specifically defined in the Town Charter, the enabling resolution, or the state statute which creates a vacancy, all applicants for appointment shall meet the qualifications of an elector of the Town of Enfield, as defined by Article 6 of Constitution of the State of Connecticut, as amended,

ORDINANCES AND RESOLUTIONS

17. Preparation and Introduction:

The Town Attorney shall, on request of the Town Manager, Council or any member thereof, prepare any ordinance or resolution. All ordinances and resolutions shall be introduced to the Council in printed or written form.

In the absence of the consent of any member of the Council to introduce an ordinance or resolution upon the request of the Town Manager, the Town Clerk shall cause the ordinance to be introduced with the designation "By Request." Any member of the Council may instruct the Town Clerk to endorse said designation "By Request" on any ordinance or resolution which is being introduced to the Council in his name.

18. Review:

- (a) Before any ordinance shall be acted upon, it shall be reviewed by and such corrections as may be necessary made therein by the Town Attorney to insure accuracy, clarity, conciseness, and consistency of text and phraseology, as well as its constitutionality and consistency with existing ordinances or statutes, and the copy of the ordinance upon which final action is based shall bear the Town Attorney's endorsement that such review has been made. (Town Charter, Chapter V, Section 1, Page 9.)
- (b) Any ordinance, except those containing an emergency clause, relating to the duties, powers and functions of any administrative department or office, or effecting, in any substantial manner, the administration of the Town Government shall, on first reading, be referred by the Presiding Officer to the Town Manager, for his/her report and recommendations, unless such ordinance shall have been previously approved by the Town Manager. Further action of such ordinance shall be deferred until the next meeting of the Council.

Town Council Policy and Procedures

- (c) A mandatory review period of ten (10) calendar days exists for all labor contracts presented to the Town Council for ratification. The review period begins once the proposed labor contract has been filed with the Town Clerk. At the recommendation of the Town Manager and an affirmative vote of not less than eight (8) members, the Town Council may waive the requirement of a mandatory review period.

19. **Written Form:**

All ordinances and resolutions except those relating to appointment or designation of officers of the Council or its internal procedure shall be introduced in written form.

20. **Time:**

No ordinances, other than an emergency ordinance, requiring action by the Council shall be considered unless such has been filed with the Town Manager on or before 5:00 p.m. of the seventh day before the meeting at which the matter is to be introduced; provided, however, that this rule shall not prevent any member of the Council from introducing at any meeting a matter of new business which does not call for action by the Council at that meeting.

21. **Copies:**

It shall be the duty of the Town Manager, immediately upon the introduction of any ordinance, to prepare copies of such proposed ordinance, one copy of which shall be retained in the Office of the Town Clerk for public inspection, and one copy posted on the Town Bulletin Board and the Town's Official Website. The Town Manager shall also promptly furnish each member of the Council, the Town Clerk and the Town Attorney with a copy of such ordinances.

22. **Filing:**

The copy of the proposed ordinance or repeal of a vote be retained in the Town Clerk's office shall have endorsed thereon the name or names of the member or committee introducing such document, or have attached thereto the elector's petition as required under the Town Charter, Chapter II, Section 7, **Page 6**, and at the end thereof, under the caption "Statement of Purpose," shall contain a brief statement of its purpose, which statement shall not be a part of the ordinance. Where such document is introduced by electors' petition, such copy shall be further endorsed by the Town Clerk certifying that the requirements of the Town Charter, Chapter III, Section 7, **Page 6**, have been satisfied. The Statement of Purpose and such endorsements shall be included on all copies of the document to be prepared by the Town Manager prior to the final action taken on such document. (Town Charter, Chapter III, Sections 6 and 7, **Page 5 and Page 6**.)

23. **Public Hearing:**

Town Council Policy and Procedures

At least one (1) public hearing, prior notice of which shall be given, not more than fifteen (15) days nor less than five (5) days, by publication, in a newspaper having a circulation in said town, Official Town Website and by posting a notice and the full text of the ordinance in public places, including, but not limited to, Town Hall and the Central Library, shall be held by the Council before any ordinance shall be passed. (Town Charter, Chapter III, Section 6, Page 5.)

24. Passage:

- (a) Any ordinance which shall have had its public hearing shall be taken up by the Council at its next session, shall be read, and thereupon, shall be open for debate and amendment. On the close of debate, the Presiding Officer shall entertain a motion to place such ordinance on final passage. Any member, at any time when there is no motion before the Council, may move to put the proposed ordinance on final passage. The motion for final passage shall not be debatable and shall take precedence over all other motions except one for adjournment. Upon being seconded, the Presiding Officer shall immediately put the motion to the Council. If such motion is adopted, no further debate or amendment shall be allowed, and the Mayor Presiding Officer shall immediately call the roll for its final passage. If such motion is not adopted, the ordinance shall still be open for debate and amendment until such time as a motion for final passage is adopted.
- (b) Every ordinance, after passage, shall be given a serial number and be recorded by the Town Clerk in a book to be kept for that purpose which shall be properly indexed. Within ten (10) days after final passage, all ordinances shall be published once in their entirety in a newspaper having circulation within the Town. Every ordinance, unless it shall specify a later date, shall become effective on the fifteenth (15) day following its final passage. (Town Charter, Chapter III, Section 6, Page 5.)
- (c) Any resolution may be passed at the meeting at which it is introduced.
- (d) Prior to entering any motion with respect to legislation pending before the Town Council, the Presiding Officer shall provide one of the following:
 - Reading of the legislation by title only, providing that a verbal summary of the legislation be provided to Council by an appropriate member of staff prior to the Council's debate and consideration of such legislation; or
 - A complete and full reading of the legislation by the Presiding Officer occur prior to the Council's debate and consideration of such legislation.

Nothing herein shall preclude the complete and full reading of any legislation pending before Council by motion, second, and majority

Town Council Policy and Procedures

vote of the Council for such legislation to be read in its entirety.

25. Emergency Ordinance:

An emergency ordinance shall be only for the immediate preservation of the public peace, health and safety, shall contain an explicit statement of the nature of the emergency, and shall be adopted by not less than six (6) affirmative votes in the Council. An ordinance stated to be a public emergency measure and stating the facts constituting such public emergency shall become effective immediately after such publication and no public hearing or notice of public hearing shall be required for any public emergency measure. (Town Charter, Chapter III, Section 6, Page 5.)

26. Emergency Procedure: Only when a Natural or Unnatural Disaster prevents the assemblage of 6 Town Councilors to conduct business. The Town Manager and the Town Councilors that can assemble will act for the council and conduct business only for emergency matters that cannot wait for the next meeting. (Town Attorney Opinion - Attachment A).

27. Communication:

(a.) Outside of Public Meeting: The Town Council as a whole will conduct business as noticed meeting and will have open discussion. Town Councilors ~~can~~ should refrain from conducting business that has not been properly noticed; (ie - Email/text - any additional forms of electronic communication that has open discussion of all members of the council and has discussion that should be in an open, noticed meeting

(b.) During a Public Meeting: If councilors receive electronic communication during a public meeting, such communication may be brought to the attention of the council during Public Communication, and person will be identified as to citizen name and address, and will follow all the rules pertaining to Public Communications. A councilor may also choose to treat the question or comment as his or her own during Councilor Communication or council discussions.

28. Meeting Attendance:

(a.) In-Person: It is anticipated that all councilors shall attend Council Meetings in person.

(b.) Remote Participation: When a councilor cannot appear in person, but will be able to participate remotely, he or she shall participate in the entire meeting.

(1) Provided a quorum is physically present, a Councilor may participate in a meeting by video or audio conference if prevented from physically attending because of, but not limited to, one of the following:

Town Council Policy and Procedures

1. *Employment or district business;*
 2. *A time-sensitive or other urgent situation;*
 3. *Personal/family vacation.*
- (2) *If a councilor wishes to participate in a meeting by video or audio conference, he or she must notify the Town Manager at least 24 hours before the meeting unless advance notice. The Town Manager will inform the Mayor of such planned participation and will make the appropriate arrangements.*
- (3) *Approval to remotely participate with less than 24 hours advanced notice will be granted solely by the Town Manager and the ability to make appropriate arrangements.*
- (4) *Any Councilor may remotely participate in a maximum of two (2) Council meetings per calendar year; additional requests will be refused. A Councilor who participates in a meeting remotely, as provided herein, may participate in all aspects of the Town Council meeting including voting on any items. Any meeting with a member participating remotely must be chaired by a physically present officer of the Town Council*

29. Amendments:

Any amendment to these rules shall be *submitted* in writing at any meeting of the Town Council and may be adopted by the affirmative vote of not less than six (6) members at a subsequent meeting of the Council. No amendment may be made to these rules which will conflict with the provisions of the Town Charter.

LIST OF COUNCIL MEETINGS:
ADOPTION AND AMENDMENT OF POLICY AND PROCEDURE

<u>Date of Meeting</u>	<u>Adopted/Amended</u>	<u>Motion(s)/Resolution</u>
September 27, 1965	Adopted	Motion N
October 9, 1967	Amended	Motion 216
March 10, 1969	Amended	Motions 571 & 572
January 12, 1970	Amended	Motions 763, 764, 765 & 766
January 12, 1970	Adopted	Motion 768
December 13, 1971	Adopted	Motion 1355
December 10, 1973	Adopted	Motion 1899
December 8, 1975	Adopted	Motion 2575
May 17, 1976	Amended	Motion 2745
November 14, 1977	Adopted	Resolution 3175
November 13, 1979	Adopted	Resolution 3922
November 9, 1981	Adopted	Resolution 4691

Town Council Policy and Procedures

February	1, 1982	Amended	Resolution 4832
November	15, 1982	Amended	Resolution 5104
November	14, 1983	Adopted	Resolution 5509
March	19, 1984	Amended	Resolution 5652
April	16, 1984	Amended	Resolution 5692
June	17, 1985	Amended	Resolution 6254
November	12, 1985	Adopted	Resolution 6450
March	17, 1986	Amended	Resolution 6685
November	9, 1987	Adopted	Resolution 7619
November	13, 1989	Adopted	Resolution 8824
February	5, 1990	Amended	Resolution 9094A
November	18, 1991	Adopted	Resolution 0238
November	8, 1993	Adopted	Resolution 1257
November	13, 1995	Adopted	Resolution 2244
November	10, 1997	Adopted	Resolution 3234
August	7, 2000	Amended	Resolution 4776
November	15, 2001	Amended	Resolution 5535
November	15, 2001	Adopted	Resolution 5536
December	1, 2003	Amended	Resolution 6849
September	20, 2004	Amended	Resolution 7396
April	3, 2006	Amended	Resolution 8730
January	7, 2008	Amended	Resolution 9613
March	3, 2008	Amended	Resolution 9712
December	21, 2009	Amended	Resolution 705
January	17, 2012	Amended	Resolution 1657
April	21, 2014	Amended	Resolution 2669
January	2, 2018	Amended	Resolution 4466

Insert Attachment A



TOWN OF ENFIELD

February 20, 2020

Honorable Members
Enfield Town Council
Enfield, Connecticut

Subject: Request for Transfer of Funds for Community Development \$50,000

Councillors:

Highlights:

- The Office of Community Development received two grants from the State Historic Preservation Office (SHPO) thru the Certified Local Government (CLG) Program.
- The first is a Supplemental CLG Grant which is non-matching for \$30,000 to fund consultant services related to a town-wide historic resource inventory survey of historic buildings. The consultant will produce a list of recommended properties, structures, sites that will be reviewed and approved by the Town of Enfield in order to fulfill the inventory survey and produce the survey report.
- The second is a CLG Historic Preservation Enhancement Grant (HPEG) which is also non-matching for \$20,000 to fund consultant services related to two nomination applications of two town owned properties on the State and National Register of Historic Places.
- The Town is recommending these nominations in order to ultimately rehabilitate and preserve these structures as part of the overall plan to redevelop 33 North River Street for transit-oriented development and 100 High Street as the future home of the Opera House Players.
- The Supplemental CLG Grant will be awarded by the State in three payments. These funds will be awarded to the Town upfront before any payments are made to the historic consultant so Town funds will never be utilized.
- A total of 50% (\$10,000) of the CLG HPEG Grant funds have been awarded to the Town upfront and were received on February 10, 2020. The remaining balance will be provided to the Town before any payments are made to historic consultant so Town funds will also never be utilized.

Budget Impact:

There will be no impact on the town budget.

Recommendation:

That the Town of Enfield Town Council approve the attached resolution of authorization.

Respectfully Submitted,

Nelson Tereso
Deputy Director of Economic & Community Development

Attachments:

1. Resolution

**ENFIELD TOWN COUNCIL
REQUEST FOR TRANSFER OF FUNDS**

RESOLUTION NO. _____

RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made.

TO: Community Development

Supplemental Certified Grant-Other Professional Services	23306137-533900	\$30,000
CLG Historic Grant-Other Professional Services	23306138-533900	\$19,000
CLG Historic Grant-Advertising	23306138-554000	\$1,000

FROM: Community Development

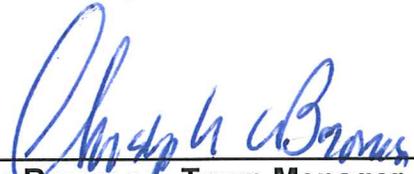
Supplemental Certified Grant-Revenue	23306137-460331	\$30,000
CLG Historic Grant-Revenue	23306138-460332	\$20,000

CERTIFICATION: I hereby certify that the above-stated funds are available as of February 20, 2020.



John Wilcox, Director of Finance

2/24/2020
Date: _____

APPROVED BY: 

Christopher Bromson, Town Manager

2/26/20
Date: _____

ENFIELD TOWN COUNCIL

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING EXPENDITURE FOR THE HENRY BARNARD
SCHOOL ROOF REPLACEMENT PROJECT PHASE III**

RESOLVED, The Enfield Town Council hereby authorizes the funding in the amount of \$301,340 for roof replacement project phase III at Henry Barnard Elementary School.

Submitted on: February 21, 2020
Submitted by: Town Manager's Office



TOWN OF ENFIELD

February 7, 2020

Honorable Members
Enfield Town Council
Enfield, Connecticut

**Subject: Resolution Temporarily Moving the John F. Kennedy Middle School (JFK)
Voting Location to the Enfield Senior Center**

Councilors:

Highlights:

- The Registrars of Voters (ROV) must leave the John F. Kennedy Middle School voting location due to the construction beginning on April 30, 2020.
- The ROV has conducted researched and have deemed that the best alternative site is to use the Senior Center during the time that the Middle School is unavailable (approx. 2 ½ years).
- If our proposal is accepted, then the Senior Center must close and cease all activities, except for the Senior Center Employees and the Meal-on-Wheels program, during the election events.
- The dates of the upcoming elections are:
 - Tuesday August 11, 2020 (if state primary needed)
 - Tuesday November 3, 2020
 - Tuesday September 14, 2021 (if state primary needed)
 - Tuesday November 2, 2021
 - Tuesday August 2, 2022 (if state primary needed)
 - *Tuesday November 1, 2022
- The Senior Center will be used by ROV beginning at 5pm the night before each election event.
- ROV has met with the Director of the Department of Libraries (which oversees the Senior Center) to ensure that a smooth transition will occur.
- By State Statute, ROV will send notification(s) to all the active District 1 Voters informing them of the voting location change.
- Included in this packet, is a detailed description of why the Senior Center is recommended and why other locations were not.

Budget Impact:

There is no budget impact, except for what has already been budgeted for.

Recommendation:

It is recommended that the Town Council adopt the attached resolution.

Respectfully Submitted,

Lewis Fiore, Tom Kienzler
Registrar of Voters

Attachments:

1. Supporting Documentation
2. Resolution

The following is an outline / talking points of the pluses and negatives of the Senior Center and other sites that the ROV has investigated and discussed with numerous other Departments in the Town.

Senior Center: Even though this location is out of District, it possibly is the only public location that can accommodate a maximum of 6,400 voters that we are not already using. It is located on a main thruway, there are over 100 parking spaces, it has 2 large rooms that can accommodate all of the voting needs and superb outdoor lighting in the parking lot. It can also support non-scheduled special elections. Our intent is to allow the Town employee's access (side entrance) throughout the day and to also allow for the meals-on-wheels program to operate. Having the elections at this location will have the bonus effect of exposing a couple of thousand people to the Senior Center. **The negatives:** it's out of district, no Senior Center programs the night before and on election day. The DPW Staff will have to transport the election equipment from the old Pickens Library the night before and then back again the day after the election. In addition, a custodian will need to be on duty during the election hours.

Why not Enfield High School: Some of the same reasons why we did not move back there after the upgrade of the School. Entrance is in the back of building (Gym area). 25% of the parking is within the 75-foot radius. Out of District. There would be much confusion with the District 2 voting location next store (Enfield Street School). Will have some issues when school is in session. We should not combine District 1 and District 2 as that would require a maximum of 10,000 voters in one location.

Why not Parkman & Whitney Schools: Split the 58th to one and the 59th to the other location. Will have a problem when school is in session (example Barnard & Enfield Street). The Gym location makes the parking at Whitney very difficult, if not impossible. Whitney is out of District. Additional Election Workers & Software, extra cost approx \$4,000+ an Election. Less backup election hardware available if there was a problem.

Parkman School alone: This location cannot support a maximum of 6,400 voters, especially when school is in session. As an example, parking is very limited. We would have some of the same issues that currently exist at the Barnard School location.

We considered some other options: old Nathan Hale School - out of district and excessive travel from some regions within District 1. Church facilities, not desirable in a non-emergency situation. Town Annex/Fermi – we should not combine District 1 and District 3 as that would require a maximum of 12,500 voters in one location. Private building/location – that would require a lease agreement and guarantee of exclusive use at election time for 2+ years.

The following are the possible dates where voting would take place at the Senior Center:

Monday night 8/10/2020 & Election Day 8/11/2020 – possible State primary

Monday night 11/2/2020 & Election Day 11/3/2020 – Presidential election

Monday night 9/13/2021 & Election Day 9/14/2021 – possible Municipal primary

Monday night 11/1/2021 & Election Day 11/2/2021 – General election

Monday night 8/8/2022 & Election Day 8/9/2022 – possible State primary

Monday night 10/31/2022 & Election Day 11/1/2022 – General election

ENFIELD TOWN COUNCIL

RESOLUTION _____

**Resolution Temporarily Moving the John F. Kennedy Middle School (JFK)
Voting Location to the Enfield Senior Center Effective May 1, 2020**

WHEREAS, due to the construction at the John F. Kennedy Middle School, the Registrars of Voters wish to temporarily move the voting location for Town Council District 1 and the portions of State House Districts 58 and 59 located within District 1 to the Enfield Senior Center.

NOW THEREFORE BE IT RESOLVED, that the Enfield Town Council does hereby move the voting location of the above-referenced Town Council and State House Districts to the Enfield Senior Center effective May 1, 2020.

BE IT FURTHER RESOLVED, that in accordance with Conn. Gen. Stat. sections 9-168, 9-168a, 9-168b and 9-169 the Secretary of State's Office will be notified of this change and in addition all the registered Voters in said district will also be notified.

Date Prepared: February 6, 2020
Prepared by: Registrars of Voters



TOWN OF ENFIELD

March 2, 2020

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Resolution Authorizing the Town Manager to Sign Grant Applications with the North Central Area Agency on Aging Grants for FFY 21

Background:

Social Services would like to submit several grant applications to NCAAA for funding to support services and programs for seniors age 60.

- Enfield CARES – a coordinated system of care that includes the At-Risk Registry, Outreach, Information, Referral and Support Services through Adult & Community, and the Senior Minor Repair Program. This is a grant renewal application.
- Weekend Congregate Meal Program at Mark Twain. This is a renewal grant application.
- Grandparents Supporting Grandkids. This is a new grant application.
- Other grant applications as determined appropriate by NCAAA.
- Grant applications are due March 20, 2020.

Budget Impact:

There is no budget impact.

Recommendation:

The Town Council approve the attached Resolution.

Respectfully Submitted,

Cindy Guerreri
Director of Social Services

Attachment:

1. Resolution

ENFIELD TOWN COUNCIL

RESOLUTION NO. _____

Resolution Authorizing the Town Manager to Sign Grant Applications to be Submitted to the North Central Area Agency on Aging for Fiscal Year 2020-21

WHEREAS, The North Central Area Agency on Aging (NCAAA) provides several grants to the Town's Department of Social Services; and

WHEREAS, The Department of Social Services is in the process of submitting grant applications to the NCAAA for funds that will be available to the Town in Fiscal Year 2020-21.

RESOLVED, that the Town Manager, Christopher W. Bromson, is authorized to sign and submit the grant applications, subject to review and approval by the Town Attorney, in the name and on behalf of the Town of Enfield with the North Central Area Agency on Aging and to affix the Corporate Seal.

Submitted: March 2, 2020

Submitted by: Cindy Guerreri, Director of Social Services



TOWN OF ENFIELD

February 21, 2020

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Resolution to Schedule a Public Hearing Regarding the Fiscal Year 2020-21 Community Development Block Grant (CDBG) Program

Councilors:

Highlights:

- The Town Department of Social Services intends to apply for Fiscal Year 2020-21 CT Department of Housing (DOH) Small Cities Community Development Block Grant funds in the annual amount of \$250,000 for a two year period
- These funds will be used to sustain the implementation of the Shelter Diversion program for people in Enfield who are homeless or near homeless, by conducting assessments and linking people to supports and services in Town and through other community serving agencies
- The Town intends to subcontract a portion of direct service to qualifying agencies to serve Enfield and the surrounding towns
- Community Development Block Grant Program Regulation 24 CFR 570.486(a) requires that a public hearing be held to discuss the proposed application

Budget Impact:

There is no impact to the town budget.

Recommendation:

That the Town Council approve the attached resolution.

Respectfully Submitted,

Cindy Guerreri
Director of Social Services

Attachments:

1. Resolution

**ENFIELD TOWN COUNCIL
RESOLUTION NO. _____**

**Resolution to Schedule a Public Hearing Regarding the Fiscal Year 2020-21
Small Cities Community Development Block Grant (CDBG) Program**

WHEREAS, the Department of Social Services intends to apply for Fiscal Year 2020-21 Small Cities Community Development Block Grant funds; and

WHEREAS, Community Development Block Grant Program Regulation 24 CFR 570.486(a) required that a public hearing be held to discuss the proposed application; and

WHEREAS, the Council wishes to seek input from the residents of the Town of Enfield regarding the Town's Shelter Diversion program and other potential project ideas based on need

NOW THEREFORE, BE IT RESOLVED, the Council will hold a Public Hearing in the Enfield Town Hall Council Chambers, 820 Enfield Street, Enfield, Connecticut on Monday, March 16, 2020 at 6:50 PM to allow interested residents an opportunity to express their opinions regarding the proposed application.

Date Prepared: February 21, 2020
Prepared By: Department of Social Services



TOWN OF ENFIELD

February 10, 2020

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Resolution to Schedule a Public Hearing Regarding the Fiscal Year 2020 Community Development Block Grant (CDBG) Program

Councilors:

Highlights:

- The Office of Community Development intends to apply for Fiscal Year 2020 Community Development Block Grant funds; and
- Community Development Block Grant Program Regulation 24 CFR 570.486(a) requires that a public hearing be held to discuss the proposed application; and
- The Town Council wishes to seek input from the residents of the Town of Enfield regarding the Town's community development and housing needs and potential project ideas.

Budget Impact:

There is no impact to the town budget.

Recommendation:

That the Town Council approve the attached resolution.

Respectfully Submitted,

Nelson Tereso
Deputy Director of Economic & Community Development

Attachments:

1. Resolution

**ENFIELD TOWN COUNCIL
RESOLUTION NO. _____**

**Resolution to Schedule a Public Hearing Regarding the Fiscal Year 2020-21
Small Cities Community Development Block Grant Program**

WHEREAS, The Office of Community Development intends to apply for Fiscal Year 2020-21 Small Cities Community Development Block Grant funds; and

WHEREAS, Community Development Block Grant Program Regulation 24 CFR 570.486(a) requires that a public hearing be held to discuss the proposed application; and

WHEREAS, the Town Council wishes to seek input from the residents of the Town of Enfield regarding the Town's community development and housing needs and potential project ideas.

NOW THEREFORE BE IT RESOLVED, the Enfield Town Council will hold a Public Hearing in the Enfield Town Hall Council Chambers, 820 Enfield Street, Enfield, Connecticut on Monday, March 16, 2020 at 6:55 PM to allow interested residents an opportunity to express their opinions regarding the proposed application.

Date Prepared: February 10, 2020
Prepared By: Office of Community Development

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Town of Enfield will conduct a public hearing by the Town Council on Monday March 16, 2020 at 6:50 PM at 820 Enfield Street, Enfield, Connecticut in the Town Chambers to discuss the Fiscal Year 2020 Community Development Block Grant program and to solicit citizen input.

Maximum award limits:

- Up to \$1,000,000 for Public Facilities;
- Up to \$1,500,000.00 for Public Housing Modernization (including pre-development and construction);
- Up to \$1,000,000 for Infrastructure;
- Up to \$800,000 for Housing Rehabilitation Program; and
- Up to \$350,000.00 for Public Services (Youth Homelessness and Shelter Diversion programs);

Major activity categories are: Acquisition, Housing Rehabilitation, Public Housing Modernization, Community Facilities, Infrastructure Improvements, Public Services, and Economic Development. Projects funded with CDBG allocations must carry out at least one of three National Objectives: benefit to low- and moderate-income persons, elimination of slums and blight, or meeting urgent community development needs.

The purpose of the public hearing is to obtain citizen's views on the Town's community development and housing needs and review and discuss specific project activities in the areas of housing, economic development or community facilities which could be part of the Town's new Application for funding for the year 2020.

Also, the public hearing will be to give citizens an opportunity to make their comments known on the program and for approval of the Program Income Reuse Plan if applicable.

If you are unable to attend the public hearing, you may direct written comments to the Town of Enfield, Office of Community Development, 820 Enfield Street, Enfield, CT 06082 or you may telephone (860) 253-6391. In addition, information may be obtained at the above address between the hours of 9:00 a.m. and 5:00 p.m. on weekdays.

The Office of Community Development on behalf of the Town of Enfield anticipates in applying for a grant in the amount of approximately \$200,000 under the eligible activities of Public Housing Modernization and Housing Rehabilitation Program.

The Town of Enfield promotes fair housing and makes all programs available to low- and moderate-income households regardless of race, creed, color, national origin, ancestry, sex, gender identity or expression, marital status, age, lawful source of income, familial status, learning disability or physical/mental disability, or sexual orientation.

All are encouraged to attend. The hearing is accessible to the handicapped. Any disabled persons requiring special assistance or non-English speaking persons should contact Steve Belinda, ADA Coordinator at (860) 253-6346 at least five days prior to the hearing.

Equal Opportunity/Affirmative Action



TOWN OF ENFIELD

March 2, 2020

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Resolution Authorizing the Town Manager to Enter a Memorandum of Understanding with REKOR Recognition Systems

Councilors:

Highlights:

- "REKOR Recognition Systems" seeks to provide two software licenses to the Town of Enfield/Enfield Police Department.
- These licenses will provide a search capability within the video footage captured by the Enfield Joint Operations Center that will vastly improve unit efficiency and crime solving capabilities.
- This Memorandum of Understanding has been reviewed by the Town Attorney's Office.
- This Memorandum of Understanding has been reviewed by the Town's Chief Technology Officer.

Budget Impact:

There is no budget impact.

Recommendation:

It is recommended that the Town Council approve the attached resolution.

Respectfully Submitted,

Chief Alaric J. Fox
Enfield Police Department

Attachments:

1. Resolution

**ENFIELD TOWN COUNCIL
RESOLUTION NO.**

**Resolution authorizing the Town Manager to Enter a Memorandum of
Understanding with REKOR Recognition**

WHEREAS, REKOR Recognition Systems seeks to grant two software licenses to the Town of Enfield/Enfield Police Department under the terms of a Memorandum of Understanding; and

WHEREAS, these licenses will provide a search capability within the video footage captured by the Enfield Police Department Joint Operations Center that will vastly improve unit efficiency and crime solving capabilities; and

WHEREAS, the Town of Enfield may discontinue the use of these software licenses within their discretion, in the future, should they so wish.

NOW THEREFORE, BE IT RESOLVED, that the Town Council authorizes the Town Manager to enter into this Memorandum of Understanding in furtherance of the receipt of these software licenses.

Date Prepared: March 2, 2020
Prepared by: Police Department



EXHIBIT A

SOFTWARE LICENSE SUBSCRIPTION SCHEDULE

Software License Subscription Schedule dated as of _____ (the "**Software License Subscription Schedule**") to Master Subscription Agreement, effective as of _____, between Rekor Recognition Systems, Inc. ("**Rekor**") with an address of 7172 Columbia Gateway Drive, Suite 400, Columbia, MD 21046 and Enfield Police Department- CT ("**User**"), with an address of 293 Elm St Enfield CT 06082, to be effective as of _____ (the "**Effective Date**").

1. This Software License Subscription Schedule is entered into pursuant to the Agreement. Except to the extent expressly modified hereby, the Parties hereto by their execution and delivery hereof, reaffirm and incorporate herein by reference all of the terms, covenants and conditions of said Agreement as if such terms, covenants and conditions were fully set forth in this Software License Subscription Schedule. All of the capitalized words used herein shall have the meanings ascribed to them in the Agreement unless otherwise expressly stated herein or therein.
2. Term: Permanent
3. Expiration Date: NA
4. Software Description: 2 Watchman Permanent Trial Licenses
5. Quantity of Licenses: 2
6. Annual Subscription Payment: \$ NA
7. Additional Notes/Conditions: NA
8. Counterparts. This Software License Subscription Schedule may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Software License Subscription Schedule delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Software License Subscription Schedule.



The Parties have caused this Software License Subscription Schedule to be executed by their duly authorized representatives as of the date first written above.

PROVIDER:

REKOR RECOGNITION SYSTEMS, INC.

By: _____

Printed name:

Title:

USER:

By: _____

Printed name: _____

Title: _____

Email: _____

Phone: _____



EXHIBIT B-3

SOFTWARE LICENSE TERMS AND CONDITIONS

1. Term. The term of the Software License Subscription Schedule shall begin on the Effective Date, and unless earlier terminated in accordance with Exhibit C, Section 13, shall continue until the Expiration Date set forth in Exhibit A-3.
2. Software License Grant. Provider hereby grants to User, solely for User's own internal use, a non-transferable, non-assignable, non-exclusive license to use the software described herein (the "Software") and provided by Provider to User. The User shall use the Software exclusively for the operation of the Equipment and shall not copy the Software in any form, whether in whole or in part, and shall not incorporate the Software, whether in whole or in part, or the Software's code, into any product for distribution or use by any third party. Except for the rights enumerated in the Agreement, the license hereby granted to User does not include a grant to User of any other rights to, title, ownership, security interest, or other interest, in any intellectual property of Provider. The Software includes a collection of computer object code, documentation, precompiled binaries, and run time data used by the application code in order to analyze video stream data and perform various calculations and outputs.
3. Title to Software. The Software and all programs developed hereunder are proprietary to Provider. Provider shall retain exclusive right, ownership, title and interest in and to the Software, including all intellectual property rights. All applicable rights to patents, copyrights, trademarks and trade secrets in the Software or any modifications made at User's request are and shall remain in Provider. User agrees to secure and protect each module, software product and documentation thereof in a manner consistent with the maintenance of Provider's rights therein and to take appropriate action by instruction or agreement with its employees or consultants who are permitted access to each program or software product to satisfy its obligations hereunder. User agrees not to modify the software or create derivative products. Violation of any provision of this Section 3 shall be the basis for immediate termination of the Agreement.
4. Software Ownership. Provider represents that it is the owner of the Software and all portions thereof and that it has the right to modify same and to grant User a license for its use.
5. Updates and Use. Provider may provide User, from time to time, with updates (including minor adaptations, patches and bug fixes). User hereby warrants to keep the Software up-to-date and install all relevant updates. However, nothing in the Agreement shall require Provider to provide updates, fixes or upgrades. User shall limit the use of the Software to its employees who have been appropriately trained.
6. Equipment Use Restriction. User agrees not to use the Software on a camera manufactured by companies headquartered in the People's Republic of China ("Prohibited Camera"). User agrees that Provider is not responsible for damages and losses arising out of User's use of the Software on a Prohibited Camera. Violation of any provision of this Section (6) shall be the basis for immediate termination of this Agreement.



7. Warranty.

- a. Provider warrants that the Software will conform, as to all substantial operational features, to Provider's current published specifications when installed and will be free of defects which substantially affect system performance.
- b. User must notify Provider in writing, within 7 days of delivery of the Software to the User (not including delivery of any subsequent modifications to the Software), of its claim of any such defect. If the Software is found defective by Provider, Provider's sole obligation under this warranty is to remedy such defect in a manner consistent with Provider's regular business practices.
- c. THE ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY PROVIDER. PROVIDER MAKES AND USER RECEIVES NO WARRANTY EXPRESS OR IMPLIED AND THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PROVIDER SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THE AGREEMENT FOR CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF PROVIDER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE SOFTWARE. EXCEPT AS PROVIDED FOR IN THIS SECTION (7), THE USER ACCEPTS THE SOFTWARE AS-IS AND WITH ALL FAULTS.
- d. Modifications to the Software are strictly prohibited as is the creation of any derivative product. If any modifications are made to the Software by User during the warranty period, this warranty shall immediately be terminated. Correction for difficulties, defects or damages traceable to User's errors or systems changes shall be billed at Provider's standard time and material charges.
- e. User shall provide Provider details regarding any bug, defect or failure in the Software promptly and with no delay from such event. User shall also comply with Provider's request for information regarding bugs, defects or failures and furnish with information and try to reproduce such bugs, defects or failures.



EXHIBIT C

COMMON TERMS AND CONDITIONS

The following terms apply to all Services noted within the Agreement. Terms specific to individual Services are noted within the associated exhibits as defined above.

1. Data Rights: The data User obtains from using and operating the Equipment and Software is the "Data." User acknowledges and agrees that Provider may use the Data for its own purposes which Provider shall determine in its sole discretion, including but not limited to sharing the Data with law enforcement agencies, sharing the Data with the Rekor Public Safety Network ("RPSN"), training of Provider's AI system, and Provider's general statistical use. If User is not a certified law enforcement agency, User agrees and acknowledges that Provider holds all right, title and interest, including all ownership interest jointly with User, in the Data. User shall take such further actions, including execution of documents, as reasonably requested by Provider, and at Provider's expense, to effectuate the purpose and intent of the Agreement with respect to the rights, ownership, and interests of Data provided in this Section 1, including, but not limited to, cooperation with Provider to establish or evidence Provider's rights, ownership, and interests hereunder."
2. Term: The term of the Agreement shall begin on the Effective Date, and unless earlier terminated in accordance with Section 13, shall continue until the latest expiration date of all schedules (each, a "Schedule" and collectively, the "Schedules") in effect, (the "Term").
3. Payments. During the period in which the Agreement and each Schedule is effective, the User shall deliver to the Provider payments of the amount and frequency set forth in the related Schedule (the "Payments"). The first Payment shall be due on the Effective Date. The Lease Payments are due whether or not the User has received notice that a Payment is due.
4. Notices: All notices, requests, consents, claims, waivers and other communications (collectively, "Notices") hereunder shall be sent to the addresses set forth in the preamble of the Agreement and/or email set forth on the signature page to the Agreement or such other addresses and/or email as a Party gives from time to time. All Notices shall be deemed to have been given (a) when delivered by hand; (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email, if sent during normal business hours of recipient, and on the next business day if sent after normal business hours of recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. All Notices hereunder may be given by any other means, but shall not be deemed to have been duly given unless and until it is actually received by the intended recipient.
5. Entire Agreement and Modification: The Agreement (including the Schedules, Annexes and Exhibits hereto, and the provisions incorporated by reference herein) constitutes the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or



oral, relating to such subject matter in any way to the subject matter hereof or thereof. No modification, waiver or amendment of the Agreement shall be effective unless in writing and signed by both Parties. The Agreement replaces any and all prior agreements between the Parties with respect to its subject matter. Waiver by a Party of any provision of the Agreement does not constitute, and is not to be construed as constituting, a waiver of such provision (or any other provision) at any other time.

6. Governing Law: The Agreement shall be governed and construed in accordance with the laws of the State of Maryland, without application of any principle of Maryland law which would require that the Agreement be governed and construed by the laws of any other jurisdiction.
7. Press Release and User List Reference: Rekor and its subsidiaries (collectively, “Rekor”) are each permitted to issue a press release announcing that User has retained Rekor to provide the Services. Rekor may reference User and generally describe the nature of the Agreement in Rekor’s promotional materials, presentations, and proposals to current and prospective Users.
8. Service Charge; Fees: If any payment is not paid within five (5) days after the due date, User shall pay to Provider a service charge of 5% of the payment due per month which shall accrue each month until the outstanding balance is paid in full. User acknowledges that its ability to access the Services may require the payment of third party fees and that User is responsible for paying such fees.
9. Collection Costs: If User fails to make any payments due under the Agreement and Provider retains the services of a collection agency or an attorney to collect such amounts, User agrees to promptly pay to Provider all reasonable costs of collection, including, but not limited to, any collection agency fees, reasonable attorney’s fees, and court costs.
10. Tax. User shall pay all taxes, including any applicable sales or use tax, and all other fees or charges on or arising out of the Provider’s delivery of Services or Equipment to the User; however, the User will not pay any federal or state income taxes, franchise taxes, or any other taxes imposed on the Provider’s net income.
11. Confidentiality: User agrees that it shall not disclose to any third party any information concerning the trade secrets, methods, processes or procedures or any other confidential, financial or business information of Provider which should be reasonably understood to be confidential or non-public, whether or not such information is marked confidential, which User learns, directly or indirectly, or which is made available to User, as a result of the Agreement, without Provider’s prior written consent. User shall promptly notify Provider in the event User becomes aware of any actual or purported loss or disclosure of any information covered by the prior sentence. If User is required by a legal or administrative process, including but not limited to, applicable law, regulation, order, or similar process, to disclose any information covered by the first sentence of this Section 11, User shall promptly notify Provider of such requirement (if such notification can be made without violating the terms of such required disclosure), so that Provider may seek an appropriate

protective order or waive compliance with the Agreement. User agrees not to oppose any effort by Provider to resist or narrow such requirement or to seek a protective order or other appropriate remedy. If, in the absence of a protective order or the receipt of a waiver hereunder, User is, in the opinion of its legal counsel, required to disclose such information, Recipient may disclose only such information to the party requiring disclosure as is required by law, regulation, order, or similar process. In connection with such required disclosure, User shall use its reasonable efforts, at Provider's request and expense, to obtain from the party to whom disclosure is made written assurance that confidential treatment will be accorded to such portion of the information as is disclosed.

12. **Default:** The occurrence of any of the following shall constitute an event of default under the Agreement ("Event(s) of Default"):

- a. The failure to make a required payment under the Agreement and each related Schedule when due.
- b. The violation of any provision or requirement under the Agreement (other than making required payments) that is not corrected within ten (10) days after notice of the violation is given.
- c. The insolvency of User.
- d. The voluntary or involuntary commencement of a proceeding in bankruptcy or receivership against User or its property; a general assignment for the benefit of creditors by User or if User enter into an agreement or composition with its creditors; if User is dissolved or otherwise discontinued; or if User ceases doing business as a going concern.
- e. The subjection of any of User's property to any levy, seizure, assignment, application or sale for or by any creditor or government agency.
- f. The existence of any encumbrance on the Equipment or Software that has not been approved by Provider in writing.
- g. If any application, certificate, statements, trade references, representations and/or financial reports furnished by User and submitted to Provider proves to be false in any material respect.

13. **Rights on Default:** Upon the occurrence of any Event of Default, Provider may, after any applicable cure period, without further notice to User, and in Provider's sole discretion, exercise any one or more of the following remedies:

- a. Declare User's obligations hereunder immediately due and payable and recover as liquidated damages and not as a penalty an amount equal to: (i) reasonable attorneys' fees; plus (ii) in the event of damage or destruction and loss of the Equipment, either the cost of all repairs needed to correct the damage; less (iii) net proceeds of the disposition of the Equipment, if any; plus (iv) all expenses as are incurred in repossession, repair, refurbishment, seizure, storage, sale or reletting of the Equipment or of other collateral and any charges, costs, expenses,



interest or penalties properly assessable against User pursuant to the provisions of the Agreement or any other agreement(s) between the parties;

- b. enforce performance by User of the applicable covenants and terms of the Agreement or recover damages for the breach thereof;
- c. terminate the Agreement and each related Schedule, terminate the licenses and take possession of the Equipment and Software and associated documentation, with or without demand or notice to User and without order of court or other legal process, and without incurring any liability to User for any damages incurred by reason of such taking, **USER HEREBY WAIVES ANY AND ALL RIGHTS TO PRIOR NOTICE AND TO A JUDICIAL HEARING WITH RESPECT TO REPOSSESSION OF THE EQUIPMENT BY PROVIDER;** and/or
- d. any other remedies available in law or at equity.

No failure or delay on the part of Provider to exercise any remedy hereunder shall operate as a waiver. No express or implied waiver by Provider of any default shall constitute a waiver of any other default by User or waiver of Provider's rights. No remedy is intended to be exclusive, but each shall be cumulative and concurrent to the extent permitted by law and shall be in addition to any other remedy otherwise available to Provider at law or in equity.

14. Effect of Termination: Expiration, termination or cancellation of the Agreement and related Schedules shall not affect rights, obligations or liabilities of the parties which accrue prior to such expiration, termination or cancellation. Upon expiration, termination or cancellation of the Agreement, all rights, licenses and authorizations granted to User hereunder will immediately terminate and User will (a) immediately cease all use of and other activities with respect to the Equipment and Software; (b) within 15 days deliver to Provider all Equipment and Software at User's expense, or upon request by Provider destroy the Software, and permanently erase from all devices and systems User directly or indirectly controls, the Software, including all documents, files, and tangible materials containing, reflecting, incorporating, or based on any of the foregoing, whether or not modified or merged into other materials; and (c) certify to Provider in a signed written instrument that it has complied with the requirements of this Section 14. The provisions of Sections 1, 4 – 6, 7, 9 – 11, 14 – 22 of this Exhibit C shall survive termination of the Agreement and related Schedules.

15. Log-In Information; Individual Use: To gain access to and use the Services, User may be required to create a username and password or other log-in ID and password ("Log-In Information"). User is responsible for all activity occurring under its Log-In Information, and User must keep its Log-In Information confidential and not share such Log-In Information with other individuals or third parties other than those with a business need to know. Provider has no obligation or responsibility with regard to User's use, disclosure, or management of Log-In Information. Provider may require User to change its Log-In Information if such Log-In Information is inconsistent with the terms of the Agreement.



Notwithstanding anything set forth in the Agreement to the contrary, Provider makes Services available to User for only its use and not for use by any third party.

16. No Assignment, Sublease or Sublicense by User: User shall not assign, sublet or sublicense any interest in the Agreement, the Equipment or Software, or permit the Equipment or Software to be used by anyone other than User or User's employees, without Provider's prior written consent.
17. Investigations: If Provider becomes aware of any possible violations by User of any provision of the Agreement, Provider reserves the right to investigate such violations. If, as a result of such investigation, Provider believes that criminal activity has occurred, Provider reserves the right to refer the matter to, and to cooperate with, any and all applicable law enforcement authorities. Except to the extent prohibited by applicable law, Provider is entitled to disclose any information in Provider's possession in connection with User's use of the Equipment and Software, and under any provision of the Agreement, to (a) comply with applicable law, legal process or governmental request; (b) enforce the Agreement; (c) respond to any claims or rights of third parties; (d) respond to User's requests for customer services; or (e) protect the rights, property or personal safety of Provider, its users or the public, and law enforcement or other government officials, as Provider in its sole discretion believes to be necessary or appropriate. User is solely responsible for its familiarity and compliance with any laws that may prohibit User from participating in or using any part of the Services
18. Submission to Jurisdiction; Consent to Service of Process; Waiver of Jury Trial: Each Party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts of the State of Maryland for the purposes of any suit, action or other proceeding arising out of or relating to the Agreement and agrees that all claims in respect of the suit, action or other proceeding may be heard and determined in any such court. Each Party agrees to commence any such suit, action or other proceeding either in the state or federal courts of the State of Maryland. Each Party waives any defense of improper venue or inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto. Any Party may make service on any other Party by sending or delivering a copy of the process to the Party to be served in the manner provided for the giving of notices in Section 4. Nothing in this Section 18, however, shall affect the right of any Party to serve legal process in any other manner permitted by law or at equity. Each Party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law or at equity. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THE AGREEMENT.
19. Severability: If any portion of the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the Agreement is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. Counterparts: The



Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of the Agreement delivered by facsimile, e-mail or other mean of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of the Agreement.

20. Exhibits: Schedules: Except to the extent expressly modified by the Agreement, the Parties by their execution and delivery hereof, affirm and incorporate herein by reference all of the terms, covenants and conditions of the Exhibits, Schedules and terms and conditions expressly referenced herein as if such terms, covenants and conditions were fully set forth in the Agreement.
21. Relationship of the Parties: Provider (and any affiliate thereof providing Services hereunder) is an independent contractor and service provider to User, and the Agreement shall not be deemed to establish a joint venture, partnership, association or fiduciary or similar relationship between Provider or any affiliate thereof, on the one hand, and User or any affiliate thereof, on the other hand, for United States tax purposes or for any other purpose.
22. Further Assurances: The Parties shall furnish upon request to each other further information, execute and deliver to each other documents, and do other acts and things, all as another party may reasonably request for the purpose of giving effect to the intent or express terms of the Agreement and the documents referred to in the Agreement; provided, that no party shall be obligated to incur any material liability, expense or obligation pursuant to this Section 22 without its consent.