



**AGENDA
ENFIELD TOWN COUNCIL
SPECIAL VIRTUAL MEETING**

Monday, June 1, 2020, 5:00 PM

[Available Live on YouTube](https://youtu.be/8SrflaqE-tM)
<https://youtu.be/8SrflaqE-tM>

1. Roll Call

2. Executive Session

Real Estate Negotiations

- 90 Elm Street
- 2 Broad Brook Road

Pending Litigation

- Fire Protection Charges

- 3. Discussion/Resolution:** Request for Transfer of Funds for Family Resource Center \$50,000.
- 4. Discussion/Resolution:** Resolution Revising Title of Public Nuisance Officer.
- 5. Discussion/Resolution:** Resolution Authorizing the Town Manager to Enter into a Lease Agreement with CSI Leasing.
- 6. Discussion/Resolution:** Resolution Authorizing the Town Manager to Sign a Lease Agreement with Collins Powder Hill Farm, LLC.
- 7. Discussion/Resolution:** Resolution Authorizing Town Manager to Execute Assistance Agreement with State of Connecticut Department of Housing for the 2019 Community Development Block Grant Small Cities Program for Laurel Park.
- 8. Discussion/Resolution:** Resolution Authorizing Town Manager to Execute the Subrecipient Agreement with the Enfield Housing Authority.
- 9. Discussion/Resolution:** Resolution Regarding Adopting the Policy and Procedure for Enfield Town Council Meetings.

10. Adjournment



TOWN OF ENFIELD

May 27, 2020

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Request for Transfer of Funds for Family Resource Center \$50,000.

Highlights:

- The Family Resource Center (FRC) has been awarded a donation of \$50,000 from the LEGO Group to create and distribute play-based kits to 1,300 Enfield children ages 12 and under.
- Kits will be distributed to children who are part of the Enfield Family Resource Center, Enfield Child Development Center, Enfield Youth Services as well as children who utilize the Enfield Food Shelf and attend licensed home-based childcare programs.
- Kits will include a variety of art and sensory materials to benefit all developmental domains as well as online learning sessions to parents and caregivers on how to use the materials.
- The donation will fund the materials for kits and staff salaries of FRC Parent Educators for kit creation, distribution and online learning sessions.

Budget Impact:

There is no impact to the budget.

Recommendation:

The Town Council adopts the attached Budget Transfer Resolution.

Respectfully Submitted,

Cynthia Guerreri
Director of Social Services

Attachment:

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 transfers are hereby made.

TO: Family Resource Center

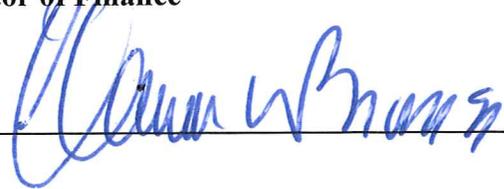
Salaries	22048853 511000	\$2,185
Salaries Part Time	22048853 512000	\$1,992
Social Security	22048853 522000	\$261
Medicare	22048853 522100	\$62
Other Supplies/Materials	22048853 561900	\$45,500

FROM: Family Resource Center

Family Resource Center, Lego Group COVID19	22044470 48853	\$50,000
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CERTIFICATION: I hereby certify that the above-stated funds are available as of May 27, 2020.


John Wilcox, Director of Finance

APPROVED BY:  **Town Manager**

Date: 5/27/20



TOWN OF ENFIELD

Press Release

CONTACT:

Christopher W. Bromson
Town Manager
Phone: (860) 253-6353
TownManager@enfield.org

FOR IMMEDIATE RELEASE

Update on Appointment of a Public Nuisance Enforcement Officer

Effective immediately, pursuant to Governor Lamont's Executive Order 7PP issued May 18, 2020, the Town Manager has appointed Ricardo Rachele as the Public Nuisance Enforcement Officer.

Working in partnership with Mr. Rachele will be our 3 current blight officers: David Thomas, Bob Santanella, and Rich Degen. The blight officers will be available to respond to complaints received by the Town. During the evening and weekend hours, when the blight officers are unavailable, the Town Manager has assigned this responsibility to the Chief of Police, Alaric Fox. Chief Fox has designated 3 officers to serve in this capacity: Sergeant Douglas Montas, Officer Joseph Fillmore and Officer Mark Rochette.

Our focus is to assist businesses to open in compliance with State of Connecticut and Department of Public Health regulations. It is not our intent to hinder or prohibit any lawful openings.

For true health and safety emergencies, please continue to call 911 for immediate assistance. If you have a concern that is a public health matter, please contact the North Central District Health Department at 860-745-0383. Otherwise, please reach out to the Enforcement Officers at 860-253-6358.

Office of the Town Manager
820 Enfield Street
Enfield, Connecticut 06082

Telephone (860) 253-6350
Fax (860) 253-6310
www.enfield-ct.gov



TOWN OF ENFIELD

WHEREAS, Governor Ned Lamont's Executive Order No. 7PP, section 2.b. provides that the municipality's Chief Executive Officer shall select municipal employees who shall have authority over public nuisances arising from violations of the applicable Sector Rules issued by the State of Connecticut Department of Economic and Community Development; and

WHEREAS, pursuant to the provisions of Executive Order 7PP, section 2.b., Town Manager Christopher W. Bromson has determined which municipal employees shall be charged with such authority.

THEREFORE, the following individuals are hereby appointed to enforce the provisions of the applicable Sector Rules:

- Enforcement Official: Ricardo Rachele
- Assistant Enforcement Officials:
 - Robert Santanella
 - David Thomas
 - Richard Degen

IN ADDITION to the above-named individuals, the Town Manager or the Chief of Police may appoint a member of the Enfield Police Department to enforce the applicable Sector Rules on evenings and weekends if the above-named individuals are not available.

Dated this 20 day of May 2020

Christopher W. Bromson
Town Manager

K:Manager/Sector Rules Enforcement, enforcement officials, 5-20-2020

ENFIELD TOWN COUNCIL

RESOLUTION NO. _____

REVISING TITLE OF SECTOR RULES ENFORCEMENT OFFICIAL

WHEREAS, the Governor's Executive order No. 7PP, section 2.b. provides that the municipality's Chief Executive Officer shall select employees who shall have authority over enforcement of the Sector Rules issued by the State Department of Economic and Community Development; and

WHEREAS, in accordance thereof, Town Manager Christopher W. Bromson appointed Ricardo Rachele to serve as the enforcement official with the title of Public Nuisance Officer; and

WHEREAS, the Town of Enfield believes the role of the enforcement official is to assist and help businesses re-open and move our community forward.

BE IT RESOLVED, that the Enfield Town Council revises the title of the enforcement official to Business Assistance Officer, as this reflects the Town's intentions to foster a positive business and economic climate in the Town of Enfield.

Prepared by: Town Manager's Office

Date: May 27, 2020



TOWN OF ENFIELD

May 22, 2020

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Resolution Authorizing the Town Manager to Enter into a Three-Year lease with CSI Leasing Inc.

Councilors:

Highlights:

- The technology refresh plan of leasing technology for 3 years as required for the Public Schools, Municipality and Public Safety will be expiring June 30, 2020.
- The new equipment will be on a three-year lease to allow for greater cash flow through the reduction of capital expenses.
- The technology being leased is state of art equipment provided by Hewlett Packard, with industry leading specifications to support the day to day operations of the Public Schools, Municipality and Public Safety services.

Budget Impact:

There is no impact to the budget it is part of the adopted budget for 2021.

Recommendation:

That the Town Council approve the attached resolution.

Respectfully Submitted,

Paul A. Russell
Chief Technology Officer

Attachments:

1. Resolution

ENFIELD TOWN COUNCIL

RESOLUTION NO. _____

**Approval to Enter into Three-Year Lease for
Technology Refresh**

WHEREAS, the Information Technology Department has determined that contracting to lease technology equipment for the support of Enfield Public Schools, Municipality, and Public Safety entities is in the best interest of the Town; and

WHEREAS, a technology lease for the town will allow for the procurement of hardware required to operate and manage Public Schools, Municipal and Public Safety information; and

WHEREAS, The Enfield Town Council deems a multi-year lease of technology equipment for Public Schools, Municipality and Public Safety to be in the best interest of the Town.

NOW THEREFORE BE IT RESOLVED, that the Town Council authorizes the Town Manager to enter into a three-year lease for technology equipment with CSI Leasing, Inc. and is authorized to execute all documents as required.

Prepared by: Town Manager's Office
Date Prepared: May 22, 2020

ENFIELD TOWN COUNCIL

RESOLUTION NO. _____

**Resolution Authorizing the Town Manager to Sign a Lease Agreement with
Collins Powder Hill Farm, LLC**

WHEREAS, Collins Powder Hill Farm, LLC wishes to lease for the 2020 growing season, approximately 11+/- acres of Town-owned land located on the northeast corner of 77 Town Farm Road, commonly known as the Town of Enfield Transfer Station property, shown in the Enfield Land Records Book of Maps, Volume 226, Pages 3321 through 3324; and

WHEREAS, Collins Powder Hill Farm, LLC has previously leased this property for the 2017, 2018, and 2019 growing seasons.

NOW THEREFORE BE IT RESOLVED, that the Town Manager, Christopher W. Bromson, is empowered to enter into the attached Lease Agreement in the name and on behalf of the Town of Enfield, with Collins Powder Hill Farm, LLC.

Prepared by: Town Attorney's Office
Date Prepared: May 26, 2020

LEASE AGREEMENT

THIS INDENTURE made this _____ day of May 2020, by and between the **TOWN OF ENFIELD**, a municipal corporation in the County of Hartford, State of Connecticut, hereinafter called the "Lessor" and **COLLINS POWDER HILL FARM, LLC**, of the Town of Enfield, County of Hartford and State of Connecticut, hereinafter called the "Lessee".

WITNESSETH:

1. LEASED PREMISES. In consideration of the rents hereinafter reserved and all terms, conditions, covenants and agreements hereinafter contained, the Lessor hereby leases and demises to the Lessee, and the Lessee hereby hires, leases and takes from the Lessor unimproved real estate consisting of 11+/- acres located on Town Farm Road, Enfield, Connecticut, said demised premises being those farmed by the Lessee in recent years and part of a 173+/- acre Town parcel more particularly described in Exhibit A, attached hereto, and shown on a certain plan on file with the Town Clerk's office, in Book of Maps Volume 226, Pages 3321-3324.

2. USE. Although the Lessor makes no representations or warranties as to the suitability of the premises for farming and agricultural activities, or for the growing of crops, the Lessor allows the Leased premises to be so used by the Lessee. Should the premises not be suitable for the intended purpose, the Lessee's remedy is limited to return of the Rent. Aerial spraying of any kind is expressly prohibited.

3. TERM. The term of this Lease shall commence on May 21, 2020 and shall terminate on October 31, 2020.

4. RENT. The Lessee shall pay the Lessor \$100 per acre, for a total rental of \$1,100, which amount is due and payable in full, without necessity of demand, upon the signing of this lease.

5. TAXES ON LESSEE'S PROPERTY. Lessee shall be solely responsible for and agrees to pay, prior to delinquency, any and all taxes, assessments, levies, fees or other governmental charges of whatever kind or nature levied or assessed upon, against or with respect to all equipment and other personal property of any kind owned by Lessee or placed, installed or located in, upon or about the Premises.

6. COMPLIANCE WITH LAW. Lessee shall, at its cost, promptly observe and comply with all provisions of the law including, without limitation, all requirements of all governmental authorities, now or hereafter in force which pertain to or affect the Premises, the Lessee's use of the Premises, the conduct of any business on the Premises, or the making of any repairs, alterations, or improvements of or to the Premises.

7. LIABILITY INSURANCE. The Lessee will provide and keep in force, for the benefit of the Lessor, general accident and public liability insurance policies, protecting Lessor against any and all Liability occasioned by accident or disaster in the amount of \$1,000,000.00 in respect to any one accident or disaster, and \$1,000,000.00 in respect to injuries to any one person, \$1,000,000.00 property damage, and said liability policies shall cover the demised premises. Lessor shall be named as an additional insured on the liability policy. A liability policy covering the Lessor and Lessee, as their interests may appear shall be deemed in compliance with the provisions of this covenant. Lessee shall deposit with Lessor certificates of such insurance at or prior to the execution of this Lease and thereafter within ten (10) days prior to the expiration of such policies. Such policies shall provide that they may not be canceled without at least ten (10) days prior written notice to Lessor.

In the event that Lessee shall fail to deliver to Lessor certificates of such insurance, Lessor may cause such insurance to be issued and bills for the premiums therefor shall be rendered by Lessor to Lessee at such times as Lessor may elect, and shall be due from and payable to Lessee when rendered and the amount thereof shall be deemed to be, and paid as, additional rental.

8. INDEMNIFICATION. The Lessee shall at all times defend, indemnify and hold harmless the Lessor and its employees, officers, agents and servants, on account of any and all claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of injuries (including death) sustained by, or alleged to have been sustained by the employees or agents of the Lessor or Lessee, and from injuries (including death) sustained by, or alleged to have been sustained by the public, any or all persons on the demised premises, or by any person or property, real or personal (including property of the Lessor), caused in whole or in part by the acts or omissions of the Lessee, its employees or agents.

9. ASSIGNMENT. Lessee may not assign this Lease or sublease the demised premises without prior written consent of the Lessor.

10. DEFAULT. (a) If Lessee defaults in compliance with any term or covenant on its part herein contained to be performed, Lessor shall give Lessee fifteen (15) days written notice to cure said default, except, if the default relates to rent or other monetary obligations, Lessee shall be in default if the rent or other monetary obligation is not paid within ten (10) days after the same is due and payable.

(b) If such default, other than rent or other monetary obligation, cannot be reasonably remedied prior to such date, and the Lessee is engaged in good faith in curing such default, or, prior to the expiration date of the notice, has given Lessor adequate security of the remedy thereof, then this letting and Lessee's rights hereunder shall continue in full force.

(c) If any such default is not cured within the time limitations above provided and prior to the termination date hereinafter set forth, the Lessor shall have the right to terminate this Lease upon ten (10) days-notice to the Lessee if the default is still not cured within said period, and for such purposes may institute appropriate summary proceedings to enforce the payment of any obligation and the performance of any covenant to recover possession and to terminate this Lease, and after such termination may re-rent, reserving all rights against the Lessee for all loss of rent caused by lessee's breach of this Lease, plus all reasonable attorney's fees.

11. WAIVER OF REQUIREMENTS. No requirement whatsoever of this letting shall be deemed waived or varied, nor shall Lessor's acceptance of any payment with knowledge of any default or Lessor's failure to delay to take advantage of any default, constitute a waiver of Lessor's rights thereby nor of any subsequent or continued breach of any requirement of this letting. All remedies herein provided for shall be in addition to, and not in substitution for, any remedies otherwise available to Lessor.

12. NOTICES. All notices to be given under this letting shall be in writing and shall be either served or sent by certified or registered mail to the address of the parties below specified. Lessee's address for notices shall be John M. Collins, 9 Powder Hill Road, Enfield, CT 06082 or such other address as Lessee may designate from time to time. Lessor's address for notices shall be Town Manager, Enfield Town Hall, 820 Enfield Street, Enfield, CT, or such other address as Lessor may designate from time to time.

13. PEACEFUL ENJOYMENT. Lessor covenants and agrees that upon Lessee's paying rent and performing all the covenants and conditions aforesaid on Lessee's part to be observed and performed, Lessee shall and may peacefully and quietly have, hold and enjoy the premises hereby demised for the term aforesaid, subject however, to the terms of this Lease.

14. CONSTRUCTION OF LEASE. Words of any gender used on this Lease shall be held to include any other gender, and words in the singular number shall be held to include the plural, when the sense requires. Wherever used herein, the words "Lessor" and "Lessee" shall be deemed to include the heirs, personal representatives and successors of the parties, unless the context excludes such construction.

15. PARAGRAPH CAPTIONS. The paragraph captions as to contents of the particular paragraph herein are inserted only for convenience, and are in no way construed as part of this Lease or as a limitation on the scope of the particular paragraphs to which they refer.

16. BINDING UPON SUCCESSORS. All the provisions herein contained shall bind and inure to the benefit of the parties hereto, their heirs, successors, assigns and personal representatives.

17. PARTIAL INVALIDITY. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected thereby. Each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Town of Enfield

Collins Powder Hill Farm, LLC

By: _____
Christopher W. Bromson
Town Manager

John M. Collins
Member

Date: _____

Date: _____

Exhibit A
Description of Premises



TOWN OF ENFIELD

March 10, 2020

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Resolution Authorizing Town Manager to Execute Assistance Agreement with State of Connecticut Department of Housing for the 2019 Community Development Block Grant Small Cities Program

Resolution Authorizing Town Manager to Execute the Subrecipient Agreement with the Enfield Housing Authority

Councilors:

Highlights:

- In 2019 funds were available through the federal Community Development Block Grant (CDBG) Small Cities Program administered by the Connecticut Department of Housing (DOH).
- The Town applied for program funds in partnership with the Enfield Housing Authority for Public Housing Modernization at the Laurel Park Housing Complex.
- On September 26, 2019, Governor Lamont announced that the Town of Enfield was awarded a Small Cities Community Development Block Grant in the amount of \$175,000 for electrical upgrades at the Laurel Park Housing Complex.
- On October 7, 2019, DOH issued an award letter indicating that the Town will be required to first expend a total of \$75,000 from its CDBG program income account that it utilizes to support the Town's Housing Rehab Loan Program and First Time Homebuyer Program, before receiving the \$175,000 award amount for the project. Funds are available for this purpose.
- The Enfield Housing Authority will enter into a Sub-Recipient Agreement with the Town of Enfield in order to utilize the Grant Funds for the intended uses and purposes of the Project, subject to compliance with and satisfaction of the terms and conditions set forth in the Assistance Agreement.

Budget Impact

The approval of the proposed resolution will have no impact on the Town's budget.

Recommendation:

That the Town Council adopts the attached state-required resolution.

Respectfully Submitted,

Nelson Tereso
Deputy Director of Economic & Community Development

Attachments

1. Resolution

ENFIELD TOWN COUNCIL

RESOLUTION NO. _____

**Resolution Authorizing the Town Manager to Sign the
Small Cities CDBG Assistance Agreement**

WHEREAS, Federal monies were made available under the Connecticut Small Cities Community Development Block Grant Program, administered by the State of Connecticut, Department of Housing pursuant to Public Law 93 - 383, as amended; and

WHEREAS, pursuant to Chapter 127c, and Part VI of Chapter 130 of the Connecticut General Statutes, the Commissioner of Housing is authorized to disburse such Federal monies to local municipalities; and

WHEREAS, on September 26, 2019, State of Connecticut Governor Ned Lamont announced that the Town of Enfield was awarded a Small Cities Community Development Block Grant in the amount of \$175,000 for electrical upgrades at the Laurel Park Housing Complex; and

WHEREAS, it is desirable and in the public interest that the Town of Enfield execute the Assistance Agreement between the State of Connecticut and the Town of Enfield.

NOW, THEREFORE, BE IT RESOLVED BY THE ENFIELD TOWN COUNCIL:

1. That it is cognizant of the conditions and prerequisites for State Assistance imposed by Part VI of Chapter 130 of The Connecticut General Statutes; and
2. That the Assistance Agreement between the State of Connecticut and the Town of Enfield in an amount not to exceed \$175,00 for Public Housing Modernization is hereby approved, and that the Town Manager is hereby authorized and directed to execute such other documents as may be required by the Commissioner, to execute an Assistance Agreement with the State of Connecticut for the State financial assistance, to execute any amendments, rescissions, and revisions thereto, and to act as the authorized representative of the Town of Enfield.

ENFIELD TOWN COUNCIL

RESOLUTION NO. _____

Resolution Authorizing the Town Manager to Sign the Subrecipient Agreement Between the Town of Enfield and the Enfield Housing Authority

WHEREAS, on September 26, 2019, State of Connecticut Governor Ned Lamont announced that the Town of Enfield was awarded a Small Cities Community Development Block Grant in the amount of \$175,000 for the Electrical Upgrades Project (Project) at the Laurel Park Housing Complex; and

WHEREAS, the Enfield Housing Authority (EHA) owns the Laurel Park Housing Complex and will be responsible for the implementation and completion of the Project; and

WHEREAS, the Town will disburse the Grant funds to the EHA pursuant to the terms and conditions set forth in the Assistance Agreement between the Town and the State; and

WHEREAS, it is desirable and in the public interest that the Town of Enfield execute a Subrecipient Agreement between the Town and the EHA.

NOW THEREFORE BE IT RESOLVED, that the Town Manager is authorized to sign the Subrecipient Agreement between the Town of Enfield and the Enfield Housing Authority.

Prepared by: Nelson Tereso, Deputy Director of Economic and Community Development
Date Prepared: March 9, 2020

**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