



AGENDA ENFIELD TOWN COUNCIL REGULAR MEETING

**Monday, August 2, 2021
7:00 PM - Council Chambers**
<https://youtu.be/chlcQWt5NZY>

6:15 - Proposed Amendments to the Solid Waste and Recycling Ordinance

6:45 - Proposed Amendment to the Bulky Waste Transfer Station Fees

- 1. PRAYER – Kelly Hemmeler**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL.**
- 4. FIRE EVACUATION ANNOUNCEMENT.**
- 5. MINUTES OF PRECEDING MEETINGS.**
 - **Special Meeting – July 6, 2021**
 - **Regular Meeting – July 6, 2021**
- 6. SPECIAL GUESTS.**
- 7. PUBLIC COMMUNICATIONS AND PETITIONS.**
- 8. COUNCILOR COMMUNICATIONS AND PETITIONS.**
- 9. TOWN MANAGER REPORT AND COMMUNICATIONS.**
- 10. TOWN ATTORNEY REPORT AND COMMUNICATIONS.**
- 11. REPORT OF SPECIAL COMMITTEES OF THE COUNCIL.**
- 12. OLD BUSINESS.**
 - A. Discussion/Resolution:** MOU with Fire Districts for Collection and Distribution of Taxes. (Tabled 11/16/2020)
 - B. Discussion/Resolution:** Resolution Authorizing the Town Manager to Enter into a Purchase and Sale Agreement with Bellsite Development. (Tabled 07/06/2021)
- 13. NEW BUSINESS.**
 - A. Consent Agenda – Action.**
 - B. Appointment(s)–Town Council Appointed.**
 - C. Appointment(s) – Town Manager Appointed/Council Approved.**

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

14. ITEMS FOR DISCUSSION.

A. **Consent Agenda – Review.

- 1. Discussion/Resolution:** Request for Transfer of Funds for Youth and Family Services \$750.
- 2. Discussion/Resolution:** Request for Transfer of Funds for Library \$3,000.
- 3. Discussion/Resolution:** Resolution Authorizing the Town Manager to Sign an Application for and Enter into Agreement with the CT State Department of Children and Families for a Youth Service Bureau and Enhancement Grant.
- 4. Discussion/Resolution:** Resolution Authorizing the Town Manager to Sign Grant Applications and Enter into Agreement with Connecticut Department of Transportation for Dial-a-Ride and Magic Carpet.
- 5. Discussion/Resolution:** Resolution Authorizing the Town Manager to Sign Grant Applications and Enter into Agreement with Amplify Inc for Youth and Family Services.

B. Appointment(s) – Town Council Appointed.

- 1. Planning and Zoning Commission – Alternate** - A Vacancy Exists Due to the Appointment of John Petronella (D) to a Regular Seat. Replacement Would be Until 12/21/2021.

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

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

- E. **Discussion/Resolution:** Request to Transfer of Funds from the CARA (Comprehensive Addiction and Recovery Act Grant) \$50,000.
- F. **Discussion/Resolution:** Resolution Authorizing the Transfer of Unspent Funds from the CARA (Comprehensive Addiction and Recovery Act) Grant.
- G. **Discussion/Resolution:** Request for Transfer of Funds for Remodeling the Alcorn Building \$64,705.90.
- H. **Discussion/Resolution:** Resolution to Approve a Three Year Collective Bargaining Agreement with IAEP, Local #RI-717, NAGE, SEIU.
- I. **Discussion/Resolution:** Request for Transfer of Funds for Collective Bargaining Agreement with IAEP, Local #RI-717, NAGE, SEIU \$294,414.
- J. **Discussion/Resolution:** Resolution Amending the Non-Union Wages in the EMS Department.
- K. **Discussion/Resolution:** Request for Transfer of Funds for EMS \$94,509.
- L. **Discussion/Resolution:** Resolution Adopting the Revised Solid Waste Ordinance.

- M. **Discussion/Resolution:** Resolution Adopting Revised Bulky Waste Transfer Station Fee Schedule.
- N. **Discussion/Resolution:** Resolution Increasing the ROV Election Workers Rate of Pay Per Hour.
- O. **Discussion/Resolution:** Resolution Authorizing the Town Manager to Sign a Memorandum of Agreement with North Thompsonville Fire Department.
- P. **Discussion/Resolution:** Resolution Referring the Proposed Redevelopment of Land Located at 117 Post Office Road to the Planning and Zoning Commission.
- Q. **Discussion/Resolution:** Resolution Amending the Enfield Town Council and Enfield Board of Education Use of School and Town Facilities Policy.

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**

OFFICE OF THE TOWN MANAGER

Date: August 2, 2021
To: Michael Ludwick, Mayor
From: Christopher Bromson, Town Manager
Re: PUBLIC HEARING GROUND RULES-

1. Roll Call.
2. READ BY MAYOR: The following Notice of Public Hearing was published in the Hartford Courant, Tuesday, Tuesday July 20, 2021.

TOWN OF ENFIELD
LEGAL NOTICE

The Enfield Town Council does hereby schedule a PUBLIC HEARING to be held on August 2, 2021 at 6:15 p.m. in the Enfield Town Hall Council Chambers, 820 Enfield Street, Enfield, Connecticut in order to allow interested citizens an opportunity to express their opinions regarding the proposed amendments to the **ENFIELD TOWN CODE CHAPTER 70 SECTIONS 70-1 THROUGH 70-38 INCLUSIVE, SOLID WASTE AND RECYCLING ORDINANCE.**

Copies of the proposed ordinance can be obtained in the office of the Town Clerk or viewed at www.enfield-ct.gov.

Dated this 16th day of July, 2021.
Sheila M. Bailey, Town Clerk

3. Announce Ground Rules for Public Hearing:
 - a. There is no time limit, but I ask that each person not take up too much time, so that everyone will have an opportunity to speak.
 - b. After each person, who desires, has had one chance to speak, I shall permit those individuals who desire a second chance.
 - c. After those individuals who desire to speak a second time, I shall permit those individuals who desire a third, fourth, etc., time.
 - d. Please refrain from personalities.

PUBLIC NOTICES

NOTICE TO CREDITORS

ESTATE OF Jane M. McEvily (21-00128)

The Hon. Barbara Gardner Riordan, Judge of the Court of Probate, District of Tolland, Mansfield Probate Court, by decree dated June 14, 2021, ordered that all claims must be presented to the fiduciary at the address below. Failure to promptly present any such claim may result in the loss of rights to recover on such claim.

Patrice Maycock-Lusa, Clerk

The fiduciary is:
Melissa McEvily Schoepflein
c/o SHARON HOLLAND PURTILL, MCCLARY, DEUTSCH, MULVANEY & CARPENTER, ONE STATE STREET, 14TH FLOOR, HARTFORD, CT 06103
7/20/21 6997230

NOTICE TO CREDITORS

ESTATE OF Irene F. Gay (21-00215)

The Hon. Barbara Gardner Riordan, Judge of the Court of Probate, District of Tolland, Mansfield Probate Court, by decree dated July 14, 2021, ordered that all claims must be presented to the fiduciary at the address below. Failure to promptly present any such claim may result in the loss of rights to recover on such claim.

Arnaldo F. Rivera, Chief Clerk

The fiduciary is:
Joseph F. Gay, 63 Root Road, Somers, CT 06071
7/20/2021 6996773

NOTICE TO CREDITORS

ESTATE OF Claire K. Shea, AKA Claire Kelley Shea, AKA Claire Elizabeth Shea (21-0384)

The Hon. Michael M. Darry, Judge of the Court of Probate, District of Greater Manchester Probate Court, by decree dated July 14, 2021, ordered that all claims must be presented to the fiduciary at the address below. Failure to promptly present any such claim may result in the loss of rights to recover on such claim.

Verna V. Puccio, Assistant Clerk

The fiduciary is:
Margaret S. Aloia
227 Belle Woods Drive, Glastonbury, CT 06033
7/20/2021 6996455

Bolton Planning & Zoning Commission Legal Notice

The Bolton Planning & Zoning Commission, at its July 14, 2021 regular meeting, approved extension of time to August 16, 2021 to file plans with Town Clerk for Happy Town LLC's appl. #PL-20-13 for 1225 Boston Tpke in accordance with Sec. 16B.5.b of the Bolton Zoning Regulations.

Dated at Bolton, CT, this 15th day of July, 2021.
Adam Teller
P&Z Chairman
07/20/21 6997642

NOTICE TO CREDITORS

ESTATE OF CATHERINE W. ROSENBERG (late of Marlborough, AKA CATHERINE ROSENBERG (21-00196))

The Hon. Jennifer L. Berkenstock, Judge of the Court of Probate, District of Region #14 Probate Court, by decree dated July 13, 2021, ordered that all claims must be presented to the fiduciary at the address below. Failure to promptly present any such claim may result in the loss of rights to recover on such claim.

Debra C. Danie's, Chief Clerk

The fiduciary is:
Martha Laffan
c/o KENNETH WALLIS BARBER, KENNETH BARBER AND ASSOCIATES, LLC, 20 WEST HIGH STREET, PO BOX 85, EAST HAMPTON, CT 06424
7/20/21 6997216

NOTICE OF REFERENDUM - TOWN OF BOLTON

Pursuant to Section 8.5(3) of the Bolton Town Charter, electors and others qualified to vote at referendum in the Town of Bolton are hereby warned of a referendum to be held in the offices of the Town of Bolton at the Parish Center at St. Maurice Church, 32 Hebron Road, Bolton, CT, on Tuesday, July 27, 2021 from 8 AM to 8 PM. The purpose of this referendum is to vote yes or no on the following question:
"SHALL THE ANNUAL BUDGET FOR THE TOWN OF BOLTON BE ADJUSTED FOR THE FISCAL YEAR 2022 AS RECOMMENDED BY THE BOARD OF FINANCE IN THE AMOUNT OF \$22,628,494 BE ADOPTED?"
Voting machines will be used. Absentee ballots are available in the Town Clerk's office.

Elizabeth C. Waters
Town Clerk of Bolton
7/20/2021 6996903

NOTICE TO CREDITORS

ESTATE OF Lorraine L. Coolick, late of Windham (21-00324)

The Hon. John J. McGrath, Jr., Judge of the Court of Probate, District of Windham - Colchester Probate Court, by decree dated July 14, 2021, ordered that all claims must be presented to the fiduciary at the address below. Failure to promptly present any such claim may result in the loss of rights to recover on such claim.

Kimberly C. Smith, Clerk

The fiduciary is:
Lor Ann Robbins
c/o ROBERT M. FITZGERALD OFFICES
R. FITZGERALD, 22 NORTH STREET, WILLIMANTIC, CT 06226
7/20/2021 6998187

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Copies of the proposed ordinance can be obtained in the office of the Town Clerk or viewed at www.enfield-ct.gov.

Dated this 16th day of July, 2021.
Sheila M. Bailey, Town Clerk
7/20/2021 6998472

NOTICE TO CREDITORS

ESTATE OF Dale Gladys Karpuska (21-00203)

The Hon. Barbara Gardner Riordan, Judge of the Court of Probate, District of Tolland, Mansfield Probate Court, by decree dated July 12, 2021, ordered that all claims must be presented to the fiduciary at the address below. Failure to promptly present any such claim may result in the loss of rights to recover on such claim.

Arnaldo F. Rivera, Chief Clerk

The fiduciary is:
Henry C. Weatherly, 693 Bloomfield Ave., Suite 200, Bloomfield, CT 06002
7/20/21 6998286

TOWN OF ENFIELD LEGAL NOTICE

The Enfield Town Council will hold a PUBLIC HEARING in the Enfield Town Hall Council Chambers, 820 Enfield Street, Enfield, Connecticut on Monday, August 2, 2021 at 6:45 p.m. to allow interested citizens an opportunity to express their opinions regarding the PROPOSED AMENDMENT TO THE BULKY WASTE TRANSFER STATION FEES.

Copies of the proposed amendment to the fees can be obtained in the office of the Town Clerk or viewed at www.enfield-ct.gov.

Dated this 16th day of July, 2021
Sheila M. Bailey, Town Clerk
7/20/2021 6998481

Property
of the
Week

FRIDAYS IN
CT HOME
& Real Estate

Starfish Court

Challenge
Yourself with
Sudoku
EVERY DAY IN

OFFICE OF THE TOWN MANAGER

Date: August 2, 2021
To: Michael Ludwick, Mayor
From: Christopher Bromson, Town Manager
Re: PUBLIC HEARING GROUND RULES-

1. Roll Call.
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Raice Maycock-Lusa, Clerk

The fiduciary is:
Melissa McEvily Schoepfle
c/o SHARON HOLLAND PURTILL, MCCLROY, DEUTSCH, MULVANEY & CARPENTER, ONE STATE STREET, 14TH FLOOR, HARTFORD, CT 06103
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The fiduciary is:
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7/20/2021 6996773

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Martha Laffin
c/o KENNETH WALLIS BARBER, KENNETH BARBER AND ASSOCIATES, LLC, 20 WEST HIGH STREET, PO BOX 85, EAST HAMPTON, CT 06424
7/20/21 6997216

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c/o ROBERT M. FITZGERALD OFFICES
R. FITZGERALD, 22 NORTH STREET, WILLIAMSTON, CT 06226
7/20/2021 6998157

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Copies of the proposed ordinance can be obtained in the office of the Town Clerk or viewed at www.enfield-ct.gov.

Dated this 16th day of July, 2021.
Sheila M. Bailey, Town Clerk
7/20/2021 6998472

NOTICE TO CREDITORS

ESTATE OF Dale Gladys Karpuska (21-00203)

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The fiduciary is:
Henry C. Weatherly, 693 Bloomfield Ave., Suite 200, Bloomfield, CT 06002
7/20/21 6998286

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Dated this 16th day of July, 2021
Sheila M. Bailey, Town Clerk
7/20/2021 6998481

Property
of the
Week

FRIDAYS IN
CTHOME
& Real Estate

Hartford Courant

Challenge
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EVERY DAY IN

**ENFIELD TOWN COUNCIL
MINUTES OF A SPECIAL MEETING
TUESDAY, JULY 6, 2021**

A Special Meeting of the Enfield Town Council was called to order by Chairman Ludwick on Tuesday, July 6, 2021. The meeting was called to order at 5:30 p.m.

ROLL-CALL – Present were Councilors Bosco, Cekala, Cressotti, Hemmeler, Ludwick, Mangini, Muller, Riley, Sferrazza, and Szewczak. Councilor Unghire was absent. Also present were Assistant Town Manager, Kasia Purciello; Town Clerk, Sheila Bailey

MOTION #5852 by Councilor Mangini seconded by Councilor Cressotti to go into Executive Session to discuss Real Estate Negotiations.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #5852** adopted 10-0-0.

EXECUTIVE SESSION

The Executive Session of the Enfield Town Council was called to order by Chairman Ludwick at 5:31 p.m.

ROLL-CALL - Present were Councilors Bosco, Cekala, Cressotti, Hemmeler, Ludwick, Mangini, Muller, Riley, Sferrazza, and Szewczak. Also present were Assistant Town Manager, Kasia Purciello; Town Clerk, Sheila Bailey

Chairman Ludwick reconvened the Special Meeting at 5:43 p.m. and stated during Executive Session the Council discussed Real Estate Negotiations with no action or votes being taken.

MOTION #5853 by Councilor Mangini, seconded by Councilor Riley to adjourn the Executive Session.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #5853** adopted 10-0-0, and Executive Session stood adjourned at 5:44 p.m.

Respectfully submitted,

Sheila M. Bailey
Town Clerk
Clerk of the Council

Jeannette Lamontagne
Secretary to the Council

**ENFIELD TOWN COUNCIL
MINUTES OF A REGULAR MEETING
TUESDAY, JULY 6, 2021**

A Regular Meeting of the Enfield Town Council was called to order by Chairman Ludwick on Tuesday, July 6, 2021. The meeting was called to order at 7:00 p.m.

PRAYER – The prayer was given by Councilor Cressotti.

PLEDGE OF ALLEGIANCE – The Pledge of Allegiance was recited.

ROLL-CALL – Present were Councilors Bosco, Cekala, Cressotti, Hemmeler, Ludwick, Mangini, Muller, Riley, Sferrazza, Szewczak and Unghire. Councilor Unghire attended remotely. Also present were Town Manager, Christopher Bromson; Assistant Town Manager, Kasia Purciello; Town Clerk, Sheila Bailey;

FIRE EVACUATION ANNOUNCEMENT

Chairman Ludwick made the fire evacuation announcement.

MINUTES OF PRECEDING MEETINGS

MOTION #5854 by Councilor Muller, seconded by Councilor Mangini to accept the minutes of the June 21, 2021 Special Meeting.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #5854** adopted 11-0-0.

MOTION #5855 by Councilor Szewczak, seconded by Councilor Riley to accept the minutes of the June 21, 2021 Regular Meeting.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #5855** adopted 11-0-0.

SPECIAL GUESTS

There were no special guests this evening.

PUBLIC COMMUNICATIONS & PETITIONS

Peter Jonaitis, 3 Farmstead Circle

Stated firework displays have gotten out of hand with people having total disregard for their neighbors. He requested the Council consider setting up some parameters as to how late firework parties are allowed to go on and how late fireworks can be set off. He noted these displays

should not be set off in densely populated neighborhoods. He noted there are plenty of open spaces where people can gather, have parties, and set off fireworks. He stated if there is an ordinance in place to enforce this, then such an ordinance should be enforced.

Mr. Jonaitis suggested the Board of Education and Town Council get together this summer and review the Social Studies curriculum to make sure critical race theory is not going to be part of Enfield's curriculum.

Jack Sheridan, 7 Buchanan Road

Agreed with Mr. Jonaitis concerning critical race theory. He added the School Board should be advised that people in Enfield do not want anything to do with critical race theory.

COUNCILOR COMMUNICATIONS & PETITIONS

Councilor Mangini commended and thanked the Enfield Fourth of July Committee for the parade and fireworks display. She noted the volunteers of this Committee start their work the end of December or beginning of January to organize, coordinate, solicit and secure funding for this event. She thanked all the volunteers because this event is a big undertaking, and they work very hard.

Councilor Mangini questioned when they will be back on the dais because they feel like they are in left field and it is wrong. She stated at the end of July, the law says those that are vaccinated and not vaccinated can co-mingle. She questioned if they could get a ruling from the Governor or Town staff as to when this can happen.

Councilor Mangini referred to 122 Windsor Street and the blight question that arose, and she stated her understanding the Town sent out a letter on June 22nd, and the parties had 10 days to respond. She questioned the status on this.

She noted the Enfield Dog Park contacted her and Mayor Ludwick, and the search is on for a new dog mayor in Enfield, and the candidates are Rocky, Lacy, Bella and Honey. She stated they have the opportunity to meet the mayor on July 17th at the Enfield Dog Park from 10:00 a.m. to 2:00 p.m. She noted the Enfield Dog Park is looking for funds to help offset costs.

Councilor Mangini requested a report on Lynch Terrace and the flooding issue.

She stated she is not familiar with the critical race curriculum, but the Council and Board of Education do not get together and set curriculum because that is the responsibility of the Board of Education. She noted she does support working together as a team and a community to unify people and not to divide people. She stated she is not familiar with this issue, but she will speak in favor of whatever programs that they have to offer students to help educate them in the world of welcoming others. She stated their goal should be working toward being unified.

Councilor Muller thanked all the residents and sponsors that came out for the fireworks and the parade.

Councilor Hemmeler stated New Day Church is having a prayer service on the Town Green at the gazebo the second Saturday of every month at 10:00 a.m. She noted everyone is welcome.

She stated the Opera House Players are producing shows again. She noted Shrek, The Musical, will be a great event for families, and that play is scheduled for August 20th, 21st, and 22nd, and this production will be at The Annex.

Councilor Hemmeler stated the parade and fireworks were great events.

MOTION #5856 by Councilor Szewczak, seconded by Councilor Riley to suspend the rules to address under Miscellaneous Item 14 A-1 through A-3, C, F, G, H, I and J.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #5856** adopted 11-0-0.

Councilor Szewczak stated there is a new book out on the history of the powder mills, and it is entitled, "Hazard Powder", and it is written by a current Enfield resident.

She stated people must put what happens in history in the context of when it happened. She noted they cannot dilute it, change it, or turn it into something else. She noted people need to fully understand it, and they need to embrace it. She noted she has been receiving a number of emails on the critical race theory. She stated things happened, which are not proper by today's standards, but they happened, and they must accept them, and they must be a better society for what they see and for what has happened.

Councilor Szewczak stated they had a lot of comment, questions and concerns raised on the referendums. She questioned if there is a place where other questions can be submitted, and they can get answers, so that they have proper information. She noted sometimes they end up with speculation and misinformation. She stated people need to fully understand things.

Councilor Cressotti referred to Mr. Jonaitis and stated there is a Board of Education meeting on Tuesday of next week, and that would be a good time for Mr. Jonaitis to bring up the topic of critical race curriculum. He noted the Town Council and Board of Education do communicate, but the Council does not communicate regarding curriculum. He stated his belief there is a curriculum committee that would address that.

Councilor Cressotti referred to the issue of an ordinance regarding fireworks that was raised by Mr. Jonaitis. He stated if there is an ordinance, the Town needs to start strictly enforcing it by immediately giving a fine. He noted this is something that the Council really needs to look at. He acknowledged fireworks are going off for at least a week before the Fourth of July. He agreed some neighbors do not have any regard for one another, and it is quite annoying.

Councilor Sferrazza stated there is no Town ordinance regarding fireworks. He noted contrary to what people believe, the fireworks being seen around town are illegal. He stated the State of Connecticut says it is illegal to possess and illegal to display these fireworks, and people flaunt that law all the time. He noted what is legal are the sparklers and some of the ground displays are

okay, but all the aerial displays are against state law. He noted when he worked in the Police Department, there were so many firework calls that there were not enough police to get to all of them because they were busy answering calls for domestic violence, break-ins, etc.

Councilor Riley thanked the Board of Education and Superintendent, Chris Drezek, for having summer school, which started today. She noted summer school is optional and not mandated. She noted her two children attended today, and they had a great day.

Chairman Ludwick stated his understanding that regardless of whether the Legislature extends the Governor's executive powers, the Town does not have to wait to declare a non-emergency.

Mr. Bromson stated that is a question for the Town Attorney.

TOWN MANAGER REPORT & COMMUNICATIONS

Mr. Bromson referred to the blight issue on Windsor Street. He noted that is an enforcement issue, and they do not comment on those.

As concerns Lynch Terrace, a memorandum was furnished today outlining the situation. He noted that area is prone to flooding.

Mr. Bromson stated questions concerning the referendums can be forwarded to Town staff. He noted the presentations are on the Town's website. He noted the August community conversation will be a good time to review questions.

He noted they can forward the concerns about fireworks to the Chief of Police, and he can respond in writing.

TOWN ATTORNEY REPORT & COMMUNICATIONS

There was no report this evening.

REPORT OF SPECIAL COMMITTEES OF THE COUNCIL

There were no reports this evening.

OLD BUSINESS

Item 12A remained tabled.

NEW BUSINESS

All items remained on the agenda.

ITEMS FOR DISCUSSION

All items have been moved to Miscellaneous.

MISCELLANEOUS

MOTION #5857 by Councilor Muller, seconded by Councilor Riley to approve the Consent Agenda.

- Copies of 3 Resolutions Appended -

Mr. Bromson commended Nelson Tereso for successfully getting grants through DECD.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #5857** adopted 11-0-0.

NOMINATION #5858 by Councilor Szewczak to appoint Jean Acree (R) to the Enfield Board of Education for a term which expires 11/16/2021.

MOTION #5859 by Councilor Szewczak, seconded by Councilor Sferrazza to close nominations.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #5859** adopted 11-0-0.

Upon a **ROLL-CALL** vote being taken, the Chair declared Jean Acree appointed to the Enfield Board of Education by an 11-0-0 vote.

RESOLUTION #5860 by Councilor Mangini, seconded by Councilor Muller.

RESOLVED, that in accordance with Chapter VII, Section II of the Town Charter, the Enfield Town Council does hereby adopt the "Water Pollution Control Plumber" job description.

Mr. Bromson stated this was a recommendation in the Novak Report to keep the Water Pollution Control plant running in a very efficient manner. He noted Superintendent, Todd Matthewson, also made this recommendation, and this is fully budgeted.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #5860** adopted 11-0-0.

RESOLUTION #5861 by Councilor Szewczak, seconded by Councilor Riley.

WHEREAS, there is a freight rail line (rail line) running from the East Windsor/Enfield town line through the eastern portion of Enfield to the Massachusetts state line in East Longmeadow; and

WHEREAS, a walking trail would contribute to the health, well-being, and enjoyment of Enfield residents by allowing direct access to outdoor activities and exercise.

NOW, THEREFORE, BE IT RESOLVED, that the Enfield Town Council expresses its support for a walking trail alongside the rail line for the benefit and enjoyment of the Enfield community.

THEREFORE, BE IT RESOLVED, that the Town Manager is authorized to submit an application to the Connecticut Department of Transportation to develop a walking trail within the railroad right-of-way for the benefit and enjoyment of the Enfield community.

Mr. Bromson stated this is a good start to start some dialog about the real feasibility of doing a trail alongside the freight line. He noted if they can live together simultaneously, that 's wonderful, but if the freight line doesn't materialize, Enfield will be in a much better position to start moving forward on the trail itself.

Councilor Mangini questioned at what point they will get a cost analysis on the actual trail itself. She noted she is also very concerned about public safety.

Mr. Bromson stated this is the preliminary stage, which will generate some dialog. He noted going forward they can get more details and information. He stated staff will keep the Council posted.

Chairman Ludwick stated the dialog will help understand what the costs will be and whether the State must spend money on the bridge. He noted taxpayers should also understand how much it will cost to fix the rail.

Councilor Szewczak stated there was a lot of activity on the rail in the spring, and now that work has totally stopped. She stated as they keep this conversation going, it may be better understood what is actually going on in this area, and they can better explain to residents about what is happening.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #5861** adopted 11-0-0.

RESOLUTION #5862 by Councilor Muller, seconded by Councilor Riley.

WHEREAS, Governor Lamont has signed Bill No. 1201, *Responsible and Equitable Regulation of Adult-Use Act (RERACA)*, legalizing the recreational use of cannabis and establishments therefore; and

WHEREAS, Municipalities may, by ordinance, prohibit cannabis establishments, as defined in Sections 148(b) and 1(4) of RERACA; and

WHEREAS, the Council wishes to enact such an ordinance; and

WHEREAS, the Council wishes to seek input on the proposed ordinance;

NOW, THEREFORE, BE IT RESOLVED, that the Enfield Town Council hereby schedules a public hearing regarding the proposed ordinance Prohibiting Cannabis Establishments to be held

on September 7, 2021 at 6:30 p.m. in the Enfield Town Hall, Council Chambers, 820 Enfield Street, Enfield, Connecticut in order to receive public comment.

Councilor Mangini stated her belief a public hearing is extremely important. She stated she is not sure she supports or does not support cannabis establishments. She questioned if that precludes her position by supporting the actual public hearing. Chairman Ludwick stated the resolution is specifically for the public hearing.

Councilor Hemmeler stated she is against selling recreational marijuana in Enfield. She noted on the surface it looks like a lot of money on the table, but she believes the cost will outweigh any tax revenue. She stated they all need to ask themselves if they want Enfield to remain a community focused on education and a great place to raise a family, or do they want Enfield to become a destination to buy marijuana. She stated she wants to invest in families.

Councilor Cekala stated regardless of how she feels about whether or not to have an establishment, she is supporting the need and the desire for a public hearing. She noted before the public hearing, she would like some data from surrounding towns, Massachusetts, and surrounding states on what they have seen as benefits versus what they have seen as cons, whether its increased traffic, crime, or whether its decreased crime, or whether its increased or decreased property values, what the revenue is to the town, and how many establishments do they really think will come to Enfield. She noted it has been legal up the road for quite some time, and she does not know that Enfield is necessarily going to get an influx. She stated she is not quite sure where she stands on this issue at this time, and that is why she wants to hear the public, and she wants to see some information, and she would like that information prior to this public hearing, so people can also see it. She stated her belief there will be a lot of hoops that these establishments will have to jump through in order to even be allowed to open. She stated she would like a layman's presentation on this to show the pros and cons.

Councilor Cressotti stated he is not going to say whether he is for or against, but when he is looking at the actual writing of this ordinance, who is the one who wrote this proposed ordinance. He noted the word "prohibition" is a powerful term. He stated he would like some statistics and possibly meet together in a special meeting and iron out a different writing of this ordinance. He stated he does not want to give the wrong impression to businesses wanting to come to Enfield in terms of whether it is a dispensary facility leading to jobs, or cultivators or farms or any of this type of activity. He noted he does not want Enfield to be impaired financially due to this. He stated surrounding towns will be benefiting. He stated it is a 120-page bill they are reacting to. He noted he is glad they are having a public hearing because he definitely wants to hear everyone's views on this. He noted he has heard some pros and cons from people regarding this topic.

Chairman Ludwick stated this ordinance came from the Town Attorney's office. He noted having the public hearing on September 7th provides time for everyone to read the bill. He stated this is also a public policy and it impacts the police as well. He noted there are a lot of things in that bill that effect the way they do business in Enfield. He encourages the public to read this bill as well, so they are informed. He stated his opinion this is not a good public policy bill.

Mr. Bromson stated he is not comfortable with staff doing a presentation on this topic. He noted there is a plethora of information on the internet for people to review. He stated they will just pass onto the Council the information that the State sends.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #5862** adopted 11-0-0.

RESOLUTION #5863 by Councilor Muller, seconded by Councilor Mangini.

WHEREAS, the Town of Enfield budget includes revenues from increased fees for Curbside Bulky Waste pick-up and the Transfer Station; and

WHEREAS, the schedule of fees for curbside bulky waste and transfer station has not been amended since July of 2009; and

WHEREAS, Council wishes to seek input on this increase from the residents,

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, August 2, 2021 at 6:45 p.m. to allow interested citizens an opportunity to express their opinions regarding the Proposed Amendment to the "Bulky Waste Transfer Station-Fees" (Attachment A).

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #5863** adopted 11-0-0.

RESOLUTION #5864 by Councilor Muller, seconded by Councilor Szewczak.

WHEREAS, the proposed amendments to Enfield Town Code, Chapter 30 are to enact a revised Solid Waste and Recycling Ordinance which will provide for the safe, convenient, and sanitary disposal of solid waste generated within the Town, increase the incidence of recycling, and reduce the expenditure of public resources for collection and disposal costs; and

WHEREAS, the Town Council wishes to seek input on the proposed amendment,

NOW, THEREFORE, BE IT RESOLVED, that the Enfield Town Council does hereby schedule a public hearing to be held on August 2, 2021 at 6:30 p.m. in the Enfield Town Hall Council Chambers, 820 Enfield Street, Enfield, Connecticut in order to allow interested citizens an opportunity to express their opinions regarding the proposed amendments to the Solid Waste and Recycling Ordinance.

Councilor Bosco urged everyone to read this ordinance, and if they wish to comment about it, they should come to the public hearing. He noted this is something completely different than what was done in the past. He stated the price to dispose of trash is very expensive.

Councilor Cekala requested a red-line version of this ordinance, so the differences can be seen.

Chairman Ludwick questioned if this can be available on the Town's website, and Mr. Bromson indicated that can be done.

AMENDMENT #1 by Chairman Ludwick, seconded by Councilor Hemmeler to change the start of the public hearing from 6:30 to 6:15 p.m.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **AMENDMENT #1** adopted 11-0-0.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #5864** adopted 11-0-0, as amended.

PUBLIC COMMUNICATIONS

There were no comments from the public.

COUNCILOR COMMUNICATIONS

There were no comments from the Council.

ADJOURNMENT

MOTION #5865 by Councilor Muller, seconded by Councilor Mangini to adjourn.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #5865** adopted 11-0-0, and the meeting stood adjourned at 8:00 p.m.

Respectfully submitted,

Sheila M. Bailey
Town Clerk
Clerk of the Council

Jeannette Lamontagne
Secretary to the Council

**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: Family Resource Center

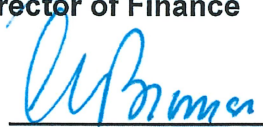
Salaries	22048854 511000	\$2,500
Social Security	22048854 522000	\$156
Medicare	22048854 522100	\$37
Other Professional Services	22048854 533900	\$323
Postage	22048854 553500	\$500
Travel	22048854 558000	\$500
Instructional Supplies	22048854 561100	\$984
Other Supplies/Materials	22048854 561900	\$2,000

FROM: Family Resource Center CT FRC Network-Enfield Hub

OEC FRC HUB	22048854 413699	\$7,000
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CERTIFICATION: I hereby certify that the above-stated funds are available as of July 6, 2021


John Wilcox, Director of Finance

APPROVED BY:  Town Manager

Date: 6/30/21

ENFIELD TOWN COUNCIL

RESOLUTION NO. _____

**Resolution Authorizing the Town Manager to Sign the
Assistance Agreement with the State of Connecticut Acting by the
Department of Economic & Community Development for the Strand Project**

WHEREAS, the Town submitted to the State of Connecticut acting by the Department of Economic & Community Development a Round 13 Brownfield Municipal Grant Application for a non-matching grant-in-aid in connection with the Assistance Agreement for a project entitled the Strand Environmental Investigation Project (Project) to perform the necessary environmental investigations; and

WHEREAS, on June 24, 2021 the Town was awarded a grant-in-aid in an amount not to exceed \$47,000 for the Project; and

WHEREAS, the Town and State of Connecticut acting by the Department of Economic & Community Development will enter into the Assistance Agreement pursuant to Connecticut General Statutes §32-763 whereby the State agrees to provide financial assistance to the Town for the Project in the form of a Round 13 Municipal Brownfield Assessment Grant in an amount not to exceed \$47,000.

NOW THEREFORE, BE IT RESOLVED, that the Enfield Town Council authorizes the Town Manager to sign the Assistance Agreement with the State of Connecticut acting by the Department of Economic & Community Development and to execute such other documents as may be required.

Prepared by: Nelson Tereso,
Deputy Director of Economic & Community Development

Date Prepared: June 25, 2021

ENFIELD TOWN COUNCIL

RESOLUTION NO. _____

**Resolution Authorizing the Town Manager to
Sign the Assistance Agreement with the State of Connecticut
Acting by the Department of Economic & Community Development for
the Levitz Property Project**

WHEREAS, the Town has submitted to the State of Connecticut acting by the Department of Economic & Community Development a Round 13 Brownfield Municipal Grant Application for a non-matching grant-in-aid in connection with this Assistance Agreement for a project entitled North River Street Levitz Property Environmental Assessment Project (Project) to perform the necessary environmental investigations; and

WHEREAS, on June 24, 2021 the Town was awarded a grant-in-aid in an amount not to exceed \$175,000 for the Project; and

WHEREAS, the Town and State of Connecticut acting by the Department of Economic & Community Development will enter into the Assistance Agreement pursuant to Connecticut General Statutes §32-763 whereby the State agrees to provide financial assistance to the Town for the Project in the form of a Round 13 Municipal Brownfield Assessment Grant in an amount not to exceed \$175,000.

NOW THEREFORE, BE IT RESOLVED, that the Enfield Town Council authorizes the Town Manager to sign the Assistance Agreement with the State of Connecticut acting by the Department of Economic & Community Development and to execute such other documents as may be required.

Prepared by: Nelson Tereso,
Deputy Director of Economic & Community Development

Date Prepared: June 25, 2021

TOWN OF ENFIELD JOB DESCRIPTION

DEPARTMENT OF PUBLIC WORKS WATER POLLUTION CONTROL

WATER POLLUTION CONTROL - PLUMBER

GENERAL STATEMENT OF DUTIES: Responsible for the layout fabrication, assembling, installation and maintenance of piping and piping systems, fixtures and equipment for steam, hot/cold water, heating, cooling, lubricating, drainage, sprinkling and processing.

SUPERVISION RECEIVED: Works under the general supervision of the Superintendent of Water Pollution Control and Lead Attendant II Shift Operator or his/her designee.

SUPERVISION EXERCISED: Directs operators assigned to assist with plumbing work.

ESSENTIAL JOB FUNCTIONS: Regular & punctual attendance; identify, analyze, diagnose and repair plumbing and sprinkler systems, as needed, with the use of a variety of hand-tools, blueprints, line diagrams or engineering specifications in a safe, effective manner; perform preventive maintenance, replacement and modification as needed; keep and maintain service records; inspect equipment for signs of wear; determine and select parts needed for repair according to job specifications and Building, Fire and Health Codes, and order in a timely fashion; inspects work site, plans sequence of installation, cuts, threads, joins and bends pipe; assembles, installs and maintains a variety of metal and non-metal pipes, fittings, valves, pumps, meters and control systems; understand and practice safety and good judgment at all times; make systems recommendations to Supervisors for outside services.

OTHER JOB FUNCTIONS: Performs related work as required. Will perform other duties that do not require State Wastewater Operator License.

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 regularly required to reach with hands and arms. The employee is frequently required to stand; walk; and use hands to finger, handle, feel or operate objects, tools or controls. The employee is frequently required to bend, lift, sit, climb or balance; stoop, kneel, crouch, or crawl; and talk or hear.

The employee must frequently lift and/or move up to 50 pounds and occasionally, lift and/or move more than 100 pounds. Specific vision abilities required by this job include close vision 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 individual with disabilities to perform the essential functions of the job.

While performing the duties of this job, the employee occasionally works near moving mechanical parts. The employee occasionally works in high, precarious places and is exposed to wet and/or humid conditions, fumes or airborne particles, and toxic chemicals. The employee is occasionally exposed to risk of electrical shock.

The noise level in the work environment is usually moderate to loud.

MINIMUM QUALIFICATIONS:

KNOWLEDGE, SKILL AND ABILITY: Considerable knowledge of the materials, methods, tools and equipment involved in the plumbing and steam fitting trades; knowledge of building codes; knowledge of maintenance and repair of sprinkler systems; basic knowledge of the operation of institutional steam boilers and heating

systems; interpersonal skills; oral communication skills; ability to plan, layout and schedule maintenance assignments; ability to maintain records and prepares reports; ability to read blueprints; ability to respond to and handle emergencies on an overtime basis.

EXPERIENCE AND TRAINING: High School diploma or GED. Must hold current State of Connecticut P-2 Journeyman license. Must have at least five (5) years of general experience within the field. Graduation from a vocational or technical school in the trade may be substituted for two (2) years of the general experience. Any equivalent combination of education and experience which provides the required knowledge, skills and abilities. Must have a current valid motor vehicle operator's license. Must pass criminal background check and physical.

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: **Pending**

ATTACHMENT A

Town of Enfield
Bulky Waste Transfer Station – Fees

Residential Fees – Effective September 1, 2021

Annual Residential Permit.....	\$5 \$20.00 per vehicle
Annual Residential Trailer Permit	\$5
Annual Commercial Business with Primary Address in Enfield Permit	\$20.00 per vehicle
Disposal Rate (bulky non-yard waste)....	\$0.07 \$0.10 per pound of material
Disposal Rate (yard waste)	\$0.00 per pound of material
Accepted Yard Waste: Leaves, brush, grass, tree debris (no longer than 6 feet in length and 12 inches in diameter), NO STUMPS. Leaves are to be placed in Brown Kraft bags or in loose form only. No Plastic Bags	
Disposal Rate (metal)	\$0.00 per pound of material
Metal must be weighed separately	
Disposal of Refrigeration Units	\$20 each unit
Curbside Residential Bulky.....	\$150 each collection Each Truck Load

~~Commercial and Non-resident Fees – Effective July 15, 2008~~

Annual Commercial* and Non-resident Vehicle Permit.....	\$120.00
Annual Commercial Trailer** Permit	\$120.00
Disposal Rate (all allowable materials)	\$0.12 per pound of material
*Out of Town Commercial One Day Vehicle Permit	\$20.00 \$25.00 per vehicle
*Out of Town Contractor must provide building permit for building material or yard waste form	

* ~~Commercial Vehicle shall be defined as any commercially registered vehicle or any vehicle rated over 10,000 lbs. GVW.~~

** ~~Commercial Trailer shall be defined as any trailer in tow of a defined commercial vehicle.~~

Additions **Bold RED**

Deletions **[Strikethrough]**

SOLID WASTE AND RECYCLING ORDINANCE

I. Declaration of Policy

A. The Town of Enfield is authorized by Conn. Gen. Stat. §§ 7-148(c)(4)(H), 22a-220 and 22a-220a to license refuse collectors, regulate and make provisions for the safe and sanitary disposal of all acceptable solid waste, as defined herein, generated within its boundaries and to collect a fee for that service.

B. The Town Council has determined that the public health, safety, and welfare of the citizens of the Town will be best served by the adoption of this ordinance.

C. This chapter is also adopted pursuant to Conn. Gen. Stat. §7-148(c)(7)(H)(xv) and is considered a blight ordinance.

II. Definitions

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

Bulky waste means waste resulting directly from demolition activities other than clean fill and includes wood (tied and bundled, no longer than six feet in length); furniture, metal, and appliances (excluding: refrigerators, air conditioners, dehumidifiers, and all electronics); carpets and linoleum; mattresses and box springs.

Collector means any person, firm, or corporation that is engaged in the business of regularly collecting solid waste from residential, business, commercial or other establishments. Collector does not include: (1) Any person who transports solid waste that is incidentally generated during professional or commercial activities unrelated to the collection of solid waste, such as residential property repairs, provided such solid waste is self-generated by such person's professional or commercial activities and such solid waste is transported to an authorized recycling facility, a permitted recycling facility, or a permitted solid waste facility, and (2) any person who transports used materials for the purpose of delivering such materials to a charitable organization that distributes reused household items or to a retail facility that sells reused household items.

Common gathering venue means any area or building located in the Town or portion thereof, that is open to the public, including but not limited to, any (1) building that provides facilities or shelter for public assembly; (2) inn, hotel, motel, sports arena, supermarket, transportation terminal, retail store, restaurant or other commercial establishment that provides services or retails merchandise; or (3) museum, hospital, auditorium, movie theater or university building.

Condominium unit, a single-family residential unit that is part of a condominium or planned residential development.

Curbside placement means a location on the roadway pavement against the curb; on roadway pavement adjacent to the edge the grass; or against a snowbank during the winter months; or in a location designated by the Director based on safety or collection efficiency. The tipper barrel must be oriented as indicated by manufacture's marking on the tipper barrel with no obstruction within three feet in any direction.

Customer means a resident or commercial entity and any other establishment or institution, including without limitation any landlord, and any association or company managing a condominium.

DEEP means the Department of Energy and Environmental Protection or its successor agency.

Director means the Director of Public Works of the Town or his or her designated agent.

Disposal charge means the amount to be charged for each ton of solid waste delivered to the SWF as established by the procedures authorized in the municipal service agreement.

DPW means the Department of Public Works of the Town.

Fine means monetary penalty for violations of this ordinance.

Fixed site container means an enclosed container for refuse generated by commercial establishments or residential complexes with greater than six units, with a capacity of either four, six, or eight cubic yards, with an attached lid that allows for a 270-degree swing to the rear of the container, of a design for automated transfer of the refuse from the container into the refuse collection vehicle.

Generator means any person or entity that creates solid waste or recyclables.

Hazardous waste means any waste material which may pose a present or potential hazard to human health or the environment when improperly disposed of, treated, stored, transported, or otherwise managed, including:

1. hazardous waste identified in accordance with Section 3001 of the Federal Resource Conservation and Recovery Act of 1976 (42 USC 6901 et seq.);
2. hazardous waste identified by DEEP regulations;
3. polychlorinated biphenyls (PCBs) in concentrations greater than 50 parts per million, but does not mean byproduct material, source material or special nuclear material, as defined in Conn. Gen. Stat. § 22a-151; and
4. tires.

Materials Recycling Facility (MRF) is a specialized plant that receives, separates, and prepares recyclable materials for marketing to end-user manufacturers.

Multi-family homes are residential homes with at least two, but no more than four, units/apartments. Multi-family homes with five or more units/apartments are considered

commercial properties for purposes of this ordinance. Single family homes with accessory apartments are excluded from this definition.

Municipal Solid Waste (MSW) means solid waste from residential, commercial, and industrial sources, excluding solid waste consisting of significant quantities of hazardous waste, land-clearing debris, demolition debris, biomedical waste, sewage sludge and scrap metal.

Plastic bag means any bag made of plastic, purchased for the disposal of household waste and not plastic single-use shopping bags.

Policy means a course or principle of action adopted or proposed by a government, party, business, or individual.

Recyclables means discarded material which may be reclaimed, such as cardboard, batteries, glass, metal, plastics, newspapers, office paper, crankcase oil, brush and leaves, grass clippings and any other material designated as such by regulation adopted by the DEEP or by local regulation or ordinance.

Regulations means rules developed by the Director to carry out the terms of this chapter, which rules shall have the same binding effect on generators and collectors as this chapter.

Residential waste means solid waste, recyclables, and yard waste generated by persons living in residences containing not greater than six dwelling units, but excluding hospitals, motels, hotels, or other facilities with communal living quarters.

Scrap metal means used or discarded items which consist predominantly of ferrous metals, aluminum, brass, copper, lead, chromium, tin, nickel, or alloys thereof, including white goods.

Solid waste, also known as municipal waste, means unwanted or discarded solid, semisolid or contained gaseous material, including, but not limited to, demolition debris, material burned or otherwise processed at a resources recovery facility or incinerator, material processed at a recycling facility and sludges or other residue from a water pollution abatement facility, water supply treatment plant or air pollution control facility, excluding:

1. Hazardous waste
2. Semi-solid or liquid materials which are collected and treated in a sewerage system.

Solid Waste Facility (SWF) any solid waste disposal area, volume reduction plant, transfer station, wood burning facility, or biomedical waste treatment facility.

Tipper barrel means a container for refuse of not less than 35 nor more than 96-gallon capacity, with an attached lid that allows for a 270-degree swing to the rear of the container, compatible for automated or semi-automated transfer of the refuse from the

container into the refuse collection vehicle. Gray tipper barrels are for solid waste. Blue tipper barrels are for recyclables. Brown tipper barrels are for yard waste.

Town means the Town of Enfield.

Town's Transfer Station means the Town owned transfer station facility on Town Farm Road.

Transfer station means any location or structure, whether located on land or water, where more than ten cubic yards of solid waste, generated elsewhere, may be stored for transfer or transferred from transportation units and placed in other transportation units for movement to another location, whether or not such waste is stored at the location prior to transfer.

Waste stream means material that has been placed at curbside or at any designated collection or pick-up site or designated disposal site.

Written warning means a warning issued in writing and on a form specified by the Director or his or her designee to first time violators of this article.

Yard waste means grass, grass clippings, bushes, shrubs, clippings from bushes and shrubs, and vegetative debris. *Yard waste* excludes branches greater than three inches in diameter and/or three feet in length, logs, stumps, stones, rocks, dirt, and waste from construction, renovation, or demolition.

III. Registration of Collectors of Solid Waste Generated in the Town

A. Any collector hauling solid waste and/or recyclables generated by residential, business, commercial or other establishments shall register and apply for a permit annually as directed by the Director and shall disclose: (1) The name and address of the collector and the owner of such collection company; (2) the name of any other municipality in which such collector hauls such solid waste, including recyclables; (3) whether the hauling done by such collector is residential, commercial or other; (4) the types of waste hauled; (5) the anticipated location of any disposal facilities or end users receiving recyclable solid waste; and (6) any additional information that such Director requires to enhance the health and safety of the residents of the Town. No person may act as a collector in the Town without maintaining an active permit issued pursuant hereto, and no person may drive a solid waste collection vehicle to collect solid waste in the Town without demonstrating that such person has a valid license issued by the State of Connecticut to drive such vehicle. It shall be a condition of such registration and permit that any such collector agrees to comply with all provisions of this ordinance and Chapter 446d of the Connecticut General Statutes applicable to collectors, and all other requirements set forth in the application for such permit, which agreement to comply shall be contained in all annual registrations and permit applications.

B. Any such collector shall report to the Director (1) the types of solid waste, including recyclables, as listed in Conn. Gen. Stat. §22a-208e(c), as it may be amended from time

to time, generated within the borders of the Town and collected by such collector, (2) the name, location and contact information for the first destination where such solid waste, including recyclables, was delivered by the collector during the previous fiscal year, and (3) the types and actual or estimated amounts of such solid waste, including recyclables, directly delivered to (a) an out-of-state destination, (b) an end user or manufacturer in Connecticut, or (c) any other location in Connecticut not maintaining an active permit as a solid waste facility issued by the Connecticut Department of Energy and Environmental Protection. Such reports shall be submitted to the Director annually, on or before June 30th, and shall provide the information specified in this subdivision for the prior fiscal year of the State of Connecticut. Such reports shall be on a form prescribed by the Connecticut Commissioner of Energy and Environmental Protection and any other information needed by the Director.

C. The collector shall annually pay a registration fee set by the Council. The Council may (1) authorize the imposition of an increase of the fee to an amount twice the disclosed fee if the registration and permit application of the collector is not filed timely in accordance with subsection B above, and (2) provide for a proration of the registration fee for a new collector applying for a registration and permit for new collection service to be begun after December 31st in any fiscal year.

D. The Director shall administer the licensing and registration of any refuse collector engaged in collecting and transporting solid waste and recyclables within the Town. No license shall be issued until the refuse collector provides proof of adequate liability insurance which shall include an obligation on the part of the carrier to notify the Town if coverage is terminated.

IV. Designation of Location for Disposal of Acceptable Solid Waste and Processing of Recyclables

A. Acceptable solid waste generated within the boundaries of the Town by residential, business, commercial or other establishments may be disposed at any DEEP approved solid waste facility (SWF).

B. Curb-side collected items designated for recycling by Connecticut statute, regulation and the Statewide Solid Waste Management Plan (including without limitation the 2016 Comprehensive Materials Management Strategy), all as may be amended or updated from time to time, generated within the boundaries of the Town by residential, business, commercial or other establishments may be taken for processing or sale elsewhere to any DEEP approved Materials Recycling Facility (MRF).

V. Recycling

A. Residential Recycling. Each person who generates solid waste from residential property shall separate recycling from other solid waste.

B. Non-residential Recycling. Every person who generates solid waste and recyclables from property other than residential property shall make provision for and

cause the separation of recyclables from other solid waste using one or more tipper barrels for designated items that are separate from tipper barrels for other solid waste.

C. Failure to Recycle. Any collector who has reason to believe that a person from whom he collects solid waste has commingled recyclable items with such solid waste in violation of said subsections A. or B. shall promptly notify the Director of the alleged violation. Upon the request of the Director, a collector shall provide a written warning, by tag or other means, to any person suspected by the collector or the Director of violating separation requirements. A collector shall also assist the Director to identify any person responsible for creating loads containing significant quantities of recyclable items mixed with solid waste or yard waste which are delivered to a resource's recovery facility or solid waste facility by the collector and detected by the owner or operator of such facility.

D. Recycling Receptacles at Common Gathering Venues. The owner of a common gathering venue at which recyclables are generated shall, in addition to providing for the collection of solid waste, provide recycling receptacles for the collection of any designated recyclable items generated at such venue. Nothing in this section shall be construed to require an owner or operator of such venue, or the Town, to provide such recycling receptacles whenever such receptacles are provided by another person pursuant to contract. Such recycling receptacles shall be as accessible to the public and at the same locations as trash receptacles, that is, there must be one recycling receptacle accompanying each trash receptacle.

E. Collector Contracts with Business Customers. Each contract between a collector and a customer for the collection of solid waste shall make provision for the collection of designated recyclable items, either by providing for the collection of designated recyclable items by the same collector who is party to the solid waste contract or by including an identification by the customer of the collector with whom such contract exists. The provisions of this section shall not be construed to require a customer to contract exclusively with one collector for the collection of both designated recyclable items and other solid waste. Each collector shall provide each customer with clear written or pictorial instructions on how to separate designated recyclable items in accordance with the provisions of subsection VI B. above.

F. Collectors Required to Offer Recycling Collection. Each collector who offers curbside or on-site collection of solid waste generated by residential properties in the Town shall offer curbside or on-site collection of designated recyclable items to each of such collector's customers and such curbside or backyard collection of designated recyclable items shall be included in the collector's charge for solid waste collection. The provisions of this subsection shall not be construed to prohibit any collector from determining and adjusting its fees for combined curbside collection services.

G. Recombining of Segregated Items. No person shall combine previously segregated designated recyclable items with other solid waste.

H. Removal of recyclable materials.

1. No person shall remove recyclable materials, including but not limited to scrap metal, newspapers, unbroken glass, bottles, cans, tires, and other collectibles from the designated disposal site without authorization from the Director.
2. Once recyclable materials are placed at curbside or other designated area, it shall be a violation of this chapter for any person or entity, other than those authorized under this chapter, to collect or remove recyclable materials from said area.
3. At the option of the Director or his or her designee, violators of subsection 1. or 2. of this section may be required to make restitution to the Town for any materials illegally removed.
4. Nothing in this chapter shall limit the right of anyone to dispose of his own recyclables in any other lawful manner, provided that such materials have not been set out on the curb or placed in any designated collection or disposal site.
5. Any nonprofit organization within the Town may request authorization from the Director to collect recyclables.

VI. Operational and Implementation

A. DPW Collection of Municipal Solid Waste and Recyclables.

1. DPW will collect Municipal Solid Waste and Recyclables generated at single family homes; multi-family homes with four or fewer residential units; Town-owned buildings, including schools; condominiums and planned residential developments that have collection agreements with the Town of Enfield; and religious, commercial, or industrial properties that receive DPW collection at the time of adoption of this ordinance, provided that these properties enter into a collection agreement with the Town of Enfield.
2. Municipal Solid Waste and Recyclables must be deposited into tipper barrels per the provisions set forth below, or into a fixed site container.
3. Municipal Solid Waste, recyclables, leaves, and yard waste must each be kept separate and cannot be commingled.
 - a. Municipal Solid Waste. One 96-gallon grey tipper barrel will be collected per week at no charge. Refuse bags or other items outside the tipper barrels will not be collected.
 - i. A maximum of up to two additional 96-gallon grey tipper barrels, per single family residence, may be purchased at a fee to be established

by the Director. No more than a total of three grey tipper barrels per single family residence shall be collected per week.

- ii. A maximum of up to one additional 96-gallon grey tipper barrel, per unit in a multi-family home, may be purchased at a fee to be established by the Director. No more than a total of two grey tipper barrels per unit in a multi-family home shall be collected per week.
 - iii. Tipper barrel tags shall be purchased annually at a fee to be established by the Director for those residences with additional grey tipper barrels. The cost for an additional tipper barrel excludes the cost of the tag.
- b. Recyclables. One 96-gallon blue tipper barrel will be collected per week at no charge. Subject to approval by the Director, a maximum of up to three additional 96-gallon blue tipper barrels, per single-family residence or per unit in a multi-family home, will be available, at no additional charge. No more than a total of four blue tipper barrels per single-family residence or per unit in a multi-family home shall be collected.
- c. Yard Waste. Up to two 96-gallon brown tipper barrels will be collected per week at no charge. A maximum of up to two additional 96-gallon brown tipper barrels may be purchased for a fee to be established by the Director. Tipper barrel tags shall be purchased annually at a fee to be determined by the Director for those residences with a third or fourth brown tipper barrel. No more than a total of four 96-gallon brown tipper barrels will be collected per week at single family homes and multi-family homes. The cost for an additional tipper barrel excludes the cost of the tag. Yard Waste collection shall be seasonal on a schedule to be determined by the Director. Residential yard waste brought to the Town's Transfer Station must be weighed.
- d. Spring Clean-Up. On dates to be determined by the Director, the four brown tipper barrel collection limit, referenced above, shall not apply. There will be no fee required for collection of any additional brown tipper barrels. In addition to the 96-gallon brown tipper barrels, one grey tipper barrel, with a red tag may be used for yard waste.
- e. Leaf Waste. The Director will establish the leaf waste collection schedule, usually in the fourth quarter of the calendar year. During scheduled leaf collection up to 40 (forty) bio-degradable leaf bags and unlimited 96-gallon brown tipper barrels will be collected per collection day. Condominiums, planned residential developments and senior residential developments are

excluded from this collection. During leaf collection season residents may bring their leaf waste to the Town's Transfer Station without weighing.

4. *Bulky Waste* collection is by appointment only, at a fee determined by the Director, and is limited to residences and Town-owned buildings, including schools. Condominiums and businesses are excluded from such collection.
5. *Oil and battery* collections are specially scheduled events, the date and location of which shall be publicized.
6. Christmas trees will be collected at the discretion of the Director of Public works discretion.
7. The contents of all tipper barrels must be completely contained inside the barrel with the lid securely closed. Tipper barrels not so secured will not be collected. Tipper barrels that contain items other than that for which they are intended will not be collected. All tipper barrels, and their lids, must be maintained in good working order.

B. Not Collected.

1. Refrigerators, air conditioners, and dehumidifiers are not collected at curbside and may be brought to the Town's Transfer Station. The fee per item will be determined by the Director and is subject to change.
2. Hazardous wastes, paints, pesticides, oil, or their by-products are not collected. The Director may schedule Household Hazardous Waste Days for proper disposal.
3. Electronics, including but not limited to TVs, computers, monitors, printers, and microwaves are not collected. These items may be brought to the Town's Transfer Station during normal operating hours. There is no charge upon proof of residency.
4. Logs are not collected and branches greater than three inches in diameter and/or three feet in length. These items may be brought to the transfer station during normal operating hours.
5. Other than at designated collection times, yard waste, leaves, grass, or brush are not collected and must be brought to the Town's Transfer Station.
6. Construction and demolition material are not collected curbside. These items must be brought to the Town's Transfer Station.
7. Asbestos, shingles, tile, sheet rock, concrete, windows with glass, glass, vehicle parts are not collected.
8. Textiles, including but not limited to, clothing, stuffed animals, handbags, and shoes, may be recycled at 40 Moody Road or the Town's Transfer Station.

C. Curbside Placement of Tipper Barrels

1. Tipper barrels shall not be placed at curbside sooner than two hours prior to sunset on the day preceding a scheduled collection. Tipper barrels shall be placed at the edge of the roadway with orientation to facilitate automated collection as directed on the tipper barrel. All solid waste placed for collection must be contained within a tipper barrel.
2. Tipper barrels must be placed at the edge of the roadway no later than 6:00 a.m. the day of collection.
3. Tipper barrels must be removed from the edge of the roadway no later than 7:00 p.m. the day of collection. Tipper barrels must be stored behind the front building line of the principal residential structure on the property.
4. Tipper barrels must have three feet of clearance in any direction from other tipper barrels, walls, fences, vehicles, and any other structures that can be damaged by the claw and the arm of the automated collections vehicles.

VII. **Enforcement**

A. Any person, including without limitation any collector, found to have knowingly disposed of unacceptable solid waste or prohibited materials; knowingly disposed of items designated for recycling; or, violated any of the provisions of the requirements of this ordinance, shall be subject to the following fines:

1. Nonresidential and multi-family residential property. The initial violation of this article shall be documented by the issuance of a written warning. Each violation subsequent to a written warning shall be documented by the issuance of a citation and punishable by a fine. The first subsequent violation shall be punishable by a fine not to exceed \$100. The next subsequent violation within five years of the first subsequent violation shall be punishable by a fine not to exceed \$250. Each subsequent violation within five years of a previous violation shall be punishable by a fine not to exceed \$500. Fines shall be in addition to any other penalty that may be imposed by law. Each violation constitutes a separate and distinct offense. If fines are not timely paid, liens may be filed on the property.
2. Civil penalties for collectors. A collector that knowingly mixes recyclables with solid waste may be issued a citation imposing civil penalties in an amount between \$1,000 and \$5,000.
3. Single-family residential property. The initial violation of this article shall be documented by a written warning for the first offense. The first subsequent violation

within five years of the written warning shall be punishable by a fine not to exceed \$50, the next subsequent violation within five years of the previous violation shall be punishable by a fine not to exceed \$100, the next subsequent violation within five years of the previous violation shall be punishable by a fine not to exceed \$150, the next subsequent violation within five years of the previous violation shall be punishable by a fine not to exceed \$250. All subsequent violations shall be punishable by a fine not to exceed \$500. Unpaid fines shall result in liens upon the property.

4. Hazardous waste violation. Any person who violates the terms of this chapter or any regulation intended to implement this chapter involving hazardous waste shall be issued a citation, and DPW may impose a fine of not more than \$500 for each offense, in addition to any other penalty that may be imposed by law. Violators shall also be responsible for the costs incurred in mitigation, remediation, and/or the proper disposal of such hazardous waste.

B. Any police officer or other person authorized by the Town Manager may issue a citation to any person who commits a violation of any section of the Solid Waste and Recycling Ordinance.

C. Any person fined or whose permit has been or may be revoked or suspended pursuant to this Section may request and shall be granted a hearing on the matter, provided that such request must be made, after notice to such person, and the hearing shall be conducted, in accordance with the provisions of Conn. Gen. Stat. §7-152c.

D. Climbing over railings or into containers at the Town's Transfer Station is strictly prohibited. Any individual found to violate permitted practices at the Town's Transfer Station may be subject to a suspension of privileges. Customers who do fail to pay Town's Transfer Station fees will fully be prosecuted.

VIII. Revocation or Suspension of License or Registration

Generally. Failure to comply with the provisions of this article shall be grounds for revocation or suspension of any license or registration issued under its provisions.

- A. Notice required. Revocation or suspension shall become effective five calendar days after written notice is mailed by the Director unless a lesser time is indicated in the notice.
- B. Person available to receive notice. Licensees must provide the Director with the name and address of a person who will always be available, in person or by designee, to receive notice either by mail or in-hand delivery. Lack of availability on the part of such person shall be deemed a waiver of required notice.

- C. Request for review. Upon receipt of a notice of suspension or revocation, the licensee may file a written request for review. Such request must be filed with the town clerk within five days of receipt of the notice. Failure to file within such time shall waive the licensee's right to review, making the suspension or revocation final and binding upon the refuse collector.
- D. Timely filing. If such request is filed within five days of receipt of notice, such request shall stay the revocation or suspension, excepting such cases where a stay would present substantial harm to the health, safety, and welfare of the public.
- E. Special appeals board, hearing. The Town Council may appoint a special appeals board consisting of four electors of the Town, one licensed refuse collector, and a member of the Town Council to serve as a nonvoting liaison member. The board shall, within 15 days of the request for hearing, hear and decide the matter. The decision of the board shall be final and binding upon the refuse collector.
- F. Loss of permission to use SWF. The Director shall have the right to request that the SWF or MRF deny any refuse collector admission to the SWF when in his opinion such collector has violated this article or the regulations.



TOWN OF ENFIELD

July 23, 2021

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Request for Transfer of Funds for Youth and Family Services \$750

Highlights:

- Youth and Family Services was awarded a non-competitive SAMHSA Communities Talk: Underage Drinking stipend of \$750.
- The purpose of this stipend is to help in the prevention of underage drinking.
- The stipend will be used to fund a speaker for Enfield High School Students to speak to the concerns of alcohol and drug misuse in youth.
- The increase in the Youth and Family Services revenue is \$750.

Budget Impact:

There is no budget impact.

Recommendation:

That the Town Council adopt the attached 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 transfer is hereby made.

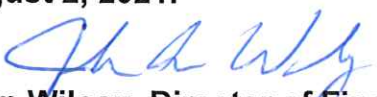
TO: Youth Services

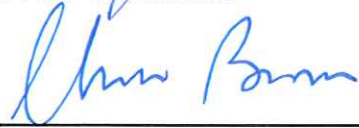
Other Professional Services	22040450-533900	\$750
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FROM: Youth Services Other Revenue

Revenue	22044450-417060	\$750
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CERTIFICATION: I hereby certify that the above-stated funds are available as of August 2, 2021.


John Wilcox, Director of Finance

APPROVED BY:  _____ Town Manager

Date: 7/27/21



TOWN OF ENFIELD

August 8, 2021

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Request for Transfer of Funds for Library \$3,000

Councilors:

Highlights:

- The State of Connecticut is granting \$3,000 to Enfield Public Library to increase patron access during the pandemic.
- Funds must be spent by March 31, 2022.
- The library is planning on using the funding to do the following:
 - Purchase lounge seating that can easily be cleaned and sanitized.
 - Purchase cleaning and sanitizing supplies

Budget Impact:

The State of Connecticut is granting \$3,000 to Enfield Public Library to increase patron access during the pandemic.

Recommendation:

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

Respectfully Submitted,

Jason Neely
Director of Libraries

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: Library

Furniture & Fixtures	22505510-573300	\$3,000
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FROM: Library

Miscellaneous State Revenue	22505510-413699	\$3,000
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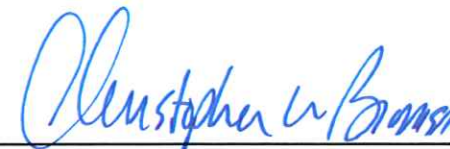
CERTIFICATION: I hereby certify that the above-stated funds are available as of August 1, 2021.



John Wilcox, Director of Finance

7/26/21

Date:

APPROVED BY: 

Christopher Bromson, Town Manager

7/27/21

Date:



TOWN OF ENFIELD

July 23, 2021

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Resolution Authorizing the Town Manager to Sign an Application for and Enter into an Agreement with the CT State Department of Children and Families for a Youth Service Bureau and Enhancement Grant for the Youth and Family Services Division for Fiscal Years: FY21-22 and FY22-23

Highlights:

- The Youth and Family Service Division has been invited to apply for the two-year Youth Service Bureau and Enhancement renewal grant from the CT State Department of Children and Families for Fiscal Years FY21-22 and FY22-23.
- The grant deadline is September 1, 2021.
- The Youth Service Bureau and Enhancement Grant will fund a portion of the Youth and Family Services Program Manager's Salary, and programming in the areas of positive youth development, prevention, and diversionary programs for at-risk youth.
- This grant has been a source of support for many years.

Budget Impact:

There is no budget impact

Recommendation:

The Town Council adopts 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 an Application for and Enter into an Agreement with the CT State Department of Children and Families for a Youth Service Bureau and Enhancement Grant for the Youth and Family Services Division for Fiscal Years: FY21-22 and FY22-23

WHEREAS, the CT State Department of Children and Families provides funding to the Youth and Family Services Division; and

WHEREAS, Youth and Family Services is in the process of submitting a grant reapplication to the CT State Department of Children and Families for funds that will be available to the Town in Fiscal Year 2021-2022 and Fiscal Year 2022-2023.

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

Submitted: July 23, 2021
Submitted by: Cindy Guerreri, Director of Social Services



TOWN OF ENFIELD

July 21, 2021

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Resolution Authorizing the Town Manager to Sign Grant Applications and enter into Agreement with the CT Department of Transportation for Dial-a-Ride and Magic Carpet capital and operations funds for FY22

Highlights:

- CT Department of Transportation annually provides Federal 5310 grant monies for both capital equipment and operations to the Town of Enfield Social Services for intra-town transportation services and buses: Dial-a-Ride and Magic Carpet.
- Social Services is in the process of preparing the three grant applications supported by the 5310 grant funds for FY 22; these are due August 3, 2021:
 1. Capital: Dial-a-Ride (DAR) bus - \$69,000.00. There is no matching funds requirement for this year's application. There are currently nine (9) vehicles in the Social Services Transportation fleet; of those, four have over 100,000 miles. If awarded, this bus will replace 1 vehicle, a 2010 with 135,000 miles.
 2. Operating: Magic Carpet (MC) Fixed Route - \$707,000.00; this sustains the administration and operations for the current level of service. There are no matching funds requirement for this year's application.
 3. Equipment: Magic Carpet (MC) Fare Collection equipment - \$50,000.00 to provide a Point-of-Sale (POS) system to replace the current cash-only system. Matching funds (20%) are available in the Bus Committee Fund.
- There are 250 DAR clients, with over 6,240 rides provided annually to medical appointments, grocery and other shopping, social events, and dialysis treatments.
- In 2019 there were 36,200 rides provided intra-Enfield on Magic Carpet.

Budget Impact:

No impact on the Social Services budget

Recommendation:

The Town Council approve the attached Resolution.

Respectfully Submitted,

Cindy Guerrieri
Director of Social Services

Attachment:

1. Resolution

ENFIELD TOWN COUNCIL

RESOLUTION NO. _____

Resolution Authorizing the Town Manager to Sign Grant Applications and Enter into Agreements with the CT Department of Transportation for Dial-a-Ride and Magic Carpet Capital, Administrative, and Operations Funds for FY22

WHEREAS, the Connecticut Department of Transportation (DOT) provides several grants to the Department of Social Services annually; and

WHEREAS, the Department of Social Services is in the process of preparing the FY 22 grant applications to the DOT for funds that will be available to the Town of Enfield for capital, administrative and operational costs.

RESOLVED, that the Town Manager, is authorized to sign and submit the grant applications, and enter into Agreements with the CT DOT upon award, subject to review and approval by the Town Attorney, in the name and on behalf of the Town of Enfield with the DOT and to affix the Corporate Seal.

Submitted: July 21, 2021
Submitted by: Cindy Guerreri, Director of Social Services



TOWN OF ENFIELD

June 23, 2021

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Resolution Authorizing the Town Manager to Sign Grant Applications and Enter into Agreement with Amplify Inc for Youth and Family Services for Fiscal Year 2021-2022

Highlights:

- The Youth and Family Services has been invited to apply for the Local Prevention Council grant for Fiscal Year 2021-22 for a total award of \$12,191.55.
- The grant application is due October 15, 2021.
- The grant will fund an emerging State Priority Problem Substance: Vaping, using prevention strategies of alternative activities, capacity building, education, information dissemination, and other environmental strategies known to reduce youth misuse of substances and prevent addiction. The vaping grant award is \$7,141.55
- Enfield will receive an additional award of \$5,050, use of such to be determined by the Enfield Together Coalition and AMPLIFY to meet the unique needs of Enfield to address shared risk factors with youth mental health and suicide prevention.

Budget Impact:

There is no budget impact.

Recommendation:

The Town Council adopt 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 an
Application for and Enter into an Agreement with Amplify, Inc for
Youth and Family Services for Fiscal Year 2021-2022**

WHEREAS, Amplify, Inc. provides funding to the Youth and Family Services Division;
and

WHEREAS, Youth and Family Services is in the process of submitting a grant application
to Amplify, Inc. for funds that will be available to the Town in Fiscal Year
2021-22.

NOW THEREFORE BE IT RESOLVED, that the Town Manager, is authorized to sign
and submit the grant application and agreement, 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.

Submitted: June 23, 2021

Submitted by: Cindy Guerreri, Director of Social Services

McCarthy, Debra

From: noreply@civicplus.com
Sent: Thursday, July 22, 2021 9:11 PM
To: McCarthy, Debra
Subject: Online Form Submittal: Application for Vacancy on Boards, Agencies & Commissions

External Email: Use Caution when opening attachments or clicking links.

Application for Vacancy on Boards, Agencies & Commissions

Date	7/7/2021
First and Last Name	Kiran Majmudar
Address	6 Hummingbird Lane
City	Enfield
State	CT
Zip	06082
Phone Number	860 558 9887
Second Phone:	8605589887
Email	info@lpconsultantsllc.com
Occupation	Engineering Consultants
Occupation Phone Number	860 558 9887
Party Affiliation	Independent
Registered Voter	Yes
Name of the Board You Wish to Apply For:	Planning & Zoning Commission
Appointment	New Appointment
Please outline your qualifications and how you feel you would contribute to the committee or commission:	Served on Economic Develop Commission for over 15 years; Also served construction/development industry for over 35 years; also interfaced with Plannning staff as well as the PZC representing Developers. I have also served on Enfield Rotary Club and its its local charitable activities for almost 20 years.

Also member of the Chamber of Commerce; living in Enfield since 1975.

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

Yes

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

Economic Development Commission; almost 15 years when Ray Warren was a staff member; recently resigned from the EDC; Laurie Whitten may serve as a reference for recent and past EDC and PZC activities.

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

Not a re-app; attended all the EDC meetings over the last 15 years.

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

Yes

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



TOWN OF ENFIELD

July 23, 2021

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Request to Transfer Funds from the CARA, (Comprehensive Addiction and Recovery Act Grant) \$50,000

Subject: Resolution Authorizing the Transfer of Unspent Funds from the CARA (Comprehensive Addiction and Recovery Act) Grant

Highlights:

- The Youth and Family Services division has been awarded a 5-year (07/01/2021-06/30/2026), \$50,000/year expansion grant of the Drug Free Communities Grant through the Centers for Disease Control and Prevention (CDC).
- The fund will be used to build upon the Enfield Together Coalition's prevention work to address prescription drug use/misuse among youth ages 12-18 and to establish and strengthen further community collaboration in support of these local efforts.
- Enfield Together Coalition's (ETC) mission is to reduce and eliminate youth substance misuse by raising public awareness, building prevention science and capacity within the community, educating parents and youth, and enforcing underage drinking and substance misuse laws.
- Youth and Family Services is asking permission to carry over unspent funds through the grant period as well as an increase in revenue.

Budget Impact:

There is no budget impact.

Recommendation:

The Town Council adopts the attached Resolution.

Respectfully Submitted,

Cindy Guerri
Director of Social Services

Attachments:

1. Resolution (2)

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.

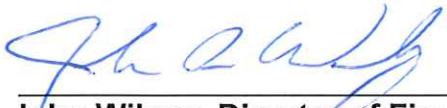
TO: CARA Grant

Other Professional Services	22046121-533900	\$	39,700
Telephone	22046121-553100	\$	504
Advertising	22046121-554000	\$	2,000
Printing and Reproduction	22046121-555000	\$	2,000
Office Supplies	22046121-561200	\$	300
Other Supplies/Materials	22046121-561900	\$	4,596
Food	22046121-563000	\$	900

FROM: CARA Grant

CARA Grant	22046121-461210	\$	50,000
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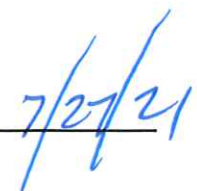
CERTIFICATION: I hereby certify that the above-stated funds are available as of 07/23/2021.



John Wilcox, Director of Finance

APPROVED BY: 

Christopher W. Bromson, Town Manager

Date: 
7/27/21

ENFIELD TOWN COUNCIL

RESOLUTION NO. _____

**Resolution Authorizing the Transfer of Unspent Funds from the CARA
(Comprehensive Addiction and Recovery Act) Grant**

WHEREAS, the Town of Enfield has been awarded a grant under the Comprehensive Addiction Recovery Act.

WHEREAS, the grant specifies how the grant funds should be spent.

WHEREAS, the grant allows unspent funds from one grant year to be carried forward into the next grant year.

BE IT HEREBY RESOLVED: unspent fund in any of the grant accounts at the end of each fiscal year shall be reappropriated into the same general ledger account in the next fiscal year.

Date Submitted: July 27, 2021
Submitted by: Social Services Director



TOWN OF ENFIELD

July 19, 2021

Honorable Members
Enfield Town Council
Enfield, Connecticut

**Subject: Request for Transfer of Funds for Remodeling the Alcorn Building -
\$64,705.90**

Councilors:

Highlights:

- In January of 2021 the Enfield Town Council transferred \$81,760.00 for renovations at the Enfield Express. As much of the necessary work was done with Public Works personnel, this project was completed at a cost of only \$17,054.10, leaving an available surplus of \$64,705.90
- The Department of Public Works is currently in the process of renovating the Alcorn Building. It is anticipated that additional funds will be needed to complete this project.
- The Department of Public Works respectfully requests that the Council transfer the remaining surplus funds from the Enfield Express project for use on the renovation of the Alcorn Building.

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,

Donald Nunes
Director, Department of Public Works

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: Capital & Non-recurring Fund

Alcorn Remodel – Construction Services	31008199-545000	\$ 64,705.90
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FROM: Capital & Non-recurring Fund

Enfield Express Remodel – Construction Services	31008202-545000	\$ 64,705.90
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CERTIFICATION: I hereby certify that the above-stated funds are available as of July 19, 2021.



John Wilcox, Director of Finance



Date

APPROVED BY: 

Christopher W. Bromson, Town Manager



Date



TOWN OF ENFIELD

July 20, 2021

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Resolution to Approve a Three Year Collective Bargaining Agreement with IAEP, Local # R1-717, NAGE, SEIU

Subject: Request for Transfer of Funds for the Collective Bargaining Agreement with IAEP, Local # R1-717, NAGE, SEIU \$294,414

Councilors:

Highlights:

- On May 27, 2021, initial contract negotiations commenced between the International Brotherhood of Teamsters, Local #671 IAEP, Local # R1-717, NAGE, SEIU ("Union") and the Town of Enfield. The Union represents Paramedics and Emergency Medical Technicians.
- Due to the national shortage of emergency medical technicians and paramedics, and the town's inability to attract and retain current employees, the Town had to make a one-time market adjustment in order to sustain the EMS program so it can continue to offer this vital service to its residents. (Please see appendix A in the contract for more salary details)
- The Union ratified this contract unanimously on July 9, 2021.
- To meet the Town of Enfield's 10 day posting process, this proposed new contract has been filed on July 20th, 2021 at the Town Clerk's office and HR website so that the public has the opportunity for review.
- To meet the statutory deadline, the Town Council must vote to "accept" or "reject" this contract by August 2nd, 2021 or else this contract will be deemed "approved" under § C.G.S. Sec. 7-474.

Budget Impact:

The contract calls for a retroactive market adjustment wage increase to July 1, 2021, a wage increase of 3% on July 1, 2022, and a wage increase of 3% on July 1, 2023. The estimated net increase to the budget over a three-year period is \$357,110 or 9.03% annually.

Recommendation:

This office recommends that this resolution be approved.

Respectfully Submitted,

Steven V. Bielenda, Esq.
Director of Human Resources

Attachments:

1. Resolution (2)
2. Contract with revisions.
3. Tentative Agreement.

ENFIELD TOWN COUNCIL

RESOLUTION NO. _____

**Resolution to approve a three year collective bargaining agreement
with IAEP, Local # R1-717, NAGE, SEIU (Paramedics & EMT's Union)**

RESOLVED, that the Enfield Town Council does hereby approve the three (3) year
collective bargaining agreement between the Town of Enfield and the
IAEP, Local # R1-717, NAGE, SEIU (Paramedics & EMT's Union)
dated July 1, 2021 through June 30, 2024.

Date Prepared: July 20, 2021

Prepared by: Steven Bielenda

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.

GENERAL FUND

FROM:

10040000-499000 \$254,414
General Fund Revenue – Appropriated Fund Balance

10800092-593070 \$ 40,000
Unallocated Charges – Transfers to Collective Bargaining

TO:

10800092-593035 \$294,414
Unallocated Charges - Transfers to EMS

EMERGENCY MEDICAL SERVICES FUND

FROM:

25240000-480001 \$294,414
EMS Revenue - Gen Fund Transfers In

TO:

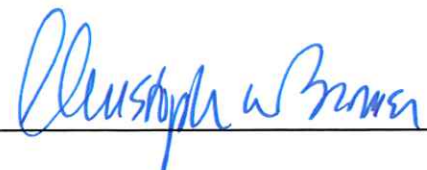
25222000-511000 \$273,491
Emergency Med Services – Salaries

25222000-522000 \$ 16,957
Emergency Med Services – Social Security

25222000-522100 \$ 3,966
Emergency Med Services – Medicare

CERTIFICATION: I hereby certify that the above-stated funds are available as of July 23, 2021.


John A. Wilcox, Director of Finance

APPROVED BY:  _____ **Town Manager**

Date: 7/27/21

AGREEMENT
BETWEEN
THE
TOWN OF ENFIELD
AND
IAEP LOCAL R1-717, NAGE, SEIU

~~**JULY 1, 2018 – JUNE 30, 2021**~~

JULY 1, 2021 – JUNE 30, 2024

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APPLICATION OF AGREEMENT

This Agreement shall apply to all full time and part time emergency medical technician (hereinafter "EMT") and paramedic employees of the Town of Enfield who regularly work 19 or more hours per week in those titles listed on the Certificate of Representative (Case No. ME-26,468, Decision No. 4228 dated March 30, 2007) excluding office, billing, clerical, and supervisory employees and also excluding the Director of Emergency Medical Services, part-time EMT and paramedic employees regularly working less than 19 hours per week, and those Town of Enfield employees working under other collective bargaining agreements with the Town of Enfield heretofore certified by the Connecticut State Board of Labor Relations, seasonal employees, volunteer EMT's and paramedics and any other employees as may be mutually agreed to be excluded.

ARTICLE 1

RECOGNITION

SECTION 1. IAEP Local R1-717, SEIU, NAGE, is recognized as the exclusive bargaining agent of all employees, as defined below, for the purposes of collective bargaining with respect to wages, hours of employment and other conditions of employment.

SECTION 2. The term "Employer" shall mean the Town of Enfield, Connecticut, a municipal employer.

SECTION 3. The term "Union" shall mean IAEP Local R1-717, SEIU, NAGE.

SECTION 4. The terms "Contract" and "Agreement" shall mean the complete Agreement and its specific terms.

SECTION 5. The term "Employee" shall mean those EMT and paramedic persons in the bargaining unit employed by the Employer as defined in the Application of Agreement.

SECTION 6. The term "full time employee" shall mean a member of the bargaining unit who is employed on average thirty six (36) or more hours per week over a 52 week period.

SECTION 7. The term "part-time employee" shall mean a member of the bargaining unit who is not a full time employee.

SECTION 8. The Town may employ non-bargaining unit part-time, temporary or seasonal employees and use volunteer EMT's and paramedics. The Town may use uniformed members of the fire and police services, as provided for in Article 12.

ARTICLE 2
MANAGEMENT RIGHTS

SECTION 1. Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Employer has and will continue to retain, whether exercised or not, all the rights, powers and authority heretofore had by it and except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole and unquestioned right, responsibility and prerogative of management of the affairs of the Town and direction of the working forces, including but not limited to the following:

- A. To determine the care, maintenance and operation of equipment and property used for and in behalf of the purposes of the Town.
- B. To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices or procedures.
- C. To discontinue processes or operations.
- D. To select and to determine the number and types of employees required to perform the Town's operations.
- E. To employ, transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the Town or the Department.
- F. To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them. If the EMS Director decides to amend any General Procedure specifically referenced in this Agreement he will first provide the Union with a copy of the General Procedure and discuss same with the Union, before issuing same to the workforce.
- G. To insure the incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- H. To establish contracts or sub-contracts for municipal operations.
- I. To create job specifications and revise existing job specifications.
- J. In those instances where Town employees are not available to perform the work, the Town reserves the right to contract out the work until Town employees are available.

ARTICLE 3
UNION SECURITY

SECTION 1. All members of the bargaining unit shall select between Union and non-Union membership and provide the Employer and the Union verification of designation in writing. Any Employee wishing to change

his or her Union/non-Union designation may do so by providing the Employer and the Union written notice of change of status.

SECTION 2. Upon written authorization of an employee, the Town shall deduct from the employee's wages Union dues each week.

SECTION 3. The total amount deducted each month, in accordance with the provisions of this Article, will be remitted by the Town, together with a list of the employees from whose wages such deductions have been made, to such individual and at such address as shall be specified by the Secretary of the Union. Such remittance shall be made by the last day of the month in which the deductions are made.

SECTION 4. The obligation of the Town for funds actually deducted under this Article terminates upon the delivery of the deductions so made to the person authorized to receive such amounts from the Town. Neither any employee nor the Union shall have any claim against the Town for errors in the processing of deductions unless a claim of error is made in writing to the Finance Director within ninety (90) calendar days after the date such deductions were or should have been made.

SECTION 5. The Union agrees to indemnify and save harmless the Town for any liability or sums which the Town is required to pay as the result of any claim arising out of the Town's compliance with or enforcement of the provisions of this Article.

SECTION 6. The Town shall place one (1) bulletin board in each Department where EMS employees are regularly assigned for the exclusive use of the Union. All messages will only be posted by Union officers or stewards, on Union stationery bearing the signature of a Union official, and a copy must first be given to the Director of EMS. The Union agrees it will not post any messages that are defamatory or inflammatory.

SECTION 7. The Union shall have the right to designate stewards and shall notify the Director of EMS and the Director of Human Resources who the stewards are. One steward or Union officer may have time off from scheduled duties to attend step 1 and 2 grievance hearings or arbitration. Only Union officers and stewards are permitted to represent Union members.

SECTION 8. Union Business Leave. Up to three Union officials shall be allowed the required time off from duty, without loss of pay, to attend official Union conventions and conferences, not to exceed a cumulative total of forty eight (48) working hours per fiscal year. Only one Union officer may be excused from duty at a time.

SECTION 9. The Union will be notified within 10 calendar days of new hires.

ARTICLE 4
GRIEVANCE PROCEDURE

SECTION 1. A grievance shall be defined as a claimed violation of a specific provision of this Agreement. Grievances and demands for arbitration not filed within the time limits set forth below are waived. Grievances not answered within the time limits set forth below will be considered denied so as permitting submission to the next step.

SECTION 2. Procedure.

STEP ONE: Any employee who has a grievance shall submit the grievance via email or in writing within ten (10) calendar days of the event to the Director of EMS setting forth the facts of the grievance, the Agreement provisions in question and the remedy requested. Within ten (10) calendar days after submission of said grievance, the Director of EMS or his designated representative shall render a written decision via email or in writing to the employee and his representative, if represented, within ten (10) calendar days.

STEP TWO: If the employee is dissatisfied with the Director of EMS's decision he/she may appeal to the Director of Human Resources or his designee, via email or in writing within ten (10) calendar days of the date of the Director of EMS's step one decision. The Director of Human Resources shall schedule a step two grievance hearing and shall render a written decision via email or in writing to the employee and his representative, if represented, within ten (10) calendar days of the step two grievance hearing.

STEP THREE:

A. Mediation: If the employee and representative are not satisfied with the decision rendered by the Human Resources Director, the grievance may be submitted at the request of the Union within ten (10) calendar days of the date of the step two answer to mediation before the Connecticut State Board of Mediation and Arbitration, with a copy to the Director of Human Resources. Mediation may be waived at either party's request on discharge cases.

B. Arbitration: If the grievance is not resolved through mediation, the grievance may be submitted to arbitration, in writing, by the Union with a copy to the Town, within ten (10) calendar days of the completion of mediation. In the event that mediation is waived, the grievance must be submitted to arbitration within ten (10) calendar days of the date of the step two answer. Arbitration shall be before the Connecticut State Board of Mediation and Arbitration except that all grievances concerning suspension of ten (10) days or more and discharge, and any other grievance on which the parties mutually agree, shall be submitted to an arbitrator who is either mutually selected by the parties or selected in accordance with the procedures of the American Arbitration Association. In the case of arbitration by a private or AAA arbitrator, the parties shall share equally the cost of arbitration. The decision of the arbitrator(s) shall be final and binding on both parties.

SECTION 3. All grievances and answers thereto shall be set forth in writing via email.

SECTION 4. Nothing contained therein shall prevent any employee from presenting his own grievance and representing himself in these procedures up to, but not including, arbitration.

SECTION 5. Failure at any step to appeal within the prescribed timelines shall be considered acceptance of the decision rendered.

SECTION 6. The resolution of a grievance, at any step, will be set forth in writing and signed by the parties directly concerned with said resolution. If the Union is not a party to the settlement, the employer will provide the Union with a copy of same within 10 calendar days.

SECTION 7. Time extensions beyond those stipulated in the grievance procedure may be arrived at, in writing or via email, by mutual agreement of the parties concerned.

SECTION 8. The arbitrator(s) shall have no authority to add to or subtract from, or otherwise modify the terms of this Agreement.

SECTION 9. Failure of the Town, the employees or the Union to insist upon compliance with a specific provision of this Agreement at any given time or times, shall not operate to waive or modify such provision or in any manner whatsoever to render it unenforceable as to any other time or times or as to any other occurrences, provided the circumstances are the same.

ARTICLE 5 **DISCIPLINE**

SECTION 1. Disciplinary actions shall include:

- A. verbal warning;
- B. written warning;
- C. suspension without pay;
- D. discharge.

Any of the aforementioned may be independently invoked. A copy of all disciplinary actions shall be given to the union in a timely manner.

SECTION 2. All suspensions and terminations of non-probationary employees must be for just cause and must be stated in writing with reason given to the employee and steward at the time of suspension or discharge.

ARTICLE 6 **ATTENDANCE AND LEAVES**

SECTION 1. General Policy: Leave is any authorized absence during regularly scheduled work hours that is approved by proper authority. Leave may be authorized with or without pay and shall be granted in accordance with this Agreement on the basis of the work requirements of the department and whenever possible, the personal wishes of the employee.

SECTION 2. Types of Leave. The following types of leave are officially established:

Holiday Leave
Sick Leave
Injury Leave
Leave Without Pay
Personal Leave

Vacation Leave
Other Leave with
Pay
FMLA

SECTION 3. For all leaves other than sick or injury leave, an electronic request on a form prescribed by the Director of EMS indicating the type of leave, duration and dates of departure and return must be approved by the Director of EMS prior to the taking of leave. For personal leave and other leave with or without pay, the employee must describe the purpose and reason for requesting such leave.

SECTION 4. In the case of sick or injury leave, a return to work form prescribed by the Human Resources Director shall be completed and submitted to the Director of EMS for approval immediately upon the employee's return for duty.

SECTION 5. Unless an absence is substantiated by a request for leave or a return to work form approved by the Director of EMS, an employee shall not be paid for any absence from scheduled work hours. All such forms shall be forwarded by the Director of EMS to the Human Resources Department where they shall be filed as part of the employee's attendance record.

ARTICLE 7 **HOLIDAYS**

SECTION 1. The following holidays shall be observed for full time employees whose normal work week is thirty-six (36) hours or more:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day

Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day
Employee's Birthday

SECTION 2. Holidays are accrued when the holiday occurs. Employees hired before September 30, 2008 shall also have the day after Thanksgiving as a holiday.

SECTION 3. Once holiday time has been accrued to an employee the employee may use it subject to the approval of a supervisor. Employees will be allowed to carry over into the next fiscal year 8 hours of accrued holiday time; however, any holiday carryover time not used by September 1st shall be forfeited.

SECTION 4. A holiday day is eight hours of leave with pay for full time employees. An employee who is scheduled to work a shift longer than 8 hours who opts to take the day off shall have their holiday balance charged for the number of hours they were scheduled to work.

SECTION 5. Any employee who is not regularly scheduled to work on a holiday, shall be paid time and one-half for all hours worked on a holiday listed in section 1 above (exclusive of the employee's birthday, Thanksgiving Day, and Christmas day). There shall be no pyramiding of pay.

SECTION 6. All employees who work on Thanksgiving Day and Christmas Day shall be paid two times (2x) their base rate of pay.

SECTION 7. All holiday hours/days not used by midnight on June 30 shall be forfeited.

SECTION 8. A holiday shall be the 24 hour period commencing at 12:01 a.m. and ending at midnight.

ARTICLE 8 **VACATIONS**

SECTION 1. Annual vacation leave with pay shall be earned by all regular full-time employees whose normal work week is thirty-six (36) hours or more in the following manner:

<u>Full years of Service</u>	<u>Hours Per Full Month of Continuous Service</u>	<u>Maximum Earned Hours Per Year of Continuous Service</u>
Date of Hire through 4th full year	6.65 hours	80 hours
More than 4 years through 6th full year	10 hours	120 hours
More than 6 years through 9th full year	10.66 hours	128 hours
More than 9 years through 12th full year	12 hours	144 hours
More than 12 full years	13.33 hours	160 hours

A vacation day refers to eight hours of leave with pay for full time employees.

SECTION 2. Vacation time must be used within one (1) year from the date when it accrues or it will be forfeited, unless other arrangements are approved in writing by the Director of Human Resources. Vacation leave may not be used until an employee has served a minimum of nine (9) months of continuous service. Accrued vacation earned prior to the implementation of this Agreement shall not be forfeited.

SECTION 3. Employees shall apply for vacation leave to the Director of EMS on a request for leave form. Vacations shall be scheduled by the Director of EMS in accordance with departmental requirements, giving preference to employee choice according to seniority within the department.

SECTION 4. Holiday and vacation day bids will be conducted prior to the start of new assignments. Requests for holiday or vacation time will be open for submission 30 days prior to the start of new assignments and will close 10 days prior to the start of new assignments. Management will award vacation and holiday bid time off 7 days prior to the start of new assignments. **Employees must bid for a minimum 24 hours of holiday time off during each bid period. Any aforementioned holiday hours unused at the end of the bid period will be automatically forfeited.** Seniority will be given preference for the holiday and vacation days bid during this period. Any other request for holiday or vacation time off must be made seventy-two (72) hours prior to the start of the requested shift off, will not be given seniority preference and is subject to the approval of a supervisor.

SECTION 5. In the event of an employee's death, his spouse, and/or beneficiary, and/or minor children shall receive, on the basis of the employee's current wages, full compensation of any accumulated vacation leave.

SECTION 6. Since the purpose of vacation leave is rest and relaxation, no additional salary shall be paid an employee in lieu of vacation.

SECTION 7. Vacation leave shall be determined by the length of continuous service as a full time employee working an average of thirty-six (36) hours per week or more. For purposes of computing vacation leave, employees who leave the Town service and are later restored shall be considered as new employees.

SECTION 8. Employees who resign in good standing or who are laid off for lack of work after employment of nine (9) months or more or who have retired from the Town service shall be paid for any unused vacation leave that has accrued to their last day of service. For the purposes of this Section, to resign in good standing, an employee shall give the Director of EMS a minimum of fourteen (14) days prior working notice unless the Town Manager agrees to permit a shorter period of notice. Said notice shall be in writing to the Director of EMS by the employee stating reasons for leaving the employ of the Town. Normally, leave time shall not be granted during said required period of notice.

ARTICLE 9

SICK LEAVE

SECTION 1. Amount of Sick Leave. Each regular full-time employee whose normal work week is thirty six (36) hours or more shall be eligible for sick leave with pay during and after his or her probationary period. Sick leave for regular full-time employees shall be computed on an hourly basis at the rate of 8 hours per month for each full month worked, or ninety six (96) hours per year with no limit on the number of hours accumulated for the purpose of illness as described in Section 2 below. Full-time employees hired before September 30, 2008 shall

be credited with 10 hours of sick leave per month. Sick leave shall be charged in units of not less than fifteen (15) minutes.

SECTION 2. Use of Sick Leave. Sick leave may be used for the following purposes:

- A. Personal illness or physical incapacity.
- B. Enforced quarantine in accordance with health regulations.
- C. For illness or physical incapacity in the employee's immediate family, limited to three (3) days for each illness.

SECTION 3. Proof of Illness.

- A. In the event of three (3) or more consecutive days of absence on authorized sick leave, a doctor's certificate or other proof of illness shall be required, prior to the return to work.
- B. In the event of more than three (3) one (1) or two (2) day absences on authorized sick leave, a doctor's certificate or other proof of illness shall be required, prior to the return to work.
- C. The Town may investigate any absence for which sick leave is requested.

SECTION 4. Report of Illness. On the first and each subsequent day of absence from work due to illness, the employee shall report his or her illness to his immediate supervisor not later than three (3) hours before his or her scheduled work assignment. In the absence of an on-duty supervisor, an employee shall follow the notification procedures in the General Procedures. The immediate supervisor shall initiate an absence report form and forward such form to the Human Resources Department after the employee's return and it shall become part of the employee's personnel file.

SECTION 5. Sick Leave Accumulation Upon Retirement. Any employee who is at least 55 years old and has 10 years of service as an employee of the Town, who retires from the Town service on, after, or before his or her normal retirement date, shall have one-quarter of his or her total accumulation of sick leave time transferred to his or her vacation time for the purpose of separation pay at the current rate of pay. (e.g. 1/4 of 960 hours = 240 hours).

SECTION 6. Sick Leave Accumulation Upon Termination. Upon termination in good standing, for employees who do not meet the definition of Retirement in Section 5 above, one-quarter (1/4) of the employee's total accumulation of sick leave shall be transferred to the employee's balance of unused vacation time for the purpose of separation pay up to a maximum of one hundred and sixty (160) hours. Termination in good standing means that the employee has voluntarily resigned his/her employment and given the employer at least two (2) weeks of notice.

SECTION 7. Payment Upon Death. In the event of an employee's death, his spouse, and/or beneficiary, and/or minor children shall receive, on the basis of the employee's current wages, full compensation of any unused accumulated sick leave to a maximum of nine hundred and sixty (960) hours as severance pay.

SECTION 8. Sick Leave Policy.

Sick leave is not to be used to extend vacations or to be treated as a personal day or day off. Regular doctor's office visits for physical examinations, dental exams, eye exams, etc. are not proper uses of sick leave. Regular doctor's office visits for physical, dental or eye examinations may be properly charged to personal leave or vacation leave. Medical examinations for treatment of an ongoing illness or condition may be charged to sick leave.

The Town bears a great expense when an employee is absent from work. In some instances, the Town not only loses the employee's contribution for that day, but also incurs the cost of replacing that employee on an overtime basis. It is expected that employees will need to use sick leave at some point during their careers with the Town, but it must be stressed that their attendance is critical to the proper functioning of government and the delivery of services to the residents of Enfield.

Employees absent from work for more than three (3) consecutive days will be notified that they are being placed on Family and Medical Leave.

Investigation of Sick Leave Usage. The Town reserves the right to investigate any use of sick leave for which a supervisor determines that there might be an abuse of sick leave. An abuse of sick leave is the use of sick leave for any purpose other than that which is allowed above or by contract. An abuse of sick leave will result in disciplinary action regardless of whether or not the employee has received a notice of sick leave usage, as described below.

Neutral Attendance Policy. Absences beyond six (6) occurrences of sick leave in a year is considered excessive and will be addressed as follows:

- a. Each employee's attendance will be reviewed in January of each year for the previous calendar year. If an employee has had more than six occasions of sick leave in the previous calendar year (exclusive of any sick leave taken while the employee was on Family and Medical Leave Act leave). An occasion can be part of one day, one day or the use of sick leave for multiple days as long as they are consecutive and not interrupted by a return to work or use of another form of

leave or leave without pay. The department head or his designee will meet with the employee and discuss the excessive amount of sick leave. In the absence of extraordinary circumstances, the department head will issue the employee a notice of sick leave usage, which will state that the employee's use of sick leave will be monitored for the next six (6) months. In the event that the employee has more than three (3) occurrences during the six month period of time that the employee is being monitored the employee will be subject to disciplinary action, which shall include as a minimum a one (1) day suspension without pay. Prior to the issuance of a suspension letter the department head or his designee will meet with the employee to again discuss the excessive absences. If the employee's attendance fails to improve over the next six (6) month period using the above standard, additional disciplinary action, up to and including, the termination of employment may be imposed. Again, this notice will be issued to the department head for issuance to the employee.

b. Extraordinary circumstances for which a department head or his designee may determine that a sick leave usage or disciplinary action notice will not issue include:

- the need for an employee to attend repeat therapy sessions for the same injury,
- a re-occurring serious illness
- a need for ongoing medical treatment for an illness
- or other reasons which in the department head's judgment, justify excusing the employee from their regular duties during work hours for treatment.

Proof of Illness. The Town may investigate any absence for which sick leave is requested and a doctor's certificate or other proof of illness shall be required upon request from the employee's department head.

Report of Illness. On the first day of absence from work due to illness, the employee shall report his illness to his immediate supervisor not later than thirty (30) minutes after his scheduled work assignment. Department heads may require greater notice for their individual departments. The immediate supervisor shall initiate an absence report form and forward such form to the Human Resources Department after the employee's return and it shall become part of the employee's personnel file.

ARTICLE 10

OTHER LEAVES

SECTION 1. Injury Leave. Injury leave, as distinguished from sick leave, shall mean leave with pay given to an employee due to absence from duty due to an accident or injury that occurred while the employee was engaged in the performance of his or her duties. Injuries arising out of an accident in the course of employment and while engaged in the performance of one's duties shall be reported immediately by the employee to his supervisor who shall make a full report on an Accident Report and Investigation Form to the Human Resources Director. Receipt of this report shall be a condition of payment of injury leave benefits. No payments shall be made if the accident

or injury shall have been due to intoxication or willful misconduct on the part of the employee. In the event that an employee covered by this Agreement is injured while at work and, as a consequence of said injury, receives Workers' Compensation disability pay, said employee shall receive Workers' Compensation and supplemental pay so that the employee shall be compensated at the employee's regular rate of pay prior to such injury or disease for a period not to exceed twelve (12) months. At the end of said twelve (12) months, such supplemental benefits shall cease. In the case of injuries causing temporary disability for periods of time less than seven (7) calendar days which are not wholly compensable under the Workers' Compensation insurance, the Town shall pay the employee's regular salary during the period of such absence. Lost time under injury leave shall not be charged to vacation or sick leave accruals. All employees shall continue to accrue seniority while on injury leave. It is recognized that the Town has a need to be informed of the status of an employee who is absent due to an injury compensable under worker's compensation. Therefore, the employee will comply with reasonable requests for reporting to his supervisor during any such period of absence.

SECTION 2. Jury Duty. Regular employees shall be granted leave of absence with pay for required jury duty. In such cases, the employee shall receive that portion of his regular salary which will, together with the jury pay, equal his regular salary for the same pay period. The employee shall notify his Department Head of the scheduled jury duty in advance on a request for leave form as provided in Article 6, Section 3. Employees on the night shift shall receive jury duty leave for the night shift before the day of jury duty and the night commencing on the day of the jury duty. When an employee scheduled for jury duty discovers before the commencement of the shift for which the employee has been granted jury duty leave the employee may opt to work his/her regular shift and not receive jury duty leave, in which case the employee who was scheduled to work in lieu of the employee on jury duty leave shall be relieved of that shift. If the employee who was scheduled for jury duty leave discovers that he/she is relieved from jury duty prior to the commencement of the shift for which he/she is scheduled for jury duty leave and opts not to work, the shift for which he/she has been granted jury duty leave he/she must use other accrued paid leave for that such and his/her jury duty leave will be rescinded.

SECTION 3. Funeral Leave. All full time employees working an average of thirty-six (36) hours per week over a 52 week period are eligible for three (3) days special leave with pay for death in the immediate family of an employee or the immediate family of his/her spouse. "Immediate family" for the purposes of this clause, is defined as parents, grandparents, spouse, brother, sister, child, brother-in-law, sister-in-law, aunt, uncle and any relation who is domiciled in the employee's household. A day, for the purposes of this section, shall be defined as an eight hour period for full time employees. The eligible period to use Bereavement shall commence the day following the date of death and conclude seven (7) days after the date of death.

SECTION 4. Military Leave.

- A. A regular, full-time employee working an average of thirty-six (36) hours per week over a 52 week period, participating in required field training in the Federal Reserve or National Guard shall be entitled to absent himself from his Town duties while engaged in such required field training. During this period, the employee shall be paid the difference, if any, between his regular and military salary. Military leave shall not exceed thirty (30) days in any calendar year. An employee participating in such reserve military training shall give his supervisor or Department Head sufficient advance notice on a request for leave form.
- B. Employees entering the military service of the United States shall be entitled to indefinite leave without pay.
- C. On return from military service, an employee shall be reinstated in his former job and shall receive credit for the yearly increments awarded during his absence on military service provided that he reports for duty within ninety (90) days of his discharge from military service or from hospitalization arising from such service.
- D. The Town will pay to the employee's retirement fund the employer's annual assessment.
- E. No employee shall lose any seniority standing because of military service, including service in the National Guards or organized reservists.

SECTION 5. Training. With approval of the Town Manager, leave of absence with pay may be granted by the Department Head for the purpose of allowing a regular employee to participate in conferences, seminars, training courses, and official meetings which enhance the employee's value to the Town. If two or more employees request such leave at the same time, and only one employee can be accommodated, the leave shall be granted on the basis of a rotating seniority.

SECTION 6. Personal Leave. All full time employees working an average of thirty-six (36) hours per week over a 52 week period or more shall be eligible for a leave of absence with pay for a maximum of thirty-six (36) (effective July 1, 2019) hours per year, non-cumulative for the purpose of attending family obligations or other personal business which necessitates his or her attendance. An employee shall apply to his/her supervisor on a request for leave form in accordance with the provisions of Article 6, Section 3.

SECTION 7. Family Medical Leave. An employee may be granted a leave of absence without pay, in accordance with the Town of Enfield Family Medical Leave Policy (attached as Appendix F).

SECTION 8. Leave Without Pay. When the interest of the Town can be benefited, the Town Manager may grant a leave of absence without pay to an employee. The employee's position shall remain vacant, or be filled by a temporary appointment, until the expiration of such leave. Such leave shall not exceed a total of two (2) months, unless extended by the Town Manager. Employees returning from leave without pay will be assigned a shift assignment by the EMS Director until the next shift bid.

SECTION 9. Benefits While on Leave. If an employee is either on an approved leave of absence without pay for more than ten (10) working days in any calendar month, or is absent without leave for one (1) or more days in any

calendar month without securing subsequent authority for such leave, he shall not accrue vacation or sick leave for that month. Any holiday occurring in conjunction with absence without leave, or without pay shall be forfeited by the employee. For any employee who is granted a leave of absence without pay, except for Family Medical Leave under Section 7, for a period that exceeds one calendar month, such employee's insurance benefits shall terminate on the first of the month following unless such employee requests that his or her insurance benefits be continued and submits the full premium costs (both the employee's and employer's share to be paid by the employee) for such benefits to the Town for the period of such absence in a manner prescribed by the Human Resources Department. Sick and vacation leave will not accrue for any employee who is out of work for thirty (30) calendar days on a worker's compensation leave until said employee returns to work, either at regular duty or light duty capacity.

SECTION 10. Absence Without Leave. An absence of an employee from duty, including an absence for a whole or part of a day, that is not authorized by a specific grant of leave of absence under the provisions of this Agreement shall be deemed an absence without leave. Any such absence shall be without pay and will be subject to disciplinary action. Any employee who is absent from work for two (2) consecutive work days, or on two (2) separate occasions without notifying his or her Department Head of the reason for such absence or absences shall be considered to have resigned from the Town service and shall be terminated.

ARTICLE 11

HOURS OF WORK

SECTION 1. The regular hours of work for all full time bargaining unit employees shall be, on average, thirty six (36) hours or more per week. Schedules of hours, as determined by the Director of EMS, will be posted and bid every four (4) months, in accordance with EMS General Procedures, as amended from time to time. Employees are required to provide their department with a current telephone number that they can be contacted on both on and off duty.

SECTION 2. The employer reserves the right to hold employees over at the end of their shift to ensure adequate staffing. ~~Hold over shall be a maximum of three (3) hours as long as the employee doesn't work more than 18 continuous hours.~~ **Employees will not be held over if such hold over results in employee working more than 18 continuous hours. Hold overs shall not exceed 6 (six) hours; in the event that employee is held longer than 3 hours, employee shall be paid two times (2X) their regular base hourly rate for additional hours.**

SECTION 3. Overtime assignments will be made in accordance with the EMS General Procedure 2.10, as amended from time to time.

SECTION 4. Other Schedules or exceptions to the normal work week and/or work day, including flexible hours, may be required depending on the needs of the department and Town.

SECTION 4A. The Town reserves the right to schedule special assignments such as tactical team assignments, bike patrols, etc. Selection for such assignments shall be made solely at the discretion of the EMS Director. Fitness qualifications for such assignment shall be made at the discretion of the Town.

SECTION 5. The service week is a period beginning at 0000hours Sunday and ending at 2359 hours the following Saturday.

SECTION 6. Employees will be required to punch in at the start and end of each shift.

SECTION 7. Shift swaps will be permitted pursuant to the EMS General Procedures, as amended from time to time.

SECTION 8. Employees working during the hours of midnight and 5am will not be assigned tasks in the station other than those necessary to maintain vehicles in a ready state. In the event that a task is assigned before midnight it must be completed even if that will require the employee to complete the task after midnight.

ARTICLE 12

COMPENSATION FOR OVERTIME WORK

SECTION 1. Payment for Overtime

- A. Employees shall be compensated for overtime work at the following rates, payable for the pay period in which the overtime was incurred so that the next immediate succeeding pay check includes such compensation:
 - a. At one and one-half (1 1/2) their regular rate of pay for any time that is more than forty (40) hours actually worked in one (1) week.

SECTION 2. Approval and Computation of Overtime

- A. Overtime shall be compensated only when such overtime worked has been properly authorized by the Director of EMS or his designee.
- B. For the purpose of computing overtime hours in excess of the basic work week, hours paid but not worked on holidays, vacation or personal leave shall not be counted as hours worked.
- C. When an employee is called in to work outside his/her regularly scheduled working hours and is eligible for overtime payment under Section 1 above, he or she shall be paid for all hours worked.
- D. When an employee is mandated for a shift outside his/her regularly scheduled working hours with less than 5 days' notice, he or she shall be paid two time (2x) their regular base hourly rate of pay for that shift.
- E. If, at managements discretion, an employee is moved from his/her normally assigned shift to another shift of a different day, with less than 5 days' notice, he or she shall be paid at one and one half (1.5x) their regular base hourly rate of pay for that shift.
- F. If an employee is moved from one shift to another shift that is on the same day, he or she shall receive forty-eight hours (48 hours) notice of the change unless the move is by mutual agreement.

SECTION 3. Use of Supplemental Staffing

- A. The Town reserves the right to use supplemental staffing to fill staffing vacancies on ambulances in the event that no Enfield EMS Department member is available. Members include all supervisory staff, full time employees, and part-time employees. The Town will continue to fill staffing vacancies in normally scheduled shifts in accordance with the EMS Department General Procedures.
- B. The Town may place additional ambulances (not normally scheduled in the bid process) in service at any time, staffed by qualified fire or police department personnel. These additional ambulances may be utilized during a town or state declared emergency, periods of excessively high call volume, or any other situation that is unusual and causes system strain, determined by the Chief of EMS or designee.
- C. The Town may use fire or police service members as a third crew member on an ambulance whenever needed.
- D. The Town's ability to use mutual aid with any service provider, including the fire services of the Town, is not diminished by this agreement.

ARTICLE 13 EMERGENCY MEDICAL SERVICES RESPONSIBILITIES

SECTION 1. The Town and the Union recognize that all of the positions in the IAEP Bargaining Unit, Local R1-717, NAGE, SEIU, are and have always been emergency medical responder positions. The Unit is obligated to ensure that its members, as emergency medical responders, actively support the efforts of the Town Administration to maintain essential Town services in times of emergency and, at such times, to work to minimize the critical hardship that may otherwise befall the Town's residents.

ARTICLE 14 WAGES AND CLASSIFICATIONS

SECTION 1. The Classification and Salary Plan in effect prior to the application of the general wage increases set forth below is attached to this agreement as Appendix "A."

SECTION 2. WAGES FOR FISCAL YEAR 2018-2019 2021-2022 Effective and retroactive to July 1, 2018 2021 all rates of pay in effect on June 30, 2018 2021 shall be increased by a one-time market adjustment in accordance with Appendix A.

SECTION 3. WAGES FOR FISCAL YEAR 2019-2020 2022-2023. Effective July 1, 2019 2022 all rates of pay in effect on June 30, 2019 2022 shall be increased by three percent (3%). (Schedule attached as Appendix A).

SECTION 4. WAGES FOR FISCAL YEAR 2020-2021 2023-2024 Effective July 1, 2020 2023 all rates of pay in effect on June 30, 2020 2023 shall be increased by three percent (3%). (Schedule attached as Appendix A).

SECTION 5. All employees will be paid through direct deposit and will furnish the Finance Department the necessary information to arrange for said deposit.

SECTION 6. Employees shall only be eligible for retroactive pay if they were employed by the Town on the effective date of the pay increase and at the time of ratification of this agreement by the Enfield Town Council.

SECTION 7. The Town may elect to switch to a two week payroll.

SECTION 8. Employee's will be chosen as Field Training Officer's (F.T.O.'s) at the discretion of the Director of EMS. While precepting new paramedics, training new employees during their first 48 work hours or precepting paramedic students from an approved training program, the F.T.O.'s will be paid one dollar and fifty cents (1.50) ~~50~~ cents per hour in addition to their regular hourly wage.

SECTION 9. ~~Effective upon Union contract ratification and adoption by the Enfield Town Council, e~~ Employees will be given credit for each full year of full-time experience, up to 5 years, that they had before their employment with the town. Experience must be at the employee's current level, either EMT or Paramedic. For each year of credit, they will advance 1 step on their respective pay scale in Appendix A. The employee will be eligible for his/her step increase the next month following his anniversary date of hire with the Town. This credit does not apply to seniority or any other benefit under the contract.

ARTICLE 15 **INSURANCE**

SECTION 1. Health Insurance. The Town shall provide the following insurance program for those full-time employees and their eligible dependents who choose to enroll in such insurance programs. For the purpose of this Agreement a full time employee is one who works on average 36 hours per week or more over a 52 week period. The Town will provide the following High Deductible Health Care Plan with a Health Savings Account option for those qualified employees (and their eligible dependents) who enroll in such insurance program.

Effective July 1, 2016 the Town shall provide the following insurance program for those employees and their eligible dependents that choose to enroll in the High Deductible/Health Savings Account plan ("HSA plan"). The new plan may require precertification for certain in-patient and outpatient services. Full details of the group health insurance benefits outlined herein are available for your review in the Department of Human Resources.

In addition, the following terms apply:

The Town will fund fifty percent (50%) of the applicable HSA deductible amount. The full amount of

the Town's contribution toward the deductible will be deposited in the HSA accounts on or before July 15th of 2016.

Effective July 1, 2017 and every year thereafter, the full amount of the Town's contribution toward the deductible will be deposited in the HSA accounts on or before July 15.th

Employees acknowledge that the Town's HSA contributions are not an element of the underlying health insurance plan, but rather relate to the manner in which the deductible shall be funded for active employees.

SECTION 2. Employee Contributions Towards Insurance Program.

Effective July 1, 2018, bargaining unit members shall be required to contribute fifteen (15%) of the cost of his or her insurance coverage through payroll deductions.

Effective July 1, 2019,¹ bargaining unit members shall be required to contribute sixteen (16%) of the cost of his or her insurance coverage through payroll deductions.

Effective July 1, 2020,² bargaining unit members shall be required to contribute seventeen (17%) of the cost of his or her insurance coverage through payroll deductions.

SECTION 3. Effective January 1, 2009 an employee who is covered under alternate health insurance that is not provided by the Town of Enfield or the Enfield Board of Education may elect in writing, on a form provided by the Town, to waive coverage under the Town's health and dental insurance programs. An employee eligible for individual health and dental coverage under the Town's plan who waives same shall receive \$500; an individual eligible for health and dental coverage for 2 persons who waives same shall receive \$1,000; an individual eligible for health and dental coverage for more than 2 persons shall receive \$1,500. The employee must waive both health and dental insurance to be eligible for this benefit. This benefit will be paid to employees in the first pay period of December annually. A pro rata amount will be paid to eligible employees based on the number of months, and level of coverage, in the calendar year that they have declined health insurance for themselves, their spouse and dependents.

SECTION 4. Life Insurance. The Town shall pay the full cost of group life insurance in the amount of \$50,000 for each employee. Retirees shall receive life insurance in the amount of \$3,000 paid by the Town.

¹ This rate only applies to employees who have actively participated and met the requirements of the Town's wellness program for the previous year as determined by the Town. Employees that have not met the requirements are expected to pay 20.8%.

² This rate only applies to employees who have actively participated and met the requirements of the Town's wellness program for the previous year as determined by the Town. Employees that have not met the requirements are expected to pay 22%.

SECTION 5. Accidental Death and Dismemberment. This insurance, in addition to the life insurance plan, is payable if an employee suffers any of the losses listed below as a result of and within ninety (90) days from the date of an accident occurring while insured as provided by the insurance contract then in force. The Town shall pay the full premium for such coverage. For loss of:

Life.....	\$30,000
Both Hands, Both Feet or Sight of Both Eyes.....	\$30,000
Any Combination of Foot, Hand or Sight of One Eye...	\$30,000
One Hand, One Foot or Sight of One Eye.....	\$15,000

SECTION 6. Change of Carriers. The Town may from time to time change the carriers for any of the insurance programs, provided that the benefits shall be equivalent or better than those currently provided.

SECTION 7. Blue Cross 65/ Blue Shield 65 - Retired Employees.

- A. Eligibility. Any employee who worked for the Town until at least age 55 and had 10 years of employment with the Town and who retired with benefits under the Pension Plan provided by Article 16 of this Agreement shall be eligible for BC/BS 65 upon attaining age 65.
- B. Enrollment. Employees enrolled in the Town's group Blue Cross/Blue Shield plans shall automatically be enrolled in the Town's BC/BS 65 Plan for retirees. Retirees not enrolled in the Town's group BC/BS plans shall apply for membership in the Town's BC/BS 65 Plan upon attaining age 65.
- C. Type of Plan and Benefits. The hospital and medical insurance plan shall be the Connecticut Blue Cross 65/ Blue Shield 65 Plan as prescribed by the Blue Cross/ Blue Shield contract in force.
- D. The Town shall pay the full Connecticut Blue Cross 65/ Blue Shield 65 premium of each subscribing retiree.
- E. Eligible Retirees, referenced in Art. 15.9. A, shall be able to purchase Blue Cross/ Blue Shield 65 coverage for their spouses at the Town's group rate. Early retirees shall be able to continue coverage for themselves and dependents provided that they pay the COBRA rate for such coverage in a timely manner.

ARTICLE 16

PENSION

SECTION 1. Employees are provided with retirement benefits under the Town of Enfield Pension Plan. Any changes made in the Plan which would decrease the benefits available to the employees or increase the rate of contribution by employees shall be done only through collective bargaining. A copy of the Pension Plan shall be provided to the Union.

SECTION 2. Employees shall be provided with an annual statement reflecting their current retirement status.

SECTION 3. All employees must join the Town pension plan once they become eligible for said plan and they must remain participants of the plan while employed by the Town.

ARTICLE 17
SENIORITY

SECTION 1. Seniority shall be defined as an employee's length of continuous service with the Town since the most recent date of hire. Seniority of employees hired on the same day shall be determined by their pre-employment written test score. The Director of EMS shall establish a seniority list, post same on the intranet, and update it prior to each bid. Any objection to the accuracy of the list must be raised by the Union within ten (10) days of the update of the list.

SECTION 2. An employee's total seniority will be diminished by one-half any/each time an employee upgrades classification (EMT to paramedic) or any/each time they change status from part-time to full-time. Employees who change status for the purposes of pursuing EMS related education shall not have their seniority reduced.

SECTION 3. The first seniority list under this contract will be the seniority list in existence at the time of the signing of the contract. All seniority balances in effect at that time will be carried forward. These balances will only be subject to Section 2 above after the signing of the contract.

ARTICLE 18
PROBATIONARY PERIOD

SECTION 1. Purpose. The probationary or working test period shall be regarded as an integral part of the examination process and shall be utilized for closely observing the employee's work for securing the most effective adjustment of a new employee whose performance does not meet the required work standards.

SECTION 2. Duration of the Probationary Period. All new employees shall be required to complete successfully a working test during a probationary period as follows:

- A. Employees shall serve a probationary period of nine (9) months for original appointments. Employees promoted from EMT to paramedic will serve a six (6) month probationary period, which will begin once Medical Control is granted. Employees that fail to successfully complete their promotional probationary period may be returned to the lower classification (EMT), unless there is just cause for the employee's dismissal. If the employee was a full-time EMT prior to the promotion, said employee may return to that position. If no position is available, the Chief will designate him/her to a part-time EMT position until a full time position becomes vacant.
- B. Extensions of the above probationary periods not to exceed two (2) months may be granted by the Human Resources Director upon request of the Director of EMS. In the event that the Human Resources Director extends an employee's probationary period he shall notify the employee and the Union in writing of same

SECTION 3. Interruption of the Probationary Period. No leave from service during the probationary period, with or without pay, shall be counted as a part of the total probationary service required, unless otherwise recommended by the appointing authority and approved by the Human Resources Director.

SECTION 4. Dismissal During Probationary Period for New Hires. At any time during the probationary period the appointing authority may remove an employee if, in the opinion of the appointing authority, the working test indicates that such employee is unable or unwilling to perform the duties of the position satisfactorily. Upon such removal, the appointing authority shall report to the Human Resources Director and to the employee removed his actions and reasons therefore. No appeal is allowable from dismissal during the probationary period.

ARTICLE 19

LAYOFF PROCEDURE

SECTION 1. Layoff Permitted. An appointing authority, with the approval of the Town Manager, may layoff an employee whenever it is deemed necessary by reason of shortage of work or funds, the abolition of the position, material change in the duties of the organization, or for other related reasons which are outside the employee's control and which do not reflect discredit on the service of the employee.

SECTION 2. Layoff Procedure. In the event of a layoff, an affected employee shall receive three (3) weeks written advance notice.

SECTION 3. Order of Layoff. In the event of layoffs within a particular classification and status, employees in that classification and status shall be laid off in reverse order of seniority with probationary employees subject to layoff first. In lieu of layoff, an affected employee may elect to displace the least senior employee in any equal or lower classification in the bargaining unit, regardless of status, for which the employee meets the requirements of the position.

SECTION 4. Recall. Employees who are laid off shall have recall rights for a period of one (1) year and six (6) months from the date of layoff and only to the classification and status from which the employee was laid off. The most senior employee in the classification and status laid off shall be the first employee called back provided he is presently qualified to perform the work and meets all job requirements in the job classification to which he is recalled without further training beyond orientation. Employees shall have two (2) weeks from the date the Town sends a notice of recall to the employee at his last known address, via certified mail, to return to the job. Employees returning from lay off status shall have their seniority, benefits accrual rate, and rate of pay restored, including any contractual raises that were issued during the layoff to levels he/she had prior to the lay off. There will be no retroactivity in compensation for employees returning from a lay off.

ARTICLE 20

VACANT POSITIONS

SECTION 1. When the Town determines that a vacancy or new position within the bargaining unit shall be filled, the vacancy or new position shall be “posted” for a period of ten (10) calendar days and filled within a reasonable time thereafter. The posting of this position shall be done via email to each member of the bargaining unit and each member shall have ten (10) calendar days from the date the email posting is sent to reply via email if they wish to bid on the vacancy or new position.

SECTION 2. Seniority shall be a factor after the Town has assessed the skills and abilities of the bargaining unit candidates and when the skills and abilities of such bargaining unit candidates have been deemed by the Town to be equal. When such is the case, the Town shall appoint the most senior employee to the vacancy or new position.

ARTICLE 21

SAFETY AND HEALTH

SECTION 1. The Town Agrees to provide a safe work environment for all employees.

SECTION 2. A joint safety committee shall be formed by the Town and the Union and said committee shall meet to review and recommend safety and health conditions. The Union shall designate one member to represent the Union on the safety committee and the Town shall endeavor to relieve said member from duty to attend said meetings.

SECTION 3. The Town shall provide, free of charge to the employee, medical injections for immunizations from the common and contagious diseases during the period of time generally recommended by the medical community and any immunizations required by law for EMS employees. Dates will be determined in advance, whenever possible, to assure employees will receive the injections at the most effective times.

SECTION 4. Smoking shall be prohibited in the workplace and in any Town vehicle. In addition employees are prohibited from smoking during any phase of any call, while engaged in any drill and/or training; or while dealing with the public. Employees who smoke in designated areas shall clean up all smoking by-products after use.

ARTICLE 22

NONDISCRIMINATION

SECTION 1. Neither the Town nor the Union shall discriminate against any employee on the basis of race, color, religion, national origin, age, sex, marital status, sexual orientation, physical or mental disability, union activity or political activity, or any other non-job related characteristic. Whenever the male gender is used in this Agreement, it shall be construed to include equally both male and female employees.

ARTICLE 23

NO STRIKE - NO LOCKOUT

SECTION 1. No Strike. The Union, its officers, agents or employees agree that they will not instigate, promote, sponsor, engage in or condone any strike (including sympathy strikes), slowdown, or any other concerted stoppage

of work. Employees who are not on duty maintain their right of freedom of expression provided there is no breach of this Section.

SECTION 2. No Lockout. The Town will not instigate a lockout over a dispute with the Unit so long as there is no breach of Section 1 of this Article.

ARTICLE 24 **MISCELLANEOUS**

SECTION 1. Evaluations. Employees shall be given a copy of their annual evaluation form at the time they are required to sign it.

SECTION 2. Copies of Agreement. The Town will post a copy of this Agreement on the intranet within thirty (30) days after the effective date of this Agreement. New employees will be informed of the intranet posting at the time of hire.

SECTION 3. Deferred Compensation Plan. The Town shall continue established procedures for enrolling members of the bargaining unit in the deferred compensation plan(s). Participation in this plan shall be at the discretion of each individual employee.

SECTION 4. Tuition Reimbursement. Employees with six (6) months of continuous service may apply for an educational refund for a course or seminar for a certificate or toward a degree at an accredited college.

- A. The employee must submit to the Director of EMS for his approval (prior to the commencement of the course) a description of the course to be taken and a degree to which the course is credited, if applicable. This application must then be submitted to the Human Resources Director and Town Manager for approval.
- B. The Human Resources Director or Town Manager has the prerogative to approve or disapprove such application depending on the nature of the course taken and the degree which is being matriculated for, and its relevancy to the employee's position in the Town.
- C. When the application is approved, the employee will be reimbursed eighty (80) percent of tuition cost up to \$400.00 (not including books) sixty (60) days after the submission of passing grades. The maximum allowance per year will be \$800.00 per employee.
- D. The Town reserves the right to limit the education refund program based on availability of funds.

SECTION 5. Professional Fees and Licenses. All employees must maintain their required certifications at all times. All employees must successfully complete all training assigned by the Director of EMS. The Town agrees to provide the following training on duty time: ACLS, PALS, CPR, and the EMT refresher course at no cost to the employee. The town further agrees to reimburse each paramedic the annual state license renewal fee. Paramedics

must have successfully completed their probationary period to be eligible for reimbursement. Requests for reimbursement must be given to Management within 45 days of the payment date.

SECTION 6. Uniform Allowance.

- A. Effective on July 1st following ratification, the annual uniform allowance per Enfield EMS General Policies and Procedures shall be paid \$450.00 gross to the employee before deduction of all Federal and State Payroll deductions. At all times, employees must be able to maintain a serviceable uniform as determined by the EMS Chief or their designee.
- B. New Employees will be issued a standard uniform per the General Policies and Procedures. Employees will be allowed a pro-rated uniform payment once his or her probationary period has been successfully completed. The pro-rated allowance will be based on the amount of months left in the fiscal year.
- C. Employees must refer to the Enfield EMS General Policies and Procedures for a specific list of approved uniform items and approved vendors for customization, as amended from time to time.
- D. The following uniform items will be issued as the standard uniform for all new full-time employees:
 - Pants- Quantity 3
 - Shirts (Polo style or Class B)- Quantity 3
 - Job shirt- Quantity 1
 - Winter Jacket- Quantity 1
 - Baseball cap- Quantity 1

ARTICLE 25
SAVINGS CLAUSE

SECTION 1. Should any article, section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or the Connecticut State Board of Labor Relations, such decisions shall apply only to the specific article, section or portion thereof directly related to the decision. Upon issuance of such a decision, the parties agree, where applicable, to negotiate a substitute for the invalidated article, section or portion thereof.

SECTION 2. This contract represents complete collective bargaining and full agreement between the parties as to rates of pay, wages, hours of employment, benefits, pensions, or other conditions of employment which shall prevail during the term of this agreement.

ARTICLE 26
FSA AND CHET PLANS

SECTION 1. The Town's flexible spending account and section 125 plan will be made available to the employees per the Agreement between the Town and the carrier. The monthly participant costs and annual fees, if any, for this plan shall be borne by the employees opting to enroll in the account and plan. Enrollment is optional to all employees covered by this agreement.

SECTION 2. The Town will provide for payroll deduction of contributions to the Connecticut Higher Education Trust fund for all employees who wish to contribute to this fund.

ARTICLE 27

SUBSTANCE ABUSE TESTING

SECTION 1. The purposes of this policy are as follows:

- A. To establish and maintain a safe, healthy working environment for all employees and to protect the public;
- B. To insure the reputation of the Town of Enfield EMS Department and its paramedics and EMT's as good, responsible citizens worthy of the public trust;
- C. To reduce the incidents of accidental injury to person or property;
- D. To reduce absenteeism, tardiness and indifferent job performance; and
- E. To provide assistance toward rehabilitation for any employee who seeks help in overcoming any addiction to, dependence upon, or problem with alcohol or drugs.

SECTION 2. Definitions

- A. Alcohol or alcoholic beverage-means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohol, including methyl and isopropyl alcohol.
- B. Drug - means any substance (other than alcohol) capable of altering the mood, perception, pain level or judgment of the individual consuming it.
- C. Prescribed drug-means any substance prescribed for the individual consuming it by a licensed medical practitioner.
- D. Illegal drug - means any drug or controlled substance, the sale, possession or consumption of which is illegal.
- E. Supervisor-means any Supervisor or the Director of EMS or his designee.

SECTION 3. Basis for testing

- A. Random drug testing-the Director of EMS shall determine the number of employees to be tested on an annual basis. Not more than 25% of employees shall be randomly selected per test. An independent testing agency shall select employees to be tested by a computer generated process not more than four times per year.

B. Reasonable suspicion testing - an employee may be required to undergo testing based on "reasonable suspicion". Reasonable suspicion shall mean when objective facts and observations are brought to the attention of a supervisor, based on the reliability and weight of such information, such that the supervisor can reasonably infer that, or suspect that, the employee is using illegal drugs, is abusing prescribed drugs, or is reporting for duty (or on duty) under the influence of alcohol or drugs. Reasonable suspicion must be supported by specific facts which may include, but are not limited to: the appearance, speech, behavior, body odors, of the employee; reports and observations of the employee's drug related activities, such as purchase, sale or possession of illegal drugs; association with known illegal drug dealers or users; observation of the employee at known illegal drug or suspected illegal drug related locations; an otherwise unexplained change in the employee's behavior or work performance; an observed impairment of the employee's ability to perform his or her duties.

If the employee is ordered to undergo a reasonable suspicion drug and/or alcohol test he shall be given a brief verbal statement of the basis for the reasonable suspicion. A verbal directive to submit to such test shall be confirmed in writing, but the testing shall not be delayed pending the issuance of the written directive.

SECTION 4. Testing procedures - Testing shall be performed by a licensed laboratory or third party administrator who is trained and/or certified to perform testing. Testing will be done with due regard for chain of custody and for the employee's right to privacy, subject to standard testing protocols to insure a valid sample.

Testing for alcohol shall be by breathalyzer and, if positive, there shall be a re-confirming test after fifteen minutes. Testing for drugs shall be by urine testing.

For urine testing, the sample will be split into two parts. An employee whose drug test results in a positive report may, within forty eight hours of receiving notification of such result, request in writing to the Director of EMS that the second part of the sample be made available for re-testing at a licensed laboratory of the employee's choosing. The second part of that sample shall be transferred to that laboratory in such a manner as to insure the proper chain of custody. The second test performed at the employees' request, shall be at the employee's expense. If the second test is negative, the positive test shall be null and void and the Town shall reimburse the employee for the cost of the second test.

SECTION 5. Interference with or refusal to submit to testing - any alteration, switching, substituting or tampering with a sample or test given under this policy by any employee shall be grounds for immediate suspension and subsequent disciplinary action which may include discharge. The refusal by an employee to submit to a drug or alcohol screening test pursuant to the provisions of this policy, or to cooperate in providing

information needed in connection with the testing, shall result in the employee's immediate suspension without pay and subsequent disciplinary action which may include discharge.

SECTION 6. Rehabilitation - the opportunity for rehabilitation shall be granted once for any employee who:

- A. voluntarily admits to alcohol or drug abuse prior to testing, or
- B. tests positive for alcohol or abuse of legally prescribed drugs for the first time.

The employee shall use accumulated sick or vacation leave for the period of any absence for the purpose of rehabilitation. All treatment will be at the sole expense of the employee, to the extent that it is not covered by the employee's health insurance. As part of any rehabilitation program, the employee may be required to undergo periodic screening for drugs and/or alcohol for a period of 36 months (up to 48 months if recommended by the Substance Abuse Professional) after his return to duty. The frequency of this testing will be at the discretion of the Director of EMS. This testing is in addition to random testing which the employee will continue to be subject to. If after screening, the employee tests positive, he will immediately be suspended without pay and will be subject to discharge.

Nothing in this policy shall preclude disciplinary action against an employee who is involved in any drug/alcohol related misconduct.

SECTION 7. Consequences of a positive test - the consequence of a positive test shall be as follows:

- A. For use of an illegal drug or for use of a drug prescribed to someone other than the employee - discharge.
- B. For abuse of a legally prescribed drug to the employee - first offense, 30 day suspension. Subsequent offense, discharge.
- C. For alcohol (at the level of .04 or greater) - first offense, 30 day suspension. Subsequent offense, discharge.

ARTICLE 28

DURATION

SECTION 1. This contract shall be in full force and effect through June 30, ~~2021~~ **2024** and shall continue in effect thereafter, unless amended or modified in the manner prescribed below, or terminated in accordance with the law. All changes shall be implemented as soon as possible after execution of this Agreement, except where other specific effective dates are called for in this Agreement.

SECTION 2. Between the first day of January and the first day of February ~~2021~~ **2024** either party may notify the other party if it wishes to amend or modify the contract as of July 1, ~~2021~~ **2024**. Within thirty (30) days of such notification, the party receiving such notification shall meet with the other party to discuss the proposed amendments or modifications.

SECTION 3. Benefits provided under this agreement, other than wages, shall be effective on the date the contract is signed by the parties.

TOWN OF ENFIELD

LOCAL R1-717, IAEP

DATE: _____

DATE: _____

APPENDIX A

<i>Emergency Medical Technician</i>		1	2	3	4	5
7/1/2021	Probationary Rate	22.00	22.44	22.89	23.35	23.81
7/1/2021	Employee Rate Market Adj.	22.50	22.95	23.41	23.88	24.36
7/1/2022	Probationary Rate	22.67	23.12	23.58	24.05	24.53
7/1/2022	Employee Rate (3%)	23.17	23.63	24.10	24.58	25.07
7/1/2023	Probationary Rate	23.36	23.83	24.30	24.79	25.28
7/1/2023	Employee Rate (3%)	23.86	24.33	24.82	25.32	25.83
<i>Paramedic</i>		1	2	3	4	5
7/1/2021	Precepting Rate	27.50	27.50	27.50	27.50	27.50
7/1/2021	Probationary Rate	29.50	30.09	30.69	31.30	31.93
7/1/2021	Employee Rate Market Adj.	30.00	30.60	31.21	31.83	32.47
7/1/2022	Precepting Rate	28.40	28.40	28.40	28.40	28.40
7/1/2022	Probationary Rate	30.40	31.01	31.63	32.26	32.90
7/1/2022	Employee Rate (3%)	30.90	31.52	32.15	32.79	33.44
7/1/2023	Precepting Rate	29.33	29.33	29.33	29.33	29.33
7/1/2023	Probationary Rate	31.33	31.96	32.60	33.25	33.91
7/1/2023	Employee Rate (3%)	31.83	32.47	33.12	33.78	34.45

APPENDIX B

TOWN OF ENFIELD

FAMILY/MEDICAL LEAVE POLICY

ISSUES	PERSONAL SERIOUS HEALTH CONDITION	BIRTH, ADOPTION OR FOSTER CARE	SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE
Employment Eligibility	Employed at least 12 Months and work at least 1250 hours during the fiscal year.	Same.	Same
Effective Date	August 5, 1993 for non-bargaining unit employees; February 5, 1994 for union members.	Same.	Same
Who qualifies?	Employees who meet eligibility criteria above.	An employee who is either the father or the mother can take family leave for the birth, placement for adoption or foster care of a child. See 825.112, Family Medical Leave Act for qualifying circumstances under which family leave may be taken for adoption or foster care. Eligibility for leave expires 12 months after the event. Leave must be completed by the one year anniversary of the event.	An employee who has a biological child, adopted child, foster child, step-child, legal ward or a child under 18 for whom the employee stands in loco parentis. An employee who has a child (defined above) age 18 or older who is incapable of self-care due to mental or physical disability. An employee who has a biological parent, former legal guardian, or someone who raised the employee in place of a parent. An employee who has a spouse as legal husband or wife.
Serious Health Condition Defined	Illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; or Continuing treatment by a health care provider. Excludes short term conditions for which treatment and recovery are brief such as illness lasting a few days. Pregnancy/Maternity Leave taken shall count toward FMLA leave.	Not applicable.	Illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; or Continuing treatment by a health care provider. Excludes short term conditions for which treatment and recovery are brief such as illness lasting a few days. Pregnancy/Maternity Leave taken shall count toward FMLA leave.
Intermittent or Reduced Leave	Leave may be intermittent or reduced if medically necessary.	Leave may be intermittent or reduced only if employer agrees.	Leave may be intermittent or reduced if medically necessary.
Ability to Temporarily Transfer to Another Position	Yes, if employee is on intermittent or reduced leave to position of equivalent pay and benefits.	Same.	Same.
Provisions if Both Spouses Work	12 weeks leave each for their respective personal serious health condition(s).	A combined total of 12 weeks of leave which may or may not be taken concurrently. However, if	2 weeks of leave each which may or may not be taken concurrently. However, if both employees work in the same department,

ISSUES	PERSONAL SERIOUS HEALTH CONDITION	BIRTH, ADOPTION OR FOSTER CARE	SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE
For the Town		both employees work in the same department then the leave cannot be taken on the same scheduled work days.	then the leave cannot be taken on the same scheduled work days, except for the serious health condition of the spouse.
Restoration to Position	Must be restored to the same position held prior to the leave; or To a position that is equivalent in pay, benefits, privileges and other conditions and terms of employment. An employee has no greater right to reinstatement or to benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.	Same.	Same.
Second and Third Opinions	The Town may request and pay for a second opinion from a physician of the Town's choice. Either the employee or the Town may request a third opinion if the 1st two opinions conflict. A third opinion shall be paid for by the Town and both the Town and the Employee must agree on the provider. The decision of the third opinion is final.	Not applicable.	The Town may request and pay for a second opinion from a physician of the Town's choice. Either the employee or the Town may request a third opinion. A third opinion shall be paid for by the Town and both the Town and the employee must agree on the provider. The decision of the third opinion is final.
Certification for Return to Work	Certification of fitness for duty may be required of all employees taking FMLA leave.	Certification of fitness for duty may be required of all employees taking FMLA leave.	Not applicable.
Relationship to Paid Leave	Employee may utilize accrued sick leave, then may request unpaid leave for the duration of the FMLA leave. The employee may substitute accrued vacation leave in place of all or part of the unpaid leave, if s/he so desires.	If the employee is the birth mother, accrued sick leave must be utilized first for the period of disability. After the disability, the employee may request unpaid leave for the remainder of the FMLA leave for the care of the child. Accrued vacation time can also be used in lieu of all or part of the unpaid leave if the employee so desires. If the employee is not the birth mother, s/he may request unpaid leave or use accrued vacation time in lieu of all or part of the unpaid leave for the duration of the FMLA leave.	Employees may use up to 15 family sick days, then may request unpaid leave or the accrued vacation time in lieu of all or part of the unpaid leave, for the duration of the FMLA leave.
Sick Leave and Vacation Leave	Sick and vacation leave shall not accrue for any full calendar month in which the employee is not in a regular		

ISSUES	PERSONAL SERIOUS HEALTH CONDITION	BIRTH, ADOPTION OR FOSTER CARE	SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE
Accruals	paid status. Sick and vacation time will accrue during the employee's use of paid sick leave and/or paid vacation leave for any portion of FMLA leave.	Same.	Same.
Maintenance of Medical, Dental and Life Insurance Benefits	The Town will maintain group medical, dental and life insurance coverage for the duration of the FMLA leave provided that the employee make the necessary payment(s) for that portion of the insurance premium that s/he would have had to make had s/he not taken FMLA leave. In the event that the employee does not return to work when the FMLA leave expires, s/he shall be able to continue medical and dental coverage under COBRA at his/her own expense at the COBRA rates. Failure to continue coverage under COBRA will remain in the expiration of medical and dental coverage at the end of the month when such FMLA leave has expired. Life insurance coverage expires when FMLA leave expires if the employee does not return to work.	Same.	Same.
Miscellaneous	All requests for FMLA leave must be documented including whether or not the leave was granted and reasons for the denial where that is the case. The Family Medical Leave Act prohibits an employer from putting any restraint on an employee for exercising his/her rights under the FMLA. The Town may not penalize or discipline an employee for requesting or using the FMLA provisions. The 12 month period for FMLA purposes will coincide with the Town's fiscal year (July 1-June 30). Each employee shall be allowed a combined total of 12 weeks of FMLA leave per year (except when both spouse work for the Town as described above). Medical information and documentation shall be treated as confidential medical records and shall be kept in a confidential file separate from the employee's personnel file. The parties agree that existing contractual benefits will remain in effect in accordance with existing collective bargaining agreement.		
Date of Adoption	The above provisions were agreed to by the parties on _____		

TOWN OF ENFIELD
&
IAEP Local R1-717, NAGE, SEIU
(Paramedics and EMT's)

"TENTATIVE AGREEMENTS"

1) TOWN PROPOSAL

ARTICLE 14
WAGES AND CLASSIFICATIONS

SECTION 1. The Classification and Salary Plan in effect prior to the application of the general wage increases set forth below is attached to this agreement as Appendix "A."

SECTION 2. WAGES FOR FISCAL YEAR 2018-2019 2021-2022 Effective and retroactive to July 1, 2018 2021 all rates of pay in effect on June 30, 2018 2021 shall be increased by a one-time market adjustment in accordance with Appendix A.

SECTION 3. WAGES FOR FISCAL YEAR 2019-2020 2022-2023. Effective July 1, 2019 2022 all rates of pay in effect on June 30, 2019 2022 shall be increased by three percent (3%). (Schedule attached as Appendix A).

SECTION 4. WAGES FOR FISCAL YEAR 2020-2021 2023-2024 Effective July 1, 2020 2023 all rates of pay in effect on June 30, 2020 2023 shall be increased by three percent (3%). (Schedule attached as Appendix A).

SECTION 8. Employee's will be chosen as Field Training Officer's (F.T.O.'s) at the discretion of the Director of EMS. While precepting new paramedics, training new employees during their first 48 work hours or precepting paramedic students from an approved training program, the F.T.O.'s will be paid one dollar and fifty cents (1.50) ~~50~~ cents per hour in addition to their regular hourly wage.

SECTION 9. ~~Effective upon Union contract ratification and adoption by the Enfield Town Council, e~~Employees will be given credit for each full year of full-time experience, up to 5 years, that they had before their employment with the town. Experience must be at the employee's current level, either EMT or Paramedic. For each year of credit, they will advance 1 step on their respective pay scale in Appendix A. The employee will be eligible for his/her step increase the next month following his anniversary date of hire with the Town. This credit does not apply to seniority or any other benefit under the contract.

2) TOWN PROPOSAL

ARTICLE 28 DURATION

SECTION 1. This contract shall be in full force and effect through June 30, ~~2024~~ 2024 and shall continue in effect thereafter, unless amended or modified in the manner prescribed below, or terminated in accordance with the law. All changes shall be implemented as soon as possible after execution of this Agreement, except where other specific effective dates are called for in this Agreement.

SECTION 2. Between the first day of January and the first day of February, ~~2024~~ 2024 either party may notify the other party if it wishes to amend or modify the contract as of July 1, ~~2024~~ 2024. Within thirty (30) days of such notification, the party receiving such notification shall meet with the other party to discuss the proposed amendments or modifications.

SECTION 3. Benefits provided under this agreement, other than wages, shall be effective on the date the contract is signed by the parties.

3) TOWN PROPOSAL

ARTICLE 8 VACATIONS

SECTION 1. Annual vacation leave with pay shall be earned by all regular full-time employees whose normal work week is thirty-six (36) hours or more in the following manner:

<u>Full years of Service</u>	<u>Hours Per Full Month of Continuous Service</u>	<u>Maximum Earned Hours Per Year of Continuous Service</u>
Date of Hire through 4th full year	6.65 hours	80 hours
More than 4 years through 6th full year	10 hours	120 hours
More than 6 years through 9th full year	10.66 hours	128 hours
More than 9 years through 12th full year	12 hours	144 hours
More than 12 full years	13.33 hours	160 hours

A vacation day refers to eight hours of leave with pay for full time employees.

SECTION 2. Vacation time must be used within one (1) year from the date when it accrues or it will be forfeited, unless other arrangements are approved in writing by the Director of Human Resources. Vacation leave may not be used until an employee has served a minimum of nine (9) months of continuous service. Accrued vacation earned prior to the implementation of this Agreement shall not be forfeited.

SECTION 3. Employees shall apply for vacation leave to the Director of EMS on a request for leave form. Vacations shall be scheduled by the Director of EMS in accordance with departmental requirements, giving preference to employee choice according to seniority within the department.

SECTION 4. Holiday and vacation day bids will be conducted prior to the start of new assignments. Requests for holiday or vacation time will be open for submission 30 days prior to the start of new assignments and will close 10 days prior to the start of new assignments. Management will award vacation and holiday bid time off 7 days prior to the start of new assignments. Employees must bid for a minimum 24 hours of holiday time off during each bid period. Any aforementioned holiday hours unused at the end of the bid period will be automatically forfeited. Seniority will be given preference for the holiday and vacation days bid during this period. Any other request for holiday or vacation time off must be made seventy-two (72) hours prior to the start of the requested shift off, will not be given seniority preference and is subject to the approval of a supervisor.

4) TOWN PROPOSAL

ARTICLE 11 HOURS OF WORK

SECTION 1. The regular hours of work for all full time bargaining unit employees shall be, on average, thirty six (36) hours or more per week. Schedules of hours, as determined by the Director of EMS, will be posted and bid every four (4) months, in accordance with EMS General Procedures, as amended from time to time. Employees are required to provide their department with a current telephone number that they can be contacted on both on and off duty.

SECTION 2. The employer reserves the right to hold employees over at the end of their shift to ensure adequate staffing. ~~Hold over shall be a maximum of three (3) hours as long as the employee doesn't work more than 18 continuous hours.~~ Employees will not be held over if such hold over results in employee working more than 18 continuous hours. Hold overs shall not exceed 6 (six) hours; in the event that employee is held longer than 3 hours, employee shall be paid two times (2X) their regular base hourly rate for additional hours.

SECTION 3. Overtime assignments will be made in accordance with the EMS General Procedure 2.10, as amended from time to time.

SECTION 4. Other Schedules or exceptions to the normal work week and/or work day, including flexible hours, may be required depending on the needs of the department and Town.

SECTION 4A. The Town reserves the right to schedule special assignments such as tactical team assignments, bike patrols, etc. Selection for such assignments shall be made solely at the discretion of the EMS Director. Fitness qualifications for such assignment shall be made at the discretion of the Town.

SECTION 5. The service week is a period beginning at 0000hours Sunday and ending at 2359 hours the following Saturday.

SECTION 6. Employees will be required to punch in at the start and end of each shift.

SECTION 7. Shift swaps will be permitted pursuant to the EMS General Procedures, as amended from time to time.

SECTION 8. Employees working during the hours of midnight and 5am will not be assigned tasks in the station other than those necessary to maintain vehicles in a ready state. In the event that a task is assigned before midnight it must be completed even if that will require the employee to complete the task after midnight.

For the TOWN



DATE:

July 1, 2021

For the UNION



DATE:

7/1/21



TOWN OF ENFIELD

July 20, 2021

Honorable Members
Enfield Town Council
Enfield, Connecticut

Subject: Resolution Amending the Non-Union Wages in the EMS Department

Subject: Request for Transfer of Funds for EMS \$94,509

Councilors:

Highlights:

- The Town proposes amending the non-union wages for the EMS Department in order to maintain an acceptable salary buffer with the wage rates in the proposed EMS collective bargaining agreement and prevent further decline of supervisory personnel in the EMS Department.
- Nationally, there is a severe shortage of emergency medical technicians and paramedics and the Town of Enfield has felt this impact locally.
- Specifically, the Town recently lost one Supervisor to another municipality partly due to uncompetitive wages.
- To attract and retain Supervisory EMS personnel, effective July 1, 2021 the Town proposes a market salary adjustment proportionate similar to the same salary adjustment as unionized personnel. Please see the attached spreadsheet for more details.

Budget Impact:

There is a budget impact of approximately \$94,509

Recommendation:

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

Respectfully Submitted,

Steven Bielenda
Director of Human Resources

Attachments:

1. Resolution

ENFIELD TOWN COUNCIL

RESOLUTION NO. _____

Resolution Amending the Non-Union Wages in the EMS Department.

Resolved, that in accordance with Chapter VII Section II of the Town Charter the Enfield Town Council does hereby amend the wages in accordance with the proposed salary spreadsheet, exhibit A.

Date Submitted: July 20, 2021
Submitted by: Steve Bielenda, Human Resources Director

Exhibit A

EMS DEPARTMENT				
Supervisor/Admin	Current Hourly	Current Annual	Proposed Hourly	Proposed Annual
EMS Supervisor	\$27.81	\$57,844.00	\$35.47	\$73,778.00
EMS Supervisor	\$30.28	\$62,982.00	\$36.97	\$76,898.00
EMS Supervisor	\$28.84	\$59,987.00	\$35.97	\$74,818.00
EMS Supervisor	\$30.28	\$62,982.00	\$35.47	\$73,778.00
EMS Captain	\$39.92	\$72,672.00	\$46.50	\$84,630.00
Director of EMS	\$52.53	\$95,605.60	\$63.53	\$113,805.00
Totals FY 2022		\$412,072.60		\$497,707.00
			Difference	\$85,634.40
Part Time EMT				
Less then 5 yrs exp.	\$15.75	As budgeted	\$20.00	As budgeted
More then 5 yrs exp.	\$17.00	As budgeted	\$22.00	As budgeted
Part Time Paramedic				
less then 5 yrs exp.	\$22.50	As budgeted	\$28.00	As budgeted
More then 5 yrs exp.	\$23.75	As budgeted	\$30.00	As budgeted

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.

GENERAL FUND

FROM:

10040000-499000 \$ 94,509
General Fund Revenue – Appropriated Fund Balance

TO:

10800092-593035 \$ 94,509
Unallocated Charges -Transfers to EMS

EMERGENCY MEDICAL SERVICES FUND

FROM:

25240000-480001 \$ 94,509
EMS Revenue - Gen Fund Transfers In

TO:

25222000-511000 \$ 85,635
Emergency Med Services – Salaries

25222000-522000 \$ 2,157
Emergency Med Services – Stipend

25222000-522000 \$ 5,444
Emergency Med Services – Social Security

25222000-522100 \$ 1,273
Emergency Med Services – Medicare

CERTIFICATION: I hereby certify that the above-stated funds are available as of July 23, 2021.


John A. Wilcox, Director of Finance

APPROVED BY:  _____ **Town Manager**

Date: 7/27/21



TOWN OF ENFIELD

July 27, 2021

Honorable Members
Enfield Town Council
Enfield, Connecticut

Subject: Resolution to Adopt a Revised Municipal Solid Waste Ordinance

Councilors:

Highlights:

- The Town of Enfield has experienced significant increases in the costs for the disposal of municipal solid waste. These increases have resulted from increases in the quantity of waste that has been disposed of, as well as increases in the cost of disposal.
- Recycling quantities have remained relatively constant as the quantity of municipal solid waste has increased, and the quantity of recycled materials has decreased as a percentage of total waste.
- In order to control costs and encourage recycling the Department of Public Works has drafted a revised solid waste ordinance. This revised ordinance has been the subject of a public hearing, and the residents of Enfield have had the opportunity to express their opinions on this ordinance to the Enfield Town Council.

Budget Impact:

There will be no impact on the town budget.

Recommendation:

The Department of Public Works respectfully requests that the Council approve the adoption of the attached ordinance effective November 1, 2021 to allow for public education and implementation.

Respectfully Submitted,

Donald Nunes
Director, Department of Public Works

Attachments:

1. Resolution
2. Ordinance

ENFIELD TOWN COUNCIL

RESOLUTION NO. _____

Resolution to Adopt a Revised Municipal Solid Waste Ordinance

WHEREAS, the volume of Municipal Solid Waste produced in the Town of Enfield and the cost of disposal have been increasing at a significant rate; and

WHEREAS, the rate of recycling as a percentage of total waste has been declining; and

WHEREAS, the Enfield Department of Public Works has drafted a revised Municipal Solid Waste Ordinance which is intended to control costs and increase recycling; and

WHEREAS, the ordinance has been reviewed and revised with the input of the Public Works Sub-Committee of the Town Council; and

WHEREAS, at a public hearing conducted on August 2, 2021 the residents of the Town of Enfield have had the opportunity to ask questions of Town staff and make comments to the Town Council regarding the proposed ordinance.

THEREFORE, BE IT RESOLVED, the Enfield Town Council hereby approve and adopt the attached Municipal Solid Waste Ordinance, effective November 1, 2021 to allow for public education and implementation.

Date Prepared: July 27, 2021
Prepared By: The Department of Public Works

SOLID WASTE AND RECYCLING ORDINANCE

I. Declaration of Policy

A. The Town of Enfield is authorized by Conn. Gen. Stat. §§ 7-148(c)(4)(H), 22a-220 and 22a-220a to license refuse collectors, regulate and make provisions for the safe and sanitary disposal of all acceptable solid waste, as defined herein, generated within its boundaries and to collect a fee for that service.

B. The Town Council has determined that the public health, safety, and welfare of the citizens of the Town will be best served by the adoption of this ordinance.

C. This chapter is also adopted pursuant to Conn. Gen. Stat. §7-148(c)(7)(H)(xv) and is considered a blight ordinance.

II. Definitions

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

Bulky waste means waste resulting directly from demolition activities other than clean fill and includes wood (tied and bundled, no longer than six feet in length); furniture, metal, and appliances (excluding: refrigerators, air conditioners, dehumidifiers, and all electronics); carpets and linoleum; mattresses and box springs.

Collector means any person, firm, or corporation that is engaged in the business of regularly collecting solid waste from residential, business, commercial or other establishments. Collector does not include: (1) Any person who transports solid waste that is incidentally generated during professional or commercial activities unrelated to the collection of solid waste, such as residential property repairs, provided such solid waste is self-generated by such person's professional or commercial activities and such solid waste is transported to an authorized recycling facility, a permitted recycling facility, or a permitted solid waste facility, and (2) any person who transports used materials for the purpose of delivering such materials to a charitable organization that distributes reused household items or to a retail facility that sells reused household items.

Common gathering venue means any area or building located in the Town or portion thereof, that is open to the public, including but not limited to, any (1) building that provides facilities or shelter for public assembly; (2) inn, hotel, motel, sports arena, supermarket, transportation terminal, retail store, restaurant or other commercial establishment that provides services or retails merchandise; or (3) museum, hospital, auditorium, movie theater or university building.

Condominium unit, a single-family residential unit that is part of a condominium or planned residential development.

Curbside placement means a location on the roadway pavement against the curb; on roadway pavement adjacent to the edge the grass; or against a snowbank during the winter months; or in a location designated by the Director based on safety or collection efficiency. The tipper barrel must be oriented as indicated by manufacture's marking on the tipper barrel with no obstruction within three feet in any direction.

Customer means a resident or commercial entity and any other establishment or institution, including without limitation any landlord, and any association or company managing a condominium.

DEEP means the Department of Energy and Environmental Protection or its successor agency.

Director means the Director of Public Works of the Town or his or her designated agent.

Disposal charge means the amount to be charged for each ton of solid waste delivered to the SWF as established by the procedures authorized in the municipal service agreement.

DPW means the Department of Public Works of the Town.

Fine means monetary penalty for violations of this ordinance.

Fixed site container means an enclosed container for refuse generated by commercial establishments or residential complexes with greater than six units, with a capacity of either four, six, or eight cubic yards, with an attached lid that allows for a 270-degree swing to the rear of the container, of a design for automated transfer of the refuse from the container into the refuse collection vehicle.

Generator means any person or entity that creates solid waste or recyclables.

Hazardous waste means any waste material which may pose a present or potential hazard to human health or the environment when improperly disposed of, treated, stored, transported, or otherwise managed, including:

1. hazardous waste identified in accordance with Section 3001 of the Federal Resource Conservation and Recovery Act of 1976 (42 USC 6901 et seq.);
2. hazardous waste identified by DEEP regulations;
3. polychlorinated biphenyls (PCBs) in concentrations greater than 50 parts per million, but does not mean byproduct material, source material or special nuclear material, as defined in Conn. Gen. Stat. § 22a-151; and
4. tires.

Materials Recycling Facility (MRF) is a specialized plant that receives, separates, and prepares recyclable materials for marketing to end-user manufacturers.

Multi-family homes are residential homes with at least two, but no more than four, units/apartments. Multi-family homes with five or more units/apartments are considered

commercial properties for purposes of this ordinance. Single family homes with accessory apartments are excluded from this definition.

Municipal Solid Waste (MSW) means solid waste from residential, commercial, and industrial sources, excluding solid waste consisting of significant quantities of hazardous waste, land-clearing debris, demolition debris, biomedical waste, sewage sludge and scrap metal.

Plastic bag means any bag made of plastic, purchased for the disposal of household waste and not plastic single-use shopping bags.

Policy means a course or principle of action adopted or proposed by a government, party, business, or individual.

Recyclables means discarded material which may be reclaimed, such as cardboard, batteries, glass, metal, plastics, newspapers, office paper, crankcase oil, brush and leaves, grass clippings and any other material designated as such by regulation adopted by the DEEP or by local regulation or ordinance.

Regulations means rules developed by the Director to carry out the terms of this chapter, which rules shall have the same binding effect on generators and collectors as this chapter.

Residential waste means solid waste, recyclables, and yard waste generated by persons living in residences containing not greater than six dwelling units, but excluding hospitals, motels, hotels, or other facilities with communal living quarters.

Scrap metal means used or discarded items which consist predominantly of ferrous metals, aluminum, brass, copper, lead, chromium, tin, nickel, or alloys thereof, including white goods.

Solid waste, also known as municipal waste, means unwanted or discarded solid, semisolid or contained gaseous material, including, but not limited to, demolition debris, material burned or otherwise processed at a resources recovery facility or incinerator, material processed at a recycling facility and sludges or other residue from a water pollution abatement facility, water supply treatment plant or air pollution control facility, excluding:

1. Hazardous waste
2. Semi-solid or liquid materials which are collected and treated in a sewerage system.

Solid Waste Facility (SWF) any solid waste disposal area, volume reduction plant, transfer station, wood burning facility, or biomedical waste treatment facility.

Tipper barrel means a container for refuse of not less than 35 nor more than 96-gallon capacity, with an attached lid that allows for a 270-degree swing to the rear of the container, compatible for automated or semi-automated transfer of the refuse from the

container into the refuse collection vehicle. Gray tipper barrels are for solid waste. Blue tipper barrels are for recyclables. Brown tipper barrels are for yard waste.

Town means the Town of Enfield.

Town's Transfer Station means the Town owned transfer station facility on Town Farm Road.

Transfer station means any location or structure, whether located on land or water, where more than ten cubic yards of solid waste, generated elsewhere, may be stored for transfer or transferred from transportation units and placed in other transportation units for movement to another location, whether or not such waste is stored at the location prior to transfer.

Waste stream means material that has been placed at curbside or at any designated collection or pick-up site or designated disposal site.

Written warning means a warning issued in writing and on a form specified by the Director or his or her designee to first time violators of this article.

Yard waste means grass, grass clippings, bushes, shrubs, clippings from bushes and shrubs, and vegetative debris. *Yard waste* excludes branches greater than three inches in diameter and/or three feet in length, logs, stumps, stones, rocks, dirt, and waste from construction, renovation, or demolition.

III. Registration of Collectors of Solid Waste Generated in the Town

A. Any collector hauling solid waste and/or recyclables generated by residential, business, commercial or other establishments shall register and apply for a permit annually as directed by the Director and shall disclose: (1) The name and address of the collector and the owner of such collection company; (2) the name of any other municipality in which such collector hauls such solid waste, including recyclables; (3) whether the hauling done by such collector is residential, commercial or other; (4) the types of waste hauled; (5) the anticipated location of any disposal facilities or end users receiving recyclable solid waste; and (6) any additional information that such Director requires to enhance the health and safety of the residents of the Town. No person may act as a collector in the Town without maintaining an active permit issued pursuant hereto, and no person may drive a solid waste collection vehicle to collect solid waste in the Town without demonstrating that such person has a valid license issued by the State of Connecticut to drive such vehicle. It shall be a condition of such registration and permit that any such collector agrees to comply with all provisions of this ordinance and Chapter 446d of the Connecticut General Statutes applicable to collectors, and all other requirements set forth in the application for such permit, which agreement to comply shall be contained in all annual registrations and permit applications.

B. Any such collector shall report to the Director (1) the types of solid waste, including recyclables, as listed in Conn. Gen. Stat. §22a-208e(c), as it may be amended from time

to time, generated within the borders of the Town and collected by such collector, (2) the name, location and contact information for the first destination where such solid waste, including recyclables, was delivered by the collector during the previous fiscal year, and (3) the types and actual or estimated amounts of such solid waste, including recyclables, directly delivered to (a) an out-of-state destination, (b) an end user or manufacturer in Connecticut, or (c) any other location in Connecticut not maintaining an active permit as a solid waste facility issued by the Connecticut Department of Energy and Environmental Protection. Such reports shall be submitted to the Director annually, on or before June 30th, and shall provide the information specified in this subdivision for the prior fiscal year of the State of Connecticut. Such reports shall be on a form prescribed by the Connecticut Commissioner of Energy and Environmental Protection and any other information needed by the Director.

C. The collector shall annually pay a registration fee set by the Council. The Council may (1) authorize the imposition of an increase of the fee to an amount twice the disclosed fee if the registration and permit application of the collector is not filed timely in accordance with subsection B above, and (2) provide for a proration of the registration fee for a new collector applying for a registration and permit for new collection service to be begun after December 31st in any fiscal year.

D. The Director shall administer the licensing and registration of any refuse collector engaged in collecting and transporting solid waste and recyclables within the Town. No license shall be issued until the refuse collector provides proof of adequate liability insurance which shall include an obligation on the part of the carrier to notify the Town if coverage is terminated.

IV. Designation of Location for Disposal of Acceptable Solid Waste and Processing of Recyclables

A. Acceptable solid waste generated within the boundaries of the Town by residential, business, commercial or other establishments may be disposed at any DEEP approved solid waste facility (SWF).

B. Curb-side collected items designated for recycling by Connecticut statute, regulation and the Statewide Solid Waste Management Plan (including without limitation the 2016 Comprehensive Materials Management Strategy), all as may be amended or updated from time to time, generated within the boundaries of the Town by residential, business, commercial or other establishments may be taken for processing or sale elsewhere to any DEEP approved Materials Recycling Facility (MRF).

V. Recycling

A. Residential Recycling. Each person who generates solid waste from residential property shall separate recycling from other solid waste.

B. Non-residential Recycling. Every person who generates solid waste and recyclables from property other than residential property shall make provision for and

cause the separation of recyclables from other solid waste using one or more tipper barrels for designated items that are separate from tipper barrels for other solid waste.

C. Failure to Recycle. Any collector who has reason to believe that a person from whom he collects solid waste has commingled recyclable items with such solid waste in violation of said subsections A. or B. shall promptly notify the Director of the alleged violation. Upon the request of the Director, a collector shall provide a written warning, by tag or other means, to any person suspected by the collector or the Director of violating separation requirements. A collector shall also assist the Director to identify any person responsible for creating loads containing significant quantities of recyclable items mixed with solid waste or yard waste which are delivered to a resource's recovery facility or solid waste facility by the collector and detected by the owner or operator of such facility.

D. Recycling Receptacles at Common Gathering Venues. The owner of a common gathering venue at which recyclables are generated shall, in addition to providing for the collection of solid waste, provide recycling receptacles for the collection of any designated recyclable items generated at such venue. Nothing in this section shall be construed to require an owner or operator of such venue, or the Town, to provide such recycling receptacles whenever such receptacles are provided by another person pursuant to contract. Such recycling receptacles shall be as accessible to the public and at the same locations as trash receptacles, that is, there must be one recycling receptacle accompanying each trash receptacle.

E. Collector Contracts with Business Customers. Each contract between a collector and a customer for the collection of solid waste shall make provision for the collection of designated recyclable items, either by providing for the collection of designated recyclable items by the same collector who is party to the solid waste contract or by including an identification by the customer of the collector with whom such contract exists. The provisions of this section shall not be construed to require a customer to contract exclusively with one collector for the collection of both designated recyclable items and other solid waste. Each collector shall provide each customer with clear written or pictorial instructions on how to separate designated recyclable items in accordance with the provisions of subsection VI B. above.

F. Collectors Required to Offer Recycling Collection. Each collector who offers curbside or on-site collection of solid waste generated by residential properties in the Town shall offer curbside or on-site collection of designated recyclable items to each of such collector's customers and such curbside or backyard collection of designated recyclable items shall be included in the collector's charge for solid waste collection. The provisions of this subsection shall not be construed to prohibit any collector from determining and adjusting its fees for combined curbside collection services.

G. Recombining of Segregated Items. No person shall combine previously segregated designated recyclable items with other solid waste.

H. Removal of recyclable materials.

1. No person shall remove recyclable materials, including but not limited to scrap metal, newspapers, unbroken glass, bottles, cans, tires, and other collectibles from the designated disposal site without authorization from the Director.
2. Once recyclable materials are placed at curbside or other designated area, it shall be a violation of this chapter for any person or entity, other than those authorized under this chapter, to collect or remove recyclable materials from said area.
3. At the option of the Director or his or her designee, violators of subsection 1. or 2. of this section may be required to make restitution to the Town for any materials illegally removed.
4. Nothing in this chapter shall limit the right of anyone to dispose of his own recyclables in any other lawful manner, provided that such materials have not been set out on the curb or placed in any designated collection or disposal site.
5. Any nonprofit organization within the Town may request authorization from the Director to collect recyclables.

VI. **Operational and Implementation**

A. DPW Collection of Municipal Solid Waste and Recyclables.

1. DPW will collect Municipal Solid Waste and Recyclables generated at single family homes; multi-family homes with four or fewer residential units; Town-owned buildings, including schools; condominiums and planned residential developments that have collection agreements with the Town of Enfield; and religious, commercial, or industrial properties that receive DPW collection at the time of adoption of this ordinance, provided that these properties enter into a collection agreement with the Town of Enfield.
2. Municipal Solid Waste and Recyclables must be deposited into tipper barrels per the provisions set forth below, or into a fixed site container.
3. Municipal Solid Waste, recyclables, leaves, and yard waste must each be kept separate and cannot be commingled.
 - a. Municipal Solid Waste. One 96-gallon grey tipper barrel will be collected per week at no charge. Refuse bags or other items outside the tipper barrels will not be collected.
 - i. A maximum of up to two additional 96-gallon grey tipper barrels, per single family residence, may be purchased at a fee to be established

by the Director. No more than a total of three grey tipper barrels per single family residence shall be collected per week.

- ii. A maximum of up to one additional 96-gallon grey tipper barrel, per unit in a multi-family home, may be purchased at a fee to be established by the Director. No more than a total of two grey tipper barrels per unit in a multi-family home shall be collected per week.
- iii. Tipper barrel tags shall be purchased annually at a fee to be established by the Director for those residences with additional grey tipper barrels. The cost for an additional tipper barrel excludes the cost of the tag.

- b. Recyclables. One 96-gallon blue tipper barrel will be collected per week at no charge. Subject to approval by the Director, a maximum of up to three additional 96-gallon blue tipper barrels, per single-family residence or per unit in a multi-family home, will be available, at no additional charge. No more than a total of four blue tipper barrels per single-family residence or per unit in a multi-family home shall be collected.
- c. Yard Waste. Up to two 96-gallon brown tipper barrels will be collected per week at no charge. A maximum of up to two additional 96-gallon brown tipper barrels may be purchased for a fee to be established by the Director. Tipper barrel tags shall be purchased annually at a fee to be determined by the Director for those residences with a third or fourth brown tipper barrel. No more than a total of four 96-gallon brown tipper barrels will be collected per week at single family homes and multi-family homes. The cost for an additional tipper barrel excludes the cost of the tag. Yard Waste collection shall be seasonal on a schedule to be determined by the Director. Residential yard waste brought to the Town's Transfer Station must be weighed.
- d. Spring Clean-Up. On dates to be determined by the Director, the four brown tipper barrel collection limit, referenced above, shall not apply. There will be no fee required for collection of any additional brown tipper barrels. In addition to the 96-gallon brown tipper barrels, one grey tipper barrel, with a red tag may be used for yard waste.
- e. Leaf Waste. The Director will establish the leaf waste collection schedule, usually in the fourth quarter of the calendar year. During scheduled leaf collection up to 40 (forty) bio-degradable leaf bags and unlimited 96-gallon brown tipper barrels will be collected per collection day. Condominiums, planned residential developments and senior residential developments are

excluded from this collection. During leaf collection season residents may bring their leaf waste to the Town's Transfer Station without weighing.

4. *Bulky Waste* collection is by appointment only, at a fee determined by the Director, and is limited to residences and Town-owned buildings, including schools. Condominiums and businesses are excluded from such collection.
5. *Oil and battery* collections are specially scheduled events, the date and location of which shall be publicized.
6. Christmas trees will be collected at the discretion of the Director of Public works discretion.
7. The contents of all tipper barrels must be completely contained inside the barrel with the lid securely closed. Tipper barrels not so secured will not be collected. Tipper barrels that contain items other than that for which they are intended will not be collected. All tipper barrels, and their lids, must be maintained in good working order.

B. Not Collected.

1. Refrigerators, air conditioners, and dehumidifiers are not collected at curbside and may be brought to the Town's Transfer Station. The fee per item will be determined by the Director and is subject to change.
2. Hazardous wastes, paints, pesticides, oil, or their by-products are not collected. The Director may schedule Household Hazardous Waste Days for proper disposal.
3. Electronics, including but not limited to TVs, computers, monitors, printers, and microwaves are not collected. These items may be brought to the Town's Transfer Station during normal operating hours. There is no charge upon proof of residency.
4. Logs are not collected and branches greater than three inches in diameter and/or three feet in length. These items may be brought to the transfer station during normal operating hours.
5. Other than at designated collection times, yard waste, leaves, grass, or brush are not collected and must be brought to the Town's Transfer Station.
6. Construction and demolition material are not collected curbside. These items must be brought to the Town's Transfer Station.
7. Asbestos, shingles, tile, sheet rock, concrete, windows with glass, glass, vehicle parts are not collected.
8. Textiles, including but not limited to, clothing, stuffed animals, handbags, and shoes, may be recycled at 40 Moody Road or the Town's Transfer Station.

C. Curbside Placement of Tipper Barrels

1. Tipper barrels shall not be placed at curbside sooner than two hours prior to sunset on the day preceding a scheduled collection. Tipper barrels shall be placed at the edge of the roadway with orientation to facilitate automated collection as directed on the tipper barrel. All solid waste placed for collection must be contained within a tipper barrel.
2. Tipper barrels must be placed at the edge of the roadway no later than 6:00 a.m. the day of collection.
3. Tipper barrels must be removed from the edge of the roadway no later than 7:00 p.m. the day of collection. Tipper barrels must be stored behind the front building line of the principal residential structure on the property.
4. Tipper barrels must have three feet of clearance in any direction from other tipper barrels, walls, fences, vehicles, and any other structures that can be damaged by the claw and the arm of the automated collections vehicles.

VII. Enforcement

A. Any person, including without limitation any collector, found to have knowingly disposed of unacceptable solid waste or prohibited materials; knowingly disposed of items designated for recycling; or, violated any of the provisions of the requirements of this ordinance, shall be subject to the following fines:

1. Nonresidential and multi-family residential property. The initial violation of this article shall be documented by the issuance of a written warning. Each violation subsequent to a written warning shall be documented by the issuance of a citation and punishable by a fine. The first subsequent violation shall be punishable by a fine not to exceed \$100. The next subsequent violation within five years of the first subsequent violation shall be punishable by a fine not to exceed \$250. Each subsequent violation within five years of a previous violation shall be punishable by a fine not to exceed \$500. Fines shall be in addition to any other penalty that may be imposed by law. Each violation constitutes a separate and distinct offense. If fines are not timely paid, liens may be filed on the property.
2. Civil penalties for collectors. A collector that knowingly mixes recyclables with solid waste may be issued a citation imposing civil penalties in an amount between \$1,000 and \$5,000.
3. Single-family residential property. The initial violation of this article shall be documented by a written warning for the first offense. The first subsequent violation

within five years of the written warning shall be punishable by a fine not to exceed \$50, the next subsequent violation within five years of the previous violation shall be punishable by a fine not to exceed \$100, the next subsequent violation within five years of the previous violation shall be punishable by a fine not to exceed \$150, the next subsequent violation within five years of the previous violation shall be punishable by a fine not to exceed \$250. All subsequent violations shall be punishable by a fine not to exceed \$500. Unpaid fines shall result in liens upon the property.

4. Hazardous waste violation. Any person who violates the terms of this chapter or any regulation intended to implement this chapter involving hazardous waste shall be issued a citation, and DPW may impose a fine of not more than \$500 for each offense, in addition to any other penalty that may be imposed by law. Violators shall also be responsible for the costs incurred in mitigation, remediation, and/or the proper disposal of such hazardous waste.

B. Any police officer or other person authorized by the Town Manager may issue a citation to any person who commits a violation of any section of the Solid Waste and Recycling Ordinance.

C. Any person fined or whose permit has been or may be revoked or suspended pursuant to this Section may request and shall be granted a hearing on the matter, provided that such request must be made, after notice to such person, and the hearing shall be conducted, in accordance with the provisions of Conn. Gen. Stat. §7-152c.

D. Climbing over railings or into containers at the Town's Transfer Station is strictly prohibited. Any individual found to violate permitted practices at the Town's Transfer Station may be subject to a suspension of privileges. Customers who do fail to pay Town's Transfer Station fees will fully be prosecuted.

VIII. Revocation or Suspension of License or Registration

Generally. Failure to comply with the provisions of this article shall be grounds for revocation or suspension of any license or registration issued under its provisions.

A. Notice required. Revocation or suspension shall become effective five calendar days after written notice is mailed by the Director unless a lesser time is indicated in the notice.

B. Person available to receive notice. Licensees must provide the Director with the name and address of a person who will always be available, in person or by designee, to receive notice either by mail or in-hand delivery. Lack of availability on the part of such person shall be deemed a waiver of required notice.

- C. Request for review. Upon receipt of a notice of suspension or revocation, the licensee may file a written request for review. Such request must be filed with the town clerk within five days of receipt of the notice. Failure to file within such time shall waive the licensee's right to review, making the suspension or revocation final and binding upon the refuse collector.
- D. Timely filing. If such request is filed within five days of receipt of notice, such request shall stay the revocation or suspension, excepting such cases where a stay would present substantial harm to the health, safety, and welfare of the public.
- E. Special appeals board, hearing. The Town Council may appoint a special appeals board consisting of four electors of the Town, one licensed refuse collector, and a member of the Town Council to serve as a nonvoting liaison member. The board shall, within 15 days of the request for hearing, hear and decide the matter. The decision of the board shall be final and binding upon the refuse collector.
- F. Loss of permission to use SWF. The Director shall have the right to request that the SWF or MRF deny any refuse collector admission to the SWF when in his opinion such collector has violated this article or the regulations.



TOWN OF ENFIELD

July 26, 2021

Honorable Members
Enfield Town Council
Enfield, Connecticut

Subject: Resolution Adopting Revised Bulky Waste Transfer Station Fee Schedule

Councilors:

Highlights:

- The Town of Enfield has experienced significant increases in the costs for the disposal of bulky waste, including waste collected at the transfer station and through bulk pick-ups.
- In order to fairly assign the costs for bulk collection and control costs the Department of Public Works has drafted a revised bulky waste fee schedule. This revised ordinance has been the subject of a public hearing, and the residents of Enfield have had the opportunity to express their opinions on this schedule to the Enfield Town Council.
- The Department of Public Works therefore respectfully requests that the Council approve the adoption of the attached revised bulky waste collection fee schedule.

Budget Impact:

There will be no impact on the town budget.

Recommendation:

That the Town of Enfield Town Council adopt the attached resolution.

Respectfully Submitted,

Donald Nunes
Director, Department of Public Works

Attachments:

1. Resolution.

ENFIELD TOWN COUNCIL

RESOLUTION NO. _____

Resolution to Adopt a Revised Bulky Waste Collection Fee Schedule

WHEREAS, the costs for the disposal of bulk Municipal Solid Waste collected at the Town of Enfield Transfer Station and through the residential bulk pickup program have been increasing at a significant rate; and

WHEREAS, the Enfield Department of Public Works has drafted a revised Bulky Waste Fee Schedule which is intended to control the cost of bulky waste collection to the Town; and

WHEREAS, this schedule has been reviewed and revised with the input of the Public Works Sub-Committee of the Town Council; and

WHEREAS, at a public hearing conducted on August 2, 2021 the residents of the Town of Enfield have had the opportunity to ask questions of Town staff and make comments to the Town Council regarding the proposed schedule.

THEREFORE, BE IT RESOLVED, the Enfield Town Council hereby approve and adopt the attached Bulky Waste Fee Schedule.

Date Prepared: July 26, 2021
Prepared By: The Department of Public Works

Town of Enfield
Bulky Waste Transfer Station – Fees

Fees – Effective September 1, 2021

Annual Permit.....	\$20.00 per vehicle
Annual Commercial Business with Primary Address in Enfield Permit	\$20.00 per vehicle
Disposal Rate (bulky non-yard waste)	\$0.10 per pound of material
Disposal Rate (yard waste)	\$0.00 per pound of material
Accepted Yard Waste: Leaves, brush, grass, tree debris (no longer than 6 feet in length and 12 inches in diameter), NO STUMPS. Leaves are to be placed in Brown Kraft bags or in loose form only. No Plastic Bags	
Disposal Rate (metal)	\$0.00 per pound of material
Metal must be weighed separately	
Disposal of Refrigeration Units	\$20 each unit
Curbside Residential Bulky.....	\$150 each truck load
*Out of Town Commercial One Day Vehicle Permit	\$25.00 per vehicle
*Out of Town Contractor must provide building permit for building material or yard waste form	



TOWN OF ENFIELD

July 8, 2021

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Resolution Increasing the ROV Election Workers rate per hour.

Councilors:

Highlights:

- The State has passed a statute increasing the Minimum wage to \$15+ dollars an hour. Thus, over the next few years we will be requesting these types of increases in order to completely comply.
- We are severely underpaying these temporary Election Day Workers compared to other Municipalities.
- Election Day Workers as listed below will increase \$1 per hour:
 - Moderators, Assistant Registrars/Moderators, Checkers, Ballot Clerks, Demonstrators, Tabulator Tenders and Head-Moderator
- These employee's work from 5pm until 7pm the night before an election and then back again at 5:30am the next morning until approx 9pm on Election night. This demonstrates a fantastic commitment by these employees that should be compensated accordingly.

Budget Impact:

There is no budget impact, as these increases were included in the 2021/2022 Municipal budget, that was passed by the Town Council in May of 2021.

Recommendation:

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

Respectfully Submitted,
Lewis Fiore
Thomas Kienzler
Enfield Registrar of Voters

Attachments:

1. Resolution

ENFIELD TOWN COUNCIL

RESOLUTION NO. _____

Resolution Increasing Rates of Pay for Election Workers

BE IT RESOLVED, that in accordance with Chapter V, Section 14 of the Town Charter, the rates of pay for the following election workers will be increased to the following:

Checkers, Ballot Clerks, Tabulator

Tenders and Demonstrators \$14.00 per hour effective September 7, 2021

BE IT FURTHER RESOLVED, that in accordance with Chapter V, Section 14 of the Town Charter, the rates of pay for the following election workers will be increased to the following:

Moderators \$19.00 per hour effective September 7, 2021

Assistant Registrars/Moderators \$16.00 per hour effective September 7, 2021

Head Moderator \$22.00 per hour effective September 7, 2021



TOWN OF ENFIELD

July 12, 2021

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Resolution Authorizing the Town Manager to Sign a Memorandum of Understanding with the North Thompsonville Fire Department

Councilors:

Highlights:

- The Enfield Police Department has initiated "phase three" of the Enfield Joint Operations Center program.
- One camera, as a part of this phase, is to be placed on the North Thompsonville Fire Department, 439 Enfield Street, Enfield, in order to provide camera coverage of the immediately surrounding area and intersection.
- The North Thompsonville Fire Department has requested a memorandum of understanding in order to memorialize the terms of this camera placement.
- This requested memorandum of understanding has been reviewed by the Town Attorney's Office and their requested changes made, and notice has been provided to the Town's Risk Manager, as directed by the Town Attorney's Office.

Budget Impact:

There will be 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 Sign a Memorandum of Understanding with the North Thompsonville Fire Department

WHEREAS, the Enfield Police Department has initiated "phase three" of the Enfield Joint Operations Center program; and

WHEREAS, one camera, as a part of this phase, is to be placed on the North Thompsonville Fire Department, 439 Enfield Street in order to provide camera coverage of the immediately surrounding area and intersection; and

WHEREAS, the North Thompsonville Fire Department has requested a Memorandum of Understanding in order to memorialize the terms of this camera placement; and

WHEREAS, the Memorandum of Understanding has been reviewed by the Town Attorney's Office.

NOW THEREFORE BE IT RESOLVED, that the Enfield Town Council authorizes the Town Manager or his designee to sign the Memorandum of Understanding on behalf of the Town of Enfield.

Date Submitted: July 12, 2021

Submitted by: Chief Alaric J. Fox, Enfield Police Department



TOWN OF ENFIELD

July 22, 2021

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Resolution Referring the Proposed Redevelopment of Land located at 117 Post Office Road to the Planning and Zoning Commission

Councilors:

Highlights:

- The Town is working in conjunction with Enfield Public Schools to bring 2 modular classrooms to the Stowe Early Learning Center.
- The Town Council must refer both changes to the Planning and Zoning Commission according to the requirements of Connecticut General Statute §8-24.

Budget Impact:

There is no budget impact.

Recommendation:

That the Town Council adopt the attached Resolutions.

Respectfully Submitted,

Kasia Purciello
Assistant Town Manager

Attachments:

1. Resolution

ENFIELD TOWN COUNCIL

RESOLUTION NO. _____

**Resolution Referring the Proposed Improvements to
Land Located at 117 Post Office Road to the Planning and Zoning Commission**

WHEREAS, the Town of Enfield (Town) owns the property located at 117 Post Office Road (Stowe Early Learning Center); and

WHEREAS, the Town, in conjunction with Enfield Public Schools, plans to put two modular classrooms on the property; and

WHEREAS, the Enfield Town Council must refer the proposed improvements to the Planning and Zoning Commission for a report in conformance with the requirements of Connecticut General Statute §8-24.

NOW THEREFORE BE IT RESOLVED, that the proposed improvements listed above are referred to the Planning and Zoning Commission in conformance with the requirements of Connecticut General Statute §8-24.

Prepared by: Town Managers Office
Date Prepared: July 22, 2021



TOWN OF ENFIELD

July 13, 2021

Honorable Members
Enfield Town Council
Enfield, Connecticut

Subject: Resolution Amending the Enfield Town Council and Enfield Board of Education Use of School and Town Facilities Policy

Councilors:

Highlights:

- The DPW Subcommittee has met several times to discuss several proposed changes to the Facility Use Policy.
- The revised policy makes the following changes:
 - Modifies and adds definitions;
 - Sets dates by which athletic teams must submit all materials to the Department of Public Works for field or facility assignment;
 - Adds language regarding deposits for non-athletic events or facility rentals;
 - Clarifies the order of priority for school and town facilities;
 - Disallows political campaign activity within town-owned property, with some exceptions;
 - Updates language on bumping and the appeal process;
 - Makes changes to schedule A;
 - Updates fee schedule in Schedule B and adds the Senior Center and Central Library; and
 - Adds an Audio Visual Technician and adjusts hourly rates of other associated costs.
- The policy will be reviewed by the Board of Education.

Budget Impact:

None.

Recommendation:

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

Respectfully Submitted,

Kasia Purciello
Assistant Town Manager

Attachments:

1. Resolution
2. Facility Use Policy

ENFIELD TOWN COUNCIL

RESOLUTION #_____

**Resolution Amending the Enfield Town Council and Enfield Board of
Education Use of School and Town Facilities Policy**

WHEREAS, it is the desire of the Enfield Town Council to have a comprehensive facility policy for all Town and Board of Education owned and controlled facilities to insure proper usage and compensation of said facilities; and

WHEREAS, the DPW Subcommittee has met to amend the Facility Use Policy to make several recommended changes.

NOW THEREFORE BE IT RESOLVED, that the Enfield Town Council does hereby adopt the Facility Use Policy in accordance with the attached revisions.

Created by: Town Manager's Office

Date: June 17, 2021

1 ENFIELD TOWN COUNCIL & ENFIELD BOARD OF EDUCATION
2 ENFIELD, CONNECTICUT
3
4

5 USE OF SCHOOL & TOWN FACILITIES

1330

7 A. Policy Statement

8
9 Subject to section 54-1 et seq. of the Town Code, the Town Council and the Board of Education may permit
10 the use of any Facility for educational or community purposes.
11

12 B. Definitions

- 13
14 1. Administrator for the school means a Principal or his or her designee; for the Town this
15 means the Director of the Facility, or his or her designee.
16
17 2. Associated Costs means, but is not limited to, fees for the services of any custodial
18 personnel, field monitoring or setup personnel, Audio Visual technician, utilities, supplies,
19 security personnel or other personnel deemed by the responsible Administrator to be
20 necessary in connection with the use of Facilities. Such costs shall be at the rates set forth
21 in the fee schedule.
22
23 3. Business Day means normal hours of operation of the Facility.
24
25 4. Community purpose means that which may serve or benefit the Town's residents in some
26 manner.
27
28 5. Facility means, but is not limited to, any building, meeting room, conference room, athletic
29 field, cafeteria, gymnasium, park, playground, recreational area, owned or maintained by
30 the Town of Enfield or the Enfield Board of Education.
31
32 6. Non-profit means (1) an organization recognized as such by the State of Connecticut or
33 the United States Internal Revenue Code or (2) the Town Committee of a major or minor
34 political party as defined by Conn. Gen. Stat. §9-372.
35
36 7. Political campaign activity means an event, gathering, rally or similar assembly either in
37 support of or in opposition to a candidate or group of candidates in an upcoming election.
38
39 8. Resident means an individual whose domicile is the Town of Enfield and shall include other
40 legal entities located within the Town.
41
42 9. School Year means that period of time beginning on the first day that school is in session
43 and ending on the last day that school is in session and includes school year vacations.
44
45 10. Town means the Town of Enfield, a municipal corporation located in Hartford County, in
46 the State of Connecticut, and includes the Town Council, Town boards, commissions,
47 agencies, departments and divisions.
48

49 C. Establishment of Rules and Procedures

50
51 The use of any Facility for educational or community purposes shall be governed by the following
52 rules and procedures and shall be subject to such restrictions as the Town Manager or
53 Superintendent of Schools or their designee(s) consider(s) expedient. This policy is read in
54 conjunction with section 54-1 et seq. of the Town Code. If there is any conflict between this policy
55 and the Town Code, the Code provisions will prevail. This policy shall not apply to the use of school
56 buildings and/or portions therein, during the business day of the school.
57

Consistent with this policy, the Town Manager and Superintendent of Schools shall promulgate Administrative Regulations and associated forms for the use of buildings and Facilities. Since the primary purpose of public school facilities is for public educational activities, including athletic events, such activities will have priority over all other requested uses of school Facilities.

D. Application Procedures

An application for use of a school Facility shall be submitted to the school Administrator during the school year. In the absence of the school Administrator, and during summer vacation, the application shall be submitted to the Town's Facilities Director.

An application for use of a Town Facility shall be submitted to the Town Administrator for the Town Facility. The Town Manager shall determine the appropriate Administrator for Town Facilities.

The application shall specify the Facility requested. All school or Town equipment shall not be used without the express written permission of the Administrator.

The school Administrator shall forward to the Town's Facilities Director each application for the use of school buildings and/or portions therein, with a recommendation, as to approval or denial. The Town's Facilities Director shall review the applications, determine the amount of fees to be collected, and forward approved requests to the School Administrator for scheduling. Approval of the use of the school Facility may be revoked at any time by the Superintendent of Schools or his or her designee.

The school Administrator shall forward to the Town's Facilities Director each application for the use of school grounds, including athletic fields, with a recommendation, as to approval or denial. The Town's Facilities Director shall review the application, determine the amount of fees to be collected, and forward approved requests to the Director of Public Works, or their designee, for final approval and scheduling. Approval of the use of the school grounds may be revoked at any time by the Town Manager or his or her designee.

The Town Administrator shall forward to the Director of Public Works, or their designee, each application for the use of town facilities with a recommendation as to approval or denial. The Director of Public Works or their designee shall make a final determination whether to approve the application. For those applications approved, the Director of Public Works or their designee shall determine scheduling and the amount of fees to be collected. Approval of the use of a Town Facility may be revoked at any time by the Town Manager or his or her designee.

~~Facilities, including athletic fields, for athletic and/or sports events shall be assigned to outside organizations based on need and roster size with non-profit teams comprised of 90% Enfield residents taking priority, followed by other non-profit groups, for-profit groups, and all other groups. Assignment of facilities, including athletic fields, for athletic and/or sports events will be based on the number of Enfield residents on the team. No out-of-town residents will be counted for assignment purposes. All organizations shall electronically submit proof of insurance, rosters including names and residence of participants, schedule and location request to the Director of Public Works, or his designee. All materials shall be submitted by the following dates for each sports season:~~

- i. Spring: February 15
- ii. Summer: April 15
- iii. Fall: August 15
- iv. Winter: November 15

~~Facilities for non-athletic and/or non-sports events will be assigned in order of receipt of the application AND upon receipt of the required deposit as set forth below.~~

~~All approved applications must be secured by a deposit of 20% of the Rental Fees set forth in Schedule B within 15 days of such approval. The balance shall be paid no later than 30 days prior to the date of the activity or event. Failure to pay the deposit and balance when due shall result in~~

the cancellation of the approval. The deposit and any additional payments toward the balance of the rental fees will be refundable only if the applicant provides written notice of cancellation to the Facilities Director, which notice must be received no less than 30 days prior to the date of activity or event.

E. Eligible Organizations and Priority of Use

Administrators responsible for reviewing and recommending requests for use of Facilities will use the following guidelines regarding priority use.

Order of Priority:

1. School Facilities

- a. School events or activities, including educational and athletic
- b. School-sponsored events or activities
- c. ~~Items listed under sections 2. a., d., e., f. and g. below~~
- d. ~~Town Council, boards, commissions, agencies or departmental~~ events or activities
- e. All other organizations

2. Town Facilities

- a. ~~Town Council, boards, commissions, agencies or departmental~~ events or activities
- b. School events or activities, including educational and athletic
- c. School-sponsored events or activities
- d. All other organizations
- e. ~~Activities of non-profit organizations with principal offices in the Town, other than school related organizations covered by category #2b. and c. above.~~
- f. ~~Activities of non-profit organizations operating within the Town, other than school related organizations covered by category #2b. and c. above.~~
- g. ~~For-profit groups or organizations operating within Town.~~
- h. ~~All other groups.~~

In the event of the cancellation of any Town or School sponsored event or activity as set forth above, due to weather or any other unforeseen circumstance, the event or activity may be rescheduled to a convenient date that may require the "bumping" of an outside organization's reservation. Bumping will occur in order of priority listed above. The outside organization shall be provided with an alternate date.

F. Restrictions on Use of Facilities

In addition to the restrictions set forth in section 54-1 et seq. of the Town Code, the restrictions below shall apply to the use of Facilities. Any violation of this Policy or any applicable Administrative Regulations may result in permanent revocation of the privilege to use Town or school Facilities by the organization and/or individuals involved.

1. The organization shall be responsible for any damage to equipment or buildings that occur during its use of the Facility.

2. Users of Facilities must designate a responsible adult supervisor to: be on site before the first participant has arrived; remain throughout the event; and not leave until after the last participant has left the Facility. Supervisors must have cell phones with them during the event.
3. No illegal activities are permitted.
4. Use or possession of tobacco, alcoholic beverages or unauthorized controlled substances is not permitted in or on school facilities.
5. Use of tobacco is not permitted within Town buildings. Unauthorized controlled substances are not permitted on Town property. Alcoholic beverages shall not be consumed on Town property or brought into a Town building, without proper permits in place.
6. Refreshments may not be prepared, served or consumed without the proper approvals. If such approval is granted, refreshments may be prepared, served and consumed only in areas designated.
7. Advertising, decorations or materials must be approved by the Town/School Administrator.
8. Advertising, decorations or other materials that promote the use of illegal drugs, tobacco products, or alcoholic beverages are not permitted.
9. Activities that are disruptive of the regular ongoing school or Town business are not permitted.
10. Nothing shall be sold, given, exhibited, or displayed without approval by the Administrator.
11. Any area deemed "off limits" shall not be used.
12. Town/School Administrators must make arrangements to hire uniformed police at all school events or combination of events for which traffic and parking problems may be expected. Such determination is the prerogative of the Town/School Administrator upon review of the rental application. Multiple events requiring uniformed officers shall pro-rate the cost for the uniformed officer(s) to the applicant involved on a basis to be determined by the Public Works Director for Town sites and the Facility Director for school sites.
13. Political campaign activities are not permitted inside town-owned property. This does not include bi-partisan or non-partisan public information sessions, constituent services, or photographing of candidates in the Joseph E. O'Conner Gazebo.

G. Fees and Other Costs

Users of Facilities shall be responsible for the fees and costs set out in a fee schedule as established jointly by the Town Manager and Superintendent of Schools. Rental fees and/or associated costs otherwise applicable may be waived by the Town Manager or Superintendent of Schools if such waiver is deemed by the Town Manager or Superintendent of Schools to be in the best interest of the Town or the school, respectively. The following guidelines shall be incorporated into such fee schedule:

Category	Example	Fee Charged	
		Facility Rental	Associated Costs
School-sponsored programs	High School Football, HS Band, etc.	No	No
Activities that Further Educational Objectives of Public Schools	PTO, Booster Clubs, Safe Graduation Committees, etc.	No	No

232	Town Department or Agency Activity	Council, Social Services, Recreation, etc.	No	No
233				
234				
235	Non-profits with principal offices	Enfield Soccer Club, Ramblers,	No*	No
236	located in the Town of Enfield and	Enfield Little League		
237	athletic organizations listed on	Loaves and Fishes, etc.		
238	Schedule A.			
239				
240	Non-profits with principal offices	Enfield Soccer Club, Ramblers,	No*	Yes
241	located in the Town of Enfield and	Enfield Little League		
242	athletic organizations listed on	Loaves and Fishes, etc.		
243	Schedule A using for purposes of			
244	fund raising.			
245				
246	Non-profits operating in Town	American Red Cross	No*	Yes
247				
248	All other entities, including, but not		Yes	Yes
249	limited to, individuals, groups, associations,			
250	organizations and/or businesses.			
251				

252 * Outdoor athletic facilities are subject to Rental Fees as set forth on the attached Schedule A.

253 H. Insurance and Liability

254 The Facility user assumes all responsibility and liability for any injury to persons, and for damage
255 to and loss of school or Town property in connection with the use of the Facility. The user holds
256 the Town and school employees and the Town Council and Board of Education harmless for any
257 such losses or damages. Responsibility and indemnification are detailed in the rental agreement.

258 Users must provide a certificate of insurance with their application. The minimum limits of liability
259 are as follows:

260 General Liability - \$1,000,000 Each Occurrence
261 \$2,000,000 Aggregate

262 Automobile Liability - \$1,000,000 Combined Single Limit

263 Users having either volunteer workers or paid employees must provide Workers Compensation
264 coverage, including Employers Liability Coverage in the amount of \$100,000/500,000/100,000.

265 Individual users are required to provide a copy of their homeowner's or apartment dweller's
266 insurance policy declarations page. Minimum personal liability coverage of \$300,000 is required.

267 I. Appeal of Denial of Facility Use

- 268 1. Any applicant denied use of a Town facility, **including an athletic field or fields**, or whose
269 use has been revoked, shall have the right to appeal such denial or revocation to the **Public**
270 **Works subcommittee**. Facility Use Appeals Committee. The Committee shall be comprised
271 of five members as follows: the Mayor shall appoint two (2) members of the Town Council;
272 the Chair of the Board of Education shall appoint two (2) members of the Board of
273 Education; the fifth member shall be the Town Manager. All appeals shall be submitted in
274 writing to the Town Manager's Office.
- 275 2. Any applicant denied use of a school facility, **excluding an athletic field or fields and**
276 **gymnasiums**, or whose use has been revoked shall have the right to appeal such denial or
277 **revocation in writing to the Superintendent's Office.**

278 J. Upon review of an application for use of a Facility, including its proposed duration, location and 279 type of use, the application may be referred to and reviewed by the Town Attorney to determine if

the proposed use of the facility should be subject to a lease or other agreement which may be subject to approval by the Town Council.

DRAFT

348 SCHEDULE A

349 Rental Fees for Outdoor Athletic Facilities

350 Includes Pickleball Complex, Baseball, Softball, Football, Field Hockey, Lacrosse, and Soccer
351 Fields

352 Artificial Turf Fields (not subject to Tournament Fees):

353 \$1000.00 for up to four (4) hours (mandatory minimum fee). Lights Included

354 \$250.00 per hour for every hour, or part thereof, after the first four (4) hours. Lights Included

355 Grass Fields: \$75.00 per game (Tournament Fees listed below).

356 \$400.00 per season for practices (maximum of two practices per week)

357 Spring Season is defined as May through July.

358 Fall Season is defined as August through October.

359 Lights at Grass Fields: \$25.00 per game (Tournament Fees listed below).

360 Tournaments:

361 Definition: A series of contests and/or games between 4 or more invited teams held over a one to
362 three-day period.

363 Tournaments must be approved by the Facilities Manager and/or his/her agent. The Town may
364 require that the sponsoring organization provide at its own expense services including, but not
365 necessarily limited to, police, security, trash removal and additional sanitary facilities as deemed
366 necessary.

367 Non-Exempt Organizations: \$1000.00 per day per field.

368 Exempt Athletic Organizations (listed below): \$500.00 per day per complex.

369 For an exempt athletic organization's tournament, a complex is one or more outdoor athletic fields
370 located on one property.

371 Lights for Tournaments: Included in Tournament Fee.

372 Athletic Organizations Exempt from the
373 Rental Fees Listed Above

374 Enfield Little League Enfield Girls' Softball Association Enfield Soccer Club

375 Enfield Men's Softball Greater Enfield Men's Softball League Allied Enfield Stars

376 Enfield Ramblers Football Enfield Women's Softball League Enfield Men's Over 30 Soccer

377 Enfield Soccer Association Enfield Fireballs American Legion Baseball – 15U, 17U and 19U

378 A team can file a written application to the Town Manager's Office for exemption status for a term of one
379 year, if the team meets the following criteria:

- 380
- 381 1. 90% of the players on the roster have Enfield residency, and
 - 382 2. The organization provides proof of not-for-profit status.
- 383

384 The written applications will then be reviewed by the Public Works Subcommittee. Recommendations will
385 be brought before the Town Council for final decision. The list of exempt teams will be reviewed by the
386 Town Council in December of each year. **Thereafter, on an annual basis, the list of exempt teams will be**
387 **reviewed by the Director of Public Works, or their designee.**

388 Teams that are approved for exemption status will be eligible for a refund of field rental fees or a reduction
389 of tournament fees, provided that the above-referenced application for exemption is filed with the Town
390 Manager's Office no later than 30 (thirty) calendar days after the payment of such fees.

SCHEDULE B

Rental Fees for Indoor Facilities

~~SECONDARY SCHOOLS (EHS, ENFIELD ANNEX AND JFK)~~

ENFIELD HIGH SCHOOL AND JFK MIDDLE SCHOOL

AUDITORIUM

\$500.00 For Up to Four Hours for Entities with principal offices in the Town of Enfield

\$75.00 **\$125.00** Per Hour for Each Additional Hour for Entities with principal offices in the Town of Enfield

\$300.00 **\$1000.00** For Up to Four Hours A Four Hour Minimum for out-of-town organizations

\$250 Per Hour for Each Additional Hour for out-of-town organizations

Additional Cost:

\$200.00 for Board of Education or Town of Enfield Audio Visual (AV) Technician for up to Four Hours

\$50.00 Per Hour for Each Additional Hour

GYMNASIUM:

\$200.00 **\$500.00** For Up to Four Hours A Four Hour Minimum

\$50.00 **\$125.00** Per Hour for Each Additional Hour

BAND ROOM OR CHORUS ROOM:

\$400.00 **\$275.00** For Up to Four Hours A Four Hour Minimum

\$25.00 **\$69.00** Per Hour for Each Additional Hour

CLASSROOM:

\$50.00 **\$225.00** For Up to Four Hours A Four Hour Minimum

\$15.00 **\$57.00** Per Hour for Each Additional Hour

ENFIELD ANNEX

AUDITORIUM

\$300.00 **\$500.00** For Up to Four Hours A Four Hour Minimum

\$75.00 **\$125.00** Per Hour for Each Additional Hour

GYMNASIUM:

\$200.00 **\$450.00** For Up to Four Hours A Four Hour Minimum

\$50.00 **\$113.00** Per Hour for Each Additional Hour

BAND ROOM OR CHORUS ROOM:

\$400.00 **\$275.00** For Up to Four Hours A Four Hour Minimum

\$25.00 **\$69.00** Per Hour for Each Additional Hour

CLASSROOM:

\$50.00 **\$225.00** For Up to Four Hours A Four Hour Minimum

\$15.00 **\$57.00** Per Hour for Each Additional Hour

ENFIELD ANNEX AND JFK POOLS:

\$200.00 For A Four Hour Minimum

\$50.00 Per Hour for Each Additional Hour

ELEMENTARY SCHOOLS

CAFETERIA OR GYMNASIUM:

\$400.00 **\$250.00** For Up to Four Hours A Four Hour Minimum

\$25.00 **\$63.00** Per Hour for Each Additional Hour

462 CLASSROOM:
463 \$50.00 ~~\$225.00~~ For Up to Four Hours A Four Hour Minimum
464 \$15.00 ~~\$57.00~~ Per Hour for Each Additional Hour
465

466 **ASSOCIATED COSTS**

467 **Audio Visual Technician** \$50.00 Per Hour
468 Field Monitor \$12.00 Per Hour
469 Gym Monitor \$12.00 Per Hour
470 Buildings and Grounds Staff Member \$40.00 Per Hour \$51.01 Per Hour
471 Uniformed Police Officer \$58.00 Per Hour \$62.12 Per Hour
472 Lifeguards (Three Minimum) \$50.00 Per Hour
473 Custodian \$40.00 Per Hour \$42.08 Per Hour
474

475 Fees are computed on a daily rate basis. For example, the fee for a Friday and Saturday event running
476 under four hours each day in the Enfield Annex is \$1000.00 (\$500 per day). The fee for a Friday and
477 Saturday event running six hours each day in the Enfield Annex is \$1400.00 ~~\$1500.00~~ (\$750.00 \$700.00
478 per day for the six hours each day) plus any associated costs levied.
479

480 **ENFIELD PUBLIC LIBRARY (CENTRAL – 104 MIDDLE ROAD)**

481
482 Large Community Room
483 \$275.00 For Up to Two Hours
484 \$69.00 Per Hour for Each Additional Hour
485

486 **SENIOR CENTER**

487
488 Large Community Room
489 \$275.00 For Up to Two Hours
490 \$69.00 Per Hour for Each Additional Hour
491

492 **TOWN HALL**

493
494 COUNCIL CHAMBERS
495 \$100.00 ~~\$275.00~~ For Up to Four Hours A ~~Two Hour~~ Minimum
496 \$25.00 ~~\$69.00~~ Per Hour for Each Additional Hour
497

498 ENFIELD ROOM
499 \$50.00 ~~\$200.00~~ For Up to Four Hours A ~~Two Hour~~ Minimum
500 \$25.00 ~~\$50.00~~ Per Hour for Each Additional Hour
501

502 THOMPSONVILLE ROOM
503 \$50.00 ~~\$150.00~~ For Up to Four Hours A ~~Two Hour~~ Minimum
504 \$15.00 ~~\$38.00~~ Per Hour for Each Additional Hour
505

506 Adopted by Town Council: July 7, 2008
507 Revised: May 16, 2011
508 Adopted by Board of Education: July 8, 2008
509 Revised: March 18, 2019
510 Revised: August 5, 2019
511 Revised: September 17, 2019
512