



AGENDA ENFIELD TOWN COUNCIL REGULAR MEETING

Monday, September 20, 2021

7:00 PM - Council Chambers

<https://youtu.be/XdzMJULX1Oo>

6:50 – Public Hearing - Accessory Dwelling Units

- 1. PRAYER – Cindy Mangini**
- 2. PLEDGE OF ALLEGIANCE**
- 3. ROLL CALL.**
- 4. FIRE EVACUATION ANNOUNCEMENT.**
- 5. MINUTES OF PRECEDING MEETINGS.**
 - **Regular Meeting – August 30, 2021**
 - **Special Meeting – September 7, 2021**
 - **Regular Meeting – September 7, 2021**
- 6. SPECIAL GUESTS.**
 - **Constitution Week Proclamation – Daughters of the American Revolution**
- 7. PUBLIC COMMUNICATIONS AND PETITIONS.**
- 8. COUNCILOR COMMUNICATIONS AND PETITIONS.**
- 9. TOWN MANAGER REPORT AND COMMUNICATIONS.**
 - **Project and Activities Report**
- 10. TOWN ATTORNEY REPORT AND COMMUNICATIONS.**
- 11. REPORT OF SPECIAL COMMITTEES OF THE COUNCIL.**
- 12. OLD BUSINESS.**
 - A. 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)
 - C. Discussion/Resolution:** Resolution Adopting the Revised Solid Waste Ordinance. (Tabled 08/02/2021)

- D. **Discussion/Resolution:** Resolution Adopting Revised Bulky Waste Transfer Station Fee Schedule. (Tabled 08/02/2021)

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.**
- B. **Appointment(s) – Town Council Appointed.**
- C. **Appointment(s) – Town Manager Appointed/Council Approved.**
- D. **Appointment(s) – P & Z Commission Appointed- Council Approved.**
- E. ****Discussion/Resolution:** Resolution to Approve a Three-Year Collective Bargaining Agreement with Teamster’s, Local # 671.
- F. ****Discussion/Resolution:** Request for Transfer of Funds for the Collective Bargaining Agreement with Teamster’s, Local # 671 \$56,820.
- G. ****Discussion/Resolution:** Resolution to opt out of the provision of Public Act (PA) No.21-29 regarding Accessory Dwelling Units (ADU’s) per Section 6 (f).
- H. ****Discussion/Resolution:** Resolution Referring to the Planning and Zoning Commission Proposed Conveyance of Town-Owned Land Located at 110 High Street.
- I. ****Discussion/Resolution:** Resolution Setting a Public Hearing Proposed Conveyance of Town-Owned Land Located at 110 High Street.
- J. ****Discussion/Resolution:** Resolution Authorizing the Town Manager to sign a Real Estate Purchase Contract on behalf of the Town of Enfield for the sale of 110 High Street.
- K. ****Discussion/Resolution:** Resolution Referring to the Planning and Zoning Commission Proposed Conveyance of Town-Owned Land Located at 52 Prospect Street.
- L. ****Discussion/Resolution:** Resolution Setting a Public Hearing Proposed Conveyance of Town-Owned Land Located at 52 Prospect Street.

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: September 20, 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 Journal Inquirer on Friday, September 10, 2021.

TOWN OF ENFIELD
LEGAL NOTICE

The Enfield Town Council will hold a PUBLIC HEARING on September 20, 2021 at 6:50 p.m. in the Enfield Town Hall Council Chambers, 820 Enfield Street, Enfield, Connecticut in order to allow public comment on the OPT OUT PROVISION FROM PA 21-29 FOR THE ACCESSORY DWELLING UNITS (ADU) PROVISIONS. Information regarding the proposed opt out provision can be viewed at www.enfield-ct.gov.

Please direct any questions to the Planning Department at 860-253-6355.

Dated this 9th day of September, 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 NOTICE

PUBLIC NOTICE
LEGAL ACTION NOTICE ENFIELD INLAND WETLANDS
AND WATERCOURSES AGENCY

The Commission held a Regular Meeting on Tuesday, September 07, 2021 at 7:00 P.M. and made the following actions:

- IW#629 52 South Road** Discussion for possible Agent Approval for a storage garage and geo-grid style gravel road addition request; Amy Molina, Applicant/Owner; Map 73/Lot 94; R-44 Zone. **APPROVED**
- IW#630 27 Crescent Beach Drive** Discussion for possible Agent Approval for above ground pool and dock installation; Nancy Martin, Applicant/Owner; Map 97/Lot 9; R-33 Zone. **APPROVED**

Dated this 8th day of September 2021, Donna Corbin-Sobinski, Chairman, Information is available at the Enfield Planning Office, Enfield Town Hall

Journal Inquirer
September 10, 2021

PUBLIC NOTICE
NOTICE OF DRAFT
HOMEOWNER ASSISTANCE FUND
PLAN AND PUBLIC HEARING

The State of Connecticut Department of Housing (DOH) in collaboration with the Connecticut Housing Finance Authority (CHFA) are seeking public input regarding a draft Homeowner Assistance Fund (HAF) Plan prior to submission to the United States Treasury Department of the final plan.

The American Rescue Plan Act of 2021 (ARP) established the HAF to mitigate financial hardships associated with the coronavirus pandemic (COVID-19).

Pursuant to ARP, the U.S. Treasury Department has allocated \$123,135,792.00 to the State of Connecticut for the purpose of preventing homeowner mortgage delinquencies, defaults, foreclosures, loss of utilities or home energy services, and displacements of homeowners experiencing financial hardship after January 21, 2020.

The ARP and guidance issued by the U.S. Treasury Department contain restrictions and requirements on the use of the HAF Funds. The State anticipates submitting a HAF Plan to the U.S. Treasury Department on or before October 15, 2021.

This notice is being published to afford interested persons the opportunity to comment on and provide input on the anticipated submission of the HAF Plan.

Interested persons can provide input presently and until 5:00 p.m. on Friday, September 17, 2021 by sending written comments to: PublicComment@chfa.org. (DOH and CHFA may in their discretion also consider input which is received after that date.)

A preliminary draft of the HAF Plan is available on CHFA's website at www.chfa.org/haf.

CHFA and DOH will also hold a public hearing on September 17, 2021 beginning at 10:00 a.m. This public hearing will take place telephonically and all are invited to participate by dialing (888) 330-1716. When prompted, enter the Access Code: 6880376.

Any member of the public who is seeking a physical location and electronic equipment necessary to attend the public hearing in real time must submit a written request to Amy Tibor at amy.tibor@chfa.org no later than September 16, 2021, at 10:00 a.m.

Journal Inquirer
September 10, 2021
September 11, 2021



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Journal Inquirer

PUBLIC NOTICE

PUBLIC NOTICE
TOWN OF SOMERS
ZONING COMMISSION

The Somers Zoning Commission will hold a Public Hearing on Monday, September 20, 2021 at 6:00 PM in the Town Hall Auditorium, 600 Main Street, Somers, to receive public comments on the following:

- #21-002: Mark and Karen Murdoch, 359 Mountain Road, Somers; seeking a Special Use Permit for a Farm Vineyard and Winery pursuant to Section 6.12 of the Somers Zoning Regulations to allow the operation of a tasting room and sale of wine for consumption on and off premises.

Said application(s) are on file in the Land Use Office of the Town of Somers, Somers Town Hall. At this hearing, interested persons may be heard and written communications received.

Dated at Somers, Connecticut this 7th day of September 2021

Zoning Commission
Jill Corliss, Chairman

Journal Inquirer
September 10, 2021
September 17, 2021

PUBLIC NOTICE
NOTICE OF PUBLIC SALE

To satisfy the owner's storage lien, PS Orange Co. Inc. will sell at public lien sale on September 22, 2021, the personal property in the below-listed units, which may include but are not limited to: household and personal items, office and other equipment. The public sale of these items will begin at 09:30 AM and continue until all units are sold.

PUBLIC STORAGE # 24427, 188 Roberts Street, East Hartford, CT 06108, (860) 243-3177 Time: 11:00 AM
1015 - Cameron, Mark; 1108 - Williams, Lakisha; 2163 - Daly, William; 2165 - Mikkelsen, Kayra; 3025 - Small, Donesia; 3041 - Johnson, April; 3079 - Smith, Jamal; 3122 - Brown, Christina; 4134 - Lowen, Dba; 4185 - Hunt, Devon; A033 - Lee, Kenneth; D214 - Augustus, Marion; D227 - Feato, Matt; E271 - Ross, Robin; G379 - Morales Jr., Jose

PUBLIC STORAGE # 21519, 440 Tolland Tpke, Manchester, CT 06042, (860) 288-2434 Time: 11:30 AM
C018 - MacLaviash, Amanda; C140 - Mccorey, Vadai; C161 - Colon, Adarys; C289 - Gordon, Karishma; C357 - Bassett, Benjamin; F005 - Gallot, Daniel

PUBLIC STORAGE # 25710, 100 Taylor Street, Manchester, CT 06042, (860) 288-2435 Time: 12:00 PM
192 - Peterson, Maggie; 356 - Tiggett, Shakara
PUBLIC STORAGE # 26823, 115-D Elm Street, Enfield, CT 06082, (860) 222-7423 Time: 12:30 PM
B017 - McIvery, Daniela; C171 - Harshman, Jackie; D001 - Nielsen, Kyle; D040 - Lane, Sheri

Public sale terms, rules, and regulations will be made available prior to the sale. All sales are subject to cancellation. We reserve the right to refuse any bid. Payment must be in cash or credit card-no checks. Buyers must secure the units with their own personal locks. To claim tax-exempt status, original RESALE certificates for each space purchased is required. By PS Orangeco, Inc., 701 Western Avenue, Glendale, CA 91201. (818) 244-8080.

Journal Inquirer
September 9, 2021
September 10, 2021

PUBLIC NOTICE

PUBLIC NOTICE
TOWN OF EAST WINDSOR
INLAND WETLANDS WATERCOURSES AGENCY
NOTICE OF ACTIONS

AGENT DECISION/APPROVED, with conditions:

Permission granted to Daniel Bell, 228 Scantic Road, to construct a new house, front walk, driveway, and septic system within the 150 foot upland review area on Scantic Road, East Windsor, CT.

Journal Inquirer
September 10, 2021

PUBLIC NOTICE
Legal Notice

Pursuant to statutes 42-159 through 42-169 of the CT general statutes, notice is hereby given that Vernon Self Storage Centers LLC, located at 73 West Street, Vernon, CT 06066, will sell the contents of the units listed below at public auction to the highest bidder to satisfy unpaid storage fees. The auction will be held Monday, October 4th, at 3:00pm at Vernon Self Storage Centers LLC at 73 West St, Vernon CT 06066. All units contain general household contents except where noted. Please call 860-875-9991 to confirm the auction the day before.

V017 Evelyn and Tol Cooper
V060 Vanessa Duncan

Vernon Self Storage Centers LLC reserves the right to (1) bid at the public auction, (2) to refuse any and all bids, (3) to cancel the auction.

Journal Inquirer
September 3, 2021
September 10, 2021

PUBLIC NOTICE
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Town of Vernon will conduct a public hearing on September 27, 2021, at 7:00 PM at Vernon Town Hall, 14 Park Place, 3rd Floor Council Chambers, Vernon, CT.

The purpose of the public hearing is to review the Town's 2018 Small Cities Community Development Block Grant Regional Program which provided funding for the Town of Vernon's Regional Crumbling Foundations Testing Program.

If you are unable to attend the public hearing, you may direct written comments to Matthew Hellman, Social Service Director, Town of Vernon, or you may telephone (860) 870-3567. Additional information may be obtained at the above address Monday to Wednesday, 8:30 AM to 4:30 PM, Thursday 8:30 AM to 7:00 PM and Friday 8:30 AM to 1:00 PM.

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

All are encouraged to attend. The hearing is accessible to the handicapped. Any disabled persons requiring special assistance or non-English speaking persons should contact Steve Prattson, Town of Vernon ADA Coordinator at (860) 870-3651 at least five days prior to the hearing.

The Town of Vernon is an Equal Opportunity
Employer/Affirmative Action

Journal Inquirer
September 10, 2021
September 23, 2021

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PUBLIC NOTICE

PUBLIC NOTICE
TOWN OF ENFIELD
LEGAL NOTICE

The Enfield Town Council will hold a PUBLIC HEARING on September 20, 2021 at 6:50 p.m. in the Enfield Town Hall Council Chambers, 820 Enfield Street, Enfield, Connecticut in order to allow public comment on the OPT OUT PROVISION FROM PA 21-29 FOR THE ACCESSORY DWELLING UNITS (ADU) PROVISIONS. Information regarding the proposed opt out provision can be viewed at www.enfield-ct.gov.

Please direct any questions to the Planning Department at 860-253-6355.

Dated this 9th day of September, 2021.

Stella M. Bailey, Town Clerk

Journal Inquirer
September 10, 2021

PUBLIC NOTICE
Town of Vernon

The Vernon Planning & Zoning Commission (PZC) will hold a public hearing on the Draft Plan of Conservation and Development (POCD) at a special meeting on Tuesday, September 14, 2021 at 7:00 p.m. at The Rockville High School Auditorium, 70 Loveland Hill Rd, Vernon CT, 06066. The Draft POCD document, dated May 25, 2021, has been filed in the Town Clerk's Office. The Draft Plan of Conservation & Development is available for inspection by the public in the office of the Town Clerk (14 Park Place, Vernon CT), at the Planning Department (55 West Main Street, Vernon, CT), or on the Town of Vernon website: www.vernon-ct.gov.

Roland Klee, Chairperson

Planning & Zoning Commission (PZC)

Journal Inquirer
September 3, 2021
September 10, 2021

PUBLIC NOTICE
NOTICE OF PUBLIC SALE

In accordance with the provisions of State law, there being due and unpaid charges for which the undersigned is entitled to satisfy an owner and/or manager's lien of the goods hereinafter described and stored at the Life Storage location (s) listed below.

LifeStorage, 269 Oakwood Drive, Glastonbury, CT 06033, 860-657-8047

Space No.	Customer Name	Inventory
E14	Albert Gilbert	Hshld Gds/Tools/App
E27	Lydia Smith	Hshld Gds/Bins
C12	Sara Aitken	Hshld Gds/Furn/Tools/App
E30	Michael Ayala	Hshld Gds/Furn
M4	Philip Amato	Hshld Gds/TV Stereo Tools/App/Oil/Fum Machines/Equip

And, due notice having been given, to the owner of said property and all parties known to claim an interest therein, and the time specified in such notice for payment of such having expired, the goods will be sold to the highest bidder or otherwise disposed of at a public auction to be held online at www.StorageTreasures.com, which will end on September 27, 2021, 10:00 AM.

Journal Inquirer
September 8, 2021
September 10, 2021

**ENFIELD TOWN COUNCIL
MINUTES OF A SPECIAL MEETING
MONDAY, AUGUST 30, 2021**

A Special Meeting of the Enfield Town Council was called to order by Chairman Ludwick on Monday, August 30, 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, Szewczak and Unghire. Also present were Town Manager, Christopher Bromson; Town Attorney, James Tallberg and Deputy Town Clerk, Kenzy Lee

Also present for outside bond counsel was Attorney Matthew Ritter.

RESOLUTION #5888 by Councilor Muller, seconded by Councilor Riley.

A Resolution to Appropriate \$30,000,000 for Reconstruction and Repair of Various Town Roads and Roadside Elements and to Authorize the Issuance of Bonds, Notes or Temporary Notes in an Amount Not to Exceed \$30,000,000 to Finance the Appropriation

MOTION #5889 by Councilor Mangini, seconded by Councilor Unghire to waive the reading of the resolution.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #5889** adopted 11-0-0.

A copy of the resolution is appended to these minutes

Mr. Bromson stated his belief the Town has clearly articulated the four different questions for the referendum over the last several months. He noted this is the last day to adopt the questions, so they can be on the referendum in November.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #5888** adopted 11-0-0.

RESOLUTION #5890 by Councilor Muller, seconded by Councilor Riley.

A Resolution to Appropriate \$6,500,000 for Recreational Improvements at Higgins Park and the Installation of Splashpads at Green Manor Park, Hazardville Memorial Elementary School and Prudence Crandall Elementary School and to Authorize the Issuance of Bonds, Notes or Temporary Notes in an Amount Not to Exceed \$6,500,000 to Finance the Appropriation

MOTION #5891 by Councilor Cekala, seconded by Councilor Unghire to waive the reading of the resolution.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #5891** adopted 11-0-0.

A copy of the resolution is appended to these minutes

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #5890** adopted 11-0-0.

RESOLUTION #5892 by Councilor Riley, seconded by Councilor Cressotti.

A Resolution to Appropriate \$13,700,000 for the Repair of Roofs of Various Town Buildings and Schools and to Authorize the Issuance of Bonds, Notes or Temporary Notes in an Amount Not to Exceed \$9,000,000 to Finance the Appropriation, with the Balance Funded by Grants and Other Available Funds

MOTION #5893 by Councilor Mangini, seconded by Councilor Unghire to waive the reading of the resolution.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #5893** adopted 11-0-0.

A copy of the resolution is appended to these minutes

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #5892** adopted 11-0-0.

RESOLUTION #5894 by Councilor Muller, seconded by Councilor Cressotti.

A Resolution to Appropriate \$15,100,000 for the Construction of a Regional Public Safety Complex and to Authorize the Issuance of Bonds, Notes or Temporary Notes in an Amount Not to Exceed \$2,500,000 to Finance the Appropriation, with the Balance Funded by Grants and Other Available Funds

MOTION #5895 by Councilor Mangini, seconded by Councilor Cressotti to waive the reading of the resolution.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #5895** adopted 11-0-0.

A copy of the resolution is appended to these minutes

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #5894** adopted 11-0-0.

RESOLUTION #5896 by Councilor Muller, seconded by Councilor Szewczak.

A Resolution to Submit Appropriation and Bonding Resolutions to Referendum

MOTION #5897 by Councilor Mangini, seconded by Councilor Riley to waive the reading of the resolution.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #5897** adopted 11-0-0.

A copy of the resolution is appended to these minutes

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #5896** adopted 11-0-0.

ADJOURNMENT

MOTION #5898 by Councilor Muller, seconded by Councilor Szewczak to adjourn.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #5898** adopted 11-0-0, and the meeting stood adjourned at 5:45 p.m.

Respectfully submitted,

Kenzy Lee
Deputy Town Clerk
Acting Clerk of the Council

Jeannette Lamontagne
Secretary to the Council

RESOLUTION TO APPROPRIATE \$30,000,000 FOR RECONSTRUCTION AND REPAIR OF VARIOUS TOWN ROADS AND ROADSIDE ELEMENTS AND TO AUTHORIZE THE ISSUANCE OF BONDS, NOTES OR TEMPORARY NOTES IN AN AMOUNT NOT TO EXCEED \$30,000,000 TO FINANCE THE APPROPRIATION

BE IT RESOLVED:

SECTION 1. That the Town of Enfield (the "Town") appropriate \$30,000,000 for costs related to the reconstruction and repair of various Town roads and roadside elements, including sidewalks, pedestrian ramps and associated drainage facilities (the "Projects"). The Projects will be completed substantially as described in the "Referendum 2021" presentation delivered to the Enfield Town Council on June 21, 2021 (the "Plan"); provided that, upon the approval of the Town Manager, said roads and/or roadside elements may be added to or deleted from the Plan if it is deemed to be in the Town's best interest. The appropriation may be expended for site improvements, design and construction costs, repairs, installation costs, equipment, materials, professional fees, and for administrative, printing, legal and financing costs and other costs related to the Projects. The appropriation shall include any federal or state grants-in-aid received for the Projects. The appropriation may be expended for all or any portion of the individual projects listed in the Plan.

SECTION 2. That the Town of Enfield finance the appropriation by (i) issuing the Town's bonds or notes in an amount not to exceed \$30,000,000, (ii) using any federal, state or other grants-in-aid or other funds received for the Projects, (iii) using monies available in the unappropriated and unencumbered general fund cash balance (in accordance with the procedures in Chapter VI, Section 8(g) of the Town Charter), and (iv) using monies available from other sources as determined by resolution of the Town Council. The bonds or notes shall be issued pursuant to the Connecticut General Statutes, as amended, and may be issued in one or more series in the amount necessary to meet the appropriation. The bonds or notes may be sold as a single issue or consolidated with any other authorized issues of bonds or notes of the Town. The Director of Finance shall keep a record of the bonds or notes. The bonds or notes shall be signed in the name and on behalf of the Town by the Town Manager and Director of Finance and shall bear the Town seal or a facsimile thereof. The bonds or notes shall each recite that every requirement of law relating to its issue has been fully complied with, that such bond or note is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The terms, details and particulars of such bonds or notes shall be determined by the Town Manager and Director of Finance. Said bonds or notes shall be sold by the Town Manager and Director of Finance at public sale or by negotiation in their discretion.

SECTION 3. That the Town Manager and Director of Finance are authorized to issue temporary notes in anticipation of the receipt of the proceeds of said bonds or notes. The notes shall be issued with maturity dates in accordance with the Connecticut General Statutes, as amended. The notes shall be signed by the Town Manager and Director of Finance and shall bear the Town seal or a facsimile thereof.

The notes shall each recite that every requirement of law relating to its issue has been fully complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing, and marketing such notes, to the extent paid from the proceeds from the issuance of bonds or notes, shall be included as a cost of the Projects.

SECTION 4. That the Town hereby declares its official intent under Treasury Regulation Section 1.150-2 of the Internal Revenue Code of 1986, as amended, that costs of the Projects may be paid from temporary advances of available funds and that the Town reasonably expects to reimburse any such advances from the proceeds of borrowings in an aggregate principal amount not in excess of the amount of borrowing authorized for the Projects; that the Town Manager and Director of Finance are authorized to bind the Town pursuant to such representations and agreements as they deem necessary or advisable in order to ensure and maintain the continued exemption from Federal income taxation of interest on the bonds, notes or temporary notes authorized by this resolution, if issued on a tax-exempt basis, including covenants to pay rebates of investment earnings to the United States in future years; and that the Town Manager and Director of Finance are authorized to make representations and agreements for the benefit of the holders of the bonds, notes or temporary notes to provide secondary market disclosure information and to execute and deliver on behalf of the Town an agreement to provide such information with such terms and conditions as they, with the advice of bond counsel, deem necessary and appropriate.

SECTION 5. That the Town Manager is authorized to apply for any other federal, state or other grants-in-aid for the Projects and to accept or reject such grants on behalf of the Town. The Town Council, Town Manager, Director of Finance and other Town officials and employees are authorized to take all actions necessary and proper to carry out the Projects and to issue the bonds, notes or temporary notes to finance the appropriation.

SECTION 6. That the Town Clerk is authorized to prepare a concise, explanatory text of this appropriation and bonding resolution which has been submitted to a referendum vote on the voting machines of the Town. Subject to the approval of the Town Attorney, the Town Council authorizes the Town Manager to prepare and print explanatory materials regarding this resolution, such explanatory text and explanatory materials to be prepared in accordance with Connecticut General Statutes Section 9-369b.

SECTION 7. That this resolution shall take effect upon publication of its passage by the Town Council in a newspaper having a circulation in the Town, in the manner provided in the Town Charter, and when the same shall have been approved by a majority of those voting thereon at a referendum called and warned for such purpose. The date of such referendum shall be determined by resolution of the Town Council. In the event that this resolution shall not be approved at such referendum, it shall be null and void and of no effect.

RESOLUTION TO APPROPRIATE \$6,500,000 FOR RECREATIONAL IMPROVEMENTS AT HIGGINS PARK AND THE INSTALLATION OF SPLASHPADS AT GREEN MANOR PARK, HAZARDVILLE MEMORIAL ELEMENTARY SCHOOL AND PRUDENCE CRANDALL ELEMENTARY SCHOOL AND TO AUTHORIZE THE ISSUANCE OF BONDS, NOTES OR TEMPORARY NOTES IN AN AMOUNT NOT TO EXCEED \$6,500,000 TO FINANCE THE APPROPRIATION

BE IT RESOLVED:

SECTION 1. That the Town of Enfield (the "Town") appropriate \$6,500,000 for costs related to recreational improvements at Higgins Park, including the installation of a pool, splashpad, restrooms, bandshell and additional parking and the installation of splashpads at Green Manor Park, Hazardville Memorial Elementary School and Prudence Crandall Elementary School (the "Projects"). The Projects will be completed substantially as described in the "Referendum 2021" presentation delivered to the Enfield Town Council on June 21, 2021 (the "Plan"); provided that, upon the approval of the Town Manager, said Projects may be added to or deleted from the Plan if it is deemed to be in the Town's best interest. The appropriation may be expended for site improvements, design and construction costs, repairs, plumbing and electrical costs, installation costs, equipment, fixtures, materials, professional fees, and for administrative, printing, legal and financing costs and other costs related to the Projects. The appropriation shall include any federal or state grants-in-aid received for the Projects. The appropriation may be expended for all or any portion of the individual projects listed in the Plan.

SECTION 2. That the Town of Enfield finance the appropriation by (i) issuing the Town's bonds or notes in an amount not to exceed \$6,500,000, (ii) using any federal, state or other grants-in-aid or other funds received for the Projects, (iii) using monies available in the unappropriated and unencumbered general fund cash balance (in accordance with the procedures in Chapter VI, Section 8(g) of the Town Charter), and (iv) using monies available from other sources as determined by resolution of the Town Council. The bonds or notes shall be issued pursuant to the Connecticut General Statutes, as amended, and may be issued in one or more series in the amount necessary to meet the appropriation. The bonds or notes may be sold as a single issue or consolidated with any other authorized issues of bonds or notes of the Town. The Director of Finance shall keep a record of the bonds or notes. The bonds or notes shall be signed in the name and on behalf of the Town by the Town Manager and Director of Finance and shall bear the Town seal or a facsimile thereof. The bonds or notes shall each recite that every requirement of law relating to its issue has been fully complied with, that such bond or note is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The terms, details and particulars of such bonds or notes shall be determined by the Town Manager and Director of Finance. Said bonds or notes shall be sold by the Town Manager and Director of Finance at public sale or by negotiation in their discretion.

SECTION 3. That the Town Manager and Director of Finance are authorized to issue temporary notes in anticipation of the receipt of the proceeds of said bonds or notes. The notes shall be issued with maturity dates in accordance with the Connecticut General Statutes, as amended. The notes shall be signed by the Town Manager and Director of Finance and shall bear the Town seal or a facsimile thereof. The notes shall each recite that every requirement of law relating to its issue has been fully complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing, and marketing such notes, to the extent paid from the proceeds from the issuance of bonds or notes, shall be included as a cost of the Projects.

SECTION 4. That the Town hereby declares its official intent under Treasury Regulation Section 1.150-2 of the Internal Revenue Code of 1986, as amended, that costs of the Projects may be paid from temporary advances of available funds and that the Town reasonably expects to reimburse any such advances from the proceeds of borrowings in an aggregate principal amount not in excess of the amount of borrowing authorized for the Projects; that the Town Manager and Director of Finance are authorized to bind the Town pursuant to such representations and agreements as they deem necessary or advisable in order to ensure and maintain the continued exemption from Federal income taxation of interest on the bonds, notes or temporary notes authorized by this resolution, if issued on a tax-exempt basis, including covenants to pay rebates of investment earnings to the United States in future years; and that the Town Manager and Director of Finance are authorized to make representations and agreements for the benefit of the holders of the bonds, notes or temporary notes to provide secondary market disclosure information and to execute and deliver on behalf of the Town an agreement to provide such information with such terms and conditions as they, with the advice of bond counsel, deem necessary and appropriate.

SECTION 5. That the Town Manager is authorized to apply for any other federal, state or other grants-in-aid for the Projects and to accept or reject such grants on behalf of the Town. The Town Council, Town Manager, Director of Finance and other Town officials and employees are authorized to take all actions necessary and proper to carry out the Projects and to issue the bonds, notes or temporary notes to finance the appropriation.

SECTION 6. That the Town Clerk is authorized to prepare a concise, explanatory text of this appropriation and bonding resolution which has been submitted to a referendum vote on the voting machines of the Town. Subject to the approval of the Town Attorney, the Town Council authorizes the Town Manager to prepare and print explanatory materials regarding this resolution, such explanatory text and explanatory materials to be prepared in accordance with Connecticut General Statutes Section 9-369b.

SECTION 7. That this resolution shall take effect upon publication of its passage by the Town Council in a newspaper having a circulation in the Town, in the

manner provided in the Town Charter, and when the same shall have been approved by a majority of those voting thereon at a referendum called and warned for such purpose. The date of such referendum shall be determined by resolution of the Town Council. In the event that this resolution shall not be approved at such referendum, it shall be null and void and of no effect.

RESOLUTION TO APPROPRIATE \$13,700,000 FOR THE REPAIR OF ROOFS OF VARIOUS TOWN BUILDINGS AND SCHOOLS AND TO AUTHORIZE THE ISSUANCE OF BONDS, NOTES OR TEMPORARY NOTES IN AN AMOUNT NOT TO EXCEED \$9,000,000 TO FINANCE THE APPROPRIATION, WITH THE BALANCE FUNDED BY GRANTS AND OTHER AVAILABLE FUNDS

BE IT RESOLVED:

SECTION 1. That the Town of Enfield (the "Town") appropriate \$13,700,000 for the repair of roofs of various Town buildings and schools (the "Projects"). The Projects will be completed substantially as described in the "Referendum 2021" presentation delivered to the Enfield Town Council on June 21, 2021 (the "Plan"); provided that, upon the approval of the Town Manager, said Projects may be added to or deleted from the Plan if it is deemed to be in the Town's best interest. The appropriation may be expended for design and construction costs, repairs, reconstruction, inspection costs, equipment, fixtures, materials, professional fees, and for administrative, printing, legal and financing costs and other costs related to the Projects. The appropriation shall include any federal or state grants-in-aid received for the Projects.

SECTION 2. That the Town of Enfield finance the appropriation by (i) issuing the Town's bonds or notes in an amount not to exceed \$9,000,000, (ii) using any federal, state or other grants-in-aid or other funds received for the Projects, (iii) using monies available in the unappropriated and unencumbered general fund cash balance (in accordance with the procedures in Chapter VI, Section 8(g) of the Town Charter), and (iv) using monies available from other sources as determined by resolution of the Town Council. The bonds or notes shall be issued pursuant to the Connecticut General Statutes, as amended, and may be issued in one or more series in the amount necessary to meet the appropriation. The bonds or notes may be sold as a single issue or consolidated with any other authorized issues of bonds or notes of the Town. The Director of Finance shall keep a record of the bonds or notes. The bonds or notes shall be signed in the name and on behalf of the Town by the Town Manager and Director of Finance and shall bear the Town seal or a facsimile thereof. The bonds or notes shall each recite that every requirement of law relating to its issue has been fully complied with, that such bond or note is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The terms, details and particulars of such bonds or notes shall be determined by the Town Manager and Director of Finance. Said bonds or notes shall be sold by the Town Manager and Director of Finance at public sale or by negotiation in their discretion.

SECTION 3. That the Town Manager and Director of Finance are authorized to issue temporary notes in anticipation of the receipt of the proceeds of said bonds or notes. The notes shall be signed by the Town Manager and Director of Finance and shall bear the Town seal or a facsimile thereof. The notes shall be issued with maturity dates in accordance with the Connecticut General Statutes, as amended. The notes shall each recite that every requirement of law relating to its issue has been fully complied with, that such note is within every debt and other limit prescribed by law, and

that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing, and marketing such notes, to the extent paid from the proceeds from the issuance of bonds or notes, shall be included as a cost of the Projects.

SECTION 4. That the Town hereby declares its official intent under Treasury Regulation Section 1.150-2 of the Internal Revenue Code of 1986, as amended, that Project costs may be paid from temporary advances of available funds and that the Town reasonably expects to reimburse any such advances from the proceeds of borrowings in an aggregate principal amount not in excess of the amount of borrowing authorized for the Projects; that the Town Manager and Director of Finance are authorized to bind the Town pursuant to such representations and agreements as they deem necessary or advisable in order to ensure and maintain the continued exemption from Federal income taxation of interest on the bonds, notes or temporary notes authorized by this resolution, if issued on a tax-exempt basis, including covenants to pay rebates of investment earnings to the United States in future years; and that the Town Manager and Director of Finance are authorized to make representations and agreements for the benefit of the holders of the bonds, notes or temporary notes to provide secondary market disclosure information and to execute and deliver on behalf of the Town an agreement to provide such information with such terms and conditions as they, with the advice of bond counsel, deem necessary and appropriate.

SECTION 5. That the Town Council authorizes the Town Manager and, if applicable, the Board of Education to apply to the Commissioner of Administrative Services and/or the Commissioner of Education for a State of Connecticut School Construction Grant for the repair of roofs at Parkman Elementary School (Phase 1), Parkman Elementary School (Phase 2), Stowe Elementary School (Phase 1), Stowe Elementary School (Phase 2), Prudence Crandall Elementary School and Enfield Elementary School and to accept or reject a grant for the repair of roofs at Parkman Elementary School (Phase 1), Parkman Elementary School (Phase 2), Stowe Elementary School (Phase 1), Stowe Elementary School (Phase 2), Prudence Crandall Elementary School and Enfield Elementary School. The Town Manager is authorized to apply for any other federal, state or other grants-in-aid for the Projects and to accept or reject such grants on behalf of the Town. The Town Council, Town Manager, Director of Finance and other Town officials and employees are authorized to take all actions necessary and proper to carry out the Projects and to issue the bonds, notes or temporary notes to finance the appropriation.

SECTION 6. That the Town Council appoints the Joint Facilities Committee as the building committee with regard to the repair of roofs at Parkman Elementary School (Phase 1), Parkman Elementary School (Phase 2), Stowe Elementary School (Phase 1), Stowe Elementary School (Phase 2), Prudence Crandall Elementary School and Enfield Elementary School, and authorizes said building committee to prepare schematic drawings and outline specifications, to file a notice of proposed school building projects and to approve design and construction expenditures for the repair of roofs at Parkman Elementary School (Phase 1), Parkman Elementary School (Phase

2), Stowe Elementary School (Phase 1), Stowe Elementary School (Phase 2), Prudence Crandall Elementary School and Enfield Elementary School.

SECTION 7. That the Town Clerk is authorized to prepare a concise, explanatory text of this appropriation and bonding resolution which has been submitted to a referendum vote on the voting machines of the Town. Subject to the approval of the Town Attorney, the Town Council authorizes the Town Manager to prepare and print explanatory materials regarding this resolution, such explanatory text and explanatory materials to be prepared in accordance with Connecticut General Statutes Section 9-369b.

SECTION 8. That this resolution shall take effect upon publication of its passage by the Town Council in a newspaper having a circulation in the Town, in the manner provided in the Town Charter, and when the same shall have been approved by a majority of those voting thereon at a referendum called and warned for such purpose. The date of such referendum shall be determined by resolution of the Town Council. In the event that this resolution shall not be approved at such referendum, it shall be null and void and of no effect.

RESOLUTION TO APPROPRIATE \$15,100,000 FOR THE CONSTRUCTION OF A REGIONAL PUBLIC SAFETY COMPLEX AND TO AUTHORIZE THE ISSUANCE OF BONDS, NOTES OR TEMPORARY NOTES IN AN AMOUNT NOT TO EXCEED \$2,500,000 TO FINANCE THE APPROPRIATION, WITH THE BALANCE FUNDED BY GRANTS AND OTHER AVAILABLE FUNDS

BE IT RESOLVED:

SECTION 1. That the Town of Enfield (the "Town") appropriate \$15,100,000 for costs related to the construction of a regional public safety complex (the "Project"). The Project will be completed substantially as described in the "Referendum 2021" presentation delivered to the Enfield Town Council on June 21, 2021. The appropriation may be expended for site improvements, design and construction costs, plumbing and electrical costs, installation costs, equipment, fixtures, materials, professional fees, and for administrative, printing, legal and financing costs and other costs related to the Project. The appropriation shall include any federal or state grants-in-aid received for the Project. The appropriation may be expended for all or any portion of the Project.

SECTION 2. That the Town of Enfield finance the appropriation by (i) issuing the Town's bonds or notes in an amount not to exceed \$2,500,000, (ii) using any federal, state or other grants-in-aid or other funds received for the Project, (iii) using monies available in the unappropriated and unencumbered general fund cash balance (in accordance with the procedures in Chapter VI, Section 8(g) of the Town Charter), and (iv) using monies available from other sources as determined by resolution of the Town Council. The bonds or notes shall be issued pursuant to the Connecticut General Statutes, as amended, and may be issued in one or more series in the amount necessary to meet the appropriation. The bonds or notes may be sold as a single issue or consolidated with any other authorized issues of bonds or notes of the Town. The Director of Finance shall keep a record of the bonds or notes. The bonds or notes shall be signed in the name and on behalf of the Town by the Town Manager and Director of Finance and shall bear the Town seal or a facsimile thereof. The bonds or notes shall each recite that every requirement of law relating to its issue has been fully complied with, that such bond or note is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The terms, details and particulars of such bonds or notes shall be determined by the Town Manager and Director of Finance. Said bonds or notes shall be sold by the Town Manager and Director of Finance at public sale or by negotiation in their discretion.

SECTION 3. That the Town Manager and Director of Finance are authorized to issue temporary notes in anticipation of the receipt of the proceeds of said bonds or notes. The notes shall be issued with maturity dates in accordance with the Connecticut General Statutes, as amended. The notes shall be signed by the Town Manager and Director of Finance and shall bear the Town seal or a facsimile thereof. The notes shall each recite that every requirement of law relating to its issue has been

fully complied with, that such note is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing, and marketing such notes, to the extent paid from the proceeds from the issuance of bonds or notes, shall be included as a cost of the Project.

SECTION 4. That the Town hereby declares its official intent under Treasury Regulation Section 1.150-2 of the Internal Revenue Code of 1986, as amended, that costs of the Project may be paid from temporary advances of available funds and that the Town reasonably expects to reimburse any such advances from the proceeds of borrowings in an aggregate principal amount not in excess of the amount of borrowing authorized for the Project; that the Town Manager and Director of Finance are authorized to bind the Town pursuant to such representations and agreements as they deem necessary or advisable in order to ensure and maintain the continued exemption from Federal income taxation of interest on the bonds, notes or temporary notes authorized by this resolution, if issued on a tax-exempt basis, including covenants to pay rebates of investment earnings to the United States in future years; and that the Town Manager and Director of Finance are authorized to make representations and agreements for the benefit of the holders of the bonds, notes or temporary notes to provide secondary market disclosure information and to execute and deliver on behalf of the Town an agreement to provide such information with such terms and conditions as they, with the advice of bond counsel, deem necessary and appropriate.

SECTION 5. That the Town Manager is authorized to apply for any other federal, state or other grants-in-aid for the Project and to accept or reject such grants on behalf of the Town. The Town Council, Town Manager, Director of Finance and other Town officials and employees are authorized to take all actions necessary and proper to carry out the Project and to issue the bonds, notes or temporary notes to finance the appropriation.

SECTION 6. That the Town Council hereby refers the Project to the Town of Enfield Planning and Zoning Commission for a report under Section 8-24 of the Connecticut General Statutes.

SECTION 7. That the Town Clerk is authorized to prepare a concise, explanatory text of this appropriation and bonding resolution which has been submitted to a referendum vote on the voting machines of the Town. Subject to the approval of the Town Attorney, the Town Council authorizes the Town Manager to prepare and print explanatory materials regarding this resolution, such explanatory text and explanatory materials to be prepared in accordance with Connecticut General Statutes Section 9-369b.

SECTION 8. That this resolution shall take effect upon publication of its passage by the Town Council in a newspaper having a circulation in the Town, in the

manner provided in the Town Charter, and when the same shall have been approved by a majority of those voting thereon at a referendum called and warned for such purpose. The date of such referendum shall be determined by resolution of the Town Council. In the event that this resolution shall not be approved at such referendum, it shall be null and void and of no effect.

RESOLUTION TO SUBMIT APPROPRIATION
AND BONDING RESOLUTIONS TO REFERENDUM

BE IT RESOLVED:

SECTION 1. That the following appropriation and bonding resolutions approved by the Town Council heretofore at this meeting shall be submitted to a referendum vote on the voting tabulators or paper ballots by Town electors and qualified voters for approval or disapproval in conjunction with the election to be held on Tuesday, November 2, 2021 between the hours of 6:00 a.m. and 8:00 p.m. (Eastern Time):

1. Resolution to appropriate \$30,000,000 for reconstruction and repair of various Town roads and roadside elements and to authorize the issuance of bonds, notes or temporary notes in an amount not to exceed \$30,000,000 to finance the appropriation.
2. Resolution to appropriate \$6,500,000 for recreational improvements at Higgins Park and the installation of splashpads at Green Manor Park, Hazardville Memorial Elementary School and Prudence Crandall Elementary School and to authorize the issuance of bonds, notes or temporary notes in an amount not to exceed \$6,500,000 to finance the appropriation.
3. Resolution to appropriate \$13,700,000 for the repair of roofs of various Town buildings and schools and to authorize the issuance of bonds, notes or temporary notes in an amount not to exceed \$9,000,000 to finance the appropriation, with the balance funded by grants and other available funds.
4. Resolution to appropriate \$15,100,000 for the construction of a regional public safety complex and to authorize the issuance of bonds, notes or temporary notes in an amount not to exceed \$2,500,000 to finance the appropriation, with the balance funded by grants and other available funds.

SECTION 2. That the polling places used by the Town for the election shall be utilized by Town electors for purposes of the referendum vote on the voting tabulators or paper ballots. Voters qualified to vote who are not electors shall vote at the Enfield Town Hall in accordance with the procedures contained in Section 9-369d of the Connecticut General Statutes, which procedures the Town hereby chooses to apply. Absentee ballots will be available from the Town Clerk's Office.

SECTION 3. That the appropriation and bonding resolutions approved above shall be placed upon the voting tabulators under the following headings:

QUESTION #1.

"SHALL THE TOWN OF ENFIELD APPROPRIATE \$30,000,000 FOR RECONSTRUCTION AND REPAIR OF VARIOUS TOWN ROADS AND ROADSIDE ELEMENTS AND AUTHORIZE THE ISSUANCE OF BONDS, NOTES OR TEMPORARY NOTES IN AN AMOUNT NOT TO EXCEED \$30,000,000 TO FINANCE THE APPROPRIATION?

YES

NO"

QUESTION #2.

"SHALL THE TOWN OF ENFIELD APPROPRIATE \$6,500,000 FOR RECREATIONAL IMPROVEMENTS AT HIGGINS PARK AND THE INSTALLATION OF SPLASHPADS AT GREEN MANOR PARK, HAZARDVILLE MEMORIAL ELEMENTARY SCHOOL AND PRUDENCE CRANDALL ELEMENTARY SCHOOL AND AUTHORIZE THE ISSUANCE OF BONDS, NOTES OR TEMPORARY NOTES IN AN AMOUNT NOT TO EXCEED \$6,500,000 TO FINANCE THE APPROPRIATION?

YES

NO"

QUESTION #3.

"SHALL THE TOWN OF ENFIELD APPROPRIATE \$13,700,000 FOR THE REPAIR OF ROOFS OF VARIOUS TOWN BUILDINGS AND SCHOOLS AND AUTHORIZE THE ISSUANCE OF BONDS, NOTES OR TEMPORARY NOTES IN AN AMOUNT NOT TO EXCEED \$9,000,000 TO FINANCE THE APPROPRIATION, WITH THE BALANCE FUNDED BY GRANTS AND OTHER AVAILABLE FUNDS?

YES

NO"

QUESTION #4.

"SHALL THE TOWN OF ENFIELD APPROPRIATE \$15,100,000 FOR THE CONSTRUCTION OF A REGIONAL PUBLIC SAFETY COMPLEX AND AUTHORIZE THE ISSUANCE OF BONDS, NOTES OR TEMPORARY NOTES IN AN AMOUNT NOT TO EXCEED \$2,500,000 TO FINANCE THE APPROPRIATION, WITH THE BALANCE FUNDED BY GRANTS AND OTHER AVAILABLE FUNDS?

YES

NO"

SECTION 4. That the Warning of the referendum vote shall state that the full text of the resolutions adopted by the Town Council heretofore at this meeting is on file and open to public inspection in the Town Clerk's Office.

[FORM OF WARNING OF REFERENDUM]

WARNING

REFERENDUM

NOVEMBER 2, 2021

The electors and persons qualified to vote in the Town of Enfield are hereby warned that a referendum vote will be held in conjunction with the elections on Tuesday, November 2, 2021, between the hours of 6:00 a.m. and 8:00 p.m. (Eastern Time). The polling places used by the Town for the election shall be utilized by Town electors for purposes of the referendum vote. Voters qualified to vote who are not electors shall vote at the Enfield Town Hall. The referendum vote shall be on the appropriation and bonding resolutions approved by the Town Council on August 30, 2021, which resolutions shall be placed upon the voting tabulators under the following heading:

QUESTION #1.

"SHALL THE TOWN OF ENFIELD APPROPRIATE \$30,000,000 FOR RECONSTRUCTION AND REPAIR OF VARIOUS TOWN ROADS AND ROADSIDE ELEMENTS AND AUTHORIZE THE ISSUANCE OF BONDS, NOTES OR TEMPORARY NOTES IN AN AMOUNT NOT TO EXCEED \$30,000,000 TO FINANCE THE APPROPRIATION?

YES

NO"

QUESTION #2.

"SHALL THE TOWN OF ENFIELD APPROPRIATE \$6,500,000 FOR RECREATIONAL IMPROVEMENTS AT HIGGINS PARK AND THE INSTALLATION OF SPLASHPADS AT GREEN MANOR PARK, HAZARDVILLE MEMORIAL ELEMENTARY SCHOOL AND PRUDENCE CRANDALL ELEMENTARY SCHOOL AND AUTHORIZE THE ISSUANCE OF BONDS, NOTES OR TEMPORARY NOTES IN AN AMOUNT NOT TO EXCEED \$6,500,000 TO FINANCE THE APPROPRIATION?

YES

NO"

QUESTION #3.

"SHALL THE TOWN OF ENFIELD APPROPRIATE \$13,700,000 FOR THE REPAIR OF ROOFS OF VARIOUS TOWN BUILDINGS AND SCHOOLS AND AUTHORIZE THE ISSUANCE OF BONDS, NOTES OR TEMPORARY NOTES IN AN AMOUNT NOT TO EXCEED \$9,000,000 TO FINANCE THE APPROPRIATION, WITH THE BALANCE FUNDED BY GRANTS AND OTHER AVAILABLE FUNDS?

YES

NO"

QUESTION #4.

"SHALL THE TOWN OF ENFIELD APPROPRIATE \$15,100,000 FOR THE CONSTRUCTION OF A REGIONAL PUBLIC SAFETY COMPLEX AND AUTHORIZE THE ISSUANCE OF BONDS, NOTES OR TEMPORARY NOTES IN AN AMOUNT NOT TO EXCEED \$2,500,000 TO FINANCE THE APPROPRIATION, WITH THE BALANCE FUNDED BY GRANTS AND OTHER AVAILABLE FUNDS?

YES

NO"

The full text of the Town Council resolutions are on file and available for public inspection at the Town Clerk's Office. Absentee ballots will be available from the Town Clerk's Office.

Dated at Enfield, Connecticut this ____ day of August , 2021.

Sheila Bailey, Town Clerk
Town of Enfield, Connecticut

**ENFIELD TOWN COUNCIL
MINUTES OF A SPECIAL MEETING
TUESDAY, SEPTEMBER 7, 2021**

A Special Meeting of the Enfield Town Council was called to order by Chairman Ludwick on Tuesday, September 7, 2021. The meeting was called to order at 5:30 p.m.

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

MOTION #5899 by Councilor Mangini seconded by Councilor Muller to go into Executive Session to discuss Real Estate Negotiations and Pending Claims and Litigation.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #5899** adopted 9-0-0.

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 Cekala, Cressotti, Hemmeler, Ludwick, Mangini, Muller, Riley, Sferrazza, and Unghire. Also present were Assistant Town Manager, Kasia Purciello; Town Clerk, Sheila Bailey; Town Attorney, James Tallberg; Director of Finance, John Wilcox; Deputy Director of Economic and Community Development, Nelson Tereso

Chairman Ludwick reconvened the Special Meeting at 6:25 p.m. and stated during Executive Session the Council discussed Real Estate Negotiations and Pending Claims and Litigation with no action or votes being taken.

ADJOURNMENT

MOTION #5900 by Councilor Mangini, seconded by Councilor Muller to adjourn the Special Meeting

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #5900** adopted 9-0-0. Meeting adjourned at 6:25 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, SEPTEMBER 7, 2021**

A Regular Meeting of the Enfield Town Council was called to order by Chairman Ludwick on Tuesday, September 7, 2021. The meeting was called to order at 8:30 p.m.

PRAYER – The prayer was given by Chairman Ludwick.

PLEDGE OF ALLEGIANCE – The Pledge of Allegiance was recited.

ROLL-CALL – Present were Councilor Cekala, Cressotti, Hemmeler, Ludwick, Mangini, Muller, Riley, Sferrazza, and Unghire. Councilors Bosco and Szewczak were absent. Also present were Town Manager, Christopher Bromson; Assistant Town Manager, Kasia Purciello; Town Clerk, Sheila Bailey; Town Attorney, James Tallberg; Chief of Police, Alaric Fox; Director of Finance, John Wilcox; Chief Technology Officer, Paul Russell; Director of Development Services, Lauren Whitten

FIRE EVACUATION ANNOUNCEMENT

Chairman Ludwick made the fire evacuation announcement.

MINUTES OF PRECEDING MEETINGS

MOTION #5901 by Councilor Muller, seconded by Councilor Mangini to accept the minutes of the August 2, 2021 Regular Meeting.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #5901** adopted 8-0-1, with Councilor Cressotti abstaining.

SPECIAL GUESTS

There were no special guests this evening.

PUBLIC COMMUNICATIONS & PETITIONS

Scott Ryder, 4 Misty Meadow Road

Stated the Enfield Board of Education has some enormous shoes to fill with the passing of Joyce Hall on August 13th. He noted Joyce's work and commitment to Enfield's Board of Education formally began as a member of the Board of Education in 1999. He noted up until her passing last month, her goal has always been the same to insure the best educational opportunities for all within the Enfield Public School system. He stated Joyce was a reader and a researcher, and she was ambitious and determined. He noted she was specifically focused on assisting the youngest learners through her commitment to the First Readers Association of Enfield, to KITE,

to Head Start and to the EPS STEAM Academy. He noted Joyce always had something good to share or brag about during Board meetings regarding the efforts of Enfield Public Schools partners, i.e., ERFC, CABA and CREC, just to name a few.

Mr. Ryder stated this evening he is asking for the Council's support to fill Joyce's vacancy on the Board of Education, and he hopes the Board can get their nominee approved tonight with the Council's help.

He stated Joyce's memorial service has now been scheduled for Saturday, September 18th at 1:00 p.m. at Leete Stevens on South Road in Enfield. He asked anyone who does attend this service to bring an unused book as a donation, and those books will be donated in Joyce's honor to a local organization in Enfield.

Amanda Marquez, 8 Hoover Lane

Stated she recently attended a Board of Education meeting and addressed her concerns against the mask mandate in the schools. She noted on March 12, 2020, people were asked to keep children home for 14 days to flatten the curve and allow the health community to better understand the new virus they were dealing with. She stated a year and a half later, they've come to understand that children are not the spreaders of this virus, they're not severely effected by Covid and with a total death count of four children in Connecticut and the CDC reporting a .01% risk of death under the age of 19, they aren't in great danger of dying of the virus either, but yet they are being told to mask children for another school year under the Governor's orders. She questioned what data the School Board and Town officials is looking at when they're blindly enforcing these mandates at the schools. She noted there have not been any long-term safety trials or clinical studies regarding daily mask wearing in children showing that prolonged mask causes no harm to students mentally, emotionally, or physically. She stated they do have sufficient data to understand that masking children against Covid-19 is unnecessary and ineffective. She noted one study looked at six face masks worn by children an average of five and a half hours a day and analysis showed at least eleven dangerous pathogens were found, including, but not limited to pneumonia, tuberculosis, diphtheria, e coli, Legionnaires Disease, and multiple meningitis strains. She stated in addition, pathogens that can cause fever, ulcers, acne, yeast infections, strep throat and periodontal disease were also present. She stated they need to fully understand what they are forcing their children to inhale on a daily basis. She noted masks provide a warm, moist environment perfect for bacteria to grow. She stated the FDA website clearly states that masks become ineffective as soon as they become saturated with moisture from breath and also explicitly states that under emergency use authorization, surgical or cloth masks cannot state or imply that the masks are intended for use as infection prevention or reduction. She noted a country-wide study in Germany looked into the mental effects of masking and reported data from over 26,000 students. She stated 68% of parents reported negative impacts directly related to daily mask wearing. She noted these children were reported to have worn a mask an average of 270 minutes per day, and parents reported children had increased irritability, headaches, difficulty concentrating, depression and reluctance to even go to school because of mask wearing. She stated last year her first grader wore her mask approximately 450 minutes for a school day, which is almost double the amount of time as reported in this study.

Ms. Marquez stated to say children are resilient and unaffected by wearing a mask is irresponsible because they don't know the long-term effects that any of this will have on children.

She stated the Town Council is elected to uphold state and federal constitutional rights, not to determine medical interventions. She questioned if the Town Council is willing to take responsibility for all the children that they force these mandates upon. She stated as they quickly move towards a totalitarian state, and she believes this mandate surely does just that, she reminded the Council of the first sentence in the Enfield Board of Education mission statement, which says, "We believe public education is an essential component of a free and democratic society." She agreed this is a free country and free people do not need permission from their government, but rather the government needs permission from the people. She stated the people hold the power, not the elected officials who serve the people. She noted they must stand for the children, for the right to choose, and for the right to self-govern. She stated as concerns masks, there's a simple solution that doesn't mean tossing out individual civil rights, and it simply goes like this – those who choose to wear a mask can, and those who don't, are not mandated against their free will.

Shari Jackson, 119 Cottage Road

Stated she is a teacher who taught 31 years. She noted she also spoke at the Board of Education last week. She stated Dr. Fauci stated he is in support of vaccine mandates for schools when the vaccine is cleared for school-age children.

Ms. Jackson stated she has allergies to food, environmental factors, medications, and vaccines, as does her 16-year-old daughter. She noted they have both been hospitalized due to allergic reactions to such things as medications and vaccines. She stated the CDC recommends that people get vaccinated even if they have a history of severe allergic reactions. She questioned how many people would pull that trigger on that game of Russian Roulette for themselves or their families. She stated like many people and many mothers, she's really worried when being told to take a vaccine despite severe allergies. She stated there's a quote that states a worried mother does better research than the FBI. She noted a deep desire to protect children and families is why some people are present this evening. She stated her hope that the Council will do all its power to be sure that they will protect the Enfield residents and any vaccine mandates for the following reasons:

- The vaccines do not stop transmission of infection-they simply reduce symptoms.
- Big pharmacies are held harmless and are shielded from liability.
- There are testing gaps in the FDA approval.
- The vaccine has not been tested to rule out any impact on male sterility or for possible carcinogens.
- The adverse reactions and deaths from the vaccine are highly under-reported and the actual deaths from Covid are highly over-reported.
- Deaths due to comorbid conditions and suspected Covid deaths were reported as Covid deaths.
- A Covid vaccine death is not counted as a vaccine death until two weeks after it's been given.
- This vaccine was the fastest vaccine to receive approval, and with the mounting death tolls and vaccine injuries, the most dangerous.
- One death from Covid and one death from a Covid vaccine is far too many.

- There are many conflicts of interest regarding the government and the Covid vaccine, i.e., there are four scientists from the NIH (National Institute of Health) who have provisional patent applications involving this vaccine
- The benefits of natural immunity are being ignored and under-represented in the news media

Ms. Marquez stated segregation and coercion will not change where most people stand on their right to choose what is right for their families. She stated forcing vaccines is unconstitutional. She noted just to avoid this vaccine, many people are leaving their jobs, pulling their children out of schools and college, and devastating the American workforce. She feels giving away these rights is opening a Pandora's Box. She questioned what other medical mandates will be next.

She stated the vaccines are not free of toxins and detrimental ingredients and can have a serious effect on human beings. She noted some negative ingredients can be hidden and are hidden in this vaccine citing that they are proprietary.

Ms. Marquez questioned what if they are wrong about these vaccines being mandated, and who will pay the price for this mistake and who will be accountable.

She stated in the 1950's Thalidomide caused 800,000 children to be born with missing limbs and 200,000 died. She noted it took five years to make that connection.

Doug Finger, 44 Buchanan Road

Stated his belief the mask mandate will be tough on a lot of people.

Mr. Finger commended Sue Wilson in the Human Resource Department. He noted she is a benefits administrator, and she has already arranged a third biometrics screening for employees tomorrow. He noted this is very important because that is part of the insurance program for the town. He explained they need to be sure people get their biometric screening because they must get 200 points with Cigna, so they don't get a premium increase. He noted Sue Wilson does a fantastic job and is a benefits star for the town, and he hopes she stays for a long time.

Christina Tetreault, 42 Green Manor Road

She stated people are either for or against masks for children. She noted she's aware of someone who has an 18-month daughter, who is wearing a mask, and the child has no problem wearing a mask. She noted the attitude comes from the parents. She stated some people cannot be vaccinated, such as children under 12 or immune-compromised people, and she questioned who is protecting those people. She stated if a person is unvaccinated or unmasked in front of these people, they could be passing the virus along to them. She noted jobs and businesses are requiring masks to walk through the door, therefore, why wouldn't the school do the same.

Ms. Tetreault stated she has friends living in different countries, and they have no problem listening to their government and wearing masks because they can see that it is having an effect on the virus. She noted she does not understand why they have an issue with it here.

COUNCILOR COMMUNICATIONS & PETITIONS

Councilor Mangini urged the public to be aware that school is back in session and that people should pay attention to school buses and the children out walking. She noted she did witness cars speeding today, and she will call the Police Department and report plate numbers.

As concerns masks, Councilor Mangini stated her belief it's not a choice when it comes to protecting children. She noted people should wear a mask when they enter a school building because it is not known if a person is a carrier or has Covid. She stated she does not want to see more children getting Covid. She pointed out down South many children are getting Covid, and in those states where they are not being required to wear masks.

Councilor Muller stated the 119th banquet and reunion of the Enfield Society for the Detection of Thieves and Robbers is Tuesday, October 19th. He noted the reception is at 6:00 and dinner is at 6:30 and will be held at St. Bernard's, 426 Hazard Avenue.

He noted ERFC will be having the Farm to Table event on the Town Green on Saturday, October 2nd from 6:00 to 10:00 p.m.

Councilor Muller stated the Enfield Beautification Committee will be hosting the Enfield Clean Sweep on Saturday, September 18th at 10:30 a.m. He noted anyone interested in helping can show up on the Town Green and gloves and trash bags will be provided.

Councilor Cekala welcomed back all school children today.

She gave her condolences to the family and Board of Education members on the passing of Joyce Hall. She noted Joyce was a team player and mentor to many people. She noted she will be missed.

Councilor Riley welcomed all the children back to school. She noted she is wearing her mask this evening because her children must wear it to school all day.

She extended her condolences to Joyce Hall's family. She noted she is President of First Readers and she had the honor and privilege to work with Joyce for the past five years. She noted Joyce helped start First Readers, she was the Treasurer, and she always put the kids first. She stated Joyce was a wonderful person, always had a smile on her face, and she always had a witty remark.

Councilor Hemmeler stated at 10:00 a.m. on Saturday, September 11th, there will be a prayer event on the Town Green, and all are welcome.

Councilor Cressotti welcomed back school students and staff, and he wished everyone a nice, safe, and productive school year. He commended Superintendent Chris Drezek and his staff for making very important decisions and standing firm on the State mandate for everyone to wear masks within the building. He acknowledged these are very difficult times, but he is telling everyone he's doing this for the safety of everyone. He noted it is adults' responsibility to share with the children that

their safety is of utmost importance. He stated they will see where they are on September 30 and reevaluate the situation and see how everything stands.

Councilor Cressotti congratulated Adam Behling for being Enfield's Teacher of the Year. He noted Adam is a math teacher at JFK, and he seeks out the very best of all his students, and he gets the most out of them.

He offered condolences to the family and friends of Joyce Hall. He noted she was passionate and always wanted the best for the students of Enfield and she will be dearly missed.

Councilor Cressotti stated he attended a meeting at the Opera House Players with Joe Courtney. He noted State Representative Joe Courtney was very instrumental in obtaining a Cultural Arts federal grant for the Opera House Players. He stated his understanding the Opera House Players wish to do a presentation before the Town Council. He stated his hope they can be a special guest at the next meeting. He noted their recent Shrek presentation was a huge success, and they want to have their first production at 100 High Street in November, and this will be great for the Thompsonville area.

MOTION #5902 by Councilor Muller, seconded by Councilor Mangini to suspend the rules to address under Miscellaneous Items 14 A-1, B1-B4, E, F, G, H, I, J, K, L and M.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #5902** adopted 9-0-0.

MOTION #5903 by Councilor Mangini, seconded by Councilor Cekala to add Item N. to the agenda, which is a resolution concerning a settlement between the Town of Enfield and the water company.

Upon a **ROLL-CALL** vote being taken, the Chair declared **MOTION #5903** adopted 9-0-0.

Chairman Ludwick stated the Town is not in a deficit, and actually Enfield has a very healthy Fund Balance.

He questioned what recourse a parent has if a child becomes sick from wearing a mask. He noted athletes have difficulty wearing masks while playing sports. He stated there are two different arguments and both should be respected.

Chairman Ludwick stated Connecticut has been under one-person rule for almost two years, and if they are going to respect the Constitution, they need to get back to three legislative bodies – the Judicial, the Legislature and the Executive. He noted Connecticut is the Constitution State, and they should have three equal bodies of government. He stated his hope the Legislature does not extend the Governor's powers on September 30th.

He requested the Town look at the possibility of stop signs in the area of Coolidge and Hoover Streets due to the amount of speeding in that area. He noted they've had two major accidents in

that area in the last month and a half. Mr. Bromson stated he will refer this back to the Traffic Officers and the Police Department.

Chairman Ludwick stated his belief traffic calming needs to be re-looked at. He suggested looking at how Windsor has been successful with traffic calming.

TOWN MANAGER REPORT & COMMUNICATIONS

Mr. Bromson stated Town staff has been working with the Opera House Players to look at their building and the lease. He noted they will soon have the Opera House Players as a guest at a Town Council meeting.

He stated the Farmers Market has been very successful. He noted there has been a lot of interest in continuing the Farmers Market at the Enfield Square in October.

Mr. Bromson stated they had a ribbon cutting for the new playscape a week ago Sunday, and work on the splash pad and basketball courts are moving forward.

Chairman Ludwick requested an update on Water Pollution Control and all the water from recent storms. Mr. Bromson stated the upgraded Water Pollution Control facility normally processes about six million gallons per day, and at the height of the storm, it processed over 22 million gallons. He noted the Public Works Department was out cleaning debris and clearing roads during these storm events, and they do an extraordinary job for residents.

TOWN ATTORNEY REPORT & COMMUNICATIONS

Attorney Tallberg stated they received a citizen complaint about a tax refund, so they reviewed the general statutes, specifically CT Gen Statute 12-129, which establishes a three-year limitation period for a return of a tax refund. He noted at some point they will need guidance from the Council on that policy question. Chairman Ludwick stated this will be brought up to the General Governance within the next few weeks and hopefully they will be able to act on this in October.

REPORT OF SPECIAL COMMITTEES OF THE COUNCIL

There were no reports this evening.

OLD BUSINESS

All Old Business items remained tabled.

NEW BUSINESS

There were no New Business items.

ITEMS FOR DISCUSSION

All items have been moved to Miscellaneous.

MISCELLANEOUS

MOTION #5904 by Councilor Muller, seconded by Councilor Mangini to accept the Consent Agenda.

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

TO:	Public Works – Buildings and Grounds		
	Athletic/Recreation Equipment	10300340-573500	\$10,000
FROM:	Unallocated Charges		
	Contingency	10800092-584000	\$10,000

CERTIFICATION: I hereby certify that the above-stated funds are available as of August 31, 2021.

/s/ John Wilcox, Director of Finance

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #5904** adopted 9-0-0.

NOMINATION #5905 by Councilor Mangini to reappoint Richard Tatoian (D) to the Historic District Commission for a term which expires 08/31/2026.

MOTION #5906 by Councilor Muller, seconded by Councilor Riley to close nominations.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #5906** adopted 9-0-0.

Upon a **ROLL-CALL** vote being taken, the Chair declared Richard Tatoian reappointed to the Historic District Commission by a 9-0-0 vote.

NOMINATION #5907 by Councilor Muller to appoint Michael DellaVolpe (I) to the North Central Health Department Board of Directors Enfield Representative for a term which expires 06/30/2023.

MOTION #5908 by Councilor Muller, seconded by Councilor Hemmeler to close nominations.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #5908** adopted 9-0-0.

Upon a **ROLL-CALL** vote being taken, the Chair declared Michael DellaVolpe appointed to the North Central Health Department Board of Directors Enfield Representative by a 9-0-0 vote.

NOMINATION #5909 by Councilor Muller to appoint Philip Kober to the Loan Review Committee for a term which expires 12/31/2021.

MOTION #5910 by Councilor Unghire, seconded by Councilor Muller to close nominations.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #5910** adopted 9-0-0.

Upon a **ROLL-CALL** vote being taken, the Chair declared Philip Kober appointed to the Loan Review Committee by a 9-0-0 vote.

NOMINATION #5911 by Councilor Cekala to appoint Amanda Pickett (D) to the Enfield Board of Education for a term which expires 11/16/2021.

MOTION #5912 by Councilor Muller, seconded by Councilor Sferrazza to close nominations.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #5912** adopted 9-0-0.

Upon a **ROLL-CALL** vote being taken, the Chair declared Amanda Pickett appointed to the Enfield Board of Education by a 9-0-0 vote.

RESOLUTION #5913 by Councilor Muller, seconded by Councilor Riley

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

TO:	Police Services		
	Other Equipment	10200500-573900	\$14,567
FROM:	General Fund Revenue		
	Miscellaneous Revenue	10040000-417000	\$14,567

CERTIFICATION: I hereby certify that the above-stated funds are available as of September 7, 2021.

/s/ John Wilcox, Director of Finance

Chief Fox explained the Police Department was able to realize a cost savings of \$14,567 in regard to their mobile data terminal services. He noted the intention at that time was that the money would return to the Police Department to cover other expenses they had. He noted they are underfunded to some degree in the equipment account based on some additional expenses they've now

realized. He stated they are looking for the \$14,567, which was a cost savings, to simply return to the Police Department and be placed in that account.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #5913** adopted 9-0-0.

RESOLUTION #5914 by Councilor Muller, seconded by Councilor Mangini.

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

TO:	Capital Non-Recurring Fund		
	School Recreation Facilities- Construction Services	31008139-545000	\$400,000
FROM:	Capital Non-Recurring Fund		
	CIP Fund Revenue FY20-21 Miscellaneous Revenue	31042021-417000	\$400,000

CERTIFICATION: I hereby certify that the above-stated funds are available as of August 25, 2021.

/s/ John Wilcox, Director of Finance

Mr. Bromson explained the Board of Education pledged to work with the Town regarding the replacement of the track and field at Enfield High School, and they are contributing \$400,000 toward the project. He stated they are planning to do the work in June, 2022.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #5914** adopted 9-0-0.

RESOLUTION #5915 by Councilor Muller, seconded by Councilor Mangini.

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

TO:	Development Services – Community Development Other Professional Services	10606600-533900	\$222,000
FROM:	General Fund Revenues Miscellaneous State Revenue	10040000-413699	\$222,000

CERTIFICATION: I hereby certify that the above-stated funds are available as of August 25,

2021.

/s/ John Wilcox, Director of Finance

Mr. Bromson stated Nelson Tereso was successful in finding this state grant money to perform environmental assessments on 17 North Main Street and the Levitz North River Street Redevelopment Property, which will help with redevelopment. He noted this will help them get a better handle on what the cost of remediation will be.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #5915** adopted 9-0-0.

RESOLUTION #5916 by Councilor Muller, seconded by Councilor Mangini.

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

TO: Drug Free Communities Grant-Youth Services

Professional Development	22046129-532200	\$2,000
Other Prof. Services	22046129-533900	\$3,500
Postage	22046129-553500	\$2,000
Printing & Reproduction	22046129-555000	\$2,500
Supplies & Materials	22046129-561900	\$8,865
Food & Food Related	22046129-563000	\$ 500
Furniture & Fixtures	22046129-573300	\$1,700
Technology Equipment	22046129-573400	\$ 300
Dues and Fees	22046129-581000	\$2,000

FROM: Drug Free Communities Grant 22046129-461210 \$23,365

CERTIFICATION: I hereby certify that the above-stated funds are available as of August 31, 2021.

/s/ John Wilcox, Director of Finance

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #5916** adopted 9-0-0.

RESOLUTION #5917 by Councilor Mangini, seconded by Councilor Muller.

WHEREAS, Youth and Family Services received additional funds from the CDC in the amount of \$23,365 for the Drug Free Communities Grant for federal fiscal year 21-22.

WHEREAS, Federal fiscal year 21-22 ends on September 30, 2022 and encompasses parts of two town fiscal years.

NOW, THEREFORE, BE IT RESOLVED, that the Director of Finance is authorized to appropriate unspent Drug Free Community Grant funds remaining at the end of the town's fiscal year 2022 to fiscal year 2023 to match the federal fiscal year.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #5917** adopted 9-0-0.

RESOLUTION #5918 by Councilor Muller, seconded by Councilor Riley.

WHEREAS, as part of FY 2018 BUDGET, THE Town Council identified the Top 10 Troubled Properties in town and approved a budget of \$350,000 in capital improvement account 31008877-589000 to improve these Properties; and

WHEREAS, some of the Properties on the 2018 list have been remediated and removed from the Top 10 Troubled Properties list; and

WHEREAS, additional properties have subsequently been identified and Town staff has recommended that they be added to the Top 10 Troubled Properties list, subject to the approval of the Town Manager or his designee.

NOW, THEREFORE, BE IT RESOLVED, that the Enfield Town Council hereby authorizes the use of funds in capital improvement account 31008877-589000 for remediation of properties on the Top 10 Troubled Properties list, as updated from time to time.

Mr. Bromson stated they've been doing a lot of work on blight. He stated they now have a full complement of blight officers. He noted there is a lot of work for them to do, and they're very busy. He noted they will do a full presentation this winter to show the progress they've made.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #5918** adopted 9-0-0.

RESOLUTION #5919 by Councilor Muller, seconded by Councilor Riley.

WHEREAS, the Planning & Zoning Commission (PZC) has recommended that the Town opt out of the Public Act (PA) No. 21-29 Accessory Dwelling Units (ADU) provisions; and

WHEREAS, in order to opt out of the ADU provisions, the Town Council must hold a public hearing subsequent to the PZC public hearing; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Council set a public hearing to consider the opt out provision from PA 21-29 for the ADU provisions on September 20, 2021 at 6:50 p.m.

Mr. Bromson stated Ms. Whitten has been working with the Planning & Zoning Commission with the assistance of the Town Attorney.

Ms. Whitten stated currently the Town allows accessory or in-law apartments by special permit. She noted any accessory dwelling unit would be essentially a second house on a single-family lot. She noted PZC voted to opt out of this because they believed it would overtax utilities, impact drainage, traffic and on street parking and lack of oversight. She explained this requires an opt out from both the PZC and Town Council.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #5919** adopted 9-0-0

RESOLUTION #5920 by Councilor Muller, seconded by Councilor Riley.

WHEREAS, on May 21, 2021, the Town Council entered into a Letter of Intent with Connecticut Green Bank with regard to the installation of solar photovoltaic systems on Town-owned properties; and

WHEREAS, the Town, as owner of the various project sites, was requested to execute an Affidavit of Owner of the Project Site's Notarized Signature, Commitment and Acceptance; and

WHEREAS, the affidavit was not signed prior to the deadline.

NOW, THEREFORE, BE IT RESOLVED, the Enfield Town Council hereby terminates negotiations with Connecticut Green Bank, and

BE IT FURTHER RESOLVED, that the Town Manager, or his designee, is authorized to sign a notice of termination of the Letter of Intent, subject to the review and approval of the Town Attorney.

Mr. Bromson stated they are seeking to nullify this particular grant cycle, and the Town will still be interested and eligible moving forward.

Ms. Purciello stated this termination is happening because the program doesn't exist anymore, but there will be new programs, and they're talking about a new cycle next year.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #5920** adopted 9-0-0.

Mr. Ludwick read the following ordinance into the record:

TOWN OF ENFIELD
PROPOSED ORDINANCE TO THE ENFIELD TOWN Code
BANNING CANNABIS ESTABLISHMENTS

Prohibition on Cannabis (Marijuana) Establishments pursuant to Bill No 1201, Responsible and Equitable Regulation of Adult-Use Act (RERACA) Section 148(b)

All types of cannabis establishments, as defined in said Bill No. 1201, Section 1(4), and as may otherwise be defined by Connecticut law or regulation, to include, without limitation, all cannabis establishments, producers, dispensary facilities, cultivators, micro-cultivators, retailers, hybrid retailers, food and beverage manufacturers, product packagers, delivery services or transporters, any other types of licensed cannabis-related businesses, or the conducting of any such activity for commercial purposes by whichever name used, are and shall be prohibited within the Town of Enfield.

This prohibition shall not be construed to affect the medical use of cannabis as expressly authorized by Bill No. 1201, Section 83, as the same may be amended from time to time.

Before making his remarks on this topic, Councilor Sferrazza offered his condolences to the family of Joyce Hall, and he sent his best wishes to the Board of Education and the people who served with her.

Councilor Sferrazza thanked everyone who spoke this evening on this issue. He noted this past week, he was contacted by constituents telling him to uphold this ban or not ban cannabis. He stated he falls back on his life experiences as a police officer for 38 years. He noted he doesn't believe his role is to tell people whether they should smoke cigarettes, how many beers they have or even smoke marijuana, which is now legal. He stated the issue now is do they want to allow the sale in this community to facilitate and encourage the use. He noted in the final analysis, he can't vote to allow its sale in this community because he has a real issue with it being against federal law. He stated he subscribes to the fact this is a nation of laws, and if he doesn't like a law, he needs to find a candidate that agrees with him and work to get him/her elected. He stated he doesn't believe his number one role as Town Councilor is economic money growth. He stated his oath as a police officer was to keep people safe. He noted although he is no longer a police officer, he still believes in public safety. He stated if a person is driving under the influence of alcohol, there are well-established protocols and procedures that police follow. He noted Connecticut State statute defines intoxication as BAC (a blood alcohol content) of .08. He noted that's the standard that the Legislature has set. He stated with respect to marijuana, it's illegal to drive high, but what does that mean and what does it mean for the police. He noted they have no way to determine that. He pointed out alcohol impairs judgement, ability to react, and reflexes, which is what marijuana does as well. He feels this is a public safety issue.

He stated 39 years ago, he was a very young patrolman in Enfield, and he was sent to a home of a family who had a daughter who was going to college in Rhode Island on a Saturday afternoon, and a person who was not intoxicated with alcohol, but he was high as a kite on marijuana, went into her lane and killed her. He spoke about the difficulty of visiting parents who have lost a child. He acknowledged this doesn't happen every day, but he also does not believe it's fair to say that no one ever died from a pot-related incident.

Councilor Sferrazza stated his first responsibility as a Town Council person is to keep the community safe. He noted with the law that has been enacted, it is not probable cause to pull a car

over if a person is smoking marijuana while driving, and he finds that troubling. He stated to do anything other than this would mean to him that his 38 years was a lie, and he believes it was not.

He stated as the Chief of Police he worked with the Enfield Together Coalition, and the Coalition does great work to teach kids about substance abuse. He noted the Coalition page has a whole section on marijuana. He voiced concern that the wrong message is being sent to young people. He noted he is willing to give up tax revenue resulting from the sale of marijuana if it means law enforcement doesn't have the ability to hold people responsible who are smoking and driving at the same time.

Councilor Hemmeler read the following from the minutes of the Regular Meeting of June 21, 2021:

"Attorney Tallberg stated there are two opt out mechanisms in the law. He stated that if 10% of the electors sign a petition, it can be on the ballot to opt out. He went on to note that there is a provision in Section 148 that states, Any municipality may by amendment to such municipality's zoning regulations or by local ordinance prohibit the establishment of a cannabis establishment in town." He stated through the zoning procedure, the Town can opt out.

Councilor Hemmeler stated her impression that many people did not actually read the bill.

She stated her belief acceptance of recreational marijuana in Enfield sends the wrong message to children. She applauded everyone for standing up for what they believe and for stating what is more important to them, whether its additional tax dollars or maintaining a good quality of life for families. She noted tax dollars collected through recreational marijuana can be used for streetscapes in front of the dispensary or for programs that help people with addictions. She stated she finds this comical because its like making money by spreading a disease and then using that money to hand out the cure. She feels that makes no sense.

Councilor Hemmeler stated the recreational marijuana business is so legitimate that it is against federal law. She noted dispensaries use cash only because they are not allowed to use federal banks. She noted within the bill it can be seen that recreational marijuana is prohibited within state parks and beaches.

She stated it is disappointing that the State passed this bill because it essentially makes the state and local municipalities into drug dealers. She pointed out this is recreational marijuana and not medical marijuana, and that is totally different. She noted the bill itself handcuffs public safety because smelling it doesn't constitute as probable cause. She stated last week she was behind a car, and the driver was clearly smoking, and she could smell it. She noted that not only did the driver feel emboldened to smoke the drug openly, but they put everyone on the road at risk. She stated if a person saw someone driving down Elm Street drinking Captain Morgan out of a bottle, would it be expected they'd be stopped.

Councilor Hemmeler stated for those who insist that recreational marijuana is harmless, there are statistics showing otherwise. She noted since it was legalized in Colorado, there have been drivers involved in traffic deaths testing positive for marijuana, and these incidents increased 135% while all Colorado traffic deaths increased by 24%.

She stated supporters of recreational marijuana are only looking for a revenue stream, and they are not taking into account the cause and effect to a neighborhood, a community, or a town like Enfield. She acknowledged there will still be people using it, but they can buy it elsewhere. She noted Enfield does not need the tax dollars with all the other problems it comes with. She stated the small amount of revenue and job growth don't matter.

Councilor Hemmeler stated she has family members hopelessly addicted to drugs and alcohol. She noted they have no power over recreational marijuana being legal in Connecticut, but they do have the power to protect Enfield from selling it here.

Councilor Riley stated what people do in their own homes behind closed doors is their business. She noted she has no problem at all with any adult who wants to be in the comfort of their own home, a friend's home, a weekend getaway with no kids around and smoking pot and enjoying themselves. She stated she has no issues with medical marijuana.

She stated the revenue, according to the state, is 3% through the town's sales. She noted Enfield would need to do \$10 million dollars in sales itself alone to make \$300,000. She stated that will not pay for an entire school roof, or a reconstructed roadway. She noted they may get another social worker or EMT out of that amount of money, however, it certainly won't cover any of the overtime that the police have yearly.

Councilor Riley stated she heard Greenfield, Massachusetts got \$188,000 and Westfield, Massachusetts got \$45,000 last year. She noted Massachusetts does their taxes slightly different. She stated they had a 6.25% sales tax on it, and a 10.75% excise tax on it, and they get 3% local. She noted only 35% of local jurisdictions in Colorado allow for the retail or medical sale of marijuana and that public consumption of it there is actually still legal.

She noted she is a mother of two young children, a cub master, a den leader, and the President of First Readers. She stated a price cannot be placed on her kids or anyone's children's lives. She stated her number one concern with this issue is the edibles. She showed pictures illustrating the similar appearance of regular candy and candy containing THC. She noted the effects of edibles can last six to 12 hours from one little piece and some people do not have to eat a whole piece. She stated some people have found themselves in emergency rooms because of acute marijuana intoxication because they didn't eat just one because the effects didn't happen right away.

Councilor Riley stated last night she went on the website for the Children's Hospital in Colorado, and right on their website the Children's Hospital says, "Exposure of marijuana products to kids and teens in Colorado has increased since the increased availability of both medical and recreational marijuana in Colorado. The most common overdose incidence in children occurs when a drug has been combined with food in an edible form of marijuana. Many children who consume marijuana edibles require hospital admission due to the severity of their symptoms, which can range from being unbalanced, loss of coordination, to any degree of sleepiness from mild drowsiness to being unable to wake up to trouble breathing, and less commonly, children have developed coma and needed a breathing tube and ventilator."

She stated she went onto the website for the American Addiction Centers, and they speak about the real dangers of consuming marijuana edibles. She noted some of the more adverse effects associated with the consumption is hallucinations, paranoia, impaired motor ability and respiratory depression. She noted there have been several tragic incidents caused by unusual and risky behavior stemming from the consumption of edibles. She stated one man on a family ski trip shot himself in the head after eating marijuana-laced candies, and another man jumped from his death from a fourth-floor hotel room balcony mere hours after eating a marijuana cookie. She noted another man was recently sentenced to 30 years in prison for fatally shooting his wife, and prior to her death, the wife had called 911 because she was concerned for the erratic behavior and hallucinations that her husband was experiencing. She stated she has personally heard other stories from people who have used edibles and have had horrendous experiences with them.

Councilor Riley stated no amount of money is worth a life to be messed up by drugs. She noted as a mother and someone who helps kids in the community, she wants no part of this edible stuff, currently a categorized Schedule I drug. She questioned how she is going to support incredible parents that have been through extreme tragedy and have made it their mission like Alex's Army, who everyone supports, or taking federal grant money like they just did of \$175,000 for the Enfield Together Coalition. She questioned if anyone saw the "Talk to Your Kids About Pot" banner hanging up at Asnuntuck.

Councilor Riley stated marijuana-related traffic deaths increased in Colorado and over the past month marijuana use for ages 12 and older has Colorado third in the nation and 85% higher than the national average. She noted she did not even get to what it does to the developing brain of the child. She stated as a mother, she cannot be for this.

Councilor Mangini referred to the proposed ordinance to the Enfield Town Code banishing cannabis establishments and noted in reading this proposal, it is not a resolution, so she questioned if this is a votable document as presented because it simply says, "proposed by Council request". She stated she would like a legal answer.

Attorney Tallberg stated Section 148 of the legislation pursuant to the Governor's wish of having local control over things like masks, they had the opt out for the ADU's, and similarly Section 148 specifically allows any municipality to opt out by local ordinance. He stated the Council's packet contains a resolution adopting the proposed ordinance, which is the next page, which the Mayor read into the record, which is consistent with the Council rules to read a proposed ordinance in the record. He stated his opinion it does meet with the requirements for passing an ordinance. He noted it was publicly noticed and published through the Town Clerk.

Councilor Mangini stated all she received is the proposed ordinance. Attorney Tallberg stated there is a resolution in the packet.

Councilor Mangini stated she is not going to support this ban because this is not about giving drugs to children, but rather this is about commercial business, and its about revenue generating for Enfield. She stated her belief one of the main concerns is people's choice, and people do have rights to choose, especially when a law has been passed saying they do have the right to do this if they choose to. She stated she is an elected official by the people speaking on what she feels is

the right thing to do, and she wants to allow people to make their own choice on this matter. She stated she would never condone a child or a teenager or pre-teen getting involved in marijuana or any other kind of drug. She noted sometimes parents, guardians, and adults do need to take some control and responsibility over their household and children and maybe direct them not to go down certain roads with alcohol, marijuana, or drugs. She stated her belief it's extremely important that the message get out there that the people must be responsible for their own decisions. She stated she's not willing to support this proposed ordinance.

Councilor Unghire thanked everyone for expressing their opinions. She noted the difference between the marijuana of today and in the 1980's is the THC levels. She stated it's so much more potent today than it was back then. She stated her main concern is centered around the recreational use of marijuana in Enfield. She noted when the State legalized marijuana July 1st of this year, the thought of selling it in Enfield changed the perception of harm to young people. She stated the combination of a low perception of harm with a low disapproval rate because more adults are using and selling it will only serve to promote higher use among young people, and she does not believe this is a message that they need to send to young people.

She stated there are severe consequences of children between the ages of adolescence and 25 using marijuana because it causes physical and mental harm and actually causes brain damage. She noted they also must look at the unintended consequences. She stated it would be wise of people to learn of some of the significant consequences of legal marijuana used in other communities and other states. She stated she is not willing to gamble with the youth in Enfield. She noted she has worked with Youth Services and the Enfield Together Coalition for years, and she attended the CADCA Conference, which is the Community Anti-Drug Coalition of America. She noted they provide science-based information along with data-driven information attesting to the fact that marijuana use is not a good idea for youth. She stated they need to protect their youth, and no monetary gain is worth that risk.

Councilor Unghire stated another concern she has is how aggressive the companies are with their marketing. She noted she objects to the kid-friendly approach because their edibles come in shapes and colors that are attractive to children. She noted CDB gummies look just like regular gummies. She stated she cannot in good conscience support the sale of recreational marijuana in Enfield. She pointed out if people need or want marijuana, they can buy it anywhere else, and they still have that choice, however, if a child has been injured and they suffer brain damage, that child doesn't have another choice because they are damaged for life. She stated she is an advocate for Enfield's youth, and she won't support selling it in Enfield.

Attorney Tallberg stated Section 24 of the Council rules, Page 8, has been followed. He noted it provides that any ordinance, which shall have had its public hearing, shall be taken up at the Council at its next session, shall be read and thereupon shall be open for debate and amendment, and that's taking place right now. He stated on the close of debate, the presiding officer shall entertain a motion to place such ordinance on final passage. He recommended that once the Council finishes this debate, the Chair can close the debate, and then read the resolution, and then the vote on that will not be debatable.

Councilor Cekala stated over the last two months, she has talked a lot about marijuana use to a lot of people over text message, face-to-face conversations, on social media, via email, over the phone, and she talked to a ton of people about this. She stated she appreciates everybody's thoughts, and she appreciates everybody's insight, their passion, and the 30 people who spoke tonight. She stated she is a good parent, and she has two kids, and she is an advocate for the youth in Enfield. She stated her belief it's not mutually exclusive. She stated her belief voting against a universal ban that prohibits the sale or distribution or the growth of marijuana in Enfield makes her any less of a good mom, good advocate, or good voice for youth. She noted she does not believe that if this passes tonight that it will have any effect at all on the amount of marijuana that is used or distributed in Enfield because people can get it three miles north or three miles south. She stated she also doesn't believe this is all about money. She noted this ordinance just means that Enfield is not open for business, and this means that Enfield does not even want to hear out what there may be as far as benefits. She stated her understanding the licenses are going to be issued from the State, and Enfield does not issue the licenses. She noted there will be guidelines and regulations and prerequisites. She stated it is not going to be a free for all, and Enfield won't be inundated with storefronts or micro-cultivators, but as its written right now, they can have one retail storefront and one micro-cultivator. She stated her understanding people don't want Enfield looking like the Vegas strip, but it will not look like that. She explained she is against a universal ban of any ability to have someone come here because she wants this town able to make a choice on an individual basis. She noted she wants the town able to say that if the right opportunity comes along and the opportunity presents itself, and the prerequisites and licenses are met, and it is the right fit, then the town can consider it.

Councilor Cekala stated she takes a little offense when somebody implies you can't be a good parent and advocate for fiscal responsibility. She noted she has had conversations with her children about this, and they are not going to see these gummies in her house, and they are not going to be able to go into the store and buy them. She stated they may see them somewhere else, but they will see them whether they are in East Windsor or Springfield. She stated she does not support a ban when they have not even had the conversations with those people who may want to come to Enfield and have positives to bring. She noted this was done six years ago with the casino. She stated the casino wanted to have a conversation and possibly bring it to Enfield, and the majority of the Council said no, they don't even want to have a conversation. She stated her belief the same will happen with this issue. She feels this is wrong, and it is a missed opportunity. She feels they should have that opportunity.

Councilor Muller stated he will support this resolution tonight. He agreed with Councilor Sferrazza. He stated he does not feel that government should be in people's homes. He noted people should feel free to smoke, if necessary, within their home and property. He stated the issue for him is when a person leaves their property to go out and have an accident and/or kill someone. He noted there's no testing for this. He also questioned where this would fit in town, and would they want a booth at the Farmers Market. He feels it would take away from all the things the Town has done.

Councilor Cressotti referred to Governor Lamont's bill legalizing and safely regulating adult use cannabis and noted he has been hearing a lot about young children and the value and the morals and everything involved with all of this. He stated they are dealing with retail sales of cannabis

beginning in Connecticut by the end of 2022. He noted it is not even the end of 2021, and they have not even really discussed this amongst themselves behind closed doors. He stated last month this ordinance was written without much of "our" input, and he thinks in terms of being on a Council, something of this magnitude, the Council should have meetings behind closed doors to discuss this law of the proposed ordinance to the Enfield code banning cannabis establishments. He noted they didn't have any of those kinds of talks. He stated he would feel a lot better if they decided to go on a field trip together to go examine what these establishments are all about, instead of being against it. He stated he takes offense with somebody saying he's not a good parent. He noted he has four children, and all his children had their peaks and valleys in terms of growing up. He stated he did not allow his kids to drink, smoke pot or do drugs, but they did, and that's part of growing up. He noted this is about adult use, businesses coming into Enfield, dispensary facilities, cultivators, and job growth. He stated they haven't even had this discussion, and they're saying no to business. He noted when people find out that Enfield is banning this, what businessperson is going to want to come into town and set up shop. He stated it's bad enough a lot of businesses don't come into this town due to the nitpicking that goes on sometimes with a person's business. He stated it's the responsibility of adults to keep their alcohol, cigarettes, vapers, and cannabis away from minors. He noted this has nothing to do with that, but rather they're talking about business and fiscal responsibility. He stated he would like the Council to go to the dispensary in Northampton, Easthampton, and Springfield to see first-hand the type of clientele that go into these establishments. He noted they are middle-age professional people and not young kids. He stated a police officer asks for identification to enter these establishments. He noted upon entering, identification is again requested. He noted these places are immaculate, and sharp, professional people are working there. He stated Enfield is preventing professional people from coming to Enfield because they want to ban somebody who wants to cultivate. He noted what if a person wants to cultivate and set up medical cultivation. He questioned if they would say no to them too.

Councilor Cressotti stated the State will regulate this, and the Town needs to see firsthand the knowledge and what opportunities can be offered into this area. He noted reactionary decisions aren't always the best decisions or good decisions for the town. He stated this has not been well thought out. He pointed out he is involved with the Enfield Coalition, and he goes to package stores monthly and asks them how things are going and if their license readers are working out. He noted if some kids tried going to a dispensary, a police officer would stop them.

Councilor Cressotti stated his belief they have not thought this out correctly, and he feels this should be tabled. He noted this cannabis business is a money-making opportunity for Enfield. He stated if they're going to be looking to continue and try to develop this Town and find ways to grow the economy in a diverse way, why say no to this opportunity. He noted it is going to give the wrong impression to businesses wanting to come to Enfield. He stated Enfield will be financially impacted, and surrounding towns will benefit. He noted it wasn't too long ago that Enfield was asked if Enfield wanted to hop in with East Windsor with a casino, but Enfield didn't want that. He suggested looking at the total picture, rather than looking at it in a narrow, tunnel-vision view that he sees from the majority of the Council.

He stated 3% revenue coming to the municipality could go towards mental health and addiction services, streetscape improvements, neighborhood development, education programs, training

programs, youth employment, etc. He noted Social Services would love to have this revenue. He feels it would be a win-win.

Councilor Cressotti stated he was against this when it was first brought up. He noted he does not like the word, “prohibition”. He noted if they are going to prohibit cannabis, they should get rid of the booze because there’s no difference. He stated it is an adult’s responsibility as to how they use these products.

Chairman Ludwick clarified the East Windsor decision was a universal decision by both parties. He noted they asked Enfield to sign in, and no one wanted to sign in. He went on to note the Grand List grew by \$70 million last year, and Enfield is growing its economy. He stated there is a cost to all this, but no one wants to talk about it. He noted everyone wants to talk about revenue, but there’s a cost to services and families. He stated the State Lottery was supposed to totally fund education and there was the State income tax, which was supposed to be sunsetted when it balanced the budget, but Connecticut has one of the highest state income taxes in the nation, and that’s almost 50% of the State revenue. He noted casinos were given an exclusive deal so there would be no expansion of casinos into Bridgeport, New Haven and elsewhere, but 30 years later they can put them anywhere they want. He referred to tolls and noted the Transportation Fund has been in the surplus for years with Connecticut having one of the highest gas taxes in the nation.

Chairman Ludwick stated when the State says put money away for programs, the cost of government never goes down, and yet they keep looking for a new revenue source that will make everyone happy, but it never works. He does not believe government’s only role is to just go after tax dollars. He noted for him, quality of life is more important. He feels the cost will far exceed the revenue on this, especially when its starting at 3%. He noted they went through this with PILOT money because Enfield had to spend \$30 million dollars on a brand-new Water Pollution Control plant because back in the 1990’s Enfield could not get the money from the prison that was overusing Enfield’s sewer system, and they owed Enfield \$2.5 million dollars contractually, and they had to wait two years to get that money. He pointed out these are all facts over the last 40 years. He stated his belief the Public Hearing was great because people did a good job whether they were for or against. He stated his belief there is a cost to this, and people are being made dependent upon government, and that’s what this eventually will do. He noted when they break down the family, you break down the society. He stated he doesn’t care what the revenue is because they’ve seen it over the last 35 years. He noted he wants to try something different.

RESOLUTION #5921 by Councilor Muller, seconded by Councilor Riley.

WHEREAS, the Enfield Town Council sought public input on this proposed ordinance during a public hearing held on September 7, 2021.

NOW, THEREFORE, BE IT RESOLVED, that the Town Council does hereby adopt the proposed ordinance to the Enfield Town Code Banning Cannabis Establishments.

Attorney Tallberg stated this is the motion to place the ordinance on final passage.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #5921** adopted

6-3-0, with Councilors Cekala, Cressotti, and Mangini voting against the resolution.

RESOLUTION #5922 by Councilor Cekala, seconded by Councilor Sferrazza.

RESOLUTION TO APPROVE THE PARTIAL SETTLEMENT OF THE PENDING DECLARATORY JUDGMENT ACTION CAPTIONED TOWN OF ENFIELD v. THE CONNECTICUT WATER COMPANY, ET AL DOCKET NUMBER HHD-CV-206130874S

BE IT RESOLVED, that the Enfield Town Council hereby provides its consent to and approval of Judge Matthew J. Budzik's recommended partial settlement of the above-referenced declaratory judgment action, by which the Town of Enfield hereby agrees to pay seventy-five percent (75%) of the arrearage due the Connecticut Water Company and Hazardville Water Company for Public Fire Protection Charges, with the five defendant Fire Districts paying the remaining twenty-five percent (25%) of the arrearage, together with the other terms and conditions of that proposed partial settlement as discussed with the Town's legal counsel in executive session on September 7, 2021.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #5922** adopted 9-0-0.

PUBLIC COMMUNICATIONS

Elizabeth Davis, 201 North Maple Street

Thanked the Democrats. She stated the Republicans takes a voice from the constituents in this town.

Ms. Davis stated there is more to it than this. She stated everything is party line. She stated her belief Republicans sat behind a closed door and was told what to do, so they just did it. She stated her belief they are not looking at the best interest of this town. She feels way too many things have happened. She stated someone should not question her parenting ability because she agrees they should have a cannabis dispensary here. She noted she does everything with her child and she educates her child about drugs and hopes she wouldn't take that road because she educated her the right way. She stated voters at home need to honestly really think about who they put on the Council. She noted more and more votes are along party lines. She stated this town belongs to everybody, and it's time for people to stand up, show up and vote and get these people out of these seats because she doesn't believe they care about the residents.

COUNCILOR COMMUNICATIONS

Councilor Riley stated she did not once say that she questions anyone's parenting ability. She noted it is her child and her choice, and it is her body her choice. She stated she is not paid to do this job whatsoever. She noted she teaches her children what's right and what's wrong, and she hopes other parents do the same, but she never once said that she thought anyone was a bad parent or grandparent. She stated she is not a judge of people, and she hopes people do not judge who she is. She noted she is making a choice based on her family and the decision that she has made with her husband and her children.

ADJOURNMENT

MOTION #5923 by Councilor Mangini, seconded by Councilor Muller to adjourn.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #5923** adopted 9-0-0, and the meeting stood adjourned at 10:40 p.m.

Respectfully submitted,

Sheila M. Bailey
Town Clerk
Clerk of the Council

Jeannette Lamontagne
Secretary to the Council



TOWN OF ENFIELD

TO: Enfield Town Council
FROM: Christopher W. Bromson, Town Manager
DATE: September 15, 2021
RE: Projects & Activities Report (PAR)
CC: Town Direct Reports

The following is a summary of activities and their progress over the last three weeks.

TOWN MANAGER:

Playground at Higgins Park: On Sunday, August 29th, the Town held a ribbon cutting for the new playground at Higgins Park, behind Town Hall. We are happy to report that the playground has been a huge success in the weeks since the grand opening.

Farmer's Market: Join us weekly on the Enfield Town Green for the Enfield Regional Farmer's Market every Sunday from 10 AM to 1 PM! There are vendors selling fresh produce, delicious sweets, and handmade craft items.

Please stay tuned for an upcoming announcement on the kickoff of the Winter Farmer's Market in partnership with the Enfield Square Mall. Follow the market on Facebook and Instagram @EnfieldRegionalFarmersMarket for updates!

Building Consolidation: The Building Consolidation plan continues to be implemented. The Department of Social Services and Youth Services will be moving into Alcorn in the early Fall. The Town Manager continues to meet biweekly with staff to monitor the progress of the plan.

LIBRARY SERVICES:

Library

The new carpet in Community Room has been installed which will enable library programming moving inside as the weather gets colder.

The Friends of the Library purchased a new water fountain/bottle filling station at the Pearl St. Library.

B&G did a great job repainting radiators and installing new water fountain/bottle filling station.



TOWN OF ENFIELD

School field trips to the library are starting again after being canceled last year due to the pandemic. We will be seeing 4th graders instead of 3rd graders so that we make sure that all Enfield Public School students have the opportunity to visit the library.

Head of Reference Services, Sam Lee, was featured on a library podcast to discuss banned books.

Recreation

Registration for fall programming will begin on Friday, September 17th. Program offerings include a DEEP Fishing Field Trip at Freshwater Pond, Tots Multi-Sport classes, Preschool Martial Arts, Field Hockey, Chess Club, Babysitter Safety Course, Adult Yoga, Women's Self-Defense and more! Registration can be done online, by mail or in person at the Recreation office. Information on Adult Open Gym Programs, Dolphins Swim Team and Youth Basketball for grades K-12 will be released in the coming weeks with registration starting in October.

The Recreation Department is in the process of switching registration systems. The new system will launch later in the month. Registration will now be hosted through MyRec.com.

Recreation is currently accepting employment applications for several fall and winter programs. Temporary/seasonal positions include gym supervisors, scorekeepers, basketball referees, open gym supervisors, lifeguards and swim team coaches. Apply online at www.enfield-ct.gov/hr.

All Recreation related information can be found on the Recreation homepage. Visit www.enfield-ct.gov/recreation for complete details.

Senior Center

The Enfield Senior Center has once again been designated by the North Central Area Agency on Aging, Inc. (NCAAA) as a Focal Point for 2022-2024. Being a Focal Point designee continues our commitment as a visible, recognizable place where community members can find information and gain access to a full range of aging services.

TOWN CLERK:

On September 10, 2021, the Registrars of Voters held the lottery to determine the order of the candidates on the ballot for the November 2, 2021 Municipal Election. The Town Clerk will place the order for ballots on September 15, 2021. Absentee ballots become available to the public on October 1, 2021. Applications for absentee ballots can be mailed to the town clerk's office or dropped off in the drop box located in the parking lot at Town Hall.

State ballot drop boxes will be utilized again for the November's election and Referendum. They will be located at Town Hall, Enfield Express drive-thru, and the Central Library.



TOWN OF ENFIELD

POLICE:

Enfield Police Department Traffic Division personnel were exclusively assigned school bus enforcement, and school zone speed enforcement duties, for the first two weeks of the school year.

On July 21, 2021, the Enfield Police Department conducted a promotional ceremony, elevating Sergeant James Held to the rank of lieutenant and Officer Michael Emons to the rank of sergeant. These promotions fill all currently open department supervisory positions.

On September 3, 2021, six members of the Enfield Police Department participated in the "Over the Edge" fundraiser, in support of the Connecticut Special Olympics. "Team Enfield" raised almost \$14,000, as part of an overall fundraising effort of \$90,000, to benefit over 12,000 Special Olympics athletes from across the State of Connecticut.

On Tuesday, September 7, 2021, the Enfield Police Department resumed their School Resource Officer extra-duty-detail patrols.

On September 9, 2021, the Enfield Police Department swore in four new Enfield Police Officers, Officer Todd Therian, Officer Nicholas Miller, Officer Michael McHugh and Officer Braulio Heredia, who started training at the Connecticut Police Academy on Friday, September 10, 2021. The department continues to work to fill seven (remaining) open positions.

On September 15, 2021, two Enfield police officers were among those honored by Mothers Against Drunk Driving (MADD) in a recognition ceremony for their enforcement efforts in combatting Driving While Intoxicated.

DEVELOPMENT SERVICES:

Opt out for Accessory Dwelling Units (ADU's) - Public Act 21-29 requires Municipalities to allow accessory dwelling units up to 1000 SF on any single-family parcel by right provided they meet the bulk and area requirements of zoning. An opt out provision was provided. On August 5, 2021 the PZC held a public hearing in order opt out of this requirement and sent a recommendation to Town Council to do the same. The Town Council is scheduling a hearing for September 20, 2021 at 6:50 pm.

CT Economic Resource Center (CERC) - Staff assisted CERC to update our town profile which had not been updated since 2014. The profile can be found at <https://profiles.ctdata.org/>

TIF Advisory Committee – The Tax Increment Financing (TIF) committee met for the first time to discuss the TIF policy and master plan. The Committee is working on familiarizing themselves with the complicated exercise of determining need, calculations and interactions with clients and the Town Council.

Development Services - Planning

Approved PZC Commission Applications:

Town Manager's Office
820 Enfield Street
Enfield, Connecticut 06082

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



TOWN OF ENFIELD

- **1695 King Street** – This application is for a special permit and site plan approval for approval of a chocolate wholesale and chocolate manufacturing facility.
- **1 Prior Road** – This is an application for a site plan review for modifications to the Enfield Twin Rinks building to accommodate a window associated with the existing snack bar. At the September 9, 2021 meeting, the application was approved.
- **51 Enfield Street**- This application is for a special permit and site plan review for a change of use. The change of use is for a car wash and detailing motor vehicle facility. This site is located on top an aquifer and is also appearing before the APA Agency this month.
- **Re. PH# 3006** – 90 Elm Street - Special Permit & Site Plan Review application to allow the construction of a 2,300 square foot Popeye's restaurant with a drive thru and associated parking lot; BR Zone
- **Re. PH# 3007** – 11 Shaker Road – Special Permit & Site Plan Review application to allow the construction of a 10,000 square foot daycare facility.

Development Services – Economic & Community Development:

- **Route 5 & 514 Bike Path Improvements (CT DOT LOTCIP Grant \$924,800):** The Office of Community Development recently solicited proposals from qualified engineering consultants who currently have a renewed contract for On-Call Highway, Roads, and Transportation Consulting & Engineering Services with the Town. The Office of Community Development is scheduled to issue the award for the design services on 10/1/21.
- **Enfield Brownfield Assessments (CT DECD Brownfield Grant \$222,000):** The OCD has selected Fuss & O'Neill to complete the environmental investigations at the Strand Theater and Levitz Property on North River Street. The consultant will provide the necessary hazardous building materials inspection, survey, sampling, analysis, reporting, site assessments, subsurface investigations, and remedial design services. The work is scheduled to begin at the Strand and at the Levitz Property at the end of September.
- **Enfield Traffic Impact Study - Enfield Square Mall Area (CT CRCOG Grant \$216,570):** The Town with working with the CRCOG on this study which focuses on improving operating conditions and maximize capacity for the Route 190 and Route 220 corridors and to assess development potential of the underutilized Enfield Square Mall and the potential impact on the adjacent roadway network. A Market Assessment of the redevelopment options for the Enfield Square has been completed. The Town's consultant will be conducting a visual preference survey on redevelopment options for the Enfield Square Mall property in October.
- **Enfield's First Time Homebuyer Program:** The Office of Community Development continues to actively market this program by reaching to local Real estate Agencies and Mortgage Lenders on the program benefits. The Town expanded this program in 2020 making it to be available town-wide and has successfully assisted 6 first time homebuyers in purchasing their first home here in Enfield.

EMS:

Town Manager's Office
820 Enfield Street
Enfield, Connecticut 06082

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



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In August 2021, EMS was requested for 701 calls for service; mutual aid was needed for 57 responses and mutual aid was provided to surrounding communities 28 times. Call volume has increased approximately 15% through the summer months.

The department hosted a Mental Health Training for staff members, focused on First Responder wellbeing. Additionally, Captain Jon Morisset attending an instructor level Emergency Vehicle Operations Course to add another trainer to the department.

In July and August, Enfield EMS hired Paramedic Grace Valley, EMT Yvonne Moreno, EMT Fernando Dominguez, and EMT Trevor Svonkin. All are experienced EMS providers and have completed their orientation and field training phases.

Enfield EMS received "Gold Level Achievement" from the American Heart Association's Mission Lifeline Award for 2021. This award is based on early recognition of heart attacks and strokes, along with the commitment to provide CPR training to as many people as possible.

INFORMATION TECHNOLOGY:

To meet increased security requirements, the IT department rolled out Multi-Factor Authentication (MFA) to over 1800 accounts that have access to Office 365. MFA increases security by requiring verification when an account is logged into remotely. This greatly enhances the security through verification and reduces the chances of an account being compromised.

IT created 117 employee accounts for new hires in Education, Municipal, and Public Safety services. IT prepared new devices and provided a technology orientation and training for all new educators. IT also configured and installed over 100 network devices for the newly renovated areas of JFK Middle School. These services ensured all networking, telecom, and security features were functioning and available for school opening.

Service Desk responded to over 1200 requests for services and resolved the requests in an average of 1.78 days.

SOCIAL SERVICES:

Adult & Community Services

- **Elderly Services** - The past 2 months have been busy for the role as the summer ends. The Elderly Services Care Coordinator (ESCC) has provided service and support to elderly residents' relocation concerns, hoarding and blight issues, as well as crisis response with EPD and EMS. The ESCC has engaged with the CT State Department of Social Services/Elderly Services in several situations where residents needed evaluation for Conservatorship.

Ongoing client services have ranged from home visits for homebound seniors, office visits for in-home care, basic needs, long-term care applications and hospital discharge planning. The CARES At-Risk Registry for vulnerable Enfield seniors was activated because of Hurricane Henri with 50 seniors contacted prior to the storm in order to



TOWN OF ENFIELD

assess their level of preparedness and needs. ESCC is currently averaging around 20+ new clients a month alongside ongoing case management for longer term client needs such as housing, Medicare issues, Medicaid issues, and or service planning with family members.

- **Social Services Worker** - Provided comprehensive assessment to residents to measure their individual needs for linkage to resources and referral and provided crisis/risk evaluation both in the office and via community outreach.

The pilot program of co-responding with EFD and EMS is fully operational. Out-posted to EPD weekly, SSW was present at different shift rollcalls, co-responded to incidents when needed, and provided follow-up care to assist residents with identified need for social services intervention for non-criminal needs, e.g. homelessness, substance use, access to mental health resources, and overall need to improve quality of life conditions. SSW has walked alongside of the Community Police Officers to meet the Thompsonville residents and provide linkages to basic needs such as food and clothing, and to facilitate a "warm hand off" to a local outreach team that coordinates direct services for mental health and housing stability. Three chronically homeless individuals were assessed and connected to the Greater Hartford CAN to gain housing stability.

SSW provided Relocation Assistance and case management to several residents impacted by fires and flooding in the recent storms. SSW has attended training including, Mental Health First Aid (Adult and Youth), Stages of Change Model, Risk-Need-Responsivity model, and CADCA seminars with the Enfield Together Coalition/YFS Division.

- **Case Worker** – 17 Renters rebate applications were processed. Assisted with on boarding the returning CRT/Energy Assistance worker, and coordinated services with residents in need of both.

Enfield Child Development Center

The Enfield Child Development Center had a very successful summer! Fieldtrips and special activities returned with lots of outdoor family participation. We also had some wonderful professional development opportunities for staff including mindfulness, DOTS training for preschool staff and autism training for all staff. Due to staffing shortages, we are unable to open an additional school age classroom and continue to have waiting lists in all three of our programs – infant/toddler, preschool and school age programs. We currently have 186 children enrolled throughout our Center. The Stowe Early Learning Center is planning an Open House for families on October 7th as our families are still dropping off and picking up at the exterior doors of the classrooms. This Open House will give families the chance to see the classrooms and the entire center under safety protocols.

Family Resource Centers



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The FRC had a busy and productive summer with lots of programming for young children and families. In July, FRC Parent Educators provided a weeklong "Step Up for Preschool" program for 20 three-year-olds attending preschool for the first time in the Fall. Additionally, with funding from the Office of Early Childhood, in August we provided a three-week Summer Countdown to Preschool and Kindergarten Camp for 66, 4- and 5-year-olds whose preschool experience was impacted by the pandemic. Enrichment activities such as Mystic Aquarium, the CT Science Center, the Zoo on the Go, and Riverside Reptiles provided educational and fun ways to extend the learning with a culminating family celebration on the last day of the program. A partnership with Asnuntuck Community College allowed us to hire Early Childhood Students to work in the program as assistant teachers. The FRC also offered summer outdoor Learning through Playgroups at both Barnard and Stowe sites, and visited the Pearl Street Library for a tour and story time which gave families who had not been to this library a chance to get to know it.

The FRC continues to partner with Pioneer Valley Pediatrics in offering the Circle of Security parenting series for families and will begin offering the series to the pediatricians this month to help them integrate it into their practice.

We are in the process of planning fall Learning through Play Groups and will offer seven outdoor weekly groups as well as virtual groups for families who prefer that option. We will also be participating in the upcoming Open House Nights at Henry Barnard School and the Stowe Early Learning Center.

Transportation

The Enfield Transportation Department hired two part-time drivers and one full-time driver. The Transportation Security Administration (TSA) is extending the face mask requirement for individuals across all transportation networks throughout the United States until January 18, 2022.

Magic Carpet Rides

- July 1,586
- August 1,656

Dial-A-Ride Rides

- July 1,159
- August 1,088

Youth & Family Services

Enfield Together Coalition

- Two alcohol and vaping compliance checks were completed by the EPD, Police Explorers, and EPD partners. A total of 10 establishments failed the compliance check
- Liquor store sticker shock – Stay Healthy, Stay Safe stickers on brown bags
- Youth Council distributed Deterra bags to local businesses
- Fourteen ETC members attended the CADCA Mid-Year Institute in July at the Phoenix Ave Fire Station. The members focused on the impact of legalization of marijuana and its impact on youth



TOWN OF ENFIELD

- Hidden in Plain Sight Tractor – Pig Roast, various communities in CT, and throughout Enfield.
- Outrun Addiction is scheduled for September 25th. Narcan and QPR training will be offered at the event
- The White House Drug Policy Office Awarded ETC a CARA grant to enhance the efforts of current DFC Communities to prevent opioid and prescription drug use among youth ages 12 – 18 years. ETC will receive \$50,000 in CARA funds a year for five years to apply evidence-based prevention strategies to the emerging challenges in their local communities.

Youth Center

- As of August 31st, there are 20 members with a total 541 unduplicated daily attendance
- 140 CRT meals were provided to youth this summer
- The Youth Center partnered with Enfield Adult Education Program providing staffing and engagement of youth in the Historic Tour of Enfield and Thompsonville. A total of eight youth attended this tour.
- Staff provided team building activities for the Enfield Youth Police Academy this summer for two weeks. A total of 34 youth participated in the Academy.
- The youth enjoyed a late summer pool party on the last day the pool was open at Lamagna.

Youth Mental Health and Wellness Advisory Council

- Crisis Response Team: In coordination with the EPS, the crisis team responded to two youth untimely deaths this summer providing Psychological First Aid and Post Trauma response to assist those struggling in the aftermath of the traumatic deaths. Families were provided assistance with food, emotional support, funeral arrangements, cleaning services, and crisis stabilization counseling. In addition coping groups were offered to teachers, students, and close friends of the families.
- The first meeting of the new year is scheduled for Wednesday, October 6th at 3:30 p.m. in the Enfield Room to develop the year's plans, goals, and initiatives.

PUBLIC WORKS:

DPW Administration

- Higgins Park Playscape: The new playscape has been installed and open to the public for recreational enjoyment.
- Splash Pad: The splash pad at Parkman School has been completed by the vendor Sea Spray.
- Senior Center: JHS Restorations has been issued a PO to perform the repairs on the roof.
- ADC: Environmental Services Inc. has been issued a PO to demolish the Adult Day Center. DPW is working closely with the Enfield Housing Authority and public utilities to ensure the project is performed successfully.
- "Old" B&G Woodshop 327 Hazard Ave: Bidding specifications are being issued to contractors on state contract for the demolition of the building.



TOWN OF ENFIELD

- **Town Hall Generator:** The new emergency generator has been successfully delivered and rigged into place after removing the old equipment. This generator will be utilizing natural gas providing a dependable and clean fuel compared to diesel. The vendor is actively installing the new system.

Building and Grounds

- **Fields:** Reorganized the field layouts to increase the number of soccer fields to accommodate the demand.
- **Parkman and Eli Elementary Schools:** Built new calming rooms and renovated restrooms for ADA compliance.
- **Schools Town Wide:** Performed all the fire alarm and emergency lighting inspections prior to the reopening of the 21-22 school year.

Custodial

- **Schools Town Wide:** Deep cleaning activities in all schools including carpet cleaning, floor waxing, and air filter changes.
- **JFK:** Due to the construction activities custodians had approximately one week to move, clean, and prepare to the reopening of the school.

Engineering

- **Alcorn School Basketball Court:** The contractor is getting ready to pave the court.
- **Alcorn Parking lot replacement:** The On-Call contractor has removed the old pavement.
- **Lafayette Park Basketball Court Replacement:** The contractor is getting ready to pave the court.
- **Brainerd Park Softball Proposed Field:** Engineering Staff are reviewing the design for the proposed softball field at Brainerd Park and working on the field lighting order with Musco Lighting. Musco submitted quote, Engineering waiting on equipment submittals.
- **Powder Hollow Baseball Field Improvements:** Consultant is working with Musco Lighting for field lighting design for the proposed improvements to the baseball field at Powder Hollow. Consultant has surveyed the field.
- **ROAD 2021 Thompsonville Southwest:** Project is substantially complete. Only punchlist items remain.
- **ROAD 2021 River Washington:** Contractor is schedule to start work on Washington Avenue on September 14. Right of entry requests have been mailed to the residents of South River Street and over half have been signed and returned.
- **Crackseal 2021:** Engineering Staff has developed a crack seal program for this year, based on pavement inventory data and field inspection, and worked with the State's Vendor in Place contractor. The crack seal work started on September 14.

RRM

- Town wide brush cleanup for 4 weeks due to storms ends September 22nd

Highway

- Removed asphalt and repaved the Green Manor walking path.
- Installed drainage line to alleviate water issue at the new playscape at Town Hall.
- Removed 240 yards of asphalt from the area of the new splash pad at Parkman.



TOWN OF ENFIELD

- We had and addressed many flooding issues throughout town due to all the storms since July.
- Abbe Rd. washout we had to have a contractor install a new drainage structure to prevent losing the whole road at 310 Abbe Rd.

WPC

We have been experiencing extremely high flows this summer. The last storm Ida caused a tremendous amount of extra work at the WPC. The flows were so high that we reported a bypass in the collection system because it became hydraulically overload. Despite this we managed to produce a good quality final effluent with no permit violations

Building Inspection Division

11 Shaker - New daycare building: \$10 million (CV) \$100,000 electrical, \$150,000 HVAC

105 High Street - About \$200,000 in fire repairs

2 Peerless - About \$80,000 electrical

113 N Maple - \$2.0 million in electrical, \$325,000 in plumbing

1617 King Street - \$129,000 in electrical

118 Hazard - Assisted living: \$1.14 million in electrical, \$275,000 for fire suppression

100 Printshop - Lego is doing about \$80,000 worth of electrical.

17 Residential addresses - About \$613,000 (CV) in miscellaneous Rooftop PV panels

10 Hazard - \$50,000 in work for Burlington Coat

Shaker Heights - 3 new houses \$545,000

About \$120,000 in revenue for the month with 108 Building permits, 101 electrical permits, 75 HVAC permits, 27 plumbing permits, 17 Photovoltaic permits, and 11 Building code complaints for a total of 340 records created (365 permits issued) for the month. (About \$10 million in construction value).

About 454 inspections performed in approximately 22 working days.



August 31, 2021

TOWN OF ENFIELD

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Resolution to Approve a Three-Year Collective Bargaining Agreement with Teamster's, Local # 671

Subject: Request for Transfer of Funds for the Collective Bargaining Agreement with Teamster's, Local # 671 \$56,820

Councilors:

Highlights:

- On June 11, 2021, initial contract negotiations commenced between the Teamsters, Local #671 ("Union") and the Town of Enfield. The Union represents Dial-A-Ride and Magic Carpet Drivers.
- Due to the state shortage of bus drivers and the town's inability to attract and retain current employees, the Town had to make a one-time market adjustment totaling \$56,420 in order to sustain the Magic Carpet and Dial-A-Rider program and continue this vital service to its residents. (Please see appendix A in the contract for more salary details)
- The Union ratified this contract unanimously on August 19th, 2021.
- To meet the Town of Enfield's 10 day posting process, this proposed new contract has been filed on August 31th, 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 September 20th, 2021 or else this contract will be deemed "approved" under § C.G.S. Sec. 7-474.

Budget Impact:

The contract calls for a one-time retroactive market adjustment wage increase of \$56,420 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 \$78,743 or 7.5% annually.

Recommendation:

This office recommends that this resolution be approved.

Respectfully Submitted,

Steven V. Bielenda, Esq.
Director of Human Resources

Attachments:

1. Resolutions (2)
2. Contract with revisions.
3. Tentative Agreement.
4. Transportation Dispatcher – Day Shift (Job Description)
5. Transportation Dispatcher – Evening Shift (Job Description)

ENFIELD TOWN COUNCIL

RESOLUTION NO. _____

Resolution to approve a three year collective bargaining agreement with Teamster's Local # 671.

RESOLVED, that the Enfield Town Council does hereby approve the three (3) year collective bargaining agreement between the Town of Enfield and the Teamster's Local # 671 dated July 1, 2021 through June 30, 2024.

Date Prepared: August 31, 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 \$ 56,820
General Fund Revenue – Appropriated Fund Balance

TO:

10800092-593020 \$ 56,820
Unallocated Charges -Transfers to Social Services

SOCIAL SERVICES FUND

FROM:

22044412-480001 \$ 56,820
Soc Services Transportation Revenue - Gen Fund Transfers In

TO:

22040412-511000 \$ 21,840
Dial-A-Ride – Salaries

22040412-522000 \$ 1,355
Dial-A-Ride – Social Security

22040412-522100 \$ 317
Dial-A-Ride – Medicare

22046099-511000 \$ 30,940
Fixed Route Bus Grant – Salaries

22046099-522000 \$ 1,919
Fixed Route Bus Grant – Social Security

22046099-522100 \$ 449
Fixed Route Bus Grant – Medicare

CERTIFICATION: I hereby certify that the above-stated funds are available as of September 13, 2021.


John A. Wilcox, Director of Finance

APPROVED BY:  _____ Town Manager

Date:  9/15/21

TOWN OF ENFIELD
&
Teamsters
(Magic Carpet and Dial-A-Ride)

“TENTATIVE AGREEMENTS”

1) JOINT PROPOSAL

ARTICLE 13
WAGES

Section 1 New Hire Probationary Rates:

a. “Transit Driver” Position

\$20.00/hr. ~~during 6-month probationary period for duration of contract.~~ Employee will move to the current year rate listed in **Appendix A** ~~upon successful completion of their probationary period.~~

b. “Transportation Dispatcher/Day Shift” Position

\$20.89/hr. ~~during 6-month probationary period for duration of contract.~~ Employee will move to the current year rate listed in **Appendix A** ~~upon successful completion of their probationary period.~~

c. “Transportation Dispatcher/Night Shift” Position

\$22.52/hr. ~~during 6-month probationary period for duration of contract.~~ Employee will move to the current year rate listed in **Appendix A** ~~upon successful completion of their probationary period.~~

Section 2 Current Hourly Employees

Upon ratification by both Parties, all current employees shall receive **a market adjustment in the first year of this contract and then** COLA increases to their hourly rates beginning July 1 as identified in Appendix A of this contract ~~and in addition shall receive an additional .10 cent increase per hour (every calendar year subsequent to contract ratification by both parties) in recognition of the reduced cost to the town provided by the Teamsters Silver Health insurance fund. This .10 cent increase shall not go into effect until the employees have shifted to the Teamster’s Health Insurance Plan.~~

All current employees shall receive the increases to their hourly rates as identified in **Appendix A** of this contract.

APPENDIX A

BUS DRIVERS (Full & Part-time)		
	Year	Hourly Rate
	7/1/2021	\$20.00
	7/1/2022	\$20.09
	7/1/2023	\$20.95
DISPATCHER/DAY ASSISTANT		
		Hourly Rate
	7/1/2021	\$20.89
	7/1/2022	\$21.52
	7/1/2023	\$22.17
DISPATCHER/NIGHT ASSISTANT		
		Hourly Rate
	7/1/2021	\$22.52
	7/1/2022	\$23.20
	7/1/2023	\$23.90

2) TOWN PROPOSAL

ARTICLE 21 DURATION

21.1 This contract shall be in full force and effect through July 1, ~~2017~~ **2021** thru June-30, ~~2021~~ **2024** including all monetary provisions which shall be retroactive, if applicable, 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.

21.2 Within (90) Days of the expiration of the contract, either party may notify the other party if it wishes to amend or modify the contract. 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

Health Insurance Re-Opener

~~In the event the Affordable Care Act is changed, modified, amended or repealed the parties agree to meet to negotiate the impact on part time employees covered under this agreement as required by law.~~

3) TOWN PROPOSAL

ARTICLE 15 INSURANCE & PENSION

Health Insurance. Health Insurance Buy-back

15.4 - Section (1). The Employer agrees to make available to all full-time Employees who have completed the first of the month following a 150-day probationary period the Teamsters Local 671 Health Services and Insurance Plan, Silver Plan.

Section (2) All present Employees who have elected to enroll for this Insurance as of the effective date of this Agreement, shall begin coverage as of adoption of this contract by both parties.

Section (3) Open enrollment shall commence in December of each year.

Section (4) For all new Employees electing to enroll, coverage shall begin after the employee has completed 150 days of his/her probationary period and the month the initial premium payment is made.

Section (5) Coverage for an Employee shall end on the last day of the month for which premiums has been paid on behalf of such employee

Section (6) (a) Commencing with the first day this contract is adopted by both Parties and continuing for the remaining duration of the current Collective Bargaining Agreement, the Employer agrees to make the required monthly premium payments to the Teamsters Local 671 Health Services and Insurance Plan for each Employee enrolled.

(b) Premiums are due and payable on the twentieth (20th) of each month representing coverage for the following month.

Insurance rates shall remain in effect from July 1, 2021 through June 30, 2024 as outlined below:

Silver Plan Rates	DATE 7/1/21	DATE 1/1/22	DATE 1/1/23	DATE 1/1/24
Single	\$1,032.39	\$1,114.98	\$1,204.18	\$1,300.51
EE+1	\$1,828.57	\$1,974.86	\$2,132.85	\$2,303.47
Family	\$2,624.72	\$2,834.70	\$3,061.48	\$3,306.39

4) TOWN PROPOSAL - Adopt Two Revised Job Descriptions:

A. Transportation Dispatcher – Day Shift (see below)

TRANSPORTATION DISPATCHER - DAY

GENERAL STATEMENT OF DUTIES: Highly responsible dispatch work involving a variety of operational and administrative tasks related to the day-to-day running of the Transportation Division in the Social Services Department. Serves as point of contact for drivers and clients or vendors, coordinating to balance customer needs with drivers' and public health and safety.

SUPERVISION RECEIVED: Works under the general supervision of the Transportation Division Head.

SUPERVISION EXERCISED: Shift supervision of Division Drivers.

ESSENTIAL JOB FUNCTIONS:

Answer Dial-a-Ride/Fixed Bus (Magic Carpet) telephone and direct callers, take messages or answer procedural questions based on knowledge of rules and regulations pertaining to departmental activities and bus route schedules. Schedule vehicles and drivers for daily appointments, special events, ADA. Respond to citizen and rider complaints. Review driver logs to check for errors or violations, and monitor drivers' hours. Process forms and documents within generally established procedures.

Regular and punctual attendance. Good communication skills.

OTHER JOB FUNCTIONS: May do some driving for Dial-a-Ride and/or Fixed Bus Route; perform related work as required.

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

While performing the duties of this job, the employee may occasionally be required to stoop, reach with hands and arms, stand, walk, use hands to finger, handle, feel to operate objects, tools or controls; talk and hear. Hand-eye coordination is necessary to operate computers, various pieces of office equipment and busses. Employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision and ability to adjust focus.

Hand eye coordination necessary to operate computer and various other office equipment. While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to finger, grasp, handle or feel objects, tools or controls and reach with hands and arms.

WORK ENVIRONMENT: The work characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderately quiet. The employee occasionally operates a motor vehicle and is exposed to driving in various climates and conditions and is exposed to certain particles and fumes.

Must be able to concentrate on detail with constant interruption, attend to task for 45-60 minutes at a time, remember multiple assignments given over long periods of time and understand the theories behind several related concepts. May be exposed to dust, fluctuation in inside temperatures and

electro-magnetic radiation as in a computer screen. The noise level in the work environment is usually quiet.

MINIMUM QUALIFICATIONS:

KNOWLEDGE, SKILL AND ABILITY:

Knowledge of Town streets and local facilities or ability to learn same quickly; ability to perform clerical tasks; ability to use two-way radio/cell phone and other communication devices; proficient with computers (including, but not limited to MS office, Excel); ability to work harmoniously with public.

Considerable knowledge of modern office practices and procedures, strong arithmetic and bookkeeping techniques; knowledge of the operation of standard office machines; knowledge of business English; considerable skill at typing; ability to communicate both orally and written; ability to perform administrative procedures; ability to learn operations of the assigned office; ability to plan and devise office procedures; ability to establish and maintain effective working relationships with co-workers, customers and the public. Must be honest, tactful and have a neat appearance. Must be proficient using a computer and applying all current software applications.

EXPERIENCE AND TRAINING: Graduation from high school and two (2) years' experience performing the essential functions of this position.

These duties are typical of this job description and intended only to describe the various types of work that may be performed, the level of technical complexity of the assignments(s), and are not intended to be an all-inclusive list of duties. The omission of a specific duty statement does not exclude it from the position if the work is consistent with the concept of the job description, or is similarly or closely related to another duty statement to address business needs and changing business practices.

Adopted: Pending

B. Transportation Dispatcher – Evening Shift (see attached)

TRANSPORTATION DISPATCHER - EVENING

GENERAL STATEMENT OF DUTIES: Highly responsible dispatch work involving a variety of operational and administrative tasks related to the day-to-day running of the Transportation Division in the Social Services Department. Serves as point of contact for drivers and clients or vendors, coordinating to balance customer needs with drivers' and public health and safety. Responsible for statistic keeping, cash reconciliation, requisitions, invoices, and purchase orders.

SUPERVISION RECEIVED: Works under the general supervision of the Transportation Division Head.

SUPERVISION EXERCISED: Shift supervision of Division Drivers.

ESSENTIAL JOB FUNCTIONS:

Answer Dial-a-Ride/Fixed Bus (Magic Carpet) telephone and direct callers, take messages or answer procedural questions based on knowledge of rules and regulations pertaining to departmental activities and bus route schedules. Schedule vehicles and drivers for daily appointments, special events, ADA. Respond to citizen and rider complaints. Review driver logs to check for errors or violations, and monitor drivers' hours. Process forms and documents within generally established procedures.

Complete weekly payroll. Process purchase orders, invoices, and requisitions. Compile and prepare statistical and financial data for required reports. Perform range of posting tabulation and calculating; may receive and disburse funds. Check for adherence to requirements and accepted administrative practice for maintenance of up-to-date records and filing systems. Collect audit materials and records for review; compose routine and specialized correspondence and documents from notes, verbal instructions, or standard text; may attend meetings.

Regular and punctual attendance. Good communication skills.

OTHER JOB FUNCTIONS: May do some driving for Dial-a-Ride and/or Fixed Bus Route; perform related work as required.

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

While performing the duties of this job, the employee may occasionally be required to stoop, reach with hands and arms, stand, walk, use hands to finger, handle, feel to operate objects, tools or controls; talk and hear. Hand-eye coordination is necessary to operate computers, various pieces of office equipment and busses. Employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision and ability to adjust focus.

Hand eye coordination necessary to operate computer and various other office equipment. While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to finger, grasp, handle or feel objects, tools or controls and reach with hands and arms.

WORK ENVIRONMENT: The work characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderately quiet. The employee occasionally operates a motor vehicle and is exposed to driving in various climates and conditions and is exposed to certain particles and fumes.

Must be able to concentrate on detail with constant interruption, attend to task for 45-60 minutes at a time, remember multiple assignments given over long periods of time and understand the theories

behind several related concepts. May be exposed to dust, fluctuation in inside temperatures and electro-magnetic radiation as in a computer screen. The noise level in the work environment is usually quiet.

MINIMUM QUALIFICATIONS:

KNOWLEDGE, SKILL AND ABILITY:

Knowledge of Town streets and local facilities or ability to learn same quickly; ability to perform clerical tasks; ability to use two-way radio/cell phone and other communication devices; proficient with computers (including, but not limited to MS office, Excel); ability to work harmoniously with public.

Considerable knowledge of modern office practices and procedures, strong arithmetic and bookkeeping techniques; knowledge of the operation of standard office machines; knowledge of business English; considerable skill at typing; ability to communicate both orally and written; ability to perform administrative procedures; ability to learn operations of the assigned office; ability to plan and devise office procedures; ability to establish and maintain effective working relationships with co-workers, customers and the public. Must be honest, tactful and have a neat appearance. Must be proficient using a computer and applying all current software applications.

EXPERIENCE AND TRAINING: Graduation from high school with a business course background and three (3) years of progressively responsible administrative office and bookkeeping work, or any equivalent combination of education and experience. Dispatch experience a plus.

These duties are typical of this job description and intended only to describe the various types of work that may be performed, the level of technical complexity of the assignments(s), and are not intended to be an all-inclusive list of duties. The omission of a specific duty statement does not exclude it from the position if the work is consistent with the concept of the job description, or is similarly or closely related to another duty statement to address business needs and changing business practices.

Adopted: Pending

For the TOWN

DATE: _____

For the UNION

DATE: _____

COLLECTIVE BARGAINING AGREEMENT

between

THE TOWN OF ENFIELD

and

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS
Local 671

~~July 1, 2017 – June 30, 2021~~

July 1, 2021 – June 30, 2024

PREAMBLE

This agreement is entered into by and between the Town of Enfield, hereinafter referred to as the "Town" and International Brotherhood of Teamsters, Local 671, hereinafter referred to as the "Union" has, as its purpose the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other mandatory subjects of bargaining.

ARTICLE 1 RECOGNITION

1.1 Pursuant to a Certification of Representation issued by the Connecticut State Board of Labor Relations in Case No. ME-30,866, The Town of Enfield hereby recognizes the Union as the sole and exclusive bargaining agent for all Full time, part time Transit drivers and transit Dispatchers employees of the Town of Enfield who are scheduled normally to work at least for (8) hours per week but excluding all other employees, seasonal employees, temporary employees, service technicians, office clerical employees, and guards, professional employees and supervisors and members of other established bargaining units. For the purposes of this contract, employees shall be deemed seasonal workers if they are employed for less than one hundred twenty (120) consecutive calendar days in any fiscal year or if they are non-scheduled, (i.e. on call stand by driver/sub driver) and average less than 16 hours per week in any one fiscal quarter (i.e. July, August, September) this calculation shall reset each new fiscal quarter.

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

1.3 The term "Union" shall mean Local 671 International Brotherhood of Teamsters.

1.4 The terms "Contract" and "Agreement" shall mean the complete agreement and its specific terms.

1.5 The term "Employee" shall mean those persons employed by the employer as defined in Article 1.

1.6 The Town may employ temporary or non-scheduled employees provided no members of this bargaining unit who are qualified to perform the work involved are on layoff at the time.

ARTICLE 2
MANAGEMENT RIGHTS

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, power and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, it shall have the sole unquestioned right, responsibility and prerogative of management of the affairs of the Town and the direction of the working forces, included but not limited to the following:

- a. To determine the care, maintenance and operation of the equipment and property used for and in behalf of the purposes of the Town.
- b. To establish and 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, assign, assist, transfer, promote or demote employees, or to layoff, 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 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.
- g. To ensure 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-contract for municipal operations provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members.
- i. To create job specifications, subject to the Union's right to challenge the accuracy of new or revised job specifications or the propriety of the assigned rate.

ARTICLE 3
UNION SECURITY

3.1 The Town of Enfield agrees to regularly deduct an amount of dues and initiation fees, as specified by the secretary of the Union, from the wages of all employees covered by this agreement. The Town will provide each new employee with a copy of the Collective Bargaining Agreement and a dues deduction form provided by the Union.

3.2 The Union will furnish the Town with a signed statement by the employee that she/he authorizes the Town to deduct from his/her wages Union dues. Dues deductions shall continue for the duration of this Agreement.

3.3 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 Treasurer of Teamsters Local 671. Such remittance shall be made by the last day of the month in which the deductions are made.

3.4 All employees in the collective bargaining unit shall, immediately by the date of this contract or from the date of their employment by the Town, become and remain members of the Union in good standing in accordance with the constitution and by-laws of the Union, during the term of this Agreement or any extension thereof, as a condition of employment. The union agrees to deliver written notice to the Town and the employee when an employee is in default in payment of his/her agency service fee, union dues, initiation or assessment. The Town will apply all applicable laws in deducting all union dues, or agency fees from any member who is delinquent in paying any dues, initiation or agency fees.

3.5 The Town will place one (1) bulletin board in an accessible place in each building where bargaining unit members are employed for the exclusive use of the members.

3.6 The Town recognizes the right of the Union to designate a Union Steward, whose name the Union shall provide to the Town immediately upon designation and upon request. Stewards shall have no action interrupting the Town's business. Stewards shall be permitted to investigate, present and process grievances on or off the property of the Town during non-working time so long as it does not interfere with the operations of the Town. Such time shall be considered non-working time except that time spent in meetings at the Town's request or in employee disciplinary meetings with management where the Employee has requested Union Representation shall be paid for at the Steward's regular hourly rate.

ARTICLE 4 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 six (6) months for original appointments.

B. Any bargaining unit employee who is promoted or transferred to a new position shall serve a probationary period of three (3) months in the new position. The employee shall be evaluated by the new supervisor at least twice in the first month and once each month thereafter during the probationary period. Such employee may voluntarily return to his/her former position within the first month of probation. The supervisor may return the employee to his/her former position at the end of the three (3) month probationary period if the written evaluations show the employee is not performing well in the new position.

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/her actions and reasons therefore. Neither the Union nor employee may appeal a dismissal during the probationary period.

ARTICLE 5 SENIORITY

Section 1. For the first (6) months of their employment, all employees shall be considered probationary employees. The Town shall have the absolute right to discharge a probationary employee with or without cause, and such action will not be subject to the grievance or arbitration provisions of this Agreement or protest by the Union

Section 2. Seniority for all employees governed by this Agreement shall be defined as the period of the employee's latest date of hire into the Bargaining Unit. It shall be deemed to include any seniority presently held by an employee through agreement between the Union and the Town prior to this Agreement. Where two or more employees begin service on the same date, seniority for those employees shall be assigned based on their last application for the recognized bargaining unit for employment to the Town. Employees rehired after their seniority has been broken for any of the reasons set forth in this agreement will be considered new hires for all purposes and seniority shall be measured from the date of rehire.

(a) Preference shall be given to employees in order of seniority to:

- (1) the selection of runs or vacancies that occur, provided that the employee is available when the runs are assigned and s/he is available and qualified to perform the work available;
- (2) in the selection of vacations as set forth in this Agreement; and
- (3) in the event of layoff as set forth in this Agreement.

(b) Employees shall have the opportunity to bid on regular work assignments that become available for any reason (also referred to as "runs") by seniority. The bids will include designated start times or a floating start time of two hours for all Dial-A-Ride runs and estimated end times with a brief job description.

(c) The Town of Enfield shall establish a seniority list, and the list shall be brought up to date July 1 of each year and a copy shall be delivered to the Business Agent of the local. Any objection to the seniority list, as made, shall be reported within ten (10) working days or it will be waived for the remainder of the fiscal year.

(d) The Town and the Union shall incorporate existing job descriptions for every bargaining unit position

Section 3. Layoff Permitted. The Town 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 4. Layoff notice. In the event of a layoff, an affected employee shall receive at least ten days written advance notice.

Section 5. Order of Layoff. In the event of layoffs within a particular classification, employees shall be laid off in reverse order of seniority with probationary employees and temporary 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 (i.e. regularly scheduled part time employee or full-time employee) in the bargaining unit for which the employee meets the requirements of the position and is qualified and available to perform all requirements of the job

Section 6. Recall. Employees who are laid off shall have recall rights for a period of sixteen (16) months from the date of layoff to positions in the same or lower classifications from which they were laid off. The most senior employee presently qualified to perform the duties of the recalled position without further training beyond orientation will be offered the position before any other laid off employee. Employees shall have two (2) weeks from the date the Town sends a certified notice of recall to the employee at his last known address to return to the job.

Section 7. The designated union steward shall have super seniority rights for purposes of layoff and recall only.

Section 8. An employee shall lose his or her seniority when the employee:

- (1) Voluntarily terminates employment or retires;
- (2) Is discharged by the Town for just cause;
- (3) Exceeds an official leave of absence, unless the employee notifies the Town prior to such expiration of his or her inability to return to work for satisfactory reasons and the Town extends the leave;
- (4) Fails to apply for reinstatement and report for active employment upon completion of military service;
- (5) Employee is laid off or absent for any reason for a period equal to 12 continuous months or a period equal to the employee's seniority, whichever is less;
- (6) Fails to return to work upon recall from layoff within five (5) days of notification by the Employer at the last address and/or telephone number provided to the employer by the employee; or
- (7) Is absent for three consecutive scheduled work days without notifying the Town.

ARTICLE 6 PROMOTIONS

6.1 All vacancies and new positions shall be e-mailed to each member of the bargaining unit as a job posting. All job postings shall detail the pay, location and duties and the posting shall be for five (5) working days and open to bid without exception. The Town will review all internal candidates for promotion prior to entertaining outside applicants for any vacant position and posted on the designated union bulletin board.

6.2 When a vacancy exists or a new position is created, the position shall be first granted to the employee with the highest bargaining unit seniority who bids on the position, provided such employee is qualified for such position as determined by the Town as demonstrated by his/her work record and ability to perform the work. The Town reserves the right to conduct examinations to determine such qualification. Employees shall bid on a position by the closing date and time on the posting via the e-mail system to the Human Resources Department with a copy to the Union Business Agent.

ARTICLE 7
DISCIPLINARY ACTION

Causes for Disciplinary Action. The following shall be sufficient cause for disciplinary action. The Town reserves the right to take disciplinary action for causes other than those enumerated:

- (a) Willful violation of the provisions of the Charter or these rules.
- (b) Incompetency or inefficiency in the performance of the duties of the position to which the employee has been appointed.
- (c) Wanton carelessness or negligence in the care of Town property.
- (d) Habitual tardiness or absence from duty.
- (e) Conviction of a felony or of a misdemeanor impacting their ability to perform their job responsibilities.
- (f) Intoxication on duty.
- (g) Conduct which reflects unfavorably upon the Town service.
- (h) Violation of any reasonable official order or failure to carry out any lawful and reasonable directions made and given by a proper supervisor.

Types of Disciplinary Action. Following are the types of disciplinary action which may be invoked against employees in the Union. They may be independently invoked.

- (a) Verbal Reprimand. An appointing authority shall report any verbal as part of the employee's service record by forwarding a written memorandum to the Director of Human Resources for inclusion in the employee's file. A copy of such reprimand shall be forwarded to the employee.
- (b) Written Warning. An appointing authority shall report any written warning as part of the employee's service record by forwarding the written warning to the Director of Human Resources for inclusion in the employee's file. A copy of such written warning shall be forwarded to the employee.
- (c) Suspension. An appointing authority may, for disciplinary purposes, suspend without pay any employee under their control. Such suspension shall not exceed ten (10) working days for any one offense. Suspensions totaling more than thirty (30) days in any twelve (12) successive months shall be deemed a dismissal and be so treated.
- (d) Dismissal. An appointing authority may dismiss for cause any employee under their control occupying a position in the Union when he/she considers that the good of the service shall be served. It shall be the responsibility of the appointing authority in any case of suspension, demotion or dismissal, within five (5) days after the effective date of such action, to give the concerned employee a written statement setting forth in substance the reasons therefore and to file a copy of such statement with the Director of Human Resources.

The service record of any employee disciplined for a verbal or written warning under the provisions of this Article shall be cleared after a period of one (1)

year. The service record of any employee receiving discipline more severe than a written warning shall be cleared after a period of two (2) years.

(e) Appeal from Disciplinary Action. Any employee who is reprimanded, warned, suspended, demoted or dismissed as provided for in this article may appeal such action under the provisions of the Grievance Procedure.

ARTICLE 8 HOURS OF WORK

8.0 Hours of Work for Town Transit Drivers and Dispatchers

A. The basic work day for fulltime employees shall be seven 7 hours per day, five (5) days per week Monday through Saturday with designated start time of 6:00 AM to 11:59 AM for first shift or 12:00 PM – 5:30 PM for the second shift with one (1) hour for a meal break (unpaid), to be completed before the end of the shift-excluding Saturday shifts in which present practice for breaks will apply.

B. Part Time Employees - Will be scheduled to start work between the hours of 6:00 AM to 9:00 PM any combination of days, excluding Sundays. Any part-time employee who is scheduled 7 or more consecutive hours of work in a shift shall be entitled to a 1 hour unpaid meals break excluding Saturdays shifts in which present practice shall apply. Part Time employees shall not be regularly scheduled more than 28 hours per week; however, there may be emergency situations or occasions when Part Time employees will work more than 28 hours in a single week. Nothing in this section shall supersede the Town's right to reduce the hours of a Part Time employee as stated in Article 14 of this contract.

C. The above starting times, may be altered at the discretion of management by no more than 2 hours with a 24-hour notice. The Town will give seven (7) calendar days' notice of any permanent change to work schedules.

D. Should the Town desire to schedule work other than on a Monday through Saturday beyond the hours listed above the parties agree to negotiate the impact of this decision.

E. Time and one half shall be paid for all hours worked in excess of 40 in one (1) week for all hourly employees. For the purpose of computing over time hours in excess of the basic work week, hours paid but not worked shall not count as hours worked in excess of 40 hours per week.

F. All salaried employees shall receive comp time for hours worked in excess of 35 hours per week.

G. When an employee is called in outside of the employees regularly scheduled working hours-the employee will be paid a minimum of two (2) hours at the employee's regular rate of pay. An employee who is not regularly

scheduled to work on a, Sunday or holiday will be paid time and one half for all hours worked on a Sunday or holidays.

H. All employees will be allowed to use the restroom during the course of their shifts.

ARTICLE 9 GRIEVANCE PROCEDURE

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.

9.1. Procedure.

STEP ONE: Any employee who has a grievance shall submit the grievance via e-mail or in writing within ten (10) calendar days of the event to the Department Director 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 Department Director or his/her designated representative shall render a written decision via e-mail or in writing to the employee and his/her representative, if represented, within ten (10) calendar days.

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

STEP THREE: 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.

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 answers. 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.

9.2. All grievances and answers shall be set forth in writing via e-mail.

9.3 Nothing contained therein shall prevent any employees from presenting their own grievance and representing themselves in these procedures up to, but not including, arbitration.

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

9.5. 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.

9.6. Time extensions beyond those stipulated in the grievance procedure may be arrived at, in writing or via e-mail, by mutual agreement of the parties concerned.

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

9.8. 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 10 VACATIONS

10.0 Accrual. Annual vacation leave with pay shall be earned by all regular full-time employees and whose normal work week is thirty five (35) hours or more in the following manner vacation leave will be front loaded at the beginning of every fiscal year. A pro rata amount will be paid to newly hired employees based on the number of months employed in the fiscal year of their hire date. Said employee will be credited one month of vacation time for any day(s) worked in that particular month. Vacation will be earned according the following schedule:

FULL YEARS OF SERVICE / DAYS PER FULL MONTH OF CONTINUOUS SERVICE/MAXIMUM EARNED DAYS

Date of hire through 4 th full year	5/6 day	10 days per year
More than 4 yrs. through 6th full year	1 1/4 days	15 days per year
More than 6 yrs. through 9th full year	1 1/3 days	16 days per year

More than 9 yrs. through 12th full year	1 1/2 days	18 days per year
More than 12 full yrs.	1 2/3 days	20 days per year
More than 16 full years	2 1/12 days	25 days per year

*Employees eligible to receive 25 days of vacation understand and agree that 5 of those vacation days cannot be used if such use would incur overtime in the department and that said employees will not receive a payout of those 5 days upon resignation or retirement.

10.1 Employees shall apply for vacation leave to their Department Head on a request for leave form. Vacations shall be scheduled by each Department Head in accordance with departmental requirements, giving preference to employee choices according to seniority within a department or its divisions. Approval of such leave shall not be unreasonably denied.

10.2 Vacation leave shall be determined by the length of continuous service. For purposes of computing vacation leave, employees who leave the Town service and are later restored shall be considered as new employees.

10.3 Vacation time must be used within one (1) year from the date when it accrues, unless other arrangements are approved in writing by the Town Manager. Vacation leave may not be granted until an employee has served a minimum six (6) months of continuous service. Accrued vacation earned prior to the implementation of this Agreement shall not be forfeited.

10.4 In the event of an employee's death, his/her designated beneficiary and, if none, his/her estate, shall receive on the basis of the employee's current wages, full compensation of any accumulated vacation leave.

10.5 Employees who resign in good standing or who are laid off after employment of six (6) 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 his Department Head a minimum of fourteen (14) calendar day's prior notice unless the Town Manager agrees to permit a shorter period of notice. Said notice shall be in writing to the Department Head 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.

10.6 When the Transit Director suspends transportations services due to inclement weather, employees may use any accrued paid leave (with the exception of sick time) owed to them to stay home, arrive late, or leave work early. Alternatively, with the approval of the Transit Director and Human Resource Director, employees without any accrued paid leave may take an unpaid leave of absence.

10.7 The Town shall post a vacation schedule for transit drivers and dispatchers every October 1st of each year, in which at least one transit driver and one dispatcher will be scheduled off per week. Drivers will pick in seniority order available weeks for vacation for the period of January 1st through December 31st. This vacation schedule must be completed by October 31st. Any vacation requests submitted after October 31st may be awarded on a first come basis.

ARTICLE 11 LEAVE PROVISIONS

All employees shall accumulate sick leave at the rate of one (1) day per month of service for a total of twelve (12) days in any one year with no limit to the amount of unused sick leave that can be accumulated.¹ Each employee shall be entitled to use sick leave with full pay as has accrued to his/her credit. Each employee shall be notified of his/her accumulated sick leave as of July 1 of each year.

All part-time employees shall earn sick time in compliance with the Connecticut General Statute (31-51r) and shall be entitled to keep their sick time hours upon promotion to full time status.

Each employee shall be entitled to use sick leave with full pay in minimum increments of one-quarter (1/4) hour or more, as has accrued to his/her credit. Each employee shall be notified of his/her accumulated sick leave as of July 1st of each year.

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 3 days for each illness).

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 and dental examinations for treatment of an ongoing illness or condition may be charged to sick leave.

11.1 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

¹ All regular full-time employees who have hire dates prior to the ratification of the 2014-2017 agreement shall be entitled to 15 days in any one calendar year.

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. In reviewing an employee's record to determine whether the employee is abusing and/or excessively using sick leave, the Town shall consider all of the following factors:

- a) The number of occurrences,
- b) Patterns of usage,
- c) Employee's past sick leave record,
- d) Reasons for usage,
- e) Extenuating circumstance

11.2 Neutral Attendance Policy. Absences beyond six (6) occurrences of sick leave in a year are 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), the employee's department head will be so notified by the Human Resources Department. 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/her 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.

c. Report of illness: On the first day of absence from work due to illness, the employee shall report his/her illness to his/her immediate supervisor not later

than 1 hour prior to the minutes after the commencement of his/her scheduled work assignment. The immediate Supervisor shall initiate an absence report form and forward such form to the H.R. Department after the employee's return and it shall become part of the employee's personnel file.

11.3 Any employee, who has worked for the Town for more than ten years (10) years and who leaves Town service in "good standing" shall receive on the basis of his/her current wages, all unused accumulated sick leave up to a maximum of one hundred twenty (120) days as severance pay. "Good standing" shall mean that the employee has given two (2) weeks' notice prior to leaving. In the event of an employee's death, his/her designated beneficiary, or if there is no designated beneficiary, then the employee's estate, shall receive, on the basis of the employee's current wages, any unused accumulated sick leave days as severance pay up to (120) days. Any employee with less than 10 years of Town service who separates from the Town shall have 1/4th of his/her total accumulation of sick leave, up to a maximum of (30) days transferred to the employee's balance of unused vacation for the purpose of severance pay.

(b) In the event of the employee's death, his spouse and or minor children shall receive, on the basis of the employee's current wages, full compensation of any unused accumulated sick leave up to a maximum of (120) one hundred twenty days as severance pay.

11.4 Employees shall be granted leave with pay for the following reasons:

a. Jury Duty. Special leave shall be granted for required jury duty, with the Town paying the full difference between the employee's regular pay and his/her compensation for said jury duty. The employee will notify his/her Department Head at least one week in advance of jury duty.

b. Bereavement Leave. Three (3) days special leave with pay shall be granted 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 or grandchild, step-relation, son-in-law, daughter-in-law, brother-in-law, sister-in-law, parents-in-law, uncles, aunts, and also any relation who is domiciled in the employee's household.

c. Injury Leave. 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 that will equal full pay for a period not to exceed a total accumulation of one (1) year. At the end of said one (1) year, such supplemental benefits shall cease. All injuries must be immediately reported by the employee to his/her supervisor. Sick and vacation leave will not accrue for any employee who is out of work for thirty (30) calendar days on a workers compensation leave until said employee returns to a regular work status.

d. Military Leave. Military Leave, not to exceed two (2) weeks, shall be granted to regular employees when required to serve a period on active reserve

or National Guard duty. During this period, the employee shall be paid the difference, if any, between his/her regular and military salary.

1. No employee shall lose any seniority standing because of military service in the National Guards or organized reservists.

2. On return from involuntary activation into military service, an employee shall be reinstated in his/her former job or one of like rank and shall receive credit for the yearly wage increments awarded during his/her absence on military services provided that s/he reports for duty within ninety (90) days of his/her discharge from military service.

3. The employee's accumulation of sick leave, upon leaving for military service, shall be credited to his/her account when s/he returns, but there shall be no additional accumulation above one year of sick leave for the entire duration of his/her military absence

e. Union Leave. One (1) union official shall be allowed the required time off to attend official Union conventions and conferences, not to exceed three (3) working days each annually.

f. Personal Leave. All regular full-time employees whose normal workweek is thirty five (35) or more hours per week shall be allowed time off with pay for a maximum of three (3) days per year for personal business.

11.5 Family and Medical Leave Act. An employee may be granted a leave of absence under the Town of Enfield Family and Medical Leave Policy attached here to **Appendix B**.

11.6 The Town Manager may grant leaves of absence without pay. The denial of said leave may not be grieved.

11.7 During the period of leave without pay (exclusive of military leave), the employee shall not be credited for length of service, and shall not be credited with time for the purpose of accruing sick leave, vacation time, or personal days. While in military service an employee will not accrue days for sick leave, vacation leave, personal days, or holidays.

11.8 CATASTROPHIC LEAVE. In the event that a member of the bargaining unit incurs a catastrophic illness or injury and exhausts their own sick leave and disability benefits, the remaining members of the bargaining unit, if approved by the Town Manager, may voluntarily donate sick days from their own accumulated sick leave for use by said employee. A catastrophic illness or injury is defined as a non-occupational prolonged hospitalization, serious medical condition which has disabled an employee from the performance of his/her employment duties.

11.9 An employee shall be reinstated from an approved leave of absence without pay, but without any preferred status from his/her prior employment to

any position comparable to the position the employee last held with the Town, provided the returning employee is available and qualified.

11.10 Any employee who is on leave of absence without pay, or military leave, shall not be paid for any holidays or accrue sick leave during the period of the absence. Any vacation time due to an employee at the time of taking a leave of absence without pay may be paid at that time. For any employee who is granted a leave of absence without pay, except for Family and Medical Leave, 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/her insurance benefits be continued and submits the full premium costs for such benefits to the Town for the period of such absence in a manner prescribed by the Human Resources Dept.

11.11 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 may be subject to disciplinary action. Any employee who is absent from work for three (3) consecutive full work days, or on three (3) separate full work day 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 12

HOLIDAYS

12.0 The following holidays shall be observed as days with full pay: New Year's Day, Labor Day, Martin Luther King Day, President's Day, Columbus Day, Veteran's Day, Good Friday, Thanksgiving Day, Memorial Day, Day after Thanksgiving, Independence Day, Christmas Day and floating holiday

The floating holiday must be used within the fiscal year and is subject to the approval of the employee's supervisor. Employees who fail to use their floating holiday during the fiscal year will forfeit their holiday.

- 12.1 Holidays falling on a Saturday shall be celebrated on the Friday immediately preceding.
Holidays falling on a Sunday shall be observed on the following Monday.
- 12.2 Each fulltime employee holiday pay shall be computed at his/her regular daily rate and daily scheduled hours.
- 12.3 Whenever any of these holidays shall occur when a full-time employee is out on paid sick leave or vacation, the employee shall be paid for the holiday and no charge to sick leave or vacation time shall be made for that day. The Town reserves the right to request verification that the employee was sick.

- 12.4 In order to receive pay for an observed holiday, an employee must be in a work or paid leave status on his scheduled work day immediately preceding and following the holiday.
- 12.5 Any part time employee who is required to work a designated holiday shall receive one and one-half times (1.5X) their normal hourly rate for all work performed on the designated holiday.
- 12.6 Any fulltime employee who is called in to work a designated holiday in which he/she was not scheduled to work shall receive one and one half times (1.5x) their normal hourly rate in addition to their normal holiday pay.

ARTICLE 13 WAGES

Section 1 New Hire Probationary Rates:

a. "Transit Driver" Position

~~\$20.00/hr. during 6-month probationary period for duration of contract.~~
Employee will move to the current year rate listed in **Appendix A** upon successful completion of their probationary period.

b. "Transportation Dispatcher/Day Shift" Position

~~\$20.89/hr. during 6-month probationary period for duration of contract.~~
Employee will move to the current year rate listed in **Appendix A** upon successful completion of their probationary period.

c. "Transportation Dispatcher/Night Shift" Position

~~\$22.52/hr. during 6-month probationary period for duration of contract.~~
Employee will move to the current year rate listed in **Appendix A** upon successful completion of their probationary period.

Section 2 Current Hourly Employees

Upon ratification by both Parties, all current employees shall receive **a market adjustment in the first year of this contract and then** COLA increases to their hourly rates beginning July 1 as identified in Appendix A of this contract ~~and in addition shall receive an additional .10 cent increase per hour (every calendar year subsequent to contract ratification by both parties) in recognition of the reduced cost to the town provided by the Teamsters Silver Health insurance fund. This .10 cent increase shall not go into effect until the employees have shifted to the Teamster's Health Insurance Plan.~~

All current employees shall receive the increases to their hourly rates as identified in **Appendix A** of this contract.

Section 3 Dispatch Coverage Work

Any transit driver who performs dispatch coverage work shall receive the "Dispatch/Day Assistant" pay rate for all hours worked in dispatch pursuant to **Appendix A.**

Section 4 "On Call" Pay

Any driver designated by the Town for "on call" status shall receive \$50.00 pay per shift and receive his/her appropriate rate of pay for any hours worked when required to report to any designated location.

Section 5 Pay Period

All employees are paid every Friday the normal pay period run Sunday through Saturday. All employees shall receive itemized statements showing their hours of work, deductions and earned paid time.

Section 6

All employees scheduled to work weekend shifts (Saturday) shall receive a .50 premium pay for all hours worked on weekend shifts.

Section 7

Members may use their retroactive back pay to contribute towards their employee contribution amount for purposes of funding their HSA account.

Section 8

In lieu of wage increases, the Cafeteria Plan (\$1000 stipend) for ALL Members ceases July 1, 2015.

Section 9

All employees will be paid through direct deposit and must complete the necessary paperwork for the Finance Department to allow for direct deposit.

ARTICLE 14
TEMPORARY VACANCIES OR OPEN SHIFTS

Section 1 Temporary fulltime positions created through an approved leave of absence or FMLA, workman's comp or an off the job medical condition of more than 4 weeks will be posted for 5 normal business days, for temporary assignment to part timer employees, awarded in seniority order. The successful bidder must be able to work the schedule as posted and for the duration posted. Upon the original employee return the successful bidder will vacate the assignment and be placed back into their original assignment

Section 2 Temporary part-time vacancies will be posted for extra earning opportunity for all employees and awarded in seniority order as long as the shift does not create over time or premium pay or cause a part time employee to average more than 28 hours per week. The Town reserves the right to reduce the amount of hours earned in a fiscal year so that the employee remains below 28 hours per week.

Section 3 Open shifts

Special request extra work, vacation coverage which includes any work outside the employees regular run schedule, or open shifts that will need to be filled will be posted as soon as practicable and employees will be given an opportunity to sign up for said work on a separate sign up list made available at a designated common area. Employees who have signed up for the work shall be assigned extra work in seniority order. All open shifts will be offered to all seniority employees and awarded to the senior most employees. Employees must be available and qualified to perform the work and the work cannot interfere with an employee's normally scheduled shift, or create overtime or cause a part time employee to average more than 28 hours per week. The Town reserves the right to reduce the amount of hours earned in a fiscal year so that the employee remains below 28 hours per week. If the shift still isn't filled after exhausting this procedure the Town may offer the work out to non-scheduled sub drivers on straight time. When the Town offers work on an overtime basis it will do so in seniority order. In the event an employee wishes to add their name to the list or remove their name from the list after signing they may do so once per year.

ARTICLE 15 INSURANCE & PENSION

15.1 Pension Eligibility. A fulltime employee is eligible to join the pension plan if the employee has been employed by the Town for one (1) year of service and is at least 25 years of age.

(a) Retirement Income. At normal retirement date (age 65) income will be 2% of the final average earnings (highest 4 of the last 10 July 1st earnings, multiplied by the number of credited service.

(b) Employees will contribute 3.5% of base earnings, the Town will contribute the remainder of the amount necessary to provide an employees retirement income.

(c) An employee becomes 100% vested after 5 years of service in the plan prior to attaining 5 years of service the employees in entitled only to his/her contributions plus interest earned on such contributions upon separation from the Town.

(d) Pension benefits from the plan are in addition to any social security benefits payable to the retiree.

(e) Early Retirement can occur anytime between the first day of the month on or following an employee's 55th birthday and their normal retirement date.

15.2 Life Insurance - The Town shall provide and pay for the full cost of the group life insurance for all fulltime employees who work 35 or more hours per week in the amount of \$100,000.00 including an additional \$30,000.00 in employee's coverage in the event of accidental death. Retirees shall receive \$5,000.00 in life insurance.

15.3. Weekly disability benefits of \$150.00 per week for a maximum of thirteen (13) weeks, such benefits to commence upon the first day of an accident or 8th day of illness and after all sick time has been exhausted.

Health Insurance. Health Insurance Buy-back

15.4 - Section (1). The Employer agrees to make available to all full-time Employees who have completed the first of the month following a 150-day probationary period the Teamsters Local 671 Health Services and Insurance Plan, Silver Plan.

Section (2) All present Employees who have elected to enroll for this Insurance as of the effective date of this Agreement, shall begin coverage as of adoption of this contract by both parties.

Section (3) Open enrollment shall commence in December of each year.

Section (4) For all new Employees electing to enroll, coverage shall begin after the employee has completed 150 days of his/her probationary period and the month the initial premium payment is made.

Section (5) Coverage for an Employee shall end on the last day of the month for which premiums has been paid on behalf of such employee

Section (6) (a) Commencing with the first day this contract is adopted by both Parties and continuing for the remaining duration of the current Collective Bargaining Agreement, the Employer agrees to make the required monthly premium payments to the Teamsters Local 671 Health Services and Insurance Plan for each Employee enrolled.

(b) Premiums are due and payable on the twentieth (20th) of each month representing coverage for the following month.

Insurance rates shall remain in effect from July 1, 2021 through June 30, 2024 as outlined below:

Silver Plan Rates	DATE 7/1/21	DATE 1/1/22	DATE 1/1/23	DATE 1/1/24
Single	\$1,032.39	\$1,114.98	\$1,204.18	\$1,300.51
EE+1	\$1,828.57	\$1,974.86	\$2,132.85	\$2,303.47
Family	\$2,624.72	\$2,834.70	\$3,061.48	\$3,306.39

(c) The Employee's contribution shall be deducted from their pay each week.

(d) 1. The Employer will continue to pay the premium for Employees who are absent due to injury or illness for up to four (4) weeks.

2. The Employer agrees to abide by all rules of the Family Medical Leave Act for all personal injury or illness.

3. In the event of a work-related illness or injury (workers compensation) the Employer agrees to continue to pay the premium for a period not to exceed twelve (12) consecutive months. Thereafter, the Employee may continue coverage under COBRA if eligible.

(e) In accordance with the Audit, Collection and Delinquency Policies and Procedures the Trustees require the Employer to provide the Plan with contributions for one (1) month in advance to secure the payment of contributions. When the premium rates increase, this security must be increased before contributions for eligibility will be accepted. If used to cover a delinquency, this security must be replaced before further contributions will be accepted. At the end of this contract, such security may be used toward the towns final monthly premium.

(f) The Employer agrees that all contributions shall be made at such time and in such manner as the Trustees require and the Trustees shall have the authority to have an independent public accountant audit the payroll and wage records of the Employer for the purpose of determining the accuracy of contributions to the Teamsters Local 671 Health Services and Insurance Plan.

(g) The Employer shall make contributions to the Teamsters Local 671 Health Services and Insurance Plan by the twentieth (20th) day of each month representing coverage for the following month. If the Employer fails to make contributions to the Teamsters Health Services and Insurance Plan and after a seventy-two (72) hour notice of such delinquency, the Local Union may take whatever steps are required to secure compliance with this section herein.

15.6 Alternatively, employees may opt out of the TEAMSTERS health and dental insurance program. An employee who is covered under alternate health insurance that is not provided **for in whole or part** by either 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. Employees eligible for health and dental coverage under the Town's plan who waives the same shall receive one of the following:

- \$500 if employee is eligible for individual health and dental coverage;
- \$1,000 if employee is eligible for health and dental coverage for 2 persons;
- \$1,500 if employee is eligible for health and dental coverage for more than 2 persons.

(b) The employee must waive both health and dental insurance to be eligible for this benefit. This annual benefit will be paid to employees in the month of July. A pro rata amount will be paid to eligible employees based on the number of months, and level of coverage, in the fiscal year that they have declined health insurance for themselves, their spouse and dependents.

15.7 Employee monthly copay percentages as follows:

<u>7/1/2018</u>	<u>1/1/2019</u>	<u>1/1/2020</u>	<u>1/1/2021</u>
12%	12%	12%	12%

The amount of the monthly employee deduction shall be equally divided into a weekly deduction.

15.8 Change of Carriers. The Town may change the carriers for any of the foregoing insurance provided that the benefits shall be equivalent or better than those provided in the above referenced coverage, this provision may only be exercised by the town in the last year of the agreement and no sooner than 90 days prior to the expiration date of the collective bargaining agreement. However, if the Town can provide insurance at a lower cost than the above referenced Teamster's Health Insurance Plan, provided that the benefits shall be equivalent or better than those currently provided then the employee shall pay the difference in cost. In other words, the Town will always pay the lowest health insurance cost between the Teamster's Health Insurance Plan and the Town's Health Insurance Plan.

15.9 Retirement insurance Anthem Blue Cross 65/Blue Shield

Any full-time employee with a minimum of ten (10) years' service and has worked for the Town until age 55 or later and has either retired from the Town of Enfield or who receives retirement income either from the Town or as a result of service with the Town shall be eligible for BC/BS 65, upon attaining 65.

Employees enrolled in the Town's group health insurance plan shall automatically be enrolled in the Towns BC/BS 65 plan for retirees. Retirees not enrolled in the Towns group BC/BS plans shall apply for membership in the Towns BC/BS 65 plan upon attaining age 65.

The hospital and medical plan insurance plan shall be the Anthem Blue Cross/Blue Shield 65 plan as prescribed by the contract in force.

The Town shall pay the full Anthem Blue Cross/Blue Shield 65 premium of each subscribing retiree.

Retirees shall be able to purchase Blue Cross/Blue Shield 65 coverage for their spouses at the Towns COBRA 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.

Retirees and spouses may continue on their regular insurance plan at their own cost until they are eligible for Blue Cross/Blue Shield 65. If a retiree elects to stay with the Town health insurance, then the Town will continue to fund 50% of the retirees' HSA deductible amount as outlined in the health insurance plan. However, once the retiree reaches age 65 the Town shall have no obligation to make any HSA contribution.

ARTICLE 16
NON DISCRIMINATION

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 17
STRIKES AND LOCKOUTS

Section 1. For the duration of this Agreement, the Union, its officers, representatives and members shall not authorize, instigate, ratify or participate in any strike, sympathy strike, slowdown, stoppages of work, interference with Town business, or picketing (collectively referred to as "strikes"). Any employee participating in, encouraging, instigating, aiding, or abetting a strike shall be subject to disciplinary action;

Section 2. The Employer agrees that it will not lock out employees during the term of this agreement

Section 3. It shall not be the cause of disciplinary action in the event an employee refuses to drive through a picket line due to concerns of his/her safety or the safety of his/her passengers.

ARTICLE 18
MISCELLANEOUS

Safety. The Town of Enfield recognizes that every employee is entitled to work under the safest possible conditions available. Every effort will be made by the Town to provide such conditions and to promote proper attitudes towards injury and illness prevention.

The first step towards providing a safe working environment for employees is the safety program which includes the following:

- a. Quarterly loss control meetings for all union and non-union employee groups.
- b. Safety and health inspections to identify and eliminate any unsafe working conditions or practices.
- c. Required safety training, immunizations and personal protective equipment for protection from occupational injuries and diseases;
- d. Prompt and thorough accident investigations /including the initiation of corrective measures to be used towards creating safer working conditions;
- e. Ongoing enforcement of the safety rules and regulations provided by safety committees and division/division heads.

It is the basic responsibility shared by everyone to make safety realization a part of their daily concern. Employees are obligated to observe the rules and to use all safety information and equipment provided. Employees must immediately report unsafe conditions or equipment immediately to their supervisors to insure the safety of all Town employees.

Seatbelt Policy. In recognition of Public Act 85-429, this went into effect January 1, 1986 the Town of Enfield adopted a uniform policy regarding the use of seatbelts by its employees while engaged in conducting Town business, and it is hereby amended as follows.

Applicability. This policy, except where noted, will apply to all Town employees conducting Town business while driving any Town or private vehicle.

Policy. All Town employees shall wear seatbelts at all times while either driving or as a passenger in a moving Town or private vehicle that is engaged in conducting Town business. This policy shall include all regular cars, vans, trucks, and special purpose vehicles (for purpose of this policy a special purpose vehicle is defined as one whose use is not normally intended for over the road travel).

Exceptions to this policy are public busses when riding in a passenger seat that is not equipped with a seatbelt.

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

Employee Assistance Program. In the event that employees encounter personal problems that affect their lives and livelihoods, the Town of Enfield offers its employees the opportunity to obtain assistance through the Employee Assistance Program which provides confidential counseling and referral services to employees and their families during these times.

Personal Appearance. The employees of the Town of Enfield should always present themselves in dress and grooming suited to the work which they perform. Departments may establish codes of proper dress and grooming which relate to the public contact, safety, hygiene or nature of the work being performed subject to overall approval of the Town Manager. Clean and modest attire is appropriate for all employees.

Smoke Free Workplace. The buildings, grounds and vehicles of the Town of Enfield are all smoke-free. No employees will be permitted to smoke in these buildings, grounds or vehicles except in a privately-owned automobile.

Citations /Tickets the Town shall pay any fine for a citation issued to any driver for any equipment violation that is not the drivers fault while operating a company vehicle.

Unsafe Equipment. The Employer shall not require employees to take out on the streets or highways any vehicle that is not in a safe operating condition or

not equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified. Any equipment which is refused because not mechanically sound or properly equipped shall not be used by other drivers until the Maintenance Department has adjusted the complaint. Under no circumstances will an employee be required to engage in any activity involving dangerous conditions of work or danger to person or property. Employees shall not be required to exceed the stated capacity of any vehicle.

Restrooms all drivers will be allowed access to clean and sanitary restrooms to be used during the course of their shifts to include weekends.

Uniforms The Town reserves the right to issue uniforms to employees and require that they wear them. The employer agrees that if any employee is required to wear a uniform as a condition of his/her employment then such uniform will be provided by the employer with no charge to the employee.

I.D Cards if the employer requires employees to carry personal identification the cost of such personal identification shall be borne by the employer, including replacement.

Maintenance in the event the employer requires employees to clean their company vehicles/busses, the employer will provide the necessary cleaning products including paper towels, sanitizer, window cleaner trash bags, gloves etc. employee will not be required to clean blood, bodily fluid, wastes or fluids or other potentially hazardous substances unless provided with proper training and equipment.

Examination the Town will reimburse all employees \$65 dollars for the legally required D.O.T examination and/or filing fee provided the employee provides proof of the expenses.

Any Town directed examination shall be paid for by the Town. If as a result of the employer requested examination the employee has suffered a loss of earning and it is later determined the employee was in fact fit for duty the employee will be compensated for all lost earnings.

Annual Performance Evaluations

Entry level probationary employees shall receive monthly job performance evaluations for the term of their probationary period. Probationary evaluations may not be grieved.

Regular employees will receive annual job performance evaluations on the anniversaries of their hire date, which will be discussed with the employee. Any controversy concerning job performance evaluations will be resolved through the grievance procedure.

Employees will receive a copy of their performance evaluation, which will also be placed in the official personnel file.

Biohazard Policy

The Town of Enfield will maintain a Bio hazard policy which may be modified from time to time as deemed necessary. This policy will be available on the Union bulletin board and/or available upon request.

ARTICLE 19 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 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 parties as to the rates of pay, wages, hours of employment, benefits, pension, or other conditions of employment which shall prevail during the term of this agreement

ARTICLE 20 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's Drivers/Dispatchers 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 Department Director or his/her designee.

Section 3. Basis for testing

- A. Random drug testing-the Department Director 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 Department Director 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 Department Director. 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 21
DURATION

21.1 This contract shall be in full force and effect through July 1, ~~2017~~ **2021** thru June-30, ~~2021~~ **2024** including all monetary provisions which shall be retroactive, if applicable, 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.

21.2 Within (90) Days of the expiration of the contract, either party may notify the other party if it wishes to amend or modify the contract. 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

Health Insurance Re-Opener

~~In the event the Affordable Care Act is changed, modified, amended or repealed the parties agree to meet to negotiate the impact on part time employees covered under this agreement as required by law.~~

For the Town of Enfield

For the Union

Date: _____ 2021

Date: _____ 2021

APPENDIX A

BUS DRIVERS (Full & Part-time)		
	Year	Hourly Rate
	7/1/2021	\$20.00
	7/1/2022	\$20.09
	7/1/2023	\$20.95
DISPATCHER/DAY ASSISTANT		
		Hourly Rate
	7/1/2021	\$20.89
	7/1/2022	\$21.52
	7/1/2023	\$22.17
DISPATCHER/NIGHT ASSISTANT		
		Hourly Rate
	7/1/2021	\$22.52
	7/1/2022	\$23.20
	7/1/2023	\$23.90

APPENDIX B

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.

ISSUES	PERSONAL SERIOUS HEALTH CONDITION	BIRTH, ADOPTION OR FOSTER CARE	SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE
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 For the Town	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 both employees work in the same department than the leave cannot be taken on the same scheduled workdays.	12 weeks of leave each which may or may not be taken concurrently. However, if both employees work in the same department, then the leave cannot be taken on the same scheduled workdays, 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.
Notification	Employee must provide 30 days notice when need for leave is foreseeable. Otherwise notice must be given as soon as practicable.	Same.	Same.
Medical Certification	Certification for illnesses shall include the date the serious health condition began, duration of the condition, applicable medical facts, statement that the employee is unable to perform the functions of the job, and medical reasons for any intermittent or reduced leave requests (if applicable).	Not applicable.	Certification for illness shall include the date the serious health condition began, duration of the condition, applicable medical facts, statement that the employee is needed to care for the ill person, an estimate of how long the employee will be needed, and/or medical reasons for any intermittent or reduced leave requests.

ISSUES	PERSONAL SERIOUS HEALTH CONDITION	BIRTH, ADOPTION OR FOSTER CARE	SERIOUS HEALTH CONDITION OF CHILD, PARENT OR SPOUSE
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 Accruals	Sick and vacation leave shall not accrue for any full calendar month in which the employee is not in a regular 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.

ISSUES	PERSONAL SERIOUS HEALTH CONDITION	BIRTH, ADOPTION OR FOSTER CARE	SERIOUS HEALTH CONDITION OF CHILD, SPOUSE OR PARENT
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 makes 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 result 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 unless the employee opts to continue coverage at his expense.	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 and 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 Family & Medical Leave shall be measured forward from the date any employee's first Family & Medical Leave begins or is designated as the start date. 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.
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**TOWN OF ENFIELD
JOB DESCRIPTION
SOCIAL SERVICES DEPARTMENT**

TRANSPORTATION DISPATCHER - EVENING

GENERAL STATEMENT OF DUTIES: Highly responsible dispatch work involving a variety of operational and administrative tasks related to the day-to-day running of the Transportation Division in the Social Services Department. Serves as point of contact for drivers and clients or vendors, coordinating to balance customer needs with drivers' and public health and safety. Responsible for statistic keeping, cash reconciliation, requisitions, invoices, and purchase orders.

SUPERVISION RECEIVED: Works under the general supervision of the Transportation Division Head.

SUPERVISION EXERCISED: Shift supervision of Division Drivers.

ESSENTIAL JOB FUNCTIONS:

Answer Dial-a-Ride/Fixed Bus (Magic Carpet) telephone and direct callers, take messages or answer procedural questions based on knowledge of rules and regulations pertaining to departmental activities and bus route schedules. Schedule vehicles and drivers for daily appointments, special events, ADA. Respond to citizen and rider complaints. Review driver logs to check for errors or violations, and monitor drivers' hours. Process forms and documents within generally established procedures.

Complete weekly payroll. Process purchase orders, invoices, and requisitions. Compile and prepare statistical and financial data for required reports. Perform range of posting tabulation and calculating; may receive and disburse funds. Check for adherence to requirements and accepted administrative practice for maintenance of up-to-date records and filing systems. Collect audit materials and records for review; compose routine and specialized correspondence and documents from notes, verbal instructions, or standard text; may attend meetings.

Regular and punctual attendance. Good communication skills.

OTHER JOB FUNCTIONS: May do some driving for Dial-a-Ride and/or Fixed Bus Route; perform related work as required.

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

While performing the duties of this job, the employee may occasionally be required to stoop, reach with hands and arms, stand, walk, use hands to finger, handle, feel to operate objects, tools or controls; talk and hear. Hand-eye coordination is necessary to operate computers, various pieces of office equipment and busses. Employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision and ability to adjust focus.

Hand eye coordination necessary to operate computer and various other office equipment. While performing the duties of this job, the employee is frequently required to sit and talk or

**TOWN OF ENFIELD
JOB DESCRIPTION
SOCIAL SERVICES DEPARTMENT**

hear. The employee is occasionally required to walk; use hands to finger, grasp, handle or feel objects, tools or controls and reach with hands and arms.

WORK ENVIRONMENT: The work characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderately quiet. The employee occasionally operates a motor vehicle and is exposed to driving in various climates and conditions and is exposed to certain particles and fumes.

Must be able to concentrate on detail with constant interruption, attend to task for 45-60 minutes at a time, remember multiple assignments given over long periods of time and understand the theories behind several related concepts. May be exposed to dust, fluctuation in inside temperatures and electro-magnetic radiation as in a computer screen. The noise level in the work environment is usually quiet.

MINIMUM QUALIFICATIONS:

KNOWLEDGE, SKILL AND ABILITY:

Knowledge of Town streets and local facilities or ability to learn same quickly; ability to perform clerical tasks; ability to use two-way radio/cell phone and other communication devices; proficient with computers (including, but not limited to MS office, Excel); ability to work harmoniously with public.

Considerable knowledge of modern office practices and procedures, strong arithmetic and bookkeeping techniques; knowledge of the operation of standard office machines; knowledge of business English; considerable skill at typing; ability to communicate both orally and written; ability to perform administrative procedures; ability to learn operations of the assigned office; ability to plan and devise office procedures; ability to establish and maintain effective working relationships with co-workers, customers and the public. Must be honest, tactful and have a neat appearance. Must be proficient using a computer and applying all current software applications.

EXPERIENCE AND TRAINING: Graduation from high school with a business course background and three (3) years of progressively responsible administrative office and bookkeeping work, or any equivalent combination of education and experience. Dispatch experience a plus.

These duties are typical of this job description and intended only to describe the various types of work that may be performed, the level of technical complexity of the assignments(s), and are not intended to be an all-inclusive list of duties. The omission of a specific duty statement does not exclude it from the position if the work is consistent with the concept of the job description, or is similarly or closely related to another duty statement to address business needs and changing business practices.

Adopted: Pending

**TOWN OF ENFIELD
JOB DESCRIPTION
SOCIAL SERVICES DEPARTMENT**

TRANSPORTATION DISPATCHER - DAY

GENERAL STATEMENT OF DUTIES: Highly responsible dispatch work involving a variety of operational and administrative tasks related to the day-to-day running of the Transportation Division in the Social Services Department. Serves as point of contact for drivers and clients or vendors, coordinating to balance customer needs with drivers' and public health and safety.

SUPERVISION RECEIVED: Works under the general supervision of the Transportation Division Head.

SUPERVISION EXERCISED: Shift supervision of Division Drivers.

ESSENTIAL JOB FUNCTIONS:

Answer Dial-a-Ride/Fixed Bus (Magic Carpet) telephone and direct callers, take messages or answer procedural questions based on knowledge of rules and regulations pertaining to departmental activities and bus route schedules. Schedule vehicles and drivers for daily appointments, special events, ADA. Respond to citizen and rider complaints. Review driver logs to check for errors or violations, and monitor drivers' hours. Process forms and documents within generally established procedures.

Regular and punctual attendance. Good communication skills.

OTHER JOB FUNCTIONS: May do some driving for Dial-a-Ride and/or Fixed Bus Route; perform related work as required.

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

While performing the duties of this job, the employee may occasionally be required to stoop, reach with hands and arms, stand, walk, use hands to finger, handle, feel to operate objects, tools or controls; talk and hear. Hand-eye coordination is necessary to operate computers, various pieces of office equipment and busses. Employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by this job include close vision and ability to adjust focus.

Hand eye coordination necessary to operate computer and various other office equipment. While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to finger, grasp, handle or feel objects, tools or controls and reach with hands and arms.

WORK ENVIRONMENT: The work characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderately quiet. The employee occasionally operates a motor vehicle and is exposed to driving in various climates and

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JOB DESCRIPTION
SOCIAL SERVICES DEPARTMENT**

conditions and is exposed to certain particles and fumes.

Must be able to concentrate on detail with constant interruption, attend to task for 45-60 minutes at a time, remember multiple assignments given over long periods of time and understand the theories behind several related concepts. May be exposed to dust, fluctuation in inside temperatures and electro-magnetic radiation as in a computer screen. The noise level in the work environment is usually quiet.

MINIMUM QUALIFICATIONS:

KNOWLEDGE, SKILL AND ABILITY:

Knowledge of Town streets and local facilities or ability to learn same quickly; ability to perform clerical tasks; ability to use two-way radio/cell phone and other communication devices; proficient with computers (including, but not limited to MS office, Excel); ability to work harmoniously with public.

Considerable knowledge of modern office practices and procedures, strong arithmetic and bookkeeping techniques; knowledge of the operation of standard office machines; knowledge of business English; considerable skill at typing; ability to communicate both orally and written; ability to perform administrative procedures; ability to learn operations of the assigned office; ability to plan and devise office procedures; ability to establish and maintain effective working relationships with co-workers, customers and the public. Must be honest, tactful and have a neat appearance. Must be proficient using a computer and applying all current software applications.

EXPERIENCE AND TRAINING: Graduation from high school and two (2) years' experience performing the essential functions of this position.

These duties are typical of this job description and intended only to describe the various types of work that may be performed, the level of technical complexity of the assignments(s), and are not intended to be an all-inclusive list of duties. The omission of a specific duty statement does not exclude it from the position if the work is consistent with the concept of the job description, or is similarly or closely related to another duty statement to address business needs and changing business practices.

Adopted: Pending



TOWN OF ENFIELD

September 20, 2021
Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Resolution to opt out of the provision of Public Act (PA) No.21-29 regarding Accessory Dwelling Units (ADU's) per Section 6 (f)

Highlights:

- PA No.21-29 requires municipalities to allow accessory dwelling units on any established single family parcel with only a zoning permit.
- The PA allows an opt out provision by requiring the PZC to hold a public hearing with a 2/3 vote to opt out, followed by a public hearing by the Town Council with the same 2/3 vote in favor of opting out by January 1, 2023.
- The PZC held a special meeting on August 5, 2021 and voted unanimously in favor of opting out. Some reasons stated included concerns of overtaxing the local infrastructure, increased impervious coverage, public safety, depreciation of home values, enforcement of local codes and that the proposal is not in harmony with the POCD.

Budget Impact:

There is no budget impact.

Recommendation:

The Director of Development Services and Planning and Zoning commission recommends that the Town Council adopt the attached Resolution.

Respectfully Submitted,

Laurie Whitten
Director of Development Services

Attachments:

1. Resolution

ENFIELD TOWN COUNCIL

RESOLUTION NO. _____

**Resolution to Opt Out of the Provision of Public Act No. 21-29 Regarding
Accessory Dwelling Units (ADU) per Section 6(f)**

WHEREAS, the Planning and Zoning Commission (PZC) has recommended that the Town opt out of Public Act No. 21-29 Accessory Dwelling Units (ADU) provisions; and

WHEREAS, in order to opt out of the ADU provisions, the Town Council must hold a public hearing subsequent to the PZC public hearing and gain a two-thirds vote in favor of opting out; and

WHEREAS, the Town Council held a public hearing on September 20, 2021; and

WHEREAS, there are legitimate concerns with the proposed ADU regulations.

NOW THEREFORE BE IT RESOLVED, that the Town Council vote to opt out of Public Act No. 21-29 Section 6(f) for the ADU provisions.



TOWN OF ENFIELD

September 9, 2021

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Resolution Referring to the Planning and Zoning Commission Proposed Conveyance of Town-Owned Land Located at 110 High Street

Subject: Resolution Setting a Public Hearing Proposed Conveyance of Town-Owned Land

Subject: Resolution Authorizing the Town Manager to sign a real estate purchase contract on behalf of the Town of Enfield for the sale of 110 High Street.

Councilors:

Highlights:

- 110 High Street is currently being used by Social Services until they move to Alcorn in this fall.
- This property was put on the market by Century 21 AllPoints Realty on behalf of the Town.
- The purchase will assist in the expansion of a local childcare business and increase revenues for the Town.

Budget Impact:

There is no budget impact.

Recommendation:

That the Town Council adopt the attached Resolutions.

Respectfully Submitted,

Nelson Tereso
Deputy Director of Economic & Community Development

Attachments:

1. Resolutions (3)

ENFIELD TOWN COUNCIL

RESOLUTION NO. _____

**Resolution Referring the Proposed Conveyance
of Land to the Planning and Zoning Commission**

WHEREAS, the Town of Enfield owns the property located at 110 High Street; and

WHEREAS, the Town is currently marketing and will sell this property with the services provided by the Town's vendor for real estate agency services; and

WHEREAS, the Council must refer this proposed conveyance 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 conveyance of 110 High Street is referred to the Planning and Zoning Commission in conformance with the requirements of Connecticut General Statute §8-24.

Prepared by: Nelson Tereso, Deputy Director Economic & Community Development
Date Prepared: September 9, 2021

ENFIELD TOWN COUNCIL

RESOLUTION NO. _____

Resolution Setting a Public Hearing for the Conveyance of Land

WHEREAS, the Town of Enfield owns the property located at 110 High Street; and

WHEREAS, the Council has referred this matter to the Planning and Zoning Commission (Commission) for a report in conformance with the requirements of Connecticut General Statute §8-24; and

WHEREAS, the Commission will make a recommendation pursuant to the above-referenced statute at its September 23, 2021 meeting; and

WHEREAS, under certain conditions Connecticut General Statute §7-163e requires the legislative body of a municipality to conduct a public hearing prior to the sale, lease or transfer of real property owned by the municipality.

NOW THEREFORE BE IT RESOLVED, that the Enfield Town Council does hereby schedule a public hearing regarding the conveyance of 110 High Street to be held on October 4, 2021 to begin at 6:45 PM in the Council Chambers of the Enfield Town Hall which is located at 820 Enfield Street, Enfield, Connecticut in order to receive public comment.

Prepared by: Nelson Tereso, Deputy Director Economic & Community Development
Date Prepared: September 9, 2021

ENFIELD TOWN COUNCIL

RESOLUTION NO. _____

**Resolution Authorizing the Town Manager to Sign a Real Estate
Purchase Contract on Behalf of the Town of Enfield
for the Sale of 110 High Street**

WHEREAS, the Town of Enfield owns the property known as 110 High Street; and

WHEREAS, pursuant to Connecticut General Statute §8-24, the Town Council has referred this proposed conveyance to the Planning and Zoning Commission for a report in conformance with the requirements of Connecticut General Statute §8-24., at its September 23, 2021 meeting; and

WHEREAS, pursuant to Connecticut General Statute §7-163e, the Town Council will hold a public hearing on October 4, 2021 regarding the proposed sale of the property; and

WHEREAS, the Town listed the property for sale; and

NOW THEREFORE BE IT RESOLVED, that Christopher W. Bromson, Town Manager, or his designee, is authorized to sign the Real Estate Purchase Contract, on behalf of the Town of Enfield, for the sale of 110 High Street to WHAMAT, LLC.

BE IT FURTHER RESOLVED, that Christopher W. Bromson, Town Manager, or his designee, is authorized to sign all documents, including the deed, on behalf of the Town of Enfield, pertaining to the sale of the property to WHAMAT, LLC, subject to review and approval by the Town Attorney.

Date Prepared: September 9, 2021

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



TOWN OF ENFIELD

September 7, 2021

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Resolution Referring to the Planning and Zoning Commission Proposed Conveyance of Town-Owned Land Located at 52 Prospect Street

Subject: Resolution Setting a Public Hearing Proposed Conveyance of Town-Owned Land

Councilors:

Highlights:

- 52 Prospect Street is currently being used by Building & Grounds until they move to Jablonski Facility and Enfield Annex.
- This property was put on the market by Century 21 AllPoints Realty on behalf of the Town.
- The purchase will enable the redevelopment of this site and increase revenues for the Town.

Budget Impact:

There is no budget impact.

Recommendation:

That the Town Council adopt the attached Resolutions.

Respectfully Submitted,

Nelson Tereso
Deputy Director of Economic & Community Development

Attachments:

1. Resolutions (2)

ENFIELD TOWN COUNCIL

RESOLUTION NO. _____

**Resolution Referring the Proposed Conveyance
of Land to the Planning and Zoning Commission**

WHEREAS, the Town of Enfield owns the property located at 52 Prospect Street; and

WHEREAS, the Town intends to market and sell this property with the services provided by the Town's vendor for real estate agency services; and

WHEREAS, the Council must refer this proposed conveyance 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 conveyance of 52 Prospect Street is referred to the Planning and Zoning Commission in conformance with the requirements of Connecticut General Statute §8-24.

Prepared by: Nelson Tereso, Deputy Director Economic & Community Development
Date Prepared: September 7, 2021

ENFIELD TOWN COUNCIL

RESOLUTION NO. _____

Resolution Setting a Public Hearing for the Conveyance of Land

WHEREAS, the Town of Enfield owns the property located at 52 Prospect Street; and

WHEREAS, the Council has referred this matter to the Planning and Zoning Commission (Commission) for a report in conformance with the requirements of Connecticut General Statute §8-24; and

WHEREAS, the Commission will make a recommendation pursuant to the above-referenced statute at its September 23, 2021 meeting; and

WHEREAS, under certain conditions Connecticut General Statute §7-163e requires the legislative body of a municipality to conduct a public hearing prior to the sale, lease or transfer of real property owned by the municipality.

NOW THEREFORE BE IT RESOLVED, that the Enfield Town Council does hereby schedule a public hearing regarding the conveyance of 52 Prospect Street to be held on October 4, 2021 to begin at 6:50 PM in the Council Chambers of the Enfield Town Hall which is located at 820 Enfield Street, Enfield, Connecticut in order to receive public comment.

Prepared by: Nelson Tereso, Deputy Director Economic & Community Development
Date Prepared: September 7, 2021