



AGENDA
ENFIELD TOWN COUNCIL
REGULAR MEETING
August 8, 2022
7:00 PM – Council Chambers
<https://youtu.be/MbEpHLDs4XY>

1. **PRAYER – Cindy Mangini**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **FIRE EVACUATION ANNOUNCEMENT**
5. **MINUTES OF PRECEDING MEETINGS**
 - Regular Meeting – July 5, 2022
 - Special Meeting – July 5, 2022
 - Special Meeting – July 20, 2022
6. **SPECIAL GUESTS – None**
7. **PUBLIC COMMUNICATIONS AND PETITIONS**
8. **COUNCILOR COMMUNICATIONS AND PETITIONS**
9. **TOWN MANAGER REPORT AND COMMUNICATIONS**
10. **REPORT OF SPECIAL COMMITTEES OF THE COUNCIL**
 - Report from Public Safety Sub-Committee
11. **UNFINISHED BUSINESS- None**
12. **NEW BUSINESS**
 - A. **Consent Agenda –**
 1. **Discussion/Resolution:** Resolution authorizing the transfer of ESSER II funds awarded from the State Department of Education to the Family Resource Center: \$25,000.
 - B. **Appointment(s)–Town Council Appointed.**
 1. **Ethics Commission** - The Term of Office of Jennifer Bakowski (D) Expired 10/31/2021. Replacement of Shari Riddick (U) Would be Until 10/31/2023.

2. **Hazardville Water Company Advisory Council Enfield Representative** -The Term of Office of Scott Kaupin (R) Expired 01/01/2018. Replacement Will Be Steven Lemoine (R) Until 01/01/2024.
3. **Inland Wetlands and Watercourses Agency** - A Vacancy Exists Due to the Resignation of Carrie-Anne Howe (D). Replacement Will Be Philip Kober (R) Until 06/30/2023.

C. Appointment(s) – Town Manager Appointed/Council Approved. None

D. Appointment(s) - P & Z Commission Appointed- Council Approved. None

E. Discussion/Resolution: Resolution to Approve a Three-Year Collective Bargaining Agreement with AFSCME, Local #1029 (Public Works Union).

F. Discussion/Resolution: Resolution to set a Public Hearing on Proposed Voting District Changes and set it down for Public Hearing 8/29/2022.

G. Discussion/Resolution: Resolution Accepting a Land Donation to be used for Parking at Hazardville Institute, following the positive 8-24 approval from Planning and Zoning Commission.

H. Discussion/Resolution: Resolution to Approve the Engagement Letter for the Retention of Pullman & Comley to Handle the Tax Sales.

I. Discussion/Resolution: Resolution to Authorize the Town to Enter into an Agreement with AEV for Refurbishment of 2 Ambulances.

J. Discussion/Resolution: Resolution to set a Public Hearing to discuss a Public Safety Referendum to construct a Public Safety Complex.

K. Discussion/Resolution: Resolution to Accept the Proposed Amendments to the Enfield Town Code Chapter 22, Article II, Enfield Culture and Arts Commission Ordinance.

L. Discussion/Resolution: Resolution to amend the “Engineering Tech II WPC” job description.

12. ANY OTHER BUSINESS PROPER TO COME BEFORE SAID MEETING.

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

14. COUNCILOR COMMUNICATIONS.

15. ADJOURNMENT.

*****CONSIDERED FOR REAPPOINTMENT**

**ENFIELD TOWN COUNCIL
MINUTES OF A REGULAR MEETING
TUESDAY, JULY 5, 2022**

A Regular Meeting of the Enfield Town Council was called to order by Mayor Cressotti on Tuesday, July 5, 2022. The meeting was called to order at 7:03pm.

PRAYER- The prayer was given by Councilor Ludwick.

PLEDGE OF ALLEGIANCE- The Pledge of Allegiance was recited.

ROLL-CALL- Present were Councilors Cekala, Cressotti, Despard, Finger, Hopkins, Ludwick, Mangini, Pyznar, Santanella and Unghire. Also present were Town Manager, Ellen Zoppo-Sassu; Assistant Town Manager, Steven Bielenda; Town Attorney, James Tallberg; Director of Finance, John Wilcox; and Town Clerk, Sheila Bailey

FIRE EVACUATION ANNOUNCEMENT- Mayor Cressotti made the fire evacuation announcement.

MINUTES OF PRECEDING MEETINGS

MOTION #6299 by Councilor Mangini, seconded by Councilor Cekala to accept the minutes of the June 20, 2022, Regular Meeting.

Upon a **SHOW-OF-HANDS** vote being taken, the chair declared **MOTION #6299** adopted 9-0-1 with Councilor Despard abstaining.

SPECIAL GUESTS – None.

PUBLIC COMMUNICATIONS

Jessica Soule, 10 Brook Road

Ms. Soule is a 4th grade teacher at Prudence Crandall, and she is working there as a summer schoolteacher too thanks to the AC units. Summer lunch bunch provides free breakfasts and lunches to children in the district. ERFC hosts summer camps too. All these programs are at Prudence Crandall. There are about 100 students age kindergarten through 6th grade in the building from 7:00am to 6:00pm, which includes the before and after school programs. 11 hours is a long time to be in a building that is not as safe as it should be. She has seen multiple articles in the JI and emails from the superintendent and statements made to her here, in public, in emails and from the council that quote, “everything is being done that can be done to ensure safety and security of the students and staff”. She repeats, it is not enough. She asked for five actions to take place. She asked for classroom doors that lock from the inside, mirrored one-way films on the windows and doors, classroom evacuation windows that open far enough to safely get students out, two-door entry systems, and concrete blockades at the front entrance of the building. She did not expect miracles to happen after she came to the June 20th Council meeting. She did expect to hear something at the June 30th Joint Facilities Meeting. She said in the last 90 seconds of the meeting Councilor Pyznar asked

if her email had been received with a list of concerns. The reply was we are working on it, it is progress. It was also said David will be finished soon, there is a lot more to it. It is a lot of doors. Ms. Soule said yes, it is a lot of doors with a lot of children behind them. Those doors being locked quickly may be the only way to save their lives in the event of a shooting. She stated that Prudence Crandall is not a safe school. It is not as safe as it is being promised in the news articles. She said she does not sleep well knowing that she can't keep her students safe. She came again to the Council meeting to ask that the five steps be taken this summer.

George Hendrickson, 26 Roy Street

Mr. Hendrickson stated that he is a veteran who spent 29 years, 6 months and 11 days serving in the army. He paid his car taxes July 1, received the bill June 30th and late effective August 1st. He thought that when he purchased the vehicle that he applied the tax exemption to his vehicle because he is a 100% disabled veteran. When he got down to the tax assessor's office, he found he did not get the tax break and the assessor thought it would be better if he applied it to his house. He has been part of Enfield since 2004 and has always been able to apply the break to his car, not his house. He asked who the assessor was to make that decision for him, and he got the answer that he was the assessor and authorized to make that decision. When he turned in his appeal, he had the pleasure of meeting the town manager and he said it was a pleasant experience. The tax assessor told him he needs to save more money going forward. Ms. Zoppo-Sassu said the BAA is silent on the issue. A veteran should be able to apply it where he or she would like. The tax assessor's decision did not benefit him.

Ms. Zoppo-Sassu wanted to clarify that when Mr. Hendrickson said the BAA is silent that it is actually that state statute is silent on the application of a veteran's exemption. In the handbook it says it is customary for assessors to reduce a veteran's real property assessment by the amount of his exemption when legally permissible. Real property assessments are generally higher than those for motor vehicles. The attorney general opinion states that in the statutes providing exemptions to specified veteran's or qualified relatives, there is no distinction made between real or personal property and no right by election of a taxpayer to have exemptions applied to a particular type of property is provided. Thus, it is the assessor who chooses the property on which a veteran's exemption is applied. In discussion with the assessor's office this afternoon moving forward, they are going to honor the request from Mr. Hendrickson that for both vehicles that he has specified, his veteran's exemption is going to be applied. It is the taxpayer that needs to make sure the assessment is applied appropriately and come in and make sure their file is kept up.

Wendy Veilleux, 23 Glen Oak Drive

Ms. Veilleux stated that she agrees with Ms. Soule and that she truly does worry about the safety of her students. She said as a mom she dreads the call that the school that it is in a real lock down which happened to her once when she had two kids at EHS. She said the teachers, staff, and administration did a great job keeping the kids safe. She said that teachers 20 years ago probably never expected to have to keep their kids safe like they have to do today. She asked why the town is not doing their part to make the schools safe. School safety should be a priority now to prevent a tragedy later.

Ms. Veilleux stated that she had a child graduate from EHS on June 22. The rain stopped and it was a great night. The speeches by the class president, salutatorian, and valedictorian were amazing. The speeches by the adults were brief and much appreciated by the parents because there is only a short time with the kids after graduation for pictures. She was very disappointed that a member of the

council was upset about how graduation was handled. Graduation should be about the kids earning their first diploma, and maybe their only diploma. They should be the center of attention, not other adults who have had their chance on that stage. These kids have had two very hard years of high school. They have earned this. To imply that these young adults are not capable of making the decisions about the graduation ceremony is insulting to them and their parents. These young men and women are smart, compassionate, they volunteer, they have high GPA's, they study, they babysit, they work, and have activities. They are bright people who are our future. She sent her concerns to every council member, and she only received three replies. She thanked those three for replying. She also mentioned that the Safe-Grad Committee put on a free, fantastic, fun-filled night for the graduates. They spent over a year fundraising and sacrificed their own sleep that night to chaperone.

Karen LaPlante, 166 North Maple Street

Ms. LaPlante stated that with the WPCA there are three billing options. The first option is a water meter-based billing cycle, sewer use charges shall be computed and billings distributed on a quarterly basis based on water use. The second option is a sewer meter-based billing cycle, sewer use charges shall be computed by multiplying the quarterly volume of sewage from the user with the established sewer rate. The third option is non-meter-based billing cycle, sewer use charges shall be computed by multiplying quarterly average residential or commercial use by the established rate. The rate for water consumption of under 20,000 gallons is \$3.60 per 1,000 gallons and anything over 20,000 gallons is billed at \$5.39 per 1,000 gallons. This is the rate for all water meter-based billings. What if you hit exactly 20,000 gallons, what is the rate?

Ms. LaPlante discussed a new customer setting up meters, etc. She said if that customer was going to get a credit, she wanted to remind the WPCA of all the Hazardville Water customers that came forward because of their 1-inch meter policy when it used to be a 5/8 meter was adequate. The sewer rate for a 5/8 meter is \$39.00 and the rate for a 1 inch meter is \$97.50. Sewer rates are based on meter size.

Donna Corbin Sobinski, Inland Wetland Chair

Ms. Corbin Sobinski stated that Inland Wetlands is involved in a couple lawsuits. She stated that they keep asking to speak with the attorney representing them and they keep getting told no. She believes that this is a violation of their rights. They want to see the attorney.

Liz Davis, 201 North Maple Street

Ms. Davis thanked the town manager in helping a veteran so quickly with his taxes.

Ms. Davis said that the thing that got her involved in politics in town eight years ago was making sure our schools were secure for the children, staff, and teachers. As a prior town councilor, she was told that the schools were all safe. She was told all the hardening was done everywhere. She let the teacher know that she has talked to some of the council members and was given a word of honor that these things would be addressed. If we had a town councilor spending less time on worrying about what we should do at graduation and taking the rights from the children and how they want their graduation and taking the time and energy to make sure the schools were all hardened, that would be more their job.

Ms. Davis also stated that she hopes that when it comes to Inlands Wetlands, she hopes the right thing is done. By Town Charter the attorney is supposed to be there for residents too.

Ray Peabody, 370 Washington Road

Mr. Peabody thanked Councilor Pyznar for her bringing up the issues related to school safety. As a BOE member, just before he left there was a plan to harden our schools. There were costs involved and he got into a heated debate with the former town manager about breaking up the costs of hardening each school so we would have a single contract and expedite the hardening. It did not happen.

Mr. Peabody mentioned that there was a state grant to harden our schools. He thought it was about \$300,000. He would like to know where that money went.

Mr. Peabody said he was very disappointed that a plan by the safety committee did not get executed. A second plan by Joint Facilities to the Town Council did not get executed. We need to get this done.

Rachel Baird, Attorney for the BAA

Ms. Baird stated she was retained by the BAA to answer questions about this independent review. Her office is in Rocky Hill, CT. She stated that she is familiar with both Attorney Tallberg and Ellen Zoppo-Sassu. Ms. Baird brought a federal lawsuit on behalf of a Bristol resident regarding an easement issue. Eventually the firm of Berchem and Moses was hired to defend the city in that lawsuit, which is still ongoing. Regarding the BAA, she has rendered an opinion to them about the retention of an attorney in the independent review. One reason that a municipality chooses an attorney to perform an independent review/investigation is to provide a municipality the option of asserting attorney-client privilege when the public requests information related to the review. She said she heard Attorney Tallberg say that hopefully the report would be made available. She is not sure why the word “hopefully” would be used. The attorney-client privilege gives the town the opportunity to limit what is disclosed to the public through the FOI Act. Enfield’s residents should be aware that retention of an attorney to conduct an independent review may result in a lack of transparency process, findings, and conclusion of the review. If an attorney is retained, the town should waive any attorney/client privilege regarding all aspects of the attorney’s independent review. The town should find in advance of the review that the public interest in disclosing preliminary drafts or notes related to the review whether conducted by an attorney or not outweighs the public interest in withholding the drafts or notes. With these assurances the town residents will have less reason to question or doubt the fairness, accuracy, findings, and conclusions of the independent review. She said her opinion arises from direct experience dealing with towns who have retained attorneys to do independent reviews.

Robert Nelson, 24 South Maple Street

Mr. Nelson stated that his goal is to have the town work with DEEP to enforce the rules that are in place but are not being followed down at the Scantic River, by the Powder Hollow entrance. At the Scantic River on the weekends there is a large number of visitors mostly from Western MA. They come and party at the river. He has concerns for the local citizens, local police, the visitors themselves and the effects of the environment. The park has seven parking spots. There are parking signs placed around the neighborhood, but people find ways around it. He said yesterday at the baseball field at the end of Dust House Rd. there were 35 to 40 cars parked where there are signs that say parking is for baseball events and all others will be towed. There was not one person playing in

the field. The cars are filled with their days' worth of food and drink, cooking supplies, and giant speakers which are paraded down the road. At other parks where water is involved, parks are closed when they reach capacity. Not one person has been turned away. He counted over 125 at the site yesterday which is a common occurrence. There are signs that clearly say no swimming, no alcohol, no fires; none of these are being followed. There is no lifeguard on duty. Alcohol is being consumed and he constantly finds glass bottles everywhere. He went to the river today and found seven areas where ground fires with coals had been put out. He is concerned for the local businesses and neighbors who are nearby. There is constant traffic on the weekends. He is concerned because there is only one police officer in charge of monitoring and managing the large group. The litter and debris are damaging the beautiful Scantic River. He has two requests, turn people away when park is at capacity and have a gate to the baseball field that can be shut when no events are going on. He would also like to see the rules enforced of no swimming, alcohol, and fires. It is not an amusement park.

Ellen Martin, 6 Patricia Circle

Ms. Martin stated that she was not paying attention when her house revaluation came in because the mill rate was not established at the time, so she could not tell how the increase in value was going to affect the bill. She said when the tax bills for her motor vehicles arrived, she was shocked. She had no notification of the assessment change, whereas with the house at least she was notified. She has a 1982 registered homemade trailer that she uses a few times a year. Since 2011 the trailer has been assessed at \$100. She has done nothing to the trailer to increase its value and it is now assessed at \$350. She has a 1998 Beetle with 195,000 miles on it, that went from \$890 to \$1450. It bothered her that this was done without notification. This is not the way government should treat its residents. Make things more transparent, not on a bill to show increase.

Dave Turner, 60 Post Office Road

Mr. Turner received his motor vehicle taxes. He has a 1948 farm truck assessed at \$1800. The new assessment is \$17,800. Another vehicle he has, a 1997 Dodge pickup, two years ago was valued at \$3500, last year valued at \$5600 but he did not say anything. This year valued at \$5400 when the book value is \$3500. He also has two old trailers that used to be valued at \$100. Now, one is valued at \$810 and the other \$350.

Mr. Turner stated that back in the winter he was also taxed on a neighbor's barn. He called the assessor's office and the assessor laughed at him and told him to prove that it is not on his property.

Francis Berry, 50 Long Hollow Road

Ms. Berry received her motor vehicle tax bill, property tax bill, and a third tax bill that she has no idea what it is for. She called the clerk who put her through to the tax people, but no one answered. Today she paid all her taxes that were due July 1st.

George Hendrickson, 26 Roy Street

Mr. Hendrickson stated that his issue is not paying taxes. His problem was the customer service he received from the assessor while he was paying his taxes.

Ray Peabody, 370 Washington Road

Mr. Peabody thanked Ms. Soule for coming up and sharing her concerns. He said it is very difficult for teachers to come forward and speak in front of the BOE or Town Council. There are armed police

in the school now, and armed guards before. An armed guard does not necessarily stop an active shooter. In Columbine, the first casualty was the armed guard.

Karen LaPlante, 166 North Maple Street

Ms. LaPlante stated that she too is concerned about Scantic River Park. She said there are 3 signs that can be flipped to park closed. She asked whose job it is to put that sign down when the park reaches capacity. She has talked with police, DEEP, and state reps trying to come up with a plan. She thought there was a plan, but it does not seem as if it is being followed. Enfield taxpayers are paying for the officer posted there. If they are not there to enforce the rules, why are they there? One officer for many people. Are the signs in Spanish also? Do the park goers understand? Why are cars not being towed that are at the ballfield. On Monday there were 46 cars at the field, 8 CT plates, 32 MA plates, and 6 other states. The park is for fishing and hiking, it is not a Rocky Neck or Hammonasset Beach. On Monday, the park had 7 cars which is capacity, at 7:00am.

Chairman Cressotti declared Public Communications closed.

COUNCILOR COMMUNICATIONS

Councilor Mangini thanked Master Sergeant George Hendrickson for his service to our country. She apologized to him for not being treated with respect. She thanked all the other veteran's present for their service as well.

Councilor Mangini had the honor of attending the Vietnam Veteran's Awards presented by the Lieutenant Governor. She was there with the mayor and a couple other council members. It was a 2-day event, and it was done professionally and beautifully.

Councilor Mangini said she also had the honor of attending the American Legion 76th Anniversary banquet. She was honored that they invited council liaisons to attend.

Councilor Mangini thanked our teachers and the tremendous job they have caring for our children. With regards to school safety, she asked through the mayor to the town manager if there could be an update as to when the next public safety meeting would be. She thanked Ms. Soule and all the other teachers for dedicating themselves to our children.

Councilor Pyznar mentioned that George is her neighbor, and she is glad he came down and they are making it right for him.

Councilor Pyznar thanked Ms. Soule and promised to keep her posted. She too thinks the schools need to be safe.

Councilor Pyznar mentioned that she too attended the Vietnam Veteran's event, and it was wonderful.

Councilor Pyznar stated that she had the pleasure in taking part in the Allied Resources Family Day and she finished a 5K. She strongly urged people to support Allied's store near DMV. It has the best bargains.

Councilor Pyznar mentioned she had the pleasure of sitting down with the new director of ERFC, the before and after school program. She said it is not too early to start thinking about this for the fall as space is already filling up.

Councilor Pyznar thanked Karen for coming up for the WPCA about the pipe.

Councilor Pyznar thanked everyone who came out to speak at the meeting.

Councilor Ludwick was under the impression that there was a commander for the Scantic River who is responsible. We should have all this in writing as to how all this works. Maybe we could talk to that individual to answer some of the questions.

Councilor Ludwick wanted to know where the town was at regarding the discussion on speed bumps/traffic calming, especially in the area of Abbey Road.

Councilor Ludwick brought up Rails to Trails and asked where the application is and why it is getting held up. It has been a year since we voted on it so an update would be appreciated.

Councilor Ludwick also mentioned the human trafficking presentation and asked for an update on the very important matter.

Councilor Ludwick commented on Mr. Hendrickson and was glad someone stepped up to help him. He said yes, the tax burden is on him to say where he wants his tax benefit, but the fact that we are making the assumption upfront and putting him in that position should not be the case. He apologized for that happening and stated that this is not how we should be doing business with the taxpayers. This must be resolved.

Councilor Despard thanked Ms. Soule for continuing to push the issue. He said the town is very lucky to have teachers like her and her kids are lucky to have her. He thinks they need a briefing on the issue, and he believes there is a committee that is looking at the issues. He thinks she deserves a timeline. He understands that broadcasting things is a security issue, but he doesn't see why teachers should not be in the loop.

Councilor Finger agrees with Councilor Despard. He also stated that instead of putting money into a new splash pad, they should put the money into the school. Security is very serious today. It does not take much to put pillars in and change the door handles. He apologized for not responding to Ms. Soule, but he does agree that it needs to be done right away.

Councilor Finger stated regarding the Scantic River, he remembers it was supposed to be an unarmed DEEP officer there. They were supposed to also have somebody there to handle the traffic and the signs. It is a state park, and they are supposed to be picking up the trash and the town guys are still doing it.

Councilor Hopkins agreed with everyone and their concerns regarding school safety. Unfortunately, the country continues to suffer an epidemic of gun violence. He thanked Ms. Soule, Ms. Veilleux, and Mr. Peabody for coming out and speaking.

Councilor Hopkins asked the town attorney through the mayor if there was anything prepared about Ms. Corbin Sobinski's question.

Attorney Tallberg stated that he would like to know who the request was sent to, because it was not him. He prides himself in responding to all requests within 24 hours whether email or call. He does not wish for the public to think that the land use boards, or wetlands commission are without guidance. He is happy to go out in the hallway and provide any guidance needed.

Councilor Unghire thanked Ms. Soule and Ms. Veilleux for their comments regarding school safety. She supports all of this as her son is a teacher in Enfield Public Schools. Even if he wasn't, it is still an important issue to her. She spoke with a safety officer out of Windsor, and she read him the five suggestions and he thought they were great and wanted to add to the list, but she will not share that publicly.

Councilor Unghire stated that Ms. Davis and Ms. Veilleux brought up an issue about graduation. Two events that she loves every year are the high school graduation and the Adult Ed. Graduation. She hasn't missed one in 10 years. She said this one was great; the kids and speeches were wonderful. She said that before and after residents made comments to her. At graduation she noticed that three BOE members were excluded from the platform, one democrat and two republicans. She said she merely called the chairperson to ask why they were excluded. They put in hard work and countless hours, and this is the one time to just enjoy the faces of the kids and celebrate. She didn't really get an answer. She talked to the deputy superintendent, and he said it was a leadership decision. She said her husband is involved in leadership and he was not consulted on that decision. She did call the chairperson and she told her that it was Enfield High's decision. She said she was told to calm down, which is nonsense. She said that she was concerned that she was being misunderstood. Then all of a sudden there was a blow up on social media saying that she said graduation was terrible. She said she has the highest respect for the education, and she sat on the BOE once. She then went to the principal and was told by her that it was not her responsibility. She then went back to the superintendent, and she is still waiting for a call back. She just wanted to know why only three people were excluded and it has now morphed into this big thing. She just asked a question that was asked of her, and she did not have the answer.

Chairman Cressotti said that the two-day event honoring the Vietnam Veteran's at Enfield High honored over 150 veterans. He thanked all the veterans watching for their service and resilience. There were a lot of emails from veterans thanking us for the event. He thanked the councilors who attended as well. He thanked John Kissell, Carol Hall, and Tom Arnone for attending as well.

Chairman Cressotti mentioned the Allied Fundraiser and stated that the event will keep getting bigger and better. He mentioned that ERFC and the Network as sponsors and he thanked everyone that donated to the cause. He did mention that he and Councilor Pyznar sweat together on the 110-degree track and finished the 5K.

Chairman Cressotti attended a CRCOG meeting this week which dealt with waste management. Waste disposal is getting more expensive as time goes on. The Hartford plant is going to be closing. The seminar talked about ways of reducing solid waste disposal and improving recycling efforts. We

need to be transparent with the public to make sure we are improving our recycling efforts. We need to be proactive in our recycling.

Chairman Cressotti mentioned that on Monday, July 11, 2022 we are all invited to People Empowering People project and graduation ceremony at Higgins Park at 5:30pm. This group has donated quite a few dogwood trees that are out front by the walking path. He thanks Lorena Cisneros and her group and all their efforts.

TOWN MANAGER REPORT AND COMMUNICATIONS

Town Manager, Ellen Zoppo-Sassu mentioned that if you follow the social media page, there are some interior pictures of the Strand up. She said we are waiting until July 12th to get the bids back on the remediation work that needs to be done pre-demolition. We are currently working with Opera House Players and the Enfield Historical Society to salvage some of the pieces inside. There are concerns on how to do it safely, how do we extricate it, clean it, store it, and what kind of change order will be required for the project. It will be nice to carry on some history from that building into existing buildings.

Ms. Zoppo-Sassu sent an email earlier with a synopsis of where we stand with some of the ARPA funds and CIP projects as it relates to parking lots and school roofs. She said Councilor Pyznar asked for clarification on funding sources. In terms of parking lots, Lorena Cisneros just informed us of bond authorization grant that is available to alliance districts that we are going to apply for which is due by July 15th. This could bring additional reimbursements for the parking lots at Hazardville and Enfield Street Schools. If this grant happens, we will have to come back to council for additional transfers, but we would be returning ARPA money back to the pool. So, there is potentially ARPA money that could be reallocated.

Ms. Zoppo-Sassu mentioned that they are working with a couple departments to try to bolster and lay the groundwork for some of the town's marketing efforts. They are going to be looking for additional ideas in terms of newsletters and other digital promotions to get the word out about what Enfield has to offer.

Ms. Zoppo-Sassu mentioned that they are looking to schedule a leisure services subcommittee meeting that will entail disk golf at Higgins Park, a grant opportunity identified through the recreation division, and updates regarding pickleball that need council attention.

Ms. Zoppo-Sassu asked for a public safety meeting. She said the public safety joint committee had an executive session a couple weeks ago but there is also a subgroup of this town council. She just needs to know which group the safety issues should be pointed to.

Ms. Zoppo-Sassu also mentioned having another public works committee meeting that will start dealing with the water pollution control authority issue.

Ms. Zoppo-Sassu stated that she would like to talk further with Mr. Nelson and other neighbors of the Scantic River area. She would like to schedule something and have DEEP involved.

Ms. Zoppo-Sassu mentioned that the human trafficking presentation was scheduled for June 20, 2022 but the parameters developed for the program were over an hour. She was asked to tailor the presentation into a timeframe the council could accommodate.

Ms. Zoppo-Sassu stated that traffic calming would go to public safety.

Ms. Zoppo-Sassu stated that regarding the independent review, there have been many public concerns and affected parties. She thinks it is time to move on this and there should be transparency. There are a lot of layers, and we need to move forward with this before September hearings.

Councilor Finger asked if the ARPA funds that we may end up getting back can be used for school safety.

Ms. Zoppo-Sassu replied, yes it would be an eligible expense. Other ARPA-funded projects are being monitored because some of the bids may have come in lower than expected. As of right now there is \$519,000 that still needs to be allocated. The Economic Development Committee is having meetings to create parameters for the small business assistance program.

Councilor Ludwick mentioned making sure barriers are set up at Enfield Street School if the parking lot is not accessible because that is the area where the parade starts.

Councilor Ludwick shared a pamphlet he received in his tax bill. He asked when funding was approved for it and for future, he would like to see specs.

Councilor Ludwick mentioned Mr. Riley and the Strand, and he hopes we work with him. The demolition is taxpayer money, and we are right on his property line.

Ms. Zoppo-Sassu stated that the brochure to the taxpayers was funded by marketing community promotions line within the town manager's office.

Mr. Tallberg stated that Mr. Riley did retain legal counsel, he did speak with him, and it was very productive. The ball is in his court, and he is going to present a written proposal that will be brought back.

Councilor Ludwick brought up that there is a lot of risk for the Town of Enfield.

Mr. Tallberg stated that there is dialogue between counsel, and it is under control.

Councilor Mangini asked Ms. Zoppo-Sassu for clarification on what she was looking for when she asked councilors to send her their availability for upcoming committee meetings.

Ms. Zoppo-Sassu responded that it would be helpful to know the general availability of the council members. This is to try and avoid not having a quorum.

REPORT OF SPECIAL COMMITTEES

Councilor Mangini reported that the 4th of July Committee is wrapping up to have a dynamic celebration. We have not had the event for two years because of COVID so this year is going to outdo everything. She thanked the committee for their hard work.

Councilor Hopkins mentioned that he met with Councilor Finger and Councilor Ludwick for a DPW meeting on the 21st of last month. Some issues relating to the WPCA were discussed. Some issues were brought up regarding miscellaneous pipe issues. Hopefully, this committee will be created before the end of the summer. They will monitor the financial health of our water pollution control system.

UNFINISHED BUSINESS

MOTION #6300 by Councilor Cekala, seconded by Councilor Mangini to remove from the table Discussion/Resolution: Request for a Bid Waiver to Retain an Independent Review of Revaluation Issues Tabled on 6/20/22.

Upon a **SHOW-OF-HANDS** vote being taken, the chair declared **MOTION #6300** adopted 10-0-0.

RESOLUTION #6301 by Councilor Mangini, seconded by Councilor Cekala.

WHEREAS, the Town Council wishes to have an independent review conducted regarding various issues concerning the Town's recent revaluation process; and

WHEREAS, that the Town Council wants the review to commence without delay; and

WHEREAS, that the Town desires to retain the law firm of Berchem Moses PC to conduct this review.

NOW THEREFORE BE IT RESOLVED, in accordance with Chapter V, Section 8, Paragraph (d) of the Enfield Town Charter, the Enfield Town Council does hereby determine that it is not in the best interest of the Town to require competitive bidding and authorizes the Town Manager or her designee to sign a retainer agreement with Berchem Moses PC.

Councilor Despard reiterated that he thinks that if the resolution is approved, he still thinks it is important to have a written MOU defining the scope.

Councilor Hopkins stated that the majority of the council is looking for an independent investigation and moving forward today it will be a review not an investigation. That will result in the questions out there not being answered.

Councilor Ludwick stated that if we vote this down, we don't have a meeting until August. If we go to bid in August, we are into the next hearings in September and the next appeals process. Car taxes need to be paid upfront before you appeal. If everyone wants an RFP and MOU, he feels we can't just vote this down tonight. He thinks if we wait until August, we are doing the taxpayers a disservice. He feels we will have no credibility if we don't do something tonight.

Mr. Tallberg stated that with hiring a lawyer, the client defines the parameters. It would not technically be an MOU. That is a term you see in union issues. It would be part of the retention agreement. If the council votes to approve the bid waiver to authorize the retention of a lawyer, we would fold into the retention agreement the scope of the assignment. He sent everyone a scope of what he thought the appropriate scope was, but it had wiggle room to add other matters. He mentioned to Councilor Hopkins that he has not seen his memo and questions but stated that council is the client, and they get to decide.

Councilor Finger wanted to make sure the questions that the council has brought forward don't get lost.

Mr. Tallberg stated that the attorney wants to keep a client happy. The end goal will be a report published on the town website with the findings of fact and law. It should include recommendations on how to avoid this going forward and how to improve our processes.

Councilor Despard did agree that something needs to be done tonight and that is why there needed to be a special meeting last week. He stated 6 council members wanted a special meeting and they were denied. He is all for a special meeting for some coordination.

Mr. Tallberg stated that he can take whatever questions are available or it can be done through the liaisons or through each councilor as the client.

Councilor Hopkins stated that everyone needs to be comfortable that the questions will be answered. If it is a group effort and we only communicate through liaisons, he has concerns about that. He thinks that this stuff should all be in writing before moving forward so there is no confusion. He would like to see a special meeting set for next week. He feels that if this goes forward tonight that they are leaving a lot of things to chance.

Councilor Mangini said that with all due respect to her fellow council members, she will not be coming to a special meeting for the issue. She doesn't see any reason why language can't be put into the resolution stating that council members have the opportunity to question the attorney. She said we need to move forward now and feels as though it has been beat to death. She feels that we have a competent town attorney who has gone to great lengths to prepare and research this.

Councilor Finger stated for the record that he gave the Town Clerk the questions to be on file.

Councilor Pyznar stated that the thing that is not sitting well with her is the fact that they were left out of the loop other than being able to interview one attorney. It was never brought to leadership or her that attorneys were being vetted. She also remembers the attorney saying in the interview that it would be 30-60 days because he has a vacation and staff out as well. She feels unsettled doing a bid waiver for an attorney and she would like to go out for RFP and that the council be part of the process.

Councilor Santanella stated that everyone has forgotten the people who sent them here. He feels that there is ego driving this discussion. He said everyone knows everything they need to know right now. The vote is now. People need to stop thinking about someone not telling you something a month or week ago. People were adamant that this review be done so people went out and did their jobs and

are now being crucified for doing so. They are all there representing people who need them to make a decision.

Chairman Cressotti said that everyone has stated their opinion at this point and that they need to vote.

Councilor Unghire stated that she will stick to her original opinion that an RFP is needed and more than one attorney to pick from and she will agree to a special meeting.

Councilor Hopkins is boggled because the concerns were raised back in February, and they have yet to be briefed on it. The council's role in this is to investigate and provide oversight to departments with concerns that the public has. They are here for the people 100% and to vote this through tonight would be a disservice. He thinks there should have been a special meeting to discuss everything beforehand. To simply amend the resolution is a little ugly. To him, it sounds like there are six people who want an independent investigation done and real questions asked, not a superficial independent review. He requests that if this is voted down, there be a special meeting in the nearest possible time.

Councilor Ludwick stated that he is willing to compromise. The resolution can be amended to say the town desires to send out an RFP as soon as possible and set a special meeting for July. If this gets voted down, it stays until August. He respects Attorney Tallberg's recommendation. He said that they keep having the same conversations it looks like their stalling when they are not.

Councilor Santanella suggested saying, people who have questions to submit or input have to do so by a set date instead of having another meeting.

Mr. Tallberg stated that when a client hires a lawyer, there is not a need upon retention to have a very specific MOU. We have provided this lawyer with a substantial number of documents, 50 to 60 pages. Council input is welcomed. There is no need to amend the resolution or anything. Councilor questions can go right to the lawyer, they do not need to be filtered through Attorney Tallberg.

Chairman Cressotti stated that he thinks they should have the vote.

AMENDMENT #1 by Councilor Ludwick, seconded by Councilor Pyznar to amend the resolution to read, *"the town desires to go out to bid for legal services to conduct the review and set a special meeting on 7/11/22 at 6:00pm in council chambers"*.

Councilor Cekala thinks the amendments need to be separate, one for an RFP and one for the special meeting.

Councilor Ludwick rescinded his motion and Council Pyznar rescinded her second.

AMENDMENT #2 by Councilor Ludwick, seconded by Councilor Pyznar to amend the resolution to read, *"the town desires to go out to bid for legal services to conduct the review"*.

Councilor Mangini stated that she appreciated the effort of a friendly amendment, but she doesn't consider it friendly at all. She considers it a slap in the face to our town attorney, town staff, and

certain members of the council and she will vote against the amendment. She is there to serve the public and stated that what is going on right now is self-serving.

Councilor Cekala is not in favor of an RFP.

Chairman Cressotti is not in favor of an RFP and stated they should vote on the proposed amendment.

Upon a **SHOW-OF-HANDS** vote being taken, **AMENDMENT #2** passes 6-4-0 with Councilors Cekala, Cressotti, Mangini and Santanella voting against.

AMENDMENT #3 by Councilor Ludwick, seconded by Councilor Pyznar to set a special meeting on July 11, 2022 at 6:00pm in council chambers.

Councilor Cekala stated that she does not think they should be setting a date unless they know town staff is available. Also, if this is going out to RFP, there is no need for a special meeting because it is going to be another month before this is back. We can have the meeting at 5:30 or 6:00 before the next meeting.

Councilor Ludwick withdrew the second amendment. Councilor Pyznar withdrew her second.

Upon a **ROLL-CALL** vote being taken, the chair declared **RESOLUTION #6301** adopted as amended 6-4-0 with Councilors Cekala, Cressotti, Mangini and Santanella voting against.

NEW BUSINESS

CONSENT AGENDA

Councilor Santanella requested Item 1 be removed from the consent agenda. Item 1 has been removed from the Consent Agenda.

RESOLUTION #6302 by Councilor Cekala, seconded by Councilor Santanella.

AMENDMENT #1 by Councilor Santanella

There was a typo in the resolution. It says “*Be it resolved that the Council does hereby amend Town Code §86 204*” and he believes it should read, “*Sewer Use Adjustment Policy*”. This would be a friendly amendment. Seconded by Councilor Cekala.

Councilor Ludwick stated he is not against this but wanted to know why it is not under the WPCA. He stated that if you have to make an amendment, it should not be on consent agenda. It should be a discussion item where we can discuss what the amendment is going to do and have questions from councilors to understand the scope. He will abstain. He asked about item 2 as well as to what the scope of that is going to be. He will abstain for this as well.

Upon a **SHOW-OF HANDS** vote being taken, the chair declared the amendment passed 6-3-0 with Councilors Ludwick, Pyznar and Unghire voting against. Councilor Mangini had left the room.

Councilor Pyznar had questions on the WPCA. She said Karen clarified a lot of them. She thinks that this is going to open a Pandora's box of people asking for the same consideration. She loves the idea he is re-doing the firehouse and trying to renovate Thompsonville. She would like more clarification on it, is he living there, there are ways he can put in two meters. There might be other businesses that want the same consideration as well. She will abstain from the vote.

Councilor Hopkins stated that he thinks that the WPCA committee that is being formed is a great way to handle these things in the future. He does not like the little carve outs, but he is okay with this one as it reverts when it becomes a business again.

BE IT RESOLVED, that the Town of Enfield does hereby amend the Sewer Usage Adjustment Policy and add a new Section D. Change in use. If a property is converted from a non-residential use to a primarily single-family residential use, the base quarterly change may be adjusted to reflect the residential use.

Upon a **ROLL-CALL** vote being taken, the chair declared **MOTION #6302** adopted as amended 7-3-0 with Councilors Ludwick, Pyznar and Unghire voting against.

MOTION # 6303 by Councilor Cekala, seconded by Councilor Santanella to approve the Consent Agenda.

BE IT RESOLVED, that the Enfield Town Council hereby appoints Michael Arnone, Jr. (U), David Goyette (D), Marlene Hoginski (R), Kathleen Tallarita (D), and Robert W. Tkacz (R) as members of the Senior Tax Relief Committee for a 1-year term.

Councilor Pyznar asked if there would be a liaison for the Senior Tax Relief Committee.

Ms. Zoppo-Sassu responded that it is appropriate if someone is interested in doing that.

Chairman Cressotti stated that once the committee is formed it would be a great idea to have a liaison.

Upon a **SHOW-OF-HANDS** vote being taken, the chair declared **MOTION #6303** adopted 10-0-0.

Chairman Cressotti presented Mr. Tkacz with a certificate and pin from the Vietnam Veteran's Event.

APPOINTMENTS/TOWN COUNCIL APPOINTED – None.

APPOINTMENTS/TOWN MANAGER APPOINTED/COUNCIL APPROVED – None.

APPOINTMENTS/P&Z COMMISSION APPOINTED/COUNCIL APPROVED – None.

RESOLUTION #6304 by Councilor Mangini, seconded by Councilor Cekala.

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

FROM:

Municipal Facilities	Furniture and Fixtures	\$7,000
DPW Truck Wash	Construction Services	\$16,000

TO:

Tennis Courts	Construction Services	\$23,000
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CERTIFICATION: I hereby certify that the above-stated funds are available as of June 28, 2022.

/s/ John Wilcox, Director of Finance

Councilor Ludwick wanted to be clear on the process for this. He wanted to know what the project is, he assumed the school reconstruct and redo it. If the project is going to overlay, why another \$23,000.

Ms. Zoppo-Sassu stated that this is to maintain the charter. The \$600,00 that the school is doing is effective July 1, 2022. We are putting in the \$23,000 so it does not exceed the cap.

Upon a **ROLL-CALL** vote being taken, the chair declared **RESOLUTION #6304** adopted 10-0-0.

RESOLUTION #6305 by Councilor Mangini, seconded by Councilor Santanella.

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

FROM: Grant Funded Projects

Revenue	Miscellaneous Revenue	\$72,450
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TO: Grant Funded Projects

Eli Whitney Roof	Construction Services	\$72,450
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CERTIFICATION: I hereby certify that the above-stated funds are available as of June 28, 2022.

/s/ John Wilcox, Director of Finance

Councilor Mangini asked for clarification on this.

Ms. Zoppo-Sassu stated that the \$72,450 represents the BOE contribution toward the project. We received a state grant of \$134,550 and the original allocation was \$689,000.

Councilor Ludwick reminded folks that we apply for stated grants where the state will reimburse some of the money that flows back into that fund.

Upon a **ROLL-CALL** vote being taken, the chair declared **RESOLUTION #6305** adopted 10-0-0.

RESOLUTION #6306 by Councilor Mangini, seconded by Councilor Santanella.

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

FROM: Grant Funded Projects

Revenue	Miscellaneous Revenue	\$71,260
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TO: Grant Funded Projects

Hazardville Memorial Roof Construction Services	\$71,260
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CERTIFICATION: I hereby certify that the above stated funds are available as of June 28, 2022.

/s/ John Wilcox, Director of Finance

Upon a **ROLL-CALL** vote being taken, the chair declared **RESOLUTION #6306** adopted 10-0-0.

RESOLUTION #6307 by Councilor Mangini, seconded by Councilor Cekala.

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

FROM:

CIP Fund Revenue FY20-21	Miscellaneous Revenue	\$600,000
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TO:

School Paving	Construction Services	\$600,000
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CERTIFICATION: I hereby certify that the above-stated funds are available as of June 28, 2022.

/s/ John Wilcox, Director of Finance

Councilor Ludwick asked why it is coming from the CIP Fund instead of the Revenue Fund.

Ms. Zoppo-Sassu believes it is education related but Mr. Wilcox is not in today so she will find out.

Upon a **ROLL-CALL** vote being taken, the chair declared **RESOLUTION #6307** adopted 10-0-0.

RESOLUTION #6308 by Councilor Mangini, seconded by Councilor Santanella.

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

FROM: Non-Departmental Pension and Retirement Charges

Pension-Municipal Employee	\$160,000
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TO: Non-Departmental Transfers Out and Contingency

Water/Sewerage	\$160,000
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CERTIFICATION: I hereby certify that the above-stated funds are available as of June 28, 2022.

/s/ John Wilcox, Director of Finance

Upon a **ROLL-CALL** vote being taken, the chair declared **RESOLUTION #6308** adopted 10-0-0.

RESOLUTION #6309 by Councilor Mangini, seconded by Councilor Cekala.

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

FROM: Police Services

Health/Medical Insurance	\$45,000
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TO: Police Services

Gasoline	\$45,000
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CERTIFICATION: I hereby certify that the above-stated funds are available as of June 28, 2022.

/s/ John Wilcox, Director of Finance

Upon a **ROLL-CALL** vote being taken, the chair declared **RESOLUTION #6309** adopted 10-0-0.

ANY OTHER BUSINESS PROPER TO COME BEFORE SAID MEETING – None.

PUBLIC COMMUNICATIONS

Donna Corbin Sobinski, 37 Barrett Road

Ms. Corbin Sobinski stated that she had a conversation with Mr. Tallberg in the hallway and stated that there is a roadblock in the staff. In their June 21, 2022 minutes, they asked to have the attorney. He did not know anything about it. Information is not getting to him.

Bob Tkacz, 850 Woodgate Circle
Mr. Tkacz thanked everyone for the applause.

Mr. Tkacz stated that every year he goes to the reassessment on his automobile in September on a mystery date because they never know when it is. You can go to the library and give them the make and model and milage and they give you the value of the car. You can use that at the reassessment hearing. He loses about \$7,000 because of high milage. It is up to the owner to do the work to get the value of the car, not the assessor's office.

Karen LaPlante, 166 North Maple Street

Ms. LaPlante stated that there are two definitions in customer type in regulations. Residential and small non-residential users, sewer users including single-family and multi-family dwellings and commercial and industrial users which introduce no more than the equivalent of 25,000 gallons per day of domestic sanitary to the treatment works. He is not in a commercial zone; he will be the same qualifications. He would have to be over 25,000 gallons per day.

The chair declared Public Communications closed.

COUNCILOR COMMUNICATIONS – None.

ADJOURNMENT

MOTION #6310 by Councilor Mangini, seconded by Councilor Santanella to adjourn.

Upon a **SHOW-OF-HANDS** vote being taken, the chair declared **MOTION #6310** adopted 10-0-0 and the meeting stood adjourned at 9:38pm.

Respectfully Submitted,

Sheila M. Bailey
Clerk of the Council
Town Clerk

Tina Demers
Secretary to the Council

Draft Memorandum of Understanding Items for Tax Assessment Investigation

Scope of Investigation:

2021-22 Tax Assessment Practices

Content of 2021-22 P.A. 490 Exemption Determinations

Content of 2021-22 Tax Assessment Appeals

Questions:

1. What are the best practices for valuation of real and personal property, respectively?
2. What valuation methods were applied in the 2021-22 tax assessments?
3. What are the best practices for creating and maintaining a depreciation schedule?
4. What depreciation schedule does the tax assessor's office use for assessments?
5. Does this depreciation schedule meet best practices standards?
6. Is it abnormal for real property to improve in assessed condition over time without physical improvements being made to this property?
7. Has any real property improved in assessed condition over time without physical improvements being made to this property in any 2021-22 tax assessments?
8. What are the best practices for maintaining records of assessed property?
9. What are the best practices for editing records of assessed property?
10. Is it legally permissible to alter property "field cards" used to make assessments without noting such alterations?
11. Is it legally permissible to remove information on property "field cards" from prior assessment years, such as "effective year built," without noting such alterations?
12. Have any such unrecorded alterations occurred in any 2021-22 tax assessments?
13. What is the definition of excessive, or improper, taxation under Connecticut law?
14. Could any assessments of real or personal property from 2021-22 be considered excessive taxation under Connecticut law?
15. What are the rules for removing a property's P.A. 490 exemption (of each type)?
16. For properties whose P.A. 490 exemptions were removed between 2021-22, were those exemptions properly removed?
17. For properties whose P.A. 490 exemptions were removed and then reinstated between 2021-22, were those exemptions properly removed?
18. Could any properties whose P.A. 490 exemptions were removed be considered to have been excessively taxed under Connecticut law?
19. What are best practices for a municipal tax assessor to obtain information from taxpayers?
20. Is it legally permissible for a municipal tax assessor to enter private property for the purpose of assessment without permission?
21. Is it legally permissible for a municipal tax assessor to state to an assessee that they cannot appeal their assessment?
22. Have you observed any violations of law and/or best practices other than those already inquired about here?

Expectations

Monthly progress updates with all town council members who wish to be present via video call, or in person.

A comprehensive, written report answering the above questions to be emailed to the town council at the conclusion of the independent investigation.

**ENFIELD TOWN COUNCIL
MINUTES OF A SPECIAL MEETING
TUESDAY, July 5, 2022**

A Special Meeting of the Enfield Town Council was called to order by Mayor Cressotti on Tuesday, July 5, 2022. The meeting was called to order at 6:00pm.

ROLL-CALL- Present were Councilors Cekala, Cressotti, Despard, Finger, Hopkins, Ludwick, Mangini, Pyznar, Santanella and Unghire. Also present were Town Manager, Ellen Zoppo-Sassu; Assistant Town Manager, Steven Bielenda; Town Attorney, James Tallberg; Town Clerk, Sheila Bailey

Chairman Cressotti stated that the reason for the special meeting was to discuss the retention of an Independent Review of Reevaluation Issues. He turned the floor over to Attorney Tallberg.

Town Attorney, James Tallberg stated that at the June 20, 2022 meeting he outlined the process that was taken that led to the recommendation to hire the firm of Berchem Moses PC to conduct the independent review. He stated that they are not proposing an investigation; it is a review of the issues surrounding the revaluation process. To call it an investigation suggests that there is misconduct or malfeasance. There is no credible evidence to suggest misconduct or malfeasance. He said that almost all tax appeals in CT resolved in Superior Court, which is the next step after the Board of Assessment Appeals (BAA), are resolved amicably by mediation. There are very few that go to a trial. When there are disputes on the local level, the BAA is a mini review board of the decisions of the tax assessor. There is a built-in tension between the two sides. The tension here has gotten personal. His recommendation is to take a step back and let someone with subject matter expertise do an independent review. The goal is, we need someone who can review the issues, make factual findings, complete a report, and make recommendations on how the town can do this better going forward. The Town of Enfield has only received six tax appeal that were filed through the Superior Court. There are some towns like Enfield that have 50+ appeals filed. Why is Enfield so low? He said that most taxpayers have received the relief they requested through the BAA. Some did not have significant enough requests to get a lawyer and go to court.

Mr. Tallberg attended the BAA meeting on Saturday. He went there to talk with the BAA and try to find some common ground. At the BAA meeting, the chair announced that that he had hired a lawyer to represent the BAA. He, at that point, is prohibited by the rules of professional conduct. He could not have the discussion if he wanted to. At that point he sat silently and watched the meeting. He is confused by them hiring legal counsel. Tonight, the resolution will be brought up a second time. There have been a lot of questions about the process and some of the council members have been able to interview the candidate. He is unsure about the funding for the lawyer that the BAA has retained. The BAA, pursuant to General Statute §12-110, has very little statutory authority, only limited powers delegated by the state. They are empowered to hear appeals in September and March. It is his understanding that the BAA at this point has heard all the appeals. We don't want to be averse to the BAA, so again he does not understand why they have hired a lawyer. The BAA passed a couple motions directing the council as to what it thinks the council should or shouldn't do regarding these issues. The Charter grants the authority to the Town Attorney to be the legal advisor to the council. It is within his charter role to make

recommendations to you about how this should proceed. He hopes that the firm of Berchem and Moses PC will be hired tonight to do the independent review.

Councilor Hopkins stated that he thinks that doing a superficial review of the assessments is not going to answer any questions. The Council is empowered under Section 8 of the charter to investigate any concerns about departments, and he thinks it is important for the Council to honor that duty. If we are going to take the time to hire an outside law firm, so we get our money's worth, and all our questions are answered, he thinks the first step is to understand the questions and give the questions to the law firm to answer. The resolution put forward at the last meeting concerns him as to what they would do with that. Having the town attorney clean up after the fact defeats the purpose of having an independent review. It would not work to have the town manager's office develop the questions, because the department people have claimed issues with is supervised by the town manager's office. There would be a conflict of interest that would take away from the legitimacy. It is important that the council, under charter authority, develop the questions and give them to the law firm, so they know what we are looking for.

Mr. Tallberg stated that during the proposed initial task for the law firm in order to do a conflict check, he sent all the core material. There were two reports that the BAA issued that outlined their concerns. This was sent to allow the lawyer an initial scope of the assignment. We would then direct them to what other specific areas we wanted reviewed. He mentioned that if Councilor Hopkins had specific questions, those could be directed to the firm.

Councilor Hopkins added that it would be important to have these things in writing for the council to approve and add any questions people want to ask before we hire that firm, just so it's clear. He stated that he has prepared a list of questions.

Mr. Tallberg agreed that it is appropriate and necessary for all councilors have the opportunity to be heard.

Councilor Unghire stated that at the last meeting on June 20, it was stated that there is no connection or association with the town attorney, or management to the recommendation of Berchem and Moses PC. She asked if now Attorney Tallberg can confirm that there is not connection or association with this law firm.

Mr. Tallberg stated that he was not sure of the language he used but he said the attorney was given the list of the names of the main participants and the town being the client, and he responded that he has no conflicts.

Councilor Pyznar stated that she did take the opportunity to interview the attorney. She also said she went online and found some information that does look like, in all fairness, that he has worked with some of you. There is a case from the City of Bristol Inlands Wetlands and that was at the time when our current Town Manager was the mayor. Can it be assumed that as the mayor you would be hiring a law firm?

Mr. Tallberg responded that there is a case, however, Attorney Coppola works out of the Westport Office. There is also a Milford Office and an attorney from that office was hired by City of

Bristol's Insurer, Trident Insurance Company. When a municipality gets sued, it is not the town manager, not the town council, not the town attorney that decides when insurance counsel gets hired. There is a list of panel counsel. Our town manager is not a defendant in the matter, had nothing to do with that matter, and Attorney Coppola is not involved with that matter. It is an entirely separate group of lawyers.

Councilor Pyznar asked about the BOE for Bristol.

Mr. Tallberg said it is the same analysis. It is a slip and fall case with the Milford Office. Our town manager also had nothing to do with the hiring.

Councilor Pyznar stated that it is her due diligence to look into these things for the residents of Enfield. She stated that it looks like Mr. Tallberg has also worked with them through the City of East Hartford as the attorney for East Hartford.

Mr. Tallberg responded that yes, he is the assistant part-time council for East Hartford for the past 8 months. There is a lawyer from that firm that does labor work, again out of the Milford office, and nothing to do with Attorney Coppola. He also preceded Mr. Tallberg there and he does not work directly with Mr. Tallberg or report to him.

Councilor Pyznar stated that Attorney Coppola has had some cases with our assessor. He won a case against our assessor. That would not be in favor of the assessor.

Mr. Tallberg stated that he thought he responded to that when he was interviewed. Attorney Coppola is by trade a public entity defense lawyer. He also handles some matters for some parties who want to contest their tax appeal. It is his understanding that it was the CT Green Bank with a solar panel farm that contested an issue. It was not just Bloomfield, there were as many as 20 municipalities that the CT Green Bank filed tax appeals against, Bloomfield happened to be one. They must have been put on the docket together. Our tax assessor was not a client, if anything, he was an adverse party in a matter that is now resolved. That does not rise to a level of a conflict.

Councilor Pyznar would like to see a council-led investigation with the help of an outside attorney. She would like to see an RFP for an outside attorney.

Mr. Tallberg did mention that there were firms that they did consider that did do work for Bloomfield, which would rise to the appearance of a conflict.

Councilor Mangini thanked Attorney Tallberg for his time and dedication. She stated that she too interviewed the attorney that Attorney Tallberg did vet and this attorney rose to the top for varying reasons. She said no one on the council is capable, qualified, or worthy of this type of work. She wanted to know if the council was going to put on an attorney cap and start doing legal findings and litigation. She does not think so nor does she want any part of that. She mentioned that she is the longest sitting member of the council, and she has never seen anything like this before. She is opposed to the council being interviewers. Her position is to have faith and trust in our town attorney.

Councilor Santanella stated that he also had an opportunity to talk to the attorney. He said there were three things he was looking to get out of the call. The first was to make sure the person was competent and qualified to do the review. Attorney Coppola practices in the areas of municipal law, land use and zoning, property tax assessment appeals, general civil litigation, and real estate transactions. He has handled hundreds of cases of land use and zoning and tax appeal from the administrative level through the CT courts. He has handled property tax appeals involving various types of real estate. He has been serving as the corporate council for the City of Norwalk since 2013. He was the Town Attorney for Trumbull and Assistant Attorney for Westport since 2006. He regularly provides representations and services to other municipalities. He has a bachelor's degree in Political Science from Boston College 2001 and his juris doctorate from the University of CT Law School in 2004. He currently serves on board of directors of the CT Association of municipal lawyers. He has served as chairman of the CT Bar Association. He has served as planning and zoning section and chairman for the Fairfield County Bar Association.

The second thing he wanted to know was if there was a conflict and he found the same case that Councilor Pyznar was talking about, and he said the fact that he is involved in a land use case is exactly the experience we would expect him to have. Councilor Santanella stated that there are 684 cases on the Superior Court docket against the City of Bristol, of those they have been involved in 2 or 3. This is not someone and a firm who is regularly engaged in business with the City of Bristol. Zero of the cases name our current Town Manager. He said he is comfortable that there is no conflict.

The third thing he wanted to know was whether this attorney understood the project. He thinks that he clearly understood the scope of the project now. There is public comment for him to review, a paper trail, and so much information on the public record. He thinks he is capable of going through our questions and going through additional questions that we may have. He stated that on the call with the attorney, he seemed very empathic to taxpayers. He feels that there is no bias towards municipalities or tax assessors. Councilor Santanella stated that we owe the taxpayers a resolution quickly.

Councilor Despard stated that he is not for a council-led investigation, but he does agree with Councilor Pyznar in saying that the council should start it with an RFP. He thinks the council should be involved in selecting a law firm to remove all appearance of a conflict. He thinks there needs to be a MOU with questions. The council needs to have a say in the scope.

Chairman Cressotti thanked everyone that has taken part in the process so far. He thanked Attorney Tallberg for setting up the interviews. He thanked Councilor Hopkins for scoping out a list of questions so quickly. He stated that he agrees with Councilor Santanella in saying that the council is not qualified to do the investigation.

Chairman Cressotti does want to make the recommendation that we move forward and make a commitment to hiring an attorney. He would like to have two liaisons, one from the democrat side and one from the republican side to work with Attorney Tallberg. He recommended that Councilor Ludwick and Councilor Santanella be the two liaisons for the group so that questions that we formulate can go through them. He thinks that having 10 people putting in their input would not flow correctly. We need to hire for an independent review, we are not looking for an investigation.

Chairman Cressotti said his recommendation is to have the two liaisons to work with Attorney Tallberg.

Councilor Ludwick stated that if you go back to when the PA490 letters came out, regardless of opinion, the tide should go to the taxpayer and that was not our approach. He said he understands it is state statute that the burden falls on the taxpayer but is that the burden we want to have on an ongoing basis. There are a lot of policy issues that need to be addressed. In his opinion, from a policy perspective, government has failed the taxpayers. Our elected job is to ask questions. Taxpayers feel aggrieved and the point of this is to get to the bottom of it. This can never happen again. This is not the way government should treat its residents. He does not want to run the investigation, but he wants to be able to work with the lawyer and answer all the questions. He stated that Councilor Hopkins has a good outline of questions. As long as the council is having direct input with the lawyer, he is okay with the lawyer that was interviewed. He stated that in all his years he has never seen a town go after an appointed board like this. This needs to be fixed. People should not have to go through appeals every year if they have already proven it once.

Councilor Unghire stated that she thinks everyone agrees that an investigation needs to be done. Residents have had sleepless nights thinking they were going to have to sell their property. She believes that we owe due diligence to the residents of this community, and the BAA that has done all this hard work. The recommendation that we have been given is just a recommendation. It doesn't mean that we are not going to take or have another attorney. She stated she has a list of a dozen attorneys that do tax appeals that could be looked at.

Councilor Cekala thanked Attorney Tallberg for his overview. She mentioned that council-led does not equal truly independent. If this is going to be independent, the council should not be leading the review. She does think that they should be submitting questions. This has, like Councilor Ludwick mentioned, turned into a show and that is unacceptable. The residents, taxpayers, town employees, and the council want the outcome that is best for everyone. She said let's vote tonight and do this independent review.

Councilor Finger stated that he was upset that the council had no voice in the direction of what was going to be done. We had a majority of people who wanted to meet in a special meeting, and nobody showed up for it, and couldn't make it. That is disrespectful. He is in favor of the RFP. He ran for council so that he could make decisions for the taxpayers. It is the council responsibility.

Councilor Pyznar agreed with Councilor Finger by saying they owe this to the residents of Enfield. They put us in these seats because they trusted us. We need to be 100% transparent, be part of who is being chosen to gain the trust of our residents again. She agrees with the liaisons and this needs to be done with accuracy.

Mr. Tallberg stated that when he made his presentation two weeks ago, he did suggest that an RFP could be done. It was his understanding that it had already gone through leadership and there was a consensus to act quickly. He already knows, going down the list of attorneys, who is conflicted out. There was a member at the BAA meeting who had a list of 17 law firms from an internet search. He said he could go through it and tell you why they are not the best candidate. Seven of them have hard conflicts. Attorney Coppola is ready to act if you want this addressed. If you want

to do an RFP, it will have to be put together, advertised, and time for the firms to put together a package. It does not matter to him. He just wants everyone to understand the time issue.

Councilor Finger said there was no transparency. No one was notified through leadership that this was happening.

Councilor Hopkins stated that this is very important, and we need to make sure we are doing it right. We don't want to take a long time, but we also don't want to be in a rush. If this resolution is approved tonight, we are not getting any of these questions answered. We need to get our ducks in a row. The council is hiring the independent law firm and it is important that we get updates so that they can talk to constituents.

MOTION #6298 by Councilor Cekala, seconded by Councilor Santanella to adjourn.

Upon a **SHOW-OF-HANDS** vote being taken, the chair declared **MOTION #6298** adopted 10-0-0 and the meeting stood adjourned at 6:55pm.

Respectfully submitted,

Sheila M. Bailey
Clerk of the Council
Town Clerk

Tina Demers
Secretary to the Council

**ENFIELD TOWN COUNCIL
MINUTES OF A SPECIAL MEETING
WEDNESDAY, JULY 20, 2022**

A Special Meeting of the Enfield Town Council was called to order by Mayor Cressotti on Wednesday, July 20, 2022. The meeting was called to order at 6:00pm.

ROLL-CALL- Present were Councilors Cekala, Cressotti, Despard, Finger, Hopkins, Mangini, Pyznar, and Santanella. Councilors Ludwick and Unghire were absent. Also present were Town Manager, Ellen Zoppo-Sassu; Town Clerk, Sheila Bailey

RESOLUTION #6310 by Councilor Mangini, seconded by Councilor Santanella.

NOW THEREFORE BE IT RESOLVED, by the Enfield Town Council that it is cognizant of the conditions and prerequisites for the state financial assistance imposed by the State of Connecticut; and, that the filing of an application for state financial assistance by the Town of Enfield in an amount not to exceed \$2.5 million is hereby approved. The Council further directs Ellen Zoppo-Sassu, Town Manager, to execute and file such application with the CT DECD, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State if such an agreement is offered, to execute any amendment, decisions, and revisions thereto, and to act as the authorized representative of the Town of Enfield.

Councilor Pyznar inquired if we should get the \$2.5 million, is it only going to be spent in certain areas, how will it be dispersed?

Ms. Zoppo-Sassu stated that this grant from the Community Investment Fund is for all businesses, not just Thompsonville and North Thompsonville, however, they are getting priority because of the qualified census tracts. Businesses in Hazardville and along Route 5 can apply, they just must meet the state definition which is under 100 employees.

Councilor Pyznar asked how it coincides with ARPA funds.

Ms. Zoppo-Sassu stated that they will dovetail the two projects. The Economic Development Commission is working to create the parameters for small businesses assistance. Some of these funds can be used for technical assistance. We can coordinate facade improvement, historic preservation, and streetscape. We were not going to apply, but Tom Arnone insisted that we apply. We are not ready for the capital projects side of this grant, but we are ready for the small business assistance because of the train platform and so many things happening in the area.

Councilor Pyznar reiterated that parameters will be set. She asked, will this money be paid back in any way?

Ms. Zoppo-Sassu stated that they have not answered this question yet, but they are thinking they may model it after the Enfield Home Rehabilitation, Home Buyer program. That program has a forgiveness piece where for every year you stay in your home, 10% of your loan is forgiven. Councilor Pyznar asked if individuals could fill anything out for the grant yet.

Ms. Zoppo-Sassu stated that it is just municipalities, non-profits in partnership with municipalities, and development corporations. The timeline is, they will tell us in November and start receiving funds in December and the second round of funds we will apply in January. There will be two rounds for the next several years. We need to work with a grant writer. There is so much money flowing through the state. We are not positioned to apply for some of the bigger pools because we just don't have the staff. We will need to have policy conversations on whether that is good use of ARPA funds.

Councilor Hopkins stated that he is very happy that we got this application in. He is looking forward to next year.

Upon a **ROLL-CALL** vote being taken, the chair declared **RESOLUTION #6310** adopted 8-0-0.

DISCUSSION to discuss the possible change of meeting dates for August and September meetings and to take any action as necessary.

Ms. Zoppo-Sassu stated that we are looking at moving the regular Council meeting from August 1 to August 8. Some of the items Town Council needs to look at are Registrar of Voters redistricting plan. It needs to be advertised and a public hearing needs to be held. She said it might make sense to do an additional meeting on August 29th. This would mean that there would not be a meeting the day after Labor Day. Then we could resume the regular meeting schedule on September 19th. This will give department heads enough time like the public safety referendum and whether it will be on the ballot. Her suggestion is meeting August 8th and 29th, skip September 6th, and resume regular schedule on September 19th.

Chairman Cressotti thinks it is a good idea since there are five Mondays in August. He also agrees that the Tuesday after the holiday is difficult to get everybody to attend.

Ms. Zoppo-Sassu stated that this gives a lot of the subcommittees time to meet and come back to the Council with items for discussion.

MOTION #6311 by Chairman Cressotti, seconded by Councilor Cekala to approve the suggested dates of August 8th and August 29th and September 19th.

Upon a **SHOW-OF-HANDS** vote being taken, the chair declared **MOTION #6311** adopted 8-0-0.

RESOLUTION #6312 by Councilor Mangini, seconded by Councilor Cekala.

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

TO: Municipal Facilities		
Furniture and Fixtures	31008110-573300	\$6,411

FROM: Municipal Facilities

Other Equipment

31008110-573900

\$6,411

CERTIFICATION: I hereby certify that the above-stated funds are available as of July 15, 2022.

/s/ John Wilcox, Director of Finance

Councilor Pyznar asked what we have in excess funds available, she never received that information.

Ms. Zoppo-Sassu stated that they don't know yet. The auditors are here right now, and we should know by Friday. This is a line-item transfer. They would like to lock in this price because there is an anticipated price increase with the vendor.

Upon a **ROLL-CALL** vote being taken, the chair declared **RESOLUTION #6312** adopted 8-0-0.

RESOLUTION #6313 by Councilor Mangini, seconded by Councilor Santanella.

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

GRANT FUNDED PROJECTS

FROM:

TO:

31104000-460987 \$31,570

Grant Funded Projects Revenue Hazardville Mem Roof

31108746-545000 \$48,570

Hazardville Mem Roof Construction Services

31104000-460988 \$28,242

Grant Funded Projects Revenue Eli Whitney Roof

31108747-545000 \$43,450

Eli Whitney Roof – Construction Services

31104000-488015 \$32,208

Grant Funded Projects Revenue-Capital Fund Transfer In

CAPITAL AND NON-RECURRING FUND

FROM:

TO:

31008875-533900 \$32,208

31108875-593010 \$32,208

CERTIFICATION: I hereby certify that the above-stated funds are available as of July 19, 2022.

/s/ John Wilcox, Director of Finance

Councilor Mangini wanted to confirm that both projects are underway and will be completed by the beginning of the next school year.

Ms. Zoppo-Sassu stated that both projects are on schedule as well as the two driveway replacement projects at Barnard and Enfield Street School. The driveways will be ready for the election on August 9th. The other two projects will be shortly thereafter. These are change orders that need to be approved. They came up last night in Joint Facilities.

Upon a **ROLL-CALL** vote being taken, the chair declared **RESOLUTION #6313** adopted 7-0-0. Councilor Despard having left the meeting.

RESOLUTION #6314 by Councilor Santanella, seconded by Councilor Cekala.

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

TO: Child Youth and Family Services

Advertising	22040417-554000	\$600
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FROM: Child Youth and Family Services

Miscellaneous Revenue	22040417-417000	\$600
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CERTIFICATION: I hereby certify that the above-stated funds are available as of July 20, 2022.

/s/ John Wilcox, Director of Finance

Upon a **ROLL-CALL** vote being taken, the chair declared **RESOLUTION #6314** adopted 7-0-0.

DISCUSSION to entertain a request from the Town Manager's Office to waive the indoor pool resident fees for open swim during the month of July.

Chairman Cressotti recommended that we do this until school opens back up or at least mid-August. He wants to waive the \$1.00 fee for residents at the Annex.

Councilor Mangini supports waiving the fee.

Ms. Zoppo-Sassu stated that the proposal is to waive the 50 cents for children and \$1.00 for adults for residents and leave the fees at \$1.00 and \$1.50 for non-residents. This came up because of the heat wave and not a lot of cooling opportunities in Thompsonville. With the Magic Carpet being free, it gives people the opportunity to go to the Annex to use the pool on Saturdays. There is no bus Sundays but if they have a way there, they can swim from noon until 4:00pm.

Councilor Cekala is in support and asked if we could release some press about it.

Councilor Hopkins asked about an end date.

Chairman Cressotti said August 31st would be a good end date.

MOTION #6315 by Chairman Cressotti, seconded by Councilor Hopkins to waive the indoor pool resident fees. Non-resident fees will remain.

Upon a **SHOW-OF-HANDS** vote being taken, the chair declared **MOTION #6315** adopted 7-0-0.

ADJOURNMENT

MOTION #6316 by Councilor Mangini, seconded by Councilor Pyznar to adjourn.

Upon a **SHOW-OF-HANDS** vote being taken, the chair declared **MOTION #6316** adopted and the meeting stood adjourned at 6:26pm.

Respectfully submitted,

Sheila M. Bailey
Clerk of the Council
Town Clerk

Tina Demers
Secretary to the Council



TOWN OF ENFIELD

August 8, 2022

Honorable Members
Enfield Town Council
Enfield, Connecticut

Subject: Resolution authorizing the transfer of ESSER II funds awarded from the State Department of Education to the Family Resource Center: \$25,000

Highlights:

- The Family Resource Center has been awarded funding in the amount of \$25,000 to support children and families increased educational and mental health needs as a result of the Covid-19 pandemic.
- The funding source is Federal ESSER II dollars awarded to the State Department of Education designated to supplement existing Family Resource Centers by expansion or innovation.
- The grant award period is 7/1/2021-6/30/2023.
- The funding will allow for a stipend for 2 Kindergarten teachers for the Family Resource Center Summer Kindergarten Readiness Camp in August, in partnership with the Enfield Public Schools and KITE (Key Initiatives to Early Education).
- Funds will also provide for professional development training on Circle of Security for Family Resource Center/Child, Youth & Family staff. Additional training will be provided by experts in trauma-informed practice.

Budget Impact:

There is no impact to the budget.

Recommendation:

The Enfield Town Council approve the attached resolution.

Respectfully Submitted,

Cynthia Guerrieri
Director of Social Services

Attachments:

1. Resolution.

ENFIELD TOWN COUNCIL
REQUEST FOR TRANSFER OF FUNDS

RESOLUTION NO. _____

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

TO: Family Resource Center

Stipend	22046144	516000	\$7,450
Professional Development	22046144	532000	\$1,000
Other Professional Services	22046144	533900	\$13,000
Other Supplies/Materials	22046144	561900	\$3,050
Food	22046144	563000	\$500

FROM: Family Resource Center

FRC SDE ESSER II Grant	22046144	460150	\$25,000
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CERTIFICATION: I hereby certify that the above-stated funds are available as of August 8, 2022


John Wilcox, Director of Finance

APPROVED BY:  **Town Manager**

Date: 8/3/22

Eckenroth, Cheryl

From: noreply@civicplus.com
Sent: Thursday, July 21, 2022 1:04 PM
To: Eckenroth, Cheryl
Subject: Online Form Submittal: Application for Vacancy on Boards, Agencies & Commissions

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

Application for Vacancy on Boards, Agencies & Commissions

Date	7/21/2022
First and Last Name	Shari Riddick
Address	15 Glen Oak Drive
City	Enfield
State	CT
Zip	06082
Phone Number	860-729-0008
Second Phone:	860-745-7493
Email	shaririddick@gmail.com
Occupation	Deputy Executive Director- Housing Authority of the Town of Enfield
Occupation Phone Number	860-745-7493
Party Affiliation	Unaffiliated
Registered Voter	Yes
Name of the Board You Wish to Apply For:	Ethics Commission
Appointment	New Appointment
Please outline your qualifications and how you feel you would contribute to the committee or commission:	♣ Bachelor's Degree in Business Administration, Southern New Hampshire University, 2018 ♣ Customer Service Certification, 2012 ♣ Public Housing Management Certification, 2011 ♣ Risk Management Certification, 2011

PROFESSIONAL AFFILIATIONS

- ♣ Housing Authority Insurance Group, Sales and Marketing Committee, 2019-present
- ♣ Connecticut National Association of Housing and Redevelopment Officials (CONN-NAHRO), Membership Committee, 2019-present
- ♣ New England Regional Council National Association of Housing and Redevelopment Officials (NERC-NAHRO), Executive Board Member, Strategic Planning Committee, Chair of Scholarship Committee, 2018-present

EXPERIENCE

2021-Current DEPUTY EXECUTIVE DIRECTOR
Housing Authority of the Town of Enfield, Enfield Connecticut

- ♣ Directly supervises Portfolio Director and Office Support Specialist and supervises all other employees as needed
- ♣ Works with Executive Director to develop operating and capital budgets
- ♣ Performs reconciliation of bank statements and verifies deposits to banks; maintains all banking records
- ♣ Prepares Journal Vouchers for accounting and reconciles General Ledgers
- ♣ Prepares Accounts Payable and monitors for accuracy and compliance with procurement policy
- ♣ Assists with HAP contract administration including preparation of budgets and requisition of funds, annual payment standard review and adjustments and SEMAP analysis
- ♣ Oversees processing of Section 8 checks
- ♣ Prepares monthly and quarterly financial reports and year-end statements
- ♣ Maintains employee benefits and leave files and handles employee benefits programs
- ♣ Prepares and monitors all retirement program records
- ♣ Prepares, maintains files, and provides reports regarding all employee withholdings, unemployment compensation reports, worker's compensation claims and reports
- ♣ Maintains Housing Authority's insurance records
- ♣ Monitors expenditures advising Executive Director on all matters affecting the Housing Authority's financial operations

2015-2021 PORTFOLIO MANAGER
Housing Authority of the Town of Enfield, Enfield Connecticut

- ♣ Submitted required reports to the Department of Housing and Urban Development (HUD) and the Connecticut Department of Housing
- ♣ Directly supervised staff of seven
- ♣ Ensured that each assigned program was properly operated within established budgets; monitored budgets
- ♣ Served as the Hearing Officer for Section 8 and affordable housing residents and applicants
- ♣ Kept SOPs, Leases, ACOPS, Administrative Plans, Grievance Procedures, Pet Policies and other applicable policies and procedures current
- ♣ Tracked vacancies and vacant unit turnaround times and worked to ensure vacancies were filled as soon as units were ready for occupancy
- ♣ Worked closely with the Executive Director to develop and implement housing marketing programs
- ♣ Coordinated activities for reducing vacancies and vacant unit turnaround time
- ♣ Attended regularly scheduled resident organization meetings and took actions to correct any management or resident services problems discussed during the meetings
- ♣ Prepared applications for additional Housing Choice vouchers, new affordable housing development, and other grants
- ♣ Performed quality control checks and verifications of assigned programs on a scheduled and random basis including checking applications, verifying rent calculations, checking re-certifications, conducting HQS quality control inspections, and verifying rent reasonableness and voucher payment standards
- ♣ Demonstrated knowledge of the local, state and federal laws governing affordable state and federal housing programs including health and fire regulations, landlord/tenant relationships, leasing of property and evictions

I have been employed with the Housing Authority of the Town of Enfield for the past 14 years. I have knowledge of many laws regarding ethics including those involving employment practices and State and Federal laws regarding rental units and procurement. I have also been required to take an oath of office as a Notary Public.

You will see from my qualifications (listed above) that I am able to bring many years of knowledge and experience to the committee.

Have you ever served on a Board, Commission or

Yes

Agency in Enfield or elsewhere?

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

New England Regional Council of the National Association of Housing and Redevelopment Officials Board of Directors (2018-present)

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

Field not completed.

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

Yes

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

Eckenroth, Cheryl

From: noreply@civicplus.com
Sent: Monday, July 25, 2022 11:16 AM
To: Eckenroth, Cheryl
Subject: Online Form Submittal: Application for Vacancy on Boards, Agencies & Commissions

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

Application for Vacancy on Boards, Agencies & Commissions

Date	7/25/2022
First and Last Name	Steven Lemoine
Address	9 tolland Drive
City	ENFIELD
State	CONNECTICUT
Zip	06082
Phone Number	4133744058
Second Phone:	4133744058
Email	sjlemoine1@gmail.com
Occupation	Water Engineer
Occupation Phone Number	Field not completed.
Party Affiliation	Republican
Registered Voter	Yes
Name of the Board You Wish to Apply For:	Hazardville Water Company Advisory Council Enfield Rep.
Appointment	New Appointment
Please outline your qualifications and how you feel you would contribute to the committee or commission:	Working as an engineer for a Massachusetts Municipal Engineer, State licenses for Distribution and Treatment in drinking water.

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

No

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

Field not completed.

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

Field not completed.

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

Yes

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

Eckenroth, Cheryl

From: noreply@civicplus.com
Sent: Tuesday, July 19, 2022 9:35 PM
To: Eckenroth, Cheryl
Subject: Online Form Submittal: Application for Vacancy on Boards, Agencies & Commissions

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

Application for Vacancy on Boards, Agencies & Commissions

Date	7/19/2022
First and Last Name	Philip Kober
Address	PO Box 801
City	Enfield
State	CT
Zip	06083-0801
Phone Number	8608887323
Second Phone:	8608887323
Email	PKober3011@Westfield.ma.edu
Occupation	Correction Officer
Occupation Phone Number	<i>Field not completed.</i>
Party Affiliation	Republican
Registered Voter	Yes
Name of the Board You Wish to Apply For:	Inland Wetlands and Watercourses Agency
Appointment	Reappointment
Please outline your qualifications and how you feel you would contribute to the committee or commission:	I am presently serving as an Alternate and would like to be considered for Reappointment as a Regular Member of the IWWA if a vacancy still exists.

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

Yes

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

Current Alternate Member of IWWA since 03/08/2022. I am also a current member of the Economic Development Commission and Loan Review Committee as well as an Alternate member on the Agricultural & Conservation Commissions. I previously served on Ethics Commission from 2014 to 2020.

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

I have attended all scheduled meetings since initial appointment earlier this year.

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

Yes

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



TOWN OF ENFIELD

July 15, 2022

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Resolution to approve a three-year collective bargaining agreement with AFSCME, Local #1029 (Public Works Union)

Councilors:

Highlights:

- On June 30, 2021, contract negotiations for a successor collective bargaining agreement commenced between American Federation of State County Municipal Employees ("AFSCME"), Local # 1029 and the Town of Enfield.
- The Public Works Union represents approximately 145 employees including Public Safety Dispatchers and Library Employees.
- Consistent with other recently adopted contracts, this contract addresses the overall lagging wage scale with a (3%) wage increase for FY21-22, (3 %) wage increase for FY 22-23 and a 3.25% wage increase FY 23-24.
- In addition, the Town proposed market wage adjustments in mechanic positions that increases their hourly rate based on approved Automotive Service Excellence ("ASE") Master Certifications.
- The Union majority ratified these contract changes 51-10 in favor on June 25, 2022.
- Consistent with the Town's 10 day posting policy, this drafted contract was posted on the Town's HR website and with the Town Clerk's office on July 15th, 2022.
- To meet the statutory deadline, the Town Council must act on this contract no later than August 08, 2022 or else this contract will be deemed "approved" under § C.G.S. Sec. 7-474.

Budget Impact:

The estimated net increase to the budget over a three-year period is \$788,216 dollars or averaged approximately to 3.00% annually.

Recommendation:

That the Town Council approve the attached Resolution.

BE IT RESOLVED, that the Enfield Town Council does hereby approve the three (3) year collective bargaining agreement between the Town of Enfield and the American Federation of State County Municipal Employees ("AFSCME"), Local # 1029 dated July 1, 2021 through June 30, 2024.

Date Prepared: July 15, 2022

Prepared by: Steven Bielenda



THE TOWN OF ENFIELD

&

**LOCAL 1029 - COUNCIL #4
AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES
AFL-CIO**

~~July 1, 2017 – June 30, 2021~~

July 1, 2021 – June 30, 2024

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COLLECTIVE BARGAINING AGREEMENT
between

THE TOWN OF ENFIELD
and
LOCAL 1029 - COUNCIL #4
AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES
AFL-CIO

This AGREEMENT is entered into by and between the TOWN OF ENFIELD, hereinafter referred to as the "TOWN" AND LOCAL 1029 of COUNCIL #4 of the AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the "UNION."

ARTICLE 1
RECOGNITION

- 1.0 The Town of Enfield hereby recognizes the Union as the sole and exclusive bargaining agent for the employees in the Highway, Fleet Services, Solid Waste, Water Pollution Control, and Building and Grounds Maintenance divisions, Custodial Services Group, Library Department employees, and Civilian Dispatchers INCLUDING part-time employees who work twenty (20) hours or more per week (this provision also recognizes the Parts Clerk position which may work less than 20/hrs. per week), EXCEPT Department Heads, Deputy Directors, Assistant Director of Public Works, the Director of Libraries, Assistant Library Director, Head Children's/Teen Librarian, Reference Librarian, Public Services Librarian, Highway Superintendent, Highway Supervisor, Superintendent of Parks and Recreation, Parks Maintenance Supervisor, Solid Waste Superintendent, Building and Grounds Maintenance Superintendent, Building and Grounds Maintenance Supervisor, WPC Superintendent, WPC Supervisor, WPC Assistant Supervisor, Custodial Supervisor, Chief of Police, Deputy Chief, Police Captain, seasonal help and other supervisory personnel as may be mutually agreed upon, and any other employees represented by other bargaining units, which exists for the purposes of collective bargaining in respect to pay, wages, hours of employment and other conditions of employment. For purposes of this contract employees shall be deemed seasonal workers if they are employed for less than sixty (60) consecutive working days in any fiscal year. Seasonal employees may be utilized beyond sixty (60) consecutive working days if they are replacing an employee who is out of work on extended illness or who is out of work or on light duty due to a worker's compensation illness/injury.

ARTICLE 2

UNION SECURITY

- 2.0
 - a. The Town of Enfield agrees to deduct an initiation fee and monthly dues, as specified by the secretary of the Union, from the wages of all employees covered by this Agreement.
 - b. The Union will furnish the Town with a signed statement by the employee that s/he authorizes the Town to deduct from his/her wages an initiation fee and Union dues. Dues deductions shall continue for the duration of this Agreement.
- 2.1 All employees in the collective bargaining unit shall, thirty (30) calendar days from 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, or pay the agency fee, during the term of this Agreement or any extension thereof, as a condition of employment.
- 2.2 The deduction for any month will be made during the third payroll week of said month and shall be remitted to AFSCME Council #4 not later than the last day of said month.
- 2.3 The amounts shall be remitted monthly to the AFSCME Council #4, with a list of names of employees from whose wages dues deductions have been made. The Union agrees to indemnify and save harmless the Town for any liability or sums which the Town is required to pay as a result of any claim arising out of the Town's compliance with or enforcement of the provisions of this Article.
- 2.4 The Town will place one (1) bulletin board in an accessible place in each department for the exclusive use of the Union.
- 2.5 The Town will post a copy of this Agreement on the intranet within fifteen (15) working days after the effective date of this Agreement. New employees will be given a copy of this Agreement at the time of hire.
- 2.6 The Director of Libraries is considered to be the Chief Executive Officer of the Library. The Director shall post notices governing the work schedule in the Library several days in advance of the day of their effect. Notices and Library closing should be posted not less than twenty-four (24) hours in advance of such closing.
- 2.7 Custodial Services Group, Seasonal and temporary employees, working (20) or more hours per week, shall become bargaining unit members and be entitled to all terms and conditions of the collective bargaining agreement after 120 calendar days of employment.

ARTICLE 3 SENIORITY

- 3.0 When a layoff takes place, new employees without a length of service record and part-time employees shall be laid off first.
- 3.1 If further layoffs take place, employees with the least departmental seniority shall be laid off first. Whenever an employee is scheduled to be laid off, s/he shall be entitled to replace any employee with less departmental seniority in an equal, lower or higher paid classification for which s/he is qualified. However, for Custodial Services Group employees only, said employees who are subject to layoff may displace the least senior employee within the school system provided they are qualified and physically capable of performing work available. Such position shall be of equal pay grade or less. Laid off permanent employees with the most seniority shall be rehired first, and no new employees shall be hired until all laid off employees have been given an opportunity to return to work.

Departmental seniority, for purposes of this Section, shall mean seniority within either the Public Works Department, Custodial Services Group, Library Department or Police Department for classifications recognized by this collective bargaining agreement.

- 3.2 All employees shall serve a probationary period of one hundred and eighty (180) calendar days after initial appointment and shall have no seniority rights during this period, but shall be subject to all other clauses of this Agreement, except sections pertaining to discipline and discharge. Disciplinary action up to and including discharge, or termination of employment for any reason, during an employee's probationary period shall not be subject to further review under the grievance procedure provided in this Agreement. All employees who have completed their probationary period shall be known as permanent employees, and the probationary period shall be counted in determining total seniority. Civilian Dispatchers shall serve a probationary period of nine (9) months.
- 3.3 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 Secretary of the Local. Any objection to the seniority list, as made, shall be reported within ten (10) calendar days.
- 3.4 Officers and stewards of the Union shall have superseniority in the event of layoff, providing they have the qualifications to perform whatever work is available and that a list of Union officers has been given to the Director of Human Resources for the upcoming fiscal year prior to July 1 of each year.
- 3.5 The seniority of former custodians¹ shall be grandfathered for purposes of bumping rights back into custodial services, provided that he/she is still qualified to perform custodian duties and he/she has custodian seniority over the least senior custodians.

¹ This language also applies to any former employee of public works, library or police if said employee transfers into a different department.

ARTICLE 4 PROMOTIONS

- 4.0 Vacancies and new positions shall be posted for a period of seven (7) working days and open to bid without exception, prior to outside posting or advertisement in a daily newspaper. Copies of the job and bid, a list of persons bidding for the job, and the appointment of the person to the job, shall be sent to the Union Secretary promptly at the end of the job posting period.

In addition, as they occur, the Union President or Secretary will be provided with a copy of all transfers, new hires, disciplinary actions, termination notices, approved leaves of absences exceeding 3 weeks, and demotions.

- 4.1 All vacancies shall be filled within a reasonable period of time from the date of an employee vacating a position or the establishment of a new position.
- 4.2 When a vacancy exists or a new position is created, consideration shall be first given to the employee with the highest departmental seniority, provided such employee is qualified for each position as demonstrated by his/her work record and ability to perform the work. The Town reserves the right to conduct examinations to determine such ability. If such employee refuses a promotion, or is found not to be qualified, the next senior employee shall be considered in the same manner, and so on, until the list of those who have bid on the job is exhausted. Employees who voluntarily give up a higher classification for a lower one shall have a one (1) year waiting period before they can bid on a higher classification again. These employees shall have the right to bid for a higher classification over any person outside of the bargaining unit, however, these employees are only allowed the opportunity to bid one (1) time within one (1) year of transferring in the lower position.
- 4.3 When an employee is retained in a vacancy or new position for a period of thirty (30) working days (ninety (90) working days for dispatchers), then s/he shall be considered qualified and allocated to said position if the position continues to exist; otherwise, s/he shall return to his/her former position.
- 4.4 The Town shall, when necessary, set up an on-the-job training program for employees so as to familiarize them with the operation and function of the different types of equipment that are used in the every day operation of the Department and also on any other job that may require a higher standard of skill. The training period shall be for a maximum of thirty (30) calendar days. In the case of civilian Dispatchers such training may exceed thirty (30) calendar days.
- 4.5 The employee shall receive no extra compensation during the allotted time for training under Article 4.4 other than being classified as qualified. Thereafter, when called upon to operate a piece of equipment or work at a job in a higher classification, s/he shall be paid according to the specification of the contract. Seniority will be a factor when on-the-job training is applied for. The employee selected shall have a training and qualification period as specified above after which s/he may be considered qualified. The trial period may be

less if there is mutual agreement between the department head and the Union that the employee is either properly qualified prior to the full trial period and thereupon shall begin receiving the rate of pay of the new classification, or the employee is found unable to learn the required duties and is returned to his/her former position and rate with no loss of seniority.

- 4.6 When, for any reason, technological changes take place within the Library, Public Works, Custodial Services Group, and Police Departments that require additional knowledge and/or skills on the part of an employee within his/her classification, such employee will be given the opportunity to acquire a knowledge and skill necessary to retrain. The Town shall establish at its own expense, during regularly scheduled working hours, an adequate retraining program for affected employees as necessary. The Town shall employ its best efforts to retain and retrain its employees in their current classifications.
- 4.7 In order to fill a vacancy in the bid schedule in the Police Dispatch Center, dispatchers shall re-bid an open bid slot, based on seniority, starting with the most senior dispatcher below the position of seniority the departing dispatcher held, as well as the newly qualified dispatcher, within two (2) weeks of the day the newly qualified dispatcher becomes fully qualified.
- 4.8 Custodial Services Group employees assigned a temporary position in a higher classification, due to another worker's illness, leave of absence or other reason approved by the Town, shall receive a salary adjustment of the higher classification for such time that the position is held beginning at the first hour and until the assignment is complete. Claims for the salary adjustment will be submitted on a weekly basis. Payment will be made to the employee in the following week. Upon return of the regular employee, the temporary employee will revert to his/her previous status.
- 4.9 When the Head Custodian is out for an approved absence by the Town, the Boiler Person at JFK, Fermi, and Enfield High School shall be the first to act, the floating day custodians and crew leader will act first. At the Elementary Schools, the floating day custodians and crew leader will act first, then the regular custodian.

ARTICLE 5 HOURS OF WORK, OVERTIME & HOLIDAY PREMIUM PAY

- 5.0 a. **Hours of work for Public Works Department Employees:**

The basic work day shall be eight (8) hours per day, five (5) days per week, Monday through Friday, from 7:00 a.m. to 3:30 p.m., with one-half (1/2) hour for lunch, from 12:00 Noon to 12:30 p.m. However, employees that use the rear end loaders and semi-automated refuse vehicles will still be entitled to the "early release" program.

b. **Hours of Work for Water Pollution Control and Transfer Station Employees**

The basic work day shall be eight (8) hours per day, five (5) consecutive days per week, scheduled Monday through Saturday, with a one-half (1/2) hour for lunch, for a normal work week of forty (40) hours.

c. **Hours of work for Library Employees**

The basic work day shall be seven (7) hours per day, five (5) days per week, Monday through Saturday.

d. **Hours of work for Civilian Dispatchers**

1. The regular work week shall be forty (40) hours per week, eight (8) hours per day, inclusive of a daily duty-free meal period.

2. There shall be three (3) established shifts:

7:00 AM to 3:00 P.M.

3:00 PM to 11:00 P.M.

11:00 P.M. to 7:00 A.M.

In reference to these shifts, the Town shall retain the right to modify the shifts, causing the time the employee shall report to work to be one (1) hour earlier or later, as shall be deemed necessary by the Chief.

3. All regular assignments shall be bid by seniority and posted at least one (1) week prior to being effective.

4. The duration of the assignment shall be the maximum of fifteen (15) weeks, (two (2) fifteen-week assignments may be bid at the same time) and posted at the time the assignments are bid. The duration time may be extended by mutual agreement between the Town and the Union. If additional assignments are established prior to the duration posted at the time of the bid, the bid shall be reopened on posting of the additional assignments.

5. The present system of staggered days off for dispatchers shall continue.

a. Employees at the transfer station and water pollution control plant will be given three (3) weeks' notice prior to any change in their schedule.

b. All employees shall be entitled to a fifteen (15) minute break in the first half of the workday to be scheduled at the discretion of the supervisor. No other breaks other than the meal break shall be taken. The policy of allowing one (1) Department of Public Works

employee on a work crew to leave before the break to purchase coffee and snacks for the other employees of the crew shall continue.

e. **Hours of work for Custodial Services Group Employees:**

The basic work day shall be eight (8) hours per day, five (5) days per week, Monday through Friday.

1. The basis work hours of the day shift shall be eight (8) hours within the hours of 6:00 a.m. to 4:00 p.m., with one-half (1/2) hour for unpaid lunch, Monday through Friday.
2. The basic hours of work for the night shift shall be eight (8) hours within hours of 12:00 noon and 11:00 p.m., with a twenty (20) minute paid lunch, Monday through Friday. Employees must remain on the premises for their paid lunch unless approved by their supervisor.
3. Employees requested to work Saturdays or on their day off, other than emergencies, shall be given twenty-four (24) hours' notice.
4. The Union president shall also receive prompt written notice of a change in working hours of bargaining unit Custodial Services Group employees.

f. **Hours of work for Building and Grounds – Alternative 4 Day Schedules**

1. **Up to Four B&G Positions (1- *Primary* Crew Leader and 3 Laborers)**
 - a. Shall be designated to work 10 hours each day (Monday – Thursday)
 - b. Crew Leader hours: 6:30 am – 5:00 pm
 - i. Crew Leader for this position shall receive Crew Leader rate of pay even if called into work on non-regular work day. However, Crew Leader may not have designated Crew Leader responsibilities on non-regular work days.
 - c. Laborer hours: 7:00 am – 5:30 pm
 - d. If called in scheduled off days:(O/T Fri. - Sat 1.5x)(O/T Sun./Hol. 2x)
 - e. O/T on regular workdays occurs after working 10 hours.
2. **Up to Four B&G Positions (1- *Secondary* Crew Leader and 3 Laborers)**
 - a. Shall be designated to work 10 hours each day (Wednesday – Saturday²)
 - b. Crew Leader hours: 6:30 am – 5:00 pm

² Management reserves the right to start the Saturday shift at 6:00 am provided employee receives 24 hours' advance notice.

- c. Crew Leaders for this position shall only receive Crew Leader rate of pay on his regularly scheduled Friday and Saturday work days. Any other work day he will receive Laborer's rate.
 - i. Laborer hours: 7:00 am – 5:30 pm
 - ii. If called in scheduled off days:(O/T Mon.-Tues.1.5x)(O/T Sun./Holiday 2x)
 - iii. O/T on regular workdays occurs after working 10 hours.

Paid Time Off

For purposes of time off, unless otherwise stated, all paid leave shall be converted to hours, so that employees do not receive any more paid time off than if they were working a (5 day - 8-hour) schedule.

Holidays

- Employees not working on a regularly scheduled holiday shall take off the first business day subsequent to that holiday (e.g. Memorial Day – an employee that normally works the “Wednesday – Saturday schedule” shall take off the first business day (Wednesday) subsequent to Memorial Day).
- If the holiday happens to fall on a Saturday, then the employee Wednesday-Saturday employee shall observe the holiday on Saturday and the Monday-Thursday employee shall observe the holiday on the Thursday before the Saturday Holiday.

To offset the Holiday conversion disparity, employees on the 4/10 schedule shall receive only two (10 hour) personal leave days.

Job Posting and Impact

- The job openings for these 4 day scheduled positions shall be posted in accordance with the collective bargaining agreement.
- No current B&G employee shall be bumped out of a job opportunity for which he is qualified.
- The Town shall designate one primary Crew Leader at all times. (e.g. if a Crew Leader is already working on a Tuesday in his primary shift and the Town needs to call all employees for a weather event/emergency, then the called in employee (who is normally a Crew Leader on the Friday shift) shall not receive crew leader pay while performing work in his “called in” capacity).

Cost Neutrality

- Both Parties agree that the implementation of the above referenced 4-day schedule shall be cost neutral for both the employee and Town.
- Unless otherwise addressed here within, neither the Town or employee shall receive any unintended benefit or consequence resulting from this new schedule implementation other than what is reasonably expected as described in the above language.

- Should either the Town or employee discover an unintended benefit or consequence, then both Parties shall agree to meet to resolve this issue as least expensively as possible.

5.1 Time and One-Half (1 1/2X) shall be paid for:

- a. All work performed in excess of eight (8) hours in any one (1) day and forty (40) hours in one (1) week.
- b. Contiguous overtime for Civilian Dispatchers before or after regularly scheduled duty hours, will be compensated at time and one-half (1 1/2X) rates in the same manner presently afforded regular police officers.
- c. All work performed on Saturday as such. Library Department, Water Pollution Control Department employees and Transfer Station employees shall receive a ten percent (10%) differential when working on a work week other than Monday to Friday instead of time and one-half (1 1/2X).

5.2 Except for Civilian Dispatchers and the Custodial Services Group, double time (2X) shall be paid for:

- a. All Work performed on Sunday as such.
- b. All work performed on holidays plus regular holiday pay.
- c. Civilian Dispatchers shall be paid double time when working on a holiday that they are not scheduled to work.
- d. Custodial Services Group employees shall be paid double time for hours worked on Sunday, Thanksgiving Day, Christmas Day, New Year's Day, and Independence Day.

5.3 a. Full-time employees shall be given first preference on all overtime assignments within their assigned division.

- b. All overtime work shall be distributed equally among employees within classifications over a one (1) fiscal year period.

- c. An employee, summoned for overtime who refuses to come in, shall be dropped to the bottom of the call-in overtime list, and s/he will be charged on the overtime list with the scheduled overtime as if s/he had worked. Likewise, a person who works overtime will be charged on the overtime list with the scheduled overtime. Employees will be charged in the amount equal to the amount of overtime paid, i.e. 4 hours overtime will be charged at 6 hours, 4 hours double time will be charged at 8 hours.

- d. A record of each employee's charged overtime shall be posted and kept current weekly.
 - e. The Town will normally fill its overtime schedule on a voluntary basis by polling qualified bargaining unit employees within each division of the department, starting with the division requiring such overtime. Should the Town be unable to fill its overtime slots in this manner, then the least senior qualified employee(s) within a classification and by the division(s) requiring such overtime may, at the discretion of the Town, be required to work overtime.
 - f. All overtime for dispatchers, exclusive of probationary dispatchers or dispatchers on approved leave of absence shall be filled on a mandatory basis in order to meet the needs of the department. The mandatory overtime shall be based on a rotation system of the seniority list starting from the bottom of said list.
 - g. For the purpose of this section, departments shall mean Public Works Department, Police Department, Custodial Services Group, and Library Department. Within the Public Works Department, divisions shall mean the Highway Division, Solid Waste Division, Fleet Services Division, Water Pollution Control Division, and Building and Grounds Maintenance Division.
 - h. Custodial Services Group work within the School and Town Buildings will be done by Custodial Services Group employees unless there are no bargaining unit employees available except for part-time employees working less than twenty (20) hours per week.
 - i. Custodial Services group employees working the evening shift shall work the day shift schedule during those days when schools are not in session, whenever assigned by Management.
- 5.4 Overtime within classifications in the Public Works, Custodial Service Group, Library Departments, and Civilian Dispatchers shall be equalized within twenty (20) hours during a fiscal year. **The Buildings & Grounds Employees – Alternative 4-Day Schedules shall be treated in their own separate class for each shift for purposes of equalizing overtime.** Any employee not equalized within twenty (20) hours shall be compensated his/her regular hourly rate for the number of hours required to be equalized. Civilian Dispatchers who are out on sick leave shall not be charged with overtime for the first three (3) weeks of their sick leave. Civilian Dispatchers will be charged with overtime for days on sick leave that are in excess of the first three (3) weeks of their sick leave. Department of Public Works employees who are out on worker's compensation will be charged with the average number of overtime hours that are worked by other employees in their division during the period of their absence. Overtime shall not be charged for vacations, stand-by (when no one else is called in), and funeral leave.
- 5.5 Except for Custodial Services Group employees, When a full time employee is called in to work outside of his/her regularly scheduled working hours and when such hours are not contiguous with the initial or terminal hours of the regular working hours, s/he shall be paid

a minimum of four (4) hours at time and one-half (1 1/2X) of his/her regular hourly rate.

Custodial Services Group employees called in to work outside of their regularly scheduled working hours, shall be paid a minimum of two (2) hours pay at time and one half (1 1/2) their regular hourly rate.

- 5.6 Except for civilian dispatching, and building maintenance work, all bargaining unit work will be done by bargaining unit employees unless there are no bargaining unit employees available.
- 5.7 Except for Custodial Services Group employees, when employees are requested to work Saturdays, other than for emergencies or when such Saturday work is part of their regular work schedule, such employees shall be requested to do so at least eight (8) hours in advance by the employee's supervisor.
- 5.8 ~~The current Town policy with respect to~~ **With respect to the Highway Division and the Buildings and Grounds Division, the** standby pay shall be \$150 ~~per week.~~ **\$250 per week. The standby season for these two divisions shall be from the first full week in November until the first full week in April. The standby week shall be from 3:00 p.m. Friday to 7:00 a.m. the following Friday. The Supervisor has sole discretion whether the standby individual takes a vehicle home and which vehicle is taken, if any. In order to be eligible for a vehicle, employee must be within a thirty (30) minute commute to their respective garage.**
- 5.8 The determination of the need for any overtime is at the sole discretion of the Department Head.
- 5.10 All overtime work shall be distributed equally among custodial services employees within all classifications within assigned schools/buildings, over the course of a fiscal one year period.
- A night shift differential (12:00 P.M. - 11:00 P.M.) of 5% will be paid.
- Any scheduled eight-hour shift that requires a custodian to work beyond 7:00 p.m. will be paid at night shift differential rates.
- 5.11 When a school facility is scheduled for use by a civic or any organization, outside regular working hours, the custodial time slot required will include one-half hour prior to the starting time of the function or meeting and provide at least one-half hour after the function to allow the custodian to check and secure the building. Custodians will be paid at the prevailing wage schedule for the actual hours worked.
- 5.12 Custodians are not eligible for free cafeteria lunch.

5.13 (New Section) Water Pollution Control Emergency Response Operator ("ERO")
required during on-call hours (Friday 1500 through the following Friday at 0700).
Voluntary staff members will participate in rotation and the following positions in the
department can participate in the Emergency response program:

I. Licensed Wastewater Operators

- a. ERO's will carry and utilize a mobile phone and Toughbook laptop for monitoring and responding to emergencies.
- b. ERO's will respond in a timely manner during their emergency response week unless the operator has an unforeseen circumstance (Vehicle troubles, family emergency, medical emergency, etc.) or personal reason.
- c. It is the responsibility of the scheduled ERO to ensure the shift is properly covered. They are expected to fill the duty schedule or arrange a substitute.
- d. Per this MOU, if the ERO has an unanticipated absence, they must contact their immediate supervisor after exhausting all efforts to get the coverage to aid in finding someone to fill the on-call duties.
- e. The Superintendent will have final say in excusing an absence.

II. Schedule

- a. The EROs will voluntarily select weeks at the start of the fiscal year by seniority and choose in a rotational basis.
- b. On-call coverage is for one week, operators will have a weekly rotation starting Friday 1500 through the following Friday 0700.
- c. Participants may swap or find a substitute for their on-call rotation. Compensation for partial swaps shall be approved.
- d. Swaps and substitutions will be for 3 days or less to still receive compensation. Swaps or substitutions over 3 days will forfeit compensation and given to the substitute.
- e. For safety purposes, any call that requires more than one person to resolve the ERO will refer to the established current WPC overtime list and first contact the employee with the minimum amount of overtime hours.
- f. After all efforts have been exhausted to call in the primary operator responsible for respective area, the ERO may then call in those not directly responsible to handle the emergency.

III. Compensation:

- a. Operators will be paid a stipend of \$250.00 along with a 4 hour minimum call in time.
- b. Operators will be NOT paid mileage.
- c. Operators will be "on the clock" at the moment of receiving the call to respond.
- d. On-call compensation for emergency response will be a 4 hour minimum call in time at 1.5 times the hourly rate for after normal working hours except on Sundays and holidays which will be 2.0 times the hourly rate.
- e. When the operator must physically respond to emergencies, participants shall be paid at 1.5 times the hourly rate for after normal working hours except on Sundays and holidays which will be 2.0 times the hourly rate. If there should be a call back and the callback is within the four hour minimum, the ERO will not get an additional 4 hour call in. If the second callback outside of the 4 hours of the original call after clocking out from the first call, the ERO will receive another 4 hour minimum paid response.

- f. Overtime shall not be charged for vacations, stand-by (when no one else is called in), and funeral leave.

IV. Responsibilities: *INCLUDING BUT NOT LIMITED TO**

- a. Alarms and calls from any and all of the 16 pumping stations.
- b. Sewer calls and street emergencies
- c. Jetting and VPT usage
- d. Emergency "Call before you dig" mark outs.
- e. Main plant alarms

**ARTICLE 6
GRIEVANCE PROCEDURE**

- 6.0 The purpose of this grievance procedure shall be to settle employee grievances on as low an administrative level as is possible and practical so as to insure efficiency and employee morale.

Grievances arising out of matters covered by this Agreement and disputes and consultations on any questions arising out of the employer-employee relationship will be processed in the following manner:

- 6.1 A grievance shall be defined as a complaint concerning any of the following:
- a. A claimed violation, misinterpretation or misapplication of a provision of this collective bargaining agreement;
 - b. Past practices;
 - c. Laws or Town policies or procedures applying to employee wages, hours or working conditions.
- 6.2 Employee and Immediate Supervisor
- a. An aggrieved employee and/or the Union on behalf of any aggrieved employee shall within ten (10) calendar days of the occurrence giving rise to the grievance, present to the immediate supervisor of the employee the facts pertaining to the problem or incident.
 - b. The immediate supervisor shall adjust the problem at once and, if not so adjusted, shall hold a meeting to discuss the grievance with the employee and his/her representative within ten (10) calendar days of his/her receipt of the written grievance and, within ten (10) calendar days from this meeting, the supervisor shall notify in writing the employee and his/her representative of his/her decision.
- 6.3 Employee and Department Head

- a. If the Union feels that further review is justified, all the facts pertaining to his/her problem shall be presented in writing to the Department Head within ten (10) calendar days.
- b. The Department Head shall hold a meeting to discuss the grievance with the employee and his/her representative within ten (10) calendar days of his/her receipt of the written grievance and, ten (10) calendar days from this meeting, the Department Head shall notify in writing the employee and his/her representative of his/her decision.

6.4 Employee and Administrative Head

- a. In case of an adverse decision, the Union may request further review by the Town Manager or his/her designee within ten (10) calendar days of the Department Head's decision.
- b. Not later than the next scheduled monthly grievance meeting (date and time as mutually agreed between the Town and Union), the Town Manager or his/her designee shall have a meeting to discuss the grievance with the grievant and/or his/her representative. The Town Manager or his/her designee shall give his/her written answer to the grievance within fourteen (14) calendar days of the grievance meeting.

6.5 Mediation & Arbitration

- a. In the event the Union feels that further review is justified, the Union may elect to seek mediation of the grievance before the Connecticut State Board of Mediation and Arbitration (**verbal warnings are not subject to arbitration or mediation**). The Union's request for mediation shall be in writing and must be filed with the State Board not later than thirty (30) calendar days following the Union's receipt of the written answer of the Town Manager. The Union will advise the Town Manager, in writing, of their submission of the grievance to mediation at the time of the filing.
- b. If the grievance is not resolved through mediation, the Union may seek arbitration of the grievance before the State Board. The Union's request for arbitration shall be in writing and must be filed with the State Board within fifteen (15) calendar days of the mediation hearing. If the Union chooses to seek only arbitration of the grievance, they shall have thirty (30) calendar days from receipt of the decision of the Town Manager in Step 6.4 to file such a request with the State Board. In either event, the Union will notify the Town Manager in writing of their submission of the grievance to arbitration at the time of filing.

- 6.6 When contract negotiations take place during working hours, up to three (3) officers of the Union shall be afforded the necessary amount of time without loss of pay to conduct such business. When step three grievance meetings take place during working hours up to two

(2) officers of the Union and the grievant shall be afforded the necessary time without loss of pay to attend such meetings. The grievant and one (1) officer of the Union shall be afforded the necessary time off without loss of pay for step one and two grievance meetings.

- 6.7 Failure of the employer or the Union to insist upon compliance with any provision of this Agreement at any given time or times, under any given set or sets of circumstances, 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, whether the circumstances are or are not the same.
- 6.8 The arbitrator(s) shall have no authority to add to or subtract from or otherwise modify the terms of this Agreement.
- 6.9 Failure at any step to appeal within the prescribed timelines shall be considered time barred for the Union to appeal to any subsequent step of the grievance procedure.

ARTICLE 7 VACATION

- 7.0 All employees' annual vacation leave with pay shall be earned by all regular full-time and part-time employees whose normal workweek is twenty (20) hours or more in the following manner:

<u>Full Years of Service</u>	<u>Days Per Full Month of Continuous Service</u>	<u>Maximum Earned Days Per Year of Continuous Service</u>
Date of hire through 5 th full year	$\frac{5}{6}$ day	10 days
More than 5 years through 7 th full year	1 $\frac{1}{4}$ days	15 days
More than 7 years through 9 th full year	1 $\frac{1}{3}$ days	16 days
More than 9 years through 11 th full year	1 $\frac{2}{5}$ days	17 days
More than 11 years through 13 th full year	1 $\frac{1}{2}$ days	18 days
More than 13 years through 15 th full year	1 $\frac{3}{5}$ days	19 days
More than 15 full years through	1 $\frac{2}{3}$ days	20 days

24th full year

More than 24 full years

2 ¹/₁₂ days

25 days³

- 7.1 Vacation time must be used within one (1) year from the date when it accrues, unless other arrangements are approved in writing first by the employee's Department Head. Vacation leave may not be granted until an employee has served a minimum of six (6) months of continuous service. The other half of the employee's accrued vacation earned in the 2001-2002 fiscal year and 2014-2015 for custodial employees (if applicable) shall be paid to the employee in cash, only upon separation from the Town, at the employee's then current hourly rate of pay.
- 7.2 Employees shall apply 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 choice according to seniority within the Department or its Divisions.
- 7.3 When an observed holiday, as established by this Agreement, occurs during a regular vacation, said holiday shall not be charged against the employee's earned vacation time.
- 7.4 An employee who becomes ill on vacation leave may not charge such illness to sick leave unless the employee files with his or her Department Head a physician's certificate describing the nature and duration of the illness.
- 7.5 Employees who are transferred, promoted or demoted from a position in one department/division to a position in another department/division, without a break in continuity of service, shall carry their accrued vacation leave with them to their new position.
- 7.6 In the event of an employee's death, his spouse, and/or beneficiary, and/or minor children shall receive, on the basis of the employee's current wages, full compensation of any accumulated vacation leave.
- 7.7 Since the purpose of vacation leave is rest and relaxation, no additional salary shall be paid an employee in lieu of vacation.
- 7.8 Except for Custodial Services Group employees' vacation leave shall be determined by the length of continuous service. For purposes of computing vacation leave, employees who leave Town employment and are later restored to Town employment shall be considered as new employees, except for employees who leave Town employment for military service, they shall be accorded their rights under Article 8.8 of this contract.

³ Employees eligible to receive 25 days understand and agree that 5 of those vacation days can't 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.

- 7.9 Except for Custodial Services Group employees, employees who resign in good standing or who are laid off for lack of work 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 days prior working 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 the reasons for leaving the employ of the Town. Normally, leave time shall not be granted during said required period of notice.
- 7.10 For dispatchers, the Town of Enfield shall post a vacation calendar sign-up sheet. In concurrence with each 2 consecutive 15-week periods, (during each 15-week bid period), vacation time will be approved based on the needs of the Department then by seniority. Individual dispatchers shall have two (2) scheduled working days from receipt of the vacation calendar to sign up for vacation. Failure to do so will result in the calendar being passed to the next senior dispatcher with the calendar not being returned to the non-compliant dispatcher until after the least senior dispatcher has completed the calendar.
- 7.11 Custodial Services Group Employees shall continue the following practices regarding their vacation time:

Employees who have completed twenty-four (24) years of service shall be entitled to a vacation of twenty-five (25) days annually. Employees eligible to receive 25 days understand and agree that 5 of those vacation days can't 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.

Annually on or before April 15th of the current fiscal year, fix a date when requests for vacations shall be submitted by employees. Effective July 1, 2013 there will be a new cap in place limiting the number of custodians per day taking accrued time off. The new cap number will be twelve (12) for first and second shift *combined* and will be seniority based; custodial staff will also have a FIRM deadline of April 15th to submit all requests for time off. Any requests made after that date will be scheduled at the discretion of the Facilities Manager. Exceptions to the cap, to be decided on by the Facilities Manager, could/will include the following:

- Spring break and Christmas break.
- Extenuating circumstances, to be approved by Facilities Manager.
- Any requested days off exceeding the new cap, but approved before July 1, 2013, will be accepted.

*With respect to custodians requesting time off well ahead of time: If the cap is full for a certain day, custodians with more seniority should try to avoid submitting a request for the same date without ample notice: e.g., if custodian "A" requests the first week of May off three months ahead of time, custodian "B" should not request the same week off at the April 15th (current fiscal year) deadline. This would be considered unreasonable.

- a. Selection by employees shall be by seniority within each school.
- b. Pro-rata earned accumulated vacation pay shall be granted to employees working less than forty (40) hours per week and who are covered by this Agreement, providing they lack coverage with their primary employer.
- c. No more than three (3) weeks vacation time shall be taken during the annual summer school vacation period and no vacations shall be taken two (2) weeks prior to the opening of school in September.
- d. Pro-rata earned accumulated vacation pay shall be granted to an employee in the event he terminates his/her service with the Town providing the employee gives two (2) weeks prior written notice of such termination, except in emergencies.
- e. When a holiday occurs during a regular vacation, said holiday shall not be charged against the employee's earned vacation time, and a day for such holiday shall be added to the employee's vacation pay.
- f. Provided an employee becomes hospitalized while on vacation, employee's vacation will stop and sick leave will start provided verification is submitted to the Supervisor.

7.12 [NEW LANGUAGE] Library Employees (Vacation Calendar)

For library employees only, a 12-month vacation calendar sign-up sheet will be posted every 6 months. The calendar will be distributed by seniority. Employees can request up to 150% of their maximum vacation time (i.e., an employee with 5 weeks accumulated vacation time may reserve up to seven and a half weeks, though he/she is limited to using 5 of them.)

At the end of the sign-up period, the most senior employee who signed up for a week will be guaranteed it. If an employee backs out of time previously requested, the next senior employee to request time will be granted the time off if it was previously denied.

At any time after all employees have had an opportunity to sign-up, any union member, regardless of seniority, can request time on the calendar using the "Request for Leave" form as long as the total requested doesn't exceed 150% of their time.

ARTICLE 8 LEAVE PROVISIONS

- 8.0 Except for Custodial Services Group employees, each employee, shall accumulate sick leave at the rate of one and one-quarter (1 1/4) day per month of service for a total of fifteen (15) days in any one year with no limit to the amount of unused sick leave that can be accumulated. 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.

Employees Hired After July 1, 2010

All employees hired after July 1, 2010, 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. 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.

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

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

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

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

described below. 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

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

- a. Each employee's attendance will be reviewed in January of each year for the previous calendar year. If an employee has had more than six occasions of sick leave in the previous calendar year (exclusive of any sick leave taken while the employee was on Family and Medical Leave Act leave), 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.

8.1 A doctor's certificate shall be required from employee(s) after three (3) consecutive

working days of absence immediately upon return to work.

8.2 Sick Time Accumulation and Payout:

<u>TYPE OF EMPLOYEE</u> <u>TIER I</u>	<u>Sick Time Accumulation</u>	<u>Sick Time Payout Upon Retirement or Death</u>
Non Custodial Employees hired prior to July 1, 1985.	1¼ days per month for a total of 15 days in 1 year. Unlimited accumulation for usage.	Full pay, up to a maximum of 120 days or the number of days accumulated as of June 30, 1980, whichever is greater.
Non Custodial Employees hired on or after July 1, 1985, but prior to July 2, 2010.	1¼ days per month for a total of 15 days in 1 year. Unlimited accumulation for usage.	25% of any accumulated sick leave, full pay, up to a maximum of 120 days.
Custodial Employees hired prior to July 1, 2005.	1¼ days per month for a total of 15 days in 1 year. Accumulation up to 180 days.	25% of any accumulated sick leave, full pay, up to a maximum of 120 days.
Custodial Employees hired after July 1, 2005, but prior to July 2, 2010.	1 day per month for a total of 12 days in 1 year. Accumulation up to 180 days.	25% of any accumulated sick leave, full pay, up to a maximum of 120 days.
<u>TYPE OF EMPLOYEE</u> <u>TIER II</u>	<u>Sick Time Accumulation</u>	<u>Sick Time Payout Upon Retirement or Death</u>
Non Custodial Employees hired on or after July 2, 2010.	1 day per month for a total of 12 days in 1 year. Unlimited accumulation for usage.	\$40 per day for all accumulated days not to exceed 90.
Custodial Employees hired on or after July 2, 2010.	1 day per month for a total of 12 days in 1 year. Accumulation up to 180 days.	\$40 per day for all accumulated days not to exceed 90.

- 8.3 In the exceptional cases, the Town Manager may grant additional sick leave with pay provided that all benefit time has been exhausted. Request for such additional sick leave shall be in writing and must be signed by the employee.
- 8.4
- a. Employees shall inform their supervisor of their need to be absent prior to their regularly scheduled starting time and each day thereafter when return to work is doubtful as a result of injury or disease.
 - b. Dispatchers shall inform their supervisor of their need to be absent a minimum of two (2) hours prior to the commencement of their regularly scheduled starting time and each day thereafter when return to work is doubtful as a result of illness, injury or disease.
- 8.5 For Custodial Services Group Employees, sick leave may be used for:
- 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).]**

Unless prevented by circumstances beyond employee's control, employee must report an illness by 6:30 a.m. for the day shift and 12:00 noon for the night shift(s) in order to receive payment for the day.

A medical certificate may be required by the Supervisor after absence of five work days.

The Town reserves the right to extend sick leave under extenuating circumstances. Request for such additional sick leave shall be in writing and must be signed by the employee. Upon request of the Human Resources Director, personnel on extended sick leave shall furnish a doctor's certificate from their attending physician.

- 8.6 Sick Leave Pool.
- a. The recipient employee or his/ hers designated representative should make an application in writing to the committee and given to the Human resource office requesting that he / she be considered for eligibility for donation of sick days. This applicant request must indicate the nature of the illness involved.
 - b. The committee composed of two bargaining unit representatives and two management representatives will be established to certify the eligibility of the applicant employee. All requests will be sent to the Town Manager from the committee for verification and the Town manager will cast any tie breaking vote if needed. Requests will be based on:

- (i) The nature and duration of the illness.
 - (ii) The number of sick days, personal and vacation days remaining in the employees own account.
- c. An eligible illness should be categorized as extended and catastrophic. Illnesses that fall into this category include, but are not limited to, cancer, cardiovascular illness, illness needing surgery and/or extended recuperation, debilitation infectious (e.g. T.B, meningitis, etc.) or disabling musculoskeletal difficulties. Pregnancy and acute, short term illness are excluded.
- d. A pool will be formed which will contain days which the eligible employee may draw. This pool will be formed with Voluntary contributions of ALL 1029 employees with a maximum of five (5) days per year, per volunteering employee.
- e. The maximum number of pooled days which an employee can use will be limited to 183 days per year starting from day one (1) of donated time.
- f. If further donated time is needed during the same year of said illness the employee or his/ hers representative can request to the Town manager in writing and a copy given to the Committee for the additional time by way of a signup sheet.
- g. Eligibility for use of the Sick Bank pool the employee must have donated sick time during the fiscal year.

8.7 Custodial Services Group employees shall be granted leave with pay for the following reasons:

- a. Special leave shall be granted for bona fide jury duty, with the Town paying the difference between the employee's regular pay and his compensation for said jury duty, providing the employee notified their supervisor immediately upon being notified of jury duty.
- b. 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 purpose of this clause is defined as parents, grandparents, spouse, brother, brother's-in-law, sister, sister's-in-law, child or grandchild, stepchild and also any relation who is domiciled in the employee's household.

c. Injury Leave

Injury leave, as distinguished from sick leave, shall mean paid leave given to an employee due to absence from duty caused by an accident or injury that occurred while the employee was engaged in the performance of his duties. Employees of the Town are covered by Insurance and are paid stated amounts due to injuries sustained on the job. The Town, in case of injury leave shall supplement the

payments of the insurance company so that the employee will receive full pay during his absence for a period not to exceed six (6) months.

d. Military Leave

Military Leave, not to exceed two (2) weeks, shall be granted to 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 regular and military salary.

1. Employees entering the military service of the United States shall be entitled to leave without pay.
2. No employee shall lose any seniority standing because of military service.
3. On return from military service, an employee shall be reinstated in his former job or one of like rank and pay, provided he reports for duty within ninety (90) days of his discharge from military service.

- e. Upon retirement or death, a Custodial Services Group employee shall be paid \$40.00 per day for all accumulated sick days not to exceed ninety (90) days. In case of death to be paid to the beneficiary.

8.8 Except for Custodial Services Group employees leave shall be granted with pay for the following reasons:

- a. Special leave shall be granted for required jury duty, with the Town paying the difference between the employee's regular pay and his/her compensation for said jury duty.
- b. 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, stepchild, son-in-law, daughter-in-law, aunts, uncles and also any relation who is domiciled in the employee's household.

c. Injury Leave

1. Injury Leave shall be defined as time off the job as a result of physical incapacity caused by an accident, injury or occupational disease arising out of and in the course of employment.
2. An employee who sustains a work-related accident and/or injury shall forthwith notify the immediate supervisor who shall implement workers' compensation insurance procedures for timely reporting to the Personnel Office.

3. 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.
 4. It is recognized that the Town has a need to be informed of the status of an employee who is absent due to an injury compensable under workers' compensation. Therefore, the employee will comply with reasonable request for reporting to his supervisor during any period of absence.
 5. Employees receiving workers compensation benefits will have their vacation and sick leave balances frozen after they have been out of work for 60 consecutive calendar days until they return to work.
 - d. 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 regular and military salary.
 - e. Three (3) union officials shall be allowed the required time without loss of pay to attend official Union conventions and conferences, not to exceed fifteen (15) working days each year for all three (3) officials combined.
 - f. Employees, including Custodial Services Group employees shall be allowed time off with pay for a maximum of three (3) days per year for the purpose of attending family obligations in his/her immediate family which, of necessity, requires his/her attendance. Employees shall apply to their supervisor, in writing, stating the purpose and the reasons for the need for such time off.
 - g. Other leaves with pay may be granted by the Town Manager for other than the above purposes if such leave will benefit the interests of the Town.
- 8.9
- a. The Town Manager may grant leaves of absence without pay for a period not to exceed two (2) years.
 - b. Employees who are activated for military service in the guards or reserves of the United States or States of Connecticut or Massachusetts will be entitled to indefinite leave without pay for the period of time that they have been activated.
- 8.10 During the period of leave without pay, except for military leave, the employees shall not be credited for length of service and shall not be credited with time for the purpose of accruing sick leave or vacation time.

- 8.11 An employee shall be reinstated from 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.
- 8.12 Any employee who is on leave of absence without pay shall not be paid for any holiday or 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. Authorized leaves of absences for one (1) month or less will not be used as a basis of reducing employee benefits.
- 8.13 a. No employee shall lose any seniority standing because of military service, including service in the National Guards or organized reservists.
- b. On return from military service, an employee shall be reinstated in his/her former job or one of like rank and shall receive credit for the yearly increments awarded during his/her absence on military services provided that s/he reports for duty within ninety (90) calendar days of his/her discharge from military service. For those hired by the Town for the first time, up to two (2) years of the salary schedule will be given for military service.
- c. The Town will pay to the employee's retirement fund the employer's annual assessment.
- 8.14 The employee's accumulation of sick leave, upon leaving, shall be retained to his/her credit when s/he returns.
- 8.15 Upon termination of his/her services with the Town, due to a medically certified disability, an employee shall receive, on the basis of the employee's current wages, full compensation for any unused accumulated sick leave up to a maximum of one hundred twenty (120) days as severance pay. An employee who has accumulated more than one hundred twenty (120) sick leave days as of June 30, 1980 shall receive full compensation for the unused accumulated sick leave days remaining in his/her sick leave bank as of his/her termination date, not to exceed the number of days accumulated as of June 30, 1980. Any employee hired on or after July 1, 1985, upon termination of his/her services with the Town due to a medically certified physical disability shall receive on the basis of the employee's current wages, full compensation for 25% of any unused accumulated sick leave as severance pay.
- 8.16 An employee upon request, shall be granted maternity leave in accordance with the Family Medical Leave Policy to commence upon certification from the employee's doctor that she is physically disabled from work. An employee on maternity leave is eligible for paid sick leave in accordance with Article 8, Section 8.0 a. and weekly disability benefits under Article 12, Section 12.0c. of this Agreement. An employee who intends to return to her same position must so notify her Department Head in writing prior to the last scheduled work day.
- 8.17 Family Medical Leave. Family Medical Leave shall be available to employees in

accordance with the Town of Enfield Family Medical Leave Policy as agreed between the Town and the Union and which is made part of this Agreement.

ARTICLE 9 HOLIDAYS

- 9.0 Except for Custodial Services Group employees, the following holidays shall be observed as days off with full pay:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Lincoln's Birthday	Thanksgiving Day
President's Day	Christmas Day
Good Friday	Independence Day
Memorial Day*	Floating Holiday
Labor Day*	

Civilian Dispatchers may be required to use paid holiday benefit days or dates other than the holidays themselves as the needs of the department require. In addition to the above holidays, Civilian Dispatchers will also receive Easter as a holiday.

*Library closed Memorial Day and Labor Day weekends. Library closes at 5:00 p.m. on the day before Thanksgiving, and New Year's Eve.

- 9.1 Custodial Services Group employees shall observe the following holidays as days off, with full pay:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Presidents Day	Veteran's Day
Good Friday	Thanksgiving Day & Day after
Memorial Day	Christmas Day & first working Day after
Independence Day	Floating Holiday*

* to be used when school is not in session

1. A day, with pay will also be granted whenever schools are closed because of state statute or governor's proclamation. Employees required to work such day will be granted a day off at a time mutually agreeable with the Supervisor and employee.
2. Under Section 9.1 a 7 b, if an employee works on the Friday or Monday for holidays noted in Section 5.2 , the premium pay shall apply.
3. If school is scheduled during any of the above-named holidays, a substitute day off shall be guaranteed at a mutually agreed to time between the employee and the Supervisor.

4. If an employee works on the actual holiday noted in section 5.2.d a premium pay would be in accordance with 5.1.c and /or 5.2.d
- 9.2 Except for Civilian Dispatchers:
- a. Holidays falling on a Saturday shall be celebrated on the preceding day.
 - b. Holidays falling on Sunday shall be celebrated on Monday.
 - c. For employees of the Department of Public Works if the actual holiday falls on a Saturday it will be celebrated on the Friday before. Any work performed on the Friday before the actual holiday will be compensated at the rate of double time. Any work performed on the actual holiday on Saturday will be compensated at the rate of time and one-half. If the actual holiday falls on a Sunday it will be celebrated on the following Monday. Any work performed on the Monday following the actual holiday will be compensated at the rate of double time. Any work performed on the actual Sunday holiday will be paid at the rate of double time pursuant to Article 5.2.a
- 9.3 Whenever any of these holidays occur while an employee is out on paid sick leave, the employee shall be paid for the holiday and shall not be charged for the sick day.
- 9.4 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.
- 9.5 Library employees will have the day before Christmas as a paid holiday in lieu of Lincoln's Birthday. In the event that the Library is open on the day before Christmas, if bargaining unit personnel are required to work, they will be compensated at the rate of time and one-half.
- 9.6 Dispatchers actually working on any of the following holidays on a regular scheduled basis will be paid at the time and one-half rate of their regular rate of pay for all work performed on that holiday: New Year's Day, Memorial Day, Independence Day, Easter Sunday, Labor Day, Thanksgiving Day and Christmas Day.
- 9.7 Any Dispatcher that previously worked the 6-2 schedule and then lost 3 vacation days when the Town converted to the 5-2 schedule shall have said vacation days reinstated prospectively effective upon contract ratification by both parties.

ARTICLE 10
PRIOR PRACTICE

- 10.0 Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that employees have enjoyed heretofore unless said practice is superseded by a revision of this Agreement.

ARTICLE 11 WAGES

- 11.0 Wage scales, classifications of positions and class specifications shall be negotiated and made part of this Agreement.
- 11.1 Employees promoted to a higher classification or working in a higher classification shall be paid the rate representing the next higher amount of pay, in the classification so assigned, above that previously paid.
- 11.2 Employees assigned to work in a higher classification for a period of thirty (30) consecutive days or more shall be credited with such time in the event said employee is permanently promoted and is less than maximum rate.
- 11.3 Employees are entitled to the wage scales and increments upon completion of the periods of time as set forth in Appendix A.
- ~~a. Effective upon ratification and adoption by both parties, all rates of pay on the pay plan in effect on June 30, 2017, shall be increased by zero percent (0%).~~
 - ~~b. Effective July 1, 2018 all rates of pay on the pay plan in effect on June 30, 2018, shall be increased and retroactive by two percent (2%).~~
 - ~~c. Effective July 1, 2019 all rates of pay on the pay plan in effect on June 30, 2019, shall be increased by three percent (3%).~~
 - ~~d. Effective July 1, 2020 all rates of pay on the pay plan in effect on June 30, 2020, shall be increased by three percent (3%).~~
 - e. **Effective upon ratification and adoption by both parties, all rates of pay on the pay plan in effect on June 30, 2021, shall be increased and retroactive by three percent (3%).**
 - f. **Effective July 1, 2022 all rates of pay on the pay plan in effect on June 30, 2021, shall be increased by three percent (3%).**
 - g. **Effective July 1, 2023 all rates of pay on the pay plan in effect on June 30, 2023, shall be increased by three and one-quarter percent (3.25%).**
- 11.4 Library Department shall receive a shift differential of five percent (5%) when working on a shift that extends beyond 5:00 p.m. This does not apply to employees who are working beyond 5:00 p.m. on an overtime basis, either as a continuation of the day shift or as an overtime call-in. Employees assigned to Water Pollution Control Division second shift shall receive a 5% shift differential unless assigned to the shift as an overtime assignment whereupon they will receive time and one-half (1 1/2X) the regular hourly rate in lieu of

the shift differential. The Water pollution Control shift differential shall be included in all payments for paid benefit time, i.e. vacation, sick leave, etc. for those who are regularly assigned to the second shift.

- 11.5 At the Water Pollution Control Plant a ten percent (10%) shift differential shall be paid for any established regular eight (8) hour shift which commences at or after 3:30 p.m.

- 11.6 Employees regularly assigned to the Water Pollution Control Plant shall in addition to regular pay, receive the following payment for certification achieved through accepted State or Federal course:

State Certification for Grade I Operator	\$150
State Certification for Grade II Operator	\$300
State Certification for Grade III Operator	\$1000
State Certification for Grade IV Operator	\$1250

Certification credit payments for Water Pollution Control Plant employees shall continue to be made in a lump sum on the first day of March each year.

Mechanics assigned to Fleet Maintenance will be paid ~~\$300.00 annually on the first day of March each year if they are ASE certified~~ twenty-five cents per hour (25¢) per hour per ASE certification obtained on the approved list below with a maximum of no more than 16 individual certifications (or \$4.00 more per hour).

- Automobile series A1 – A9
- Medium/Heavy Truck series T1 – T8
- Advanced Level series L1 - L3

ASE Master Certified Mechanics assigned to Fleet Maintenance will be paid twenty-five cents per hour (25¢) per hour per ASE Master Certification obtained on the approved list below with a maximum of no more than 2 Master Certifications (or 50¢ more per hour).

- Automobile series A1 – A9 8 of these needed for Master Status
- Medium/Heavy Truck series T1 – T8 7 of these needed for Master Status

Part Clerks assigned to Fleet Maintenance will be paid twenty-five cents per hour (25¢) per hour per ASE certification obtained on the approved list below with a maximum of no more than 1 certification (or 25¢ more per hour).

- Parts Specialist P1 – P4 (Total of 3 tests available since P3 no longer exists).

NOTE: These tests cannot be taken unless employee can document work experience:

- 2 years for Parts, Automotive and Truck series,
- 3 years for Advanced series.
- In addition, employees agree to assume all costs in taking the tests and all studying for the test will be on the employees' personnel time.

~~Effective upon ratification of this Agreement, Master Technicians shall receive an additional \$250 certification credit payment for each Master Certification.~~

~~Any employee that obtains the ASE Certification for Truck Air Brake and Automotive Brake shall receive a stipend of \$250 per year. Mechanics need to be in this position for at least 6 months and on March 1 to receive this stipend.~~

All employees, whether internal or external, hired into the position of Fleet Mechanic on

or after June 2, 2014 shall be required to obtain, within two years, an ASE Certification for both Truck Air Brake and Automotive Brake. Following achievement of both certifications they shall receive ~~a stipend of \$250~~ **twenty-five cents more per hour (25¢) per ASE Certification.**

- 11.7 All employees will be paid through direct deposit and must complete the necessary paperwork for the Finance Department to allow for direct deposit.
- 11.8 All new hires into the Custodial Services Group as a Grade 1 Custodian or Utility person shall be paid at 80% of the rate of the classification. On the employee's anniversary date, the rate of compensation shall be increased as indicated below:
- | | |
|----------------|--------------------------|
| After 1st year | 85% of the Grade 1 rate |
| After 2nd year | 90% of the Grade 1 rate |
| After 3rd year | 95% of the Grade 1 rate |
| After 4th year | 100% of the Grade 1 rate |
- a. Severance Pay: Upon retirement or death, an employee with fifteen (15) or more years of full-time continuous service from date of hire shall receive a payment of \$500. An employee with twenty (20) or more years of full-time continuous service from date of hire shall receive a payment of \$750. In case of death, to be paid to the beneficiary.
- 11.9 All Custodial Services Group employees shall be paid in accordance with the custodial salary schedules set forth in **Appendix A**, included herein.
- 11.10 Any employee required to use their own personal vehicle for Town business shall be reimbursed the current IRS business rate per mile for each mile driven for such Town business.
- 11.11 Assigned library personnel will receive a \$200 annual stipend for performing notary public duties. To be eligible, employees must be performing these duties for at least 6 months and on March 1st to receive the stipend. The following library personnel shall receive a \$200 stipend for performing notary public duties.
- 4 Library Assistants at Central Library
 - 1 Librarian at Pearl Street Library
 - 1 Floater position to be determined by the Director of Library
- 11.12 Effective July 1, 2019, the hour wage rates (*i.e.* – Start, 1 Year, 2 Year, and 3 Year) for the Civilian Dispatchers shall be modified by first adding \$3.00, then applying the general wage increases in Section 11.3.

ARTICLE 12 INSURANCE & PENSION

The following insurance and pension benefits outlined below shall apply to all employees, including employees in the Custodial Service Group, unless otherwise stated.

12.0 The Town shall provide and pay for the full cost of the following insurance for each employee:

- a. Group Life and Dismemberment Insurance for employees shall be \$40,000 including \$80,000 coverage for accidental death. Effective July 1, 2010 Group Life Insurance for employees shall be increased to \$50,000, including \$100,000 coverage for accidental death. Effective July 1, 1989, Group Life Insurance shall increase to \$3,000 for retirees.
- b. Weekly disability benefits of \$50 per week for a maximum of thirteen (13) weeks, such benefits to commence upon the eighth day after the commencement of an illness or upon the first day in the event of an accident, subject to the prior exhaustion of all sick leave before being eligible for this benefit. Weekly disability benefits shall be \$250 per week for a maximum of thirteen (13) weeks, such benefits to commence upon the exhaustion of employee's accumulated sick leave.
- c. If an employee has no accumulated sick leave at the time of disability, payment shall commence on day one for injury and day three for sickness.

12.1 INSURANCE

Health Insurance. Details of the group insurance and dental benefits are outlined in **Appendix C and D.**

Effective July 1, 2019 the Town shall provide the following insurance program for those employees and their eligible dependents that choose to enroll in the High Deductible/Health Savings Account plan ("HSA plan"). Details of the group insurance and dental benefits are outlined in **Appendix C and D.**

In addition, the following terms apply:

The Town will fund fifty percent (50%) of the applicable HSA deductible amount. The full amount of the Town's contribution toward the deductible will be deposited in the HSA accounts on or before July 15th of 2019.

Effective July 1, 2020 and every year thereafter, the full amount of the Town's contribution toward the deductible will be deposited in the HSA accounts on or before July 15th of the year.

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

The employee premium contribution (pursuant to IRS Sec. 125) through payroll

deduction for the benefits provided under **Appendix C** shall be:

Effective July 1, 2017, bargaining unit members shall be required to contribute fifteen (15%) of the cost of his or her insurance coverage through payroll deductions.

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

Effective July 1, 2019, bargaining unit members shall be required to contribute seventeen (17%) of the cost of his or her insurance coverage through payroll deductions.

Effective July 1, 2020, bargaining unit members shall be required to contribute seventeen (17%⁴) of the cost of his or her insurance coverage through payroll deductions.

- 12.2 **Health Insurance Buy-back.** An employee who is covered under alternate health insurance through another employer (e.g. spouse) may elect in writing, on a form provided by the Town, to waive coverage under the Town's health and dental insurance programs. Such employee shall receive \$500 if eligible for single coverage, \$1,000 if eligible for employee + one coverage, and \$1,500 if eligible for family coverage on or about December 1 of each year, and prorated as necessary based on the number of calendar months out of the preceding twelve (12) months during which the Town was not required to pay any premiums for health/dental coverage for the employee or his/her dependents. Re-entry into the Town's insurance program shall be permitted on the first day of January, April, July and October of each year.
- 12.3 **Blue Cross 65/Blue Shield 65 - Retired Employees.** The Town shall provide and pay the full cost of the Blue Cross Blue Shield 65 Plan for retirees. Employees retiring with the Town with a minimum of ten (10) years of service between the ages of 62 and 65 may remain on the group plan if they so choose and said retiree shall pay the group rate.
- 12.4 **Change of Carriers.** The Town may from time to time 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 coverages. A sixty (60) working day notice shall be given to the Union prior to implementing any change under this Section. The parties agree to meet from time to time to discuss alternative health insurance coverage with the understanding that these are informal meetings for the purpose of exchanging ideas and they are not bargaining or negotiation sessions

⁴ This rate only applies to employees who have actively participated and met the requirements of the Town's wellness program for the previous year as determined by the Town. Employees that have not met the requirements are expected to pay 22%.

- 12.5 Employees are provided with retirement benefits under the Town of Enfield Pension Plan. Any changes made in the Pension Plan which would alter the benefits available to employees or the rate of contribution by employees shall be done only through collective bargaining. A copy of the Pension Plan shall be retained by the Union.
- 12.6 Pension improvements are as follows:
- a. Effective July 1, 1990, the Town shall resume payroll deductions for those age 65 or older in conjunction with the elimination of age-based discrimination. Employees will continue to accrue benefits beyond age 65. No retroactive contributions will be required. Employees whose contributions were discontinued after age 65 until this change will not lose credited service for that period.
 - b. Effective July 1, 1990, the Town shall institute a 100% pre-retirement death benefit such that the spouse of an active employee will receive 100% of that employee's retirement benefit should s/he become deceased after s/he becomes eligible for early retirement. The retirement benefit is calculated as if s/he had retired on the day of his/her death.
 - c. Retroactive to July 1, 1989, the normal retirement formula will be based on 2% of final average earnings multiplied by years of credited service.
 - d. Final average earnings shall be the average of the highest four (4) years from the last ten (10) years of service.
 - e. Employee contribution rate shall be 3.5% of the employee's base earnings.
 - f. Employee contributions toward the Town Pension Plan shall be treated as Section 414(H) contributions and thus treated on a pre-tax basis. Employees hired on or after July 1, 1999 must join the Town pension plan once eligible for said plan. Employees hired before July 1, 1999 who are members of the plan must remain members of the pension plan. Employees hired before July 1, 1999 who are not members of the plan, once eligible, shall be given the opportunity to join the plan each July. Once they join the plan they must remain a member of the plan.
 - g. Effective July 1, 1992, the Early Retirement Reduction Table shall be the revised table attached to the Pension Plan for Local 1029 bargaining unit, as revised by Enfield Town Council Resolution 4535.
 - h. The July 1, 1992 salary for pension benefit computation purposes only shall be the salary as of June 30, 1992 increased by five percent (5%).
 - i. Employees shall become 100% vested after five (5) years of service.
 - j. The interest rate for employee contributions shall be set pursuant to Enfield Town

Council Resolution 4536.

- 12.7 Employees shall be provided with an annual statement reflecting their current retirement status in clear and concise form.
- 12.8 The Town's flexible savings account and section 125 plan will be made available to the employees per the agreement between the Town and the carrier. The monthly participant cost and annual fees, if any, for this plan will be borne by employees opting to enroll in the account and plan. Enrollment is optional to all employees covered by this Agreement. The Town will provide for payroll deduction of contributions to the Connecticut Higher Education Trust Fund for all employees who wish to participate.

ARTICLE 13
DISCIPLINARY PROCEDURE

- 13.0 To insure maximum effectiveness of its operations, the Town must strive to have a system of employee discipline that provides employees an opportunity to conform to department expectations and correct deficiencies. All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which disciplinary action is being applied.
- 13.1 Disciplinary actions shall include:
- a. A verbal warning;
 - b. A written warning;
 - c. Suspension without pay;
 - d. Discharge
- and shall normally follow this order.
- 13.2 All suspensions and discharges must be for just cause and must be stated in writing with reason given and a copy given to the employee at the time of suspension or discharge.
- 13.3 The service record of any employee disciplined under the provisions of this Article shall be cleared after a period of:
- Six (6) months for a verbal warning⁵;
 - One (1) year for a written warning; and
 - Two (2) years for a suspension and demotion.
- 13.4 Probationary employees may be terminated at any time during the probation period and do not have recourse to the grievance and arbitration provisions of this Agreement.

⁵ Verbal warnings are not subject to arbitration or mediation. However, the employee may file a grievance up to and including the final step within the Town to include the Town Manager or his/her designee (i.e. Director of Human Resources).

ARTICLE 14
SAFETY AND HEALTH

- 14.0 A joint safety committee shall be formed by the Town and the Union and said committee shall meet to review and recommend safety and health conditions.
- 14.1 Except for Civilian dispatchers and Library Department employees, the Town shall provide foul weather gear, i.e., rain coats, rain hats, boots, gloves, etc., and for their care as necessary. In addition, the Town shall provide to each Department of Public Works and Custodial Services Group employees weekly uniform changes, uniform cleaning and repairs in accordance with past practice. The type of uniform provided will change with the season. Each employee issued a uniform must wear their uniform while working. Each employee of the Department of Public Works and Custodial Services Group shall receive a \$100 ~~[\$175]~~ annual boot allowance. Boots shall be purchased through a vendor selected by the Town. It shall be a condition of employment that a Department of Public Works and Custodial Services Group employee wear the approved shoes/boots purchased for him/her. If an employee is unable to wear the approved shoes through a physician's order, he/she must provide documentation and the Town will provide a reasonable alternative which the employee shall wear as determined by the work conditions. If no reasonable alternative is available, then the Town is not obligated to purchase safety shoes and the employee will reimburse the Town if safety boots were already purchased for the year.
- 14.2 The Town shall furnish safety helmets and safety glasses to any employee working in hazardous locations or with hazardous equipment and shall pay the cost for replacement of employees' prescription glasses (up to \$200.00 ~~[\$350]~~) if broken at work.
- 14.3 DPW employees required to work beyond the regular working hours shall receive a meal allowance of \$10.00 per meal if employed during meal times of 6:00 p.m. and 6:00 a.m. If employed on a paid holiday or Sunday, the noon meal shall also be paid. The meal allowance shall be \$10.00.
- 14.4 The Town shall provide, free of charge to the employee, medical injections for immunization from the common and contagious diseases during the period of time generally recognized to be most effective, said injections to be administered by a physician or other licensed medical professional. Dates will be determined in advance, whenever possible, to assure employees will receive the injections at the most effective times.
- 14.5 Employees failing to comply with OSHA (Occupational Safety and Health Act) requirements, when directed to do so, shall be subject to immediate disciplinary action.

ARTICLE 15
NO STRIKE OR LOCKOUT

- 15.0 During the life of this Agreement, there shall be no strike, slowdown, suspension or stoppage of work in any part of the Town's operation authorized by the Union, nor shall

there be any lockout by the Town in any part of the Town's operation.

ARTICLE 16 MANAGEMENT RIGHTS

- 16.0 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 17 SAVINGS CLAUSE

- 17.0 Should any Article, Section or portion thereof, of this Agreement, be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, Section or portion thereof directly specified in the decision. Upon the issuance of such decision, the parties agree immediately to negotiate a substitute for the invalidated Article, Section or portion thereof.
- 17.1 This contract represents complete collective bargaining and full agreement by the parties in respect to rates of pay, wages, hours of employment, or other conditions of employment which shall prevail during the term hereof and any matters not herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of the Agreement

ARTICLE 18 NON-DISCRIMINATION CLAUSE

- 18.0 The Town and the Union agree not to discriminate against any individual because of race, creed, color, religion, sex, age, national origin, ancestry, mental disorder, physical disability, marital status, veteran status, sexual orientation or any other non-job related characteristic.

ARTICLE 19 REFUSE COLLECTION EQUIPMENT

- 19.0 When the Town implements two-man or one-man refuse collection equipment, it agrees to pay a premium in the amount of \$2.00 per hour per vehicle for the hours worked on such equipment.

19.1 The \$2.00 per vehicle premium shall be distributed as follows:

- a. When two (2) Equipment Operator I's share the driving and loading responsibilities, such Operators shall receive a premium of \$1.00 per hour per man for each hour worked on such equipment.
- b. When an Equipment Operator I performs the sole driving responsibilities, as well as loading duties such Operator shall receive a premium of \$1.25 per hour for each hour worked on such equipment. The Refuse Collector/Laborer assigned to the equipment in this case shall receive a premium of \$.75 per hour for each hour worked on such equipment.

19.2 Any reduction in work force as a direct result of this operation shall be realized through retirements, voluntary resignations, promotions and/or terminations with cause and shall not result in employee layoffs.

ARTICLE 20

TUITION REIMBURSEMENT

20.0 Employees with six (6) months of continuous service may apply for an educational refund for a course or seminar for a certificate or toward a degree at an accredited college, including an accredited community college.

- a. The employee must submit to the department head for his/her approval (prior to the commencement of the course) a description of the course to be taken and a degree to which the course is credited, if applicable.
- b. The Human Resources Director and Town Manager have the prerogative to approve or disapprove such application depending on the nature of the course taken and the degree which is being matriculated for, and its relevancy to the employee's position with the Town.
- c. When the application is approved, the employee will be reimbursed eighty (80) percent of tuition cost up to \$300.00 (not including books) sixty (60) days after the submission of passing grades. The maximum allowance per year will be \$600.00 per employee.
- d. The Town reserves the right to limit the education refund program based on availability of funds.

**ARTICLE 21
DURATION**

21.0 21.0 This Agreement shall be effective on the date that this contract becomes final and binding and remain in full force and effect through the 30th day of June ~~2024~~ **2024**. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, not more than one hundred eighty (180) days nor less than one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given negotiations shall begin not later than ninety (90) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

SIGNED ON THIS _____ DAY OF _____ IN THE YEAR 2022 BY:

TOWN OF ENFIELD

LOCAL #1029, AFSCME Council #4

APPENDIX A

Classifications (Public Works)	Increase	Fiscal Year	Start	60 Day	1 Year
Laborer	3.00%	2021-2022	\$ 25.19	\$ 26.07	\$ 26.90
	3.00%	2022-2023	\$ 25.95	\$ 26.85	\$ 27.71
	3.25%	2023-2024	\$ 26.79	\$ 27.72	\$ 28.61
Refuse Collector	3.00%	2021-2022	\$ 26.55	\$ 27.53	\$ 28.56
	3.00%	2022-2023	\$ 27.35	\$ 28.36	\$ 29.42
	3.25%	2023-2024	\$ 28.24	\$ 29.28	\$ 30.37
Equipment Operator 1	3.00%	2021-2022	\$ 27.79	\$ 28.56	\$ 29.72
Highway/Solid Wast Equip. Op. 1	3.00%	2022-2023	\$ 28.62	\$ 29.42	\$ 30.61
Parts Clerk	3.25%	2023-2024	\$ 29.55	\$ 30.37	\$ 31.60
WPC Attendant 1					
Operator	3.00%	2021-2022	\$ 28.05	\$ 28.95	\$ 30.23
	3.00%	2022-2023	\$ 28.89	\$ 29.82	\$ 31.14
	3.25%	2023-2024	\$ 29.83	\$ 30.79	\$ 32.15
Equipment Operator 2	3.00%	2021-2022	\$ 29.45	\$ 30.52	\$ 31.99
Lead Attendant 1	3.00%	2022-2023	\$ 30.33	\$ 31.43	\$ 32.95
Lead Carpenter	3.25%	2023-2024	\$ 31.32	\$ 32.46	\$ 34.02
WPC Attendant 2					
Building Maintainer 2*	3.00%	2021-2022	N/A	N/A	\$ 29.46
*This position is "grandfathered" only to the incumbent at time of signing.	3.00%	2022-2023	N/A	N/A	\$ 30.34
	3.25%	2023-2024	N/A	N/A	\$ 31.33
Scale Operator	3.00%	2021-2022	\$ 30.02	\$ 31.11	\$ 32.58
	3.00%	2022-2023	\$ 30.93	\$ 32.04	\$ 33.56
	3.25%	2023-2024	\$ 31.93	\$ 33.08	\$ 34.65

Electrician	3.00%	2021-2022	\$ 30.24	\$ 31.35	\$ 32.61
HVAC Mechanic	3.00%	2022-2023	\$ 31.15	\$ 32.29	\$ 33.59
Mechanics	3.25%	2023-2024	\$ 32.16	\$ 33.34	\$ 34.68
Plumber					
Crew Leaders (B&G, Cust, Hwy, RRM.)	3.00%	2021-2022	\$ 33.23	\$ 34.23	\$ 35.71
Lead Mechanic (Fleet)	3.00%	2022-2023	\$ 34.22	\$ 35.25	\$ 36.78
	3.25%	2023-2024	\$ 35.34	\$ 36.40	\$ 37.98
Lead Attendant 2 (Shift Operators)	3.00%	2021-2022	\$ 36.42	\$ 37.41	\$ 38.89
(Operations/Maint - WPC)	3.00%	2022-2023	\$ 37.51	\$ 38.53	\$ 40.06
(Operator/Laboratory - WPC)	3.25%	2023-2024	\$ 38.73	\$ 39.78	\$ 41.36

Classifications (Custodians)	Increase	Fiscal Year	Start	1 Year	2 Year	3 Year	4 Year
Regular Custodian/	3.00%	2021-2022	\$ 19.64	\$ 20.88	\$ 22.10	\$ 23.32	\$ 24.56
Utility Person	3.00%	2022-2023	\$ 20.23	\$ 21.50	\$ 22.77	\$ 24.02	\$ 25.29
	3.25%	2023-2024	\$ 20.89	\$ 22.20	\$ 23.51	\$ 24.80	\$ 26.11
Asst. Head Custodian	3.00%	2021-2022					\$ 26.93
(Secondary School)	3.00%	2022-2023					\$ 27.74
Custodian-Boilers	3.25%	2023-2024					\$ 28.64
(Middle & Secondary Sch.)							
Custodian In Charge	3.00%	2021-2022					\$ 27.34
(Elementary Schools)	3.00%	2022-2023					\$ 28.16
	3.25%	2023-2024					\$ 29.07
Custodian In Charge	3.00%	2021-2022					\$ 28.89
(Secondary Schools)	3.00%	2022-2023					\$ 29.76
	3.25%	2023-2024					\$ 30.73

Classifications (Library Department)	Increase	Fiscal Year				Hourly Rate
Library Assistant	3.00%	2021-2022				\$ 24.34
	3.00%	2022-2023				\$ 25.07
	3.25%	2023-2024				\$ 25.88
Administrative Assistant	3.00%	2021-2022				\$ 25.67
Reference Assistant	3.00%	2022-2023				\$ 26.44
	3.25%	2023-2024				\$ 27.30
Branch Librarian	3.00%	2021-2022				\$ 29.45
Children's Librarian	3.00%	2022-2023				\$ 30.33
Head of Circulation	3.25%	2023-2024				\$ 31.32
Technical Processor						
Children's Coordinator	3.00%	2021-2022				\$ 33.09
	3.00%	2022-2023				\$ 34.09
	3.25%	2023-2024				\$ 35.19
Classifications (Police Department)	Increase	Fiscal Year	Start	1 Year	2 year	3 Year
Civilian Dispatchers	3.00%	2021-2022	\$ 27.96	\$ 28.77	\$ 29.51	\$ 31.05
	3.00%	2022-2023	\$ 28.80	\$ 29.63	\$ 30.39	\$ 31.99
	3.25%	2023-2024	\$ 29.74	\$ 30.59	\$ 31.38	\$ 33.03
Lead Civilian Dispatchers	3.00%	2021-2022	\$ 30.19	\$ 31.00	\$ 31.73	\$ 33.28
	3.00%	2022-2023	\$ 31.09	\$ 31.93	\$ 32.69	\$ 34.28
	3.25%	2023-2024	\$ 32.11	\$ 32.97	\$ 33.75	\$ 35.39

**APPENDIX B
TOWN OF ENFIELD
FAMILY/MEDICAL LEAVE POLICY**

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

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 then the leave cannot be taken on the same scheduled work days.	2 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 work days, except for the serious health condition of the spouse.
Restoration to Position	Must be restored to the same position held prior to the leave; or To a position that is equivalent in pay, benefits, privileges and other conditions and terms of employment. An employee has no greater right to reinstatement or to benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.	Same.	Same.
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, PARENT OR SPOUSE
Maintenance of Medical, Dental and Life Insurance Benefits	The Town will maintain group medical, dental and life insurance coverage for the duration of the FMLA leave provided that the employee make the necessary payment(s) for that portion of the insurance premium that s/he would have had to make had s/he not taken FMLA leave. In the event that the employee does not return to work when the FMLA leave expires, s/he shall be able to continue medical and dental coverage under COBRA at his/her own expense at the COBRA rates. Failure to continue coverage under COBRA will remain in the expiration of medical and dental coverage at the end of the month when such FMLA leave has expired. Life insurance coverage expires when FMLA leave expires if the employee does not return to work.	Same.	Same.
Miscellaneous	All requests for FMLA leave must be documented including whether or not the leave was granted and reasons for the denial where that is the case. The Family Medical Leave Act prohibits an employer from putting any restraint on an employee for exercising his/her rights under the FMLA. The Town may not penalize or discipline an employee for requesting or using the FMLA provisions. The 12 month period for FMLA purposes will coincide with the Town's fiscal year (July 1-June 30). Each employee shall be allowed a combined total of 12 weeks of FMLA leave per year (except when both spouse work for the Town as described above). Medical information and documentation shall be treated as confidential medical records and shall be kept in a confidential file separate from the employee's personnel file. The parties agree that existing contractual benefits will remain in effect in accordance with existing collective bargaining agreement.		
Date of Adoption	The above provisions were agreed to by the parties on _____		

SUMMARY OF BENEFITS



Cigna Health and Life Insurance Co.
For - Enfield & Board of Education, Town of
Open Access Plus HDHP Plan

Selection of a Primary Care Provider - your plan may require or allow the designation of a primary care provider. You have the right to designate any primary care provider who participates in the network and who is available to accept you or your family members. If your plan requires designation of a primary care provider, Cigna may designate one for you until you make this designation. For information on how to select a primary care provider, and for a list of the participating primary care providers, visit www.mycigna.com or contact customer service at the phone number listed on the back of your ID card. For children, you may designate a pediatrician as the primary care provider.

Direct Access to Obstetricians and Gynecologists - You do not need prior authorization from the plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, visit www.mycigna.com or contact customer service at the phone number listed on the back of your ID card.

Plan Highlights

	In-Network	Out-of-Network
Lifetime Maximum	Unlimited	Unlimited
Coinsurance	Your plan pays 100%	Your plan pays 80%
Maximum Reimbursable Charge	Not applicable	200%
Contract Year Deductible	Individual: \$1,500 Family: \$3,000	Individual: \$1,500 Family: \$3,000
- The amount you pay for all covered expenses counts toward both your in-network and out-of-network deductibles. - Plan deductible always applies before any copay or coinsurance. - All eligible family members contribute towards the family plan deductible. Once the family deductible has been met, the plan will pay each eligible family member's covered expenses based on the coinsurance level specified by the plan. - This plan includes a combined Medical/Pharmacy plan deductible. - Note: Services where plan deductible applies are noted with a caret (^).		
Contract Year Out-of-Pocket Maximum	Individual: \$3,000 Family: \$6,000	Individual: \$3,000 Family: \$6,000
- The amount you pay for all covered expenses counts toward both your in-network and out-of-network out-of-pocket maximums. - Plan deductible contributes towards your out-of-pocket maximum. - Maternal Health and Substance Use Disorder covered expenses contribute towards your out-of-pocket maximum. - All eligible family members contribute towards the family out-of-pocket maximum. Once the family out-of-pocket maximum has been met, the plan will pay each eligible family member's covered expenses at 100%. - This plan includes a combined Medical/Pharmacy out-of-pocket maximum.		

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Benefit		In-Network	Out-of-Network
Physician Services			
Physician Office Visit – Primary Care Physician (PCP)/Specialist		After the plan deductible is met your plan pays 100%	After the plan deductible is met, your plan pays 80%
All services including Lab & X-ray			
NOTE: Obstetrician and Gynecologist (OB/GYN) visits are subject to either the PCP or Specialist cost share depending on how the provider contracts with Cigna (i.e. as PCP or as Specialist)			
Surgery Performed in Physician's Office		After the plan deductible is met your plan pays 100%	After the plan deductible is met, your plan pays 80%
Allergy Treatment/Injections Performed in Physician's Office		After the plan deductible is met your plan pays 100%	After the plan deductible is met, your plan pays 80%
Allergy Serum		After the plan deductible is met your plan pays 100%	After the plan deductible is met, your plan pays 80%
Dispensed by the physician in the office			
Cigna Telehealth Connection Services		After the plan deductible is met your plan pays 100%	Not Covered
Includes charges for the delivery of medical and health-related consultations via secure telecommunications technologies, telephones and internet only when delivered by contracted medical telehealth providers (see details on myCigna.com)			
Preventive Care			
Preventive Care		Plan pays 100%	After the plan deductible is met, your plan pays 80%
Includes coverage of additional services, such as urinalysis, EKG, and other laboratory tests, supplementing the standard Preventive Care benefit when billed as part of office visit.			
Immunizations		Plan pays 100%	After the plan deductible is met, your plan pays 80%
Mammogram, PAP, and PSA Tests		Plan pays 100%	Plan pays based on place of service.
- Coverage includes the associated Preventive Outpatient Professional Services. - Diagnostic-related services are covered at the same level of benefits as other x-ray and lab services, based on place of service.			
Inpatient			
Inpatient Hospital Facility		After the plan deductible is met your plan pays 100%	After the plan deductible is met, your plan pays 80%
Semi-Private Room: In-Network. Limited to the semi-private negotiated rate / Out of Network: Limited to semi-private rate Private Room: In-Network. Limited to the semi-private negotiated rate / Out-of-Network: Limited to semi-private rate Special Care Units (Intensive Care Unit (ICU), Critical Care Unit (CCU)): In-Network: Limited to the negotiated rate / Out-of-Network: Limited to ICU/CCU daily room rate			
Inpatient Hospital Physician's Visit/Consultation		After the plan deductible is met your plan pays 100%	After the plan deductible is met, your plan pays 80%

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Benefit		In-Network	Out-of-Network
Inpatient Professional Services • For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists		After the plan deductible is met, your plan pays 100%.	After the plan deductible is met, your plan pays 80%.
Outpatient			
Outpatient Facility Services		After the plan deductible is met, your plan pays 100%.	After the plan deductible is met, your plan pays 80%.
Outpatient Professional Services • For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists		After the plan deductible is met, your plan pays 100%.	After the plan deductible is met, your plan pays 80%.
Short-Term Rehabilitation - PCP		After the plan deductible is met, your plan pays 100%.	After the plan deductible is met, your plan pays 80%.
Short-Term Rehabilitation - Specialist		After the plan deductible is met, your plan pays 100%.	After the plan deductible is met, your plan pays 80%.
Contract Year Maximums: • Pulmonary Rehabilitation, Cognitive Therapy, Physical Therapy, Speech Therapy, Occupational Therapy and Chiropractic Care – Unlimited days			
Note: Therapy days, provided as part of an approved Home Health Care plan, accumulate to the applicable outpatient short term rehab therapy maximum.			
Cardiac Rehabilitation • Cardiac Rehabilitation – 30 days		After the plan deductible is met, your plan pays 100%.	After the plan deductible is met, your plan pays 80%.
Note: Therapy days, provided as part of an approved Home Health Care plan, accumulate to the applicable outpatient short term rehab therapy maximum.			
Other Health Care Facilities/Services			
Home Health Care (includes outpatient private duty nursing subject to medical necessity) • Unlimited days maximum per Contract Year • 16 hour maximum per day		After the plan deductible is met, your plan pays 100%.	After the plan deductible is met, your plan pays 80%.
Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facility • 180 days maximum per Contract Year		After the plan deductible is met, your plan pays 100%.	After the plan deductible is met, your plan pays 80%.
Durable Medical Equipment • Unlimited maximum per Contract Year		After the plan deductible is met, your plan pays 100%.	After the plan deductible is met, your plan pays 80%.
Breast Feeding Equipment and Supplies • Limited to the rental of one breast pump per birth as ordered or prescribed by a physician • Includes related supplies		Your plan pays 100%.	After the plan deductible is met, your plan pays 80%.
External Prosthetic Appliances (EPA) • Unlimited maximum per Contract Year		After the plan deductible is met, your plan pays 100%.	After the plan deductible is met, your plan pays 80%.

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Benefit		In-Network	Out-of-Network
Routine Foot Disorders		Not Covered	Not Covered
Hearing Aid		After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
Coverage through age 12			
Hearing Exam		After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
One exam every two Contract Years			
Early Intervention Services		After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
Birth to 3 years			
Wigs		After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 100%
Unlimited maximum per Contract Year			
Medical Specialty Drugs			
Inpatient			
This benefit applies to the cost of the Infusion Therapy drugs administered in an Inpatient Facility. This benefit does not cover the related Facility or Professional charges.		After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
Outpatient Facility Services			
This benefit applies to the cost of the Infusion Therapy drugs administered in an Outpatient Facility. This benefit does not cover the related Facility or Professional charges.		After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
Physician's Office			
This benefit applies to the cost of targeted Infusion Therapy drugs administered in the Physician's Office. This benefit does not cover the related Office Visit or Professional charges.		After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%
Home			
This benefit applies to the cost of targeted Infusion Therapy drugs administered in the patient's home. This benefit does not cover the related Professional charges.		After the plan deductible is met, your plan pays 100%	After the plan deductible is met, your plan pays 80%

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Place of Service - your plan pays based on where you receive services

Note: Services where plan deductible applies are noted with a caret (^).

Benefit	Physician's Office		Independent Lab		Emergency Room/ Urgent Care Facility		Outpatient Facility	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Laboratory	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Plan pays 100% ^	Plan pays 80% ^	Covered same as plan's Emergency Room/Urgent Care Services	Covered same as plan's Emergency Room/Urgent Care Services	Plan pays 100% ^	Plan pays 80% ^
Radiology	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Not Applicable	Not Applicable	Covered same as plan's Emergency Room/Urgent Care Services	Covered same as plan's Emergency Room/Urgent Care Services	Plan pays 100% ^	Plan pays 80% ^
Advanced Radiology Imaging	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Not Applicable	Not Applicable	Covered same as plan's Emergency Room/Urgent Care Services	Covered same as plan's Emergency Room/Urgent Care Services	Covered same as plan's Outpatient Facility Services	Covered same as plan's Outpatient Facility Services
Advanced Radiology Imaging (ARI) includes MRI, MRA, CAT Scan, PET Scan, etc. Note: All lab and x-ray services, including ARI, provided at Inpatient Hospital are covered under Inpatient Hospital benefit								
Benefit	Emergency Room / Urgent Care Facility		Outpatient Professional Services		*Ambulance			
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network		
Emergency Care	Plan pays 100% ^		Plan pays 100% ^		Plan pays 100% ^			
Urgent Care	Plan pays 100% ^		Plan pays 100% ^		Not Applicable*			
*Ambulance services used as non-emergency transportation (e.g., transportation from hospital back home) generally are not covered.								
Benefit	Inpatient Hospital and Other Health Care Facilities		Outpatient Services					
	In-Network	Out-of-Network	In-Network	Out-of-Network				
Hospice	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^					
Bereavement Counseling	Plan pays 100% ^	Plan pays 80% ^	Plan pays 100% ^					
Note: Services provided as part of Hospice Care Program Note: Services where plan deductible applies are noted with a caret (^).								

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Benefit	Initial Visit to Confirm Pregnancy		Global Maternity Fee (All Subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges)		Office Visits in Addition to Global Maternity Fee (Performed by OB/GYN or Specialist)		Delivery - Facility (Inpatient Hospital, Birthing Center)			
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network		
Maternity	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Plan pays 100%	Plan pays 80%	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Covered same as plan's Hospital benefit	Covered same as plan's Hospital benefit		
Note: Services where plan deductible applies are noted with a caret (^).										
Benefit	Physician's Office		Inpatient Facility		Outpatient Facility		Inpatient Professional Services		Outpatient Professional Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Abortion (Elective and non-elective procedures)	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Plan pays 100%	Plan pays 80%	Plan pays 100%	Plan pays 80%	Plan pays 100%	Plan pays 80%	Plan pays 100%	Plan pays 80%
Family Planning - Men's Services	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Plan pays 80%	Plan pays 80%	Plan pays 100%	Plan pays 80%	Plan pays 100%	Plan pays 80%	Plan pays 100%	Plan pays 80%
Includes surgical services, such as vasectomy (excludes reversals)										
Family Planning - Women's Services	Plan pays 100%	Covered same as plan's Physician's Office Services	Plan pays 80%	Plan pays 100%	Plan pays 80%	Plan pays 100%	Plan pays 100%	Plan pays 80%	Plan pays 100%	Plan pays 80%
Includes surgical services, such as tubal ligation (excludes reversals) Contraceptive devices as ordered or prescribed by a physician										

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Benefit	Physician's Office		Inpatient Facility		Outpatient Facility		Inpatient Professional Services		Outpatient Professional Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Infertility	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Plan pays 100% ^a	Plan pays 80% ^a	Plan pays 100% ^a	Plan pays 80% ^a	Plan pays 100% ^a	Plan pays 80% ^a	Plan pays 100% ^a	Plan pays 80% ^a
Infertility covered services: lab and radiology test, counseling, surgical treatment. Includes artificial insemination, in-vitro fertilization, GIFT, ZIFT, etc. Unlimited lifetime maximum										
TMJ, Surgical and Non-Surgical	Covered same as plan's Physician's Office Services	Covered same as plan's Physician's Office Services	Plan pays 100% ^a	Plan pays 80% ^a	Plan pays 100% ^a	Plan pays 80% ^a	Plan pays 100% ^a	Plan pays 80% ^a	Plan pays 100% ^a	Plan pays 80% ^a
Services provided on a case-by-case basis. Always excludes appliances & orthodontic treatment. Subject to medical necessity. Unlimited maximum per lifetime										
Note: Services where plan deductible applies are noted with a caret (^a).										
Benefit	Inpatient Hospital Facility		Inpatient Professional Services							
	Cigna LifeSOURCE Transplant Network ^a Facility In-Network	Non-Lifesource Facility In-Network	Out-of-Network	Cigna LifeSOURCE Transplant Network ^a Facility In-Network	Non-Lifesource Facility In-Network	Out-of-Network	Cigna LifeSOURCE Transplant Network ^a Facility In-Network	Non-Lifesource Facility In-Network	Out-of-Network	Out-of-Network
Organ Transplants	Plan pays 100% ^a	Plan pays 100% ^a	Plan pays 80% ^a	Plan pays 100% ^a	Plan pays 100% ^a	Plan pays 80% ^a	Plan pays 100% ^a	Plan pays 100% ^a	Plan pays 80% ^a	Plan pays 80% ^a
* Travel Maximum - Cigna LifeSOURCE Transplant Network Facility In-Network: \$10,000 maximum per Transplant										
Note: Services where plan deductible applies are noted with a caret (^a).										
Benefit	Inpatient		Outpatient - Physician's Office		Outpatient - All Other Services					
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Mental Health	No charge ^a	Plan pays 80% ^a	No charge ^a	Plan pays 80% ^a	No charge ^a	Plan pays 80% ^a	No charge ^a	Plan pays 80% ^a	No charge ^a	Plan pays 80% ^a
Substance Use Disorder	No charge ^a	Plan pays 80% ^a	No charge ^a	Plan pays 80% ^a	No charge ^a	Plan pays 80% ^a	No charge ^a	Plan pays 80% ^a	No charge ^a	Plan pays 80% ^a
Note: Services where plan deductible applies are noted with a caret (^a).										

7/12/18

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Benefit	Inpatient		Outpatient - Physician's Office		Outpatient - All Other Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Notes: Detox is covered under medical. • Unlimited maximum per Contract Year • Services are paid at 100% after you reach your out-of-pocket maximum • Inpatient includes Residential Treatment • Outpatient includes Individual, Intensive Outpatient, Behavioral Telehealth Consultation, and Group Therapy; also Partial Hospitalization						
Mental Health and Substance Use Disorder Services						
Mental Health/Substance Use Disorder Utilization Review, Case Management and Programs						
Cigna Total Behavioral Health - Inpatient and Outpatient Management						
• Inpatient utilization review and case management • Outpatient utilization review and case management • Partial Hospitalization • Intensive outpatient programs • Changing Lives by Integrating Mind and Body Program • Lifestyle Management Programs: Stress Management, Tobacco Cessation and Weight Management • Narcotic Therapy Management • Complex Psychiatric Case Management						
Pharmacy						
Cost Share and Supply						
Cigna Pharmacy Cost Share						
• Retail – up to 90-day supply (except Specialty up to 30-day supply) • Home Delivery – up to 90-day supply						
			In-Network		Out-of-Network	
			Retail (per 30-day supply): Generic: You pay \$5 ^a Preferred Brand: You pay \$25 ^a Non-Preferred Brand: You pay \$40 ^a		Retail: You pay 20% ^a Your plan pays 80% Home Delivery: Not Covered	
			Retail (per 90-day supply): Generic: You pay \$10 ^a Preferred Brand: You pay \$50 ^a Non-Preferred Brand: You pay \$80 ^a			
			Home Delivery (per 90-day supply): Generic: You pay \$10 ^a Preferred Brand: You pay \$50 ^a Non-Preferred Brand: You pay \$80 ^a			

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Pharmacy

In-Network

Out-of-Network

- Retail drugs for a 30 day supply may be obtained In-Network at a wide range of pharmacies across the nation although prescriptions for a 90 day supply (such as maintenance drugs) will be available at select network pharmacies
- Cigna 90 Day Program: You can choose to fill your medications in a 30- or 90-day supply. If you choose to fill a 30-day prescription, it can be filled at a network retail pharmacy or Cigna Home Delivery. If you choose to fill a 90-day prescription, it must be filled at a 90-day network retail pharmacy or Cigna Home Delivery to be covered by the plan.
- Specialty medications are used to treat an underlying disease which is considered to be rare and chronic including, but not limited to, multiple sclerosis, hepatitis C or rheumatoid arthritis. Specialty Drugs may include high cost medications as well as medications that may require special handling and close supervision when being administered.
- When patient requests brand drug, patient pays the generic cost share plus the cost difference between the brand and generic drugs up to the cost of the brand drug (unless the physician indicates "Dispense As Written" DAWW).
- Your pharmacy benefits share an annual deductible and out-of-pocket maximum with the medical/behavioral benefits. The applicable cost share for covered drugs applies after the combined deductible has been met.
- If you receive a supply of 34 days or less at home delivery (including a Specialty Prescription Drug), the home delivery pharmacy cost share will be adjusted to reflect a 30-day supply.

Drugs Covered

Prescription Drug List:

Your Cigna Standard Prescription Drug List includes a full range of drugs including all those required under applicable health care laws. To check which drugs are included in your plan, please log on to myCigna.com.

Some highlights:

- Coverage includes Self Administered injectables and optional injectable drugs – but excludes infertility drugs.
- Contraceptive devices and drugs are covered with federally required products covered at 100%.
- Insulin, glucose test strips, lancets, insulin needles & syringes, insulin pens and cartridges are covered.
- Lifestyle drugs are covered - limited to sexual dysfunction.
- Oral Fertility drugs are covered.
- Prescription vitamins are covered.
- Prescription smoking cessation drugs are covered.

Pharmacy Program Information

Pharmacy Clinical Management

Your plan features drug management programs and edits to ensure safe prescribing, and access to medications proven to be the most reliable and cost effective for the medical condition, including:

- Prior authorization requirements.
- Quantity limits, including maximum daily dose edits, quantity over time edits, duration of therapy edits, and dose optimization edits
- Age edits, and refill-to-onset edits
- Plan exclusion edits
- Your plan includes Specialty Drug Management features, such as prior authorization and quantity limits, to ensure the safe prescribing and access in specialty medications.
- Your plan includes access to the TheraCare® program which works with customers to help them better understand their condition, medications and their side effects in addition to why it's important to take their medications exactly as prescribed by a physician.

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Additional Information	
Care Management Coordinated by Cigna HealthCare. This is a service designated to provide assistance to a patient who is at risk of developing medical complexities or for whom a health incident has precipitated a need for rehabilitation or additional health care support. The program strives to attain a balance between quality and cost effective care while maximizing the patient's quality of life. Health Advisor - A Support for healthy and at-risk individuals to help them stay healthy • Health Assessments • Health and Wellness Coaching • Gaps in Care Coaching • Treatment Decision Support • Educate and Refer Maximum Reimbursable Charge Out-of-network services are subject to a Contract Year deductible and maximum reimbursable charge limitations. Payments made to health care professionals not participating in Cigna's network are determined based on the lesser of: the health care professional's normal charge for a similar service or supply, or a percentage (200%) of a fee schedule developed by Cigna that is based on a methodology similar to one used by Medicare to determine the allowable fee for the same or similar service in a geographic area. In some cases, the Medicare based fee schedule is not used, and the maximum reimbursable charge for covered services is determined based on the lesser of: the health care professional's normal charge for a similar service or supply, or the amount charged for that service by 80% of the health care professionals in the geographic area where it is received. The health care professional may bill the customer the difference between the health care professional's normal charge and the Maximum Reimbursable Charge as determined by the benefit plan, in addition to applicable deductibles, co-payments and coinsurance. Medicare Coordination In accordance with the Social Security Act of 1935, this plan will pay as the Secondary plan to Medicare Part A and B as follows: (a) a former Employee such as a retiree, a former Disabled Employee, a former Employee's Dependent, or an Employee's Domestic Partner who is also eligible for Medicare and whose insurance is continued for any reason as provided in this plan (including COBRA continuation); (b) an Employee, a former Employee, an Employee's Dependent, or former Employee's Dependent, who is eligible for Medicare due to End Stage Renal Disease after that person has been eligible for Medicare for 30 months. When a person is eligible for Medicare A and B as described above, this plan will pay as the Secondary Plan to Medicare Part A and B <u>regardless if the person is actually enrolled in Medicare Part A and/or Part B and regardless if the person seeks care at a Medicare Provider or not for Medicare covered services.</u> Multiple Surgical Reduction Multiple surgeries performed during one operating session result in payment reduction of 50% to the surgery of lesser charge. The most expensive procedure is paid as any other surgery.	Included

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Additional Information

Pre-Certification - Continued Stay Review - PMS Inpatient - required for all inpatient admissions

In-Network: Coordinated by your physician

Out-of-Network: Customer is responsible for contacting Cigna Healthcare. Subject to penalty/reduction or denial for non-compliance.

- The lesser of 50% of covered expenses or \$500 penalty applied to hospital inpatient charges for failure to contact Cigna Healthcare to pre-certify admission.
- Benefits are denied for any admission reviewed by Cigna Healthcare and not certified.
- Benefits are denied for any additional days not certified by Cigna Healthcare.

Pre-Existing Condition Limitation (PCL) does not apply.

Your Health First - 200+ St. Louis Care Centers

Individuals with one or more of the chronic conditions, identified on the right, may be eligible to receive the following type of support

- Condition Management
- Medication adherence
- Risk factor management
- Lifestyle issues
- Health & Wellness issues
- Pre/post-admission
- Treatment decision support
- Gaps in care

Holistic health support for the following chronic health conditions:

- Heart Disease
- Coronary Artery Disease
- Angina
- Congestive Heart Failure
- Acute Myocardial Infarction
- Peripheral Arterial Disease
- Asthma
- Chronic Obstructive Pulmonary Disease (Emphysema and Chronic Bronchitis)
- Diabetes Type 1
- Diabetes Type 2
- Metabolic Syndrome/Weight Complications
- Osteoarthritis
- Low Back Pain
- Anxiety
- Bipolar Disorder
- Depression

Definitions

Coinsurance - After you've reached your deductible, you and your plan share some of your medical costs. The portion of covered expenses you are responsible for is called Coinsurance.

Copay - A flat fee you pay for certain covered services such as doctor's visits or prescriptions.

Deductible - A flat dollar amount you must pay out of your own pocket before your plan begins to pay for covered services.

Out-of-Pocket Maximum - Specific limits for the total amount you will pay out of your own pocket before your plan coinsurance percentage no longer applies. Once you meet these maximums, your plan then pays 100 percent of the "Maximum Reimbursable Charges" or negotiated fees for covered services.

Place of service - Your plan pays based on where you receive services. For example, for hospital stays, your coverage is paid at the inpatient level.

Prescription Drug List - The list of prescription brand and generic drugs covered by your pharmacy plan.

Professional Services - Services performed by Surgeons, Assistant Surgeons, Hospital Based Physicians, Radiologists, Pathologists and Anesthesiologists

Transition of Care - Provides in-network health coverage to new customers when the customer's doctor is not part of the Cigna network and there are approved clinical reasons why the customer should continue to see the same doctor.

7/1/2018

ASO

Choice Fund Health Savings Account (HSA): Open Access Plus - Proclaim BE - TOE HDHP OAP Co Insurance Plan HDHFQ/HDNQ/1CHSA/CHSA/HDRGQ/IDRIQ - 6946329, Version# 12

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Exclusions

What's Not Covered (not all-inclusive):

Your plan provides for most medically necessary services. The complete list of exclusions is provided in your Certificate or Summary Plan Description. To the extent there may be differences, the terms of the Certificate or Summary Plan Description control. Examples of things your plan does not cover, unless required by law or covered under the pharmacy benefit, include (but aren't limited to):

- Care for health conditions that are required by state or local law to be treated in a public facility
- Care required by state or federal law to be supplied by a public school system or school district.
- Care for military service disabilities treatable through governmental services if you are legally entitled to such treatment and facilities are reasonably available.
- Treatment of an Injury or Sickness which is due to war, declared, or undeclared, riot or insurrection.
- Charges which you are not obligated to pay or for which you would not have been billed except that they were covered under this plan. For example, if Cigna determines that a provider is or has waived, reduced, or forgiven any portion of copayment, deductible, and/or coinsurance amount(s) you are required to pay for a Covered Expense (as shown on the Schedule) without Cigna's express consent, then Cigna in its sole discretion shall have the right to deny the payment of benefits in connection with the Covered Expense or reduce the benefits in proportion to the amount of the copayment, deductible, and/or coinsurance amounts waived, forgiven or reduced, regardless of whether the provider represents that you remain responsible for any amounts that your plan does not cover. In the exercise of that discretion, Cigna shall have the right to require you to provide proof sufficient to Cigna that you have made your required cost share payment(s) prior to the payment of any benefits by Cigna. This exclusion includes, but is not limited to, charges of a Non-Participating Provider who has agreed to charge you or charged you at an in-network benefits level or some other benefits level not otherwise applicable to the services received. Provided further, if you use a coupon provided by a pharmaceutical manufacturer or other third party that discounts the cost of a prescription medication or other product, Cigna may, in its sole discretion, reduce the benefits provided under the plan in proportion to the amount of the Copayment. Deductible, and/or Coinsurance amounts to which the value of the coupon has been applied by the Pharmacy or other third party, and/or exclude from accumulation toward any plan Deductible or Out-of-Pocket Maximum the value of any coupon applied to any Copayment. Deductible and/or Coinsurance you are required to pay.
- Charges arising out of or related to any violation of a healthcare-related state or federal law or which themselves are a violation of a healthcare-related state or federal law.
- Assistance in the activities of daily living, including but not limited to eating, bathing, dressing or other Custodial Services or self-care activities, homemaker services and services primarily for rest, convalescent or convalescent care.
- For or in connection with experimental, investigational or unproven services.
- Experimental, investigational and unproven services are medical, surgical, diagnostic, psychiatric, substance use disorder or other health care technologies, supplies, treatments, procedures, drug therapies or devices that are determined by the utilization review Physician to be:
 - o Not demonstrated, through existing peer-reviewed, evidence-based, scientific literature to be safe and effective for treating or diagnosing the condition or sickness for which its use is proposed;
 - o Not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed for the proposed use;
 - o The subject of review or approval by an Institutional Review Board for the proposed use except as provided in the "Clinical Trials" section of this plan;
- The subject of an ongoing phase I, II or III clinical trial, except for routine patient care costs related to qualified clinical trials as provided in the "Clinical Trials" section(s) of this plan.
- Cosmetic surgery and therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance or self-esteem.
- The following services are excluded from coverage regardless of clinical indications: Acupuncture; Dance therapy; Movement therapy; Applied kinesiology; and Kolling.

1/1/2018

ASO

Choice Fund Health Savings Account (HSA) Open Access Plus - Proclaim BE - TOE HDHP OAP Coinsurance Plan HDHFQ/HDPQ1/CHSA/CHSA/HDRFQ/HDRHQ - 684632B, Version 12

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Exclusions

- Dental treatment of the teeth, gums or structures directly supporting the teeth, including dental X-rays, examinations, repairs, orthodontics, periodontics, casts, splints and services for dental malocclusion, for any condition. Charges made for services or supplies provided for or in connection with an accidental injury to sound natural teeth are covered provided a continuous course of dental treatment is started within six months of an accident. Sound natural teeth are defined as natural teeth that are free of active clinical decay, have at least 50% bony support and are functional in the arch.
- For medical and surgical services intended primarily for the treatment or control of obesity. However, treatment of clinically severe obesity, as defined by the body mass index (BMI) classifications of the National Heart, Lung and Blood Institute guideline is covered if the services are demonstrated, through peer-reviewed medical literature and scientifically based guidelines, to be safe and effective for treatment of the condition.
- Unless otherwise covered in this plan, for reports, evaluations, physical examinations, or hospitalization not required for health reasons including, but not limited to, employment, insurance or government licenses, and court-ordered, forensic or custodial evaluations.
- Court-ordered treatment or hospitalization, unless such treatment is prescribed by a Physician and listed as covered in this plan.
- Medical and Hospital care and costs for the infant child of a Dependent, unless this infant child is otherwise eligible under this plan.
- Non-medical counseling and/or ancillary services including, but not limited to, Custodial Services, educational services, vocational counseling, training and rehabilitation services, behavioral training, biofeedback, hypnosis, sleep therapy, return to work services, work hardening programs and driver safety courses.
- Therapy or treatment intended primarily to improve or maintain general physical condition or for the purpose of enhancing job, school, athletic or recreational performance, including but not limited to routine, long term, or maintenance care which is provided after the resolution of the acute medical problem and when significant therapeutic improvement is not expected.
- Consumable medical supplies other than ostomy supplies and urinary catheters. Excluded supplies include, but are not limited to bandages and other disposable medical supplies, skin preparations and test strips, except as specified in the "Home Health Services" or "Breast Reconstruction and Breast Prostheses" sections of this plan.
- Private Hospital rooms and/or private duty nursing except as provided under the Home Health Services provision.
- Personal or comfort items such as personal care kits provided on admission to a Hospital, television, telephone, newborn infant photographs, complimentary meals, child announcements, and other articles which are not for the specific treatment of an Injury or Sickness.
- Artificial aids including, but not limited to, corrective orthopedic shoes, arch supports (except for custom molds and diabetic shoes), elastic stockings, garter belts, corsets and dentures.
- Aids or devices that assist with non-verbal communications, including but not limited to communication boards, pre-recorded speech devices, laptop computers, desktop computers, Personal Digital Assistants (PDAs), Braille typewriters, visual alert systems for the deaf and memory books.
- Eyeglass lenses and frames and contact lenses (except for the first pair of contact lenses for treatment of keratoconus or post cataract surgery).
- Routine refractions (unless coverage is specifically provided under this plan), eye exercises and surgical treatment for the correction of a refractive error, including radial keratotomy.
- Treatment by acupuncture.
- All non-injectable prescription drugs, injectable prescription drugs that do not require Physician supervision and are typically considered self-administered drugs, non-prescription drugs, and investigational and experimental drugs, except as provided in this plan.
- Routine foot care, including the paring and removing of corns and calluses or trimming of nails. However, services associated with foot care for diabetes and peripheral vascular disease are covered when Medically Necessary.
- Membership coats or fees associated with health clubs, weight loss programs and smoking cessation programs.
- Genetic screening or pre-implantations genetic screening. General population-based genetic screening is a testing method performed in the absence of any symptoms or any significant, proven risk factors for genetically linked inheritable disease.
- Dental implants for any condition.

7/1/2018

ASQ

Choice Fund Health Savings Account (HSA) Open Access Plus - Proclaim BE - TOE HDHP OAP Catastrophe Plan HDHFQ:HOPQ1CHSAFYCHSAM IDRFQM IDRIQ - 6846329, Version# 12

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Exclusions

- Fees associated with the collection or donation of blood or blood products, except for autologous donation in anticipation of scheduled services where in the utilization review Physician's opinion the likelihood of excess blood loss is such that transfusion is an expected adjunct to surgery
- Blood administration for the purpose of general improvement in physical condition.
- Cosmetics, dietary supplements and health and beauty aids.
- Medical treatment for a person age 65 or older, who is covered under this plan as a retiree, or their Dependent, when payment is denied by the Medicare plan because treatment was received from a non-participating provider.
- Medical treatment when payment is denied by a Primary Plan because treatment was received from a non-participating provider.
- For or in connection with an injury or Sickness arising out of, or in the course of, any employment for wage or profit.
- Charges for the delivery of medical and health-related services via telecommunications technologies, including telephonic and internet, unless provided as specifically described under the benefit section.
- Massage therapy.

These are only the highlights

This summary outlines the highlights of your plan. For a complete list of both covered and not covered services, including benefits required by your state, see your employer's insurance certificate or summary plan description – the official plan documents. If there are any differences between this summary and the plan documents, the information in the plan documents takes precedence. This summary provides additional information not provided in the Summary of Benefits and Coverage document required by the Federal Government.

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EHB State: CT

7/1/2018

ASO

Choice Fund Health Savings Account (HSA) Open Access Plus - Proclaim BE - TOE HDHP OAP Coinsurance Plan HDHFQJHDPQ1UCHSAF7CHSAHDFQJHDFQ
- 6846329, Version# 12

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Proficiency of Language Assistance Services

English – ATTENTION: Language assistance services, free of charge, are available to you. For current Cigna customers, call the number on the back of your ID card. Otherwise, call 1.800.244.6224 (TTY: Dial 711).

Spanish – ATENCIÓN: Hay servicios de asistencia de idiomas, sin cargo, a su disposición. Si es un cliente actual de Cigna, llame al número que figura en el reverso de su tarjeta de identificación. Si no lo es, llame al 1.800.244.6224 (los usuarios de TTY deben llamar a 711).

Chinese – 注意：我們為現任美聯健康保險客戶提供免費的電話諮詢服務。如果您已是美聯健康保險客戶，請致電您的 ID 卡上的諮詢號碼。其他客戶請致電 1.800.244.6224（電話專線：第 711 頁）。

Vietnamese – Xin lưu ý: Quý vị được cấp dịch vụ trợ giúp về ngôn ngữ miễn phí. Danh cho khách hàng hiện tại của Cigna, vui lòng gọi số ở mặt sau thẻ ID của bạn. Các trường hợp khác xin gọi số 1.800.244.6224 (TTY: Quay số 711).

Korean – 주안: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. 현재 Cigna 가입자님들께서는 ID 카드 뒷면에 있는 전화번호로 연락해주시십시오. 기타 다른 경우에는 1.800.244.6224 (TTY: 다이얼 711)번으로 전화해주시십시오.

Tagalog – Palunawa malapit na magkaroon ng tulong sa wikang pang-loob. Para sa mga kasalukuyang customer ng Cigna, tawagan ang numero sa likuran ng iyong ID card. O kausap, tumawag sa 1.800.244.6224 (TTY: 1-dial ang 711).

Russian – ВНИМАНИЕ: вам могут предоставить бесплатные услуги перевода. Если вы уже участвуете в плане Cigna, позвоните по номеру, указанному на обратной стороне вашей идентификационной карточки участника плана. Если вы не являетесь участником одного из наших планов, позвоните по номеру 1.800.244.6224 (TTY: 711).

Cigna برحاء إقامة خدمات الترجمة المجانية متاحة لكم لعملاء Cigna
تحتلن برحاء إتصال بطرق المكون على ظهر بطاقتك الشخصية، و التصل ب
(1.800.244.6224) : 711 ب (711).

806375a 05/17

French Creole – ATANSYON: Con sèvis fòm nan lang ki disponib gratis pou ou. Pou kliyan Cigna yo, re e nimewo ki deyè kat ID ou. Sinon, rele n mwo 1.800.244.6224 (TTY: Rele 711).

French – ATTENTION: Des services d'aide linguistique vous sont proposés gratuitement. Si vous êtes un client actuel de Cigna, veuillez appeler le numéro indiqué au verso de votre carte d'identité. Sinon, veuillez appeler le numéro 1.800.244.6224 (ATS: contactez le numéro 711).

Portuguese – ATENÇÃO: Tem ao seu dispor serviços de assistência linguística, totalmente gratuitos. Para clientes Cigna atuais, ligue para o número que se encontra no verso do seu cartão de identificação. Caso contrário, ligue para 1.800.244.6224 (Dispositivos TTY: marque 711).

Polish – UWAGA: w celu skorzystania z dostępczej bezpłatnej pomocy językowej, obecnym klientom Cigna mogą dzwonić pod numer podany na odwrocie karty identyfikacyjnej. Wszystkie inne osoby prosimy o skorzystanie z numeru 1.800.244.6224 (TTY: wybierz 711).

Japanese – 注意事項: 日本語等とされる場合、無料の言語支援サービスがご利用いただけます。現在のCignaのお客様は、IDカードの裏面の電話番号まで、お問い合わせいただき、ご連絡ください。その他の方は、1.800.244.6224 (TTY: 711)まで、お電話ください。

Italian – ATTENZIONE: Sono disponibili servizi di assistenza linguistica gratuiti. Per i clienti Cigna attuali, chiamare il numero sul retro della tessera di identificazione. In caso contrario, chiamare il numero 1.800.244.6224 (utenli TTY: chiamare il numero 711).

German – ACHTUNG: Die Leistungen der Sprachunterstützung stehen Ihnen kostenlos zur Verfügung. Wenn Sie gegenwärtiger Cigna-Kunde sind, rufen Sie bitte die Nummer auf der Rückseite Ihrer Krankenversicherungskarte an. Andernfalls rufen Sie 1.800.244.6224 an (TTY: Wählen Sie 711).

Persian (Farsi) – توجه: خدمات کمک زبانی به صورت رایگان به شما ارائه می شود برای مشترکان فعلی Cigna. لطفاً با شماره ای که بر پشت کارت شناسایی شما درج شده است تماس بگیرید. در غیر این صورت، شماره 1.800.244.6224 (شماره تلفن ویژه و تلفن برای شما 711) را تماس بگیرید.

APPENDIX D

Town of Enfield- All 1029 Employees

CIGNA Dental PPO Benefit Summary Effective 07/01/2011



This is a summary of benefits for your PPO plan. All deductibles, plan maximums, and service specific maximums (dollar and occurrence) cross accumulate between in and out of network.

CIGNA Radius Network Benefits	CIGNA Dental PPO	
	In-Network	Out-of-Network
Calendar Year Maximum		
(Class I and II Expenses)	Unlimited	Unlimited
Calendar Year Deductible		
Per Individual	\$0	\$0
Per Family	\$0	\$0
Class I Expenses - Preventive & Diagnostic Care	100%, No Deductible	100%, No Deductible
Oral Exams Cleanings Periodontal Cleanings Routine X-Rays Non-Routine X-Rays Fluoride Application Sealants Space Maintainers (limited to non-orthodontic treatment) Emergency Care to Relieve Pain		
Class II Expenses - Basic Restorative Care	100%, No Deductible	100%, No Deductible
Repairs - Dentures Oral Surgery - Simple Extractions Oral Surgery - All Except Simple Extraction Endodontics Hemi-Section Apicoectomy Root Canal Therapy Fillings Retrograde Fillings Relining of Dentures Stainless Steel Crowns Surgical Extraction of Impacted Teeth		
Class III Expenses - Major Restorative Care	50% , No Deductible	50%, No Deductible
Repairs - Bridges, Crowns, and Inlays Recement - Bridges, Crowns, and Inlays Dentures Post & Care Overdenture Add to Dentures Bridges Crowns / Inlays / Onlays		
Class IV Expenses - Orthodontia	Not Covered	
Missing Tooth Provision	No Limit	
Late Entrant Limit	No coverage until next open enrollment	
Pretreatment Review	Available on a voluntary basis when extensive work in excess of \$200 is proposed.	
Out-of-Network Reimbursement	Paid as Billed	
Student/Dependent Age	26/26	

		A		N	
Arbitration	16, 36		Negotiations	16	
ASE Certification	31				O
		B	Overtime	8	
Bulletin Board	5		Dispatcher Overtime	13	
		C			P
College Classes	39		Past Practice	29	
		D	Pension	32	
Disability Benefits	32		Probationary Employees	36	
Disciplinary Procedures	35		Probationary Period	6	
Discrimination	38		Promotions	7	
Dispatcher Overtime	13				R
Dues	5		Recognition	4	
Duration	40		Refuse Collection	38	
		G			S
Grievance	14, 15, 16, 36		Safety and Health	36	
Grievance Procedure	14		Safety Committee	36	
		H	Safety Glasses	37	
Health Insurance Buy-back	33		Savings Clause	38	
Holiday Pay	8		Seniority	6, 7, 8, 9, 19	
Holidays	12, 20, 28, 29, 37		Seniority List	6	
Hours of Work	8		Sick Leave	13, 18, 20, 21, 23	
		I	Sick Leave Pool	23	
Insurance	32		Strike	37	
Insurance Carrier Change	34		Superseniority	6	
		J			T
Just Cause	36		Training	7	
		L	Tuition Reimbursement	39	
Layoff	6, 38				U
Leave Provisions	20		Union Security	5	
Library Work Schedule	5				V
Life Insurance	32		Vacancy	7, 8	
Lockout	37		Vacation	17, 18, 19, 20, 29	
		M			W
Management Rights	37		Wages	30	
Meal Allowance	37		Work Schedules	5, 14	
Mediation	16				
Military Leave	25, 26				

**TOWN OF ENFIELD
&
LOCAL #1029
OF COUNCIL 4 AFSCME, AFL-CIO
"TENTATIVE AGREEMENTS"**

Union Proposal No. 3
Article 7 – VACATION
Section 7.12

7.12 Incorporate the Library Vacation Calendar Agreement into the contract.

For library employees only, a 12-month vacation calendar sign-up sheet will be posted every 6 months. The calendar will be distributed by seniority. Employees can request up to 150% of their maximum vacation time (i.e., an employee with 5 weeks accumulated vacation time may reserve up to seven and a half weeks, though he/she is limited to using 5 of them.)

At the end of the sign-up period, the most senior employee who signed up for a week will be guaranteed it. If an employee backs out of time previously requested, the next senior employee to request time will be granted the time off if it was previously denied.

At any time after all employees have had an opportunity to sign-up, any union member, regardless of seniority, can request time on the calendar using the "Request for Leave" form as long as the total requested doesn't exceed 150% of their time.

Proposal No. 5

- 5.8 ~~The current Town policy with respect to~~ With respect to the Highway Division and the Buildings and Grounds Division, the standby pay shall be \$150 [\$250] per week. The standby season for these two divisions shall be from the first full week in November until the first full week in April. The standby week shall be from 3:00 p.m. Friday to 7:00 a.m. the following Friday. The Supervisor has sole discretion whether the standby individual takes a vehicle home and which vehicle is taken, if any. In order to be eligible for a vehicle, employee must be within a thirty (30) minute commute to their respective garage.

Union Proposal No. 10

Article 5 – HOURS OF WORK, OVERTIME, & HOLIDAY PREMIUM PAY

Section 5.4

- 5.4 Overtime within classifications in the Public Works, Custodial Service Group, Library Departments, and Civilian Dispatchers shall be equalized within twenty (20) hours during a fiscal year. **[The Buildings & Grounds Employees – Alternative 4-Day Schedules shall be treated in their own separate class for each shift for purposes of equalizing overtime.]** Any employee not equalized within twenty (20) hours shall be compensated his/her regular hourly rate for the number of hours required to be equalized. Civilian Dispatchers who are out on sick leave shall not be charged with overtime for the first three (3) weeks of their sick leave. Civilian Dispatchers will be charged with overtime for days on sick leave that are in excess of the first three (3) weeks of their sick leave. Department of Public Works employees who are out on worker's compensation will be charged with the average number of overtime hours that are worked by other employees in their division during the period of their absence. Overtime shall not be charged for vacations, stand-by (when no one else is called in), and funeral leave.

TOWN PROPOSAL

ARTICLE 11 WAGES

- 11.0 Wage scales, classifications of positions and class specifications shall be negotiated and made part of this Agreement.
- 11.1 Employees promoted to a higher classification or working in a higher classification shall be paid the rate representing the next higher amount of pay, in the classification so assigned, above that previously paid.
- 11.2 Employees assigned to work in a higher classification for a period of thirty (30) consecutive days or more shall be credited with such time in the event said employee is permanently promoted and is less than maximum rate.
- 11.3 Employees are entitled to the wage scales and increments upon completion of the periods of time as set forth in Appendix A.
- a. Effective upon ratification and adoption by both parties, all rates of pay on the pay plan in effect on June 30, 2021, shall be increased and retroactive by three percent (3%)¹.
 - b. Effective July 1, 2022 all rates of pay on the pay plan in effect on June 30, 2021, shall be increased by three percent (3%).
 - c. Effective July 1, 2023 all rates of pay on the pay plan in effect on June 30, 2023, shall be increased by three and one-quarter percent (3.25%).

¹ Coupled with the \$2,200 ARPA distribution for eligible employees, both Parties agree that bargaining unit employees will have received a 7.4% annual increase in calendar year 2022.

TOWN PROPOSAL

ARTICLE 21

DURATION

21.0 This Agreement shall be effective on the date that this contract becomes final and binding and remain in full force and effect through the 30th day of June ~~2024~~ 2024. It shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, not more than one hundred eighty (180) days nor less than one hundred twenty (120) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given negotiations shall begin not later than ninety (90) days prior to the anniversary date. This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

For the Town

Eileen Zappo-Sasson
Arthur V. Bielewala

May 25, 2022

For the Union

Anthony J. B. B.
Julia J. B. 6-20-2022
V. H.

~~May 3~~, 2022

June 20, 2022

Registrar of Voters

2022 Town Council redistricting
proposal presentation
June 6, 2022

1

MISSION STATEMENT

- By statute, to the best of our ability we attempted to balance out the four Municipal Council districts by overall population (not by registered voters). This can be a difficult task as the Census data is provided to us in 'census blocks' not by Street and some of those census blocks are even split between different Council districts. We were unable to account for only 278 residents out of 40,013 residents.
- Any and all proposed Municipal redistricting changes must be approved by the Town Council, via a public hearing and a resolution. In addition, during the upcoming November 2022 election, the Enfield residents must vote and hopefully approve the Municipal Redistricting plan as a referendum question, a requirement under our Town Charter. If passed, these changes will then be in effect for the November 2023 Municipal election and for all future Municipal elections after that, until 2033.
- It should be noted that the current margin between the largest District (2) and the smallest District (1) is only 560 residents. Thus, the Council can consider leaving the current Council District plan in place (plan from 2013). In the new proposed plan the margin between the largest District (4) and the smallest District (1) is only 84 residents.

2

Proposed District Changes

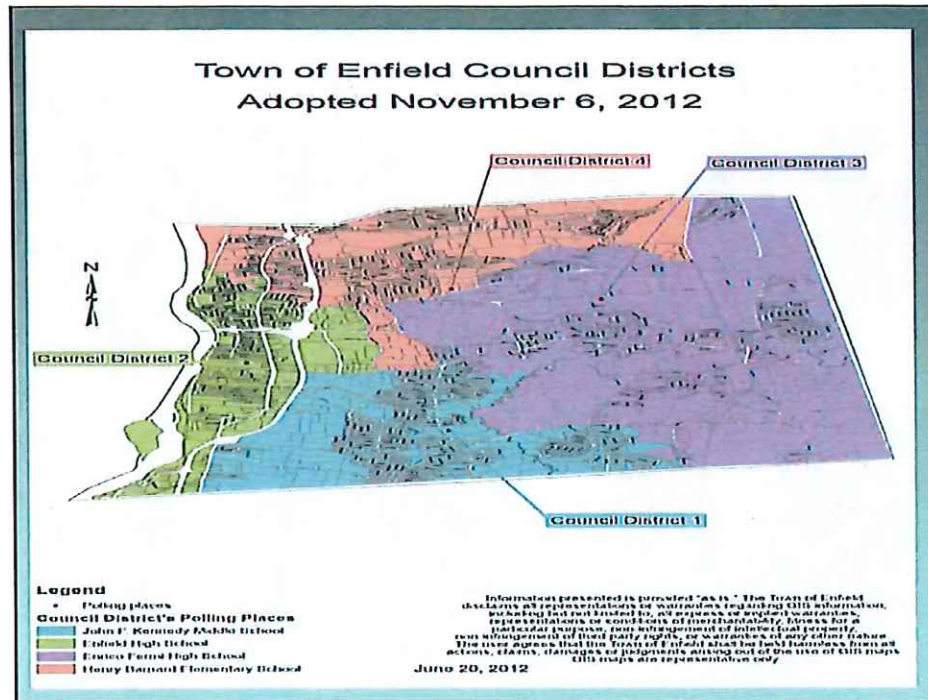
- **Into District 1** – move from District 4, south side of Middle Road, east side of Beech Road, and the Mark Twain area.
- **Into District 3** – move from District 4, the Cozy Street area.
- **Into District 4** – move from District 2, the remaining Mount Carmel neighborhood.

3

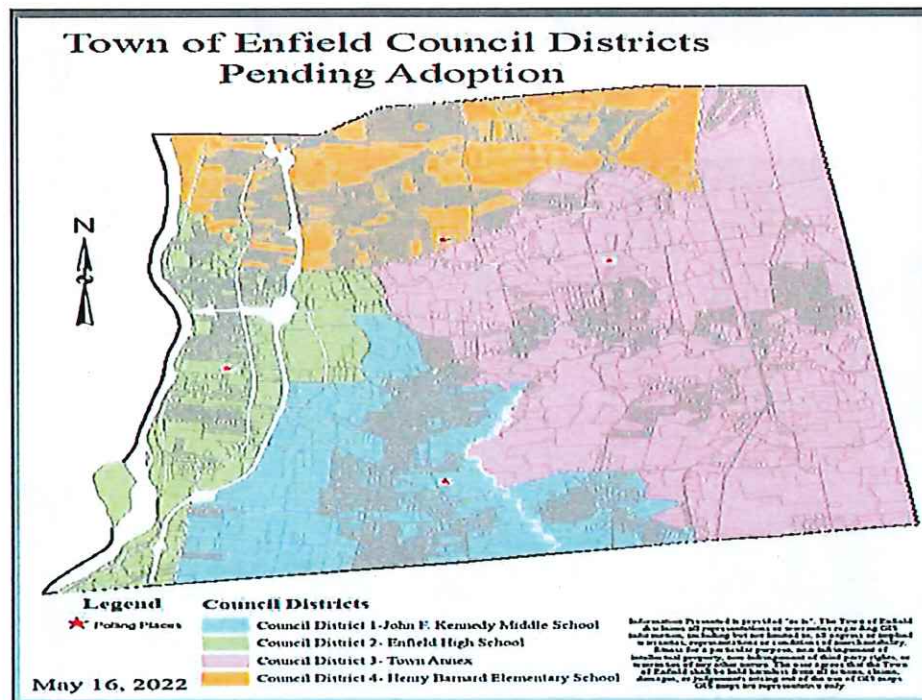
Detailed District Numbers

- **District 1** – New Plan has 9,935 residents.
Remain as is = 9,710 residents.
- **District 2** – New Plan has 9,952 residents.
Remain as is = 10,270 residents.
- **District 3** – New Plan has 9,882 residents.
Remain as is = 9,838 residents.
- **District 4** – New Plan has 9,966 residents.
Remain as is = 9,917 residents.

4



5



6

STATE ASSEMBLY DISTRICTS

- There were minor changes made to the 58th and 59th State Assembly Districts as it pertains to Enfield.
- The following streets are now completely in the 58th – Edward St, Avon St, Avon St Ext, Essex St, Beverly St, Carlisle St, top of Oldefield Farms, north side of Middle Road, and a portion of Hazard Ave.

7

SUMMARY

In summary, we have provided you with two options:

- 1) to adopt the proposed plan.
- 2) to have the current districts remain as is.

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TOWN OF ENFIELD

Date: August 8, 2022

Title: Resolution to Accept a Land Donation

Summary:

- The Planning and Zoning Commission received the 8-24 referral from the Town Council at their June 30, 2022 meeting, and voted 7-0 to recommend acceptance of the land donation (a portion of 10 N. Maple Street) to be used for parking at the Hazardville Institute located at 317 Hazard Ave., as referenced in the Resolution dated June 20, 2022.
- There is no budget impact.

Recommendation:

To acknowledge the positive vote of the Planning & Zoning Commission and accept the land donation.

BE IT RESOLVED that the Enfield Town Council does hereby accept the land donation of a portion of 10 North Maple Street for the use of a parking plan at the Hazardville Institute, and to refer the matter to the Town Attorney for review and final action.

Date Prepared: August 8, 2022
Prepared by: Ellen Zoppo-Sassu, Town Manager



TOWN OF ENFIELD

To: Ellen Zoppo-Sassu, Town Manager & John Wilcox, Finance Director
From: Erin Riggott, EMS Chief
Date: August 2, 2022
Regarding: EMS Vehicle Replacement Delays

WHEREAS, In Fiscal Year 2023, the Town Budget was passed and included an Ambulance Re-Mount for \$218,000.00, leased over 5 years. This figure was based on a 2022 Dodge RAM 4500 chassis, which is not available. The following issues are outlined below:

- Due to the pandemic, there are significant supply chain issues related to vehicle availability. As such, the lead time to order a new chassis is 12-18 months.
- If we enter into the Agreement with American Emergency Vehicles (AEV) to move forward with the re-mount, we will be added to the list to receive a Dodge Ram 4500 Chassis, on a first come, first serve basis when they become available.
- The remount price will be locked in; the only variable price is the cost of a 2023 Dodge Ram 4500 Chassis. Dodge has not released this cost; the exact cost will be known the day the chassis is shipped from Dodge Ram. For your reference, the 2022 Dodge Ram 4500 Chassis cost was \$62,148.00.
- Additionally, the vehicle replacement plan calls for a remount for Fiscal Year 2024. Due to this significant delay in procurement of the chassis, the Town should enter into the agreement at this time and be added the list for FY2024. The re-mount cost would again be locked in, minus the chassis cost.

This plan would put the town in the best position given the circumstances to ensure the vehicle replacement plan stays on track, while locking in the price in a volatile market.

NOW THEREFORE BE IT RESOLVED, that the Town Manager is authorized to sign the AEV Modular Work Order Customer Content Form committing the Town to refurbishing an ambulance on a 2023 model Dodge 4500 chassis. In the event of an increase in the cost of the chassis, an additional appropriation may be required.

BE IT FURTHER RESOLVED, that the Town Manager is authorized to sign the AEV Modular Work Order Customer Content Form committing the Town to refurbishing an ambulance on a 2024 model Dodge 4500 chassis. The refurbishing of this vehicle will not take place prior to fiscal year 2024 and will be budgeted in fiscal year 2024.

Emergency Medical Services
1296 Enfield Street
Enfield, Connecticut 06082

Erin Riggott, Chief
Telephone (860) 253-6558
Fax (860) 253-4762

ENFIELD TOWN COUNCIL

RESOLUTION NO. ____

**Resolution Setting a Public Hearing for the
Public Safety Complex Addition**

WHEREAS, the Town has acquired property adjacent to the Enfield Public Safety Complex; and

WHEREAS, the Enfield Town Council wishes to construct an addition to the existing complex to house the Enfield Emergency Medical Services, upgrade the Enfield Police Department, and allow space for a regional state-of-the-art training center; and

WHEREAS, the Enfield Town Council wishes to provide funding for this addition; and

WHEREAS, the Town Council would like the public's input on the project.

NOW, THEREFORE BE IT RESOLVED, that the Enfield Town Council does hereby schedule a Public Hearing to be held on August 29, 2022 at 6:45 p.m. in the Enfield Town Hall Council Chambers, 820 Enfield Street, Enfield, Connecticut in order to allow public comment on the proposed "Public Safety Complex Addition."

Date Prepared: August 8, 2022
Prepared by: Town Manager's Office

PART IV - CODE OF ORDINANCES
Chapter 22 - CIVIC AND CULTURAL AFFAIRS
ARTICLE II. CULTURE AND ARTS COMMISSION

Sec. 22-31. Establishment of commission.

The town council has established the Enfield Culture and Arts Commission.

Sec. 22-32. Definitions.

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

Commission means the Enfield Culture and Arts Commission.

Sec. 22-33. Purpose of commission.

The purpose of the commission shall be to plan, produce, coordinate, or otherwise provide assistance to sponsors of events or activities and to encourage participation therein, which promote or develop the artistic, historic, cultural and heritage resources of and within the community of Enfield.

Sec. 22-34. Members; qualifications, appointment, terms of office.

- (a) Members of the commission shall be appointed by the town council and shall be selected from a broad cross section of the residential and business community so as to create a diverse body of members who are interested in the aims and purposes of this commission as set forth in this article.
- (b) The commission shall consist of seven resident electors, who shall serve for two-year overlapping terms, which shall commence on June 1 of the year of their appointment; two town council member liaisons; **one Board of Education liaison** and, one town staff member liaison.
- (c) Annually, during the month of June, the members of the commission shall meet, organize and from among their members elect a chair, a vice-chair and a secretary.

Sec. 22-35. Vacancies.

Any vacancy in the term of any member of the commission shall be filled by appointment by the town council for the unexpired term in accordance with section 22-34(a).

Sec. 22-36. Expenses and assistance.

The members of the commission shall serve without compensation. The commission may receive federal, state, municipal or private monies for the purposes of fostering, assisting and encouraging the arts and to encourage the participation in, and promotion, development and appreciation of Enfield history and culture.

Sec. 22-37. Meetings.

The commission shall fix the time and place of its regular monthly meetings and may hold such special meetings as may from time to time be required. The commission shall keep a record of its proceedings, deliberations and actions and shall annually report to the town council in writing its activities and goals. The commission may, within the limit of funds available, employ clerical help or solicit any technical assistance or consultants that may be required.

Sec. 22-38. Auxiliary services.

The facilities and services of the various agencies and departments of the town shall be available to the commission as it may reasonably require.



TOWN OF ENFIELD

August 4, 2022

Honorable Member
Enfield Town Council
Enfield, Connecticut

Subject: Resolution to amend the “Engineering Tech II WPC” job description.

Highlights:

- The Director of Public Works and Water Pollution Control Superintendent proposes amending the “Engineering Tech II WPC” job description to meet the current updated needs of division and eliminate an unnecessary requirement.
- This position is currently vacant and the Union has no issue with these amendments.

Budget Impact:

There is no budget impact since the position was recently approved in the upcoming 2022-2023 fiscal year budget.

Recommendation:

The Town Council approve the Resolution.

BE IT Resolved, that in accordance with Chapter VII Section II of the Town Charter the Enfield Town Council does hereby adopt the job description for the following position:

POSITION
Engineering Tech II WPC

Respectfully Submitted,

Steven V. Bielenda, Esq.
Assistant Town Manager

Attachments:

1. Resolution
2. Job Description (Engineering Tech II WPC)

**TOWN OF ENFIELD
JOB DESCRIPTION
DEPARTMENT OF PUBLIC WORKS – WATER POLLUTION CONTROL DIVISION**

ENGINEERING TECHNICIAN II/WPC GRADE II

GENERAL STATEMENT OF DUTIES: This position is responsible for technical work involving the performance of civil engineering work, primarily in the Water Pollution Control Division.

SUPERVISION RECEIVED: Under the general supervision of the Superintendent of Water Pollution Control.

SUPERVISION EXERCISED: May supervise WPC personnel of lower grades.

ESSENTIAL JOB FUNCTIONS: Acts as field inspector/project coordinator to assure that materials and construction conform to the project requirements and WPC regulations. **Prepares operational records and reports for Capacity, Management, Operations, and Maintenance program (CMOM) to ensure compliance.** Responsible for the scheduling, coordinating, supervision and participating in all field inspections. Projects are typically sanitary sewer trunklines, force mains, pump stations, sanitary house connections, drainage systems, and may include some roadways, sidewalks, curbs and parking lots. Other field inspections consist of routine checks on erosion controls on all active sites, **grease traps and grease interceptors**, as well as investigations and recommendations for various public works problems and complaints. Responsible for final inspection of all real estate subdivision connections. Keeps detailed notes and records of all work including quantities for payment and execution of as-builds. Maintains record-keeping systems. Resolves minor problems and conflicts in the field; regular & punctual attendance.

OTHER JOB FUNCTIONS: Performs related work as required.

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

Work is performed in office setting with some outdoors work required in the inspection of various land use developments, construction site, or public works facilities. Hand-eye coordination is necessary to operate drafting instruments, computers and various pieces of office equipment.

While performing the duties of this job the employee is frequently required to stand, talk, and hear. The employee is occasionally required to stoop, kneel, crouch, reach, walk, sit, use hands to finger, grasp handle, feel or operate objects, tools or controls; reach with hands and arms.

The employee must occasionally lift and/or move up to 50 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

WORK ENVIRONMENT: The work characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

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

Must be able to perform highly complex and varied tasks requiring independent knowledge, its application to a variety of situations as well as exercise of independent judgment,

The noise level in the work environment is generally quiet inside and may be moderate to loud in field.

MINIMUM QUALIFICATIONS:

KNOWLEDGE, SKILL AND ABILITY: Considerable knowledge of civil engineering principles and practices as related to materials and construction methods; knowledge of soil types and their uses for backfill material and methods of compaction; ability to adapt or modify methods and standards to meet field variations; ability to keep complete and accurate records of all work performed; ability to maintain adequate safety on the job with regards to the general public, contractors and their representatives, Town officials and co-workers in a courteous manner.

EXPERIENCE AND TRAINING: Associates degree in Engineering or some other related field and five (5) years in an engineering environment. Any equivalent combination of education and experience. Must possess valid drivers license, ~~hold a State of Connecticut WPC Grade 2 certification at time of appointment.~~

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

Revised: 10/28/02, Adopted 11/18/02 **PENDING**