



AGENDA
ENFIELD TOWN COUNCIL
REGULAR MEETING
Monday, January 9, 2023
7:00 PM – Council Chambers
<https://youtu.be/irbS-xV7JZk>

6:45 PM – Public Hearing – Proposed Ordinance Establishing Number of Justices of the Peace at Seventy-Five (75)

1. PRAYER – Nick Hopkins
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. FIRE EVACUATION ANNOUNCEMENT
5. MINUTES OF PRECEDING MEETINGS
 - Special Meeting – December 19, 2022
 - Regular Meeting – December 19, 2022
6. SPECIAL GUESTS:
 - Mass Mutual, Fast Track Realty and All Sports Village
7. PUBLIC COMMUNICATIONS AND PETITIONS
8. COUNCILOR COMMUNICATIONS AND PETITIONS
9. TOWN MANAGER REPORT AND COMMUNICATIONS
10. REPORT OF SPECIAL COMMITTEES OF THE COUNCIL
11. UNFINISHED BUSINESS
12. NEW BUSINESS

A. Consent Agenda

1. **Discussion/Resolution:** Resolution to Transfer Funds from EIS Foundation/Schwarz and Weiss Families donated to the Family Resource Center: \$1,000
2. **Discussion/Resolution:** Request for Transfer of Funds for Public Safety for the Click It or Ticket Grant - \$9,566
3. **Discussion/Resolution:** To Accept a \$15,000 Donation from Rockville Bank Community Foundation for the Town of Enfield Fuel Bank

B. Appointment(s)–Town Council Appointed

1. **Enfield Housing Authority** – The Term of Office of William Ballard (R) Expired 11/30/22. Replacement Will be Kyle Bell (R) Until 11/30/2027.

- C. Discussion/Resolution:** Recommendation from the Economic Development Commission for Small Business Grants process funded by ARPA
- D. Discussion/Resolution:** Resolution for Town Council to Approve 14 ARPA Non-Profit/Not-For-Profit Grant Program Applications totaling \$200,000
- E. Discussion/Resolution:** To Allocate \$65,000 from ARPA Funds to the Five (5) Fire Districts for Covid-19 Premium Pay
- F. Discussion/Resolution:** To authorize the Town Manager to negotiate a MOU for the Collection of Fire District taxes
- G. Discussion/Resolution:** Resolution to Approve Tax Assessment Agreement for Agri-Mark and Eppendorf at 113 North Maple Street for the October 1. 2023 Grand List.
- H. Discussion/Resolution:** Resolution to Authorize a Tax Stabilization Agreement with Enfield Solar One, LLC
- I. Discussion/Resolution:** Resolution to Settle Property Tax Assessment Appeals for 240 Brainard Road and 466 Enfield Street
- J. Discussion/Resolution:** Resolution to Settle Property Tax Assessment Appeal for 301 Hazard Avenue
- K. Discussion/Resolution:** Resolution to Transfer Funds from the Office of Early Childhood (OEC) School Readiness Grant: \$26,880
- L. Discussion/Resolution:** Request to the Board of Education concerning the disposition of Nathan Hale School

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

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

15. COUNCILOR COMMUNICATIONS.

16. ADJOURNMENT.

*****CONSIDERED FOR REAPPOINTMENT**

OFFICE OF THE TOWN MANAGER

Date: January 9, 2023

To: Bob Cressotti, Mayor

From: Ellen Zoppo-Sassu, Acting Town Manager

Re: PUBLIC HEARING GROUND RULES-

1. Roll Call.
2. READ BY MAYOR: The following Notice of Public Hearing was published in the Hartford Courant on Tuesday, December 27, 2022.

TOWN OF ENFIELD LEGAL NOTICE

The Enfield Town Council will hold a Public Hearing in the Enfield Town Hall Council Chambers, 820 Enfield Street, Enfield Connecticut on Monday, January 9, 2023, at 6:45 P.M. to allow interested residents an opportunity to express their opinions regarding the PROPOSED ORDINANCE ESTABLISHING THE NUMBER OF JUSTICES OF THE PEACE AT SEVENTY-FIVE (75). More information regarding the proposed changes, can be viewed at www.enfield-ct.gov.

Dated this 23rd day of December, 2022
Sheila M. Bailey, Town Clerk

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

**ENFIELD TOWN COUNCIL
MINUTES OF A SPECIAL MEETING
MONDAY, DECEMBER 19, 2022**

A Special Meeting of the Enfield Town Council was called to order by Chairman Cressotti on Monday, December 19, 2022. The meeting was called to order at 5:45 pm.

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

MOTION #6435 by Councilor Nelson seconded by Councilor Mangini to go into Executive Session to discuss the Enfield Teachers' Association contract and real estate negotiations.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #6435** adopted.

EXECUTIVE SESSION

The Executive Session of the Enfield Town Council was called to order by Chairman Cressotti at 5:47 pm.

Superintendent of Schools, Christopher Drezek joined the meeting and Councilor Ludwick recused himself from discussion of the Enfield Teachers Association Contract and exited the meeting.

Mr. Drezek left the meeting at 6:15 pm and Councilor Ludwick rejoined the meeting at which time Councilors were joined by MassMutual Head of Corporate Real Estate, Sean Anderson; Fast Track Realty LLC Manager, Andy Borgia; and All Sports Village Inc. Director, Anthony Ardolino.

Chairman Cressotti reconvened the Special Meeting at 6:50 pm and stated during executive session the Council discussed the Teachers' Association contract and real estate negotiations with no action or votes being taken.

ADJOURNMENT

MOTION #6436 by Councilor Finger, seconded by Councilor Unghire to adjourn.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #6436** adopted and the meeting stood adjourned at 6:51 pm.

Respectfully submitted,

Sheila M. Bailey
Town Clerk
Clerk of the Council

**ENFIELD TOWN COUNCIL
MINUTES OF A REGULAR MEETING
MONDAY, DECEMBER 19, 2022**

A Regular Meeting of the Enfield Town Council was called to order by Mayor Cressotti on Monday, December 19, 2022. The meeting was called to order at 7:00pm.

PRAYER – Councilor Despard gave the Prayer.

PLEDGE OF ALLEGIANCE – The Pledge of Allegiance was recited, led by Enfield’s Kid Mayor, Tristen Courchesne.

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

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

MINUTES OF PRECEDING MEETINGS

MOTION #6437 by Councilor Mangini, seconded by Councilor Pyznar to accept the minutes of the Special Meeting held on December 5, 2022.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #6437** adopted 8-0-2 with Councilors Despard and Unghire abstaining.

MOTION #6438 by Councilor Mangini, seconded by Councilor Finger to accept the minutes of the Regular Meeting held on December 5, 2022.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #6438** adopted 8-0-2 with Councilors Despard and Unghire abstaining.

MOTION #6439 by Councilor Cekala, seconded by Councilor Mangini to accept the minutes of the Special Meeting held on December 12, 2022.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #6439** adopted 9-0-1 with Councilor Ludwick abstaining.

SPECIAL GUESTS

Tristen Courchesne – Enfield’s Kid Mayor

The Mayor and the Town Council congratulated Tristen Courchesne, who won election as Enfield's Kid Mayor with a platform of "All Humans are Equal." He promises to help end racism and encourage conversations in his school and community promoting kindness to all. He is creating a song, developing his own blog called Tristen's Tips, and holding community conversations led by professionals in anti-racism and anti-bullying. Tristen will also develop his "We All Are Human" t-shirts to encourage people to be kind to one another.

Pam Townsend – Wreaths Across America

Ms. Townsend wishes to say thank you to every volunteer, business, organization and to those who prefer to stay behind the scenes but make a huge contribution to the success of Enfield's Wreaths Across America. She especially wants to thank Lori Gates, Superintendent Drezek, the students, faculty, Enfield's first responders and the residents of Enfield that stood along the roadside and saluted as the precious cargo passed by. She encourages everyone to watch the video on the Enfield Public Schools' website. It is truly heartwarming to see the children along the sides of the road.

Ms. Townsend stated that they are already preparing for the 2023 ceremony. There are three things the community can do to make a difference:

- Help them locate veteran's graves by maintaining your loved one's burial plot and clearing it of leaves and debris.
- Wreath sponsorship. Right now, there is a wreath match promotion which runs until January 15th. For every wreath sponsored, the cemetery gets another wreath. You can sponsor a wreath by going online at www.wreathsasscrossamerica.or/spce and select a fundraising group. Or you can email Ms. Townsend at enfieldwaa@yahoo.com
- Volunteering. There are many jobs that need to be done before, during and after the celebration. If you are interested in volunteering, please contact Ms. Townsend.

PUBLIC COMMUNICATIONS

Chris Lang, 90 South Road

Ms. Lang is here as a member of Showing Up for Racial Justice (SURJ). She would like the Council to give the listening public a description of how they solicited, vetted and chose the candidates to serve on the Diversity, Equality and Inclusion (DEI) Committee. She would also like to discuss the possibility of a liaison from SURJ being appointed to the committee. She requested an explanation as to why the party affiliations for each member are listed on the agenda.

Eric Drouin, 221 Broad Brook Road

In Suffield, they have a Transportation, Infrastructure and Pedestrian Safety Committee and he would like to suggest Enfield create the same type of committee. As evidenced by the attendance at the Mall Transit Study meeting, there is interest by residents on improving pedestrian and bicycle safety in our town.

Chairman Cressotti declared Public Communications closed.

COUNCILOR COMMUNICATIONS

Councilor Mangini congratulated Ms. Townsend on an organized and successful event. She also attended another successful event, Rachel's Challenge, which really drives home the message, especially to our youth, of respect, caring and community service.

Councilor Nelson would like the culverts behind the mall to be inspected because they are partially blocked and creating a water problem. We should also have CT Route 91 and Route 5 and High Street inspected because those were the three points that caused all those neighborhoods to flood.

Councilor Pyznar would like to recognize Kari Monteforte and Lauren Andrew of 2Moms on a Mission whose mission it is to raise money for local charities and families in need. Together, they help make Christmas possible for kids in town who may not have Christmas without them.

Councilor Hopkins asked if we could jumpstart conversations regarding creating a separate Water Pollution Control Commission.

Councilor Cekala wanted to congratulate Enfield Public Schools who were in the top five school districts for fundraising on EPS-PJ Day. They raised \$10,802 this year in support of the Connecticut Children's Hospital. Councilor Cekala would like an update on having the ice rink at Powder Hollow this year and where we stand with the field updates at Powder Hollow.

Chairman Cressotti congratulated Alyssa Rossignol for scoring her thousandth point for Enfield High School's girls' basketball team. Also, former Enfield field hockey player Taylor Geaglone earned first team All-American, University of New Haven.

Chairman Cressotti thanked Connie Provencher who has managed the Market for the last few years. She will be stepping down from her position at the end of the indoor season.

MOTION #6440 by Councilor Nelson, seconded by Councilor Unghire to authorize the Town Manager's office to send Connie Provencher a letter of recognition on behalf of the Town Council.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #6440** adopted 11-0-0.

Chairman Cressotti and Councilor Finger attended the CRCOG meeting regarding the Enfield Square Traffic Impact Study. We had 1,180 survey responses. If anyone is interested in the report compiling results from the survey responses, please go to CRCOG's website. Chairman Cressotti supports having a townwide committee regarding improving pedestrian and bicycle safety in town. It was stated during the meeting that Enfield is not user-friendly when it comes to pedestrians and bicycles.

TOWN MANAGER REPORT AND COMMUNICATIONS

Ms. Zoppo-Sassu reminded everyone that January's council meetings will be held the second and forth Mondays because of the holidays.

The small business grants are under consideration by the Economic Development Commission. There were over fifty applications and remains open until Friday. There were applications that exceed the amount of money Council allocated, so they are going through the process of evaluation. The EDC will be making their recommendations possibly by January. Likewise, the non-profit ARPA grant application process is open until Friday and for anyone who is interested, the grants are for non-profit and not-for profit organizations recognized by the IRS.

The Assistant Town Manager and Manager are working on a report regarding the status of various projects in town which should be helpful as we enter this budget season.

Ms. Zoppo-Sassu stated that she supports the establishment of a Pedestrian and Bicycle Safety Committee and believes there would be support in town for such a committee.

Ms. Zoppo-Sassu explained that in terms of political affiliations being put on the agenda, this follows state law which stipulates the town maintain a balance between political parties.

The obstructions Councilor Nelson mentioned have been reported to DPW and she will follow up with them tomorrow.

Ms. Zoppo-Sassu reported that there was damage done to the liner for the ice rink last year. That has been replaced and DPW has started to put the boards up. The contractor for the other work at Powder Hollow has not been responsive so the DPW Department has decided to go with another contractor.

Assistant Town Manager, Steve Bielenda stated that last week we held promotion interviews for detective, sergeant, and lieutenant. He compiled panelists from various towns to conduct the interviews. Mr. Bielenda stated that he received two unsolicited compliments from the panelists who commented that everyone seems so happy working here. Mr. Bielenda described the many small things we as a town do to help make our employees feel valued and happy working here. He feels this is a testament to the town as well as to all the Council Members here tonight.

REPORTS OF SPECIAL COMMITTEES OF THE COUNCIL

Councilor Mangini stated that the Joint Facilities Committee met in executive session last week to review an in-house assessment of the schools that was performed by our staff. All schools, except JFK and Enfield High due to the security updates already in place at those two schools, were reviewed by B&G staff. Locksmiths fixed all the items that needed attention. Councilor Mangini asked the Town Manager to share the presentation with our Town Council.

Council Unghire attended the Enfield Beautification Committee meeting. One of the items they addressed was the Adopt-a-Spot program. There are several areas still available and if any business or resident is interested in adopting a spot, they must maintain it and may plant flowers or bushes and place

a small sign. The fee is \$100 for a lifetime. If you are interested, please call Ken Boulette at 860-763-7524.

Councilor Pyznar would like to recognize the Commission on Aging and specifically, Alice Egan, who does all the shopping for Saint Josephs and Parkway to ensure no one is left out at Christmas.

UNFINISHED BUSINESS – None.

NEW BUSINESS

CONSENT AGENDA – None.

APPOINTMENTS/TOWN COUNCIL APPOINTED

MOTION #6441 by Councilor Cekala, seconded by Councilor Mangini to appoint John Malinoski (R), Yanired Toledo-DeMicheli (D), Brandon Jewell (D), Monica Ogums (U), Rosalind Swift (D), Chad Woodyard (U), and James Hoyne (D) to the Diversity, Equity and Inclusion Committee (DEI) for terms to be determined upon final resolution.

Councilor Pyznar stated that she wanted to stipulate that there should be two council liaisons appointed to this committee. Councilor Despard agreed but stated that it will be part of the final resolution. He is glad to see movement on this and is also happy that they have taken their time to do this the right way.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared **MOTION #6441** adopted 9-0-2 with Councilors Nelson and Unghire abstaining.

MOTION #6442 by Councilor Nelson, seconded by Councilor Unghire to reappoint Darren Ketchal (R) to the Enfield Beautification Committee for a term that expires 12/1/25.

Upon a **SHOW-OF-HANDS** vote being taken, the chair declared **MOTION #6442** adopted 11-0-0.

MOTION #6443 by Councilor Nelson, seconded by Councilor Unghire to reappoint William St. George (I) to the Commission on Aging for a term that expires 1/1/26.

Upon a **SHOW-OF-HANDS** vote being taken, the chair declared **MOTION #6443** adopted 11-0-0.

MOTION #6444 by Councilor Nelson, seconded by Councilor Unghire to reappoint Howard Florian (U) to the Commission on Aging for a term that expires 1/1/26.

Upon a **SHOW-OF-HANDS** vote being taken, the chair declared **MOTION #6444** adopted 11-0-0.

MOTION #6445 by Councilor Nelson, seconded by Councilor Unghire to reappoint Alice Egan (R) to the Commission on Aging for a term that expires 1/1/26.

Upon a **SHOW-OF-HANDS** vote being taken, the chair declared **MOTION #6444** adopted 11-0-0.

RESOLUTION #6446 by Councilor Mangini, seconded by Councilor Cekala.

BE IT RESOLVED, that the Town Council does hereby find, based on the foregoing compelling public interest, and in accordance with Town Charter Chapter V, Section 8(d), that it is therefore against the best interest of the Town to solicit bids for the purchase of Department-wide Professional Development support and services.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #6446** adopted 11-0-0.

RESOLUTION #6447 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:	ARPA Revenue		
	Grants-COVID-Federal	24540000-460004	\$ 12,300
TO:	ClearGov Software		
	Software	24508331-573600	\$ 12,300

BE IT FURTHER RESOLVED, that the Town Council does hereby find, based on the foregoing compelling public interest, and in accordance with Town Charter Chapter V, Section 8(d), that it is therefore against the best interest of the Town to solicit bids for the purchase of software and implementation services.

Certification: I hereby certify that the above stated funds are available as of December 19, 2022.

/s/ John Wilcox, Director of Finance

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #6447** adopted 11-0-0.

RESOLUTION #6448 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:	Fuel Tank Removal		
	Construction Services	31008214-545000	\$ 85,016.11

TO: Troubled Properties

Miscellaneous Expenditures 31008877-589000 \$ 85,016.11

Certification: I hereby certify that the above stated funds are available as of November 8, 2022.

/s/ John Wilcox, Director of Finance

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #6448** adopted 11-0-0.

RESOLUTION #6449 by Councilor Mangini, seconded by Councilor Nelson.

NOW THEREFORE BE IT RESOLVED, that the Enfield Town Council does hereby schedule a Public Hearing to be held on January 9, 2023 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 "Ordinance Establishing the Number of Justices of the Peace at Seventy-Five (75)."

Town Clerk, Sheila Bailey explained that the Town of Enfield is one of 33 towns out of 169 which have yet to adopt an ordinance limiting the number of justices of the peace. By State Statute, the Town of Enfield may have up to 5,405 justices. A third of this number is allocated to the Republicans, a third is allocated to the Democrats, and a third is allocated to the Town Clerk for unaffiliated and minor parties.

In the month of May preceding the new term, the Town Committees send the town clerk's office their list of endorsements for justices of the peace. We then verify that they are eligible voters living in Enfield and create their Certificate of Credentials as well as their signature cards. After November, candidates are sent letters indicating that they now have ten days to receive their oath of office and provide their signature. In May of 2020, The town clerk's office received 142 party endorsements. Out of 142 endorsements, only 76 candidates came in to receive their oath of office. 66 reverted to vacancies.

Currently, the Town has forty-two Republican JPs. Sixteen have performed weddings since the beginning of the term in January, 2021. Out of those sixteen, ten have only performed one wedding. The Town has forty-three Democrats listed as JPs. Eleven of those have performed weddings since the beginning of their term and out of those eleven, seven performed one wedding. The Town Clerk stated that she interprets this to mean that many people may become JPs so they can officiate a wedding for their friend or niece. There are other avenues in the law to accomplish this. Connecticut passed a law recognizing online ordinations. The resident completes the application online, sends in the fee and receives their credentials.

Ms. Bailey proposed that Council adopt an ordinance limiting the number of JPs to seventy-five (75). This would mean the Republicans, Democrats and Town Clerk would each have twenty-five slots.

Councilor Santanella asked whether Connecticut has a one-day permit to marry someone? Ms. Bailey responded that Connecticut does not have a law allowing one-day credentials.

Councilor Mangini asked how we would determine who is appointed to those twenty-five slots. Ms. Bailey explained that the Town Committees would endorse major-party members according to

their party rules. Town Clerk appointments are managed differently. Residents have an application period in August through November in which to apply. This ordinance would become effective for the next term beginning in January 2025 and would not affect the people currently serving.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #6449** adopted 11-0-0.

MOTION #6450 by Councilor Nelson, seconded by Councilor Unghire to waive the reading of the full resolution.

Upon a **SHOW-OF-HANDS** vote being taken, the chair declared **MOTION #6450** adopted 11-0-0. The full resolution is appended to these minutes.

RESOLUTION #6451 by Councilor Nelson, seconded by Councilor Santanella

BE IT RESOLVED the Town Council receives the resolutions on the Intent to Consolidate from the Hazardville and Shaker Pines Fire Districts and to notify the Town Clerk to place on file.

Upon a **ROLL-CALL** vote being taken, the Chair declared **RESOLUTION #6451** adopted 11-0-0.

PUBLIC COMMUNICATIONS – None.

COUNCILOR COMMUNICATIONS– None

MOTION #6452 by Councilor Cekala, seconded by Councilor Unghire to adjourn the meeting.

Upon a **SHOW-OF-HANDS** vote being taken, the chair declared **MOTION #6452** adopted 11-0-0 and the meeting stood adjourned at 8:46pm.

Respectfully submitted,

Sheila M. Bailey
Clerk to the Council
Town Clerk

HAZARDVILLE FIRE DISTRICT BOARD OF COMMISSIONERS

RESOLUTION

APPOINTMENT OF A COMMITTEE TO CONSIDER CONSOLIDATION

Whereas, in 2022, the Hazardville and Shaker Pines Fire Districts funded a consolidation study to determine if the two fire districts could be consolidated and, if so, what steps needed to be completed to affect that consolidation. Shoreline Associates, Inc. ("Shoreline") was selected to complete that consulting project; and

Whereas, thereafter, on January 6, 2022, Shoreline Associates, Inc. issued its Final Report; and

Whereas, the Report provides an overview of the procedures performed, the results of those procedures, Shoreline's recommendations to consolidate the two fire districts, a plan of consolidation and a post-consolidation financial projection; and

Whereas, throughout the Report Shoreline uses the term consolidation, with the intent of it being perceived as a coming together of two (2) equals to create a new fire district. The overriding intent of the Report is to integrate the fire districts to enhance service delivery without increasing costs; and

Whereas, as a result of the procedures performed, results obtained and research conducted, Shoreline recommends that Shaker Pines and Hazardville undergo a full consolidation; and

Whereas, the proposed consolidation plan provides for a phased approach to achieve full consolidation over time; and

Whereas, the Hazardville Fire District needs to establish a committee to consider the implementation of the Shoreline recommendations and to develop a proposed Consolidation Plan and to report its recommendations to the Board of Commissioners; and

Whereas, after receiving the Committee Report and recommendations, the Hazardville Fire District Board of Commissioners will consider adoption of a proposal to consolidate with the Shaker Pines Fire District.

Now, Therefore, Be it Resolved:

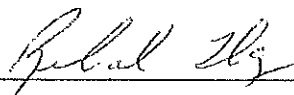
1. That the Hazardville Fire District hereby appoints a consolidation study committee of four members to consider consolidation with Shaker Pines as recommended in the Shoreline Report; and

2. To charge the Committee with the task of making a recommendation to the Hazardville Fire District Board of Commissioners regarding a proposed plan of consolidation; and

3. To inform the Shaker Pines Fire District Board of Fire Commissioners of the formation of the consolidation study committee.

Adopted by the Board of Commissioners this ____ day of ~~November~~, 2022.

5 December

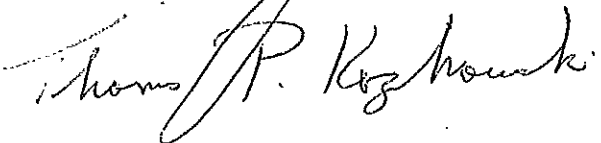


Hazardville Fire District

~~John J. Flanagan, Chief~~

Richard TRACE, Commissioner

 Commissioner

 COMMISSIONER

SHAKER PINES FIRE DISTRICT BOARD OF COMMISSIONERS

RESOLUTION

APPOINTMENT OF A COMMITTEE TO CONSIDER CONSOLIDATION

Whereas, in 2022, the Hazardville and Shaker Pines Fire Districts funded a consolidation study to determine if the two fire districts could be consolidated and, if so, what steps needed to be completed to affect that consolidation. Shoreline Associates, Inc. ("Shoreline") was selected to complete that consulting project; and

Whereas, thereafter, on January 6, 2022, Shoreline Associates, Inc. issued its Final Report; and

Whereas, the Report provides an overview of the procedures performed, the results of those procedures, Shoreline's recommendations to consolidate the two fire districts, a plan of consolidation and a post-consolidation financial projection; and

Whereas, throughout the Report Shoreline uses the term consolidation, with the intent of it being perceived as a coming together of two (2) equals to create a new fire district. The overriding intent of the Report is to integrate the fire districts to enhance service delivery without increasing costs; and

Whereas, as a result of the procedures performed, results obtained and research conducted, Shoreline recommends that Shaker Pines and Hazardville undergo a full consolidation; and

Whereas, the proposed consolidation plan provides for a phased approach to achieve full consolidation over time; and

Whereas, the Shaker Pines Fire District needs to establish a committee to consider the implementation of the Shoreline recommendations and to develop a proposed Consolidation Plan and to report its recommendations to the Board of Commissioners; and

Whereas, after receiving the Committee Report and recommendations, the Shaker Pines Board of Commissioners will consider adoption of a proposal to consolidate with the Hazardville Fire District.

Now, Therefore, Be it Resolved:

1. That the Shaker Pines Fire District hereby appoints a consolidation study committee of four members to consider consolidation with Hazardville as recommended in the Shoreline Report; and

2. To charge the Committee with the task of making a recommendation to the Shaker Pines Board of Commissioners regarding a proposed plan of consolidation; and

3. To inform the Hazardville Fire District Board of Fire Commissioners of the formation of the consolidation study committee.

ADOPTED 11-21-2022

Peter G. Burk
Pt M/SQ

President
BOARD OF COMMISSIONERS

MARGARET GUYETTE
Margaret Guyette
COMMISSIONER / CLERK

Peter Burk
COMMISSIONER

Guy Beck
Vice President
Guy Beck

Scott Beiler
Scott Beiler
Commissioner



Date: January 9, 2023

TOWN OF ENFIELD

Subject: Resolution to Transfer Funds donated to the Family Resource Center: \$1,000**Highlights:**

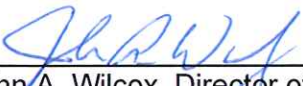
- The Family Resource Center received a donation of \$1,000 from the EIS Foundation/Schwarz and Weiss Families
- The donation is designated to support Enfield children and families in need and will be used to purchase gift cards for clothing and shoes.
- The donation has been deposited into Miscellaneous Income/Donations.
- The Other Supplies/Materials account needs to be increased by \$1,000 to fund the expenses associated with this donation.

There will be no impact on the town budget.

Recommendation:

Town Council approve the resolution for transfer of funds.

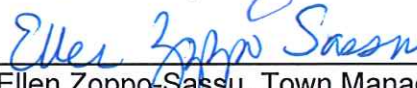
Certification: I hereby certify that the above-stated funds are available as of January 9, 2023.



John A. Wilcox, Director of Finance



Date: 1/4/23



Ellen Zoppo-Sassu, Town Manager



Date: 1/4/23

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

FROM: *Child, Youth and Family Revenue*

Misc. Contributions/Donations **22040417- 417050** **\$1,000**

TO: *Child, Youth and Family*

Other Supplies/Materials **22040417- 561900** **\$1,000**

Date Prepared: January 9, 2023

Prepared By: Cindy Guerreri, Director of Social Services



Date: December 28, 2022

TOWN OF ENFIELD**Subject: Request for Transfer of Funds for Public Safety - \$9,566****Highlights:**

- The current Click it or Ticket Grant has been pre-approved for the Town of Enfield.
- The grant is reimbursed to the Town at 100%. The money will replenish the overtime accounts for the cost of the Click it or Ticket event.

Budget Impact:

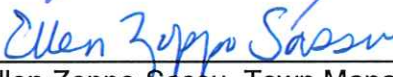
There will be no impact on the town budget.

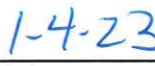
Recommendation:

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

Certification: I hereby certify that the above-stated funds are available as of December 28, 2022.

John A. Wilcox, Director of Finance

Date: 1/4/23

Ellen Zoppo Sassu, Town Manager

Date: 1-4-23***BE IT RESOLVED, that in accordance with Chapter VI, Section 8(f) of the Town Charter, the following transfer is hereby made.*****FROM: General Fund Revenue****Grants-Other-State 10040000-460001 \$ 9,566****TO: Police Services****Overtime 10200500-514000 \$ 9,566**Date Prepared: December 28, 2022
Prepared By: John A. Wilcox, Director of Finance



TOWN OF ENFIELD

Date: January 6, 2023

Subject: Donation from Rockville Bank Community Foundation

Summary:

The Rockville Bank Community Foundation has donated \$15,000 to the Town of Enfield's Fuel Bank, which is coordinated by the Department of Social Services.

Recommendation:

Accept the donation and acknowledge the Foundation's generosity.

BE IT RESOLVED that the Enfield Town Council does hereby accept \$15,000 in order to assist Enfield residents who are having difficulty with fuel bills.

BE IT FURTHER RESOLVED that these funds will be deposited into the Town of Enfield Emergency Fuel Bank Fund and be appropriated to be spent on fuel assistance in the following account.

Emergency Fuel Bank Fund – Miscellaneous Expenditures 22140001-589000

BE IT FURTHER RESOLVED: that any unspent amounts in this fund at the end of a fiscal year may be reappropriated in the following year until they are spent on their intended purpose.

Date Prepared: January 6, 2023
Prepared by: Town Manager Ellen Zoppo-Sassu and Finance Director John Wilcox

Rockville Bank★ COMMUNITY FOUNDATION

December 24, 2022

Town of Enfield Fuel Bank
Attn: Cindy Guerreri, Town Manager
1010 Enfield Street
Enfield, CT 06082

Dear Cindy:

On behalf of the Board of Directors of the Rockville Bank Community Foundation, I am happy to enclose a check for \$15,000.00 made out to the Town of Enfield Fuel Bank. This is emergency fuel funding for Enfield residents in need this season. We recognize this is a very difficult time for food and fuel banks, and we hope these funds will be helpful.

We encourage you to reach out to us with any funding needs you may have in the future.

Please return the enclosed acknowledgement on your letterhead, if you have it, for our tax records. On behalf of the Rockville Bank Community Foundation, Inc. I extend our best wishes for a happy and safe holiday season.

Sincerely,

Lisa Sedlmeier

Lisa K. Sedlmeier
Executive Director
Rockville Bank Community Foundation, Inc.
Visit our website at Info@Rockvillecf.org

ROCKVILLE BANK COMMUNITY FOUNDATION INC
45 HARTFORD TURNPIKE
VERNON ROCKVILLE, CT 06066

1120

51-74172111

DATE Dec 15, 2022

CHECK ARMOR
FRAUD PROTECTION

PAY TO THE ORDER OF Town of Enfield Fuel Bank \$ 15,000.00

Fifteen thousand and 00/100 DOLLARS

Photo Safe Deposit®
Data on back

ion
BANK

FOR Emergency Fuel Funding

[Signature]

⑈001120⑈ ⑆211174178⑆ 1900564198⑈

Eckenroth, Cheryl

From: noreply@civicplus.com
Sent: Thursday, November 17, 2022 4:32 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	11/17/2022
First and Last Name	Kyle Bell
Address	4 Stanley Drive
City	Enfield
State	CT
Zip	06082
Phone Number	5672033182
Second Phone:	8607414380
Email	bell.kyle.d@gmail.com
Occupation	Knowledge Exchange Coordinator - Farm Credit East, ACA
Occupation Phone Number	8607414380
Party Affiliation	Republican
Registered Voter	Yes
Name of the Board You Wish to Apply For:	Housing Authority
Appointment	New Appointment
Please outline your qualifications and how you feel you would contribute to the committee or commission:	Currently serve on the Tobacco Valley Development Corporation Board and secretary. This boards main function is for the redevelopment of Enfield Manor on Enfield Street. Which currently houses senior low income residents in 1 bedroom apartments. This project is estimated at a little over

\$25 million dollars. Also currently I serve as a firefighter with the North Thompsonville Fire Department.

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:

Tobacco Valley Development Corporation (TVDC) From January 2022 to 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?

No

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



C

TOWN OF ENFIELD

January 6, 2023

To: Mayor Cressotti and Minority Leader Nelson
Town Council Members

Cc: Ellen Zoppo-Sassu, Town Manager

Subject: ARPA Awards to Small Businesses

It is with enthusiasm I write to you today to share the outcome of the Economic Development Commission's work on the ARPA Small Business Grant program.

As you all know, the Commission started the ARPA project in July when the town manager asked the Commission to draft a program to award small businesses with ARPA funding. The funding had to be used for projects that enhanced their business and benefited Enfield.

The Commission moved forward and developed a grant application to award \$250,000 to local businesses and in October we launched the program and by November 18th we had received 54 applications. We have completed our task and 21 businesses were selected for grants for a total of \$251,950. The Commission may ask for an additional allotment of \$1,950 if all of the proposed 21 recipients accept their full awards.

During our deliberations we took into consideration the following criteria:

1. The whole town had to be "touched" by these grant awards
2. Businesses with a "destination" venue were highlighted
3. Businesses who wanted to expand in Enfield
4. New businesses as well as "seasoned" businesses
5. Businesses who supported community development
6. We decided to award "partial" grant dollars for "specific" projects pulled from application narrative

Attached is our spreadsheet detailing the businesses we want to award grants. The spreadsheet gives the dollar amount and what project is to be completed. Please note, we have a couple of "caveats" on a few of the grants – Pierogi Queen must provide a signed lease for their new location, Collins Farm and Collins Creamery must do site work and demolition work before the grant is dispersed, for example.

The Economic Development Commission wants to thank you for allowing us to be part of this project and look forward to working with the town council in the future.



TOWN OF ENFIELD

I want to thank my team for their dedication and hard work to make this program successful.

Marilynn Cressotti, Kelly Davis, Gretchen Pfeifer-Hall, Virginia Higley, Phil Kober, Steve Ragnauth, Rich Stroiney, and our Councilman John Santanella.

If you have any questions, please give me a call or email.

Thank you,

Mary Ann Turner, Chairman
Economic Development Committee
maryannturner@cox.net
860-306-2023



TOWN OF ENFIELD

Town of Enfield, ARPA – Small Business Grant Award List

Business	Recommended Funding	Project
1 Love Jamacian Restaurant	\$2,500.00	New storefront sign (one of the two requested)
Enfield Produce & Deli	\$2,500.00	New storefront sign
Silvia's Restaurant & Catering	\$10,500.00	Façade improvements (awings and repointing brick)
Cold Harbor Seafood, Inc	\$35,000.00	Water line lateral to connect to new business
Riley's School of Dance	\$5,000.00	New gymnastic equipment
Amelies LLC - Pierogi Queen	\$20,000.00	Facility improvements at proposed new location
Muddy Foot Farm LLC	\$24,000.00	Sewer tank/pump and hvac unit
The Eclectic Peacock LLC	\$5,450.00	Enhancements to storefront
CT Mulch Distributors Inc.	\$20,000.00	Electrical and energy resilient upgrades to business
Enfield Scuba & Watersports	\$10,000.00	Website design and IT upgrades
Riverside Reptiles Education Center	\$10,000.00	Side door & glass frontage replacement
Smoothville, LLC	\$5,000.00	Equipment upgrades
Baco's Pizza Inc	\$7,500.00	Exterior improvements to facility
Caronnas Market	\$10,000.00	Façade improvements (lights, signs, awings)
Collins Powder Hill Farm, LLC	\$25,000.00	Acquisition of new farm store
117 Hazard LLC	\$15,000.00	Façade improvements
Peterashley Salon & Day Spa	\$15,000.00	Façade improvements
The Court LLC	\$7,500.00	Facility upgrades (bleachers and lighting)
The Collins Creamery	\$20,000.00	Acquisition of pavilion
Carmen's Bakery	\$500.00	New storefront sign
Sarapes Restaurant	\$1,500.00	New storefront sign

\$251,950.00



D

TOWN OF ENFIELD

Date: January 9, 2023

Subject: Resolution for Town Council to Approve 14 ARPA Non-Profit/Not-For-Profit Grant Program Applications totaling \$200,000

Highlights:

- \$200,000 in American Rescue Plan Act (ARPA) funds were set aside to create the Town of Enfield ARPA Non-Profit/Not-For-Profit Grant Program.
- This program was designed to help non-profit/not-for-profit organizations that were negatively impacted by the COVID-19 pandemic with funding up to \$25,000 per organization.
- Staff received 15 applications and recommends funding for 14 of the non-profit/not-for-profit organizations totaling \$200,000.
- A list of the organizations, project descriptions, requested funding and recommended funding is included on the next page.

Recommendation:

Adoption of the resolution to approve the attached 14 ARPA Non-Profit/Not-For-Profit Grant Program applications totaling \$200,000.

BE IT RESOLVED that the Enfield Town Council does hereby approve the 14 ARPA Non-Profit/Not-For-Profit Grant Program applications totaling \$200,000.

Date Prepared: January 4, 2023
Prepared by: Office of Economic & Community Development



TOWN OF ENFIELD

To: Members of the Town Council
From: Ellen Zoppo-Sassu, Town Manager
Subject: ARPA Awards to Non-Profits
Date: January 6, 2023

Through the ARPA Fiscal Recovery Funds, Congress provided state and local governments with significant resources to respond to the Covid-19 public health emergency and its economic impacts through 4 categories of eligible uses. Section 602(c) (1) and 603 (c) (1) provide that funds may be used for:

- *To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and non-profits, or aid to impacted industries such as tourism, travel and hospitality*

Over the last few weeks, a Work Group consisting of Economic & Community Development Director Nelson Tereso, Police Chief Alaric Fox, myself, Assistant Town Manager Steven Bielenda and Community Development Specialist Kristine Koistinen reviewed 15 applications received under the Non-Profit ARPA Grant program, that was funded with \$200,000 by the Town Council.

We are pleased to inform you that 14 applications were funded, with many of them receiving the amount requested.

Per ARPA guidelines, the recipients will need to sign agreements so that funding may be reported both to the Town's Auditors and to the Department of Treasury over the course of the next 2 years.

Attached is the list of recommended awards for action by the Town Council.

**Town of Enfield
ARPA Non-Profit Grant Program
Recommended Funding**

Non-Profit/ Not-For-Profit	Project	Requested Funding	Recommended Funding
Opera House Players	These funds will be utilized to off-set the OHP's \$77,850 expense budget as it relates to their direct show costs for their 2022-2023 full season of shows.	\$25,000.00	\$18,500.00
Hazardville Institute	These funds will be utilized to hire a website designer to create a Hazardville Institute website which will enhance fundraising while broadening their outreach to the public in order to assist in fulfilling their mission of preserving and sustaining the Hazardville Institute.	\$5,000.00	\$5,000.00
American Legion Post 80	These funds will be used to expand their existing 35 space parking lot in order to accommodate more guests and/or simultaneous events.	\$25,000.00	\$25,000.00
Enfield Food Shelf	These funds will be used to perform HVAC and electrical upgrades to their existing facility at 786 Enfield Street.	\$25,000.00	\$20,000.00
North Central District Health Department	These funds will be utilized to support the ongoing significant renovations being performed at their 31 North Main Street facility which includes renovating the 2nd floor of the building, adding an accessible bathroom, and installing a wheelchair lift.	\$50,000.00	\$25,000.00
Mt Carmel Society	These funds will be utilized to perform electrical upgrades for the lights at its 93 Park Avenue ball fields to better serve local sports groups as well as to benefit the community at large during their annual Italian Festival.	\$20,000.00	\$15,000.00
Thompsonville Moose Lodge #1525	These funds will be utilized to remove and replace their existing outdoor deck in order to create a safer and more appealing experience for their members.	\$25,000.00	\$13,000.00
St Patrick Parish Center	These funds will be utilized to replace the existing lower roof at their historic St. Raymond of Parish Center and St. Adalbert & St. Patrick Giving Center located at 64 Pearl Street directly behind the church. The lower roof is in need of replacement due to water intrusion that is causing extensive damage to the first and 2nd floors.	\$25,000.00	\$20,000.00
Enfield Community Chorus	The funds will be utilized to expand awareness of the ECC by creating a stronger brand identity to share with the community. Funds will go towards creating a new logo and professional photography and recording of their 2023 concert.	\$1,880.00	\$1,900.00
Enfield People for People	These funds will be utilized to purchase portable equipment for the Enfield Safe Harbor – Warming Center which is currently operating out of Weaver Hall at St. Patrick's Church on 64 Pearl Street. This equipment includes moveable room dividers so areas of the facility can be configured as needed, moveable secure storage carts, and folding cots for their guests to use.	\$25,000.00	\$25,000.00

Town of Enfield
ARPA Non-Profit Grant Program
Recommended Funding

Non-Profit/ Not-For-Profit	Project	Requested Funding	Recommended Funding
First Readers Association	These funds will be utilized to purchase supplies given to the children participating in their program which celebrates the key milestone in learning to become a reader at their ceremonies.	\$5,000.00	\$2,500.00
Enfield Garden Club	These funds will be utilized to purchase and install Little Libraries on the grounds of the Enfield Community Gardens where gardening books will be provided for the gardeners to utilize during the gardening season.	\$4,600.00	\$2,500.00
Enfield Loaves & Fishes	These funds will be utilized to perform various capital improvements (lighting, fans, seating, tables, etc.) to the recently purchased facility at 23 North Main street.	\$25,000.00	\$25,000.00
Scantic River Watershed Association	These funds will be utilized to purchase and install Doggie Waste Stations at all 4 Scantic Parks in Enfield.	\$1,548.36	\$1,600.00
		<u>\$263,028.36</u>	<u>\$200,000.00</u>



E

TOWN OF ENFIELD

Date: January 6, 2023

Subject: Premium Pay for Enfield Firefighters

Summary:

The American Rescue Plan Act encourages the use of funds for Premium Pay for those employees such as first responders who worked throughout the pandemic.

The Town of Enfield has previously issued Premium Pay to municipal employees. This Resolution will extend that formula to include full-time and part-time firefighters who were employed from the period of March 1, 2020-December 31, 2021.

The same formula used for Town of Enfield employees will be used for the Enfield Firefighters:

- Commencing March 1, 2020 until December 31, 2021 (22 months), current firefighters will be allocated \$100 for each month they worked during the above-referenced time period.
- We also recognize the value of the part-time/volunteer firefighters who were negatively impacted. Commencing March 1, 2020 until December 31, 2021 (22 months), current firefighters will be allocated \$50 for each month they worked during the above-referenced time period.
- The Premium Pay will be reimbursed to each of the five Fire Districts upon receipt of payroll registers showing that the calculations and disbursement of funds has been made to the employees.

Recommendation:

Allocate up to \$65,000 of ARPA funds to be distributed to eligible firefighters on a reimbursement basis to the Fire Districts that submit certified payroll showing they have paid the eligible employees.

Certification: I hereby certify that the above-stated funds are available as of January 9, 2023.

John A. Wilcox, Director of Finance

Date:

Ellen Zoppo-Sassu, Town Manager

Date:

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

FROM: COVID – 19 Fund

COVID-19 Service Pay – Miscellaneous	24500350-589000	\$65,000
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TO: COVID-19 Fund

Revenue – Grants-COVID-Federal -	24540000-460004	\$65,000
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Date Prepared: January 6, 2023

Prepared by: Town Manager Ellen Zoppo-Sassu and Finance Director John Wilcox

**MEMORANUDM OF UNDERSTANDING
BY AND BETWEEN THE TOWN OF ENFIELD
AND THE FIRE DISTRICTS OF ENFIELD
REGARDING THE COLLECTION AND DISTRIBUTION OF TAXES**

WHEREAS, this Memorandum of Agreement (MOU) is by and between the Town of Enfield (Town) and the Fire Districts of Enfield, to wit, Enfield Fire District No. 1, Thompsonville Fire District No. 2, Hazardville Fire District No. 3, Shaker Pines Fire District No. 5 and North Thompsonville Fire District No. 10 (Districts); and

WHEREAS, the Town maintains the operational capability necessary to collect and distribute real property, personal property and motor vehicle taxes; and

WHEREAS, the Districts seek to formalize their historic relationship with the Town for the collection and distribution of each District's real property, personal property and motor vehicle taxes; and

WHEREAS, the Town Council in 1976 passed Resolution #2680 to "charge a fee to the fire districts not to exceed the rate of 5% of the total tax levy each fiscal year based on the Grand List of October 1, for each of the respective fire districts."

NOW, THEREFORE BY MUTUAL UNDERSTANDING, the Town and the Districts agree that, unless otherwise amended by the mutual agreement of the parties or legislative action of the Enfield Town Council, the following procedure shall be utilized when collecting and distributing the Districts' tax revenues:

A. Procedure for Fire District Disbursement – Regular Grand Lists

1. On August 7th of each year, or on the next following Monday if August 7th is a Saturday or Sunday, the Director of Finance and the Supervisor of Assessment and Revenue Collection shall commence:
 - a. Verification of the adjusted Grand Lists of real property, personal property and motor vehicles for each District as of that date; and
 - b. Calculation of the Adjusted Rate Book for each District as of that date. The Adjusted Rate Book is the assessed valuation (70% of fair market value) of the adjusted Grand Lists multiplied by the mill rate for each District.
2. On August 20th of each year, or the next following Monday if August 20th is a Saturday or Sunday, the Town shall send each District a check in an amount equal to the amount set forth in the Adjusted Rate Book for the District.
3. On August 20th of each year, or the next following Monday if August 20th is a Saturday or Sunday, the Town will send each District an invoice for 3% of the Adjusted Rate Book amount sent to each District for the Town's tax collection services.

4. The District shall pay the invoice within 30 (thirty) days of receipt of the invoice.
5. In the event that adjusted tax receivables and the adjusted Grand List do not reconcile as of August 7th of each year, or on the next following Monday if August 7th is a Saturday or Sunday, the Town shall:
 - a. Send each District a check in an amount equal to 50% of the estimated Adjusted Rate Book amount for such District.
 - b. Upon reconciliation of the adjusted tax receivables and the adjusted Grand List, the Town shall send each District a check for the unpaid balance within 14 (fourteen) days of such reconciliation.
 - c. Notwithstanding paragraph A. 3., above, the Town shall not send an invoice for collection services until the total amount due the Districts has been paid.

B. Supplemental Motor Vehicle Disbursement.

1. On February 7th of each year, or on the next following Monday if February 7th is a Saturday or Sunday, the Director of Finance and the Supervisor of Assessment and Revenue Collection shall commence:
 - a. Verification of the adjusted Supplemental Grand List of motor vehicles for each District as of that date; and
 - b. Calculation of the Adjusted Supplemental Rate Book for each District as of that date. The Adjusted Supplemental Rate Book is the assessed valuation (70% of fair market value) of the adjusted Supplemental Grand List multiplied by the mill rate for each District.
2. On February 20th of each year, or the next following Monday if February 20th is a Saturday or Sunday, the Town shall send each District a check in an amount equal to the amount set forth in the Adjusted Supplemental Rate Book for the District.
3. On February 20th of each year, or the next following Monday if February 20th is a Saturday or Sunday, the Town will send each District an invoice for 3% of the Adjusted Supplemental Rate Book amount sent to each District for the Town's tax collection services.
4. The District shall pay the invoice within 30 (thirty) days of receipt of the invoice.
5. In the event that adjusted tax receivables and the adjusted Supplemental Grand List do not reconcile as of February 7th of each year, or on the next following Monday if February 7th is a Saturday or Sunday, the Town shall:
 - a. Send each District a check in an amount equal to 50% of the estimated Adjusted Supplemental Rate Book amount for such District.

- b. Upon reconciliation of the adjusted tax receivables and the adjusted Supplemental Grand List, the Town shall send each District a check for the unpaid balance within 14 (fourteen) days of such reconciliation.
- c. Notwithstanding paragraph B. 3., above, the Town shall not send an invoice for collection services until the total amount due the Districts has been paid.

BE IT UNDERSTOOD, that the Town and Districts acknowledge the Town's fee of 3% was established in 1976 for the three Districts for which the Town was providing tax collection services; and

BE IT FURTHER UNDERSTOOD, that this MOU shall be effective for a 5 year period commencing on July 1, 2023 and ending on June 30, 2028, inclusive; and

BE IT FURTHER UNDERSTOOD, that it is the expectation of the Town Council that all Fire Districts work toward consolidation efforts over the course of this MOU; and that the Town Council reserves the right to not collect taxes in future years if there is no appreciable progress toward such goals;

BE IT FURTHER UNDERSTOOD, that members of the Town Council offer its continued support for consolidation of the Districts into one taxing district and pledge municipal resources to ensure and support this outcome; and such resources could include technical support, consultants, and financial assistance to achieve these goals;

BE IT FURTHER UNDERSTOOD, that members of the Town Council will serve as liaisons to the established Consolidation Committee and any other committees that may be constituted;

BE IT FURTHER UNDERSTOOD, that with 30 (thirty) days written notice, this MOU may be terminated by either party for any reason or for no reason; and

BE IT FURTHER UNDERSTOOD, that the following individuals have been empowered to sign this Memorandum of Understanding by action of the Enfield Town Council or their respective Fire Commission;

Ellen Zoppo-Sassu, Town Manager	Date
------------------------------------	------

Chief John Flanagan, and/or Chairman Richard Tkacz Hazardville Fire District	Date
--	------

Chief Jim Nolan and/or, Chairman Peter G. Burk Shaker Pines Fire District	Date
---	------

Chief Earl Provencher, and/or Chairman Jason Jones North Thompsonville Fire District	Date
--	------

Chief David Deskis, and/or Chairwoman Marge Perry Thompsonville Fire District	Date
---	------

Chief Edward Richards, and/or Chairman Vinny Grady Enfield Fire District	Date
--	------

ENFIELD TOWN COUNCIL**RESOLUTION NO. _____****Resolution to Approve Tax Assessment Agreement for
113 North Maple Street**

WHEREAS, PPF WE 113 North Maple Street LLC owns the property at 113 North Maple Street (the property); and

WHEREAS, PPF WE 113 North Maple Street LLC has constructed a 501,500 square foot building to be used primarily as a warehouse, storage, and distribution facility by Agri-Mark and Eppendorf; and

WHEREAS, the Town of Enfield will provide a Tax Assessment Agreement in accordance with Connecticut General Statute §12-65b and pursuant to the Town's Tax Abatement Guidelines effective with the October 1, 2023 Grand List.

NOW THEREFORE BE IT RESOLVED, that the Town Manager, Ellen Zoppo-Sassu, is empowered to enter into a Tax Assessment Agreement for a 30% reduction over 7 years, subject to review and approval by the Town Attorney, in the name of and on behalf of the Town of Enfield with PPF WE 113 North Maple Street LLC to benefit Agri-Mark and Eppendorf.

Date Completed: January 5, 2023

Completed by: Office of the Town Manager



Date: 1/5/2023

TOWN OF ENFIELD

Subject: Resolution to Authorize a Tax Stabilization Agreement with Enfield Solar One, LLC.

Highlights:

- Enfield Solar One, LLC has entered into a ground lease for 21 acres of property located at 110 North Street to build a 4-megawatt solar photovoltaic facility.
- Enfield Solar One, LLC has requested a tax stabilization agreement over a 20 year period.
- Section 32-71a of the Connecticut General Statutes allows the Town Council to enter into tax stabilization agreements for qualified solar projects.
- Because Solar One is leasing the property, real estate taxes will be billed to the property owner and 100% of the taxes covered by this agreement will be business personal property. Due to the state mandated depreciation schedules for business personal property, Solar One would pay significantly more in the early years of the project and lower amounts in the later years.
- We have projected the taxes to be collected over the 20-year period of the agreement including estimates for future tax increases. Under this agreement, Solar One will pay the average of these amounts.
- This stabilization agreement is based on the Nutmeg Solar LLC stabilization agreement signed in February 2020.

Budget Impact:

Provided the mill rates develop as estimated, there will be no impact to the budget over the 20-year life of the agreement.

Recommendation:

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

BE IT RESOLVED, that the Enfield Town Council, as authorized to do so under the Connecticut General Statutes 32-71a, does hereby authorize the Town Manager to enter into a tax stabilization agreement with Enfield Solar One, LLC, subject to final review and approval by the Enfield Town Attorney.

Date Prepared: January 5, 2023
Prepared By: John A. Wilcox, Director of Finance

PROPERTY TAX STABILIZATION AGREEMENT

This Property Tax Stabilization Agreement ("Agreement") is made and entered into as of December ____, 2022 ("Effective Date") by and between the TOWN OF ENFIELD, a municipal corporation organized pursuant to the laws of the State of Connecticut ("Town") and Enfield Solar One, LLC., a limited liability company organized and existing under the laws of the State of Connecticut ("Enfield Solar One"). Enfield Solar One and the Town are collectively referred to in this Agreement as the "Parties" and are individually referred to as a "Party."

WITNESSETH

WHEREAS, Enfield Solar One has entered into a ground lease for approximately 21 acres of an approximately 74 acre parcel located at 110 North Street, Enfield, Connecticut, such real property being more specifically identified in Exhibit A attached hereto ("Land"); and

WHEREAS, Enfield Solar One intends to own, build and operate a 4.0 megawatt alternating current (MWac) solar photovoltaic facility ("Project") that will be located on the Land and will include solar panels, inverter / transformer stations, and associated electric distribution and storage equipment; and

WHEREAS, the Project has been selected by Eversource Energy as a part of the Connecticut Shared Clean Energy Facility ("SCEF") Program. The SCEF program, passed by the legislature and signed into law in 2018 (Public Act 18-50), is a six-year competitive energy procurement. Enfield Solar One was a successful bidder in Year One of the SCEF program, and has an executed tariff terms agreement with Eversource Energy dated December 23, 2020, and which has been approved by the Public Utilities Regulatory Authority ("PURA"); and

WHEREAS, the Project will be a Class I renewable energy source as defined in Conn. Gen. Stat. § 16-1; and

WHEREAS, Enfield Solar One maintains that the projected level of future real and personal property tax obligations on the Property under normal assessment and levy practices would make the Project economically infeasible; and

WHEREAS, the Project will be subject to further construction and public utility permits and approvals by the Town; and

WHEREAS, the Town, acting through its Town Council, has a strong interest in: (a) encouraging the development and establishment of environmentally sound power uses, (b) promoting sound economic development, (c) facilitating the uses to which Enfield Solar One will put the Property, (d) attracting Enfield Solar One to the Town, and (e) increasing the Town's tax revenue; and

WHEREAS, the Project will expand employment opportunities and the tax base of the Town and will help ensure an adequate and reliable power supply and a competitive generation market, thereby benefiting residential, industrial, commercial and governmental consumers of electricity; and

WHEREAS, Enfield Solar One has requested a fixed tax agreement for the Property and the Project and Connecticut General Statutes Section 32-71a authorizes the Town to enter into this Agreement with respect to the Property and the Project;

WHEREAS, the Parties have used their best efforts to determine the projected tax liability of the Property during the term of this Agreement, as the same may be extended, and to allocate payments of such liability during the term of this Agreement in a manner consistent with the requirements of Section 32-71a, and

WHEREAS, the Enfield Town Council at its regular meeting on January ___, 2022 adopted a Resolution pursuant to Conn. Gen. Stat. §32-71a approving this Property Tax Stabilization Agreement.

NOW THEREFORE, in consideration of the mutual covenants, agreements, obligations and undertakings provided for herein, the Town and Enfield Solar One agree as follows:

Section 1. Definitions.

Capitalized terms used in this Agreement but not otherwise defined herein shall have the meanings set forth below:

“Abatement Period” means the twenty consecutive Property Tax Levy tax periods beginning with the Property Tax Levy that is based on either (i) the Uniform Assessment Date that is no more than 120 days prior to the Generation Commencement Date or (ii) the following Uniform Assessment Date if the Generation Commencement Date is more than 120 days after the preceding Uniform Assessment date.

“Conn. Gen. Stat.” means the Connecticut General Statutes, as amended.

“Generation Commencement Date” means the date on which the Project has passed its initial performance tests and has begun to commercially deliver electricity into the transmission grid.

“Land” means the real property described in Exhibit A, whether owned by Enfield Solar One or owned by another person and ground leased to Enfield Solar One, and exclusive of real property improvements or personal property located on such land.

“Lessor” means the owner of a fee simple interest in Land that is subject to a ground lease to Enfield Solar One.

“PPA” means the power purchase agreement that Enfield Solar One entered into dated December 23, 2020 with The Connecticut Light and Power Company, d/b/a Eversource Energy, and such other future power purchase agreements as Enfield Solar One may enter to sell electricity generated by the Project to other purchasers pursuant to Conn. Gen. Stat. §16-244z and approved by PURA.

“Property” means all personal property owned by Enfield Solar One, located on the Land, and that is part of the Project, including any personal property, whether presently existing or acquired during the term of this Agreement, arising from, related to, or used directly or indirectly in the production, storage, transmission, or distribution of electricity or the operation, maintenance, or improvement of the Project, including systems or devices located on the Land and used or designated for the storage of electricity produced by the Project, such as batteries or other electrical storage devices.

“Property Tax Levy” means the annual property tax imposed by the Town, payable in semi-annual installments and based on property owned and valued as of each annual Uniform Assessment Date.

“Tax Year” means the period July 1 through June 30.

“Uniform Assessment Date” means October 1 of each year, or such other annual uniform assessment date as may in the future be established by applicable law.

Section 2. Payments Prior to Abatement Period.

For all Property Tax Levies prior to the Abatement Period, shall pay property taxes on the Property in amounts determined as if this Agreement was not in effect. During such periods, Enfield Solar One and the Town retain all rights, remedies and obligations permitted or required by law with regard to the Property, its assessments, and the levy and collection of taxes.

Section 3. Abatement and Payments in Lieu of Tax During the Abatement Period.

(a) Enfield Solar One shall provide the Town with written notice of the Generation Commencement Date.

(b) (i) During the Abatement Period, the Town shall abate all Town property taxes that in the absence of this Agreement would be imposed against the Property. In lieu of all such abated taxes, Enfield Solar One for each year in the Abatement Period shall make an annual payment to the Town in the fixed amount of \$36,400 (“Project Taxes”). Enfield Solar One shall pay the Project Taxes annually in full by July 31 of each year following the Uniform Assessment Date. (ii) By way of example, if the Generation Commencement Date is December 31, 2023, the Town will wholly abate its normal Property Tax Levy that is based on the Uniform Assessment Date of October 1, 2023, and in lieu of such taxes Enfield Solar One will remit a payment to the Town by July 31, 2023 of Project Taxes in the amount of \$36,400. (iii) The above-referenced payment of \$36,400 is based partially on the estimated fair market value of \$3,124,142 of Enfield Solar One’s personal property situated on the Land. If the personal property declaration, referenced in subsection (c) of this section, indicates that the fair market value of the personal property is greater than \$3,124,142, the annual amount of the Project Taxes referenced above will be increased proportionately. In no event shall the annual amount of the Project Taxes be less than \$36,400.

(c) (i) Enfield Solar One shall provide to the Town, along with the written notice of the Generation Commencement Date as referenced above, a personal property declaration for all personal property on the Land. (ii) Enfield Solar One shall include with each payment of Project Taxes documentation that reasonably establishes its compliance with all requirements necessary to qualify for an abatement pursuant to Conn. Gen. Stat. §32-71a, as from time to time amended to the extent any such amendments apply to the Project. The Town may request from Enfield Solar One specific additional information and documentation reasonably necessary to establish the accuracy of Enfield Solar One's computation of Project Taxes or the Project's continuing qualification for abatement under Conn. Gen. Stat. §32-71a. The Town shall not be required to bill Enfield Solar One annually for Project Taxes due, but shall provide to Enfield Solar One documentation acknowledging receipt of the Project Taxes.

(d) During the Abatement Period Enfield Solar One shall file personal property declarations for the Property with the Town's Office of Assessment and Revenue Collection any other documents, information, renditions or detailed listings of the Property as required to comply with subsection (c) of this Section 3.

Section 4. Characterization of Project Taxes.

The Project Taxes shall be considered personal property taxes imposed and collected by the Town on the Property; shall represent the sole property tax payments to be made by Enfield Solar One to the Town with respect to the Property; and shall be accepted by the Town in full satisfaction of any property taxes due on the Property. The parties acknowledge that the Hazardville Fire District is not a party to this Agreement and as such the Project Taxes do not include real and personal property taxes due and payable to the Hazardville Fire District.

Section 5. Adjustments for Material Change in Taxing Structure.

This Agreement is predicated on the assumption that real and personal property taxes continue to be assessed by and paid to the Town in a manner consistent with current law, and that the State of Connecticut's system of property taxes is not replaced by a substitute system of taxes (whether property or otherwise) that materially increases or diminishes the receipts a municipality derives from property taxes or that a taxpayer pays in respect of property taxes. In recognition of the foregoing, if the current system of property taxation is materially modified by law, the Parties agree to negotiate in good faith to modify this Agreement in a manner that preserves the respective economic positions of the Parties. For purposes of this Section, an increase or decrease in real or personal property tax assessments or an increase or decrease in the rate of property tax shall not, in and of itself and irrespective of magnitude, constitute a material modification of the current system of property taxation. The Project Taxes payable to the Town pursuant to this Agreement will not change unless this Agreement is amended in writing by the Parties.

Section 6. Taxes Following Term of This Agreement.

(a) Commencing on the expiration or termination of the term of this Agreement, the Property shall be assessed in the manner required by applicable law and taxes shall be calculated and be due and payable as provided by applicable law.

(b) If this Agreement terminates on a date other than the first day of a Tax Year, (i) Enfield Solar One's tax liability for the period from the beginning of such Tax Year through the termination date shall be the Project Taxes for the full Tax Year under this Agreement multiplied by the number of days from the beginning of the Tax Year through and including the termination date, divided by three-hundred and sixty-five, (ii) Enfield Solar One's tax liability for the period from the termination date through the end of the Tax Year shall be the Property Tax Levy due for such Tax Year in the absence of this Agreement multiplied by the number of days from the day after the termination date through the end of the Tax Year, divided by three-hundred and sixty-five; and (iii) after the termination date, Enfield Solar One shall begin making installment payments of property taxes at such times as required by applicable law; provided, Enfield Solar One shall adjust the amount of the installment payment first due after the termination date as necessary to cause the total taxes paid for such Tax Year to equal its tax liability for such Tax Year under this Section.

Section 7. No Additional Tax Benefits.

Enfield Solar One agrees that it will not pursue any additional exemptions or tax abatements or any subsequent adjustment to its tax payments to the Town that are the subject of this Agreement unless permitted herein. Nothing in this Section shall prohibit Enfield Solar One from seeking additional tax relief and rebates from the State of Connecticut, federal authorities, or authorities other than the Town, provided that no such relief shall reduce the amounts payable by Enfield Solar One to the Town under this Agreement. The Town will cooperate with Enfield Solar One in applying for state, federal, or other programs providing tax assistance or other incentives to electricity generators in the State.

Section 8. Audits, Inspection of Records, Declarations.

During the term of this Agreement, Enfield Solar One shall grant access to all paper and electronic records, books, documents, accounting procedures, practices or any other items relevant to the performance of this Agreement to the Town or such other persons or entities designated by the Town for the purposes of inspecting and auditing such books and records, provided that the Town has provided five (5) business days prior written notice, and the Town or its representatives shall not unduly disrupt Enfield Solar One's operations. The Town shall not make a copy of any such records and the Town shall conduct any inspection and auditing at the business location or locations designated by Enfield Solar One. In addition to the personal property declarations referenced in Section 3.(d), above, Enfield Solar One shall file with the Town all declarations, reports and other documentation as may be required by applicable federal, state or municipal law or regulation.

Section 9. Late Payments.

If Enfield Solar One fails to make a Project Tax payment within thirty (30) days following the due date provided for payment, interest at the rate set forth in Conn. Gen. Stat. §12-146 shall accrue on any unpaid portion of the Project Tax from the date such payment was due until paid, and the Town shall retain all rights and remedies it may have under law if any such payment remains unpaid.

Section 10. Remedies for Nonpayment of Taxes.

The Parties hereto acknowledge and agree that the Project Taxes payable by Enfield Solar One to the Town are taxes imposed pursuant to Conn. Gen. Stat. Chapter 204 (except to the extent such taxes are modified as to amount and timing of payment pursuant to this Agreement) and that all rights and remedies available to the Town under applicable law (including, without limitation, Conn. Gen. Stat. Chapter 205) with respect to nonpayment of taxes shall apply to the payment and collection of Project Taxes.

Section 11. Miscellaneous Provisions.

The Agreement shall not apply to any improvements to real property or personal property that are not associated with the Project. Nothing in this Agreement shall modify, alter, reduce, or relate in any way to the rights and remedies of the Parties with respect to the assessment and collection of taxes on the Property or to the Town's valuation of the Property after the term of this Agreement expires. This Agreement shall not constitute evidence of value in any tax appeal commenced by any owner of the Project or Property for any Tax Year after expiration of this Agreement.

Section 12. Term of Agreement.

The term of this Agreement commences on the date of its execution and delivery by the Parties and terminates without notice after the expiration of Abatement Period.

Section 13. Termination; Cure Period.

It shall be a breach of this Agreement and this Agreement shall terminate if the Project ceases operations, if the PPA is terminated, or if the Project otherwise no longer qualifies for an abatement pursuant to Conn. Gen. Stat. §12-81(57)(F) ("terminating events"). Enfield Solar One shall provide the Town with written notification within 30 days of one or any combination of the terminating events. Enfield Solar One shall have sixty (60) days to cure such breach or, if such breach cannot be cured within such 60-day period in the exercise of all due diligence, an additional period of up to 60 days provided that Enfield Solar One has commenced an attempt to cure the breach within the initial 60-day period. Enfield Solar One shall provide the Town with weekly progress updates and/or reports detailing the status of its attempt to cure the breach or breaches. Notwithstanding the provisions set forth in this section, Enfield Solar One may, from time to time, in whole or part temporarily (no more than 30 days) cease operation of the Project for reasonable business purposes such as equipment upgrades.

In the event that this Agreement is terminated within the first fifteen (15) years of the Abatement Period, all tax benefits granted for the period prior to the termination shall become due and payable to the Town. Enfield Solar One and/or its successors and assigns shall be liable for the difference between the amount of the personal and real property taxes that would have been due, but for this Agreement, from the Generation Commencement Date up to and including the year of termination and the total amount of the Project Taxes paid for the same period. Such total amount shall constitute a tax lien upon the Property. In no event will the Town issue a refund to Enfield Solar One.

Section 14. Entire Understanding.

This Agreement reflects the entire understanding of the Parties hereto and supersedes all previous verbal and written agreements between the Parties regarding the subject matter hereof.

Section 15. Notices.

All notices required or permitted under the terms of this Agreement shall be in writing and may be delivered by hand or by facsimile or registered or certified mail. Notice that is sent by registered or certified mail, by hand or by facsimile shall be deemed effective on the second day after deposit in the United States Mail, postage prepaid, or on the second day after hand delivery or facsimile transmission, except as otherwise demonstrated by a signed receipt or facsimile confirmation. Notices may be sent to the following addresses:

If to the Town:

Office of the Town Manager
Town of Enfield
820 Enfield Street
Enfield, CT 06082-2997

If to Enfield Solar One:

Legal Department
Enfield Solar One, LLC
124 LaSalle Road
2nd Floor
West Hartford, CT 06107

A Party may designate a different notice individual or address by giving written notice as set forth above.

Section 16. Amendments; Waivers.

No modification or amendment of this Agreement shall be valid or effective unless expressly set forth in an agreement in writing signed on behalf of each Party. If and to the extent the provisions of any modification or amendment shall be unenforceable or void under law, such unenforceable or void provisions shall be disregarded, and this Agreement shall otherwise remain in full force and effect. No waiver, consent or discharge (other than discharge by reason of performance) shall be effected, except by an instrument in writing executed by or on behalf of the Party against whom enforcement of such waiver, consent or discharge is sought.

Section 17. Assignment.

This Agreement is assignable in whole or part by Enfield Solar One without the Town's consent (i) in connection with the obtaining of financing for the Project and/or (ii) in connection with the sale or other transfer of ownership of some or all of the Property; provided, any such assignment must be in writing and Enfield Solar One shall promptly provide notice and a copy of any such written assignment to the Town.

In the event Enfield Solar One or a subsequent owner of the Property assigns this Agreement to a purchaser of Property, the Party making the assignment shall be relieved from liability for the payment and performance of its obligations hereunder with respect to such sold Property which arise after such assignment so long as the written assignment causes the assignee to assume the obligation to make the Project Tax payments and to perform other obligations under this Agreement with respect to such sold Property which arise after such assignment. In connection with any assignment of this Agreement to facilitate the obtaining of financing or refinancing for the Project, the Town shall execute such consents, estoppel certificates, agreements and similar documents as Enfield Solar One shall reasonably request, provided any such documents must be approved in advance by the Town Council.

Section 18. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns. Enfield Solar One's obligations hereunder are solely its obligations, respectively, and no affiliate of Enfield Solar One, and no member, officer, director, manager, agent or other representative of the Enfield Solar One shall have any personal liability for the performance of its obligations hereunder.

Section 19. Severability.

The Parties hereto have entered into this Agreement in good faith on the basis of applicable Connecticut law. Each Party hereto, including its successors and assigns, agrees not to challenge the validity of this Agreement or its enforceability against such Party. If the validity or enforceability of this Agreement or any portion hereof is challenged by any third party, each Party hereto agrees to defend the validity and enforceability of this Agreement, with each Party bearing its own attorneys' fees and costs. If a term of this Agreement shall be deemed to be illegal or unenforceable pursuant to a final, non-appealable judgment by a court having competent

jurisdiction over the Parties, the remainder of this Agreement shall remain in full force and effect as if such portion had not been included in this Agreement from the beginning.

Section 20. Captions.

The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

Section 21. No Admissions.

The Parties agree and acknowledge that this Agreement will expire at the end of its term, at which point the Parties may seek to renegotiate and enter into a new Agreement relating to the Project and Property. Upon the expiration of this Agreement, the Parties agree that nothing set forth within this Agreement shall be deemed or claimed to constitute an admission of any Party as to any matter, including but not limited to the valuation, assessment, characterization, or classification of any real property, improvements to real property, or personal property.

Section 22. Governing Law, Venue & Enforcement.

This Agreement shall be governed by and construed under the laws of the State of Connecticut. The Parties agree that the prevailing party shall be entitled to equitable relief, including injunctive relief and specific performance, in the event of any judicially proven breach of this Agreement by Enfield Solar One or the Town.

ENFIELD SOLAR ONE SOLAR, LLC

TOWN OF ENFIELD

By: _____
William Herchel, Authorized Person
Duly Authorized

Christopher W. Bromson
Town Manager
Duly Authorized

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD) SS: Enfield

Personally appeared Christopher W. Bromson, Town Manager of the Town of Enfield, Connecticut, signer of the foregoing instrument, and acknowledged the same to be the free act and deed of said Town, and his free act and deed as such officer, before me.

Notary Public
My Commission Expires:

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD) SS: Hartford

Personally appeared William Herchel of Enfield Solar One, LLC, signer of the foregoing instrument, and acknowledged the same to be the free act and deed of said company, and his free act and deed as such officer, before me.

Notary Public
My Commission Expires:

EXHIBIT A

REAL PROPERTY (LAND)

Address: North Street, Enfield, CT 06082 (MBLU: 100/ / 0005/ /)

The "Leased Premises" is the area of the parcel indicated as the "Lease Area in Favor of Enfield Solar One, LLC" in the ALTA Survey on the following page, containing approximately 21.08 acres of land, together with any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining thereto and any right, title and interest of the Landlord in and to any land lying in the bed of any street, road or highway to the center line thereof in front of or adjoining said parcel area, and shall include additional reasonable areas necessary and appropriate for purposes of interconnection of the solar array to the electrical infrastructure of the local electric utility.

DRAFT

Town of Enfield
Solar One - Projection of Taxes for Life of Project
December 2022

Grand List Year	FISCAL YEAR	FMV OF PERSONAL PROPERTY	DEPREC %	DEPRECIATED VALUE	ASSESSED VALUE PERSONAL PROPERTY	REAL ESTATE		TOTAL ASSESSED PROPOSED	EST MILL RATE*	PROJECTED TAXES	Proposed Stabilization
						MARKET VALUE PROPOSED	ASSESSMENT PROPOSED				
2023	2025	3,124,142	95%	2,967,935	2,077,554	-	-	2,077,554	30.74	\$ 63,864	\$ 36,400
2024	2026	3,124,142	90%	2,811,728	1,968,209	-	-	1,968,209	32.28	\$ 63,534	\$ 36,400
2025	2027	3,124,142	80%	2,499,314	1,749,520	-	-	1,749,520	33.89	\$ 59,291	\$ 36,400
2026	2028	3,124,142	70%	2,186,899	1,530,830	-	-	1,530,830	34.91	\$ 53,441	\$ 36,400
2027	2029	3,124,142	60%	1,874,485	1,312,140	-	-	1,312,140	35.96	\$ 47,185	\$ 36,400
2028	2030	3,124,142	50%	1,562,071	1,093,450	-	-	1,093,450	36.68	\$ 40,108	\$ 36,400
2029	2031	3,124,142	40%	1,249,657	874,760	-	-	874,760	37.41	\$ 32,725	\$ 36,400
2030	2032	3,124,142	30%	937,243	656,070	-	-	656,070	38.16	\$ 25,036	\$ 36,400
2031	2033	3,124,142	30%	937,243	656,070	-	-	656,070	38.92	\$ 25,534	\$ 36,400
2032	2034	3,124,142	30%	937,243	656,070	-	-	656,070	39.70	\$ 26,046	\$ 36,400
2033	2035	3,124,142	30%	937,243	656,070	-	-	656,070	40.49	\$ 26,564	\$ 36,400
2034	2036	3,124,142	30%	937,243	656,070	-	-	656,070	41.30	\$ 27,096	\$ 36,400
2035	2037	3,124,142	30%	937,243	656,070	-	-	656,070	42.13	\$ 27,640	\$ 36,400
2036	2038	3,124,142	30%	937,243	656,070	-	-	656,070	42.97	\$ 28,191	\$ 36,400
2037	2039	3,124,142	30%	937,243	656,070	-	-	656,070	43.83	\$ 28,756	\$ 36,400
2038	2040	3,124,142	30%	937,243	656,070	-	-	656,070	44.71	\$ 29,333	\$ 36,400
2039	2041	3,124,142	30%	937,243	656,070	-	-	656,070	45.60	\$ 29,917	\$ 36,400
2040	2042	3,124,142	30%	937,243	656,070	-	-	656,070	46.51	\$ 30,514	\$ 36,400
2041	2043	3,124,142	30%	937,243	656,070	-	-	656,070	47.44	\$ 31,124	\$ 36,400
2042	2044	3,124,142	30%	937,243	656,070	-	-	656,070	48.39	\$ 31,747	\$ 36,400
										\$ 727,646	\$ 728,000
										\$ 36,382	

* - Estimated Mill Rate is calculated at 5% increases in years 1 & 2, 3% in years 3 and 4 and 2% increases thereafter.

Average estimated tax over 20 years



TOWN OF ENFIELD

Date: December 5, 2022

Subject: Resolution to Settle Property Tax Assessment Appeals for 240 Brainard Road and 466 Enfield Street

Highlights:

- K Brothers, LLC is the owner of the properties at 240 Brainard Road and 466 Enfield Street.
- As part of the town-wide revaluation of 2021, the fair market value of 240 Brainard Road was determined to be \$246,000 and the fair market value of 466 Enfield Street was determined to be \$133,900.
- K Brothers, LLC filed an appeal as to the Town's valuation of these properties on the Grand List of 2021.
- After discussions, K Brothers, LLC's attorney proposed reducing each property's fair market value by 10%. 240 Brainard Road by \$24,600 to \$221,400 and 466 Enfield Street by \$13,390 to \$120,510.
- Based on the Town's current mill rate of 27.89, this will result in a tax reduction of \$481 for 240 Brainard Road and \$261 for 466 Enfield Street.
- The proposed settlement will apply to the Grand Lists of 2021 through 2025. For 240 Brainard Road, the plaintiff will receive a refund/credit of \$240.50 for the July 1, 2022 overpayment and for 466 Enfield Street, the plaintiff will receive a refund/credit of \$130.50 for the July 1, 2022 overpayment.
- The January 1, 2023 payment for both properties will be adjusted accordingly.

Recommendation:

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

RESOLVED, that the Enfield Town Council does hereby authorize the Town Attorney, James N. Tallberg, or his designee, to settle the outstanding tax assessment appeal in the following action: *K BROTHERS, LLC V. TOWN OF ENFIELD*, Docket Number HHB-CV-22-6074085 S, the fair market value of 240 Brainard Road to be \$221,400 and the fair market value of 466 Enfield Street to be \$120,510.

Date Prepared: November 28, 2022
Prepared by: Office of the Town Attorney



TOWN OF ENFIELD

Date: December 5, 2022

Subject: Resolution to Settle Property Tax Assessment Appeal for 301 Hazard Avenue

Highlights:

- Troiano Realty Corporation is the owner of the property at 301 Hazard Avenue.
- As part of the town-wide revaluation of 2021, the fair market value of this property was determined to be \$611,600.
- Troiano Realty Corporation filed an appeal as to the Town's valuation of the property on the Grand List of 2021.
- After discussions, Troiano Realty Corporation's attorney proposed reducing the property's fair market value by 10% (\$61,160) to \$550,440.
- Based on the Town's current mill rate of 27.89, this will result in a tax reduction of \$1,194.
- The proposed settlement will apply to the Grand Lists of 2021 through 2025. The plaintiff will receive a refund/credit of \$597 for the July 1, 2022 overpayment and the January 1, 2023 payment will be adjusted accordingly.

Recommendation:

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

RESOLVED, that the Enfield Town Council does hereby authorize the Town Attorney, James N. Tallberg, or his designee, to settle the outstanding tax assessment appeal in the following action: *TROIANO REALTY CORPORATION V. TOWN OF ENFIELD*, Docket Number HHB-CV-22-6074086 S, the fair market value of the property known as 301 Hazard Avenue to be \$550,440.

Date Prepared: November 28, 2022
Prepared by: Office of the Town Attorney



K

Date: January 9, 2023

TOWN OF ENFIELD

Subject: Resolution to Transfer Funds from the Office of Early Childhood (OEC) School Readiness Grant: \$26,880

Highlights:

- The Office of Early Childhood (OEC) FY 2023 School Readiness Grant has been awarded additional funding from the CT Legislature as part of an emergency stabilization grant program.
- The monies are expressly for currently funded School Readiness sites that serve at least 50% of children who live at or below 300% of the Federal Poverty Level.
- Funds will be used to support staffing, professional development, enrichment activities, food, and instructional supplies for the School Readiness slots at Enfield Child Development Center.
- All required reporting for this grant will be completed per OEC requirements.
- The timeline for the grant is July 1, 2022-June 30, 2024 and we request that any unspent funds as of June 30, 2023 be transferred to the FY 23-24 budget for expenditure in accordance with the grant requirements.

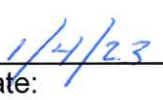
There will be no impact on the town budget.

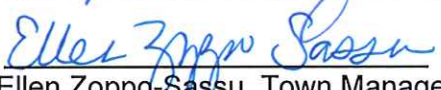
Recommendation:

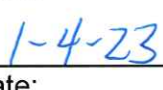
That the Town of Enfield Town Council approve the resolution of authorization.

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


John A. Wilcox, Director of Finance


Date: 1/4/23


Ellen Zoppo-Sassu, Town Manager


Date: 1-4-23

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

FROM: School Readiness Grant

Revenue	22046143- 460140	\$26,880
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TO: School Readiness Grant

Non-Certified Salaries	22046143- 511200	\$16,500
Social Security	22046143- 522000	\$1,023
Medicare	22046143- 522100	\$240
Professional Development	22046143- 532200	\$4,000
Other Professional Services	22046143- 533900	\$2,000
Instructional Supplies	22046143- 561100	\$2,400
Food	22046143- 563000	\$717

Date Prepared: January 9, 2023

Prepared By: Cindy Guerri, Director of Social Services



L

TOWN OF ENFIELD

Date: January 6, 2023

Subject: Request to Discuss Reversion and/or Disposition of Nathan Hale School

Summary:

The Town has been actively marketing the former school for redevelopment and has a potential interested party. Due to the renovations that occurred at the school in 2006, the State Department of Education is owed \$202,538 if the school ceases to be used for school purposes.

Over the last several years, the Board of Education has utilized the building for cold storage. The Town and Board of Education will need to work together to create a plan to minimize financial exposure to the taxpayer while designing a plan to request a waiver of the \$202,538 from the State in order to allow a potential sale of this asset to move forward.

Several state statutes and the Town Charter establish board of education authority over school facilities (CGS s10-240).

Documents from the Town Attorney's office shows that no formal action by the Town Council was necessary when the BOE ceased using Stowe, Twain and Webster. However, due to the monies reflected on the State Amortization Schedule for Nathan Hale, it is the request of the Town Manager's office that formal action be taken and codified so that the Town may pursue the waiver. The purpose of the discussion will be to determine which party – Town or BOE – is in the best position to formally make the request.

Recommendation:

To formally request that the Board of Education and Town Council Leadership meet, along with Town Staff, to determine a plan for disposition and to create a formal request to the Legislative Delegation and State of Connecticut agencies to work in concert to develop a request for the State to waive the \$202,538 remaining balance.

BE IT RESOLVED that the Enfield Town Council requests a meeting between the Board of Education leadership and the Town Council leadership in order to discuss the reversion/disposition of the Nathan Hale School and a request for a waiver from the State of Connecticut of the remaining balance.

Date Prepared: January 6, 2023
Prepared by: Town Manager Ellen Zoppo-Sassu