



**MINUTES
TOWN COUNCIL
REGULAR MEETING**

June 17, 2024

7:00 PM - Town Hall - Council Chambers

<https://youtube.com/live/QnjwM5UC0b4>

1. PRAYER - Bob Hendrickson

A prayer was made by Councilor Hendrickson.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

3. ROLL CALL

Present: Gina Cekala, Robert Cressotti, Douglas Finger, Bob Hendrickson, Michael Ludwick, Cynthia Mangini, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, John Santanella, Lori Unghire

Absent: None

Also present were Town Manager, Christopher Bromson; Assistant Town Manager, Steve Bielenda; Interim Town Attorney, Tom Tyler; Director of Public Works, Donald Nunes; and Town Clerk, Sheila Bailey.

4. FIRE EVACUATION ANNOUNCEMENT

The fire evacuation was announced.

5. MINUTES OF PRECEDING MEETINGS

- Special Meeting - June 3, 2024

MOTION #6972 by: Marie Pyznar seconded: Cynthia Mangini to accept the minutes. Upon a **SHOW OF HANDS** vote, the Chair declared **MOTION #6972** adopted. Yes: Robert Cressotti, Douglas Finger, Bob Hendrickson, Michael Ludwick, Cynthia Mangini, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, John Santanella, Lori Unghire No: None Abstain: Gina Cekala.

- Regular Meeting - June 3, 2024

MOTION #6973 by: Cynthia Mangini seconded: Marie Pyznar to accept the minutes. Upon a **SHOW OF HANDS** vote, the Chair declared **MOTION #6973** adopted. Yes: Robert Cressotti, Douglas Finger, Bob Hendrickson, Michael Ludwick, Cynthia Mangini, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, John Santanella, Lori Unghire No: None Abstain: Gina Cekala.

6. SPECIAL GUESTS

- None

7. PUBLIC COMMUNICATION AND PETITIONS

Gina Sullivan, 11 Spier Avenue and Liz Davis, 201 Maple Street

Ms. Sullivan said that the underfunded school budget did not happen overnight. Ms. Sullivan stated that for many years the Republican-led Council flat funded the BOE or barely covered contractual obligations. Teachers did not receive increases. The reorganization of elementary schools did not save the town money and, in fact, cost money and ruined the neighborhood schools. The town was part of a lawsuit because a public-school graduation was held in a church in another town and was sued by the ACLU with settlement costs of approximately \$500,000. She mentioned another lawsuit with a former BOE member suing the town for not receiving accommodations to serve on the board, which cost the town \$1.5 million in attorney's fees. She questioned why the former BOE member was allowed to serve on the Planning and Zoning Commission.

Ms. Sullivan was thankful that the decision to tear up the sidewalks on Abbe Road was overturned but questions the validity of other decisions made by the town. Ms. Sullivan said that the town budget increase from 2010 to 2024 was a difference of \$39 million and the BOE difference for the same time frame was \$14 million. She also asked if the air conditioning at Fermi could be fixed, instead of pushing it off and going to a referendum.

Robert Buczkowski, 21 Francis Avenue

Mr. Buczkowski said the overspending of the school budget was mismanagement and the situation needs to be addressed and people held accountable. Mr. Buczkowski suggested the town consult an attorney experienced in public fund mismanagement, who could offer choices and consequences. He was disappointed with the three options that were offered. He believed a supplemental tax bill would be political suicide by taking the blame for a problem they did not cause. Furthermore, by loaning the BOE \$1.7 million, the town would never make the money back as it would just be an exchange of funds. Depleting the fund balance is risky, could increase the bond rating, and put the town at risk for years until it is replenished. He questioned whether the BOE or the superintendent was directly responsible for what happened and asked if it was possible for the BOE to carryover expenses into the next fiscal year.

Mr. Buczkowski requested an itemized list of the \$5.8 million in expenses, including the amounts and due dates. He asked if there would be a positive cash balance if the BOE's expenses were paid today and inquired whether 2025 insurance premiums were paid with 2024 funds and when they were due. He said it's important to not spend what you do not have, and budget contingency plans should be drafted the same day the budget is made. He also asked for the total number of special education students and the total cost associated with them.

George Young, 8 Holly Lane

Mr. Young asked for the Council to enlighten the public on the discussions that happened prior to the resolutions going on the agenda. He said that if the property at 350 North Maple Street was able to amass property fines totaling over \$283,000, then they should not be discussing the removal of the fines. If the house were to sell, it would surely get more than the property fines total, allowing the town to collect their out-of-pocket money. He said that if there was a complete reduction of fines, then the Blight Review Committee would not be doing their job. He also stated that there needs to be full transparency to show where the BOE had overspent the funds, and asked if this was a temporary fix for this year and how it would be solved going forward. He also said that the previous superintendent should come forward to explain the discrepancies. He calculated errors in the salary expenses in the Town Manager's office's budget and wondered if those errors could be across all departments. He asked if the audited financial statements had been released yet, and if they had not, he wanted to know why.

Pam Townsend, 54 Kimberly Drive

Ms. Townsend said that the John Maciolek Auxillary has hosted the Wreaths across America ceremony at St. Patrick's Cemetery for the past nine years. In an effort to raise money for this year's December 14th wreath laying ceremony, they held a fundraiser on June 1st at Our Lady of Mount Carmel Society. The Mount Carmel Society donated all the food and the facility and allowed for 100% of the ticket sales to go towards Wreaths across America in Enfield. She recommended that anyone who missed the fundraiser should attend their future pasta dinners, as the food is always excellent. She encouraged residents to attend the Mount Carmel Italian Festival from August 1st through the 4th. She thanked everyone who supports their mission to honor and remember all of Enfield's 5,000 veterans.

Greg Schoorens, 19 Sam Street

Mr. Schoorens said that he was lucky he was able to keep his job with Enfield Schools, but unfortunately, an entire family lost theirs. Mr. Schoorens was frustrated that people were saying that the kids would be fine if there would now be increased class sizes, fewer sports, fewer class choices, and possible lowered test scores. The lowered budget could have been prevented by approaching the state for the money that was owed. He started a public Facebook page called "Save Enfield Schools" which is open to any political affiliation. He encouraged residents to reach out to Representatives Carol Hall and Tom Arnone and Senator John Kissel, who he hoped could potentially help the town receive the state funds owed the board. Students do not feel that they have been invested in, and they will remember who invested in them when it becomes their time to vote.

Peter Wood

Mr. Wood, representative for Impact Residential, came up to speak and was informed that only Enfield residents and taxpayers can participate in Public Communications. If he would like to speak at a future meeting, he may be added to the agenda as a Special Guest by speaking with the Town Manager's office.

Kelly Hemmeler, 10 Hartford Avenue

Ms. Hemmeler said that while the BOE had approached the Council for help with the overspend of their budget, she had noticed that there had been no show of gratitude for the help. It was her hope that there would be a better attitude towards the Council, instead of yelling and frustration.

Lucien LeFevre, 54 Kimberly Drive

Mr. LeFevre, Chair of the Veteran's Council, thanked everyone who came out to attend the Memorial Day Parade and the ceremony on the Town Green. He also thanked all the school groups who participated as well as the CT National Guard's Chinook flyover. He gave a special shout-out to Round Tuit Ranch, for providing a riderless horse with reverse boots and stirrups, which represents the last journey of a fallen warrior. He thanked all the town departments who participated and supported the event, and E-TV for recording their history and Richard Tanguay for the photos he provided. On Sunday, November 10th, at 1pm they will be hosting the Veterans Day Parade. If you visit the town website, click on the Veteran's tab to see all upcoming events. He reminded residents that on June 18th at 6pm at Post 80, there will be a flag retiring ceremony.

John Unghire, 271 Abbe Road

Mr. Unghire stated he was privileged to have been able to serve on the BOE last year. Mr. Unghire stated that prior to him serving on the board, his wife, Lori, was a member of the BOE for four years. During that time, he was able to view budget packets that were brought home. He said that once he had the opportunity to serve last term, the Superintendent gave a presentation on the proposed budget that they received. The budget was only five pages. His expectation was perhaps a digital format with more concise accounting and greater visibility, and instead there were five pages which appeared to be a summary. As the Republican minority leader, he was met with resistance from the board leadership after asking for more information. He felt that they were belittled and met with arrogance for wanting to see more details. He stated that the BOE had a fiduciary duty to the residents of the town, and he didn't feel like he was asking for too much by asking for budget details like what they'd received in the past. Due to those reasons, the Republicans could not vote to adopt a budget. While the Democrats voted for it, he believed that it showed the level of detail they were willing to submit going forward.

Peter Jonaitis, 3 Farmstead Circle

Mr. Jonaitis said that at the joint BOE and Town Council meeting last week, he stated that the Council should give the BOE the entire \$5.6 million. It was Mr. Jonaitis' hope that it would give the BOE a clean slate for the 2024-2025 school year. He said he made those comments as a former teacher, who knew what the consequences would be if they were not funded by the Council: cut positions and programs, fewer sports, activities, clubs and classes. He understood the dilemma the Council was in. It was his belief that the previous Town Council and BOE were derelict in their management of the town coffers, and taxes have risen about 15-16% in the past two years, along with higher assessments for properties, businesses, and vehicles. The current Council's political platform was no new taxes, getting reckless spending under control, and maintaining the fund balance with a safety zone. The town cannot afford to have anything affect their bond rating. He believed too many people, including the residents and Teachers' Association, have been making comments without knowing all the facts. The former superintendent moved money around to the best of his abilities to try and keep the past budget intact. He also warned leadership of needed cuts, and he used federal money in areas he felt would be of benefit to the schools. State money was assumed to come in to help pay bills, and large amounts of money were spent before receiving the state funds. He believed the prior years' budget was not managed properly, and any present board member who served on the leadership team of the previous board should be removed. He believed this should also apply to the Chair of the Finance Committee, since he affirmed the budget was in order. Whatever the Council decides should be in the best interest of the town.

Zach Zannoni, 6 Howard Street

Mr. Zannoni said that he supported a full forensic audit of the BOE, but there were many conclusions being drawn about what happened with the BOE budget. By doing that, it nullifies the intention of the audit, which is to determine what, in fact, did happen and the reasons why, to hold people accountable if needed. Ultimately, it would be the Council's decision about what to do with the information obtained through the professionals conducting the audit. He believed there was too much blame going back and forth about whether the Council or the BOE was to blame, and the way people have been treated is sad. He believed members of committees needed to make an effort to attend meetings, since the Republican leader of the BOE Finance Committee only attended six meetings over the course of two years.

John Unghire, 271 Abbe Road

Mr. Unghire stated that the reason they wanted more detail was to be able to make data-driven decisions. He said that they may not have been able to find a \$5.6 million overspend,

but they were also not given the opportunity to look at the numbers. He believed that if they had been given more detail, it might have eliminated the need for audits. If information was withheld, they should ask why, because it gives the impression there is something to hide. He said there needs to be some level of accountability.

Peter Jonaitis, 3 Farmstead Circle

Mr. Jonaitis stated that at the last joint meeting, Jonathan LeBlanc's name was brought up for not attending meetings. He asked everyone to investigate how many meetings his aunt had canceled and never rescheduled when she was the Chair of the board.

8. COUNCILOR COMMUNICATIONS AND PETITIONS

Councilor Mangini mentioned that many Council members attended the Pride celebration, and she was saddened that it could not be held at the Town Hall on the green with the flag. There was a great turnout for the Juneteenth celebration held on the Town Green. Ms. Mangini was concerned about the lack of lighting behind the Town Hall when leaving the building at night.

Councilor Cekala said that the last few weeks have been exhausting, and cautioned people about the words they use because no one knows all the facts. Ms. Cekala stated that there is a BOE Finance Subcommittee which includes representation from both parties. She said that while not everyone was happy with how the BOE budget was presented, the opportunity was given to submit questions in a reasonable amount of time to be answered by the board. She was glad to be a part of the graduation ceremony for Enfield High. She said that the weather for the upcoming week was going to be extremely hot and state cooling protocols are in place to assist, including cooling centers located at the Senior Center, both libraries and 24/7 at the police department.

Deputy Mayor Pyznar thanked members of the Ujima African Alliance for all their hard work for the Juneteenth celebration. Ms. Pyznar recognized the Enfield graduates who were joining the armed services after graduation. She hoped that the Wreaths across America fundraiser at Mount Carmel was a huge success. She also agreed with Mr. Jonaitis' idea. She wished Mrs. Pulaski a happy 90th birthday.

Councilor Cressotti said he had the opportunity to attend and speak at multiple events over the weekend including the Pride Celebration and Juneteenth. Mr. Cressotti said the Pride celebration had over 80 vendors, shows, and entertainment and was a great way to celebrate differences and create equality. The theme of the Juneteenth celebration this year was *Community and Unity* and to be *Better Together*. There were many unique displays of black heritage in Enfield, and there is a great display at the Enfield Historical Museum on Enfield Street.

Councilor Santanella said he would be more than willing to meet with anyone looking to discuss the budget. He said that for the last three years he has been talking about the risks of running into a financial crisis, and now it is a reality. He found it absurd that Enfield is at the point where they are choosing flushing toilets over education. He believed a bigger conversation needed to happen. He told Mr. Schoorens that he has personally spoken with the lieutenant governor, state comptroller, state treasurer, and the speaker of the house regarding Enfield schools which seems to have fallen on deaf ears. He hoped that would change in the future.

Councilor Hendrickson said he looked forward to the BOE forensic audit and the answers it will give. Mr. Hendrickson asked for an update on the 2023 audited financial statement.

Councilor Ludwick reminded residents that there was an additional way to cool down, by utilizing the newly opened splash pad on Weymouth Road.

Councilor Unghire said the graduates had a beautiful night and it was a great event. She also wished her mother Mrs. Pulaski a happy 90th birthday.

Councilor Finger spoke on behalf of a resident who had put in a request on May 23rd and didn't hear back from the Town Manager's office until June 6th. He believed that three weeks was a long time to wait for an answer. He asked that the response time be quicker in the future. He also agreed that a forensic audit is a good idea. He clarified that on Juneteenth town staff would be working, the transfer station would be open, and the trash collection schedule would remain the same.

Councilor Nasuta asked that the American flag at the end of the King Street exit be replaced because it was ripped. Mr. Nasuta said the Farmer's Market had a great turnout with many vendors in attendance. He encouraged residents to come to the green on Sundays from 9:30-12pm.

Councilor Unghire inquired whether there was a breakdown of the needs of the seventy-eight new special education students.

Mayor Nelson asked Mr. Bromson for an update on the portion of Town Farm Road that was missed during mowing. Mr. Nelson thanked the DPW for installing the new signs on Enfield Street, but they are currently only blinking and not posting the speed limits. He mentioned it was Men's Mental Health Awareness Month and encouraged anyone who was needing help to seek it, because men often hold their emotions inside. Many times, people

are unaware of the struggles others are going through, and we should take the time to understand and offer empathy and help when needed to prevent tragedies.

Councilor Santanella asked if the flags on Enfield Street could be sponsored by individuals, and Mr. Bromson responded that he would seek clarification. Mr. Bromson mentioned that they do accept donations for the flags.

9. TOWN MANAGER REPORT AND COMMUNICATIONS

Town Manager Bromson said he would reach out to Sargeant Meyers to ensure the speed signs were working properly. They are a bit behind on mowing at the moment, but the area on Town Farm Road is scheduled to be finished. Mr. Bromson mentioned that many employees, including the Town Manager, Assistant Town Manager and Town Attorney, work outside of regular business hours to answer emails and questions and that sometimes, residents have more complex requests and questions which are outside of normal FOIA requests. He asked for patience and understanding when it comes to receiving a response, but if a response is not given in a few weeks, then reach out to the Town Manager's Office. Due to fiscal constraints, the lighting around Higgins Park and the parking lot was cut from the project.

Mr. Bromson stated that the auditors had not finished yet, and once the audit is complete, then the report would be released. He further clarified that to avoid incorrect information, the Town Manager and the Town Attorney have the ability to speak up for clarification, per the original charter drafted in the 1950s. He wants to prevent the Council or residents from hearing misinformation that could have been responded to right away. Mr. Bromson said that the Farmer's Market will be a huge success and all the signs that were created last year will be put up around town, along with signs for the Summer Concert Series.

Assistant Town Manager Steve Bielenda thanked the sponsors of the Summer Concert Series and said that the turnout for the last two concerts had exceeded his expectations. Mr. Bielenda reminded residents that the concerts are free and the KSF concert for June 18th was paid for in full by USA Waste and Recycling. There would be an ice cream truck and BBQ food truck on site. He said that Enfield's own Mike Savage from Savage Brothers would be playing next Tuesday, June 25th. In addition to the Tuesday concerts, after the Farmer's Market on June 23rd, the Jazz in the Park series would begin in the bandshell, starting at 1pm and featuring Jazz Hands.

He urged residents who are looking for a place to cool down during the summer heat to visit the cooling stations. Locations are posted on Facebook.

- Project and Activity Report
- Included in the packet.

10. TOWN ATTORNEY REPORT

Interim Town Attorney Tom Tyler reported on the Hernandez v. Enfield Board of Education (BOE) lawsuit and explained that it was an ADA case involving the BOE and its failure to make accommodations for a member with disabilities. The result of the years-long case awarded \$10 in the plaintiff's favor, and reasonable attorney's fees to which the town has objected. The cost was around \$1.5 million. Though it was a BOE case, the town became involved because it was a civil rights issue and that's why the town was ordered to pay. He said that people may not have understood the significance of the Hernandez case and its implications, but it speaks to concerns about unforeseen expenditures and the cost of infrastructure maintenance in view of the BOE decision which the Council would make later in the meeting. It was his recommendation that the Council thoroughly consider all aspects regarding the town's finances, potential lawsuits, and unpredictable and unforeseen expenditures.

11. REPORT OF SPECIAL COMMITTEES OF THE COUNCIL

Councilor Ludwick, on behalf of the General Governance Subcommittee, would like a presentation scheduled during the July meeting from John Wilcox concerning the PA-490 additional tax break for farmers. The Conservation Commission sent an email asking if sample ordinances could be created.

12. UNFINISHED BUSINESS

- None

13. NEW BUSINESS

A. Consent Agenda

- None

B. Appointment(s)–Town Council Appointed

1. **Ethics Commission** - A Vacancy Exists Due to the Resignation of Raymond Walsh, Jr. (R). Recommendation is Michael Brouillette (R) Until 10/31/25.

NOMINATION #6974 by: Michael Ludwick

MOTION by: Michael Ludwick, seconded: Marie Pyznar to close nominations. Upon a **SHOW OF HANDS** vote, the Chair declared the **MOTION** adopted. Yes: Gina Cekala, Robert Cressotti, Douglas Finger, Bob Hendrickson, Michael Ludwick, Cynthia Mangini, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, John Santanella, Lori Unghire No: None Abstain: None.

By a **SHOW OF HANDS** vote, the Chair declared **NOMINATION #6974** adopted. Yes: Douglas Finger, Bob Hendrickson, Michael Ludwick, Jim Nasuta, Ken Nelson Jr., Marie

Pyznar, Lori Unghire No: Gina Cekala, Robert Cressotti, Cynthia Mangini, John Santanella
Abstain: None. The Chair declared the appointment adopted.

2. **Fair Rent Commission** - The Term of Office of Linda DeGray (R) Expires
6/30/24. Reappointment Will be Until 6/30/2026.

NOMINATION #6975 by: Marie Pyznar

MOTION by: Gina Cekala, seconded: Michael Ludwick to close nominations. Upon a
SHOW OF HANDS vote, the Chair declared the **MOTION** adopted. Yes: Gina Cekala,
Robert Cressotti, Douglas Finger, Bob Hendrickson, Michael Ludwick, Cynthia Mangini, Jim
Nasuta, Ken Nelson Jr., Marie Pyznar, John Santanella, Lori Unghire No: None Abstain:
None.

By a **SHOW OF HANDS** vote, the Chair declared **NOMINATION #6975** adopted. Yes: Gina
Cekala, Robert Cressotti, Douglas Finger, Bob Hendrickson, Michael Ludwick, Cynthia
Mangini, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, John Santanella, Lori Unghire No:
None Abstain: None. The Chair declared the appointment adopted.

3. **Fair Rent Commission** - The Term of Office of Paul Januszewski (R) Expires
6/30/24. Reappointment Will be Until 6/30/26.

NOMINATION #6976 by: Michael Ludwick

MOTION by: Michael Ludwick, seconded: Bob Hendrickson to close nominations. Upon a
SHOW OF HANDS vote, the Chair declared **MOTION** adopted. Yes: Gina Cekala, Robert
Cressotti, Douglas Finger, Bob Hendrickson, Michael Ludwick, Cynthia Mangini, Jim
Nasuta, Ken Nelson Jr., Marie Pyznar, John Santanella, Lori Unghire No: None Abstain:
None.

By a **SHOW OF HANDS** vote, the Chair declared **NOMINATION #6976** adopted. Yes: Gina
Cekala, Robert Cressotti, Douglas Finger, Bob Hendrickson, Michael Ludwick, Cynthia
Mangini, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, John Santanella, Lori Unghire No:
None Abstain: None. The Chair declared the appointment adopted.

**C. Resolution to Adopt a Letter of Support and Authorization for Hazardville Institute
Conservancy**

RESOLUTION #6977 by: Gina Cekala, seconded: Marie Pyznar.

BE IT RESOLVED, the Town Council hereby approves, and authorizes the Town Manager
to sign a letter of support and authorization for the Hazardville Institute Conservancy to
submit to the State Historic Preservation Office.

Upon a **ROLL CALL** vote, the Chair declared **RESOLUTION #6977** adopted. Yes: Gina
Cekala, Robert Cressotti, Douglas Finger, Bob Hendrickson, Michael Ludwick, Cynthia Mangini,

Jim Nasuta, Ken Nelson Jr., Marie Pyznar, John Santanella, Lori Unghire No: None Abstain: None. ***A copy of the letter is appended to these minutes.***

D. Resolution Authorizing the Town Manager to sign the Master Agreement between State of Connecticut, Department of Transportation and Town of Enfield for Readjustment, Relocation and/or Removal of Utility Facilities on Highway Projects
RESOLUTION #6978 by: Cynthia Mangini, seconded: John Santanella.

BE IT RESOLVED, that the Enfield Town Council authorizes the Town Manager or his designee to execute and sign all documents necessary for the Master Agreement between the State of Connecticut, Department of Transportation and Town of Enfield for Readjustment, Relocation and/or Removal of Utility Facilities on Highway Projects.

Director of Public Works Donald Nunes explained that this agreement is with the State DOT and refers to any manholes, catch basins, sewer and drain lines, etc. located within the state's right-of-way. When the state is performing DOT projects, they will pay to move any of the town's utilities within the right-of-way.

Upon a **ROLL CALL** vote, the Chair declared **MOTION #6978** adopted. Yes: Gina Cekala, Robert Cressotti, Douglas Finger, Bob Hendrickson, Michael Ludwick, Cynthia Mangini, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, John Santanella, Lori Unghire No: None Abstain: None. ***A copy of the agreement is appended to these minutes.***

E. Resolution Authorizing the Town Manager to Sign Agreements with F&G Recycling, LLC and USA Waste and Recycling, Inc.
RESOLUTION #6979 by: Cynthia Mangini, seconded: Robert Cressotti.

BE IT RESOLVED, that the Enfield Town Council authorizes the Town Manager or his designee to execute and sign the agreement for Municipal Solid Waste Disposal and Recycling Services with *F&G Recycling, LLC*.

BE IT FURTHER RESOLVED, that the Enfield Town Council authorizes the Town Manager or his designee to execute and sign the agreement for Bulky Waste Container Rental, Hauling and Disposal Services with *USA Waste and Recycling, Inc.*

Mayor Nelson explained that this was approved at the last meeting, however, this is a correction as the name of the companies has changed.

Upon a **ROLL CALL** vote, the Chair declared **MOTION #6979** adopted. Yes: Gina Cekala, Robert Cressotti, Bob Hendrickson, Michael Ludwick, Cynthia Mangini, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, John Santanella, Lori Unghire No: None Abstain: Douglas Finger.

F. Resolution to Implement Recommendations from the Enfield Recreation & Scholastic Field Demand Analysis at Enfield High School

RESOLUTION #6980 by: Cynthia Mangini, seconded: Michael Ludwick.

BE IT RESOLVED, that the Enfield Town Council begin implementation of the recommendations outlined in the Enfield Recreation & Scholastic Field Demand Analysis at Enfield High School.

Director of Public Works Donald Nunes explained that the Council already appropriated \$300K for this project and this resolution extends the drainage under the two baseball diamonds. They plan to pay for this part of the project through contingency funds budgeted in the original appropriation.

Upon a **ROLL CALL** vote, the Chair declared **RESOLUTION #6980** adopted. Yes: Gina Cekala, Robert Cressotti, Bob Hendrickson, Michael Ludwick, Cynthia Mangini, Jim Nasuta, Ken Nelson Jr., John Santanella, Lori Unghire No: Douglas Finger, Marie Pyznar Abstain: None.

G. Resolution to Authorize a Reduction of Property Maintenance Fines for 133 Raffia Road

RESOLUTION #6981 by: Gina Cekala, seconded: Robert Cressotti.

BE IT RESOLVED, the Enfield Town Council does hereby authorize the reduction of the property maintenance fines on 133 Raffia Road to \$1,000.

Upon a **ROLL CALL** vote, the Chair declared **RESOLUTION #6981** adopted. Yes: Gina Cekala, Robert Cressotti, Douglas Finger, Bob Hendrickson, Michael Ludwick, Cynthia Mangini, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, John Santanella, Lori Unghire No: None Abstain: None.

H. Resolution to Authorize a Reduction of Property Maintenance Fines for 49 Meadowlark Road with Conditions

RESOLUTION #6982 by: Gina Cekala, seconded: Bob Hendrickson.

BE IT RESOLVED, the Enfield Town Council does hereby authorize the reduction of the property maintenance fines on 49 Meadowlark Road to \$6,451.05 if the following conditions are met; and

BE IT RESOLVED, the conditions include the owner must pay the \$3,548.95 in clean & lien expenses and \$6,451.05 in property maintenance fines, totaling \$10,000, within the next

365 days and the owner must pay the sewer usage fees that are currently past due; and

BE IT FURTHER RESOLVED, that if these conditions are not met, the fines associated with the five property maintenance liens on 49 Meadowlark Road will total \$104,220.

Upon a **ROLL CALL** vote, the Chair declared **MOTION #6982** adopted. Yes: Gina Cekala, Robert Cressotti, Douglas Finger, Bob Hendrickson, Michael Ludwick, Cynthia Mangini, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, John Santanella, Lori Unghire No: None Abstain: None.

I. Resolution to Authorize a Reduction of Property Maintenance and Zoning Fines for 350 North Maple Street

RESOLUTION #6983 by: John Santanella, seconded: Bob Hendrickson.

BE IT RESOLVED, the Enfield Town Council does hereby authorize the property maintenance and zoning fines on 350 North Maple Street be reduced to \$_____.

Mayor Nelson explained that this home has been blighted for many years and the owner passed away. The fines from the Blight Ordinance and Zoning fines are for essentially the same violations. The home has been cleaned up by his daughter at her own personal cost. A sale is pending from which the daughter will not profit because the home is underwater on its mortgage. The Council can reduce the fines or waive them. If they are reduced and not waived, the pending sale will not close.

AMENDMENT #1 by: John Santanella, seconded: Gina Cekala to amend the Resolution to read "be reduced to \$0.00". Upon a **SHOW OF HANDS** vote, the Chair declared **AMENDMENT #1** adopted. Yes: Gina Cekala, Robert Cressotti, Douglas Finger, Bob Hendrickson, Michael Ludwick, Cynthia Mangini, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, John Santanella, Lori Unghire No: None Abstain: None.

Upon a **ROLL CALL** vote, the Chair declared **MOTION #6983** adopted as amended. Yes: Gina Cekala, Robert Cressotti, Douglas Finger, Bob Hendrickson, Michael Ludwick, Cynthia Mangini, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, John Santanella, Lori Unghire No: None Abstain: None.

J. Request for Transfer of Funds to the Town Attorney Legal Account - \$50,000

RESOLUTION #6984 by: Marie Pyznar, seconded: Cynthia Mangini.

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

FROM: Town Attorney

Salaries - Part Time	1013000-512000	\$50,000.00
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TO: Town Attorney

Legal	10130000-533200	\$50,000.00
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I hereby certify that the above-stated funds are available as of June 5, 2024, by John Wilcox, Finance Director

Upon a **ROLL CALL** vote, the Chair declared **MOTION #6984** adopted. Yes: Gina Cekala, Robert Cressotti, Douglas Finger, Bob Hendrickson, Michael Ludwick, Cynthia Mangini, Jim Nasuta, Ken Nelson Jr., Marie Pynzar, John Santanella, Lori Unghire No: None Abstain: None.

K. Resolution to Create a PK-5 School Modernization Pre-Referendum Committee

RESOLUTION #6985 by: Marie Pynzar, seconded: Michael Ludwick.

WHEREAS, the Connecticut State Statute 10-282 et seq. requires the Town of Enfield to name a Pre-Referendum Committee; and

NOW, THEREFORE, BE IT RESOLVED, that the Enfield Town Council designates the Joint Facilities Committee as the PK-5 Pre-Referendum Committee for the Town of Enfield

MOTION by: Marie Pynzar, seconded: Michael Ludwick to table. Upon a **SHOW OF HANDS** vote, the Chair declared **MOTION** adopted and **RESOLUTION #6985** was tabled. Yes: Robert Cressotti, Douglas Finger, Bob Hendrickson, Michael Ludwick, Cynthia Mangini, Jim Nasuta, Ken Nelson Jr., Marie Pynzar, Lori Unghire No: Gina Cekala, John Santanella Abstain: None.

L. Resolution Authorizing the Mayor to Sign the Memorandum of Understanding with the Enfield Board of Education

RESOLUTION #6986 by: Michael Ludwick, seconded: Cynthia Mangini.

BE IT RESOLVED, that the Enfield Town Council authorizes the Mayor, Ken Nelson, Jr. to sign the Memorandum of Understanding with the Enfield Board of Education.

Interim Town Attorney Tyler stated that the difference between the two memorandums in front of the Council is that in the one prepared by the BOE, the board added language that the BOE is going to incur expenses in excess of \$75,929,555 in the budget. Attorney Tyler also stated that he was uncertain whether the town is required to go to referendum. However, he believed the Charter was constructed so that the town would not have to go

to referendum to cover expenses when the BOE has a shortfall.

AMENDMENT #1 by: Robert Cressotti, seconded: Michael Ludwick to amend the Resolution to add the words "*prepared by the Enfield Town Attorney's office.*" Upon a **SHOW OF HANDS** vote, the Chair declared **AMENDMENT #1** adopted. Yes: Gina Cekala, Robert Cressotti, Douglas Finger, Bob Hendrickson, Michael Ludwick, Cynthia Mangini, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, John Santanella, Lori Unghire No: None Abstain: None.

Upon a **ROLL CALL** vote, the Chair declared **MOTION #6986** adopted as amended. Yes: Gina Cekala, Robert Cressotti, Douglas Finger, Bob Hendrickson, Michael Ludwick, Cynthia Mangini, Jim Nasuta, John Santanella, Lori Unghire No: Ken Nelson Jr., Marie Pyznar Abstain: None. ***A copy of the MOU is appended to these minutes.***

M. Resolution to Appropriate Funds for Board of Education Expenditures

RESOLUTION #6987 by: Gina Cekala, seconded: Robert Cressotti.

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 REVENUES

Appropriated Fund Balance	10040000	- \$5,601,408
	499000	

TO: NON-DEPARTMENTAL CHARGES

Health/Medical Insurance	10800091	- \$3,822,055
	521000	
Pension - Municipal Employee	10800091	- \$ 448,797
	523000	
Workers Compensation	10800091	- \$ 580,108
	526000	
Transfer to IT	10800092	- \$ 750,448
	593012	

I hereby certify that the above-stated funds are available as of June 14, 2024, by John A. Wilcox, Director of Finance

AMENDMENT #1 by: Ken Nelson, seconded: Michael Ludwick to amend the Resolution to add the words "*subject to the successful signing of the June 17, 2024, Town Council approved MOU.*"

Upon a **SHOW OF HANDS** vote, the Chair declared **AMENDMENT #1** adopted. Yes: Gina Cekala, Robert Cressotti, Douglas Finger, Bob Hendrickson, Michael Ludwick, Cynthia Mangini, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, John Santanella, Lori Unghire No: None Abstain: None.

Upon a **ROLL CALL** vote, the Chair declared **RESOLUTION #6987** adopted as amended. Yes: Gina Cekala, Robert Cressotti, Douglas Finger, Bob Hendrickson, Michael Ludwick, Cynthia Mangini, Jim Nasuta, John Santanella, Lori Unghire No: Ken Nelson Jr., Marie Pyznar Abstain: None.

N. Resolution Cancelling the Regular Meeting in August of 2024

RESOLUTION #6988 by: Cynthia Mangini, seconded: Robert Cressotti.

RESOLVED, that the Enfield Town Council does hereby cancel the Regular Meeting of the Council scheduled for August 19, 2024.

Upon a **ROLL CALL** vote, the Chair declared **MOTION #6988** adopted. Yes: Gina Cekala, Robert Cressotti, Douglas Finger, Bob Hendrickson, Michael Ludwick, Cynthia Mangini, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, John Santanella, Lori Unghire No: None Abstain: None.

14. ITEMS FOR DISCUSSION

- None

15. ANY OTHER BUSINESS PROPER TO COME BEFORE SAID MEETING

- None

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

Jennifer Bruyette, 83 Park Avenue

Ms. Bruyette read an email she sent to Mayor Nelson, Deputy Mayor Pyznar, Town Manager Bromson, and Councilor Santanella and stated that she had only received one reply. Ms. Bruyette's email asked for consideration of her re-appointment to the Fair Rent Commission as her appointment will come to an end June 30, 2024. She said the current commission is composed of three Republicans and two Democrats and that there are two vacancies currently for one tenant and one landlord. There are no alternate seats. A quorum is four members, and if she is not re-appointed and another member cannot attend a meeting, then they cannot meet their obligations as a commission. She takes her role seriously and attends every meeting and hearing. She has taken a workshop on the Fundamentals of Fair Housing and plans to attend additional quarterly workshops as they are available. She asked to be re-appointed so that the commission can continue with its important work.

17. COUNCILOR COMMUNICATIONS

Deputy Mayor Pyznar reminded residents that June is "Dog Licensing Month".

18. ADJOURNMENT

MOTION by: Cynthia Mangini, seconded: Michael Ludwick to adjourn.

Upon a **SHOW-OF-HANDS** vote being taken, the Chair declared the **MOTION** adopted unanimously, and the meeting stood adjourned at 10:15 pm.

Respectfully submitted,

Sheila M. Bailey, Town Clerk
Clerk of the Council

Lindsay Petrucci, Assistant Town Clerk
Secretary of the Council



Mary Dunne,
CT State Historic Preservation Office
Connecticut Department of Economic and Community Development
450 Columbus Boulevard, Suite 5
Hartford, CT 06103

Dear Ms. Dunne;

This letter serves as authorization for the Hazardville Institute Conservancy to submit a request to the CT State Historic Preservation Office for a "Survey and Planning Grant" related to architectural services to prepare construction drawings for use in completing the restoration. Specifically this will identify existing trim suitable for reuse and which trim needs replicated as well as specifications on paints and finishes.

The Town of Enfield, as owner of the property, works closely with the Hazardville Institute Conservancy to find effective means to restore and sustain the Institute structure. After a reorganization in 2001, the Conservancy's board has been actively seeking funding to stabilize the structure, rehab the building, and add an addition for accessibility. Per the Conservancy, tens of thousands of volunteer hours have been invested in community education, neighborhood history walks, and open houses.

The Town of Enfield looks forward to continuing to work with the Conservancy and to continue to move forward with the renovation and strongly supports their work and the submission of this grant request.

Sincerely,

Christopher Bromson
Town Manager

STATE OF CONNECTICUT

ss: Enfield

COUNTY OF HARTFORD

Personally appeared Christopher Bromson, this _____ day of _____, 2024, signer of the foregoing instrument and acknowledged the same to be his free act and deed.

Notary Public

MASTER AGREEMENT
BETWEEN
STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION
AND
TOWN OF ENFIELD
FOR READJUSTMENT, RELOCATION, AND/OR REMOVAL OF
UTILITY FACILITIES ON HIGHWAY PROJECTS

THIS AGREEMENT, concluded at Newington, Connecticut, this date _____, by and between the State of Connecticut, Department of Transportation, acting herein by the Commissioner of the Department of Transportation, hereinafter referred to as the State, and the Town of Enfield acting herein by, _____ its _____, hereunto duly authorized, hereinafter referred to as the Utility or collectively referred to as the “Parties”.

WITNESSETH, THAT:

WHEREAS, the State and the Utility wish to memorialize their understandings concerning their respective duties, rights, liabilities, and obligations whenever the Commissioner of Transportation determines that any Utility Facility located within, on, along, over or under any land comprising the right-of-way of a state highway, or any other public highway associated with a State highway project, must be readjusted or relocated in or removed from such right-of-way due to the construction or reconstruction of such highway, and

WHEREAS, the State, acting by its Commissioner of Transportation, is authorized to enter into this Agreement pursuant to Sections 4-8, 13a-98, 13a-98f, 13a-126, 13a-165, 13b-3 and 13b-23 of the Connecticut General Statutes, as revised, and

WHEREAS, the Utility has represented to the State that it is duly authorized to enter into this Agreement, carry out its responsibilities under this Agreement, and bind itself and its successors and assigns.

NOW, THEREFORE, in consideration of the mutual exchange of promises by and between the State and the Utility, evidenced within this Agreement, the State and the Utility mutually agree as follows:

Section 1: Definitions

The following definitions shall apply to this Agreement:

- a. “Additional Construction Work” means design, engineering or construction performed by or on behalf of the State and paid by the Utility for the incorporation of a Utility Facility in a Project which is for the requirements of the Utility and not required by any physical conflict between the Utility Facility and the Project;
- b. “Administrator” means the Transportation Engineering Administrator, Department of Transportation;
- c. “Change in Scope Letter” means a letter from the Utility to the State describing a deviation from the statement of work contained in the Project Construction Estimate;
- d. “Claims” means all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturing, contingent, known or unknown, at law or in equity, in any forum.
- e. “Construction Estimate” means the estimate prepared by or on behalf of the Utility for the cost of physically readjusting, relocating and/or removing Utility Facilities owned by the Utility for a State highway project;

- f. “Deductible” means the cost of the readjusted, relocated or removed Utility Facility above the cost required to provide a Utility Facility of equal capacity, age and value showing the betterment and associated cost for which the State is not participating; (i) the value of materials salvaged from existing installations; and (ii) depreciation reserve credits as determined by the cost of the original installation,
- g. “Engineer” means the District Engineer for Construction, Department of Transportation;
- h. “Increased Cost Letter” means a letter from the Utility to the State describing a deviation in the cost of work contained in the Preliminary Engineering Estimate or the Project Construction Estimate;
- i. “Installations and Adjustments” means the physical readjustment, relocation, and/or removal of a Utility Facility;
- j. “Authorization to Order Materials Letter” means the letter from the State authorizing the Utility to acquire materials necessary for the Additional Construction Work or Installations and Adjustments;
- k. “Plans” means the detailed engineering design documents prepared for the readjustment, relocation, and/or removal of the Utility Facilities necessitated by the Project;
- l. “Preliminary Engineering Estimate” or “P.E. Estimate” means the estimate prepared by or on behalf of the Utility for developing the Construction Estimate, Plans and Supporting Data;
- m. “Project” means a State highway project;
- n. “Project Authorization Letter for Construction” means the letter from the

Administrator approving any and all of those construction costs listed in the Construction Estimate;

“Project Authorization Letter for P.E.” means the letter from the Administrator authorizing the Utility to incur those preliminary engineering costs approved by the Administrator;

“Records” means all working papers and such other information and materials as may have been accumulated by the Contractor in Performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

“Reference Documents” means “Public Service Facility Policy and Procedures for Highways in Connecticut,” dated November 1, 2008, as amended from time to time, “Utility Accommodation Manual,” dated February 1, 2009 as amended from time to time, “State of Connecticut Department of Transportation Standard Specifications for Road, Bridges and Incidental Construction, Form 816” (Form 816) and “Supplemental Specifications” as amended from time to time, and Title 23, Code of Federal Regulations, Part 645, Subpart A and Subpart B dated April 1, 2007, as amended from time to time;

“Supporting Data” means the documentation that forms the basis of the Construction Estimate including utility relocation informational plan sheets, Utility timetables and any Utility specifications;

“Utility Facility” means either utility facilities or utilities as defined in Section 13a-98f of the Connecticut General Statutes or a public service facility as defined in Section 13a-126 of the Connecticut General Statutes.

“Utility Parties” means Utility’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or

any other person or entity with whom the Utility is in privity of oral or written contract and the Utility intends for such other person or entity to perform under the Agreement in any capacity.

Section 2: Utility

2.01 Preparation of P.E. Estimate

When requested by the State or its designated agents, the Utility shall prepare and submit to the State a P.E. Estimate for which the Utility may apply to the State for reimbursement under the Connecticut General Statutes. The Utility shall not incur charges for the Project until the Utility receives written authorization from the Administrator in the form of a Project Authorization Letter for P.E. Said authorization may be withheld at the sole discretion of the Administrator. Any increase in the P.E. Estimate for a particular Project will require prior written authorization of the Administrator, which may be withheld at the Administrator's sole discretion.

2.02 Preliminary Engineering Performed by Consultant

In the event the Utility elects not to perform preliminary engineering with its own forces, or forces of the Utility's corporate affiliates, the Utility shall so advise the State in writing by requesting prior approval to employ the services of a consultant. The Utility agrees to clearly and accurately identify all consultant costs in its estimates and in its billings to the State.

2.03 Preparation of Plans, Construction Estimate and Support Data

Subsequent to the issuance of the Project Authorization Letter for P.E., the Utility shall prepare: (a) Plans, (b) the Construction Estimate, and (c) Supporting Data for the changes to its facilities to accommodate the construction or reconstruction of the Project. The Plans, Construction Estimate, and Supporting Data shall all be prepared in accordance with the Reference Documents which are hereby incorporated by

reference and made a part of this Agreement.

2.04 Test Pits and Borings

(a) Whenever the State, acting through the Administrator, notifies the Utility in writing that the State requires the Utility to conduct test borings or to excavate test pits to ascertain the exact location, dimensions, or the structural condition of a Utility Facility for the purposes of a Project the cost shall be shared by the State and the Utility. The State's share shall be determined in accordance with the applicable provisions of Sections 13a-98f and 13a-126 of the Connecticut General Statutes, as revised.

(b) Whenever the State, acting through the Administrator, notifies the Utility in the Project Authorization Letter for P.E. to prepare a Plan, Construction Estimate, and Supporting Data for the relocation or adjustment of its Utility Facilities due to the requirements of the proposed Project and the Utility finds that it can comply with this request only by means of borings or test pits, the Administrator may grant permission for the borings or test pits to be done as part of the Utility's preliminary engineering design, and payment therefore shall be made under the provisions of Sections 13a-98f or 13a-126 of the Connecticut General Statutes, as revised.

2.05 The Construction Estimate

The Construction Estimate shall include, but shall not be limited to, (a) costs required to provide a facility of equal capacity; (b) any costs in excess of the costs required to provide a Utility Facility of equal capacity clearly showing the betterment and associated costs for which the State is not participating; (c) the value of materials salvaged from existing installations; and (d) depreciation reserve credits as determined by the cost of the original installation, the life expectancy of the original

Utility Facility, and the unexpired term of such life use. The Construction Estimate shall incorporate the deductible value of items (a) through (d) referenced herein subject to audit as set forth in Subsections 2.16, 2.18 and 3.04 of this Agreement after completion of the work and before final payment is made to the Utility. The depreciation reserve credit must be shown in the Construction Estimates for which the construction cost to the State is over Twenty Thousand Dollars (\$20,000), and the State waives the requirement that depreciation reserve credit be shown in Construction Estimates on construction costs of Twenty Thousand Dollars (\$20,000) or less.

2.06 Submission at Request of Administrator

The Utility shall submit the Plans, Construction Estimate, Supporting Data and Specifications requested by the Administrator to the State for its approval. If after review by the State the Plan, Construction Estimate and Supporting Data are acceptable, the Administrator shall provide the Utility written approval of the Plans, Construction Estimate and Supporting Data. The Project Authorization Letter for Construction shall not be construed as authorization to proceed with work in furtherance of said Installations and Adjustments.

2.07 Utility Responsibilities

The Utility shall assume full responsibility for the accuracy of all data, design, and other products of engineering work created, prepared or produced by the Utility, its agents, servants, employees, corporate affiliate or consultants, as shown on Plans, Supporting Data, Specifications or other pertinent documents relative to the Installations and Adjustments, as herein provided for under the terms of this Agreement. The Utility shall also assume full responsibility for all costs of every

name and description which may be incurred by the State as a result of any errors or omissions contained in the data, design, or other products of engineering work created, prepared or produced by the Utility, its agents, servants, employees, corporate affiliate or consultants, as shown on said Plans, Supporting Data, Specifications or other pertinent documents. The Utility shall assume no responsibility for costs incurred by the State as a result of any errors or omissions contained in the data, design, or other products of engineering work created, prepared or produced by the State as shown on said Plans, Supporting Data, Specifications or other pertinent documents.

2.08 Authorization to Order Materials

Upon the Utility's receipt of the Authorization to Order Materials Letter for a Project, the Utility shall use its best efforts to promptly obtain all materials necessary for the relocation and readjustment of Utility Facilities for the Project. Within ten (10) calendar days of receiving the Authorization to Order Materials Letter, the Utility shall notify the State in writing of the date when it anticipates that the Utility will have obtained all materials necessary for the relocation and readjustment of Utility Facilities for the Project. In the event the Utility becomes aware of a change in the date that it anticipates obtaining all materials necessary for the relocation and readjustment of Utility Facilities for the Project, the Utility shall provide the State with written notification of the change. The Utility acknowledges that the State will utilize the anticipated date provided by the Utility to plan for the Project. If the Utility fails to provide the State with a written notice required by this Subsection, the Utility shall be responsible for any and all damages incurred by the State arising from the Utility's failure to provide any such notice.

2.09 Notice to Proceed

The Utility shall not proceed with work in furtherance of the Installations and Adjustments prior to the receipt of a written notice from the Engineer. The Utility shall proceed with due diligence with the Installations and Adjustments in accordance with the approved Plans, Construction Estimates, and Supporting Data.

2.10 Diligent Performance

The Utility shall diligently perform all work necessary to complete the Installations and Adjustments of its Utility Facilities, and shall comply with all requirements of the State in connection with such work. All Installations and Adjustments shall be completed within a reasonable time. In determining the Installations and Adjustments were completed within a reasonable time, the State may consider, among other things, any schedule submitted by the Utility to the State for the Installations and Adjustments and any other information that the Utility believes the State should consider determining whether the Installations and Adjustments were completed in a reasonable time.

2.11 Reference Documents Controlling

The actual adjustments to the Utility's Facilities shall be governed by the Reference Documents. The Reference Documents are hereby incorporated by reference and made a part of this Agreement.

2.12 Performance of Work by Utility Forces or Contractor

Any Installations and Adjustments authorized by the State may be carried out by the Utility with its own forces and/or by the Utility's duly qualified and certified continuing contractors, but nothing in this paragraph shall be construed to authorize any work to be done by other contractors or any other utility company, except for

certain minor contract work approved in advance by the Administrator. Written approval by the State of other than continuing contractors doing work under this Agreement may be granted by the State on the basis of a contract being awarded by the Utility to the lowest qualified bidder from a minimum of three bids submitted by entities unaffiliated with the Utility. If the Utility is unable to obtain three bids, the Utility shall write to the State and explain why it was unable to obtain three bids. The State may, upon the Utility demonstrating good cause for not obtaining three bids, waive the three bid requirement. Upon receipt of written approval from the State, the Utility may award a contract for such work. The State reserves the right to reject any or all bids for such work at its sole discretion.

2.13 Preparation of Progress Reports

During the construction phase of Projects, the Utility shall prepare reports required for the State's review of the Utility's billing of costs. State Form CON-40, or an approved equivalent form(s), shall be used for the daily reporting of labor, inspection, supervision, or any other related on-site work, as well as equipment and materials used in the work, and shall be prepared by the Utility and certified by representatives of the State and the Utility. Material used and recovered on temporary work, as well as permanent plant items removed, shall be reported on State Form CON-41 in the same manner as the CON-40. The Utility shall submit CON-40's and CON-41's within fifteen (15) calendar days following the completion of its weekly activities.

2.14 Changes in Scope of Work

In the event that the statement of work contained in the approved Project Construction Estimate needs to be changed, the Utility shall provide the Engineer with a Change in Scope Letter. The Change in Scope Letter shall contain such information

as the Engineer deems necessary for his review of the proposed changes, including but not limited to, the facts requiring such change, and the proposed impact upon the budget for Installations and Adjustments. In the event the Engineer authorizes the change, such authorization shall be in writing and effective upon receipt by the Utility.

2.15 Construction Cost Increases

When changes in construction are due solely to increases in cost of labor, materials and equipment, the Utility shall advise the State in an Increased Cost Letter with an explanation for this change. The Increased Cost Letter shall contain, but shall not be limited to, the facts requiring such change, and a statement that payment will be made under the provisions of the "Public Service Facility Policy and Procedures for Highways in Connecticut" as amended from time to time. The Utility shall not implement any such changes in preliminary engineering or construction until those changes have been approved in writing by the State.

2.16 Form of Payment Requests

All requests for payment shall be submitted on State Form ISP, or a DOT approved equivalent form together with pertinent vouchers and cost records, and shall be subject to audit by the State and/or the Federal Highway Administration. All billing for preliminary engineering, test pits, construction and inspection activities shall be billed separately on State Form ISP and be on a project-by-project basis.

2.17 Waiver of Right to Payment

The failure of the Utility to submit the final bills within the time frames specified within this Agreement will constitute a waiver by the Utility of its right to reimbursement of the State's equitable share and may, at the election of the State,

result in the loss of reimbursement to the Utility.

2.18 Review of Records

The Utility agrees to permit the State, the State Auditors of Public Accounts, the United States Department of Transportation and/or their duly authorized representatives to examine, review, audit and/or copy any records, books or other documents of the Utility relative to all charges, including charges for extra work, settlement of claims, alleged breaches of this Agreement, charges of continuing contractors of the Utility for work performed by the continuing contractor for the Utility on work other than State highway work or any other matter involving expense to the State.

If applicable, the Utility receiving federal funds must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. If applicable, the Utility receiving state funds must comply with Connecticut General Statutes § 7-396a, and the State Single Audit Act, §§ 4-230 through 236 inclusive, and regulations promulgated thereunder.

2.19 Requirement for Encroachment Permit

The Utility shall obtain an encroachment permit pursuant to the provisions of Sections 13a-247 and 13b-17 of the General Statutes and Sections 13b-17-1 through 42 of the Regulations of Connecticut State Agencies prior to placing any Utility Facility within, on, along, over, or under any land compromising the right-of-way of a state highway. Any Utility Facility placed within, on, along, over, or under any land compromising the right-of-way of a state highway without an encroachment permit from the State shall not be eligible for reimbursement and nothing in this Agreement shall obligate the State to reimburse the Utility for the costs associated with the readjustment, relocation, or removal of any such facility. The Utility shall reimburse the State for the costs associated with the readjustment, relocation, or

removal of any facility placed within, on, along, over, or under any land compromising the right-of-way of a state highway or any other public highway without an encroachment permit.

2.20 Requirement of Encroachment Agreement for Trunk Line or Transmission Type Facilities

The Utility shall enter into an encroachment agreement with the Commissioner pursuant to the provisions of Section 13a-126c of the General Statutes for any longitudinal use of the right-of-way of a state highway to accommodate trunk line or transmission-type facilities prior to placing any trunk line or transmission-type facility within, on, along, over, or under any land compromising the right-of-way of a state highway. Any trunk line or transmission-type facility placed within, on, along, over, or under any land compromising the right-of-way of a state highway without an encroachment agreement shall not be eligible for reimbursement and nothing in this Agreement shall obligate the State to reimburse the Utility for the costs associated with the readjustment, relocation, or removal of any such facility. The Utility shall reimburse the State for the cost associated with the readjustment, relocation, or removal of any facility place, within, on, along, over, or under any land compromising the right-of-way of a state highway or any other public highway without an encroachment agreement.

2.21 Compliance with State and Federal Administrative Requirements

The Utility shall comply with all State and Federal Administrative requirements set forth in **Exhibit A, dated August 24, 2022**, attached to this Agreement and the State of Connecticut Required Provisions set forth in **Exhibit B, dated July 2022**, attached to this Agreement, and all Schedules referenced therein and attached to this Agreement, all as may be amended from time to time.

2.22 Documents Submitted With Cost Estimates

For each Project, the following documents and any documents attached thereto shall be incorporated by reference into this Agreement:

- a. the Project Authorization Letter for P.E.;
- b. the Project Authorization Letter for Construction;
- c. the Authorization to Order Materials Letter;
- d. the Notice to Proceed;
- e. the State's response to any Change in Scope Letter;
- f. the State's response to any Increased Cost Letter; and
- g. documentation of Additional Construction Work

2.23 Special Provisions Disadvantaged Business Enterprises, Intentionally Omitted.

2.24 Insurance

- (a) With respect to the operations that the Utility performs or engages a Prime Contractor to perform, and also those that are performed by subcontractors of the Prime Contractor, in conjunction with the Project, the Utility shall carry, and/or shall require its Prime Contractor (i) to carry and (ii) to impose on its subcontractors the requirement to carry, for the duration of the Project, the insurance requirements set forth in the Form 816 at (i) Section 1.03.07 "Insurance," and (ii) specifically with respect to any working drawings prepared by a designer, Section 1.05.02(2)(a) "Plans, Working Drawings and Shop Drawings." With respect to Section 1.05.02(2)(a), evidence of the Professional Liability Insurance Policy may be submitted on the State's Form "Certificate of Insurance DOC-001."

- (b) With respect to Design/Construction Inspection activities that the Utility performs or engages a Designer/Inspection Consultant to perform, and also those that are performed by any subconsultants of the Designer/Inspection Consultant, in conjunction with the Project, the Utility shall carry, and/or shall require its Designer/Inspection Consultant for the Project (i) to carry and (ii) to impose on its subconsultants the requirement to carry, for the duration of the Project, the insurance requirements set forth in the Form 816 at Section 1.03.07, Items (1), (2), (3), (5), (7), and (8) "Insurance." For the purposes of this subparagraph (b), any reference in the Standard Specifications to "Contractor" and "subcontractor" hereby refers to the Designer/Inspection Consultant and subconsultant, respectively.
- (c) With respect to the Design/Construction Inspection activities that the Utility performs or engages a Designer/Inspection Consultant to perform, and also those that are performed by any subconsultants of the Design/Inspection Consultant, in conjunction with the Project, the Utility shall carry, and/or shall require its Design/Inspection Consultant (i) to carry and (ii) to impose on its subconsultants the requirement to carry, for the duration of the Project, a Professional Liability Insurance policy for errors and omissions in the minimum amount of Two Million Dollars (\$2,000,000), which policy may contain a maximum Two Hundred and Fifty Thousand Dollars (\$250,000) deductible clause, provided that the policy holder shall be liable to the extent of at least the deductible amount. The Professional Liability Insurance coverage shall continue for a period of three (3) years from the date of acceptance of the Project by the State, subject to the continued commercial availability of such insurance. The Professional Liability Insurance Policy must include pollution and environmental impairment coverage as part thereof,

if such insurance is applicable to the work performed as part of the Design/Inspection Activities in conjunction with the Project.

- (d) With respect to the operations that the Utility performs or engages a Design/Inspection Consultant to perform, and also those that are performed by subconsultants thereof, in conjunction with the Project, the Utility shall carry, and/or shall require its Design/Inspection Consultant (i) to carry and (ii) to impose on its subconsultants, the requirement to carry, for the duration of the Project, a Valuable Papers Insurance Policy until the work has been completed and accepted by the State. Said policy will assure the State that all records, papers, maps, statistics, survey notes and other data shall be reestablished, recreated, or restored if made unavailable by fire, theft, flood, or other cause. This policy shall provide coverage in the amount of Fifty Thousand Dollars (\$50,000) regardless of the physical location of the insured items.
- (e) Said coverages must be provided by an insurance company or companies satisfactory to the State, except that, with respect to work performed directly and exclusively by the Utility, the Utility may request that the State accept coverage provided under a self-insurance program. If requested by the State, the Utility must provide evidence of its status as a self-insured entity and describe its financial condition, the self-insured funding mechanism and the specific process on how to file a claim against the self-insurance program. If such self-insurance coverage with respect to any insurance required herein is acceptable to the State, in its sole discretion, then the Utility shall assume any and all claims as a self-insured entity, and the respective insurance requirements stated herein will not be applicable.

- (f) The Utility shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the State. In providing said policies, the Utility may redact provisions of the policy that are deemed by the insurer to be proprietary. This provision shall survive the suspension, expiration or termination of this Agreement. The Utility shall insert this required provision into its contracts or agreements with its Prime Contractor and/or Design/Inspection Consultant, if applicable, and shall require its Prime Contractor and/or Design/Inspection Consultant to insert this required provision into its (their) contracts or agreements with its (their) subcontractors and/or subconsultants.

2.25 Maximum Fees for Architects, Engineers and Consultants (Federal Funds)

When any phase of the Project is federally funded, the Utility hereby acknowledges and agrees to comply with the provisions of Chapter 11 of the United States Code Title 40, Part 36 of Title 48 of the Code of Federal Regulations (CFR) and 23USC 11 2(b)2 for the maximum fees for Architects, Engineers and Consultants.

The Utility shall submit to the State for review and approval, any proposed Agreement between the Utility and a consultant prior to its execution. No reimbursable costs may be incurred on the consultant agreements prior to the State's written approval.

The Utility shall ensure that all Parties are in compliance with the audit requirements set forth in Title 48, Section 31 of the Code of Federal Regulations (CFR) and Title 23, Section 172 CFR, as revised, when retaining consultants.

2.26 Policy on Non-Federally Funded Contract Fees for Architects, Engineers, and Consultants (State Funds)

When any phase of the Project is non-federally funded, the Utility hereby acknowledges and agrees to comply with the guidelines specified in **“Policy No. EX.0-33, dated June 25, 2015; Subject: Policy on Non-Federally Funded Contract Fees for Architects, Engineers and Consultants performing services for the “Department,” as set forth in Schedule 4** (attached herewith and incorporated by reference).

Section 3: State

3.01 Payment for Increased Costs

The State’s obligation to pay the cost increase shall be subject to final audit as set forth in Subsections 2.16, 2.18 and 3.04 of this Agreement.

3.02 Partial Payments

Upon the Utility’s request for partial payments made on the proper form, the State may make partial payments to the Utility of ninety-seven and one half percent (97.5%) of the State's equitable share of the approved cost for all authorized actual incurred charges.

- (a) The Utility’s final bill to the State for the State’s equitable share of all preliminary engineering costs incurred by the Utility, shall be submitted to the State within six (6) months of the date of the Administrator’s written authorization to the Utility to incur charges; time being of the essence.
- (b) The Utility’s final bill to the State for the State’s equitable share of all authorized construction costs incurred, shall be submitted to the State within a period of six (6) months after completion of the Utility’s construction

activities, time being of the essence.

3.03 State's Equitable Share

The State's equitable share of the cost of the Installations and Adjustments of the Utility, as herein provided and approved by the State, shall be in conformance with the provisions of the applicable Connecticut General Statutes, as revised.

3.04 No Prohibition on Additional Funding

Nothing in this Agreement shall preclude the State from requesting reimbursement from the Federal Highway Administration for a portion or all of its share of the cost of the Utility Installations and Adjustments, as provided for in this Agreement, in accordance with the provisions of Title 23, Code of Federal Regulations, Part 645; Subpart A, dated April 1, 2007, and subsequent supplements or amendments. The records and accounts of the Utility shall be made available in the Utility's office for audit, upon request, by authorized representatives of the State and/or the United States Department of Transportation. Nothing in this Agreement shall preclude the State from requesting funding from any other federal agency, municipality or any other funding source.

Section 4: State and Utility

4.01 Additional Construction Work Pursuant to Connecticut General Statutes Section 13a-98

- (a) Upon request of the Utility, the State may include Additional Construction Work in a Project. The Utility agrees to accept ownership of and maintain as part of its overall system, all Additional Construction Work herein provided for, immediately upon completion of the Additional Construction Work or at such time as notified by the State.

(b) Upon demand by the State, following the advertising of a Project, the Utility shall deposit with the State, a certified check, drawn on the account of the Utility, payable to the “State Treasurer, State of Connecticut,” in the amount of the estimate for the Additional Construction Work for each Project. After final audit for the Project in the event the actual cost of Additional Construction Work is more than the amount of the Utility’s deposit, the Utility shall pay the difference to the State. In the event the actual cost of Additional Construction Work is less than the amount of deposit, the State shall pay the difference to the Utility. No interest shall be payable or due on the difference between the amount deposited and the final audited amount. In the event the construction of a certain Project is cancelled, all monies deposited by the Utility for said Additional Construction Work shall be returned to the Utility with no interest within ninety (90) days after receipt of notice of cancellation of the Project by the Department of Transportation’s Office of Financial Management and Support or its successors, unless the State notifies the Utility in writing stating otherwise.

4.02 Incorporation of Utility Installations and Adjustments into Project

When requested to do so by the Utility, required Installations and Adjustments may be included in any Project contract for highway improvements whenever the Administrator considers it to be in the best interest of the State. If it is determined that a demand deposit is required from the Utility, it shall be accomplished as in Subsection 4.01 of this Agreement.

4.03 Audit

Final payment costs associated with each of the activities of preliminary engineering,

test borings or test pits, and construction shall be made for actual authorized cost incurred, after final audit and after all exceptions have been resolved.

4.04 Litigation

The Utility agrees that the sole and exclusive means for the presentation of any claim against the State arising from or in connection with this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims against the State) and the Utility further agrees not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

4.05 Preconditions to Commence Work and Reimbursement by State

This Agreement itself is not an authorization for the Utility to provide goods or begin performance in any way. The Utility may provide goods only after receiving (a) a Project Authorization Letter for Construction; and (b) an Authorization to Order Materials Letter.

The Utility may begin performance only after receiving (a) a Project Authorization to Order Materials Letter; (c) a Purchase Order issued by the State against this Agreement, and (d) a Notice to Proceed as set forth in Subsection 2.09 of this Agreement. The State shall issue a Purchase Order against this directly to the Utility and to no other person. Any work performed in a state highway right of way shall require an encroachment permit. If the Installation and Adjustment or Additional Construction Work concerns a trunk line or transmission type facility in a state highway right of way, the Utility shall enter into an encroachment agreement with the State. A Utility providing goods or commencing work without the requisite items listed in this Subsection does so at the Utility's own risk.

4.06 No Third-Party Beneficiaries

No person shall be deemed to be a third party beneficiary to this Agreement.

4.07 Term

This Agreement shall have a term of ten (10) years from the effective date of this Agreement. No amendment to this Agreement shall be valid unless mutually agreed upon by both Parties in writing and approved, as to form, by the Attorney General of the State of Connecticut.

(a) The State and the Utility reserve the right to terminate or propose to revise this Agreement in whole or part at any time by fifteen (15) days advance notice, in writing, to the other party. The termination of this Agreement by the Utility shall not relieve the Utility from its obligation to remove a Utility Facility from a State highway upon written notice from the State that the Utility Facility conflicts with a Project.

(b) The State, upon written notice, may, in its sole discretion, suspend, postpone, or terminate this Agreement, and such action shall in no event be deemed a breach of contract. Any such action may be taken by the State for its own convenience and shall not be deemed a breach of this Agreement.

(c) Any such suspension, postponement or termination shall be affected by delivery to the Utility of a written notice specifying the extent to which performance of work under the Agreement is being suspended or postponed or that the Agreement is being terminated, and the date upon which such action shall be

effective.

(d) If the State terminates the Agreement, the State shall reimburse the Utility for items or work completed prior to the effective date of termination, or as may be agreed by the Parties for items of work partially completed.

(e) When the volume of work completed, as of the termination date, is not sufficient to reimburse the Utility under contract unit prices for its related expenses, the State may consider reimbursing the Utility for such expenses.

(f) Materials obtained by the Utility or its contractor for the Project that have been inspected, tested as required, and accepted by the State, and that have not been incorporated into the physical Project, shall, at the option of the Utility, be purchased from the contractor at actual cost as shown by receipted bills and the State shall reimburse the Utility for same. To this cost shall be added all actual costs for delivery at such points of delivery as may be designated by the State, as shown by actual cost records.

(g) The Utility shall make payment to the State for the original costs of materials obtained by the State or its contractor for the Project that have been purchased by the Utility less an allowable handling fee and take possession of these materials in the event the Project is cancelled or the Agreement is terminated without any fault of the Utility.

(h) Termination of this Agreement shall not relieve the

Utility or its contractor of its responsibilities for the completed work, nor shall it relieve the contractor, its surety or the Utility of its obligations concerning any claims arising out of the work performed or any obligations existing under bonds or insurance required by the Connecticut General Statutes or by this or any other agreement with the State or the Utility.

4.08 Official Notice

Any official notice from one such party to the other such party (or parties), in order for such notice to be binding thereon, shall:

a. Be in writing (hardcopy) addressed to:

(i) When the State is to receive such notice -

Commissioner of Transportation
Connecticut Department of Transportation
2800 Berlin Turnpike
P.O. Box 317546
Newington, Connecticut 06131-7546

(ii) When the Utility is to receive such notice:

- b. Be delivered in person with acknowledgement of receipt or be mailed by the United States Postal Service - "Certified Mail" to the address recited herein as being the address of the party(ies) to receive such notice; and
- c. Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

The term "Official Notice", as used herein, shall be construed to include, but not be limited to, any request, demand, authorization, direction, waiver, and/or consent of the Party(ies) as well as any document(s) including any electronically produced versions provided, permitted, or required for the making or ratification of any change, revision, addition to, or deletion from, the document, contract, or agreement in which this "Official Notice" specification is contained.

Further, it is understood and agreed that nothing hereinabove contained shall preclude the Parties from subsequently agreeing, in writing, to designate alternate persons (by name, title, and affiliation) to which such notice(s) is (are) to be addressed; alternate means of conveying such notice(s) to the particular Party(ies); and/or alternate locations to which the delivery of such notice(s) is (are) to be made, provided such subsequent agreement(s) is (are) concluded pursuant to the adherence to this specification.

4.09 Agent for Service of Process

The Utility agrees that the Secretary of the State of the State of Connecticut, (including any successor thereto) is hereby appointed by the Utility as its agent for service of process for any action arising out of or as a result of this Agreement, such appointment to be in effect throughout the life of this Agreement, including any supplements thereto and all renewals thereof, if any, and seven (7) years thereafter, except as otherwise provided by statute.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and year indicated.

STATE OF CONNECTICUT
Department of Transportation
Commissioner of the Department of Transportation

BY: _____
Scott A. Hill, P.E.
Bureau Chief
Bureau of Engineering and Construction

Date: _____

TOWN OF ENFIELD

BY: _____
Sign Name:
Print Name:
Print Title:

Date: _____

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE ENFIELD TOWN COUNCIL
AND THE ENFIELD BOARD OF EDUCATION
REGARDING THE SUBMISSION AND PAYMENT OF
EXPENSES AND COSTS INCURRED IN FISCAL YEAR 2023-2024**

WHEREAS, this Memorandum of Agreement (MOU) is by and between the Enfield Town Council (Council) and the Enfield Board of Education (Board); and

WHEREAS, the Board has requested additional funding from the Council to pay for expenditures incurred by the Board in excess of the Town's appropriation for the Board for the 2023-2024 school year; and

WHEREAS, it is estimated that the above-referenced expenses and/or costs are \$5,601,407.80; and

WHEREAS, the Council has agreed to provide such additional funding for the above-referenced expenses and/or costs in an amount not to exceed \$3,900,000; and

WHEREAS, the Council has also agreed to permit the Board to repay an additional \$1,701,407.88 million owed to the Town on a 5-year repayment plan to commence on July 1, 2025, which is the first day of fiscal year 2026.

NOW, THEREFORE BY MUTUAL UNDERSTANDING, the Council and the Board agree that, unless otherwise amended by the mutual agreement of the parties, the following provisions are hereby established with regard to the payment of the above-referenced expenses and/or costs:

A. Submission of Bills, Invoices or Other Documentation by the Board

The bills to be paid by the Council on behalf of the Board are set forth in the attached Exhibit A, along with documentation that these bills were incurred by the Board.

B. Bills to Be Repaid by the Board to the Town Pursuant to Repayment Plan

The Town will also pay on behalf of the Board the amount of \$1,701,407.88 as set forth in the attached Exhibit B. The Board shall repay the Town the amount of \$340,281.57 in five annual installments from fiscal year 2026 through fiscal year 2030. This amount will be automatically deducted from the Board's budget at the beginning of each fiscal year commencing with Fiscal Year 2026 and continuing to Fiscal Year 2030.

C. Additional Conditions and Provisions

In consideration for this Memorandum of Understanding, the Council has requested and the Board has agreed to the following actions to be taken by the Board in the fiscal year that will commence on July 1, 2024:

1. A forensic audit of the Enfield Board of Education budget by an auditor selected by the Town for the fiscal year that commenced on July 1, 2022 and ended on June 30, 2023 and the Enfield Board of Education budget for the fiscal year that commenced on July 1, 2023 and will end on June 30, 2024. This audit shall be at Town expense.
2. The Board will provide a detailed, line-item budget for budget submissions in future fiscal years, in the format set forth in the attached Exhibit C.
3. The Board will provide the Council with quarterly financial reports, during the first week of each school year, halfway through the first semester of each school year, the first week of the second semester in each school year, and halfway through the second semester of each school year. These reports shall be in the form of a year-to-date summary, in the format set forth in the attached Exhibit D.

Enfield Town Council

Dated: _____

By: Ken Nelson
Mayor and Council Chairman

Enfield Board of Education

Dated:

By: Charlotte Riley
Chair