MINUTES
TOWN COUNCIL
REGULAR MEETING
October 6, 2025
7:00 PM - Town Hall - Council Chambers
https://youtube.com/live/xDgjwS-dguo

1. **PRAYER - Bob Hendrickson**

   A prayer was recited.

2. **PLEDGE OF ALLEGIANCE**

   The Pledge of Allegiance was recited.

3. **ROLL CALL**

   Present: Gina Cekala, Robert Cressotti, Bob Hendrickson, Michael Ludwick, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, Jeff Rousseau, John Santanella, Lori Unghire

   Absent: Cynthia Mangini

   Also present were Town Manager, Matthew Coppler; Assistant Town Manager, Steve Bielenda; Interim Town Attorney, Tom Tyler (left at 8:30pm and was replaced by Assistant Town Attorney Mark Cerrato); Director of Economic and Community Development, Aaron Marcavitch; Collector of Revenue, Della Froment; Director of Finance, John Wilcox; and Town Clerk, Sheila Bailey.

4. **FIRE EVACUATION ANNOUNCEMENT**

   Announced.

5. **MINUTES OF PRECEDING MEETINGS**

   - Special Meeting - September 15, 2025

   MOTION #7310 by: Marie Pyznar seconded: Lori Unghire to accept the minutes. Upon a **SHOW OF HANDS** vote, the Chair declared **MOTION #7310** adopted. Yes: Robert Cressotti, Bob Hendrickson, Michael Ludwick, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, Jeff Rousseau, John Santanella, Lori Unghire No: None Abstain: Gina Cekala.

   - Regular Meeting - September 15, 2025

   MOTION #7311 by: Marie Pyznar, seconded: Lori Unghire. Upon a **SHOW OF HANDS** vote, the Chair declared **MOTION #7311** adopted. Yes: Robert Cressotti, Bob Hendrickson, Michael Ludwick, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, Jeff Rousseau, John Santanella, Lori Unghire No: None Abstain: Gina Cekala.

6. **SPECIAL GUESTS**

   None.

7. PUBLIC COMMUNICATION AND PETITIONS

Marjorie Gandossy, 31 Frew Terrace

Ms. Gandossy was happy that the Enfield Patch reported on October 1st that Enfield Police were doing traffic enforcement but disappointed they did not issue tickets. Ms. Gandossy was not sure why the Council did not fund the Warming Center and asked if there was an alternative plan. She questioned the need for more apartments, and what the current vacancy rate was. She was curious about what the criteria was for approving or denying an apartment complex. She recommended a traffic study to address the traffic on Hazard Avenue and Elm Street.

Paul Gongola, 4 Holly Lane

Mr. Gongola stated that there is large milling equipment parked out in front of his house and said he was told that they would be milling the road and paving it within the next two weeks. He asked for clarification on whether it was for Ridge Road or Holly Lane as Holly Lane was budgeted for a full reclamation of their road and not just patching.

Mary Ann Turner, 7 Meadow Lane

Ms. Turner frequents the Puerto Rican restaurant on Pearl Street and noticed that customers of Caronna's Market cross the street to get to the parking lot, but it lacks a crosswalk. She wanted to alert residents about what was going on across from St. Patrick's Cemetery on King Street. The land has been completely cleared, and no formal application has been submitted to Planning. She believed that it might become a truck rest stop, and if the town waited for a developer applicaton it would be too late. The Planning and Zoning Committee has the power to create new regulations before an application is submitted. She said it's important the commission understands the needs, wants and visions for Enfield.

Angela Foss, 16 Crescent Beach Drive

Ms. Foss asked that her comments be appended to the minutes. Ms. Foss stated that the health of Parkman Elementary students and teachers is at risk due to the condition of the roof. Ms. Foss said that the roof had been leaking for a number of years, and pictures were shown at the March 1, 2021, Roof Referendum Special meeting, during which the previous Deputy of Public Works Director explained that the schools roofs had been surveyed, and Parkman was listed as the first one to be repaired. She questioned the delay of the project and whether it was a cover-up or a concealment and said that drop ceiling tiles are replaced every day. She provided photos and a letter from the Physical Education teacher about the impact on her classes. She said that back on November 2, 2021, the Roof Referendum was passed and residents expected it to be completed. She questioned what projects could have been eliminated this past summer to allow for the completion of the roof, stating that only fun projects like pickleball courts, band stands, extra parking spaces, and the removal of The Strand and Lamagna Center get completed.

George Young, 8 Holly Lane

Mr. Young said that October is the month that residents dread, because the tax man assesses properties and vehicles. He said that not registering vehicles in the town or state in which one resides is the number one form of tax evasion in Connecticut. There is almost no enforcement of these laws in Connecticut. He asked what could be done to help remedy the situation, since CT law states that vehicles "garaged" in a municipality are subject to being taxed regardless of where they are registered. He suggested the town may hire a firm to investigate, which keeps 40% of the money realized. Mr. Young suggested it would be beneficial to provide new homeowners with literature stating they need to register their vehicles in Enfield within 90 days of buying their new home. He asked when to expect the FY2024 town audited comprehensive financial report.

Megan Kelly, 4 Trevor Drive

Ms. Kelly appreciated seeing new initiatives being taken, such as the mall project, school modernization, and the Annex. She was concerned about the town not budgeting for maintenance and repairs to town buildings, schools, playgrounds and fields. She said that Henry Barnard school currently has a sinkhole in the corner of the basketball court that has been there for roughly five years, blocked by only a sawhorse. The swings at the library have been missing since July, and the upkeep at local parks, schools, and town equipment has been lacking. She questioned how she could feel optimistic about building something new if they fail to maintain what already exists.

Ms. Kelly believed the town should incentivize developers to utilize and update vacant buildings to preserve undeveloped land in Enfield and possibly expand some into parks and public spaces. She said it was important that they determine their vision for Enfield and wished for amenities such as co-ops, zero-waste refill stores, and artist galleries.

Patricia Wright, 66 Oakwood Street

Ms. Wright thanked the Council for allotting the dugout money, stating she wished it had happened last year. Ms. Wright was disappointed about the funding eliminated for the Warming Center and believed the money should have been appropriated like it has in the past. She questioned if trash privatization was off the table since the Council was purchasing two new "used" trash trucks. She recently learned that the sports at the high school are being played at other fields like Fermi, Powder Hollow and Mark Twain, and not exclusively at the high school. She said that it's important they maintain the sports fields they have. She asked what the Council and Board of Education planned to do to work together to support each other after so many teachers left the district over the summer. She urged Enfield residents to come out and vote starting October 20th until November 4th. She said it was important that the Council worked together and not just in support of their political parties.

Robert Sumsion, 27 Belle Avenue
Mr. Sumsion frequents Brainard Park and said they are experiencing a Japanese Knotweed infestation. It can be extremely damaging if it continues to spread to homes and yards. He has reached out to several departments, but there has been no resolution, and he would like it addressed.

Peter Jonaitis, 3 Farmstead Circle
Mr. Jonaitis said that roughly 70% of the guests of the Warming Center had a previous address or registered automobile in Enfield. On any given night, there can be two to seven employees helping overnight. He said that there are enough buildings in town that could be modified and used for shelters. He questioned how much Enfield People to People was donating to the Warming Center. To his knowledge, many local stores donate large amounts of food to the Food Shelf, and he didn't believe that taxpayers should expect their tax money to be used as donations towards this organization.

Mr. Jonaitis suggested the town should consider putting field hockey and soccer fields behind Enfield Street School and baseball fields at Enfield High School. He believed that the pickleball fad would disappear, like platform tennis, raquetball, and cage ball, and that the current courts should be repaved at Mark Twain and Fermi rather than building new courts. He said that for all the good the Council does for Enfield, only 25% of voters come out to vote. He also explained that the teachers who quit over the summer were on the first few salary tiers and that increasing the salary schedule was necessary so they would not continue to lose teachers.

Angela Foss, 16 Crescent Beach Drive
Ms. Foss said residents expect referendum projects to be completed when they vote to approve them. She had heard for years that the roof would get completed, and every year it does not get done. She said that in Connecticut, if a municipality fails to move forward with an approved referendum project, it is a violation of public trust. She requested a project update from Silver Petrucelli & Associates.

8. COUNCILOR COMMUNICATIONS AND PETITIONS

Councilor Ludwick said the water company did not do a good job patching the road on Holly Lane. Mr. Ludwick wanted clarification on the milling of the road and stated that it would not be a bad idea to start early, since the conditions were so poor. Mayor Nelson responded that if they were to start the project early, they would need to alert the residents before starting.

Mr. Nelson explained that he had been speaking with the Deacon at St. Patrick's Church, who is also the treasurer of the Warming Center. He suggested the Council create a list of standard questions to bring before all the non-profits for when they begin their meetings at the end of October or beginning of November. The Warming Center would be the first of the non-profits to come before the Council. Enfield offers four warming locations: Social Services, both libraries, and the Police Department. He asked when the DPW would start to evaluate the roads for Roads 2026, because he would like to add Wagon, Sidor, and Conlin to be considered for repair. He has requested a crosswalk added over by Caronna's for the last two years, since one used to exist before they repaved the street. He asked for an update on the roofs from DPW, since the Council voted to allot the funds regardless of whether the state reimburses the project or not. He said that the town spent $300,000 at the library and wanted to know where the swings were as well. He agreed with residents that it is hard to move forward with new projects when they are not maintaining current property and facilities.

Mr. Nelson explained that previous administrations have tried to repair the pickleball courts at Mark Twain, and it did not work. There is also inadequate parking. The tennis courts at the Annex are in poor condition and are locked. By moving the pickleball courts to the Annex, it will provide ample parking, lighting, and proper fencing, as well as solve other problems. Removal of equipment and fencing will create more parking for Mark Twain residents.

He explained that although they lost staff over the summer, there were thirty-plus teachers hired back because the BOE's budget was back on track. He would also like to see the Japanese Knotweed infestation at Brainerd Park taken care of as well as repairs to the playground.

Councilor Hendrickson questioned whether residents looking for fuel assistance need to contact Social Services or Hartford. It was determined that the town would help facilitate the process, but the program experienced cutbacks and has changed how residents can apply for assistance. Residents are still encouraged to apply through Social Services. The guard rail at the Brainard Road and George Washington Road intersection is a hindrance for people trying to drive through the four-way stop. He appreciated Chief Fox's focus on traffic control and believed they did ticket people. He asked for an update on the BOE audit and also asked for the town's FY2024 audit results.

Councilor Cressotti told residents that on October 22nd, the Pre-K Referendum committee will meet at the JFK auditorium where they will discuss the conditions of the existing elementary schools. Community conversations regarding the school modernization project are scheduled. He stated that there were 127 motor vehicle stops resulting in traffic violations during the last enforcement period. They made it clear on their social media pages that violations would be enforced and ticketed.

Mr. Cressotti congratulated the Athletic Hall of Fame inductees and said it was a great evening. The Enfield High 1968-1969 boys' basketball team was also honored, as well as the 1982 field hockey team. Allied held their 17th annual walk which raised money to benefit their sports and recreation programs. He asked if the local options for the Veteran's exemption could be reviewed. Mayor Nelson responded that it will be brought to the next General Government and Finance subcommittee meeting. The Assessor can explain their understanding of the law, and the veteran in question can attend as a special guest.

Councilor Santanella said that he has worked hard over the last four years to address the out-of-state car registration problem in Enfield. Mr. Santanella stated that people living in Enfield need to register their vehicles in CT and pay taxes to the town. Other border towns have these same types of issues. They have been in touch with the same company that Danbury used. It was true the company was paid 40% for the first year, but every year going forward the cars were on the tax rolls. He did not see any benefit of waiting to act, and they should start posting to the Town Managers page to make residents cognizant of what they should expect.

Mr. Santanella clarified that there had been no Public Hearing set for the mall discussions. During the Planning and Zoning meeting the week before, there was a perception that the housing portion of the proposition changed from 400 to 700 units. At that meeting, the design layout changed. He wanted residents to understand that because the shape of the space changed, it did not mean that they were going to pack the space with housing units. Town Manager Coppler stated that Economic and Community Development Director Aaron Marcavitch is working on a packet that will be presented to the Council to answer councilor's questions. Mr. Coppler stated that the developer had created designs to give themselves flexibility for the placement and shape of the buildings. The reason is to lessen the need to keep going back to the committee for approval for every minor change. After discussions with the developer, it was their understanding that they would commit to the original number of units and not expand to a larger number. Mr. Santanella wanted to ensure that people would not come to their own conclusions about developer design and intent. It is important to speak on truth and facts and not speculation. He questioned what was being done with the lot on King Street since logging had begun. There was no indication that a truck stop or anything else is going in. Mr. Coppler said that there are no current plans for the property, but they could possibly be clearing it to make the lot more marketable in the future.

Mayor Nelson agreed with Councilor Santanella and thanked Mr. Coppler for opening the dialogue with the developer. Mr. Nelson said that his concern, along with many other residents, is that the developer is saying they have no plans to change their proposed plan, but that it could change in the future. He said it was important to trust the process, the boards, and the developer. Mr. Nelson said that he was able to tour the lot on King Street and was told the reason they were clearing it was to make it more marketable. Interim Town Attorney Tyler said that it's always a good thing when a landowner wants to improve their property. If people are concerned about a property's potential use, they should review the zoning regulations. Anything outside what is permissible would need to be presented to the Planning and Zoning Committee for review and discussion.

Deputy Mayor Pyznar participated in the Allied walk and encouraged residents to take part. Ms. Pyznar and Mr. Nelson had the opportunity to attend the Tri-M Music National Honors Society and witnessed some very talented Enfield musicians. ERfC will host their annual Farm to Table dinner on October 11th at the Fairfield Inn, and tickets are still available on their website. The Pearl Street Library will receive their historical recognition on October 7th. She agreed with Ms. Gandossy concerning traffic on Hazard Avenue and Elm Street but said they are state roads. She congratulated the young officers who were recently promoted, many who had local roots in Enfield.

9. TOWN MANAGER REPORT AND COMMUNICATIONS

Town Manager Coppler said that as of today, they received the FY24 financial statement which will be posted on the website tomorrow morning. They are currently working on the required single-year audits which will be completed shortly. He was promised a draft of the school audit by the end of September, which he has not received yet. He will follow up with the company for an update.

Mr. Coppler announced that tomorrow they will release the RFP for the Enfield Annex. Proposals will be due by January 7th which will give interested parties three months to submit plans. He spoke with DPW Director Donald Nunes and was told that the work on Holly Lane was not part of the Roads Project, but possibly utility work. Mr. Nunes will investigate. Mr. Coppler also said they were finishing the evaluations for Roads 2026, and the results would be forthcoming. He was hopeful of having it ready in November and to have discussions in December.

Councilor Ludwick stated that the Council voted to approve the BOE audit in 2024. He stated that the length of time it has taken is unacceptable and asked whether the contract contained performance measures. Mr. Coppler said upon his return he reached out to the audit company to determine the hold up. He agreed that it had taken too long for the report but wasn't confident that the delay fell completely on the firm's shoulders. Mayor Nelson explained that part of the delay was because the town didn't get the information they needed to the firm in time.

10. TOWN ATTORNEY REPORT

Interim Town Attorney Tom Tyler reported that they filed a complaint with the Town of East Longmeadow about the process, filing, and timing concerning the Deer Park Recycling Center. The Town of East Longmeadow failed to file a notice or publish anything within seven days of their decision of approval. He claimed that it was a fatal defect which would make their decision null and void. Within three days of receiving our complaint, they served a notice of their decision with Attorney Tyler and Library Director Jason Neely. Mr. Tyler is unsure why Mr. Neely received the decision instead of Town Clerk Sheila Bailey. They generated a publication, which gave us thirty days to refine the initial complaint and list additional grievances and concerns. The amended complaint has been provided to the Council, and the case has been filed in Boston, including the appeal with the Board of Health in East Longmeadow. He will alert leadership if smaller developments become available.

11. REPORT OF SPECIAL COMMITTEES OF THE COUNCIL

Councilor Rousseau stated that he, along with Councilors Nasuta, Cressotti, and Cekala, are on the PK-5 Pre-Referendum Committee as liaisons and announced that on October 22nd they would host a Community Conversation. Mr. Rousseau encouraged residents to attend and discuss current conditions at the schools. They have toured the schools and are prepared to present their findings. More information may be found at www.enfieldschools.org, including a timeline and schedule of work, information about state reimbursements, and whether to build new facilities or fix them to new. He encouraged all interested parties to attend. He said that Tecton has been great to work with and are experienced professionals. Other Community Conversations are slated to be held in December and February.

Councilor Nasuta announced that the Joint Facilities subcommittee will meet on Thursday, October 9th, when they will provide an update on the school roofs. He will bring the report to the Council. Councilor Ludwick asked if an update could be provided to Ms. Foss directly.

Councilor Pyznar stated that the Veterans Council and America250 have been working together to coordinate a veterans' celebration on January 16th in Council Chambers to celebrate Enfield's 1200 veterans. Invitations will be mailed soon. Each veteran will receive a commemorative coin, citation, and service recognition.

Councilor Hendrickson said that the next General Government and Finance subcommittee meeting is October 24th at 8:45am in the Scitico Room.

Mayor Nelson clarified that after the vote was approved to purchase two new trash trucks, they never formally announced that the town would not pursue the privatization of trash pickup. Some changes took place last year which worked out well and helped eliminate the need to privatize pickup.

12. UNFINISHED BUSINESS

None

13. NEW BUSINESS

A. **Consent Agenda - None**

B. **Appointment(s)–Town Council Appointed - None**

C. **Resolution to Abate Motor Vehicle Taxes - 7 Mathewson Avenue**

RESOLUTION #7312 by: Michael Ludwick, seconded: Marie Pyznar.

RESOLVED, that the Enfield Town Council, as authorized to do so under the Connecticut General Statutes 12-124, does hereby abate any tax and interest due on motor vehicles owned by Rachel M. Turner for the Grand List of October 1, 2024.

Councilor Ludwick stated that the subcommittee had requested additional information regarding the status of the resident's property taxes prior to approving this abatement and has yet to receive the information.

MOTION by: Michael Ludwick, seconded: Bob Hendrickson to table this item until after the next General Government and Finance Subcommittee meeting. Upon a **SHOW OF HANDS** vote, the Chair declared the **MOTION** adopted and the item was tabled. Yes: Gina Cekala, Robert Cressotti, Bob Hendrickson, Michael Ludwick, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, Jeff Rousseau, John Santanella, Lori Unghire No: None Abstain: None.

D. **Resolution Authorizing Pullman & Comley to Perform Tax Sale on Behalf of the Town**

RESOLUTION #7313 by: Michael Ludwick, seconded: Bob Hendrickson.

BE IT RESOLVED, The Enfield Town Council authorizes the Town Manager, Matthew W. Coppler, to enter into an Engagement Agreement with Attorney Cohen to represent the Town in a Tax Sale to collect on specific delinquent real estate accounts.

Finance Director John Wilcox and Revenue Collector Della Froment clarified that they did not go out to bid as the costs are paid from the proceeds of the tax sales. If they require additional services, then the town would need to provide funding. Mayor Nelson questioned whether the company would negotiate the percentage they receive from the tax sales and Ms. Froment explained that the fee is set at 15% by state statute.

Upon a **ROLL CALL** vote, the Chair declared **RESOLUTION #7313** adopted. Yes: Gina Cekala, Robert Cressotti, Bob Hendrickson, Michael Ludwick, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, Jeff Rousseau, John Santanella, Lori Unghire No: None Abstain: None.

E. **Resolution Authorizing the Town Manager to Enter Into a Credit Enhancement Agreement for 92 Main Street With Salas Brothers LLC**

RESOLUTION #7314 by: John Santanella, seconded: Bob Hendrickson.

BE IT RESOLVED, the Enfield Town Council authorizes the Town Manager, Matthew W. Coppler, to enter into a Credit Enhancement Agreement with Salas Brothers LLC starting in 2026 for a period not to exceed 10 years with a total amount not to exceed $83,428, pending final review by the Town Attorney.

Director of Community and Economic Development Aaron Marcavitch explained that the building permit is set to expire July 24, 2026, which means the work would need to commence by that date. Mayor Nelson strongly recommended setting parameters for the project. He believed a timeframe of twenty-four to thirty-six months for completion was more than generous. Mr. Ludwick agreed with Mr. Nelson that the work should be completed by a specific date. Mr. Marcavitch stated that the guidelines for the CEA came from previous TIF agreements, and he was using the standard format. He referred to the Town Attorney for an opinion on whether additional timelines could be added.

AMENDMENT #1 by: Michael Ludwick, seconded: Bob Hendrickson to amend the agreement to add the condition that "*the developer has up to thirty-six (36) months from the date of the signed agreement to complete the project*." Upon a **SHOW OF HANDS** vote, the Chair declared **AMENDMENT #1** adopted. Yes: Gina Cekala, Robert Cressotti, Bob Hendrickson, Michael Ludwick, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, Jeff Rousseau, John Santanella, Lori Unghire No: None Abstain: None.

Upon a **ROLL CALL** vote, the Chair declared **RESOLUTION #7314** adopted ***AS AMENDED***. Yes: Gina Cekala, Robert Cressotti, Bob Hendrickson, Michael Ludwick, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, Jeff Rousseau, John Santanella, Lori Unghire No: None Abstain: None. **A copy of the agreement is appended to these minutes.**

F. **Resolution to Authorize Non-Union Wage Increases for Full and Part-time Eligible Employees**

RESOLUTION #7315 by: Marie Pyznar, seconded: John Santanella.

BE IT RESOLVED that the Enfield Town Council does hereby *approve* in accordance with the wishes of the Town Council and in adherence to the policy and procedure established by the Town Manager that:

Section 1: The aggregate sum of $155,516.64 in COLA wage increases is authorized for all qualified non-union full-time employees of the Town of Enfield.

Section 2: The aggregate sum of approximately $36,699.67 in COLA wage increases is authorized for all qualified non-union regular part-time employees of the Town of Enfield.

Section 3: The application of the increases referenced above shall be applied retroactively to the date of July 1, 2025.

Assistant Town Manager Bielenda explained that the reason they used the word "approximately" was because not every part-time employee works 19.5 hours across the board, so it is an estimate. The wage increases for non-union employees affect 163 full-time and part-time workers. The COLA increases are not based on performance and strictly reflect a cost of living increase. The philosophy of performance reviews is to address employees and situations when the need arises and not wait a year. Many department directors follow suit. In the past, there have been situations where merit-based increases as well as cost-of-living increases have been given but this has not occurred in many years. Councilor Ludwick said that going forward they should make raises based on performance and not a blanket increase across the board, because not everyone deserves an increase if they are not performing at a higher level. Mr. Bielenda said they were moving away from merit-based and focusing on COLA increases like the unions, so as not to encourage non-union employees to leave for union positions for the benefits they may receive. They want to keep the benefits as parallel as possible.

Upon a **ROLL CALL** vote, the Chair declared **RESOLUTION #7315** adopted. Yes: Gina Cekala, Robert Cressotti, Bob Hendrickson, Michael Ludwick, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, Jeff Rousseau, John Santanella, Lori Unghire No: None Abstain: None.

G. **Resolution to Waive Bidding for a Town Clerk Land Records Re-Indexing Project - $160,000**

RESOLUTION #7316 by: Michael Ludwick, seconded: Marie Pyznar.

WHEREAS, the Town Clerk's office is initiating a two-year land records re-indexing project spanning the years of January 1, 1950, through December 31, 1968, and

WHEREAS, the land records indexing software, NewVision, is proprietary to Catalis Company, which holds exclusive rights of access to this software,

THEREFORE, BE IT RESOLVED, that the Town Council does hereby find, based upon the foregoing compelling public interest, and in accordance with Chapter V, Section 8(d) of the Enfield Town Charter, that it is against the best interest of the Town to solicit competitive bidding for the Town Clerk land records re-indexing project.

Councilor Ludwick said it is important to maintain records and finds the re-indexing and digitizing of land records to be a cool project. He suggested Town Clerk Sheila Bailey provide a presentation for the public so they can get a full understanding of the history the Clerk's office is trying to preserve. Ms. Bailey said it is much more efficient for title searchers, attorneys, and real estate agents to perform research with electronic indices as opposed to handwritten ones.

Upon a **ROLL CALL** vote, the Chair declared **RESOLUTION #7316** adopted. Yes: Gina Cekala, Robert Cressotti, Bob Hendrickson, Michael Ludwick, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, Jeff Rousseau, John Santanella, Lori Unghire No: None Abstain: None.

H. **Resolution Authorizing the Town Manager to Sign a Tax Assessment Agreement for 5 Taylor Road With Our Town Homebuyers, LLC**

RESOLUTION #7317 by: Michael Ludwick, seconded: Bob Hendrickson.

BE IT RESOLVED, the Enfield Town Council authorizes Town Manager Matthew Coppler to sign a Tax Assessment agreement with Our Town Homebuyers, LLC for a period of 4 years commencing on July 1, 2025 and ending June 30, 2029 setting the assessed valuation at $418,000, pending Town Attorney approval.

AMENDMENT #1 by: Michael Ludwick, seconded: Bob Hendrickson to amend the resolution to read "...*commencing on July 1, 2026 and ending June 30, 2030*..." to reflect the correct dates. Upon a **SHOW OF HANDS** vote, the Chair declared **AMENDMENT #1** adopted. Yes: Gina Cekala, Robert Cressotti, Bob Hendrickson, Michael Ludwick, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, Jeff Rousseau, John Santanella, Lori Unghire No: None Abstain: None.

Upon a **ROLL CALL** vote, the Chair declared **MOTION #7317** adopted ***AS AMENDED***. Yes: Gina Cekala, Robert Cressotti, Bob Hendrickson, Michael Ludwick, Jim Nasuta, Ken Nelson Jr., Marie Pyznar, Jeff Rousseau, 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.

Megan Kelly, 4 Trevor Drive

Ms. Kelly said there are additional patches of Japanese Knotweed at Henry Barnard School and the island by Middle Road Library. There are ways to remove it, but studies have found that planting native elderberry helps smother Knotweed cuttings. She offered "Connecticut Invasive Plant Group" and "Nix the Knotweed" as resources. She explained that reaching residents on different platforms is not always effective and suggested the town mail out a survey asking residents for their best methods for contact regarding concerts, events, property development and other town notifications. She suggested a new resident welcome packet.

George Young, 8 Holly Lane

Mr. Young stated that there is a green light near Panera that is not lighting up and needs to be fixed. He also said that the islands on Palomba Drive and Freshwater Boulevard are overgrown and need to be addressed.

Patricia Wright, 66 Oakwood Street

Ms. Wright was not aware that the town was considering selling the Annex and wanted to make sure they would maintain control of the land. She did not care who took advantage of the Warming Center, as long as they needed its services. She was hesitant to close any of the centers. She believed it was important that the town and BOE have a cohesive plan moving forward to ensure that staff doesn't continue to leave.

17. COUNCILOR COMMUNICATIONS

Councilor Hendrickson believed that the town sent welcome packets to new residents in the past but had discontinued the practice years ago. Mayor Nelson thought they were a good idea, and suggested the packets be reinstated.

18. ADJOURNMENT

MOTION by: John Santanella, 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 9:15 pm.

Respectfully submitted,

Sheila M. Bailey, Town Clerk	Lindsay Petrucci, Assistant Town Clerk
Clerk of the Council	Secretary of the Council

Angela Foss
16 Crescent Beach Drive

Good evening, Town Council members,

First, I request that the packet that I am handing out be put into the meeting minutes for this evening to be a reference for the residents of the town. I submitted much of this packet when I spoke on February 5, 2024. Upon referring back to the minutes of that meeting, it appears that my packet was left out.

The health of the Parkman students & teachers is at risk

I was here 20 months ago to tell you about the problems with the Parkman roof.
Today, I will use stronger words to describe what is happening.

Quite honestly, I'm shocked and saddened that I am here once again to speak about the Parkman roof.
Today, I am here to tell the people of Enfield about the huge cover up regarding the Parkman roof. It's been going on for years.
The roof has been leaking. This should not be a surprise to you, members of the Town Council, as you have seen the pictures of the poor condition of the roof in the Roof Referendum Special meeting on March 1, 2021. This was more than 4 ½ years ago.
Those present at that meeting were Councilors Cekala, Cressotti, Ludwick, Mangini, and Unghire.
The presenters were Director of Public works, Donald Nunes and Deputy Director of works, Jeffrey Leonowicz.
This began with Mr. Leonowicz stated that all of the roofs had been surveyed.

Parkman was listed as the first roof to be completed.
Then the roof plan was presented.
It sounded like a great plan except it NEVER happened.

Now, those of you who are at home listening and those in the audience. Would you consider this a cover-up or a concealment?
This is what happens. As the roof continues to leak, the following day the drop-ceiling tiles are removed and replaced to hide the leak.
What happens when a school roof leaks? There is a huge space between the roof and the drop-ceiling tiles. What do you think may collect in the darkness? Any ideas?
Doesn't this sound like a cover-up which is a planned effort to conceal a wrongful act or situation.
Or is this concealment: to keep from sight, hide.
So this is either a cover up or concealment.

Members of the Town Council, I have told you all this, I have presented you with photo proof, a letter from the Physical Education teacher about the leaks impacting her classes, and yet the Parkman roof on the Town Public Works site still stands at 0%. NOTHING has been done. Not even the design work!
Those on the town side responsible for this should all be fired.
You are the leadership of this town. The buck stops here.
Why are you allowing this?
Listen, my dad was a proud army vet. He taught me that my word was my bond. That leadership means doing what's right no matter the circumstances or the challenges. Do you actually consider yourselves leaders? If so, then step up!

The roof Referendum passed by the residents of this town on November 2, 2021. Residents expected that you would follow through with this. If it was as important as it sounded and a Referendum was required, then why is it not happening?

I know…let's wait for all of the roofs to age out was one thought. Well, that happened last year. Still no roof.

Well, let's put the roof on hold while we wait for the school modernization plan which still would use Parkman. That made no sense. So, what is the real reason for the hold up?

The last time was on February 5, 2024. This is 20 months ago.

I presented photos of the roof tiles with water stains showing the constant leaking. I explained that the tiles are replaced after every rain to hide the truth.

You told me to be patient. The roof will be done.

Well, you lied!

Why am I here fighting for what MUST be done?

You put forth a Referendum, it passes, you do it.

It's as simple as that.

YOU are the leadership of our town.

How is this allowed when the referendum was passed almost 5 years ago?

Well, if you ask me, roofs are not exciting.

But what does sound like fun? Pickle-ball courts, band stands, extra parking for band stands, spending millions of dollars to take down the Strand Theatre and the Angelo Lamagna center removing the one swimming pool for the residents of Thompsonville, purchasing the building next to the town hall for the assessor, and so on.

What items could have been eliminated this summer to get the roof done this past summer or the summer before.
Why have I heard that this roof will again be pushed out to the next summer?
Mayor Nelson had stated that this project can be done any time.

I request an official update of the project directly from Silver Petrucelli.

I did a little research and found that in Connecticut, a municipality's failure to move forward with a project that voters approved in a referendum is a violation of public trust.
A municipal body that ignores the clear will of voters could be found to have abused its discretion or acted in bad faith. A successful referendum creates a public expectation and authorization for the project to proceed.

The health of the students & teachers is at risk here

**CREDIT ENHANCEMENT AGREEMENT
BETWEEN THE
TOWN OF ENFIELD
AND
SALAS BROTHERS, LLC**

This **CREDIT ENHANCEMENT AGREEMENT** (this "**Agreement**") dated as of ________ ___, 2025 (the **"Effective Date"**) between the **TOWN OF ENFIELD, CONNECTICUT** (the "**Town**"), a municipal body corporate and politic and a political subdivision of the State of Connecticut, and **SALAS BROTHERS, LLC**, a Connecticut limited liability company (the "**Developer**").

WITNESSETH:

Whereas, the Town established the Midtown Enfield Tax Increment Financing District (the "**District**") in accordance with Chapter 105b of the Connecticut General Statutes by an affirmative vote of its Town Council at a meeting held on June 3, 2019 (the "**Vote**") and pursuant to the same Vote the Town adopted the Midtown Enfield Tax Increment Financing District Master Plan (the "**District Plan**"); and

Whereas, the District Plan contemplates the execution and delivery of this Agreement by the Town and the Developer in connection with the Developer's payment of certain public improvement costs in connection with the Project (as defined herein); and

Whereas, the Project is consistent with the Town's Plan of Conservation and Development, other federal, state and local rules, and the Town's economic and community development vison for the real property within the District; and

Whereas, the execution and delivery of this Agreement by the Town has been authorized and approved by the Town Council at its meeting on October 6, 2025.

Now therefore, in consideration of the foregoing and in consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

ARTICLE I: DEFINITIONS

Section 1.1. Definitions.

The terms defined in this Article 1 shall, for all purposes of this Agreement, have the meanings herein specified, unless the context clearly requires otherwise:

"Act" means Chapter 105b of the Connecticut General Statutes and regulations adopted thereunder, both as amended from time to time.

"Agreement" means this Credit Enhancement Agreement between the Town and the Developer dated as of the date set forth above.

"Captured Assessed Value" means fifty percent (50%) of Increased Assessed Value.

"CEA Reimbursement Amount" means the amount equal to Eighty-Three Thousand, Four Hundred and Twenty Eight and 00/100 Dollars ($83,428).

"Current Assessed Value" shall mean the assessed value of the real property of the Project, as certified by the Town assessor as of October 1 of each year of the term of this Agreement.

"Developer" means the Salas Brothers, LLC and their successors and assigns.

"District" means the Midtown Enfield Tax Increment Financing District more particularly described in the District Plan.

"District Plan" means the Midtown Enfield Tax Increment Financing Master Plan, which was adopted by the Town Council on June 3, 2019, with amendments adopted by Town Council on April 19, 2021.

"Effective Date" means the date of this Agreement as set forth in the first paragraph of the Agreement.

"Financial Plan" means a financial plan described in the "Financial Plan" section of the District Plan.

"Increased Assessed Value" means the valuation amount by which the Current Assessed Value of the Project exceeds the Original Assessed Value of the Property, as defined below.

"Mill Rate" means the tax rate adopted by the Enfield Town Council for the fiscal years covered by the Agreement.

"Original Assessed Value" means the assessed value of the Property as specified in the Midtown Enfield Tax Increment Financing Master Plan as amended. The assessed value of the Property is Sixty-Eight Thousand, Nine Hundred and 00/100 Dollars ($68,900).

"Project," generally known as "92 Main Street", means the development of the parcel and structure located at 92 Main Street (Map 24, Lot 47), located in Enfield, Connecticut, which real property is shown on Exhibit A attached hereto, into four studio apartments and one or two retail spaces.

"Project Costs" means the actual, verified total improvement costs relating to the Project as estimated on Exhibit B attached hereto that are paid by the Developer and are eligible to be reimbursed by the Town through Tax Increment Revenues as permitted by the District Plan and Town TIF Policy. The maximum amount of Project Costs to be reimbursed by the Town through Tax Increment Revenues shall not exceed the CEA Reimbursement Amount. The recitation of the above-described Project Costs in Exhibit B shall not be construed as a representation, warranty, or covenant that the Developer's costs relating to the Project will include each type of cost, service, or work and exact amount described herein and in Exhibit B, but rather is meant to describe the elements that may be incurred in Developer's development of the Project for which Developer will receive payment from the 92 Main Street Project Cost Subaccount. The Developer may receive payment from the 92 Main Street Project Cost Subaccount for Project Costs in excess of any line item set forth in Exhibit B so long as the total reimbursement for all Project Costs to the Developer does not exceed the CEA Reimbursement Amount.

"Project Cost Account" means the fund established by the Town into which funds from the District Plan are deposited before being deposited into the 92 Main Street Project Cost Subaccount.

"Project Cost Repayment Start Date" means July 1 after the issuance of a Certificate of Occupancy following the Developer's written notice to the Town to commence Credit Enhancement Payments (as defined herein).

"Project Share" means the annual Tax Increment Revenues derived from the Captured Assessed Value of the Project, up to, but not exceeding, the CEA Reimbursement Amount.

"Property" means the approximately parcel and all improvements thereon located at 92 Main Street (Map 24, Lot 47), located in Enfield, Connecticut, which real property is shown on Exhibit A attached hereto.

"Property Taxes" means any and all ad valorem real property taxes assessed against the Property and the Project by the Town or on its behalf. Property Taxes, as defined herein, do not include fire district taxes.

"Repayment Term" means the term commencing on the Project Cost Repayment Start Date and continuing for a period equal to ten (10) full Tax Years.

"92 Main Street Project Cost Subaccount" means the subaccount created within the Project Cost Account to collect and disburse TIF Revenues generated by the Project, according to the terms of this Agreement.

"State" means the State of Connecticut.

"Tax Increment Revenues" means the portion of all real property taxes assessed in any Tax Year by the Town, in excess of any state tax, special district tax, or fire district tax, upon the Captured Assessed Value of the Project.

"Tax Payment Date" means the date(s), as determined by the Town from time to time, on which property taxes assessed by the Town are due and payable without interest from owners of real property located within the Town.

"Tax Year" means the twelve-month period beginning July 1 and ending June 30 or any other tax year hereafter adopted by the Town.

"Town" means the Town of Enfield, Connecticut.

"Town Cost Subaccount" means one or more funds established by the Town into which funds from the Project Cost Account are deposited and pledged to and charged with payment costs of the Town's various project costs.

Section 1.2. Interpretation and Construction.

In this Agreement unless the context otherwise requires:

The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Agreement, refer to this Agreement, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of this Agreement.

Words importing a particular gender mean and include correlative words of every other gender and words importing a singular number mean and include the plural number and vice versa.

Any reference to "person" or "persons" means and includes firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public or governmental bodies, as well as any natural persons.

Any headings preceding the texts of the several Articles and Sections of this Agreement, and any table of contents or marginal notes appended to the copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

All notices to be given hereunder shall be given in writing and, unless a certain number of days is specified, within a reasonable time in the manner prescribed herein.

If any clause, provision or Section of this Agreement shall be ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision or Section shall not affect any of the remaining provisions hereof except as expressly provided in Section 3.5.

Any term used herein and in the Act and not defined herein shall have the meaning ascribed to such term in the Act.

ARTICLE II: 92 MAIN STREET PROJECT COST SUBACCOUNT AND FUNDING REQUIREMENTS

Section 2.1. Creation of the Project Cost Subaccount.

Within thirty (30) days after the Effective Date, the Town shall create and establish a segregated account in the name of the Town for the benefit of the Developer referred to in this Agreement as the "92 Main Street Project Cost Subaccount".

Section 2.2. Liens.

Except as provided in this Agreement, the Town shall not create any lien or encumbrance on, or create or transfer any other interest of any nature whatsoever in, nor shall it hypothecate, the 92 Main Street Project Cost Subaccount or any funds therein or revenues resulting from investment of funds therein, other than any such lien, encumbrance, or other interest in favor of the Developer hereunder; provided, however, nothing herein shall prohibit creation and perfection of real and personal property tax liens on the Developer's property in accordance with, and entitled to the priority provided under, State law.

Section 2.3. Deposits into the Project Cost Subaccount.

Starting with the Project Cost Repayment Start Date and continuing for the Repayment Term, there shall be deposited into the 92 Main Street Project Cost Subaccount contemporaneously with the Town's receipt of each semi-annual payment of Property Taxes relating to the Project an amount equal to the Project Share (as defined above) of the Tax Increment Revenues from the Project for the semi-annual period to which the payment relates; provided, however that such deposits to the 92 Main Street Project Cost Subaccount shall be paid solely from such Property Tax payments related to the Project. The Town shall retain any and all revenue resulting from investment of moneys on deposit in the 92 Main Street Project Cost Subaccount. Any revenue from investments accruing in the 92 Main Street Project Cost Subaccount shall be transferred annually to the Town Costs Subaccount.

Section 2.4. Use of Monies in the Shops at Project Cost Subaccount.

Monies deposited in the Project Cost Subaccount, exclusive of any investment earnings thereon, shall be used to reimburse the Project Costs paid by the Developer and shall be applied exclusively to fund the Town's payment obligation described in Article III hereof.

Section 2.5. Monies Held for Benefit of Developer.

All monies actually paid into the Project Cost Subaccount under the provisions hereof and the provisions of the District Plan, exclusive of any investment earnings thereon, shall be held by the Town for the benefit of the Developer and the Town as their interest may appear.

ARTICLE III: PAYMENT OBLIGATIONS

Section 3.1. Property Transfers and Developer Payments; and Subdivision of Property.

In connection with the Project, the Developer shall have the unrestricted right to transfer all or any portion of its rights in and to any of the Property, at any time, and from time to time, as Developer may, in its sole discretion, deem appropriate. The Developer shall pay, when due, all Property Taxes on Property that Developer owns.

If the Developer subdivides the Property or any portion thereof, the Town shall allocate a proportionate share of the Original Assessed Value to the new parcel(s) based upon the fair market value of the new parcels(s) at the time the parcels are subdivided. The Original Assessed Value will not increase or decrease if the Property is subdivided but the Town reserves the right to reallocate the proportionate share of the Original Assessed Value if the number of parcels increases.

Section 3.2. Town Credit Enhancement Payments.

Commencing on each August 15 and February 15 after the Project Cost Repayment Start Date, the Town shall use the amounts then on deposit in the 92 Main Street Project Cost Subaccount, exclusive of investment earnings, to reimburse the Developer for previously incurred Project Costs in an amount not to exceed the CEA Reimbursement Amount (the "**Credit Enhancement Payments**"). Upon reasonable notice and at reasonable times, the Town, its agents and employees may inspect the books, records and documents in the possession of the Developer relating to the Project Costs. Said Credit Enhancement Payments shall commence with respect to Property Tax payments relating to the Project made in the Tax Year commencing on the Project Cost Repayment Start Date and continue for the Repayment Term. If the Property Taxes relating to the Project are not paid in full when due, the Town may withhold and suspend all Credit Enhancement Payments under this Agreement until such Property Taxes and all interest thereon and other costs relating thereto are paid in full.

Notwithstanding the above, if, with respect to any Tax Payment Date, any portion of the Property Taxes assessed by the Town on the Project is not paid, because of a valuation dispute or otherwise, the Property Taxes actually paid and received by the Town with respect to such Tax Payment Date shall, first, be applied to taxes due on account of the Original Assessed Value and, second constitute Tax Increment Revenues attributable to the Project. Upon a non-appealable final action and completion of such valuation proceedings, the reconciled amount of Tax Increment Revenues (based on the outcome of the valuation proceedings) shall be paid to the Developer.

Section 3.3. Failure to Make Payment.

If the Town should fail to, or be unable to, make any payment pursuant to this Agreement, any such payment shall continue as a limited obligation of the Town (as described in Section 3.6 below). The Developer shall have the right to initiate and maintain an action to specifically enforce the Town's obligation hereunder, including without limitation, the

Town's obligation to deposit Tax Increment Revenues to the 92 Main Street Project Cost Subaccount and its obligation to make payment to the Developer.

Section 3.4. Manner of Payments.

The payments provided for in this Article III shall be paid directly to the Developer in the manner provided hereinabove for its own use and benefit. A Town of Enfield check or wire transfer will be acceptable.

Section 3.5. Obligations Unconditional.

Except as otherwise expressly provided in this Agreement, the obligations of the Town to make the payments from the 92 Main Street Project Cost Subaccount described in this Agreement in accordance with the terms hereof shall be absolute and unconditional irrespective of any defense or any right of set off, recoupment or counterclaim it might otherwise have against the Developer. Except as otherwise expressly provided in this Agreement, the Town shall not suspend or discontinue any such payment or terminate this Agreement for any cause, including without limitation, any act or circumstance that may constitute failure of consideration or frustration of purpose or any damage to or destruction of the Project or any change in the tax or other laws of the United States, the State or any political subdivision of either thereof, or any failure of the Developer to perform and observe any agreement or covenant, whether expressed or implied, or any duty, liability or obligation arising out of or connected with this Agreement. Notwithstanding the above, this Agreement shall terminate upon a non-appealable final judgment by a court of competent jurisdiction that this Agreement or the District Plan adopted in connection herewith is illegal or invalid. In such event, the termination shall be effective as of the date of such decision and neither party shall have any obligation or liability hereunder, under the District Plan or in respect of any of the transactions contemplated hereby, and shall be left in whatever positions, financial or otherwise, they may be in as of the date of termination.

Section 3.6. Limited Obligation.

The Town's obligation to make payment in accordance with this Agreement shall be a limited obligation of the Town payable solely from Tax Increment Revenues actually paid by the Developer and received by the Town, exclusive of any earnings thereon, and any moneys in the 92 Main Street Project Cost Subaccount pledged therefore under this Agreement. The Town's obligation hereunder shall not constitute a general debt or a general obligation or charge against or pledge of the faith and credit or taxing power of the Town, the State, or any other municipality or political subdivision thereof, but shall be payable solely from the 92 Main Street Project Cost Subaccount. This Agreement shall not directly or indirectly or contingently obligate the Town, the State, or any other municipality or political subdivision to levy or to pledge any form of taxation whatever therefore or to make any appropriation for payment due pursuant to this Agreement, except in the Town's obligation to assess Property Taxes upon the Property and the Project, to deposit the Project Share of the Tax Increment Revenues in the 92 Main Street Project Cost Subaccount and the pledge of the 92 Main Street Project Cost Subaccount established under this

Agreement. All payments made by the Town under this agreement shall be free of any deductions, and without abatement, deductions or setoffs.

ARTICLE IV: PLEDGE AND SECURITY INTEREST

Section 4.1. Pledge of the Project Cost Subaccount.

In consideration of this Agreement and other valuable consideration and for the purpose of securing payment of the amounts provided for hereunder to the Developer by the Town, according to the terms and conditions contained herein, and subject to the Town's right pursuant to this Agreement, the Town does hereby grant a security interest in and pledges to the Developer the 92 Main Street Project Cost Subaccount and sums of money and other securities and investments therein, less any earnings thereon.

Section 4.2. Protection of Interest.

The Town shall cooperate with the Developer in causing appropriate financing statements and continuation statements setting forth the Developer's interest in the 92 Main Street Project Cost Subaccount to be duly filed and recorded in the appropriate offices as required by and permitted under the provisions of the Uniform Commercial Code or other similar law as adopted by the State and any other applicable jurisdiction, as from time to time amended, in order to perfect and maintain the security interests created hereunder. To the extent deemed necessary by the Developer, the Town will at such time and from time to time as requested by Developer establish the 92 Main Street Project Cost Subaccount as a segregated fund under the control of an escrow agent, trustee or other fiduciary so as to perfect Developer's interest therein. The cost of establishing and monitoring such a fund shall be borne exclusively by Developer.

Section 4.3. Further Agreements and Instruments.

The Town shall, upon the reasonable request of the Developer, from time to time execute and deliver such further agreements and instruments and take such further action as may be reasonable and as may be required to carry out the provisions of this Agreement; provided, however, that no such instruments or actions shall pledge the credit of the Town, materially disadvantage the Town, or materially change this Agreement.

Section 4.4. No Disposition of the Project Cost Subaccount.

Except as permitted hereunder, the Town shall not sell, lease, pledge, assign or otherwise dispose, encumber or hypothecate any interest in the 92 Main Street Project Cost Subaccount.

Section 4.5. Access to Books and Records.

All books, records and documents in the possession of the Town relating to the District, the District Plan, this Agreement and the monies, revenues and receipts on deposit or required to be deposited into the 92 Main Street Project Cost Subaccount shall at all reasonable times be open to inspection by the Developer, its agents and employees.

ARTICLE V: DEFAULTS AND REMEDIES

Section 5.1. Events of Default.

Each of the following events shall constitute and be referred to in this Agreement as an "Event of Default":

(a) Any failure by the Town to make deposits into the 92 Main Street Project Cost Subaccount as and when due;

(b) Any failure by the Town to pay any amount from the 92 Main Street Project Cost Subaccount to the Developer when the same shall become due and payable;

(c) Failure by the Developer to commence by July 24, 2026 the construction of the improvements relating to the Project as described on Exhibit B.

(d) Any failure by a party hereto to observe and perform in all material respects any covenant, condition, promise, agreement or provision contained herein on the part of the party to be observed or performed; and

(e) Any decree or order of a court or agency or supervisory authority having jurisdiction in the Project is issued for the appointment of a conservator or receiver or liquidator, or any insolvency, readjustment of debt, marshaling of assets and liabilities or similar proceedings, both for the winding up or liquidation of a party's affairs shall have been entered against the party or the party shall have consented to the appointment of a conservator or receiver or liquidator and any such proceedings of or relating to the party or of or relating to all or substantially all of its property, including without limitation, the filing of a voluntary petition in bankruptcy by the party or the failure by the party to have a petition in bankruptcy dismissed within a period of ninety (90) consecutive days following its filing or in the event and order for release has been entered under the Bankruptcy Code with respect to the party.

Section 5.2. Remedies on Default.

Whenever any Event of Default referred to in section 5.1 hereof shall have occurred and be continuing for a period of fifteen (15) days after a party's receipt from the other/non-defaulting party of written notice of the occurrence of an Event of Default by a party, the other/non-defaulting party may specifically enforce the performance or observance of any obligations, agreement or covenants of the defaulting party under this Agreement and any documents, instruments and agreements contemplated hereby or to enforce any rights or remedies available hereunder.

Section 5.3. Remedies Cumulative.

Notwithstanding anything to the contrary contained in Section 5.2 (if any), no remedy herein conferred upon or reserved to a party is intended to be exclusive of any other available remedy or remedies but each and every such remedy shall be cumulative and shall be in addition to the remedy given under this Agreement or now or hereafter existing at law, in equity or by statute; provided, however, that this Agreement shall only be terminated in accordance with Section 3.5, Section 6.1 or Section 8.3 of this Agreement. Delay or omission to exercise any right or power accruing upon any Event of Default, to insist upon the strict performance of any covenant or agreement herein set forth or to exercise any right or remedy upon the occurrence of an Event of Default, shall not impair any such right or power or be construed as a waiver or relinquishment of the rights to insist upon and to enforce, from time to time and as often as may be deemed expedient, by injunction or other appropriate legal or equitable remedy, strict compliance by the party with all of the covenants and conditions hereof, or of the rights to exercise any such right or remedy, if such Events of Default be continued or repeated.

Section 5.4. Limited Waiver of Governmental Immunity.

To the extent allowed by law, the Town hereby waives its governmental immunity (but not any tort immunity) solely with respect to any action or suit undertaken by Developer arising out of, resulting from or involving any alleged default by the Town hereunder or failure by the Town to observe or perform any of its obligations hereunder, it being understood and agreed that such waiver is a material inducement to the Developer entering into this Agreement and continuing its pursuit of the Project. The parties agree that in the event of any dispute or disagreement hereunder the Town shall continue to make payment of all amounts due hereunder in the manner and at the times specified herein until final resolution of such dispute, whether by mutual agreement or a non-appealable final decision of a court, arbitrator or otherwise dispute resolution mechanism. Except as expressly provided in this Agreement, the Town hereby waives any right to withhold, suspend or setoff payments during the pendency of any such dispute. Provided, however, that nothing herein shall be deemed a waiver of the Town's tort immunity. The Town agrees that it will not in any manner challenge or contest the validity of this Agreement, the District Plan or the proceedings for the adoption and approval of the same.

Section 5.5. Tax Laws.

The parties acknowledge that all laws of the State now in effect or hereafter enacted with respect to taxation of property shall be applicable and that the Town, by entering into this Agreement, is not excusing any nonpayment of taxes by Developer. Without limiting the foregoing, the Town and the Developer shall always be entitled to exercise all rights and remedies regarding assessment, collection and payment of taxes assessed on Developer's property.

ARTICLE VI: TERM AND TERMINATION

Section 6.1. Term.

This Agreement shall remain in full force from the Effective Date and shall expire at the end of the Repayment Term, and upon the payment of all amounts due to the Developer hereunder and the performance of all obligations on the part of the Town hereunder unless sooner terminated pursuant to Section 3.5, this Section 6.1, or Section 8.3 of this Agreement.

Section 6.2. Cancellation and Expiration of Term.

At the termination or other expiration of this Agreement and following full payment of all amounts due and owing to the Developer hereunder or provision for payment thereof, the Town and the Developer shall each execute and deliver such documents and take or cause to be taken such actions as may be necessary to evidence the termination of this Agreement.

ARTICLE VII: ASSIGNMENT AND PLEDGE OF DEVELOPER'S INTEREST

Section 7.1. Consent to Pledge and/or Assignment.

The Town hereby acknowledges that the Developer may pledge and assign its right, title and interest in, to and under this Agreement, including any rights, title and interest in, to and under the 92 Main Street Project Cost Subaccount, as collateral for financing for the Project, although no obligation is hereby imposed on the Developer to make such assignment or pledge. The Town does hereby consent and agree to the pledge and assignment of all the Developer’s right, title and interest in, to and under this Agreement and in and to the payments to be made to Developer hereunder, to third parties as collateral or security for indebtedness, on one or more occasions during the term hereof.

Section 7.2. Pledge, Assignment or Security Interest.

Subject to the limitations set forth in Section 4.3, Town agrees to execute and deliver any assignments, pledge agreements, consents or other confirmations and agreements required by the pledgee or assignee, including without limitation recognition of the pledgee or assignee as the holder of all right, title and interest herein and as the payee of amounts due and payable hereunder and any and all such other documentation as shall confirm to such pledgee or assignee the position of such assignee or pledgee and binding nature of this Agreement and provide to the pledgee or assignee such rights and/or remedies as the Developer under this Agreement for the establishing, protection and protection of its interest herein.

Section 7.3. Assignment.

The Developer shall have the unrestricted right to transfer and assign all or any portion of its rights in, to and under this Agreement, at any time to a successor in title to the Project, subject to the prior written consent of the Town (which shall not be unreasonably withheld) and, provided that the Developer is not in default of this Agreement at the time of such assignment. In the event of an assignment, Developer shall pay all actual and reasonable legal fees incurred by the Town in conjunction with the Assignment.

ARTICLE VIII: MISCELLANEOUS

Section 8.1. Successors.

The covenants, stipulations, promises and Agreement set forth herein, by or on behalf of or for the benefit of each party shall bind or inure to the benefit of the successors and assigns thereof from time to time and any entity, officer, board, commission, agency or instrumentality to whom or to which any power or duty of such party shall be transferred.

Section 8.2. Parties in Interest.

Except as herein otherwise specifically provided including Section 7.3 above, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the Town and the Developer any right, remedy or claim under or by reason of this Agreement, it being intended that this Agreement shall be for the sole and exclusive benefit of the Town and the Developer.

Section 8.3. Non-Severability.

In case Section 2.3, Section 3.2, Section 3.5, Section 4.1, Section 5.4, Article VII or Section 8.4 of this Agreement shall, for any reason, be held to be illegal or invalid, then this Agreement may at the option of the Developer be terminated as of the date on which such holding becomes final and non-appealable. In case Section 8.4 of this Agreement shall, for any reason, is held to be illegal or invalid, then this Agreement may at the option of the Town be terminated as of the date on which such holding becomes final and non-appealable. To exercise such option, the terminating party shall send written notice of termination to the other party within sixty (60) days after the date on which such holding becomes final and non-appealable. In the event of such termination, neither party shall have any obligation or liability hereunder, under the District Plan or in respect of any of the transactions contemplated hereby, and shall be left in whatever positions, financial or otherwise, they may be in as of the date of termination.

Section 8.4. No Personal Liability.

No covenant, stipulation, obligation or agreement of the Town contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future elected or appointed official, officer, agent, servant or employee of the Town in his or her individual capacity and neither any member of the Town Council, the Town's TIF Advisory Committee or the Assessor of the Town, nor any registered voter of the Town nor any official, officer, employee or agent of the Town shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

No covenant, stipulation, obligation or agreement of the Developer contained herein shall be deemed to be a covenant, stipulation or obligation of any present or future official, officer, agent, servant or employee of the Developer in his or her individual capacity and no official, officer, agent, servant or employee of the Developer shall be liable personally with respect to this Agreement or be subject to any personal liability or accountability by reason hereof.

Section 8.5. Counterparts.

This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts shall together constitute but one and the same Agreement.

Section 8.6. Governing Law.

The laws of the State shall govern the construction and enforcement of this Agreement in all respects.

Section 8.7. Notices.

All notices, certificates, requests, requisitions or other communications by the Town or the Developer pursuant to this Agreement shall be in writing and shall be sufficiently given and shall deemed given when mailed by first-class mail, postage prepaid, addressed as follows:

If to the Town:

Town Manager
Town of Enfield
820 Enfield Street
Enfield, CT 06082

With a copy to:
Director of Economic and Community Development
Town of Enfield
820 Enfield Street
Enfield, CT 06082

If to the Developer:

Salas Brothers LLC
16 Alden Avenue
Enfield, CT 06082
Attention: Ronnie Salas, Manager

With a copy to:
Carl Landolina, Esq.
Fahey, Landolina and Associates
487 Spring Street
Windsor Locks, CT 06096

Either of the parties may, by written notice given to the other, designate any different address to which subsequent notices, certificates, requests or other communications shall be sent hereunder.

Section 8.8. Amendments.

Neither this Agreement nor the District Plan may be amended without the express written consent of the parties hereto.

Section 8.9. Integration.

This Agreement completely and fully supersedes all other prior or contemporaneous understandings or agreements, both written and oral, between the Town and the Developer relating to the specific subject matter of this Agreement and the transactions contemplated hereby.

Section 8.10. Authority of the Town.

The Developer and the Town waive any right to which either may have to contest, and shall not take any action to challenge, the other's authority to enter into, perform or enforce the Agreement or to carry out the District Plan or the validity or enforceability of this Agreement, the District or the District Plan. The Town and the Developer each agree to uphold the District, the District Plan, this Agreement and the authority to enter into this Agreement and the validity and enforceability of the District, the District Plan and this Agreement.

[*Signatures Pages to Follow*]

IN WITNESS WHEREOF, the Town and the Developer have executed this Agreement as of the date indicated below their respective signature.

TOWN:

TOWN OF ENFIELD, a municipal body corporate and politic and a political subdivision of the State of Connecticut

______________________________ By:______________________________________

Witness Name: Matthew W. Coppler

Its: Town Manager

______________________________ Date: __________________ ___, 2025

Witness

STATE OF CONNECTICUT)

) ss: Enfield

COUNTY OF HARTFORD)

On this the _____ day of __________, 2025, before me, the undersigned officer, personally appeared Matthew W. Coppler, who acknowledged to be the Town Manager of the TOWN OF ENFIELD and that he as such Town Manager of the TOWN OF ENFIELD being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of the TOWN OF ENFIELD by signing the name of the TOWN OF ENFIELD by himself as such Town Manager.

IN WITNESS WHEREOF, I hereunto set my hand.

____

Commissioner of the Superior Court

Notary Public

My Commission Expires:

[Signature and Acknowledgement Page to Credit Enhancement Agreement]

DEVELOPER:

SALAS BROTHERS, LLC, a Connecticut limited liability company

____
Witness

By: ______________________________,
Name: Ronnie Salas
Its: Manager

____
Witness

Date: ____________ ___, 2025

STATE OF CONNECTICUT)
) ss: ___________________
COUNTY OF _____________)

On this the _____ day of ___________, 2025, before me, the undersigned officer, personally appeared Ronnie Salas, who acknowledged himself to be the Manager of Salas Brothers, LLC and that he as such Manager of Salas Brothers, LLC being authorized so to do, executed the foregoing instrument for the purposes therein contained as his free act and deed and the free act and deed of Salas Brothers, LLC by signing the name of Salas Brothers, LLC by himself as such Manager.

IN WITNESS WHEREOF, I hereunto set my hand.

____

Commissioner of the Superior Court
Notary Public
My Commission Expires:

[Signature and Acknowledgement Page to Credit Enhancement Agreement]

<u>EXHIBIT A</u>

PROPERTY BOUNDARY MAP

EXHIBIT B