

Public Hearing

The Bloomfield Town Council will conduct a public hearing on **Monday, February 8, 2016 at 7:35 p.m.** for the following reason:

- To solicit public input regarding changes to the Building Permit Fee Ordinance – Sec. 6-2.

BLOOMFIELD TOWN COUNCIL
Monday, February 8, 2016
Council Chambers – 7:30 p.m.

Joan Gamble, Mayor
Sydney T. Schulman, Deputy Mayor
Patrick A. DeLorenzo Wayne Hypolite
Joseph P. Merritt Joel J. Neuwirth
E. Leon Rivers Derrick A. Seldon
Joseph Washington

- I. Pledge of Allegiance
- II. Roll Call
- III. Announcements and Presentations
- IV. Citizens' Statements and Petitions
Statements by members of the public may be oral or written and shall start with the speaker's name and address and shall continue for no longer than five (5) minutes, unless permitted by the Mayor or councilor presiding.
- V. Report from Council Subcommittees
 - A. Community Services – Councilor Derrick Seldon
 - B. Administration & Education – Councilor Leon Rivers
 - C. Golf – Councilor Leon Rivers
 - D. Finance – Councilor Wayne Hypolite
 - E. Public Safety – Councilor Joe Washington
 - F. Committee on Committees – Councilor Joe Washington
 - G. Land Use & Economic Development – Deputy Mayor Syd Schulman
- VI. Council Business
 - Old Business**
15/16-45: Consider and Take Action Regarding Proposed Amendment to Section 6-2: Permit fees; waivers (following Public Hearing)
 - New Business**
15/16-51: Consider and Take Action Regarding Adoption of Resolution (2015 Homeland Security Grant Program)
- VII. Report from Mayor and Town Manager
- VIII. Approval of Minutes
 - A. January 25, 2016
- IX. Council Comments
- X. Adjournment

TOWN OF BLOOMFIELD

NOTICE OF PUBLIC HEARING

The Bloomfield Town Council will conduct a public hearing on **Monday, February 8, 2016 at 7:35 p.m.** in Council Chambers in Bloomfield Town Hall, 800 Bloomfield Avenue, Bloomfield, CT, for the purpose of soliciting public input regarding changes to the Building Permit Fee Ordinance – Sec. 6-2.

A copy of the proposed ordinance is on file in the office of the Town Manager and Town Clerk.

Dated at Bloomfield, CT 2nd day of February 2016.

India M. Rodgers
Clerk of Council

TO: Town Councilors
FROM: Philip K. Schenck, Jr., Town Manager 
DATE: February 5, 2016
RE: FY 15/16-45: AMENDMENT TO SECTION 6-2: PERMIT FEES;
WAVERS

The Administration and Education Subcommittee met on Monday, February 1st and voted to recommend to the Town Council to approve the recommended change to the ordinance regarding building permits.

After the public hearing, should Council wish to move forward, the following motion would be in order:

Move that Section 6-2 of the Bloomfield Code of Ordinance is hereby amended per the attached recommendations.



*Department of
Planning & Zoning*

TOWN OF BLOOMFIELD
800 BLOOMFIELD AVENUE
BLOOMFIELD, CT 06002-0337
860-769-3515

Memorandum

To: Town Council
From: José Giner, AICP 
Date: January 22, 2016
Re: Consideration of Changes to the Building Permit Fee Ordinance

Attached is a Draft of proposed changes to the Building Permit Fee Ordinance that would allow us to charge partial fees for large projects. The need has come about because of a recent request by Seabury for a way to “break up” the permit fee. In this instance they can’t close on their financing until they have a permit (or at least a letter saying the review is completed and the permit will be issued pending payment). Seabury said that they would like to submit a percentage upfront for review and the balance at permit issuance. If not, they have to dig \$350,000 out of their operating budget somehow.

This is something we can apply to other large projects without much risk to the Town since the percentage charged would be large enough to cover the direct costs of staff review and a final building permit would be withheld until the balance was paid.

We are proposing to limit this to larger projects only because it will complicate bookkeeping and tracking on our end if we did all of our permits this way. This may give those large projects a softer blow on the fees that we cannot waive.

At the same time we are asking to set a minimum fee for small permits to cover our costs. This is standard with many other Towns.

To that end I recommend that the Council schedule a Public Hearing and/or refer this to the appropriate subcommittee to get the process started:

Proposed Changes to the Town of Bloomfield Permit Fee Ordinance.

Sec. 6-2. - Permit fees; waivers. (deleted language in ~~strike through~~ - new Language in **bold underline**)

- (a) The fee for a permit required by the state building code shall be fifteen dollars (\$15.00) per one thousand dollars (\$1,000.00) of value or fraction thereof; provided, however, that the minimum fee for a building permit shall be ~~fifteen dollars (\$15.00)~~ **thirty dollars (\$30.00)** regardless of value.
- (b) That fee in subsection (a) above is waived for a permit required by the state building code that is issued to the Town of Bloomfield, the Bloomfield Center Fire District or the Blue Hills Fire District; except that the fee required by the Connecticut General Statute Section 29-263 shall be paid by each of these agencies.
- (c) **(NEW) Upon request, the Building Official may allow applicants for projects exceeding \$10 million in construction value to post 20% of the estimated permit fee as an initial down payment to cover plan review and administrative costs, with the balance due prior to the issuance of a permit.**

TO: Town Councilors
FROM: Philip K. Schenck, Jr., Town Manager 
DATE: February 5, 2016
RE: FY 15/16-51: ADOPTION OF RESOLUTION (2015 HOMELAND SECURITY GRANT PROGRAM)

Please see the attached Resolution. A Memorandum of Agreement and Resolution are required from each municipality by the Federal Department of Homeland Security in order to access regional Homeland Security Grant funds.

Should Council wish to move forward, the following motion would be in order:

RESOLVED, that the Town of Bloomfield may enter into with and deliver to the State of Connecticut Division of Emergency Management and Homeland Security, Department of Emergency Services and Public Protection any and all documents which it deems to be necessary or appropriate; and

FURTHER RESOLVED, that Philip K. Schenck, Jr., as Town Manager of the Town of Bloomfield, is authorized and directed to execute and deliver any and all documents on behalf of the Town of Bloomfield and to do and perform all acts and things which he/she deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

AUTHORIZING RESOLUTION OF THE
Town of Bloomfield, Town Council

CERTIFICATION:

I, Marguerite Phillips, the Town Clerk of the Town of Bloomfield, do hereby certify that the following is a true and correct copy of a resolution adopted by Town of Bloomfield at its duly called and held meeting on February 8, 2016, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

RESOLVED, that the Town of Bloomfield may enter into with and deliver to the State of Connecticut Department of Emergency Management and Homeland Security any and all documents which it deems to be necessary or appropriate; and

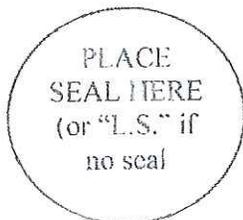
FURTHER RESOLVED, that Philip K. Schenck, Jr., as Town Manager of Town of Bloomfield, is authorized and directed to execute and deliver any and all documents on behalf of the Town of Bloomfield and to do and perform all acts and things which he/she deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

The undersigned further certifies that Philip K. Schenck, Jr. now holds the office of Town Manager and that he/she has held that office since August 1, 2013.

IN WITNESS WHEREOF: The undersigned has executed this certificate this ____ day of

_____.

Marguerite Phillips, Town Clerk





FFY 2015 STATE HOMELAND SECURITY GRANT PROGRAM
REGION 3 MEMORANDUM OF AGREEMENT



Data Sheet

Step 1- Fill out this datasheet form to auto populate MOA document in this PDF file.

THIS DATASHEET MUST BE COMPLETED ELECTRONICALLY

Step 2-After populating the document, print out entire MOA and obtain the correct signatures as outlined by the completion checklist on the following page.

Town Information: 	
Person Completing Document:	Sharron Howe
Municipality Name (ie. Town of):	TOWN OF BLOOMFIELD
Municipality Short Name:	BLOOMFIELD
Town CEO Name:	Philip K. Schenck, Jr.
Town CEO Title (ie. Mayor):	Town Manager

Point of Contact Information: 	
POC Name & Title:	Paul Hammick, Chief of Police
Address:	Bloomfield Police Department, 785 Park Avenue, Bloomfield, CT 06002
Email:	p.hammick@bloomfieldpolice.org
Phone:	860-242-5501
Fax:	860-242-9616



FFY 2015 STATE HOMELAND SECURITY GRANT PROGRAM REGION 3 MEMORANDUM OF AGREEMENT CHECKLIST



Please use this checklist to insure completion and accuracy of the following agreement. All items should be checked off once completed

Instructions for the TOWN OF BLOOMFIELD

Received by: Sharron Howe Phone Number:

For the MOA:

- A municipal point of contact been identified in Part III, Section L.
The Chief Executive Officer has signed and dated the agreement.
The Chief Executive Officer's name and title has been typed in the space provided.

Authorizing Resolution Attached

The Blanket Resolution Template includes the recommended language for the resolution. If you do not use this template, the resolution must reference the FFY 2015 Homeland Security Grant Program. No other resolutions will be accepted.

Please note: The Fiduciary and Municipality shall complete Appendix A Custodial Ownership and Memorandum of Agreement (Appendix A), for any municipality that takes ownership of equipment purchased with 2015 HSGP funds by the REPT. (These documents are not attached to this MOA, but will be sent directly to the Fiduciary)

Once complete, mail the complete MOA package to: Ms. Cheryl Assis, Public Safety Director-Capitol Region Council of Governments. 241 Main Street, Hartford, CT 06106.

Instructions for the Capitol Region Council of Governments

Received by: Phone Number:

Review and Signature

- The Chief Executive Officer has signed and dated the agreement.
The Chief Executive Officer's name and title has been typed in the space provided.
The Region 3 REPT Chair has signed and dated the agreement.
The Region 3 REPT Chair's name has been typed in the space provided.
All of the items listed on this checklist have been completed and are correct.

Once complete please contact your Program Manager to schedule a MOA review meeting.

Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2015 HSGP funds by the REPT. (These documents are not attached to this MOA, but will be sent directly to the Fiduciary)

DUE DATE: November 30, 2015

MEMORANDUM OF AGREEMENT

REGARDING USE OF
 FEDERAL FISCAL YEAR 2015 STATE HOMELAND SECURITY GRANT FUNDING
 AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS
 IN DEMHS REGION 3

I. AGREEMENT REGARDING THE USE OF FEDERAL HOMELAND SECURITY GRANT FUNDS TO SUPPORT REGIONAL SET-ASIDE PROJECTS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DESPP/DEMHS), the Municipality of BLOOMFIELD, the Capitol Region Council of Governments (CRCOG) and the Region 3 Regional Emergency Planning Team (Region 3 REPT). DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2015 State Homeland Security Grant Program (SHSGP), Award No. EMW-2015-SS-00074-S01, including the following programs: Metropolitan Medical Response System (MMRS); Citizen Corps Program (CCP). DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DESPP/DEMHS Advisory Council, and the DESPP/DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. The DESPP/DEMHS Coordinating Council, now known as the DESPP/DEMHS Advisory Council, has approved the allocation formula for grant funds available under such programs as the SHSGP, MMRS, CCP;
4. DESPP/DESPP/DEMHS is retaining pass-through funds from 2015 SHSGP in the total amount of \$1,676,081 on behalf of local units of government, for the following seven regional set-aside projects designed to benefit the state's municipalities:
 - a. Expand Regional Collaboration;
 - b. Connecticut Intelligence Center/Fusion Center/Critical Infrastructure;
 - c. CBRNE Detection;
 - d. NIMS/ICS Training and Exercise;
 - e. Metropolitan Medical Response System;
 - f. Citizen Corps. Program; and
 - g. Medical Preparation and Response
5. DESPP/DEMHS – in coordination and cooperation with the municipalities located within DESPP/DEMHS Region 3, including BLOOMFIELD – has created, and established bylaws for, the Region 3 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DESPP/DEMHS Region 3.
6. BLOOMFIELD is eligible to participate in those Federal Fiscal Year 2015 SHSGP regional allocations made through the Region 3 REPT and not included in the set-aside projects, in the amount of \$317,698 (and an additional \$40,720.40 for the regional bomb squad) for Region 3, which will be made available to the jurisdictions in Region 3 in the manner recommended by the Region 3 REPT in accordance with its approved bylaws, upon execution of the grant application and as accepted by the SAA.

B. Purpose of Agreement

The SAA and BLOOMFIELD enter into Part I of this MOA authorizing the SAA to act as the agent of BLOOMFIELD and allowing the SAA to retain and administer grant funds provided under 2015 SHSGP the seven regional set-aside projects listed above, and also for CRCOG to provide the financial and programmatic oversight described below.

C. SAA and BLOOMFIELD Responsibilities.

The SAA agrees to administer the SHSGP grant funds of \$1,676,081 for in furtherance of the seven regional set-aside projects listed above.

BLOOMFIELD agrees to allow the SAA to provide financial and programmatic oversight of the \$1,676,081 for the purpose of supporting the allocations and uses of funds under 2015 SHSGP consistent with the 2015 State Homeland Security Grant Application that has been reviewed and approved by the federal Department of Homeland Security and supported by the Initial Strategy Implementation Spending Plan (ISIP) approved by the Emergency Management & Homeland Security Coordinating Council, now known as the DESPP/DEMHS Advisory Council. BLOOMFIELD agrees to allow the SAA to hold, manage, and disburse the grant funds that have been reserved for the seven regional set-aside projects listed above.

D. Capitol Region Council of Governments and BLOOMFIELD Responsibilities.

BLOOMFIELD also agrees to allow Capitol Region Council of Governments to provide financial and programmatic oversight of the Federal Fiscal Year 2015 regional allocation not included in the seven regional set-aside projects in the amount of \$317,698 (and an additional \$40,720.40 for the regional bomb squad) targeted to member municipalities in DESPP/DEMHS Region 3 and recommended through the Region 3 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 3 REPT and DESPP/DEMHS.

II. AGREEMENT REGARDING CUSTODIAL OWNERSHIP OF REGIONAL ASSETS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DESPP/DEMHS), the Municipality of BLOOMFIELD, the Capitol Region Council of Governments (CRCOG), and the DESPP/DEMHS Region 3 Regional Emergency Planning Team (Region 3 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time. DESPP/DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DESPP/DEMHS Advisory Council, and the DESPP/DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. BLOOMFIELD has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of BLOOMFIELD, the region, and if necessary, the State. (Please note: If a town takes ownership of assets, the Fiduciary will assist them in completing Appendix A, the Appendix will be added to this MOA).
4. The parties also agree that BLOOMFIELD may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2015 grant funds, as approved by the Region 3 REPT, and DESPP/DEMHS, which assets will be added to Appendix A by attached amendment within thirty (30) days of approval by the Region 3 REPT.
5. The Region 3 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, resource sharing and coordination.
6. CRCOG has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DESPP/DEMHS Region 3 for Federal Fiscal Year 2015 ;

B. Purpose.

DESPP/DESPP/DEMHS, the Region 3 REPT, Capitol Region Council of Governments, and BLOOMFIELD, enter into Part II of this MOA regarding asset(s) for which BLOOMFIELD agrees to be the custodial owner, and which are described in the approved 2015 Subgrant Application and will be added to this MOA as Appendix A.

C. Agreements and Responsibilities of the Parties.

1. Definitions.

As used in this MOA:

- The term "authorized training" means training that is authorized by DESPP/DEMHS.
- The term "custodial owner" means a political subdivision or tribe that has agreed to accept title and responsibility for the asset(s), subject to possible redeployment under the terms outlined in Paragraph C(4) below.

2. Responsibilities of DESPP/DEMHS and CRCOG.

In its role as SAA, DESPP/DEMHS will subgrant funds to CRCOG, which, as the Region 3 Fiscal Agent, will procure the asset(s) listed in Appendix A.

3. Appendix A.

The parties agree that decisions regarding the placement of regional assets in _____ BLOOMFIELD _____ may be made after the execution of this agreement and that Appendix A shall be completed accordingly. _____ BLOOMFIELD _____ agrees to be bound by the terms of this agreement for any asset added to Appendix A. The parties also agree that any amendment to Appendix A must be signed by the DEMHS Deputy Commissioner, the Chair of the Region 3 REPT, and the Chief Executive Officer, or his/her designee, of _____ BLOOMFIELD _____.

4. Responsibilities of Custodial Owner

_____ BLOOMFIELD _____ understands that it is the Custodial Owner, on behalf of itself and the Region, of the asset(s) which will be added to Appendix A, as may be amended pursuant to Paragraph C(4) above. As Custodial Owner, _____ BLOOMFIELD _____ agrees:

- To safeguard the asset(s) in a secure location, including, for example, providing refrigeration or protection from the elements, if appropriate;
- To regularly test, use and maintain the asset(s) in working order. It is understood by the parties that trained personnel of _____ BLOOMFIELD _____'s municipal agencies may use the asset(s) for appropriate emergency response/emergency management purposes, including authorized training and exercise;
- To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested: under the terms of this MOA; under a mutual aid agreement, including a civil preparedness mutual aid agreement approved by DESPP/DEMHS, as required by Conn. Gen. Stat. §28-7(d); under the terms of the intrastate mutual aid system, Connecticut General Statutes §28-22a; or at any time by the State of Connecticut, including DESPP/DEMHS;
- To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested for authorized training and/or exercise;
- To maintain records of the use of the asset(s), including deployment for an actual incident or for authorized training, and to provide these records to DESPP/DEMHS as requested;
- To maintain an inventory of the asset(s), including a unique tagging system (including the DEMHS logo) so that the asset(s) can be easily identified as separate from the Custodial Owner's other property, and to provide that inventory to DESPP/DEMHS as requested.
- To maintain all necessary insurance regarding the asset(s) and their use;
- To cooperate with any state or federal audit of the asset(s) and/or their use;
- To abide by the bylaws and/or procedures established under any applicable State of Connecticut or regional plan;
- That the State, including DESPP/DEMHS, does not guarantee any further funding for, or provision of repairs to, the asset(s) beyond the terms of this MOA;
- That all maintenance and operations of the asset(s) by _____ BLOOMFIELD _____ shall conform to the manufacturer's recommendations. If appropriate, _____ BLOOMFIELD _____ shall maintain trained personnel available to transport and supervise the operation of the asset(s). All personnel or agents of _____ BLOOMFIELD _____ performing any maintenance or repair services in connection with these asset(s) shall be fully qualified and authorized or permitted under federal, state, and local laws to perform such services.

5. Responsibilities of the REPT.

TOWN OF BLOOMFIELD 2015 HSGP Omnibus MOA

The Region 3 REPT understands and acknowledges that, in accepting responsibility as the custodial owner of the asset(s), BLOOMFIELD is furthering regional collaboration and mutual aid on behalf of all of the members of Region 3.

6. Assignment of Asset(s).

If BLOOMFIELD does not comply with the requirements under this MOA, or terminates its involvement in this MOA, then DESPP/DEMHS, in consultation with the REPT Chair, may redirect the asset(s), preferably to a different town within the Region. Whenever possible, DESPP/DEMHS will provide 60 days' notice before re-assigning the asset.

III. GENERAL TERMS OF AGREEMENT APPLICABLE TO ALL PARTS OF THIS MEMORANDUM OF AGREEMENT

A. Effective Date.

The terms of this agreement will become effective when all parties have executed it.

B. Authority to Enter Agreement.

DESPP/DEMHS is authorized to enter into this Agreement through the Deputy Commissioner of the DEMHS pursuant to the authority provided under Connecticut General Statutes §4-8 and Titles 28 and 29. The Municipality of BLOOMFIELD is authorized to enter into this agreement through its Chief Executive Officer, authorized pursuant to the attached [original or certified copy of resolution, ordinance or charter provision]. The other persons executing this Memorandum of Agreement (MOA) on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign, as indicated by valid resolutions, if necessary.

C. Duration of Agreement.

Part I of this MOA, as modified with the consent of the parties, remains in full force and effect until the end of the grant period, or any extension thereof, covered by this MOA, unless cancelled by the SAA, giving BLOOMFIELD written notice of such intention at least thirty (30) days in advance. Any party may terminate its involvement with Part II of this agreement upon sixty days' written notice to the other parties. DESPP/DEMHS reserves the right to cancel any funding under this MOA without prior written notice when the funding is no longer available.

D. Amendment of the Agreement.

This agreement may be modified upon the mutual written consent of the parties.

E. Litigation.

The Parties agree to good faith consultation with one another to resolve disagreements that may arise under or relating to this MOA before referring the matter to any other person or entity for settlement. The Parties agree that any disputes under Part II, Paragraph C.6 shall be resolved by DESPP/DEMHS. The Parties also agree that the sole and exclusive means for the presentation of any claim against the State, including the SAA, arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Parties further agree not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

F. State Liability.

The Parties agree to indemnify and hold harmless the State of Connecticut with regard to the activities described within this MOA, and recognize that the State does not waive its right to sovereign immunity with regard to any provision of this MOA. The State of Connecticut assumes no liability for funding under the terms of this MOA until BLOOMFIELD, through the Region 3 REPT, is notified by the SAA that this MOA has been approved and executed by DESPP/DEMHS and by any other applicable state agency.

G. Audit Compliance.

If BLOOMFIELD through the Region 3 REPT, agrees to serve as a host or custodial owner of equipment purchased with the grant funds referenced in this MOA, then BLOOMFIELD must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156 and with the Connecticut Statutes §7-396a and 396b, and the State Single Audit Act § 4-230 through 236 inclusive, and the regulations promulgated thereunder. BLOOMFIELD agrees that all fiscal records, if any, pertaining to the projects shall be

maintained for a period of not less than three (3) years from the date of the signing of this MOA. Such records will be made available to state and/or federal auditors upon request.

H. Lobbying, Debarment, and Suspension.

BLOOMFIELD commits to compliance with the requirements under 28 CFR Part 66 (Uniform Administrative Requirements for Grants to States); 28 CFR Part 69, New Restrictions on Lobbying; 28 CFR Part 67, Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug Free Workplace (Grants); Office of Management and Budget (OMB) Circular A-87, addressing cost principles for grants to state and local governments; 28 CFR Part 70 (Common Rules for Administrative Requirements for Grants to Non-Profits); OMB Circulars A-122 and A-21 addressing Cost Principles for Grants to Non-Profit Entities and requirements included in the Department of Homeland Security Office of Grants and Training Financial Guides.

I. Executive Orders.

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning non-discrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree and abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to non-discrimination, until the contract is completed or terminated prior to completion. BLOOMFIELD agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

This contract is also subject to the provision of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 adopting a zero tolerance policy for workplace violence, and as such, this contract may be cancelled terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Sixteen is incorporated herein by reference and made a part thereof. The parties agree to abide by such Executive Order.

The contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or non-compliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

J. Non-Discrimination Clause.

In accordance with Public Act 88-351, the Town agrees and warrants that, (a) For the purposes of this section, "minority business enterprise" means any small grantee or supplier of materials fifty-one percent or more of the capital stock, if any, or asset(s) of which is owned by person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Sect. 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of the section, "Commission" means the Commission on Human Rights and Opportunities.

For purposes of this section, "Public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway, or other changes or improvements in real property, or which is financed in whole or in part by the State, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

The Town agrees and warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group or persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Town further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the work involved: the Town agrees, in all solicitations or advertisements for employees placed by or on behalf of the Town, to state that it is an "affirmative action – equal opportunity employer" in accordance with the regulations adopted by the Commission; the Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract of understanding and each vendor with which Town has a contract of understanding, a notice to be provided by the Commission advising the labor union of workers' representative of the Town's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Town agrees to comply with each provision of this section and Conn. Gen. Stat. Sect. 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sect. 46a-56, as amended by Section 5 of Public Act 89-253, 46a-68e and 46a-68f; the Town agrees to provide the Commission of Human Rights and Opportunities with such information requested by the Commission, permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as related to the provisions of this section and section 46a-56. If the contract is a public works contract, the Town agrees and warrants that he will make good faith efforts to employ minority business enterprises as subgrantees and suppliers of materials on such public works project.

Determination of the Town's good faith efforts shall include but shall not be limited to the following factors: The Town's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

The Town shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

The Town shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation or a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer, unless exempted by regulations or orders of the Commission. The Town shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Conn. Gen. Stat. Sect. 47a-56, as amended by Section 5 of Public Act 89-253; provided, if such Town becomes involved in, or is threatened with litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation prior thereto to protect the interest of the State and the State may so enter.

The Town agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Pursuant to Public Act 89-227, as amended, as of January 1, 1991, no agency of the State of Connecticut may purchase new products packaged in or composed in whole or part of polystyrene foam if such foam is manufactured using chlorofluorocarbons (CFC). Manufacturers are required by the Act to provide information regarding the CFC content of polystyrene foam used in such products or packaging to any person selling the product who requests such information. By submitting an offer to sell to or accepting an order from the State of Connecticut the vendor certifies that no CFC are used in the manufacture of polystyrene foam contained in such products or packaging.

K. Non-discrimination on the Grounds of Sexual Orientation.

1. The Town agrees/warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.

2. The Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract or understanding and each vendor with which such Town has a contract or understanding and each vendor with which such Town or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Town's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
3. The Town agrees to comply with each provision of this Section and Sections 46a-68f of the General Statutes and with each regulation or relevant order issued by said Commission pursuant to Sections 46a-56, 46a-68e and 46a-68f of the General Statutes;
4. The Town agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as related to the provisions of this section and Section 46a-56 of the General Statutes.
5. The Town shall include the provisions of paragraph (1) of this addendum in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Town shall take such actions with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Section 46a-56 of the General Statutes; provided, if such Town becomes involved in, or is threatened with, litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

L. Points of Contact.

1. The Point of Contact for the SAA	
Name & Title: Deputy Commissioner William P. Shea	
Address: 25 Sigourney Street, 6 th Floor, Hartford, CT 06106	
Emails: <u>William.shea@ct.gov</u> and <u>Rita.Stewart@ct.gov</u>	Phone: 860-256-0800
	Fax: 860-256-0815
2. The Point of Contact for <u>TOWN OF BLOOMFIELD</u> <small>(Please fill in the following fields)</small>	
Name & Title: Paul Hammick, Chief of Police	
Address: Bloomfield Police Department, 785 Park Avenue, Bloomfield, CT 06002	
Email Address: p.hammick@bloomfieldpolice.org	Phone: 860-242-5501
	Fax: 860-242-9616

M. Other provisions.

Nothing in this agreement is intended to conflict with current laws or regulations of the State of Connecticut or BLOOMFIELD. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below:

THE TOWN OF BLOOMFIELD

By: _____ Date: _____
 Its Chief Executive Officer
 Duly Authorized
 Typed Name &
 Title: _____

THE CAPITOL REGION COUNCIL OF GOVERNMENTS

By: _____ Date: _____
Its Executive Director
Duly Authorized
Typed Name _____

THE REGION 3 REGIONAL EMERGENCY PLANNING TEAM

By: _____ Date: _____
Its Chair
Duly Authorized
Typed Name: _____

**DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION/
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY**

By: _____ Date: _____
William P. Shea
Duly Authorized

DRAFT

BLOOMFIELD TOWN COUNCIL

There was a regular meeting of the Bloomfield Town Council held at 7:30 p.m. on Monday, January 25, 2016 in Council Chambers, Bloomfield Town Hall, 800 Bloomfield Avenue, Bloomfield, CT.

Present were: Mayor Joan Gamble, Deputy Mayor Sydney Schulman, Councilors Wayne Hypolite, Derrick Seldon, Joel Neuwirth, Patrick DeLorenzo, Leon Rivers and Joseph Washington

Also present were: Philip K. Schenck, Jr., Town Manager, Sharron Howe, Assistant to the Town Manager, Attorney Marc Needelman and India M. Rodgers, Clerk of Council

Absent was: Councilor Joseph Merritt

PLEDGE OF ALLEGIANCE

The meeting began with the pledge of allegiance to the flag.

ANNOUNCEMENTS & PRESENTATIONS

Mayor Gamble read statements from Niagara Bottling Company declining the invitation to be present at tonight's meeting. She also read a letter from Mr. Jerry Long, Chair of the Economic Development Commission in favor of Niagara Bottling coming to Bloomfield.

Councilor Hypolite requested a point of clarification regarding an e-mail referencing Niagara receiving a dually signed tax abatement agreement and when it was actually sent to Niagara.

Mayor Gamble stated that once Niagara signed the proposal agreement with the town, the contract was binding.

Deputy Mayor Schulman clarified the timeline for signatures from the Town Manager's Office, notarization of the document and the concept of delivery is not necessary.

Attorney Marc Needelman submitted his written opinion that stated once Niagara accepted the terms that the town offered and received, the contract was binding. The signed contract was sent by Niagara on January 8, 2016 and the Town Manager signed the contract on January 11, 2016. The agreement was transmitted to Niagara last week via the Town Attorney. The physical delivery is not a relevant legal issue.

CITIZEN STATEMENTS & PETITIONS

1. **Keith Ainsworth, 51 Elm Street, New Haven, CT**, is an Environmental lawyer with 25 years of experience representing numerous organizations, such as Bloomfield Citizens.org. Attorney Ainsworth stated his position on the following issues:
 - Disagree with Town Attorney's decision on delivery of contract
 - Town Council motion in his opinion was in order with respecting opinions of citizenry
 - The contract is for abatement of taxes and can be revoked
 - Requesting the Council to reconsider their original motion of approval for the tax abatement agreement
 - Niagara lack of concern to be present and answer questions of citizens
 - Niagara should have considered a public session with citizens to ask questions
 - Bloomfield Citizens.org remain committed to pursuing all legal options
 - Niagara kept their identity a secret during permitting process
 - In addition, Niagara didn't disclose the magnitude of their operation
 - Is this the right business that will benefit the town for long term economic development?

2. **Guthrie Sayen, 27 Rundelane** spoke regarding recovering from making mistakes within town government. He expressed concerns regarding the permitting process and its flaws, no opportunity for public input and no referral for an environmental review. Mr. Sayen also mentioned drafted proposed legislation to address missteps in these issues from State Representative David Baram. He also recommended to the town to obtain a traffic study and detailed cost benefit analysis for this project.

3. **Jane Nodel-Klein, 82 Tariffville Road**, reviewed the process and timeline of this project thus far. She stated that this process should be open and transparent and urged the Council to look at other communities which reveals Niagara's lack of commitment. Is this how we what business to be conducted in Bloomfield?

4. **Kevin Gough, 5 Bear Ridge Drive**, presented a cost benefit financial analysis and gave a brief overview of its impact on the town during the approved tax abatement period with Niagara. He reminded the Council of their commitment and duty to be fiscally responsible.

5. **Valerie Rossetti, 88 Kenmore Road**, expressed her disappointment of the Council's decision on this project. She stated that the process went array and would have liked the opportunity to ask questions to Niagara. Ms. Rossetti mentioned that water is a precious commodity and is concerned about utilizing 1.8 million gallons for Niagara. In addition, concerns about possible drought focused on 50% capacity, in which the state can mandate conservation. However, the public has no priority at this time with the State of Connecticut Emergency Water Plan.

She recommends reviewing the Town Plan and Zoning and Inland Wetlands application requirements and process, plan for better environmental concerns with economic development efforts and change in state laws.

6. **Patricia Barone, 27 Rundelane,** asked the Council to reconsider the tax abatement agreement. She spoke regarding climate change with pollutant concerns. It was noted that approximately 3,833,280,000 single use water bottles will be produced on 4 bottling lines for the year at Niagara.
7. **Mark Shapiro, 8 Hampton Lane,** spoke regarding the employment impact in Bloomfield with promoting living wage offered by Niagara. Current statistics for Hartford County outline the living wage as: \$11.70 per hour for 1 adult, 1 adult/1 child – \$26.14 and 1 adult/3children – \$37.92. Employees will be required to work 12 hour shifts that seasonal and not all full time positions. There is a website on with employee reviews criticizing Niagara regarding worker's pay, benefits, etc.
8. **Paula Jones, 5 Bear Ridge Drive,** mentioned a 12/13/2012 Hartford Courant article regarding the Portland Agreement with the MDC. This article identifies constraints of any oral or written agreements with the Farmington River Watershed Association and Eileen Fielding. She urged Council to get the full picture of all information obtained and be skeptical moving forward.
9. **Connie Clifford, 162 School Street,** stated that the east side of town does have concerns with opposition to this project and how the entire issue was handled.
10. **Diane Mack, West Hartford,** urged the Council to reconsider their decision regarding the tax abatement with Niagara.
11. **Mark Saunders, 13 Pent Road,** issue plastic bottling, incentives and conservation of water. He also expressed concerned with the MDC high volume discounted rate and asked the Council to reconsider.
12. **Hannah Roditi, 12 Beacon Hill Road,** spoke regarding follow up of a golf course complaint made at the last Council meeting regarding walking on the course. She is asking for golf subcommittee to submit proposal to build a walkway for residents.
13. **Margo Hennebach, 13 Pent Road,** submitted Bloomfield Citizen.org petitions with over 200 signatures online and 125 collected door to door. She also sang a song in opposition of this project and her water concerns.
14. **Juliet Kapsis, 31 Sharon Road,** member of the Wintonbury Land Trust pleaded with the Council to reconsider the tax abatement agreement.
15. **Billie Alban, Seabury Retirement Community,** reminded Council of the importance in of the largest fresh water country in the world and how precious water is during these times.

16. **Senator Beth Bye, 99 Outlook Road, West Hartford, CT** is a longtime opponent of bottled water and water as public asset should not be privatized. Senator Bye and State Representative Baram will collaborate together on transparency with water restrictions and introduce legislation on any restriction. Some of their initial concerns will address: water bottling operations will cease, quantifying value of water and infrastructure going to private companies, MDC discounted rate and a plan to strengthening state laws.
17. **Al Mercier, 29 Kenmore Road,** reconsider and commit to due diligence of the Council regarding this project.
18. **Anne Hulick, 2074 Park Street, Suite #308, Hartford, CT,** the State Director for Clean Water Action, a national non-profit organization for the past 40 years requested a 2nd opinion to terminating the binding contract with Niagara.
19. **Kim Chamerda, 11 Burnwood Drive,** stated that she was very impressed in amount of research from citizens and disappointed with the lack of transparency in the process.
20. **Richard Dorr, 758 Cottage Grove Road,** referenced this as a global issue to conserve water and avoid further pollution.
21. **Ayse Ozkaya, 56 Filley Street,** was passionate about living in town, the important of how was is so precious and encouraging the Council to reconsider their decision.
22. **Anne Gustafson, 21 Prospect Street,** requested a second legal opinion on what it would cost the town to terminate the binding contract with Niagara. She stated that Connecticut is 1 of 2 states in the nation with state laws that prohibit treated sewage in drinking water.

REPORT FROM COUNCIL SUBCOMMITTEES

Community Services – Councilor Seldon gave a brief report from of upcoming activities and programs from Social & Youth Services, Leisure Services and Senior Services.

Land Use & Economic Development – This subcommittee met on January 18, 2016 to discuss the new legislative law regarding tax increment financing, the sale of town owned property located at 97 Granby Street and an update on Wintonbury Mall.

Committee on Committees – This subcommittee report will be deferred for discussion under Council business.

Public Safety – Councilor Washington read a detailed report of the last meeting held on January 11, 2016.

Finance – Councilor Hypolite gave a brief summary of this subcommittee meeting held on January 19, 2016. He outlined the following updates:

- Nominal cuts from the State of Connecticut approved budget FY 15/16 were absorbed, however this will be a challenge for the next 2 fiscal years.
- Tax collection rate has increased.
- Comprehensive review of overall tax abatement, reviewing new parameters guided by particular principles in the process.
- Suggested that the Land Use & Economic Development and Administration/Education subcommittees to participate in tax abatement review.

As the town moves forward regarding tax abatements, the process should be flawless, due diligence of the Council should be in order, proper vetting and analysis with various entities involved in the process.

Golf – Councilor Rivers responded to resident complaint regarding walking on the golf course. He stated that new signage has been posted. Residents can walk on the course when it is closed. Councilor Rivers stated that he will contact this resident and invite her to the next Golf subcommittee meeting for further discussion, if desired.

COUNCIL BUSINESS

OLD BUSINESS

FY 15/16-12: Consider and Take Action Regarding the Sale of 97 Granby Street

Deputy Mayor Schulman excused himself from this matter due to a potential conflict of interest. It was noted that notice be given to the abutters and that the abutting property owners be given rights of first refusal with respect to any offers that the Town may receive as a result of the Request for Proposal (RFP).

It was moved by Councilor Hypolite, seconded by Councilor Seldon to authorize the Town Manager to put out a Request for Proposal (RFP) with respect to the sale of the 97 Granby Street property along with the recommendations of the Land Use & Economic Development Subcommittee as outlined in Mr. Jose Giner's January 22nd memorandum.

VOTE: AYE: J. Gamble, J. Washington, W. Hypolite, L. Rivers, D. Seldon, J. Neuwirth, P. DeLorenzo
NAY: None
ABSTAIN: S. Schulman

The motion carries 8-0-1.

FY 15/16-44: Niagara Bottling

Attorney Marc Needelman examined State of Connecticut law, binding contract in effective meaning legally the town is not permitted to ignore, change or modify terms of agreement.

At the regularly scheduled Town Council meeting on December 14, 2015, a motion was made to approve the proposed tax abatement agreement. This motion was approved unanimously by all members of the Council present. The Council also authorized the Town Manager to execute a written agreement reflecting the resolution that it be approved.

In addition, that agreement was finalized and delivered to Niagara's representatives. This agreement was executed by Niagara on January 8, 2016. The town received the contract from Niagara on the same date and the Town Attorney reviewed it, no changes made. The Town Manager executed the document on January 11, 2016.

Attorney Needelman was also informed by Niagara's counsel that the company entered into an agreement to purchase the real estate on Woodland Avenue, pending an imminent closing with the property owner.

Attorney Needelman included in his legal opinion, Connecticut law references regarding contracts. It was also noted that the delivery of a memorandum, a document of agreement signed is not essential to the requirement of the state statutes of fraud.

There was some discussion regarding parliamentary rules and procedures:

Motion to reconsider

Sec. 37 of Robert's Rules of Order can only be made on the same day as the vote to reconsider was taken. It was appropriately ruled by the Chair as out of order. In addition, a Motion to reconsider cannot be applied to an affirmative vote in nature of a contract, when the party to the contract has been notified of the outcome.

Motion to rescind

Sec. 35 of Robert's Rules of Order is not in order when something has been done as a result of the vote on the main motion, which is impossible to undo.

Attorney Needelman stated that there would be significant legal exposure, risk and monetary damages to the town, if contractual obligations are not honored as set forth in the agreement.

Councilor Hypolite stated that he is would not like to reconsider the motion, however he is inquiring about rescinding or repealing the motion. He also requested to postpone the delivery of the contract to give the citizenry an opportunity to ask questions of Niagara, which did not occur.

There were comments made about the process to seek more transparency at the state level and have companies identify who they are and what they represent.

Councilor Hypolite recommended the following tax abatement principles:

- Seek more transparency of applicants – i.e. Identify who the applicant represents and the relationship with the potential developer/landowner
- Conduct an independent review of the applicant/developer/company, and identify the source of documents provided
- Conduct a Financial review of the company to include their profitability and sustainability
- Schedule a Public Hearing on all potential tax abatements in excess of 1.5% of the town budget
- Seek advisory opinion and comments from local boards & commissions on issues that falls within their purview

Councilor Hypolite also requested a temporary moratorium pending the approval of a majority consensus from Town Council members.

Councilor Seldon requested clarification on postponing this motion, not to rescind or revoke. He stated that he was disappointed with Niagara for not being present for this meeting, negating the public's request and cautioned their incentives to abide by other requests from the town such as hiring Bloomfield residents and possible set aside for minority contractors.

Attorney Needelman restated the timeline of the execution of the binding contract. The law on contracts trumps Robert's Rules of Order procedures.

Councilor Rivers stated that only those persons present would only be eligible to request this motion. Attorney Needelman wrote a legal opinion on rescinding not postponing.

Councilor Neuwirth expressed concerned about the legal impact on the town and is very receptive to the outpouring of concern for Niagara coming to Bloomfield. He suggested that the emotional opinions should not be a factor in the decision of the Council.

Councilor Washington stated that when this decision was made to bring Niagara to Bloomfield, the Council did not have no idea of the opposition and public outrage of the project. The Council had its best intentions of protecting the town and not all are in agreement with the Council's decision to support this project.

NEW BUSINESS

FY 15/16-45: Consider and Take Action Regarding Proposed Amendment to Section 6-2: Permit fees; waivers

This item was deferred to the Administration/Education Subcommittee for further review and discussion. If this subcommittee recommends this item for Council action at the next scheduled meeting, a Public Hearing is required to solicit public comments regarding the amendment.

FY 15/16-46: Consider and Take Action Regarding Adoption of Schedule – Budget Meeting

It was moved by Councilor Neuwirth, seconded by Councilor Rivers and voted unanimously to approve the schedule for 2016/2017 budget meetings:

ADOPTED - NOTICE OF SPECIAL MEETINGS

Bloomfield Town Council

In accordance with Section 3 of the Rules of Procedure, the Bloomfield Town Council will hold special meetings for the purpose of discussing the proposed 2016/2017 budget on the following days:

2016/2017 Budget Schedule
Bloomfield Town Council

Thursday, March 10th 7:00 p.m.

Budget overview by Town Manager;
Board of Education**

Tuesday, March 15th 7:00 p.m.

Planning; Boards & Agencies; Library;
Senior Services: Social & Youth Services;
and Leisure Services

Thursday, March 17th 7:00 p.m.

Revenue, Expenditures and Capital
Improvements; and Facilities & Public
Works

Tuesday, March 22nd 7:00 p.m.	Public Hearing; Public Safety; General Government
Thursday, March 24th 7:00 p.m.	Council Deliberation/Action
Tuesday, March 29th 7:00 p.m.	Council Deliberation/Action (if needed)
Monday, May 2nd 7:00 p.m.	Annual Town Meeting***

Unless otherwise noted, all of the above meetings will be held during 2016 in Conference Room #5, Bloomfield Town Hall, 800 Bloomfield Avenue, Bloomfield, Connecticut for the purpose of discussion of the Town Manager's proposed budget for fiscal year 2016/2017.

**Town Council Chambers

***Bloomfield High School Auditorium

FY 15/16-47: Consider and Take Action Regarding Reappointment of the Conservation, Energy and Environment Committee Members (CEEC)

It was moved by Councilor Washington, seconded by Councilor DeLorenzo to appoint the following individuals to the CEEC:

Alan S. Budkofsky (R)	41 Burnwood Drive
George Kevin Gough (D)	5 Bear Ridge Drive
Wesley David Hager (D)	8 Duncaster Road
Marie F. MacDonald (R)	6 Timothy Lane
David M. Mann (D)	1 Adams Road
Vikki Reski (D)	52 Duncaster Road
Valerie A. Rossetti (G)	88 Kenmore Road
Zellene Sandler (D)	22 Rundelane
Venessa Spence (U)	76 Wintonbury Avenue

VOTE:
AYE: J. Gamble, S. Schulman, L. Rivers, D. Seldon, J. Washington, P. DeLorenzo, W. Hypolite
NAY: J. Neuwirth
ABSTAIN: None

The motion carries, 8-1-0

FY 15/16-48: Consider and Take Action Regarding Appointments to the Bloomfield Parks and Recreation Committee

It was moved by Councilor Washington, seconded by Councilor Neuwirth and voted unanimously to appoint the following individuals to the Parks and Recreation Committee:

Donna M. Banks (D)	9 Diana Drive
Louis B. Blumenfeld (D)	10 Stuart Drive
Clifton Cooper (D)	26 Joyce Street
Marc Jordan DeSousa (R)	42 Silo Way
Gail Nolan (R)	157 Duncaster Road

FY 15/16-49: Consider and Take Action Regarding Appointment to the Commission on Aging

It was moved by Councilor Washington, seconded by Councilor DeLorenzo and voted unanimously to appoint Susan Odoms (R), 24-B Dorothy Drive to the Commission on Aging.

FY 15/16-50: Consider and Take Action Regarding Reappointment of the EMS Committee Members

It was moved by Councilor Washington, seconded by Councilor Rivers and voted unanimously to reappoint the following individuals to the EMS Committee:

Louis B. Blumenfeld (D)	10 Stuart Drive
Patrick J. Braun (D)	21 Milburn Drive
Phillips Brown (D)	24 Woods Road
James W. Dailey, Jr. (R)	32 Nolan Drive
Margaret S. Ehrhardt (U)	255 Tunxis Avenue
Katherine Haller (R)	32 Scott Drive
Mary K. Laiuppa (U)	294 School Street
Susan H. Zetoff (D)	50 Foothills Way

Mayor's Report

No report at this time.

Town Manager's Report

Mr. Schenck, Jr., Town Manager reported the following updates to the Town Council:

On January 30, 2016, a Council Retreat will be held at The First Cathedral. The main focus of this retreat is the continuation of Building Leadership Clarity.

The first significant snowstorm of the season was mild. There were no repairs or replacement for resident mailboxes.

The Budget session review for operating budgets is underway with department heads.

The Bloomfield Center Business Alliance met on January 25, 2016 at Carbone's Kitchen. There was a presentation made by Eversource regarding the Business Energy Solutions program. They also received status updates of town projects that effect the Town Center. Carbone's Kitchen stated that they would like to plan a major fundraiser for CCMC in conjunction with Celebrate Bloomfield for this summer.

The Annual Town report was sent to the residents and the response has been great!

Capital Improvement Projects:

- Library Building Committee has been meeting regularly.
- Filley Park Fundraising Committee will meet on January 27, 2016 with Jonathan Thiesse Town Engineer and Fuss & O'Neil

Mr. Schenck, Jr., gave a brief update regarding apartment projects in town, Douglas Street/The First Cathedral have submitted their TPZ application for 41 units of senior housing.

The Calamar Association is considering the site at the corner of Wintonbury Avenue and Blue Hills Avenue, 140 units of affordable units of senior housing.

APPROVAL OF MINUTES

It was moved by Deputy Mayor Schulman, seconded by Councilor Neuwirth to approve the minutes of January 11, 2016.

VOTE: AYE: J. Gamble, S. Schulman, J. Washington, W. Hypolite, L. Rivers, J. Neuwirth, J. Merritt, D. Seldon
NAY: None
ABSTAIN: P. DeLorenzo

The motion passes: 8-0-1

COUNCIL COMMENTS

Councilor DeLorenzo thanked the Interfaith Association and First Congregational Church for hosting the Martin Luther King Day Celebration held on January 18, 2016, very well attended. He also agreed with Councilor Hypolite regarding comments about tax abatement process review. Councilor DeLorenzo also encouraged residents to support the Bloomfield Food Bank.

Deputy Mayor Schulman stated that the public present during Citizens Statements & Petitions some good points about transparency issues with other town agencies. Deputy Mayor Schulman reassured residents that no agreements were made with the Town of Bloomfield and Niagara regarding confidentiality agreements.

Councilor Washington informed the Town Manager of resident concerns at 17 Craigmere Road. There are some concerns regarding an Eversource easement right. They also stated that glass and trash is always in the street and dogs roam around the neighborhood without leashes. Councilor Washington further stated that transparency on all levels with other town boards and commissions as well as from clarification from the State of Connecticut.

Councilor Hypolite commended Mayor Gamble on conducting the meeting. He also reiterated the importance of Council consensus on suggested tax abatement principles.

Councilor Rivers stated that the Niagara agreement was reasonable for all to agree. It was noted that the Council based their decision on what they thought was the best for the town.

Councilor Seldon commended the residents who were passionate about an issue they care about. They represent in record numbers and urged Council to pay close attention to the residents and their opinions.

ADJOURNMENT

At 11:12 p.m., it was moved by Councilor Washington, seconded by Councilor Neuwirth and voted unanimously to adjourn the meeting.