

**BLOOMFIELD TOWN COUNCIL**  
**Monday, January 12, 2015**  
**Council Chambers – 7:30 p.m.**

Sydney T. Schulman, Mayor  
Joan Gamble, 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. Public Safety – Councilor Joe Washington
  - E. Committee on Committees – Councilor Joe Washington
  - F. Finance – Councilor Wayne Hypolite
  - G. Land Use & Economic Development – Deputy Mayor Joan Gamble
- VI. Council Business
  - New Business:
    - FY 14/15-35: Consider and Take Action Regarding Adoption of 2015/2016 Budget Schedule
    - FY 14/15-36: Consider and Take Action Regarding Adoption of Resolution – Energy Performance Project: Capital Recurring Expenditures (CNRE) Fund Transfers
    - FY 14/15-37: Consider and Take Action Regarding Adoption of Resolution – Appropriating \$385,000 in the Town's Capital Non-Recurring Fund for Board of Education
    - FY 14/15-38: Discuss and Take Action on Tax Abatement for Deringer-Ney
    - FY 14/15-39: Consider and Take Action Concerning TFC Option Agreement

- VII. Report from Mayor and Town Manager
- VIII. Approval of Minutes
  - A. December 8, 2014
- IX. Council Comments
- X. Executive Sessions
  - A. Discussion Concerning Pending Claims and Litigation
- XI. Adjournment

TO: Town Councilors

FROM: Philip K. Schenck, Jr., Town Manager *PKS*

DATE: January 9, 2015

RE: FY 14/15-35: ADOPTION OF 2015/2016 BUDGET SCHEDULE

For planning and review purposes, below is a proposed schedule for our annual budget meetings. We have tried to avoid all religious conflicts as well as federal holidays. Please review this proposed schedule and if you wish to adopt it, the following motions would be in order.

*Move that the following schedule for the budget meetings for the 2015/2016 budget be approved.*

PROPOSED 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 2015/2016 budget on the following days:

\*\*\*\*\*

2015/2016 Budget Schedule  
Bloomfield Town Council

Tuesday, March 10 <sup>th</sup>	7:00 p.m.	Budget overview by Town Manager; Revenues, Expenditures and Capital Improvements
Thursday, March 12 <sup>th</sup>	7:00 p.m.	Planning; Boards & Agencies; Library; Senior Services; Social & Youth Services; and Leisure Services
Tuesday, March 17 <sup>th</sup>	7:00 p.m.	Board of Education; and Facilities & Public Works**
Thursday, March 19 <sup>th</sup>	7:00 p.m.	Public Hearing; Public Safety; General Government
Tuesday, March 24 <sup>th</sup>	7:00 p.m.	Council Deliberation/Action
Thursday, March 26 <sup>th</sup>	7:00 p.m.	Council Deliberation/Action (if needed)
Monday, May 4 <sup>th</sup>	7:00 p.m.	Annual Town Meeting***

Unless otherwise noted, all of the above meetings will be held during 2015 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 2015/2016.

\*\*Town Council Chambers  
\*\*\*Bloomfield High School Auditorium

PROPOSED - NOTICE OF SPECIAL MEETINGS  
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Unless otherwise noted, all of the above meetings will be held during 2015 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 2015/2016.

\*\*Town Council Chambers  
\*\*\*Bloomfield High School Auditorium

TO: Town Councilors

FROM: Philip K. Schenck, Jr., Town Manager 

DATE: January 9, 2015

RE: FY 14/15-36: ADOPTION OF RESOLUTION: ENERGY PERFORMANCE PROJECT: CAPITAL RECURRING EXPENDITURES (CNRE) FUND TRANSFERS

Please see the attached memorandum dated December 18, 2014 from Finance Director William Hogan regarding transferring unexpended appropriations to the new Energy Performance project, which you recently approved.

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

Move to adopt the following resolution:

***RESOLVED**, That the Bloomfield Town Council authorizes the transfer of the unencumbered balances from two previously approved capital improvement projects in the Town's Capital Non-Recurring Fund to the Energy Performance project.*

Project #	Transfer From	Amount	Project #	Transfer To	Amount
11713700	Town Hall HVAC	200,000	11732800	Energy Performance	305,985
11731700	Alvin Woods	105,985			
	Total	305,985		Total	305,985

Department of the Town Manager

INTEROFFICE MEMORANDUM

To: Philip Scherck, Town Manager

From: William J. Hogan, Director of Finance

Date: December 18, 2014

Re: Energy Performance Project: Capital Recurring Expenditures (CNRE) Fund Transfers

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Attached is a resolution transferring unexpended appropriations from two projects in the Capital Non-Recurring Fund to the new town facilities Energy Performance project, recently approved by the Town Council. The transfers which total \$305,985 represent the local share of the Energy Project which is also financed by lease proceeds and energy incentives for a project total of \$1.03 million.

Project #	Transfer From	Amount	Project #	Transfer To	Amount
11713700	Town Hall HVAC	200,000	11732800	Energy Performance	305,985
11731700	Alvin Woods	105,985			
	Total	305,985		Total	305,985

**RESOLVED**, That the Bloomfield Town Council authorizes the transfer of the unencumbered balances from two previously approved capital improvement projects in the Town's Capital Non-Recurring Fund to the Energy Performance project.

<b>Project #</b>	<b>Transfer From</b>	<b>Amount</b>	<b>Project #</b>	<b>Transfer To</b>	<b>Amount</b>
11713700	Town Hall HVAC	200,000	11732800	Energy Performance	305,985
11731700	Alvin Woods	105,985			
	<b>Total</b>	<b>305,985</b>		<b>Total</b>	<b>305,985</b>

TO: Town Councilors

FROM: Philip K. Schenck, Jr., Town Manager 

DATE: January 9, 2015

RE: FY 14/15-37: ADOPTION OF RESOLUTION: APPROPRIATING  
\$385,000 FOR BOE CAPITAL IMPROVEMENTS

Please see the attached memorandum from Finance Director Bill Hogan dated December 18, 2014 regarding appropriating \$385,000 in the Town's Capital Non-Recurring Fund for Board of Education capital improvements.

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

***RESOLUTION***

*WHEREAS, The Town Council on June 25<sup>th</sup> 2012, passed a resolution establishing a 'non-lapsing' account in accordance with the C.G.S. 10-248a for Board of Education capital improvements and*

*WHEREAS, The Bloomfield Board of Education has deposited \$385,000 into the Town's Capital Non Recurring Fund from its 2013-2014 budget operations, which supplements a previous amount of \$770,000 for a total of \$1,155,000, now therefore be it*

*RESOLVED, That the Bloomfield Town Council hereby appropriates the sum of \$385,000 within the Town's Capital Non-Recurring Fund to BOE Project 10-248a to fund capital improvements for board of education purposes and be it further,*

*RESOLVED, that the Board of Education provide to the Town Manager on an annual basis, a report of those project(s) funded under this appropriation.*

**Department of Finance**  
**INTER-DEPARTMENTAL MEMORANDUM**

To: Philip K. Schenck, Town Manager  
From: William J. Hogan, Director of Finance  
Date: December 18, 2014  
Re: Resolution appropriating \$385,000 in the Town's Capital Non-Recurring fund  
for Board of Education capital improvements

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Attached is a resolution appropriating \$385,000 within the Town's Capital Non-Recurring fund for Board of Education capital improvements. The Town Council, in 2012, passed a resolution which established a 'non-lapsing' account in accordance with the C.G.S. 10-248a for board of education capital improvements. This is the third year that the Board of Education has deposited funds into this account which will total \$1,155,000 with this deposit.

The \$385,000 is equal to 1 (one) per cent of the 2013-14 total budgeted BOE appropriation in accordance with C.G.S. 10-248a. There has been no expenditures from this account since inception.

## RESOLUTION

**WHEREAS**, The Town Council on June 25<sup>th</sup> 2012, passed a resolution establishing a 'non-lapsing' account in accordance with the C.G.S. 10-248a for Board of Education capital improvements and

**WHEREAS**, The Bloomfield Board of Education has deposited \$385,000 into the Town's Capital Non Recurring Fund from its 2013-2014 budget operations, which supplements a previous amount of \$770,000 for a total of \$1,155,000, now therefore be it

**RESOLVED**, That the Bloomfield Town Council hereby appropriates the sum of \$385,000 within the Town's Capital Non-Recurring Fund to *BOE Project 10-248a* to fund capital improvements for board of education purposes and be it further,

**RESOLVED**, that the Board of Education provide to the Town Manager on an annual basis, a report of those project(s) funded under this appropriation.

TO: Town Councilors  
FROM: Philip K. Schenck, Jr., Town Manager   
DATE: January 9, 2015  
RE: FY 14/15-38: TAX ABATEMENT FOR DERINGER NEY

Please see the attached memorandum dated January 9<sup>th</sup> from Assessor Walter Topliff regarding a tax abatement agreement with Deringer-Ney, Inc.

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

*Move to authorize Town Manager Philip K. Schenck, Jr., to enter into the Tax Abatement Agreement with Deringer-Ney, Inc.*

# Memorandum

**To:** Philip Schenck Jr., Town Manager  
**From:** Walter Topliff, Assessor  
**Date:** 1/9/2015  
**Re:** Tax Abatement Agreement Deringer-Ney, Inc.

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The town has been working with an existing Bloomfield company, Deringer-Ney, Inc., currently leasing the 98,000 sq.ft. facility at 2 Douglas Street to relocate within the town to update and expand their own facility. The company was originally founded in 1812 in Hartford as the JM Ney Company and relocated to Bloomfield in 1956. In 2002 JM Ney was purchased by Deringer-Ney, Inc.

Deringer-Ney, Inc. wishes to relocate to 2 Mucko Rd whose address will change to 353 Woodland Avenue upon transfer of the property. The Mucko Road site contains approximately 21 acres. There is a signed letter of intent with the property owner and a negotiated sale price in place. The proposed building would comprise 105,000 sq.ft. with a planned expansion up to an additional 100,000 sq.ft. to accommodate future consolidation and growth.

Deringer-Ney, Inc. manufactures custom-engineered high precision alloys, plastic and metal components serving multiple markets including automotive, medical, industrial electronics, aerospace/defense, and semiconductor testing. The company's total workforce comprises approximately 400 people, of which 142 are located in Bloomfield. The company currently employs skilled machine operators, engineers, toolmakers and scientists. They also offer entry level positions that offer training and apprenticeship programs for advancement.

These smaller manufacturing firms are the backbone of Bloomfield's industrial base. Deringer-Ney is committing to remain in Bloomfield by constructing their own building and possibly providing additional employment opportunities through expansion on the future site.

I have included a spreadsheet showing the impact of the abatement. I would certainly hope the Town Council would support this Agreement.

Deringer Ney Inc

Phase I

353 Woodland Ave  
 Land Value \$1,000,000  
 Building Value  
 105,000 Sq. Ft. (\$50/Sq.Ft.) \$5,250,000

Current Taxation Level  
 2 Mucko Rd  
 Current Asmt \* \$195,910  
 Taxes at 34.85 Mill I \$6,827.46  
 \*Property currently benefiting from PA 490 designation

Total Value \$6,250,000  
 Total Assessment (70%) \$4,375,000

Totals (Before & After Abatement)

	RE Taxes	PP Taxes	Total
Before Abatement	\$777,787.50	\$166,913.00	\$944,701
After Abatement	\$205,498.13	\$166,913.00	\$372,411
Net Tax Loss			\$572,289

Personal Property tax estimate is based on current level of net assessment plus 20%

Phase I	Estimated Mill Rate*	Percent Abated	Estimated Taxes Before Abatement	Abated Tax Amount	Total Taxes After Abatement	Est Personal Property Taxes	Bldg Permits	Total Received Taxes + Permit Fees
Yr 1	0.03485	100%	\$152,468.75	\$152,468.75	\$0.00	\$36,388	\$172,500	\$208,888.00
Yr 2	0.0352	100%	\$154,000.00	\$154,000.00	\$0.00	\$34,925		\$34,925.00
Yr 3	0.03555	100%	\$155,531.25	\$155,531.25	\$0.00	\$33,416		\$33,416.00
Yr 4	0.03591	50%	\$157,106.25	\$78,553.13	\$78,553.13	\$31,879		\$110,432.13
Yr 5	0.03627	20%	\$158,681.25	\$31,736.25	\$126,945.00	\$30,305		\$157,250.00
<b>Totals</b>			<b>\$777,787.50</b>	<b>\$572,289.38</b>	<b>\$205,498.13</b>	<b>\$166,913</b>	<b>\$172,500</b>	<b>\$544,911.13</b>

\* Estimated Mill rate increases 1% per year

Current address of proposed building site is 2 Mucko Rd. Address will be changed when developed to 353 Woodland Ave

TAX ASSESSMENT AGREEMENT

This TAX ASSESSMENT AGREEMENT ("Agreement") made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between the Town of Bloomfield ("Town"), a municipal corporation located in the County of Hartford and State of Connecticut, and Deringer-Ney Inc. (DNI). Having its offices at 2 Douglas Street, Bloomfield, Connecticut 06002.

WITNESSETH

WHEREAS, DNI. proposes to construct a new 107,000 square foot building ("Building") located at 353 Woodland Avenue (Lot # 1524 (the "Property") for \$11,500,000; and

WHEREAS, DNI may also construct a 50,000 square foot addition to the "Building" ("Expanded Facility"); and

WHEREAS, the Property currently contains twenty-one (21) acres of land and is improved with one (1) building consisting of 1,676 square feet (the "Original Building"); and

WHEREAS, DNI. intends to increase employment from 142 to 218 over the next five years; and

WHEREAS, DNI. agrees to continuously own the Property that is covered by this Agreement for uses which include office, manufacturing and warehouse uses; and

WHEREAS, Section 12-65b. of the Connecticut General Statutes provides that a municipality may enter into a written agreement with an owner of real property to fix the assessment for a period of not more than seven years, provided the cost of such improvements to be constructed is not less than three million dollars. and

WHEREAS, this Agreement has been approved by an affirmative vote of the legislative body of the Town of Bloomfield in accordance with Connecticut General Statutes 12-65b. on XXXXX, 2014; and

WHEREAS, this Agreement was approved to commence effective October 1, 2016:

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

Pursuant to action of the legislative body, real estate taxes paid by DNI. to the Town during the period of the Agreement shall be fixed per the following assessment schedule applied to the Property.

1. FIXED ASSESSMENT PERIOD - Phase I

The 5 year abatement period shall commence with the taxes due on the first assessment year in which the Building or any portion thereof, can be assessed and shall be for a full five year tax payment period, notwithstanding the date a certificate of occupancy is issued for the facility.

Year 1	(FY 17-18)	Grand List Year 2016	100% of increase assessment related to the improvements constructed
Year 2	(FY 18-19)	Grand List Year 2017	100% of increase assessment related to the improvements constructed
Year 3	(FY 19-20)	Grand List Year 2018	100% of increase assessment related to the improvements constructed
Year 4*	(FY 20-21)	Grand List Year 2019	50% of increase assessment related to the improvements constructed
Year 5	(FY 21-22)	Grand List Year 2020	20% of increase assessment related to the improvements constructed

\* In year four, the Town is scheduled to perform a revaluation. At this time, the Town will develop a new value for the "Property" and then apply the 50% abatement to the new assessment total.

Expanded Facility - A 50% abatement period shall commence with the taxes due on the expanded facility in the first assessment year after the completed Expanded Facility has been issued a Certificate of Occupancy and shall run for 3 years thereafter. This abatement shall only apply with respect to any assessment relating to this expanded portion of the facility and shall only be applicable if the Expanded Facility is completed,

and has been issued a Certificate of Occupancy, within 5 years of the completion of Phase I.

2. CONTINGENCIES

The Town shall not be bound by this Agreement unless:

- a. All Town and fire district taxes are paid when due.
- b. All requirements of Connecticut General Statutes 12-65b have been satisfied.

3. REPRESENTATIONS

The Town has entered into this Agreement on the basis of representations by DNI that they will continue to own the Property for the term of this Agreement.

Failure of DNI to own and fully occupy and maintain full operations within the Building, and the Expanded Facility added thereto, at any time during the term of the Agreement will result in its termination. The Property and Building, including the Additional Building, then would be assessed, as provided for below in Section 4, on the basis of its fair market value in accordance with Connecticut General Statutes 12-62.

4. PENALTY

In the event that DNI ceases to fully occupy and maintain full operations, or sells all or a portion of the Property prior to the expiration of the Agreement period all prior tax benefits granted herein shall become immediately due and payable, and DNI and its successors and assigns shall be liable for full taxation, based upon full assessment, during the period of this Agreement. In addition, all tax amounts previously abated shall become due and payable with interest at the rate of eighteen (18%) percent, to be determined from the date said taxes would have been due and payable had this Agreement not been in effect. Such total amount shall constitute a tax lien upon the Property and improvements thereon, or any other property owned by DNI.

5. VALUATIONS

As an inducement for the Town to enter into this Agreement, DNI accepts as correct, the value placed on the Property and improvements by the Town on the October 1, 2016 Grand List.

DNI waives any right to appeal said valuation under Connecticut General Statutes 12-111, 12-117a, 12-118, 12-119, or 12-121bb, as revised, until the earlier of the next succeeding revaluation, or until this Agreement becomes null and void, as herein provided. The purpose of this clause is to assure the Town shall be entitled to collect all taxes levied on the assessments, as provided for above.

6. CONDEMNATION

In the event the Property, or any part thereof, or any estate therein, is taken by condemnation or eminent domain during the said Fixed Assessment Period, the applicable fixed assessments specified in above shall be adjusted to reflect the diminution of value arising out of said taking, in the manner provided by state and local laws.

7. FIRE OR OTHER CASUALTY

In the event the Property or the Improvements thereon are damaged or destroyed by fire or other casualty during the Fixed Assessment Period, the applicable fixed assessments shall be adjusted to reflect the diminution of value arising out of said fire or other casualty, in the manner provided by state and local laws.

DNI shall provide the Town on the date hereof and annually thereafter, until the completion of the Fixed Assessment Period, a certificate of fire and casualty insurance for the Property and Improvements.

8. HOLD HARMLESS AND INDEMNIFICATION

DNI and the Town each agree to hold harmless and indemnify the other from any actions, claims or suits arising from the breach by the other party of any of the terms or conditions of this Agreement.

Any attorney's fees and costs incurred by the Town associated with the collection of any monies under this Agreement shall be paid by DNI its successors and assigns.

9. AMENDMENTS

This Agreement may only be amended by mutual consent of the parties and any amendments to this Agreement shall be in writing and duly executed and dated by the respective parties.

10. COMPLETE AGREEMENT

This Agreement represents the entire and complete understanding of the parties and any and all prior written or oral agreements not otherwise contained in this Agreement shall be and are null and void and of no force or effect.

11. ASSIGNABILITY

This Agreement is made with DNI and is not transferable or assignable to any other party. Any transfer shall render this Agreement void, and the penalty provided for in Section 4 hereof shall be imposed.

12. EFFECTIVE DATE

This Agreement shall become effective upon signing, and shall apply to the Town's Grand List effective October 1, 2016 and thereafter.

TOWN OF BLOOMFIELD

Deringer-Ney, Inc..

By: \_\_\_\_\_  
Philip Schenck, Jr.  
Town Manager  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

TO: Town Councilors  
FROM: Philip K. Schenck, Jr., Town Manager   
DATE: January 9, 2015  
RE: FY 14/15-39: TFC OPTION AGREEMENT

The above item was placed on the agenda at the request of Attorney Needelman. TFC Housing Corporation has requested modifications to the Agreement.

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

*Move to approve the changes as outlined in the Second Amended and Restated Option Agreement between the Town of Bloomfield and TFC Housing Corporation.*

**SECOND  
AMENDED AND RESTATED  
OPTION AGREEMENT**

This Second Amended and Restated Option Agreement (the "Option") executed in duplicate, effective as of the \_\_\_ day of January, 2015 ("Effective Date"), by and between the Town of Bloomfield (the "Seller"), and TFC Housing Corp., a non-profit corporation with its principal place of business in the Town of Bloomfield, County of Hartford and State of Connecticut (the "Buyer").

Whereas the parties entered into an Option Agreement as of September 1, 2012;  
and

Whereas the parties amended the Option Agreement as of March 28, 2013; and

Whereas the parties entered into an Amended and Restated Option Agreement on the 15<sup>th</sup> day of August, 2013 which was amended on April 1, 2014 by First Amendment to Amended and Restated Option Agreement.

Whereas the parties desire to further amend and restate the Option Agreement by way of a Second Amended and Restated Option Agreement.

Now therefore, in consideration of \$1.00 and other good and valuable consideration, the receipt of which is acknowledged, the Seller does hereby give and grant to the Buyer the exclusive right, privilege and option to purchase up to six and two-tenths (6.2) acres of land located on the westerly side of Douglas Street in the area where Douglas Street turns toward Britton Drive and Blue Hills Avenue, as more particularly shown on a map in which the subject property is highlighted in red on **Schedule A** annexed hereto, the real estate (the "Premises") upon the following terms and conditions.

1. Purchase Price.

(a) The price of the Premises shall be One Hundred Ninety-Five Thousand (\$195,000.00) Dollars.

(b) Notwithstanding the purchase price of One Hundred Ninety-Five Thousand (\$195,000.00) Dollars referenced in Paragraph 1(a), it is understood and agreed by the parties that in no event shall the purchase price exceed the appraisal figure as determined by any one of the following MAI appraisers, all of whom are acceptable to both parties: Tom Henry, Miles Andrew and Fred Richards. The selected appraiser must be approved by, or on a list of approved appraisers, of the funding agencies, and a different appraiser will be selected jointly by the Buyer, the funders and the Seller if these named appraisers are not acceptable to the funders. The Buyer shall have no obligation to retain any of the appraisers until it receives a notice of funding award from the State of Connecticut Department of Housing ("DOH"). The appraisal may be ordered and contracted with the Buyer or directly with a project funder, as may be required by the project funders. In any event, a copy of the appraisal will be promptly provided to the Seller.

2. Option Payment. The total price to be paid to the Town of Bloomfield for the Option is Forty Four Thousand (\$44,000.00) Dollars if all of the option extensions are exercised as described below in Paragraph 3, of which Six Thousand (\$6,000.00) Dollars has been paid to date, leaving a balance due of Thirty Eight Thousand (\$38,000.00) Dollars. This sum is due and payable only upon receiving pre-development funding. When funding occurs the Buyer shall promptly pay the balance of the Option price that is due at that time, and this sum shall be credited against the purchase price as determined in Paragraphs 1a and 1b.

3. Term of Option Reports.

(a) An Option, granted under the Amended and Restated Option Agreement (Fourth Extension) was previously exercised for six (6) months on or before August 31, 2014, and is in effect until 5:00 p.m., February 28, 2015. The total Option payments due through and including this Fourth Extension is \$26,000, of which \$6,000 has been paid to date.

(b) This Option may be extended for an additional period of six (6) months to 5:00 p.m., August 31, 2015 (Fifth Extension), provided as a condition precedent, the Buyer notifies the Seller of its intention to renew the Option by 5:00 p.m. on or before February 28, 2015 and provides an additional Option payment of \$6,000.

(c) This Option may be extended for an additional period of six (6) months to 5:00 p.m., February 28, 2016 (Sixth Extension), provided as a condition precedent, the Buyer notifies the Seller of its intention to renew the Option by 5:00 p.m. on or before August 31, 2015 and provides an additional Option payment of \$6,000.

(d) This Option may be extended for an additional period of six (6) months to 5:00 p.m., August 31, 2016 (Seventh Extension), provided as a condition precedent, the Buyer notifies the Seller of its intention to renew the Option by 5:00 p.m. on or before February 28, 2016 and provides an additional Option payment of \$6,000.

(e) The Buyer or its consultant shall provide a status report ("Report") every three months, with the first Report commencing every three months at the commencement of each of the Fifth, Sixth, and Seventh Extension Periods, (assuming the Extension Options are exercised) containing information and data describing the progress being made in obtaining funding for the purchase of the real estate, including professional studies, investigations and related matters. A Timeline dated as of December 1, 2014 is annexed hereto as **SCHEDULE B** which shall be updated from time to time and attached hereto.

4. Inspection and Investigation. During the pendency of this Agreement, the Buyer is granted, at Buyer's expense, a license to enter upon the Premises from time to time during the pendency of this agreement, to make such inspections and investigations as it deems necessary or appropriate to determine (a) the nature and extent of wetlands on the Premises, (b) the extent of any environmental, toxic or hazardous waste issues, (c) evidence of any underground storage tanks, and (d) the nature of subsurface conditions, and the suitability of the Premises for a multi-family residential complex. The Buyer may designate its contractors, engineers, architects and consultants (collectively ("Agents")) to

act on its behalf. The Buyer shall be responsible for restoring the Premises to its condition (as nearly the same as can be done) prior to any such entry, and shall indemnify and hold the Seller harmless from any liability due to claims, lawsuits, fines or penalties due to the negligence, carelessness or willful misconduct of the Buyer or any of its Agents. The Buyer, prior to such entry, shall provide the Seller with a certificate of public liability insurance in an amount not less than two million dollars, naming the Seller as an additional insured.

5. Payment of Consultants and Other Professionals. No consultants or professionals will be paid any fees until the Buyer has received initial funding and the Buyer shall have paid the Seller the balance of the Option payment then due.

6. Notices. All notices or demands made pursuant to this Option shall be sent by certified mail or overnight delivery by a nationally recognized overnight delivery service (such as FedEx or UPS) sent as follows:

Buyer: TFC Housing Corp.  
1151 Blue Hills Avenue  
Bloomfield, CT 06002  
Attention: Linda Martin, President

with a copy to: Martin A. Clayman, Esquire  
945 Hopmeadow Street  
Simsbury, CT 06070

Seller: Town of Bloomfield  
800 Bloomfield Avenue  
Bloomfield, CT 06002  
Attention: Philip K. Schenck, Jr., Town Manager

with a copy to: Marc Needelman, Esquire  
800 Cottage Grove Road # 313  
Bloomfield, CT 06002

7. Conditions Precedent to Seller's Obligation to Sell the Real Estate.

Notwithstanding Buyer's exercise of its option to purchase, the Seller shall not be obligated to sell the Premises to the Buyer unless and until the following conditions have been satisfied in the sole and absolute discretion of the Seller.

a. The sale of the Premises shall be in compliance with the provisions in C.G.S. §8-24.

b. All necessary state and municipal government approvals shall have been obtained at Buyer's expense.

c. Buyer shall have obtained a commitment from the Department of Housing or other recognized state or federal agency to finance the development of a housing project for the elderly consisting of approximately 40 units.

d. The Buyer does, and shall continue to, represent and warrant that, to the extent permitted by any state or federal law, rule, or regulation, it will give priority status to qualified residents of the Town of Bloomfield in connection with any application to lease an apartment at the facility which is expected to be a low income senior housing complex wholly or partially funded by a state or federal agency.

8. Real Estate Taxes. If the Bloomfield Town Council shall pass a resolution permitting the Town of Bloomfield to enter into a PILOT or similar program in lieu of real estate taxes with the Seller, the parties shall negotiate in good faith the mutual satisfactory payment of real estate taxes (PILOT) agreement, assessment fixing agreement or abatement.

9. Failure to Exercise Option.

a. If the Buyer has not notified the Seller by 5:00 P.M. on the Initial Option exercise date, or, if extended, the First Extension Option exercise date, or if extended, the Second Extension Option exercise date, or if extended, the Third Extension option exercise date, or if extended, the Fourth Extension Option exercise date, or if extended the Fifth Extension Option exercise date or if extended, the Sixth Extension Option exercise date, or if extended, the Seventh Extension Option exercise date, as the case may be, the consideration paid to the Seller pursuant to the terms of this Option Agreement shall be retained by the Seller, and the then current Option will automatically terminate and neither party shall have any further rights or claims against, or liabilities to, the other, except as provided for in Paragraph 4.

b. If the Buyer does not exercise any permitted Option, all studies, surveys, and the like, which shall not have been, as of the effective date hereof, previously delivered to the Seller, shall be delivered to the DOH; with copies being simultaneously provided to Seller.

10. Notice of Exercise. To exercise the Option, the Buyer shall deliver a written notice to the Seller fixing a date for the closing of title to the property described in **Schedule A** which date is here referred to as the "Time of Closing". The Time of Closing shall be not more than ninety (90) days from the date the Option has been exercised.

11. Closing. The closing of this transaction shall be at such other place as the parties and the financing agency shall mutually agree.

12. Manner of Payment of Purchase Price. The purchase price described in Paragraph 1 shall be paid by wire transfer to an account designated by the Seller, or by certified check or bank check at the closing. Credit shall be given for all previous option payments.

13. Assignment. This Option shall not be assignable by the Buyer without the prior written permission of the Seller, which permission may be granted or denied in the sole and absolute discretion of the Seller; provided, however, this Option may be assigned to a different entity with at least a majority of the same officers and directors if the funding source makes it a condition of approval.

14. Broker. The Buyer and the Seller represent to each other and agree that no broker or agent participated and/or brought about this transaction. In the event any broker or agent claims a commission as a result of the actions of the Buyer, its agents, servants or employees, said commission shall be payable by the Buyer, and the Seller shall be indemnified and held harmless by the Buyer from and against any such claims. The Seller shall pay to, or hold the Buyer harmless from, any broker who claims a commission is due to the actions of the Seller.

15. Recording Option. The Buyer shall not record this Option in the Town Clerk's office of the Town of Bloomfield or elsewhere; and if the Buyer records this Option in violation of this agreement, the rights, powers and privileges of the Buyer under this Option shall terminate automatically, and the Seller shall retain all payments made by the Buyer on account of the purchase price.

16. Entire Agreement. This Option represents the entire agreement between the parties. No representations, warranties or promises pertaining to this Option or any property affected by this Option have been made by, or shall be binding upon, any of the parties, except as expressly stated in this Option. This Option may not be amended or modified orally.

17. Construction. The interpretation, construction and performance of this contract shall be governed by the laws of the State of Connecticut.

18. Benefit. Except as restricted by Paragraph 13, this Option shall inure to the benefit of, and shall bind the successors and assigns of the respective parties.

19. Transfer of Title. (a) If the Option is exercised, the Seller agrees to convey title to the Premises by quitclaim deed subject to all encumbrances of record, to building, building line, zoning restrictions and to all public and private laws and regulations, such state of facts as an accurate survey would disclose and to any easements and restrictions as of record appear ("Permitted Encumbrances"); (b) In the event that a title search reveals that the Seller is, or will be, unable to convey marketable or insurable title to the Buyer free and clear of encumbrances except Permitted Encumbrances, the Buyer shall inform the Seller in writing, and the Buyer shall grant the Seller a period of 60 days to rectify any and all title defects. If the Seller is unable or unwilling to remedy such title defect so that the Seller is able to convey marketable title and/or insurable title excluding, however, Permitted Encumbrances, then the Buyer may cancel this Agreement and have all Option payments returned, after which this Agreement shall be null and void and neither party shall have any further obligation to the other, except as provided for in

Paragraph 4; (c) As long as this Option is in full force and effect, the Seller agrees it will not convey or voluntarily encumber all or any portion of the Premises.

20. Authorization. Both the Seller and the Buyer shall obtain such approvals, resolutions and authorizations from their various boards and commissions and/or corporate bodies to enable this transaction to be consummated by the parties.

**SEE THE FOLLOWING PAGE FOR SIGNATURES**

IN WITNESS WHEREOF, the parties have hereunto caused their hands to be set as of the date first above written.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SELLER  
TOWN OF BLOOMFIELD

By: \_\_\_\_\_  
Philip K. Schenck, Jr.  
Its Town Manager

BUYER  
TFC HOUSING, CORP.

By: \_\_\_\_\_  
Linda Martin  
Its President

STATE OF CONNECTICUT )

) ss. Bloomfield , 2015

COUNTY OF HARTFORD )

Personally appeared Philip K. Schenck, Jr., Town Manager of the Town of Bloomfield, signer and sealer of the foregoing instrument, who acknowledged the same to be his free act and deed and the free act and deed of said municipal corporation before me.

\_\_\_\_\_  
Notary Public

Commissioner of the Superior Court

STATE OF CONNECTICUT )

) ss. Bloomfield , 2015

COUNTY OF HARTFORD )

Personally appeared Linda Martin, President of TFC Housing Corp., signer and sealer of the foregoing instrument, who acknowledged the same to be her free act and deed as President and the free act and deed of said corporation before me.

\_\_\_\_\_  
Notary Public

Commissioner of the Superior Court

DRAFT

BLOOMFIELD TOWN COUNCIL

There was a regular meeting of the Bloomfield Town Council held at 7:30 p.m. on Monday, December 8, 2014 in Council Chambers, Bloomfield Town Hall, 800 Bloomfield Avenue, Bloomfield, CT.

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

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

Absent was: Councilor Derrick Seldon and Patrick DeLorenzo

PLEDGE OF ALLEGIANCE

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

ANNOUNCEMENTS & PRESENTATIONS

Presentation of Recognition Certificate to Bloomfield United Methodist Church

Deputy Mayor Gamble and Councilor Joel Neuwirth presented a certificate of recognition to Bloomfield United Methodist Church for their Community Soup Kitchen. Mr. Michael Swain accepted the certificate on behalf of the church congregation. Mr. Swain stated that over 140 meals are served every Saturday morning.

Presentation of Citizen's Award by Chief Paul Hammick to Mr. Quincy Cole

Chief Paul Hammick presented Mr. Quincy Cole with a Citizen's Award for his bravery and quick response to an automobile accident at the intersection of Blue Hills Avenue and Cottage Grove Road. On August 25, 2014, Mr. Cole was the first responder to a pediatrician who was hit by a vehicle at one of the busiest intersections in town. Officer Chris Collins submitted a request to recognize Mr. Cole for his efforts in assistance to this victim.

**Presentation by Lieutenant James Salvatore regarding Spring 2015 Citizen's Police Academy**

Lieutenant James Salvatore announced and encouraged residents to participate in the upcoming Spring 2014 Citizen's Police Academy, beginning on February 24, 2014 – May 12, 2014. The training sessions will be held on Tuesday evening's beginning at 7:00 p.m.

**CITIZENS STATEMENT & PETITIONS**

There were no citizen statements and/or petitions.

**REPORT FROM COUNCIL SUBCOMMITTEES**

Administration & Education – Councilor Rivers updated the Council on the last meeting held on December 1, 2014. The committee discussed details regarding the request for proposal for town signage program, status updates on goals for the Town Manager and extensive discussion regarding the town's Affirmative Action Plan.

Golf – The next meeting will be held on Monday, December 22, 2014 at 6:00 p.m.

Public Safety – Councilor Washington will give a detailed report of the last subcommittee meeting at the next Council meeting, Monday, January 12, 2015.

Land Use & Economic Development – The next subcommittee meeting will be held on Tuesday, December 16, 2014 at 7:00 p.m.

Finance - The next subcommittee meeting will be held on Monday, December 15, 2014 at 6:30 p.m. to discuss the status update regarding the town's debt service and legislation for school reimbursements.

**ADDITIONS TO THE AGENDA**

**It was moved by Councilor Merritt, seconded by Councilor Washington and voted unanimously to add FY 14/15-34: Consider and Take Action on the Proposed Settlement between the Town of Bloomfield and the Police Union regarding benefits.**

**COUNCIL BUSINESS**

**NEW BUSINESS**

**FY 14/15-32: Discussion and Take Action Regarding Adoption of Resolution (Tax Exempt Lease Purchase Financing for Energy Conservation Measures)**

**It was moved by Deputy Mayor Gamble, seconded by Councilor Washington and voted unanimously to adopt the following resolution:**

**TOWN OF BLOOMFIELD**  
**RESOLUTION AUTHORIZING A LEASE PURCHASE FINANCING OF THE**  
**ENERGY CONSERVATION SAVINGS PROJECT**

RESOLVED,

- (a) That the Town of Bloomfield undertake a lease-purchase financing of a portion of the cost of the installation of energy conservation measures, including related equipment installation, at certain Town owned facilities, in a principal amount not to exceed FIVE HUNDRED SEVENTY THOUSAND TWO HUNDRED FIFTY DOLLARS (\$570,250), for a term not in excess of 16 years, with the first payment to be made in the 2015/2016 fiscal year. The project may include acquisition and installation costs, equipment, legal fees, construction period interest and other financing costs, and other expenses related to the acquisition and financing of the project.
- (b) That the Town hereby declares its official intent under Federal Income Tax Regulation Section 1.150-2 that any project costs paid from temporary advances of available funds will be reimbursed with the proceeds of a lease financing in an aggregate principal amount not in excess of the amount of the lease authorized for the project; and to authorize the Town Manager to amend such declaration of official intent as said official deems necessary or advisable and to bind the Town pursuant to such representations and covenants as said official deems necessary or advisable in order to maintain the continued exemption from federal income taxation of the interest portion of any payments due under the lease authorized by the resolution if issued on a tax-exempt basis, including covenants to pay rebates of investment earnings to the United States in future years;
- (c) That the Town Manager is authorized to approve, execute and deliver on behalf of the Town any lease purchase agreement and any certificates or documents related to the project or the financing and is authorized to determine the amounts, dates, interest rates, maturities, prepayment terms, form and other details of the lease purchase agreement; and to perform all other acts and execute all other documents which are necessary or appropriate to enter into the lease-purchase agreement; and

- (d) That the Town Manager, and other proper officers and officials of the Town are authorized to take any other action which is necessary or desirable to enable the Town to complete the project and to effect the aforesaid lease purchase financing.

**FY 14/15-33: Discussion and Possible Action Regarding Ratification of Lisa Lane Lease**

**It was moved by Councilor Neuwirth, seconded by Deputy Mayor Gamble and voted unanimously to approve the following resolution:**

RESOLVED:

That Philip K. Schenck, Jr., Town Manager, is hereby authorized to enter into the lease dated December 5, 2014 (a copy of which is attached to this Resolution) with Desmond Samuda concerning 10.477 acres, more or less, for the land located at Lisa Lane to be used solely for cultivation of crops and for operation of a roadside stand, at such time as Mr. Samuda has fulfilled all requirements of said lease, including, but not limited to applicable insurance provisions.

**FY 14/15-34: Consider and Take Action on the Proposed Settlement between the Town of Bloomfield and the Police Union regarding benefits**

**It was moved by Councilor Merritt, seconded by Deputy Mayor Gamble and voted unanimously to approve the proposed settlement between the Town of Bloomfield and the Police Union regarding pension and medical benefits.**

Mayor Schulman made a friendly amendment to obtain clarification of the local union number by Labor Counsel.

**REPORT FROM MAYOR AND TOWN MANAGER**

**Mayor's Report**

- On November 30, 2014, a candlelight vigil was held at First Congregational Church by the Bloomfield Interfaith Clergy Association to promote peace against violence. Approximately 30 individuals were in attendance at this event.
- On December 1, 2014, Concetta's Italian Restaurant celebrated their new grand opening at their new location of 12 Mountain Avenue near Ocean State Job Lot.

- On December 4, 2014, the Leisure Services department sponsored “Colors of the Season”, lighting of the town’s Christmas trees and host of family activities.
- On December 5, 2014, the Senior Services department hosted a “Breakfast with Leaders”, in which Town Council members participated in an interactive discussion with seniors about town issues and events.
- On December 7, 2014, the League of Women Voters sponsored a meet and greet reception for elected officers in the Greater Hartford region.
- On December 10, 2014 at 8:00 a.m., a meeting of mayors in the Greater Hartford region will be held at the Hartford Public Library – Albany Avenue Branch.
- In addition, on December 10, 2014 at 11:00 a.m., a meeting is scheduled with Capitol Workforce Partners, in which Councilor Washington and Sharron Howe will be in attendance.
- Also, on December 10, 2014 at 12:00 noon, a policy board meeting is scheduled at Capitol Region Council of Governments (CRCOG).
- On December 11, 2014 at 7:30 a.m., a meeting will be held at St. Thomas Seminary to discuss the status and state of Bloomfield Public Schools.
- On December 13, 2014 from 9:00 a.m. – 1:00 p.m., Sacred Heart Church and the Bloomfield Lions Club will sponsor an “All You Can Eat Pancake Breakfast with Santa”. The cost is \$5.00 per person.
- On December 21, 2014 at 2:00 p.m., the Rehoboth Church of God will dedicate their newly renovated lower level.

### **Town Manager’s Report**

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

- On December 8, 2014, Mr. Schenck met with the Bloomfield Business Center Association, in which he received great feedback regarding support from the town and the status of business in the area.

- Mr. Schenck gave an update on the CCM – Prescription Drug Program. Since July 2013, there were 472 claims and approximately \$16,891 in savings (\$35.78 per claim) by residents.
- Mr. Schenck reported that the town audit report has been completed. He also stated that the monthly financials reported a savings of approximately \$170,000, mostly from building permit requests.
- The Bloomfield Police Department has launched a Police Citizen’s Survey to obtain information from the public regarding their satisfaction with police services.
- The town’s re-evaluation process is progressing smoothly. Hearings are being held for approximately 40-45 properties (residential) in the next few weeks.
- The next Economic Development Commission meeting will be held on December 9, 2014 at 8:30 p.m.

### **APPROVAL OF MINUTES**

It was moved by Deputy Mayor Gamble, seconded by Councilor Neuwirth voted unanimously to approve the amended minutes of November 24, 2014.

### **COUNCIL COMMENTS**

All Council members wished everyone a Happy Holiday season and a prosperous New Year!

Councilor Merritt reminded everyone that the Town of Bloomfield is a heart safe community.

Councilor Hypolite encouraged residents to participate in the Police Citizen’s Academy. He also commended Councilor Rivers and the Council on their steadfast approach regarding the Affirmative Action Plan discussions. It was noted that this plan has goals to improve the overall workforce in town to be reflective of the overall community.

Councilor Rivers is excited to continue working on the town’s Affirmative Action Plan.

Mayor Schulman stated the importance of learning CPR to save lives. He also encouraged residents to continue to donate to the local food and fuel banks.

### EXECUTIVE SESSION

At 7:45 p.m., it was moved by Councilor Merritt, seconded by Deputy Mayor Gamble and voted unanimously to go into Executive Session A-Discussion concerning Labor Relations Issues with the Labor Counsel, Town Council, Town Manager, Assistant to the Town Manager, Director of Finance and the Director of Human Resources.

At 8:15 p.m., it was moved by Councilor Rivers, seconded by Deputy Mayor Gamble and voted unanimously to exit Executive Session A.

### ADJOURNMENT

It was moved by Deputy Mayor Gamble, seconded by Councilor Neuwirth and voted unanimously to adjourn the meeting at 9:10 p.m.