



**SPECIAL COMMON COUNCIL MEETING
REPORTS:
COVID-19 UPDATE REPORT
AND
REPORT ON BOARD OF EDUCATION/ CITY SPLIT, EFFECTIVE JULY 1, 2022
AND
QUESTIONS TO DIRECTORS WORKSHOP**

**MONDAY, MARCH 7, 2022
6:00 PM**

MINUTES

A Special Meeting of the Common Council of the City of Middletown, Questions to Directors, was held on Monday, March 7, 2022, beginning at 6:00 PM. This meeting was a hybrid meeting with in-person participation in the Common Council Chamber and remote access via WebEx. The meeting was also simultaneously livestreamed on local cable access television, on the City's webpage and on the City's Facebook page.

Present:

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| Councilwoman Jeanette Blackwell | Councilman Anthony Mangiafico |
| Councilwoman Meghan Carta | Councilman Edward McKeon |
| Councilman Grady Faulkner, Jr. (Arrived 6:08 PM) | Councilman Eugene Nocera |
| Councilman Darnell Ford | Councilman Philip Pessina |
| Councilman Anthony Gennaro, Sr. | Councilwoman Linda Salafia |
| Councilman Vincent Loffredo | |

Mayor Benjamin D. Florsheim, Chair
Daniel Ryan, Esq. Corporation Counsel
Linda Reed, Clerk of the Common Council
Officer Kurt Scrivo, Sargent-at-Arms

Absent: Councilman Edward Ford, Jr.

Also Present:

Arts & Culture – Kisha Michael, Coordinator
Assessor – Damon Braasch, CCMA II
City & Town Clerk – Ashley Flynn-Natale, CCTC
Communications – Wayne Bartolotta, Director
Economic & Community Development – Joseph Samolis, Director
Equal Opportunity & Diversity Management – Faith Jackson, Director
Finance & Revenue Services – Carl Erlacher, CPA, Director
Fire Department – Jay Woron, Fire Chief
General Counsel – Brig Smith, Esq.
Health Department – Kevin Elak, Acting Director
Library – Ramona Burkey, Director
Mayor's Chief of Staff – Barbara Knoll Peterson
Police Department – Chief Erik Costa
Public Works – Christopher Holden, PE, Acting Director
Public Works – Rohan Manning, Acting Deputy Director
Recreation & Community Services – Catherine Lechowicz, Director
Technology Services, Bryan Skowera
Water & Sewer Department -- Joseph Fazzino, Director
Youth Services – Justin Carbonella, MPA, Coordinator

Absent: Human Resources – Justin Richardson, Director
Land Use – Marek Kozikowski, Director

Public: on: unknown WebEx: 1 Facebook: unknown

1. Call to Order

Mayor Benjamin Florsheim calls the meeting to order at 6:03 PM. He welcomes everyone to the Special Meeting of the Common Council, Questions to Directors, including some special reports. The Chair asks Councilman Philip Pessina to lead the Common Council in the Pledge of Allegiance.

The Clerk of the Common Council reads the Call of the Meeting and the Chair declares the call a legal call and the meeting a legal meeting.

2. Reports

The Chair notes that this meeting will include the Common Council Questions to Directors as well as the monthly Covid update from the Acting Health Director. The Chair asks for a motion to that effect.

A. Motion to waive the Common Council Rules of Procedure to receive special reports -- Health Department Covid-19 Update Report and Office of General Counsel Report on the Board of Education/City Split, Effective July 1, 2022 -- and, if needed, ask questions about these reports, items which are not on the Common Council's Regular Meeting agenda.

APPROVED

Councilman Eugene Nocera moves to waive the Common Council *Rules of Procedure* to receive special reports -- Health Department Covid-19 Update Report and Office of General Counsel Report on the Board of Education/City Split, Effective July 1, 2022 -- and, if needed, ask questions about these reports, items which are not on the Common Council's Regular Meeting agenda. Councilman Philip Pessina seconds the motion.

There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 11-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia; ABSENT: Councilman E. Ford). The matter is approved

B. Covid-19 Update Report -- Acting Health Department Director Kevin Elak

Acting Health Director Kevin Elak states that this update will provide the current status. He notes that the weekly report was sent out over the weekend.

A major change in the past couple of weeks is that CDC (Center for Disease Control) changed the tool for measuring community risk by county. Since 2020, they have used two (2) metrics to measure community risk: cases per 100K and test positivity. At this stage of the pandemic, with better pharmaceuticals to combat the virus, they now use different metrics to determine risk, it is now looking at number of hospitalizations in a 7-day period and the number of inpatient beds that are staffed per 7-day period occupied by positive Covid, and cases per 100K. Looking at these three (3) metrics, which were introduced on February 24th, most of Connecticut and a good part of the country, moved from red risk level to yellow or green risk level. Last Friday, Middlesex County moved to a low risk level. This means that we can start thinking about taking less measures that we were doing in the past like mandatory masks. Where we are right now, we don't want to drop all mitigation measures. We still know that vaccination is one of the most important things you can do to prevent serious illness or worse. It is still recommended for people, who are certain populations, people, who are high risk or who cannot get vaccinated, may want to wear a mask in certain situations. He carries a mask with him and puts into consideration where he is going: the number of people in the place he is going, the ventilation – if there are high ceilings like a major shopping place of business -- he feels better with that and a lot of air movement. If he going into small quarters with a lot of people and he does not know vaccination status, this is the place where you think about wearing a mask. Looking forward, the number of cases has substantially gone down since early January where we were up 800 cases per week. We are now at a fraction of that. In the past two (2) weeks there was a slight surge in different parts of town, but even that seems to be subsiding. That was indicative, looking at cases by age range. Most cases are in the 18-24 age range. As far as vaccinating rates, those numbers remain stagnant in the past couple of weeks, he reports on these numbers weekly. They go up slightly. Vaccination efforts have slowed quite a bit especially with people looking to get boosters. Only about 43% of the eligible population has reviewed boosters, adding that this is not unique to Middletown of Connecticut. It is something nationally that: low booster numbers nationally. As seen throughout the pandemic, the older age ranges have the higher percentage of vaccination and booster rates. In the 65+ population is over 8-0% boosted compared to the 18-24 age range with only 26% fully boosted. CDC constantly changes the frequency or range between when people should get doses. For mildly to seriously immunocompromised population, people who received their 1st and 2nd dose and 3rd dose are eligible for 4th dose as long as at least 3 month to get the 4th dose. The message to those in the community who are moderately or seriously immunocompromised is to get the 4th dose. The CDC recently changed the interval between people, who received doses. For certain populations - ages 12 to 64 – wait 8 weeks between 1st and 2nd doses of either Pfizer or Moderna vaccine. That changes from 3 weeks for Pfizer and 4 weeks for Moderna. These changes were made after reviewing effectiveness and protectiveness data. Looking at serious side effects such as myocarditis and pericarditis. It is better to wait 8 weeks between doses for those populations. That is all that he has to report. He is open to any questions.

The Chair thanks Acting Director Elak and his staff for this continued great work.

C. Report on the Board of Education/ City Split, Effective July 1, 2022 – Office of General Counsel Brig Smith, Esq.

General Counsel Brig Smith states that he will touch on four (4) points to update regarding the transition of the Board of Education from the City side on the recent Charter revisions. The first point is remind folks where they were with Charter revision. The second point is to update with the UPSEU union, which is the managers' union. Third is to update on the 466 union, which is the non-management, blue collar union.

Fourth is the update as to where his office stands in helping the Board of Education transition as the UPSEU and 466 employees come over and become fulltime Board of Education employees.

Starting with number one, which is to remind folks that we are here because we had Charter revision in November. On November 2, 2021, we passed Charter revision, which essentially said that the non-certified City employees that we had at that point in time would become Board of Education employees effective July 1. The certified employees at the Board of Education already were Board of Education employees -- paraprofessionals, teachers -- folks with certification to do what they do were already BOE (Board of Education) employees. The folks, who weren't, were folks who didn't have to have that certifications. That is what the discussion has been about with the two (2) unions: UPSEU and 466. What came out of the Charter revision process and what came out of discussions with both UPSEU and 466 is that, for negotiation purposes, both unions would continue to negotiate with the City with respect to their pension benefits and insurance benefits. Under the language that was ratified in the Charter, any negotiation of benefits on behalf of those folks would have to be negotiated with the Superintendent and ratified by the Board of Education except these provisions regarding insurance and pension benefits. That has to be negotiated by the mayor and ratified by the Common Council, just as we always do under MERA (Municipal Employee Relations Act) for other collective bargaining agreements. That is one.

Two is the update on the UPSEU employees. We have already reached a memorandum of understanding with ether UPSEU employees, which has already been incorporated into the collective bargaining agreement for these employees, which was ratified by this Council. This CBA (collective bargaining agreement) is in effect as of July 1, 2020, retroactive. It will be in effect thought June 30, 2025. Again, that simply says that the will negotiate pension and insurance with the city and everything else -- wages, terms and conditions of employment -- that all goes with the Board of Education. As part of that CBA, they will form a separate local to be recognized and dealt with separately over at the Board of education. That is two.

Three is 466. We are in continuing discussions with 466 about the same things we were in discussions with UPSEU regarding. Their CBA expires this upcoming June -- June 30, 2022 -- and, from the City standpoint, the endpoint would be the same, which is there will be separate local and they would negotiation insurance and pension with the City, but everything else with the Board of Education. That is three.

Four is something on the work they have been doing in his office to try to make sure that when July 1 hits, it doesn't hit too hard. The HR (Human Resources) division has been working with the Board of Education's HR Office for several months now on the transition plan. They have already uploaded all of the job descriptions - there were a bunch -- that would have been on the City side over to the Board of Education side. That went from a separate City system to a separate Board of Education system. We had to learn their system ourselves and then port it over in order to get them transitioned over. We have done that. We transitioned from posting on the City side to posting on the Board of Education side. When we go fully separate on July 1st, we want the Board of Education to be able to post their own positions themselves. They have started to do that and have done a couple of sums already. So far, so good. They are training the Board of Education on how to determine qualifications. On the City side, there is a job description, posting those out. Applications come in. The first task is to review the applicant's qualifications. You put them in "qualified" and "not qualified" and go through the process from there. They are going through with the Board of Education as these positions come open what are the qualifications, what is the process for determining qualifications, and how we triage and move forward from there. We are in the middle of that.

They have been doing a bunch of other things, too, from as simple as how the mechanics are going to work to as complex as to what are the FMLA (Family Medical Leave Act) requirements for these employees and how do we process them how do we attract (*inaudible*). The goal, again, is to have everything in place before July 1 so that, come July 1, there is no system shock to anybody. He would say so far, so good. He thinks they will be in good shape to have that ready come July 1.

That is it. He promised to be brief, adding that he is happy to take questions, if any.

The Chair calls on Councilman Vincent Loffredo.

Councilman Loffredo, saying correct him if he is wrong, currently, is the 466 contract, which end this June, is that contract currently under negotiations?

Attorney Smith replies, "Yes."

Councilman Loffredo states that means on both the City said and the Board of Education side?

Attorney Smith replies that it is still technically a City contract, so they are negotiating that, but it is, with an eye towards the Board of Education taking over as the employer, which they will be, under the Charter, come July 1st. He cannot go into too much detail, obviously, about negotiations at the table, just the law and what MERA requires. Suffice it to say that, although it remains a City contract for now, everyone understands and anticipates that the Board of Education would be the employer come July 1st. They are sort of working through that collaboratively and collectively.

Councilman Loffredo (*inaudible*) the situation like tenure at various times on the City Council, that the negotiations with 466 and other unions as well, but 466 is his recollection, always needed an extension of

time. Is there any effort being made or agreement of the parties purposed to resolve this contract and bring it to the Council (inaudible) . . . ?

Multiple speakers (inaudible)

Councilman Loffredo states that, come July 1, if we don't have an agreement . . . we don't know . . .

Multiple speakers (inaudible)

Attorney Smith states that he cannot go into any detail on that.

Councilman Loffredo continues, saying that there is a timeline. If the timeline were to be followed, which he assumes it will be, will it run past July 1? What will be the legal ramifications that we have an agreement that was being negotiated on the City side, but, as of July, is supposed to be split – whatever – has anybody taken a look at this question?

Attorney Smith replies that he knows that this is frustrating, but he cannot go into that level of detail. Councilman Loffredo replies that he knows, but, if he gives a situation where they don't have an agreement and, therefore, it rolls over and we have this Charter saying that the responsibility now is X, Y, and Z employees, who used to be all under the City side, that is yet to be solved. That is an unanswered question, adding he will leave it at that.

Attorney Smith states that, as a general matter under MERA, if a collective bargaining agreement has not been extend or otherwise renegotiated, it continues until a successor agreement is negotiated.

Councilman Loffredo replies that Attorney Smith is not exactly answering his question, but he will leave it at that. It seems to be a rollover -- a conflict -- that some responsibility as of July 1 now falls over to the Board of Education., We will deal with that situation if and when that comes about. Another question that he has: the job descriptions and qualifications of the current jobs that the City has are being moved over, as is, to the Board of Education, He asks if he is correct.

Attorney Smith, replies, "Correct, yeah."

Councilman Loffredo reiterates that they are moving over and, if by change, there was a need to modify any of those jobs that would still come before the City Council for ratification and modification of the job description.

Attorney Smith replies, "Up through the expiration of this contract." He notes that, after that, the Superintendent and Board of Education will be responsible for job descriptions and qualifications. There is also a caveat that appropriations have to go through the Common Council. They will have to put in for those appropriation requests with City Council.

Councilman Loffredo states that his final question has to do with the split, the financial implication of the insurance and pension side. When the package comes before the City Council that the Board Education has negotiated salary and all of the other terms and conditions of employment, we, on the City side, will be negotiating any pension changes or insurance changes. How is that going to be worked out? Is that when the agreement comes before the Council, it is coming as $A + B = C$ or is it going to hear A at one point and B separately? They are not necessarily required that they be joined together as one agreement.

Attorney Smith replies that answer is that he doesn't known because they haven't done it yet. He can see it happening a number of ways. They parties have not come to conclusion as to what way it will be. What he can say is what he did say. At least the insurance and pension pieces remain with the City, noting it has to go through the Mayor and ratification through Common Council under MERA as we have been doing.

The Chair reminds the Council that labor contract supersede local Charter. He assumes that will apply . . .

Councilman Loffredo interjects, saying that is right; that all of the work that has been done by Charter revision can be *(inaudible)* change in the contract, but that contract is subject to approval by the City Council. We could vote it down because we don't want that contract to be superseded. It's not because the parties came to an agreement . . . if the parties mutually come to an agreement that is when that waiver would occur.

The Chair replies, "Correct," adding that the extension of a contract under MERA, if there was no successor agreement, would also supersede a local Charter.

Councilman Loffredo adds ". . . in effect, all of those items." Thank you.

The Chair calls on Attorney Smith, asking the he correct the Chair, if he is wrong on that.

Attorney Smith states that, just to clarify, that is generally correct, but the different is that. What the Charter did that MERA doesn't typically think about is redefine, who the employer is. So, as a matter of law, the position is, and has been, that come July 1, the City of Middletown is no longer the employer under MERA. The Board of Education is the employer under MERA; therefore, the terms and conditions of employment

– all of those things, except what we have agreed to negotiate collaboratively – insurance and pension, that is all with the Board of Education irrespective of what MERA says or the Council does with ratification, The Charter has redefined the employer. Otherwise you are correct, but that is a very important point of clarification.

The Chair states, “All the more reason,” adding that he thinks that they are in uncharted territory. The Chair calls on Councilman Eugene Nocera followed by Councilwoman Linda Salafia.

Councilman Nocera commends Attorney Smith for his pre-work with the Board of Education, on getting ready for the transition. He knows that a number of his staff are involved in doing this properly, adding that he is fully confident that they are looking at the full program that involved in the transition. What he is hoping to hear is that Attorney Smith has consider, perhaps in July, having a joint City/Board of Education meeting, perhaps at Middletown High, to reassure the unions that there has been proper pre-planning for the transition. And that we are concerned that it be handled carefully, and to assure them that it has been. It serves to reassure that the City and Board of Education are working together to assure the unions that this is going to be handled properly. He knows that there are some unanswered questions, which is always the case. Standing together with the BOE is really important. He asks that Attorney Smith consider that. Thank you.

The Chair calls states that is definitely something that we will look at. The Chair calls on Councilwoman Linda Salafia., adding that her light is off. Councilwoman Salafia does not have any comments at this time.

The Chair calls on Councilman Philip Pessina.

Councilman Pessina states that, as part of the collaboration between the City and Board of Education, in prepping for the transition on July 1st, he has a question he was happy to hear that our department is working closely with the Board of Education HR (Human Resources) Department to define jobs and there is a training element there. Since these contracts will come effect with and under the jurisdiction under the Board of Education and Superintendent, do they have a seat at the table as you proceed with both UPSEU and 466? During these negotiations?

Attorney Smith replies that, with respect to UPSEU, that table has already been served and that contract is now in place until 2025. He hates to do this but he cannot say too much more than what he has already said about the ongoing negotiations with 466 except to say that he is asking the right question. He cannot give an answer right now.

Councilman Pessina replies, “That is fine.” Because it seems to him that the department is working hard along on with the HR Department to have a smooth transition, The bottom line is the employees, allow for the employees moving over will be effected and he wants them to feel that the negotiations were fair, equitable, and that they will start off anew under a new boss, the Board of Education. Thank you for your response.

There being no additional question, the Chair moves on to general Questions to Directors.

3. Questions to Directors Workshop Opens – Question of Regular Meeting Agenda Items

The Chair calls on Councilman Eugene Nocera.

Councilman Nocera asks Deputy General Counsel Kori Wisneski to the podium regard the teacher contract. This is the contract between the Middletown Federation of Teachers (MFT) that will be voted on tonight. We will look to reject the resolution to move this contract forward. He will explain that later. He thanks Attorney Wisneski, adding that when he received this document from the Clerk of the Common Council, it was not a redlined document, so there was no way to know what was added. The Council has also been accustomed to having and executive smeary. He explains that he called Attorney Wisneski. He also understands that Attorney Wisneski di dnot negotiate this contract. It was done through Shipman & Godwin as attorneys. He thanks Attorney Wisneski for reaching out to them on short notice to get the Executive Summary for tonight’s meeting. He notes that a representative from Shipman & Goodwin could not be at this meeting to explain so Attorney Wisneski stepped up to cover this item. Thank you.

He asks Attorney Wisneski to provide that information.

Attorney Wisneski states that she was in touch with Shipman & Goodwin Attorney Natalia Sieira Millán, who negotiated this contract on behalf of the Board of Education with the Middletown Federation of Teachers. The City does not negotiate that contract. Unfortunately, Attorney Millán could not be here this evening, They did have a conversation on Friday to understand the seminal points of the contract and to make sure that the Councilmembers received both the Executive Summary and the redlined contract document. In the first page, it is a 3-year contract. The team is mentioned on page 1. Teacher negotiations is a bit different than what we do here on the municipal side. They have to get this done before the contract term, which was going to end June 30, 2022. They did a full day mediation on September 25, 2021. It was a long day, 12 hours. They came up with the document now in front of the Council. This contract is already gone through and unanimously approved by the Board of Education. That was done on October 2021. After that approval, they went through the document to be sure that they had the right language. The document was provided to the City a few weeks ago in mid-February 2022 pursuant to Connecticut General Statutes Section 10-153d(b). What happens if, once

they have an agreement, they have an obligation to provide a signed copy of that agreement to the (Town) Clerk, which they did here. She clarifies that is the Town Clerk. The document was also given to the Council Clerk. This body has 30 days to reject the contract, if it so chooses. They can decide not to vote. Usually, her understanding is that the motion is to reject the contract and the legislative body votes that down. She asks if that is correct.

Unidentified speaker (*Inaudible response*).

Attorney Wisneski replies, "Correct." She notes that there are some salient points. There are three (3) years of salary. She understands that, over three (3) years, there is an increase of 9.05%. She was told that this is consistent across Board of Educations across the State. There is also an insurance provision. As the Council may or may not know, the teachers follow the State Partnership Plan. There was no design plan change during this contract, but there was an increase in the premium cost share. They also had a change in the stipends as shown in the contract appendices. It is her understanding that they did an overhaul of all stipends, making sure that they are all market rate. She explains that, when she says "stipends," she means a teacher who is leading a board, coaching a team, etc. And they get stipends for that work, the projects costs of that is an additional 1.74%. There were also some additional language changes, talking about . . . some are clean up, making sure that high school middle school is called secondary teachers instead of high school or middle school teacher. It also modifies a previous agreement about the amount of work day for a teacher. There is also some discussion of what constitutes core academic subjects. Her understanding is that they also talked a bit about duty-free lunches as well as breaks for elementary school teachers. That is a brief summary, adding that she was obviously not at table, adding that it sounds like this was a good contract, consistent. Obviously, the last couple of years for teachers has been really, really tough and, so, when she looked at this, it looked in line with what is going around the State. She is happy to answer any questions.

The Chair calls on Councilwoman Blackwell. She has no questions for this director. The Chair calls on Councilwoman Linda Salafia.

Councilwoman Salafia asks Attorney Wisneski if she can, in a nutshell tell the Council, after having quoted State statute, what the Councilmembers are voting on, especially as they do not vote on the paraprofessionals, on some of the other contracts.

Attorney Wisneski replies that, pursuant to Connecticut General Statutes 10-153d(b), it specifies that, when you have a teacher contract, it – the signed contract -- must be forwarded to the Town Clerk and then it says, ". . . The terms of said contract shall be binding on the legislative body, the local or regional school district unless such body rejects such contract at a regular or special meeting called and convened for such purpose within 30 days. This body has 30 days to reject the contract, if it so chooses. Again, the Council can choose not to vote on it at all and it would go into effect or vote as Councilman Nocera said previously.

Councilwoman Salafia replies that Attorney Wisneski said that it would be binding the body . . .

Multiple speakers (*inaudible*).

Attorney Wisneski states, "unless . . ."

Councilwoman Salafia interjects to clarify, saying, "What body?"

Attorney Wisneski replies, "The legislative body."

Councilwoman Salafia asks, "But no the Board of Ed?"

Attorney Wisneski replies that it is on the Board of Education but the money piece talks about the fact that the Board of Education in the teacher contract has the obligation to bring it to you (the Council) because you (the Council) fund the Board of Education.

Councilwoman Salafia remarks that it is somewhat ironic.

The Chair calls on Councilman Vincent Loffredo.

Councilman Loffredo notes that, according to the memo received for this evening's meeting, the parties entered into a tentative agreement in September of last year. He ask why --- here it is March 7, 2022 -- many months later, that we have the agreement before us to consider one way or the other.

Attorney Wisneski replies that the only thing that she knows is that the Board of Education voted on this contract in October. Her understanding is that they were working through some language changes and were busy with other items, When she heard about this going through in October, she continued to follow-up with the attorney at Shipman & Goodwin to see when she would be getting it, She want to be sure that they didn't miss any deadline. The attorney gave it to them in February and that was when it was presented to the Council Clerk. That is the best that she has.

Councilman Loffredo asks, from the financial understanding of the agreement, there are several items. The projected increase for each year – the general wage increase the 1st year 3.26, then 2.85, then further 2.94

for a projected 3-year 9.05. At the end, there was another projection o costs for stipends. He assumes . . . it mentions just one level the \$341,874 for an increase of 1.74. He asks if that is set for the 3-yaers.

Attorney Wisneski replies that it over the course of those three (3) years is the 1.74, noting that is her understanding. It is separate from the salary raises. There are the salary raises, then they did a specific overhaul of all of the stipends because they had not been looked at in a very long time. She does not think that they were at market rate.

Councilman Loffredo states that the projected costs is . . . do we had the two numbers together to get a 10 point something?

Attorney Wisneski replies, "That is her understanding."

Councilman Loffredo notes that is 10.8. Thank you.

The Chair asks if there are any additional questions for Attorney Wisneski. Seeing none, the Chair announces that it is 6:45 PM, the 15-minute warning for end of this meeting. The Chair calls on Councilwoman Jeanette Blackwell.

Councilwoman Blackwell calls on Public Works Acting Director Christopher Holden. In the spirit of full transparency, she states that she contacted Acting Director Holden earlier today regarding an item on this agenda. She asks Acting Director Holden to expand on Item 8G.

Acting Director Holden states that Item 8G is the removal of trees at Maromas Cemetery on Aircraft Road. They were working on getting a contractor out there and then, recently, about the date of the memo, they determined that – the Urban Forestry Chair and himself – that it was dangerous out there. The trees had aged and deteriorated much more quickly than they anticipated so they had to move at a quicker method. They had to use the emergency purchasing process due to the dangers to both the historic nature of the cemetery and because it is open to the public, so in case member of the public went to visit it. These trees have been remove in a safe manner.

Councilwoman Blackwell thanks Acting Director Holden. She was concerned about the status of the tree removal and this has clarified it. Thank you.

The Chair calls on Councilman Vincent Loffredo.

Councilman Loffredo calls Director of Economic & Community Development Joseph Samolis. He indicates that Director Samolis has several items on the agenda for consideration, one under old business dealing with proposed development and a land swap on Newfield Street. For the record, it was the Council's decision to refer the matter back to the Economic Development Committee for an opportunity to receive a development proposal regarding the land being talked about, the two (2) parcels of land that might be involved in a potential swap. For the record he asks Director Samolis what the status is of the potential development moving forward.

Director Samolis replies that, as of right now, it was presented to the Economic Development Commission as a concept so that the Commission could understand what the developer is actually looking to do. The developer still needs to go through a number of regulatory steps to see that vision become a reality. Mainly, land use regulatory steps involving inland wetlands as well as the Planning & Zoning Commission, as you probably recall in the packet, for either a zone change overall to allow for a multi-family development to be developed at that site or for a floating zone to be applied to those parcels so a multi-family development could actually be developed on that site. He reiterates that there are a number of regulatory steps that still have to be gone through for the developer to move forward with this project.

Councilman Loffredo notes that the land that is proposed for development, as presented to the Economic Development Committee at the end of last month, includes the fact that the land is currently industrial land.

Director Samolis replies, "That is correct."

Councilman Loffredo ads that it does not allow, without a P&Z regulatory change, for that development to move forward.

Director Samolis replies, "That is correct."

Councilman Loffredo states that the potential development of that property, assuming it receives regulatory approval, the Committee in general expressed strong support.

Director Samolis replies, "That is correct."

Councilman Loffredo replies, "Thank you."

The Chair asks if there are any additional Questions for Director Samolis. The Chair calls on Councilman Grady Faulkner, Jr.

Councilman Faulkner states that we have moved this several time. He asks if there is a reason why some of the things mentioned were not done. Are they still thinking about what they are going to do?

Director Samolis replies, to that question, the developer does not want to spend lots of time and resources -- monetary resources, specifically -- if the City is not interested in this land swap. If the developer does not get some sort of affirmation that the City is interested in doing this, it will not move forward with developing full scale renderings, architectural designs, for development that would never happen. This is really the first step before the developer can move forward through the permitting process to get that development to happen.

Councilman Faulkner replies, "Thank you.

The Chair calls on Councilwoman Jeanette Blackwell.

Councilwoman Blackwell asks Director Samolis, in terms of the project that we are discussing, there would also need to be, contingent upon its passing through P&Z and a site traffic study conducted as well.

Director Samolis replies that the developer has done some initial investigation and has had a traffic engineer look at the potential impact to Kaplan Drive for the proposed concept. The letter was included in the packet that there would be no negative impact to Kaplan Drive. That being said, when Planning & Zoning meets to review a site plan, they will do their due diligence and review all of the required documentation needed for them to review a site plan of this magnitude. He expects that a fully report will be requested by the Planning & Zoning Commission at that time.

4. Questions to Directors Workshop Closes

There being no further questions, the Chair closes the Questions to Director session at 6:52 PM.

5. Meeting adjourned

Councilman Vincent Loffredo moves to adjourn. Councilman Eugene Nocera seconds the motion.

There being no discussion, the Chair calls for a voice vote. The motion is approved unanimously by a vote of 11-0 (AYE: Councilmembers Blackwell, Carta, Faulkner, D. Ford, Gennaro, Loffredo, Mangiafico, McKeon, Nocera, Pessina, and Salafia; ABSENT: Councilman E. Ford). The matter is approved

The meeting is adjourned at 6:53 PM.

ATTEST:
LINDA S.K. REED,
COMMON COUNCIL CLERK