



TOWN OF BROOKLYN

P.O. Box 356 - Route 6 and 169
BROOKLYN, CONNECTICUT 06234

OFFICE OF SELECTMEN
860-779-3411 Option 2

TOWN CLERK
(860) 779-3411 Option 4

TAX COLLECTOR
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ASSESSOR
(860) 779-3411 Option 6

**Board of Selectmen
Special Meeting Minutes
Wednesday, February 15, 2017
6:30pm Clifford B. Green Memorial Center**

Present: Rick Ives, Bob Kelleher, Joe Voccio via conference call, and Melissa Bradley; Recording Secretary

Also Present: Ken Dykstra, Sandy Brodeur, Aimee Genna, Aaron Kerouack, WINY radio and Fran from the Bulletin

1. **Call to Order:** Mr. Ives called the meeting to order at 6:30pm
2. **Approve Previous Minutes:** Bob Kelleher made a motion to approve the previous meeting minutes of 1/26/17 and 1/28/17. Rick Ives seconded the motion. Mr. Voccio states he will abstain due to Registrar discussions. Motion passed.
3. **Public Comment:** None
4. **Appointments**
 - Inland Wetlands:** Bob Kelleher made a motion to appoint James Paquin as a regular member to Inland Wetlands with a term expiring 9/12/2020. Joe Voccio seconded the motion. Motion passed 3-0.
 - EDC:** Bob Kelleher made a motion to accept Andy Pinto's resignation from Economic Development Commission. Rick Ives seconded the motion. Motion passed 3-0.
5. **Execute AFIS Agreement:** Because the Town does not have a police department, the First Selectman's office issues pistol permits. Automated Fingerprint Identification System (AFIS) is used to obtain background checks. The office does not have access to the system, but does obtain the results of the search from the State Police. In order for the Town to continue receiving these records, we must enter into an agreement with Department of Emergency Services and Public Protection.

Bob Kelleher made a motion to authorize the First Selectman to execute the AFIS Agreement for Fingerprint Submissions by and between the State of CT DESPP and the Town of Brooklyn. Joe Voccio seconded the motion. Motion passed 3-0.

6. **Adopt CHRI Policies:** The Criminal History Record Information policy must be in place to ensure the protection of the AFIS records obtained until it is purged or destroyed in accordance with record retention rules.

Joe Voccio made a motion to adopt the CHRI proper access, use and dissemination procedures. Bob Kelleher seconded the motion. Motion passed 3-0.

7. **Discussion/Action on School Roof Resolutions:** Mr. Voccio questions if the Board of Education provided any project budgets at this point? He would like to see the overall cost broken down by typical budget line items such as construction, architect, architect supervision, project management, environmental work/testing, etc. Mr. Ives states they have not, but they did follow the proper process obtaining quotes. Ms. Genna states she can gather that information and send it to the board prior to the Town Meeting.

Bob Kelleher made a motion to approve the resolution recommending an appropriation and bond authorization of \$5,000,000 for roof replacement projects at Brooklyn Elementary School and Brooklyn Middle School. Rick Ives seconded the motion. Motion passed 3-0.

Rick Ives made a motion to approve the resolution to approve the appropriation and bond resolution of \$5,000,000 for roof replacement projects at Brooklyn Elementary School and Brooklyn Middle School. Bob Kelleher seconded the motion. Motion passed 3-0.

8. **Set Town Meeting Date:** Rick Ives made a motion to set the Special Town Meeting date for March 7, 2017 at 7pm in the auditorium at the Brooklyn Middle School. Joe Voccio seconded the motion. Motion passed 3-0.

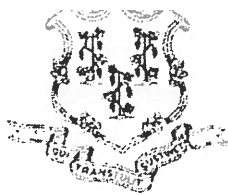
9. **Public Comment:** None

10. **Adjourn:** Bob Kelleher made a motion to adjourn the meeting. Joe Voccio seconded the motion. Meeting adjourned at 6:47pm.

Respectfully Submitted;



Melissa J. Bradley
Recording Secretary



STATE OF CONNECTICUT

DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION

Automated Fingerprint Identification System (AFIS) Agreement for Fingerprint Card Submissions

by and between

**the State of Connecticut Department of Emergency Services and Public Protection
and
the Town of Brooklyn**

WHEREAS, the State of Connecticut Department of Emergency Services and Public Protection (hereinafter "DESPP") operates a central Automated Fingerprint Identification System (hereinafter "AFIS"); and

WHEREAS, the Town of Brooklyn (hereinafter "TOWN") is organized pursuant to Chapters 97 and 98 of the Connecticut General Statutes (C.G.S.) and has been authorized to submit hard copy fingerprint cards to AFIS pursuant to the limited purposes set forth in C.G.S. § 21-40, §21-47d, §21-47o, §21-100, §29-28 pursuant to C.G.S. §29-29, and the National Child Protection Act of 1993/Volunteers for Children Act of 1998 (NCPA/VCA), as applicable.

WHEREAS, the TOWN is a qualified entity pursuant to the NCPA/VCA.

NOW, THEREFORE, DESPP and TOWN, by and through their Commissioners or other authorized individuals, enter into this Agreement to permit TOWN to send hard copy fingerprint cards to the State Police Bureau of Identification (SPBI) for submission to AFIS and receive back the results of the state and/or national criminal history record information (CHRI) via email.

1. **Effective Date.** This Agreement shall be effective upon signature by both parties.
2. **Authority to Enter Agreement.** DESPP is authorized to enter into this agreement through the Commissioner of the Department of Emergency Services and Public Protection, pursuant to the authority provided under C.G.S. § 4-8.
3. **Duration of Agreement.** This Agreement shall remain in full force and effect unless terminated by DESPP, giving TOWN written notice of such intention at least thirty (30) days in advance. DESPP reserves the right to suspend or revoke access to CHRI without notice in the event of a breach of the conditions of this Agreement. Notwithstanding any provisions in this Agreement, DESPP, through a duly authorized employee, may terminate the Agreement whenever DESPP makes a written determination that such termination is in the best interests of the State. DESPP shall notify TOWN in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the

extent to which TOWN must complete its performance under the Agreement prior to such date.

4. DESPP Responsibilities. DESPP shall:

- a) Electronically process TOWN applicant prints as required and report results of required state and/or national record checks via a generic email.
- b) Identify a liaison as the primary point of contact for any issues related to this agreement.

5. TOWN Responsibilities. TOWN shall:

- a) Provide qualifying fingerprints that meet submission criteria pursuant to the specific purposes pursuant to C.G.S. § 21-40, C.G.S. §21-47d, C.G.S. §21-47o, C.G.S. §21-100, C.G.S. §29-28 pursuant to C.G.S. §29-29, and the NCPA/VCA.
- b) Assign a Local Agency Security Officer (hereinafter "LASO") in accordance with the United States Department of Justice (USDOJ) FBI Criminal Justice Information Services Security Policy (hereinafter "CJIS Security Policy").
- c) Ensure appropriate security measures as applicable to the physical security of communication equipment; personnel security to include screening requirements; technical security to protect against unauthorized use; and security of criminal justice information (hereinafter "CJI") in accordance with the provisions of the CJIS Security Policy. TOWN shall further:
 - a. Assign a generic email to be used by DESPP to communicate CJI, CHRI and related notifications only.
 - b. Ensure that CJI is maintained in a physically secure location or controlled area as defined in the CJIS Security Policy.
 - c. Ensure that all persons with access to physically secure locations or controlled areas, including, but not limited to, support personnel, contractors, vendors, and custodial workers, are escorted by authorized personnel at all times. Authorized personnel are TOWN personnel who have been appropriately trained and vetted through the screening process and have been granted access to CJI for the specific purposes provided in C.G.S. §21-40, C.G.S. §21-47d, C.G.S. §21-47o, C.G.S. §21-100, C.G.S. §29-28 pursuant to C.G.S. § 29-29, and the NCPA/VCA. The use of cameras or other electronic means to monitor a physically secure location or controlled area does not constitute an escort.
 - d. Ensure that access to CJI, in any form, is limited to TOWN personnel requiring access to such information for the specific purposes provided in C.G.S. § 21-40, C.G.S. §21-47d, C.G.S. §21-47o, C.G.S. §21-100, C.G.S. §29-28 pursuant to C.G.S. § 29-29, and the NCPA/VCA.
 - e. Ensure that all TOWN personnel accessing CJI are properly trained before access to CJI is authorized. Training must include Security Awareness Training in accordance with the provisions of the CJIS Security Policy.
 - f. Ensure that TOWN personnel having access to CJI sign an acknowledgment form attached hereto as Attachment A acknowledging that they have received copies of this Agreement and Attachment A and

that they are responsible for complying with the terms contained therein. Such forms shall be maintained in the official personnel files of such personnel.

- d) Ensure that all security incidents are reported to the CJIS Security Officer ("CSO") CSO or their designee. If a person already has access to CJI and is subsequently arrested and/or convicted, continued access to CJI shall be determined by the CSO. If the CSO or their designee determines that access to CJI by the person would not be in the public interest, access shall be denied and TOWN shall be notified in writing of the access denial.
- e) Comply with all audit requirements for CJIS Systems, including, but not limited to, appropriate and reasonable quality assurance procedures.
- f) Ensure that, prior to fingerprinting, all persons fingerprinted are provided with a copy of the Noncriminal Justice Applicant's Privacy Rights form.
- g) Ensure that, prior to fingerprinting, all persons fingerprinted are provided with a NCPA/VCA Waiver and Consent Form (Waiver). A copy of the Waiver shall be maintained for a minimum of one year from the date of fingerprint submission.
- h) Violations of the CJIS Security Policy can result in the suspension or termination of system access for TOWN, individual suspension or termination of access to CJI, criminal and/or administrative investigation, arrest, and/or prosecution and conviction for violation of state and federal statutes designated to protect confidentiality and integrity of CJI and related data.

6. Transaction Fees. TOWN applicants shall remit full payment for all transactions with the submission of the hard copy fingerprint cards. Fees shall be calculated as follows:

Statute	Category	State Fee	Federal Fee
C.G.S. § 21-40	Pawnbroker License	\$50.00	\$12.00
C.G.S. § 21-47d	Second Hand Dealer License	\$50.00	\$12.00
C.G.S. § 21-47o	Fine Art Secured Lender License	\$50.00	\$12.00
C.G.S. § 21-100	Precious Metal and Stone Dealer License	\$50.00	\$12.00
C.G.S. § 29-29	Pistol Permit	\$50.00	\$12.00
NCPA/VCA	Individuals who provide treatment, education, training, instruction, supervision, or recreation to children, the elderly, or individuals with disabilities on behalf of the TOWN.	\$50.00	\$12.00
NCPA/VCA Volunteer	Volunteers who provide treatment, education, training, instruction, supervision, or recreation to children, the elderly, or individuals with disabilities on behalf of the TOWN.	\$50.00	\$10.75

The fingerprinting fee at a Connecticut State Police location shall be fifteen (\$15.00) dollars, and the fingerprinting fee varies if fingerprints are taken by a local police location. Fees are subject to change due to legislative enactments and federal assessments.

7. Modification or Amendment of the Agreement. This Agreement may not be modified or amended unless in writing signed by an authorized representative of both parties.

8. Indemnification

TOWN shall indemnify and hold harmless the State of Connecticut, the State of Connecticut Department of Emergency Services and Public Protection, its officers, agents, employees, commissions, boards, departments, divisions, successors and assigns from and against all actions (pending or threatened and whether at law or in equity in any forum), liabilities, damages, losses, costs and expenses, including but not limited to reasonable attorneys' and other professionals' fees, resulting from (i) misconduct or negligent or wrongful acts (whether of commission or omission) of TOWN or any of its officers, representatives, agents, servants, consultants, employees or other persons or entities with whom TOWN is in privity of oral or written contract; (ii) liabilities arising directly or indirectly in connection with this Agreement out of the acts of TOWN and (iii) damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, that may arise out of such claims and/or liabilities.

10. The following documents are incorporated by reference and made part of this MOU:
- a. CJIS Security Policy;
 - b. National Crime Prevention and Privacy Compact, 42 U.S.C. Section 14616; and
 - c. Title 28, Code of Federal Regulations, Parts 20 and 25, Section 50.12, and Chapter IX.

THE DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION

By: _____
Dora B. Schriro
Commissioner
Duly Authorized Pursuant to C.G.S. Section 4-8

(Date)

TOWN

By: Richard Ives
Richard Ives
First Selectman
Duly Authorized

2/15/2017
(Date)

ATTACHMENT A

ACKNOWLEDGEMENT

I, Richard Ives, acknowledge the following:

1. I have received a copy of the Agreement between the State of Connecticut Department of Emergency Services and Public Protection ("DESPP") and the TOWN concerning access to the DESPP Automated Fingerprint Identification System ("AFIS").
2. I understand that I am being allowed to submit applicant prints via hard copy fingerprint cards into AFIS pursuant to a Federal Bureau of Investigation-approved state or federal statute.
3. I understand that I am not authorized to submit any other fingerprints to AFIS except those authorized by the Agreement.
4. I will fully cooperate with state or federal personnel regarding any audit, system check, and user privilege inquiries.
5. I understand that I am responsible for complying with the Agreement between the State of Connecticut DESPP and the TOWN and that noncompliance may result in suspension or revocation of user privileges and/or other action as provided by law.

Richard Ives

Richard Ives, First Selectman

2/15/17

Date

cc: Official Personnel File

Criminal History Record Information (CHRI)

Proper Access, Use and Dissemination Procedures

Purpose

The intent of the following policies is to ensure the protection of the Criminal Justice Information (CJI) and its subset of Criminal History Record Information (CHRI) until such time as the information is purged or destroyed in accordance with applicable record retention rules.

The following policies were developed using the FBI's Criminal Justice Information Services (CJIS) Security Policy. The Town of Brooklyn may complement this policy with a local policy; however, the CJIS Security Policy shall always be the minimum standard. The local policy may augment, or increase the standards, but shall not detract from the CJIS Security Policy standards.

Scope

The scope of this policy applies to any electronic or physical media containing FBI CJI while being stored, accessed or physically moved from a secure location from the Town of Brooklyn. In addition, this policy applies to any authorized person who accesses, stores, and/or transports electronic or physical media.

Criminal Justice Information (CJI) and Criminal History Record Information (CHRI)

CJI is the term used to refer to all of the FBI CJIS provided data necessary for law enforcement and civil agencies to perform their missions including, but not limited to biometric, identity history, biographic, property, and case/incident history data.

CHRI, is a subset of CJI and for the purposes of this document is considered interchangeable. Due to its comparatively sensitive nature, additional controls are required for the access, use and dissemination of CHRI. In addition to the dissemination restrictions outlined below, Title 28, Part 20, Code of Federal Regulations (CFR), defines CHRI and provides the regulatory guidance for dissemination of CHRI.

Proper Access, Use, and Dissemination of CHRI

Information obtained from the Interstate Identification Index (III) is considered CHRI. Rules governing the access, use, and dissemination of CHRI are found in Title 28, Part 20, CFR. The III shall be accessed only for an authorized purpose. Further, CHRI shall only be used for an authorized purpose consistent with the purpose for which III was accessed. Dissemination to another agency is authorized if (a) the other agency is an Authorized Recipient of such information and is being serviced by the accessing agency, or (b) the other agency is performing noncriminal justice administrative functions on behalf of the authorized recipient and the outsourcing of said functions has been approved by appropriate CJIS Systems Agency (CSA) or State Identification Bureau (SIB) officials with applicable agreements in place.

Personnel Security Screening

Access to CJI and/or CHRI is restricted to authorized personnel. Authorized personnel is defined as an individual, or group of individuals, who have been appropriately vetted through a national fingerprint-based record check and have been granted access to CJI data. Agencies located within states having passed legislation authorizing or requiring civil fingerprint-based background checks for personnel with access to CHRI for the purposes of licensing or employment shall submit fingerprint-based record check within 30

days of employment or assignment on all personnel with who have direct access to CJI, those who have direct responsibility to configure and maintain computer systems and networks with direct access to CJI, and any persons with access to physically secure locations or controlled areas containing CJI. Agencies located within states without this authorization or requirement are exempted from the fingerprint-based background check requirement until such time as appropriate legislation has been written into law.

Security Awareness Training

Basic security awareness training shall be required within six months of initial assignment, and biennially thereafter, for all personnel who have access to CJI.

Physical Security

A physically secure location is a facility or an area, a room, or a group of rooms within a facility with both the physical and personnel security controls sufficient to protect the FBI CJI and associated information systems. The perimeter of the physically secure location shall be prominently posted and separated from non-secure locations by physical controls.

Only authorized personnel will have access to physically secure non-public locations. The Town of Brooklyn will maintain and keep current a list of authorized personnel. All physical access points into the agency's secure areas will be authorized before granting access. The agency will implement access controls and monitoring of physically secure areas for protecting all transmission and display mediums of CJI. Authorized personnel will take necessary steps to prevent and protect the agency from physical, logical and electronic breaches.

Media Protection

Controls shall be in place to protect electronic and physical media containing CJI while at rest, stored, or actively being accessed. "Electronic media" includes memory devices in laptops and computers (hard drives) and any removable, transportable digital memory media, such as magnetic tape or disk, backup medium, optical disk, flash drives, external hard drives, or digital memory card. "Physical media" includes printed documents and imagery that contain CJI.

The agency shall securely store electronic and physical media within physically secure locations or controlled areas. The agency shall restrict access to electronic and physical media to authorized individuals. If physical and personnel restrictions are not feasible then the data shall be encrypted per Section 5.10.1.2.

Media Transport

Controls shall be in place to protect electronic and physical media containing CJI while in transport (physically moved from one location to another) to prevent inadvertent or inappropriate disclosure and use. The agency shall protect and control electronic and physical media during transport outside of controlled areas and restrict the activities associated with transport of such media to authorized personnel.

Media Sanitization and Disposal

When no longer usable, hard drives, diskettes, tape cartridges, CDs, ribbons, hard copies, print-outs, and other similar items used to process, store and/or transmit FBI CJI shall be properly disposed of in accordance with measures established by Town of Brooklyn.

Physical media (print-outs and other physical media) shall be disposed of by one of the following methods:

- 1) shredding using Town of Brooklyn issued shredders.
- 2) incineration using Town of Brooklyn incinerators or witnessed by Town of Brooklyn personnel onsite at agency or at contractor incineration site, if conducted by non-authorized personnel.

Electronic media (hard-drives, tape cartridge, CDs, printer ribbons, flash drives, printer and copier Hard-drives, etc.) shall be disposed of by one of the <Agency Name> methods:

- 1) **Overwriting (at least 3 times)** - an effective method of clearing data from magnetic media. As the name implies, overwriting uses a program to write (1s, 0s, or a combination of both) onto the location of the media where the file to be sanitized is located.
- 2) **Degaussing** - a method to magnetically erase data from magnetic media. Two types of degaussing exist: strong magnets and electric degausses. Note that common magnets (e.g., those used to hang a picture on a wall) are fairly weak and cannot effectively degauss magnetic media.
- 3) **Destruction** - a method of destroying magnetic media. As the name implies, destruction of magnetic media is to physically dismantle by methods of crushing, disassembling, etc., ensuring that the platters have been physically destroyed so that no data can be pulled.

IT systems that have been used to process, store, or transmit FBI CJI and/or sensitive and classified information shall not be released from Town of Brooklyn's control until the equipment has been sanitized and all stored information has been cleared using one of the above methods.

Account Management

The agency shall manage information system accounts, including establishing, activating, modifying, reviewing, disabling, and removing accounts. The agency shall validate information system accounts at least annually and shall document the validation process.

All accounts shall be reviewed at least annually by the designated CJIS point of contact (POC) or his/her designee to ensure that access and account privileges commensurate with job functions, need-to-know, and employment status on systems that contain Criminal Justice Information. The POC may also conduct periodic reviews.

Remote Access

The Town of Brooklyn shall authorize, monitor, and control all methods of remote access to the information systems that can access, process, transmit, and/or store FBI CJI. Remote access is any temporary access to

an agency's information system by a user (or an information system) communicating temporarily through an external, non-agency controlled network (e.g., the Internet).

The Town of Brooklyn shall employ automated mechanisms to facilitate the monitoring and control of remote access methods. The Town of Brooklyn shall control all remote accesses through managed access control points. The Town of Brooklyn may permit remote access for privileged functions only for compelling operational needs but shall document the rationale for such access in the security plan for the information system.

Utilizing publicly accessible computers to access, process, store or transmit CJI is prohibited. Publicly accessible computers include but are not limited to: hotel business center computers, convention center computers, public library computers, public kiosk computers, etc.

Personally Owned Information Systems

A personally owned information system shall not be authorized to access, process, store or transmit CJI unless the agency has established and documented the specific terms and conditions for personally owned information system usage. A personal device includes any portable technology like camera, USB flash drives, USB thumb drives, DVDs, CDs, air cards and mobile wireless devices such as Androids, Blackberry OS, Apple iOS, Windows Mobile, Symbian, tablets, laptops or any personal desktop computer. When bring your own devices (BYOD) are authorized, they shall be controlled using the requirements in Section 5.13 of the CJIS Security Policy.

Reporting Information Security Events

The agency shall promptly report incident information to appropriate authorities to include the state CSA or SIB's Information Security Officer (ISO). Information security events and weaknesses associated with information systems shall be communicated in a manner allowing timely corrective action to be taken. Formal event reporting and escalation procedures shall be in place. Wherever feasible, the agency shall employ automated mechanisms to assist in the reporting of security incidents. All employees, contractors and third party users shall be made aware of the procedures for reporting the different types of event and weakness that might have an impact on the security of agency assets and are required to report any information security events and weaknesses as quickly as possible to the designated point of contact.

Policy Violation/Misuse Notification

Violation of any of the requirements contained in the CJIS Security Policy or Title 28, Part 20, CFR, by any authorized personnel will result in suitable disciplinary action, up to and including loss of access privileges, civil and criminal prosecution and/or termination.

Likewise, violation of any of the requirements contained in the CJIS Security Policy or Title 28, Part 20, CFR, by any visitor can result in similar disciplinary action against the sponsoring employee, and can also result in termination of services with any associated consulting organization or prosecution in the case of criminal activity.

TOWN OF BROOKLYN
BOARD OF SELECTMEN

RESOLUTION RECOMMENDING AN APPROPRIATION AND BOND
AUTHORIZATION OF \$5,000,000 FOR ROOF REPLACEMENT PROJECTS
AT BROOKLYN ELEMENTARY SCHOOL AND BROOKLYN MIDDLE SCHOOL

RESOLVED, that the Board of Selectmen recommends that the Town of Brooklyn appropriate \$5,000,000 for roof replacement projects at Brooklyn Elementary School and Brooklyn Middle School. The appropriation may be expended for construction costs and materials, purchase costs, legal fees, financing costs, interest expense on temporary borrowings, and other costs related to the projects. The appropriation shall include any federal, state or other grants-in-aid received for the projects.

FURTHER RESOLVED, that the Board of Selectmen recommends that the Town finance the appropriation by issuing the Town's bonds, notes, temporary notes or other obligations in an amount not to exceed \$5,000,000 or so much thereof as may be necessary after deducting grants to be received for the projects.

FURTHER RESOLVED, that the Board of Selectmen hereby refers the projects to the Town of Brooklyn Planning and Zoning Commission for a report under Section 8-24 of the Connecticut General Statutes.

TOWN OF BROOKLYN
BOARD OF SELECTMEN

RESOLUTION TO APPROVE THE APPROPRIATION AND BOND RESOLUTION OF
\$5,000,000 FOR ROOF REPLACEMENT PROJECTS
AT BROOKLYN ELEMENTARY SCHOOL AND BROOKLYN MIDDLE SCHOOL

WHEREAS, the Board of Selectmen has recommended that the Town of Brooklyn appropriate \$5,000,000 for roof replacement projects at Brooklyn Elementary School and Brooklyn Middle School, and that the Town finance said appropriation by issuing the Town's bonds, notes, temporary notes or other obligations in an amount not to exceed \$5,000,000, and

WHEREAS, the Board of Finance has recommended this appropriation and bond authorization.

BE IT RESOLVED, that the attached detailed appropriation and bonding resolution for the projects is hereby approved and shall be submitted to a Special Town Meeting to be held on February [], 2017 in accordance with the attached Warning of Special Town Meeting, which is also hereby approved.

TOWN OF BROOKLYN
SPECIAL TOWN MEETING

RESOLUTION TO APPROPRIATE \$5,000,000 FOR ROOF REPLACEMENT
PROJECTS AT BROOKLYN ELEMENTARY SCHOOL AND BROOKLYN MIDDLE
SCHOOL AND TO AUTHORIZE THE ISSUE OF BONDS, NOTES, TEMPORARY
NOTES OR OTHER OBLIGATIONS IN AN AMOUNT NOT TO EXCEED \$5,000,000
TO FINANCE SAID APPROPRIATION

BE IT RESOLVED:

SECTION 1. That the Town of Brooklyn appropriate \$5,000,000 for roof replacement projects at Brooklyn Elementary School and Brooklyn Middle School. The appropriation may be expended for construction costs and materials, purchase costs, legal fees, financing costs, interest expense on temporary borrowings, and other costs related to the projects. The appropriation shall include any federal, state or other grants-in-aid received for the projects. The Board of Selectmen may reduce the scope of the projects if funds are insufficient to complete all components of any of the projects, and the entire appropriation authorized hereby may be spent on the projects as so reduced or modified.

SECTION 2. That the Town of Brooklyn finance the projects by issuing the Town's bonds, notes or other obligations in an amount not to exceed \$5,000,000, which bonds, notes or other obligations shall be issued pursuant to the Connecticut General Statutes, as amended. The bonds, notes or other obligations may be sold as a single issue or consolidated with any other authorized issues of bonds, notes or other obligations of the Town. The Treasurer shall keep a record of the bonds, notes or other obligations. The bonds, notes or other obligations shall be signed in the name and on behalf of the Town by the First Selectman and Treasurer and shall bear the Town seal or a facsimile thereof. The bonds, notes or other obligations shall each recite that every requirement of law relating to its issue has been fully complied with, that such bond, note or other obligation is within every debt and other limit prescribed by law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The terms, details and particulars of such bonds, notes or other obligations shall be determined by the First Selectman and Treasurer. Said bonds, notes or other obligations shall be sold by the First Selectman and Treasurer at public sale or by negotiation in their discretion. If the bonds, notes or other obligations are sold by negotiation, the purchase agreement shall be approved by the Board of Finance.

SECTION 3. That the First Selectman and Treasurer are authorized to issue temporary notes in anticipation of the receipt of the proceeds of said bonds, notes or other obligations. The temporary notes shall be signed by the First Selectman and Treasurer and shall bear the Town seal or a facsimile thereof. The temporary notes shall be issued with maturity dates in accordance with the Connecticut General Statutes, as amended. The temporary notes shall each recite that every requirement of law relating to its issue has been fully complied with, that such note is within every debt and other limit prescribed by

law, and that the full faith and credit of the Town are pledged to the payment of the principal thereof and the interest thereon. The net interest cost on such notes, including renewals thereof, and the expense of preparing, issuing, and marketing such notes, to the extent paid from the proceeds from the issuance of bonds, notes or other obligations, shall be included as a cost of the appropriation.

SECTION 4. That the Town hereby declares its official intent under Treasury Regulation Section 1.150-2 of the Internal Revenue Code of 1986, as amended, that the project costs may be paid from temporary advances of available funds and that the Town reasonably expects to reimburse any such advances from the proceeds of borrowings in an aggregate principal amount not in excess of the amount of borrowing authorized for the projects; that the First Selectman and Treasurer are authorized to bind the Town pursuant to such representations and agreements as they deem necessary or advisable in order to ensure and maintain the continued exemption from Federal income taxation of interest on the bonds, notes or temporary notes authorized by this resolution, if issued on a tax-exempt basis, including covenants to pay rebates of investment earnings to the United States in future years; and that the First Selectman and Treasurer are authorized to make representations and agreements for the benefit of the holders of the bonds, notes or temporary notes to provide secondary market disclosure information and to execute and deliver on behalf of the Town an agreement to provide such information with such terms and conditions as they, with the advice of bond counsel, deem necessary and appropriate.

SECTION 5. That the bonds, notes, temporary notes or other obligations authorized above, or any portion thereof, may bear interest which is includable in the gross income of holders thereof for Federal income tax purposes pursuant to the Internal Revenue Code of 1986, as amended, as the issuance of such taxable bonds, notes, temporary notes or other obligations is hereby determined to be in the public interest.

SECTION 6. That the First Selectman and, if applicable, the Board of Education, is authorized to apply for and accept or reject grants-in-aid for the projects; that the Board of Education is authorized to act as a school building committee for the projects or any portion thereof, to prepare schematic drawings and outline specifications, to file a notice of proposed school building projects, and to approve design and construction expenditures for the school projects; and to authorize the First Selectman to contract with engineers, architects, contractors and others on behalf of the Town for the projects.

SECTION 7. That the First Selectman is authorized to execute agreements and other documents on behalf of the Town for the projects; and that the Board of Selectmen, Board of Finance, Treasurer and other Town officials and employees are authorized to take all actions necessary and proper to carry out the projects and to issue the bonds, notes, temporary notes or other obligations to finance the appropriation.

TOWN OF BROOKLYN
WARNING OF SPECIAL TOWN MEETING
MARCH 7, 2017

The electors and those persons eligible to vote in town meetings of the Town of Brooklyn, Connecticut, are hereby warned and notified that a Special Town Meeting will be held at the Brooklyn Middle School, 119 Gorman Road, Brooklyn, Connecticut, on March 7, 2017 at 7:00 P.M. for the following purpose:

ITEM 1. To discuss and vote on a Resolution:

- (a) To appropriate \$5,000,000 for roof replacement projects at Brooklyn Elementary School and Brooklyn Middle School;
- (b) To finance said appropriation by issuing bonds, notes, temporary notes or other obligations in an amount not to exceed \$5,000,000;
- (c) To authorize the First Selectman and Treasurer to determine the terms, conditions, and other details of the bonds, notes, temporary notes or other obligations;
- (d) To declare the Town's intent to finance the projects so that project costs may be temporarily advanced; to authorize the First Selectman and Treasurer to enter into agreements to bind the Town in connection with financing the projects; and to determine that, if necessary, financing of the projects on a taxable basis is in the public interest; and
- (e) To authorize the First Selectman and, if applicable, the Board of Education, to apply for and accept or reject grants-in-aid for the projects, and to authorize the First Selectman to execute agreements and other documents on behalf of the Town for the projects and the financing of the projects.

A copy of the full text of the Resolution is on file and available for inspection at the Office of the Town Clerk.

Dated at Brooklyn, Connecticut this _____ day of February, 2017.

BOARD OF SELECTMEN

Richard Ives
First Selectman

Robert Kelleher
Selectman

Joseph Voccio
Selectman