

RECEIVED FOR FILING  
2/4 2016 at 3:10 P.M.  
TOWN CLERK'S OFFICE  
CROMWELL, CONN.

TOWN OF CROMWELL  
TOWN COUNCIL  
REGULAR MEETING  
WEDNESDAY FEBRUARY 10, 2016  
7:00 PM TOWN HALL ROOM 224/5

*Gloria Prendergast, Asst.*  
TOWN CLERK

AGENDA

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. APPROVAL OF AGENDA
- D. COMMISSION CHAIRMAN REPORTS/LIAISON REPORTS
- E. CITIZEN COMMENTS
- F. MAYOR'S REPORT
- G. TOWN MANAGER'S REPORT
- H. CHIEF OF POLICE'S REPORT
- I. PUBLIC WORK DIRECTOR'S REPORT
- J. FINANCE DIRECTOR'S REPORT
  - 1. Budget Reports
- K. FINANCIAL
  - 1. Tax Refunds
  - 2. Discussion and action to appoint auditor for fiscal years 2015-2016 and 2016-2017.
- L. STAFF REPORTS
  - Economic Development Coordinator Written Report for January.
- M. UNFINISHED BUSINESS
  - 1. Presentation by consulting engineer on possible sites for a new DPW/CWPCA facility with discussion and possible action to follow. -*Tabled*
  - 2. Continue discussion and possible action on Solid Waste Report. -*Tabled*
- N. NEW BUSINESS
  - 1. Discussion and possible approval of inter-town agreement between the Town of Portland and the Town of Cromwell for the purchase of shared equipment through State of Connecticut, Intertown Capital Equipment Purchase Incentive (ICE) Program.
  - 2. Discussion and action to appoint the American Legion Post 105 Agent of the Town for the Memorial Day Ceremony.
  - 3. Discussion and action to consider amending the Charter and start the process to appoint a Charter Revision Commission.
  - 4. Authorize Mayor to set Budget Workshop dates.
- O. APPROVAL OF MINUTES
  - 1. Special Meeting, January 13, 2016
  - 2. Regular Meeting, January 13, 2016
- P. RESIGNATIONS
  - 1. Board of Appeals
    - a. Roy Rowland
  - 2. Inland Wetlands
    - a. Madeleine Lowry

## **Q. APPOINTMENTS**

1. Library Commission (re-appointments)
  - a. Martha Rennie, Term expires 2/2020
  - b. Marie Roberto, Term expires 2/2020
  - c. Diane Mongold, Term expires 2/2020
  - d. Margaret Colella, Term expires 2/2020
2. Board of Appeals
  - a. Jay Polke (to fill vacancy), Term Expires November 2017

## **R. TOWN COUNCIL COMMISSION LIAISON REPORTS**

## **S. ADJOURNMENT**

### Rules for Citizen Comments:

1. Each speaker will have a total of 3 minutes to speak on the issues of their choice;
2. The Mayor shall recognize only one speaker at a time;
3. The purpose of the Citizen Comment period is to give the residents of Cromwell, or others, the opportunity to make comments regarding matters of public concern, town policies or actions of the town, and to ask questions of the Council or Town Staff. All questions and comments will be taken under advisement and questions raised may be answered this evening or addressed at a later date. There will be no open debate with the Council members during the public comment period and all questions and comments shall be directed to the Mayor;
4. The Mayor shall have the right to discontinue recognition of any speaker whom the Mayor believes is not using proper decorum for a public meeting; is verbally abusive of a member, or members of the Council, Town Staff, or the public; becomes belligerent; or uses profanity.

Bill Dist/Susp/Bank	Name Address	Prop Loc/Vehicle Info. UniqueID/Reason	Int Date: 02/03/2016	Paid Date	Tax	Int	I/F	Total Adjusted	Overpaid Tax
2013-03-0034023	HYUNDAI LEASE TITLING N PO BOX 105299 ATLANTA GA 30348-5299	11/SXKUDA14BG133403 MV-034023		12/30/2015	162.05 490.79	0.00 0.00	0.00 0.00	162.05 490.79	-328.74
2013-03-0121067	CHUSMIR KIMBERLY E N 1 RYAN COURT CROMWELL CT 06416-1110	Sec. 12-129 Refund of Excess Payments. 12/5TDDK3EH0CS116473 MV-121067		4/15/2015	796.06 821.56	0.00 49.87	0.00 0.00	796.06 871.43	-25.50
2013-03-0274922	PESSA JOSEPH J N 1 COZY COURT CROMWELL CT 06416-2313	Sec. 12-129 Refund of Excess Payments. 8/WVFA71F18V024695 MV-027492-2		1/6/2016	348.44 463.76	0.00 0.00	0.00 0.00	348.44 463.76	-115.32
2013-03-0565553	VAULT TRUST N PO BOX 8138 COCKEYSVILLE MD 21030-8138	Sec. 12-129 Refund of Excess Payments. 11/1J4RR4GG4BC603987 MV-056555-3		12/17/2015	154.08 616.34	0.00 0.00	0.00 0.00	154.08 616.34	-462.26
2013-03-2585216	VAULT TRUST N 9401 JAMES AVENUE S BLOOMINGTON MN 55431-2500	Sec. 12-129 Refund of Excess Payments. 10/2CTALDEW9A6362115 MV-025852-16		12/17/2015	294.56 441.63	0.00 0.00	0.00 0.00	294.56 441.63	-147.07
2013-03-2585220	VAULT TRUST N 9401 JAMES AVENUE S BLOOMINGTON MN 55431-2500	11/1GKVVRED7BJ284870 MV-025852-20		12/17/2015	116.98 700.55	0.00 0.00	0.00 0.00	116.98 700.55	-583.57
2013-03-2585224	VAULT TRUST N 9401 JAMES AVENUE S BLOOMINGTON MN 55431-2500	11/1J4RR4GG9BC737068 MV-025852-24		12/17/2015	462.26 616.34	0.00 0.00	0.00 0.00	462.26 616.34	-154.08
2013-03-2585225	VAULT TRUST N 9401 JAMES AVENUE S BLOOMINGTON MN 55431-2500	11/1J4RR4GG1BC633481 MV-025852-25		12/17/2015	308.18 616.34	0.00 0.00	0.00 0.00	308.18 616.34	-308.16
2013-03-2585227	VAULT TRUST N 9401 JAMES AVENUE S BLOOMINGTON MN 55431-2500	11/W04GP5ECOB1122908 MV-025852-27		12/17/2015	187.50 449.61	0.00 0.00	0.00 0.00	187.50 449.61	-262.11
2013-03-5655511	VAULT TRUST N PO BOX 8138 COCKEYSVILLE MD 21030-8138	12/1G6DM5E39C0107223 MV-056555-11		12/17/2015	564.36 752.46	0.00 0.00	0.00 0.00	564.36 752.46	-188.10
2013-03-5655517	VAULT TRUST N PO BOX 8138 COCKEYSVILLE MD 21030-8138	11/1D7RV1CT4BS568818 MV-056555-17		12/17/2015	512.45 683.24	0.00 0.00	0.00 0.00	512.45 683.24	-170.79
2013-03-5655519	VAULT TRUST N PO BOX 8138 COCKEYSVILLE MD 21030-8138	12/1C4RJFAGXCC175894 MV-056555-19		12/17/2015	109.93 658.28	0.00 0.00	0.00 0.00	109.93 658.28	-548.35
2014-01-0000470	BLASCO EDWARD B TRUSTEE N 10 ROBIN LANE CROMWELL CT 06416	10 ROBIN LANE 00042500		1/7/2016	4,912.00 4,942.00	0.00 0.00	0.00 0.00	4,912.00 4,942.00	-30.00
2014-01-0001589	DUNHAM VIRGINIA N 1320 CROMWELL HILLS DRIVE CROMWELL CT 06416	Sec. 12-129 Refund of Excess Payments. 1320 CROMWELL HILLS DRIVE 1-32 00146600		1/4/2016	1,091.44 1,118.44	0.00 0.00	0.00 0.00	1,091.44 1,118.44	-27.00
2014-03-0051673	CACCAMO VINCENT J N 24 DEER RUN MARLBOROUGH CT 06447-1127	Sec. 12-129 Refund of Excess Payments. 2008/CT39757 51673		12/23/2015	172.05 257.94	0.00 23.66	0.00 0.00	172.05 281.60	-85.89
2014-03-0056538	KIRK JACOB D N 63 EDGE HILL RD WALLINGFORD CT 06492-5402	Sec. 12-129 Refund of Excess Payments. 1996/1J4FJ68S2TL166050 56538		1/14/2016	75.33 595.48	0.00 5.16	0.00 0.00	75.33 600.64	-520.15
2014-03-0058292	MILLS KELLY MICHELLE N 3 WALTER PL BRISTOL CT 06010-7938	Sec. 12-129 Refund of Excess Payments. 2011/JM1BL1VG5B1437937 58292		10/16/2015	308.38 630.63	0.00 10.63	0.00 0.00	308.38 641.26	-322.25
2014-04-0080011	ACAR LEASING LTD N PO BOX 1990 FT WOTH TX 76101	Sec. 12-129 Refund of Excess Payments. 2015/2GRFLWEK5F6151449 80011		1/8/2016	320.29 512.32	0.00 0.00	0.00 0.00	320.29 512.32	-192.03
2014-04-0080955	HONDA LEASE TRUST N 600 KELLEY WAY HOLYOKE MA 01040-9681	Sec. 12-129 Refund of Excess Payments. 2015/1HCCR2F85FA048528 80955		1/15/2016	0.00 263.05	2.00 0.00	0.00 0.00	2.00 263.05	-261.05
2014-04-0080971	HONDA LEASE TRUST N 600 KELLEY WAY HOLYOKE MA 01040-9681	2014/19XFB2F80EE270115 80971		1/19/2016	-263.05 75.70	0.00 0.00	0.00 0.00	-263.05 377.64	-301.94
2014-04-0082139	TOYOTA LEASE TRUST N	Sec. 12-129 Refund of Excess Payments. 2015/JTJBM7FXFX5097565			635.61	0.00	0.00	635.61	

Adjusted

Condition(s) :  
 Bill Name  
 Dist/Susp/Bank Address

Prop Loc/Vehicle Info.  
 UniqueID/Reason

82139  
 Sec. 12-129 Refund of Excess Payments.

BOX 105386  
 ATLANTA GA 30348

21

Int	Tax	Int	L/F	Total Adjusted	Overpaid Tax
0.00	1,058.91	0.00	0.00	1,058.91	-423.30
2.00	11,607.65	2.00	0.00	11,609.65	
89.32	17,067.31	89.32	0.00	17,156.63	
<b>0.00</b>	<b>-5,459.66</b>	<b>0.00</b>	<b>0.00</b>	<b>-5,459.66</b>	<b>Adjusted</b>

TOTAL

**EQUIPMENT SHARING AGREEMENT:  
MULTI-TOWN EQUIPMENT COOPERATIVE  
ICE GRANT**

**WHEREAS**, General Statutes § 7-148cc establishes a process wherein municipalities may develop and implement Equipment Sharing Agreements to provide shared equipment and other assets; and

**WHEREAS**, Section 75 of Public Act 11-57 establishes the Intertown Capital Equipment Purchase Incentive (ICE) Program, intended to foster and enhance joint provisions of municipal equipment sharing across town borders; and

**WHEREAS**, the exchange, furnishing or providing by one or more municipalities for joint use of certain equipment has been found to be of benefit to all participating municipalities, both in making more equipment available and in reducing the cost of such equipment use; and

**WHEREAS**, the Towns of Portland, Connecticut and Cromwell, Connecticut desire to enter into an Equipment Sharing Agreement for the shared use of equipment (set forth in Schedule A to this agreement); and

**WHEREAS**, a portion of the equipment is expected to be purchased through grant funding from the State of Connecticut as part of the ICE Program and the balance will be shared among the Participating Municipalities.

**WHEREAS**, the Participating Municipalities are in receipt of the following grant from the Intertown Capital Equipment (“ICE”) Purchase Incentive Program, General Statutes § 4-66m:

<i>GRANT</i>	<i>EQUIPMENT</i>	<i>GRANT AMOUNT</i>
ICE	John Deere 550K Crawler/Dozer	\$ 146,000
	Crafco 125 gallon crack sealer	\$ 48,500
	Trakstar Video Pipeline Inspection Equipment	\$ 41,000

**WHEREAS**, the ICE grant program is administered by the State of Connecticut Office of Policy and Management (“OPM”).

**NOW THEREFORE**, to accomplish the goal of providing necessary municipal services in an efficient manner by sharing equipment with neighboring towns, each Participating Municipality hereby adopts this Equipment Sharing Agreement (“the Agreement”) according to the following terms:

1. Portland, Connecticut shall be the “title owner” for the Equipment listed on Schedule A and it will be carried on its schedule of property for insurance. In the event of damage to the Equipment which results in an insurance claim, the deductible will be payable by the municipality that had use of the Equipment at the time of the accident, said use defined herein as “care, custody, and control”. The insurer for the Title Owner represents and agrees that the deductible may be paid by a town other than the title owner town and that such payment shall not prevent payment of the claim. For subsequent pieces of equipment covered by this Agreement, the designated title holder shall be defined in Schedule A as amended from time to time. Each Participating Municipality agrees to cover the equipment while in its care, custody or control, for general liability coverage.

2. Governing Committee: Each Participating Municipality shall appoint the Town’s chief executive officer or designee as the point of contact for this Agreement (collectively “the Committee”). The Committee shall address any concerns that come up which are not explicitly defined in the Equipment Sharing Agreement and will be the ultimate arbiter of any disagreements among towns relative to any aspect of the Agreement. The Committee will be advised by the public works directors of each Participating Municipality relative to issues related to acquisition, use and maintenance of equipment.

3. Liability: Each Town will be responsible for any liability issues including but not limited to claims by its employees and by third parties that arise out of an event that occurs while it has care, custody and control of the Equipment.

4. Hold Harmless: The Participating Municipalities agree that the title owner municipality shall be held harmless from any and all claims of liability and expenses related to those claims that may arise from an occurrence when the equipment is in the possession of another Participating Municipality. As a condition to the title owner municipality agreeing to enter into this Equipment Sharing Agreement, each of the Participating Municipalities agrees to execute not later than the execution of this Agreement, a hold harmless and indemnification agreement in a form approved by the chief administrative officers of each participating municipality and satisfactory to the title owner municipality. The hold harmless and indemnification agreement will include indemnification and/or attorney’s fees for any “suit” in which the title owner municipality is a party, including but not limited to disputes with regard to liability and any other associated collection costs. Irrespective of any other provision to the contrary in this Equipment Sharing Agreement, the title owner municipality may withdraw from the Agreement if any of the other Participating Municipalities has failed to execute such a hold harmless and indemnification agreement by that date.

5. Amendments: The Agreement may be amended by vote of the legislative body of each Participating Municipality in the same manner as its adoption. The Participating Municipalities agree that additional municipalities may join this Agreement through an amendment to the Agreement as set forth in this section. The process to allow additional members to join the Agreement shall be established by the Committee and made an exhibit to the Agreement. The Participating Municipalities shall be empowered to add to or subtract from the listed equipment from time to time upon the majority vote of the Committee members without amendment to this Agreement. The title owner municipality shall notify its insurance carrier of

any and all additions or subtractions. It shall be the responsibility of each Participating Municipality to properly train its operators to use the equipment subject to this Equipment Sharing Agreement.

6. Operational Considerations: The following operational considerations shall be enforced by the Participating Municipalities through their respective Committee representatives:

- a. Housing: The equipment shall be housed in the municipality to last use it unless, by vote of the Governing Committee, the decision is made to house the equipment in a different location.
- b. Maintenance: The town housing the equipment will be responsible for performing routine maintenance based upon the manufacturer's recommendations; keeping a log of equipment usage including town utilization, operator, hours of use and mileage; inspecting the equipment in cooperation with the municipal operator prior to and after each use by a Participating Municipality; completing a checklist on equipment condition before and after each use by a Participating Municipality; and documenting any damage in writing. Copies of any damage reports should be sent to the Governing Committee as soon as possible after the damage occurs.
- c. Insurance: The equipment will be covered under Portland, Connecticut's insurance policies. Any liability insurance of the municipality that is using the equipment shall be considered primary over any other collectible insurance regardless of any other insurance clauses.
- d. Insurance Deductible: If equipment is damaged by operator negligence in any town and insurance covers repair of the damage to the equipment, any deductible on that insurance will be reimbursed to the housing town by the town responsible for the operator's performance.
- e. Operating Costs: The housing town will cover routine operating costs (maintenance, insurance) and will bill the other towns on a regular basis (quarterly or annually). Routine operating, maintenance and repair costs other than fuel will be shared equally by the two towns unless otherwise directed by the Governing Committee. The municipality using the equipment is responsible for transporting the equipment to and from the housing facility. Fuel will be provided by the town using the equipment; each Participating Municipality agrees to take the equipment full and return it full.

The Towns shall maintain and repair the equipment based on manufacturer's recommendations and shall share the costs equally. In the event the equipment is damaged due to the negligence of one of the Towns, that Town shall be responsible for making the repair and paying for the repair unless otherwise directed by the Governing Committee. The housing town will periodically evaluate each piece of equipment acquired under this agreement and each year will provide the Committee with an estimate of the cost of maintenance for the coming fiscal year prior to the

annual budget cycle so that each town can plan for their share of the cost in its annual budget.

- f. Operator Proficiency: Each Participating Municipality shall be responsible for ensuring that its staff is competent to use the Equipment and for addressing staff performance issues under the town's personnel policies should the Equipment be misused or damaged by an operator in that town.
- g. Scheduling Use: Scheduling will be managed by the public works directors of each Participating Municipality.
- h. Municipal Participation: The agreement will remain in force as long as at least two towns continue to participate.
- i. Public Works Assistance Agreement: If a Participating Municipality elects to retain the services of the personnel from another Participating Municipality for the operation of the Equipment, the terms and conditions of the arrangement shall be subject to a separate agreement between the two Participating Municipalities.

7. Term: Subject to Section 10 herein, this Agreement shall remain in effect for five (5) years, with the first year beginning 2016 and the last year expiring 2021. The Agreement shall automatically renew for successive terms of five (5) additional years unless one Participating Municipality provides a written notice to the others of its election not to renew the Agreement for another five (5) assessment years. Such notice must be provided at least sixty (60) days prior to the scheduled expiration of the original or any renewal term of the Equipment Sharing Agreement. Notwithstanding the foregoing, this Agreement shall terminate fifteen (15) years from the date of its execution by the two originating Participating Municipalities.

8. Dispute Resolution: Disputes arising from the operation or interpretation of this Equipment Sharing Agreement that cannot be resolved by the Participating Municipalities shall be submitted to mediation and arbitration to the American Arbitration Association (AAA) according to its rules and procedures.

9. Governing Law: This Equipment Sharing Agreement shall be governed by the laws of the State of Connecticut. Any changes to the Equipment Sharing Agreement not within the scope of the powers granted to the Governing Committee shall be in writing in a document duly executed by each Participating Municipality. The Participating Municipalities may separately execute counterpart originals of this Equipment Sharing Agreement (and any amendments thereto) which together shall be deemed to constitute one and the same agreement.

10. Adoption: This Agreement shall be adopted in accordance with General Statutes section 7-339c. The Participating Municipalities agree to follow the procedures for review of this Agreement at least once every five years set forth in General Statutes § 7-148cc.



11. Execution: The Chief Executive Officer of each of the Participating Municipalities is hereby authorized to execute this Equipment Sharing Agreement after authorization of the Agreement by the Town's legislative body.

WHEREFORE, each Participating Municipality has duly approved and caused to be executed this Equipment Sharing Agreement on the dates set forth below, to be effective for the year commencing on 2016.

This First Amendment may be approved by counterparts by each Participating Municipality.

*[Remainder of Page Intentionally Left Blank]*

TOWN OF PORTLAND

TOWN OF CROMWELL

*Susan S. Bransfield*

By: Susan S. Bransfield  
Title: First Selectwoman  
Date: January , 2016

\_\_\_\_\_  
By: Anthony Salvatore  
Title: Town Manager  
Date: January , 2016

**Approved by**  
Board of Selectmen 1-20-2016

TOWN OF \_\_\_\_\_

TOWN OF \_\_\_\_\_

\_\_\_\_\_  
By:  
Title:  
Date:

\_\_\_\_\_  
By:  
Title:  
Date:

(\*Note: be sure all parties sign and date the agreement prior to the effective date of the agreement.)

SCHEDULE A

EQUIPMENT SHARING AGREEMENT:  
MULTI-TOWN EQUIPMENT COOPERATIVE

<b>Equipment List:</b>	<b>Title Owner:</b>
John Deere 550 Crawler/Dozer	Portland, CT
Crafco 125 gallon crack sealer	Portland, CT
Trakstar Video Pipeline Inspection Equipment	Portland, CT

Resolution of the Cromwell Town Council  
February 10, 2016

So it be resolved on this date February 10, 2016 the Cromwell Town Council has voted to move forward with the creation of a Charter Revision Commission.

TOWN OF CROMWELL  
TOWN COUNCIL  
SPECIAL MEETING  
WEDNESDAY JANUARY 13, 2016  
6:30 PM TOWN HALL ROOM 224/5

RECEIVED FOR FILING  
1/15 2016 at 12:02 P.M.  
TOWN CLERK'S OFFICE  
CROMWELL, CONN.

*Gloria Prendergast, Asst.*  
TOWN CLERK

MINUTES

Present: Mayor E. Faienza, Deputy Mayor R. Newton, E. Wenners, S. Slade,  
F. Emanuele, A. Waters, T. Tokarz (arrived at 6:48 p.m.)

Absent:

Also Present: Town Manager A. Salvatore, Finance Director M. Sylvester, Tax  
Collector D. Sienna, Public Works Director L. Spina, Town Labor Attorney K.  
Weinstock, Pentagon Energy LLC representatives Attorney T. Durkin, Engineer J.  
Cassidy and Attorney S. Petrella, public and press.

**A. CALL TO ORDER**

Mayor Faienza called the Special Meeting to order at 6:31 p.m.

**B. EXECUTIVE SESSION**

**Motion** made by A. Waters seconded by F. Emanuele and *unanimously carried* to  
adjourn to Executive Session at 6:32 p.m. in Room 222.

Town Manager A. Salvatore and Attorney Weinstock were invited into Executive  
Session for item 1.

Public Works Director Spina and Tax Collector D. Sienna were invited into  
Executive Session for item 2.

Pentagon Energy LLC representatives Attorney T. Durkin, Engineer J. Cassidy and  
Attorney S. Petrella were invited into Executive Session for item 3.

T. Tokarz arrived at 6:48 and joined the Executive Session

1. Negotiation Strategy

a. Expiration of March 13, 2015 Agreement between Town of Cromwell and  
UPSEU.

2. Acquisition of Property

a. Update of status tax sale, 9 Kirby Road.

3. To discuss a matter which would result in the disclosure of exempt  
information per Conn. Gen. Stat. subsection (b) of section 1-210.

**Motion** made by E. Wenners seconded by F. Emanuele and *unanimously carried* to  
come out of Executive Session at 8:11 p.m.

4. Action on Executive Session items, if necessary.

*No action taken*

C. ADJOURNMENT

Motion made by F. Emanuele seconded by A. Waters and *unanimously carried* to adjourn the Special Meeting at 8:11 p.m.

Respectfully submitted,

A handwritten signature in cursive script that reads "Re Matus". The signature is written in black ink and is positioned above a horizontal line.

---

Re Matus  
Secretary

TOWN OF CROMWELL  
TOWN COUNCIL  
REGULAR MEETING  
WEDNESDAY JANUARY 13, 2016  
7:00 PM TOWN HALL ROOM 224/5

RECEIVED FOR FILING  
1/15 2016 at 12:02 P.M.  
TOWN CLERK'S OFFICE  
CROMWELL, CONN.

*Gloria Prendergast Asst.*  
TOWN CLERK

MINUTES

Present: Mayor E. Faienza, Deputy Mayor R. Newton, E. Wenners, S. Slade,  
F. Emanuele, A. Waters, T. Tokarz

Absent:

Also Present: Town Manager A. Salvatore, Chief of Police D. LaMontagne, Director of  
Public Works L. Spina, Director of Finance M. Sylvester, Public and Press

**A. CALL TO ORDER**

Mayor Faienza called the meeting to order at 8:11 p.m.

**B. PLEDGE OF ALLEGIANCE**

S. Slade led the Pledge of Allegiance.

**C. APPROVAL OF AGENDA**

Motion made by R. Newton seconded by F. Emanuele and *unanimously carried* to  
approve the agenda.

**D. COMMISSION CHAIRMAN REPORTS/LIAISON REPORTS**

Board of Education Liaison P. Sousa gave an update on Board of Education  
activities.

**E. CITIZEN COMMENTS**

1. S. Stachura, Geer Street - In favor of New Business items #2 and #4.
2. R. Papallo, Woodbridge Lane- Stated that she has observed several vehicles and  
school busses running red lights. Ms. Papallo requested camera installations on  
Route 372. (Chief LaMontagne stated that the State of Connecticut does not  
have legislation that would allow cameras)
3. R. Waters, South Street - Stated that in the past a restaurant wanted to build on  
the Riverfront and it wasn't allowed. He inquired why they are looking into  
developing the riverfront at this time.
4. P. Sousa, asked Ms. Papallo to notify the Board of Education if she observes a  
Cromwell School Bus running a red light.

## **F. MAYOR'S REPORT**

Mayor Faienza reported:

- The Business Tours continue. The last tour was to Carey Manufacturing, it was very interesting.
- Reminded everyone that the Transfer Station will continue to accept recyclables such as brush, leaves, oil and antifreeze without a punch card.
- There will be a Grand Opening for Block Advisors tomorrow at 4 p.m.
- The Knights of Columbus Man of the Year presentation will be Friday at 2 p.m. in the Town Hall Lobby. There will also be a reception in the evening at the Knight's Hall.
- The Budget process has begun. The Budget Workshop dates will be selected at the February Meeting.

## **G. TOWN MANAGER'S REPORT**

Town Manager Salvatore reported:

- He met with Department Heads last week regarding the upcoming budget. The new format of including goals and objectives in the budget process was explained. They were asked to submit an austere budget, however if they strongly feel that something is necessary it should be included in their budget at the Manager level with detailed explanation as to why it is needed.
- He is going forward with the re-organization.
- He is going forward cleaning up several Ordinances including; The Farmer's Market and changes in the Animal Control area.
- Finance Director Sylvester 'hit it out of the park' with her efforts to refinance bonds. It will result in a savings of approximately \$150,000 over the next six years.
- He has received letters from two Unions to negotiate their contracts. He had a preliminary meeting to review the contracts with our Labor Attorney Ken Weinstock, Finance Director Sylvester and Public Works Director Spina.
- The agreements with the Cromwell Outboard Boat Association and the Hayfield Agreement with Mr. O'Toole have been signed.
- He has received several complaints regarding the poor condition that the Community Garden was left in at the end of the growing year. He will work to resolve this issue and make sure that the rules and regulations are followed going forward.
- He was asked to serve on the Executive Board of Directors for the Lower River Valley Council of Governments. He accepted the appointment.
- He appointed John Whitney, Phoenix Farm, to serve as Cromwell's representative to the Regional Agriculture Council.

## **H. CHIEF OF POLICE'S REPORT**

Chief LaMontagne reported:

Chief asked Ms. Papallo to notify the Police if she observes School buses running a red light.

- The Monthly Statistics were distributed to the Council for December.



- So far this year there have been 300 calls for service.
- She is in the process of preparing the Police Budget.
- Recruits Palmerie and Perricone are doing very well at the Academy.
- Dispatcher Beckford resigned so they will be working to fill the open position.
- The process to hire a new officer is in the final stages.
- The Detective Division is working on the Dairy Plus robbery.
- A Press Release was distributed warning residents regarding a phone scam where the caller states that they are from the IRS.

## I. PUBLIC WORK DIRECTOR'S REPORT

Public Works Director L. Spina reported:

- As reported last month, we have entered into an agreement with the Town of Glastonbury for the procurement of liquid brine to pre-wet our roads before pending storm. We have taken advantage of this over the past couple of weeks and pre-treated our bridge decking, hill, curves and problematic intersections.
- The preliminary report from pavement management consultant has been received. VHB plans to make a presentation at February meeting.
- Cromwell Downtown Drainage - currently being advertised, plans and specs pickup starts Friday the 15<sup>th</sup> and the bid opening is February 16<sup>th</sup>. Construction is scheduled to take place this summer.
- Raymond Place Project - State and Federal permits completed ahead of schedule. Could start in July of 2016 if the Town wishes to bond for this project this season. Estimated at \$4M
- County Line Drive should be complete this week - check grass in spring.

## J. FINANCIAL

### 1. Refunds

**Motion** made by A. Waters seconded by E. Wenners and *unanimously carried* to approve tax refunds 1 - 19.

### 2. Budget Reports

Finance Director Sylvester presented the Budget Reports.

- At this time there are no concerns.
- Feels as though it appears that at this time the State reduction of \$73,296 to the Town can be absorbed within the budget.
- Discussed General Government Response to Audit's Management Letter FY 14/15 that was included in the agenda packet.

## K. STAFF REPORTS

1. Economic Development Coordinator Report - December. Written report was included in agenda packet.

## L. UNFINISHED BUSINESS

1. Presentation by consulting engineer on possible sites for a new DPW/CWPCA facility with discussion and possible action to follow. -*Tabled Left on table.*
2. Continue discussion and possible action on Solid Waste Report. -*Tabled Left on table.*

## M. NEW BUSINESS

1. Discussion and action to approve allowing Town Manager Salvatore to file for and sign the 2015 Emergency Management Performance Grant (EMPG).  
Chief LaMontagne presented the request.  
**Motion** made by A. Waters seconded by R. Newton and *unanimously carried* to authorize Town Manager Salvatore to file for and sign the 2015 Emergency Management Performance Grant (EMPG)
2. Discussion and possible action to approve Economic Development's request to Fund Phase II Environmental Assessment for Frisbee Park. The estimated cost for the study is \$30,000.  
Town Manager Salvatore stated that he supports this request but would like to see this presented in the budget process as a capital item. The Council agreed that this request should be included with the budget process as a Capital Request.
3. Discussion and possible action to authorize the Town Manager to submit the STEAP Grant Application for the County Line Drive Intersection Improvements in the amount of \$500,000.  
**Motion** made by R. Newton seconded by A. Waters and *unanimously carried* to authorize the Town Manager to submit the STEAP Grant Application for the County Line Drive Intersection Improvements in the amount of \$500,000.
4. Discussion and possible action to approve request, from the Redevelopment Agency, to fund a study to improve access to Cromwell's Riverfront.  
Town Manager Salvatore and Finance Director Sylvester would like to see this presented within the budget process as a capital item. The Council agreed that this request should be included with the budget process as a Capital Request.
5. Discussion and possible action to accept Deming Lane and Robbie Road as Town Roads.  
**Motion** made by A. Waters seconded by E. Wenners and *unanimously carried* to accept Deming Lane and Robbie Road as Town Roads.

6. Discussion and possible action to amend Freedom of Information requests, Summary of Charges to reflect Town Clerk's Basic Fee Schedule; copies of maps, surveys and certifying maps, etc.

Town Manager Salvatore presented the request.

**Motion** made by A. Waters seconded by T. Tokarz and *unanimously carried* to approve amending the FOIA Summary of Charges E.3 \$5.00 for maps and \$2.00 for certifying maps.

#### **N. APPROVAL OF MINUTES**

1. Regular Meeting, December 9, 2015

**Motion** made by F. Emanuele seconded by A. Waters and *unanimously carried* to approve the Regular Meeting Minutes of December 9, 2015.

#### **O. RESIGNATIONS**

None

#### **P. APPOINTMENTS**

1. Sub-Registrars

- a. Jay Doolittle, Cromwell Funeral Home

- b. Louis Sarno, D'Angelo's Funeral Home

**Motion** made by A. Waters seconded by E. Wenners and *unanimously carried* to approve Mr. Doolittle and Mr. Sarno's appointments as Sub-Registrars.

#### **Q. TOWN COUNCIL COMMISSION LIAISON REPORTS**

T. Tokarz -Redevelopment Agency

A. Waters -Historical Society and Economic Development Commission

F. Emanuele -Board of Education

E. Faienza -Library Commission

R. Newton -CWPCA Special Meeting and Budget Hearing will be held on March 25th

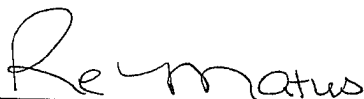
E. Wenners -Planning and Zoning

S. Slade -Fire Commission and Parks and Recreation

#### **R. ADJOURNMENT**

**Motion** made by R. Newton seconded by S. Slade and *unanimously carried* to adjourn the meeting at 9:05 p.m.

Respectfully submitted,



Re Matus  
Secretary

## Incident Statistics Report

12/01/2015 00:00 Thru 12/31/2015 23:59

Call Type Description	Total for Period
911 Hang Up Call	7
Administrative Matter	31
Alarm - All types	38
ALARM-FALSE BILLABLE	22
All Other Offenses	7
Animal Complaint	28
Assault, Aggravated	1
Assault, Simple	2
Assist Motorist	33
Assist Other Agency	26
Car Seat Installation	1
Civil Matter	4
Counterfeit/Forgery	3
Credit Card/ATM Fraud	2
Criminal Mischief / Vandalism	4
Dis Conduct/BOP	3
Domestic Incident	3
DUI	3
Escort	2
Fingerprinting	30
FV Protocol / P.A.	9
Harrassing Phone Calls	3
Identity Theft	3
Juvenile Incident	5
Larceny - From Building	2
Larceny - From MV	6
Larceny - MV Parts/Access	2
Larceny -Shoplifting	20
Larceny- Other	7
Medical Emergency	51
MV Accident	33
MV Abandoned	1
MV ACCIDENT PRIV PROP	7
MV Parking Violation	37
MV Theft	1
MV Violation	99
Noise Complaint	5
Patient Dispute	2
Property Check	51

## Incident Statistics Report

12/01/2015 00:00 Thru 12/31/2015 23:59

Call Type Description	Total for Period
Property Lost/Found	7
Property Seized	1
Record Only Call	8
Road Cond/TCS Out	8
ROBBERY	1
See Complainant	34
Suspicious Activity	63
TEST CALL	4
Threaten/Harass/Intimidation	2
Traffic Assignment	5
Unfounded Complaint	10
Untimely Death	1
Unwanted Person	7
Well Being Check	14
<b>Total:</b>	<b>759</b>

*re*

**Ahlquist, Joan**

**From:** LYNDA & ROY [royjrowland@comcast.net]  
**Sent:** Wednesday, January 13, 2016 4:22 PM  
**To:** Ahlquist, Joan  
**Cc:** kaspotts@snet.net  
**Subject:** Resignation of Roy J. Rowland from Cromwell Board of Assessment Appeals.

January 13, 2016

Cromwell Town Clerk  
Attn: Joan Ahlquist, Cromwell Town Clerk  
41 West Street  
Cromwell CT 06416

Joan:

This letter is my letter of resignation from the Cromwell Board of Assessment Appeals, effective January 13, 2016.

As a result of my six-evenings per week job, I cannot fulfill the capacity of member of the Board of Assessment Appeals. I am grateful to the citizens of Cromwell for having reelected me to this important three-member board in November, 2015.

It is my hope that the timing of this letter of resignation should allow sufficient time for the selection of a replacement member in advance of the busy winter-spring appeals season.

May I again express my appreciation to the citizens and voters of Cromwell, my fellow board members and our Cromwell community for the opportunity to serve.

Sincerely,

Roy Rowland  
6 Clubhouse Drive  
Cromwell CT 06416  
RoyJRowland@comcast.net

RECEIVED FOR FILING  
*1-14 2016 at 1:29 M.*  
TOWN CLERK'S OFFICE  
CROMWELL, CONN.

*Joan Ahlquist*  
TOWN CLERK