

TOWN OF CROMWELL
TOWN COUNCIL
SPECIAL MEETING
TUESDAY MAY 3, 2016
4:10 PM TOWN HALL ROOM 224/5

AGENDA

RECEIVED FOR FILING
4-29 2016 at 11:16 A.M.
TOWN CLERK'S OFFICE
CROMWELL, CONN.

Lui Lavacchia, Asst
TOWN CLERK

A. CALL TO ORDER

B. APPROVAL OF AGENDA

C. NEW BUSINESS

1. Acknowledge correction of switched amounts for parking lot improvements and lighting improvements on the Town Council Resolution. The total amount of the resolution and the motion that was made remain correct.
Amounts should read:
 - a. Various parking lot improvements - estimated cost of \$500,000
 - b. Various lighting improvements - estimated cost of \$775,000
2. Discussion and action to approve SYSCO's Master Plan of Future Development.
 - a. Authorize Town Manager Salvatore to sign agreement.

D. APPOINTMENTS

1. Board of Education
 - a. Scott Lamberson (to fill a vacancy) term expires November 2017.

E. ADJOURN

Matus, Re

From: Sylvester, Marianne
Sent: Wednesday, April 27, 2016 3:04 PM
To: Matus, Re; Salvatore, Anthony; Enzo Faienza
Subject: agenda item - correction to Town Council resolution

At their April 13, 2016 meeting, the Town Council approved a resolution supporting a supplemental appropriation of \$5,666,000 for road improvements (\$4,000,000), repairs to the elevator at Town Hall (\$200,000), various parking lot improvements (\$775,000), and various lighting improvements (\$500,000), plus financing costs.

In reviewing this resolution for the Board of Finance meeting, I noticed the estimated costs for the parking lot improvements and the lighting improvements were switched. The **various parking lot improvements** should have had an **estimated cost of \$500,000** and the **various lighting improvements** should have had an **estimated cost of \$775,000**. The Town Council must be made aware of this correction in the back-up documentation they received in their April 13, 2016 agenda packet for the motion that was made under agenda item L.(2) and the meeting minutes at which they are made aware of this correction must reflect that they were made aware.

Since the Town Council will be having a special meeting next week, could you please add an agenda item such as: Notification of correction to internal estimated cost figures for the Town Infrastructure and Facilities Improvement project as approved at the April 13, 2016 meeting. **Corrected to read: Various parking lot improvements - estimated cost \$500,000; Various lighting improvements - estimated cost of \$775,000.** The total amount of the resolution and the motion that was made remain correct.

The Special Town Meeting should be scheduled after this May Town Council meeting.

Thank you --

Marianne Sylvester
Finance Director
Town of Cromwell

860-632-3416

msylvester@cromwellct.com

RESOLUTION

REGARDING SYSCO CONNECTICUT, LLC'S MASTER PLAN OF FUTURE DEVELOPMENT

WHEREAS, on or about March 18, 2016, the Town of Cromwell ("Town") and Sysco Connecticut, LLC ("Sysco") (collectively, the "Parties") entered into a purchase and sale agreement (as amended from time to time, the "PSA") whereby Sysco agreed to convey to the Town approximately 0.62 acres of Sysco's property located adjacent to Cromwell Avenue and County Line Road within the town of Rocky Hill and commonly known as 100 Inwood Road, Rocky Hill, Connecticut 06067 (the "Property"); and

WHEREAS, as part consideration for the transfer, the Town agreed to pass a binding resolution confirming its acceptance and evidencing its approval of Sysco's master plan for Sysco's future expansion of Sysco's existing facility located at Sysco's retained portion of 100 Inwood Road, Rocky Hill, Connecticut 06067, provided that such master plan is substantially similar to the plan appended to this Resolution as Exhibit "A" and incorporated herein by this reference (such plan, the "Master Plan; such expansion, the "Future Expansion"); and

WHEREAS, the Parties also agreed to enter into a Cost-Sharing Agreement acknowledging and evidencing (i) the Town's agreement to pay all costs and expenses associated with all roadway and intersection improvements incurred in connection with the Town's contemplated re-routing of County Line Road, a public right-of-way, and (ii) the Parties' agreement to share equally in the cost of the installation of any traffic light required by a Connecticut State traffic authority to be installed to implement the Future Expansion pursuant to the Master Plan or another plan substantially similar to the Master Plan, and a copy of the Agreement is appended hereto as Exhibit "B" and incorporated herein by this reference (the "Cost-Sharing Agreement").

NOW, THEREFORE, BE IT RESOLVED:

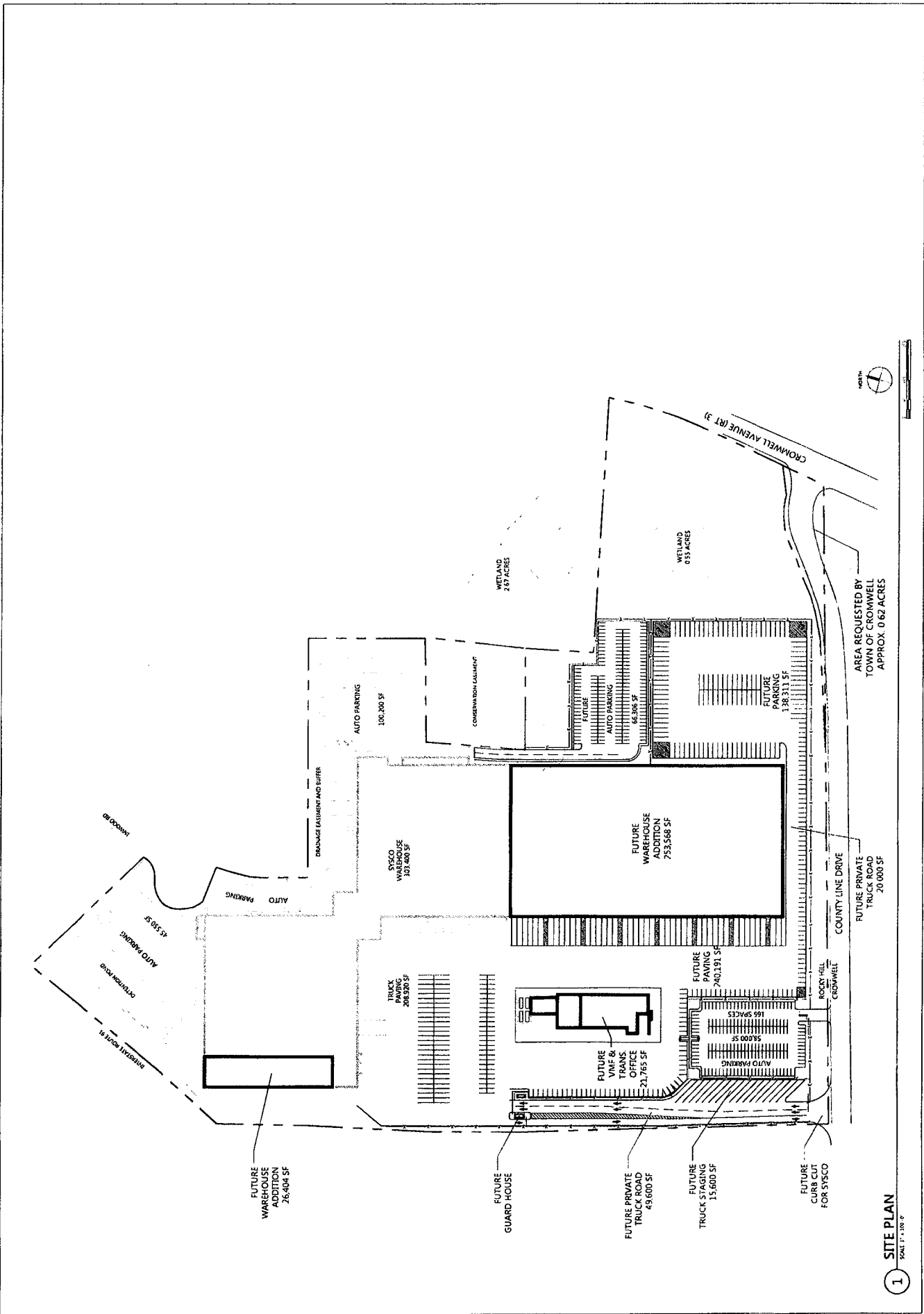
After due consideration and public comment, the Town of Cromwell hereby grants its permission for the Town to enter into the Cost-Sharing Agreement and authorizes the Town Manager, Anthony Salvatore, to execute the Cost-Sharing Agreement on behalf of the Town and all other documents necessary to acquire the Property from Sysco pursuant to the PSA; and

BE IT FURTHER RESOLVED:

That the Town does hereby approve of the Future Expansion pursuant to the Master Plan or another master plan substantially similar to the Master Plan, such approval including, but not being limited to, the Town's approval of the location of Sysco's proposed curb cut into County Line Road as shown on the Master Plan.

Respectfully submitted,

Clerk of the Town Council



COST-SHARING AGREEMENT

THIS COST-SHARING AGREEMENT (this "Agreement") is made as of the ____ day of _____, 2016, by and between SYSCO CONNECTICUT, LLC, a Delaware limited liability company ("Sysco"), and TOWN OF CROMWELL, CONNECTICUT ("Town").

WITNESSETH THAT:

WHEREAS, Town and Sysco are parties to that certain Purchase and Sale Agreement dated as of March 18, 2016 (the "PSA"), pursuant to which Sysco agreed to sell and convey to Town, and Town agreed to purchase and acquire from Sysco, approximately 0.62 acres of land, being a portion of the land commonly known as 100 Inwood Road, Rocky Hill, Connecticut 06067 (the "Property");

WHEREAS, pursuant to the terms of the PSA, and as a material portion of the consideration to be received by Sysco from Town for Sysco's conveyance to Town of the Property, Town agreed to (i) pass a binding resolution approving Sysco's master plan for Sysco's future expansion of Sysco's existing facility located at 100 Inwood Road, Rocky Hill, Connecticut 06067, provided that such master plan is substantially similar to the plan attached hereto as Exhibit "A" and incorporated herein by this reference (such plan, the "Master Plan; such expansion, the "Future Expansion"), and (ii) execute and deliver an agreement by and between Town and Sysco whereby Town agrees to pay all costs and expenses associated with all roadway and intersection improvements incurred in connection with Town's contemplated re-routing of County Line Road, and if a traffic control light is required by the State Traffic Administration to implement the Future Expansion pursuant to the Master Plan, then Town and Sysco shall share equally (50% each) in the costs and expenses for the installation of such traffic control light;

WHEREAS, Town as passed the aforementioned binding resolution, a copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, and Town and Sysco desire that this Agreement serve as the aforementioned agreement regarding the cost-sharing obligations of the Town and Sysco;

NOW, THEREFORE, for and in consideration of the premises above and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Town and Sysco hereby agree that:

1. Re-Routing of County Line Road. Town and Sysco hereby agree that except as otherwise expressly provided in Section 2 of this Agreement, (i) Town agrees to pay all costs and expenses associated with all roadway and intersection improvements incurred in connection with Town's contemplated re-routing of County Line Road, a public right-of-way (the "County Line Road Re-Routing"), and (ii) Sysco shall not be responsible for any costs and expenses associated with the County Line Road Re-Routing.

2. Traffic Control Light. Town and Sysco hereby agree that if a traffic control light is required by the State Traffic Administration for Sysco to implement the Future Expansion pursuant to the Master Plan or another plan substantially similar to the Master Plan, then (i) Town and Sysco shall share equally (50% each) in the costs and expenses for the installation of such traffic control light, and (ii) Town and Sysco shall each deliver to the applicable party their equal share (50%) of such costs and expenses for the traffic control light promptly following their receipt from time to time of invoices and/or bills evidencing same.

3. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

4. Executed Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document. This Agreement shall become effective upon the due execution and delivery of this Agreement to the parties hereto.

5. Facsimile or E-Mail. The faxed or e-mailed signature of any party shall be binding upon such party.

6. Entire Agreement. This Agreement contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, and all prior and contemporaneous understandings, agreements and representations, whether oral or written, are entirely superseded. No amendment of this Agreement shall be binding unless it is in writing and executed by the parties hereto.

7. Construction of Agreement. Each party acknowledges that it has reviewed this Agreement and has had the opportunity to consult with, and be represented by, its own competent counsel. This Agreement is, therefore, deemed to have been jointly prepared, and each party hereby agrees that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement, or any amendments or exhibits hereto.

8. Severability and Reformation. Should any provision or portion of this Agreement be held to be unenforceable or invalid for any reason, only that provision or portion shall be affected and shall be changed or reformed in the manner which most closely conforms to the lawful meaning of the original provision or portion hereof. The remaining provisions or portions of this Agreement shall remain in force and effect and shall not be affected by such holding. Subject to this subsection, either party may apply to a court or other forum specified herein of competent jurisdiction to obtain a judgment or order evidencing such reformation.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

TOWN:

TOWN OF CROMWELL, CONNECTICUT

By: _____

Name: _____

Title: _____

SYSCO:

SYSCO CONNECTICUT, LLC, a Delaware
limited liability company

By: _____

Name: _____

Title: _____