

TOWN OF CROMWELL
TOWN COUNCIL
REGULAR MEETING
WEDNESDAY DECEMBER 13, 2017
7:00 PM TOWN HALL ROOM 224/5

AGENDA

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. APPROVAL OF AGENDA
- D. COMMISSION CHAIRMAN REPORTS/LIASON REPORT
- 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. FINANCIAL
 - 1. Tax Refunds
- K. FINANCE DIRECTOR'S REPORT
 - 1. Budget Reports
- L. STAFF REPORTS
- M. NEW BUSINESS
 - 1. Grievance -UPSEU -Town Hall Union
 - a. Sarah Voog
 - b. Action if necessary
 - 2. Grievance - NIPSEU - Police Union
 - a. Sgt. Pamela Young
 - b. Action if necessary
 - 3. Discussion and action to approve attached resolution to authorize the Town Manager to sign the FFY 2017 State Homeland Security Grant Program Region 3 Memorandum of Agreement.
 - 4. Discussion and action to approve Exchange of Properties at 100 and 120 County Line Drive and 161 Coles Road.
- N. APPROVAL OF MINUTES
 - 1. Regular Meeting October 11, 2017
 - 2. Special Meeting November 13, 2017
- P. RESIGNATIONS
 - 1. Park and Recreation
 - a. Mark Carroll
- O. APPOINTMENTS
 - 1. Zoning Board of Appeals
 - a. John Whitney, to fill a 2 year vacancy, Term expires 11/19.
 - b. Brian Fisk, reappointment, alternate, term expires 11/17.
 - c. Steven Wygonowski, reappointment, alternate, term expires 12/19

RECEIVED FOR FILING
12/17 2017 at 1:14 P.M.
TOWN CLERK'S OFFICE
CROMWELL, CONN.

Gloria Brendergast, Asst.
TOWN CLERK

2. Sub-Registrars
 - a. Jay Doolittle, Cromwell Funeral Home, Term expires 11/19.
 - b. Louis Sarno, D'Angelo's Funeral Home, Term expires 11/19.
 3. Board of Finance
 - a. Allan Spotts, Alternate, Expires 12/19.
 - b. Daniel Kelly, reappointment, Term expires December 2019
 4. Municipal Agent for the Elderly
 - a. Amy Saada, reappointment, Expires 12/19.
 5. Comcast Advisory Council
 - a. Paul Duren, reappointment, Term expires December 2017
 - b. Marco Iacoveillo, reappointment, Term expires December 2017
 - c. Jay Polke, reappointment, Term expires December 2017
 6. Civil Preparedness Director
 - a. Chief Denise LaMontagne, Director, reappointment, Term expires 12/19
 - b. Captain Kevin VanderSloot, Deputy, , reappointment, Term expires 12/19
 7. EMS (North Central EMS)
 - a. Charles Epstein, reappointment, term expires 10/19
 8. Planning and Zoning Commission
 - a. John Keithan, reappointment, alternate, term expires 12/19
 - b. David Fitzgerald, reappointment, alternate, term expires 12/19
 9. Park and Recreation Commission
 - a. Michael Holcomb, Term expires 12/19
 - b. Ruth Checko, Term expires 12/21
 - c. Dan Brission, Term expires 12/21
 - d. John Schmaltz, Term expires 12/21
 10. CWPCA
 - a. Allan Spotts, to fill a vacancy, term expires 1/18
- Q. TOWN COUNCIL COMMISSION LIAISON REPORTS**
- R. 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 of 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.

Condition(s) :	Bill	Dist/Susp/Bank	Name	Address	Int Date: 12/01/2017	Prop Loc/Vehicle Info.	UniqueID/Reason	Paid Date	Tax	Int	L/F	Total Adjusted	Overpaid Tax
2015-03-0051709	CAB EAST LLC		2975 BRECKINRIDGE BLVD		7/27/2016	2014/1FMCU9GX6EUB04044	51712	7/27/2016	374.58	0.00	0.00	374.58	-75.10
	DULUTH GA 30348								449.68	0.00	0.00	449.68	
2015-03-0051710	CAB EAST LLC		2975 BRECKINRIDGE BLVD		7/27/2016	2013/1FMSK9F8XDGB90815	51713	7/27/2016	443.31	0.00	0.00	443.31	-231.32
	DULUTH GA 30348-5704								664.63	0.00	0.00	664.63	
2015-03-0051713	CAB EAST LLC		2975 BRECKINRIDGE BLVD		7/27/2016	Sec. 12-129 Refund of Excess Payments.		7/27/2016	506.07	0.00	0.00	506.07	-101.45
	DULUTH GA 30348-5704								607.52	0.00	0.00	607.52	
2015-03-0051724	CAB EAST LLC		2975 BRECKINRIDGE BLVD		7/27/2016	Sec. 12-129 Refund of Excess Payments.		7/27/2016	350.33	0.00	0.00	350.33	-250.60
	DULUTH GA 30348								600.93	0.00	0.00	600.93	
2015-03-0062466	TOYOTA LEASE TRUST		3200 WEST RAY ROAD		8/10/2016	2013/5TDDK3EH4DS209269	62477	8/10/2016	460.88	0.00	0.00	460.88	-230.11
	CHANDLER AZ 85226								690.99	20.73	0.00	711.72	
2015-03-0062478	TOYOTA LEASE TRUST		3200 WEST RAY ROAD		8/10/2016	Sec. 12-129 Refund of Excess Payments.		8/10/2016	215.83	0.00	0.00	215.83	-71.92
	CHANDLER AZ 85226								287.75	8.63	0.00	296.38	
2015-03-0062501	TOYOTA LEASE TRUST		3200 WEST RAY ROAD		8/10/2016	Sec. 12-129 Refund of Excess Payments.		8/10/2016	224.59	0.00	0.00	224.59	-112.12
	CHANDLER AZ 85226								336.71	10.10	0.00	346.81	
2015-03-0062525	TOYOTA LEASE TRUST		3200 WEST RAY ROAD		7/28/2016	Sec. 12-129 Refund of Excess Payments.		7/28/2016	147.49	0.00	0.00	147.49	-206.16
	CHANDLER AZ 85226								353.65	0.00	0.00	353.65	
2015-03-0062537	TOYOTA LEASE TRUST		3200 WEST RAY ROAD		7/28/2016	2015/4T1BF1FK3FU057439	62548	7/28/2016	400.25	0.00	0.00	400.25	-36.25
	CHANDLER AZ 85226								436.50	0.00	0.00	436.50	
2015-03-0062543	TOYOTA LEASE TRUST		3200 WEST RAY ROAD		7/28/2016	2013/JTDKN3DU30345988	62554	7/28/2016	322.27	0.00	0.00	322.27	-29.19
	CHANDLER AZ 85226								351.46	0.00	0.00	351.46	
2015-03-0062544	TOYOTA LEASE TRUST		3200 WEST RAY ROAD		7/28/2016	Sec. 12-129 Refund of Excess Payments.		7/28/2016	250.95	0.00	0.00	250.95	-125.30
	CHANDLER AZ 85226								376.25	0.00	0.00	376.25	
2015-03-0062548	TOYOTA LEASE TRUST		3200 WEST RAY ROAD		7/28/2016	2011/5TDBK3EH1BS049954	62559	7/28/2016	312.07	0.00	0.00	312.07	-155.81
	CHANDLER AZ 85226								467.88	0.00	0.00	467.88	
2015-03-0062562	TOYOTA LEASE TRUST		3200 WEST RAY ROAD		7/28/2016	Sec. 12-129 Refund of Excess Payments.		7/28/2016	95.83	0.00	0.00	95.83	-191.92
	CHANDLER AZ 85226								287.75	0.00	0.00	287.75	
2015-03-0062586	TOYOTA LEASE TRUST		3200 WEST RAY ROAD		7/28/2016	2015/JTJVK1BA9F2467099	62597	7/28/2016	765.36	0.00	0.00	765.36	-153.45
	CHANDLER AZ 85226								918.81	0.00	0.00	918.81	
2015-03-0062948	VAULT TRUST		200 RENAISSANCE CENTER MC482B		7/19/2016	2013/1C4R5JFAG9DC641249	62959	7/19/2016	281.79	0.00	0.00	281.79	-281.79
	DETROIT MI 48265-0001								563.58	0.00	0.00	563.58	
2015-04-0081475	MCCNEIL KEITH P		26 HIGH RIDGE RD		2/27/2017	Sec. 12-129 Refund of Excess Payments.		2/27/2017	0.10	0.00	0.00	0.10	-429.91
	CROMWELL CT 06416-2431								430.01	12.90	0.00	442.91	
2016-02-0040577	KIM ELECTRIC LLC		5 WINCHESTER WAY		10/31/2017	5 WINCHESTER WAY	40710900	10/31/2017	254.48	0.00	0.00	254.48	-195.11
	CROMWELL CT 06416								449.59	9.13	0.00	458.72	
2016-03-0058915	NISSAN INFINITI LT		8900 FREEPORT PKWY		7/14/2017	Sec. 12-129 Refund of Excess Payments.		7/14/2017	162.07	0.00	0.00	162.07	-242.99
	IRVING TX 75063-2409								405.06	0.00	0.00	405.06	
2016-03-0058925	NISSAN INFINITI LT		8900 FREEPORT PKWY		7/14/2017	Sec. 12-129 Refund of Excess Payments.		7/14/2017	195.47	0.00	0.00	195.47	-242.99
	IRVING TX 75063-2409								438.46	0.00	0.00	438.46	
2016-03-0061492	SHEROKI MONIKA L		PO BOX 7761		8/30/2017	Sec. 12-129 Refund of Excess Payments.		8/30/2017	165.12	0.00	0.00	165.12	-118.10
	ST PETERSBURG FL 33734								283.22	8.50	0.00	291.72	
2016-03-0061493	SHEROKI MONIKA L		ST PETERSBURG FL 33734			2013/JH4CU2E89DC005681			227.91	0.00	0.00	227.91	

Condition(s) : Bill Dist./Susp/Bank	Name Address	Prop Loc/Vehicle Info. UniqueID/Reason	Paid Date	Tax	Int	I/F	Total Adjusted	Overpaid Tax
2016-03-0062951	PO BOX 7761 ST PETERSBURG FL 33734 VALENTE PETER J + VALENTE LORI A 1 CROSS ST	61525 2004/JN8DR09Y14W903135 62990	8/30/2017	390.93	11.73	0.00	402.66	-163.02
2016-03-0063023	CROMWELL CT 06416-1650 VARRICCHIO THOMAS A 28 SENATOR DR	2004/JNKCV51F64M709916 63062	7/26/2017	11.53 139.08	0.00	0.00	11.53 139.08	-127.55
2016-03-0063199	CROMWELL CT 06416-1659 VINCI LISA M 24 EVERGREEN RD CROMWELL CT 06416-1653	2009/2T1BU40E89C097094 63238 Sec. 12-129 Refund of Excess Payments. Sec. 12-129 Refund of Excess Payments.	10/27/2017 7/18/2017	139.08 469.17 130.62 156.82	0.00 8.34 0.00 0.00	0.00 0.00	139.08 477.51 130.62 156.82	-330.09 -26.20
TOTAL	24			6,437.98 10,556.43	0.00 90.06	0.00 0.00	6,437.98 10,646.49	-4,118.45

TOWN OF CROMWELL, CT



YEAR-TO-DATE BUDGET REPORT

FOR 2018 05

	ORIGINAL APPROP	TRANSFRS/ ADJUSTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001 TOWN MANAGER'S OFFICE	355,302	0	355,302	114,269.49	987.03	240,045.48	32.4%
002 TOWN CLERK'S OFFICE	208,223	0	208,223	77,712.82	21,313.74	109,196.44	47.6%
003 REGISTRAR OF VOTERS	75,477	0	75,477	28,342.26	6,845.80	40,288.94	46.6%
004 PLANNING COMMISSION	3,225	0	3,225	972.96	246.90	2,005.14	37.8%
005 ECONOMIC DEVELOPMENT	13,336	0	13,336	1,173.17	981.15	11,181.68	16.2%
006 BOARD OF FINANCE	1,350	0	1,350	150.00	.00	1,200.00	11.1%
008 CHARTER REVISION COMM	1,501	0	1,501	2,005.92	.00	-504.92	133.6%
009 BOARD OF ASSESSMENT APPEALS	3,200	0	3,200	331.11	55.02	2,813.87	12.1%
010 ZONING BOARD OF APPEALS	1,535	0	1,535	293.29	112.68	1,129.03	26.4%
011 INLAND WETLANDS	2,200	0	2,200	602.31	60.00	1,537.69	30.1%
012 COMM. FOR DISABLED PEOPLE	100	0	100	.00	.00	100.00	0.0%
013 DONATIONS AND DUES	46,042	0	46,042	29,541.30	16,500.00	.70	100.0%
014 TOWN COUNCIL	36,730	0	36,730	24,860.10	10,080.00	1,789.90	95.1%
015 LEGAL EXPENSE	222,764	0	222,764	46,005.00	152,839.00	23,920.00	89.3%
016 CENTRAL SERVICES	140,300	0	140,300	55,553.56	67,130.21	17,616.23	87.4%
017 INSURANCE EXPENSE	595,400	0	595,400	284,038.56	242,273.11	69,088.33	88.4%
018 GENERAL EXPENSE	761,002	0	761,002	748,354.83	7,000.00	5,647.17	99.3%
019 DEVELOPER/PLANNER	142,781	0	142,781	57,967.70	.00	84,813.30	40.6%
020 FINANCE DEPARTMENT	387,996	0	387,996	161,905.54	5,163.31	220,927.15	43.1%
021 TAX COLLECTOR	144,537	0	144,537	54,646.26	40.00	89,850.74	37.8%
022 ASSESSOR'S OFFICE	231,901	0	231,901	83,974.98	6,629.54	141,296.48	39.1%
030 PUBLIC WORKS ADMIN.	270,884	0	270,884	105,203.58	11,944.18	153,736.24	43.2%
031 ENGINEERING	230,480	0	230,480	91,880.45	10,833.93	127,765.62	44.6%
032 SOLID WASTE REMOVAL	648,334	0	648,334	189,375.64	295,306.39	163,651.97	74.8%
033 BUILDING INSPECTION	193,277	0	193,277	76,639.81	1,242.33	115,394.86	40.3%
034 HIGHWAY DEPT.	1,332,627	0	1,332,627	348,764.29	241,193.91	762,668.80	43.6%
035 BUILDING MAINTENANCE	591,585	0	591,585	218,048.04	66,056.44	307,480.52	48.0%
036 PARKS & GROUNDS	397,055	0	397,055	154,368.03	30,104.56	212,582.41	46.5%
037 PUBLIC WORKS-OTHER	400,795	0	400,795	163,012.65	192,648.57	45,133.78	88.7%
038 VEHICLE MAINTENANCE	336,888	0	336,888	110,309.61	58,030.57	168,547.82	50.0%
040 POLICE DEPARTMENT	3,360,449	14,302	3,374,751	1,213,973.01	38,543.90	2,122,234.09	37.1%
041 EMERGENCY MANAGEMENT	19,950	0	19,950	4,625.00	.00	15,325.00	23.2%
042 ANIMAL CONTROL	79,658	0	79,658	35,373.83	.00	44,284.17	44.4%
050 HEALTH DEPARTMENT	185,277	0	185,277	79,404.29	29,007.93	76,864.78	58.5%
051 HUMAN SERVICES	118,139	0	118,139	47,395.81	1,360.00	69,473.19	41.2%
053 SENIOR SERVICES	95,862	0	95,862	39,121.60	8,608.86	48,131.54	49.8%
054 YOUTH SERVICES	110,364	0	110,364	19,516.88	4,165.16	86,681.96	21.5%
055 TRANSPORTATION SERVICES	118,427	0	118,427	46,157.75	4,448.33	67,820.92	42.7%
060 RECREATION DEPARTMENT	259,076	0	259,076	107,903.65	7,995.58	143,176.77	44.7%
061 LIBRARY	590,579	0	590,579	245,464.58	15,667.99	329,446.62	44.2%
070 BONDED DEBT	3,687,524	0	3,687,524	183,954.58	.00	3,503,569.42	5.0%
080 EMPLOYEE BENEFITS	3,381,867	-14,302	3,367,565	1,325,781.29	1,252,921.14	788,862.57	76.6%
090 BOARD OF EDUCATION	29,343,702	0	29,343,702	7,435,356.97	.00	21,908,345.03	25.3%
119 DEVELOPMENT COMPLIANCE	103,117	0	103,117	44,484.93	498.01	58,134.06	43.6%

TOWN OF CROMWELL, CT



YEAR-TO-DATE BUDGET REPORT

FOR 2018 05

120 CONSERVATION COMMISSION

ORIGINAL APPROP	TRANSFRS/ADJUSTMNTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1,510	0	1,510	65.00	.00	1,445.00	4.3%
49,252,328	0	49,252,328	14,058,792.24	2,808,835.27	32,384,700.49	34.2%

GRAND TOTAL

** END OF REPORT - Generated by marianne sylvester **

TOWN OF CROMWELL, CT

YEAR-TO-DATE BUDGET REPORT



FOR 2018 05

	ORIGINAL ESTIM REV	ESTIM REV ADJUSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
002 TOWN CLERK'S OFFICE	-287,600	0	-287,600	-144,297.64	-143,302.36	50.2%
021 TAX COLLECTOR	-42,803,034	0	-42,803,034	-25,084,877.41	-17,718,156.59	58.6%
022 ASSESSOR'S OFFICE	-500	0	-500	-132.50	-367.50	26.5%
030 PUBLIC WORKS ADMIN.	-40,300	0	-40,300	-15,851.89	-24,448.11	39.3%
033 BUILDING INSPECTION	-150,100	0	-150,100	-101,330.61	-48,769.39	67.5%
040 POLICE DEPARTMENT	-84,450	0	-84,450	-20,519.70	-63,930.30	24.3%
042 ANIMAL CONTROL	-750	0	-750	.00	-750.00	.0%
050 HEALTH DEPARTMENT	-25,100	0	-25,100	-3,955.00	-21,145.00	15.8%
053 SENIOR SERVICES	-1,500	0	-1,500	-1,883.00	383.00	125.5%
054 YOUTH SERVICES	-4,000	0	-4,000	-360.00	-3,640.00	9.0%
061 LIBRARY	-9,000	0	-9,000	-3,464.21	-5,535.79	38.5%
206 BOARDS & COMMISSIONS	-5,750	0	-5,750	-13,186.50	7,436.50	229.3%
207 STATE OF CONNECTICUT	-4,720,905	0	-4,720,905	-1,015,733.00	-3,705,172.00	21.5%
208 MISCELLANEOUS SOURCES	-429,339	0	-429,339	-306,129.66	-123,209.34	71.3%
999 FUND BALANCE	-690,000	0	-690,000	.00	-690,000.00	.0%
GRAND TOTAL	-49,252,328	0	-49,252,328	-26,711,721.12	-22,540,606.88	54.2%

** END OF REPORT - Generated by marianne sylvester **

To: Town Council
From: Stuart B. Popper Director of Planning and Development
Date: December 7, 2017
Re: Economic Development Coordinator Report for December 2017

1. Business Visitations

- We are planning our next business visitation for Wednesday December 15, 2017 starting at 9:00 am at Mosaic at 100 Sebethe Drive, Ste A2. A second visit for that morning will be confirmed.

2. Economic Development Issues

- We continue to have discussions with developers looking at possible hotel sites in town and new retail development.
- We continue to work with the developer and the abutting property owners on 61 River Road.

3. Middlesex Chamber of Commerce and Cromwell Division Meetings

- I attended the Middlesex Chamber of Commerce breakfast meeting on Monday November 6, 2017 and the Cromwell Division meeting on Thursday November 9, 2017.

4. Cromwell Landing Park Improvements

- Town staff met with DEEP officials to review the plans and discuss the permitting process at 1:00 pm on Wednesday November 8, 2017.

5. Inland Wetlands and Watercourses Agency Approvals

- Application #17-14: Request to conduct regulated activities (construction of a storm water management area) within the Upland Review Area at 120 County Line Drive.

6. Planning and Zoning Commission Approvals

- Application #17-50: Request for a Special Permit under Section 6.6 of the Zoning Regulations to create a rear lot at 680 Main Street. Patricia Deperry is the Applicant and Anna Dubik is the Owner.
- Application #17-51: Request for a Special Permit under Section 2.2.C.4 of the Zoning Regulations to construct a new golf course club house at the TPC River Highlands at 1 Golf Course Road. PGA Tour Design and Construction Services Inc. is the Applicant and Tournament Players Club of Connecticut, Inc. is the Owner.
- Application #17-52: Request for Site Plan Approval to construct a new golf course club house and associated infrastructure at TPC River Highlands at 1 Golf Course Road. PGA Tour Design and Construction Services Inc. is the Applicant and Tournament Players Club of Connecticut, Inc. is the Owner.

AUTHORIZING RESOLUTION OF THE

Cromwell Town Council

CERTIFICATION:

I, Re Matus, the Secretary of The Cromwell Town Council, do hereby certify that the following is a true and correct copy of a resolution adopted by Cromwell Town Council at its duly called and held meeting on December 13, 2017, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

RESOLVED, that the Town of Cromwell may enter into with and deliver to the State of Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security any and all documents which it deems to be necessary or appropriate; and

FURTHER RESOLVED, that Anthony J. Salvatore, as Town Manager of the Town of Cromwell, is authorized and directed to execute and deliver any and all documents on behalf of the Town of Cromwell and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

The undersigned further certifies that Anthony J. Salvatore now holds the office of Town Manager and that he has held that office since August 17, 2015.

IN WITNESS WHEREOF: The undersigned has executed this certificate this 14th day of December 2017.

Re Matus
Secretary, Cromwell Town Council

PLACE
SEAL HERE
(or "L.S." if
no seal)



**FFY 2017 STATE HOMELAND SECURITY GRANT
PROGRAM Region 3 MEMORANDUM OF AGREEMENT**



Data Sheet

Step 1- Fill out this datasheet form to auto populate MOA document in this PDF file.

THIS DATASHEET MUST BE COMPLETED ELECTRONICALLY

Step 2-After populating the document, print out entire MOA and obtain the correct signatures as outlined by the completion checklist on the following page.

Town Information: 

Person Completing Document:	the Town of Cromwell
Municipality Name:	TOWN OF CROMWELL
Town CEO Name:	Anthony J. Salvatore
Town CEO Title (ie. Mayor):	Town Manager

***Municipality Name - Municipalities can enter the name as either the long or short name, for example: enter name as either "New Haven" or "City of New Haven"**

Point of Contact Information: 

POC Name & Title:	Anthony J. Salvatore	Town Manager
Address:	41 West Street, Cromwell CT. 06416	
Email:	townmanager@cromwellct.com	
Phone:	860 632-3412	
Fax:	860 632-3435	



**FFY 2017 STATE HOMELAND SECURITY GRANT PROGRAM
Region 3 MEMORANDUM OF AGREEMENT
CHECKLIST**



Please use this checklist to insure completion and accuracy of the following agreement.

1

Instructions for: TOWN OF CROMWELL

Received by: the Town of Cromwell

For the MOA:

- A municipal point of contact been identified in Part III, Section L.
- The Chief Executive Officer has signed and dated the agreement.
- The Chief Executive Officer's name and title has been typed in the space provided.

Authorizing Resolution Attached

The Blanket Resolution Template includes the recommended language for the resolution. If you do not use this template, the resolution must reference the FFY 2017 Homeland Security Grant Program. No resolutions will be accepted.

Please note: The Fiduciary and Municipality shall complete Appendix A Custodial Ownership and Memorandum of Agreement (Appendix A), for any municipality that takes ownership of equipment purchased with 2017 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

Once complete, mail the complete MOA package to: Cheryl Assis, Capitol Region Council of Governments, 241 Main Street, Hartford, CT 06106

2

Instructions for the Capitol Region Council of Governments

Received by: _____

Review and Signature

- The Chief Executive Officer has signed and dated the agreement.
- The Chief Executive Officer's name and title has been typed in the space provided.
- The Region 3 REPT Chair has signed and dated the agreement.
- The Region 3 REPT Chair's name has been typed in the space provided.
- All of the items listed on this checklist have been completed and are correct.

Once complete please contact your DESPP/DEMHS Program Manager to schedule a MOA review meeting.

Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2017 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

DUE DATE: February 2, 2018

MEMORANDUM OF AGREEMENT

REGARDING USE OF FEDERAL FISCAL YEAR 2017 STATE HOMELAND SECURITY GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS Region 3

I. AGREEMENT REGARDING THE USE OF FEDERAL HOMELAND SECURITY GRANT FUNDS TO SUPPORT REGIONAL SET-ASIDE PROJECTS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of TOWN OF CROMWELL, the Capitol Region Council of Governments (Fiduciary) and the Region 3 Regional Emergency Planning Team (Region 3 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2017 State Homeland Security Grant Program (SHSGP), Award No. EMW-2017-SS-00063. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. The DEMHS Coordinating Council, now known as the DEMHS Advisory Council, has approved the allocation formula for grant funds available under the SHSGP;
4. DESPP/DEMHS is retaining pass-through funds from 2017 SHSGP in the total amount of \$1,473,804 on behalf of local units of government, for the following six regional set-aside projects designed to benefit the state's municipalities:
 - a. Expand Regional Collaboration;
 - b. Connecticut Intelligence Center/Fusion Center/Critical Infrastructure;
 - c. CBRNE Detection;
 - d. Metropolitan Medical Response System;
 - e. Citizen Corps. Program; and
 - f. Medical Preparation and Response
5. DEMHS – in coordination and cooperation with the municipalities located within DEMHS Region 3 including TOWN OF CROMWELL – has created, and established bylaws for, the Region 3 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DEMHS Region 3.
6. TOWN OF CROMWELL is eligible to participate in those Federal Fiscal Year 2017 SHSGP regional allocations made through the Region 3 REPT and not included in the set-aside projects, in the amount of \$353,659 (and an additional \$55,000 for the regional bomb squad) for Region 3 which will be made available to the jurisdictions in Region 3 in the manner recommended by the Region 3 REPT in accordance with its approved bylaws, upon execution of the grant application and as accepted by the SAA.

B. Purpose of Agreement

The SAA and TOWN OF CROMWELL enter into Part I of this MOA authorizing the SAA to act as the agent of TOWN OF CROMWELL and allowing the SAA to retain and administer grant funds provided under 2017 SHSGP for the six regional set-aside projects listed above, and also for The Capitol Region Council of Governments to provide the financial and programmatic oversight described below.

C. SAA and TOWN OF CROMWELL Responsibilities.

The SAA agrees to administer the SHSGP grant funds of \$1,473,804 in furtherance of the six regional set-aside projects listed above.

TOWN OF CROMWELL agrees to allow the SAA to provide financial and programmatic oversight of the \$1,473,804 for the purpose of supporting the allocations and uses of funds under the

2017 SHSGP consistent with the 2017 State Homeland Security Grant Application that has been reviewed and approved by the federal Department of Homeland Security and supported by the Initial Strategy Implementation Spending Plan (ISIP) as part of the Biannual Strategy Implementation Report (BSIR) approved by the Emergency Management & Homeland Security Council, now known as the DEMHS Advisory Council. TOWN OF CROMWELL agrees to allow the SAA to hold, manage, and disburse the grant funds that have been reserved for the six regional set-aside projects listed above.

D. Capitol Region Council of Governments & TOWN OF CROMWELL Responsibilities.

TOWN OF CROMWELL also agrees to allow the Capitol Region Council of Governments to provide financial and programmatic oversight of the Federal Fiscal Year 2017 regional allocation not included in the six regional set-aside projects in the amount of \$353,659 (an additional \$55,000 for the regional bomb squad) targeted to member municipalities in DEMHS Region 3 and recommended through the Region 3 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 3 REPT and DEMHS.

II. AGREEMENT REGARDING CUSTODIAL OWNERSHIP OF REGIONAL ASSETS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of TOWN OF CROMWELL, the Capitol Region Council of Governments (Fiduciary), and the DEMHS Region 3 Regional Emergency Planning Team (Region 3 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. TOWN OF CROMWELL has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of TOWN OF CROMWELL, the region, and if necessary, the State. (Please note: If a town takes ownership of assets, the Fiduciary will assist them in completing Appendix A. The Appendix will be added to this MOA).
4. The parties also agree that TOWN OF CROMWELL may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2017 grant funds, as approved by the Region 3 REPT, and DEMHS, which assets will be added to Appendix A by the Fiduciary within thirty (30) days of approval by the Region 3 REPT.
5. The Region 3 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, resource sharing and coordination.
6. The Capitol Region Council of Governments (Fiduciary) has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 3 for Federal Fiscal Year 2017.

B. Purpose.

DESPP/DEMHS, the Region 3 REPT, Capitol Region Council of Governments (Fiduciary), and TOWN OF CROMWELL, enter into Part II of this MOA regarding asset(s) for which TOWN OF CROMWELL agrees to be the custodial owner, and which are described in the approved 2017 Subgrant Application and will be added to this MOA as Appendix A.

C. Agreements and Responsibilities of the Parties.

1. Definitions.

As used in this MOA:

- The term "authorized training" means training that is authorized by DESPP/DEMHS.
- The term "custodial owner" means a political subdivision or tribe that has agreed to accept title and responsibility for the asset(s), subject to possible redeployment under the terms outlined in Paragraph C(4) below.

2. Responsibilities of DESPP/DEMHS and Capitol Region Council of Governments (Fiduciary)

In its role as SAA, DESPP/DEMHS will subgrant funds to Capitol Region Council of Governments which, as the Region 3 Fiscal Agent, will procure the asset(s) listed in their approved Subgrant Application (which will be added to Appendix A).

3. Appendix A.

The parties agree that decisions regarding the placement of regional assets in TOWN OF CROMWELL may be made after the execution of this agreement and that Appendix A shall be completed accordingly. TOWN OF CROMWELL agrees to be bound by the terms of this agreement for any asset added to Appendix A. The parties also agree that Appendix A must be signed by the DEMHS Deputy Commissioner, the chair of the Region 3 REPT, and the Chief Executive Officer, or his/her designee, of TOWN OF CROMWELL.

4. Responsibilities of Custodial Owner

TOWN OF CROMWELL understands that it is the Custodial Owner, on behalf of itself and the Region, of the asset(s) which will be added to Appendix A, as may be amended pursuant to Paragraph C(4) above. As Custodial Owner, TOWN OF CROMWELL agrees:

- a. To safeguard the asset(s) in a secure location, including, for example, providing refrigeration or protection from the elements, if appropriate;
- b. To regularly test, use and maintain the asset(s) in working order. It is understood by the parties that trained personnel of TOWN OF CROMWELL's municipal agencies may use the asset(s) for appropriate emergency response/emergency management purposes, including authorized training and exercise;
- c. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested: under the terms of this MOA; under a mutual aid agreement, including a civil preparedness mutual aid agreement approved by DESPP/DEMHS, as required by Conn. Gen. Stat. §28-7(d); under the terms of the intrastate mutual aid system, Connecticut General Statutes §28-22a; or at any time by the State of Connecticut, including DESPP/DEMHS;
- d. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested for authorized training and/or exercise;
- e. To maintain records of the use of the asset(s), including deployment for an actual incident or for authorized training, and to provide these records to DESPP/DEMHS as requested;
- f. To maintain an inventory of the asset(s), including a unique tagging system (including the DEMHS logo) so that the asset(s) can be easily identified as separate from the Custodial Owner's other property, and to provide that inventory to DESPP/DEMHS as requested.
- g. To maintain all necessary insurance regarding the asset(s) and their use;
- h. To cooperate with any state or federal audit of the asset(s) and/or their use;
- i. To abide by the bylaws and/or procedures established under any applicable State of Connecticut or regional plan;
- j. That the State, including DESPP/DEMHS, does not guarantee any further funding for, or provision of repairs to, the asset(s) beyond the terms of this MOA;
- k. That all maintenance and operations of the asset(s) by TOWN OF CROMWELL shall conform to the manufacturer's recommendations. If appropriate, TOWN OF CROMWELL shall maintain trained personnel available to transport and supervise the operation of the asset(s). All personnel or agents of TOWN OF CROMWELL performing any maintenance or repair services in connection with these asset(s) shall be fully qualified and authorized or permitted under federal, state, and local laws to perform such services.

5. Responsibilities of the REPT.

The Region 3 REPT understands and acknowledges that, in accepting responsibility as the custodial owner of the asset(s), TOWN OF CROMWELL is furthering regional collaboration and mutual aid on behalf of all of the members of Region 3.

6. Assignment of Asset(s).

If TOWN OF CROMWELL does not comply with the requirements under this MOA, or terminates its involvement in this MOA, then DESPP/DEMHS, in consultation with the REPT Chair, may redirect the asset(s), preferably to a different town within the Region. Whenever possible, DESPP/DEMHS will provide 60 days' notice before re-assigning the asset.

III. GENERAL TERMS OF AGREEMENT APPLICABLE TO ALL PARTS OF THIS MEMORANDUM OF AGREEMENT**A. Effective Date.**

The terms of this agreement will become effective when all parties have executed it.

B. Authority to Enter Agreement.

DESPP/DEMHS is authorized to enter into this Agreement through the Deputy Commissioner of the DESPP/DEMHS pursuant to the authority provided under Connecticut General Statutes §4-8 and Titles 28 and 29. The Municipality of TOWN OF CROMWELL is authorized to enter into this agreement through its Chief Executive Officer, authorized pursuant to the attached [original or certified copy of resolution, ordinance or charter provision]. The other persons executing this Memorandum of Agreement (MOA) on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign, as indicated by valid resolutions, if necessary.

C. Duration of Agreement.

Part I of this MOA, as modified with the consent of the parties, remains in full force and effect until the end of the grant period, or any extension thereof, covered by this MOA, unless cancelled by the SAA, giving TOWN OF CROMWELL written notice of such intention at least thirty (30) days in advance. Any party may terminate its involvement with Part II of this agreement upon sixty days' written notice to the other parties. DESPP/DEMHS reserves the right to cancel any funding under this MOA without prior written notice when the funding is no longer available.

D. Amendment of the Agreement.

This agreement may be modified upon the mutual written consent of the parties.

E. Litigation.

The Parties agree to good faith consultation with one another to resolve disagreements that may arise under or relating to this MOA before referring the matter to any other person or entity for settlement. The Parties agree that any disputes under Part II, Paragraph C.6 shall be resolved by DEMHS. The Parties also agree that the sole and exclusive means for the presentation of any claim against the State, including the SAA, arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Parties further agree not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

F. State Liability.

The Parties agree to indemnify and hold harmless the State of Connecticut with regard to the activities described within this MOA, and recognize that the State does not waive its right to sovereign immunity with regard to any provision of this MOA. The State of Connecticut assumes no liability for funding under the terms of this MOA until TOWN OF CROMWELL, through the Region 3 REPT, is notified by the SAA that this MOA has been approved and executed by DEMHS and by any other applicable state agency.

G. Audit Compliance.

If TOWN OF CROMWELL through the Region 3 REPT, agrees to serve as a host or custodial owner of equipment purchased with the grant funds referenced in this MOA, then TOWN OF CROMWELL must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156 and with the Connecticut Statutes §7-396a and 396b, and the State Single Audit Act § 4-230 through 236 inclusive, and the regulations promulgated thereunder. TOWN OF CROMWELL agrees that all fiscal records, if any, pertaining to the projects shall be maintained for a period of not less than three (3) years from the date of the signing of this MOA. Such records will be made available to state and/or federal auditors upon request.

H. Lobbying, Debarment, and Suspension.

TOWN OF CROMWELL commits to compliance with the requirements under 28 CFR Part 66 (Uniform Administrative Requirements for Grants to States); 28 CFR Part 69, New Restrictions on Lobbying; 28 CFR Part 67, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug Free Workplace (Grants); Office of Management and Budget (OMB) Circular A-87, addressing cost principles for grants to state and local governments; 28 CFR Part 70 (Common Rules for Administrative Requirements for Grants to Non-Profits); OMB Circulars A-122 and A-21 addressing Cost Principles for Grants to Non-Profit Entities and requirements included in the Department of Homeland Security Office of Grants and Training Financial Guides.

I. Executive Orders.

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning non-discrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree and abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to non-discrimination, until the contract is completed or terminated prior to completion. TOWN OF CROMWELL agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

This contract is also subject to the provision of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 adopting a zero tolerance policy for workplace violence, and as such, this contract may be cancelled terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Sixteen is incorporated herein by reference and made a part thereof. The parties agree to abide by such Executive Order.

The contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or non-compliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

J. Non-Discrimination Clause.

In accordance with Public Act 88-351, the Town agrees and warrants that, (a) For the purposes of this section, "minority business enterprise" means any small grantee or supplier of materials fifty-one percent or more of the capital stock, if any, or asset(s) of which is owned by person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Sect. 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of the section, "Commission" means the Commission on Human Rights and Opportunities.

For purposes of this section, "Public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway, or other changes or improvements in real property, or which is financed in whole or in part by the State, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

The Town agrees and warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group or persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the

work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Town further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the work involved: the Town agrees, in all solicitations or advertisements for employees placed by or on behalf of the Town, to state that it is an "affirmative action – equal opportunity employer" in accordance with the regulations adopted by the Commission; the Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract of understanding and each vendor with which Town has a contract of understanding, a notice to be provided by the Commission advising the labor union of workers' representative of the Town's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Town agrees to comply with each provision of this section and Conn. Gen. Stat. Sect. 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sect. 46a-56, as amended by Section 5 of Public Act 89-253, 46a-68e and 46a-68f; the Town agrees to provide the Commission of Human Rights and Opportunities with such information requested by the Commission, permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as related to the provisions of this section and section 46a-56. If the contract is a public works contract, the Town agrees and warrants that he will make good faith efforts to employ minority business enterprises as subgrantees and suppliers of materials on such public works project.

Determination of the Town's good faith efforts shall include but shall not be limited to the following factors: The Town's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

The Town shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

The Town shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation or a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer, unless exempted by regulations or orders of the Commission. The Town shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Conn. Gen. Stat. Sect. 47a-56, as amended by Section 5 of Public Act 89-253; provided, if such Town becomes involved in, or is threatened with litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation prior thereto to protect the interest of the State and the State may so enter.

The Town agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Pursuant to Public Act 89-227, as amended, as of January 1, 1991, no agency of the State of Connecticut may purchase new products packaged in or composed in whole or part of polystyrene foam if such foam is manufactured using chlorofluorocarbons (CFC). Manufacturers are required by the Act to provide information regarding the CFC content of polystyrene foam used in such products or packaging to any person selling the product who requests such information. By submitting an offer to sell to or accepting an order from the State of Connecticut the vendor certifies that no CFC are used in the manufacture of polystyrene foam contained in such products or packaging.

K. Non-discrimination on the Grounds of Sexual Orientation.

1. The Town agrees/warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.
2. The Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract or understanding and each vendor with which such Town has a contract or understanding and each vendor with which such Town or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor

union or workers' representative of the Town's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

3. The Town agrees to comply with each provision of this Section and Sections 46a-68f of the General Statutes and with each regulation or relevant order issued by said Commission pursuant to Sections 46a-56, 46a-68e and 46a-68f of the General Statutes;
4. The Town agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as related to the provisions of this section and Section 46a-56 of the General Statutes.
5. The Town shall include the provisions of paragraph (1) of this addendum in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Town shall take such actions with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Section 46a-56 of the General Statutes; provided, if such Town becomes involved in, or is threatened with, litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

L. Points of Contact.

1. The Point of Contact for the SAA	
Name & Title: Deputy Commissioner William J. Hackett	
Address: 1111 Country Club Road, Middletown, CT 06457	
Emails: william.j.hackett@ct.gov and rita.stewart@ct.gov	Phone: 860-685-8431
	Fax: 860-685-8902
2. The Point of Contact for <u>TOWN OF CROMWELL</u> (Please fill in the following fields)	
Name & Title: Anthony J. Salvatore Town Manager	
Address: 41 West Street, Cromwell CT. 06416	
Email Address: townmanager@cromwellct.com	Phone: 860 632-3412
	Fax: 860 632-3435

M. Other provisions.

Nothing in this agreement is intended to conflict with current laws or regulations of the State of Connecticut or TOWN OF CROMWELL. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below:

THE TOWN OF CROMWELL

By: _____ Date: _____
 Its Chief Executive Officer
 Duly Authorized
 Typed Name &
 Title: Anthony J. Salvatore Town Manager

The Capitol Region Council of Governments

By: _____ Date: _____
 Its Chief Executed
 Officer Duly
 Authorized
 Typed Name: _____

2017 HSGP Omnibus MOA THE Region 3 REGIONAL EMERGENCY PLANNING

TEAM By: _____

Date: Its Chair
Duly Authorized
Typed Name: _____

DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION/
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY

By: William J. Hackett
Duly Authorized

Date: _____

To: Anthony Salvatore, Town Manager

From: Stuart B. Popper Director of Planning and Development *SBP*

Date: December 6, 2017

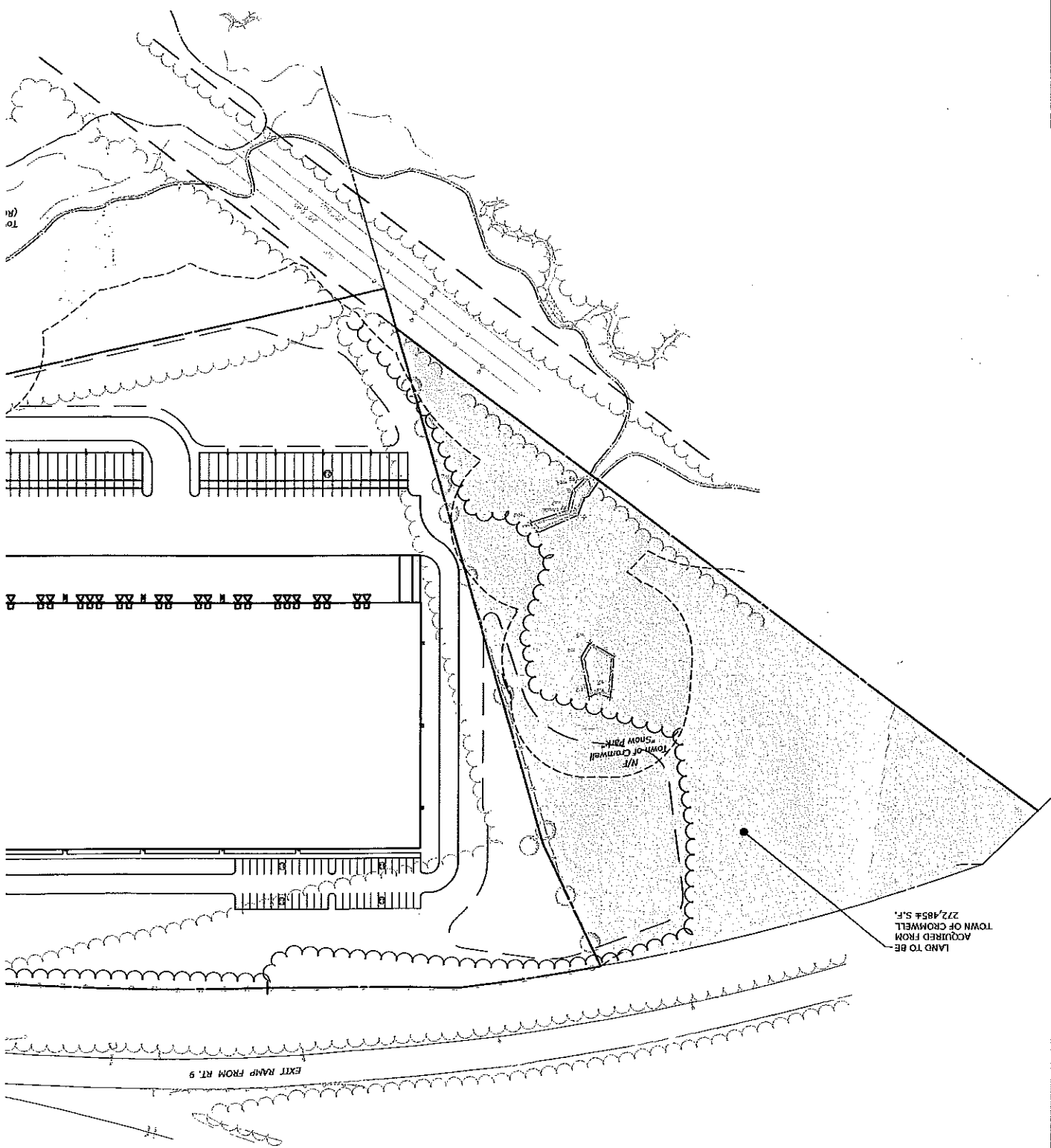
Re: Section 8-24 Mandatory Referral for the Exchange of Properties at 100 and 120 County Line Drive and 161 Coles Road.

As part of the development of the 403,000 square foot warehouse at 120 County Line Drive the developer is requesting that the Town of Cromwell and the developer exchange properties. The purpose of the exchange is to provide the developer with additional land on which to construct a larger builder with more parking and larger drainage structures than were initially proposed. Attached is a map showing the parcels of land to be exchanged.

The exchange of properties will provide the Town of Cromwell with additional space on which to expand the existing transfer station and for future development of the town property.

The Town of Cromwell will be providing the developer with two parcels of land. The first piece is located immediately south of 120 County Line Drive and is a portion of 161 Coles Road. This piece is 6.25 acres portions of which are steeply sloped and contain wetlands and the 100 foot upland review area. It is important to note that this parcel is inaccessible from and is separated from the rest of 161 Coles Road by the Coles Brook and adjacent wetlands. The second piece is .30 acres which is gently sloped and is on the west side of the Transfer Station.

The developer will be providing the town with two parcels of land containing .88 acres located immediately north west and west of the transfer station. These parcels will provide land needed to expand the existing transfer station and for future development of the town property.



LAND TO BE
ACQUIRED FROM
TOWN OF CROMWELL
272,485± S.F.

EXIT RAMP FROM RT. 9

TOWN OF CROMWELL
SNOW POND

FX

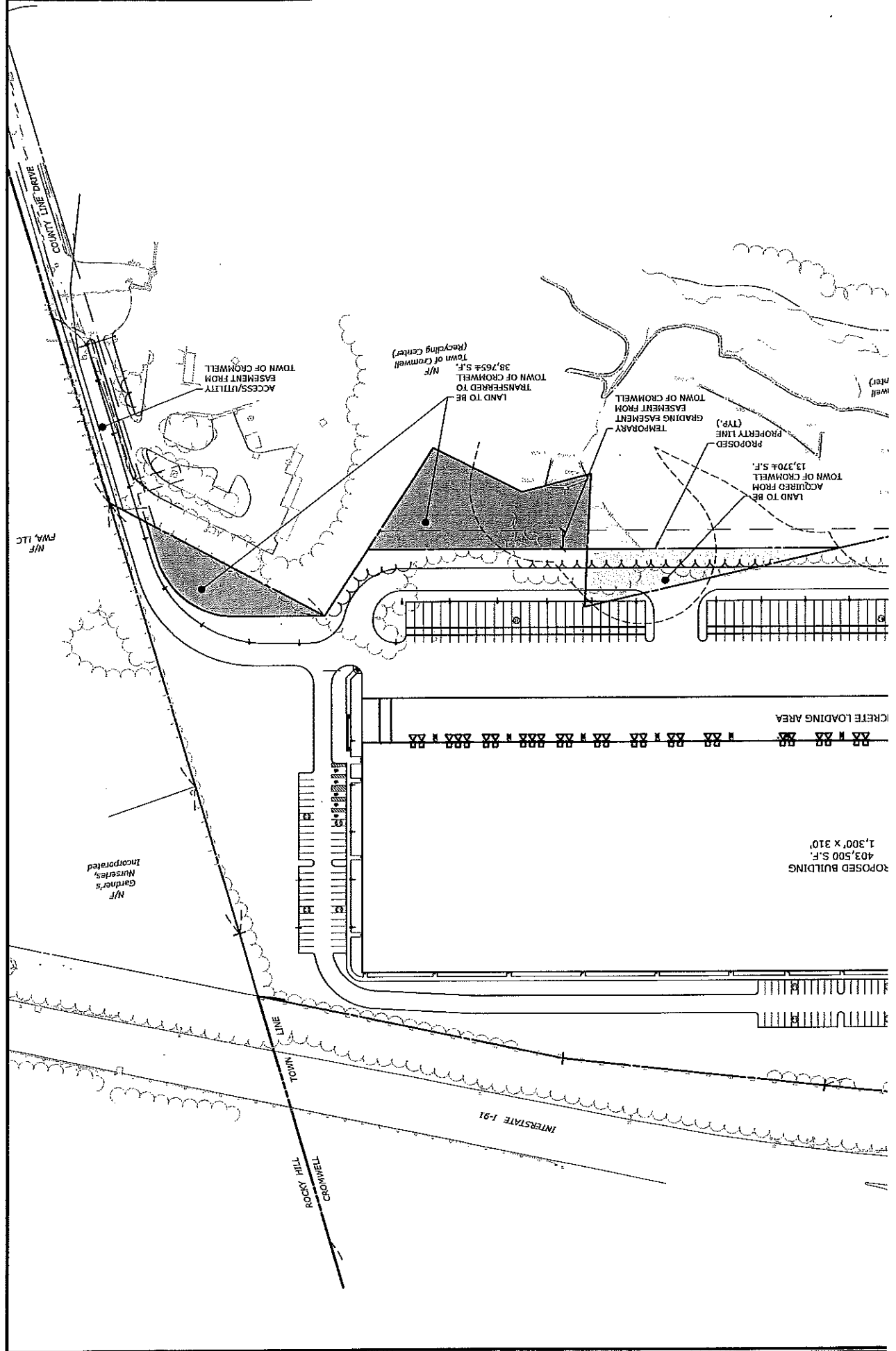
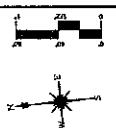
SHEET NUMBER
PROJECT NO.
PROJECT NO. 6105-01
DATE NOVEMBER 28, 2017
SCALE 1"=80'
RVE RVE TD
REVISIONS

EXHIBIT - LAND SWAP
PROPOSED WAREHOUSE
COUNTY LINE DRIVE INDUSTRIAL PARK
100, 120 COUNTY LINE DRIVE AND 161 COLES ROAD
CROMWELL, CONNECTICUT

DESCRIPTION
DATE BY

DESCRIPTION	DATE	BY

MILONE & MACBROOM*
99 Tealby Drive
Cheshire, Connecticut 06410
(203) 271-1173 Fax (203) 272-9733
www.miloneandmacbroom.com



RECEIVED FOR FILING
10/16/2017 at 3:32 P.M.
TOWN CLERK'S OFFICE
CROMWELL, CONN.

TOWN OF CROMWELL
TOWN COUNCIL
REGULAR MEETING
WEDNESDAY OCTOBER 11, 2017
7:00 PM TOWN HALL ROOM 224/5

Gloria Prendergast, Asst.
TOWN CLERK

***AMENDED* 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 D. Lamontagne, Public Works
Director L. Spina, Finance Director M. Sylvester, Town Engineer J. Harriman, Public
and Press

A. CALL TO ORDER

Mayor Faienza called the meeting to order at 7:00 p.m.

B. PLEDGE OF ALLEGIANCE

T. Tokarz 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/LIASON REPORT

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

E. CITIZEN COMMENTS

1. T. Hasbrouck, Nooks Hill Road-Spoke regarding item M4. Letter attached
regarding the same.
2. K. Smith, Allen Road-Spoke regarding item M4.
3. K. Kelly, Main Street-Spoke regarding several issues.
4. T. Pentlicki, Nooks Hill Road-Spoke regarding Item M4.

F. MAYOR'S REPORT

Mayor Faienza reported:

- Several upcoming Grand Openings including the following:
- Molly Maid, Art Splash, My Hair Studio and Pizza Pie
- Save the Date received for Cromwell High School Boy's Basketball
Reunion Fundraiser on January 26, 2018.
- Brother's Auto Body received the small business owner's award of the year.

- The Chamber Breakfast will be held Thursday October 12th.
- The Mayor thanked E. Wenners and T. Tokarz for their service to the Town Council.

G. TOWN MANAGER'S REPORT

Town Manager Salvatore reported:

- No news as yet from Hartford regarding the budget for the State.
- Meeting will be held with the Finance Director, Superintendent and Town Manager regarding the upcoming budget.
- The Haughton, Gorski and Gilead suits are status-quo. The Town hasn't received anything formal in regards to Officer Alicea.
- Town Manager gave kudos to the Director and her staff for excellence in recent & upcoming projects regarding the Senior and Human Services Departments.
- Emma Russo-Savage was hired to fill the vacant Adult Services Librarian position in the library.
- The Library is back to its regular hours with additional hours added in January for mid-terms. Many upcoming programs have been added to the Library.
- The part-time Human Resource Coordinator's position has not been hired as of this date.

H. CHIEF OF POLICE'S REPORT

Chief Lamontagne reported:

- The Monthly incident reports were distributed for September 2017.
- Officer Mitchell Brooks completed his Field Training on October 4th.
- Officer Ryan Wobrock graduated from the Academy on September 19th and is in the Field Training Program.
- Police Department is working on the upcoming Trick R Trunk event to be held on October 21st in Pierson Park from 5:00 - 7:00 p.m.
- Chief LaMontagne gave kudos to Detective Pietraroia regarding his hard work on a large embezzlement case.
- Fill-a-Cruiser event is planned for December 2nd.
- Road clean-up after accidents was discussed. S. Slade gave kudos for efforts provided by Officer DiMaio regarding the prompt cleanup of road conditions following a recent incident.

I. PUBLIC WORK DIRECTOR'S REPORT

- L. Spina reported that Tilcon finished off the milling portion of project. Paving to be completed by middle of next week.
- Contract for Willowbrook Road has been signed.
- Project on Raymond Place is all but complete.

- Code of Ethics should be in place regarding Operational promises being made by candidates on behalf of the DPW staff.
- L. Spina thanked the Board for their service over the past two years.

J. FINANCIAL

1. Tax Refunds

Motion made by A. Waters seconded by S. Slade and *unanimously carried* to approve tax refunds 1 -54 .

K. FINANCE DIRECTOR'S REPORT

1. Budget Reports

Finance Director Sylvester reported:

- Budget Reports for December 17/18 are included in packet.
- State-Aid Budget is moving forward.
- Auditors have been on site for 5 weeks and are doing a thorough job which should be completed before Thanksgiving.
- E. Wenners thanked M. Sylvester for a job well done.

STAFF REPORTS

1. A. Saada - written report.
2. K. Canney - written report.

M. NEW BUSINESS

1. Discussion and action regarding Illicit Discharge and Connection Stormwater Ordinance.

Item presented by John Harriman regarding operating under the MS4 permit.

- a. Authorize Mayor to set time and date of Public Hearing.

Motion made by E. Wenners seconded by R. Newton and *unanimously carried* to authorize Mayor Faienza to set the time and date of a Public Hearing.

2. Discussion and possible action to amend Chapter 125-4 Excavation Fees. Item presented by L. Spina. Item attached regarding fees.

Motion made by F. Emanuele seconded by E. Wenners and *unanimously carried* to approve proposed fees.

- a. Authorize Mayor to set time and date of Public Hearing.

Motion made by T. Tokarz seconded by A. Waters and *unanimously carried*

to authorize Mayor Faienza to set the time and date of a Public Hearing.

3. Discussion and action to approve agreement between Town of Cromwell and the Town of Rocky Hill for Maintenance of a portion of County Line Drive located in Cromwell.

Town Manager Salvatore presented the request.

- a. Authorize Town Manager to sign agreement.

Motion made by A. Waters seconded by E. Wenners and *unanimously carried* to have the Town Manager sign the agreement.

4. Discussion and update on 35 Nooks Hill Road town owned property.

- ** Motion** made by A. Waters seconded by S. Slade and *unanimously carried* to reaffirm the property be kept as open space and request that the motion be attached to the deed regarding 35 Nooks Hill Road.

N. APPROVAL OF MINUTES

1. Regular Meeting September 13, 2017

Motion made by A. Waters seconded by E. Wenners and *carried* to approve the minutes of September 13, 2017

Aye: T. Tokarz, A. Waters, E. Faienza, R. Newton, E. Wenners, S. Slade
Abstained: F. Emanuele (unable to attend meeting)

2. Special Meeting September 25, 2017

Motion made by E. Wenners seconded by R. Newton and *carried* to approve the minutes of September 25, 2017

Aye: T. Tokarz, A. Waters, E. Faienza, R. Newton, E. Wenners, S. Slade
Abstained: F. Emanuele (unable to attend meeting)

3. Special Meeting October 4, 2017

Motion made by F. Emanuele seconded by A. Waters and *carried* to approve the minutes of September 13, 2017

Aye: T. Tokarz, A. Waters, E. Faienza, R. Newton, E. Wenners, S. Slade
Abstained: E. Wenners (unable to attend meeting)

O. APPOINTMENTS

1. Senior Services Commission

- a. Michael Parent, to fill a vacancy-Term Expires April 2018

Motion made by A. Waters, seconded by F. Emanuele and *unanimously carried* to appoint M. Parent to fill a vacancy on the Senior Services Commission, Term expires April 2018.

P. RESIGNATIONS

None

Q. TOWN COUNCIL COMMISSION LIAISON REPORTS

S. Slade - Thanked Fire Department for a job well done on 39 Grove Road.

R. ADJOURNMENT

Motion made by S. Slade seconded by A. Waters and *unanimously carried* to adjourn the meeting at 8:40 p.m.

Respectfully submitted,



Marion Bironi
Acting Secretary



Denali National Park – Mt. McKinley Panorama

TCH - July 2011

October 11, 2017

Members of the Cromwell Town Council:

It was with interest that I read the letter penned by Attorney Olsen regarding alienation of property. Not surprisingly, I was disappointed in the letter's lack of consideration of the caveat of use on the 35 Nooks Hill Road land, with no discussion of the impact of Public Trust Doctrine on this matter.

The land on 35 Nooks Hill Road is open space, as it has been for more than a century. The Town Council, on April 25, 2017, wisely voted unanimously to not sell this land and keep it as open space.

Falsely assumed in the letter is that the historical trail of land ownership of 35 Nooks Hill Road is clear. Demonstrated in previous Town Council meetings is that there is no record of original conveyance of the property to the town. Land records in 1917 and 1918 for the power company's right of way describe this land as owned by the Town of Cromwell and commonly called 'the park property', referring to a 1915 map with this designation. Agreed is that the Town owns the land – but, when and who conveyed the land? Indeed, the attempt to remedy the lack of original conveyance in the 1978 quitclaim documents from the descendants of both Hubbard (possibly Horace or Samuel V) and Andrew Pierson clearly identifies that it was possible that either person may have conveyed the land to the town. One cannot sell land with murky clouds of doubt over clarity of title. We settled that in April with the Council's decision.

The topography of the land, with its steep slope, coupled with the existing power company right of way crossing the land north and south, and storm water drainpipe west to east, makes this an undesirable land sale. This was settled in April with the Council's decision.

In the 1978 Pierson quitclaim record, is the caveat (deed restriction) of intended purpose for the land, as had been long believed to be the case. The Town, at no expense, has kept this land as open space as long as anyone can remember and any anecdotal records, such as photographs, can show. This deed restriction, and the Public Trust Doctrine, was ignored in Attorney Olsen's letter. Attorney Olsen maintains that this open space is only for the benefit of a few – the neighbors. I am confident that she knows that open space is of benefit to everyone. The Public Trust Doctrine should guarantee that no one benefits unfairly. Only a few would benefit from any change in the use of 35 NHR. Once again, the Council settled this matter in April.

What should be the next steps?

There is one that can be immediately addressed. 35 Nooks Hill Road is identified as unrestricted publicly owned open space in the Cromwell Open Space Plan (2009/2011). With the Council having declared this open space to be the choice for the future in April, the next step would be that the Town Council declares 35 NHR to be Publicly Owned Restricted Open Space, and such designation to be included in future Open Space Plans. (The Plan should be corrected to identify the suspected source of this open space land, not the one listed in the current plan.)

The second step has two options, both for all of the reasons identified above. One is to further investigate the manner in which 35 NHR can be identified as *permanently* restricted open space. The second is to identify a land trust organization to which the land can be given for the purpose of permanently preserving it as open space.

I thank you for your time and consideration of this matter. Open Spaces are good for all town people, our environment and climate. Our work should be to preserve and expand the number of open spaces in town.

Sincerely,

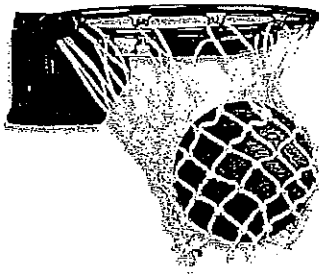
A handwritten signature in black ink that reads "Thad Hasbrouck". The signature is written in a cursive, slightly slanted style.

Thad Hasbrouck
15 Nooks Hill Road
Cromwell, CT 06416

HOME OF THE CHAMPIONS

SAVE THE DATE

**CROMWELL HIGH SCHOOL
BOYS' BASKETBALL REUNION
1959-2017**



WHEN

**Friday, January 26, 2018
Reunion Game 5:00 p.m.**

WHERE

**Cromwell High School
Jake Salafia Gym
1 Donald Harris Drive, Cromwell**

TICKETS AT THE DOOR

**\$5 Adults
\$3 Students & Seniors
Cromwell Seniors with
Senior Pass - Free**

GAMES

**3:30 p.m. JV Game
5:00 p.m. Reunion Game
7:00 p.m. Varsity Game**

BENEFITING

Cromwell Human Services

CONTACT

**John Pinone
Boys' Basketball Coach
japinone@aol.com**



Panthers

Incident Statistics Report

09/01/2017 00:00 Thru 09/30/2017 23:59

Call Type Description	Total for Period
911 Hang Up Call	9
Administrative Matter	15
Alarm - All types	20
ALARM-FALSE BILLABLE	38
All Other Offenses	3
Animal Complaint	28
Assist Motorist	22
Assist Other Agency	29
Burglary	1
Car Seat Installation	3
Civil Matter	3
Dis Conduct/BOP	2
Domestic Incident	9
Drug/Narcotic Violation	1
DUI	5
Fight/Disturbance	1
Fingerprinting	17
FV Protocol / P.A.	6
Identity Theft	4
Juvenile Incident	8
K-9 Assist	1
Larceny - From Building	4
Larceny -Shoplifting	7
Larceny- Other	4
Medical Emergency	54
Missing Person	1
MV Accident	36
MV - Recovered	1
MV Abandoned	1
MV Parking Violation	15
MV Theft	5
MV Towed	1
MV Violation	168
MVA NR PRIV PROP	6
Neighbor Dispute	3
Noise Complaint	7
Nursing Home Fax Report	4
Patient Dispute	1
Property Check	182

Incident Statistics Report

09/01/2017 00:00 Thru 09/30/2017 23:59

Call Type Description	Total for Period
Property Lost/Found	7
Property Seized	1
Record Only Call	8
Road Cond/TCS Out	5
See Complainant	27
Serve Warrant INFO	2
Suspicious Activity	66
TEST CALL	5
Threaten/Harass/Intimidation	2
Traffic Assignment	29
Trespassing	2
Unfounded Complaint	7
Untimely Death	2
Unwanted Person	5
Well Being Check	13
Total:	906

SENIORS/HUMAN SERVICES

Transportation:

We have seen a significant increase in ridership and we have increased day trips including some weekend and evenings. (I can get you reports with numbers if you'd like)
Applied for 5310 Grant in March, awarded 1 new vehicle (take delivery June 2018)
Shared Vehicle with Portland-hoping to be up and running in November

Needs/Goals-Need additional driver. Too often Cathi is out on road, leaving senior center very short staffed. With the increased riders, we can't be without 3 drivers most days.

Human Services:

- We moved from a Brown Bag Food Pantry to A Client Choice Food Pantry in August.
- We purchased a refrigerator/freezer combo unit for the pantry and now offer perishable foods such as butter, eggs, ground meat and juice.
- We are working with community on establishing an Adopt A Family Holiday Program-changed from past years holiday gift program-seeking for the Fire Department to do a Stocking Stuffer Drive instead of collecting toys as in years past as feedback was that we had too many toys and if we have adopted a family, we will not need the additional toys, but stockings can get expensive and would fill a need.
- Partnership with Stop and Shop for Thanksgiving Program-Stop & Shop is going to do a Turkey Drive (so we no longer will provide gift cards as they did in past years for clients to purchase Turkeys as they will be supplied from the Turkey Drive-we will hand out the donated Turkeys.
- Pantry Hours-Now open 2 days per week with no appointment needed.
- Have applied to become a partner with the CT Food Bank-hopefully soon we will be a member where we can shop for many free items and shop for perishables/meats etc at very low cost (.10 cents pound)

Needs/Goals-Have applied to Maturity Works and our hope is to have a part time Pantry worker to assist with using Human Services donation monies to do shopping, restock pantry after pantry days, document pantry usage. Since offering client choice and perishables, the pantry numbers have increased significantly and more than one person is desperately needed.

Senior Center

- Many new programs offered since I've started:
Line Dancing, Pickleball, Reiki Therapy Sessions, Barnum Financial Monthly Lunch and Learns (financial topics), Health Care Agency Sponsored Monthly Lunch & Learns (health and wellness topics), Laughter Yoga, Facials, Tasty Tuesdays (when CRT lunch was cut), AARP CarFit Program and Safe Driver Courses, Live Entertainment Events
- MySeniorCenter Database-online database for tracking senior statistics/program sign ins/Emergency info etc. Since we have had the
- Re-vamped newsletter-offering much more information including a page designated to Human Services information detailing programs and services for low income.

- Applied for a mini grant to Community Foundation-6 ipad tablets/security stands-awards announced late December. This will allow for technology classes to be offered to teach seniors basics as well as more advanced topics.
- We celebrated Older American's Month (May) and Senior Center Month (September) with special events to raise awareness which I believe hasn't happened in past years.

Painted Senior Center in October

Cromwell Belden Public Library

- Library is back to regular operating hours-
Monday, Tuesday, and Thursday 10-8
Wednesday 12-8
Friday & Saturday 10-5
- New Adult Services-Emma Russo-Savage
Emma jumped in and we can expect wonderful things from her. She is going forward with new Adult Programming ideas and ordering fiction and non-fiction for the adult collection.
- Logo-the library is working with a designer to create a new library logo. The Friends of the Library has agreed to pay for half of the cost. Once finalized the library will order cards with key tags.
- Plans for Expansion/Renovation
The plans are coming along very nicely. Only a few minor details to be changed before submitting to the State.
- Intergenerational Programs to look forward to-
Decorate an Ugly Holiday Sweater, Noon Year's Eve
- Coordinate with the high school to have the teens study for mid-terms at the library. The library will stay open late 2 evenings during the mid-term exam week (January 16th & 18th of 2018). The teens will be fed and asked to fill out a survey letting us know what other programs they would like from the library.
- The library has partnered with Covenant Village to offer them book delivery via their vehicle. Library card applications will be sent to Covenant Village and the residents will decide via the application if they would like delivery or still be able to pick up their own materials. The Library Director will be at their Resident's Council meeting on November 5th.
- One Book on the Riverbend
The Library will be participating in the program again. Book selections have not been finalized, but once chosen the library will be able to offer programming and book discussions correlating with the title.
- The furniture in the library will be moved to create space for the "New" collection giving more room to showcase new library materials and bringing back the "Express" collection for patrons looking for best sellers.
- The library will be hosting a "Meet the New Director" on October 20th at 3PM.

TOWN OF CROMWELL
TOWN COUNCIL SPECIAL MEETING
ORGANIZATIONAL MEETING
MONDAY, NOVEMBER 13, 2017
6:30 P.M. TOWN HALL ROOM 224/5

RECEIVED FOR FILING
11-14 2017 at 2:20 M.P
TOWN CLERK'S OFFICE
CROMWELL, CONN.

Jean Ahlquist
TOWN CLERK

MINUTES

Present: Mayor E. Faienza, Counselors R. Newton, F. Emanuele, S. Slade, A. Waters, M. Johnson, J. Demetriades

Absent:

Also Present: Town Manager A. Salvatore, Director of Planning and Development S. Popper, Chief of Police D. Lamontagne, Director of Finance M. Sylvester, Public Works Director L. Spina, Public and Press

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE

S. Slade led the Pledge of Allegiance.

C. APPROVAL OF AGENDA

Motion made by A. Waters seconded by R. Newton and *unanimously carried* to approve the agenda as posted.

D. ORGANIZATION

1. Appoint a Secretary to the Town Council.

Motion made by R. Newton seconded by A. Waters and *unanimously carried* to appoint Re Matus as Secretary to the Town Council.

2. Appoint a Deputy Mayor.

Motion made by F. Emanuele seconded by S. Slade and *unanimously carried* to appoint Richard Newton as Deputy Mayor.

R. Newton thanked the Council for their confidence in him and accepted the nomination.

3. Set meeting dates and times for Regular Meetings for 2018.

Motion made by R. Newton seconded by F. Emanuele and *unanimously carried* to set the Regular Town Council Meetings to the second Wednesday of each Month at 7:00 p.m.

A. Waters requested that special meetings also be scheduled for 7 p.m.

E. APPOINTMENTS

Mayor's appointments of Town Council Members as liaisons to the following Boards and Commissions:

Enzo

- Board of Finance
- Library

Dick

- CWPCA
- Inland/Wetlands

Frank

- Board of Education
- Recreation/Youth Services

Samantha

- Fire District
- Zoning Board of Appeals

Al

- Economic Development Commission
- Historical Society
- Senior Commission

James

- Commission to Support People with Disabilities
- Planning and Zoning

Myron

- Redevelopment
- Planning and Zoning
- Conservation

F. FINANCIAL

1. Tax Refunds

Motion made by A. Waters seconded by S. Slade and *unanimously carried* to approve refunding #1 - #74.

2. Discussion and action to amend Tax Abatement for 120 County Line Drive.

Item presented by S. Popper. Development Manager Daniel Madrigal from Scannell Properties was present to answer any questions the Council had.

S. Popper presented the history of the Tax Abatement and the request to amend it for the new members of the Council, written explanation attached to the minutes.

M. Johnson was not in favor of this item because the project is being built without a named tenant and they may have trouble leasing such a large space. Mr. Johnson was also against this because the developer had not yet had the closing on the property. Mr. Madrigal advised that the Tax Abatement is a key factor on whether this project will be done in Cromwell and also that Scannell Properties builds millions of square feet on speculation each year. This is a 23 million dollar project and they are not worried about leasing it. If they were worried he wouldn't be here tonight ready to move forward.

Town Manager Salvatore advised that we are presently taxing the property as farm land and receiving \$2,000 a year in property taxes. It is his opinion that this is a win-win for the Town of Cromwell and its taxpayers.

Motion made by A. Waters seconded by F. Emanuele and *carried* to amend Tax Abatement for 120 County Line Drive.

Aye: A. Waters, S. Slade, E. Faienza, R. Newton, F. Emanuele, J. Demetriades

Nay: M. Johnson

Motion carried

3. Discussion and action to approve Police Department applying for and receiving the Expanded DUI Enforcement Grant.

Item presented by Chief Lamontagne.

Motion made by R. Newton seconded by A. Waters and *unanimously carried* to approve Police Department applying for and receiving the Expanded DUI Enforcement Grant.

a. Approve appropriation of \$23,600 from the Capital Non-Recurring Fund of which 100% will be reimbursed back to the Town.

Motion made by F. Emanuele seconded by R. Newton and *unanimously carried* to approve appropriation of \$23,600 from the Capital Non-Recurring Fund of which 100% will be reimbursed back to the Town

4. To consider and act upon a proposed amendment to the September 14, 2016 resolution, as amended June 28, 2017, authorizing the issuance of bonds to refund all or a portion of the Town's \$6,680,000 General Obligation Bonds, Issue of 2008 and \$6,730,000 General Obligation Bonds, Issue of 2010.

Item presented by Finance Director M. Sylvester.

Motion made by R. Newton seconded by S. Slade and *unanimously carried* to approve proposed amendment to the September 14, 2016 resolution, as amended June 28, 2017, authorizing the issuance of bonds to refund all or a portion of the Town's \$6,680,000 General Obligation Bonds, Issue of 2008 and \$6,730,000 General Obligation Bonds, Issue of 2010.

G. ADJOURNMENT


Motion made by S. Slade seconded by R. Newton and *unanimously carried* to adjourn the Special Meeting at 7:30 p.m.

Respectfully submitted,

Re Matus

Re Matus
Secretary

To: Anthony Salvatore, Town Manager
From: Stuart B. Popper Director of Planning and Development
Date: November 8, 2017
Re: Amended Tax Abatement for 120 County Line Drive



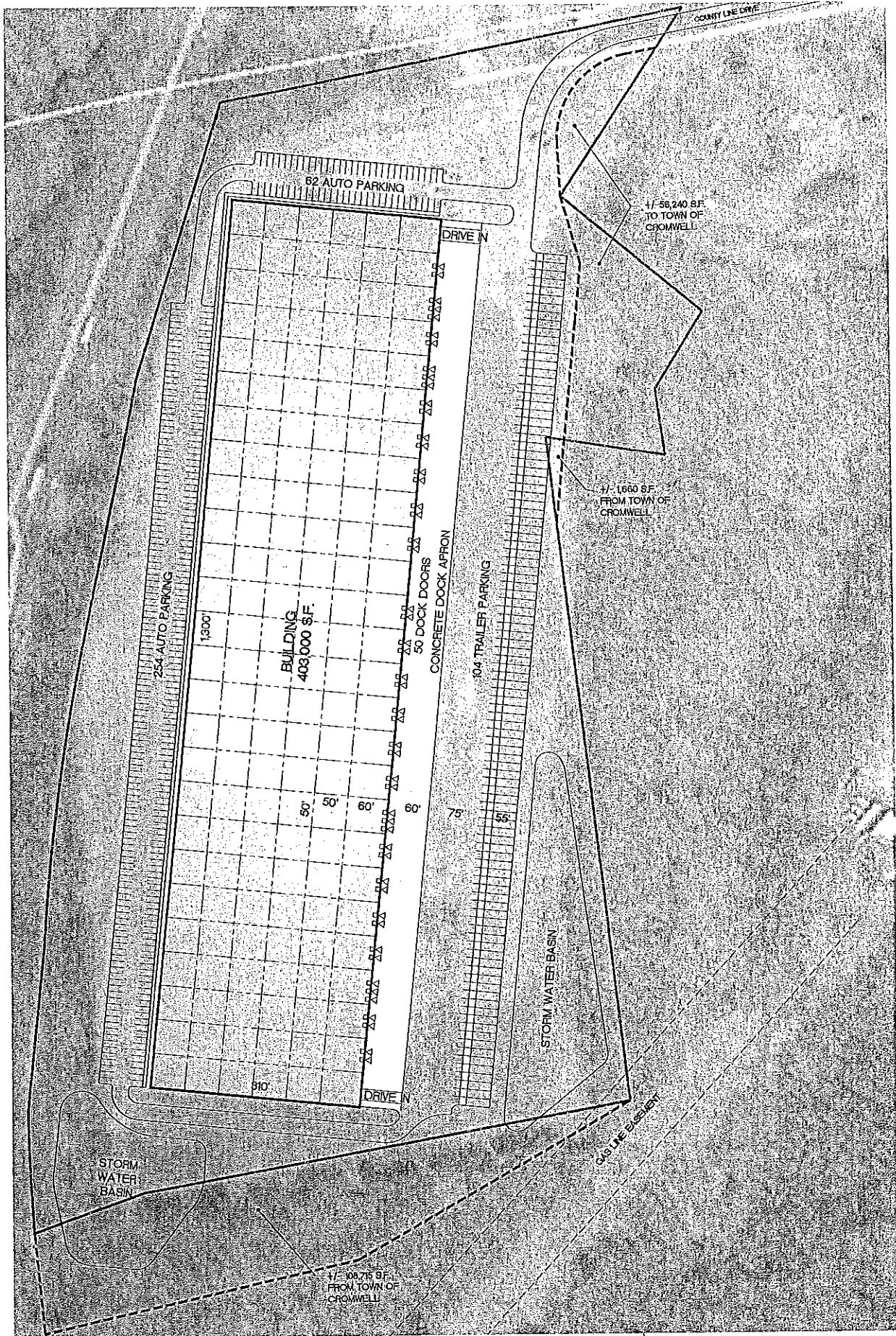
The Town Council at a special meeting held at 7:00 pm on Wednesday October 4, 2017 voted unanimously to grant a seven (7) year, 100% tax abatement on 120 County Line Drive to Arett Sales/Scannell Properties and authorized the Town Manager to sign the agreement.

Scannell Properties is requesting to amend the Tax Abatement to remove any reference to Arett Sales. Scannell is now proposing to build a 403,000 square foot warehouse building for a future tenant yet to be determined. Attached is a drawing of the proposed building.

Scannell Properties continues to work on the development of the site. The closing for the purchase of the property is scheduled for January 15, 2018. As noted below they are moving forward with the permit process with the permission of the current owner.

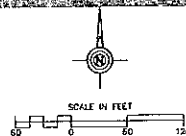
- The Planning and Zoning Commission at the September 5, 2017 meeting approved Application #17-32: Request for an Erosion and Sedimentation Control Plan (for the grading of the site) at 120 County Line Drive.
- The Inland Wetlands and Watercourses Agency at the meeting on November 1, 2017 meeting approved with conditions Application #17-11: Request to conduct regulated activities (construction of a storm water management area) within the Upland Review Area at 120 County Line Drive.
- A pre-construction meeting for the grading of the site will be held on Thursday November 9, 2017 at 9:00 am.
- Scannell has submitted Application #17-53: Request for Site Plan Approval to construct a 403,000 square foot warehouse at 120 County Line Drive.
- The Planning and Zoning Commission will accept Application #17-53 at the November 9, 2017 meeting and schedule it to be considered as a business item at the December 5, 2017 meeting.

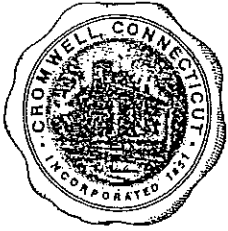
*Approved by REQUEST
MAYOR Add to AG order.
11/8/17
Anthony Salvatore*



PROPOSED:
 PROJECT SITE
 NOVEMBER 7, 2017

WAREHOUSE / OFFICE
 CROMWELL, CT





Town of Cromwell

NATHANIEL WHITE BUILDING
41 WEST STREET
CROMWELL, CONNECTICUT 06416-0189

December 1, 2017

**To: Mayor Enzo Faienza
Town Council Members**

From: Joan Ahlquist, Town Clerk / Registrar of Vital Records

Re: Appointment of Sub-Registrars

I am writing to request the reappointment of the two current sub-registrar funeral homes, per Connecticut General Statute 7-65(b), Jay Doolittle from Cromwell Funeral Home and Louis Sarno from D'Angelo's Funeral Home.

This appointment allows them to issue removal, transit, burial and cremation permits for any deaths that occur in Cromwell during the hours in which the Town Clerk's office is closed. The appointment will expire November 2019.

I have attached the statute for further information. Please feel free to contact me with any questions.

*Thank you,
Joan*

Sec. 7-65. Removal, transit and burial permit. Subregistrars. (a) The embalmer or funeral director licensed by the department, or licensed in a state having a reciprocal agreement on file with the department and complying with the terms of such agreement, who assumes custody of a dead body shall obtain a removal, transit and burial permit from the registrar of the town in which the death occurred or the town in which the embalmer or funeral director maintains a place of business not later than five calendar days after death, and prior to final disposition or removal of the body from the state. The embalmer or funeral director who assumes custody and control of the body and obtains a removal, transit and burial permit from the registrar of the town in which the embalmer or funeral director maintains a place of business shall be obligated to file the death certificate, in accordance with the provisions of section 7-62b, in person, through an electronic registry system or by certified mail, return receipt requested. The removal, transit and burial permit shall specify the place of burial or other place of interment and state that the death certificate and any other certificate required by law have been returned and recorded.

(b) A local registrar shall appoint not less than two suitable persons as subregistrars, who shall be authorized to issue removal, transit and burial permits and cremation permits for any death that occurs in such registrar's town, during the hours in which the office of the registrar of vital records is closed. The appointment of subregistrars shall be made in writing, with the approval of the selectmen of such town, and shall be made with reference to locality, to best accommodate the inhabitants of the town. Such subregistrars shall be sworn, and their term of office shall not extend beyond the term of office of the appointing registrar. The names of such subregistrars shall be reported to the Department of Public Health. The Chief Medical Examiner, Deputy Chief Medical Examiner and associate medical examiners shall be considered subregistrars of any town in which death occurs for the sole purpose of issuing removal, transit and burial permits.

(c) A subregistrar shall issue a removal, transit and burial permit upon receipt of a completed death certificate as provided in section 7-62b. A subregistrar shall forward any such certificate upon which a removal, transit and burial permit is issued to the registrar of the town where the death occurred, not later than seven days after receiving such certificate.

(d) The fee for such removal, transit and burial permit shall be paid to the town issuing the removal, transit and burial permit.

(1949 Rev., S. 587; 1961, P.A. 315; 1971, P.A. 27; P.A. 73-26; P.A. 77-614, S. 323, 610; P.A. 79-47, S. 3; 79-434, S. 9; P.A. 93-381, S. 9, 39; P.A. 95-184, S. 3; 95-257, S. 12, 21, 58; P.A. 04-255, S. 7; P.A. 07-104, S. 1; P.A. 09-232, S. 8.)

History: 1961 act provided for appointment of additional subregistrars to accommodate governmental institutions; 1971 act deleted provision limiting subregistrars to two and provision, made obsolete thereby, for special appointments exceeding the limit; P.A. 73-26 added provisions concerning consideration of chief medical examiner as subregistrar and payment of burial and removal permits; P.A. 77-614 substituted department of health services for department of health, effective January 1, 1979; P.A. 79-47 provided for consideration of deputy chief medical examiner and associate medical examiners as subregistrars; P.A. 79-434 replaced specific reference to funeral director's certificate with "any other certificate"; P.A. 93-381 replaced department of health services with department of public health and addiction services, effective July 1, 1993; P.A. 95-184 required burial permit specification to be by section, lot, grave or other place of interment; P.A. 95-257 replaced Commissioner and Department of Public Health and Addiction Services with Commissioner and Department of Public Health, effective July 1, 1995; P.A. 04-255 replaced provision requiring burial

permit with provision specifying that embalmer or funeral director shall obtain a burial transit removal permit and made conforming changes; P.A. 07-104 substituted "removal, transit and burial permit" for "burial transit removal permit" and made embalmer or funeral director assuming custody and control of body and obtaining such permit from registrar of town in which the embalmer or funeral director maintains a place of business responsible for filing death certificate in person, electronically or by mail, effective July 1, 2007; P.A. 09-232 divided existing provisions into Subsecs. (a), (b) and (d), made a technical change in Subsec. (a), amended Subsec. (b) by requiring local registrar to appoint not less than 2 persons as subregistrars, by authorizing subregistrars to issue cremation permits and by making conforming and technical changes, and added new Subsec. (c) re duties of subregistrars.

See Secs. 19a-323 and 19a-324 re procedure for issuance of cremation certificates.