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TOWN OF CROMWELL
TOWN COUNCIL
REGULAR MEETING
WEDNESDAY DECEMBER 14, 2016
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. FINANCE DIRECTOR'S REPORT
K. FINANCIAL
   1. Budget Reports
   2. Tax Refunds
   3. Discussion and action on request for a Special Revenue Fund for Sunshop Prize Monies.
   4. To consider and act upon a resolution recommending an appropriation of $2,294,876, to be funded from borrowings to the extent not defrayed from grant receipts, for costs related to the reconstruction of Coles Road approximately from its intersection with Shunpike Road to its intersection with Nursery Lane and related work, and, if approved, referring such recommendation to the Board of Finance for its consideration; calling a Special Town Meeting to consider and act upon a resolution with respect to the appropriation and borrowing authorization for the project if approved by the Board of Finance; and making various determinations and taking various actions in connection therewith.
L. STAFF REPORTS
   1. December Economic Development Coordinator Report
M. UNFINISHED BUSINESS
   1. Continue discussion and possible action on Solid Waste Report. - Tabled
   2. To consider and act upon Library Expansion Project. -Tabled
N. NEW BUSINESS
   1. Discussion and action on request to waive the Bidding requirement for the continuation of Cardinal Engineering Associate Inc. engineering services for the Phase IV Sewer Rehabilitation.
   2. Discussion and action to approve proposed Health Code Changes.
      a. Septic tank pumping
      b. Outdoor wood furnaces prohibition

c. Landlord registration

3. Discussion and action to approve proposed changes to Chapter 99, Building Construction.
4. Discussion and action to authorize the Town Manager to sign the FFY 2016 State Homeland Security Grant Program Region 3 Memorandum of Agreement.
5. Grievance - Step 3
   a. CILU-CIPU UE Local 222 - Neil Swanson
6. Discussion and possible action to amend Chapter 40 Park and Recreation Commission.
   a. Authorize Mayor to set time and date of Public Hearing.
7. Review, discussion and possible action to amend Recreation Special Revenue Fund #163.
8. Town Manager's goals and objectives for 2017.

O. APPROVAL OF MINUTES

1. Special Meeting, November 9, 2016
2. Regular Meeting, November 9, 2016
3. Special Meeting, December 5, 2016

P. RESIGNATIONS

Q. APPOINTMENTS

1. Recreation Commission
   a. Richard Nobile, reappointment, Term expires December 2019

R. TOWN COUNCIL COMMISSION LIAISON REPORTS

S. ADJOURNMENT

Rules for Citizen Comments:

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

TOWN OF CROMWELL, CT

YEAR-TO-DATE BUDGET REPORT

FOR 2017 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001 TOWN MANAGER'S OFFICE	315,341	0	315,341	123,387.99	2,363.07	189,589.94	39.9%
002 TOWN CLERK'S OFFICE	199,255	0	199,255	77,851.64	19,374.26	102,029.10	48.8%
003 REGISTRAR OF VOTERS	78,449	0	78,449	40,357.03	10,471.56	27,620.41	64.8%
004 PLANNING COMMISSION	3,225	0	3,225	378.77	306.99	2,539.24	21.3%
005 ECONOMIC DEVELOPMENT	12,335	3,200	15,535	6,407.97	254.00	8,873.03	42.9%
006 BOARD OF FINANCE	1,650	0	1,650	225.00	.00	1,425.00	13.6%
008 CHARTER REVISION COMM	1,501	0	1,501	693.60	.00	807.40	46.2%
009 BOARD OF ASSESSMENT APPEALS	1,100	0	1,100	275.40	.00	824.60	25.0%
010 ZONING BOARD OF APPEALS	1,535	0	1,535	74.00	106.97	1,354.03	11.8%
011 INLAND WETLANDS	2,185	0	2,185	507.96	200.00	1,477.04	32.4%
012 COMM. FOR DISABLED PEOPLE	100	0	100	.00	.00	100.00	.0%
013 DONATIONS AND DUES	44,266	0	44,266	38,256.33	5,500.00	509.67	98.8%
014 TOWN COUNCIL	35,155	0	35,155	24,534.60	8,250.00	2,370.40	93.3%
015 LEGAL EXPENSE	220,766	0	220,766	93,517.87	79,888.13	47,360.00	78.5%
016 CENTRAL SERVICES	142,300	0	142,300	75,824.44	52,625.09	13,850.47	90.3%
017 INSURANCE EXPENSE	641,220	0	641,220	250,150.00	265,761.51	125,308.49	80.5%
018 GENERAL EXPENSE	943,400	47,789	991,189	923,455.62	6,500.00	61,233.38	93.8%
019 DEVELOPER/PLANNER	136,725	0	136,725	56,907.89	.00	79,817.11	41.6%
020 FINANCE DEPARTMENT	363,304	0	363,304	153,401.13	4,678.83	205,224.04	43.5%
021 TAX COLLECTOR	166,409	0	166,409	58,446.41	230.05	107,732.54	35.3%
022 ASSESSOR'S OFFICE	224,099	0	224,099	91,280.79	5,887.50	126,930.71	43.4%
030 PUBLIC WORKS ADMIN.	255,703	0	255,703	104,230.04	8,646.16	142,826.80	44.1%
031 ENGINEERING	213,606	0	213,606	80,103.95	15,646.04	117,856.01	44.8%
032 SOLID WASTE REMOVAL	609,713	0	609,713	188,180.19	297,962.46	123,570.35	79.7%
033 BUILDING INSPECTION	184,708	0	184,708	76,143.50	1,444.62	107,119.88	42.0%
034 HIGHWAY DEPT.	1,277,226	0	1,277,226	391,867.38	156,762.17	728,596.45	43.0%
035 BUILDING MAINTENANCE	564,570	0	564,570	223,212.94	51,678.55	289,678.51	48.7%
036 PARKS & GROUNDS	383,105	0	383,105	157,728.76	19,692.43	205,683.81	46.3%
037 PUBLIC WORKS-OTHER	488,275	0	488,275	156,543.01	253,924.21	77,807.78	84.1%
038 VEHICLE MAINTENANCE	339,634	0	339,634	97,092.87	52,780.01	189,761.12	44.1%
040 POLICE DEPARTMENT	3,156,791	0	3,156,791	1,251,221.44	29,447.63	1,876,121.93	40.6%
041 EMERGENCY MANAGEMENT	19,950	0	19,950	5,785.33	.00	14,164.67	29.0%
042 ANIMAL CONTROL	81,907	0	81,907	28,517.37	.00	53,389.63	34.8%
050 HEALTH DEPARTMENT	179,416	0	179,416	78,863.17	31,855.20	68,697.63	61.7%
051 HUMAN SERVICES	113,708	0	113,708	49,547.49	1,289.96	62,870.55	44.7%
053 SENIOR SERVICES	93,333	0	93,333	32,351.15	9,650.60	51,331.25	45.0%
054 YOUTH SERVICES	106,830	0	106,830	41,712.90	3,295.75	61,821.35	42.1%
055 TRANSPORTATION SERVICES	112,045	0	112,045	48,035.88	2,875.05	61,134.07	45.4%
060 RECREATION DEPARTMENT	240,035	0	240,035	115,224.73	1,779.72	123,030.55	48.7%
061 LIBRARY	570,285	0	570,285	250,667.80	12,098.38	307,518.82	46.1%
070 BONDED DEBT	3,588,112	0	3,588,112	239,055.63	.00	3,349,056.37	6.7%
080 EMPLOYEE BENEFITS	3,367,742	0	3,367,742	1,277,092.13	1,176,173.60	914,476.27	72.8%
090 BOARD OF EDUCATION	28,768,297	0	28,768,297	8,257,233.74	.00	20,511,063.26	28.7%
119 DEVELOPMENT COMPLIANCE	98,035	0	98,035	41,060.18	85.00	56,889.82	42.0%

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Program ID: glytdbud

TOWN OF CROMWELL, CT

YEAR-TO-DATE BUDGET REPORT

FOR 2017 13

120 CONSERVATION COMMISSION	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
120 CONSERVATION COMMISSION	1,510	0	1,510	60.00	.00	1,450.00	4.0%
GRAND TOTAL	48,348,856	50,989	48,399,845	15,207,466.02	2,589,485.50	30,602,893.48	36.8%

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

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TOWN OF CROMWELL, CT

YEAR-TO-DATE BUDGET REPORT

FOR 2017 13

	ORIGINAL ESTIM REV	ESTIM REV ADJSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
002 TOWN CLERK'S OFFICE	-288,300	0	-288,300	-179,987.27	-108,312.73	62.4%
021 TAX COLLECTOR	-40,523,965	0	-40,523,965	-24,088,810.25	-16,435,154.75	59.4%
022 ASSESSOR'S OFFICE	-600	0	-600	-197.00	-403.00	32.8%
030 PUBLIC WORKS ADMIN.	-75,300	0	-75,300	-11,869.38	-63,430.62	15.8%
033 BUILDING INSPECTION	-150,050	0	-150,050	-68,705.00	-81,345.00	45.8%
040 POLICE DEPARTMENT	-76,500	0	-76,500	-30,842.67	-45,657.33	40.3%
042 ANIMAL CONTROL	-1,000	0	-1,000	-675.00	-325.00	67.5%
050 HEALTH DEPARTMENT	-28,100	0	-28,100	-900.00	-27,200.00	3.2%
053 SENIOR SERVICES	-2,000	0	-2,000	-1,575.00	-425.00	78.8%
054 YOUTH SERVICES	-4,830	0	-4,830	-887.50	-3,942.50	18.4%
060 RECREATION DEPARTMENT	0	0	0	-80.00	80.00	100.0%
061 LIBRARY	-9,000	0	-9,000	-3,386.41	-5,613.59	37.6%
206 BOARDS & COMMISSIONS	-7,750	0	-7,750	-1,444.90	-6,305.10	18.6%
207 STATE OF CONNECTICUT	-5,185,513	0	-5,185,513	-1,639,532.64	-3,545,980.36	31.6%
208 MISCELLANEOUS SOURCES	-385,026	0	-385,026	-153,751.91	-231,274.09	39.9%
999 FUND BALANCE	-1,005,793	0	-1,005,793	.00	-1,005,793.00	.0%
GRAND TOTAL	-47,743,727	0	-47,743,727	-26,182,644.93	-21,561,082.07	54.8%

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

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Posted Refund Transaction (s) TOWN OF CROMWELL Int Date: 11/30/2016 Date: 11/30/2016 Page: 1

Condition(s) :

Bill Dist/Susp/Bank	Name Address	Prop Loc/Vehicle Info. UniqueID/Reason	Paid Date	Tax	Int	L/F	Total Adjusted	Overpaid Tax
2014-03-0051656	CAB EAST LLC BOX 105704 ATLANTA GA 30348	2011/1FMCU9EG5BKB17216 51656 Sec. 12-129 Refund of Excess Payments.	11/22/2016	222.80 445.60	0.00 0.00	0.00 0.00	222.80 445.60	-222.80
2014-04-0080551	DELANI GUGLIETTA RAE 123 WEST ST 307 CROMWELL CT 06416-2461	2004/1FAFP44634F219989 80551	10/4/2016	130.82 166.85	0.00 20.31	0.00 0.00	130.82 187.16	-36.03
2015-01-0002374	HENCLEWSKI MICHAEL 69 NORTH ROAD CROMWELL CT 06416	69 NORTH ROAD 00132900 Sec. 12-129 Refund of Excess Payments.	11/14/2016	4,122.38 4,132.38	0.00 0.00	0.00 0.00	4,122.38 4,132.38	-10.00
2015-02-0040744	NATIONWIDE MUTUAL INSURANCE 1 WEST NATIONWIDE BOULEVARD 1- COLUMBUS OH 43215	17 CAMBRIDGE DRIVE 41506200 Sec. 12-129 Refund of Excess Payments.	8/31/2016	29.59 59.18	0.00 4.00	0.00 0.00	29.59 63.18	-29.59
2015-03-0050757	BARONOWSKI CAROLINE G + BARONOWSKI RIC 16 EDGEWOOD ST CROMWELL CT 06416-1438	1999/3FCNF53S3XJA15552 50760 Sec. 12-129 Refund of Excess Payments.	7/22/2016	397.05 476.66	0.00 0.00	0.00 0.00	397.05 476.66	-79.61
2015-03-0052558	CORRONE BERNADETTE M 366 MAIN ST CROMWELL CT 06416-2305	2012/KNADM5A30C6095010 52562	7/1/2016	178.80 214.64	0.00 0.00	0.00 0.00	178.80 214.64	-35.84
2015-03-0052792	CULMONE JULIE D 121 SHUNPIKE RD CROMWELL CT 06416-1178	2015/WAUDGAFL0FA077004 52796	7/29/2016	926.56 1,010.44	0.00 0.00	0.00 0.00	926.56 1,010.44	-83.88
2015-03-0052793	CULMONE JULIE D 121 SHUNPIKE RD CROMWELL CT 06416-1178	2012/JTJBM7FX1C5040196 52797 Sec. 12-129 Refund of Excess Payments.	7/29/2016	745.28 812.74	0.00 0.00	0.00 0.00	745.28 812.74	-67.46
2015-03-0061119	SCHWEINHART KIMBERLY L 15P COUNTRY SQUIRE DR CROMWELL CT 06416-4524	2011/KNDJT2A11B7205402 61129 Sec. 12-129 Refund of Excess Payments.	7/6/2016	114.69 171.96	0.00 0.00	0.00 0.00	114.69 171.96	-57.27
2015-03-0062775	USB LEASING LT 1850 OSBORN AVE OSHKOSH WI 54902	2013/1GTR2VE77DZ196606 62786 Sec. 12-129 Refund of Excess Payments.	7/21/2016	357.29 612.85	0.00 0.00	0.00 0.00	357.29 612.85	-255.56
TOTAL	10			7,225.26 8,103.30	0.00 24.31	0.00 0.00	7,225.26 8,127.61	-878.04

TOWN OF CROMWELL
BUILDING DEPARTMENT
Nathaniel White Building
41 West Street, Cromwell, CT 06416

TO: Anthony J. Salvatore, Town Manager
Town Council Members

FROM: David Jolley, Building Official D.J.

DATE: December 5, 2016

RE: **REQUEST FOR A "SPECIAL REVENUE FUND" FOR SUNSHOP PRIZE MONIES**

As of 10/14/2015, the Building Department has been actively participating in "The Sunshop Prize Race to 7 Day Solar Competition". To date the Town has received $2,200. Please review the following for a complete understanding of this solar competition.

1. Sunshop Prize Connecticut Team Guide.
2. E-mail from team leader Isabelle Hazelwood indicating use of monies.
3. Memorandum of Understanding.
4. Example of what we submit to Connecticut Green Bank.

Procedure to release monies would be as follows: The Town Building Official would submit a written request to the Town Manager for approval. The Town Manager would respond in writing to the request.

F:/Sunshop Prize $

SunShot Prize Connecticut Team Guide

The Competition

The goal of the U.S. Department of Energy's *SunShot Prize: Race to 7-Day Solar* is to reduce the total time required to permit, install, inspect, and grid-interconnect solar PV systems while increasing process certainty and enriching the solar experience. **Through the competition, our team can earn prize rewards in two ways:**

1. **Installing 3MW** of solar PV in our "competition population" by March 19,2016
2. **Achieving "permit to plug-in times" <56 days for as many projects in our** "competition population"(CP) as possible. Points are awarded for each project in our CP depending on project length. **Shorter project completion = more points!** If we have the most points at the end of the competition, we'll take home a Grand Prize of $3million!

Key Terms:

Competition Population (CP): Our competition population defines the pool of projects that will count towards our SunShot Prize score. **For a solar PV installation to be in our competition population it must be (1) <100kW (2) located in a municipality designated by the Green Bank as part of the CP and (3) installed by a contractor on our team.** (See page 4 for a complete list of our team and page 5 for a complete list of municipalities in our CP). We may add municipalities to our CP throughout the competition – if we add a new town, we'll let you know!

"Permit to Plug-In" (P2P): For a project in our CP to earn points it must be **completed within 56 days**. The competition rules define "total project duration" as the date from which an installer applies for interconnection approval or a municipal permit (whichever occurs first) to the date when the utility issues its approval to energize. The shorter the P2P, the more points the project earns! No points are awarded to projects that take more than 56 days to complete.

Key Goals and Associated Rewards:

1. Install **1MW** of solar PV in our competition population by January 19, 2016 ***($25,000)***
2. Install **3MW** (cumulative) of solar PV in our competition population by March 19, 2016 ***($50,000)***
3. Install **10MW** (cumulative) in our competition population by March 17, 2017
4. Reduce "permit to plug-in" times to **as close to 7 days as possible** for all projects <100kW in the competition population ***($1-3 million)***

To win big we need everyone to do their best to get these projects completed as quickly as possible!

Team Member Roles

Connecticut Green Bank (Green Bank): The Connecticut Green Bank will act as the **Team Lead** for the SunShot Prize competition. The Green Bank is a quasi-public state agency that provides incentives and financing for clean energy projects in Connecticut. The Green Bank will be responsible assisting team members in streamlining processes and implementing strategies to speed up project completion times, tracking project metrics, coordinating team members and reporting the team's progress to the Department of Energy (DOE).

Utilities: The utilities will be responsible for processing and approving interconnection applications for solar PV systems in their territories. Both utilities will be responsible for exploring the implementation of and/or improving online application platforms for interconnection approval, investigating process improvements to achieve faster interconnection and reporting processing times for eligible projects to the Team Lead.

Installers: Installers will be responsible for solar sales in the competition population, obtaining interconnection approval and municipal permits, installing the solar PV systems, collaborating with the Team Lead to identify and implement

process improvements that enhance project efficiency and reporting data on projects in the competition population to the Team Lead.

Municipalities - Municipalities will be responsible for permitting and inspecting solar PV installations in their jurisdictions, collaborating with team partners to identify and implement strategies for streamlined solar permitting and reporting application processing and inspection times to the Team Lead.

What Is Expected of You

It is important that all team members contribute to the competition according to their roles, are responsive to communications, attentive to the key dates and deadlines, and show an overall enthusiasm toward achieving our goals. Additionally, all Connecticut Team members should be actively engaged in identifying strengths, inefficiencies, and improvement opportunities in their respective areas of solar PV installations.

To track our team's progress, impact and competition score, Team Members will be responsible for periodically reporting project data to the Green Bank. The Green Bank will provide a template to each team member to fulfill the project's reporting requirements.

What to Expect from Team Lead

As Team Lead the Green Bank will represent the team and be responsible for fulfilling all submission and evaluation requirements of the Department of Energy. As part of our team strategy to benchmark project completion times from the start of the competition until the end of the competition period, the Team Lead will spearhead project data collection, data analysis and strategic implementation of process improvements to reduce project completion times. The Team Lead will also keep all Team Members informed of the team's progress throughout the competition.

Key Dates and Project Reporting

The Competition's Performance Period runs from **September 22, 2015-March 17, 2017**. All projects <100kW and completed within 56 days in our competition population during this timeframe will earn points towards our team score.

The Department of Energy requires our team to provide quarterly updates on **ALL ELIGIBLE** solar PV installations in our CP, as well as Project Progress Reports in January 2016 and March 2016. The Green Bank will compile all project data and fulfill DOE's reporting requirements on behalf of the team according to the following schedule:

	DUE DATE
Performance Period begins	*Tuesday Sept. 22, 2015*
Q1: All team members must report data to the Green Bank for projects interconnected **9/22/15 - 12/31/15**	**Monday January 8, 2016**
Q2: All team members must report data to the Green Bank for projects interconnected **12/31/15 - 3/20/16**	**Friday March 25, 2016**
Q3: All team members must report data to the Green Bank for projects interconnected **3/21/16 - 6/18/16**	**Friday June 24, 2016**
Q4: All team members must report data to the Green Bank for projects interconnected **6/19/16 - 9/16/16**	**Friday Sept. 23, 2016**
Q5: All team members must report data to the Green Bank for projects interconnected **9/17/16 - 12/15/16**	**Monday December 19, 2016**
Performance Period ends	*March 17, 2017*
All team members report final data to Green Bank for projects interconnected 12/16/16-3/17/17	**March 27th, 2017**

SunShot Prize Connecticut Team Guide

Prize Awards

CHANGE PRIZES: The Department of Energy will award our team "Change Prizes" throughout the competition if we meet certain deployment metrics. These awards are designed to support our team in the pursuit of reduced P2P times and winning the Grand Prize. Change Prize awards will be allocated as follows:

	Award	Allocation	Recipient	Purpose
Initial Seed Funding *(September 2015)*	*$25,000*	$20,000	United Illuminating	Seed funding to explore development of an online application platform for solar PV interconnection applications.
		$5,000	Eversource Energy	Funding to implement process improvements for faster technical project review.
Target Reached	**Award**	**Allocation**	**Recipient**	**Purpose**
1 MW of Solar PV installed in Competition Population *(January 2016)*	*$25,000*	$17,500	7 installer partners	$2,500 (each) to implement process improvements that result in enhanced project efficiency.
		$7,500	5 installer partners	$1,500 (each) in performance-based awards to five installer partners with the highest deployment volume during the competition as of January 31st, 2016. Awards to be used for marketing campaigns to further drive deployment throughout the competition.
Target Reached	**Award**	**Allocation**	**Recipient**	**Purpose**
3 MW of Solar PV installed in Competition Population *(March 2016)*	*$50,000*	$22,000	10 municipal partners	$2,200 (each) to implement process improvements for streamlined solar PV permitting.
		$10,500	CT Green Bank	To develop a public solar permitting database with data collected through the Yale "Open for Business" report card project.
		$17,500	7 team members	$2,500 (each) awarded to three municipal and two installer partners with the fastest permit to plug-in times as of November 1st, 2016, plus $2,500 (each) for the two utilities contingent on successful completion of all tasks and subtasks as assigned in the work plan.

GRAND PRIZES: The Department of Energy will award Grand Prizes to the teams that take first and second place in the competition. To win a Grand Prize our team must have the most points out of any team in the competition. Points are awarded to projects in our CP based on their P2P time – the shorter the P2P the more points the project earns. The first place award is $3 million; second place is $1 million. Grand Prize awards will be allocated as follows:

First Place Allocation	Second Place Allocation	Recipient	Description
$2 million	$800,000	Utilities	$2 million or $800,000 to be split 80-20 between Eversource and UI for improved interconnection and grid resiliency initiatives.

SunShot Prize Connecticut Team Guide

(Grand Prize allocations continued)

First Place Allocation	Second Place Allocation	Recipient	Description
$540,000	$180,000	Installer and municipal partners	$30,000 or $10,000 (each) to the 18 original installer and municipal partners on the Connecticut Team
$300,000	$20,000	Connecticut Green Bank	To continue work to reduce solar soft costs
$100,000	--	10 team members	$10,000 (each) awarded to 5 installer and 5 municipal partners that achieve the fastest average P2P times during the competition
$60,000	--	Additional team members	$10,000 (each) to up to 6 municipal partners added to the Connecticut Team during the competition. If no additional team members are added, this funding pool will be distributed amongst the original installer and municipal team members.

SunShot Prize Connecticut Official Team Members

CT Green Bank	860-258-7826	Isabelle Hazlewood	isabelle.hazlewood@ctgreenbank.com
Eversource Energy	860-665-5517	David Ferrante	david.ferrante@eversource.com
United Illuminating	203-926-4637	Robert Manning	robert.manning@uinet.com
AllGreenIt Solar	860-940-7960	Peter Stevenson	peter.stevenson@allgreenit.com
JD Solar Solutions	860-717-0786	Jim and Jodi Dean	jimandjodidean@sbcglobal.net
Posigen	504-293-4819	Beth Galante	bgalante@posigen.com
Ross Solar Group	203-512-4500	David Disalvo	david.disalvo@rosssolargroup.com
Skyview Ventures	914-305-3535	Spencer Monson	spencer.monson@skyviewventures.com
Sunlight Solar Energy	203-878-9123	Kristen Bayusik	kristen.bayusik@sunlightsolar.com
Trinity Solar	203-701-3724	Peter Wills	peter.wills@trinitysolarsystems.com
Town of Bolton	860-649-8066 x6105	Jim Rupert	jim.rupert@boltonct.org
Town of Coventry	860-742-4064	Joseph Callahan	jcallahan@coventryct.org
Town of Cromwell	860-632-3428	David Jolley	djolley@cromwellct.com
Town of Fairfield	203-256-3036	Thomas Conley	tconley@fairfieldct.org
Town of Manchester	860-647-3052	Greg Smith	gsmith@manchesterct.gov
City of Middletown	860-638-4870	Dean Lisitano	dean.lisitano@MiddletownCT.gov
Town of Montville	860-848-303 x382	Vern Vesy	vvesy@montville-ct.org
Town of North Haven	203-239-5321 x405	Elio Floriano	floriano.elio@town.north-haven.ct.us
Town of Southington	860-276-6242	Jeffrey Pooler	poolerj@southington.org
Town of Westport	203-341-5025	Steve Smith	ssmith@westportct.gov

SunShot Prize Connecticut Team Guide

CT Competition Population

(Any project <100kW in a municipality listed below counts in the competition)

Andover	Guilford	Plainville
Bolton	Hebron	Redding
Bristol	Ledyard	Rocky Hill
Burlington	Manchester	South Windsor
Canterbury	Meriden	Southbury
Canton	Middletown	Southington
Cheshire	Montville	Stonington
Coventry	Naugatuck	Tolland
Cromwell	New Britain	Vernon
Danbury	New London	Waterbury
East Hartford	Newington	Waterford
East Lyme	Newtown	Weston
Ellington	North Haven	Westport
Fairfield	North Stonington	Wethersfield
Glastonbury	Norwalk	Windsor
Greenwich	Oxford	Wolcott

Isabelle Hazlewood at the Connecticut Green Bank will be your primary point of contact for this project. Please do not hesitate to reach out to Isabelle if you have any questions or concerns.

The full SunShot Prize Competition Rules can be found here

Jolley, Dave

From: Isabelle M. Hazlewood <Isabelle.Hazlewood@ctgreenbank.com>
Sent: Friday, August 12, 2016 10:30 AM
To: Jolley, Dave
Subject: SunShot Prize Award
Attachments: CT Team Info Packet.pdf

Hi Dave,

Glad to hear you received your $2,200 award for your participation in the SunShot Prize competition. The official competition rules do not stipulate that prize awards need to be spent on anything in particular. However, our Team Guide (attached) encourages municipalities to use the funds "to implement process improvements for streamlined solar PV permitting." This could be anything that will help the Building Department operate more efficiently or meet any current needs of the department.

Keeping the funds within the department will help us continue to make progress towards that $3million grand prize (and an additional $30,000 for Cromwell)!

Thanks,
Isabelle

Isabelle Hazlewood
Senior Associate, Statutory and Infrastructure Programs, Connecticut Green Bank

T 860-258-7826 | F 860-398-5510
845 Brook Street, Rocky Hill, CT 06067
isabelle.hazlewood@ctgreenbank.com ctgreenbank.com

CONNECTICUT GREEN BANK

NOTE: Starting April 17, 2015, my new email address will be isabelle.hazlewood@ctgreenbank.com.
All email will be forwarded to this new address, but please update your address book with my new information.

TEAM MEMBER

MEMORANDUM OF UNDERSTANDING

FOR

SUNSHOT PRIZE RACE TO 7 DAY SOLAR COMPETITION

This Memorandum of Understanding (MOU), effective as of September 22, 2015 is made and entered between project team members listed below of the Connecticut Permit to Plug-in Team.

RECITALS

WHEREAS, U.S. Department of Energy established the SunShot Prize Race to 7 Day Solar Competition ("Competition") challenging communities and businesses across the nation to accelerate solar deployment by achieving 75% reductions in permit to plug-in times for solar PV;

WHEREAS, the Connecticut Green Bank ("Green Bank"), along with:

(i) Connecticut Light and Power Company and Yankee Gas Services Company, both doing business as Eversource Energy (collectively "Eversource") and The United Illuminating Company, on its behalf and on behalf of its affiliates, The Southern Connecticut Gas Company and Connecticut Natural Gas Corporation, each a specially chartered Connecticut corporation and subsidiary of UIL Holdings Corporation (collectively, "UI") (Eversource and UI, collectively referred to as the Utilities"), and

(ii) the Cities of Middletown, Waterbury, Bolton, Coventry, Cromwell, Fairfield, Manchester, Montville, North Haven, Southington, and Westport (collectively referred to as the "Municipalities"), and

(iii) Solar City, Inc., Sunlight Solar Energy, Inc., Ross Solar Group LLC, Astrum Solar, Inc. d/b/a Direct Energy Solar, JD Solar Solutions LLC, Trinity Solar, and PosiGen Solar Solutions (collectively referred to as the "Contractors"),

collectively referred to as Connecticut Permit to Plug-in Team Members ("Team Members" or "Team"), seek similar objectives of eliminating barriers to rapid solar deployment and developing streamlined solar installation procedures;

WHEREAS, the Team Members desire to memorialize the duration of the agreement, their respective relationship amongst Team Members, their roles and responsibilities, the allocation of prize award amounts if selected as recipients, dispute and conflict resolution details, and confidentiality or non-disclosure of proprietary information.

THEREFORE, the Team Members mutually agree as follows:

OBJECTIVE

1. Team Members are entering into this MOU with the commitment to working together on a multi-pronged strategic approach throughout the course of the SunShot Prize Race to 7 Day Solar Competition.

2. The Roles and Responsibilities of Team Members are as follows:

    a. Green Bank will act as team lead (Team Lead) for the Competition, and will be responsible for coordinating Team Members, facilitating collaboration between project partners and reporting project progress to the Department of Energy.

    b. Utilities, Municipalities, and Contractors will be responsible for working with the Green Bank to the best of its ability to identify, implement, and experiment with strategies to achieve the goals of the Competition.

3. Team Members will work together to communicate and promote the success of the Team.

TERMS

4. Team Members agree this MOU shall commence upon date of signing and shall terminate upon contest completion. In the event the Team Member's proposal is not accepted for the competition, the MOU will terminate upon date of rejection.

5. Team Members will use their best efforts to collaborate in identifying, creating, and implementing innovative practices with the aim of significantly accelerating solar installation times in Connecticut.

6. In the event of any dispute amongst Team Members, including disputes related to competition participation, Green Bank can, at its sole reasonable discretion, impose a probation, suspension or termination of Team Members eligibility to participate in the Competition.
    a. If a Team Member disagrees with a decision made by Green Bank staff, the Team Member may appeal the decision within thirty (30) days to the Green Bank Deployment Committee setting forth a written response to the allegations and findings of the Green Bank staff. The Team Member shall have the right to present their appeal at a regularly scheduled Green Bank Deployment Committee ("Deployment Committee") meeting. Following a decision from the Deployment Committee, a Team Member can additionally request a review from the Green Bank Board of Directors ("Board of Directors") regarding the decision made by Green Bank Staff.
    b. If the dispute cannot be resolved by the Deployment Committee or Board of Directors within ninety days from presentation to the Deployment Committee, any claim shall be resolved, only in Connecticut or the Federal Court otherwise having subject matter jurisdiction over the dispute and not elsewhere, subject only to the authority of the Court in question to order changes of venue. The validity, interpretation, and performance of this MOU shall be governed by the laws of the

State of Connecticut To this end, Team Member waives any rights it may have to insist that litigation related to this MOU to which Team Member is a party be had in any venue other than the above court, and covenants not to sue Green Bank in court other than the above courts with respect to any dispute related to this Agreement.

7. Green Bank as Team Lead reserves the right to exclude any Team Member from further participation in the competition, if it determines in its sole discretion, a Team Member is not complying with the terms of this MOU.

8. Team Members agree that municipalities not included in the Team upon the signing of this MOU may be added into the group of municipalities without becoming official Team Members, while still maintaining the ability to retain a portion of a potential prize award that is reserved for Municipalities.

9. In the event that Team Members are entitled to prize award money, Team Members agree to allocate the prize award money as follows:
    a. In the Event the Team wins the Grand Prize ($3,000,000)
        i. Eversource Energy shall receive $1,000,000.
        ii. United Illuminating shall receive $1,000,000.
        iii. Municipalities and Contractors shall receive an equally divided allocation of $540,000.
        iv. Performance-based awards of $10,000 will be given to the top 5 Municipalities and the top 5 Contractors that achieve the fastest average project completion times during the competition.
        v. Green Bank shall receive $300,000.
        vi. The municipalities added to the Team after the execution of this MOU shall receive an equally divided allocation of $60,000 but under no circumstances will such added municipality receive more than $10,000.
            1. If more than six municipalities are added to the Team after the execution of this MOU, the six municipalities with the greatest reductions in permitting completion times will only be awarded prize money.
            2. If the entire $60,000 is not allocated as described above, any remaining amount will be equally divided to the original Municipalities and Contractors.
    b. In the event the Team wins the Second Prize ($1,000,000)
        i. Eversource Energy shall receive $400,000.
        ii. United Illuminating shall receive $400,000.
        iii. Municipalities and Contractors shall evenly receive an equally divided allocation of $180,000.
        iv. Green Bank shall receive $20,000.

TERMS

10. This MOU does not, and shall not constitute, create, give effect to, or otherwise imply an employment relationship or formal business organization of any kind. Each Team Member shall act as an independent contractor and not as an agent of the other and no Team Member shall have the authority to bind the other without the written consent of the other Team Member. The scope of this MOU is limited solely to the discussion of the topics identified herein and does not give effect to legally enforceable obligations.

11. This MOU shall not be modified unless expressly agreed to in writing by Team Members.

12. Each Team Member shall bear its own costs associated with the performance of this MOU, including, but not limited to the costs relating to travel, lodging, retaining counsel, and any other cost which a Team Member incurs in conjunction with this MOU.

13. Upon prior written notice, as the Team Lead the Connecticut Green Bank reserves the right to withhold awards from team members who do not actively collaborate with the Team Lead and Team Members to reduce project completion times during the competition, or fail to comply with the project reporting or general requirements of the Competition.

14. This MOU constitutes the entire understanding between Team Members relating to the subject matter of this MOU, and supersedes any prior understanding whether oral or written and may be modified only by further written agreement between Team Members.

15. Except as required by law, Team Members will not, except with express permission, share information regarding respective Team Members, including but not limited to, information regarding operations, governance, funding, and programs, with any other individual, state agency, public, or private entity or organization.

APPROVALS

Name: Bryan T. Garcia
Connecticut Green Bank

Name:
Eversource Energy

Name:
The United Illuminating Company

TERMS

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APPROVALS

Name:
Connecticut Green Bank

Name: DAVID A. FERRANTE
Eversource Energy

Name:
The United Illuminating Company

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APPROVALS

Name:
Connecticut Green Bank

Name:
Eversource Energy

Name:
The United Illuminating Company
John J Reyes

Name: Michael Tetreau
Town of Fairfield

Name:
Town of Manchester

Name:
City of Middletown

Name: Joyce M. Stille
Town of Bolton

Name: Ronald McDaniel
Town of Montville

Name: John M. Elsesser
Town of Coventry

Name: Edward J. Swinkoski
Town of North Haven

Name: Carry Brumback
Town of Southington

Name:
Town of Cromwell 10/14/15

Name: James S. Marpe, First Selectman
Town of Westport

Name:
AllGreenit LLC

Name:
Skyview Ventures LLC

Name: Jodi B. Dean
JD Solar Solutions LLC

Name:
Sunlight Solar Energy, Inc.

Name:
PosiGen Solar Solutions

Name:
Trinity Solar

Name: Josh Ross
Ross Solar Group LLC

INSTALLER	KW	PROJECT ADDRESS	DATE RECEIVED PERMIT & ISSUED	PERMIT NUMBER	# OF PANELS	EST. COST	INSPECTION DATE UTILITY NOTIFICATION
SolarCity	4.165	18 Greendale Avenue	10/01/15	23667	17	$ 9,787.00	04/18/16
SolarCity	9.1	270 Main Street	10/20/15	23706	35	$ 21,385.00	03/31/16
Sunrun	11	13 Fairview Heights	10/22/15	23714	40	$ 22,990.00	02/26/16
Direct Energy Solar	10.865	64 Nooks Hill Road	10/27/15	23727	41	$ 43,460.00	12/14/15
Trinity Solar	5.46	3 Bucks Crossing	11/04/15	23752	21	$ 18,018.00	02/25/16
SolarCity	8.16	62 Field Road	11/02/15	23734	32	$ 19,176.00	01/19/16
SolarCity	11.985	88 Shunpike Road	11/04/15	23763	47	$ 28,165.00	02/16/16
NRG Home	8.25	131 Field Road	11/17/15	23779	30	$ 24,406.00	03/18/16
C-Tec	4.3	3 Horse Run Hill	12/08/15	23809	20	$ 20,063.00	01/07/16
SolarCity	6	64 Field Road	12/22/15	23831	24	$ 14,100.00	04/13/16
Skyline Solar	12	5 Butternut Drive	01/11/16	23851	48	$ 10,000.00	
SunRoom Solar	13.2	4 Washington Road	01/07/16	23853	48	$ 27,588.00	03/22/16
SolarCity	5.5	157 Shunpike Road	01/12/16	23854	22	$ 12,925.00	04/25/16
SolarCity	13.25	6 Cedar Drive	01/15/16	23862	53	$ 31,137.00	09/26/16
C-Tec	9	8 Winchester Way	01/26/16	23880	30	$ 32,580.00	03/14/16
SolarCity	10	520 R Main Street	03/29/16	23946	40	$ 23,500.00	09/22/16
Trinity	15.34	8 Sequoia Drive	03/09/16	23923	59	$ 56,758.00	07/11/16
Posigen	7	19 Fawn Run	04/04/16	23959	24	$ 21,000.00	07/14/16
Trinity Solar	12.76	51 North Road	04/07/16	23961	44	$ 44,660.00	08/02/16
Trinity Solar	7.02	8 Ridge Road	04/14/16	23972	27	$ 23,868.00	07/13/16
Trinity	8.58	16 Bellaire Manor	04/14/16	23973	33	$ 29,172.00	08/02/16
Trinity Solar	9.57	132 Coles Road	04/19/16	23984	33	$ 33,495.00	11/08/16
SolarCity	15.55	551 Main Street	04/20/16	23987	61	$ 78,501.00	09/19/16

INSTALLER	KW	PROJECT ADDRESS	DATE RECEIVED PERMIT & ISSUED	PERMIT NUMBER	# OF PANELS	EST. COST	INSPECTION DATE UTILITY NOTIFICATION
Trinity	3.77	157 Evergreen Road	05/03/16	24013	13	$ 13,195.00	10/14/16
EarthLight	9.3	4 Meadow Road	05/05/16	24019	31	$ 29,000.00	06/14/16
Trinity	11.31	43 North Road	05/17/16	24036	39	$ 39,585.00	11/28/16
Trinity	10.15	78 North Road	05/17/16	24037	35	$ 37,555.00	07/11/16
Trinity	8.41	53 Geer Street	05/31/16	24059	29	$ 29,435.00	10/26/16
SunRun	4.5	100 Shadow Lane	06/14/16	24105	17	$ 9,415.45	07/21/16
SolarCity	14.025	2A Cedar Drive	06/21/16	24125	55	$ 32,959.00	08/26/16
R. Pelton Bldrs	3.25	11 Arrowood Drive	07/18/16	24174	13	$ 13,000.00	07/21/16
SolarCity	3.64	30 West Street	07/19/16	24193	14	$ 8,554.00	11/09/16
SolarCity	8.32	2 Capt. James E Mann	07/21/16	24196	32	$ 19,552.00	11/09/16
Trinity	5.72	10 Ridge Road	08/01/16	24207	22	$ 20,775.00	
UniRac	3.66	6 Leghorn Lane	10/31/16	24413	12	$ 15,000.00	
Skyline	5.232	274 Main Street	11/10/16	24440	16	$ 19,000.00	
SolarCity	16.9	80 Court Street	11/14/16	24446	65	$ 39,715.00	
Skyline	15.745	45 North Road	11/15/16	24451	47	$ 56,000.00	

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

2800 BERLIN TURNPIKE, P.O. BOX 317546
NEWINGTON, CONNECTICUT 06131-7546
Phone:

(860) 594-3189

October 26, 2016

Mr. Anthony J. Salvatore
Town Manager
Town of Cromwell
Town Hall, 1st Floor
41 West Street
Cromwell, Connecticut 06416

Dear Mr. Salvatore:

Subject: Local Transportation Capital Improvement Program (LOTCIP)
Commitment to Fund
Roadway Reconstruction
Project No. L033-0001
Coles Road
Town of Cromwell

The Department of Transportation (Department) has received the revised LOTCIP application prepared by the Town of Cromwell (Municipality) and submitted through the Lower Connecticut River Valley Council of Governments (COG) relative to the subject project. The Department has reviewed the application materials along with the revised cost estimate provided by the Municipality and subsequently endorsed by the COG.

The LOTCIP application for this project has been approved. The Department hereby commits to fund eligible project costs as follows:

Contract items:	$	1,724,896.14
Contingencies:	$	172,489.61
Incidentals to Construction:	$	172,489.61
Total Funding Commitment:	$	2,069,875.36

This Commitment to Fund is subject to general conditions including, but not limited to the following:

1. The project is to be administered by the Municipality in accordance with the *Local Transportation Capital Improvement Program Guidelines* dated March 2016, as may be revised. The guidelines are available on the Department's LOTCIP web page at www.ct.gov/dot/lotcip.

2. The project costs identified in this Commitment to Fund are based on estimates provided by the Municipality and are endorsed by the COG. These costs are to be considered capped until adjustment based on low bid or otherwise revised, in accordance with the LOTCIP guidelines.

3. Any scope revisions and/or twenty percent (20%) changes in cost identified during the design phase must be approved by the COG and the Department, as specified in the LOTCIP guidelines.

4. Upon completion of project design activities, the Municipality must forward to the Department, through the COG, a Final Design Submission along with supporting documentation and certifications, as defined in the LOTCIP guidelines.

5. The Municipality must execute and deliver a Project Authorization Letter (PAL) issued pursuant to the Master Municipal Agreement for Construction Projects and comply with its terms. The PAL will be forwarded to the Municipality for execution subsequent to the receipt of the Final Design Submission package by the Department.

This commitment is further subject to the following project-specific conditions:

1. This project may require environmental permits. In accordance with the LOTCIP guidelines, the Municipality is responsible for the acquisition of all environmental permits that may be required for this project.

2. This project may to require utility relocations. Coordination with utility companies who have facilities in the project area, as well as with any utilities that currently do not have facilities present but may have plans to expand service to the area, should begin early in the design process.

3. This project will require that work be performed within State-owned right of way in the vicinity of Shunpike Road (Route 3). As such, an encroachment permit will be required. It is imperative that the design of the improvements proposed under this project be coordinated with the Department <u>during the design phase</u> to ensure conformance with applicable requirements relative to proposed work within State-owned right of way or otherwise affecting State-owned facilities. All matters relative to the encroachment permit process for this project are to be coordinated through the following Department contact:

   Mr. John S. DeCastro
   Transportation Maintenance Manager
   (860) 594-2614
   John.Decastro@ct.gov

Please be informed that in accordance with the LOTCIP guidelines, the Department will initiate an Environmental Screening Review for this project to assist the Municipality in identifying items relative to natural resources, historic/archaeological resources, etc. that may need to be investigated or addressed during the design phase. The Environmental Screening Review is expected to be completed within approximately thirty (30) days. The results will be forwarded to the Municipality and the COG when received.

If the Municipality accepts this Commitment to Fund, please sign below and return a copy of this letter to this office within thirty (30) days. Transmission via e-mail is acceptable.

Should you have any questions, please contact Mr. William Grant at (860) 594-3229 or by e-mail at William.E.Grant@ct.gov .

Very truly yours,

Gregory M. Dorosh, PE
Manager of Highway Design
Bureau of Engineering and Construction

cc: Mr. Jon Harriman, P.E., Town Engineer, Town of Cromwell
Mr. Samuel Gold, Executive Director, Lower Connecticut River Valley Council of Governments

Accepted by: _____ Date: 11/4/16
Mr. Anthony J. Salvatore
Town Manager

TOWN COUNCIL AGENDA ITEM
(December 14, 2016)

Item __ (Coles Road Reconstruction Project): To consider and act upon a resolution recommending an appropriation, to be funded from borrowings to the extent not defrayed from grant receipts, for costs related to the reconstruction of Coles Road approximately from its intersection with Shunpike Road to its intersection with Nursery Lane and related work, and, if approved, referring such recommendation to the Board of Finance for its consideration; calling a Special Town Meeting to consider and act upon a resolution with respect to the appropriation and borrowing authorization for the project if approved by the Board of Finance; and making various determinations and taking various actions in connection therewith.

****

RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF CROMWELL
(2017 Coles Road Reconstruction Project)
(December 14, 2016)

RESOLVED,

(a) That the Town Council recommends, and refers such recommendation to the Board of Finance for its consideration, that the Town of Cromwell appropriate $2,294,876, to be funded by up to $2,069,876 in grants from the State of Connecticut Department of Transportation under the Local Transportation Capital Improvement Program (LOTCIP) and the $225,000 balance from the issue of bonds or notes and temporary notes of the Town, for costs related to the reconstruction of Coles Road approximately from its intersection with Shunpike Road to its intersection with Nursery Lane, contemplated to include full depth reconstruction, widening and realignment to create a 30-foot pavement width with 11-foot vehicle lanes and a 4-foot paved shoulder, in addition to some milling and paving; installation of a 4-foot pedestrian sidewalk on the south side of the roadway; drainage improvements including a roadway underdrain where the roadway bisects the hillside and nine new catch basins and 381 linear feet of new drain pipe to mitigate existing surface drainage issues; and related improvements and appurtenances. The Director of Public Works and the Town Engineer jointly shall be authorized to determine from time-to-time the scope and particulars of the project, and to reduce or modify the scope of the project; and the entire appropriation may be spent on the project as so reduced or modified. The appropriation may be spent for design, construction, acquisition and installation costs, equipment, materials, site improvements, land and easement acquisition, consultants, engineering fees, legal fees, net interest on borrowings and other financing costs, and other expenses related to the project.

(b) That the Town hereby declares its official intent under Federal Income Tax Regulation Section 1.150-2 that costs for the project may be paid from temporary advances of available funds and that the Town reasonably expects to reimburse any such advances from the proceeds of borrowings in an aggregate principal amount not in excess of the amount of borrowing authorized above for the project. The Town Manager and the Director of Finance/Treasurer are authorized to amend such declaration of official intent as they deem necessary or advisable and to bind the Town pursuant to such representations and covenants as they deem necessary or advisable in order to maintain the continued exemption from federal income taxation of interest on the bonds, notes or temporary notes authorized by this resolution, if issued on a tax-exempt basis, including covenants to pay rebates of investment earnings to the United States in future years.

(c) That the Town Manager and the Director of Finance/Treasurer are authorized to make representations and enter into written agreements for the benefit of holders of the aforesaid bonds, notes or temporary notes if authorized by the Board of Finance to provide secondary market disclosure information, which agreements may include such terms as they deem advisable or appropriate in order to comply with applicable laws or rules pertaining to the sale or purchase of such bonds, notes or temporary notes.

(d) That the Town Manager, on behalf of the Town, is authorized to apply for and accept grants to finance the appropriation for the project, and to enter into any grant agreement prescribed by the State of Connecticut or any other grantor, and the Town Manager, the Director of Finance/Treasurer, and other proper officers and officials of the Town are authorized to take any other actions necessary to obtain such grants, including without limitation grants pursuant to the State of Connecticut Local Transportation Capital Improvement Program (LOTCIP), or to any other present or future legislation, and to implement such grant agreements. Any grant proceeds may be used to pay project costs or principal and interest on bonds or notes issued to finance the project.

(e) That the Town Manager, the Director of Finance/Treasurer, the Director of Public Works, the Town Engineer, and other proper officers and officials of the Town are authorized to take all other action, including but not limited to applying for any other grants that may be available for the project, which is necessary or desirable to complete the project and to issue bonds, notes or temporary notes and obtain grants to finance the aforesaid appropriation.

FURTHER RESOLVED, That the Town Council hereby calls a Special Town Meeting to be held to consider and act upon a resolution with respect to the appropriation and borrowing authorization recommended by the Town Council above if approved by the Board of Finance; such Special Town Meeting to be held on _____day, January __, 2017, at _____, _____Street, in Cromwell, Connecticut; and that the Mayor is hereby authorized and directed to cause due and proper notice of such Special Town Meeting to be given.

PROVISION TO BE INCLUDED IF NO PRIOR REFERRAL TO CROMWELL TPZ:

FURTHER RESOLVED, That the Town Council hereby refers the project recommended above to the Cromwell Planning and Zoning Commission for a report pursuant Section 8-24 of the Connecticut General Statutes.

****

To: Town Council
From: Stuart B. Popper Director of Planning and Development
Date: December 7, 2016
Re: Economic Development Coordinator Report for December

1. New Zoning Regulations

I researched, prepared and submitted to the Planning and Zoning Commission new zoning regulation amendments. The amendments would allow: 1) as a Special Permit the manufacture, sale and consumption of alcoholic beverages in the Industrial Zone District; 2) as a Special Permit retail sales and small engine repair in the Industrial Zone District.

2. Business Visitations

We had a great business visitation at 9:00 am on Wednesday November 16, 2016 to the MARC facility at 421 Main Street. Our next business visitations are scheduled for Wednesday December 14, 2016 at 9:00 am.

3. Connecticut DOT District 1 Encroachment Permits Applications

I prepared and submitted two encroachment permit applications to the CT DOT District 1 office on Wednesday November 30, 2016 for the installation of two new Historic Cromwell directional Signs. The signs will be installed on Berlin Road and West Street.

4. State of Connecticut Bicycle and Pedestrian Plan and Map Update Meeting

I attended the State of Connecticut Bicycle and Pedestrian Plan and Map Update Public Meeting at 5:30 pm Tuesday November 29, 2016 at Eastern Connecticut State University.

5. State of Connecticut Office of Tourism Meeting

I attended the State of Connecticut Office of Tourism Listening Tour meeting at 9:00 am on Wednesday November 30, 2016 at Powder Ridge's Fire at the Ridge Tavern, Middlefield.

6. Planning and Zoning Commission

At its regular meetings on November 15, and December 6, 2016 the Town of Cromwell Planning and Zoning Commission met and took the following actions:

- Approved Application #05-95: Request for a Release of the $19,848.62 Bond for the Site Work at 80 Shunpike Road. Quantum Office of Cromwell LLC is the Applicant and the Owner.
- Approved Application #16-42: Request for a Special Permit to install LED Price Signage at 140 Berlin Road. Bishops Automotive Inc. is the Applicant and RSWD Group LLC is the Owner.
- Approved Application #16-44: Request for a Special Permit to permit the construction of up to 1,600 square feet of garage and shed space at 588 Main Street. Tressan R. Gengler is the Applicant and the Owner.
- Issued a positive report on the Section 8-24 Mandatory Referral for the Coles Road Improvements.

MEMO

TO: Town Council
Marianne Sylvester, Finance Director
Lou Spina, Public Works Director

FROM: Richard Peck, Sewer Administrator R Peck
CWPCA

DATE: November 29, 2016

RE: Request to waive the Bidding requirement for the continuation of Cardinal Engineering Associate Inc engineering services for the Phase IV Sewer Rehabilitation.

The Town of Cromwell Water Pollution Control Authority (CWPCA) engaged the engineering services of Cardinal Engineering Associates, Inc. (CEA) in 2012 to update the 1998 Pipe Infiltration & Inflow (I&I) Study prepared for the Town by Fuss & O'Neill, Inc. That updated Final I&I Study Update Report was completed by CEA on June 30, 2015 and approved by the CWPCA on July 13, 2015. In September of 2016, CEA prepared a Priority List which established priorities and provided estimated costs for the sanitary sewer rehabilitation recommendation included in the Report.

During the data collection and report preparation, the evaluation work performed in the Report consisted of closed circuit televising (CCTV) of pipes, compilation and analysis of the CCTV video disks, data collection and field inspection of manholes, flow isolation and measurement of known high flow areas, continuous flow metering of sewer basins including groundwater monitoring, the preparation of a cost-effective analysis of all data, and the preparation of the Final I&I Study Report.

The evaluation, services and data collection was performed over several years due to varying seasonal and groundwater conditions. The end results clearly show that the Town of Cromwell is experiencing a Town-wide infiltration and inflow problem. Depending on weathers conditions, it is estimated that seasonal contribution from infiltration and inflow doubles or triples the average daily flows.

The Report by CEA shows that many pipe sections contribute excessive infiltration and could be cost-effectively rehabilitated using either cast-in-place pipe lining, grouting or open-cut pipe replacement. The Report contains estimated construction costs, engineering design and construction administration costs for the rehabilitation work.

CEA recently assisted the Town in seeking approval from the CT Department of Energy and Environmental Protection (CT DEEP) under the Clean Water Fund Program for a 20 % grant of the projects assumed cost effective removal of I&I construction costs.

Unfortunately, the grant monies originally offered for such projects are no longer available.

CEA's Report along with recent additional CCTV videos and reports was used for the Priority List for Recommended Rehabilitation. The List contains high, moderate and low priority rehabilitation recommendations. With the compiled List reviewed by the CWPCA, the Public Works Director and I, we are ready to move forward into the Phase IV Pipeline Rehabilitation.

The CWPCA approved expenditures in the amount of $1,445,000 to design and construct everything in the List provided with the exception of the last two items within the low priority.

If the rehabilitation project is required to go out to the bidding requirements, we will have to go through the process of providing each prospective bidder with the Final I&I Study Update Report findings and recommendations, with probable costs to include weeks of additional reviewing video pipe recordings and reports etc. There may be differences with other consultant's recommendations, cost estimates and additional time will be needed to make their own analysis and proposal, which will increase the project time frame and costs. CEA is very familiar with the condition of the sanitary sewer system and the work that is required and has completed most of the legwork within the Report and therefore is recommended to be the consultant to facilitate in the rehabilitation. CEA's project manager who will oversee the work has vast experience in sewer construction, lives locally and has a vested interest in the Town.

Public Works Director, Lou Spina and Finance Director, Marianne Sylvester concur with the proposal to move forward to the Town Council for approval to waive the Bidding requirement for the continuation of Cardinal Engineering Associates Inc engineering services for the Phase IV Sewer Rehabilitation.

CARDINAL ENGINEERING ASSOCIATES, INC.
ADVANTAGES FOR DESIGN OF SANITARY SEWER REHABILITAION
CROMWELL, CT

Cardinal Engineering Associates, Inc. (Cardinal) has been working in Cromwell on its sanitary sewer systems for over thirty (30) years. Cardinal is very familiar with Cromwell and its Vice President, Mr. Joseph Cermola, has been a Cromwell resident for 30 years.

CEA has most recently been working closely with Mr. Rich Peck, Sewer Administrator for the Water Pollution Control Authority, on an update to its 1998 Town Wide Inflow and Infiltration Study. The updated I/I Study Report was prepared by CEA on June 30, 2015. In September of 2016, CEA prepared a Priority List which established priorities and provided estimated construction costs for the sanitary sewer rehabilitation recommendations included in that Report.

The next phase of engineering work for the construction of the selected rehabilitation will involve some field survey, possible wetlands delineation and environmental permitting, preparation of base sheets for design and construction, rehabilitation design, preparation of technical specifications and bid documents, assistance to the Town in bidding and contract award and construction contract administration and inspection during construction. All of these services, except for wetlands delineation, will be performed by Cardinal's in-house staff. Cardinal has provided these services for over 100 sanitary sewer projects over the past 50 years.

Cardinal is well suited to provide the necessary engineering services to the Town for the next phase of engineering work and has the following advantages over other engineering firms:

- Cardinal has been working in Cromwell for over 30 years and much of that time has involved the sanitary sewer system. Cardinal has designed and provided construction engineering services for approximately 10 miles of sanitary sewer extensions in Cromwell.
- Cardinal has a good working relationship with Mr. Rich Peck and the CWPCA.
- Cardinal has a Senior Management person living in Cromwell who has a vested interest in the success of the project.
- All work except for wetland delineation will be performed by our in-house staff.
- Cardinal's Office in Meriden is very close to Cromwell and Warren Baethge, the Project Engineer for this project lives in Berlin, 10 minutes from Cromwell Town Hall. This will allow us to provide prompt service and to meet frequently with the Town and to provide our services with no travel expenses.
- Cardinal is very familiar with the condition of the sanitary sewer system and the rehabilitation work that is required. CEA prepared the 2015 I/I study report update and has invested considerable time reviewing all of the video tapes of the sanitary sewer from 2004 to 2016 and will use that knowledge to assist in the design. Our familiarity with the project will greatly reduce the cost of completing the design of the rehabilitation work. Another engineering firm would need to spend a considerable amount of time to understand the system before proceeding with design.

- We have developed standard specifications and details for other projects which can be utilized for Cromwell's sewer rehabilitation work, thus providing additional cost savings.
- Since Mr. Cermola lives in Cromwell, he will be able to monitor construction activities and oversee inspection staff at no cost to the Town.
- Previous Sewer Rehabilitation Experience: Cardinal has a good understanding of what is required for design of sewer rehabilitation projects and has experience in a variety of rehabilitation methods. We have provided design and construction engineering services for several sewer rehabilitation projects in Middletown which included CIPP lining of over a mile of sewers and recently completed the CIPP lining of the Berlin Interceptor, a 1.2 mile long 42" interceptor sewer. We currently have additional sewer rehabilitation projects under way in Middletown and Berlin. Cardinal prepared an I/I and SSES study of 40 miles of sewers in Torrington which included recommendations for the rehabilitation of 10 miles of sewers and 400 manholes.
- Other Relevant Experience: Cardinal has provided engineering services related to the City of New Haven and The City of Middletown's sanitary sewer systems for 45 years and 35 years respectively and have completed some very complex projects in both Cities.

  We recently designed and provided construction engineering services for 5 major sewer extension projects consisting of 9 miles of new sewers and 4 pumping stations in Cromwell, Stamford, Deep River and Suffield.
- Cardinal is committed to working with the CWPCA to keep the engineering costs for this project reasonable.
- We have a good track record of completing construction projects under budget.

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 the Cromwell Town Council at its duly called and held meeting on December 14, 2016, 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 Cromwell Town Council 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 Council 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 15th day of December 2016.

Re Matus,
Secretary
Cromwell Town Council

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

FFY 2016 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: Screen Fillable	
Person Completing Document:	Re Matus
Municipality Name:	TOWN OF CROMWELL
Town CEO Name:	Anthony J. Salvatore
Town CEO Title (ie. Mayor):	Town Manager

***Muncipality 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: Screen Fillable	
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 2016 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: Re Matus

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 2016 Homeland Security Grant Program. No other 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 2016 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 2016 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

DUE DATE: January 11, 2017

MEMORANDUM OF AGREEMENT

REGARDING USE OF
FEDERAL FISCAL YEAR 2016 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 2016 State Homeland Security Grant Program (SHSGP), Award No. EMW-2016-SS-00091. 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 2016 SHSGP in the total amount of $1,668,969 on behalf of local units of government, for the following seven 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. NIMS/ICS Training and Exercise;
   e. Metropolitan Medical Response System;
   f. Citizen Corps. Program; and
   g. 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 2016 SHSGP regional allocations made through the Region 3 REPT and not included in the set-aside projects, in the amount of $317,698 (and an additonal $45,000 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 2016 SHSGP for the seven 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 $1,668,969 in furtherance of the seven regional set-aside projects listed above.

TOWN OF CROMWELL agrees to allow the SAA to provide financial and programmatic oversight of the $1,668,969 for the purpose of supporting the allocations and uses of funds under the

2016 SHSGP consistent with the 2016 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 seven 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 2016 regional allocation not included in the seven regional set-aside projects in the amount of $317,698 (an additional $45,000 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 2016 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 2016.

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 2016 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 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 P. Shea	
Address: 25 Sigourney Street, 6th Floor, Hartford, CT 06106	
Emails: William.shea@ct.gov and Rita.Stewart@ct.gov	**Phone:** 860-256-0800 **Fax:** 860-256-0815
2. The Point of Contact for TOWN OF CROMWELL (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 _____

TOWN OF CROMWELL _____ 2016

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: _____ Date: _____

William P. Shea
Duly Authorized

NOV - 4 2016

Grievance Complaint Form

Name SWANSON, NEIL
(Last, First, Middle Initial)

Address 78 WASHINGTON RD, CROMWELL, CT, 06416
(Street, City, State, Zip Code)

Telephone No. (Home) 860-398-0195 (Work) SAME

Name and Address of Municipal Agency Where Employed TOWN OF CROMWELL, 41 WEST ST., CROMWELL, CT, 06416

Occupation HIGHWAY FOREMAN Grade or Title SAME

Grievance TO REPLACE BROKEN EYEGLASSES.

Violations (Contract Article(s), Rules or Regulations, Policy, Past Practice, Laws) SECTION 9 PAGE 20

Remedy Requested MAKE Grievant whole for any and all loses.

Signature of Employee — Date 11-4-16

Signature of Steward — Date 11-4-16

(over)

Informal Step Disposition: _____

_____ Appealed _____ Accepted _____ Management Signature _____ Date

First Step Disposition: Grievance was denied on November 9th; see memo attached.

_____ Appealed _____ Accepted denied LTR _____ Management Signature 11-22-16 Date

_____ Steward Signature 11-22-16 Date

Second Step Disposition: Denied

_____ Appealed _____ Accepted _____ Management Signature 12/1/16 Date

_____ Steward Signature 11-22-16 Date

Third Step Disposition:

RECEIVED DEC 2 2016

_____ Appealed _____ Accepted X _____ Management Signature _____ Date

_____ Steward Signature 12-2-16 Date

2nd step

Town of Cromwell
Office of the Town Manager

Nathaniel White Building
41 West St
Cromwell, CT 06416

Anthony J. Salvatore, Sr.
Town Manager

Phone: (860) 632-3412
Fax: (860) 632-3435

To: Neil Swanson, Highway Foreman and Grievant
From: Anthony J. Salvatore, Town Manager
Date: November 28, 2016
Cc: Paul Bironi, President, UE Local 222, CILU/CIPU, CILU #83
Louis J. Spina, Jr., Director of Public Works
Re: Step 2 Grievance Response - "Broken" Eyeglasses

In accordance with Article 7, Section 3 of the 2012-2016 Collective Bargaining Agreement ("Agreement") between the Town of Cromwell ("Town") and UE, Local 222, CILU/CIPU, CILU #83 ("Union"), this is the Town's Step 2 response to the grievance you filed alleging that you should be reimbursed "to replace broken eyeglasses". I met with the Union President on November 28, 2016 to discuss the grievance.

The grievance is denied because the allegation is completely false and does not fall within the contractual provision.

The grievance document that you signed alleges that you should have been reimbursed "to replace broken eyeglasses". However, you made it clear in a discussion with the Director of Public Works that you lost your eyeglasses when they fell out of your shirt pocket at a time you were not wearing them. You could not even say where you lost them. At the Step 2 grievance meeting your Union President surprisingly had better recollection than you when he claimed they dropped out of your shirt pocket into a hopper. I find it hard to believe that your Union President's recollection would be better than yours. Regardless, both of you have made it clear that you lost your eyeglasses and did not break them as you allege falsely in the grievance.

Article 10, Section 10, the provision you claim the Town violated provides "Clothing or prescription eyeglasses that are damaged under unusual circumstances while the employee is in the course of performing his/her responsibilities shall be replaced or

repaired by the Town to the extent that such damage is due in no part to employee negligence and provided the damage occurs in the ordinary performance of the employee's job...". Even if were to accept that losing your eyeglasses is the same as breaking them, as stated correctly by the Director of Public Works, your eyeglasses dropping out of your shirt pocket is due in some part to your own negligence, which renders this provision not applicable.

It is disturbing to me that you and the Union would continue to pursue a grievance that is clearly based on false allegations. For all of the reasons described above, the grievance is denied.

Town of Cromwell

NATHANIEL WHITE BUILDING
41 WEST STREET
CROMWELL, CONNECTICUT 06416

November 9, 2016

Mr. Neil Swanson
Highway Foreman
Cromwell, CT.

Mr.Swanson,

I'm in receipt of your grievance dated 11-4-16, in which you allege a violation of article 10, section 10 (page19). This section discusses the circumstances that apply when an employee damages eyeglasses in the course of performing his/her duties, and the potential reimbursement for such damage.

At this time, the Town of Cromwell has decided to deny your grievance. The reasons for this denial are that this language deals with damaged glasses, and you allege to have lost them. Secondly, it also states that glasses "shall be replaced or repaired by the Town to the extent that such damage is due in no part to employee negligence". You stated that your prescription eyeglasses were in a front pocket of your tee shirt and not being worn. This action constitutes contributory negligence on your part.

Please feel free to contact me with any concerns.

Sincerely,

Louis J. Spina, Jr.
Director of Public Works

Cc: Anthony J. Salvatore, Town Manager
Paul Bironi, Union President

Vision Center

Brought to you by Walmart

Vision Center
Vision Center Inside Walmart
161 Berlin Rd
Suite 700
Cromwell, CT 06416
860 635-6221

Patient Copy

Store: 2299 Associate: THERESA
Receipt #: 31910

Order Date: 11/1/2016 6:39:56 PM
Order #: 45903

Customer Ref. #: 68387
Customer: Swanson, Neil
78 WASHINGTON RD
Cromwell, CT 06416

Right Lens:	
DIGIVUE ELITE POLY TRANSITIONS X	174.50
Premium Anti Reflection Coating	30.00
NO TINT	0.00
Left Lens:	
DIGIVUE ELITE POLY TRANSITIONS X	174.50
Premium Anti Reflection Coating	30.00
NO TINT	0.00
Frame:	
OUTPOST FLEX E	69.00
8888140043	
Subtotal $	478.00
- Ins. Plan Discount $	-71.70
Price Charged $	406.30

Order Date: 11/1/2016 7:01:32 PM
Order #: 45904 Related Order #: 45903

Customer Ref. #: 68387
Customer: Swanson, Neil
78 WASHINGTON RD
Cromwell, CT 06416

OTC:	
1 YR PRODUCT PROTECTION PLAN	20.00
Subtotal $	20.00
Grand Total $	498.00
- Ins. Plan Discount $	-71.70
Total Price Charged $	426.30
Payment ATM/Debit Card $	426.30
Amount Due At Dispense $	0.00

CONTACT LENSES AND ITEMS COVERED BY MANAGED CARE, PRIVATE INSURANCE, MEDICARE/MEDICAID OR OTHER PARTY PAYOR ARE SOLD BY NVI.

ALL OTHER VISION CENTER SALES ARE BY WALMART. THANK YOU FOR SHOPPING AT THE VISION CENTER. CUSTOMER SERVICE: 800-637-3597

BY SIGNING THIS INVOICE, I ACKNOWLEDGE THAT I AM RESPONSIBLE FOR PAYMENT, FOR MONIES NOT PAID BY PRIVATE INSURANCE, MEDICARE/MEDICAID, THIRD PARTY PAYOR TO NATIONAL VISION.

Signature:_____

Nov. 10

Merchandise can be returned to NVI or Walmart, as appropriate, within 30 days accompanied by a receipt. Cash orders more than $35.00, purchases paid with Personal Check, Traveler's Check or Money Order are refunded by mail. Insurance questions? Call 1-888-822-6901.

Swanson, Neil

From: Muller, Sharon
Sent: Friday, September 30, 2016 3:00 PM
To: Swanson, Neil
Subject: Glasses

Per Town Manager, the does replace lost glasses.

Sharon Muller
Administrative Secretary II
Department of Public Works
Town of Cromwell
41 West Street
Cromwell, CT 06416
Tel.# 860-632-3420 Fax# 860-632-3477
E-mail: smuller@cromwellct.com

Swanson, Neil

From: Muller, Sharon
Sent: Friday, September 30, 2016 3:00 PM
To: Swanson, Neil
Subject: Glasses

Per Town Manager, the does replace lost glasses.

Sharon Muller
Administrative Secretary II
Department of Public Works
Town of Cromwell
41 West Street
Cromwell, CT 06416
Tel.# 860-632-3420 Fax# 860-632-3477
E-mail: smuller@cromwellct.com

Denied
Anthony Jackson
11/4/16

11/4/2016

Town of Cromwell, CT
Friday, December 2, 2016

Chapter 40. Park and Recreation Commission

[HISTORY: Adopted by the Board of Selectmen of the Town of Cromwell 2-1-1977. Amendments noted where applicable.]

CHARTER REVISION
Effective with the general election held in November 2013, the Town changed to a Town Council/Town Manager form of government. According to Charter § 11.04, any references in Town ordinances to the "First Selectman" or to the "Board of Selectmen" shall now be deemed to refer to the "Town Manager" or the "Town Council," as appropriate.

GENERAL REFERENCES
Recreation and Youth Services Commission — See Charter §§ 4.10 and 4.17(a)1.
Animals — See Ch. **82**.
Littering — See Ch. **158**.
Loitering — See Ch. **160**.
Memorial greens — See Ch. **163**.

§ 40-1. Jurisdiction and control of Commission.

[Amended TC 6-16-2014]

A. The Recreation and Youth Services Commission (fka Park and Recreation Commission) of the Town of Cromwell, as established by Section C804 of the Charter of the Town of Cromwell,[1] shall have jurisdiction and control over the following parks and recreation areas in accordance with the provisions of this chapter:

(1) Grove Road Park, as described at Volume 71, Page 144, of the Cromwell Land Records.

(2) Evergreen Road Park, as described at Volume 80, Page 315, of the Cromwell Land Records.

(3) Community Field, as described at Volume 30, Page 325, of the Cromwell Land Records.

[1] ***Editor's Note: See now Charter § 4.17(a)1, which establishes the Recreation and Youth Services Commission.***

B. Additional park and recreation areas belonging to the Town of Cromwell may be subjected to the jurisdiction and control of the Recreation and Youth Services Commission by resolution of the Town Council.

§ 40-2. Promulgation of rules, regulations and policies.

A. The Recreation and Youth Services Commission shall have the responsibility for adopting and enforcing rules, regulations and recreational policies respecting the use of the park and recreation areas designated under § **40-1** hereof and the use of leased park and recreation areas. Said rules and regulations shall include but not be limited to the following areas:

[Amended TC 6-16-2014]

(1) Hours when park and recreational areas are open.

(2) Injury to buildings, improvements, shrubs or wildlife.

(3) Hunting and fishing.

(4) Use of alcoholic beverages.

(5) Dogs and other pets.

(6) Horseback riding, bicycle riding or use of any motorized vehicle.

(7) Notices and signs.

(8) Holding meetings.

(9) Commercial use of areas.

(10) Disposal of refuse and dumping and littering.

(11) Gambling.

(12) Disorderly conduct and security.

(13) Fires.

(14) Games.

(15) Traffic and parking.

(16) Usage of areas and scheduling.

(17) Maintenance.

(18) Planting and removal of grass, trees, flowers, shrubs and other plants.

(19) Duties and responsibilities of the Director of Recreation.

B. Rules, regulations and recreation policies adopted by the Recreation and Youth Services Commission shall provide for supervision and for appropriate penalties for violations thereof. [Amended TC 6-16-2014]

C. Rules, regulations and recreation policies for parks and recreation areas shall be adopted by the Park and Recreation Commission in accordance with § **40-3** of this chapter.

§ 40-3. Adoption procedure.

[Amended TC 6-16-2014]

A. The Recreation and Youth Services Commission shall give public notice prior to the adoption of any rules, regulations and recreational policies pertaining to parks and recreation areas. A notice of its intent to adopt rules, regulations and recreational policies shall be published in a newspaper having general circulation in the Town of Cromwell at least seven days prior to adoption of rules, regulations and recreational policies, and a similar notice shall be posted in the office of the Town Clerk. Copies of the proposed rules, regulations and recreational policies shall be available for inspection in the office of the Town Clerk at least seven days prior to the meeting of the Commission at which the proposed rules and regulations are to be acted upon.

B. After said public notice the Recreation and Youth Services Commission may adopt the proposed rules, regulations and recreational policies; provided, however, that they shall take into consideration any comments presented by the public with respect thereto.

C. Said rules, regulations and recreational policies, upon adoption by the Recreation and Youth Services Commission, shall then be referred to the Town Council for approval and confirmation and shall become effective only after such approval and confirmation have been granted.

D. Upon approval and confirmation by the Town Council, copies of the rules, regulations and recreational policies shall be distributed as follows:

(1) Posted in the Town Clerk's office with copies available for the public.

(2) Posted on bulletin boards at park and recreation areas.

(3) Forwarded to the principal of each school for dissemination to the students.

E. The Recreation and Youth Services Commission may adopt emergency rules and regulations by action at a regular or special meeting without compliance with the notice provisions of Subsection **A** hereof. In such event, the adopted rules and regulations shall become effective only after approval and confirmation by the Town Manager of the Town of Cromwell and shall be effective only for a period of 31 days, unless adopted in accordance with this section.

§ 40-4. Responsibilities of Director of Recreation.

[Amended TC 6-16-2014]

A. The rules, regulations and recreational policies adopted pursuant to this chapter shall be administered and implemented by the Director of Recreation, appointed pursuant to Section 4.10 of the Charter.

B. The Director of Recreation shall be responsible to the Town Manager for developing and administering the recreation program for the Town of Cromwell and shall submit proposed programs to the Recreation and Youth Services Commission for approval in accordance with the rules, regulations and recreational policies adopted under this chapter.

§ 40-5. Planning and acquisition of new parcels.

[Amended TC 6-16-2014]

A. The Recreation and Youth Services Commission shall have the responsibility for planning development of park and recreation areas subject to its control and jurisdiction; however, the submission of any application for funding or the entry into contracts shall be subject to the approval of the Town Council and/or Town Manager.

B. The Recreation and Youth Services Commission shall be charged with the responsibility for investigating new parcels of property to be acquired and/or leased by the Town of Cromwell for park and recreation areas. Recommendations for such acquisitions shall be made to the Town Council.

RECREATION PROGRAM
SPECIAL REVENUE FUND
FUND #163

The Town of Cromwell has established a special revenue fund for the purpose of providing recreation programs through the Town's Recreation Department. There shall be paid into such fund all fees, charges, donations and other receipts related to the operations of activities and programs by the ~~Parks and~~ Recreation Department. There shall also be paid into such fund any appropriations and transfers as the Town Council may, from time to time, authorize, plus any applicable interest earnings derived from the investment of fund balances. The unexpended balance of the Recreation Program Special Revenue Fund existing at the close of any fiscal period shall remain credited to such fund and shall not lapse to the General Fund.

~~The Recreation Commission, with~~ The Director of Recreation~~'s~~ ~~guidance~~, is responsible for recommending, ~~by majority vote,~~ fees, charges, and prices intended to generate income support for the Recreation Program Special Revenue Fund to the Town Manager. The Town Manager is authorized to approve the Recreation Department's recommendations for programs and fees, as deemed appropriate. Annually, the Town Manager and Director of ~~Recreation~~ Finance shall provide the Town Council with a status of this fund and the programs supported through it.

The Recreation Department shall be authorized to accept donations in support of recreation programs and activities. Any and all money received for the purpose of recreation programs and activities must be deposited with the Finance Department, in accordance with the Town's procedures for revenue collection. Interest will be credited to the Fund at June 30.

Expenditures from the Recreation Program Special Revenue Fund shall follow established provisions within the Town Charter and the Town's Purchasing Policy. All such expenditures shall be used for the support of recreation programs and activities, under the direction of the Town Manager and Director of Recreation~~, in consultation with the Recreation Commission~~. No expenditures from this fund shall be used for capital improvements or capital equipment without the recommendation of the Town Manager and the approval of the Town Council.

The Recreation Program Special Reserve Fund shall remain in effect until such time as the Town Council deems it appropriate to dissolve said Fund. Any funds remaining at the time will be credited to the General Fund fund balance.

N. **NEW BUSINESS**

1. Discussion and potential approval to include West St. Commons Development in the Solid Waste Reimbursement Program.

Public Works Director Spina presented the request.
Mr. Spina advised that other associations that had previous applied are receiving this reimbursement. West Street Commons Development would receive reimbursement of approximately $1,238 per year for 26 homes at .75 tons per home. Mr. Spina recommended that this request be approved.
Motion made by R. Newton seconded by F. Emanuele and *unanimously carried* to approve including West St. Commons Development in the Solid Waste Reimbursement Program.

2. Town Manager's goals and objectives for 2016.

E. Faienza -Keeping with last year's goals and incorporate the suggestions that the Councilors this evening.

R. Newton - Would like to see over the long run the budget presentation should be changed. Department Heads should put goals and objectives for the year in the budget process and they should be assessed at the end of the year to see if they have met their goals and objectives. Only then can we do some long range planning so that we can continue to be effective throughout the long process and not just year to year.

F. Emanuele -Share resources and equipment with other towns like we are doing with Portland right now. Work with the Mattabassett on the residents behalf; hold them accountable for smells.

A. Waters -Keep the mill rate below the minimum and have no tax increase this year.

T. Tokarz -Employee contracts are coming up this year, asked that the Council is kept informed and included in the progress of the negotiations.

E. Wenners - Cromwell is a beautiful town. He has noticed crooked speed signs, street signs and stop signs that are difficult to read. He would like to see a beautification program for all signs; have them straightened and install more of them throughout the town.

S. Slade - Keep in mind to continue bringing businesses into town; getting properties like the Sav Mor building redeveloped and be mindful of the economy of the town.

Town Manager Salvatore;

- He will continue to make improvements the Town road network.

- He will do his best to keep the 16/17 budget austere, keeping in mind that he only has the ability to work with the Town's budget. It will be up to the Board of Finance to control the other entity.
- He will work with the budget format and include the department's goals and objectives.
- He will work on incorporating long-range planning into all town processes.
- He will continue the Economic Development efforts for the entire town.
- He will continue to work on improving Human Resources; including H/R policies, job descriptions and reorganizing.
- He will encourage on the job training so if we have an opening we can promote from within.
- He will work on providing training for all town employees.

O. APPROVAL OF MINUTES

1. Special Meeting, November 23, 2015

Motion made by A. Waters seconded by F. Emanuele and *carried* to approve the November 23, 2015 Special Meeting Minutes as amended to include that Public Works Director Spina was invited into Executive Session items 1 & 2.
(As noted by Councilor Slade)
Aye: A. Waters, F. Emanuele, E. Faienza, R. Newton, E. Wenners, S. Slade
Abstained: T. Tokarz had left the meeting after Executive Session to attend to Mattabassett business and was not present for the Special Meeting.

P. RESIGNATIONS

None

Q. APPOINTMENTS

1. South Central CT Emergency Medical Services Council
   a. Charles Epstein, reappointment, term Expires 10/17

Motion made by A. Waters seconded by T. Tokarz and *unanimously carried* to approve Mr. Epstein's re-appointment to the South Central CT Emergency Medical Services Council.

2. Civil Preparedness
   a. Chief Denise LaMontagne, Director
   b. Captain Kevin VanderSloot, Deputy

Motion made by R. Newton seconded by E. Wenners and *unanimously carried* to approve Chief LaMontagne's appointment as Civil Preparedness Director and Captain VanderSloot's appointment as Civil Preparedness Deputy Director, as recommended by Town Manager Salvatore.

3. Cablevision, Comcast, Advisory Council
   a. Paul Duren, reappointment, term expires 12/17
   b. Marco Iacoveillo, reappointment, term expires 12/17
   c. Jay Polke, reappointment, term expires 12/17

11-14-16P03:45 RCVD

RECEIVED FOR FILING
11/14 2016 at 3:45 P.M.
TOWN CLERK'S OFFICE
CROMWELL, CONN.
Gloria Prendergast, Asst.
TOWN CLERK

TOWN OF CROMWELL
TOWN COUNCIL
SPECIAL MEETING
WEDNESDAY NOVEMBER 9, 2016
6:00 PM TOWN HALL ROOM 224/5

MINUTES

Present: Mayor Faienza, Deputy Mayor R. Newton, F. Emanuele, , T. Tokarz, S. Slade
(E. Wenners, A. Waters arrived at 6:14 p.m.)
Absent:
Also Present: Town Manager A. Salvatore, Director of Finance M. Sylvester, Director of Public Works L. Spina

A. CALL TO ORDER
Mayor Faienza called the Special Meeting to order at 6:06 p.m.

B. EXECUTIVE SESSION
Motion made by T. Tokarz seconded by F. Emanuele and *unanimously carried* to adjourn to Executive Session at 6:07 p.m.
Town Manager Salvatore, Finance Director Sylvester and Public Works Director Spina were invited into Executive Session for item #1 Strategy-Union Matters.
Town Manager Salvatore, Finance Director Sylvester and Director of Planning and Development/EDC S. Popper were invited into Executive Session for item #2 Discuss the lease, sale or purchase r acquisition of real estate by the Town of Cromwell.

1. Strategy -Union Matters
   a. UE Local 222, CILU #83, Public Works Union
   b. NIPSEU, Police Union
2. Discuss the lease, sale or purchase, or acquisition of real estate by the Town of Cromwell.
3. Action on Executive Session items if necessary.

Motion made by R. Newton seconded by F. Emanuele and *unanimously carried* to come out of Executive Session at 7:13 p.m.

1a. UE Local 222, CILU #83, Public Works Union
Motion made by R. Newton seconded by F. Emanuele and *unanimously carried to* approve Public Works Union Contract UE Local 222, CILU#83 and authorize Town Manager to sign the contract.
1b. NIPSEU, Police Union
No Action taken

2. Discuss the lease, sale or purchase, or acquisition of real estate by the Town of Cromwell.

Motion made by R. Newton seconded by E. Wenners and *unanimously carried to* grant first right of option for 60-61 River Road to Joseph Vallone Architects until June 30th 2017.

C. ADJOURN

Motion made by R. Newton seconded by F. Emanuele and *unanimously carried* to adjourn the Special Meeting at 7:15 p.m.

Respectfully submitted,

Re Matus

Re Matus
Secretary

11-16-16A09:02 RCVD

RECEIVED FOR FILING
11/16 2016 at 9:02AM.
TOWN CLERK'S OFFICE
CROMWELL, CONN.
Gloria Prendergast, Asst
TOWN CLERK

TOWN OF CROMWELL
TOWN COUNCIL
REGULAR MEETING
WEDNESDAY NOVEMBER 9, 2016
7:00 PM TOWN HALL ROOM 224/5

MINUTES

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

Absent:

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

A. CALL TO ORDER

Mayor Faienza called the meeting to order at 7:16 p.m.

B. PLEDGE OF ALLEGIANCE

S. Slade led the Pledge of Allegiance.

C. APPROVAL OF AGENDA

Motion made by T. Tokarz seconded by F. Emanuele and *unanimously carried* to approve the agenda.

Kelly Drew presented $206.00 that she made selling lemonade to the Town Council. Ms. Drew raised these funds to benefit the Human Services Department for the food bank.

D. COMMISSION CHAIRMAN REPORTS/LIASON REPORT

None

E. CITIZEN COMMENTS

1. J. Monarca, Timber Hill Road -Spoke about the Community Garden and felt that some of the soil was removed when the garden was tilled.
2. A. Halibozek, Christian Hill Road -Inquired regarding the COA lease and the cost per year that the COA would be paying. (Mayor Faienza replied that the annual cost would be $3,000.)

F. MAYOR'S REPORT

Mayor Faienza reported:

- Business visitations continue. S. Popper is working on firming up the next round of visitations. The Councilors will be notified of the date and businesses that will be visited.
- The Town Manager's goals and objectives will be discussed at the December Meeting. The Councilors were asked to bring suggestions to the December Meeting.

- There was a wonderful turnout for the election. The registrars and their workers were commended for a job well done.
- The Cromwell Division is meeting tomorrow at Adelbrook.
- A recap meeting was held for the Cromwell Merchants Halloween on Main. There will be some changes to next year's program.
- The Mayor's Ball was a great success. The Middlesex Cancer Center and the Valor Green restoration will each receive a check for $1,500. The Councilors were invited to attend the presentation on November 29th at 3 p.m. in the Town Hall Lobby.
- The Veteran's Day Program will be held this Friday, November 11th at 11 a.m. in the Town Hall Gym. All are invited to attend.
- Charter Revision is meeting this evening; they are in the process of finalizing their recommendations for a possible May Referendum.

G. TOWN MANAGER'S REPORT

Town Manager Salvatore reported:

- Followed up on question asked during citizen comments regarding the Outboard Association Lease that was approved by Referendum. He met with the COA and gave them a copy of the 5 year lease that was prepared by our Town Attorney. The cost of the lease is $3,000 per year. It is in the hands of the COA and they have until the end of December to sign it.
- The Dog Park grass is totally destroyed. They will monitor it over the winter. If there is no erosion during that time they will leave it alone.
- The Community Garden was cleaned up. Everything was removed and the ground was tilled. Winter Rye will be planted and the garden will be re-tilled next spring.
- Interviews were held for the Library Director's position.
- CRT (provides Meals on Wheels) informed the town that we will have to contribute $26,000 to the program or it will be cut by 30%. CRT was awarded the contract by a not-for-profit organization effective October 1st. A few weeks later they notified us of the shortfall in funds.
- They continue to work on the bonding.
- There were zero problems on Election Day. The Registrars, Public Works Department and Police Department were commended for a job well done.
- The Tax Collector is still out on leave. His staff is doing an outstanding job. He took over the responsibilities of the office with the Assessor's and Finance Director's assistance.
- They are starting the Fall and Winter Programs; there are a lot of Winter Programs.
- They were successful in receiving a grant for Coles Road. This will be a 2018 project.
- They will be working on the street lights in a week or so.

H. CHIEF OF POLICE'S REPORT

Chief LaMontagne reported:

- The Monthly Incident Statistics Report was distributed for October.
- The Department has received approximately 9,000 calls for service so far this year.
- Officer Augenstein is doing well in the FTO program.
- Officer Molina resigned.
- Police K-9 Chino is retired due to his age. Officer Carlson is interested in serving as Cromwell's next K-9 Officer and is in the process of researching K-9's.
- The Cromwell Police Department's face book page is up and running.
- Detectives Young and Bialko were commended for the fantastic job they did investigating the robbery on Friday night.
- The RFQ/RFP for the carport was advertised.
- On November 21st a Community Conversation -Opiate Addiction Prevention will be held at Cromwell High School at 6:00 p.m. The program is for students and parents.

I. PUBLIC WORK DIRECTOR'S REPORT

Public Works Director Spina reported:

- Elevator Modernization is scheduled to start on Tuesday, November 15th.
- Curbside Leave Collection - to begin on November 21st.
- Tri-Axle was delivered last week and put into service.
- We currently have three vehicles being advertised on Public surplus auction, as well as several small pieces of equipment that have been sitting in yard for several years.
- Parks & Building Maintenance staff - just finished winterizing restrooms and other outdoor facilities this week with the exception of the PBA building. That will be done after Thanksgiving Eve Football Game.
- Highway Yard - received 500 tons of pretreated road salt last week. This brings us to about 75% capacity.
- The first rehabilitated truck (Highway Department) is due back sometime next week. At that point, they will take the second truck for rehabilitation.

J. FINANCE DIRECTOR'S REPORT

Finance Director Sylvester reported:

- Standard and poor's reaffirmed our AAA Credit Rating with a stable outlook going forward.
- The auditor's are still working to tie up some loose ends.

K. FINANCIAL

1. Budget Reports

   Finance Director Sylvester reported that the reports cover through the end of October and there are no areas of concern with revenue or expenditures.

2. Tax Refunds
None

3. Discussion and action to authorize the Town to apply for and receive the DUI Law Enforcement grant.
Chief LaMontagne presented the request.
a. Appropriate $33,900 within the Capital/Non-Recurring Fund. (The Town will receive 75% reimbursement.)

Motion made by R. Newton seconded by A. Waters and *unanimously carried* to authorize the Town to apply for and receive the DUI Law Enforcement grant. and appropriate $33,900 within the Capital/Non-Recurring Fund.

L. STAFF REPORTS

EDC S. Popper - written report

M. UNFINISHED BUSINESS

1. Continue discussion and possible action on Solid Waste Report. - Tabled
Left on table.

2. To consider and act upon Library Expansion Project. -Tabled
Left on table.

N. NEW BUSINESS

1. Set dates and times for 2017 Town Council Meetings.

Motion made by S. Slade seconded by R. Newton and *unanimously carried* to set the 2017 Town Council Meeting dates to the second Wednesday of each month at 7:00 p.m.

O. APPROVAL OF MINUTES

1. October 19, 2016, Special Meeting

Motion made by R. Newton seconded by E. Wenners *carried* to approve the minutes of the Special Meeting of October 19, 2016.
Aye: T. Tokarz, A. Waters, F. Emanuele, E. Faienza, E. Wenners, S. Slade
Abstained: R. Newton (was unable to attend this meeting)

2. October 19, 2026, Regular Meeting

Motion made by T. Tokarz seconded by F. Emanuele and *carried* to approve the minutes of the Regular Meeting of October 19, 2016.
Aye: T. Tokarz, A. Waters, F. Emanuele, E. Faienza, E. Wenners, S. Slade
Abstained: R. Newton (was unable to attend this meeting)

3. October 24, 2016, Special Joint Meeting

Motion made by F. Emanuele seconded by S. Slade and *carried* to approve the minutes of the Special Joint Meeting of October 24, 2016.
Aye: T. Tokarz, F. Emanuele, E. Faienza, R. Newton, E. Wenners, S. Slade
Abstained: A. Waters (did not attend this meeting).

P. RESIGNATIONS

None

Q. APPOINTMENTS

1. Mattabassett District
   a. Thomas Tokarz, Term expires September 2019

Motion made by R. Newton seconded by E. Wenners and *carried* to approve re-appointing Thomas Tokarz as Cromwell's representative to the Mattabassett District.
Aye R. Newton, A. Waters, F. Emanuele, E. Faienza, E. Wenners, S. Slade
Abstained: T. Tokarz

2. Planning and Zoning Commission
   a. Nicholas Demetriades, Alternate, Term Expires December 2017

Motion made by T. Tokarz seconded by F. Emanuele and *unanimously carried* to approve appointing Nicholas Demetriades as an alternate member to the Planning and Zoning Commission.

3. Water Pollution Control Authority
   a. Alice Kelly, Term expires January 2021.

Motion made by S. Slade seconded by F. Emanuele and *unanimously carried* to approve re-appointing Alice Kelly to the Water Pollution Control Authority.

4. Zoning Board of Appeals
   a. Steven Wygonowski, Alternate, Term expires November 2017

Motion made by E. Wenners seconded by S. Slade and *unanimously carried* to approve appointing Steven Wygonowski as an alternate member to the Zoning Board of Appeals.

R. TOWN COUNCIL COMMISSION LIAISON REPORTS

A. Waters -Veteran's Day Ceremony
Town Manager Salvatore reported that the Valor Green Project is going very well. The Town will be assisting with this project.

S. ADJOURNMENT

Motion made by S. Slade seconded by F. Emanuele and *unanimously carried* to adjourn the Regular Meeting at 8:26 p.m.

Respectfully submitted,

Re Matus

Re Matus
Secretary

Run Date: 11/09/2016
Run Time: 15:37

Cromwell Police Department

Incident Statistics Report

10/01/2016 00:00 Thru 10/31/2016 23:59

Call Type Description	Total for Period
911 Hang Up Call	8
Administrative Matter	18
Alarm - All types	22
ALARM-FALSE BILLABLE	44
All Other Offenses	4
Animal Complaint	33
Assist Motorist	26
Assist Other Agency	34
Car Seat Installation	3
Civil Matter	1
Criminal Mischief / Vandalism	2
Dis Conduct/BOP	4
Domestic Incident	5
DUI	5
Dumping	2
Escort	2
Fingerprinting	20
FV Protocol / P.A.	14
Identity Theft	3
Impaired / Intox Person	7
Juvenile Incident	4
Larceny - From Building	5
Larceny - From MV	2
Larceny -Shoplifting	19
Larceny- Other	14
Medical Emergency	53
Missing Person	2
MV Accident	43
MV Abandoned	1
MV Parking Violation	10
MV Theft	1
MV Violation	120
MVA NR PRIV PROP	8
Noise Complaint	14
Nursing Home Fax Report	2
Property Check	125
Property Lost/Found	8
Property Seized	2
Record Only Call	10

Run Date: 11/09/2016
Run Time: 15:37

Cromwell Police Department

Incident Statistics Report

10/01/2016 00:00 Thru 10/31/2016 23:59

Call Type Description	Total for Period
Report of Gunshot	2
Road Cond/TCS Out	10
See Complainant	30
Serve Warrant INFO	1
Suspicious Activity	63
TEST CALL	7
Traffic Assignment	5
Unfounded Complaint	8
Unwanted Person	6
Well Being Check	12
Total:	844

12-07-16A11:27 RCVD

RECEIVED FOR FILING
12-7 2016 at 11:27AM.
TOWN CLERK'S OFFICE
CROMWELL, CONN.
Lu Lovacovlu; Asst.
TOWN CLERK

TOWN OF CROMWELL
TOWN COUNCIL
SPECIAL MEETING
MONDAY DECEMBER 5, 2016
4:30 PM TOWN HALL ROOM 224/5

MINUTES

Present: Mayor E. Faienza, Deputy Mayor R. Newton, F. Emanuele, S. Slade
Absent: A. Waters, E. Wenners, T. Tokarz
Also Present: Town Manager A. Salvatore, Director of Finance M. Sylvester, Chief of Police D. LaMontagne, Public and Press

A. CALL TO ORDER

Mayor Faienza called the Special Meeting to order at 4:30 p.m.

B. NEW BUSINESS

a. Discussion and action to appoint Library Director.
Town Manager Salvatore explained the steps of the hiring process and recommended that Drusilla Carter be appointed to the position of Library Director.
Motion made by R. Newton seconded by F. Emanuele and *unanimously carried* to appoint Drusilla Carter to the position of Library Director contingent on a successful background check.
Ms. Carter was introduced to the Council and asked to say a few words. She spoke briefly about her employment history and stated that she was very happy to be appointed as Cromwell's next Library Director. She received a warm welcome from the Town Council and those present.

C. EXECUTIVE SESSION

1. Strategy, Union Matters
   a. NIPSEU, Police Union
   b. Action, if necessary.

Motion made by F. Emanuele seconded by S. Slade and *unanimously carried* to adjourn to Executive Session at 4:35 p.m.
Town Manager Salvatore, Finance Director Sylvester and Chief LaMontagne were invited into Executive Session.
Motion made by S. Slade seconded by F. Emanuele and *unanimously carried* to come out of Executive Session at 4:47 p.m.
Motion made by R. Newton seconded by F. Emanuele and *unanimously carried* to ratify the proposed NIPSEU contract as presented and authorize the Town Manager to sign the contract.

D. ADJOURN

Motion made by R. Newton seconded by S. Slade and *unanimously carried* to adjourn the Special Meeting at 4:49 p.m.

Respectfully submitted,

Re Matus

Re Matus
Secretary