

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

RECEIVED FOR FILING
10-6 2017 at 10:38 M. a
TOWN CLERK'S OFFICE
CROMWELL, CONN.

Jean Allgeier
TOWN CLERK

AGENDA

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. APPROVAL OF AGENDA
- D. COMMISSION CHAIRMAN REPORTS/LIASON REPORT
- E. CITIZEN COMMENTS
- F. MAYOR'S REPORT
- G. TOWN MANAGER'S REPORT
- H. CHIEF OF POLICE'S REPORT
- I. PUBLIC WORK DIRECTOR'S REPORT
- J. FINANCIAL
 - 1. Tax Refunds
- K. FINANCE DIRECTOR'S REPORT
 - 1. Budget Reports
- L. STAFF REPORTS
- M. NEW BUSINESS
 - 1. Discussion and action regarding Illicit Discharge and Connection Stormwater Ordinance.
 - a. Authorize Mayor to set time and date of Public Hearing.
 - 2. Discussion and possible action to amend Chapter 125-4 Excavation Fees.
 - a. Authorize Mayor to set time and date of Public Hearing.
 - 3. Discussion and action to approve agreement between Town of Cromwell and the Town of Rocky Hill for Maintenance of a portion of County Line Drive located in Cromwell.
 - a. Authorize Town Manager to sign agreement.
 - 4. Discussion and update on 35 Nooks Hill Road town owned property.

N. APPROVAL OF MINUTES

1. Regular Meeting September 13, 2017
2. Special Meeting September 25, 2017
3. Special Meeting October 4, 2017

O. APPOINTMENTS

1. Senior Services Commission
 - a. Michael Parent, to fill a vacancy-Term Expires April 2018

P. RESIGNATIONS

Q. TOWN COUNCIL COMMISSION LIAISON REPORTS

R. ADJOURNMENT

Rules for Citizen Comments

1. Each speaker will have a total of 3 minutes to speak on the issues of their choice;
2. The Mayor shall recognize only one speaker at a time;
3. The purpose of the Citizen Comment period is to give the residents of Cromwell, or others, the opportunity to make comments regarding matters of public concern, town policies or actions of the town, and to ask questions of the Council 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.

Condition(s) : Bill : _____ Dist/Susp/Bank Address	Prop Loc/Vehicle Info. UniqueID/Reason	Paid Date	Tax	Int:	L/F	Total Adjusted	Overpaid Tax
N 1 WINDRUSH BLVD APT 92 INDIAN ROCK BEACH FL 33785-2671	00070800	7/6/2017	3,155.52	0.00	0.00	3,155.52	-18.00
2016-01-0004951 SKOGE KLAUS & MARILYN 10 BEECHWOOD CIR CROMWELL CT 06416	10 BEECHWOOD CIRCLE 00428500	7/25/2017	8,939.56 9,039.56	0.00 0.00	0.00 0.00	8,939.56 9,039.56	-100.00
2016-03-0050622 AUGER HELEN P 157 OLD WEST ST CROMWELL CT 06416-2467	2007/2A8GF48X37R213894 50624	7/24/2017	126.09 137.49	0.00 0.00	0.00 0.00	126.09 137.49	-11.40
2016-03-0051055 BERMAN HARVEY P + BERMAN LAURA A 27 WOODSBORO CIR CROMWELL CT 06416-4509	2006/4T1FA38P86U104629 51060	7/17/2017	135.91 163.15	0.00 0.00	0.00 0.00	135.91 163.15	-27.24
2016-03-0051854 CARACOGLIA GIULIO + CARACOGLIA LORI G 6 ALLEN RD CROMWELL CT 06416-2103	2003/WBA3N73493PU15139 51862	7/27/2017	107.78 117.53	0.00 0.00	0.00 0.00	107.78 117.53	-9.75
2016-03-0052620 COTA CHARLES J + COTA BARBARA A 68 WASHINGTON RD CROMWELL CT 06416-1207	Sec. 12-129 Refund of Excess Payments. 2007/19UUA66227A003398 52630	7/7/2017	166.32 221.76	0.00 0.00	0.00 0.00	166.32 221.76	-55.44
2016-03-0052671 CRANDALL MATTHEW J 6 DOERING DR A3 CROMWELL CT 06416	2006/IN4AL11D36N329523 52681	7/27/2017	8.97 108.03	0.00 0.00	0.00 0.00	8.97 108.03	-99.06
2016-03-0052901 DAIMLER TRUST 13650 HERITAGE PARKWAY FORT WORTH TX 76177-5323	2014/WDDKJ8JB5EF275183 52911	7/25/2017	653.15 784.08	0.00 0.00	0.00 0.00	653.15 784.08	-130.93
2016-03-0053884 ENTERPRISE EM TRUST 600 CORPORATE PARK DR ST LOUIS MO 63015	Sec. 12-129 Refund of Excess Payments. 2014/4S4B3CCC7E3312808 53897	7/18/2017	0.00 445.74	0.00 0.00	0.00 0.00	0.00 445.74	-445.74
2016-03-0054422 FORTUNATO RICHARD S 185 COLES RD CROMWELL CT 06416-1144	2015/5WFE2023FW056374 54335	7/21/2017	121.94 182.79	0.00 0.00	0.00 0.00	121.94 182.79	-60.85
2016-03-0054736 GELINAS DAVID M 99 WOODLAND DR CROMWELL CT 06416-1155	Sec. 12-129 Refund of Excess Payments. 1998/JN8AR05Y9WM274638 54749	7/17/2017	58.58 70.33	0.00 0.00	0.00 0.00	58.58 70.33	-11.75
2016-03-0055021 GRECO BARBARA 158 SALEM DR CROMWELL CT 06416-1239	2005/JM1BK12F551300774 55034	7/7/2017	77.05 92.51	0.00 0.00	0.00 0.00	77.05 92.51	-15.46
2016-03-0055297 HANN AUTO TRUST 1 CENTRE DR JAMESBURG NJ 08831-1564	2014/1C4RJFBGSEC190047 55312	7/25/2017	50.12 603.82	0.00 0.00	0.00 0.00	50.12 603.82	-553.70
2016-03-0055696 HONDA LEASE TRUST 600 KELLY WAY HOLYOKE MA 01040-9681	Sec. 12-129 Refund of Excess Payments. 2015/2HGF32F5FH509176 55711	7/20/2017	56.63 194.29	0.00 0.00	0.00 0.00	56.63 194.29	-137.66
2016-03-0056091 JANKOWSKI KYLE P 4 SUMMER WIND CROMWELL CT 06416-2635	Sec. 12-129 Refund of Excess Payments. 2005/2HGES16335H547100 56107	7/26/2017	68.05 102.01	0.00 0.00	0.00 0.00	68.05 102.01	-33.96
2016-03-0057044 LATANZIO MICHELE G 9 LOWER HEATHERWOOD CROMWELL CT 06416-2714	2013/JN1BY1AR9DM605043 57065	7/21/2017	479.76 575.94	0.00 0.00	0.00 0.00	479.76 575.94	-96.18
2016-03-0057647 MALDONADO MARJORIE PO BOX 243 MIDDLETOWN CT 06457-0243	2003/2T1BR32E73C125290 57688	7/7/2017	82.34 98.84	0.00 0.00	0.00 0.00	82.34 98.84	-16.50
2016-03-0057998 MCCOY STEPHEN L 7160 EAST KIERLAND #704 SCOTTSDALE AZ 85254	2011/19UUA8F52BA007187 58019	7/11/2017	179.63 359.25	0.00 0.00	0.00 0.00	179.63 359.25	-179.62
2016-03-0058847 NIEDERMAYER BRYAN T 14 NORDLAND AVE CROMWELL CT 06416-2320	2016/3MYDLBZV5GY136497 58873	7/14/2017	238.33 317.75	0.00 0.00	0.00 0.00	238.33 317.75	-79.42
2016-03-0058931 NISSAN INFINITI IT 8900 FREEPORT PKWY IRVING TX 75063-2409	Sec. 12-129 Refund of Excess Payments. 2015/5NIAT2MV2FC839521 58957	7/14/2017	73.59 440.67	0.00 0.00	0.00 0.00	73.59 440.67	-367.08
2016-03-0059453 PARKER PHYLLIS J + PARKER CLIFFORD C J 5 WOODSIDE RD	2003/1FAFP34P63W271392 59480	7/28/2017	47.52 63.36	0.00 0.00	0.00 0.00	47.52 63.36	-15.84

Condition(s) : Bill : _____	Int Date: 09/26/2017	Date: 09/26/2017	Page: 3	Prop Loc/Vehicle Info. UniqueID/Reason	Paid Date	Tax	Int	L/F	Total Adjusted	Overpaid Tax
Dist/Susp/Bank Address	Name	Address								
2016-03-0059930	CROWMELL CT 06416-1609	PHILLIPS MARGUERITE		2008/4T1BE46K18U782674	7/5/2017	151.46	0.00	0.00	151.46	
	20 HEMLOCK CT			59957		181.84	0.00	0.00	181.84	-30.38
2016-03-0060029	CROWMELL CT 06416-1757	CROWMELL CT 06416-1757		2004/WYWP263X4E235310	7/11/2017	64.88	0.00	0.00	64.88	
	187K TOMASZ			60056		86.49	0.00	0.00	86.49	-21.61
2016-03-0060419	CROWMELL CT 06416	REDDINGTON LAURIE		2000/2HGEJ6613YH528050	7/31/2017	60.95	0.00	0.00	60.95	
	1 WINDWOOD DR			60446		73.18	0.00	0.00	73.18	-12.23
2016-03-0061359	CROWMELL CT 06416-2435	SEGARRA ALYCIA N		2003/KM8SC13EX3U529249	8/1/2017	54.30	0.00	0.00	54.30	
	12 SOUTHWOOD RD			61391		93.14	0.00	0.00	93.14	-38.84
2016-03-0061613	CROWMELL CT 06416-1632	SINGHAL PROMILA		Sec. 12-129 Refund of Excess Payments.	7/6/2017	540.33	0.00	0.00	540.33	
	1 WINDRUSH BLVD APT 92			2015/WDD5J4EB2FN161703		589.25	0.00	0.00	589.25	-48.92
2016-03-0061633	CROWMELL CT 06416-1632	TINDIAN ROCK BEACH FL 33785-2671		61645		0.00	0.00	0.00	0.00	
	9 PARK LANE			2005/WAULT68E65A035146	8/1/2017	137.49	0.00	0.00	137.49	-137.49
2016-03-0062342	OAKVILLE CT 06779	TEDFORD DAVID A		61665		133.53	0.00	0.00	133.53	
	2404 PUNTA DE VISTA DRIVE NE			Sec. 12-129 Refund of Excess Payments.	7/31/2017	160.30	0.00	0.00	160.30	-26.77
2016-03-0062502	ALBUQUERQUE NM 87112	TILLMAN CAROLYN F + TILLMAN ARNOLD I		62377		18.34	0.00	0.00	18.34	
	6 HARDWOOD GARDENS			Sec. 12-129 Refund of Excess Payments.	7/5/2017	221.13	0.00	0.00	221.13	-202.79
2016-03-0062827	CROWMELL CT 06416	TRUDEL SCOTT C		62537		78.63	0.00	0.00	78.63	
	8 MOUNTAIN LAUREL CT			2001/WBAUV534X1JR79066	7/10/2017	94.41	0.00	0.00	94.41	-15.78
2016-03-0062895	CROWMELL CT 06416-1732	UNION LEASING TRUST		62865		220.40	0.00	0.00	220.40	
	425 N MARTINGALE RD			2012/2T3BF4DV3CW256041	7/10/2017	330.42	0.00	0.00	330.42	-110.02
2016-03-0063005	SCHAUMBURG IL 60173-2406	VARRICCHIO EGINO D JR		62933		70.20	0.00	0.00	70.20	
	45 WASHINGTON RD			2000/19UUA5660YA031750	7/5/2017	84.27	0.00	0.00	84.27	-14.07
2016-03-0063717	CROWMELL CT 06416-1206	WOIKE ALYSSA C + WOIKE LYNN M		63044		124.76	0.00	0.00	124.76	
	145 SOUTH ST			2005/5IMEU88H5ZJ17890	7/20/2017	166.32	0.00	0.00	166.32	-41.56
2016-03-0064049	CROWMELL CT 06416-2252	DAYLIER TRUST		63757		667.50	0.00	0.00	667.50	
	13650 HERITAGE PARKWAY			2015/55SWF4KBSFU081973	7/25/2017	1,522.54	0.00	0.00	1,522.54	-855.04
Y	FOR WORTH TX 76177			Sec. 12-129 Refund of Excess Payments.			0.00	0.00		
TOTAL	54					65,262.72	0.00	0.00	65,262.72	
						79,631.90	338.83	212.92	80,183.65	-14,369.18

TOWN OF CROMWELL, CT

YEAR-TO-DATE BUDGET REPORT

FOR 2018 13

JOURNAL DETAIL 2018 1 TO 2018 13

	ORIGINAL APPROP	TRANSFERS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001 TOWN MANAGER'S OFFICE	355,302	0	355,302	61,647.65	1,134.02	292,520.33	17.7%
002 TOWN CLERK'S OFFICE	208,223	0	208,223	43,170.39	23,887.86	141,164.75	32.2%
003 REGISTRAR OF VOTERS	75,477	0	75,477	8,446.24	11,647.00	55,383.76	26.6%
004 PLANNING COMMISSION	3,225	0	3,225	527.21	274.22	2,423.57	24.9%
005 ECONOMIC DEVELOPMENT	13,336	0	13,336	756.56	242.00	12,337.44	7.5%
006 BOARD OF FINANCE	1,350	0	1,350	75.00	.00	1,275.00	5.6%
008 CHARTER REVISION COMM	1,501	0	1,501	2,005.92	.00	-504.92	133.6%
009 BOARD OF ASSESSMENT APPEALS	3,200	0	3,200	140.31	55.02	3,004.67	6.1%
010 ZONING BOARD OF APPEALS	1,535	0	1,535	115.97	140.00	1,279.03	16.7%
011 INLAND WETLANDS	2,200	0	2,200	265.88	150.00	1,784.12	18.9%
012 COMM. FOR DISABLED PEOPLE	100	0	100	.00	.00	100.00	.0%
013 DONATIONS AND DUES	46,042	0	46,042	29,541.30	16,500.00	.70	100.0%
014 TOWN COUNCIL	36,730	0	36,730	3,975.00	30,580.00	2,175.00	94.1%
015 LEGAL EXPENSE	222,764	0	222,764	16,417.50	182,146.50	24,200.00	89.1%
016 CENTRAL SERVICES	140,300	0	140,300	36,925.32	81,048.82	22,325.86	84.1%
017 INSURANCE EXPENSE	595,400	0	595,400	271,158.56	250,153.11	74,088.33	87.6%
018 GENERAL EXPENSE	761,002	0	761,002	747,854.83	7,500.00	5,647.17	99.3%
019 DEVELOPER/PLANNER	142,781	0	142,781	33,238.41	.00	109,522.59	23.3%
020 FINANCE DEPARTMENT	387,996	0	387,996	100,126.14	5,225.70	282,644.16	27.2%
021 TAX COLLECTOR	144,537	0	144,537	33,676.21	50.00	110,810.79	23.3%
022 ASSESSOR'S OFFICE	231,901	0	231,901	49,610.85	6,778.54	175,511.61	24.3%
030 PUBLIC WORKS ADMIN.	270,884	0	270,884	60,335.11	15,693.28	194,855.61	28.1%
031 ENGINEERING	230,480	0	230,480	53,096.64	13,833.01	163,550.35	29.0%
032 SOLID WASTE REMOVAL	648,334	0	648,334	107,358.82	350,302.85	190,672.33	70.6%
033 BUILDING INSPECTION	193,277	0	193,277	43,839.52	1,412.27	148,025.21	23.4%
034 HIGHWAY DEPT.	1,352,627	0	1,352,627	149,598.25	298,643.23	904,385.52	33.1%
035 BUILDING MAINTENANCE	591,585	0	591,585	134,370.45	72,162.04	385,052.51	34.9%
036 PARKS & GROUNDS	397,055	0	397,055	89,262.62	34,363.17	273,429.21	31.1%
037 PUBLIC WORKS-OTHER	400,795	0	400,795	111,600.58	231,206.62	57,927.80	85.5%
038 VEHICLE MAINTENANCE	336,888	0	336,888	55,799.33	66,509.96	214,578.71	36.3%
040 POLICE DEPARTMENT	3,360,449	14,302	3,374,751	690,919.92	42,672.15	2,641,158.93	21.7%
041 EMERGENCY MANAGEMENT	19,950	0	19,950	2,375.00	.00	17,575.00	11.9%
042 ANIMAL CONTROL	79,658	0	79,658	22,331.88	.00	57,326.12	28.0%
050 HEALTH DEPARTMENT	185,277	0	185,277	58,480.58	29,092.93	97,703.49	47.3%
051 HUMAN SERVICES	118,139	0	118,139	27,312.47	1,370.00	89,456.53	24.3%
053 SENIOR SERVICES	95,862	0	95,862	19,013.90	10,559.51	66,288.59	30.8%
054 YOUTH SERVICES	110,364	0	110,364	6,949.77	5,050.00	98,364.23	10.9%
055 TRANSPORTATION SERVICES	118,427	0	118,427	27,006.66	4,784.75	86,635.59	26.8%
060 RECREATION DEPARTMENT	259,076	0	259,076	69,182.26	10,683.48	179,210.26	30.8%
061 LIBRARY	590,579	0	590,579	160,733.43	19,462.33	410,383.24	30.5%
070 BONDED DEBT	3,687,524	0	3,687,524	108,775.00	.00	3,578,749.00	2.9%
080 EMPLOYEE BENEFITS	3,381,867	-14,302	3,367,565	918,877.96	1,505,928.33	942,758.71	72.0%
090 BOARD OF EDUCATION	29,343,702	0	29,343,702	3,301,290.12	.00	26,042,411.88	11.3%
119 DEVELOPMENT COMPLIANCE	103,117	0	103,117	23,917.06	533.01	78,666.93	23.7%

TOWN OF CROMWELL, CT

YEAR-TO-DATE BUDGET REPORT



FOR 2018 13

JOURNAL DETAIL 2018 1 TO 2018 13

120	CONSERVATION COMMISSION	ORIGINAL APPROP	TRANSFERS/ADJUSTMENTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
120	CONSERVATION COMMISSION	1,510	0	1,510	65.00	.00	1,445.00	4.3%

GRAND TOTAL 49,252,328 0 49,252,328 7,682,247.58 3,331,775.71 38,238,304.71 22.4%

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

TOWN OF CROMWELL, CT

YEAR-TO-DATE BUDGET REPORT



FOR 2018 13

JOURNAL DETAIL 2018 1 TO 2018 13

	ORIGINAL ESTIM REV	ESTIM REV ADJUSTMT'S	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
002 TOWN CLERK'S OFFICE	-287,600	0	-287,600	-87,216.96	-200,383.04	30.3%
021 TAX COLLECTOR	-42,803,034	0	-42,803,034	-24,678,990.90	-18,124,043.10	57.7%
022 ASSESSOR'S OFFICE	-500	0	-500	-35.50	-464.50	7.1%
030 PUBLIC WORKS ADMIN.	-40,300	0	-40,300	-9,524.70	-30,775.30	23.6%
033 BUILDING INSPECTION	-150,100	0	-150,100	-40,480.00	-109,620.00	27.0%
040 POLICE DEPARTMENT	-84,450	0	-84,450	-8,900.70	-75,549.30	10.5%
042 ANIMAL CONTROL	-750	0	-750	.00	-750.00	.0%
050 HEALTH DEPARTMENT	-25,100	0	-25,100	-3,205.00	-21,895.00	12.8%
053 SENIOR SERVICES	-1,500	0	-1,500	-1,151.00	-349.00	76.7%
054 YOUTH SERVICES	-4,000	0	-4,000	-160.00	-3,840.00	4.0%
061 LIBRARY	-9,000	0	-9,000	-2,048.21	-6,951.79	22.8%
206 BOARDS & COMMISSIONS	-5,750	0	-5,750	-1,725.00	-4,025.00	30.0%
207 STATE OF CONNECTICUT	-4,720,905	0	-4,720,905	-9,723.00	-4,711,182.00	.2%
208 MISCELLANEOUS SOURCES	-429,339	0	-429,339	-195,634.48	-233,704.52	45.6%
999 FUND BALANCE	-690,000	0	-690,000	.00	-690,000.00	.0%
GRAND TOTAL	-49,252,328	0	-49,252,328	-25,038,795.45	-24,213,532.55	50.8%

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

TOWN OF CROMWELL, CT

YEAR-TO-DATE BUDGET REPORT



FOR 2018 13

JOURNAL DETAIL 2018 1 TO 2018 13

	ORIGINAL ESTIM REV	ESTIM REV ADJUSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
002 TOWN CLERK'S OFFICE	-287,600	0	-287,600	-87,216.96	-200,383.04	30.3%
021 TAX COLLECTOR	-42,803,034	0	-42,803,034	-24,678,990.90	-18,124,043.10	57.7%
022 ASSESSOR'S OFFICE	-500	0	-500	35.50	-464.50	7.1%
030 PUBLIC WORKS ADMIN.	-40,300	0	-40,300	-9,524.70	-30,775.30	23.6%
033 BUILDING INSPECTION	-150,100	0	-150,100	-40,480.00	-109,620.00	27.0%
040 POLICE DEPARTMENT	-84,450	0	-84,450	-8,900.70	-75,549.30	10.5%
042 ANIMAL CONTROL	-750	0	-750	.00	-750.00	.0%
050 HEALTH DEPARTMENT	-25,100	0	-25,100	-3,205.00	-21,895.00	12.8%
053 SENIOR SERVICES	-1,500	0	-1,500	-1,151.00	-349.00	76.7%
054 YOUTH SERVICES	-4,000	0	-4,000	-160.00	-3,840.00	4.0%
061 LIBRARY	-9,000	0	-9,000	-2,048.21	-6,951.79	22.8%
206 BOARDS & COMMISSIONS	-5,750	0	-5,750	-1,725.00	-4,025.00	30.0%
207 STATE OF CONNECTICUT	-4,720,905	0	-4,720,905	-9,723.00	-4,711,182.00	.2%
208 MISCELLANEOUS SOURCES	-429,339	0	-429,339	-195,634.48	-233,704.52	45.6%
999 FUND BALANCE	-690,000	0	-690,000	.00	-690,000.00	.0%
GRAND TOTAL	-49,252,328	0	-49,252,328	-25,038,795.45	-24,213,532.55	50.8%

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

**Engineering Department
Town of Cromwell
Cromwell, CT**

Memorandum

To: Athony Salvatore –Town Manager

cc: Lou Spina – Director of Public Works

From: Jon Harriman

Date: 10/2/2017



Re: Illicit Discharge and Connection Stormwater Ordinance – DRAFT

As you may be aware, the CTDEEP MS4 general permit underwent significant changes under reissue effective July 1, 2017. One permit requirement is that every Town operating under the MS4 General Permit shall create the legal authority to eliminate illicit discharges. Cromwell must implement this legal authority by July 1, 2018.

Attached to this memo you will find three pages detailing the requirement as it is written in the MS4 General permit (cover page, page 23 of 50 and Appendix B page 5).

Cromwell retained Nafis and Young Engineers to create the new Stormwater Management Plan for the Town of Cromwell which became effective July 1, 2017. Nafis and Young was kind enough to provide us with a copy of a stormwater ordinance adopted in the Town of Oxford, CT. I have edited the ordinance to be considered for implementation here in Cromwell.

Please review and advise how we can move forward to meet this permit requirement.



**Connecticut Department of
Energy & Environmental Protection**
Bureau of Materials Management & Compliance Assurance
Water Permitting & Enforcement Division

General Permit for the Discharge of Stormwater from Small Municipal Separate Storm Sewer Systems

Issued: January 20, 2016

Effective: July 1, 2017

Expires: June 30, 2022

of this subsection (3) and of Appendix B. All citizen reports and the responds to those reports shall be included in the Annual Report.

- (iv) The permittee shall implement outfall screening and an illicit discharge detection protocol pursuant to **Appendix B** to identify, prioritize, and investigate separate storm sewer catchments for suspected illicit discharges of pollutants.
- (v) The permittee shall maintain a record of illicit discharge abatement activities including, at a minimum: location (identified with an address or latitude and longitude), description, date(s) of inspection, sampling data (if applicable), action(s) taken, date of removal or repair and responsible party(ies). This information shall be included in the permittee's Annual Report pursuant to the Section 6(j) of this permit.
- (vi) Timelines -- permittees shall implement IDDE program elements in accordance with the schedules included in this section and in Appendix B.

(B) Establish the necessary and enforceable legal authority by statute, ordinance, rules and regulations, permit, easement, contract, order or any other means, to eliminate illicit discharges.

(i) The legal authority shall:

- a. prohibit illicit discharges to its storm sewer system and require removal of such discharges consistent with subsection (3)(A), above; and
- b. control the discharge of spills and prohibit the dumping or disposal of materials including, but not limited to, residential, industrial and commercial wastes, trash, used motor vehicle fluids, pesticides, fertilizers, food preparation waste, leaf litter, grass clippings, and animal wastes into its MS4; and
- c. authorize fines or penalties and/or recoup costs incurred by the permittee from anyone creating an illicit discharge or spilling or dumping as specified in subsection (3)(A), above. For state and federal institutions, where this provision may conflict with existing rules, regulations, policies, chain of command or other circumstances, alternate provisions for enforcement may be utilized.
- d. provide any additional legal authorities specified in Section (A)(7)(a) of Appendix B.

(ii) Existing 2004 MS4 permittees must establish and implement this legal authority within one year of the effective date of this permit. (by July 1, 2018)

(iii) New MS4 permittees must establish and implement this legal authority on or before two (2) years of the effective date of this permit.

(C) Develop a list (spreadsheet or database) and map or series of maps at a minimum scale of 1"=2000' and maximum scale of 1"=100' showing all stormwater discharges from a pipe or conduit located within and owned or operated by the municipality or institution

Notwithstanding the permittee's explanation, the Commissioner may at any time determine that a particular element is in fact applicable to the permittee and require the permittee to add it to the IDDE program. The written IDDE program shall be completed within one (1) year of the effective date of the permit for existing 2004 MS4 permittees and within two (2) years of the effective date of this general permit for new MS4 permittees. The permittee shall implement the IDDE program in accordance with the goals and milestones set forth in subsection (8), below.

(a) Legal Authority

The IDDE program shall provide that the permittee has adequate legal authority to accomplish the following tasks: prohibit illicit discharges; investigate suspected illicit discharges; eliminate illicit discharges, including discharges from properties not owned by or controlled by the MS4 that discharge into the MS4 system; and implement appropriate enforcement procedures and actions. Adequate legal authority consists of a currently effective ordinance, by-law, or other regulatory mechanism. For existing 2004 MS4 permittees, the ordinance, by-law, or other regulatory mechanism was a requirement of that permit and was required to be effective by January 8, 2009. These permittees shall update their IDDE legal authority within one year of the effective date of this permit. New MS4 permittees must establish this legal authority on or before two (2) years of the effective date of this permit. The written IDDE program shall include a reference or citation of the authority the permittee will use to implement all aspects of the IDDE program.

(b) Statement of IDDE Program Responsibilities

The permittee shall establish a written statement that clearly identifies responsibilities with regard to eliminating illicit discharges. The statement shall identify the lead permittee agency(ies), department(s) or personnel responsible for implementing the IDDE Program as well as any other agencies, departments or personnel that may have responsibilities for aspects of the program (e.g. state or local health officials responsible for overseeing septic system construction; sanitary sewer system staff; inspectional services for enforcing plumbing codes; town counsel responsibilities in enforcement actions, institutional support staff etc.). Where multiple departments, agencies or personnel have responsibilities with respect to the IDDE program specific areas of responsibility shall be defined and processes for coordination and data sharing shall be established and documented.

(c) Assessment and Priority Ranking of Catchments

The permittee shall assess and priority rank the catchments, delineated as required by subsection (6)(a), above, in terms of their potential to have illicit discharges and SSOs and the related public health significance. This ranking will determine the priority order for screening of outfalls and interconnections pursuant to subsection (d), below, catchment investigations for evidence of illicit discharges and SSOs pursuant to subsection (e), below, and provides the basis for determining permit milestones pursuant to subsection (8), below.

(i) The permittee shall classify each catchment into one of the following categories:

- Excluded catchments: Catchments with no potential for illicit discharges may be excluded from the IDDE program. This category is limited to roadway drainage in undeveloped areas with no dwellings and no sanitary sewers; drainage for athletic fields, parks or undeveloped green space and associated parking without services;

ILLICIT DISCHARGE AND CONNECTION STORMWATER ORDINANCE

1.0 PURPOSE/INTENT AND AUTHORITY.

The purpose of this ordinance is to provide for the health, safety, and general welfare of the citizens of Cromwell, Connecticut through the regulation of non-stormwater discharges to the storm drainage system to the maximum extent practicable as required by federal and state law. This ordinance establishes methods for controlling the introduction of pollutants into the Municipal Separate Storm Sewer System (MS4) in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process.

This stormwater management ordinance provides the minimum content for implementing and enforcing Connecticut's stormwater management program consistent with the Connecticut State Statutes 7-148 (c) (8) (A), 8-2(a), 8-25,22a-36 to 22a-45 inclusive.

The objectives of this ordinance are to guide the Planning & Zoning Commission, PZC, in the enactment of regulations:

1. To regulate the contribution of pollutants to the municipal separate storm sewer system (MS4) through the stormwater discharge system by any user
2. To prohibit illicit connections and discharges to the municipal separate storm sewer system
3. To establish legal authority to carry out all inspections, surveillance and monitoring procedures necessary to ensure compliance with this ordinance

TOWN OF CROMWELL
ENGINEERING DEPARTMENT

2.0 DEFINITIONS

PRELIMINARY

For the purposes of this ordinance, the following shall mean: **SUBJECT TO CORRECTION AND ADDITION**

1. "Authorized Enforcement Agency". For the purpose of this ordinance, the Planning & Zoning Commission. PZC will be the Authorized Enforcement Agency.
2. "PZC means the Planning & Zoning Commission of the Town of Cromwell, Connecticut and shall include its Enforcement Officer, its agents and the Town Engineer.
3. "Best Management Practices (BMPs)" Schedules of activities, prohibitions of practices general good housekeeping practices, pollution prevention and educational practices, maintenance procedures, and other management practices to prevent or reduce the discharge of pollutants directly or indirectly to stormwater, receiving waters, or stormwater conveyance systems. BMPs also include treatment practices, operating procedures, and practices to control site runoff, spillage or leaks, sludge or water disposal, or drainage from raw materials storage.
4. "Clean Water Act". The Federal Water Pollution Control Act (33 U.S.C. §1251 et seq.), and any subsequent amendments thereto.
5. "Construction Activity" Activities subject to NPDES Construction Permits. These include construction projects resulting in land disturbance of 1 acre or more. Such activities include but are not limited to clearing and grubbing, grading excavating, and demolition.
6. "Hazardous Materials" Any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential

ILLICIT DISCHARGE AND CONNECTION STORMWATER ORDINANCE

2.0 DEFINITIONS (continued)

- hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.
7. "Illegal Discharge" Any direct or indirect non-stormwater discharge to the storm drain system, except as exempted in Section 7 of this ordinance.
 8. "Illicit Connections" An illicit connection is defined as either of the following.
 - a) Any drain or conveyance, whether on the surface or subsurface which allows an illegal discharge to enter the storm drain system including but not limited to any conveyances which allow any non-stormwater discharge including sewage, process wastewater, and wash water to enter the storm drain system and any connections to the storm drain system from indoor drains and sinks, regardless of whether said drain or connection had been previously allowed, permitted, or approved by an authorized enforcement agency or,
 - b) Any drain or conveyance connected from a commercial or industrial land use to the storm drain system which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.
 9. "Industrial Activity" Activities subject to NPDES Industrial Permits as defined in 40 CFR, Section 122.26 (b) (14).
 10. "National Pollutant Discharge Elimination System (NPDES)" Stormwater Discharge Permit. Means a permit issued by EPA (or by a State under authority delegated Pursuant to 33 USC §1342(b)) that authorizes the discharge of pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.
 11. "Non-Stormwater Discharge" Any discharge to the storm drain system that is not composed entirely of stormwater.
 12. "Person" Any individual, association, organization partnership, firm, corporation, or other entity recognized by law and acting as either the owner or as the owner's agent.
 13. "Pollutant" Anything that causes or contributes to pollution of the environment. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes and yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects, ordinances, and accumulations, so that same may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; and noxious or offensive matter of any kind.
 14. "Premises" Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips.
 15. "Storm Drainage System" Publicly-owned premises by which stormwater is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping premises, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.

2.0 DEFINITIONS (continued)

ILLICIT DISCHARGE AND CONNECTION STORMWATER ORDINANCE

16. "Stormwater" Any surface flow, runoff, and drainage consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.
17. "Stormwater Pollution Prevention Plan" A document which describes the Best Management Practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to Stormwater, Stormwater Conveyance Systems, and/or Receiving Waters to the Maximum Extent Practicable.
18. "Wastewater" Any water or other liquid, other than uncontaminated stormwater, discharged from premises.

3.0 APPLICABILITY

This ordinance shall apply to all water entering the storm drain system generated on any Developed and undeveloped lands unless explicitly exempted by an authorized enforcement agency.

4.0 RESPONSIBILITY FOR ADMINISTRATION

The PZC shall administer, implement, and enforce the provisions of this ordinance. Any Powers granted or duties imposed upon the authorized enforcement agency may be delegated in writing by the Chairman of the authorized enforcement agency to persons or entities acting in the beneficial interest of or in the employ of the agency.

5.0 SEVERABILITY

The provisions of this ordinance are hereby declared to be severable. If any provision, clause, sentence, or paragraph of this Ordinance or the application thereof to any person, establishment, or circumstance shall be held invalid, such invalidity shall not affect the other provisions or application of this Ordinance.

6.0 ULTIMATE RESPONSIBILITY

The standards set forth herein and promulgated pursuant to this ordinance are minimum standards; therefore this ordinance does not intend nor imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants.

7.0 DISCHARGE PROHIBITIONS

7.1 Prohibition of Illegal Discharges

No person shall discharge or cause to be discharged in to the municipal storm drain system or watercourses any materials including but not limited to pollutants or waters containing any pollutants that cause or contribute to a violation of applicable Department of Energy and Environmental Protection, DEEP, water quality standards other than stormwater.

The commencement, conduct or continuance of any illegal discharge to the storm drain system is prohibited except as described as follows:

ILLICIT DISCHARGE AND CONNECTION STORMWATER ORDINANCE

- (1) The following discharges are exempt from discharge prohibitions established by this Ordinance providing they contain no pollutants; water line flushing, landscape irrigation or lawn watering, diverted stream flows, rising ground water, ground water infiltration to storm drains, uncontaminated pumped ground water, foundation or footing drains (not including active groundwater dewatering systems), crawl space and basement pumps, air conditioning condensation, springs, natural riparian habitat or wetland flows, fire fighting activities, and any other water source not containing pollutants.
- (2) Discharges specified in writing by the PZC as being necessary to protect public health and safety.
- (3) Dye testing is an allowable discharge, but requires a verbal notification to PZC prior to the time of the test.
- (4) The prohibition shall not apply to any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and Administered under the authority of the Federal Environmental Protection Agency or the Connecticut Department of Environmental Protection, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted for any discharge to the storm drain system

7.2 Prohibition of Illegal Connection

- (1) The construction, use, maintenance or continued existence of illicit connections to the storm drain system is prohibited.
- (2) This prohibition expressly includes, without limitation, illicit connections made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
- (3) A person is considered to be in violation of this ordinance if the person connects a line conveying sewage to the MS4, or allows such a connection to continue.

8.0 SUSPENSION OF MS4 ACCESS.

8.1 Suspension Due To Illicit Discharges In Emergency Situations

The PZC may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the MS4 or Waters of the United States. If the violator fails to comply with a suspension order issued in an emergency, the authorized enforcement agency may take such steps as deemed necessary to prevent or minimize damage to the MS4 or Waters of the United States or to minimize danger to persons.

8.1 Suspension Due To The Detection of Illicit Discharges

Any person discharging to the MS4 in violation of this ordinance may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The PZC will notify a violator of the proposed termination of its MS4 access. The violator may petition the PZC for reconsideration and a hearing. A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this Section, without the prior approval of PZC.

ILLICIT DISCHARGE AND CONNECTION STORMWATER ORDINANCE

9.0 INDUSTRIAL, COMMERCIAL OR CONSTRUCTION ACTIVITY DISCHARGES

Any person subject to an industrial, commercial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a form acceptable to the PZC prior to the allowing of discharges to the MS4.

10.0 MONITORING OF DISCHARGES

10.1 Applicability

This section applies to all premises that have stormwater discharges associated with industrial, commercial or construction activity.

10.2 Access to Premises

- (1) The PZC shall be permitted to enter and inspect premises subject to regulation under this ordinance as often as may be necessary to determine compliance with this ordinance. If a discharger has security measures in force that require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to representatives of the authorized enforcement agency.
- (2) Premises operators shall allow the PZC ready access to all parts of the premises for the purposes of inspections, sampling, examination and copying of records that must be kept under the conditions of an NPDES permit to discharge stormwater, and the performance of any additional duties as defined by state and federal law.
- (3) The PZC shall have the right to set up on any permitted premises such devices as are necessary in the opinion of the authorized enforcement agency to conduct monitoring and/or sampling of the premise's stormwater discharge.
- (4) The PZC have the right to require the discharger to install monitoring equipment as necessary. The premise's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the discharger at its own expense. All devices used to measure stormwater flow and quality shall be calibrated to ensure their accuracy.
- (5) Any temporary or permanent obstruction to safe and easy access to the premises to be inspected and/or sampled shall be promptly removed by the operator at the written or oral request of the PZC and shall not be replaced. The costs of clearing such access shall be borne by the operator.
- (6) An unreasonable delay in allowing the access to a permitted premise is a violation of a stormwater discharge permit and of this ordinance. A person who is the operator of premises with a NPDES permit to discharge stormwater associated with industrial, commercial or construction activity, commits a violation subject to the provisions of Section 14 of this ordinance if the person denies the authorized enforcement agency reasonable access to the permitted premises for the purpose of conducting any activity authorized or required by this ordinance.

ILLICIT DISCHARGE AND CONNECTION STORMWATER ORDINANCE

- (7) If the PZC has been refused access to any part of the premises from which stormwater is discharged and he/she is able to demonstrate probable cause to believe that there may be a violation of this ordinance, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this ordinance or any order issued here under, or to protect the overall public health safety, and welfare of the community, then the authorized enforcement agency may seek issuance of a search warrant from any court of competent jurisdiction.

11.0 REQUIREMENT TO PREVENT, CONTROL, AND REDUCE STORMWATER POLLUTANTS BY THE USE OF BEST MANAGEMENT PRACTICES

The PZC will adopt requirements identifying Best Management Practices for any activity, operation, or premises that may cause or contribute to pollution or contamination of stormwater, the storm drain system, or waters of the state. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the municipal storm drain system or watercourses through the use of these structural and non-structural BMPs. Further, any person responsible for a property or premise, which is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the municipal separate storm sewer system. Compliance with all terms and conditions of a valid NPDES permit authorizing the discharge of stormwater associated with industrial or commercial activity, to the extent practicable, shall be deemed compliance with the provisions of this section. These BMPs shall be part of stormwater pollution prevention plan (SWPPP) or stormwater management plan (SMP) as necessary for compliance with requirements of the NPDES permit.

12.0 WATERCOURSE PROTECTION

Every person owning property through which a watercourse passes, or such person's lessee, shall keep and maintain that part of the watercourse within the property free of trash, debris, excessive vegetation, and other obstacles that would pollute, contaminate, or significantly retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.

13.0 NOTIFICATION OF SPILLS

Notwithstanding other requirements of law, as soon as any person responsible for a premises or operation, or responsible for emergency response for a premises or operation, has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging in to stormwater the storm drain system, or waters of the state, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the authorized enforcement agency in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be

ILLICIT DISCHARGE AND CONNECTION STORMWATER ORDINANCE

confirmed by written notice addressed and mailed to the PZC within three business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment the owner or operator of such establishment shall also retain an onsite written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years.

14.0 ENFORCEMENT

14.1 Notice of Violation

Whenever the PZC finds that a person has violated a prohibition or failed to meet a requirement of this Ordinance the authorized enforcement agency may order compliance by written notice of violation to the responsible person. Such notice may require without limitation:

- (a) The performance of monitoring, analyses, and reporting;
- (b) The elimination of illicit connections or discharges;
- (c) That violating discharges, practices or operations shall cease and desist;
- (d) The abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property; and
- (c) Payment of a fine to cover administrative and remediation costs; and
- (f) The implementation of source control or treatment BMPs.

If abatement of a violation and/or restoration of affected property are required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or a contractor and the expense thereof shall be charged to the violator.

15.0 APPEAL OF NOTICE OF VIOLATION

Any person receiving a Notice of Violation may appeal the determination of the authorized enforcement agency. The notice of appeal must be received within fifteen (15) days from the date of the Notice of Violation. A hearing on the appeal before the appropriate authority or his/her designee shall take place within fifteen (15) days from the date of receipt of the notice of appeal.

16.0 ENFORCEMENT MEASURES AFTER APPEAL

If the violation has not been corrected pursuant to the requirement set forth in the Notice of Violation, or, in the event of an appeal, within ten (10) days of the decision of the municipal authority upholding the decision of the PZC, then representatives of the authorized enforcement agency shall enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent or person in possession of any premises to refuse to allow the government agency or designated contractor to enter upon the premises for the purposes set forth above.

ILLICIT DISCHARGE AND CONNECTION STORMWATER ORDINANCE

17.0 COST OF ABATEMENT OF THE VIOLATION

Within sixty (60) days after abatement of the violation, the owner of the property will be notified of the cost of abatement including administrative costs. The property owner may file a written protest objecting to the amount of the assessment within thirty (30) days. If the amount due is not paid within a timely manner as determined by the decision of the municipal authority or by the expiration of the time in which to file an appeal, the charges shall become a special assessment against the property and shall constitute a lien on the property for the amount of the assessment.

Any person violating any of the provisions of this article shall become liable to the town by reason of such violation. The liability shall be paid in not more than 12 equal payments. Interest at the rate of eighteen (18) percent per annum shall be assessed on the balance beginning on the thirtieth (30) day following discovery of the violation.

18.0 INJUNCTIVE RELIEF

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this Ordinance. If a person has violated or continues to violate the provisions of this ordinance, the authorized enforcement agency may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.

19.0 COMPENSATORY ACTION

In lieu of enforcement proceedings, penalties, and remedies authorized by this Ordinance, the authorized enforcement agency may impose upon violator alternative compensatory actions, such as storm drain stenciling, attendance at compliance workshops, creek cleanup, etc.

20.0 VIOLATIONS DEEMED A PUBLIC NUISANCE

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this Ordinance is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken.

21.0 CRIMINAL PROSECUTION

Any person that has violated or continues to violate this ordinance shall be liable to criminal prosecution to the fullest extent of the law, and shall be subject to a criminal penalty of one hundred (\$100.00) dollars per violation per day. The authorized enforcement agency may recover all attorneys' fees court costs and other expenses associated with enforcement of this ordinance, including sampling and monitoring expenses.

**ILLCIT DISCHARGE AND CONNECTION
STORMWATER ORDINANCE**

22.0 REMEDIES NOT EXCLUSIVE

The remedies listed in this ordinance are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the discretion of the PZC to seek cumulative remedies.

23.0 EFFECTIVE DATE

The provisions of this Ordinance, if passed at a Town Meeting, shall become effective fifteen (15) days after publication of the Ordinance, or of a summary thereof, in a newspaper having circulation in the Town of Cromwell, in accordance with the provisions of CGS Section 1 - 157.

Public Hearing held on:_____

Town Meeting held on:_____

Ordinance published:_____

This Ordinance became effective:_____

*Town of Cromwell, CT
Wednesday, October 4, 2017*

Chapter 125. Excavations

§ 125-4. Fees.

- A. Contractors applying for a permit issued pursuant to this chapter shall pay a fee to the Town of Cromwell in the amounts computed by measuring the surface area of such excavation as follows:

- (1) For the first 500 square feet of excavation or fraction thereof, \$10; and \$10 for each additional 500 square feet of excavation or fraction thereof, as indicated below:

Surface Area (square feet)	Permit Fee
Up to 500	\$10
501 to 1,000	\$20
1,001 to 1,500	\$30
1,501 to 2,000	\$40
2,001 to 2,500	\$50
2,501 to 3,000	\$60
3,001 to 3,500	\$70
3,501 to 4,000	\$80
4,001 to 4,500	\$90
4,501 to 5,000	\$100

- (2) The permit fee shall continue in increments of \$10 for each 500 square feet or fraction thereof.

- B. No permit fee shall be required of a private contractor or contractors doing work for the Town of Cromwell or any department, agency or commission thereof when done under the supervision of the Director of Public Works of the Town of Cromwell.

Excavation Permit Fees

The Town of Cromwell presently charges \$10.00 for the majority of Excavation Permits issued (cost based on area being excavated).

In addition, the Town of Cromwell has always waived the fees for Excavation Permits for all utilities (electric, gas, cable, etc.)

[illegible]

LICENSE AND PERMIT REQUIREMENTS – To all contractors working in the Town of Newington

This will summarize the permit process in the Town of Newington. In an effort to avoid confusion and lost time, we have prepared a list of required items. These items must be up to date and properly executed in order for us to issue a permit. If you are not sure about any item, call ahead. Your cooperation will improve the efficiency and is greatly appreciated.

Prior to a permit being issued by this office, contractors must be licensed by the Town and an original bond and insurance certificate must be approved and on file in our office.

The permit process is separated into two categories as follows:

- Excavation: The Excavation permit covers all operations that will require excavation within the Town's rights-of-way, backfilling, and requiring restoration of the surface.
- Driveway, Curb and Walk Layers: Driveway, Curb and Walk Layer permit covers work associated with the installation and/or repair of Driveways, Curbs and Sidewalks, also on Town owned property.

1. CERTIFICATE OF INSURANCE

- a. The **original certificate** of insurance form must be on file in the Engineering Department.
- b. The certificate must list the Town of Newington as an additional insured.
- c. The certificate must contain the following liabilities limits:
Broad Form CGL: \$1,000,000
Auto Liability: \$1,000,000
Worker's Compensation: As required by State Law

2. BONDS

- a. RENEWAL CERTIFICATES AND CONTINUATION BONDS ARE NOT ACCEPTABLE
- b. Bonds must be on the Town's Bond Form. **Original form** must be filed with the Engineering Department. The contractor must file with the Engineering Department a surety Bond of \$10,000 to cover the current calendar year with an expiration date of December 31 of the same year. Note: A separate \$10,000 bond must be provided for each calendar year that the contractor will be working within the boundaries of the Town of Newington.
- c. Bonds must be signed, sealed, and dated by person named on power of attorney and also by the contractor (President or Secretary for Contractors). For corporations, the corporate seal will be required. A Power of Attorney form must be attached to the bond with the same date as the bond. Contractor's name must be printed. At least two witnesses must sign the bond.
- d. All signatures including witnesses must have printed names and titles below signatures.
- e. The bonding company must be approved to do business in the State of Connecticut.

All of the documents listed above must be submitted and approved by the Town Attorney's Office and Risk Manager prior to the issuance of any permits. The approval process will require a minimum of forty-eight (48) hours.

3. LICENSE AND INDEMNITY AGREEMENT (Apply for in person once Bond and Insurance are approved)

- a. A valid "Town License" must be on file with the Engineering Department (Town supplied form).
- b. The fee for the annual license is \$25.00.
- c. All licenses will expire on December 31 of the year they are issued.
- d. An "Indemnity Agreement" form must be on file with the Engineering Department (Town supplied form).

4. PERMIT APPLICATION FORM (Town supplied form, available in the Engineering office)

- a. Each permit will require a completed and signed application.
- b. All excavation, driveway and sidewalk permits require a "Call Before You Dig" number.
- c. All contractors working for the utility companies will be required to provide a work order number for the project.

****Blank "Town Forms" are available in the Engineering Office or at "www.newingtonct.gov/engineering"**

Permit Fee Schedule: Driveway and Sidewalk Permits - \$25 per location
Street Excavation Permits - \$75 per cut

Orange \$25
Waterbury \$150
West Hartford \$150



TOWN OF NEWINGTON

131 Cedar Street Newington, Connecticut 06111

Engineering Department

Tanya D. Lane
Town Manager

***** This authorization letter must be on file in the Engineering office at the start of every new year. Only the person named on the license will be issued permits if this updated letter is not on file.***

LETTER OF AUTHORIZATION

To the Engineering Department – Town of Newington:

_____ of
Print Name Title

Company Name Address

Authorized Signature Date

Do hereby authorize the following person(s) to obtain permits for the above company.

Bond Number: _____

DRAIN LAYER, STREET EXCAVATION, DRIVEWAY, CURB AND WALK LAYER'S BOND

KNOW ALL MEN BY THESE PRESENTS, That, _____

_____ as principal, and _____

_____ as surety,

are held and firmly bound unto THE TOWN OF NEWINGTON, in the sum of Ten Thousand Dollars (\$10,000), lawful money of the United States of America, to be paid to the said THE TOWN OF NEWINGTON, its successors or assigns, for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that whereas the above bound principal may cut an improved pavement or any other portion of a highway or highways, including driveways, or install pipe in the Town of Newington and/or may install driveways, curbs, and walks and

WHEREAS, in the course of the performance of said work, the said principal must excavate and otherwise disturb the existing pavement, earth or any other portion of said highways or highways, and

WHEREAS, the said Town of Newington requires that said principal on the completion of said work shall restore said pavement or any other portion of the highway or Highway Right-of-Way to the condition in which it was before said work was undertaken.

NOW, THEREFORE, if said principal shall well and truly restore said pavement and any other portion of said highway or highways or Highway Right-of-Way as aforesaid and shall indemnify and save harmless the Town of Newington and its Town Manager and his agents from all suits and actions of every name and description brought against said Town or any officers of said Town for and on account of any injuries or damages received or sustained during the performance of said work or in consequence of or resulting from any work performed hereunder or of, or from any negligence in guarding said work, or of or from any act or omission of said principal, His servants or agents: shall faithfully perform said work in all respects and in accordance with all rules and regulations of the Town of Newington and of the Town Manager; and shall guarantee said work in like good condition to the satisfaction of the Town Manager **for a period of not less than one (1) year after completion** against failure caused by defective workmanship or materials and within said period with or without notice to the Principal, repair any portion of such street, shall pay the cost thereof within 30 days, and shall also pay all fines imposed upon him for violation of any such rules or regulations then this obligation shall be void otherwise it will remain in full force and effect.

It is understood that no further permits will be issued under this bond, # _____,
after the current calendar year ending on December 31, 20____.

DATED AT _____, THIS _____ DAY OF _____, 20____.
(Town) (Day) (Month) (Year)

SIGNED, SEALED AND WITNESSED IN THE PRESENCE OF:

Witness

(Signature)

(Printed name)

Principal

BY _____ (SEAL)
(Signature)

(Printed Name)

ITS _____
(Title)

Witness

(Signature)

(Printed Name)

SURETY

BY _____ (SEAL)
(Signature)

(Printed Name)

ITS _____
(Title)

Spina, Louis

From: Discussion list for public works personnel of Connecticut <CTPUBLICWORKS-L@LISTSERV.UCONN.EDU> on behalf of Sylvie Napoli <snapoli@ORANGE-CT.GOV>
Sent: Thursday, September 21, 2017 4:25 PM
To: CTPUBLICWORKS-L@LISTSERV.UCONN.EDU
Subject: Re: [CTPUBLICWORKS] excavation permits

We charge \$25.00

Sylvie Napoli 

Office Manager
Orange Public Works
617 Orange Center Rd
Orange, CT 06477
(203) 891-4712
(203) 891-2185 - Fax

From: Discussion list for public works personnel of Connecticut [mailto:CTPUBLICWORKS-L@LISTSERV.UCONN.EDU] **On Behalf Of** Spina, Louis
Sent: Thursday, September 21, 2017 4:16 PM
To: CTPUBLICWORKS-L@LISTSERV.UCONN.EDU
Subject: [CTPUBLICWORKS] excavation permits

All,

Our town hasn't revisited the fee for permits in many years and would appreciate knowing what other communities are charging. We currently only charge \$10 per cut. Can you please share what your towns charge? And, does the fee increase depending on the size of the area disturbed?

Thanks,

Louis J. Spina, Jr.
Director of Public Works
Town of Cromwell

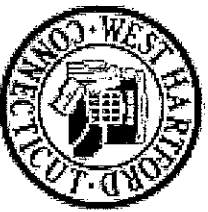
Spina, Louis

From: Discussion list for public works personnel of Connecticut <CTPUBLICWORKS-L@LISTSERV.UCONN.EDU> on behalf of Duane Martin <DuaneM@WESTHARTFORDCT.GOV>
Sent: Thursday, September 21, 2017 4:23 PM
To: CTPUBLICWORKS-L@LISTSERV.UCONN.EDU
Subject: Re: [CTPUBLICWORKS] excavation permits

Louis,

West Hartford charges \$50 per excavation address regardless of size. The permit is only good for 30 days. So permanent restoration at the same location can trigger a second permit for \$50.

Duane J. Martin, P.E.
Town Engineer
Town of West Hartford
Department of Community Development: Engineering Division
50 South Main Street, Room 204 | West Hartford CT 06107 | t 860.561.7539 | f 860.561.7551



From: Discussion list for public works personnel of Connecticut [mailto:CTPUBLICWORKS-L@LISTSERV.UCONN.EDU] On Behalf Of Spina, Louis
Sent: Thursday, September 21, 2017 4:16 PM
To: CTPUBLICWORKS-L@LISTSERV.UCONN.EDU
Subject: [CTPUBLICWORKS] excavation permits

All,

Our town hasn't revisited the fee for permits in many years and would appreciate knowing what other communities are charging. We currently only charge \$10 per cut. Can you please share what your towns charge? And, does the fee increase depending on the size of the area disturbed?

Thanks,

Louis J. Spina, Jr.
Director of Public Works
Town of Cromwell
860-632-3420



City of Middletown

PUBLIC WORKS DEPARTMENT

245 DeKoven Drive, P.O. Box 1300 Middletown, CT 06457

TEL: (860) 344-3407 RECYCLING: (860) 344-3526 FAX: (860) 344-3590

TDD: (860) 344-3521

EXCAVATION PERMIT REQUIREMENTS

Anyone who performs excavation activities within a City of Middletown roadway or Right-of-Way is required to obtain an Excavation Permit from the Public Works Department. Below are the requirements for applying for an Excavation Permit.

- **Insurance Certificate**

No permit for excavation in any highway shall be granted until the applicant files with the Department of Public Works a Certificate of Insurance evidencing Comprehensive Broad Form Liability Insurance including but not limited to contractual, premises and operations, product/completed operations, independent contractors, broad form property damage and bodily injury liability insurance in the minimum amount of \$1,000,000.00 combined single limits, Special Risk insurance covering underground explosion and collapse hazard in the minimum amount of \$1,000,000.00, automobile liability insurance in the minimum amount of \$1,000,000.00 combined single limit, Workers' Compensation Insurance to meet the minimum statutory requirements and Employer's Liability Insurance in the minimum amounts of \$100,000.00 each accident; \$100,000.00 disease-each employee; and \$500,000.00 disease-policy limit. With the exception of Workers' Compensation and Employer's Liability Insurance, said Certificate of Insurance shall name the City of Middletown, its officer, agents, servants and employees as additional insureds. (Ordinance Sec. 262-29, Par. A)

- **Permit Bond**

The applicant shall further file with the Department of Public Works a permit bond in the amount of Ten Thousand Dollars (\$10,000.00) for Five (5) minor excavations which excavations shall be limited to utility lateral connections. Said bond shall expire upon the date indicated on the bond document or upon five (5) minor excavations being completed, whichever occurs sooner. For any extension of a utility into an existing accepted City road, the Director of the Department of Public Works or his duly authorized designee is authorized to set the amount of the permit bond, which bond shall be based upon the estimated amount of the proposed excavations. The permit bond shall be conditioned upon the applicant filling all excavation and restoring the highway in the manner set forth and prescribed in Sec. 262-27 of the Middletown Code of Ordinances. (Ordinance Sec. 262-29, Par. B)

- **Indemnification Agreement**

The applicant shall further execute a hold harmless and indemnification agreement indemnifying The City of Middletown, its officers, agents, servants and employees from any and all liability (including death), damages and costs that result by reason of or in connection with the negligence of the applicant, his/her or its subcontractors, independent contractors, officers, servants, employees, or agents, in the excavation and/or restoration of said highway. (Ordinance Sec. 262-29, Par. C)

- **Document Filing Period**

All such bonds and insurance coverages required by this section shall be in force during the period the permit is in effect. Any renewals shall be filed with the Department of Public works. (Ordinance Sec. 262-29, Par. D)

- **Call-Before-You-Dig**

By State Statute, an active Call-Before-You-Dig Location Request Number is required before a municipality can issue an Excavation Permit. A Location Request Number can be obtained by calling the Call-Before-You-Dig central clearinghouse at 1-800-922-4455. You will be requested to give the clearinghouse information about the exact location of the proposed excavation site.

- **Permit Fee**

The fee for an Excavation permit is \$20.00 per excavation site. Cash or Check, made out to The City of Middletown is acceptable. Registered public utilities and excavations pertaining to City of Middletown projects may have this fee waived upon prior approval.

- **Inspections and When/Where to Apply for a Permit**

Contact the Conformance Inspector, Rick Romano, at 860-344-3532 for information and/or inspections required in conjunction with an Excavation Permit. Generally, permits are issued Monday through Friday, between 8:30 – 9:00 A.M. and 4:00 – 4:30 P.M. excluding holidays. The application for an Excavation permit will be made in the Engineering Division Office of the Public Works Department, Room 210, Municipal Building, 245 DeKoven Drive, Middletown, CT 06457.

- **Additional Information**

Please contact the Engineering Department at 860-344-3412 for questions pertaining to the Excavation Permit. Applicants should be familiar with the Middletown Code of Ordinances, specifically Chapter 262, as it applies to the application and issuance of an Excavation Permit.

William J. Russo, Director of Public Works

Date

APPLICATION FOR PERMIT TO MAKE EXCAVATION IN STREET

Date: _____

To The Department of Public Works:

The undersigned hereby applies for permission to make excavation in _____

_____ Street at _____

_____ for the purpose of _____

The undersigned agrees to conform to all Ordinances, Rules and Regulations concerning excavations in any street or highway in the City of Middletown and to execute the work under the supervision of the Department of Public Works and to become responsible to the City of Middletown for any and all damages that may result to any person or property for which the City of Middletown would be liable, by reason of the construction or existence of said excavation; also, if from any cause the Department of Public Works, or its agents, deem it necessary to do any work in restoring the filling, street surface or any portion of the excavation, at any tie, before the repaving is finally done and accepted, to pay the cost of such work within thirty days.

Permit No. _____

Applicant

C.B.U.D Auth. # _____

Applicant Phone #

INDEMNIFICATION AGREEMENT

Pursuant to Sec 25-28 Bonds and Insurance Required Prior to Issuance of Permit, Chapter 25
of the Middletown Code of Ordinances, _____
Contractor

Herein after referred to as the CONTRACTOR, its officers, agents, servants and employees to the fullest extent permitted by law, agrees to indemnify and hold harmless the City of Middletown, its officers, agents, servants and employees against any and all liability(including death) judgments, damages, costs, expenses, attorney's fees and other loss, and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property that result by reason of or in connection with the negligence of the CONTRACTOR, its subcontractors, independent contractors, officers, agents, servants, employees or agents in the excavation and/or restoration of the City of Middletown highway.

IN WITNESS WHEREOF, I have hereunto set my hand and seal.

Signed, Sealed and Delivered in the Presence of:

Witness

Signature

Witness

Print Name

It's Duly Authorized

Position in Company

Date

Subscribed and Sworn to before me, the undersigned officer, this _____

day of _____, 20 ____.

Commissioner of the Superior Court
Notary Public
My Commission Expires:

TOWN OF HADDAM

LAND USE AND COMMISSION FEE SCHEDULE

Per Section 52.8 of Town Ordinance

LAND USE AND ZONING OFFICE

ZONING PERMIT FEE	\$85.00	(\$60.00 State Fee included)
ZONING PERMIT FEE - NEW DWELLING	\$135.00	(\$60.00 State Fee included)
EROSION & SEDIMENTATION BOND	\$500.00	For all New Dwellings
DRIVEWAY PERMIT FEE	\$25.00	
DRIVEWAY BOND	\$1,000.00	

PLANNING AND ZONING COMMISSION

SUBDIVISION APPLICATION: FEE PER LOT	\$135.00	(\$60.00 State Fee included)
SUBDIVISION APPLICATION: MINIMUM FEE	\$210.00	(\$60.00 State Fee included)
SPECIAL PERMIT APPLICATION FEE	\$75.00	
SITE PLAN REVIEW FEE	\$50.00	
CHANGE OF ZONING OR ZONING MAP FEE	\$25.00	

ZONING BOARD OF APPEALS

APPLICATION FEE FOR VARIANCE	\$75.00	
APPEAL OF ORDER OR DECISION FEE	\$75.00	

INLAND WETLANDS COMMISSION

INLANDS WETLANDS APPLICATION FEE	\$110.00	(\$60.00 State Fee included)
INLANDS WETLANDS SIGNIFICANT ACTIVITY FEE	\$35.00	PER EACH 1,000 SQ FT OF DISTURBED AREA
INLAND WETLANDS RENEWAL OF PERMIT FEE	\$25.00	
PETITION TO AMEND MAP	\$450.00	



TOWN OF BERLIN

Department of Public Works

240 Kensington Road • Berlin, CT 06037

Office (860) 828-7022 • Fax (860) 828-7180

RE: Public Right of Ways Construction Activity

Please be advised that the Public Works Department, in conjunction with the Berlin Police Department, would like to familiarize all Contractors proposing to work within the Public Right of Way of the licensing and permit requirements required to be completed prior to the start of your work within the Public Right of Way.

All Contractors (including those sub-contracted through Public Utility Companies) must become licensed with the Public Works Department prior to applying for a "Right of Way Permit". This license requires the submission of an Insurance Certificate and Bond as outlined in Section 14 of the Town of Berlin Municipal Code.

Contractor's Licenses must be renewed each and every calendar year.

Permitted work includes all work within the pavement, curb, driveway, sidewalk, and grassed shoulder of the Public Right of Way. Furthermore, work involving the installation or repair of storm sewers, sanitary sewers, and water mains requires the Contractor to demonstrate that he/she currently holds the appropriate Trade License as defined by the State of Connecticut Department of Consumer Protection.

Construction activities requiring the removal of roadway pavement and/or pedestrian sidewalks will require the Contractor to submit a \$1,200.00 cash Performance/Maintenance Security Bond. This Bond will be returned to the Contractor following the restoration of the work as outlined in the Municipal Code.

The Public Works Department reserves the right to review any, and all, applications for permits to work within the Town Right of Ways for up to seven business days. Full disclosure from the Contractor regarding the proposed mapping should be furnished with the application for review.

Upon issuance of the permit by the Public Works Department, the CONTRACTOR MUST NOTIFY THE BERLIN POLICE DEPARTMENT 24 HOURS IN ADVANCE OF THE COMMENCEMENT OF THE WORK AT: 860-828-7080.

* All work must commence within 14 days of the issuance of the permit.

Failure to obtain a permit prior to commencing work for which a permit is required (excluding emergency work) shall result in the imposition of a late fee in the amount listed in the Town Fee Schedule, in addition to the normal permit and licensing fees. Continued failure to comply shall result in the loss of Town licensing and permitting privileges within the Public Works Dept.

The Public Works Department, 2014

Application for License to Work within the Towns "Right of Way"

Date: _____

New License _____ Renewal _____ Permit(s) _____

Applicant: _____
Print Name Signature

Address: _____

City/State/Zip _____

Telephone contacts:

Work: _____ Contact _____

Home: _____ Contact _____

Fax: _____

License number with State _____

Do you have your required updated insurance? _____
Public Liability/ Surety Bond

Contractor agrees to abide with all insurance requirements and 60 day bond cancellation notice.

Authorized Signature

Fees

License or renewal \$50.00 _____

Permit- Driveway \$25.00 _____

CBYD # _____

Permit- Excavation \$50.00 _____
(Addtl \$ 1.00 per foot over 25')

CBYD # _____

Late Fee(s) \$100.00 (Per incident)

Total \$ _____

Town License Number _____

Bond # _____

CONTINUOUS BOND within the TOWN of BERLIN

Know all men by these presents, that _____ as principal, and _____ as surety, are held firmly bound unto the Town of Berlin, in the sum of TWO THOUSAND FIVE HUNDRED and 00/100ths DOLLARS (\$2,500.00), lawful money of the UNITED STATES OF AMERICA, to be paid to the said Town of Berlin, its successors or assigns, for which payment well and truly be made, we bind ourselves, our heirs, executors, administrators, successor, and assigns, jointly and severally firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the above bounden principal has been issued by the Town of Berlin, a permit, lease, official agreement of authorization to perform work on, about or adjacent to the public right of way within said town as is or may be particularly specified in said permit(s), to which permit(s) reference is hereby made are part hereof; and Whereas, the said principal has undertaken and does hereby agree to comply with all rules, regulations and restrictions of said Town of Berlin in regard to said permit(s).

NOW, THEREFORE, if the said principal shall well and truly keep and perform during said term, all the terms and conditions of the ordinances of the Town of Berlin, regulating work within a public right of way and shall indemnify and save harmless the Town of Berlin and its agents from all suits and actions of every name and description brought against said Town, or any officers of the said Town, for or on account of any injuries or damages received or sustained by any person in consequence of or resulting from any work performed by said principal, (his) (her) (their) (its) servants or agents, or, of, or from any negligence in guarding said work, or, of, or for any act or omission of said principal, (his) (her) (their) (its) servants or agents, said faithfully perform said work in all respects, and shall also guarantee his work for a period of 18 months after completion, against all failure caused by defective workmanship and will make good such defects within 30 days after being ordered to do so by the Town, and shall be completed to the satisfaction of the Town Engineer, and shall comply in all respects with the rules and regulations established relative to such work, and with the terms of the permits that may be issued to him, and shall also pay any fines imposed upon him, and shall also pay all fines imposed upon him for violations of any such rule or regulations, then this obligation shall be of no effect, otherwise, it shall remain in full force and virtue.

In the event the work is not completed within the said 30 days, the Town is authorized to either do the work itself, or contract for said work to be done, and same will be paid for by the contractor.

SIGNED AND SEALED, and dated at _____, this _____ day of _____

(Witness) Printed Name

(Witness) Signature

(Witness) Printed Name of Surety

(Witness) Signature of Surety

Principal Printed Name

By: _____
Signature of Principal

Surety Company Name

By: _____
Signature, Duly Authorized

Printed Name, Title, Duly Authorized

Surety Contact Phone Number



TOWN OF BERLIN

Department of Public Works

240 Kensington Road • Berlin, CT 06037

Office (860) 828-7022 • Fax (860) 828-7180

RIGHT-OF-WAY EXCAVATION PERFORMANCE/MAINTENANCE \$1,200 (REFUNDABLE) SECURITY BOND RECORD

DATE: _____

PROJECT LOCATION/ADDRESS:

CONTRACTOR NAME (COMPANY), ADDRESS and PHONE NUMBER:

I do hereby acknowledge that due to administrative costs, no interest will be added to my funds being held for the above project.

Contractor will be notified prior to the Town utilizing any portion of the Security Bond fee for repair work to the Right-of-Way.

By signing below, I agree to the above statements.

Contractor Signature

Town License Number

Witness

Permit - Excavation in public right of way (25' or less in length) includes refundable \$1,200 security fee (returned upon acceptance of permanent patch by Dept. of Public Works. The Water Control Commission and Connecticut Natural Gas are exempt from the \$1,200 security fee. Kensington Fire District, Worthington Fire District, Cable Companies, CL&P/NU, and Yankee Gas will be limited to a maximum \$5,000 permanent patch security fee (per calendar year), or until proof of a permanent patch contract is in place (and accepted) by the Dept. of Public Works as adopted by Public Hearing and Town Council 2/26/08.



Engineering

- Inland Wetlands and Watercourses Application: \$105 (if public hearing, \$155)
- Licensing & Bonding for Contractors: \$75 new, \$50 renewal
- Excavation Permit: \$40
- Erosion Control Certification: No fee (Inland Wetlands Commission, through Engineering)

Wethersfield Town Hall

5 Silas Deane Highway
Wethersfield, CT 06109
(860) 721-2800
Get Directions

Mon.-Fri. 8 a.m. to 4:30 p.m.

HOME ENGINEERING STREET EXCAVATION PERMIT

All work performed within the Town of Rocky Hill right of way requires a Street Excavation Permit issued by the Engineering Department. This includes work performed by every entity (contractor, utility, resident) with the exception of the Town Highway and Parks departments. Permits may be obtained at the Town of Rocky Hill Engineering Department, 761 Old Main Street, Room 219. A copy of the permit and bond form is available for download.

All contractors performing work within the Town of Rocky Hill rights of way shall be licensed and insured and post a bond. The original certificates of such insurance and bond shall be filed with the Engineering Department and shall be subject to the approval of the Town for adequacy of protection.

The certificate must name The Town of Rocky Hill as and additional insured.

The contractor must notify the Town of cancellation or change at least thirty (30) days prior to the effective date of such cancellation or change.

FEE: \$50 per location

Bond Requirements

Prior to the issuance of a permit, the permittee must deposit with the Town a Bond in the amount of \$10,000. All bonds are to be in place for a period of two (2) years. Acceptable forms of bond include individual surety bond, blanket surety bond or cash. Bonds must be signed, sealed and dated by person named on power of attorney and by the contractor.

Insurance Requirements

A. Commercial General Liability Insurance

Broad form commercial general liability coverage naming the Town as additional insured, written on a "per occurrence" basis with an aggregate cap no less than 3 times the require limit:

\$1,000,000 each occurrence bodily injury to or death of all persons

- \$1,000,000 property damage covering premises and operations liability
- \$1,000,000 personal and advertising injury each occurrence
- \$1,000,000 bodily injury/property damage aggregate limit
- \$1,000,000 completed operations and products liability

B. Commercial Automobile Insurance

Commercial Automobile Insurance, which shall cover the operation of all motor vehicles, owned by the Contractor. Such insurance shall also cover the hired and non-owned autos of the Contractor and the amounts of such insurance shall be in the following minimum limits:

- \$1,000,000 each accident bodily injury to or death of all persons
- \$1,000,000 property damage each accident
- \$1,000,000 hired and non-owned autos
- \$1,000,000 bodily injury/property damage aggregate limit

C. Worker's Compensation and Employer's Liability Insurance

Contractor shall carry workmen's compensation insurance in accordance with the requirements of the laws of the State of Connecticut.

Call Before You Dig

Prior to the issuance of a permit, the permittee must provide a Call Before You Dig Number on each individual permit application.

Inspection

Call the Engineering Department at 860-258-2766 twenty four (24) hours prior to construction to arrange for an inspection.

AGREEMENT IS BETWEEN TOWN OF CROMWELL
AND THE TOWN OF ROCKY HILL
FOR MAINTENANCE OF A PORTION OF
COUNTY LINE DRIVE LOCATED IN CROMWELL

This Agreement made an entered at Cromwell, Connecticut, this _____ day of _____, _____ by the Town of Cromwell, a municipality located in the County of Middlesex, State of Connecticut, hereinafter referred to as "Cromwell" and the Town of Rocky Hill, a municipality located in the County of Hartford, State of Connecticut, hereinafter referred to as "Rocky Hill." Cromwell and Rocky Hill are collectively the "Parties."

WITNESSETH

WHEREAS, the Town Council of the Town of Cromwell and the Town Council of the Town of Rocky Hill find that the realignment of County Line Drive in Cromwell with Route 3 in Rocky Hill, would be a benefit to residents of both communities and would promote the public safety and general welfare of the public in both towns; and

WHEREAS, the State has approved the design of County Line Drive for inclusion in the Urban Systems Design Program as authorized by General Statutes §§13a-98, as revised; and

WHEREAS, Cromwell and Rocky Hill have both agreed to the inclusion of County Line Drive in the Transportation Improvement Program (TIP); and

WHEREAS, Cardinal Engineering Associates, Inc. of Meriden Connecticut, has been retained to design the construction of County Line Drive in Rocky Hill; and

WHEREAS, completion of construction by the Town and/or assigned construction contractor is anticipated in 2017.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Cromwell and Rocky Hill agree to the following:

1. This agreement pertains to that portion of the road to be constructed in Rocky Hill as the realignment of County Line Drive from Cromwell to Rocky Hill, extending from the point in County Line Drive at the boundary between Cromwell and Rocky Hill to the point at which County Line Drive in Cromwell intersects with Route 99, a distance of approximately nine hundred (900) feet. Said road is shown on plans entitled "_____", and "_____" and on file in the offices of the Cromwell Public Works Department.

2. Upon completion of construction of County Line Drive in the Town of Rocky Hill, in accordance with the plans and specifications prepared by Cardinal Engineering Associates, Inc., Rocky Hill agrees to take the necessary action to lawfully accept that portion of County Line Drive as a Rocky Hill town road.
3. As of the effective date of the acceptance of County Line Drive as a Rocky Hill town road, the Town of Cromwell agrees to take responsibility for the routine maintenance of County Line Drive, including: snow removal, pavement marking and curb cleaning and repair, painting lane markings, cleaning and repairing all storm water drainage structures including catch basins, manholes, storm water management pond and other appurtenances.
4. Cromwell shall, through use of its own forces or independent contractors, keep said road free and clear of snow and ice for the safe use by the public.
5. Cromwell shall, through use of its own forces or independent contractors, keep said road in good condition for use by the public.
6. General Statutes § 13a-149 provides for liability of a Town for injury or damage caused by means of a defective road or bridge which the Town is bound to keep in repair. Cromwell hereby agrees that it is the town responsible for County Line Drive's repairs under this statute and takes legal responsibility for same provided that Rocky Hill delivers to the Cromwell Town Manager within three (3) business days, a copy of any notice of damage or injury filed in Rocky Hill pursuant to Section 13a-149. Upon receipt of such notice, Cromwell also agrees to hold Rocky Hill harmless from any expense, loss, liability or damage due to any defect in the portion of County Line Drive in Rocky Hill to be maintained by Cromwell pursuant to this Agreement.
7. Nothing in this Agreement shall be deemed to be a waiver by Rocky Hill of any ordinance, rule or regulation of said town, its boards or commissions.
8. The parties shall attempt on their own to resolve any disputes which may arrive concerning the interpretation of this Agreement. If the parties are not able to resolve a dispute, the dispute may be referred to binding arbitration by the American Arbitration Association (AAA) at the initiation of either party by written notice, to the other party. The AAA rules governing its commercial arbitration, then in effect, shall apply and the decision shall be binding upon both parties. Each party shall bear the cost of its witnesses, attorneys, fees and other costs of presenting its case. Each party shall pay one half of the cost for the AAA.
9. In the performance of this Agreement, discrimination shall not be permitted by or against any person because of race, color, religious creed, age, sex, marital status, national origin, ancestry

or physical disability in any manner prohibited by the laws of the United States or of the State of Connecticut.

10. This agreement shall remain in full force and effect in perpetuity unless modified by a writing signed by both Parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of the date first written above and their respective seals hereto affixed.

WITNESS:

TOWN OF CROMWELL

BY: _____

Anthony J. Salvatore, Town Manager

Duly Authorized

TOWN OF ROCKY HILL

BY: _____

John Mehr, Interim Town Manager

Duly Authorized



M E M O R A N D U M

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

FROM: Kari L. Olson

DATE: October 3, 2017

RE: Deed Restrictions on Public Lands

We have been asked to opine as to whether a self-imposed deed restriction prohibiting the sale of public property "forever" would be effective. We understand that the land in question is not being reserved for any general public purpose and is not currently subject to a deed restriction. Based upon these facts and, as set forth below, for several reasons, we do not think such a restriction would be "forever" enforceable and could raise constitutional issues for the Town.

First, all deed restrictions are releasable. A future town council could vote to release the restriction and sell the land (assuming all other conditions for a sale of public land were met).

Second, the law abhors restrictions that would forever prohibit the alienation of property rights. Below is an excerpt from a treatise on the relevant law:

At the very root of American property law is the concept of alienation, or the right of an owner of property to freely transfer real property. Some of the earliest cases in American jurisprudence support this notion: "It is a first principle of the law, that he who has a right to property, has the right to dispose of it, whether by grant or devise, as he may deem proper"

American courts universally recognize that restraints on alienation of real property are disfavored in law, and this modern-day policy can be traced to the early English common law. In eleventh-century England, real property was held under the feudal system, in which the Crown was the ultimate landowner and permitted lords to possess large parcels of land and in turn divide their holdings among their own tenants, none of which had power to convey their property without the consent of their respective landlords. This system, which kept the bulk of the Kingdom's wealth in the hands of the Crown and a few powerful lords, was a source of discontent

to many of the subjects of the realm. Though it is unclear what policy the early English courts were pursuing with regard to the alienability of property, the rules devised by the medieval common law courts over the next several centuries had the effect of promoting free alienability of land. Modern law has elaborated on these principles, and has evolved to the point where unreasonable restraints on the alienation of real property are widely disfavored by the courts.

Restraints on alienation are manifested in a variety of drafting methods, but are generally provisions in an instrument of conveyance which prohibit the grantee from selling or transferring the property which is the subject of the conveyance. As discussed *supra* and *infra*, these restraints are widely disfavored by courts today.

s 16.02. BACKGROUND ON RESTRAINTS ON ALIENATION, 2012 WL 8018469.

Finally, we understand that there is no proposed public use for the land in question. Thus, to the extent that the proposed restriction serves no general public purpose (i.e., would do nothing more than provide a desirable buffer to a few abutting property owners), we would be concerned that such a restriction might constitute an indirect public emolument. The Connecticut Constitution provides that “no man or set of men are entitled to exclusive public emoluments or privileges from the community.” Conn. Const. Art. I, § 1. Thus, to restrict the Town’s right to alienate the land in question for the benefit of a few may be challengeable as an unconstitutional emolument.

Conclusion

For all of these reasons, we do not believe that such a restriction would be advisable, much less would it likely be deemed valid “forever.”

Date: September 12, 2017

TO: Honorable Mayor Enzo Faienza

41 West Street

Cromwell, CT 06416

Subject: Senior Advisory Board

Honorable Mayor Enzo Faienza,

It has come to attention that the Senior Advisory Board does not have enough members set by the charter. I am requesting that you appoint me to the Advisory Board to help serve the seniors of Cromwell.

I am retired now but when I was part of the work force, I was Postmaster of New Britain and oversaw 150 employees as well as dealt with budgets, operations and community. I am also Deputy Grand Knight in Cromwell for the Knights f Columbus as well as overseeing the Programs that the Knights do in town. I have also served on the St. John Picnic committee and has been a co-chairperson for the last three years. I can bring a lot of knowledge to the Senior Advisory Committee.

Please consider this request, thank you

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael Parent', with a stylized flourish at the end.

Michael Parent

5 Rosewood Lane

Cromwell, CT 06416-1630

TE: (860) 316-8018

u

09-20-17A10:46 RCVD

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

RECEIVED FOR FILING
9-20-2017 at 10:46AM
TOWN CLERK'S OFFICE
CROMWELL, CONN.

L. L. L. L.
TOWN CLERK

MINUTES

Present: Mayor E. Faienza, Deputy Mayor R. Newton, E. Wengers,
S. Slade, A. Waters, T. Tokarz
Absent: F. Emanuele (due to a school function)
Also Present: Chief of Police D. LaMontagne, Director of Public Works L. Spina,
Director of Finance M. Sylvester, Labor Attorney K. Weinstock, Public and Press

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE

Ed Wengers led the Pledge of Allegiance.

C. APPROVAL OF AGENDA

Mayor Faienza asked that the agenda be amended:

Ca. EXECUTIVE SESSION

2. Negotiation Strategy
 - a. Police Union sick leave pool.
 - b. Action

E. CITIZEN'S COMMENTS (Move to after approval of agenda)

(M. NEW BUSINESS) Moved from later in the agenda.

1. Union Grievance -UE-222
 - a. Step 3, Kevin McKnight

M. NEW BUSINESS

5. Approve Resolution authorizing Town Manager, Anthony J. Salvatore to sign the Personal Services Agreement for financial assistance to the Cromwell Landing Park Project, STEAP GRANT #2011-19.

O. APPOINTMENTS

4. Planning and Zoning
 - a. John Keithan, alternate, Term expires November 2017

P. RESIGNATIONS

1. CWPCA
 - a. Ken Slade

Motion made by R. Newton seconded by S. Slade and *unanimously carried* to approve amending the agenda.

Motion made by S. Slade seconded by R. Newton and *unanimously carried* to approve the agenda as amended.

E. CITIZEN'S COMMENTS (Moved from later in the agenda)

1. J. Hasbrouck, Nooks Hill Road-Spoke regarding item M4. Letter attached from A. Caruso regarding the same.
2. L. Polke, Harrison Drive-Spoke regarding Library Hours. Letter attached from J. Slifer regarding the same.
3. L. Pentlicki, Nooks Hill Road-Spoke regarding item M4
4. L. Ouellette, Evergreen Road-Spoke regarding item M1.
5. A. Pentlicki, Nooks Hill Road-Spoke regarding item M4.
6. R. Waters, South Street-Spoke regarding various issues.

Ca. EXECUTIVE SESSION

2. Negotiation Strategy

a. Police Union sick leave pool.

b. Action

Motion made by R. Newton seconded by A. Waters and *unanimously carried* to go into Executive Session at 7:20 p.m.

Town Manager Salvatore, Chief D. LaMontagne and Labor Attorney K. Weinstock were invited into Executive Session.

Motion made by R. Newton seconded by A. Waters and *unanimously carried* to come out of Executive Session at 8:07 p.m.

Motion made by R. Newton seconded by E. Wenners and *unanimously carried* to authorize the Town Manager to sign a Memorandum of Understanding for voluntary sick leave donations with the Cromwell Police Union.

M. NEW BUSINESS

1. Union Grievance -UE-222 (moved to beginning of agenda)

a. Step 3, Kevin McKnight

Union Representative Sherry Bryant presented the union's side of the grievance.

Public Works Director L. Spina presented the town's side of the grievance.

A lengthy discussion was held with questions asked by the Councilors.

Labor Attorney K. Weinstock was present to counsel the Town.

K. McKnight addressed the Council stating that he was sorry and didn't intend any malice.

Motion made by R. Newton seconded by E. Wenners and *carried* to rescind two days of the suspension and uphold a 1 day suspension.

Aye: T. Tokarz, A. Waters, E. Faienza, R. Newton, E. Wenners

Nay: S. Slade

Motion carries

D. COMMISSION CHAIRMAN REPORTS/LIASON REPORT

Board of Education - P. Sousa updated the Council on recent Board of Education activities.

E. CITIZEN COMMENTS (moved to after Approval of Agenda)

F. MAYOR'S REPORT

Mayor Faienza reported on the following items:

- The Evergreen Hill Park Walking Trail is open.
- The Pension Committee update.
- Town Hall Dress Down Day was held for Hurricane Relief.
- A Back-to-School Drive was held by Billy Prevette.
- State Rep. Carpino was able to get a grant for 150 School Bags; they were presented to the Youth Service Department for the back-to-school program.
- A Grand Opening is scheduled for Fibre Dust on New Lane on September 19th at 4:00 p.m.
- Al Floyd of Floyd Manufacturing is the recipient of NAACP's 2017 one of twenty-five most influential African American Men and Women.
- He is working with Recreation Director C. Rusack planning the Annual Christmas Tree Lighting which will be held on Saturday, December 2nd at 4:30 p.m.
- He and staff continue to monitor the State Budget.
- The Cromwell Division of the Chamber is meeting tomorrow at 7:45 at the Mattabassett District.
- He presented American Legion Commander L. Gagnon's letter regarding Valour Green.
- Informed the Council that Ed Wasicki donated the model of the USS Constitution to the Town, which is displayed under the Arch Window on the 1st floor.

G. TOWN MANAGER'S REPORT

Town Manager Salvatore reported:

- Introduced Sean Hughes to the Council. Sean is interning with the Town for two months.
- The Evergreen Hill Park Walking Trail is in; plans are in the works for a trail from Willowbrook up the hill.
- The Haughton, Gorski and Gilead Suits are status-quo. The Town hasn't received anything formal in regard to Office Alicia.
- The Fire District is looking to add equipment to the Town Hall Tower to increase coverage throughout the town.
- Yuriko Danaher was hired to fill the vacant Office Assistant/Floater position in the Town Manager's Office.
- Interviews will be held shortly for the part-time Human Resources Coordinator and the Building Superintendent.

- Interviews have been held for the Youth Services Coordinator.
- They are trying to clear up confusion on whether the Town or Board of Education owns the Little League Fields.
- Presented updates from Jon Harriman regarding Capital Improvement Projects and Stuart Popper regarding an EDC update. (Attached to minutes)

H. CHIEF OF POLICE'S REPORT

Chief LaMontagne reported:

- The Monthly Incident Reports were distributed for July and August.
- Officer Mitchell Brooks will complete his Field Training Program on October 4th.
- Officer Ryan Wobrock will graduate from the Academy on September 19th.
- Distracted Driving Enforcement Series was done.
- On August 31st a DUI Check-point was held.
- Over two weekends they worked on the river with the Coast Guard; Sgt. Kogut participated in the patrol to enforcement State infractions. Chief LaMontagne gave kudos to Sgt. Kogut for the good work he does.
- Donations for Hurricane; P.D. was happy to participate and reached extra deep in their pockets both to help the hurricane victims and because the Mayor and Town Manager pledged to match all donations.

I. PUBLIC WORK DIRECTOR'S REPORT

Public Works Director Spina reported:

- Pavement Management - Ranney Rd, Timber Hill Rd and Evergreen (Washington to Shunpike) is scheduled to be milled and resurfaced beginning the last week of September/first week of October.
- Evergreen Hill Park - (aka Hoffman Hill) - walking trail is complete.
- Valour Green - progressing nicely, American Legion is currently in the fundraising stage and should begin installing pavers soon.
- Building Maintenance Supervisor - panel of facility professionals completed the first round on Tuesday and expect to schedule interviews for the top candidates next week.

J. FINANCIAL

1. Tax Refunds

Motion made by A. Waters seconded by S. Slade and *unanimously carried* to approve tax refunds 1-8.

2. Discussion and action to waive the RFQ/RFP process and authorize Mesirow Financial, represented by Richard Thivierge and John Healey, to provide the underwriting services for the Town of Cromwell for the purpose of financing capital needs.

Finance Director M. Sylvester presented the item.

Motion made by R. Newton seconded by S. Slade and *unanimously carried* to waive the RFQ/RFP process and authorize Mesirow Financial, represented by Richard Thivierge and John Healey, to provide the underwriting services for the Town of Cromwell for the purpose of financing capital needs.

K. FINANCE DIRECTOR'S REPORT

Finance Director Sylvester reported:

- Budget Reports for F/Y 17/18 and 16/17 were included in the packet.
- They are in the final stages of closing out the 16/17 budget.
- Operating surplus roughly in the neighborhood of one-million dollars.
- They were careful budgeting State Aid; hopefully that will carry us through.
- We are expected to maintain a two month operating expense in fund balance to keep our AAA rating.

L. STAFF REPORTS

None

M. NEW BUSINESS

1. *Union Grievance -UE-222 (moved to beginning of agenda)*
 - a. *Step 3, Kevin McKnight*

2. Discussion and action to accept property on Field Road.

Town Manager Salvatore presented the item.

Motion made by E. Weners seconded by R. Newton and *unanimously carried* to accept the property on 113 Field Road 00239400 at no cost to the town.

3. Discuss proposal of a joint effort with Portland for Fireworks.

Town Manager Salvatore presented the item.

The Councilors each had a chance to state their opinion.

Motion made by S. Slade seconded by A. Waters and *carried* to move forward and open up discussions on a joint effort with Portland for Fireworks.

The consensus of the Council was to leave it up to the Mayor to create a sub-committee.

Aye: T. Tokarz, A. Waters, E. Faienza, R. Newton, S. Slade

Nay: E. Weners

Motion carries

4. Discussion only on 35 Nooks Hill Road town owned property.

This item was placed on the agenda at the request of Councilor Slade who was approached by residents asking to have 35 Nooks Hill Road permanently designated as open space.

A discussion followed whether the Council has the authority to declare permanent open space status.

The Town Manager was tasked with obtaining a legal opinion on the matter.

5. Approve Resolution authorizing Town Manager, Anthony J. Salvatore to sign the Personal Services Agreement for financial assistance to the Cromwell Landing Park Project, STEAP GRANT #2011-19.

Town Manager Salvatore presented the item.

Motion made by R. Newton seconded by S. Slade and *unanimously carried* to approve Resolution authorizing Town Manager, Anthony J. Salvatore to sign the Personal Services Agreement for financial assistance to the Cromwell Landing Park Project, STEAP GRANT #2011-19.

N. APPROVAL OF MINUTES

1. Special Meeting June 14, 2017

Motion made by R. Newton seconded by E. Wenners and *unanimously carried* to approve the minutes of June 14, 2017.

2. Special Meeting June 28, 2017

Motion made by E. Wenners seconded by A. Waters and *carried* to approve the minutes of June 28, 2017.

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

3. Regular Meeting July 12, 2017

Motion made by E. Wenners seconded by A. Waters and *carried* to approve the minutes of July 12, 2017.

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

4. Special Meeting August 23, 2017

Motion made by R. Newton seconded by E. Wenners and *unanimously carried* to approve the minutes of August 23, 2017.

5. Special Meeting August 29, 2017

Motion made by R. Newton seconded by E. Wenners and *unanimously carried* to approve the minutes of August 29, 2017.

O. APPOINTMENTS

1. Mattabassett District

a. Doug Sienna, Reappointment, Term expires September 2020

2. Senior Services Commission

a. Luella Landis, fill vacancy, Term expires April 2019

3. Board of Appeals

a. Roy Rowland, to fill vacancy, term expires November 2017

4. Planning and Zoning

a. John Keithan, alternate, Term expires November 2017

Motion made by A. Waters seconded by T. Tokarz and *unanimously carried* to approve appointments 1-4.

P. RESIGNATIONS

1. CWPCA

a. Ken Slade

Motion made by R. Newton seconded by S. Slade and *unanimously carried* to accept Mr. Slade's resignation with thanks.

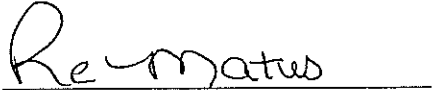
Q. TOWN COUNCIL COMMISSION LIAISON REPORTS

S. Slade-Thanked Fire Commissioner Bob Donahue for planning Monday's 911 Ceremony.

R. ADJOURNMENT

Motion made by S. Slade seconded by R. Newton and *unanimously carried* to adjourn the meeting at 10:55p.m.


Respectfully submitted,

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

Re Matus
Secretary

**Engineering Department
Town of Cromwell
Cromwell, CT**

Memorandum

To: Athony Salvatore –Town Manager
cc: Lou Spina – Director of Public Works
From: Jon Harriman 
Date: 9/8/2017
Re: Capital Improvement Projects Status Update

Raymond Place Project:

Contractor is completing driveways and applying finishing touches to restoration work and punch list. Driveways should be completed within the next two weeks (there are 146 of them).

Willowbrook Road:

Bids were opened Friday September 8th – Baltazar is the apparent low bidder. Construction to begin this fall with the replacement of the culvert carrying Willow Brook under Willowbrook Road.

Reconstruction of Coles Road:

A public information meeting was held on Tuesday September 5th. 30% design plans will be forwarded to DOT District 1 for comment. Construction is anticipated in 2019.

North Road Extension culvert over Coles Brook:

The DOT is preparing the contract with Cardinal Engineering – negotiations have been completed. Design of the replacement culvert to start soon – anticipate construction in 2019.

Lower Main Street – new entrance to Frisbee Park

The curb cut has been approved by DOT. An area of the park needs to be graded to take correct uneven terrain – it is close to wetlands and in the flood plain. Town staff will be bringing the proposal to grade this area flat to the inland wetlands commission and Planning & Zoning this month.

Library Renovation/Expansion

Town staff will be holding an internal meeting on September 8th to discuss possible changes to the conceptual layout prior to giving the architect a notice to proceed with construction plans.

Valor Green

Public works has completed the work that will now allow the American Legion to install the paver walk and area surrounding the flag pole.

Evergreen Park Walking Trail

Public works has completed the walking trails through the wooded area of the park.

Salvatore, Anthony

From: Popper, Stuart
Sent: Monday, September 11, 2017 4:40 PM
To: Salvatore, Anthony
Subject: EDC Update

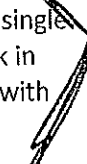
Hello Tony,

Cromwell Landing Park

The BSC Group has finished the fieldwork for the bathometric survey and is putting it to paper this week. They plan on having the analysis done for the rebuilding of the sea wall with brown stone by 9/22. This analysis should be sufficient for them to generate plans and cost figures for the construction of the wall and to have a preliminary meeting with DEEP Officials to discuss permits. Once we have the plan and details for the sea wall we will meet with Eversource to discuss the possible acquisition of brown stone from their nearby property.

Property on Field Road

The former Milane Property on Field Road was purchased by the Carrier Group for the future development of 75 single family homes. The Zone Change for the property was approved in July by the PZC. The Carrier Group will be back in front of the PZC with their Special Permit and Site Plan application in the late fall or early winter. Please confirm with Joan the sales price, Webster paid \$1.5 and sold is to \$3.5?



River Road

Conversations continue between the property owners and the developers.

120 County Line Drive

We hope to have the Developer before the EDC later this month and Town Council next month with their request for a Tax Abatement for the development of a 365,000 square foot warehouse building.

Stuart B. Popper, AICP
Director of Planning and Development
Town of Cromwell
860-632-3422
Fax 860-632-3477

Incident Statistics Report

07/01/2017 00:00 Thru 07/31/2017 23:59

Call Type Description	Total for Period
911 Hang Up Call	6
Administrative Matter	7
Alarm - All types	23
ALARM-FALSE BILLABLE	33
Animal Complaint	34
Assist Motorist	23
Assist Other Agency	35
Car Seat Installation	7
Civil Matter	4
Credit Card/ATM Fraud	3
Criminal Mischief / Vandalism	7
Dis Conduct/BOP	2
Domestic Incident	7
Drug/Narcotic Violation	3
DUI	3
Dumping	2
Escort	2
Fight/Disturbance	1
Fingerprinting	22
Follow Up	3
FOLLOW UP OFF SUPP	1
IV Protocol / P.A.	15
Harassing Phone Calls	3
Identity Theft	2
Injured / Intox Person	1
Juvenile Incident	3
9 Assist	1
Larceny - From Building	4
Larceny - From MV	10
Larceny -Shoplifting	8
Larceny- Other	3
Medical Emergency	47
Missing Person	1
Motor Vehicle Accident	29
Off Parking Violation	3
Off Theft	2
Off Violation	139
Off A NR PRIV PROP	6
Neighbor Dispute	1

Incident Statistics Report

07/01/2017 00:00 Thru 07/31/2017 23:59

Call Type Description	Total for Period
Noise Complaint	25
Nursing Home Fax Report	3
Property Check	216
Property Lost/Found	15
Record Only Call	16
Road Cond/TCS Out	20
Runaway	2
See Complainant	34
Suspicious Activity	69
TEST CALL	4
Threaten/Harass/Intimidation	1
Town Ordinance	3
Traffic Assignment	3
Unfounded Complaint	19
Untimely Death	1
Unwanted Person	3
Well Being Check	25
Total:	965

Incident Statistics Report

08/01/2017 00:00 Thru 08/31/2017 23:59

Call Type Description	Total for Period
911 Hang Up Call	3
Administrative Matter	11
Alarm - All types	26
ALARM-FALSE BILLABLE	40
All Other Offenses	4
Animal Complaint	38
Assist Motorist	24
Assist Other Agency	31
Civil Matter	6
Criminal Mischief / Vandalism	2
Dis Conduct/BOP	2
Domestic Incident	6
Drug - INFRACTION only	1
Drug/Narcotic Violation	1
DUI	5
Escort	4
Fight/Disturbance	2
Fingerprinting	30
FV Protocol / P.A.	8
Harrassing Phone Calls	2
Identity Theft	2
Impersonation	1
Juvenile Incident	6
K-9 Assist	3
Larceny - From Building	2
Larceny - From MV	6
Larceny -Shoplifting	6
Larceny- Other	3
Medical Emergency	72
Missing Person	1
MV Accident	29
MV - Recovered	2
MV Abandoned	1
MV Parking Violation	9
MV Theft	3
MV Violation	209
MVA NR PRIV PROP	6
Neighbor Dispute	2
Noise Complaint	7

Incident Statistics Report

08/01/2017 00:00 Thru 08/31/2017 23:59

Call Type Description	Total for Period
Nursing Home Fax Report	3
Property Check	213
Property Lost/Found	12
Property Seized	2
Pursuit in Progress	1
Record Only Call	16
Road Cond/TCS Out	7
Runaway	2
See Complainant	36
Sex Assault Rape	1
Suicide	1
Suspicious Activity	54
TEST CALL	4
Threaten/Harass/Intimidation	6
Town Ordinance	1
Traffic Assignment	12
Unfounded Complaint	14
Unwanted Person	1
Well Being Check	15
Total:	1017

Anthony J. Caruso
20 Nooks Hill Road
Cromwell, CT 06457
860-635-4013

To Cromwell Council Members;

I have resided at the above address for 45 years. I would like it to be documented that I am in favor of designating the property at 35 Nooks Hill Road as permanently restricted open space. This is a peaceful neighborhood, and I would like it to be left as such. Please keep it as a natural habitat, with no more threats of destroying the natural beauty of this area in the future. Thank You.

Sincerely,

Anthony J. Caruso

From: Linda Polke slot44@gmail.com
Subject: Fwd: Library
Date: September 12, 2017 at 11:08 PM
To: Jay Polke jpolke@comcast.net



----- Forwarded message -----

From: **JENNIFER SLIFER** <jenslifer@prodigy.net>
Date: Tue, Sep 12, 2017 at 9:50 PM
Subject: Library
To: Linda Polke <slot44@gmail.com>

September 12, 2017

To Whom it May Concern,

As an avid user of the Cromwell Belden Public Library, I am writing to express my disappointment in the current library hours. Closing three nights a week at 5:00 p.m. makes it impossible for me and many other patrons to utilize the library.

According to the website, ..."From the original modest collection of books, to ever increasing access to online databases (including Consumer Reports, Chilton's Auto Manuals, World Book Encyclopedia) and the ability to download eBooks and audio books, the library has been a cultural, educational, and informational resource for the Cromwell community." The library is not a resource when it's only open during business hours. The library is not a town hall office thus it should be open longer and more days.

The lack of Saturday hours and the lack of evening hours creates a hardship for families. Most students in the Cromwell Public Schools (grades 3-12) have a computer (Chromebook or iPad) that they are expected to use for homework. Some students do not have internet access at home and so rely on the library for internet access. Working parents are unable to get a child to the library before 5 p.m. thus creating a hardship for students and families.

Additionally, as a taxpayer, I am extremely dismayed that I can not use the library most days as I work past 5 p.m. I am a regular user of the library services and can't figure out why my tax dollars are not supporting a full service library. I understand that there have been recent personnel changes but the changes were anticipated and hiring should have started before employees departed.

The appropriate course of action would be to restore the library hours, including Saturdays, and use the taxpayers money to support a full time library system. Starting immediately, the library should be open on Wednesday - Friday from noon to 8 so patrons can use the service.

Respectfully Submitted,
Jennifer Slifer

TOWN OF CROMWELL
TOWN COUNCIL
SPECIAL MEETING
MONDAY SEPTEMBER 25, 2017
4:30 PM TOWN HALL ROOM 224/5

RECEIVED FOR FILING
9/26/2017 at 3:20 P.M.
TOWN CLERK'S OFFICE
CROMWELL, CONN.

Gloria Prendergast, Asst
TOWN CLERK

MINUTES

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

Absent: F. Emanuele

Also Present: Town Manager A. Salvatore, Press

A. CALL TO ORDER

Mayor Faienza called the Special Meeting to order at 4:31 p.m.

B. APPROVAL OF AGENDA

Motion made by A. Waters seconded by T. Tokarz and *unanimously carried* to approve the agenda.

C. NEW BUSINESS

Town Manager Salvatore presented the item.

1. Discussion and action to apply for and sign the 2017 Emergency Management Performance Grant.

Motion made by A. Waters seconded by E. Wenners and *unanimously carried* to approve applying and authorizing Town Manager Salvatore to sign the 2017 Emergency Management Performance Grant.

D. EXECUTIVE SESSION

1. Personnel Matter

- a. Town Manager's Annual Performance Review

Motion made by R. Newton seconded by T. Tokarz and *unanimously carried* to adjourn to Executive Session at 4:34 p.m.

Town Manager Salvatore was invited into Executive Session.

Motion made by A. Waters seconded by T. Tokarz and *unanimously carried* to come out of Executive Session at 5:47 p.m.

- b. Action

Motion made by R. Newton seconded by E. Wenners and *carried* to set the salary of the Town Manager at \$145,000 retroactive back to August 17, 2017 and extend his contract to 2020.

Aye: T. Tokarz, E. Faienza, R. Newton, E. Wenners

Nay: S. Slade, A. Waters

Motion carried

E. ADJOURN

Motion made by S. Slade seconded by R. Newton and *unanimously carried* to adjourn the Special Meeting at 5:48 p.m.

Respectfully submitted,

A handwritten signature in cursive script that reads "Re Matus". The signature is written in dark ink and is positioned above the printed name and title.

Re Matus
Secretary

RECEIVED FOR FILING
10/5 2017 at 1:25 P.M.
TOWN CLERK'S OFFICE
CROMWELL, CONN.

Gloria Freudenfest
Asst. TOWN CLERK

TOWN OF CROMWELL
TOWN COUNCIL
SPECIAL MEETING
WEDNESDAY OCTOBER 4, 2017
7 p.m. TOWN HALL ROOM 224/5

MINUTES

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

Absent: E. Wenners

Also Present: Town Manager A. Salvatore, Director of Planning and Development/EDC
Coordinator S. Popper, Public and Press.

A. CALL TO ORDER

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

Mayor Faienza called for a moment of silence in honor of the Las Vegas victims.

B. NEW BUSINESS

1. Discussion and possible action on whether to grant Tax Abatement to Arett Sales/ Scannell Properties, 120 County Line Drive.

Director of Planning and Development/EDC S. Popper presented the request.

Stuart introduced Daniel Madrigal, Development Manager, Scannell Properties. Mr. Madrigal gave an overview of the proposed Cromwell project and other projects that they have worked on.

Stuart introduced Cathy Schappert, Chief Financial Officer, Arett Sales. Ms.

Schappert gave an overview of the history of Arett Sales.

Both presentations are attached to the minutes.

Mayor Faienza gave the Councilors the opportunity to ask questions of Mr. Madrigal and Ms. Schappert.

The consensus of the Council was to grant the Tax Abatement.

Motion made by A. Waters seconded by F. Emanuele and *unanimously carried* to grant a 7 year, 100% tax abatement on 120 County Line Drive and authorize Town Manager to sign the agreement.

The Council and EDC Members gave Arett Sales/Scannell Properties a warm welcome to Cromwell.

2. Discussion and possible action on whether to authorize Town Manager to sign MOU between Town of Cromwell and Scannell Properties, LLC , County Line Drive.

Town Manager Salvatore presented the request.

A short discussion followed regarding the requested land swap between the Town of Cromwell and Scannell Properties.

The consensus of the Council was to approve and authorize the town manager to work out the details.

Motion made by R. Newton seconded by A. Waters and *unanimously carried* to authorize Town Manager to sign MOU between Town of Cromwell and Scannell Properties, LLC , County Line Drive to the satisfaction of the Town.

3. Discussion and action from Heather Polke for Children's Community Garden.

Mayor Faienza asked Heather and Jeff Polke to present the request.

Ms. Polke is looking for space for a Children's Community Garden. She had hoped to house the garden at Woodside Intermediate School but found that there isn't any water close by so it wouldn't work out. Ms. Polke requested a plot of land in the vicinity of the Community Garden approximately 20x80 for raised bed gardening. Liberty Bank made a generous donation to get the project going. The children would plant the crops and pick them. Some produce would be donated to the school cafeteria, some would be sold by the children at the Farmer's Market to provide start up funds for the next season and some would be donated to the Human Service Department.

A short discussion followed.

The consensus of the Council was to approve and that Ms. Polke workout the details with the Town Manager.

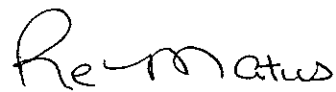
Motion made by S. Slade seconded by R. Newton and *unanimously carried* to approve the Children's Community Garden in the vicinity of the Cromwell Community Garden and work out the details with the Town Manager.

S. Slade thanked Ms. Polke for all the she does for the Town.

C. ADJOURN

Motion made by T. Tokarz seconded by F. Emanuele and *unanimously carried* to adjourn the Special Meeting at 8:06 p.m.

Respectfully submitted,

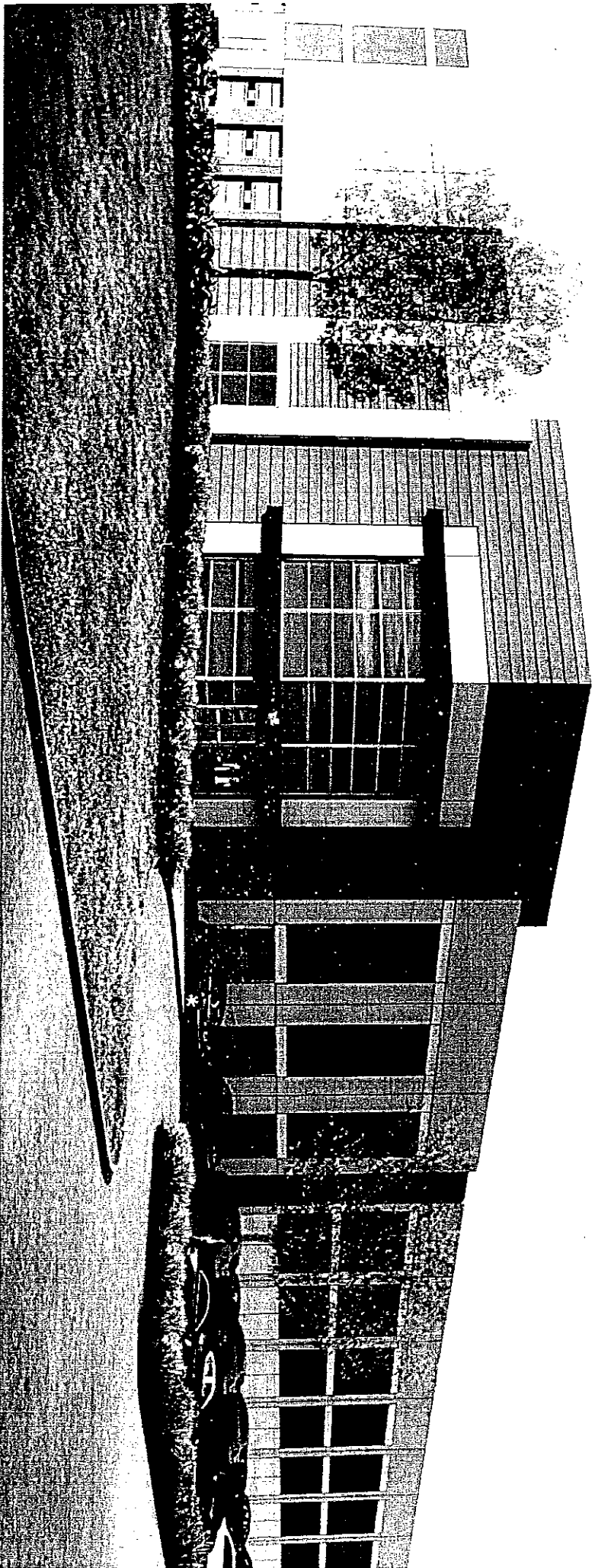


Re Matus
Secretary



ARETT SALES

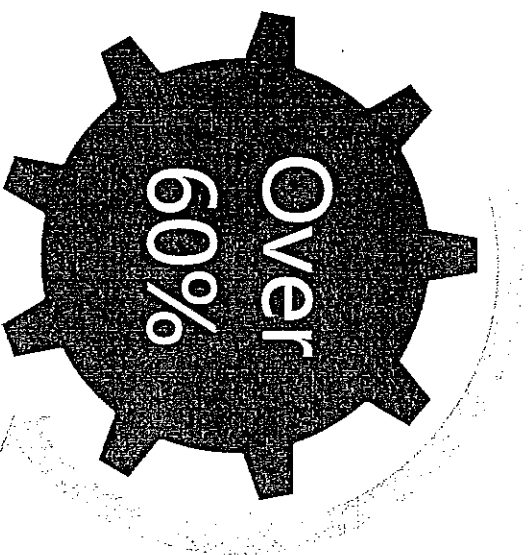
SCANNELL
PROPERTIES



SCANNELL PROPERTIES OVERVIEW

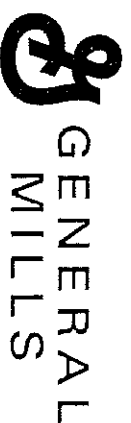
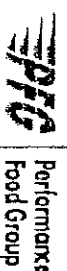
- Privately held development company established in 1990
- Headquartered in Indianapolis, IN with 6 regional offices in:
 - Washington D.C.
 - Chicago, IL
 - Denver, CO
 - Kansas City, MO
 - Minneapolis, MN
 - San Francisco, CA
- Completed projects in 46 states and in 3 Canadian provinces
- Developed over 8 million square feet of new product in 2015
- Developed over 10 million square feet in 2016 (over \$1 billion)

PROJECT EXPERIENCE

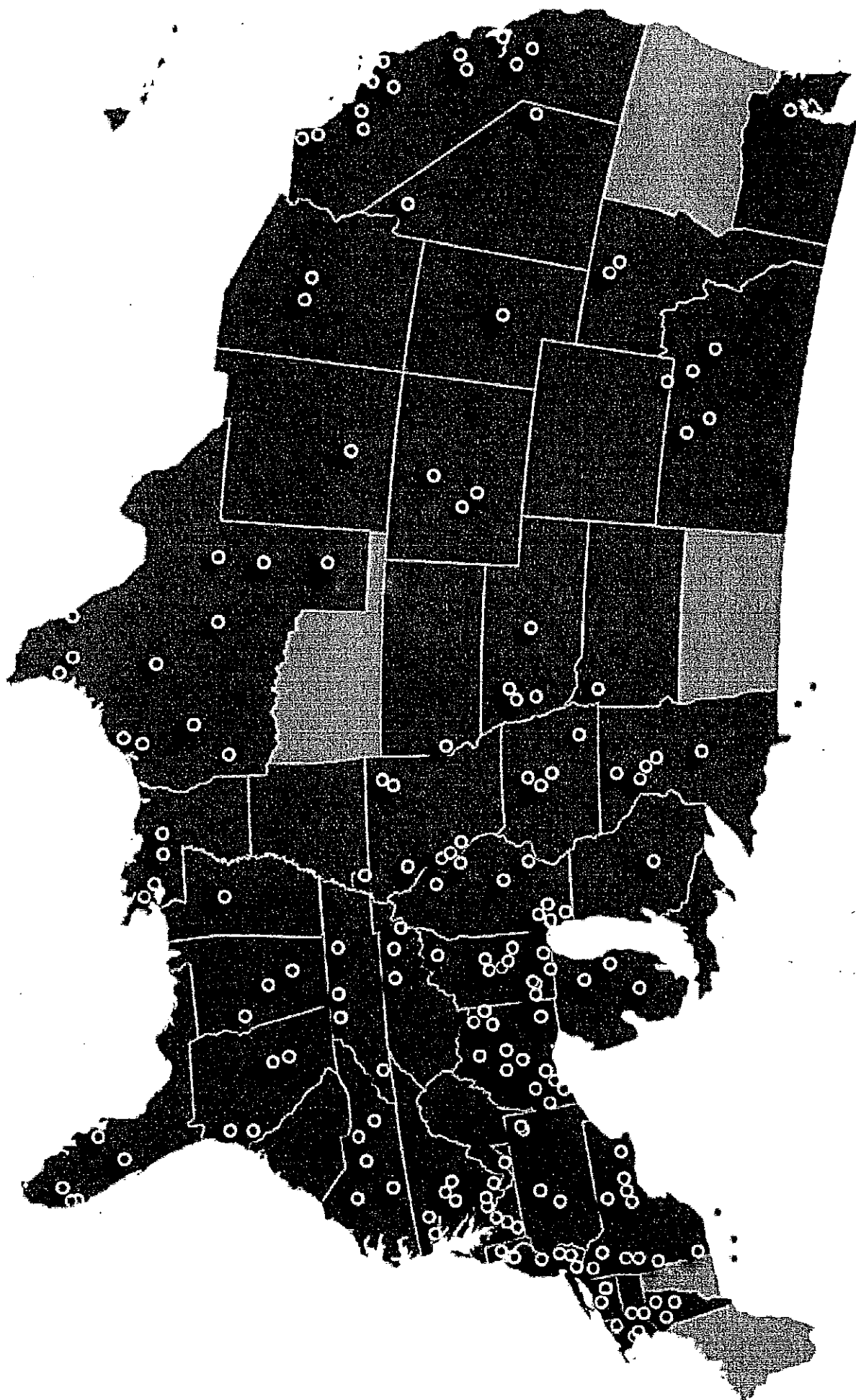


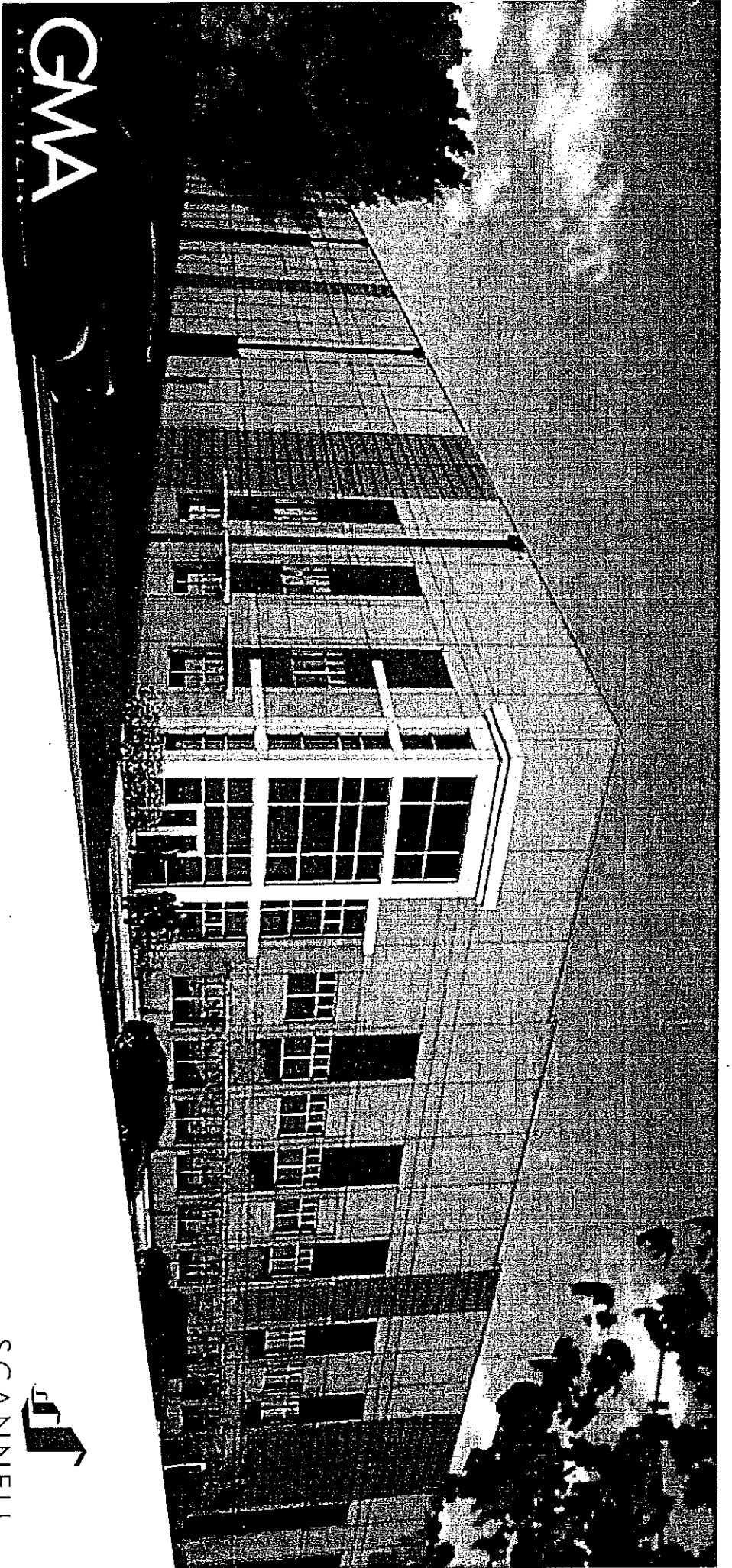
OVER 60% OF SCANNELL'S ANNUAL VOLUME IS A RESULT OF REPEAT BUSINESS FROM EXISTING CUSTOMERS.

62 MILLION SQUARE FEET DEVELOPED TO DATE, INCLUDING 10 MILLION IN THE LAST 12 MONTHS



Our Geographic Reach.....





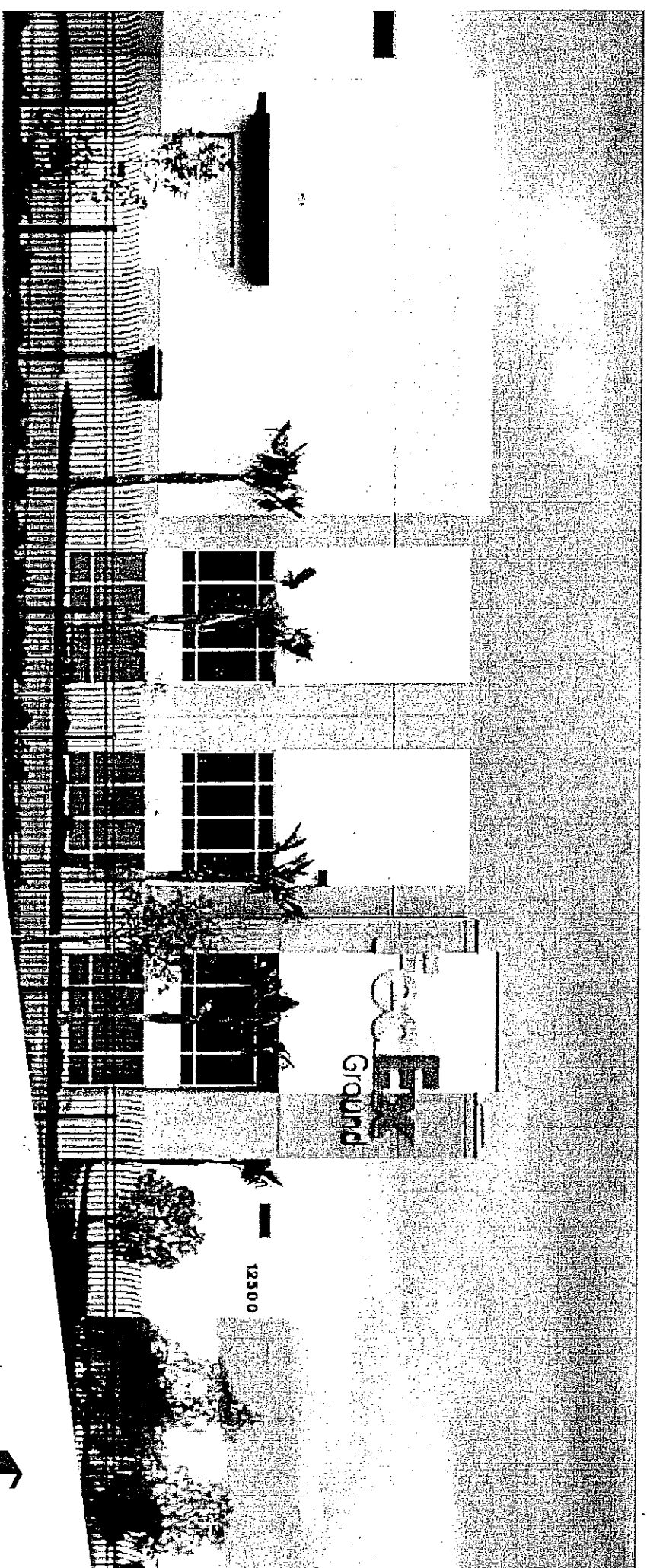
GMA



SCANNELL
PROPERTIES

Nestle Appleton, WI

- \$44 million
- 309,000 SF (231,000 SF Freezer Storage, 47,000 SF Cold Dock, 16,000 SF Dry Warehouse, 14,000 SF Office Space)
- Development Schedule: 10 months
- Estimated Completion: July 2017



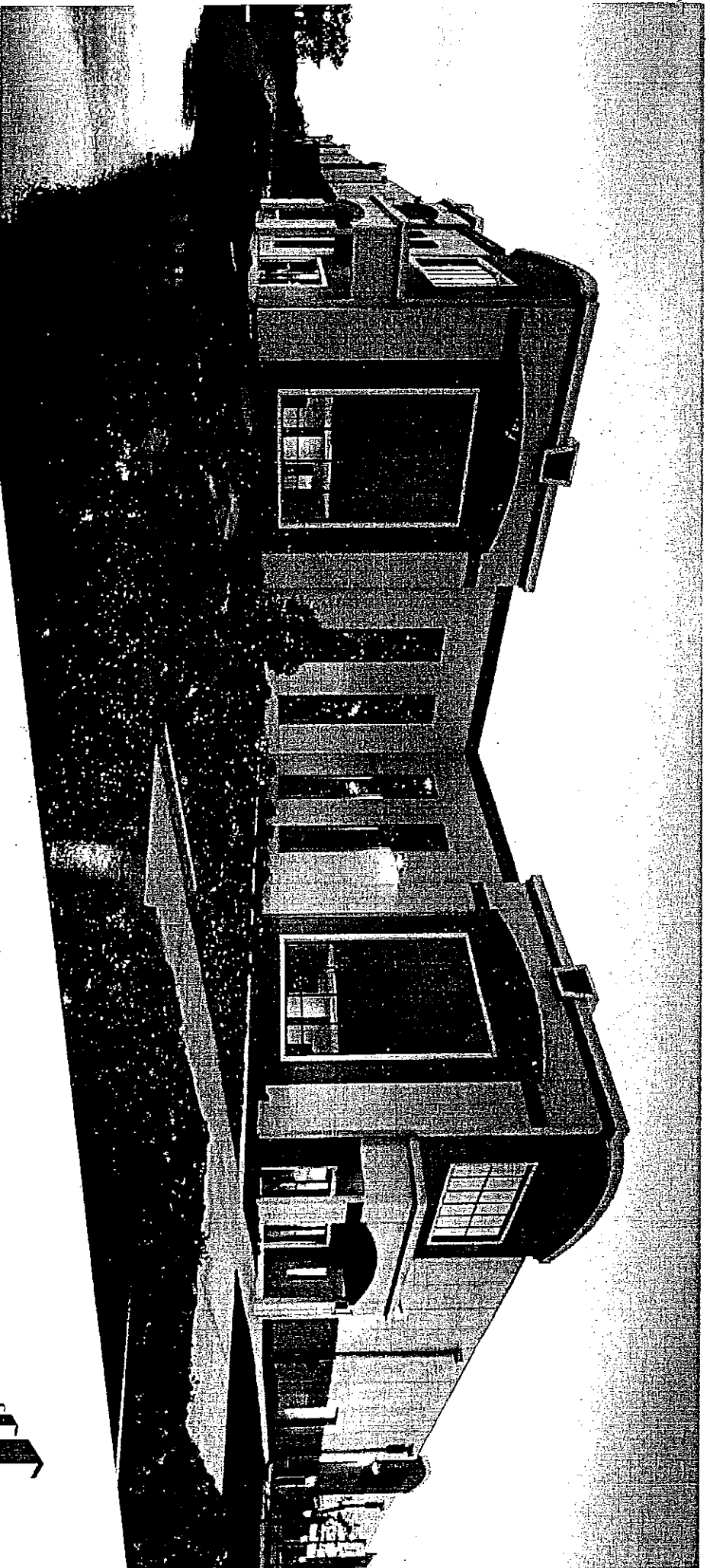
FedEx Ground

Burbank, CA

- \$65 million
- 281,711 SF
- Development Schedule: 18 months
- Completed: September 2012

SCANNELL
PROPERTIES

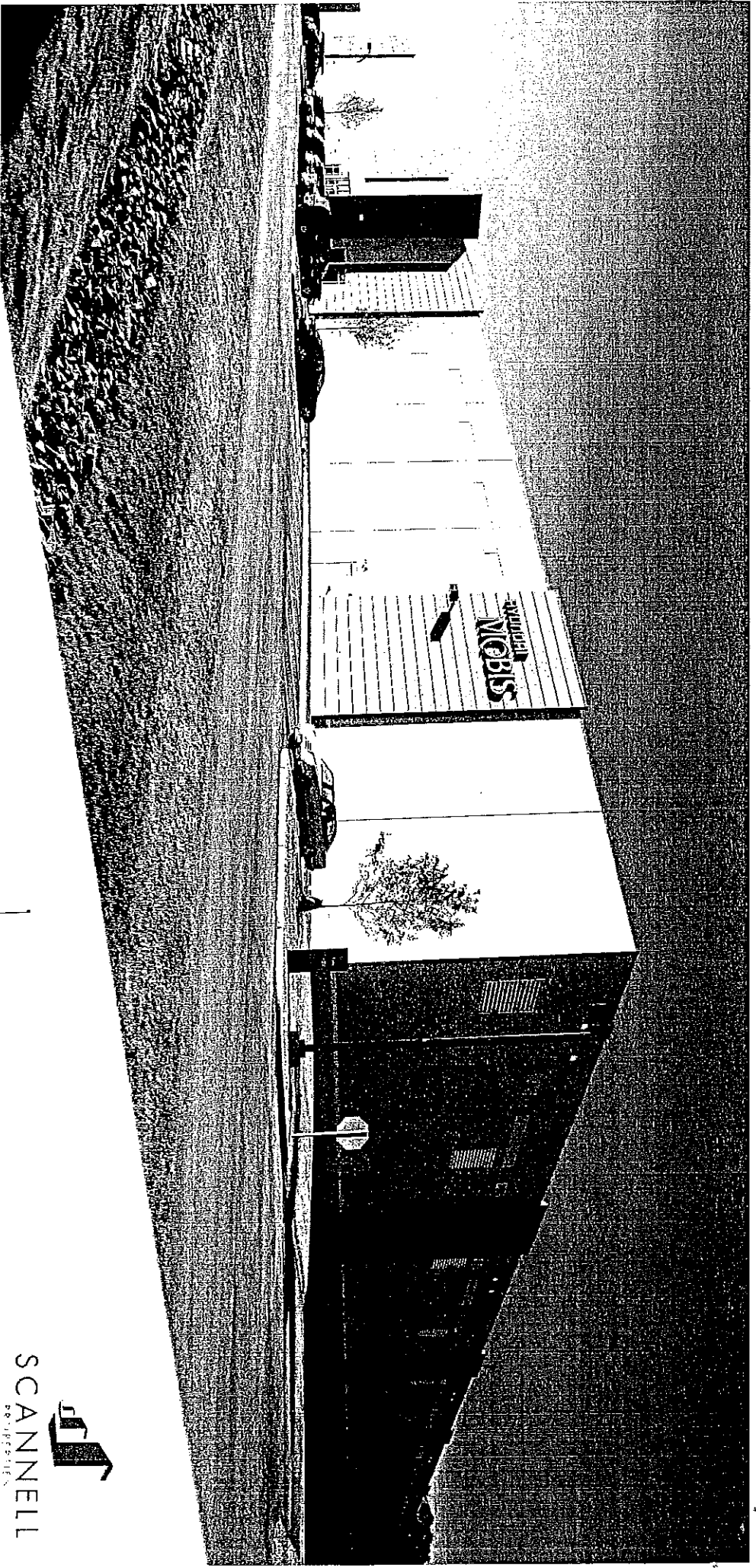




Kendall Jackson

American Canyon, CA

- \$50 million
- 650,000 SF climate controlled warehouse facility
- Development Schedule: 22 months
- Completed: September 2009

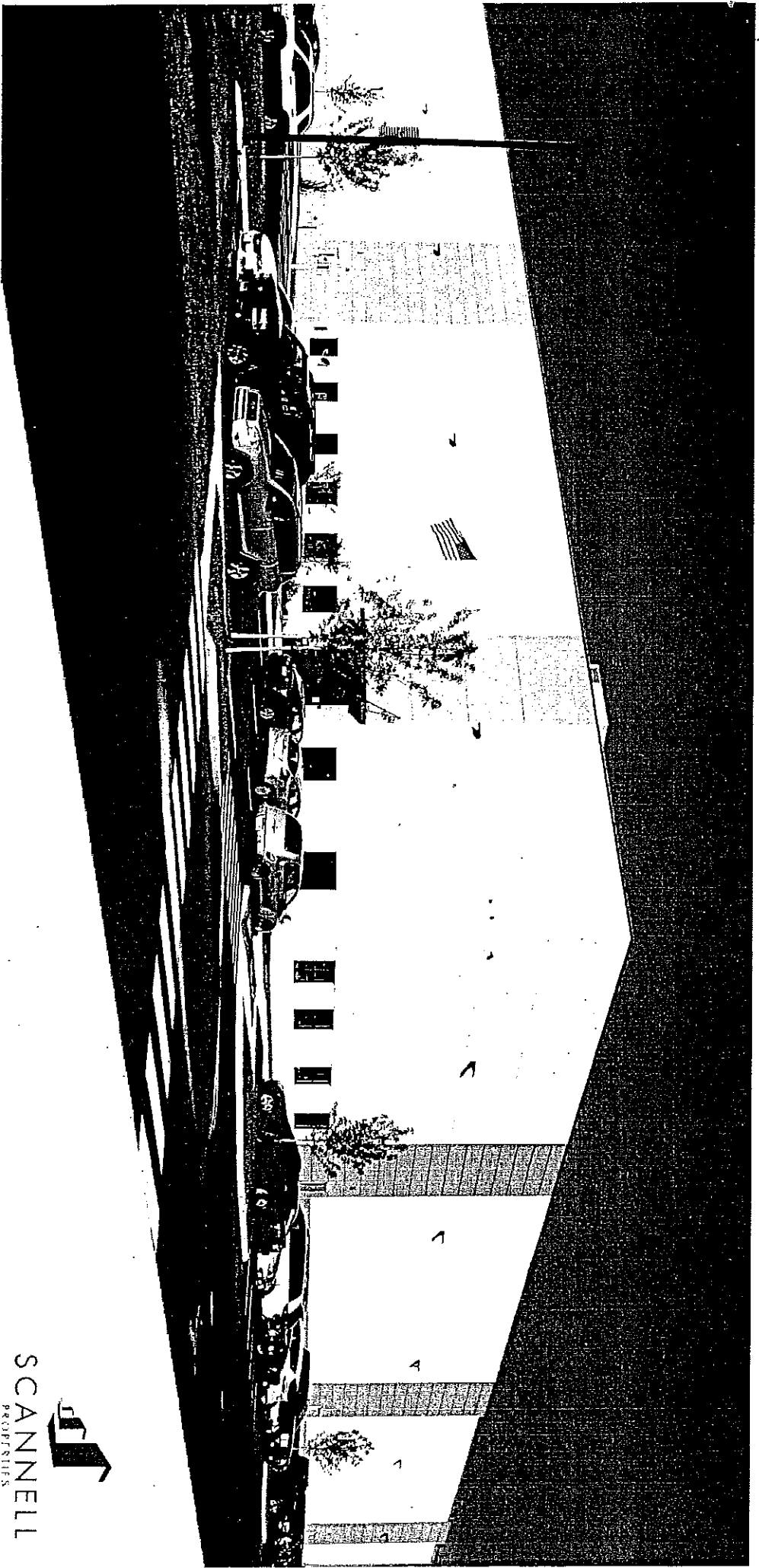



SCANELL
DESIGN

Mobis Parts America

South Windsor, CT

- \$20 million
- 292,000 SF (including 5,000 SF office space)
- Development Schedule: 10 months
- Completed: January 2016



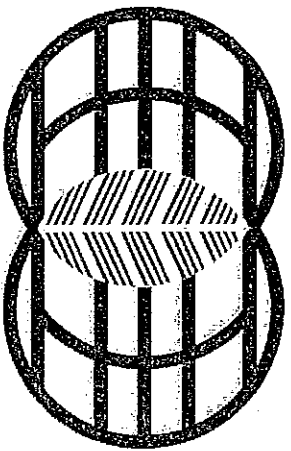
Performance Food Group South Windsor, CT

- \$16.5 million
- 167,763 SF (including 31,686 SF freezer/cold storage, 128,705 SF dry storage, 7,372 SF office space)
- Development Schedule: 11 months
- Completed: MAY 2016



SCANNELL
PROPERTIES

Building Solutions that Matter



ARETT SALES

*Premier Distributor of Lawn,
Garden, Home & Holiday Supplies*

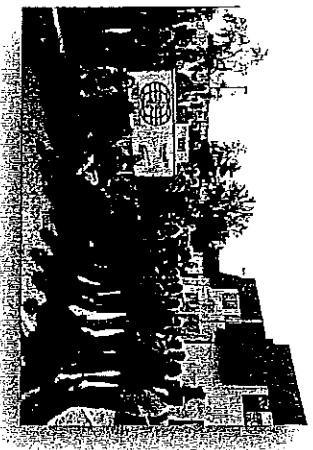
Agenda

The Leading Distributor of Lawn, Garden, Home & Holiday

- Who is Arett Sales?
- Arett's Product Offering
 - Lawn & Garden
 - Holiday
 - Cleaning
 - Advertising Services
- Arett Services
 - Product Introductions, Product Training & Store Support
 - 2 Step Distribution
 - Third Party Logistics
 - Online Fulfillment
 - National Logistics

Arett Sales

People & Services dedicated to Independent & Local Retailers



- Over 150 dedicated professionals
 - Avg. rep has over 20 years of industry experience
 - Industry leaders in Sales, Customer Service & Accounting
- Investing for future growth
 - New operating platform going live this fall
- Financially Healthy



Arett Sales

A one stop shop for Lawn, Garden, Outdoor Living Products

New Jersey Headquarters

9285 Commerce Highway
Pennsauken, NJ 08110
800-257-8220

Connecticut Warehouse

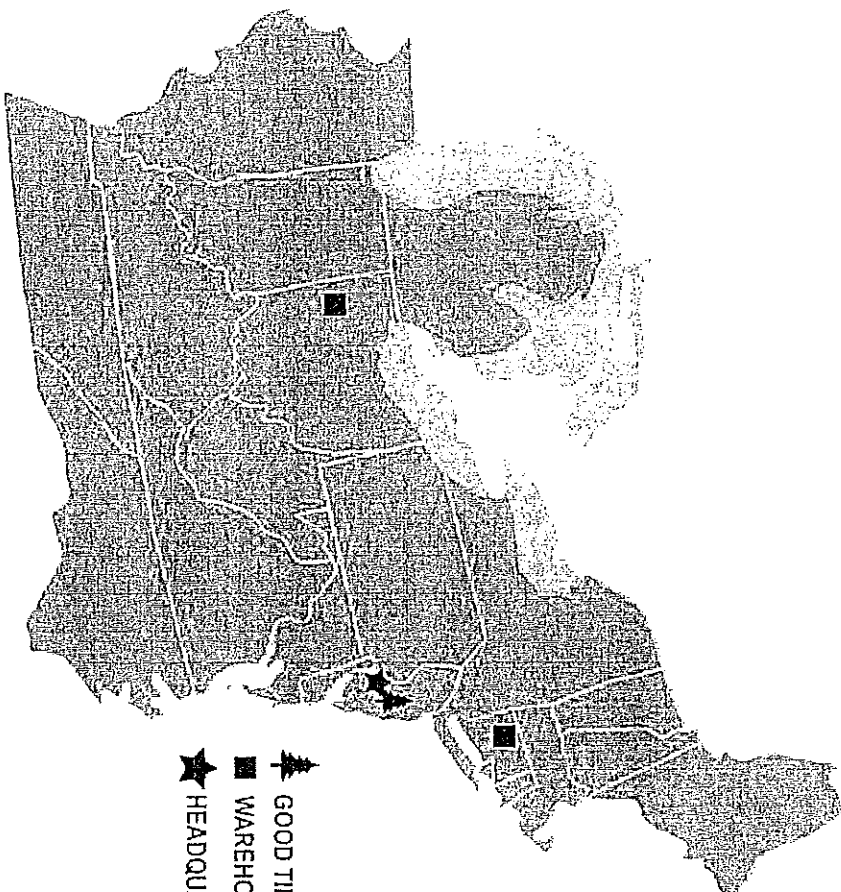
780 James P. Casey Rd, Suite 200
Bristol, CT 06010
860-583-9614

Ohio Warehouse

1261 Brukner Drive
Troy, OH 45373
937-552-2005

Good Tidings Showroom

225 Executive Drive, Suite 6
Moorestown, NJ 08057
800-288-9627

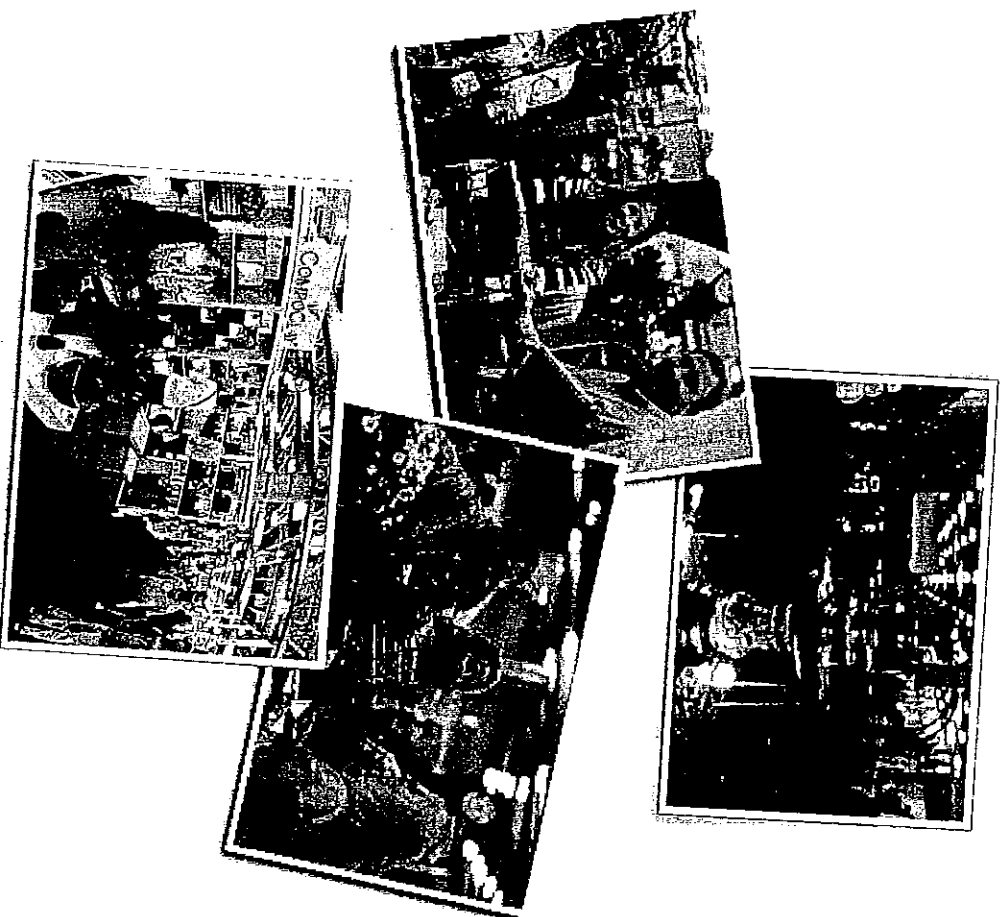


🌲 GOOD TIDINGS
■ WAREHOUSES
★ HEADQUARTERS

Arett Sales

A one stop shop for Lawn, Garden, Outdoor Living Products

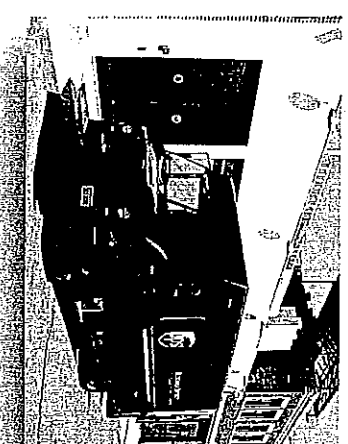
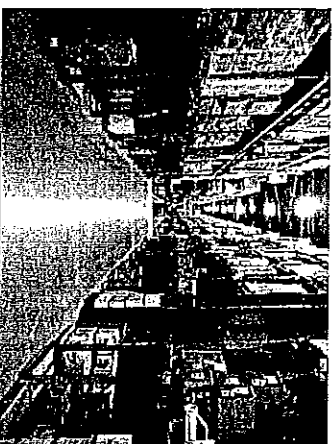
- Wide product assortment
 - 500+ manufacturer partners
 - \$20m+ of on-hand inventory
 - 6,500+ items in stock
 - 20,000+ drop ship items available
 - 60,000+ total item available
- Trade Shows
 - Regional selling trade shows to see and touch new and exciting products
- Sales Experts
 - 36 outside sales representatives calling on independent retailers daily
- Marketing Support
 - In-house advertising team to assist you in driving store traffic and sales



Arett Sales

Warehousing, Distribution & Customer Service Expertise

- 2 warehouse locations with over 650,000 sq. ft. in Bristol, CT & Troy, OH
- Next day shipping
- Daily deliveries
- Industry leading fill rates
- Online ordering and sales reporting
- Category & Product Experts
- Direct to store
- Direct to consumer



Full Service Distributor

Stocking Key and Niche Items for Independent Retailers – Garden Centers & Hardware Stores

GARDMAN

DRAMM®

LOUD FENCE®
The Liquid Fence Company, Inc.

DeWitt
Down to Earth Protection

WEHAP

ALFRESCO HOME
Outdoor Living Made Easy

HUDSON
The World Standard of Value

RUGG
Since 1842

BAYER
ADVANCED

Imustgardien

Spectracide

The Farnam Company

HYDROFARM
— Horticultural Products —

BLACKGOLD

ferti-lome®

Aquascape®

LEBANON

Espoma
SINCE 1929

BONIDE
TRUSTED SINCE 1926

ORIGIN POINT
RESEARCH

STOP STOP STOP
DANGER
Hazardous Waste

CAUTION
Hazardous Waste

pond boss®

Scotts

LFS
GLOVE

Lyric
Wild Bird Food

terraVerde

WILLI PRUF
Pest Protection

Roundup

APOLLO

Jonathan Green

Ecological Laboratories, Inc.

MASSARELLI'S
MAKERS OF FINE STONE GARDEN ACCENTS

b l e e m

MORE BIRDS

MONTEREY

BOBBEX
Deer & Animal Repellents

AKRO-MILS
Lawn & Garden Products

KELKAY
NATURALITY CREATIVE

St. Gabriel ORGANICS

Good Tidings

RESCUE!
Making pest control easier...

exhort

Just Self
1921

TUBTRUGS
TUBTRUGS

ORGANIC LIQUOR TONICS

BOSS

Novelty

Pine Tree Farms

PREX
Over 70 Years of Quality

1951
1951

Happy Homes, Smiling Gardens.

La Hacienda

The Hootery

Pharm Solutions Inc.

Johnson
FAMILY COMPANY

Est. 1893

Precision

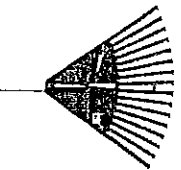
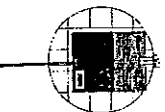
PROLIFERANKS
THE WORLD'S BEST BIRD FEEDERS

Good Prod Sales

New England Pottery
Landscape Pottery

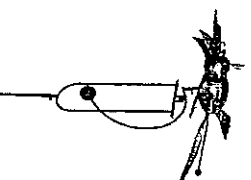
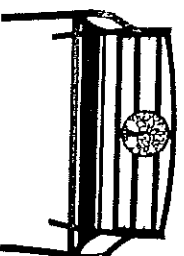
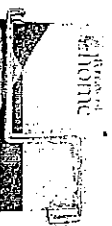
Full Service Distributor

Exclusive Quality Brands & Products to Drive Sales & Profits!



TerraVerde®

TerraVerde
Splash



TerraVerde
home

Over 1500 Cleaning items in stock, All major Brands

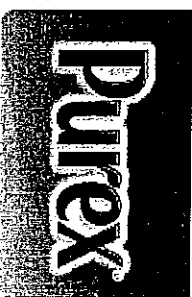
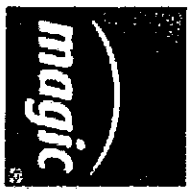
PHOENIX BRANDS
Quality Brands. Priced for Living.



KABOOM® YOUR TUB, SHOWER, SINK, & TOILET.



... And it's clean:



COLGATE-PALMOLIVE

SPRAY NINE
CORPORATION

IRON OUT, INC.

NATURAL
MAGIC®



Johnson
A FAMILY COMPANY

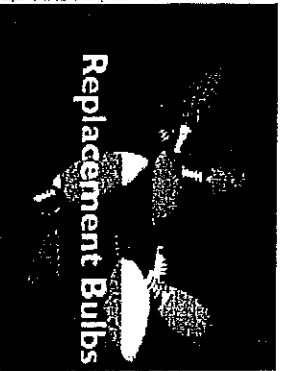


Complete Line of Holiday Products

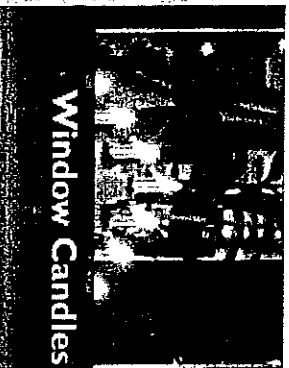
Exclusive Good Tidings Brand & Holiday Showroom



Light Sets



Replacement Bulbs



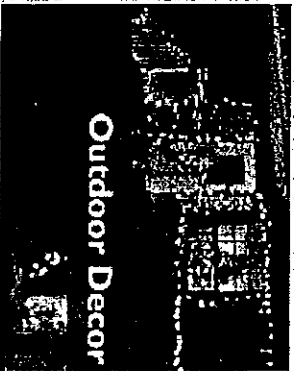
Window Candles



GE Lights



Electrical Supplies



Outdoor Decor



Trim &
Decorating Supplies



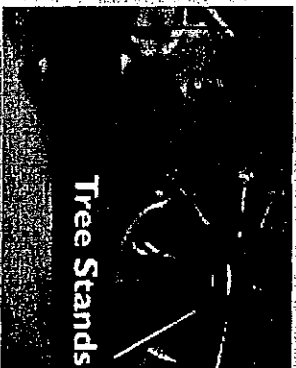
Fall Decor
& Halloween



Artificial Greens
& Trees



Theme Tree
Assortments



Tree Stands

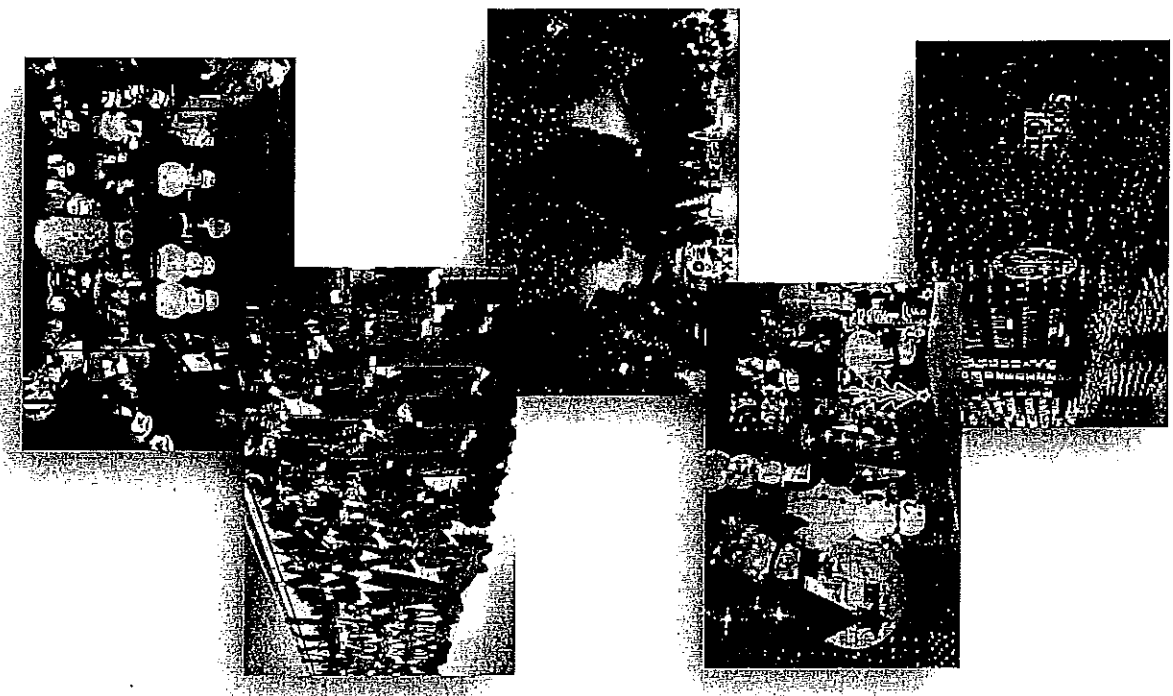


Indoor Decor

**Good
Tidings**

Good Tidings Showroom

Bigger, Better & Closer Than Ever!



- 12,000 sq. ft. showroom
- Professionally merchandised
- New themes updated every season
- New merchandising concepts
- Expanded Fall & Halloween Section
- Private meeting rooms
- Formal dining area with daily Lunch, Snacks & Refreshments
- Showroom only special deals

Greensmith

- Industries ONLY in-house advertising agency
- Hundreds of custom page designs created to express the expertise, appeal and beauty of an independent garden center

- Pre-set formats available at lower cost

- Distribution and fulfillment help also available!

- Interactive Advertising
 - Garden Center Videos
 - "How To" Videos (coming soon)

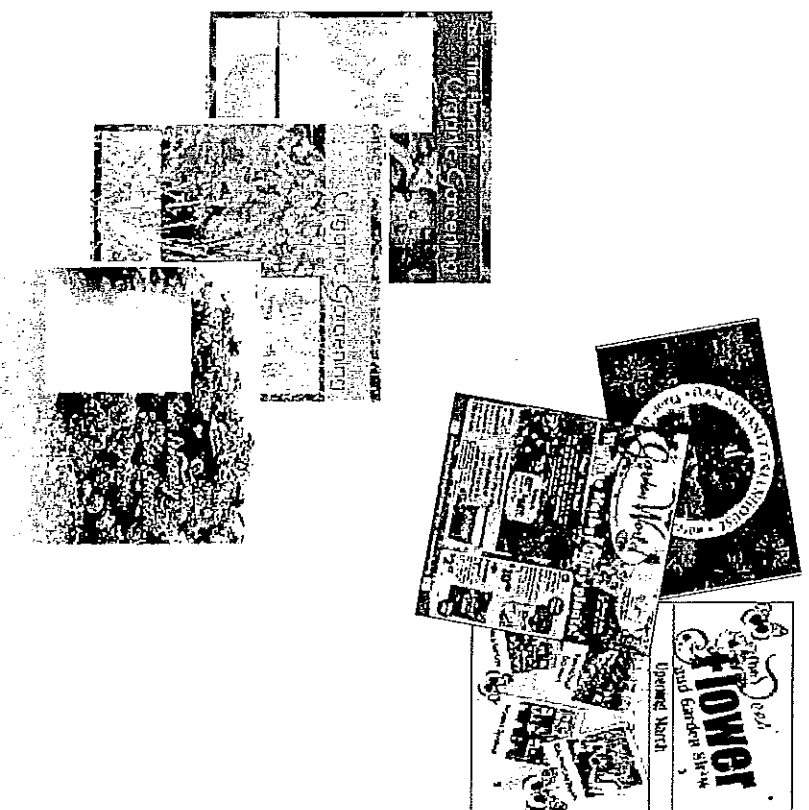
- Experts in:

- | | | |
|----------------|-----------------|------------------|
| • Circulars | • Loyalty Cards | • Newspapers Ads |
| • Brochures | • Gift Cards | • Internet Ads |
| • Super Sheets | • Billboards | • eNewsletters |
| • Postcards | • P.O.P. | • eBlasts |
| • Signage | • Web Pages | • Website Copy |
| • Newsletters | • Bonus Bucks | |
| • Coupons | • Calendars | |



Greensmith

create ♦ inspire ♦ grow



Arett Open House

NEW
BIT
REWARDS

Show Daily
DOORBUSTERS

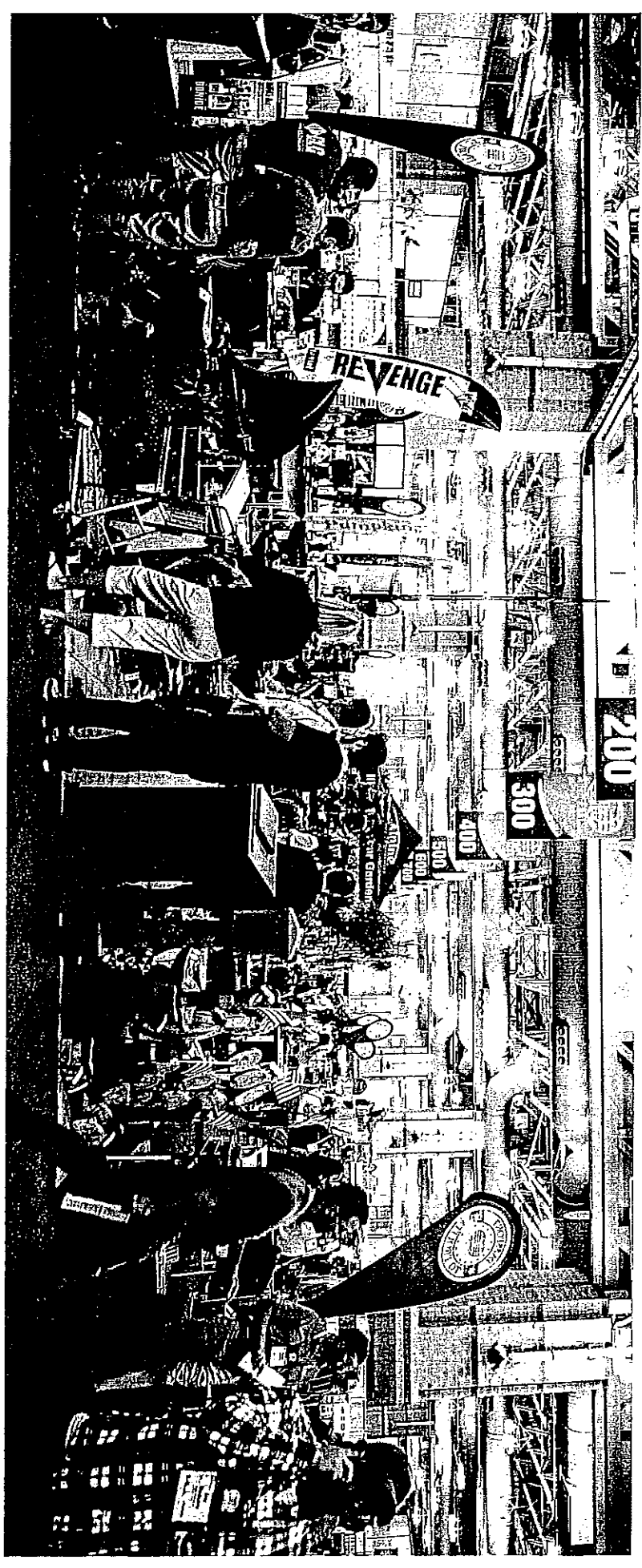


 **OPEN**
ARETT SALES
HOUSE
Take Flight | SEPTEMBER 10 11 12

POWER
ALLEY

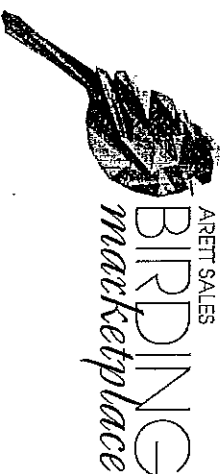
WILD
CARD

N5%



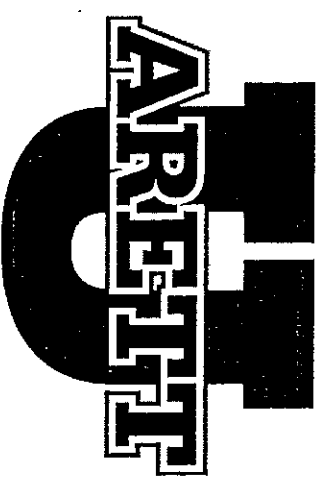
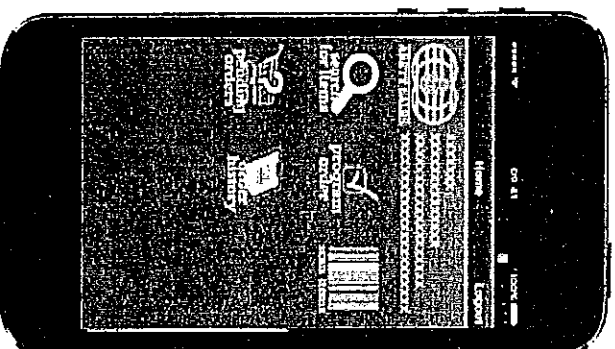
Digital Marketing

Product information & ordering at fingertips of your retail employee



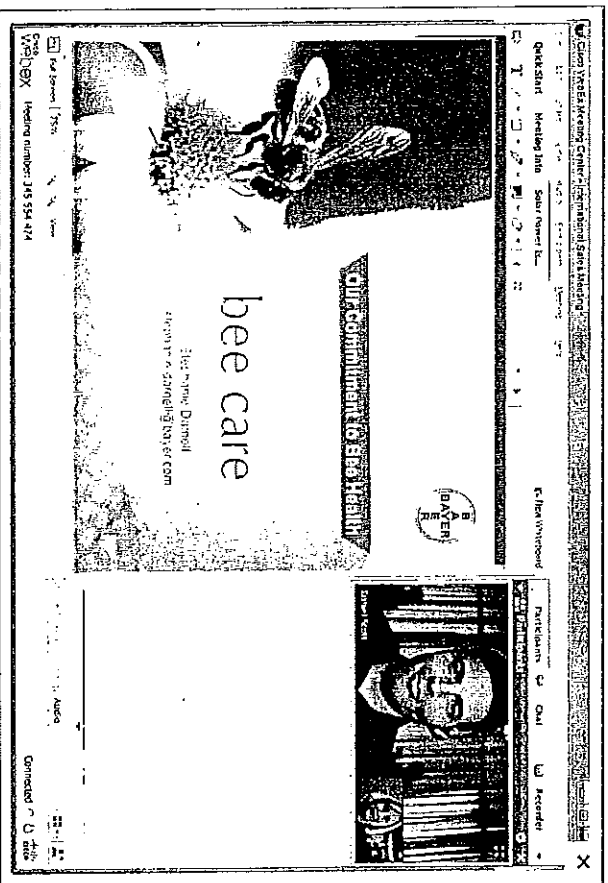
ARETT SALES **VIRTUAL**
OPEN HOUSE

- Season Online Deals
- Watch manufacturer presentations
- Place orders online
- Check inventory



Arett Training & Support – Arett U Virtual Seminars

- 25 – 30 minute live presentations
- Recorded presentations to be viewed online later
- Live interaction with presenter
- www.aretu.com/latestnews



Arett U Virtual Seminars provide you access to presentations from top manufacturers and industry professionals from the comfort of your home and/or office. Simply log on to watch a live 30 minute presentation on a variety of topics. Below you will find an up to date schedule of the Arett U Virtual Seminars. To register, select the register button next to the seminars that interest you. Please be sure to check back often, as we are continually looking to add virtual seminars. Interested in a specific topic, please send email to techsupport@aretu.com.

2016 Arett U Virtual Seminars

Date	Manufacturer	Presenter	Topic	Register
1/29/2016	Bayer CropScience LP	Stephanie Darnell	Bee Wise	
2/5/2016	Espona Co	John Harrison	Espona Organic Liquid Plant Foods	
2/10/2016	Lebanon Seaboard Corp	Mark Griffin	Greenview Fertilizers	
2/17/2016	Donalman Green	Mark Adella	The New American Lawn. Feed Your SOIL. AND YOUR SOIL.	
2/17/2016	Scotts Company	Stephanie Darnessand	Seeding And Fertilizer	
2/19/2016	Good Tidings	Dave Moran	Good Tidings Holiday Decor	
2/24/2016	Dr. Earth	Marky Frank	Our Differences Set Us Apart	
2/26/2016	Bonide Products, Inc	Jim Woods	Garden Natural Collection	
3/2/2016	San Gro Horticulture	Ging Kobayashi / Jay Pollock	For Customers Who Demand Quality And Outstanding Results - Every Time!	
3/4/2016	Woodstream Corp	Malory Sprack	Battle Of The Bags	

2016 Arett U Virtual Seminars Schedule - Click on the link to register for the seminar.

Arett Sales Customized Service

- Warehousing
 - Consolidation of products
 - No Manufacturer Minimums
 - Container break down and cross docking
 - Reduce retailer on-hand inventory
- Light & Custom Display Building
 - Reduced store labor
 - Improved store merchandising
- Cost Effective Shipping & Order Fulfillment
 - Improve store "in-stock" position
- Customer Service
 - Corporate and retail stores have access to personalized service
- Customized Reporting
- Premium Service Levels
 - 98%+ fill rate & 100% on time delivery
 - 24-72 hour delivery after order receipt



2 Step Distribution

- National Wholesale: Weekly deliveries of cleaning, lawn, garden and holiday products
- Auto Channel: Take in 75 Truckloads per year of Proctor & Gamble
 - AutoZone, Advanced Auto, O'Reilly's Auto, NAPA Auto, NAPA Canada, PEP Boys & Regional Carwash Distributors
- Home Depot: Take in 20-25 trucks per year of Rickett Benckiser for weekly deliveries to Manhattan Stores
- Barnes & Nobles and Non-Traditional Customers: Take in 10-12 Truckloads per year of Duracell Batteries
- Sears Hardware : Full truckload deliveries store direct on mix of lawn and garden products

Third Party Logistics (3PL)

- Colgate Palmolive: Take in 90 Truckloads per year. Distribute to ACE Hardware, Home Depot, Lowes, Tractor Supply, and National Wholesale Liquidators
- Doctor Earth: Take in 200 Truckloads, Ship Home Depot nationally
- World Source Partners: Take in 200 Containers from China, 3PL distribute to 18 Distributors / National Accounts
- VPG Group: Take in 12 Truckloads per year, Ship to Ace Hardware, True Value, and Do it Best
- Costello's ACE Hardware (29 stores): Take in 5 Containers of China product in Patio/Furniture, and deliver store direct throughout the Spring, Summer & Fall months

Arett Fulfillment Program

Arett Makes It Easy to Sell Online!

- 1,300+ items available through Arett Fulfillment Program
- Access to complete item marketing information
- Daily Inventory File via Arett FTP site
- Daily "in stock" and "out of stock" email notification
- 24-36 hour order processing and shipping
- Daily Advanced Shipment Notification
- Custom Reporting



Arett Fulfillment Case Study: Lowes.com & Weber

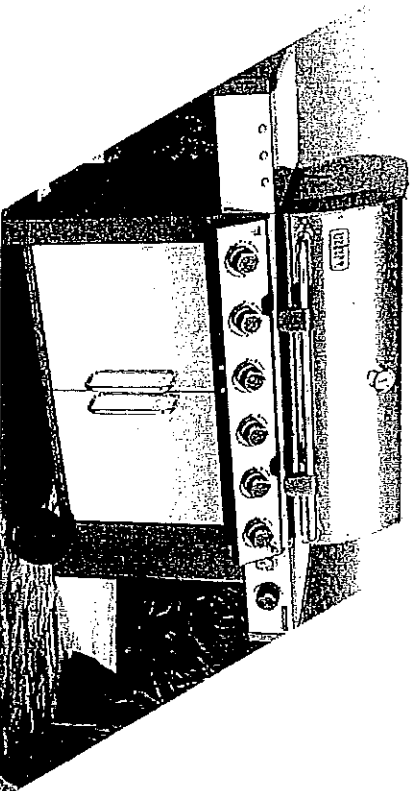
- Lowes.com started shipping Weber direct to consumer in 2017
- Direct to consumer shipments (vs. store pick up) continue to grow each month
- Arett offers standard delivery or white glove service
- Ability to sell entire line of product without stocking each SKU



Introducing Genesis II and Genesis II LX Gas Grills

Burners are sized for any lifestyle and the exclusive, high performance grilling system cooks food to perfection every time.

SHOP GENESIS II NOW!

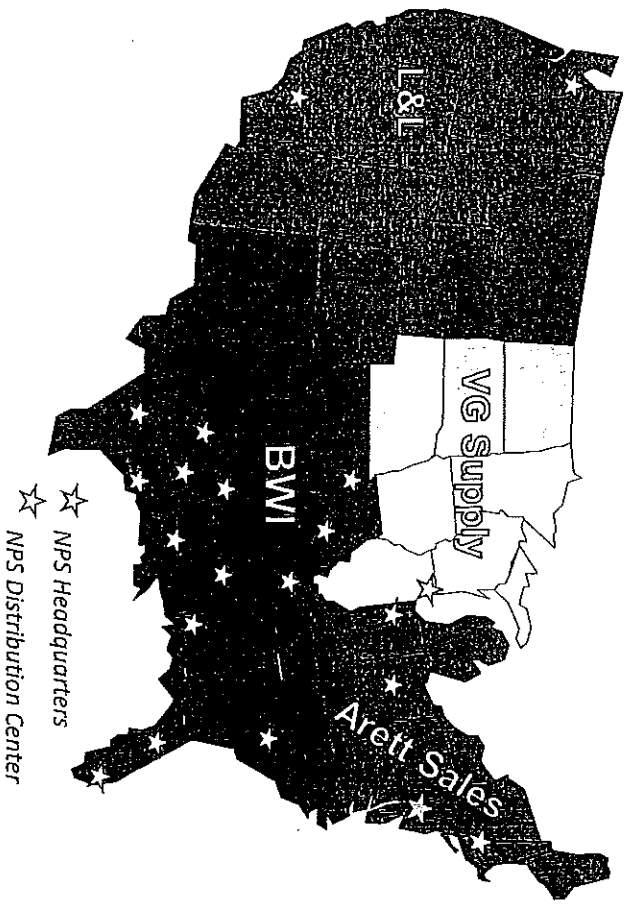


National Prime Source

NATIONAL STRENGTH WITH REGIONAL FOCUS

NPS Experience & Infrastructure

- 21 Distribution Center Locations Nationwide
- 3,250,000 sq. ft. of Modern Distribution Space
- All Centers are RF Equipped for Shipping and Receiving
- 1,000+ employees
- Over 180 sales professional
- Total sales over \$800,000,000



**NATIONAL
PRIMESOURCE**

Providing Distribution Solutions to all Retail Channels!

Home Centers



Hardware



Farm & Fleet



Garden Centers



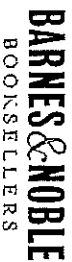
Mass Merchants



Food & Drug



Specialty



Automotive



Online Retailers



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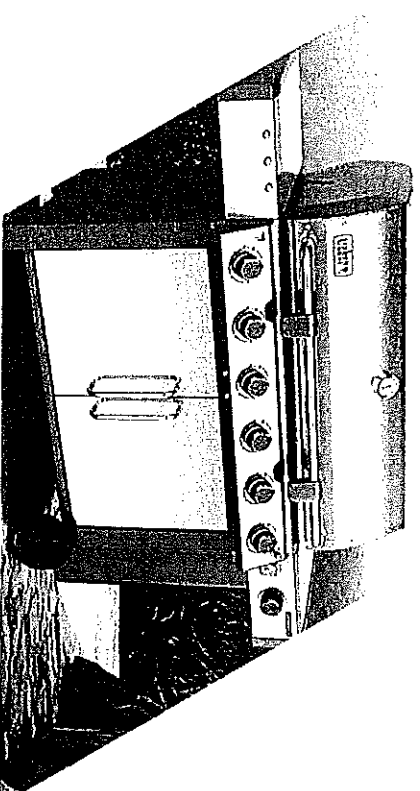
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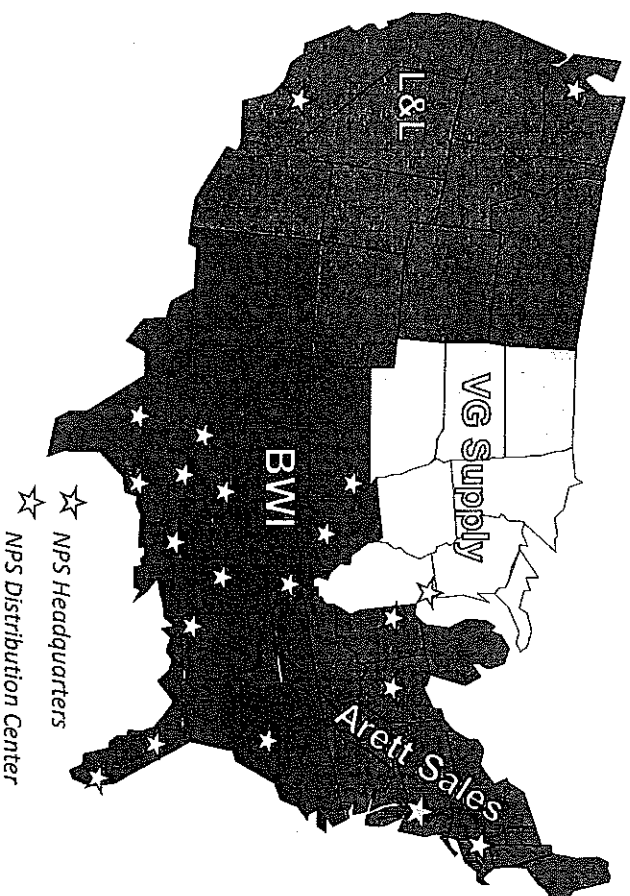


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Providing Distribution Solutions to all Retail Channels!

Home Centers



Hardware



Farm & Fleet



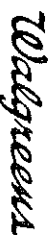
Garden Centers



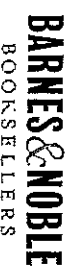
Mass Merchants



Food & Drug



Specialty



Automotive



Online Retailers

