

TOWN OF CROMWELL  
TOWN COUNCIL MEETING  
SPECIAL MEETING  
DECEMBER 12, 2018  
7:00 P.M. TOWN HALL COUNCIL CHAMBERS

AGENDA

RECEIVED FOR RECORD  
Dec 06, 2018 10:08A  
JOAN AHLQUIST  
TOWN CLERK  
CROMWELL, CT *LC*

- A. CALL TO ORDER
- B. PLEDGE OF ALLEGIANCE
- C. APPROVAL OF AGENDA
- D. COMMISSION CHAIRMAN REPORTS/LIASON REPORT/STAFF REPORTS
  - 1. Economic Development Coordinator's Report
- E. CITIZEN COMMENTS
- F. MAYOR'S UPDATE
- G. TOWN MANAGER'S UPDATE
- H. CHIEF OF POLICE'S UPDATE
- I. PUBLIC WORKS DIRECTOR'S UPDATE
- J. FINANCE DIRECTOR'S UPDATE
  - 1. Budget Reports
- K. FINANCIAL
  - 1. Tax Refunds
  - 2. Financial
    - a. Discussion and action to apply for 2019 JAG grant
    - b. Discussion and action to appropriate \$10,000 from capital Non-Recurring of which 100% will be reimbursed back to the Town
- L. OLD BUSINESS
  - 1. Discussion and possible action on Cromwell Creek drainage issues.-TABLED
- M. NEW BUSINESS
  - 1. Grievance, UE Local 222
    - a. Step 3 -Craig Radican

2. Discussion and Action to approve FFY 2018 State Homeland Security Grant Program Region 3 Memorandum of Agreement.
3. Discussion and possible action on the Cromwell Creative Art District
4. Discussion and possible action on the Community Events Committee

**N. APPROVAL OF MINUTES**

1. Regular Meeting November 7, 2018

**O. APPOINTMENTS**

1. Committee to Support People with Disabilities -tabled
  - a. Joe Morin -Tabled
2. Cromwell Youth Service Advisory Board Members 18/19.  
As attached to the agenda.

**P. RESIGNATIONS**

1. Senior Services Commission
  - a. Michael Parent - November 29, 2018

**Q. COUNCIL LIAISON REPORTS**

**R. EXECUTIVE SESSION**

1. Land Acquisition
  - b. Action if necessary
2. Negotiation Strategies
3. Discussion and possible action on Highway/Sewer Facility

**S. CORRESPONDENCE**

1. Letter from Department of Public Health (No Action)

**T. ADJOURN**

**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.

**To: Town Council**  
**From: Stuart B. Popper, Economic Development Coordinator**  
**Date: December 5, 2018**  
**Re: Economic Development Coordinator Report for December 2018**

**1. Projects Currently Under Construction:**

- The new Shop Rite and Marshals stores at 45 Shunpike Road;
- The 403,000 square foot warehouse building at 120 County Line Drive;
- The new 43,000 square foot club house at the TPC at 1 Golf Club Road;
- The Arbor Meadows (phased development of 75 new single family homes) at 76 Field Road and
- The new 9,000 square foot Dollar General at 539 Main Street.

**2. New Businesses to Open Soon:**

- Café Luna and Joe's Filling Station restaurants at 35 Berlin Road;
- Mizzu Asian Bistro and Gyro Love restaurants at 136 Berlin Road.

**3. Business Visitations:**

- The business visitation program will resume in January 2019.

**4. Planning and Zoning Commission December 18, 2018 Agenda includes:**

- Application #18-62: Request for a Special Permit under Section 3.3.C.4 of the Zoning Regulations to permit a school for training in occupational skills (Connecticut School of Massage) at 45 Shunpike Road. HBN-CSC LLC C/O HB Nitkin Group is the Applicant and the Owner.
- Application # 18-80: Request for Site Plan Approval to construct a new 11,925 square foot office/manufacturing building at 40 Commerce Drive. RDB Properties, LLC is the Applicant and CG Holdings II LLC is the Owner.

**5. Planning and Zoning Commission Applications Approved at the October 17, and November 8, 2018 Meetings:**

- Application #18-59: Request for Site Plan Approval to construct a new access drive, 54 living units and dining, meeting and recreational facilities at 52 Missionary Road. Covenant Home Inc., Covenant Village of Cromwell is the Applicant and the Owner.
- Application #18-63 Request to modify the Site Plan to construct new green houses and a loading dock addition at 419 Main Street. Cromwell Growers, Inc. is the Applicant and Cromwell Realty, LLC is the Owner.
- Application #18-67: Request for a Special Permit under Section 3.3.C.4 and 6.5 of the Zoning Regulations to permit a drive thru at the new Starbucks Coffee Shop 136 Berlin Road. TNO Cromwell, LLC is the Applicant and the Owner.
- Application #18-68: Request for a Site Plan Approval to construct a Starbucks Coffee Shop at 136 Berlin Road. TNO Cromwell, LLC is the Applicant and the Owner.

# TOWN OF CROMWELL, CT

## YEAR-TO-DATE BUDGET REPORT

FOR 2019 05

	ORIGINAL APPROP	TRANSFERS/ ADJUSTMENTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001 TOWN MANAGER'S OFFICE	365,585	903	366,488	145,473.31	554.14	220,460.55	39.8%
002 TOWN CLERK'S OFFICE	211,541	2,526	214,067	79,419.50	21,736.34	112,911.16	47.3%
003 REGISTRAR OF VOTERS	71,423	1,064	72,487	41,829.76	6,178.23	24,093.74	66.8%
004 PLANNING COMMISSION	3,525	0	3,525	1,956.79	0.00	23,767.32	32.2%
005 ECONOMIC DEVELOPMENT	24,761	380	25,141	1,373.68	0.00	1,264.90	5.5%
006 BOARD OF FINANCE	1,350	0	1,350	85.10	0.00	2.00	6.3%
008 CHARTER REVISION COMM	2	0	2	0.00	0.00	1,324.10	0%
009 BOARD OF ASSESSMENT APPEALS	1,700	0	1,700	375.90	0.00	1,324.10	22.1%
010 ZONING BOARD OF APPEALS	1,235	0	1,235	443.29	112.68	679.03	45.0%
011 INLAND WETLANDS	2,300	0	2,300	1,306.86	95.00	898.14	61.0%
012 COMM. FOR DISABLED PEOPLE	100	0	100	0.00	0.00	100.00	0%
013 DONATIONS AND DUES	48,860	0	48,860	37,801.00	10,500.00	559.00	98.9%
014 TOWN COUNCIL	38,155	0	38,155	30,565.40	5,755.00	1,834.60	95.2%
015 LEGAL EXPENSE	212,764	0	212,764	63,869.68	134,867.61	14,026.71	93.4%
016 CENTRAL SERVICES	140,300	0	140,300	60,523.79	64,621.35	15,154.86	89.2%
017 INSURANCE EXPENSE	606,340	0	606,340	278,326.11	249,289.32	78,724.57	87.0%
018 GENERAL EXPENSE	593,002	200,000	793,002	779,172.57	8,250.00	5,579.43	99.3%
019 DEVELOPER/PLANNER	127,220	2,937	130,157	59,493.51	220.00	70,443.49	45.9%
020 FINANCE DEPARTMENT	399,405	3,486	402,891	166,118.00	5,629.55	231,143.45	42.6%
021 TAX COLLECTOR	144,691	604	145,295	59,671.03	932.57	84,691.40	41.7%
022 ASSESSOR'S OFFICE	232,032	2,361	234,393	103,942.10	3,608.00	126,842.90	45.9%
030 PUBLIC WORKS ADMIN.	272,252	2,345	274,597	107,107.13	13,203.12	154,286.75	43.8%
031 ENGINEERING	232,660	4,558	237,218	87,066.52	13,550.22	136,601.26	42.4%
032 SOLID WASTE REMOVAL	639,977	0	639,977	206,720.62	263,653.73	169,602.65	73.5%
033 BUILDING INSPECTION	193,938	4,436	198,374	78,484.93	2,070.43	117,818.64	40.6%
034 HIGHWAY DEPT.	1,380,563	0	1,380,563	351,486.35	250,876.47	778,200.18	43.6%
035 BUILDING MAINTENANCE	611,146	0	611,146	224,388.01	61,327.48	325,430.51	46.8%
036 PARKS & GROUNDS	415,380	0	415,380	155,580.47	37,592.62	222,206.91	46.5%
037 PUBLIC WORKS-OTHER	400,825	0	400,825	95,225.28	181,458.92	123,840.80	69.1%
038 VEHICLE MAINTENANCE	336,264	0	336,264	117,124.16	61,733.56	157,406.28	53.2%
040 POLICE DEPARTMENT	3,399,842	0	3,399,842	1,356,519.90	49,277.83	1,994,044.27	41.3%
041 EMERGENCY MANAGEMENT	19,950	0	19,950	4,625.00	875.00	14,450.00	27.6%
042 ANIMAL CONTROL	87,237	0	87,237	32,699.26	0.00	54,537.74	37.5%
050 HEALTH DEPARTMENT	188,362	2,583	190,945	90,138.16	23,445.82	77,361.02	59.5%
051 HUMAN SERVICES	124,930	1,738	126,668	50,046.34	7,737.32	74,884.34	40.4%
053 SENIOR SERVICES	98,736	1,232	99,968	34,465.61	8,282.04	57,220.55	42.8%
054 YOUTH SERVICES	100,902	0	100,902	33,642.98	1,789.08	65,469.94	35.1%
055 TRANSPORTATION SERVICES	124,829	1,046	125,875	58,050.68	3,548.55	64,275.77	48.9%
060 RECREATION DEPARTMENT	237,062	4,404	241,466	91,756.54	7,786.78	141,922.68	41.2%
061 LIBRARY	574,339	5,211	579,550	248,374.27	13,391.74	317,983.99	45.2%
070 BONDED DEBT	3,687,300	0	3,687,300	298,650.00	1,090,198.48	3,388,650.00	8.1%
080 EMPLOYEE BENEFITS	3,563,379	-43,006	3,520,373	1,375,240.77	0.00	1,054,933.75	70.0%
090 BOARD OF EDUCATION	29,724,214	0	29,724,214	8,489,834.89	0.00	21,234,379.11	28.6%
119 DEVELOPMENT COMPLIANCE	95,333	2,192	97,525	37,861.44	0.00	59,663.56	38.8%



# TOWN OF CROMWELL, CT

## YEAR-TO-DATE BUDGET REPORT



FOR 2019 05

120 CONSERVATION COMMISSION	ORIGINAL APPROP	TRANSFERS/ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
120 CONSERVATION COMMISSION	1,210	0	1,210	140.00	.00	1,070.00	11.6%
GRAND TOTAL	49,736,821	200,000	49,936,821	15,535,976.69	2,597,712.48	31,803,131.83	36.3%

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

# TOWN OF CROMWELL, CT

## YEAR-TO-DATE BUDGET REPORT



FOR 2019 05

	ORIGINAL ESTIM REV	ESTIM REV ADJUSTMTS	REVISED EST REV	ACTUAL YTD REVENUE	REMAINING REVENUE	PCT COLL
002 TOWN CLERK'S OFFICE	-334,600	0	-334,600	-107,395.84	-227,204.16	32.1%
021 TAX COLLECTOR	-43,450,321	0	-43,450,321	-24,103,789.39	-19,346,531.61	55.5%
022 ASSESSOR'S OFFICE	-500	0	-500	-90.00	-410.00	18.0%
030 PUBLIC WORKS ADMIN.	-40,300	0	-40,300	-18,356.57	-21,943.43	45.5%
033 BUILDING INSPECTION	-150,100	0	-150,100	-257,774.60	107,674.60	171.7%
040 POLICE DEPARTMENT	-88,700	0	-88,700	-22,833.38	-65,866.62	25.7%
042 ANIMAL CONTROL	-750	0	-750	-300.00	-450.00	40.0%
050 HEALTH DEPARTMENT	-25,500	0	-25,500	-3,275.00	-22,225.00	12.8%
053 SENIOR SERVICES	-1,500	0	-1,500	-1,276.00	-224.00	85.1%
054 YOUTH SERVICES	-4,000	0	-4,000	-80.00	-3,920.00	2.0%
061 LIBRARY	-8,000	0	-8,000	-3,194.90	-4,805.10	39.5%
206 BOARDS & COMMISSIONS	-4,720	0	-4,720	-15,334.70	10,614.70	324.9%
207 STATE OF CONNECTICUT	-4,517,124	0	-4,517,124	-1,371,933.91	-3,145,190.09	30.4%
208 MISCELLANEOUS SOURCES	-481,706	0	-481,706	-428,068.32	-53,637.68	88.9%
999 FUND BALANCE	-629,000	0	-629,000	.00	-629,000.00	.0%
GRAND TOTAL	-49,736,821	0	-49,736,821	-26,333,702.61	-23,403,118.39	52.9%

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

Condition(s) :	Bill	Dist/Susp/Bank	Name	Address	Int Date: 12/03/2018	Int Date	Prop Loc/Vehicle Info.	UniqueID/Reason	Tax	Int	L/F	Total Adjusted	Overpaid Tax
2016-03-0062702	1		TOYOTA LEASE TRUST	3200 WEST RAY ROAD	2014/4T3BA3BB2EU055638	7/14/2017	2014/4T3BA3BB2EU055638	62738	379.21	0.00	0.00	379.21	-126.40
			CHANDLER AZ 85226		Sec. 12-129 Refund of Excess Payments.				505.61	0.00	0.00	505.61	
2016-03-0062714	1		TOYOTA LEASE TRUST	3200 WEST RAY ROAD	2014/4T4BF1FK3ER343764	7/21/2017	2014/4T4BF1FK3ER343764	62750	158.08	0.00	0.00	158.08	-158.09
			CHANDLER AZ 85226		Sec. 12-129 Refund of Excess Payments.				316.17	0.00	0.00	316.17	
2016-03-0062737	1		TOYOTA LEASE TRUST	3200 WEST RAY ROAD	2013/JT1ZE4FE8DJ043105	7/20/2017	2013/JT1ZE4FE8DJ043105	62773	187.23	0.00	0.00	187.23	-93.45
			CHANDLER AZ 85226		Sec. 12-129 Refund of Excess Payments.				280.68	0.00	0.00	280.68	
2016-03-0064089	1		TOYOTA LEASE TRUST	3200 WEST RAY ROAD	2015/2T3RFRFV8FW297425	7/14/2017	2015/2T3RFRFV8FW297425	64123	340.62	0.00	0.00	340.62	-170.06
			CHANDLER AZ 85226		Sec. 12-129 Refund of Excess Payments.				510.68	0.00	0.00	510.68	
2016-04-0082115	1		TOYOTA LEASE TRUST	3200 W RAY RD	2016/3TWCZ5AN8GM038917	1/9/2018	2016/3TWCZ5AN8GM038917	82115	677.76	0.00	0.00	677.76	-61.33
			CHANDLER AZ 85226-2455		Sec. 12-129 Refund of Excess Payments.				739.09	0.00	0.00	739.09	
2017-03-0051748	1		CAB EAST LLC	FO BOX 105704	2013/2FMDK4JC1DBB51585	10/22/2018	2013/2FMDK4JC1DBB51585	51749	0.00	0.00	0.00	0.00	-399.21
			ATLANTA GA 30348-5704		Sec. 12-129 Refund of Excess Payments.				399.21	0.00	0.00	399.21	
2017-03-0052182	1		CHADKIEWICZ MICHAEL	161 SHUNPIKE RD	2015/3NICE2CP4FL437985	10/29/2018	2015/3NICE2CP4FL437985	52187	195.34	0.00	0.00	195.34	-329.40
			CROWWELL CT 06416-1143		Sec. 12-129 Refund of Excess Payments.				524.74	8.04	0.00	532.78	
2017-03-0053504	1		DIPLOLA MARIA + DAMBROGIO GIUSEPPE S	39 EVERGREEN RD	2015/1N4AL3AP3FC492593	12/3/2018	2015/1N4AL3AP3FC492593	53510	51.05	0.00	0.00	51.05	-141.37
			CROWWELL CT 06416-1441		Sec. 12-129 Refund of Excess Payments.				192.42	0.00	0.00	192.42	
2017-03-0055921	1		HYUNDAI LEASE TITLING TRUST	10550 TALBERT AVE	2015/KM8JTCAP2F0077255	10/1/2018	2015/KM8JTCAP2F0077255	55926	258.60	0.00	0.00	258.60	-129.13
			FOUNTAIN VALLEY CA 92708-6031		Sec. 12-129 Refund of Excess Payments.				387.73	0.00	0.00	387.73	
2017-03-0056993	1		LANGDON JOSHUA D	95 COURT ST	2001/1GCHK24U11E183175	11/14/2018	2001/1GCHK24U11E183175	56998	38.35	0.00	0.00	38.35	-114.97
			CROWWELL CT 06416-1246		Sec. 12-129 Refund of Excess Payments.				153.32	0.00	0.00	153.32	
2017-03-0058319	1		MILLANE MICHAEL E	34 FIELD RD	2004/1FAFP42X44F236845	10/23/2018	2004/1FAFP42X44F236845	58326	103.42	0.00	0.00	103.42	-34.47
			CROWWELL CT 06416-1503		Sec. 12-129 Refund of Excess Payments.				137.89	0.00	0.00	137.89	
2017-03-0058320	1		MILLANE NURSERIES INC.	604 MAIN ST	1984/3803	10/23/2018	1984/3803	58327	10.97	0.00	0.00	10.97	-5.45
			CROWWELL CT 06416-1444		Sec. 12-129 Refund of Excess Payments.				16.42	0.00	0.00	16.42	
2017-03-0058325	1		MILLANE NURSERIES INC.	604 MAIN ST	1987/1HTLDTVN8HHA25027	10/23/2018	1987/1HTLDTVN8HHA25027	58332	27.34	0.00	0.00	27.34	-5.49
			CROWWELL CT 06416-1444		Sec. 12-129 Refund of Excess Payments.				32.83	0.00	0.00	32.83	
2017-03-0058327	1		MILLANE NURSERIES INC	604 MAIN ST	2005/43YDC081X5G041728	10/23/2018	2005/43YDC081X5G041728	58334	27.15	0.00	0.00	27.15	-13.56
			CROWWELL CT 06416-1444		Sec. 12-129 Refund of Excess Payments.				40.71	0.00	0.00	40.71	
2017-03-0058328	1		MILLANE NURSERIES INC	604 MAIN ST	1972/F60DCP26159	10/23/2018	1972/F60DCP26159	58335	21.90	0.00	0.00	21.90	-10.93
			CROWWELL CT 06416-1444		Sec. 12-129 Refund of Excess Payments.				32.83	0.00	0.00	32.83	
2017-03-0059629	1		PEAPOD LLC	300 SRIVERSIDE PLZ	2015/JALE5W164F902579	9/24/2018	2015/JALE5W164F902579	59639	1,865.73	0.00	0.00	1,865.73	-1,926.70
			CHICAGO IL 60606-6641		Sec. 12-129 Refund of Excess Payments.				3,792.43	83.95	5.00	3,881.38	
2017-03-0062233	1		TACKETT ANDREA D + C/O DANIEL L FRICK	4611 CROSSTICK COURT	2010/1GNRED3AS119668	12/3/2018	2010/1GNRED3AS119668	62245	85.03	0.00	0.00	85.03	-29.16
			SYLVANIA OH 43560		Sec. 12-129 Refund of Excess Payments.				114.19	0.00	0.00	114.19	
2017-03-0062676	1		TOYOTA LEASE TRUST	3200 W RAY RD	2013/2T3RFRFV3DW110591	11/20/2018	2013/2T3RFRFV3DW110591	62688	0.00	0.00	0.00	0.00	-346.03
			CHANDLER AZ 85226-2455		Sec. 12-129 Refund of Excess Payments.				346.03	0.00	0.00	346.03	
TOTAL									4,427.78	0.00	0.00	4,427.78	-4,095.20
									8,522.98	91.99	5.00	8,619.97	



# CROMWELL POLICE DEPARTMENT

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*Denise Lamontagne*  
*Chief of Police*

To: Anthony J. Salvatore  
Town Manager

From: Chief Denise Lamontagne 

Subject: 2019 JAG Grant

Date: December 3, 2018

I am requesting that you add the above grant to the Town Council Agenda, December 12, 2018, for permission to apply for the above 2019 JAG Grant.

Sergeant Penn has prepared a grant application for \$10,000 to purchase simunitions equipment and provide officer training in active shooter scenarios.

I am requesting an appropriation of \$10,000 from Capital Non-Recurring of which 100% will be reimbursed back to the Town.

Upon approval by the Town Council for the above, I will be making a request to the Board of Finance at their December 13, 2018 meeting for their approval of funding.

Attachment

cc: Marianne Sylvester, Finance Director



# Office of Policy and Management

## 2019 JAG Local VCP

### 2019 JAG Local VCP Grant Program Violent Crime Prevention (VCP) (Distribution of JAG Local FY 2015 and FY 2016 Federal Grant Funds)

| [2015 JAG VCP Grant](#) | [2014 CCSU Racial Profiling Project Support](#) | [2013 JAG PVET Grant](#) | [2012 Summer Violence Prevention Grants](#) |

| [2009 ARRA JAG Local Grant](#) | [DOJ Direct Local JAG Awards](#) | [CT Policing Jurisdictions](#) |

| [JAG Local Main Page](#) |

## Announcement

The ***State of Connecticut Office of Policy and Management (OPM)*** is providing grants to assist local police departments with violent crime prevention and public safety improvements.

The grant is funded by the federal Justice Assistance Formula Grant (JAG) program.

- This is a "one-time" grant.
- No future "continuation" or "supplemental" funds are available.
- Primary purpose of this grant is to assist local governments with preventing violent crime and improving public safety.

**Purpose Areas:** The 2019 JAG Local VCP grant must address one or more of the following purpose areas:

- Reduce and prevent violent crime and gun violence
- Reduce and prevent gang/groups violence
- Support and expand community policing strategies
- Improve police response to domestic violence and sexual assault crime
- Improve police response to mentally ill offenders

**Eligibility:** The 2019 JAG Local VCP Grant is available to ninety-one local governments with "organized police departments".

**Grant Allocation:** Funds are allocated to municipalities based on violent crime rate (VCR). (Please refer to the *2019 JAG Local VCP ALLOCATION Chart*.)

**Match Requirement:** There is **NO** match requirement for the JAG VCP grant.

#### Use of Funds:

Police departments must submit a "Narrative" description of the proposed use of funds as well as a "Budget". **2019 JAG Local VCP** funds may be used for the following types of goods, services and activities which must be described and detailed in the "Narrative" and "Budget".

- Police training curriculum and officer training time
- Community policing events, training and technical assistance
- Body-worn cameras and cruiser camera systems
- Cruiser equipment, mobile data terminal, license plate reader and other cruiser equipment
- Communication and dispatch technology
- Information technology, computers and peripheral equipment
- Police over-time for "special" operation, task force or multi-jurisdictional investigation

- Police protective gear and officer equipment
- Technology and equipment for tactical response, surveillance and investigation

# Deadline for Application Submission: November 26, 2018

## DOWNLOADS

2019 JAG Local VCP Guidance and Instructions			
No.	Document	Type	Download
1	2019 JAG Local Application Submittal Checklist	PDF; 1 page; 283 KB	<a href="#">Submittal Checklist</a>
2	2019 JAG Local Application Rules and Requirements	PDF; 14 pages; 699 KB	<a href="#">Grant Application Rules</a>
3	2019 JAG Local Budget Instructions	PDF; 4 pages; 379 KB	<a href="#">Budget Instructions</a>
4	How to Check Status: System for Award Management (SAM)	PDF, 7 pages, 1,557 KB	<a href="#">Check Status: SAM System</a>

2019 JAG Local VCP Grant Application Package			
No.	Document	Type	Download
1	2019 JAG VCP Grant Project Application	Word Fillable; 8 pages; 182 KB	<a href="#">Application Word</a>
		PDF; 8 pages; 306 KB	<a href="#">Application PDF</a>
2	2019 JAG VCP Project Budget Spreadsheet	EXCEL; 6 pages; 40 KB	<a href="#">Budget Spreadsheet</a>
3	2019 Authorized Signature Form	PDF; 1 page; 270 KB	<a href="#">Authorized Signature</a>
4	2019 Assurances and Certifications Form	PDF; 1 page; 59 KB	<a href="#">Assurances Certifications</a>
5	2019 Certification of Compliance/Equipment Or Controllable Property	PDF; 1 page; 166 KB	<a href="#">Controllable Property</a>
6	2019 CHRO Compliance Statement	PDF Fillable; 11 pages; 706 KB	<a href="#">CHRO Compliance</a>
7	2019 SAM.gov Verification	PDF; 2 pages; 303 KB	<a href="#">SAM Verification</a>

Body Armor Mandatory Wear Policy Certification Form			
No.	Document	Type	Download
1	Mandatory Wear Policy Certification Form	PDF, 1 Page, 19 KB	<a href="#">Mandatory Wear</a>

Distribution by Connecticut Police Chiefs Association			
No.	Document	Type	Download
1	2019 JAG Local VCP Allocation Table "OPTION C"	PDF; 3 pages; 395 KB	<a href="#">OPTION C</a>
2	2019 JAG Local VCP OPM Transmittal Memo to CPCA	PDF; 1 page; 55 KB	<a href="#">OPM Transmittal Memo</a>
3	2019 JAG Local VCP Announcement	PDF; 2 pages; 434 KB	<a href="#">Announcement</a>
4	2019 JAG Local VCP Eligible Equipment List	PDF; 3 pages; 296 KB	<a href="#">Eligible Equipment List</a>
5	2019 JAG Local VCP Instructions	PDF; 1 page; 249KB	<a href="#">Instructions</a>
6	2019 JAG Local VCP Time Line	PDF; 1 page; 331 KB	<a href="#">Time Line</a>

Content Last Modified on 10/29/2018 4:34:53 PM

Dear, Council Members

Date 11/11/18

Subject: Cromwell Creek

Problem:

Water over the road is a public safety issue, also taking into account the trestle that supports the railroad transit system constantly being submerged is not advisable.

Solution :

If the Town engineer were to establish a reading (elevation) of the flow line (bottom) of the 24" Drain pipe . Measure a Minimum distance of 150'-200' ...ignoring the surrounding and existing terrain follow downstream 2% pitch grade from the trestle discharge area approximate total descent 18" lower . Excavate sand silt and overgrowth to those specifications, I guarantee no water will be over the road for 10 years.

These are basic competencies in engineering...why weren't these preliminary steps taken before the Freeman Study was prepared and purchased. (Cost \$5000)

Your thoughts,

Respectfully Submitted

Myron P. Johnson  
Cromwell Town Council Member

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

**Memorandum**

**To:** Anthony Salvatore –Town Manager

**cc:** Lou Spina – Director of Public Works  
Mayor

Members of the Town Council

**From:** Jon Harriman

**Date:** 11/16/2018

**Re:** Response to Councilman Johnson's Letter of 11/11/2018

---

I have received Councilman Johnson's letter of November 11, 2018 regarding Cromwell Creek at South Street.

I find the letter to be inaccurate in every paragraph, and nearly every sentence. I would suggest that if one wishes to criticize my "basic competencies in engineering" that they first check to be sure of their facts before submitting it in writing.

When Mr. Johnson defines the problem he indicates that it is unadvisable to have the railroad trestle constantly submerged. It is a certainty that the CTDOT and the owners of the railroad are aware that the railroad tracks were constructed in miles upon miles of flood plain along the banks of the Connecticut River. The trestle is owned by others, not the Town of Cromwell. If those other entities wish to change the layout or make improvements to Cromwell Creek, they should come forward. The FEMA flood profile of Cromwell Creek shows that this location is subject to flooding (trestle becomes submerged), and the railroad has been there for more than a century.

The letter refers to a 24" drain pipe (culvert crossing South Street). This is not accurate; the correct pipe information was provided to the Council in my letter submitted for the November Council meeting and is a part of the record. There is a pair of 30" corrugated metal pipes lying side by side at the South Street Crossing of Cromwell Creek. As I have previously stated the two pipes are undersized and do not meet the Town's current design standard. Those two pipes can only convey 27% of the design storm, the rest passes over the road. Mr. Johnson maintained at the last Council Meeting that these pipes are 80% clogged. I do not agree with that statement, but I can assure you that if pair of brand new 30" pipes were to be placed there tomorrow it would not make a bit of difference. The problem is that the pipes are too small for storm events and further downstream is clogged with decades of sediment.

The next sentence of the letter has some elementary school level math in it proposing to modify (excavate) the pitch in grade of the creek bottom over a certain distance. The Councilman got his math wrong. A 2% pitch over a distance of 150 to 200' is not approximately 18". Not even close, the correct answer is 36 to 48". A quick look at the FEMA flood profile of Cromwell Creek will show why this is infeasible. An enlarged section of the profile with Mr. Johnson's proposed solution is attached to this letter. Unless pumped, water flows downhill. Engineers cannot "ignore the surrounding and existing terrain" as the letter suggests.

As requested and shown on the enlarged profile, I carried Mr. Johnson's 2% pitch the full 200 feet as suggested (sketched in blue). As you can see the bottom of the Creek at a distance of 200 feet from South Street culvert will be forty two inches below the elevation of the Creek just downstream of the proposed "solution". In fact that elevation (hole in the creek) matches the invert of the culvert crossing the Mattabassett ROW which is 1800' downstream. Again, without a pump, water only flows downhill. You cannot reduce the hydraulic grade line to zero and expect water to flow. In fact this "solution" will create a hydraulic back water effect that will increase the flooding issues upstream at South Street. The existing grade between the two culverts is approximately 0.2%, a point that I raised at the November Council meeting. You cannot increase that grade without lowering the downstream culvert elevation. You cannot lower the downstream culvert elevation without lowering other downstream culvert elevations, and ultimately you cannot lower the downstream culverts without lowering the elevation of the Connecticut River.

The engineering department has previously surveyed the Cromwell Creek profile downstream of the culvert a distance that covers the 200-foot excavation proposed. Our data matches that of the FEMA profile of Cromwell Creek, and confirms that Councilman Johnson's proposal is infeasible.

Mr. Johnson's guarantee that this "solution" will keep water off of the road for ten years is naïve when we know that the twin pipes can only convey 27% of the design storm. If the excavation of the Creek a distance of 200 feet down stream was feasible, the pipes under the road are still too small.

The letter states "These are basic competencies in engineering". They are not - the "solution" presented by the Councilor will not work. There is no engineering in the letter, but an engineer would be able to compute the elementary school level mathematics presented in the second paragraph. The letter implies that the Town has failed to perform maintenance of the Creek. The Town is not responsible for maintaining the rivers and streams of Cromwell. Think for a minute about all of the named and unnamed rivers, streams, creeks, etc. running through Town. The Town could not possibly maintain all of that private property. In fact, Town ordinance specifically identifies the property owner as the responsible party for such maintenance.

*December 5, 2018*

The only maintenance the Town is obligated to perform is along or through property owned by the Town of Cromwell.

The letter closes by referring to the Freeman report. The cost is exaggerated greatly; the fee was less than \$2,500. The Freeman report was undertaken at the request of the Town Council furthering and affirming the representations I had made to the Council previously on the subject.

I would ask that Councilman Johnson's letter along with this response be made a part of the record. The Councilor has represented himself as an expert in these matters when clearly the letter submitted demonstrates a complete lack of understanding. Last spring Councilor Johnson declared that the solution to the issues at South Street culvert was to put Cromwell Creek into a single 30 inch pipe and route it down the west side of the railroad crossing under the railroad somewhere downstream. That proposal also would not work and was absurd at best (two thirty inch pipes are not nearly big enough).

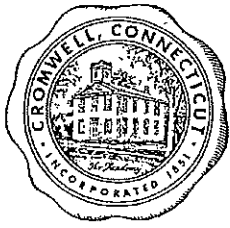
It is my opinion, and that of Freeman Companies, that to make any improvement to the flooding issues the Town will need to expend funding in the range of \$1M or more. With that said, we will not guarantee that water will not go over the road for any period of years, let alone ten. South Street at Cromwell Creek is in the floodplain influenced by the Connecticut River and that cannot be changed for any amount of money.

At this point the Council must decide if the Town will maintain status quo (blockade the road during flooding) or allocate funds to develop plans to mitigate but not entirely fix the flooding issues. I look forward to a closure on this matter, rather than continuing to waste time and taxpayer dollars investigating infeasible "solutions".









# Town of Cromwell

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NATHANIEL WHITE BUILDING  
41 WEST STREET  
CROMWELL, CONNECTICUT 06416

September 21, 2018

Craig Radican  
Maintainer 2  
Highway Department

Mr. Radican,

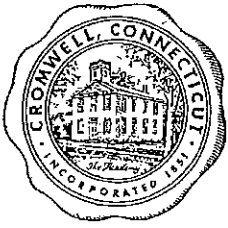
You are required to attend a pre-disciplinary hearing in my office on Tuesday, September 25, 2018 @ 10:00am to discuss the temporary lapse with your medical certification associated with your CDL license. As you are aware, it is a condition of your employment that you possess a valid CDL with all appropriate certifications.

At this time, the Town is considering discipline for this action. Your union representation has been copied on this notification and will be present for this hearing.

Sincerely,

Louis J. Spina, Jr.  
Director of Public Works

CC: Anthony J. Salvatore  
Michael Greco, Union President



# Town of Cromwell

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NATHANIEL WHITE BUILDING  
41 WEST STREET  
CROMWELL, CONNECTICUT 06416

October 2, 2018

Craig Radican  
Maintainer 2  
Highway Department

Mr. Radican,

After careful consideration of all the facts discussed at your pre-disciplinary hearing, it is my decision that you are to serve a one (1) day suspension, without pay, for your action. Your temporary lapse of your medical card/certification deems you ineligible to perform core functions of your job requirements. Furthermore, it exposes the Town to increased liability in the event you were involved in a motor vehicle accident.

The date of this suspension will be Wednesday, October 11, 2018. Please note that any future incidents will be addressed on a progressive scale. Please feel free to contact me with any questions or concerns.

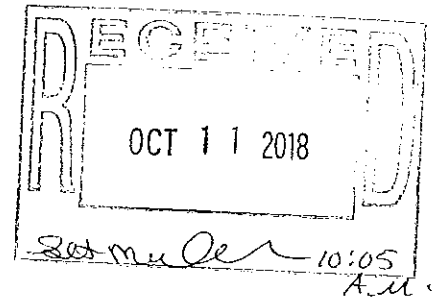
Sincerely,

Louis J. Spina, Jr.  
Director of Public Works

CC: Anthony J. Salvatore  
Michael Greco



## Grievance Complaint Form



Name Radican Craig  
(Last, First, Middle Initial)

Address 41 West St, Cromwell, Ct 06416  
(Street, City, State, Zip Code)

Telephone No. (Home) 860-632-3448 (Work) \_\_\_\_\_

Name and Address of Municipal Agency Where Employed \_\_\_\_\_

Occupation Truck Driver Grade or Title H2

Grievance The Union believes that the discipline given to the employee by the Town is extreme.

Violations (Contract Article(s), Rules or Regulations, Policy, Past Practice, Laws) Article 8

section 2 page (8) and any other articles that may apply

Remedy Requested Discipline to employee be reduced to verbal warning. List provided annually of all CPL drivers, all expiration date of medical cards. Employee made whole of wages lost for the one day suspension

[Signature]  
Signature of Employee

10/11/18  
Date

Michael J Greco  
Signature of Steward

10/11/18  
Date

(over)

\_\_\_\_\_ Appealed \_\_\_\_\_ Accepted

\_\_\_\_\_ Management Signature \_\_\_\_\_ Date 10-22-18

\_\_\_\_\_

Management Signature \_\_\_\_\_ Date \_\_\_\_\_

Steward Signature \_\_\_\_\_ Date \_\_\_\_\_

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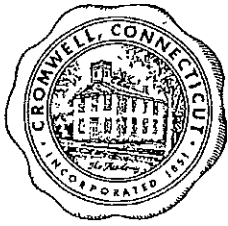
Management Signature \_\_\_\_\_ Date \_\_\_\_\_

Steward Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_

Management Signature \_\_\_\_\_ Date \_\_\_\_\_

Steward Signature \_\_\_\_\_ Date \_\_\_\_\_



# Town of Cromwell

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NATHANIEL WHITE BUILDING  
41 WEST STREET  
CROMWELL, CONNECTICUT 06416

October 22, 2018

Craig Radican  
Maintainer 2  
Highway Department

Mr. Radican,

This letter is to serve as notification that step one of your grievance has been denied. The reason for this denial is that I feel the union failed to demonstrate any violation of the collective bargaining agreement.

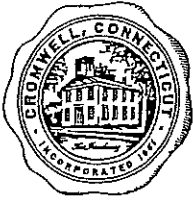
During the last contract negotiations, the town put the union on notice that the practice of reminding, scheduling and paying for medical cards would cease and that it would be the responsibility of the employees to maintain this certification.

Please feel free to contact me with any questions.

Sincerely,

Louis J. Spina, Jr.  
Director of Public Works

CC: Anthony J. Salvatore  
Michael Greco



## Town of Cromwell Office of the Town Manager

Nathaniel White Building  
41 West St  
Cromwell, CT 06416

Anthony J. Salvatore, Sr.  
Town Manager

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

October 29, 2018

Craig Radican  
13 Edgewood Road  
Cromwell, CT 06416

Dear Mr. Radican:


Upon review of your grievance and all pertinent information, this letter serves as notification that Step 2 of your grievance received on Thursday, October 25, 2018 has been denied.

Since notifying the Union during contract negotiations that the practice concerning CDL physicals would cease, the Town has not scheduled or paid for CDL physicals.

Per Article 7, Section 3 of the bargaining union contract if you wish to appeal this decision the grievance would need to be submitted to the Town Council within ten (10) working days of receiving this decision.

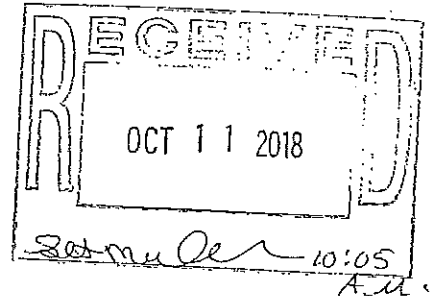
Feel free to contact me at 860-632-3412 with any questions.

Sincerely,



Anthony J. Salvatore  
Town Manager

Copy: Lou Spina, Director of Public Works  
Michael Greco, President of Local 222, CILU/CIPU



## Grievance Complaint Form

Name Radican Craig  
(Last, First, Middle Initial)

Address 41 West St, Cromwell, Ct 06416  
(Street, City, State, Zip Code)

Telephone No. (Home) 860-632-3448 (Work) \_\_\_\_\_

Name and Address of Municipal Agency Where Employed \_\_\_\_\_

Occupation TRUCK DRIVER Grade or Title H2

Grievance The Union believes that the discipline given to the employee by the Town is extreme.

Violations (Contract Article(s), Rules or Regulations, Policy, Past Practice, Laws) Article 8

section 2 page (8) and any other articles that may apply

Remedy Requested Discipline to employee be reduced to verbal warning. List provided annually of all CPL drivers, all expiration date of medical cards. Employee made whole of wages lost for the one day suspension

[Signature]  
Signature of Employee

10/11/18  
Date

Michael J Gred  
Signature of Steward

10/11/18  
Date

(over)

Informal Step Disposition:

~~Management Signature~~

Date \_\_\_\_\_

First Step Disposition:

Management Signature

Steward Signature

**Second Step Disposition:**

Management Signature

Steward Signature

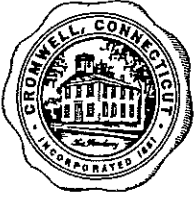
**Third Step Disposition:**

Management Signature

Steward Signature

Date \_\_\_\_\_





## Town of Cromwell Office of the Town Manager

Nathaniel White Building  
41 West St  
Cromwell, CT 06416

Anthony J. Salvatore, Sr.  
Town Manager

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

November 7, 2018

Mr. Michael Greco  
Union President  
UE Local 222


Dear Mr. Greco,

The Town Manager's office is in receipt of your third step grievance, regarding Craig Radican which is dated 10/11/18.

The Union's grievance will be heard on the next regularly scheduled Town Council meeting which will be held December 12, 2018.

If there are any questions, please let me know.

Thank you,



Anthony J. Salvatore  
Town Manager

Copies: Bonnie Price, Human Resource Coordinator  
Lou Spina, Director of Public Works ✓



**FFY 2018 STATE HOMELAND SECURITY GRANT  
PROGRAM Region 3 MEMORANDUM OF AGREEMENT**



**Data Sheet**

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

**THIS DATASHEET MUST BE COMPLETED ELECTRONICALLY**

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

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

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

<b>Point of Contact Information:</b>	
<b>POC Name &amp; Title:</b>	Anthony J. Salvatore Town Manager
<b>Address:</b>	41 West Street, Cromwell CT. 06416
<b>Email:</b>	townmanager@cromwellct.com
<b>Phone:</b>	860 632-3412
<b>Fax:</b>	860 632-3435



FFY 2018 STATE HOMELAND SECURITY GRANT  
PROGRAM Region 3 MEMORANDUM OF AGREEMENT  
CHECKLIST



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

## Instructions for: TOWN OF CROMWELL

Received by: the Town of Cromwell

**For the MOA:**

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

☐ **Authorizing Resolution Attached**

The Blanket Resolution Template includes the recommended language for the resolution. If you do not use this template, the resolution must reference the FFY 2018 Homeland Security Grant Program. No other resolutions will be accepted.

Please note: The Fiduciary and Municipality shall complete Appendix A Custodial Ownership and Memorandum of Agreement (Appendix A), for any municipality that takes ownership of equipment purchased with 2018 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

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

## Instructions for the Capitol Region Council of Governments

Received by: \_\_\_\_\_

**Review and Signature**

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

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

Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2018 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

**DUE DATE: Monday, January 7, 2019**

# MEMORANDUM OF AGREEMENT

## REGARDING USE OF FEDERAL FISCAL YEAR 2018 STATE HOMELAND SECURITY GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS Region 3

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

#### A. Introduction

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

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of TOWN OF CROMWELL, the Capitol Region Council of Governments (Fiduciary) and the Region 3 Regional Emergency Planning Team (Region 3 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2018 State Homeland Security Grant Program (SHSGP), Award No. EMW-2018-SS-00107. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. The DEMHS Advisory Council, through its Homeland Security Working Group, has approved the allocation formula for grant funds available under the SHSGP;
4. DESPP/DEMHS is retaining pass-through funds from 2018 SHSGP in the total amount of \$1,460,4984 on behalf of local units of government, for the following seven regional set-aside projects designed to benefit the state's municipalities:
  - a. Regional Collaboration;
  - b. Connecticut Intelligence Center/Fusion Center;
  - c. CBRNE Detection and Response;
  - d. Metropolitan Medical Response System;
  - e. Citizen Corps. Program;
  - f. Medical Preparation and Response; and
  - g. Cyber Security
5. DEMHS – in coordination and cooperation with the municipalities located within DEMHS Region 3 including TOWN OF CROMWELL – has created, and established bylaws for, the Region 3 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DEMHS Region 3.
6. TOWN OF CROMWELL is eligible to participate in those Federal Fiscal Year 2018 SHSGP regional allocations made through the Region 3 REPT and not included in the set-aside projects, in the amount of \$357,659 (and an additional \$60,000 for the regional bomb squad) for Region 3 which will be made available to the jurisdictions in Region 3 in the manner recommended by the Region 3 REPT in accordance with its approved bylaws, upon execution of the grant application and as accepted by the SAA.

#### B. Purpose of Agreement

The SAA and TOWN OF CROMWELL enter into Part I of this MOA authorizing the SAA to act as the agent of TOWN OF CROMWELL and allowing the SAA to retain and administer grant funds provided under 2018 SHSGP for the seven regional set-aside projects listed above, and also for The Capitol Region Council of Governments to provide the financial and programmatic oversight described below.

#### C. SAA and TOWN OF CROMWELL Responsibilities.

The SAA agrees to administer the SHSGP grant funds of \$1,460,498 in furtherance of the seven regional set-aside projects listed above.

TOWN OF CROMWELL agrees to allow the SAA to provide financial and programmatic oversight of the \$1,460,498 for the purpose of supporting the allocations and uses of funds under the

2018 SHSGP consistent with the 2018 State Homeland Security Grant Application that has been reviewed and approved by the federal Department of Homeland Security and supported by the Initial Strategy Implementation Spending Plan (ISIP) as part of the Biannual Strategy Implementation Report (BSIR) approved by the Emergency Management & Homeland Security Council, now known as the DEMHS Advisory Council. TOWN OF CROMWELL agrees to allow the SAA to hold, manage, and disburse the grant funds that have been reserved for the seven regional set-aside projects listed above.

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

TOWN OF CROMWELL also agrees to allow the Capitol Region Council of Governments to provide financial and programmatic oversight of the Federal Fiscal Year 2018 regional allocation not included in the seven regional set-aside projects in the amount of \$357,659 (an additional \$60,000 for the regional bomb squad) targeted to member municipalities in DEMHS Region 3 and recommended through the Region 3 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 3 REPT and DEMHS.

**II. AGREEMENT REGARDING CUSTODIAL OWNERSHIP OF REGIONAL ASSETS**

**A. Introduction**

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

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of TOWN OF CROMWELL, the Capitol Region Council of Governments (Fiduciary), and the DEMHS Region 3 Regional Emergency Planning Team (Region 3 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. TOWN OF CROMWELL has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of TOWN OF CROMWELL, the region, and if necessary, the State. (Please note: If a town takes ownership of assets, the Fiduciary will assist them in completing Appendix A. The Appendix will be added to this MOA).
4. The parties also agree that TOWN OF CROMWELL may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2018 grant funds, as approved by the Region 3 REPT, and DEMHS, which assets will be added to Appendix A by the Fiduciary within thirty (30) days of approval by the Region 3 REPT.
5. The Region 3 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, resource sharing and coordination.
6. The Capitol Region Council of Governments (Fiduciary) has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 3 for Federal Fiscal Year 2018.

**B. Purpose.**

DESPP/DEMHS, the Region 3 REPT, Capitol Region Council of Governments (Fiduciary), and TOWN OF CROMWELL, enter into Part II of this MOA regarding asset(s) for which TOWN OF CROMWELL agrees to be the custodial owner, and which are described in the approved 2018 Subgrant Application and will be added to this MOA as Appendix A.

**C. Agreements and Responsibilities of the Parties.**

**1. Definitions.**

As used in this MOA:

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

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

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

**3. Appendix A.**

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

**4. Responsibilities of Custodial Owner**

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

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

**5. Responsibilities of the REPT.**

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

**6. Assignment of Asset(s).**

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

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

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

**B. Authority to Enter Agreement.**

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

**C. Duration of Agreement.**

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

**D. Amendment of the Agreement.**

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

**E. Litigation.**

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

**F. State Liability.**

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

**G. Confidential Information**

Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DESPP/DEMHS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

**H. Audit Compliance.**

If TOWN OF CROMWELL through the Region 3 REPT, agrees to serve as a host or custodial owner of equipment purchased with the grant funds referenced in this MOA, then TOWN OF CROMWELL must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156 and with the Connecticut Statutes §7-396a and 396b, and the State Single Audit Act § 4-230 through 236 inclusive, and the regulations promulgated thereunder.

TOWN OF CROMWELL agrees that all fiscal records, if any, pertaining to the projects shall be maintained for a period of not less than three (3) years from the date of the signing of this MOA. Such records will be made available to state and/or federal auditors upon request.

**I. Lobbying, Debarment, and Suspension.**

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



**J. Executive Orders.**

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning non-discrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree and abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to non-discrimination, until the contract is completed or terminated prior to completion. TOWN OF CROMWELL agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is also subject to the provision of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 adopting a zero tolerance policy for workplace violence, and as such, this contract may be cancelled terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Sixteen is incorporated herein by reference and made a part thereof. The parties agree to abide by such Executive Order. The contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or non-compliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service. This contract may also be subject to Executive Order No. 14 and Executive Order No. 49. Executive Order of Governor M. Jodi Rell, promulgated April 17, 2016, concerning procurement of cleaning products and services. Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions.

**K. Non-Discrimination Clause.**

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

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

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

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

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

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

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

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

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

**L. Non-discrimination on the Grounds of Sexual Orientation.**

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

copies of the of the notice in conspicuous places available to employees and applicants for employment;

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

**M. Points of Contact.**

<b>1. The Point of Contact for the SAA</b>	
<b>Name &amp; Title:</b> Deputy Commissioner William J. Hackett	
<b>Address:</b> 1111 Country Club Road, Middletown, CT 06457	
<b>Emails:</b> william.j.hackett@ct.gov and rita.stewart@ct.gov	<b>Phone:</b> 860-685-8531 <b>Fax:</b> 860-685-8902
<b>2. The Point of Contact for TOWN OF CROMWELL</b> (Please fill in the following fields)	
<b>Name &amp; Title:</b> Anthony J. Salvatore <span style="float: right;">Town Manager</span>	
<b>Address:</b> 41 West Street, Cromwell CT. 06416	
<b>Email Address:</b> townmanager@cromwellct.com	<b>Phone:</b> 860 632-3412 <b>Fax:</b> 860 632-3435

**M. Other provisions.**

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

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

THE TOWN OF CROMWELL

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

THE CITY OF STAMFORD

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Its Chief Executed  
 Officer Duly  
 Authorized  
 Typed Name \_\_\_\_\_

**MOA THE Region 3 REGIONAL EMERGENCY PLANNING TEAM**

By:

Date:

Its Chair  
Duly Authorized  
Typed Name: \_\_\_\_\_

\_\_\_\_\_

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

Date:

By:

William J. Hackett  
Duly Authorized

\_\_\_\_\_

December 4, 2018

Edited (AEG): James Demetriades' email:

## **Creative Arts Districts**

*from a white paper for The Mayors' Institute on City Design:*

“National Endowment for the Arts offers the following Executive Summary:

In creative placemaking, partners from public, private, non-profit, and community sectors strategically shape the physical and social character of a neighborhood, town, city, or region around arts and cultural activities. Creative placemaking animates public and private spaces, rejuvenates structures and streetscapes, improves local business viability and public safety, and brings diverse people together to celebrate, inspire and be inspired.”

Federal designation is possible providing opportunities for grant money to help support initiatives.

Connecticut Grant money is available through The Connecticut Office of the Arts (COA) processed through Windham Arts

## **Cromwell Creative Arts District**

**Mission statement:** (for consideration and approval)

Located at the crossroads of Connecticut, Cromwell has a mix of small town charm, historical ambience, and suburban amenities. Our downtown is comprised of over 20 historical houses, many small businesses, and is nestled along the Connecticut River. The purpose of the Creative Arts District is to promote, recreate and energize our underutilized historic downtown district.

## **Community Events Commission**

With the dissolution of the downtown merchant association there are a group of passionate local leaders without a string to hold them all together in a cohesive town vision. A sub-committee of the Cromwell Arts Alliance, requests James Demetriades propose to the Town Council the formation of the **Community Events Commission** to get stakeholders to the table in order to create cohesive events across disciplines and organizations. Beyond encouraging collaboration it will also ensure something more important: *Coordination!*

This Commission would include a representative from the following:

- Cromwell Arts Alliance (Creative Arts District)
- Cromwell Historical Society
- Cromwell Recreation
- Cromwell Youth and Senior Services
- Cromwell Farmers' Market
- Cromwell Children's Coalition
- Cromwell Community Theater
- Cromwell PTO
- Middlesex Chamber of Commerce Rep
- Other

## **Bringing Art Alive**

The CAA sub-committee, (James Demetriades, Ann Grasso, Wendy Wilkins) offered a number of specific ideas:

1. Spruce up dilapidated spaces like the Citgo station or the concrete base on River Road with public murals. Have an artist redesign the image and allow folks to paint numbered areas maybe in coordination with the Farmers' Market.
2. Bring a black box or venue space to Main Street; a perfect meeting place for a book club, a stand-up comedian, a local band, paint night or local artists' exhibitions. Perhaps either through a gracious landlord or corporate and business sponsorship this space can be maintained at little cost to patrons. We need to find ideal landlords who would be open to this.
3. Using ideas implemented by other cities, e.g. Providence RI, telephone poles can be used to mount approved artistic installations sponsored by businesses or services. One idea for Cromwell is offering local artists a bird house to paint featuring town history, specific businesses, schools and services.
4. Historic walk: Develop a walking trail starting near Valour Green and stretching down to River Landing. This 1.5 mile walk features historic houses, several memorial greens, the train line, restaurants and the bird houses. There is already an offer by Wendy Wilkins to film these features, gather old photos and stories for documenting history to present time shown on Public Access TV and at Pierson Park.
5. Create a digital map identifying the walking trail with points of interest.

We request the support of the Town Council in setting up this Commission.

James Demetriades

**TOWN OF CROMWELL  
TOWN COUNCIL MEETING  
SPECIAL MEETING  
NOVEMBER 7, 2018  
7:00 P.M. TOWN HALL COUNCIL CHAMBERS**

**MINUTES**

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

Absent: None

Also Present: Town Manager A. Salvatore, Chief of Police D. Lamontagne, Director of Public Works L. Spina, Director of Finance M. Sylvester, Director of Planning and Development/EDC Coordinator S. Popper, Town Engineer/Asst. Public Works Director J. Harriman, Director Senior, Human and Youth Services A. Saada, Town Attorney K. Olson.

**A. CALL TO ORDER**

Mayor Faienza called the Special Meeting to order at 7:07 p.m.

**B. PLEDGE OF ALLEGIANCE**

A. Waters led the Pledge of Allegiance.

**C. APPROVAL OF AGENDA**

Motion made by R. Newton seconded by J. Demetriades and *unanimously carried* to approve the agenda. (Item #7 moved to #2)

**D. COMMISSION CHAIRMAN REPORTS/LIASON REPORT/STAFF REPORTS**

None

**E. CITIZEN COMMENTS**

1. Egonizi and Andrea spoke in favor of New Business #6.

**F. MAYOR'S UPDATE**

Mayor Faienza reported:

- The Long Range Planning Committee met last Thursday.
- Received e-mail from a resident thanking the Fire District and Police Department for their excellent service.
- A joint proclamation was done with the Fire District for a long time member of the department.
- A meeting will be held with the Fire District regarding Communications and finding other cost saving measures for taxpayers.
- The Tree Lighting will be held on December 1<sup>st</sup>. The Holiday Stroll starts at 4:30 p.m., the tree lighting will take place at 5:00 p.m.

- This month 14 Alcap Ridge was the location for the monthly business visitations.
- The Cromwell Division will meet tomorrow at Cromwell High School.
- This month's Chamber Breakfast will honor veterans.
- Sunday November 11<sup>th</sup> the American Legion Post 105 Veterans Day Ceremony will be held in the Town Hall Gym at 2 p.m.

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

Town Manager Salvatore reported:

- The water problem on Nooks Hill Road was not septic; it turned out to be a broken pipe.
- The weather conditions have been wet, which prevents working at Frisbee Park.
- The mulch was refreshed at Jenson Playground in Pierson Park.
- The walking trail was extended at Evergreen Park.
- The sidewalk grant for the northern side of Main Street was not successful. They will reapply next time the grant comes up.
- The scoreboard at Pierson Park is up and all set and bleachers are being installed for the visitor's side.
- Maintenance Department is cleaning up and painting the press box.
- Due to additional inquiries the Design to Build deadline was extended to December 3<sup>rd</sup>.

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

Chief of Police Lamontagne reported:

- Presented an update regarding officers in the academy and other staffing matters.
- The Annual-Fill-a-Cruiser will take place on December 8<sup>th</sup> from 10 a.m. until 2 p.m. at the Cromwell Stop & Shop.
- In August Parisian and Wooster Street Pizza were broken into resulting in \$40,000 worth of damage. Sgt. Kogut, Officers Jones, Perricone and Perlini were commended for their investigation of the incident.
- The Sunoco Station was broken in to on October 26<sup>th</sup>; the ATM machine was stolen.
- Chief congratulated Councilor Demetriades for passing the bar.

#### **I. PUBLIC WORKS DIRECTOR'S UPDATE**

Public Works Director Spina reported:

- The crews are preparing for winter.
- The leaf-pickup will begin on November 26<sup>th</sup>.
- The crew had to be pulled from Frisbee Park due to the wet weather.
- The Cemetery Grant is being used to maintain the cemeteries that the town maintains.



## **J. FINANCE DIRECTOR'S UPDATE**

### **1. Budget Reports**

Director of Finance Sylvester reported:

- The budget reports include the period through October.
- There are no concerns at this time.

## **K. FINANCIAL**

### **1. Tax Refunds**

**Motion** made by A. Waters seconded by S. Slade and *unanimously carried* to approve Tax Refunds 1-16.

*Mayor Faienza called for a ten minute break at 8:11 p.m.*

## **L. NEW BUSINESS**

### **1. Set dates for 2019 Council Meetings.**

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

### **2. Discussion and action to authorize the Town to apply for and receive the DUI Law Enforcement grant.**

Chief Lamontagne presented the request.

**Motion** made by A. Waters seconded by F. Emanuele and *unanimously carried* to authorize the Town to apply for and receive the DUI Law Enforcement grant.

- a. Appropriate \$19,600 within the Capital/Non-Recurring Fund (The Town will receive 100% reimbursement).

**Motion** made by A. Waters seconded by S. Slade and *unanimously carried* to appropriate \$19,600 within the Capital/Non-Recurring Fund (The Town will receive 100% reimbursement).

### **3. Discussion and action to approve an increase in Senior Yoga Instructor's hourly pay.**

Director Senior, Human and Youth Services A. Saada presented the request.

**Motion** made by F. Emanuele seconded by S. Slade and *unanimously carried* to approve an increase in Senior Yoga Instructor's hourly pay.

### **4. Discussion and possible action on whether to grant Tax Abatement for 76 Berlin Road.**

Director of Planning and Development S. Popper presented the request. The project developer, Mr. Patel, was present.

Discussion followed. Town Manager Salvatore advised the Council that the guidelines are antiquated and they will work on updating them. A recommendation will be brought to the Council in the future.

**Motion** made by A. Waters seconded by F. Emanuele to approve.

After further discussion Mr. Waters and Mr. Emanuele rescinded the motion and second.

**Motion** made by R. Newton seconded by A. Waters and *unanimously carried* to approve EDC's recommendation to approve tax abatement for 76 Berlin Road with 24 months to execute after CO is given and they have to stay in Cromwell for a minimum of 14 years.

*Mayor Faienza called for a 5 minute recess at 9:54 p.m.*

5. Discussion and possible action on Cromwell Creek drainage issues.  
Town Engineer/Asst. Public Works Director J. Harriman presented information regarding this issue and was available to answer questions and concerns.  
After a lengthy discussion the consensus of the majority of the Council was to table. A. Waters requested that Mr. Harriman accompany him to Cromwell Creek to determine whether silt is blocking the water flow.

**Motion** made by S. Slade seconded by J. Demetriades and *unanimously carried* to table.

6. Discussion and possible action on LGBTQ Advisory Committee.

**Motion** made by R. Newton seconded by S. Slade and *unanimously carried* to establish a LGBTQ Advisory Committee and empower the Mayor to bring forward names to serve on the committee.

7. Discussion and possible action to approve a resolution with respect to the funding from available unencumbered General Fund balance a portion, as shall be determined by the Board of Finance, of the \$3,660,000 appropriation for the Cromwell Belden Public Library expansion and renovations project, as approved by the Board of Finance at meeting held July 27, 2017 and the Special Town Meeting held January 10, 2018, not funded from grants, donations or other sources, in lieu of issuing bonds and notes of the Town for such purpose; and, if approved, referring such recommendation to the Board of Finance for its consideration.

**Motion** made by R. Newton seconded by S. Slade and *unanimously carried* to approve a resolution with respect to the funding from available unencumbered General Fund balance a portion, as shall be determined by the Board of Finance, of the \$3,660,000 appropriation for the Cromwell Belden Public Library expansion and renovations project, as approved by the Board of Finance at meeting held July 27, 2017 and the Special Town Meeting held January 10, 2018, not funded from grants, donations or other sources, in lieu of issuing bonds and notes of the Town for such purpose; and, if approved, referring such recommendation to the Board of Finance for its consideration.

- a. Authorize Mayor to set date and time for a special town meeting to consider and act upon a resolution with respect to the funding of the Library Renovation/Expansion project.

**Motion** made by R. Newton seconded by A. Waters and *unanimously carried* to authorize Mayor to set date and time for a Special Town Meeting to consider and act upon a resolution with respect to the funding of the Library Renovation/Expansion project.

8. Discussion and possible action regarding amending Chapter 97, Blight or Unsafe Premises Ordinance.

Town Attorney K. Olson presented the item.

**Motion** made by R. Newton seconded by A. Waters and *carried to approve amending* Chapter 97, Blight or Unsafe Premises Ordinance.

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

Abstained: M. Johnson

*Motion carried*

**M. Executive Session**

1. Personnel Matter

- a. Town Manager's Annual Performance Review

- b. Action if necessary

**Motion** made by F. Emanuele seconded by A. Waters and *unanimously carried* to adjourn to Executive Session at 11:00 p.m.

Town Manager Salvatore was invited into Executive Session.

**Motion** made by R. Newton seconded by A. Waters and *unanimously carried* to come out of Executive Session at 11:19 p.m.

No action taken at this time.

**N. APPROVAL OF MINUTES**

1. Special Meeting, October 10, 2018

**Motion** made by A. Waters seconded by R. Newton and *unanimously carried* to approve the minutes of the October 10, 2018 Special Meeting.

2. Regular Meeting, October 10, 2018

**Motion** made by A. Waters seconded by F. Emanuele and *unanimously carried* to approve the minutes of the October 10, 2018 Regular Meeting.

3. Special Meeting, October 18, 2018

**Motion** made by A. Waters seconded by J. Demetriades and *unanimously carried* to approve the minutes of the October 18, 2018 Special Meeting.

O. APPOINTMENTS

1. Committee to Support People with Disabilities -tabled

a. Joe Morin -Tabled

*Left on table*

P. COUNCIL LIAISON REPORTS

None

Q. ADJOURN

Motion made by S. Slade seconded by J. Demetriades and *unanimously carried* to adjourn the Special Meeting at 11:30 p.m.

Respectfully submitted,

Re Matus

Re Matus  
Secretary

To: Anthony Salvatore, Town Manager  
From: Stuart B. Popper, Director of Planning and Development  
Date: October 31, 2018  
Re: Request for Tax Abatement for 76 Berlin Road

*SBP*

**Background Information:**

The Town of Cromwell Planning and Zoning Commission at its special meeting on Thursday September 20, 2018 approved with conditions: Application #18-54: Request for a Special Permit under Section 3.3.C.4 Zoning Regulations to permit the construction of a 125 room hotel at 76 Berlin Road and Application #18-55: Request for a Site Plan approval for the construction of a 125 room hotel at 76 Berlin Road. AVA Group is the Applicant and Cobblestone Associates, LLC is the Owner.

The Town of Cromwell Economic Development Commission at its special meeting on Wednesday September 26, 2018 approved the request for a tax abatement program for 76 Berlin Road as presented by the applicant; that being 100% abatement during years 1 and 2, 75% abatement during years 3 and 4, 50% abatement during years 5 and 6, and 25% during year 7.

Attached to this memo is information from the Developer on the proposed hotel development and the requested tax abatement. I will present staff comments on the requested tax abatement from the Director of Finance and the Town Assessor at the Town Council meeting.

*Anthony Salvatore*  
10/31/18



## Cromwell Youth Service Advisory Board Members 2018-2019

- |     |   |                              |                                      |  |
|-----|---|------------------------------|--------------------------------------|--|
| 1.  | Katelynn Puorro                               | Youth Services Administrator |                                      |  |
| 2.  | Maggie Schufer<br>1319 Cromwell Hills Drive   | Service Consumer             | 860-518-7616                         | <a href="mailto:teragram2008@yahoo.com">teragram2008@yahoo.com</a><br><a href="mailto:rjs1027@yahoo.com">rjs1027@yahoo.com</a> |
| 3.  | Marina Fletcher<br>21 Senator Drive           | Student                      | 860-992-7468                         | <a href="mailto:marinaf901@gmail.com">marinaf901@gmail.com</a>   |
| 4.  | Suzanne Rutner<br>10 Iron Gate                | Secretary                    | 860-635-1778                         | <a href="mailto:suzrutner@aol.com">suzrutner@aol.com</a>   |
| 5.  | Lynn Bennet<br>15 Locust Court                | Service Consumer             | 860-635-3733                         | <a href="mailto:ughlynnb@sbcglobal.net">ughlynnb@sbcglobal.net</a>   |
| 6.  | Jason Tolton SRO<br>Cromwell Police           | Police                       | 860-961-1527<br>860-635-2256 ext. 83 | <a href="mailto:off.tolton@cromwellpd.com">off.tolton@cromwellpd.com</a>   |
| 7.  | Bob Bialko Det.<br>Cromwell Police            | Police                       | 860-778-6087                         | <a href="mailto:det.bialko@cromwellpd.com">det.bialko@cromwellpd.com</a>   |
| 8.  | Kym Banton<br>283 Main Street                 | Counselor/Consumer           | 860-874-2507                         | <a href="mailto:kbanton@ucfs.org">kbanton@ucfs.org</a>   |
| 9.  | Linda Haddad School Rep<br>13 Nooks Hill Road |                              |                                      | <a href="mailto:haddad@cromwell.k12.ct.us">haddad@cromwell.k12.ct.us</a>   |
| 10. | Peter Czajkowski<br>101 Woodland Drive        | Student                      | 860-670-3244                         | <a href="mailto:peterczajkowski90@gmail.com">peterczajkowski90@gmail.com</a>   |
| 11. | Andrew Kaminski<br>36 Court Street            | Student                      | 860-770-7130                         | <a href="mailto:bookwormajk2021@gmail.com">bookwormajk2021@gmail.com</a>   |
| 12. | Georgia Mikan                                 | Student                      |                                      | <a href="mailto:georgiamikan@outlook.com">georgiamikan@outlook.com</a>   |
| 13. | Isabella Barber                               | Student                      | 860-550-2370                         | <a href="mailto:Cristina.barber15@comcast.net">Cristina.barber15@comcast.net</a>   |
| 14. | Frank Emanuele Jr.                            | Selectman Liason             | 860-635-9928 103                     | Evergreen Road   |

## Non-Voting Members

- |     |   |                  |              |  |
|-----|---|------------------|--------------|--|
| 15. | Ngozi NNaji<br>25 Guarino Drive, Middletown | PTO Rep          | 214-770-4270 | <a href="mailto:nonnaji@gmail.com">nonnaji@gmail.com</a>               |
| 16. | Jeannine Marron<br>6 West Tract Road        | Service Consumer | 860-301-4921 | <a href="mailto:jeanninemarron@gmail.com">jeanninemarron@gmail.com</a> |
| 17. | Emily Mills                                 | Library          |              | <a href="mailto:emills@cromwellct.com">emills@cromwellct.com</a>       |
| 18. | Skyler Brown<br>24 West Tract Road          | Student          |              | <a href="mailto:shelleyb522@icloud.com">shelleyb522@icloud.com</a>     |

# STATE OF CONNECTICUT

## DEPARTMENT OF PUBLIC HEALTH



Raul Pino, M.D., M.P.H.  
Commissioner

Dannel P. Malloy  
Governor  
Nancy Wyman  
Lt. Governor

October 26, 2018

Anthony Salvatore, Manager  
Town of Cromwell  
41 West Street  
Cromwell, CT 06416

Dear Mr. Salvatore:

On behalf of the Connecticut Department of Public Health and the American Heart Association, congratulations to your community for having met the requirements of a designated HEARTSafe community.

This three-year designation, effective October 26, 2018, recognizes your community's commitment to provide improved cardiac response and care to the residents of your community utilizing the "Chain of Survival" of early 9-1-1 access, cardiopulmonary resuscitation, defibrillation and advanced care.

We commend you on your efforts to save lives and improve the health of your community.

Sincerely,

A handwritten signature in black ink, appearing to read "R. Pino".

Raul Pino, M.D., M.P.H.  
Commissioner



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