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TOWN OF CROMWELL
TOWN COUNCIL MEETING
JANUARY 9, 2019
7:00 P.M. TOWN HALL COUNCIL CHAMBERS

AMENDED AGENDA

- 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. Set Dates and Times for 2019-2020 budget Workshops
 - 2. Authorize Mayor to set Date/ Time for public hearing on the Capital Improvement Program
 - 3. Discussion and action to appoint audit firm for June 30, 2019 audit.
 - 4. To consider and act upon a resolution recommending an appropriation, to be funded from borrowings to the extent not funded from available General Fund fund balance, as determined by the Board of Finance, or Sewer Usage Fund fund balance, as determined by the Cromwell Water Pollution Control Authority, for costs related to the design, site development, construction, furnishing, and equipping of a new Public Works Department Facility to be located on Town-owned land at 100 Country Line Drive, Cromwell and, if approved, referring such recommendation to the Board of Finance for its consideration.
 - a. Authorize Mayor to set Date/Time for Special Town Meeting.
 - 5. 2018-2019 Budget Report
- K. FINANCIAL
 - 1. Tax Refunds

L. OLD BUSINESS

1. Discussion and possible action on Cromwell Creek drainage issues.-TABLED

M. NEW BUSINESS

1. Grievance, RI-121 12/13/18
 - a. Step 3 -Lori Ouellette
2. Grievance, RI-121 -1/3/19
 - a. Step 3 -Lori Ouellette
3. Grievance, NIPSEU
 - a. Step2 - Union
4. Possible sale of property at 1 Community Field Road
 - a. Discussion and possible action
5. Possible change to Town Ordinance 82
 - a. Discussion and possible action on Section 82-4B
6. Presentation of Town Manager's 2019 Goals and Objectives

N. APPROVAL OF MINUTES

1. Regular Meeting December 12, 2018

O. APPOINTMENTS

1. LGBTQ Committee

p. COUNCIL LIAISON REPORTS

Q. EXECUTIVE SESSION

R. CORRESPONDENCE

1. Memo from Economic Development Coordinator to the Town Manager regarding to 313 Main Street

S. 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 of Town Staff. All questions and comments will be taken under advisement and questions raised may be answered this evening or addressed at a later date. There will be no open debate with the Council members during the public comment period and all questions and comments shall be directed to the Mayor;
4. The Mayor shall have the right to discontinue recognition of any speaker whom the Mayor believes is not using proper decorum for a public meeting; is verbally abusive of a member, or members of the Council, Town staff, or the public; becomes belligerent; or uses profanity.

To: Town Council
From: Stuart B. Popper, Economic Development Coordinator
Date: January 3, 2019
Re: Economic Development Coordinator Report for January 2019

1. New Businesses Opened in December of 2018:

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

2. Projects Expected to Begin Construction in the Spring of 2019:

- The new access drive, 54 living units and dining, meeting and recreational facilities at 52 Missionary Road (Covenant Village);
- The 125 room, Marriott Springhill Suites Hotel at 76 Berlin Road;
- The new NIC 11,925 +/- square foot office and manufacturing building at 40 Commerce Drive (please note this is the last vacant lot on the street) and
- The Starbucks at 136 Berlin Road.

3. Business Visitations:

- The business visitation program will resume in January 2019.

4. Applications Approved at the December 18, 2018 Planning and Zoning Commission Meeting:

- Application # 18-77: Request for Site Plan Modification to Replace the Existing TPC Scoreboard adjacent to the new Clubhouse at 1 Golf Club Road. PGA Tour Design and Construction Services, Inc. is the Applicant and TPC of Connecticut Inc. is the Owner.
- Application # 18-79: Request for Site Plan Modification to construct a new online grocery pickup area in the parking lot at 161 Berlin Road. Perry M. Petrillo Architects, P.C. is the Applicant and Infinity Cromwell Prop. LTD. Partner is the Owner.
- Application # 18-80: Request for Site Plan Approval to construct new 11,925 +/- square foot building at 40 Commerce Drive. RDB Properties, LLC is the Applicant and CG Holdings II LLC is the Owner.
- Application #09-16: Request for a reduction in the Bond amounts at Northwood Estates. Northwood of Cromwell LLC is the Applicant and the Owner.
- Issued a positive report on the Section 8-24 Mandatory Referral for Acquisition of Property at 15R Christian Hill Road.
- Application #18-62: Request for a Special Permit under Section 3.3.C.4 of the Zoning Regulations to permit the Cortiva Institute to operate a school for training in occupational skills at 45 Shunpike Road. HBN-CSC LLC C/O HB Nitkin Group is the Applicant and the Owner.

TOWN OF CROMWELL

MEMORANDUM

TO: ANTHONY SALVATORE

DATE: DECEMBER 31, 2018

CC: MAYOR ENZO FAIENZA

FROM: MARIANNE SYLVESTER

RE: 2019-2020 BUDGET TIME FRAME

Presented below is the time frame for the upcoming budget process. It takes into account Charter requirements, legal notice requirements, preparation time, holidays, regular meeting schedules, etc. It is based on the Annual Budget Referendum being held on the first Tuesday in May.

<u>ACTIVITY</u>	<u>TIME FRAME</u>
Dept. Requests to Town Manager (Submitted to Finance for compilation by Jan. 25 th prior to going to Town Manager)	By February 1 st (Charter)
Town Council -- Set workshop dates (Tentatively scheduled -- 1 st /2 nd week in March)	Regular February 13 th meeting
Board of Finance--Set Hearing Dates	Regular February 28 th meeting
Town Council -- Finish Work	By March 13 th
Town Council budget to Board of Finance	By Regular March 28 th meeting (Charter)
Board of Ed. budget to Board of Finance	By Regular March 28 th meeting (Charter)
Earliest possible Public Hearing	April 1 st - Monday
Last Possible Hearing	April 18 th - Thursday (Charter)
Board of Finance--Finish Work	April 25 th - (time constraint or 10 days after hearing - Charter) (Reg Mtg -- April 25 th)
Annual Budget Referendum	May 7 th -- 1 st Tuesday in May

NOTE: Other dates to remember --

Feb. 18	Presidents Day	April 15-19	School Vacation
Feb. 28	Board of Finance Meeting	April 9	Board of Education Meeting
March 12	Board of Education Meeting	April 10	Town Council Meeting
March 13	Town Council Meeting	April 19	Passover/Good Friday
March 26	Board of Education Meeting	April 25	Board of Finance Meeting
March 28	Board of Finance Meeting		

**TOWN COUNCIL
AGENDA ITEM**

Item __ (2019 Cromwell Public Works Department/Cromwell Water Pollution Control Authority Office and Equipment Storage and Maintenance Facilities Project): To consider and act upon a resolution recommending an appropriation, to be funded from borrowings to the extent not defrayed from grant receipts, for costs related to the design, construction, furnishing, equipping and relocation of various Cromwell Public Works Department and Cromwell Water Pollution Control Authority (the "Cromwell WPCA") facilities and related projects, and, if approved, referring such recommendation to the Board of Finance for its consideration; calling a Special Town Meeting to consider and act upon a resolution with respect to the appropriation and borrowing authorization for the project if approved by the Board of Finance; and making various determinations and taking various actions in connection therewith

**RESOLUTION OF THE TOWN COUNCIL
OF THE TOWN OF CROMWELL
(2019 Cromwell Public Works Department/Cromwell Water Pollution Control Authority
Office and Equipment Storage and Maintenance Facilities Project)
January 9, 2019**

RESOLUTION APPROPRIATING \$9,300,000 FOR COSTS RELATED TO THE DESIGN, CONSTRUCTION FURNISHING, EQUIPPING AND RELOCATION OF VARIOUS CROMWELL PUBLIC WORKS DEPARTMENT AND CROMWELL WATER POLLUTION CONTROL AUTHORITY OFFICE AND EQUIPMENT STORAGE AND MAINTENANCE FACILITIES, AND RELATED PROJECTS; AND AUTHORIZING THE ISSUE OF BONDS AND NOTES IN THE SAME AMOUNT TO FINANCE THE APPROPRIATION

RESOLVED,

(a) That the Town of Cromwell appropriate NINE MILLION THREE HUNDRED THOUSAND DOLLARS (\$9,300,000) for costs related to the design, construction, furnishing, equipping and relocation of various Cromwell Public Works Department and Cromwell Water Pollution Control Authority (the "Cromwell WPCA") facilities and related projects, contemplated to include, but not be limited to: (1) construction of an approximately 39,000 square foot metal building to be located on Town-owned land at 100 County Line Drive for use by the Cromwell Public Works Department and the Cromwell WPCA, providing 24 parking spaces for storage of heavy equipment and trucks, four mechanics' work bays, an indoor wash bay for equipment and trucks, and an office area including a break room, storage and locker room facilities; (2) construction of a new fueling station with canopy on the 100 County Line Drive site to serve Cromwell Public Works Department and the Cromwell WPCA vehicles and equipment; (3) relocation on the 100 County Line Drive site of the existing waste transfer station; (4) relocation of the existing salt storage shed at the 1 Community Field Road site of the existing Cromwell Public Works Department garage to the 100 County Line Drive site; (5) demolition of the existing Cromwell WPCA garage at the 19 Community Field Road site, and of the Quonset hut and wooden building located at the 1 Community Field Road site; (6) relocation on site of, and the construction of a weather canopy for, the existing gas fueling station at the 1 Community Field site, to serve Cromwell Board of Education, Police Department, Fire Department and Town Hall pool vehicles; (7) various related facilities, improvements and work; and (8) costs related to the financing the project appropriation. The Town Council shall be authorized, following consultation with the Town Manager, to determine from time-to-time the scope and particulars of, to delete in their entirety components of, and to reduce or modify the scope of the project; and the entire appropriation may be spent on the project as so reduced or modified. The appropriation may be spent for design, construction, acquisition, installation, relocation, demolition, permitting and environmental costs, furnishings, fixtures, equipment, technology, materials, site improvements, architectural, engineering and other consultant fees, legal fees, net interest on borrowings and other financing costs, and other expenses related to the project. The appropriation may be funded in whole or in part in lieu of the issue of bonds and notes of the Town as authorized below: (1) as the Board of Finance shall determine from

available unencumbered General Fund balance, or (2) as the Cromwell Water Pollution Control Authority shall determine from available unencumbered Sewer Usage Fund balance.

(b) That the Town issue bonds or notes in an amount not to exceed NINE MILLION THREE HUNDRED THOUSAND DOLLARS (\$9,300,000) to finance the appropriation for the project. The amount of bonds or notes authorized shall be reduced by the amount of available unencumbered General Fund balance determined by the Board of Finance from time-to-time, and the amount of available unencumbered Sewer Usage Fund (WPCA) balance determined by the Cromwell Water Pollution Control Authority from time-to-time to, be applied to defray the appropriation. The bonds or notes shall be issued pursuant to Section 7-369 of the General Statutes of Connecticut, Revision of 1958, as amended and any other enabling acts. The bonds or notes shall be general obligations of the Town secured by the irrevocable pledge of the full faith and credit of the Town.

(c) That the Town issue and renew temporary notes from time to time in anticipation of the receipt of the proceeds from the sale of the bonds or notes and the receipt of grants for the project. The amount of the notes outstanding at any time shall not exceed NINE MILLION THREE HUNDRED THOUSAND DOLLARS (\$9,300,000). The notes shall be issued pursuant to Section 7-378 of the General Statutes of Connecticut, Revision of 1958, as amended. The notes shall be general obligations of the Town and shall be secured by the irrevocable pledge of the full faith and credit of the Town. The Town shall comply with the provisions of Section 7-378a of the General Statutes if the notes do not mature within the time permitted by said Section 7-378.

(d) That the Town Manager and the Director of Finance/Treasurer of the Town shall sign any bonds, notes or temporary notes by their manual or facsimile signatures. The Town Manager and the Director of Finance/Treasurer are authorized to determine the amounts, dates, interest rates, maturities, redemption provisions, form and other details of the bonds, notes or temporary notes; to designate one or more banks or trust companies to be certifying bank, registrar, transfer agent and paying agent for the bonds, notes or temporary notes; to designate a law firm as bond counsel to approve the legality of the bonds, notes or temporary notes; to provide for the keeping of a record of the bonds, notes or temporary notes; to designate a financial advisor to the Town in connection with the sale of the bonds, notes or temporary notes; to sell the bonds, notes or temporary notes at public or private sale; to deliver the bonds, notes or temporary notes; and to perform all other acts which are necessary or appropriate to issue the bonds, notes or temporary notes.

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

if issued on a tax-exempt basis, including covenants to pay rebates of investment earnings to the United States in future years.

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

(g) That the Town Manager, the Director of Finance/Treasurer, and other proper officers and officials of the Town are authorized to take all other action which is necessary or desirable to complete the project and to issue bonds, notes or temporary notes to finance the aforesaid appropriation.

FURTHER RESOLVED, That the Town Council hereby calls a Special Town Meeting to be held to consider and act upon a resolution with respect to the appropriation and borrowing authorization recommended by the Town Council above if approved by the Board of Finance; such Special Town Meeting to be held on _____, _____, 2019, at the Cromwell Town Hall, 41 West Street, in Cromwell, Connecticut; and that the Mayor is hereby authorized and directed to cause due and proper notice of such Special Town Meeting to be given.

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

TOWN OF CROMWELL, CT



YEAR-TO-DATE BUDGET REPORT

FOR 2019 06

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001 TOWN MANAGER'S OFFICE	365,585	903	366,488	173,521.75	549.14	192,417.11	47.5%
002 TOWN CLERK'S OFFICE	211,541	2,526	214,067	94,872.18	20,662.51	98,532.31	54.0%
003 REGISTRAR OF VOTERS	71,423	1,064	72,487	48,827.75	2,111.16	21,548.09	70.3%
004 PLANNING COMMISSION	3,525	0	3,525	970.45	164.57	2,389.98	32.2%
005 ECONOMIC DEVELOPMENT	24,761	380	25,141	9,691.60	.00	15,449.40	38.5%
006 BOARD OF FINANCE	1,350	0	1,350	85.10	.00	1,264.90	6.3%
008 CHARTER REVISION COMM	2	0	2	.00	.00	2.00	.0%
009 BOARD OF ASSESSMENT APPEALS	1,700	0	1,700	375.90	.00	1,324.10	22.1%
010 ZONING BOARD OF APPEALS	1,235	0	1,235	531.95	99.02	604.03	51.1%
011 INLAND WETLANDS	2,300	0	2,300	1,429.28	95.00	775.72	66.3%
012 COMM. FOR DISABLED PEOPLE	100	0	100	.00	.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	31,145.40	5,250.00	1,759.60	95.4%
015 LEGAL EXPENSE	212,764	0	212,764	79,008.18	114,985.11	18,770.71	91.2%
016 CENTRAL SERVICES	140,300	0	140,300	65,474.69	60,174.91	14,650.40	89.6%
017 INSURANCE EXPENSE	606,340	0	606,340	403,014.26	124,644.67	78,681.07	87.0%
018 GENERAL EXPENSE	593,002	0	593,002	779,172.57	3,000.00	10,829.43	98.6%
019 DEVELOPER/PLANNER	127,220	200,000	130,157	62,328.99	220.00	67,608.01	48.1%
020 FINANCE DEPARTMENT	399,405	3,486	402,891	194,525.53	5,624.55	202,740.92	49.7%
021 TAX COLLECTOR	144,691	604	145,295	72,516.83	927.57	71,850.60	50.5%
022 ASSESSOR'S OFFICE	232,032	2,361	234,393	120,801.74	2,584.81	111,006.45	52.6%
030 PUBLIC WORKS ADMIN.	272,252	2,345	274,597	126,551.29	11,972.98	136,072.73	50.4%
031 ENGINEERING	232,660	4,558	237,218	104,053.30	13,215.50	119,949.20	49.4%
032 SOLID WASTE REMOVAL	639,977	0	639,977	251,082.68	228,168.69	160,725.63	74.9%
033 BUILDING INSPECTION	193,938	4,436	198,374	94,142.21	1,633.98	102,597.81	48.3%
034 HIGHWAY DEPT.	1,380,563	0	1,380,563	442,628.79	207,130.77	730,803.44	47.1%
035 BUILDING MAINTENANCE	611,146	0	611,146	258,080.83	58,498.86	294,566.31	51.8%
036 PARKS & GROUNDS	415,380	0	415,380	183,768.38	30,634.80	200,976.82	51.6%
037 PUBLIC WORKS-OTHER	400,525	0	400,525	118,556.36	158,127.84	123,840.80	69.1%
038 VEHICLE MAINTENANCE	336,264	0	336,264	137,589.34	59,180.36	139,494.30	58.5%
040 POLICE DEPARTMENT	3,399,842	0	3,399,842	1,609,670.12	46,451.65	1,743,720.23	48.7%
041 EMERGENCY MANAGEMENT	19,950	0	19,950	5,625.00	875.00	13,450.00	32.6%
042 ANIMAL CONTROL	87,237	0	87,237	38,435.03	.00	48,801.97	44.1%
050 HEALTH DEPARTMENT	188,362	2,583	190,945	100,589.04	23,290.19	67,065.77	64.9%
051 HUMAN SERVICES	124,930	738	125,668	59,564.80	389.51	65,713.69	47.7%
053 SENIOR SERVICES	98,736	1,232	99,968	43,815.64	6,899.39	49,252.97	50.7%
054 YOUTH SERVICES	100,902	0	100,902	39,537.15	1,789.59	59,575.26	41.0%
055 TRANSPORTATION SERVICES	124,829	1,046	125,875	66,474.06	3,210.98	56,189.96	55.4%
060 RECREATION DEPARTMENT	237,062	4,404	241,466	106,711.50	7,636.09	127,118.41	47.4%
061 LIBRARY	574,539	5,211	579,750	287,126.59	15,975.78	276,647.63	52.3%
070 BONDED DEBT	3,687,300	0	3,687,300	398,650.00	.00	3,288,650.00	10.8%
080 EMPLOYEE BENEFITS	3,563,379	-43,006	3,520,373	1,576,187.81	955,847.32	988,337.87	71.9%
090 BOARD OF EDUCATION	29,724,214	0	29,724,214	10,942,022.13	.00	18,782,191.87	36.8%
119 DEVELOPMENT COMPLIANCE	95,333	2,192	97,525	45,285.01	.00	52,239.99	46.4%

TOWN OF CROMWELL, CT

YEAR-TO-DATE BUDGET REPORT



FOR 2019 06

120	CONSERVATION COMMISSION	ORIGINAL APPROP	TRANSFERS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
120	CONSERVATION COMMISSION	1,210	0	1,210	215.00	.00	995.00	17.8%
GRAND TOTAL		49,736,821	200,000	49,936,821	19,212,457.21	2,182,522.30	28,541,841.49	42.8%

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

TOWN OF CROMWELL, CT



YEAR-TO-DATE BUDGET REPORT

FOR 2019 06

	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	-127,329.58	-207,270.42	38.1%
021 TAX COLLECTOR	-43,450,321	0	-43,450,321	-26,483,326.91	-16,966,994.09	61.0%
022 ASSESSOR'S OFFICE	-500	0	-500	-644.50	144.50	128.9%
030 PUBLIC WORKS ADMIN.	-40,300	0	-40,300	-19,939.71	-20,360.29	49.5%
033 BUILDING INSPECTION	-150,100	0	-150,100	-304,604.60	154,504.60	202.9%
040 POLICE DEPARTMENT	-88,700	0	-88,700	-26,407.38	-62,292.62	29.8%
042 ANIMAL CONTROL	-750	0	-750	-300.00	-450.00	40.0%
050 HEALTH DEPARTMENT	-25,500	0	-25,500	-3,675.00	-21,825.00	14.4%
053 SENIOR SERVICES	-1,500	0	-1,500	-1,318.00	-182.00	87.9%
054 YOUTH SERVICES	-4,000	0	-4,000	-80.00	-3,920.00	2.0%
061 LIBRARY	-8,000	0	-8,000	-3,316.79	-4,683.21	41.5%
206 BOARDS & COMMISSIONS	-4,720	0	-4,720	-16,288.20	11,568.20	345.1%
207 STATE OF CONNECTICUT	-4,517,124	0	-4,517,124	-1,375,933.91	-3,141,190.09	30.5%
208 MISCELLANEOUS SOURCES	-481,706	0	-481,706	-515,684.37	33,978.37	107.1%
999 FUND BALANCE	-629,000	0	-629,000	.00	-629,000.00	.0%
GRAND TOTAL	-49,736,821	0	-49,736,821	-28,878,848.95	-20,857,972.05	58.1%

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

Condition(s) : Bill Dist/Susp/Bank	Name Address	Int Date: 01/02/2019	Prop Loc/Vehicle Info. UniqueID/Reason	Paid Date	Tax	Int	L/F	Total Adjusted	Overpaid Tax
2016-03-0055298	HANN AUTO TRUST 1 CENTRE DR JAMESBURG NJ 08831-1564		2014/5N1AT2MV3EC827313 55313 Sec. 12-129 Refund of Excess Payments.	7/25/2017	99.00 396.00	0.00 0.00	0.00 0.00	99.00 396.00	-297.00
2016-03-0058943	NISSAN INFINITI LT 8900 FREEPORT PKWY IRVING TX 75063-2409		2014/3N1AB7AP7EY324498 58969 Sec. 12-129 Refund of Excess Payments.	7/14/2017	60.76 242.99	0.00 0.00	0.00 0.00	60.76 242.99	-182.23
2016-03-0062713	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226		2014/2T1BURHB8EC047422 62749 Sec. 12-129 Refund of Excess Payments.	7/14/2017	134.80 269.60	0.00 0.00	0.00 0.00	134.80 269.60	-134.80
2016-03-0063282	VW CREDIT LEASING LTD 1401 FRANKLIN BLVD LIBERTYVILLE IL 60048-4460		2015/1VWAT7A33FC052174 63321 Sec. 12-129 Refund of Excess Payments.	8/1/2017	143.07 343.09	0.00 0.00	0.00 0.00	143.07 343.09	-200.02
2017-03-0050435	ARBORIO CORPORATION 231 SHUNPIKE RD CROMWELL CT 06416-1121		Sec. 12-129 Refund of Excess Payments. 1987/3FTH25F6VXA50951 50435	8/14/2018	10.97 16.42	0.00 0.00	0.00 0.00	10.97 16.42	-5.45
2017-03-0052958	DAIMLER TRUST 13650 HERITAGE PKWY FORT WORTH TX 76177-5323		Sec. 12-129 Refund of Excess Payments. 2015/55SWF4KB3FU028401 52963	12/7/2018	329.77 659.56	0.00 0.00	0.00 0.00	329.77 659.56	-329.79
2017-03-0054834	GILMAN MAUREEN D 81 WEST ST CROMWELL CT 06416-1933		Sec. 12-129 Refund of Excess Payments. 2000/2B4GP2530YR830100 54939	7/11/2018	52.86 94.36	0.00 0.00	0.00 0.00	52.86 94.36	-41.50
2017-03-0060060	POINT LEASING LLC 1414 ASYLUM AVE HARTFORD CT 06105-2207		Sec. 12-129 Refund of Excess Payments. 2012/1FTN51EW1CDA84983 60069	12/14/2018	0.00 326.33	0.00 24.61	0.00 5.00	0.00 355.94	-326.33
2017-04-0081441	NISSAN INFINITI LT 8900 FREEPORT PKWY IRVING TX 75063-2409		Sec. 12-129 Refund of Excess Payments. 2014/1N4AA5AP2EC497395 81441	12/7/2018	209.79 359.82	0.00 0.00	0.00 0.00	209.79 359.82	-150.03
TOTAL	9				1,041.02 2,708.17	0.00 24.61	0.00 5.00	1,041.02 2,737.78	-1,667.15

ARTICLE 5
MANAGEMENT RIGHTS

Section 1. Unless expressly limited by a specific section of this Agreement, the rights, powers and authority held by the Town of Cromwell, including any of its boards, agencies, departments or commissions pursuant to any Town Charter, general or special acts of the legislature, Town Ordinance, Personnel Rules, Regulation or other type of lawful provision over matters involving the Town of Cromwell, shall remain the sole and absolute right, responsibility and prerogative of the Town, including, but not limited to, the following:

- (a) To establish or continue policies, practices and procedures for the conduct of town activities, concerns and affairs and from time to time, to change or abolish such policies, practices or procedures;
- (b) To limit, curtail or discontinue processes or operations or to discontinue their performance by employees;
- (c) To select and determine the number and types of employees required to perform the operations of the Town;
- (d) To employ, assign, transfer, promote or demote employees, or to lay off, terminate, furlough or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interest of the public;
- (e) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them;
- (f) To insure the incidental duties connected with job responsibilities, whether enumerated in job descriptions or not, shall be performed by employees;

- (g) To create and revise job descriptions as deemed necessary, with input from the employee and/or Union prior to the implementation thereof;
- (h) To determine if, when and how vacancies will be filled;
- (i) To determine the care, maintenance and operation of buildings, lands and other property used for Town purposes;
- (j) To prepare budgets and in its sole discretion, expend monies, appropriated by the legislature or derived from other sources for the operation of the Town.
- (k) To determine the placement on the salary schedule for newly hired employees.

Section 2. The above rights, responsibilities and prerogatives are inherent in the Town and are not subject to review of determination in any grievance or arbitration procedures.



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

Revised December 20, 2018

Ms. Lori Ouellette
President
NAGE Local RI-121
5 West Street
Cromwell, CT 06416

Subject: Grievance

Dear Ms. Ouellette

I am in receipt of a union grievance complaint dated December 13, 2018 filed by you.

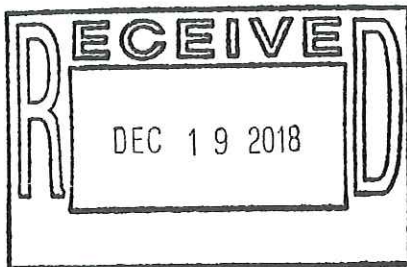
Upon review of all submitted documents, specifically the letter from Chief Denise Lamontagne, I am denying the union's grievance at Step 2.

In addition, the Cromwell Police Department has a past history of using non-bargaining (NAGE Local RI-121) unit workers in the Records Division, from sworn officers, as in this incident, to non-union part timers, paid interns and non-paid interns.

Sincerely,

Anthony J. Salvatore
Town Manager

CC: Chief Denise Lamontagne
Bonnie Price, Human Resources Coordinator



NAGE Local R1-121
GRIEVANCE COMPLAINT FORM

Date: December 19, 2018

Grievant: Lori L. Ouellette

Submitted to: Town Council (Step Three)

Statement of Grievance:

On Friday, November 23, 2018, the department had a sergeant perform Records Division duties instead of calling in the grievant to do the work.

Violated Contract Articles:

Article 10, Section 4; Past practice

Remedy Requested:

1. Immediately cease and desist using non-bargaining unit workers to perform bargaining unit work.
2. In the future, call in Records Division employees to perform Records Division duties.
3. Make grievant whole for all losses.
4. Any other action deemed appropriate.

Lori L. Ouellette 12/19/18 _____

NAGE GRIEVANCE COMPLAINT FORM

STEP #: 1 NAGE LOCAL #: RI 121

Grievant's Name: LORI OUELLETTE E-Mail: LOUELLETTE@CROMWELLPD.COM

Address: 5 WEST STREET, CROMWELL, CT

Work Phone: (860) 635-2256, EXT. 21 Cell/Home Phone: _____

Job Title/Grade: _____ Agency/Department: POLICE DEPARTMENT

Facility/Region: _____ Work Location: RECORDS DIVISION

Start Date (if known): _____ Manager's name: _____

Employer is in violation of Contract Article(s)/Section(s) ARTICLE 10, SECTION 4;
PAST PRACTICE and other relevant provisions of the Contract.

STATEMENT BY GRIEVANT OR UNION

The statement should include: (1) nature of the contract violation; i.e. what action the employer took or did not take, which violated the contract; (2) the date(s) of the violation. (Use additional sheets if necessary.)

ON FRIDAY, NOVEMBER 23, 2018, THE DEPARTMENT HAD A SERGEANT
PERFORM RECORDS DIVISION DUTIES INSTEAD OF CALLING IN THE
GRIEVANT TO DO THE WORK.

RELIEF OR REMEDY SOUGHT

- ① IMMEDIATELY CEASE AND DESIST USING NON-BARGAINING UNIT WORKERS TO PERFORM BARGAINING UNIT WORK.
- ② IN THE FUTURE, CALL IN RECORDS DIVISION EMPLOYEES TO PERFORM RECORDS DIVISION DUTIES.
- ③ MAKE GRIEVANT WHOLE FOR ALL LOSSES.
- ④ ANY OTHER ACTION DEEMED APPROPRIATE.

Grievant's Signature Lori L. Ouellette Steward/Union Rep's Signature Concezio A. DiNino
Date 12-4-2018 Date 12-04-2018

O'Neal; Lori

From: Chief Lamontagne
Sent: Monday, November 26, 2018 10:16 AM
To: Sgt. Bengtson; Sgt. Kogut; Sgt. Maslauskas; Sgt. Parsons; Sgt. Penn
Cc: Capt. Vandersloot; Ouellette, Lori; Wilcox, Caroline
Subject: Court Paperwork

All-

On your next day shifts please schedule a time with the Records staff to go over court paperwork. You should know how to complete a transmittal and forward the correct paperwork to court should the clerical division not be working. Take good, copious notes or go in for a refresher ever now and then so that you do not forget how to do it.

Advise the Captain when you have completed this.

Denise Lamontagne

Chief of Police
Cromwell Police Department
860-635-2256 x.13
860-613-2934 fax




CROMWELL POLICE DEPARTMENT

Denise Lamontagne
Chief of Police

MEMO

TO: Lori Ouellette
NAGE Union President

FROM: Chief Denise Lamontagne 

SUBJECT: Grievance

DATE: December 4, 2018

I am in receipt of a grievance form dated December 4, 2018 filed by you for not calling in Records Division personnel to complete court paperwork.

As this is such a rare event and you are citing that this is a past practice unknown to me, I will need you to cite the time or times that records personnel were called in on a Town holiday to perform court paperwork so that I can take it into consideration.



CROMWELL POLICE DEPARTMENT

Denise Lamontagne
Chief of Police

December 11, 2018

Lori Ouellette
President NAGE
5 West Street
Cromwell, CT 06416

Dear Mrs. Ouellette,


I am in receipt of your grievance filed December 4, 2018 with regards to having a Sergeant perform records division duties instead of calling you in to do the work on a Town holiday.

On December 4, 2018 I responded to you and requested additional information from you as to when you were called in on a Town holiday to complete court paperwork to show that this has been done in the past so I could take that information into consideration prior to considering your grievance.

To date I have not received any such documentation, nor do I recall this practice ever occurring. The duties and responsibilities of a Sergeant include preparing reports as well as performing other work as required. In addition, if we are basing the "past practice" from memory, I know that detectives and detective Sergeants have completed court paperwork (transmittals) in the past.

Therefore, I am denying the Union grievance at Step #1.

Sincerely,


Denise Lamontagne
Chief of Police



NAGE Local RI-121
GRIEVANCE COMPLAINT FORM

Date: December 13, 2018

Grievant: Lori L. Ouellette

Submitted to: Town Manager Anthony Salvatore (Step Two)

Statement of Grievance:

On Friday, November 23, 2018, the department had a sergeant perform Records Division duties instead of calling in the grievant to do the work.

Violated Contract Articles:

Article 10, Section 4; Past practice

Remedy Requested:

1. Immediately cease and desist using non-bargaining unit workers to perform bargaining unit work.
2. In the future, call in Records Division employees to perform Records Division duties.
3. Make grievant whole for all losses.
4. Any other action deemed appropriate.

Lori L. Ouellette 12/13/18



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

December 18, 2018

Ms. Lori Ouellette
President
NAGE Local RI-121
5 West Street
Cromwell, CT 06416

Subject: Grievance

Dear Ms. Ouellette

I am in receipt of a union grievance complaint dated December 13, 2018 filed by you.

Upon review of all submitted documents, specifically the letter from Chief Denise Lamontagne, I am denying the union's grievance at Step 1.

In addition, the Cromwell Police Department has a past history of using non-bargaining (NAGE Local RI-121) unit workers in the Records Division, from sworn officers, as this incident, to non-union part timers, paid interns and non-paid interns.

Sincerely,

Anthony J. Salvatore
Town Manager

CC: Chief Denise Lamontagne
Bonnie Price, Human Resources Coordinator



NAGE Local R1-121
GRIEVANCE COMPLAINT FORM

Date: December 19, 2018

Grievant: Lori L. Ouellette

Submitted to: Town Council (Step Three)

Statement of Grievance:

On Friday, November 23, 2018, the department had a sergeant perform Records Division duties instead of calling in the grievant to do the work.

Violated Contract Articles:

Article 10, Section 4; Past practice

Remedy Requested:

1. Immediately cease and desist using non-bargaining unit workers to perform bargaining unit work.
2. In the future, call in Records Division employees to perform Records Division duties.
3. Make grievant whole for all losses.
4. Any other action deemed appropriate.

Lori L. Ouellette 12/19/18

December 5, 2018

Talk with Chief Re: grievance

- She is stating that it is within the Sergeants job description to do court paperwork.
 - Sergeants job description attached – no mention of court paperwork
 - Records job description attached – clearly states “retrieves and organizes information from files for transmittal to court”
- She states that herself and the Captain remember numerous times filling out transmittals.
 - Caroline and I completely disagree and don’t remember them ever filing them out.
 - I have since talked to 8 current or previous members of the Detective Bureau and all of them stated that they have never filled out a transmittal.
 - I have since gone through the transmittals that we currently still have (Current year plus one additional year per State Statute) and they have all only been signed by myself, Caroline, or 4 times by Margie.
- She stated that she doesn’t have a problem calling us in early but she has a problem calling us in for a “simple transmittal” on a holiday.
 - If she’d call us in early doesn’t that confirm that it’s OUR job.
 - If it’s a “Simple transmittal” why do the sergeants have to take “copious notes or go in for a refresher ever now and then” per her email.
 - It isn’t just filling out a transmittal but copying and forwarding the correct paperwork to court and retaining the correct paperwork at the department.
- She states that the training is just for those rare emergency times when we can’t be contacted.
 - In my 16 years and Caroline’s 34 years here this has never been an issue and still wouldn’t be if we were called in as was appropriate.

- Comments from Chief during our talk
 - My comments

Town of CromwellTITLE RECORDS CLERK
(Police Department)OBJECTIVES

Under supervision from the Police Captain, enters and retrieves information in the functional areas of criminal, motor vehicle accident and administrative records; performs office clerical work for the Police Department; organizes and maintains confidential police files and records; provides information or referral services to the public concerning public safety matters. Maintains record keeping and cross filing systems.

ESSENTIAL FUNCTIONS

Prepares and enters all cases supported by a police report and various other incident reports into a computer, including updates.

Receives information on arrests, accidents, and investigations; classifies, codes and processes information; retrieves and organizes information from files for transmittal to court, or to other law enforcement agencies; observes strict confidentiality in maintaining restricted files and records; compiles and coordinates data for supervisor; coordinates materials and prepares routine department reports.

Disseminates reports pertaining to motor vehicle accidents and criminal history information to authorized persons, including attorneys, insurance representatives and members of the public.

Processes court dispositions and updates computerized files in order to maintain accurate criminal history files. In accordance with state law, maintains sealed files and segregates materials to protect specified information from disclosure.

Handles and files motor vehicle accident reports dealing directly with the public; maintains Dissemination Log, photograph and video files, fingerprint files, and records parking tickets, record checks, etc.

In the absence of the Administrative Secretary, may be required to assume duties.

Compiles and types statistical information for reports, including criminal activity to federal and state government, specific incident activity reports and department activity reports.

Classifies and files materials such as correspondence, reports, and technical documents; provides information and referral services to the public regarding department services and procedures.

May assist the public in obtaining and completing various permits and applications.

Summarizes fees received for copies of records and transmits to appropriate office.

Performs other related duties as assigned.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

Considerable knowledge in dealing with confidential information.

Working knowledge of office operations and procedures.

Skill and accuracy in typing and operating a department computer.

Ability to classify, code and process confidential information.

Ability to make computations and tabulations with speed and accuracy.

Ability to accurately enter, retrieve, and report criminal history files and vehicle accident reports.

Ability to follow oral and written instructions.

Ability to learn assigned clerical tasks readily and to adhere to prescribed routines and to develop skill in the operation of standard office equipment.

Ability to make minor decisions according to laws and regulations and according to established department policies.

REQUIRED EQUIPMENT OPERATION

Operates a personal computer, software applications, typewriter, and standard office equipment.

REQUIRED PHYSICAL EFFORT

Performs duties in an office environment. Exposed to computer screen. May be required to lift and carry archived files, office supplies, etc. Some stress involved in public contact.

REQUIRED QUALIFICATIONS (Minimum)

Graduation from high school plus specialized training and 3-6 months of experience in office work, or equivalent combination of education, training and experience.

Adopted by the Board of Selectmen June 2002

Town of CromwellTITLE POLICE SERGEANTOBJECTIVES

Under the general direction of the Police Captain, supervises and coordinates activities of their assigned shift and special operations as needed. Participates in the operations and activities of the department to achieve the maintenance of law and order, the protection of life and property from criminal activity, and provides assistance to the public as required.

ESSENTIAL FUNCTIONS

Assigns, leads, trains, directs and evaluates assigned subordinate officers and acts as both a supervisor and working police officer.

Conducts roll call of officers at beginning of shift, inspects equipment, appearance and person of subordinates, and relays and interprets general orders, special messages or directions, and activities of previous shift.

Implements all orders received from proper authority.

Receives criminal, motor vehicle and other complaints; completes and follows up on required reports.

Assigns officers to designated posts; supervises, inspects and evaluates patrol officers in the field for performance of duty and advises, assists and counsels as required.

Responds to emergencies and incidents and assumes command at Police Headquarters, scene of a crime, serious incident or accident until relieved by an officer of higher rank; accountable for acts and omissions of assigned staff.

Reviews activity and investigative reports of police officers for accuracy and completeness and takes corrective action as warranted.

Develops, implements and instructs training programs, including intoximeter instruction and defensive tactic training for police officers in all phases of police work.

Supervises the protection of crime scenes and collection and preservation of evidence for court use.

Prepares reports, maintains files and records as required.

May be assigned to plain clothes duties; may assume duties of superior officer.

Performs all the duties and work activities of a Police Officer.

Utilizes and provides instruction in the use of technical aids, such as photography, fingerprinting, communications, intoximeter, collection and preservation of evidence, specialized police weapons in furtherance of the department's mission.

Performs other related work as required.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

Thorough knowledge of the principles, methods, practices and techniques of police work.

Knowledge of the geography of the Town, of laws, ordinances and department regulations.

Knowledge of the principles and techniques utilized in criminal investigation, patrol supervision, traffic supervision, enforcement measures and police training programs.

Ability to develop, implement and instruct police training programs.

Ability to assign, supervise, inspect and evaluate the work of police officers.

Ability to utilize technical aides, techniques, such as photography, fingerprinting, communications, collection and preservation of evidence, and specialized police weaponry.

Ability to act independently, take command and use own initiative in emergency situations.

Ability to write thoroughly documented case or accident reports that may be used for court presentation and other reports as required.

Ability to deal effectively with Town and state officials, outside law enforcement agencies and the public.

Ability to prepare clear, concise written reports.

Ability to possess the knowledge, skills and abilities of a Police Officer and execute them with a high degree of skill.

REQUIRED EQUIPMENT OPERATION

Operates motor vehicles, firearms, cameras, oxygen unit, snare, life jacket, radios, telephones, department computer, wheelchairs, ambulance stretchers; operates equipment as required, including, but not limited to, calculators, adding machines, copying machines, typewriters, fire extinguishers, handcuffs, baton, flares, ropes, ladders, radar, intoximeter, drug identification kits and crime scene equipment.

REQUIRED PHYSICAL EFFORT

Exposure to high level of stress related to duties involved in a public safety program, including criminal investigations, accident investigation, and public contact. Physical exertion related to visits to crime scenes, foot and vehicle pursuits, shift patrols, and exposure to computer screen; standing at an assigned location and working continuously for extended periods of time; carrying persons, supplies, equipment, running, kneeling, lying in the prone position, as well as lifting ambulance stretchers with medically-distressed people on same, carrying, dragging, moving victims away from danger with or without assistance.

REQUIRED QUALIFICATIONS (Minimum)

Graduation from high school and 4 years work experience as a Police Officer, or equivalent combination of education, training and experience.

SPECIAL REQUIREMENTS

Must have satisfactorily completed training at the Connecticut Police Academy; POST certification required.

Must possess a valid Connecticut motor vehicle driver's license and be a citizen of the United States.

Adopted by the Board of Selectmen June 2002



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

January 3, 2019

Ms. Lori Ouellette
President
NAGE Local RI-121
5 West Street
Cromwell, CT 06416

Subject: Grievance

Dear Ms. Ouellette

I am in receipt of a union grievance complaint dated January 3, 2019 filed by you.

Upon review of all submitted documents, specifically the letter from Chief Denise Lamontagne, I am denying the union's grievance at Step 2.

In addition, the Cromwell Police Department has a past history of using non-bargaining (NAGE Local RI-121) unit workers in the Records Division, from sworn officers, as in this incident, to non-union part timers, paid interns and non-paid interns.

Sincerely,

Anthony J. Salvatore
Town Manager

CC: Chief Denise Lamontagne
Bonnie Price, Human Resources Coordinator



NAGE Local R1-121
GRIEVANCE COMPLAINT FORM

Date: January 3, 2019

Grievants: Lori L. Ouellette & Caroline Wilcox

Submitted to: Town Manager Salvatore (Step Two)

Statement of Grievance:

On Monday, December 24, 2018, the department had a sergeant perform Records Division duties instead of calling in either grievant to do the work.

Violated Contract Articles:

Article 10, Section 4; Past practice

Remedy Requested:

1. Immediately cease and desist using non-bargaining unit workers to perform bargaining unit work.
2. In the future, call in Records Division employees to perform Records Division duties.
3. Make grievants whole for all losses.
4. Any other action deemed appropriate.

Lori L. Ouellette 1/3/19

Caroline Wilcox 1/3/19



CROMWELL POLICE DEPARTMENT

Denise Lamontagne
Chief of Police

January 3, 2019

Lori Ouellette
President NAGE
5 West Street
Cromwell, CT 06416

Dear Mrs. Ouellette,


I am in receipt of your grievance filed January 3, 2019 with regards to having a Sergeant perform records division duties instead of calling you or Caroline Wilcox in to do the work on a Town holiday.

On December 4, 2018 I responded to your previous grievance (dated the same day) and requested additional information from you as to when you were called in on a Town holiday to complete court paperwork to show that this has been done in the past so I could take that information into consideration prior to considering your grievance.

To date I still have not received any such documentation, nor do I recall this practice ever occurring. I again request any documentation that this has occurred in the past. The duties and responsibilities of a Sergeant include preparing reports as well as performing other work as required. In addition, if we are basing the "past practice" from memory, I know that detectives and detective Sergeants have completed court paperwork (transmittals) in the past.

Therefore, I am denying the Union grievance at Step #1.

Sincerely,


Denise Lamontagne
Chief of Police



Nutmeg Independent Public Safety Union (NIPSEU)
5 West Street, Cromwell CT 06416
Telephone #860-635-2256 Fax #860-635-8248

CROMWELL POLICE UNION

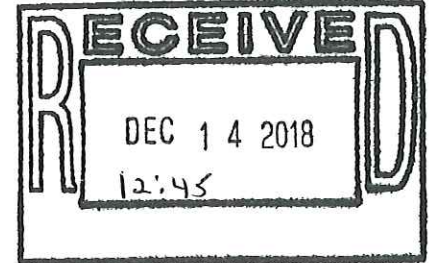
December 14, 2018

Mayor Enzo Faienza,

Members of the Cromwell Town Council

41 West Street

Cromwell, Connecticut 06416



Dear Mr. Faienza:

After attempting to resolve a grievance at the first step with Chief Lamontagne, and being unable to resolve it at the lowest level (Step 1) of the grievance process as stated in the Union Contract under Article 14, Section 3, I am requesting that the Police Union's grievance be placed on the agenda for the Town Council's next regularly scheduled meeting. This request is made in accordance with Article 14, Section 3, Step 2 of the current Police Union Contract.

Union's Complaint:

On 11/20/18, a Cromwell Police Department Examination Announcement for the position of Sergeant was posted for all eligible candidates who met the minimum qualifications.

Under the "Probation" section of the posting states "There shall be a six-month probation period. An extension of not more than six months may be granted" which is in violation of Article 4, Section 6 of the collective bargaining agreement.

Article 4, Section 6- The position of Sergeant shall have a six (6) month probationary period.

Remedy Requested

- Removal of this language in the posting and all future postings for eligible candidates unless negotiated with the Union in good faith.

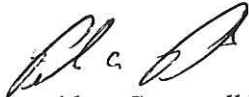
ATTACHMENTS

1. Cromwell Police Department Examination Announcement Sergeant
2. Article 4, Section 6 (The position of Sergeant shall have a six (6) month probationary period), as well as Article 14 (Grievance Procedure) of the current Collective Bargaining Agreement between the Town of Cromwell and the Cromwell Police Union (NIPSEU).
3. Copy of Step 1 Grievance sent by Cromwell Police Union (NIPSEU) to Chief Lamontagne on December 5, 2018
4. Copy of Step 1 Grievance Response sent by Chief Lamontagne to the Cromwell Police Union (NIPSEU) on December 6, 2018

If you have any questions and/or concerns, please do not hesitate to contact me.

Respectfully,

Detective Peter A. Pietraroia



President-Cromwell Police Union

Nutmeg Independent Public Safety Employee Union (NIPSEU)

**CROMWELL POLICE DEPARTMENT
EXAMINATION ANNOUNCEMENT
SERGEANT**

MINIMUM QUALIFICATIONS

Not less than four (4) years' service as a full-time police officer in the Cromwell Police Department (on the date of this notice) and considerable knowledge of Cromwell Police Department Rules and Regulations; knowledge of criminal and motor vehicle laws; knowledge of principles of modern police administration; knowledge of modern police investigative techniques, procedures and aids; considerable supervisory ability; considerable ability to prepare and present comprehensive written and oral reports.

DUTIES AND RESPONSIBILITIES

See POLICE SERGEANT Job Description (attached), as adopted by the Board of Selectmen, June, 2002 except for Required Qualifications.

EXAMINATION PROCESS

The examination process will consist of a written examination, an oral examination, and an evaluation by the Chief of Police. A combined score of 70 or better between the written and oral examination is required to continue.

WEIGHT OF EXAMINATION

The examination will be weighted as follows: written examination- 45%, oral examination - 45%, Chief of Police evaluation -10%.

APPLICATION FOR EXAMINATION

Applicants shall submit to the office of the Chief of Police a written and signed statement indicating their intention to participate in the examination process, along with a brief resume.

STATEMENT OF INTENT DEADLINE

All letters must be submitted to the office of the Chief of Police not later than 0800 hours, on Wednesday, December 5, 2018.

DATE OF WRITTEN AND ORAL EXAMINATION

TBA. The reading list is attached to this announcement.

CROMWELL POLICE
EXAMINATION ANNOUNCEMENT
SERGEANT

Page two

CHIEF'S EVALUATION

The Chief of Police evaluation is completed prior to the written examination. The Chief of Police evaluation will take into consideration, but is not limited to: an interview, work performance, report writing skills, attention to details, decision making abilities, as well as sick time use.

SELECTION PROCESS

Rule of three is in effect governing appointment procedure.

PROBATION

There shall be a six-month probation period. An extension of not more than six months may be granted.

EXPIRATION OF PROMOTIONAL LIST

Examination Promotional List will remain in effect for one year.

Denise Lamontagne
Chief of Police

Police Supervisor Test Reading List

This reading list was designed to help candidates prepare for the upcoming Police Supervisor test. Candidates are required to study the books from the reading list below before taking the exam. The questions on the exam are based solely on the books listed below.

THIS READING LIST IS A SECURE DOCUMENT. YOU ARE NOT AUTHORIZED TO POST THIS READING LIST ON THE INTERNET.

Adams, T.F. (2013). Police field operations (8th ed.). Upper Saddle River, NJ: Pearson Education, Inc. www.prenhall.com (800) 282-0693 ISBN: 0135050499 (Support materials available from publisher)

Flaherty, Michelle Poche. (Ed.). (2013). Effective supervisory practices: Better results through teamwork (5th ed.). Washington, DC: International City/County Management Association. bookstore.icma.org (800) 745-8780 ISBN: 978-0 87326-774-8 (Support materials available from publisher)

Iannone, N.F., Iannone, M.P., & Bernstein, J. (2013). Supervision of police personnel (8th ed.). Upper Saddle River, NJ: Prentice Hall, Inc. www.prenhall.com (800) 282-0693 ISBN: 0132973820 (Support materials available from publisher)

Kappeler, V.E. & Gaines, L.K. (2015). Community policing: a contemporary perspective (7th ed.). Elsevier. www.elsevier.com (800) 545-2522 ISBN: 978-0-323-34049-6

Miles, J.G., Richardson, D.B., & Scudellari, A.E. (2018). The law officer's pocket manual. Washington, DC: Bureau of National Affairs. www.bnabooks.com (800) 960-1220 ISBN: 978-1682672624

Orthmann, C.H., Hess, K.M. & Lim Cho, H. (2016). Criminal investigation (11th ed.). Clifton Park, NY: Delmar Cengage Learning. www.cengage.com (800) 354-9706 ISBN: 978-1285862613

Content Area	Number of Items on Test
Laws Related to Police Work	24
Police Fields Operations	24
Investigative Procedures	15
Supervisory Principles, Concepts, & Reports	27
Records & Paperwork	10

- (b) The decision to be paid or to take a day off must be made within the calendar week. The selection of the make-up day must be approved by the officer in charge of scheduling.
- (c) The accrued days leave must be taken within a six (6) month period of the accrued day.

Section 4. Any employee ordered in on New Year's Day or Christmas Day shall be paid at a rate of double time for all hours worked between 12:01 a.m. and 11:59 p.m. on said holiday.

Section 5. Any employee on FMLA or Worker's Compensation leave shall receive pay for any accrued holidays while out on said leave. If earned accrued time is going to expire, the employee shall receive pay for said day.

ARTICLE 4 **SENIORITY**

Section 1. Seniority shall commence from the date of employment as a full-time police officer of the Town. Seniority shall consist of total continuous service within the Department.

Section 2. Seniority shall not be interrupted by authorized leave, vacation, paid sick leave, FMLA leave or job-related injury.

Section 3. If an employee resigns or is discharged for just cause he/she shall lose all seniority.

Section 4. Seniority shall prevail with regard to vacation scheduling, layoff, and recall.

Section 5. No employee shall attain seniority rights under this Agreement until he/she has been continuously employed by the Town as full time member of the Department for a period of one (1) year and he/she has completed the minimum basic training pursuant to §7-294e of the Connecticut General Statutes (C.G.S.). During such period, the employee shall be on probation. The discipline or discharge of any employee during such probationary period shall not be subject to the grievance procedure. Upon completion of an employee's probation period, his/her seniority shall be retroactive to the date of his/her original employment with the Town.

Section 6. The position of Sergeant shall have a six (6) month probationary period.

ARTICLE 5 **HOURS OF WORK**

Section 1. The normal work week for all full-time patrol officers and sergeants assigned to the patrol division shall consist of five (5) working days, nine and one-quarter (9¼) hours per day with three (3) consecutive days off, forty (40) hours per week averaged over eight (8) weeks.

- (d) Complaints alleging conduct (which is not criminal in nature) unbecoming a member of the department;
- (e) Complaints involving any violations of department rules and regulations.

Section 7. No officer shall be suspended from his/her duties without pay until a disciplinary hearing has been conducted unless the substance of the charges against the Police Officer would constitute a felony or class A or B misdemeanor under Connecticut law.

Section 8. Suspensions for noncriminal and nonemergency offenses in excess of five (5) days shall take effect after the hearing and appeal process specified in the grievance procedure in Article 14 is exhausted and a decision has been reached by the Arbitrators. Suspensions for criminal offenses or in emergency situations, such as when employee reports to work inebriated, etc., shall be effective immediately.

Section 9. Legal rights.

A. False Complaints. If a false complaint or allegation is made against any officer, the Chief, the Union and the officer involved will meet to review the charges and discuss whether or not the matter should be presented to appropriate prosecutorial officials.

B. Constitutional Rights. Police Officers shall enjoy all legal rights guaranteed under the Constitution of the United States and the State of Connecticut, and any other federal or state statute.

C. Rights of Officer Questioned. If the officer under questioning is under arrest or is likely to be placed under arrest, he or she shall be informed of all his or her rights prior to the beginning of questioning. Any questioning of the police officers shall be conducted at a reasonable hour, normally when the police officer is on duty, unless the seriousness of the investigation warrants an immediate investigation as determined by the Chief of Police.

ARTICLE 14
GRIEVANCE PROCEDURE

Section 1. Purpose. The purpose of the grievance procedure shall be to settle employee grievances on as low an administrative level as possible and practicable so as to insure efficiency and employee morale.

Section 2. Definition. A grievance, for the purpose of this procedure, shall be considered to be an employee or Union complaint concerned with:

- (a) Discharge, suspension, or other disciplinary action.
- (b) Charge of favoritism or discrimination.

- (c) Interpretation and application of rules and regulations implementing policies of the police department.
- (d) Matters relating to interpretation and application of the Articles and Sections of this Agreement.

Section 3. Procedure.

Step 1. Any employee or the Union with a grievance shall within fifteen (15) calendar days of occurrence of same reduce the grievance to writing and submit it to the Chief of Police or his/her designee, who shall use his/her best efforts to settle this dispute. The Chief's or his/her designee's decision shall be submitted in writing to the aggrieved employee and the Union within ten (10) calendar days or receipt of the grievance.

Step 2. If the complainant and/or the Union are not satisfied with the decision rendered by the Chief or his/her designee, said complainant or the Union shall submit the grievance, in writing, to the Town Council no later than ten (10) calendar days following the Chief's decision at Step 1. The Commission shall meet thereon at its next regularly scheduled meeting after receipt of the Step 2 grievance or at a Special Meeting (in either case which shall not be longer than thirty-five (35) calendar days after the Town Council's receipt of the Step 2 grievance) and within ten (10) calendar days after hearing the grievance shall submit its decision in writing to the complainant and the Union.

Step 3. If the Union is not satisfied with the decision rendered and elects further processing, it shall submit the grievance to the Connecticut State Board of Mediation and Arbitration, and the decision rendered by the arbitrator or arbitrators shall be final and binding upon both parties and it must be implemented within fifteen (15) working days except that the decision shall not amend or alter this Agreement in any manner. Neither party waives its right to legal appeal under the Connecticut General Statutes.

Section 4. Mediation. The mediation services of the State Board of Mediation and Arbitration may be used at any step of the grievance procedure.

Section 5. Meeting on Grievance. Nothing in this Article shall prohibit the parties from mutually arranging informal meetings at any step of the grievance procedure.

Section 6. Recordings of Minutes or Testimony. Either party shall have the right to employ a public stenographer or recording device at any step in this procedure, provided that any costs incurred through the use of public stenographer or recording device shall be borne by the party employing same.

Section 7. Police Union as Complainant. The Police Union shall be entitled to submit grievances in the name of the Police Union for contract violations in the same manner as is provided herein for employees.

Cromwell Police Union / NIPSEU

Official Grievance Form

Employer: Town of Cromwell Date Submitted: 12/5/18
Local Grievance No.: 18-06 Step 1: 11/20/18 by 12/5/18
Grievant: Cromwell Police Union Step 2: _____ by _____
Title: _____ Step 3: _____ by _____
Class Action: Yes Supervisor: _____

I authorize Cromwell Police Union / NIPSEU to act as my representative for me in this grievance.

Date: 12/5/18 Signature: _____
Grievant
Signature of Union Representative: [Signature] Title: President

Statement of Grievance

Article and Sections of the contract that have been violated:

Article 4, Section 6- The position of Sergeant shall have a six (6) month probationary period.
and any other applicable provision of the collective bargaining agreement.

Grievance: On 11/20/18, a Cromwell Police Department Examination Announcement for the position of Sergeant was posted for all eligible candidates who met the minimum qualifications.

Under the "Probation" section of the posting states "There shall be a six-month probation period. An extension of not more than six months may be granted" which is in violation of Article 4, Section 6 of the collective bargaining agreement.

Remedy Sought: Removal of this language in the current Sergeant's promotional examination posting and all future postings unless negotiated with the Union in good faith.



CROMWELL POLICE DEPARTMENT

Denise Lamontagne
Chief of Police

December 6, 2018

Detective Peter Pietraroia
President - NIPSEU
5 West Street
Cromwell, CT 06416

Dear Detective Pietraroia,

I am in receipt of your grievance filed December 5, 2018 with the Sergeant's examination process posting which was posted on November 20, 2018. The grievance states that the language regarding "an extension of not more than six months may be granted" is a violation of the contract and should be removed from the posting and any other future posting without first negotiating it with the Union.

The above language or similar language regarding extending promotion of a probationary Sergeant has been in the Sergeant Examination Announcements since at least 2004. There have been nine (9) examination processes, one of which the Union grieved based on past practice regarding the minimum qualifications. The extension of probation gives the newly promoted Sergeant the opportunity to correct or improve upon any deficient areas which they may have in the new position. Without the extension you may be taking away a newly promoted Sergeant's opportunity to succeed.

I believe nine previous posting would constitute a past practice and believe in giving a new Sergeant an opportunity to prosper. I am denying the Union's grievance at Step #1.

Sincerely,

Denise Lamontagne
Chief of Police



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

DATE: JANUARY 3, 2019

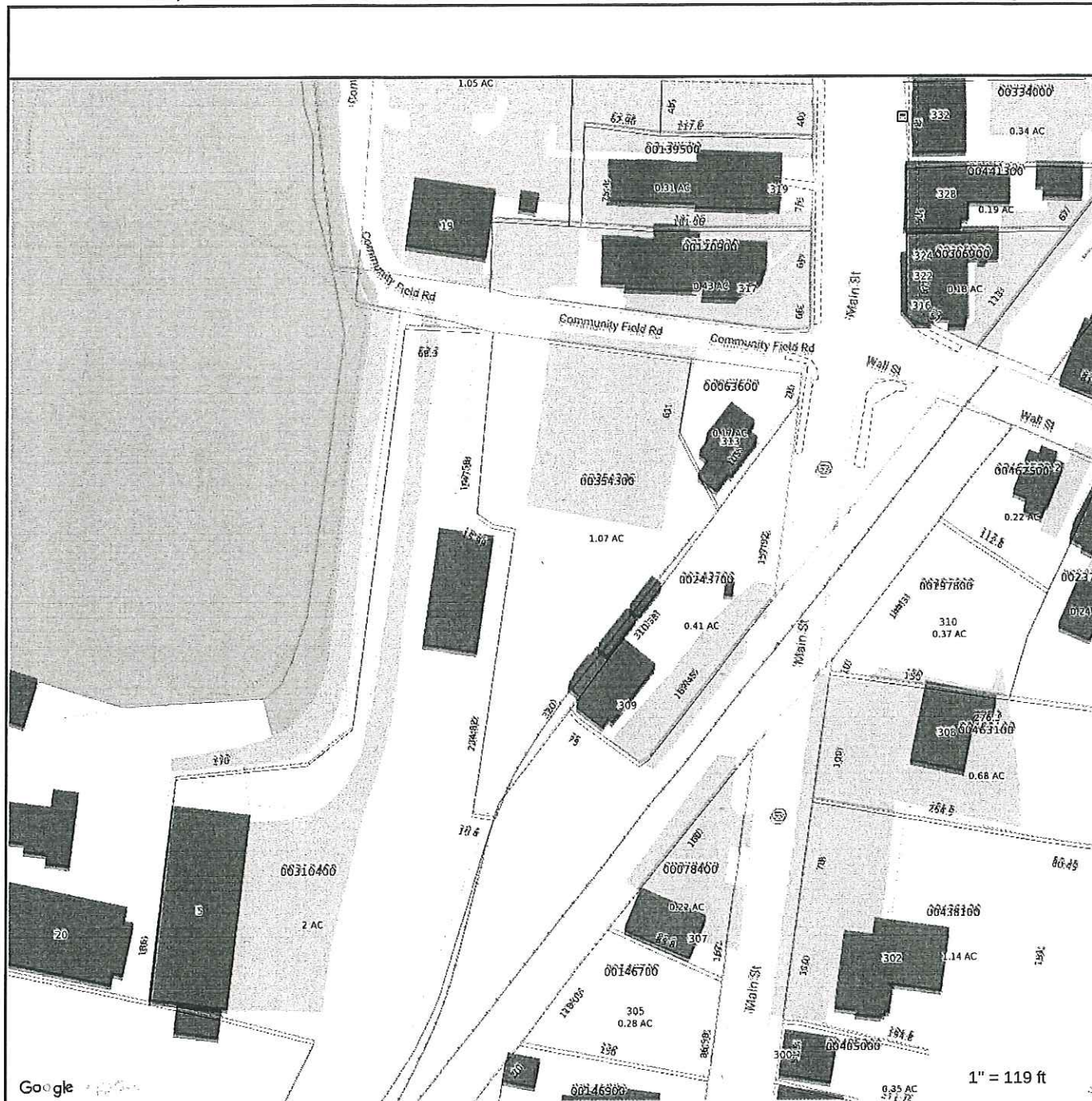
TO: TOWN COUNCIL MEMBERS

FROM: ANTHONY J. SALVATORE, TOWN MANAGER

RE: SALE OF PART OF 1 COMMUNITY FIELD ROAD

I have been approached by Jake Piwowarski, owner of 313 Main Street, inquiring if the Town would be willing to sell part of 1 Community Field Road.

Per a recent phone conversation, I have informed him that the Town would not be interested. However, I am bringing this information to the Council's attention, so that discussion and action may be taken if so desired.



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

Town of Cromwell, CT makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 7/1/2018
Data updated 11/18/2018

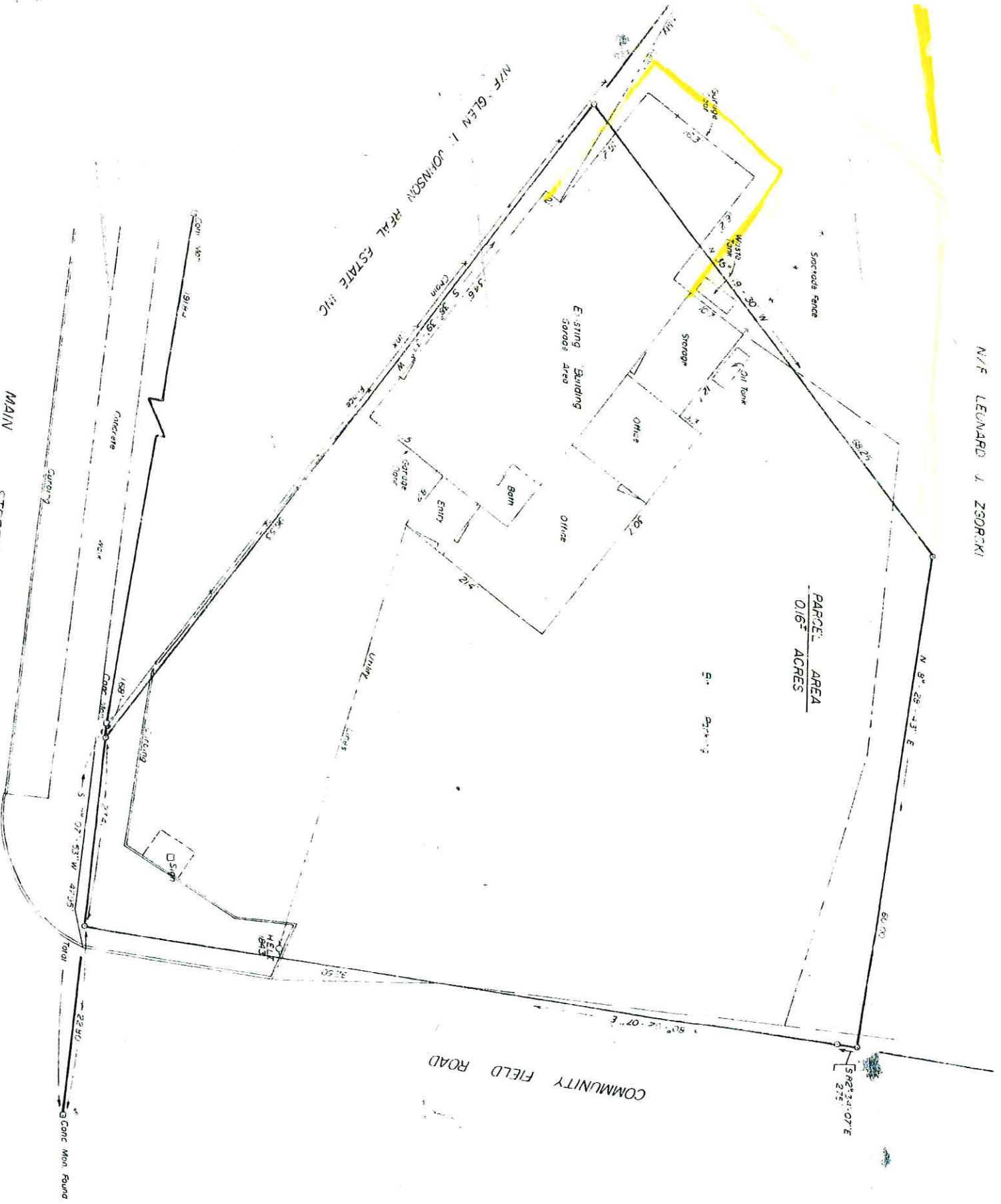
N/F LEONARD J. ZGORCKI

PARCEL AREA
0.165 ACRES

N/F GLEN I. JOHNSON REAL ESTATE INC

COMMUNITY FIELD ROAD

MAIN STREET



CROMWELL TOWN ORDINANCE

§ 82-4 License tag and registration required; exceptions.

A.

License tags required. Each dog kept by the owner in the Town shall be licensed and registered if the dog is six months of age or over, on or before June 30 annually or when the dog reaches six months of age. Dog licenses shall be issued by the Town Clerk upon payment of a license fee as established by the Connecticut General Statutes. The owner shall state at the time application is made for such license, and upon printed forms provided for such purpose, the name and address, and the name, breed, color and sex of each dog owned and kept by the owner. The owner shall submit to the Town Clerk a rabies certificate signed by a veterinarian, or copy thereof, evidencing that the dog is current for its rabies vaccination pursuant to § 82-5.

B.

Exceptions. The provisions shall not apply to dogs whose owners are nonresidents, conditioned upon possession of a valid tag from any jurisdiction; nor to dogs brought into the Town for the purpose of participation in any dog show; nor to Seeing Eye dogs properly trained to assist a blind person when such dogs are actually being used by blind persons for the purpose of aiding them in going from place to place. Use wording from USC: *Service animal* means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability

Proposed *"Nor Service Dogs trained to do work or preform tasks for the benefits of an individual with a disability"*

CGS CHAPTER 435*

DOGS AND OTHER COMPANION ANIMALS.

Sec. 22-345. License and tag for guide dogs for blind, deaf or mobility impaired persons. Any blind, deaf or mobility impaired person who is the owner or keeper of a dog which has been trained and educated to guide and assist such person in traveling upon the public streets or highways or otherwise shall receive a license and tag for such dog from the town clerk of the town where such dog is owned or kept. Such license and tag shall be issued in accordance with the provisions of section 22-340, and no fee shall be required of the owner or keeper of any such dog. When any such dog has not been previously licensed by the town clerk to whom application is being made, such town clerk shall not license such dog or issue to the owner a license and tag unless written evidence is exhibited to such clerk that the dog is trained and educated and intended in fact to perform such guide service for such applicant. Any person who has a dog placed with such person temporarily, including for breeding purposes, by a nonprofit organization established for the purpose of training or educating guide dogs to so assist blind, deaf or mobility impaired persons shall receive a license and tag for such dog from the town clerk of the town where such dog is kept. Such license and tag shall be issued in accordance with the provisions of section 22-340, and no fee shall be required for such license and tag, provided such person presents written evidence that such dog was placed with such person by such organization. As used in this section and section 46a-44, "deaf person" means a person who cannot readily understand spoken language through hearing alone and who may also have a speech defect which renders such person's speech unintelligible to most people with normal hearing.

§ 82-4 License tag and registration required; exceptions.

A.

License tags required. Each dog kept by the owner in the Town shall be licensed and registered if the dog is six months of age or over, on or before June 30 annually or when the dog reaches six months of age. Dog licenses shall be issued by the Town Clerk upon payment of a license fee as established by the Connecticut General Statutes. The owner shall state at the time application is made for such license, and upon printed forms provided for such purpose, the name and address, and the name, breed, color and sex of each dog owned and kept by the owner. The owner shall submit to the Town Clerk a rabies certificate signed by a veterinarian, or copy thereof, evidencing that the dog is current for its rabies vaccination pursuant to § 82-5.

B.

Exceptions. The provisions shall not apply to dogs whose owners are nonresidents, conditioned upon possession of a valid tag from any jurisdiction; nor to dogs brought into the Town for the purpose of participation in any dog show; nor to Seeing Eye dogs properly trained to assist a blind person when such dogs are actually being used by blind persons for the purpose of aiding them in going from place to place; nor to a Service Animal, as defined under the Americans with Disabilities Act, when that Service Animal is trained for and is being used to assist in tasks directly related to a person's disability.

- c. Senior Center and Human Services Job Description
No action necessary

3. Presentation of Town Manager's 2018 Goals and Objectives.

F. Emanuele -

- Continue to pursue H/R position
- Keep the legal costs down
- Continue working with the Town Planner to improve the Downtown and Riverfront
- Look for potential increases in our revenue
- Improve communications with our town people
- Have a master plan for buildings and infrastructure

R. Newton -

- Continue to enhance the budget process
- More explanation from Department Heads on how they achieved the new goals that they set for themselves
- Understand that the H/R position may become more than just a part time position
- Find ways to better utilize the building space in Town Hall
- Continue to make the budget a living document

J. Demetriades -

- Protect services for people with disabilities and look for more opportunities for them
- Find ways to bring the millennials back to work and live in Cromwell
- Ensure that all plans and proposals are fiscally responsible

A. Waters -

- Curtain a lot of this spending and be fiscally responsible

M. Johnson

- Seek out commercial developers and look to fill empty store fronts in Cromwell
- Continue with Economic Development opportunities

E. Faienza

- Continue to seek out commercial developers
- Continue with Economic Development opportunities
- Present a responsible fiscal budget
- Work on Sidewalk improvements
- Continue efforts to improve our town
- Thanked Town Manager Salvatore for his efforts

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

RECEIVED FOR RECORD
Dec 17, 2018 12:47P
JOAN AHLQUIST
TOWN CLERK
CROMWELL, CT *JA*

MINUTES

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

Absent: None

Also present: Town Manager A. Salvatore, Public Works Director L. Spina,
Chief D. Lamontagne, Finance Director M. Sylvester,
Town Engineer/Assistant Public Works Director J. Harriman

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE

Frank Emanuele led the Pledge of Allegiance.

C. APPROVAL OF AGENDA

Town Manager A. Salvatore requested Item M-1 be removed from Agenda.
Item has been resolved. Motion made by F. Emanuele seconded by
J. Demetriades and *unanimously carried* to amend the agenda and move Item
M-1 and to approve the agenda as amended.

D. COMMISSION CHAIRMAN REPORTS/LIAISON REPORT/STAFF REPORTS

None

E. CITIZEN COMMENTS

1. T. Butler, 45 South Street spoke regarding Cromwell Creek.
2. S. Jaceszki, 33 Shadow Lane spoke regarding proposed Town Garage.
3. R. Waters, 84 South Street spoke regarding Cromwell Creek.
4. A. Kelly, 47 Willowbrook Road gave praise for the project
on Willowbrook Road for a job well done.

F. MAYOR'S UPDATE

Mayor Faienza reported:

First meeting with Fire District was recently held; looking into the future to have an independent audit study to come together on various items.

Pension committee recently met; the Town's pension is over 90% funded and has \$22 million (plus) in the fund.

Thank you to Jay Polke and Town employees regarding the tree lighting ceremony and block party for a wonderful event and a job well done by all.

Goals for objectives for Town Manager A. Salvatore for 2019 were requested.

Chamber breakfast tomorrow at Mattabasset District; Mayor is unable to attend due to prior commitment.

Wishes for a happy and healthy holiday season were extended to all.

G. TOWN MANAGER'S UPDATE

Town Manager Salvatore reported:

Consensus for independent audit review for Town to present to the Fire District and bring findings back to Council for review regarding various items.

The ship on display in Town Hall was donated about a year ago by Ed Wysocki. A table recently handcrafted by Michael Nadeau was also acknowledged. Plaques will be placed on both in the near future.

Town Manager A. Salvatore was re-elected to COST Board of Director's as well as Vice President of Council of Governments during their recent re-elections.

One Community Field Road parking lot has now been acquired by the Town.

W. Bell, Health Director and S. DeVoe, Assistant Finance Director were praised for all of their efforts on the HeartSafe project.

S. Popper, Town Planner received information today regarding the Sidewalk Grant around the schools and Main Street. The Grant has been awarded to the Town and will receive official notice next week.

Fencing is still up at Valor Green due to a delay in completion which should be accomplished this spring.

H. CHIEF OF POLICE'S UPDATE

Chief Lamontagne reported:

Officer Hennessey will graduate the Police Academy next week and will receive field training with Officer Perlini.

Officer Chater is doing well in the Police Academy.

Dispatcher hiring is in process due to the recent resignation of Dispatcher Lawton.

Sergeant's exam has been reposted with two interested candidates.

Tree lighting ceremony was well attended.

Fill-A-Cruiser was a great success; more food was received than in past years. Chief praised Lori Ouellette for her 15 years of coordinating this event and for all of her efforts regarding Fill-A-Cruiser.

Shop with a Cop event held last night was a huge success.

The amount of calls (2,000) received for service this year has surpassed last year's amount. This has been accomplished with a reduced staff.

Holiday patrols will be added during this holiday season. Cars are being stolen and vandalized; residents should be vigilant with their vehicles and personal items.

Thank you to Covenant Village for use of their property to conduct live training exercises.

I. PUBLIC WORKS DIRECTOR'S UPDATE

Public Director Spina reported:

Crews are approximately 95% finished with leaf pickup and should be completed by tomorrow.

Winter preparation to pre-treat roadways will begin next week with the purchase of two new mason dump trucks.

There is a vacancy within the Sewer Division due to Curtis Rooth's retirement at year's end. Interviews will be held tomorrow for the Sewer Foreman's position.

Catch basins (799 in total) were cleaned out following up with sweeper after leaf collection.

J. FINANCE DIRECTOR'S UPDATE

1. Budget Reports

Budget report until the end of November is in this packet. November looks good because of increase in the amount of building permits that were issued.

Audit report almost ready to be distributed next week; should be available next Friday.

The Budget cycle for next year looks good and has been budgeted very conservatively. Budget looks good but too early to project at this point in time.

FINANCIAL

1. Tax Refunds

Motion made by A. Waters seconded by J. Demetriades and *unanimously carried* to approve tax refunds 1-18.

2. Financial

a. Discussion regarding 2019 JAG Grant

Chief Lamontagne explained that 100% will be reimbursed acquired by funds from government in 2016-2017. The \$10,000 amount will be used in simunitions training.

Motion made by F. Emanuele seconded by Sam Slade and *unanimously carried* to approve applying for the 2019 JAG Grant.

b. Discussion and action to appropriate \$10,000 from capital Non-Recurring fund of which 100% will be reimbursed back to the Town.

Motion made by R. Newton seconded by S. Slade and *unanimously carried* to appropriate funds which will be reimbursed to the Town.

L. OLD BUSINESS

1. Discussion and possible action on Cromwell Creek drainage issues.

Motion made by R. Newton seconded by A. Waters and *unanimously carried* to remove Cromwell Creek as a tabled item and open for discussion.

Jon Harriman made a presentation regarding Cromwell Creek and lengthy discussion ensued regarding this issue. Item was put to a vote as to whether or not to spend money on the Cromwell Creek issue.

Motion was made by R. Newton seconded by A. Waters to return Cromwell Creek issue to the table.

Motion carried and *unanimously carried* to return Cromwell Creek item to the table.

M. NEW BUSINESS

1. Union Grievance, Local 222

a. Issue regarding Craig Radican is resolved.

2. Cromwell Creative Art District was discussed for a future goal for Cromwell. Cromwell Art Alliance members spoke in favor of this of this idea which they felt was well worth the effort.

Valor Memorial Green to the Frisbie Landing area to the river would be the proposed location for the Cromwell Creative Art District.

Motion made by R. Newton seconded by S. Slade and *unanimously carried* to approve the formation of proposed Cromwell Creative Art district.

3. Discussion and possible action on the Community Events Committee followed regarding this Committee.

The committee should be overseen by the Town and work in conjunction with Organizations in order to avoid any conflicts regarding events planned in the future.

Motion made by S. Slade seconded by F. Emanuele and *unanimously carried* to approve the formation of a Community Events Committee.

4. The Homeland Security Grant Program was discussed and approved.

Motion made by S. Slade seconded by R. Newton and *unanimously carried* to apply for the Homeland Security Grant.

Mayor Faienza called for a recess at 9:30 p.m.

Mayor Faienza called the meeting back to order at 9:39 p.m.

N. APPROVAL OF MINUTES

1. Regular Meeting November 7, 2018

Motion made by R. Newton seconded by J. Demetriades and *unanimously carried* to approve the minutes of the November 7, 2018 Regular Meeting.

O. APPOINTMENTS

1. Committee to Support People with Disabilities. Item taken off the table.
No action taken.

Motion made by D. Newton seconded by J. Demetriades to remove item and not be placed on next agenda.

2. Cromwell Youth Service Advisory Board Members 18/19 per list attached.

Motion made by R. Newton seconded by S. Slade to approve Cromwell Youth Services Advisory board for 18/19 per list attached to Agenda.

P. RESIGNATIONS

1. Senior Services Commission

a. Michael Parent - November 29, 2018 - Resignation accepted resident moving out of State.

Q. COUNCIL LIASON REPORTS

Council Members gave liaison updates

R. EXECUTIVE SESSION

Motion made by R. Newton seconded by A. Waters and *unanimously carried* to adjourn to executive session at 9:43 p.m. for the purpose of highway /sewer facility, negotiation strategies, and land acquisition.

Town Manager A. Salvatore was invited into all sessions.

1. Discussion and possible action on Highway/Sewer Facility

L. Spina, J. Harriman, M. Sylvester, A. Kelly, R. Peck were invited into executive session.

2. Negotiation strategies

Chief was invited into Executive Session.

3. Land acquisition

Motion made by R. Newton seconded by S. Slade to come out of executive session at 11:23 p.m. to accept D'Amato's proposal and authorize.

ACTION

1. Motion made by R. Newton seconded by S. Slade to accept D'Amato's proposal for the proposed Highway/Sewer facility.

Votes: E. Faienza, R. Newton, S. Slade, F. Emanuele *ayes* - *nays* - 0.

J. Demetriades and M. Johnson abstained for voting on the proposed Highway/Sewer Facility.

2. Negotiation Strategies

No action taken regarding Negotiation strategies.

3. Land Acquisition

Motion made by R. Newton seconded by A. Waters and *unanimously carried* to accept the land at 15R Christian Hill Road.

S. CORRESPONDENCE

Letter from Department of Public Health (No Action)

T. ADJOURN

Motion made by S. Slade seconded by S. Slade and *unanimously carried* to adjourn the Special Meeting at 11:37 p.m.

Respectfully submitted,

_____

Marion Bironi
Acting Secretary

To: Anthony Salvatore, Town Manager
From: Stuart B. Popper, Economic Development Coordinator
Date: January 3, 2019
Re: Redevelopment Agency Recommendation

The Redevelopment Agency at their Wednesday December 19, 2018 meeting made a motion to recommend to the Town Council that they explore obtaining a right of first refusal or purchase of 313 Main Street.