

TOWN OF CROMWELL
NOTICE OF SPECIAL TOWN MEETING
April 24, 2019

RECEIVED FOR RECORD
APR 15, 2019 01:06P
JOAN AHLQUIST
TOWN CLERK
CROMWELL, CT

A special town meeting of the electors and citizens qualified to vote in town meetings of the Town of Cromwell, Connecticut, will be held in the of Cromwell Town Hall Council Chamber at 41 West Street, in the Town of Cromwell, Connecticut, on April 24, 2019 at 6:50 p.m. for the following purposes:

1. To consider and act upon a resolution to amend, as approved by the Board of Finance at meeting held November 15, 2018, the \$3,660,000 appropriation for costs related to expansion of and renovations to Cromwell Belden Public Library by the Special Town Meeting held January 10, 2018, to provide that the appropriation, to the extent not funded from grants, donations or other sources, may be funded in whole or in part as the Board of Finance shall determine from available unencumbered General Fund balance in lieu of the issue of bonds and notes of the Town for such purposes.

A copy of the full text of the resolution of the Board of Finance referenced in item 1 above is on file at the office of the Town Clerk and available for public inspection during normal business hours.

Dated at Cromwell, Connecticut, this 16th day of April, 2019.

Enzo Faienza, Mayor
For the Cromwell Town Council

RECEIVED FOR RECORD
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JOAN AHLQUIST
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**RESOLUTION OF SPECIAL TOWN MEETING
RESOLUTION AMENDING THE \$3,660,000 APPROPRIATION FOR COSTS
RELATED TO EXPANSION OF AND RENOVATIONS TO CROMWELL BELDEN
PUBLIC LIBRARY TO PROVIDE FOR FUNDING OF THE APPROPRIATION, TO
THE EXTENT NOT FUNDED FROM GRANTS, DONATIONS OR OTHER SOURCES,
FROM AVAILABLE UNENCUMBERED GENERAL FUND BALANCE IN LIEU OF
BORROWINGS**


WHEREAS, the Board of Finance at meeting held July 27, 2017 and the Special Town Meeting held January 10, 2018 approved resolutions appropriating \$3,660,000 for costs related to expansion of and renovations to Cromwell Belden Public Library, and authorized the issue of bonds or notes and temporary notes to finance the appropriation to the extent not funded from grants, donations or other sources; and

WHEREAS, it is in the best interests of the Town to fund such appropriation, in whole or in part and to the extent not funded from grants, donations or other sources, from available unencumbered General Fund balance, and the Board of Finance of the Town of Cromwell by resolution adopted at meeting held November 15, 2018 approved the amendment of such appropriation to so provide;

NOW, THEREFORE, RESOLVED, that the Town Meeting of the Town Cromwell hereby approves the amendment of the aforesaid \$3,660,000 appropriation for costs related to expansion of and renovations to Cromwell Belden Public Library, to provide that the appropriation, to the extent not funded from grants, donations or other sources, may be funded in whole or in part as the Board of Finance shall determine from available unencumbered General Fund balance in lieu of the issue of bonds and notes of the Town.

**TOWN OF CROMWELL
TOWN COUNCIL SPECIAL MEETING
WEDNESDAY, APRIL 24, 2019
7:00 P.M. TOWN HALL COUNCIL CHAMBERS**

AGENDA

RECEIVED FOR RECORD
Apr 18, 2019 02:55P
JOAN AHLQUIST
TOWN CLERK
CROMWELL, CT 

- A. CALL TO ORDER**
- B. PLEDGE OF ALLEGIANCE**
- C. APPROVAL OF AGENDA**
- D. COMMISSION CHAIRMAN REPORTS/LIASON REPORT/STAFF REPORTS**
 - 1. Economic Development Coordinator Report for April 2019.
- E. CITIZEN COMMENTS**
- F. MAYOR'S UPDATE**
- G. TOWN MANAGER'S UPDATE**
- H. FINANCE DIRECTOR'S UPDATE**
- I. FINANCIAL**
 - 1. Budget Reports
 - 2. Tax Refunds
 - 3. Discussion and action to use remaining 2016 bond funds (approx \$268,000) for road improvements projects as identified by the Director of Public Works and the Town Engineer, consistent with the Town's 2016 Pavement Management report.
- J. CHIEF OF POLICE'S UPDATE**
- K. PUBLIC WORK'S DIRECTOR UPDATE**
- L. NEW BUSINESS**
 - 1. Discussion and possible action on request by the Redevelopment Agency for RFP for 60 River Road.
 - 2. Mattabassett Sewer District Report on F/Y 2020 Budget.
 - 3. Discussion and action regarding equalizing Town Clerk and Revenue Collector's Salaries.
 - 4. Discussion and possible action regarding Fawn Run.
 - 5. Discussion and possible action to approve amending Chapter 146-21 to reflect the addition of a sanitary code for salons.
 - a. Authorize Mayor to set the time and date of a Public Hearing.
 - 6. Discussion and action to approve Farmer's Market request to use Frisbee Park for this year's Farmer's Market schedule (May 31st through September 13th).
 - 7. Discussion and action to approve permission from the Town Council to use the parking area commonly referred to as Two (2) River Road for parking for the Town of Cromwell Summer Concert Series.
 - 8. Discussion and possible approval of five year agreement with All Waste Industries.
 - 9. Discussion and possible amendment to "Acceptable Items" collected at Transfer Station.

M. APPROVAL OF MINUTES

1. Special Meeting, Budget Workshop, March 6, 2019
2. Regular Meeting, March 13, 2019

N. RESIGNATIONS

1. Senior Services Commission
 - a. Teresa Fucini
2. Economic Development Commission
 - a. Stanley Stachura

O. APPOINTMENTS

1. Senior Services Commission
 - a. Paula G. Luna
2. Inland Wetlands and Watercourses Agency
 - a. Amanda Drew, reappointment, term expires December 2022.
3. Economic Development
 - a. Marilyn Teitlebaum-Dworkin, Regular Member, term expires 3/2021
 - b. Paul Warenda, Alternate, term expires March 3/2000

P. COUNCIL LIAISON REPORTS

Q. 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: April 17, 2019
Re: Economic Development Coordinator Report for April 2019

1. **Grand Openings and Ribbon Cuttings**
 - Rail 99 Tavern at 1 Wall Street at 4:30 pm on Thursday April 4, 2019.
 - The tentative date for the new Shop Rite is May 12, 2019 followed shortly by the new Marshal's store.
2. **Business Visitation:**
 - We will be scheduling visitation for the fourth week of April.
3. **Projects under and expected to begin construction in Spring of 2019:**
 - The NIC 11,925 +/- square foot office and manufacturing building at 40 Commerce Drive is under construction.
 - The 125 room, Marriott Springhill Suites Hotel at 76 Berlin Road and
 - The new access drive, 54 living units and dining, meeting and recreational facilities at 52 Missionary Road (Covenant Village) will start in Spring 2019.
4. **Applications Approved at the March 19, 2019 Planning and Zoning Commission Meeting:**
 - Application #19-02: Request for Site Plan Approval for a new Restaurant at 200 West Street. Linh D. Trong and Linda Duong are the Applicants and the Owners.
 - Application #19-07: Request to Amend Section 7.5.B.1 of the Zoning Regulations Location Requirements and Limitations to permit the sale of beer at a retail outlet exceeding 50,000 square feet.
 - Application #19-11: Request for a Site Plan Modification to modify the approved parking layout at 76 Berlin Road. AVA Group is the Applicant and Cobblestone Associates, LLC is the Owner
5. **Application Approved at the April 2, 2019 Planning and Zoning Commission Meeting:**
 - Application #19-14: Request for a Site Plan Modification to modify the approved Site Plan for the Starbucks at 136 Berlin Road. TNO Cromwell LLC is the Applicant and the Owner.
6. **Application Approved at the April 16, 2019 Planning and Zoning Commission Meeting:**
 - Application #19-18: Request for Site Plan Modification to relocate the transfer station at 100 County Line Drive. The Town of Cromwell is the Applicant and the Owner.

DOC: 654
VOL: 1645 PG: 122

ASSIGNMENT

Pursuant to a contract entered into the 1st day of October, 2018, between SFPG LLC and Northwoods of Cromwell LLC, this assignment is to confirm that pursuant to said agreement, I authorized, and assigned to SFPG LLC the right to request from the Town of Cromwell, through the appropriate agency, to apply for the relocation of a portion of the conservation easement located on lot 20 and shown on a map prepared by Hallisey Pearson & Cassidy, certified January 25, 2018, titled "Property & Topographical Survey showing property to be transferred to and from Northwoods of Cromwell LLC, Property of SFPG LLC Parcel ID# 19-009, North Road, Rocky Hill, Connecticut," revised on September 21, 2018, which map is incorporated herein by reference.

Northwoods of Cromwell LLC

BY 

Norman Nadeau, authorized member

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TOWN CLERK
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TOWN OF CROMWELL, CT



YEAR-TO-DATE BUDGET REPORT

FOR 2019 09

JOURNAL DETAIL 2016 1 TO 2019 13

	ORIGINAL APPROP	TRANSFERS/ ADJUSTMENTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001 TOWN MANAGER'S OFFICE	365,585	903	366,488	261,021.89	965.12	104,500.99	71.5%
002 TOWN CLERK'S OFFICE	211,541	2,526	214,067	145,042.78	17,688.12	51,336.10	76.0%
003 REGISTRAR OF VOTERS	71,423	1,064	72,487	61,412.40	626.16	10,448.44	85.6%
004 PLANNING COMMISSION	3,525	0	3,525	1,845.43	632.27	1,047.30	70.3%
005 ECONOMIC DEVELOPMENT	24,761	380	25,141	10,338.24	700.00	14,102.76	43.9%
006 BOARD OF FINANCE	1,350	0	1,350	460.17	.00	889.83	34.1%
008 CHARTER REVISION COMM	2	0	2	.00	.00	2.00	.0%
009 BOARD OF ASSESSMENT APPEALS	1,700	0	1,700	741.55	.00	958.45	43.6%
010 ZONING BOARD OF APPEALS	1,235	0	1,235	647.92	58.05	529.03	57.2%
011 INLAND WETLANDS	2,300	0	2,300	1,632.68	20.00	647.32	71.9%
012 COMM. FOR DISABLED PEOPLE	100	0	100	.00	.00	100.00	.0%
013 DONATIONS AND DUES	48,860	0	48,860	38,801.00	10,000.00	59.00	99.9%
014 TOWN COUNCIL	38,155	0	38,155	36,905.74	.00	1,249.26	96.7%
015 LEGAL EXPENSE	212,764	0	212,764	141,262.20	55,658.59	15,843.21	92.6%
016 CENTRAL SERVICES	140,300	0	140,300	92,464.63	35,238.99	12,596.38	91.0%
017 INSURANCE EXPENSE	606,340	0	606,340	526,119.86	.00	80,220.14	86.8%
018 GENERAL EXPENSE	593,002	400,000	993,002	980,367.57	3,000.00	9,634.43	99.0%
019 DEVELOPER/PLANNER	127,220	2,937	130,157	98,742.37	176.00	31,238.63	76.0%
020 FINANCE DEPARTMENT	399,405	3,486	402,891	291,847.31	4,660.24	106,383.45	73.6%
021 TAX COLLECTOR	144,691	604	145,295	113,019.70	810.00	31,465.30	78.3%
022 ASSESSOR'S OFFICE	232,032	2,361	234,393	174,721.20	2,000.33	57,671.47	75.4%
030 PUBLIC WORKS ADMIN.	272,252	2,345	274,597	189,926.21	7,933.78	76,737.01	72.1%
031 ENGINEERING	232,660	4,558	237,218	158,649.79	10,338.37	68,189.84	71.3%
032 SOLID WASTE REMOVAL	639,977	0	639,977	373,299.51	130,792.38	135,885.11	78.8%
033 BUILDING INSPECTION	193,938	4,436	198,374	142,709.69	1,494.44	54,169.87	72.7%
034 HIGHWAY DEPT.	1,380,563	0	1,380,563	749,789.37	146,967.51	483,806.12	65.0%
035 BUILDING MAINTENANCE	611,146	0	611,146	411,285.27	49,539.32	150,321.41	75.4%
036 PARKS & GROUNDS	415,380	0	415,380	236,279.30	31,714.94	147,385.76	64.5%
037 PUBLIC WORKS-OTHER	400,525	0	400,525	257,798.53	89,127.22	53,599.25	86.6%
038 VEHICLE MAINTENANCE	336,264	0	336,264	208,413.09	56,404.94	71,445.97	78.8%
040 POLICE DEPARTMENT	3,399,842	0	3,399,842	2,414,292.14	37,601.84	947,948.02	72.1%
041 EMERGENCY MANAGEMENT	19,950	0	19,950	9,125.00	375.00	10,450.00	47.6%
042 ANIMAL CONTROL	87,237	0	87,237	57,482.16	.00	29,744.84	65.9%
050 HEALTH DEPARTMENT	188,362	2,583	190,945	141,864.05	14,521.97	34,558.98	81.9%
051 HUMAN SERVICES	124,930	738	125,668	91,396.86	554.51	33,716.63	73.2%
053 SENIOR SERVICES	98,736	1,232	99,968	70,005.18	6,387.87	23,374.95	76.6%
054 YOUTH SERVICES	100,902	0	100,902	61,907.52	2,589.09	36,405.39	63.9%
055 TRANSPORTATION SERVICES	125,829	1,046	126,875	87,982.50	2,622.05	35,270.45	72.0%
060 RECREATION DEPARTMENT	237,062	4,404	241,466	156,117.04	9,760.88	75,548.08	68.7%
061 LIBRARY	574,539	5,211	579,750	425,515.62	17,565.96	136,668.42	76.4%
070 BONDED DEBT	3,687,300	0	3,687,300	507,425.00	.00	3,179,875.00	13.8%
080 EMPLOYEE BENEFITS	3,563,379	-43,006	3,520,373	2,633,038.98	145,643.93	8,148,021.69	78.9%
090 BOARD OF EDUCATION	29,724,214	0	29,724,214	21,576,192.31	.00	27,801.29	72.6%
119 DEVELOPMENT COMPLIANCE	95,333	2,192	97,525	69,723.71	.00		71.5%

TOWN OF CROMWELL, CT



YEAR-TO-DATE BUDGET REPORT

FOR 2019 09

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012 COMM. FOR DISABLED PEOPLE	100	0	100	.00	.00	100.00	0%
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016 CENTRAL SERVICES	140,300	0	140,300	92,464.63	35,238.99	12,596.38	91.0%
017 INSURANCE EXPENSE	606,340	0	606,340	526,119.86	.00	80,220.14	86.8%
018 GENERAL EXPENSE	593,002	400,000	993,002	980,367.57	3,000.00	9,634.43	99.0%
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038 VEHICLE MAINTENANCE	336,264	0	336,264	208,413.09	56,404.94	71,445.97	78.8%
040 POLICE DEPARTMENT	3,399,842	0	3,399,842	2,414,292.14	37,601.84	947,948.02	72.1%
041 EMERGENCY MANAGEMENT	19,950	0	19,950	9,125.00	375.00	10,450.00	47.6%
042 ANIMAL CONTROL	87,237	0	87,237	57,492.16	.00	29,744.84	65.9%
050 HEALTH DEPARTMENT	188,362	2,583	190,945	141,864.05	14,521.97	34,558.98	81.9%
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061 LIBRARY	574,539	5,211	579,750	425,515.62	17,565.96	136,668.42	76.4%
070 BONDED DEBT	3,687,300	0	3,687,300	507,425.00	.00	3,179,875.00	13.8%
080 EMPLOYEE BENEFITS	3,563,379	-43,006	3,520,373	2,633,038.98	145,643.93	741,690.09	78.9%
090 BOARD OF EDUCATION	29,724,214	0	29,724,214	21,576,192.31	.00	8,148,021.69	72.6%
119 DEVELOPMENT COMPLIANCE	95,333	2,192	97,525	69,723.71	.00	27,801.29	71.5%

TOWN OF CROMWELL, CT



YEAR-TO-DATE BUDGET REPORT

FOR 2019 09

JOURNAL DETAIL 2016 1 TO 2019 13

	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	-178,655.87	-155,944.13	53.4%
021 TAX COLLECTOR	-43,450,321	0	-43,450,321	-43,486,030.53	35,709.53	100.1%
022 ASSESSOR'S OFFICE	-500	0	-500	-762.00	262.00	152.4%
030 PUBLIC WORKS ADMIN.	-40,300	0	-40,300	-34,873.48	-5,426.52	86.5%
033 BUILDING INSPECTION	-150,100	0	-150,100	-356,084.60	205,984.60	237.2%
040 POLICE DEPARTMENT	-88,700	0	-88,700	-44,048.05	-44,651.95	49.7%
042 ANIMAL CONTROL	-750	0	-750	-300.00	-450.00	40.0%
050 HEALTH DEPARTMENT	-25,500	0	-25,500	-4,635.00	-20,865.00	18.2%
053 SENIOR SERVICES	-1,500	0	-1,500	-1,568.00	68.00	104.5%
054 YOUTH SERVICES	-4,000	0	-4,000	-80.00	-3,920.00	2.0%
061 LIBRARY	-8,000	0	-8,000	-4,633.86	-3,366.14	57.9%
206 BOARDS & COMMISSIONS	-4,720	0	-4,720	-17,850.20	13,130.20	378.2%
207 STATE OF CONNECTICUT	-4,517,124	0	-4,517,124	-2,563,136.19	-1,953,987.81	56.7%
208 MISCELLANEOUS SOURCES	-481,706	0	-481,706	-990,202.64	508,496.64	205.6%
999 FUND BALANCE	-629,000	0	-629,000	.00	-629,000.00	.0%

GRAND TOTAL -49,736,821

0 -49,736,821 -47,682,860.42

-2,053,960.58 95.9%

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

Posted Refund Transaction (s)		TOWN OF CROMWELL	Int Date: 04/04/2019		Date: 04/04/2019	Page: 1	
Condition(s) :	Name		Prop Loc/Vehicle Info.				
Bill	Address		UniqueID/Reason				
Dist/Susp/Bank	Address						
2017-01-0000375	<i>Coverdologic</i>						
1	44 FRANKLIN ROAD	44 FRANKLIN ROAD					
92	CROMWELL CT 06416	00365300	1/15/2019	3,950.46	0.00	0.00	3,950.46
2017-01-0001875	FORTIER ROBYN + FORTIER KERRIANNE J	Sec. 12-129 Refund of Excess Payments.		5,925.69	0.00	0.00	-1,975.23
1	2 SOVEREIGN RIDGE	00189400	2/4/2019	19,074.24	0.00	0.00	19,074.24
2017-01-0004147	<i>Devermuth Mortgage Inc</i>	Sec. 12-129 Refund of Excess Payments.		20,223.28	0.00	0.00	-1,149.04
1	8 CEDAR LAND COURT, Unit 06D	00208400	1/22/2019	2,617.56	0.00	0.00	2,617.56
92	CROMWELL CT 06416	Sec. 12-129 Refund of Excess Payments.		3,926.34	0.00	0.00	-1,308.78
2017-03-0050532	ARI FLEET LT	2015/WBS309C57FP967971	3/26/2019	0.00	0.00	0.00	0.00
1	4001 LEADENHALL RD	50532		1,261.66	0.00	0.00	1,261.66
2017-03-0062906	MOUNT LAUREL NJ 08054-4611	Sec. 12-129 Refund of Excess Payments.		0.00	0.00	0.00	-1,261.66
1	23 WILLOW CT	2010/271BU4E3AC243558	3/18/2019	0.00	0.00	0.00	0.00
2017-04-0080311	CROMWELL CT 06416-1737	62918		185.07	0.00	0.00	185.07
1	CARLSON DALE R	Sec. 12-129 Refund of Excess Payments.		0.00	0.00	0.00	-185.07
2017-04-0082268	22 SHEILEY ST	2007/7GNDT138572201913	3/29/2019	104.01	0.00	0.00	104.01
1	CROMWELL CT 06416-1906	80311		166.12	0.00	0.00	166.12
2017-04-0082268	PEABER JOHN F	Sec. 12-129 Refund of Excess Payments.		42.52	0.00	0.00	-62.11
1	165 MEETING HOUSE LANE	2018/5JW1U1212J1221934	3/29/2019	71.25	0.00	0.00	71.25
1	CROMWELL CT 06416	82268		0.00	0.00	0.00	-28.73
TOTAL	7			25,788.79	0.00	0.00	25,788.79
				31,759.41	0.00	0.00	-5,970.62

Matus, Re

From: Sylvester, Marianne
Sent: Friday, March 29, 2019 12:28 PM
To: Matus, Re
Cc: Salvatore, Anthony
Subject: April TC agenda

Discussion and approval of use of remaining 2016 bond funds (approx \$268,000) for road improvement projects as identified by the Director of Public Works and the Town Engineer, consistent with the Town's 2016 Pavement Management report.

Marianne Sylvester
Finance Director
Town of Cromwell

860-632-3416

msylvester@cromwellct.com

To: Anthony Salvatore, Town Manager
From: Stuart B. Popper, Director of Planning and Development
Date: April 17, 2019
Re: Request by Redevelopment Agency

Please be advised that at the Redevelopment Agency meeting held on Wednesday March 20, 2019 at 6:30 pm the Redevelopment discussed the idea of the Town Council issuing a Request for Proposal (RFP) for a public/private partnership to develop a water oriented mixed recreational and commercial development at 60 River Road.

After extensive discussion the Agency passed a motion:

Motion: Recommending to the Town Council consider issuing a Request for Proposal (RFP) for a public/private partnership to develop 60 River Road.

Mattabassett Sewer District

FY2020

April 24, 2019

Budget Notes: Cromwell

- The FY2020 Budget increases (3.8%) overall are primarily driven by Capital Investments, electricity and salaries this year.
- Five Year average flows impact the operating budget and also the community with the largest flows (NB) the most significantly.
- Operating Budget assessment is impacted by credits from income and Middletown buy-in funds. Income credits impact all constituent members. Middletown's admission fee into the District benefits the Charter members only (NB, Berlin, Cromwell). This year, credits from Middletown's addition benefited Cromwell \$167,036.
- Debt portion of assessment increases each year regardless of debt expenses. This is true because each year use of Middletown's admission fees is reduced.
- Total assessments have increased a greater proportion than disbursement due to less sludge revenues with Middletown joining the District. This year we have \$25,000 less budgeted. We, however, increased the use of reserved funds by \$175,000.
- Cromwell is paying 5.4% of debt service as part of their assessment even though their reserve capacity is 8.6% due to admission fee credits.
- NB is paying 21% of debt service as part of their assessment even though their reserve capacity is 40.89% due to admission fee credits from Middletown.
- Once Middletown's additional flows are introduced (estimated in late summer 2019) the operating costs of the budget will be further distributed among the District members thus lowering the financial impact.

Fiscal Year 2019-2020 Flow Development Work Sheet and Other Income -

Notes

REVISED 1.8.19

1 This spreadsheet is based on the FY2018 2019 Budget spreadsheet.

2 The same formulas have been used as in the previous budget preparation process.

3 Assumptions include: 2% Contract Salary Increase plus steps, merit increase, 2% Medical costs increase versus Budget last year, 14% MIERF Contrib from Matlabassett, currently 12.2%, Electricity Increase 3%

4 Sludge/Septage Income \$925,000

Interest Income Projected \$20,000 - Actual FY18 is 61K W/O UT NB, B, C Reserve interest.

Misc Income \$75,000

Excess Income Transfer \$250,000.00 - Need to buildup Reserves and CNR Accounts for future projects and emergencies.
Reserve fund transfer \$0.00 already used funds in previous FY's to reduce debt service

5 Overall Budget Increase

6 Excluding Capital & Electricity the FY18 budget increased = 3.83% over FY19's budget

7 UPDATED WITH 12.31.18 FLOW DATA = 1.64% over FY19's budget

The following input has been derived from the Flow Worksheet

	2016 Flows				2017 Flows			
	Total	Average	% Consist	% Tot Flow	Total	Average	% Consist	% Tot Flow
Municipality	3097.88	8.43	63.65%	63.64%	3489.71	9.56	65.45%	62.29%
New Britain (incl Farm)	890.68	2.44	18.30%	17.43%	918.62	2.51	17.19%	16.36%
Berlin	353.67	0.97	7.27%	6.92%	390.01	1.04	7.13%	6.78%
Cromwell	524.99	1.44	10.78%	10.28%	545.34	1.49	10.28%	9.73%
Middletown	241.60	0.66	N/A	0.74%	270.79	0.74	N/A	4.33%
MDC	4.60	0.01	N/A	0.09%	4.60	N/A	N/A	0.08%
Farmingington (Not in Tot)	5108.82	14.00	100.00%	100.00%	5602.47	15.35	100.00%	100.00%

	2018 Flows				Reserved Allocation 1986			
	Total	Average	% Consist	% Tot Flow	Flow	% of	% of	Total
January through December	4489.24	12.22	65.71%	62.68%	12.60	70.39%	57.27%	
	1312.06	3.59	19.29%	18.40%	3.30	18.44%	15.00%	
	439.94	1.21	6.47%	6.17%	2.00	11.17%	9.09%	
	580.53	1.59	8.53%	8.14%	2.50	N/A	11.37%	
	328.63	0.90	N/A	4.61%	1.60	N/A	7.27%	
	4.60	N/A	N/A	N/A	N/A	N/A	N/A	
	7130.47	19.54	100.00%	100.00%	22.00	N/A	100.00%	

Peak Flow	Peak Through Secondary
45.82	20.04
12.00	5.25
7.27	3.18
9.10	3.98
5.82	2.54
80.00	35.00

	2012-2016 Average Flows				2013-2017 Average Flows			
	Total	Average	% Consist	% Tot Flow	Total	Average	% Consist	% Tot Flow
Municipality	3395.11	9.30	64.09%	61.47%	3450.83	9.45	64.38%	61.08%
New Britain (incl Farm)	871.30	2.66	18.34%	17.68%	877.28	2.66	18.23%	17.47%
Berlin	386.45	1.06	7.33%	7.03%	397.30	1.06	7.23%	6.92%
Cromwell	542.50	1.49	10.24%	9.82%	544.55	1.49	10.16%	9.73%
Middletown	225.25	0.62	N/A	4.10%	235.12	0.64	N/A	4.20%
MDC	4.60	0.01	N/A	0.09%	4.60	0.01	N/A	N/A
Farmingington (Not in Tot)	5523.51	15.13	100.00%	100.00%	5595.06	15.33	100.00%	100.00%

	2014-2018 Average Flows				2014-2030 Reserved Allocation			
	Total	Average	% Consist	% Tot Flow	Flow	% of	% of	Total
January through December 2018	3643.50	9.98	64.83%	62.01%	14.25	42.85%	40.89%	
	1037.17	2.84	18.46%	17.65%	5.00	15.04%	14.35%	
	381.83	1.07	6.97%	6.67%	3.00	9.02%	8.61%	
	546.13	1.50	9.72%	9.30%	11.00	33.08%	31.56%	
	256.82	0.70	N/A	4.37%	1.60	N/A	4.59%	
	4.60	0.01	N/A	N/A	N/A	N/A	N/A	
	5875.45	16.11	100.00%	100.00%	34.85	100.00%	100.00%	

Primary	Peak Through Secondary
45.82	22.49
12.00	7.98
7.27	4.73
39.10	17.36
5.82	2.53
110	65

For the Assessment Worksheet Provide the following Projections

Estimate of Interest Income for the Budgeted Fiscal Year (Reduced as NB, B, C Reserve Interest ONLY for Charter Members)

Estimate of Septage and Grease Income

Estimate of Sludge Revenue

Estimate of Miscellaneous Income with NITROGEN CREDIT

Estimate of Misc, Nitrogen Loan/Bond Income

Reserve Fund Transfer for Operations Expenses (Misc, Eversource Electricity Lower, Gas, Chemicals)

Reserve Fund Transfer to reduce burden of First Yr Constitution Loan Payment,

\$13,000,000 Res Fund Transfer for NB, B, C 2015-2016 Start, Aml, Reduced each Yr

New Britain
Berlin
Cromwell

\$1,460,675.59
\$1,026,617
\$266,963
\$167,036

Reduced as Middletown will stop sludge delivery by June, 2019

Increase use of Reserves since Middletown Sludge is stopping and increase flows calc. FY2021 not FY2020

Increased, Accelerated Credits applied to Charter Members AND Interest 4 Yrs
Increased, Accelerated Credits applied to Charter Members AND Interest 4 Yrs
Increased, Accelerated Credits applied to Charter Members AND Interest 4 Yrs

LEGAL NOTICE

THE MATTABASSETT DISTRICT
Budget January 8, 2019
Finance Committee Approved 1.8.19
Fiscal Year July 1, 2019 to June 30, 2020

EXPENDITURES

Liability Insurance	\$139,100.
Engineering Services	\$161,000.
Legal & Accounting	\$102,000.
Training, Travel, & Meetings	\$43,500.
Office/Bus Services & Supplies	\$201,250.
Permit Fees	\$24,000.
Nitrogen Credits Purchase	\$0.
Salaries	\$3,109,818.
Employee Health Insurance	\$599,556.
Retirement	\$488,967.
Workers Comp Insurance	\$75,000.
Misc Employee Services	\$45,020.
Operations Supplies	\$53,500.
Sludge, Grit, Rags & Ash Disposal	\$175,000.
Electricity	\$1,928,000.
Natural Gas, Diesel & Gasoline	\$134,500.
Chemicals	\$380,000.
Water	\$65,000.
Bldgs, Grds & Equip Maintenance	\$533,000.
Laboratory	\$69,000.
Contingencies	\$120,000.
Total Operations Budget	\$8,447,211.
Bonded Debt Payment	\$5,286,529.
Capital Outlay Gen & Plant	\$1,584,000.
Capital Nitrogen	\$50,000.
Legislative Payment Cromwell	\$100,000.
CREDITS to TOWNS	\$14,000.
Operations, Debt & Capital Budgets	\$15,481,740.

Total Budget **15,481,740**

REVENUE

New Britain	\$6,123,969
Berlin	\$1,960,833
Cromwell	\$910,862
Middletown	\$2,912,744
Metropolitan District Commission	\$667,881
Farmington	\$9,835
Interest Income	\$60,000
Sludge Management	\$925,000
Operating Fund Excess Income	\$400,000
New Britain, Berlin, Cromwell, Credits	\$1,460,616
Reserve Fund Debt Transfer	\$0
Miscellaneous Income:	\$50,000

Total Revenue **\$15,481,740**

Approved by Board of Directors: January 22, 2019

THE MATTABASSETT DISTRICT
FY 19-20 BUDGET
Finance Committee - 1/8/2019

<u>ACCOUNT</u>	<u>FY 18-19 BUDGET</u>	<u>FY 19-20 BUDGET</u>	<u>CHANGE</u>	<u>NOTES</u>
51000 Liability Insurance	\$144,700.	\$139,100.	-3.87%	Lower due to Pollution, Crime
52100 Engineering Services	\$161,000.	\$161,000.	0.00%	Increased with outfall Inspection work
52200 Legal	\$71,000.	\$77,000.	8.45%	
52300 Accounting	\$25,000.	\$25,000.	0.00%	
52400 Training, Conf & Meetings	\$34,500.	\$43,500.	26.09%	Training, Prof. Development, CEU's, Education Reimb
52500 Board Meetings	\$27,250.	\$27,250.	0.00%	
53000 Business Services	\$138,000.	\$144,000.	4.35%	
53510 Permit Fees	\$24,000.	\$24,000.	0.00%	
53550 Nitrogen Credits Purchase	\$0.	\$0.		
54000 Office Supplies	\$16,000.	\$16,000.	0.00%	
54500 Miscellaneous	\$10,500.	\$14,000.	33.33%	
56000 Salaries	\$2,864,623.	\$2,954,692.	3.14%	Asst. Maint Mgr went from 1/2 Yr to Full Year. Without Asst. Mgr. increase is only 1.6%. Step Increases, Merits
56600 Overtime & Meal Allowances	\$110,075.	\$111,920.	1.68%	
56700 Shift Differential	\$43,206.	\$43,206.	0.00%	
57100 Worker's Compensation Insur.	\$70,000.	\$75,000.	7.14%	Increase due to Salary Adjustments, staffing
57200 Employee Health Insurance	\$607,811.	\$599,556.	-1.36%	Opt Outs increased and former Ops Mgr retired. Replaced with opt out. Also added new Maint Mgr. position. 3% increase in Cost for Plans., Added Clerk to Medical plan.
57400 Unemployment Compensation	\$8,000.	\$8,000.	0.00%	
58000 Retirement Benefits	\$474,767.	\$488,967.	2.99%	Budgeted 14% contribution same as FY18 increase due to salaries.
59000 Uniforms, Shoes, Physicals, EAP	\$35,520.	\$37,020.	4.22%	
61100 Operations Supplies	\$35,500.	\$35,500.	0.00%	
61150 Cleaning Supplies	\$16,000.	\$18,000.	12.50%	
61200 Chemicals	\$384,500.	\$380,000.	-1.17%	Less usage
61300 Electricity	\$1,872,000.	\$1,928,000.	2.99%	
61400 Fuel: Natural Gas & Fuel Oil	\$130,000.	\$126,000.	-3.08%	Less usage
61500 Potable Water	\$70,000.	\$65,000.	-7.14%	
61600 Gasoline & Diesel Fuel	\$7,500.	\$8,500.	13.33%	
61700 Disposal - Sludge, Grit, Rags	\$75,000.	\$65,000.	-13.33%	Decrease with annual sludge diversion under account 52140
61800 Ash Handling	\$0.	\$110,000.		Will need to budget each year with increase in sludge removal
62100 Plant Maintenance Supplies	\$148,000.	\$165,000.	11.49%	Increase Preventative Maint
62200 Lubricants	\$25,000.	\$35,000.	40.00%	Increase see other line items
62300 Plant Maintenance Services	\$140,000.	\$133,000.	-5.00%	Decreased here but increase in 62400 Increased, see other Maintenance items
62400 Building & Grounds	\$183,263.	\$200,000.	9.13%	
63100 Laboratory Supplies	\$26,000.	\$27,000.	3.85%	Increase in samples quantity, in-house certifications, new equipment
63200 Laboratory Services	\$32,000.	\$42,000.	31.25%	Increase in samples quantity, in-house certifications, new equipment
69000 Contingency	\$120,000.	\$120,000.	0.00%	
Total Ops Budget	\$8,130,715.	\$8,447,211.	3.89%	

<u>ACCOUNT</u>	<u>FY 18-19 BUDGET</u>	<u>FY 19-20 BUDGET</u>	<u>CHANGE</u>	<u>NOTES</u>
64000 Bonded Debt Payment	\$5,368,231.	\$5,286,529.	-1.52%	
Total Ops & Debt Budget	\$13,498,946.	\$13,733,740.	1.74%	
71000 Capital Gen & Plant	\$1,261,000.	\$1,584,000.	25.61%	Increased Capital Projects and CNR Reserve
71030 Capital Nitrogen	\$50,000.	\$50,000.	0.00%	
Total Ops & Cap Budgets	\$14,809,946.	\$15,367,740.	3.77%	
73000 Nitrogen Upgrade & CA/OPM	\$0.	\$0.		Project closed
84000 Legislative Payment Cromwell	\$100,000.	\$100,000.	0.00%	
91000 CREDITS TO TOWNS	\$0.	\$14,000.		
Total Budget	\$14,909,946.	\$15,481,740.	3.83%	
TOTAL Budget W/OUT Capital or Electricity	\$11,726,946.	\$11,919,740.	1.64%	\$192,794.

ASSESSMENTS SUMMARY - FY 2019-2020

	Assesment	Income Credits	Net Assess	Fund Adjust	Net Net Assmt
New Britain (less Farmington):	\$7,722,893.	\$1,598,924.	\$6,123,969.	(\$0.10)	6123968.91
Berlin:	\$2,395,812.	\$434,979.	\$1,960,833.	(\$0.10)	1960833.33
Cromwell:	\$1,134,234.	\$223,373.	\$910,861.	(\$0.10)	910861.53
Middletown:	\$2,987,084.	\$74,340.	\$2,912,744.	(\$0.10)	2912744.39
M.D.C.:	\$667,881.	\$0.	\$667,881.		667881.37
Farmington:	\$9,835.	\$0.	\$9,835.	(\$0.10)	9835.45
Subtotal:	\$14,917,740.	\$2,331,616.	\$12,586,124.		12586124.98
Interest Income	\$0.	\$60,000.	\$60,000.		60000.00
Septage	\$0.	\$175,000.	\$175,000.		175000.00
Sludge Management:	\$100,000.	\$750,000.	\$750,000.		750000.00
Reserve Fund Transfer for Ops Budget	\$400,000.		\$400,000.		400000.00
\$13 Res Fund Trans NB, B, C, Credit		\$1,460,616.	\$1,460,616.		1460615.59
Miscellaneous Income:	\$50,000.		\$50,000.		50000.00
Total Operations Budget:	\$15,467,740.	\$2,445,616.	\$15,481,740.		\$15,481,740.58
Total Ops & Nitrogen Cap Budget:	\$15,467,740.		\$15,481,740.		\$15,481,741.

PARTICIPANT

	FY 2018-2019	FY 2019-2020	CHANGE	
New Britain (less Farmington): Total:	\$5,841,083.	\$6,123,969.	4.84%	\$282,886.
Operations (net minus debt & Cap)	\$4,182,847.	\$4,320,814.	3.30%	\$137,967.
Debt	\$1,122,174.	\$1,135,020.	1.14%	\$12,846.
Capital Gen & Admin	\$536,062.	\$668,135.	24.64%	\$132,073.
Capital Nitrogen	\$0.	\$0.		\$0.
Berlin:	\$1,884,167.	\$1,960,833.	4.07%	\$76,666.
Operations (net minus debt & Cap)	\$1,206,138.	\$1,234,893.	2.38%	\$28,755.
Debt	\$489,937.	\$491,506.	0.32%	\$1,569.
Capital Gen & Admin	\$188,092.	\$234,433.	24.64%	\$46,341.
Capital Nitrogen	\$0.	\$0.		\$0.
Cromwell:	\$885,555.	\$910,862.	2.88%	\$25,307.
Operations (net minus debt & Cap)	\$482,452.	\$482,157.	-0.06%	(\$295.)
Debt	\$290,248.	\$288,045.	-0.76%	(\$2,203.)
Capital Gen & Admin	\$112,855.	\$140,660.	24.64%	\$27,805.
Capital Nitrogen	\$0.	\$0.		\$0.
Middletown:	\$2,832,985.	\$2,912,744.	2.82%	\$79,759.
Operations (net minus debt & Cap)	\$724,763.	\$728,359.	0.50%	\$3,596.
Debt	\$1,694,420.	\$1,668,632.	-1.52%	(\$25,788.)
Capital Gen & Admin	\$413,802.	\$515,753.	24.64%	\$101,951.
Capital Nitrogen	\$0.	\$0.		\$0.
MDC:	\$636,686.	\$667,881.	4.90%	\$31,195.
Operations (net minus debt & Cap)	\$330,036.	\$350,152.	6.10%	\$20,117.
Debt	\$246,461.	\$242,710.	-1.52%	(\$3,751.)
Capital Gen & Admin	\$60,189.	\$75,019.	24.64%	\$14,829.
Capital Nitrogen	\$0.	\$0.	#DIV/0!	\$0.
Farmington:	\$9,479.	\$9,835.	3.76%	\$356.
Sub Total				
Interest Income	\$20,000.	\$60,000.	200.00%	\$40,000.
Sludge Management:	\$975,000.	\$925,000.	-5.13%	(\$50,000.)
Reserve Fund Transfer for Ops Bud	\$225,000.	\$400,000.	77.78%	\$175,000.
\$13 Res Fund Trans NB, B, C Credit	\$1,524,991.	\$1,480,616.	-4.22%	(\$64,375.)
Miscellaneous Income:	\$75,000.	\$50,000.	-33.33%	(\$25,000.)
Total Budget:	\$14,909,946.	\$15,481,740.	3.83%	\$571,794.
Total Constituents'	\$11,443,790.	\$11,908,408.	4.06%	\$464,618.
Total Contractuals'	\$646,165.	\$677,716.	4.88%	\$31,551.

PARTICIPANT

	COST PER MILLION GALLONS	CHANGE
	FY 2018-2019	FY 2019-2020

New Britain (less Farmington):	1,674	1,370	-18.14%	
Berlin:	2,056	1,494	-27.30%	
Cromwell:	2,330	2,070	-11.15%	
Middletown:	5,195	5,017	-3.42%	
M.D.C.:	2,351	2,032	-13.56%	
Farmington:	2,061	2,138	3.76%	
Constituent Average	1,611	1,304	-19.03%	\$4,756,966.

	<u>Operations</u>		<u>Debt & Capital</u>	
	\$6,803,192		\$5,402,192	
New Britain (less Farmington):	62.01%	\$4,218,811	40.89%	\$2,208,931
Berlin:	17.65%	\$1,200,943	14.35%	\$775,063
Cromwell:	6.67%	\$453,697	8.61%	\$465,038
Middletown:	9.30%	\$632,367	31.56%	\$1,705,140
M.D.C.:	4.37%	\$297,375	4.59%	\$248,020



Town of Cromwell Office of the Town Manager

Nathaniel White Building
41 West St
Cromwell, CT 06416

Anthony J. Salvatore, Sr.
Town Manager

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

To: Mayor Enzo Faienza
Town Council Members

From: Anthony J. Salvatore
Town Manager

Date: April 18, 2019

Re: Town Clerk Salary

As a result of looking for specific information including salaries of several departments, it has come to my attention that there is significant difference between our Town Clerk (FY 2019/2020) \$82,494 and the Tax Collector (Revenue Collector) (FY 2019/2020) \$74,250 salaries.

Among the Town's that provided information, the salaries are comparable between the Tax Collector and the Town Clerk.

Therefore, I am proposing that effective November 11th, with the election of a new Town Clerk, that the salary for the Town Clerk be the same as the Tax Collector at \$74,250.

I am requesting that this proposal be placed on the April 24th Agenda for discussion and action.

DOC: 654
VOL: 1645 PG: 122

ASSIGNMENT

Pursuant to a contract entered into the 1st day of October, 2018, between SFPG LLC and Northwoods of Cromwell LLC, this assignment is to confirm that pursuant to said agreement, I authorized, and assigned to SFPG LLC the right to request from the Town of Cromwell, through the appropriate agency, to apply for the relocation of a portion of the conservation easement located on lot 20 and shown on a map prepared by Hallisey Pearson & Cassidy, certified January 25, 2018, titled "Property & Topographical Survey showing property to be transferred to and from Northwoods of Cromwell LLC, Property of SFPG LLC Parcel ID# 19-009, North Road, Rocky Hill, Connecticut," revised on September 21, 2018, which map is incorporated herein by reference.

Northwoods of Cromwell LLC

BY 

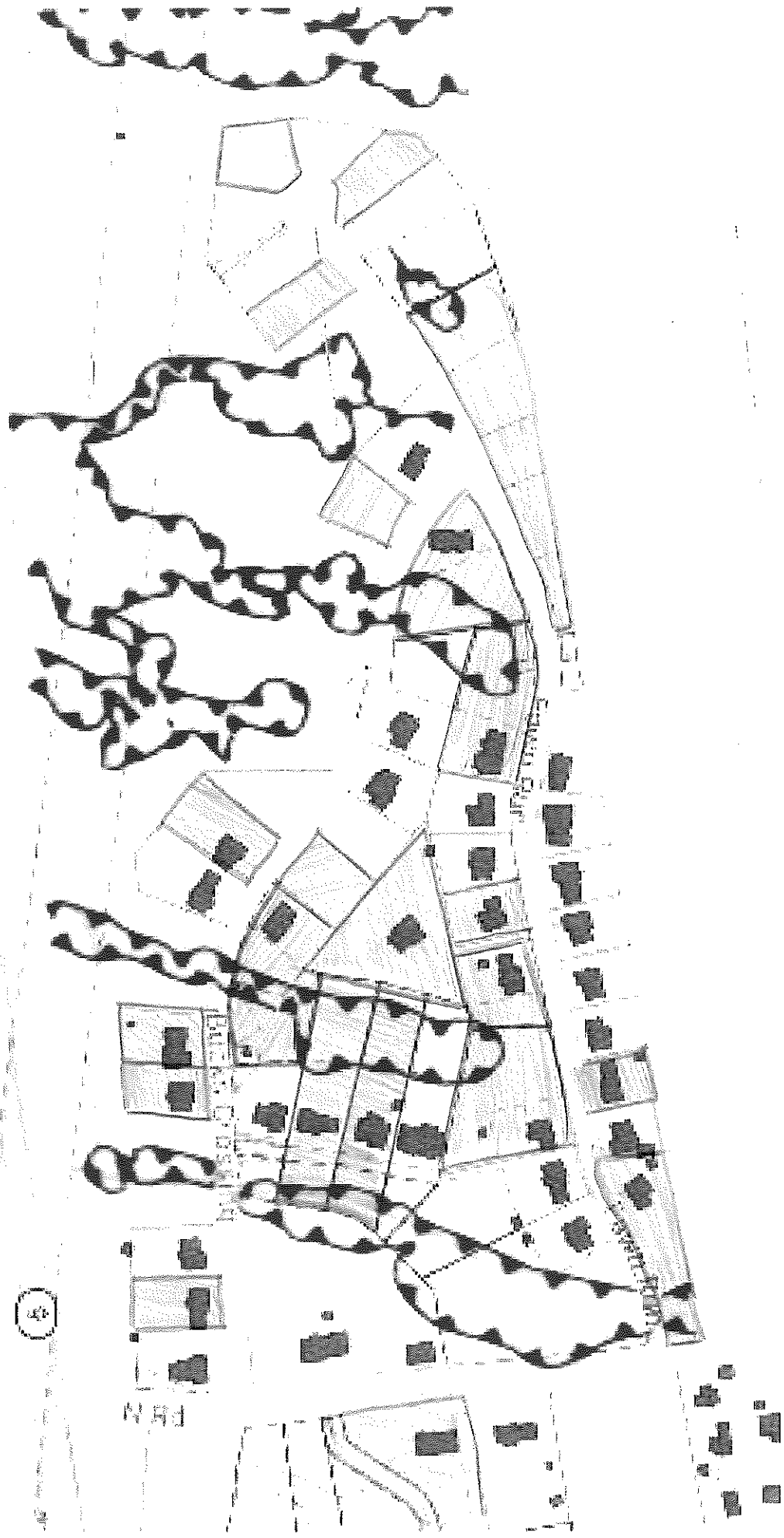
Norman Nadeau, authorized member

RECEIVED FOR RECORD
Apr 18, 2019 12:13P
JOAN AHLQUIST
TOWN CLERK
CROMWELL, CT

Number of residents by street location regarding Fawn Run

Fawn Run	17
Bucks Crossing	14
North Road	3
Ryan Court	2
Lancaster Road	2
Court Street	1
Grace Lane	1

137



138

139

Matus, Re

From: Jim Dayton [james.dayton@yahoo.com]
Sent: Wednesday, April 17, 2019 10:13 PM
To: Matus, Re; Salvatore, Anthony
Cc: Nicole Lee
Subject: Re: Fawn Run
Attachments: Northwoods Conservation Easement Lots.pdf

Mr Salvatore,

In a follow-up to my previous response from earlier this afternoon and in order to avoid further confusion, I have attached Schedule A, the geographical descriptions of the 16 lots within the Northwoods Subdivision that have a certain piece of their land that is bound/protected by the Northwoods Grant of Conservation Restriction and Easement. For reference, my wife and I live at 28 Fawn Run (Lot #21) - as stated Page 9 (Page 3 of the PDF) - as you can see, only 3,513 square of our lot is subject to this conservation easement.

Please forward the attached Schedule A to the Council members to supplement the Northwoods Grant of Conservation Restriction and Easement document that I sent earlier this morning.

As a side note, what is the Town's plan to help the Fawn Run taxpayers with respect to the spite fence constructed behind the nine residents abutting the Rocky Hill Town line?

Thanks

Jim Dayton

28 Fawn Run

On Wednesday, April 17, 2019, 3:46:26 PM EDT, Salvatore, Anthony <asalvatore@cromwellct.com> wrote:

Hello Mr. Dayton,

This is to confirm that the Conservation Declaration will be forwarded to the Town Council in their Package. However, upon receipt of your email this morning I read the Conservation Declaration and visited the Fawn Run area. As a result, it appears all or most of the properties along the Rocky Hill boarder are in violation of this Declaration. Consequently, I am obliged to inform the Council of this fact and wanted to make you aware in advance.

Anthony J. Salvatore

Town Manager

Town of Cromwell

From: Jim Dayton [<mailto:james.dayton@yahoo.com>]
Sent: Wednesday, April 17, 2019 6:53 AM
To: Matus, Re; Salvatore, Anthony
Cc: Nicole Lee
Subject: Fawn Run

Hi Re

Please ensure the Council members have a printed copy of the attached Northwoods Grant of Conservation Restriction and Easement in advance of the April 24th Town Council meeting. As noted at the March 4th meeting, my wife and I will be making a citizens comment in opposition to the applicant's proposal.

Respectfully,

Jim Dayton and Nicole Lee

28 Fawn Run

Cromwell CT 06416

NORTHWOODS ESTATES SUBDIVISION
GRANT OF CONSERVATION RESTRICTION AND EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that **NORTHWOODS OF CROMWELL, LLC**, a limited liability company organized and existing under the laws of the State of Connecticut, acting herein by Norman Nadeau, member, duly authorized ("Grantor") for consideration of One Dollar (\$1.00), does hereby give, grant, bargain, sell and confirm unto the **Town of Cromwell**, a municipal corporation located in the County of Middlesex and State of Connecticut, its successors and assigns forever (hereinafter the "Grantee"),

perpetual Conservation Restrictions and Easements within the terms of C.G.S. Section 47-42a, in, over, along and across land designated those

Certain pieces or parcels of land situated in the Town of Cromwell and designated as Conservation Easements (the "Property") as shown that certain map entitled: "Subdivision Plan Northwoods Estates for Property of Norman H. and Kenneth Nadeau 123 & 141 North Road, Cromwell, Connecticut" Date: December 14, 2007. Revised to April 6, 2009. Sheets 5 through 11 of 36. Scale 1"=40'. Prepared by Hallisey, Pearson and Cassidy" which map will be filed with the office of the Town Clerk in the Town of Cromwell, as Map No. YY-36 through YY-86. Said conservation easement areas are more particularly described on Schedule A attached hereto and made a part hereof, for the following purposes:

PURPOSES

1. To have the Property remain in its present natural and open condition in order for it to fulfill its present historic, scenic, vegetative, wildlife and/or hydrological functions.
2. To permit the Grantee or its designee, to vigorously enforce by proceeding in equity, pursuant to C.G.S. Section 47-42b and Section 47-42c, the covenants hereinafter set forth, including but not limited to the right to require the restoration of the Property to the condition at the time of this grant. Any costs incurred by the Grantee in enforcing the terms of this easement against any violator including without limitation, costs of any suit and attorney's fees, shall be borne by the violator and/or the owner of the Property or the portion thereof upon which said violation exists.
3. To enable the Grantee or its designee, to enter the Property at all reasonable times for the purpose of inspecting the Property to determine if there is compliance with the covenants and purposes of this grant.

COVENANTS AND PROHIBITIONS

And in furtherance of the foregoing affirmative rights, the Grantor, for itself, its successors and/or assigns, makes the following covenants, which covenants shall run with the land and be binding upon the owners of the Property in perpetuity:

1. No buildings, camping accommodations, or mobile homes shall be placed or erected upon the Property.
2. No signs, billboards or other such advertising materials or structures of any kind or nature will be placed or erected upon, below or above the Property.
3. The topography of the landscape of the Property shall be maintained in its present condition, and no topographic changes shall be made. Topographic changes shall include, without exclusion, cutting of trees (except as may be required by good tree husbandry and maintenance after receiving written approval of the Grantee), filling, excavating, dredging, mining or drilling, removal of topsoil, sand, gravel, rocks or minerals, alteration of natural or existing watercourses or drainage, or the construction and installation of roads, driveways, or utilities.
4. There shall be no use of pesticides, poisons, biocides or fertilizers, draining of wetlands, burning of marshlands or disturbance or changes in the natural habitat of the Property.
5. There shall be no manipulation or alteration of natural watercourses, lakeshores, marshes or other water bodies, nor shall any uses of or activities upon the Property be permitted which uses or activities could be detrimental to water purity or to any vegetative, wildlife or hydrological function.
6. There shall be no operation of vehicles, snowmobiles, dune buggies, motorcycles, mini-bikes, go-cars, all terrain vehicles, or any other type of motorized vehicle upon the Property.
7. There shall be no dumping or placing of trash, ashes, leaves (except for a limited number in a sightly manner), waste, rubbish, garbage or junk upon the Property. Any costs incurred by the Grantee in correcting a violation of this provision against any violator or property owner, including without limitation, costs of any suit and attorney's fees, shall be borne by the violator and/or the owner of the Property or the portion thereof upon which said violation exists.
8. There shall be no storage or placement of any equipment, natural or man-made materials or substances upon the Property.
9. There shall be no construction and /or installation of roads or driveways.
10. The Grantor agrees to provide a copy of this Conservation Easement Agreement, fully executed, to any person or entity which holds a possessory interest in the subject property while Grantor owns the subject property, and to any person or entity to whom Grantor sells, assigns or otherwise conveys the subject property. Failure of said Grantor to provide such a copy shall not constitute any waiver of Grantee's rights herein.

The Grantee, or its successors or assigns, does not waive or forfeit the right to take action as may be necessary or required in order to insure compliance with said covenants and/or the purposes of this grant by any prior failure to act.

EXCEPTIONS

1. The Grantor or its successors and assigns and the Grantee, (except as otherwise provided below), may enter upon the Property to conduct the following activities after written application and approval from the Inland Wetlands and Watercourses Agency of the Town of Cromwell or its successor:
 - a. Removal of debris, dead trees, or brush for the purpose of promoting safety and aesthetic quality;
 - b. Pruning and thinning of live trees and brush for the purpose of promoting safety and aesthetic quality;
 - c. Planting of trees, shrubs, or other vegetation for the purpose of enhancing wildlife or aesthetic quality;
 - d. Grading and landscaping at the direction and approval of the Town Engineer;
 - e. Install new utilities and the right to convey easements for such utilities;
 - f. Maintain, repair and replace utilities.

The Grantor, its successors and assigns, before commencement of any site work on the Property, shall mark the boundaries of the Property with wooden stakes. Such stakes shall be located at the endpoints of the boundary and at each change of boundary direction. The endpoints of the boundary shall be permanently marked with iron pins.

Prior to the issuance of a certificate of occupancy by the Town of Cromwell for any building in this subdivision markers will be erected along the boundary of the conservation easement areas in those places designated on the plans and maps previously referenced herein. It will be the responsibility of the owners of said lots to maintain the markers.

2. The Grantor hereby grants the Town of Cromwell, or its designated employees or agents the right to enter upon the Property to install, maintain, repair and replace utilities in such other areas within such portions of the "CONSERVATION EASEMENT AREAS" as may be necessary to provide adequate utilities to the Property as long as it owns any of the lots.

LIMITATION ON RIGHT TO AMEND

If circumstances arise under which an amendment to or modification of this easement would be appropriate, the Grantor, its successors and assigns, until the subdivision is

completed and thereafter, may amend this easement, provided that no amendment shall be allowed that will affect the qualification of this easement or the status of the Grantee under any applicable laws including Section 47-42a through 47-42c of the Connecticut General Statutes, Revision of 1958, as amended, or Section 170(h) of the Internal Revenue Code of 1954, as amended; and any amendment shall be consistent with the purpose of this easement and shall not affect its perpetual duration. Any such amendment shall require approval from the Town of Cromwell and shall then be recorded in the land records of the Town of Cromwell, Connecticut.

The grant of this easement does in no way grant to the public the right to enter upon said Property for any purpose whatsoever.

The Grantee agrees, by acceptance hereof, to release automatically, such conservation easements as though this instrument had never been executed by the Grantor, should, at any time, said premises be condemned by some government authority.

The Grantor reserves the right to make use of the property for any and all purposes which are in keeping with the stated intent of this conservation easement and which in no way endanger the maintenance and conservation of the above described premises in their natural state.

Invalidation of any of these covenants, conditions, restrictions and charges by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

CONDITION PRECEDENT

Prior to the covenants and prohibitions herein taking effect, the Grantor, its successors or assigns, retain the right to complete all necessary improvements within the conservation easement areas required by the Cromwell Inland Wetlands and Watercourses Agency Wetlands Permit or the Cromwell Planning & Zoning Special Permit for a Conservation Subdivision or Subdivision on the plans, maps and notes thereon, previously referenced herein.

HABENDUM

TO HAVE AND TO HOLD the above granted right, privilege, authority unto the said Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand this 25th day of June, 2012.

Signed, sealed and delivered
In the presence of:

GRANTOR:
Northwoods of Cromwell, LLC

Salvatore J. Petrosi
Salvatore J. Petrosi


By: Norman Nadeau, Member
Duly Authorized

Kayla M. Donovan
Kayla M. Donovan

[illegible]

Personally appeared Northwoods of Cromwell, LLC, acting herein by Norman Nadeau, Member, Duly Authorized, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained, as his free act and deed and that of the limited liability company.

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


Commissioner of the Superior Court
Notary Public
My Commission Expires _____

Grantee's Mailing Address:
41 West Street Cromwell, CT 06416

LOT #17

A certain piece or parcel of land designated as "LOT #17 CONS. EASEMENT" situated on the northerly side of Fawn Run in the Town of Cromwell, Middlesex County, State of Connecticut as shown or depicted on a map entitled "Subdivision Plan Northwoods Estates for property of Norman H. & Kenneth Nadeau #123 & #141 North Road, Cromwell, Connecticut" Date: December 14, 2007, Revised to April 6, 2009. Sheet 9 of 36, Scale: 1"=40', Prepared by Hallisey, Pearson & Cassidy, Civil Engineers & Land Surveyors, 35 Cold Spring Road, Southway Executive Park, Unit #511, Rocky Hill, Connecticut." Said premises being more particularly bounded and described as follows;

Beginning at a point on the northerly street line of Fawn Run, said point being the southwesterly corner of premises herein described;

Thence, running N 25°15'15"W, a distance of two hundred thirty eight and 11/100 (238.11') feet to a point on the northerly line of Lot #17;

Thence, running N 70°00'33"E, along the northerly line of Lot #17, a distance of one hundred twenty-six and 72/100 (126.72') feet to a point at the northeasterly corner of Lot #17;

Thence, running S 28°32'48"E, along the easterly line of Lot #17, a distance of one hundred ninety seven and 47/100 (197.47') feet to a point on the northerly street line of Fawn Run;

Thence, running S 52°37'28"W, along the northerly street line of Fawn Run, a distance of one hundred forty and 68/100 (140.68') feet to the point and place of beginning;

The above described premises containing 28,750 sq. ft. or 0.6600 acre.

LOT #18

A certain piece or parcel of land designated as "Lot #18 Cons. Easement" situated on the northerly side of Fawn Run in the Town of Cromwell, Middlesex County, State of Connecticut as shown or depicted on a map entitled "Subdivision Plan Northwoods Estates for property of Norman H. & Kenneth Nadeau #123 & #141 North Road, Cromwell, Connecticut" Date: December 14, 2007, Revised to April 6, 2009. Sheet 9 of 36, Scale: 1"=40', Prepared by Hallisey, Pearson & Cassidy, Civil Engineers & Land Surveyors, 35 Cold Spring Road, Southway Executive Park, Unit #511, Rocky Hill, Connecticut." Said premises being more particularly bounded and described as follows;

Beginning at a point on the northerly street line of Fawn Run, said point being the easterly corner of premises herein described;

Thence, running N 32°02'05"E, a distance of one hundred sixty three and 46/100 (163.46') feet to a point on the northerly line of Lot #18, said point being on the Rocky Hill-Cromwell Town line;

Thence, running S 70°00'33"W, along the northerly line of Lot #18, a distance of one hundred thirty and 55/100 (130.55') feet to a point at the northwesterly corner of Lot #18;

Thence, running S 28°32'48"E, along the westerly line of Lot #18, a distance of one hundred ninety-seven and 47/100 (197.47') feet to a point on the northerly street line of Fawn Run;

Thence, running N 52°37'28"E, along the northerly street line of Fawn Run, a distance of fifty-five and 33/100 (55.33') feet to a point;

Thence, running easterly along a curve to the left along the northerly street line of Fawn Run, having a radius of 525.00' and a Delta of 9°14'22", an arc length of 84.66' to the point and place of beginning;

The above described premises containing 23,872 sq. ft. or .5480 acres.

LOT # 20

DOC: 2744
VOL: 1433 PG: 264

A certain piece or parcel of land designated as "Lot #20 Cons. Easement" situated on the northerly side of Fawn Run in the town of Cromwell, Middlesex County, State of Connecticut as shown or depicted on a map entitled "Subdivision Plan Northwoods Estates for property of Norman H. & Kenneth Nadeau #123 & #141 North Road, Cromwell, Connecticut" Date: December 14, 2007, Revised to April 6, 2009. Sheet 7 of 35 (sic), Scale: 1"=40', Prepared by Hallisey, Pearson & Cassidy, Civil Engineers & Land Surveyors, 35 Cold Spring Road, Southway Executive Park, Unit #511, Rocky Hill, Connecticut." Said premises being more particularly bounded and described as follows;

Beginning at a point on the northerly street line of Fawn Run, said point being the southwesterly corner of premises herein described;

Thence, running N 23°07'10"W, a distance of fifty one and 21/100 (51.21') feet to a point on the northerly line of Lot #20;

Thence, running N 79°06'41"E, along the northerly line of Lot #20 a distance of one hundred sixty four and 33/100 (164.33') feet to a point at the northeasterly corner of Lot #20;

Thence, running S 09°55'34"E, a distance of twenty six and 12/100 (26.12') feet to a point on the northerly street line of Fawn Run;

Thence, running westerly along a curve to the left along the northerly street line of Fawn Run, having a radius of 425.00' and a Delta of 15°48'11", an arc length of 117.22' to a point;

Thence, running S 64°16'14"W, along the northerly street line of Fawn Run, a distance of thirty eight and 33/100 (38.33') feet to the point and place of beginning.

The above described premises containing 5,484 sq. ft. or 0.1259 acres.

LOT #21

A certain piece or parcel of land designated as "Lot #21 Cons. Easement" situated on the northerly side of Fawn Run in the Town of Cromwell, Middlesex County, State of Connecticut as shown or depicted on a map entitled "Subdivision Plan Northwoods Estates for property of Norman H. & Kenneth Nadeau #123 & #141 North Road, Cromwell, Connecticut" Date: December 14, 2007, Revised to April 6, 2009. Sheet 7 of 35(sic), Scale: 1"=40', Prepared by Hallisey, Pearson & Cassidy, Civil Engineers & Land Surveyors, 35 Cold Spring Road, Southway Executive Park, Unit #511, Rocky Hill, Connecticut." Said premises being more particularly bounded and described as follows;

Beginning at a point on the northerly street line of Fawn Run, said point being the southwesterly corner of Lot #21;

Thence, running N 09°55'34"W, along the westerly line of Lot #21, a distance of twenty six and 12/100 (26.12') feet to a point at the northwesterly corner of Lot #21, said point being on the Rocky Hill-Cromwell town line;

Thence, running N 79°06'41"E, along the northerly line of Lot #21, a distance of one hundred fifteen and 62/100 (115.62') feet to a point;

Thence, running S 04°23'16"W, a distance of forty two and 58/100 (42.58') feet to a point on the northerly street line of Fawn Run;

Thence, running westerly along a curve to the left along the northerly street line of Fawn Run, having a radius of 425.00' and a Delta of 14°18'50", an arc length of 106.18' to the point and place of beginning.

The above described parcel containing 3,513 sq. ft. or 0.0806 acres.

LOT #30

DOC: 2744
VOL: 1433 PG: 266

A certain piece or parcel of land designated as "Lot #30 Cons. Easement" situated on the southerly side of Fawn Run in the Town of Cromwell, Middlesex County, State of Connecticut as shown or depicted on a map entitled "Subdivision Plan Northwoods Estates for property of Norman H. & Kenneth Nadeau #123 & #141 North Road, Cromwell, Connecticut" Date: December 14, 2007, Revised to April 6, 2009. Sheet 5 of 36, Scale: 1"=40', Prepared by Hallisey, Pearson & Cassidy, Civil Engineers & Land Surveyors, 35 Cold Spring Road, Southway Executive Park, Unit #511, Rocky Hill, Connecticut." Said premises being more particularly bounded and described as follows;

Beginning at a point on the southerly street line of Fawn Run, said point being located 98.12' northeasterly, as measured along the southerly street line of Fawn Run, from the northwesterly corner of Lot #30;

Thence, running easterly along the southerly street line of Fawn Run, along a curve to the right having a radius of 375.00' and a Delta of 26°21'55", an arc length of 172.56' to a point;

Thence, running N 83°40'15"W, a distance of twenty five and 00/100 (25.00') feet to a point;

Thence, running southeasterly along a curve to the right having a radius of 25.00' and a central angle of 90°00'00", an arc length of 39.27' to a point on the westerly street line of North Road;

Thence, running S 79°07'29"E, along the westerly street line of North Road, a distance of two hundred eighty three and 16/100 (283.16') feet to an iron pin at the northeasterly corner of land now or formerly of Louis Schappert, et al;

Thence, running S 79°07'29"W, a distance of one hundred forty eight and 60/100 (148.60') feet to an iron pin;

Thence, running S 42°55'43"W, a distance of thirty four and 26/100 (34.26') feet to a point at the southwesterly corner of Lot #30;

The last two courses being along the northerly line of land now or formerly of Louis Schappert, et al;

Thence, running N 26°59'36"W, along the westerly line of Lot #30, a distance of two hundred nineteen and 27/100 (219.27') feet to a point ;

Thence, running N 57°22'19" E, a distance of one hundred twelve and 91/100 (112.91') feet to a point;

Thence, running N 32°41'40"W, a distance of one hundred forty nine and 23/100 (149.23') feet to a point on the southerly street line of Fawn Run at the point and place of beginning.

The above described premises containing 79,947 sq. ft. or 1.8353 acres.

LOT #31

A certain piece or parcel of land designated as "Lot #31 Cons. Easement" situated on the southerly side of Fawn Run in the Town of Cromwell, Middlesex County, State of Connecticut as shown or depicted on a map entitled "Subdivision Plan Northwoods Estates for property of Norman H. & Kenneth Nadeau #123 & #141 North Road, Cromwell, Connecticut" Date: December 14, 2007, Revised to April 6, 2009. Sheet 5 of 36, Scale: 1"=40', Prepared by Hallisey, Pearson & Cassidy, Civil Engineers & Land Surveyors, 35 Cold Spring Road, Southway Executive Park, Unit #511, Rocky Hill, Connecticut." Said premises being more particularly bounded and described as follows;

Beginning at a point on the easterly line of Lot #31, said point being located S 26°59'36"E, a distance of 150.00' from the northeasterly corner of Lot #31;

Thence, running S 26°59'36"E, a distance of two hundred nineteen and 27/100 (219.27') feet to a point;

Thence, running S 42°55'43"W, along land now or formerly of Louis Schappert, et al, a distance of one hundred one and 00/100 (101.00') feet to a point

Thence, running N 47°04'17"W, a distance of one hundred fifty three and 31/100 (153.31') feet to a point;

Thence, running N 78°33'32"W, a distance of seventeen and 56/100 (17.56') feet to a point;

The last two courses being along the northerly line of Lot #48;

Thence, running N 12°43'15"W, a distance of one hundred seventeen and 98/100 (117.98') to a point;

Thence, running N 69°36'47"E, a distance of one hundred thirty three and 04/100 (133.04') feet to the point and place of beginning.

The above described parcel containing 33,251 sq. ft. or 0.7633 acres.

LOT #32

A certain piece or parcel of land designated as "Lot #32 Cons. Easement" situated on the southerly side of Fawn Run in the Town of Cromwell, Middlesex County, State of Connecticut as shown or depicted on a map entitled "Subdivision Plan Northwoods Estates for property of Norman H. & Kenneth Nadeau #123 & #141 North Road, Cromwell, Connecticut" Date: December 14, 2007, Revised to April 6, 2009. Sheet 5 of 36, Scale: 1"=40', Prepared by Hallisey, Pearson & Cassidy, Civil Engineers & Land Surveyors, 35 Cold Spring Road, Southway Executive Park, Unit #511, Rocky Hill, Connecticut." Said premises being more particularly bounded and described as follows;

Beginning at a point on the southerly street line of Fawn Run, said point being located N 77°16'45"E, a distance of 138.48' from the northwesterly corner of Lot #32;

Thence, running S 12°43'15"E, a distance of one hundred fifty and 00/100 (150.00') feet to a point;

Thence, running N 77°16'45"E, a distance of one hundred and 00/100 (100.00') feet to a point on the easterly lot line of Lot #32;

Thence, running S 12°43'15"E, a distance of one hundred seventeen and 98/100 (117.98') feet to a point at the southeasterly corner of Lot #32;

Thence, running N 78°33'32"W, along the southerly line of Lot #32, a distance of two hundred eighty eight and 24/100 (288.24') feet to a point at the southwesterly corner of Lot #32;

Thence, running N 03°26'33"W, along the westerly line of Lot #32, a distance of one hundred fifty one and 99/100 (151.99') feet to the point and place of beginning.

Thence, running N 77°16'45"E, a distance of one hundred thirty eight and 48/100 (138.48') feet to the point and place of beginning.

The above described parcel containing 38,123 sq. ft. or 0.8752 acres.

LOT #33

A certain piece or parcel of land designated as "Lot #33 Cons. Easement" situated on the southerly side of Fawn Run in the Town of Cromwell, Middlesex County, State of Connecticut as shown or depicted on a map entitled "Subdivision Plan Northwoods Estates for property of Norman H. & Kenneth Nadeau #123 & #141 North Road, Cromwell, Connecticut" Date: December 14, 2007, Revised to April 6, 2009. Sheet 7 of 35 (sic), Scale: 1"=40', Prepared by Hallisey, Pearson & Cassidy, Civil Engineers & Land Surveyors, 35 Cold Spring Road, Southway Executive Park, Unit #511, Rocky Hill, Connecticut." Said premises being more particularly bounded and described as follows;

Beginning at a point on the southerly street line of Fawn Run, said point being the northeasterly corner of Lot #33;

Thence, running S 03°26'33"E, a distance of one hundred fifty one and 99/100 (151.99') feet to a point at the southeasterly corner of Lot #33;

Thence, running S 77°16'45"W, along the southerly line of Lot #33, a distance of forty four and 90/100 (44.90') feet to a point at the northwesterly corner of Lot #48;

Thence, running N 12°43'15"W, a distance of one hundred fifty and 00/100 (150.00') feet to a point on the southerly line of Fawn Run;

Thence, running N 77°16'45"E, along the southerly street line of Fawn Run, a distance of sixty nine and 40/100 (69.40') feet to the point and place of beginning.

The above described parcel containing 8,572 sq. ft. or 0.1968 acres.

LOT #38

A certain piece or parcel of land designated as "Lot #38 Cons. Easement" situated on the southerly side of Fawn Run in the Town of Cromwell, Middlesex County, State of Connecticut as shown or depicted on a map entitled "Subdivision Plan Northwoods Estates for property of Norman H. & Kenneth Nadeau #123 & #141 North Road, Cromwell, Connecticut" Date: December 14, 2007, Revised to April 6, 2009. Sheet 7 of 35(sic), Scale: 1"=40', Prepared by Hallisey, Pearson & Cassidy, Civil Engineers & Land Surveyors, 35 Cold Spring Road, Southway Executive Park, Unit #511, Rocky Hill, Connecticut." Said premises being more particularly bounded and described as follows;

Beginning at a point on the southerly street line of Fawn Run, said point being the northwesterly corner of Lot #38;

Thence, running easterly along the southerly line of Fawn Run along a curve to the right having a radius of 375.00' and a central angle of 29°51'21", a length of 195.41' to a point;

Thence, running S 76°04'44"E, along the southerly street line of Fawn Run, a distance of twenty and 42/100 (20.42') feet to a point;

Thence, running S 15°27'41"W, a distance of one hundred forty seven and 82/100 (147.82') feet to a point at the southerly line of Lot #38;

Thence, running N 75°17'35"W, along the southerly line of Lot #38, a distance of one hundred sixty one and 96/100 (161.96') feet to a point at the southwesterly corner of Lot #38;

Thence, running N 09°20'49"W, along the westerly line of Lot #38, a distance of one hundred four and 25/100 (104.25') feet to the point and place of beginning.

The above described parcel containing 25,055 sq. ft. or 0.5752 acres.

LOT #39

A certain piece or parcel of land designated as "Lot #39 Cons. Easement" situated on the southerly side of Fawn Run in the Town of Cromwell, Middlesex County, State of Connecticut as shown or depicted on a map entitled "Subdivision Plan Northwoods Estates for property of Norman H. & Kenneth Nadeau #123 & #141 North Road, Cromwell, Connecticut" Date: December 14, 2007, Revised to April 6, 2009. Sheet 7 of 35(sic), Scale: 1"=40', Prepared by Hallisey, Pearson & Cassidy, Civil Engineers & Land Surveyors, 35 Cold Spring Road, Southway Executive Park, Unit #511, Rocky Hill, Connecticut." Said premises being more particularly bounded and described as follows;

Beginning at a point on the southerly street line of Fawn Run, said point being the northeasterly corner of Lot #39;

Thence, running S 09°20'49"E, along the easterly line of Lot #39, a distance of two hundred sixty six and 61/100 (266.61') feet to a point on the northerly street line of Bucks Crossing, said point also being the southeasterly corner of Lot #39;

Thence, running N 84°44'08"W, along the northerly street line of Bucks Crossing, a distance of fifty three and 46/100 (53.46') feet to a point;

Thence, running westerly along the northerly street line of Bucks Crossing, along a curve to the right having a radius of 375.00' and a central angle of 07°05'53", a length of 46.46' to a point at the southwesterly corner of premises herein described;

Thence, running N 25°43'46"W, a distance of two hundred seven and 40/100 (207.40') feet to a point along the southerly street line of Fawn Run;

Thence, running N 64°16'14"E, a distance of ninety five and 47/100 (95.47') feet to a point;

Thence, running easterly along a curve to the right having a radius of 375.00', a central angle of 09°47'41", and an arc length of 64.11' feet, to the point and place of beginning.

The last two courses being along the southerly street line of Fawn Run.

The above described premises containing 29,710 sq. ft. or 0.6820 acres.

LOT #40

A certain piece or parcel of land designated as "Lot #40 Cons. Easement" situated on the northerly side of Bucks Crossing in the Town of Cromwell, Middlesex County, State of Connecticut as shown or depicted on a map entitled "Subdivision Plan Northwoods Estates for property of Norman H. & Kenneth Nadeau #123 & #141 North Road, Cromwell, Connecticut" Date: December 14, 2007, Revised to April 6, 2009, Sheet 7 of 35(sic), Scale: 1"=40', Prepared by Hallisey, Pearson & Cassidy, Civil Engineers & Land Surveyors, 35 Cold Spring Road, Southway Executive Park, Unit #511, Rocky Hill, Connecticut." Said premises being more particularly bounded and described as follows;

Beginning at a point on the northerly street line of Bucks Crossing, said point being the southwesterly corner of Lot #40;

Thence, running N 09°20'49"W, along the westerly line of Lot #40, a distance of one hundred sixty two and 36/100 (162.36') feet to a point at the northwesterly corner of Lot #40;

Thence, running S 75°17'35"E, along the northerly line of Lot #40, a distance of one hundred sixty one and 96/100 (161.96') feet to a point at the northeasterly corner of the parcel herein described;

Thence, running S 15°27'41"W, a distance of one hundred thirty four and 63/100 (134.63') feet to a point along the northerly street line of Bucks Crossing;

Thence, running westerly along a curve to the left having a radius of 525.00' and a central angle of 04°57'44", an arc length of 45.47' feet to a point;

Thence, running N 84°44'08"W, a distance of forty nine and 57/100 (49.57') feet to the point and place of beginning.

The last two courses being along the northerly street line of Bucks Crossing.

The above described parcel containing 18,259 sq. ft. or 0.4192 acres.

LOT #44

A certain piece or parcel of land designated as "Lot #44 Cons. Easement" situated on the northerly side of Bucks Crossing in the Town of Cromwell, Middlesex County, State of Connecticut as shown or depicted on a map entitled "Subdivision Plan Northwoods Estates for property of Norman H. & Kenneth Nadeau #123 & #141 North Road, Cromwell, Connecticut" Date: December 14, 2007, Revised to April 6, 2009. Sheet 7 of 35(sic), Scale: 1"=40', Prepared by Hallisey, Pearson & Cassidy, Civil Engineers & Land Surveyors, 35 Cold Spring Road, Southway Executive Park, Unit #511, Rocky Hill, Connecticut." Said premises being more particularly described as follows:

Beginning at a point on the northerly street line of Bucks Crossing, said point being the southwesterly corner of parcel herein described;

Thence, running N 38°39'38"E, a distance of one hundred thirty six and 97/100 (136.97') feet to a point along the northerly line of Lot #44;

Thence, running S 51°20'22"E, along the northerly line of Lot #44, a distance of sixty-nine and 80/100 (69.80') feet to a point;

Thence running S 18°23'10"W, a distance of one hundred two and 80/100 (102.80') feet to a point on the northerly street line of Bucks Crossing and the southeasterly corner of Lot #44;

Thence, running westerly along the northerly street line of Bucks Crossing, along a curve to the right having a radius of 450.00' and a central angle of 14°25'10", an arc length of 113.25' to the point and place of beginning;

The above described parcel containing 10,854 sq. ft. or 0.2492 acres.

LOT #45-WESTERLY CONSERVATION EASEMENT

A certain piece or parcel of land designated as "Lot #45 Cons. Easement" situated on the northerly side of Bucks Crossing in the Town of Cromwell, Middlesex County, State of Connecticut as shown or depicted on a map entitled "Subdivision Plan Northwoods Estates for property of Norman H. & Kenneth Nadeau #123 & #141 North Road, Cromwell, Connecticut" Date: December 14, 2007, Revised to April 6, 2009. Sheets 6 & 7 of 36, Scale: 1"=40', Prepared by Hallisey, Pearson & Cassidy, Civil Engineers & Land Surveyors, 35 Cold Spring Road, Southway Executive Park, Unit #511, Rocky Hill, Connecticut." Said premises being more particularly bounded and described as follows;

Beginning at a point on the northerly street line of Bucks Crossing, said point being the southwesterly corner of Lot #45 and parcel herein described;

Thence, running N 18°23'10"E, along the westerly line of Lot #45, a distance of one hundred two and 80/100 (102.80') feet to a point;

Thence, running N 51°20'22"W, along the northerly line of Lot #44, a distance of sixty nine and 80/100 (69.80') feet to a point;

Thence, running N 16°21'09"E, along the westerly line of Lot #45, a distance of thirty four and 52/100 (34.52') feet to a point at the northwesterly corner of Lot #45;

Thence, running S 78°33'32"E, along the northerly line of Lot #45, a distance of one hundred seventy and 95/100 (170.95') feet to a point at the northeasterly corner of premises herein described;

Thence, running S 03°55'43"E, a distance of eighty eight and 41/100 (88.41') feet to a point;

Thence, running S 86°04'17"W, a distance of thirty five and 74/100 (35.74') feet to a point;

Thence, running S 03°55'43"E, a distance of fifty five and 00/100 (55.00') feet to a point on the northerly street line of Bucks Crossing;

Thence, running S 86°04'17"W, a distance of seventeen and 19/100 (17.19') feet to a point;

Thence, running westerly along the northerly street line of Bucks Crossing, along a curve to the right having a radius of 450.00' and a central angle of 14°20'54", an arc length of 112.69' to the point and place of beginning;

The last two courses being along the northerly street line of Bucks Crossing.

The above described parcel containing 22,547 sq. ft. or 0.5176 acres.

LOT #45-EASTERLY CONSERVATION EASEMENT

Beginning at a point on the northerly street line of Bucks Crossing, said point being the southwesterly corner of premises herein described, as shown on sheet 6 of the above referenced map;

Thence, running N 03°55'43"W, a distance of twenty four and 03/100 (24.03') feet to a point on the northerly line of Lot #45;

Thence, running N 11°26'28"E, a distance of sixty eight and 88/100 (68.88') feet to a point;

Thence, running N 78°33'32"E, along the northerly line of Lot #45, a distance of eighty one and 18/100 (81.18') feet to a point at the northeasterly corner of Lot #45;

Thence, running S 16°13'12"W, along the easterly line of Lot #45, a distance of seventy three and 42/100 (73.42') feet to a point on the northerly line of Bucks Crossing;

Thence, running S 86°04'17"W, along the northerly street line of Bucks Crossing, a distance of seventy one and 45/100 (71.45') feet to the point and place of beginning.

The above described premises containing 6,411 sq. ft. or 0.1472 acre.

LOT #46-WESTERLY CONS. ESMT.

A certain piece or parcel of land designated as "Lot #46 Cons. Easement" situated on the northerly side of Bucks Crossing in the Town of Cromwell, Middlesex County, State of Connecticut as shown or depicted on a map entitled "Subdivision Plan Northwoods Estates for property of Norman H. & Kenneth Nadeau #123 & #141 North Road, Cromwell, Connecticut" Date: December 14, 2007, Revised to April 6, 2009. Sheet 7 of 35(sic), Scale: 1"=40', Prepared by Hallisey, Pearson & Cassidy, Civil Engineers & Land Surveyors, 35 Cold Spring Road, Southway Executive Park, Unit #511, Rocky Hill, Connecticut." Said premises being more particularly bounded and described as follows;

Beginning at a point at the southwesterly corner of Lot #46 as shown on said map;

Thence, running N 16°21'09"E, along the westerly line of Lot #46, a distance of one hundred three and 61/100 (103.61') feet to a point at the northwesterly corner of Lot #46;

Thence, running S 78°33'32"E, along the northerly line of Lot #46, a distance of one hundred sixty two and 36/100 (162.36') feet to a point;

Thence, running S 11°26'28"W, a distance of one hundred and 00/100 (100.00') feet to a point along the southerly line of Lot #46;

Thence, running N 78°33'32"W, along the southerly line of Lot #46, a distance of one hundred seventy and 95/100 (170.95') feet to the point and place of beginning;

The above described parcel containing 16,666 sq. ft. or 0.3826 acres.

LOT #46-EASTERLY CONSERVATION EASEMENT

Beginning at a point at the southeasterly corner of Lot #46 as shown on sheet 6 of 36 of the above referenced map;

Thence, running N 78°33'32"W, a distance of eighty one and 18/100 (81.18') feet to a point;

Thence, running N 11°26'28"E, a distance of one hundred and 00/100 (100.00') feet to a point;

Thence, running S 78°33'32"E, along the northerly line of Lot #46, a distance of eighty nine and 54/100 (89.54') feet to a point at the northeasterly corner of Lot #46;

Thence, running S 16°13'12"W, along the easterly line of Lot #46, a distance of one hundred and 35/100 (100.35') feet the point and place of beginning;

The above described parcel containing 8,536 sq. ft. or 0.1960 acres.

LOT #47-WESTERLY CONS. ESMT.

A certain piece or parcel of land designated as "Lot #47 Cons. Easement" situated on the northerly side of Bucks Crossing in the Town of Cromwell, Middlesex County, State of Connecticut as shown or depicted on a map entitled "Subdivision Plan Northwoods Estates for property of Norman H. & Kenneth Nadeau #123 & #141 North Road, Cromwell, Connecticut" Date: December 14, 2007, Revised to April 6, 2009. Sheet 7 of 35(sic), Scale: 1"=40', Prepared by Hallisey, Pearson & Cassidy, Civil Engineers & Land Surveyors, 35 Cold Spring Road, Southway Executive Park, Unit #511, Rocky Hill, Connecticut." Said premises being more particularly bounded and described as follows;

Beginning at a point at the southwesterly corner of Lot #47 as shown on said map;

Thence, running N 16°21'09"E, along the westerly line of Lot #47, a distance of one hundred and 37/100 (100.37') feet to a point at the northwesterly corner of Lot #47;

Thence, running S 78°33'32"E, along the northerly line of Lot #47, a distance of one hundred fifty three and 77/100 (153.77') feet to a point;

Thence, running S 11°26'28"W, a distance of one hundred and 00/100 (100.00') feet to a point along the southerly line of Lot #47;

Thence, running N 78°33'32"W, along the southerly line of Lot #47, a distance of one hundred sixty two and 36/100 (162.36') feet to the point and place of beginning;

The above described parcel containing 15,806 sq. ft. or 0.3629 acres.

LOT #47-EASTERLY CONSERVATION EASEMENT

Beginning at a point at the southeasterly corner of Lot #47 as shown on sheet 6 of the above referenced map;

Thence, running N 78°33'32"W, a distance of eighty nine and 54/100 (89.54') feet to a point;

Thence, running N 11°26'28"E, a distance of one hundred and 00/100 (100.00') feet to a point;

Thence, running S 78°33'32"E, along the northerly line of Lot #47, a distance of one hundred eighteen and 54/100 (118.54') feet to a point at the northeasterly corner of Lot #47;

Thence, running S 42°55'43" W, a distance of forty five and 75/100 (45.75') feet to an iron pin;

DOC: 2744
VOL: 1433 PG: 278

Thence, running S 16°13'12"W, along the easterly line of Lot #47, a distance of sixty one and 20/100 (61.20') feet the point and place of beginning;

The above described parcel containing 9,775 sq. ft. or 0.2244 acres.

LOT #48-WESTERLY CONSERVATION EASEMENT

A certain piece or parcel of land designated as "Lot #48 Cons. Easement" situated on the northerly side of Bucks Crossing in the Town of Cromwell, Middlesex County, State of Connecticut as shown or depicted on a map entitled "Subdivision Plan Northwoods Estates for property of Norman H. & Kenneth Nadeau #123 & #141 North Road, Cromwell, Connecticut" Date: December 14, 2007, Revised to April 6, 2009. Sheets 5, 6 & 7 of 36, Scale: 1"=40', Prepared by Hallisey, Pearson & Cassidy, Civil Engineers & Land Surveyors, 35 Cold Spring Road, Southway Executive Park, Unit #511, Rocky Hill, Connecticut." Said premises being more particularly bounded and described as follows;

Beginning at a point at the southwesterly corner of Lot #48 as shown on sheets 5 and 7 of said map referenced above;

Thence, running N 16°21'09"E, along the westerly line of Lot #48, a distance of eighty one and 92/100 (81.92') feet to a point at the northwesterly corner of Lot #48;

Thence, running N 77°16'45"E, along the northerly line of Lot #48, a distance of forty four and 90/100 (44.90') feet to a point;

Thence, running S 78°33'32"E, along the northerly line of Lot #48, a distance of one hundred five and 79/100 (105.79') feet to a point;

Thence, running S 11°26'28"W, a distance of one hundred and 00/100 (100.00') feet to the point and place of beginning;

The above described parcel containing 14,585 sq. ft. or 0.3348 acres.

LOT #48-EASTERLY CONSERVATION EASEMENT

Beginning at a point at the southeasterly corner of Lot #48 as shown on sheets 5 and 6 of said map referenced above;

Thence, running N 78°33'32"W, a distance of one hundred eighteen and 54/100 (118.54') feet to a point;

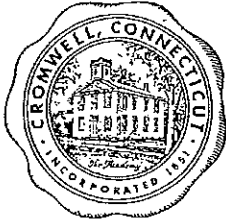
Thence, running N 11°26'28"E, a distance of one hundred and 00/100 (100.00') feet to a point;

Thence, running S 47°04'17"E, along the northerly line of Lot #48, a distance of one hundred fifty three and 31/100 (153.31') feet to a point at the northeasterly corner of Lot #48;

Thence, running S 42°55'43" W, a distance of twenty three and 36/100 (23.36') feet to the point and place of beginning.

The above described parcel containing 7,718 sq. ft. or 0.1772 acres.

RECEIVED FOR RECORD
Oct 25, 2012 12:25P
DARLENE A. DIPROTO
TOWN CLERK
CROMWELL, CT



Town of Cromwell

NATHANIEL WHITE BUILDING
41 WEST STREET
CROMWELL, CONNECTICUT 06416

April 17, 2019

Mr. Anthony J. Salvatore
Town Manager

RE: Transfer Station Agreement

Mr. Salvatore:

As a follow up to our conversations recently, with respect covering of receptacles at our Transfer Station, I respectfully request your consideration to approve a five year agreement with All-Waste Industries.

If approved, All-Waste will procure new roll off cans with lids for our use. This will not only bring us into compliance with the CT. DEEP storm water regulations, but will avoid the town from making a larger capital purchase of permanently constructed canopies, or the purchase of cans and lids ourselves.

The agreement will allow them you charge us an additional \$33.00 per haul on bulky waste taken from the transfer station. We average approximately 100 to 110 pulls per year. Total annual increase to costs will be between \$3,300.00 and \$3,600.00

I anticipate having a copy of the proposed agreement for review soon.

If you have any questions regarding this request, please feel free to contact me at ext.421

Sincerely,

Louis J. Spina, Jr.
Director of Public Works

Service Agreement

Tracking no. 40007940

ACCOUNT NO. 10097250



Commercial-Industrial Refuse & Recycling Service

P.O. Box 2472

Hartford, CT 06146

Phone (860) 724-4575 Fax: (860) 724-3316

Toll Free: (800) 443-3867

- | | |
|---|---|
| <input type="checkbox"/> New Account | <input checked="" type="checkbox"/> Corporation |
| <input checked="" type="checkbox"/> Renewal | <input type="checkbox"/> Individual |
| <input type="checkbox"/> Service Change | <input type="checkbox"/> Partnership |
| | <input type="checkbox"/> D/B/A |
| | <input type="checkbox"/> LLC |

BILLING INFORMATION

Customer Name TOWN OF CROMELL - TRANSFER

Address 41 WEST STREET

City, State, Zip CROMWELL CT 06416-

Contact Phone (860) 632-3420

e-mail:

SERVICE INFORMATION

Customer Name CROMWELL TRANSFER STATION

Address 100 COUNTY LINE DRIVE

City, State, Zip CROMWELL CT 06416-

Contact Phone

e-mail:

SERVICE SPECIFICATIONS

Qty	Size	Description	Schedule	Price	
2	40 Yard	Covered Bulky Waste Containers	On Call	\$185.00	Per Pickup
2	10 Yard	Single Stream Recycling Containers	2X Weekly		

Special Instructions: *HAUL FEE INCLUDES NEW COVERED ROLLOFFS*

Contract Effective Date: 04/01/2019

Contract Term: Five (5) Years

If it is determined that the weight of Customer's "Solid Waste Materials" exceeds 100 lbs. per cubic yard, the collection, processing, and disposal charges shall be increased to correspond to the determined cubic yard weight.

This is a legally binding agreement between the Contractor and the Customer for the provision of refuse and recycling collection and disposal services. The Contractor agrees to provide and the Customer agrees to accept the above services and equipment. Pricing is subject to any taxes enforced by Local, State or Federal Government and the terms and conditions on the reverse side regarding changes in agreement charges.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. This agreement is subject to the terms and conditions stated on the reverse side.

Customer represents and warrants to Contractor that the execution, delivery and performance of this Agreement will not conflict with any contractual relationship between Customer and any other contractor for waste removal or recycling services and that Contractor and Customer are free to consummate the transactions contemplated by this Agreement without charges of breach of contract, tortious interference with a contractual relationship or expectation or similar charges.

This agreement shall be automatically renewed for consecutive terms of three (3) years, unless either party shall give certified written notice of termination to the other at least sixty (60) days, but no more than one hundred twenty (120) days prior to the expiration of the then effective term.

All Waste, Inc. has advised the customer of mandatory recycling laws and the customer has declined recycling services at this time.

(Customer must initial.)

I acknowledge that this contract contains an AUTOMATIC RENEWAL provision.

(Customer must initial.)

CUSTOMER**CONTRACTOR**

Authorized Signature

Representative Signature

Print Name

Title

Date

Title

Date

THE TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT.

White - File

Yellow - Sales

Pink - Customer

TERMS AND CONDITIONS

CONTRACTOR'S DUTIES: Contractor shall provide equipment, solid waste removal and recycling service as described above. Contractor shall be required to collect only materials which are acceptable under applicable municipal waste disposal regulations. Contractor shall not be liable for its nonperformance under this Agreement due to strikes, accidents, delays or other events beyond Contractor's reasonable control. All work shall be completed in a workmanlike manner according to standard practices. All material provided by Contractor is guaranteed to be as specified. Contractor shall maintain full Workers' Compensation insurance coverage for all of Contractor's employees.

CUSTOMER'S DUTIES: All equipment shall remain the property of the Contractor. Customer shall not move the equipment or cause it to be moved without the prior written consent of the Contractor. Customer shall not overload the equipment or use it for incineration. Customer shall use the equipment only to dispose of solid waste and/or recyclables, excluding the following materials, all of which are "Excluded Materials" for purposes of this Agreement: any "Hazardous Material" as defined below, or any construction material, acidic or flammable material, bulky waste or special waste. Customer is liable for loss or damage to the equipment in excess of reasonable wear and tear. Customer shall keep the area around the equipment free and clear, and accessible to Contractor. Customer warrants that any right of way to the equipment provided by the Customer from the most convenient public way is sufficient to bear the weight of Contractor's equipment and vehicles reasonably required to perform the services described. The Customer will keep the right of way accessible to the Contractor at all reasonable hours in order for the Contractor to perform the services provided in this agreement. Customer waives any claims against Contractor for any damages to Customer's private pavement or accompanying subsurface and underground utilities and conduits of any route reasonably necessary to perform Contractor's services. Customer shall carry policies of fire, tornado and other necessary insurance on the equipment to Contractor's reasonable satisfaction, and shall provide Contractor with copies of such policies upon request.

HAZARDOUS MATERIAL: Customer shall not use the equipment to dispose of any radioactive, volatile, highly flammable, explosive, toxic, or hazardous materials, hazardous substances, or hazardous waste ("Hazardous Material"). Customer shall not place any Hazardous Material in or on the equipment. The term "Hazardous Material" shall include, but shall not be limited to, any material listed or characterized as hazardous under any applicable federal or state law or regulation.

INDEMNIFICATION: Customer expressly agrees to defend, indemnify and hold harmless, Contractor from and against any and all damages, penalties, fines, and liabilities, including attorney's fees, damage to equipment or property or injury to persons (including fatal injuries), arising in any manner from Customer's improper use of the equipment (including for the disposal of Excluded Materials) or other breach of this Agreement. The terms and provisions of this paragraph shall survive the period of this Agreement and the consideration supporting this Agreement reflects this condition.

PRICE AND PAYMENT: Customer shall pay all charges on a monthly basis, within fifteen (15) days of the date of Contractor's statement of charges. Customer shall pay interest on overdue payments at the rate of one-and-one-half percent (1½%) per month. Customer's payment obligations are independent of any obligations of Contractor other than Contractor's duty to provide equipment and service as described above.

DEFAULT: If the Customer defaults in any of the terms and conditions of this Agreement, Customer shall be liable for any and all collection charges or costs incurred by Contractor, including reasonable attorney's fees. In the event of such default by the Customer, the Contractor shall have the right to discontinue service, remove the equipment and collect damages for the Customer's breach. During the period of any default, interest shall accrue at the rate of eighteen percent (18%) per annum on any monies due the Contractor.

CHANGES IN CONTRACT CHARGES: Contractor may increase the contract charges from time to time to account for increases in costs of operation, including but not limited to (i) increases in the Contractor's landfill, disposal, fuel, wages, insurance or transportation costs, (ii) changes in the composition of the Customer's waste materials, (iii) any increase in the weight of Customer's waste materials beyond 100 lbs per cubic yard, (iv) increases in Contractor's costs due to circumstances beyond the Contractor's control, such as changes in local, state or federal laws or regulations, imposition of new or additional taxes, fees and surcharges imposed by any applicable governmental body, acts of God such as floods, fires, etc., and (v) increases in the Consumer Price Index for the regional area of the Customer's service address.

ASSIGNMENT AND BENEFIT: This Agreement and all changes thereto shall be binding on the parties and their successors and assigns. This Agreement can be assigned by Contractor and may be assigned by Customer with Contractor's prior written consent.

NOTICE: Any notice to Customer pursuant to this Agreement shall be sent to the Service Address. Any notice to Contractor pursuant to this Agreement shall be sent to the Contractor's address specified in this Agreement. All notices shall be deemed effective upon receipt.

ENTIRE AGREEMENT, AMENDMENT: This agreement constitutes the entire agreement among the parties. Other than permitted changes in the contract charges, any alteration or deviation from the specification or terms of this Agreement will be effected only by a written amendment executed by both parties.

SEVERABILITY, GOVERNING LAW: If any provision of this Agreement is found to be invalid or unenforceable, the enforceability or validity of the remaining provisions shall be unaffected. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

CUSTOMER RELOCATION: In the event that Customer no longer requires Contractor's services due to the discontinuance of its business or its relocation outside the area in which Contractor provides service, Customer may terminate this Agreement upon at least ninety (90) days' prior written notice (by certified mail) given to the Contractor and payment of all amounts due Contractor.

LIQUIDATED DAMAGES: The parties expressly understand, acknowledge, and agree that (i) the provisions set forth above in this agreement represent a reasonable and necessary protection of the legitimate interests of the Contractor and that any failure to observe and comply with the above provisions will cause irreparable harm to the Contractor; (ii) it is and will continue to be difficult to ascertain the nature, scope, and extent of the harm; and (iii) a remedy at law of such failure will be inadequate. Therefore, the parties intend that, in addition to any other rights and remedies which the Contractor may have in the event of any breach by Customer of the above provisions, the Contractor shall receive as liquidated damages from the Customer thirty percent (30%) of the total payments due Contractor for the remainder of the term then in force.

UNACCEPTABLE ITEMS

HOUSEHOLD TRASH (each resident is responsible to hire their own private trash hauler)

HOUSEHOLD HAZARDOUS WASTE (see Hazwaste Collection Handout provided at Transfer Station or the Cromwell Website: www.cromwellct.com)

PAINTS & STAINS: Oil Based paint / stains: oil-based paint and stains should be taken to a local Household Hazardous Waste collection center or one-day collection event.

GASOLINE

DIRT

STUMPS

ROCKS

ACCEPTABLE ITEMS

Transfer station operators may refuse any and all materials they deem to be unacceptable per DEEP permit compliance and vendor hauling restrictions

Items marked with an * (asterisk) require a pass

ANTI-FREEZE (Spent): Anti-freeze only (Maximum 5-gallons per day)

***APPLIANCES- FREON CONTAINING :** Air conditioners, dehumidifiers, freezers, and refrigerators, all doors must be removed - limit 2 items per day

USED BATTERIES (Used): Lead Acid- automobile, truck, motorcycle, boat etc, Nickel Cadmium- Cell phones with or without batteries (alkaline batteries may be thrown in the household trash or taken to the HHW events)

BRUSH: Brush and tree limbs - maximum length 8'

***C & D:** (Construction & Demolition) materials - 8' length maximum, roofing & siding - 1 square per day - Total load is limited to 3 cubic yards per day

***CLEAN FILL CONCRETE:** ONLY Concrete, bricks & asphalt (No dirt, metal, wood, etc.) - 3 cubic yards maximum per day

***CLEAN WOOD:** Non-painted, non-stained & non-treated wood. -placed in designated area.

CLOTHES AND SHOES: Clean garments only in plastic bags - place inside clothing container (no loose clothing or shoes)

COOKING OIL: Used – Pour oil in tank provided. (Maximum of 5 gallons per day)

CORRUGATED CARDBOARD: Flattened and place in recycling container

ELECTRONICS: Computers, Computer Monitors, Computer Mice, Computer Keyboards, Printers, TV's, VCR's, and DVD Players - Place in E-Waste container

FLOURESCENT BULBS (Spent): Place in designated container.



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

April 17, 2019

Al Waters
Commodore COA
86 South Street
Cromwell, CT 06416

Dear Commodore Waters,

Once again this year, I am writing to inform you that in accordance with the amended lease between the Town of Cromwell and the Cromwell Outboard Association, Section 6, Use of Premises, I will be requesting permission from the Town Council at their next Regular or Special Meeting to use the parking area commonly referred to as Two (2) River Road for parking for the Town of Cromwell Summer Concert Series on the dates listed below.

Moving the Concert Series to Riverport Park at Frisbee Landing will require additional parking.

The 2019 Concert Dates are as follows:

June 26 th	6 p.m. -9:00 p.m.	Rain Date June 27 th
July 10 th	6 p.m. - 9:00 p.m.	Rain Date July 11 th
July 24 th	6 p.m. -9:00 p.m.	Rain Date July 25 th
August 7 th	6 p.m. -9:00 p.m.	Rain Date August 8 th
August 21 th	6 p.m. -9:00 p.m.	Rain Date August 22 th

Should you have any questions, please do not hesitate to contact my office at (860) 632-3412.

Sincerely,


Anthony J. Salvatore
Town Manager

Copy: Mayor/Town Council
Scott Kieras, Recreation Director
Kari Olson, Town Attorney

2019 Summer Concert Series

FREE

**Wednesdays
6:30 PM to 8:30 PM**

FREE

Frisbee Landing at Riverport Park

Rain Dates: Thursdays, June 27, July 11, July 25, August 8 & 22

June 26 NeoSound
R&B/POP/Funk/Motown/



July 10 Bootleg Band
Country/Rock' n Roll/MoTown

July 24 Murry the Wheel and Cheryl Tracy
Jazz & Blues
Sponsored by Cromwell Pizza & Pasta

August 7 NightCap
Classic & 90's Rock with a blend of popular



August 21 Headspace
Rock & Roll

Bring a blanket or chair, pack a picnic supper or partake of the offerings from the onsite food trucks.



Parking available on a first come, first-served basis. Overflow parking available on former Marino Crane property at 61 River Road.

Thank You to Our Sponsors

Covenant Village
John Hagel Construction, Hagel & Assoc. Real Estate
Cromwell Pizza & Pasta

Beer and wine allowed on these designated dates and times (for 21 years and older) WITHIN PARK ONLY.



www.cromwellrec.com ~ 860-632-3467



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

TO: Anthony J. Salvatore
Town Manager

FR: Salvatore Nesci, R.S.
Public Health Coordinator

Date: March 25, 2019

RE: Town Ordinance Chapter 146-21: Personal Services Establishments

- Connecticut General Statute 19a-231 states all salons shall be inspected on an annual basis, (attached).
- Current Cromwell town ordinance Chapter 146-21 states all salons are required to obtain a license from the Cromwell Health Department for a fee of \$85, (attached).
- The Cromwell Health Department uses an inspection form to inspect all salons which lists specific sanitary measures which must be complied with in order to receive a license, (attached).
- State Statute and Connecticut Public Health Code does not reference a sanitary code for salons to follow and instructs local health jurisdictions to develop and adopt their own through town ordinance.
- The current Cromwell town ordinance does not contain a sanitary code which is reflective of the inspection sheet used. This is of importance when citing an establishment for maintaining substandard conditions in the opinion of the local health jurisdiction. Furthermore, the lack of a local sanitary code for salons makes enforcement difficult as there is no regulation to cite regarding specific procedures used in salons.
- I am respectfully requesting amending town ordinance Chapter 146-21 to reflect the addition of a sanitary code for salons. I have attached a draft revision of Chapter 146-21 with the additions made in red. There are no deletions and no change in fee structure.

Thank you for your time and consideration. I am available to answer any questions and assist as needed.

Cromwell Amended

Chapter 146. Health Standards

§ 146-21. Personal service establishments.

Authority of the Director of Health.

The Director of Health or his or her designee shall have the full power to enter and inspect all barbershops, salons, tattoo, body piercing studios and tanning salons within the Town of Cromwell during their usual business hours to ensure proper sanitary conditions.

Definitions.

BARBERSHOP

The practice, as stated in Connecticut General Statutes § 20-234, when done upon the head, face and neck for cosmetic purposes and done for the public, with or without compensation therefor, shall be construed as practicing the occupation of barber or master barber within the meaning of this chapter: shaving or trimming the beard; cutting hair; styling or cutting hairpieces and wigs; giving facial and scalp massages or application of oils, creams, lotions or other preparations, either by hand or mechanical appliances; singeing, shampooing or dyeing the hair or applying hair tonic; and applying cosmetic preparations, antiseptics, powders, oils, clays or lotions to scalp, face or neck; provided nothing in this chapter shall permit any of the services or acts herein described to be used for the treatment or cure of any physical or mental disease or ailment.

BODY PIERCING

Involves the puncturing, piercing, or creating a channel through any part of the body other than the earlobe (i.e., lower portion of the auricle having no cartilage) for the purpose of inserting a decorative object.

ESTABLISHMENT

Encompasses the terms "salon," "tanning salon" and "barbershop" when used collectively.

HAIRDRESSING AND COSMETOLOGY

As defined in Connecticut General Statutes § 20-250. The art of dressing, arranging, curling, waving, weaving, cutting, singeing, bleaching and coloring the hair and treating the scalp of any person, and massaging, cleansing, stimulating, manipulating, exercising or beautifying with the use of the hands, appliances, cosmetic preparations, antiseptics, tonics, lotions, creams, powders, oils or clays and doing similar work on the face, neck and arms, and manicuring the fingernails of any person for compensation, provided nothing in this definition shall prohibit an unlicensed person from performing facials, eyebrow arching, shampooing or manicuring of the fingernails or, for cosmetic purposes only, trimming, filing and painting the healthy toenails, excluding cutting nail beds, corns and calluses or other medical treatment involving the foot or ankle, or braiding hair.

NAIL TECHNICIAN

A person who, for compensation, cuts, shapes, polishes, or enhances the appearance of nails of the hands or feet, including, but not limited to, the application and removal of sculptured or artificial nails as set forth in Connecticut General Statutes § 19a-231.

OPERATOR

An individual designated by the tanning facility to control operation of the tanning facility and to instruct and assist the consumer in the proper operation of the tanning device.

SALON

Includes any shop, store, day spa, or other commercial establishment at which the practice of barbering, as described in Connecticut General Statutes § 20-234, hairdressing and cosmetology, as defined herein and in Connecticut General Statutes § 20-250, or the services of a nail technician, or any combination thereof, is offered and provided.

STUDENT TATTOO TECHNICIAN

A person practicing tattooing on another person under the supervision of a licensed technician. [Connecticut General Statutes § 20-266n(5)].

TANNING DEVICE

Any equipment that emits radiation used for tanning of the skin, such as a sunlamp, tanning booth or tanning bed that emits ultraviolet radiation, and includes any accompanying equipment, such as timers or handrails.

TANNING SALON

Any place where a tanning device is used for a fee, membership dues, or other compensation as stated in Connecticut General Statutes § 19a-232.

TATTOOING

Marking or coloring, in an indelible manner, the skin of any person by pricking with coloring matter by injection into the skin with permanent dye or ink or by producing scars. (Connecticut General Statutes § 19a-92a[1]).

TATTOO ARTIST/TECHNICIAN

A person who practices tattooing on another person; effective July 1, 2014, shall include any and all described practices permitted by state law performed by a tattoo artist/technician licensed in the State of Connecticut. (Connecticut General Statutes § 20-266n)

TATTOO EQUIPMENT

Any equipment, instruments or utensils used in the application of ink to the skin, including permanent cosmetics.

WORK AREA

A separate room with one or more work stations, or a private room set aside to serve one customer at a time.

WORK STATION

A chair, countertop and floor space set aside for the purpose of serving a customer, including floor space for the operator to stand while serving the customer.

[Added BOS 7-12-2006]

A.

License required. It shall be unlawful for any person or organization to operate any salon or establishment that performs massage therapy, manicures, pedicures, facials, the shampooing or cutting of the hair or the barbering of hair, care or conditioning of the skin, including tanning, within the Town of Cromwell without the possession of a valid license issued by the Director of Health or his representative.

B.

Conditions of license; expiration. Only a person who complies with the requirements of the Public Health Code of the State of Connecticut and the Code of the Town of Cromwell, Connecticut, shall be entitled to receive and retain such a license. Licenses shall not be transferred from one person to another person or from one location to another. All licenses shall expire on June 30 of each year.

C.

Posting required. The owner or proprietor of any salon shall keep a valid license posted in a conspicuous public location visible to the patrons of the establishment, protected against defacement or damage, at all times.

D.

Fee. Each of these services shall be charged a licensing fee of \$85.
[Amended TC 6-16-2014]

E.

Citation and license revocation procedures.

Any license issued under this chapter may be revoked by the Director of Health, or his or her duly authorized designee, in accordance with this chapter, whenever the Director of Health, or his or her duly authorized designee, finds a hazard to the public health or the existence of a violation under this chapter, the Connecticut Public Health Code, and any other applicable codes, regulations or statutes. When the Director of Health uncovers such hazard or violation, he/she shall issue a written notice to the license holder citing the conditions, specifying the corrective action to be taken, and specifying the time period within which the action shall be taken. If the corrective action is not taken within the time period set forth in the written notice, a written order shall be issued revoking the license and prohibiting further use of the establishment until said violations are corrected. If the conditions, in the judgment of the Director of Health, or his or her duly authorized designee, constitute a substantial hazard to the public health, he/she may immediately revoke the license or order immediate correction.

F.

Age restriction on use of tanning device.

Pursuant to Connecticut General Statutes § 19a-232, an operator shall not allow any person under 17 years of age to use a tanning device. Any operator who, knowing that a person is under 17 years of age or under circumstances where such operator should know that a person is under 17 years of age, allows such person to use a tanning device shall be fined not more than \$100. Such fine shall be payable to the Town of Cromwell and collected by the Director of Health, or his or her duly authorized designee.

G.

Display of license.

Any license issued under this chapter shall be displayed in a prominent place at the salon, barbershop, or tanning salon. Failure to do so may result in revocation of a license issued under this chapter.

H.

Equipment.

All shops, stores or places of business shall be properly equipped to conduct the business of hairdressing and cosmetology, as well as tattoo and body piercing studios. There shall be one wash bowl for each shampoo chair and three operators. Shampoo bowls shall be used for hairdressing and cosmetology work only. A utility sink shall be provided for proper cleansing of instruments. Shampoo bowls, cabinets, combs, brushes, hand sinks, and towels shall be provided by the shop owner and be in good working condition and clean. Booths or working areas shall provide 36 square feet as minimum area for each operator employed in the shop. This area shall not include any space devoted to waiting rooms and other purposes. No dryers shall be placed in any waiting room or in the three-foot passageway, which is the minimum amount of space for passageways that shall be maintained throughout the shop.

I.

Sanitation.

(1)

No attendant who is affected with any infectious disease in a communicable form shall attend to any person without taking appropriate precautions. Attendants shall wash their hands thoroughly with soap and hot water before attending to any person. Attendants shall wear clean, washable uniforms at all times. No animals or pets shall be kept in a beauty salon or studio.

(2)

All brushes, combs, instruments and applicators shall be cleansed and disinfected after each use. Individual head rest coverings shall be supplied for each person. In manicuring, a clean paper lining for the finger bowl shall be used for each person. Brushes, scissors, clippers, tweezers, combs, rubber discs, parts of vibrators and other utensils and appliances shall be disinfected after use upon any person. No tools shall be left exposed on work stands, but after each use shall be cleansed, disinfected and kept in a clean, closed drawer or cabinet. No towel shall be used for more than one person without being laundered. Clean towels shall be delivered in bags and kept in a clean, closed cabinet or closet. Suitable containers for soiled towels, brushes and combs shall be provided. No powder puff, sponge, neck duster or brush roller shall be used for more than one person. The use of solid soap in common, or for more than one person, is prohibited. All hair dropping upon the floor shall be removed therefrom as soon as possible and in such manner as not to cause a nuisance.

(3)

Proper ventilation shall be provided for excess heat and odors. Floors shall have hard washable surfaces in areas where tinting or shampooing is done or where such chemicals as sodium hydroxide, peroxide or thioglycolate are used. Floors shall be maintained in a clean state at all times. Toilets shall meet requirements of the regulations governing plumbing in the public code.

(4)

Effective EPA-approved sanitizing solution shall be used for brushes, combs, and other implements.

(5)

An adequate supply of hot and cold running water at proper temperature from a municipal or approved private source shall be provided for service of customers, cleanliness of employees, and for washing of floors, walls, ceilings, and equipment. There shall be a minimum of one hand washing facility conveniently located in or adjacent to each private treatment room and in each work area and bathroom in order to provide for proper hand washing.

I.

Tattoo license required; age restriction.

(1)

No person shall engage in the practice of tattooing unless the person is a licensed tattoo technician per Connecticut General Statutes Chapter 387a, Sections 20-266n through 20-266s.

(2)

No person shall tattoo or perform body piercing (see definition) on an unemancipated minor under 18 years of age without the written permission of the minor's parent or legal guardian. Permission forms shall be held on site for one year.

K.

All reusable equipment that comes into contact with the blood or skin must be properly sterilized by thoroughly cleaning with an ultrasonic machine or other approved method and then holding in a steam autoclave at an adequate temperature, time and pressure, or another equal process. Verification of achieving sterilization with temperature-sensitive indicator tape is required to be included in every batch placed in an autoclave following manufacturer instruction regarding spore (*Bacillus stearothermophilus*) testing. Documentation by a licensed laboratory, to ensure sterilization capability of the autoclave, must be maintained for two years. The Cromwell Health Department must be notified within 24 hours of receipt of a report that nonsterile conditions were identified. Single-use disposable needles and ink tubes are required.

L.

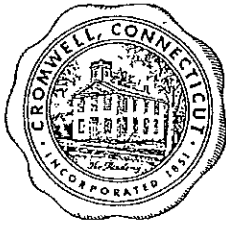
Sterilized water shall be used for dilution of any tattoo ink.

M.

Connecticut Department of Health and Department of Energy and Environmental Protection requirements must be followed regarding the disposal of sharps and biomedical waste.

Professional license required.

All operators and employees of a salon, barbershop, tattoo or body piercing studio, or tanning salon that are engaged in the practices described herein shall hold the proper professional license issued by the State of Connecticut. Failure to do so may result in revocation of a license issued under this chapter.



Town of Cromwell

NATHANIEL WHITE BUILDING
41 WEST STREET
CROMWELL, CONNECTICUT 06416

April 17, 2019

Mr. Anthony J. Salvatore
Town Manager

RE: Transfer Station Agreement

Mr. Salvatore:

As a follow up to our conversations recently, with respect covering of receptacles at our Transfer Station, I respectfully request your consideration to approve a five year agreement with All-Waste Industries.

If approved, All-Waste will procure new roll off cans with lids for our use. This will not only bring us into compliance with the CT. DEEP storm water regulations, but will avoid the town from making a larger capital purchase of permanently constructed canopies, or the purchase of cans and lids ourselves.

The agreement will allow them you charge us an additional \$33.00 per haul on bulky waste taken from the transfer station. We average approximately 100 to 110 pulls per year. Total annual increase to costs will be between \$3,300.00 and \$3,600.00

I anticipate having a copy of the proposed agreement for review soon.

If you have any questions regarding this request, please feel free to contact me at ext.421

Sincerely,

Louis J. Spina, Jr.
Director of Public Works

Service Agreement

Tracking no. 40007940

ACCOUNT NO. 10097250



Commercial-Industrial Refuse & Recycling Service
P.O. Box 2472
Hartford, CT 06146
Phone (860) 724-4575 Fax: (860) 724-3316
Toll Free: (800) 443-3867

- | | |
|---|---|
| <input type="checkbox"/> New Account | <input checked="" type="checkbox"/> Corporation |
| <input checked="" type="checkbox"/> Renewal | <input type="checkbox"/> Individual |
| <input type="checkbox"/> Service Change | <input type="checkbox"/> Partnership |
| | <input type="checkbox"/> D/B/A |
| | <input type="checkbox"/> LLC |

BILLING INFORMATION

Customer Name TOWN OF CROMELL - TRANSFER
Address 41 WEST STREET
City, State, Zip CROMWELL CT 06416-
Contact Phone (860) 632-3420
e-mail:

SERVICE INFORMATION

Customer Name CROMWELL TRANSFER STATION
Address 100 COUNTY LINE DRIVE
City, State, Zip CROMWELL CT 06416-
Contact Phone
e-mail:

SERVICE SPECIFICATIONS

Qty	Size	Description	Schedule	Price	
2	40 Yard	Covered Bulky Waste Containers	On Call	\$185.00	Per Pickup
2	10 Yard	Single Stream Recycling Containers	2X Weekly		

Special Instructions: *HAUL FEE INCLUDES NEW COVERED ROLLOFFS*

Contract Effective Date: 04/01/2019

Contract Term: Five (5) Years

If it is determined that the weight of Customer's "Solid Waste Materials" exceeds 100 lbs. per cubic yard, the collection, processing, and disposal charges shall be increased to correspond to the determined cubic yard weight.

This is a legally binding agreement between the Contractor and the Customer for the provision of refuse and recycling collection and disposal services. The Contractor agrees to provide and the Customer agrees to accept the above services and equipment. Pricing is subject to any taxes enforced by Local, State or Federal Government and the terms and conditions on the reverse side regarding changes in agreement charges.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. This agreement is subject to the terms and conditions stated on the reverse side.

Customer represents and warrants to Contractor that the execution, delivery and performance of this Agreement will not conflict with any contractual relationship between Customer and any other contractor for waste removal or recycling services and that Contractor and Customer are free to consummate the transactions contemplated by this Agreement without charges of breach of contract, tortious interference with a contractual relationship or expectation or similar charges.

This agreement shall be automatically renewed for consecutive terms of three (3) years, unless either party shall give certified written notice of termination to the other at least sixty (60) days, but no more than one hundred twenty (120) days prior to the expiration of the then effective term.

All Waste, Inc. has advised the customer of mandatory recycling laws and the customer has declined recycling services at this time.

(Customer must initial.)

I acknowledge that this contract contains an AUTOMATIC RENEWAL provision.

(Customer must initial.)

CUSTOMER**CONTRACTOR**

Authorized Signature

Representative Signature

Print Name

Title

Date

Title

Date

THE TERMS AND CONDITIONS ON THE REVERSE SIDE ARE PART OF THIS AGREEMENT.

White - File

Yellow - Sales

Pink - Customer

TERMS AND CONDITIONS

CONTRACTOR'S DUTIES: Contractor shall provide equipment, solid waste removal and recycling service as described above. Contractor shall be required to collect only materials which are acceptable under applicable municipal waste disposal regulations. Contractor shall not be liable for its nonperformance under this Agreement due to strikes, accidents, delays or other events beyond Contractor's reasonable control. All work shall be completed in a workmanlike manner according to standard practices. All material provided by Contractor is guaranteed to be as specified. Contractor shall maintain full Workers' Compensation insurance coverage for all of Contractor's employees.

CUSTOMER'S DUTIES: All equipment shall remain the property of the Contractor. Customer shall not move the equipment or cause it to be moved without the prior written consent of the Contractor. Customer shall not overload the equipment or use it for incineration. Customer shall use the equipment only to dispose of solid waste and/or recyclables, excluding the following materials, all of which are "Excluded Materials" for purposes of this Agreement: any "Hazardous Material" as defined below, or any construction material, acidic or flammable material, bulky waste or special waste. Customer is liable for loss or damage to the equipment in excess of reasonable wear and tear. Customer shall keep the area around the equipment free and clear, and accessible to Contractor. Customer warrants that any right of way to the equipment provided by the Customer from the most convenient public way is sufficient to bear the weight of Contractor's equipment and vehicles reasonably required to perform the services described. The Customer will keep the right of way accessible to the Contractor at all reasonable hours in order for the Contractor to perform the services provided in this agreement. Customer waives any claims against Contractor for any damages to Customer's private pavement or accompanying subsurface and underground utilities and conduits of any route reasonably necessary to perform Contractor's services. Customer shall carry policies of fire, tornado and other necessary insurance on the equipment to Contractor's reasonable satisfaction, and shall provide Contractor with copies of such policies upon request.

HAZARDOUS MATERIAL: Customer shall not use the equipment to dispose of any radioactive, volatile, highly flammable, explosive, toxic, or hazardous materials, hazardous substances, or hazardous waste ("Hazardous Material"). Customer shall not place any Hazardous Material in or on the equipment. The term "Hazardous Material" shall include, but shall not be limited to, any material listed or characterized as hazardous under any applicable federal or state law or regulation.

INDEMNIFICATION: Customer expressly agrees to defend, indemnify and hold harmless, Contractor from and against any and all damages, penalties, fines, and liabilities, including attorney's fees, damage to equipment or property or injury to persons (including fatal injuries), arising in any manner from Customer's improper use of the equipment (including for the disposal of Excluded Materials) or other breach of this Agreement. The terms and provisions of this paragraph shall survive the period of this Agreement and the consideration supporting this Agreement reflects this condition.

PRICE AND PAYMENT: Customer shall pay all charges on a monthly basis, within fifteen (15) days of the date of Contractor's statement of charges. Customer shall pay interest on overdue payments at the rate of one-and-one-half percent (1½%) per month. Customer's payment obligations are independent of any obligations of Contractor other than Contractor's duty to provide equipment and service as described above.

DEFAULT: If the Customer defaults in any of the terms and conditions of this Agreement, Customer shall be liable for any and all collection charges or costs incurred by Contractor, including reasonable attorney's fees. In the event of such default by the Customer, the Contractor shall have the right to discontinue service, remove the equipment and collect damages for the Customer's breach. During the period of any default, interest shall accrue at the rate of eighteen percent (18%) per annum on any monies due the Contractor.

CHANGES IN CONTRACT CHARGES: Contractor may increase the contract charges from time to time to account for increases in costs of operation, including but not limited to (i) increases in the Contractor's landfill, disposal, fuel, wages, insurance or transportation costs, (ii) changes in the composition of the Customer's waste materials, (iii) any increase in the weight of Customer's waste materials beyond 100 lbs per cubic yard, (iv) increases in Contractor's costs due to circumstances beyond the Contractor's control, such as changes in local, state or federal laws or regulations, imposition of new or additional taxes, fees and surcharges imposed by any applicable governmental body, acts of God such as floods, fires, etc., and (v) increases in the Consumer Price Index for the regional area of the Customer's service address.

ASSIGNMENT AND BENEFIT: This Agreement and all changes thereto shall be binding on the parties and their successors and assigns. This Agreement can be assigned by Contractor and may be assigned by Customer with Contractor's prior written consent.

NOTICE: Any notice to Customer pursuant to this Agreement shall be sent to the Service Address. Any notice to Contractor pursuant to this Agreement shall be sent to the Contractor's address specified in this Agreement. All notices shall be deemed effective upon receipt.

ENTIRE AGREEMENT, AMENDMENT: This agreement constitutes the entire agreement among the parties. Other than permitted changes in the contract charges, any alteration or deviation from the specification or terms of this Agreement will be effected only by a written amendment executed by both parties.

SEVERABILITY, GOVERNING LAW: If any provision of this Agreement is found to be invalid or unenforceable, the enforceability or validity of the remaining provisions shall be unaffected. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut.

CUSTOMER RELOCATION: In the event that Customer no longer requires Contractor's services due to the discontinuance of its business or its relocation outside the area in which Contractor provides service, Customer may terminate this Agreement upon at least ninety (90) days' prior written notice (by certified mail) given to the Contractor and payment of all amounts due Contractor.

LIQUIDATED DAMAGES: The parties expressly understand, acknowledge, and agree that (i) the provisions set forth above in this agreement represent a reasonable and necessary protection of the legitimate interests of the Contractor and that any failure to observe and comply with the above provisions will cause irreparable harm to the Contractor; (ii) it is and will continue to be difficult to ascertain the nature, scope, and extent of the harm; and (iii) a remedy at law of such failure will be inadequate. Therefore, the parties intend that, in addition to any other rights and remedies which the Contractor may have in the event of any breach by Customer of the above provisions, the Contractor shall receive as liquidated damages from the Customer thirty percent (30%) of the total payments due Contractor for the remainder of the term then in force.

UNACCEPTABLE ITEMS

HOUSEHOLD TRASH (each resident is responsible to hire their own private trash hauler)

HOUSEHOLD HAZARDOUS WASTE (see Hazwaste Collection Handout provided at Transfer Station or the Cromwell Website: www.cromwellct.com)

PAINTS & STAINS: Oil Based paint / stains: oil-based paint and stains should be taken to a local Household Hazardous Waste collection center or one-day collection event.

GASOLINE

DIRT

STUMPS

ROCKS

ACCEPTABLE ITEMS

Transfer station operators may refuse any and all materials they deem to be unacceptable per DEEP permit compliance and vendor hauling restrictions

Items marked with an * (asterisk) require a pass

ANTI-FREEZE (Spent): Anti-freeze only (Maximum 5-gallons per day)

***APPLIANCES- FREON CONTAINING** : Air conditioners, dehumidifiers, freezers, and refrigerators, all doors must be removed - limit 2 items per day

USED BATTERIES (Used): Lead Acid- automobile, truck, motorcycle, boat etc, Nickel Cadmium- Cell phones with or without batteries (alkaline batteries may be thrown in the household trash or taken to the HHW events)

BRUSH: Brush and tree limbs - maximum length 8'

***C & D**: (Construction & Demolition) materials - 8' length maximum, roofing & siding - 1 square per day - Total load is limited to 3 cubic yards per day

***CLEAN FILL-CONCRETE**: ONLY Concrete, bricks & asphalt (No dirt, metal, wood, etc.) - 3 cubic yards maximum per day

***CLEAN WOOD**: Non-painted, non-stained & non-treated wood. -placed in designated area.

CLOTHES AND SHOES: Clean garments only in plastic bags - place inside clothing container (no loose clothing or shoes)

COOKING OIL: Used – Pour oil in tank provided. (Maximum of 5 gallons per day)

CORRUGATED CARDBOARD: Flattened and place in recycling container

ELECTRONICS: Computers, Computer Monitors, Computer Mice, Computer Keyboards, Printers, TV's, VCR's, and DVD Players - Place in E-Waste container

FLOURESCENT BULBS (Spent): Place in designated container.

**TOWN OF CROMWELL
TOWN COUNCIL
SPECIAL MEETING
BUDGET WORKSHOP
WEDNESDAY, MARCH 6, 2019
TOWN HALL ROOM 224/5 6:30 P.M**

MINUTES

Present: Mayor E. Faienza, Deputy Mayor R. Newton, F. Emanuele, S. Slade,
A. Waters, M. Johnson (arrived at 6:33 p.m.), J. Demetriades

Absent:

Also Present: Town Manager A. Salvatore, Director of Finance M. Sylvester, Director
Senior/Human/Youth Services A. Saada, Director of Planning and Development/EDC
Coordinator S. Popper, Chief of Police D. Lamontagne, Captain K. Vandersloot, Public
and Press

A. CALL TO ORDER

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

B. BUDGET WORKSHOP

a. Discussion and Action on General Fund Budget Requests:

1. Any unfinished business from March 4, 2019 Budget Workshop.
None

b. Discussion and Action on General Fund Budget Requests:

9. Tax Collector-\$144,353

Presented by D. Sienna

Motion made by F. Emanuele seconded by R. Newton and *unanimously carried*
to approve **-\$144,353.**

Councilor Johnson arrived

39. Human Services Administration -\$131,951

#39 - #42 presented by A. Saada

Motion made by A. Waters seconded by F. Emanuele and *unanimously carried*
to approve **-\$131,951.**

40. Senior Services -\$87,480

Motion made by A. Waters seconded by J. Demetriades to approve.

Discussion followed regarding Ms. Saada's request to the Town Manager
during the budget process for a full-time driver and a full time Outreach
Position. Town Manager Salvatore stated that he is not opposed to adding a
full-time driver and a part time Outreach Position.

Amended Motion made by S. Slade seconded by R. Newton and *unanimously carried* to approve P/T Outreach Position in the amount of \$22,500.

Main Motion carried to approve \$109,980

41. Transportation Service - \$156,640

Motion made by S. Slade seconded by F. Emanuele and *unanimously carried* to add the position of Full Time Driver (\$32,756).

Motion made by R. Newton seconded by A. Waters and *unanimously carried* to approve \$189,396.

42. Youth Service - \$95,298

Motion made by F. Emanuele seconded by R. Newton and *unanimously carried* to approve -\$95,298.

1. Town Manager's Office - \$383,915

Presented by A. Salvatore

A. Waters questioned the H/R Coordinator's position stating that the position is not included in the Charter. E. Faienza once again explained that the position was suggested and approved by the Town Council. The Town Manager remains the H/R Director

Motion made by A. Waters seconded by R. Newton and *carried* to approve \$383,915.

Aye: M. Johnson, S. Slade, E. Faienza, R. Newton, F. Emanuele, J. Demetriades

Nay: A. Waters

Motion carried

Capital Improvement Program requests:

Time Clocks -\$20,000

Motion made by R. Newton seconded by F. Emanuele and *unanimously carried* to approve \$20,000.

Space Needs Study -\$35,000

Discussion followed regarding the accuracy of the amount of \$35,000.

Motion made by S. Slade seconded by R. Newton and *unanimously carried* to approve \$35,000.

Please refer to end of minutes, the item was reconsidered and removed from the CIP Program for this year.

2. Town Clerk - \$219,242

Presented by J. Ahlquist

Motion made by A. Waters seconded by J. Demetriades and *unanimously carried* to approve \$219,242.

Mayor Faienza called for a short recess from 8:13 p.m. – 8:25 p.m.

4. Economic Development -\$22,630

Items #4, 5, 6, 23,24,25 and 26 presented by S. Popper

Motion made by S. Slade seconded by F. Emanuele and *unanimously carried* to approve **-\$22,630.**

4a. Redevelopment Agency-\$900.

Motion made by S. Slade seconded by A. Waters and *unanimously carried* to approve **\$900.**

5. Town Planner-\$133,323

Motion made by A. Waters seconded by S. Slade and *unanimously carried* to approve **-\$133,323.**

6. Development Compliance -\$103,201

Motion made by R. Newton seconded by A. Waters and *unanimously carried* to approve **-\$103,201.**

Capital Improvement Plan:

SUV Replacement -\$28,000

Motion made by R. Newton seconded by A. Waters and *carried* to approve **\$28,000.**

Aye: M. Johnson, A. Waters, E. Faienza, R. Newton, F. Emanuele,
J. Demetriades

Nay: S. Slade

Motion carried

23. Planning Commission \$3,525

Motion made by S. Slade seconded by F. Emanuele and *unanimously carried* to approve **\$3,525.**

24. Zoning Board of Appeals \$1,250

Motion made by S. Slade seconded by A. Waters and *unanimously carried* to approve **\$1,250.**

25. Inland Wetlands \$2,300

Motion made by R. Newton seconded by S. Slade and *unanimously carried* to approve **\$2,300.**

26. Conservation Commission -\$1,210

Motion made by R. Newton seconded by A. Waters and *unanimously carried* to approve **\$1,210.**

35. Emergency Management -\$19,050

Items # 35, 36 and 37 presented by Chief Lamontagne

Motion made by S. Slade seconded by R. Newton and *unanimously carried* to approve **-\$19,050.**

36. Police -\$3,473,585

Motion made by F. Emanuele seconded by R. Newton to approve.

Discussion followed regarding adding an additional Police Officer.

Amended Motion made by S. Slade seconded by F. Emanuele and *carried* to add \$57,629 and add an additional Police Officer position.

Aye: S. Slade, R. Newton, E. Faienza, F. Emanuele

Nay: M. Johnson, A. Waters, J. Demetriades

Motion carried

Motion made by R. Newton seconded by S. Slade *carried* to approve

\$3,531,214.

Aye: S. Slade, R. Newton, E. Faienza, F. Emanuele

Nay: M. Johnson, A. Waters, J. Demetriades

Motion carried

Capital Improvement Plan:

Replacement Vehicle -\$50,000

Motion made by S. Slade seconded by R. Newton and *unanimously carried* to approve \$50,000.

37. Animal Control -\$89,371

Motion made by S. Slade seconded by R. Newton and *unanimously carried* to approve **-\$89,371.**

16. General Expense -\$589,002

Motion made by R. Newton seconded by F. Emanuele and *unanimously carried* to remove \$25,000 from the CIP Road Improvement Fund. A total of \$300,000 was approved for this item.

Motion made by S. Slade seconded by A. Waters to remove the Planner's request for a replacement vehicle. -motion and second withdrawn.

Motion made by S. Slade seconded by A. Waters and *unanimously carried* to remove \$35,000 from CIP Space Needs Study.

Motion made by R. Newton seconded by A. Waters and *unanimously carried* to approve General Expense **\$554,002.**

*The total of approved Capital Improvement Plan items is **\$489,000.***

The increase over last year's budget is at 2.62%.

45. Employee Benefits -\$3,846,399

Motion made by R. Newton seconded by A. Waters and *unanimously carried* to approve **-\$3,846,399.**

46. Debt Service \$3,704,100

Motion made by F. Emanuele seconded by A. Waters and *unanimously carried* to approve \$3,704,100.

c. Any other Budget matter.

None

d. Approve Grand Total of General Fund Budget

Motion made by R. Newton seconded by A. Waters and *unanimously carried* to approve \$16,958,517.

C. ADJOURN

Motion made by S. Slade seconded by A. Waters and *unanimously carried* to adjourn the meeting at 10:30 p.m.

Respectfully submitted,

Re Matus

Re Matus
Secretary

TOWN OF CROMWELL
TOWN COUNCIL MEETING
WEDNESDAY, MARCH 13, 2019
7:00 P.M. TOWN HALL COUNCIL CHAMBERS

RECEIVED FOR RECORD
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JOAN AHLQUIST
TOWN CLERK
CROMWELL, CT *JK*

MINUTES

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

Absent: S. Slade

Also Present: Town Manager A. Salvatore, Chief of Police D. Lamontagne, Director of Finance M. Sylvester, Director of Public Works L. Spina, Director Planning and Development/EDC Coordinator S. Popper, Health Coordinator S. Nesci, Town Labor Attorney K. Weinstock Public And Press

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE

Al Waters led the Pledge of Allegiance.

C. APPROVAL OF AGENDA

Mayor Faienza added the following item:

New Business #5. Discussion and action to approve Educational Assistance request from Sgt. Parsons.

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

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

(The New Business items order was changed)

D. NEW BUSINESS

3. Grievances - NIPSEU (to be voted on separately)

a. Sgt. Ryan Bengtson

Union President P. Pietraroia presented for the Union

Chief D. Lamontagne presented for the Town.

The Council was given the opportunity to ask questions of both sides.

Motion made by F. Emanuele seconded by J. Demetriades and *unanimously carried* to adjourn to Executive Session at 7:50 p.m., for the purpose of discussion.

Town Manager Salvatore and Town Labor Attorney K. Weinstock were invited into Executive Session.

Motion made by R. Newton seconded by F. Emanuele and *unanimously carried* to come out of Executive Session at 8:26 p.m.

Mr. Newton stated that the Council feels that you deserve a lot of credit for standing up for this and not lying or trying to conceal it. They also feel that a mistake was made because the situation wasn't properly assessed.

Motion made by R. Newton seconded by F. Emanuele and *carried* to maintain the one day suspension, execution suspended, and after six months reduced to a written reprimand.

Aye: M. Johnson, E. Faienza, R. Newton, F. Emanuele, J. Demetriades

Nay: A. Waters

Motion carried

b. Officer Pam Young

Motion made by R. Newton seconded by F. Emanuele and *carried* to deny the grievance.

Aye: M. Johnson, E. Faienza, R. Newton, F. Emanuele

Nay: J. Demetriades, A. Waters

Motion carried

Mayor Faienza called for a short recess 8:28 p.m. - 8:33 p.m.

4. Discussion and possible action to approve updating Food Service Establishments Chapter 137.

S. Nesci presented the item.

Motion made by R. Newton seconded by A. Waters and *carried* to approve the ordinance change.

Aye: M. Johnson, A. Waters, E. Faienza, R. Newton, F. Emanuele

Nay: J. Demetriades

Motion carried

1. Discussion and possible action to approve Tax Abatement for 40 Commerce Drive.

Item presented by Stuart Popper. Mr. Ronald Berggren, owner and applicant was introduced to the Council.

Motion made by R. Newton seconded by A. Waters and *unanimously carried* to approve the Tax Abatement for 40 Commerce Drive, for two years at 100%.

2. Discussion and action, Town of Cromwell Sewer Line Easement Removal, 38R Timber Hill Road.

Motion made by A. Waters seconded by J. Demetriades and *unanimously carried* to approve the Town of Cromwell Sewer Line Easement removal for 38 R. Timber Hill Road.

5. Discussion and action to approve Educational Assistance request from Sgt. Parsons.

Chief Lamontagne presented the item.

Motion made by A. Waters seconded by R. Newton and *unanimously carried* to approve up to \$1,000 reimbursement for each seven week semester beginning March 2019 (capped at \$10,000 per Fiscal Year).

E. COMMISSION CHAIRMAN REPORTS/LIASON REPORT/STAFF REPORTS

1. EDC Report for March 2019
2. Board of Education Liaison P. Sousa presented updates regarding recent activities.

F. CITIZEN COMMENTS

None

G. MAYOR'S UPDATE

Mayor Faienza reported:

- Next Monday he along with Deputy Mayor Newton and Town Manager Salvatore will be meeting with the Fire Dist to continue their discussion of finding ways to come together to bring savings to our residents.
- Since several Councilors are not available for the April Meeting, he proposed holding a Special Council Meeting on April 24th.
- He attended a planning meeting today regarding vaping seminars that will be held on April 22nd and April 29th. He and Representative Carpino brought the topic forward and Health Coordinator S. Nesci and Youth Services Administrator K. Puorro are working on the presentation.
- He will be adding Fawn Run back to the agenda because of petitions received by area residents in favor of the project. It is only fair to hear from both sides and then a decision can be made.
- The ground-breaking at Covenant Village was a wonderful event. He and Town Manager Salvatore attending both sessions.
- The Cromwell Division will meet at Mizzo Asian tomorrow at 8 a.m.

H. TOWN MANAGER'S UPDATE

Town Manager Salvatore reported:

- M. Sylvester and J. Harriman were commended for the presentation at Monday evening's Special Town Meeting regarding the Public Works Facility.
- M. Sylvester will address three budget concerns during her update.
- The closing on 1 Community Field Road to 313 Main Street will be tomorrow.
- The Fire District will be displaying information regarding the Public Works Facility Referendum on their electronic signs and website.
- A Council of Governments (COG) Hazardous Household Waste Collection will be held at Woodside Intermediate School on July 20th.

- Due to questions regarding the cost of a space needs study, during the budget process, he advised that the study for the Belden Library cost \$22,275.46 in 2007 and the study for the Senior Study cost \$24,120.40 in 2009.

I. CHIEF OF POLICE'S UPDATE

Chief Lamontagne reported:

- Handed out statistics for February 2019
- Officer Hennessey is in his last phase of his FTO
- Officer Dean and Officer Chater are graduating on March 27, 2019
- Officer Lima is doing well, graduating June 2019
- Officer Dean while off duty this past weekend performed CPR on a pedestrian struck by a motor vehicle in Stonington.
- Dispatcher Kosky should be on his own next month
- Promotional ceremony for Officer McCarter to Sergeant on March 27, 2019. Officer Chater will be introduced as well (he did not have a ceremony prior to going to academy)
- Det. Pietraroia is working with multiple jurisdictions on two break-ins we had at local businesses. This is a similar circumstance in other jurisdictions.

J. PUBLIC WORKS DIRECTOR UPDATE

Director of Public Works L. Spina reported:

- Pavement Management - state low bids for paving have just been awarded earlier this week. It looks like it will be Gallasso Construction again. Since they did a great job for us last year, I look forward to working with them again.
- Spring Programming - have asked the town manager's office to post for seasonal staffing for the upcoming season.
- Spring/Street Cleanup - now that the snow appears to be disappearing; I will sit with the highway Foreman and plan a start date for sweeping the town. We have already begun patching the potholes that are appearing and I will also have them pickup damaged curbing and repair as soon as plants open in April.
- Library Expansion - Steel work continues. Interior work is scheduled to begin in April. This will cause sectional closing within the certain parts of building.

K. FINANCE DIRECTOR'S UPDATE

Director of Finance M. Sylvester reported:

1. Budget Reports

- Budget reports included in the agenda packet reflect activity through the end of February 2019.
- A couple areas of concern have developed:
 - The Registrar of Voters budget looks like it will have a deficit of approximately \$5,000-\$7,000.
 - Legal Expense budget will need a transfer due to higher than anticipated costs.

- Senior Services and Transportation have been hit with a couple personnel matters that could impact their bottom line.
- I am watching these areas closely however we do have a couple of areas that should have a sufficient surplus to cover the deficits, including Insurance and Employee Benefits.

L. FINANCIAL

1. Tax Refunds

Motion made by A. Waters seconded by F. Emanuele and *unanimously carried* to approve 1 - 14.

2. Discussion and action to approve Other Fund Budgets for FY 2019/20.

a. Dog Fund - \$24,024

Motion made by R. Newton seconded by J. Demetriades and *unanimously carried* to approve \$24,024.

b. Sidewalk Fund - \$7,500

Motion made by R. Newton seconded by F. Emanuele and *unanimously carried* to approve \$7,500.

3. Authorize the Mayor to set the date/time for a special town meeting for all four special revenue funds (Dog License Fund, Sidewalk Fund, Sewer Usage Fund and Sewer Assessment Fund).

Motion made by R. Newton seconded by F. Emanuele and *unanimously carried* to authorize the Mayor to set the date/time for a special town meeting for all four special revenue funds.

4. Discussion and action on any unfinished 2019-20 budget matters.

None

M. APPROVAL OF MINUTES

1. Regular Meeting, February 13, 2019

Motion made by J. Demetriades seconded by A. Waters and *carried* to approve the minutes of February 13, 2019.

Aye: M. Johnson, A. Waters, E. Faienza, R. Newton, J. Demetriades

Abstained: F. Emanuele (was unable to attend the meeting)

2. Special Meeting, Budget Workshop, March 4, 2019

Motion made by F. Emanuele seconded by J. Demetriades and *unanimously carried* to approve the minutes of March 4, 2019.

N. COUNCIL LIAISON REPORTS

M. Johnson - Redevelopment

A. Waters -Historical Society & Hartford Saint Patrick's Day Parade

E. Faienza -Redevelopment

R. Newton -CWPCA
F. Emanuele -Board of Education
J. Demetriades -Planning & Zoning

O. ADJOURN

Motion made by R. Newton seconded by A. Waters and *unanimously carried*
to adjourn at 10:15 p.m.

Respectfully submitted,

Re Matus

Re Matus
Secretary