

TOWN OF CROMWELL
TOWN COUNCIL
SPECIAL MEETING
TUESDAY MARCH 27, 2018
4:15 PM TOWN HALL ROOM 224/5

MINUTES

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

Absent: None

Also Present: Town Manager A. Salvatore, Human Resources Coordinator B. Price

A. CALL TO ORDER

Mayor Faienza called the Special Meeting to order at 4:15 p.m.

B. APPROVAL OF AGENDA

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

C. NEW BUSINESS

1. Discussion and action to use Parking area along the South End of River Road for Sunrise Service Parking.

A. Waters requested that a portion of the COA Lease pertaining to Indemnity be read into the record. (Attached to minutes)

Motion made by A. Waters seconded by F. Emanuele and *unanimously carried* to approve use of parking area along the South End of River Road for Sunrise Service Parking.

2. Authorize Town Manager to approve Cromwell Outboard Association request to assign Parking lot to others.

Requests to use the parking lot would be approved by the Town Manager; all other requests would come before the Town Council.

Town Manager Salvatore will contact our insurance carrier and obtain proof of insurance that the Town of Cromwell (landlord) is insured to use town property leased by the COA.

Motion made by A. Waters seconded by J. Demetriades and *unanimously carried* to approve the Cromwell Outboard Association request to assign Parking lot to others.

D. EXECUTIVE SESSION

1. Town Manager Personnel Matter/Councilor M. Johnson's letter
 - a. Action if necessary.

Motion made by A. Waters seconded by F. Emanuele *and unanimously carried* to adjourn to Executive Session at 4:33 p.m.

Town Manager Salvatore and Human Resources Coordinator B. Price were invited into Executive Session.

Motion made by A. Waters seconded by S. Slade *and unanimously carried* to come out of Executive Session at 5:22 p.m.

Motion made by R. Newton seconded by F. Emanuele and *carried* that we did meet in Executive Session regarding this matter and this Council finds no evidence that this item is appropriate.

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

E. ADJOURNMENT

Motion made by S. Slade seconded by F. Emanuele and *unanimously carried* to adjourn the Special Meeting at 5:24 p.m.

Respectfully submitted,

A handwritten signature in cursive script that reads "Re Matus".

Re Matus
Secretary

Board of Selectmen, in their sole discretion, may determine provided, however, that Landlord will observe all applicable rules and regulations of the Cromwell Outboard Boat Association Inc.

7. Dangerous Materials. Tenant shall not keep or store any dangerous, inflammable or explosive materials on the Leased Premises.

8. Insurance. The Tenant shall at his expense obtain Public Liability Insurance covering the interest of the Landlord and the Tenant in the Leased Premises, public liability insurance to be in the amount of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) per occurrence, combined single limits. Tenant and all parties claiming under Tenant hereby release and discharge the amount of ONE MILLION AND 00/100 DOLLARS (\$1,000,000.00) per occurrence, combined single limits. Tenant and all parties claiming under Tenant hereby release and discharge Landlord from all claims and liabilities arising from or caused by any hazard covered by insurance on the Leased Premises or covered by insurance in connection with property on or activities conducted on the Leased Premises regardless of the cause of the damage or loss. The Tenant shall provide a certificate of insurance, and, if requested, copies of the insurance policies, to the Landlord certifying that the insurance is in force and describing the coverage and expiration date and stating that the insurance company shall notify the Landlord in writing not less than sixty (60) days in advance of the expiration, termination restrictive amendment reduction or other change in coverage. Such insurance shall remain in force during the term of this Lease or any extension thereof. Tenant agrees that if such insurance policies are not kept in force during the entire term of this Lease or any extension thereof, Landlord may procure the necessary insurance, pay the premium therefor, and charge such premiums as additional rent or, at its option, Landlord may terminate this Lease.

9. Indemnity. The Tenant shall defend, indemnify and save harmless the Landlord, its officers, agents, servants and employees, on account of any and all claims, damages, losses, litigation, expenses, counsel fees, and compensation, arising out of injuries (including death) sustained by or alleged to have been sustained by the Tenant's officers, agents, servants, employees, invitees, guests or others using the Leased Premises and from injuries (including death) sustained by or alleged to have been sustained by the public or by any other person or property, real or personal (including property of the Landlord) caused in whole or in part by the acts, omissions, or neglect of the Tenant, its officers, agents, servants, employees, invitees, guests or others using the Leased Premises.

10. Assignment and Subletting. Tenant shall not assign or sublet this Lease without the prior written consent of the Landlord.

11. Eminent Domain. If all of the Leased Premises, or any part thereof, as will make the Leased Premises unsuitable for occupancy, is condemned for any public use or purpose by any legally constituted authority, then this Lease shall cease from the time when possession is taken by such public authority.