

Town of Plymouth
80 Main Street
Terryville, CT 06786
www.plymouthct.us

Plymouth Town Council
Tel: (860) 585-4001
Fax: (860) 585-4015

Minutes

April 6, 2021

Call to Order: Mayor David Merchant called the scheduled April 6, 2021, Plymouth Town Council Regular Virtual Zoom meeting to order at 6:02 p.m.

Roll Call: Present for the meeting were Town Councilman Dan Gentile, Town Councilman Joe Green, Mayor David V. Merchant, Town Councilwoman Sue Murawski and Town Councilwoman Roxanne McCann. Excused Absence: Town Councilman John Pajeski. Also in attendance were Town Attorney William Hamzy, Director of Finance Ann Marie Rheault and Public Works Director Charles Wiegert.

Pledge of Allegiance

Town Councilman Dan Gentile led the Town Council Members and the Public Audience in the Pledge of Allegiance.

Adoption of the Agenda

Mayor David Merchant stated he was waiting to hear back from the State of Connecticut regarding possible funding for the new Police Building and therefore Agenda Item #16, "To discuss and take action on a Referendum for a new Police Station" would be removed from the Agenda.

Invocation

Mayor David Merchant stated God Bless the Town of Plymouth and God Bless America for the record.

Acceptance of Minutes (January 5, 2021, March 10, 2021)

Town Councilman Dan Gentile made a motion, seconded by Town Councilman Joe Green, to accept the January 5, 2021, Town Council minutes as presented. This motion was approved unanimously.

Town Councilman Joe Green made a motion, seconded by Town Councilwoman Roxanne McCann, to accept the March 10, 2021, Town Council minutes as presented. This motion as approved unanimously.

Sue Murawski
TOWN CLERK
APR 15 PM 3:51
PLYMOUTH, CT
TOWN CLERK'S OFFICE

Town Council Regular Virtual Zoom Meeting
April 6, 2021
Page Two of Six Pages

Public Comment on Non-Agenda Items

Melanie Church, 328 Main Street, Terryville, commented on Special Elections and the Assessor position.

Erin King, 14 Whitney Court, Plymouth, Democratic Town Committee Chairwoman, commented on the Democratic vacancy on the Board of Education, noting its importance to fill it.

Public Comment on Agenda Items

Melanie Church, 328 Main Street, Terryville, commented on the Executive Session Agenda Item and the WPCA Phosphorus Project.

Mayor's Report

Mayor David Merchant briefly commented, reviewed and updated the following items: Route 6 Paving to Bristol line; Harwinton Avenue Project; COVID Update; consolidation of bank accounts at Thomaston Savings Bank; and LED Lighting in Town Hall.

Finance Directors Report

Mayor David Merchant stated the Financial Report had been distributed previously and if anyone had any questions to please contact him or the Director of Finance.

When questioned by Town Councilman Dan Gentile, Director of Finance Ann Marie Rheault stated any unused departmental budget monies fall into the unassigned general fund balance and briefly elaborated. When questioned by Town Councilman Dan Gentile, Director of Finance Ann Marie Rheault stated the Town did not receive \$2 million dollars in COVID assistance and briefly outlined the funding which the Town had received to-date; a brief discussion followed.

Discuss and take action, as may be necessary, to refund overpayment of Property Taxes to the following: ACAR Leasing \$634.11, \$314.36; Zyta Bukowski \$121.88; Casanova Remodeling Company LLC \$271.08, \$383.14, \$329.10; Corelogic Tax Service \$469.20; Carl Michaud \$572.48; Ernest Pickhardt, Jr. \$49.57; John Rooney \$105.88; VW Credit Leasing LTD \$683.69

Town Councilman Joe Green made a motion, seconded by Town Councilwoman Sue Murawski, to refund overpayment of Property Taxes to the following: ACAR Leasing \$634.11, \$314.36; Zyta Bukowski \$121.88; Casanova Remodeling Company LLC \$271.08, \$383.14, \$329.10; Corelogic Tax Service \$469.20; Carl Michaud \$572.48; Ernest Pickhardt, Jr. \$49.57; John Rooney \$105.88; and VW Credit Leasing LTD \$683.69. This motion was approved unanimously.

Town Council Regular Virtual Zoom Meeting

April 6, 2021

Page Three of Six Pages

Appointments/Reappointments/Resignations: To reappoint Tim Murawski to the Plymouth Police Commission with a term ending on 1/01/2024; to reappoint Mike Maffia to the Plymouth Police Commission with a term ending on 1/01/2024

Town Councilman Joe Green made a motion, seconded by Town Councilwoman Roxanne McCann, to reappoint Tim Murawski to the Plymouth Police Commission with a term ending on 1/01/2024. Vote: Town Councilman Dan Gentile/yes; Town Councilman Joe Green/yes; Town Councilwoman Roxanne McCann/yes; Town Councilwoman Sue Murawski/abstained. Motion passed 3 in favor/1 abstention.

Town Councilwoman Roxanne McCann made a motion, seconded by Town Councilman Joe Green, to reappoint Mike Maffia to the Plymouth Police Commission with a term ending on 1/01/2024. This motion was approved unanimously.

To appoint Joe Green to the Real Estate Committee

Town Councilman Dan Gentile made a motion, seconded by Town Councilwoman Sue Murawski, to appoint Joe Green to the Real Estate Committee. Vote: Town Councilman Dan Gentile/yes; Town Councilman Joe Green/abstained; Town Councilwoman Roxanne McCann/yes; Town Councilwoman Sue Murawski/yes. Motion passed 3 in favor/1 abstention.

Discuss and take action to authorize the Mayor to sign the First Amendment to Acceptable Recyclables Processing Agreement

Public Works Director Charles Wiegert gave a brief overview of the Acceptable Recyclables, noting the main changes were the date and some new language that handles the COVID pandemic.

When questioned by Town Councilman Dan Gentile, Public Works Director Charles Wiegert stated it was not worth the Town selling recyclables itself at this time and briefly elaborated.

When questioned by Town Councilwoman Roxanne McCann, Public Works Director Charles Wiegert noted the State of Connecticut was pushing to have municipalities get their solid waste and recycling numbers down and briefly elaborated.

Town Councilwoman Sue Murawski made a motion, seconded by Town Councilwoman Sue Murawski, to authorize the Mayor to sign the First Amendment to Acceptable Recyclables Processing Agreement. This motion was approved unanimously.

**Town Council Regular Virtual Zoom Meeting
April 6, 2021
Page Four of Six Pages**

To discuss and take action on a Referendum for the WPCA Phosphorus Project

Mayor David Merchant gave a brief summary regarding the WPCA Phosphorus Project, and read correspondence pertaining to the project received from WPCA Chairman George Andrews. He further stated that George Andrews would be present to answer questions at the Public Hearing, which would proceed a Referendum for the WPCA Phosphorus Project. A brief discussion took place regarding the funding for the WPCA Phosphorus Project.

Town Councilman Dan Gentile made a motion, seconded by Town Councilman Joe Green, to send the WPCA Phosphorus Project out to Referendum. This motion was approved unanimously.

To set a Public Hearing date for the WPCA Phosphorus Project, as may be necessary

Town Councilwoman Sue Murawski made a motion, seconded by Town Councilwoman Roxanne McCann, to set a Public Hearing date for the WPCA Phosphorus Project for May 4, 2021, prior to the Plymouth Town Council's Regular meeting. This motion was approved unanimously.

Other Business

No report.

Town Council Liaison Reports

Town Councilman Joe Green stated he had nothing to report on at this time.

Town Councilman Dan Gentile stated the Budget was the biggest topic with everyone right now.

Town Councilwoman Sue Murawski stated the Board of Finance has been meeting twice per month for Budget season; noting they would be finalizing their proposed Budget this Thursday to bring to the Joint Meeting scheduled for May 19th. She further stated last night the Board of Education was discussed at the Board of Finance meeting, noting it looked like they might have an increase of approximately \$350,000. Town Councilwoman Sue Murawski stated a Memorandum of Understanding was discussed to that they can use the Sinking Fund in the coming year for their expenses.

Town Councilwoman Roxanne McCann stated she had nothing to report on at this time.

Town Council Comments

Town Councilwoman Roxanne McCann stated she had no Town Council comments at this time.

Town Councilwoman Sue Murawski stated she had no Town Council comments at this time.

**Town Council Regular Virtual Zoom Meeting
April 6, 2021
Page Five of Six Pages**

Town Council Comments Cont'd.

Town Councilman Dan Gentile stated he had no Town Council comments at this time.

Town Councilman Joe Green stated he had no Town Council comments at this time.

Executive Session to discuss Personnel

Town Councilwoman Sue Murawski made a motion, seconded by Town Councilman Joe Green, to move into Executive Session at 6:43 p.m., to discuss Personnel. This motion was approved unanimously.

Present for the Executive Session were Town Councilman Dan Gentile, Town Councilman Joe Green, Town Attorney William Hamzy, Mayor David Merchant, Town Councilwoman Sue Murawski and Town Councilwoman Roxanne McCann.

Mayor David Merchant called the Plymouth Town Council back into Regular Session at 7:09 p.m.

Action, as may be necessary, from Executive Session

Town Councilwoman Sue Murawski made a motion, seconded by Town Councilwoman Roxanne McCann, to settle the lawsuit brought by Ronda Porrini entitled Ronda Porrini, et al vs Town of Plymouth, Docket # UWY-CV-18-6040794 in accordance with the terms outlined in the Memo from Attorney Hamzy to the Town Council dated March 30, 2021. The parameters of the agreement are as follow:

The Town will provide the same health insurance to the Porrini's as it provides to all other retirees.

The Porrini's will continue to make the required cost-sharing payments in accordance with the terms of the Aug 8, 2012 Retirement Agreement between the Town and Ronda Porrini

On/before January 31 and August 31 of each year, Ronda Porrini will submit all of the Porrini's Explanations of Benefit (EOB's) to the Town's Director of HR

The Director will review them to determine if they are eligible for reimbursement

The Director will calculate the total out of pocket costs to the Porrini's and the Town will reimburse the Porrini's 95% of the eligible total cost as indicated in the submitted EOB's

The Town will issue a payment to Ronda Porrini in the sum of \$13,423 which is 95% of the total out of pocket costs the Porrini's incurred in the submitted EOB's from July 2017 through December 2020

**Town Council Regular Virtual Zoom Meeting
April 6, 2021
Page Six of Six Pages**

Action, as may be necessary, from Executive Session Cont'd.

This agreement will be in effect unless Ronda Porrini has passed, the required cost-sharing payments are not made by the due date, or Ronda Porrini has turned 65

Vote: Town Councilman Dan Gentile/yes; Town Councilman Joe Green/yes; Town Councilwoman Roxanne McCann/yes; Town Councilwoman Sue Murawski/yes. Motion passed unanimously.

Adjournment

There being no further business of the Plymouth Town Council, Town Councilwoman Roxanne McCann made a motion, seconded by Town Councilman Joe Green, to adjourn at 7:13 p.m. This motion was approved unanimously.

Respectfully Submitted,

Patricia A. Hale
Recording Secretary

DOCKET NO. UWY CV 18 6040794 S : SUPERIOR COURT
PORRINI, RONDA & MICHAEL : NEW BRITAIN JD
VS. : AT NEW BRITAIN
TOWN OF PLYMOUTH : OCTOBER 2, 2018

DEFENDANT'S ANSWER TO PLAINTIFFS'S COMPLAINT

Count I, Temporary & Permanent Injunction

1. The Defendant has no knowledge to form an opinion as to the truth or falsity of this allegation and thereby leaves the Plaintiffs to their proof.
2. The Defendant has no knowledge to form an opinion as to the truth or falsity of this allegation and thereby leaves the Plaintiffs to their proof.
3. The Defendant admits this paragraph.
4. The Defendant admits this paragraph.
5. The Defendant admits this paragraph.
6. The Defendant denies this paragraph.
7. The Defendant admits this paragraph.
8. The Defendant has no knowledge to form an opinion as to the truth or falsity of this allegation and thereby leaves the Plaintiffs to their proof. (No Exhibit A attached.)

HAMZY LAW FIRM, LLC
10 FARMINGTON AVENUE
BRISTOL, CT 06010

(860) 589-6525
FAX# (860) 589-7370

9. The Defendant has no knowledge to form an opinion as to the truth or falsity of this allegation and thereby leaves the Plaintiffs to their proof. (No Exhibit A attached.)
10. The Defendant has no knowledge to form an opinion as to the truth or falsity of this allegation and thereby leaves the Plaintiffs to their proof.
11. The Defendant admits this paragraph.
12. The Defendant admits this paragraph.
13. Paragraph 13 missing from Complaint.
14. The Defendant admits this paragraph.
15. The Defendant denies this paragraph.
16. The Defendant has no knowledge to form an opinion as to the truth or falsity of this allegation and thereby leaves the Plaintiffs to their proof.
17. The Defendant has no knowledge to form an opinion as to the truth or falsity of this allegation and thereby leaves the Plaintiffs to their proof.
18. The Defendant has no knowledge to form an opinion as to the truth or falsity of this allegation and thereby leaves the Plaintiffs to their proof.
19. The Defendant has no knowledge to form an opinion as to the truth or falsity of this allegation and thereby leaves the Plaintiffs to their proof.
20. The Defendant denies this paragraph.
21. The Defendant denies this paragraph.

22. The Defendant has no knowledge to form an opinion as to the truth or falsity of this allegation and thereby leaves the Plaintiffs to their proof.

23. The Defendant admits this paragraph.

24. The Defendant denies this paragraph.

25. The Defendant has no knowledge to form an opinion as to the truth or falsity of this allegation and thereby leaves the Plaintiffs to their proof.

26. The Defendant denies this paragraph.

27. The Defendant denies this paragraph.

28. The Defendant denies this paragraph.

Count II, Breach of Contract

1-20. The Answers to Paragraphs 1-20 of Count I are hereby incorporated by reference as if fully set forth herein.

21. The Defendant admits this paragraph.

22. The Defendant denies this paragraph.

23. The Defendant denies this paragraph.

Count III, Violation of the Connecticut Unfair Trade Practices Act

1-20. The Answers to Paragraphs 1-20 of Count II are hereby incorporated by reference as if fully set forth herein.

21. The Defendant admits this paragraph.

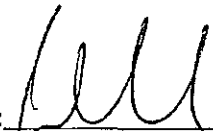
22. The Defendant denies this paragraph.
23. The Defendant denies this paragraph.
24. The Defendant denies this paragraph.

Count IV, Breach of Contract (Third Party Beneficiary)

1-20. The Answers to Paragraphs 1-20 of Count III are hereby incorporated by reference as if fully set forth herein.

21. The Defendant denies this paragraph.
22. The Defendant denies this paragraph.

Defendant

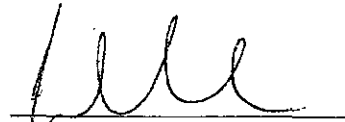
By: 

William A. Hamzy, Esq.
The Hamzy Law Firm, LLC
140 Farmington Ave.
Bristol, CT 06010
Juris No.: 415138
Phone: (860)589-6525

CERTIFICATION

I hereby certify that a copy of the foregoing Answer was electronically mailed this 2nd day of October, 2018 to the following:

John P. Sponheimer, Esq.
277 Wakelee Ave.
Ansonia, CT 06401
lawyers@hoylespon.com



William A. Hamzy
Commissioner of the Superior Court

☐ HAMZY LAW FIRM, LLC
10 FARMINGTON AVENUE
BRISTOL, CT 06010

(860) 589-6525
FAX# (860) 589-7370



Town of Plymouth

Private & Confidential

6/30/2017

Rhonda Porrini – This letter is a follow up to the notice of Annual Open Enrollment for the Town of Plymouth.

Effective 7/1/2017 the Town has moved to a High Deductible Healthcare plan. The details for this plan were previously included in the mailing you got earlier in the month. If you would like any assistance in understanding the plan, please reach out and we will advise you of the meeting times.

Based on your retirement package, the contribution explanation for the Medical cost sharing arrangement with the Town is \$125.07 (this is your premium at zero cost share and your spouse at 16%)

If you feel the attached is not correct, please contact Jenn at 860-567-4154 or 860-585-4053 or email to jmarecki@thehrdesk.com we will promptly respond.

As always payments are due to the office by the first of the month that is being covered, (ex. July 1 for July coverage). There is a grace period for July of 30days due to the late notice.

Please submit checks to the:

**Town of Plymouth,
Office of the Comptroller - Medical contribution
80 Main Street, Terryville, CT 06786**

Thank you for your attention to this.

Sincerely,

Dave Merchant, Mayor

c.c. Jenn Marecki, HR
c.c. Dawn Kowalski



TOWN OF PLYMOUTH

Office of the Mayor

80 Main Street

Terryville, CT 06786

Phone: (860) 585-4001

Fax: (860) 585-4015

May 28, 2015

Mrs. Ronda Porrini
Email: rporrini02@snet.net

Dear Ronda:

We have received confirmation from the Attorneys that the coverage you have the option of continuing in, would be, Single coverage only, at a 14% cost share to you.

Therefore, we will need you to submit the back-due contributions in the amount of \$3,626.49, going back to the date of July 1, 2013. We will waive the coverage costs for your spouse since he technically was not eligible to be covered.

You may elect to continue coverage effective July 1, 2015, as an individual.

Going forward the monthly amount due for Employee coverage will be \$132.33, which would be submitted to the Town of Plymouth, attention Comptroller's Office, 80 Main Street, Terryville, CT 06786. This will be due by the first day of each month. If the Town does not receive the past due cost share by July 1, 2015, we will assume you have elected coverage elsewhere.

Sincerely,

David V. Merchant

Mayor

DVM/ph

Copy: Jennifer Marecki, Human Resource Director

I - #15

II - #22 + 23

III - #22 + 23

IV - #21 + #22

SCHEDULE A



Town of Plymouth

Comptroller's Office

August 8, 2012

To: Ronda Porrini

From: David J. Bertnagel, Finance Director

Re: Retirement of Ronda Porrini effective 9/1/2012

Ronda,

Based upon our conversations your tentative retirement package for the Town of Plymouth will provide you with the following benefits:

1. Payouts for accrued vacation, sick, personal and holiday will be made payable by September 15, 2012;
2. Final pension estimates are in the process of being prepared by our actuaries. The Town will provide you with an additional 2.50 years of service for a total of 27.50 years.
3. The town will provide you and your spouse with medical coverage pursuant to the Town's benefit plan in place as of 8/31/2012. At age 65, you and your spouse will be provided the Medicare Supplement plan that the Town provides at that time (you will be responsible for obtaining a credible Medicare part D plan; (I will discuss this with you). You will be responsible to make cost sharing payments to the Town of Plymouth effective October 1, 2012. The cost sharing will be the difference between the plan that you have less a single plan (presently you have a couple plan, so this would be couple plan cost minus single plan cost times 14%). The maximum amount of co-payment will 20% and the percentage is based on the union current union rate;
4. You are responsible for making any changes to addresses, phone numbers, or corrections of beneficiaries to the Town and/or respective agencies handling your insurances and/or pension benefits;
5. You must return any Town issued equipment and make arrangements with your supervisor to do same;
6. As a result of your retirement on September 1, 2012, you agree to provide up to 100 hours of training to a new person placed into your job or a similar type job should the Town fill this position. You will be compensated at a rate of \$30 (thirty) per hour of training to be paid through accounts payable of the Town;
7. Your effective date of retirement for the Town Pension is September 1, 2012..

SUMMONS - CIVIL

JD-CV-1 Rev. 4-16
 C.G.S. §§ 51-346, 51-347, 51-349, 51-350, 52-45a,
 52-48, 52-259, P.B. §§ 3-1 through 3-21, 8-1, 10-13

STATE OF CONNECTICUT
SUPERIOR COURT

www.jud.ct.gov



See other side for instructions

- "X" if amount, legal interest or property in demand, not including interest and costs is less than \$2,500.
- "X" if amount, legal interest or property in demand, not including interest and costs is \$2,500 or more.
- "X" if claiming other relief in addition to or in lieu of money or damages.

TO: Any proper officer; BY AUTHORITY OF THE STATE OF CONNECTICUT, you are hereby commanded to make due and legal service of this Summons and attached Complaint.

Address of court clerk where writ and other papers shall be filed (Number, street, town and zip code) (C.G.S. §§ 51-346, 51-350) 300 Grand Street, Waterbury, CT 06702		Telephone number of clerk (with area code) (203) 591-3300	Return Date (Must be a Tuesday) June 26, 2018 Month Day Year
<input checked="" type="checkbox"/> Judicial District <input type="checkbox"/> Housing Session	<input type="checkbox"/> G.A. Number	At (Town in which writ is returnable) (C.G.S. §§ 51-346, 51-349) Waterbury	Case type code (See list on page 25) Major: Minor: 90

TOWN CLERK'S OFFICE
 RECEIVED
 18 MAY 18
 PLYMOUTH, CT

For the Plaintiff(s) please enter the appearance of:

Name and address of attorney, law firm or plaintiff if self-represented (Number, street, town and zip code) John P. Sponhelmer		Juris number (to be entered by attorney only) 060675
Telephone number (with area code) (203) 735-9556	Signature of Plaintiff (If self-represented)	
The attorney or law firm appearing for the plaintiff, or the plaintiff if self-represented, agrees to accept papers (service) electronically in this case under Section 10-13 of the Connecticut Practice Book. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Email address for delivery of papers under Section 10-13 (if agreed to) lawyers@hoylespon.com

Number of Plaintiffs: Number of Defendants: Form JD-CV-2 attached for additional parties

Parties	Name (Last, First, Middle Initial) and Address of Each party (Number, Street, P.O. Box, Town, State, Zip, Country, if not USA)	
First Plaintiff	Name: Porrini, Ronda Address: 242 Town Line Road, Bristol, CT 06010	P-01
Additional Plaintiff	Name: Porrini, Michael Address: 242 Town Line Road, Bristol, CT 06010	P-02
First Defendant	Name: Town of Plymouth Address: 80 Main Street, Terryville, CT 06786	D-01
Additional Defendant	A TRUE & ATTESTED COPY	
Additional Defendant	DAVID J. CAREY STATE MARSHAL LITCHFIELD COUNTY	
Additional Defendant	f60-455-9932	

Notice to Each Defendant

1. **YOU ARE BEING SUED.** This paper is a Summons in a lawsuit. The complaint attached to these papers states the claims that each plaintiff is making against you in this lawsuit.
2. To be notified of further proceedings, you or your attorney must file a form called an "Appearance" with the clerk of the above-named Court at the above Court address on or before the second day after the above Return Date. The Return Date is not a hearing date. You do not have to come to court on the Return Date unless you receive a separate notice telling you to come to court.
3. If you or your attorney do not file a written "Appearance" form on time, a judgment may be entered against you by default. The "Appearance" form may be obtained at the Court address above or at www.jud.ct.gov under "Court Forms."
4. If you believe that you have insurance that may cover the claim that is being made against you in this lawsuit, you should immediately contact your insurance representative. Other action you may have to take is described in the Connecticut Practice Book which may be found in a superior court law library or online at www.jud.ct.gov under "Court Rules."
5. If you have questions about the Summons and Complaint, you should talk to an attorney quickly. **The Clerk of Court is not allowed to give advice on legal questions.**

Signed (Sign and "X" proper box)	<input checked="" type="checkbox"/> Commissioner of the Superior Court <input type="checkbox"/> Assistant Clerk	Name of Person Signing at Left John P. Sponhelmer	Date signed 05/08/2018
----------------------------------	--	--	---------------------------

If this Summons is signed by a Clerk: a. The signing has been done so that the Plaintiff(s) will not be denied access to the courts. b. It is the responsibility of the Plaintiff(s) to see that service is made in the manner provided by law. c. The Clerk is not permitted to give any legal advice in connection with any lawsuit. d. The Clerk signing this Summons at the request of the Plaintiff(s) is not responsible in any way for any errors or omissions in the Summons, any allegations contained in the Complaint, or the service of the Summons or Complaint.	For Court Use Only		
	File Date		
I certify I have read and understand the above:	Signed (Self-Represented Plaintiff)	Date	Docket Number

RETURN DATE: JUNE 12, 2018

SUPERIOR COURT

RONDA PORRINI AND

J.D. OF WATERBURY

MICHAEL PORRINI

VS.

AT WATERBURY

TOWN OF PLYMOUTH

APRIL 30, 2018

VERIFIED COMPLAINT

Count I, Temporary & Permanent Injunction

1. Ronda Porrini is a resident of the State of Connecticut living in Bristol, Connecticut.
2. Michael Porrini is a resident of the State of Connecticut living in Bristol, Connecticut and is the spouse of Plaintiff, Ronda Porrini.
3. The Town of Plymouth is a municipality within the State of Connecticut as defined by Connecticut General Statutes.
4. From April 28, 1987 through September 1, 2012, Ms. Porrini was an employee of the Town of Plymouth and a member of Plymouth Secretarial, Clerical and Custodial Employees Local 1303-151 of Council #4, American Federation of State, County and Municipal Employees, AFL-CIO.

5. At the time of her retirement, Ms. Porrini was employed as the Administrative Assistant to the Land Use Department.

6. At all times mentioned herein, David J. Bertnagel, was the Comptroller for the Town of Plymouth. He no longer holds that position.

7. As Comptroller, Bertnagel was responsible for the financial management of the Town.

8. On June 8, 2009, the Plaintiff, along with all other employees of the Town of Plymouth, received a memorandum offering a "Golden Handshake" Incentive Package ("hereinafter referred to as "Incentive Package") from Mayor Festa, Comptroller Bertnagel and the Board of Finance. See Exhibit A attached hereto.

9. Pursuant to the terms of the memorandum, those employees interested in discussing the "incentive Package" were to contact the Human Resource Director or the Mayor's Office.

10. In or about September, 2009 Ms. Porrini notified Mr. Bertnagel of her interest in exercising the "Golden Handshake" and requested information regarding its terms.

11. On August 8, 2012 Mr. Bertnagel finalized the Incentive Package to be received by Ms. Porrini in a Memorandum from him to her. See Exhibit B attached hereto.

12. Ms. Porrini retired from the Town of Plymouth effective September 1, 2012 and thereafter began receiving monthly pension payments in an amount that took into consideration an additional 2.5 years of service which was added to her years of service pursuant to the terms of the "Incentive Package".

14. Pursuant to the terms of the "Incentive Package", the Town agreed to provide Ms. Porrini and her Husband with medical coverage pursuant to the Town's benefit plan in place as of August 31, 2012.

15. Pursuant to the terms of the "Incentive Package", Ms. Porrini was to continue on the health insurance policy of the Town at no cost and Mr. Porrini was to continue on the health insurance policy of the Town at a cost of 14% of the single plan (modifiable, but not to exceed 20% of a single plan).

16. The Plaintiff inquired of Bertnagel in September, 2012 what the cost sharing amount would be and was initially told that it did not need to be paid as "they kept everyone on for a little while so we will keep you in until the end of the year."

17. In January, 2013 Ms. Porrini again inquired of the cost sharing amount and was told that they would be kept on until the end of the fiscal year- June 30, 2013.

18. In July, 2013, Ms. Porrini confronted Mr. Bertnagel personally about the cost and he stated "I am working on it".

19. On the advice of a town employee, she began to escrow monthly payments so that she would be prepared to write one check for payments due.

20. On May 7, 2015 Ms. Porrini received a COBRA Continuation Coverage Election Notice, in essence advising her that the Town was not going to continue to provide insurance as the parties had agreed and that coverage would terminate as of June 30, 2015.

21. Pursuant to the notification received by Ms. Porrini, the monthly cost of the COBRA benefit, which would continue only for a period of eighteen months, is Two Thousand Thirty Eight Dollars and Forty Cents (\$2038.40), One Hundred and Forty (\$140.00) Dollars less than Ms. Porrini's monthly pension benefit.

22. Mr. Porrini suffers from a medical condition for which he is currently being treated with medication. The cost of the medication without insurance is One Thousand (\$1000.00) Dollars per pill. Mr. Porrini must take one pill each day for a total monthly cost of Thirty Thousand (\$30,000.00) Dollars.

23. Based upon information and belief, Ms. Porrini was one of many employees who accepted the offer of an "Incentive Package".

24. Based upon information and belief, none of the other employees who accepted the "Incentive Package" have received a COBRA notification and their family members are still receiving health insurance benefits pursuant to the terms of the "Incentive Package".

25. The Plaintiffs will suffer irreparable harm if the Defendant fails to honor the "Incentive Package", which includes continuation of health insurance, in that they are unable to afford health care coverage and/or the cost of the medication for Mr. Porrini's treatment.

26. The Defendant should be enjoined from removing Mr. Porrini as an insured under its health insurance policy and requiring Ms. Porrini to pay a portion of her health insurance cost.

27. The balancing of the equities, including the reliance of the Plaintiffs' on the representations of the Defendant, favor the granting of the equitable relief sought herein.

28. Under the foregoing circumstances, a temporary and permanent injunction should issue enjoining the Defendant from removing Mr. Porrini as an insured under the health insurance policy and requiring Ms. Porrini to pay a portion of her health insurance cost.

Count II, Breach of Contract

1-20. Paragraphs 1-20 of Count I are incorporated by reference as if fully set forth herein.

21. The Defendant offered and the Plaintiff, Ms. Porrini, accepted the terms of the "Incentive Package", thereby giving rise to a contract between the parties.

22. The Defendant has breached the contract by removing Mr. Porrini as an insured under the health insurance plan of the Town and requiring Ms. Porrini to contribute to her health care coverage.

23. As a result of the foregoing, the Plaintiff will sustain monetary damages in an amount to be proven at trial.

Count III, Violation Of The Connecticut Unfair Trade Practices Act

1-20. Paragraphs 1-20 of Count II are incorporated by reference as if fully set forth herein.

21. The Connecticut Unfair Trade Practices Act, C.G.S. § 42-110b et seq. ("CUTPA") forbids conduct that, without necessarily having been unlawful, offends public policy as established by common law, statute, or other established concept of unfairness; or which is immoral, unethical, or unscrupulous; or which causes substantial injury to consumers, competitors, or other business people.

22. The above-described acts of Defendant in luring the Plaintiff to retire from the town of Plymouth and then unilaterally revoke one of the terms bargained for as part of her retirement offends public policy as established by the common law, established concepts of fairness, and are immoral, unethical and unscrupulous.

23. As a result of the Defendant's acts, as aforesaid, the Plaintiffs will sustained monetary damages, including incurring substantial attorney's fees to attempt to protect their rights under the afore-mentioned contract.

24. The Plaintiffs are further entitled to punitive damages and attorney's fees as provided for by CUTPA.

Count IV, Breach of Contract (Third party Beneficiary)

1-20. Paragraphs 1-20 of Count II are in incorporated by reference as if fully set forth herein.

21. As part of the "Incentive Package" offered by the Defendant, the Defendant intended to create a direct benefit and assume an obligation to the Plaintiff, Mr. Porrini, to maintain health insurance for his benefit.

22. The Defendant breached its contract with the third party beneficiary, Mr. Porrini, by refusing to continue to maintain health insurance for his benefit.

WHEREFORE, Plaintiffs respectfully demand:

1. Injunctive and other equitable relief pursuant to Count I;
2. Money damages as to Counts II ,III, and IV;
3. Punitive damages and attorney's fees as to Count III;

4. Costs; and
5. Any other relief in law or in equity deemed appropriate by the Court.

THE PLAINTIFFS,

By: 

John P. Sponheimer
277 Wakelee Avenue
Ansonia, CT 06401
Tel. 203-735-9556
Juris No. 060675

A TRUE & ATTESTED COPY

DAVID J. CAREY
STATE MARSHAL
LITCHFIELD COUNTY

RETURN DATE: JUNE 12, 2018

SUPERIOR COURT

RONDA PORRINI AND

J.D. OF WATERBURY

MICHAEL PORRINI

VS.

AT WATERBURY

TOWN OF PLYMOUTH

APRIL 30, 2018

STATEMENT OF AMOUNT IN CONTROVERSY

Plaintiff states that the amount in controversy in this matter exceeds the sum of Fifteen Thousand Dollars (\$15,000.00).

THE PLAINTIFFS,
RONDA and MICHAEL PORRINI

By: 

John P. Sponheimer
277 Wakelee Ave.
Ansonia, CT 06401
Tel. 203-735-9556
Juris No. 060675

A TRUE & ATTESTED COPY

DAVID J. CAREY
STATE MARSHAL
LITCHFIELD COUNTY

VERIFICATION

I, Ronda Porrini, have reviewed the allegations of the foregoing
Verified Complaint and state under oath that they are true and accurate
to the best of my knowledge.

Ronda Porrini
Ronda Porrini, Affiant

Subscribed and sworn to before me this 1st day of Mar,
2018.

John P. Sponheimer
Commissioner of the Superior Court

I, Michael Porrini, have reviewed the allegations of the foregoing
Verified Complaint and state under oath that they are true and accurate
to the best of my knowledge.

Michael Porrini
Michael Porrini, Affiant

Subscribed and sworn to before me this 3 day of May,
2018 for Michael Porrini Only

Marilyn J. [Signature]
Commissioner of the Superior Court
notary public
my comm exp 6/30/19