

RECEIVED FOR FILING
1/13 2017 at 8:46 P.M.
TOWN CLERK'S OFFICE
CROMWELL, CONN.

TOWN OF CROMWELL
TOWN COUNCIL
REGULAR MEETING

01-13-17P03:46 RCVD WEDNESDAY JANUARY 11, 2017
7:00 PM TOWN HALL ROOM 224/5

Gloria Pruders, Asst
TOWN CLERK

MINUTES

Present: Mayor E. Faienza, Deputy Mayor R. Newton, E. Wenners, S. Slade,
F. Emanuele (left the meeting at 8:45 p.m.), A. Waters, T. Tokarz

Absent:

Also Present: Town Manager A. Salvatore, Chief of Police D. LaMontagne, Director
Public Works L. Spina, Director of Finance M. Sylvester, Director of Health W. Bell,
Building Official D. Jolley, Director of Recreation and Youth Services C. Rusack, Public
and Press

A. CALL TO ORDER

Mayor Faienza called the meeting to order at 7:23 p.m.

B. PLEDGE OF ALLEGIANCE

A. Waters led the Pledge of Allegiance.

C. APPROVAL OF AGENDA

Request to move New Business Items #1 and #3 up to after approval of agenda
were made.

Motion made by E. Wenners seconded by A. Waters and *unanimously carried*
to approve the agenda as amended moving New Business items #1 and #3 to after
approval of agenda.

1. Discussion and action to approve amending:

Director of Health W. Bell presented items a - c.

a. Chapter 146-14, Septic System Maintenance

Motion made by A. Waters seconded by S. Slade and *unanimously carried* to
deny.

b. Chapter 151-46, Outdoor Wood-burning furnaces

Motion made by A. Waters seconded by S. Slade and *unanimously carried*
to table.

c. Chapter 150-6, Landlord Registration

Motion made by A. Waters seconded by S. Slade and *unanimously carried* to
deny.

d. Chapter 99, Building Construction

Building Official D. Jolley presented item d.

Motion made by R. Newton seconded by S. Slade and *unanimously carried* to table.

3. Discussion and action to appoint a Senior/Human Services Director.

Town Manager Salvatore presented the item.

Motion made by R. Newton seconded by F. Emanuele and *unanimously carried* to approve appointing Amy Saada as Senior/Human Services Director.

Ms. Saada was given the opportunity to say a few words and received a warm welcome from the Council.

D. COMMISSION CHAIRMAN REPORTS/LIASON REPORT

EDC Coordinator S. Popper submitted a written report that was attached to the agenda.

Liaison P. Sousa reported on recent Board of Education events.

E. CITIZEN COMMENTS

1. R. Waters, South Street - Stated that roads are in poor condition and funds should be used to fix them before anything is spent on Park Improvements.

F. MAYOR'S REPORT

Mayor Faienza reported:

Mayor Faienza answered R. Waters' comment; Funds that are being used to make improvements to Cromwell Landing are grant funds and cannot be used to fix roads.

- Business Tours will start again on January 25th.
- He will be meeting with Fire District President F. Seidl, Fire District Vice President C. Murphy, Executive Director M. Dagostino, Deputy Mayor Newton and Town Manager Salvatore to discuss ways they can combine services and provide savings to the taxpayers.
- Copies of this year's audit were distributed to Council Members. Finance Director Sylvester will give an overview during her report.
- He is looking into dates in February for the proposed joint meeting of the Board of Education, Board of Finance and Town Council.
- He attended the Council of Small Towns earlier in the day.
- The Cromwell Division of the Chamber will be meeting here tomorrow in the Arch Room at 7:45 a.m.
- There will be a Grand Opening Saturday, January 14th at 9:00 a.m. of Energy Zone Fitness, located at 199 Shunpike Road.
- He gave kudos to the Police and Fire Department for the ice rescue earlier in the day at Adelbrook.

G. TOWN MANAGER'S REPORT

Town Manager Salvatore presented:

An overview of the accomplishments that we (the Council, Board of Finance and staff) made for calendar year 2016 and fiscal year 15/16.

- The Town Hall elevator.
- The Town Hall parking lot, repaving and extension.
- The lights at Pierson Park.
- The Splash Pad.
- Hired 3 directors.
- Retained the AAA bond rating.
- The Raymond Road Project.
- The Streetlight purchase and replacements.
- The Walking Trail at Evergreen Hill Park.
- Three Union Contracts were negotiated.
- Combined the WPCA with the Tax Department.

Town Manager Salvatore continued with his monthly report:

- He was re-appointed the Council of Government (COG) Executive Board.
- At today's Council of Small Town's (COST) Annual Meeting he was appointed to their Board of Director's.
- The bill for the lights on the Football Field is very high. The Board of Education will be asked to share the cost.
- The Dog Park remains closed.
- The State Budget cuts are a concern.
- The Budget Process has started; a calendar was included in the packet.
- The Civilian Dispatchers Union requested to begin contract negotiations.
- Planning will begin for the Library Expansion.
- Gave Mr. Gere kudos for the excellent job he did filling in as the Interim Senior/Human Services Director.
- Spoke regarding the Fire Department's Santa's Run. It was planned the Saturday before the Christmas Holiday and was rescheduled for the Monday before Christmas due to increment weather. This made it extremely difficult for the Human Service Staff giving them only two days to get the toys sorted. Jim Gere and Lisa Olson did an outstanding job getting the toys ready for distribution. Next year's Santa's Run should be scheduled much earlier in the month.

Mayor Faienza commented that the Santa's Run should be combined with the Tree Lighting Ceremony and held early in December.

H. CHIEF OF POLICE'S REPORT

The monthly Incident report was distributed for December.

Chief LaMontagne reported:

- There was an increase in calls for service in December.
- Sgt. Mantel retired on December 23rd. He was the senior Sergeant and will be missed.

- A new officer, Mitchell Brooks, was hired; due to the Holidays his ceremonial swearing-in will be held in June when he graduates from the academy.
- They are starting work on the budget.
- Chicago Sam's is holding a fund-raiser for the new K-9 on Sunday, January 29th from 1 -5 p.m.
- At 9:40 a.m. this morning they received a 911 call from Adelbrook because a student was walking on and then fell through the ice. Chief LaMontagne gave kudos to Dispatcher Downes, Sgt. Bengston, Officers Carlson, Pietraroia and Augenstein and the Cromwell Fire Department for their efforts in the rescue.

I. PUBLIC WORK DIRECTOR'S REPORT

Director of Public Works L. Spina reported:

- Elevator Modernization was completed on December 23rd and elevator has been put back into service. Otis will be here on Monday, January 16, to replace the door rollers. Building Maintenance staff will be painting exterior doors.
- Curbside Christmas Tree Collection is being done this week. I expect to be completed by week's end.
- Street Light Project - LED replacements going well. As of last Friday, they had installed 518. We expect to complete project by late January, or first week of February.
- Qualifications packages for North Road Extension bridge replacement have been received. Interviews with five consulting firms are scheduled for January 19th. (Federal Local Bridge Program grant)
- Assuming the appropriation passes Town Meeting, an RFQ for Coles Road reconstruction engineering services will be issued at the end of the month. (LOTICIP grant)
- Realignment of County Line Drive. Consulting engineer has completed design, the application before Rocky Hill Wetlands Commission will be accepted and heard January 11th at 6pm. Decision anticipated at next month's meeting.
- MS4 - annual report completed (its available on Town website for anyone interested). Engineering Department working on incorporating costs into next year's budget to comply with the revised regulations that come into effect July 1, 2017.

J. FINANCE DIRECTOR'S REPORT

Finance Director Sylvester reported:

- Presented an overview of the Audit Report.
- This month's budget reports included a quarterly summary.
- The town took a cut of approximately \$84,000 on ECS.
- LOCIP funds were cut.
- They are moving forward with next year's budget process.

K. FINANCIAL

1. Budget Reports

Finance Director Sylvester reported that the Expenditures are on target and there are no issues with the revenue.

2. Tax Refunds

Motion made by A. Waters seconded by S. Slade and *unanimously carried* to approve tax refunds 1 - 19.

L. STAFF REPORTS

EDC written report was attached to agenda packet.

M. UNFINISHED BUSINESS

1. Continue discussion and possible action on Solid Waste Report. - Tabled
Left tabled
2. To consider and act upon Library Expansion Project. -Tabled
Left tabled

N. NEW BUSINESS

1. Discussion and action to approve amending:
Moved to beginning of meeting.
 - a. Chapter 146-14, Septic System Maintenance
 - b. Chapter 151-46, Outdoor Wood-burning furnaces
 - c. Chapter 150-6, Landlord Registration
 - d. Chapter 99, Building Construction

2. Discussion and action to approve updated Town of Cromwell/Field/Facility Use Policy.
Director of Recreation and Youth Services C. Rusack presented the item and gave an overview of the updates. He requested that on page 3 the Third Priority Users fee be changed to \$50.00 per hour and the date in the last paragraph on page 5 be changed to April 1st. E. Wenners asked that the word lighting be changed to lightening on page 2.
The consensus of the Council was that this document was professional and well done and gave kudos to Mr. Rusack for his effort.
Motion made by R. Newton seconded by S. Slade and *unanimously carried* to approve as amended. Copy is attached to the minutes.

3. Discussion and action to appoint a Senior/Human Services Director.
Town Manager Salvatore presented the item.
Moved to beginning of meeting.

4. Set dates and times for 17/18 Budget Workshops.
Mayor Faienza recommended February 27th and March 1st at 7 p.m.
Motion made by A. Waters seconded by T. Tokarz and *unanimously carried* to approve the 17/18 Budget Workshop Dates of February 27th and March 1st at 7:00 p.m. in room 224/5

O. APPROVAL OF MINUTES

1. Regular Meeting, December 14, 2016

Motion made by S. Slade seconded by A. Waters and *unanimously carried* to approve the minutes of December 14, 2016.

P. RESIGNATIONS

1. Board of Assessment Appeals

a. Tony Gagnon

Motion made by A. Waters seconded by T. Tokarz and *unanimously carried* to accept Mr. Gagnon's resignation with regret.

Q. APPOINTMENTS

None

R. TOWN COUNCIL COMMISSION LIAISON REPORTS

S. Slade -Recreation and Fire District

E. Faienza - Advised that Charter Revision will meet next week on January 19th. The Assessor's Office is sending out the surveys for revaluation. Mayor Faienza stressed that it is very important that they are filled out and mailed back. The April 12th Town Council Meeting will be canceled and held as a Special Meeting on April 19th.

He attended the Library Commission Meeting. It was the new Director's first meeting. She was very well received.

Mayor Faienza asked for a moment of silence to honor long serving Board of Selectmen member, Dave Murphy.

T. Tokarz-I/W

S. EXECUTIVE SESSION

1. Discuss the lease, sale or purchase, or acquisition of real estate by the Town of Cromwell.

a. Action if necessary

Motion made by A. Waters seconded by E. Wenners and *unanimously carried* to adjourn to Executive Session at 9:45 p.m. to discuss the lease, sale or purchase, or acquisition of real estate by the Town of Cromwell.

Town Manager A. Salvatore was invited into Executive Session.

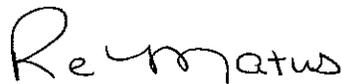
Motion made by R. Newton seconded by E. Wenners and *unanimously carried* to come out of Executive Session at 10:14 p.m.

Motion made by R. Newton seconded by E. Wenners and *unanimously carried* to authorize the Town Manager to sell town property on 35 Nooks Hills Road.

T. ADJOURNMENT

Motion made by R. Newton seconded by S. Slade and *unanimously carried* to adjourn the Regular Meeting at 10:15 p.m.

Respectfully submitted,



Re Matus
Secretary

Incident Statistics Report

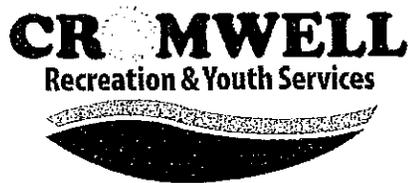
12/01/2016 00:00 Thru 12/31/2016 23:59

Call Type Description	Total for Period
911 Hang Up Call	14
Administrative Matter	14
Alarm - All types	19
ALARM-FALSE BILLABLE	73
All Other Offenses	4
Animal Complaint	16
Assist Motorist	31
Assist Other Agency	22
Car Seat Installation	4
Civil Matter	2
Criminal Mischief / Vandalism	3
Dis Conduct/BOP	1
Domestic Incident	7
Drug/Narcotic Violation	2
DUI	3
Dumping	1
Escort	2
Fingerprinting	20
FV Protocol / P.A.	10
Harrassing Phone Calls	3
Identity Theft	5
Impaired / Intox Person	1
Juvenile Incident	3
Larceny - From Building	4
Larceny - From MV	13
Larceny -Purse-snatch	1
Larceny -Shoplifting	12
Larceny, Bad Checks	1
Larceny- Other	2
Medical Emergency	45
MV Accident	36
MV Abandoned	1
MV Parking Violation	14
MV Theft	3
MV Violation	122
MVA NR PRIV PROP	7
Neighbor Dispute	1
Noise Complaint	5
Nursing Home Fax Report	2

Incident Statistics Report

12/01/2016 00:00 Thru 12/31/2016 23:59

Call Type Description	Total for Period
Property Check	117
Property Lost/Found	13
Property Seized	1
Record Only Call	23
Road Cond/TCS Out	17
See Complainant	20
Suspicious Activity	51
TEST CALL	7
Threaten/Harass/Intimidation	2
Traffic Assignment	4
Unfounded Complaint	17
Unwanted Person	3
Well Being Check	21
Total:	825



TOWN OF CROMWELL FIELD/FACILITY USE POLICY

FIELDS

This field/facility use policy is for all organizations/groups/individuals wishing to use town fields and facilities. These fields and facilities are located in town parks, Town Hall or on school property.

All organizations/groups/individuals wishing to use town fields or facilities must fill out the attached Field/Facility Use Request Form, pay any applicable fees and supply proof of a valid insurance policy outlined in section VII at the time of booking. **No reservations will be made without this information.** All groups that book these fields and facilities through the Recreation Department must supply rosters for all teams at least 4 weeks prior to the start of use. These rosters will be checked for current residency requirements as specified below.

FIELD MAINTENANCE FEE POLICY

I. General

The Cromwell Parks Department (Under Public Works) is responsible for the maintenance and upkeep of all town fields and parks located in the Town of Cromwell. A written schedule of all games and practices must be submitted 6 weeks prior to use of the fields to ensure proper reservations and field preparation.

Any organization or group wishing to do work or buy items affecting any field/grounds must present the idea in writing and get it approved by the Parks Department prior to purchasing or performing work.

In the event of rain, the Parks Department will make every effort to make all fields playable. If the Department employee deems fields are unplayable, an E-mail will be sent out and it will be posted on the Town's Web site. It is the responsibility of the contact person to inform all of their participants that games or practices are cancelled. If the rain comes after the department employees leave for the day, organizations must be prudent and consider the long range effects of playing before going on a field. No work may be done to the fields by an organization/group/individual. Any work done to the fields will result in cancellation of future reservations for the organization/group/individual.

Examples of conditions that may require the alteration or cancellation of an activity are:

- Standing puddles of water on the field
- Footing that is unsure or slippery
- Ground that is water logged or squishy
- Grass that can be dislodged from the ground easily
- Lightning
- Severe weather storms
- Unsafe facility conditions
- Uses that prove to be destructive or detrimental to the site

If rain persists for multiple days or there are very heavy downpours, no games or practices shall be held until the Park Department employees notify organizations/groups/individuals. If an organization/group/individual ignores this policy and goes on fields/grounds deemed unplayable, the organization/group/individual shall be held monetarily responsible for the time and materials it requires the Town of Cromwell to make all necessary repairs to the field. A report will be prepared and provided to the organization/group/individual containing pictures of the field damage, the amount of time and materials necessary to repair, the cost of those items along with an invoice.

II. Users

(Please see section V. Rental Requirements & Fees for applicable fees)

First Priority Users for all the fields will be given to (in this order)

1. Cromwell Public School teams
2. Cromwell Recreation Department programs
3. Other Cromwell Board of Education activities
4. Cromwell Youth Leagues*
5. In-Town Non-profits 501 (c) (3) groups comprised primarily of Cromwell residents

* Please note that these leagues must belong to an affiliated state or national organization that is responsible for the administration of their sport (i.e. Little League, additional baseball leagues, Youth Football, Travel Soccer, Lacrosse). All team rosters must have 67% or more Cromwell participation of Cromwell residents.

First Priority Users for the Town Hall Gym will be given to (in this order)

1. Cromwell Recreation Department programs
2. Other Town of Cromwell Departments
3. Cromwell Public School Use
4. Cromwell Youth Leagues
5. In-Town Non-profit 501 (c) (3) groups comprised primarily of Cromwell residents

Second Priority Users for all fields/facilities will be given in the following order:

1. Groups or individuals who are residents
2. Non-profit groups 501 (c) (3)

Third Priority users are:

1. For profit clubs, groups, businesses and associations, for youth and/or adults
2. Non-residents and others

Special Events- Include but not limited to any and all events held beyond the regularly scheduled season of an organization/group or event that is held for a limited time on the fields/facilities located within the Town of Cromwell.

III. Conditions of Use

The Town of Cromwell in its sole and absolute discretion, reserves the right to decline rental of the parks, facilities or fields or to cancel the rental of parks, facilities or fields.

Parks, facilities or fields can be reserved only in the name of an adult who represents an approved organization and who agrees in writing to be responsible for organizations behavior on said property.

IV. Mandatory Reservations

Organized athletic activities on town and school property are permitted only on a reservation basis. Persons not having a permit for the use of parks, facilities or fields must give way to all times to a permit holder. Any group of 10 or more persons must apply for a permit usage.

All groups must adhere to the published guidelines of the Cromwell Recreation Department, Cromwell Board of Education or Town of Cromwell ordinances. There is a no authorized usage of alcohol and tobacco products on any Town or Board of Education property with the exception of a permit of exemption for alcohol use at picnics issued by the Cromwell Police Department and picnic permit from Cromwell Recreation Department.

V. Rental Requirements & Fees

All interested parties wishing to rent a field/facility must complete a field/facility use request form. If approval of use is granted, applicants must complete the Town of Cromwell Facility/Field Use contract enclosed and submit the rental fee within 5 business days of approval.

Fees: First Priority Users are exempt from fees
 Second Priority Users must pay a fee of \$25 per hour
 Third Priority Users must pay a fee of \$50 per hour

Special events fee is a flat fee based on locations, extent of event and, maintenance issues. Recreation Director and Public Works Director or his/her designee will determine this fee when given request.

All user groups will be responsible for additional fees associated with the mandatory presences of police, fire and park personnel at their event.

VI. Utility Charges

The Town Manager and Public Works Director of his/her designee may decide that users would be charged for utilities (i.e. field lighting) but would inform the group of this during the reservation process.

VII. Insurance Requirements

All groups using the fields/facilities must supply the Cromwell Recreation Department with proof of liability insurance. The Town of Cromwell requires a minimum of \$1,000,000 liability insurance with the Town listed as an additional insured. Proof of this insurance must be submitted to the Recreation Department at the time of booking.

VIII. Cancellation and Refund Procedures

The Town of Cromwell in its sole and absolute discretion, reserves the right to cancel permission for any group to use a park, facility or field if the purpose of such use is not considered to be in the best interest of the community or neighborhood.

If the Town cancels a permit due to weather or field conditions, all fees will be refunded if it is a one-day event. For long-term usage a re-scheduled date will be given. Please allow up to 15 business days for a refund to be issued.

If police coverage or park maintenance coverage is required, all fee structures and cancellation policies must be in accordance to their contracts with the Town of Cromwell.

No refunds will be made in any amount for failure to show on a reserved rental date. If it is deemed necessary to cancel a permit due to a violation of town policy or town ordinances, all user fees paid will be automatically forfeited.

IX. Additional Supervision

The Town of Cromwell reserves the right to require any lessee or user to provide police protection when deemed necessary. Additional park personnel will be assigned, if deemed necessary, by the Recreation or Public Works Director or their designee; any resulting expenses or costs will be filled to the lessee or user.

X. Appeals Process

All waiver requests to any provision of this policy are to be directed to the Recreation Director. Appeals from the Recreation Director's decision can be made to the Town Manager with a subsequent appeal to the Town Council, if necessary. The decision of the Town Council is final.

FACILITIES

Town Hall Gym

The Town Hall Gym will be made available to user groups as space permits. Please reference Users Section II for user priority and section V Rental Requirements and Fees.

Tennis Courts

Tennis Courts can be reserved on a first-come, first-served basis individually at a rate of \$10.00 per hour per court or \$50 per hour for all six. A permit will be issued upon payment of the applicable fee.

Pavilion Rentals

Pavilion rentals information is available in the Pavilion Rental Packet (available on the Cromwell Recreation Page of the Town Website). Before a reservation for our Parks pavilion can be booked:

- 1) A Pavilion Rental Form must be completed and returned with a \$100 security deposit to the Recreation Office. The deposit is refundable after the function is over and the area used has been inspected for damage, and could take up to two (2) weeks to be returned. If damage exceeds the \$100 deposit, separate billing will be made to cover additional costs for needed repairs and/or cleaning.

- 2) Once the desired date is approved, the rental fee must be PAID at the time of reservation. Fee is \$50 for each FOUR hour time block for residents which can be booked starting on Feb. 1 of each year and \$100 for each Four hour time block non-residents starting on April 1 of each year for dates in that year. No reservations will be taken prior to these dates each year.

Town Council Approved 1/11/2017

Cromwell Recreation Department
41 West Street
Cromwell, CT 06416
www.cromwellct.com

Phone: 860-632-3467 Fax: 860-632-3435

Field/Facility Use Policy
Request Form

Applicant/Organization _____

Address _____ Telephone _____ Cell _____

Primary Contact _____ Email _____

Address _____ Telephone _____ Fax _____

Field/Facility Requested _____ Purpose _____

Time Start _____ Time End _____ # Residents _____ # Non-residents _____

Date(s) requested _____

Attach a separate sheet for rentals or long term field use with dates, times, fields/facilities requested. (i.e. leagues).

It is understood that the use of the fields/facilities by the applicant is subject to any and all of the conditions listed in the Field/Facility Use Policy.

As an authorized representative of the above named organization/group, I agree that I will be fully responsible for the care of the fields/facilities requested and for the complete supervision of all persons entering in connection with this activity. I further agree that this organization/group will reimburse the Town of Cromwell in full for any and all damage to Town property resulting from the requested use. I have read the attached Facility/Field Use Policy and hereby certify that the organization/group which I represent and activity which we are sponsoring fully meets the conditions set forth and hereby agree to observe all of the rules and procedures outlined in the policy. I have also read the Town of Cromwell Policy for Use of Municipal Meeting Rooms which applies to any use of Town facilities.

Applicant Name (please print) _____

Applicant Signature _____

Date _____

Director of Recreation

Date

FEES ARE OUTLINED IN FIELD/FACILITY USE POLICY

Office Use Only:

Contract _____

Insurance _____

Indemnification _____

Fee	Amount	Paid/Received
Deposit		
Rental		
Lights		
Parks		
Police		
Other		
Total		

TOWN OF CROMWELL FIELD USE CONTRACT

Please let it be recognized this agreement between the Town of Cromwell Recreation Department and the _____
Effective _____ to _____. This form shall be filled out and signed each year.

User Group Responsibilities:

1. Agree to abide by the Town of Cromwell Field/Facility Use Policy.
2. Provide on-site supervision during all practices, games, meets and special events. Site supervisor will enforce all park rules and take all necessary action to cease inappropriate behaviors that may be displayed by any team member, visitor, or coach.
3. Contact the Recreation Director immediately (within 24 hours) in the event of any serious injury, mishap, or inappropriate behavior. Please call 860-632-3467.
4. Contact the Public Works Department (860) 632-3400 with any maintenance issues or aspects of the facility that could be considered harmful to users.
5. Provide the Town of Cromwell's Recreation Department with a current copy of proof of insurance with at least **\$1,000,000** general liability insurance policy, naming the Town of Cromwell as an additional named insured. A copy of this certificate must be on file with the Recreation Director before groups can have access to any field. For sport groups, proof of player/participant accident insurance in the amount of at least \$25,000, must also be provided.
6. Keep the facility clean. All equipment will be returned to its designated area, and at no time will equipment be left on the playing areas. All areas shall be free from litter before leaving the facility.
7. In the case of inclement weather, the user will go to our Web site for any cancellation information.

Town of Cromwell Responsibilities:

1. The Town of Cromwell will provide safe and adequate facilities including general maintenance of all areas.
2. The Town will make every attempt to notify the group contact person at least 24 hours prior to any park/facility closings for maintenance or other purpose unless obvious weather conditions or emergency situations force an unforeseen closure.

Liability Release Form:

As a representative of the group listed above, the group recognizes that there are risks of injury involved in participating in recreational activities. Therefore, the group does hereby release the Town of Cromwell and its employees and agents from all liability with respect to an injury received by a member within the group listed above arising from such activities. The organization supervisor, president, or person whose signature appears on the request form assumes full responsibility for following the Town of Cromwell, Field/Facility Use Policy. By signing this form, I agree that the rental payment will be made on time or the dates will be revoked.

Organization	Contact Person, Title	Signature	Date
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Director of Recreation	Signature	Date	
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IDEMNIFICATION AGREEMENT FOR USE OF FIELDS/FACILITIES

I am 21 years of age or older and understand the terms of this waiver, release and indemnification agreement and/or I am authorized by the organization listed on the request for Field/Facility Use to execute the agreement on the Organization's behalf. In exchange for myself and/or the Organization being allowed access to Cromwell's fields/facilities, I and/or the organization agree to be bound by each of the following:

Obligation to inspect: The user agrees to inspect the field/facility prior to the start of the activity. If the user believes that anything is unsafe, the user will immediately advise the Town of Cromwell and the user will delay, postpone or cancel the activity until such unsafe condition(s) are remedied.

Assumption of Risk: The user assumes all risks, known and unknown, in any way connected with participation or attendance at the activity. The user accepts the legal responsibility for any liability, injury, loss or damage in any way connected with participation in or attendance at the activity.

Waiver, Release and Indemnification: The user does hereby waive, release and hold harmless the Town of Cromwell, and/or its servants, volunteers, agents and/or employee from any claims for any liability, injury, loss or damage in any way connected with participation in and/or attendance at the activity. In addition, the user agrees to indemnify and hold harmless the Town of Cromwell and its servants, volunteers, agents and employees from any claims made against the Town by any person or entity as a result of participation and/or attendance at the activity. The user will procure and provide the Town the Certificates of Liability Insurance required by the procedure of field/facility use.

Savings Clause: If any part of this Waiver, Release and Indemnification Agreement is invalid, illegal or incapable of being enforced by reason of any rule or law or public policy, all other parts of this Waiver, Release and Indemnification Agreement shall be dependent upon any other part.

I have read this agreement; I am signing this agreement voluntarily for myself or on behalf of the Organization listed on the Request for Field/Facility Use Form.

Printed Name

Signature

Date

Printed Name of Organization, if applicable