TOWN OF CROMWELL TOWN COUNCIL TOWN HALL COUNCIL CHAMBERS 41 WEST STREET, CROMWELL, CT 06416

AMENDED REGULAR MEETING AGENDA Wednesday, February 8, 2023 at 7:00 p.m.

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- B. PLEDGE OF ALLEGIANCE
- C. APPROVAL OF AGENDA
- COMMISSION CHAIRMAN REPORTS/LIAISON REPORT/STAFF REPORTS
 CMS Building Committee
- E. MAYOR'S UPDATE
- F. TOWN MANAGER'S UPDATE
- G. FINANCIAL/FINANCE DIRECTOR'S UPDATE
 - 1. Budget Report
 - 2. Discussion and possible action to approve an appropriation in the amount of \$54,000 within the CNR Fund for a Police Cruiser totaled in a motor vehicle accident.
 - **3.** CWPCA Northern Industrial Tier Sanitary Sewer Study Update \$300,000 from American Rescue Plan for discussion and possible action.
 - 4. Tax Refunds
- H. CHIEF OF POLICE'S UPDATE
- I. PUBLIC WORKS DIRECTOR'S UPDATE
- J. CITIZEN COMMENTS (limited to 2 minutes per speaker, please be respectful)
- K. NEW BUSINESS
- L. APPROVAL OF MINUTES
 - 1. January 11, 2023 Regular Meeting Minutes

TOWN OF CROMWELL TOWN COUNCIL TOWN HALL COUNCIL CHAMBERS 41 WEST STREET, CROMWELL, CT 06416

M. RESIGNATIONS

1. Matt DiDomizio, CWPCA

N. APPOINTMENTS/REAPPOINTMENTS

Appointments:

1. Board of Assessment Appeals

a. Jeffrey Serra (U), regular member for a term expiring 11/2023

2. Economic Development Commission

a. Chris Cambareri (R), regular member for a term expiring 3/2027

3. Senior Services Commission

a. Judith A. Norris (U), regular member for a term expiring 4/2025

Reappointments:

1. Redevelopment Agency

a. Paul Warenda (R), regular member for a term expiring 12/2026

2. Senior Services Commission

- a. Judy Benvenuto (R), regular member for a term expiring 4/2024
- **b.** Anne Kaiser (R), regular member for a term expiring 4/2024
- c. Anne Jordan (R), regular member for a term expiring 4/2024

3. Water Pollution Control Authority

a. Eric Zeilor (R), regular member for a term expiring 1/2026

4. Youth Advisory Board

a. Margaret P. Schufer (D), regular member for a term expiring 1/2024

O. INFORMATIONAL ITEMS

1. Letter from DEEP regarding Watrous Park – New Middle School Construction

P. ADJOURN

Memo

To:

Town Manager Salvatore

From:

Kara Canney

Date:

2/1/2023

Re:

Cromwell Belden Public Library Report

Statistics for the month of January

Door Count: 4,656 **Circulation:** 8,026

Programs: 34 Attendance: 623

Downloads: (Overdrive, Hoopla, Kanopy) 1053

Computer Sessions: 243

Study Rooms: 149.5 hours/110 People



February is Library Lover's Month! Show your support by getting a Library card, borrowing items, attending events, becoming a Friend of the Library, shopping our book sale, donating directly to the Library or CBPL's fund at Community Foundation of Middlesex County and by being a loud and enthusiastic Library supporter.



Staffing: Interviews are taking place this week, but we now needing to fill 3 part time positions.

Outreach/Partnerships: I will be meeting this week with the Director of Program Development from Adelbrook to discuss partnering with the library.

The Library and Youth Services have partnered to host Exploring the Genderverse this April.

All Cromwell students should be receiving library card applications from their classroom teachers. Cards will be delivered to the schools for those students needing replacement or new library cards and have successfully filled out an application.

Programming: The March/April/May newsletter will be available this week. Some programs to look out for: Toddler Prom, Meet a Firefighter, Volunteer Orientation, Cook Book Club, and Books on Tap (Book Club at Coles Road Brewing) and another round of chicks hatching.

Other: Seed library is being restocked and will be available to the community this week.

Seedlings will be started soon to be ready for the May 20th planting party at the CBPL Children's Garden.



Town of Cromwell Office of the Town Manager

TOWN MANAGER'S REPORT

Date:

February 1, 2023

To:

Members of the Town Council

From:

Anthony J. Salvatore, Town Manager

Subject:

Town Manager's Report for 2/8/2023 Town Council Meeting

- We are continuing to move forward with the Cromwell Middle School Project. DEEP determined that the construction project as proposed does not affect the parcel of land encumbered by State or federals funds/agreements. The letter from DEEP was provided in your packets under Informational Items.
- Budget season started; the Finance Director and I will have completed the Budget meetings with all departments by Tuesday, February 7th.
- We are continuing to work on the Employee Handbook and have updated the policies.
- We are continuing to work with and support BerryDunn as they conduct the Climate/Culture Study. We continue to have bi-weekly meetings.
- We are preparing for negotiations with IUOE Local #30 and with sworn and nonsworn Police.
- We continue to work on the following initiatives:
 - Town Planner Charging Stations at municipal parking lot and Town Hall
 - Engineering Pierson Park and West Street Sidewalks
 - Economic Development Various Commercial and Residential Projects

TOWN OF CROMWELL

DATE: FEBRUARY 1, 2023

TO: ANTHONY J. SALVATORE, TOWN MANAGER

FROM: SHARON DEVOE, FINANCE DIRECTOR

RE: FEBRUARY TOWN COUNCIL REPORT

I am submitting budget reports for fiscal year 2023 for the Town Council meeting on February 8th. The reports reflect activity through the end of January.

Expenditures are basically in line with expectations for this point in the fiscal year. As is typical, we are monitoring a few budget areas. I anticipate a request to transfer approximately \$25,157 into the Tax Collector's budget due to a couple of court decisions necessitating a refund from a prior year collection. In addition, before the end of the Fiscal Year we could potentially have another court settlement of approximately \$33,000. Revenue is also on target compared to budget levels. Tax collections continue to remain strong.

Copies of the audit report (Annual Comprehensive Financial Report) for the fiscal year ending June 30, 2022 have been distributed, as well as the Federal and State Single Audit for various Town and Education grants. Once again, the Town has finished the fiscal year in good standing with strong financial policies and practices.

Let me know if you have any questions or wish to discuss anything further. Thank you.

TOWN OF CROMWELL, CT

YEAR-TO-DATE BUDGET REPORT

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TOWN OF CROMWELL, CT

YEAR-TO-DATE BUDGET REPORT

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TOWN OF CROMWELL, CT YEAR-TO-DATE BUDGET REPORT

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TOTAL GENERAL FUND		55,982,541	66	55,982,640	55,982,640 26,499,109.52	2,366,584.92	2,366,584.92 27,116,945.59	51.6%
	GRAND TOTAL	55,982,541	66	55,982,640	99 55,982,640 26,499,109.52	2,366,584.92	2,366,584.92 27,116,945.59	51.6%
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Denise Lamontagne Chief of Police

To:

Anthony J. Salvatore

Town Manager

From:

Chief Denise Lamontagne

Subject:

Vehicle Replacement

Date:

January 31, 2023

I am requesting that you add a request to the Town Council to appropriate \$54,000 from Capital Non-Recurring to replace a cruiser totaled in a motor vehicle accident. All money received from insurance will be returned to the Capital Non-Recurring fund.

On January 26, 2023 the Board of Finance approved the appropriation of said money.

Attachment

cc: Sharon Devoe, Finance Director



545 Long Wharf Drive, 8th Floor New Haven, Connecticut 06511-5950 Telephone: 203-946-3700

www.cirma.org

January 19, 2023

Sharon Devoe
Town of Crowmwell

VIA EMAIL ONLY: sdevoe@cromwellct.com

Claimant:

Town of Cromwell and Cromwell Board of Education

Date of Loss:

01/10/2023

Claim Number:

A24182

Dear Ms. Devoe:

Please be advised that the 2021 FORD EXPLORER (1FM5K8AB6MGC03272) involved in the accident above has been deemed a total loss. The documentation used to validate the following calculation of the actual cash value of this vehicle is included with this letter. Please note the offer does not include any applicable attached equipment. Please review the options below and advise if the Town will be retaining the vehicle or releasing it to CIRMA for salvage disposal.

_	CIRMA takes vehicle	Owner keeps vehicle
Actual Cash Value	\$42,524.00	\$42,524.00
Salvage	\$0.00	\$8,069.34
Deductible	\$500.00	\$500.00
Total:	\$42,024.00	\$33,954.66

Should you choose to keep the vehicle, CIRMA will issue payment upon receipt of the original vehicle title so it may be stamped salvage and returned to you in accordance with the regulations of Connecticut General Statute 14-16(c). If you do not agree with this valuation, you may contact the Consumer Affairs Division within the Insurance Department at (800) 203-3447, http://www.ct.gov/cid/site/default.asp, or P.O. Box 816; Hartford, CT 06142-0816.

Sincerely,

Kelly Maher Senior Subrogation Specialist 203-946-3760 KMaher@ccm-ct.org



Gengras Ford LLC Vic Soli Fleet Manager Cell 203 671 9476 225 New Britain Ave Plainville CT 06062

www.gengras.com

August 8 2022 (revised 8/30/2022)

Steve Penn Cromwell Police Dept 5 West St Cromwell CT 06416

Gengras Ford IIc (Formally Crowley Ford) Is Connecticut's leader in Ford Police fleet vehicles and is pleased to bid using the current State Contract pricing model, Our bid reads as follows.

We will supply a new 2022 Ford Police Interceptor Utility with all the 2022 model year standard equipment, plus the following options.

- *All Wheel Drive option group
- *10 Speed auto transmission
- * 17T Rear cargo light
- *19K H8 AMG Battery
- *43D Courtesy lights disabled
- *51R LED Drivers side spot light
- *59B Fleet key system
- *76R Reverse sensing

- * 3.3 Gas only engine
- *16P Rear bumper protector
- *18D Global door locks
- *19V On demand rear view camera
- *47A Engine idle management
- *549 Heated side mirrors
- *60R Noise suppression
- *Back up camera in dash cluster

Our bid complete with above listed options is \$34,621.00

DUE TO THE ONGOING COMMETY CHALLENGES The 2022's ARE NO LONGER AVALIBLE
THE NEW 2023 PRICE SCHEDULE FOR THE ABOVE VEHICLE IS \$42,776.00

Add

Extended PREIMUM CARE service plan 5 yr/100k \$0.00 deductible \$2.200.00 per unit Total cost per unit \$36.821.00

Feel free to contact me with any questions and we look forward to providing the best service in the industry.

Vic Soli Fleet Manager Gengras Auto Group 203 671 9476 cell

Scranton Communications & Electronics, LLC P.O. Box.82, 15 Schoolhouse Lane Middle Haddam, CT 06456 Ph 860-267-9525

email: mscranton@comcast.net

PRICE QUOTE FOR: Damaged Cruiser Car #5

PREPARED FOR: Cromwell Police Dept 5 West St

Cromwell, Ct 06416

ATTENTION:

VEHICLE INFORMATION:

YEAR: 2021 MAKE: Ford

MODEL: Utility Interceptor

CPD01112023

QUOTE REFERENCE ID

DATE: January 11, 2023

VIN/PLATE: 55-CW

	NOTE	MANUFACTURER	ITEM)	DESCRIPTION	LIST	COST	QTY	AMOUN'
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2	_		Lazor	from damaged Cruiser		\$75.00	20	\$1,500.0
3	-	· · · · · · · · · · · · · · · · · · ·	Transportation	Move Cruiser to our facility for stripping		\$200.00	2	\$400.0
4			Labor	Installation of Emergency Equipment into a		7400.00		and the state of t
5			<u> </u>	new Cruiser		\$75.00	40	\$3,000.0
6		والموافقة والمعلود والموافقة	Supplies	Cable, Connectors, Ioom etc		\$300.00	1	\$300.0
7			NMO	Antenna Cables & Connectors		\$75.00	2	\$150.0
8		Whelen	SA315P-SAK66D	Siren Speaker with VS Bracket		\$440.00	1ea	\$440.0
9	<u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>	Whelen	MCRNTR&B	Micron Grill Warning Lights		\$152.00	2	\$304.0
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Subtotal		\$6,094.00
Sales Tax	Govt Exempt	
Freight		
Total		\$6,094.00

2023 Explorer Expenses

Transfer Build

Vehicle Price	\$43,000
Extended Warranty	\$2,200
Scranton (Installer)	\$6,000
Radio System	\$0
Medical package	\$0
Computer/Components	
Axon	
Sign Pro	\$650
Modem	\$650
Antenna	\$210
Tactical Vest	

Totals \$52,710

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-	Insurance Check = 42,024
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CROMWELL POLICE DEPARTMENT

Denise Lamontagne Chief of Police

MEMO

TO:

John Ireland

Chairman

Cromwell Board of Finance

FROM:

Chief Denise Lamontagne

SUBJECT:

Vehicle Replacement

DATE:

January 20, 2023

I am requesting to be added to the Board of Finance January 26, 2023 agenda.

I am requesting that the Board of Finance appropriate \$54,000 from Capital Non-Recurring to replace a cruiser totaled in a motor vehicle accident.

ABOUGHT STORMINGSION OF BERNANCH MANIESTION MANIESTION MANIESTION MANIESTION OF THE PROPERTY OF THE STORMINGS OF THE PROPERTY OF THE STORMINGS I will be making a request to the Town Council on February 8, 2023 to appropriate said funds from Capital Non-Recurring.



545 Long Wharf Drive, 8th Floor New Haven, Connecticut 06511-5950 Telephone: 203-946-3700 www.cirma.org

January 19, 2023

Sharon Devoe Town of Crowmwell

VIA EMAIL ONLY: sdevoe@cromwellct.com

Claimant:

Town of Cromwell and Cromwell Board of Education

Date of Loss:

01/10/2023

Claim Number:

A24182

Dear Ms. Devoe:

Please be advised that the 2021 FORD EXPLORER (1FM5K8AB6MGC03272) involved in the accident above has been deemed a total loss. The documentation used to validate the following calculation of the actual cash value of this vehicle is included with this letter. Please note the offer does not include any applicable attached equipment. Please review the options below and advise if the Town will be retaining the vehicle or releasing it to CIRMA for salvage disposal.

	CIRMA takes vehicle	Owner keeps vehicle
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Deductible	\$500.00	\$500.00
Total:	\$42,024.00	\$33,954.66

Should you choose to keep the vehicle, CIRMA will issue payment upon receipt of the original vehicle title so it may be stamped salvage and returned to you in accordance with the regulations of Connecticut General Statute 14-16(c). If you do not agree with this valuation, you may contact the Consumer Affairs Division within the Insurance Department at (800) 203-3447, http://www.ct.gov/cid/site/default.asp, or P.O. Box 816; Hartford, CT 06142-0816.

Sincerely,

Kelly Maher Senior Subrogation Specialist 203-946-3760 KMaher@ccm-ct.org

2023 Explorer Expenses

Transfer Build

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Medical package	\$0
Computer/Components	
Axon	
Sign Pro	\$650
Modem	\$650
Antenna	\$210
Tactical Vest	
Totals	\$52.710

\$52,710

Insurance Check = 42,024

54000 (42024) Car (Loss) Scranton 5976 total CARFBhi

180231 CARFB (5976) 174255.



Gengras Ford LLC Vic Soli Fleet Manager Cell 203 671 9476 225 New Britain Ave Plainville CT 06062 www.gengras.com

August 8 2022 (revised 8/30/2022)

Steve Penn Cromwell Police Dept 5 West St Cromwell CT 06416

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- *10 Speed auto transmission
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- *19K H8 AMG Battery
- *43D Courtesy lights disabled
- *51R LED Drivers side spot light
- *59B Fleet key system
- *76R Reverse sensing

- * 3.3 Gas only engine
- *16P Rear bumper protector
- *18D Global door locks
- *19V On demand rear view camera
- *47A Engine idle management
- *549 Heated side mirrors
- *60R Noise suppression
- *Back up camera in dash cluster

Our bid complete with above listed options is \$34,621.00

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THE NEW 2023 PRICE SCHEDULE FOR THE ABOVE VEHICLE IS \$42,000

Add

Extended PREIMUM CARE service plan 5 yr/100k \$0.00 deductible \$2.200.00 per unit Total cost per unit \$36.821.00

Feel free to contact me with any questions and we look forward to providing the best service in the Industry.

Vic Soli Fleet Manager Gengras Auto Group 203 671 9476 cell Seranton Communications & Electronics, EEC:
P.O. Box, 82, 15-56 nooihouse rane
Middle Haddam, ET 06456
Ph.850/267-9525
remail: mscranton@comeast.net.

PRICE DUOTE FOR: Damaged Cruiser Car:#5

PREPARED FOR: Cromwell Rollice Dept 5-West St Cromwell, Ct 06416

28 29 30 ATTENTION:

VERICLE INFORMATION:

VEXE:: 2021

MAKE:: Ford

MODEL:: Utility interceptor

VIN/PLATE:: 55-CW

CPD01112023

QUOTERFFERENCE ID.

DATE: January 11, 2023-

MANUFACTURER LIST COST QTY AMOUNT ITEM) DESCRIPTION Lemove and test all Emergency Equipment from damaged Grober Move Grober to our facility for stripping Installation of Emergency Equipment into a Labor \$75.00 20 \$1,500.00 \$400.00 \$200.00 Transportation Labor new Cruiser \$75.00 40 53,000.00 Cable, Connectors, Joom etc Aptenina Cables & Connectors Siren Speaker With VS Bracket Micron Grill Warning Lights 6 7 Supplies \$300.00 \$150.00 \$300.00 NMO. \$75,00 Whelen \$440.00 \$440,00 8 SA315P-SAK66D 1ĕa 9 Whelen MCRNTR&B \$152.00 \$304.00 10 This Quote is for all items that are assumed 12 to belin working order if issues are found at 13 12 removal or test it will be additional costs 15 16 47 18 219 20 21 22 23 24 25 26

Subtota		\$6,094:00
Sales Tax	Govt Exempt	
Freight		
Total	424 . /=	\$6,094.00

NORTHERN INDUSTRIAL TIER SANITARY SEWER STUDY UPDATE

CROMWELL, CT.

October, 2022

Prepared For:

TOWN OF CROMWELL, CONNECTICUT

Prepared By:

CARDINAL ENGINEERING ASSOCIATES
180 RESEARCH PARKWAY
MERIDEN, CONNECTICUT 06451



I. INTRODUCTION

Cardinal Engineering Associates was retained by the Town of Cromwell in 2008 to evaluate the ability of the existing Shunpike Road (Meter Basin 4) sanitary sewer system to convey the increased sewage flow that would be generated by the development of the western portion of the Northern Industrial Tier (NIT). The NIT consists of an 82 acre area located westerly of Shunpike Road and bounded by Rocky Hill to the north, CT Route 9 to the west and Coles Road to the south (NIT West) and an additional 250 Acre area located between Shunpike Road and Main Street which is zoned BP Business Park (NIT East).

In September, 2021 as a result of the intense rainfall caused by Hurricane Ida, sanitary sewer backups occurred on Evergreen Road and Blackhaw Drive. In order to alleviate the flooding in this area the Cromwell Sewer Department plans to replace the portion of the trunk sewer downstream of Evergreen Road between Evergreen Road and Route 9. The Town has retained Cardinal to update the 2008 study to reflect development that has occurred within the Meter 4 Sewer-shed since 2008. This update will include the following tasks:

- Review zoning regulations and land use to determine changes since 2008 to estimate current sanitary sewage flow and land area available for future development.
- Review of flow data to determine present flows to the Shunpike Road Pump Station and the downstream trunk sewer.
- Build out analysis of the Meter 4 service area to estimate future sanitary sewer flows. Identify the improvements to the trunk sewer that would be required to accommodate full development.
- Recommendations for short-term improvements to the trunk sewer in the Evergreen Road ROW to alleviate surcharging of the trunk sewer caused by present wet weather flow conditions.

II. METER BASIN 4 SANITARY SEWER SYSTEM

The Meter 4 service area is comprised of approximately 1,400 acres, approximately 900 aces of which is zoned residential and the balance zoned for industrial or commercial use.

Sanitary service for the northern portion of the Meter 4 service area is provided by the Shunpike Road Pump Station. The Pump station service area comprises 800 acres, approximately 500 acres of which, including the NIT, is zoned for industrial and commercial use and the remainder zoned for residential use. Since 2008, there has been very little development within the meter basin. Approximately 65 acres of the NIT West has been developed with the construction of the Amazon Distribution Center, the Public works Garage, and several office building on Commerce Drive and County Line Road. There are approximately 20 acres of land zoned industrial within the NIT West which has not been developed. The NIT East is comprised of 250 acres zoned BP — Business Park. In addition to the Northern Industrial Tier, there are approximately 52 acres of land zoned A-25 within the pumping station service area that are not developed. Downstream of the pump station service area there are approximately 15 acres of undeveloped land zoned A-25 and 47 acres zoned BP Business Park or LB.

The service area consists of 81,000 linear feet of sanitary sewers and trunk sewers that conveys flow to the Mattabassett Trunk sewer. Flow from the Shunpike Road pump station service area is conveyed via an 8" force main located in Shunpike Road which discharges into the Shunpike Road trunk sewer north of Sanford Lane. The trunk sewer continues southward in Shunpike Road to Evergreen Road and then proceeds cross country within the Evergreen Road Right of Way below Route 9 to West Street and then to its terminus at the Mattabassett Trunk Sewer (Meter 4) located in the vicinity of the Mc Donald's restaurant. (Refer to Figure 1). In this figure, the existing sewers are green, the Shunpike trunk sewer is dark blue and the existing Shunpike Road force main is dashed green. The undeveloped land within Meter Basin 4 is shaded red.

The original facility plan prepared by Cahn Engineers in the 1960s proposed to convey flow from the north central portion of Town, including the Northern Industrial Tier, along Coles Brook to the Mattabassett trunk sewer at Route 372 via the Coles Road interceptor. The Facility Plan update prepared by Fuss and O'Neil in 1998 investigated several alternatives for providing for future development within the pump station service area. These alternatives included extension of the Coles Road interceptor to Shunpike Road by gravity or a combination of gravity and pumping or by pumping to the Willowbrook sewer system.

The Shunpike Road Pump Station was designed in 1983 as a temporary facility to allow limited development to occur until the Coles Road interceptor was completed. The capacity of the existing pump station is limited because it was designed to match the reserve capacity of the Shunpike Road trunk sewer which was in place at that time. Therefore, future development within Meter Basin 4 is limited by the capacity of the pump station and the existing force main and trunk sewer. At this time the Town plans to accommodate future development within the Meter 4 service area including the Northern Industrial Tier by modifying or replacing the pump station and force main and upgrading the trunk sewer as necessary to accommodate sanitary flows generated by full development within the service area. It is recommended that the WPCA perform a study to determine whether the extension of the Coles Road interceptor to Shunpike Road is a feasible and cost-effective alternative. This option would have the advantage of providing sanitary service tor unsewered areas between North Road Extension and Route 9.

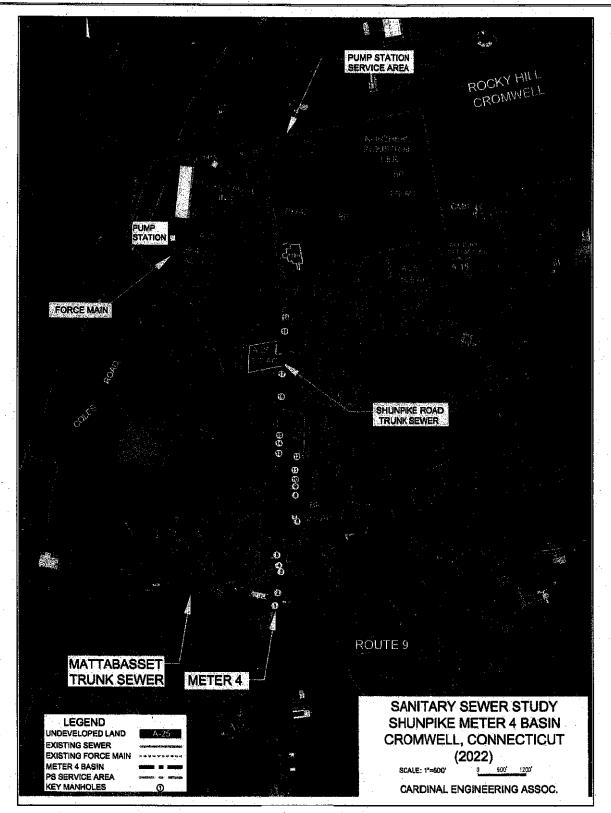


Figure 1

III. SUMMARY OF WASTEWATER FLOWS

The following is a summary of present and future sanitary sewer flows.

A. Present Conditions

1. Shunpike Road Pumping Station

The Shunpike Road Pump Station pumps were replaced in 2012. Based on flow measurements taken by the Sewer Department the new pumps operate at 600 gallons per minute. For 2022, total daily flows are available for the period between April 1 and July 31. Total daily flows discharged from the pump station ranged between 84,000 gallons per day (gpd) in April to a low of 48,000 gpd. in July.

During Hurricane IDA in early September, 2021, flows measured at Manhole 4-263 at the inlet to the pump station increased from 50,000 gpd. to 458,000 gpd as shown in Figure 2 below. Total rainfall during this period was 6.40 inches. It was reported by the Sewer Department that the pumps operated continuously for long periods of time during this storm as well as during the July 9, 2021 storm. This demonstrates that Inflow within the Pump Station Service Area continues to be a major problem.

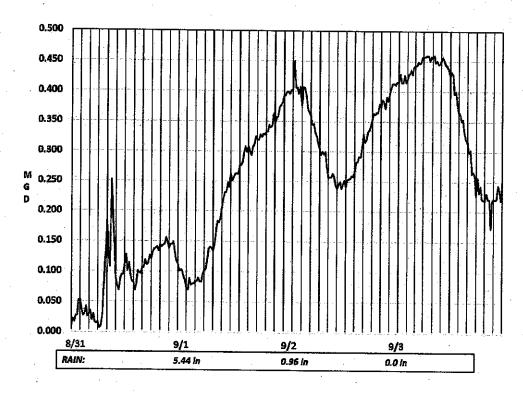


Figure 2 Flow at Meter 4-263 (at Pump Station) 9/1/21 to 9/3/21

2. Shunpike Meter Station No. 4 Flows

Flow measurements at Meter Station No. 4 includes flows from the Shunpike Road Pump Station collection area and approximately 1,000 acres downstream of the pump station. There has been very little change in wastewater flow since 2008. Yearly total flow in 2007 was 83.9 mg or 230,000 gallons per day (gpd). Total annual flow measured at Meter #4 for the years 2017 to 2021 averaged 79.6 million gallons. Daily flows averaged 218,000 gallons per day in 2021 (Figure 3). During the months of July and September, due to the two storms mentioned above, the 2021 total daily flow reached 500,000 and 400,000 gpd respectively. The figure below is a plot of average daily flow for 2021. During July 9, 2021 the peak flow was approximately 1,300,000 gallons per day (Figure 4).

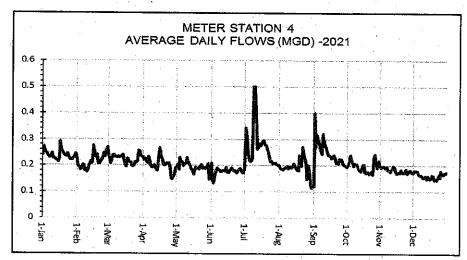


Figure 3 Meter 4 Average Daily Flow - 2021 (MGD)

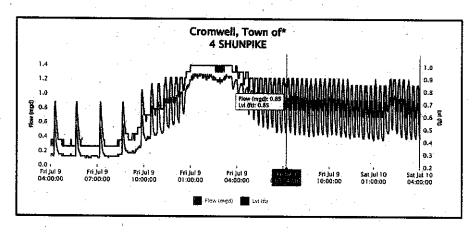


Figure 4 Meter 4 Flow July 9-10, 2021(MGD)

Flows in 2022 at Meter 4 have averaged approximately 200,000 gallons per day with maximum daily flows up to 500,000 gallons per day during wet weather. On February 4, 2022 peak flow increased to 1.15 mgd during a 1.5" rain event demonstrating that inflow continues to be present in the meter basin. (Figures 5 and 6)

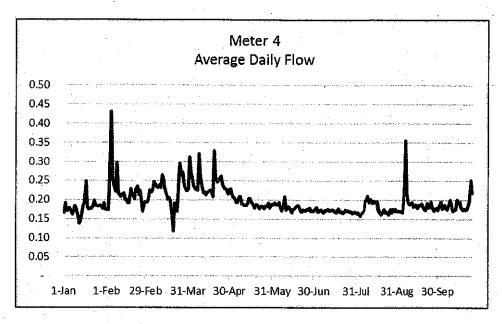


Figure 5 Meter 4 Average Daily Flow (MGD) - 2022

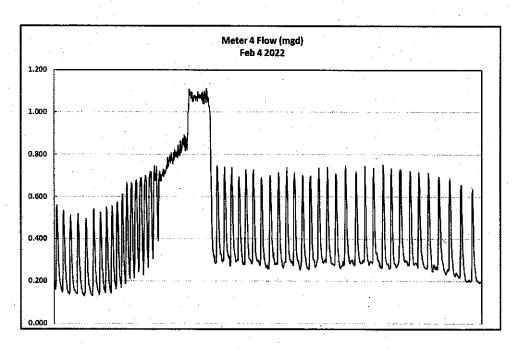


Figure 6 Meter 4 Flow February 4, 2022 (MGD)

IV. WASTEWATER FLOW PROJECTIONS

1. Water Consumption Data

Town-wide water consumption records for the year 2007 were obtained from the Cromwell Fire District. Data was reviewed and, based on the number of customers, an average daily water use was developed for residential and business users. Average daily flow was estimated to be 198 gallons per day per dwelling unit in residential areas.

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Total Annual Usage	228.4 mg
Average daily	0.626 mgd
Number of dwelling units	2686 each
Average daily/unit	233 gpd/unit
Sewage flow @ 85%	198 gpd/unit

Business

Total Annual		90.2 mg
Average daily		0.247 mgd
Number of units		265 each
Average daily/unit		932 gpd/unit
Sewage flow @ 85%		792 gpd/unit
Sewage How (ii) 65/6		192 gpa/t

2. Estimated Unit Sewage Flows

The NIT East is zoned BP - Planned Business Park. The purpose of this zone is to provide areas primarily for general office and business park development. The ultimate development and sewage flow generated from this area could vary widely. Town of Cromwell zoning regulations allow the construction of buildings with a maximum height of 60 feet (5 story buildings) and a maximum building coverage of 50%. A survey of land use along Shunpike Road in Rocky Hill found that most industrial development in this area was single-story office buildings. After discussions with Town staff it was determined that future development within the NIT would be similar. Therefore, for this study we have assumed a similar future land use for future development in Cromwell's Northern Industrial Tier. We have assumed one story office buildings covering 50% of the area.

In addition to the Northern Industrial Tier, there is approximately 52 acres of undeveloped land zoned A-25 in the pumping station service area. Downstream of the pump station service area there are approximately 15 acres of undeveloped land zoned A-25 and 38 acres zoned BP Business Park. Unit flows from residential areas were based on zoning density and an average daily flow of 198 gpd/dwelling unit based on water consumption data. The following are unit flows per acre for each zone within Meter Basin 4:

Zone BP - Business Industrial Park

Max building coverage 50%, 60' Max. Building Height Assume One floor Office Buildings, 50% coverage Average daily flow - 20 gpd and 250 sf. per employee

Average Daily Flow (ADF) = $40,000 \times 50\% \times 20 / 250 = 1,600 \text{ gpd/acre-floor}$

Cromwell NIT Sewer Study October, 2022

Zone I - Industrial

One story office - max building coverage 50% Average daily flow - 20 gpd and 250 sf. per employee ADF = $40,000 \times 50\% \times 20/250 = 1,600$ gpd/acre floor

Zone IP - Industrial Park

One story office - max building coverage 25% Average daily flow 20 gpd and 250 sf per employee ADF= 40,000 x 25%/250=400 gpd/acre

Zone A25 - Residential

40,000/25,000 = 1.6 du/acre Average daily flow = 198 gal/du = 320 gpd/acre Peak factor = 5 Peak flow = 320 x 5 = 1,600 gpd/acre

Zone A15 - Residential

40,000/15,000 = 2.6 du/acre Average daily flow = 198 gal/du = 520 gpd/acre Peak factor = 5 Peak flow = 520 x 5 = 2,600 gal/day/acre

3. Present Wastewater Flow Estimate

The Meter 4 Sewer-shed is made up predominately of residential areas. Present wastewater flows within the Meter Station 4 Sewer-shed were estimated based on flow data from the Shunpike Road Pump Station and an estimate of flows to each subarea downstream of the pump station based on current land use and estimated population. Flow estimates were based on a field survey of existing structures to determine the number of dwelling units within each subarea and the unit flows derived above from water consumption data. Commercial sewage flow was based on water consumption data.

Since 2008, there has been very little development or change in land use within the Pump Station service area. The NIT West has been partially developed with the addition of the Amazon warehouse, the Public Works garage and several small office buildings. There has been no development within the NIT East and no new residential development within the service area. Therefore, sanitary sewage flow to the pump station has not changed significantly since 2008.

Based on Pump Station flow data for the period between April 11, 2022 and July 31, 2022 the average daily flow from the pump station varied from 81,000 gpd in April to 42,000 gpd in July. The Cromwell Sewer Department has observed that during wet weather conditions, the pump station has operated continuously for long periods of time at a discharge rate of approximately 600 gpm. or 864,000 gpd. Inflow continues to be a major component of the sewage flow within the pump station service area. For this study, it has been assumed

that the inflow within the pump station service area constitutes most of the 600 gpm flow measured during storms. Based on the peak flow at Meter 4 during the July, 2021 storm it was estimated that peak Inflow entering the sanitary sewer system downstream of the pump station service area is approximately 400,000 gpd. These assumed peaks rates have been included in the following post development wastewater flow estimates. Long term flow monitoring at the pump station and key manholes within the trunk sewer is needed to verify the inflow rate.

4. Post Development Wastewater Flow Estimates

The build out analysis will be based on the current Town of Cromwell Zoning Map and regulations. It has also been assumed that there will be no change in zoning, land use or business type for residential or commercial parcels that are currently in use. Therefore, no increase in sewage flow from these areas has been included in this estimate.

For the NIT East and remaining undeveloped land zoned industrial within the NIT West, it has been assumed that the entire area will be developed as a business park, consisting of 1 story office buildings with buildings occupying 50% of the total land area as allowed by zoning. The following are estimates of future flows after full development.

A. Estimate of Future Sanitary Sewage flow at Shunpike Pump Station Full Development

Future Flow Estimate - Full Development	ADF (mgd)	Peak Factor	Peak (mgd)	Peak (gpm)
Dry Weather Flow				
Present Flow Estimate (From flow metering)	0.05	5.0	0.250	174
Future Additional Flow				
Residential (52 Acres A25)	0.0250			
NIT West (23 Acres Ind)	.0.0246			
NIT East (250 Acres BP)	0.4056			
Total Future - Dry Weather	0.5052	4.0	2.01	1,400
Wet Weather Flow				
Estimated Present Peak I&I @ Pump Station 2021 - 600 gpm	-		0.814	
Wet Weather Peak Flow Estimate	-	-	2.824	1,965

B. Estimate of Future Sanitary Sewage flow in Trunk Sewer Full Development

Future Flow Estimate - Full Development	Present ADF Increment	Additional Future Flow at MH	Total ADF	Peak Factor*	Peak DWF	Estimated I & I Into MH	Peak Wet Weather Flow	
Key Manhole (MH)	mgd	mgd	mgd		mgd	mgd	mgd	cis
MH 19 @ Sanford Ln. (Peak pump rate - 2000 gpm)	0.864	2.016	2.880	**	2.88	**	2.88	4.46
MH 17 @ Horse Hill Run (8 Acres A-25)	0.01	0.0038	0.014	5	2.949	0.06	3.009	4.66
MH 15 @ Woodland Heights	0,056	. 0	0.070	5	3.298	0.06	3.418	5.29
MH 12 (Evergreen Rd.) (7 Acres A-25)	0.0454	0.0022	0.048	5	3.536	0.306	3.962	6.13
MH 6 @ Rte 9 (30 Acres - BP, 7.5 Acres LB)	- 0	0.029	0.029	5	3.681	, 0	4.107	6.35
MH 2 Residential (Assume no change)	0.0494		0.049	5	3.928	0	4.354	6.74
MH 2 Commercial (Assume no change)	0.094		0.094	5	4.398	0	4.824	7.46
* ASCE MOP 9 Fig 4								
** Included in pump flow rate				* .,				٠.

V. SUMMARY of PRESENT and FUTURE CONDITIONS

The following is a summary of present conditions and future conditions after full development—within—the Meter 4 Basin assuming that the NIT East and West are fully developed as a 1 story office complex with 50% land coverage.

Shunpike Road Pump Station

The present pumps are 4" HOMA Model AMX444-280/29P/C duplex submersible pumps which were installed in 2012. The force main is 8" PVC. Station piping is 6" diameter ductile iron. The capacity of these pumps is approximately 600 gallons per minute (gpm.).

Based on our sanitary sewer flow estimates, the present pump station, with a capacity of 600 gpm, and the 8" force main is adequate to handle present dry weather flow conditions. However, any reserve capacity is needed to convey wet weather flows. Based on Cromwell Sewer Department records, the pump station, with one pump operating at 600 gpm. has been able to handle major storm events including the July and September, 2021 storms. However, during these major storm events it has been necessary for one pump to operate continuously for long periods of time.

Therefore, any significant increase in peak sewage flow generated by new developments may require modifications or replacement of the pumps and/or wet-well. The existing pump station wet well has some limited reserve storage capacity which could accommodate a limited amount of additional sewage flow from future development. Additional flow could also be accommodated by enlarging the wet well or by providing storage at new development sites. Discharge from new developments should be limited until any necessary improvements to the pump station and downstream trunk sewer are completed or inflow is significantly reduced or eliminated.

As development proceeds within the pump station service area, the existing pumps and the force main may need to be replaced depending on the type of development that occurs even if inflow is eliminated. Based on the above assumptions for future development within the NIT East and West as an office park, the peak wet weather flow to the Shunpike Pumping Station could be approximately 3.0 mgd (2000 gpm) or more after full development. Replacement of the pump station and force main would be necessary to accommodate that flow rate. A preliminary estimate of the cost for this work is \$ 3,000,000.

Trunk Sewer - Shunpike Road and Evergreen Road

The Shunpike Road Pump Station discharges to the existing gravity trunk sewer on Shunpike Road in the vicinity of Sanford Lane. This section of the trunk sewer varies in size from 8" to 10" diameter.

The existing sanitary sewers within Shunpike Road are adequate for the estimated present dry weather sanitary sewer flows. However, the 8" sewer is surcharged when the pump station operates constantly at 600 gpm. as has been the case during major storms. Sewer backups have occurred at two houses in this area while both pumps were operating. The Town has advised property owners to install check valves at these locations.

Since the capacity of this sewer is very limited, a significant increase in flow may cause sewer backups. The 8" and 10" sewers in Shunpike Road and Evergreen Road would need to be replaced with a 15" sewer to accommodate the projected sewage flows after full development. A preliminary estimate of the cost for this work is \$4,000,000.

Trunk Sewer in Right of Way - Evergreen Road to Route 9

This portion of the trunk sewer consists of 800 linear feet (lf.) of 8 in. and 900 linear feet of 10 in. vitrified clay pipe. The minimum full pipe capacity of the 8 in. sewers is 1.8 cubic feet per second (cfs). During the storm on July 2, 2021 which generated 4.5 in of rainfall, a peak flow of 1.4 mgd (2.1cfs) was recorded at Meter 4 at the Mattabassett Trunk Sewer downstream of the ROW. During Hurricane IDA in September, 2021 the 8''portion of the trunk sewer downstream of Evergreen Road and portions of the sewers in Evergreen Road and Blackhaw Drive surcharged, causing sewer backups into several basements in the area. Accurate flow data at Meter 4 is not available for this period because the Mattbassett trunk sewer was surcharged during this storm. Water level in the first manhole in the ROW was observed by the Sewer Department to be near ground surface during the storm. No blockages were observed. As recommended by the Town, property owners in this area have installed backflow valves on their sanitary sewer laterals to prevent future backups.

In order to eliminate the potential for future sewer backups, the Cromwell Sewer Department plans to replace the 8" and 10" diameter sewers within the ROW with a pipe adequate for current wet weather flows plus future sanitary sewage flows after full development within the Meter 4 basin. Based on our estimates of future flows and preliminary hydraulic analysis, replacement of this portion of the trunk sewer with 1,700 linear feet of 15" diameter pipe would be adequate. The cost for this work, based on conceptual design. including construction and engineering, is estimated to be approximately \$1,300,000.

Trunk Sewer Between Route 9 and Mattabassett Trunk Sewer

The portion of the trunk sewer between the Evergreen Road Right of Way and Meter 4 consists of 2,200 lf. of 12" RCP which crosses under Route 9 and West Street. The minimum capacity of the existing trunk sewer in this area is approximately 2.7 cfs. During the July, 2021 storm peak flows in the trunk sewer were approximately 1.7 cfs. According to the Cromwell Sewer Department, there have been no reports of surcharging or sewer backups in this portion of the trunk sewer. Therefore, it appears that improvements are not necessary in this section of the trunk sewer at this time.

After full development, peak flows are estimated to be approximately 7.5 cfs. Therefore, replacement of this portion of the trunk sewer with an 18" sewer will be required to accommodate full development. Replacement of this section of the trunk sewer would require pipe jacking the portion of the trunk sewer that crosses under Route 9 and West Street. A preliminary estimate of the cost for this work is \$7,000,000.

Coles Road Alternative

As an alternative to the replacement of the existing trunk sewer, this alternative would extend the existing Coles Road interceptor to serve the Shunpike Pump Station service area via a combination of gravity and pressure flow. This alternative would include relocation of the pump station to a site adjacent to Route 9 where flow would be pumped across Route 9 via the Coles Road overpass. This alternative would provide service to unsewered areas along Coles Road South of Route 9. This alternate is shown schematically in Figure 7. Based on very preliminary investigations it appears that this alternative may be significantly less expensive than the replacement of the pump station, force main, and the entire trunk sewer. The preliminary cost estimate for this alternative, based on very limited analysis, is in the \$10,000,000. range.

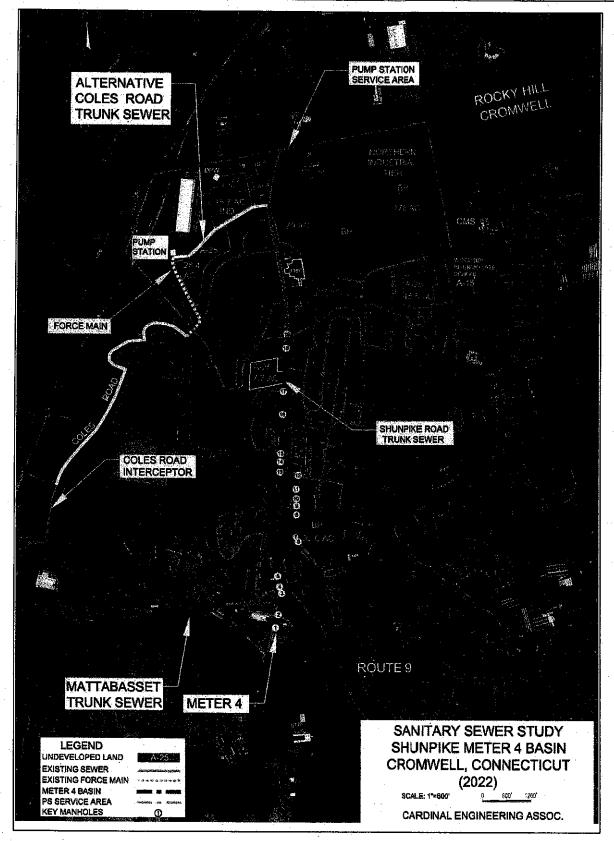


Figure 7 Coles Road Alternative

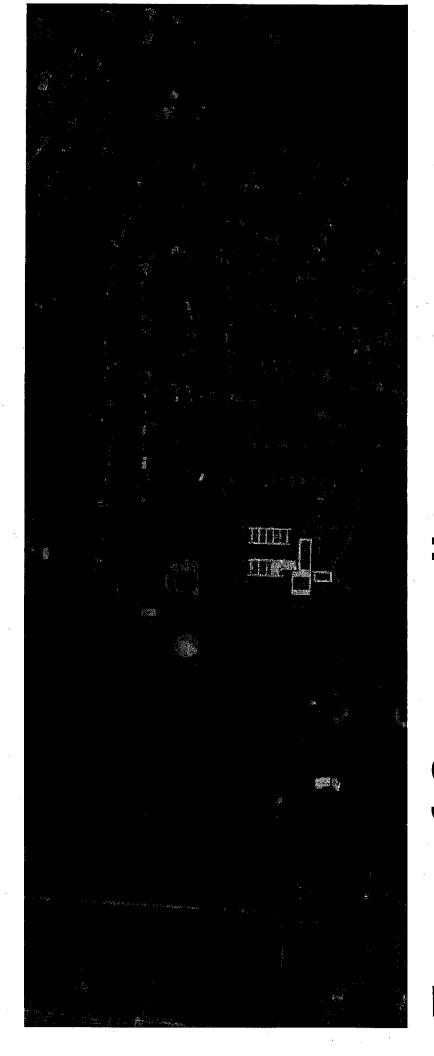
VI. CONCLUSIONS

Based on Sewer Department records, the Shunpike Road pump station and most of the trunk sewers with the exception of the section between Evergreen Road and Route 9, which the Town plans to replace, is capable of handling present wet weather flows. However, the remainder of the system has very limited reserve capacity and improvements will be necessary as development within the meter basin continues. As development continues within Meter 4 Basin, flows should be monitored to determine when improvements are required and peak flow from future developments should be limited to the capacity of the existing system.

Inflow continues to be a major component of the sewage flow within Meter Basin 4. A significant reduction of the peak inflow rate would increase the reserve capacity in the entire sewer system and increase the amount of future development that could be accommodated before any improvements are necessary. It is strongly recommended that the Sewer Department continue its efforts to locate and eliminate inflow and infiltration within the Meter 4 Sewer-shed.

To accommodate the estimated sewage flows after full development within the meter basin including development of the entire NIT as an office complex, the pump station, force main and the entire trunk sewer system will need to be replaced. The total cost for this work is estimated at \$ 14,000,000. The estimated cost of the Coles Road alternative is in the \$ 10,000,000. range. It is recommended that the Coles Road alternative be investigated in more detail to determine whether it would be a more cost-effective alternative to the replacement of the existing Shunpike Road Trunk Sewer.

Long term flow monitoring should continue within Meter Basin 4 to verify flow rates in the trunk sewer and to identify sources of Inflow and Infiltration. Flow metering at the Pump Station should be updated to include the ability to measure and record wetwell level and pump run time continuously. The I and I study should also include flow isolation, smoke testing, the inspection of manholes in low lying areas and a program to locate and disconnect sump pumps.



Town of Cromwell

The Cromwell Middle School Building Committee Meeting

February 1, 2023





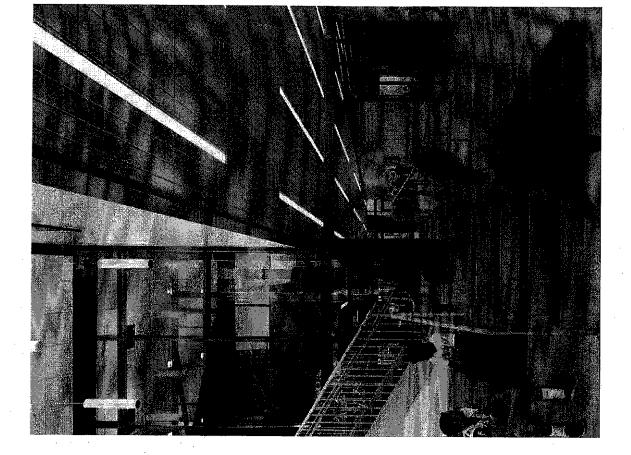


Agenda

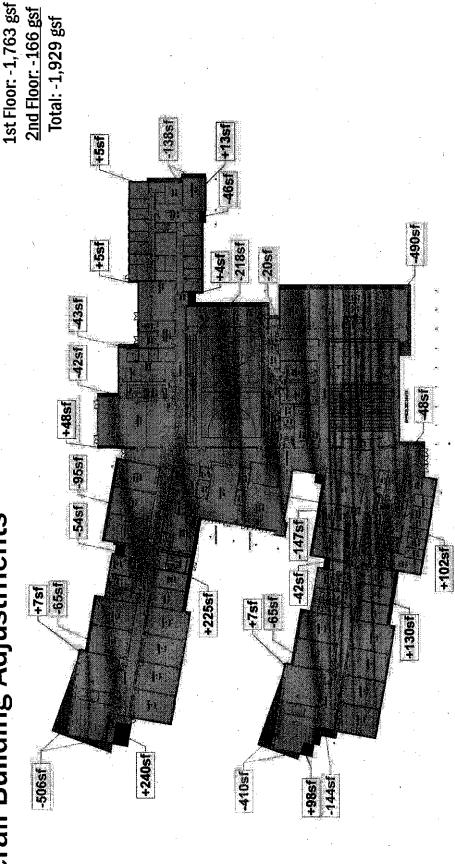
Agenda

- Traffic Study Update
- Building Design Update
- Schematic Design Estimate Update
- Value Management Log
- Schedule Update
- Meetings and Data Gathering
- Next Steps

KINS -----EASTMAN TOWN OF CROMWELL

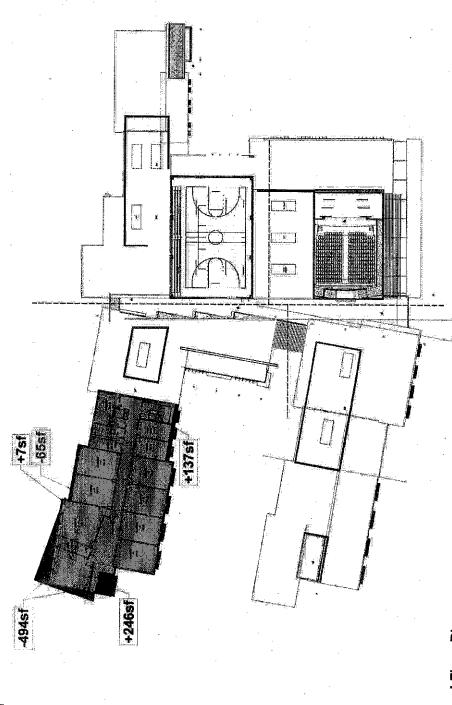


Overall Building Adjustments



First Floor Plan

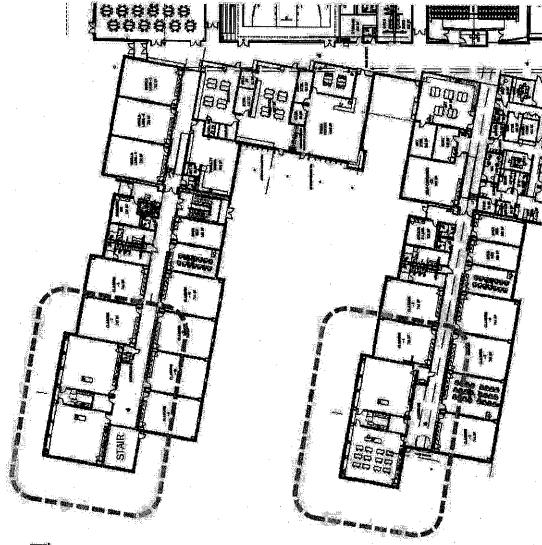
Overall Building Adjustments



Second Floor Plan

1st Floor: -1,763 gsf 2nd Floor: -166 gsf Total: -1,929 gsf





CR WING SIMPLIFICATION

AREA I DIALS (QUISIDE FACE O MIDDLE SCHOOL: 87,787, GSF	MREA LOTALS (OUTSIDE FACE OF EXTERIOR WALLS) WIDDLE SCHOOL: 87,787, GSF
BOE	5,596 GSF
TOTAL	93,383 GSF

• 1

Estimate Comparison

Reconciled SD Estimate January 2023	\$52.9m	\$68,1 m	**************************************	\$75.Sm 1
Concept Estimate April 2022	Direct Costs \$40.7m	Total Construction \$50.9m	Soft Costs \$7.7ms +	Total Budget

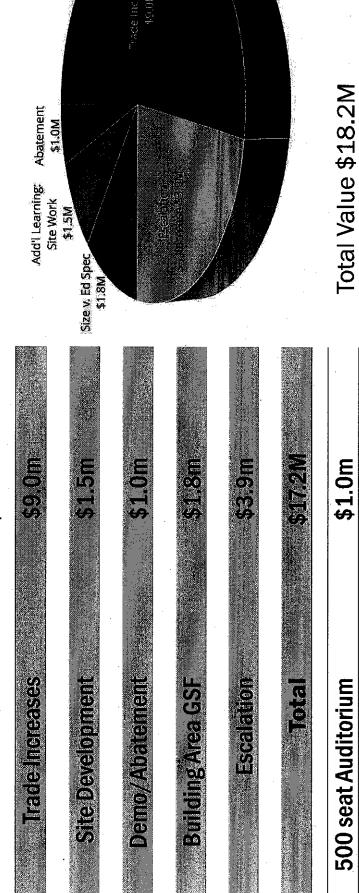
Delta from Concept Estimate (April 2022) to SD Estimate (January 2023)

\$17.2M



Estimate Comparison: Increases

Concept Estimate April 2022





Concept Estimate: Trade Cost Increases

Trade Cost Increase (>\$100k items shown)

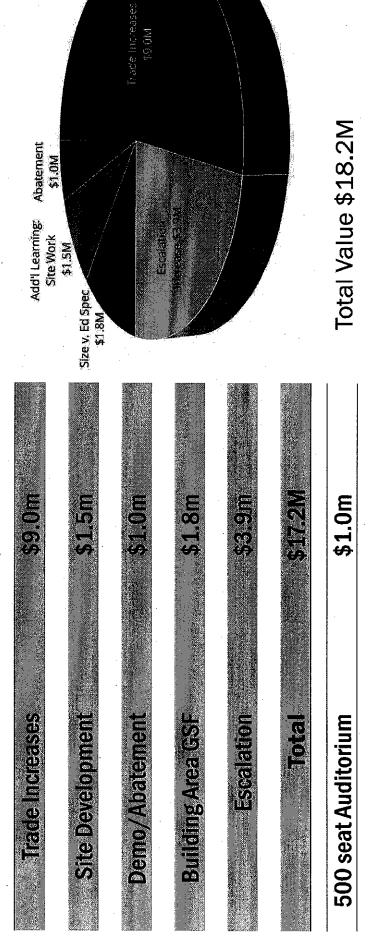
	\$465k	\$222k	\$476k	\$100k	\$544k	\$462k
	\$633k	\$598k	\$182K	\$133k	\$1,123K	\$ 5.8m
ities interest	rrete	nels	lows	nent	HVAC	Vork
	itee l	Afing	alles	bing	strical	La I
Temp. Facilities	C.I.P. Concrete Structural Steel	Siding and Panels Roofing	CW and Windows Gyp. Board Assemblies	Food Service Equipment Plumbing	HVAC Electrical	Site Work Sub-Total

(Includes \$3m in Escalation)



Estimate Comparison: Increases

Concept Estimate April 2022



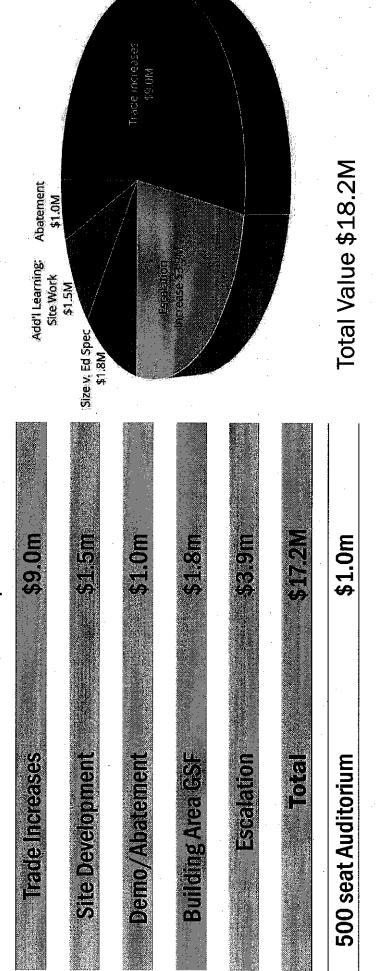
SITE PLAN

MANIMAN



Estimate Comparison: Increases

Concept Estimate April 2022



Building Area Analysis

MS Education Specifications - December 2021

Net Area: 62,648 SF

Core / Circulation: 20,665 SF (NTG Multiplier of 1.33)

Concept GSF Estimate: 83,313 SF

Anticipated Building Area

nside of Exterior Walls: 83,313.SE

5% Ext. Wall Thickness: 4,166 SF

Anticipated Building 87,479 SF (Exterior of Exterior Walls)

Note: April 2022 Concept Estimate Based on 83,313 SF Building Area: \$48.254 million = \$579.19/sf

SD MS Building Area

Net Area: 63,691.SF

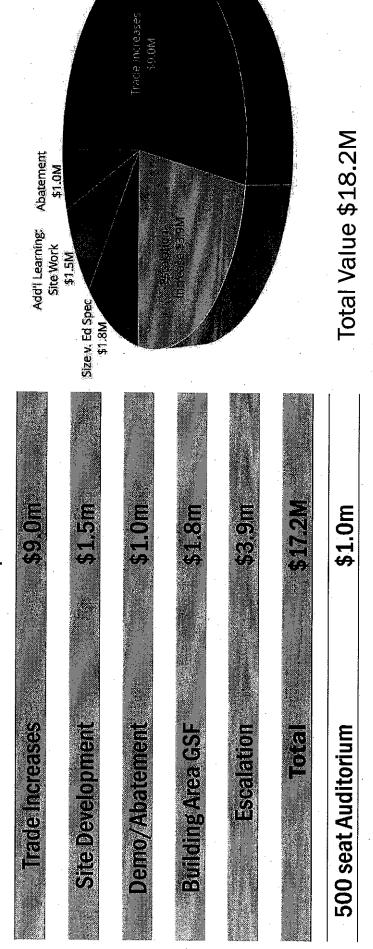
Actual NTG Ratio: 1.37 (Est. NTG Multiplier for MS)

Total Building Area: 87,788 SF Ext of Exteror Walls



Estimate Comparison: Increases

Concept Estimate April 2022



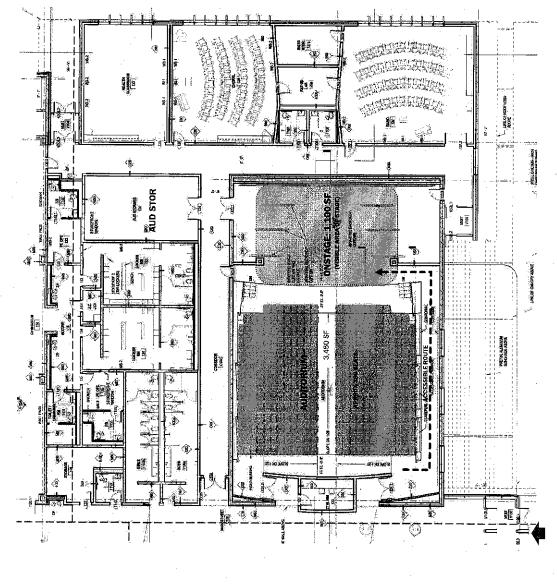
380 SEAT SCHEMATIC DESIGN (19" WIDE SEATS)

3,450 SF HOUSE:

1,460 SF STAGE:

CONTROL RM: 125 SF

AUD STORAGE: 562 SF



TOWN OF CROMWELL EASTMAN

PERKINS

500 SEAT AUDITORIUM STUDY

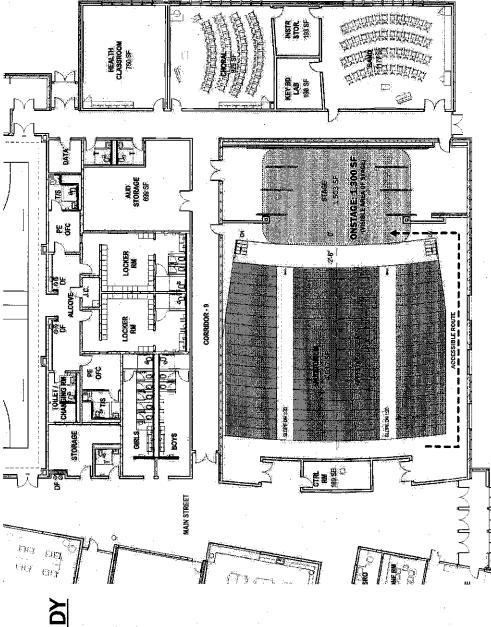
(19" WIDE SEATS)

HOUSE: 4,517 SF

STAGE: 1,800 SF

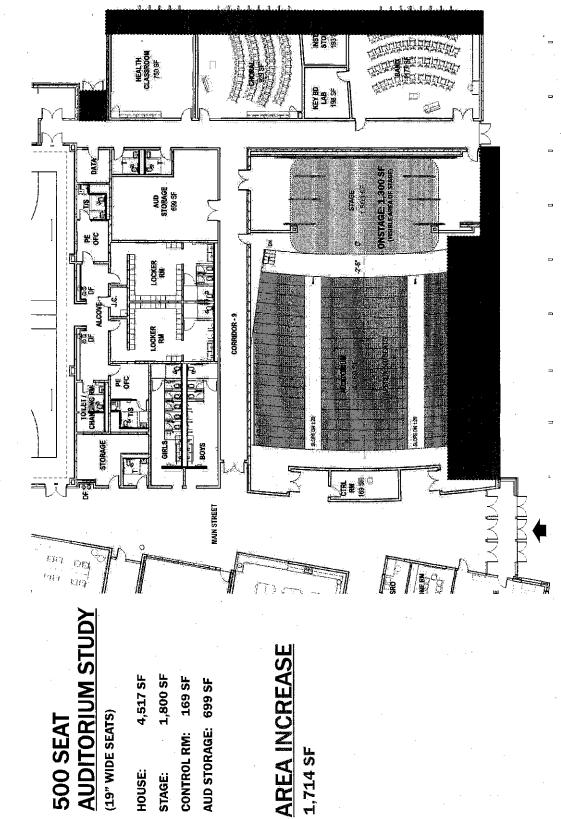
CONTROL RM: 169 SF

AUD STORAGE: 699 SF



EASTMAN TOWN OF CROMWELL

PERKINS



1,714 SF

1,800 SF 4,517 SF

HOUSE: STAGE:

(19" WIDE SEATS)

500 SEAT

CONTROL RM: 169 SF AUD STORAGE: 699 SF EASTMAN TOWN OF CROMWELL

PERKINS

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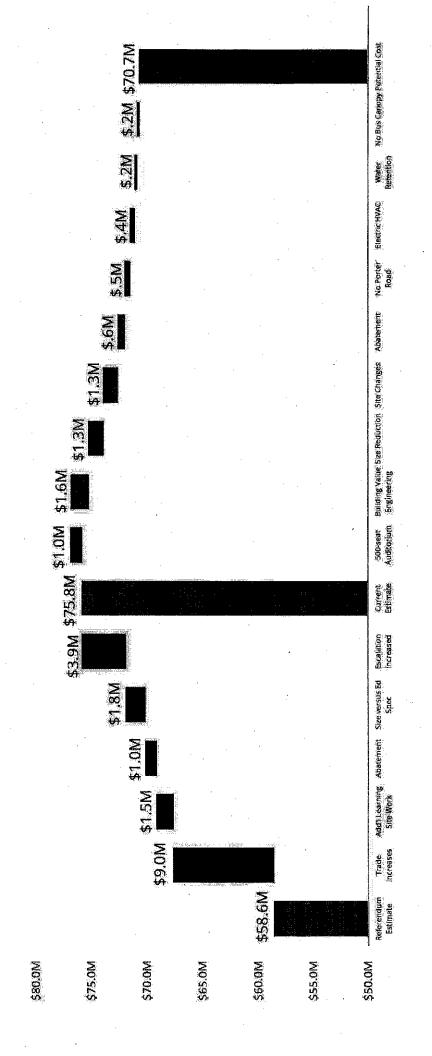
Value Management Log: Site/Building

Value	\$120k \$120k \$40k \$126k \$134k \$134k \$134k \$432k \$432k \$234k \$234k \$564k \$564k \$555k \$255k
Description	Concrete Sidewalks in fieu of Pavers Remove Bleachers, goals, and benches Reduce Landscaping/Trees – 20% Remove parking bay and drive aisle Remove Qutdoor learning station Fence in lieu of Wall @ Service Area Reduce Roof Steel in lieu of Tapered Insul. Eliminate Vegetared Roof Reduce Roof Monitors/Clerestory Reduce Roof Monitors/Clerestory Reduce Roof Treelis Reduce Trellis Storefront in lieu of CW

Value Management Log: Other

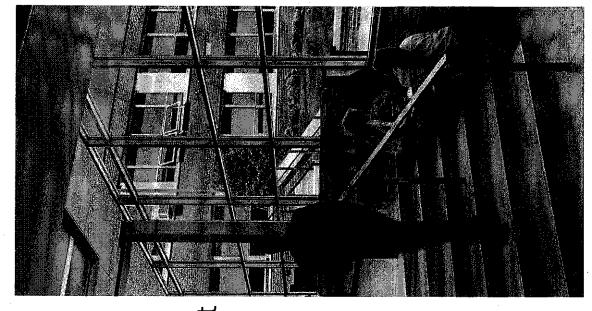
Value	\$1.3m	\$0.6m	\$0.5m	\$0.4m	×\$02m	\$0.2m	\$1BD	
Description	**************************************	Demo/Abatement Confirmation	Porter Road Re-alignment	All Electric HVAC Option	Reditced Water Retention System*	Eliminate Bus Canopy	Fire Pump*	*Items require review with AHJ

Summary: Estimate Increases and Potential Reductions



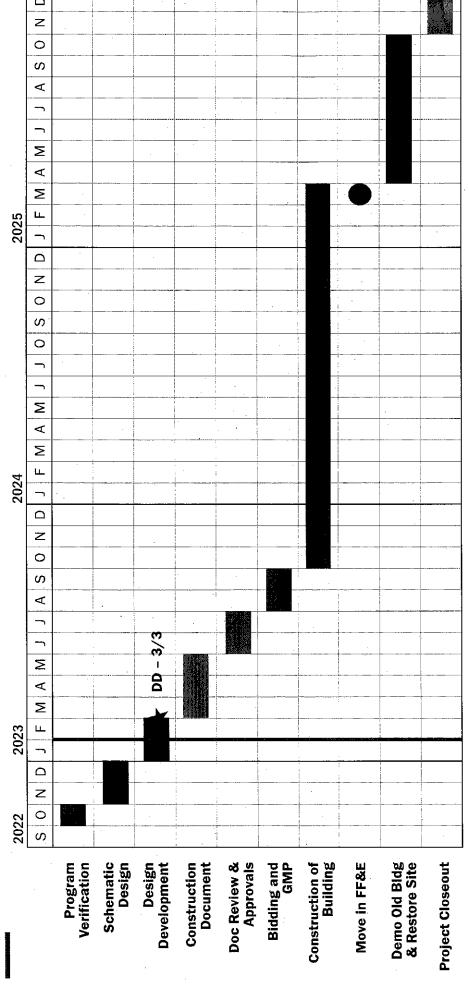
Options for Moving Forward

- Appropriate additional funds to construct full scope
- * \$18.2 Million
- Appropriate additional funds after Value Management
- \$12.1 Million
- Reduce Project Scope by 30% to meet \$58.6M Budget
- Reduce Building Area
- Reduce Site Development
- Control Temporary Improvements
- Early Procurement Options
- Bid Alternates



Schedule

Proposed Schedule



EASTMAN TOWN OF CROMWELL

PERKINS-

10 •

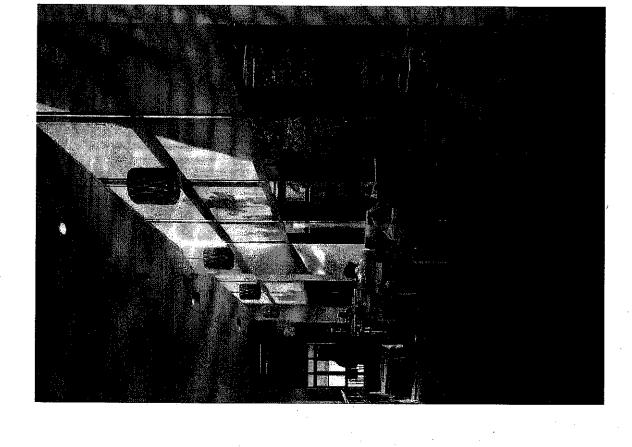
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Next Steps

Next Steps

- DD Detailing and coordination of systems
- DD Further develop massing/elevations and materials
- DD Incorporate Approved VM strategies
- Continue discussions with Educators and CMSBC Design Sub-committee
- DD Submission estimated 3/3/23
- Community Information Meeting Date TBD
- Planning and Zoning Submission Date TBD
- Community Decision for Project



TOWN OF CROMWELL

2021-04-0080739 GLASS ROBERTA L 12 TWIN OAKS DR CROMMELL CT 06416-1127 2021-04-0080791 HAGAN NICOLE M	2021-04-0080481 DEANE MATTHEW F 108 SOUTH ST CROMWELL CT 06416-2238		2021-04-0080362 CHANDA CHANDANA 23 CIDER HILL DR CROMWELL CT 06416-1170		ZEILOR BRENDA A + 5 BLACK BIRCH DR CROMWELL CT 06416	-03-0062863 WERST ALISA 23 NORDLAND CROMWELL CT	-03-0062085	2021-03-0062079 TOYOTA LEASE TRUST 3200 WEST RAY ROAD M017 CHANDLER AZ 85226	2021-03-0062059 TOYOTA LEASE TRUST 3200 WEST RAY ROAD M017 CHANDLER AZ 85226	2021-03-0057822 MCKEE RICHARD L 25 APPLEWOOD RD CROMWELL CT 06416-1042	CARRERAS 110 NORTH CROMWELL	2021-02-0001122 UPPER FORTY FARM 86 NOOKS HILL ROAD CROMWELL CT 06416	2021-01-0004804 SCATA SALVATORE 1 95 GOODWIN AVENUE WETHERSFIELD CT 06109	2021-01-0004770 SARNOWSKI ALAN D + SARNOWSKI CYNTHIA 1 39 CHELSEA DRIVE CROMWELL CT 06416		2021-01-0003630 MICHAUD MAGLOIRE J 1 9 SHELLY STREET CROMWELL CT 06416	2021-01-0003622 MEZILE AGATHE 18 LEDGE ROAD CROMWELL CT 06416	ALVATORE + MALESPINI CROSSING, Unit 030 06416	2021-01-0002647 JAFRI MUSSTAFA + JAFRI ALIA 1 2105 CROMWELL HILLS DRIVE, Uni CROMWELL CT 06416	Posted Refund Transaction (s) TOWN OF CROMWELL Condition(s): Bill Name Dist/Susp/Bank Address	
	Excess Payment	Excess	Excess	/JN8AS5MV4CW353607 7 12-129 Refund of Excess	/5J6RE485X9L054749 3 12-129 Refund of Excess	2015/KMHCT5AE0EU205309 62863 Sec. 12-129 Refund of Excess Payments.	#] P	74T1K61AK3MU407401	/2T3F1RFV7LW099284 9 12-129 Refund of Excess	/WDDHF8JB7GB287583 2 12-129 Refund of Excess	/5LMJJ2J53DEL02861 2 12-129 Refund of Excess	OOKS HILL ROAD 8400 12-129 Refund of Excess	QUIRE DRIVE 01B	39 CHELSEA DRIVE 00408200 Sec. 12-129 Refund of Excess	SKYVIEW DRIVE D-4 4700 12-129 Refund of Excess	SLLY STREET 12-129 Refund of Excess	EDGE ROAD 5100 12-129 Refund of	3HIAND CROSSING 030 0000 12-129 Refund of Excess		Int Date: 02/01/2023 Date: Prop Loc/Vehicle Info. UniqueID/Reason	
1/4/2023	1/6/2023	1/4/2023	12/28/2022	1/9/2023	1/25/2023	10/19/2022	9/20/2022	9/20/2022	9/20/2022	1/24/2023	1/11/2023	12/27/2022	1/12/2023	1/17/2023	12/19/2022	1/17/2023	1/5/2023	12/29/2022	1/17/2023	02/01/2023 Page: Paid Date	
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-493.16	-13.51	-578.63	-159.64	-49.56	-157.97	-52.97	-451.65	-607.84	-482.81	-567.34	-317.19	-23.66	-300.00	-300.00	-1,765.00	-2,168.62	-195.74	-100.00	-790.92	Overpaid Tax	

TOTAL	CROMMELL CT 064. 2021-04-0081305 MORALES DAVID M 4 SHADY BROOK DI CROMMELL CT 064:	2021-04-0081167 MADEJ DAVID 23A TIMBER	2021-04-0080834		Bill Name Dist/Susp/Bank Address	Posted Refund Transaction (s)
24	CRONWELL CT 06416-2237 MORALES DAVID N 4 SHADY BROOK DR CRONWELL CT 06416-1447	MADEJ DAVID 23A TIMBER HILL RD	CROMMELL CT U6416-1318 2021-04-0080834 HEIDORN ALLEN R + HEIDORN JOYCE G CROMMETT CT 06416 2666	10 SUNSET DR	Name Address	cansaction (s)
	2237		HEIDORN JOYCE G			TOWN OF CROMWELL
	Sec. 12-129 Refund of Excess Payments. Sec. 12-129 Refund of Excess Payments.	Sec. 12-129 Retund of Excess rayments. 2004/1PA100P164M026340 81167	Sec. 12-129 Refund of Excess Payments. 2019/484BSAHCOK3252805 80834	80791	Prop Loc/Vehicle Info. UniqueID/Reason	Int Date: 02/01/2023
						Date: 02/01/2023
	1/4/2023	1/4/2023	1/4/2023	1/4/2023	Paid Date	/2023 Page:
35,123.86 45,729.90	0.00 464.28	58.39 82.77	0.00 400.71	140.46	Tax	2
0.00 58.03	0.00	0.00	0.00	0.00	Int	
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-10,606.04	-464.28	-24.38	-400.71	-140.46	Overpaid Tax	

Denise Lamontagne Chief of Police

MEMO

TO:

Anthony Salvatore

Town Manager

FROM:

Chief Denise Lamontagne

SUBJECT:

Town Council Report

DATE:

February 1, 2023

In preparation for the February Town Council meeting, I am providing you the January monthly statistics. I am also providing you a report from K-9 Sergeant John Carlson for activity for the month of January 2023 and a Detective Division report from Detective Sergeant Steve Penn.

Response to Aggression/Resistance: two (7 officers)

Civilian Complaints: none

Training:

- Sergeant McCarter and Officer Brooks: COLLECT recertification
- Sergeant Kogut: NTIM: Responder Training Course
- Sergeant Bengtson and Sergeant Parsons: In-Service Training
- Officer Jones: Accreditation Training
- Detectives Perricone and Perlini: Best Collection Practices for Evidence

Dispatcher Laura Pangaro, hired September 22, 2022 submitted her letter of resignation effective February 5, 2023.

Run Date: 02/01/2023 Run Time: 08:08

Cromwell Police Department

Incident Statistics Report

01/01/2023 00:00 Thru 01/31/2023 23:59

Call Type Description	Total for Period
911 Hang Up Call	8
Administrative Matter	8
Alarm - All types	19
ALARM-FALSE BILLABLE	14
All Other Offenses	4
Animal Complaint	14
Assault, Simple	1
Assist Motorist	24
Assist Other Agency	35
CAR WASH	31
Civil Matter	4
Dis Conduct/BOP	3
Domestic Incident	5
DUI	5
Escort	2
False Pretenses/Swindling	2
Fight/Disturbance	2
Fingerprinting	23
Follow Up	3
FV Protocol / P.A.	7
Identity Theft	10
Impaired / Intox Person	1
Juvenile Incident	8
Larceny - From Building	2
Larceny - From MV	4
Larceny - MV Parts/Access	6
Larceny -Shoplifting	17
Larceny- Other	·4
MEDICAL - OXYGEN REPLACEMENT	4
Medical Emergency	55
MEDICATION DISPOSAL BOX	2
Missing Person	1
MV Accident	25
MV - Recovered	1
MV Abandoned	2
MV Parking Violation	4
MV Theft	3
MV Violation	94
MV VIOLATION ATTEMPTED	1

Run Time: 08:08

Cromwell Police Department

Incident Statistics Report

01/01/2023 00:00 Thru 01/31/2023 23:59

Call Type Description	Total for Period
MVA NR PRIV PROP	8
Noise Complaint	4
Nursing Home Fax Report	2
Property Check	518
Property Lost/Found	7
Property Seized	3
Record Only Call	5
Road Cond/TCS Out	6
ROBBERY	1
See Complainant	35
Serve Warrant INFO	6
Suspicious Activity	46
TEST CALL	1
Threaten/Harass/Intimidation	3
Traffic Assignment	14
Trespassing	4
Unfounded Complaint	27
Untimely Death	1
Unwanted Person	6
Well Being Check	26
	T-4-1: 4404

Total:

1181

Run Date: 02/01/2023 Run Time: 08:08

Cromwell Police Department

Page 1 of 1

Monthly NIBRS Statistics

01/01/2023 00:00 Thru 01/31/2023 23:59

	Call Description	Curr Mth	Prev Mth		Chg	Prev Year	9/	6 Chg	Year To Date	Year To Date 2022		% Chg
	THE RESERVE THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO I	01/ 2023	12/ 2022	Mth	to Mth	01/2022	Mt	h to Yr	1/1 - 01/31/2023	1/1 - 01/31/2022	2	023 / 2022
11D	Forcible Fondling	0	1	%	100	0	%	0	0	0	%	0
120	Robbery	1	0	%	+100	1	%	0	1	1	%	0
13B	Simple Assault	3	3	%	O	5	%	-40	3	5	%	-40
13C	Intimidation	1	3	%	-66.	4	%	-75	1	4	%	-75
210	Extortion/Blackmail	0	0	%	O	1	%	100	0	1	%	-100
220	Burglary/Breaking and Enter	1	0	%	+100	0	%	+100	1	0	%	+100
23C	Shoplifting	14	19	%	-26.	17	%	-17.	14	17	%	-17.
23D	Theft From Building	1	1	%	0	5	%	-80	1	5	%	-80
23F	Theft From Vehicle	6	6	%	0	3	%	+100	6	3	%	+100
23G	Theft of MV Parts or Access	3	11	%	-72.	3	%	0	3	3	%	0
23H	All other Larceny	3	3	%	0	4	%	-25	3	4	%	-25
240	Motor Vehicle Theft	2	4	%	-50	0	%	+200	2	0	%	+200
250	Counterfeiting/Forgery	0	0	%	O	1	%	100	0	1	%	-100
26A	False Pretenses/Swindle/Con	2	2	%	0	0	%	+200	2	0	%	+200
26B	Credit Card/Automatic Telle	0	0	%	O	3	%	33.3		3	%	-33.
26C	Impersonation	0	1	%	100	0	%	0	0	0	%	
26E	Wire Fraud	0	0	%	0	1	%	100	0	1	%	-100
26F	Identity Theft	7	4	%	+75	2	%	+250	7	2	%	+250
270	Embezzlement	0	0	%	0	1	%	100	0		%	-100
290	Destruction/Damage/Vandalis	5	7	%	-28.	6	%	-16.	5	6	%	-16.
35A	Drug Narcotic Violations	1	1	%	O.	2	%	-50	1	2	%	-50
35B	Drug Equipment Violations	1	2	%	-50	4	%	-75	1	4	%	-75
90C	Disorderly Conduct	2	2	%	- 0	6	%	-66.	2	6	%	-66.
90D	Driving under the Influence	5	0	%	+500	3	%	+66.6	5	3	%	+66.6
90F	Family Offenses, Nonviolent	0	0	%	0	2	%	50	0	2	- %	-50
90J	Trespass of Real Property	3	2	%	+50	2	%	+50	3	2	%	+50
90Z	All Other Offenses	2	3	%	-33.	3	%	-33.	2	3	%	-33.
_	Report Totals:	63	75	%	-16	79	%					
	Toport Totala,	00	10	/0	-10	13	70	-20.	63	79	%	-20.



Denise Lamontagne Chief of Police

TO:

Chief Denise Lamontagne

FROM:

K-9 Sergeant John Carlson

SUBJECT:

Monthly K-9 Activity January 2023

DATE:

01-30-2023

Beginning January 1, 2023 through January 31, 2023 I am reporting the following activities for the K-9 unit:

January 10, 2023 – K-9 monthly patrol in-service at West Hartford School – 8 Hours

January 24, 2023 – K9 quarterly narcotics in-service at CSP K9 Unit – 8 Hours

January 26, 2023 – K9 quarterly narcotics in-service at Hotel in Ledyard – 8 Hours

January 27, 2023 – K9 demonstration for high school students

Nothing further at this time.



Denise Lamontagne Chief of Police

MEMO

TO:

Captain Frederick Sifodaskalakis

FROM:

Sergeant Steven Penn

SUBJECT:

Detective Division Report January 2023

DATE:

January 27, 2023

During the month of December, the Detective Division served (1) one arrest warrant. The warrant was approved by the court after lengthy investigations conducted by Detective Perricone.

- 1. The incident originated on November 20, 2022 when patrol officers responded to 28 North Rd. for a report of a stolen motor vehicle. The patrol officer learned that the vehicle was unlocked and the key fob was kept inside the vehicle. On November 23rd the vehicle was located by the New Britain Police Department and recovered. Detective Perricone processed the car for evidence. Along with evidence being submitted to the CT state lab for analysis investigative leads were developed, and as a result a suspect was generated.
 - Det. Perricone was able to secure an arrest warrant for Alyssa Rosado (dob: 06/10/2004). Rosado turned herself in on January 24, 2023 and was charged with P.A. 22-115 Larceny of a Motor Vehicle. Rosado could not post the court set \$20,000.00 bond and was presented in court on the same day.

MEMORANDUM

To:

Anthony J. Salvatore, Town Manager

From:

Louis J. Spina, Jr.

Director of Public Works

Date:

February 1, 2023

Re:

Town Council Updates

Here is a list of some of the projects Public Works staff is currently working on. I will attend next week's meeting should there be any questions:

- Cardinal Engineering is conducting the drainage study of nine areas in Town. We are considering adding a tenth location on Evergreen near the community garden (culvert conveys Willow Brook). A report should be ready in the spring.
- 2) Silver Petrucelli has begun the first phase (study and conceptual design) of the Pierson Park football facility project.
- 3) CHA (Clough Harbor) was the lowest qualified bidder for the high school multi-purpose field project. Working on getting a contract signed. If they ask about other fields, this only looks at the possible impacts to adjacent fields to fit a larger facility with bleachers, press box, etc.
- 4) West Street sidewalks should bid in March for summer construction.
- 5) Little league lights are in fabrication –Scheduled to be shipped on March 6th. Will be installed after that, weather permitting.
- 6) Neglected Cemetery Grant submitted on January 23rd. I will update TC when we hear back.

TOWN OF CROMWELL - TOWN COUNCIL TOWN HALL COUNCIL CHAMBERS 41 WEST STREET, CROMWELL, CT 06416 REGULAR MEETING MINUTES

Wednesday, January 11, 2023 - 7:00 p.m.

Present:

Mayor S. Fortenbach, Deputy Mayor J. Henehan, Councilman Demetriades, Councilwoman J. Donohue, Councilwoman P. Luna,

Councilman J. Polke

Absent:

Councilman A. Waters

Also Present:

Town Manager Salvatore, Chief LaMontagne, Captain Sifodaskalakis, Public Works Director Lou Spina, Finance Director Sharon DeVoe

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE

The Town Council stood to recite the Pledge of Allegiance.

C. APPROVAL OF AGENDA

MOTION made by J. Donohue and **SECONDED** by J. Henehan to amend the agenda to include Item 7G. Discussion and possible approval for the Town Manager to accept the Neglected Cemetery Grant on behalf of the Town of Cromwell. **All in favor.**

D. COMMISSION CHAIRMAN REPORTS/LIAISON REPORT/STAFF REPORTS 1. CMS Building Committee

Rosanna Glynn was in attendance to present her report to the Town Council. See *Attachment A* for CMS Building Committee report.

Councilwoman Donohue asked about the auditorium waiver and if the Building Committee is confident and comfortable on how it is moving along. Ms. Glynn replied that they have a meeting next month with the State to begin discussion about what the waiver will include. They need Perkins to give them their final drawing and assessment of what the layout will look like. The schematic drawings are complete. There was miscommunication regarding the required stage size and auditorium seating and a meeting was held today with a path forward with some options. Ms. Glynn stated that they do hope to stay with the waiver. Councilwoman Donohue asked if they are within the expected budget required to be reimbursed by the State and if their intent is to stay within budget. Ms. Glynn responded that there is a real

risk, the highest risk and impact is a result of the economic situation; when the estimates were done in March/April, the inflation rate was nowhere near where it is today. They had a 6% escalation rate added to their budget as a buffer. She added that they have two cost assessments being conducted in parallel, one by Newfield and one by Perkins, they plan to have numbers next week and will present at the next CMS Building Committee Meeting. She explained that the real numbers do not come in until they go out to bid in June. Deputy Mayor Henehan asked if they have discussed flexibility. He expressed it is incumbent upon the group that this needs to be thought about throughout the project. Ms. Glynn replied that the priority is the building itself and that they need to make sure the footprint meets the intent of the curriculum that the school is trying to achieve. She explained areas of cutting costs include materials or any features we want that we may have to postpone. Councilman Polke said he read the Middletown Press article and it is great that they are still trying to stay within budget.

There was further discussion regarding the space waiver for the auditorium. Ms. Glynn said if there is anything beyond what is allowed in the polices and procedures, they will not reimburse anything. If they approve the waiver, then we get 39% reimbursement of the addition.

Town Manager Salvatore mentioned to Ms. Glynn that a constituent inquired with DEEP about possible restrictions in Watrous Park. DEEP is now currently looking into any restrictions. Ms. Glynn indicated that a title search was conducted when the property was surveyed. Town Manager Salvatore stated that his staff also conducted an extensive search of the property and he is confident with the Town Staff's research. Town Manager Salvatore asked Ms. Glynn to please provide a copy of the title search.

2. Board of Education

Chairwoman Celina Kelleher updated the Council on the following:

- The first Facilities Meeting with the new Director of Operations was held. They
 went over areas of concern including the ongoing boiler concerns. They are at
 their life expectancy and being repaired often.
- The Culinary Kitchen is complete and the Certificate of Approval was received. Staff will be trained today and the kitchen will be in use immediately. A student took a video of the Culinary Kitchen and posted it to their YouTube page if anyone wants to take a look.
- The Board approved a new school calendar. They anticipate changes to Professional Development Days.
- They have approved a new course for Cromwell High School. They are moving Choir, Jazz, and Band to an actual course from an after-school activity.

 Budget update: There were some unexpected Special Education expenses in December. They are looking into open purchase orders and pumping the breaks on some of them. They are also going to refrain from filling open positions. They will be taking the first crack at their budget on January 24, 2023.

E. MAYOR'S UPDATE

Mayor Fortenbach read his report. See Attachment B. He recognized the Public Works crew for their work on December 23rd when the weather was 50 degrees and then dropped quickly. He continued, they did a fantastic job and threaded the needle so well by getting material down at the right time. Traveling on Christmas Eve could have been dangerous.

F. TOWN MANAGER'S UPDATE

Town Manager added the following to his report:

- He informed the Council that under Informational Items he provided information regarding Watrous Park. He was contacted by DEEP regarding a complaint about concerns of possible restrictions on a parcel. He showed the Council on a map exactly where the aware of concern is. He assured the Council that he is confident that staff did a great job looking into this and he is sure there are no restrictions.
- The Kick-Off presentations were given by Sondra of BerryDunn on January 10th at 9:30 a.m. and 2 p.m. They were very well attended and many good questions were asked. Sondra will be meeting with individuals one on one if they choose to do so. He informed the Council that virtual bi-weekly meetings are held via Zoom, he has one scheduled for tomorrow. He added that the survey for employees to fill out will go out soon and will be anonymous. Overall, he is very pleased with the company and the work they have done so far. He hopes positive feedback comes from this to make the Town more productive as a whole and for employees to be more comfortable.
- He asked the Town Council to contact his office if anyone wants to see a building or wishes to observe an operation. We will make arrangements.

G. FINANCIAL/FINANCE DIRECTOR'S UPDATE

- 1. Budget Report
 Sharon DeVoe was in attendance to present her budget report and to answer any questions of the Town Council.
- 2. Long Range Capital Planning Committee Memo
 Finance Director DeVoe was in attendance to present her Long-Range Capital
 Planning Memo to the Town Council.

Town of Cromwell Town Council Regular Meeting January 11, 2023 Page 4

Councilman Demetriades asked when we can expect to the have the drainage study information back for the storm water and infrastructure improvement. Public Works Director Spina said he will get it to him as soon as we receive it.

Town Manager Salvatore explained we have \$180,000 in CNR. To meet the level that was put in place for 60-day reserves, we are going to be \$200,000 short in that area and he is not projecting that we will have any surplus this year. Therefore, his recommendation on behalf of finance, as we are preparing the budget for next fiscal year is that we consider using the ARPA funds to honor some CNR requests. He informed the Council that we need an adequate radio system for the Public Works Department which will cost roughly \$500,000, we will also need equipment and police cars, etc. The only area this money will be available is in the ARPA funds. There will be federal money coming down for drainage projects. There is also a grant in State government that may be utilized for funding for the Community Center. We are looking at possible sites. Currently, staff is looking at Snow Park (Coles Road across from Black Birch).

Councilwoman Donohue expressed her disappointment that the Public Works Radio System was not the first thing the ARPA money was used for and that it went towards several Recreational Items. She explained, this Public Works Radio System is critical to our infrastructure and should have been a priority over Recreational Items. Town Manager Salvatore explained that he said right from the start that this radio system needed replacement. He added that the previous Public Works Director did not expand on this. He assured Councilwoman Donohue that we have not lost sight of this purchase. When Mr. Spina returned to the Town, he began to look at numbers. We are waiting on the State right now. We have to be accepted by the Commissioner of DESPP before the radio vendor will have a discussion with the Town regarding our needs. We have been working on this right along but it is a long process.

Councilman Demetriades explained that this was an item on the list of ARPA fund priorities that was asked for by the Council. We did not have all the pieces we are close to having now for this particular project. He believes we always had part of the money allocated for considering a Public Works Radio System.

Town Manager Salvatore explained one major area of drainage is Nooks Hill Road by the Railroad Trussell. We are trying to get permission from a private owner and then the State of Connecticut. We do not have permission yet from the private property owner. Once we get permission, we plan to work with the Sewer Department to send a camera down to look at what is exactly there. This is going

to be a major project that needs to be done and has always been a problem area. Discussion followed regarding drainage projects.

3. Tax Refunds

MOTION made by J. Polke and **SECONDED** by P. Luna to approve Tax Refunds #1-7.

All in favor.

- **4.** Set dates and times for 2023-2024 budget workshops (March). The Town Council agreed to hold the Budget Workshops on February 28th and March 1st at 4:30 p.m. in the Council Chambers.
- 5. Authorize Mayor to set date and time for public hearing on the Capital Improvement Program (March).
 MOTION made by J. Donohue and SECONDED by J. Demetriades to set the date and time for the public hearing for the Capital Improvement Program.
 All in favor.
- 6. Authorize Mayor to set date and time for Special Town Meeting to approve Sewer Usage Budget and Sewer Assessment Budget (March) MOTION made by J. Donohue and SECONDED by J. Henehan to set the date and time as March 8, 2023 at 6:45 p.m. for the Special Town Meeting to approve Sewer Usage Budget and Sewer Assessment Budget. All In favor.
- 7. Discussion and possible approval for the Town Manager to accept the Neglected Cemetery Grant on behalf of the Town of Cromwell. See Attachment C.

Public Works Director Spina was in attendance to answer questions of the Town Council. He explained it is a small grant we have received twice before.

MOTION made by J. Henehan and **SECONDED** by P. Luna to authorize the Town Manager, Anthony Salvatore to enter into and executive any and all agreements, contracts and documents necessary to obtain the Neglected Cemetery Grant should the Town be selected for a grant award. **All in favor.**

CHIEF OF POLICE'S UPDATE

Н.

The Chief of Police was in attendance to present her report to the Town Council. She added the following to her report:

- Officer Visconti was injured twice at the academy. She has a doctor's appointment coming up. Hopefully it is an expedited transition to get her out on the road.
- The officers started this week on their new shifts. She feels this will bring a significant increase in moral.
- They started a new hiring process.
- They sent people to the agility test, one backed out and one passed. We have one candidate moving forward. They will be continually conducting interviews.
- There is a candidate from a previous testing phase who was in violation of the Police Department's tattoo policy, the candidate is having it removed and they will be meeting with the candidate soon to see where they stand.
- There was an accident involving a cruiser on Main Street. The officer was not in the car. The car was parked under a light. This is still under investigation.

Mayor Fortenbach asked a question regarding the legalization of the sale recreational marijuana in Connecticut and if there is anything the Police Department is doing now that is different than the usual DUI. Chief LaMontagne explained there are many things they cannot do such as pull a car over for the odor of marijuana. She assured the Council that the officers are very well trained for spotting individuals driving under the influence (alcohol and drugs) and will be taking all the necessary steps to continue doing what they do.

There were questions regarding the car that was hit on Main Street. Chief LaMontagne informed the Council that the car was one of the new cruisers. Town Manager Salvatore explained what happens if the car is totaled. He said once we hear back from CIRMA we will use the insurance money we get and will request an additional appropriation from the Town Council to replace the car. Chief LaMontagne added that if the car is totaled, it does not mean the equipment inside the car is totaled. Hopefully, we will be able to use that equipment and only have to pay for the labor to take the equipment out and install it in the new car.

I. PUBLIC WORKS DIRECTOR'S UPDATE

Public Works Director Spina was in attendance to present his report to the Town Council. He added the following to his report:

- The Athletic Field RFP will close this Friday afternoon. We hope to have enough money.
- The Bottle Nip Fund for every nip sold in Town, the Town receives five cents.
 The Town used the funds we received to keep seasonal employees employed

longer than we usually do. We partnered the seasonal employees with the solid waste operator to pick up trash in Town.

- J. CITIZEN COMMENTS (limited to 2 minutes per speaker, please be respectful)
 None.
- K. NEW BUSINESS None.

L. APPROVAL OF MINUTES

1. December 14, 2022 Regular Meeting Minutes

MOTION made by J. Donohue and SECONDED by J. Henehan to approve the December 14, 2022 Regular Meeting Minutes.

All in favor.

M. RESIGNATIONS

Ruth Checko, Recreation Commission
 MOTION made by J. Donohue and SECONDED by P. Luna to accept the resignation of Ruth Checko from the Recreation Commission with regret.
 All in favor.

N. APPOINTMENTS/REAPPOINTMENTS

Appointments:

- 1. Youth Advisory Board
 - a. Jason Barber (U), regular member for a term expiring 1/1/2024 **MOTION** made by J. Demetriades and **SECONDED** by P. Luna to appoint Jason Barber as a regular member to the Youth Advisory Board for a term expiring 1/1/2024.

All in favor.

b. Katrina Barber (U), regular member for a term expiring 1/1/2024 **MOTION** made by J. Demetriades and **SECONDED** by P. Luna to appoint Katrina Barber as a regular member to the Youth Advisory Board for a term expiring 1/1/2024.

All in favor.

c. Gayle Ivy (U), regular member for a term expiring 1/1/2024

MOTION made by J. Demetriades and SECONDED by P. Luna to appoint Gayle
Ivy as a regular member to the Youth Advisory Board for a term expiring 1/1/2024.

All in favor.

Reappointments:

1. Youth Advisory Board

a. Suzanne Rutner (U), regular member for a term expiring 1/1/2024

MOTION made by J. Donohue and SECONDED by J. Henehan to reappoint

Suzanne Rutner as a regular member to the Youth Advisory Board for a term
expiring 1/1/2024.

All in favor.

b. Whitney Simmons (D), regular member for a term expiring 1/1/2024 MOTION made by J. Donohue and SECONDED by J. Henehan to reappoint Whitney Simmons as a regular member to the Youth Advisory Board for a term expiring 1/1/2024.

All in favor.

O. INFORMATIONAL ITEMS

1. Watrous Park Deeds and Restrictions

Town Manager Salvatore explained that this is what he discussed during his Town Manager report.

2. Press Release - POCD Survey

Planning Director Popper included a copy of the press release sent out regarding the Town's Plan of Conservation and Development Survey.

Councilman Demetriades stated that he completed the survey and encouraged everyone to fill it out.

P. ADJOURN

MOTION made by J. Donohue and **SECONDED** by J. Henehan to adjourn. **All in favor.**

The meeting adjourned at 8:17 p.m.

Respectfully submitted,

Amanda Calve

Amanda Calve

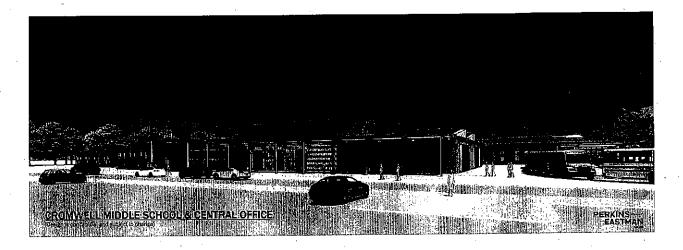
Secretary

Attachment A



Town Council Report January 11, 2023

As of 1/5/23



In December, the CMS and Central Office building project was selected for the Office of School Construction Review Priority List. This means the office is recommending the project for funding to the Connecticut General Assembly which will be voted on in this legislative session.

Perkins Eastman completed the schematic design phase of the project. The committee is now reviewing the completed package and will apply any changes to the design development phase of the project.

The schematic design package will be used to develop a project estimate. The architect and the construction manager will develop independent estimates of the project's total construction cost which will inform decision making in the design development phase.

The town is finalizing the contract for the commissioning agent and construction manager. This process has been delayed by a question on the insurance for the commissioning agent's contract and end of year vacations for the construction manager's contract. We expect this to be completed by the end of January.

The committee has not yet received the final traffic study report pertaining to the Geer Street entrance, but the preliminary findings were presented to some town staff on December 19th. Police Chief Lamontagne researched accidents near the school entrance on Geer Street back to 2015 and found there have not been any accidents. SLR

did acknowledge the current line of sight issues at the school's current entrance and exit, however SLR was able to offer viable solutions including the creation of a three-way stop and/or adding flashing school zone signs for westbound traffic. Once the final traffic study report is available a follow up meeting will be held to discuss the results.

Perkins Eastman met with school staff to discuss the Public Address and security communications needs of the building. They will also be meeting with school facilities staff to review district standards for systems. A meeting will also be scheduled with the building inspector, fire marshal, health department and 504 officer to review the current status of the project design.

The committee is hosting a community forum with Perkins Eastman on January 25 at 7 p.m. via an online conference. There will also be an in-person viewing option available in the Arch Room at Town Hall. Perkins Eastman will provide a presentation about the project, highlight the STEAM features of the building and answer questions from the community.

Our next meeting is January 18 at 7 p.m.

Respectfully Submitted, Rosanna Glynn Chair, CMS Building Committee

Calve, Amanda

From:

Forte1977 <forte1977@comcast.net> Wednesday, January 11, 2023 5:46 PM

Sent: To:

Calve, Amanda

Subject:

Re: Mayor's update

- The CMS building project is progressing. The building committee is planning on breaking ground in October of this year. The completed traffic study will be provided to town staff for comment potentially by the end of this week.
- Climate/Culture study for town hall had its kickoff meeting on January 10, 2023. Brief presentations were given to the different disciplines within town hall and highway garage.
- I am looking at <u>February 28th</u> and March 1stfor our budget workshops.
- I was unable to attend the retirement party for Sharon Muller & Rich Peck, however I heard it had a great turnout and good time was had by all in attendance.
- RFP's have been received for the Athletic Field Committee. If they have not been opened yet they will be very soon.
- I wanted to recognize public works for their efforts on December 23rd and putting down salt and sand I just the right time to ensure ice didn't form on the roads as temperatures dropped quickly.

On Jan 11, 2023 at 1:03 PM, < Amanda Calve> wrote:

Hi Steve,

There is nothing in the body of the message. Maybe try sending again?

Thank you!

Amanda Calve

Senior Executive Assistant Town Manager's Office Town of Cromwell

Neglected Cemetery Account Grant Program 2023 Grant Application

This application, its receipt, and/or any subsequent announcement or notification of an award associated with this application does not constitute a contract. A contract exists only when all required contractual documents are submitted and approved by the Office of Policy Management and the Grantee is notified that the contract is fully executed.

Name of Municipality: 033 Cromwell			
Chief Executive Officer: Anthony Salvatore, Tow	vn Manager		
Contact Person for Grant Administration:Louis J	I. Spina, Direc	tor of Public Works	
Contact Title and E-mail:lspina@cromwellct.com	m		
Contact Street Address:41 Wesr St.			
Contact City, State, Zip:Cromwell Ct 06416	ALAMATA IN THE STATE OF THE STA		
Contact Phone Number860-632-3420			,
Remittance Address if Different from Above:			

Certification below must be by the Chief Executive Officer (e.g., Mayor, First Selectman, Town/City Manager):

I do hereby certify the following:

- 1. I have reviewed this Grant Application and all attachments and links thereto.
- 2. The information contained herein is true and accurate to the best of my knowledge.
- 3. The cemetery/cemeteries where work will be performed meet the definition pursuant to C.G.S. Sec. 19a-308.
- 4. Should my municipality receive a grant award, grant funds will only be used for allowable purposes to maintain a neglected cemetery/cemeteries as defined in C.G.S. Sec. 19a-308.
- 5. I am authorized to apply for these funds per municipal legislative body.

Signature:		Title: Director of Public Works
	•	
Printed Name:Louis j. Spina, Jr.		Date: January 10, 2023

2023 NEGLECTED CEMETERY ACCOUNT GRANT APPLICATION CHECKLIST

This checklist MUST be submitted when submitting your application.

Municipality Name: 033 Cromwell

☑The subject-line of the email used to submit an application includes the MUNICIPALITY NAME and the words "Neglected Cemetery Account Grant Application".

☑I have included one complete, signed, and dated application

oxtimes I have included the Statement of Work and Grant Award Budget

☑I have included a certified copy of the minutes of our legislative body (i.e.: Board of Selectmen, Town Meeting or Council) which:

o identifies the Chief Executive Officer by name and title, and states that said official is authorized to enter into and execute any and all agreements, contracts and documents necessary to obtain said grant should the town be selected for a grant award. (For embossed certification stamps that do not contain ink, please darken the embossed stamp with graphite so that it can be seen when the document is scanned/copied.)

☑I have included a completed, signed and dated Municipal Certification of Eligibility for Discretionary State funding form including any associated attachments as noted on form, if applicable. (Included below)

☑I have included a completed, signed and dated OPM Vendor/Bidder/Applicant Profile Sheet form OPM-A-15 (included below)

☑I have included the General Grant Conditions (Included below)

Reminder this checklist MUST be submitted with your application.

Completed By: Louis J. Spina, Jr.

Ispina@cromwellct.com

Date: 102023.

E-mail Address:

STATEMENT OF WORK AND GRANT AWARD BUDGET

NAME OF APPLICANT MUNICIPALITY: 033 Cromwell

GRANT PROGRAM NAME: 2023 Neglected Cemetery Account Grant Program

CONCISE GRANT PROGRAM SUMMARY (PROGRAM PURPOSE/INTENT/MISSION): Municipal maintenance of neglected burial grounds and cemeteries, as described in Section 19a-308 of the Connecticut General Statutes.

I. INTRODUCTION

CONCISE PROJECT DESCRIPTION INCLUDING ALL CEMETERY NAMES AND PHYSICAL ADDRESSES:

Quarry Cemetary

24 Ranney Road

Cromwell, Ct. 06416

Repair of chain link fence, tree maintenance, brush removal

II. STATEMENT OF WORK

The grantee proposes to complete the work and/or proposes to purchase goods and/or services as delineated in the following table and in accordance with the below proposed budget. Note that the items listed in the "Tasks" column are simply examples. You may delete any and all that are not applicable.

Category (Optional): Overarching type of work (for example: mowing, repair fence, restoration/repair of memorial stone)	Tasks: The individual tasks to be performed in order to accomplish the objective of the grant award.	Target Completion Pate for Leach task
Clearing of Weeds, Briars and Bushes	Removal of tall trees	123123
Mowing of Grounds	Mowing	12/31/23
Repairing of the Grounds Fences or Walls	Hardware and fence post replacement	12/31/23
Straightening, Repair and restoration of Memorial Stones	Preservation of headstones	12/31/23
·		1

III. PROPOSED NEGLECTED CEMETERY ACCOUNT GRANT AWARD BUDGET:

List proposed grant award budget items below.

Description	Amount of Anticipated Neglected Cemetery Account Grant Funding (Up to \$5,000)	Amount Federal Funding	Amount Grantee Match Funding	Amount Other Funding	If "Other", list source name and type (pilvate, state, etc.)	TOTALS
replacing chain link fence	\$2,500.00		\$1,500.00	VA.0 7		\$4,000.00
tree pruning/removal	\$2,500.00		\$1,500.00			\$4,000.00
	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	- ;			-	
		-				
		***************************************	·			
-						
	-				ı	
TOTALS:	\$5,000.00		\$3,000.00			\$8,000.00

PAYMENT TERMS

- No payments will be made for expenditures incurred prior to the grant start date or after the grant end date unless provided for in statute or program provisions.
- · Payment requests shall be submitted on OPM's approved payment request forms.
- Payment request forms shall be completed and signed by the appropriate authorized official who has the authority to sign binding contracts on behalf of the municipality.

Municipal Certification of Eligibility for Discretionary State Funding

(This form to be completed by municipality)

Name of Discretionary Grant Funding Program: Neglected Cemetery Account Grant Program Name of Municipality & Town Code: 033 Cromwell (hereinafter referred to as "Town/City") In accordance with C.G.S. § 8-23, as amended by Public Act 15-95, any municipality that has not adopted a plan of conservation and development (POCD) within the past ten years is ineligible for discretionary state funding unless they submit a "Notice of Expired POCD" to the OPM Secretary and to the Commissioners of Transportation, Energy and Environmental Protection, and Community and Economic Development, and they request and receive a waiver from the prohibition on a grant-by-grant basis from the OPM Secretary \square In accordance with C.G.S. § 8-23(a)(1), the Town/Clty has adopted a POCD within the last ten years; the adopted plan expires Select Date. The Town/City has not adopted a POCD within the last ten years as required by C.G.S. § 8-23(a)(1) and: In accordance with C.G.S. § 8-23(a)(2), the Town/City has submitted a "Notice of Expired POCD" to the OPM Secretary and the Commissioners of Transportation, Energy and Environmental Protection, and Economic and Community Development that explains why such plan was not adopted within the required ten year period (copy attached). AND In accordance with C.G.S. § 8-23(b), the Town/City has submitted a "Waiver Request Letter" to

l attest that the aforementioned information is accurate and complete and that I am the representative of the Town/City who is authorized to execute this certification.

the OPM Secretary requesting a waiver of the discretionary state funding prohibition for this grant

Louis J. Spina, Jr., Director of Public Works

application (copy attached).

Signature:		
	·····	<u>-</u>

033 Cromwell

Select Date

(Form OPM-A-15, Jun-2017)

OPM VENDOR/BIDDER/APPLICANT PROFILE SHEET

Entity Address: 41 West St, Cromwell, Ct. 06416 Contact Person's Name: Louis J, Spina, Jr. Contact Person's Trile: Contact Person's Trile: Contact Person's Trile: Contact Person's Trile: Spina gift. AFFIRMATION OF VENDOR/BIDDER/APPLICANT The undersigned applicant/respondent affirms and declares: 1.) That this proposal/application is executed and signed by said vendor/bidder/applicant with full knowledge and acceptance of the conditions as stated in the CONDITIONS Section of the solicitation. YES NO N/A (no solicitation) All the objectives, services and/or deliverables outlined in the solicitation shall be met/delivered by the vendor/bidder/applicant as proposed therein, at the budger/cost proposed therein (if applicable), and within the timeframes as delineated within the solicitation YES NO N/A (no solicitation) YES NO N/A (no solicitation) All that neither the vendor/bidder/applicant and/or any company official nor any subcontractor to the vendor/bidder/applicant and/or any subcontractor company official has received any notices of debarment and/or suspension from contracting with the State of Connecticut or the Federal Government. YES NO N/A (no solicitation) All that neither the vendor/bidder/applicant and/or any company official nor any subcontractor to the vendor/bidder/applicant and/or any subcontractor company official has received any notices of debarment and/or suspension from contracting with other states within the United States. YES NO N/A pursuant to CHRO definition below* Prohibitions not applicable to "a municipality or any other political subdivision of the state contract as defined in Public Act 07-1 having a value of 100,000 or more of a combination or series of such agreements or contracts having a value of 300,000 or more possible and contracting with other state campaign contribution and solicitation prohibitions. YES NO N/A pursuant to CHRO definition below* Prohibitions not applicable to "a municipality or any other political subdiv	Entity Name (do not abbreviate): Town of Cromwell	Federal Employer Id Number/SSN:
West St, Cromwell, Ct. 06416		
Telephone Number(s): Sex-632-3420 Sex-632-3420 Contact Person's Title:		
Contact Person's Title: S86-632-3420		Talanhan a Musehau(a)
Contact Person's Entel: Contact Person's email Address: Spina@cromwellct.com		1
Ispina@cromwellct.com Ispina@cromwellct.com Ispina@cromwellct.com		
1.) That this proposal/application is executed and signed by said vendor/bidder/applicant with full knowledge and acceptance of the conditions as stated in the CONDITIONS Section of the solicitation. YES NO N/A (no solicitation)	Director of Public Works	. , .
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/hat is the authority of signatory to bind the vendor/bidder/applicant contractually?		
-	IF VENDOR/BIDDER/APP	LICANT IS A CORPORATION
-		
	Corporate Resolution Corporate By Laws Other	

is your business income reportable to the IRS?			•	· ·		
Are you a DAS certified minority owned business? Yes No If YES, check all that apply.						
Women Owned Black Hispanic American Indian Disabled liberian Peninsula Asian Other						
			<u> </u>			
Subject of Solicitation	Submission Due	Division	Date Issued			
	· · ·			-		

OFFICE OF POLICY AND MANAGEMENT

Intergovernmental Policy and Planning
450 CAPITOL AVENUE
MS # 54SLP
HARTFORD, CT 06106

GENERAL GRANT CONDITIONS

SECTION 1: Use of Grant Funds.

The Grantee agrees to expend the grant funds awarded pursuant to this agreement for allowable purposes only and to comply with all of the terms and conditions of the grant award and any related documents that set forth its obligations as Grantee. Grant funds shall not, without advance written approval by the Office of Policy and Management (OPM), be obligated prior to the starting date or subsequent to the end date of the grant period.

SECTION 2: Fiscal Control.

The Grantee shall maintain accounting records and establish policies and provide procedures to assure sound fiscal control, effective management, and efficient use of grant funds. The Grantee shall establish fiscal control and accounting procedures to assure proper disbursement of, and accounting for, grant funds. Accounting procedures must provide for the accurate and timely recording of receipt of funds by source, expenditures made from such funds, and unexpended balances. Controls must be adequate to ensure that expenditures charged to grant activities are made for allowable purposes only.

SECTION 3: Retention of Records and Records Accessibility.

- 3.1 All grant-funded activities performed by the Grantee, its subcontractors and its subgrantees shall be subject to the inspection and approval of OPM at all times, and Grantee shall furnish all information concerning the grant-funded activities. OPM or its representatives shall have the right, at reasonable hours, to inspect or examine the part of the plant or place of business or any books, records, and other documents of Grantee or its subcontractors or subgrantees pertaining to work performed under this agreement and shall allow such representatives free access to any and all such plants, places of business, books and records. OPM or its representatives will give the Grantee and its subcontractors and subgrantees at least twenty-four (24) hours' notice of such intended examination. At OPM's request, the Grantee and subcontractors and subgrantees shall provide OPM with hard copies or an electronic format of any data or information in the possession or control of the Grantee, subcontractor and subgrantee which pertains to OPM's business under this agreement.
- 3.2 The Grantee shall retain and maintain accurate records and documents relating to performance of activities under this agreement for a minimum of six (6) years for municipalities and Regional Councils of Government, and three (3) years for all other grantees starting from the date of submission of the final report with the following qualifications and shall make them available for inspection and audit by OPM or its representative:
 - a. If any litigation, claim or audit is started before the expiration date of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved; and
 - b. Records for the purchase of equipment (i.e., non-expendable, tangible personal property) acquired with grant funds shall be retained for three years after the final disposition of said property.
- 3.3 Any subcontractor or subgrantee under this agreement shall retain and maintain accurate records and documents relating to performance of activities under this agreement for a minimum of three (3) years from the expiration of the subcontract or subgrant and shall make them available for inspection and audit by OPM or its representative. The Grantee must incorporate this paragraph verbatim into any agreement it enters into with any subcontractor or subgrantee providing services and/or conducting activities under this agreement.

SECTION 4: insurance.

The Grantee agrees that while performing any activities specified in this Grant, the Grantee shall maintain sufficient insurance (liability and/or other), according to the nature of the activities to be performed, so as to "save harmless" OPM and the State of Connecticut from any insurable cause whatsoever. If requested, certificates of insurance shall be filed with OPM prior to the award of funding.

SECTION 5: Conflict of Interest.

No person who is an officer, employee, consultant or review board member of the Grantee shall participate in the selection, award or administration of a contract, subcontract, or subgrant or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant, review board member or any member of his/her immediate family, his/her partner, or an organization which employs, or is about to employ any of the above, has a financial interest in the entity or firm selected for the contract, subcontract, or subgrant or when the individual employee is related to any of the foregoing persons.

SECTION 6: Reports.

The Grantee shall submit such reports as OPM shall reasonably request and shall comply with all provisions regarding the submission of such reports. Reports shall include, but not be limited to, revised project narratives, revised budgets and budget narratives, progress reports, financial reports, cash requests, Grantee affirmative action packets, and subgrantee packets and budgets. Cash requests may be withheld by OPM until complete and timely reports are received and approved.

SECTION 7: Funding Limitation.

Funding of this project in no way obligates OPM to fund the project in excess of this Grant, beyond the period of this grant, or in future years.

SECTION 8: Revised Budget.

If the grant amount and/or the distribution of funds between categories of funds, as identified on the Notice of Grant Award, is different from the amount and/or the distribution in the grant application budget, the Grantee agrees to submit to OPM a revised budget and budget narrative equal to and in the same distribution as the grant award not later than thirty (30) days after signing of the Grant. Cash requests will be withheld until the revision is received and approved.

SECTION 9: Audits.

- 9.1 In accordance with the following conditions, the Grantee agrees to have conducted audits of each of the fiscal years included in the period of this Grant and any amendments thereto.
- 9.2 If the Grantee meets the requirements of the State Single Audit Act, §§ 4-230 through 4-236, as amended, of the Connecticut General Statutes, the Grantee's independent auditor is required to submit a State Single Audit Report to OPM. Connecticut General Statutes § 4-231 requires those non-state entities which expended a total amount of State Financial Assistance equal to or in excess of \$300,000 in any fiscal year to have either a single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee received State Financial Assistance from OPM for this Grant and it is the only State Financial Assistance that the Grantee has expended during its fiscal year. The State Single Audit Report or Program-Specific Audit Report, including the management letter and corrective action plan, if applicable, should be uploaded by the Grantee's independent auditor to OPM's Electronic Audit Reporting System (EARS) website no later than six months after the end of the audit period. The Grantee shall submit one hard copy of the State Single Audit Report or Program-Specific Audit Report, including the management letter and corrective action plan, if applicable, to the OPM Office of Finance no later than six months after the end of the audit period. The Grantee shall also submit Form DE-2017 Supplement to the Audit Report, Detail of OPM Expenditures to the OPM Business Office by email no later than 3 months after the end of the audit period.
- 9.3 If the Grantee receives any federal funds in this Grant, as identified on the Notice of Grant Award, and meets the audit requirements of OMB Circular A-133, Audits of State and Local Governments and Non-Profit Organizations, the Grantee is required to submit an audit conducted in accordance with Auditing Standards Generally Accepted In the United States of America, Government Auditing Standards issued by the Comptroller General of the United States, as well as OMB Circular A-133. This circular

requires those state and local governments and non-profit organizations which expended a total amount of federal financial assistance equal to or in excess of \$750,000 in any fiscal year to have a federal single audit or a program-specific audit conducted for such fiscal year. A program-specific audit may be conducted if the Grantee expended Financial Assistance under only one federal program during its fiscal year. For audit purposes, State or grantee match funds, as identified on the Notice of Grant Award, are subject to the same requirements as the federal monies. OMB Circular A-133 requires that the audit report be submitted to the Federal Audit Clearinghouse by the earlier of 30 days after the date of receipt of the auditor's report(s), or 9 months after the end of the audit period.

SECTION 10: <u>Unexpended Funds and or Disallowed Costs.</u>

If project costs are less than the grant, and or any project costs have been disallowed, the Grantee agrees to return or forfeit the unexpended/disallowed funds to OPM no later than sixty (60) days following the end date of the Grant.

Section 11: Grant Extensions.

If permissible, pursuant to the provisions of the relevant grant program, if the Grantee seeks an extension to the grant period, it is the Grantee's responsibility to request an extension in writing to the Secretary of the Office of Policy and Management not later than 45 days prior to the Grant's end date. Such requests will be considered on a case-by-case basis and decisions will be made at the sole discretion of the Secretary or designee. Requests for extensions submitted later than the last 45 days prior to the Grant's end date may be denied. No extensions to the end date of a grant will be made if a grant's end date has already passed.

Section 12: Termination or Reduction for Convenience and Default.

OPM has the right to terminate or reduce a grant. Such reasons to reduce or terminate a grant award include, but are not limited to, if the Grantee: cancels, suspends or significantly changes the scope and activities of a funded project; fails to progress in fulfilling objective(s) of the grant award; fails to comply with the terms of the grant award; owes a final or any past due reports for a previously received OPM grant; is unable to raise the required match; announces or takes steps to dissolve its business and or demonstrates inadequate financial or overall governance management or oversight.

SECTION 13: Nondiscrimination and Affirmative Action.

- 13.1 The Grantee agrees to comply with each provision of Connecticut General Statutes §§ 4a-60, 4a-60a, 46a-68e and 46a-68f, and with each regulation or relevant order issued by the Commission on Human Rights and Opportunities (CHRO) pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e, 46a-68f, and 46a-86 related to affirmative action and nondiscrimination provisions in contracts, compliance, and reporting.
- 13.2 In accordance with Connecticut General Statutes § 4a-60(a)(1) the Grantee agrees and warrants that in the performance of the Grant Award such Grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut.
- 13.3 In accordance with Connecticut General Statutes § 4a-60(a)(1) the Grantee agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Grantee that such disability prevents performance of the work involved.
- 13.4 In accordance with Connecticut General Statutes § 4a-60(a)(2) the Grantee agrees, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by CHRO.
- 13.5 In accordance with Connecticut General Statutes § 4a-60a(a)(1) the Grantee agrees and warrants that in the performance of the Grant such Grantee will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.

13.6 In accordance with Connecticut General Statutes §§ 4a-60(a)(3) and 4a-60a(a)(2) the Grantee agrees to provide each labor union or representative of workers with which such Grantee has a collective bargaining agreement or other contract or understanding and each vendor with which such Grantee has a contract or understanding, a notice to be provided by CHRO advising the labor union or workers' representative of the Grantee's commitments, and to post copies of the notice in conspicuous places available to employees and applicants for employment.

13.7 In accordance with Connecticut General Statutes §§ 4a-60(a)(5) and 4a-60a(a)(4), the Grantee agrees to provide CHRO with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Grantee which relate to the provisions of this section and Connecticut General Statutes § 46a-56.

13.8 In accordance with Connecticut General Statutes § 4a-60(b) if the Grant is a public works contract, the Grantee agrees and warrants that the Grantee will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project. The Grantee shall develop and maintain adequate documentation, in a manner prescribed by CHRO, of its good faith efforts, pursuant to Connecticut General Statutes §§ 4a-60(f) and 4a-60(g), respectively. For the purposes of this document, "Public Works Contract" is defined in accordance with Connecticut General Statutes § 46a-68b; and "Minority Business Enterprise" is defined in accordance with § 4a-60(e).

13.9 In accordance with §§ 4a-60(h) and 4a-60a(c) the Grantee shall include the provisions of subsections 11.1 to 11.8 inclusive, in every subcontract or purchase order entered into in order to fulfill any obligation of a grant with the State, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of CHRO. The Grantee shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a state contract, the Grantee may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

13.10 For the purposes of this entire Nondiscrimination section, "Grant Award" includes any extension or modification of the Grant Award, "Grantee" includes any successors or assigns of the Grantee, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Grant Award" does not include a grant where each grantee is (1) a political subdivision of the State of Connecticut, including, but not limited to municipalities, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state of the United States, including but not limited to, the District of Columbia, Puerto Rico, U.S. territories and possessions, and federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1–267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3), or (4) of this subsection.

13.11 Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Grantee, for itself and its authorized signatory of this Grant, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Grant to assure that the Grant will be performed in compliance with the nondiscrimination requirements of such sections. The Grantee and its authorized signatory of this Grant demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Grant or (C) initialing this nondiscrimination affirmation in the following box:

SECTION 14: Executive Orders and Other Enactments.

14.1 All references in this Grant to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Grant at any time during its term, or that may be made applicable to the Grant during its term. This Grant shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Grantee is not relieved of its obligation to perform under this Grant if it chooses to contest the applicability of the Enactments or OPM's authority to require compliance with the Enactments.

14.2 This Grant is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Grant as if they had been fully set forth in it.

14.3 This Grant may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Grant as if fully set forth in it.

SECTION 15: Americans with Disabilities Act.

This section applies to those grantees, which are or will become responsible for compliance with the terms of the Americans with Disabilities Act of 1990 during the grant award period. The Grantee represents that it is familiar with the terms of this Act and that it is in compliance with the law. Failure of the Grantee to satisfy this standard either now or during the period of the Grant, as it may be amended, will render the grant voidable at the option of OPM upon notice to the Grantee. The Grantee warrants that it will hold OPM and the State harmless from any liability, which may be imposed upon OPM and the State as a result of any failure of the Grantee to be in compliance with this Act.

SECTION 16: Independent Contractor.

The Grantee shall act as an independent contractor in performing this agreement, maintaining complete control over its employees and all of its subcontractors. Before hiring outside consultants or entering into contractual agreements with persons, partnerships or companies, the Grantee will notify OPM of the contractor's identity.

SECTION 17: Federal Compliance and Assurances.

If the Grantee receives any federal funds in this Grant, as identified on the Notice of Grant Award, the Grantee and all its subgrantees will comply with the nondiscrimination requirement of Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973 as amended; and the Age Discrimination Act of 1975, to the effect that no person shall, on the grounds of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under, or denied employment in connection with any program or activity funded in whole or in part with funds made available in this Grant.

SECTION 18: Non-Supplanting.

- 18.1 If the Grantee receives any federal funds in this Grant as identified on the Notice of Grant Award, the Grantee agrees that these grant funds will be used to supplement and increase, but not supplant, the level of state, local, private and federal funds that would, otherwise, be made available for this project and to serve this target population and will in no event replace such state, local, private and federal funds.
- 18.2 The Grantee shall not use state funds conveyed by the Grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state grant funds. OPM may waive this provision upon request and for good cause shown, when it is satisfied that the reduction in local funds or other state funds, as the case may be, is due to circumstances not related to the Grant.

SECTION 19: Additional Federal Conditions.

If the Grantee receives any federal funds in this Grant as identified on the Notice of Grant Award, the Grantee agrees to comply with the attached Additional Federal Conditions which have been issued by the federal grantor agency to OPM and which are, hereby, made a part of this grant award.

SECTION 20: Indemnification.

The Grantee, hereby, agrees to indemnify, defend and save and hold harmless the State of Connecticut, including, but not limited to, OPM, their respective officers, employees and agents for any breach of this agreement.

SECTION 21: <u>Municipal Public Works Contracts and Quasi-Public Agency Projects Funded in Whole or Part by the State in Excess of \$50,000.</u>

Municipalities awarding municipal public works contracts and quasi-public agencies entering into contracts for quasi-public agency projects, funded in whole or part with grant funds awarded pursuant to this agreement, shall adhere to the requirements of Connecticut General Statutes §§ 4a-60, 4a-60a, 4a-60g, 46a-56, 46a-68c, 46a-68d, 46a-68g, and 46a-86 relating, but not limited to: nondiscrimination, affirmative action, and the set-aside program for small contractors and minority business enterprises. "Municipal Public Works Contract" is defined in accordance with Connecticut General Statutes § 4a-60g(a)(14) and "Quasi Public Agency Project" is defined in accordance with Connecticut General Statutes § 4a-60g(a)(15).

SECTION 22: Campaign Contribution and Solicitation Prohibitions.

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Grant represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice and, if applicable, Grantee shall complete and submit State of Connecticut Campaign Contribution Certification (OPM Form 1) to OPM at the time of submission of proposal and/or application (if no proposal or application, submit to OPM prior to execution of Grant Award

SECTION 23: Access to Contract and State Data.

The Grantee shall provide to the Grantor access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Grant and OPM that are in the possession or control of the Grantee upon demand and shall provide the data to OPM in a format prescribed by OPM and the State Auditors of Public Accounts at no additional cost.

SECTION 24: Additional Restrictions on Use of Federal Funds.

Pursuant to 18 U.S.C. § 1913 and 31 U.S.C. § 1352, Grantee understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government without the express prior written approval of federal government.

SECTION 25: Forum and Choice of Law.

The parties deem the Grant to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Grant to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Grantee waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

Section 26: Sovereign Immunity.

The parties acknowledge and agree that nothing in the Solicitation or the Grant shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Grant. To the extent that this section conflicts with any other Section, this Section shall govern.

Section 27: Requirements for Nonprofit Organizations.

If the Grantee is a nonprofit organization, the Grantee agrees to maintain its 501(c)(3) status and to maintain up-to-date annual filings as follows: (1) Certificate of Legal Existence with the Connecticut Secretary of the State; (2) Charitable Organization Registration with the Connecticut Department of Consumer Profection, unless exempted by Connecticut General Statutes § 21a-190d; and (3) Return of

Organization Exempt From Income Tax Form 990 with the Internal Revenue Service. At OPM's request, the Grantee shall provide OPM with documentation pertaining to Grantee's 501(c) (3) and or annual filings.

SECTION 28: Special Grant Conditions.

The Grantee agrees to comply with the attached Special Grant Conditions, which have been issued in connection with this specific grant award, and which are hereby made a part of this award.



Town of Cromwell Board & Commission Application Form

Name: Ams	Comescer		
Address: (Home)	Sources Dove	e, Connell, Ci	
Celephone: <u>860 - 9</u> CAMBO © S	982-3087		
E-mail Address:	Oca	upation: <u>Sex-Cuplor</u>	EO
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Town of Cromwell Board & Commission Application Form

Name: Judith	A. Norris		
Address: (Home) _	7 Priorwood Gard	dens Cromwell CT 064	16
Telephone:	860-299-6665		
E-mail Address:Jud	ith_Norris@yahoo.com Oo	ecupation: Retired	
Town Clerk's of	rrently a registered vor fice to serve on a board your party affiliation b	l or commission. If y	0
Party affiliation:	☐ Democrat	□Republican	⊠Unaffiliated
Board or Commission	on of Interest:	Senior Commission	
	I lived here in the 19 schools Now that I	be an asset to this Board ont of Cromwell for 10 year 70's an 80's and my child am retired and have time and in particular learn and	or Commission. ars. Prior to that,
Please include three Name	(3) References with your app	plication. Phone Num	nhou
Linda Worden	3 Ayrshire Cromwell CT		1061
John Morello	c/o New Image Hair 3 Cromwell CT 06416		
Chris Pleasanton	336 Main Street Apt E 06416	Cromwell CT 860-301-0001	
Signature: Judi	th A Norris	Date: 1/10/202	3

Thank you for taking the time to fill out this application. Volunteers play a vital role in the Cromwell government and we appreciate your interest. Upon completing your application please forward to the Mayor's Office, 41 West Street, Cromwell, CT 06416



Anthony J. Salvtore Town Manager **Town of Cromwell** 41 West Street Cromwell, CT 06416

January 25, 2023

Re: LWCF Encumbered Grove Road/Watrous Park - New Middle School Construction

Mr. Salvtore,

Thank you for your email on January 13, 2023 in response to the CT Department of Energy and Environmental Protection's (CT DEEP) request for additional information regarding the construction of a new middle school adjacent to Grove Road/Watrous Park. After reviewing the information sent (attached as Exhibit A), as well as, CT DEEP's files it is our determination that your construction project as proposed does not affect the parcel of land encumbered by State or federal funds/agreements. If the scope of the project changes, please send along any updated documentation or plans for us to re-evaluate. Thank you again for the opportunity to review your project and good luck with construction.

Sincerely,

Lindsay Suhr

Lindsay Suhr Office Director Land Acquisition and Management CT Department of Energy and Environmental Protection





