

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

AMENDED REGULAR MEETING AGENDA
Wednesday, April 12, 2023 at 7:00 p.m.

- A. CALL TO ORDER**
- B. PLEDGE OF ALLEGIANCE**
- C. APPROVAL OF AGENDA**
- D. LETTER OF COMMENDATION**
- E. COMMISSION CHAIRMAN REPORTS/LIAISON REPORT/STAFF REPORTS**
 - 1. CMS Building Committee
 - 2. Mattabassett Budget Presentation
- F. MAYOR'S UPDATE**
- G. TOWN MANAGER'S UPDATE**
- H. FINANCIAL/FINANCE DIRECTOR'S UPDATE**
 - 1. Budget Report
 - 2. Discussion and possible action to fund list of CNR items using American Rescue Plan Act Funds as approved by the Board of Finance
 - 3. Tax Refunds
- I. CHIEF OF POLICE'S UPDATE**
- J. PUBLIC WORKS DIRECTOR'S UPDATE**
- K. CITIZEN COMMENTS** *(limited to 2 minutes per speaker, please be respectful)*
- L. NEW BUSINESS**
 - 1. Discussion and possible action regarding Facility Conditions Study for Fields and School Buildings
 - 2. New Middle School and Central Offices: To consider and act upon a resolution affirming its recommendation for increasing the appropriation and borrowing authorization for costs related to the construction, furnishing and equipping of a new middle school and central offices.

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3. Referendum: To consider and act upon a resolution setting the date and time for a referendum to consider and act upon a resolution with respect to increasing the appropriation and borrowing authorization for the construction, furnishing and equipping of a new middle school and central offices, if approved by the Board of Finance.

M. APPROVAL OF MINUTES

1. March 8, 2023 Regular Meeting Minutes

N. RESIGNATIONS

O. APPOINTMENTS/REAPPOINTMENTS

Appointments:

1. Planning and Zoning Commission

- a. Douglas Kalinowski (R), alternate member for a term expiring April 1, 2025.

P. INFORMATIONAL ITEMS

Q. ADJOURN

Mattabassett Sewer District

FY2024

April 12, 2023

Budget Notes: Cromwell

- The FY2024 Budget increased 11.23%, which was driven primarily by high capital costs projects, inflation on chemicals, fuels along with pension increase.
- Five Year average flows impact the operating budget and also the community with the largest flows (NB) the most significantly.
- The operating and debt budget increased 4.10% and the Capital budget realized an increase of 61.87% over last year's budget due to major projects.
- Operating Budget assessment is impacted by credits from income and Middletown buy-in funds. Income credits impact all constituent members. Middletown's admission fee into the District benefits the Charter members only (NB, Berlin, Cromwell). This year, credits from Middletown's addition benefited Cromwell \$73,822.
- Debt portion of assessment decreased this year because the District refinanced a portion of the Clean Water Fund Loan at a lower than 2% interest rate.
- Cromwell is paying 7.1% of debt service as part of their assessment even though their reserve capacity is 8.6% due to admission fee credits.
- NB is paying 30.1% of debt service as part of their assessment even though their reserve capacity is 40.89% due to admission fee credits from Middletown.
- This year we used \$500,000 of lower expenses from FY2023 and \$1,000,000 from reserves to offset budget assessments and significant capital increases for FY2024.

Fiscal Year 2023-2024 Flow Development Worksheet and Other Income -

Notes

1 This spreadsheet is based on the FY2023 2024 Budget spreadsheet.

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

3 Known values: 2.5% Contract Salary increase plus steps, merit increase, 15% Medical costs increase over Current Costs, 22.3% MERF Contrib from Mettabasett, currently 19.1%, Electricity increase 17% over current budget

4 Sludge/Septage Income \$900,000

Interest Income Projected \$15,000 - Actual FY22 is 16.6K W/OUT NB, B, C Reserve Interest.

Misc Income \$30,000

Excess Income Transfer \$0.00 - Need to buildup Reserves and CNR Accounts for future projects and emergencies.

Reserve fund transfer \$0.00 already used funds in previous FY's to reduce debt service

5 Overall Budget Increase = 11.23% over FY23's budget
6 Excluding Capital & Electricity the FY22 budget increased = 4.64% over FY23's budget

The Following Input has been derived from the Flow Worksheet: FLOW UPDATE IS THROUGH DEC 2022.

Municipality	2020 Flows					2021 Flows					2022 Flows					Reserved Allocation 1985					Peak Flow		Peak Through Secondary	
	Total	Average	% Const	% Tot Flow	Total	Average	% Const	% Tot Flow	Total	Average	% Const	% Tot Flow	Total	Average	% Const	% Tot Flow	Flow	% of	Flow	% of	Primary	Secondary	Peak Through	Secondary
																	MGD	% of	MGD	% of				
New Britain (incl Farm)	3955.06	10.02	49.79%	47.88%	3831.82	10.50	48.83%	48.99%	3555.48	9.74	45.25%	43.72%	3555.48	9.74	45.25%	43.72%	12.80	70.39%	12.80	42.89%	45.82	20.04	45.82	20.04
Berlin	1223.20	3.35	16.69%	16.02%	1306.39	3.58	16.65%	16.02%	1732.84	4.75	22.05%	21.31%	1732.84	4.75	22.05%	21.31%	3.30	18.44%	3.30	15.04%	12.00	5.25	12.00	5.25
Cromwell	372.38	1.02	5.07%	4.88%	404.74	1.11	5.16%	4.98%	374.65	1.03	4.77%	4.61%	374.65	1.03	4.77%	4.61%	2.00	11.17%	2.00	9.02%	7.27	3.18	7.27	3.18
Middletown W/WWTP	2091.14	5.73	28.49%	27.39%	2304.47	6.31	28.37%	28.26%	2194.82	6.01	27.83%	26.98%	2194.82	6.01	27.83%	26.98%	2.50	N/A	2.50	33.08%	9.10	3.98	9.10	3.98
MDC	292.58	0.80	N/A	3.63%	307.19	0.84	N/A	3.77%	274.82	0.75	N/A	3.38%	274.82	0.75	N/A	3.38%	1.60	N/A	1.60	N/A	5.82	2.54	5.82	2.54
Farmington (Not in Tot)	4.60	N/A	N/A	0.05%	4.60	N/A	N/A	N/A	4.60	N/A	N/A	N/A	4.60	N/A	N/A	N/A	N/A	N/A	N/A	N/A	80.00	35.00	80.00	35.00
Total	7635.38	20.92	100.00%	100.00%	8154.61	22.34	100.00%	100.00%	8132.71	22.28	100.00%	100.00%	8132.71	22.28	100.00%	100.00%	22.00	100.00%	22.00	100.00%				

Municipality	2016-2020 Average Flows					2017-2021 Average Flows					2018-2022 Average Flows					2015-2031 Reserved Allocation					Peak Flow		Peak Through Secondary	
	Total	Average	% Const	% Tot Flow	Total	Average	% Const	% Tot Flow	Total	Average	% Const	% Tot Flow	Total	Average	% Const	% Tot Flow	Flow	% of	Flow	% of	Primary	Secondary	Peak Through	Secondary
																	MGD	% of	MGD	% of				
New Britain (incl Farm)	3755.21	10.28	51.77%	49.62%	3699.99	10.58	51.42%	48.99%	3913.15	10.72	50.52%	48.65%	3913.15	10.72	50.52%	48.65%	14.25	42.89%	14.25	40.86%	45.82	22.49	45.82	22.49
Berlin	1132.28	3.10	15.62%	15.03%	1218.42	3.35	16.02%	15.11%	1300.00	3.56	16.78%	16.16%	1300.00	3.56	16.78%	16.16%	5.00	15.04%	5.00	14.35%	12.00	7.89	12.00	7.89
Cromwell	391.19	1.07	5.19%	4.98%	401.40	1.10	5.29%	4.98%	400.33	1.10	5.17%	4.98%	400.33	1.10	5.17%	4.98%	3.00	9.02%	3.00	8.81%	7.27	4.73	7.27	4.73
Middletown W/WWTP	1973.78	5.41	27.22%	26.20%	2065.21	5.67	27.27%	26.71%	2131.88	5.84	27.52%	26.51%	2131.88	5.84	27.52%	26.51%	11.00	33.08%	11.00	31.58%	39.10	17.36	39.10	17.36
MDC	283.82	0.78	3.77%	3.69%	296.93	0.81	N/A	3.69%	297.14	0.82	N/A	3.70%	297.14	0.82	N/A	3.70%	1.60	N/A	1.60	4.59%	5.82	2.53	5.82	2.53
Farmington (Not in Tot)	4.60	0.01	N/A	0.01%	4.60	0.01	N/A	0.01%	4.60	0.01	N/A	0.01%	4.60	0.01	N/A	0.01%	N/A	N/A	N/A	N/A				
Total	7534.25	20.84	100.00%	100.00%	7881.96	21.60	100.00%	99.00%	8043.10	22.05	100.00%	100.00%	8043.10	22.05	100.00%	100.00%	34.85	100.00%	34.85	100.00%	110	55	110	55

For the Assessment Worksheet Provide the following Projections

Estimate of Interest Income for the Budgeted Fiscal Year (Reduced due to COVID and low interest rates)

Estimate of Septage and Grease Income

Estimate of Sludge Revenue

Estimate of Miscellaneous Income with NITROGEN CREDIT

Estimate of Misc, Nitrogen Loan/Bond Income

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

Reserve Fund Transfer to reduce Assessment burden from large Capital Projects,

\$13,000,000 Res Fund Transfer for NB, B, C 2016-2017 Start, Amt. Reduced each Yr

New Britain

Berlin

Cromwell

\$550,906 \$48,287

\$504,638 \$148,405

\$135,110 \$78,655

\$73,822 \$4,833

MIDDLETOWN PUMP STATION GRIT REMOVAL SYSTEM CAPITAL CREDIT

\$55,000

THE MATTABASSETT DISTRICT
FY 23-24 BUDGET
Finance Committee - 01/31/2023

<u>ACCOUNT</u>	<u>FY 22-23 BUDGET</u>	<u>FY 23-24 BUDGET</u>	<u>CHANGE</u>	<u>NOTES</u>
51000 Liability Insurance	\$144,100	\$159,940	10.99%	
52100 Engineering Services	\$166,000	\$209,000	25.90%	
52200 Legal	\$87,000	\$87,000	0.00%	
52300 Accounting	\$26,500	\$26,500	0.00%	
52400 Training, Conf & Meetings	\$52,000	\$52,000	0.00%	
52500 Board Meetings	\$27,250	\$27,250	0.00%	
53000 Business Services	\$166,000	\$198,500	19.58%	
53510 Permit Fees	\$27,500	\$25,000	-9.09%	
53550 Nitrogen Credits Purchase	\$0	\$0		
54000 Office Supplies	\$16,500	\$21,000	27.27%	
54500 Miscellaneous	\$15,000	\$19,000	26.67%	
56000 Salaries	\$3,296,057	\$3,312,417	0.50%	
56600 Overtime & Meal Allowances	\$100,576	\$103,417	2.83%	
56700 Shift Differential	\$43,206	\$43,206	0.00%	
57100 Worker's Compensation Insur.	\$60,000	\$70,000	16.67%	
57200 Employee Health Insurance	\$693,420	\$749,893	8.14%	
57400 Unemployment Compensation	\$8,000	\$8,000	0.00%	
58000 Retirement Benefits	\$809,143	\$825,060	1.97%	
59000 Uniforms, Shoes, Physicals, EAP	\$36,520	\$36,520	0.00%	
61100 Operations Supplies	\$36,000	\$32,500	-9.72%	
61150 Cleaning Supplies	\$25,000	\$25,000	0.00%	
61200 Chemicals	\$459,500	\$859,500	87.05%	
61300 Electricity	\$2,131,000	\$2,142,000	0.52%	
61400 Fuel: Natural Gas & Fuel Oil	\$175,000	\$245,000	40.00%	
61500 Potable Water	\$62,000	\$70,000	12.90%	
61600 Gasoline & Diesel Fuel	\$7,700	\$12,000	55.84%	
61700 Disposal - Sludge, Grit, Rags	\$33,500	\$81,500	143.28%	
61800 Ash Handling	\$120,000	\$120,000	0.00%	
61810 OUTFALL Cleaning and Jetting	\$35,000	\$40,000	14.29%	

<u>ACCOUNT</u>	<u>FY 22-23 BUDGET</u>	<u>FY 23-24 BUDGET</u>	<u>CHANGE</u>	<u>NOTES</u>
61815 Odor Control Acid Cleaning (2/Yr)	\$25,000	\$30,000	20.00%	
61820 Odor Control CARBON CHANGEOUT	\$110,000	\$120,000	9.09%	
61825 Sludge Storage Tank Cleaning (1/Yr)	\$17,000	\$18,000	5.88%	
61830 IDI Carbon Change 1/ Yr	\$65,000	\$75,000	15.38%	
62100 Plant Maintenance Supplies	\$319,500	\$351,500	10.02%	
62200 Lubricants	\$35,000	\$35,000	0.00%	
62300 Plant Maintenance Services	\$350,000	\$273,000	-22.00%	
62400 Building & Grounds	\$339,500	\$295,000	-13.11%	
63100 Laboratory Supplies	\$36,000	\$36,000	0.00%	
63200 Laboratory Services	\$30,000	\$30,000	0.00%	
69000 Contingency	<u>\$120,000</u>	<u>\$150,000</u>	<u>25.00%</u>	
Total Ops Budget	\$10,306,472	\$11,014,704	6.87%	
64000 Bonded Debt Payment	\$4,996,783	\$4,915,869	-1.62%	
Total Ops & Debt Budget	\$15,303,255	\$15,930,572	4.10%	
71000 Capital Gen & Plant	\$2,190,000	\$3,545,000	61.87%	
71030 Capital Nitrogen	<u>\$50,000</u>	<u>\$50,000</u>	<u>0.00%</u>	
Total Ops & Cap Budgets	\$17,543,255	\$19,525,572	11.30%	
73000 Nitrogen Upgrade & CA/OPM	\$0	\$0		
84000 Legislative Payment Cromwell	\$100,000	<u>\$100,000</u>	0.00%	
91000 CREDITS TO TOWNS	\$15,000	<u>\$15,000</u>		
Total Budget	\$17,658,255	\$19,640,572	11.23%	
TOTAL Budget W/OUT Capital or Electricity	\$13,287,255	\$13,903,572	4.64%	\$616,317.

LEGAL NOTICE

THE MATTABASSETT DISTRICT

Budget January 31, 2023

Finance Committee Approved 01/31/2023

Fiscal Year July 1, 2023 to June 30, 2024

EXPENDITURES

Liability Insurance	\$159,940.
Engineering Services	\$209,000.
Legal & Accounting	\$113,500.
Training, Travel, & Meetings	\$52,000.
Office/Bus Services & Supplies	\$265,750.
Permit Fees	\$25,000.
Nitrogen Credits Purchase	\$0.
Salaries	\$3,459,041.
Employee Health Insurance	\$749,893.
Retirement	\$825,060.
Workers Comp Insurance	\$70,000.
Misc Employee Services	\$44,520.
Operations Supplies	\$57,500.
Sludge, Grit, Rags & Ash Disposal	\$201,500.
Outfall, Odor Towers, Incin. Carbon	\$283,000.
Electricity	\$2,142,000.
Natural Gas, Diesel & Gasoline	\$257,000.
Chemicals	\$859,500.
Water	\$70,000.
Bldgs, Grds & Equip Maintenance	\$954,500.
Laboratory	\$66,000.
Contingencies	\$150,000.
Total Operations Budget	\$11,014,704.
Bonded Debt Payment	\$4,915,869.
Capital Outlay Gen & Plant	\$3,545,000.
Capital Nitrogen	\$50,000.
Legislative Payment Cromwell	\$100,000.
CREDITS to TOWNS	\$15,000.
Operations, Debt & Capital Budgets	\$19,640,572.

Total Budget 19,640,572

REVENUE

New Britain	\$7,133,922
Berlin	\$2,395,586
Cromwell	\$1,064,516
Middletown	\$4,803,293
Metropolitan District Commission	\$737,188
Farmington	\$12,496
Interest Income	\$100,000
Sludge Management	\$1,050,000
Operating Fund Excess Income	\$500,000
New Britain, Berlin, Cromwell, Credits	\$713,571
Reserve Fund Debt Transfer	\$1,000,000
Miscellaneous Income:	\$130,000

Total Revenue \$19,640,572

Approved by Board of Directors: 2/21/2023

**FIVE YEAR CAPITAL PLAN
DEPARTMENT REQUESTS
January XX, 2023**

Priority Ratings:

1. Essential for the operation of the facility
2. Required by State and Federal regulations.
3. Required to lower impact to community.
4. Funded by Nitrogen Project.
5. Enhance or make more efficient provision of current level of service.
6. Funded by energy performance contract.
7. Funded from CNR.

DEPT. #		2023/24 DEPT. REQUESTS	2024/25 PLAN	2025/26 PLAN	2026/27 PLAN	2027/28 PLAN	TOTAL REQUEST
01	LABORATORY						
	Nutrient Analyzer Partial (2 of 2)						\$0
	Distilled Water System						\$0
	Refrigerator LAB Samples/Blanks						\$0
	Muffle Furnace Volatiles						\$0
	Balance- Top Loading 25 Yrs Old						\$0
	Atomic Analyzer						\$0
	Fume Hoods (2 Total)						\$0
	Dishwasher	\$0	\$0	\$0			\$0
02	MAINTENANCE						
	Plant DUMP TRUCK with Plow						\$0
	Plant CANYON PICKUP TRUCK						\$0
	New HOLLAND TRACTOR REPL.						\$0
	Gator Tractor						\$0
	Diesel Fuel Storage Tank (1000 gal Convault) DEFER						\$0
	Cone Valves Rebuild/Replace (ENERGY PERF. CONTRACT)	200,000	200,000	200,000			\$600,000
	Raw Sewage Pump Rebuild (total of 6, Include CAPITAL for one Year, for ENERGY PERF. CONTRACT)						\$0
	Windows Dewatering.						\$0
	Primary Tank Flight Drives						\$0
	Wood Chipper						\$0
	Brushhog Bobcat						\$0
	Roofing Replacement Various (Ops Locker)						\$0
	HVAC Ductwork Replacement Various Control Room						\$0
	Watermain Rehab and Improvements						\$0
	Generator 52GM Breaker Panel Upgrade						\$0
	A Building chiller replacement	95,000					\$95,000
03	OPERATIONS						
	IDI Carbon Change (1 per year)	\$200,000	\$200,000	\$200,000	\$0		\$600,000
	IDI Secondary Heat Exchanger						\$0
	Reline Clay Lagoon (Design)						\$0
	Reline Clay Lagoon (Constr) (DEFER)						\$0
	Auto Degrit/Rag (Design)						\$0
	Acid Cleaning Odor Control (2 per year)						\$0
	Odor Control Carbon Changeout						\$0

PARTICIPANT

	FY 2022-2023	FY 2023-2024	CHANGE	
New Britain (less Farmington): Total:	\$6,831,607.	\$7,133,922.	4.43%	\$302,315.
Operations (net minus debt & Cap)	\$4,390,565.	\$4,534,540.	3.28%	\$143,975.
Debt	\$1,492,255.	\$1,505,437.	0.88%	\$13,182.
Capital Gen & Admin	\$948,787.	\$1,093,945.	15.30%	\$145,158.
Capital Nitrogen	\$0.	\$0.		\$0.
Berlin:	\$2,270,424.	\$2,395,686.	5.61%	\$125,162.
Operations (net minus debt & Cap)	\$1,369,023.	\$1,441,566.	5.30%	\$72,543.
Debt	\$568,493.	\$570,179.	0.30%	\$1,686.
Capital Gen & Admin	\$332,908.	\$383,840.	15.30%	\$50,933.
Capital Nitrogen	\$0.	\$0.		\$0.
Cromwell:	\$1,026,215.	\$1,084,518.	3.73%	\$58,301.
Operations (net minus debt & Cap)	\$474,986.	\$484,861.	2.08%	\$9,874.
Debt	\$351,484.	\$349,351.	-0.61%	(\$2,133.)
Capital Gen & Admin	\$199,745.	\$230,304.	15.30%	\$30,560.
Capital Nitrogen	\$0.	\$0.		\$0.
Middletown:	\$4,588,025.	\$4,803,293.	4.69%	\$215,268.
Operations (net minus debt & Cap)	\$2,358,818.	\$2,487,574.	5.46%	\$128,756.
Debt	\$1,577,177.	\$1,551,637.	-1.62%	(\$25,540.)
Capital Gen & Admin	\$652,030.	\$764,082.	17.19%	\$112,052.
Capital Nitrogen	\$0.	\$0.		\$0.
MDC:	\$707,790.	\$737,188.	4.15%	\$29,398.
Operations (net minus debt & Cap)	\$371,852.	\$388,666.	4.52%	\$16,814.
Debt	\$229,408.	\$225,693.	-1.62%	(\$3,715.)
Capital Gen & Admin	\$106,530.	\$122,829.	15.30%	\$16,298.
Capital Nitrogen	\$0.	\$0.		\$0.
Farmington:	\$11,228.	\$12,496.	11.29%	\$1,268.
Sub Total				
Interest Income	\$30,000.	\$100,000.	233.33%	\$70,000.
Sludge Management:	\$950,000.	\$1,050,000.	10.53%	\$100,000.
Reserve Fund Transfer for Ops Bud	\$250,000.	\$500,000.		\$250,000.
\$13 Res Fund Trans NB, B, C Credit	\$983,820.	\$713,571.	-27.47%	(\$270,249.)
Reserve Fund Transfer for CAPITAL Project	\$0.	\$1,000,000.		\$1,000,000.
Miscellaneous Income:	\$50,000.	\$130,000.	160.00%	\$80,000.
Total Budget:	\$17,699,109.	\$19,640,572.	10.97%	\$1,941,463.
Total Constituents'	\$14,716,271.	\$15,397,317.	4.63%	\$681,046.
Total Contractuals'	\$719,018.	\$749,684.	4.26%	\$30,666.
				1,046,109,406

Increase is due to credit for NB, B Cromwell being reduced, Capital Costs and Operating cost increase. Offset by use of Reserves see below.

15.30%

Berlin Flow Increase 11% over previous 5 year period. Increase is due to credit for NB, B Cromwell being reduced, Capital Costs and Operating cost increase. Offset by use of Reserves see below.

15.30%

Increase is due to credit for NB, B Cromwell being reduced, Capital Costs and Operating cost increase. Offset by use of Reserves see below.

15.30%

17.19%

15.30%

PARTICIPANT

New Britain (less Farmington):

Berlin:
Cromwell:
Middletown:
M.D.C.:
Farmington:

Constituent Average

COST PER MILLION GALLONS		CHANGE
FY 2021-2022	FY 2022-2023	
1,783	2,006	12.54%
1,738	1,382	-20.45%
2,535	2,841	12.06%
1,991	2,188	9.92%
2,304	2,682	16.42%
2,441	2,717	11.29%
1,306	1,404	7.49%
		\$5,744,525.

Operations

\$6,504,215

Debt & Capital

\$5,103,215

New Britain (less Farmington):

Berlin:
Cromwell:
Middletown:
M.D.C.:

48.65%
16.16%
4.98%
26.51%
3.70%

\$3,164,448
\$1,051,272
\$323,734
\$1,723,987
\$240,774

40.89%
14.35%
8.61%
31.56%
4.59%

\$2,086,680
\$732,169
\$439,301
\$1,610,771
\$234,294

Budget Comparison

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	Average Annual Increase 2018-2024
Total Budget	\$ 65,221,361	\$ 29,436,053	\$ 25,366,432	\$ 14,465,444	\$ 15,416,086	\$ 14,909,946	\$ 16,165,222	\$ 16,113,196	\$ 16,714,184	\$ 17,658,255	\$ 19,452,649	4.36%
New Britain	\$ 4,145,937	\$ 4,937,139	\$ 5,137,548	\$ 5,770,140	\$ 5,794,805	\$ 5,841,083	\$ 6,123,969	\$ 5,900,712	\$ 6,348,885	\$ 6,831,607	\$ 7,518,023	4.96%
Berlin	\$ 1,252,920	\$ 1,551,037	\$ 1,704,358	\$ 1,860,803	\$ 1,862,451	\$ 1,884,167	\$ 1,960,833	\$ 1,957,453	\$ 2,078,380	\$ 2,270,424	\$ 2,609,135	6.68%
Cromwell	\$ 501,898	\$ 663,429	\$ 797,747	\$ 917,890	\$ 888,309	\$ 885,555	\$ 910,862	\$ 898,887	\$ 964,701	\$ 1,026,215	\$ 1,143,653	4.79%
Middletown	\$ 971,816	\$ 1,551,998	\$ 2,327,238	\$ 2,759,965	\$ 2,774,914	\$ 2,832,985	\$ 2,912,744	\$ 4,335,752	\$ 4,368,659	\$ 4,588,025	\$ 5,083,970	13.87%
MDC	\$ 273,312	\$ 375,634	\$ 427,543	\$ 508,346	\$ 618,113	\$ 636,686	\$ 667,881	\$ 654,259	\$ 679,116	\$ 707,790	\$ 776,921	4.28%
Notes	\$56 million of budget from Nitrogen Upgrade \$21 million of budget from Nitrogen Upgrade & set aside \$12.5 million from reserves & Bond/loan income											
% of Budget												
NB	6.36%	16.77%	20.25%	39.89%	37.59%	39.18%	37.88%	36.62%	37.99%	38.69%	38.65%	
Berlin	1.92%	5.27%	6.72%	12.86%	12.08%	12.64%	12.13%	12.15%	12.43%	12.86%	13.41%	
Cromwell	0.77%	2.25%	3.14%	6.35%	5.76%	5.94%	5.63%	5.58%	5.77%	5.81%	5.88%	
Middletown	1.49%	5.27%	9.17%	19.08%	18.00%	19.00%	18.02%	26.91%	26.14%	25.98%	26.14%	
MDC	0.42%	1.28%	1.69%	3.51%	4.01%	4.27%	4.13%	4.06%	4.06%	4.01%	3.99%	

Fiscal Year	New Britain			Total Credit			Balance (w/OUT Int.)	Year	Barlin			Balance (w/OUT Int.)	Total Credit			Balance (w/OUT Int.)	Cromwell			Balance (w/OUT Int.)
	NEW CREDIT	INTEREST	CREDIT	W/INT	W/INT	W/INT			NEW CREDIT	INTEREST	CREDIT		W/INT	W/INT	W/INT		NEW CREDIT	INTEREST	CREDIT	
2014-2015	\$0			\$735,000	\$735,000	\$0	\$9,169,732	0	\$0			\$2,425,281	\$205,000	\$205,000	\$0	\$80,000	\$90,000		\$90,000	\$1,404,887
2015-2016	\$735,000			\$735,000	\$735,000	\$0	\$8,434,732	1	\$205,000			\$2,220,281	\$195,000	\$195,000	\$0	\$80,000	\$90,000		\$87,544	\$1,314,987
2016-2017	\$701,842			\$701,842	\$701,842	\$0	\$7,732,890	2	\$195,000			\$2,025,281	\$195,000	\$195,000	\$0	\$87,544	\$97,544		\$87,544	\$1,227,443
2017-2018	\$673,185			\$977,357	\$977,357	\$124,169	\$6,755,553	3	\$166,317			\$1,768,885	\$258,416	\$258,416	\$85,507	\$154,194	\$154,194		\$154,194	\$1,073,249
2018-2019	\$844,529			\$1,072,870	\$1,072,870	\$106,572	\$5,806,832	4	\$177,635			\$1,521,181	\$280,254	\$280,254	\$83,470	\$152,157	\$152,157		\$152,157	\$821,091
2019-2020	\$615,872			\$1,026,617	\$1,026,617	\$106,572	\$4,886,787	5	\$169,952			\$1,282,080	\$286,963	\$286,963	\$81,433	\$150,120	\$150,120		\$150,120	\$770,971
2020-2021	\$597,216			\$891,388	\$891,388	\$141,524	\$3,885,400	6	\$160,270			\$1,051,712	\$287,434	\$287,434	\$78,395	\$148,083	\$148,083		\$148,083	\$622,889
2021-2022	\$558,559			\$698,748	\$698,748	\$136,189	\$3,438,840	7	\$151,587			\$900,125	\$187,779	\$187,779	\$77,358	\$148,083	\$148,083		\$148,083	\$545,530
2022-2023	\$529,903			\$650,806	\$650,806	\$103,003	\$2,908,837	8	\$142,905			\$757,220	\$186,405	\$186,405	\$75,321	\$148,083	\$148,083		\$148,083	\$470,209
2023-2024	\$501,246			\$501,246	\$501,246	\$103,003	\$2,405,891	9	\$134,222			\$622,998	\$134,222	\$134,222	\$73,284	\$148,083	\$148,083		\$148,083	\$396,925
2024-2025	\$472,590			\$472,590	\$472,590	\$103,003	\$1,933,101	10	\$125,539			\$497,469	\$125,539	\$125,539	\$71,247	\$148,083	\$148,083		\$148,083	\$325,678
2025-2026	\$443,933			\$443,933	\$443,933	\$103,003	\$1,489,168	11	\$116,857			\$380,602	\$116,857	\$116,857	\$69,210	\$148,083	\$148,083		\$148,083	\$256,488
2026-2027	\$415,277			\$415,277	\$415,277	\$103,003	\$1,073,891	12	\$108,174			\$272,428	\$108,174	\$108,174	\$67,173	\$148,083	\$148,083		\$148,083	\$189,295
2027-2028	\$386,620			\$386,620	\$386,620	\$103,003	\$687,271	13	\$99,492			\$172,936	\$99,492	\$99,492	\$65,136	\$148,083	\$148,083		\$148,083	\$124,160
2028-2029	\$357,964			\$357,964	\$357,964	\$103,003	\$329,307	14	\$90,809			\$62,127	\$90,809	\$90,809	\$63,088	\$148,083	\$148,083		\$148,083	\$61,081
2029-2030	\$329,307			\$329,307	\$329,307	\$103,003	\$0	15	\$82,127			\$0	\$82,127	\$82,127	\$61,081	\$148,083	\$148,083		\$148,083	\$0
2030-2031	\$300,651			\$300,651	\$300,651	\$103,003			\$73,444				\$73,444	\$73,444	\$59,987	\$148,083	\$148,083		\$148,083	\$0
2031-2032	\$271,994			\$271,994	\$271,994	\$103,003			\$64,781				\$64,781	\$64,781	\$56,987	\$148,083	\$148,083		\$148,083	\$0
2032-2033	\$243,336			\$243,336	\$243,336	\$103,003			\$56,079				\$56,079	\$56,079	\$54,950	\$148,083	\$148,083		\$148,083	\$0
2033-2034	\$214,681			\$214,681	\$214,681	\$103,003			\$47,386				\$47,386	\$47,386	\$47,386	\$148,083	\$148,083		\$148,083	\$0
2034-2035	\$186,024			\$186,024	\$186,024	\$103,003			\$39,714				\$39,714	\$39,714	\$39,714	\$148,083	\$148,083		\$148,083	\$0
TOTAL	\$9,169,732	\$531,457	\$9,701,189	\$9,701,189	\$9,701,189	\$531,457			\$2,425,281	\$139,191	\$2,564,472				\$1,404,987	\$84,358	\$1,489,345			
	70.54%								18.66%						10.81%					



TOWN OF CROMWELL
HUMAN SERVICES
TOWN HALL, 41 WEST STREET
CROMWELL, CT 06416
(860) 632-3449 FAX (860) 632-3446

Memo

TO: Town Manager/Town Council
FROM: Amy Saada, Director of Human Services
DATE: 3/31/23
RE: Human Services Director Report

Human Services:

- Join our Walk! Connecticut FoodShare Walk Against Hunger is on Saturday May 20th at Dunkin Park in Hartford at 10am. 100% of the funds raised by walkers who select Town of Cromwell Food Pantry upon registration will be allocated to the Cromwell Food Pantry. Online fundraising and walker registration is now open at www.ctfoodsharewalk.org. We hope to have a successful 1st year as a participating partner and we are looking for walkers and sponsors!!
- We are providing April holiday food baskets to 56 Families on April 5th
- 21 Energy Applications in March; 144 Energy Applications have been processed to date. Energy Assistance is open until May 31st.
- 76 Food Bank Appointments in March serving 156 family members.
- Renters Rebate Program opens April 1st – an income-based program for Elderly and Disabled that provides a rebate to CT Renters from the State of CT. We process the applications for Cromwell residents.

Senior Center:

- Last month we shared that we applied to the CT Healthy Living Collective for the Statewide LGBTQ+ Moveable Senior Center Initiative....but we now can share that we were **selected!** This opportunity will provide all Senior Center staff, including drivers, with LGBTQ+ inclusivity training, peer collaboration, and programming support to foster an LGBTQ+ inclusive Senior Center environment and improve access, engagement and connection of LGBTQ+ community members to Senior Center resources.

Some Special April Programming include:

4/6/23 Lunch & Learn: Social Security and Medicare 101

4/14/23 Earth Day Clean Up- our Seniors and Staff will be cleaning up parks along the river, come join us!

4/20/23 Volunteer Appreciation Luncheon

4/21/23 Snack & Learn: Reflections of a Journeyed Soul: from Priest to Police – author Chick Prichard

Youth Services:

- The Family Resource and Preschool Expo on Thursday, March 2 was attended by over 100 parents and children. With over 30 organizations offering a wide range of services from summer camps to autism resources, the Expo is a convenient one-stop shop for parents and caregivers.
- On Tuesday, March 28 Youth Services hosted a parent/caregiver training on how to prevent human trafficking. The training included a discussion on how to engage with children on this topic as well as guidance and tools to help keep children safe.
- In collaboration with the Department of Mental Health and Addiction Services, we hosted two focus groups (one for teens, one for adults). The focus group will assess youth substance use and related factors. Information from this initiative will serve to fill a gap in CT data about substance abuse and the health of youth through the pandemic and aid the state in prevention planning.
- Many individuals misusing prescription drugs (especially adolescents and young adults) get them from friends and/or family members. Residents can pick up their free medication lock box and medication disposal pouch at the Youth Services office Monday - Friday 8:30am to 4:00pm.

Some Upcoming Youth Services programs

The next KinCare Connection- support group meeting is April 11th, 5:30-7:00pm.

4/25/23 Exploring the Genderverse- a session for teens and parents about gender identity and expression



CAFAF
CONNECTICUT ALLIANCE OF
FOSTER & ADOPTIVE FAMILIES

2189 Silas Deane Highway, Suite 2 • Rocky Hill, Connecticut 06067
860.258.3400 hel • 800.861.8838 toll-free • 860.258.3410 fax
www.cafafct.org

March 31, 2023

Cromwell Youth Services
41 West St
Cromwell, CT 06416

Dear Cromwell Youth Services,

On behalf of the Connecticut Alliance of Foster and Adoptive Families, I would like to congratulate you on being a recipient of the 2023 Annual Community Partner Award for your contributions to foster, adoptive, and relative caregiver families in Connecticut.

I invite you and a guest to attend a luncheon and award presentation on Friday, May 5, 2023, at The Heritage Hotel and Spa, Southbury, Connecticut at 12:00 p.m. Please contact Vanessa Williamson at 860-294-2043 or register for the conference at www.cafafct.org by April 14, 2023, to confirm your attendance.

We are grateful for the services you have provided to the foster, adoptive and relative caregiver families. We sincerely hope that you will be able to join us.

Thank you for your time and consideration.

Sincerely,

Margaret Doherty
CAFAF Executive Director

Memo

To: Town Manager Salvatore
From: Kara Canney
Date: 4/5/2023
Re: Cromwell Belden Public Library Report

Statistics for the month of March

Door Count: 5, 245
Circulation: 9, 233
Programs: 36 **Attendance:** 654
Downloads: (Overdrive, Hoopla, Kanopy) 1047
Computer Sessions: 230
Study Rooms: 77.75 hours/83 People

Outreach/Partnerships: Ädelbrook students were kind enough to transplant and host some of our seedlings for the Children's Garden in their greenhouse. Many remained here at the library or in the library's greenhouse. The planting party will be held on May 20th.

The Library and Solid Waste & Recycling Department began discussions with Dr. Macri to roll out presenting the Blue Earth food scrapping initiative to all of the students in town.

Thank you to the Cromwell Fire Department for agreeing to our special "Meet a Firefighter" story-time on Monday, April 10th.

Programming: The chicks have hatched. They will remain in the incubator until dry and then transferred to the pen where they will remain for two weeks. We have a whiteboard in the library with suggested theme names: Favorite wrestler, spice or pasta shape. Add your input!

Cookbook Club-Bobby at Home-Register for a copy of the book and choose what recipe you would like to share on May 15th at 6:30 PM

Friends of the Library Meeting on May 1st at 6:30 PM

Other: The library will have a new copier for public use by the end of this month.



SCOTT KIERAS
RECREATION Director

SHELBY JONES
Program Coordinator

ROSANNE KRAJEWSKI
Administrative Assistant

MEMORANDUM

TO: Anthony Salvatore, Town Manager
FROM: Scott Kieras, Recreation Director
DATE: April 1, 2023
RE: Recreation Department Updates

Below is an update of information from our Department since the last Town Council Meeting:

- ❖ Tennis/Pickleball Courts are open with complete wind screens installed. The lights will be activated once night time temperatures increase. We anticipate this within the next few weeks.
- ❖ Perspective Summer Camp Counselors interview have concluded. We will be reaching out and finalizing our staff within the next few weeks. Registration for all camps remains strong.
- ❖ Planning continues for Town of Cromwell Farmers Market. To date, we have received 12 individual/business sponsors for the 2023 season. Sponsorship packages are \$1,000.00, \$500.00 and \$300.00. We are currently finalizing booking entertainment and food trucks. We continue to be confident this year's market will be bigger and better than last season.
- ❖ Our 2023 Spring / Summer Brochure was mailed to all Cromwell Residents/Businesses. Registration for all programs, activities remains strong. Summer concerts and movie offerings have been published; we should once again have a great summer of entertainment for our residents.
- ❖ Fields and pavilions are open (weather permitting). Parks Department continue preparing all fields for all Cromwell user groups for their start of season.

If you have any questions regarding the Recreation Department do not hesitate to contact my office.



Town of Cromwell

Office of the Town Manager

TOWN MANAGER'S REPORT

Date: April 4, 2023

To: Members of the Town Council

From: Anthony J. Salvatore, Town Manager

Subject: Town Manager's Report for 4/12/2023 Town Council Meeting

- We are moving forward with the Cromwell Middle School Project. We had a meeting on Friday, March 31st. A Special Town Council Meeting is scheduled for April 6th with an item on the agenda regarding this project.
- The Budget Referendum will be held on May 2nd.
- 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.
- Met with Mike Fallon from Senator Murphy's Office regarding a grant opportunity. The Town submitted a grant to digitize Town records making it easier and more efficient for both employees and residents to access records.
- I attended the Grand Opening of Hot Taco on March 22nd.
- Negotiations for Non-Sworn Police Department employees began on April 4th.
- Town Staff including the Athletic Director for the Board of Education will be meeting with CHA Companies regarding the Athletic Field Project after Spring Break.
- The Historical Sign in front of Town Hall has been restored with a new coat of paint.
- 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: APRIL 5, 2023
TO: ANTHONY J. SALVATORE, TOWN MANAGER
FROM: SHARON DEVOE, FINANCE DIRECTOR
RE: APRIL TOWN COUNCIL REPORT

I am submitting budget reports for fiscal year 2023 for the Town Council meeting on April 12th. The reports reflect activity through the end of March.

Expenditures are basically in line with expectations for this point in the fiscal year, but we will continue to monitor expenditures. Revenue is also on target compared to budget levels. Total tax collections and investments have exceeded budgeted levels. Investment revenue increase is mainly due to the increase in interest rates.

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



FOR 2023 09

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
001 GENERAL FUND							
002 TOWN CLERK'S OFFICE	-372,000	0	-372,000	-260,646.54		-111,353.46	70.1%
021 TAX COLLECTOR	-47,894,122	0	-47,894,122	-48,270,292.09		376,170.09	100.8%
022 ASSESSOR'S OFFICE	-500	0	-500	-99.50		-400.50	19.9%
030 PUBLIC WORKS ADMIN.	-45,900	0	-45,900	-38,299.81		-7,600.19	83.4%
033 BUILDING INSPECTION	-350,000	0	-350,000	-245,856.02		-104,143.98	70.2%
040 POLICE DEPARTMENT	-99,800	0	-99,800	-38,617.60		-61,182.40	38.7%
042 ANIMAL CONTROL	-550	0	-550	.00		-550.00	.0%
050 HEALTH DEPARTMENT	-25,000	0	-25,000	-7,560.00		-17,440.00	30.2%
053 SENIOR SERVICES	-500	0	-500	-550.00		50.00	110.0%
061 LIBRARY	0	0	0	-2,463.12		2,463.12	100.0%
206 BOARDS & COMMISSIONS	-9,500	0	-9,500	-13,031.55		3,531.55	137.2%
207 STATE OF CONNECTICUT	-5,627,265	0	-5,627,265	-3,263,419.71		-2,363,845.29	58.0%
208 MISCELLANEOUS SOURCES	-578,404	0	-578,404	-990,014.22		411,610.22	171.2%
999 FUND BALANCE	-979,000	0	-979,000	.00		-979,000.00	.0%
TOTAL GENERAL FUND	-55,982,541	0	-55,982,541	-53,130,850.16		-2,851,690.84	94.9%
GRAND TOTAL	-55,982,541	0	-55,982,541	-53,130,850.16		-2,851,690.84	94.9%

** END OF REPORT - Generated by sharon devoe **

TOWN OF CROMWELL, CT

YEAR-TO-DATE BUDGET REPORT



FOR 2023 09

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
001 GENERAL FUND							
001 TOWN MANAGER'S OFFICE	387,846	1,723	389,569	275,632.27	1,443.98	112,493.05	71.1%
002 TOWN CLERK'S OFFICE	215,953	1489	216,442	152,783.51	12,869.51	50,789.06	76.5%
003 REGISTRAR OF VOTERS	80,209	104	80,313	54,126.85	6,645.66	19,540.01	75.7%
004 PLANNING COMMISSION	3,525	0	3,525	1,692.64	379.17	1,453.19	58.8%
005 ECONOMIC DEVELOPMENT	22,302	0	22,302	10,161.49	.00	12,140.51	45.8%
006 BOARD OF FINANCE	1,350	0	1,350	322.85	.00	1,027.15	23.9%
008 CHARTER REVISION COMM	3,000	0	3,000	147.10	.00	2,852.90	4.9%
009 BOARD OF ASSESSMENT APPEALS	1,200	0	1,200	103.00	.00	1,097.00	8.6%
010 ZONING BOARD OF APPEALS	1,250	0	1,250	290.20	40.77	1,919.03	26.5%
011 INLAND WETLANDS	1,900	0	1,900	706.00	.00	1,194.00	37.2%
012 COMM. FOR DISABLED PEOPLE	49,872	0	49,872	49,337.00	.00	535.00	98.9%
013 DONATIONS AND DUES	42,130	0	42,130	41,161.00	.00	969.00	97.7%
014 TOWN COUNCIL	232,100	0	232,100	83,419.85	122,283.15	26,397.00	88.6%
015 LEGAL EXPENSE	210,401	0	210,401	167,637.43	41,651.00	1,112.57	99.5%
016 CENTRAL SERVICES	754,002	0	754,002	581,513.08	.00	26,096.92	95.7%
017 INSURANCE EXPENSE	140,299	741	141,040	105,758.10	2,183.50	4,077.85	99.5%
018 DEVELOPER/PLANNER	443,179	2,266	445,445	332,890.96	498.38	34,783.78	75.3%
020 FINANCE DEPARTMENT	159,943	164,284	324,227	160,003.62	466.84	112,087.31	74.8%
021 TAX COLLECTOR	279,922	1,177	281,100	181,746.09	129.40	164,094.20	49.4%
022 ASSESSOR'S OFFICE	246,990	1,919	248,909	207,778.48	585.10	65,835.55	73.5%
030 PUBLIC WORKS ADMIN.	246,354	1,079	247,433	174,188.91	9,821.33	63,401.50	77.4%
031 ENGINEERING	878,220	648	878,868	460,915.37	16,848.04	107,450.53	87.8%
032 SOLID WASTE REMOVAL	210,771	782	211,553	154,986.11	310,501.62	53,569.93	74.7%
033 BUILDING INSPECTION	1,505,106	4,764	1,509,870	780,070.14	256,478.78	473,321.21	68.7%
034 HIGHWAY DEPT.	656,972	2,924	659,896	473,478.47	32,185.92	154,231.56	76.6%
035 BUILDING MAINTENANCE	451,431	2,359	453,790	260,591.70	40,264.29	152,933.88	66.3%
036 PARKS & GROUNDS	449,000	0	449,000	333,635.57	77,680.03	37,684.40	91.6%
037 PUBLIC WORKS-OTHER	330,200	0	330,200	153,954.11	69,244.56	107,001.33	67.6%
038 VEHICLE MAINTENANCE	3,837,472	1,665	3,839,137	2,791,664.49	42,269.00	1,005,203.43	73.8%
040 POLICE DEPARTMENT	21,050	0	21,050	14,078.84	755.80	6,215.36	70.5%
041 EMERGENCY MANAGEMENT	95,414	0	95,414	69,990.36	.00	25,423.64	73.4%
042 ANIMAL CONTROL	205,377	675	206,052	139,745.25	30,389.31	35,917.55	82.6%
050 HEALTH DEPARTMENT	137,217	751	137,968	100,539.94	273.29	37,154.37	73.1%
051 HUMAN SERVICES	136,972	336	137,308	98,961.83	5,859.18	32,487.07	76.3%
053 SENIOR SERVICES	107,755	318	108,073	69,010.09	5,537.88	33,525.30	69.0%
054 YOUTH SERVICES	152,064	699	152,763	109,210.73	2,349.98	41,202.39	73.0%
055 TRANSPORTATION SERVICES	277,639	951	278,590	205,109.67	7,789.08	65,691.67	76.4%
060 RECREATION DEPARTMENT	653,393	2,558	655,951	452,645.50	19,569.65	183,735.41	72.0%
061 LIBRARY							

TOWN OF CROMWELL, CT

YEAR-TO-DATE BUDGET REPORT



FOR 2023 09

	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
070 BONDED DEBT	3,429,499	0	3,429,499	631,025.00	.00	2,798,474.00	18.4%
080 EMPLOYEE BENEFITS	4,208,128	-28,486	4,179,642	2,391,070.05	1,001,611.19	786,960.48	81.2%
090 BOARD OF EDUCATION	33,996,415	0	33,996,415	20,933,899.35	.00	13,062,515.65	61.6%
119 DEVELOPMENT COMPLIANCE	109,799	373	110,172	81,715.39	522.30	27,934.41	74.6%
120 CONSERVATION COMMISSION	1,210	0	1,210	.00	.00	1,210.00	.0%
TOTAL GENERAL FUND	55,982,541	164,099	56,146,640	34,035,439.06	2,122,124.62	19,989,076.35	64.4%
GRAND TOTAL	55,982,541	164,099	56,146,640	34,035,439.06	2,122,124.62	19,989,076.35	64.4%

** END OF REPORT - Generated by sharon devoe **

TOTAL	8	15,694.39	0.00	0.00	15,694.39	-4,495.79
		20,190.18	166.08	20.00	20,376.26	



CROMWELL POLICE DEPARTMENT

Denise Lamontagne
Chief of Police

MEMO

TO: Anthony Salvatore
Town Manager

FROM: Chief Denise Lamontagne 

SUBJECT: Town Council Report

DATE: April 4, 2023

In preparation for the April Town Council meeting, I am providing you the March monthly statistics. I am also providing you a report from K-9 Sergeant John Carlson for activity for the month of March 2023. In addition, I've included a report from Detective Sergeant Penn regarding the outcome of a lengthy investigation.

Response to Aggression/Resistance: none

Civilian Complaints: none

Training:

- Dispatcher Mosdale: COLLECT and 911 Training
- Dispatcher Racki: EMD Recertification
- Sergeant Maslauskas: FBI-LEEDA-ELI (Third and final of trilogy)
- Officer Camputaro, Officer Thomasson and Officer Visconti: EMR Training
- Officer Bialko: In-Service Training
- Detective Perlini and Detective Tolton: Search and Seizure Essentials for Cell Phones

On March 16, 2023 Jonathan O was sworn in as a police officer for the Town of Cromwell. Officer O was in the Police Officers Standards and Training Council academy since September 2022 and graduated April 5, 2023. Recruit O began his field training on April 8th.

Officer Visconti has been cleared for full duty and will begin her field training April 16, 2023.

We have not hired any applicants for a police officer for the April academy and continue to test. The next academy date is July 2023.

We hired Corey Mosdale as dispatcher and he is quickly moving through his training as he has previous dispatching experience with the Cromwell Fire District, Willimantic Fire Chiefs' Switchboard Association and Colchester Emergency Communications.

Captain Sifodaskalakis and I have been working with the Travelers Championship for the upcoming June event.

Incident Statistics Report

03/01/2023 00:00 Thru 03/31/2023 23:59

Call Type Description	Total for Period
911 Hang Up Call	15
Administrative Matter	20
Alarm - All types	15
ALARM-FALSE BILLABLE	27
Animal Complaint	16
Assist Motorist	22
Assist Other Agency	27
Car Seat Installation	1
CAR WASH	41
Civil Matter	3
Counterfeit/Forgery	1
Dis Conduct/BOP	2
Domestic Incident	11
DUI	2
Dumping	3
Escort	2
False Pretenses/Swindling	2
Fingerprinting	18
FV Protocol / P.A.	9
Harrassing Phone Calls	2
Identity Theft	12
Impaired / Intox Person	3
Juvenile Incident	12
K-9 Assist	1
Larceny - From MV	4
Larceny - MV Parts/Access	7
Larceny -Purse-snatch	1
Larceny -Shoplifting	20
Larceny- Other	2
MEDICAL - OXYGEN REPLACEMENT	4
Medical Emergency	48
MEDICATION DISPOSAL BOX	1
Missing Person	1
MV Accident	24
MV Parking Violation	11
MV Theft	6
MV Violation	78
MV VIOLATION ATTEMPTED	2
MVA NR PRIV PROP	6

Incident Statistics Report

03/01/2023 00:00 Thru 03/31/2023 23:59

Call Type Description	Total for Period
Noise Complaint	3
Property Check	625
Property Lost/Found	8
Property Seized	1
Record Only Call	6
Road Cond/TCS Out	9
See Complainant	30
Serve Warrant INFO	8
Suspicious Activity	59
TEST CALL	2
Threaten/Harass/Intimidation	4
Tobacco Sales	22
Town Ordinance	3
Traffic Assignment	10
Trespassing	2
Unfounded Complaint	23
Untimely Death	1
Unwanted Person	3
Well Being Check	38
Total:	1339

Monthly NIBRS Statistics

03/01/2023 00:00 Thru 03/31/2023 23:59

Call Description		Curr Mth	Prev Mth	% Chg	Prev Year	% Chg	Year To Date	Year To Date 2022	% Chg
		03/ 2023	02/ 2023	Mth to Mth	03/2022	Mth to Yr	1/1 - 03/31/2023	1/1 - 03/31/2022	2023 / 2022
100	Kidnap/Abduction	0	1	% 100	0	% 0	1	0	% +100
11A	Forcible Rape	0	2	% 50	0	% 0	2	0	% +200
11D	Forcible Fondling	2	0	% +200	1	% +100	2	2	% 0
120	Robbery	0	0	% 0	0	% 0	1	1	% 0
13A	Aggravated Assault	0	0	% 0	0	% 0	0	2	% -50
13B	Simple Assault	4	2	% +100	4	% 0	9	14	% -35
13C	Intimidation	1	2	% -50	4	% -75	4	14	% -71
210	Extortion/Blackmail	0	0	% 0	0	% 0	0	1	% -100
220	Burglary/Breaking and Enter	0	2	% 50	1	% 100	3	3	% 0
23A	Pocket-Picking	0	0	% 0	0	% 0	0	0	% 0
23C	Shoplifting	19	14	% +35.7	11	% +72.7	48	42	% +14.2
23D	Theft From Building	1	1	% 0	2	% -50	4	7	% -42
23F	Theft From Vehicle	4	1	% +300	6	% -33	11	19	% -42
23G	Theft of MV Parts or Access	8	2	% +300	9	% -11	14	19	% -26
23H	All other Larceny	0	0	% 0	1	% 100	2	5	% -60
240	Motor Vehicle Theft	6	4	% +50	2	% +200	12	4	% +200
250	Counterfeiting/Forgery	2	0	% +200	3	% -33	3	4	% -25
26A	False Pretenses/Swindle/Con	2	1	% +100	0	% +200	5	1	% +400
26B	Credit Card/Automatic Telle	0	2	% 50	0	% 0	3	4	% -25
26C	Impersonation	0	1	% 100	0	% 0	1	0	% +100
26E	Wire Fraud	0	0	% 0	0	% 0	0	1	% -100
26F	Identity Theft	11	2	% +450	1	% +1000	20	3	% +566
270	Embezzlement	0	0	% 0	1	% 100	0	2	% -50
290	Destruction/Damage/Vandalis	3	4	% -25	11	% -72	13	30	% -56
35A	Drug Narcotic Violations	0	1	% 100	3	% 33.3	2	7	% -71
35B	Drug Equipment Violations	1	1	% 0	2	% -50	3	9	% -66
36B	Statutory Rape	1	0	% +100	0	% +100	1	1	% 0
520	Weapon Law Violations	0	1	% 100	1	% 100	2	2	% 0
90C	Disorderly Conduct	1	1	% 0	3	% -66	4	13	% -69
90D	Driving under the Influence	2	2	% 0	7	% -71	9	10	% -10
90F	Family Offenses, Nonviolent	0	0	% 0	1	% 100	0	3	% -33
90J	Trespass of Real Property	1	3	% -66	5	% -80	7	13	% -46
90Z	All Other Offenses	1	6	% -83	4	% -75	9	14	% -35
Report Totals:		70	56	% +25	83	% -15	195	250	% -22



CROMWELL POLICE DEPARTMENT

Denise Lamontagne
Chief of Police

TO: Chief Denise Lamontagne

FROM: K-9 Sergeant John Carlson

SUBJECT: Monthly K-9 Activity March 2023

DATE: 04-03-2023

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

March 21, 2023 – K9 demonstration for career fair at Cromwell High School

March 21, 2023 – K9 monthly patrol in-service at Middletown Watershed – 8 Hours.

March 25, 2023 – Case #23-3435 – K9 demonstration for group at Court Yard Marriott

Nothing further at this time.



CROMWELL POLICE DEPARTMENT

Denise Lamontagne
Chief of Police

MEMO

TO: Captain Frederick Sifodaskalakis

FROM: Sergeant Steven Penn

SUBJECT: Detective Division Report March 2023

DATE: March 31, 2023

During the month of March, 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 October 06, 2022 when patrol officers responded to 133 Sebethe Drive for a report of a stolen tow truck. The patrol officer learned that the truck was unlocked. On October 7th the vehicle was located by the East Hartford Police Department and recovered. Detective Perricone processed the tow truck 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 Andrea Jorden (dob: 12/02/1996). Jorden was in custody of the CT Department of Corrections and a writ of habeas corpus was requested. On March 29, 2023 Jorden arrived at GA-09 and was charged with P.A. 22-115 Larceny of a Motor Vehicle, 53a-116 Criminal Mischief 2nd degree and 53a-126a Criminal Trover 1st degree. Jorden was presented in court on the same day.



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

MEMORANDUM

To: Anthony J. Salvatore, Town Manager

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

Date: April 12, 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:

- Bids for West Street sidewalk project open on the 21st of April. Inspection services for same project on the 14th.
- Preliminary drainage study results should be available to staff for review toward the end of April.
- Multi-purpose field facility concept plan review meeting for Town staff to be held next week. Preliminary costs estimate to follow.
- Pierson Park/football conceptual designs have been reviewed by engineering staff and consultant is working up cost estimates and scope of work to move forward.
- Litter Pick – Nip Fund – had a seasonal employee come back a week early to litter pick town. We collected 86 bags and 6 tires.
- Community Gardens – purchasing mulch. Garden will be tilled in advance of May 1st opening.
- Neglected Cemetery Grant – notified by state that we will receive \$5,000 we applied for to replace fence and do tree maintenance.



Cromwell Public Schools
"Placing Students First"
www.cromwell.k12.ct.us

Central Administrative Offices
PH: 860-632-4830

9 Captain James Mann Memorial Drive

Cromwell, CT 06416-1398
FAX: 860-632-4865

Dr. Enza Macri
Superintendent of Schools
860-632-4839
Michele DiMauro
Director of Human Resources
860-632-6043
Dr. Keri MacLean
Director of Curriculum & Instruction
860-632-6047

Sari O'Leary
Director of Student Services
860-632-4831
Ann Burke
Director of Financial Services
860-632-4837
Melinda St. John
Director of District Operations
860-632-6048

MEMO:

To: Town Manager Salvatore, Mayor Fortenbach,
BOF Chairman Ireland, BOF member Wygonowski

From: Enza Macri, Ed.D.
Superintendent of Schools

Re: Gordian - Full Proposal

Date: April 3, 2023

Attached you will find the school buildings and field site quote for a Facility Condition Study from Gordian and supporting documents.

The proposal includes the Scope of Work - Facility Conditions Assessment, Presentation Development and Delivery, Asset List, Professional Services Statement of Work and a Master Agreement. As we discussed at our meeting in December 2022, it is in the best interest that all schools and fields are assessed in order to properly develop a full scope and efficient capital planning program. The BOE looks forward to working in collaboration with the town to complete this study and develop a plan that will continue to ensure that Cromwell is a place that is safe to call home, well-maintained and has a bright future with growing opportunities. Also, for clarification, updating to remove the high school fields and add the middle school fields does not change the cost, just the scope of work.

In short, the proposal has many options to consider and are best outlined in the Cromwell VFA sample data attachment on the last page which includes the entire building footprint and all of the exterior property such as fields, parking lots and landscaping – anything on the exterior of the building. The software package is also included in many of the options. The software allows us to continue to update the 5 year plan in real time. I strongly believe having the software and the proper training to utilize it correctly would be most beneficial.

In addition, please note that the district recently received the preliminary report provided from the New England Association of School and Colleges (NEASC) after their visit in February 2023. In order for our accreditation, the report states that we must have a capital improvement plan for all buildings in the district to ensure the maintenance and improvement of buildings, grounds and future needs for infrastructure improvements.

I will wait to hear back from you as to what the next steps would be in order to move forward with this study. The BOE would be more than happy to present this to the BOF and TC if that is what is needed to approve the best option for Cromwell.

Thank you for your anticipated collaboration regarding this matter.

Executive Summary Report

2021 FCA Sample Site Visit Sample Medical Center



May 2021

Submitted by:

VFA Inc.

Lyle Darrah, P.E., Senior Project Director

Rick Sasse, P.E., Senior Project Manager

GORDIAN®

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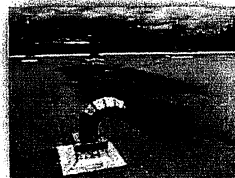
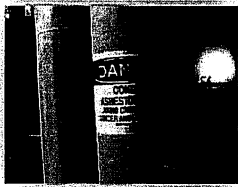
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Acknowledgements

VFA extends our appreciation to the staff at the Sample Healthcare Facility. VFA would like to acknowledge the time and effort put forth by everyone who assisted with this project. Those who helped went through great lengths to assure that the information collected was accurate and concise. We express our appreciation for your help and input.

While we worked most closely with the Facility Manager there are many other key members of the SAMPLE HEALTHCARE FACILITY team who contributed their time to make our visit a success. In particular, we certainly wish to thank the facilities staff members who served as escorts for our assessor teams, responded to our numerous questions about buildings and systems and operational procedures, and reviewed the draft data.

VFA hopes that the information provided as a result of this Assessment will prove to be a useful tool for Sample Healthcare Facility Health to evaluate VFA's Capital Planning services and the VFA.facility Capital Planning tool.



Reports Disclaimers

VFA has produced this sample document to highlight the assessment service capabilities of VFA staff and the Capital Planning features of VFA's VFA.facility software. VFA disclaims any obligation to any other organization or person with respect to any material presented in this document and no person may rely upon this document without advance and express written consent from VFA and such person's written agreement to be bound by the limitations, qualifications, terms, conditions, and indemnities to VFA set forth in that agreement. VFA specifically states that its review of the property in question is subject to monetary restraints and scope limitations.

Given those limitations and conditions, VFA has made what, in its opinion, is a reasonable investigation, limited to visual observations. Design analysis of systems including structural systems has not been performed. VFA has also relied upon interviews and documents with the understanding that independent verification of their factual content is beyond the scope of VFA's work.

The materials presented in this document are "to VFA's knowledge" where such phrase means to VFA's actual knowledge of the subject matter after such inquiry as VFA considered reasonable in light of the qualifications and limitations upon the scope of work.

Assumptions regarding the overall condition of the properties have been developed based upon inspection of "representative" areas of the facilities. As such, the development of schematic methods and associated costs for the correction of identified deficiencies is based upon the overview inspection and is also limited with respect to completeness.

Investigation for the presence of asbestos containing materials (ACM), PCB's, CFC's, radon and other environmentally hazardous materials is not part of this Agreement. In addition, a review and certification that the building has been designed to meet current seismic requirements are not part of this review.

1 Healthcare FCA Sample EXECUTIVE SUMMARY REPORT

DATABASE / ASSESSMENT INFO 2021 Totals

Assets Assessed:	4 Buildings
Total Building Area:	466,221 SF
Year Constructed (oldest bldg.):	1938
Total Replacement Value*:	\$ 130.9M
5-Year FCI Cost*:	\$ 73.0M
5 Year FCI:	0.56
RI (All Funding Needs)	0.63
Average Asset Condition:	"Poor"

**Note: CRV based on the sum value of the select building Systems observed during the sample site visit and does not represent the entire medical center replacement cost.*

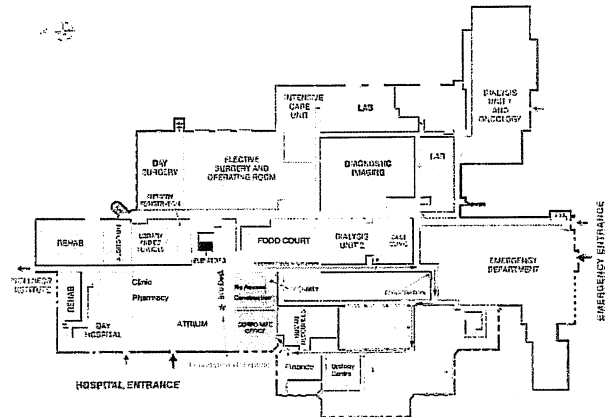


Figure 1: Sample Healthcare Facility map

ASSESSMENT SCOPE

On January 1, 2021 VFA visited the **Sample Healthcare Facility** to conduct Facility Condition Assessments (FCA) to support an on-going 5-year infrastructure capital plan across the client its health care system.

The Sample Healthcare Facility consists of 6 buildings with a reported original construction date of 1938. The building complex has 12 floors and 466,221. It has 100 Bed capacity and current staffs 84 beds. Staffing consists of 860 FTE staff at this location with 400 staff during any given shift. The building complex has 6 floors over 4 buildings.

METHODOLOGY

VFA Capital Planning (ACP) performed the assessment consistent with the requirements of ASTM E2018. The assessment used provided facility information to include drawings, staff interviews and a visual assessment. Equipment lifetimes are based on the published lifespans from the Building Owners and Managers Association (BOMA). Estimates of probably cost were developed using **R.S. Means** construction data. (R.S. Means is a sister company through VFA's parent company Fortive.

The 2021 assessments followed a "Systems Model" approach that included the evaluation of each Asset's component Systems to provide new information, on their nature, age, condition, predicted remaining useful life, and estimated replacement value.

Values for each Asset's component Systems were established using current R.S. Means cost data, and a current replacement value, or **CRV**, was established for each Asset based on the total sum of all its individual System Values.

All costs in the database are linked to current, nationally recognized, R. S. Means cost data values embedded in *VFA.Facility* using specific line items, and are automatically adjusted annually for inflation and market conditions.

REQUIREMENTS, ACTIONS & PRIORITIES

In addition to System age and condition, the 2021 assessment's visual survey sought to identify major repairs, upgrades, and renewals anticipated within the next five years. For Systems with less than 6 years of their BOMA standard 'useful lifetime' remaining, or fewer than six years based on their observed condition, a "Requirement" was automatically generated by the software for their Renewal.

In addition, Requirements were created for observed deficient conditions, needed repairs, or recommended improvements. Each Requirement was assigned a priority based on when it was judged the corrective action should be performed, taken from the following list in the database:

Due within 1 Year of Inspection
Due within 2 Years of Inspection
Due within 5 Years of Inspection
Not Time Dependent

For each non-Renewal Requirement, a corrective 'Action', with a brief scope description and estimated costs, was then created, using the Means cost data embedded in *VFA.Facility*.

Healthcare FCA Sample EXECUTIVE SUMMARY REPORT

ASSESSMENT FINDINGS – FCI's

Using the CRV and Requirement cost data assembled, a current Facility Condition Index, or **FCI**, was calculated for each Asset, establishing a standard measure of their overall condition.

An FCI is simply the ratio of the cost of the Asset's improvements identified as needed in 5 years (Requirements) divided by the Asset's calculated replacement value (**CRV**), and expressed as a decimal fraction of one. Thus, the *lower* an Asset's FCI value, the *better* the building's overall condition is assumed to be.

$$\text{FCI} = \frac{\sum \text{Near-Term Requirement \& System Renewal Costs}}{\text{Asset Current Replacement Value}}$$

The FCI is based on industry standards of a 5 year option of Requirements and Renewals identified, i.e., the highest priority items and the most critical needs. Applying the 5 Year option, the average FCI of the assets assessed in 2021 as shown in **Figure 2** below, is **0.37**, or roughly **37%** of the **CRV** for the main hospital. This is an FCI value that represents an overall condition considered **"Fair"** for facilities under various international standards, and is the projected average condition of the assessed Assets in 5 years, assuming that no capital improvements are made in that time.

The Asset FCI in the *VFA facility* database provide the **SAMPLE HEALTHCARE FACILITY** a benchmark to compare the condition of building assets of different values, sizes, and uses, across their portfolio, to identify areas of concern, and investigate funding. The table below can be expanded to include all campus buildings and or buildings from other campuses.

A complete assessment portfolio will allow the **SAMPLE HEALTHCARE FACILITY** to analyze the data in multiple ways. Common sorts available with alternate graphics include sorting the FCI building from the poorest condition to the best, or the highest funding needs to the lowest. Incorporating energy data, the FCI scores can be plotted against the Energy Use Index.

Asset	Age	Size	CRV	FCI Cost	FCI	Cost/Unit	FCI Cost	RI Cost	RI
Main Hospital	81	98,561	\$24.6m	\$9.1m	0.37	\$249	\$9.1m	\$11.5m	0.47
B Building	78	98,103	\$44.8m	\$23.7m	0.53	\$457	\$23.7m	\$25.5m	0.57
C Building	40	33,027	\$8.5m	\$4.6m	0.55	\$256	\$4.6m	\$5.0m	0.60
D Building	57	236,530	\$53.1m	\$35.6m	0.67	\$224	\$35.6m	\$40.0m	0.75
Total	81	466,221	\$130.9m	\$73.0m	0.56	\$281	\$73.0m	\$82.1m	0.63

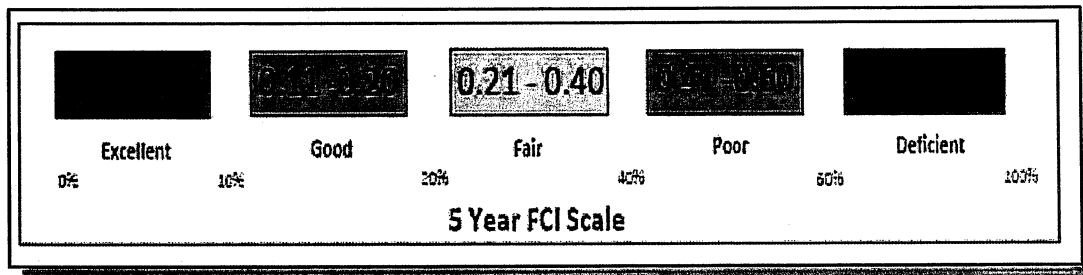
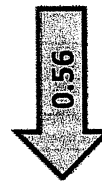


Figure 2: Sample Healthcare Facility FCI and FCI Cost (table abbreviated)

IDENTIFYING NEEDS – Sample Healthcare Facility

Analyzing the Sample Healthcare Facility for the Main Hospital in more detail with the identified 5- year FCI cost (anticipated Repairs and Renewals) of **\$9.1m**, the majority of needs are in the HVAC Systems and Interior Construction System Groups as shown below in **Figure 3**.

Of the \$78K in current Year 1 needs, \$ 76K are Electrical Systems.

Looking out 5 years, \$6.1m (approximately 63%) of the total \$9.5m has been identified as HVAC *Systems*.

Of the total 5 year \$9.5 million in needs, 93% or \$8.8m are short term needs represented by Priority 3

Overall, more investment is needed within the *HVAC System* which includes major renewals such as Induction Units, Controls, Boiler #2 and components of the Cooling Tower System.

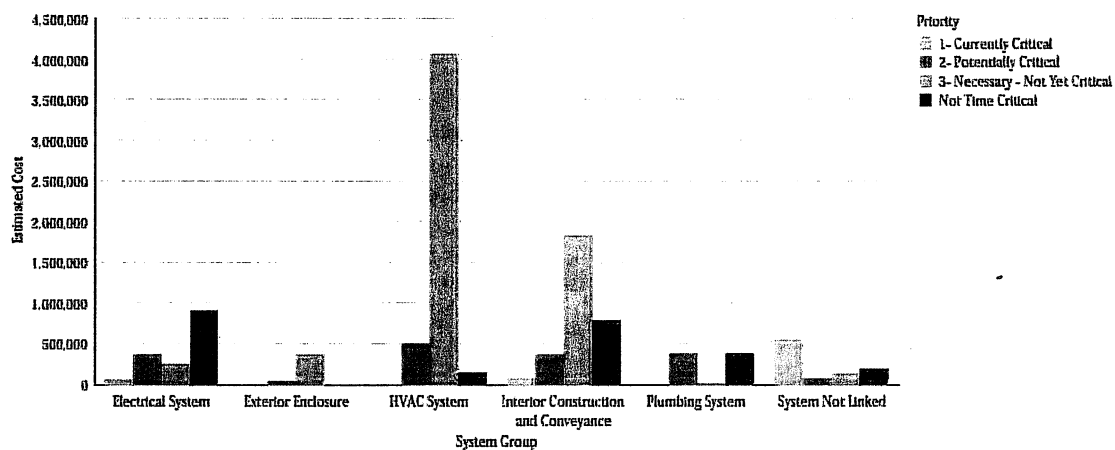


Figure 3: 5 Years Needs as sorted by System Group and Priority



Figure 4: Typical building systems at the Sample Healthcare Facility - Architectural, Mechanical and Electrical pictured from left to right

ASSESSMENT FINDINGS – SCI

Similar to the FCI is the 'SCI' the System Condition Index. The SCI provides a measure of the relative condition of an Asset's, or group of Assets', major building Systems, and is the ratio of the total cost of Requirements needed to upgrade the system, divided by the total calculated replacement value of that system, and thus, the lower the SCI value, the better the observed condition of the system. System groups may be evaluated and reported by an individual building Asset, groups of Assets, or by a campus-wide 'roll-up'.

Like FCI, SCI's below 0.10 are generally considered "Good" and above 0.21, "Fair". **Figure 5**, right displays SCIs of **five major** Asset System groups. The building system groups with the highest SCI's, i.e., the poorest condition, are the **HVAC System** with an average SCI at **1.21**, or **121%** of their replacement values, followed by the **Interior Construction Systems** and **Electrical Systems** at **0.24 (24%)** and **0.21 (21%)** respectively.

Figure 6, below displays the needs by tabulated by Uniformat System Group for the assessed Sample Healthcare Facility Health assets' major systems for the 5 year included in the SCI. The total requirement costs are divided by the total replacement values of the system groups to determine the SCI.

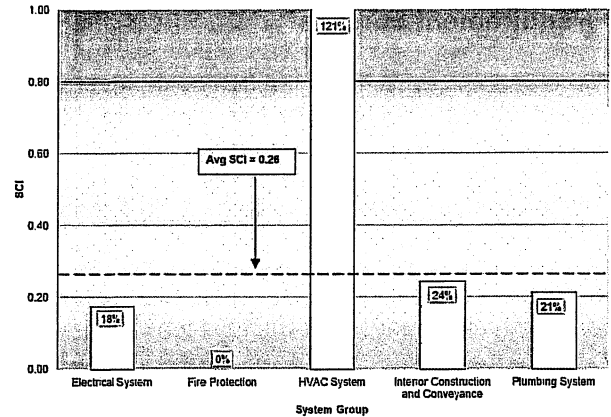


Figure 5: Sample Healthcare Facility SCI Graph

Uniformat System Group	System Replacement Cost	Requirement Costs	System Condition Index
Electrical System	\$ 3,754,232	\$ 657,901	0.18
Equipment and Furnishings	\$ 817,306	\$ -	0.00
Exterior Enclosure	\$ 1,627,510	\$ 401,975	0.25
Fire Protection	\$ 963,695	\$ -	0.00
HVAC System	\$ 3,750,547	\$ 4,551,406	1.21
Interior Construction and Conveyance	\$ 9,677,901	\$ 2,367,830	0.24
Plumbing System	\$ 1,866,394	\$ 398,472	0.21
Structure	\$ 5,615,847	\$ -	0.00
Total	\$ 28,073,432	\$ 8,377,584	30%

Figure 6: Funding Needs by System Group – 5 Year SCI for the Sample Healthcare Facility

Requirement Forecast

With the data contained in the database, and using the **Reports** module within *VFA.Facility*, we can begin to assess short term funding needs for the Sample Healthcare Facility Health Assets assessed in 2021. Funding needs are separated by complete renewals of building systems and requirements addressing system repairs and partial system replacements. The funding levels shown would eliminate all known or projected deferred maintenance over the next ten years.

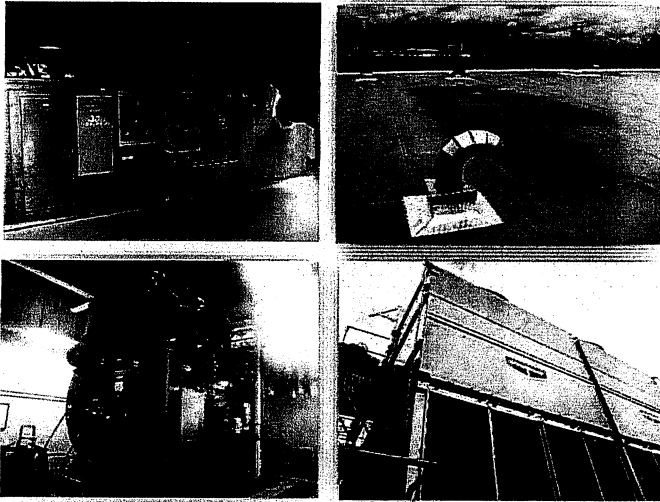


Figure 7: Typical requirement (needs) at the Sample Healthcare Facility

Figure 8 below, shows the results of approximately \$10 million or **86%** of the total \$11.7 million identified are associated with System Renewals that have reached or exceeded their useful service life and as a result should be replaced in their entirety. Building systems that have reached or have exceeded their useful service life require higher levels of maintenance and repair dollars annually. Risk of sudden failure may occur that could render the use of a facility unacceptable. Increases in efficiencies may also be a deciding factor to renew a system.

For these examples, the costs for annual needs is at an annual inflation rate of 0.0%. Annual inflation rates can be adjusted to specific inflation rates or to national averages.

Year	Renewal Requirements	Non-Renewal Requirements	Total
2020	\$ -	\$ 660,389	\$ 660,389
2021	\$ 183,466	\$ 632,373	\$ 815,842
2022	\$ 1,671,284	\$ -	\$ 1,671,284
2023	\$ 197,075	\$ -	\$ 197,075
2024	\$ 5,346,538	\$ 926,086	\$ 5,672,624
2025	\$ 767,343	\$ -	\$ 767,343
2026	\$ 850,617	\$ -	\$ 850,617
2027	\$ 544,099	\$ -	\$ 544,099
2028	\$ 479,257	\$ -	\$ 479,257
Total	\$ 10,039,679	\$ 1,618,351	\$ 11,658,530

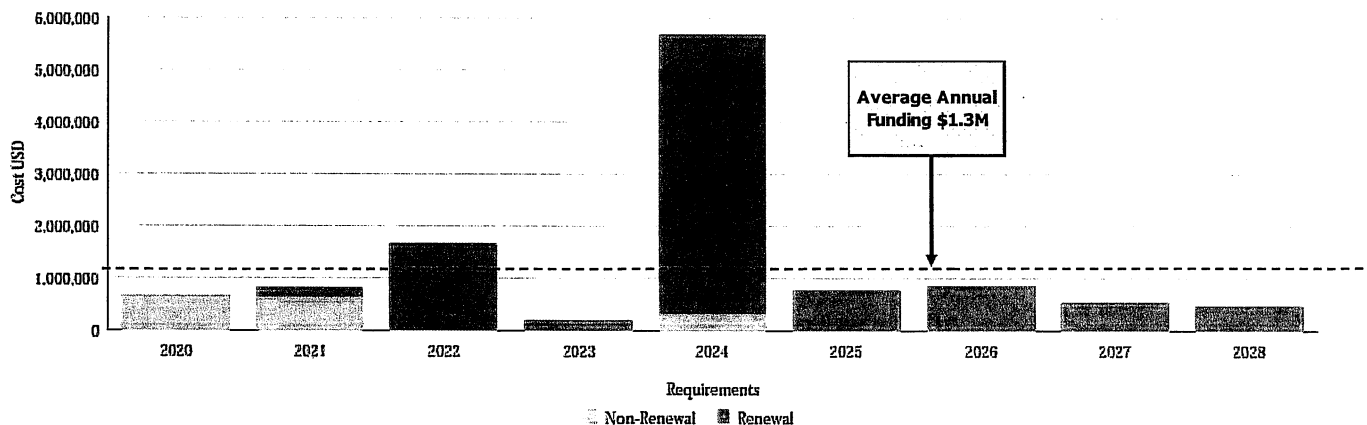


Figure 8: Funding Needs - Next 10 Years for the assessed 2021 Sample Healthcare Facility Health assets

FUNDING SCENARIOS

Using the Sample Healthcare Facility Health Asset data and the **Funding** module within *VFA.Facility* we can examine various funding strategies, analyze their fiscal implications over various time periods, and project the impact of deferred maintenance, either for individual Assets, or across the entire assessed portfolio. Values, either assumed or measured, and different time ranges, can be entered into the funding module for analysis purposes, to see their cost implications and to project their impact on facility conditions.

To show the analysis potential of *VFA.Facility*, we consider three examples that are summarized in **Figure 8** below, illustrating the varying costs and condition impacts that different strategies can produce.

The results of the three potential funding scenarios, applied to the Sample Healthcare Facility are projected out over the next 10 years. For these examples, the costs for annual system renewals is at an annual inflation rate of 0.0% (*today's dollars*) over the time period examined with a 2% deterioration backlog.

The three 10-year Funding scenarios investigated are:

What funding is required to Maintain the current average FCI of around 0.37 for the next 10 years?

Total Applied Funding per SF: \$209

Ending FCI: 0.37

What's the result of annual Funding at 2.0% of the Current Replacement Value (CRV) for the next 10 years?

Total Applied Funding per SF: \$100

Ending FCI: 0.93

What funding is required to Reduce the current projected 5-year FCI of 0.25 (Fair) to .10 (Excellent) over the next 10 years?

Total Applied Funding per SF: \$257

Ending FCI: 0.10

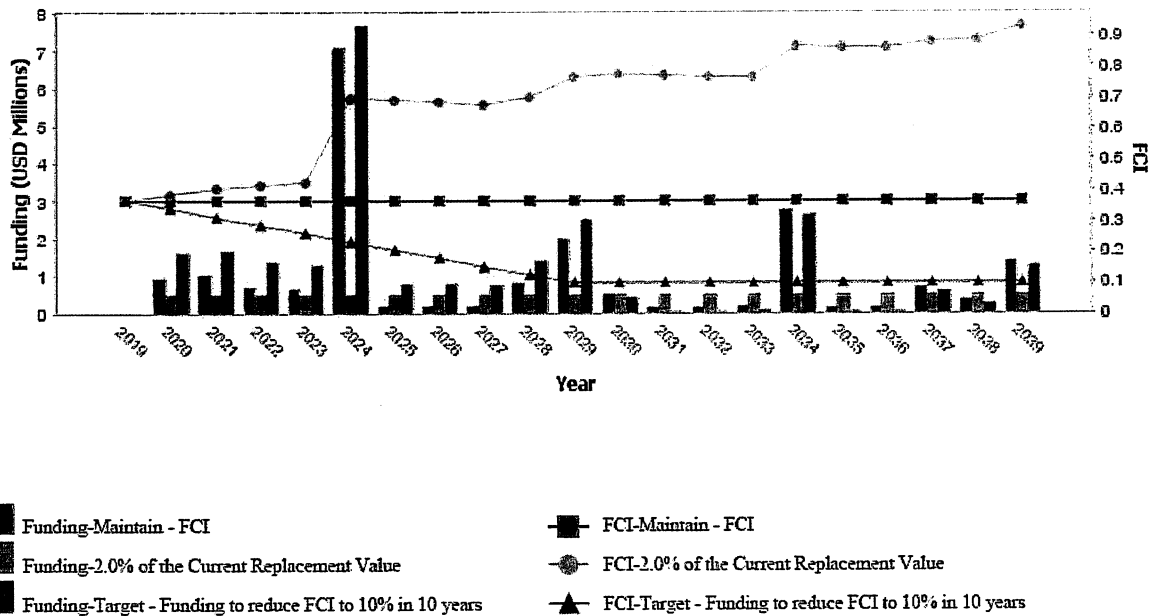


Figure 9: Three Potential 10-year Funding Scenarios for the assessed 2021 Sample Healthcare Facility Health asset

Immediate Life Safety Issues/Maintenance Issues

It is not the intent of a facility condition assessment to document minor repairs that are too small in project scope or dollar value to be included in a Capital Plan. However, it is standard to include all identified Life Safety Code regardless of size in our initial findings. It is our understanding that many of these items will be addressed through regular maintenance. The items presented here may be included in the Capital Plan at the client's discretion.

Architectural

1. The temporary ramp that provides roof access from the 4th floor mechanical penthouse obstructs the path of egress to the stairwell and poses a trip hazard. Reference 2015 IBC 1003.6 Means of egress continuity.

Electrical

2. The receptacles in the Surgical Pathology Room (Room 2A09) do not have GFCI protection as required by NEC Article 210.8(B)(5) where single phase receptacles within six feet of a sink shall have GFCI protection. The rooms are currently offline, but if placed back in operation these items should be corrected by installing GFCI receptacles on each identified circuit.

3. The exit sign leading to the stairway in the laboratory room 2B05 is oriented parallel to the wall. It would provide better visibility and direction to the occupants if it were replaced with a three-way sign set perpendicular to the way with a directional chevron. Reference 2015 IBC Section 1013.1.

4. The MCC-B on the 4th floor mechanical penthouse contains an enclosure for the old cooling tower. The enclosure has large openings in the front of the enclosure that exposes the energized parts in the MCC. Reference NEC Article 230.62A that states energized parts shall be enclosed so that they will not be exposed to accidental contact. Covers for the openings should be installed.

Mechanical

5. The roof top fire hose manifold is poorly located between the roof edge and the hatch guard on the roof. Access from all sides is not possible with a minimum of 36-inches clearance on all sides. Unless approved by the AHJ, the current configuration does not appear to be compliant with IBC 912.4.2 and poses a safety risk to firefighters making a connection to the manifold.

6. The lifting mechanisms for the Elevators have the traction cables that are exposed on the rotating traction drum. This is in violation of OSHA 29 CFR 1910.212(a) where methods of machine guarding shall be installed to protect personnel from contact with rotating parts of machinery that may snag or draw a person into other parts of the machine. Bolt holes were noted on guards at the ends of the drums where the top guarded. The guards were not observed in the room. They should be found or newly procured and installed.

End of Executive Summary Report

Appendix A

Asset Overview Report
Requirement Crosstab Report by Priority and System Group
Requirement List Report



Asset Overview Report

By Asset Name

Main Hospital



Asset Overview Report

By Asset Name

Region: DEMO_Healthcare
Campus: Main Campus

Asset: Main Hospital - Cancer Center
Asset Number: A

Assets are ordered by Asset Name

Currency: USD

Statistics

FCI Cost:	9,006,473	FCI:	0.37
RI Cost:	11,430,752	RI:	0.47
Total Requirement Cost:	9,017,214	Size:	98,561 SF
Current Replacement Value:	24,564,801		

Address 1
City

123 Street
Anytown

Address 2
State/Province/Region

-
KY



Asset Overview Report

By Asset Name

Photo



Asset Description

ARCHITECTURAL

Building A, is located on Campus in the City of Anytown. The building is a freestanding structure built in 1938. The building contains approximately 95,948 square feet of office space including three below grade basement levels and three above grade floor levels.

The main building floor plan is U-shaped with perimeter offices and a linear corridor along the center. The main entrance is located on the first floor, on the east elevation of the building. The upper floors consist primarily of office spaces with a penthouse mechanical room and audiovisual offices. The third floor includes a 135 seat Cafeteria and a lecture hall. The loading dock is located on the west elevation of the building on the B1, basement and subbasement levels. B2 and B3, are comprised primarily of offices and various mechanical spaces.

Per the International Code Councils International Building Code (IBC), the building is classified as a mixed use of Business Group B and Assembly Group A. According to the IBC, Section 602, the building construction type is 2B, Noncombustible as determined from field observations and construction documents provided by the Engineering Department, structural steel members are not fire protected.



Asset Overview Report

By Asset Name

Structure

The substructure is comprised of reinforced cast-in-place concrete slab on grade, footings, foundation walls and interior columns. The superstructure consists of concrete post and beam construction. The roof structure is comprised of an unprotected steel truss and column system with wood sheathing protected with a slate roof system. The drainage system for the roof is comprised of exterior copper-lined wood and soffit gutters with vertical downspouts capturing water for the entire roof surface.

Building Exterior

The building envelope consists of brick veneer walls with hollow masonry backup. The windows are comprised of double hung wood framed units with non-insulating glass and pre-cast concrete sills. The windows include exterior aluminum framed storm windows. The exterior doors consist of solid core wood doors set in wood frames, equipped with knob access and panic egress hardware.

Building Interior

Interior floor finishes typically consist of vinyl asbestos and composition tiles, broadloom carpet and terrazzo. Ceilings are comprised of glued on 1 x 1 tiles, painted plaster and exposed concrete. Interior walls generally consist of painted plaster. Generally, the interior corridors have glued on tiles along the top part of the wall similar to the ceiling tiles. The restrooms typically have ceramic tile floors and wainscot, suspended ceiling tiles and floor mounted metal toilet partitions. The finishes in the main entrance lobby as well as the First, Second and Third Floor corridors consist of terrazzo flooring with painted plaster walls and ceilings. The kitchen includes ceramic tile floors, base and walls. The kitchen ceiling consists of suspended vinyl ceiling tiles. The finishes in the dining area consist of carpet flooring and hardwood ceilings and walls. Interior doors are primarily the original solid wood, raised panel door set in a painted wood frame with various doors containing an upper vision glass panel. A select few of the wood panel doors are set in painted metal frames. The majority of the doors throughout the building lack any type of fire rating and are equipped with knob type hardware.

Vertical Transportation

The building has two passenger elevators with a maximum load capacity of 2,500 lbs each, and one freight elevator with a maximum load capacity of 4,000 lbs. The passenger elevators serve floors B1 through the Third Floor. The freight elevator serves all building levels from B3 to the Fourth Floor. The building has two internal and enclosed stairwells located in the north central and south central sections of the building. Stairwells are comprised of cast in place concrete stairs on B1 through B3 basement levels with concrete filled steel frame stair assemblies from the B1 level to the upper Fourth Floor. Stairs contain painted metal guardrails and balusters with wooden top handrails. The south central stairwell tower serves all floor levels of the building B3 through the Fourth Floor. There is a below-grade exterior staircase located on the south elevation of the building that provides a second means of egress from B3 floor level.

Hazardous Materials

Hazmat survey from 3/1/04 - 4/16/04, determined this building contains the following types of ACM's; duct insulation & sealant, floor tiles & mastic, and pipe insulation. Laboratory results & survey drawings are contained in the hard copy report.

Hazmat survey from 3/1/04 - 4/16/04, determined this building contains the following types of ACM; Transite walls, plaster walls and textured ceilings. Laboratory results & survey drawings are contained in the hard copy report.



Asset Overview Report

By Asset Name

MECHANICAL

HVAC

The cooling and heating for building one is provided by the main physical plant located on campus at Building Z. The 8-inch cooling (chilled water) supply and return piping enters the building in the B2 basement mechanical room. The chilled water is distributed for cooling requirements to five (5) air handling units (AHU) designated AS 1 thru 5, two (2) AHUs 1 and 2 and one (1) AS unit for the kitchen. The heating is provided by high-pressure steam at 165 pounds from the main physical plant that enters the B2 basement mechanical room. The high-pressure steam passes through 2 - 4-inch and 1-1-inch pressure reducing valve (PRVs) stations that provide low-pressure steam for the shell and tube heat exchanger for the hot water heating system. The hot water systems supply and return piping is distributed throughout the building for heating requirements by two (2) 10 HP hot water pumps (HWP's). The steam condensate is gravity fed back underground to the main physical plant at Building Z.

Conditioned air is distributed throughout the building by AHUs AS - 1 thru 5, AS - 8 and AHUs 1 and 2. AS-1 is a constant volume low-pressure dual-duct system that serves offices on the 1st, 2nd and 3rd floors. AS-2 is a constant volume low-pressure system serving the 3rd floor dining area. AS-3 is also a constant volume low-pressure system serving Wilson Hall on the third floor. AS-4 is a constant volume multi-zone system that serves the ground floor offices. AS-5 is a constant volume single zone system with duct reheat coils and serves offices on the B2 basement area. AS-8 is a 100% outside air system for the 3rd floor kitchen area. AHU-1 has two zones with reheat coils that serve the MRI laboratory on the B3 level. AHU-2 is a constant volume single zone system and serves the video and electronics room on the B3 level. Each system has associated return fans.

The exhaust fans located in the attic / penthouse machine room serve the toilet rooms, kitchen and dishwasher and the attic exhaust fan. The exhaust fans located in the basement serve the locker room / toilet rooms and the vault room.

The HVAC systems are controlled primarily by a pneumatic system with a Powers system 800 DDC interface.

Plumbing

Domestic water is provided by the City of Anytown that enters in the B3 basement mechanical room with a three inch feed and 2 - 3-inch backflow prevention devices. A water meter was not observed on the domestic water entrance. The domestic water is distributed throughout the building to all restrooms, drinking fountains, sinks, janitor closets, and other points of use. The domestic steam to hot water converter provides hot water for restrooms and general building use.

Typical restrooms consist of wall-mounted toilets and wall mounted sinks with men's room wall mounted urinals. The plumbing fixtures and piping were recently replaced during the bathroom renovations with the exception of the 4th floor men's and women's rooms. The water fountains in most areas throughout the building are ADAAG compliant, however, occupants complained of the taste and bottled water was evident on each floor.

The storm and sanitary systems is gravity return via several mains and exiting the building in the basement. Visible piping consists of lead and oakum cast iron fittings and no hub cast iron fittings installed during repairs and renovations over the years.

Fire Protection

A new sprinkler system is currently being installed throughout the building and includes a dry-pipe system for the rear loading dock. The system is not yet in service. There is a 4-inch standpipe



Asset Overview Report

By Asset Name

system in the north stairway with a 2.5-inch fire department connection (FDC) on each landing. There is also a FDC in the south end corridor on each floor. ABC type fire extinguishers are located throughout the building with no inspection tags. From previous visits, staff personnel indicate that it is the fire departments' responsibility to inspect and tag the fire extinguishers. There is a bar code type system in place on the fire extinguishers; however, the records were not reviewed at the time of this survey. There was no indication of a FDC on the outside of the building.

ELECTRICAL

Electrical Service

Building 1 is being fed from FDR-14 and FDR-20, originating at Substation Building 17. The primary feeders are connected to two spot network type transformers. The transformers are rated at 500KVA with a 208/120V secondary voltage, connected thru network protectors to existing 1600A switchgear. The building has 10.4 volt amperes per square foot of capacity and does not meet organizational guidelines, which state a range of 13 to 15 volts amps per square foot for office areas.

Electrical Distribution

Power is transferred through bus ducts to the main switchgear consisting of two 1600A main bus with current limiting fuses and tie breakers located in B2 level switchgear room. Distribution is accomplished through 120/208V panel boards located mainly in the main corridors of the building. There are also some panels located within small closets. These panels are for lighting, general receptacles, and computer receptacles. The majority of the panels are Kinney, with a few Cutler-Hammer, SQ D, and Westinghouse panels that have been installed in recent years.

Emergency Power

The building does not have an emergency generator. Backup power for data-communication equipment is provided by independent uninterruptible power supplies (UPS's). Emergency lighting is provided by battery pack units and fluorescent fixtures with emergency ballast distributed throughout the facility. One UPS for emergency lighting is installed in the mechanical area at fourth floor. Exit signs are mixed with LED illuminated type and a minimum amount of fluorescent or incandescent type units distributed throughout the building.

Lighting

Interior lighting for the building is typically recessed, pendant and surface mounted fluorescent fixtures 1x4, 2x2 or 2x4 lenses retrofitted with T8 lamps, electronic ballast and parabolic and acrylic lenses. The first, second and third floor corridors have surface mounted fixtures with fluorescent and exposed incandescent lamps. There is a moderate use of recessed, high hat, incandescent and compact fluorescents lamps throughout the building. The building service spaces including electric/telecommunications closets, janitor closets, and mechanical spaces use industrial type fixtures retrofitted with T8 lamps and electronic ballasts. Exterior lighting is provided by decorative pendant, wall and surface mounted fixtures as well as canopy units installed in cover area such as the loading dock.

Fire Alarm

The building is equipped with a Simplex addressable fire alarm system located in the B2 level. The system monitors smoke detectors, heat detectors, bells and pull stations. Elevator recall is interconnected with the system. The fire alarm system is connected to the campus firehouse and central station facility in Building Q through the sites underground distribution system.

Telephone/Data

The building telecommunications service entrance backbone is located in the equipment frame room on the B2 level. From this frame room, the backbone extends to the telecommunication/data closets vertically stacked above each other on each floor. From those consolidation points, the horizontal pathways are routed via ceiling cables to cut-down blocks in telephone closets, and to the individual desktops and work areas. Different user groups maintain individual computer LAN networks.



Asset Overview Report

By Asset Name

Security System

The building is equipped with a card access security system that controls access to the building entrances and parking garages. The system is interconnected with the campus security fiber backbone and monitored at the security desk and central station facility in Building Q.

Lightning Protection System

The building has a lightning protection system with air terminals on the roof.

System Description

System Name	Description
A - Substructure-Foundation Wall and Footings 12-Ft per Basement Level	The building contains three below grade basement levels comprised of foundation walls with a 12-Ft. height per level with the lower level including strip and spread footings and damp proofing. Also Included are the underdrains.
A - Substructure-Structural Slab on Grade - Light Industrial	The lower basement level B3 is a partial basement level approximately 1/3rd the overall footprint of the building and includes a concrete slab on grade as the floor structure. The B2 basement level is a full basement level with approximately 2/3rds of the floor structure being a concrete slab on grade.
B10 - Superstructure-Multi-Story - Concrete	The superstructure consists of multi-story reinforced concrete post and beam construction.
B10 - Superstructure-Single-Story - Steel Framed Roof Structure	The superstructure includes a roof structure comprised of an unprotected steel truss and column system with wood sheathing protected with a slate roof system.
B1015 - Exterior Stairs and Fire Escapes-Exterior Stairs - Concrete	There is a below-grade, cast in place concrete exterior staircase located on the south elevation of the building that provides a second means of egress from B3 floor level.
B2010 - Exterior Walls-Brick Cavity Walls - CMU Backup	The exterior wall construction is of brick cavity walls with CMU backup.
B2020 - Exterior Windows-Exterior Wood Windows - Double Hung Sash	The windows are comprised of double hung wood framed units with non-insulating glass and exterior aluminum framed storm windows.
B2030 - Exterior Doors-Exterior Door Assembly - 3 x 7 Wood	Exterior doors include 3 x 7 solid core wood doors set in wood frames, equipped with knob access and panic egress hardware. Includes painted door and painted frame.
B2030 - Exterior Doors-Exterior Door Assembly - 6 x 7 Wood	Exterior doors include pairs of 3 x 7 solid core wood doors set in wood frames, equipped with knob access and panic egress hardware. Includes painted door and painted frame.
B30 - Roofing-Built-Up Roofing - Aggregate	The roof covering on the loading dock canopy is a built-up roofing system with light colored ballast over roof deck insulation.
B30 - Roofing-Modified Bitumen	The roof covering on the elevator penthouse is comprised of a modified bitumen system with a light colored cap-sheet over roof deck insulation.
B30 - Roofing-Slate Tile Roofing	The roof covering consists of slate tile roof system over wood sheathing.



Asset Overview Report

By Asset Name

System Name	Description
C10 - Interior Construction-Restroom - Finishes - Gang	The building contains a Men's and a Women's restroom facility on basement levels B1 and B2 as well as on the First Floor through the Third Floor. Restrooms include accessories, wall finishes, floor finishes, ceiling finishes, exhaust, lighting fixtures and receptacles and are handicap compliant.
C10 - Interior Construction-Restroom - Finishes - Single	Fire alarm systems and plumbing fixtures included as separate Systems. The building contains a single Men's and a single Women's restroom facility on the Fourth Floor. Restrooms include accessories, wall finishes, floor finishes, ceiling finishes, exhaust, lighting fixtures and receptacles and are handicap compliant.
C1010 - Partitions-CMU Block Walls - Plain	Fire alarm systems and plumbing fixtures included as separate Systems. Interior walls throughout the three sub-basement levels as well as the interior stairwell and utility room construction are comprised of 8-in. hollow concrete block, light and regular weight.
C1010 - Partitions-Demountable Partitions - Fabric Faced	The majority of the office areas throughout the building interior include a demountable fabric-faced partition.
C1010 - Partitions-Gypsum Wallboard (GWB) - 2HR Rated Walls	The building interior includes GWB, 2-hour rated partitions.
C1010 - Partitions-Plaster Walls - 3 Coat	The building interior walls include a three-coat gypsum plaster wall surface on metal ribbed lath on metal or wood studs.
C1020 - Interior Doors-Interior Swinging Doors - 3 x 7 HM - Non-Rated	Various interior doors at the basement level and attic level Mechanical, Electrical and Utility rooms include non-rated 3 x 7 hollow metal door panels set in metal frame with hinges, locksets and closers. Includes painted door and painted frame.
C1020 - Interior Doors-Interior Swinging Doors - 3 x 7 Wd - NR	Interior doors include the original solid wood, raised panel door set in a painted wood frame with various doors containing an upper vision glass panel. Various wood panel doors are set in painted metal frames. The majority of the doors throughout the building are a non-fire rated assembly and equipped with knob type hardware.
C1020 - Interior Doors-Interior Swinging Doors - 6 x 7 Wd - NR	Interior doors include the original pairs of 3' by 7' solid wood, raised panel door set in a painted wood frame with various doors containing an upper vision glass panel. Various wood panel doors are set in painted metal frames. The majority of these doors throughout the building are a non-fire rated assembly and equipped with knob type hardware.
C1020 - Interior Doors-Interior Swinging Doors - Pair - 6 x 7 HM - Non-Rated	Various interior doors at the basement level and attic level Mechanical, Electrical and Utility rooms include pairs of non-rated 3 x 7 hollow metal door panels set in metal frames with hinges, locksets and closers. Includes painted doors and painted frame.
C1035 - Identifying Devices-Identifying Devices - Room Signage (Numbering and Identification)	The building interior fittings include variations of wall mounted room identifications and numbering. Majority of signage and graphic symbol signs are adhesive-backed with and without Braille.
C20 - Stairs-Stairs - Average	Stairwells are comprised of cast in place concrete stairs on B1 through B3 basement levels with concrete filled steel frame stair assemblies from the B1 level to the upper Fourth Floor. Stairs contain painted metal guardrails and balusters with wooden top handrails.
C3010 - Wall Finishes-Wall Finishes - Painted	The interior stairs include 12 risers per flight with landing and 2 flights per story. Approximately 28 LF of center rail plus 28 feet of wall rail per flight included in cost estimate. Interior wall finishes include standard paint finish.



Asset Overview Report

By Asset Name

System Name	Description
C3020 - Floor Finishes-Carpeting - Broadloom	Floor finishes throughout the building include a medium range broadloom type carpet with associated vinyl or rubber base.
C3020 - Floor Finishes-Carpeting - Carpet Tile	Floor finishes throughout the building include a standard range carpet tile (18 x 18 or 24 x 24 modules) with associated vinyl or rubber base.
C3020 - Floor Finishes-Quarry Tile	Floor finishes throughout the Third Floor Kitchen and Serving areas include a mudset quarry or ceramic type floor tile with associated cove base.
C3020 - Floor Finishes-Terrazzo - Cast-in-Place	The floor finish throughout the corridors of the First, Second and Third Floors include a cast-in-place terrazzo finish with related base.
Note:	
Terrazzo finish was refurbished in or around 1996 as part of an interior renovation project.	
C3020 - Floor Finishes-Vinyl - VCT	Floor finishes throughout the building include a standard vinyl composition floor tile (VCT) with associated vinyl or rubber base.
C3020 - Floor Finishes-Wood Flooring - Oak	Floor finishes on the First Floor include oak strip flooring, finished with associated finished wood base.
C3030 - Ceiling Finishes-ACT System - 12-Inch Tile on Concealed Spline	Ceiling finishes in the majority of the central corridors and various office and support areas include an acoustical ceiling tile (12-inch by 12-inch) on a concealed metal track or grid system.
C3030 - Ceiling Finishes-ACT System - Acoustical Lay-In Tile Suspended Grid	Ceiling finishes include a standard 2-foot by 2-foot or 4-foot lay-in acoustical tile set in a 15/16 or 9/16-inch suspended metal grid.
C3030 - Ceiling Finishes-Plaster - Painted	Various common areas throughout the building contain a refurbished, three-coat plaster ceiling system on metal lath or suspended channels. Surfaces include a painted finish.
C3030 - Ceiling Finishes-Wood Ceiling - Stained and Finished	Areas include stairwells, main entrance lobby and elevator lobby/corridor.
D1010 - Elevators and Lifts-Traction Geared Freight Elev - Low-Rise	The ceiling finish and associated woodwork in the Third Floor Dining area includes a stained and natural finished wood strip ceiling and wainscot surfaces.
D1010 - Elevators and Lifts-Traction Geared Passenger Elev - Low-Rise Cab 1	The conveying equipment includes a low-rise traction geared freight elevator, for 6 stories.
D1010 - Elevators and Lifts-Traction Geared Passenger Elev - Low-Rise Cab 2	The conveying equipment includes low-rise electric traction geared passenger elevator for 4 stories.
D1013 - Lifts-Dock Leveler	The conveying equipment includes low-rise electric traction geared passenger elevator for 4 stories.
D2010 - Plumbing Fixtures-Custodial/Utility Sinks	The rear loading dock includes a hydraulic dock leveler system.
D2010 - Plumbing Fixtures-Restroom Fixtures - New	The plumbing fixtures include custodial/utility sinks located in separate janitorial closets.
D2010 - Plumbing Fixtures-Restroom Fixtures -	The restroom fixtures include vitreous china urinals and water closets and vitreous china or molded lavatories. These fixtures are on the B3, B1 and 1st to 3rd floors.
D2010 - Plumbing Fixtures-Restroom Fixtures -	The restroom fixtures include vitreous china urinals and water closets and vitreous china or molded lavatories. The fixtures use standard flow valves.



Asset Overview Report

By Asset Name

System Name	Description
Older	
D2010 - Plumbing Fixtures-Water Coolers - Floor-Mount	Plumbing fixtures include floor-mounted water coolers on the basement levels. The coolers are beyond their original rated lifecycle but are still operational.
D2010 - Plumbing Fixtures-Water Coolers - Wall-Mount Dual-Height	Plumbing fixtures include dual-height water coolers on the B1 and upper levels of the building.
D2020 - Domestic Water Distribution-Water Dist Complete	The building domestic water distribution system includes a four inch main line, rpz backflow preventer, with rough ins included. This system does not include a water heater.
D2020 - Domestic Water Distribution-Water Heater - Steam	The domestic hot water is provided by a steam-heated, semi-instantaneous commercial water heater, with storage tank and circulation pump. The system is beyond the end of its rated lifecycle but is still operational.
D2030 - Sanitary Waste-Sanitary Waste - Gravity Discharge	The building includes an extensive sanitary waste system, of cast iron piping, with gravity discharge to the municipal system.
D2090 - Other Plumbing Systems-Air Compressor - Control Air	The mechanical systems includes an air compressor with refrigerated air dryer for the control air system.
D3040 - Distribution Systems-Central AHU - CAV w/Distribution - Dining Area	The HVAC system for the Dining Area has central air handling unit with hot and cold decks, dual duct distribution, CAV mixing boxes, diffusers, and return air plenum. The system is approaching the end of its rated lifecycle but is still operating satisfactorily.
D3040 - Distribution Systems-Central AHU - CAV w/Distribution - Level B1	The HVAC system for the B1 level has central air handling unit with hot and cold decks, dual duct distribution, CAV mixing boxes, diffusers, and return air plenum. The system is approaching the end of its rated lifecycle but is still operating satisfactorily.
D3040 - Distribution Systems-Central AHU - CAV w/Distribution - Level B2	The HVAC system for the B2 level has central air handling unit with hot and cold decks, dual duct distribution, CAV mixing boxes, diffusers, and return air plenum. The system is approaching the end of its rated lifecycle but is still operating satisfactorily.
D3040 - Distribution Systems-Central AHU - CAV w/Distribution - Level B3	The HVAC system for the B3 level has central air handling unit with hot and cold decks, dual duct distribution, CAV mixing boxes, diffusers, and return air plenum. The system is approaching the end of its rated lifecycle but is still operating satisfactorily.
D3040 - Distribution Systems-Central AHU - CAV w/Distribution - Main AHU	The HVAC system for the 1st through 3rd floors has central air handling unit with hot and cold decks, dual duct distribution, CAV mixing boxes, diffusers, and return air plenum. The system is approaching the end of its rated lifecycle but is still operating satisfactorily.
D3040 - Distribution Systems-Central AHU - CAV w/Distribution - S8 Kitchen	The HVAC system for the kitchen has central air handling unit with hot and cold decks, dual duct distribution, CAV mixing boxes, diffusers, and return air plenum. The system is approaching the end of its rated lifecycle but is still operating satisfactorily.
D3040 - Distribution Systems-Central AHU - CAV w/Distribution - SF3 Wilson Hall	The HVAC system for Wilson Hall has central air handling unit with hot and cold decks, dual duct distribution, CAV mixing boxes, diffusers, and return air plenum. The system is approaching the end of its rated lifecycle but is still operating satisfactorily.
D3040 - Distribution Systems-Exhaust System - Kitchen - Commercial	The ventilation system includes a kitchen exhaust system, with welded duct and insulation. The system is approaching the end of its rated lifecycle but appears to be well-maintained and is fully functional.
D3040 - Distribution Systems-Exhaust System - Restroom w/Roof Fan	HVAC ventilation system includes roof-mounted restroom exhaust fans with ducting. The system is beyond its original lifecycle but is still operational.



Asset Overview Report

By Asset Name

System Name	Description
D3040 - Distribution Systems-Heat Exchanger - Steam/HW - Shell and Tube	The HVAC system includes a steam to HW shell and tube heat exchanger for the heating system. The system is beyond its rated lifecycle but is still operational.
D3040 - Distribution Systems-Steam Piping and Condensate Return	The HVAC system includes steam heat distribution piping. This piping system includes a simplex condensate return.
D3060 - Controls and Instrumentation-DDC/Pneumatic System - Hybrid	HVAC controls include a DDC system for system optimization, basic pc control, moderate sensor types and quantities. System includes pneumatic activation of control valves and dampers.
D40 - Fire Protection-Fire Extinguishers - Dry Chem	Handheld type dry chemical fire extinguishers are located throughout the building.
D40 - Fire Protection-Kitchen Hood Suppression	System includes a R-102 chemical fire suppression system for a typical commercial kitchen. Fire suppression includes fusible links, manual pull stations, 3 gallon tanks, nozzles, and control panels. Hood not included.
D40 - Fire Protection-Wet Sprinkler System - Ordinary Hazard wo/Pump	The fire protection systems include an ordinary hazard wet fire sprinkler system with backflow protection and standpipes, but no fire pump.
D5011 - High Tension Service and Dist.-Main Electrical Service - 600A 15kV - FDR 14	The building contains a 15kV, 600A, main electrical service, which includes incoming feeders, 15kV switch, metering, and associated equipment necessary to support a transformer and main switch.
D5011 - High Tension Service and Dist.-Main Electrical Service - 600A 15kV - FDR 20	The building contains a 15kV, 600A, main electrical service, which includes incoming feeders, 15kV switch, metering, and associated equipment necessary to support a transformer and main switch.
D5012 - Low Tension Service and Dist.-Distribution Equipment, Panelboards, and Feeders 10 - 1600A 208Y/120V	The electrical distribution system for this building includes an average concentration of panelboards, feeders, and associated equipment.
D5012 - Low Tension Service and Dist.-Main Electrical Service 10 - 1600A 208Y/120V	The building includes a typical electrical service, which includes incoming feeders, main panel, and metering.
D5020 - Lighting and Branch Wiring-Lighting - Exterior - Antique Wall Packs	Exterior lighting consists of vintage wall mounted units. The units provide lighting at the discharge exits and have been retrofitted with CFL lamps.
D5020 - Lighting and Branch Wiring-Lighting - Exterior - MH Wall Packs	Exterior lighting consists of MH wall pack units. The units provide lighting at the main entry stairs.
D5021 - Branch Wiring Devices-Branch Wiring - Equipment & Devices - Average Density	Branch wiring for this building includes an average concentration of interior and exterior branch wiring, devices, and utilization equipment.
D5022 - Lighting Equipment-Lighting Fixtures - Average Density	The building includes a average density lighting system. Lighting system includes lighting fixtures, lamps, conduit and wire.
	The fixtures have been retrofitted with modern lamps and ballasts (T8 lamps/electronic ballasts).
	Battery ballasts were installed in approximately 20% of the fixtures to provide emergency lighting.
D5033 - Telephone Systems-Telephone System -	The building includes an average density telephone system.



Asset Overview Report

By Asset Name

System Name	Description
Average Density	
D5037 - Fire Alarm Systems-Fire Alarm System - Average Density	This building includes an average density fire alarm system. The fire alarm system includes: head end equipment, pull stations at all exit doors, audio/visual strobes, visual strobes, smokes in some rooms, conduit, wire and connections.
D5038 - Security and Detection Systems-Security System - CCTV	The building includes a typical CCTV security system. The system monitors points of egress. The CCTV security system includes as a minimum: video recorder, monitoring station, cameras, conduit, and cabling.
D5038 - Security and Detection Systems-Security System - Card Access System	The building includes a typical card access security system. The security system includes as a minimum: control panels, card swipe pads, conduit, and cabling.
D5039 - Local Area Networks-LAN System - Average Density	Building includes an average density local area network system.
D5091 - Grounding Systems-Lightning Protection System - Bldg Over 75'	The building includes a typical lightning protection system. The lightning protection system includes as a minimum: air terminals, equipment connections, down conductors, ground terminals, and cabling.
D5092 - Emergency Light and Power Systems-Emergency Battery Pack Lights	The emergency lighting system includes self-contained battery packs and lights. Approximately 25% of the facility is served by the units.
D5092 - Emergency Light and Power Systems-Exit Signs - Average Density	The emergency lighting system includes the installation of Exit signs on an average density level. Installation includes: single and double sided Exit signs, conduit, wire, boxes, conduit bends, connections and circuit breakers.
E - Equipment and Furnishings-Food Service Counter - High End	Furnishings include deluxe, stainless steel, quality food service counters, straight and curved, with linear tray racks.

Asset Replacement Value Based on System Costs with Overheads

Uniformat	System Name	Lifetime (Years)	% Renew	Year Installed	Next Renewal Year	Renewal Cost	Replacement Cost
A - Substructure	Foundation Wall and Footings 12-Ft per Basement Level	75	6	1943	2039	66,553	1,064,845
A - Substructure	Structural Slab on Grade - Light Industrial	75	6	1943	2039	29,580	473,277
B10 - Superstructure	Multi-Story - Concrete	75	6	1943	2039	242,339	3,877,427
B10 - Superstructure	Single-Story - Steel Framed Roof Structure	75	6	1943	2039	11,944	191,100



Asset Overview Report

By Asset Name

Uniformat	System Name	Lifetime (Years)	% Renew	Year Installed	Next Renewal Year	Renewal Cost	Replacement Cost
B1015 - Exterior Stairs and Fire Escapes	Exterior Stairs - Concrete	50	125	1943	2039	11,498	9,199
B2010 - Exterior Walls	Brick Cavity Walls - CMU Backup	75	12	1943	2039	121,879	975,033
B2020 - Exterior Windows	Exterior Wood Windows - Double Hung Sash	30	125	1985	2024	321,181	280,846
B2030 - Exterior Doors	Exterior Door Assembly - 3 x 7 Wood	30	125	1985	2024	11,806	9,445
B2030 - Exterior Doors	Exterior Door Assembly - 6 x 7 Wood	30	125	1985	2024	36,218	28,974
B30 - Roofing	Slate Tile Roofing	75	125	1943	2025	413,740	330,992
B30 - Roofing	Built-Up Roofing - Aggregate	20	125	2010	2030	22,991	18,393
B30 - Roofing	Modified Bitumen	20	125	2010	2030	4,784	3,827
C10 - Interior Construction	Restroom - Finishes - Gang	30	125	2012	2042	358,550	286,840
C10 - Interior Construction	Restroom - Finishes - Single	30	125	1965	2022	42,474	15,293
C1010 - Partitions	Gypsum Wallboard (GWB) - 2HR Rated Walls	50	62	2001	2051	635,076	1,016,122
C1010 - Partitions	CMU Block Walls - Plain	50	62	1943	2039	175,257	280,410
C1010 - Partitions	Plaster Walls - 3 Coat	50	62	2001	2051	1,633,510	2,613,616
C1010 - Partitions	Demountable Partitions - Fabric Faced	20	125	2005	2029	2,706,180	2,164,944
C1020 - Interior Doors	Interior Swinging Doors - 6 x 7 Wd - NR	50	125	1943	2022	132,028	105,622
C1020 - Interior Doors	Interior Swinging Doors - 3 x 7 Wd - NR	50	125	1943	2022	967,451	773,961
C1020 - Interior Doors	Interior Swinging Doors - 3 x 7 HM - Non-Rated	50	125	1985	2035	38,896	31,117
C1020 - Interior Doors	Interior Swinging Doors - Pair - 6 x 7 HM - Non-Rated	50	125	1985	2035	49,706	39,765
C1035 - Identifying Devices	Identifying Devices - Room Signage (Numbering and Identification)	10	125	2001	2022	55,231	44,185
C20 - Stairs	Stairs - Average	75	38	1943	2039	158,814	423,505



Asset Overview Report

By Asset Name

Uniformat	System Name	Lifetime (Years)	% Renew	Year Installed	Next Renewal Year	Renewal Cost	Replacement Cost
C3010 - Wall Finishes	Wall Finishes - Painted	10	125	2009	2025	287,570	129,213
C3020 - Floor Finishes	Wood Flooring - Oak	25	125	2013	2038	21,445	17,156
C3020 - Floor Finishes	Vinyl - VCT	10	125	2005	2022	89,677	28,916
C3020 - Floor Finishes	Terrazzo - Cast-In-Place	50	125	1943	2039	161,768	129,415
C3020 - Floor Finishes	Carpeting - Broadloom	10	125	2005	2023	197,075	73,954
C3020 - Floor Finishes	Carpeting - Carpet Tile	10	125	2012	2024	284,448	211,558
C3020 - Floor Finishes	Quarry Tile	25	125	2001	2034	61,298	49,038
C3030 - Ceiling Finishes	Plaster - Painted	30	125	2009	2039	58,649	45,319
C3030 - Ceiling Finishes	ACT System - Acoustical Lay-In Tile Suspended Grid	20	125	2005	2029	470,847	376,678
C3030 - Ceiling Finishes	ACT System - 12-inch Tile on Concealed Spline	20	125	1985	2022	78,826	53,489
C3030 - Ceiling Finishes	Wood Ceiling - Stained and Finished	30	125	2001	2031	5,748	4,598
D1010 - Elevators and Lifts	Traction Geared Passenger Elev - Low-Rise Cab 1	35	125	1987	2029	255,269	204,215
D1010 - Elevators and Lifts	Traction Geared Passenger Elev - Low-Rise Cab 2	35	125	1987	2029	255,269	204,215
D1010 - Elevators and Lifts	Traction Geared Freight Elev - Low-Rise	35	125	2013	2048	431,209	344,967
D1013 - Lifts	Dock Leveler	25	105	2007	2032	10,279	9,790
D2010 - Plumbing Fixtures	Water Coolers - Floor-Mount	20	125	1985	2024	13,751	11,000
D2010 - Plumbing Fixtures	Restroom Fixtures - New	30	125	2013	2043	184,084	147,268
D2010 - Plumbing Fixtures	Custodial/Utility Sinks	30	125	1990	2029	37,559	30,047
D2010 - Plumbing Fixtures	Restroom Fixtures - Older	30	125	1990	2025	66,033	52,826
D2010 - Plumbing Fixtures	Water Coolers - Wall-Mount Dual-Height	20	125	2003	2029	31,283	25,026



Asset Overview Report

By Asset Name

Unformat	System Name	Lifetime (Years)	% Renew	Year Installed	Next Renewal Year	Renewal Cost	Replacement Cost
D2020 - Domestic Water Distribution	Water Heater - Steam	15	125	1990	2024	384,721	307,777
D2020 - Domestic Water Distribution	Water Dist Complete	30	112	1990	2028	479,257	426,007
D2030 - Sanitary Waste	Sanitary Waste - Gravity Discharge	50	125	1990	2040	1,075,910	860,728
D2090 - Other Plumbing Systems	Air Compressor - Control Air	20	105	2012	2032	6,000	5,714
D3040 - Distribution Systems	Central AHU - CAV w/Distribution - SF3 Wilson Hall	25	125	1990	2024	294,327	175,184
D3040 - Distribution Systems	Central AHU - CAV w/Distribution - Level B3	25	125	1990	2024	309,793	192,898
D3040 - Distribution Systems	Central AHU - CAV w/Distribution - S8 Kitchen	25	125	1990	2024	69,773	42,422
D3040 - Distribution Systems	Central AHU - CAV w/Distribution - Main AHU	25	125	1990	2024	1,789,028	1,152,488
D3040 - Distribution Systems	Heat Exchanger - Steam/HW - Shell and Tube	20	125	1990	2024	337,479	269,983
D3040 - Distribution Systems	Central AHU - CAV w/Distribution - Level B1	25	125	1990	2024	616,477	369,251
D3040 - Distribution Systems	Central AHU - CAV w/Distribution - Level B2	25	125	1990	2024	642,818	429,389
D3040 - Distribution Systems	Steam Piping and Condensate Return	30	125	1990	2029	334,467	267,573
D3040 - Distribution Systems	Exhaust System - Kitchen - Commercial	15	125	2003	2024	33,499	26,799
D3040 - Distribution Systems	Central AHU - CAV w/Distribution - Dining Area	25	125	1990	2024	149,658	94,400
D3040 - Distribution Systems	Exhaust System - Restroom w/Roof Fan	20	125	1990	2024	71,560	57,248
D3060 - Controls and Instrumentation	DDC/Pneumatic System - Hybrid	25	125	2001	2026	841,140	672,912
D40 - Fire Protection	Kitchen Hood Suppression	20	125	2003	2031	12,403	9,922
D40 - Fire Protection	Wet Sprinkler System - Ordinary Hazard w/Pump	35	125	2014	2049	1,188,981	951,184
D40 - Fire Protection	Fire Extinguishers - Dry Chem	30	105	2013	2043	2,718	2,588



Asset Overview Report

By Asset Name

Uniformat	System Name	Lifetime (Years)	% Renew	Year Installed	Next Renewal Year	Renewal Cost	Replacement Cost
D5011 - High Tension Service and Dist.	Main Electrical Service - 600A 15kV - FDR 20	30	125	1965	2021	183,466	146,773
D5011 - High Tension Service and Dist.	Main Electrical Service - 600A 15kV - FDR 14	30	125	1965	2022	183,466	146,773
D5012 - Low Tension Service and Dist.	Main Electrical Service 10 - 1600A 208Y/120V	30	125	1993	2029	212,502	170,002
D5012 - Low Tension Service and Dist.	Distribution Equipment, Panelboards, and Feeders 10 - 1600A 208Y/120V	30	125	1993	2029	1,022,323	817,858
D5020 - Lighting and Branch Wiring	Lighting - Exterior - Antique Wall Packs	20	125	2006	2026	4,738	3,791
D5020 - Lighting and Branch Wiring	Lighting - Exterior - MH Wall Packs	20	125	2006	2026	4,738	3,791
D5021 - Branch Wiring Devices	Branch Wiring - Equipment & Devices - Average Density	30	125	1993	2029	389,954	311,963
D5022 - Lighting Equipment	Lighting Fixtures - Average Density	20	125	2013	2033	670,698	536,558
D5033 - Telephone Systems	Telephone System - Average Density	10	106	2012	2029	447,635	421,304
D5037 - Fire Alarm Systems	Fire Alarm System - Average Density	10	125	2013	2029	635,096	508,077
D5038 - Security and Detection Systems	Security System - CCTV	10	125	2012	2029	26,729	21,383
D5038 - Security and Detection Systems	Security System - Card Access System	10	125	2012	2029	33,387	26,709
D5039 - Local Area Networks	LAN System - Average Density	15	106	2012	2027	544,099	512,093
D5091 - Grounding Systems	Lightning Protection System - Bldg Over 75'	30	125	1993	2029	36,815	29,452
D5092 - Emergency Light and Power Systems	Emergency Battery Pack Lights	10	125	1993	2022	29,709	23,767
D5092 - Emergency Light and Power Systems	Exit Signs - Average Density	10	125	1993	2022	92,423	73,938
E - Equipment and Furnishings	Food Service Counter - High End	25	125	2001	2034	1,021,632	817,306
	Subtotal						28,073,432



Asset Overview Report

By Asset Name

Overhead:	0
Subtotal	0

Total Replacement Value Based on System Costs with Overheads 28,073,432

VFA

Requirements Crosstab Report



Requirements Crosstab Report

by System Group and Priority

Region:

DEMO_Healthcare

Campus:

Main Campus

Asset:

Main Hospital - Cancer Center-A

Reporting Currency : USD

Prime System : B2011 - Exterior Wall Construction, B2016 - Exterior Soffits, B2020 - Exterior Windows, B2030 - Exterior Doors, C10 - Interior Construction, C1010 - Partitions, C1011 - Fixed Partitions, C1015 - Site Built Compartments Cubicles, C1020 - Interior Doors, C1021 - Interior Doors, C1035 - Identifying Devices, C20 - Stairs, C2010 - Stair Construction, C3020 - Floor Finishes, C3030 - Ceiling Finishes, D - Services, D2010 - Plumbing Fixtures, D2020 - Domestic Water Distribution, D2031 - Waste Piping, D3040 - Distribution Systems, D3041 - Air Distribution Systems, D3045 - Chilled Water Distribution, D5011 - High Tension Service and Dist., D5012 - Low Tension Service and Dist., D5021 - Branch Wiring Devices, D5091 - Grounding Systems, D5092 - Emergency Light and Power Systems, F2020 - Hazardous Components Abatement

Requirement Priority : 1- Currently Critical, 2- Potentially Critical, 3- Necessary - Not Yet Critical, Not Time Critical

Requirement Category : Accessibility, Air and Water Quality, Beyond Useful Life, Code Compliance, Energy, Environmental, Functionality, Integrity, Life Safety, Miscellaneous

Requirements Included: - ALL -



Requirements Crosstab Report

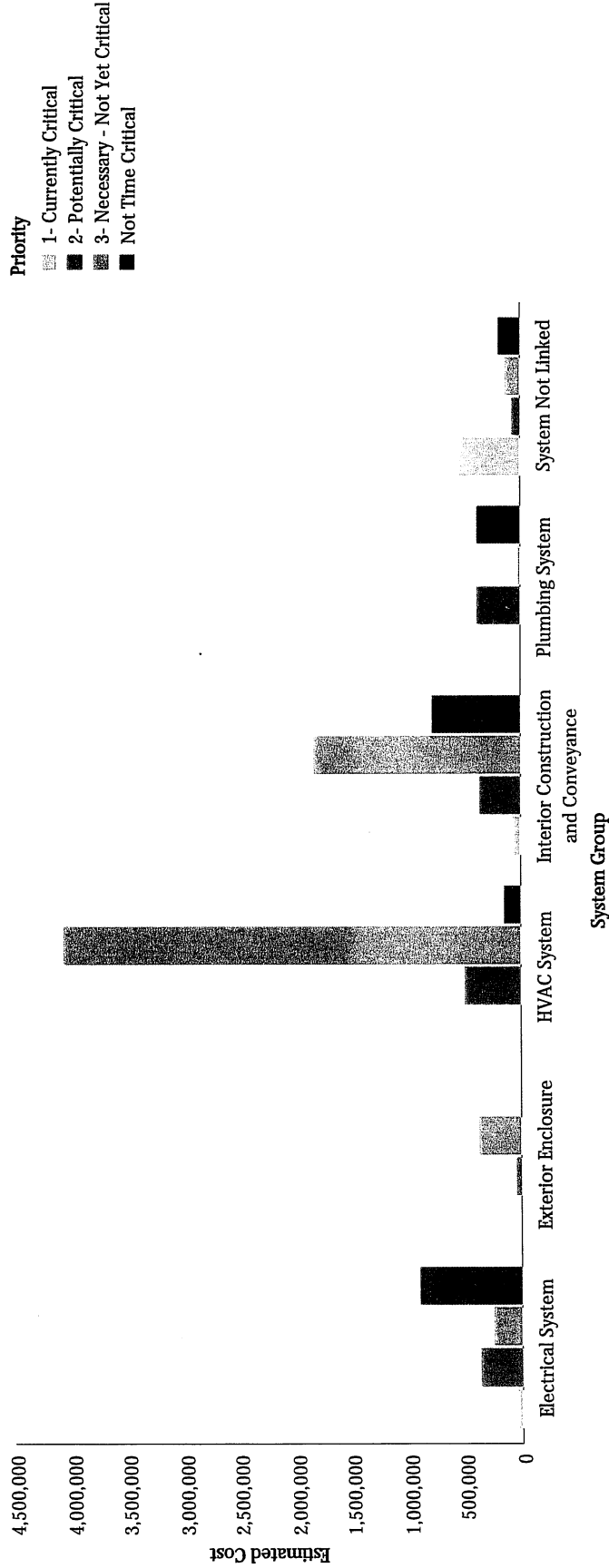
by System Group and Priority

System Group and Priority	1- Currently Critical	2- Potentially Critical	3- Necessary - Not Yet Critical	Not Time Critical	Total
Electrical System	47,824	366,932	243,145	904,426	1,562,327
Exterior Enclosure	0	43,512	369,205	0	412,717
HVAC System	0	494,009	4,057,397	145,945	4,697,351
Interior Construction and Conveyance	64,736	360,836	1,827,210	783,093	3,035,875
Plumbing System	0	384,721	13,751	385,550	784,022
System Not Linked	547,829	71,498	124,609	194,522	938,458
Total	660,389	1,721,508	6,635,317	2,413,536	11,430,750



Requirements Crosstab Report

by System Group and Priority



Notes:

- If "Requirements Included" is All, then costs shown reflect all existing Requirements that are not closed. If "Requirements Included" is Only Requirements contributing to FCI, then costs shown reflect those of Requirements that are not closed, which have a Category included in the FCI Settings, and which have a Requirement Action Date within the timeframe indicated by "Years Included" in the FCI Settings.
- Requirements with Action Dates prior to the current date are included in the costs shown.



Requirement List Report

By Priority



Requirement List Report

By Priority

Region Name: DEMO_Healthcare

Campus Name: Main Campus

Asset Name: Main Hospital - Cancer Center-A

Reporting Currency : USD

Prime System : All

Requirement Priority : All

Requirement Category : All

Requirements Included: All

Priority	Requirement Name	Requirement Category	Prime System	System Group	Action Year	Action Date	Finish Date	Status	Linked System	Requirement Cost
1- Currently Critical	Duct Insulation (Corrugated) - Suspected ACM	Environmental	F2020 - Hazardous Components Abatement	System Not Linked	2020	Aug 26, 2020		Open		346,487
1- Currently Critical	Duct Insulation - Suspected ACM	Environmental	F2020 - Hazardous Components Abatement	System Not Linked	2020	Aug 26, 2020		Open		26,199
1- Currently Critical	Emergency Lighting - Egress Lighting Non-Compliant (Batteries)	Life Safety	D5092 - Emergency Light and Power Systems	Electrical System	2020	Aug 26, 2020		Open	Emergency Battery Pack Lights	47,824



Requirement List Report

By Priority

Priority	Requirement Name	Requirement Category	Prime System	System Group	Action Year	Action Date	Finish Date	Status	Linked System	Requirement Cost
1- Currently Critical	Means of Egress - Obstructions in Egress Path	Life Safety	C20 - Stairs	Interior Construction and Conveyance	2020	Aug 26, 2020		Open	Stairs - Average	568
1- Currently Critical	Means of Egress - Obstructions in Stairwells (Usable Space)	Life Safety	C20 - Stairs	Interior Construction and Conveyance	2020	Aug 26, 2020		Open	Stairs - Average	44,244
1- Currently Critical	Partitions - Penetrations Unprotected in Fire Barrier Construction	Code Compliance	C1010 - Partitions	Interior Construction and Conveyance	2020	Aug 26, 2020		Open	Gypsum Wallboard (GWB) - 2HR Rated Walls	14,684
1- Currently Critical	Partitions - Plaster Walls - Suspected ACM	Environmental	C1011 - Fixed Partitions	Interior Construction and Conveyance	2020	Aug 26, 2020		Open	Plaster Walls - 3 Coat	5,240
1- Currently Critical	Pipe Insulation - Suspected ACM	Environmental	F2020 - Hazardous Components Abatement	System Not Linked	2020	Aug 26, 2020		Open		60,095
1- Currently Critical	Textured Ceiling - Suspected ACM	Environmental	F2020 - Hazardous Components Abatement	System Not Linked	2020	Aug 26, 2020		Open		115,048
1- Currently Critical										660,389
2- Potentially Critical	Distribution Systems - HVAC Integrity	Integrity	D3041 - Air Distribution Systems	HVAC System	2021	Aug 26, 2021		Open	Central AHU - CAV w/Distribution - Main AHU	156,530



Requirement List Report

By Priority

Priority	Requirement Name	Requirement Category	Prime System	System Group	Action Year	Action Date	Finish Date	Status	Linked System	Requirement Cost
2-Potentially Critical	Distribution Systems - HVAC System Dirty	Air and Water Quality		System Not Linked	2021	Aug 26, 2021		Open		71,498
2-Potentially Critical	Exterior Trim - Worn and Peeling Paint on Decorative Railings, Soffits and Columns	Integrity	B2016 - Exterior Soffits	Exterior Enclosure	2021	Aug 26, 2021		Open	Brick Cavity Walls - CMU Backup	32,770
2-Potentially Critical	Heat Exchanger - Steam/HW - Shell and Tube Renewal	Beyond Useful Life	D3040 - Distribution Systems	HVAC System	2024	Aug 26, 2024		Open	Heat Exchanger - Steam/HW - Shell and Tube	337,479
2-Potentially Critical	Interior Doors - Fire Rated Assemblies and Labels Lacking	Code Compliance	C1021 - Interior Doors	Interior Construction and Conveyance	2021	Aug 26, 2021		Open	Interior Swinging Doors - Pair - 6 x 7 HM - Non-Rated	139,340
2-Potentially Critical	Interior Doors - Non-Compliant Doors at Stairwells	Code Compliance	C1021 - Interior Doors	Interior Construction and Conveyance	2021	Aug 26, 2021		Open	Interior Swinging Doors - 3 x 7 Wd - NR	57,150
2-Potentially Critical	Landscaping - Trees and Vegetation Against Building	Miscellaneous	B2011 - Exterior Wall Construction	Exterior Enclosure	2021	Aug 26, 2021		Open	Brick Cavity Walls - CMU Backup	10,742
2-Potentially Critical	Main Electrical Service - 600A 15kV - FDR 14 Renewal Life	Beyond Useful Life	D5011 - High Tension Service and Dist.	Electrical System	2022	Aug 26, 2022		Open	Main Electrical Service - 600A 15kV - FDR 14	183,466



Requirement List Report By Priority

Priority	Requirement Name	Requirement Category	Prime System	System Group	Action Year	Action Date	Finish Date	Status	Linked System	Requirement Cost
2-Potentially Critical	Main Electrical Service - 600A 15kV - FDR 20 Renewal	Beyond Useful Life	D5011 - High Tension Service and Dist.	Electrical System	2021	Aug 26, 2021		Open	Main Electrical Service - 600A 15kV - FDR 20	183,466
2-Potentially Critical	Restroom - Gang - Antiquated and Deteriorated	Beyond Useful Life	C10 - Interior Construction	Interior Construction and Conveyance	2021	Aug 26, 2021		Open	Restroom - Finishes - Gang	164,346
2-Potentially Critical	Water Heater - Steam Renewal	Beyond Useful Life	D2020 - Domestic Water Distribution	Plumbing System	2024	Aug 26, 2024		Open	Water Heater - Steam	384,721
2-Potentially Critical										1,721,508
3-Necessary - Not Yet Critical	ACT System - 12-inch Tile on Concealed Spline Renewal	Beyond Useful Life	C3030 - Ceiling Finishes	Interior Construction and Conveyance	2022	Aug 26, 2022		Open	ACT System - 12-inch Tile on Concealed Spline	78,826
3-Necessary - Not Yet Critical	Carpeting - Broadloom Renewal	Beyond Useful Life	C3020 - Floor Finishes	Interior Construction and Conveyance	2023	Aug 26, 2023		Open	Carpeting - Broadloom	197,075
3-Necessary - Not Yet Critical	Carpeting - Carpet Tile Renewal	Beyond Useful Life	C3020 - Floor Finishes	Interior Construction and Conveyance	2024	Aug 30, 2024		Open	Carpeting - Carpet Tile	264,448



Requirement List Report By Priority

Priority	Requirement Name	Requirement Category	Prime System	System Group	Action Year	Action Date	Finish Date	Status	Linked System	Requirement Cost
3- Necessary - Not Yet Critical	Central AHU - CAV w/Distribution - Dining Area Renewal	Beyond Useful Life	D3040 - Distribution Systems	HVAC System	2024	Aug 30, 2024		Open	Central AHU - CAV w/Distribution - Dining Area	149,658
3- Necessary - Not Yet Critical	Central AHU - CAV w/Distribution - Level B1 Renewal	Beyond Useful Life	D3040 - Distribution Systems	HVAC System	2024	Aug 30, 2024		Open	Central AHU - CAV w/Distribution - Level B1	616,477
3- Necessary - Not Yet Critical	Central AHU - CAV w/Distribution - Level B2 Renewal	Beyond Useful Life	D3040 - Distribution Systems	HVAC System	2024	Aug 30, 2024		Open	Central AHU - CAV w/Distribution - Level B2	642,818
3- Necessary - Not Yet Critical	Central AHU - CAV w/Distribution - Level B3 Renewal	Beyond Useful Life	D3040 - Distribution Systems	HVAC System	2024	Aug 30, 2024		Open	Central AHU - CAV w/Distribution - Level B3	309,793
3- Necessary - Not Yet Critical	Central AHU - CAV w/Distribution - Main AHU Renewal	Beyond Useful Life	D3040 - Distribution Systems	HVAC System	2024	Aug 30, 2024		Open	Central AHU - CAV w/Distribution - Main AHU	1,789,028
3- Necessary - Not Yet Critical	Central AHU - CAV w/Distribution - S8 Kitchen Renewal	Beyond Useful Life	D3040 - Distribution Systems	HVAC System	2024	Aug 30, 2024		Open	Central AHU - CAV w/Distribution - S8 Kitchen	69,773



Requirement List Report By Priority

Priority	Requirement Name	Requirement Category	Prime System	System Group	Action Year	Action Date	Finish Date	Status	Linked System	Requirement Cost
3- Necessary - Not Yet Critical	Central AHU - CAV w/Distribution - SF3 Wilson Hall Renewal	Beyond Useful Life	D3040 - Distribution Systems	HVAC System	2024	Aug 30, 2024		Open	Central AHU - CAV w/Distribution - SF3 Wilson Hall	294,327
3- Necessary - Not Yet Critical	Distribution Systems - Dining Area AHU Inefficient	Energy	D3040 - Distribution Systems	HVAC System	2024	Aug 26, 2024		Open	Central AHU - CAV w/Distribution - Dining Area	10,151
3- Necessary - Not Yet Critical	Distribution Systems - Enhanced Steam Metering Not Installed	Energy	D3040 - Distribution Systems	HVAC System	2024	Aug 26, 2024		Open	Steam Piping and Condensate Return	14,502
3- Necessary - Not Yet Critical	Distribution Systems - Level B1 AHU Inefficient	Energy	D3040 - Distribution Systems	HVAC System	2024	Aug 26, 2024		Open	Central AHU - CAV w/Distribution - Level B1	10,151
3- Necessary - Not Yet Critical	Distribution Systems - Level B2 AHU Inefficient	Energy	D3040 - Distribution Systems	HVAC System	2024	Aug 26, 2024		Open	Central AHU - CAV w/Distribution - Level B2	7,165
3- Necessary - Not Yet Critical	Distribution Systems - Level B3 AHU's Inefficient	Energy	D3040 - Distribution Systems	HVAC System	2024	Aug 26, 2024		Open	Central AHU - CAV w/Distribution - Level B3	14,330



Requirement List Report By Priority

Priority	Requirement Name	Requirement Category	Prime System	System Group	Action Year	Action Date	Finish Date	Status	Linked System	Requirement Cost
3- Necessary - Not Yet Critical	Distribution Systems - Main Building AHU Inefficient	Energy	D3040 - Distribution Systems	HVAC System	2024	Aug 26, 2024		Open	Central AHU - CAV w/Distribution - Main AHU	10,151
3- Necessary - Not Yet Critical	Distribution Systems - Pipe Insulation Deteriorating / Missing	Integrity	D3045 - Chilled Water Distribution	HVAC System	2024	Aug 26, 2024		Open	Steam Piping and Condensate Return	6,849
3- Necessary - Not Yet Critical	Distribution Systems - SF-3 Inefficient	Energy	D3040 - Distribution Systems	HVAC System	2024	Aug 26, 2024		Open	Central AHU - CAV w/Distribution - SF3 Wilson Hall	7,165
3- Necessary - Not Yet Critical	Emergency Battery Pack Lights Renewal	Beyond Useful Life	D5092 - Emergency Light and Power Systems	Electrical System	2022	Aug 26, 2022		Open	Emergency Battery Pack Lights	29,709
3- Necessary - Not Yet Critical	Enhanced Metering - Electric Metering Not Installed	Energy	D5012 - Low Tension Service and Dist.	Electrical System	2024	Aug 26, 2024		Open	Main Electrical Service 10 - 1600A 208Y/120V	5,880
3- Necessary - Not Yet Critical	Enhanced Metering - Lighting Control Systems Not Installed	Energy	D5012 - Low Tension Service and Dist.	Electrical System	2024	Aug 26, 2024		Open	Distribution Equipment, Panelboards, and Feeders 10 - 1600A 208Y/120V	35,007



Requirement List Report By Priority

Priority	Requirement Name	Requirement Category	Prime System	System Group	Action Year	Action Date	Finish Date	Status	Linked System	Requirement Cost
3- Necessary - Not Yet Critical	Exhaust System - Kitchen - Commercial Renewal	Beyond Useful Life	D3040 - Distribution Systems	HVAC System	2024	Aug 30, 2024		Open	Exhaust System - Kitchen - Commercial	33,499
3- Necessary - Not Yet Critical	Exhaust System - Restroom w/Roof Fan Renewal	Beyond Useful Life	D3040 - Distribution Systems	HVAC System	2024	Aug 26, 2024		Open	Exhaust System - Restroom w/Roof Fan	71,560
3- Necessary - Not Yet Critical	Exit Signs - Average Density Renewal	Beyond Useful Life	D5092 - Emergency Light and Power Systems	Electrical System	2022	Aug 26, 2022		Open	Exit Signs - Average Density	92,423
3- Necessary - Not Yet Critical	Exterior Door Assembly - 3 x 7 Wood Renewal	Beyond Useful Life	B2030 - Exterior Doors	Exterior Enclosure	2024	Aug 30, 2024		Open	Exterior Door Assembly - 3 x 7 Wood	11,806
3- Necessary - Not Yet Critical	Exterior Door Assembly - 6 x 7 Wood Renewal	Beyond Useful Life	B2030 - Exterior Doors	Exterior Enclosure	2024	Aug 30, 2024		Open	Exterior Door Assembly - 6 x 7 Wood	36,218
3- Necessary - Not Yet Critical	Exterior Wood Windows - Double Hung Sash Renewal	Beyond Useful Life	B2020 - Exterior Windows	Exterior Enclosure	2024	Aug 30, 2024		Open	Exterior Wood Windows - Double Hung Sash	321,181



Requirement List Report By Priority

Priority	Requirement Name	Requirement Category	Prime System	System Group	Action Year	Action Date	Finish Date	Status	Linked System	Requirement Cost
3- Necessary - Not Yet Critical	Identifying Devices - Room Signage (Numbering and Identification) Renewal	Beyond Useful Life	C1035 - Identifying Devices	Interior Construction and Conveyance	2022	Aug 26, 2022		Open	Identifying Devices - Room Signage (Numbering and Identification)	55,231
3- Necessary - Not Yet Critical	Indoor Environment - Improved Filtering Not Used	Air and Water Quality		System Not Linked	2024	Aug 26, 2024		Open		38,847
3- Necessary - Not Yet Critical	Interior Swinging Doors - 3 x 7 Wd - NR Renewal	Beyond Useful Life	C1020 - Interior Doors	Interior Construction and Conveyance	2022	Aug 26, 2022		Open	Interior Swinging Doors - 3 x 7 Wd - NR	967,451
3- Necessary - Not Yet Critical	Interior Swinging Doors - 6 x 7 Wd - NR Renewal	Beyond Useful Life	C1020 - Interior Doors	Interior Construction and Conveyance	2022	Aug 26, 2022		Open	Interior Swinging Doors - 6 x 7 Wd - NR	132,028
3- Necessary - Not Yet Critical	Lighting - Occupancy Sensors Lacking	Energy	D5021 - Branch Wiring Devices	Electrical System	2024	Aug 26, 2024		Open	Branch Wiring - Equipment & Devices - Average Density	45,033
3- Necessary - Not Yet Critical	Lightning System - Damaged	Integrity	D5091 - Grounding Systems	Electrical System	2024	Aug 26, 2024		Open	Lightning Protection System - Bldg Over 75'	35,093



Requirement List Report

By Priority

Priority	Requirement Name	Requirement Category	Prime System	System Group	Action Year	Action Date	Finish Date	Status	Linked System	Requirement Cost
3- Necessary - Not Yet Critical	Operations - Existing Building Systems Not Commissioned	Energy		System Not Linked	2024	Aug 26, 2024		Open		85,762
3- Necessary - Not Yet Critical	Restroom - Finishes - Single Renewal	Beyond Useful Life	C10 - Interior Construction	Interior Construction and Conveyance	2022	Aug 26, 2022		Open	Restroom - Finishes - Single	42,474
3- Necessary - Not Yet Critical	Vinyl - VCT Renewal	Beyond Useful Life	C3020 - Floor Finishes	Interior Construction and Conveyance	2022	Aug 30, 2022		Open	Vinyl - VCT	89,677
3- Necessary - Not Yet Critical	Water Coolers - Floor-Mount Renewal	Beyond Useful Life	D2010 - Plumbing Fixtures	Plumbing System	2024	Aug 26, 2024		Open	Water Coolers - Floor-Mount	13,751
3- Necessary - Not Yet Critical	ADA - Interior Door Hardware Not ADAAG Compliant	Accessibility	C1020 - Interior Doors	Interior Construction and Conveyance				Open	Interior Swinging Doors - 3 x 7 Wd - NR	6,635,317
3- Necessary - Not Yet Critical	ADA - Interior Doors Non-Compliant Width	Accessibility	C1020 - Interior Doors	Interior Construction and Conveyance				Open	Interior Swinging Doors - 3 x 7 Wd - NR	121,561
3- Necessary - Not Yet Critical	ADA - Interior Doors Non-Compliant Width	Accessibility	C1020 - Interior Doors	Interior Construction and Conveyance				Open	Interior Swinging Doors - 3 x 7 Wd - NR	43,210



Requirement List Report

By Priority

Priority	Requirement Name	Requirement Category	Prime System	System Group	Action Year	Finish Date	Status	Linked System	Requirement Cost
Not Time Critical	ADA - Signage Not ADAAG Compliant	Accessibility	C1035 - Identifying Devices	Interior Construction and Conveyance			Open	Identifying Devices - Room Signage (Numbering and Identification)	40,852
Not Time Critical	Distribution Systems - HVAC Piping Identification Lacking	Functionality	D3041 - Air Distribution Systems	HVAC System			Open	Central AHU - CAV w/Distribution - Main AHU	27,088
Not Time Critical	Distribution Systems - Outside Air Intakes S4-S5 Location Poor	Air and Water Quality	D3041 - Air Distribution Systems	HVAC System			Open	Central AHU - CAV w/Distribution - Level B2	101,539
Not Time Critical	Duct Sealant - Suspected ACM	Environmental	F2020 - Hazardous Components Abatement	System Not Linked			Open		524
Not Time Critical	Electric Distribution - Switchgear Non-Compliant	Code Compliance	D5012 - Low Tension Service and Dist.	Electrical System			Open	Main Electrical Service 10 - 1600A 208Y/120V	243,640
Not Time Critical	Electric Distribution - Transformers Non-Compliant	Functionality	D5011 - High Tension Service and Dist.	Electrical System			Open	Main Electrical Service - 600A 15kV - FDR 14	660,786
Not Time Critical	Existing Meter Recalibration Required	Energy	D - Services	System Not Linked			Open		5,591



Requirement List Report

By Priority

Priority	Requirement Name	Requirement Category	Prime System	System Group	Action Year	Finish Date	Status	Linked System	Requirement Cost
Not Time Critical	Fire Protection - Duct Smoke Detectors Missing	Code Compliance	D3041 - Air Distribution Systems	HVAC System			Open	Central AHU - CAV w/Distribution - Main AHU	17,318
Not Time Critical	Interior Construction - Plywood Partitions and Floor Rating Unknown	Code Compliance	C1015 - Site Built Compartments Cubicles	Interior Construction and Conveyance			Open	Plaster Walls - 3 Coat	26,026
Not Time Critical	Means of Egress - Dead End Corridor Not Code Compliant	Code Compliance	C20 - Stairs	Interior Construction and Conveyance			Open	Stairs - Average	285,587
Not Time Critical	Means of Egress - Non-Code Compliant at Lecture Hall	Code Compliance	C2010 - Stair Construction	Interior Construction and Conveyance			Open	Stairs - Average	164,071
Not Time Critical	Other Plumbing Systems - Grey Water Recovery System Not Installed - Indoor Plumbing	Environmental	D2031 - Waste Piping	Plumbing System			Open	Sanitary Waste - Gravity Discharge	370,711
Not Time Critical	Plumbing Fixtures - Water Fountains Not UFAS Compliant	Accessibility	D2010 - Plumbing Fixtures	Plumbing System			Open	Water Coolers - Floor-Mount	14,839
Not Time Critical	Stairs - Handrails and Guards Not Code Compliant	Code Compliance	C2010 - Stair Construction	Interior Construction and Conveyance			Open	Stairs - Average	87,779
Not Time Critical	Stairs - Non-Compliant Discharge Identification (Gate)	Code Compliance	C2010 - Stair Construction	Interior Construction and Conveyance			Open	Stairs - Average	14,007



Requirement List Report By Priority

Priority	Requirement Name	Requirement Category	Prime System	System Group	Action Year	Action Date	Finish Date	Status	Linked System	Requirement Cost
Not Time Critical	Storm Water Management - Rainwater Harvesting Opportunity	Environmental		System Not Linked				Open		180,477
Not Time Critical	Transite Siding - Suspected ACM	Environmental	F2020 - Hazardous Components Abatement	System Not Linked				Open		7,930
Not Time Critical										
Main Hospital - Cancer Center-A										2,413,536
Main Campus										11,430,750
DEMO_Healthcare										11,430,750
Summary										11,430,750



Cromwell Public Schools
Placing Students First

Cromwell School District

Sample VFA Data

31 March 2023

Joseph J. Xavier, PMP

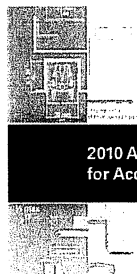


Evaluation Process of Systems What Dictates the Assessment Approach?

Building Codes and Standards



INTERNATIONAL
CODE
COUNCIL®



2010 ADA Standards
for Accessible Design

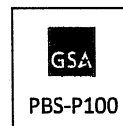
Industry Adopted Best Practices, Benchmarks and Design Standards



RSMeans data
from GORDIAN®



BOMA
International



GORDIAN®

Facilities Condition Assessments

Key Definitions – Systems

- What are Systems?

Systems are a collection of *facility related* items within a particular asset that serves a purpose. Systems are designated **lifetimes** and unit cost **values** within the database.

Architectural

- Structure
- Roofs
- Doors
- Interior Finishes
- Casework



Mechanical

- Elevators
- Plumbing Fixtures
- Piping
- HVAC
- Fire Protection



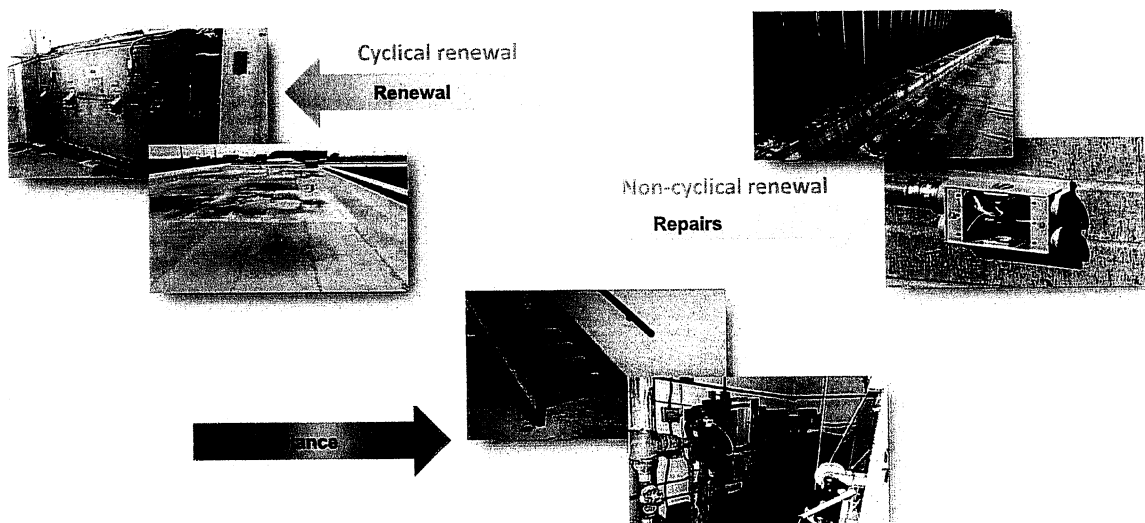
Electrical

- Service
- Lighting
- Communication
- Fire Alarm
- Emergency Power



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Building Assessment Approach – Identifying Needs



Facilities Condition Assessments

Definitions - CRV

- What is CRV?

The Current Replacement Value of a building automatically calculated using the sum of the Asset's System replacement costs derived from RS Means construction cost data, localized to nearest major city.

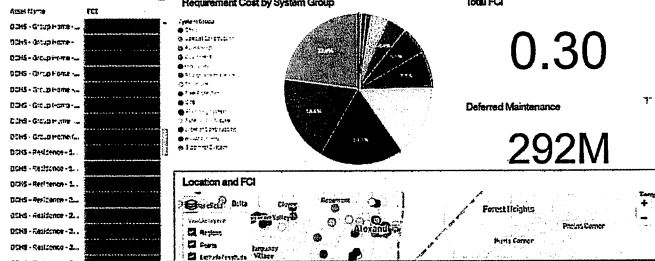
- Example:

Structure	\$2.0m
Exterior Enclosure	\$3.0m
Interior Construction & Conveyance	\$2.0m
Plumbing	\$1.0m
HVAC	\$1.5m
Electrical	\$1.0m
Equipment and Furnishings	\$0.5m
Total CRV	\$11.0m

**Current
Replacement
Value**

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Data Capture and Reporting – Portfolio View



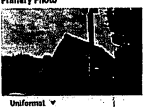
Asset Name	Number	Type	Address	Use	Floor	Size	Replacement Value	RT	RI
Amnesia Lager	021	Building	4000	Hotel	3	6,554	\$2,236,840	0.04	0.04
Gardner's Tavern Restaurant	022	Building	4000	Restaurant	1	4,684	\$2,777,621	1.15	1.17
DOHS - Group Home - 417 East Sylvania Ave	032	Building	417 E Sylvania Ave	Residential	1	2,852	\$916,590	0.46	0.47
DOHS - Residence - 419 E Sylvania Ave	074	Building	419 E Sylvania Ave	Residential	2	2,400	\$1,432,041	0.33	0.43
DOHS - Residence - 423 E Sylvania Ave	076	Building	423 E Sylvania Ave	Residential	2	2,400	\$1,432,358	0.33	0.43
DOHS - Residence - 421 E Sylvania Ave	075	Building	421 E Sylvania Ave	Residential	2	2,400	\$1,432,358	0.33	0.43
DOHS - Group Home (DHGH) - 311 Curtis Street	311	Building	311 Curtis Street	Residential	2	3,670	\$946,185	0.31	0.38
DOHS - Residence - 3501 Casselton Ave. #202	159	Building	3501 Casselton Ave. #202	Residential	1	916	\$946,185	0.46	0.54
DOHS - Residence - 3511 Casselton Ave. #100	158	Building	3511 Casselton Ave. #100	Residential	1	1,239	\$976,456	0.37	0.53
DOHS - Residence - 322 E Vandover Ave	113	Building	322 E Vandover Ave	Residential	2	2,655	\$823,743	0.13	0.54
DOHS - Group Home - 213 N Randolph Ave	107	Building	213 N Randolph Ave	Residential	2	4,280	\$1,323,708	0.46	0.61
DOHS - Group Home - 4547 Seminary Rd	108	Building	4547 Seminary Rd	Residential	2	2,239	\$685,056	0.35	0.63
DOHS - Group Home - 4513 Prospect Ave	106	Building	4513 Prospect Ave	Residential	2	2,026	\$742,925	0.35	0.43
DOHS - Residence - 1839 Kenwood Ave. #8	102	Building	1839 Kenwood Ave. #8	Residential	1	1,546	\$332,132	0.51	0.64
DOHS - Residence - 1728 Dogwood Dr. #8	058	Building	1728 Dogwood Dr. #8	Residential	2	1,246	\$325,083	0.55	0.56
DOHS - Group Home - 1821 Dogwood Dr	087	Building	1821 Dogwood Dr	Residential	2	1,792	\$440,215	0.55	0.58
DOHS - Residence - 201 N Beauregard St. #205	051	Building	201 N Beauregard St. #205	Residential	1	1,225	\$225,779	0.69	0.52
DOHS - Residence - 424 N Armistead St. #7-1	050	Building	424 N Armistead St. #7-1	Residential	1	925	\$176,706	0.55	0.55
DOHS - Residence - 716 Four Hts Rd	078	Building	716 Four Hts Rd	Residential	2	1,656	\$391,076	0.77	0.78
DOHS - Residence - 470 N Armistead St. #102	077	Building	470 N Armistead St. #102	Residential	1	1,254	\$255,038	0.67	0.73
DOHS - Residence - 502 N Howard St. #140	101	Building	502 N Howard St. #140	Residential	1	1,020	\$195,598	0.50	0.72
DOHS - Residence - 726 S Fayette St. #01	054A	Building	726 S Fayette St. #01	Residential	1	1,322	\$161,813	0.60	0.67
DOHS - Residence - 5911 Erroll Rd. #111	051	Building	5911 Erroll Rd. #111	Residential	1	1,618	\$275,420	0.67	0.69

Data Capture and Reporting – Details of a Building

Asset Info

Area Name: Area 3
 Name: Black History Resource Center
 ID: AGT-102
 Currency: UNITED STATES OF AMERICA, Dollars - USD - \$
 Model: Building
 Number: 027
 Floor: 1
 Area (SF): 3,650
 Comments: City Owned
 Use: CHA
 Mission Critical: No
 Construction Type: RC - Type VA
 Historical Category: Other
 Year Constructed: 1999
 Year Renovated:
 Architect: N/A
 Date of Most Recent Assessment: 12/19/2019
 Communication Date:
 Decommission Date:
 Description:
 The Alexander Black History Museum highlights the African-American experience in early Alexandria with exhibits, lectures and interactive programs. Housed in a building originally constructed in 1910 as a library for the area's black citizens, the museum, established in 1999, is a library for the area's black citizens.

Statistics

Replacement Value: \$ 1,319,183 USD
 FCR: 0.43
 RI: 0.60
 Asset Condition Rating: None selected
 Primary Photo: 

System Group

System Name	Renewed Action FY	Lifetime	Date Inspected	Quantity	Unit Cost	Unit of
Penning - Wood - Staircase - 6-ft.	2023	30	Dec 9, 2019	9.00	\$55.15	LF
Fixed Casework	2023	25	Dec 9, 2019	22.00	\$557.49	LF
Exit Signs	2023	15	Dec 9, 2019	3,600.00	\$1.32	SF
Emergency Lighting - Battery Packs	2023	15	Dec 9, 2019	3,600.00	\$2.65	SF
LAM System	2024	15	Dec 9, 2019	3,600.00	\$6.32	SF
Security System - Burglar Alarm System	2023	15	Dec 9, 2019	3,600.00	\$2.19	SF
Fire Alarm System	2023	15	Dec 9, 2019	3,600.00	\$5.70	SF
Telephone System	2023	15	Dec 9, 2019	3,600.00	\$6.71	SF
Lighting Fixtures - Interior	2023	20	Dec 9, 2019	3,600.00	\$10.02	SF
Branch Wiring - Equipment & Devices	2023	20	Dec 9, 2019	3,600.00	\$7.45	SF
Lighting - Exterior - HED	2023	20	Dec 9, 2019	4.00	\$1,030.35	Each
Distribution Equipment - Panelboards and Feeders - 200/120V	2023	20	Dec 9, 2019	2,600.00	\$11.16	SF
Distribution Equipment - Main Panelboard - 600A, 200/120V	2023	20	Dec 9, 2019	1.00	\$68,894.66	Each
Fire Extinguishers - Dry Chem	2020	30	Dec 9, 2019	2,600.00	\$0.89	SF
Sprinkler System	2024	35	Dec 9, 2019	3,600.00	\$14.43	SF
HVAC Controls - Electronic	2021	20	Dec 9, 2019	1.00	\$1,332.35	Each
Roof Top Package Unit - Roof Mounted	2028	25	Dec 9, 2019	1.00	\$45,351.62	Each
Cooling Coil	2028	25	Dec 9, 2019	2,600.00	\$24.37	SF
Rooftop Drainage - Gutters and Downspouts	2029	50	Dec 9, 2019	1.50	\$7,424.25	Each
Sanitary Waste - Gravity Discharge	2029	50	Dec 9, 2019	2,600.00	\$4.59	SF
Water Heater - Elec - 30 Gal	2029	15	Dec 9, 2019	1.00	\$5,593.08	Each
Domestic Water Distribution	2021	20	Dec 9, 2019	2,600.00	\$6.97	SF
Sinks - Stainless Steel	2021	20	Dec 9, 2019	3.00	\$4,684.59	Each
Restroom Fixtures	2023	20	Dec 9, 2019	1.00	\$75,425.82	Each
Valet Coolers - VHS-1000	2021	20	Dec 9, 2019	1.00	\$4,365.25	Each
GWB Taped and Finished	2022	30	Dec 9, 2019	3,600.00	\$9.16	SF
ACT Systems - Standard	2021	20	Dec 9, 2019	402.60	\$18.85	SF
Vinyl Composition Tile	2027	10	Dec 9, 2019	116.00	\$9.01	SF
Rubber Treads - Stairs	2021	15	Dec 9, 2019	12.00	\$145.65	Each


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Data Capture and Reporting – Projects for a Building

System Info

Name: East Top Package Unit - Roof Mounted
 ID: 010-010
 Currency: UNITED STATES OF AMERICA, Dollars - USD - \$
 System Group: HVAC
 System Name: HVAC
 System Type: HVAC
 System Size: 10
 System Age: 10
 System Cost: \$4,332.35 USD
 System Replacement Cost: \$4,332.35 USD
 System Accumulation: \$4,332.35 USD
 System Unit Cost: \$4,332.35 USD
 Description: The HVAC system has a packaged central air handler located on the roof of the building. The air handler provides heating and cooling for the building.

Statistics

Replacement Value: \$ 4,332.35 USD
 FCR: 0.43
 RI: 0.60
 Asset Condition Rating: None selected
 Primary Photo: 

System Group

System Name	Renewed Action FY	Lifetime	Date Inspected	Quantity	Unit Cost	Unit of
Penning - Wood - Staircase - 6-ft.	2023	30	Dec 9, 2019	9.00	\$55.15	LF
Fixed Casework	2023	25	Dec 9, 2019	22.00	\$557.49	LF
Exit Signs	2023	15	Dec 9, 2019	3,600.00	\$1.32	SF
Emergency Lighting - Battery Packs	2023	15	Dec 9, 2019	3,600.00	\$2.65	SF
LAM System	2024	15	Dec 9, 2019	3,600.00	\$6.32	SF
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Lighting Fixtures - Interior	2023	20	Dec 9, 2019	3,600.00	\$10.02	SF
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Vinyl Composition Tile	2027	10	Dec 9, 2019	116.00	\$9.01	SF
Rubber Treads - Stairs	2021	15	Dec 9, 2019	12.00	\$145.65	Each

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Data Capture and Reporting – How do we prioritize and estimate

Requirement Info

Asset Name: Black History Resource Center

Name: Basement Lacks Air Distribution and Humidity Control

ID: REQ-24406

Currency: UNITED STATES OF AMERICA, Dollars - USD - \$

Status: Open

Origin: VFA Facility

Category: Maintenance

☐ System Not Linked

Linked System: 03052 - Package Units - Roof Top Package Unit - Roof Mnt

Prime System: 03052 - Package Units

System Group: HVAC System

Priority: 5 - Not Time Based

Recommended Action Date:

Override Action Date:

Inspected: VFA Facility

Inspection Date 1: 1/2/2020

Prime Action: Extend Ductwork to Basement

Finish Date:

Description:

At the time of the assessment it was reported that the basement office and storage areas lack sufficient air distribution and that humidity control is an issue. It is recommended that the ductwork be extended to the basement allowing for proper air exchanges, depending

Strategy to Address: (none selected)

Cost

Estimated Cost \$: 23,672 USD

Actual Cost \$: 0 USD

Variance \$: -23,672 USD

Primary Photo:

Linked Photos:

Budget:

Created Date:

Rank:

Score:

Budget Year:

Rooms:

Action

Requirement Name: Basement Lacks Air Distribution and Humidity Control

Adjustment Factor: 1.9200

Estimated Cost \$: 23,672 USD

Comments:

Currency: UNITED STATES OF AMERICA, Dollars - USD - \$

Origin: VFA Facility

Prime Action:

Estimated Cost \$: 23,672 USD

Type: (Selection)

Description:

Extend the ductwork to provide air circulation to the basement office and storage area. Remove the rooftop unit air-flow to ensure proper air exchanges to all areas of the building. Return all affected areas to like new condition.

Sustainability:

Green Action:

Audit Info:

Updated Date: January 28, 2020 1:09:34 PM EDT

Created By: JCLARKE

Line Item: Cost Estimate: Create Custom: Edit

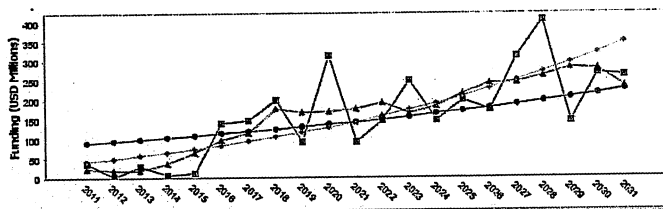
Line Item	Cost Estimate	Create Custom	Edit
RS/MEAS/2021	U	0311310100	0
RS/MEAS/2021	U	2311310140	0
RS/MEAS/2021	U	2311310150	0
RS/MEAS/2021	L	03001	0
RS/MEAS/2021	L	03001	0
RS/MEAS/2021	L	03001	0
RS/MEAS/2021	L	03001	0
RS/MEAS/2021	L	03001	0
RS/MEAS/2021	L	03001	0
CUSTOM	U	2309310200	0

Priority	Definition	Year Offset
Priority 1	Immediate Projects	1
Priority 2	Critical Projects	2
Priority 3	Non-Critical Projects	5
Priority 4	Not time-based	null

Category	Sub-category
Integrity	<ul style="list-style-type: none"> Life Cycle Reliability
Regulatory	<ul style="list-style-type: none"> Life Safety Building Code Hazardous Accessibility
Optimization	<ul style="list-style-type: none"> Technological Improvements Capacity Mission Maintenance Abandoned Energy Sustainability

Defensible Forecast of Funding Requirements and Asset Condition

Accurately project funding requirements in "what-if" scenarios for any assets including or excluding condition, maintenance categories, systems, etc.

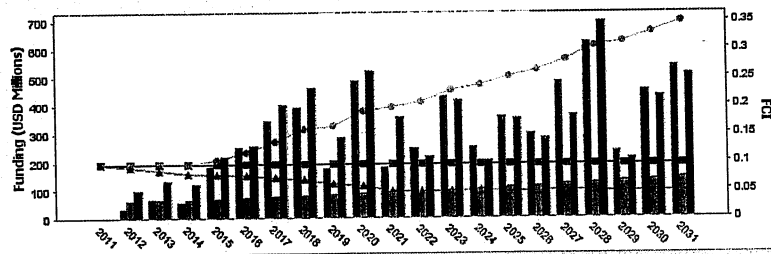


Make data-driven capital decisions based on our specific criteria

Understand the consequences of capital decisions

Project when assets or systems should be renewed, replaced, or disposed of

Multiple funding scenarios, maintain condition, improve condition, known funding on condition



GORDIAN



Proposal for Facility Condition Assessments Buildings and Site

To: Cromwell Public Schools, CT

From: VFA, Inc.

(An Affiliate of The Gordian Group)

March 29, 2023 v5

Account Executive: Joseph J. Xavier, PMP

Phone: 617-359-1942

Email: j.xavier@gordian.com

Sourcewell - Awarded contract number 020421-ACT



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Cover Letter

March 29, 2023

Cromwell Public Schools
Attn: Lynne McKenney
Office of District Operations
9 Captain James Mann Memorial Drive
Cromwell, CT 06416

Dear Lynne McKenney,

It is with pleasure that VFA provides the following proposal in response to address the Cromwell Public Schools needs for a capital planning program.

You have our commitment to provide you with the highest quality Facilities Condition Assessment (FCA) and Strategic Capital Planning services. We believe that our experience, resources, and methodology make us the best solution to address your needs to access a central source of information to support capital budgeting and funding decisions. Additionally, we have proposed our VFA Facility capital planning software as an option to enable Cromwell Public Schools to maximize the value of the collected data over time.

VFA is an affiliate of The Gordian Group. Gordian is a leading software and engineering services company committed to the on-going development of facility capital planning solutions that meet the demands of property owners and their funding sources. Our architectural and engineering services are completely integrated with technology to manage all the data generated from conducting Facility Condition Assessments. As the provider for both software and assessment services we bring cohesiveness and synergy between services and technology resulting in the highest valued outcome for our clients and high-quality data with a rigorous quality assurance process on each project. Capital Planning Management Solutions (CPMS™) has been our sole business since 1998. We focus all our efforts on empowering our clients through effective capital planning and facility management solutions.

VFA is dedicated to helping Cromwell Public Schools to:

- Avoid facility emergencies
- Credibly justify funding needs based on hard, objective data
- Demonstrate to Cromwell Public Schools and community that bond funds have been spent wisely
- Get recognized for FM excellence

VFA's experience and qualifications to provide this service include:

Assessments. VFA's expertise in, focus on, and resources dedicated to facility condition assessments enables us to deliver, defensible, accurate, and effective capital planning data for our customers.

Experience. We have over twenty- two years of continued growth and success during which time VFA has provided assessment services for more than 200,000 facilities including more than five billion square feet of space.

Focus. At VFA, our core and only business is assisting our clients to develop facilities capital planning and management strategies. Our engineering department only provides assessments. We do not offer any remedial services thereby removing the bias from assessing your assets. In other words, we won't be giving you a proposal to fix the things that we find wrong with your assets.

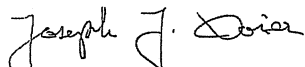
People. VFA's engineering staff includes architects, electrical and mechanical engineers, and technologists. Our professional assessors are all trained and certified in VFA's condition assessment methodology to ensure that our clients receive data in accordance with the highest standards, quality, and consistency.

Technology. VFA is the leader in providing, proven, scalable facility capital planning and management software solutions. We ensure that our clients receive the best products and support services today and into the future.

VFA will ensure that the Cromwell Public Schools will receive credible facility data to support both the daily decision-making process and the strategic capital planning initiatives. At VFA, we are delighted to have the opportunity to work with you as you consider our solution and potential future use with the optional VFA Facility software. You have our commitment to work closely with you as you make this important decision that will impact the future of your organization. We truly hope you will quickly see the value of using our services, and that this is the beginning of a long and trusted relationship.

Please do not hesitate to reach out to me should you have any questions regarding this proposal.

Kind regards,



Senior Account Executive

617-359-1942

j.xavier@gordian.com

Scope of Work –Facility Condition Assessment (FCA)

VFA is a leader in the building assessment industry and has been a respected provider of property condition assessments, capital planning services, and software internationally for many years.

VFA provides consistent, reliable data and excellent advice for facility capital planning and budgeting.

VFA performs condition assessments ranging in complexity from research, healthcare and manufacturing facilities to elementary schools and agricultural barns. We also assess civil engineering structures, underground site utilities and paved hardscapes. Annually, VFA performs assessments for hundreds of clients and more than 250 million square feet with multiple teams in the field simultaneously. We are highly experienced and have a strong track record of meeting client schedules. Our expert teams will guide and assist you through all phases of the project and enable your organization to strategically manage capital spending and advocate for increased capital funding. Our observations of critical needs will help you maintain services and avoid costly operational down-time events.

Adherence to Industry Standards

VFA's FCA process is based on the American Society for Testing and Materials (ASTM) Document "E-2018-15, Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process." Furthermore, our methodology incorporates the following recognized standards:

- **Uniformat II Elemental Classification System.** Uniformat is a system for arranging construction information based on functional elements.
- **Building Owners and Managers Association International (BOMA).** VFA utilizes BOMA's average expected useful life (EUL) to develop the life expectancy of building systems based on install year. The assessment team will then apply their own expertise and determine if the system or component is aging as expected by BOMA or if an adjustment is needed.
- **RSMeans Construction Cost Data from Gordian.** VFA utilizes RSMeans Construction Cost Data to develop cost estimates for asset systems and requirements. VFA is a subsidiary of Gordian, thus allowing us direct access to the entirety of the RS Means information and expertise.
- **National, State, Provincial, and Local Building Codes/Standards.** The codes and standards used are based on the location of the asset being assessed and direction from the client.
- **The Abbreviated Accessibility Survey portions of ASTM E 2018–15.** These sections are used to drive the accessibility aspects of the assessment.
- **Current Replacement Value (CRV).** The CRV is calculated for each asset (building) and is available for reporting and use on other metrics.
- **Facility Condition Index (FCI).** A Facility Condition Index (FCI) is calculated for each asset (building) as a benchmark for comparisons of building conditions within, among, and between organizations. FCI is a key industry-benchmark cost of needs (deferred maintenance, renewal needs, and the cost to correct deficiencies) for a defined period of time divided by the current replacement value of the building or system. The difference between RI and FCI is that the needs included in the FCI calculation are of specific types (for example, life safety, functionality or integrity) while the RI includes all needs regardless of type. Like RI, the lower the FCI value,

the better the condition of the building. The following figures show examples of 1-year and 5-year FCI scales as it relates to relative condition.

1-Year	
FCI	Rating
0 to 5%	
5.1% to 10%	Good
10.1% to 30%	Fair
Greater than 30%	

5-Years	
FCI	Rating
0 to 10%	
10.1% to 20%	Good
20.1% to 60%	Fair
Greater than 60%	

FCI can be calculated for any period of time which the client wants to include in their customized definition of Deferred Maintenance.

FCA Methodology by Phase

The FCA process is delivered through the following phases:

- Pre-assessment
- Assessment
- Draft Data Review
- Final Reports

Pre-Assessment Phase

This phase prepares the client and the assessment team for a successful data collection effort.

Set Goals

The VFA Project Manager will meet with the client to confirm the goals and objectives for the project. This will ensure that the end deliverable best meets client expectations.

Confirm Scope and Deliverables

A scoping meeting will be held to discuss and confirm schedules, assessment/survey criteria, data classifications, prioritizations and categorizations, and the best method for storing asset data to support your analysis, reporting, and planning needs.

Collect and Review Baseline Data/Documentation

In preparation for the field observations, the VFA Project Manager will guide the client to gather relevant information, if available, including items such as:

- Basic asset information such as: name, address, asset number, use, date of initial construction and any major renovations, number of floors, gross area, etc.
- As-built drawings.
- Simplified general floor plans and site plans (for notetaking during field visits).
- Known code or safety violations, if any.
- Previous studies within the past five years, such as previous condition assessments by others, accessibility studies, roof inspections, hazardous material inspections, etc.
- Lists of major capital improvement projects completed over the past 5 years or planned for the next 5 years, with actual or estimated values.
- Equipment lists data and warrantee information, if available.

Owner's Responsibilities

Some aspects of the work require support from our clients. Prior to the on-site assessment work, assistance with the development of a rational sequential work-plan, obtaining and preparing note-taking floor plans, facilitating any required security clearances, and arranging escorts for our assessment teams, are all important tasks. During the on-site assessment, providing a full-time (one per team) escort with access to all building spaces ensures that we can accurately report back complete observation-based information. After the on-site work is complete, assistance in the review of draft data is a further check on our internal Quality Control process.

Careful preparation of building plans and other documentation is important to our work. While we appreciate having access to copious amounts of information, simply providing a link to an on-line repository of large volumes of historical building data, can be overwhelming. We ask our clients to invest time in the orderly preparation of important reports, plans and other documents that the team can utilize to support the field assessment work.

Field Work Preparation by VFA

The VFA Project Manager will provide the assessment team members with all collected information for their review prior to the on-site assessment phase. The VFA Project Manager is responsible for developing the project instructions, project schedule, and arranging and leading an internal kick-off meeting with all assessment team members. Assessment team members are assigned based on their experience and availability. The number of assessment teams are determined by the VFA Project Manager and may include teams of one, two, or three assessment professionals. The number of team members is determined based on asset size and complexity.

The VFA manager will provide the following documents to prepare, track, and guide the project:

- Pre-assessment Questionnaire
- Client Responsibility Document
- Project Team Roster
- Draft Report Example
- Final Report Example
- Project Schedule
- Project Kick-off Meeting Agenda and Sign-in
- RSMMeans Project Cost Adjustment Factor Work Sheet

Management Plan

The VFA Project Manager will conduct regular progress meetings throughout the phases of the project to maintain open communication. The frequency of progress meetings will be determined during the pre-assessment phase of the project. A project schedule will be provided for review and joint agreement. The project schedule will be maintained by VFA's Project Manager and will be reviewed with the client at each progress meeting. Note: The project schedule is a tool which is jointly shared by the owner and VFA to administer the project; both parties have responsibility for on-time task delivery and support of project objectives. VFA maintains the project schedule with updates, as a service to the client.

Meetings and Communication

The following meetings, at a minimum, should be expected:

- **Pre-Survey Planning Meeting.** A meeting with client designated staff prior to the inspection, to confirm goals, establish methodology, and identify existing information to be included in the study.
- **Field Kick –Off Meeting.** Early on the first field day for each team, assessors and facility managers meet to discuss how the field work will be done (including any security, passcodes, or that are keys necessary) and to identify important known issues.
- **Progress Meetings.** Regular progress meetings will be held to review the schedule and discuss issues that need resolution.
- **Field Debrief.** This meeting is held at the end of the team's field inspection to recap preliminary findings and highlight any pressing needs, such as life safety issues, that may require immediate attention.
- **Draft Data Meeting.** This meeting is to present and discuss the draft FCA data.
- **Final Presentation.** During this meeting, a presentation of the Final Facility Condition Report will be delivered.

Assessment Phase

The Assessment phase includes the on-site field work performed by VFA's assessment team and the subsequent data entry/analysis.

On the morning of the first day of the field visit, VFA will facilitate a meeting with the client staff to kick off the on-site survey work. This meeting will enable your staff to meet the VFA assessment team and understand the project schedule. It will also include discussion of the logistics of the site visit, such as gaining access to all elements of the facility, and other practical information important to undertaking the physical assessment. The agenda for the kick-off meeting includes:

- Confirm/discuss existing asset information provided
- Overview of how the assessment team will conduct the assessment
- Assessment Logistics, work times, access, security, parking, etc.
- Interviews with client knowledgeable staff on known issues

VFA's team will visually inspect all the assets included in the scope of the project to identify deficient conditions and assess the remaining lifecycle of designated asset systems. The teams will document all systems and requirements with field notes and by taking digital photographs. The walk-through building assessments are typically conducted as follows:

- The team remains together during the property walk-through.
- The team generally starts with the exterior and then moves up to the roof and proceeds down through the building to the lowest level, walking through all occupied and unoccupied spaces.
- The team might request client custodial or maintenance staff to lift ceiling tiles to allow observation of building structure and distribution systems, if needed.
- The team might request client staff to open access doors, major equipment access panels, etc. to reveal hidden equipment and components, only if or as necessary, in the opinion of the assessor. Internal inspection of equipment is not normally done, and our staff does not enter OSHA-defined confined spaces.

The VFA assessment team will utilize several tools and techniques during their field assessment process. This can include the following:

- Printed floor plans or PDFs of floor plans on clipboards or tablet computers
- Camera or tablet for photo capture
- Checklist or tablet for guided survey of minimum data to inspect and evaluate
- Tape measures, measuring wheels or other digital measuring devices for sample dimension capture
- Flashlights for poorly lit spaces

Note: Our assessment team members will not carry hand-tools or ladders while conducting the assessments. It is required that client maintenance staff provide this service when and if required during the assessment.

The survey will include a visual inspection of the building and all the building's architectural, mechanical, and electrical systems. For additional details on UNIFORMAT-level data capture. Process type equipment (such as manufacturing process, cooking equipment, and medical equipment) is excluded unless specified otherwise. Systems to be assessed are the following:

- Site elements within an approximately 10 ft. perimeter around building footprint will be modelled as systems within the building asset (site elements of a more substantial nature, will be modelled as separate assets)
- Structure and Building Envelope
- Interior Elements and Conveyance
- Plumbing
- Heating, Cooling and Ventilation
- Electrical
- Fire and Life Safety

The assessment process requires close interaction with the client's maintenance and operations personnel. Many of the problems inherent in building systems and components may not be visually apparent during the time of the walk-through. VFA assessment team members may request staff interviews to ensure known problems are understood, and as an opportunity to ask questions related to observations.

The inspection of the asset interiors will include all mechanical and electrical rooms, all public spaces as well as a representative sampling of repetitive room types. Resultant requirements will be identified for the entire asset or system (requirements are not identified by individual room or component unless specified otherwise). It is not the intent to survey every room, balcony, window, utility closet, every square foot of roofing, etc. Only representative observations of such areas are to be surveyed as per ASTM Document E-2018-15, "Standard Guide for Property Condition Assessments."

Note: Assessment of individual equipment items is outside this scope of work unless specified otherwise.

The inspections of the asset exteriors will include elements such as parking lots and bus drop-off driveways, playgrounds, and athletic fields which are directly associated with the schools on the same site. Ancillary structures such as football field bleachers, equipment storage sheds, etc, will be modelled as Systems within the appropriate building asset. The site assessment portion of the work will include a review of general accessibility to gain access to the buildings from public parking areas.

Accessibility, Life Safety, Codes, Standards and Regulations

The VFA team will document observed non-compliance deficiencies as it relates to accessibility, life-safety, building codes and standards and local regulations during the evaluation of asset system condition. Non-compliance findings are limited due to sampling of space and limited measurements and therefore should not be considered an exhaustive list of all non-compliance for a given property. Non-compliance may be noted with respect to codes for new construction, without implying non-conformance with older regulations in force at the time of original construction.

Note: A detailed study of the requirements of accessibility is beyond the scope, however, VFA can provide this service if required. A separate scope and fee would be required if requested.

VFA does not include intrusive and destructive testing such as infrared, roofing core sampling, soil testing, generator testing, or hazardous material testing as part of the standard assessment methodology. If observed field conditions warrant further testing, VFA will make recommendations for such investigation as appropriate.

Data Development

After the on-site work is complete, the VFA assessment team will document the findings for each asset, including systems data entry, requirements, costing, and photos. All data will be entered into Gordian's VFA Facility software. The data will include:

- **Asset Descriptions.** These are narrative summaries of each assessed facility and its systems. This includes basic information such as construction type, finishes and structure, basic systems information, year constructed, gross area, number of floors, etc.
- **System Models and Conditions.** System models document what exists within the building at the time of the assessment (i.e., what type of roof?), and quantities, age and value of each system. System models record the expected useful lifespan of each system (i.e., how long should this roof last?) and how much useful life remains based on the visual inspection (i.e., how long can we expect the roof will last?). A replacement value is established for each system as well as a projected renewal cost. Replacement values are created using RSMeans data for replacement with current equivalent technology, materials and methods.
 - > Testing, measuring, or preparing calculations for any system or component to determine adequacy, capacity, or compliance with any standard is outside the scope of assessment.
 - > The system installation date will be captured. If the install date is not known, it will be estimated. The expected useful life for each system is initially determined using BOMA standards and may be adjusted.
- **Requirements.** Requirements are issues with systems or components which are unsafe, broken/damaged, can no longer perform the intended function, are approaching or have exceeded their useful life span, do not conform to current codes, or which may be an improvement to the facility, such as an energy conservation project. Requirements will be written for capital needs only, not operational or standard maintenance needs. Capital vs. operational expenses are often set by a dollar amount, such as \$3,000 - \$5,000. Life Safety deficiencies, if observed, will be identified regardless of dollar threshold amount.
 - > Each requirement is individually classified by Priority (urgency), Category (cause), associated System, and Inspector.

- > The Priority indicates severity and the time frame for correction. The Priority definitions and years offset may be modified based on client preference. VFA's standard list of priorities is provided in the following table:

Priority	Definition	Years Offset
Priority 1	Due within 1 Year of Inspection	1
Priority 2	Due within 2 Years of Inspection	2
Priority 3	Due within 5 Years of Inspection	5
Priority 4	Not Time Based	null

- > Category indicates the cause or reason for the deficiency. The standard Requirement Categories, listed in the following table, include a broad range of causes, but may be modified based on client preference.

Category	Sub-category
Integrity	<ul style="list-style-type: none"> • Lifecycle • Reliability
Regulatory	<ul style="list-style-type: none"> • Life Safety • Building Code • HazMat • Accessibility
Optimization	<ul style="list-style-type: none"> • Technological Improvements • Capacity • Mission • Maintenance • Abandoned • Energy • Sustainability

- **Corrective Actions.** VFA's assessors will recommend a corrective action for each requirement. The actions are based upon the materials and equipment required to repair or replace the identified deficiency along with necessary labor. The proposed repair or replacement will be based on existing capacity and similar technology.

Note: Alternate remedies that align to client design/material standards that will outperform or will be more resilient than the existing systems, are outside of this scope of work unless written otherwise.

RSMeans Cost Data

All cost estimates will be developed using RSMeans Construction and Facilities Maintenance and Repair Costs data which is embedded in Gordian's VFA Facility software. This yields consistent and reliable construction cost estimates for capital planning. Our library cost data is updated annually to reflect changes in the cost of raw materials, supply and demand, shipping costs, market maturity, time of year, energy costs, and industry trends. Additionally, RSMeans data is regionally adjusted using location factors across North America.

Adjustment Factors

Adjustments to the cost estimates to lift them above the initial "installing contractor" values are typically recommended by VFA.

The VFA project manager will utilize an adjustment factor worksheet and facilitate a discussion to document and determine an adjustment factor. Values may be compared to available historical cost information provided by the client. Considerations for adjustment will include local construction costs, capital project charges, as well as historic/heritage status.

A premium cost multiplier may be needed to reflect local market conditions. These conditions could be related to the type/complexity of the building, locally competitive labor availability, compressed work schedules, work in occupied spaces, public safety and security obligations, parking and layout restrictions, system redundancy, and conformance to local specialized codes and standards.

Actual construction costs may vary. Opinions of costs should only be construed as preliminary, order-of-magnitude planning budgets. Actual project costs will vary from VFA's requirement action values. Project values ultimately depend on such matters as type and design of suggested remedy, quality of materials and installation, manufacturer and type of specified equipment, field conditions, whether a physical deficiency is repaired or replaced in whole, phasing of work (if applicable), quality of contractor, quality of project management, market conditions, and whether competitive pricing is solicited, etc. VFA makes no warranty, express or implied, that the bids or the negotiated costs of projects will not vary from VFA's estimated requirement action values.

Digital Photos

VFA will take digital photos to document existing conditions and import them into the database. A selection of photographs of the asset exterior and the critical requirements within each asset will be stored and linked to requirements, when beneficial.

Quality Control and Assurance

Accuracy, quality, and consistency in methodology are core focuses for the VFA team. VFA recognizes the importance that clients place on data quality and how it relates to their use and trust of the condition assessment data. Quality assurance activities are the responsibility of every team member, with quality checks and balances throughout the life of the project. To help ensure adherence to procedures and data consistency, all assessment data is checked by our Center of Excellence (COE) group. Overall quality is supported by the following:

- **Expertise.** VFA professional assessment consultants have an average more than 15 years of facilities experience. Each is certified in VFA's proven Facilities/Infrastructure Certification Program (F/ICP) which trains engineers and facilities professionals in the proper manner to collect, enter, and analyze data. The F/ICP methodology helps ensure accurate data and the overall success of a comprehensive, strategic facilities capital planning process.
- **Focus.** Assessment teams are assigned to one project at a time. They are focused on the current project without competition from past or future projects.
- **Quality Assurance/Quality Control.** Through the use of a dedicated Quality Assurance/Quality Control Center of Excellence Team, we utilize additional experienced assessors who are independent from the project team to perform data validation. VFA's COE team members conduct automated and manual checks of data looking for consistency and plausibility. A final review is conducted by the project manager, before sending draft data reports to the client.

With such controls in place, VFA data is reliable for use in presentations to funding executives, boards of directors, legislatures, and community groups.

Draft Data Review Phase

Upon completion of QA/QC, the VFA Project Manager will develop preliminary draft reports for client review and comment. Draft reports will be provided electronically in .pdf and excel format. At the draft report stage, reports will be generated from Gordian's VFA Facility software. We ask our clients to review this data to ensure the highest possible level of accuracy.

These preliminary reports will provide the client with an opportunity to review Systems and Requirements data, including data classifications such as priorities, categories, and system renewal dates, and general consistency of overall estimates. Once a level of confidence is established during draft data review of selected Assets, the client may elect to forgo further detailed review of all asset information.

The draft reports package will include:

- **Data-review instructions.**
- **Asset List.** This list provides essential data for each building, along with summary totals that allow confirmation of macro-level data.
- **Asset Overview Reports.** For each asset, this detailed report provides a complete description of the facility and a summary of deficiencies listed within each section.

- **Requirement List Reports.** This report provides a summary breakdown of type of work and total costs for each facility. (This information is presented by priority, system, and category and in a cross-tabular format.)
- **System List Reports.** Systems form the foundation of our data. These reports provide a summary breakdown of the total costs for a facility by assessed system, and system renewal forecasts
- **Major Deficiency Photographs.** These photographs might be made available on-line via a share drive and might be selectively published at this stage as determined by the Gordian Project Manager if needed to support the draft data review process.
- **Requirement Details.** This report is useful when questions come up about items on the list reports as it provides a deeper understanding of what is included. This report may be provided, as determined by the Gordian Project Manager, to support the draft data review process.

VFA will accept and review comments on the draft data reports and make any needed corrections.

Upon completed delivery of approved draft data, summary reports can be run to describe the capital investment needed on an annual basis to replace system components that have reached or exceeded the end of their useful lives. Summary Asset List, Requirement List, and System List reports run on accepted draft data, constitute *substantial completion* of the project scope, with final completion dependent upon final reports.

Reports are normally delivered in PDF or Excel formats via email. Physical printing of any reports can be done on a cost-plus basis (physically printed copies add time to the project schedule).

Final Reports Phase

This phase includes the Presentation of Findings, delivery of Final Reports, and project closeout.

Presentation of Findings

This is a formal meeting presented by the VFA Project Manager or Project Director to review the results of the FCA project.

The presentation of findings will include an analysis that turns technical and financial data into actionable and measurable capital plans. VFA understands that facility conditions are not the only factor in determining what renovations, replacements, or repairs to undertake, and are in many cases subservient to other drivers such as impact on mission, risk, space planning needs, or changes in use. We will benchmark assets by FCI, explore considerations of level of funding and its impact on asset condition, and present the information you need to remain mission ready. We will provide recommendations on best practices for maintaining your assessment data over time to support your capital planning program. At the end of the presentation, we will have answered the following questions:

- What assets need capital funding?
- What is the condition (needs) of the assets?
- How much funding is needed?
- Given a specific funding amount, what work should be given high priority?

Our experience is that executive attendance at the final presentation often leads to requests for further editing prior to final report.

Final Reports

Following client review and comment of the draft report data and following after the presentation of findings, the VFA team will incorporate comments and make any further adjustments to the assessment data and report contents and will prepare the Final Property Condition Assessment Report package for all assets. The Final Report will document the findings and present various aspects of forward-looking data analysis.

The report will include multiple funding scenarios, providing a comparative analysis between funding level options over time. Your organization will be able to ascertain the impact of various funding levels on the FCI of the assets, or alternatively, the funding requirements to achieve a specific asset FCI.

The final FCA report package will include the following:

- Executive Summary
 - Portfolio total key indicator data, including overall asset value, overall FCI, and overall FCI cost (deferred maintenance) values
- Assessment Methodology
 - Includes overview of assessment process, schedule, owner-furnished information, and terms and definitions
- Appendix Data Reports
 - Funding Scenarios
 - Capital Needs Requirements Forecast–20 years
 - Requirement Summaries and Cross-tabular reports
 - Full System List Report, delivered separately in a live Excel file
 - Full Requirement List report, delivered separately in a live Excel file
 - Selected (representative) Detailed Requirement Reports (Including Asset Summary, Requirement Descriptions)
 - Terms and Definitions

Please note that the standard proposed final report does not include individual reports for each individual asset. It does include compiled data on all assets. Individual asset reports can be provided at additional cost. Also note that physical printing of any reports can be done on a cost-plus basis; normal delivery is pdf copies and (in some cases) with appended live Excel data files. Physically printed copies adds time to the project schedule.

Project Closeout

The project will be considered complete when final reports have been delivered. Gordian/VFA services can be easily extended to provide additional support in future use of the data for capital planning and to aid clients with data maintenance. Various packages of services are available at reasonable hourly rates. VFA seeks to create and maintain long-term relationships with our clients.

In the event that the client is not able to respond to requests for review of draft or final draft data in a timely manner, Gordian reserves the right to finalize the reports and closeout the project.

Presentation Development & Delivery

Gordian's custom deliverables bring the facility condition assessment data to life by integrating the facilities organization, financial decision makers, and the mission and vision of leadership. To this end, there is a focus on flexibility in both the process and the tools to ensure the effective communication of an actionable plan:

- **Deliver the Multi-year Capital Plan.** With portfolios in place, Gordian can support resource allocation discussions and the creation of a capital investment plan. By adding an understanding of historical spending profiles, we can create outcome-based strategies that balance asset preservation with program adaptation in various financial scenarios to ensure practicality of results.
- **Prioritization Toolkit.** Project selection is a combination of art and science. Gordian's objective prioritization tools allow leadership to create and manage investment strategies that tie technical issues to vision and finance. Because they are objective, these tools help minimize the number of politically motivated decisions and allow facilities leaders to create constituency and manage change. By providing access and training for our VFA.Facility software, we provide the team at Cromwell Public Schools control over your own data and tools, ensuring the priorities remain in focus for project selection well into the future.

Gordian deliverables are designed to effectively communicate findings to build broad support in the community and integrate with existing management systems. The results of the study are segmented between communication and physical deliverables.

Communication: Gordian will conduct four (4) on-site or remote presentations:

- Gordian will review and qualify the summarized data from the Facility Condition Assessment and VFA.Facility asset data and start the planning process.
- During deliverable development meetings, planning and funding scenarios will be reviewed with the district's team.
- Presentations will include a review of the completed strategic capital plan and recommendations for next steps. These presentations will recommend a strategic course of action as well as:

- Provide context of historical funding levels and detail how the backlog came to exist.
 - Give a summary level overview of facilities needs highlighting key strategic issues.
 - Summarize Gordian's recommendation for a facilities reinvestment plan that ties to mission and available funding.
- As directed by the Cromwell Public Schools, additional presentation(s) can be given to senior leadership (e.g. School Board, Local Legislature, etc.) or the appropriate audience within your district.

Physical Deliverables:

- A recommended ten-year project plan by investment criteria that ties to mission, operations and finance.
- PDF copies of all presentations delivered by team throughout the timeline of the engagement.

Exhibit A: Asset List

The assets included in the proposed project are:

Building Name	Included in Site Assessment	Gross Square Feet
Cromwell High School	Just Vehicular Pavement / No Athletic Fields	139,400
Woodside intermediate School	Yes	83,000
Edna C. Stevens Elementary School	Yes	66,900
Cromwell Middle School	Just Soccer and Baseball Fields / No Vehicular Pavement	No FCA on the Buildings
Total Facilities Condition Assessment (GSF)		289,300

VFA Facility Core Training

The VFA Facility Core Training class enables customers to maximize the benefits of VFA's facility management solutions. VFA Facility training is intended to enable users to become proficient in using and manipulating the Facility Condition Assessment (FCA) data housed within the VFA Facility software. The Training Team will work with the client to schedule three 2-day onsite training classes, to be held at client-hosted locations, for up to 10 students per session. Alternately, in cases where a travel restriction may be in place, the VFA Facility Core Training classes may be delivered remotely via the web, and each class would include four, 3-hour web-based training sessions, to be scheduled on mutually agreed upon consecutive days and times.

The VFA Facility Core Training class consists of an in-person, instructor-led training session, comprised of lecture, demonstrations, and hands-on student exercises. Students will be taught how they can manipulate and update the database information, as well as how VFA Facility may serve as a dynamic tool for planning, budgeting, and project prioritization.

The first day of class (or the first two 3-hour web-based sessions) focuses on the Asset database and general navigation of the VFA Facility software. The VFA Product Trainer will demonstrate how the database is structured and how the assessment data is populated and updated within the VFA Facility Asset database. This session will focus on understanding the different types of information gathered during a Facility Condition Assessment, how that information is classified. The session also explores the various benchmarks and metrics and explains how they are calculated (Replacement Value, Renewal Costs, the Facility Condition Index (FCI) and the Requirements Index (RI)).

The second day of class (or the second two 3-hour web-based sessions) focuses on leveraging the Asset database information via Reporting and Data Analysis techniques; This session includes setting up and running basic Reports, interpreting the results of those Reports, creating, and analyzing "what if" Funding scenarios, a demonstration of how to develop a Pairwise Ranking Strategy to prioritize your Requirements and create a Capital Budget, as well an introduction to Dashboards and VFA FacilityView.

Each of the students in the class will be provided with a VFA Facility Training Guide, which will be used during the class to guide the students through a variety of hands-on exercises (guides will be shipped to a central client location for distribution). The students will also be provided with a training environment to be used during the class, which will be based upon either a generic training dataset, or a copy of the client's Facility Condition Assessment data (depending on the data available for effective demonstrations of the software features and functionality). This training environment will also be made available to the students for 30 days after the end of the training class so that the students can practice what they have learned during the class, using both the training environment and the VFA Facility Training Guide.

VFA Facility Core Training Topics include:

Understanding the Asset Database

- Summary of the Facility Condition Assessment (FCA) process
- Setting up your Computer and reviewing the Software features
- Basic Navigation and the Database Hierarchy
- Utilizing Productivity Tools—Sorting, Filtering, Column Layouts and Favorites
- Review of the Facility Condition Assessment Data Records
- Key Concepts—FCI and RI Calculations; Replacement and Renewal Costs
- Understanding the RSMeans-based Cost Estimates

Capital Planning & Budgeting

- Understanding Report Options and Selection Criteria
- Analyzing the Database via Reports
- Constructing Ad-Hoc Data Browser Queries and Basic Pivot Tables
- Creating and Analyzing What-if Funding Scenarios
- Developing a Ranking Strategy and creating a Capital Budget (demonstration)
- Using Dashboards and VFA FacilityView

Prerequisites

The prerequisites for participants follow:

- Participants should possess basic Internet and Microsoft Windows navigation skills and have previously used Microsoft Word and Excel and/or other similar programs.
- Participants should have a basic understanding of facility management concepts and topics.
- Participants should be familiar with cost estimating concepts. A background in cost-estimation is required for users who wish to develop their own cost estimates.

Client Responsibilities

- For client-hosted training sessions, the client is responsible for providing a training room and PC's that meet the requirements outlined in our IT Setup Instructions.
- Until further notice, clients must agree to adhere to VFA's COVID-19 Onsite Safety Guidelines to host a Training engagement at their site.

Optional – Flexible Professional Services Hours

VFA's Flexible Professional Services Hours are designed to provide individualized assistance to ensure software usage comfort, proficiency, and adoption.

VFA's clients can take advantage of having a consultant on call to assist them with many facets of their capital planning tasks and process. These hours may be utilized to provide a "life-line" that a client can use to connect with a solution consultant via a phone call and/or web-conference for assistance in using VFA Facility to generate specific reports, extracting a specific set of data to address time-sensitive problems or mission critical questions, or updating their database records to reflect work that has been completed, post-assessment.

An annual block of up to 40 hours per Committed Term may be provided under an Annual Services agreement (not included in this proposal). All phone or email requests for services will count towards the client's available block of Flexible Professional Services Hours. VFA will notify the Client if the contracted hours have been exhausted, for authorization for additional hours.

VFA's Flexible Professional Services Hours are intended to be delivered remotely and, as such, travel expenses are not included in any fees, and will be billed as incurred if travel to the client's site is requested.

VFA does not guarantee any specific deliverables will be provided within the allotted hours or that any specific resource will be available. VFA shall be responsible for securing, managing, scheduling, coordinating and supervising VFA personnel, including its subcontractors, in performing the Professional Services. VFA shall have prior approval of the Services to be provided for the hours listed herein.

The following are some examples of how our existing clients are utilizing these hours to fulfill their needs. Examples of items that are and are not included are:

- * Hours MAY be applied to the following:
 - Data Maintenance services
 - Data Importing
 - Custom Report and Dashboard Creation
 - Executive and Board Level Presentations and Reports
 - Benchmarking
 - Building Lifecycle Modeling
 - Software Support "Ask-the-Experts" Web-based sessions
 - One-on-one Advanced Web-based Training
 - Integration Implementation and Support
 - Custom Software Development
 - Other Consulting services (to be mutually agreed upon)

- Hours MAY NOT be applied to the following:
 - Formal Group Training Classes (remote or onsite)
 - Capital Budgeting or Program Development workshops
 - Configuration or functionality changes requiring a change to the code base

Notes

- Current 2023 pricing for 40 Hours of Flexible Professional Hours is listed at \$10,400 and a Sourcewell discounted fee at \$9,360
- Optional Flexible Professional Services Hours is not included in the proposal pricing...if Client would like to exercise this option, a separate SOW will be sent for signature and execution.

Professional Services Statement of Work

Professional Services Statement of Work

Client Name:	Cromwell Public Schools, CT
Quote #:	
Project Name:	2023 FCA Program

Preamble

This Statement of Work ("SOW" and "Statement of Work"), issued on March 29, 2023 ("Issue Date"), incorporates by reference and is governed by the terms and conditions of Agreement ("Agreement") _____, between Cromwell Public Schools, CT ("Client") and VFA Inc., an affiliate of The Gordian Group, Inc., ("VFA") and is effective as of the date VFA has signed below ("Statement of Work Effective Date"). When in conflict, the terms of this SOW shall supersede those of the Agreement solely in relation to the Project listed below. VFA reserves the right to provide Client additional terms and conditions related to the software or services provided hereunder, to the extent not addressed in the Agreement.

Term Information

Term of Offer

VFA reserves the right to reject this Statement of Work if it is not signed and returned to VFA, sent to Joseph J. Xavier, PMP (j.xavier@gordian.com), by April 17, 2023.

Term of Service

Professional Services ordered hereunder will be available to Client for 365 days from Statement of Work Effective Date. After such date, the right to receive any unused portion of the Services defined will be forfeited, unless otherwise agreed to by both parties (however the obligation for payment for all services set forth in this SOW shall remain). No forfeiture will occur, as long as the parties are diligently working to completion.

Client Contact Information

Client SOW Contact

Name: Lynne McKenney
Email: lmckenney@cromwell.k12.ct.us
Phone: 860-632-4834

Client Billing Information

All Invoices will be sent to the Billing Contact on file, unless information is otherwise provided.

Service Fees**Fixed Fee Services**

Service Description	List Fee	Sourcewell Discounted Fee
Facility Condition Assessments (Buildings + Site) with Presentation Development & Delivery	\$71,142	\$60,471
VFA Facility Core Training	\$11,000	\$9,900
TOTAL:	\$82,142	\$70,371

- All Service Fees have Sourcewell Awarded contract number 020421-ACT discounts applied
- Optional Flex PS is not included in the proposal pricing...if Client would like to exercise this option, a new SOW will be sent for execution.
- See detailed Scopes of Work (above) for more information

Payment Summary**Milestone Billing**

Assessment Services Billing Milestones				
#	% of Fee	Amount	Description	Timing
1	10%	\$6,047	Facility Condition Assessments - SOW Signing - Milestone 1	On SOW Signing
2	20%	\$12,094	Facility Condition Assessments - Milestone 2	30% Project Completion
3	60%	\$36,283	Facility Condition Assessments - Milestone 3	90% Project Completion
4	10%	\$6,047	Facility Condition Assessments - Milestone 4	Upon Final Deliverable Approval
Total	100%	\$60,471		

Professional Services Billing Milestones				
#	% of Fee	Amount	Description	Timing
1	100%	\$9,900	VFA Facility Core Training - SOW Signing - Milestone 1	On SOW Signing
Total	100%	\$9,900		

Service Terms**GENERAL**

- 1.1 Above fees include reasonable and customary expenses, unless otherwise noted in the Scope of Work details (see below)
- 1.2 All fees exclude applicable taxes.
- 1.3 VFA reserves the right to request a change order should the number of assets or the square footage change

PAYMENT TERMS

- 2.1 **Invoicing:** Charges for this SOW will be invoiced according to the terms below. Payment will be due within 30 days of invoice date.
- 2.2 **Milestone Billing:** VFA will invoice per the Milestone Billing table displayed above in the Payment Summary section.
- 2.3 **Timing:** For Milestones set to invoice "On SOW Signing", these invoices will be processed once the internal project(s) are created in VFA's invoicing system and will typically be delivered to Client within 30 to 60 days of SOW Signing.

Acknowledged and Agreed by the Duty Authorized Representatives of the Parties

Client:	VFA Inc.
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Effective Date:
PO Required? Yes [] No [] If Yes, PO must be provided.	
Tax exempt? Yes [] No [] If Yes, Tax Exemption Certificate must be provided.	

Software Subscription Quote

30 Patewood Drive
Suite 350
Greenville, SC. 29615

Web: www.gordian.com



Client Information

Client Name:	Cromwell Public Schools	Client Contact Name:	Lynne McKenney
Bill To:	9 Captain James Mann Memorial Drive, Cromwell, CT 06415	Client Contact Email:	lmckenney@cromwell.k12.ct.us
Ship To:	9 Captain James Mann Memorial Drive, Cromwell, CT 06415	Client Contact Phone:	860-682-4334
Billing Email:	lmckenney@cromwell.k12.ct.us		

Quote Information

Quote #:	Q-CRO_001	Quote Expiration:	April 17, 2023
Start Date:	July 1, 2023	End Date:	June 31, 2024
Invoice Frequency:	Annual		

SaaS Information and Fees

Product Subscription Fees	Quantity/ Metric	Year 1 Invoice Period Beginning [7/1/23]	Year 2 Invoice Period Beginning [7/1/24]	Year 3 Invoice Period Beginning [7/1/25]	Year 4 Invoice Period Beginning [7/1/26]	Year 5 Invoice Period Beginning [7/1/27]	Total Fees Initial Term
VFA Facility (Capital Planner)	Up to 1,000,000 GSF	\$7,500	\$7,875	\$8,269	\$8,682	\$9,116	\$41,442
Total Committed Fees		\$7,500	\$7,875	\$8,269	\$8,682	\$9,116	\$41,442

Document Q-CRO_001

Additional Terms

- 1 VFA, Inc., a subsidiary of The Gordian Group, Inc., (VFA) shall grant a license to access the SaaS Services for the non-cancelable period listed above ("Committed SaaS Term"). The maximum annual increase to fees during the Committed SaaS Term shall not exceed 5 percent. Thereafter, the SaaS Services shall automatically renew at the then current fees.
- 2 All fees shall be due and payable within thirty (30) days of the date of VFA's invoice. All fees listed exclude any applicable taxes.
- 3 The pricing and offer in this Order Document are provided in return for an executed Order Document received by Gail Davenport by the Quote Expiration date listed above.
- 4 Use of the SaaS Service and this Order Document are subject to the terms and conditions of the Agreement dated _____, between Cromwell Public Schools and VFA, Inc.
- 5 Support Terms and Conditions are outlined in the Gordian Customer Support Policy document, available upon request.
- 6 Overages - Any overages over the committed metric amount will be invoiced 30% over the average metric price of the current year's fees. Overages, if any, will be assessed and invoiced quarterly. Not charging for overages is not a waiver of those overages, VFA retains the right to retroactively true-up metric counts. Overages will continue to be invoiced until such time the committed metric amount is changed to reflect overages.

Acknowledged and Agreed by the Duly Authorized Representatives of the Parties

Client: Cromwell Public Schools	VFA, Inc.
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Effective Date:
PO Required? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, PO must be provided.	
Tax exempt? Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes, Tax Exemption Certificate must be provided.	

Document Q-CRO_001

Master Agreement

This MASTER AGREEMENT (this “**Agreement**”) is entered into between VFA, Inc., a Delaware corporation with its principal place of business at 30 Patewood Drive, Suite 350, Greenville, SC 29615 (“**VFA**”) and _____ with its principal place of business at _____ (“**Client**”). The effective date of this Agreement is _____ (“**Effective Date**”).

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.

- 1.1. “**VFA Software**” is each VFA-developed and/or VFA-owned software product in machine readable object code (not source code) and any Updates, Upgrades, or revisions to such software.
- 1.2. “**Agreement**” includes this Master Agreement its exhibits, as well as any documents, amendments, order forms, statements of work (SOW), or other relevant documentation that is attached hereto and/or included by reference.
- 1.3. “**Affiliate**” is an entity that is a subsidiary of or under common control of the applicable entity.
- 1.4. “**Authorized User(s)**” are (i) Client’s employees, and (ii) Client’s consultants, contractors, or agents, approved in writing by VFA (which will not be unreasonably withheld, conditioned, or delayed) it being understood that VFA may reasonably withhold approval for competitors of VFA.
- 1.5. “**Change of Control**” means (i) the sale of all or substantially all of its stock or assets of a party to another entity; (ii) any merger, consolidation, or acquisition of a party with an entity that is not an Affiliate; or (iii) any change in the ownership of more than 50% of the voting capital stock of a party in one or more related transactions.
- 1.6. “**Client Data**” is data, excluding Resultant Data (defined below), that Client provides, generates, transfers, or makes available to VFA under this Agreement.
- 1.7. “**Documentation**” is paperwork, manuals, or other types of instruction regarding use of the Software made available to Client by VFA in electronic format (or in print upon request), including but not limited to user instructions, release notes, manuals, and help files.
- 1.8. “**Fees**” are any monetary amounts set forth in this Agreement to be paid to VFA by Client.
- 1.9. “**License Metrics**” are the limitations on the license for SaaS Services, based on usage and set out in an Order Document; License Metrics are measured by a certain term, including but not limited to number of leases, square footage, number of locations, or reports.
- 1.10. “**Malicious Code**” includes computer viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs.
- 1.11. “**Maintenance**” is the collective support services for the Software, including but not limited to the provision of Updates for the Services ordered. Maintenance is subject to VFA’s Support and Maintenance Policy (as may be amended by VFA) in effect at the time the services are provided. For the avoidance of doubt, Maintenance expressly excludes Professional Services.
- 1.12. “**Order Document**” is a document or set of documents executed by the parties which describes order-specific information and incorporates by reference the terms of the Agreement. An Order Document may not be specifically called an Order Document; it can be referred to by another name, such as a statement of work. Any Software or SaaS Services provided via an Order Document are subject to the terms and conditions of this Agreement.
- 1.13. “**Overages**” Any use of the Software or SaaS over the committed metric amount.
- 1.14. “**Partner**” is a third-party vendor or subcontractor under an agreement with VFA to provide services in support of VFA’s SaaS Services and/or Software, as well as any other obligations under this Agreement.
- 1.15. “**Partner Software**” is software (in object code form), and any of its Updates, upgrades, or revisions, including Documentation, that is owned by a Partner and provided to Client by VFA on a pass-through, reseller, or original equipment manufacturer (OEM) basis.
- 1.16. “**Professional Services**” are services provided by VFA, or an authorized Partner, as set forth in the Agreement; these may include, but are not limited to data conversion, implementation, site planning, configuration, integration and deployment of the SaaS Services, training, project management, assessment services and other consulting services.
- 1.17. “**Resultant Data**” is aggregated and anonymized data and information, including Client Data and Usage Data, relating to Client’s use of the Services. Resultant Data is aggregated and anonymized so that no identifiable information is present and may be used by VFA, in any form, for any lawful purpose.
- 1.18. “**SaaS Services**” is the provision of the Software, hosted by VFA or its Partners and accessed via the internet, as a service and as set forth on an applicable Order Document.
- 1.19. “**Software**” includes both the VFA Software and any applicable Partner Software.

- 1.20. **"Support"** is a service in which VFA provides technical support for the services and is provided pursuant to VFA's Support and Maintenance Policy available in the support portal (as may be amended by VFA) in effect at the time the services are provided. For the avoidance of doubt, Support expressly excludes Professional Services.
- 1.21. **"Upgrades"** are the new products or functionality for which VFA generally charges a separate fee.
- 1.22. **"Updates"** are the error corrections, modifications, or security or product enhancements which VFA makes generally available to its customers as part of the Maintenance.
2. **ORDER OF PRECEDENCE; ENTIRE AGREEMENT.** In the event of a conflict between this Agreement and any Order Document or document contemplated by this Agreement, this Agreement shall prevail, unless such document explicitly states that it supersedes this Agreement and is executed by both parties. This Agreement will supersede any terms of Client purchase orders, receipts, or other Order Document, and such terms shall have no effect. This Agreement, including any applicable Order Documents, cancels and supersedes all prior or contemporaneous oral or written communications, agreements, requests for proposals, proposals, conditions, representations, and warranties, or other communication between the parties relating to its subject matter and constitutes the parties' entire agreement relating to its subject matter. No modification to the Agreement will be binding unless in writing and signed by an authorized representative of each party.
3. **INTELLECTUAL PROPERTY.** Except for rights expressly granted under this Agreement, nothing in this Agreement shall transfer any of either party's Intellectual Property rights to the other, and each party will retain an exclusive interest in and ownership of its Intellectual Property. "Intellectual Property" includes, without limitation, inventions, technology, patent rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, logic, coherence and methods of operation of systems, and training methodology and materials. VFA's Intellectual Property includes, but is not limited to, any work that VFA creates, acquires, or otherwise has rights in, including any works created pursuant to this Agreement, except for any portion of such works that consist of Client's Intellectual Property. Client Data will be considered Client's Intellectual Property, except for Resultant Data, which will not be considered a derivative of Client Data. VFA may, in connection with the performance of services hereunder, create, employ, provide, modify, acquire, or otherwise obtain rights in, and any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, whether or not perfected, filed, or recorded.
4. **FINANCIAL TERMS.**
 - 4.1. **Fees and Payment Terms.** Fees shall be specified in the applicable Order Document and, unless stated otherwise, are denominated and payable in United States Dollars (USD) and due within 30 days of the date of invoice. VFA is not responsible for any payment conditions that are not expressly stated in this Agreement or any applicable Order Document. Overages will be invoiced 30% over the average metric price of the current year's fees. Overages, if any, will be assessed and invoiced quarterly. Not charging for overages is not a waiver of those overages, VFA retains the right to retroactively true-up metric counts. Overages will continue to be invoiced until such time the committed metric amount is changed to reflect overages
 - 4.2. **Overdue Charges.** In the event that any Fees due and owing to VFA are not received by the due date, then VFA may: (i) charge interest on any past due balances at the lesser of: (a) 1½% per month, or (b) the highest rate allowed by law, and (ii) be entitled to condition future purchases on shorter payment terms. Client acknowledges that, if it fails to provide a purchase order number when required for payment, or it delays payment by requesting payment conditions not set forth in the Agreement, VFA's right to pursue overdue charges will not be waived.
 - 4.3. **Suspension of Services.** In the event any Fees due and owing are 30 or more days overdue from the last day of the initial 30-day payment period, VFA may, after providing notice to Client, and without limiting any of its other rights and remedies: (i) suspend, terminate, or otherwise deny Client access to or use of, all or any part of the Services, and (ii) require full payment of the overdue amount, and any other amount due and owing, prior to additional or continued performance by VFA.
 - 4.4. **Taxes.** Unless expressly provided otherwise in this Agreement or any applicable Order Document, the prices in the Agreement do not include taxes. Client agrees to pay any applicable taxes arising out of the Agreement, other than those based on VFA's net income. If Client is tax-exempt, Client agrees to provide VFA a copy of its tax-exempt certificate prior to execution of an Order Document. Client shall be responsible for any liability or expense incurred by VFA as a result of Client's failure or delay in paying taxes due.
 - 4.5. **Out-of-Pocket Expenses.** Unless otherwise noted within the Agreement, any reasonable direct out-of-pocket expenses incurred by VFA in its performance of Professional Services for Client will be invoiced in addition to any applicable Fees

due and owing. These expenses typically include but are not limited to airfare, lodging, employee meals, and sales, use, or similar (VAT, GST) taxes associated with those expenses.

- 4.6. **Compliance/Audit.** VFA may audit Client's use of the Services at any time during the Term and at termination. Client (i) acknowledges that the Software includes a License Metric management component that tracks Software usage, and (ii) agrees not to impede, disable, or otherwise undermine operation of such management component. Upon written request, Client shall make available to VFA any records that show Client's compliance with the terms of this Agreement. If such audit determines that Client's use of the Services exceed the usage permitted by the Order Document ("**Overage**"), Client shall pay to VFA: (a) all amounts due for previous and continuing excess use, and (b) the costs resulting from such audit. Any Overages will be assessed and invoiced by VFA. If VFA fails to charge for Overages, such failure to charge is not a waiver of those Overages and VFA retains the right to charge for those Overages. Overages will continue to be invoiced until such time the permitted usage amount is changed to reflect Overages.
- 4.7. **Purchase Orders.** In the event that Client requires a Purchase Order in order to process the license or purchase of any VFA-provided services, both parties agree that those services may be suspended or delayed until VFA's receipt of the Purchase Order

5. CONFIDENTIALITY

- 5.1. **Defined.** One party ("**Disclosing Party**") may expose or provide to the other party ("**Receiving Party**") Disclosing Party's confidential and proprietary information, including but not limited to information designated as confidential in writing, or information which the Receiving Party should know is confidential and proprietary ("**Confidential Information**"). Confidential Information includes, but is not limited to: the terms and conditions (but not the existence) of the Agreement, all trade secrets, software, source code, object code, specifications, documentation, business plans, customer lists and customer-related information, financial information, proposals, budgets as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of VFA and its licensors relating to or embodied in the Hardware, Software, or Documentation. Placement of a copyright notice on any portion of the Software will not be construed to mean that such portion has been published and will not diminish any claim that such portion contains VFA's Confidential Information. For the avoidance of doubt, VFA's Intellectual Property is Confidential Information.
- 5.2. **Non-Disclosure.** The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized dissemination and will use the same degree of care that it uses to protect its own confidential information, but in no event less than a reasonable amount of care. Neither party will use Confidential Information of the other party for purposes other than those necessary to directly further the purposes of the Agreement. Except as otherwise expressly permitted herein, the Receiving Party shall not disclose Disclosing Party's Confidential Information to any person or entity other than the Receiving Party's officers, or employees who (i) need access to such Confidential Information in order to effect the intent of this Agreement, and (ii) have entered into written confidentiality agreements, or are bound by professional responsibility obligations, which protect the Disclosing Party's Confidential Information sufficient to enable the Receiving Party to comply with its obligations of confidentiality under this Agreement.
- 5.3. **Exceptions.** Information shall not be considered Confidential Information to the extent, but only to the extent, that the Receiving Party can establish that such information (i) is or becomes generally known or available to the public through no fault of the Receiving Party; (ii) was in the Receiving Party's possession before receipt from the Disclosing Party; (iii) is lawfully obtained from a third party who is not under any confidentiality obligations and has the right to disclose; or (iv) has been independently developed by the Receiving Party without reference to Disclosing Party's Confidential Information.
- 5.4. **Compelled Disclosure.** Receiving Party may disclose Disclosing Party's Confidential Information if it is compelled by law to do so, provided that the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest such disclosure.
- 5.5. **Other Permitted Disclosures.** Notwithstanding the foregoing confidentiality obligations, a party may provide a copy of this Agreement to the following persons and/or entities, who are under obligations of confidentiality substantially similar to those set forth in this Agreement: potential acquirers, merger partners, lenders, and investors and to their employees, agents, attorneys, investment bankers, lenders, financial advisors, and auditors in connection with the due diligence review of such party. A party may also provide a copy of this Agreement to the party's outside accounting firm and legal advisors and in connection with any litigation or proceeding relating to this Agreement.

6. LIMITED RIGHTS AND OWNERSHIP

- 6.1. **Reservation of Rights.** All rights not expressly granted in the Agreement are reserved by VFA and its Partners. Client acknowledges that: (i) all Software is licensed and not sold; (ii) Client acquires only the right to use the Software, Professional Services, or SaaS Services, and VFA and its Partners shall retain sole and exclusive ownership of and all

rights, title, and interest in the Protected Materials, including (whether developed by VFA, Client, or a third party): (a) intellectual property embodied or associated therewith; (b) deliverables and work product associated therewith; (c) all copies and derivative works thereof; and (d) the Protected Materials, including the source and object codes, logic and structure, which constitute valuable trade secrets of VFA and its Partners. **"Protected Materials"** as used herein means Software, Professional Services, or VFA's or its Partners' intellectual property or Confidential Information. Client agrees to secure and protect the Protected Materials consistent with the maintenance of VFA's and its Partners' rights set forth in this Agreement.

- 6.2. **Restrictions.** Client shall not itself, or through any Affiliate, employee, consultant, contractor, agent, or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, adapt, translate, reverse engineer or otherwise attempt to make any changes to or derive source code, algorithms, tags, specifications, architecture, structure or other elements from the Protected Materials, in whole or in part, for any purpose; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Client's employees who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of the Agreement; (iv) write or develop any derivative works based upon the Protected Materials; (v) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vi) disclose or publish, without VFA's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; (vii) allow any access to or use of the Protected Materials by any third party without VFA's prior written consent for any purpose, including but not limited to outsourcing, installation, upgrade and customization services; or (viii) otherwise use or copy the Protected Materials except as expressly permitted herein.
- 6.3. **Enforcement.** Client shall (i) ensure that all users of the Software comply with the terms and conditions of the Agreement, (ii) promptly notify VFA of any actual or suspected violation thereof and (iii) cooperate with VFA with respect to investigation and enforcement of the Agreement.
7. **PRIVACY.** Client represents and warrants that, before providing personal information to VFA or its agents, it will comply with any laws applicable to the disclosure of personal information, including providing notices to or obtaining consent from third parties to allow sharing of their personal information with VFA under the Agreement, as further set forth in Exhibit C. VFA will take reasonable measures to protect the security of such personal information transferred by Client to VFA. VFA is not a creator, user, or recipient of individually identifiable health information or of any other information that qualifies as "Protected Health Information" under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and therefore is not a "business associate" under HIPAA. Neither party to this Agreement contemplates or intends that VFA will be exposed to any Protected Health Information in connection with any of the services or goods to be provided hereunder.
8. **CLIENT DATA.**
 - 8.1. **Client Data.** Client retains sole and exclusive ownership to any and all Client Data, and Client shall be responsible for the accuracy, quality, integrity and legality of Client Data and of the means by which it acquired Client Data.
 - 8.2. **Copy of Client Data.** Upon termination of the applicable SaaS Service, Software, or applicable license (as set forth in Exhibit A), and no longer than 30 days following termination of the Agreement, Client may request in writing a copy of Client Data in a format mutually acceptable to the parties (**"Exported Copy"**). Provided Client is not in breach of any of its obligations under the Agreement, and upon Client's written request and payment of the applicable Fees (of which a then-current fee schedule will be provided upon request), VFA will provide such Exported Copy. For the avoidance of doubt, Client will have full access to its Client Data throughout the Term; the Exported Copy is applicable only when Client requests that VFA provide Client Data in a certain format. Client acknowledges and agrees that VFA shall have no obligation to maintain Client Data after 30 days from termination.
9. **INDEMNIFICATION.**
 - 9.1. **VFA Indemnification.** VFA will indemnify, defend, or hold harmless the Client from any action, suit or proceeding brought against Client by a third party alleging that the SaaS Services used in accordance with this Agreement infringe a third party's intellectual property right (**"Claim"**) and VFA will indemnify Client against all damages and costs finally awarded, or those costs and damages agreed to in a monetary settlement of such action, which are attributable exclusively to such Claim, provided that Client: (i) gives prompt written notice of the Claim to VFA; (ii) gives VFA sole control of the defense and settlement of the Claim (provided that VFA may not settle any Claim against Client unless it unconditionally releases Client of all liability); and (iii) provides VFA, at VFA's expense, with all reasonable information and assistance relating to the Claim and reasonably cooperates with VFA and its counsel. VFA has no obligation to the extent any Claim results from: (1) Partner Software, (2) the combination, operation, or use of the SaaS Services with

software or data not provided or approved by VFA, or (3) Client's breach of this Agreement. If it is adjudicated that an infringement of the SaaS Services, by itself and used in accordance with the Agreement, infringes upon any third party intellectual property right, VFA shall, at its option: (i) procure for Client the right to continue using the SaaS Service; (ii) replace or modify the same so it becomes non-infringing; or (iii) terminate the affected SaaS Service and Client's rights thereto and provide Client a refund of the pre-paid but unused portion of the SaaS Service fees paid to VFA for the affected SaaS Service. THIS SECTION STATES VFA'S ENTIRE OBLIGATION TO CLIENT AND CLIENT'S SOLE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

- 9.2. **Client Indemnification.** Client will indemnify, defend, or hold harmless VFA from any action, suit, or proceeding brought against VFA by a third party alleging that the Client Data, or Client's use of the SaaS Services in violation of this Agreement, infringes the intellectual property rights of, or has otherwise harmed, a third party, and Client will indemnify VFA against all damages and costs finally awarded or those costs and damages agreed to in a monetary settlement of such action, which are attributable exclusively to such claim, provided that VFA: (i) provides prompt written notice of the claim to Client; (ii) gives Client sole control of the defense and settlement of the claim (provided that Client may not settle any claim unless it unconditionally releases VFA of all liability); and (iii) provides Client, at Client's expense, with all reasonable information and assistance relating to the claim and reasonably cooperates with Client and its counsel. THIS SECTION STATES CLIENT'S ENTIRE OBLIGATION TO VFA AND VFA'S SOLE REMEDY FOR ANY CLAIM FOR INDEMNIFICATION.

10. WARRANTIES.

- 10.1. **Warranties.** For 90 days following the effective date of the Order Document for the initial purchase of any VFA Software, VFA warrants that (i) the VFA Software will perform materially in conformance with the applicable Documentation and this Agreement; and (ii) all Professional Services shall be provided in a good and workmanlike manner and shall materially comply with the functionality set forth in an applicable Order Document, if any.
- 10.2. **Remedies.** If the VFA Software does not conform to the warranty set forth in Section 10.1(i) above or the Professional Services are not performed consistent with the warranty set out in Section 10.1(ii) above, Client shall promptly notify VFA in writing of such claim. As Client's exclusive remedy for any claim under this warranty and provided that such claim is determined by VFA to be VFA's responsibility, VFA shall, within 30 days of its receipt of Client's written notice, (i) re-perform the affected Professional Services so that they are conforming; (ii) provide Client with a plan reasonably acceptable to Client for re-performing the affected Professional Services if such Professional services cannot be re-performed within 30 days; or (iii) use commercially reasonable efforts to correct any non-conformity with the VFA Software. The preceding warranty cure shall constitute VFA's entire liability and Client's exclusive remedy for breach of the warranty set forth herein.
- 10.3. **Exclusions.** VFA is not responsible for any claimed breach of any warranty set forth in section 10.1 caused by: (i) modifications made to the services by anyone other than VFA or its Partners; (ii) the combination, operation, or use of the services with any items not provided by VFA; (iii) VFA's adherence to Client's specifications or instructions; (iv) errors caused by or related to internet connectivity, (v) Client deviating from the services operating procedures described in the Documentation, or (vi) Partner Software, which is pursuant to the original licensor's warranty, if any.
- 10.4. **Partner Software.** Client acknowledges that certain SaaS Services may contain Partner Software, and VFA may add and/or substitute functionally equivalent products for any Partner Software in the event of product unavailability, end-of-life, or changes to software requirements. VFA makes no warranty with respect to any Partner Software.
- 10.5. **Disclaimer.** EXCEPT AS SET FORTH ABOVE, VFA, ITS LICENSORS, AND ITS SUPPLIERS MAKE NO WARRANTIES OF ANY KIND, AND VFA, ITS LICENSORS, AND ITS SUPPLIERS EXPRESSLY DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY SAAS SERVICES ARE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION, OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT AND/OR PARTNER SOFTWARE WILL BE ACCURATE, RELIABLE, AND ERROR-FREE, AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. NO ADVICE, GUIDANCE, STATEMENT, OR INFORMATION GIVEN BY VFA, ITS AFFILIATES, CONTRACTORS, OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN.
- 10.6. NOTHING CONTAINED IN THIS SECTION (WARRANTIES) SHALL AIM TO LIMIT ANY LIABILITY TO THE EXTENT PROHIBITED BY LAW.

11. LIMITATION OF LIABILITY

- 11.1. **Limitation of Liability.** EXCEPT FOR CLAIMS RELATED TO EITHER PARTY'S BREACH OF CONFIDENTIALITY, CLIENT'S (a) BREACH OR INFRINGEMENT OF GORDIAN'S INTELLECTUAL PROPERTY RIGHTS, OR (b) CLIENT'S OBLIGATION TO PAY FEES DUE HEREUNDER, TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL LIABILITY (INCLUDING

ATTORNEYS FEES AWARDED UNDER THE AGREEMENT) TO THE OTHER FOR ANY CLAIM UNDER THIS AGREEMENT WILL BE LIMITED TO THE FEES PAID FOR THE PRIOR TWELVE (12) MONTHS FOR THE PRODUCT OR SERVICE WHICH IS THE SUBJECT MATTER OF THE CLAIM. NOTWITHSTANDING THE FOREGOING, THE ABOVE LIMITATIONS SHALL NOT APPLY TO CLIENT'S OBLIGATIONS TO PAY VFA ANY AMOUNTS SET FORTH UNDER SECTION 4. FINANCIAL TERMS.

- 11.2. **Exclusion of Indirect and Consequential Damages.** EXCEPT FOR CLAIMS RELATED TO EITHER PARTY'S BREACH OF CONFIDENTIALITY, CLIENT'S (a) BREACH OR INFRINGEMENT OF GORDIAN'S INTELLECTUAL PROPERTY RIGHTS, OR (b) CLIENT'S OBLIGATION TO PAY FEES DUE HEREUNDER, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, TREBLE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), COST OF REPLACEMENT, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT A PARTY HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES
- 11.3. **Time to Bring Action.** EXCEPT FOR NON-PAYMENT OF ANY FEES DUE TO VFA, NO CLAIM ARISING OUT OF THE AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT MORE THAN THE SHORTER OF: (i) ONE YEAR, OR (ii) THE MINIMUM PERIOD ALLOWED BY LAW AFTER THE CAUSE OF ACTION HAS OCCURRED.
- 11.4. **Damages Prohibited by Law.** NOTHING CONTAINED IN THIS SECTION SHALL AIM TO LIMIT ANY LIABILITY TO THE EXTENT PROHIBITED BY LAW.
- 11.5. **Survival.** THIS SECTION SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY.

12. TERM AND TERMINATION

- 12.1. **Agreement Term.** The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until the expiration or termination of all Order Documents, unless otherwise terminated earlier as provided hereunder.
- 12.2. **Termination.** Either party may terminate the Agreement, including all Order Documents, immediately upon written notice in the event: (i) that the other party commits a non-remediable, material breach of the Agreement, or if the other party fails to cure any remediable material breach or provide a written plan of cure acceptable to the noticing party within 30 days of being notified in writing of such breach; or (ii) of institution of bankruptcy, receivership, legal insolvency, reorganization, or other similar proceedings by or against the other party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof, if such proceedings have not been dismissed or discharged within 30 days after they are instituted; or the legal insolvency of, making of an assignment for the benefit of creditors of, the admittance of any involuntary debts as they mature by, or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the United States Bankruptcy Code. Where a party has a right to terminate the Agreement, the terminating party may, at its discretion, either terminate the Agreement in whole or terminate only the applicable Order Document. Order Documents that are not terminated shall continue in full force and effect under the terms of this Agreement. Upon expiration or termination of this Agreement by VFA or Client, Client shall promptly cease all use of the Software and shall either securely destroy or securely transfer, at VFA's sole discretion, all Software, and securely delete existing copies (unless storage of any data is required by applicable law, and if so, Client shall notify VFA of such requirement).
- 12.3. **Termination Refund or Payment Obligations.** In the event Client terminates this Agreement pursuant to Section 12.2, VFA shall refund all pre-paid but unused Software fees to Client. Termination of this Agreement by VFA pursuant to Section 12.2 shall not excuse Client's obligation to pay in full any and all amounts due and owing, nor shall such termination result in a refund of Fees paid.
- 12.4. **Survival.** The following provisions will survive any termination or expiration of the Agreement: Sections 1, 3, 4, 5, 6, 8.2, 9, 11, 12.3 12.4, and 13.

13. GENERAL PROVISIONS

- 13.1. **Force Majeure.** To the extent that a delay or failure to perform all or any part of this Agreement or applicable Order Document is caused, in whole or in part, by events, occurrences, or causes beyond the control and without any negligence on the part of the party seeking protection under this Section, neither party shall have the right to terminate the Agreement or any Order Document, and neither party shall incur any liability to the other party on account of any loss, claim, damage, or liability resulting from such delay or failure to perform. Such events, occurrences, or causes shall include, without limitation, acts of God, acts of government, flood, fire, explosions, earthquakes, civil unrest, acts of war, acts of terrorism, epidemics, pandemics, strikes, lockouts, riots or other labor problems, computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within VFA's possession or reasonable control, and denial of service attacks ("Force Majeure

- Events”).** Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused, however, either party may terminate the Agreement or an Order Document due to a Force Majeure Event extending beyond 90 days.
- 13.2. **Assignment, Subcontracting.** In the event of a Change of Control, either party may assign this Agreement in its entirety (including all Order Documents) to its parent company or other affiliated company. In the event such assignment is not subject to the foregoing, neither party may assign the Agreement or any of its rights and obligations herein without the other party’s prior written consent (which shall not be unreasonably withheld). In the event of an assignment due to a Change of Control, VFA will have the right to: (i) adjust the costs set forth in the Agreement in order to reflect any change to the Software and/or services; and (ii) invoice additional Fees for the transition of Software and/or services to the new Client party. VFA may subcontract any of its obligations hereunder, provided that VFA shall be primarily responsible for all acts and omissions of its subcontractors.
- 13.3. **Notice of U.S. Government Restricted Rights.** If the Client hereunder is the U.S. Government, or if the Software is acquired hereunder on behalf of the U.S. Government with U.S. Government federal funding, notice is hereby given that the Software is commercial computer software and documentation developed exclusively at private expense and are furnished as follows: “U.S. GOVERNMENT RESTRICTED RIGHTS. Software and the Protected Rights delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software and/or the Protected Rights by or on behalf of the U.S. Government shall be subject to this Agreement and the restrictions contained in FAR 52.227-19, Commercial Computer Software License - (December 2007)”.
- 13.4. **Export.** Client shall fully comply with all relevant and applicable export laws and regulations of the United States to ensure that (i) the Software and/or Protected Rights are not exported, directly or indirectly, in violation of United States law, export embargo, prohibition, or restriction, and (ii) no Software is accessed or used in violation of any United States law, export embargo, prohibition, or restriction.
- 13.5. **Non-Solicitation.** During the term of this Agreement, and for a period of one year following its termination, neither party will solicit for employment, directly or through other parties, without the other party’s written permission, any individual employed by the other party that is involved in the performance of this Agreement, provided however that the solicitation or hiring of individuals responding to general public marketing and recruiting advertisements and events shall not be a violation of this provision; only active, targeted solicitation is prohibited.
- 13.6. **Equal Opportunity Employer.** VFA’s employment decisions are not based on an employee’s race, color, religion or belief, national, social or ethnic origin, sex (including pregnancy), age, physical, mental, or sensory disability, HIV status, sexual orientation, gender identity and/or marital, civil union, or domestic partnership status, past or present military service, medical or genetic information, family or parental status, or any other status protected by the laws or regulations in the locations where we operate.
- 13.7. **Notices.** Any notice sent pursuant to this Agreement shall be delivered (i) by hand, overnight courier, or registered mail, return receipt requested, to the address of the parties set forth in the Agreement, or to such other address of the parties designated in writing in accordance with this subsection, or (ii) by e-mail to legal@gordian.com.
- 13.8. **Relationship.** This Agreement does not and is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.
- 13.9. **Marketing.** Client agrees to allow VFA to list Client’s name and logo on the Gordian website, which will be listed no more prominently than any other client. Upon Client’s prior written consent, Client agrees to: (a) allow VFA to publish one press release announcing Client’s selection of VFA, which will not be published without Client’s prior consent (which consent shall not be unreasonably withheld); (b) after completion of implementation of the Software, assist VFA in the creation of a case study on the Client’s success using the Software; and (c) after go-live of the Software, provide a video testimonial on the success of the Software. VFA agrees to minimize the time required by the Client’s resources in the creation of the case study. The Client’s role will be to provide information and review the case study for approval. The case study will not be published without prior written consent of Client (which consent shall not be unreasonably withheld); VFA will bear all costs related to the production and publication of this video, and Client will bear no cost at all from this effort. Client has final edit rights on this video, and Client approves use of this video on the Gordian website.
- 13.10. **Invalidity.** If any provision of the Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 13.11. **No Waiver.** Any waiver of the provisions of this Agreement, or of a party’s rights or remedies under the Agreement, must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by either of the parties of a breach or of a default under any of the provisions of the Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights, or privileges hereunder. The rights and remedies provided under this Agreement are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law

or in equity. Failure, neglect, or delay by a party to enforce the provisions of the Agreement or its rights or remedies at any time, shall not be construed and deemed to be a waiver of such party's rights under the Agreement and shall not in any way affect the validity of the whole or any part of the Agreement or prejudice such party's right to take subsequent action.

- 13.12. **No Third-Party Beneficiaries.** This Agreement is for the benefit of the parties and their successors, permitted assigns, and does not confer any rights or benefits on any third party, including any employee, client, or employee of a client or a party. Notwithstanding the above, the parties acknowledge that all rights and benefits afforded to VFA under the Agreement shall apply equally to the owner of the Partner Software with respect to the Partner Software, and such third party is an intended third-party beneficiary of the Agreement, with respect to the Partner Software.
- 13.13. **Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the state or federal courts located in the State of South Carolina to whose exclusive jurisdiction the parties hereby consent. For purposes of establishing jurisdiction in South Carolina under this Agreement, each party hereby waives, to the fullest extent permitted by applicable law, any claim that: (i) it is not personally subject to the jurisdiction of such court; (ii) it is immune from any legal process with respect to it or its property; and (iii) any such suit, action, or proceeding is brought in an inconvenient forum. The parties agree that this contract is not a contract for the sale of goods and shall not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code or the Uniform Computer Information Technology Act, or any references to the United National Convention on Contracts for the International Sale of Goods. Both parties irrevocably waive any right to a trial by jury.
- 13.14. **Drafting.** The Agreement shall not be construed in favor of or against a party based on the author of the document.
- 13.15. **Counterparts.** The Agreement may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Agreement, and that facsimile, electronically or digitally signed, and/or PDF-scanned copies of signatures shall be as effective and binding as original signatures.
- 13.16. **Insurance.** VFA and each of its subsidiaries are insured by insurers of recognized financial responsibility against losses and risks in amounts that VFA's management believes to be prudent and customary in the businesses and industries in which they are engaged. Neither VFA nor its subsidiaries have been denied insurance coverage and neither VFA nor its subsidiaries have any reason to believe that it will be unable to: (i) renew its existing insurance coverage when such coverage expires, or (ii) obtain similar coverage as may be necessary to continue its business and not adversely affect the condition, earnings, business, or operations of VFA and its subsidiaries. Relevant insurance coverage information will be provided to Client through the Due Diligence Package (defined below).
- 13.17. **Due Diligence Package.** Upon request, but no more than once per year, VFA shall provide to Client a package with the client facing information relevant to the services being licensed and/or purchased that VFA has available and routinely provides to other clients ("Due Diligence Package"). The Due Diligence Package is VFA's Confidential Information.

IN WITNESS WHEREOF, the duly authorized representatives of the parties agree to the terms and conditions of this Agreement.

VFA, INC.

Sign:

Print Name:

Title:

Date:

Sign:

Print Name:

Title:

Date:

Exhibit A: SaaS-Specific Terms and Conditions

1. **SaaS SERVICES LICENSE.** Subject to the terms of this Agreement, VFA grants to Client and its Affiliates, for the Term of each Order Document, the non-exclusive, non-assignable, royalty-free, and worldwide right to access and use the SaaS Services set forth in such Order Document for Client's internal business purposes. Purchased SaaS Services may be accessed by Client and used to manage the License Metrics specified in the Order Document. Client may purchase additional License Metrics, subject to an additional Order Document at the then-current price in effect, prorated for the remainder of the then-current term of such Order Document. The term of the added License Metrics will be concurrent with the term of the Order Document. Fees are based on SaaS Services and License Metrics purchased, and not actual usage.
 - 1.1. **SaaS Environment.** Client is responsible for obtaining and maintaining, at its own expense, all equipment needed to access the SaaS Services, including but not limited to Client's internet access.
 - 1.2. **Support Services.** Subject to Client's payment of applicable Fees, VFA will provide to Client the Support services applicable to each SaaS Service purchased. All Support shall be provided in accordance VFA's standard support policy available at <https://www.gordian.com/tgg/policy/Gordian-Support-Policy-2021.pdf>
 - 1.3. **Backups and Restoration Services.** In consideration of the Fees, Client may, no more than once annually, request in writing a backup copy of Client Data in VFA's standard format ("**Backup Copy**"). Provided Client is not otherwise in breach of the Agreement, and upon written request and subject to Client's payment of applicable Fees (for which a then-current fee schedule will be provided upon request), VFA will perform database restoration services.
 - 1.4. **Passwords; Security.** Client and its users are in control of the creation and dissemination of passwords. As such, Client will be responsible for (i) maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorized user, and (ii) any and all activities that occur under Client's account. Client agrees to immediately notify VFA of any unauthorized use of Client's account or any other breach of security known to Client. VFA shall have no liability for any loss or damage arising from Client's failure to comply with these requirements. VFA will maintain Client passwords as confidential and will not disclose them to third parties.
2. **SECURITY.**
 - 2.1. **Data Security.** VFA shall have in place a commercially reasonable information security policy designed to provide administrative, technical, and physical security for all Client Data and in accordance with all applicable laws.
 - 2.2. **Data Location.** VFA will maintain the SaaS Services either at an VFA location or through a reputable Partner, where it is subject to commercially reasonable security precautions. Such precautions shall comply with industry standards for the type of information maintained and shall include, but not be limited to, procedures and measures to prevent unauthorized access to the SaaS Services and unauthorized use of and/or modification of Client Data. Notwithstanding such security precautions, and in no way diminishing or revoking VFA's security obligations herein, Client acknowledges that use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to the SaaS Services.
 - 2.3. **Disaster Recovery.** VFA shall have in place a commercially reasonable disaster recovery plan ("**Disaster Recovery Plan**"). In the event a disaster is declared, VFA will initiate the Disaster Recovery Plan and shall use commercially reasonable efforts to restore the SaaS environment in accordance with VFA's recovery time objectives.
 - 2.4. **Notice of Data Breach.** Upon validating an actual data breach involving Client Data ("**Data Breach**"), VFA will notify Client of such Data Breach and take all necessary steps to remediate the Data Breach in accordance with VFA's incident response plan. In the event Client becomes aware of or suspects a breach or potential breach of Client Data related to the SaaS Services, Client must immediately notify VFA in writing. Client will provide VFA any relevant information Client has relating to a Data Breach and will cooperate with VFA in the research and resolution of such Data Breach.
3. **ACCEPTABLE USE.** Client acknowledges and agrees that VFA does not monitor or police the content of Client's or its users' communications or data transmitted through the SaaS Services, and that VFA shall not be responsible for the content of any such communications or transmissions. Client shall use the SaaS Services exclusively as authorized in this Agreement and pursuant to all applicable laws and regulations. Client agrees not to post or upload any content or data which (i) contains Malicious Code; (ii) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (iv) otherwise violates any applicable law or regulation. Client further agrees not to interfere or disrupt networks connected to the SaaS Services, not to interfere with another entity's use and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the SaaS Services. VFA may remove any violating content posted on the SaaS Services and/or training services or transmitted through the SaaS Services, without notice to Client. Upon notice provided to Client, VFA may suspend or terminate any

user's access to the SaaS Services as determined necessary to protect the security or functionality of the VFA system, or in the event that VFA reasonably determines that such user has violated the terms and conditions of this Agreement.

4. **TERM.** SaaS Services commence on the date specified in the Order Document and continue for the term set forth therein ("**Initial Term**"). Following the end of the Initial Term, SaaS Services shall automatically renew for 12 months (a "**Renewal Term**") unless either Party gives written notice 60 days prior to the end of the Initial Term, or any Renewal Term, of its intention to terminate the SaaS Service, or unless agreed to otherwise by the parties in writing. Any proposed change to pricing or terms for a Renewal Term shall be provided by VFA in writing no less than 90 days prior to the end of the Initial Term or any Renewal Term. The Initial Term and Renewal Terms are collectively referred to as the "**Term.**"

Exhibit B: Professional Services

1. Defined Terms.

- 1.1. **"Change Control"** is defined as the process by which requests for changes in deliverables, responsibilities, resources or project schedule are properly recorded, evaluated, distributed and incorporated into the SOW. Change Control process will be defined by Client and VFA as part of project planning.
- 1.2. **"Change Order"** is defined as a document which captures any and all alterations to this SOW with regard to changes in deliverables, responsibilities, resources, Term Information or Services Fees.
- 1.3. **"Notification Period"** is defined as the period of time in which the Client must notify VFA of material nonconformance with services provided herein.
- 1.4. **"Statement of Work" or "SOW"** is defined as the project document attached hereto or that references this Agreement and defines the scope of professional services to be provided.

2. Changes to Scope and/or Schedule. If at any time either party does not meet deadlines outlined within the agreed upon project schedule, Client and VFA both agree and acknowledge the following may occur: (1) Project Schedule will be revised to accommodate any delays, and a new, mutually agreed upon schedule will be drafted by the VFA project manager and signed by appropriate Client and VFA representatives, (2) If delays are extensive, project resources will be reallocated to other engagements. (3) Fees for additional work or extension of resources may be incurred

- 2.1. During the course of the project, if VFA determines or could reasonably determine any Client actions or direction constitute a requirement to perform additional work, not otherwise specified herein, VFA shall notify Client within 30 days that Client has requested VFA to perform additional work.
- 2.2. VFA agrees and acknowledges that it waives the right to request reimbursement for work already performed if VFA fails to notify Client of the requirement to perform additional work. VFA will complete a Change Order containing the changes to the project, project schedule, deliverables and/or Services and Fees contained in this SOW. Client may request up to 10 business days to determine whether to execute the Change Order. After the 10 business days, the terms of the Change Order may be subject to change depending upon availability of resources, impact to project schedule or severity of impact on existing activities.

3. Travel and Expense.

- 3.1. VFA will provide notice of any requested travel that will occur on a non-business day (weekend or holiday)
- 3.2. VFA will provide services via phone, internet, and email or otherwise remotely from the VFA premises unless otherwise stated in the relevant SOW.
- 3.3. In the event Client cancels or reschedules any on-site engagement with VFA Consultant(s) with less than 15 business days lead time but more than 10 business days, VFA will invoice Client and Client will pay for 50% of the cancellation and/or change fees associated with rebooking travel and arrangement. In the event Client cancels or reschedules any VFA resource(s) with less than 10 business days lead time, VFA will invoice Client and Client will pay for 100% of the associated fee.
- 3.4. If applicable, travel time is calculated as the time between departure from VFA premises, local airport or home office and arrival at destination address, as determined by both Parties prior to departure, or destination airport.

4. Client Responsibilities

- 4.1 Client acknowledges that its participation and cooperation is both required and critical for the success of the Project. Deviations from these responsibilities may lead to commensurate changes in the timeline and fees:
- 4.2 VFA will make available its then-current platform for web-based video or teleconferencing. Client must either be able to access such web-based video or teleconferencing platform or provide an alternative web-based video or teleconferencing platform for use by VFA, including any necessary supporting software.
- 4.3 Ensure appropriate levels of Client executive and Client project team resources will be made available to the VFA project team to ensure successful completion of tasks by jointly developed timelines. If certain areas are identified as more complex than initially identified, additional Client or VFA resources may be requested to supplement the team in order to ensure timely delivery, which would be addressed separately under the Change Control procedures described in this SOW.
- 4.4 Further, Client acknowledges that its timely provision of and access to offices accommodations; skilled personnel; facilities; equipment; assistance; cooperation; complete and accurate information and data from its officers, agents, and employees; and suitably configured computer products (collectively, "Cooperation") are essential to performance of any Services as set forth in this SOW. VFA shall not be responsible for performance of the services in this SOW to the extent VFA is prevented from performing due to Client's failure to provide full Cooperation. Client agrees to allow VFA

to post, at a site at which Services are performed, any documents necessary for VFA to provide Services in compliance with the law.

5. Assumptions

In addition, each SOW is based upon the following assumptions:

- 5.1 Product enhancements are not part of an SOW and considered out of scope, unless the SOW specifies otherwise.
 - 5.2 VFA resources are not dedicated solely to Client during the engagement. Reasonable notice is required by Client to request VFA resources whether work is performed on-site or off-site.
 - 5.3 Client will be required to provide VFA with a minimum of 30 days prior notice of Client's requested services date for allocation of VFA consultant resources and provision of Professional Services ("Requested Dates"). While VFA will use commercially reasonable efforts to allocate resources in accordance with Requested Dates, VFA shall be under no obligation or penalty to meet such Requested Dates and shall be entitled to reject or offer alternatives to Client for any reason.
 - 5.4 Once Client and VFA agree on a Project plan that identifies specific dates when VFA and Client will perform the work described therein, Client will pay for 50% of the costs associated with any change in VFA's resource scheduling tied to a change in the Project schedule or VFA staffing plan introduced by Client, including any rescheduling of the time for performance of any VFA services. Any such fee will be in addition to the fees provided within the impacted SOW.
 - 5.5 Should Client (or participant) cancel any training session or on-site engagement with VFA Consultant(s) more than five (5) business days but less than ten (10) business days prior to the date that such engagement was scheduled to commence, Client shall pay VFA a cancellation fee of fifty percent (50%) of the training session or on-site engagement fees. Should Client (or participant) cancel a training session or on-site engagement five (5) days (or less) prior to the date that such engagement was scheduled to commence, Client shall pay VFA a cancellation fee of one hundred percent (100%) of the training session or on-site engagement fees. Any such fee will be over and above the fees provided within this SOW.
6. **Project Close.** The Notification Period prior to the closure of the project is 10 business days from the date that VFA provides written notice to Client that states the delivery of services is complete. In the event Client does not provide notice of material nonconformance or request for change during Notification Period, the project will be closed, and no additional work will be performed by VFA pursuant to the services contained herein. In the event Client does provide notice of material nonconformance or request for change after the expiration of Notification Period, such work shall only be performed under a new contractual arrangement. In the event material non-conformance is identified within the Notification Period, VFA shall promptly correct such non-conformance, which was due to fault or negligence of VFA, at no additional cost to Client.
7. Services shall not be scheduled or started pursuant to this SOW, if Client has an Accounts Receivable balance with VFA that is more than thirty (30) days delinquent.

Exhibit C: Data Access and Rights

1. **COLLECTION AND OWNERSHIP.** Client acknowledges that data regarding its use of the Software (“Usage Data”) may be collected from one or more sensors, Internet of Things (IoT) devices, or other data gathering equipment installed or located on Client’s premises (collectively “Devices”), including location(s) owned, occupied, or otherwise under control of Client. If Client has ownership rights to one or more of the Devices, Client owns and retains full access and rights to the Usage Data, or if resold by a field service provider the end user acquires full access and rights as a licensor (and be classified as “Licensor” herein). If VFA owns one or more of the Devices, notwithstanding the Devices being located on Client’s premises, VFA shall own and retain full access and rights to the Usage Data.
2. **USE AND ACCESS.** Each of the parties shall have access to the other party’s Usage Data. However, for avoidance of doubt, VFA may not, either directly or indirectly, sell or share VFA-owned Usage Data with any third parties without the prior express written consent of Client. Client may sell or share Client-owned Usage Data to third parties without the consent of VFA. Unless mutually agreed upon by the parties, in no event may a party sell or share data owned by the other party to or with any third party. VFA’s use of the Usage Data shall primarily be for purposes of improving the Services.
3. **LICENSE GRANT.** Client grants to VFA a non-exclusive, royalty free license, to use any data and information that Client provides, generates, transfers, or makes available to VFA for purposes of performing its obligations under the Agreement, as well as to generate Resultant Data for product improvement, product development, marketing, and other business purposes.
4. **RESULTANT DATA.** Client hereby agrees that VFA and its successors and assigns may collect, use, publish, disseminate, sell, transfer, and otherwise exploit the collected Usage Data only if such data (i) has been anonymized by VFA or its designee; or (ii) is aggregated with Usage Data from other Clients. For the avoidance of doubt, such anonymized and aggregated Usage Data will be considered a part of Resultant Data as set forth in the Agreement. Resultant Data is used by VFA to compile statistical, performance information for creation and development of products, product improvements, product creation, and product marketing. VFA is the sole owner of all right, title, and interest in and to Resultant Data and any conclusions, impressions, understandings, insights, process improvements, or other information derived, extracted, or otherwise obtained by VFA from Resultant Data, and the Resultant Data shall be owned exclusively by VFA with all rights thereto, which shall be deemed VFA’s Intellectual Property for purposes of this Agreement.
5. **COMBINATION.** Resultant Data and data obtained from other sources may be combined (“Combined Data”) either by VFA or by a third-party data analysis vendor and stored either at an VFA-controlled repository or a third-party repository in any form of structured, raw, or other data format. Combined Data in any form may be used by VFA for any lawful purpose. VFA is the sole owner of all right, title, and interest in and to the Combined Data and any analytics generated from the Combined Data, including the right to collect, use, publish, disseminate, sell, transfer, and otherwise exploit the Combined Data and analytics, which shall be deemed VFA’s Intellectual Property for purposes of this Agreement.
6. **TRANSPORT, SECURITY, AND STORAGE.** Except for data collected and transported directly from a sensor, Combined Data may be transported by VFA to a remote or third-party vendor site. VFA shall take steps to ensure transport of the data is secure, including the use of various encryption technologies and other security measures. Further security shall include maintaining adequate physical controls and password protections for any server or system on which data is stored, and any other measures reasonably necessary to prevent any use or disclosure of data other than as allowed under this Agreement.
7. **AFFILIATION.** Client hereby agrees that in the event VFA is divested, sold, separated, or otherwise no longer affiliated with, or under common control of, its parent company, a copy of all data including Resultant Data shall remain with the parent company along with all the same rights, title and obligations as VFA set forth herein.

Exhibit D: California Consumer Privacy Act Data Processing Provisions

These CCPA Data Processing Provisions (the “**CCPA Provisions**”) set forth the terms and conditions relating to compliance with the California Consumer Privacy Act of 2018, Cal. Civil Code § 1798.100 et seq., (“**CCPA**”) and related regulations, as may be amended from time to time. The CCPA Provisions shall only apply and bind the Parties if and to the extent Client is a Business under the CCPA. These CCPA Provisions prevail over any conflicting terms of the Agreement, but does not otherwise modify the Agreement. All capitalized terms used in these CCPA Provisions that are not otherwise defined herein or in the Agreement shall have the meanings set forth in the CCPA.

1. VFA shall process Personal Information only as necessary for the purposes of performing the services under this Agreement on behalf of Client. VFA shall not (i) sell any Personal Information received from Client; or (ii) retain, use, or disclose the Personal Information provided by or collected on behalf of Client for any purpose other than for the specific purpose of performing the services specified in the Agreement, including retaining, using, or disclosing the Personal Information for a commercial purpose other than providing the services specified in this Agreement.
2. VFA shall not respond to any requests related to Personal Information processed on behalf of Client other than to inform the requestor that VFA is not authorized to directly respond to a request, and recommend the requestor submit the request directly to Client.
3. Client will indemnify and hold harmless VFA against all losses, fines, and regulatory sanctions arising from any claim by a third party (including any Governmental Authority) arising out of Client’s negligence, willful misconduct, and bad faith in connection with Client’s directions to VFA with respect to processing Personal Information or any other failure by Client to comply with any of its obligations under the CCPA.

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


Wednesday, March 8, 2023 - 7:00 p.m.

Present: Mayor S. Fortenbach, Deputy Mayor J. Henahan, Councilman Demetriades, Councilwoman J. Donohue, Councilwoman P. Luna, Councilman J. Polke, Councilman A. Waters

Also present: Town Manager Salvatore, Finance Director Sharon DeVoe, CMS Building Committee Chairperson Rosanna Glynn, Chief LaMontagne, Captain Sifodaskalakis, Public Works Director Spina, Kari Olson Town Attorney

A. CALL TO ORDER

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

RECEIVED FOR RECORD
Mar 17 2023 03:23P
JoAnn Doyle
TOWN CLERK
CROMWELL, CT 

B. PLEDGE OF ALLEGIANCE

The Council stood to recite the Pledge of Allegiance.

C. APPROVAL OF AGENDA

MOTION made by J. Donohue and **SECONDED** by J. Henahan to approve the agenda.

All in favor.

D. LETTER OF COMMENDATION

MOTION made by J. Donohue and **SECONDED** by J. Henahan to table this item.

All in favor.

Q. EXECUTIVE SESSION

MOTION made by J. Donohue and **SECONDED** by J. Henahan to amend the agenda by moving Item Q. Executive Session to after Item D. Letter of Commendation and to take up Item Q.2 first and Item Q.1 second.

All in favor.

MOTION made by J. Polke and **SECONDED** by A. Waters to enter into Executive Session to include Town Manager Salvatore, Finance Director Sharon DeVoe, Assessor Shawna Baron, and Town Attorney Olson for Item Q2.

All in favor.

MOTION made by J. Henahan and **SECONDED** by J. Polke to invite Chief LaMontagne, Town Manager Salvatore, Finance Director Sharon DeVoe for Item Q1.

All in favor.

The Council went into Executive Session at 7:12 p.m.

The Town Council came out of Executive Session at 8:04 p.m.

MOTION made by P. Luna and **SECONDED** by J. Henehan to approve a supplemental appropriation within the Revenue Collectors' Budget in the amount of \$164,000 due to negotiation settlements after mediation and changes to legislation.

All in favor.

E. COMMISSION CHAIRMAN REPORTS/LIAISON REPORT/STAFF REPORTS

1. CMS Building Committee

Chairperson Rosanna Glynn was in attendance to answer any questions of the Town Council regarding her report.

DEI Committee Chairperson Alice Henley Chair reported:

- They have had a couple of changes in team leaders and a change in the Town Liaison.
- They currently have 5 members and meet once per month. They submit their minutes each time they meet.
- They have participated in many events including Trick or Trunk, Library's Dream the Dream, Summerfest, and CCD's Rock Painting Event.
- They are active on social media; they have a website and Facebook page.
- The schools are doing an awesome job with diversity.
- They receive reports from LGBTQ and CCD.
- Community Conversations was stalled because of COVID as they really need to be held in person.

F. MAYOR'S UPDATE

Mayor Fortenbach read his report to the Council. See Attachment A.

He added:

- The Saint Patrick's Day Parade Committee nominated Liz Jones as the Town Honoree and Judy Radcliffe as the Town Marshal. He presented proclamations to both.
- He will be participating in the Saint Patrick's Day Parade this weekend.
- The Town had a third-party peer review of the CMS Project. We do not have a final draft yet, but he will get it to the Council as soon as it is complete.

G. TOWN MANAGER'S UPDATE

The Town Manager added the following to his report:

- We received an Arbitration Ruling this week regarding the employee who left the Police Department and requested sick leave payment. The Town won this ruling 3-0. As a result of this ruling, the active claim within IUOE Local #30 containing the same set of circumstances was withdrawn.

H. FINANCIAL/FINANCE DIRECTOR'S UPDATE

1. Budget Report

Finance Director Sharon DeVoe was in attendance to present her report to the Town Council.

2. Amend General Fund Budget total number

The Town Manager explained that the department budgets were approved by the Council individually, however, the totals did not carry to the summary page and as a result the total approved general fund budget number needs to be amended.

MOTION made by P. Luna and **SECONDED** by J. Donohue to amend the motion made on March 1, 2023 to approve the General Fund total by striking \$21,520,088 and inserting \$21,638,570.

All in favor.

3. Discussion and approval of offering a sign on bonus for Police Department

Chief LaMontagne explained that the Police Department is short staffed and they are attempting to attract certified officers to apply for employment. See Attachment B.

MOTION made by J. Demetriades and **SECONDED** by J. Donohue to negotiate an up to \$5,000 lump sum payment with the terms and conditions the Chief of Police and Town Manager can reach an agreement with the union for.

All in favor.

4. Tax Refunds

MOTION made by A. Waters and **SECONDED** by J. Henahan to approve Tax Refunds #1-13.

All in favor.

I. CHIEF OF POLICE'S UPDATE

Chief LaMontagne was in attendance to present her update to the Town Council. She provided the following updates in addition to her report:

- Officer Robert Houghton gave his notice of retirement effective on March 14th. He is a 23-year-old veteran with the Town of Cromwell.
- As a result of being short so many officers, our second SRO has been taken out of the schools to cover for the lack of patrol staff. She explained she does not want to take them out of schools. However, they have to at this time because the Police Department is short staffed and the first priority of the Police Department is to patrol.
- They are in the process of doing a background check on a recruit in the academy expected to graduate on April 4th.
- Detective Tolton is taking on more responsibly at the schools teaching the DARE program.
- On February 20th a suicidal male called. The responding officers spent 90 minutes talking to him, they were successfully able to get the male to agree to get treatment. She commended all officers involved.

- On February 5th officers responded to Saint John's Church for a male in cardiac arrest. Life saving measures were performed by someone at the church until first responders arrived. The person is doing well.

Chief LaMontagne announced her retirement effective at the end of June. It is bittersweet but she is happy. She will be at the golf tournament on June 29th saying goodbye. The Town Council thanked her for her hard work and congratulated her.

The Town Manager said that he hired her in 1990. He saw a lot in her, she came up through the ranks. She will be missed but she will maintain her residency in Town so we will still see her.

Councilman Polke personally thanked Chief LaMontagne and assured her that she would be missed.

Councilman Demetriades thanked her for her years of service and emphasized thinking about ways that we can incentivize salaries and benefits so that applicants choose Cromwell over anywhere else.

J. PUBLIC WORKS DIRECTOR'S UPDATE

Public Works Director Spina was in attendance to present his report to the Town Council. He informed the Council that they received a 6-wheel dump truck at the Highway Department yesterday. The dealer informed him that the next one will be here in 3-4 months. He will keep one for a spare. He added they have been down one all winter and have been borrowing the Sewer Department's truck.

K. CITIZEN COMMENTS *(limited to 2 minutes per speaker, please be respectful)*
None.

L. NEW BUSINESS

1. Discussion and possible action regarding proposed change to Town Code § 54-12. Interruptions in Employment

Mayor Fortenbach explained the proposed change in the Code. The Town Manager explained that this request is not coming from the Pension Board, it is originating through his office. We do have an individual that was affected by this change, which is the reason for the retroactive language back to July 1, 2022. He checked with legal and it is an acceptable request.

MOTION made by J. Demetriades and **SECONDED** by J. Polke to make a motion to make the proposed change to remove the five months.
All in favor.

2. Discussion and possible action regarding request to Waive Bidding Requirement for Sanitary Sewer System Rehabilitation Project

A memorandum was provided to the Town Council. See Attachment C. Public Works Director Spina explained to the Council that Cardinal Engineering is

familiar with the project as they have done the first five phases. Additionally, keeping Cardinal Engineering on the project would be beneficial because there would be learning curve if another company was hired at this phase.

MOTION made by J. Henehan and **SECONDED** by P. Luna to approve the request to waive bidding requirements for the Sanitary Sewer System Rehabilitation Project (Phase VI) in the amount of \$250,000.
All in favor.

M. APPROVAL OF MINUTES

1. February 8, 2023 Special Meeting Minutes

MOTION made by J. Henehan and **SECONDED** by P. Luna to approve the Special Meeting Minutes of February 8, 2023.
All in favor.

2. February 8, 2023 Regular Meeting Minutes

MOTION made by J. Polke and **SECONDED** by J. Henehan to approve the Regular Meeting Minutes of February 8, 2023.
All in favor.

3. February 22, 2023 Special Meeting Minutes

MOTION made by P. Luna and **SECONDED** by J. Henehan to approve the Special Meeting Minutes of February 22, 2023.
All in favor.

N. RESIGNATIONS

1. Matt DiDomizio, CWPCA

MOTION made by A. Waters and **SECONDED** by J. Donohue to accept the resignation of Matt DiDomizio with regret.
All in favor.

O. APPOINTMENTS/REAPPOINTMENTS

Appointments:

1. **Board of Assessment Appeals**

a. Ratification of Appointment of Jessica Downes retroactive to 3/11/2022 for a term expiring 11/7/2023.

MOTION made by J. Donohue and **SECONDED** by A. Waters to ratify the appointment of Jessica Downes to the Board of Assessment Appeals retroactive to 3/11/2022 for a term expiring 11/7/2023.

All in favor.

b. Modification of appointment of Jeffrey Serra from Regular Member to Alternate Member effective 2/8/2023 for a term expiring 11/7/2023.

MOTION made by J. Donohue and **SECONDED** by A. Waters to modify the appointment of Jeffrey Serra from Regular Member to Alternate Member effective 2/8/2023 for a term expiring 11/7/2023.

All in favor.

2. Diversity, Equity, and Inclusion Committee

- a. Beth Falcigno (D), regular member for a term expiring 2/1/2025

MOTION made by A. Waters and **SECONDED** by J. Donohue to appoint Beth Falcigno to the Diversity, Equity, and Inclusion Committee as a regular member for a term expiring 2/1/2025.

All in favor.

Reappointments:

1. Diversity, Equity and Inclusion Committee

- a. Alice Henley (U), regular member for a term expiring 2/2025
- b. Erin Omicioli (D), regular member for a term expiring 2/1/2025
- c. Carol Perry (U), regular member for a term expiring 2/1/2025
- d. Clare Serrantino (D), regular member for a term expiring 2/1/2025
- e. Whitney Simmons (D), regular member for a term expiring 2/1/2025

MOTION made by J. Polke and **SECONDED** by A. Waters to reappoint Alice Henley, Erin Omicioli, Carol Perry, Clare Serrantino, and Whitney Simmons as regular members to the Diversity, Equity, and Inclusion Committee for terms expiring 2/1/2025.

All in favor.

P. INFORMATIONAL ITEMS

- 1. Councilman Demetriades said the CCD Coffeehouse was a great event, it was a full house and it wonderful to be able to use the Belden Room. He said the Mayor acted as the MC for the Coffeehouse and did a great job!
- 2. Councilman Demetriades commended Public Works for doing a great job preparing for and during the snow event.

R. ADJOURN

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

All in favor.

The meeting adjourned at 8:43 p.m.

Respectfully submitted,



Amanda Calve
Secretary



Town of Cromwell Office of the Mayor

Attachment 4

MAYOR'S REPORT

Date: March 8, 2023
To: Members of the Town Council
From: Steve Fortenbach, Mayor
Subject: Mayor's Report for 3/8/2023 Town Council Meeting

- The Town Council completed its Budget Workshops. Board of Finance will take up their budget workshops on April 4th & 10th to review the town and BOE budgets.
- We continue to work with BerryDunn on completing the Climate/Culture study at town hall. As per Sondra Hathaway's last email to the Town Council she is preparing to present the survey at the April Town Council meeting.
- A kick off meeting was held with CHA who is the consultant on the multi-purpose field project at the high school.
- I was able to attend the Penguin Plunge to support Special Olympics at Crystal Lake in Middletown. It was cold and snowy, but everyone who participated had a great time.
- I emcee'd the Cromwell Creative District's Coffee House. There were more than a dozen participants and everyone did an amazing job.
- Cromwell High School performed "Seussical" this weekend and had 4 sold out shows.
- Cromwell High School Boys basketball won their 2nd straight shoreline conference tournament.
- Cromwell High School Girls basketball is playing their 3rd round state tournament game tonight at Immaculate High School in Danbury.
- Cromwell High School winter Cheerleading took second place in their State Competition.

Salvatore, Anthony

Attachment B

From: Chief Lamontagne
Sent: Thursday, March 02, 2023 3:23 PM
To: Salvatore, Anthony
Cc: Calve, Amanda
Subject: Lateral Hires

In an effort to attract certified officers I propose the following:

A \$5,000 lump sum payment issued upon successful completion of the 12 month probationary period to those certified officers hired within this incentive period.

Denise Lamontagne

Chief of Police
Cromwell Police Department
860-635-2256 x.7843
860-613-2934 fax

CONFIDENTIAL INFORMATION: The information contained in this e-mail is confidential and protected from general disclosure. If the recipient or the reader of this e-mail is not the intended recipient, or person responsible to receive this e-mail, you are requested to delete this e-mail immediately and do not disseminate or distribute or copy. If you have received this e-mail by mistake, please notify us immediately by replying to the message so that we can take appropriate action immediately and see to it that this mistake is rectified.

*Approved
Sgt. AS Bivida
Anthony J. Salvatore
3/2/2023*

MEMO

Attachment C

To: Anthony Salvatore, Town Manager

From: Richard Peck, Sewer Administrator

R Peck

Cc: Sharon DeVoe, Finance Director
Lou Spina, Public Works Director

Date: January 31, 2023

Re: Request to Waive the Bidding Requirements for Cardinal Engineering's Design & Construction Administration Services for the Sanitary Sewer System Rehabilitation Project (Phase VI) in the amount of \$250,000.00.

In Fiscal Years 2022/2023 Budget the CWPCA approved \$1,000,000 in the CNR 260 Sewer Capital Improvement Fund for the Sanitary Sewer System Rehabilitation Project (Phase VI). It entails construction of a relief sewer located at 105 Evergreen Road and heading south 1,700' along the Town's sanitary sewer right of way to Rt. 9 to increase sewer system capacity.

The recent estimate of \$1,300,000 was provided by Cardinal Engineering Associates (CEA) in the Northern Industrial Tier (NIT) Sanitary Sewer Study Update. The Study encompassed the Shunpike Pump Station and the area sewers including the Evergreen Road sanitary sewer right of way to the Shunpike Meter 4. (See attached NIT Study Update)

The proposed Sanitary Sewer System Rehabilitation Project is the next subsequent phase based upon Cardinal's NIT Update Study that includes the improvement/upgrade of sewer pipelines.

Cardinal Engineering Assoc. was originally selected through the Quality Based Selection (QBS) process for several previous Town sewer construction projects. The proposed Rehabilitation Project is considered a multi-phase project, as it is directly linked to Cardinal's Updated NIT Study, where they prepared a conceptual strategy and a cost estimate for the replacement of trunk sewers between Evergreen Road and (Route 9) to Shunpike Road.

I am recommending that the Town continues with Cardinal Engineering Associates Professional Services for the following reasons:

1. Cardinal will greatly reduce the cost of completing the required design of the rehabilitation work, as they have completed the NIT Study Update, providing the improvement/upgrade size of the sewer pipelines for the proposed Rehabilitation Project.
2. We are currently in contract with Cardinal for the Sewer Rehabilitation Project Phase V. The Bid Packet includes similar General Requirements, Technical Specifications and Bid Documents that can be modified to meet this projects prerequisite.
3. Cardinal is ready to assist the Town in the Planning/Design Work (plan's, specs, bidding, contract awarding, and construction inspection) for this next phase.

4. The final construction cost of the previous rehabilitation projects was well within the original budgets.
5. I am certain the Town can save considerable efforts and funds with Cardinals familiarity with this next project.
6. Sewer Rehabilitation Phase VI is a time sensitive construction project. With new developments potentially coming to the NIT (Shunpike) area, and the need to eliminate any future backups in the Town's sewer system, the Shunpike area sewers need improvements to accommodate more flows. The last thing the Town needs is to reject a NIT development based on the limited pipe capacity to accommodate sewage flows.

*Therefore, I am requesting to waive the bidding requirements and approve Cardinal Engineering Professional Services for the Design & Construction Administration Services for the Rehabilitation Project (Phase VI) in the amount of \$250,000.00.

This will be the final request for a bid waiver of these successive sewer phases. If the Town approves to take this course of action, the CWPCA can approve Cardinal Engineering's Agreement for Professional Services.

**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**

**CARDINAL
ENGINEERING ASSOCIATES**

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 acres 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 for unsewered areas between North Road Extension and Route 9.

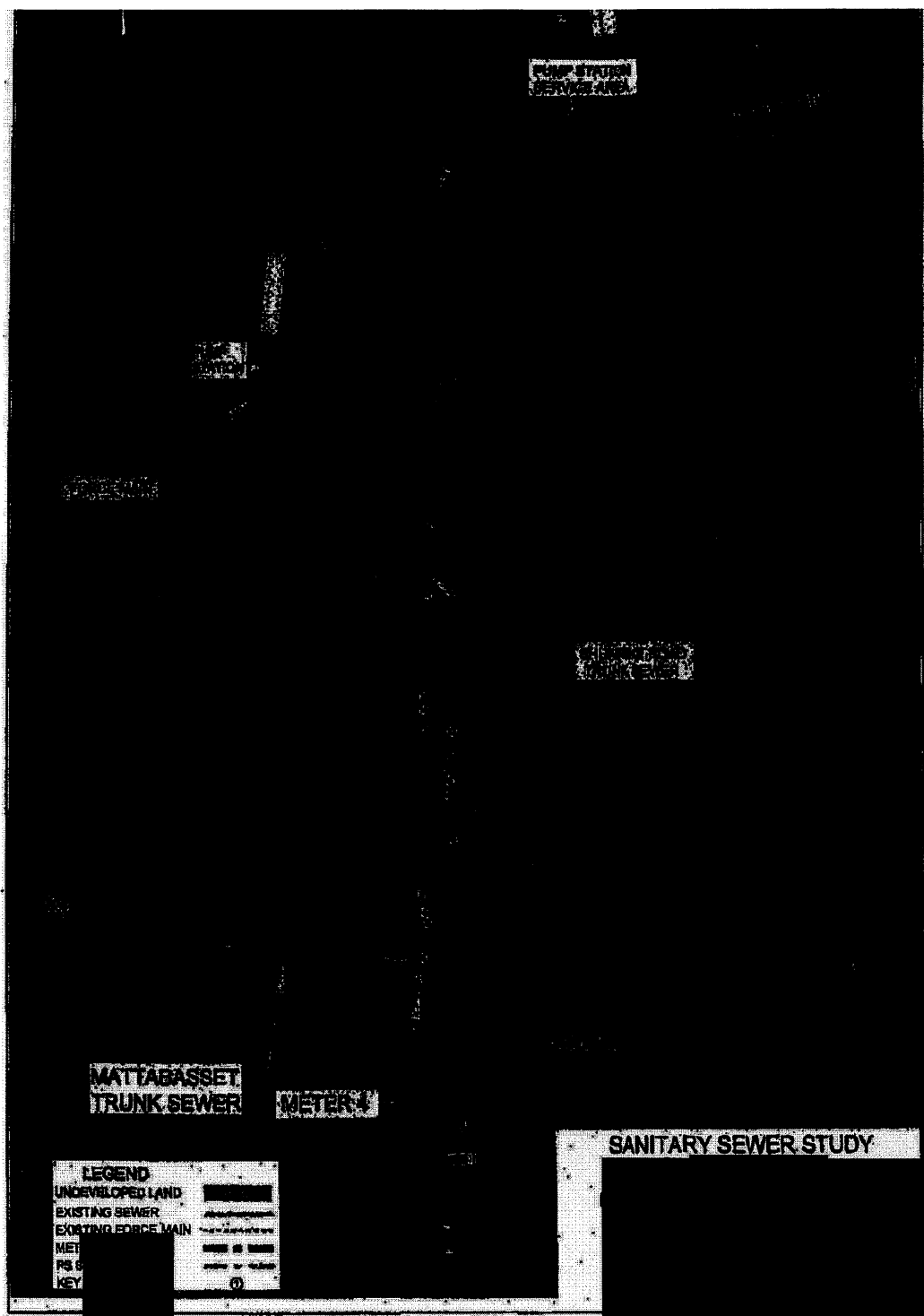


Figure 1

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.

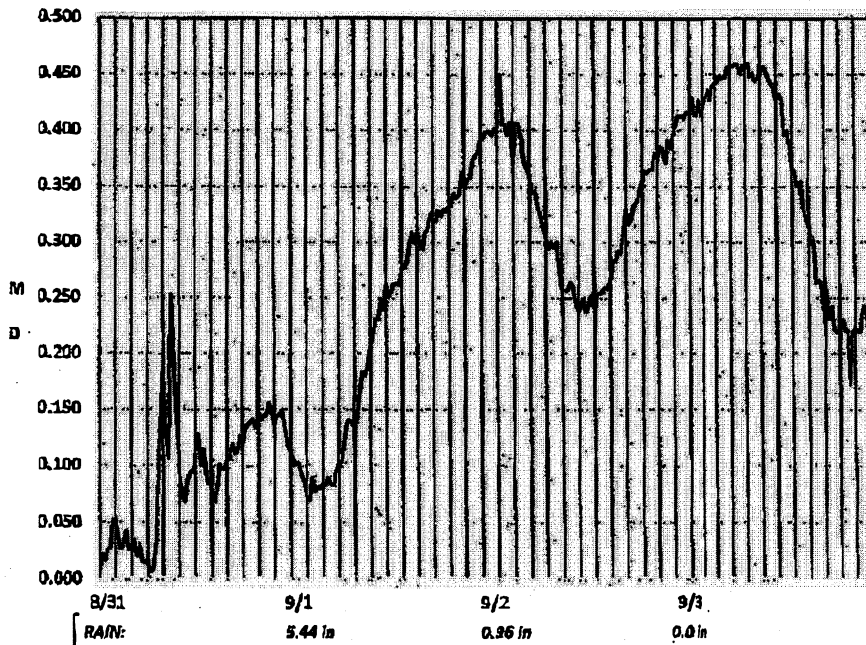


Figure 2
Flow at Meter 4-263 (at Pump Station)
9/1/21 to 9/3/21

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).

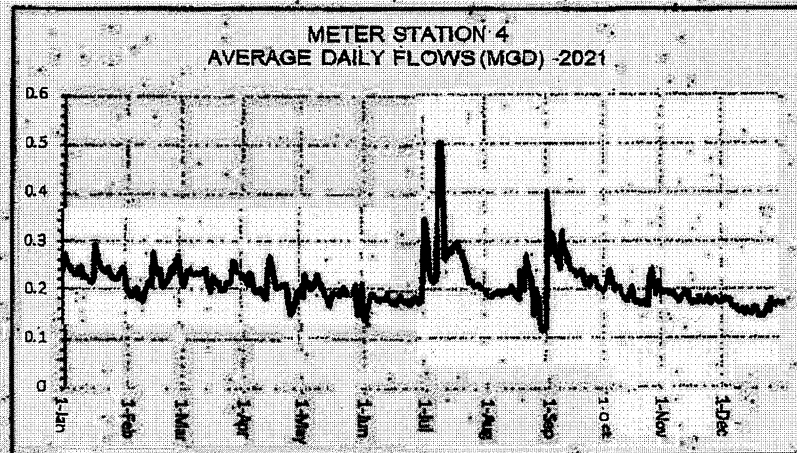


Figure 3 Meter 4 Average Daily Flow - 2021 (MGD)

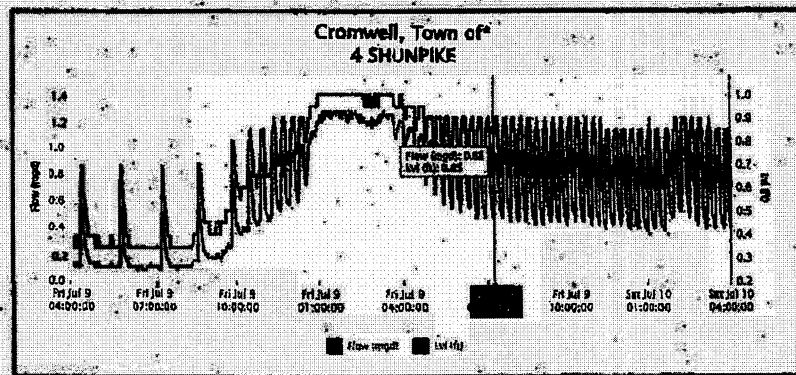


Figure 4 Meter 4 Flow July 9-10, 2021 (MGD)

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)

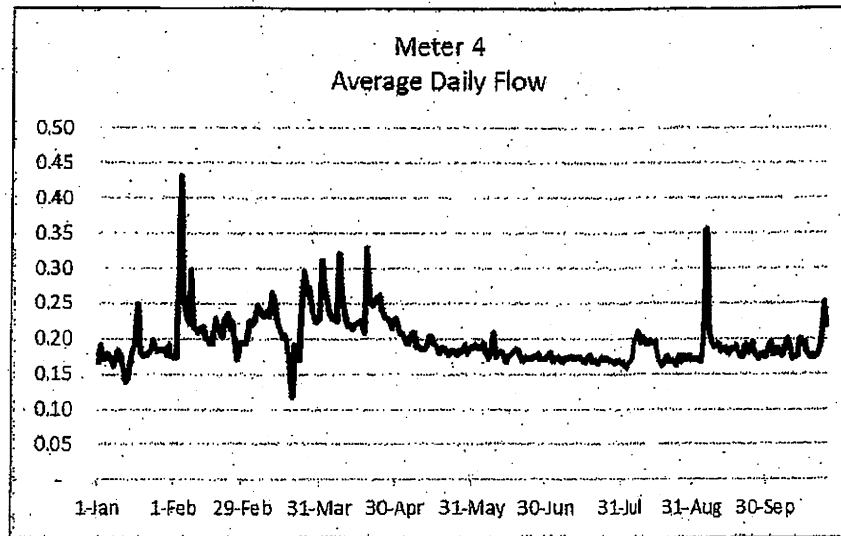


Figure 5 Meter 4 Average Daily Flow (MGD) - 2022

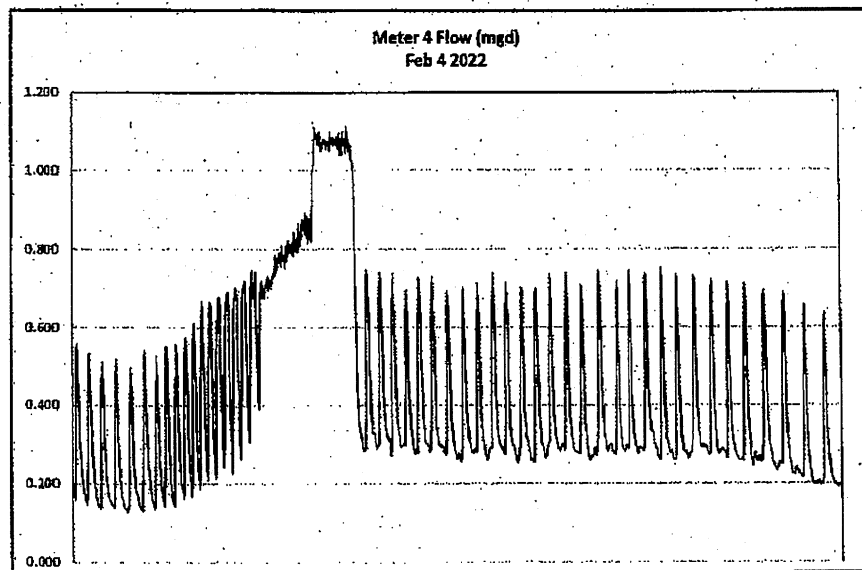


Figure 6 Meter 4 Flow February 4, 2022 (MGD)

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.

Residential

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

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) = $40,000 \times 50\% \times 20 / 250 = 1,600$ gpd/acre-floor

Zone I - Industrial

One story office - max building coverage 50%

Average daily flow - 20 gpd and 250 sf. per employee

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

Zone IP - Industrial Park

One story office - max building coverage 25%

Average daily flow 20 gpd and 250 sf per employee

$ADF = 40,000 \times 25\%/250 = 400 \text{ gpd/acre}$

Zone A25 - Residential

$40,000/25,000 = 1.6 \text{ du/acre}$

Average daily flow = 198 gal/du = 320 gpd/acre

Peak factor = 5

Peak flow = $320 \times 5 = 1,600 \text{ gpd/acre}$

Zone A15 - Residential

$40,000/15,000 = 2.6 \text{ du/acre}$

Average daily flow = 198 gal/du = 520 gpd/acre

Peak factor = 5

Peak flow = $520 \times 5 = 2,600 \text{ gal/day/acre}$

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 (32 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	cfs
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								

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 (2.1 cfs) 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 Mattabassett 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.

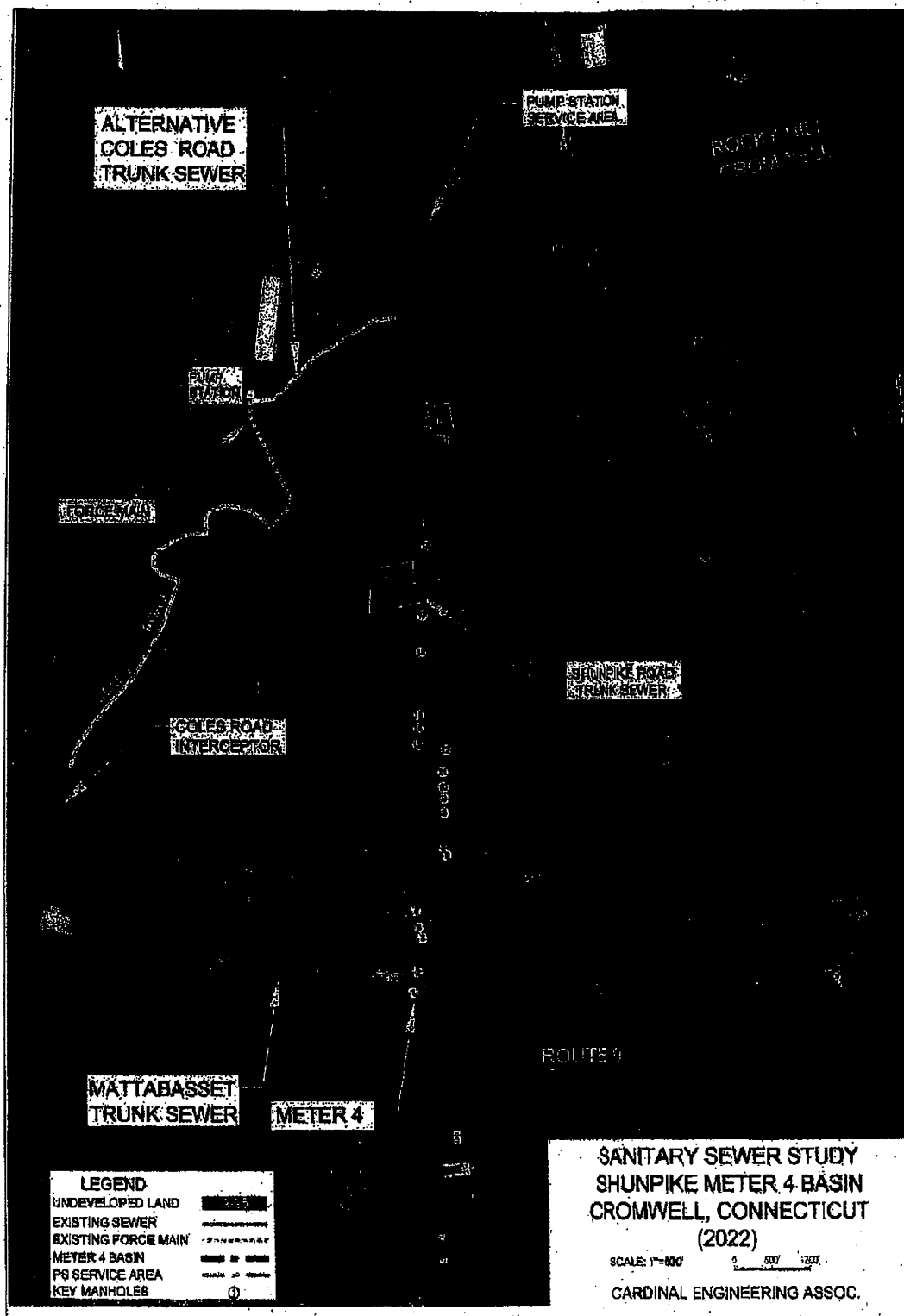


Figure 7 Coles Road Alternative

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.

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
THE TOWN OF CROMWELL WATER POLLUTION CONTROL AUTHORITY
AND
CARDINAL ENGINEERING ASSOCIATES, INC.
FOR
ENGINEERING SERVICES**

THIS AGREEMENT made this _____ day of January, 2023 by and between the Water Pollution Control Authority of the Town of Cromwell, (hereinafter called the "CWPCA") and Cardinal Engineering Associates, Inc. an Engineering firm having offices in Meriden, Connecticut (hereinafter called the "Consultant").

WITNESSETH THAT:

WHEREAS the CWPCA requires the services of the Consultant to provide engineering design and construction administration services for the construction of a relief sewer to alleviate sewer backups in Evergreen Road Blackhaw Drive Area.

WHEREAS the Consultant is a professional corporation authorized to practice professional engineering under the provisions of Section 20-306 (a) of the Connecticut General Statutes (1959 Rev.), as amended; and

WHEREAS, the CWPCA has determined that the Consultant is qualified to perform the services required under this Agreement; and

NOW THEREFORE, the CWPCA and the Consultant, for the consideration and under the terms and conditions hereunder set forth, hereby agree as follows:

ARTICLE I. SCOPE OF SERVICES

The Consultant, in connection with the improvements as described herein, shall perform, in a satisfactory and proper manner, in accordance with standard civil engineering practices as used in the industry and conforming to the standard specifications of the Water Pollution Control Authority and other pertinent Departments of the Town of Cromwell, shall provide the following Engineering Services:

- I. SURVEY AND MAPPING
- II. PRELIMINARY DESIGN
- III. FINAL DESIGN
- IV. PERMITTING
- V. EASEMENT AND TAKING MAPPING
- VI. SUBSURFACE EXPLORATION
- VII. BIDDING AND AWARD ASSISTANCE

- VIII. CONSTRUCTION CONTRACT ADMINISTRATION
- IX. RESIDENT PROJECT REPRESENTATIVE
- X. DIRECT COST
- XI. ADDITIONAL SERVICES

PROJECT DESCRIPTION

This project consists of supplementing the existing sanitary sewer within the Evergreen Road Right-of-way by constructing approximately 1,700 linear feet of relief sewer between Manhole 4-74 in Evergreen Road and Manhole 4-68 adjacent to Route 9 to increase system capacity.

TASK I - SURVEY and MAPPING

Perform all investigative and survey work necessary to establish existing conditions. This task will include field location of all visible utilities, and supplementation with available utility map information. This scope does not include boundary or property survey.

This work will include the following:

- Review available mapping and other documents of the site.
- Surveying information shall be on NAVD 88 vertical datum and NAD 83 horizontal datum conforming to T2 standards.
- Provide two (2) semi-permanent benchmarks and control points, including ties.
- Cardinal will request mapping from all utility companies with underground facilities within the project limits and include the information on the survey.
- Topography will be established within the project limits with contours shown at 1-foot intervals and spot grades to appropriately demonstrate grading.
- Survey features will include existing ground topography; sidewalks; roadway centerline, edge, curb and flowline; driveways; sanitary and storm sewer manhole and catch basin locations; sewer pipe size, type, direction, and invert elevations; visible utility appurtenances and Call Before You Dig utility location information, if available; wetland flagging; water courses; retaining walls; signs; fences, walls, or other permanent features within the work limits.
- Prepare topographic base mapping at a scale suitable for design.

TASK II - PRELIMINARY DESIGN

Cardinal will prepare initial sanitary sewer construction drawings which shall generally define the 35% plan stage presenting the preliminary layout of proposed sewer work. This phase will generally include the following tasks:

- Conduct subsurface soils investigation (borings) to determine soil characteristics and if ledge rock, ground water and/or unsuitable materials are present. Prepare logs of borings. Soil borings will be billed as a direct cost. One day of soil borings is assumed.
- Review the existing site conditions with regard to proposed horizontal and vertical alignment of the sanitary sewer to determine if existing site features may conflict with the proposed alignment. Review existing utility information for potential conflicts.
- Develop horizontal and vertical alignment for the proposed sanitary sewer. The proposed

horizontal and vertical alignments will be designed to provide required capacity, cover over the pipe and minimize impacts.

- Develop Preliminary Design plan and profile at a scale of 1"=40' horizontal and 1"=4' vertical scale drawings which include the following.
 - Title Sheet
 - General Construction Notes and Legend
 - Plan and Profile of Proposed Sanitary Sewer.
 - Sanitary Sewer Details
 - Miscellaneous Details
 - Boring Logs
- Prepare preliminary design level quantity construction cost estimate.
- Determine if any easements will be required for the sewer extension.
- Identify the permits and regulatory approvals that will be required for this project.
- Submit one (1) copy of preliminary sewer plan sheets to the appropriate utility companies.
- Organize a meeting with utility companies and the Town to review the proposed design and potential impacts on utilities. Prepare and distribute minutes of the meeting.
- Meet with Town staff to review the Project design and impacts on adjacent properties.
- Submit one (1) set of plans to the Cromwell WPCA for review and comment.
- Attend one meeting of the WPCA to present the preliminary design plans.

TASK III – FINAL DESIGN

Cardinal will respond to Preliminary Design Comments from the Town and incorporate appropriate comments and changes in the plans and documents prepared in the Preliminary Design Phase. It is assumed that there will be no revisions to the preliminary design concept and alignment after the Preliminary Design has been approved by the Town. Once the comments have been addressed, Cardinal will undertake the following activities to advance the project to Final Construction Documents:

- Incorporate the Town and Regulatory Agency comments into the plan sheets.
- Finalize quantity calculations and cost estimate.
- When the project design is completed and the Town is ready to solicit construction bids, the following documents will be forwarded to the Town:
 - One complete set of final project plans, specifications, and bid documents.
 - Final Construction Cost Estimate
 - A digital (PDF) file of the final construction plans and cost estimate.

TASK IV - PERMITTING

The State Historic Preservation Office (SHPO), the State's two Tribal Historic Preservation Offices (THPO) will be contacted to determine whether there are any areas of environmental concern within the project area. In addition, Cardinal will prepare a NDDDB Review Request and submit it to CT DEEP for a final determination as to whether there are any endangered species within the project area. For the purpose of this scope of work, it is assumed that no additional studies or special design will be required.

Inland/Wetlands Permit Applications

- Field delineation and mapping of the State and Federal wetlands along the proposed sewer route adjacent will be performed by a Certified Soil Scientist and Environmental Biologist (SSEB). Cardinal Engineering will survey and plot the State and Federal wetland boundaries and they will be used during the design phase to ensure the proposed layout minimizes wetland impacts to the extent possible.
- The ordinary high-water line shall also be located in the field. The SSEB shall complete soil data sheets and wetland functions and values evaluations if required for an ACOE 404 Permit. The costs of the wetlands delineation and evaluation are included as a direct cost in this proposal.
- Prepare local inland wetland, CTDEEP 401 Water Quality Certificate and U.S. Army Corps of Engineers 404 programmatic general permit applications.
- Attend up to two (2) meetings of the local Inland/Wetlands Commission.
- Attend one meeting with the ACOE and CTDEEP, if required.

Task V - EASEMENTS AND TAKING MAPS

- Prepare Class "D" temporary and permanent easement and/or taking maps in a form suitable for filing in the Town's Land Records. Provide two (2) copies of easement maps and one filing mylar. Easement documents will be prepared by an attorney retained by the Town.

TASK VI - SUBSURFACE EXPLORATION

- Develop a soil boring program and secure the services of a reputable boring contractor.
- Conduct field inspection, observations, and evaluation of samples obtained from such soil borings.
- Submit to the Town, one (1) copy of complete boring logs showing all required information, including surface elevation and ground water elevation at each boring location.
- Soil borings will be invoiced as a direct cost.

TASK VII - DIRECT COST ITEMS

- Soil scientist services, soil borings, geotechnical engineering, mailings, reproductions, photocopies, mileage, and other outside services will be billed as a direct cost.

TASK VIII - BIDDING PHASE SERVICES

Cardinal will assist the Owner through the bidding process. The following tasks are included in this proposal.

- Attend pre-bid meeting.
- Respond to contractors' questions and requests for information (RFI)
- Issue addenda, if required.
- Review bids and bidders' qualifications.
- Provide recommendation for award.

TASK IX - CONSTRUCTION CONTRACT ADMINISTRATION

Under this Phase of the Agreement and upon receipt of the Town's written authorization to proceed

with the Construction Contract Administration services for one construction contract having a total duration of up to *three (3)* months.

- Act as the Town's agent in dealing with the construction contractor including review of the work performed by the construction contractor to establish substantial compliance with the contract documents. The Consultant shall immediately notify the Town in writing in the event any work performed by the construction contractor does not conform to the contract documents, providing detail and specifications as to the manner in which any work performed by the construction contractor does not so conform.
- Furnish the Town with consultation and advice during construction.
- Conduct periodic on-site reviews while construction is in progress in conjunction with services performed under Section I, to review the progress and quality of the work performed by the construction contractor.
- Analyze and review all job problems, including submission of appropriate recommendations to the Town, in writing, providing details and specifications of the problems identified and solutions required.
- Assist in coordinating and planning construction activities.
- Direct the field engineering and inspection work; and attend one (1) pre-construction conference and prepare meeting minutes.
- Prepare construction change orders on forms prescribed by the Town and submit such change orders to the Town with a recommendation as to whether such change order should be approved. The Town's determination as to whether a change order should be approved shall be final.
- Administer the inspection and testing of materials tested on the job site.
- Review and approve or reject shop and working drawings prepared by the construction contractor. In the event that such drawings are rejected, the Consultant shall indicate to the Town and the construction contractor the reasons for rejection in writing.
- Review progress reports and monthly estimates for payment under construction contract. All progress payments to the construction contractor during the course of the job shall be certified for payment by the Consultant. Said certificate of payment shall include a statement by the Consultant that the construction contractor has achieved material and substantial compliance with the construction contract for this stage of the work. In the event the Consultant disapproves the work for which an application for payment is made, or a portion thereof, the Consultant shall advise the Town and the construction contractor of corrective work necessary, in accordance with the provisions of the construction contract.
- Schedule and preside over a minimum of two (2) progress meetings monthly while construction is in progress with the Town and the construction contractor to discuss the progress of the construction contract.
- Make a final inspection prior to approving final payment to the construction contractor and report to the Town on the acceptability of the construction of the completed work in writing. Prior to issuing a final certification of payment, the Consultant shall certify that the work

performed is in material and substantial conformance with the requirements of the construction contract.

TASK X - RESIDENT PROJECT REPRESENTATIVE SERVICES

Under this Phase of the Agreement, and upon receipt of the Town's written authorization to proceed the Consultant shall provide one (1) full-time resident project representative to carry out the following for one *three-month* continuous construction contract.

- Conduct daily on-site observations of the work in progress as a basis for determining that the project is proceeding in accordance with the contract documents
- Check the field layout of the work for conformance to the contract documents.
- Report to the Town, in writing, whenever it believes that the construction contractor's work should be stopped or revised to assure that the completed project will comply with the requirements of the contract documents giving the reasons therefor.
- Direct field tests performed by outside testing companies.
- Obtain data and maintain records necessary for the preparation of "Record" plans.
- Prepare daily and other progress reports required by the Town.
- Maintain at the job site all documents and correspondence relating to the construction contract to which the Town shall have access during regular business hours.
- Prepare and furnish the Town with a set of mylar and vellum "Record Plans" (i.e., "as-built" showing plans and profiles of completed work for the Town's permanent records. The sheet size, scale and other information shall be supplied in accordance with Town requirements.

TASK XI ADDITIONAL SERVICES

If authorized in writing by the Town, Cardinal will furnish additional services of the following types which are not to be considered part of the basic services but can be provided for an additional fee. These services will be performed on a cost-plus basis and invoiced at the actual hourly rate times 2.90.

- Additional meetings with municipal or regulatory agencies.
- Meetings with CTDOT, if required.
- Public information meetings, if required.
- Design of improvements to sewers beyond the Evergreen ROW.
- Design of utility relocation, utility test pits, if required.
- Roadway improvements other than permanent trench repair.
- The design of roadway or drainage relocations or other improvements.
- Additional soil borings and/or geotechnical engineering services if required.
- Archaeological surveys, biological surveys, if required.
- Preparation of funding application, if required.
- Significant changes in the general scope of the project.
- Provide additional Design services as may be required to obtain inland/wetland permits such as wetland restoration plans, major revisions in design, special construction details and specifications, etc.

- Other services that are required, but not included in the above scope and/or additional services requested by the Owner.

ARTICLE II RESPONSIBILITIES OF THE TOWN

- Make provisions for Cardinal to enter private property as required to perform the services under this Scope of services.
- Provide Town of Cromwell Standard Bid Forms and General Specifications.
- The Town shall advertise for bids, open the sealed bids at the appointed time and place and pay for all costs incidental thereto.
- The Town shall pay all fees required in obtaining permits.
- The Town shall prepare easement agreements, and acquire all land and rights-of-way required for the project.
- Place at the Consultant's disposal, all available information pertinent to the project such as:
 - Sewer easement maps, assessor's map, as-built plans of existing sanitary sewers, water mains and storm drainage, property maps, deeds, assessor's maps.
- Perform CCTV inspection of existing sanitary sewer, if required.
- Provide traffic control for soil borings in Evergreen Road, if required.
- It is assumed that Town permit fees will be waived for soil borings.

ARTICLE III COMPENSATION

The Town shall pay the Consultant the following sums for the services as listed below:

DESIGN PHASE

TASK I SURVEY and MAPPING

For all Survey Services, the Lump Sum Fee of \$ 11,500.

TASK II PRELIMINARY DESIGN

For all services under this Section, the Lump Sum Fee of \$ 39,000.

TASK III FINAL DESIGN

For all services under this Section, the Lump Sum Fee of \$ 25,000.

TASK IV PERMITTING

For all services under this Section, the actual payroll cost times 2.90 and/or actual invoice cost plus 10% for outside services.

Estimated fee not to be exceeded without Town approval: \$ 8,000.

TASK V EASEMENT and TAKING MAPS

For all services under this Section, the cost per map of \$ 1,250.

Estimated fee based on 8 maps: \$ 10,000.

TASK VI SUBSURFACE EXPLORATION

For all services under this Section, the actual payroll cost times 2.90.

Estimated fee not to be exceeded without Town approval: \$ 4,000.

TASK VII DIRECT COSTS

For Soil Borings, Soil Testing, Geotechnical Engineering, Wetland Delineation, mailings, reproductions, and other outside services actual invoice cost plus 10%.

Estimated fee not to be exceeded without Town approval: \$ 13,000.

CONSTRUCTION PHASE

TASK VIII BIDDING PHASE SERVICES

For all services under this Section, the Lump Sum Fee of \$ 3,000.

TASK IX CONSTRUCTION CONTRACT ADMINISTRATION

For all services under this Section, the actual payroll cost times 2.90

Estimated fee: \$ 23,000.

TASK X PROJECT REPRESENTATIVE SERVICES

For all services under this Section, the actual payroll cost times 2.90

Estimated fee: \$ 88,000.

TASK XI Additional Services

For all services under this Section, the actual payroll cost times 2.90 plus, actual invoice cost plus 10% for outside services.

Estimated fee: TBD

IN WITNESS WHEREOF, the CWPCA and the Consultant have executed this Agreement as of the date and year first written above.

**WATER POLLUTION CONTROL AUTHORITY
TOWN OF CROMWELL, CONNECTICUT**

By: _____

Date: _____

Title _____

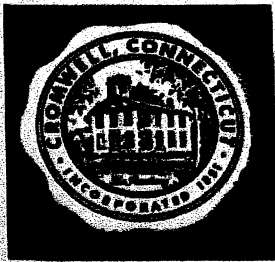
CARDINAL ENGINEERING ASSOCIATES, INC.

By: _____

Date: _____

Joseph A. Cermola III, President

December 27, 2022



**Town of Cromwell
Board & Commission Application Form**

Name: Douglas Kalinowski

Address: (Home) 9 Scott Lane, Cromwell CT 06416

Telephone: 860-306-4250

E-mail Address: Dak555@gmail.com Occupation: Carpenter / Painter

If you are not currently a registered voter in Cromwell, please register in the Town Clerk's office to serve on a board or commission. If you are registered, please check off your party affiliation below. Thank you.

Party affiliation: ☐ Democrat ☒ Republican ☐ Unaffiliated

Board or Commission of Interest: Alternate Planning and Zoning

Briefly explain your reasons for being interested in serving your town in this capacity and note the qualifications you have which you think will be an asset to this Board or Commission.

I've always lived in town and been interested in how the
behind the scenes work on new construction and rezoning
of Residential and commercial property. I have a strong
background in carpentry and real estate so I think I will be a good
fit.

Please include three (3) References with your application.

Name	Address	Phone Number
Bob Donohue		860-250-5339
Chris Gorski	12 Saxonville Rd Cromwell	860-690-8162
Mike D'Amico	42 North Rd Cromwell	860-729-0469

Signature: _____

Date: _____

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.