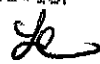


**TOWN OF CROMWELL  
TOWN COUNCIL REGULAR MEETING  
WEDNESDAY DECEMBER 9, 2020  
7:00 P.M. TOWN HALL COUNCIL CHAMBERS VIA ZOOM  
Town Hall Meeting Rooms closed to the Public  
Meeting live-streamed [www.cromwellct.com](http://www.cromwellct.com), Quick links, live Town Meetings  
Comments to Council may be e-mailed to [mayor@cromwellct.com](mailto:mayor@cromwellct.com)**

**AGENDA**

- A. CALL TO ORDER**
- B. PLEDGE OF ALLEGIANCE**
- C. APPROVAL OF AGENDA**
- D. COMMISSION CHAIRMAN REPORTS/LIASON REPORT/STAFF REPORTS**
- E. MAYOR'S UPDATE**
- F. TOWN MANAGER'S UPDATE**
- G. FINANCIAL/FINANCE DIRECTOR'S UPDATE**
  - 1. Budget Reports (*Written report attached*)
  - 2. Tax Refunds
  - 3. Discussion and possible approval for a bid waiver to allow VHB to provide an update to Pavement Management Evaluation.
  - 4. Discussion and action to approve the Resolution confirming the award of the 2020 Small Town Economic Assistance Program grant for the Community Field Road Parking Lot Improvements.
    - a. Discussion and action to transfer \$96,000 from the General Fund fund balance to the STEAP-Community Field Parking Lot Improvements Fund and set up a budget within this Fund for this purpose.
- H. CHIEF OF POLICE'S UPDATE**  
*Written report attached*
- I. PUBLIC WORKS DIRECTOR'S UPDATE**
- J. CITIZEN COMMENTS -Submit to [mayor@cromwellct.com](mailto:mayor@cromwellct.com)**
- K. NEW BUSINESS**
  - 1. Grievance, Step 3, International Union of Operating Engineers, Local 30
    - a. Matthew Varricchio -Discipline

RECEIVED FOR RECORD  
Dec 03 2020 01:18P  
JoAnn Doyle  
TOWN CLERK  
CROMWELL, CT 

2. Grievance, Step 3, International Union of Operating Engineers, Local 30
  - a. Frederick Reinert -Discipline
3. Discussion and action to approve the Resolution confirming the award of the 2020 Small Town Economic Assistance Program grant for the Community Field Road Parking Lot Improvements
  - a. Discussion and action to transfer \$96,000 from the General Fund fund balance to the STEAP-Community Field Parking Lot Improvements Fund and set up a budget within this Fund for this purpose.
4. Discussion and action to approve Town Council Meeting dates for 2021.

**L. APPROVAL OF MINUTES**

1. Special Meeting, November 18, 2020

**M. RESIGNATIONS**

1. Planning and Zoning
  - a. Kenneth Slade

**N. APPOINTMENTS**

1. Planning and Zoning
  - a. John Keithan, to fill vacancy, Term expires 11/21
  - b. Bob Donohue, Alternate, Term Expires 12/21
2. Diversity and Inclusion Committee
  - Alice Henley
  - Carol Perry
  - Claire Serrantino
  - Bob VanDerzee
  - Sue Vanderzee
  - Erin Omicioli
  - Rev. Dolores Szyszko
  - Aigne Goldsby
  - Heather Dillon
  - Ann Grasso
  - Rahsaan Yearwood
  - Whitney Simmons

**O. INFORMATIONAL ITEMS**

1. No new information decimated for the Highway/Sewer Facility this month.

**P. ADJOURN**

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## TOWN OF CROMWELL

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DATE: DECEMBER 2, 2020  
TO: ANTHONY J. SALVATORE, TOWN MANAGER  
FROM: MARIANNE SYLVESTER, FINANCE DIRECTOR  
RE: DECEMBER TOWN COUNCIL REPORT

---

I am submitting the fiscal year 2021 budget reports for the Town Council meeting on December 9th. These reports reflect activity through the end of November.

The Town is on target for expenditures. Tax collections are keeping pace with the previous year. Revenues for building permits exceed expectations at this point due to a few larger projects receiving permits.

The Finance Office is finalizing the draft of the audit report. The auditors have made several suggestions for changing the format of the report that should aid the reader when making financial decisions about the Town.

Let me know if you have any questions or wish to discuss anything further. Wishing everyone on the Council a safe and happy holiday season.

Thank you.

# TOWN OF CROMWELL, CT

## YEAR-TO-DATE BUDGET REPORT

FOR 2021 05

ACCOUNTS FOR: 001 GENERAL FUND	ORIGINAL APPROP	TRANSFRS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
001 TOWN MANAGER'S OFFICE	394,157	0	394,157	153,094.75	1,273.48	239,788.77	39.2%
002 TOWN CLERK'S OFFICE	206,689	0	206,689	75,357.08	14,630.10	116,701.82	43.5%
003 REGISTRAR OF VOTERS	78,164	0	78,164	44,060.52	3,250.74	30,852.74	60.5%
004 PLANNING COMMISSION	3,525	0	3,525	635.33	303.14	2,586.53	26.6%
005 ECONOMIC DEVELOPMENT	23,911	0	23,911	300.00	.00	23,611.00	1.3%
006 BOARD OF FINANCE	1,350	0	1,350	177.00	.00	1,173.00	13.1%
008 CHARTER REVISION COMM	3,000	0	3,000	.00	.00	3,000.00	.0%
009 BOARD OF ASSESSMENT APPEALS	1,200	0	1,200	217.80	.00	982.20	18.2%
010 ZONING BOARD OF APPEALS	1,250	0	1,250	143.34	112.63	994.03	20.5%
011 INLAND WETLANDS	2,300	0	2,300	75.00	.00	2,225.00	3.3%
012 COMM. FOR DISABLED PEOPLE	100	0	100	.00	.00	100.00	.0%
013 DONATIONS AND DUES	50,491	0	50,491	35,488.00	11,500.00	3,503.00	93.1%
014 TOWN COUNCIL	41,755	0	41,755	35,440.50	3,505.00	2,809.50	93.3%
015 LEGAL EXPENSE	223,300	0	223,300	50,884.53	138,303.47	34,112.00	84.7%
016 CENTRAL SERVICES	185,300	0	185,300	84,483.69	102,296.78	-1,480.47	100.8%
017 INSURANCE EXPENSE	588,200	0	588,200	293,686.18	266,958.97	27,554.85	95.3%
018 GENERAL EXPENSE	340,003	588,366	928,369	919,934.39	3,000.00	5,434.61	99.4%
019 DEVELOPER/PLANNER	136,177	0	136,177	60,575.04	470.76	75,131.20	44.8%
020 FINANCE DEPARTMENT	430,008	0	430,008	172,844.42	8,018.17	249,145.41	42.1%
021 TAX COLLECTOR	154,103	0	154,103	55,206.58	197.00	98,699.42	36.0%
022 ASSESSOR'S OFFICE	250,335	0	250,335	105,324.19	.00	145,010.81	42.1%
030 PUBLIC WORKS ADMIN.	286,541	0	286,541	110,615.40	17,493.91	158,431.69	44.7%
031 ENGINEERING	244,623	0	244,623	87,134.85	10,353.45	147,134.70	39.9%
032 SOLID WASTE REMOVAL	769,881	0	769,881	243,296.57	2,865.90	95,777.83	87.6%
033 BUILDING INSPECTION	208,761	0	208,761	94,871.52	191,324.15	841,604.16	40.4%
034 HIGHWAY DEPT.	1,411,786	0	1,411,786	378,857.69	65,527.04	322,554.08	49.2%
035 BUILDING MAINTENANCE	634,419	0	634,419	246,337.88	30,897.18	239,404.32	46.4%
036 PARKS & GROUNDS	446,836	0	446,836	176,534.50	195,734.43	90,749.40	77.0%
037 PUBLIC WORKS-OTHER	394,500	0	394,500	108,016.17	69,129.44	159,371.75	50.9%
038 VEHICLE MAINTENANCE	324,774	0	324,774	96,272.81	44,177.25	2,187,789.19	40.0%
040 POLICE DEPARTMENT	3,643,667	0	3,643,667	1,411,700.56	1,471.48	10,750.00	43.6%
041 EMERGENCY MANAGEMENT	19,050	0	19,050	6,828.52	.00	48,830.07	45.3%
042 ANIMAL CONTROL	89,247	0	89,247	40,416.93	38,193.19	84,585.62	58.1%
050 HEALTH DEPARTMENT	201,785	0	201,785	79,006.19	1,123.90	86,924.48	35.5%
051 HUMAN SERVICES	134,809	0	134,809	46,760.62	10,408.08	85,383.37	33.3%
053 SENIOR SERVICES	127,927	0	127,927	32,135.55	5,675.69	66,063.74	29.1%
054 YOUTH SERVICES	108,429	0	108,429	36,689.57	4,421.11	119,843.19	29.9%
055 TRANSPORTATION SERVICES	170,856	0	170,856	46,591.70	11,038.52	154,453.51	42.1%
060 RECREATION DEPARTMENT	266,817	0	266,817	101,324.97	31,069.01	340,169.74	44.9%
061 LIBRARY	617,326	0	617,326	246,087.25	.00	3,212,825.00	10.1%
070 BONDED DEBT	3,575,200	0	3,575,200	362,375.55	1,103,159.00	1,334,149.07	65.8%
080 EMPLOYEE BENEFITS	3,897,360	0	3,897,360	1,460,051.22	22,962,494.73	67,637.75	27.8%
090 BOARD OF EDUCATION	31,805,990	0	31,805,990	8,843,495.27	310.72		38.4%
119 DEVELOPMENT COMPLIANCE	109,780	0	109,780	41,831.53			

# TOWN OF CROMWELL, CT

## YEAR-TO-DATE BUDGET REPORT

FOR 2021 05

ACCOUNTS FOR:		ORIGINAL	ESTIM REV	ESTIM REV	REVISED	ACTUAL YTD	REMAINING	PCT
001 GENERAL FUND		ESTIM REV	ADJSTMTS	EST REV	REVENUE	REVENUE	REVENUE	COLL
002	TOWN CLERK'S OFFICE	-294,500	0	-294,500	-171,779.55	-122,720.45	58.3%	
021	TAX COLLECTOR	-45,491,635	0	-45,491,635	-25,456,900.82	-20,034,734.18	56.0%	
022	ASSESSOR'S OFFICE	-1,000	0	-1,000	-597.00	-403.00	59.7%	
030	PUBLIC WORKS ADMIN.	-45,900	0	-45,900	-16,245.48	-29,654.52	35.4%	
033	BUILDING INSPECTION	-350,000	0	-350,000	-221,421.73	-128,578.27	63.3%	
040	POLICE DEPARTMENT	-86,800	0	-86,800	-25,889.10	-60,910.90	29.8%	
042	ANIMAL CONTROL	-550	0	-550	.00	-550.00	.0%	
050	HEALTH DEPARTMENT	-30,000	0	-30,000	-4,350.00	-25,650.00	14.5%	
053	SENIOR SERVICES	-1,500	0	-1,500	-50.00	-1,450.00	3.3%	
061	LIBRARY	-5,000	0	-5,000	-359.81	-4,640.19	7.2%	
206	BOARDS & COMMISSIONS	-9,500	0	-9,500	-1,967.40	-7,532.60	20.7%	
207	STATE OF CONNECTICUT	-5,372,466	0	-5,372,466	-1,447,624.02	-3,924,841.98	26.9%	
208	MISCELLANEOUS SOURCES	-554,741	0	-554,741	-175,649.73	-379,091.27	31.7%	
999	FUND BALANCE	-363,300	0	-363,300	.00	-363,300.00	.0%	
TOTAL GENERAL FUND		-52,606,892	0	-52,606,892	-27,522,834.64	-25,084,057.36	52.3%	

Posted Refund Transaction (s)		TOWN OF CROMWELL	Int Date: 12/01/2020		Date: 12/01/2020		Page: 1			
Condition(s) :	Name		Prop Loc/Vehicle Info.		Paid Date	Tax	Int	L/F	Total Adjusted	Overpaid Tax
Bill	Address		UniqeID/Reason							
Dist/Susp/Bank										
2017-03-0058898	NISSAN INFINITI LT		2014/3N1AB7AP2EY263092		11/12/2020	0.00	0.00	0.00	0.00	
1	8900 FREEPORT PKWY		58906			241.31	0.00	0.00	241.31	-241.31
	IRVING TX 75063-2409		Sec. 12-129 Refund of Excess Payments.							
2018-02-0000863	QUANTUM LLC		134 BERLIN ROAD		1/29/2020	2,056.48	0.00	0.00	2,056.48	
	134 BERLIN ROAD		06000000			3,041.06	46.27	0.00	3,087.33	-984.58
	CROMWELL CT 06416		Sec. 12-129 Refund of Excess Payments.							
2018-03-0061198	SCOTT CHERYL S		1997/4S3B68567647914		10/27/2020	8.21	0.00	0.00	8.21	
	5 GREENWAY DR		61198			29.86	4.00	7.59	41.45	-21.65
	CROMWELL CT 06416-2536		Sec. 12-129 Refund of Excess Payments.							
2018-03-0061199	SCOTT CHERYL S		2002/4S3B665X27662671		10/27/2020	62.05	0.00	0.00	62.05	
	5 GREENWAY DR		61199			147.17	15.76	11.68	174.61	-85.12
	CROMWELL CT 06416-2536		2006/WAULL44E86N022371			109.33	0.00	0.00	109.33	
2019-03-0058633	NAUGHTON CHRISTOPHER T		58632		11/16/2020	120.87	9.58	5.00	135.45	-11.54
	1 SUMMIT DR		Sec. 12-129 Refund of Excess Payments.							
2019-03-0058776	NISSAN INFINITI LT		2017/1N6AD0EVLHN773214		11/19/2020	418.68	0.00	0.00	418.68	
	PO BOX 254648		58774			502.63	0.00	0.00	502.63	-83.95
0056	SACRAMENTO CA 95865-4648		Sec. 12-129 Refund of Excess Payments.							
2019-03-0058864	NISSAN INFINITI LT		2016/1N4AA6AP2GC439473		11/20/2020	32.47	0.00	0.00	32.47	
	PO BOX 254648		58862			391.33	0.00	0.00	391.33	-358.86
0056	SACRAMENTO CA 95865-4648		2017/KMAT2M2HP615892		11/19/2020	340.48	0.00	0.00	340.48	
2019-03-0058900	NISSAN INFINITI LT		58898			371.31	0.00	0.00	371.31	-30.83
	PO BOX 254648		2017/5N1DR2MM4HC673587		11/20/2020	384.87	0.00	0.00	384.87	
0056	SACRAMENTO CA 95865-4648		58914			513.14	0.00	0.00	513.14	-128.27
2019-03-0061607	PO BOX 254648		2016/WDCYC7DF5GK247219		10/20/2020	2,064.85	0.00	0.00	2,064.85	
	SACRAMENTO CA 95865-4648		61610			2,753.12	165.19	5.00	2,923.31	-688.27
	8 SHADY LN		Sec. 12-129 Refund of Excess Payments.							
	CROMWELL CT 06416-1275									
TOTAL	10					5,477.42	0.00	0.00	5,477.42	-2,634.38
						8,111.80	240.80	29.27	8,381.87	

## **Matus, Re**

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**From:** Spina, Louis  
**Sent:** Tuesday, December 1, 2020 11:28 AM  
**To:** Matus, Re  
**Cc:** Mayor; Salvatore, Anthony; Harriman, Jon  
**Subject:** RE: Town Council Meeting December 9th

Re,

Please put this on the agenda:

Discussion and possible approval for a bid waiver to allow VHB to provide an update to Pavement Management Evaluation.

Thanks,

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

---

**From:** Matus, Re  
**Sent:** Monday, November 30, 2020 12:02 PM  
**To:** Anderson, Bonnie <banderson@cromwellct.com>; Baron, Shawna <soneil@cromwellct.com>; Bell, Wesley <wbell@cromwellct.com>; Canney, Kara <kcanney@cromwellct.com>; Chief Lamontagne <Chief.Lamontagne@cromwellpd.com>; Doyle, JoAnn <jdoyle@cromwellct.com>; Egan, John <jegan@cromwellct.com>; Kelly, Alice <akelly@cromwellct.com>; Kieras, Scott <skieras@cromwellct.com>; Nesci, Salvatore <snesci@cromwellct.com>; Popper, Stuart <spopper@cromwellct.com>; Price, Bonnie <bprice@cromwellct.com>; Saada, Amy <asaada@cromwellct.com>; Sienna, Douglas <dsienna@cromwellct.com>; Spina, Louis <lspina@cromwellct.com>; Sylvester, Marianne <msylvester@cromwellct.com>  
**Subject:** Town Council Meeting December 9th

Good Afternoon....

Please get any items you need on the December Agenda to me by Wednesday noon.

Thanks,

Re



Phone 860.807.4300

Fax 860.372.4570

www.vhb.com

Engineers | Scientists | Planners | Designers

100 Great Meadow Road

Suite 200

Wethersfield, CT 06109-2377

## Client Authorization

☒ New Contract:

Date: December 2, 2020

☐ Amendment No.:

Project No.: 88063.25

Project Name: Pavement Management Update

		Fee	
		Amendment	Contract Total
To:	Lou Spina Director of Public Works Town of Cromwell 41 West Street Cromwell, CT 06416	Lump Sum by Task:	\$15,000
		<b>TOTAL:</b>	<b>\$15,000</b>
E-mail:	lspina@cromwellct.com	<input checked="" type="checkbox"/> Lump Sum <input type="checkbox"/> Lump Sum + Expenses	<input type="checkbox"/> Time & Expenses

Phone No: (860) 632-3420

Estimated Date of Completion: TBD based on Town needs

### Scope of Services:

#### 1. Pavement Condition Update

VHB will re-evaluate the pavement condition of approximately fifty-eight (58) centerline miles of Town maintained roads using the same rating method that has been used for past evaluations in Cromwell. VHB will use pre-existing pavement management section termini and other network identification data. Minor changes to clarify termini names and other changes and additions may be made to pavement management sectioning where necessary. The pavement engineer performing the evaluation will make a treatment recommendation based on the conditions observed in the field. VHB will perform in office quality checks on the data collected. The data will be delivered to the Town in the database format preferred by the Town, which may be in the existing SQL database, GIS format, and/or MS Excel format.

#### 2. Data Analysis and Report

VHB will meet with the Town to review the condition data and to discuss treatments, unit costs, and other pavement and budget information. VHB will then perform an analysis of pavement improvement needs throughout the Town based on the updated data. VHB will produce an executive summary report of findings based on the analysis. The report will include narrative, charts, and maps describing the findings, and will include a complete listing of pavement segments with their recommended level of repair, the backlog of outstanding paving needs, the effect of potential funding scenarios on the average Town-wide pavement condition. We have allocated 40 hours for this task. The tasks and deliverables may be adjusted at the client's discretion provided the overall effort remains the same.





Ref: 88063.25  
December 2, 2020  
Page 2

## SCHEDULE

Should circumstances beyond the control of VHB, such as changes or an increase in the Scope of Services, or a change in the condition under which the services are to be provided (i.e. snow, leaf, or ice coverage) require an extension of time, VHB shall notify the Client in writing as to why the specified period of time is inadequate and submit a revised project schedule. If the Client determines that an extension is warranted, both parties shall agree to an acceptable completion date. The proposed project schedule is shown below:

Note: Specific dates will be established after discussion with Town.

## SCHEDULE

Task	Weeks from Receipt of Contract to Completion
1. Field Pavement Condition Update (58 miles)	8
2. Data Analysis and Report	12

## FEE

Task	Fee
1. Pavement Condition Update (58 miles)	\$9,000
2. Data Analysis and Report	6,000

**Total Fee** **\$15,000**

Prepared By: **Gordon Daring**

Department Approval: 

Please execute this Client Authorization for VHB to proceed with the above scope of services at the stated estimated costs. No services will be provided until it is signed and returned to VHB.

☒ Subject to attached terms & conditions.

☐ Subject to terms & conditions in our original agreement dated

**Vanasse Hangen Brustlin, Inc. Authorization**

**Client Authorization (Please sign original and return)**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**PART II STANDARD TERMS AND CONDITIONS.** The engagement of VHB by Client is under the following terms and conditions. These terms and conditions are an integral part of the collective Agreement between Client and VHB.

**SCOPE OF SERVICES.** VHB shall perform the services set forth in the attached Scope of Services. Requests for additional services and any associated fee adjustment must be authorized in writing before additional services can begin.

**PERFORMANCE STANDARDS.** VHB's services require decisions that are not based upon science, but rather upon judgmental considerations. In the performance or furnishing of professional services hereunder, VHB, and those it is responsible for, shall exercise the degree of skill and care ordinarily exercised by similarly practicing professionals performing similar services under similar conditions in the same locality ("Standard of Care"). VHB shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other information provided by Client.

**SCHEDULE.** VHB shall perform its services as set forth in the Scope of Services as expeditiously as consistent with the Standard of Care and the orderly progress of the Work. VHB shall not be responsible for failure to perform or for delays in the services arising out of factors beyond the reasonable control or without the fault or negligence of VHB.

**PAYMENT.** The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. Retainers will be applied to the last invoice. A RETAINER OF \$[ ] IS REQUIRED BEFORE SERVICES WILL COMMENCE.

Invoices will be rendered monthly and are due upon receipt. Any invoice unpaid more than 30 days after date of invoice will bear interest at 1-1/2 percent per month.

If Client fails to pay any invoice within 45 days of the date of invoice, VHB may, without waiving any other claim or right against Client or incurring any liability for delay, suspend the services until VHB has been paid in full. Sealed plans, final documents, reports, and attendance at meetings/hearings will not be provided unless payment for services is current.

If VHB is performing services for Client under multiple projects, payments must be current on all projects for services hereunder to continue. Client acknowledges VHB's right to suspend services and withhold plans and documents, as provided above, if any payments are overdue. If services are suspended for 30 days or longer, upon resuming services VHB shall be entitled to expenses incurred in the interruption and resumption of its services. If

services are suspended for 90 days or longer, VHB shall be entitled to expenses incurred in the interruption and resumption of its services and fees for remaining services shall be equitably adjusted.

The parties agree to coordinate invoices to assure timely payment. At minimum, VHB's project manager and Client's representative will confer as often as necessary about any issues involving invoicing and collections. Client's representative will contact VHB's project manager forthwith upon receipt of an invoice about any questions or issues concerning invoiced amounts. If Client's representative and VHB's project manager are unable to resolve any questions or issues, Client's representative will line item any disputed or questionable amount and pay VHB. VHB, at its option, may revise and resubmit disputed amounts at a later date.

Should it become necessary to utilize legal or other resources to collect any or all monies rightfully due for services rendered under this Agreement, VHB shall be entitled to full reimbursement of all such costs, including reasonable attorneys' fees, as part of this Agreement.

**OWNERSHIP OF WORK PRODUCT.** All work products (whether in hard or electronic form) prepared by VHB pursuant to the Agreement are instruments of service with respect to the Project and are not authorized, intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse by Client or a third person or entity authorized by Client without written verification or adaptation by VHB for the specific application will be at Client's sole risk and without liability or legal exposure to VHB. Client shall release, defend, indemnify and hold harmless VHB from all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle VHB to additional compensation at rates to be agreed upon by VHB and Client, third person, or entity seeking to reuse said documents.

Client recognizes that information recorded on or transmitted as electronic media, including CADD documents ("Electronic Documents") is subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to Client for informational purposes only and are not represented as suitable for any use or purpose.

VHB retains the copyright in all work products produced in connection with this Agreement, unless otherwise agreed to in writing by an authorized VHB representative. VHB licenses to Client on a non-exclusive basis the use of work products produced solely in connection with this Agreement. The license

may be revoked for any failure of Client to perform under this Agreement.

**CERTIFICATIONS.** VHB shall not be required to sign any documents, no matter by whom requested, that would result in VHB having to certify, guarantee or warrant the existence of conditions whose existence VHB cannot wholly ascertain. Any certification provided by VHB shall be so provided based on VHB's knowledge, information, and belief subject to the preceding sentence, and shall reflect no greater certainty than VHB's professional opinion developed through and consistent with the Standard of Care. VHB shall be compensated for any work necessary to assess project compliance with regulatory standards for purposes of such certification.

**INSURANCE.** VHB agrees to carry the following insurance during the term of this Agreement:

- Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits
- Comprehensive General Liability Insurance including Products Completed, Contractual, Property, and Personal Injury coverage with combined single limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate
- Professional Liability Insurance with a limit of \$1,000,000 per claim and in the aggregate
- Automobile Liability Insurance including non-owned and hired automobiles with a combined single limit of \$1,000,000 per occurrence

Certificates of insurance will be furnished upon request. If Client requires additional insurance coverage, and it is available, Client agrees to reimburse VHB for such additional expense.

**INDEMNITY.** Client and VHB shall at all times indemnify and save harmless each other, their officers, and employees on account of damages, losses, expenses, reasonable counsel fees, and compensation arising out of any claims for damages, personal injuries and/or property losses sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its employees, or subcontractors in connection with the Project, and/or under this Agreement.

Client agrees to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, employees and subconsultants from and against any and all claims, suits, demands, liabilities costs including reasonable attorneys' fees, and defense costs caused by, arising out of, or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products, or material that exist on, about, or adjacent to the job site.

**LIMITATION ON VHB'S RESPONSIBILITY AND JOBSITE**

**SAFETY.** VHB will not be responsible for the acts or omissions of

contractors or others at the Site, except for its own subcontractors and employees. Neither the professional activities of VHB nor the presence of VHB or its employees or subconsultants at a project site shall relieve the other parties on this project of their obligations, duties, and, including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. VHB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. Client agrees that Contractor shall be solely responsible for job site safety and warrants that this intent shall be carried out in Client's contract with Contractor.

**ALLOCATION OF RISK.** In recognition of the relative risks and benefits of the Project to both Client and VHB, the risks have been allocated such that Client agrees that to the fullest extent permitted by law, VHB's total liability in the aggregate to Client and any persons or entities claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project and/or this Agreement from any cause or causes, including, but not limited to, VHB's negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the higher of \$50,000 (fifty thousand dollars), or ten (10) percent of the compensation actually paid to VHB. Client and VHB may agree to a higher limitation of liability for an increased fee.

**DISPUTE RESOLUTION.** All questions in dispute under this Agreement shall be submitted to non-binding mediation as a condition precedent to the institution of legal proceedings. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within ten (10) days after the service of the notice. The parties shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties be unable to agree on a resolution of the dispute, then the parties shall proceed with mediation in accordance with the mediation rules of the American Arbitration Association. The cost of mediation shall be borne equally by both parties. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

**LEGAL SUPPORT.** To the extent VHB is required to respond to any dispute resolution process, including, but not limited to, requests for document production, discovery or a request to appear in any deposition or legal proceeding, which is related to the Scope of Services but does not arise out of VHB's negligent

acts, errors or omissions, Client shall compensate VHB for all costs incurred by VHB, including reasonable attorneys' fees.

**DESCRIPTIVE HEADINGS AND COUNTERPARTS.** The headings contained in this Agreement are for convenience of reference only and shall not constitute a part hereof, or define, limit or in any way affect the meaning of any of the terms or provisions hereof. This Agreement may be executed in two or more counterparts, and any party hereto may execute any such counterpart, which, when executed and delivered, shall be deemed to be an original and all of such counterparts taken together shall be deemed to be one and the same instrument.

**EXCLUSIVE REMEDIES.** In the event that any dispute is not remedied through the alternative dispute resolution procedures set forth herein, all claims, actions, and rights of action arising from or relating in any way to this Agreement or the services performed thereunder, whether in contract, tort, indemnity and all other rights of action whatsoever, shall be filed in a court of competent jurisdiction within three years of the completion of such services, or all such claims, actions and rights of action shall be waived. Recovery under this Agreement shall be limited by the parties' agreement on Allocation of Risk and the remainder of this section.

Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any liquidated, incidental, special, indirect or other consequential damages incurred, regardless of the nature of the cause or whether caused by Client or VHB, or their employees, subconsultants, or subcontractors. Consequential damages include, without limitation, loss of use, loss of profits, loss of production, or business interruption; however, the same may be caused.

VHB and Client waive all claims against each other arising out of or related to this Agreement or the services to the extent that losses, damages, and liabilities associated with such claims have been compensated by the proceeds of property insurance or any other insurance policy.

VHB makes no warranties or guarantees, express or implied, under this Agreement or any other contract document with respect to its provision of professional services. In entering into this Agreement, Client has relied only upon the representations set forth in this Agreement. No verbal warranties, representations, or statements shall be considered a part of this Agreement or a basis upon which Client relied in entering into this Agreement.

**NO THIRD PARTY BENEFICIARIES.** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either Client or VHB. In addition, nothing herein shall be construed as creating a contractual relationship between Client and any VHB employee,

representative, or consultant. Client agrees that in the event of a dispute regarding this Agreement or the services rendered by VHB hereunder, Client shall only seek recourse against VHB and waives any right to pursue a claim against VHB's individual directors, officers or employees.

VHB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event Client later elects to reduce VHB's Scope of Services, Client hereby agrees to release, hold harmless, defend, and indemnify VHB from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

**SEVERABILITY.** The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

**TAXES.** Any taxes or fees, enacted by local, state, or federal government and based on gross receipts or revenues, will be invoiced to and payable by Client as an additional amount due under this Agreement.

**PROJECT SPECIFIC PROVISIONS.** To the extent the Scope of Services involves any of the following services/geographies, the following general provisions apply accordingly:

**AMERICANS WITH DISABILITIES ACT (ADA).** Client understands and agrees that ADA standards are evolving and subject to varying, potentially contradictory interpretations and applications. VHB will use its reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances, and regulations as they apply to the project. VHB cannot and does not warrant or guarantee that Client's Project will comply with all ADA requirements or ADA interpretations or other applicable regulatory interpretations.

**CLIMATE CHANGE/FLOOD ANALYSIS.** Consultant shall not be responsible or liable for any damages, losses, litigation, expenses, counsel fees and compensation arising out of any claims, damages, personal injuries and/or property losses related to flooding conditions whether directly or indirectly due to flood water damage, and Client shall at all times indemnify and hold harmless VHB, its respective officers, agents and employees on account of any related claims, damages, losses, expenses and counsel fees related thereto.

#### **CONSTRUCTION PHASE SERVICES**

**SITE VISITS.** VHB shall make periodic site visits upon the request of Client or as otherwise agreed in writing by Client and VHB for

the limited purpose of determining whether work is in general conformance with VHB's plans and specifications. Such visits are not intended to be an exhaustive check or a detailed inspection of Contractor's work. VHB shall not supervise or have control over Contractor's work nor have any responsibility for construction ways, means, methods, techniques, sequences, or procedures selected by Contractor nor for Contractor's safety precautions or programs in connection with the Work.

**SHOP DRAWINGS.** VHB's review and approval of submittals such as shop drawings, product data, samples, and other data, shall be for the limited purpose of checking for conformance with the design concept and the information in VHB's documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades, or construction safety precautions, all of which are the sole responsibility of Contractor and other unrelated parties. Review of a specific item shall not indicate that VHB has reviewed the entire assembly of which the item is a component. VHB shall not be responsible for any deviations from VHB's documents or other documents that are not brought to the attention of VHB in writing by Contractor. VHB shall not be required to review partial submissions or those for which submission of correlated items have not been received.

**GEOTECHNICAL SERVICES.** Client understands that VHB does not perform geotechnical services directly and, if requested, will retain a geotechnical subconsultant on behalf of Client, and VHB shall rely on the accuracy and completeness of data furnished as if the geotechnical services were contracted directly through Client.

**TANK INSPECTION.** Client will provide VHB with available underground storage tank (UST) documentation as necessary. VHB assumes that the documentation and site plans will be in order, be complete and meet regulatory compliance standards. VHB's inspection services are to fulfill regulatory requirements and do not include invasive testing or equipment calibration and testing. Accordingly, Client expressly agrees that VHB shall have no liability for equipment functioning or malfunctioning, product releases or spills.

**LSP SERVICES – PROJECTS LOCATED IN MASSACHUSETTS.** In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some

instances a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which VHB has provided LSP services is audited by MADEP pursuant to the provisions of the Massachusetts Contingency Plan, VHB shall be entitled to additional compensation to provide such services as may be necessary to assist Client in its response to MADEP.

Client understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of Client, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, Client recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. Client also agrees to hold VHB and its LSP harmless for any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.

**PROJECTS LOCATED IN FLORIDA.  
FLORIDA STATUTES SECTION  
558.0035 (2013), AN INDIVIDUAL  
EMPLOYEE OR AGENT MAY NOT BE  
HELD INDIVIDUALLY LIABLE FOR  
ECONOMIC DAMAGES RESULTING  
FROM NEGLIGENCE OCCURRING  
WITHIN THE COURSE AND SCOPE  
OF THIS AGREEMENT.**



STATE OF CONNECTICUT  
OFFICE OF POLICY AND MANAGEMENT

11/9/2020

Town of Cromwell  
The Honorable Enzo Faienza  
41 West Street  
Cromwell, CT 06416

Dear Mayor Faienza:

Governor Ned Lamont and I would like to congratulate you and the Town of Cromwell on your \$95,904.00 grant through the 2020 Small Town Economic Assistance Program (STEAP) for the following project:

PROJECT NAME: Community Field Road Parking Lot  
PROJECT DESCRIPTION: Install electric charging stations and lighting  
Qualifies for COVID-Related Project Provision: NO  
Other Comments (if applicable): N/A

**Please confirm your award no later than 12/9/2020, by contacting Acting Undersecretary Martin Heft at the Office of Policy and Management at [Martin.Heft@ct.gov](mailto:Martin.Heft@ct.gov).**

The Department of Economic and Community Development will administer your award. We are providing a copy of this letter to Christine Marques of Department of Economic and Community Development. After confirming your award with Martin Heft, please contact Christine Marques, at [Christine.Marques@ct.gov](mailto:Christine.Marques@ct.gov) as soon as possible to begin the grant contract process.

**You should not proceed with any anticipated STEAP-funded project work until you are fully aware of any contractual terms required by the administering agency. This letter does not constitute a contract.**

Please keep in mind that your receipt of these STEAP funds will be contingent upon your compliance with the rules and regulations of the agency that administers your award, and reimbursement(s) of funds will not occur without a fully executed agreement between the municipality and the state administering agency.

Thank you and best of luck with your project.

Sincerely,

A handwritten signature in cursive script, reading "Melissa McCaw".

Melissa McCaw, Secretary

C: Martin Heft, Acting Undersecretary, OPM  
Christine Marques- Department of Economic and Community Development

Popper, Stuart  
Friday, November 20, 2020 10:29 AM  
Sylvester, Marianne  
FW: STEAP Award - Cromwell  
STEAP Award Letters 11.9.2020\_Cromwell.pdf

uart

**From:** Heft, Martin <Martin.Heft@ct.gov>  
**Sent:** Monday, November 09, 2020 12:30 PM  
**To:** Mayor <mayor@cromwellct.com>; Popper, Stuart <spopper@cromwellct.com>; Marques, Christine <Christine.Marques@ct.gov>  
**Subject:** STEAP Award - Cromwell

Governor Lamont Approves \$11 Million in State Funding for Capital Improvement Projects in 94 Connecticut Towns

Please see your attached STEAP 2020 Award Letter. Note that there are two requirements:

1. You must confirm your award to Martin.Heft@ct.gov by December 9, 2020.
2. You must contact the assigned administering agency prior to any project related work or expenditures are made.

Upon receipt of your confirmation, your application packet will be sent to the assigned administering agency to establish a contract between them and your municipality. Do not incur or authorize any activity against STEAP funds until a signed contract is in place.

**Martin L. Heft**  
Acting Undersecretary  
Intergovernmental Policy and Planning Division  
Office of Policy and Management  
450 Capitol Avenue MS# 54SLP  
Hartford CT 06106-1379  
Office: 860.418.6355  
Cell: 959.282.6239  
<https://portal.ct.gov/OPM/IGPP-MAIN/IGPP-Home-Page>



FOR UPDATED COVID19 INFORMATION: [WWW.CT.GOV/CORONAVIRUS](http://WWW.CT.GOV/CORONAVIRUS)



STATE OF CONNECTICUT  
OFFICE OF POLICY AND MANAGEMENT

11/9/2020

Town of Cromwell  
The Honorable Enzo Faienza  
41 West Street  
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Dear Mayor Faienza:

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Other Comments (if applicable): N/A

**Please confirm your award no later than 12/9/2020, by contacting Acting Undersecretary Martin Heft at the Office of Policy and Management at [Martin.Heft@ct.gov](mailto:Martin.Heft@ct.gov).**

The Department of Economic and Community Development will administer your award. We are providing a copy of this letter to Christine Marques of Department of Economic and Community Development. After confirming your award with Martin Heft, please contact Christine Marques, at [Christine.Marques@ct.gov](mailto:Christine.Marques@ct.gov) as soon as possible to begin the grant contract process.

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Thank you and best of luck with your project.

Sincerely,

A handwritten signature in cursive script, reading "Melissa McCaw".

Melissa McCaw, Secretary

C: Martin Heft, Acting Undersecretary, OPM  
Christine Marques- Department of Economic and Community Development





Department of Economic and  
Community Development

State Historic Preservation Office

450 Columbus Boulevard, Suite 5 | Hartford, CT 06103 | 860.500.2300 | cultureandtourism.org

## PROJECT REVIEW COVER FORM

This is: ☐ a new submittal ☐ supplemental information ☐ other Date Submitted: \_\_\_\_\_

### PROJECT INFORMATION

Project Name: \_\_\_\_\_

Project Proponent: \_\_\_\_\_  
The individual or group sponsoring, organizing, or proposing the project.

Project Street Address: \_\_\_\_\_  
Include street number, street name, and or Route Number. If no street address exists give closest intersection.

City or Town: \_\_\_\_\_ County: \_\_\_\_\_  
Please use the municipality name and **not** the village or hamlet.

### PROJECT DESCRIPTION

Describe the overall project in detail. As applicable, provide any information regarding past land use, project area size, renovation plans, demolitions, and/or new construction. Note if this will included in a separate attachment:

List all state and federal agencies involved in the project and indicate the funding, permit, license or approval program pertaining to the proposed project:

Agency Type	Agency Name	Program Name
<input type="checkbox"/> State <input type="checkbox"/> Federal		
<input type="checkbox"/> State <input type="checkbox"/> Federal		
<input type="checkbox"/> State <input type="checkbox"/> Federal		
<input type="checkbox"/> State <input type="checkbox"/> Federal		

If there is no state or federal agency involvement, please state the reason for your review request:

### FOR SHPO USE ONLY

Based on the information submitted to our office for the above named property and project, it is the opinion of the Connecticut State Historic Preservation Office that no historic properties will be affected by the proposed activities.\*

Mary Dunne/Catherine Labadia  
Deputy State Historic Preservation Officer

Date

\*All other determinations of effect will result in a formal letter from this office

## PROJECT REVIEW COVER FORM

### CULTURAL RESOURCES IDENTIFICATION

Background research for previously identified historic properties within a project area may be undertaken at the SHPO's office. To schedule an appointment, please contact Catherine Labadia, 860-500-2329 or [Catherine.labadia@ct.gov](mailto:Catherine.labadia@ct.gov). Some applicants may find it advantageous to hire a qualified historic preservation professional to complete the identification and evaluation of historic properties.

Are there any historic properties listed on the State or National Register of Historic Places within the project area?

☐ Yes ☐ No ☐ Do Not Know

If yes, please identify: \_\_\_\_\_

### Architecture

Are there any buildings, structures, or objects within the project area (houses, bridges, barns, walls, etc.)?

☐ Yes (attach clearly labelled photographs of each resource and applicable property cards from the municipality assessor)

☐ No (proceed to next section)

Are any of the buildings, structures or objects greater than 50 years old? ☐ Yes ☐ No ☐ Do Not Know

If the project involves rehabilitation, demolition, or alterations to existing buildings older than 50 years, provide a work plan (If window replacements are proposed, provide representative photographs of existing windows).

### Archeology

Does the proposed project involve ground disturbing activities?

☐ Yes (provide below or attach a description of current and prior land use and disturbances. Attach an excerpt of the soil survey map for the project area. These can be created for free at: <https://websoilsurvey.nrcs.usda.gov>

☐ No

### CHECKLIST (Did you attach the following information?)

<p>Required for all Projects</p> <p><input type="checkbox"/> Completed Form</p> <p><input type="checkbox"/> Map clearly labelled depicting project area</p> <p><input type="checkbox"/> Photographs of current site conditions</p> <p><input type="checkbox"/> Site or project plans for new construction</p>	<p>Required for Projects with architectural resources</p> <p><input type="checkbox"/> Work plans for rehabilitation or renovation</p> <p><input type="checkbox"/> Assessor's Property Card</p> <p>Required for Projects with ground disturbing activities</p> <p><input type="checkbox"/> Soil survey map</p>
<p>Suggested Attachments, as needed</p> <p><input type="checkbox"/> Supporting documents needed to explain project</p> <p><input type="checkbox"/> Historic maps or aerials (available at <a href="http://magic.lib.uconn.edu">http://magic.lib.uconn.edu</a> or <a href="https://www.historicaerials.com/">https://www.historicaerials.com/</a>)</p>	
<p><input type="checkbox"/> Supporting documents identifying historic properties</p>	

### PROJECT CONTACT

Name: \_\_\_\_\_ Firm/Agency: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Federal and state laws exist to ensure that agencies, or their designated applicants, consider the impacts of their projects on historic resources. At a minimum, submission of this completed form with its attachments constitutes a request for review by the Connecticut SHPO. The responsibility for preparing documentation, including the identification of historic properties and the assessment of potential effects resulting from the project, rests with the federal or state agency, or its designated applicant. The role of SHPO is to review, comment, and consult. SHPO's ability to complete a timely project review largely depends on the quality of the materials submitted. Please mail the completed form with all attachments to the attention of Environmental Review at the address above. Electronic submissions are not accepted at this time.

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT  
STATE OF CONNECTICUT  
(AN EQUAL OPPORTUNITY EMPLOYER)  
**CERTIFIED RESOLUTION OF THE GOVERNING BODY**

I, \_\_\_\_\_, \_\_\_\_\_, certify that below is a true and correct copy of a

(Name of Official)

(Title of Official)

resolution duly adopted by \_\_\_\_\_

(Name of the Applicant)

at a meeting of its \_\_\_\_\_

(Governing Body)

duly convened on \_\_\_\_\_ and which has not been rescinded or modified in

(Meeting Date)

any way whatsoever and is at present in full force and effect.

(Date)

(Signature and Title of Official)

**SEAL**

**WHEREAS**, pursuant to \_\_\_\_\_,

(State Statutory Reference)

the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and **WHEREAS**, it is desirable and in the public interest that the \_\_\_\_\_ make an application to the State for

(Applicant)

\$ \_\_\_\_\_ in order to undertake the \_\_\_\_\_

(Name and Phase of Project)

and to execute an Assistance Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE**

(Governing Body)

1. That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by

(State Statutory Reference)

2. That the filing of an application for State financial assistance by

(Applicant)

in an amount not to exceed \$ \_\_\_\_\_ is hereby approved and that

---

(Title and Name of Authorized Official)

is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of

---

(Name of Applicant)

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# CROMWELL POLICE DEPARTMENT

---

*Denise Lamontagne*  
*Chief of Police*

## MEMO

**TO:** Anthony Salvatore  
Town Manager

**FROM:** Chief Denise Lamontagne 

**SUBJECT:** Town Council Report

**DATE:** December 1, 2020

In preparation for the December Town Council meeting, I am providing you the November monthly statistics. Also, I am including a report from K-9 Officer John Carlson for activity for the month of November 2020.

Use of Force Incidents: one (October 14, 2020)

Civilian Complaints: none

Training: Sgt. Maslauskas – FBI LEEDA (Supervisory Leadership)  
Sgt. Bengtson – FBI LEEDA (Executive Leadership) \*  
Sgt. Parsons - FBI LEEDA (Executive Leadership) \*  
Off. Pietraroia – Recertification, L.E.A.D.S. Instructor Training  
Off. Alicea – Recertification  
Det. Tolton – Recertification  
Det. Young – Recertification  
Sgt. Penn – C.A.B.L.E. Basic Crisis Intervention  
Off. Haughton - C.A.B.L.E. Basic Crisis Intervention  
Off. Perlini - C.A.B.L.E. Basic Crisis Intervention  
Off. Jespersen - C.A.B.L.E. Basic Crisis Intervention  
Off. Carlson - C.A.B.L.E. Basic Crisis Intervention  
12 officers – CPR  
9 officers – Domestic Minor Sex Trafficking

\*Training class was canceled after one day of training due to COVID-19

We applied for and received a \$2000.00 grant from Walmart for the K-9 fund.

We applied for and received a grant for a Prescription Drug Box from CVS. The box has been installed, and a license from the Department of Consumer Protection has been received. The Prescription Drug Box will be in service in the near future.

Throughout the month of November members of the Cromwell Police Department ditched their razors, and grew the world's greatest mustache to show support for Connecticut cancer patients. We were able to raise \$505 of which 100% will be distributed to CT cancer patients and their caregivers in our state to assist with basic living expenses.

We are participating in a Giving Tree, which will benefit students of the Cromwell School District (see attached flyer and posted on Cromwell Police Department Facebook).



# CROMWELL POLICE DEPARTMENT

---

*Denise Lamontagne*  
*Chief of Police*

**TO:** Chief Denise Lamontagne

**FROM:** K-9 Officer John Carlson

**SUBJECT:** Monthly K-9 Activity November 2020

**DATE:** 12-01-2020

Beginning November 1, 2020 through November 30, 2020 I am reporting the following activities for the K-9 unit:

November 3, 2020 – K-9 Narcotics quarterly in-service at K-9 Unit in Meriden – 8 Hours

November 3, 2020 – Case #20-11213 – K-9 Track from burglary for Berlin PD – Negative results

November 4, 2020 – K-9 Narcotics quarterly in-service at K-9 Unit in Meriden – 8 Hours

November 4, 2020 – Case #20-11250 – K-9 Track for suspicious male at Quality Inn – Individual located in room

November 5, 2020 – Case #20-11285 – K-9 Article search for possible firearm in the area – Negative results

November 7, 2020 – Case #20-11332 – K-9 Narcotics vehicle search – Large quantity of narcotics and currency located – The Accused was arrested and charged with the following:

- Possession of Drugs Within 1,500 Feet of a School/Daycare; 21a-279(d)
- Possession of Drug Paraphernalia; 21a-267(a)
- Possession of Drug Paraphernalia Within 1,500 Feet of a School/Daycare; 21a-267(c)
- Possession of a Controlled Substance with Intent to Sell; 21a-277(a)
- Illegal Possession of a Controlled Substance; 21a-279(a)

November 8, 2020 – Case #20-11369 – K-9 Track from robbery for Rocky Hill PD – Tracked to parking lot and located evidence

November 9, 2020 – K-9 Monthly patrol in-service at K-9 Unit in Meriden – 8 Hours

November 14, 2020 – Case #20-11585 – K-9 Narcotics vehicle search – Narcotics located as a result of search – The Accused was arrested and charged with the following:

- Possession of Less Than 1/2 Ounce of Marijuana; 21a-279a1st
- Possession of a Controlled Substance; 21a-279a
- Failure to Drive in the Proper Lane; 14-236
- Unsafe Movement; 14-243a

November 22, 2020 – Case #20-11881 – K-9 Narcotics vehicle search – Large quantity of narcotics and currency located – The Accused was arrested and charged with the following:

- Violation of a Protective Order; 53a-223
- Possession of Drug Paraphernalia; 21a-267(a)
- Possession of a Controlled Substance with Intent to Sell; 21a-277(a)
- Possession of a Controlled Substance; 21a-279(a)

Nothing further at this time.



## Monthly NIBRS Statistics

11/01/2020 00:00 Thru 11/30/2020 23:59

Call Description	Curr Mth	Prev Mth	% Chg	Prev Year	% Chg	Year To Date	Year To Date 2019	% Chg
	11/ 2020	10/ 2020	Mth to Mth	11/2019	Mth to Yr	1/1 - 11/30/2020	1/1 - 11/30/2019	2020 / 2019
100 Kidnap/Abduction	0	0	% 0	0	% 0	0	1	% -100
11A Forcible Rape	0	0	% 0	0	% 0	2	1	% +100
11B Forcible Sodomy	0	0	% 0	0	% 0	1	0	% +100
11D Forcible Fondling	0	1	% 100	0	% 0	3	2	% +50
120 Robbery	1	0	% +100	0	% +100	5	2	% +150
13A Aggravated Assault	0	0	% 0	0	% 0	3	2	% +50
13B Simple Assault	4	5	% -20	5	% -20	34	44	% -22
13C Intimidation	3	2	% +50	2	% +50	22	27	% -18
200 Arson	0	0	% 0	0	% 0	6	3	% +100
210 Extortion/Blackmail	0	0	% 0	0	% 0	1	0	% +100
220 Burglary/Breaking and Enter	6	9	% -33	1	% +500	34	20	% +70
23B Purse-Snatching	0	0	% 0	0	% 0	0	1	% -100
23C Shoplifting	17	20	% -15	29	% -41	223	211	% +5.68
23D Theft From Building	2	4	% -50	0	% +200	17	37	% -54
23F Theft From Vehicle	6	6	% 0	10	% -40	57	30	% +90
23G Theft of MV Parts or Access	1	2	% -50	0	% +100	8	3	% +166
23H All other Larceny	3	2	% +50	2	% +50	18	12	% +50
240 Motor Vehicle Theft	2	1	% +100	2	% 0	21	15	% +40
250 Counterfeiting/Forgery	1	1	% 0	2	% -50	16	12	% +33.3
26A False Pretenses/Swindle/Con	3	2	% +50	3	% 0	19	14	% +35.7
26B Credit Card/Automatic Telle	1	0	% +100	0	% +100	12	15	% -20
26C Impersonation	0	1	% 100	0	% 0	1	1	% 0
26E Wire Fraud	2	2	% 0	0	% +200	5	7	% -28
26F Identity Theft	0	5	% 20	0	% 0	26	18	% +44.4
26G Hacking/Computer	0	0	% 0	0	% 0	1	0	% +100
270 Embezzlement	1	0	% +100	0	% +100	2	5	% -60
280 Stolen Property Offenses	1	0	% +100	0	% +100	2	0	% +200
290 Destruction/Damage/Vandalis	6	8	% -25	1	% +500	47	50	% -6
35A Drug Narcotic Violations	4	0	% +400	2	% +100	12	23	% -47
35B Drug Equipment Violations	2	0	% +200	1	% +100	12	21	% -42
36B Statutory Rape	0	1	% 100	0	% 0	1	0	% +100
370 Pornography Obscene Materia	0	0	% 0	0	% 0	2	0	% +200
520 Weapon Law Violations	0	0	% 0	1	% 100	5	4	% +25
720 Animal Cruelty	0	0	% 0	0	% 0	0	0	% 0
90A Fraud-Insufficient Funds Ch	1	0	% +100	0	% +100	1	1	% 0
90C Disorderly Conduct	2	5	% -60	3	% -33	21	23	% -8.6
90D Driving under the Influence	0	3	% 33.3	2	% 50	23	32	% -28
90F Family Offenses, Nonviolent	1	1	% 0	0	% +100	7	9	% -22
90G Liquor Law Violations	0	0	% 0	0	% 0	0	2	% -50
90I Runaway	0	0	% 0	0	% 0	1	1	% 0
90J Trespass of Real Property	2	3	% -33	5	% -60	28	29	% -3.4
90Z All Other Offenses	2	6	% -66	3	% -33	62	61	% +1.63
<b>Report Totals:</b>	<b>74</b>	<b>90</b>	<b>% -17</b>	<b>74</b>	<b>% 0</b>	<b>761</b>	<b>739</b>	<b>% +2.97</b>

## Incident Statistics Report

11/01/2020 00:00 Thru 11/30/2020 23:59

Call Type Description	Total for Period
911 Hang Up Call	10
Administrative Matter	26
Alarm - All types	10
ALARM-FALSE BILLABLE	34
All Other Offenses	1
Animal Complaint	14
Assist Motorist	24
Assist Other Agency	26
Burglary	6
CAR WASH	31
Civil Matter	5
Credit Card/ATM Fraud	1
Criminal Mischief / Vandalism	5
Domestic Incident	14
Drug/Narcotic Violation	3
Dumping	1
Escort	1
False Pretenses/Swindling	3
Fight/Disturbance	1
Fingerprinting	27
FV Protocol / P.A.	8
Impaired / Intox Person	3
Juvenile Incident	7
K-9 Assist	7
Larceny - From MV	5
Larceny - MV Parts/Access	1
LARCENY - FROM MV/RECORD ONLY	4
Larceny -Shoplifting	22
Larceny, Bad Checks	1
Larceny- Other	3
Medical Emergency	17
MV Accident	33
MV - Recovered	1
MV Parking Violation	5
MV Theft	2
MV Violation	94
MVA NR PRIV PROP	7
Neighbor Dispute	3
Noise Complaint	9

## Cromwell Police Department

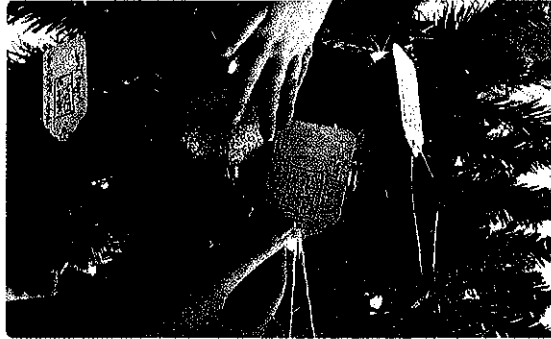
## Incident Statistics Report

11/01/2020 00:00 Thru 11/30/2020 23:59

Call Type Description	Total for Period
Nursing Home Fax Report	2
Prescription Forgery	2
Property Check	432
Property Seized	1
Record Only Call	14
Road Cond/TCS Out	24
ROBBERY	1
See Complainant	28
Serve Warrant INFO	2
Suicide	1
Suspicious Activity	46
TEST CALL	4
Town Ordinance	1
Traffic Assignment	37
Trespassing	1
Unfounded Complaint	17
Untimely Death	2
Unwanted Person	5
Well Being Check	17
Wire Fraud	2
<b>Total:</b>	<b>1114</b>

## *Cromwell Police Department Giving Tree Recipe*

*Generosity doesn't come naturally, it's a recipe we learn from others!*



### WHAT YOU NEED

- A willingness to share
- Community to share with
- A virtual giving tree link: <https://signup.com/go/xXDZgnd>

### DIRECTIONS

1. Visit the virtual Giving Tree and pick a gift off the tree.
2. Head to a local store and purchase your gift.
3. Take your purchases home and wrap them.
4. Return the wrapped gift(s) to the Cromwell Police Department by December 21, 2020. Please affix a tag identifying your gift.

All proceeds will benefit the students in the Cromwell School District.

**TOWN OF CROMWELL  
TOWN COUNCIL SPECIAL MEETING  
WEDNESDAY NOVEMBER 18, 2020  
7:00 P.M. TOWN HALL COUNCIL CHAMBERS**

RECEIVED FOR RECORD  
Nov 24, 2020 02:28P  
JoAnn Doyle  
TOWN CLERK  
CROMWELL, CT



**MINUTES**

**Present:** Mayor E. Faienza, Deputy Mayor J. Donohue, S. Fortenbach, J. Henehan, P. Ahlquist, A. Waters, J. Demetriades

**Also Present:** Town Manager A. Salvatore, Chief of Police D. Lamontagne, Lt. Fred Sifodaskalakis (Cromwell's next Captain of Police), Public Works Director L. Spina, and Health Coordinator S. Nesci

**A. CALL TO ORDER**

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

**B. PLEDGE OF ALLEGIANCE**

J. Henehan led the Pledge of Allegiance.

**C. APPROVAL OF AGENDA**

Motion made by S. Fortenbach seconded by J. Henehan and *unanimously carried* to approve the agenda as published.

**D. COMMISSION CHAIRMAN REPORTS/LIASON REPORT/STAFF REPORTS**

Celina Kelleher, member of the Board of Education, presented an update and COVID information on behalf of the Board of Education.

**E. MAYOR'S UPDATE**

Mayor Faienza reported:

- Pension continues to do well.
- Presented a Covid update.
- Supports the Town Manager's efforts to limit the public access to Town Hall, making it by appointment only.
- The Mayor's Tree Lighting will be held on December 5<sup>th</sup>; it will be done virtually this year.
- The members of the Diversity and Inclusion Committee will be brought to the December meeting for appointment.

**F. TOWN MANAGER'S UPDATE**

Town Manager Salvatore reported:

- Effective November 18<sup>th</sup>, Town Hall is open to the public by appointment only.
- A Shovel ready \$96,000 Grant was received for Community Field Parking lot for lighting and a charging station.
- We are in the process of hiring a Asst. Building Official

- He and Bonnie Price are working with the consultant on the job descriptions project.
- Spoke regarding the upcoming Space Study.

#### **G. FINANCIAL/FINANCE DIRECTOR'S UPDATE**

##### **1. Budget Reports (Written report)**

Town Manager Salvatore reported that everything is on target including a preliminary collection for 1<sup>st</sup> payment of taxes.

##### **2. Tax Refunds**

Motion made by A. Waters seconded by J. Henehan and *unanimously carried* to approve Tax Refunds 1-14.

#### **H. CHIEF OF POLICE'S UPDATE**

Chief Lamontagne submitted a written report and also reported:

- A Dispatcher is retiring at the end of the year.
- The three recruits are graduating Friday and will begin their FTO training next week.
- Unfortunately Fill a Cruiser will not be done this year because of issues with COVID.
- The Use of Force Report should be received sometime this month.
- Credited Detective Jones for her work in the Taco Bell case.

#### **I. PUBLIC WORKS DIRECTOR'S UPDATE**

Public Works Director L. Spina reported:

- The Leaf Collection started.
- North Road Extension will open to traffic next week; the project was completed under budget with no contingency.
- The Public Works/Sewer Facility should be completed by the first week of December.
- The Coles Road Project is done; under budget with no contingency used.
- Provided an update for Country Squire and Cromwell Landing.
- Cromwell was awarded a \$3,300 Cemetery Grant

#### **J. CITIZEN COMMENTS**

None

#### **K. OLD BUSINESS**

None

#### **L. NEW BUSINESS**

a) Connecticut DPH Immunization Program Grant \$7,400. 100% Reimbursement.

1. Discussion and action to transfer \$7,400 from the General Fund fund balance to the Public Health Emergency Preparedness Fund and appropriate \$7,400 for Connecticut DPH Immunization Grant.

**Motion** made by J. Demetriades seconded by S. Fortenbach and unanimously carried to transfer \$7,400 from the General Fund fund balance to the Public Health Emergency Preparedness Fund.

**Motion** made by S. Fortenbach seconded by J. Henehan and *unanimously carried* to approve appropriation of \$7,400 to the Connecticut DPH Immunization Grant.

- b) DESPP/DEMPH EMERGENCY MANAGEMENT GRANT \$6,897.80.100% Reimbursement.

- 1. Discussion and action to transfer \$6,897.80 from the General Fund fund balance to the Public Health Emergency Preparedness Fund and appropriate \$6,897.80 for Emergency Management Performance Grant.

**Motion** made by A. Waters seconded by S. Fortenbach and *unanimously carried* to transfer \$6,897.80 from the General Fund fund balance to the Public Health Emergency Preparedness Fund.

**Motion** made by S. Fortenbach seconded by A. Waters and *unanimously carried* to approve appropriation of \$6,897.80 to the Public Health Emergency Preparedness Fund.

- c) Five Town Non-Emergency Interagency Agreement

- 1. Discussion and action to have Town Manager sign.

**Motion** made by J. Donohue seconded by S. Fortenbach and *carried* to authorize the Town Manager to sign the Five Town Non-Emergency Interagency Agreement.

Aye: J. Demetriades, S. Fortenbach, E. Faienza, J. Donohue, J. Henehan, P. Ahlquist

A. Waters had stepped out of the room and did not vote.

- d) Presentation by Cromwell Creative District, Ann Grasso, Vice Chairman  
Presentation attached to minutes along with a letter from the Cromwell Children's Coalition agreeing in principle with the CCD's letter.

#### **L. EXECUTIVE SESSION (Moved to after item N.)**

- a) Discussion and strategies regarding the Cromwell Outboard Association's Lease.

- 1. Action

- b) 90 Nooks Hill Road discussion and strategies blight violations offer.

- 1. Action

**Motion** made by J. Donohue seconded by S. Fortenbach and *unanimously carried* to adjourn to Executive Session at 8:22 p.m., for items a and b.

Town Manager Salvatore was invited into Executive Session for both items.  
Health Coordinator Nesci was invited into Executive Session for item b.

A. Waters and J. Demetriades recused themselves from item a. Cromwell Outboard Association Lease and did not attend Executive Session.

Motion made S. Fortenbach seconded by J. Donohue and *unanimously carried* to come out of Executive Session at 8:51 p.m.

No action was taken for item a. Cromwell Outboard Association Lease.

Motion made by S. Fortenbach seconded by J. Donohue and *unanimously carried* to accept \$30,000 for item b., 90 Nooks Hill Road blight violations.

#### **M. APPROVAL OF MINUTES**

1. Regular Meeting, October 14, 2020

Motion made by J. Donohue seconded by S. Fortenbach and *unanimously carried* to approve the minutes of October 14, 2020

2. Special Meeting, October 29, 2020

Motion made by S. Fortenbach seconded by J. Demetriades and *unanimously carried* to approve the minutes of October 29, 2020.

3. Special Meeting, November 2, 2020

Motion made by J. Donohue seconded by J. Demetriades and *unanimously carried* to approve the minutes of November 2, 2020.

#### **N. APPOINTMENTS**

a. Senior Services Commission

1. Linda Polke, Term expires 4/21
2. Luella Landis, Term expires 4/21
3. Madeleine Lowry, Term expires 4/22
4. Deldre Daly, Term Expires 4/21
5. Anne Jordan, Term expires 4/22
6. Shirley Banic, Term expires 4/22
7. Mertie Terry, Term expires 4/22
8. Patricia Sienna, Term expires 4/22
9. Paula G. Luna, Term expires 4/21

Motion made by A. Waters seconded by S. Fortenbach and *unanimously carried* to approve Senior Services Commission appointments 1-9.

#### **N. INFORMATIONAL ITEMS**

- a) Leaf Pickup
- b) PW/WPCA Facility Progress Report from Town Engineer

#### **O. ADJOURN**

Motion made by J. Donohue seconded by S. Fortenbach and *unanimously carried* to adjourn the meeting at 8:59 p.m.



Respectfully submitted,

Re Matus

Re Matus  
Secretary



## **CROMWELL CREATIVE DISTRICT**

### ***A Division of Cromwell Arts Alliance***

Town of Cromwell - Mayor's Office, Attn. Cromwell Creative District  
41 West Street, Cromwell, CT 06416

[www.cromwellcreativedistrict.org/](http://www.cromwellcreativedistrict.org/) [cromwellcreativedistrict@gmail.com](mailto:cromwellcreativedistrict@gmail.com)

**Date:** November 18, 2020<sup>th</sup>  
**TO:** Cromwell Town Council  
**FROM:** Cromwell Creative District, on behalf of nonprofits and civic organizations  
**RE:** Request to be considered and added to the Town Space Assessments  
Study being undertaken for municipal buildings

#### **Mayor Faienza and Town Council Members:**

Cromwell Creative District (CCD) appreciates the opportunity to present this request for your consideration. CCD has been in existence only two years this coming January 26, 2021. All of the organizations listed in the accompanying document have been providing programs and opportunities for Cromwell residents much longer, most making do with various locations for meetings and activities or hoping to find a space on the heavily scheduled meeting areas in Town Hall and Town Library.

Soon, Public Works and Sewer will be moving to their new facilities on County Line Drive, vacating town buildings. Over a year ago, CCD was given the right of first refusal for the Sewer Garage and at that time understood the police department did not see the need for the building. CCD went forward with creating a mural on the north side of the building. Recently, CCD learned the Police Department does have needs for garage space and prefers a location close to the department. Chief Lamontagne, graciously, met with Ned Pendleton, engineer, and Ann Grasso, architect, to review both the Sewer Garage and the main garage at the rear of Pierson Park. There are issues with both buildings although continued use as a garage is considerably less demanding than creating a habitable space for humans.

Ned Pendleton and Ann Grasso also met with Town Manager, Mr. Salvatore, who offered that the Sewer Garage might be demolished. CCD sees this as unfortunate because of its central location, its historic standing and potential adaptive reuse of an existing building. We understand and agree with Mr. Salvatore that the town has to consider all needs. He offered that the Space Assessment Study will provide significant data helping with decisions.

*Rethink How You See Cromwell*

CCD has no interest in vying with the Police Department for the Sewer Garage. However, there is interest by a number of nonprofit and civic organizations to be recognized as creating value to the town residents and saving taxpayer money through the hours of volunteer services and programs provided.

*Results of these programs show up. They are easy to see, easy to measure and they persist. They should be recognized and evaluated as part of the Space Assessment Study.*

Each one of the listed organizations is able to provide details of the programs they offer. There is not time nor paper in this presentation to offer the entirety. The websites and Facebook pages are available for your review.

Funding to help with remodeling is available through an NEA (National Endowment for the Arts) Our Town Grant; the Sewer Garage qualifies for funding as an adaptive reuse of an historic building. As well, many of the organizations will be willing to provide fundraising endeavors to aid in funding a meeting/activities location.

We are grateful to the Town of Cromwell for permission to use the parks, for the Police and Fire Departments' support, and for the times we are able to find space on the Town Hall calendar.

Statistics are only a portion of the equation. Some benefits are harder to quantify. We hope to have a meaningful conversation about both.

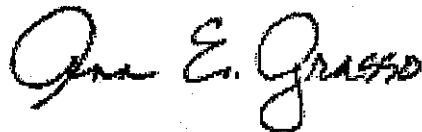
Attachments include:

A listing of nonprofits and organizations CCD could identify.

There may be others that should be included. Obviously, the Schools, the Senior Center, Youth Services, Recreation Department and Library provide valuable support to Cromwell residents.

Photos of Garages to be vacated

Thank you for your time and consideration,



Ann E. Grasso, Vice Chair, Cromwell Creative District



Cromwell Childrens Coalition

November 17, 2020

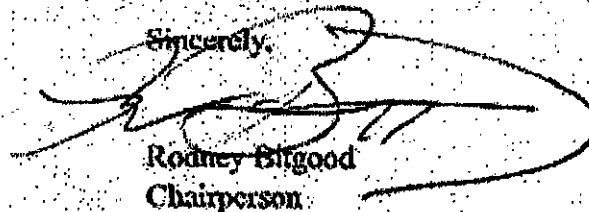
To: Town Council  
From: Cromwell Childrens Coalition

The Cromwell Childrens Coalition agrees in principle with the Cromwell Creative District's letter that the Town of Cromwell is in need of safe indoor space for meetings, events and other programs for both town departments and recognized town non-profit organizations and civic organizations. As the town has grown, the need has become even greater. A new space analysis study for these needs is vital to the future development of Cromwell.

The Cromwell Childrens Coalition understands that the needs of town departments- Education, Police, Senior Center and Recreation Department in particular, come first but it is our hope, that the need for more meeting rooms is included. Non-profits have a very hard time finding appropriate size indoor rooms for their meetings at the time and dates that they wish to meet. Often they have to change to or meet in members homes to get their work done. Since these organizations are working for the benefit of town residents, it would be advantageous to have large rooms to meet or hold events.

It is our hope that the Town of Cromwell recognizes all these groups do for the community and as they plan for the future, and include these needs in that planning process.

Sincerely,



Rodney Bligood  
Chairperson