

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

**REGULAR MEETING AGENDA
Wednesday, January 11, 2023 at 7:00 p.m.**

- A. CALL TO ORDER**
- B. PLEDGE OF ALLEGIANCE**
- C. APPROVAL OF AGENDA**
- D. COMMISSION CHAIRMAN REPORTS/LIAISON REPORT/STAFF REPORTS**
 - 1. CMS Building Committee
- E. MAYOR'S UPDATE**
- F. TOWN MANAGER'S UPDATE**
- G. FINANCIAL/FINANCE DIRECTOR'S UPDATE**
 - 1. Budget Report
 - 2. Long Range Capital Planning Committee Memo
 - 3. Tax Refunds
 - 4. Set dates and times for 2023-2024 budget workshops (March).
 - 5. Authorize Mayor to set date and time for public hearing on the Capital Improvement Program (March).
 - 6. Authorize Mayor to set date and time for Special Town Meeting to approve Sewer Usage Budget and Sewer Assessment Budget (March)
- H. CHIEF OF POLICE'S UPDATE**
- I. PUBLIC WORKS DIRECTOR'S UPDATE**
- J. CITIZEN COMMENTS** *(limited to 2 minutes per speaker, please be respectful)*
- K. NEW BUSINESS**
- L. APPROVAL OF MINUTES**
 - 1. December 14, 2022 Regular Meeting Minutes

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

M. RESIGNATIONS

1. Ruth Checko, Recreation Commission

N. APPOINTMENTS/REAPPOINTMENTS

Appointments:

1. Youth Advisory Board

- a. Jason Barber (U), regular member for a term expiring 1/1/2024
- b. Katrina Barber (U), regular member for a term expiring 1/1/2024
- c. Gayle Ivy (U), regular member for a term expiring 1/1/2024

Reappointments:

1. Youth Advisory Board

- a. Suzanne Rutner (U), regular member for a term expiring 1/1/2024
- b. Whitney Simmons (D), regular member for a term expiring 1/1/2024

O. INFORMATIONAL ITEMS

1. Watrous Park Deeds and Restrictions
2. Press Release - POCD Survey

P. ADJOURN

Calve, Amanda

From: Nesci, Salvatore
Sent: Wednesday, January 4, 2023 2:00 PM
To: Salvatore, Anthony; Town Manager
Subject: Town Council Report 1/11/23

To: Anthony J. Salvatore
Town Manager
Fr: Salvatore Nesci
Public Health Coordinator
Director, Emergency Management
Re: Town Council Update
Date: January 4, 2023

The Health Department and Office of Emergency Management would like to provide the following update on recent activities:

Health Department

- COVID cases rising due to introduction of newest variant.
- COVID vaccines and boosters highly recommended and available at all pharmacies.
- COVID Test kits and masks are available at the health department free of charge and additional test kits are being delivered.
- Radon awareness month has begun. The health department has radon test kits available free of charge to residents.

Emergency Management

- The town received an allotment of 60 cots to add to the inventory we already have in the event of the need for mass sheltering.
- Rm. 222 of the Town Hall has been outfitted with an overhead projector and dry erase board mounted to the wall. Connector cables and remote are available to town departments when needed.
- The office of emergency management purchased the following new equipment to add to our cache of equipment regarding readiness and preparedness...
 - 4 small generators
 - 4 portable light towers
 - 4 portable propane heaters
 - 2 portable command tents/shelters

-Thanks

Salvatore Nesci, R.S.

**Public Health Coordinator
Acting Director of Health
Emergency Management Director
Town of Cromwell
Department of Health**

41 West Street, Cromwell, CT. 06416
Office: 860.632.3426 Fax: 630.632.3493
Email: snesci@cromwellct.com
www.cromwellct.com





TOWN OF CROMWELL
SENIOR CENTER & 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: 01/04/2023
RE: Human Services Director Report

Human Services:

Gabriella Brown, Human Services Assistant, has resigned and her last day is January 13th. Applications are currently being accepted.

A grant application was submitted to the Connecticut Foodbank seeking a vehicle for the Human Services Department. This vehicle would be utilized to pick up food donations on a regular weekly schedule from our food donation partners such as the CTFoodBank, Starbucks, Stop & Shop as well as deliver food bank food to homebound in Cromwell. Awards will be announced February 2023.

Senior Center: Senior Center applied and was awarded a \$4671.00 grant from the Community Foundation of Middlesex County for a new Commercial Bingo Machine, Console and 8' Electronic Flashboard (which will really help those with hearing impairments as they will now be able to see the numbers in addition to them being called).

Youth Services:

Senior Services/Youth Services are collaborating to offer a **Kin Care Group**; a support network for caregivers who are raising a relative's child. Their kick-off meeting is Wednesday, January 11 at 5:30 pm and includes dinner and childcare.

When disposing of unused, unwanted, or expired medications, safety matters! Medication deactivation and disposal bags can be found at the Cromwell Youth Services Office

A big thank you to the D.A.R.E. students and the CAYAC club (Cromwell Awareness Youth Action Council) for organizing their annual Holiday Bag Contest, Bags were distributed to liquor stores who helped us spread the word on the dangers of drinking and driving.

Valentine's For Veterans - Youth and their families are invited to create Valentine's Day cards for veterans Wednesday, January 25th from 5:00-6:00 pm. Cards will be distributed to local veterans' organizations for Valentine's Day. If you are a veteran who would like to receive a card, please call the Youth Services at (860) 633-3448.

The Connecticut Youth Services Association's Middlesex Chapter hosted its annual legislative breakfast on January 3 where directors spoke about the critical role Youth Services Bureaus play in their communities.

Memo

To: Town Manager Salvatore
From: Kara Canney
Date: 1/4/2023
Re: Cromwell Belden Public Library Report

Statistics for the month of December

Door Count: 3,891

Circulation: 7,654

Programs: 33 **Attendance:** 883

Downloads: (Overdrive, Hoopla, Kanopy) 904

Computer Sessions: 204

Study Rooms: 95.5 hours/62 People

Staffing: Still short staffed and looking to fill two part time library assistant positions.

Collection Development: Youth Services Librarian, Emily Mills will be adding additional manga titles after having a suggestion box in the YA area. Manga is a high circulating sub-section of the YA collection.

Outreach/Partnerships: The library is in talks with transfer station to collaborate with the Blue Earth Initiative (food scrap recycling initiative).

Programming: The library will be continuing the tradition of keeping the library open for students studying for exams. We offer pizza, study breaks with stress relievers and a place for students to work collaboratively or quietly. The extra hour will be on Tuesday, January 17th and Thursday, January 19th.

The Snow Sisters (75 people in attendance) and Noon Year's Eve (65 people in attendance) were very well received.

Subscribe to our quarterly newsletter to receive information about all of our programming. The link is on our web page.

Other: The green house had to undergo some repairs after the wind pushed a panel out. Building maintenance secured the panel and reinforced the area.



SCOTT KIERAS
RECREATION Director

SHELBY JONES
Program Coordinator

ROSANNE KRAJEWSKI
Administrative Assistant

MEMORANDUM

TO: Anthony Salvatore, Town Manager

FROM: Scott Kieras, Recreation Director

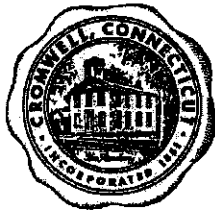
DATE: January 4, 2023

RE: Recreation Department Updates

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

- ❖ Youth basketball begins 1/2/23. We have 10 teams in grades 3 - 8 for both girls and boys. We have 70 participants for our 1 & 2 grade clinic divisions.
- ❖ Our Adaptive Inclusive Basketball Program has 20 participants which begin on Wednesday, January 4 and runs for a total of 4 weeks.
- ❖ Our Town of Cromwell Farmers Market Craft Fair on Saturday, December 10th was a huge success. This Craft Fair ran from 9:00 AM – 2:00 PM in our Town Hall Gymnasium. We had a total of 54 vendors which equated to \$1,910.00 of seed money for the 2023 season. All monies will be added to the Town of Cromwell Farmers Market revolving account to start next season. In less than 1 months' time, we have marketed, promoted, recruited vendors, food trucks, etc. Because of this, with an early start in January I am confident we can grow our Town of Cromwell Farmers Market in a similar way.

All staff are currently working on planning our spring and summer programs. Once the budget is completed, I will look to start working on bands for our summer concert series and farmers market. If you 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: January 4, 2023

To: Members of the Town Council

From: Anthony J. Salvatore, Town Manager

Subject: Town Manager's Report for 1/11/2023 Town Council Meeting

- We are moving along with Climate/Culture Study. BerryDunn is scheduled to come to Town Hall and Highway Garage on January 9th to give brief presentations to the employees on the Climate Assessment. Please see the attached Project Status Update.
- We are continuing to move forward with the Cromwell Middle School Project. A meeting regarding the Traffic Study was held in December.
- Sharon Muller and Rich Peck retired as of December 30th. A Retirement Party was held on December 21st. There was a great turn out. Thank you to everyone who attended!
- We still have not filled the Sewer Administrator position. Rich Peck has agreed to work for the Town on a part-time basis until we find someone to fill it. We are very grateful to Rich for willing to stay on to help.
- Budget season has started. Meetings have been scheduled for the first two weeks of February for Department Heads to present their budgets to both the Finance Director and me.
- We are continuing 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 Organizational Culture Assessment

Project Status Update

Meeting Specifics	
Date and Time	Thursday, December 29, 2022, at 2:00 p.m. Eastern Time
Location	MS-Teams Teleconference
MS-Teams Link	Click here to join the meeting
Required Attendees	Town: Tony Salvatore, Sherry McGuire, Marianne Sylvester BerryDunn: Sondra Hathaway, Sachin Goradia
Optional Attendees	Town: Steve Fortenbach, Amanda Calve BerryDunn: Seth Hedstrom

Item #	Current Topics and Description	
1	Confirm survey questions	
2	Confirm logistics for Project Kick-Off	
3	Discuss benchmarks for Towns and Cities	
4	Discuss file sharing process	
5	Confirm the next biweekly status update call	Next meeting will be 1/12 at 2 p.m. EST.
6	Other items	

Upcoming Project Tasks			
Item #	Task	Owner	Estimated Due Date
1	Town to post printed project announcement	Town	January 3, 2023
2	BerryDunn will conduct on-site project kickoff	BerryDunn	January 9, 2023
3	BerryDunn will distribute survey to Town employees	BerryDunn	January 10, 2023

Status of Project Deliverables			
Item #	Deliverable Description	Status	Estimated Due Date
D1	Project Work Plan and Schedule	Complete	Finalized
D2	Biweekly Status Updates	Ongoing	N/A
D3	Current State Assessment	Not Started	February 13, 2023
D4	Preliminary List of Key Recommendations	Not Started	February 28, 2023

Status of Project Deliverables			
Item #	Deliverable Description	Status	Estimated Due Date
D5	Prioritized List of Key Recommendations	Not Started	March 23, 2023
D6	Change Management Training	Not Started	April 3, 2023
D7	Change Readiness Memo	Not Started	May 1, 2023
D8	Organizational Structure and Implementation Assistance	Not Started	May 8, 2023

Accomplishments from Previous Reporting Period		
Item #	Accomplishment	Owner
1	The Town Manager distributed a Project Announcement Memo to Town staff	Town
2	Draft survey questions sent to PMT via SurveyMonkey	BerryDunn

Project Risks and Issues			
Item #	Risk/Issue	Impact	Status
Issue #1	None at this time		
Risk #1	None at this time		



CULTURAL ASSESSMENT KICKOFF

**9:30 AM AT
TOWN HALL'S BELDEN ROOM**

JAN 9

2:00 PM AT HWY FAC



QUESTIONS?

smcguire@cromwellct.com
shathaway@berrydunn.com

JOIN US FOR
REFRESHMENTS AND
DETAILS ABOUT THE
PROCESS AT THE
KICKOFF!

TOWN OF CROMWELL

DATE: JANUARY 4, 2023
TO: ANTHONY J. SALVATORE, TOWN MANAGER
FROM: SHARON DEVOE, FINANCE DIRECTOR
RE: DECEMBER TOWN COUNCIL REPORT

I am submitting budget reports for fiscal year 2023 for the Town Council meeting on January 11th. The reports reflect activity through the end of December.

Expenditures are reasonable for this point in the fiscal year. Revenue is also on target compared to budget levels. I do not have and budget concerns at this time to bring to the Town Council's attention.

We received the Annual Comprehensive Financial Report as well as the Federal and State Single Audit for various Town and Education grants. The reports will be available at the Town Council meeting unless any Town Council members would like to pick the reports up in the Town Managers Office. In your packet is also a memo regarding Long Range Capital planning.

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 13

	ORIGINAL APPROP	TRANSFERS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
001 GENERAL FUND							
002 TOWN CLERK'S OFFICE	-372,000	0	-372,000	-201,629.37	.00	-170,370.63	54.2%
021 TAX COLLECTOR	-47,894,122	0	-47,894,122	-30,588,527.74	.00	-17,305,594.26	63.9%
022 ASSESSOR'S OFFICE	-500	0	-500	-20.50	.00	-479.50	4.1%
030 PUBLIC WORKS ADMIN.	-45,900	0	-45,900	-16,738.46	.00	-29,161.54	36.5%
033 BUILDING INSPECTION	-350,000	0	-350,000	-197,450.02	.00	-152,549.98	56.4%
040 POLICE DEPARTMENT	-99,800	0	-99,800	-22,040.71	.00	-77,759.29	22.1%
042 ANIMAL CONTROL	-550	0	-550	.00	.00	-550.00	.0%
050 HEALTH DEPARTMENT	-25,000	0	-25,000	-3,855.00	.00	-21,145.00	15.4%
053 SENIOR SERVICES	-500	0	-500	-350.00	.00	-150.00	70.0%
061 LIBRARY	0	0	0	-498.28	.00	498.28	100.0%
206 BOARDS & COMMISSIONS	-9,500	0	-9,500	-10,963.55	.00	1,463.55	115.4%
207 STATE OF CONNECTICUT	-5,627,265	0	-5,627,265	-1,821,715.42	.00	-3,805,549.58	32.4%
208 MISCELLANEOUS SOURCES	-578,404	0	-578,404	-464,529.44	.00	-113,874.56	80.3%
999 FUND BALANCE	-979,000	0	-979,000	.00	.00	-979,000.00	.0%
TOTAL GENERAL FUND	-55,982,541	0	-55,982,541	-33,328,318.49	.00	-22,654,222.51	59.5%
GRAND TOTAL	-55,982,541	0	-55,982,541	-33,328,318.49	.00	-22,654,222.51	59.5%

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

TOWN OF CROMWELL, CT

YEAR-TO-DATE BUDGET REPORT



FOR 2023 13

	ORIGINAL APPROP	TRANSFERS/ ADJUSTMTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
001 GENERAL FUND							
001 TOWN MANAGER'S OFFICE	387,846	1,537	389,383	187,688.41	2,035.53	199,658.62	48.7%
002 TOWN CLERK'S OFFICE	215,953	0	215,953	103,113.75	16,326.87	96,512.38	55.3%
003 REGISTRAR OF VOTERS	80,209	104	80,313	43,485.76	7,396.99	29,429.77	63.4%
004 PLANNING COMMISSION	3,525	0	3,525	1,104.71	443.60	1,976.69	43.9%
005 ECONOMIC DEVELOPMENT	22,302	0	22,302	609.99	.00	21,692.01	2.7%
006 BOARD OF FINANCE	1,350	0	1,350	172.85	.00	1,177.15	12.8%
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	174.34	81.63	994.03	20.5%
011 INLAND WETLANDS	1,900	0	1,900	706.00	.00	1,194.00	37.2%
012 COMM. FOR DISABLED PEOPLE	100	0	100	.00	.00	100.00	0%
013 DONATIONS AND DUES	49,872	0	49,872	42,337.00	7,000.00	535.00	98.9%
014 TOWN COUNCIL	42,130	0	42,130	36,408.50	4,255.00	1,466.50	96.5%
015 LEGAL EXPENSE	232,100	0	232,100	61,079.95	145,129.55	25,890.50	88.8%
016 CENTRAL SERVICES	210,401	0	210,401	122,067.11	84,361.26	3,972.63	98.1%
017 INSURANCE EXPENSE	607,610	0	607,610	442,257.12	138,266.28	27,086.60	95.5%
018 GENERAL EXPENSE	754,002	0	754,002	746,345.65	2,383.50	5,272.85	99.3%
019 DEVELOPER/PLANNER	140,299	0	140,299	78,647.02	673.94	60,978.04	56.5%
020 FINANCE DEPARTMENT	443,179	1,557	444,736	264,445.82	716.09	179,574.31	59.6%
021 TAX COLLECTOR	159,943	0	159,943	91,567.23	159.16	68,216.61	57.3%
022 ASSESSOR'S OFFICE	246,990	723	247,713	128,250.81	1,630.10	117,832.41	52.4%
030 PUBLIC WORKS ADMIN.	279,922	610	280,532	137,419.22	16,861.29	126,251.67	55.0%
031 ENGINEERING	246,354	0	246,354	120,267.95	12,631.31	113,454.74	53.9%
032 SOLID WASTE REMOVAL	878,220	0	878,220	323,138.38	422,445.98	132,635.64	84.9%
033 BUILDING INSPECTION	210,771	0	210,771	105,442.01	4,057.11	101,771.88	52.0%
034 HIGHWAY DEPT.	1,505,106	0	1,505,106	565,062.31	272,192.40	667,851.29	55.6%
035 BUILDING MAINTENANCE	656,972	0	656,972	324,440.76	60,845.33	271,685.91	58.6%
036 PARKS & GROUNDS	451,431	0	451,431	198,310.74	38,112.51	215,007.75	52.4%
037 PUBLIC WORKS-OTHER	449,000	0	449,000	229,979.52	180,436.08	38,584.40	91.4%
038 VEHICLE MAINTENANCE	330,200	0	330,200	81,552.36	93,513.72	155,133.92	53.0%
040 POLICE DEPARTMENT	3,837,472	1,665	3,839,137	1,931,627.66	52,599.50	1,854,909.76	51.7%
041 EMERGENCY MANAGEMENT	21,050	0	21,050	11,621.56	1,408.46	8,019.98	61.9%
042 ANIMAL CONTROL	95,414	0	95,414	50,957.38	.00	44,456.62	53.4%
050 HEALTH DEPARTMENT	205,377	83	205,460	100,838.29	36,088.08	68,533.22	66.6%
051 HUMAN SERVICES	137,217	634	137,851	70,118.34	369.52	67,362.85	51.1%
053 SENIOR SERVICES	136,972	0	136,972	67,494.70	8,180.52	61,296.78	55.2%
054 YOUTH SERVICES	107,755	69	107,824	44,528.10	4,330.13	58,965.41	45.3%
055 TRANSPORTATION SERVICES	152,064	250	152,314	73,246.05	5,700.60	73,367.31	51.8%
060 RECREATION DEPARTMENT	277,639	0	277,639	144,782.61	10,293.18	122,563.21	55.9%
061 LIBRARY	653,393	1,400	654,793	321,909.79	24,538.21	308,344.60	52.9%

TOWN OF CROMWELL, CT



YEAR-TO-DATE BUDGET REPORT

FOR 2023 13

	ORIGINAL APPROP	TRANSFERS/ ADJUSTMENTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
070 BONDED DEBT	3,429,499	0	3,429,499	541,750.00	.00	2,887,749.00	15.8%
080 EMPLOYEE BENEFITS	4,208,128	-8,531	4,199,597	1,727,769.60	948,881.89	1,522,945.32	63.7%
090 BOARD OF EDUCATION	33,996,415	0	33,996,415	12,991,912.16	.00	21,004,502.84	38.2%
119 DEVELOPMENT COMPLIANCE	109,799	0	109,799	55,913.39	912.73	52,972.88	51.8%
120 CONSERVATION COMMISSION	1,210	0	1,210	.00	.00	1,210.00	.0%
TOTAL GENERAL FUND	55,982,541	99	55,982,640	22,570,795.00	2,605,258.05	30,806,586.98	45.0%
GRAND TOTAL	55,982,541	99	55,982,640	22,570,795.00	2,605,258.05	30,806,586.98	45.0%

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

TOWN OF CROMWELL

DATE: JANUARY 4, 2023
TO: ANTHONY J. SALVATORE, TOWN MANAGER
FROM: SHARON DEVOE
RE: LONG RANGE CAPITAL PLANNING

The Long-Range Capital Planning committee consists of the Director of Finance, Town Manager, Mayor, Deputy Mayor, Board of Finance Chair and Vice Chair. This group meets periodically to discuss major capital projects that have been brought to the Town Manager's attention by Department Heads or the public by way of the Town Council.

On December 20, 2022, the committee met to review several projects that have come up in this manner. In attendance at this meeting, in addition to committee members, were Enza Macri (Superintendent), and John Healy with Mesirow Financial.

The following projects were discussed in reference to CNR:

- Facility study of schools, including roofs and sport fields
- Timing of Community/Senior Center and Community Grants for this project

Also discussed was CNR for the FY2023-2024 budget.

In addition, the new middle school was discussed again with regard to the impact this project will have on the budget and Town bonding opportunities. Also discussed were grant opportunities that may be available for some of the projects discussed.

The Town was also granted American Rescue Plan Act funds totaling \$4,095,660. The available balance now stands at \$1,590,660. These funds must be committed by 12/31/2024 and fully expended by 12/31/2026. The Town Council voted to use the "Revenue Replacement" category for these funds, providing the greatest flexibility for spending. Several projects continue to be considered; however, due to the fact that this is a "one-time revenue source", use must be carefully weighed against all other options.

The following projects were discussed in reference to these funds:

- Public Works radio system

- Stormwater infrastructure improv. (areas currently being evaluated)
- Road improvements, potentially related to stormwater, drainage, sanitary sewer, and water issues and other funding sources for these projects such as federal grants

As always, funding sources for projects and other unanticipated needs must be evaluated and planned carefully.

Condition(s) : Bill Dist/Susp/Bank	Name Address	Town	Int Date: 01/03/2023	Prop Loc/Vehicle Info. UniqueID/Reason	Paid Date	Tax	Int	L/F	Total Adjusted	Overpaid Tax
2021-03--0056005	JHA ABHISHEK K 9 LOCUST CT CROMWELL CT 06416-1811			2018/2HKRW2H87JH603026 56005 Sec. 12-129 Refund of Excess Payments.	10/3/2022	687.82 1,421.91	0.00 41.27	0.00 5.00	687.82 1,468.18	-734.09
2021-03--0060175	RODRIGUE-JOHNSON ANDREA C 8 CLUBHOUSE DR CROMWELL CT 06416-2572			2008/JN8AS58V08W105209 60175 Sec. 12-129 Refund of Excess Payments.	11/30/2022	119.78 232.68	0.00 7.24	0.00 5.00	119.78 244.92	-112.90
2021-03--0061357	STEARNS JOCELYN M 3 SUMMER BROOK LN CROMWELL CT 06416-2449			2021/JTENU5JR7M5865685 61357 Sec. 12-129 Refund of Excess Payments.	12/7/2022	0.00 941.34	0.00 0.00	0.00 0.00	0.00 941.34	-941.34
2021-03--0062007	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226			2019/5TDJY5G13KS165582 62007	10/19/2022	781.18 1,339.95	0.00 0.00	0.00 0.00	781.18 1,339.95	-558.77
2021-03--0062021	TOYOTA LEASE TRUST 3200 WEST RAY ROAD CHANDLER AZ 85226			2019/JTHCZ1BL6KA010740 62021	10/19/2022	765.66 1,020.87	0.00 0.00	0.00 0.00	765.66 1,020.87	-255.21
2021-04--0081238	MEDINA SARA V 10 SUMMER WIND CROMWELL CT 06416-2635			2020/L9UUB2F32LA004074 81238 Sec. 12-129 Refund of Excess Payments.	12/19/2022	16.88 257.25 -257.25	0.00 0.00 0.00	0.00 0.00 0.00	16.88 257.25 -257.25	-240.37 Adjusted
2021-04--0081635	ROOSLUND TRACEY H 3 DOERRING DR CROMWELL CT 06416-2008			2011/WNWSU3CS3BT091270 81635 Sec. 12-129 Refund of Excess Payments.	12/19/2022	23.04 45.93	0.00 0.00	0.00 0.00	23.04 45.93	-22.89
TOTAL	7					2,394.36 5,259.93 -2,865.57	0.00 48.51 0.00	0.00 10.00 0.00	2,394.36 5,318.46 -2,882.45	-2,865.57 Adjusted

TOWN OF CROMWELL

MEMORANDUM

TO: ANTHONY SALVATORE

DATE: DECEMBER 30, 2022

CC: MAYOR STEVE FORTENBACH

FROM: SHARON DEVOE

RE: 2023-2024 BUDGET TIME FRAME

Presented below is the time frame for the upcoming budget process. It considers Charter requirements, legal notice requirements, preparation time, holidays, regular meeting schedules, etc. It is based on the Annual Budget Referendum being held on the first Tuesday in May.

<u>ACTIVITY</u>	<u>TIME FRAME</u>
Dept. Requests to Town Manager (Submitted to Finance for compilation by Jan. 23 rd prior to going to Town Manager)	By February 1 st (Charter)
Town Council -- Set workshop dates (Tentatively scheduled -- 1 st /2 nd week in March)	Regular February 8 th meeting
Board of Finance--Set Hearing Dates	Regular February 23 rd meeting
Town Council -- Finish Work	By March 8 th
Town Council budget to Board of Finance	By Regular March 23 rd meeting (Charter)
Board of Ed. budget to Board of Finance	By Regular March 23 rd meeting (Charter)
Earliest possible Public Hearing	March 30 th - Thursday
Last Possible Hearing	April 13 th - Thursday (Charter)
Board of Finance--Finish Work	April 13 th - (time constraint, or 10 days after hearing - Charter) (Reg Mtg -- April 27 th)
Annual Budget Referendum	May 2 nd -- 1 st Tuesday in May

NOTE: Other dates to remember --

Feb. 20	Presidents Day	April 5	Passover Begins
Feb. 23	Board of Finance Meeting	April 7	Good Friday
March 8	Town Council Meeting	April 10-14	School Vacation
March 14	Board of Education Meeting	April 12	Town Council Meeting
March 23	Board of Finance Meeting	April 18	Board of Education Meeting
March 28	Board of Education Meeting	April 27	Board of Finance Meeting



CROMWELL POLICE DEPARTMENT

Denise Lamontagne
Chief of Police

MEMO

TO: Anthony Salvatore
Town Manager

FROM: Chief Denise Lamontagne 

SUBJECT: Town Council Report

DATE: January 4, 2023

In preparation for the January Town Council meeting, I am providing you the December monthly statistics as well as the 2022 Use of Force Analysis. I am also providing you a report from K-9 Sergeant John Carlson for activity for the month of December 2022 and a Detective Division report from Detective Sergeant Steve Penn.

Response to Aggression/Resistance: none

Civilian Complaints: none

Training:

- Sergeant McCarter: CISS User Training
- Captain Sifodaskalakis: LASO Certification (CJIS)
- Chief Lamontagne, Captain Sifodaskalakis, Detective Jones, SRO Brooks: Managing a Multi-Agency Response
- Officer Computaro, Officer Chieffo, Officer Thomasson: Patrol Rifle Training
- Captain Sifodaskalakis, Records Clerk Wilcox and Records Clerk Lori Ouellette: FOI Training
- Sergeant McCarter: NTIM: Responder Training Course
- Sergeant Bengston, Sergeant Kogut, Sergeant McCarter, Sergeant Penn, Officer Bialko, Officer Brooks, Officer Jespersen, Officer Perlini, Officer Pietraroia: EMR Recertification
- Officer Computaro and Officer Thomasson: ARIDE
- Officer Haughton: Human Trafficking

We have begun a new testing cycle. Out of 46 applicants, 21 called for an interview (2nd step in hiring process) which were held January 4th and 5th.

Both sworn and non-sworn union contracts will expire June 30, 2023 and negotiations will be commencing.

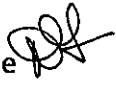


CROMWELL POLICE DEPARTMENT

Denise Lamontagne
Chief of Police

MEMO

TO: Anthony Salvatore
Town Manager

FROM: Chief Denise Lamontagne 

SUBJECT: Use of Force Analysis

DATE: January 4, 2023

In 2022 the Cromwell Police Department made 376 criminal arrests, 1,120 motor vehicle contacts, an estimated 73 Police Emergency Examination Requests for emotionally disturbed people in a total of 14,429 calls for service.

In total there was a total of sixteen (16) different officers/sergeants that used force in eighteen (18) incidents for 2022 compared to seventeen (17) different officers/sergeants that used force in fifteen (15) incidents for 2021.

The use of force reports by officers show emotional disturbed persons accounted for six (6) of the use of force incidents. Combative subjects' arrests accounted for fourteen (14) use of force incidents. The deployment and pointing of a firearm accounted for three (3) incidents in which compliance was gained or the incident no longer dictated the use of force. Of these three incidents, two were Capital Region Emergency Services Team (C.R.E.S.T.) call outs and, of these two, one was a less lethal shotgun. All other incidents were physical control techniques deployed by officer.

There were 5 officers with 5 years or less experience, 5 officers with 6-11 years of experience, 6 officers with 15-21 years of experience.

Subjects of use of force by officers accounted as follows: eighteen (18) adults, fourteen (14) were males and four (4) were females. Thirteen (13) were Caucasian, one (1) Hispanic and four (4) were African American. There were no policy violations noted during this period and no trends of abuse and/or improper use of force.

Incident Statistics Report

12/01/2022 00:00 Thru 12/31/2022 23:59

Call Type Description	Total for Period
911 Hang Up Call	5
Administrative Matter	9
Alarm - All types	20
ALARM-FALSE BILLABLE	16
Animal Complaint	12
Assist Motorist	20
Assist Other Agency	27
Car Seat Installation	1
CAR WASH	30
Civil Matter	7
Criminal Mischief / Vandalism	6
Dis Conduct/BOP	7
Domestic Incident	7
Drug/Narcotic Violation	1
Dumping	2
Escort	1
False Pretenses/Swindling	1
Fight/Disturbance	1
Fingerprinting	18
FV Protocol / P.A.	9
Identity Theft	8
Juvenile Incident	6
K-9 Assist	1
Larceny - From Building	2
Larceny - From MV	6
Larceny - MV Parts/Access	11
Larceny -Shoplifting	21
Larceny- Other	3
Medical Emergency	49
MEDICATION DISPOSAL BOX	2
MV Accident	35
MV Abandoned	1
MV Parking Violation	17
MV Theft	4
MV Violation	70
MV VIOLATION ATTEMPTED	1
MVA NR PRIV PROP	13
Noise Complaint	8
Nursing Home Fax Report	3

Incident Statistics Report

12/01/2022 00:00 Thru 12/31/2022 23:59

Call Type Description	Total for Period
Property Check	416
Property Lost/Found	8
Property Seized	2
Record Only Call	5
Report of Gunshot	1
Road Cond/TCS Out	15
See Complainant	28
Serve Warrant INFO	7
Suspicious Activity	49
TEST CALL	2
Threaten/Harass/Intimidation	1
Traffic Assignment	29
Trespassing	1
Unfounded Complaint	24
Untimely Death	2
Unwanted Person	5
Well Being Check	37
Total:	1093

Monthly NIBRS Statistics

12/01/2022 00:00 Thru 12/31/2022 23:59

Call Description	Curr Mth	Prev Mth	% Chg	Prev Year	% Chg	Year To Date	Year To Date 2021	% Chg
	12/ 2022	11/ 2022	Mth to Mth	12/2021	Mth to Yr	1/1 - 12/31/2022	1/1 - 12/31/2021	2022 / 2021
100 Kidnap/Abduction	0	0	% 0	0	% 0	1	0	% +100
11A Forcible Rape	0	0	% 0	0	% 0	2	0	% +200
11D Forcible Fondling	1	1	% 0	0	% +100	8	4	% +100
120 Robbery	0	0	% 0	1	% 100	2	5	% -60
13A Aggravated Assault	0	1	% 100	0	% 0	6	1	% +500
13B Simple Assault	3	4	% -25	2	% +50	43	48	% -10
13C Intimidation	3	3	% 0	0	% +300	29	44	% -34
200 Arson	0	0	% 0	0	% 0	0	1	% -100
210 Extortion/Blackmail	0	0	% 0	0	% 0	1	0	% +100
220 Burglary/Breaking and Enter	0	1	% 100	1	% 100	28	23	% +21.7
23A Pocket-Picking	0	0	% 0	0	% 0	2	0	% +200
23B Purse-Snatching	0	0	% 0	0	% 0	2	0	% +200
23C Shoplifting	18	19	% -5.2	18	% 0	184	145	% +26.8
23D Theft From Building	1	3	% -66.7	1	% 0	25	20	% +25
23F Theft From Vehicle	5	2	% +150	3	% +66.6	66	29	% +127
23G Theft of MV Parts or Access	12	3	% +300	8	% +50	80	55	% +45.4
23H All other Larceny	3	2	% +50	1	% +200	24	13	% +84.6
240 Motor Vehicle Theft	4	5	% -20	2	% +100	35	22	% +59.0
250 Counterfeiting/Forgery	0	1	% 100	0	% 0	17	6	% +183
26A False Pretenses/Swindle/Con	1	2	% -50	0	% +100	14	15	% -6.6
26B Credit Card/Automatic Telle	0	0	% 0	0	% 0	20	12	% +66.6
26C Impersonation	0	0	% 0	1	% 100	2	4	% -50
26E Wire Fraud	0	1	% 100	0	% 0	5	4	% +25
26F Identity Theft	4	1	% +300	3	% +33.3	27	15	% +80
26G Hacking/Computer	0	0	% 0	0	% 0	0	1	% -100
270 Embezzlement	0	0	% 0	0	% 0	3	5	% -40
290 Destruction/Damage/Vandalis	6	5	% +20	2	% +200	101	51	% +98.0
35A Drug Narcotic Violations	1	0	% +100	3	% -66.7	17	19	% -10
35B Drug Equipment Violations	2	1	% +100	2	% 0	26	16	% +62.5
36B Statutory Rape	0	0	% 0	0	% 0	1	0	% +100
40A Prostitution	0	0	% 0	0	% 0	0	4	% -25
520 Weapon Law Violations	0	0	% 0	1	% 100	4	6	% -33
720 Animal Cruelty	0	1	% 100	0	% 0	1	1	% 0
90A Fraud-Insufficient Funds Ch	0	0	% 0	0	% 0	1	1	% 0
90C Disorderly Conduct	2	2	% 0	3	% -33.3	42	35	% +20
90D Driving under the Influence	0	2	% 50	3	% 33.3	30	31	% -3.2
90F Family Offenses, Nonviolent	0	0	% 0	0	% 0	6	9	% -33
90J Trespass of Real Property	2	1	% +100	4	% -50	36	50	% -28
90Z All Other Offenses	3	5	% -40	6	% -50	80	66	% +21.2
Report Totals:	71	66	% +7.57	65	% +9.23	971	761	% +27.5



CROMWELL POLICE DEPARTMENT

Denise Lamontagne
Chief of Police

TO: Chief Denise Lamontagne

FROM: K-9 Sergeant John Carlson

SUBJECT: Monthly K-9 Activity December 2022

DATE: 01-02-2023

Beginning December 1, 2022 through December 31, 2022 I am reporting the following activities for the K-9 unit:

December 6, 2022 – K9 monthly patrol in-service at South Windsor Elementary School – 8 Hours.

December 7, 2022 – Bane attended the annual Cromwell PD Toy Drive at Walmart.

December 17, 2022 – Case #22-13936 – K9 demonstration for touch a truck event at Plummer Landscape.

December 26, 2022 – Case #22-14288 – K9 building search at commercial burglary alarm – Building cleared negative results.

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 November 2022
DATE: January 3, 2023

During the month of December, the Detective Division served (3) three arrest warrant. The warrants were approved by the court after lengthy investigations conducted by Detective Jones and Detective Tolton.

1. The incident originated on October 03, 2020 when three high end motor vehicles were stolen from a residence at the TPC in Cromwell. The vehicles were a 2019 BWM Aplina B7 (valued at \$80,000), 2019 BMW M8 (valued at \$131,000), and an Aston Martin DBs Superleggera (valued at \$300,000). The total approx. value of the theft was \$511,000. Two of the vehicles (BMW M8 and Aston Martin) were quickly recovered in the greater Hartford area and towed to the Cromwell Police Department, where the detective division processed the cars for evidence. Evidence was submitted to the CT state lab for analysis. As a result of the forensic analysis a Juvenile suspect was generated.
 - Det. Jones was able to secure a Juvenile Arrest warrant and the suspect was arrested on November 29, 2022. The Juvenile was charged with 53a-122; Larceny 1st Degree, and 53a-48/53a-122; Conspiracy To Commit Larceny 1st Degree and was turned over to the marshals and is scheduled to appear in court on December 6, 2022.
2. On November 11, 2022 the investigator at GA-09 advised the Cromwell Police department that a female victim in a family violence incident disclosed during a presentencing hearing that her abuser had violently killed her dog. The investigation



CROMWELL POLICE DEPARTMENT

Denise Lamontagne
Chief of Police

was assigned to Detective Jones with the assistance of ACO Gagnon. After an extensive investigation, Det Jones submitted an arrest warrant.

- Det. Jones was able to secure an arrest warrant and the suspect was arrested on December 14, 2022 and was charged with 53-247(b) Animal Cruelty. The suspect was turned over to the court marshals for same day arraignment.
3. The incident originated on December 20, 2021 when officers responded to Silas Dean Pawn Shop for a report of two suspects who stole a rack of jewelry, valued at \$3,300.00, from a display case. Detective Tolton was assigned the investigation and he processed the scene for evidence. Evidence was submitted to the CT state lab for analysis. As a result of the forensic analysis a suspect was generated.
- Det. Tolton was able to secure an arrest warrant for Julius Lipscomb (dob: 01/12/1969). Lipscomb turned himself in on December 23, 2022 and was charged with 53a-124 Larceny 3rd, and 53a-48/53a-124 Conspiracy to Commit Larceny 3rd. Lipscomb posted the court set \$30,000.00 court set bond and is scheduled to appear in court on January 04, 2023. It should be noted that the co-conspirator in this case was previously arrested.



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: January 4, 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:

- 1) Food Composting/Recycling Program – I have been discussing this program with our Solid Waste Foreman. We plan to start it up in April, in conjunction with Earth Day. The Library Director has agreed to assist us with the public outreach/educational component of this program.
- 2) Litter Removal - From December 19th to December 30th 2022 a Town of Cromwell Seasonal Employee and Solid Waste foreman picked up approximately 155 bags of garbage and recyclables from town roadsides. The seasonal employee was paid for out of the Bottle Nip Fund where the Town of Cromwell receives 5 cents for each nip sold in the Town of Cromwell. I'm considering doing it again in the early spring.
- 3) Curbside Christmas Tree collection begins January 9th. Collection starts on the east side of town and moves west.
- 4) Cardinal Engineering has been selected to perform the study of the nine drainage concerns in Town. Should be a draft by spring.
- 5) West Street Sidewalks design being finalized for spring/summer construction.
- 6) High school field facility RFQ/RFP opens later this month.
- 7) Will be making a minor revision to the little league lighting layout prior to approving submittals. Production time is 10-12 weeks.

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

Wednesday, December 14, 2022 - 7:00 p.m.

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

Also Present: Town Manager Salvatore, Chief LaMontagne, Captain Sifodaskalakis, Public Works Director Lou Spina, Finance Director Sharon DeVoe, Kara Canney Library Director

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE

The Council stood to recite the Pledge of Allegiance.

C. APPROVAL OF AGENDA

Town Manager Salvatore informed the Council that Agenda Item #N.5. should be changed from regular member to alternate member.

MOTION made by J. Polke and **SECONDED** by J. Henehan to approve the agenda as amended.

All in favor.

In favor: S. Fortenbach, J. Demetriades, J. Donohue, J. Henehan, P. Luna, J. Polke, A. Waters

Motion carried.

D. COMMISSION CHAIRMAN REPORTS/LIAISON REPORT/STAFF REPORTS

1. CMS Building Committee

CMS Building Chair Rosanna Glynn was in attendance to present the report of the Building Committee. She added that they have selected a construction management firm, the will-reveal the name of the firm once the contract is signed.

- a. Review of Cromwell Middle School New Building placement and layout with possible action to approve the extension of current school property line to include area within parcel "C" of the Watrous Park property map.

Perkins Eastman was in attendance and gave a presentation regarding the request to approve the extension of the current school property line to include area within parcel "C" of the Watrous Property Map. See Attachment A.

During and after the presentation, the following points were discussed:

- The road being straight or curved and how that ties into safety.
- If this proposed plan would disrupt the trail near the softball field.
- The location of the proposed fence and concerns about blocking off Watrous Park from the public.
- The size of the existing school vs. the proposed school
- Confirmation that we will receive the maximum return from the State based on this design and cost.

MOTION made by J. Demetriades and **SECONDED** by P. Luna to transfer control of the 3.15-acre parcel identified in the Board of Education Extension Area Site Plan to the Board of Education.

In favor: S. Fortenbach, J. Demetriades, J. Donohue, J. Henahan, P. Luna, J. Polke, A. Waters

Motion carried.

E. MAYOR'S UPDATE

Mayor Fortenbach read his report. See Attachment B.

F. TOWN MANAGER'S UPDATE

Town Manager Salvatore read his report and added:

- Staff did an outstanding job at the Farmers Market Craft Fair. The vendors and visitors loved it.
- We had a meeting with BerryDunn yesterday, they are planning on conducting a survey which will go out to all staff on or about January 10th.
- On January 9th Sonya from BerryDunn will be conducting interviews with employees who wish to be interviewed. BerryDunn has been great to work with and he feels this will be productive.
- The Public Works Director is working with Solid Waste and Blue Earth Compost to start a program where food scraps are collected from residents to till into the Community Garden at the beginning and the end of the season.

He anticipates the cost to be \$3,000 to start the program and get starter kits out to the public.

G. FINANCIAL/FINANCE DIRECTOR'S UPDATE

1. Budget Report

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

2. Long Range Capital Planning Committee Memo

Finance Director DeVoe explained that the Long-Range Capital Planning Memo was included to their packets. She then gave the Council an opportunity to ask questions.

3. Tax Refunds

MOTION made by A. Waters and **SECONDED** by J. Henahan to approve Tax Refunds #1-3.

In favor: S. Fortenbach, J. Demetriades, J. Donohue, J. Henahan, P. Luna, J. Polke, A. Waters

Motion carried.

H. 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:

- The Police Department raised \$430 for No-Shave November.
- There is a Giving Tree at the Police Department, they have 31 families that they are getting gifts for. She commended everyone for pitching in, buying the gifts and wrapping them.
- The window replacement project at the Police Department is complete. The new windows are very nice and there are no more drafts.
- There will be a holiday message on Channel 3 from the Cromwell Police Department.

A brief discussion was held regarding the number of vacancies for police officers and what we could do to attract qualified applicants.

I. PUBLIC WORKS DIRECTOR'S UPDATE

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

- He, Jon Harriman and Michael Shewokis reviewed submittals for the drainage study from seven firms, five firms were qualified. The proposal should be awarded any day now.

- ARPA funds were approved and allocated to evaluate drainage areas of concern.
- The leaf collection is complete. The first pass through was last Thursday they completed the second and last pass through before the weekend.
- The Chief Mechanic was a very good hire, he is working out very well. Between the Mechanic and the Assistant Mechanic, we are doing more in-house repairs and fabrication, they are putting floor panels in vehicles that are rotted out and as a result, it is saving the Town a significant amount of money.

J. CITIZEN COMMENTS *(limited to 2 minutes per speaker, please be respectful)*
Councilman Demetriades read a letter from Dierdre Daly into the record. See Attachment C.

A discussion took place regarding The Belden Room. Concerns were raised by Councilman Waters regarding the room being controlled by the Library Director. He felt as though it should be controlled by the Town Manager's Office, where all other meeting spaces are controlled.

Kara Canney, Library Director explained that the use of the Belden Room is controlled by the library as it was a condition of the grant we were awarded. She explained that the intention of the grant funding was to create a space for library programs and events. Kara assured the Council that she allows other departments, boards and commissions, and some outside agencies to utilize the space when it is available. A lengthy discussion took place regarding this.

K. NEW BUSINESS

1. Review and approve Library Policy Manual

Kara Canney, Library Director was in attendance to answer any questions of the Council regarding the review and approval of the Library Policy Manual.

MOTION made by J. Donohue and **SECONDED** by J. Polke to approve the Library Policy Manual.

In favor: S. Fortenbach, J. Demetriades, J. Donohue, J. Henahan, P. Luna, J. Polke

Opposed: A. Waters

Motion carried.

L. APPROVAL OF MINUTES

1. November 9, 2022 Regular Meeting Minutes

MOTION made by P. Luna and **SECONDED** by J. Henehan to approve the November 9, 2022 Regular Meeting Minutes.

In favor: S. Fortenbach, J. Donohue, J. Henehan, P. Luna, J. Polke, A. Waters

Abstained: J. Demetriades

Motion carried.

M. RESIGNATIONS

1. Joseph Fazekas, Economic Development Commission

MOTION made by A. Waters and **SECONDED** by J. Henehan to accept the resignation of Joseph Fazekas from the Economic Development Commission with regret.

In favor: S. Fortenbach, J. Demetriades, J. Donohue, J. Henehan, P. Luna, J. Polke, A. Waters

Motion carried.

2. Joseph Fazekas, Redevelopment Agency

MOTION made by P. Luna and **SECONDED** by J. Henehan to accept the resignation of Joseph Fazekas from the Redevelopment Agency with regret.

In favor: S. Fortenbach, J. Demetriades, J. Donohue, J. Henehan, P. Luna, J. Polke, A. Waters

Motion carried.

N. APPOINTMENTS/REAPPOINTMENTS

Reappointments:

1. Conservation Commission

a. Scott Lamberson (D), regular member for a term expiring 1/2026

MOTION made by A. Waters and **SECONDED** by J. Demetriades to reappoint Scott Lamberson (D) as a regular member to the Conservation Commission for a term expiring 1/2026.

In favor: S. Fortenbach, J. Demetriades, J. Donohue, J. Henehan, P. Luna, J. Polke, A. Waters

Motion carried.

b. John Whitney (D), regular member for a term expiring 1/2025

MOTION made by J. Donohue and **SECONDED** by A. Waters to appoint John Whitney (D) as a regular member for a term expiring 1/2025 to the Conservation Commission.

In favor: S. Fortenbach, J. Demetriades, J. Donohue, J. Henehan, P. Luna, J. Polke, A. Waters

Motion carried.

2. Economic Development Commission

a. Richard Nobile (R), regular member for a term expiring 3/2026

MOTION made by A. Waters and **SECONDED** by J. Demetriades to reappoint Richard Nobile (R) as a regular member to the Economic Development Commission for a term expiring 3/2026.

In favor: S. Fortenbach, J. Demetriades, J. Donohue, J. Henahan, P. Luna, J. Polke, A. Waters

Motion carried.

b. Jay Polke (R), regular member for a term expiring 3/2026

MOTION made by A. Waters and **SECONDED** by J. Henahan to reappoint Jay Polke (R) as a regular member to the Economic Development Commission for a term expiring 3/2026.

In favor: S. Fortenbach, J. Demetriades, J. Donohue, J. Henahan, P. Luna, A. Waters

Abstained: J. Polke

Motion carried.

c. Marilyn Teitlebaum-Dworkin (D), regular member for a term expiring 3/2025

MOTION made by P. Luna and **SECONDED** by J. Henahan to reappoint Marilyn Teitlebaum-Dworkin (D) as a regular member to the Economic Development Commission for a term expiring 3/2025.

In favor: S. Fortenbach, J. Demetriades, J. Donohue, J. Henahan, P. Luna, J. Polke, A. Waters

Motion carried.

3. Inland Wetlands and Watercourses Agency

a. Joseph Corlis (D), regular member for a term expiring 12/2026

MOTION made by J. Henahan and **SECONDED** by P. Luna to reappoint Joseph Corlis (D) as a regular member to the Inland Wetlands and Watercourses Agency for a term expiring 12/2026.

In favor: S. Fortenbach, J. Demetriades, J. Donohue, J. Henahan, P. Luna, J. Polke, A. Waters

Motion carried.

b. Wynn Muller (R), regular member for a term expiring 12/2026

MOTION made by J. Donohue and **SECONDED** by J. Henahan to reappoint Wynn Muller (R) as a regular member to the Inland Wetlands and Watercourses Agency for a term expiring 12/2026.

In favor: S. Fortenbach, J. Demetriades, J. Donohue, J. Henehan, P. Luna, J. Polke, A. Waters

Motion carried.

c. Peter Omicioli (R), regular member for a term expiring 12/2026

MOTION made by A. Waters and **SECONDED** by J. Henehan to reappoint Peter Omicioli (R) as a regular member to the Inland Wetlands and Watercourses Agency for a term expiring 12/2026.

In favor: S. Fortenbach, J. Demetriades, J. Donohue, J. Henehan, P. Luna, J. Polke, A. Waters

Motion carried.

4. Redevelopment Agency

a. Robert Donohue (R), regular member for a term expiring 12/2025

MOTION made by J. Henehan and **SECONDED** by P. Luna to reappoint Robert Donohue (R) as a regular member to the Redevelopment Agency for a term expiring 12/2025.

In favor: S. Fortenbach, J. Demetriades, J. Henehan, P. Luna, J. Polke, A. Waters

Abstained: J. Donohue

Motion carried.

b. Richard Nobile (R), regular member for a term expiring 12/2025

MOTION made by A. Waters and **SECONDED** by J. Henehan to reappoint Richard Nobile (R) to the Redevelopment Agency as a regular member for a term expiring 12/2025.

In favor: S. Fortenbach, J. Demetriades, J. Donohue, J. Henehan, P. Luna, J. Polke, A. Waters

Motion carried.

5. Planning and Zoning Commission

a. Robert Donohue (R), alternate member for a term expiring 12/2023

MOTION made by A. Waters and **SECONDED** by J. Henehan to reappoint Robert Donohue (R) as an alternate member to the Planning and Zoning Commission for a term expiring 12/2023.

In favor: S. Fortenbach, J. Demetriades, J. Henehan, P. Luna, J. Polke, A. Waters

Abstained: J. Donohue

Motion carried.

O. INFORMATIONAL ITEMS

- Councilman Waters informed the Council that a banquet was held last night for the football team. Quite a few seniors got accepted to college to play football; a couple seniors even got full scholarships. It was heartwarming for the kids to get rewarded.

P. EXECUTIVE SESSION

1. Sale of Town Property (*action is possible*)

MOTION made by J. Demetriades and **SECONDED** by J. Henehan to go into Executive Session and invite the Town Manager.

In favor: S. Fortenbach, J. Demetriades, J. Donohue, J. Henehan, P. Luna, J. Polke, A. Waters

Motion carried.

The Town Council entered Executive Session at 9:27 p.m.

The Town Council came out of Executive Session at 9:38 p.m.

MOTION made by J. Polke and **SECONDED** by J. Henehan to authorize the Town Manager to negotiate the final configuration of the swap and sale of 14R Winchester Way.

In favor: S. Fortenbach, J. Demetriades, J. Donohue, J. Henehan, P. Luna, J. Polke, A. Waters

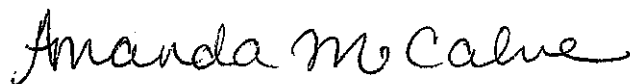
Motion carried.

Q. ADJOURN

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

The meeting was adjourned at 9:39 p.m.

Respectfully submitted,

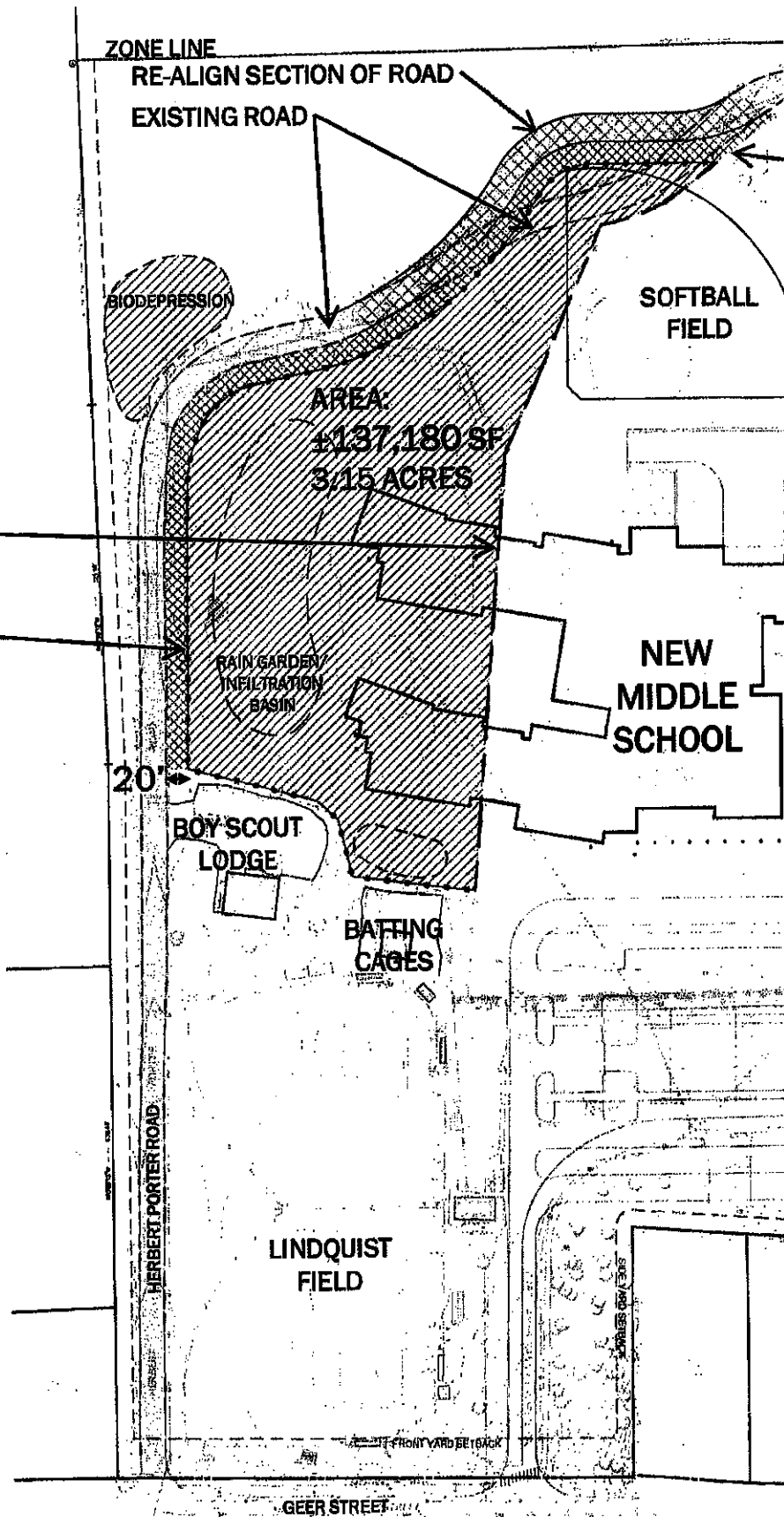


Amanda M. Calve
Secretary

BOE EXTENSION AREA

EXISTING FENCE

20' FOR FUTURE
ROAD WIDENING
AND SIDEWALK





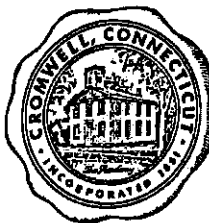
Town of Cromwell Office of the Mayor

MAYOR'S REPORT

Date: December 14, 2022
To: Members of the Town Council
From: Steve Fortenbach, Mayor
Subject: Mayor's Report for 12/14/2022 Town Council Meeting

- CMS building project continues to progress.
- I was able to speak at the American Legion event held at the Town Hall on Veterans Day.
- The Mayor's Tree lighting was held on Monday December 5th. Town staff did an outstanding job and there was a great turn out by residents.
- Farmers market craft fair was held this past Saturday and was a huge success. Town staff and vendors are already talking about hosting this even again.
- Tuesday December 6th I was invited to speak at coffee at the senior center. There were 40 more or less in attendance and we were able to have great conversation regarding the town.
- The climate/culture study is moving ahead. Initial letters are going out shortly if they haven't already gone out.

----- Forwarded message -----From: Deirdre Daly <ddaly1214@yahoo.com
<mailto:ddaly1214@yahoo.com> >Date: Wed, Dec 14, 2022, 3:21 PMSubject: Dec. 14 Town Council
MeetingTo: jndemetriades@gmail.com <mailto:jndemetriades@gmail.com> <jndemetriades@gmail.com
<mailto:jndemetriades@gmail.com> >Dear Steve,We really appreciate you taking the time you spent
meeting with the community on Tuesday, December 6 and we look forward to continued open
communication.One of the issues that was brought up in the meeting was the issue of space for the
Senior Center as well as the availability of rooms, such as the Belden Room.# This was an issue that
you stated you would look into.Item K - New Business on this evenings agenda is the is to review and
approve the Library Policy Manual.# In the Library Policy Manual, Item II, section D states the
LibraryDirector is responsible for scheduling the use of the library space, in accordance with
policies established by the Town Manager (see Appendix).# #After reviewing section E - town of
Cromwell - Policy for use of municipal meetings rooms does not refer to library space.# It does
however note in section 7 that the Town Manager is responsible for scheduling and approving the use
of any meeting room.# We would like to see the approval of the Library Policy Manual tabled until
further review of room reservation is complete.##We appreciate your time and attention to this
matter.Respectfully submitted,Deirdre DalySenior Commission Member



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

Name: TASON Barber
Address: (Home) 15 Congress Drive, Cromwell
Telephone: 860-632-8365
E-mail Address: Cristina.barber15@comcast.net Occupation: Student

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 *minor*

Board or Commission of Interest: _____

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.

Volunteering for Youth Advisory Board

Please include three (3) References with your application.

Name	Address	Phone Number
Melissa Slifer	17 Congress Drive Cromwell, CT	860-805-7548
Ana O'Donnell	12 Oakengate Andover, CT	860-983-1213
Barbara Delawara	15 Ellsworth Canton, CT	508-981-0675

Signature: Cm Barber mmh Date: 12/21/22
Tason Barber

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.



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

Name: Katrina Barber

Address: (Home) 15 Congress Drive, Cromwell

Telephone: 860-632-8365

E-mail Address: Cristina.barber15@comcast.net Occupation: Student

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 *mine*

Board or Commission of Interest: _____

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.

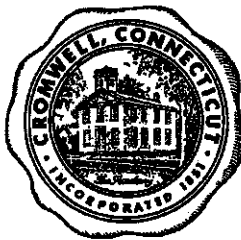
Volunteering for Youth Advisory Board

Please include three (3) References with your application.

Name	Address	Phone Number
Melissa Sifer	17 Congress Drive Cromwell	860-805-7548
Ana O'Donnell	12 Davenport St Avon, CT	860-983-1213
Barbara DeLoureiro	15 Ellsworth Canton, CT	508-981-0675

Signature: Katrina Barber Date: 12/20/22

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.



Town of Cromwell Board & Commission Application Form

Name: Gayle Ivy

Address: (Home) 2 Bayberry Ct, Cromwell

Telephone: 860-884-9673

E-mail Address: gayle.mccain507@comcast.net Occupation: semi-retired

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: Youth Serices Board

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 started my career as Director of Colchester Youth Services. I worked per diem in several youth services and schools while raising my children. I went back to school for a special education degree birth-kindergarten and ran a child care center. I recently moved to Cromwell to me near my children and would love to be involved.

Please include three (3) References with your application.

Name	Address	Phone Number
Sarah Anzalone (Friend)	568 Bethel Rd Griswold 06374	860-912-1627
Tim McCain (son)	222 Haddam Quarter Rd Durham	86--884-9619
Janine Furey (Former Employee)	Groton	860-857-9464

Signature: Gayle E. Ivy Date: Dec. 30, 2022

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.



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

Name: Suzanne Rutner
Address: (Home) 10 Iron Gate Lane Cromwell
Telephone: 860-635-1778
E-mail Address: suzrutner@gmail.com Occupation: teacher

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: Youth Services

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 have a Bachelors and Masters degree in teaching & have taught children in Middletown and Cromwell for 54 years. I am currently the owner/director of Northwest Children's Center in Cromwell. I attended Cromwell Public Schools and

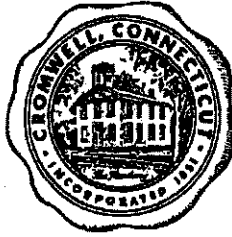
Please include three (3) References with your application.

Name	Address	Phone Number
Sandy Muller	101 W. 1st Street #622 Cromwell	860-604-0424
Michael Canasta	136 Oak Hill Rd Cromwell	860-983-4912
Kate Malen	Coles Rd Cromwell	860-754-6198

have lived in Cromwell all my life.

Signature: Suzanne Rutner

Date: 12/22/2022



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

Name: Whitney Simmons

Address: (Home) 83 Willowbrook Road

Telephone: (203) 823-2078

E-mail Address: whitneysimmons19@gmail.com Occupation: Clinical Supervisor

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: Youth Advisory Board

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.

In my professional career and leisure time I spend the bulk of my time supporting youth and families. I have spent time supporting programming and resources that enhance the lives of youth and their families

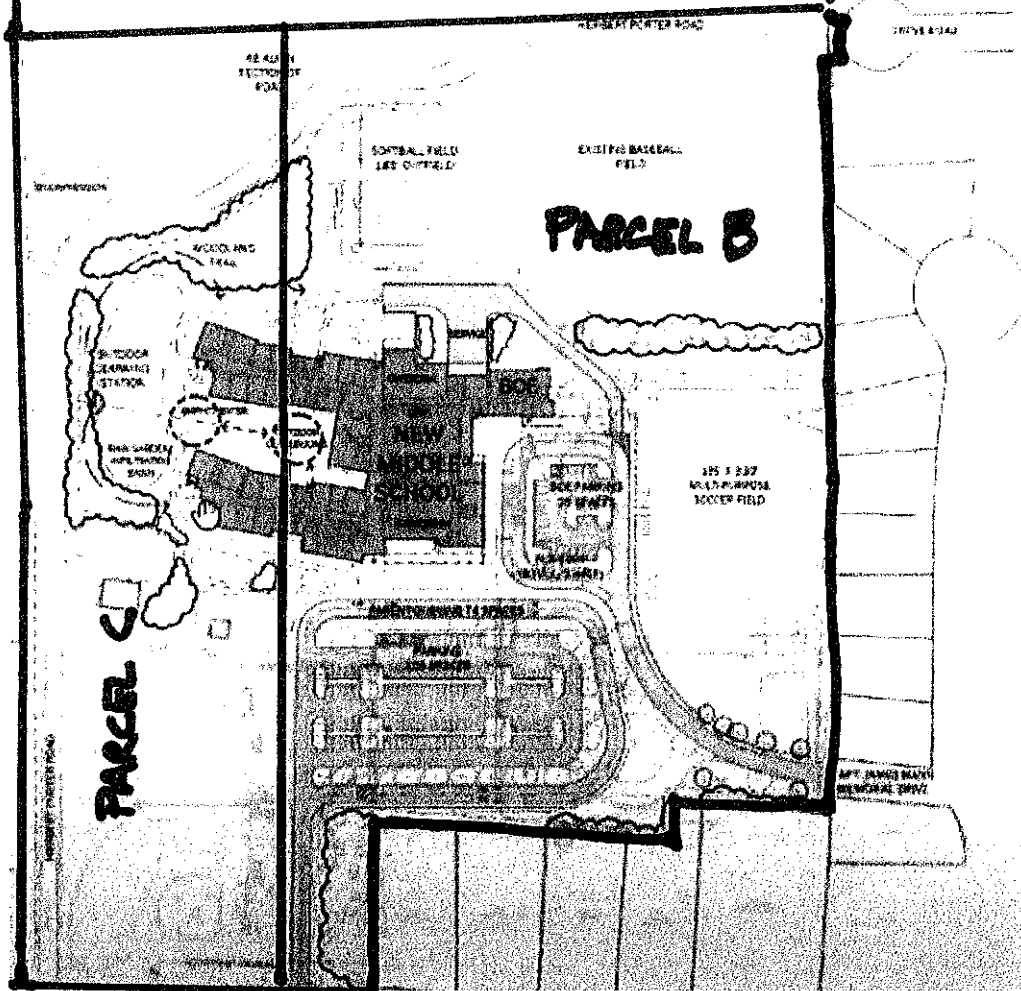
Please include three (3) References with your application.

Name	Address	Phone Number
Kim Guzzo		(860) 712-0483
Clare Serrantino		(860) 794-2327
Melinda Perkoski		(860) 985-8821

Signature: [Signature] Date: 12/28/2022

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.

PARCEL A



To all People to whom these Presents shall come, Greeting:

KNOW YE, THAT We, HELEN E. BERNSON a/k/a HELEN SAGE BERNSON, of the Town of Cromwell, County of Middlesex and State of Connecticut and ETHEL B. SCHWADRON a/k/a ETHEL SAGE SCHWADRON of Brooklyn, County of Kings and State of New York for the consideration of One (1) Dollar and other valuable considerations

received to our full satisfaction of the TOWN OF CROMWELL, a municipal corporation having its limits in the Town of Cromwell, County of Middlesex and State of Connecticut

do give, grant, bargain, sell and confirm unto the said TOWN OF CROMWELL

A certain piece or parcel of land containing forty-two and eight-tenths (42.8) acres, more or less, situated north of and adjoining the present High School property in the Town of Cromwell, County of Middlesex and State of Connecticut and being more particularly bounded and described as follows:

Beginning at the southeast corner of the herein conveyed premises which is also the northeast corner of other land of the Town of Cromwell (High School Property) and also the northwest corner of Grove Road; continue thence in a westerly direction a distance of one thousand ninety-three and thirty-eight one-hundredths (1,093.38) feet to land of the Leghorn Nursery Company; continue thence in a northerly direction along said land of the Leghorn Nursery Company to land of the Gardners Nurseries, Inc.; continue thence in an easterly direction along said land of the Gardners Nurseries, Inc. to the northeast corner of the herein conveyed premises; continue thence in a southerly direction along land of the Gardners Nurseries, Inc. to land of Anna Libera; continue thence in a westerly direction along said land of Anna Libera to the northwest corner of her land; and continue thence in a southerly direction along said land of Anna Libera and along land of John J. and Astrid M. Bundy to the point or place of beginning.

Being the remaining portion of the first piece of the premises conveyed to us, the said grantors herein, from the estate of Winit R. Sage by a Certificate of Title dated August 6, 1942 and recorded in the Cromwell Land Records in Vol. 32, Page 105 and also by a Quit Claim Deed from Preston R. Sage dated August 13, 1942 and recorded in the Cromwell Land Records in Vol. 33, Page 207.

The above conveyed premises are subject to a pipe line easement in favor of the Algonquin Gas Transmission Company as recorded in the Cromwell Land Records in Vol. 48, Pages 7 and 8.



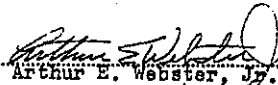
To Have and to Hold the above granted and bargained premises, with the appurtenances thereof, unto it, the said grantee, its ~~heirs~~ successors, and assigns forever, to them and their own proper use and behoof. And also, we, the said grantors, do for our selves, our heirs, executors, ^{and} administrators, ~~and successors~~ covenant with the said grantee, its ~~heirs~~ successors, and assigns, that at and until the ensealing of these presents, we are well seized of the premises, as a good indefeasible estate in *Fee Simple*; and have good right to bargain and sell the same in manner and form as is above written and that the same is free from all incumbrances whatsoever, except as hereinbefore mentioned.


And Furthermore, we, the said grantors, do by these presents bind ourselves and our heirs forever to *Warrant and Defend* the above granted and bargained premises to it, the said grantee, its ~~heirs~~ successors, and assigns, against all claims and demands whatsoever, except as hereinbefore mentioned.


In Witness Whereof, we

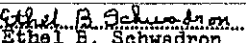
have hereunto set our hands and seals this 5th day of February
in the year of our Lord nineteen hundred and sixty-three.

Signed, Sealed and delivered in the presence of


 Arthur E. Webster, Jr.


 Helen E. Bernson [L. S.]


 Raymond L. McCrossan


 Ethel B. Schwadron [L. S.]

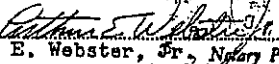
[L. S.]

[L. S.]

STATE OF CONNECTICUT }
COUNTY OF Middlesex } ss Cromwell, February 5th, A. D. 1963

Personally Appeared HELEN E. BERNSON and ETHEL B. SCHWADRON,

Signers and Sealers of the foregoing Instrument, and acknowledged the same to be their
free act and deed
before me


 Arthur E. Webster, Jr., Notary Public
 State of Connecticut
 Commission Expires 12-31-63
 A. D. 196

STATE OF CONNECTICUT }
COUNTY OF } ss

Personally Appeared

Signer and Sealer of the foregoing Instrument, and acknowledged the same to be
free act and deed
before me

Grantee's Address:

Street and Number

City

State

Received 19..... At..... M.

Recorded in

Land Records - Vol..... Page.....

Town Clerk

Notary Public
Justice of the Peace
Commissioner of the Superior Court

Received for Record Feb. 5, 1963 at 3:06 P.M. Attest

#14878

Town Clerk.

OPEN SPACE GRANT AGREEMENT**CONNECTICUT OPEN SPACE PROJECT****MUNICIPALITY OF CROMWELL****WATROUS & PIERSON PARKS IMPROVEMENTS CPAP 2003-04**

THIS AGREEMENT is made between the TOWN OF CROMWELL a municipal corporation having its territorial limits within the County of Middlesex and State of Connecticut, after this referred to as the "Municipality" or "Contractor" and the STATE OF CONNECTICUT, acting herein by its Commissioner of Environmental Protection duly authorized under the provisions of Connecticut General Statutes (CGS) Section 22a-6(a)(2), after this referred to as the "Commissioner."

The purpose of this agreement is to provide State financial assistance to the Municipality as a grant of State Funds under and pursuant to Special Act 01-2, Section 9(b)(1), to assist the Municipality in the improvement of open space land, and to state the terms and conditions upon which such assistance will be extended. In consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

1. The Municipality will make improvements to a municipally owned, operated and maintained public recreational areas know as Watrous Park and Pierson Park both of which are located within the territorial limits of territorial limits of the Town of Cromwell. Improvements to Watrous Park include the development of a skate park. Improvements to Pierson Park include the development/rehabilitation of a football field that may include but not limited to the installation of an irrigation system, purchase and placement of topsoil, grading, drainage, seeding and the construction of a press box. Any changes to the project scope, as agree upon will require written permission from the Commissioner Said Improvements to this park are pursuant to Special Act 01-2, Section 9(b)(1), and is to be completed within three years of the approval of this Agreement.

2. The Municipality represents that said Municipality is the record owner or lessee of the land and structures upon which the project described above is located; ownership shall be the form of fee simple, free from any lien or claim that would prevent such land from being retained and utilized for the use or uses outlined above. Leased land, shall allow, said land to be used and maintained for public outdoor recreational purposes and shall be no less than forty (40) years in length with a renewal option.

3. The Municipality agrees to retain the land upon which the project described herein is completed for recreation and conservation purposes which for the purposes of the agreement shall be defined as public recreation, municipal open space, conservation or preservation of cultural or natural resources, agriculture, and/or natural resource education and shall not convey or convert said land to any uses other than recreation or conservation uses as defined above except with the prior written approval of the Commissioner. Such approval by the Commissioner shall be conditioned upon the provision by the Municipality of comparable land to be devoted to recreation and conservation as defined above, the full proceeds of any sale of the land to be applied for such purposes and if such proceeds exceed the amount required for such land acquisition, the balance up to the amount of the grant provided for herewith shall revert to the State (1) if the land is sold, the same percentage of the proceeds of the sale as that granted by the State for the purchase of the land, or (2) if the land is not sold, such percentage of the fair market value of the land at the time of conversion to another use.

4. In consideration for said grant, the Municipality will record upon the Land Records of the Municipality, this Agreement, upon approval, dedicating said land to recreation and conservation purposes and restricting the use of said land for such purposes except as otherwise approved by the Commissioner of Environmental Protection or his successor body or bodies in accordance with the General Statutes of the State of Connecticut, and containing the provisions set forth in paragraph 3 above. The restriction shall run with the land in favor of the State of Connecticut and shall be binding upon the Municipality and its successors and assigns. Said land developed and/or acquired by the Municipality, for which said grant has been provided is more fully described as follows:

Watrous Park

Being the same and all the same property conveyed to the Town of Cromwell by Helen E. Bernson a/k/a/ Helen Sage Bernson by virtue of a Warranty Deed dated February 5, 1963 and filed in the Clerk's office of the Town of Cromwell on February 5, 1963 in Volume 71, Page 144-145.

Pierson Park

Being the same and all the same property conveyed to the Town of Cromwell by A. N. Pierson, Incorporated a corporation located in Cromwell by virtue of a Warranty Deed dated October 13, 1932 and filed in the Clerk's office of the Town of Cromwell on October 13, 1932 in Volume 30, Page 325.

5. It is agreed and understood that the Municipality shall keep the project area open to the general public and that if a fee is charged for entry or use of the area, the Municipality agrees not to charge a fee to nonresidents of the Municipality that exceeds twice that charged to residents of the Municipality. Where there is no charge to residents but a fee is charged to nonresidents, nonresident fees cannot exceed those charged at comparable State or local facilities. Reservation, membership or annual permit systems available to residents must also be available to nonresidents and the period of availability must be the same for both residents and nonresidents.

6. The Municipality agrees to comply with all State of Connecticut building codes, the Intent of the Americans with Disabilities Act (handicapped accessibility), to secure all applicable permits prior to construction and to properly and efficiently operate and maintain the project area after construction or acquisition and provide assurance of such operation and maintenance as may be required by the Commissioner.

7. The Municipality agrees to comply with the 1986 Federal Reform Act requirements for tax exempt Bonds and said requirements may be amended.

8. The Municipality agrees that the purchasing of materials or the awarding of service contracts for completion of the project scope as defined in Item 1 of this agreement shall follow established municipal purchasing contract awarding procedures or proceed with competitive open bidding for material or contracts in excess of \$10,000.00, whichever is stricter.

9. The Municipality agrees to promptly disburse by check, to all contractors/vendors the proceeds from this grant on or before the same day that it receives any such proceeds from the State.

10. The Municipality agrees to accept the terms of this agreement and the amount of the grant as hereinafter set forth to be the full and total obligation of the Commissioner.

11. The Municipality agrees to furnish the Commissioner a written statement from the Chief Administrative Officer stating that it has fully performed all its obligations under this contract within thirty (30) days of completion of performance.

12. The Municipality agrees that it will have its financial records audited at the close of the fiscal year and provide that audit to the Commissioner, all in accordance with CGS Section 7-396a and CGS Sections 4-230 through 4-236, and any applicable regulations which are or may be promulgated.

13. The Municipality agrees to comply with CGS Section 4a-60, nondiscrimination and affirmative action and CGS Section 4a-60a, nondiscrimination on the basis of sexual orientation, provisions attached as Schedule A which is hereby incorporated as part of this agreement.

14. The Municipality and the State understand and agree that financial assistance for this project was approved at the July 20, 2001 meeting of the State Bond Commission. Upon approval of this agreement by the Office of the Attorney General, grant funds for the above described projects shall be available for release to the contractor from date of Bond Commission approval, contingent upon the contractor meeting the terms and conditions of this agreement and by the Commissioners approval.

15. The State agrees to make a grant to the Municipality on a reimbursement basis, in the amount not to exceed One Hundred Thousand dollars (\$100,000.00) for purposes described in the earlier portion of this Agreement. The payment of any and all sums pursuant to this Agreement is conditioned upon, and in consideration for, the Municipality meeting its obligations under the terms of the Agreement.

16. The State agrees to make payment within thirty (30) days following receipt of completed reimbursement forms and materials.

17. This Agreement will become effective upon its execution by the Commissioner and its approval by Connecticut's Attorney General.

18. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or a noncompliance with said Executive Order No. Three, or any State or Federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated before completion. The Contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not be discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

19. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance and in regard to listing all employment openings with the Connecticut State Employment Service.

20. This contract is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999, and, as such, this contract may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. 16. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. 16, which is attached hereto and incorporated as Attachment B. The parties to this contract, as part of the consideration hereof, agree that a requirement for compliance with Executive Order No. 16 shall be included in any subcontracts or other compliance with that may result from the contract. The parties agree to abide by such Executive Order.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

TOWN OF CROMWELL

Stanley A. Terry, Jr. 3-26-03
Stanley A. Terry, Jr. Date
First Selectman
Duly Authorized

WITNESS

Signature
Name in print
Gloria Prendergast
Name GLORIA PRENDERGAST
Darlene A. DiProto
Name DARLENE A. DI PROTO

STATE OF CONNECTICUT)
COUNTY OF MIDDLESEX)

SS. TOWN OF CROMWELL



The foregoing instrument was acknowledged before me this 26th day of March, 2003, by Stanley A. Terry, Jr., First Selectman for the Town of Cromwell in the County of Middlesex and State of Connecticut.

Darlene A. DiProto
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2007

Darlene A. DiProto
Commissioner of the Superior Court
Notary Public
My Commission Expires 8-31-2007

STATE OF CONNECTICUT

David K. Left 5/1/03
David K. Left Date
Deputy Commissioner
Department of Environmental Protection

WITNESS

Signature
Name in print
Jacqueline King
Name: JACQUELINE KING
David D. Stigar
Name DAVID D. STIGAR

STATE OF CONNECTICUT)
COUNTY OF HARTFORD)

SS. CITY OF HARTFORD



The foregoing instrument was acknowledged before me this 1st day of May, 2003, by David K. Left, Deputy Commissioner, Department of Environmental Protection, State of Connecticut.

Approved as to form
Richard Blumenthal
Attorney General

William B. Gundling
By: William B. Gundling
Associate Attorney General

Date: 5/21/03

Constance M. Kisluk
Notary Public
My Commission Expires _____

CONSTANCE M. KISLUK
NOTARY PUBLIC
MY COMMISSION EXPIRES APR. 30, 2005

UNDS AVAILABLE
William T. Chase
AUTHORIZED SIGNATURE
5/5/03

CONNECTICUT GENERAL STATUTES

SECTION 4a-60 (a) Every contract which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action - equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and Section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make a good faith effort to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(b) For purposes of this section, "minority business enterprises" means any small contractor or supplier of material fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in the subsection (a) of Section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith effort" shall include but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(c) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(e) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempt by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for non compliance in accordance with Section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto, to protect the interests of the state and the state may so enter.

SECTION 4a-60a (a) Every contract to which the state or political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) the contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the ground of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the General Statutes; (4) the contractor agrees to provide the commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and Section 46a-56.

(b) The contractor shall include the provisions of section (a) in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the General Statutes; provided, if such contract becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

ATTACHMENT B**Executive Order No. Sixteen**

WHEREAS, the State of Connecticut recognizes that workplace violence is a growing problem that must be addressed; and

WHEREAS, the State of Connecticut is committed to providing its employees a reasonable safe and healthy working environment, free from intimidation, harassment, threats, and/or violent acts; and

WHEREAS, violence of the threat of violence by or against any employee of the State of Connecticut or member of the public in the workplace is unacceptable and will subject the perpetrator to serious disciplinary action up to and including discharge and criminal penalties;

NOW, THEREFORE, I, John G. Rowland, Governor of the State of Connecticut, acting by virtue of the authority vested in me by the Constitution and by the statutes of this state, do hereby ORDER and DIRECT

1. That all state agency personnel, contractors, subcontractors and vendors comply with the following **Violence in the Workplace Prevention Policy**:

The State of Connecticut adopts a statewide zero tolerance policy for workplace violence.

Therefore, except as may be required as a condition of employment;

- No employee shall bring into any state worksite any weapon or dangerous instrument as defined herein.
- No employee shall use, attempt to use, or threaten to use any such weapon or dangerous instrument in a state worksite.
- No employee shall cause or threaten to cause death or physical injury to any individual in a state worksite.

Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious injury.

Violation of the above reasonable work rules shall subject the employee to disciplinary action up to and including discharge.

2. ~~That each agency must prominently post this policy and that all managers and supervisors must clearly communicate this policy to all state employees.~~
3. That all managers and supervisors are expected to enforce this policy fairly and uniformly.
4. That any employee who feels subject to or witnesses violent, threatening, harassing or intimidating behavior in the workplace immediately report the incident or statement to their supervisor, manager, or human resources office.
5. That any employee who believes that there is a serious threat to their safety or the safety of others that requires immediate attention notify proper law enforcement authorities and his or her manager or supervisor.
6. That any manager or supervisor receiving such a report shall immediately contact their human resources office to evaluate, investigate and take appropriate action.
7. That all parties must cooperate fully when questioned regarding violations of this policy.
8. That all parties be advised that any weapon or dangerous instrument at the worksite will be confiscated and that there is no reasonable expectation of privacy with respect to such items in the workplace.
9. That this order applies to all state employees in the executive branch.
10. That each agency will monitor the effective implementation of this policy.
11. That this order shall take place immediately.

Dated August 4, 1999



Town of Cromwell

NATHANIEL WHITE BUILDING
41 WEST STREET
CROMWELL, CONNECTICUT 06416-0189

TOWN CLERK CERTIFICATION

I, Darlene DiProto, do hereby certify that I am the Town Clerk of the Town of Cromwell, a municipal corporation organized and existing under the laws of the State of Connecticut having its principal place of business at 41 West Street, Cromwell, Connecticut, that I am the keeper of the corporate records. That attached hereto is a true and correct copy of the resolution duly adopted and ratified by the Town of Cromwell, Board of Selectmen, on March 12, 2003 in accordance with the Charter of the Town of Cromwell; and that the same has not in any way been modified, repealed or rescinded, but is in full force and effect.

BE IT FURTHER KNOWN that Stanley A. Terry Jr. was elected First Selectman. His term of office began on November 2001 and will continue until November 2003. As the First Selectman, Stanley A. Terry Jr. serves as Chief Executive Officer for the Town of Cromwell, and is duly authorized to enter into agreements and contracts on behalf of the Town of Cromwell.

Dated at the Town of Cromwell, Connecticut this 14th day of March, 2003

Darlene A. DiProto
Clerk



Recorded 6-20 2003
3:30 PM Darlene A. DiProto
Cromwell Town Clerk

Selectman's Office 632-3410 / Finance 632-3414 / Public Works 632-3420 / Town Planner 632-3422 / Building Department 632-3428
Sewer Department 632-3430 / Town Clerk 632-3440 / Assessor 632-3442 / Tax Collector 632-3445 / Zoning Officer 632-3422
Health Department 632-3426 / Dog Warden 632-3466 / Registrars 632-3418 / Youth 632-3448 / Elderly 632-3447 / Welfare 632-3449
Engineering 632-3420 / Library 632-3460 / Recreation 632-3467 / Emergency Management 632-3422
Personnel Supervisor 632-3497 / Risk Manager 632-3497

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A107

**Standard Form of Agreement Between
Owner and Contractor**

Short Form Agreement for Small Construction Contracts

Where the Basis of Payment is a

STIPULATED SUM

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION*

*For other contracts the AIA issues Standard Forms of Owner-Contractor Agreements and Standard General Conditions
of the Contract for Construction for use in connection therewith.*

This document has been approved and endorsed by The Associated General Contractors of America.

AGREEMENT

made this Ninth day of December in the year Nineteen
Hundred and Seventy Seven

BETWEEN the Owner: Town of Cromwell, Connecticut

and the Contractor: Robison, Incorporated
60 Church Street
Yalesville, CT 06492

the Project: Grove Road Park
Cromwell, Connecticut
EDA/LPW No. 01-51-20234

the Architect: Jeter, Cook + Jepson Architects, P.C.
799 Main Street
Hartford, CT 06103

The Owner and Contractor agree as set forth below.

ARTICLE 1
THE WORK

The Contractor shall perform all the Work required by the Contract Documents for
(Here insert the caption descriptive of the Work as used on other Contract Documents.)

The construction of athletic facilities, roadways, parking lots entitled
Grove Road Park, Cromwell, Connecticut.

ARTICLE 2
TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced on or before December 15, 1977

and completed substantial completion no later than June 30, 1978.

ARTICLE 3
CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the General Conditions, in current funds, the Contract Sum of
(State here the lump sum amount, unit prices, or both, as desired.)

Two Hundred Seventy Four Thousand, Two Hundred Forty Five Dollars (\$274,245.00)
including alternate No. 1 (Lighting for the softball field).

ARTICLE 4
PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as follows:

In accordance with item No. 10 Supplementary General Conditions Page 4

ARTICLE 5
FINAL PAYMENT

The Owner shall make final payment 60 days after completion of the Work, provided the Contract be then fully performed, subject to the provisions of Article 16 of the General Conditions.

ARTICLE 6
ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents are as noted in Paragraph 7.1 of the General Conditions and are enumerated as follows:
(List below the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda and accepted Alternates, showing page or sheet numbers in all cases and dates where applicable.)

Standard form of agreement between Owner and Contractor (AIA Form A-107) dated December 9, 1977

Specifications entitled - Grove Road Park, Cromwell, Connecticut dated November 16, 1977

Drawings - Drawing No. 1 dated November 18, 1977
Drawing No. 2 dated November 18, 1977
Drawing No. 3 dated November 18, 1977
Drawing No. A-1 dated November 18, 1977
Drawing No. M-1 dated November 18, 1977
Drawing No. M-2 dated November 18, 1977
Drawing No. M-3 dated November 18, 1977

Addendum No. 1 dated November 28, 1977

Proposal from Robison, Inc. dated December 5, 1977

GENERAL CONDITIONS

ARTICLE 7 CONTRACT DOCUMENTS

7.1 The Contract Documents consist of this Agreement (which includes the General Conditions), Supplementary and other Conditions, the Drawings, the Specifications, all Addenda issued prior to the execution of this Agreement, all modifications, Change Orders, and written interpretations of the Contract Documents issued by the Architect. These form the Contract and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items as provided in Paragraph 10.2 necessary for the proper execution and completion of the Work and the terms and conditions of payment therefor, and also to include all Work which may be reasonably inferable from the Contract Documents as being necessary to produce the intended results.

7.2 The Contract Documents shall be signed in not less than triplicate by the Owner and the Contractor. If either the Owner or the Contractor do not sign the Drawings, Specifications, or any of the other Contract Documents, the Architect shall identify them. By executing the Contract, the Contractor represents that he has visited the site and familiarized himself with the local conditions under which the Work is to be performed.

7.3 The term Work as used in the Contract Documents includes all labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

ARTICLE 8 ARCHITECT

8.1 The Architect will provide general administration of the Contract and will be the Owner's representative during construction and until issuance of the final Certificate for Payment.

8.2 The Architect shall at all times have access to the Work wherever it is in preparation and progress.

8.3 The Architect will make periodic visits to the site to familiarize himself generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of his on-site observations as an architect, he will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor. The Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, and he will not be responsible for the Contractor's

failure to carry out the Work in accordance with the Contract Documents.

8.4 Based on such observations and the Contractor's Applications for Payment, the Architect will determine the amounts owing to the Contractor and will issue Certificates for Payment in accordance with Article 16.

8.5 The Architect will be, in the first instance, the interpreter of the requirements of the Contract Documents. He will make decisions on all claims and disputes between the Owner and the Contractor. All his decisions are subject to arbitration.

8.6 The Architect will have authority to reject Work which does not conform to the Contract Documents.

ARTICLE 9 OWNER

9.1 The Owner shall furnish all surveys.

9.2 The Owner shall secure and pay for easements for permanent structures or permanent changes in existing facilities.

9.3 The Owner shall issue all instructions to the Contractor through the Architect.

ARTICLE 10 CONTRACTOR

10.1 The Contractor shall supervise and direct the work, using his best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

10.2 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

10.3 The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him.

10.4 The Contractor warrants to the Owner and the Architect that all materials and equipment incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective.

10.5 The Contractor shall pay all sales, consumer, use and other similar taxes required by law and shall secure all permits, fees and licenses necessary for the execution of the Work.

10.6 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of

the Work, and shall notify the Architect if the Drawings and Specifications are at variance therewith.

10.7 The Contractor shall be responsible for the acts and omissions of all his employees and all Subcontractors, their agents and employees and all other persons performing any of the Work under a contract with the Contractor.

10.8 The Contractor shall review, stamp with his approval and submit all samples and shop drawings as directed for approval of the Architect for conformance with the design concept and with the information given in the Contract Documents. The Work shall be in accordance with approved samples and shop drawings.

10.9 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. At the completion of the Work he shall remove all his waste materials and rubbish from and about the Project as well as his tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and shall leave the Work "broom clean" or its equivalent, except as otherwise specified.

10.10 The Contractor shall indemnify and hold harmless the Owner and the Architect and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In any and all claims against the Owner or the Architect or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 10.10 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts. The obligations of the Contractor under this Paragraph 10.10 shall not extend to the liability of the Architect, his agents or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Architect, his agents or employees provided such giving or failure to give is the primary cause of the injury or damage.

ARTICLE 11 SUBCONTRACTS

11.1 A Subcontractor is a person who has a direct contract with the Contractor to perform any of the Work at the site.

11.2 Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor, as soon as practicable after the award of the Contract, shall furnish to the Architect in writing a list of the names of Subcontractors proposed for the principal portions of the Work. The Contractor shall not employ any Subcontractor to whom the Architect or the Owner may have a reasonable objection. The Contractor shall not be required to employ any Subcontractor to whom he has a reasonable objection. Contracts between the Contractor and the Subcontractor shall be in accordance with the terms of this Agreement and shall include the General Conditions of this Agreement insofar as applicable.

ARTICLE 12 SEPARATE CONTRACTS

12.1 The Owner reserves the right to award other contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract.

12.2 The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his Work with theirs.

12.3 Any costs caused by defective or ill-timed work shall be borne by the party responsible therefor.

ARTICLE 13 ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

ARTICLE 14 ARBITRATION

All claims or disputes arising out of this Contract or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. Notice of the demand for arbitration shall be filed in writing with the other party to the Contract and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen.

ARTICLE 15 TIME

15.1 All time limits stated in the Contract Documents are of the essence of the Contract.

15.2 If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, causes beyond the Contractor's control, or by any cause which the Architect may determine justifies the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

ARTICLE 16

PAYMENTS

16.1 Payments shall be made as provided in Article 4 of this Agreement.

16.2 Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials, or equipment, (4) damage to another contractor, or (5) unsatisfactory prosecution of the Work by the Contractor.

16.3 Final payment shall not be due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner indemnifying him against any lien.

16.4 The making of final payment shall constitute a waiver of all claims by the Owner except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of the Work to comply with the requirements of the Contract Documents, or (4) terms of any special guarantees required by the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

ARTICLE 17

PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. He shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to (1) all employees on the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. He shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor, except damage or loss attributable to faulty Drawings or Specifications or to the acts or omissions of the Owner or Architect or anyone employed by either of them or for whose acts either of them may be liable but which are not attributable to the fault or negligence of the Contractor.

ARTICLE 18

CONTRACTOR'S LIABILITY INSURANCE

The Contractor and each separate Contractor shall purchase and maintain such insurance as will protect him from claims under workmen's compensation acts and

other employee benefit acts, from claims for damages because of bodily injury, including death, and from claims for damages to property which may arise out of or result from the Contractor's operations under this Contract, whether such operations be by himself or by any Subcontractor or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than any limits of liability specified as part of this Contract, or required by law, whichever is the greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under Paragraph 10.10. Certificates of such insurance shall be filed with the Owner and each separate Contractor.

ARTICLE 19

OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may maintain such insurance as will protect him against claims which may arise from operations under the Contract.

ARTICLE 20

PROPERTY INSURANCE

20.1 Unless otherwise provided, the Owner shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of Fire, Extended Coverage, Vandalism and Malicious Mischief.

20.2 Any insured loss is to be adjusted with the Owner and made payable to the Owner as trustee for the insureds, as their interests may appear, subject to the requirements of any mortgage clause.

20.3 The Owner shall file a copy of all policies with the Contractor prior to the commencement of the Work.

20.4 The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this paragraph. The Contractor shall require similar waivers by Subcontractors and Sub-subcontractors.

ARTICLE 21

CHANGES IN THE WORK

21.1 The Owner without invalidating the Contract may order Changes in the Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner or the Architect as his duly authorized agent.

21.2 The Contract Sum and the Contract Time may be changed only by Change Order.

21.3 The cost or credit to the Owner from a Change in the Work shall be determined by mutual agreement.

ARTICLE 22
CORRECTION OF WORK

The Contractor shall correct any Work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the Date of Substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this Article 22 apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

ARTICLE 23
TERMINATION BY THE CONTRACTOR

If the Architect fails to issue a Certificate of Payment for a period of thirty days through no fault of the Contractor, or if the Owner fails to make payment thereon for a period of thirty days, the Contractor may, upon seven days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner

payment for all Work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages.

ARTICLE 24
TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven days' written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at his option, may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever method he may deem expedient, and if the unpaid balance of the Contract Sum exceeds the expense of finishing the Work, such excess shall be paid to the Contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

ARTICLE 25
MISCELLANEOUS PROVISIONS

This Agreement executed the day and year first written above.

OWNER Town of Cromwell

CONTRACTOR Robison, Inc.

By Paul R. Harrington

By W. E. Robison

Title First Selectman

Title President

SUBMIT IN DUPLICATE

PROPOSAL FORM

Grove Road Park
Cromwell, Connecticut
EDA/LPW Project No. 01-51-20234

CONTRACTOR SUBMITTING PROPOSAL

Robison Inc.

Mr. Albert Barreiau, Chairman
Park and Recreation Commission
Cromwell, Connecticut

Dear Mr. Barreiau:

We have carefully examined the drawings and specifications and all addenda issued by the Architect. We have visited the site noting all conditions affecting the work.

We propose to furnish all labor, materials, equipment and appliances required to complete all work shown or specified in the documents entitled GROVE ROAD PARK, Cromwell, Connecticut, as prepared by Jeter, Cook + Jepson Architects, P.C. of Hartford, Connecticut for the sum of:

Two Hundred Sixty Four Thousand Four Hundred Forty Five (\$264,445.00)

We acknowledge receipt of (if any) Addenda No. 1 dated November 28, 1977
Addenda No. 2 dated _____

We agree to commence work no later than December 15, 1977 and to complete the work by June 30, 1978.

Upon receipt of written notice of acceptance of this proposal, we agree to execute the formal contract in the prescribed Form of Agreement (AIA Document A101) within ten calendar days of the receipt of the agreement for signature. At the time of execution, we will also deliver the Performance Bond and Labor and Materials Payment Bond (AIA Document 311) in the full amount of the contract.

ALTERNATE ADD: LIGHTING \$9,800.00
BRICK ALLOWANCE: \$120.00/M
Hdwr. ALLOWANCE: 1000.00/

We hereby acknowledge the project requirement for participation by Minority Business Enterprises on this project. Our MBE commitment for this project shall be as follows:

Name of Minority Business
Enterprise Contractor

Description of Work
to be Performed

1. K.A. Thompson Elec.
Windsor, Conn.

ELECTRICAL

2. _____

3. _____

The total aggregate amount to be expended for Minority Business Enterprise participation of this project, expressed in a percentage of \$332,000 is: 10% percent.

The bid security attached, in the sum of \$ 5% of Amount Bid is to become the property of the Owner in the event the contract and bonds are not executed within the time set forth above as liquidated damages for the delay and additional expense to the Owner caused thereby.

We understand the Owner reserves the right to reject any and all bids and to waive any informalities in the bidding, and further agree that this proposal shall not be withdrawn for a period of 30 days after the scheduled closing time for receiving proposals.

CONTRACTOR: Robison Inc.

BY: Neal Robison Pres.

TITLE: President

ADDRESS: 62 Church St.

Yaleville, Conn 06492

(Zip Code)

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

Robison, Inc.

as Principal, and

Hartford Accident and Indemnity Company

as Surety, are hereby

held and firmly bound unto Town of Cromwell

as owner

in the penal sum of Five Percent of Amount Bid

for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this 5th day of December, 1977.

The Condition of the above obligation is such that whereas the Principal has submitted to

Town of Cromwell

a certain Bid,

attached hereto and hereby made a part hereof to enter into a contract in writing, for the

Construction of Grove Road Park

EDA LPW 01-51-20234

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

(More)

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Robison, Inc.

By: Neil E. Quinn

(L.S.)

Principal

Hartford Accident and Indemnity Company

Surety

By: Thomas F. Reynolds

Thomas F. Reynolds, Attorney-in-Fact

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

jeter
+ cook
jepson

architects, p.c.

sherwood f. jeter jr. aia
s. edward jeter aia
david g. jepson aia

CONTRACTOR'S COPY

September 25, 1978

Mr. Frank Golden
4 Carriage Drive
Cromwell, CT 06416

Re: Grove Road Park
Cromwell, CT

Dear Frank:

Effective this date, we release the athletic facilities, roadways, parking lots, and building to the Town of Cromwell as they are substantially complete and ready for use.

It is understood that this acceptance does not relieve the General Contractor or Subcontractors of any guarantee or applicable conditions outlined in the Contract. It is further understood that your acceptance shall not be deemed acceptance of incomplete "Punch List" items (copy of Punch List attached).

Accordingly, we request this date be established as the start of the guarantee period. Please indicate your acceptance of the foregoing by signing and returning a duplicate of this letter.

Very truly yours,

JETER, COOK & JEPSON ARCHITECTS, P.C.

C. Peter Greenlee

C. Peter Greenlee

CPG:jnm
Attachments

ACCEPTED

Paul B. Harrington
Town of Cromwell

ACCEPTED

Neal E. Robinson
Robinson Inc.

philip a pineo aia
director/project
management

c peter greenlee
director/contract
administration

john r labelle
director/business
development

ray doernberg
director/interior
architecture

799 main street

hartford

connecticut

06103

(203) 246-5488

**CERTIFICATE OF
SUBSTANTIAL
COMPLETION**

AIA DOCUMENT G704

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

☐
☐
☐
☐
☐

CONTRACTOR'S COPY

PROJECT: Grove Road Park, Cromwell, CT
(name, address)

ARCHITECT: Jeter, Cook & Jepson Architects, P.C.

ARCHITECT'S PROJECT NUMBER: 7615B

TO (Owner)

☐

Town of Cromwell
Cromwell, CT

☐

CONTRACTOR: Robison Inc.
CONTRACT FOR: Construction of Athletic
Facilities

☐

☐

CONTRACT DATE: December 9, 1977

DATE OF ISSUANCE: December 9, 1977

PROJECT OR DESIGNATED AREA SHALL INCLUDE: The construction of athletic fields
within contract limit lines.

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion is hereby established as September 25, 1978
which is also the date of commencement of all warranties and guarantees required by the Contract Documents.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner may occupy the Work or designated portion thereof for the use for which it is intended.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Architect, is appended hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Jeter, Cook & Jepson Architects, P.C.
ARCHITECT

C. Peter Lencula
BY

9/25/78
DATE

The Contractor will complete or correct the Work on the list of items appended hereto within thirty days
from the above Date of Substantial Completion.

Robison Inc.
CONTRACTOR

Mark E. Robison
BY

9/28/78
DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof
at (time) on (date).

Town of Cromwell
OWNER

Paul R. Harrington
BY

10-12-78
DATE

The responsibilities of the Owner and the Contractor for maintenance, heat, utilities and insurance shall be as follows:
(NOTE—Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage)

The cost of utilities to be assumed by the Owner. The operations and insurance
to be the responsibility of the Owner.

Punch List

1. Area west of 30 car parking lot not graded or seeded. (Town to move topsoil pile.
 2. The most northerly wood play equipment has large splinter.
 3. Install missing wood plugs in wood play equipment.
 4. Replace two red oaks.
 5. Replace dead tallhedge buckthorn.
 6. Remove project sign.
 7. Install wall stop holders at toilet room doors.
 8. Several areas need re-seeding.
-

2035

DEDICATION AGREEMENT
CONNECTICUT OPEN SPACE PROJECT #59
MUNICIPALITY OF CROMWELL

GROVE ROAD PARK

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TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETING:

KNOW YE THAT the Town of Cromwell, a municipal corporation, specially chartered under the laws of the State of Connecticut and located within County of Middlesex in said State, has developed certain land within and owned by Town of Cromwell said Municipality, which land is more fully described as follows:

All that certain piece or parcel of land, together with any buildings and other improvements thereon, situated in the Town of Cromwell, County of Middlesex and State of Connecticut, and being shown and designated on a map entitled "PROPERTY OF THE TOWN OF CROMWELL (NORTH OF HIGH SCHOOL) CROMWELL, CONN. SCALE -1 in. = 100 ft. MAY 18, 1963, SELLEW & GITCHELL LAND SURVEYORS CROMWELL, CONN.", which map is on file in the Cromwell Town Clerk's Office as Map J-38, to which map reference is hereby made and may be had for a more particular description of said premises, bounded and described as follows:

NORTHERLY:	by land now or formerly of Gardner Nurseries, Inc., 1,367.24 feet, in all, as shown on said map;
EASTERLY:	by land now or formerly of said Gardner Nurseries, Inc., 982.85 feet, in all, as shown on said map;
SOUTHERLY:	by land now or formerly of Anna Libera, 194.26 feet, as shown on said map;
EASTERLY AGAIN:	by land now or formerly of said Anna Libera and by land now or formerly of John J. and Astrid M. Bundy, in part by each, 479.14 feet, in all, as shown on said map;
SOUTHERLY AGAIN:	by land of the Town of Cromwell, 1093.63 feet, as shown on said map;
WESTERLY:	by land now or formerly of the Leghorn Nursery Co., 1462.39 feet, as shown on said map.

Being the same premises conveyed by Helen E. Bernson also known as Helen Sage Bernson, and Ethel B. Schwadron also known as Ethel Sage Schwadron, to Town of Cromwell, by Warranty Deed dated February 5, 1963 and recorded in the Cromwell Land Records, Volume 71, Page 144.

WHEREAS, the Municipality intends to use said land for recreational conservation purposes as defined in Sections 7-131c through 7-131k of the Connecticut General Statutes, as amended.

WHEREAS, the Municipality has received grant-in-aid for the development of said land for conservation, recreation and open space purposes,

NOW, THEREFORE, in consideration for the grant-in-aid, the Municipality covenants and agrees with the State of Connecticut that said land shall not be

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conveyed or converted to any use other than recreation or conservation purposes (as defined in said Sections 7-131c through 7-131k, as amended), except with the approval by the Commissioner of the Department of Environmental Protection as provided in Sections 7-131c through 7-131k of the Connecticut General Statutes, as amended.

That the Municipality will erect a plaque or sign permanent in nature on the subject property which acknowledges Land and Water Conservation Fund Project Assistance.

It is agreed and understood that the Municipality shall not charge a fee to nonresidents that exceeds twice that charged to residents. Where there is no charge for residents but a fee is charged to nonresidents, nonresidents' fees cannot exceed fees charged for residents at comparable State or local facilities. Reservation, membership or annual permit systems available to residents must also be available to nonresidents and the period of availability must be the same for both residents and nonresidents.

The Municipality agrees to comply with Connecticut General Statutes Section 4a-60, nondiscrimination and affirmative action provisions, attached as Schedule A which is hereby incorporated as a part of this contract.

Said covenants and agreements shall run with the land in favor of the State of Connecticut and shall be binding upon the Municipality and its successors and assigns.

IN WITNESS WHEREOF, the Town of Cromwell has caused these presents to be executed and its seal to be hereunto affixed by Mary B. Amenta, First Selectman hereunto duly authorized this 24th day of June, 1999.

Signed, Sealed and Delivered
in the presence of:

(AFFIX TOWN SEAL)

TOWN OF CROMWELL

Angela A. Inverti
ANGELA A. INVERTI

Laura DeFelice
LAURA DEFELICE

By *Mary B. Amenta*
Mary B. Amenta
First Selectman
Duly Authorized

STATE OF CONNECTICUT:)
COUNTY OF: MIDDLESEX)

ss: CROMWELL VOL 464 PAGE 184

The foregoing instrument was acknowledged before me this 24th day of JUNE, 1990, by Mary B. Amenta, First Selectman of the Town of Cromwell. 1991

Darlene A. DiProto
NOTARY PUBLIC
My Commission Expires: 3/31/93
DARLENE A. DIPROTO
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1993

SCHEDULE A

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(a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. § 32-9a; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of this section, "Commission" means the Commission on Human Rights and Opportunities.

For purposes of this section, "public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b) (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. §§ 46a-56, as amended by Section 3 of Public Act 89-253, 46a-68e and 46a-68f; (5) the contractor agrees to provide the commission on human rights and opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(e) The contractor shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56, as amended by Section 3 of Public Act 89-253; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(f) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Eff. 7/1/89

Received for Record June 24, 1991

at 2:10 P. M. Attest

Bernard W. Weller

Town Clerk.

#2035

Town of Cromwell POCD

Creating a vision for Cromwell's future.

The Town of Cromwell Planning and Zoning Commission has begun the process of updating the Plan of Conservation and Development (POCD). What is a POCD? A Plan of Conservation and Development is an expression of goals for the Town's future evolution and a series of actions to achieve those goals.

- A FRAMEWORK for the Town's growth management strategy
- GUIDANCE for how the Town will prioritize development & conservation opportunities
- PREDICTABILITY for Town decision making

In Connecticut, POCD's are required for municipalities, and must be updated every 10 years. The Town of Cromwell last updated its Comprehensive Plan in 2007/12. The consultant, SLR Consulting, is assisting the Town with the POCD update process and will be working to engage the public in the steps towards creating the Town's desired Vision for the next 10-years. A Plan of Conservation and Development (or POCD) is a comprehensive plan for a community's future evolution. Developing a POCD provides a unique opportunity for a community to reflect on its collective vision for its future built, economic, natural and social environments. From that vision, a community then creates goals and objectives to guide policy decisions for the next decade. POCDs typically address housing, economic development and transportation, as well as sustainability, historic and natural resources protection, and infrastructure, among other issues.

Planning Process

The planning process kicked off in Fall 2022 and is expected to take about eight months to develop a draft plan update. Input will be collected through Town Departments, through appropriate boards and commissions, and through a series of community engagement opportunities for residents and stakeholders that include a community survey, public workshops, and this Story

All content will be collected in stages and compiled to create and develop a set of visions and strategies for Cromwell that will be used to draft the POCD update. As information is collected, it will be posted on this site, so check back often!

Get Involved

The Town encourages residents and business owners to get involved in planning for our future. You can participate by taking our community survey, attending a public workshop, and following along in the process with updates posted here: <https://www.surveymonkey.com/r/CromwellPOCD>

Please take 10-15 minutes to complete the POCD Community Survey. Then, forward the link to your friends and neighbors and encourage them to take it too!

Paper copies of the survey are available from the Planning and Development Department. Please contact us at the number below and we will be happy to provide it to you in person or mail you a copy.

If you have any questions about the process, feedback or thoughts, please email Stuart Popper the Director of Planning & Development at spopper@cromwellct.com or call him at 860-632-3422.

Public Workshops, Future community workshops, neighborhood meetings and other project events are listed at: <https://storymaps.arcgis.com/stories/6531575a78d6400c853efeab56966fc8>