

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

**SPECIAL MEETING AGENDA
Thursday, August 4, 2022 at 5:00 p.m.**

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. FINANCIAL

1. Tax Refunds

D. NEW BUSINESS

1. Review Draft RFP for Climate Culture Study/Survey/Investigation
2. Discuss and Create a Charge for the Football Field Committee

E. APPROVAL OF MINUTES

1. June 8, 2022 Regular Meeting Minutes
2. June 14, 2022 Special Meeting Minutes
3. June 22, 2022 Special Meeting Minutes
4. July 19, 2022 Special Meeting Minutes

F. RESIGNATIONS

1. LGBTQ Committee, Sarah Backe
2. LGBTQ Committee, Lana Dupont
3. Senior Services Commission, Luella Landis

G. APPOINTMENTS AND REAPPOINTMENTS

1. Appointments:

- a. Football Field Committee, Dan Brisson (R), regular member
- b. Football Field Committee, Rino Ferrarese (D), regular member
- c. Football Field Committee, Kelly Franklin (R), regular member
- d. Football Field Committee, Robert Andrew Guyon, Jr. (R), regular member
- e. Football Field Committee, Jason LeBlanc (R), regular member
- f. Football Field Committee, Kelly Maher (U), regular member
- g. Football Field Committee, Matthew Zabroski (R), regular member

2. Reappointments:

- a. Senior Services Commission, Steven Falco (R), regular member for a term expiring 7/2024

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- b. Senior Services Commission, Pat Snow (D), regular member for a term
expiring 7/2024
- c. Zoning Board of Appeals, Steven Wygonowski (R), alternate member for a
term expiring 11/2023

H. INFORMATIONAL ITEMS

- 1. CIRMA Members' Equity Distribution Check
- 2. Osprey Nest at Pierson Park

I. ADJOURN

[illegible]

REQUEST FOR PROPOSALS

**TOWN OF CROMWELL
ORGANIZATIONAL CULTURE
ASSESSMENT**

July ____, 2022

REQUEST FOR PROPOSALS (RFP)

Procurement Contact:
Email Address:
Telephone Number:

Proposals must be received no later than:

July ____, 2022, before 2:00 p.m. local time

Proposals received after this date and time will not be considered for award.

Email your RFP Response to _____. Submit your RFP response to this email only. Emails sent to other Town emails may be considered as non-responsive and may not be reviewed.

Proposals shall be submitted in a single Microsoft Word or PDF file under 20MB.

The RFP number and Project name must be noted in the subject line, otherwise the proposal may be considered as non-responsive to the RFP.

Electronic submittals will be held, un-opened, until the time and date noted in the RFP documents or posted addenda.

I. GENERAL INFORMATION

The Town of Cromwell, Connecticut (Town) is seeking professional services to complete an organizational cultural assessment and investigation of Town administration and employee satisfaction.

The Town has a Town Council/Town Manager form of governance and has 116 employees +/- spanning a number of departments: Town Manager's Office, Town Clerk, Police, Tax, Recreation, Planning and Development, Human Resources, Human Services, Public Health, Finance, Assessor, Senior Services, Library, and Public Works.

Following a period of stability in tenure, the Town recently experienced a resignation that raised concerns by some employees and the Town Council as to the culture of the Town's work environment and administration.

The Town seeks proposals for services to be completed in two phases that reflect the most current best practices in the field of organizational cultural assessment. The final work product should include but is not limited to:

- an analysis of the work environment (including social and other),
- an analysis of the Town's current function as and ability to be a high performing organization,
- an analysis of Town and department policies and practices that contribute to the culture, and
- the norms, values or other factors that may drive behavior and performance in the organization.
- recommendations based on best practices to maximize the health of the organization's culture and its alignment to maximize outcomes.

The overarching purpose of this assessment is to assure that the Town's culture, environment, policies, practices, values, norms, and performance are aligned with its mission to be an employer of choice and an organization achieving community excellence. Proposals should reflect the Vendor's abilities and understanding of the best practices as they exist now in the field.

II. SCOPE OF SERVICES

A. Objective:

Phase I – Organizational Cultural Assessment:

The Town is seeking services for a period not to exceed 12 weeks, and is eager to receive proposals that reflect the Town's standing relative to current best practices in the field of organizational cultural assessment. The final work product should include but is not limited to:

- an analysis of the work environment (including social and other),
- an analysis of the Town's current function as and ability to be a high performing organization,
- an analysis of Town and department policies and practices that contribute to the culture, and
- the norms, values or other factors that may drive behavior and performance in the organization, and
- recommendations based on best practices to maximize the health of the organization's culture and its alignment to maximize outcomes.

The overarching purpose of this assessment is to assure that the Town's culture, environment, policies, practices, values, norms, and performance are aligned with its mission to be an employer of choice and an organization achieving community excellence. Proposals should reflect the Vendor's abilities and understandings of the best practices as they exist now in the field.

PHASE II – Organizational Structure and Implementation Assistance

While the scope, timeline and cost of Phase II will be jointly agreed upon between the Town and the Vendor, it is the Town's intent that Phase II would utilize the services of the Contractor to prioritize and implement Phase I recommendations and analysis relative to the organization and people dimensions of a high performing organization including leadership, design/structure, people practices, change management and culture and engagement of the organization.

Phase II deliverable would include recommendations and action plans for the organization indicating, but not limited to the following:

Best practices and industry standards relative to:

- i. Employee recruitment, retention and performance management
- ii. Learning and development
- iii. Onboarding programs designed to maximize work satisfaction, performance, organizational culture and outcomes
- iv. Norms and other foundational elements that lead to a resilient culture that embraces and positively leverages change management principles and practices

B. Requirements

The Town is seeking vendors who will provide a report on the organizational culture that will illuminate the current social understanding among the Town staff of the Town's mission, core values, cohesion, and attitudes regarding engagement amongst departments and staff and external stakeholders. The report should provide recommendations for strengthening the organizational culture thereby enabling it to be a high performance organization that is an employer of choice and positively contributing to a Town achieving community excellence.

The Vendor should endeavor to engage in this project in the following ways:

Defining the Objective

The vendor should as a first step meet with the Town's executive leadership to gain an understanding of the recent history of the organization, its mission and values, its competency and capability to be a high performing organization, the policies and procedures contributing to or detracting from those objectives, and a discussion of the policies, procedures, practices, goals, objectives and culture of the Departments and their contributions to or distractions from the Town organization and its goals.

Stakeholder Engagement

The Vendor should endeavor to achieve not just a quantitative understanding of the organization's culture, but a qualitative one as well. This means that interviews should be conducted with stakeholders including departmental staff, managers, leaders and employees at all levels across the organization.

Surveys and Assessments

The Vendor should conduct a variety of assessments to anatomize the organization's culture.

Final Report

The final work product will be a report prepared for the Town Council that details the findings of the cultural assessment and provides recommendations for meeting the objectives defined at the beginning of the assessment process. The comprehensive final report shall contain the project's methodology, an executive summary, findings,

recommendations, key issues and opportunities, strategies for effective short and long term as well as phased implementation of recommendations including estimated costs and timelines. The report shall be a traditional report and not a PowerPoint type report. While a PowerPoint presentation can accompany the final report, it cannot serve as the final report.

C. Project Status Meetings

Personnel from the Vendor and Town will, as scheduled at a mutually agreed upon frequency, meet to discuss the scope of this project and the progress made by the Vendor in the performance of their obligations hereunder. When ad hoc meetings need to occur, Vendor and the Town will make every effort to accommodate same.

D. Deliverables

As a result of the above scope of services and the agreement between the selected Vendor and the Town, the selected Vendor shall be expected to present the following:

- i. Project Plan outlining the project completion of deliverables.
- ii. A written report that outlines findings and recommendations related to the work undertaken. The report shall be a traditional report and not formatted as a PowerPoint presentation.
- iii. Findings and recommendations should include best practices, techniques and methods that are consistent with best practices in building and maintaining healthy organizational cultures and a detailed comparison of current practices contrasted against preferred practices.
- iv. A timeline and the actions necessary to implement recommendations. Such a plan will consider and address impediments to implementing the recommendations, measures to address such obstacles, and alternative recommendations in case such impediments cannot be overcome.
- v. Presentations to the Town administration, the Town Executive Team, Town staff and the Town Council as requested.

E. Performance Levels/Contractor Expectations

To gain a robust understanding of the organizational culture, the selected Vendor shall meet with and interview select staff at all levels of the organization. Vendors should provide an estimate of the number of meetings needed with Town staff based on prior studies that were similar in size and scope. If the selected Vendor deems additional meetings with staff is in the best interest of the project, the Vendor must receive authorization from the Town prior to scheduling these meetings.

Prior to submitting the final report, the selected Vendor shall prepare a summary of its conclusions and discuss that summary with the Town Manager's Office. A draft report shall be created and submitted to the Town Manager's Office – potentially through the Town Attorney's Office - for review and the opportunity to provide feedback and further direction.

F. Monitoring

The Town Manager's Office will monitor performance levels based on progress reviews and milestone reports, as specified in the project plan created by the Vendor.

III. REQUIRED PROPOSAL SUBMISSION

In keeping with the objective, the requirements, and the Vendor's tasks as previously indicated in this Request for Proposals, the vendors submitting proposals shall outline in detail the manner in which the Vendor shall work with the Town to fulfill its needs.

Vendors should organize Proposals into the following Sections. Proposals submitted in response to this RFP shall not exceed 25 pages in length.

A. Professional Qualifications – 20 points

- a. State the full name and address of your organization and, if applicable, the branch office or other subsidiary element that will perform, or assist in performing, the work hereunder. Indicate whether it operated as an individual, partnership, or corporation.
- b. Include the name of executive and professional personnel by skills and qualification that will be employed in the work. Show where these personnel will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the project. Identify only individuals who will do the work on this project by name and title. Resumes and qualifications are required for all proposed project personnel, including all subcontractors. Qualifications and capabilities of any subcontractors must also be included.
- c. State history of the Vendor, in terms of length of existence, types of services provided, etc. Identify the technical details that make the Vendor uniquely qualified for this work.

B. Past involvement with Similar Projects – 30 points

The written proposal must include a list of specific experience in the project area and indicate proven ability in implementing similar projects for the Vendor and the individuals to be involved in the project. A complete list of client references must be provided for similar projects recently completed. The list shall reflect the format outlined in the template provided in Section VI herein.

C. Proposed Methodology and Work Plan – 30 points

Provide a detailed and comprehensive description of how the Vendor intends to provide the services requested in this RFP. This description shall include, but not be limited to: the methodology, how the project will be managed and scheduled, how and when data and materials will be delivered to the Town, communication and coordination, the working relationship between the Vendor and Town, and the Vendor's general philosophy in regards to providing the requested services including a draft timeline.

Vendors shall be evaluated on the clarity, thoroughness, and content of their responses to the above items.

D. Fee Not to Exceed Proposal/ Value – 20 points

Vendor's proposal shall be a fixed fee not to exceed which is itemized for completing the analysis. Please also include an estimate of reimbursable expenses and an hourly rate if additional or supplementary services are available. The Fee Proposal outlined in Attachment A shall be completed and included in the submission.

E. REFERENCES

[Insert the table below into your proposal response. Please list three (3) public sector clients for whom you have completed the scope of services requested over the past five (5) years consistent with the requirements listed in this RFP.]

Customer/client name	
Government (Y/N)	
Customer Organization Size	
Service Start Date/End Date	
Contract Amount	
Reference name	
Title	
Phone number	
Mailing address	
Email Address	
Service Description	

IV. EVALUATION PROCESS

1. A Selection committee will evaluate each proposal by the above-described criteria and point system to select a short-list of Vendors for further consideration. The Town reserves the right to reject any proposal that it determines to be unresponsive and deficient in any of the information requested for evaluation. A proposal with all the requested information does not guarantee the proposing firm to be a candidate for an interview. The committee may contact references to verify material submitted by Vendors.
2. The committee will schedule interviews with the selected firms if deemed necessary. The selected firms will be given the opportunity to discuss in more detail their qualifications, past experience, proposed work plan and fee proposal.
3. The interview must include the project team members expected to complete a majority of work on the project, but no more than six members total. The interview shall consist of a presentation by the Vendor, including the person who will be the project manager on this contract, followed by a period of questions and answers. Audiovisual aids may be used during the interviews. The committee may record the interviews.
4. The Vendors interviewed will then be re-evaluated by the above criteria and

adjustments to scoring will be made as appropriate. After evaluation of the proposals, further negotiation with the selected Vendor may be pursued leading to the award of a contract if suitable proposals are received.

The Town reserves the right to waive the interview process and evaluate the Vendors based on their proposals and fee proposals alone.

The Town will determine whether the final scope of the project to be negotiated will be entirely as described in this RFP, a portion of the scope, or a revised scope.

Work to be done under this contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents.

Any proposal that does not conform fully to these instructions may be rejected.

ADMINISTRATIVE INFORMATION AND REQUIREMENTS

A. RFP OFFICIAL CONTACT

Upon release of this RFP, all Vendor communications should be directed to the RFP Coordinator listed below. Unauthorized contact regarding this RFP with other Town employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the Town. Vendors should rely only on written statements issued by the RFP Coordinator.

Name: Bonnie Price, HR Coordinator
Address: 41 West Street, Cromwell, CT 06416
Telephone: 860-632-3411
E-mail: bprice@cromwellct.com

B. PROCUREMENT SCHEDULE

The procurement schedule for this project is as follows. The Town reserves the right to adjust the schedule as necessary.

RFP Release date
Vendor Questions
Answers to RFP Questions Released
Proposal Responses Due
Vendor Interviews (if needed)
Vendor Selected
Work Begins
Final Acceptance of Phase I Work Product
Anticipated Phase II Initiation

C. QUESTIONS REGARDING THE RFP

Vendors who request clarification of the RFP's requirements may submit written questions to the RFP Coordinator by 4 p.m. on July ____, 2022. An email attachment sent to Bprice@cromwellct.com is preferred. All questions and answers will be posted as an addendum by July ____, 2022.

V. APPENDICES

RFP AMENDMENTS

The Town reserves the right to change the schedule or issue amendments to the RFP at any time. The Town also reserves the right to cancel or reissue the RFP.

VENDOR'S COST TO DEVELOP PROPOSAL

Costs for developing proposals in response to the RFP are entirely the obligation of the Vendor and shall not be chargeable in any manner to the Town. This includes travel to and from the Town of Cromwell for the purposes of participating in interviews as part of the selection process.

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

REJECTION OF PROPOSALS – WAIVER OF INFORMALITIES OR IRREGULARITIES

The Town reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the Town.

PROPOSAL VALIDITY PERIOD

Submission of the proposal will signify the Vendor's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline and will become part of the contract that is negotiated between the Town and the successful Vendor.

PUBLIC INFORMATION

Proposal may be released in total as public information in accordance with the requirements of the laws covering same. Any proprietary information must be clearly marked.

CONTRACT AWARD AND EXECUTION

The Town reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the Vendors can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the Town.

The general conditions and specifications of the RFP and as proposed by the Town and

the successful Vendor's response, as amended by agreements between the Town and the Vendor, will become part of the contract documents. Additionally, the Town will verify Vendor representations that appear in the proposal. Failure of the Vendor's products to meet the mandatory specifications may result in elimination of the Vendor from competition or in contract cancellation or termination.

The Vendor selected as the apparently successful Vendor will be expected to enter into a contract with the Town. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

Appendix A: Fee Not To Exceed Proposal

Please include detail regarding scope and cost of services, deliverables and timeframe for completion of the required services.

FIRM/ VENDOR NAME	
ADDRESS	
TELEPHONE	
AUTHORIZED REPRESENTATIVE	

1. Define your proposal in a straightforward and economical manner, providing a concise description of your Vendor's capabilities to satisfy the requirements of this RFP.
2. Please be sure to include all Proposal Content elements as defined in Section III.

PHASE I TOTAL Fee Per Recruitment NOT TO EXCEED	
PHASE II TOTAL Fee Per Recruitment NOT TO EXCEED	

SAMPLE CONTRACT
CONTRACT FOR CONSULTING/PROFESSIONAL
SERVICES BID TITLE AND NUMBER

This Contract is made as of _____, by and between the Town of Cromwell, Greeley, Connecticut, hereinafter referred to as the TOWN, and **Vendor Name** authorized to do business in the State of Connecticut, hereinafter referred to as the CONSULTANT, whose address is **Vendor Address**.

In consideration of the mutual promises contained herein, the TOWN and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of **Summary of Services Providing**.

More specifically, the scope of services is attached. The services of the CONSULTANT shall be under the direction of the Project Manager who has been designated by the Director of **Name of Department** to act as the TOWN'S representative during the performance of this Contract.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services upon execution of the Contract and complete all services on or before **Completion Date**, in conjunction with the attached schedule.

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. The TOWN shall pay to the CONSULTANT for services satisfactorily performed, based on sum not to exceed **Bid Amount**, which includes all direct charges, indirect charges, and reimbursable expenses stated in the attached document. The CONSULTANT will bill the TOWN on a monthly basis or as otherwise provided for services rendered toward the completion of the Scope of Work. The amounts billed shall represent the sum of billable time (including overhead and profit) for labor hours expended plus any other allowable costs and expenses for services stated in the attached document. The CONSULTANT shall track expenditures and inform the TOWN of any possible cost overrun prior to completing work that would overrun the maximum contract sum. The TOWN may choose to increase the budget for the work using a mutually acceptable contract amendment or it may choose not to increase the budget and terminate the work accordingly.

B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the Project Manager, indicating that services have been

rendered in conformity with the Contract and then will be sent to the Finance Department for payment.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall act as the execution of a truth-in- negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this contract are accurate, complete, and current as of the date of this Contract.

The said rates and costs shall be adjusted to exclude any significant sums should the TOWN determine that the rates and costs were increased due to inaccurate, incomplete, or non- current wage rates or due to inaccurate representations of fees paid to outside consultants. The TOWN shall exercise its rights under this "Certificate" within one (1) year following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon 30 days' prior written notice to the TOWN in the event of substantial failure by the TOWN to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated by the TOWN, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the TOWN'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the TOWN the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the TOWN.
- D. Continue and complete all parts of the work that have not been terminated.

The CONSULTANT shall be paid for services actually rendered to the date of termination.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will, secure at its own expense all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the TOWN.

All of the services required herein under shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in the proposal for the work, must be made known to the TOWN'S representative and written approval granted by the TOWN before said changes or substitutions can become effective.

The CONSULTANT declares that all services shall be performed by skilled and competent personnel to the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

ARTICLE 7 – SUB-CONSULTANT

The TOWN reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultants in order to make a determination as to the capability of the sub-consultant to perform properly under this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in sub-contracting opportunities.

If a sub-consultant fails to perform or make progress, as required by this Contract, and it is necessary to replace sub-consultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new sub-consultant by the TOWN.

ARTICLE 8 - FEDERAL AND STATE TAX

The TOWN is exempt from payment of Connecticut State Sales and Use Taxes. The TOWN will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to their suppliers for materials used to fulfill contractual obligations with the TOWN, nor is the CONSULTANT authorized to use the TOWN'S tax exemption number in securing such materials.

The CONSULTANT shall be responsible for payment of his/her own FICA and Social Security benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract may be cancelled and the TOWN shall reimburse the CONSULTANT for expenses incurred during the contract period.

ARTICLE 10 - INSURANCE

- A. The CONSULTANT shall not commence work under this Agreement until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the TOWN.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Connecticut. The CONSULTANT shall furnish Certificates of Insurance to the TOWN prior to the commencement of operations. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without ten (10) days prior written notice to the TOWN. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.
- C. The CONSULTANT shall maintain, during the life of this Contract, professional liability insurance (errors and omissions) in the amount of \$1,000,000 per occurrence to protect the CONSULTANT of claims for damages for negligent acts, errors or omissions in the performance of professional services under this Contract, whether such acts, errors or omissions be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.
- D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the amounts of \$1,000,000 combined single limit bodily injury and \$50,000 property damage to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations by the CONSULTANT or by any directly or indirectly employed by the CONSULTANT.
- E. The CONSULTANT shall maintain, during the life of this Contract, adequate Workmen's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the TOWN pursuant to this Contract.
- F. All insurance, other than Workmen's Compensation and Professional Liability, is to be maintained by the CONSULTANT shall specifically include the TOWN as an "Additional Insured".

ARTICLE 11 - INDEMNIFICATION

The CONSULTANT shall indemnify and save harmless the TOWN, its agents, servants, and employees from and against any and all claims, liability, demands, losses, and/or expenses resulting from any negligent act or omission of the CONSULTANT, its agents, servants, subcontractors, suppliers or employees in the

performance of services under this Contract. Such duty to indemnify and save harmless the TOWN shall be for an amount represented by the degree or percentage of negligence or fault attributable to the CONSULTANT its agents, servants, subcontractors, suppliers or employees. If the CONSULTANT is providing architectural, engineering, design, or surveying services, the obligation to indemnify and pay costs, expenses, and attorneys' fees, is limited to the amount represented by the degree or percentage of negligence or fault attributable to the CONSULTANT, or the CONSULTANT'S agents, representatives, employees, servants, subcontractors, or suppliers as determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Contractor and the Town. The CONSULTANT's indemnification obligation shall not be construed to extend to any injury, loss, or damage caused by the Town's own negligence.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The TOWN and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the TOWN nor the CONSULTANT shall assign, sublet, convey, or transfer its interest on this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the TOWN which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the TOWN and the CONSULTANT.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Connecticut. Any and all legal action necessary to enforce the Contract will be held in Weld County and the contract will be interpreted according to the laws of Connecticut. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 14 - CONNECTICUT LAW

The Connecticut Law shall prevail as the basis for contractual obligations between the CONSULTANT and the TOWN for any terms and conditions not specifically stated in this Contract.

ARTICLE 15 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Connecticut Statutes and ordinances of the Town of Greeley. The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the TOWN in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective

business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the TOWN as to whether the association, interest or circumstance would, in the opinion of the TOWN, constitute a conflict of interest if entered into by the CONSULTANT. The TOWN agrees to notify the CONSULTANT of its opinion by certified mail within 30 days of receipt of notification by the CONSULTANT. If, in the opinion of the TOWN, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the TOWN shall so state in the notification and the CONSULTANT shall, at his/her option, enter into said association, of interest with respect to services provided to the TOWN by the CONSULTANT under the terms of this Contract.

ARTICLE 16 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONSULTANT'S control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the TOWN'S omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the CONSULTANT'S sub-consultant(s) to perform or make progress, and if such failure arises out of causes reasonably beyond the control of the CONSULTANT and its sub-consultant(s) and is without the fault or negligence of either of them, the CONSULTANT shall not be deemed to be in default.

Upon the CONSULTANT'S request, the TOWN shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the TOWN'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 17 - ARREARS

The CONSULTANT shall not pledge the TOWN'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the TOWN for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the TOWN under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the TOWN or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the TOWN'S prior written consent unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased, under this Contract or at the TOWN'S expense shall be and remain the TOWN'S property and may be reproduced and reused at the discretion of the TOWN. The TOWN shall indemnify and hold CONSULTANT harmless for any claim or liability arising from any use or reuse of the documents for any purpose other than the project and scope of work for which they were prepared.

ARTICLE 19 - INDEPENDENT CONSULTANT RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, as Independent Consultant, and not an employee, agent, or servant of the TOWN. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the TOWN shall be that of an independent CONSULTANT and not as employees or agents of the TOWN.

The CONSULTANT does not have the power or authority to bind the TOWN in any promise, agreement, or representation other than specifically provided for in this agreement.

ARTICLE 20 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company,

corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 21 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract. The TOWN shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the TOWN'S cost, upon five (5) days written notice.

ARTICLE 22 - NONDISCRIMINATION

The CONSULTANT declares and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin. ARTICLE 23 - SURVIVAL

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

The TOWN and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 25 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 26 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and declares that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 27 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 28 - AMENDMENTS AND MODIFICATION

No amendment and/or modifications of this Contract shall be valid unless in writing and signed by each of the parties.

The TOWN reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the TOWN'S notification of a contemplated change, the CONSULTANT shall (1) if requested by TOWN, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the TOWN of any estimated change in the completion date, and (3) advise the TOWN in writing if the contemplated change shall effect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the TOWN so instructs in writing, the CONSULTANT shall suspend work on that portion of the Work affected by a contemplated change, pending the TOWN'S decision to proceed with the change.

If the TOWN elects to make the change, the TOWN shall issue a Contract Amendment or Change Order and the CONSULTANT shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 29 - ELECTRONIC SIGNATURES

The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

ARTICLE 30 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the TOWN shall be mailed to:

Town of Cromwell
c/o:

Ph:
Email:

and if sent to the CONSULTANT shall be mailed to:

Vendor Information:

Ph:
Email:

IN WITNESS WHEREOF, the parties have made and executed this Contract and have hereunto set his/her hand the day and year above written.

Town of Cromwell, Connecticut
Approved as to Substance

Vendor Full Legal Corporate Name:

Anthony Salvatore, Town Manager
Duly Authorized

Authorized Signature

Print

Title

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

Wednesday, June 8, 2022
7:00 p.m.

Present: Mayor Spotts, Deputy Mayor Fortenbach, J. Demetriades, J. Donohue, P. Luna, J. Henehan, A. Spotts, A. Waters

Also Present: Town Manager Salvatore, Chief Lamontagne, Captain Sifodaskalakis, Assistant Finance Director Sharon DeVoe, Acting Director of Public Works Jon Harriman, Tax Collector Douglas Sienna, and Lou Spina

A. CALL TO ORDER

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

B. PLEDGE OF ALLEGIANCE

The Council stood to recite the Pledge of Allegiance.

C. APPROVAL OF AGENDA

MOTION made by S. Fortenbach and **SECONDED** by P. Luna to approve the agenda.

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

Motion carried.

D. POLICE AWARDS

Chief Lamontagne and Captain Sifodaskalakis were in attendance to present Police Awards. Officer David Ellison was in attendance and was awarded the Medal of Meritorious Service, Sergeant John Carlson and Officer Brian Dean were in attendance and received Letters of Commendation. Not present but recognized with Letters of Commendation were Officer Steve Dorais, Officer Jeremy Perlini, and Dispatcher Christine Cyr.

E. COMMISSION CHAIRMAN REPORTS/LIAISON REPORT/STAFF REPORTS

Mayor Spotts read a letter into the record submitted by Finance Director Marianne Sylvester. See Attachment A.

F. MAYOR'S UPDATE

Mayor Spotts reported:

- 6/2 - He attended the Town Meeting regarding the Middle School. A Referendum will be held on 6/14 from 12 p.m. to 8 p.m.
- 6/2 – He attended the Ribbon Cutting for the Tennis Courts.
- 6/3 – He attended the Ribbon Cutting for the opening of the Town of Cromwell Farmers Market

G. TOWN MANAGER'S UPDATE

The Town Manager reported:

- ZEO Bruce Driska resolved of a number of blighted properties and recently corrected the blight issue at 222 Shunpike Road (which had years of blight issues).
- Attorney Anastasia at the State Department of Education requested his participation on a panel to assist with contract arbitration. They selected 10-15 members to represent the teachers.
- He has attended several trainings to keep up his CCMO certification.
- He thanked Town staff and Mr. and Mrs. Whitney for an outstanding job with the Farmers Market. He apologized to Councilman Waters for not getting out there to square out their parking lot and fill in the pot holes but assured him we would be out there soon to do it.
- COG is working to provide donations to the 501c3 and businesses.
- He asked the Town Council about the status of the Climate Study/Investigation/Survey. He said this has not gone anywhere and he asked how the Council would like the Town to proceed.

There was a brief discussion regarding the process of drafting the RFP for the Climate Study/Investigation/Survey, what will be included, and who would work on drafting it.

H. FINANCIAL/FINANCE DIRECTOR'S UPDATE

1. Budget Report

The Town Council reviewed the Budget Report included in their packet.

2. Discussion and Action to approve an interdepartmental transfer of \$4,000 to Revenue (Tax) Collection Department from Employee Benefits.

MOTION made by A. Waters and **SECONDED** by J. Henahan to approve an interdepartmental transfer of \$4,000 to Revenue (Tax) Collection Department from Employee Benefits.

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

Motion carried.

3. Tax Refunds

MOTION made by A. Waters and **SECONDED** by S. Fortenbach to approve Tax Refunds 1-7.

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

Motion carried.

I. CHIEF OF POLICE'S UPDATE

Chief Lamontagne was in attendance to present her report. She added the following to her report:

- Recruits Visconti and Cyr will be graduating the last week of July and will be moving onto the Field Training Program
- They are currently hiring and hope to get back to 28 officers.
- Dispatcher Ayotte will be leaving employment with the Town next week. She will be missed.
- The Memorial Day Parade was a success. There is one incident under investigation and they hope to come to a resolution soon.
- The Travelers Championship is coming after Father's Day. They will be setting up and getting ready for the tournament in the coming weeks.

J. PUBLIC WORKS DIRECTOR'S UPDATE

Acting Public Works Director Jon Harriman reported:

- May 14th was the river clean up, 1.5 tons of garbage was cleaned up from along the river. He thanked everyone involved.
- Community Center Study - they are looking at areas in Watrous Park. There have been meetings with Town Staff. They are working on options for us to consider. By mid-late July we should have an idea of what it would look like and may cost.
- Tennis courts are generally complete with a couple remaining items. We received the wind screens that need to be put on the fencing. Three signs stating rules and regulations have been ordered, and the practice board is going to be put back up soon.
- The crews are back on their summer routine schedule for paving and patching. They have completed some curbing replacement at Town Hall.
- They will be paving the basketball court and will also be paving the walking trails at Frisbie Landing and Watrous Park.
- Public Works is looking for an assistant mechanic, a highway maintainer I, and a part-time building maintenance position.
- There was a trip hazard at the Concession Stand. Saw horses were put over it so that no one would trip. Little League was receiving assistance from

volunteers in the past. The plan for the Town is to hire a construction company to come out and remove and replace it with a concrete patio to match the existing patio layout. They will also put in concrete and asphalt dug out floors.

- The Sidewalk Fund will be used in its entirety for 611 and 613 Main Street.
- The design for West Street sidewalks is 75% complete. This could be an eligible project to use STEAP grant funds for. The CCGP grant may be available in the future if we are not able to get the STEAP grant.
- The survey for Evergreen Sidewalks is currently being conducted.
- We are looking into replacing the Town Hall's telephone system. We should have a new one installed in the near future.
- He applied for NRCS Funding in regards to flooding, habitat restoration, etc. They preliminary approved funding for the Shadow Brook Corridor.
- There is a S4SA grant opportunity to get the Town of Cromwell to zero pedestrian fatalities. The funding assists with creating or updating a comprehensive safety plan.
- The Town Hall Roof Replacement Project is complete with a 20-year warranty. We are currently looking at removing/replacing 4 translucent panels in the atrium.
- He expressed his support for the reappointment of Lou Spina as the Town's Public Works Director.

Town Manager Salvatore and Acting Public Works Director Harriman indicated that they were looking to start discussions with the user groups on the fields in Town and begin to draft an analysis. This way, the Town staff can read what the users feel is wrong with the fields, then the Public Works Director will review this information with the foreman and can ultimately determine if our crew can correct these issues or if we have to bring in outside businesses to assist.

K. CITIZEN COMMENTS

Dan Brisson, 10 Fennwood Drive said that he glad to see Mayor Spotts is feeling better. He thanked the Town for being proactive with the Osprey Nest situation at Pierson Park in the lights.

The Town is in constant contact with Animal Control Officer Cheryl Gagnon. They have someone watching the nest and we will know when the Osprey leaves (anticipating September) and will take measures to ensure another nest is not built in that location.

L. NEW BUSINESS

1. Resident Request for abatement pursuant to C.G.S. 12-124(a)

Resident Brian Grogan was in attendance and stated his reason for requesting a tax abatement under the Connecticut General Statutes. The Tax Collector was also in attendance and informed the Town Council that the Town of Cromwell has a deferral program that would take precedent over the Connecticut General Statutes. Additionally, he informed the Council that he canvassed Middlesex County and did not find any municipality in the County that approved a tax abatement in accordance with this statute. The Town Council asked questions of Mr. Grogan and Tax Collector Sienna.

MOTION made by J. Donohue and **SECONDED** by J. Henahan to deny the resident's request to pursue C.G.S. 12-124(a) and suggest that the resident work with the Tax Collector to pay all past due taxes and to look into the Town of Cromwell's Tax Deferment program.

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

Opposed: J. Demetriades

Motion carried.

2. Discussion and action to approve Town Manager's Appointment of Public Works Director

Town Manager Salvatore informed the Town Council of his appointment of Lou Spina as the Director of Public Works. The Council was then given the opportunity to ask Mr. Spina questions. Mr. Spina answered questions of the council and explained why he wished to return to the Town of Cromwell. He listed several accomplishments he made while previously employed with the Town of Cromwell. See Attachment B for Mr. Spina's resume.

MOTION made by J. Donohue and **SECONDED** by J. Henahan to approve the Town Manager's Appointment of Lou Spina as the Director of Public Works.

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

Opposed: J. Demetriades

Motion carried.

M. APPROVAL OF MINUTES

1. May 11, 2022 Regular Meeting Minutes

MOTION made by S. Fortenbach and **SECONDED** by P. Luna to approve the Special Meeting Minutes of May 11, 2022 as amended to include the motion made by J. Demetriades after coming out of Executive Session that

the Town Council shall authorize an investigation into the climate of town hall by an independent third party to be chosen by the Town Council at our next Town Council meeting. **Motion not seconded; motion failed.**

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

Abstention: A. Spotts

Motion carried.

2. May 25, 2022 Special Meeting Minutes

MOTION made by S. Fortenbach and **SECONDED** by A. Waters to approve the Special Meeting Minutes of May 25, 2022.

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

Motion carried.

N. RESIGNATIONS

None.

O. APPOINTMENTS

None.

P. INFORMATIONAL ITEMS

1. ARPA Funds – The Town Council reviewed the ARPA Funds memo included in their packets.

Q. ADJOURN

MOTION made by J. Donohue and **SECONDED** by A. Waters to adjourn.

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

Motion carried.

The meeting adjourned at 9:32 p.m.

Respectfully submitted,



Amanda Calve
Secretary

From: Sylvester, Marianne
Sent: Wednesday, May 25, 2022 11:48 AM
To: Donohue, Jennifer; Fortenbach, Stephen; Henehan, John; Luna, Paula; Waters, Al; Spotts, Allan; Demetriades, James
Subject: Town Manager Salvatore

Tracking: Recipient Read

Donohue, Jennifer
Fortenbach, Stephen
Henehan, John
Luna, Paula Read: 5/25/2022 11:44 AM
Waters, Al
Spotts, Allan Read: 5/25/2022 2:42 PM
Demetriades, James

In response to questions being raised regarding Anthony Salvatore's management of staff and Town operations, I would like the Town Council to know and appreciate that Tony has nothing but the best interests of the Town taxpayers, Town staff, and the overall operations of the Town at heart.

I have worked with Tony for over twenty years, while he was Chief of Police, Acting Town Manager, and Town Manager. When Mr. Sistare resigned as the Town's first Town Manager, I recommended Tony to him as his successor. I basically said "Tony lives and breathes Cromwell". While Town Manager, and working with Town Council, Tony brought about significant accomplishments for Cromwell, including Town services and economic development. He is well-versed in the Town Charter and applicable State Statutes, which is critical for this position. He also has thorough knowledge of the Collective Bargaining Agreements and has successfully negotiated those agreements with a win-win attitude.

Town Manager Salvatore holds Department Head meetings on a regular basis. At each and every one of these meetings, he concludes by saying "Go back and tell your staff that I appreciate the work they are doing." During the pandemic, he held weekly meetings with the Emergency Management Coordinator to update Department Heads, listen to concerns, and encourage creative ideas for continuing services to the public. Each year, Department Heads meet with the Town Manager during budget development to discuss any thoughts for improvement or areas of concern within their departments. On a lighter note, Tony has also provided events such as an ice cream truck and Vecchito's Italian ice truck for staff and paid for this out of his own pocket.

Informally, Tony interacts with Department Heads regularly and discusses ideas for improving Town operations, services, facilities. Discussion is an important component in his management style. He presents many of his own ideas but also encourages and listens to ideas from his Department Heads. Tony values input from others and I believe Department Heads are aware of this. It is also important to recognize that, ultimately, he must take into consideration the global picture of any action. While his decisions may not make everyone happy all the time, the Town Manager is responsible for ALL operations of the Town. Anthony Salvatore is astute enough to realize the ramifications inherent in his decisions.

As the Director of Finance, I appreciate the experience, knowledge, and concern Tony Salvatore brings to the position of Town Manager. Please understand these written comments about Town Manager Salvatore represent my sincere appraisal of all he has accomplished while acting as my supervisor and colleague. I was not urged to forward my comments by anyone. I felt it was important for those people responsible to read of his dedication to the Town of Cromwell and its citizens.

Marianne Sylvester
Finance Director
Town of Cromwell

860-632-3416

PROFESSIONAL SUMMARY

Career Overview: Background combines strong academic preparation with a proven record of consistent performance, productivity, and professionalism in visible positions within the City of Waterbury's, the Town of Cromwell, and the Town of Watertown's Department of Public Works. Team building skills demonstrated in a professional capacity as well as in community during the many years as a volunteer coach.

Key Strengths: Energetic, customer-focused, results oriented, competitive, high integrity, strong work ethic and team player. Proven ability to develop, expand and strengthen relationships with residents as well as with fellow employees and subordinates. Excel in problem solving, analytical, organizational, communication and motivational skills. Many years of experience handling all aspects of labor relations including progressive discipline, grievance resolution and contract negotiations.

WORK HISTORY

Director of Public Works, 10/21 to Current

Department of Public Works – Watertown, CT

- Oversight of all administrative and operational functions of municipal Public Works Department
- Responsible for labor relations/contract negotiations, staff training and development, regulatory compliance.
- Serve as the Town's Tree Warden.
- Annual and capital budget development and control, procurement of goods and services, development of bid specifications and RFP/RFQ's.
- Responsible for maintenance to town's infrastructure including roads, sidewalks, storm water drainage system, recreational trails, and Dog Park.
- Responsible for operation of Transfer Station and solid waste disposal.

Director of Public Works, 08/2014 to 10/21

Department of Public Works – Cromwell, CT

- Oversight of all administrative and operational functions of municipal Public Works Department
- Responsible for labor relations within department including training, regulatory compliance, developing department rules and regulations, discipline and contract negotiations
- Serve as the Town's Tree Warden and (back up) Local Burning Official
- Operational and capital budget development and control, monthly reports to Town Council and procurement of goods and services
- Responsible for maintenance to all of town's infrastructure, including road system, sidewalk network, Parks and Playgrounds, Dog Park, and General Government Facilities

Director of Public Works, 12/2011 to 08/2014

Department of Public Works – Waterbury, CT

- Manage & coordinate the activities of all Bureaus within Public Works Department
- Responsible for oversight of all capital improvement projects, budget preparation and control, personnel issues, procurement of goods and services
- Responsible for oversight of all service and maintenance agreements, develop policies & procedures, environmental conformance, safety issues, regulatory issues, and reports or communications with other city agencies

Interim Supervisor of Streets, 04/2009 to 07/2009 and 01/2010 to 12/2011

Department of Public Works – Waterbury, CT

- Responsible for maintenance of the city's infrastructure including all phases of snow operations, pothole repair, curbing repair, repairing and replacement of sidewalks, street sweeping, storm receiver repair, maintenance of storm water system, roadside mowing, pesticides spraying, and oversight of many small construction projects
- In addition to proceeding, responsibilities include a variety of administrative functions including preparing and controlling annual operating budget, preparation of invitations to bid and requests for proposal, oversight of all building

and grounds maintenance (contracts), interviewing and selection of employees, performance appraisals, and discipline of employees

Supervisor of Refuse, 10/2002 to 12/2011

Department of Public Works – Waterbury, CT

- Responsible for all aspects of municipal solid waste; collection, curbside recycle collections and operation of city owned transfer station
- Related duties include preparation and controlling annual operating budgets, implementation of all policies and procedures including all health and safety policies, preparing specifications for invitations to bid and requests for proposals,
- Responsible for oversight of all building and grounds maintenance (agreements), overseeing all construction projects at closed landfill, environmental compliance, preparing and submitting reports to DEEP, educating residents and students about importance of recycling, snow coordination and supervision of one of the city's sand and salt depots
- Under my tenure as supervisor, the Bureau of Refuse has realized a 70% reduction in workman's compensation related costs

Refuse District Foreman, 08/1992 to 10/2002

Department of Public Works – Waterbury, CT

- Responsibilities include supervising daily operations of municipal refuse and recycling collections, scheduling employees personal and vacation time off, investigating all motor vehicle accidents and personal injuries of subordinates and preparing applicable reports, supervises snow plowing activities for city personal as well as private contractors, handling all residential complaints and teaching residents all proper waste disposal practices

EDUCATION

Bachelor of General Studies: Corporate and Organizational Leadership

University of Connecticut - Storrs, CT

Member of Alpha Sigma Lambda- The Beta Omega Chapter at the University of Connecticut

Associates: Liberal Arts and Sciences

Naugatuck Valley Community College - Waterbury, CT

PROFESSIONAL DEVELOPMENT

- Certificate to Operate a Transfer Station/Landfill, Connecticut DEEP
- University of Connecticut; Connecticut Transportation Institute; Certificate in Liability in Public Works.
- Occupational Safety and Health; completed 10 hour course Construction Safety and Health.
- Workman's Compensation and Labor Law Seminars
- Detecting Signs and Symptoms of Alcohol and Drug Dependency Seminar
- Class B Commercial Driver's License
- Certified Connecticut Tree Warden
- Certified Burning Official, Connecticut DEEP

VOLUNTEER EXPERIENCE/CIVIC RESPONSIBILITY

- Youth Baseball Coach: Baseball Association of Wolcott (1999 to 2013)
- Youth Football Coach: Wolcott Midget Football (2007 to 2012)
- Youth Basketball Coach: Wolcott Junior Basketball (2011 to 2012)
- President of Waterbury Management Union (05/2010 to 12/2011)
- Vice President of Waterbury Management Union (10/2007 to 05/2010)
- Executive Board Member and Grievance Chairman (04/2005 to 10/2007)
- Union Secretary Treasurer (04/2001 to 04/2004)

**TOWN OF CROMWELL - TOWN COUNCIL
TOWN HALL ARCH ROOM
41 WEST STREET, CROMWELL, CT 06416
SPECIAL MEETING MINUTES**

Tuesday, June 14, 2022
7:00 p.m.

Present: Acting Mayor S. Fortenbach, Councilman J. Demetriades, Councilwoman J. Donohue, Councilman J. Henahan, Councilwoman P. Luna

Absent: Mayor Allan Spotts and Councilman A. Waters

Also Present: Town Manager Salvatore, Finance Director Marianne Sylvester, Attorney Kari Olson, Attorney Thomas Gerard, members of the Board of Finance

A. CALL TO ORDER

Acting Mayor Fortenbach called the meeting to order at 7:22 p.m.

B. EXECUTIVE SESSION TO DISCUSS PENDING LITIGATION - GILEAD COMMUNITY SERVICES, INC. V. TOWN OF CROMWELL

Mr. Maley asked Attorney Olson to confirm this would not be an illegal meeting of the Board of Finance. Attorney Olson confirmed that this is not an illegal meeting of the Board of Finance, as a board or commission may attend a duly noticed meeting for another Board or Commission and additionally, there will be no business conducting this evening by the Board of Finance.

MOTION made by J. Donohue and **SECONDED** by J. Henahan to go into executive session and invite in: Town Manager Salvatore, Attorney Olson, Attorney Gerard, Finance Director Marianne Sylvester, and members of the Board of Finance.

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

Motion carried.

The Town Council entered Executive Session at 7:23 p.m.

The Town Council came out of Executive Session at 8:51 p.m.

C. POSSIBLE ACTION

No action was taken.

D. ADJOURNMENT

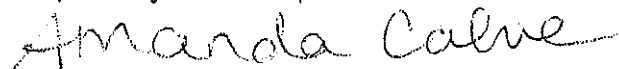
MOTION made by J. Donohue and **SECONDED** by J. Demetriades to adjourn.

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

Motion carried.

The meeting adjourned at 8:51 p.m.

Respectfully submitted,



Amanda Calve
Secretary

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

Wednesday, June 22, 2022

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

Also Present: Town Manager Salvatore, Assistant Finance Sharon DeVoe, Attorney Kari Olson, Board of Finance Member Ed Maley

A. CALL TO ORDER

Mayor A. Spotts called the meeting to order at 5:17 p.m.

B. EXECUTIVE SESSION TO DISCUSS PENDING LITIGATION- GILEAD COMMUNITY SERVICES, INC. V. TOWN OF CROMWELL

MOTION made by J. Henehan and **SECONDED** by P. Luna to go into executive session and invite in: Town Manager Salvatore, Assistant Finance Director Sharon DeVoe, Attorney Kari Olson, Board of Finance member Ed Maley
All in favor. Motion passed.

The Town Council entered Executive Session at 5:18 p.m.

MOTION made by J. Donohue and **SECONDED** by S. Fortenbach to come out of executive session.

All in favor. Motion passed.

The Town Council came out of Executive Session at 6:00 p.m.

C. POSSIBLE ACTION

Resolution authorizing transfer of five million dollars to restricted fund balance to satisfy appeal bond requirement. **MOTION** made by J. Henehan and **SECONDED** by P. Luna. See attached resolution.

All in favor. Motion passed.

D. ADJOURNMENT

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

The meeting adjourned at 6:02 p.m.

Respectfully submitted,


Sherry McGuire
Recording Clerk

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

Tuesday, July 19, 2022 - 5:30 p.m.

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

Also Present: Town Manager Salvatore, Town Engineer/Interim Director of Public Works Jon Harriman,
Chief LaMontagne, Planning and Development Director Stuart Popper

A. CALL TO ORDER

Acting Mayor S. Fortenbach called the meeting to order at 5:33 p.m.

B. NEW BUSINESS

1. Cromwell Creative District (CCD) Regarding Rehabilitation of the Sewer Garage

Joan Foose, 3 Vincy Drive was in attendance to explain CCD's request. She said CCD appreciates the effort made for holding this meeting as it is time sensitive for the STEAP Grant. Ms. Foose informed the Council that tonight they will go through the highlights of each section of the booklet that was provided to them. Ms. Foose handed letters of support to the Council. *See Attachment A.* She explained that CCD is requesting two things: 1. Written approval of the Town Council supporting CCD rehabilitating the Sewer Garage for the purpose of all non-profits having a space to meet and hold small events. (CCD has provided an anonymous significant donation). 2. Grant money will be required to augment the donation. CCD is requesting that the Town applies for the STEAP grant even though the project is nearly but not completely shovel ready. Ms. Foose then went through and presented the Introduction through Section D of the booklet.

Ann Grasso, 70 Strand Circle was also in attendance to present CCD's request. She asked the Town Council turn to the section of the booklet that contains the plan for the building itself. Ms. Grasso asked Mike Cannata to come to the podium to elaborate on the cost estimate.

Mike Cannata, 136 Nooks Hill Road addressed Section G pertaining to pricing and the agreement between CCD and the Town regarding the use of the building. He directed his comments to the agreement letter. He summarized that this will be a shared space, CCD and other nonprofits will have preferential scheduling, and based on their commitment, donation, and grant securements to the building (so there is no cost to the town for the building renovation), they are asking for the ability to control its use. He said that it can used by other non-profits and it is encouraged that the Senior Center and Recreation Departments use it as well, if needed. If there becomes a time that CCD moves to a larger or different facility within the district, all of this space that CCD paid for, will go back to the Town. He explained that this is a win-win for the Town. Mr. Cannata summarized a document he provided to the Town Council titled, "Cromwell Creative District Highlights". *See Attachment B.* He asked for written approval from the Town Council as it is needed to be able to apply for the STEAP Grant. The donation is in the amount of \$350,000. CCD is going to continue to pursue grants as their goal is not to use any taxpayer dollars to complete this project.

Town Manager Salvatore explained that the Town Council is allowing CCD to have Citizen Comments during their presentation as this item was scheduled to be on the Regular Meeting Agenda of July 13, 2022 but the meeting was cancelled.

Acting Mayor Fortenbach read Enzo Faienza's letter into the record. See *Attachment C*.

Ned Pendleton, 43 Spruce Lane, resident of Covenant Living and President of the Resident Council. He said that when he and his wife were looking at continuing care retirement communities in Connecticut, he was drawn to Mystic and Essex because of their striving town centers. Ultimately, they chose Cromwell because of the proximity to family in Middletown and the walkable distance to the library. He added that the Senior Center and Downtown Cromwell was also a positive factor. They are delighted by CCD's commitment to making Downtown Cromwell a vibrant destination for residents and visitors and repurposing the sewer garage for nonprofit groups to use is an important part of this. He said that CCD's programs like Scarecrows and Summerfest will bring people downtown and that the rehabilitation of the sewer garage will help the dining establishments and other businesses in the area. He spent much of his career as an engineer helping to plan and supervise a building and repurpose factories. He has visited the sewer garage several times and has seen the issues needing mediation and sees the potential for it to be a gathering place. The sewer garage was built well for its original purpose but the demolition will cost the taxpayers money and would be an unnecessary loss of a valuable asset. He believes the plans developed for the building are good ones and the project can be completed with the anonymous donation with grant funds at no cost to taxpayers.

Rosemary Matus, 4 Blackhaw Drive, stated her letter is in the packet provided. As a 52-year proud resident of Cromwell and she is in favor of this. She is President of the Cromwell Arts Alliance which gave birth to the Cromwell Creative District and they are proud of all the work they do and she hopes this will move forward.

Joan Bent, 3 Knight Lane, informed the Town Council that letters are included from the following nonprofits or Town Committees: Cromwell Children's Coalition, Diversity Equity and Inclusion, LGBTQ, and the Lions Club. Many of the businesses #inthedistrict signed paperwork in support of this project, those not included were not available rather than not willing.

Lisa Klein, 19 Briar Court, she is the President of the Cromwell Lions Club. She informed the Town Council that they have re-chartered the Lion's Club. They are very involved in the community and currently have no meeting space and as they grow and are more involved in the community, and it would be helpful to have this space to use. They have also chartered a Leo Club which consists of 12 to 18-year-old volunteers. The Lions Club is in full support. She added she is a long time Cromwell resident and is always willing to help and volunteer and to reach out if she is needed.

Jay Polke, 15 Harrison Drive, spoke in favor of this project and said it is nice to be in the room where there is hardly any objection. He believes this project would be good for the town and encouraged the Town Council to look at it closely.

A letter of support from Senator Lesser was passed out to the Council. See *Attachment D*.

Chief LaMontagne was in attendance and summarized a memo that was provided to the Town Council. See *Attachment E*. She said that there is a need for the Police Department as they are outgrowing some of their facilities, it would be nice to have some of their bulk evidence stored over there to free up space. She added, if a town facility is going to be given to an outside agency then we are going to be coming back in the future to ask for another option for storage.

Alice Kelly, 74 Willowbrook Road, Chairman of the Water Pollution Control Authority. She clarified that WPCA did not own the Sewer Building, they rented it from the Town and they paid the Town money annually to use the building.

Jon Harriman Town Engineer/Interim Public Works Director said that we moved out of these buildings in April 2021 and they have been vacant. Recently, we applied for \$2M in grant funds to convert the old highway garage into an expansion of the park and we plan to renovate the mechanics garage into locker rooms, referee rooms, and storage. The wooden building and the 6,000 SF metal building are planned to be torn down. The architect said the frame is the only thing of any value in the building where Chief LaMontagne is currently storing impound vehicles, the boat, etc. If we are awarded the grant funds and if the Council approves the proposed plan, the Police Department will lose the storage space for the impound vehicles and the boat. In regards to the CCD project, it sounds as though it will be done in phases. He suggested the Town Council read the Building Inspector's memo carefully. The costs in the memo are not necessarily just to renovate the building, but for permitting fees and bringing it up to code. He suggested that CCD address the code issues before they focus on making the building look beautiful.

Stuart Popper Director of Planning and Development was in attendance. He informed the Town Council that he writes the Town's STEAP Grants. He said that DECD has gotten very strict and that the requirements state that all projects applied for need to be "shovel ready". He also spoke to the Undersecretary at DECD and was told that the Town is welcome to submit any projects and information we have but specified that this is a competition and that applicants that have complete grants are more likely to receive the funding than applicants that have incomplete grants. He assured the Council that he has no problem applying for the grant, but just wanted to point out the parameters of the grant requirements this year.

Ms. Grasso said she enjoys working with the Police. She was surprised by Chief LaMontagne's comments regarding their need for the building. She said she has been specific, starting in 2018 about whether the Police wanted the building for their use and in her conversations the response has gone back and forth; sometimes it is yes, and most recently the response was no. She expressed that what the Town Council has in their packets is the truth as she knew it. She is in favor of the Police having what they need, but hopes they can meet those needs in a different area, as CCD has put 9 months into seeking the Town Council's approval of CCD and the use of the building. She added that she is thrilled that the Community Center is on the docket, however, she does not believe the non-profits will have much of the space at the Community Center because the Senior Center and the Recreation Department are bulging and would like more programming.

A brief discussion continued regarding funding and what the plan is if the Town is not awarded the STEAP Grant for this project. Ms. Grasso said they intend to apply for more grants and fundraise to keep the project moving along.

MOTION made by A. Waters and **SECONDED** by J. Henahan to approve the CCD Request regarding rehabilitation of the Sewer Garage Building.

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

Opposed: None.

Motion passed.

Discussion: Councilwoman Donohue fully supports the project but is struggling with the talk of a Community Center, a potential grant out there for use of this land, and now the Police Chief letting us know that she has a need for the building. She is not sure if we want a parking garage/storage area in the middle of what could be a vital area in Town. She is also concerned that the Town Planner will be spending a lot of time in the next couple of weeks writing this grant that we are not shovel ready for. She expressed that as Town Council, we need to have more open dialogue of what the needs are and not on the night where a decision needs to be made.

Councilman Henehan asked about the timeframe. What is the next step if we do not get the STEAP Grant? He feels it is important that Public Works and the Town Manager keep the Council apprised of what is going on. He believes it is important that we stay vigilant in setting the schedule and meeting the schedule. He agrees we should move ahead with it but we need to be diligent.

A brief discussion took place regarding timing, funding, grants, and insurance concerns.

MOTION made by A. Waters and **SECONDED** by J. Henehan to rescind the motion to approve the CCD Request regarding rehabilitation of the Sewer Garage Building.

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

Opposed: None.

Motion passed.

MOTION made by A. Waters and **SECONDED** by J. Henehan to approve the request of the Cromwell Creative District regarding the rehabilitation of the Sewer Garage for up to three years in order to secure appropriate funding or financing.

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

Opposed: None.

Motion passed.

MOTION made by P. Luna and **SECONDED** by A. Waters to authorize the Town Manager to apply for the STEAP Grant.

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

Opposed: None.

Motion passed.

C. ADJOURNMENT

MOTION made by J. Donohue and **SECONDED** by A. Waters to adjourn.

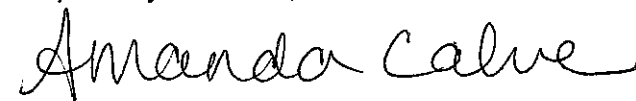
In favor: J. Donohue, S. Fortenbach, J. Henehan, P. Luna, and A. Waters

Opposed: None.

Motion passed.

The meeting adjourned at 6:51 p.m.

Respectfully submitted,



Amanda Calve
Secretary



Cromwell Childrens Coalition

June 28, 2022

TO: Cromwell Town Council
FROM: Cromwell Childrens Coalition Board of Directors
Rodney Bitgood, Tom Danyliw, Susan Schein, JoAnn Doyle, Brendan Kruh,
Jason Hinnners, Mertie Terry

RE: Sewer Garage Project

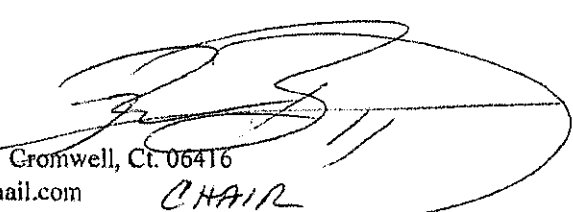
The Cromwell Childrens Coalition is in complete agreement with the Cromwell Creative District regarding the refurbishing of the old Sewer Garage building. The need for additional meeting and small event space has been a critical issue in the town for many years. Most of the town's recognized non-profit organizations have had to rely on their membership for a location for meetings and to store all their supplies. Town departments have had to forgo offering some daytime programs due to lack of space.

Working in conjunction with town departments, the Childrens Coalition and the Creative District, in particular, have proven their worth enhancing the quality of life for Cromwell residents. Some examples of this are the Coalitions Car Show and Drive thru Halloween during COVID, and the Creative District summer fest party. Both of this organizations strive to make Cromwell one can be proud to say they are from.

If the Sewer Garage building was refurbished, many more groups would benefit from its use - from youth sports meetings, to adult organizations, to the Recreation Department, Youth Services and Senior Center able to expand daytime programming and so much more. The building could become a viable entity and not just an empty shell in the center of town. With the possibility of a STEAP grant, this could all be accomplished without using tax dollars for the project.

We ask that you seriously consider this proposal as another step forward in the progress and growth of the town. Thank you.

Cromwell Childrens Coalition P.O. Box 314 Cromwell, Ct. 06416
cromwellchildrenscoalition@gmail.com
a 501(c)(3) organization


CHAIR
RODNEY BITGOOD



July 13, 2022

Dear Mayor Spotts, Council Members and Town Manager,

Thank you for the opportunity to voice our support of the Cromwell Creative District's proposal for the future of Cromwell's Sewer Garage Building.

The Lions Club of Cromwell CT was reestablished on March 13, 2020... the night before COVID shut down our state at the start of the pandemic. Since our Charter Night, we have only been able to gather virtually as a club for the majority of our time in existence. While we have been extremely creative in our humanitarian efforts in our town, and beyond, finding a meeting place has been on our priority list.

Recently, we learned of the CCD's proposal for the Sewer Garage Building. This sounds like a brilliant use of space in a central location of our community.

The idea of incorporating a much-needed public use venue for non-profits would DEFINITELY be an answer to our Lions Club's wishes! We generally meet a couple of times per month, and would enjoy having a place to gather in person. And the chances for collaborating with other local organizations under one roof would benefit our community as a whole.

Lions Clubs International Foundation enjoys a fine reputation worldwide for humanitarian efforts. We have become part of Cromwell through various connections within Town Hall, Human Services, Food Pantry, Community Garden, the Cromwell Public Library... and we would like to do more.

Please consider us in support of any future discussions regarding a project of this nature. We have been working within Cromwell for the last couple of years, slowly getting the word out the Cromwell Lions are here to SERVE!

Thank you for your consideration of our request to be involved.

Always serving with loving kindness,

Lion Lisa Klein
President
Lions Club of Cromwell CT, Inc.
PO Box 224
Cromwell, CT 06416

July 11, 2022

Town Council Members,

My name is Clare Serrantino and I live at 15 Crest Drive. I am writing this letter today, on behalf of the Diversity Equity and Inclusion Committee, in support of the CCD's proposal to rehab the current sewer garage as a meeting/event space for nonprofits to use.

Having a designated, easily assessable space will benefit the town in a variety of ways. It will provide a comfortable and reliable location where town nonprofits can gather to plan and carry out events designed to foster community within the Town of Cromwell.

Having collectively gone through an extended period of isolation over the past few years, it has become increasingly clear that people benefit from being together, sharing ideas and working for the common good. Having a space to do this will be a benefit for all residents of Cromwell.

Thank you,

A handwritten signature in cursive script that reads "Clare Serrantino".

Clare Serrantino

DEI Committee Member

Cromwell Town Council,

I am writing in support of Cromwell Creative District use of the sewer garage. The town is in need of additional event/meeting space and this is a great opportunity to repurpose an existing building that would otherwise sit vacant. Currently, other non-profits and town groups have limited available options to hold in-person events and meetings and this will help alleviate scheduling conflicts. Cromwell Creative District is a valuable asset to our town and approving their plan for the vacant sewer building will only make the town better.

Thank you for your consideration. I hope the council sees the value in the Creative District's proposal.

Signed,
Erin Omicioli
1 West Street Heights
Cromwell CT 06416

A handwritten signature in cursive script, appearing to read "E. Omicioli".

LGBTQ Committee
Town Hall
41 West Street
Cromwell, CT 06416



Dear Mayor Spotts, Town Manager Salvatore, and the Cromwell Town Council,

I am writing this letter as one of the chairs of the Cromwell LGBTQ Committee to express my support to the possible project of converting the sewer garage space (behind the Police Station) to a Cromwell Community Group Center based on the proposal provided by the Cromwell Creative District.

The Cromwell community is engaging, friendly, welcoming, active, and supportive of each other. One of the reasons why our community is so strong is that we have passionate people who want to make Cromwell the best place it can be. It is through our town hall departments, athletic teams, community organizations, and countless volunteers that help create the community that we have.

At this time, Cromwell's Town Hall does not have sufficient meeting spaces for many of these organizations to have meetings and host events. In the absence of a Community Center, this project will help fill that need. The planning group for this possible project has put in a lot of time, research, and resources in putting their proposal together to again try to make Cromwell the best place it can be. Also, this sewer garage conversion project will demonstrate how our local government supports our community and our many organizations.

Additionally, creating a gathering location in the heart of our downtown will not only support our community, but many of those local businesses. When people are attending meetings or events, they would also have the opportunity to eat at one of the restaurants or learn more about the offerings of those businesses to either shop, get their haircut, or participate in an activity.

Based on the STEAP Grant timing and the requirement for shovel-ready projects, I encourage you all to support the CCD proposal that will not only benefit that organization but many others, including the Cromwell LGBTQ+ Committee as we plan future events and activities.

I want to thank you for your continued support you have provided to our committee and the consideration in this matter. I ask the support continues to this project. Please feel free to reach out to us with any questions and for further discussion.

Best Regards,
Matthew Brown
LGBTQ Committee Co-Chair

Dear Esteemed Members of the Town Council,

My name is Brendan Kruh and I reside at 586 Main Street. I write to you today in support of the Cromwell Creative Districts initiative to refurbish the old Sewer Garage building. As a member of the Cromwell Childrens Coalition, I have become aware of the shortage of viable public meeting space and organizational storage. The Coalition hosts several subcommittees in addition to our main body, and it can be challenging to find appropriate meeting space for our subcommittees. We have experienced scheduling conflicts with other organizations at the town hall and are left with few options otherwise. If the Sewer Garage building were to be renovated, it would hopefully alleviate the constraints on time and location for which meetings can be held. Additionally, our organization seeks to participate in the community across a variety of annual events, some of which require supporting materials and supplies. Over the years we have amassed assets which are leveraged for these events. We have historically relied on our membership for storage. Although our members have done a great job of retaining these assets, a centralized location for storage would be ideal.

Ultimately, I believe that a senior/community center would be a valuable addition to our community and would solve these issues. I recently was able to attend a meeting in Rocky Hill's community center and could not help but feel envious of the beautiful resource. However, due to the potential expense of and the need to assess other capital improvement projects, I am willing to consider a refurbishment of the Old Sewer Garage. Given the possibility of a STEAP grant, I would consider this as the next best alternative. I am also confident that if a senior/community center were to be subsequently constructed after the refurbishment of the Sewer Garage that space would easily be repurposed. If left untouched the Sewer Garage remains a depreciating asset. Cromwell currently has 114 Tax Exempt Organizations registered with the IRS; community resources need to be allocated to help them flourish. I urge you to consider the needs expressed and act.

Thank you,

Brendan Kruh

July 18,2022

Mayor Spotts, Town Manager Salvatore, Town Council Members,

I am writing this letter in support of the Cromwell Creative Districts efforts , if feasible, to rehabilitate the Pierson Cole Building.

I believe that through the efforts of our small businesses and other local organizations such as the CCD, the promotion of economic activity spawns community growth and ideas.

This building, as a home for the CCD and other non profits will provide the space necessary .

Regards,

Chris Cambareri
10 Sachem Drive
Cromwell, Ct

147 Salem Drive
Cromwell, Ct. 06416

When I moved to Cromwell four years ago I knew no one and was unfamiliar with the town.

Answering an ad in the Rare Reminder for a call to help paint a mural in the District, I joined Cromwell Creative District.

Doing so has afforded me the opportunity to meet people, make new friends, get to know my town, sparked my creativity and encouraged my sense of self and community.

I am now a part of Cromwell not just a resident. I have a feeling of belonging and caring and it's great! My Thanks to CCD.

Donna Bernstein

Mayor Spotts, members of the Town Council, and Town Manager Salvatore,

I am Ned Pendleton, 43 Spruce Lane, resident of Covenant Living and president of its Resident Council, though tonight I speak only for myself.

When my wife and I were looking at Continuing Care Retirement Communities in Connecticut, we were especially drawn to those in Mystic and Essex because of their thriving town centers. Ultimately, we chose Cromwell because of proximity to family in Middletown. The walkable distance to the library/senior center and downtown was a positive factor. We are delighted by CCD's commitment to making downtown Cromwell a vibrant destination for residents and visitors. Repurposing the sewer garage for nonprofit groups to use will be part of that.

People who go to meetings often want coffee beforehand and a snack or meal afterwards. As much as I love having breakfast at Mitchell's, I'm more apt to leave my house or the CLC campus to do so if it's followed or preceded by an errand or meeting in the area. Just as CCD's programs, like Scarecrows and Summerfest, will bring people downtown, I can't help but believe that the sewer garage will help the dining establishments and perhaps other business entities.

I spent much of my career as an engineer helping to plan and supervise the building and repurposing of factories. I have visited the sewer garage several times and have seen the problems that need remediation as well as the potential for the building to be a gathering place and a performance and exhibition venue. The sewer garage was built well for its original purpose, and demolition would cost the taxpayers money and would be an unnecessary loss of a valuable asset. I believe that the plans developed by Macri Associates, Strathmoor Electric, and Enterprise Builders are good ones and that the project can be completed with the anonymous donation and the STEAP or other grant funds—at no cost to taxpayers. The Feasibility/Space Needs study did not see the roof as a top priority, and it can be dealt with later, providing time for fund-raising or further grant applications.

A handwritten signature in black ink, appearing to read 'Ned R. Pendleton', with a stylized flourish at the end.

Ned R. Pendleton

1. CCD's right of first refusal to hold meetings and events, and to control the calendar for this building - allowing other nonprofits and Senior Center/Rec Department usage until such time as a Community Center positioned #inthedistrict is built with sufficient space for nonprofits to meet and hold events. At this point the building reverts to town use. If the new Community Center is outside the district, the building will act as an ANNEX to the Community Center. Note: the renovation will bring the building to code, basically as a "black box," useful for many kinds of activities.
2. Stuart Popper, Director of Planning and Development, approval to write for applicable grants to help with funding for this project.

CCD is requesting your support

If you feel that rehabbing this building will help increase business awareness on Main Street and #inthedistrict, please type and return to cromwellcreativedistrict@gmail.com

by July 6, 2020

Studio 325 LLC

TYPE: BUSINESS NAME

Kristine Fuller

TYPE: NAME of PERSON SUPPORTING

Also, you are welcome to present your support preferably in writing by email: cromwellcreativedistrict@gmail.com prior to July 13, or during Citizens Comments - hand a written statement to admin, Amanda Calve (due to time restrictions), and/or by your attendance at the Town Council meeting on **July 13, 7:00 PM.**

The Council values in person resident/committee/business support.

If you have questions, please email Ann Grasso, CCD Vice Chair: ann@aegrasso.com

Thank you for your consideration!

Rethink How You See Cromwell

Cromwell Creative District is a registered 501(c)3 nonprofit organization

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by July 6, 2020

Northern Business Solutions

TYPE: BUSINESS NAME

Victoria Neves

TYPE: NAME of PERSON SUPPORTING

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by July 6, 2020

MITCHELL'S MAIN

TYPE: BUSINESS NAME



TYPE: NAME of PERSON SUPPORTING

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Peaceful Chaos Yoga LLC
TYPE: BUSINESS NAME

Jeannine Marston
TYPE: NAME of PERSON SUPPORTING

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by July 6, 2020

ABC TRISTORIA

TYPE: BUSINESS NAME

Sokol Chef/owner

TYPE: NAME of PERSON SUPPORTING

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by July 6, 2020

Hage/ R Associates
Real Estate Co., LLC
TYPE: BUSINESS NAME

Charles Hyatt
[Signature]
TYPE: NAME of PERSON SUPPORTING

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Thank you for your consideration!

Rethink How You See Cromwell

Cromwell Creative District is a registered 501(c)3 nonprofit organization

Cromwell creative district highlights.

Attachment B

- Basic real estate principal, location location location. Heart of CCD and downtown business district. Ample parking and local amenities. Visually improve and enhance area.
 - 1. Create an area for the CCD to have primary use of a building and encourage other nonprofit use with preferential scheduling while still making availability for other town use
 - 2. This location makes perfect sense, next to recreational complex, heart of the downtown, and potential uses by other groups
 - 3. Discussed with Alice Kelly chairwoman of PZ, and we Agree this is a great use of this town property and are looking forward to a presentation to PZ commission if necessary
 - 4. Renovate and repurpose of an existing town owned building with a substantial charitable donation is a financial home run for Cromwell, this also makes a loud and clear statement that we support our nonprofit groups.
 - 5. Going forward, what is needed tonight, is town Council written approval of this project and written approval for Stewart Popper to write the STEAP grant request. This is a prerequisite to securing additional funding and grant applications. The goal is to secure enough other funding and have no cost to the taxpayers.
 - 6. Regarding possibly waiting for community center project details, location, costs. There is really no connection between this project and the community center. With 20 years work experience on the planning and zoning commission, my opinion is that the Former public works garage site is best suited to augment our sports complex. The sewer garage is best suited for CCD and nonprofit community use, and Watrous Park, for a senior center and central location for use of the parks open space etc. that is not encumbered by the sports complex at community field
-

Enzo Faienza
98 Cooper Lane
Stafford Springs, CT 06076

July 19, 2022

Dear Acting Mayor Fortenbach and Town Council members, I hope this letter finds you and your families well. I wanted to attend this evenings Special Town Council meeting in person, but unfortunately, I could not.

During my time as Mayor there was a focus to help develop our Downtown District. Since being formed the Cromwell Creative District has been such a driving force to help that area. They have worked hard to bring the arts together with our community and the businesses in that area. As mentioned in their proposal the CCD has organized and created so many great events for the community.

I write to you this evening to say I wholeheartedly support the CCD's proposal to renovate the Pierson Coal building for the use of nonprofits in town. I still have been following the affairs of the Town and I support the concept of creating a multi-use sports complex at the High School. This would create the extra space by the former DPW facility and give us the space to create a community/senior center. The rehab of the Pierson Coal building would fit into the concept of that area, and the Town could always use the extra space. I envision an area that is designated for our entire community as we continue to help promote the arts and businesses in the Downtown area. This area now becomes a destination point for so many individuals in the community to enjoy. It fulfills the need for more space for the nonprofits, our seniors, and the community at large. That area now becomes a complex of buildings that tie together for the purpose of enriching the community. The Pierson Coal building could be considered an annex to the community/senior center.

We have a great opportunity from an anonymous donor who is willing to give \$350,000 of their own money to put in this project. This means so much and I'm so touched at the kind of generosity that is being given by this person. The town should capitalize on this generosity along with the STEAP grants to make this project happen for the community.

In conclusion, I love the Town of Cromwell. I still have family and deep ties to the town. Cromwell will always be my home and all I want is to see wonderful things continue to happen for the Town. There is an opportunity here to have something wonderful for our community. We have the kind generosity of the anonymous donor along with the great opportunity to capitalize with the STEAP grants. Therefore, I kindly ask the Town Council to approve the proposal of the Cromwell Creative District. It's a win for the entire community.

Thank you very much for taking the time to read my letter. I miss you all and thank you for the continued work you are all doing for the community.

Sincerely,
Enzo Faienza

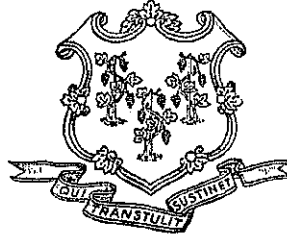
Attachment D

SENATOR MATTHEW L. LESSER

DEPUTY MAJORITY LEADER

Legislative Office Building
Room 2800
Hartford, CT 06106-1591
Tel. 860-240-0511

www.senatedems.ct.gov/Lesser



State of Connecticut
SENATE
Ninth District

Chair
Insurance & Real Estate Committee
Vice Chair
Public Health Committee
Member
Appropriations Committee
Education Committee
Energy & Technology Committee
Judiciary Committee
Labor & Public Employees Committee

Cromwell Town Council
41 West Street
Cromwell, CT 06416

July 11, 2022

Dear Mayor Spotts, Town Manager Anthony Salvatore, and members of the Cromwell Town Council,

I am writing in support for the Cromwell Creative District's proposal to apply for a 2022 STEAP grant for \$500,000 to be used for the renovation of the sewer garage located in Cromwell's historic district.

This is an opportunity for the Town to revamp an existing building into a meeting and event space for use by the Cromwell Creative District, local nonprofits, and other community members. This development will also fulfill the current needs of the Senior Center and Recreation Department for a larger space to host their events. Due to its strategic location, this project will help to increase attention to the surrounding businesses and help revitalize the downtown area.

The state STEAP grant can be combined with private donations, some of which the Cromwell Creative District has already received, to fund the renovation with minimal impact on Cromwell taxpayers.

Sincerely,

Matthew Lesser




CROMWELL POLICE DEPARTMENT

Attachment 2

Denise Lamontagne
Chief of Police

MEMO

TO: Anthony Salvatore
Town Manager

FROM: Chief Denise Lamontagne 

SUBJECT: Sewer Garage

DATE: July 18, 2022

I understand that on July 19, 2022 the Town Council is hearing remarks from the Cromwell Creative District for repairing the old sewer garage behind the Police Department and possibly turning it over to them for their use. In the Cromwell Creative District package, I've read that the Cromwell Police Department has no interest in the building. This statement is not correct, as I have separately expressed to you and Ann Grasso that this building would be ideal for our use.

Prior to letting an outside agency occupy the parcel, I hope that the Police Department is taken into consideration. The parcel would be an ideal location for the department to properly secure large sized evidence. One example would be for storing impounded vehicles that the department must maintain as evidence for criminal cases. As part of our State of Connecticut Accreditation we need a secure area to safely store large size evidence. This standard requires the department to have a secure and limited access area. This parcel is already next to the police department and is also partially monitored by the department video monitoring system. This seems like the most cost-effective option for the Town without building a new structure on Town property. The department needs this building or another area to meet accreditation standards from the State of Connecticut.

Doyle, JoAnn

From: Matthew Brown <matthew.w.brown@gmail.com>
Sent: Monday, July 4, 2022 9:41 AM
To: Doyle, JoAnn
Subject: Fwd: LGBTQ Committee - resignation

Hi JoAnn,

Additionally, Sarah Backe has resigned from the committee. Below is her letter.

Thanks!
Matt

----- Forwarded message -----

From: <sarahbacke@gmail.com>
Date: Tue, May 17, 2022 at 5:18 PM
Subject: LGBTQ Committee - resignation
To: Matthew Brown <matthew.w.brown@gmail.com>, James Demetriades <indemetriades@gmail.com>, Lana Dupont <lanadupont@yahoo.com>

Good Afternoon All,

I regret to inform you; that I have professional commitments and I will be resigning from the Committee.

I wish you all the best and I look forward to attending events and continuing to be an Ally.

Best Regards,
Sarah

Sent from my iPhone

--
Matt Brown



Matthew Brown <matthew.w.brown@gmail.com>

Resignation

1 message

Lana Dupont <lanadupont@yahoo.com>

Tue, May 17, 2022 at 3:16 PM

To: James Demetriades <jndemetriades@gmail.com>, Matthew Brown <matthew.w.brown@gmail.com>

Good Afternoon Gentlemen,

As I mentioned we are looking for a home and unfortunately we haven't found anything in town, which was my hope. This predicament arose for us shortly after I accepted the cochair position on the committee and has been grueling for us. We currently have a bid out on a house in another town and are looking at several others out of town. This process has been incredibly stressful and has monopolized most of my time looking at homes several days a week. Along with health issues I am currently dealing with and family, it's time that I resign my seat on the committee as cochair. This was not an easy decision for me, but I need to do what's right for myself at this point and my plate is full. It's not fair to the committee as they aren't and haven't been getting my all. I didn't want to send this out in an email to the entire committee before letting you both know first. I truly am saddened by this decision, I wanted to help make change here and have wanted that for such a long time. I see things progressing and changing already and would have been so proud to be a part of it all but I know, given my situation I am not now and haven't been able to give my best to it. I apologize for that. I wish you both and the committee every success and continued progress.

My Very Best,

Lana

Sent from my iPad

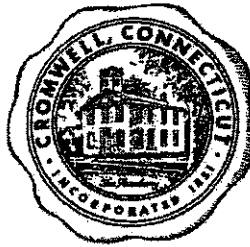
June 14, 2022

Dear Mayor Spotts:

Please consider this my letter of resignation from the Cromwell Senior Services Commission. I have been a member of the commission for nearly five years, and have served as chair for approximately two and a half years. It has been an honor and a privilege to have been a part of this commission.

Further, it has been a pleasure to work with Amy Saada, who cares deeply for the people of Cromwell. She is to be commended.

Sincerely yours,
Luella D. Landis



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

Name: DAN BRISSON
Address: (Home) 10 Fernwood Drive Cromwell, CT 06416
Telephone: 860.983.3283
E-mail Address: Briss49@hotmail.com Occupation: Construction Superintendent

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: Footbale/Multipurpose Field Committee

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.

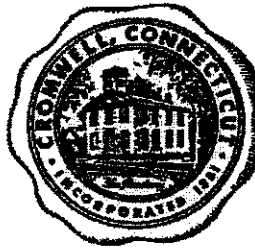
I have a strong interest in providing better
more up to date facilities for our children
and continue our strong athletics programs
from youth to high school.

Please include three (3) References with your application.

Name	Address	Phone Number
Brian Stiker	Congress Drive	860.805-2549
Ken Rozich	Shady Lane	860-916-0164
Kevin Burke	Congress Drive	860-416-8494

Signature: [Signature] Date: 6/8/22

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: Rino Ferrarese
Address: (Home) 5 Vincy Drive
Telephone: 860-930-2473
E-mail Address: rinoFerrarese@gmail.com Occupation: EVP

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: Football field committee

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.

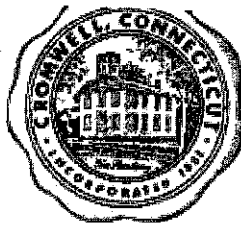
I run a company in an executive capacity. I have experience with large scale construction projects, projections, budgets and timelines. I love to volunteer my time to improve the facilities offered to the children of Cromwell.

Please include three (3) References with your application.

Name	Address	Phone Number
Michael Fedele	Stamford, CT	203-554-3040
Mark Kaczynski	Berlin, CT	860-234-9859
Alicia Lincoln	Middletown, CT	203-676-8275

Signature: [Signature] Date: 6/7/22

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: Kelly Franklen

Address: (Home) 150 Country Square Dr Apt 5131 Cromwell CT 06416

Telephone: 860-361-6160

E-mail Address: Kellyanne.Franklen@yahoo.com Occupation: Sales Director

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: Town Committee - Football / Track

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 am very interested in our Football program
as well as our overall sports programming

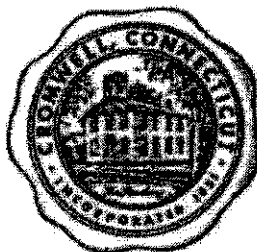
Please include three (3) References with your application.

Name	Address	Phone Number
Tom Franklin	Woodsides Rd Cromwell CT 06416	860-301-9485
Donna Franklin		860-543-1087
Drew Swiholm	150 Country Square Dr. Cromwell CT 06416	860-670-8449

Signature: [Signature]

Date: 7/8/22

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: Robert Andrew Guya Jr. (Andy)

Address: (Home) 9 Fawn Run Cromwell, CT 06416

Telephone: 860-398-0487

E-mail Address: Aguya36@gmail.com Occupation: Education

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: Football Field Committee

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 am interested because I have a son who is playing youth sports in town. I want to make improvements that will help all of Cromwell's youth moving forward.

Please include three (3) References with your application.

Name	Address	Phone Number
Mike Elfrich		860-839-4514
Jim Versetti		860-398-3460
Dan Seabra	5 Fawn Run, Cromwell	860-558-1049

Signature: Robert A Guya Jr. Date: 6/8/2022

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: Jason LeBlanc

Address: (Home) 3 Cedar Drive

Telephone: 860 853 8929

E-mail Address: leblancj561@gmail Occupation: Engineer/Project Manager/Contractor

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: Football Field Committee

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.

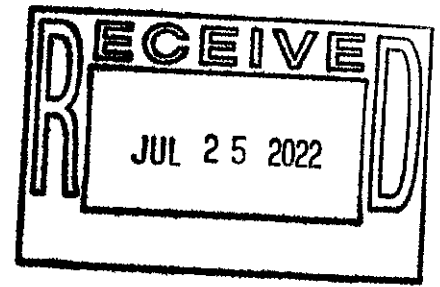
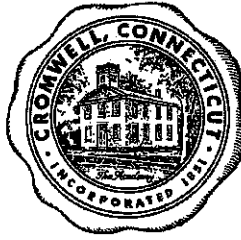
As president of the local soccer club, I am interested in promoting all sports and improving the town's facilities. I have project management & engineering experience as well as general contracting work.

Please include three (3) References with your application.

Name	Address	Phone Number
Steve Forenbach		
Scott Kierzas		
Don Brusson		

Signature: [Signature] Date: 6/2/20

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: Kelly Maher

Address: (Home) 31 River Rd.

Telephone: 860-604-7808

E-mail Address: Kmaher@cromwell.k12.ct.us Occupation: Athletic Director

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: Field Committee

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.

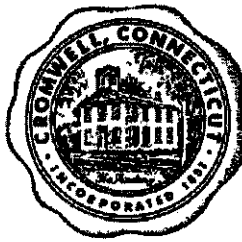
Athletic Director at Cromwell High School - team vs
use the fields

Please include three (3) References with your application.

Name	Address	Phone Number
Andrew Kucial	CHS Principal	860 539 6621
Celina Kelleher	BOE Chair	860 919 6465
Enza Macri	Cromwell Superintendent	860 632 4839

Signature: Kelly Maher Date: 7/14/2022

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: Matthew S. Zabroski

Address: (Home) 25 Sovereign Ridge

Telephone: (860) 518-7607

E-mail Address: matcheck@gmail.com Occupation: Educator

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: Football/Track Field Committee

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.

As a supporter of athletics in the town of Cromwell, and a member of the Board of Education, I have a vested interest in the potential modification of any fields in town, but especially those fields that are utilized by our student/athletes. My experience on the Board of Education, my own participation in high school athletics (football), and my ties to members of our community who will be affected by changes to our fields will allow me to contribute in a meaningful way to the work of this committee.

Please include three (3) References with your application.

Name	Address	Phone Number
Joe Artioli	29 Sovereign Ridge	(860) 227 - 3590
Adam Login	49 Fawn Run	(201) 618 - 7095
Eric Nelson	4 Pine Court	(203) 767 - 3400

Signature: 

Date: 07/10/22

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.



**Connecticut Interlocal
Risk Management
Agency**

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

CIRMA Board of Directors

Matthew Knickerbocker
Chairman
First Selectman, Bethel

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First Selectman, Guilford

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Michael Passero
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Town Manager, Avon

Herbert Rosenthal
Former First Selectman, Newtown

John L. Salomone
City Manager, Norwich

Gerard Smith
First Selectman, Beacon Falls

Mark Walter
Town Administrator, Columbia

David Demchak, ARM
President & Chief Executive Officer

July 15, 2022

Mr. Anthony Salvatore
Town Manager
Town of Cromwell
41 West Street
Cromwell, CT 06416

Re: Congratulations on Your CIRMA Members' Equity Distribution

Dear Mr. Salvatore:

Because of the sustained commitment and dedication demonstrated by our community of employees, members, board and committee volunteers, and business partners, CIRMA is better positioned than ever before. CIRMA's Members' Equity Distribution program affirms our financial fortitude and deliberate and disciplined approach to creating member value.

Over the past year, we further distinguished our many competitive advantages, disproving the assumption that one insurer is as good or dedicated as another. It remains true that CIRMA is the only provider that returns equity to its members—not shareholders.

As a testament to our commitment to you, we are pleased to present your Members' Equity Distribution check for \$52,898.

Together, we continue to redefine resiliency, dedication, service, and empathy. And when you combine the power of our shared community, aligned mission and values, and mutual goals, the results are limitless. We look forward to perpetuating and expanding our many shared successes while capitalizing on every opportunity to exceed your expectations over the next year.

Thank you for your valued partnership and for choosing CIRMA. If you have any questions regarding this distribution, please contact your CIRMA Underwriter at 203-946-3700.

Yours in community,

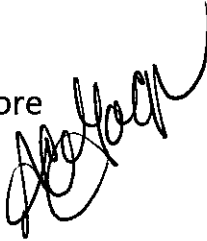
David Demchak
President and Chief Executive Officer
CIRMA

Matthew S. Knickerbocker
Chairman, CIRMA Board of Directors
First Selectman, Town of Bethel

cc: Ms. Marianne Sylvester
Ms. Sharon DeVoe

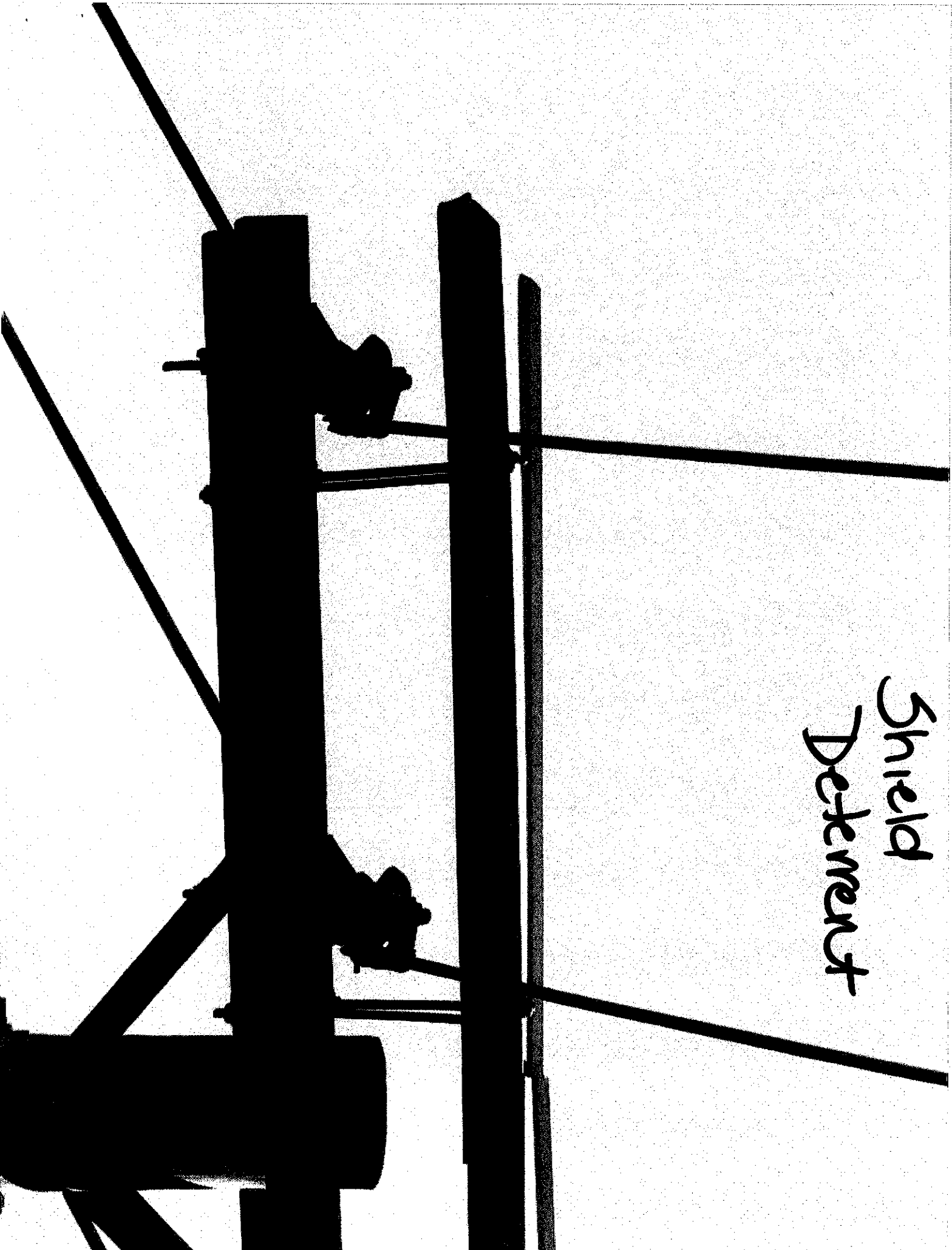
MEMO

TO: Anthony Salvatore
FROM: ACO Gagnon
RE: Osprey at Pierson Park
DATE: July 15, 2022

A handwritten signature in black ink, appearing to read 'ACO Gagnon', is written over the 'FROM' line of the memo header.

I have attached a photo of an additional deterrent for the Osprey. I am aware that this photo is on top of a utility pole, but something similar may work.

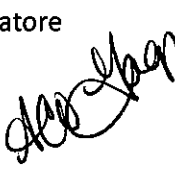
Shield Deflection





MEMO

TO: Anthony Salvatore
FROM: ACO Gagnon
DATE: July 12, 2022
RE: Osprey Nest at Pierson Park



Update on the Osprey nest at Pierson Park:

There has been lots of activity at the Osprey nest over the past few months. I have been monitoring the nest along with Jared Boulet the Audubon Steward. I have also spoken with numerous people that visit the park, that are all very excited to see that the nest is flourishing.

In the beginning of June one egg successfully hatched so there is one nestling. The male Osprey has been bringing the female fish from the river to feed her and the nestling. Over the next weeks the nestling will begin exercising its wings getting ready to fly. At that time for a brief period the young Osprey will fly to and from the nest strengthening its wings for the long flight south. Once the nestling is strong enough they will fly south for the winter. That time could be as early as the beginning of September or into the beginning of October. Since this nest was a viable nest and there was a nestling that successfully survived it is presumed that the same pair of Osprey will return to the same spot next year.

I have been informed that the town wishes to dismantle the nest when the Osprey leave and install Spikes on the lights to prevent them from nesting there next year. In my research on the installation of Spikes I do not advise the use of them. In speaking with 'A Place Called Hope' and the Audubon Society they also do not recommend them. They are inhumane not only to the Osprey but other birds that try and land on them. The returning Osprey can be impaled and or injured on them as well as other birds that attempt to land there. I have attached photos from Lorrie Shaw of the Hammonasset Audubon, of a house in Old Saybrook where Osprey were impaled on similar spikes and the fire department had to go up and remove the deceased Osprey. Due to the location of the nest in a very visible spot in the Pierson Park, the negative publicity of visitors to the park seeing impaled or injured birds on the spikes at the top of the light towers would not be good.

There are other towns in CT that have the same issue of the Osprey nesting on the lights on their fields. Although this is not an ideal safe place for the Osprey to nest as it can get hot with the lights on and depending on the type of lights used it could pose a fire risk. Unfortunately, Osprey don't know the difference, as they seek out the highest spot they can find.

The towns of Windham/Willimantic have an Osprey nest on a light structure on a ballfield. I spoke with Windham Public Works director, Don Fascio. He stated that in Rec Park, they have had a nest on their baseball field lights for at least three years. (See attached photo) Their light tower consists of a wooden pole with the lights on a metal frame. According to Mr. Fascio the lights are high heat halogen lights and to his knowledge there have been no issues with them catching fire. They do not remove the existing nest and they utilize the lights for night baseball games in the fall. He also stated that there may still be a nest at the Planes Road Park also. Mr. Fascio stated he would be willing to speak with our public works in regards to their nests and the particulars on the types of lights.

The city of New London also has a nest on a light tower at Bates Wood Park. (see attached photo) That nest has been there for 4-5 years. I spoke with Brian Sear of their public works department. They utilize their lights for night games at the park from August through October without any issue that he is aware of. He is getting back to me on the particulars of the lights on those towers.

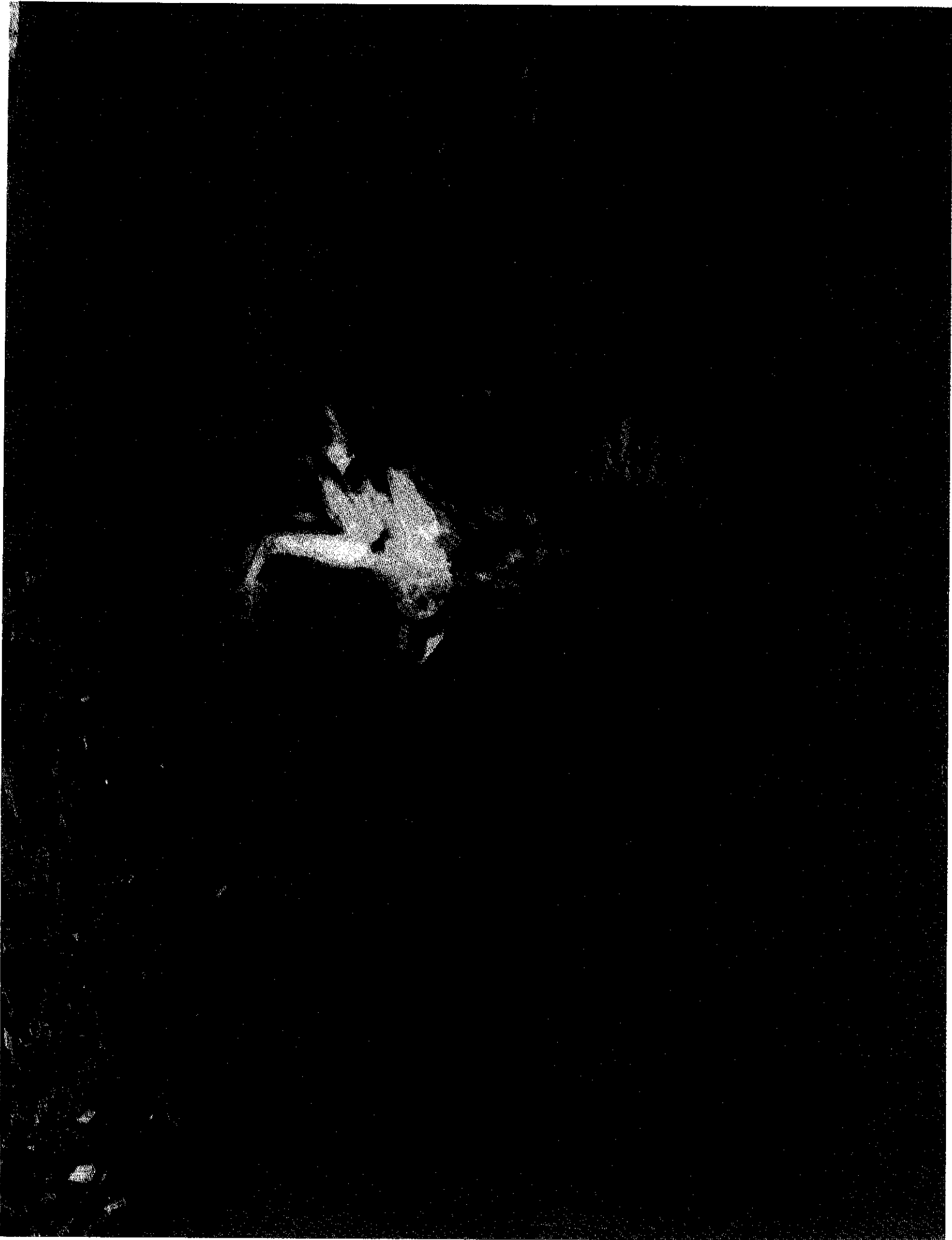
Aside from installing spikes there are other non-lethal effective ways to deter the Osprey next year. The Audubon suggested to install a slanted metal peak where the existing nest is so that when the Osprey attempt to build the nest the branches will fall off and they will be forced to build elsewhere. Osprey are persistent and if they can wedge branches in they will continue to build.

A Platform can be installed giving the Osprey another place to build the nest. I spoke with Terry Shaw of the Audubon, he is very knowledgeable on platforms as he has built over a hundred platforms around the state. In speaking with him he feels this is the best alternative. A platform would need to be higher than the existing utility poles on the street but does not need to be as high as the light tower that the nest is on now. He suggests placement of it somewhere between the two existing light towers in/along the tree line closer to the driveway to the old town garage. The cost on this option would be the cost of the utility pole and its installation. The materials for the platform itself would cost about \$250 - \$300. Mr. Shaw would be willing to construct the platform and oversee the installation at no additional cost. There is also the possibility that a platform could be constructed above the lights but that would depend on if the existing light tower could withstand the weight of the platform. Mr. Shaw is willing to speak with public works on alternatives and platforms.

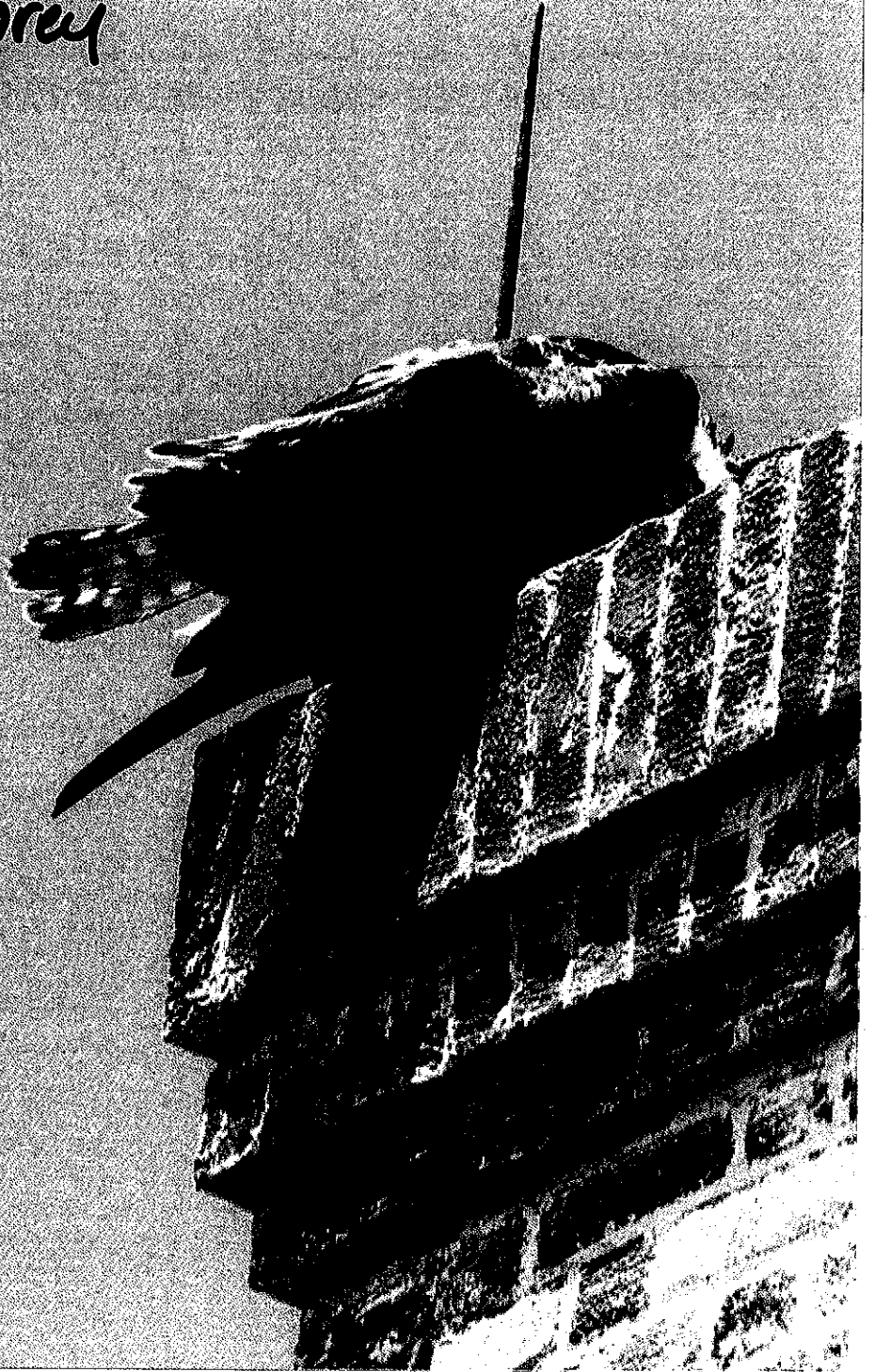
Bird Deterrent Technology's (BDT) suggests that since the one know predator of an Osprey is an Eagle they make Bald Eagle Effigies (statues) that they guarantee will work for a number of years. I attached info on pricing for those, which unfortunately is quite high.

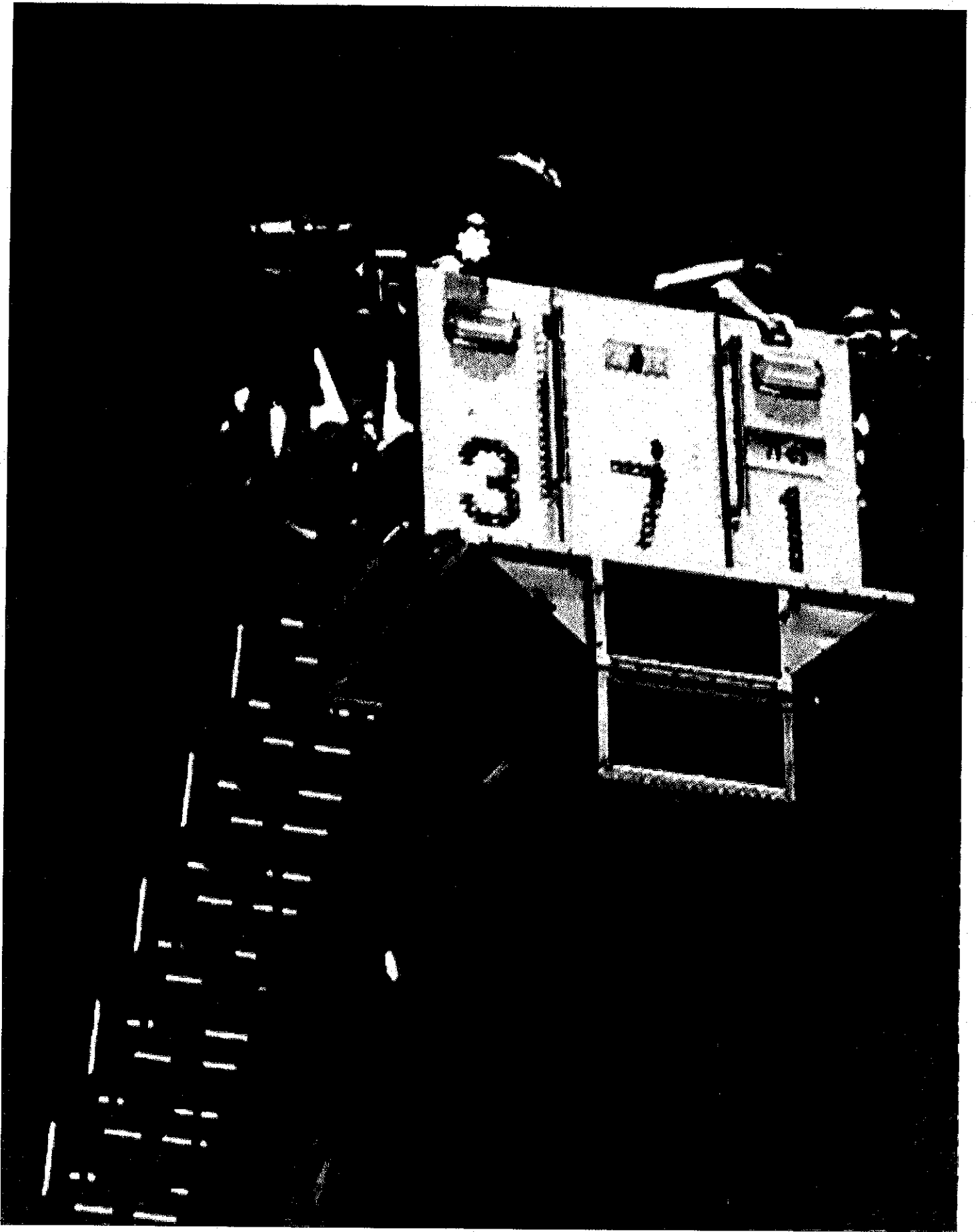
No matter what the town decides to do, until the Osprey find an alternative nesting sight, when the Osprey return next year and attempt to build on any of the existing light towers, the branches and nesting material they bring to any of the light structures, will have to be dismantled on a regular basis so that a viable nest is not constructed again. As you are aware Osprey are federally protected and once a nest is viable it cannot be destroyed.

If you have any other questions or need contact info on the resources I spoke with please let me know. I hope that the town can come to a reasonable solution to the Osprey so that all can enjoy them.



Old Saybrook CT ①
Impaled Osprey



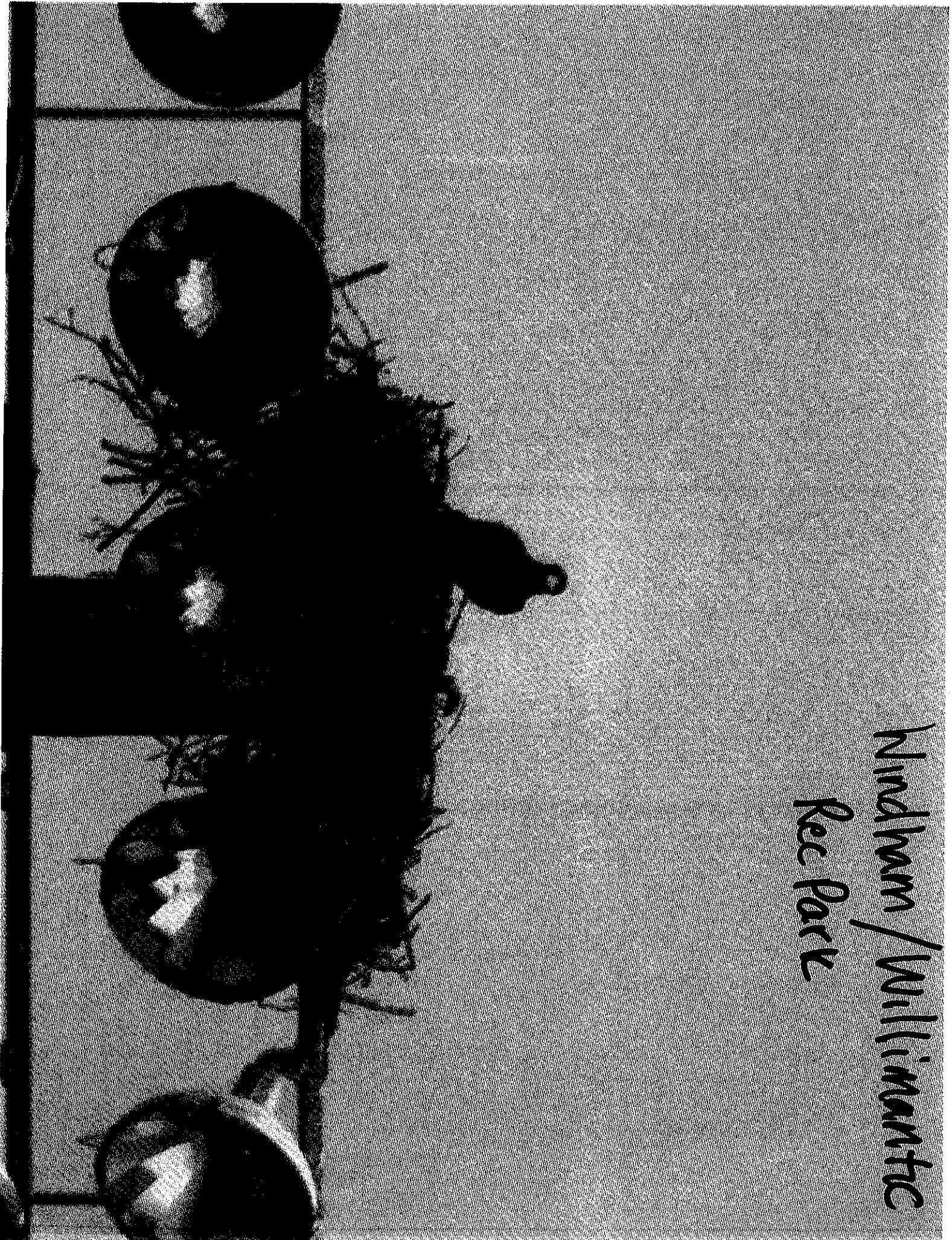


Old Saybrook ③

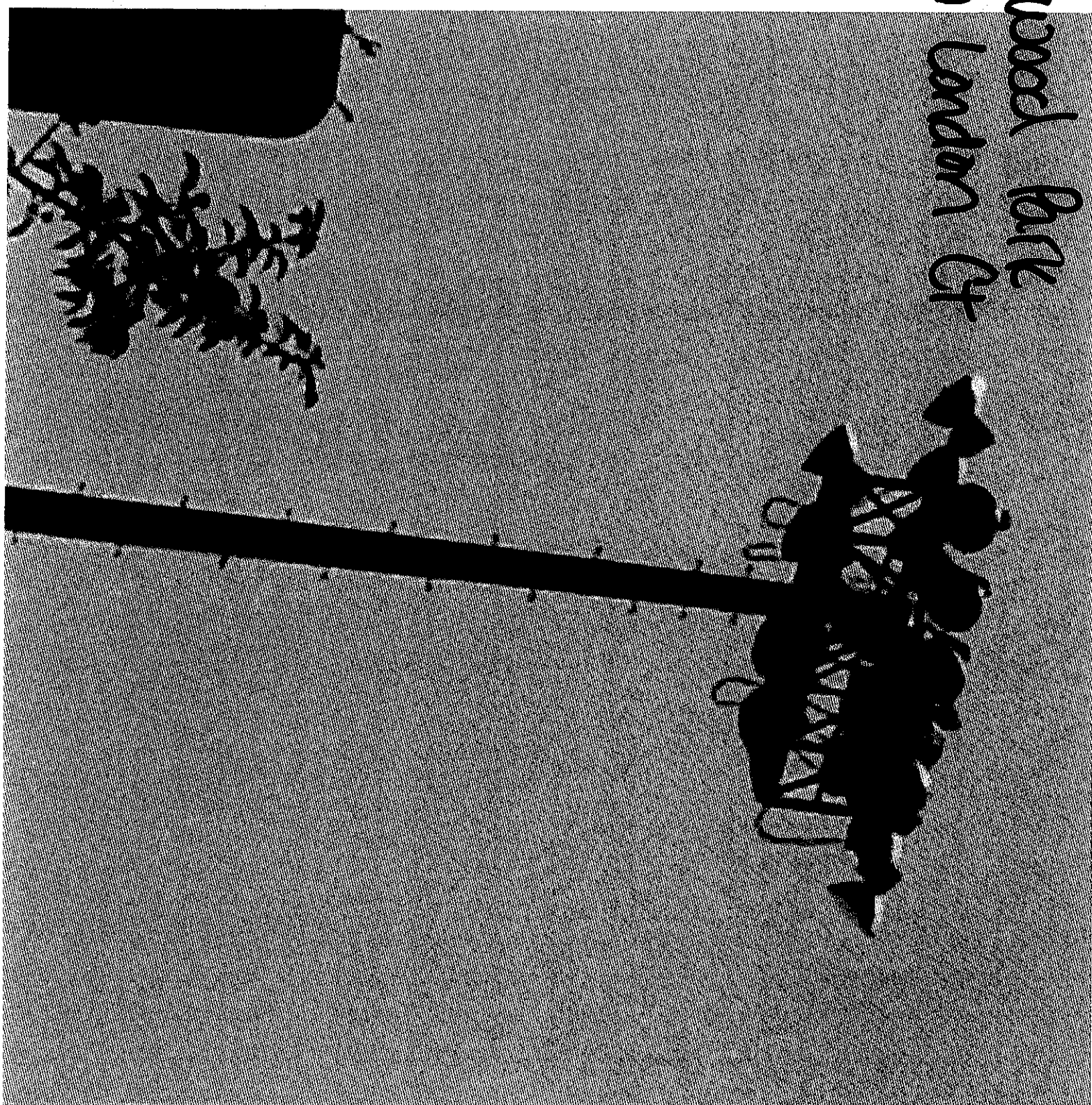
Impaled Osprey



*Hindham/Williamette
Rec Park*



Bateswood Park
New London Ct



Person Part



<https://www.google.com/maps/@41.5944921,-72.6478486,217m/data=!3m1!1e3>

From: Jennifer Adams <jadams@bdtllc.com>
Sent: Monday, July 11, 2022 6:07 PM
To: ACO Gagnon
Cc: Kaitlyn Corlew; Stephanie Randolph; Russell Adams
Subject: Bird Deterrent Technologies LLC (BDT) Information
Attachments: BDT 1 Year Warranty.pdf; BDT Info for Telecom Industry 2022 1 Year.pdf; AGL Write-up.pdf; BDT Brochure.pdf; BDT Eagle Spec Sheet.pdf; Department of Interior Osprey Nests.pdf; FWS M-Opinion memo-signed_4_11_18.pdf

Good Day Cheryl,

Thank you for reaching out and inquiring about our Osprey Deterrent. We are definitely a non lethal/ non kill company!

Below you find a little bit of information about the concept behind our product line.

Here is the breakdown on our Osprey Deterrent pricing:

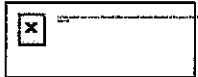
Osprey Deterrent- \$4,450.00, the price includes: pipe to pipe mounting hardware, effigy bracket hardware, signage for gate, webinar video training for your lead installer for proper placement and COP procedures. This does NOT include the installation or shipping products.

Please fill out the questionnaire below. These answers will help guide us to ensure the most accurate quote as possible. We train the installer and require them to follow our protocol and give us COP (close out package). BDT documents the placement of our products and provides the correct mounting brackets to each tower we service.

1. A copy of the most recent tower inspection report-
2. Location of tower and address
3. Name or site number
4. Tower type and height
5. How long have you had this problem, what have you tried before to rid the tower of the problem
6. Is there a current nest on the tower (Osprey towers only)
7. Do you know what your state regulations are dealing with nest removal?
8. A list of two to three of your preferred climbing companies you use. Along with the person's name and email address.
9. The purchasing company and account office contact person
10. If applicable, please provide a ship to address

If you have any other questions, please don't hesitate to reach back out to our team

Jennifer Adams
VP Marketing & Sales
Bird Deterrent Technologies
365 Sagewood Drive
Port Orange, FL 32127
386-235-2000 office
386-846-2494 cell



www.bdtllc.com

<https://www.youtube.com/watch?v=vGJg7r2at2c>

https://youtu.be/51Ej8qC3_do

<https://youtu.be/Ato4RCW38qw>