

Greetings Dr. Medeiros, Ms. Larson and members of the Policy and Strategy Committee,

I am writing in response to email I received on October 20<sup>th</sup>. Included in the email was a letter from Mr. Adam Whitlock, President of Bristol Girls Little League Softball with their request to become the sole lease holder of the McCabe-Waters Facility.

Let me start by stating that I understand Mr. Whitlock's concerns and their need to be housed within a full facility of their own. We have been operating under the revised MOU for the past two years and in that time have seemingly maintained a respectful and working relationship with each other. I have had a good relationship with Mr. Whitlock and hold him in respect.

I would like to state up front that it is our assertion at Bristol Little League that we must retain a lease on the facility at McCabe-Waters. There's obvious sentimentality, nostalgia, and history there. However, more importantly there is need. We are asking to extend the MOU into a new lease agreement or at the very least retain lease on the Robert Casey Field House Building, Field 1 (Frasier Field), Shared usage of the pavilion, batting cages and retention of the equipment sheds on property.

Mr. Whitlock's letter held some suppositions as to what we currently have access to as fact.

I won't rebut everything line-by-line but, would like to bring some context to a few of them that I feel are important to the discussion. For full disclosure, I went over these points in a meeting with Mr. Whitlock on October 31<sup>st</sup>.

**Field Usage and Availability:**

- While both little leagues support ages 4/5 thru 16, Bristol Little League in its three years of existence has been home to between 425-450 players in our spring season and 225-250 players in our fall season. Those players cannot all play on the same sized fields. In fact, there are only TWO fields we have unlimited access to that support play from ages 4-12. Those are Watson Field at Peck Park and Frasier Field at McCabe-Waters. The field behind Watson (Peck Field) and the reduced size field beyond the batting cages are used for our TeeBall-AAA divisions. The fields at Greene-Hills School are a softball diamond and a full-sized diamond (ages 13-16). Those fields haven't been used for more than practice since they haven't been regularly maintained and constitute a hazard for game play.
- Peck Field by the tennis courts at Peck Park is still undergoing renovation to bring it up to the standard of the field it was swapped for (Field 2 at McCabe). Field 2 was routinely used for all little league levels of play including District tournament games (and still is for softball) but, in its current state Peck Field isn't suitable for majors games or district tournament games.
- It was stated that we have access to six fields at the A. Bartlett Giamatti Eastern Regional Facility. We do not. BLL only has limited access to four fields. One field is on Board of Education property at Edgewood Pre-K Academy outside of the little league complex. That field is solely used by the district Little League Challenger Division. The other is

Barnes Field a full-sized field (60 foot pitcher's mound, 90 foot bases) used by solely by our 13-16 year old players.

- Breen Field is the only field that Bristol Little League has access to with lights. Unlike the softball field at Rockwell Park, the use of Breen Field is limited and conditional to the needs of Eastern Region. Having a field with full access to lights can double the number of games played on any evening (5:30-9:30). Bristol Little League's use of Breen Field amounts to three days a week in season and for only the total of two months. Breen Field's usage is guarded due to the nature of the Softball and Baseball Tournaments. We generally do not get access to Breen until early April and lose access at the end of May. Once access is removed, we will not be able to use Breen Field again for the remainder of the calendar year.
- Access to Eastern Regional fields 2-4 are also conditional as are the batting cages. Eastern Region begins to close those fields to BLL by the end of May and by early to mid-June we no longer have access to the facility until September. Which leaves us to use three fields for District and other post-season Tournament Teams to hold practices along with hosting District and post-season tournaments.
- The Upstairs Scorers Room of the Field House at McCabe is not only the scorer's room but, is used as the equipment storage facility for 24 teams in our TeeBall and Single A divisions. These divisions serve our youngest players and families and as such they don't usually have the same amount of personal equipment as older players do. Without that space we would currently have no place to store that equipment without taking on expense for additional space.

#### **Concessions:**

- It was noted that we retain the use of three concession stands as well for a source of revenue. Unfortunately, we do not have any access to the concession stands at The Eastern Regional Complex. That stand is under permit by Regional to an outside entity and they do not allow volunteers inside the building due to their rights as the permit holder. We have run concessions at both McCabe and Peck Park with limited success as this past season was the first where we turned a small profit.

#### **Bathrooms:**

- I will recognize that the bathrooms are a point of concern for all who participate at McCabe-Waters. It has the highest traffic out of any of the three facilities and has been a challenge to maintain. We recognize the opportunity to improve in this area. There are also some mitigating factors in that the storm drain outside of the concession stand is clogged and any measurable rain fall causes it to back up and fill the first floor of the field house with 2-3 inches of water on average. All the rain we received this year only exacerbated the issue. This has led to damage, loss of product and risk of unsanitary conditions.

I do believe we can continue to co-exist and support each other and our families. It's my hope that we can still retain the lease as previously laid out and rectify some of the pain points described by Mr. Whitlock. There are bound to be some concessions from each party, and we are willing to discuss those from our side during the meeting.

Thank you for your indulgence and we look forward to discussing further on November 13<sup>th</sup>.

Regards,  
Scott Lodge  
President, Bristol (CT) Little League  
[president@bristolctl.com](mailto:president@bristolctl.com)

## A G R E E M E N T

AGREEMENT made this \_\_\_ day of \_\_\_\_\_, 2023 by and between the CITY OF BRISTOL, (hereinafter called the "CITY") a municipal corporation having its territorial limits within the County of Hartford and State of Connecticut, and Bristol Little League, (hereinafter called the ("BLL") a corporation organized under the laws of the State of Connecticut and having its office in the City of Bristol, County of Hartford and State of Connecticut:

### W I T N E S S E T H:

1. In consideration of the annual payment of \$2.00 payable in advance of the first day of January 1, 2024 and annually thereafter and other good and valuable consideration, the CITY grants to said BLL the license, right and privilege to use certain City property, as hereinafter described, for purposes of conducting athletic practice, t-ball and instructional activities related to the game of baseball.

2. These activities shall be conducted on that portion of City property known as:

Peck Park

which shall include the exclusive right to park on the parking areas designated exclusive parking during the time that BLL is conducting activities, and the non-exclusive right to park at any time in the non-exclusive parking area and the non-exclusive right to park in the exclusive parking area when BLL is not conducting activities

and more particularly shown on a map entitled: See Attachment A

3. The term of this Agreement shall be as follows:

- Three (3) years commencing on January 1, 2024 until December 31, 2026.
- Three (3) months prior to the commencement of the Licensing Agreement or it's renewal, BLL shall submit to the Board of Park Commissioners a letter of intent requesting renewal and a list of capital improvements made to BLL since January 1, 2020. An updated list shall be submitted at each licensing renewal and it shall be approved by the Board of Park Commissioners.
- The purpose of this list is to reimburse BLL a fair and equitable amount should the City decide not to renew the Licensing Agreement.
- If the Licensing Agreement is not renewed by the City, the Board of Park Commissioners shall reimburse BLL the costs of the improvements as previously submitted to the Board less the depreciation of the improvements. The reimbursement figures shall be the cost less 10 years straight line depreciation leaving a net balance due to BLL. (For example: if a scoreboard were installed at a cost of \$10,000 in 2020 and

the City did not renew the Licensing Agreement in 2023, then the City would reimburse BLL \$7,000. (\$10,000 less \$3,000 depreciation @ \$1,000/yr)

4. It is mutually agreed that BLL shall not have, nor acquire, any title to said premises, or to fixed improvements constructed or to be constructed thereon; and, at the termination of this Agreement shall have no cause, right or claim against the CITY and shall then peaceably vacate said premises; provided however, BLL right to pro-rata reimbursement, as set forth hereinabove, shall remain and be honored in the event this Agreement is cancelled during its term, by act of the CITY.

5. BLL agrees to observe the following conditions:

(A) BLL shall, at its own expense, maintain the field(s), parking area(s), in clean, safe and good condition at all times in compliance with the Board of Park Commissioners Maintenance and Upkeep Standards Policy and promptly comply with reasonable requests of the Board of Park Commissioners, in case the Board cites any breach of this obligation. This commitment shall include the erection of restrictive barriers and chain-link fences to prevent uncontrolled access to the field (s).

(B) BLL will not permit motoring equipment or vehicles to enter the area other than maintenance or emergency vehicles, and agrees to repair any damage that such use may cause.

(C) BLL shall not make alterations to the area, parking area (s) nor construct any structure thereon without written permission of the Board of Park Commissioners. Future improvements such as storage sheds, bleachers, scoreboard or similar items shall not commenced without the written consent of the Board of Park Commissioners, and applicable land use agency approvals.

(D) BLL shall arrange, at its expense, for disposal of trash and shall pick up all litter, etc. generated by events and activities conducted by BLL no later than one (1) business day following such event.

(E) BLL, at its expense, shall take reasonable and timely measures to maintain public order, peace and quiet, during its activities, including arrangements for a suitable medical, police and firefighter presence as may be indicated, or become apparent, for and during such activities.

(F) BLL agrees to comply with applicable CITY ordinances, State and Federal statutes and shall require that their members, guests and patrons do the same.

(G) BLL shall provide the Board of Park Commissioners with a written schedule of events which shall conduct or sponsor prior to each calendar quarter and shall provide ten (10) day's written notice of change in said schedule.

(H) It is expressly understood that this Agreement does not grant exclusive rights to BLL for use of the field (s). The CITY expressly retains the rights to use or allow its designees to use said premises for baseball/softball and / or similar uses throughout the term of this Agreement, provided that BLL has no scheduled program, event or contest at such time.

(I) BLL has no right to sell or assign any rights granted under this Agreement.

(J) BLL agrees and covenants to save and keep the CITY, its employees, officers, agents and servants harmless from any and all claims, liability and legal action as may arise from the use of said premises, and to indemnify the said CITY, its employees, officers, agents and servants at all times against any liability, loss, damage, and cost of expense resulting from any injury, loss, damage, accidents or disasters to any persons or property (whether of the public or the employees or agents of BLL or of said CITY or of other persons) occurring on or about said premises, whether due in full or in part to any act or acts of negligence on the part of BLL, its employees, agents, or servants. BLL agrees that it will at all times during the term and duration of this Agreement. At its own expense, keep insured against all liability and expenses with insurance policies written by responsible insurance company lawfully doing business in the State of Connecticut and satisfactory to the CITY. Each and all such policies and insurance shall not contain any provisions under which the liability of the insurance company or companies shall be limited or reduced on account of insurance carried by the CITY. Such policies shall provide that they cannot be cancelled except underwritten notice to the CITY at least ten (10) days prior to the effective date of cancellation. The provisions of said policies and insurance shall be in a form, amount, and substance satisfactory to the City and the Comptroller of the City of Bristol, and a certificate or certificates of insurance shall be delivered to the CITY prior to the effective date of such policies. The CITY shall be named as an additional insured on all said policies and insurances as designated by the Comptroller of the City of Bristol. BLL further agrees to provide the City with a Certificate of Insurance for any Worker's Compensation Insurance that is required by the General Statutes of the State of Connecticut. It is expressly understood that BLL shall not conduct any activity or events or use said premises unless and until all required insurances have been obtained, furnished to the CITY and approved by the CITY hereinbefore provided.

(K) It is further agreed that if BLL violates any of the provisions of this Agreement, then this Agreement shall thereupon, by virtue of this express stipulation therein expire and terminate and BLL privilege to operate or use said premises shall be automatically forfeited. The CITY shall give BLL 30 days written notice of any breach of

this obligation and BLL shall have 30 days from the date of receipt of notice to cure said breach.

6. Notice shall be sent to the parties at the following addresses:

The Honorable Jeffrey Caggiano, Mayor  
City of Bristol  
111 North Main Street  
Bristol, Connecticut 06010

Bristol Little League  
c/o Scott Lodge, President  
46 Noel Lane  
Bristol, Connecticut 06010

or to such other addresses either party shall designate from time to time.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and to duplicate of the same tenor and date this \_\_\_ day of \_\_\_\_\_, 2023.

WITNESSES:

CITY OF BRISTOL

\_\_\_\_\_  
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\_\_\_\_\_  
By: Mayor Jeffrey Caggiano, Mayor  
Duly Authorized by Resolution dated  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Bristol Little League

\_\_\_\_\_  
By: Scott Lodge, President  
Duly Authorized by Resolution dated  
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