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Editor
Connecticut Post

Dear Editor:

After almost thirty years in public life, I am compelled to write my first letter to the Editor for the purpose of setting the record straight concerning Josie Cicerale. As the Town Attorney for Stratford, I am saddened to note that the reporting and the resulting editorial are based upon a gross distortion of the actual factual record.

Let me start with the undisputed facts concerning the claim of Mrs. Cicerale. The much reported accident involving Officer LoSchiavo occurred on June 6, 2009. On July 13, 2009, Mrs. Cicerale submitted her claim to the Town for \$500 representing the deductible on her auto insurance policy. The insurance company which had been in contact with the Town was prepared to file a subrogation claim with the Town after paying Mrs. Cicerale. This is a normal and acceptable method of resolving property damage claims.

Pursuant to the Town Charter, the Mayor does not resolve claims, that authority is conferred upon the Town Council. To the extent it has been reported that the Mayor referred Mrs. Cicerale to the Town Council, the Mayor was merely following the Town Charter. The Town Council has a process in place for dealing with claims. The Town Council has created a Finance and Claims Committee that has the authority to resolve all claims under \$2,500. The Committee meets regularly and was the appropriate body to approve Mrs. Cicerale's claim for her insurance deductible.

However, on August 10, 2009, Mrs. Cicerale appeared at the Town Council public forum and now stated that she did not want to go through her insurance company and that the total

claim for repair was \$811. She further stated that she was not pursuing any other claim against the Town.

Council Chair Henrick, in an effort to assist Mrs. Cicerale, entertained a motion to waive the rules to add her new \$811 claim to the agenda of the Town Council meeting held that very night. The motion was passed unanimously without a negative comment from any member of the Town Council or the Mayor.

The Town Council then approved the \$811 claim for the exact amount requested by Mrs. Cicerale, contingent upon Mrs. Cicerale executing a full release.

Within days of the approval, Mrs. Cicerale now sought an additional unknown amount to repair her car and further refused to sign the release, contrary to her statements at the public forum.

Her auto was then repaired at Hanson Auto Body. The Town authorized the repairs and provided a rental car for Mrs. Cicerale.

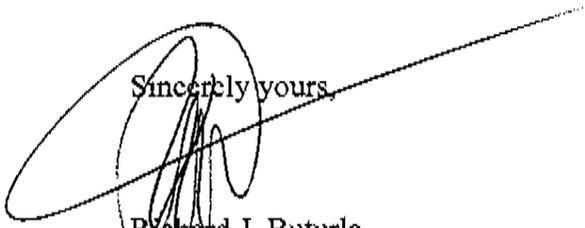
On August 24, 2009, the Finance and Claims Committee met at its regularly scheduled meeting and unanimously approved the claim in the amount of \$1,246.57, which included the repair and the use of the rental car. She had assigned her property damage claim to Hanson Auto Body and Hanson Auto Body agreed to execute a release of all property damage claims in favor of the Town.

The undisputed record is that Mrs. Cicerale changed her mind three times regarding the amount of the claim; whether it was to be processed in conjunction with her insurance company; and whether and to what extent she would execute a release. Finally, she did not even submit a claim – any claim until July 13, 2009.

The Town Council, the body with jurisdiction over claims and the administration cooperated fully and attempted to meet her changing demands throughout the entire process. Despite the multiple changes by Mrs. Cicerale, the entire process was resolved in slightly over one month, with the Town providing use of a rental car.

It is rather disappointing that these case facts were ignored at best, or at worst, selectively omitted from the reporting concerning the matter. Facts are stubborn things. For the record, the Town, both Town Council and the Mayor's administration acted expeditiously and responsibly concerning this matter.

Sincerely yours,



Richard J. Buturla
Stratford Town Attorney