FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886

PHONE: 860-442-0553
www.waterfordct.org

AGENDA
BOARD OF SELECTMEN REGULAR MEETING
November 14, 2022
5:00 PM
Waterford Town Hall (Appleby Room)

(Procedural Action: Check register to be signed by the Board of Selectmen in accordance with CGS 7-83)

1. **Call to Order & Roll Call**

2. **Pledge of Allegiance**

3. **Public Comment:**

4. **Planning and Zoning Department:** To consider and act on the following request for an Out of Series Transfer from the Planning Director, Abby Piersall in the amount of $35,000 due to vacancy in the Building Official position.

5. **Finance Department Bid Award-23107B Pacific Triangle Park Demolition:** To consider and act on a recommendation from Rawle Dummett, Purchasing Agent, on behalf of the Planning Department to award the contract to Spectrum Environmental LLC in the amount of $26,289.65. Funds will available in line item 23507-55018.

6. **Emergency Services:** To consider and act on a recommendation from the Director of Emergency Management, Steve Sinagra for the Town of Waterford to complete the application for the FY22 Emergency Management Performance Grant (EMPG) and to authorize the First Selectman to sign on behalf of the town, if approved, the Board of Selectman would need a resolution from the Town Clerk prior to submittal.

7. **Appointments & Resignations:**

7a. To consider and act on the appointment of Timothy Conderino to the Planning & Zoning Commission for the term of 11/15/22-11/14/27.

8. **Police Department:** To consider and act on a recommendation from Chief of Police, Marc Balestracci, to approve the Shoreline Traffic Accident Reconstruction Team (START) Inter-local Agreement and forward on to the RTM for approval.

9. **Unfinished Business:**

10. **New Business:**

11. **Old Business:**

12. **Correspondence:**

13. **Consent Agenda:**

14. **Adjournment:**

4

TOWN OF WATERFORD
TRANSFER REQUEST FORM

FY23

Out of Series Transfer Request

Building
DEPARTMENT

Line No.	Org. Code	Object Code	Object Description	APPROVED Budget Amount	CURRENT Available Budget	ACCOUNT INCREASE	ACCOUNT DECREASE	REVISED Available Budget
1	10118	51120	Salary (Inspection)	174,632.00	152,855.00		(35,000.00)	117,855.00
2	10118	52030	Professional Services	750.00	0.00	30,000.00		30,000.00
3	10118	52050	Dues, Conferences, and Education	5,480.00	2,086.00	5,000.00		7,086.00
4								0.00
5								0.00
6								0.00
7								0.00
8								0.00
9								0.00
10								0.00
								0.00
								0.00
					TOTAL	35,000.00	(35,000.00)	

Explanation

Due to the vacancy of an Assistant Building Official position, there is a surplus of funds in the salary line for inspection services. Funds are needed for on-call plan review and inspection services (professional services) to support timely issuance of building permits in the absence of a fully staffed department. The cost to purchase updated code books, RS Means materials (for verifying construction cost estimates for building permit fees and FEMA compliance), employee training, and Building Official certification maintenance exceed the approved budget in this line (Dues, Conferences, and Education) for FY23.

Department Head — Date 10/27/22

Director of Finance (Kim Allen) — Date 10/28/22

First Selectman — Date

Commission/Board Approval — Date

revised 9/9/20

FOR 2023 13

ACCOUNTS FOR: 101 GENERAL FUND

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	% USED
52030 PROFESSIONAL FEES							
10118 52030 PROFESSIONAL FEES	750.00	750.00	189.15	0.00	560.00	0.85	99.9%
52040 SERVICE CONT AND REPAIRS							
10118 52040 SERVICE CONT. AND REPAIRS	3,303.00	3,303.00	816.60	0.00	1,111.07	1,375.33	58.4%
52050 DUES CONFER							
10118 52050 DUES,CONFERENCES & EDUCAT	5,480.00	5,480.00	1,026.64	0.00	0.00	4,453.36	18.7%
53010 OFFICE SUPPLIES							
10118 53010 OFFICE SUPPLIES	1,400.00	1,400.00	1,066.36	0.00	0.00	333.64	76.2%
53090 FUELS AND LUBRICANTS							
10118 53090 FUELS AND LUBRICANTS	893.00	893.00	165.99	0.00	0.00	727.01	18.6%
54060 OFFICE EQUIPMENT							
10118 54060 OFFICE EQUIPMENT	612.00	612.00	0.00	0.00	0.00	612.00	.0%
TOTAL BUILDING DEPARTMENT	316,641.00	316,641.00	61,105.05	0.00	1,981.27	253,554.68	19.9%
TOTAL GENERAL FUND	316,641.00	316,641.00	61,105.05	0.00	1,981.27	253,554.68	19.9%
TOTAL EXPENSES	316,641.00	316,641.00	61,105.05	0.00	1,981.27	253,554.68	

5

Finance Department

Memo

To: The Board of Selectmen

From: Rawle Dummett

CC: Kim Allen

Date: November 7, 2022

Re: Bid Award – Bid#23-107b Civic Triangle Park ADA Revitalization-Demolition

Dear Mr. Brule:

Proposals for the above mentioned bid were opened on November 7th 2022 by Paul Koelle and I with the attached results. After careful review of proposals, it is determined that Spectrum Environmental LLC. is the lowest qualified bidder able to complete this project.

I therefore respectfully seek the Board's approval to award the contract to Spectrum Environmental LLC. for $26,289.65.

Funds will be available from Line Item 23507-55018 Civic Triangle Park ADA Revita.

Sincerely

Rawle Dummett
Purchasing Agent,
Town of Waterford

INTER-OFFICE MEMORANDUM TOWN OF WATERFORD

To: Rawle Dummett, Purchasing Agent

From: Gary J. Schneider, Director of Public Works

Date: November 8, 2022

Re: Animal Shelter Demolition

The Purchasing Agent went out to bid for the demolition of the Animal Control shelter at 200 Boston Post Road. We received 2 bids.

Bid were received from the following:

Bestech Inc.	$35,000.00
Spectrum Environmental	$26,289.65

The Building Maintenance Department reviewed the bid and called references and find Spectrum Environmental to be the acceptable contractor.

Please process the paperwork so this can go before the Board of Selectman at their next regular meeting.

Bid Tabulation Sheet Bid#23-107b CIVIC TRIANGLE PARK ADA REVITLIZATION- DEMOLITION November 7, 2022 @10:00 am		
Vendor	**Bid/Pricing**	**Notes**
BESTECH	**$35,000.00**	
SPECTRUM ENVIRONMENTAL LLC.	**$26,289.65**	

Invitation to Bid

BID#23-107b Civic Triangle Park ADA Revitalization-Demolition

SCOPE OF WORK

1 The Town of Waterford (Town) is requesting sealed bids from licensed and qualified Firms (contractor, bidder) to provide building demolition services for the removal of an approximately 1,200 SF single story concrete block building and associated work located at 41 Avery Lane, Waterford, Connecticut 06385. Hazardous material abatement, which includes asbestos and regulated items, is part of this project. The contractor shall be responsible for transport and disposal of all materials to include hazardous materials with proof of chain of custody from the demolition to the disposal site.
The contractor shall provide all personnel, equipment, materials, tools, transportation, supervision, insurance and labor as may be required for demolition, removal and disposal of an approximately 1,200 SF single story concrete block building, chain link fencing, posts/concrete bases, concrete slab and any footings, capping of water and sewer lines and the removal of the septic tank. Any excavation holes will be filled with clean bank run gravel. The Town will loam and seed the disturbed areas. Contractor engaged in project activity at the site will comply with applicable provisions of the Occupational Safety and Health Act of 1970, the safety and health requirements set forth in Occupational Safety and Health Administration regulation 29 CFR 1910.120, where applicable, and any applicable Federal, State, Town or local safety codes. The Contractor will be responsible for supplying and utilizing necessary equipment required for safety precautions for the Contractors and subcontractors' employees engaged in this project.

All permits and Insurance Policies are the responsibility of the Contractor and shall be supplied to the Town of Waterford prior to commencement of work.

FEE PROPOSAL FORM

BID#23-107b Civic Triangle Park ADA Revitalization-

BIDDER: Spectrum Environmental LLC **Demolition**

NAME *Spectrum Environmental LLC*

ADDRESS 16 Hamilton Street
West Haven, CT. 06516

To: Rawle Dummett, Purchasing Agent

Project: **Bid#23-107b Civic Triangle Park ADA Revitalization-Demolition**

We propose to perform the work described in the Contract Documents for Entire Project – for the Total Cost of:

$ 26,289.65
Twenty Six Thousand Two Hundred Eighty Nine Dollars and Sixty Five Cents
(written figure)

PLEASE PLACE THIS FORM AT THE FRONT OF YOUR SUBMISSION

BID#23-107b
Civic Triangle Park ADA Revitalization-Demolition
Town of Waterford

Proposal of Spectrum Environmental LLC hereinafter called "BIDDER"

*a corporation of the State of Connecticut

*a partnership, or

*an individual doing business as

To the Town of Waterford, Connecticut

Gentlemen:

The undersigned hereby declares that no person or persons other than those named herein are interested in this proposal or in the Contract proposed to be taken; that it is made without any connection with any other person making any proposal for the same work, and is in all respects fair and without collusion or fraud; that no person acting for or employed by the Town of Waterford is directly interested therein, or in the supplies or works to which it relates, or in any portion of the profits thereof; that it is understood that the Town, its agents and employees are not to be in any manner held responsible for the accuracy of, or bound by, the estimates or borings or plan of borings relative to the work and appearing on plans or in the foregoing notice; and that all such estimates, etc., are to be considered solely for the purpose of filling out and comparing the several proposals.

The undersigned further declares that he has carefully examined the Information For Bidders, Contract documents, including the Plans and Specifications, and has inspected the site and will contract to provide all necessary tools, apparatus and implements, freight, cartage, and expense, and to do all the work and furnish all the materials necessary in the manner and upon the conditions specified and upon the following terms at the prices specified on the following pages.

The undersigned agrees to furnish satisfactory bonds and insurance as required by the General Conditions, the Information for Bidders and by the Supplementary Conditions, and to execute within 30 days after notice of the award, a formal contract with the Town of Waterford for the fulfillment of this proposal, and it is agreed that in case of failure on the part of the undersigned to do so, the certified check or bid bond deposited herewith shall be forfeited to the Town of Waterford as liquidated damages for such failure.

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in written NOTICE TO PROCEED of the OWNER and to fully complete the project in strict compliance with the Contract Documents within 90 consecutive calendar days thereafter as stipulated in the specifications. BIDDER further agrees to pay as liquidated damages, the sum of $100 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 15 of the Information for Bidders.

BIDDER acknowledges receipt of the following addendum:
*Site inspection sheet posted 10/25/22 web (No Addendum #)

The undersigned further agrees, in case of a corporation or fictitious trade name, that an acceptable certificate will be filed showing the proper officer or person authorized to sign said contract.

Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

The unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

The bid Security attached in the sum of:
N/A, Bid under $50,000.00 dollars ($ N/A)

is to become the property of the Owner in the event the Contract and Contract Bonds are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all requirements of the Plans and Specifications.

1. Have been in business under present business name: 5 years.

2. Ever failed to complete any work? NO

3. List the more important contracts recently completed by you, stating approximate cost for each, and the month and year completed.

   a. Location Groton Water Treatment Facility Abatement and Select Demo

      Project/Phone# Jeff Ploszay 203 410 3657

      Engineer/Phone# Geoff Dean 860 622 9056

      Completion Date 06/2022

      Amount of Contract $2,992,069.00

   b. Location Enfield CT Former AAA Building Abatement & Demo

      Project/Phone# Brian Lefevre 203 464 3959

      Engineer/Phone# Michael Kostruba 860 817 2413

      Completion Date 08/2022

      Amount of Contract $188,541.00

   c. Location New Haven CT Cornell Scott Abatement & Demo

      Project/Phone# Ed Fitzgerald 203 668 3354

      Engineer/Phone# James Twitchell 203 554 1249

      Completion Date 08 /022

      Amount of Contract $153,300

4. Bank Reference/Phone# Citizens Bank, Orange CT.

FIFTEEN ROPE FERRY ROAD

WATERFORD, CT 06385-2886

TOWN OF WATERFORD NON-COLLUSION STATEMENT

"The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid."

We understand that this proposal must be signed by an authorized agent of our company to constitute a valid proposal.

Date: 10/28/2022

Name of Company: Spectrum Environmental LLC

Name and Title of Agent: Keith Godreau

By (SIGNATURE):

Address: 16 Hamilton Street,

West Haven, CT. 06516

Telephone Number: 203-932-2992

Form B
01-13-2016

STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION – Representation by Entity

For Contracts Valued at Less than $50,000

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut, valued at less than $50,000 for each year of contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF ENTITY:

I, _____, Estimator, of Spectrum Environmental LLC
(Authorized Signatory) (Title) (Name of Entity)

an entity duly formed and existing under the laws of Connecticut
(Name of State or Commonwealth)

represent that I am authorized to execute and deliver this representation on behalf of

Spectrum Environmental LLC and that Spectrum Environmental LLC
(Name of Entity) (Name of Entity)

agrees to comply with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

_____ 10/28/2022
(Authorized Signatory) (Date)

Keith Godreau
(Printed Name)

CONTRACTOR INFORMATION SHEETS

The undersigned certifies the truth and correctness of all statements and of all answers to questions made hereinafter.

Submitted By: Keith Godreau

Company name : Spectrum Environmental LLC

Address: 16 Hamilton Street, West Haven, CT. 06516

Phone: 203-932-2992 Email: kgodreau@spectrum-env.com

ESTABLISHED: 07/2018
(Month) (Year)

State of Connecticut Contractor License # D-1966
Asbestos Abatement Contractor Certification License# 879

TYPE OF ORGANIZATION: *(Circle One)*

A) Individual B) Partnership C) Corporation (D) LLC

E) Other _____
(Specify If Applicable)

FORMER FIRM NAME(S) YEARS IN BUSINESS (If different from above applicable)
Asbestos Abatement Insulation Services 08/18/1986-08/01/2018 (32 Years)

YEARS OF WORK IN RELATED FIELD:
(Described Any Related Work)
36 years performing abatement and demolition

USE OF SUBCONTRACTORS:
To provide all the services listed in the specifications, would any services be handled by subcontractors? No *Yes/No* If "Yes", please explain for what parts of project:

Please list all Subcontractor Name(s) and License # (s):

State of Connecticut

Department of Administrative Services

Office of State Fire Marshal

This Certificate is issued in Accordance with Connecticut General Statute's section 29-402 inclusive, by the Commissioner of the Connecticut Department of Administrative Services, which is non-transferable to:

AAIS A DIVISION OF SPECTRUM ENVIRONMENTAL LLC

Licensed as a

DEMOLITION CONTRACTOR

Located at

16 HAMILTON STREET PO Box 26066 West Haven, CT 06516

License No: DMCR.001966
License Class: Class A
Designated Technical Expert:
Joseph Villano

Issuance Date: **01/01/2022**
Expiration Date: **12/31/2022**

Class A License is required for the demolition of any structure or portion thereof greater than two and one-half stories or 35 feet in height.

Class B License is required for the demolition of any structure or portion thereof equal to or less than two and one-half stories or 35 feet in height.

Josh Geballe

Josh Geballe
Commissioner

SPECTRUM ENVIRONMENTAL LLC
4000 TRIANGLE LN STE 160
EXPORT, PA 15632-9306

Dear Certified Professional: This is your validated certificate for the coming year. Should you have any questions about your certificate, please email oplc.dph@ct.gov.

Department of Public Health
P.O. Box 340308
Hartford, CT 06134-0308
ct.gov/dph/license

Sincerely,

Manisha Juthani, MD
Commissioner

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
THE INDIVIDUAL NAMED BELOW IS CERTIFIED BY THIS DEPARTMENT AS A
Asbestos Contractor
ACTIVE

SPECTRUM ENVIRONMENTAL LLC

CERTIFICATE NO.
879
CURRENT THROUGH
11/30/2022
VALIDATION NO.
18085642

SIGNATURE
COMMISSIONER

EMPLOYER'S COPY
STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
NAME
SPECTRUM ENVIRONMENTAL LLC

VALIDATION NO.	CERTIFICATE NO.	CURRENT THROUGH
18085642	879	11/30/2022

PROFESSION
Asbestos Contractor
ACTIVE

SIGNATURE
COMMISSIONER

INSTRUCTIONS:
1. Detach and sign each of the cards on this form
2. Display the large card in a prominent place in your office or place of business.
3. The wallet card is for you to carry on your person. If you do not wish to carry the wallet card, place it in a secure place.
4. The employer's copy is for persons who must demonstrate current licensure/certification in order to retain employment or privileges. The employer's card is to be presented to the employer and kept by them as a part of your personnel file. Only one copy of this card can be supplied to you.

WALLET CARD
STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
NAME
SPECTRUM ENVIRONMENTAL LLC

VALIDATION NO.	CERTIFICATE NO.	CURRENT THROUGH
18085642	879	11/30/2022

PROFESSION
Asbestos Contractor
ACTIVE

SIGNATURE
COMMISSIONER

PRISMRES

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Lines - (404) 923-3700 USI Insurance Services LLC 1 Concourse Parkway NE, Suite 700 Atlanta, GA 30328	CONTACT NAME: Jennifer Lefler PHONE (A/C, No, Ext): 4708750441 FAX (A/C, No): 6105371929 E-MAIL ADDRESS: Jennifer.Lefler@usi.com
INSURED Spectrum Environmental, LLC 16 Hamilton Street West Haven, CT 06516	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Steadfast Insurance Company — 26387 INSURER B: Zurich American Insurance Co — 16535 INSURER C: Aspen Specialty Insurance Co — 10717 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 15524171 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Asbestos/Lead Abatement X Contractual Liab / XCU Hazard's GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			GPL322860603	3/26/2022	3/26/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BAP322860903	3/26/2022	3/26/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			EX00G2Y22	03/26/2022	03/26/2023	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC322860803 WC385941101	03/26/2022 03/26/2022	03/26/2023 03/26/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Contractors Pollution Liabilit Professional Liability Package GL/PL/Prof			GPL322860603 Claims-Made	03/26/2022	03/26/2023	1,000,000 per occurrence 1,000,000 each claim $2,000,000 General Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate of Liability

CERTIFICATE HOLDER

Spectrum Environmental LLC

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE *THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN* ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Paul B. Blum

AFFIRMATIVE ACTION STATEMENT

NOTE: IF YOUR COMPANY HAS LESS THAN 10 EMPLOYEES, OR HAS COMPLETED THIS SAME FORM WITHIN 1 YEAR, YOU MAY DISREGARD THE FOLLOWING EQUAL EMPLOYMENT/AFFIRMATIVE ACTION SECTION, EXCEPT AS NOTED.

OR: (1) The number of employees 33

(2) Completed this form within one year_____Yes X No

FOR SEALED BIDS: If your company has completed this form within one year Please forward a photocopy of the initial form with your bid. If significant Changes have taken place within the past year, please update the information on this form.

REQUIREMENT – Any vendor/bidder seeking to do business with the Town of Waterford must, upon request, supply the Town and/or the Waterford Human Resources with any information concerning the Affirmative Action/Equal Employment practices of the vendor/bidder, which the Town and/or Commission deems necessary in fulfilling its charge. Failure to supply such information, when requested, will result in the termination of any further transactions between the vendor/bidder and the Town of Waterford.

COMPANY NAME AND ADDRESS Spectrum Environmental LLC
16 Hamilton St
West Haven CT 06516

TYPE OF BUSINESS Demolition & ABATEMENT CONTRACTOR

TYPE OF ORGANIZATION LLC

_____Corporation_____Partnership_____Individual

If unit filing this application is not the above-named company, give the name, address, and telephone number of reporting unit. (Branch, agent, representative).

AFFIRMATIVE ACTION/EQUAL EMPLOYMENT ACTIVITIES

Please indicate the name and address of the company official(s) responsible for carrying out the Equal Employment Opportunity/Affirmative Action Program for your company.

Lena Schiff

If your company does not have a written affirmative action plan, please estimate the number of vacancies during the next 12 months, and indicate the numerical or percentage goals you have set for the employment of minority people and females to make your labor force reflective of the labor market in which you operate.

The vendor/bidder understands that failure to complete the above form in a satisfactory manner will preclude such vendor from being actively considered for contract with the Town of Waterford. The vendor /bidder also understands that the Affirmative Action statements will become part of any contract, and that breach of such statements will constitute a breach of the contract subject to such remedies as provided by law.

I certify that there are no misrepresentations, omissions, or falsifications in the foregoing statements and answers, and that the entries above are true, complete, and correct to the best of my knowledge and belief.

10/28/2022		Estimator
Date	Signature	Title

Subscribed and sworn to before me at 16 Hamilton St. West Haven CT Connecticut, this

Day of October 28, 2022.

DARLENE A MASCIOLA
Notary Public
Connecticut
My Comm. Expires July 31, 2023

(ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION)

STATE OF _____

ss:

COUNTY OF _____

ON THIS_____ DAY OF_____, 20__, BEFORE ME PERSONALLY CAME AND APPEARED_____, TO ME KNOWN, WHO, BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT HE/SHE RESIDES AT _____, THAT HE/SHE IS THE __OF _____, THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE FOREGOING INSTRUMENT THAT HE/SHE KNOWS THE SEAL OF SAID CORPORATION - THAT ONE OF THE IMPRESSIONS AFFIXED TO SAID INSTRUMENT IS AN IMPRESSION OF SUCH SEAL - THAT IT WAS SO AFFIXED BY ORDER OF THE DIRECTORS OF SAID CORPORATION, AND THAT HE/SHE, BEING DULY AUTHORIZED TO DO SO, SIGNED HIS/HER NAME THERETO BY LIKE ORDER AS THE FREE ACT AND DEED OF THE CORPORATION.

(SEAL)

_____
(NOTARY PUBLIC)

(ACKNOWLEDGMENT OF PRINCIPAL, IF A PARTNERSHIP/LLC)

STATE OF CT

COUNTY OF New Haven

ss:

ON THIS 28 DAY OF October, 2022 BEFORE ME PERSONALLY CAME AND APPEARED Kevin Garcia, TO ME KNOWN AND KNOWN TO ME TO BE ONE OF THE MEMBERS/PARTNERS OF THE FIRM OF Sperian Security LLC DESCRIBED IN AND WHO EXECUTED THE SAME, BEING DULY AUTHORIZED SO TO DO, AS AND FOR THE ACT AND DEED OF SAID FIRM.

(SEAL)

_____
(NOTARY PUBLIC)

DARLENE A MASCIOLA
Notary Public
Connecticut
My Commission Expires July 31, 2023

(ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL)

STATE OF _____

ss:

COUNTY OF _____

ON THIS_____DAY OF_____, 20__, BEFORE ME PERSONALLY CAME AND APPEARED _____, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE SAME AS HIS/HER FREE ACT AND DEED.

(SEAL)

_____
(NOTARY PUBLIC)

BID BOND N/a

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

_____ as Principal, and _____

as Surety, are hereby held and firmly bound unto The Town of Waterford as owner in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____day of _____, 20___

The condition of the above obligation is such that whereas the Principal has submitted to The Town of Waterford a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the

NOW, THEREFORE,

A. If said Bid shall be rejected, or in the alternate,

B. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto, properly completed in accordance with said Bid, and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall provide the required evidence of insurance,

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

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

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

_____(L.S.)

(Surety)

By:

SEAL:

This firm consists of the following members:

Full Name _____ Residence _____

_____

_____

_____

The officers are:

Full Name / Residence

President: Shawn Regan 4000 Temple Ln Export Pa 15632

Treasurer: _____

Directors: _____

_____

_____

Respectfully Submitted:

Spectrum Environmental LLC
(Firm Name)

SEAL: (If bid is by a Corporation)

By: _____
(Signature)

Keith Godreau, Estimator
(Typed Name and Title)

16 Hamilton Street,

West Haven, CT. 06516
(Business Address)

203 932 2992
(Telephone)

_____
(Fax)

kgodreau@spectrum-env.com
(Email)

6

Waterford Office of Emergency Management

204 BOSTON POST ROAD • WATERFORD, CT • 06385 • (860) 442-9585 • FAX (860) 443-5327

First Selectman Robert Brule
15 Rope Ferry Road
Waterford, CT 06385

RE: Emergency Management Performance Grant (EMPG) FY 2022

November 1, 2022

Dear Mr. Brule,

The application period for the Emergency Management Performance Grant (EMPG) FY 2022 is now open with an application closing date of December 1, 2022. This grant has a per capita award of $18,746.00 with a 50% town match. This portion of the grant may only be used for the Emergency Management Director's salary reimbursement.

There is a sub-grant allocation of $1,874.60 with this year's award earmarked for personal protective equipment (PPE) with a 50% town match.

This grant application requires a resolution by the Board of Selectman prior to submittal.

Thank you for your consideration of this request.

Very respectfully,

Steven R. Sinagra

Steven Sinagra
Emergency Management Director

cc: Kim Allen, Director of Finance

E.MERGENCY
M.ANAGEMENT
P.ERFORMANCE
G.RANT

FFY 2022 APPLICATION
Due: December 1, 2022

State of Connecticut

Department of Emergency Services and Public Protection

Division of Emergency Management and Homeland Security

TABLE OF CONTENTS

COMPLETION CHECKLIST FOR SUB-GRANTEE

The following forms are necessary for the timely completion of this document. Please use this aid to ensure all documents are included in your submission. More detailed information is available in the EMPG Manual.

- ☒ Section B: Application Information and Data Sheet
- ☒ Section C: Municipal Resolution
- ☒ Section D: EMPG Financial Tool Budget Tab
- ☒ Section E: Master Staffing Pattern and Training History
- ☐ Section F: NEMA Survey attached (Optional)
- ☐ Job Descriptions have been attached if applicable (Available on website)

DEMHS REGIONAL CONTACT INFO

For assistance filling out this application please contact your DEMHS Regional Coordinator.

Region 1	Robert Kenny Regional Coordinator	149 Prospect Street, Bridgeport, CT 06604 Phone: 860.250.2478 Email: Robert.Kenny@ct.gov	Fax: 203.334.1560
Region 2	Nicole Velardi Regional Coordinator	1111 Country Club Road, Middletown, CT 06457 Phone: 860.685.8105 Email: Nicole.Velardi@ct.gov	Fax: 860.250.3453
Region 3	William Turley Regional Coordinator	DEMHS - 360 Broad Street Hartford CT 06105 Phone:860.250.2548 Email: William.Turley@ct.gov Mailing address: P.O. Box 1236 Glastonbury, CT 06033	Fax: 860.257.4621
Region 4	Michael Caplet Regional Coordinator	15-B Old Hartford Road Colchester, CT 06415 Phone:860.250.3449 Email: Mike.Caplet@ct.gov	Fax: 860.465.5464
Region 5	John Field Regional Coordinator	55 West Main Street, Suite 300 Box 4 Waterbury, CT 06702 Phone: 860.250.2535 Email: John.Field@ct.gov	Fax: 203.591.3529

SECTION A, APPLICATION INSTRUCTIONS

Below are brief instructions for filling out each application form. Please fill out these forms completely and accurately. **Electronic signatures are accepted on all documents.** Please **sign** or **initial** where you see the following tabs:

1. **Manual:** Please print and review the EMPG Program Manual (https://portal.ct.gov/DEMHS/Grants/Emergency-Management-Performance-Grant/Guidance-and-Forms). The Subgrantee is responsible for the information contained in this document. More complete instructions are available in this document.
2. **Section B: Applicant Information and Datasheet**: Please fill out boxes 1-16 with the necessary information.

3. **Section C: Municipal Resolution:** Please provide a municipal resolution to grant the Chief Executive Officer the authority to sign the EMPG application package on behalf of the municipality. For more information on resolution specifics please reference the *EMPG Program Manual*.

4. **Section D: EMPG FINANCIAL TOOL-Budget Preparation:** Fill in your budget request for the performance period of 10/1/22-9/30/23 in the 2022 EMPG SLA Financial Tool. Please submit this budget electronically to your DEMHS Regional Office for review upon submittal of the application. Please consult the 2022 EMPG Manual for any additional forms.

5. **Section E: Master Staffing Pattern**: The Master Staffing Form comes pre-populated with the training records of local personnel who have reported completion of the IS and/or PDS course requirements. Towns may use this form to report on any additional courses completed since their last EMPG application.

6. **Additional Forms:** Please review the remaining list of forms available on our website at https://portal.ct.gov/DEMHS/Grants/Emergency-Management-Performance-Grant/Guidance-and-Forms to determine if any of these forms will be needed for your application:

   Emergency Management Director Job Description – Use this form if you have hired a new Emergency Management Director.

   Emergency Management Deputy Director Job Description – Use this form if you have hired a new Emergency Management Deputy Director.

   Emergency Management Support Staff Job Description – Use this form if you have hired new Emergency Management Support Staff (e.g. Clerical).

   Request for Transcripts from EMI – Use this form to request a transcript of the courses you have completed through FEMA and/or the Emergency Management Institute (EMI).

Once all of the necessary forms are filled out and signed, complete the application by signing and dating the Applicant Information and Data Sheet. Attach the Budget and all other forms and submit the Application Package to your DEMHS Regional Office.

SECTION B: EMPG APPLICATION INFORMATION AND DATA SHEET

All Forms Must Be Original - Copies Will Not Be Accepted

Mail Completed Applications To:
DEMHS Regional Coordinator (See Page 2 of this application for contact information)

SPCP Unit Use Only

1. Name of Municipality or Agency Applying for Subgrant: Town of Waterford	**2. Period of Award for this Subgrant: 10/1/22 – 9/30/23**
3. Emergency Management Director Name & Address Name: Steven Sinagra Title: EMD Organization: Town of Waterford Address Line 1: 204 Boston Post Road Address Line 2: City/State/Zip: Waterford, CT 06385 Phone: (860) 442-9585 Fax: (860) 443-5327 E-mail: ssinagra@waterfordct.org	**4. Official Authorized to Sign for the Applicant:** Name: Robert Brule Title: First Selectman Organization: Town of Waterford Address Line 1: 15 Rope Ferry Road Address Line 2: City/State/Zip: Waterford, CT 06385 Phone: (860) 444-5834 Fax: (860) 444-0273 E-mail: rbrule@waterfordct.org
5. Municipal/Agency Financial Officer Name: Kim Allen Title: Director of Finance Organization: Town of Waterford Address Line 1: 15 Rope Ferry Road Address Line 2: City/State/Zip: Waterford, CT 06385 Phone: (860) 444-5840 Fax: (860) 444-0579 E-mail: kallen@waterfordct.org	**6. Fiscal Point of Contact: (If Different than Financial Officer)** Name: Steven Sinagra Title: EMD Organization: Town of Waterford Address Line 1: 204 Boston Post Road Address Line 2: City/State/Zip: Waterford, CT 06385 Phone: (860) 442-9585 Fax: (860) 443-5327 E-mail: ssinagra@waterfordct.org
7. Applicant FEIN: 06-6002121	**8. Applicant DUNS #:** 08-334-3038
9. Applicant Fiscal Year End: June 30	**10. Date of Last Audit:** August 30, 2022
11. Dates Covered by Last Audit: July 1, 2021 **to** June 30, 2022	**12. Date of Next Audit:** August 30, 2023
13. Dates to be Covered by Next Audit: July 1, 2022 **to** June 30, 2023	

Please note that the information required for boxes 9 through 13 refers to the sub-grantee's audit cycle.

FEDERAL AUDIT AND DEBARMENT REQUIREMENT CERTIFICATION

14. ACKNOWLEDGEMENT OF FEDERAL SINGLE AUDIT SELF REPORTING REQUIREMENTS

- Sub-grantees that are required to undergo a Federal Single Audit as mandated by OMB Circular A-133 must alert CT DEMHS, in writing, to any specific findings and/or deficiencies with regard to the use of federal grant funds within 45 days of receipt of their audit report. *This notification must identify the finding(s) / deficiencies and a corrective action plan for each.*
- All sub-grantees must submit to CT DEMHS a copy of the audit report section pertaining to use of federal grant funds regardless of any findings or deficiencies, within 45 days of the receipt of that report.

Initial to indicate that this requirement has been read and understood: RB INITIAL

15. ACKNOWLEDGEMENT OF DEBARMENT REQUIREMENTS:

- The sub-grantee will confirm the eligibility status (via Sam.gov) of all vendors/contractors that the sub-grantee pays with EMPG SLA funds. The subgrantee will confirm that the vendors/contractors do not appear on the SAM's Exclusion List of federally debarred or suspended vendors.

Initial to indicate that this requirement has been read and understood: RB INITIAL

16. I, the undersigned, for and on behalf of the named municipality, state agency, or regional planning organization, do herewith apply for this subgrant, attest that, to the best of my knowledge, the statements made herein are true, and agree to any general or special grant conditions attached to this grant application form. SIGN & DATE

Authorized Signatory: X Robert Brule **Date:** 11/1/2022

SECTION C. AUTHORIZING RESOLUTION

All Forms Must Be Original - Copies Will Not Be Accepted

This Blanket Resolution Can Also Be Used to Satisfy the Requirements of the Homeland Security Grant Program

AUTHORIZING RESOLUTION OF THE

Board of Selectman

(Insert name of governing body--for example, town council)

CERTIFICATION:

I, David Campo, the Town Clerk of Waterford, CT,
(keeper of the records—for ex. town clerk or secretary of council)
do hereby certify that the following is a true and correct copy of a resolution adopted by Board of Selectman at its duly called and held meeting on _____, 20__,
(name of governing body) *(Month, Day)*
at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

RESOLVED, that the Board of Selectman may enter into with and deliver
(name of governing body)
to the State of Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security, any and all documents which it deems to be necessary or appropriate; and

FURTHER RESOLVED, that Robert Brule, as First Selectman of
(name and title of officer)
Town of Waterford,
(Name of governing body)
is authorized and directed to execute and deliver any and all documents on behalf of the Town of Waterford
(name of governing body)
and to do and perform all acts and things which he/she deems to be necessary or appropriate to carry out the terms of such documents.

The undersigned further certifies that Robert Brule
(name of officer)
now holds the office of First Selectman and that he/she has held that office since November, 2019.

IN WITNESS WHEREOF: The undersigned has executed this certificate this _____ day of

_____ 20____

David L. Campo, Town Clerk
(Name and title of record keeper)

INSERT TACTILE TOWN SEAL HERE

The Chief Executive Officer has not changed since the previous resolution was authorized on _____
(Date)

SECTION D. EMPG SLA FINANCIAL TOOL-BUDGET

Please Note: Applications will not be reviewed without the submittal of the EMPG Financial Tool "Application Budget" tabs.

A new category for PPE has been added this year. Fill out the Application Budget portion of the tool by filling out the teal boxes for the following:

1. **Award Amounts:**

Per Capita Award: This amount is based on your town's population as listed in the State Register and Manual.

Sub grant Allocation: This totals as you fill in the categories below.

2. **Enter Categories:**

- **Personnel-** Enter the total estimated cost for salaries or stipends for full or part-time EMDs, Deputy EMDs and support staff.
- **Organization-** Enter the total estimated cost for your phone bills, fax, internet bills, cable TV, WIFI etc. Please note that all services must be concluded and paid before seeking reimbursement.
- **Equipment**-Enter the total estimated cost for your anticipated equipment needs including printers, computers, radios, phone systems, EOC furniture etc.
- **In kind**-Enter the total estimated cost for any in-kind costs including Volunteer EMDs, Deputy EMDs or Support Staff time and any donated new equipment. Note: In-Kind Allocations require 2X the match.
- **Personal Protective Equipment (PPE)** Enter the PPE allocation from the front page into this cell. **Note: The PPE allocation can only be spent on PPE.** PPE allocations are matched by state funding.
- **All other-** Enter the total estimated cost for all other items. Must receive pre-approval from DEMHS Regional Coordinator.
- **Unallocated** – This is the remaining balance of funding that you have not yet allocated to a particular category.

EMPG Subgrant Budget (Fill In Green Cells Only)	
	PER CAPITA AWARD
Total:	$22,840.65
Federal Per Capita Share:	$11,420.33
Match:	$11,420.33
	SUBGRANT ALLOCATION
Total:	$22,840.65
Federal Per Capita Share:	$11,420.33
Match (Includes In-Kind):	$12,920.33
Personnel:	$16,840.67
Allocate (Enter) the total estimated cost for salaries or stipends for full or part-time EMD's, Deputy EMD's and support staff. If claiming fringe, please provide a fringe benefits letter from the Municipal Finance Director.	
Organization:	$500.00
Allocate (Enter) the total estimated cost for your phone bills, fax, internet bills, cable TV, WIFI etc. Please note that all services must be concluded and paid before seeking reimbursement.	
Equipment:	$2,412.34
Allocate (Enter) the total estimated cost for your anticipated equipment needs including printers, computers, radios, phone systems, EOC furniture etc.	
In-Kind - Requires Double Match:	$1,500.00
Allocate (Enter) the total estimated cost for any in-kind costs including Volunteer EMDs, Deputy EMDs or Support Staff time and any donated new equipment. Note: In-Kind Allocations require 2X the match. For a volunteer time form please visit the DEMHS website at http://www.ct.gov/demhs/cwp/view.asp?a=1910&q=411692	
Personal Protection Equipment:	$1,087.64
Allocate (Enter) the total amount of PPE shown for your town here. PPE funding may be used for face masks, sanitizer, gloves, no touch devices, shields etc. No match is required for PPE.	
All Other Costs	$500.00
Allocate (Enter) the total amount of all other costs (Travel, Training, Mileage, Meetings, EOC Activations, Emergency Responses etc..	
Unallocated:	$0.00
Certification: I hereby certify that the information contained herein is based	

Section E: EMPG Master Staffing Pattern and Training History

The purpose of this form is to collect information regarding employees who will be funded under the Emergency Management Performance Grant (EMPG). Shown on the form are the current training records (completed courses are marked with their dates of completion) by your EMPG funded staff according to our records. These courses are required for all staff funded partially or fully under the EMPG.
Instructions: If you have completed additional courses please fill in the dates of completion for any courses. Please provide a copy of the course certificate(s). The deadline for new staff to complete all of the required courses is September 30, 2023.

Name	Position	Required Training Courses (Completed courses Shown with date of completion)										
		IS-100.c	IS-120.c	IS 200.c	IS-230.d	IS-235.c	IS-240.b	IS-241.b	IS-242.b	IS-244.b	IS-700.b	IS-800.c
Steven Sinagra	EMD	1/16/2007	7/22/2020	1/16/2007	7/30/2020	7/31/2020	8/3/2020	8/3/2020	8/3/2020	8/5/2020	8/29/2005	3/1/2007

If an employee funded by EMPG has yet to complete the Required FEMA IS courses at **https://training.fema.gov/is/searchis.aspx?search=PDS** (Professional Development Series) please complete the missing courses and submit your training certificate to your Division of Emergency Management and Homeland Security (DEMHS) Regional Office. If you need to request training certificates from FEMA, please request your transcript using the Transcript Request Form – EMI. You can find this form on our website at https://training.fema.gov/emiweb/downloads/tranrqst1.pdf

SECTION E. NEMA QUESTIONNAIRE

Each year the Division of Emergency Management and Homeland Security (DEMHS) fills out a survey from the National Emergency Management Association (NEMA). The purpose of the survey is to justify the funding we receive under the Emergency Management Performance Grant (EMPG).

To help us in filling out the survey for FY 2022, DEMHS is asking our EMPG participating towns to answer a few brief questions. Your answers will assist NEMA in justifying continued funding of the EMPG program to Congress.

1. What is your total emergency management budget: $ 1,068,486
   Please provide your total budget even if these costs exceed your EMPG allocation.

2. Is your Emergency Management Director?:
   (Check One)
   - [x] Full-Time
   - [ ] Part-Time
   - [ ] Volunteer

3. Which official (if any) has the authority to issue a mandatory evacuation order?:
   (Check One)
   - [ ] Mayor
   - [x] First Selectman
   - [ ] Town Manager
   - [ ] Other

EMPG Subgrant Budget (Fill In Green Cells Only)		Fiscal Year 2022	Sub-grantee Name: Waterford			Sub-Grant Number: 022E152A					
PER CAPITA AWARD				COST AND PAYMENT INFORMATION				QUARTERLY FINANCIAL REPORT /CLOSEOUT REPORT			
Total:	$18,746.00			DATE PREPARED	PERIOD COVERED FROM	THROUGH	FEDERAL FISCAL QUARTER				
Federal Per Capita Share:	$9,373.00										
Match:	$9,373.00							*All cells in this report will automatically total your figures based on the entries provided in Sections I and II.*			
SUBGRANT ALLOCATION				ALL DIRECT COSTS PERSONNEL EQUIPMENT ETC.	FEDERAL SHARE Direct Costs @ 50% In-Kind Costs @ 33 1/3%	ATTACH COPY OF CHECK OR PAID RECEIPT	DATE OF PAYMENT	THIS QUARTERS OUTLAYS	COMBINED OUTLAYS	ALLOCATION BALANCE	FISCAL USE ONLY BUDGET DELTA%
Total:	$1,874.60	Line Item Descriptions (Required)									
Federal Per Capita Share:	$937.30	*Please Provide a 1-line Description of the Item Being Requested for Reimbursement*									
Match (Includes In-Kind):	$937.30										
Personnel:	$0.00	Personnel Costs & Benefits (Includes Planning, Training and Exercises)		100.00%	50.00%						
Allocate (Enter) the total estimated cost for salaries or stipends for full or part-time EMD's, Deputy EMD's and support staff. If claiming fringe, please provide a fringe benefits letter from the Municipal Finance Director.		Emergency Management Director (EMD) Salary									
		Percentage of Salary Fringe Benefits:									
		Emergency Management Director (EMD) Stipend									
		Percentage of Stipend Fringe Benefits:									
		Deputy EMD or Support Staff Salary									
		Percentage of Salary Fringe Benefits:									
		Deputy EMD or Support Staff Stipend									
		Percentage of Stipend Fringe Benefits:									
			Total:				Total:				
Organization:	$0.00	Organizational Costs (Phone, Fax, Internet, Cable TV etc.)		100.00%	50.00%						
Allocate (Enter) the total estimated cost for your phone bills, fax, internet bills, cable TV, WIFI etc. Please note that all services must be concluded and paid before seeking reimbursement.											
			Total:				Total:				
Equipment:	$0.00	Equipment Costs (IT, Radios, Computers Printers Etc.)		100.00%	50.00%						
Allocate (Enter) the total estimated cost for your anticipated equipment needs including printers, computers, radios, phone systems, EOC furniture etc.											
			Total:				Total:				
In-Kind - Requires Double Match:	$0.00	All In-Kind Costs (Volunteers, Donated New Equipment)		100.00%	33 - 1/3%						
Allocate (Enter) the total estimated cost for any in-kind costs including Volunteer EMDs, Deputy EMDs or Support Staff time and any donated new equipment. Note: In-Kind Allocations require 2X the match. For a volunteer time form please visit the DEMHS website at http://www.ct.gov/demhs/cwp/view.asp?a=1910&q=411692		Volunteer EMD	Enter Total Hours Here:								
		Deputy/Support Staff	Enter Total Hours Here:								
		Donated New Equipment									
		Donated New Equipment									
			Total:				Total:				
Personal Protection Equipment:	$937.30	PPE Costs (Face Masks, Sanitizer, Gloves, No Touch Devices, Shields etc.) in EOC		100.00%	100.00%						
Allocate (Enter) the total amount of PPE shown for your town here. PPE funding may be used for face masks, sanitizer, gloves, no touch devices, shields etc. No match is required for PPE.											
			Total:				Total:				
All Other Costs	$0.00	All other Costs (Travel, Training, Mileage, Meetings, EOC Activations, Emergency Responses, etc.)		100.00%	50.00%						
Allocate (Enter) the total amount of all other costs (Travel, Training, Mileage, Meetings, EOC Activations, Emergency Responses etc..											
			Total:				Total:				
Unallocated:	$8,435.70	TOTAL QUARTERLY AMOUNT EXPENDED (100%):					GRANT FUNDING GRAND TOTAL:				
		FOR GRANTS/FISCAL USE ONLY:					MATCH FUNDING GRAND TOTAL:				

NO SIGNATURES ARE REQUIRED FOR THE BUDGET SECTION OF THE APPLICATION

TO WHOM IT MAY CONCERN:

My name is Tim Conderino. I currently live at 1151 Hartford Tpke with my wife, Kimberly. I attended Waterford High and have lived in town for over 30 years. Collectively we have raised 6 children in the town, all of whom attended Waterford High School.

I worked for the State of CT as a state trooper and retired approximately 10 years ago after serving 23 years. During this time, I also started a small business which I currently still own and operate in the town. Approximately 20 years ago I began farming in the town and currently own/operate Lakeview Farm.

As I have served the public in different roles and have enjoyed serving corporately and individually as both an employee, business owner, and volunteer.

I am writing to express my interest in serving on the Planning and Zoning Commission in the town. I have had an interest in the commission for several years and believe that at this time I can dedicate the time needed to fulfill this commitment and give back a portion of the time that the members that have previously served or are serving have so graciously given.

It is with great respect and anticipation that I ask for your consideration for an appointment to the Planning and Zoning Commission.

Respectfully submit,

Timothy Conderino

WATERFORD POLICE DEPARTMENT
41 AVERY LANE
WATERFORD, CT 06385-2819

Marc Balestracci
Police Chief

(860) 442-9451 TEL
mbalestracci@waterfordct.org

To: Board of Selectman, Representative Town Meeting
From: Marc Balestracci, Chief of Police
Date: November 9, 2022
Re: Waterford PD Accident Investigation Team Inter-Local Agreement

In 2018, the RTM and the First Selectman approved an inter-local agreement in reference to Accident Investigation Teams. These highly skilled teams investigate serious and fatal motor vehicle accidents. Unfortunately, due to timing, communication and concerns over the Pandemic, the agreement was never acted on as each community continued to investigate these calls independently. After speaking with Town Council, it was determined that the agreement should be brought back before the legislative body as each municipality now has new leaders in place and to ensure that proper communication is made as the agreement will be executed moving forward.

In revisiting this effort, the Town of Waterford and the Town of East Lyme seek to renew the agreement for several reasons. First, the benefits of both teams being able to work as one unit will benefit the members by increasing the use of the specialized skills they have acquired, it will allow for shared costs for specialized equipment and it will also allow the team to seek grant funding if and when available.

This agreement, if authorized, allows the team to expand to other local departments should they meet the high standards for entry, training and offer full commitment to the inter-local agreement.

Thank you,

Marc Balestracci
Chief of Police
Waterford Police Department

SHORELINE TRAFFIC ACCIDENT RECONSTRUCTION TEAM

WHEREAS, Section 7-148 cc of the Statutes of the State of Connecticut authorizes municipalities to enter into interlocal agreements; and

WHEREAS, the undersigned municipalities find that the prevention, detection and enforcement of motor vehicle moving violations, driving under the influence violations and other violations can best be served by the creation of a regional approach to law enforcement, resulting in better coordination and less duplication in law enforcement efforts and resources; and

WHEREAS, the undersigned municipalities recognize that investigation of a serious injury or fatal motor vehicle crashes normally requires an investigator to have specialized training and that the trained investigator is a resource, which may be shared and utilized by other members of the agreement; and

WHEREAS, the undersigned municipalities find that an interlocal agreement is beneficial in order to protect the safety and well-being of the citizens of the respective municipalities; and

WHEREAS, the undersigned municipalities wish to cooperate on providing police services and in pursuing grants and raising monies to obtain capital resources in furtherance of these goals under the terms of this agreement;

NOW, THEREFORE, the undersigned municipalities, acting by their respective chief executive officers, duly authorized, mutually agree, pursuant to this Interlocal agreement (hereafter, "Agreement") to establish the Shoreline TRAFFIC Accident Reconstruction Team (hereafter "START") in accordance with the following:

ARTICLE ONE: PROVISION OF PERSONNEL AND EQUIPMENT

1. The chief executive officers of the undersigned municipalities hereby delegate to the chiefs of police of their respective municipalities the authority to determine when the provision of police personnel and equipment best serves the purposes of this agreement.

2. The participating chiefs, hereinafter collectively designated and referred to as the "Board", shall meet periodically as determined by the needs of the Unit, but at least once per year, and each Chief of Police shall have an equal vote on decisions affecting the administration of the START.

3. The chiefs of police, collectively, as the decision-making authority, have the responsibility for the coordination of grant applications and the administration of funding awards and other initiatives.

4. The Board anticipates and agrees to make resources available for at least one full or partial deployment per quarter of personnel and equipment pursuant to this agreement for the duration of this agreement. Additional deployments are authorized, without further action, by the mutual consent of the participating municipalities.

5. During the deployment of personnel and equipment pursuant to this agreement, the officers so deployed shall be deemed members of their respective departments acting to further the goals of this agreement and each shall have the same powers, duties, privileges and immunities as are conferred on the police officers of the municipality in whose jurisdiction the Unit or any of its officers is operating.

6. During an START enforcement deployment, it is expected that the undersigned municipalities shall provide at a minimum the following quantity of personnel and equipment:

   One or more police officers and one or more marked and/or unmarked police vehicles.

7. During a START crash investigation deployment, it is expected that the undersigned municipalities shall provide at a minimum the following quantity of personnel and equipment:

   One or more police officers trained in advanced crash investigation and/or reconstruction and one or more marked and/or unmarked police vehicles.

8. A municipality may elect not to participate in a deployment if it has a good faith reason to do so. However, each municipality, in its discretion, may determine the extent of its participation in any deployment through the specific assignment of personnel and equipment.

9. The Board shall appoint collectively a supervisor from one of the participating departments to function as the START Unit Commander. The Unit Commander must at least hold the rank of sergeant in his/her department. The Board acknowledges appointment of a Unit Commander is necessary to maintain continuity of the unit and its members especially in the area of serious injury and fatal crash investigation. It will be preferable that the Unit Commander have experience and training in the area of advanced crash investigation and/or reconstruction. An administrative supervisor will be assigned to oversee each of the START teams. The administrative supervisor will also act as the START Unit Commander when the Unit Commander is not present. The team supervisors must meet the same conditions as set forth for the START Unit Commander.

10. The START Unit Commander will act as the liaison between the departments for all activities of the unit.

11. During each full deployment, the host municipality, which is the municipality requesting the services, shall make every effort to provide a sergeant or higher-ranking officer to coordinate operations with the START Unit Commander while in the field.

12. It is understood that smaller scale deployments or partial deployments between two or more agreement members may take place under this agreement.

ARTICLE TWO: DUTIES OF PERSONNEL

1. All personnel assigned to a deployment shall be subordinate to the host department's supervising officer.

2. Each officer assigned to START shall wear the officer's regular department uniform or the unit's approved uniform.

3. All non-custodial citations issued pursuant to this agreement shall be processed through the issuing officer's department. All custodial arrests or investigations shall be processed in a manner designated by the host agency.

4. The host agency shall prepare and distribute to all participating departments an operations plan for each planned deployment of a non-emergency nature.

ARTICLE THREE: REIMBURSEMENT AND LIABILITY

1. Each participating municipality agrees that it shall be responsible for its respective police department expenses incurred while participating in each deployment, whether that municipality's equipment and personnel was operating within or without its own jurisdiction. Any entitlement to reimbursement, except as stated herein, is hereby waived by the chief executive officer of each municipality that is a party to this agreement. Such expenses may include, but are not limited to:

   a) The actual payroll (including overtime) cost to the municipalities of all personnel assigned;

   b) The replacement cost of all equipment lost, destroyed or made unavailable for further service as a result of proper use in a START deployment. Nothing in this section waives a municipality's right to seek reimbursement for equipment lost or destroyed negligently, recklessly, willfully, or purposefully.

   c) Fuel and maintenance for police cars;

   d) The cost of repairing damaged equipment;

e) Awards for death, disability or injury to personnel arising as a result of services provided pursuant to this agreement to the extent that such awards exceed Worker's Compensation coverage;

f) Worker's Compensation claims as set forth in C.G.S. 31-275, et seq.;

g) Survivor's benefits as set forth in C.G.S. 7-323.

2. In the event outside funding becomes available to pay for the expenses of the municipalities operating under this agreement such funds shall be allocated among the participating municipalities on a proportional cost basis agreed to in advance. This does not include subrogation. The proportional cost basis may be adjusted to each deployment or initiative depending on the location of the host, number of personnel assigned to the deployment by each agency, etc.

3. The services performed under this agreement shall be deemed for public and governmental purposes, and all immunities from liability enjoyed by the local government within its boundaries shall extend to its participation under this agreement outside its boundaries.

4. Each municipality shall indemnify and hold harmless the other municipalities to this agreement from all claims, including, but not limited to, third party claims, for property damage or personal injury (including death) which may arise out of and be attributable to a municipality or to the actions of those acting on behalf of each municipality. Each town shall be liable only for their own percentage of negligence as determined by the courts or a jury.

ARTICLE FOUR: APPOINTMENT OF A DEPOSITORY MUNICIPALITY, PURSUIT OF REGIONAL GRANT INITIATIVES, AND REVENUE SHARING/USAGE

1. Appointment of a Depository Municipality; Functions of Depository Municipality

a) The Board of START shall mutually select a depository municipality from one of the members of START which shall receive and hold in trust for START all monies obtained by START from grants or other sources. Said monies shall be held in a special revenue account (hereafter, the "START Joint Account") or an account with like budgetary permissions that will allow the convenient use of said funds as needed by START. The depository municipality agrees, in furtherance of the goals of this agreement, to pass any ordinance or resolution required by its own municipal Charter in order to effectuate the creation of said START Joint Account.

b) Upon a request from any member municipality, the depository municipality shall provide an accounting of all funds contained in the START Joint Account.

c) Upon affirmative vote of two-thirds of the member municipalities, the depository municipality may be changed. Upon a vote to change the depository municipality, the prior depository municipality shall, within 60 days of said vote, turn over all funds and provide a full accounting to the successor depository municipality.

d) In the event that a depository municipality withdraws from START or no longer wishes to serve in said capacity, a successor depository municipality shall be appointed by the members of START. At such time, the prior depository municipality shall, within 60 days of said appointment, turn over all funds and equipment purchased with funds from the Shared Revenue Account to the successor municipality. The prior depository municipality shall, within 60 days, provide a full accounting, and an itemized list of transferred equipment to the successor depository municipality.

2. Pursuit of Regional Grant Initiatives, Development of Capital Goals

a) It shall be an essential function and purpose of START to pursue grants and other initiatives to raise monies in order to purchase capital resources to further the purposes of this agreement.

b) From time to time, and as necessary, START shall meet to develop a short-term (1 year) and long term (5-year) capital plan for the START. The monies raised pursuant to this agreement shall be utilized to further the capital goals set by START.

3. Revenue Sharing

a) All revenue raised and remitted to the START Joint Account shall be shared and used for the collaborative and joint purposes of the START. Nothing in this provision shall be construed to conflict with or alter the reimbursement or funding provisions of Article III regarding deployments.

b) Expenditures from the START Joint Account of $500 or less can be made by the Unit Commander, without prior approval. All expenditures greater than $500 from the START Joint Account shall require the unanimous vote of all START member municipalities in writing via electronic mail (e-mail).

c) Any property obtained with funds from the START Joint Account shall be considered property of the depository municipality, held for the benefit of itself and all other START municipalities. No property obtained with monies from the START Joint Account or with funds attributable to said account shall be sold, modified, gifted, or otherwise transferred without the unanimous vote of all member municipalities in writing.

d) Any depository municipality which misappropriates funds from the START Joint Account or otherwise disposes of property obtained with START funds in violation of

this section shall be liable to all of the other member municipalities for the loss to START and any and all costs, including court costs and attorney's fees, incurred in recovering said funds or property from the depository municipality or any other third party.

e) Funds from the START Joint Account are intended for equipment and services for the unit and shall not be used to pay salary or overtime to START members.

ARTICLE FIVE: MISCELLANEOUS

1. The Chief of Police of the municipality providing assistance may, if necessary to protect the safety and well-being of said municipality, recall any personnel or equipment provided pursuant to this agreement.

2. Withdrawal from this agreement by any municipality hereto shall be made by thirty (30) days' written notice to all other municipalities but shall not terminate the agreement among the remaining municipalities.

3. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

4. This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior understandings, negotiations, and agreements whether written or oral, between them respecting the written subject matter, hereof.

5. This Agreement, to the extent permitted herein, shall inure to the benefit of and be binding upon the parties hereto and any and all successors and assigns.

6. This Agreement shall be governed by and construed in accordance with the laws and relevant ordinances and regulations of the State of Connecticut and the participating municipalities.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as follows:

TOWN OF EAST LYME:

BY: _____
First Selectman Kevin Seery

Dated:

TOWN OF WATERFORD:

BY: _____
First Selectman Robert Brule

Dated:

MINUTES
BOARD OF POLICE COMMISSIONERS
October 11, 2022 at 5:00 p.m.
Zoom Meeting ID: 814 3906 0592

PRESENT: Chairperson T. Sheridan, Commissioner Brule, Commissioner M. Gelinas, Commissioner J. Dimmock

ABSENT: Commissioner C. Gamble

DEPARTMENT: Chief M. Balestracci, LT T. Silva, LT N. VanOverloop, Sgt P. Flanagan, Traffic Officer J. Nickerson, CSO Alex Hunt

PLEDGE OF ALLEGIANCE:

PUBLIC INPUT:

No public input.

CALL TO ORDER AND ESTABLISH A QUORUM:

Chairperson Sheridan called the meeting to order at 5:00 p.m. in the General Meeting Room of the Waterford Police Department. A Quorum was established.

ACCEPTANCE OF MINUTES:

MOTION: Made by Commissioner Dimmock and seconded by Commissioner Brule to accept the minutes from the September 12 Regular Meeting. Commissioner Gelinas abstained. The motion passed.

MOTION: Made by Commissioner Gelinas and seconded by Commissioner Dimmock to accept the minutes from the September 29 Special Meeting. Commissioner Sheridan abstained. The motion passed.

CORRESPONDENCE:

Correspondence was reviewed.

TRAFFIC COMMISSION REVIEW:

Traffic report received.

CHIEF'S REPORT:

a. K9 Reports for September
   September report was received.

b. Investigative Services and Youth Reports for September
   September report was received.

c. Training Report for September
   September report was received.

d. Records Report for September
   September report was received.

e. Community Service Officer Report for September
   September report was received.

f. Patrol Report for September
   September report was received.

g. Animal Control Report for September
   September report was received.

h. Community Engagement Report for September
   September report was received.

OLD BUSINESS:

a. Commissioner Dimmock discussed the Police Chief Selection Process Policy draft that he emailed to Commissioners for review. It was stated that all further discussion on this topic will take place at Commission meetings.

MOTION: Made by Commissioner Gelinas to send draft to Human Resources for review. Seconded by Commissioner Brule. Passed unanimously.

b. Chief Balestracci presented the Shoreline Traffic Accident Reconstruction Team Agreement to the Commission with minor changes made by the Town Attorney, for approval to bring before the RTM. Commissioner Sheridan asked if there would be an extra cost to the Town to purchase equipment. Chief Balestracci answered no and explained that regional grant money will be applied for to buy equipment, saving money for both towns.

MOTION: Made by Commissioner Dimmock and seconded by Commissioner Gelinas to approve forwarding the agreement to the RTM. Passed unanimously.

NEW BUSINESS:

a. Discussion of exploring Nexgen and State radio systems. Chief Balestracci stated that surrounding area towns are using the State radio system and Nexgen, and that Waterford is the outlier in eastern CT. The current RMS/CAD provider is not very responsive, and the annual costs of the new system are significantly cheaper than the cost of our current system.

b. The Annual Budget for FY 23-24 will be presented to the Commission in November.

c. The Annual Report will be completed and emailed to Commissioners next week.

d. Commissioner Gelinas requested the following corrections be made to the 2023 Meeting Schedule: change May 8, 2022 to May 8, 2023 and June 12, 2022 to June 12, 2023. Corrections were made.

A request was made to add a discussion of traffic pattern changes on Cross Road to the agenda.

MOTION: Made by Commissioner Gelinas and seconded by Commissioner Dimmock to approve the request. Passed unanimously.

Traffic Officer Jake Nickerson presented a plan developed by the State for a change of signage and lane painting on Cross Road to correct a current unsafe traffic pattern.

MOTION: Made by Commissioner Dimmock and seconded by Commissioner Gelinas to approve the plan as presented. Passed unanimously.

MOTION: Made by Commissioner Dimmock and seconded by Commissioner Gelinas to adjourn the meeting at 5:39 p.m. Passed unanimously.

Respectfully submitted by:

Diane Driscoll
Recording Secretary